

EXHIBIT 22

DEPARTMENT OF THE AIR FORCE
WASHINGTON 20330



DEC 11 10 43

OFFICE OF THE ASSISTANT SECRETARY

15 DECEMBER 1974


MEMORANDUM FOR THE SECRETARY OF THE ARMY

SUBJECT: Transfer of Dillingham Air Force Base, Hawaii, to
Department of the Army

Pursuant to your request and by direction of the Secretary of the Air Force, there is hereby transferred to the Department of the Army, without reimbursement, all of Dillingham Air Force Base, Hawaii, embracing 664.92 acres of land, more or less, and all Air Force improvements located thereon; subject, however, to the right of the Department of the Air Force to use the flying facilities as required during emergency operations and also use of water through existing pipelines at the installation. The property transferred is more particularly described in the attached transfer assembly.

The authority for this transfer is Title 10, United States Code, Section 2571(a).

The requirements of Title 10, United States Code, Section 2662, have been met.


RUFUS L. CROCKETT
Deputy Assistant Secretary
(Installations)

1 Attachment
Transfer Assembly

OSA 401.23 DILLINGHAM AIR FORCE BASE 12-5-74 FM: 3-5-73

Track A Records 145 Tracks BE14BEE

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY										PAGE 1 OF 18	PAGES								
1. FROM: (Installation/Activity/Service) 15th ABW/DEPR (PACAF) APO SF 96553		2. OPERATING UNIT		3. DISTRICT CODE		4. OPERATING AGENCY		5. DATE		6. JOB NUMBER		7. SERIAL NUMBER		8. CONTRACT NUMBER					
9. TO: (Installation/Activity/Service) Commander US Army, Hawaii APO SF 96553		10. OPERATING UNIT		11. DISTRICT CODE		12. OPERATING AGENCY		13. ACCOUNTING NUMBER		14. ACCOUNTING OFFICE NUMBER		15. TYPE OF TRANSACTION A <input type="checkbox"/> NEW CONSTR. <input checked="" type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify)		16. PROJECT NUMBER					
ITEM NO.		CATEGORY CODE		FACILITY (Category description)		NO. OF UNITS		UNIT TYPE		MEAS.		TOTAL QUANTITY		COST		DRAWING NUMBERS		REMARKS	
17		18		19		20		21		22		23		24		25		26	
				Land, Dillingham AFB		Donation AC		Fee				87.49		277,170.77					
						Donation \$&L						550.06							
						Esmt Acces/P						4.21							
						Esmt Acces/P						0.55							
						Esmt Clear/P						4.64							
						TOTAL						17.97							
												664.92		277,172.77					
				Building										503,809.21					
				Structures										5,014,137.01					
														5,795,118.99					

27. STATEMENT OF COMPLETION: The facilities listed hereon are in accordance with maps, drawings, and specifications and change orders approved by the authorized representative of the using agency except for the deficiencies listed on the reverse side.

TRANSFERRED BY (Signature)
Richard T. Harvey
TITLE (Area Eng./Base Eng./DPWO)
Real Property Officer, 15ABW/PACAF

DATE
24 Jan 75

28. ACCEPTED BY (Signature)
Frank M. Akiyama
FRANK M. AKIYAMA, LTJ, CE
TITLE (Post Eng./Base Civ. Eng./Navy Rep.)
Area Engineer, Scho Bks

DATE
27 FEB 1975

29. PROPERTY VOUCHER NUMBER

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY														PAGE 2 OF 18		PAGES	
1. FROM: (Installation/Activity/Service)		2. OPERATING UNIT		3. DISTRICT CODE		4. OPERATING AGENCY		5. DATE		6. JOB NUMBER		7. SERIAL NUMBER		8. CONTRACT NUMBER			
9. TO: (Installation/Activity/Service)		10. OPERATING UNIT		11. DISTRICT CODE		12. OPERATING AGENCY		13. ACCOUNTING NUMBER		14. ACCOUNTABLE OFFICE NUMBER		15. TYPE OF TRANSACTION		16. PROJECT NUMBER			
17. CATEGORY CODE		18. FACILITY (Category description)		19. NO. OF UNITS		20. TYPE		21. UNIT OF MEAS.		22. TOTAL QUANTITY		23. COST		24. DRAWING NUMBERS		25. REMARKS	
1		Sentry Station 5'4" x 7'4"	1	P	SF	39	4,500.00									Rein conc foundation floor & wall. Built up roof const 61	26
5		Control Van Shed 5' x 8' Added pads 16' x 28 x 6" and 3' x 6' x 6"	1	P	SF	40	3,989.00									Foundation conc flr natural wall & roof CA const 60; pads 6" rein conc const uk	
10		Msle Lch Pad 12'8" x 17' x 10" w/6'8" x 30'6"	1	P	SF	412	63,001.00									Rein conc structure const 61 (see atch bldg card) w/2 ea conv van sheds 8'x6"x141'; 119 SF const 66	
11		Msle Lch Pad	1	P	SF	864	140,875.00									Rein conc base 4 ea const 61 (see bldg card)	
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TRANSFERRED BY (Signature)														DATE			
TITLE (Area Engr./Base Engr./DPWO)														TITLE (Post Engr./Base Civ. Engr./Navy Rep.)		29. PROPERTY VOUCHER NUMBER	

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 3 OF 18 PAGES

1. FROM: (Installation/Activity/Service)		2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER	
9. TO: (Installation/Activity/Service)		10. OPERATING UNIT	11. DISTRICT CODE	12. OPERATING AGENCY	13. ACCOUNTING NUMBER	14. ACCOUNTING OFFICE NUMBER	15. TYPE OF TRANSACTION <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> BENF/O <input type="checkbox"/> PHYSICAL COM. <input type="checkbox"/> FINAN. COM. <input type="checkbox"/> OTHER (Specify)			16. PROJECT NUMBER

ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS
13		Sentry Station 12'8"x8'	1	P	SF	102	6,500.00		Rein conc, rook built-up, const 1961
15		Misl Lch Pad 72'x12'	1	P	SF	864	68,588.00		Rein conc built conv van shed 119 SF const 66
21		Misl Warhd Bldg 39'4"x20'	1	P	SF	787	24,000.00		Rien conc, const 61
23		Eth Ox1 Pad 6" thick 10'x10'	1	P	SF	100	250.00		Rien conc, const 61
24		Comm, transmitter 26'x47'/wing 10'6"x19'	1	P	SF	1,422	6,156.60		Conc foundation & flr, brick wall asbestos shingle const 1942
25		Misl Asb Test Bldg	1	P	SF	1,352	29,266.00		Rein conc built-up roof, const 61

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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 4 OF 18 PAGES

1. FROM: (Installation/Activity/Service)		2. OPERATING UNIT		3. DIS-TRICT CODE	4. OPER-ATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER
9. TO: (Installation/Activity/Service)		10. OPERATING UNIT	11. DIS-TRICT CODE	12. OPER-ATING AGENCY	13. AC-COUNTING NUMBER	14. AC-COUNTING OFFICE NUMBER	15. TYPE OF TRANSACTION <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> BENF/O <input type="checkbox"/> PHYSICAL COM. <input type="checkbox"/> FINAN. COM.		16. PROJECT NUMBER

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17	18	19	20	21	22	23	24	25	26
27		Std By Gen Plt	1	P	SF	1,096	40,611.00		Rein conc, built-up roof, const 61 Add shed 66
30		EM Brks w/Mess 117'4"x28' 28'x35'4" Wing	1	P	SF	4,274	140,000.00		Rien conc foundation Rien conc w/tile, floor; conc mas units, walls, built-up roof; const 65
31		Gasoline Sta wo/Bldg	1	P	EA		3,006.00		1ea 1,000 gal gas storage tank const 65
33		Co Hq Bldg	1	P	SF	3,558	136,161.00		Rien conc, foundation and flr; wall conc mas units; roof built-up const 61 A/C 5-25T 1972

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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS							
17	18	19	20	21	22	23	24	25	26							
34		Flag Pole	1		EA		550.00		50' wood pole set in conc base const 61							
T-135		San Sewage Pmp Sta 10'x17'3"	1	T	SF	173	350.00		Conc foundation & flr, wood walls rolled roofing const 1942							
T-136		Fire Station 32'X50'	1	T	SF	1,628	4,431.16		Conc foundation & floor wood wall, rolled roofing const 1942							
T-193		San Latrine 5'x12'	1	1	SF	60	600.00		Conc foundation & flr, corr iron wall & roof; const 1959							
T-194		Dorm, Amn 16'X20' Added 5'X6' Shelter Corr. Iron Roof	1	1	SF	320	1,140.00		Conc block foundation wood flr & walls; rolled roofing const 1942							

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY										PAGE 6 OF 18 PAGES	
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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS		
T-195	18	Hq Gp Air Base 25'8"x72'4"	1	S	SF	1,856	4,233.35	28	Conc foundation & flr, wood walls rolled roofing const 1942		
T-196		Dorm, Amn 17'x10'	1	S	SF	170	640.00		Conc block foundation, wood floor & wall; roofing rolled const 1942		
T-208		Dorm, Amn 16'x30'	1	S	SF	480	1,437.94		Conc block foundation, wood flr & wall; rolled roofing const 1942		
T-209		Dorm, Amn 16'x20'	1	S	SF	320	880.00		Conc block foundation, wood flr & wall; rolled roofing const 1942		

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 7 OF 18 PAGES

1. FROM: (Installation/Activity/Service)			2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER
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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS	
17	18	19	20	21	22	23	24	25	26	
T-220		San Latrine 18'x19'	1	S	SF	342	9,394.00		Conc foundation & flr, corr alum walls and roof; const 1965	
T-222		Dorm, Amn 16'x32'7-1/2"	1	S	SF	522	1,630.00		Reinf conc foundation & flr; wood wall, corr alum roof; const 1962	
T-224		Dorm, Amn 16'x32'7-1/2"	1	S	SF	522	1,630.00		Reinf conc foundation and flr, wood wall; corr alum roofing; const 1962	
T-226		Dorm, Amn 16'x32'7-1/2"	1	S	SF	522	1,028.00		Reinf conc foundation and flr, wood wall; corr alum roofing; const 1962	
T-228		Dorm, Amn 16'x32'7-1/2"	1	S	SF	522	1,630.00		Reinf conc foundation and flr, wood wall; corr alum roofing; const 1962	
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TRANSFERRED BY (Signature)						DATE		28. ACCEPTED BY (Signature)		
TITLE (Area Engs./Base Engs./DPRO)						DATE		29. PROPERTY VOUCHER NUMBER		
TITLE (Post Engs./Base Civ. Engs./Navy Rep.)										

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 8 OF 18 PAGES

1. FROM: (Installation/Activity/Service)		2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER
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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS
17	18	19	20	21	22	23	24	25	26
T-230		Dorm, Amn 16'x32'7-1/2"	1	S	SF	522	1,630.00		Reinf conc foundation and flr, wood wall; corr alum roofing; const 1962
T-232		Dorm, Amn 16'x32'7-1/2"	1	S	SF	522	1,630.00		Reinf conc foundation and flr, wood wall; corr alum roofing; const 1962
T-234		Dorm, Amn 16'x32'7-1/2"	1	S	SF	522	1,630.00		Reinf conc foundation & flr, wood wall; corr alum roofing; const 1962
250		Whse Equip Sup Base 40'x80'	1	P	SF	3,200	23,250.00		Conc foundation & flr; corr stl wall & roof; const 1964
265		Wtr Pmp Stn 12'x16'	1	P	SF	192	14,458.00		Conc foundation & flr; hollow tile wall; corr asbestos
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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 9 OF 18 PAGES

1. FROM: (Installation/Activity/Service)			2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER	
9. TO: (Installation/Activity/Service)			10. OPERATING UNIT	11. DISTRICT CODE	12. OPERATING AGENCY	13. ACCOUNTING NUMBER	14. ACCOUNTING OFFICE NUMBER	15. TYPE OF TRANSACTION <input type="checkbox"/> NEW CONSTR. <input type="checkbox"/> EXISTING FAC. <input type="checkbox"/> CAPITAL IMP. <input type="checkbox"/> OTHER (Specify) <input type="checkbox"/> BENF/O <input type="checkbox"/> PHYSICAL COM. <input type="checkbox"/> FINAN. COM. <input type="checkbox"/> OTHER (Specify)			16. PROJECT NUMBER
ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	*COST	DRAWING NUMBERS	REMARKS		
265		(Cont'd)						25	26		
T-269		Wtr Pmp Stn 15'4"x13'8"	1	S	SF	210	4,647.00		roofing; const 1959 Standby Booster Pmp 1967 Remote control & Circuit Breaker 1968		
T-270		Wtr Sup Bldg 10'3"x9'2"	1	S	SF	94	120.00		Conc foundation & flr; wood wall; rolled roofing; const 1942; modified 1958 (\$3,472)		
316		Ammo Stor Bse 9'x30'x8'	1	P	SF	270	2,700.00		Conc foundation & flr; wood wall; rolled roofing; const 1942 Chlorinator & meter. All conc - 2 ea magazines const 1942		
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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 10 OF 18 PAGES

1. FROM: (Installation/Activity/Service)		2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER
ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	"COST"	DRAWING NUMBERS	REMARKS
17	18	19	20	21	22	23	24	25	26
343		Ammo Stor Bse 8'2"x5'	1	P	SF	42	200.00		Conc foundation, flr and walls; rolled roofing; const 1942
638		Tel Exch 35'x47' 10'x16' leanto	1	P	SF	1,645	12,855.16		Conc foundation, flr and walls; rolled roofing; const 1942
651		Elec Pwr Stn Bldg 24'x28'	1	P	SF	672	3,000.00		All conc; const 1942
700		Ammo Stor Bse 10'x25'x8'	1	P	SF	370	3,700.00		All conc; 4'x30'x9' entrance; const 1942
701		Protec Shltr 10'x25'x8'	1	P	SF	250	2,500.00		All conc; const 1942
702		Protec Shltr 10'x25'x6'6"	1	P	SF	200	1,200.00		All conc; const 1942

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DD FORM 1354, 1 NOV 61

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY										PAGE 11 OF 18		PAGES					
1. FROM: (Installation/Activity/Service)			2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER							
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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS								
17	18	19	20	21	22	23	24	25	26								
703		Protec Shltr 10'x25'	1	P	SF	250	2,500.00		All conc; const 1942								
S-891		Guard Towers High 29 - 6'x6' platform on top. Glassed enclosed	1	S	SF	144	11,095.50		Const tower, conc footing; const 65								
S-892		Guard Towers 29' high 6'x6' platform Glass enclosed.	1	S	SF	144	11,095.50		Tower conc footing const 65								
893		Waiting Shelter 12'x18'8"	1	P	SF	224	7,331.00		Conc foundation & flr. Hollow tile walls; pitch & gravel roof; const 69								
11101		Runway 300'x9000'			SY	300,000	1,052,500.00		Asphalt conc; const 1942; rehab 1958								
11102		Runway 150'x7760'			SY	129,333	452,000.00		Asphalt conc; const 1942								
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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 12 OF 18 PAGES

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17	18	19	20	21	22	23	24	25	26					
11108		Runway 160'x4250'			SY	75,556	264,000.00		Asphalt conc; const 1942					
11201		Taxiway 150'x8950'			SY	149,583	373,000.00		Stabilized earth const 1942					
11202		Taxiway 150'x8950'			SY	149,583	373,000.00		Stabilized earth const 1942					
11203		Taxiway			SY	28,111	142,804.00		Asphalt conc const 1942					
11204		Taxiway 130'x820' 120'x1140' 110'x3150'			SY	65,544	229,000.00		Asphalt conc const 1942					
11301		Apron 250'x600'			SY	16,667	58,000.00		Asphalt conc const 1942					
11302		Apron 380'x650' 1/2 150'x300'			SY	28,944	104,000.00		Asphalt conc const 1942					
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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 13 OF 18 PAGES

1. FROM: (Installation/Activity/Service)		2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER	
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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS	
17	18	19	20	21	22	23	24	25	26	
11303		Apron 290'x500' 100'x230'			SY	18,556	65,000.00		Asphalt conc const 1942	
11304		Apron 150'x250'			SY	5,000	14,000.00		Asphalt conc const 1942	
11305		Apron 130'x924'			SY	13,030	24,995.00		Asphalt conc const 1963	
11601		Apron 100'x100' 50'x150'			SY	43,055	246,000.00		Asphalt conc const 1942	
12101		Hydr Fuel, AV 14'8"x16" shelter over pit	EA			3(2100GM)	6,778.24		Const 1963; add 1 1964; instl filter separator and meter-J-4 fuel sys	
12501		4" steel pipeline			LF	6,892-4" 240-6"	42,779.20		Original const 1942 added 240LF6" & 160LF4" 1963; added 337LF4" 1964	

27. STATEMENT OF COMPLETION: The facilities listed hereon are in accordance with maps, drawings, and specifications and change orders approved by the authorized representative of the using agency except for the deficiencies listed on the reverse side.

TRANSFERRED BY (Signature)

DATE

28. ACCEPTED BY (Signature)

DATE

TITLE (Area Engr./Base Engr./DPWO)

TITLE (Post Engr./Base Civ. Engr./Navy Rep.)

29. PROPERTY VOUCHER NUMBER

DD FORM 1354, 1 NOV 61

TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY										PAGE 14 OF 18	PAGES	
1. FROM: (Installation/Activity/Service)			2. OPERATING UNIT		3. DISTRICT CODE	4. OPERATING AGENCY	5. DATE	6. JOB NUMBER	7. SERIAL NUMBER	8. CONTRACT NUMBER		
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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS			
12601	18	200 GPM Fill Stnds	EA	21	22	6	11,100.00	25	Const 1942			
41101		Steel AVGAS Tanks	4		BBL	25,000 Gal(595 b1s ea)						
41104		Storage AVGAS	4		Gal	50,000 Gal(1190b1s ea)	26,000.00		Const 1942			
41105												
41108												
41120		Storage JET FI	1		Gal	25,000(595 bbl)	2,884.77		Const 1963 Includes 2 fuel pumps, 350 gal defueling tank Hyd AVGAS 2 ea Added in 1964			
81101		Elec Substation (Transformers)			KV	330	11,675.00		Const 1961, 1963 Chain Lk Fence 42 LF 1965			
81201		Prim Distr Line 2,300 Single Ph			LF	17,025 120/240, 50KVA	39,051.66		Const 1942 Added 7-1/2, 7-1/2 & 15 KVA Transformers feeding AVGAS Area			
27. STATEMENT OF COMPLETION: The facilities listed hereon are in accordance with maps, drawings, and specifications and change orders approved by the authorized representative of the using agency except for the deficiencies listed on the reverse side.										28. ACCEPTED BY (Signature)		DATE
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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 15 OF 18 PAGES

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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS	
81202	18	Prim Distr Line	20	21	22	23	24	25	26	
81203		Sec Distr Line			LF	10,965	39,001.00		Const 1942 Transfer Nike Site #1 1971	
81204		Sec Distr Line			LF	1,005	6,193.98		Const 1963 Transfer Nike Site #1 1971	
81205		Ext Lighting 5,007 ung'd control cables & conduit		P			13,000.00		Const 1964 Transfer Nike Site #1 1971	
83100		Sewage Trmt & Disposal				200	35,000.00		48 ea floodlites	
101		1-Septic Tank								
102		10'x24'; 34'x53' w/ 52'x63' drying bed - 1-Septic Tank 30'x33" w/30'x60' drying bed								
27. STATEMENT OF COMPLETION: The facilities listed hereon are in accordance with maps, drawings, and specifications and change orders approved by the authorized representative of the using agency except for the deficiencies listed on the reverse side.										
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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 16 OF 18 PAGES

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83100		(Cont'd)									
101		1-Septic Tank 24'x30' 6"x16" w/23'6"x46" drying bed	83102			10	1,100.00		Const 1965 8' dia cesspool serving Bldg T-220		
102											
83105		Sewage Septic Tank 1000 gal/day				20,395	128,465.00		Const 1942; add 65		
83201		Mains, Sewage			LF	500	13,000.00		Const 1942 100,000 gal wtr tank D-30 6" inlet & discharge H-20 2" tank drain		
84100		Wtr Well	1000 gal/day								
84101		Wtr Storage Tank	1000 gal			100	30,000.00		Const 1942		
84201		Wtr Distr			LF	39,765	142,648.00		Const 1942 45' 2" in 1960 Transfer Nike Site #1 1971		
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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 17 OF 18 PAGES

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17	18	19	20	21	22	23	24	25	26
84301		Wtr Hydr			EA	15	8,600.00		Const 1942 Transfer Nike Site #1 1971
85101		Road			SY	26,253	144,267.00		Const 1942 Transfer Nike Site #1 1971
85102		Road			SY	28,845	68,000.00		Const 1942
85103		Driveway			SY	50	675.00		Const 1971
85201		Veh Pkg Area			SY	386	2,560.00		Const 1961 (Adm Lchr site)
85202		Sidewalk (gravel)			SY	1,671	12,547.00		Const 1961 (Adm Lchr site)
85203		Sidewalk (AC)			SY	142	1,686.00		Const 1961 (Adm Lchr site)
87101		Strm Drw Disp1			LF	59,782	469,525.00		Const 1942

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TRANSFER AND ACCEPTANCE OF MILITARY REAL PROPERTY

PAGE 18 OF 18 PAGES

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ITEM NO.	CATEGORY CODE	FACILITY (Category description)	NO. OF UNITS	TYPE	UNIT OF MEAS.	TOTAL QUANTITY	COST	DRAWING NUMBERS	REMARKS
87200	18	Fence Secty 65'x65' enclosure of Pump Sta #1	20	21	22	23	24	25	26
89001		Load & Unload Platform			LF	7,539	34,344.16		Const 1959 Ad'l 100' 1960 jet fuel system
89503		Util Line Ducts			SF	1,010	7,560.00		Const 1970 Conc platform
					LF	232	13,511.00		Const 1963
<p>The above facilities are transferred from the United States Air Force to the United States Army in accordance with the Secretary of the Air Force memorandum dated 5 Dec 74, to be effective upon date excepted by the United States Army. This transfers all real estate rights and interests and is without any reimbursement with two exceptions: water rights to the well in the amount of approximately 5,000 gallons daily for emergencies supply to Kunia Point Satellite Tracking Station and also to the right of the Department of the Air Force to use the flying facilities as required during emergency operations.</p>									
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EXHIBIT 23

DEPARTMENT OF THE ARMY
LEASE
OF PROPERTY ON DILLINGHAM MILITARY RESERVATION

Contract No. DACA84-1-76-153

THIS LEASE, made between the United States Government, by its Secretary of the Army, and the State of Hawaii, by its Board of Land and Natural Resources (for the use and under the control and management of the Department of Transportation), hereinafter called the lessee, WITNESSETH:

That the Secretary of the Army, by virtue of the authority contained in Title 10, United States Code, Section 2667, and for the consideration of repair, maintenance, protection and restoration of the premises, hereby leases to the lessee, for a term of five (5) years, beginning January 3, 1976, and ending January 2, 1981, but revocable at will by the Secretary of the Army, the following described property for light aircraft and airfield support purposes:

Certain parcels of land comprising parallel runways, taxiway, parking areas and various buildings, being a portion of Dillingham Military Reservation, Oahu, Hawaii, containing an area of 133.98 acres, more or less, and for the purpose of this lease identified as Dillingham Airfield, as shown substantially in red on copy of the map titled "Dillingham Military Reservation", dated January 30, 1958, as revised, designated as Exhibit "A", attached hereto and hereby made a part hereof.

TOGETHER WITH the use of other pertinent aviation facilities located thereon and nonexclusive right to use as a means of ingress and egress, such existing roads within Dillingham Military Reservation as may be designated by the officer having immediate jurisdiction over said property.

THIS LEASE is granted subject to the following conditions:

1. That, during the continuance of this lease, the lessee shall, without expense to the Government, maintain, protect, restore and repair the demised area and all improvements thereon in its present state of quality, and shall protect against and promptly repair any damage to the existing roads as means of ingress and egress arising out of or in connection with this lease.
2. That, as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by a representative of the Government and a representative of the lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this lease a similar inventory and condition report shall be prepared and submitted to the Division Engineer, U.S. Army Engineer Division, Pacific Ocean, Corps of Engineers, Building 230, Fort Shafter, APO San Francisco 96558, hereinafter designated as "said officer", said inventory and condition report to constitute the basis for settlement by the lessee with said officer for leased property shown to be lost, damaged, or

destroyed, any such property to be either replaced or restored to the condition required by Condition No. 20 hereof, or at the election of the Government reimbursement made thereto by the lessee at the then current market value thereof. Any such payment shall be made payable to the Treasurer of the United States and forwarded by the lessee direct to the said officer.

3. That the lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

4. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor conduct any vehicle speed contests or grant any interest, privilege, or license whatsoever in connection with this lease except for the purposes provided herein under Condition No. 5 hereof.

5. That the use of Dillingham Airfield is subject to the following operational provisions:

(a) Civil operation will consist of light aircraft transition flying during daylight hours only.

(b) Limitation of aircraft to 12,500 pounds gross weight class and below.

(c) Notices to Airmen (NOTAMS) will be issued by the Department of the Army. The lessee will establish appropriate light plane traffic patterns in coordination with the officer having immediate jurisdiction of said installation.

(d) Right to exclusive military use of leased facilities during an emergency or upon prior notice to lessee, by the Department of the Army, of conditions at Dillingham Military Reservation which would preclude safe civil aviation operations.

(e) Joint military use of leased facilities at all times shall be permitted upon coordination with the officer having jurisdiction over said airfield.

(f) The Department of the Army is not obligated to provide any logistic support or personnel of any type (crash, fire, control tower, security, etc.) at any time.

6. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at any time for the purpose of inspection and inventory and when otherwise deemed necessary for the protection of the interests of the Government, and the lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof.

7. (a) That the Government will not be responsible for any loss, liability, claim or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the lessee in connection with the lessee's use of the premises described herein.

(b) That the lessee will pay or settle claims for injury, loss or damage to personnel or property of, or under the control of, the United States arising out of, or in conjunction with, the lessee's occupancy under this lease, excepting such injuries, losses or damages as a result solely from the negligence or wilful misconduct of any Government personnel, or, if required by the officer having immediate jurisdiction over said airfield, will, in the case of property loss or damage, promptly repair or replace the same to the satisfaction of such officer.

(c) That the Government, its agencies and personnel, shall not be liable, by virtue of any custodial or bailment relationship with the lessee, for any loss of, or damage to, any private aircraft, cargo or other property placed upon Dillingham Military Reservation if such liability would not attach in the absence of such custodial or bailment relationship.

8. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

9. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures or reasonably necessary to discharge the lessee's obligation pursuant to Condition No. 1 hereof.

10. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business and all other matters.

11. That the lessee shall assume full responsibility for the application of pesticides and animal damage control on the outgrant area in accordance with the provisions of the National Environmental Policy Act.

12. That if more than one lessee is named in this lease the obligations of said lessees herein contained shall be joint and several obligations.

13. That the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer.

14. That the lessee shall pay to the proper authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the lessee with respect to or upon the leased premises.

15. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the said officer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessee. The decision of the said officer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise

...ishes to the said officer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative on the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of the contract and in accordance with the said officer's decision.

(b) This Condition does not preclude consideration of law questions in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

16. That this lease may be terminated by the lessee at any time by giving to the Secretary of the Army, through the said officer, at least ten (10) days' notice thereof in writing.

17. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the officer having immediate jurisdiction over the property and to such rules and regulations as may be prescribed by him from time to time.

18. That the lessee shall pay the cost, as determined by the officer having immediate jurisdiction over the property, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee, including the lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the officer having immediate jurisdiction over the property, upon bills rendered monthly.

19. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

20. That, on or before the date of expiration of this lease or its termination by the lessee, the lessee shall vacate the demised premises, remove the property of the lessee therefrom, and restore the premises to as good order and condition as that existing upon the date of commencement of the term of this lease, damages beyond the control of the lessee and due to fair wear and tear excepted. If, however, this lease is revoked, the lessee shall vacate the premises, remove said property therefrom, and restore the premises to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove said property and so restore the premises, then, at the option of the Secretary of the Army, said property shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the premises to be restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

21. That, except as otherwise specifically provided, any reference herein to "Division Engineer" or "said officer" shall include his duly appointed successors and his authorized representatives.

22. That all notices to be given pursuant to this lease shall be addressed, if to the lessee to Director, Department of Transportation, State of Hawaii, 1001 Punchbowl Street, Honolulu, Hawaii 96813; if to the Government to the Division Engineer, U.S. Army Engineer Division, Pacific Ocean, Corps of Engineers, Building 230, Fort Shafter, APO San Francisco 96358, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope, or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

23. The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

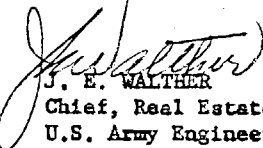
24. The lessee agrees to operate Dillingham Airfield in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex or national origin, be excluded from using the facilities or obtaining the services provided thereon or otherwise be subjected to discrimination under any program or activities provided thereon.

25. There is no property of historical significance included in this lease which falls within the provisions of Presidential Executive Order No. 11593.

26. This lease supersedes Department of the Army Lease of Property on Dillingham Military Reservation (formerly Dillingham Air Force Base), Contract No. DA-94-612-ENG-272, said Lease, Contract No. DA-94-612-ENG-272, as amended by Supplemental Agreements Nos. 1 through 9 thereto, having expired under its own terms.

27. This lease is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF I have hereunto set my hand by authority of the Secretary of the Army as of the commencement date of this lease.


J. E. WALTHER
Chief, Real Estate Division
U.S. Army Engineer Division,
Pacific Ocean
Corps of Engineers

THIS LEASE is also executed by the lessee as of the commencement date of
this lease.

APPROVED
DEPARTMENT OF TRANSPORTATION

STATE OF HAWAII
BOARD OF LAND AND NATURAL RESOURCES

By: E. Alvey Wright

By: C. Cobb
Chairman and Member

By: W. S. Keeney
Member

APPROVED AS TO FORM

James P. Bransome
Deputy Attorney General

APPROVED BY THE BOARD OF
LAND AND NATURAL RESOURCES
AT ITS REGULAR MEETING HELD ON


DEC 10 1976


INVENTORY AND CONDITION REPORT
OF BUILDINGS AND IMPROVEMENTS
AT DILLINGHAM AIRFIELD

<u>Bldg. No.</u>	<u>Description</u>	<u>Condition</u>
24	Former transmitter building, containing 1,422 square feet, more or less. Concrete foundation, concrete floor, red brick walls and asbestos shingle roof. Adjoining 50'x50' land area overgrown with weeds and shrubberies.	Poor
T-194 & T-209 (MULTICOM Station & Tower)	Two (16'x20' each) adjoining wooden structures set on concrete blocks connected by a 20' long enclosed corridor. Roof leaks.	Poor
T-195	Administrative Building, containing 1,356 square feet, more or less. Concrete floor and foundation, wood frame, wood siding, asphalt roofing.	Fair
T-196	Wooden 10'x17' (dilapidated) shack	Poor
T-203	Dormitory - wooden structure, 16'x30' with sink and one cold water faucet.	Poor
T-222, T-224, T-226, T-228, T-230, T-232 & T-234	Dormitories - all seven structures (16'x33' each) similarly constructed. Wooden floors and walls, corrugated iron roofs. Slight damages to doors and screens. However, Bldg 234 dilapidated.	Fair to Good
T-220	Latrine - 18'x19', concrete floor, unpainted corrugated iron walls and roof. Shower heads intact, urinals beginning to rust.	Good
	Lavatories with hot and cold water	Good
	Toilets - jet siphon type	Good
	Water heater - approx. 100 gal. capacity	Good
	NOTE: Lower left rear wall and top right screen damaged.	
250	General purpose, storage warehouse - 40'x80', concrete foundation and floor, metal wall sidings, and corrugated iron roof.	Very Good
--	AV Gas Tank - 25,000 gal. capacity, and 3 underground hydrants.	Good
--	Runway 8-26 Right, 8,975'x300', asphaltic concrete paved. With the exception of the center line marking runway designations are approximately 75% obliterated.	Fair

<u>Item No.</u>	<u>Description</u>	<u>Condition</u>
--	Runway 8-26 Left, 7,780'x150' asphaltic concrete paved. No runway designations. The "makai" half of this runway is in poor condition with raveling of gravel along approximately the entire said half and several failures located along the "mauka" side.	Fair
--	Coral surfaced parking area overgrown with weeds.	Fair

The foregoing is a consolidation of inventory and condition reports dated 12 January 1962, 29 January 1964, 21 January 1972 and 18 October 1973, made and accepted by representatives of the Government and the lessee reflecting the then present conditions of the facilities at Dillingham Airfield. For the purpose of Condition No. 2 of Lease, Contract No. DAGAS4-1-76-153, the undersigned agree that the conditions thereof are as indicated as of the effective date of said lease.


 BERT A. YOSHINAGA, Realty Specialist
 U.S. Army Support Command, Hawaii


 WILLIAM T. KLOPP
 Department of Transportation
 State of Hawaii



 FRANKLIN B. C. CHUNG, Realty Specialist
 U.S. Army Engineer Division, Pacific Ocean

EXHIBIT 24

DEPARTMENT OF THE ARMY
LEASE
OF PROPERTY ON DILLINGHAM MILITARY RESERVATION

Contract No. DACAS4-1-81-27

THIS LEASE, made between the United States Government, by its Secretary of the Army hereinafter called the Government, and the State of Hawaii, by its Board of Land and Natural Resources (for the use and under the control and management of the Department of Transportation), hereinafter called the lessee,

WITNESSETH:

THAT the Secretary of the Army, by virtue of the authority contained in Title 10, United States Code, Section 2667, and for the consideration as hereinafter set forth, hereby leases to the lessee, for a term of twenty-five (25) years, beginning on the date of execution hereof by the Government, but revocable at will by the Secretary of the Army during a national emergency declared by the President or the Congress of the United States, or in the event the lessee violates any of the terms and conditions of this lease, certain parcels of land comprising parallel runways, taxiways, parking areas and various buildings and improvements for use as a joint Department of Defense/Civil Airport, being a portion of Dillingham Military Reservation (for the purpose of this lease identified as Dillingham Airfield), as delineated in red on Exhibit "A" and more particularly described on Exhibit "B", both exhibits attached hereto and made parts hereof, TOGETHER WITH other pertinent aviation facilities located thereon, including the entire water system as shown in red on Exhibit "C", also attached hereto and made a part hereof, and the nonexclusive right to use as a means of ingress and egress, such existing roads within Dillingham Military Reservation as may be designated by the officer having immediate jurisdiction over said property, hereinafter referred to as "said officer";

RESERVING unto the United States the right to use, and to authorize others to use jointly with the lessee, all existing roads located within the aforesaid demised premises;

SUBJECT also to any existing easements for electric power transmission lines, telephone or telegraph lines, gas, gasoline, oil or sewer pipelines, or other facilities located on the leased premises such as but not limited to the following:

A. Easement granted to Hawaiian Telephone Company for underground communication cables within the northern boundary alongside of Farrington Highway.

B. License granted to Castle & Cooke for use of roadway located at the east end of the runway for ingress to and egress from the adjoining agricultural lands.

THIS LEASE is granted subject to the following conditions:

1. That the consideration for this grant of lease shall be the maintenance, protection, repair, or restoration by the lessee of the property leased. During the continuance of this lease, the lessee shall, without expense to the Government maintain, protect, restore and repair the leased area and all improvements thereon in its present state of equality, and shall protect against and promptly repair any damage to the existing roads as means of ingress and egress arising out of or in connection with this lease. The lessee shall also pay to the United States on demand any reasonable sum which may have to be expended after the expiration, or termination of this lease in restoring the premises to the condition required by Condition No. 26 hereof. Compensation shall be made payable to the Treasurer of the United States and forwarded by the lessee direct to the Division Engineer, U.S. Army Engineer Division, Pacific Ocean, Corps of Engineers, Building 230, Fort Shafter, Hawaii 96858.

2. That the lessee's use of Dillingham Airfield shall be limited to the construction, operation, repair, and maintenance of a public airport facility. The use authorized herein includes the construction, operation, and maintenance of runways, taxiways, lighting, access road, aircraft parking and tie-down areas, administration and terminal buildings, hangars, and related appurtenances and facilities, including the construction, operation and maintenance of retail sales and retail service facilities normally associated with public airport facilities.

3. That, as of the commencement date of this lease, an inventory and condition report of all personal property and improvements of the Government included in this lease shall be made by representatives of the Government and the lessee to reflect the then present condition of said property. A copy of said inventory and condition report shall be attached hereto and become a part hereof, as fully as if originally incorporated herein. At the expiration, revocation, or termination of this lease a similar inventory and condition report shall be prepared and submitted to the Division Engineer, U.S. Army Engineer Division, Pacific Ocean, Corps of Engineers, Building 230, Fort Shafter, Hawaii 96858, said inventory and condition report to constitute the basis for settlement by the lessee with the government for leased property shown to be lost, damaged, or destroyed, any such property to be either replaced or restored to the condition required by Condition No. 26 hereof, or at the election of the Government reimbursement made thereto by the lessee at the then current market value thereof.

4. That the lessee has inspected and knows the condition of the leased property, and it is understood that the same is hereby leased without any representation or warranty by the Government whatsoever, and without obligation on the part of the Government to make any alterations, repairs, or additions thereto.

5. That the lessee shall neither transfer nor assign this lease or any property on the demised premises, nor sublet the demised premises or any part thereof or any property thereon, nor conduct any vehicle speed contests or grant any interest, privilege, or license whatsoever in connection with this lease except for the purposes provided herein under Condition No. 6 hereof.

6. That the use of Dillingham Airfield is subject to the following operational provisions:

(a) That the primary purpose of the land and improvements within the leased area is for the operation of a joint-use-airport.

(b) The priorities for use of Dillingham Airfield shall be:

(1) military flight operations, (2) civil aviation and sport parachute operations; and (3) military ground maneuvers. Notwithstanding the foregoing, military ground units will be permitted access to the leased area when engaged in air mobile/aviation missions.

(c) The lessee may sublet portions of the leased area for hangar uses, parking and storage of aircraft, retail sales and service facilities associated with public aviation activities. The operation of the airfield facilities and supervision of the subleases will be under the lessee's management, not by contract.

(d) That Dillingham Airfield shall be used by and under the authority of the lessee for the sole purpose of operating an airport, all as contained in this lease. No other use of the said joint use area shall be made by or under the authority of the lessee except as authorized in writing by the said officer.

(e) ~~(f)~~ That the Government shall be under no obligation to operate or maintain the Government-owned airport facilities within the leased area, including but not limited to the runways, taxiways, navigational aids and tower at Dillingham Airfield.

(f) That prior to commencing activities under this lease, the lessee shall secure any required concurrences and/or approvals of the Federal Aviation Administration (FAA) and other federal and state agencies having jurisdiction over the conduct of public airport facilities.

(g) That, as specified in paragraph 6(b), Dillingham Airfield shall be subject to military flight operations and ground maneuvers for limited periods. Those operations or maneuvers may be inconsistent with, or create a hazard to civil aircraft operations. Prior to commencing such operations or maneuvers, the Government shall give reasonable advance notice to the lessee who will be responsible for notifying civil aviation users.

7. That the lessee shall, in advance, coordinate with and obtain the written approval of the said officer before installing or adding any external lighting, electronics and communication equipment at Dillingham Airfield. Furthermore, upon request of the said officer or his representative, both outside and inside lighting that may have adverse impact on military flight operations conducted at night will be turned off or adequately subdued.

8. (a) That unless otherwise agreed in writing by said officer, lessee will provide aircraft advisory services at Dillingham Airfield on frequency 123.0 (UNICOM).

(b) It is understood by the parties that the Government is not obligated to provide any services to persons utilizing Dillingham Airfield. Specifically, the Government is not obligated to provide emergency, weather, communications, air traffic, or similar services.

9. That the lessee shall prepare and submit to said officer for review a General Development Plan for the leased area and such adjacent lands which the lessee anticipates will be ultimately required during the term of this lease. The actual development of the airfield by and under the authority of the lessee shall be in accordance with the plan as approved by the Army command. The lessee may submit requests to amend the approved General Development Plan as it deems necessary from time to time following the same procedures as the original plan.

10. That the right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at all reasonable times for the purpose of inspection and inventory, and when otherwise deemed necessary for the protection of the interests of the Government, and the lessee shall have no claim of any character on account thereof against the United States or any officer, agent, or employee thereof while acting on official business and in an official capacity.

11. (a) That the Government will not be responsible for any loss, liability, claim or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the lessee in connection with the lessee's use of the premises described herein.

(b) That the lessee will pay or settle claims for injury, loss or damage to personnel or property of, or under the control of, the United States arising out of, or in conjunction with, the lessee's occupancy under this lease, excepting such injuries, losses or damages as a result solely from the negligence or wilful misconduct of any Government personnel, or, if required

by the said officer, will, in the case of property loss or damage, promptly repair or replace the same to the satisfaction of such officer.

(c) That the Government, its agencies and personnel, shall not be liable, by virtue of any custodial or bailment relationship with the lessee, for any loss of, or damage to, any private aircraft, cargo or other property placed upon Dillingham Airfield if such liability would not attach in the absence of such custodial or bailment relationship.

12. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

13. That for such period as the lessee is in possession of the leased property pursuant to the provisions and conditions of this lease the lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. The lessee shall procure such insurance from any responsible company or companies, and furnish either the original policy or policies or certificate of insurance or certificates of insurance to the Division Engineer. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government, and that in the event the Government does not elect by notice in writing to the insurer within 60 days after the damage or destruction occurs to have the proceeds paid to the lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the Government, provided, however, that the insurer, after payment of any proceeds to the lessee in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore or replace the leased property, or any part thereof.

14. That the lessee shall cut no timber, conduct no mining or drilling operations, remove no sand, gravel, or kindred substances from the ground, except in the exercise of mineral rights heretofore reserved to the record owner thereof, commit no waste of any kind, or in any manner substantially change the contour or condition of the property hereby leased, except changes required in carrying out soil and water conservation measures or reasonably necessary to discharge the lessee's obligation pursuant to Condition No. 1 hereof.

15. The Government agrees that it will not construct or permit construction of any obstruction which would constitute a hazard as determined under Part 77 of the Federal Aviation Regulations. The Government agrees that lessee has the authority to take appropriate action to control any obstruction (including vegetation) which would constitute an obstruction under Part 77 of the Federal Aviation Regulation.

16. That the lessee shall comply with all applicable laws, ordinances, and regulations of the State, county, and municipality wherein the said demised premises are located, with regard to construction, sanitation, licenses or permits to do business and all other matters.

17. That in the use of the leased property, the lessee shall, at its own expense, comply with the National Environmental Policy Act of 1969, the Federal Insecticide, Fungicide and Rodenticide Act, as amended by the Federal Environmental Pesticide Control Act of 1972 (7 U.S.C. 136), and all applicable rules and regulations promulgated by the Environmental Protection Agency and other competent federal, state and local pollution authorities.

18. That except as herein authorized, the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer.

19. That the lessee shall pay to the property authority, when and as the same becomes due and payable, all taxes, assessments, and similar charges, which at any time during the term of this lease, may be taxed, assessed or imposed upon the Government or upon the lessee with respect to or upon the leased premises.

20. (a) That, except as otherwise provided in this lease, any dispute concerning a question of fact arising under this lease which is not disposed of by agreement shall be decided by the Division Engineer, who shall reduce his decision to writing and mail or otherwise furnish a copy thereof to the lessee. The decision of the Division Engineer shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the lessee mails or otherwise furnishes to the Division Engineer a written appeal addressed to the Secretary of the Army. The decision of the Secretary or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, or capricious, or arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this condition, the lessee shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the lessee shall proceed diligently with the performance of this lease and in accordance with the Division Engineer's decision.

(b) This Condition does not preclude consideration of law question in connection with decisions provided for in paragraph (a) above: Provided, that nothing in this Condition shall be construed as making final the decision of any administrative official, representative, or board on a question of law.

21. That this lease may be terminated by the lessee at any time by giving to the Secretary of the Army, through the Division Engineer, at least ten (10) days' notice thereof in writing.

22. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the said officer and to such rules and regulations as may be prescribed by him from time to time. Such rules and regulations shall not be inconsistent with Federal Aviation Regulations and assurances made by lessee under the Airport and Airway Improvement Act of 1982.

23. That the lessee shall pay the cost, as determined by the said officer, of producing and/or supplying any utilities and other services furnished by the Government or through Government-owned facilities for the use of the lessee, including the lessee's proportionate share of the cost of operation and maintenance of the Government-owned facilities by which such

utilities or services are produced or supplied. The Government shall be under no obligation to furnish utilities or services. Payment shall be made in the method prescribed by the said officer, upon bills rendered monthly.

24. That no member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit to arise therefrom. Nothing, however, herein contained shall be construed to extend to any incorporated company, if the lease be for the general benefit of such corporation or company.

25. At the expiration or termination of this lease, any improvements constructed by the lessee in the joint use area shall, at the option of the Secretary of the Army, either (1) become the property of the Government without compensation therefor, or (2) fall within provisions of Condition No. 26 hereof.

26. That, on or before the date of expiration of this lease, or its termination by the lessee, the lessee shall at its cost vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to as good order and condition as that existing upon the date of commencement of the term of this lease, less ordinary wear and tear and damage to the leased property covered by insurance and for which the Government shall receive or has received insurance funds in lieu of having the damaged property repaired, replaced, or restored. If, however, this lease is revoked, the lessee shall vacate the leased property, remove the property of the lessee therefrom, and restore the leased property to the condition aforesaid within such time as the Secretary of the Army may designate. In either event, if the lessee shall fail or neglect to remove the property of the lessee and so restore the leased property, then, at the option of the Secretary of the Army, the property of the lessee shall either become the property of the United States without compensation therefor, or the Secretary of the Army may cause it to be removed and the leased property to be so restored at the expense of the lessee, and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work.

27. That, except as otherwise specifically provided, any reference herein to "Division Engineer" shall include his duly appointed successors and his authorized representatives.

28. That all notices to be given pursuant to this lease shall be addressed, if to the lessee to Director, Department of Transportation, State of Hawaii, 869 Punchbowl Street, Honolulu, Hawaii 96813; if to the Government to the Division Engineer, U.S. Army Engineer Division, Pacific Ocean, Corps of Engineers, Building 230, Fort Shafter, Hawaii 96858, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when inclosed in a properly sealed envelope, or wrapper, addressed as aforesaid and deposited postage prepaid (or, if mailed by the Government, deposited under its franking privilege) in a post office or branch post office regularly maintained by the United States Government.

29. The lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the lessee for the purpose of securing business. For breach or

violation of this warranty the Government shall have the right to annul this lease without liability or in its discretion to require the lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

30. The lessee agrees to operate Dillingham Airfield in a nondiscriminatory manner to the end that no person, on the ground of race, color, religion, sex or national origin, be excluded from using the facilities or obtaining the services provided thereon or otherwise be subjected to discrimination under any program or activities provided thereon.

31. There is no property of historical significance included in this lease which falls within the provisions of Presidential Executive Order No. 11593.

32. This lease supersedes Department of the Army lease on Property on Dillingham Military Reservation, Contract No. DACA84-1-76-153.

33. This lease is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand this 16th day of
FEBRUARY 1983 by direction of the Assistant Secretary of the Army
(IL&FM).
Gordon M. Hovell
Assistant for Real Property
OASA (IL&FM)

THIS LEASE is also executed by the lessee as of the 11th day of May
1983.

APPROVED
DEPARTMENT OF TRANSPORTATION

STATE OF HAWAII
BOARD OF LAND AND NATURAL RESOURCES

By: Ryokichi Higashimura
Ryokichi Higashimura
Its Director of Transportation

By: S. Ono
Chairman and Member

By: Spencer Kealoha
Member

APPROVED AS TO FORM

Sheldenevash

APPROVED BY THE BOARD OF
LAND AND NATURAL RESOURCES
AT ITS MEETING HELD ON

SEP 11 1981

APPROVED AS TO FORM

Sheldenevash
Deputy Attorney General, State of Hawaii

Page 8 of 8 Pages

May 2, 1983 Lease, Contr. No. DACA84-1-81-27



NOTE:
Map prepared from compiled data.
All elevations referred to mean sea level.
Origin of Azimuths, "Dillingham" Δ.
Coordinates referred to "Dillingham" A.

DILLINGHAM AIRFIELD
General Aviation Field
State Project No. 0-1290
ADAP Project No. 5-15-0018-02

DILLINGHAM AIRFIELD

Being portions of Dillingham and Kawaihapai
Military Reservations and Dillingham Air
Force Base (Parcel 1 of Governor's Executive
Order No. 1530)

Being also a portion of U.S. Civil No. 539

Being also the land titles listed as follows:

Being a portion of Lot 1-B, as shown on
Map 4 of Land Court Application 588 to
be designated as Lot 1-B-3, covered by
Owner's Certificate of Title No. 3633,
filed in the Office of the Assistant
Registrar of the Land Court

Being a portion of Lot 3, as shown on
Map 3 of Land Court Application 588 to
be designated as Lot 3-B, covered by
Owner's Certificate of Title No. 71,234,
filed in the Office of the Assistant
Registrar of the Land Court

Being a portion of Grant 338 to Hikiau and
Kaua

Being a portion of Grant 339 to Huaailani,
Uka, Kahewa and Kane

Being a portion of Grant 333 to Manana and
Hula

Being a portion of Grant 343 to Kalauchaena,
Puaokapolu, Keahilele and Naniu

Being a portion of Grant 279 to Mahiahume,
Hookamalii, Kaaiulaula and Paele

Being a portion of Grant 260 to Kaakau

Being a portion of Grant 259 to Haule

Being a portion of Grant 258 to Kane

Being a portion of Grant 240 to William S.
Emerson

Being a portion of Grant 456 to I. Halali

Being a portion of Grant 459 to Koanaku,
Palau and Kaweawea

Being a portion of Grant 457 Apana 2 to
John T. Gulick

Being all of Lot B-1-B, as shown on Map 4
of Land Court Application 1107, covered by
Owner's Certificate of Title No. 53,047,
filed in the Office of the Assistant
Registrar of the Land Court

Being a portion of the Government Land of
Kaena

Land situated at Kaena to Mokuleia, Waialua, Oahu
Hawaii

Beginning at the Northeast corner of this piece of
land, at the Northwest corner of Lot 6, Map 6 of Land
Court Application 1107 and on the South side of Waialua-
Kaena Point Road, Federal Aid Project No. FAP 35-A (1),
the coordinates of said point of beginning referred to
Government Survey Triangulation Station "Dillingham"
being 418.38 feet South and 2,596.46 feet West, thence
running by azimuths measured clockwise from true South:

- | | | |
|-----|--------------|---|
| 1. | 12° 40' | 480.75 feet along Lot 6, Map 6
of Land Court Application
1107; |
| 2. | 109° 36' | 119.31 feet along Lot 7, Map 6
of Land Court Application
1107; |
| 3. | 79° 46' | 122.15 feet along same; |
| 4. | 86° 46' | 256.00 feet along Lot 7, Map 6
of Land Court Application
1107 and along the re-
mainder of Grant 457 Apana
2 to John T. Gulick; |
| 5. | 70° 17' | 122.73 feet along the remainder
of Grant 457 Apana 2 to
John Gulick; |
| 6. | 90° 35' 20" | 4850.00 feet along the remainder
of Dillingham Military
Reservation; |
| 7. | 0° 35' 20" | 250.00 feet along same; |
| 8. | 90° 35' 20" | 400.00 feet along same; |
| 9. | 180° 35' 20" | 250.00 feet along same; |
| 10. | 90° 35' 20" | 700.00 feet along same; |
| 11. | 0° 35' 20" | 330.00 feet along same; |
| 12. | 90° 35' 20" | 500.00 feet along same; |

Dillingham Airfield, Project No. 5-15-0018-02 (Cont'd.)

13. 180° 35' 20" 330.00 feet along same;
14. 90° 35' 20" 1393.71 feet along the remainder of Dillingham Military Reservation and along the remainder of Lot 1-B, Map 4 of Land Court Application 588;
15. 0° 35' 20" 1510.00 feet along the remainders of Lot 1-B, Map 4 and Lot 3, Map 3 of Land Court Application 588;
16. 90° 35' 20" 1407.34 feet along the remainders of Lot 3, Map 3 of Land Court Application 588 and Dillingham Air Force Base (Parcel 1 of Governor's Executive Order No. 1530);
17. 137° 48' 45" 146.82 feet along Kaena Quarry Site;
18. 167° 25' 45" 460.67 feet along Kaena Quarry Site and along Lot 4, Map 3 of Land Court Application 588;
19. 139° 42' 15" 364.50 feet along Lot 4, Map 3 of Land Court Application 588;
20. 216° 08' 15" 82.40 feet along same;
21. 292° 53' 45" 70.00 feet along same;
22. 202° 53' 45" 80.00 feet along same;
23. 112° 53' 45" 317.82 feet along same;
24. 155° 29' 45" 476.45 feet along same;
25. 91° 20' 15" 20.00 feet along same;
26. 88° 26' 45" 470.00 feet along same;
27. 93° 22' 45" 116.74 feet along same;
28. 180° 34' 45" 354.81 feet along Lot 1-A, Map 4 of Land Court Application 588;
29. 250° 30' 45" 17.70 feet along the South side of Proposed Kaena Point Road, Project No. S-0990 (1);
30. Thence along same on a curve to the right with a radius of 7433.65 feet, the chord azimuth and distance being 252° 40' 45" 562.08 feet;

31. 254° 50' 45" 102.03 feet along the South side of Proposed Kaena Point Road, Project No. S-0990 (1);
32. 164° 50' 45" 5.00 feet along same;
33. 254° 50' 45" 769.55 feet along same;
34. Thence along same on a curve to the right with a radius of 2829.79 feet, the chord azimuth and distance being 262° 42' 15" 773.80 feet;
35. 270° 33' 45" 1388.29 feet along the South side of Proposed Kaena Point Road, Project No. S-0990 (1);
36. 270° 34' 30" 5477.26 feet along the South side of Proposed Kaena Point Road, Project No. S-0990 (1) and Waialua-Kaena Point Road, Project No. FAP 35-A (1);
37. Thence along the South side of Waialua-Kaena Point Road, Project No. FAP 35-A (1), on a curve to the right with a radius of 2774.93 feet, the chord azimuth and distance being 275° 14' 30" 451.53 feet;
38. 279° 54' 30" 1911.68 feet along the South side of Waialua-Kaena Point Road, Project No. FAP 35-A (1) to the point of beginning and containing an area of 272.000 acres.

Subject, however, to an easement for underground communication lines, over, along, under and across the parcel of land designated and shown as Easement "F" on Map 5 of Land Court Application 588;

Subject, also, to Easement "A" for power line, over, along, under and across the parcel of land designated and shown as Easements "A" and "B" on Map 3 of Land Court Application 588.

Subject, also, to an easement, over, along, under and across the parcel of land designated and shown as Easement 20 on Map 9 of Land Court Application 1107.

Subject, also, to an easement, over, along, under and across the parcel of land designated and shown as Easement 26 on Map 11 of Land Court Application 1107.

Subject, also, to Easement "A" for power line, Easement "D" for ditch and Easement "E" for water line, said easements being fully described and delineated in that certain eminent domain proceedings docketed in the United States District Court for the District of Hawaii as Civil No. 539.

Subject, also, to Easement "F" for water pipe line and electric power line, over, along, under and across Lot 3 of Land Court Application 588 and described in Document No. 133,409, filed in the Office of the Assistant Registrar of the Land Court.

Together with Areas 8 and 9 for Clear Zone Easement as shown on the LAND TITLE MAP and as described as follows:

AREA 8

Beginning at the Southwest corner of this piece of land, on the North side of former Oahu Railway & Land Company 40 Ft. Right-of-Way, the true azimuth and distance to the end of Course 28 of the above described Dillingham Airfield being 0° 34' 45" 115.26 feet, thence running by azimuths measured clockwise from true South:

1. 180° 34' 45" 108.00 feet along Lot 1-A, Map 4 of Land Court Application 588;
2. 276° 17' 55" 247.08 feet along the remainder of Lot 1-B, Map 4 of Land Court Application 588;
3. 71° 50' 45" 259.61 feet along the former Oahu Railway & Land Company 40 Ft. Right-of-Way to the point of beginning and containing an area of 0.305 acre.

AREA 9

Beginning at the Southwest corner of this piece of land, at the end of Course 28 of the above described Dillingham Airfield, thence running by azimuths measured clockwise from true South:

1. 180° 34' 45" 51.90 feet along Lot 1-A, Map 4 of Land Court Application 588;
2. 251° 50' 45" 411.90 feet along 20 Ft. Reserve for Public Road;

3. 276° 17' 55" 133.93 feet along the remainder of Lot 1-B, Map 4 of Land Court Application 588;
4. Thence along same on a curve to the left with a radius of 7433.65 feet, the chord azimuth and distance being 72° 33' 59" 532.84 feet;
5. 70° 30' 45" 17.70 feet along the remainder of Lot 1-B, Map 4 of Land Court Application 588 to the point of beginning and containing an area of 0.531 acre.



Honolulu, Hawaii
June 18, 1980

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
Highways Division

By Harold M. Yonamine
Cadastral Engineer

Tax Map Keys: 6-8-02, 03 and 6-9-01

(Calc. Folder 533, Page 28)
(Coords. Calc. Folder 533, Page 28)

CESS ROAD PLAN

SCALE IN MILES

0

1

2

3

4

5

6

DILLINGHAM AIR FIELD

Army Water System

Air Force Water Line

PAINTED

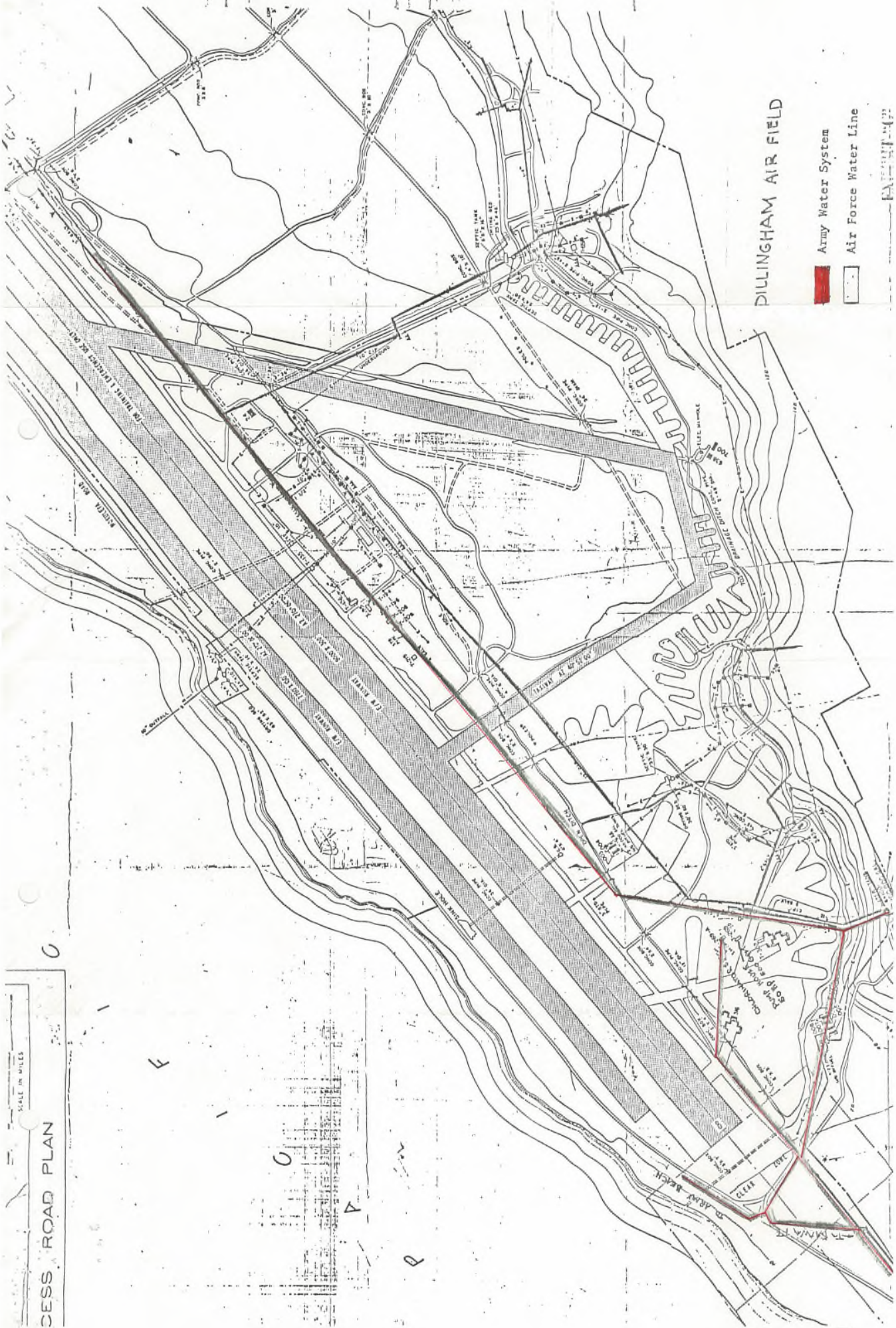


EXHIBIT 25

cmv

DACA84-1-09-135

DEPARTMENT OF THE ARMY LEASE

Dillingham Military Reservation

Honolulu, Hawaii

THIS LEASE, made on behalf of the United States ("Government"), between the **SECRETARY OF THE ARMY** hereinafter referred to as the Secretary, and **STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "Lessee".

WITNESSETH:

That the Secretary, by the authority of Title 10, United States Code, Section 2667, and for the consideration hereinafter set forth, hereby leases to the Lessee the property identified in **Exhibit A and B**, attached hereto and made a part hereof, hereinafter referred to as the "premises", for the purposes of operating an airfield, parallel runways, taxiways, parking areas and various building and improvements for use as a joint Department of Defense/Civil Airport, being a portion of Dillingham Military Reservation (for the purpose of this lease identified as Dillingham Airfield), as delineated in Red on Exhibit "A" and more particularly described on Exhibit "B", **TOGETHER WITH** other pertinent aviation facilities located thereon, including the entire water system as shown in red on Exhibit "C", and the nonexclusive right to use as a means of ingress and egress, such existing road within Dillingham Military Reservation as may designated by the officer having immediate jurisdiction over said property, hereinafter referred to as "said officer."

RESERVING unto the United States the right to use, and to authorize to use jointly with the lessee, all existing roads located within the aforesaid demised premises.

THIS LEASE is granted subject to the following conditions:

1. TERM

Said premises are hereby leased for a term of Twenty-Five (25) years, beginning on the date of execution, but revocable at will by the Secretary during a national emergency declared by the President or the Congress of the United States, or in the event the lessee violates any of the terms and conditions of this lease.

2. CONSIDERATION

The consideration for this grant of lease shall be the maintenance, protection, repair, or restoration by the lessee of the property leased. During the continuance of this lease, the lessee shall, without expense to the Government maintain, protect, restore and repair the leased area and all improvements thereon in its present state of equality and shall protect against and promptly repair any damage to the existing roads as means of ingress and egress arising out of or in connection with this lease.

3. NOTICES

All correspondence and notices to be given pursuant to this lease shall be addressed, if to the Lessee, to State of Hawaii, Director, Department of Transportation, 869 Punchbowl Street, Honolulu, Hawaii 96813 and, if to the United States, to the District Engineer, Attention: Chief, Real Estate Division, Building 230, Fort Shafter, Hawaii, 96858, or as may from time to time otherwise be directed by the parties. Notice shall be deemed to have been duly given if and when enclosed in a properly sealed envelope, or wrapper, addressed as aforesaid, and deposited postage prepaid in a post office regularly maintained by the United States Postal Service.

4. AUTHORIZED REPRESENTATIVES

Except as otherwise specifically provided, any reference herein to "Secretary", "District Engineer", or "said officer" shall include their duly authorized representatives. Any reference to "Lessee" shall include any sublessees, assignees, transferees, successors and their duly authorized representatives.

5. SUPERVISION BY THE DISTRICT ENGINEER

The use and occupation of the premises shall be subject to the general supervision and approval of the District Engineer, Honolulu District, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer.

6. APPLICABLE LAWS AND REGULATIONS

The Lessee shall comply with all applicable Federal, state, county and municipal laws, ordinances and regulations wherein the premises are located.

7. CONDITION OF PREMISES

a. The Lessee acknowledges that it has inspected the premises, knows its condition, and understands that the same is leased without any representations or warranties whatsoever and without obligation on the part of the United States to make any alterations, repairs, or additions thereto.

b. As of the date of this lease, an inventory and condition report of all personal property and improvements of the United States included in this lease shall be made by said officer and the Lessee to reflect the condition of said property and improvements. A copy of said report is attached hereto as **Exhibit D** and made a part hereof. Upon the expiration, revocation or termination of this lease, another inventory and condition report shall be similarly prepared. This report shall constitute the basis for settlement for property damaged or destroyed. Any such property must be either replaced or restored to the condition required by the condition on **PROTECTION OF PROPERTY**.

8. TRANSFERS AND ASSIGNMENTS

Without prior written approval of the District Engineer, the Lessee shall neither transfer nor assign this lease, nor sublet the premises or any part thereof, nor grant any interest, privilege or license whatsoever in connection with this lease. Failure to comply with this condition shall constitute a noncompliance for which the lease may be revoked immediately by the District Engineer.

9. COST OF UTILITIES

The Lessee shall pay the cost, as determined by the officer having jurisdiction over the premises, of producing and/or supplying any utilities and other services furnished by the government or through government-owned facilities for the use of the Lessee, including the Lessee's proportionate share of the cost of operation and maintenance of the government-owned facilities by which such utilities or services are produced or supplied. The government shall be under no obligation to furnish utilities or services. Payment shall be made in the manner prescribed by the officer having such jurisdiction.

10. PROTECTION OF PROPERTY

The Lessee shall keep the premises in good order and in a clean, safe condition by and at the expense of the Lessee. The Lessee shall be responsible for any damage that may be caused to property of the United States by the activities of the Lessee under this lease, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the Lessee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the Lessee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the Lessee in an amount necessary to restore or replace the property to a condition satisfactory to said officer.

11. INSURANCE

a. At the commencement of this lease, the Lessee, unless self-insured, and its sublessees and concessionaires at the commencement of operating under the terms of this lease as third parties, shall obtain from a reputable insurance company or

companies contracts of liability insurance. The insurance shall provide an amount not less than that which is prudent, reasonable and consistent with sound business practices, for any number of persons or claims arising from any one incident with respect to bodily injuries or death resulting therefrom, property damage, or both, suffered or alleged to have been suffered by any person or persons, resulting from the operations of the sublessees and concessionaires under the terms of this lease. The Lessee shall require its insurance company to furnish to the District Engineer a copy of the policy or policies or, if acceptable to the District Engineer, certificates of insurance evidencing the purchase of such insurance.

b. The insurance policy or policies shall specifically provide protection appropriate for the types of facilities, services and products involved; and shall provide that the District Engineer be given thirty (30) days notice of any cancellation or change in such insurance.

c. The District Engineer may require closure of any or all of the premises during any period for which the sublessees and concessionaires do not have the required insurance coverage.

d. As to those structures and improvements on the premises constructed by or owned by the United States, for such periods as the Lessee is in possession of the premises pursuant to the terms and conditions of this lease, the Lessee shall procure and maintain at the Lessee's cost a standard fire and extended coverage insurance policy or policies on the leased premises to the full insurable value thereof. The Lessee shall procure such insurance from a reputable company or companies. The insurance policy shall provide that in the event of loss thereunder, the proceeds of the policy or policies, at the election of the United States, shall be payable to the Lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, and any balance of the proceeds not required for such repair, restoration or replacement shall be paid to the United States. If the United States does not elect by notice in writing to the insurer within sixty (60) days after the damage or destruction occurs to have the proceeds paid to the Lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the United States, provided however that the insurer, after payment of any proceeds to the lessee in accordance with the provision of the policy or policies, shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the United States to repair, restore or replace the leased premises or any part thereof.

e. That any sublessees shall provide comprehensive general liability with limits set by the State of Hawaii, but no less than the limits required by the Government and provide a Certificate of Insurance making the United States of America and the State of Hawaii as an additional insured. The amounts for the comprehensive general liability insurance required are \$1 Million per occurrence/\$2 Million aggregate.

12. RIGHT TO ENTER

The right is reserved to the United States, its officers, agents, and employees to enter upon the premises at any time and for any purpose necessary or convenient in connection with government purposes; to make inspections, to remove timber or other material, except property of the Lessee and/or to make any other use of the lands as may be necessary in connection with government purposes, and the Lessee shall have no claim for damages on account thereof against the United States or any officer, agent, or employee thereof.

13. INDEMNITY

The United States shall not be responsible for damages to property or injuries to persons which may arise from or be incident to the exercise of the privileges herein granted, or for damages to the property of the Lessee, or for damages to the property or injuries to the person of the Lessee's officers, agents or employees or others who may be on the premises at their invitation or the invitation of any one of them, and the Lessee shall hold the United States harmless from any and all such claims not including damages due to the fault or negligence of the United States or its contractors.

14. RESTORATION

On or before the expiration of this lease or its termination by the Lessee, the Lessee shall vacate the premises, remove the property of the Lessee, and restore the premises to a condition satisfactory to said officer. If, however, this lease is revoked, the Lessee shall vacate the premises, remove said property and restore the premises to the aforesaid condition within such time as the said officer may designate or as otherwise specified by the provisions of the condition on **RENTAL ADJUSTMENT**. In either event, if the Lessee shall fail or neglect to remove said property and restore the premises, then, at the option of the said officer, the property shall either become the property of the United States without compensation therefor, or the said officer may cause the property to be removed and no claim for damages against the United States or its officers or agents shall be created by or made on account of such removal and restoration work. The Lessee shall also pay the United States on demand any sum which may be expended by the United States after the expiration, revocation, or termination of this lease in restoring the premises.

15. NON-DISCRIMINATION

The Lessee shall not discriminate against any person or persons or exclude them from participation in the Lessee's operations, programs or activities conducted on the leased premises, because of race, color, religion, sex, age, handicap or national origin.

The Lessee will comply with the Americans with Disabilities Act and attendant Americans with Disabilities Act Accessibility Guidelines (ADAAG) published by the Architectural and Transportation Barriers Compliance Board.

16. SUBJECT TO EASEMENTS

This lease is subject to all existing easements, or those subsequently granted as well as established access routes for roadways and utilities located, or to be located, on the premises, provided that the proposed grant of any new easement or route will be coordinated with the Lessee, and easements will not be granted which will, in the opinion of the District Engineer, interfere with the use of the premises by the Lessee.

17. SUBJECT TO MINERAL INTERESTS

This lease is subject to all outstanding mineral interests. As to federally owned mineral interests, it is understood that they may be included in present or future mineral leases issued by the Bureau of Land Management (BLM) which has responsibility for mineral development on federal lands. The Secretary will provide lease stipulations to BLM for inclusion in said mineral leases that are designed to protect the premises from activities that would interfere with the lessee's operations or would be contrary to local law.

18. TERMINATION

This lease may be terminated by the Lessee at any time by giving the District Engineer at least thirty (30) days notice in writing provided that no refund by the United States of any rental previously paid shall be made, and provided further, that in the event that said notice is not given at least thirty (30) days prior to the rental due date, the Lessee shall be required to pay the rental for the period shown in the condition on **CONSIDERATION**.

19. RENTAL ADJUSTMENT

In the event the United States revokes this lease or in any other manner materially reduces the leased area or materially affects its use by the Lessee prior to the expiration date, an equitable adjustment will be made in the rental paid or to be paid under this lease. Such adjustment of rental shall be evidenced by a supplemental agreement in writing; **PROVIDED** however, that none of the provisions of this paragraph shall apply in the event of revocation because of noncompliance by the Lessee with any of the terms and conditions of this lease.

20. PROHIBITED USES

a. The Lessee shall not permit gambling on the premises or install or operate, or permit to be installed or operated thereon, any device which is illegal; or use the

premises or permit them to be used for any illegal business or purpose. There shall not be conducted on or permitted upon the premises any activity which would constitute a nuisance. The Lessee shall not sell, store or dispense, or permit the sale, storage, or dispensing of beer or other intoxicating liquors on the premises.

b. The Lessee shall not construct or place any structure, improvement or advertising sign or allow or permit such construction or placement without prior written approval of the District Engineer.

21. NATURAL RESOURCES

The Lessee shall cut no timber, conduct no mining operations, remove no sand, gravel, or kindred substances from the ground, commit no waste of any kind, nor in any manner substantially change the contour or condition of the premises except as authorized in writing by the District Engineer.

22. DISPUTES CLAUSE

a. Except as provided in the Contract Disputes Act of 1978 (41 U.S.C. 601-613) (the Act), all disputes arising under or relating to this lease shall be resolved under this clause and the provisions of the Act.

b. "Claim", as used in this clause, means a written demand or written assertion by the Lessee seeking, as a matter of right, the payment of money in a sum certain, the adjustment of interpretation of lease terms, or other relief arising under or relating to this lease. A claim arising under this lease, unlike a claim relating to this lease, is a claim that can be resolved under a lease clause that provides for the relief sought by the Lessee. However, a written demand or written assertion by the Lessee seeking the payment of money exceeding \$100,000 is not a claim under the Act until certified as required by subparagraph c.(2) below. The routine request for rental payments that is not in dispute is not a claim under the Act. The request may be converted to a claim under the Act, by this clause, if it is disputed either as a liability or amount or is not acted upon in a reasonable time.

c. (1) A Claim by the Lessee shall be made in writing and submitted to the District Engineer for a written decision. A claim by the Government against the Lessee shall be subject to a written decision by the District Engineer.

(2) For Lessee claims exceeding \$100,000, the Lessee shall submit with the claim a certification that--

(i) the claim is made in good faith; and

(ii) supporting data are accurate and complete to the best of the Lessee's knowledge and belief;

(iii) and the amount requested accurately reflects the lease adjustment for which the Lessee believes the Government is liable.

(3) If the Lessee is an individual, the certificate shall be executed by that individual. If the Lessee is not an individual, the certification shall be executed by --

(i) a senior company official in charge of the Lessee's location involved;
or

(ii) an officer or general partner of the lessee having overall responsibility of the conduct of the Lessee's affairs.

d. For Lessee claims of \$100,000 or less, the District Engineer must, if requested in writing by the Lessee, render a decision within 60 days of the request. For lessee-certified claims over \$100,000, the District Engineer must, within 60 days, decide the claim or notify the Lessee of the date by which the decision will be made.

e. The District Engineer's decision shall be final unless the Lessee appeals or files a suit as provided in the Act.

f. At the time a claim by the Lessee is submitted to the District Engineer or a claim by the Government is presented to the lessee, the parties, by mutual consent, may agree to use alternative means of dispute resolution. When using alternate dispute resolution procedures, any claim, regardless of amount, shall be accompanied by the certificate described in paragraph c.(2) of this clause, and executed in accordance with paragraph c.(3) of this clause.

g. The Government shall pay interest on the amount found due and unpaid by the Government from (1) the date the District Engineer received the claim (properly certified if required), or (2) the date payment otherwise would be due, if that date is later, until the date of payment. Simple interest on claims shall be paid at the rate, fixed by the Secretary of the Treasury as provided in the Act, which is applicable to the period during which the District Engineer receives the claim and then at the rate applicable for each 6-month period as fixed by the Treasury Secretary during the pendency of the claim. Rental amounts due to the Government by the Lessee will have interest and penalties as set out in the condition on **CONSIDERATION**.

h. The Lessee shall proceed diligently with the performance of the lease, pending final resolution of any request for relief, claim, or action arising under the lease, and comply with any decision of the District Engineer.

23. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this lease shall protect the premises against pollution of its air, ground, and water. The Lessee shall comply with any laws, regulations, conditions, or instructions affecting the activity hereby authorized if and when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, State, interstate or local governmental agency are hereby made a condition of this lease. The Lessee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The Lessee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from activities of the lessee, the Lessee shall be liable to restore the damaged resources.

c. The Lessee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

24. ENVIRONMENTAL BASELINE STUDY

An Environmental Baseline Study (EBS) documenting the known history of the property with regard to the storage, release or disposal of hazardous substances thereon, is attached hereto and made a part hereof as **Exhibit E**. Upon expiration, revocation or relinquishment of this lease another EBS shall be prepared which will document the environmental condition of the property at that time. A comparison of the two assessments will assist the said officer in determining any environmental restoration requirements. Any such requirements will be completed by the Lessee in accordance with the condition on **RESTORATION**.

25. HISTORIC PRESERVATION

The Lessee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural or other cultural artifacts, relics, remains or objects of antiquity. In the event such items are discovered on the premises, the Lessee shall immediately notify said officer and protect the site and the material from further disturbance until said officer gives clearance to proceed.

26. SOIL AND WATER CONSERVATION

The Lessee shall maintain, in a manner satisfactory to said officer, all soil and water conservation structures that may be in existence upon said premises at the

beginning of or that may be constructed by the Lessee during the term of this lease, and the Lessee shall take appropriate measures to prevent or control soil erosion within the premises. Any soil erosion occurring outside the premises resulting from the activities of the Lessee shall be corrected by the Lessee as directed by the said officer.

27. TAXES

Any and all taxes imposed by the state or its political subdivisions upon the property or interest of the Lessee in the premises shall be paid promptly by the Lessee. If and to the extent that the property owned by the Government is later made taxable by State or local governments under an Act of Congress, the lease shall be renegotiated.

28. COVENANT AGAINST CONTINGENT FEES

The Lessee warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or established commercial or selling agencies maintained by the Lessee for the purpose of securing business. For breach or violation of this warranty, the United States shall have the right to annul this lease without liability or, in its discretion, to require the Lessee to pay, in addition to the lease rental or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

29. OFFICIALS NOT TO BENEFIT

No member of or delegate to congress or resident commissioner shall be admitted to any share or part of this lease or to any benefits to arise therefrom. However, nothing herein contained shall be construed to extend to any incorporated company if this lease is for the general benefit of such corporation or company.

30. SEVERAL LESSEES

If more than one Lessee is named in this lease the obligations of said Lessees herein contained shall be joint and several obligations.

31. MODIFICATIONS

This lease contains the entire agreement between the parties hereto, and no modification of this agreement, or waiver, or consent hereunder shall be valid unless the same be in writing, signed by the parties to be bound or by a duly authorized representative and this provision shall apply to this condition as well as all other conditions of this lease.

32. ADDITIONAL SITE CONDITIONS

a. The right is hereby reserved to the United States, its officers, agents, and employees to enter upon the said premises at all reasonable times for the purpose of inspection, and when otherwise deemed necessary for the protection of the interests of the Government, and the lessee shall have no claim of any character thereof against the United States or any officer, agent, or employee thereof while acting on official business and in an official capacity.

b. That the lessee's use of Dillingham Airfield shall be limited to the construction, operation, repair, and maintenance of a public airport facility. The use authorized herein includes the construction, operation and maintenance of runways, taxiways, lighting, access road, aircraft parking and tie-down areas, administration and terminal buildings, hangars, and related appurtenances and facilities, including the construction, operation and maintenance of retail sales and retail service facilities normally associated with public airport facilities.

c. That the use of Dillingham Airfield is subject to the following operational provisions:

(i) That the primary purpose of the land and improvements within the leased area is for the operation of a joint-use-airport.

(ii) The priorities for use of Dillingham Airfield shall be: (a) military flight operations, (b) civil aviation and sport parachute operations; and (c) military ground maneuvers. Notwithstanding the foregoing, military ground units will be permitted access to the leased area when engaged in air mobile/aviation missions.

(iii) The lessee may sublet portions of the leased area for hangar uses, parking and storage of aircraft, retail sales and service facilities associated with public aviation activities. The operation of the airfield facilities and supervision of the subleases will be under the lessee's management, not by contract.

(iv) That Dillingham Airfield shall be used by and under the authority of the lessee for the sole purpose of operating an airport, all as contained in this lease. No other use of the said joint use area shall be made by or under the authority of the lessee except as authorized in writing by the said officer.

(v) That the Government shall be under no obligation to operate or maintain the Government-owned airport facilities within the leased area, including but no limited to the runways, taxiways, navigational aids and tower at Dillingham Airfield.

(vi) That prior to commencing activities under this lease, the lessee shall secure any required concurrences and/or approvals of the Federal Aviation Administration (FAA) and other federal and state agencies having jurisdiction over the conduct of public airport facilities.

(vii) That, as specified in paragraph 32 (c) (ii), Dillingham Airfield shall be subject to military flight operations and ground maneuvers for limited periods. Those operations or maneuvers may be inconsistent with, or create a hazard to civil aircraft operations. Prior to commencing such operations or maneuvers, the Government shall give reasonable advance notice to the lessee who will be responsible for notifying civil aviation users.

d. That the lessee shall, in advance, coordinate with and obtain the written approval of the said officer before installing or adding any external lighting, electronics and communication equipment at Dillingham Airfield. Furthermore, upon request of the said officer or his representative, both outside and inside lighting that may have adverse impact on military flight operations conducted at night will be turned off or adequately subdued.

e. That unless otherwise agreed in writing by said officer, lessee will provide aircraft advisory services at Dillingham Airfield on frequency 123.0 (UNICOM).

f. It is understood by the parties that the Government is not obligated to provide any services to persons utilizing Dillingham airfield. Specifically, the Government is not obligated to provide emergency, weather, communications, air traffic, or similar services.

g. That the lessee shall prepare and submit to said officer for review a General Development Plan for the leased area and such adjacent lands which the lessee anticipates will be ultimately required during the term of this lease. The actual development of the airfield by and under the authority of the lessee shall be in accordance with the plan as approved by the Army command. The lessee may submit requests to amend the approved General Development Plan as it deems necessary from time to time following the same procedures as the original plan.

h. (i) That the Government will not be responsible for any loss, liability, claim or demand for property damage, property loss, or personal injury, including but not limited to death, arising out of any injury or damage caused by or resulting from any act or omission of the lessee in connection with the lessee's use of the premises described herein.

(ii) That the lessee will pay or settle claims for injury, loss or damage to personnel or property of, or under the control of, the United States arising out of, or in conjunction with, the lessee's occupancy under this lease, excepting such injuries, losses or damages as a result solely from the negligence or willful misconduct of any Government personnel, or if required by the said officer, will, in the case of property loss or damage, promptly repair or replace the same to the satisfaction of such officer.

(iii) That the government, its agencies and personnel, shall not be liable, by

virtue of any custodial or bailment relationship with the lessee, for any loss of, or damage to, any private aircraft, cargo or other property placed upon Dillingham Airfield if such liability would not attach in the absence of such custodial or bailment relationship.

i. That the lessee shall at all times exercise due diligence in the protection of the demised premises against damage or destruction by fire and other causes.

j. That for such period as the lessee is in possession of the leased property pursuant to the provisions and conditions of this lease the lessee shall procure and maintain at its cost a standard fire and extended coverage insurance policy or policies on the leased property to the full insurable value thereof. The lessee shall procure such insurance from any responsible company or companies, and furnish either the original policy or policies or certificate of insurance or certificates of insurance to the District Engineer. The policy or policies evidencing such insurance shall provide that in the event of loss thereunder the proceeds of the policy or policies, at the election of the Government, shall be payable to the lessee to be used solely for the repair, restoration or replacement of the property damaged or destroyed, any balance of the proceeds not required for the repair, restoration, or replacement of the property damaged or destroyed to be paid to the Government, and that in the event the Government does not elect by notice in writing to the insurer within 60 days after the damage or destruction occurs to have the proceeds paid to the lessee for the purposes hereinabove set forth, then such proceeds shall be paid to the Government, provided, however, that the insurer, after payment of any proceeds to the lessee in accordance with the provisions of the policy or policies shall have no obligation or liability with respect to the use or disposition of the proceeds by the lessee. Nothing herein contained shall be construed as an obligation upon the Government to repair, restore or replace the leased property, or any part thereof.

k. The Government agrees that it will not construct or permit construction of any obstruction which would constitute a hazard as determined under Part 77 of the Federal Aviation Regulations. The Government agrees that lessee has the authority to take appropriate actions to control any obstruction (including vegetation) which would constitute an obstruction under Part 77 of the Federal Aviation Regulation.

l. That except as herein authorized, the lessee shall not construct any permanent structure on the said demised premises, and shall not construct any temporary structure or advertising sign thereon without the prior written consent of the said officer.

m. That the use and occupation of the premises leased hereby shall be subject to the general supervision and approval of the said officer and to such rules and regulations as may be prescribed by him from time to time. Such rules and regulations shall not be inconsistent with Federal Aviation Regulations and assurances made by lessee under the Airport and Airway Improvement Act of 1982.

n. At the expiration or termination of this lease, any improvements constructed by the lessee in the joint use area shall, at the option of the Secretary of the Army, either (1) become the property of the Government without compensation therefore, or (2) fall within the provisions of Condition 14.

o. Occupying any lands, building, vessels or other facilities within the premises for the purpose of maintaining a full or part-time residence is prohibited, except for employees residing on the premises for security purposes, if authorized by the District Engineer.

33. DISCLAIMER

This lease is effective only insofar as the rights of the United States in the premises are concerned; and the Lessee shall obtain any permit or license which may be required by Federal, state, or local statute in connection with the use of the premises. It is understood that the granting of this lease does not preclude the necessity of obtaining a Department of the Army permit for activities which involve the discharge of dredge or fill material or the placement of fixed structures in the waters of the United States, pursuant to the provisions of Section 10 of the Rivers and Harbors Act of 3 March 1899 (33 U. S. C. § 403), and Section 404 of the Clean Water Act (33 U. S. C. § 1344).

THIS LEASE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the
Secretary of the Army, this 6TH day of July, 2009.

By: Michael Sakai
Michael Sakai
Realty Contracting Officer
Honolulu Engineer District

STATE OF HAWAII

)
) SS.

CITY AND COUNTY OF HONOLULU)

On this 6th Day of July, 2009, in the First Circuit of the State of Hawaii,
before me personally appeared **Michael Y. Sakai**, to me known to be the person
described in and who executed the foregoing instrument, a 34-page Lease for the
operation of Dillingham Air Field, located on Dillingham Military Reservation, Hawaii
dated July 6, 2009, plus acknowledgments and corporate certificate, and
acknowledged that he executed the same as her free act and deed.

Witness my hand and seal.

Donna H. Kanetake
Donna H. Kanetake
Notary Public, State of Hawaii

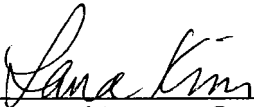
My Commission Expires: July 22, 2010

THIS LEASE is also executed by the Lessee this 16th day of September, 2008.



BRENNON T. MORIOKA
Director, Department of Transportation

APPROVED AS TO FORM:



Deputy Attorney General

ACKNOWLEDGMENT

STATE OF Hawaii)
City and Honolulu : ss)
COUNTY OF Honolulu)

On this 16th day of September, 2008, before me the undersigned Notary Public, personally appeared Brennon T. Morioka, known to me to be the person described in the foregoing instrument, who acknowledged that he executed the same in the capacity therein stated and for the purposes therein contained.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

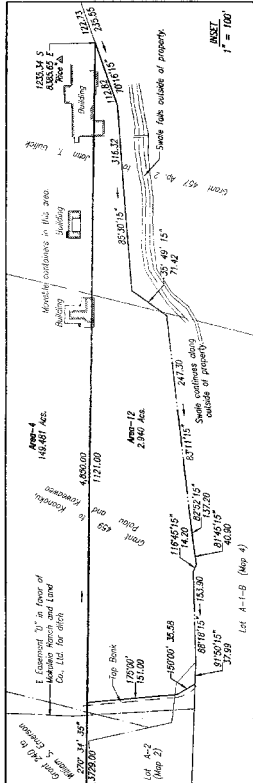
Denise M. Nemoto L.S.
Notary Public Denise M. Nemoto
Comm. No. : 02-99

My Commission Expires:

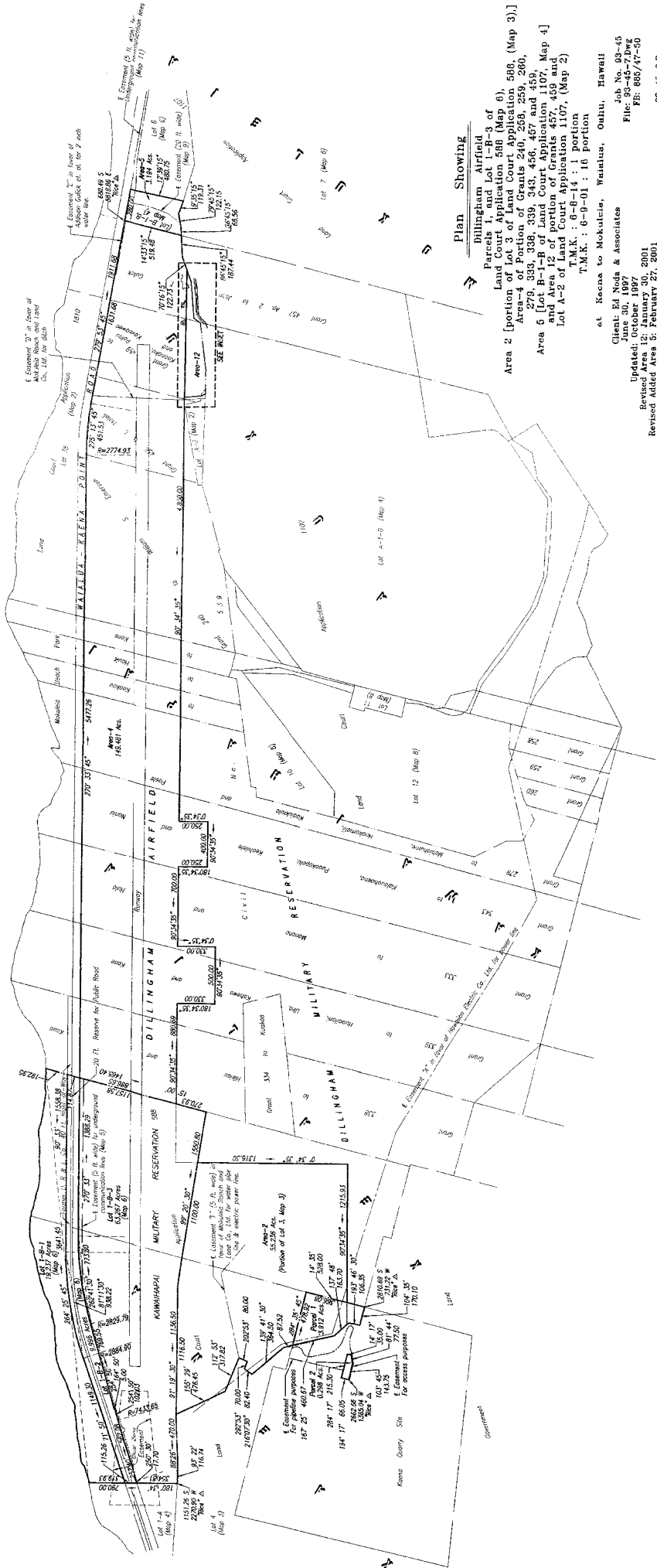
3.17.2010

Document undated ; 17 pages

Document: Department of the Army Lease,
Dillingham Military Reservation



P O C E T



Plan Showing
 Bilingham Airfield
 Parcels 1, and Lot 1-B-3 of
 Land Court Application 588 (Map 6),
 Area 2 [portion of Lot 3 of Land Court Application 588, (Map 3)],
 Area 4 [portion of Grants 240, 268, 259, 260,
 270, 283, 284, 436, 437 and 439,
 Area 5 [Lot 1-B-1 of Land Court Application 588, (Map 4)
 and Area 12 of portion of Grants 457, 459 and
 Lot A-2 of Land Court Application 1107, (Map 2)
 T.M.K. : 6-8-14 : 1 portion
 T.M.K. : 6-9-01 : 16 portion

at Keena to Mokuleia, Waikeala, Oahu, Hawaii
 Client: Ed Noda & Associates
 June 30, 1997
 Updated: October 1997 2001
 Revised Area 12: January 30, 2001
 Revised Area 2: February 27, 2001

Job No. 93-45
 File: 93-45-7.Dwg
 FB: 93-45-9.Dwg
 93-45-9.Dwg
 EXHIBIT A
 Engineers Surveyors Hawaii, Inc.
 Civil Engineers ~ Land Surveyors ~ Planners



APPROVED BY:
 [Signature]
 [Title]
 [Date]

NOTES:
 1. All dimensions and coordinates shown herein are relative to 7607 M.
 2. This map was prepared from State of Hawaii Department of Transportation
 3. Aerial Photographs, Bilingham Airfield General Aviation Trail Project Map, 9-1990
 4. Surveyed by: [Name]
 5. [Other notes]

DESCRIPTIONS

Area 2 - 55.238 Acres

Area 4 -149.481 Acres

Area 5 - 3.194 Acres

Area 12 - 2.940 Acres

AREA 2

DILLINGHAM AIRFIELD

AT KAENA, KEALIA, WAIALUA, OAHU, HAWAII

BEING PORTION OF LOT 3 AS SHOWN ON MAP 3
OF LAND COURT APPLICATION 588

Beginning at the Northwest corner of this parcel of land the Northeast corner of Lot 4 as shown on Map 3 and on the South boundary of Lot 1-B-3 as shown on Map 6 Land Court Application 588, the coordinates of said point of beginning referred to Government Survey Triangulation Station "RICE" being 1,145.27 feet South and 1,684.54 feet West, thence running by azimuths measured clockwise from True South:

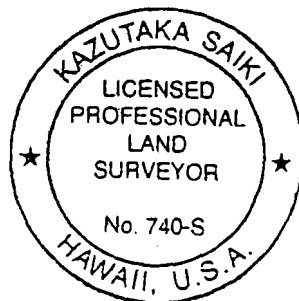
1. 271° 19' 30" 1,116.50 feet along Lot 1-B-3 as shown on Map 6 of Land Court Application 588;
2. 279° 20' 30" 1,100.00 feet along Lot 1-B-3 as shown on Map 6 of Land Court Application 588;
3. 0° 34' 35" 1,316.30 feet along the remainder of Lot 3 as shown on Map 3 of Land Court Application 588;
4. 90° 34' 35" 1,215.93 feet along the remainder of Lot 3 as shown on Map 3 of Land Court Application 588;
5. 194° 35' 366.08 feet along Parcel 1;
6. 104° 35' 478.92 feet along Parcel 1;
7. 167° 25' 87.52 feet along Lot 4 as shown on Map 3 of Land Court Application 588;

8. 139° 41' 30" 364.50 feet along Lot 4 as shown on Map 3 of Land Court Application 588;
9. 216° 07' 30" 82.40 feet along Lot 4 as shown on Map 3 of Land Court Application 588;
10. 292° 53' 70.00 feet along Lot 4 as shown on Map 3 of Land Court Application 588;
11. 202° 53' 80.00 feet along Lot 4 as shown on Map 3 of Land Court Application 588;
12. 112° 53' 317.82 feet along Lot 4 as shown on Map 3 of Land Court Application 588;
13. 155° 29' 476.45 feet along Lot 4 as shown on Map 3 of Land Court Application 588 to the point of beginning and containing an Area of 55.238 Acres.

Subject, however, to portion of Easement "B" 25 feet wide in favor of Hawaiian Electric Co., Ltd. for powerline purposes.

Description Prepared By:
SAM O. HIROTA, INC.

March 8, 2002
SOH #981030



Kazutaka Saiki
Kazutaka Saiki, LPLS
Licensed Professional Land Surveyor
Certificate No. 740-S

AREA 4

DILLINGHAM AIRFIELD

LAND SITUATED SOUTH OF WAIALUA-KAENA POINT ROAD
AT KEALIA, KAWAIHAPAI AND AUKU, WAIALUA, OAHU, HAWAII

BEING PORTIONS OF THE FOLLOWING:

GRANT 338 TO HIKIAU AND KAUA,
GRANT 339 TO HUAAILANI, UKA, KAHEWA AND KANE,
GRANT 333 TO MANANA AND HULA,
GRANT 343 TO KALAUOHAENA, PUAOKAPOLU, KEAHILELE AND NANIU,
GRANT 279 TO MAHIAHUME, HOOKAMALII, KAAIULAULA AND PAELE,
GRANT 260 TO KAAKAU,
GRANT 259 TO HAULE,
GRANT 258 TO KANE,
GRANT 240 TO WILLIAM S. EMERSON,
GRANT 456 TO I. HALALI,
GRANT 459 TO KOANAKU, PALAU AND KAWEAWEA,
AND GRANT 457, APANA 2, TO JOHN T. GULICK

Beginning at the Northeast corner of this parcel of land, on the South side of Waialua-Kaena Point Road, being also the Northwest corner of Area-5, being Lot B-1-B, (Map 4) of Land Court Application 1107, the coordinates of which referred to Government Survey Triangulation Station "RICE" being 680.49 feet South and 8,818.86 feet East, and running by azimuths measured clockwise from true South:

- | | | | | |
|----|-----|-----|-----|---|
| 1. | 14° | 33' | 15" | 519.48 feet along Area-5, being Lot B-1-B,
(Map 4) to the Northwest corner of
Lot 7, (Map 6) of Land Court
Application 1107; |
| 2. | 86° | 45' | 15" | 187.44 feet along the remainder of Grant 457,
Apana 2 to John T. Gulick; |

- | | | | | |
|----|------|-----|-----|---|
| 3. | 70° | 16' | 15" | 122.73 feet along remainder of Grant 457,
Apana 2 to John T. Gulick to the East
corner of Area-12; |
| 4. | 90° | 34' | 35" | 4850.00 feet along the remainders of
Grant 457, Apana 2 to John T. Gulick,
Grant 459 to Koanaku, Palau and
Kaweawea, Grant 456 to I. Halali,
Grant 240 to William S. Emerson,
Grant 258 to Kane, Grant 259 to
Haule, Grant 260 to Kaakau,
Grant 279 to Mahiahume, Hookamalii,
Kaiulaula and Paele, and
Grant 343 to Kalauohaena,
Puaokapolu, Keahilele and Naniu; |
| 5. | 00° | 34' | 35" | 250.00 feet along the remainder of Grant 343 to
Kalauohaena, Puaokapolu, Keahilele
and Naniu; |
| 6. | 90° | 34' | 35" | 400.00 feet along the remainder of Grant 343 to
Kalauohaena, Puaokapolu, Keahilele
and Naniu; |
| 7. | 180° | 34' | 35" | 250.00 feet along the remainder of Grant 343 to
Kalauohaena, Puaokapolu, Keahilele
and Naniu; |

- | | | | | |
|-----|------|-----|-----|--|
| 8. | 90° | 34' | 35" | 700.00 feet along the remainders of Grant 343 to Kalauohaena, Puaokapolu, Keahilele and Naniu and Grant 333 to Manana and Hula; |
| 9. | 00° | 34' | 35" | 330.00 feet along the remainder of Grant 333 to Manana and Hula; |
| 10. | 90° | 34' | 35" | 500.00 feet along the remainders of Grant 333 to Manana and Hula and Grant 339 to Huaailani, Uka, Kahewa and Kane; |
| 11. | 180° | 34' | 35" | 330.00 feet along remainder of Grant 339 to Huaailani, Uka, Kahewa and Kane; |
| 12. | 90° | 34' | 35" | 880.69 feet along the remainders of Grant 339 to Huaailani, Uka, Kahewa and Kane and Grant 338 to Hikiau and Kaua to the East side of Lot 1-B-3 (Map 6) of Land Court Application 588; |
| 13. | 195° | 00' | | 886.65 feet along the East side of Lot 1-B-3, (Map 6) of Land Court Application 588 to the South side of Waialua-Kaena Point Road; |
| 14. | 270° | 33' | 45" | 5477.26 feet along the South side of Waialua-Kaena Point Road; |

thence along the South side of
Waialua-Kaena Point Road, on a curve
to the right with a radius of 2774.93
feet, the chord azimuth and distance
being:

15. 275° 13' 45" 451.53 feet;

16. 279° 53' 45" 1911.68 feet along the South side of Waialua-
Kaena Point Road, to the point of
beginning and containing an area of
149.481 acres.

Subject, however, to existing Easement "D" for Drainage purposes, Easement "E"
for Waterline purposes and State Lease Lots.



900 Halekauwila Street
Honolulu, Hawaii 96814

December 18, 2001
93-45

Description Prepared By:
ENGINEERS SURVEYORS HAWAII, INC.

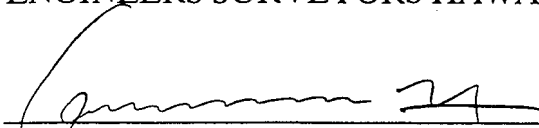

Kendall N. H. Hee
Licensed Professional Land Surveyor
Certificate Number 5649

EXHIBIT B

LAND COURT DESCRIPTION

AREA-5 DILLINGHAM AIRFIELD

Being Lot B-1-B, 3.194 Acres, as shown on Map 4, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application 1107 of Waialua Agricultural Company, Limited and being a portion of land described in Transfer Certificate of Title No. 42470 issued to Helemano Company Limited.

Situate at Mokuleia, Waialua, Oahu, Hawaii.



900 Halekauwila Street
Honolulu, Hawaii 96814

February 27, 2001
93-45

Description Prepared By:
ENGINEERS SURVEYORS HAWAII, INC.

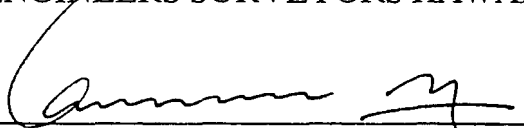

Kendall N. H. Hee
Licensed Professional Land Surveyor
Certificate Number 5649

EXHIBIT B

AREA 12

DILLINGHAM AIRFIELD

LAND SITUATED SOUTH OF WAILUA-KAENA POINT ROAD

AT AUKU, WAIALUA, OAHU, HAWAII

BEING PORTIONS OF GRANT 457, APANA 2 TO JOHN T. GULICK,

GRANT 459 TO KOANAKU, PALAU AND KAWEAWEA

AND LOT A-2 OF LAND COURT APPLICATION 1107, MAP 2

Beginning at the East corner of this parcel of land, on the Southeasterly side of Area-4, the coordinates of which referred to Government Survey Triangulation Station "RICE" being 1,235.34 feet South and 8,385.65 feet East, and running by azimuths measured clockwise from true South:

- | | | | | | |
|----|-----|-----|-----|--------|---|
| 1. | 70° | 16' | 15" | 112.82 | feet along the remainder of Grant 457, Apana 2 to John T. Gulick; |
| 2. | 85° | 30' | 15" | 316.32 | feet along the remainder of Grant 457, Apana 2 to John T. Gulick; |
| 3. | 35° | 49' | 15" | 71.42 | feet along remainder of Grant 457, Apana 2 to John T. Gulick and Lot A-1-B, (Map 4) of Land Court Application 1107; |
| 4. | 83° | 11' | 15" | 247.30 | feet along Lot A-1-B, (Map 4) of Land Court Application 1107; |

EXHIBIT B

5.	82°	52'	15"	137.20	feet along Lot A-1-B, (Map 4) of Land Court Application 1107;
6.	81°	45'	15"	40.90	feet along Lot A-1-B, (Map 4) of Land Court Application 1107;
7.	116°	45'	15"	14.20	feet along Lot A-1-B, (Map 4) of Land Court Application 1107;
8.	88°	18'	15"	153.90	feet along Lot A-1-B, (Map 4) of Land Court Application 1107;
9.	91°	50'	15"	37.99	feet along Lot A-1-B, (Map 4) of Land Court Application 1107;
10.	150°	00'		35.58	feet along remainder of Lot A-2, (Map 2) of Land Court Application 1107;
11.	175°	00'		151.00	feet along remainders of Lot A-2, (Map 2) of Land Court Application 1107 and Grant 459 to Koanaku, Palau and Kaweawea to Area-4;

12. 270° 34' 35" 1121.00 feet along remainders of Grant 459 to
Koanaku, Palau and Kaweawea,
Grant 457, Apana 2 to John T. Gulick
to the point of beginning and
containing an area of 2.940 acres.



900 Halekauwila Street
Honolulu, Hawaii 96814

February 27, 2001
93-45

Description Prepared By:
ENGINEERS SURVEYORS HAWAII, INC.

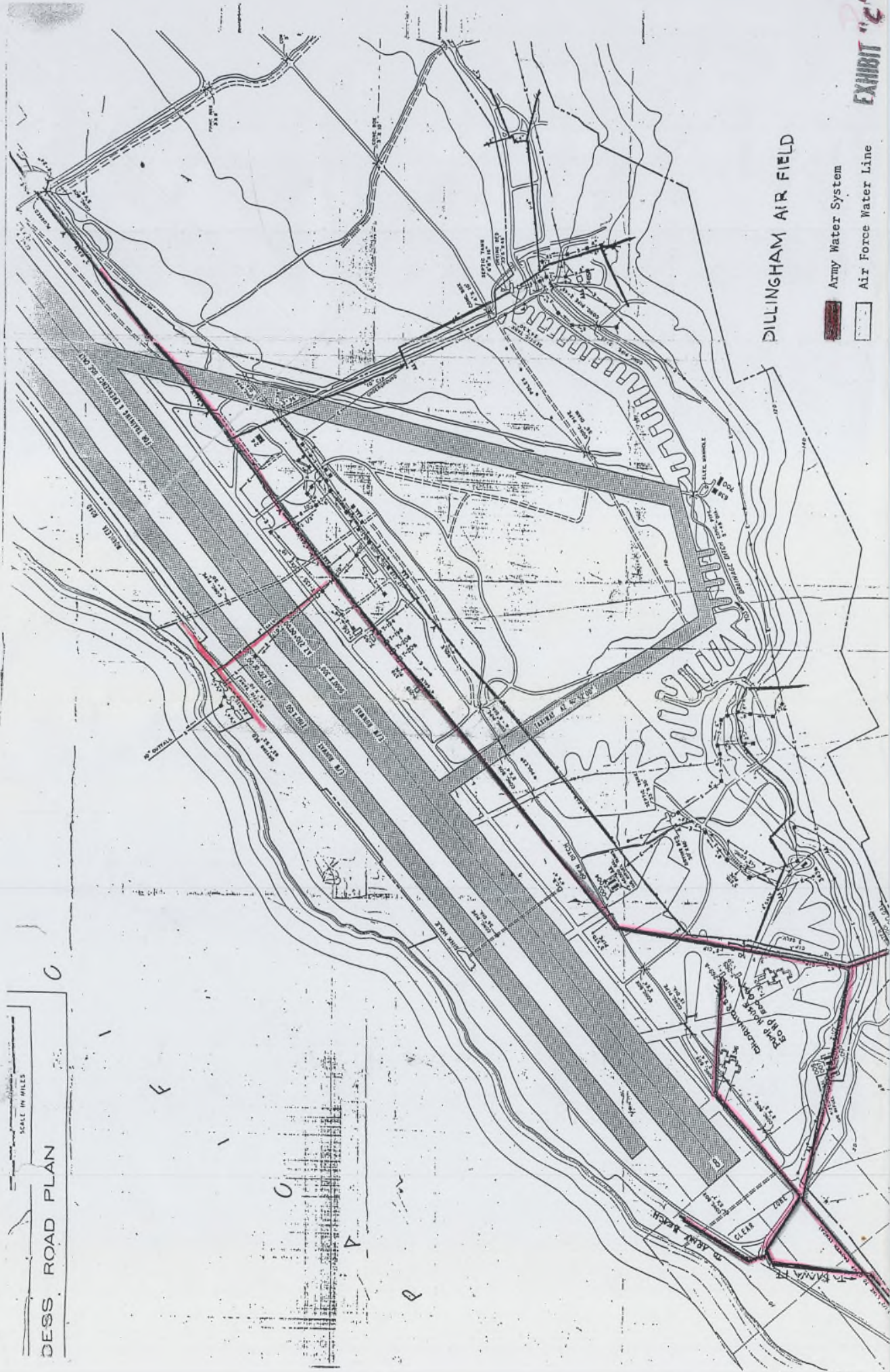
A handwritten signature in dark ink, appearing to read "Kendall N. H. Hee", written over a horizontal line.

Kendall N. H. Hee
Licensed Professional Land Surveyor
Certificate Number 5649

EXHIBIT B

DESS ROAD PLAN

SCALE IN MILES



DILLINGHAM AIR FIELD

Army Water System

Air Force Water Line

EXHIBIT "C"

**DILLINGHAM AIRFIELD
CONDITION REPORT
July 3, 2002**

Hutments :

Condition:

T 208 (Caretaker's cottage) Fair to poor condition, with lead-based paint and asbestos possibly located in and around the residence. Additions to the cottage occurred five-to-six years ago and were: Back porch enclosure (15 X 15 ft.) at an approximate cost of \$500.00; back stairs rebuilt at an approximate cost of \$100.00; and eight window frames and glass slats reinstalled at an approximate cost \$300.00. The State can retain or demolish the structure, as it deems fit and proper, and at its own expense. The State is accepting the property "as is".

T 220 (Toilet/shower)	Old. The building is to be demolished.
T 222	Old. The building is to be demolished.
T 224	Old. The building is to be demolished.
T 226	Old. The building is to be demolished.
T 228	Old. The building is to be demolished.
T 230	Old. The building is to be demolished.
T 232	Old. The building is to be demolished.

Buildings 220, 222, 224, 226, 228, 230 and 232 are to be demolished by the Army (possibly in FY03) at no cost to the State of Hawaii. The State of Hawaii is not required to repair any of the seven buildings.

Buildings:

Condition:

P 250 (Metal maintenance and storage building)	Excellent. The State will maintain.
P 265 (Water pump)	Good. The State will maintain.
P 269-A / T 270 (Water supply treatment / Chlorinator facility)	Good. The State will maintain.

EXHIBIT D

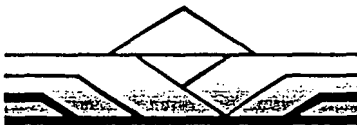
**Phase I Environmental Site Assessment
State Lands at Dillingham Airfield
Areas 2, 4, 5 and 12
Mokuleia, Oahu, Hawaii
TMK: (1) 6 - 8 - 014: 001 (por.)**

Prepared For:



**State of Hawaii
Department of Transportation, Airports Division
400 Rodgers Boulevard
Suite 700
Honolulu, Hawaii 96819**

Prepared By:



Edward K. Noda and Associates, Inc.
615 Piikoi Street, Suite 300
Honolulu, Hawaii 96814-3139

**Project No. 2199-18R
August 2002**

EXHIBIT E

EXHIBIT 26

**SUPPLEMENTAL AGREEMENT NO. 1
TO
DEPARTMENT OF THE ARMY
LEASE NO. DACA84-1-09-135
DILLINGHAM MILITARY RESERVATION**

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of this 28th day of November 2012, by and between the **Secretary of the Army**, hereinafter referred to as the "Secretary", and the **State of Hawaii Department of Transportation**, hereinafter referred to as the "Lessee".

WITNESSETH THAT:

WHEREAS, by Lease No. DACA84-1-09-135, the Secretary granted to the Lessee, for a twenty-five (25)-year term beginning July 6, 2009, and ending July 5, 2034, use and occupancy of a portion of Dillingham Military Reservation for the purposes of operating an airfield, parallel runways, taxiways, parking areas and various other buildings and improvements for use as a joint Department of Defense/Civil Airport, hereinafter the "Lease";

WHEREAS, the Lessee and the Secretary agree to correct the term of the Lease to five (5) years beginning July 6, 2009, and ending July 5, 2014; and

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. That Paragraph **1. Term** of the Lease is deleted in its entirety and the following is substituted therefor:

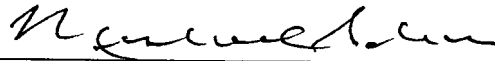
1. Term

Said premises are hereby leased for a term of five (5) years, beginning on the date of execution but revocable at will by the Secretary during a national emergency declared by the President or the Congress of the United States, or in the event the Lessee violates any of the terms and conditions of this Lease.

2. That except as otherwise provided herein, all of the terms, conditions, and provisions of said Lease shall be and remain the same.

3 This Supplemental Agreement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army as of this 28th day of November, 2012.



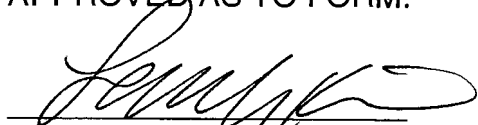
MICHAEL SAKAI
Realty Contracting Officer
Honolulu Engineer District

This Supplemental Agreement No. 1 to Lease No. DACA84-1-09-135 is accepted this 28th day of November, 2012.

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION

By: 
GLENN M. OKIMOTO, Ph.D.
Director of Transportation

APPROVED AS TO FORM:



LAURA KIM-NUGENT
Deputy Attorney General

EXHIBIT 27

**SUPPLEMENTAL AGREEMENT NO. 2
TO
DEPARTMENT OF THE ARMY
LEASE NO. DACA84-1-09-135
DILLINGHAM MILITARY RESERVATION**

THIS SUPPLEMENTAL AGREEMENT, made and entered into as of this 15th day of August 2014, by and between the **Secretary of the Army**, hereinafter referred to as the "Secretary", and the **State of Hawaii Department of Transportation**, hereinafter referred to as the "Lessee".

WITNESSETH THAT:

WHEREAS, by Lease No. DACA84-1-09-135, hereinafter the "Lease", the Secretary granted to the Lessee, for a Twenty-Five (25) year term beginning 6 July 2009 and ending 5 July 2034, use and occupancy of a portion of Dillingham Military Reservation for the purposes of operating an airfield, parallel runways, taxiways, parking areas and various other buildings and improvements for use as a joint Department of Defense/Civil Airport; and

WHEREAS, by Supplemental Agreement No. 1, the Lessee and the Secretary agreed to correct the term of the Lease to five (5) years beginning 6 July 2009 and ending 5 July 2014; and

WHEREAS, the Lessee desires and the Secretary agrees to extend the Lease for an additional one (1) year term; and

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. That the term of the Lease is extended for one (1) year commencing 6 July 2014 and ending 5 July 2015, but revocable at will by the Secretary during a national emergency declared by the President or the Congress of the United States, or in the event the Lessee violates any of the terms and conditions of the Lease.
2. That except as otherwise provided herein, all of the terms, conditions, and provisions of said Lease shall be and remain the same.
3. This Supplemental Agreement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army as of this 15th day of August, 2014.



MICHAEL SAKAI
Realty Contracting Officer
Honolulu Engineer District

This Supplemental Agreement No. 2 to Lease No. DACA84-1-09-135 is accepted this 23rd day of July, 2014.

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

By: 

FORD N. FUCHIGAMI
Interim Director of Transportation

APPROVED AS TO FORM:



LAURA KIM-NUGENT
Deputy Attorney General

EXHIBIT 28

**SUPPLEMENTAL AGREEMENT NO. 3
TO
DEPARTMENT OF THE ARMY
LEASE NO. DACA84-1-09-135
DILLINGHAM MILITARY RESERVATION**

THIS SUPPLEMENTAL AGREEMENT by and between the **Secretary of the Army**, hereinafter referred to as the "Secretary", and the **STATE OF HAWAII DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "Lessee".

WITNESSETH THAT:

WHEREAS, by Lease No. DACA84-1-09-135 (hereinafter the "Lease"), the Secretary granted to the Lessee a lease with a Twenty-Five (25) year term beginning July 6, 2009 and ending July 5, 2034, for the use and occupancy of a portion of Dillingham Military Reservation for the purposes of operating an airfield, parallel runways, taxiways, parking areas and various other buildings and improvements for use as a joint Department of Defense/Civil Airport; and

WHEREAS, by Supplemental Agreement No. 1, the Lessee and the Secretary agreed to correct the term of the Lease to five (5) years beginning July 6, 2009 and ending July 5, 2014; and

WHEREAS, Supplemental Agreement No. 2 extended the Lease for an additional one (1) year term; and,

WHEREAS, the Lessee desires and the Secretary agrees to extend the Lease for an additional four (4) year term.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. That the term of the Lease is extended for four (4) years commencing July 6, 2015 and ending July 5, 2019, but revocable at will by the Secretary during a national emergency declared by the President or the Congress of the United States, or in the event the Lessee violates any of the terms and conditions of the Lease. It is the intent of both parties in the future to negotiate and enter into a new 50 year lease, which would supersede this lease. Notwithstanding, neither party is obligated under the terms of this Lease beyond July 5, 2019.

2. Condition Nos. 34 and 35 are added to the lease and made a part of as follows:

"34. MINIMUM WAGE REQUIREMENT (Executive Order 13658)

(a) Any reference in this Condition to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

To the extent permitted under applicable laws, this contract is subject to Executive Order 13658, the regulations issued by the Secretary of Labor in 29 CFR part 10 pursuant to the Executive Order, and the following provisions.

(b) Minimum Wages.

(1) Each worker (as defined in 29 CFR 10.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship which may be alleged to exist between the contractor and worker, shall be paid not less than the applicable minimum wage under Executive Order 13658.

(2) The minimum wage required to be paid to each worker performing work on or in connection with this contract between January 1, 2015 and December 31, 2015 shall be \$10.10 per hour. The minimum wage shall be adjusted each time the Secretary of Labor's annual determination of the applicable minimum wage under section 2(a)(ii) of Executive Order 13658 results in a higher minimum wage. Adjustments to the Executive Order minimum wage under section 2(a)(ii) of Executive Order 13658 will be effective for all workers subject to the Executive Order beginning January 1 of the following year. If appropriate, the contracting officer, or other agency official overseeing this contract shall ensure the contractor is compensated only for the increase in labor costs resulting from the annual inflation increases in the Executive Order 13658 minimum wage beginning on January 1, 2016. The Secretary of Labor will publish annual determinations in the Federal Register no later than 90 days before such new wage is to take effect. The Secretary will also publish the applicable minimum wage on www.wdol.gov (or any successor Web site). The applicable published minimum wage is incorporated by reference into this contract.

(3) The contractor shall pay unconditionally to each worker all wages due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 10.23), rebate, or kickback on any account. Such payments shall be made no later than one pay period following the end of the regular pay period in which such wages were earned or accrued. A pay period under this Executive Order may not be of any duration longer than semi-monthly.

(4) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the Executive Order minimum wage requirements. In the event of any violation of the minimum wage obligation of this clause, the contractor and any subcontractor(s) responsible therefore shall be liable for the unpaid wages.

(5) If the commensurate wage rate paid to a worker on a covered contract whose wages are calculated pursuant to a special certificate issued under 29 U.S.C. 214(c), whether hourly or piece rate, is less than the Executive Order minimum

wage, the contractor must pay the Executive Order minimum wage rate to achieve compliance with the Order. If the commensurate wage due under the certificate is greater than the Executive Order minimum wage, the contractor must pay the 14(c) worker the greater commensurate wage.

(c) Withholding. The agency head shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay workers the full amount of wages required by Executive Order 13658.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to pay any worker all or part of the wages due under Executive Order 13658 or 29 CFR part 10, or a failure to comply with any other term or condition of Executive Order 13658 or 29 CFR part 10, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 10.52.

(e) The contractor may not discharge any part of its minimum wage obligation under Executive Order 13658 by furnishing fringe benefits or, with respect to workers whose wages are governed by the Service Contract Act, the cash equivalent thereof.

(f) Nothing herein shall relieve the contractor of any other obligation under Federal, State or local law, or under contract, for the payment of a higher wage to any worker, nor shall a lower prevailing wage under any such Federal, State, or local law, or under contract, entitle a contractor to pay less than \$10.10 (or the minimum wage as established each January thereafter) to any worker.

(g) Payroll Records.

(1) The contractor shall make and maintain for three years records containing the information specified in paragraphs (g)(1) (i) through (vi) of this section for each worker and shall make the records available for inspection and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and social security number.

(ii) The worker's occupation(s) or classification(s)

(iii) The rate or rates of wages paid.

(iv) The number of daily and weekly hours worked by each worker.

(v) Any deductions made; and

(vi) Total wages paid.

(2) The contractor shall also make available a copy of the contract, as applicable, for inspection or transcription by authorized representatives of the Wage and Hour Division.

(3) Failure to make and maintain or to make available such records for inspection and transcription shall be a violation of 29 CFR part 10 and this contract, and in the case of failure to produce such records, the contracting officer, upon direction of an authorized representative of the Department of Labor, or under its own action, shall take such action as may be necessary to cause suspension of any further payment or advance of funds until such time as the violations are discontinued.

(4) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct investigations, including interviewing workers at the worksite during normal working hours.

(5) Nothing in this clause limits or otherwise modifies the contractor's payroll and recordkeeping obligations, if any, under the Davis-Bacon Act, as amended, and its implementing regulations; the Service Contract Act, as amended, and its implementing regulations; the Fair Labor Standards Act, as amended, and its implementing regulations; or any other applicable law.

(h) The contractor (as defined in 29 CFR 10.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts. The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with this contract clause.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose

name appears on the list of persons or firms ineligible to receive Federal contracts.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Tipped employees. In paying wages to a tipped employee as defined in section 3(t) of the Fair Labor Standards Act, 29 U.S.C. 203(t), the contractor may take a partial credit against the wage payment obligation (tip credit) to the extent permitted under section 3(a) of Executive Order 13658. In order to take such a tip credit, the employee must receive an amount of tips at least equal to the amount of the credit taken; where the tipped employee does not receive sufficient tips to equal the amount of the tip credit the contractor must increase the cash wage paid for the workweek so that the amount of cash wage paid and the tips received by the employee equal the applicable minimum wage under Executive Order 13658. To utilize this proviso:

(1) The employer must inform the tipped employee in advance of the use of the tip credit;

(2) The employer must inform the tipped employee of the amount of cash wage that will be paid and the additional amount by which the employee's wages will be considered increased on account of the tip credit;

(3) The employees must be allowed to retain all tips (individually or through a pooling arrangement and regardless of whether the employer elects to take a credit for tips received); and

(4) The employer must be able to show by records that the tipped employee receives at least the applicable Executive Order minimum wage through the combination of direct wages and tip credit.

(k) Antiretaliation. It shall be unlawful for any person to discharge or in any other manner discriminate against any worker because such worker has filed any complaint or instituted or caused to be instituted any proceeding under or related to Executive Order 13658 or 29 CFR part 10, or has testified or is about to testify in any such proceeding.

(l) Disputes concerning labor standards. Disputes related to the application of Executive Order 13658 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 10. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the workers or their representatives.

(m) Notice. The contractor must notify all workers performing work on or in connection

with a covered contract of the applicable minimum wage rate under the Executive Order. With respect to service employees on contracts covered by the Service Contract Act and laborers and mechanics on contracts covered by the Davis-Bacon Act, the contractor may meet this requirement by posting, in a prominent and accessible place at the worksite, the applicable wage determination under those statutes. With respect to workers performing work on or in connection with a covered contract whose wages are governed by the FLSA, the contractor must post a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by workers. Contractors that customarily post notices to workers electronically may post the notice electronically provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to workers about terms and conditions of employment.

(n) If a duly authorized representative of the United States discovers or determines, whether before or subsequent to executing this contract, that an erroneous determination regarding the applicability of Executive Order 13658 was made, then the parties agree to refer to Paragraph 13 of Lease No. DACA84-1-09-135 if any claims are made arising from such erroneous determination.

35. PAID SICK LEAVE (Executive Order 13706)

(a) Any reference in this Condition to "prime contractor" or "contractor" shall mean the Lessee and any reference to "contract" shall refer to the Lease.

To the extent permitted under applicable laws, this contract is subject to Executive Order 13706, the regulations issued by the Secretary of Labor in 29 CFR part 13 pursuant to the Executive Order, and the following provisions.

(b) Paid Sick Leave.

(1) The contractor shall permit each employee (as defined in 29 CFR 13.2) engaged in the performance of this contract by the prime contractor or any subcontractor, regardless of any contractual relationship that may be alleged to exist between the contractor and employee, to earn not less than 1 hour of paid sick leave for every 30 hours worked. The contractor shall additionally allow accrual and use of paid sick leave as required by Executive Order 13706 and 29 CFR part 13. The contractor shall in particular comply with the accrual, use, and other requirements set forth in 29 CFR 13.5 and 13.6, which are incorporated by reference in this contract.

(2) The contractor shall provide paid sick leave to all employees when due free and clear and without subsequent deduction (except as otherwise provided by 29 CFR 13.24), rebate, or kickback on any account. The contractor shall provide pay and benefits for paid sick leave used no later than one pay period following the end of the regular pay period in which the paid sick leave was taken.

(3) The prime contractor and any upper-tier subcontractor shall be responsible for the compliance by any subcontractor or lower-tier subcontractor with the requirements of Executive Order 13706, 29 CFR part 13, and this clause.

(c) Withholding. The contracting officer shall, upon its own action or upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the prime contractor under this or any other Federal contract with the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay employees the full amount owed to compensate for any violation of the requirements of Executive Order 13706, 29 CFR part 13, or this clause, including any pay and/or benefits denied or lost by reason of the violation; other actual monetary losses sustained as a direct result of the violation, and liquidated damages.

(d) Contract Suspension/Contract Termination/Contractor Debarment. In the event of a failure to comply with Executive Order 13706, 29 CFR part 13, or this clause, the contracting agency may on its own action or after authorization or by direction of the Department of Labor and written notification to the contractor, take action to cause suspension of any further payment, advance, or guarantee of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination of the right to proceed with the contract work. In such event, the Government may enter into other contracts or arrangements for completion of the work, charging the contractor in default with any additional cost. A breach of the contract clause may be grounds for debarment as a contractor and subcontractor as provided in 29 CFR 13.52.

(e) The paid sick leave required by Executive Order 13706, 29 CFR part 13, and this clause is in addition to a contractor's obligations under the Service Contract Act and Davis-Bacon Act, and a contractor may not receive credit toward its prevailing wage or fringe benefit obligations under those Acts for any paid sick leave provided in satisfaction of the requirements of Executive Order 13706 and 29 CFR part 13.

(f) Nothing in Executive Order 13706 or 29 CFR part 13 shall excuse noncompliance with or supersede any applicable Federal or State law, any applicable law or municipal ordinance, or a collective bargaining agreement requiring greater paid sick leave or leave rights than those established under Executive Order 13706 and 29 CFR part 13.

(g) Recordkeeping.

(1) Any contractor performing work subject to Executive Order 13706 and 29 CFR part 13 must make and maintain, for no less than three (3) years from the completion of the work on the contract, records containing the information specified in paragraphs (i) through (xv) of this section for each employee and shall make them available for inspection, copying, and transcription by authorized representatives of the Wage and Hour Division of the U.S. Department of Labor:

(i) Name, address, and Social Security number of each employee;

(ii) The employee's occupation(s) or classification(s);

- (iii) The rate or rates of wages paid (including all pay and benefits provided);
- (iv) The number of daily and weekly hours worked;
- (v) Any deductions made;
- (vi) The total wages paid (including all pay and benefits provided) each pay period;
- (vii) A copy of notifications to employees of the amount of paid sick leave the employee has accrued, as required under 29 CFR 13.5(a)(2);
- (viii) A copy of employees' requests to use paid sick leave, if in writing, or, if not in writing, any other records reflecting such employee requests;
- (ix) Dates and amounts of paid sick leave taken by employees (unless a contractor's paid time off policy satisfies the requirements of Executive Order 13706 and 29 CFR part 13 as described in § 13.5(f)(5), leave must be designated in records as paid sick leave pursuant to Executive Order 13706);
- (x) A copy of any written responses to employees' requests to use paid sick leave, including explanations for any denials of such requests, as required under 29 CFR 13.5(d)(3);
- (xi) Any records reflecting the certification and documentation a contractor may require an employee to provide under 29 CFR 13.5(e), including copies of any certification or documentation provided by an employee;
- (xii) Any other records showing any tracking of or calculations related to an employee's accrual or use of paid sick leave;
- (xiii) The relevant covered contract;
- (xiv) The regular pay and benefits provided to an employee for each use of paid sick leave; and
- (xv) Any financial payment made for unused paid sick leave upon a separation from employment intended, pursuant to 29 CFR 13.5(b)(5), to relieve a contractor from the obligation to reinstate such paid sick leave as otherwise required by 29 CFR 13.5(b)(4).

(2)

- (i) If a contractor wishes to distinguish between an employee's covered and non-covered work, the contractor must keep records or other proof reflecting such distinctions. Only if the contractor adequately segregates the employee's time will time spent on non-covered work be excluded from

hours worked counted toward the accrual of paid sick leave. Similarly, only if that contractor adequately segregates the employee's time may a contractor properly refuse an employee's request to use paid sick leave on the ground that the employee was scheduled to perform non-covered work during the time she asked to use paid sick leave.

(ii) If a contractor estimates covered hours worked by an employee who performs work in connection with covered contracts pursuant to 29 CFR 13.5(a)(i) or (iii), the contractor must keep records or other proof of the verifiable information on which such estimates are reasonably based. Only if the contractor relies on an estimate that is reasonable and based on verifiable information will an employee's time spent in connection with non-covered work be excluded from hours worked counted toward the accrual of paid sick leave. If a contractor estimates the amount of time an employee spends performing in connection with covered contracts, the contractor must permit the employee to use her paid sick leave during any work time for the contractor.

(3) In the event a contractor is not obligated by the Service Contract Act, Davis-Bacon Act, or the Fair Labor Standards Act to keep records of an employee's hours worked, such as because the employee is exempt from the FLSA's minimum wage and overtime requirements, and the contractor chooses to use the assumption permitted by 29 CFR 13.5(a)(1)(iii), the contractor is excused from the requirement in paragraph (1)(d) of this section to keep records of the employee's number of daily and weekly hours worked.

(4)

(i) Records relating to medical histories or domestic violence, sexual assault, or stalking, created for purposes of Executive Order 13706, whether of an employee or an employee's child, parent, spouse, domestic partner, or other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship, shall be maintained as confidential records in separate files/records from the usual personnel files.

(ii) If the confidentiality requirements of the Genetic Information Nondiscrimination Act of 2008 (GINA), section 503 of the Rehabilitation Act of 1973, and/or the Americans with Disabilities Act (ADA) apply to records or documents created to comply with the recordkeeping requirements in this contract clause, the records and documents must also be maintained in compliance with the confidentiality requirements of the GINA, section 503 of the Rehabilitation Act of 1973, and/or ADA as described in 29 CFR 1635.9, 41 CFR 60-741.23(d), and 29 CFR 1630.14(c)(1), respectively.

(iii) The contractor shall not disclose any documentation used to verify the need to use 3 or more consecutive days of paid sick leave for the purposes listed in 29 CFR 13.5(c)(1)(iv) (as described in 29 CFR 13.5(e)(1)(ii)) and shall maintain confidentiality about any domestic abuse, sexual assault, or stalking, unless the employee consents or when disclosure is required by law.

(5) The contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.

(6) Nothing in this contract clause limits or otherwise modifies the contractor's recordkeeping obligations, if any, under the Davis-Bacon Act, the Service Contract Act, the Fair Labor Standards Act, the Family and Medical Leave Act, Executive Order 13658, their respective implementing regulations, or any other applicable law.

(h) The contractor (as defined in 29 CFR 13.2) shall insert this clause in all of its covered subcontracts and shall require its subcontractors to include this clause in any covered lower-tier subcontracts.

(i) Certification of Eligibility.

(1) By entering into this contract, the contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has an interest in the contractor's firm is a person or firm ineligible to be awarded Government contracts by virtue of the sanctions imposed pursuant to section 5 of the Service Contract Act, section 3(a) of the Davis-Bacon Act, or 29 CFR 5.12(a)(1).

(2) No part of this contract shall be subcontracted to any person or firm whose name appears on the list of persons or firms ineligible to receive Federal contracts currently maintained on the System for Award Management Web site, <http://www.SAM.gov>.

(3) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. 1001.

(j) Interference/Discrimination.

(1) A contractor may not in any manner interfere with an employee's accrual or use of paid sick leave as required by Executive Order 13706 or 29 CFR part 13. Interference includes, but is not limited to, miscalculating the amount of paid sick leave an employee has accrued, denying or unreasonably delaying a response to a proper request to use paid sick leave, discouraging an employee from using paid sick leave, reducing an employee's accrued paid sick leave by more than the amount of such leave used, transferring an employee to work on non-covered contracts to prevent the accrual or use of paid sick leave, disclosing confidential information contained in certification or other documentation provided to verify

the need to use paid sick leave, or making the use of paid sick leave contingent on the employee's finding a replacement worker or the fulfillment of the contractor's operational needs.

(2) A contractor may not discharge or in any other manner discriminate against any employee for:

- (i) Using, or attempting to use, paid sick leave as provided for under Executive Order 13706 and 29 CFR part 13;

- (ii) Filing any complaint, initiating any proceeding, or otherwise asserting any right or claim under Executive Order 13706 and 29 CFR part 13;

- (iii) Cooperating in any investigation or testifying in any proceeding under Executive Order 13706 and 29 CFR part 13; or

- (iv) Informing any other person about his or her rights under Executive Order 13706 and 29 CFR part 13.

(k) Waiver. Employees cannot waive, nor may contractors induce employees to waive, their rights under Executive Order 13706, 29 CFR part 13, or this clause.

(l) Notice. The contractor must notify all employees performing work on or in connection with a covered contract of the paid sick leave requirements of Executive Order 13706, 29 CFR part 13, and this clause by posting a notice provided by the Department of Labor in a prominent and accessible place at the worksite so it may be readily seen by employees. Contractors that customarily post notices to employees electronically may post the notice electronically, provided such electronic posting is displayed prominently on any Web site that is maintained by the contractor, whether external or internal, and customarily used for notices to employees about terms and conditions of employment.

(m) Disputes concerning labor standards. Disputes related to the application of Executive Order 13706 to this contract shall not be subject to the general disputes clause of the contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR part 13. Disputes within the meaning of this contract clause include disputes between the contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives."

3. That except as otherwise provided herein, all of the terms, conditions, and provisions of said Lease shall be and remain the same.

4. This Supplemental Agreement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army as of this 23 day of August, 2017.

COY.MICHAEL.D
ALE.1168594727

Digitally signed by
COY.MICHAEL.DALE.1168594727
DN: c=US, o=U.S. Government,
ou=DoD, ou=PKI, ou=USA,
cn=COY.MICHAEL.DALE.1168594727
Date: 2017.08.23 06:38:41 -08'00'

Michael D. Coy
Real Estate Contracting Officer
U.S. Army Corps of Engineers
Pacific Ocean Division

This Supplemental Agreement No. 3 to Lease No. DACA84-1-09-135 is accepted this 19th day of July, 2017.

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

By 
FORD N. FUCHIGAMI
Director of Transportation

APPROVED AS TO FORM:



LAURA KIM-NUGENT
Deputy Attorney General

EXHIBIT 29

**SUPPLEMENTAL AGREEMENT NO. 4
TO
DEPARTMENT OF THE ARMY
LEASE NO. DACA84-1-09-135
DILLINGHAM MILITARY RESERVATION
HONOLULU, HAWAII**

THIS SUPPLEMENTAL AGREEMENT by and between the **Secretary of the Army**, hereinafter referred to as the "Secretary", and the **STATE OF HAWAII DEPARTMENT OF TRANSPORTATION**, hereinafter referred to as the "Lessee".

WITNESSETH THAT:

WHEREAS, by Lease No. DACA84-1-09-135 (hereinafter the "Lease"), the Secretary granted to the Lessee a lease with a Twenty-Five (25) year term beginning July 6, 2009 and ending July 5, 2034, for the use and occupancy of a portion of Dillingham Military Reservation for the purposes of operating an airfield, parallel runways, taxiways, parking areas and various other buildings and improvements for use as a joint Department of Defense/Civil Airport; and

WHEREAS, by Supplemental Agreement No. 1, the Lessee and the Secretary agreed to correct the term of the Lease to five (5) years beginning July 6, 2009 and ending July 5, 2014; and

WHEREAS, Supplemental Agreement No. 2 extended the Lease for an additional one (1) year term;

WHEREAS, Supplemental Agreement No. 3 extended the Lease for an additional four (4) years beginning July 6, 2015 and ending July 5, 2019 and added Conditions 34 and 35 to the Lease, and,

WHEREAS, the Lessee desires and the Secretary agrees to extend the Lease for an additional five (5) year term and to correct a typographical error in Condition 5.

NOW, THEREFORE, the parties do hereby mutually agree as follows:

1. That the term of the Lease is extended for five (5) years commencing July 6, 2019 and ending July 5, 2024, but revocable at will by the Secretary during a national emergency declared by the President or the Congress of the United States, or in the event the Lessee violates any of the terms and conditions of the Lease. It is the intent of both parties in the future to negotiate and enter into a new longer term lease, which would supersede the Lease. Notwithstanding, neither party is obligated under the terms of the Lease beyond July 5, 2024.

2. That Condition No. 5 of the Lease is hereby replaced in its entirety by the following:

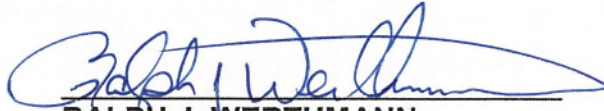
"5. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupation of the premises shall be subject to the general supervision and approval of the **Installation Commander, US Army Garrison, Pacific**, hereinafter referred to as said officer, and to such rules and regulations as may be prescribed from time to time by said officer."

3. That except as otherwise provided herein, all of the terms, conditions, and provisions of said Lease shall be and remain the same.

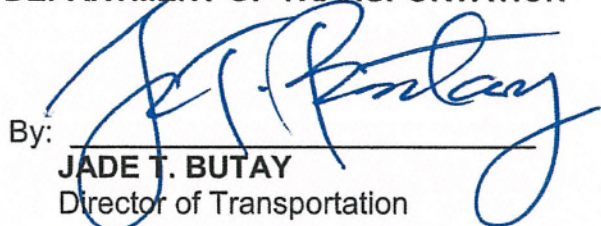
4. This Supplemental Agreement is not subject to Title 10, United States Code, Section 2662.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army as of this 23 day of April, 2019.

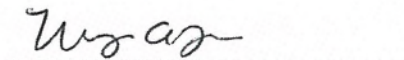

RALPH J. WERTHMANN
Real Estate Contracting Officer
U.S. Army Corps of Engineers,
Pacific Ocean Division

This Supplemental Agreement No. 4 to Lease No. DACA84-1-09-135 is accepted this 18th day of April, 2019.

**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

By: 
JADE T. BUTAY
Director of Transportation

APPROVED AS TO FORM:


MARJORIE A. LAU
Deputy Attorney General