

EXHIBIT 31



**FEDERAL AVIATION ADMINISTRATION
MEMORANDUM TO THE ADMINISTRATOR**

From: Brian Armstrong, AWP-620

Prepared by: Tony Garcia, AWP-620.1

Date: September 25, 2012

Re: **Proposed Termination of Dillingham Airfield Lease Agreement with U.S. Army by HDOT**

Overview:

The State of Hawaii, Department of Transportation (HDOT), is evaluating the cancellation of the lease agreement between the US Army and HDOT pursuant to which HDOT manages and operates Dillingham Airfield (HDH), which is owned by the U.S. Army.

Background:

In 1983, the Army and HDOT executed a 25-year lease agreement whereby HDOT took over the complete management and operation of HDH. Effectively, it was a triple net lease making HDOT responsible for HDH in its entirety, unlike other military shared-use airports where costs and responsibilities are divided between the military and civilian airport operators. It included a water system that provides potable water to the airport and surrounding areas. When the lease expired, the Army and HDOT entered into a new 25-year lease in 2008 under similar terms and conditions. The Army has recently advised HDOT that the current lease has to be amended to reduce the term to 5 years, which is presently the maximum lease term that the Army may grant. A five-year lease would expire in 2014.

HDH has received a total of three AIP grants amounting to \$1,326,380, which were awarded in 1988, 2003, and 2005. As of 9/20/2012, HDH reports 56 based aircraft: 31 fixed wing aircraft, 3 helicopters, 20 gliders, and 2 ultralights. There

were a total of 40,410 operations. It should be noted that some of the based aircraft may now be classified as light sport aircraft.

HDH is unique in Hawaii because it is the only recreational airport in the entire state system. It accommodates gliders, parachuting, ultralights, and light sport aircraft. A remote control model plane was observed flying at HDH on a visit to the airport on September 19, 2012. These are aeronautical activities that often experience challenges and are made unwelcome when trying to use airports that have a significant number of fixed wing operations.

Disclosures and Findings

HDOT announced that it wanted to terminate the airport lease, relinquish its airport responsibility, and return HDH to the Army. As justification, HDOT explained that operating costs are excessive since airport expenses consistently exceed revenue. HDOT claims airport operating costs range from \$700,000 to \$1.5 million annually.

HDOT opines that its costs are too high and it needs to recover more of its airport operating costs, but does not know if airport rates and charges can be justifiably raised. HDOT is presently conducting a state-wide appraisal to assess current market values of its airport properties. HDOT will be in a better position to adjust the HDH rates and charges once the appraisal is complete. A reasonable rate setting policy, based on the appraisal, should allow HDOT recover more of its operating costs, in not all.

The airport water system is a separate and expensive cost center that lies outside HDOT's administrative expertise and regulatory authority. Yet, HDOT remains responsible for it under the terms of the lease agreement. The system is old and costly to maintain. The water system serves both the airport and private property off the airport. The present condition of the water lines is not fully known, and the identity of all water users is not known because of incomplete records and illegal connections to the water lines. The volume of water consumed by users continues to grow as more users have tapped into the system. Water is supplied without cost to the users, to limit liability, since HDOT does not want to charge for a service for which it does not consider itself a properly qualified supplier of water. The capital cost to replace the system and bring it up to standard is enormous. HDOT believes that it should not be HDOT's responsibility alone since the Army actually owns the entire water system and Oahu County is the agency charged with supplying water. As a solution, it would be preferable if the entire system could be placed under the jurisdiction of a cognizant state agency, but Oahu County does

not want to assume all the challenges and costs presented by the current situation. Ultimately, the disposition of the water system lies with the Army.

HDOT reports that airport users are guilty of repeated violations of the provisions contained in the airport use agreements. HDOT uses revocable permits to rent space and facilities at HDH. These agreements are month-to-month arrangements with a one-year term that renews automatically. The permits contain the approved use and the rental rate. Permit holders are also subject to the terms and conditions contained in the Army-HDOT lease agreement. HDOT complains that permit users regularly violate permit and lease requirements. Violations include making facility improvements without proper approval, building residential quarters, occupying unrented facilities without permission, introducing new uses without disclosure or approval, keeping animals on the premises, and so on. For example, the lease stipulates that the airfield will not be lit and the airport will be closed to civilian operations at night to allow for intermittent Army training exercises. Yet civilian users protested because when they cannot enter the airport at night and demanded access. They claim they have to do work, but HDOT observed that nighttime activity was not always for work purposes, but to access residential quarters or hold parties where liquor is served, although prohibited by the Army lease.

On August 13 and September 19, 2012, HDOT and the FAA conducted a general compliance inspection at HDH. The inspections found many non-conforming conditions, some new and many that had already been identified and had not been corrected. Violations included unauthorized guns; improper occupancy of vacant space; unauthorized uses such as fueling, storage, and fuel sales; residential units; animals; and unpermitted and unapproved facilities.

The Army has disclosed that it must amend the airport lease to reduce the lease term from 25 to 5 years because the Army is not presently authorized to grant leases with a term over five years. This change, if implemented, will present a grant eligibility obstacle for HDOT. It should be noted that a five-year lease will expire in 2014 and, without renewal, HDOT will be able to abandon the airport entirely.

HDOT has reported that the Airlines Committee of Hawaii (ACH), an organization of signatory airlines, was critical of the financial outlays committed to HDH. ACH reviews and has influence over HDOT's capital expenditure proposals, which may affect capital decision-making related to HDH.

HDOT has already disclosed its proposal to the office of Senator Inouye, but has not yet spoken with any Army policy or decision makers.

Issues and Considerations

The two major issues for which a resolution is not presently available are:

1. The eventual disposition of the airport water system
2. The Army decision regarding the future of HDH

Regarding the water system, we cannot presently predict the Army decision.

- Will the Army assume responsibility for and improve the entire water system?
- Will the Army convey the system to a civilian agency (other than HDOT)?
- Will the Army take possession of the water system and restrict its use to the airport, thereby ending water service to nearby property owners (a sure problem)?

Regarding the Army's choices, we cannot presently predict the Army's preferred alternative for the future of HDH.

- Will the Army insist on a new lease term of five years or allow the current 25-year term to remain unchanged?
- Can HDOT be persuaded to continue to operate HDH under a 5-year lease term even if HDOT cannot be awarded AIP grants because the lease term is too short?
- How will the Army operate HDH if HDOT is allowed to relinquish control of the entire airport?

How can HDOT's expectations regarding airport responsibilities and costs be met?

- Will HDOT be able to eliminate its responsibility for the water system without ending its management of the airport?
- Will HDOT be able to maintain the 25-year lease term with the Army and assure itself AIP eligibility?
- Will HDOT and the Army agree to negotiate a new type of agreement in order to establish a joint use arrangement so airport costs and responsibilities can be more equitably shared?

Regarding the fate of the civilian users:

- Will civilian operations be allowed to continue at HDH or will they be ordered to vacate the airport? Accommodating these operators at other Oahu airports will be difficult or impossible. Asking them to relocate to another Hawaiian island may be impractical or unrealistic.
- Airport officials reported that gliders could not operate at any other airport in Hawaii because none has the meteorological conditions necessary for gliders to get and stay airborne.

-Parachutists would likely not be welcome at Kalaeloa Airport (JRF) if they proposed an on-airport drop zone. JRF underlies the approach to HNL and Air Traffic Control may oppose parachutist jumping through the major approach surface to HNL. The parachuting organizations would likely have to agree to use an off-airport drop zone. At this time, we do not know if one is available or if the parachutists would be willing accept an off-airport drop zone.

What Next?

These unknowns should be addressed at the earliest opportunity. Knowing the disposition of the water system and the Army's future intentions will serve to disclose the future of HDH as a civilian airport and HDOT's role in its operations and management.

Airport Visit Attendees 9/19/2012

The following participated in the airport visit to HDH on 9/19/2012.

Roy Sakata, HDOT
Jim Ware, US Army
Mary Kitsu, HDOT
Hank Bruckner, HDOT
Ross Smith, HDOT
Ann Shigii, HDOT
Robert Ramos, HDOT/HDH
Chris Fortuno, Fire
John Kennedy, Fire
Eugene Perry, Fire
Glen M. Mitchell, Fire
Juan Reyes, FAA
Tony Garcia, FAA

Political Considerations

Office of Senator Inouye

2/5/16

HDH Army Lease

P:Ann/Dillingham/Lease

I sent a formal request to the Army (Air-PM 15.1040 dtd 9/24/15) for a 50 yr lease and 5 year interim lease until the long term lease takes over.

I followed up with Mike Sakai (Realty Contracting Officer for US Army Corp of Engineers) sometime in November 2015 on the status of the lease. He said that we should be getting the 5 year lease soon and he still needs to get final approvals for the long term lease. I recall the term will now be 25 years, maybe 30?

Other issues –

- 1) Who will manage the water system?
- 2) Army is planning to deed Ceded land area (location of t-hangars, tie downs) to DOTA which includes a portion of the beach.
- 3) DOTA's plan to install electrical lines & poles which will require an easement to HECO may be moving forward once we get the lease – need to check with Benton Ho or Steve Tagupa.
- 4) Tenants not being charged for electricity. We get billed by the Army.

Ann

2/17/16 – Mike A. telecon with Mike Sakai for status on leases.

According to Mike S., he still needs to go to HQ to get a waiver for a long term lease. Mike S. had funding from Army Garrison office to get the waiver, but the funds were withdrawn, he needs to go back to Army Garrison office to have a new directive issued for the funding.

Mentioned, that Army possibly may require the lessee (DOTA), to come up with the funds to process the approval for a long term lease. As for

the short term lease, he will follow up with Army Garrison office to get it moving again. We are on a holdover status for lease that expired July 2015.

2/19/16 – Telecon with Ross H. and Mike Sakai. Ross conveyed urgency in getting the lease (interim and long term) in place due to the transformer issues. Mike S. will follow up with Army Garrison to check on getting funding for Mike S.'s office to do the lease documentation.

2/19/16 – Mike S. called to say that he spoke with Army Garrison and that Mike S.'s office would send a funding request to Army Garrison for the interim 5-year lease. Once the request goes to Army Garrison, Mike S. felt it should take about 1-week to get the funds, at which time Mike S.'s office could then process the interim 5-year lease. A separate complete packet will need to be prepared for the funding request for the 50-year lease, this will be done at a later date.

3/9/16 – Telecon with Dave Giliam (ACOE Realty Specialist, 835-4059). Funding request submitted to Army Garrison. Once funding approved, which approval should take a couple of weeks, then Dave will be able to work on the 5-year lease.

3/21/16 – Telcon with Horace, 5-year lease directive has been issued. Horace will work on issuing 50-year lease directive. Horace will follow up with Dave on funding request.

3/23/16 – Telcon with Dave, he had not heard from Horace, but will follow up with him. Dave and Mike S. had spoken to Clifton (Horace's boss) this a.m. regarding the funding.

4/7/16 – Left message with Mike S. to continue working on 50-year lease.

7/26/16 – Left message with Horace re: status on directive.

March 9, 2015 Meeting with Army – Management of water system, lease, and Quitclaim Deed for ceded land

In attendance: Keith Ishinaga/Dennis Lopez (AIR-OME), Roy Sakata (AIR-O), Hank Bruckner (AIR-LG), Mike Auerbach (AIR-PM), Sidney Hayakawa (AIR-A), Mike Navares (AIR-JRF), Horace Purifoy (USAG-HI), Mike Sakai (Army COE), Ford Fuchigami (DIR), David Rodriguez (DIR-Special Assistant), Ross Higashi (DEP-A), Alex Tamoria (AIR-L), Ross Smith (AIR-PM), Ann Shiigi (AIR-PM), Ron Simpson (FAA HNL ADO)

Water Management

DLNR Water Commissioner (current Paul Lear?) regulates water permit or agreement established in 1970's prescribing the limitation of 55,000 gallons is allowed to be pumped per day. The usage is currently 225,000 gallons per day.

Majority of users are off property with majority of lines running on DLNR property and towards Camp Erdman, through DOTA property, then through Army property to residents.

Kaena Pt station wants to separate themselves from our system (poc Lance Hayashi).

Historically as residents established themselves across Farrington Hwy, Ed Landcot (Army COE) asked Ben (AIR-O) to help the residents to maintain the water system.

DIR asked if FAA can fund a sustainability program since lots of people are off airport. FAA's reply was that currently funding was unlikely due to federal funding requirements of having a lease of more than 5 years.

DIR directed DEP-A to put together a scope of work with questions 1) who's on what water line, the cost of each user, etc. to develop an RFP to hire a consultant to put together a study to address the water issue. RFP consultant to assess rate relative to water quality, potable vs. non-potable.

Dennis suggested that the Army should deal with users who use water running through their property.

City and County beach also using DOTA water.

Not enough flow of water for fire protection which a water purveyor is responsible for. Question posed, do we charge or not? Army didn't charge in the past. DIR, is on the BWS board of directors, and commented that the BWS is opposed to setting up the system due to high costs.

DOTA is currently paying Doonwood to do site improvements, repairs, monitoring water quality. The contract is for 1 year t \$100,000.

Quitclaim Deed of ceded land from Army to DOTA

According to Mike Sakai, 6 people worked on the Q/D since he started working for the Army. He is currently working on a Hilo Q/D which is 95% complete. This Q/D will be used as a template for the Hilo Q/D.

DIR-considering acquiring 200 acres from Army for the portion of HDH that DOTA is currently leasing. Directed David R. to initiate process.

Army Lease

Question asked again to Army about the long term lease – Mike commented that he has to research to get authority from headquarters to do a recreational lease which can be up to 50 years.

According to Ron S., it will be a liability on DOTA because DOTA will not qualify for FAA funding to control wildlife without a long term lease of more than 5 years.

Action plan – Army to enter into a 5 year lease with DOTA for now and simultaneously work on a 25 years long term lease.

Beach – DLNR doesn't want the beach because of aviation restrictions.

Army can't go directly to FAA for funding – can't cross over into another federal agency.

DIR also asked Horace if DOD can reimburse DOTA for making improvements.

In conclusion –the cost to maintain and operate HDH is anywhere from \$750,000 to \$1.2 million/ year which is not cost effective to maintain a small recreational airport. According to Mike S. this is not uncommon in the Mainland.

Per DIR – called Mike S. next week Monday 3/16 to follow up with the lease.

8/8/13 Meeting with Army and FAA

Mike Sakai, Horace Purifoy, Ron Simpson, Juan Reyes, Ross Smith, Ford Fuchigami, Martinez Jacobs, Ann Shiigi

Water Management Issue at HDS

DEP-A – 1) Background - we have 2 wells; bacteria found in wells; met with BWS and they don't want to take over the water; DOTA is responsible for water within the airport; people are tapping in our water and more water is being used than DOTA is allowed

2) Next Lease – DOTA requesting that a) the 2 wells be removed from the lease; b) return the responsibility to the Army; c) charge tenants for the water; d) concerns about the people across the street and what's going to happen to them

ARMY - 1) Not in water business; Army responsible for Kaena Point

DEP-A – 1) If Army and DOTA don't manage the water, then BWS will be forced to take over the water

FAA – 5 yrs with options to extend is not acceptable – lease needs to be continuous 20 year term to get FAA funding.

ARMY – 1) Mike's authority is limited to 5 years; 2) would take 6-9 months to submit request to head quarters and obtain approval; 3) he can do research to enter into a recreational lease up to 50 years which he has done 2x (HECO and UH); 4) Army priority is with military uses; 5) needs to look into a Federal Statute 10 USC 2692 for none DOD storage of hazardous materials (cleaning , toxins, biomedical, bleach etc.) – DOTA needs to be recertified every 5 years submit a list to Army 1 one ahead of the expiration of the certification; 6) DOTA will need to submit a development plan to the Army – then DOTA does not need to obtain permission for new agreements and maintenance matters; 7) Mike to submit the current lease template to Ross – does not include the new Fed Stat 10 USC 2692 language so he'll send it separately

AIR-LF – already has list of hazmat materials restricted and allowed for the airport

**DEP-A – 1) will initiate notification via email to BWS (include GOV and Mayor) to discuss the water situation; 2) Army and DOTA don't want to run the water system; 3) will request that the BWS management the water system for both airport tenants and public across the street/

ARMY – 1) has no intention of running the airport commercially; 2) agree to separate the water from the lease

FAA – Concern that entering into a recreational lease could allow tenants to bring back their boats, cars and other non-aeronautical activities that would violate FAA policies and DOTA worked hard to clean up

ARMY – will look into language that could make it a recreational lease limited to aeronautical use.

8/9/13 **DEP-A – Will initiate notification to GOV, and public officials that DOTA and ARMY will not be managing the water. DEP-A will let ARMY notify the tenants that they will shut down the water system. It will be up to ARMY to make arrangements with BWS.

EXHIBIT 32

NEIL ABERCROMBIE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1880

GLENN M. OKIMOTO
DIRECTOR

Deputy Directors
FORD N. FUCHIGAMI
RANDY GRUNE
AUDREY HIDANO
JADINE URASAKI

IN REPLY REFER TO:
AIR-PM
14.0207

March 17, 2014

Mr. Michael Y. Sakai
Real Estate Contracting Officer
U.S. Army Corps of Engineers
Building 230, CEPOH-PP-DR
Fort Shafter, Hawaii 96858-5440

Dear Mr. Sakai:

The State of Hawaii, Department of Transportation (DOT) and the Secretary of the Army (Army) entered into Lease No. DACA84-1-09-135, dated September 16, 2008 (Lease), for the purpose of operating an airfield, parallel runways, taxiways, parking areas and various building and improvements, being a portion of Dillingham Military Reservation, identified as Dillingham Airfield.

Under Supplemental Agreement No. 1, executed November 28, 2012, DOT and the Army corrected the term of the lease to five (5) years beginning July 6, 2009, and ending July 5, 2014.

Under terms of the Lease, DOT has been maintaining, operating and repairing the existing water system at Dillingham Airfield that is estimated to have been constructed in the 1940's. In order for DOT to completely review the water system and associated issues, we are requesting approval for a one-year extension to the lease term. If approved, the new lease term would be effective July 6, 2014 to July 5, 2015.

In addition, as part of our review of the water system issues, we are requesting information you may have on the Kunia Water Users Group that was previously mentioned in one of our earlier meetings.

Finally, in addition to the conveyance of the ceded lands, we would be interested in exploring the potential of the Army being able to convey to DOT all of its leased lands at Dillingham Airfield.

If you have any questions, please do not hesitate to contact me directly at 838-8602.

Aloha,


FORD N. FUCHIGAMI
Deputy Director-Airports

Mailed: 3/19/14

EXHIBIT 33

NEIL ABERGROMBIE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1880
April 24, 2014

GLENN M. OKIMOTO
DIRECTOR

Deputy Directors
FORD N. FUCHIGAMI
RANDY GRUNE
AUDREY HIDANO
JADINE URASAKI

IN REPLY REFER TO:

AIR-PM
14.0410

Mr. Horace Purifoy
Realty Officer
U.S. Army Garrison Hawaii
Directorate of Public Works
947 Wright Avenue
Building 104, Wheeler Army Airfield
Schofield Barracks, Hawaii 96857-5013

Dear Mr. Purifoy:

The State of Hawaii, Department of Transportation (SDOT) is reviewing the situation with regard to Department of the Army Lease No. DAC84-1-09-135, dated September 16, 2008 (LEASE), for the purpose of operating an airfield, parallel runways, taxiways, parking areas and various buildings and improvements, being a portion of Dillingham Military Reservation, identified as Dillingham Airfield (HDH), and seeks answers to the following questions:

- 1) Will the Army provide SDOT with a one-year extension of the existing lease at Dillingham Airfield? SDOT wants to use the time to thoroughly review the water issue and potential solutions before things are tied up for a longer period.
- 2) Is the Army able to provide SDOT with information on the Kunia Water Users Group which was mentioned during the last discussion of the HDH water system? SDOT is interested in determining if such a model could be used at HDH.
- 3) In addition to the above questions, SDOT would like to explore the possibility of the expanding the Army's turn over of HDH to the State of Hawaii, to include not just the ceded land portion, but all of HDH.

Should you have any questions, please contact Mr. Ross Smith of our Property and Business Development Staff at 838-8676.

Very truly yours,

A handwritten signature in black ink, appearing to read "Glenn M. Okimoto".

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

CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#7160 3901 9845 3294 8942

4/24/2014: mailed

EXHIBIT 34

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

FORD N. FUCHIGAMI
DIRECTOR

Deputy Directors
JADE T. BUTAY
ROSS M. HIGASHI
EDWIN H. SNIFFEN
DARRELL T. YOUNG

IN REPLY REFER TO:

AIR-PM
15.1040

September 24, 2015

Mr. Horace Purifoy
Realty Officer
Planning Division
Directorate of Public Works
United States Army Garrison, Hawaii
948 Santos Dumont Avenue
Building 105, Wheeler Army Airfield
Schofield Barracks, Hawaii 96857-5013

Dear Mr. Purifoy:

As a follow-up to a conference call on September 17, 2015, between staff from the State of Hawaii, Department of Transportation, Airports Division (DOTA) and the U.S. Army Corps of Engineers, DOTA requests to re-enter into lease negotiations with the Department of the Army for a portion of Dillingham Military Reservation, identified as Kawaihapai Airfield (Airfield), for the purpose of operating an airfield, parallel runways, taxiways, parking areas and various building and improvements for the use as a joint Department of Defense/Civil Airport, for a term of fifty (50) years beginning July 6, 2020. As you are aware, the airfield has been and is currently being used for recreational aeronautical activities and it is important to provide the public with access to these activities. However, the DOTA cannot continue to maintain the airfield and its public facilities under a short-term lease agreement; hence, our request for a fifty (50)-year lease.

In the meantime, in order to continue operations of the Airfield until the said fifty (50)-year lease is fully executed, DOTA requests that an interim lease be issued for a period of five (5) years, effective July 6, 2015 to July 5, 2020, following the expiration of the previous Lease No. DACA84-1-09-135, dated September 16, 2008, which expired on July 5, 2015.

If you have any questions, please contact Mr. Sidney Hayakawa, Administrative Services Officer at 838-8704 or by email at sidney.a.hayakawa@hawaii.gov.

Sincerely,

A handwritten signature in black ink that reads "Ford N. Fuchigami".

FOK FORD N. FUCHIGAMI
Director of Transportation

c: Mr. Michael Y. Sakai, Real Estate Contracting Officer

bc: AIR-O

EXHIBIT 35

-----Original Message-----

From: Auerbach, Mike [mailto:mike.auerbach@hawaii.gov]

Sent: Friday, April 08, 2016 4:23 PM

To: Giliam, David M POH <David.M.Giliam@usace.army.mil>; Sakai, Michael Y POH <Michael.Y.Sakai@usace.army.mil>

Subject: [EXTERNAL] RE: Dillingham Airfield - DOTA Lease

Dave,

Thank you for the update, hopefully next week your office will get the funding in place and we can move forward with the short term lease.

Mike,

We are still very interested in pursuing the long term 50-Year lease. In order for DOTA to make much needed infrastructure improvements/repairs and expend the necessary funding, we need to have the long term lease in place. Do you have a status update on processing approval for the 50-Year lease?

Thanks,
Mike Auerbach
Land Agent
State of Hawaii DOT-Airports Division

Ph. 808.838.8684
E-mail: mike.auerbach@hawaii.gov

-----Original Message-----

From: Giliam, David M POH [mailto:David.M.Giliam@usace.army.mil]
Sent: Friday, April 08, 2016 1:38 PM
To: Auerbach, Mike <mike.auerbach@hawaii.gov>
Cc: Sakai, Michael Y POH <Michael.Y.Sakai@usace.army.mil>
Subject: FW: Dillingham Airfield - DOTA Lease

Mike, below is the latest on our funds request from DPW.

Dave Giliam
Realty Specialist
808-835-4059

-----Original Message-----

From: Purifoy, Horace CIV (US) [mailto:horace.purifoy.civ@mail.mil]
Sent: Friday, April 08, 2016 1:29 PM
To: Giliam, David M POH <David.M.Giliam@usace.army.mil>
Subject: RE: Dillingham Airfield - DOTA Lease

Dave,

I am awaiting approval of the Facilities Engineering Work Request after which we will cut a MIPR for the funds requested.

Horace

Horace Purifoy, GS 12
Chief, Real Estate Branch
Real Property Accountable Officer
Real Estate Branch
Planning Division
Directorate of Public Works

EXHIBIT 36

-----Original Message-----

From: Auerbach, Mike [mailto:mike.auerbach@hawaii.gov]

Sent: Friday, May 13, 2016 11:24 AM

To: Giliam, David M POH <David.M.Giliam@usace.army.mil>

Cc: Sakai, Michael Y POH <Michael.Y.Sakai@usace.army.mil>; Purifoy, Horace CIV (US) <horace.purifoy.civ@mail.mil>

Subject: [EXTERNAL] RE: Dillingham Airfield - DOTA Lease

Dave,

In reviewing the Supplemental Agreement No. 3, I noticed that the commencement date was July 6, 2014. There was a Supplemental Agreement No. 2 that was executed on August 15, 2014 that extended the term of the easement from July 6, 2014 and ending July 5, 2015, see attached. I believe Supplemental Agreement No. 3 should be revised to a July 6, 2015 commencement date and ending July 5, 2020 to reflect Supplemental Agreement No. 2.

DOT-Airports urgently needs to get started on a major improvement project at Dillingham, however, for the amount of the expenditure, this major improvement project can only be done once the long term 50-year lease is in place. Would it be possible to include language in Supplemental Agreement No. 3 stating that it is the intent of the parties to replace this 5-year lease with a long term 50-year lease. The inclusion of this language could possibly help with DOT-Airports' effort to get funding.

Thank you,

Mike Auerbach

Land Agent

State of Hawaii DOT-Airports Division

Ph. 808.838.8684

E-mail: mike.auerbach@hawaii.gov

EXHIBIT 37

-----Original Message-----

From: Auerbach, Mike [mailto:mike.auerbach@hawaii.gov]
Sent: Tuesday, July 12, 2016 10:46 AM
To: Purifoy, Horace CIV (US) <horace.purifoy.civ@mail.mil>
Subject: [Non-DoD Source] Dillingham Airfield - DOTA Lease

Horace,

Just following up on DOTA's request for a 50-Year lease at Dillingham Airfield. I have been working with Dave Gilliam on the interim 5-Year lease. For the 50-Year lease, I understand Dave's office is waiting on a Directive from your office. In order for DOTA to make much needed infrastructure improvements/repairs and expend the necessary funding, we need to have the long term lease in place.

Would appreciate your office's timely issuance of the Directive for the 50-Year lease to Dave's office.

Please call or e-mail me if you have any questions.

Thanks,

Mike Auerbach

Land Agent

State of Hawaii DOT-Airports Division

Ph. 808.838.8684

E-mail: mike.auerbach@hawaii.gov

EXHIBIT 38

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1880

September 5, 2017

FORD N. FUCHIGAMI
DIRECTOR

Deputy Directors:
JADE T. BUTAY
ROSS M. HIGASHI
EDWIN H. SNIFFEN
DARRELL T. YOUNG

IN REPLY REFER TO:
AIR-PM
17.0649

Mr. Horace Purifoy
Chief, Real Estate Branch
United States Army Garrison, Hawai'i
Directorate of Public Works
947 Wright Avenue
Wheeler Army Airfield
Schofield Barracks, Hawai'i 96857-2013

Dear Mr. Purifoy:

We have completed full execution of Supplemental Agreement No. 3 to Army Lease No. DACA84-1-09-135 for joint Department of Defense/Civil Airport use at Dillingham Military Reservation (Dillingham Airfield), see attached. Supplement Agreement No. 3 extends the lease term four (4) years, beginning July 6, 2015 and ending July 5, 2019.

In order to address much needed and critical infrastructure improvements and repairs, and to obtain the necessary funding approvals, we are requesting a long-term lease for Dillingham Airfield. We previously had requested from your office a long-term lease of fifty (50) years, however, we now would like to revise that to a twenty-five (25) year lease, with an option to renew every five years.

Your prompt attention to this matter would be greatly appreciated.

Should you have any questions, please contact Mr. Mike Auerbach at 838-8684 or by email at mike.auerbach@hawaii.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Ross M. Higashi".

ROSS M. HIGASHI
Deputy Director-Airports

Attachment

EXHIBIT 39

-----Original Message-----

From: Stone, Mary A CIV (US)

Sent: Thursday, October 5, 2017 9:21 AM

To: Auerbach, Mike <mike.auerbach@hawaii.gov>

Cc: Giliam, David M CIV USARMY CEPOH (US) <David.M.Giliam@usace.army.mil>;

Purifoy, Horace CIV (US) <horace.purifoy.civ@mail.mil>

Subject: Section B of the ROA: DOT-Airports Dillingham Airfield
(UNCLASSIFIED)

Importance: High

CLASSIFICATION: UNCLASSIFIED

Mike, per the below, please fill out the attached Section B for the Report of Availability (ROA), which will start the action for a long term lease.

Please send to our office once completed.

v/r,

Mary A. Stone
Realty Specialist

Real Estate Branch, Planning Division
Directorate of Public Works, Hawaii
Bus: (808) 656-2413
Fax: (808) 656-3290
mary.a.stone30.civ@mail.mil

Service is our Job! Excellence is our Goal!

ICE Comments:

Caution-Caution-Caution-Caution-<https://ice.disa.mil/index.cfm?fa=card&sp=97635&s=48&dep=DOD&sc=5>

EXHIBIT 40

-----Original Message-----

From: Stone, Mary A CIV (US)

[Caution-Caution-Caution-Caution-mailto:mary.a.stone30.civ@mail.mil]

Sent: Monday, December 11, 2017 11:33 AM

To: Auerbach, Mike <mike.auerbach@hawaii.gov>

Cc: Purifoy, Horace CIV (US) <horace.purifoy.civ@mail.mil>; Hewitt, Ed J CIV
USARMY IMCOM PACIFIC (US) <ed.j.hewitt.civ@mail.mil>; Stone, Mary A CIV (US)
<mary.a.stone30.civ@mail.mil>; Lisa Stone <rollingstone21@aol.com>

Subject: Record of Environmental Consideration (REC) for the : Section B of
the ROA: DOT-Airports Dillingham Airfield (UNCLASSIFIED)

Importance: High

Mike, could you please fill out the attached REC form. This form ties into the Report of Availability (ROA), Section B, that you filled out earlier.

I apologize this was an oversight on my part to forward you the Record of Environmental Consideration (REC) when I sent you the Section B to fill out originally.

For any Environmental questions regarding the REC, please contact Lisa Graham, NEPA, Program Manager at 656-3075, or Ed Hewitt, NEPA Coordinator, 656-5811.

Thank you for your consideration in this matter.

v/r,

Mary A. Stone
Realty Specialist
Real Estate Branch, Planning Division
Directorate of Public Works, Hawaii
Bus: (808) 656-2413
Fax: (808) 656-3290
mary.a.stone30.civ@mail.mil

Service is our Job! Excellence is our Goal!

ICE Comments:

Caution-Caution-Caution-Caution-<https://ice.disa.mil/index.cfm?fa=card&sp=97635&s=48&dep=DOD&sc=5>

EXHIBIT 41

-----Original Message-----

From: Auerbach, Mike

[Caution-Caution-Caution-mailto:mike.auerbach@hawaii.gov]

Sent: Wednesday, January 31, 2018 9:01 AM

To: Stone, Mary A CIV (US) <mary.a.stone30.civ@mail.mil>

Cc: Purifoy, Horace CIV (US) <horace.purifoy.civ@mail.mil>; Hewitt, Ed J CIV
USARMY IMCOM PACIFIC (US) <ed.j.hewitt.civ@mail.mil>; Lisa Stone
<rollingstone21@aol.com>

Subject: [Non-DoD Source] RE: Record of Environmental Consideration (REC)
for the : Section B of the ROA: DOT-Airports Dillingham Airfield

(UNCLASSIFIED)

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

Mary,

We have reviewed and completed the Record of Environmental Consideration (REC) form and the Report of Availability (ROA). In connection with our review, we would like to revise our request from a 25-Year lease with 5-Year option to renew, to a Thirty-Five (35) Year Lease.

Within the REC, all information has been completed, a DOTA signed pdf file and a Word file are attached. See also attached Exhibit A and Exhibit B for the REC.

Within the ROA, Section B, we have provided updated information for Section I. item number 4., to include a start date; item number 5., to revise the term from a 25-Year Lease with 5-Year Option to Renew to a 35-Year Lease; and within Section III. item number 1. b., updating information on utilities. See attached revised ROA.

Appreciate your work on issuing the new lease for Dillingham Airfield.

Call or email me should you have any questions.

Thank you,
Mike Auerbach, Land Agent
State of Hawai'i
Department of Transportation-Airports Division
400 Rodgers Blvd., Suite 700
Honolulu, Hawai'i 96819-1880
Ph. 808.838.8684

EXHIBIT 42

-----Original Message-----

From: Crowley, David M (Dave) CIV USARMY IMCOM PACIFIC (USA) [Caution-Caution-Caution-Caution-mailto:david.m.crowley22.civ@mail.mil]

Sent: Friday, January 11, 2019 3:05 PM

To: Blalock, John T <john.t.blalock@hawaii.gov>; Kam, Gary YT <gary.yt.kam@hawaii.gov>; russell_dnwood@hotmail.com; Sakata, Roy <roy.sakata@hawaii.gov>; JoAnne.E.Oakes@usace.army.mil; Purifoy, Horace CIV USARMY IMCOM PACIFIC (USA) <horace.purifoy.civ@mail.mil>; Suzuki, Rhonda L CIV USARMY IMCOM PACIFIC (USA) <rhonda.l.suzuki.civ@mail.mil>; Davis, Richard D CIV USARMY IMCOM PACIFIC (USA) <richard.d.davis154.civ@mail.mil>; Arne, Ryan D CIV USARMY USAG (USA) <ryan.d.arne.civ@mail.mil>; Sage, Clyde

E CIV USARMY IMCOM PACIFIC (US) <clyde.e.sage.civ@mail.mil>; Vickers, Devin
V CPT USARMY IMCOM PACIFIC (USA) <devin.v.vickers.mil@mail.mil>; Thompson,
Brent W MAJ USARMY 25 ID (USA) <brent.w.thompson.mil@mail.mil>; Pawlak,
David A (Dave) CIV USARMY USAG (USA) <david.a.pawlak2.civ@mail.mil>; Wolfe,
Allen P CIV USARMY IMCOM PACIFIC (US) <allen.p.wolfe.civ@mail.mil>
Cc: Exzabe, Alton Joseph CIV USARMY USAG (USA)
<alton.j.exzabe.civ@mail.mil>; Choo, Nelson K Jr CIV CPMS (US)
<nelson.k.choo.civ@mail.mil>; Davis, Richard D CIV USARMY IMCOM PACIFIC
(USA) <richard.d.davis154.civ@mail.mil>
Subject: RE: [Non-DoD Source] RE: HDH water line (UNCLASSIFIED)

CLASSIFICATION: UNCLASSIFIED

Hi John,

Nice meeting you as well. Thank you for being responsive to cultural resource concerns at Dillingham Airfield and I look forward to continuing a great working relationship.

As we discussed yesterday, considering the burial area, the sensitive soils, and the overlapping jurisdictions under the lease, this a very a complicated project. It is critical that we have the Corps of Engineers included in this effort. I have included JoAnne Oakes from the real estate branch of the Honolulu District to bring them into the loop.

The use and occupation of the premises under the lease is supervised by the District Engineer from the Corps of Engineers. Under the lease, the State is responsible for complying with applicable Federal laws, but there are some laws that U.S. Army Garrison is responsible for complying with and cannot delegate.

Since we know there is a Native Hawaiian burial plot in the project area and the soils are the type that are likely to contain archaeological site (including human remains) we have to follow the process for compliance with the National Historic Preservation Act and the Native American Graves Protection and Repatriation Act, including consulting with the recognized descendants of the area.

The first thing that we need to begin the Garrison's part of the legal compliance for this project is some sort of request to install the new pipeline - I think that would be in the form of a dig permit request. I am not sure if that should come directly from the DOT, or if it should come through the Corps of Engineers. Once we have the request we can move forward with consultation for the legal compliance.

We, and our Native Hawaiian consulting parties, do have concerns about the archaeological and cultural resources in the area. I understand the importance of water line repairs, and that pausing to ensure regulatory compliance may result in project delays, but there are significant risks if the process is not followed.

As I mentioned yesterday, I happy to help any way that I can, but it is not


up to me how to proceed with this project. I believe the decision rests with the Corps and the Garrison Commander, and should be informed by the terms of the lease and applicable laws.

Recognizing that it is not my call, I strongly suggest holding off on digging the water line until this is sorted out.

Our lawyers were not available to discuss this today, but they are copied on this email, as are our Environmental, Planning, and Engineering Division Chiefs and our Garrison Executive Officer.

Thank you again and I'm sure we'll talk soon.

Very respectfully,
-Dave

David M. Crowley, M.A., RPA
Archaeologist
Cultural Resources Section
DPW Environmental Division
U.S. Army Garrison Hawaii
 808.655.9707
email: david.m.crowley22.civ@mail.mil

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Caution-Caution-BlockedCaution-Caution-www.garrison.hawaii.army.mil

How are we doing at providing you with environmental services and solutions?

Please provide us feedback by using the link below.

Caution-Caution-

BlockedCaution-Caution-

https://ice.disa.mil/index.cfm?fa=card&sp=83121&s=46&dep=*DoD

EXHIBIT 43

-----Original Message-----

From: Blalock, John T [Caution-Caution-mailto:john.t.blalock@hawaii.gov]

Sent: Wednesday, January 16, 2019 7:24 AM

To: Purifoy, Horace CIV USARMY IMCOM PACIFIC (USA) <horace.purifoy.civ@mail.mil>; Kam, Gary YT <gary.yt.kam@hawaii.gov>; Crowley, David M (Dave) CIV USARMY IMCOM PACIFIC (USA) <david.m.crowley22.civ@mail.mil>

Cc: Shiroma, Wesley R <wesley.r.shiroma@hawaii.gov>; JoAnne.E.Oakes@usace.army.mil; Sakata, Roy <roy.sakata@hawaii.gov>; dan collins <collinsk011@hotmail.com>; Puahala, Barbara C CIV USARMY IMCOM PACIFIC (US) <barbara.c.puahala4.civ@mail.mil>; Arne, Ryan D CIV USARMY USAG (USA) <ryan.d.arne.civ@mail.mil>; Auerbach, Mike <mike.auerbach@hawaii.gov>; Lareau, Lillian A <lillian.a.lareau@hawaii.gov>; Oshiro, Daniel K <daniel.k.oshiro@hawaii.gov>

Subject: [Non-DoD Source] RE: HDH water line

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

Aloha,

I appreciate everyone's efforts on HDH's waterline issue. As DOTA and USARMY move toward a long-term lease, I believe it is in our best interest that the major stakeholder meet at Kawaihapai (HDH), so everyone has a better insight to operations and possible issues that need to be addressed prior to drafting the lease agreement. I am open to any day and time, your input is appreciated.

Mahalo John T. Blalock

Acting Airport Mgr.
Kalaeloia (JRF) Airport
Diilingham (HDH) Airfield
Phone -808-425-4385
Cell- 808-271-0513

EXHIBIT 44

-----Original Message-----

From: Blalock, John T [mailto:john.t.blalock@hawaii.gov]

Sent: Thursday, March 28, 2019 7:39 AM

To: Purifoy, Horace CIV USARMY IMCOM PACIFIC (USA) <horace.purifoy.civ@mail.

mil>; Arne, Ryan D CIV USARMY USAG (USA) <ryan.d.arne.civ@mail.mil>;
mil>Kam,
Gary YT <gary.yt.kam@hawaii.gov>; Crowley, David M (Dave) CIV USARMY IMCOM PACIFIC (USA)
<david.m.crowley22.civ@mail.mil>; Fuchigami, Ford N <Ford.N.Fuchigami@hawaii.gov>
Cc: Shiroma, Wesley R <wesley.r.shiroma@hawaii.gov>; JoAnne.E.Oakes@usace.army.mil; Sakata, Roy
<roy.sakata@hawaii.gov>; dan collins <collinsk011@hotmail.com>; Puahala, Barbara C CIV USARMY IMCOM PACIFIC
(USA) <barbara.c.puahala4.civ@mail.mil>; Auerbach, Mike <mike.auerbach@hawaii.gov>; Lareau, Lillian A
<lillian.a.lareau@hawaii.gov>; Oshiro, Daniel K <daniel.k.oshiro@hawaii.gov>; Lawton, Marc R CIV USARMY IMCOM
PACIFIC (USA) <marc.r.lawton.civ@mail.mil>; Mitsunaga, Mark M CIV USARMY IMCOM PACIFIC
(USA) <mark.m.mitsunaga.civ@mail.mil>
Subject: RE: [Non-DoD Source] RE: HDH meeting on Long-term lease

All active links contained in this email were disabled. Please verify the identity of the sender, and confirm the authenticity of all links contained within the message prior to copying and pasting the address to a Web browser.

Aloha All, after speaking with the Governor's Assistant, Ford Fuchigami, DOTA was inquiring on entering into a long term 50 year instead of 35 for Dillingham (Kawaihapai) airfield. Can we please have this on the agenda for next meeting. This would be appreciated

Mahalo John T. Blalock

Acting Airport Mgr.
Kalaeloa (JRF) Airport
Dillingham (HDH) Airfield
Phone -808-425-4385
Cell- 808-271-0513

EXHIBIT 45

-----Original Message-----

From: Perry, Nickie A CIV (US) <Nickie.A.Perry@usace.army.mil>

Sent: Friday, March 29, 2019 7:13 AM

To: Arne, Ryan D CIV USARMY USAG (USA) <ryan.d.arne.civ@mail.mil>; Blalock, John T <john.t.blalock@hawaii.gov>; Purifoy, Horace CIV USARMY IMCOM PACIFIC (USA) <horace.purifoy.civ@mail.mil>; Kam, Gary YT <gary.yt.kam@hawaii.gov>; Crowley, David M (Dave) CIV USARMY IMCOM PACIFIC (USA) <david.m.crowley22.civ@mail.mil>; Fuchigami, Ford N <Ford.N.Fuchigami@hawaii.gov>; Dye, Gary R CIV USARMY CEPOH (USA) <Gary.R.Dye@usace.army.mil>; Proctor, Steven J CIV USARMY CEPOH (USA) <Steven.J.Proctor@usace.army.mil>

Cc: Shiroma, Wesley R <wesley.r.shiroma@hawaii.gov>; Sakata, Roy <roy.sakata@hawaii.gov>; dan collins <collinsk011@hotmail.com>; Puahala, Barbara C CIV USARMY IMCOM PACIFIC (USA) <barbara.c.puahala4.civ@mail.mil>; Auerbach, Mike <mike.auerbach@hawaii.gov>; Lareau, Lillian A <lillian.a.lareau@hawaii.gov>; Oshiro, Daniel K <daniel.k.oshiro@hawaii.gov>; Lawton, Marc R CIV USARMY IMCOM PACIFIC (USA) <marc.r.lawton.civ@mail.mil>; Mitsunaga, Mark M CIV USARMY IMCOM PACIFIC (USA) <mark.m.mitsunaga.civ@mail.mil>

Subject: RE: [Non-DoD Source] RE: HDH meeting on Long-term lease

Mike Auerbach: Attached is the Supplemental Agreement No. 4 for additional 5 years. Please replace the one I just mailed to you for State's signature with this current one (as the one I mailed had a typo in it). Thanks!

ALL: This SA No. 4 will allow for the time needed for the DPW's prep of the new longer term ROA/DOA approval package through their chain. Once we receive the approved DOA/ROA and funding, the Corps will prepare the new lease package for the Department of the Assistant Secretary of the Army (Installation, Logistics and Environmental) or DASA (IL&E) approval & execution since even the Army Corps of Engineers HQ does not have delegated authority for longer than 5 years. The justification for the number of years it is made available will need to be included in the ROA/DOA.

My last day in the office will be April 24th. Please include Gary R. Dye on all future correspondence/emails as he will replace me. He has had experience with long term airfield joint use outgrants and will attend next Wednesday's meeting with me and our attorney, Steve Proctor. See you then.

Mrs. Nickie A. Perry
RA Realty Specialist
US Army Corps of Engineers, Honolulu
Otake Street, Bldg 230, Room 103
Ft Shafter, HI 96858-5440
808-835-4052

EXHIBIT 46

From: Auerbach, Mike <mike.auerbach@hawaii.gov>
Sent: Friday, July 5, 2019 10:43 AM
To: Fuchigami, Ford <ford.fuchigami@hawaii.gov>
Cc: Marushige, Lynette H <lynette.h.marushige@hawaii.gov>; Smith, Ross <ross.smith@hawaii.gov>; Brown, Elaine <elaine.brown@hawaii.gov>
Subject: RE: Kawaihāpai Airfield (Formerly Dillingham Airfield)

Additional note regarding the Ceded Land conveyance:

The Army and DLNR have been working on drafting the documents for the ceded land conveyance. This has been ongoing for years due to staff turnover at both the Army and DLNR and resolving surveying, mapping and ownership issues. Simultaneously with the ceded land conveyance, this would also require that the Army and the State enter into some type of lease arrangement to allow the Army to continue to use the ceded land for their military training. My estimate is that this will take a while to complete, at least as long as the current Supplemental Agreement No. 4 is in place until July 2024.

Thank you,
Mike Auerbach, Land Agent
State of Hawai'i
Department of Transportation-Airports Division
400 Rodgers Blvd., Suite 700
Honolulu, Hawai'i 96819-1880
Ph. 808.838.8684

From: Auerbach, Mike
Sent: Friday, July 05, 2019 8:50 AM
To: Fuchigami, Ford <ford.fuchigami@hawaii.gov>
Cc: Marushige, Lynette H <lynette.h.marushige@hawaii.gov>; Smith, Ross <ross.smith@hawaii.gov>; Brown, Elaine <elaine.brown@hawaii.gov>
Subject: Kawaihāpai Airfield (Formerly Dillingham Airfield)

Ford,

For reference see attached electronic copy of the Process-Checklist that the Army had provided in connection with our request to enter into a 50-Year lease for Dillingham Military Reservation. Also attached is an Airfield Development Plan (October 2007) which includes a good history of Kawaihāpai Airfield shown in the Background and Situation sections of the Development Plan.

According to information in the Development Plan:

As early as 1962 the State had leased Kawaihāpai Airfield on a short-term basis from the Air Force.

In 1974, the Air Force transferred Dillingham Military Reservation (name used by the military) to the Army and the State entered into a lease with the Army for the use of the airfield.

In May 1983, the State and Army entered into a 25-Year lease, expiring in 2008.

In July 2009, the State and Army entered into a 25-Year Lease, to expire in 2034.

In 2012, the Army determined that they did not receive authority to issue the 25-Year lease and issued a Supplemental Agreement which corrected the term of the 2009 lease to 5-Years, July 2009 to July 2014.

Subsequently, the Army and State entered into various Supplemental Agreements to extend the lease term, with the last one, Supplemental Agreement No. 4, extending the term to July 2019 to July 2024. The intent of the Supplemental Agreements was to allow time for the State and Army to negotiate a longer term lease.

It should also be noted that under the National Defense Authorization Act for Fiscal Year 1991, Public Law 101-510 Section 2831 (104 Stat. 1795), there is a portion of Kawaihāpai Airfield that is ceded land to be conveyed to the State. See attached Ceded Land Public Law 101-510. Also attached is a Ceded Land Map showing the approximate 87 acres of Ceded Land.

Let me know if you need more information.

Thank you,
Mike Auerbach, Land Agent
State of Hawai'i
Department of Transportation-Airports Division
400 Rodgers Blvd., Suite 700
Honolulu, Hawai'i 96819-1880
Ph. 808.838.8684

PROCESS/CHECKLIST FOR JOINT CIVILIAN/MILITARY (JOINT-USE) AIRFIELDS

Question: Why is this Requirement required now after the Dillingham Airfield has been leased from the Army to DOT for over 30 years. SA No. 4 extended the current Lease No. DACA84-1-09-135 to July 5, 2024.

Answer: Army Regulation AR 95-2 *Air Traffic Control, Airfield/Heliport and Airspace Operations* (published 31 March 2016). This regulation was published after the original lease agreement was established. This regulation states in ¶9-9 that: "Prior use agreements or leases relating to joint use of Airfields effective before publication of this regulation (AR 95-2) will remain in force until they expire or are cancelled. New agreements, extensions, or renewals will be processed in accordance with this regulation."

Formal Proposal/Request from DOT

The process must be initiated by the local airport sponsor (DOT) in a formal proposal to the Garrison Commander at Schofield Barracks. Include all the information needed to assess the impact of the civilian use/operation on the military mission to include:

- (a) A brief concept plan of intended use, and proposed Lease term.
- (b) The (name/address/P.O.C.) at DOT requesting approval of the basic concept plan to negotiate for civil/military joint use of Dillingham Airfield.
- (c) Type of operation will be located on the Airfield (whether use is for general aviation, commercial aviation, both or other).
- (d) The type and number of aircraft to be located or used at the Airfield.
- (e) Other facilities required (list facilities needed such as parking, hangars, land, etc).
- (f) Services that will be needed from the Army (list the services the fixed-base operator requests of the Army, such as fuel storage, pipeline use, maintenance, and Air Traffic Control).
- (g) List responsibilities for operations, security, fire protection/prevention, maintenance, repair and replacement of facilities, include hours of operations.
- (h) The development plan for conceived operations. Provide an estimate of the civil aviation activities at the beginning of joint use under new lease, and an estimate of potential activity growth for the requested lease period.
- (i) Identify annual M&R costs and improvements provided under current Lease (with projections for new lease period).
- (j) Provide estimated costs of in-kind services provided as a benefit to the Government.
- (k) List all subleases and services provided (Copies of all agreements and subleases should be provided to the DPW & USACE)
- (l) Proposed Site plan & Legal Description (Survey) identifying the leased boundaries (and facilities) requested.
- (m) Coordinate with the DPW for completion of an Environmental Assessment or Environmental Impact Statement, based on the leasing & development plan
- (n) Requirement and justification for a long term lease (longer than 5 years)
- (o) Capital Improvements needed (and plans) to meet State and Army Regulations and FAA requirements for proposed Airfield Operations and Use.
- (p) Include application or plans for grants as part of the FAA, AIP

The Joint Use Agreement (JUA) Coordination & Preparation between: DOT/DPW/USACE

The JUA is a contract or agreement between the DA and DOT (as sponsor) for the Airport. This is a separate agreement signed by the Garrison Commander and DOT and will be an attachment to the Lease Agreement. This JUA will identify responsibilities as follows:

- (a) Operation, Maintenance & Repair of Joint-Use & Exclusive Use areas
- (b) Military Installation support services required.
- (c) Utilities services provided (along with Points of Demarcation)
- (d) Responsibility for maintenance & repair, metering & payment
- (e) State/DOT services and facilities provided to the Installation and public

- (f) Security Plan & requirements for security/access control
- (g) Communication available for aircraft and operators
- (h) Insurance and liability Insurance requirements
- (i) Environmental Assessment or Environmental Impact Statement;
- (j) Spill prevention plan and identification of storage of any hazardous material
- (k) Fire and Rescue Operations/Support

NOTE: The JUA must also be compatible with FAA grant and deed assurances. The civilian portion of a JUA is eligible for FAA funding for construction & airport improvements. This includes construction projects Airport Feasibility Studies; Airport Master Plans; Airport Layout Plans; Planning/Development studies and Environmental studies

Prepare ROA/DOA package for new Long Term Leasing:

The Directorate of Public Works will need to prepare the Report of Availability (ROA) and Determination of Approval (DOA) and staff through Command channels through IMCOM, ACSIM and DASA for approval. The request must provide:

- (a) Environmental Assessment or Environmental Impact Statement,
- (b) Site development plan (which shows need for long term lease).
- (c) Justification for waiver of consideration or value of in-kind services to the Military in lieu of cash consideration.
- (d) Justification for waiver of competition or why open competition was not pursued (even though this is basically a Lease renewal).
- (e) Documentation of Military Use of the Airfield & Training Area
- (f) Copy of JUA-signed by both parties
- (g) Copy of draft Lease and acceptance of Lease terms and conditions by DOT.
- (h) Determine if Title 10 USC 2692, which pertains to issue of storage of non-DoD toxic/hazardous materials on DoD property, applies or if waiver is required.

Site Plan & Legal Description: DPW prepares and identifies property available for leasing. Identify leased boundaries and specify boundaries of Exclusive & Joint-Use along with points of demarcation.

Coordination: The Army will consider joint use when it does not compromise military response, security, readiness, or safety.

- (a) Garrison Commander: The Commander will make the initial determination to determine whether civilian operations are compatible with the military mission. The Commander will provide any Installation special requirements and assign to DPW for preparation and coordination of approval package.
- (b) DPW Coordination Includes the Garrison Commander & Staff, Airfield Commander & Department of the Army Regional Representative for the FAA (DAR). The Environmental Branch will need to review and approve the environmental assessment or environmental impact statement according to AR 200-1, and determine if Title 10 USC 2692 applies on issue of storage of non-DoD toxic/hazardous materials on DoD property.
- (c) USACE POH: Coordination with HQ USACE seeking delegation & approval authority for executing the documents for the long term Lease. This Lease will likely require the approval of the Realty Governance Board (RGB) which will provide advice to the Deputy Assistant Secretary of the Army (IH&P) on major Army real property transactions. Additional information may have to be provided.
- (d) The ASA (IE&E) will be the final authority over an installation's concept plan request for formal joint use of an installation's airfield

Preparation of the Draft & Final Lease: The USACE POH will be responsible for preparing the draft Lease and for obtaining DASA approval to Lease. The Lease will be granted under 10 USC 2667 IAW AR 405-80 and contain the standard approved Lease template and include any special site conditions and requirements, along with approved site plan, environmental assessment and signed JUA. The AR

recommends only a period not to exceed 25 years, with renewable clauses every 5 years; so additional justification will be required for a longer term.

This Lease will include standard Lease conditions for E.O.s mandating compliance with federal minimum wage and sick leave requirements in context of leasing or other outgrant of military property and also include lessee indemnity provisions, which may create an issue under Hawaii Revised Statute 29-15.5, which seeks to limit the circumstances under which the State will indemnify the federal government.

Regulation/References:

FAA Airport Improvement Program: <https://www.faa.gov/airports/aip/>
Army Regulations (AR) for Airfields: AR 95-1; 95-2; 95-10; 95-11; 95-20; 95-27; 95-30
<https://armypubs.army.mil/ProductMaps/PubForm/AR.aspx>

P.O.C.:

State of Hawaii, Department of Transportation (DOT)

Airports Division Office
400 Rodgers Boulevard, 7th Floor
Honolulu, HI 96819-1880

Phone: (808) 836-6413; dot.air.vip@hawaii.gov
John Blalock, 808-271-0513; john.t.blalock@hawaii.gov
Roy Sakata, 808-836-6533; roy.sakata@hawaii.gov
Daniel Oshiro, 808-838-8609; daniel.k.oshiro@hawaii.gov
Mike Auerbach, Land Agent, 808.838.8684; mike.auerbach@hawaii.gov

US Army Garrison-Hawaii

COL Thomas Barrett, Garrison Commander
ATT: IMHW-ZA, Bldg. 107, 745 Wright Ave.
Wahiawa, HI 96786
Office: (808) 449-7110, thomas.j.barrett32.mil@mail.mil

US Army Garrison - Hawaii

Directorate of Public Works (DPW):

ATTN: IMHW-PWM, Bldg. 105
Wheeler Army Airfield,
Schofield Barracks, Hawaii 96857-5013
Ryan Arne, Chief, DPW Planning Division, Office: 808-656-1373; ryan.d.arne.civ@mail.mil
Horace Purifoy, DPW Realty Officer, Office 808 656-8300, horace.purifoy.civ@mail.mil

US Army Corps of Engineers (USACE)

Pacific Ocean District-Hawaii (POH),

Fort Shafter; HI 96858-5440

Real Estate Branch, Building 230
James Nelson, Chief POH Real Estate Branch
Office: 808-835-4055; james.m.nelson@usace.army.mil
Glenn Leonard, Lead Realty Specialist, POH Real Estate Branch
Office: 808-835-4053; glenn.m.Leonard@usace.army.mil
Gary Dye, RAO Realty Specialist, POH Real Estate Branch,
Office: 808-835-4052, gary.r.dye@usace.army.mil
Office of Counsel, Building 230
Steven Proctor, Assistant District Counsel
Office: (808) 835-4431; Steven.J.Proctor@usace.army.mil

EXHIBIT 47

-----Original Message-----

From: Auerbach, Mike [mailto:mike.auerbach@hawaii.gov]

Sent: Wednesday, October 30, 2019 8:11 AM

To: Arne, Ryan D CIV USARMY USAG (USA) <ryan.d.arne.civ@mail.mil>

Cc: Sakata, Roy <roy.sakata@hawaii.gov>; Sawyer, Jeffrey D <jeffrey.d.sawyer@hawaii.gov>; Smith, Ross <ross.smith@hawaii.gov>; Purifoy, Horace CIV USARMY IMCOM PACIFIC (USA) <horace.purifoy.civ@mail.mil>; Mitsunaga, Mark M CIV USARMY IMCOM PACIFIC (USA) <mark.m.mitsunaga.civ@mail.mil>; Lareau, Lillian A <lillian.a.lareau@hawaii.gov>

Subject: RE: [Non-DoD Source] FW: Dillingham Airfield - HDH meeting on Long-term lease for the State of Hawaii DOT (UNCLASSIFIED)

Good morning Ryan,

I apologize for not responding sooner, have been in interviews for the last couple of days. Yep, unfortunately John found someone else to hang out with.

Since our last meeting in May, we have had internal discussions regarding the State DOT's lease at Dillingham Military Reservation.

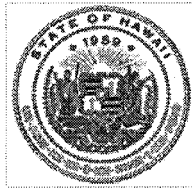
Based on these discussions we will be preparing a formal letter to your office requesting termination of the lease.

Call or email me if you have questions.

Thanks,
Mike Auerbach, Land Agent
State of Hawai'i
Department of Transportation-Airports Division
400 Rodgers Blvd., Suite 700
Honolulu, Hawai'i 96819-1880
Ph. 808.838.8684

EXHIBIT 48

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1830

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-O
19.0158

December 5, 2019

Mr. Gordon Wong
Airport District Manager
Federal Aviation Administration
Western Pacific Region
300 Ala Moana Boulevard, #7128
Honolulu, Hawaii 96850

Dear Mr. Wong:

The State of Hawaii, Department of Transportation Airports Division (DOTA), has reviewed its position with reference to the continued operation of the Kawaihapai Airfield (FKA) under a lease from the U.S. Army.

This airfield located on the north shore of the island of Oahu has been one of the State's fifteen (15) airports operated by the DOTA. The DOTA operates fourteen (14) of these airports on State-owned lands. The DOTA operates the HDH as the fifteenth (15th) State airport on land owned by the U.S. Army and leased to the DOTA on terms set forth in Lease No. DACA84-1-09-135 between the U.S. Army and the DOTA, as amended (Lease). The DOTA leases its airfield, runway, taxiways, parking areas and various building and improvements from the U.S. Army for aviation purposes. The airfield has served as a training and recreational airfield for Oahu's general aviation community and serves as a night training field for the U.S. Army's military operations. The HDH is a joint-use airport.

After careful review, the DOTA has decided to cease its operation at the HDH and to proceed with exercising its right under the Lease to terminate the Lease. The Lease by its own terms specifically allows for termination by the lessee at any time with at least thirty (30) days' prior written notice. The DOTA would like to proceed with the termination and transition in coordination and cooperation with not only the lessor U.S. Army, but also with the U.S. Federal Aviation Administration (FAA) as appropriate.

While, as noted above, the Lease allows for unilateral termination by the lessee, the DOTA would like to provide the following factors contributing to its decision to terminate the Lease.

1. **Current Term of the Lease (5 years)** - Back in 1961, the U.S. Army had offered the State the use of the HDH for 20 years. Next in 1983, the U.S. Army negotiated a 25-year lease which ended in 2008. In 2009, the Lease was negotiated for a lease term of 25-years until 2034; however, that Lease term was later amended by the parties to a Five-year term ending in 2014. The Lease term was then extended until 2019. The current lease term is set to expire in 2024. The DOTA has been unsuccessful in establishing a longer term lease with the U.S. Army. For the DOTA permittees, permit terms of five (5)-years cannot qualify them for significant loans (financing) for major airport development such as hangars, business buildings/offices, or other airport infrastructure improvements. For the DOTA itself, this inability to establish long-term leases (leases longer than (20)-years) directly affects the DOTA's eligibility as an airport sponsor, to apply/receive any Airport Improvement Program (AIP) grants. In any event, at this point, the DOTA is no longer seeking a long-term lease for the HDH.

The DOTA notes that it was awarded three AIP grants totaling approximately \$1,300,000 in 1988, 2003 and 2005. Should there be any payback required under such grant(s), the DOTA is prepared to discuss this issue with the FAA.

2. **Grant Assurance 5, Preserving Rights and Powers (an Airport Sponsor must preserve its rights and powers to control and operate the airport).** Under the terms and conditions of the Lease, the DOTA may lack the ability to fully exercise its rights and powers. Under the Lease, all military flight operations and ground maneuvers will take precedence over civilian aircraft operations. Under the Lease, all airport improvements (by the airport sponsor and/or by the permittees), along with all land/parcel sublet documents (e.g. leases, revocable permits) must be submitted for review and approval by the U.S. Army.
3. **Water System Responsibility; Possible Revenue Diversion.** As specifically stated in the opening paragraph of the Lease document ("TOGETHER WITH other pertinent aviation facilities located thereon, including the entire water system as shown in red on Exhibit C"), the water system at HDH along with the wells and their permitted pump allocation is leased to the DOTA. The DOTA must maintain the buildings and its contents (Water pump; Water Supply Treatment/Chlorinator facility). This utility system provides the sole water supply to the HDH and the surrounding civilian/public community of about a dozen residents; one commercial bed and breakfast operator; a City and County of Honolulu beach park; a U.S. Army beach parcel; a U.S. Air Force radar installation; and a YMCA Camp (capable of supporting groups of up to 300 persons). The DOTA is not in the business of being a water system operator or purveyor and, among other issues, no fees are collected. At the very least, this is not a desirable role for the DOTA.

Mr. Gordon Wong
December 5, 2019
Page 3

AIR-O
19.0158

It was after further review and study of these, as well as other, issues that the DOTA concluded that it should terminate the Lease as allowed by its terms. Overall, this decision is being made in the best interest of the State of Hawaii.

If you have any further questions, please contact Mr. Roy K. Sakata, Oahu Airports District Manager at (808) 836-6533. Copies of the current Lease (including all amendments) are available upon request. At the current time, it is unknown to the DOTA how the U.S. Army will proceed with this airfield upon the Lease termination. Please note that the DOTA has not yet given formal notice of termination to the U.S. Army.

Sincerely,



ROSS M. HIGASHI
Deputy Director-Airports

c: Marjorie Lau, Department of the Attorney General
Michael Q. Y. Lau, Department of the Attorney General

bc: DEP-A, AIR-A, AIR-L, AIR-PM

EXHIBIT 49

DAVID Y. IGE
GOVERNOR



7/15/20 LG
JADE T. BUTAY
DIRECTOR - E

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

IN REPLY REFER TO:
AIR-PM
20.0002

January 6, 2020

Colonel Thomas J. Barrett
Commander, US Army Garrison - Hawaii
Department of the Army
U.S. Army Installation Management Command-Pacific
Headquarters, United States Army Garrison, Hawaii
745 Wright Avenue, Building 107, Wheeler Army Airfield
Schofield Barracks, Hawaii 96857-5000

Dear Colonel Barrett:

On July 6, 2009, the State of Hawaii, Department of Transportation, Airports Division (DOTA) and the Secretary of the Army entered into Department of the Army Lease DACA84-1-09-135 (Army Lease) for a term of twenty-five (25) years for a joint Department of Defense/Civil Airport located at Dillingham Military Reservation, further identified as Dillingham Airfield, situated at Mokuleia, Oahu, Hawaii.

Through Supplemental Agreement No. 1, dated November 28, 2012; Supplemental Agreement No. 2, dated August 15, 2014; Supplemental Agreement No. 3, dated August 23, 2017; and Supplemental Agreement No. 4, dated April 23, 2019, the term of the Army Lease was amended to five-year increments, with Supplemental Agreement No. 4 providing for the term to end on July 5, 2024.

In accordance with Paragraph 18. Termination of the Army Lease, DOTA is exercising its right to terminate the Army Lease. The effective date of termination shall be June 30, 2020, subject to DOTA's extension of such date upon written notice to the above addressees (or their replacement or designee) given thirty (30) days prior to such date.

Should you have any questions, please contact Mr. Mike Auerbach of our Airports Division, Property and Business Development Staff at 838-8684 or mike.auerbach@hawaii.gov.

Sincerely,

JADE T. BUTAY
Director of Transportation

c: Mr. James M. Nelson, U.S. Army Corps of Engineers, Honolulu
bc: AIR-L, AIR-O, AIR-PM (A. Lareau)

CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2110 5955 94

EXHIBIT 50



U.S Department
of Transportation

**Federal Aviation
Administration**

Western-Pacific Region
Airports District Office

300 Ala Moana Blvd., Rm. 7-128
Honolulu, HI 96850
Mail: 50244
Honolulu, HI Box 96850-0001
Telephone: (808) 312-6028
Facsimile: (808) 312-6048

January 24, 2020

Mr. Ross M. Higashi
Deputy Director-Airports
State of Hawaii, Airports Division
400 Rodgers Blvd., Suite 700
Honolulu, Hawaii 96819-1880

Dear Mr. Higashi:

This letter is a follow-up to our recent conversations about the Dillingham Airfield (HDH) located in Mokuleia, Hawaii. The State of Hawaii Department of Transportation (HDOT) currently operates HDH pursuant to a lease agreement with the United States Army (Army) dated September 16, 2008. The initial term of the lease was 25 years, ending in September, 2033, however, the term of the lease was later changed to 5 year increments through a series of Supplemental Agreements. The term of Supplemental Agreement No. 4, dated April 23, 2019, ends on July 5, 2024. However, the lease provides that HDOT, as Lessee, may terminate the lease at any time with a 30-day notice. It is our understanding that HDOT is considering whether to exercise its option to terminate the lease prior to 2024.

The Federal Aviation Administration (FAA) provided Airport Improvement Program (AIP) funding in 2003 and 2005 to extend the taxiway at HDH. We made that investment expecting a minimum useful life of 20 years under the initial lease agreement that was set to expire in 2033. Therefore, the HDOT is obligated to ensure that those improvements and the airport is available for civilian use at least through 2025 in order to comply with its federal obligations. We strongly encourage HDOT and the Army to reach an agreement for the continued operation and civilian use of HDH.

HDH is an important asset to the National Airspace System. It serves General Aviation aeronautical activities including glider and ultralight aircraft operations as well as parachute jumping. These aeronautical activities are not currently conducted at any other airports on the Island of O'ahu. There are 47 civilian based aircraft and over 36,000 civilian aircraft operations annually at HDH. It is unclear at this time, if the Army would continue to allow civilian aeronautical activities at HDH if HDOT terminates its lease. If HDH does not remain open for these activities, HDOT must consider how these aeronautical activities will be accommodated within its airport system, consistent with its federal obligations. Grant Assurance 22, *Economic Nondiscrimination*, requires HDOT to "make the airport [or in this case its airport system] available...for public use...without unjust discrimination to all types, kinds, and classes of aeronautical activity..."

The current lease agreement provides for the “joint-use” of HDH and the airport is listed as a joint-use facility in FAA records. We understand that the Army currently owns the airport and uses HDH for training purposes. HDOT leases, maintains, and operates the entire airfield, including the runway and taxiway system. This is different from a typical joint-use operation. Normally, a joint-use airport is one at which an airport’s runway and taxiway system are owned, maintained and operated by the federal government and there is an agreement for the civilian use of certain airport facilities, including runway and taxiway systems. HDOT and the Army should consider a more traditional “joint-use” agreement wherein the Army is responsible for the maintenance and operation of the airfield and HDOT and its civilian sublessees operate the civilian facilities and have access and use of the federally owned and operated runway and taxiway system.

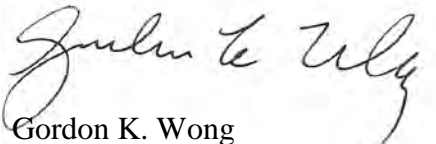
As an alternative, HDOT and the Army could consider the transfer of real property interest in HDH from the Federal government to HDOT for airport purposes. If real property interest was deeded to HDOT, the Army could reserve the right to use the airport for training and to reclaim the airport for National Emergency Use.

Any discussions between HDOT and the Army regarding the lease and operation of HDH should also address the maintenance and operation of the water well and associated water distribution system.

The FAA has two primary concerns about the water well and the associated water distribution system. First, the maintenance and operation of a water well and associated distribution system for off-airport users is not an appropriate use of airport revenue. This includes the use of airport revenue funded staffing and other resources. The water well is not directly and substantially related to air transportation and it does not meet the community use criteria set forth in the FAA’s *Policy and Procedures Concerning the Use of Airport Revenue*, (64 FR 7696, February 16, 1999). Any costs and liabilities associated with a water well and distribution system serving off airport customers must not be borne by airport users.

Second, any agreement between the Army and HDOT for the maintenance and operation of the water well and associated distribution system should be contained in a separate agreement from the overall airport maintenance and operation. Consideration should be given to engage the State Board of Water Supply or other similar entity to operate the well and distribution system. If the Army retains ownership of HDH, then the Army should contract directly with the Board of Water Supply. Similarly, if ownership of HDH is transferred to HDOT for airport purposes, then HDOT should also engage the State Board of Water Supply to operate and maintain the well and distribution system along with associated easements.

If you have any questions concerning this matter, please contact me at 808-312-6027.



Gordon K. Wong
Airports District Office Manager

EXHIBIT 51



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1880

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-A
20.0007

February 7, 2020

Mr. Gordon K. Wong
Airports District Office Manager
Federal Aviation Administration
Western Pacific Region
300 Ala Moana Boulevard, Rm. 7-128
Honolulu, Hawaii 96850

Dear Mr. Wong:

This letter is a follow up and response to your letter dated January 24, 2020, about Dillingham Airfield (HDH). The State Department of Transportation (HDOT) would like to offer the following comments.

The Federal Aviation Administration (FAA) provided Airport Improvement Program (AIP) funding in 2003 and 2005 in the amounts of \$299,275.00 and \$714,387.00, to extend the taxiway at HDH. At the time of the issuance and acceptance of the grants, the HDOT had an agreement with the Department of the Army (Army) for a 25-year lease. In July of 2009 the Army issued a new lease with a 25-year term ending July 2034.

A 25-year term lease would have met FAA's expectation for those grants, but in 2012 the Army reduced the lease term to a term of five-years ending in July 2014. In 2014, the lease term was extended for only one-year. In 2017, the lease term was extended retroactively for four-years from July 2015 until July 2019, with a stated intent to enter into a new 50-year lease. A long-term lease did not come to fruition. The lease has been further extended from July 2019 until July 2024.

Regarding the 2003 and 2005 grants, HDOT would like to propose that it repay the outstanding amount of the grants based on a 20-year amortized lifecycle by reinvesting that amount in another General Aviation Airport. Please see the attached spreadsheet.

As an additional consideration regarding the lease with the Army, under Grant Assurance No. 5, Preserving Rights and Powers, HDOT should have the ability to fully exercise its rights and powers under its lease with the Army. However, under the terms of the lease, HDOT does not have this ability at HDH. Further, HDOT does not believe that a more traditional "joint-use" agreement would resolve this issue.

Mr. Gordon Wong
February 7, 2020
Page 2

AIR-A
20.0007

HDOT cannot speak on behalf of the Army as to its intentions for the HDH after HDOT's departure. However, HDOT will make every reasonable effort with the current tenants at HDH to accommodate them within HDOT's airport system which includes the other 14 airports.

The water well and the associated water distribution system is clearly a diversion of funds. HDOT would not have any interest in doing two separate agreements as it still would not resolve the diversion of fund issue. Under FAA Airport Compliance Manual, Order 5190.6B, the following could be sanctioned against HDOTA Airport System. (1) Withholding of Airport Improvement Program (AIP) grants and approval of applications to impose the use of Passenger Facility Charges (PFCs), and/or (2) Assessing a civil penalty for unlawful revenue diversion of up to \$50,000, and/or (3) Seeking judicial enforcement for violations of any grant assurance, and/or (4) in short, in deciding whether to distribute funds to an airport from the discretionary fund.

Finally, HDOT is concerned about jeopardizing any future grants for the entire Airport System should HDOT continue its lease with the Army.

For the foregoing reasons and concerns, we have decided to terminate the agreement with the Army.

If you have any questions, please contact me at 838-8602.

Sincerely,



ROSS M. HIGASHI
Deputy Director – Airports

Attachment

Grant No. 3-15-0018-002-2003 Extend Taxiway "A" State Project No. CO2501-63
 Grant No. 3-15-0018-003-2005 Extend Taxiway "A" - Phase II State Project No. CO2501-63

Date of Grant: 8/26/2003

Date of Grant: 8/29/2005

Grant expiration: 2023

Grant expiration: 2025

Final Grant Amount: 299,275.00

Final Grant Amount: 714,387.00

Annual Depreciation: 14,963.75

Annual Depreciation: 35,719.35

2003	299,275.00
2004	284,311.25
2005	269,347.50
2006	254,383.75
2007	239,420.00
2008	224,456.25
2009	209,492.50
2010	194,528.75
2011	179,565.00
2012	164,601.25
2013	149,637.50
2014	134,673.75
2015	119,710.00
2016	104,746.25
2017	89,782.50
2018	74,818.75
2019	59,855.00
2020	44,891.25
2021	29,927.50
2022	14,963.75
2023	-

2005	714,387.00
2006	678,667.65
2007	642,948.30
2008	607,228.95
2009	571,509.60
2010	535,790.25
2011	500,070.90
2012	464,351.55
2013	428,632.20
2014	392,912.85
2015	357,193.50
2016	321,474.15
2017	285,754.80
2018	250,035.45
2019	214,316.10
2020	178,596.75
2021	142,877.40
2022	107,158.05
2023	71,438.70
2024	35,719.35
2025	0.00

EXHIBIT 52

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:

AIR-PM
20.0089

February 10, 2020

Mr. Juan E. Ariza IV
91-1787 Waiaama Street
Ewa Beach, Hawaii 96706-6466

Dear Mr. Ariza:

LETTER OF TERMINATION AND NOTICE TO VACATE

The U.S. Army owns the land upon which the Kawaihapai Airfield, fka Dillingham Airfield, ("HDH") is located. Since 1983, the State of Hawaii, Department of Transportation, Airports Division (DOTA) has leased the land from the U.S. Army for operation of HDH. DOTA has rented out space at HDH to permittees under Revocable and Parking Permits.

After careful review and consideration, the DOTA has decided to terminate its lease with the U.S. Army.

Because DOTA will no longer be under lease at HDH, DOTA is terminating Revocable Permit No. 8846 (RP-8846) demised to JUAN E. ARIZA IV, at HDH pursuant to Terms and Condition No. 2 (**Termination**), which state, "This Permit may be terminated by either party without cause upon (30) days' advance written notice."

This letter serves as official notification that RP-8846 will be terminated, effective June 30, 2020. In accordance with the terms of RP-8846, including Paragraphs 18 (Surrender and Restoration), 21 (Removal of Fixtures and Equipment), and 22 (Option to Require Removal of Improvements, Additions, Alterations, Fixtures and Equipment), please restore the premises to a condition similar to that which existed prior to the effective date of RP-8846. Without limiting any provisions of the Revocable Permit, by the effective termination date, please remove from the Premises covered by RP-8846 all trade fixtures, equipment, and/or personal property. Any trade fixtures, equipment and/or personal property remaining shall be considered abandoned property and may be sold or disposed of by DOTA, pursuant to State of Hawaii laws.

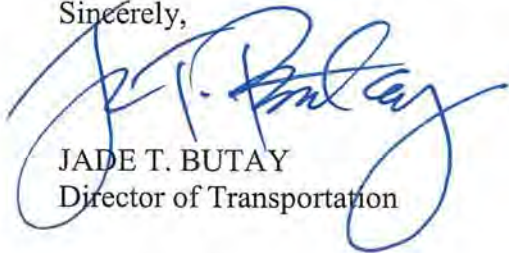
Please contact Ms. Amy Fujioka at 838-8683 to schedule an appointment for your final inspection.

Mr. Juan E. Ariza IV
February 10, 2020
Page 2

AIR-PM
20.0089

If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674.

Sincerely,



JADE T. BUTAY
Director of Transportation

REGULAR MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2110 5949 62

EXHIBIT 53

Auerbach, Mike

From: Leonard, Glenn M CIV USARMY CEPOH (USA) <Glenn.M.Leonard@usace.army.mil>
Sent: Thursday, March 19, 2020 9:06 AM
To: Auerbach, Mike
Subject: [EXTERNAL] RE: Letter from USAG-Hawaii Commander to Mr. Butay
Attachments: DD Fm 1354 Transfer - Air Force to Army.pdf

Mike,

The entire 664 acre Dillingham Military Reservation was transferred from the Air Force to the Army on December 5, 1974, the first Army lease for a portion of the Dillingham Military Reservation was DACA84-1-76-153, for Dillingham Airfield. Lease DA-94-612-ENG-272 and Supplemental Agreements Nos. 1 through 9, are most likely Air Force leases executed by the U.S. Army Corps of Engineers (USACE) at Air Force direction, which would have remained valid until its expiration or a superseding Army lease was issued. Until about the year 2000 the USACE had the authority to sign Air Force leases, which would explain the USACE instrument number. Army Regulations provide that expired leases are to be destroyed 6 years after final action. As the Air Force transferred the property to the Army, the Air Force lease action would be terminated when replaced by the Army lease. The 6 year Army file retention window was exceeded on or about the year 1982.

Thanks,

Glenn Leonard,
Lead Realty Specialist

U.S. Army Corps of Engineers, Honolulu District Building 230, RM 103 | Fort Shafter, Hawaii 96858-5440
Tel: 808-835-4053 | Cell: 808-200-6489 | glenn.m.leonard@usace.army.mil

EXHIBIT 54



U.S. Department
of Transportation

**Federal Aviation
Administration**

Western-Pacific Region
Airports District Office

300 Ala Moana Blvd., Rm. 7-128
Honolulu, HI 96850
Mail: 50244
Honolulu, HI Box 96850-0001
Telephone: (808) 312-6028
Facsimile: (808) 312-6048

March 31, 2020

Mr. Ross M. Higashi
Deputy Director-Airports
State of Hawaii, Airports Division
400 Rodgers Blvd., Suite 700
Honolulu, Hawaii 96819-1880

Dear Mr. Higashi:

The Federal Aviation Administration (FAA) received your letter, dated February 7, 2020 (Letter) regarding the State of Hawaii Department of Transportation's (HDOT) desire to terminate its lease with the United States Army (Army) at Dillingham Airfield (HDH).

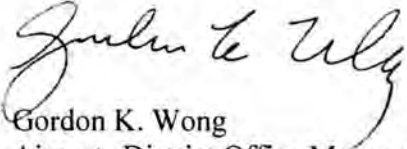
We agree with HDOT's concerns expressed in your Letter regarding the water well/water distribution system being an improper use of airport revenue, possibly placing HDOT in noncompliance with Federal grant assurances. We also agree that restrictions imposed by the lease; including the reduction in the term of the lease from 25 years, to five years; and the requirement for Army oversight and approval of airport improvements, construction of structures and airfield perimeter fencing may deprive HDOT of sufficient rights and powers needed for compliance with Federal grant assurances. For these reasons, we understand HDOT's concern that the existing, unconventional joint-use agreement may not be sufficient for HDOT to continue operating HDH. We also understand the Army is not interested in releasing/transferring HDH to HDOT as it would not be compatible with the Army's mission-related requirements.

However, in our letter dated January 24, 2020, the FAA reminded HDOT that Federal investment in HDH obligated HDOT to ensure that the airport was available for use by the civil aeronautical users through 2025, in order to comply with Federal obligations, including Grant Assurance 5, *Preserving Rights and Powers*, and Grant Assurance 22, *Economic Nondiscrimination*. Before the FAA can make a determination regarding the HDOT's Federal grant assurance obligations for HDH, HDOT must provide the FAA with a Proposal for our consideration that clearly articulates your plan to provide reasonable accommodation for all civil aeronautical users of HDH, within the State's airport system. This Proposal should include the following three items:

1. HDOT's reasoning and justification for requesting FAA to release HDOT from grant obligations, and the resulting net benefit to civil aviation,
2. A Relocation Plan, showing how and where HDOT proposes to accommodate all existing civil aviation tenants and users of HDH, and
3. A timeline for implementation, including communication of the Plan to civil aviation tenants.

We look forward to receiving HDOT's Plan as soon as possible. The FAA cannot release HDOT from its Federal grant assurance obligations at HDH until we have reviewed and approved HDOT's Plan.

Please feel free to contact me at (808) 312-6027, if you have further questions concerning this matter.

A handwritten signature in cursive script, appearing to read "Gordon K. Wong".

Gordon K. Wong
Airports District Office Manager

EXHIBIT 55

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1880

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
DEP-A
20.0007

April 3, 2020

Mr. Gordon K. Wong
Airports District Office Manager
Western-Pacific Region
Federal Aviation Administration
300 Ala Moana Boulevard, Room 7-128
Honolulu, Hawaii 96850

Dear Mr. Wong:

By letter AIR-A 20.0007 dated February 7, 2020, the State of Hawaii, Department of Transportation, Airports Division (DOTA) informed you that DOTA had decided to terminate its lease with the Army (Lease). The Lease allows DOTA to operate Dillingham Airfield.

DOTA previously notified the Army that it would be exercising its right to terminate the Lease as of June 30, 2020. The COVID-19 crisis has put a hold on the DOTA's efforts to cancel the Lease. In addition, we received your letter dated March 31, 2020, requesting that DOTA prepare a proposal for closing the Airfield.

DOTA requires additional time to take the steps necessary to close the Airfield which includes preparing its proposal for the FAA's review. Accordingly, the DOTA will be informing the Army that DOTA is extending the notice of termination and the use of Dillingham Airfield to June 30, 2021.

If you have any questions, please contact me at 838-8602.

Sincerely,

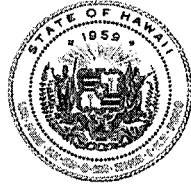
A handwritten signature in blue ink, appearing to read "Ross M. Higashi".

ROSS M. HIGASHI
Deputy Director - Airports

Attachments

EXHIBIT 56

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

AIR-PM
20.0203

April 6, 2020

Mr. James M. Nelson
Chief, Real Estate Division
U.S. Army Corps of Engineers, Honolulu
Otake Street, Building 230
Fort Shafter, Hawaii 96858-5440

Dear Mr. Nelson:

By letter dated January 6, 2020, the State of Hawaii, Department of Transportation, Airports Division (DOTA) notified you that DOTA would be exercising its right to terminate the Army Lease identified as DACA84-1-09-135 (Lease) as of June 30, 2020.

The COVID-19 crisis has put a hold on the DOTA's efforts to terminate the Lease. Accordingly, DOTA is extending the notice to terminate the Lease to June 30, 2021.

Should you have any questions, please contact Mr. Mike Auerbach of our Airports Division, Property and Business Development Staff at 838-8684 or mike.auerbach@hawaii.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

c: Colonel Thomas J. Barrett, Department of the Army

EXHIBIT 57

DAVID Y. IGE
GOVERNOR



JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

AIR-PM
20.0202

April 6, 2020

Colonel Thomas J. Barrett
Commander, US Army Garrison - Hawaii
Department of the Army
U.S. Army Installation Management Command-Pacific
Headquarters, United States Army Garrison, Hawaii
745 Wright Avenue, Building 107, Wheeler Army Airfield
Schofield Barracks, Hawaii 96857-5000

Dear Colonel Barrett:

By letter dated January 6, 2020, the State of Hawaii, Department of Transportation, Airports Division (DOTA) notified you that DOTA would be exercising its right to terminate the Army Lease identified as DACA84-1-09-135 (Lease) as of June 30, 2020.

The COVID-19 crisis has put a hold on the DOTA's efforts to terminate the Lease. Accordingly, DOTA is extending the notice to terminate the Lease to June 30, 2021.

Should you have any questions, please contact Mr. Mike Auerbach of our Airports Division, Property and Business Development Staff at 838-8684 or mike.auerbach@hawaii.gov.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

c: Mr. James M. Nelson, U.S. Army Corps of Engineers, Honolulu

EXHIBIT 58

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Michael Charlston
59-001 Holawa Street, Apartment C
Haleiwa, Hawaii 96712

Dear Mr. Charlston:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-19-0010 (PP-19-0010) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-19-0010 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Colonel Daniel D. Bowen
Civil Air Patrol, Hawaii Wing
419 Lele Street
Honolulu, Hawaii 96819

Dear Colonel Bowen:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-88-0813 (PP-88-0813), and Revocable Permit No. 7083 (RP-7083) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-88-0813 and RP-7083 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Richard B. Deleon
Ms. Tamy D. Deleon
41-932 Laumilo Street
Waimanalo, Hawaii 96795

Dear Mr. and Ms. Deleon:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-10-0008 (PP-10-0008) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-10-0008 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. Scott Blackley
President
Foss Air, Inc.
P.O. Box 1000
Waialua, Hawaii 96791

Dear Mr. Blackley:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 5137 (RP-5137) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-5137 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Ms. Ana Z. Gromacki
Mr. Steven D. Lowry
66-888 Wanini Street
Waialua, Hawaii 96791

Dear Ms. Gromacki and Mr. Lowry:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 6365 (RP-6365) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-6365 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Ms. Jennifer Banasik
Project Manager
Harris Corporation
2235 Monroe Street, 5th Floor
Herndon, Virginia 20171

Dear Ms. Banasik:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 8828 (RP-8828) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-8828 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at (808) 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Frank Hinshaw
President
Hale O'lele Corporation
P.O. Box 75520
Honolulu, Hawaii 96836

Dear Mr. Hinshaw:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-05-0009 (PP-05-0009) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-05-0009 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Ms. Yuko Matsumoto
Mr. Brian Neff
Hawaii Glider and Sailplane Academy, LLC
1264 Mokapu Boulevard
Kailua, Hawaii 96734

Dear Ms. Matsumoto and Mr. Neff:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-18-0003 (PP-18-0003), Parking Permit No. PP-17-0013 (PP-17-0013) and Revocable Permit No. 8656 (RP-8656) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-18-0003, PP-17-0013, and RP-8656 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Steven D. Lowry
President
Hawaiian Historical Aviation Foundation
66-888 Wanini Street
Waialua, Hawaii 96791

Dear Mr. Lowry:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 5468 (RP-5468) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-5468 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. Mark S. Hewitt
P.O. Box 255
Haleiwa, Hawaii 96712

Dear Mr. Hewitt:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 8722 (RP-8722) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-8722 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. William Star
President
Honolulu Soaring Club, Inc.
P.O. Box 626
Waialua, Hawaii 96791-0626

Dear Mr. Star:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that the following parking and revocable permits would be terminated as of June 30, 2020:

Parking Permit No. PP-07-0006	Revocable Permit No. 3815
Parking Permit No. PP-84-O592	Revocable Permit No. 4590
Parking Permit No. PP-86-O730	Revocable Permit No. 4938
Parking Permit No. PP-85-O678	Revocable Permit No. 3987
Parking Permit No. PP-84-O609	Revocable Permit No. 5539
Parking Permit No. PP-92-1035	Revocable Permit No. 4821
	Revocable Permit No. 5651

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of your parking and revocable permits listed above remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

Handwritten signature of Jade T. Butay in black ink.

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. Nam Ko
46-082 Puulena Street #1214
Kaneohe, Hawaii 96744

Dear Mr. Ko:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-14-0018 (PP-14-0018) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-14-0018 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:

AIR-PM
20.0204

April 8, 2020

Mr. Howard F. McPheeters
c/o George McPheeters
1221 Victoria Street, Apartment 3204
Honolulu, Hawaii 96814

Dear Mr. McPheeters:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 5183 (RP-5183) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-5183 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Eric H. Nakamoto
1576 Ala Noni Place
Honolulu, Hawaii 96818

Dear Mr. Nakamoto:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 8179 (RP-8179) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-8179 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Ms. Ana Gromacki
President
North Shore Aircraft Leasing Company, LLC
66-888 Wanini Street
Waialua, Hawaii 96791

Dear Ms. Gromacki:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-06-0004 (PP-06-0004) and Revocable Permit No. 6926 (RP-6926) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-06-0004 and RP-6926 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Scott Blackley
President
North Shore Aviation Services Corporation
P.O. Box 1000
Waialua, Hawaii 96791

Dear Mr. Blackley:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 6592 (RP-6592) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-6592 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. Randy Pacheco
Mr. Reno Soverns
68-615 Farrington Highway #22B
Waialua, Hawaii 96791

Dear Mr. Pacheco and Mr. Soverns:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 8802 (RP-8802) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-8802 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Ms. Denise Sanders
President
Paradise Air Hawaii, Inc.
P.O. Box 369
Haleiwa, Hawaii 96712

Dear Ms. Sanders:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 8432 (RP-8432) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-8432 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

Handwritten signature of Jade T. Butay in black ink.

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Frank Hinshaw
President
Pofolk Aviation Hawaii, Inc.
P.O. Box 75520
Honolulu, Hawaii 96836

Dear Mr. Hinshaw:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-05-0010 (PP-05-0010) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-05-0010 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. Richard W. Rogers
P.O. Box 727
Haleiwa, Hawaii 96712

Dear Mr. Rogers:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 8697 (RP-8697) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-8697 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Raja Segaran
59-362 Alapio Road
Haleiwa, Hawaii 96712

Dear Mr. Segaran:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Parking Permit No. PP-18-0022 (PP-18-0022) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of PP-18-0022 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A. S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Donald V. Rohrbach
dba SGR Soaring Enterprises
68-639 Farrington Highway
Waialua, Hawaii 96791

Dear Mr. Rohrbach:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 7016 (RP-7016), Revocable Permit No. 6956 (RP-6956) and Revocable Permit No. 6968 (RP-6968) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-7016, RP-6956, and RP-6968 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Howard F. McPheeters
c/o George McPheeters
Silent Flying, Inc.
1221 Victoria Street, Apartment 3204
Honolulu, Hawaii 96814

Dear Mr. McPheeters:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 5506 (RP-5506) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-5506 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. Anthony P. Skinner
P. O. Box 79
Waialua, Hawaii 96791-0079

Dear Mr. Skinner:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 6934 (RP-6934) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-6934 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

April 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

Mr. Frank Hinshaw
President
Skydive Academy of Hawaii Corporation
P. O. Box 75520
Honolulu, Hawaii 96836

Dear Mr. Hinshaw:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that Revocable Permit No. 8437 (RP-8437), and Revocable Permit No. 8441 (RP-8441) would be terminated as of June 30, 2020.

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of RP-8437 and RP-8441 remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

A handwritten signature in black ink, appearing to read "Jade T. Butay".

JADE T. BUTAY
Director of Transportation



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0204

April 8, 2020

Mr. Guy Banal
President
Sky-Med, Inc.
68-760 Farrington Highway
Waialua, Hawaii 96791

Dear Mr. Banal:

You were previously sent a Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter). The Termination Letter provided that the State of Hawaii, Department of Transportation, Airports Division (DOTA) had decided to terminate its lease with the U.S. Army. Accordingly, you were notified that the following parking and revocable permits would be terminated as of June 30, 2020:

Parking Permit No. PP-97-1277	Revocable Permit No. 7065
Parking Permit No. PP-18-0011	Revocable Permit No. 8178
Revocable Permit No. 6039	Revocable Permit No. 8234
Revocable Permit No. 5595	

The COVID-19 crisis has put a hold on DOTA's efforts to terminate the lease with the U.S. Army, and the closing of Kawaihapai Airfield has been delayed. The Termination Letter that you received is rescinded. Please be advised that DOTA is still working to terminate its lease with the U.S. Army. DOTA's goal is to do so by June 30, 2021. We expect that all parking and/or revocable permits would be terminated by that date at the latest. You may wish to use this additional time to make alternative arrangements. In the meantime, all terms, conditions, and requirements of your parking and revocable permits listed above remain in effect.

Should you have any questions, please contact Ms. Abby Lareau of the Property and Business Development office at 838-8674.

Sincerely,

Handwritten signature of Jade T. Butay.

JADE T. BUTAY
Director of Transportation

EXHIBIT 59

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
AIRPORTS DIVISION
400 RODGERS BOULEVARD, SUITE 700
HONOLULU, HAWAII 96819-1880

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
DEP-A
20.0008

May 14, 2020

Mr. Gordon K. Wong
Airports District Office Manager
Western-Pacific Region
Federal Aviation Administration
300 Ala Moana Boulevard, Room 7-128
Honolulu, Hawaii 96850

Dear Mr. Wong:

In response to your March 31, 2020 letter with regard to the State of Hawaii, Department of Transportation plans to terminate its lease with the U.S. Army at Dillingham Airfield (HDH). The disruptions caused by the current public health crisis have delayed many State functions.

We appreciate that the closing of any National Plan of Integrated Airport Systems (NPIAS) airport is a serious matter and requires the approval of the Federal Aviation Administration (FAA) Associate Administrator for Airports. We are presently in the process of preparing a formal proposal for the closure of HDH in a manner consistent with the State's Grant Assurance obligations, with the principles set forth in chapter 22.20 of the *Airport Compliance Manual* and 49 U.S.C. 46319. The formal proposal will address not only the regulatory and statutory requirements but also the three specific items set forth in your March 31 letter. Just to be clear, our proposal is likely to contemplate a closure date of June 30, 2021 to give both the State and the FAA adequate time to consider the ramifications of, and procedure for, closure of HDH.

We are presently assembling the necessary documentation and are hopeful that we will have a draft of the proposal to discuss with your office by late June. We would appreciate an opportunity to discuss the draft prior to making a formal submission to the Airport District Office, Regional Office and Associate Administrator.

Thank you for your attention to this matter.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ross M. Higashi".

ROSS M. HIGASHI
Deputy Director – Airports

EXHIBIT 60

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097
September 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:

AIR-PM
20.0488

Mr. Michael Charlston
59-001 Holawa Street, Apartment C
Haleiwa, Hawaii 96712

Dear Mr. Charlston:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued Parking Permit No. PP-19-0010 (PP-19-0010) for Area/Space No. 404-115 at HDH. We urge you to review the Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate PP-19-0010 as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, PP-19-0010 imposes a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S. Army on June 30, 2021. DOTA's anticipated timeline for key elements related to termination of your permit and closure of the Airfield are provided below for your information:

2. Locating Alternate Accommodations

Hawaii’s Statewide Airports System consists of fourteen other airports. DOTA encourages you to apply for a parking permit at one of these other airports. While DOTA is legally prohibited from prioritizing prior permit holders at its other facilities, DOTA is committed to working with all permit holders to find suitable relocation sites within the DOTA system.

Since aircraft parking permits are provided on a first-come, first-served basis, DOTA strongly encourages you to plan early for moving your aircraft to another airport. A table of currently available tie-down spots at other DOTA facilities is provided below. The table also includes contact information for a designated contact who will assist you and other HDH permittees in completing applications for alternate accommodations.

DOTA Facility	Number of Tie-Down Spaces	Number of Vacancies	Number on Waiting List	DOTA Relocation Assistance Contact
Island of Oahu				
Daniel K. Inouye International Airport (HNL)	115	54	0	MR. ROY SAKATA Tel: 808-836-6533 roy.sakata@hawaii.gov
Kalaeloa Airport (JRF)	54	20	0	
Island of Hawaii				
Ellison Onizuka Kona International Airport (KOA)	35	2	0	MR. CHAUNCEY WONG YUEN Tel: 808-327-9522 chauncey.wongyuen@hawaii.gov
Waimea-Kohala Airport (MUE)	12	4	0	MR. CHAUNCEY WONG YUEN
Upolu Airport (UPP)	2	0	1	MR. CHAUNCEY WONG YUEN
Hilo International Airport (ITO)	36	24	0	MR. STEVEN SANTIAGO Tel: 808-961-9302 steven.j.santiago@hawaii.gov
Island of Maui				
Kahului Airport (OGG)	42	0	11	MR. MARVIN MONIZ Tel: 808-872-3808 marvin.a.moniz@hawaii.gov
Hana Airport (HNM)	6	2	0	
Kapalua Airport (JHM)	None	N/A	N/A	
Island of Lanai				
Lanai Airport (LNY)	11	10	0	MR. MARVIN MONIZ

Island of Molokai				
Kalaupapa Airport (LUP)	None	N/A	N/A	MR. MARVIN MONIZ
Molokai Airport (MKK)	9	9	0	
Island of Kauai				
Lihue Airport (LIH)	20	10	0	MR. CRAIG DAVIS Tel: 808-274-3805 craig.h.davis@hawaii.gov
Port Allen Airport (PAK)	6	1	0	

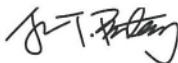
3. Consequences of Noncompliance

We must stress the importance of your obligation to restore your permitted premises to its original condition. While DOTA does not want to be overly formal, we remind you that in the event that a Permittee is unwilling or unable to comply with its obligation to restore the Premises, DOTA has the right to use its own employees or independent contractor to restore the premises and assess you, as the Permittee, the total costs of that clean up. DOTA also has the right to retain your security deposit to pay for site restoration costs for which you are liable and the right to file suit to recover costs that are not compensated through retention of the security deposit.

To be clear: if you, as Permittee have not complied with your obligations to restore the Premises, you will be considered in breach of your Permit and will not be eligible to apply for alternate accommodations at any other DOTA airport until the breach is cured.

We are providing you many months' notice so that you have plenty of time to make arrangements for a new parking location for your aircraft. We are happy to work with you to find the most suitable alternative airport. If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674. DOTA looks forward to assisting you through this process.

Sincerely,



JADE T. BUTAY
Director of Transportation

Attachment

REGULAR MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2145 3573 03



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097
September 8, 2020

IN REPLY REFER TO:

AIR-PM
20.0488

Col. Chantal Lonergan
Wing Commander
Civil Air Patrol, Hawaii Wing
419 Lele Street
Honolulu, Hawaii 96819

Dear Col. Lonergan:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued Parking Permit Nos. PP-85-0666 (PP-85-0666) for Area/Space No. 405-110, and PP-88-O813 (PP-88-O813) for Area/Space No. 405-111 at HDH. We urge you to review the Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate PP-85-0666 and PP-88-O813 as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, PP-85-0666 and PP-88-O813 imposes a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S.

In May or early June 2021, DOTA will contact you for a final inspection.

2. Locating Alternate Accommodations

Hawaii’s Statewide Airports System consists of fourteen other airports. DOTA encourages you to apply for a parking permit at one of these other airports. While DOTA is legally prohibited from prioritizing prior permit holders at its other facilities, DOTA is committed to working with all permit holders to find suitable relocation sites within the DOTA system.

Since aircraft parking permits are provided on a first come, first-served basis, DOTA strongly encourages you to plan early for moving your aircraft to another airport. A table of currently available tie-down spots at other DOTA facilities is provided below. The table also includes contact information for a designated contact who will assist you and other HDH permittees in completing applications for alternate accommodations.

DOTA Facility	Number of Tie-Down Spaces	Number of Vacancies	Number on Waiting List	DOTA Relocation Assistance Contact
Island of Oahu				
Daniel K. Inouye International Airport (HNL)	115	54	0	MR. ROY SAKATA Tel: 808-836-6533 roy.sakata@hawaii.gov
Kalaeloa Airport (JRF)	54	20	0	
Island of Hawaii				
Ellison Onizuka Kona International Airport (KOA)	35	2	0	MR. CHAUNCEY WONG YUEN Tel: 808-327-9522 chauncey.wongyuen@hawaii.gov
Waimea-Kohala Airport (MUE)	12	4	0	MR. CHAUNCEY WONG YUEN
Upolu Airport (UPP)	2	0	1	MR. CHAUNCEY WONG YUEN
Hilo International Airport (ITO)	36	24	0	MR. STEVEN SANTIAGO Tel: 808-961-9302 steven.j.santiago@hawaii.gov
Island of Maui				
Kahului Airport (OGG)	42	0	11	MR. MARVIN MONIZ Tel: 808-872-3808 marvin.a.moniz@hawaii.gov
Hana Airport (HNM)	6	2	0	
Kapalua Airport (JHM)	None	N/A	N/A	

Island of Lanai				
Lanai Airport (LNY)	11	10	0	MR. MARVIN MONIZ
Island of Molokai				
Kalaupapa Airport (LUP)	None	N/A	N/A	MR. MARVIN MONIZ
Molokai Airport (MKK)	9	9	0	
Island of Kauai				
Lihue Airport (LIH)	20	10	0	MR. CRAIG DAVIS Tel: 808-274-3805 craig.h.davis@hawaii.gov
Port Allen Airport (PAK)	6	1	0	

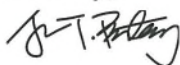
3. Consequences of Noncompliance

We must stress the importance of your obligation to restore your permitted premises to its original condition. While DOTA does not want to be overly formal, we remind you that in the event that a Permittee is unwilling or unable to comply with its obligation to restore the Premises, DOTA has the right to use its own employees or independent contractor to restore the premises and assess you, as the Permittee, the total costs of that clean up. DOTA also has the right to retain your security deposit to pay for site restoration costs for which you are liable and the right to file suit to recover costs that are not compensated through retention of the security deposit.

To be clear: if you, as Permittee have not complied with your obligations to restore the Premises, you will be considered in breach of your Permit and will not be eligible to apply for alternate accommodations at any other DOTA airport until the breach is cured.

We are providing you many months' notice so that you have plenty of time to make arrangements for a new parking location for your aircraft. We are happy to work with you to find the most suitable alternative airport. If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674. DOTA looks forward to assisting you through this process.

Sincerely,



JADE T. BUTAY
Director of Transportation

Attachment

REGULAR MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2145 3573 10

- DOTA coordination with U.S. Army re: termination of lease Sep. 2020 – June 2021
- DOTA coordination with HDH Permittees re: preparation for termination of permits Sep. 2020 – June 2021
- DOTA initial property inspections for parking permits Jan. 2021 – Feb. 2021
- DOTA oversight of property restoration, as necessary Feb. 2021 – June 2021
- Permittee restoration of individual premises Jan. 2021 – April 2021
- DOTA final inspection of permit premises May 2021 – June 2021
- Permit termination June 2021
- DOTA issuance of NOTAMs re: airport closure to public uses June 30, 2021

Permittee Obligations Upon Termination

This letter serves as an additional reminder of your obligations under PP-10-0008 that must be met on or before termination. DOTA strongly encourages you to begin planning now to meet these obligations and to facilitate a smooth transition.

1. Obligation to Restore Premises

Paragraph 17 (Surrender and Restoration) of the Terms and Conditions for PP-10-0008 impose important obligations on you, as a Permittee. Specifically:

- You are obligated to surrender and restore the Premises to a condition similar to that which existed before you were issued PP-10-0008.

A copy of the Permit Terms and Conditions is attached as **Exhibit A** for your convenience.

In January 2021, DOTA will contact you to schedule an appointment for a preliminary inspection of the premises. Following that inspection, DOTA will send you a letter indicating the items that need to be removed and the activities that need to occur to fully restore the property consistent with your obligations under PP-10-0008. DOTA may need to schedule a second inspection to identify the progress made toward full restoration.

In May or early June 2021, DOTA will contact you for a final inspection.

2. Locating Alternate Accommodations

Hawaii’s Statewide Airports System consists of fourteen other airports. DOTA encourages you to apply for a parking permit at one of these other airports. While DOTA is legally prohibited from prioritizing prior permit holders at its other facilities, DOTA is committed to working with all permit holders to find suitable relocation sites within the DOTA system.

Since aircraft parking permits are provided on a first come, first-served basis, DOTA strongly encourages you to plan early for moving your aircraft to another airport. A table of currently available tie-down spots at other DOTA facilities is provided below. The table also includes contact information for a designated contact who will assist you and other HDH permittees in completing applications for alternate accommodations.

DOTA Facility	Number of Tie-Down Spaces	Number of Vacancies	Number on Waiting List	DOTA Relocation Assistance Contact
Island of Oahu				
Daniel K. Inouye International Airport (HNL)	115	54	0	MR. ROY SAKATA Tel: 808-836-6533 roy.sakata@hawaii.gov
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Ellison Onizuka Kona International Airport (KOA)	35	2	0	MR. CHAUNCEY WONG YUEN Tel: 808-327-9522 chauncey.wongyuen@hawaii.gov
Waimea-Kohala Airport (MUE)	12	4	0	MR. CHAUNCEY WONG YUEN
Upolu Airport (UPP)	2	0	1	MR. CHAUNCEY WONG YUEN
Hilo International Airport (ITO)	36	24	0	MR. STEVEN SANTIAGO Tel: 808-961-9302 steven.j.santiago@hawaii.gov
Island of Maui				
Kahului Airport (OGG)	42	0	11	MR. MARVIN MONIZ Tel: 808-872-3808 marvin.a.moniz@hawaii.gov
Hana Airport (HNM)	6	2	0	
Kapalua Airport (JHM)	None	N/A	N/A	
Island of Lanai				
Lanai Airport (LNY)	11	10	0	MR. MARVIN MONIZ

- DOTA coordination with U.S. Army re: termination of lease Sep. 2020 – June 2021
- DOTA coordination with HDH Permittees re: preparation for termination of permits Sep. 2020 – June 2021
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- DOTA oversight of property restoration, as necessary Feb. 2021 – June 2021
- Permittee restoration of individual premises Jan. 2021 – April 2021
- DOTA final inspection of permit premises May 2021 – June 2021
- Permit termination June 2021
- DOTA issuance of NOTAMs re: airport closure to public uses June 30, 2021

Permittee Obligations Upon Termination

This letter serves as an additional reminder of your obligations under PP-05-0009 that must be met on or before termination. DOTA strongly encourages you to begin planning now to meet these obligations and to facilitate a smooth transition.

1. Obligation to Restore Premises

Paragraph 17 (Surrender and Restoration) of the Terms and Conditions for PP-05-0009 impose important obligations on you, as a Permittee. Specifically:

- You are obligated to surrender and restore the Premises to a condition similar to that which existed before you were issued PP-05-0009.

A copy of the Permit Terms and Conditions is attached as **Exhibit A** for your convenience.

In January 2021, DOTA will contact you to schedule an appointment for a preliminary inspection of the premises. Following that inspection, DOTA will send you a letter indicating the items that need to be removed and the activities that need to occur to fully restore the property consistent with your obligations under PP-05-0009. DOTA may need to schedule a second inspection to identify the progress made toward full restoration.

In May or early June 2021, DOTA will contact you for a final inspection.

2. Locating Alternate Accommodations

Hawaii's Statewide Airports System consists of fourteen other airports. DOTA encourages you to apply for a parking permit at one of these other airports. While DOTA is legally prohibited from prioritizing prior permit holders at its other facilities, DOTA is committed to working with all permit holders to find suitable relocation sites within the DOTA system.

Since aircraft parking permits are provided on a first come, first-served basis, DOTA strongly encourages you to plan early for moving your aircraft to another airport. A table of currently available tie-down spots at other DOTA facilities is provided below. The table also includes contact information for a designated contact who will assist you and other HDH permittees in completing applications for alternate accommodations.

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Island of Oahu				
Daniel K. Inouye International Airport (HNL)	115	54	0	MR. ROY SAKATA Tel: 808-836-6533 roy.sakata@hawaii.gov
Kalaeloa Airport (JRF)	54	20	0	
Island of Hawaii				
Ellison Onizuka Kona International Airport (KOA)	35	2	0	MR. CHAUNCEY WONG YUEN Tel: 808-327-9522 chauncey.wongyuen@hawaii.gov
Waimea-Kohala Airport (MUE)	12	4	0	MR. CHAUNCEY WONG YUEN
Upolu Airport (UPP)	2	0	1	MR. CHAUNCEY WONG YUEN
Hilo International Airport (ITO)	36	24	0	MR. STEVEN SANTIAGO Tel: 808-961-9302 steven.j.santiago@hawaii.gov
Island of Maui				
Kahului Airport (OGG)	42	0	11	MR. MARVIN MONIZ Tel: 808-872-3808 marvin.a.moniz@hawaii.gov
Hana Airport (HNM)	6	2	0	
Kapalua Airport (JHM)	None	N/A	N/A	
Island of Lanai				
Lanai Airport (LNY)	11	10	0	MR. MARVIN MONIZ

Island of Molokai				
Kalaupapa Airport (LUP)	None	N/A	N/A	MR. MARVIN MONIZ
Molokai Airport (MKK)	9	9	0	
Island of Kauai				
Lihue Airport (LIH)	20	10	0	MR. CRAIG DAVIS Tel: 808-274-3805 craig.h.davis@hawaii.gov
Port Allen Airport (PAK)	6	1	0	

3. Consequences of Noncompliance

We must stress the importance of your obligation to restore your permitted premises to its original condition. While DOTA does not want to be overly formal, we remind you that in the event that a Permittee is unwilling or unable to comply with its obligation to restore the Premises, DOTA has the right to use its own employees or independent contractor to restore the premises and assess you, as the Permittee, the total costs of that clean up. DOTA also has the right to retain your security deposit to pay for site restoration costs for which you are liable and the right to file suit to recover costs that are not compensated through retention of the security deposit.

To be clear: if you, as Permittee have not complied with your obligations to restore the Premises, you will be considered in breach of your Permit and will not be eligible to apply for alternate accommodations at any other DOTA airport until the breach is cured.

We are providing you many months' notice so that you have plenty of time to make arrangements for a new parking location for your aircraft. We are happy to work with you to find the most suitable alternative airport. If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674. DOTA looks forward to assisting you through this process.

Sincerely,



JADE T. BUTAY
Director of Transportation

Attachment

REGULAR MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2145 3573 34



**STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION**

869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

September 8, 2020

IN REPLY REFER TO:

AIR-PM
20.0488

Mr. William Star
President
Honolulu Soaring Club, Inc.
P.O. Box 626
Waialua, Hawaii 96791-0626

Dear Mr. Star:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued the following Parking Permits at HDH:

- **Parking Permit No. PP-07-0006 for Area/Space No. 404-107;**
- **Parking Permit No. PP-84-O592 for Area/Space No. 630-103;**
- **Parking Permit No. PP-86-O730 for Area/Space No. 405-102;**
- **Parking Permit No. PP-85-O678 for Area/Space No. 405-103;**
- **Parking Permit No. PP-84-O609 for Area/Space Nos. 405-104 and 405-105; and**
- **Parking Permit No. PP-92-1035 for Area/Space Nos. 404-113 and 404-114.**

We urge you to review the Parking Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate the Parking Permits as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, the Parking Permits impose a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S. Army on June 30, 2021. DOTA's anticipated timeline for key elements related to termination of your permits and closure of the Airfield are provided below for your information:

- DOTA coordination with U.S. Army re: termination of lease Sep. 2020 – June 2021
- DOTA coordination with HDH Permittees re: preparation for termination of permits Sep. 2020 – June 2021
- DOTA initial property inspections for parking permits Jan. 2021 – Feb. 2021
- DOTA oversight of property restoration, as necessary Feb. 2021 – June 2021
- Permittee restoration of individual premises Jan. 2021 – April 2021
- DOTA final inspection of permit premises May 2021 – June 2021
- Permit termination June 2021
- DOTA issuance of NOTAMs re: airport closure to public uses June 30, 2021

Permittee Obligations Upon Termination

This letter serves as an additional reminder of your obligations under the Parking Permits that must be met on or before termination. DOTA strongly encourages you to begin planning now to meet these obligations and to facilitate a smooth transition.

1. Obligation to Restore Premises

Paragraph 17 (Surrender and Restoration) of the Terms and Conditions for the Parking Permits impose important obligations on you, as a Permittee. Specifically:

- You are obligated to surrender and restore the Premises to a condition similar to that which existed before you were issued the Parking Permits.

A copy of the Parking Permit Terms and Conditions is attached as **Exhibit A** for your convenience.

In January 2021, DOTA will contact you to schedule an appointment for a preliminary inspection of the premises. Following that inspection, DOTA will send you a letter indicating the items that need to be removed and the activities that need to occur to fully restore the property consistent with your obligations under the Parking Permits. DOTA may need to schedule a second inspection to identify the progress made toward full restoration.

In May or early June 2021, DOTA will contact you for a final inspection.

2. Locating Alternate Accommodations

Hawaii’s Statewide Airports System consists of fourteen other airports. DOTA encourages you to apply for a parking permit at one of these other airports. While DOTA is legally prohibited from prioritizing prior permit holders at its other facilities, DOTA is committed to working with all permit holders to find suitable relocation sites within the DOTA system.

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Daniel K. Inouye International Airport (HNL)	115	54	0	MR. ROY SAKATA Tel: 808-836-6533 roy.sakata@hawaii.gov
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Island of Maui				
Kahului Airport (OGG)	42	0	11	MR. MARVIN MONIZ Tel: 808-872-3808 marvin.a.moniz@hawaii.gov
Hana Airport (HNM)	6	2	0	
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Lanai Airport (LNY)	11	10	0	MR. MARVIN MONIZ
Island of Molokai				
Kalaupapa Airport (LUP)	None	N/A	N/A	MR. MARVIN MONIZ
Molokai Airport (MKK)	9	9	0	
Island of Kauai				
Lihue Airport (LIH)	20	10	0	MR. CRAIG DAVIS Tel: 808-274-3805 craig.h.davis@hawaii.gov
Port Allen Airport (PAK)	6	1	0	

3. Consequences of Noncompliance

We must stress the importance of your obligation to restore your permitted premises to its original condition. While DOTA does not want to be overly formal, we remind you that in the event that a Permittee is unwilling or unable to comply with its obligation to restore the Premises, DOTA has the right to use its own employees or independent contractor to restore the premises and assess you, as the Permittee, the total costs of that clean up. DOTA also has the right to retain your security deposit to pay for site restoration costs for which you are liable and the right to file suit to recover costs that are not compensated through retention of the security deposit.

To be clear: if you, as Permittee have not complied with your obligations to restore the Premises, you will be considered in breach of your Permit and will not be eligible to apply for alternate accommodations at any other DOTA airport until the breach is cured.

Mr. William Star
September 8, 2020
Page 5

AIR-PM
20.0488

We are providing you many months' notice so that you have plenty of time to make arrangements for a new parking location for your aircraft. We are happy to work with you to find the most suitable alternative airport. If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674. DOTA looks forward to assisting you through this process.

Sincerely,



JADE T. BUTAY
Director of Transportation

Attachment

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CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2145 3573 41



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097
September 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0488

Mr. Nam Ko
46-082 Puulena Street #1214
Kaneohe, Hawaii 96744

Dear Mr. Ko:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued Parking Permit No. PP-14-0018 (PP-14-0018) for Area/Space No. 405-108 at HDH. We urge you to review the Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate PP-14-0018 as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, PP-14-0018 imposes a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S. Army on June 30, 2021. DOTA's anticipated timeline for key elements related to termination of your permit and closure of the Airfield are provided below for your information:

Island of Molokai				
Kalaupapa Airport (LUP)	None	N/A	N/A	MR. MARVIN MONIZ
Molokai Airport (MKK)	9	9	0	
Island of Kauai				
Lihue Airport (LIH)	20	10	0	MR. CRAIG DAVIS Tel: 808-274-3805 craig.h.davis@hawaii.gov
Port Allen Airport (PAK)	6	1	0	

3. Consequences of Noncompliance

We must stress the importance of your obligation to restore your permitted premises to its original condition. While DOTA does not want to be overly formal, we remind you that in the event that a Permittee is unwilling or unable to comply with its obligation to restore the Premises, DOTA has the right to use its own employees or independent contractor to restore the premises and assess you, as the Permittee, the total costs of that clean up. DOTA also has the right to retain your security deposit to pay for site restoration costs for which you are liable and the right to file suit to recover costs that are not compensated through retention of the security deposit.

To be clear: if you, as Permittee have not complied with your obligations to restore the Premises, you will be considered in breach of your Permit and will not be eligible to apply for alternate accommodations at any other DOTA airport until the breach is cured.

We are providing you many months' notice so that you have plenty of time to make arrangements for a new parking location for your aircraft. We are happy to work with you to find the most suitable alternative airport. If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674. DOTA looks forward to assisting you through this process.

Sincerely,



JADE T. BUTAY
Director of Transportation

Attachment

REGULAR MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2145 3573 58

DAVID Y. IGE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097
September 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:

AIR-PM
20.0488

Ms. Ana Gromacki
President
North Shore Aircraft Leasing Company, LLC
66-888 Wanini Street
Waialua, Hawaii 96791

Dear Ms. Gromacki:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued Parking Permit No. PP-06-0004 (PP-06-0004) for Area/Space No. 405-109 at HDH. We urge you to review the Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate PP-06-0004 as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, PP-06-0004 imposes a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S. Army on June 30, 2021. DOTA's anticipated timeline for key elements related to termination of your permit and closure of the Airfield are provided below for your information:

- DOTA coordination with U.S. Army re: termination of lease Sep. 2020 – June 2021
- DOTA coordination with HDH Permittees re: preparation for termination of permits Sep. 2020 – June 2021
- DOTA initial property inspections for parking permits Jan. 2021 – Feb. 2021
- DOTA oversight of property restoration, as necessary Feb. 2021 – June 2021
- Permittee restoration of individual premises Jan. 2021 – April 2021
- DOTA final inspection of permit premises May 2021 – June 2021
- Permit termination June 2021
- DOTA issuance of NOTAMs re: airport closure to public uses June 30, 2021

Permittee Obligations Upon Termination

This letter serves as an additional reminder of your obligations under PP-06-0004 that must be met on or before termination. DOTA strongly encourages you to begin planning now to meet these obligations and to facilitate a smooth transition.

1. Obligation to Restore Premises

Paragraph 17 (Surrender and Restoration) of the Terms and Conditions for PP-06-0004 impose important obligations on you, as a Permittee. Specifically:

- You are obligated to surrender and restore the Premises to a condition similar to that which existed before you were issued PP-06-0004.

A copy of the Permit Terms and Conditions is attached as **Exhibit A** for your convenience.

In January 2021, DOTA will contact you to schedule an appointment for a preliminary inspection of the premises. Following that inspection, DOTA will send you a letter indicating the items that need to be removed and the activities that need to occur to fully restore the property consistent with your obligations under PP-06-0004. DOTA may need to schedule a second inspection to identify the progress made toward full restoration.

In May or early June 2021, DOTA will contact you for a final inspection.

Island of Molokai				
Kalaupapa Airport (LUP)	None	N/A	N/A	MR. MARVIN MONIZ
Molokai Airport (MKK)	9	9	0	
Island of Kauai				
Lihue Airport (LIH)	20	10	0	MR. CRAIG DAVIS Tel: 808-274-3805 craig.h.davis@hawaii.gov
Port Allen Airport (PAK)	6	1	0	

3. Consequences of Noncompliance

We must stress the importance of your obligation to restore your permitted premises to its original condition. While DOTA does not want to be overly formal, we remind you that in the event that a Permittee is unwilling or unable to comply with its obligation to restore the Premises, DOTA has the right to use its own employees or independent contractor to restore the premises and assess you, as the Permittee, the total costs of that clean up. DOTA also has the right to retain your security deposit to pay for site restoration costs for which you are liable and the right to file suit to recover costs that are not compensated through retention of the security deposit.

To be clear: if you, as Permittee have not complied with your obligations to restore the Premises, you will be considered in breach of your Permit and will not be eligible to apply for alternate accommodations at any other DOTA airport until the breach is cured.

We are providing you many months' notice so that you have plenty of time to make arrangements for a new parking location for your aircraft. We are happy to work with you to find the most suitable alternative airport. If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674. DOTA looks forward to assisting you through this process.

Sincerely,



JADE T. BUTAY
Director of Transportation

Attachment

REGULAR MAIL AND
CERTIFIED MAIL, RETURN RECEIPT REQUESTED
#9414 7266 9904 2145 3573 65



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097
September 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0488

Mr. Frank Hinshaw
President
Pofolk Aviation Hawaii, Inc.
P.O. Box 75520
Honolulu, Hawaii 96836

Dear Mr. Hinshaw:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued Parking Permit No. PP-05-0010 (PP-05-0010) for Area/Space No. 404-112 at HDH. We urge you to review the Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate PP-05-0010 as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, PP-05-0010 imposes a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S. Army on June 30, 2021. DOTA's anticipated timeline for key elements related to termination of your permit and closure of the Airfield are provided below for your information:

- DOTA coordination with U.S. Army re: termination of lease Sep. 2020 – June 2021
- DOTA coordination with HDH Permittees re: preparation for termination of permits Sep. 2020 – June 2021
- DOTA initial property inspections for parking permits Jan. 2021 – Feb. 2021
- DOTA oversight of property restoration, as necessary Feb. 2021 – June 2021
- Permittee restoration of individual premises Jan. 2021 – April 2021
- DOTA final inspection of permit premises May 2021 – June 2021
- Permit termination June 2021
- DOTA issuance of NOTAMs re: airport closure to public uses June 30, 2021

Permittee Obligations Upon Termination

This letter serves as an additional reminder of your obligations under PP-05-0010 that must be met on or before termination. DOTA strongly encourages you to begin planning now to meet these obligations and to facilitate a smooth transition.

1. Obligation to Restore Premises

Paragraph 17 (Surrender and Restoration) of the Terms and Conditions for PP-05-0010 impose important obligations on you, as a Permittee. Specifically:

- You are obligated to surrender and restore the Premises to a condition similar to that which existed before you were issued PP-05-0010.

A copy of the Permit Terms and Conditions is attached as **Exhibit A** for your convenience.

In January 2021, DOTA will contact you to schedule an appointment for a preliminary inspection of the premises. Following that inspection, DOTA will send you a letter indicating the items that need to be removed and the activities that need to occur to fully restore the property consistent with your obligations under PP-05-0010. DOTA may need to schedule a second inspection to identify the progress made toward full restoration.

In May or early June 2021, DOTA will contact you for a final inspection.

2. Locating Alternate Accommodations

Hawaii’s Statewide Airports System consists of fourteen other airports. DOTA encourages you to apply for a parking permit at one of these other airports. While DOTA is legally prohibited from prioritizing prior permit holders at its other facilities, DOTA is committed to working with all permit holders to find suitable relocation sites within the DOTA system.

Since aircraft parking permits are provided on a first come, first-served basis, DOTA strongly encourages you to plan early for moving your aircraft to another airport. A table of currently available tie-down spots at other DOTA facilities is provided below. The table also includes contact information for a designated contact who will assist you and other HDH permittees in completing applications for alternate accommodations.

DOTA Facility	Number of Tie-Down Spaces	Number of Vacancies	Number on Waiting List	DOTA Relocation Assistance Contact
Island of Oahu				
Daniel K. Inouye International Airport (HNL)	115	54	0	MR. ROY SAKATA Tel: 808-836-6533 roy.sakata@hawaii.gov
Kalaeloa Airport (JRF)	54	20	0	
Island of Hawaii				
Ellison Onizuka Kona International Airport (KOA)	35	2	0	MR. CHAUNCEY WONG YUEN Tel: 808-327-9522 chauncey.wongyuen@hawaii.gov
Waimea-Kohala Airport (MUE)	12	4	0	MR. CHAUNCEY WONG YUEN
Upolu Airport (UPP)	2	0	1	MR. CHAUNCEY WONG YUEN
Hilo International Airport (ITO)	36	24	0	MR. STEVEN SANTIAGO Tel: 808-961-9302 steven.j.santiago@hawaii.gov
Island of Maui				
Kahului Airport (OGG)	42	0	11	MR. MARVIN MONIZ Tel: 808-872-3808 marvin.a.moniz@hawaii.gov
Hana Airport (HNM)	6	2	0	
Kapalua Airport (JHM)	None	N/A	N/A	
Island of Lanai				
Lanai Airport (LNY)	11	10	0	MR. MARVIN MONIZ



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

September 8, 2020

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

IN REPLY REFER TO:
AIR-PM
20.0488

Mr. Raja Segaran
59-362 Alapio Road
Haleiwa, Hawaii 96712

Dear Mr. Segaran:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued Parking Permit No. PP-18-0022 (PP-18-0022) for Area/Space No. 404-117 at HDH. We urge you to review the Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate PP-18-0022 as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, PP-18-0022 imposes a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S. Army on June 30, 2021. DOTA's anticipated timeline for key elements related to termination of your permit and closure of the Airfield are provided below for your information:



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

September 8, 2020

IN REPLY REFER TO:

AIR-PM
20.0488

Mr. Guy Banal
President
Sky-Med, Inc.
68-760 Farrington Highway
Waialua, Hawaii 96791

Dear Mr. Banal:

SUBJECT: NOTICE OF PLAN FOR TERMINATION AND CLOSURE

As you undoubtedly are aware, the State of Hawaii Department of Transportation, Airports Division (DOTA) will be terminating its lease of Kawaihapai Airfield fka Dillingham Airfield (HDH or Airfield) effective June 30, 2021.

The purpose of this letter is to provide you with official notice and instructions for how this closure will affect you. You are receiving this letter because you have been issued Parking Permit No. PP-97-1277 (PP-97-1277) for Area/Space Nos. 404-104 and 404-105, and Parking Permit No. 18-0011 (PP-18-0011) for Area/Space No. 404-106 at HDH. We urge you to review the Permit Terms and Conditions carefully and let us know if you have any questions as soon as possible – to avoid a last-minute rush that could adversely affect your ability to relocate your aircraft.

DOTA previously sent a formal Termination and Notice to Vacate letter dated February 10, 2020 (Termination Letter) notifying you of its intent to terminate PP-97-1277 and PP-18-0011 as of June 30, 2020. DOTA later informed you that DOTA's plan to terminate its lease with the U.S. Army and close the Airfield would be delayed until June 30, 2021. DOTA intends to terminate its lease on that date.

As indicated in the Termination Letter, PP-97-1277 and PP-18-0011 imposes a series of obligations on you that are triggered by the termination of the underlying DOTA lease and the termination of your permit, many of which will take time to complete. The intent of this letter is to further explain DOTA's plan to close the Airfield and to provide clear notice of your contractual obligations.

The Airfield is a joint-use airfield with the U.S. Army having first priority for air-land operations and helicopter night-vision training. DOTA currently operates the public use of the Airfield under a five-year lease with the U.S. Army. Despite over a decade of effort, DOTA has been unable to secure a longer-term lease with the U.S. Army, which has limited DOTA's ability to manage the Airfield. As a result, DOTA has notified both the U.S. Army and the U.S. Federal Aviation Administration that DOTA will exercise its option to terminate the lease with the U.S.

Army on June 30, 2021. DOTA's anticipated timeline for key elements related to termination of your permit and closure of the Airfield are provided below for your information:

- DOTA coordination with U.S. Army re: termination of lease Sep. 2020 – June 2021
- DOTA coordination with HDH Permittees re: preparation for termination of permits Sep. 2020 – June 2021
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- DOTA oversight of property restoration, as necessary Feb. 2021 – June 2021
- Permittee restoration of individual premises Jan. 2021 – April 2021
- DOTA final inspection of permit premises May 2021 – June 2021
- Permit termination June 2021
- DOTA issuance of NOTAMs re: airport closure to public uses June 30, 2021

Permittee Obligations Upon Termination

This letter serves as an additional reminder of your obligations under PP-97-1277 and PP-18-0011 that must be met on or before termination. DOTA strongly encourages you to begin planning now to meet these obligations and to facilitate a smooth transition.

1. Obligation to Restore Premises

Paragraph 17 (Surrender and Restoration) of the Terms and Conditions for PP-97-1277 and PP-18-0011 impose important obligations on you, as a Permittee. Specifically:

- You are obligated to surrender and restore the Premises to a condition similar to that which existed before you were issued PP-97-1277 and PP-18-0011.

A copy of the Permit Terms and Conditions is attached as **Exhibit A** for your convenience.

In January 2021, DOTA will contact you to schedule an appointment for a preliminary inspection of the premises. Following that inspection, DOTA will send you a letter indicating the items that need to be removed and the activities that need to occur to fully restore the property consistent with your obligations under PP-97-1277 and PP-18-0011. DOTA may need to schedule a second inspection to identify the progress made toward full restoration.

In May or early June 2021, DOTA will contact you for a final inspection.

2. Locating Alternate Accommodations

Hawaii’s Statewide Airports System consists of fourteen other airports. DOTA encourages you to apply for a parking permit at one of these other airports. While DOTA is legally prohibited from prioritizing prior permit holders at its other facilities, DOTA is committed to working with all permit holders to find suitable relocation sites within the DOTA system.

Since aircraft parking permits are provided on a first come, first-served basis, DOTA strongly encourages you to plan early for moving your aircraft to another airport. A table of currently available tie-down spots at other DOTA facilities is provided below. The table also includes contact information for a designated contact who will assist you and other HDH permittees in completing applications for alternate accommodations.

DOTA Facility	Number of Tie-Down Spaces	Number of Vacancies	Number on Waiting List	DOTA Relocation Assistance Contact
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Daniel K. Inouye International Airport (HNL)	115	54	0	MR. ROY SAKATA Tel: 808-836-6533 roy.sakata@hawaii.gov
Kalaeloa Airport (JRF)	54	20	0	
Island of Hawaii				
Ellison Onizuka Kona International Airport (KOA)	35	2	0	MR. CHAUNCEY WONG YUEN Tel: 808-327-9522 chauncey.wongyuen@hawaii.gov
Waimea-Kohala Airport (MUE)	12	4	0	MR. CHAUNCEY WONG YUEN
Upolu Airport (UPP)	2	0	1	MR. CHAUNCEY WONG YUEN
Hilo International Airport (ITO)	36	24	0	MR. STEVEN SANTIAGO Tel: 808-961-9302 steven.j.santiago@hawaii.gov
Island of Maui				
Kahului Airport (OGG)	42	0	11	MR. MARVIN MONIZ Tel: 808-872-3808 marvin.a.moniz@hawaii.gov
Hana Airport (HNM)	6	2	0	
Kapalua Airport (JHM)	None	N/A	N/A	
Island of Lanai				
Lanai Airport (LNY)	11	10	0	MR. MARVIN MONIZ

Island of Molokai				
Kalaupapa Airport (LUP)	None	N/A	N/A	MR. MARVIN MONIZ
Molokai Airport (MKK)	9	9	0	
Island of Kauai				
Lihue Airport (LIH)	20	10	0	MR. CRAIG DAVIS Tel: 808-274-3805 craig.h.davis@hawaii.gov
Port Allen Airport (PAK)	6	1	0	


3. Consequences of Noncompliance

We must stress the importance of your obligation to restore your permitted premises to its original condition. While DOTA does not want to be overly formal, we remind you that in the event that a Permittee is unwilling or unable to comply with its obligation to restore the Premises, DOTA has the right to use its own employees or independent contractor to restore the premises and assess you, as the Permittee, the total costs of that clean up. DOTA also has the right to retain your security deposit to pay for site restoration costs for which you are liable and the right to file suit to recover costs that are not compensated through retention of the security deposit.

To be clear: if you, as Permittee have not complied with your obligations to restore the Premises, you will be considered in breach of your Permit and will not be eligible to apply for alternate accommodations at any other DOTA airport until the breach is cured.

We are providing you many months' notice so that you have plenty of time to make arrangements for a new parking location for your aircraft. We are happy to work with you to find the most suitable alternative airport. If you have any questions, please contact Mr. Roy Sakata, Airport District Manager at 836-6533 or Ms. Abby Lareau of our Property and Business Development office at 838-8674. DOTA looks forward to assisting you through this process.

Sincerely,



JADE T. BUTAY
Director of Transportation

Attachment

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