

DEPARTMENT OF BUDGET AND FISCAL SERVICES
KA 'OIHANA MĀLAMA MO'OHELU A KĀLĀ
CITY AND COUNTY OF HONOLULU

530 SOUTH KING STREET, ROOM 208 • HONOLULU, HAWAII 96813
PHONE: (808) 768-3900 • FAX: (808) 768-3179 • WEBSITE: honolulu.gov/budget



RICK BLANGIARDI
MAYOR
MEIA

ANDREW T. KAWANO
DIRECTOR
PO'O

CARRIE CASTLE
DEPUTY DIRECTOR
HOPE PO'O

October 9, 2026

The Honorable Tommy Waters
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Waters and Councilmembers:

SUBJECT: Resolution for Grant of Non-Exclusive Subsurface Easements Portions of Barbers Point Beach Park ("BPBP"), TMK 9-1-026-027, and Portions of Ōla'i Street, TMK 9-1-026-Road & 031-Road; Kalaeloa Boulevard, TMK 9-1-031-Road; Kapolei Parkway, TMK 9-1-016-Road; Kamokila Boulevard, TMK 9-1-016-Road; and Farrington Highway, TMK 9-1-016-Road and 017-Road Honouliuli, 'Ewa, O'ahu, Hawaii

Attached for your review and appropriate action is a resolution relating to a request from Humuhumu Services, LLC ("Humuhumu") for non-exclusive subsurface easements within portions of BPBP and the City-owned portions of the various above-mentioned roads. The one-time fee of \$2,950,310 for the granting of the easements was determined by appraisals completed by the Department of Design and Construction. In addition to the one-time fee, as part of the consideration for the easements, Humuhumu will also construct and maintain certain improvements to BPBP in accordance with that certain letter agreement dated September 25, 2026, between the Department of Parks and Recreation ("DPR") and Humuhumu, which is attached as Exhibit E to the proposed Grant of Non-Exclusive Subsurface Easement ("Grant"). DPR estimates the value of the improvements and services to be provided by Humuhumu to be \$310,358.60.

We received a request from the consultant of the O'ahu Subsea Telecommunications Project ("Project") in July 2024 expressing their interest to acquire

DEPT. COM. 623(26)

The Honorable Tommy Waters
Chair and Presiding Officer
and Members
October 9, 2026
Page 2

the easements for the installation, operation and maintenance of underground telecommunications infrastructure associated with the Project. Easements A, B, C, and D, located within BPBP, with total area of 1.46 acres, and Easements E-1, E-2, and E-3, located within City-owned portions of the various roads from BPBP to the University of Hawai'i, West O'ahu Campus, with a total area of 0.896 acres, are shown on Exhibits B and D to the Grant. The various City agencies, including DPR, which has jurisdiction over BPBP, and the Department of Facility Maintenance, which has jurisdiction over the City-owned portions of the various above-mentioned roads, have no objections to granting Easements A through D and Easements E-1 through E-3 to Humuhumu.

A copy of the proposed Resolution is attached. Should you have any questions, please feel free to call me at (808) 768-3901.

Sincerely,



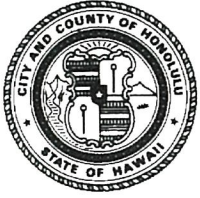
Andrew T. Kawano
Director

Attachment

APPROVED:



Krishna F. Jayaram, Managing Director
Office of the Managing Director



HONOLULU CITY COUNCIL
KE KANIHELA O KE KALANA O HONOLULU
CITY AND COUNTY OF HONOLULU

No. _____

RESOLUTION

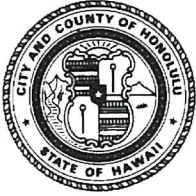
APPROVING THE GRANT OF NON-EXCLUSIVE SUBSURFACE EASEMENTS TO HUMUHUMU SERVICES, LLC WITHIN PORTIONS OF BARBERS POINT BEACH PARK, TAX MAP KEY NO. (1) 9-1-026:027; AND PORTIONS OF ŌLA'I STREET, TAX MAP KEY (1) 9-1-026-ROAD & 031-ROAD; KALAELOA BOULEVARD, TAX MAP KEY (1) 9-1-031-ROAD; KAPOLEI PARKWAY, TAX MAP KEY (1) 9-1-016-ROAD; KAMOKILA BOULEVARD, TAX MAP KEY (1) 9-1-016-ROAD; AND FARRINGTON HIGHWAY, TAX MAP KEY (1) 9-1-016-ROAD & 017-ROAD, HONOULIULI, 'EWA, O'AHU, HAWAII.

WHEREAS, Section 46-66 of the Hawai'i Revised Statutes, as amended ("HRS"), authorizes the counties, subject to the approval of the council, to grant, sell, or otherwise dispose of any easement for particular purposes in perpetuity by direct negotiation or otherwise, subject to reverter to such county upon the termination or abandonment of the specific purpose for which the easement was granted, including easements over, under, through, and across land bordering the ocean and easements for any governmental or public utility purpose; and

WHEREAS, Humuhumu Services, LLC, a Delaware limited liability company ("Humuhumu"), is requesting seven (7) perpetual subsurface easements (collectively, the "Easements") for underground telecommunication cable and utility purposes within portions of the Barbers Point Beach Park ("BPBP") and within portions of Ōla'i Street, Kalaeloa Boulevard, Kapolei Parkway, Kamokila Boulevard, and Farrington Highway (collectively, the "Roads") in connection with the planned installation of underground infrastructure connecting submarine fiber optic cables to a telecommunications facility at the University of Hawai'i-West O'ahu; and

WHEREAS, the Director of the Department of Budget and Fiscal Services (the "BFS Director") has recommended the granting of the Easements to Humuhumu for (i) a one-time fee of \$2,950,310, based on appraisals completed by the Department of Design and Construction, and (ii) the construction and maintenance of certain improvements to BPBP in accordance with that certain letter agreement between the Department of Parks and Recreation ("DPR") and Humuhumu attached as Exhibit E to the Grant (defined below), the value of which is estimated by DPR to be \$310,358.60 (the "Community Benefits Package"); and

WHEREAS, pursuant to Section 6-1803 of the Revised Charter of the City and County of Honolulu 1973 (2017 edition), as amended (the "Charter"), the Director of the Department of Housing and Land Management (the "DHLM Director") conducted a public hearing on July 8, 2026, to determine whether the proposed granting of the Easements to Humuhumu serves the public interest; and



HONOLULU CITY COUNCIL
KE KANIHELA O KE KALANA O HONOLULU
CITY AND COUNTY OF HONOLULU

No. _____

RESOLUTION

WHEREAS, the DHLM Director's Public Hearing Report, which is attached hereto as Exhibit A and incorporated herein by reference, provides that granting the Easements to Humuhumu serves the public interest as defined in Section 6-1803(2) of the Charter; and

WHEREAS, the various City agencies, including DPR and the Department of Facility Maintenance, which respectively have jurisdiction over BPBP and City-owned portions of the Roads, have no objections to the granting of the Easements to Humuhumu; and

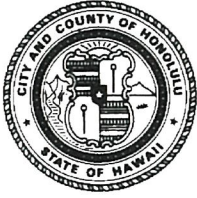
WHEREAS, the granting of the Easements shall be subject to the additional terms and conditions set forth in the proposed Grant of Non-Exclusive Subsurface Easement (the "Grant"), which is attached hereto as Exhibit B and incorporated herein by reference; and

WHEREAS, the Easements are designated as Easements A, B, C, D, E-1, E-2, and E-3, with a total area of 2.356 acres, as shown on Exhibits B and D of the Grant.

WHEREAS, the granting of the Easements will be accordance with HRS Section 46-66; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that it approves the granting of the Easements to Humuhumu for a one-time fee of \$2,950,310 and the implementation of the Community Benefits Package; and

BE IT FURTHER RESOLVED that the granting of the Easements be in accordance with the recommendations of the BFS Director, and/or designee and with all applicable laws; and



HONOLULU CITY COUNCIL
KE KANIHELA O KE KALANA O HONOLULU
CITY AND COUNTY OF HONOLULU

No. _____

RESOLUTION

BE IT FINALLY RESOLVED that the Clerk be directed to transmit a certified copy of this resolution to the BFS Director.

INTRODUCED BY:

DATE OF INTRODUCTION:

Honolulu, Hawai'i

Councilmembers

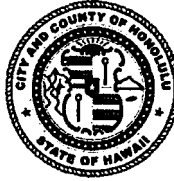
EXHIBIT A

(DHLM Director Public Hearing Report)

**DEPARTMENT OF HOUSING AND LAND MANAGEMENT
KA 'OIHANA HO'OLĀLĀ KŪKULU HALE A ME KA HO'OKELE 'ĀINA
CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, FLOOR 3 • HONOLULU, HAWAII 96813
PHONE: (808) 768-4277 • FAX: (808) 768-4296 • WEBSITE: honolulu.gov/dhlm

RICK BLANGIARDI
MAYOR
MEIA



KEVIN D. AUGER
DIRECTOR
PO'O

CATHERINE A. TASCHNER
DEPUTY DIRECTOR
HOPE PO'O

July 8, 2026

PUBLIC HEARING REPORT

Pursuant to Revised Charter Section 6-1803, the Director of the Department of Housing and Land Management ("*DHLM*") is required to conduct a public hearing to determine whether a proposed transaction or activity relating to City real property interests serves the public interest.

Notice of Public Hearing: June 29, 2026 and July 1, 2026
Legal Publication: Honolulu Star-Advertiser

Date of Public Hearing: Wednesday, July 8, 2026, 10:00 a.m.

Place: Kapolei Hale
1000 Ulu'ohi'a Street , Conference Room A
Kapolei, Hawaii'i 96707

Proposed Transaction: Grant of non-exclusive easements across portions of City-owned real property, including Barbers Point Beach Park (TMK (1) 9-1-026:027) and portions of City street rights-of-way, to permit the installation, operation, maintenance, repair, replacement, and removal of underground telecommunications infrastructure associated with the O'ahu Subsea Cable Telecommunications Project. The easements would accommodate six horizontally directionally drilled landing pipes, underground conduit, beach manholes, vaults, and related underground infrastructure connecting submarine fiber optic cables to a telecommunications facility at the University of Hawai'i–West O'ahu.

Applicant: Humuhumu Services, LLC and Starfish Infrastructures, Inc.

Proposed Project: According to the Applicant, the Proposed Project will:

- increase broadband capacity serving O'ahu;
- improve redundancy and resiliency of telecommunications infrastructure;
- enhance internet reliability for Hawai'i;
- provide additional international connectivity between Hawai'i, the continental United States, Asia, Australia, and the Pacific Islands; and
- further the objectives of the State's broadband initiative by expanding telecommunications infrastructure.

Consideration: The Applicant has agreed to provide monetary consideration for the easements, together with a community benefit package consisting of improvements to Barbers Point Beach Park, the final scope of which remains under development with the Department of Parks and Recreation.

Environmental Review: The Proposed Project has undergone environmental review pursuant to HRS Chapter 343. A Final Environmental Assessment was completed, and a Finding of No Significant Impact (FONSI) was issued on September 25, 2025.

The Proposed Project also obtained a certified shoreline and was determined by the Department of Planning and Permitting to require a Major Special Management Area (SMA) Permit because of the estimated project cost and location within the shoreline area. The SMA Major Permit application was accepted for processing on April 21, 2026, and the required public hearing was conducted on June 5, 2026. The Director's Report and Recommendation to the City Council Zoning Committee remains pending.

In addition, the Board of Land and Natural Resources approved Conservation District Use Permit OA-3992 and the associated Submerged Lands Easement on April 24, 2026, subject to numerous conditions requiring compliance with applicable federal, state, and county laws, implementation of mitigation measures identified in the Final Environmental Assessment, protection of public shoreline access, best management practices during construction, and protection of cultural and natural resources.

City Staff Attendance: Gary Gaspar, BFS
Dustin Harbottle, DFM
Catherine Taschner, DHLM

Persons in Attendance: Pratt Kinimaka, J3P; Pat Phung, J3P; Stephanie Nagai, Tetra Tech.

Remote Attendance: Chris Brungardt, Project Consultant, BHC; Alex Bartlett, Permit Lead, ICF; Landon Fuentes, Project Manager, Google.

Written Testimony Received: None

Findings: Based upon the record presented, the Director finds that:

The proposed transaction will facilitate installation of critical telecommunications infrastructure intended to improve broadband capacity, system redundancy, resiliency, and reliability serving the City and County of Honolulu, the State of Hawai'i, and trans-Pacific communications. This constitutes an improvement to critical public infrastructure and serves the public interest.

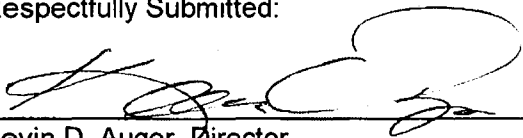
The Proposed Project has been designed to minimize impacts to existing public park uses by locating the telecommunications infrastructure underground and utilizing horizontal directional drilling to avoid disturbance of the shoreline. Following construction, public access to Barbers Point Beach Park will remain available.

The transaction provides financial consideration to the City and includes a community benefit package consisting of improvements to Barbers Point Beach Park.

Based upon the administrative record presented to DHLM, including the environmental review documents and regulatory approvals submitted by the applicant and sponsoring department, together with their representations that the project has complied, and will continue to comply, with all applicable environmental laws and permitting requirements, the Director finds that the proposed transaction satisfies the environmental compliance finding required by Revised Charter § 6-1803. This finding is expressly conditioned upon the issuance of the pending Special Management Area Major Permit and Shoreline Setback Variance, together with any other remaining required governmental approvals, and continued compliance with all applicable permit conditions and legal requirements. This finding is based upon the information submitted to DHLM and is not intended to constitute an independent verification of compliance by DHLM.

The Proposed Transaction serves the public interest as defined in Chapter 18, Section 6-1803(2), Revised Charter of the City and County of Honolulu 1973 (Amended 2017 Edition).

Respectfully Submitted:



Kevin D. Auger, Director
Department of Housing and Land Management

EXHIBIT B

(GRANT OF NON-EXCLUSIVE SUBSURFACE EASEMENT)

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return by ☒ Mail or ☐ Pick-up

TO: City and County of Honolulu
Department of Budget and Fiscal Services
Purchasing Division
530 South King Street, Room 115
Honolulu, Hawaii 96813

Total Page(s): _____

Tax Map Key No. (1) -9-1-026:027

Resolution No.

Certificate of Title Nos. See Exhibit F **[To be confirmed]**

GRANT OF NON-EXCLUSIVE SUBSURFACE EASEMENT

THIS GRANT OF NON-EXCLUSIVE SUBSURFACE EASEMENT (this “**Grant of Easement**”) is made this _____ day of _____, 20____ (the “**Effective Date**”), by and between the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawai‘i, whose business and post office address is Honolulu Hale, 530 South King Street, Honolulu, Hawai‘i 96813 (the “**Grantor**”), and Humuhumu Services LLC, a Delaware limited liability company, whose business and mailing address is 2801 Centerville Road, 1st Floor, PMB 811, Wilmington, Delaware 19808 (the “**Grantee**”).

WITNESSETH:

WHEREAS, Grantor is the owner of those certain premises situated in Honouliuli, ‘Ewa, O‘ahu, Hawai‘i, commonly known as Barbers Point Beach Park, and identified as Tax Map Key (“**TMK**”) No. (1) 9-1-026:027, and the following public streets and highway: Ola‘i Street, Kalaeloa Boulevard, Kapolei Parkway, Kamokila Boulevard, and portions of Farrington Highway (collectively, the “**Property**”);

WHEREAS, Grantee wishes to install underground telecommunications infrastructure within portions of the Property and has requested an easement in favor of Grantee for underground telecommunication cable and utility purposes;

WHEREAS, Section 46-66, Hawai‘i Revised Statutes, as amended, authorizes each county, subject to Council approval, to grant, sell, or otherwise dispose of any easement for particular purposes in perpetuity by direct negotiation or otherwise, subject to reverter to the

county upon the termination or abandonment of the specific purpose for which the easement was granted, including easements for any governmental or public utility purpose;

WHEREAS, the City Council by Resolution No. _____ adopted on _____, 20____, has approved the grant of a non-exclusive subsurface easement to Grantee for underground telecommunication cable and utility purposes in, over, under, across, along, upon, through, and within those certain portions of the Property more particularly described below; and

NOW, THEREFORE, in consideration of the sum of TWO MILLION NINE HUNDRED FIFTY THOUSAND THREE HUNDRED TEN AND NO/DOLLARS (\$2,950,310.00) and other valuable consideration paid to Grantor by Grantee, the receipt of which is hereby acknowledged, and the mutual covenants and promises herein made, the parties do hereby agree as follows:

AGREEMENT:

1. **Grant of Easement Rights.** Grantor hereby grants to Grantee a non-exclusive perpetual easement to construct, install, reconstruct, replace, use, operate, maintain, repair, and remove subsurface cables, conduits, vaults, and other related appliances and equipment (collectively, the “**Telecom Infrastructure**”) for underground telecommunication cable and utility purposes, in, over, under, across, along, upon, through and within those certain premises situated in Honouliuli, ‘Ewa, O‘ahu, Hawai‘i, with an approximate total area of 2.356 acres (collectively, the “**Easement Areas**”), described as follows:

Easement A: Affecting a portion of Barbers Point Beach Park, containing an area of 0.82 acres, as more particularly described in **Exhibit A-1** and shown on **Exhibit B**, both attached hereto and made a part hereof; and

Easement B: Affecting a portion of Barbers Point Beach Park, containing an area of 0.31 Acres, as more particularly described in **Exhibit A-2** attached hereto and made a part hereof, and shown on **Exhibit B**; and

Easement C: Affecting a portion of Barbers Point Beach Park, containing an area of 0.25 acres, as more particularly described in **Exhibit A-3** attached hereto and made a part hereof, and shown on **Exhibit B**; and

Easement D: Affecting a portion of Barbers Point Beach Park, containing an area of 0.08 acres, as more particularly described in **Exhibit A-4** attached hereto and made a part hereof, and shown on **Exhibit B**; and

Easement E-1: Affecting portions of Kalaeloa Boulevard and Ola‘i Street, containing an area of 0.375 acres, as more particularly described in **Exhibit C-1** and shown on **Exhibit D**, both attached hereto and made a part hereof; and

Easement E-2: Affecting portions of Kapolei Parkway, Kamokila Boulevard, and Farrington Highway, containing an area of 0.304 acres, as more particularly described in **Exhibit C-2** attached hereto and made a part hereof, and shown on **Exhibit D**; and

Easement E-3 Affecting a portion of Farrington Highway, containing an area of 0.217 acres, as more particularly described in Exhibit C-3 attached hereto and made a part hereof, and shown on Exhibit D.

TOGETHER WITH, the right, from time to time and at all reasonable times to enter upon the Easement Areas and immediately adjacent lands of Grantor for the above-mentioned purposes.

TO HAVE AND TO HOLD the same unto Grantee, its successors and permitted assigns, forever; SUBJECT, HOWEVER, to the following terms, covenants and conditions, and PROVIDED also that this grant shall terminate and the easement shall revert to the Grantor upon (i) the termination of this Grant of Easement as provided herein, or (ii) the abandonment of the specific purpose for which the easement was granted, or (iii) the non-performance by Grantee (after notice and an opportunity to cure as provided by this Grant of Easement) of any of the terms, covenants, and conditions herein to be complied with by Grantee.

2. **Community Benefits Package**. In consideration of the mutual promises and other rights granted herein, in addition to the sum of TWO MILLION NINE HUNDRED FIFTY THOUSAND THREE HUNDRED TEN AND NO/DOLLARS (\$2,950,310.00) paid by Grantee to Grantor, Grantee shall, at its sole expense, provide, perform, and complete, or cause to be provided, performed, and completed, the services and work (collectively, the “**Community Benefits Package**”) described in and in accordance with Exhibit E attached hereto and made a part hereof.

3. **Installation and Operation of the Telecom Infrastructure**. This Grant of Easement and Grantee’s right to install and operate the Telecom Infrastructure are subject to the following requirements:

3.1 **Review and Approval**.

3.1.1 Grantee shall comply with and obtain all applicable permits and approvals required to install and operate the Telecom Infrastructure including all permits, clearances and other approvals for any work on or closures of roadways, sidewalks or adjacent areas, including submission of construction plans to Grantor’s departments and semi-autonomous agencies (individually, a “**City Agency**” and collectively, “**City Agencies**”) and utility companies affected by Grantee’s proposed work (the “**Affected Utility Companies**”) for their approval.

3.1.2 Grantee shall construct and maintain the Telecom Infrastructure at its sole expense and in such a manner satisfactory to the City or its duly authorized representative.

3.1.3 This Grant of Easement shall not be construed as satisfaction of any permits or approvals required from City Agencies.

3.1.4 Prior to engaging in any ground-disturbing activity within the Property, Grantee shall consult with the State of Hawai’i Historic Preservation Division (“**SHPD**”) and shall, at its sole expense, observe and comply with all requirements for the identification, protection, and preservation of prehistoric or historic remains or archaeological sites or remains within the Property. If SHPD determines that an archaeological inventory survey is required for the Easement Areas or the Property, such survey shall be completed prior to the commencement of any ground-disturbing activity within the Property. Grantee shall obtain the prior written consent

of SHPD with notice to Grantor prior to commencing any ground-disturbing activity within, on, or involving those portions of the Easement Areas or the Property containing prehistoric or historic remains or archaeological sites or remains.

3.2 No Improvements Outside Easement Area. Grantee shall not install any improvements outside the Easement Areas without Grantor's prior written consent, which may be withheld in its sole and absolute discretion.

3.3 As-Built Drawings and Survey. Grantee shall provide Grantor with as-built drawings and a survey showing the location and depth (for underground improvements) of the Telecom Infrastructure installed in the Easement Area.

4. Care, Diligence and Maintenance. Grantee will use due care and diligence in the exercise of its rights and the performance of its obligations hereunder and will exercise its rights with due care for public safety and in such a manner that will occasion as little interference with any and all public or private facilities, improvements, roadways (including streets and sidewalks), storm drains, drainage systems, utility systems (including water, sewer, telecommunication, electric and other utility systems), equipment, or appurtenances thereto, regardless of whether located above-ground or underground, now or in the future (provided that any future improvements or systems are installed with due care and diligence) (collectively, "**Facilities**") existing in, on, under or around the Easement Areas. Grantee will undertake all construction as expeditiously as possible in accordance with good engineering practices and the industry standard of care so as to minimize disruption of the use of the Property for its intended use. Grantee (i) will, at all times when Grantee enters upon the Easement Areas for the above-referenced purposes in connection with the exercise of the rights hereby granted, keep the Easement Areas in clean, sanitary, safe and orderly condition (except for any conditions caused by any third parties, (ii) will, at all times, keep the Telecom Infrastructure in clean, sanitary, safe and orderly condition and repair, and (iii) will not make any waste, strip, soil, nuisance or unlawful, improper or offensive use of the Easement Areas.

5. Repair. Should Grantee damage, undermine or otherwise destroy any portion of the Easement Areas, the Property, or any Facilities, Grantee shall, at its sole cost and expense, promptly repair, restore and reconstruct that portion of the Easement Areas, the Property, and Facilities so damaged, undermined or destroyed by Grantee, provided, however, that Grantee will only be obligated to restore the affected Easement Areas, Property or Facilities to the extent that damage thereto was caused by Grantee's actions. In the event any repairs, modifications or replacements including emergency repairs, modifications or replacements, are necessary to the Telecom Infrastructure, the Easement Areas, the Property, or the Facilities, Grantee shall consult with and comply with City procedures relating to repair of utility lines and work within City roads and properties. It is the intention of the parties hereto that any loss sustained by reason of any damage, undermining or destruction solely caused by the Telecom Infrastructure or Grantee's actions shall be borne by Grantee. Notwithstanding the provisions of this Section 5, any City Agency, in its sole discretion, may choose to repair its own Facility(ies) damaged, undermined or otherwise destroyed by Grantee, whether or not such repair is deemed an emergency. Grantee shall provide immediate access to the City Agency to repair the Facility(ies) and shall reimburse the City Agency for all reasonable costs incurred by the City Agency to repair the asset(s) and to resolve all claims filed due to the damaged Facility(ies) caused by the Telecom Infrastructure or Grantee's actions within thirty (30) days of Grantee's receipt of written request for such payment from the City Agency. Grantee shall fully cooperate with all City Agencies in connection with any repairs, restoration and/or reconstruction performed pursuant to this Section 5. In the course of performing any such repairs, such City Agency shall provide such advance notice to Grantee that

is reasonably possible under such circumstances, and any City Agency or Affected Utility Companies may shut-off the Telecom Infrastructure if required to prevent further damage, undermining and/or destruction in order to prevent imminent risk to public health and/or safety and, in such event, Grantor, the City Agencies and the Affected Utility Companies shall not be liable to Grantee, its customers or any one claiming by, through or under Grantee for such action provided that Grantor, the City Agencies and/or the Affected Utility Companies did not act negligently. Prior to any such shut-off, Grantor shall, if reasonably practicable, provide Grantee written notice describing the specific factual basis for such action and a commercially reasonable opportunity to cure the alleged condition, unless such opportunity would itself create unreasonable risk. Grantor shall notify Grantee of any such shut-off promptly upon its occurrence, and any such shut-off shall be limited to the portion of the Telecom Infrastructure and the duration reasonably necessary to address the imminent risk.

6. **Restoration of Easement Areas.** After Grantee's entry onto the Easement Area and/or the installation and maintenance of the Telecom Infrastructure, or any portion thereof, Grantee shall remove therefrom all debris, trash, equipment and unused or surplus materials, if any, and shall leave the Easement Area in a clean and sanitary condition satisfactory to Grantor, in its reasonable discretion. In the event Grantee is disturbing the surface of the Easement Area, Grantee shall also restore the surface of the land above the Telecom Infrastructure including any road paving, curb or sidewalk to a condition satisfactory to Grantor in its reasonable discretion, which may include a condition to such standards in effect at such time.

7. **Ownership of Improvements and Removal.** The Telecom Infrastructure placed within the Easement Areas shall be and remain the property of Grantee during the term of this Grant of Easement and may be removed or otherwise disposed of by Grantee at any time (but, in any event, subject to the terms of this Grant of Easement). Upon termination of this Grant of Easement, if requested by Grantor, Grantee shall, at Grantee's sole cost and expense, promptly remove any and all of the Telecom Infrastructure installed or constructed within the Easement Areas that are visible at the surface, provided, however, the parties acknowledge and agree that removal of subsurface infrastructure, including, but not limited to, bore pipes and conduits cannot be practically removed and thus may be abandoned in place by Grantee. Upon the abandonment of any of the Telecom Infrastructure, upon Grantor's request, Grantee shall, transfer the ownership of the abandoned portion of the Telecom Infrastructure to Grantor. Any removal of the Telecom Infrastructure shall be accomplished without damage to Grantor's property, and in case of such damage, the provisions of Sections 5 and 6 shall apply. Upon default or termination of this Grant of Easement, or upon the abandonment of any of the Telecom Infrastructure, Grantor, in its sole discretion, may provide written consent to Grantee to abandon in place all or a portion of the Telecom Infrastructure. Grantee's obligations under Section 10 of this Grant of Easement shall survive with respect to any Telecom Infrastructure abandoned in the Easement Areas.

8. **Reservation of Rights.** Grantor reserves unto itself the full use and enjoyment of the Easement Areas and to grant other rights and privileges for any and all purposes affecting the Easement Areas provided that such use by Grantor and/or third parties do not unreasonably interfere, in Grantor's reasonable discretion, with the exercise by Grantee of the rights herein granted. Grantee shall take commercially reasonable steps to ensure that Grantee's exercise of the rights and privileges granted hereunder does not cause any material interference with Grantor's operations in or near Easement Areas except subject to reasonable interference for installation and operation of the Telecom Infrastructure in accordance with this Grant of Easement.

9. **Relocation and/or City Agencies' Work Within or Affecting Easement Area.**

In the event Grantee's use of the Easement Areas (i) interferes with the repair, maintenance, or replacement of Grantor's Facilities, (ii) interferes with future construction, improvements, or sale of said property by Grantor, or (iii) poses an imminent risk to public health and/or safety, as determined by Grantor in its sole discretion, Grantee shall accomplish any necessary temporary and/or permanent relocation of its Telecom Infrastructure as directed by Grantor and at Grantee's sole cost and expense; provided, however, that Grantor gives written notice of any such relocation to Grantee at least twelve (12) months prior to any required relocation completion date, which notice shall also include identification of a suitable alternative relocation site for Grantee's Telecom Infrastructure on the Property if Grantor determines an alternative site on the Property can accommodate the Telecom Infrastructure. If an alternative site on the Property is identified by Grantor for the Telecom Infrastructure, and agreed to by Grantee, Grantor shall provide Grantee all reasonable rights of access, construction, consent, and any other reasonable means requested by Grantee to facilitate relocation of the Telecom Infrastructure to such alternative site. Grantor shall reasonably cooperate with Grantee in connection with any relocation work, and shall provide to Grantee an appropriate perpetual non-exclusive grant of easement authorizing Grantee's use and occupation of the new easement area(s). Grantee shall reasonably cooperate with Grantor and all applicable City Agencies and Affected Utility Companies in connection with any repairs or replacements needed in connection with any relocation required hereunder.

10. **Liability and Indemnification.** Grantee shall be liable for all damages and losses caused by or arising out of (i) Grantee's use and/or occupancy of the Easement Areas, including Grantee's installation and operation of the Telecom Infrastructure and related activities upon the Easement Areas, and (ii) Grantee's implementation of the Community Benefits Package, that may be asserted against Grantor (other than to the extent any such claims arise from the gross negligence or willful misconduct of Grantor). Grantee shall defend, indemnify and hold harmless Grantor from and against any and all claims, demands and causes of action for injury, including death, or damage to persons or property or fines or penalties or environmental matters arising out of, incidental to, or resulting from (i) the operations of or for Grantee or Grantee's agents, employees, guests, licensees, invitees, or independent contractors, (ii) the operation of the Telecom Infrastructure, (iii) Grantee's use of the Easement Areas, (iv) the exercise by Grantee of any of the rights granted under this Grant of Easement, (v) the implementation of the Community Benefits Package by Grantee, or (vi) Grantee's uncured breach of this Grant of Easement, and from and against all costs and expenses incurred by Grantor by reason of any such claim or claims, including reasonable attorneys' fees and expenses; provided, however, that Grantee's obligations hereunder are subject to the obligation of Grantor to notify Grantee as promptly as practicable of any such claims, demands, causes of action, damages, or losses, or of Grantor's reasonable expectation thereof. Grantee acknowledges and agrees that Grantor shall not be liable or responsible for any loss or damage sustained by Grantee or anyone claiming by, through or under Grantee caused by any act or omission of Grantee or any other third party using or utilizing the Easement Area unless such loss or damage arises from the gross negligence or willful misconduct of Grantor or anyone claiming by, through, or under Grantor. The provisions of this Section 10 shall survive the termination or abandonment of this Grant of Easement.

11. **Default.** If Grantee defaults on or otherwise fails to perform Grantee's obligations under this Grant of Easement, Grantor shall issue a written notice of default to Grantee.

11.1 **Time to Cure.** Any and all non-monetary defaults or material failures to perform contained in such notice of default, which notice shall explain with particularity the nature of the claimed default, must be resolved and remedied to Grantor's reasonable satisfaction within thirty (30) days of the date of Grantor's written notice to Grantee or such further time as may be

authorized by Grantor in writing; provided that, if such default is not reasonably capable of being cured within thirty (30) days, Grantee shall not be in default so long as Grantee commences the cure within such period and thereafter diligently prosecutes it to completion.

11.2 Grantor's Remedies for Failure to Cure. In the event that Grantee fails to cure said default(s) or fails to perform within the required time period, Grantor itself may, but shall not be obligated to, cure or remedy said default(s) or failure(s) to perform and charge any reasonable and necessary costs and expenses incurred in performing said cure or remedy to Grantee, which shall pay to Grantor said costs and expenses within thirty (30) days of receiving notice from Grantor. If Grantee fails to pay said amounts when due, interest shall accrue at twelve percent (12%) per annum. If Grantee defaults or fails to perform as required under this Grant of Easement, Grantor shall be entitled to all remedies available under this Grant of Easement, including termination of this Grant of Easement, and by law, which remedies shall be cumulative and not exclusive. Upon termination of this Grant of Easement, Grantor shall have the right to shut-off the Telecom Infrastructure or to require Grantee to shut-off the Telecom Infrastructure, and Grantor shall not be liable to Grantee, its customers, or any one claiming by, through, or under Grantee for such action. This provision shall survive the expiration or earlier termination of this Grant of Easement.

11.3 Emergency Conditions. Notwithstanding the foregoing, if Grantor reasonably determines that Grantee's default or failure to perform poses an imminent risk to public health or safety that must be cured or remedied sooner than the thirty (30) day cure period, Grantor may require Grantee to cure or remedy its default or failure immediately. Alternatively, Grantor itself may cure or remedy said default or failure immediately. In either case, Grantee shall bear all reasonable costs and expenses incurred in performing said cure or remedy.

11.4 Performance Security. Grantee shall provide to Grantor, and thereafter maintain in full force and effect until Grantee has completed the installation of the Telecom Infrastructure, a performance bond or irrevocable standby letter of credit in an amount equal to one hundred fifty percent (150%) of the estimated total cost of the installation of the Telecom Infrastructure (the "**Performance Security**"), in a form and issued by a surety or financial institution reasonably acceptable to Grantor. The Performance Security shall guarantee the full and faithful performance by Grantee of all obligations under this Agreement, including but not limited to, those obligations under Sections 6, 7, and 15. Grantor may draw upon the Performance Security, in whole or in part, upon written demand, if Grantee: (i) fails to perform any obligation under this Grant of Easement beyond the expiration of any notice and cure periods set forth in this Grant of Easement; (ii) fails to pay any amounts due to Grantor beyond the expiration of any notice and cure periods set forth in this Grant of Easement; and/or (iii) otherwise is in default under this Grant of Easement beyond the expiration of any notice and cure periods set forth in this Grant of Easement. Grantor shall not be required to obtain a judgment or exhaust other remedies prior to making a draw upon the Performance Security. If Grantor properly draws upon the Performance Security, Grantee shall replenish the full amount of such security within thirty (30) days after written notice from Grantor. In the event of a lapse in, or insolvency of the issuer of, the Performance Security, Grantee shall provide a replacement Performance Security within thirty (30) days of becoming aware of such event.

12. Costs, Expenses and Damages. Grantee shall be solely responsible for all costs and expenses it incurs in connection with its right to install and operate the Telecom Infrastructure and its obligation to implement the Community Benefits Package, including all design, planning, engineering, construction, alteration, operation, and maintenance costs. Grantee shall also be responsible to reimburse Grantor for all reasonable costs associated with responding to and

investigating actual damages suffered by Grantor and/or other existing third party users of the Easement Areas as of the Effective Date, as a result of the Telecom Infrastructure or Grantee's exercise and performance of its rights and obligations hereunder. Grantee shall pay all costs including reasonable attorneys' fees and expenses, which may be incurred by or paid by Grantor in enforcing the covenants and conditions of this Grant of Easement, or in the collection of delinquent charges attributed to Grantee's use of the Easement Area. Grantee shall pay within thirty (30) days of receipt of an invoice from Grantor. Interest on any outstanding payment amount shall accrue at twelve percent (12%) per annum if Grantee fails to pay said invoices within said 30-day period.

13. **Condemnation.** If at any time the Easement Areas or any part thereof, shall be condemned or taken for public purposes by any governmental authority other than Grantor, then and in every such case, Grantee's estate and interest in the land so condemned or taken shall at once cease and terminate, and provided that Grantor is not the condemning authority, Grantee shall not by reason of such condemnation or taking be entitled to any claim against Grantor for compensation or indemnity and all compensation payable or to be paid for or on account of the fee interest in the Easement Areas by reason of the condemnation or taking as aforesaid shall be payable to and be the sole property of Grantor, provided that Grantee shall be allowed to pursue claims for its interest in the Easement Areas (including, but not limited to, the Telecom Infrastructure) directly with the condemning authority.

14. **Compliance with Laws.** In the exercise of its rights and the performance of its obligations hereunder, Grantee shall comply with all statutes, ordinances, rules and regulations of the Federal, State, and City governments or any agency thereof and shall not cause any of Grantor's property to become non-compliant with the American With Disabilities Act of 1990 ("ADA"). If Grantee causes Grantor's property to become non-compliant with the ADA, Grantee shall immediately remedy the same; provided that Grantor shall have the right to approve of any plans and specifications therefor. Grantee must obtain all required permits, and abide by all conditions of said permits. Grantee shall also comply with all applicable federal and state environmental regulations.

15. **Hazardous Substances.**

15.1 **Definitions.** For purposes of this Grant of Easement, Grantee acknowledges and agrees that the following terms shall have the following meanings:

"Environmental Laws" shall mean all federal, state and local laws of every nature including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court legislative body, agency or official, judicial decisions, judicial and administrative orders, rulings or judgments, or rules of common law, which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way pertain to, relate to, or have any relevance to the environment, health or safety. These Environmental Laws shall include without limitation regulations and orders of the federal Environmental Protection Agency (hereinafter "**EPA**") and the State of Hawai'i Department of Health (hereinafter "**DOH**").

"Hazardous Substance" shall include any chemical, substance, radioactive materials, organic or inorganic material, controlled substance,

object, condition, waste, living organism, or combination thereof which is, may in the future be, or has been determined by state or federal authority under any Environmental Law to be hazardous to human health or safety or detrimental to the environment. This term shall include petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls (PCB's), perfluorooctanoic acid (PFOA) and perfluorooctanesulfonic acid (PFOS), methane, fuels of any kind, and other materials or substances that are, or may in the future be, regulated by state or federal authorities.

"Including" or **"includes"** shall mean "including, without limitation," unless expressly otherwise provided.

15.2. Grantee's Activities and Duties.

15.2.1 Compliance with Environmental Laws. Grantee agrees, at its expense and cost, to comply with all Environmental Laws applicable to Grantee's occupancy, activities, operations, and use of the Telecom Infrastructure in the Easement Areas and implementation of the Community Benefits Package, including giving all required notices, reporting to, and obtaining permits from, all appropriate authorities. This duty shall survive the expiration or earlier termination of this Grant of Easement.

15.2.2 Hazardous Substances. Except for any Hazardous Substances used in compliance with all Environmental Laws, Grantee shall not use, store, treat, dispose, discharge, release, generate, create, or otherwise handle any Hazardous Substances, or allow the same by any of its duly authorized employees, agents, guests, or contractors (collectively, **"Affiliates"**), on the Easement Areas and the Property without the prior written consent of Grantor, which consent may be withheld by Grantor in its sole discretion. Grantee shall at all times fully comply with all provisions of this Grant of Easement and all Environmental Laws, including giving all required notices, reporting to, and obtaining permits from, all appropriate authorities.

15.2.3 Notice to Grantor. Grantee shall keep Grantor fully informed at all times regarding all Environmental Law related matters affecting Grantee's use of the Easement Areas and implementation of the Community Benefits Package. This duty shall include providing Grantor with a current and complete list and accounting of all Hazardous Substances of every kind, which are present on or about the Easement Areas or the Property as a result of Grantee's activities and with evidence that Grantee has in effect all required and appropriate permits, licenses, registrations, approvals and other consents that may be required by federal and state authorities under all Environmental Laws. Grantee shall also provide prompt written notice to Grantor of any spills, releases, and/or discharge of Hazardous Substances, investigation, enforcement action, compliance order, or order of any type, or any other legal action, initiated or issued, or an indication of intent to do so, to Grantor by any federal, state, or county authority that relates in any way to any Environmental Law or any Hazardous Substance affecting the Easement Areas or the Property. This written notice to Grantor shall include copies of all written communications from any federal, state, or county agency or authority, including copies of all correspondence, claims, complaints, warnings, reports, technical data, and any other documents received or obtained by Grantee. At least thirty (30) days prior to termination of this Grant of Easement, Grantee shall provide Grantor with written evidence reasonably satisfactory to Grantor that Grantee has fully complied with all Environmental Laws, including any orders issued by any governmental authority that relate to the Easement Area, and the results of all assessments and investigations that may be ordered by Grantor, Environmental Investigations and Assessments herein, or by any governmental agency responsible for enforcement of the Environmental Laws.

15.2.4 Disposal/Removal. Except as to the possession, use and handling of Hazardous Substances for which Grantee is authorized by law, including those Hazardous Substances for which Grantee has obtained all currently required permits to store or use certain Hazardous Substances on the Easement Areas or the Property, including written permission from Grantor, Grantee shall cause any Hazardous Substances resulting from Grantee's use to be removed and transported from the Easement Areas and the Property for disposal solely by duly licensed Hazardous Substances transporters to duly licensed facilities for final disposal as required by all applicable Environmental Laws. Within ten (10) business days of each such disposal, Grantee shall provide Grantor with copies of documentary proof including manifests, receipts, or bills of lading, which reflect that said Hazardous Substances have been properly removed and disposed of in accordance with all Environmental Laws. This provision shall survive the expiration or earlier termination of this Grant of Easement.

15.2.5 Environmental Investigations and Assessments. Grantee, at its sole cost and expense, shall cause to be conducted such investigations and assessments of the Easement Areas and the Property to determine the presence of any Hazardous Substance on, in, or under the Easement Areas or the Property caused by Grantee as may be directed from time to time by Grantor in its reasonable discretion, or by any federal or state authority, in each case when good cause exists to believe that Grantee's activities or use of the Easement Areas has resulted in the presence of any Hazardous Substance on, in, or under the Easement Areas or the Property. The extent and number of any environmental investigations and assessments shall be determined by Grantor or the federal or state authority directing said investigations and assessments to be conducted. Grantee shall retain an independent, competent, and qualified third-party person or entity that is satisfactory to Grantor or other governmental authority, as the case may be, to conduct said investigations and assessments. Grantee shall direct said person or entity to provide Grantor or other governmental authority, if so requested, with testable portions of all samples of any soils, water, groundwater or other material that may be obtained for testing and provide directly to Grantor and the other governmental authority, at the sole expense of Grantee, written results of all tests on said samples upon completion of said testing. In any event, Grantee shall have the option to conduct environmental assessments as aforesaid prior to or at the time of termination of this Grant of Easement in order to determine the condition of the Easement Areas and the Property.

15.2.6 Remediation. In the event that any Hazardous Substance is used, stored, treated, or disposed on the Easement Areas or the Property by Grantee, or its Affiliates, or handled, discharged or released by Grantee, or its Affiliates, or determined to be present on the Easement Areas, the Property, or any location off the Easement Areas or the Property to which it is determined any Hazardous Substance has migrated, by or as a result of Grantee's actions, or the actions of its Affiliates, Grantee shall, at its sole expense and cost, immediately remediate the Easement Areas, the Property, or any location off the Easement Areas or the Property to which it is determined any Hazardous Substance has migrated, of such Hazardous Substance, and dispose and remove said Hazardous Substance in accordance with provisions herein. This duty to remediate includes strict compliance with all Environmental Laws, as well as any directives by Grantor or any other governmental authority to Grantee to remediate such Hazardous Substance. This duty to remediate shall include replacement of any materials, such as soils, so removed with material that is reasonably satisfactory to Grantor or other governmental authority, as the case may be.

15.2.7 Restoration and Surrender of Easement Area. Upon termination of this Grant of Easement or the abandonment of any portion of the Easement Areas, Grantee shall, at Grantee's sole cost and expense, clean-up to levels satisfactory to EPA and/or DOH any

Hazardous Substances released onto the Easement Areas or the Property by Grantee or its Affiliates in violation of any Environmental Laws. This Subsection shall not be construed to require Grantee to clean up or respond to any Hazardous Substances existing on the Easement Areas or the Property prior to Grantee's use and occupancy of the Easement Areas and implementation of the Community Benefits Package on the Property; provided, however, that Grantee acknowledges and agrees that Grantee shall not use or occupy the Easement Areas prior to the Effective Date.

15.2.8 Grantor's Right to Act. In the event Grantee fails for any reason to comply with any of its duties under this Grant of Easement or under any Environmental Laws within the time set for doing so or, in the absence of a set time, within a reasonable time as determined by Grantor, Grantor shall have the right, but not the obligation, in its sole discretion, to perform those duties, or cause them to be performed. Any cost, expense, or liability of any type that may be incurred by Grantor in performing said acts or duties shall be the sole responsibility of Grantee and Grantee hereby agrees to immediately pay to Grantor all reasonable costs and expenses incurred by Grantor in performing said acts or duties. This obligation shall extend to any reasonable costs and expenses incident to enforcement of Grantor's right to act, including litigation costs, reasonable attorneys' fees, and the costs and fees for collection of said costs, expenses, or liability.

15.2.9 Release and Indemnity. In addition to and not as a limitation of the obligations herein, Grantee hereby agrees to release, indemnify, defend with counsel reasonably acceptable to Grantor, and hold harmless Grantor, its officers, employees, agents, successors, and assigns from any liability of any kind, including any liability for any damages, penalties, fines, judgments, or assessments that may be imposed or obtained by any person, agency, or governmental authority against Grantee by reason of any Hazardous Substance that may be present by or as a result of Grantee's use and occupancy of the Easement Areas and implementation of the Community Benefits Package by whatever means on, in or under the Easement Areas or the Property, or originating from it by or as a result of Grantee's use and occupancy of the Easement Areas and implementation of the Community Benefits Package, including any fines or penalties assessed against Grantor for Grantee's non-compliance with any Environmental Laws. Grantee understands and agrees that any claims for damages, penalties, fines, judgments, or assessments that may be assessed against Grantee or Grantor by any person or governmental authority based on any violation of any Environmental Laws by Grantee concerning the Easement Areas or the Property shall be paid in full, complied with, and in every way satisfied by Grantee within the required time, and not by Grantor, if caused by Grantee. In the event both Grantor and Grantee shall be liable for any environmental cleanup or remediation of the Easement Areas, the Property, or any other areas impacted by Grantee's use and occupancy of the Easement Areas and implementation of the Community Benefits Package, Grantee shall indemnify, defend with counsel reasonably acceptable to Grantor, and hold harmless Grantor in accordance with the terms of this Subsection, in proportion to the extent that Grantee's use and occupancy of the Easement Areas and implementation of the Community Benefits Package are responsible for such environmental condition of the Easement Areas or such impacted areas.

15.2.10 Burden of Proof. In all instances covered in this Section 15, Grantee accepts the burden of establishing that it is not responsible for the existence of Hazardous Substances on, in, or under the Easement Areas and the Property. If Grantee cannot establish that it is not responsible for the existence of Hazardous Substances on, in, or under the Easement Areas and the Property, Grantee shall be deemed responsible for the existence of Hazardous Substances. Notwithstanding anything to the contrary contained in this Agreement,

Grantee shall have no responsibility under this Section 15, whether for investigation, remediation, removal or otherwise, for (i) any Hazardous Substance existing on, in, or under the Easement Areas or the Property prior to the Effective Date, including any such Hazardous Substance that migrated onto the Easement Areas or the Property from other lands, or (ii) the migration of any Hazardous Substance described in clause (i) from the Easement Areas or the Property to any other location, whether such migration occurs before or after the Effective Date, unless such migration was caused by Grantee's activities or use of the Easement Areas. Upon Grantee's request, any determination of responsibility hereunder shall be made by an impartial third party, agreed to by Grantor and Grantee.

16. **Waiver of Claims.** Grantee hereby waives any claim against Grantor including its City Agencies because of damage arising out of the use of the Easement Areas or the Property by Grantor and/or any City Agency, except where such damage is caused by the gross negligence or willful misconduct of Grantor and/or any City Agency. Nothing herein shall be interpreted to waive Grantee's rights to file claims or actions against third parties, or contractors or other agents of Grantor and/or the City Agencies, for harm caused to the Easement Areas, the Property, or the Telecom Infrastructure by such parties.

17. **Termination and Abandonment.** If Grantee shall fail to commence the installation of the Telecom Infrastructure or, at any time, cease to install or use the Telecom Infrastructure or any portion thereof for a continuous period of two (2) years or more, then the unused Telecom Infrastructure shall be deemed abandoned and this Grant of Easement shall terminate as to the portion of the Telecom Infrastructure so abandoned upon Grantor's written notice to Grantee of such termination, subject to the survival of Grantee's restoration obligations herein. Beginning on the date that is two (2) years after the Effective Date and biennially thereafter, Grantee shall provide a written notice to Grantor certifying that the Telecom Infrastructure is in use.

18. **Insurance.** Grantee shall procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Grant of Easement, the kinds and amounts of insurance listed below and any and all other insurance that may be required under the laws, ordinances or regulations of any governmental authority.

18.1 **Commercial General Liability Insurance.** Grantee shall maintain commercial general liability insurance ("CGL") with limits of not less than \$1,000,000 each occurrence, and \$2,000,000 general aggregate. Grantor shall be included as an additional insured under CGL for the full limits carried by Grantee even if such limits exceed the requirements. The policy shall contain a waiver of subrogation in favor of Grantor.

18.2 **Workers Compensation and Employers Liability Insurance.** Grantee shall maintain workers compensation and employers liability insurance. Workers compensation coverage shall be in accordance with State statutes. Employers liability coverage shall provide limits of not less than \$1,000,000 each accident for bodily injury by accident or \$1,000,000 each employee, \$1,000,000 aggregate, for bodily injury by disease. The policy shall include a waiver of subrogation in favor of Grantor.

18.3 **Auto Liability Insurance.** Grantee shall maintain auto liability (including personal injury protection coverage) insurance with limits of not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Grantor shall be included as an additional

insured under such policy to the full limits carried by Grantee, even if such limits exceed the requirements.

18.4 **Umbrella Insurance.** Grantee shall maintain umbrella liability insurance with limits of not less than \$5,000,000 per occurrence. The umbrella liability policy shall be excess of the required coverages in Subsections 18.1, 18.2, and 18.3 above. Grantor shall be included as an additional insured under such policy to the full limits carried by Grantee, even if such limits exceed the requirements.

18.5 **General Requirements.** The insurance policies specified above shall provide (i) that such insurance is primary coverage with respect to all insureds and that any insurance (or self-insurance) carried by Grantor shall be excess and non-contributing; (ii) contain a cross liability endorsement providing that the insurance applies separately to each insured; (iii) not be terminated, canceled, or not renewed without thirty (30) days' prior written notice to Grantee (except for non-payment of premium) and Grantee shall notify City within seven (7) calendar days of notice of such cancellation; (iv) be written on an "Occurrence" form of policy, unless otherwise specifically approved by Grantor; and (v) be provided by insurers authorized to do business in the State of Hawai'i, and with a current Best's rating of not less than A-VII, or otherwise as approved by Grantor.

18.6 **Certificate of Insurance.** Grantee shall provide to Grantor, and thereafter maintain, current and renewal certificates of insurance, prepared by a duly authorized agent, or if requested, copies of the policies, evidencing the insurance in effect at all times during the term of this Grant of Easement. Such certificates shall show the certificate holder as the City and County of Honolulu, and be delivered to the Director of Budget and Fiscal Services, 530 South King Street, Honolulu, Hawai'i 96813.

18.7 **Additional Coverage.** Grantor reserves the right to require additional insurance policies, additional or increased limits of coverage in existing policies and additional endorsements. Such additional insurance shall be in such amounts, on such policy forms and with such carriers as Grantor may reasonably require.

19. **As-Is Condition of Easement Area; Assumption of Risk.**

19.1. **Grantor's Disclaimer of Representations.** Grantor has not made, and will not make, any representations or warranties, express or implied, with respect to the Easement Areas or the Property, including (i) the existence of any dangerous or defective conditions in, under or about the Easement Areas and the Property (whether or not any such conditions are known or unknown to Grantor or reasonably discoverable by Grantor), (ii) whether or not Grantee is able to install Telecom Infrastructure within the Easement Areas, and/or (iii) whether the Easement Areas can be used for Grantee's intended purposes.

19.2. **As-Is Condition of Easement Area.** The Easement Areas are provided in its "as-is and where is" condition with all faults. Grantee acknowledges, agrees and accepts the existing "as-is and where is" condition of the Easement Areas.

19.3. **Assumption of Risk; Waiver of Claims.** Unless caused by the gross negligence or willful misconduct of Grantor or any person claiming by, through or under Grantor, Grantee hereby assumes any and all risk of death, bodily and personal injury, emotional distress, and/or property damage suffered or incurred by Grantee and all persons claiming by, through or under Grantee with respect to the use and occupancy of the Easement Areas and the Property,

the exercise of any of Grantee's rights under this Grant of Easement, and the performance of any of Grantee's obligations under this Grant of Easement, including damage to any and all property, vehicles, or improvements located, constructed or installed in, under or about the Easement Areas and the Property. Unless caused by the negligence or willful misconduct of Grantor or any person claiming by, through or under Grantor, Grantee hereby waives and releases any claim against Grantor, the City Agencies, and each of their respective officers, directors, employees and agents, for payment of any compensation or damages to, for or on behalf of Grantee and any person claiming by, through or under Grantee for any death, bodily or personal injury, emotional distress, or property damage suffered or incurred arising (directly or indirectly) out of Grantee's use or occupancy of the Easement Areas and implementation of the Community Benefits Package. Nothing herein shall be interpreted to waive Grantee's rights to file claims or actions against third parties, or contractors or other agents of Grantor and/or the City Agencies, for harm caused to the Easement Areas, the Property, or the Telecom Infrastructure by such parties.

20. **No Mortgage or Pledge; No Liens.** Grantee shall not mortgage or pledge the Easement Areas or the Property, or any portion thereof, or any interest in this Grant of Easement, unless Grantee obtains Grantor's prior written consent and approval (which consent and approval shall not be unreasonably withheld, conditioned, or delayed) and any mortgage or pledge of the same without Grantor's prior written consent and approval shall be null and void. Grantee shall keep the Easement Areas and the land upon which the Easement Areas are located free from any lien or encumbrance of any kind or nature whatsoever.

21. **Prehistoric and Historic Remains.** Grantee shall notify Grantor and SHPD if Grantee discovers or finds any prehistoric or historic remains at, in, on, over, or under the Easement Areas or the Property. Upon discovery of any prehistoric or historic remains or archaeological sites or remains on the Easement Areas or the Property, Grantee shall immediately stop all work and cease any further disturbance of the remains and surrounding portion(s) of the Easement Areas or the Property containing the remains and/or sites. Any and all prehistoric and historic remains found at, in, on, over, or under the Easement Areas or the Property shall not be disturbed or removed by Grantee without the express written consent and approval of SHPD and with notice to Grantor. Grantee shall obtain the prior written consent of SHPD with notice to Grantor prior to recommencing any work within, on or involving those portions of the Easement Areas or the Property containing such prehistoric or historic remains or archaeological sites or remains. All such work shall be in accordance with all applicable federal, state and City laws, rules and regulations.

22. **No Assignment or Subletting.** Grantee shall not assign, transfer, convey, sell, lease, sublease, license, encumber, or otherwise dispose of this Grant of Easement or any of its rights or interests hereunder, in whole or in part, whether voluntarily, involuntarily, by operation of law, or otherwise, without the prior written consent of Grantor, which Grantor may withhold in its sole, but reasonable discretion. Any change of control of Grantee shall be deemed an assignment requiring Grantor's prior written consent pursuant to the terms of this Grant of Easement. For purposes of this Section 22, a "change of control" shall include, without limitation: (i) the direct or indirect sale, transfer, or issuance of a majority of the ownership or voting interests of Grantee; (ii) any merger, consolidation, or reorganization resulting in a change in controlling ownership; (iii) the sale or transfer of substantially all of Grantee's assets related to the equipment at the Easement Areas; and (iv) any transaction or series of transactions that results in a different entity or group exercising control over Grantee. Notwithstanding the foregoing, Grantee may permit third parties to install, operate, maintain, repair, and remove Telecom Infrastructure within the Easement Areas subject to Grantor's prior written approval; provided that (i) the use of the Easement Areas by any such third party shall be subject to the same terms, conditions, and

limitations set forth in this Grant of Easement, and (ii) Grantee shall be jointly and severally liable for any breach of this Grant of Easement by such third party. Grantee shall submit a written request for such approval to Grantor, through the Director of the Department of Budget and Fiscal Services, identifying the proposed third party and confirming the foregoing, and Grantor shall use commercially reasonable efforts to respond to Grantee's request within sixty (60) days of Grantee's submittal.

23. **Severability**. In the event that any provision of this Grant of Easement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Grant of Easement.

24. **Waiver**. The failure of either party to insist upon strict compliance with any term, provision or condition of this Grant of Easement shall not constitute or be deemed to constitute a waiver or relinquishment of such party's right to enforce the same in accordance with this Grant of Easement.

25. **Terms**. The term "Grantor" wherever used herein shall be held to mean and include the City and County of Honolulu and its successors and assigns. The term "Grantee" wherever used herein shall be held to mean and include Grantee, its permitted successors and assigns. This instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns.

26. **Notices**. Any notice, request, demand, or other communication required or permitted to be given or made under this Grant of Easement by either party hereto shall be in writing and shall be deemed to have been duly given or served: (a) upon receipt if personally delivered; (b) when received by United States mail, postage prepaid and certified with return receipt requested, or when such receipt is rejected; (c) when received if transmitted by facsimile, or (d) when received when sent by e-mail with request for delivery confirmation, at the address, facsimile number, or e-mail address given below:

Grantee:

Humuhumu Services, LLC
2801 Centerville Road, 1st Floor, PMB 811
Wilmington, Delaware 19808

Attention: Lee Livingston
Telephone: (703) 828-4664
Email: llivingston@goole.com

Grantor:

City and County of Honolulu
Department of Budget and Fiscal Services
Attention: Director
530 South King Street, Room 208
Honolulu, Hawai'i 96813
Telephone: (808) 768-3900
Email: bfspurchasing@honolulu.gov

A party may change its address, telephone number or email contact by providing written notice of such change to the other party. If the date on which any notice to be given hereunder falls on a Saturday, Sunday or legal holiday observed by the State of Hawai'i, then such date shall automatically be extended to the next business day immediately following such Saturday, Sunday or legal holiday observed by the State of Hawai'i.

27. **Counterparts.** This Grant of Easement may be executed in two or more counterparts, each of which may be deemed an original, but all of which shall constitute one and the same instrument.

28. **Amendment.** This Grant of Easement may be amended only by a written instrument executed by both parties hereto.

28. **Governing Law.** This Grant of Easement shall be governed by and construed pursuant to the laws of the State of Hawai'i.

29. **Integration.** All of the provisions of any preliminary or prior agreements, as well as any oral agreements or negotiations which may have been made or engaged in between the parties to this Grant of Easement at any time prior to the Effective Date with respect to its subject matter, are hereby merged into and superseded by this Grant of Easement; and to the extent that any of the provisions of any preliminary or prior agreements are omitted from or inconsistent with this Grant of Easement, such provisions are without force and effect.

30. **Further Assurances.** The parties agree to execute such further documents and instruments and to take such further actions as may be reasonably necessary to carry out the purposes and intent of this Agreement.

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective officers duly authorized on the day and year first above written.

APPROVED AS TO CONTENTS:

CITY AND COUNTY OF HONOLULU,
a municipal corporation of the State of Hawai'i

By _____
Name _____
Director, Department of Parks and
Recreation

By _____
Name _____
Director, Department of Budget and Fiscal
Services

By _____
Name _____
Director, Department of Facility
Maintenance

"GRANTOR"

By _____
Name _____
Director, Department of Housing and
Land Management

HUMUHUMU SERVICES LLC,
a Delaware limited liability company

By _____
Name:
Its:

"GRANTEE"

**APPROVED AS TO FORM AND
LEGALITY:**

Deputy Corporation Counsel

GRANTOR:

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS:

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who, being by me duly sworn or affirmed, did say he/she is the _____ of the Department of Budget and Fiscal Services of the **CITY AND COUNTY OF HONOLULU**, a municipal corporation, and that said _____-page(s) **GRANT OF NON-EXCLUSIVE SUBSURFACE EASEMENT** dated _____, 20____, was signed on behalf of the municipal corporation by authority of the its City Council, and _____ acknowledged the instrument to be the free act and deed of the municipal corporation. This acknowledgement is deemed to include my Notary Certification.

Print Notary Name: _____
Notary Public, State of Hawaii
First Judicial Circuit

My Commission expires: _____

GRANTEE:

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

SS:

On this _____ day of _____, 20____, before me personally appeared _____, to me known, who, being by me duly sworn or affirmed, did say that he/she is the _____ of **HUMUHUMU SERVICES LLC**, a Delaware limited liability company, and that said _____-page(s) **GRANT OF NON-EXCLUSIVE SUBSURFACE EASEMENT**, undated at the time of signing, was signed on behalf of said company by authority of its members, and said Officer acknowledged said instrument to be the free act and deed of said company. This acknowledgement is deemed to include my Notary Certification.

Print Notary Name: _____
Notary Public, State of Hawaii
First Judicial Circuit

My Commission expires: _____

EXHIBIT A-1

DESCRIPTION OF

EASEMENT A

For Underground Communication Line Purposes

ALL that certain piece or parcel of land as shown on City and County of Honolulu, Department of Planning and Permitting, File No. 0000/SUB-000, dated January 00, 2026, being also a portion of Lot 1120, as shown on Map 126, Land Court Application 1069.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the South corner of this easement, the same being along the southerly side of the remainder of Lot 1120, as shown on Map 126, Land Court Application 1069, the direct azimuth and distance from the South corner of said Lot 1120, being 109° 40' 17.00 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 29,234.92 feet South and 10,749.17 feet West and thence running by azimuths measured clockwise from true South:

1. 109° 40' 32.80 feet along the remainder of Lot 1120, Map 126, Land Court Application 1069;
2. 101° 45' 112.29 feet along the same;
3. 95° 00' 37.91 feet along the same;
4. 97° 53' 1.13 feet along the same;
5. 226° 55' 231.18 feet along the same;
6. 229° 00' 113.88 feet along the same;
7. 223° 12' 67.22 feet along the remainder of Lot 1120, Map 126, Land Court Application 1069 and Easement C, as shown on DPP File No. 0000/SUB-000;
8. 307° 20' 42.47 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;
9. 36° 28' 154.64 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695 and Easement B, as shown on DPP File No. 0000/SUB-000;

10. 20° 39'

180.22 feet along the remainder of Lot 1120, Map 126, Land
Court Application 1695 to the point of beginning
and containing an area of 32,947 square feet.

WALTER P. THOMPSON, INC.

Honolulu, Hawaii
November 7, 2025

By: _____
Licensed Professional
Land Surveyor 16252
Exp. 4/30/26

EXHIBIT A-2

DESCRIPTION OF

EASEMENT B

For Underground Communication Line Purposes

ALL that certain piece or parcel of land as shown on City and County of Honolulu, Department of Planning and Permitting, File No. 0000/SUB-000, dated January 00, 2026, being also a portion of Lot 1120, as shown on Map 126, Land Court Application 1069.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the Northeast corner of this easement, the same being along the northwesterly side of Lot 2214, as shown on Map 198, Land Court Application 1069, the direct azimuth and distance from the Southeast corner of Lot 7993-D, as shown on Map 794, Land Court Application 1069 being $351^{\circ} 39'$ 34.26 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 28,587.81 feet South and 10,404.97 feet West and thence running by azimuths measured clockwise from true South:

1. $351^{\circ} 39'$ 132.61 feet along Lot 2214, Map 198, Land Court Application 1069;
2. Thence along the same on a curve to the right with a radius of 122.50 feet, the chord azimuth and distance being:
 $14^{\circ} 03' 30''$ 93.40 feet;
3. $36^{\circ} 28'$ 395.62 feet along the same;
4. $126^{\circ} 28'$ 20.00 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;
5. $216^{\circ} 28'$ 151.95 feet along the same;
6. $126^{\circ} 28'$ 51.00 feet along the same;
7. $216^{\circ} 28'$ 51.00 feet along the remainder of Lot 1120, Map 126, Land Court Application 1069 and Easement A, as shown on DPP File No. 0000/SUB-000;
8. $306^{\circ} 28'$ 51.00 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;

9. $216^{\circ} 28'$ 223.67 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;
10. Thence along the same on a curve to the left with a radius of 102.50 feet, the chord azimuth and distance being:
- $194^{\circ} 03' 30''$ 78.15 feet;
11. $171^{\circ} 39'$ 132.61 feet along the same;
12. $261^{\circ} 39'$ 20.00 feet along the same to the point of beginning and containing an area of 13,345 square feet.

WALTER P. THOMPSON, INC.

Honolulu, Hawaii
November 7, 2025

By: _____
Licensed Professional
Land Surveyor 16252
Exp. 4/30/26

DESCRIPTION OF

EASEMENT C

For Underground Communication Line Purposes

ALL that certain piece or parcel of land as shown on City and County of Honolulu, Department of Planning and Permitting, File No. 0000/SUB-000, dated January 00, 2026, being also a portion of Lot 1120, as shown on Map 126, Land Court Application 1069.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the North corner of this easement, the same being the North corner of Lot 1120, as shown on Map 126, Land Court Application 1069, and on the southeasterly side of Olai Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 28,606.65 feet South and 11,087.23 feet West and thence running by azimuths measured clockwise from true South:

1. 301° 00' 295.09 feet along Lot 7993-E, Map 794, Land Court Application 1069;
2. 307° 20' 259.37 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;
3. 43° 12' 20.10 feet along Easement A, as shown on DPP File No. 0000/SUB-000;
4. 127° 20' 256.21 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;
5. 121° 00' 293.98 feet along the remainder of Lot 1120, Map 126, Land Court Application 1069 and Easement D, as shown on DPP File No. 0000/SUB-000;
6. 211° 00' 20.00 feet along Olai Street to the point of beginning and containing an area of 11,044 square feet.

WALTER P. THOMPSON, INC.

Honolulu, Hawaii
November 7, 2025

By: _____
Licensed Professional
Land Surveyor 16252
Exp. 4/30/26

DESCRIPTION OF
EASEMENT D
For Underground Communication Line Purposes

ALL that certain piece or parcel of land as shown on City and County of Honolulu, Department of Planning and Permitting, File No. 0000/SUB-000, dated January 00, 2026, being also a portion of Lot 1120, as shown on Map 126, Land Court Application 1069.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the Northwest corner of this easement, being along the northwesterly side of Lot 1120, as shown on Map 126, Land Court Application 1069, the same being along the southeasterly side of Lot 7993-F, as shown on Map 794, Land Court Application 1069, the direct azimuth and distance from the point of tangency of said Lot 1120 being 27° 38' 15" 41.30 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 28,746.17 feet South and 11,168.24 feet West and thence running by azimuths measured clockwise from true South:

1. 307° 40' 3.96 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;
2. 217° 40' 142.74 feet along the same;
3. 301° 00' 20.13 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695 and Easement C, as shown on DPP File No. 0000/SUB-000;
4. 37° 40' 165.08 feet along the remainder of Lot 1120, Map 126, Land Court Application 1695;
5. 127° 40' 18.57 feet along the same;
6. 126° 28' 51.00 feet along the same;

7. Thence along Lot 7993-F, Map 794, Land Court Application 1069 on a curve to the right with a radius of 352.07 feet, the chord azimuth and distance being:

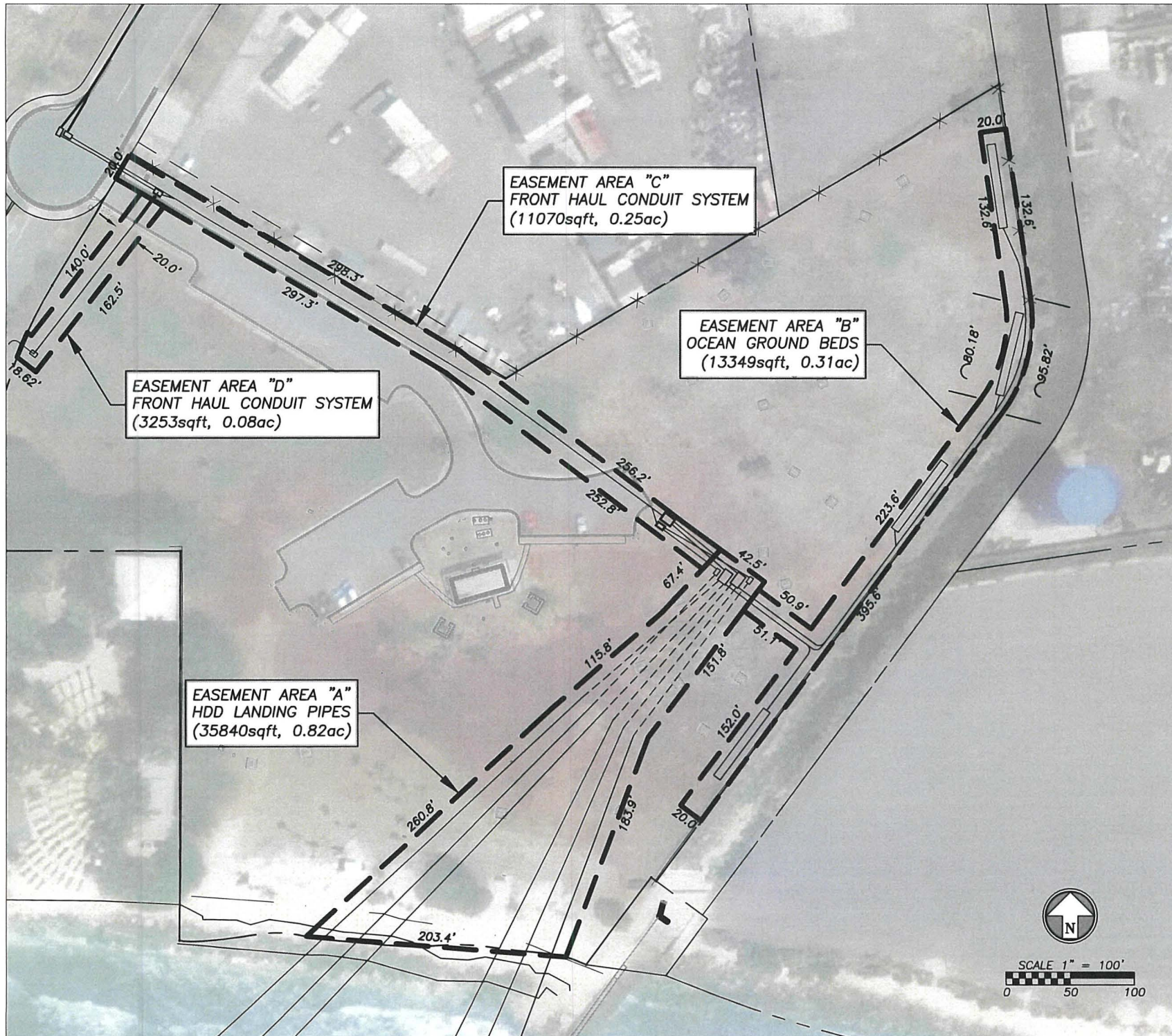
202° 35' 21" 20.71 feet to the point of beginning and containing an area of 3,305 square feet.

WALTER P. THOMPSON, INC.

Honolulu, Hawaii
November 7, 2025

By: _____
Licensed Professional
Land Surveyor 16252
Exp. 4/30/26

EXHIBIT B



REVISIONS

DATE	REV	DESCRIPTION

BHC
CIVIL ENGINEERING / SURVEYING / UTILITIES
7101 College Blvd., Suite 400
Overland Park, Kansas 66210
p. (913) 663-1900
BHC is a trademark of Bourque & Associates, P.A.



EXISTING UTILITIES SHOWN ARE APPROXIMATE ONLY AND BASED ON AVAILABLE RECORDS AND FIELD OBSERVATIONS. CONTRACTOR IS RESPONSIBLE FOR CALLING 811 AT LEAST 48 HOURS PRIOR TO ANY EXCAVATION. CONTRACTOR SHALL TAKE ALL NECESSARY PRECAUTIONS TO PROTECT EXISTING UTILITIES AND ANY DAMAGE TO THE UTILITIES SHALL BE IMMEDIATELY REPAIRED AT THE CONTRACTOR'S EXPENSE.

**PROJECT HARDROCK
CABLE LANDING
FACILITY EASEMENTS**

EXHIBIT C-1

LEGAL DESCRIPTION

Easement E-1

for Underground Cable and Utility Purposes

Honouliuli, Ewa, Oahu, Hawaii

Being portion of Land Court Application 1069.

Beginning at the Northeasterly corner of this easement, near the intersection of Kalaeloa Boulevard and Malakole Street with a direct tie to the Northwest corner of Lot 2503 as shown on Map 232 of Land Court Application 1069 being $246^{\circ}47'16''$ 87.62 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 23023.63 feet South and 9203.88 feet West, thence running by azimuths measured clockwise from True South:

1.	$352^{\circ} 34'$	73.60	feet along the remainder of Kalaeloa Boulevard;
2.	$348^{\circ} 48'$	178.00	feet along same;
3.	$261^{\circ} 34'$	2.15	feet along same;
4.	$351^{\circ} 34'$	8.50	feet along same;
5.	$81^{\circ} 34'$	2.00	feet along same;
6.	$351^{\circ} 26'$	645.50	feet along same;
7.	$261^{\circ} 26'$	1.55	feet along same;
8.	$351^{\circ} 26'$	8.50	feet along same;
9.	$81^{\circ} 26'$	1.50	feet along same;
10.	$351^{\circ} 26'$	123.15	feet along same;
11.	$356^{\circ} 22'$	17.00	feet along same;
12.	$351^{\circ} 40'$	300.00	feet along same;
13.	$353^{\circ} 35'$	187.00	feet along same;
14.	$351^{\circ} 39'$	79.38	feet along same;

15.	354° 36'	135.00	feet along same;
16.	261° 36'	1.60	feet along same;
17.	351° 36'	8.50	feet along same;
18.	81° 36'	0.90	feet along same;
19.	336° 40'	29.30	feet along same;
20.	350° 17'	254.60	feet along same;
21.	351° 32'	476.50	feet along same;
22.	261° 32'	2.00	feet along same;
23.	351° 32'	8.50	feet along same;
24.	81° 32'	1.90	feet along same;
25.	349° 50'	243.20	feet along same;
26.	354° 05'	199.00	feet along same;
27.	351° 39'	260.00	feet along same;
28.	261° 39'	2.50	feet along same;
29.	351° 39'	8.50	feet along same;
30.	81° 39'	2.60	feet along same;
31.	351° 39'	448.50	feet along same;
32.	350° 42'	85.00	feet along same;
33.	348° 10'	50.40	feet along same;
34.	352° 56'	200.00	feet along same;
35.	261° 39'	4.50	feet along same;
36.	351° 39'	14.00	feet along same;

37.	81°	39'		4.50	feet along same;
38.	351°	39'		447.60	feet along same;
39.	351°	28'		387.00	feet along same;
40.	261°	28'		2.30	feet along same;
41.	351°	28'		8.70	feet along remainder of Kalaeloa Boulevard and along remainder of Olai Street;
42.	81°	28'		6.00	feet along remainder of Olai Street;
43.	171°	28'		4.00	feet along same;
44.	81°	19'	19"	816.00	feet along same;
45.	351°	04'		2.20	feet along same;
46.	81°	04'		8.50	feet along same;
47.	171°	04'		2.20	feet along same;
48.	81°	18'	30"	190.84	feet along same;
49.	76°	24'		40.00	feet along same;
50.	81°	30'		321.30	feet along same;
51.	79°	46'		201.60	feet along same;
52.	349°	46'		2.30	feet along same;
53.	79°	46'		8.50	feet along same;
54.	169°	46'		2.00	feet along same;
55.	81°	17'		598.00	feet along same;
56.	351°	16'		1.70	feet along same;
57.	81°	16'		8.50	feet along same;
58.	171°	16'		2.00	feet along same;

59.	78°	18'	41.13	feet along same;
				Thence along same on a curve to the left, the center bearing 346°12' with a radius of 590.00 feet, the chord azimuth and distance being:
60.	54°	59'	427.04	feet;
61.	31°	28'	138.17	feet along same;
62.	37°	28'	37.00	feet along same;
63.	303°	07'	2.71	feet along same;
64.	33°	07'	6.50	feet along same;
65.	297°	17' 56"	50.40	feet along same;
66.	31°	00'	2.00	feet along Lot 1120 as shown on Map 126 of Land Court Application 1069;
67.	117°	17' 56"	50.50	feet along the remainder of Olai Street;
68.	123°	07'	6.00	feet along same;
69.	213°	07'	8.50	feet along same;
70.	303°	07'	1.30	feet along same;
71.	217°	28'	37.20	feet along same;
72.	211°	28'	138.00	feet along same;
				Thence along same on a curve to the right, the center bearing 303°46' with a radius of 592.00 feet, the chord azimuth and distance being:
73.	234°	59'	428.48	feet;
74.	258°	18'	41.30	feet along same;
75.	171°	16'	2.00	feet along same;

76.	261° 16'	8.50	feet along same;
77.	351° 16'	2.30	feet along same;
78.	261° 17'	598.00	feet along same;
79.	169° 46'	2.00	feet along same;
80.	259° 46'	8.50	feet along same;
81.	349° 46'	1.70	feet along same;
82.	259° 46'	201.50	feet along same;
83.	261° 30'	321.00	feet along same;
84.	256° 24'	40.75	feet along same;
85.	261° 18' 30"	1014.93	feet along Lot 1108-A-5 as shown on Map 494 of Land Court Application 1069, Lot 1108-B as shown on Map 315 of Land Court Application 1069, Lot 1138 as shown on Map 128 of Land Court Application 1069 and Lots 3162 and 3161 as shown on Map 325 of Land Court Application 1069, and along Kalaeloa Boulevard at the intersection with Olai Street;
86.	171° 28'	2.48	feet along the remainder of Kalaeloa Boulevard;
87.	261° 28'	1.79	feet along same;
88.	171° 28'	387.00	feet along same;
89.	171° 39'	463.00	feet along Lot 3161 as shown on Map 325 of Land Court Application 1069, along Lot 1138, Lot 1140 and Lot 1141 as shown on Map 128 of Land Court Application 1069;
90.	172° 56'	199.00	feet along the remainder of Kalaeloa Boulevard;
91.	168° 10'	50.00	feet along same;

92.	170° 42'	86.00	feet along same;
93.	171° 39'	715.70	feet along Lot 5950 as shown on Map 546 of Land Court Application 1069 and Lots 1144, 1145 and 1146 as shown on Map 128 of Land Court Application 1069;
94.	174° 05'	199.50	feet along the remainder of Kalaeloa Boulevard;
95.	169° 50'	243.00	feet along same;
96.	81° 32'	2.00	feet along same;
97.	171° 32'	8.50	feet along same;
98.	261° 32'	2.00	feet along same;
99.	171° 32'	476.50	feet along same;
100.	170° 17'	254.00	feet along same;
101.	156° 40'	30.00	feet along same;
102.	81° 36'	3.00	feet along same;
103.	171° 36'	8.50	feet along same;
104.	261° 36'	2.40	feet along same;
105.	174° 36'	129.00	feet along same;
106.	171° 39'	80.00	feet along Lot 1160-A as shown on Map 489 of Land Court Application 1069;
107.	173° 35'	192.50	feet along the remainder of Kalaeloa Boulevard;
108.	171° 40'	300.00	feet along same;
109.	176° 22'	17.00	feet along same;
110.	171° 26'	123.00	feet along same;

111.	81° 26'	2.30	feet along same;
112.	171° 26'	8.50	feet along same;
113.	261° 26'	2.40	feet along same;
114.	171° 26'	444.55	feet along same;
115.	170° 53'	116.00	feet along same;
116.	172° 17'	85.00	feet along same;
117.	81° 34'	2.00	feet along same;
118.	171° 34'	8.50	feet along same;
119.	261° 34'	1.70	feet along same;
120.	168° 48'	177.75	feet along same;
121.	172° 34'	73.80	feet along same;
122.	262° 34'	2.00	feet along same to the point of beginning and containing an area of 0.375 acres.

Executive Center
Suite #2506
1088 Bishop Street
Honolulu, Hawaii 96813

September 3, 2026
Tax Map Key: 9-1



HAWAII ENGINEERING GROUP, INC.

A handwritten signature in black ink, appearing to read "Clayton M. Kaneshiro".

Clayton M. Kaneshiro
Licensed Professional Land Surveyor
Certificate Number 12972
Exp. Date: 04/30/28

EXHIBIT C-2

LEGAL DESCRIPTION

Easement E-2

for Underground Cable and Utility Purposes

Honouliuli, Ewa, Oahu, Hawaii

Being portion of Land Court Application 1069.

Beginning at the Eastern corner of this easement, near the intersection of Farrington Highway and Makakilo Drive with a direct tie to the North corner of Lot 12290 as shown on Map 908 of Land Court Application 1069 being 276°55'55" 154.14 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 13467.50 feet South and 1637.90 feet West, thence running by azimuths measured clockwise from True South:

1.	51° 00'	120.00	feet along the remainder of Farrington Highway;
2.	52° 35'	225.51	feet along same;
3.	322° 20'	1.76	feet along same;
4.	52° 20'	8.50	feet along same;
5.	142° 20'	1.35	feet along same;
6.	38° 21'	150.00	feet along same;
7.	52° 22'	465.50	feet along same;

Thence along same on a curve to the left, the center bearing 321°39' with a radius of 850.00 feet, the chord azimuth and distance being:

8.	44° 52'	200.80	feet;
9.	308° 05'	1.50	feet along same;
10.	38° 05' 29"	8.47	feet along same;
11.	125° 22'	1.80	feet along same;

Thence along the remainder of Kamokila Boulevard on a curve to the left, the center bearing 305°22' with a radius of 829.00 feet, the chord azimuth and distance being:

12. 25° 22' 287.91 feet;

13. 15° 22' 180.00 feet along same;

Thence along same on a curve to the right, the center bearing 106°54'56" with a radius of 670.00 feet, the chord azimuth and distance being:

14. 27° 59' 58" 257.61 feet;

15. 42° 24' 80.15 feet along same;

16. 312° 24' 2.00 feet along same;

17. 42° 24' 14.00 feet along same;

18. 132° 24' 2.40 feet along same;

19. 39° 46' 60.00 feet along same;

20. 42° 08' 775.40 feet along same;

21. 312° 08' 1.00 feet along same;

22. 42° 08' 8.50 feet along same;

23. 132° 08' 1.70 feet along same;

24. 41° 50' 683.00 feet along same;

25. 42° 40' 155.20 feet along same;

26. 310° 26' 1.50 feet along same;

27. 40° 26' 8.50 feet along same;

28. 130° 26' 2.00 feet along same;

29.	40°	26'	62.00	feet along same;
30.	42°	05'	738.30	feet along same;
31.	310°	36'	1.50	feet along same;
32.	40°	36'	8.50	feet along same;
33.	130°	36'	2.00	feet along same;
34.	40°	36'	51.00	feet along same;
				Thence along same on a curve to the left with a radius of 801.00 feet, the chord azimuth and distance being:
35.	30°	21'	285.07	feet;
36.	20°	06'	90.00	feet along same;
				Thence along same on a curve to the left with a radius of 480.00 feet, the chord azimuth and distance being:
37.	9°	08'	182.63	feet;
38.	358°	10'	169.20	feet along same;
39.	266°	16'	3.30	feet along the remainder of Kapolei Parkway;
40.	356°	16'	6.00	feet along same;
41.	86°	16'	8.50	feet along same;
42.	176°	16'	2.00	feet along same;
43.	86°	16'	153.64	feet along same;
44.	85°	30'	67.19	feet along same;
				Thence along same on a curve to the right with a radius of 1940.00 feet, the chord azimuth and distance being:
45.	90°	44'	353.90	feet;

46.	5°	58'		2.50	feet along same; Thence along same on a curve to the right with a radius of 1942.50 feet, the chord azimuth and distance being:
47.	96°	05'	21"	8.31	feet;
48.	186°	12'	42"	2.50	feet along same; Thence along same on a curve to the right with a radius of 1940.00 feet, the chord azimuth and distance being:
49.	100°	47'	51"	310.22	feet;
50.	105°	23'		177.55	feet along same;
51.	103°	00'		84.36	feet along same;
52.	194°	00'		2.00	feet along same;
53.	283°	00'		84.39	feet along same;
54.	285°	23'		177.57	feet along Lot 19511 as shown on Map 1539 of Land Court Application 1069; Thence along same and along Lot 15252-A as shown on Map 1183 of Land Court Application 1069, on a curve to the left with a radius of 1938.00 feet, the chord azimuth and distance being:
55.	275°	26'	30"	669.17	feet;
56.	265°	30'		67.20	feet along Lot 15252-A as shown on Map 1183 of Land Court Application 1069;
57.	266°	16'		153.65	feet along same and the remainder of Kapolei Parkway;
58.	176°	16'		2.00	feet along same;
59.	266°	16'		3.20	feet along same;

60.	178° 10'	169.27	feet along the remainder of Kamokila Boulevard;
			Thence along same on a curve to the right with a radius of 482.00 feet, the chord azimuth and distance being:
61.	189° 08'	183.39	feet;
62.	200° 06'	90.00	feet along same;
			Thence along same on a curve to the right with a radius of 803.00 feet, the chord azimuth and distance being:
63.	210° 21'	285.78	feet;
64.	220° 36'	51.00	feet along same;
65.	130° 36'	2.20	feet along same;
66.	220° 36'	8.50	feet along same;
67.	310° 36'	2.70	feet along same;
68.	222° 05'	738.30	feet along same;
69.	220° 26'	62.00	feet along same;
70.	130° 26'	2.00	feet along same;
71.	220° 26'	8.50	feet along same;
72.	310° 26'	2.50	feet along same;
73.	222° 40'	155.25	feet along same;
74.	221° 50'	683.00	feet along same;
75.	132° 08'	2.20	feet along same;
76.	222° 08'	8.50	feet along same;
77.	312° 08'	2.90	feet along same;

78.	222° 08'	775.40	feet along same;
79.	219° 46'	59.90	feet along same;
80.	132° 24'	3.70	feet along same;
81.	222° 24'	14.00	feet along same;
82.	312° 24'	4.10	feet along same;
83.	222° 24'	80.15	feet along same;

Thence along same on a curve to the left, the center bearing 129°05' with a radius of 668.00 feet, the chord azimuth and distance being:

84.	207° 59' 58"	256.84	feet;
85.	195° 22'	179.94	feet along same;

Thence along same on a curve to the right with a radius of 831.00 feet, the chord azimuth and distance being:

86.	205° 22'	288.60	feet;
87.	125° 22'	2.00	feet along same;
88.	218° 05'	8.74	feet along same;
89.	308° 05'	2.29	feet along same;

Thence along the remainder of Farrington Highway on a curve to the right, the center bearing 308°05' with a radius of 852.00 feet, the chord azimuth and distance being:

90.	224° 52'	201.27	feet;
91.	232° 22'	465.13	feet along same;
92.	218° 21'	150.42	feet along same;

93.	142° 20'	2.07	feet along same;
94.	232° 20'	8.50	feet along Lot 13090-A-1 as shown on Map 1588 of Land Court Application 1069;
95.	322° 20'	1.75	feet along same;
96.	232° 35'	226.00	feet along same;
97.	231° 00'	119.49	feet along same;
98.	322° 10'	2.00	feet along same to the point of beginning and containing an area of 0.304 acres.

Executive Center
Suite #2506
1088 Bishop Street
Honolulu, Hawaii 96813

August 21, 2026
Tax Map Key: 9-1



HAWAII ENGINEERING GROUP, INC.

A handwritten signature in black ink, appearing to read "Clayton M. Kaneshiro", written over a horizontal line.

Clayton M. Kaneshiro
Licensed Professional Land Surveyor
Certificate Number 12972
Exp. Date: 04/30/28

EXHIBIT C-3

LEGAL DESCRIPTION

Easement E-3

for Underground Cable and Utility Purposes

Honouliuli, Ewa, Oahu, Hawaii

Being portion of Land Court Application 1069.

Beginning at the Eastern corner of this easement, along the Westerly side of Farrington Highway with a direct tie to the North corner of Lot 7991 as shown on Map 637 of Land Court Application 1069 being 278°41'29" 21.15 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 9874.73 feet South and 2578.86 feet East, thence running by azimuths measured clockwise from True South:

1.	41° 13'	345.73	feet along the remainder of Farrington Highway;
2.	311° 13'	1.21	feet along same;
3.	41° 13'	8.50	feet along same;
4.	131° 13'	1.93	feet along same;
5.	41° 48'	303.80	feet along same;
6.	40° 50'	311.87	feet along same;
7.	54° 04'	111.13	feet along same;
8.	313° 35'	1.00	feet along same;
9.	43° 35'	8.50	feet along same;
10.	133° 35'	1.40	feet along same;
11.	43° 35'	275.80	feet along same;
12.	44° 47'	119.80	feet along same;
13.	313° 44'	1.80	feet along same;
14.	43° 44'	8.50	feet along same;

15.	133° 44'	2.00	feet along same;
16.	43° 44'	435.80	feet along same;
17.	315° 23'	1.76	feet along same;
18.	45° 23'	8.50	feet along same;
19.	135° 23'	2.25	feet along same;
20.	45° 23'	124.50	feet along same;
21.	51° 40'	52.90	feet along same;
22.	41° 11'	33.20	feet along same;
23.	48° 08'	612.60	feet along same;
24.	318° 28'	3.00	feet along same;
25.	48° 28'	14.00	feet along same;
26.	138° 28'	2.95	feet along same;
27.	48° 28'	406.80	feet along same;
28.	51° 20'	400.00	feet along same;
29.	322° 22'	1.80	feet along same;
30.	52° 22'	8.50	feet along same;
31.	142° 22'	1.59	feet along same;
32.	52° 07'	179.40	feet along same;
33.	51° 30'	347.00	feet along same;

Thence along same on a curve to the right,
the center bearing 142°10' with a radius of
1402.00 feet, the chord azimuth and
distance being:

34.	56° 30'	211.87	feet;
-----	---------	--------	-------

35.	64° 32'	100.30	feet along same;
36.	339° 40'	2.30	feet along same;
37.	69° 40'	8.50	feet along same;
38.	159° 40'	1.73	feet along same;
39.	66° 49'	37.40	feet along same;
40.	63° 31'	103.77	feet along same;
41.	155° 00'	2.00	feet along same;
42.	243° 31'	103.89	feet along same;
43.	246° 49'	37.43	feet along same;
44.	159° 40'	2.30	feet along same;
45.	249° 40'	8.50	feet along same;
46.	339° 40'	1.72	feet along same;
47.	244° 32'	100.00	feet along same;

Thence along same on a curve to the left, the center bearing 150°50' with a radius of 1400.00 feet, the chord azimuth and distance being:

48.	236° 30'	211.56	feet;
49.	231° 30'	347.00	feet along same;
50.	232° 07'	179.29	feet along same;
51.	142° 22'	2.30	feet along same;
52.	232° 22'	8.50	feet along same;
53.	322° 22'	2.07	feet along same;
54.	231° 20'	400.00	feet along same;

55.	228° 28'	406.74	feet along same;
56.	138° 28'	2.90	feet along same;
57.	228° 28'	14.00	feet along same;
58.	318° 28'	2.90	feet along same;
59.	228° 08'	613.00	feet along same;
60.	221° 11'	33.00	feet along same;
61.	231° 40'	52.50	feet along same;
62.	225° 23'	124.60	feet along same;
63.	135° 23'	1.90	feet along same;
64.	225° 23'	8.50	feet along same;
65.	315° 23'	2.40	feet along same;
66.	223° 44'	435.60	feet along same;
67.	133° 44'	1.80	feet along same;
68.	223° 44'	8.50	feet along same;
69.	313° 44'	2.00	feet along same;
70.	224° 47'	120.00	feet along same;
71.	223° 35'	275.80	feet along same;
72.	133° 35'	2.60	feet along same;
73.	223° 35'	8.50	feet along same;
74.	313° 35'	3.00	feet along same;
75.	234° 04'	111.00	feet along same;
76.	220° 50'	311.87	feet along same;
77.	221° 48'	303.80	feet along same;

78.	131° 48'	1.90	feet along same;
79.	221° 48'	8.50	feet along same;
80.	311° 48'	2.54	feet along same;
81.	221° 13'	345.76	feet along same;
82.	311° 30'	2.00	feet along same to the point of beginning and containing an area of 0.217 acres.

Executive Center
Suite #2506
1088 Bishop Street
Honolulu, Hawaii 96813

August 21, 2026
Tax Map Key: 9-1



HAWAII ENGINEERING GROUP, INC.

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

Clayton M. Kaneshiro
Licensed Professional Land Surveyor
Certificate Number 12972
Exp. Date: 04/30/28

EXHIBIT D

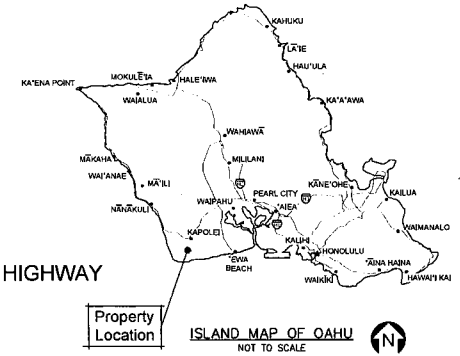
CITY & COUNTY OF HONOLULU

PLAN SHOWING

DESIGNATION OF EASEMENTS

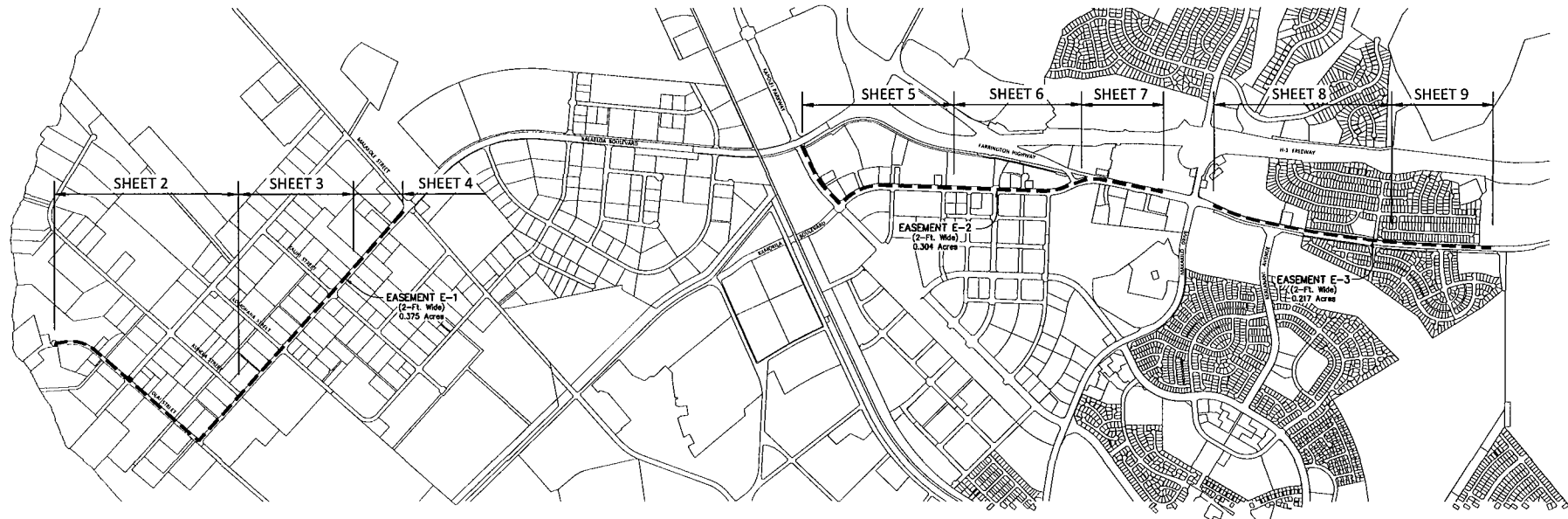
EASEMENT E-1 AFFECTING PORTIONS OF KALAELOA BOULEVARD AND OLAI STREET
EASEMENT E-2 AFFECTING PORTIONS OF KAPOLEI PARKWAY, KAMOKILA BOULEVARD AND FARRINGTON HIGHWAY
AND
EASEMENT E-3 AFFECTING A PORTION OF FARRINGTON HIGHWAY
FOR UNDERGROUND CABLE AND UTILITY PURPOSES
IN FAVOR OF BHC (A PAPE-DAWSON COMPANY)

SITUATE AT
AT HONOLULU, EWA, OAHU, HAWAII
JUNE 22, 2026



This work was prepared by me or under my direct supervision

Clayton M. Kaneshiro
Licensed Professional Land Surveyor
Certificate Number: 12972
Exp. Date: 04/30/28



LOCATION PLAN
NOT TO SCALE



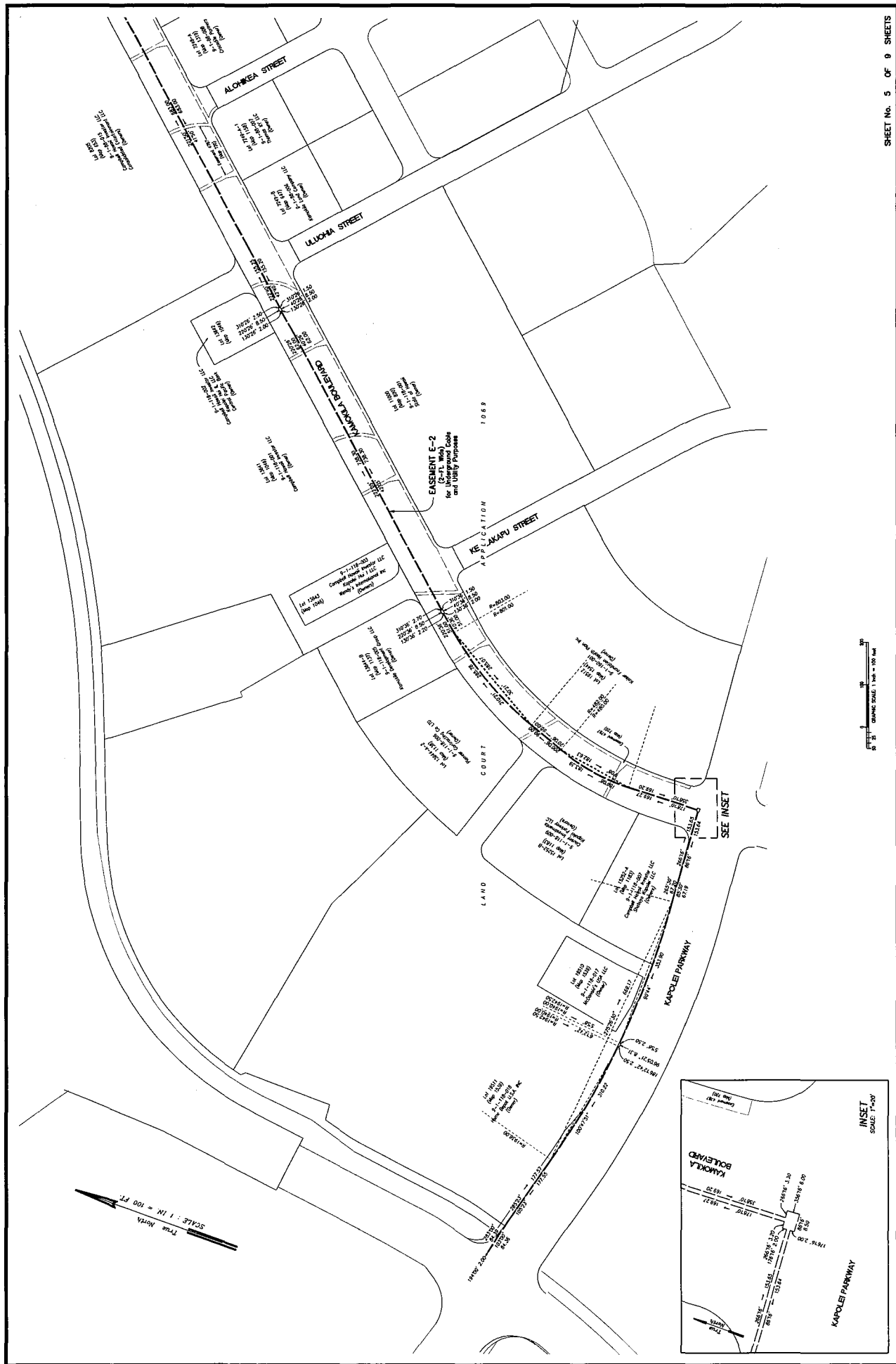
SHEET No. 1 OF 9 SHEETS

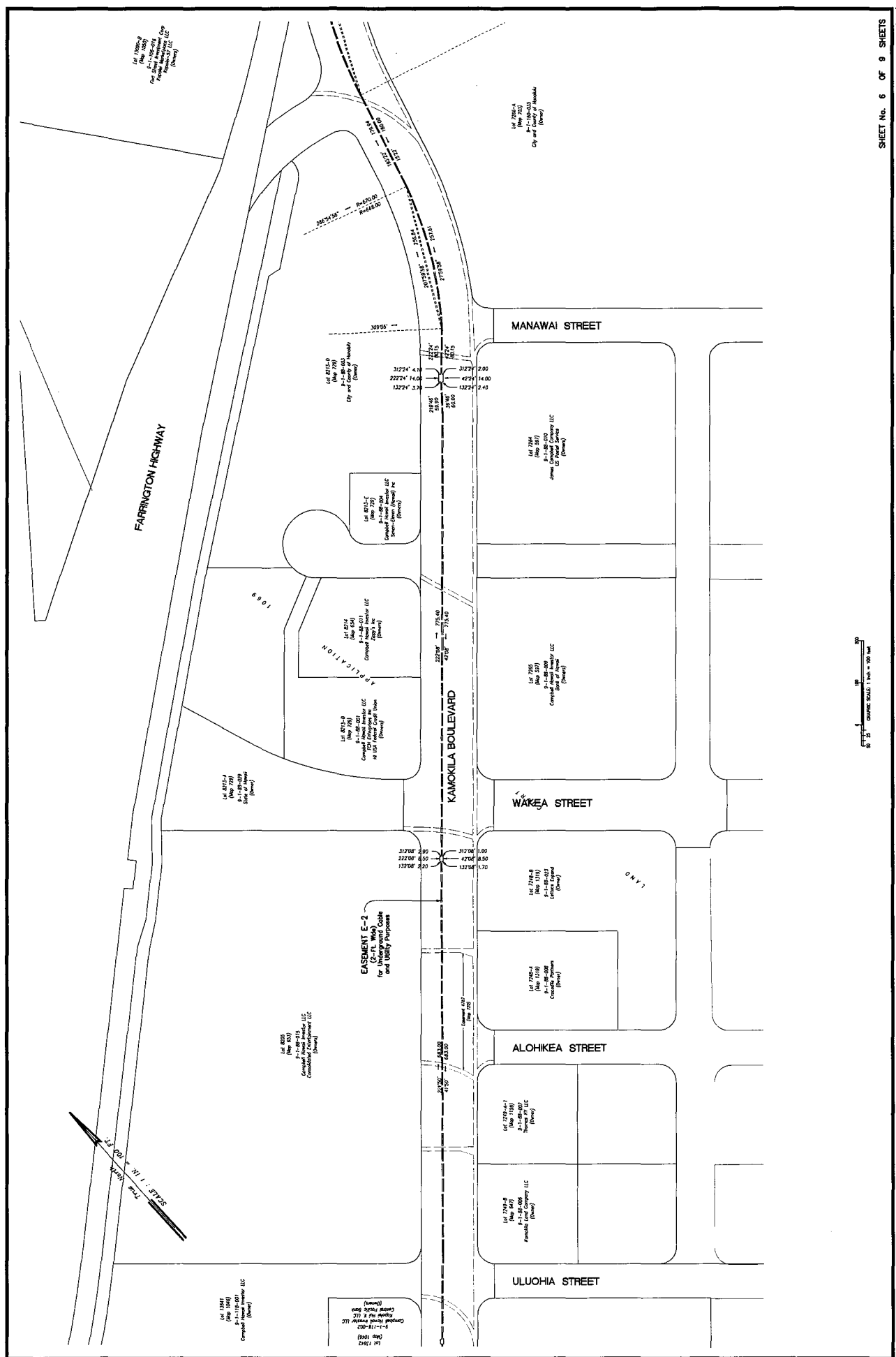
22" x 34"

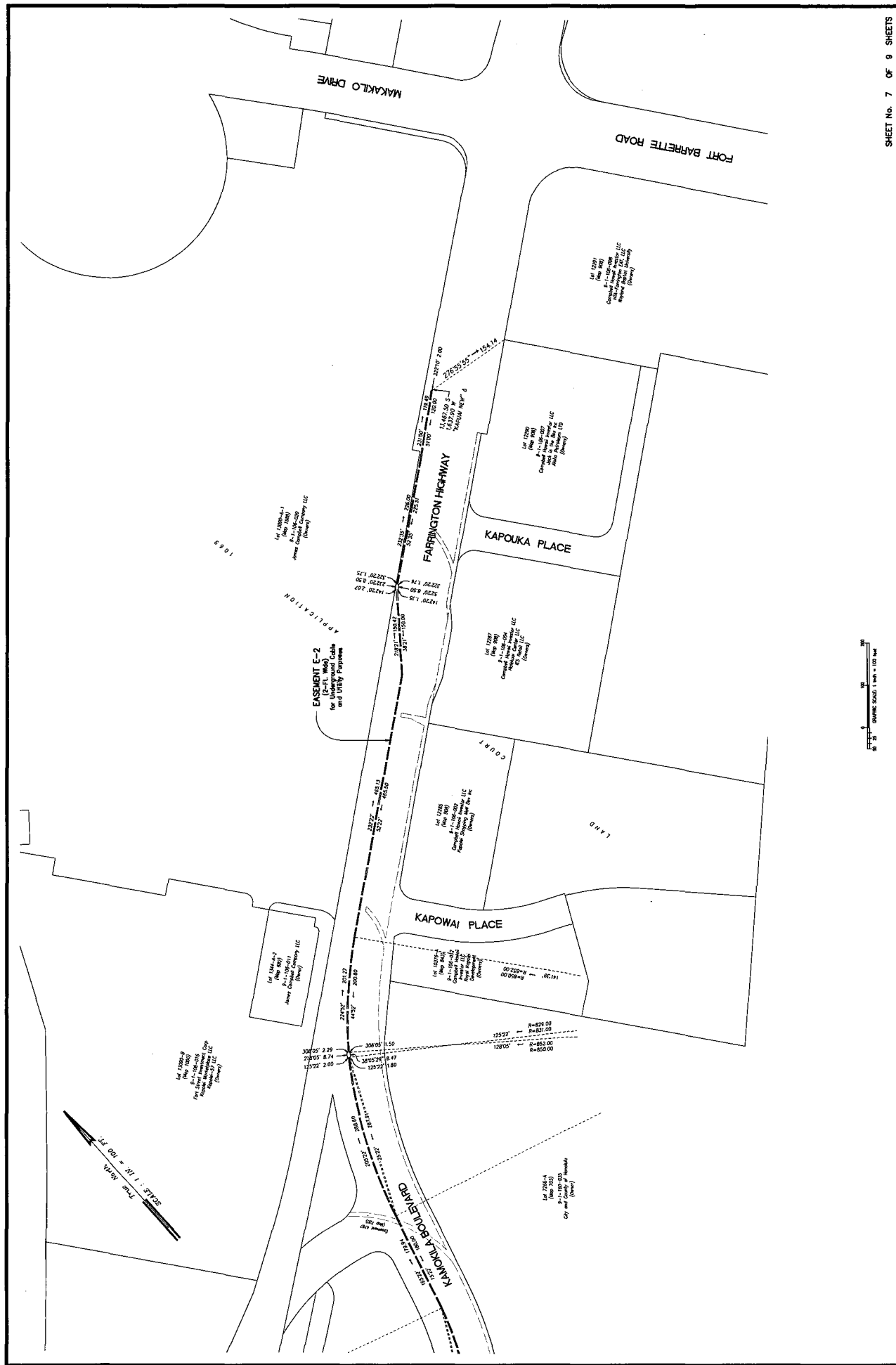


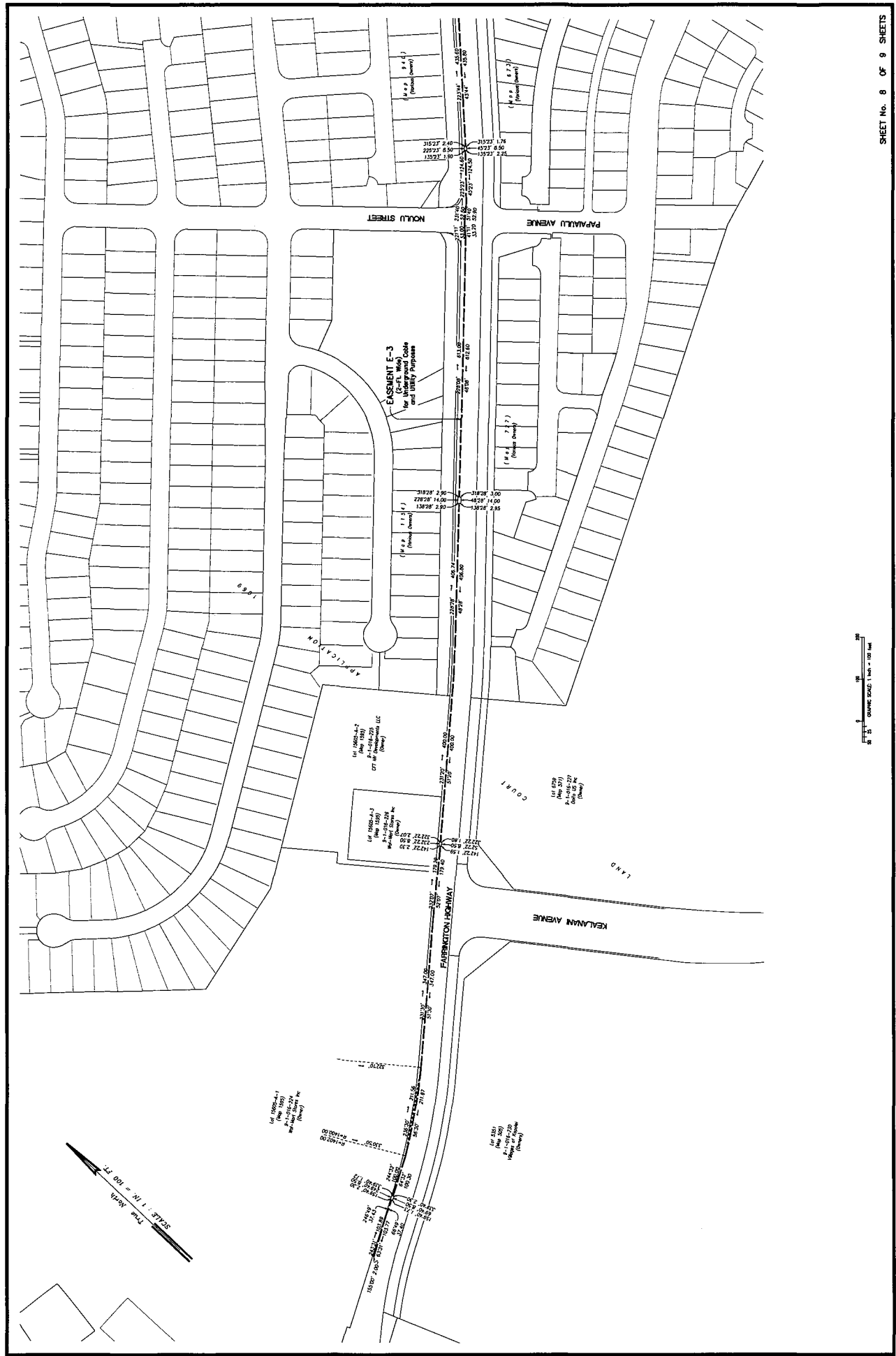
True North
SCALE: 1" = 100 FT.

GRAPHIC SCALE: 1" = 100 FT.









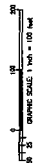
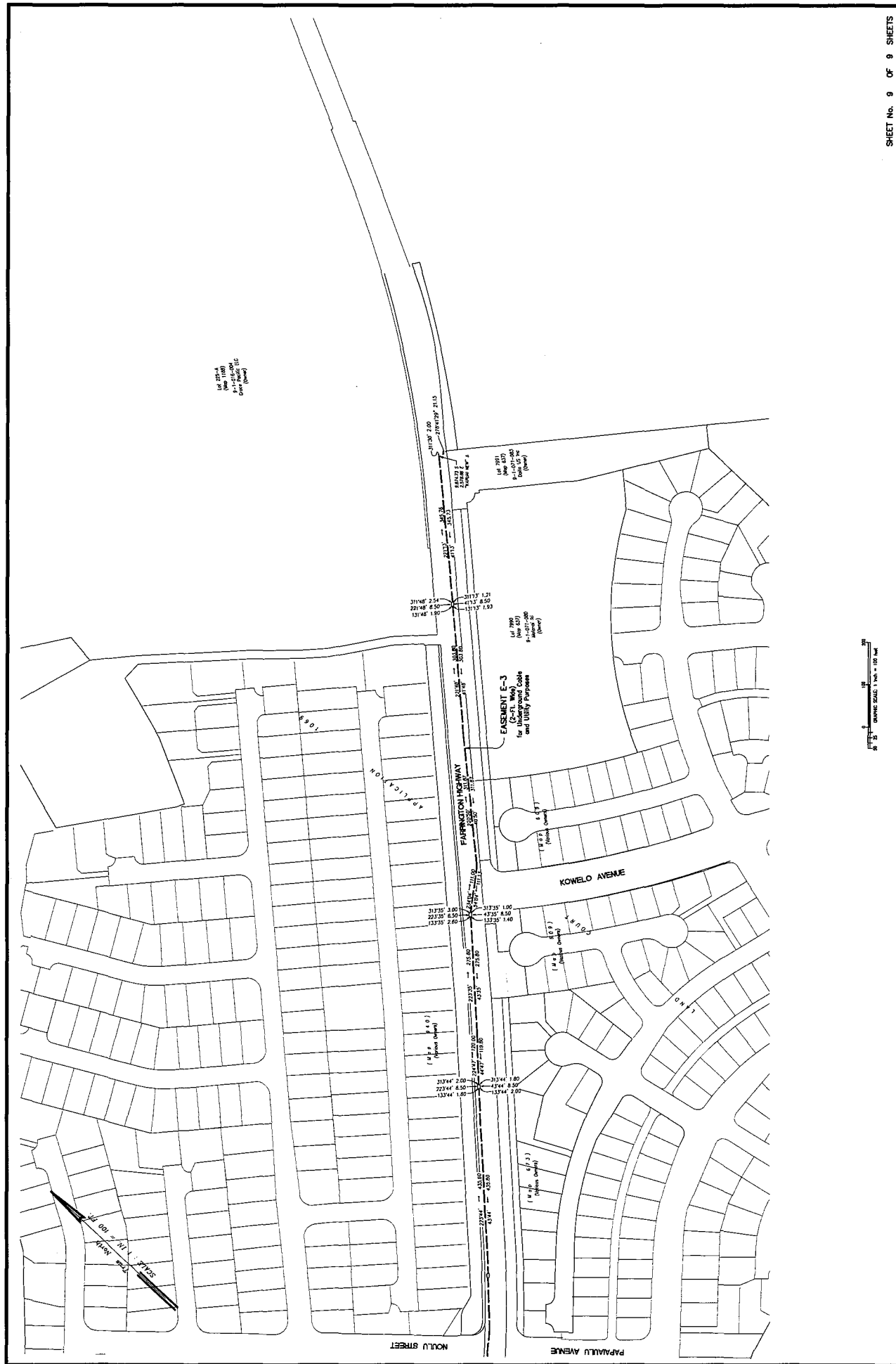
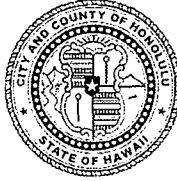


EXHIBIT E

DEPARTMENT OF PARKS AND RECREATION
KA 'OIHANA MĀLAMA PĀKA A ME NĀ HANA HO'ONANEA
CITY AND COUNTY OF HONOLULU

1000 ULU'ŌHI'A STREET, SUITE 308 • KAPOLEI, HAWAII 96707
PHONE: (808) 768-3003 • FAX: (808) 768-3053 • WEBSITE: honolulu.gov/parks

RICK BLANGIARDI
MAYOR
MEIA



LAURA H. THIELEN
DIRECTOR
PO'O

KÉHAULANI R. PU'U
DEPUTY DIRECTOR
HOPE PO'O

September 25, 2026

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
2801 Centerville Road, 1st Floor, PMB 811
Wilmington, DE 19808

Dear Mr. Livingston:

Subject: Acknowledgement of the elements of the Community Benefits Package for use of Barbers Point Beach Park.

The purpose of this letter agreement (this "Agreement") is to acknowledge the agreement between Humuhumu Services LLC ("Humuhumu") and the Department of Parks and Recreation of the City and County of Honolulu ("DPR") for the use of portions of Barbers Point Beach Park. Humuhumu and the City and County of Honolulu ("City") will enter into a grant of easement (the "Grant") that will allow Humuhumu to install certain facilities on portions of City-owned Barbers Point Beach Park (the "Site"). As part of the consideration for the Grant, Humuhumu agreed to implement a community benefits package (the "Package"), the specifics of which are summarized herein.

The specific tasks (each a "Task," and collectively, the "Work") to be undertaken as part of the Package are described below. Humuhumu, at its sole cost and expense, will complete the Work in substantial conformance to Exhibits A, B, C, and D attached hereto and made a part hereof. The expected cost of the Work provided in Exhibit A is for reference purposes only.

1. Fence Repair & Replacement. Humuhumu shall repair or replace the existing fence that runs along the southeasterly park boundary. Such Task shall be done in accordance with the City's Standard Details for Parks and Recreation Construction attached hereto as Exhibit B. Humuhumu shall provide plans/as-built drawings of the security fence to DPR upon completion. The fence line to be repaired or replaced is shown in orange on Exhibit A.

BK

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 2

2. Tree Installation and Maintenance. Humuhumu shall purchase and install the trees described in Exhibit A in accordance with the terms of Exhibits A and C. Upon completion of the installation of the trees, Humuhumu shall notify DPR and request a pre-maintenance inspection ("PMI"), the purpose of which shall be to ensure that the trees meet DPR's quality standards and specifications and have been properly installed. Humuhumu shall provide the City with at least seven (7) days' notice prior to the date of the scheduled PMI. If, at the time of the PMI, all trees are healthy, are the correct species, have proper structure, and are installed in an acceptable manner to DPR, the maintenance period of one (1) year shall commence. During the maintenance period, Humuhumu shall maintain the planted trees in accordance with the terms of Exhibit C and ensure that the planted trees become established and flourish. For any planted trees that are not thriving or in good condition during the maintenance period, the City may, in its sole discretion, require Humuhumu to install replacement trees and maintain such trees for an additional period of one (1) year at no cost to the City.
3. Irrigation System. Humuhumu shall install a working irrigation system, consisting of lines, sprinklers, drippers timers, and other necessary appurtenances sufficient to irrigate the trees to be planted under item 2 above. Such Task shall be done in accordance with the City's Standard Details for Parks and Recreation Construction attached hereto as Exhibit B. Humuhumu shall provide plans/as-built drawings of the irrigation system to DPR upon completion.

The Work shall be subject to the following terms and conditions.

1. Time for Completion. Humuhumu shall proceed diligently and shall complete the Work to the satisfaction and approval of DPR according to the estimated work schedule (the "Schedule") attached hereto as Exhibit D. Humuhumu shall notify DPR in writing of any cause of delay of the Work promptly after such cause of delay arises, and the City may, at its reasonable discretion, modify the Schedule upon receipt of such notice.
2. Maintenance. Humuhumu shall keep the Site reasonably clean during performance of the Work. Upon completion of the Work, Humuhumu shall, at its sole cost and expense, clean the Site and remove all waste, rubbish, temporary structures, and other materials together with all of Humuhumu's property therefrom.
3. Final Inspection. Upon completion of each Task, Humuhumu shall notify DPR and request a final inspection and approval of the completed Task. If DPR determines in its sole discretion that there are any defects, Humuhumu shall remove and replace such defects at its sole cost. If DPR determines in its sole discretion that the completed Task is satisfactory, DPR shall confirm in writing that Humuhumu's obligations relating to the such Task have been satisfied.

BK

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 3

4. Acceptance of Work. Upon City's final acceptance of the Work (the "Final Acceptance Date"), Humuhumu shall transfer to the City all of its right, title, and interest in the improvements and all records, information, materials and other work products, including, but not limited to the completed reports, drawings, plans, and specifications prepared and developed in connection with the provision of the Work pursuant to this Agreement. The City shall thereafter assume all responsibilities for ongoing use and maintenance of the improvements.
5. Representation and Warranty. Humuhumu represents and warrants that it will complete the Work in a manner consistent with the level of care and skill ordinarily exercised by professionals currently providing similar work. Humuhumu further represents and warrants that (i) the materials and equipment to be furnished shall be of good quality and new; and (ii) the Work will conform to the requirements of this Agreement and will be free from defects. Work, materials, or equipment not conforming to these requirements may be considered defective, and Humuhumu shall promptly correct any defective Work. Costs of correcting such defective Work, including additional testing and inspections, the cost of uncovering and replacement, and compensation for any additional services and expenses made necessary thereby, shall be at Humuhumu's expense.

Humuhumu's warranties set forth above shall remain in effect for a period of one (1) year after the Final Acceptance Date (the "Warranty Period"); provided, however, that such period with respect to any item of the Work that is repaired, replaced, modified, or otherwise altered by Humuhumu shall be extended for one (1) year from the date of completion of such repair, replacement, modification or alteration. If any of the Work is found to be not in accordance with the requirements of this Agreement during the Warranty Period, Humuhumu shall correct it promptly after receipt of notice from the City to do so. The City shall give such notice promptly after discovery of the condition. If Humuhumu fails to correct any nonconforming Work within a reasonable time after receipt of notice from the City, the City may correct the Work at Humuhumu's expense.

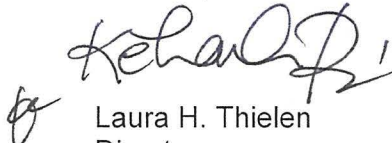
6. Independent Contractor. It is expressly understood and agreed that Humuhumu is an independent contractor, with the authority to control and direct the performance and details of the Work; provided, however, the City retains the general right of inspection by a designated representative in order to judge, whether in the City's sole discretion, such Work is being performed by Humuhumu in accordance with the terms of this Agreement. Humuhumu shall not be deemed to be an agent, servant, representative or employee of the City. This Agreement shall not be construed to create a partnership or joint venture between the City and Humuhumu.



Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 4

7. Entire Agreement. This Agreement constitutes the entire agreement between the City and Humuhumu relating to the subject hereof, and supersede any other written or oral agreements between the City and Humuhumu.
8. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
9. Waiver. The failure of either party to insist upon strict compliance with any term, provision or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of such party's right to enforce the same in accordance with this Agreement.
10. Incorporation into Grant. This Agreement shall be incorporated into the Grant as an exhibit thereto.

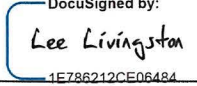
Sincerely,


Laura H. Thielen
Director

cc: BFS
PMRS
DUF
MSS

Acknowledgement by Humuhumu Services LLC

We acknowledge and agree to implement the elements of the Community Benefits Package as outlined in this Agreement.

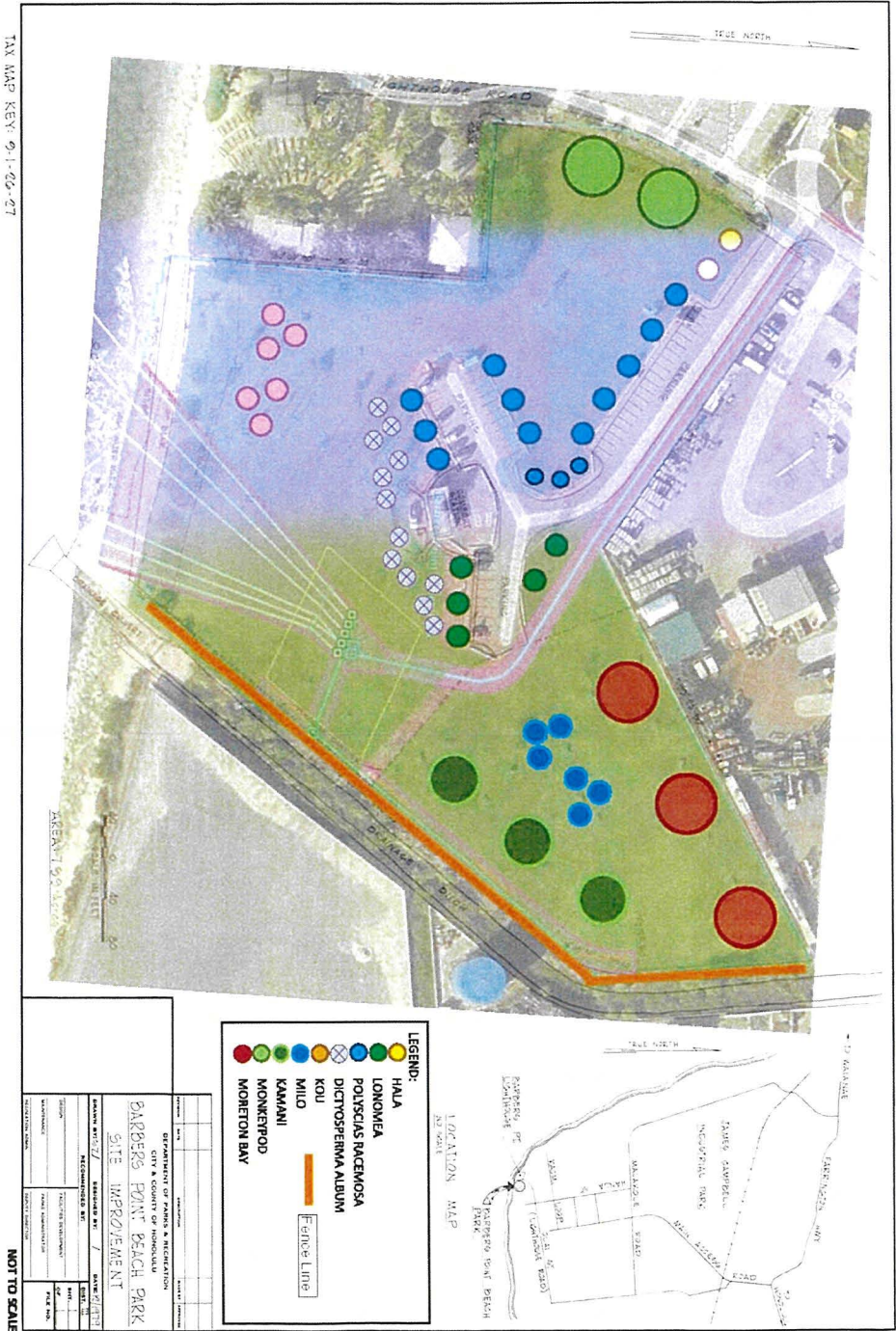
DocuSigned by:

Signature _____ Date: 30 September 2026
Name: Lee Livingston

BK

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 5

Exhibit A

Barber's Point Beach Park, Kalaheo





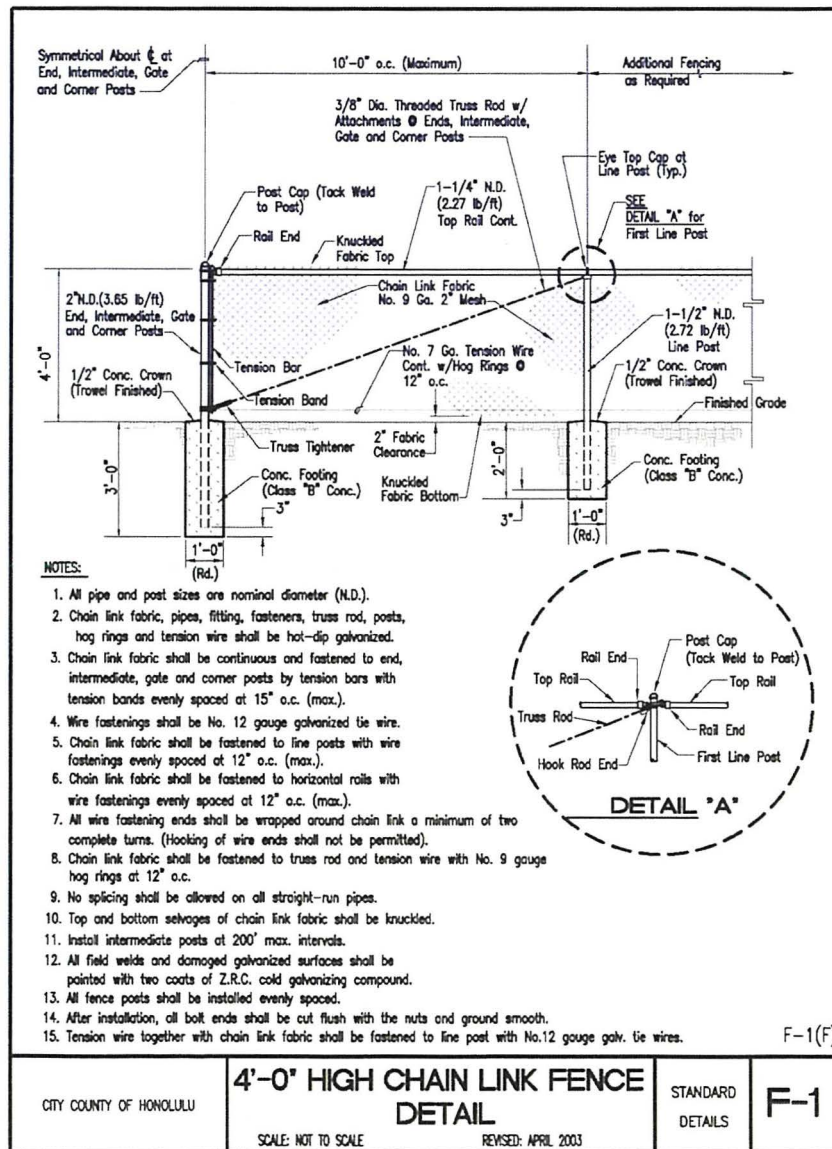
Mr. Lee Livingston, Project Manager
 Humuhumu Services LLC and Starfish Infrastructure, Inc.
 September 25, 2026
 Page 6

Barbers Point Beach Park - Conceptual Site Improvements with Cost Estimates (Landscape and Irrigation Installation and Maintenance)

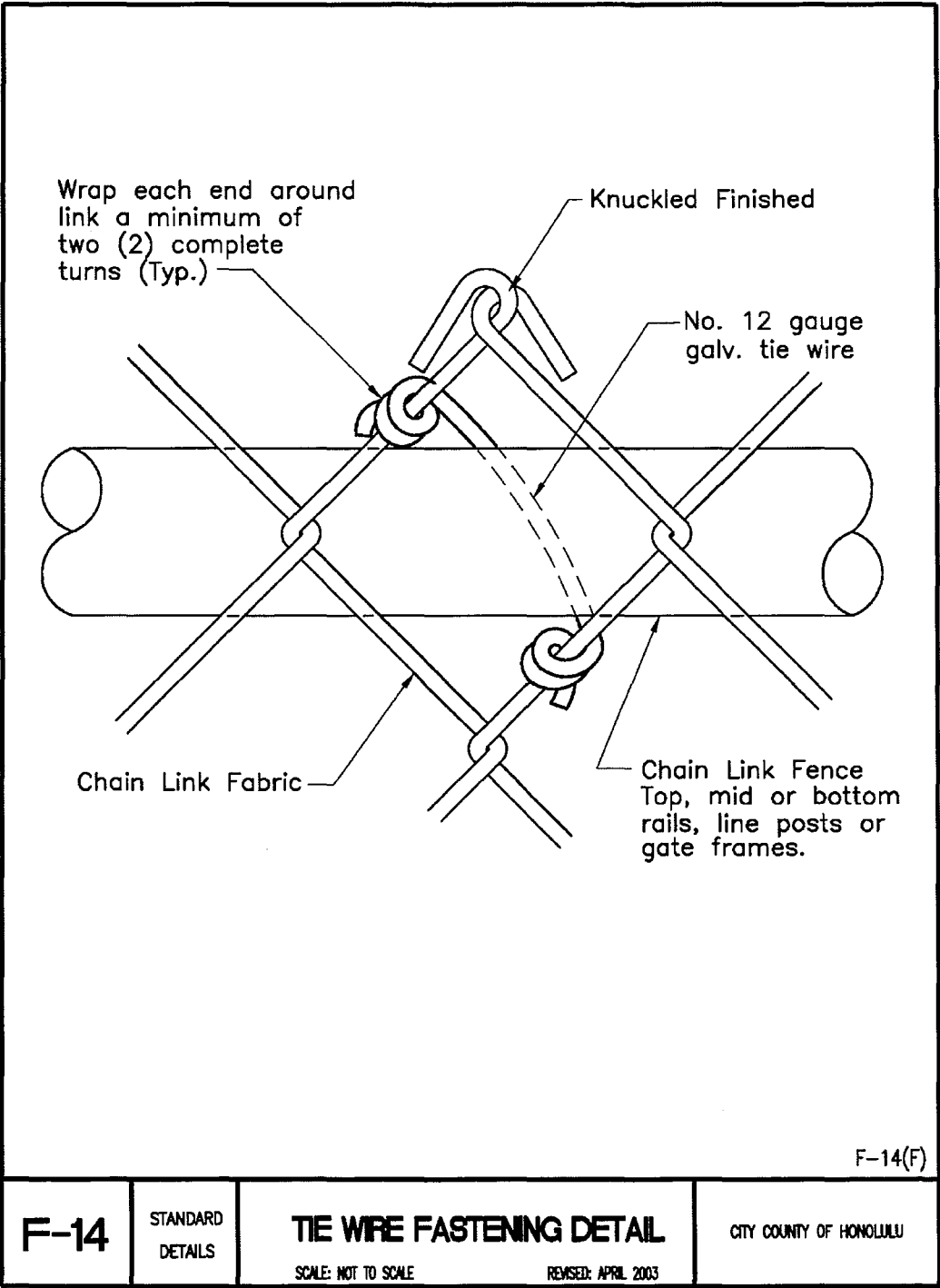
Trees	Price	Quantity	Total	Comments
Hala	\$300.00	2	\$600.00	25-gallon container
Lonomea	\$350.00	16	\$5,600.00	25-gallon container
Polyscias Racemosa	\$400.00	3	\$1,200.00	25-gallon container
Dictyosperma album (palm)	\$500.00	12	\$6,000.00	25-gallon container; or similar
Kou	\$300.00	6	\$1,800.00	25-gallon container
Milo	\$300.00	6	\$1,800.00	25-gallon container
Kamani	\$300.00	3	\$900.00	25-gallon container
Monkeypod	\$300.00	2	\$600.00	25-gallon container
Moreton Bay Fig	\$400.00	3	\$1,200.00	25-gallon container
		53	\$20,628.26	Total (including 4.712% tax)
Supplies	Price	Quantity	Total	Comments
Wooden Stakes (round)	\$7.00	212	\$1,484.00	4 stakes per tree
Arbor Tie	\$60.00	2	\$120.00	8 ties per tree, 5' per stake, 250' per roll
Roofing Nail	\$10.00	2	\$20.00	196 per box
Trunk Guard	\$5.00	53	\$265.00	1 guard per tree
Watering Bag (TreeGator)	\$30.00	53	\$1,590.00	1 bag per tree
Fertilizer (granular)	\$2.00	53	\$106.00	quick (10-30-10) and slow release (15-9-12)
			\$3,753.93	Total (including 4.172% tax)
Installation	Cost	Lump Sum	Total	Comments
Installation (containerized)	\$2,500.00	53	\$132,500.00	
Mobilization	\$10,000.00	1	\$10,000.00	
Varying Site Conditions	\$10,000.00	1	\$10,000.00	
Traffic Control	\$5,000.00	1	\$5,000.00	
Performance Bond	\$2,500.00	1	\$2,500.00	
			\$160,000.00	
			\$184,382.19	Total
Maintenance	Cost	Lump Sum	Total	Comments
12-Month Extended Maintenance	\$10,000.00	4	\$40,000.00	watering and early tree care
			\$224,382.19	Grand Total (trees, supplies, installation, and maintenance)
Irrigation				
(includes materials, supplies, and labor)			\$73,752.88	Total (40% of overall cost)
			\$298,135.06	Overall Total (Landscaping and Irrigation)
			\$310,358.60	(includes 4.1% inflation rate)

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 7

Exhibit B
City and County of Honolulu Standard Details for Parks and Recreation
Construction
Fencing



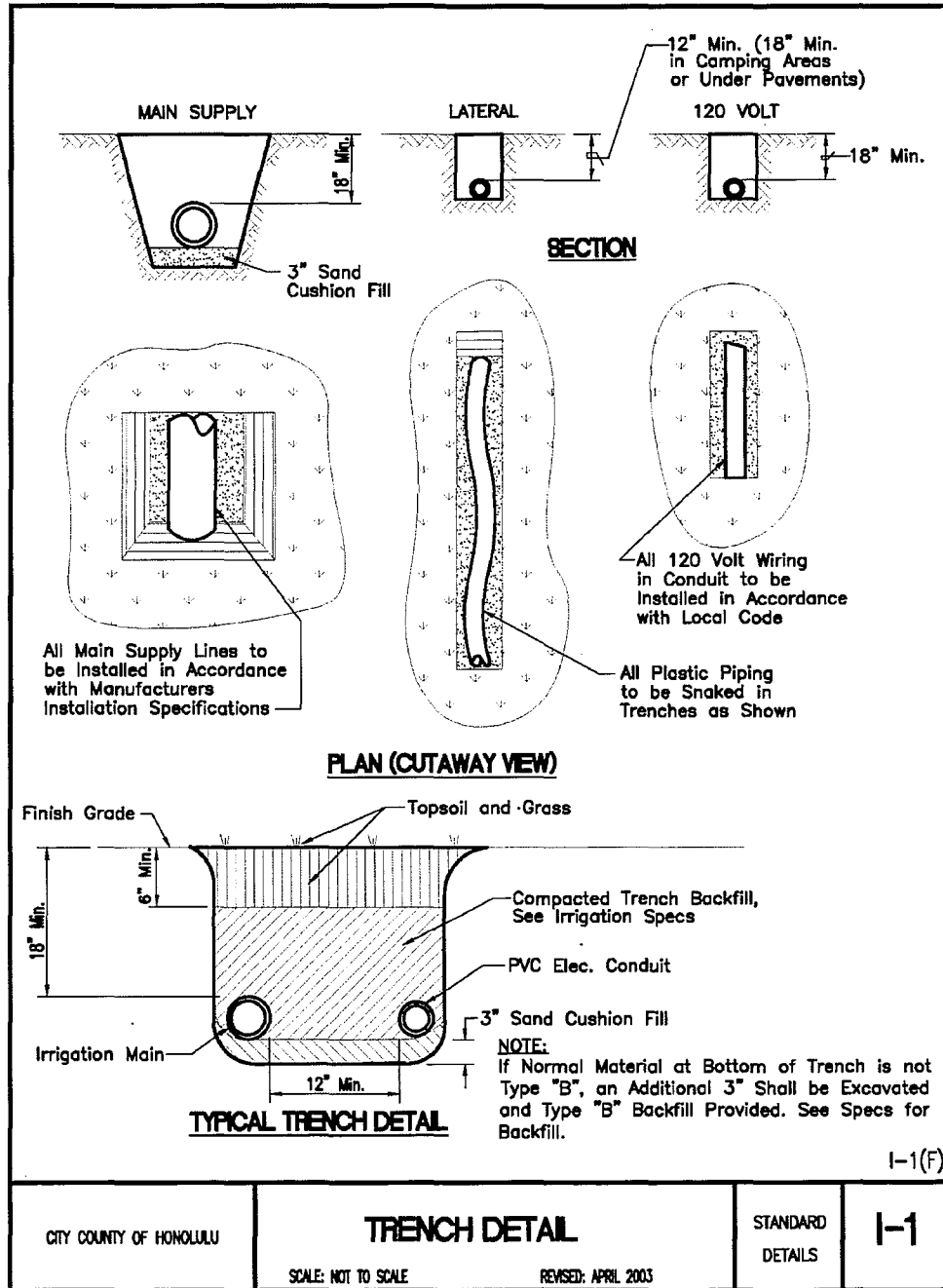
Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 8



BK

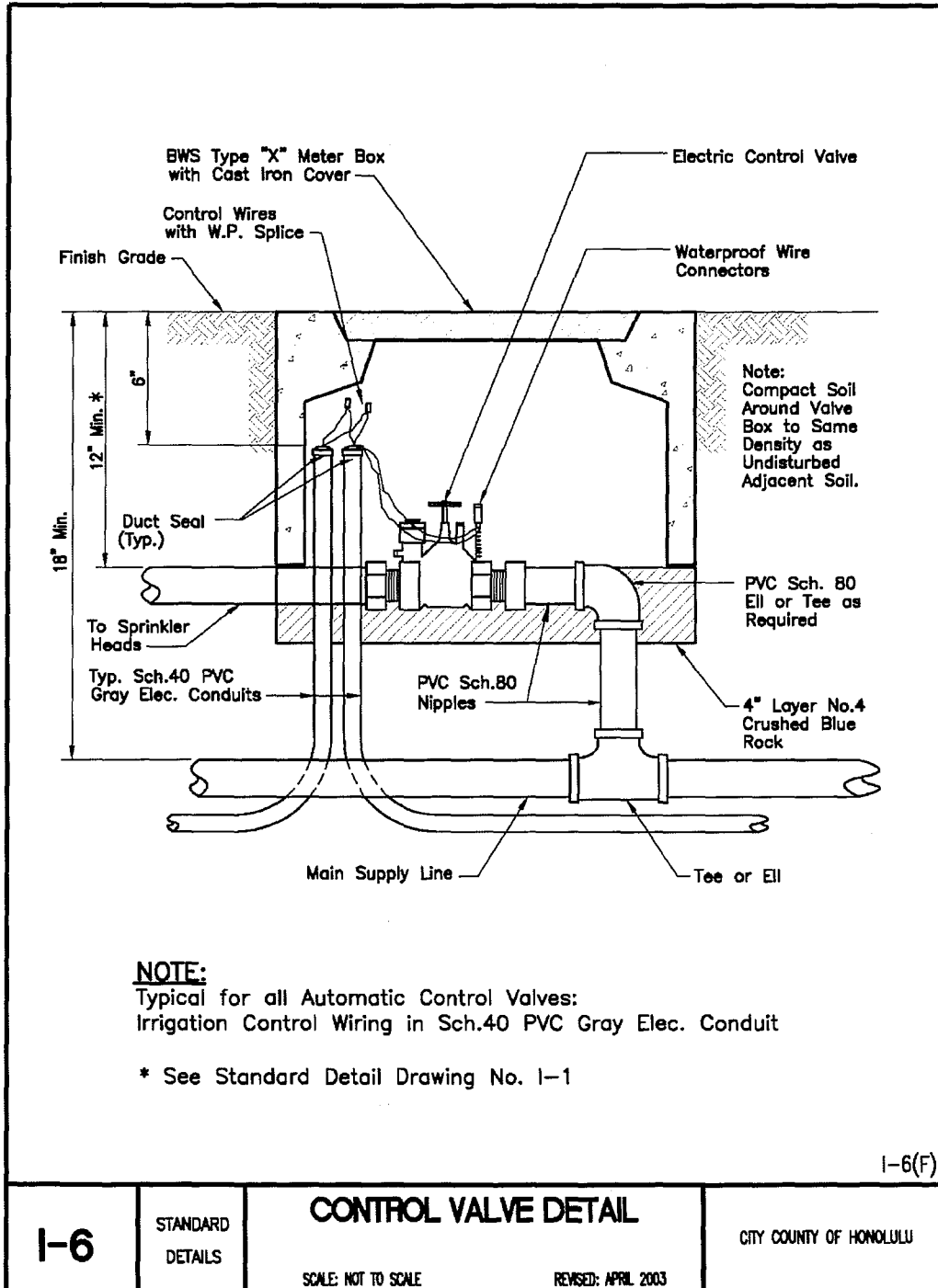
Mr. Lee Livingston, Project Manager
 Humuhumu Services LLC and Starfish Infrastructure, Inc.
 September 25, 2026
 Page 9

Irrigation



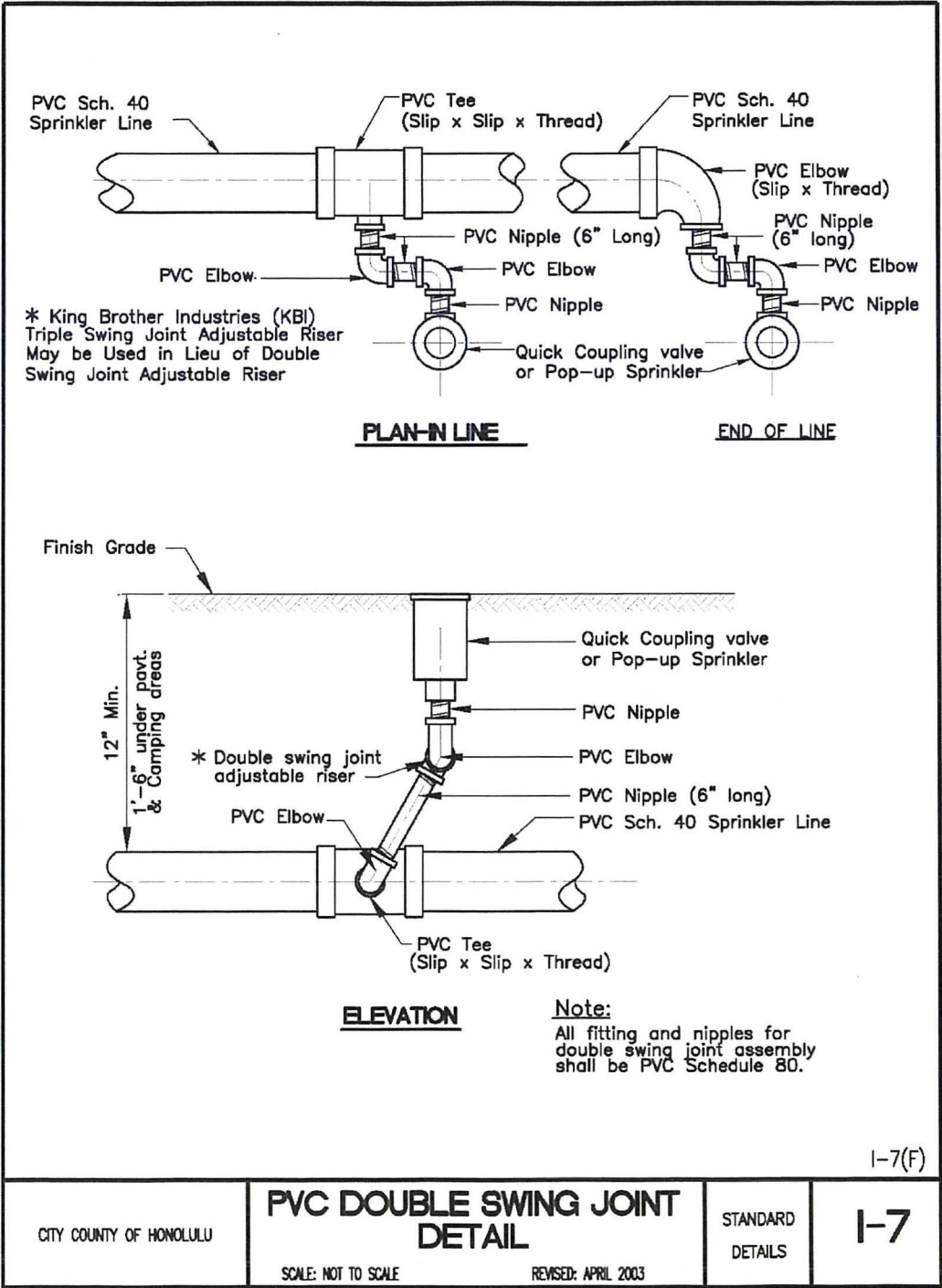
BK

Mr. Lee Livingston, Project Manager
 Humuhumu Services LLC and Starfish Infrastructure, Inc.
 September 25, 2026
 Page 10



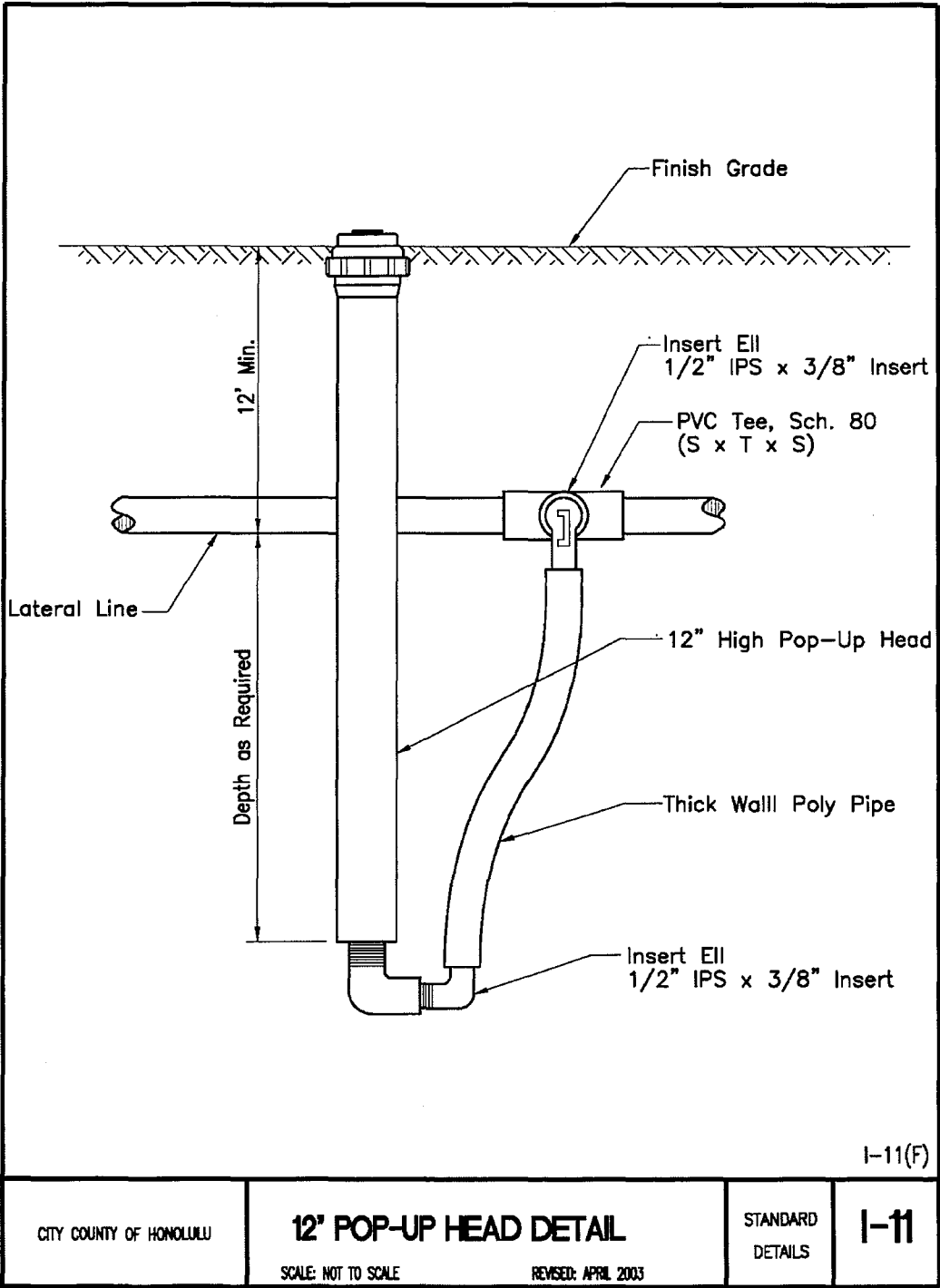
BK

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 11



BK

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 12



BK

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 13

Exhibit C - Tree Installation & Maintenance at Barber's Point Beach Park

Pre-Tree Installation

1. Humuhumu shall arrange a Pre-Installation Tree Inspection, where the trees can be inspected at the source nursery before being transported to the planting location. Humuhumu shall provide the City at least seven days' notice for Pre-Installation Tree Inspection. The selected trees shall be inspected at the place of growth. The City reserves the right to reject trees that have wounds or damage, poor structure, infestations, deficiencies, and/or are otherwise poor specimens.

Tree Installation

1. Place the tree where the top of the root ball is level to the existing grade. Where poor drainage prevails, the top of the root ball shall be planted 1 to 2 inches above the existing grade. Taper the exposed root ball with topsoil.
2. Dig the planting hole at least two to three times the size of the root ball, scarifying the sides of the pit to prevent glazing.
3. Backfill the planting pit with native soil.
4. Probe the planting pit with water to stabilize the tree and minimize air pockets around the root ball. The probe and water are used to move soil or sand down in the planting pit. Backfill with existing soil, imported topsoil and/or washed sand. Fine grade to a smooth continuous surface while compacting the area and to remove debris and rocks. During the maintenance period, continue to probe the planting pit and backfill holes.
5. Remove and dispose of excess soil, materials and debris excavated from the planting pit and/or generated from any work.
6. Spread fertilizer tablets evenly around the root ball at mid depth. Keep the tablets away from the root ball and use the recommended amount according to the Safety Data Sheet (SOS) and/or label.
7. Wooden tree stakes shall be positioned on the outside of the root ball to prevent root damage. Place the stake on the upwind side of the tree. Additional stakes may be required for stability. If the branches of the tree are rubbing against the stake, lower the height of the stake. Flexible tie straps shall be used as they are pliable. Installation of a minimum of three (3) tree stakes per tree is required.
8. Install metal t-post stakes in the same manner as wooden tree stakes, however, ensure that the flange is buried below the soil line. Installation of a plastic cap on the top of each t-post is required.
9. An appropriate number of arbor guards shall be installed on each tree trunk, joining them to ensure that they completely surround the entire circumference of the trunk. Allow the guard to remain open at the end to allow for enlargement of girth as tree grows.

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Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 14

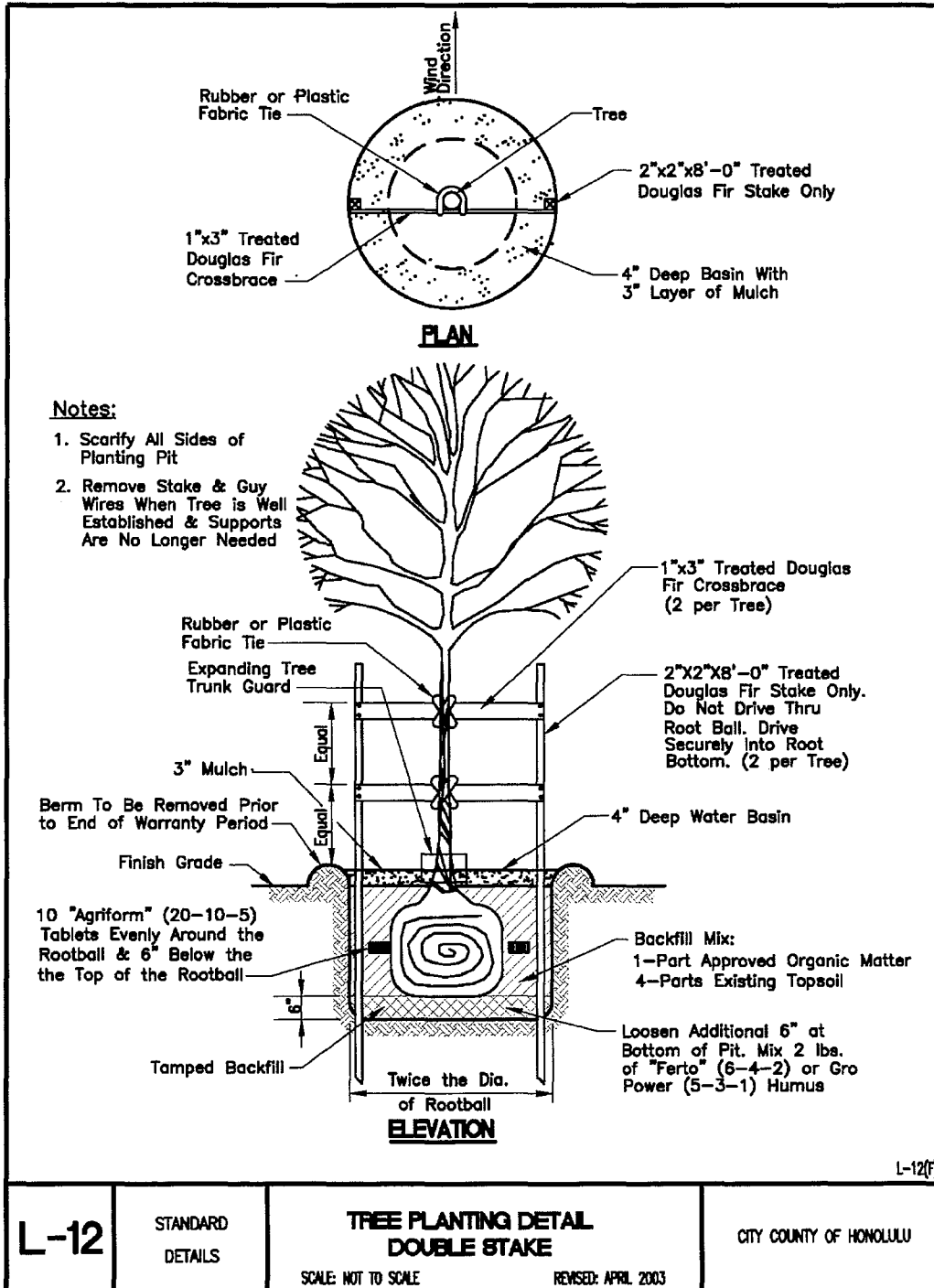
10. Larger trees shall be secured by guying - allow a 4-inch space between the trunk and/or branch and the wire encased in rubber hose. This will prevent or minimize girdling as the tree becomes established. Guy wires shall be taut, but allow for slight swaying movement and shall be marked by long ribbons of flagging tape.
11. Watering Devices. Provide, install, and use new watering devices. Secure the watering device(s) with nylon rope, plastic zip ties, or as specified by the City, allowing at least a 4-inch space between the device and the trunk of the tree. At the end of the maintenance period, the watering devices shall be left on and become property of the City.

Tree Maintenance

1. General and Corrective Pruning. Remove broken, damaged, and crossing branches; remove stubs, suckers, and sprouts. Thin interiors and raise canopies to allow for proper structure and height. Minimal pruning shall be performed during or immediately after installation to alleviate transplant shock. It is best to wait until the tree shows signs of establishment and flushing of new growth before pruning.
2. Watering. At a minimum, Humuhumu shall water two times a week on either a Monday/Thursday or Tuesday/Friday watering schedule.
 - a. Water Service: City shall furnish water to Humuhumu without charge, from existing water lines already serving the park or City facility. Humuhumu shall furnish all labor, materials, and equipment necessary to convey the water. Humuhumu shall use all precautions to conserve water. At the start and upon completion of the contract, an inspection of the water lines shall be conducted by parks personnel to document the existing condition and any damage that occurred during the maintenance period, and Humuhumu shall be responsible for such damages. Humuhumu shall report any water line damage upon discovery to the City.
 - b. When filling the watering device(s) during each bi-weekly application, water shall be added to the planting pit to improve soil saturation.
 - c. When filling the watering device, fill the bag with one or two inches of water, then stop, lift the device off the ground and set it back down. This helps prevent the bottom from creasing and covering the exit holes.
 - d. Follow the manufacturer's instructions and watering recommendations on the proper way to fill the watering devices.

BK

Mr. Lee Livingston, Project Manager
 Humuhumu Services LLC and Starfish Infrastructure, Inc.
 September 25, 2026
 Page 15



BK

Mr. Lee Livingston, Project Manager
Humuhumu Services LLC and Starfish Infrastructure, Inc.
September 25, 2026
Page 16

Exhibit D – Estimated Work Schedule

The estimated work schedule is presented below. This schedule is subject to change upon approval by the City and is presented herein to set general expectations.

- Commencement of Humuhumu utility installation work: November 1, 2026
- Completion of utility installation work: April 2027
- Commencement of the Work: May 2027
- Final inspection & transfer of fencing and irrigation improvements to DPR: August 2027
- Commencement of 1-year warranty for fencing and irrigation improvements: August 2027
- Pre-Maintenance Inspection for the trees : August 2027
- Commencement of the maintenance period for the trees: August 2027
- Expiration of 1-year warranty for fencing and irrigation improvements: July 2028
- Final inspection & transfer of the trees to DPR: July 2028
- Commencement of 1-year warranty for the trees: July 2028
- Expiration of 1-year warranty for the trees: June 2029

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Report Title:

Grant of Easements; Barbers Point Beach Park; City-owned portions of various roads; Department of Budget and Fiscal Services ("BFS"); Department of Parks and Recreation ("DPR"); Department of Facility Maintenance ("DFM"); Appraisal range of value; Humuhumu Services, LLC; O'ahu Subsea Telecommunications Project.

The summary description of legislation appearing on this page is for informational purposes only and is not legislation or evidence of legislative intent.