

BENJAMIN M. MATSUBARA, #993-0  
CURTIS T. TABATA, #5607-0  
Matsubara, Kotake & Tabata  
888 Mililani Street, Suite 308  
Honolulu, Hawai'i 96813



Attorneys for Petitioner  
GENTRY INVESTMENT PROPERTIES

BEFORE THE LAND USE COMMISSION  
OF THE STATE OF HAWAII

In The Matter Of The Petition Of	)	DOCKET NO. A03-738
	)	
GENTRY INVESTMENT PROPERTIES,	)	PETITIONER GENTRY
A Hawai'i Limited Partnership	)	INVESTMENT PROPERTIES'
	)	SECOND SUPPLEMENTAL
To Amend the Agricultural Land Use District	)	MEMORANDUM IN SUPPORT
Boundary Into the Urban Land Use District	)	OF PETITIONER'S MOTION
for Approximately 282.614 Acres of Land at	)	FOR AN ORDER RELEASING
`Ewa, O'ahu, Hawai'i, Tax Map Key Nos:	)	CONDITIONS 1 THROUGH 22;
9-1-10: 7 And 9-1-69:5	)	DECLARATION OF QUENTIN
	)	MACHIDA; EXHIBITS "23 - 32";
	)	CERTIFICATE OF SERVICE
_____	)	

PETITIONER GENTRY INVESTMENT PROPERTIES' SECOND SUPPLEMENTAL  
MEMORANDUM IN SUPPORT OF PETITIONER'S MOTION FOR AN  
ORDER RELEASING CONDITIONS 1 THROUGH 22

Comes now, Petitioner GENTRY INVESTMENT PROPERTIES ("Petitioner" or  
"Gentry"), by and through its attorneys, MATSUBARA, KOTAKE & TABATA, and  
respectfully submits its Second Supplemental Memorandum in Support of Petitioner's  
Motion for an Order Releasing Conditions 1 through 22 ("Motion").



Petitioner hereby provides the following documents as additional exhibits in support of the Motion.

Condition 13. **Avigation and Noise Easement.** Attached hereto and incorporated herein respectively as Exhibits “23” through “32”, are the following: Grant of Avigation and Noise Easement recorded on January 24, 2011 as Land Court Document No. 4042096; Grant of Avigation and Noise Easement recorded on October 26, 2010 as Land Court Document No. 4013442; Grant of Avigation and Noise Easement recorded on October 26, 2010 as Land Court Document No. 4013443; Grant of Avigation and Noise Easement recorded on November 19, 2010 as Land Court Document No. 4021980; Grant of Avigation and Noise Easement recorded on January 5, 2011 as Land Court Document No. 4035478; Grant of Avigation and Noise Easement recorded on January 7, 2011 as Land Court Document No. 4036407; Grant of Avigation and Noise Easement recorded on January 10, 2011 as Land Court Document No. 4036963; Grant of Avigation and Noise Easement recorded on January 20, 2011 as Land Court Document No. 4041168; Grant of Avigation and Noise Easement recorded on February 4, 2011 as Land Court Document No. 4046416; and Grant of Avigation and Noise Easement recorded on January 24, 2011 as Land Court Document No. 4042097.

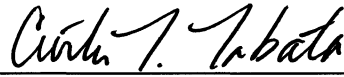
Exhibits “16” and Exhibits “23” through “32” constitute the avigation and noise easements required for the Project in satisfaction of condition 13.



DATED: Honolulu, Hawai'i, September 5, 2025.

Of Counsel:

MATSUBARA, KOTAKE & TABATA  
A Law Corporation

A handwritten signature in black ink, reading "Curtis T. Tabata", is positioned above a horizontal line.

BENJAMIN M. MATSUBARA

CURTIS T. TABATA

Attorneys for Petitioner

GENTRY INVESTMENT PROPERTIES



BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In The Matter Of The Petition Of	)	DOCKET NO. A03-738
	)	
GENTRY INVESTMENT PROPERTIES,	)	DECLARATION OF QUENTIN
A Hawai'i Limited Partnership	)	MACHIDA
	)	
To Amend the Agricultural Land Use District	)	
Boundary Into the Urban Land Use District	)	
for Approximately 282.614 Acres of Land at	)	
'Ewa, O'ahu, Hawai'i, Tax Map Key Nos:	)	
9-1-10: 7 And 9-1-69:5	)	
_____	)	

**DECLARATION OF QUENTIN MACHIDA**

QUENTIN MACHIDA states as follows:

1. I am over 18 years of age, and I am the President and Chief Executive Officer of Gentry Homes, Ltd. I have personal knowledge of the matters contained in this Declaration, and, if called upon to testify, I could and would competently testify thereto.

2. Attached to Petitioner Gentry Investment Properties' Second Supplemental Memorandum in Support of Petitioner's Motion for an Order Releasing Conditions 1 Through 22 ("Second Supplemental Memorandum") as Exhibit "23" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on January 24, 2011 as Land Court Document No. 4042096.



3. Attached to the Second Supplemental Memorandum as Exhibit "24" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on October 26, 2010 as Land Court Document No. 4013442.

4. Attached to the Second Supplemental Memorandum as Exhibit "25" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on October 26, 2010 as Land Court Document No. 4013443.

5. Attached to the Second Supplemental Memorandum as Exhibit "26" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on November 19, 2010 as Land Court Document No. 4021980.

6. Attached to the Second Supplemental Memorandum as Exhibit "27" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on January 5, 2011 as Land Court Document No. 4035478.

7. Attached to the Second Supplemental Memorandum as Exhibit "28" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on January 7, 2011 as Land Court Document No. 4036407.

8. Attached to the Second Supplemental Memorandum as Exhibit "29" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on January 10, 2011 as Land Court Document No. 4036963.



9. Attached to the Second Supplemental Memorandum as Exhibit "30" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on January 20, 2011 as Land Court Document No. 4041168.

10. Attached to the Second Supplemental Memorandum as Exhibit "31" is a true and correct copy of the Grant of Avigation and Noise Easement recorded on February 4, 2011 as Land Court Document No. 4046416.

11. Attached to the Second Supplemental Memorandum as Exhibit "32" is a true and correct copy of the and Grant of Avigation and Noise Easement recorded on January 24, 2011 as Land Court Document No. 4042097.

I declare under penalty of law that the foregoing is true and correct.

Dated: Honolulu, Hawai'i, September 2, 2025.

  
QUENTIN MACHIDA



2/10/11



L-121 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED

JAN 24, 2011 08:01 AM

Doc No(s) 4042096  
on Cert(s) 833,569



20 1/2 Z10

/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

*[Signature]*

LC  
①

Return by Mail ( ) Pickup ( X ) To:  
Gentry Homes, Ltd. - Attn: md  
P. O. Box 295  
Honolulu, HI 96809-0295

**ITC** 324024  
Total No. Pages: 12

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lots 17304 TO 17308, inclusive, Map 1326, Ld.Ct.App. 1069

CT Nos.: 833,569

Tax Map No. (1) 9-1-150: 072 to 075



## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 27th day of December, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor made a reservation in the following deed to reserve the right for itself to designate, delete, relocate, realign, reserve, hold and/or grant any easements and rights of ways over, under and on the property described in and covered by that certain Deed with Reservations dated July 3, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3779808 (hereinafter referred to as the "Deed").

WHEREAS, the Deed covers that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-10:7, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", all exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor has developed the Property for landscape use in a residential area, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the



operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:
  - (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, of all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.
  - (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including



but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall



inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.



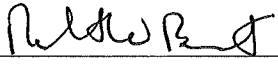
14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.

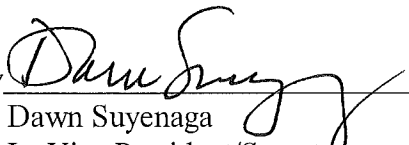
*[The remainder of this page intentionally left blank. Signatures begin immediately on next page.]*



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation

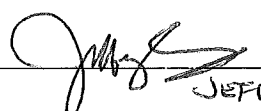
By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”

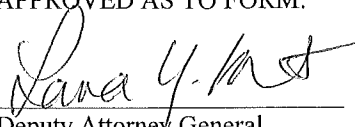
[Grant of Avigation and Noise Easement  
Ewa by Gentry – Area 37, Ph 2 Landscape Lots 17304 to 17308, Map 1326, Ld. Ct. App. 1069]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: JEFFREY CHANG  
Title: ACTING DIRECTOR OF TRANSPORTATION

“Grantee

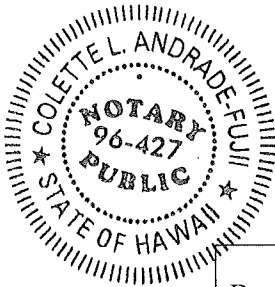
APPROVED AS TO FORM:

  
Deputy Attorney General



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

On DEC x 2 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.

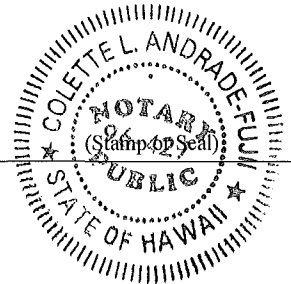


*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii  
Printed Name of Notary: Colette L. Andrade-Fujii  
My commission expires: July 7, 2012

Doc. Date: Undated at time of Notarization #Pages: 12  
Name: Colette L. Andrade-Fujii First Circuit  
Doc. Description: Grant of Avigation and Noise Easements:

*Colette L. Andrade-Fujii* DEC x 2 2010  
Signature Date  
NOTARY CERTIFICATION





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

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



**EXHIBIT "A"**

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

**Lots 17304 to 17308**, inclusive, as shown on Map 1326, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased;

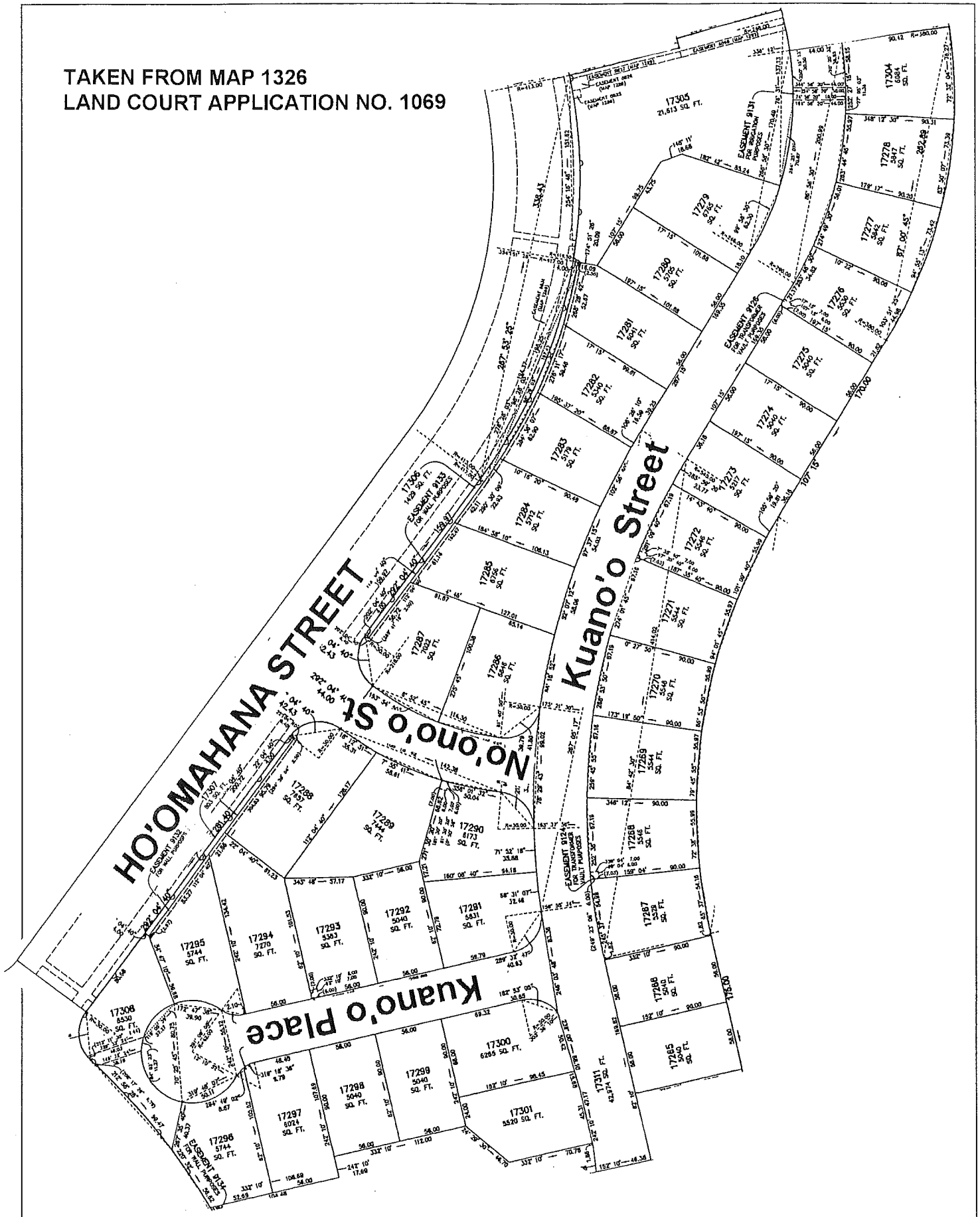
Being the land described in Land Court Certificate of Title No. 833,569 issued to Ewa by Gentry Community Association, a Hawaii non-profit corporation.

End of Exhibit "A"



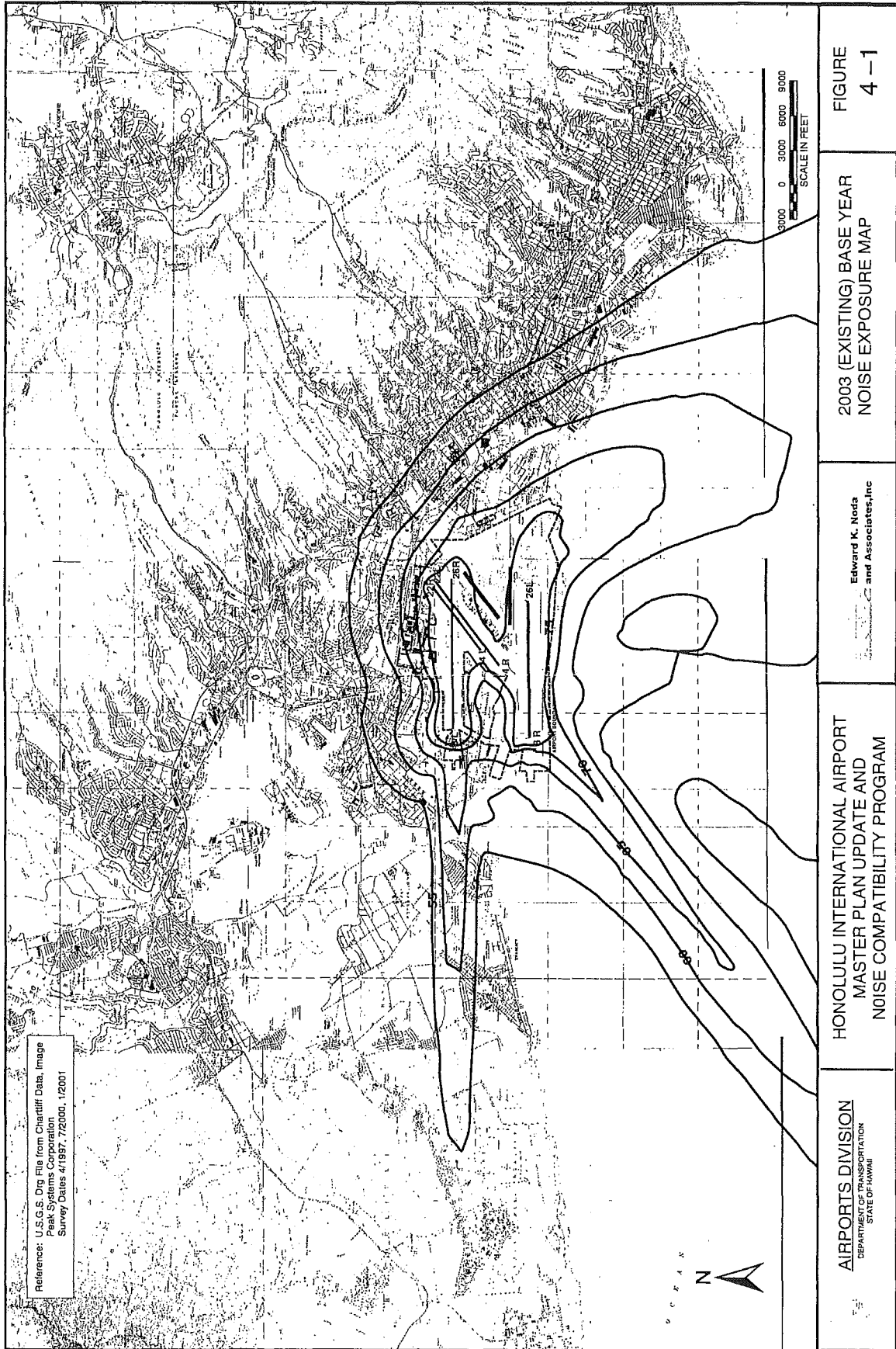
**EXHIBIT "B"**

TAKEN FROM MAP 1326  
LAND COURT APPLICATION NO. 1069





**EXHIBIT "C"**




**EXHIBIT "C"**



I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4013442  
CTN 892,179  
OCT 26, 2010 08:01 AM

  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

LC  
Return by Mail ( ) Pickup ( ) To:

ITC 342920  
Total No. Pages: 11

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Investment Properties  
State of Hawaii

Property Affected: Lots 18990 and 18991, Map 1517, Ld. Ct. App. 1069

CT Nos.: 892,179

Tax Map No. 9-1-69:005



## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 8th day of October, 2010, by GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership, by its general partner NTM LLC, whose address is 560 N. Nimitz Highway, Honolulu, Hawaii 96817 (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor holds title to portions of that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-69:5, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", both exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor will develop the Property for residential, industrial and commercial uses, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may



subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:
  - (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.
  - (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.



3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an



indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.

14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY INVESTMENT PROPERTIES

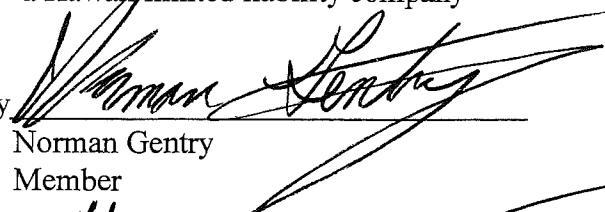
a Hawaii limited partnership

By Its General Partner:

NTM LLC

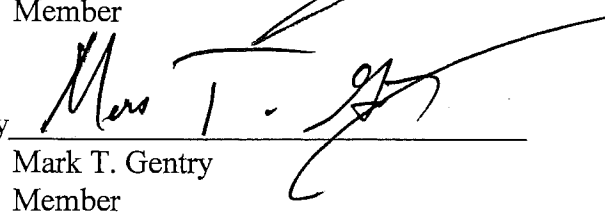
a Hawaii limited liability company

By

  
Norman Gentry

Member

By

  
Mark T. Gentry


Member

“Grantor”

DEPARTMENT OF TRANSPORTATION

State of Hawaii

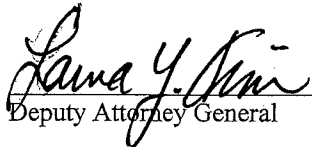
By

  
Name: Michael D. Formby

Title: Interim Director of Transportation

“Grantee

APPROVED AS TO FORM:

  
Deputy Attorney General



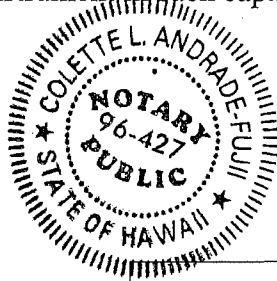
STATE OF HAWAII

)  
) ss.

CITY AND COUNTY OF HONOLULU

)

On OCT - 8 2010, before me personally appeared **NORMAN GENTRY and MARK T. GENTRY** to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii

Printed Name of Notary: Colette L. Andrade-Fujii

My commission expires: July 7, 2012

Doc. Date: Updated at time of Notarization

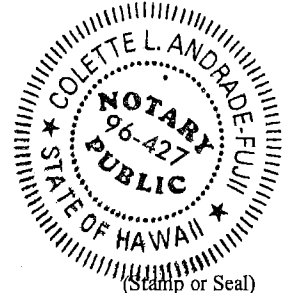
#Pages: 11

Name: Colette L. Andrade-Fujii

First Circuit

Doc. Description: Grant of Avigation and Noise Easement:

*Colette L. Andrade-Fujii* OCT - 8 2010  
Signature Date  
NOTARY CERTIFICATION





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

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



**EXHIBIT "A"**

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

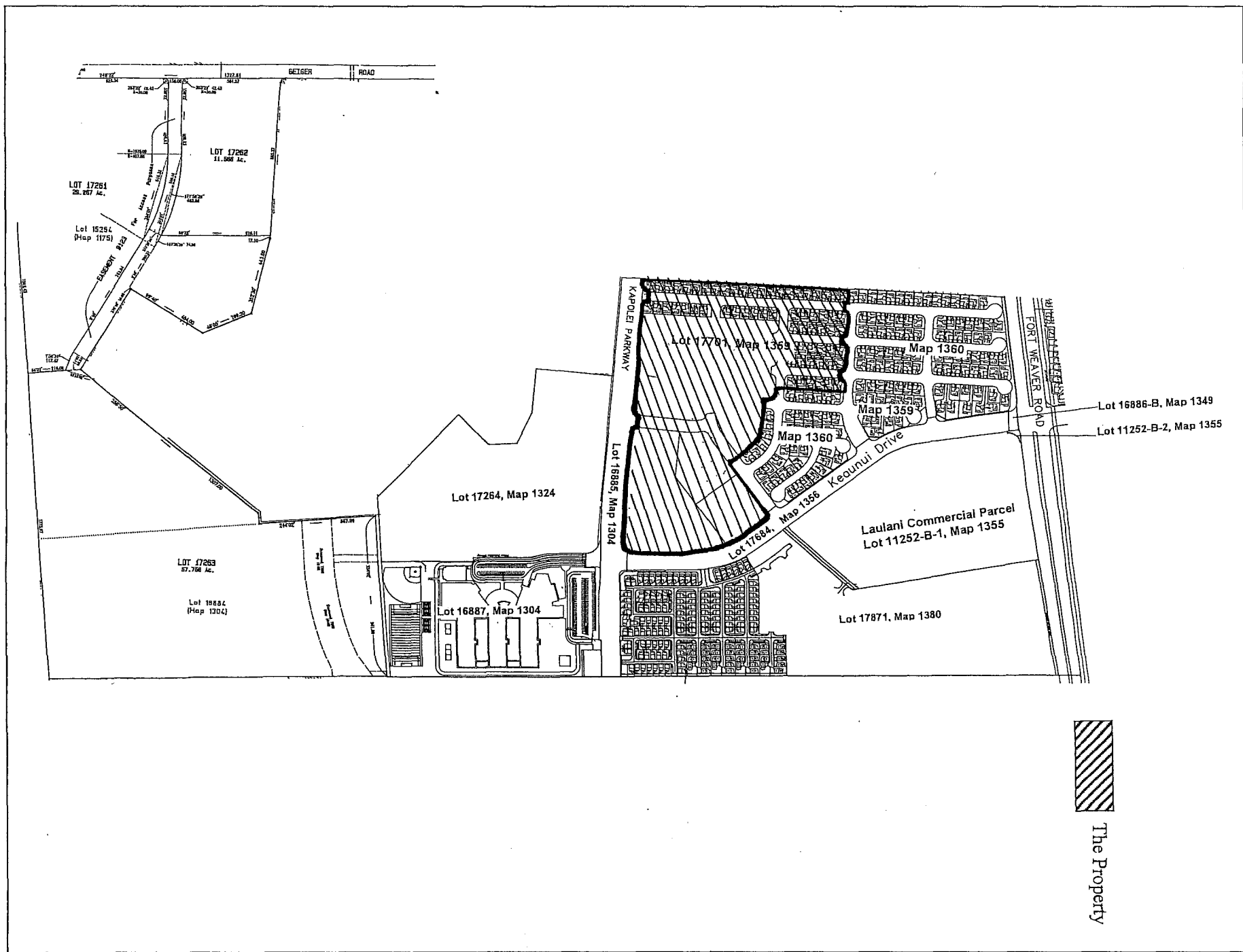
**Lots 18990 and 18991, Map 1517**, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being a portion of the land described in Certificate of Title Nos. **892,179** issued to Gentry Investment Properties. a Hawaii limited partnership.

**End of Exhibit "A"**



**EXHIBIT "B"**





Reference: U.S.G.S. Drg File from Chartliff Data, Image  
Peak Systems Corporation  
Survey Dates 4/1997, 7/2000, 1/2001



AIRPORTS DIVISION  
DEPARTMENT OF TRANSPORTATION  
STATE OF HAWAII

HONOLULU INTERNATIONAL AIRPORT  
MASTER PLAN UPDATE AND  
NOISE COMPATIBILITY PROGRAM

Edward K. Noda  
and Associates, Inc.

2003 (EXISTING) BASE YEAR  
NOISE EXPOSURE MAP

FIGURE  
4 -1


EXHIBIT "C"

EXHIBIT "C"



I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4013443  
CTN 892,179  
OCT 26, 2010 08:01 AM

  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

LC  
Return by Mail ( ) Pickup ( ) To:

ITC

344902

Total No. Pages: 11

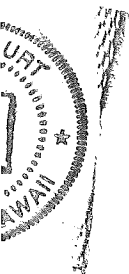
Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Investment Properties  
State of Hawaii

Property Affected: Lots 18985 to 18987, inclusive, Map 1513, Ld. Ct. App. 1069

CT Nos.: 892,179

Tax Map No. 9-1-69:005





## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 8th day of October, 2010, by GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership, by its general partner NTM LLC, whose address is 560 N. Nimitz Highway, Honolulu, Hawaii 96817 (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor holds title to portions of that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-69:5, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", both exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor will develop the Property for residential, industrial and commercial uses, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may



subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:

- (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.
- (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.



3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an



indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.

14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

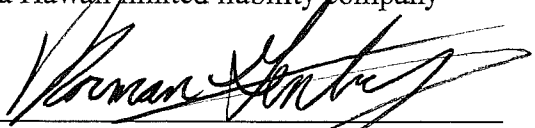
GENTRY INVESTMENT PROPERTIES  
a Hawaii limited partnership

By Its General Partner:

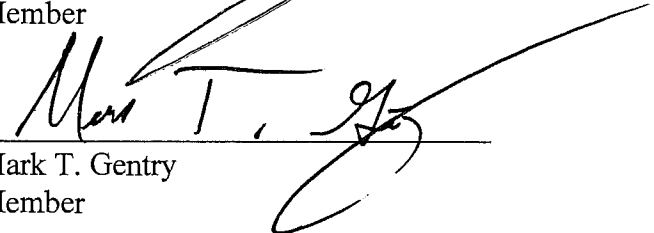
NTM LLC

a Hawaii limited liability company

By

  
Norman Gentry  
Member

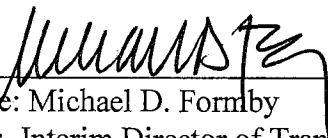
By

  
Mark T. Gentry  
Member

“Grantor”

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

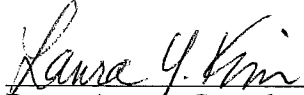
By

  
Name: Michael D. Formby

Title: Interim Director of Transportation

“Grantee

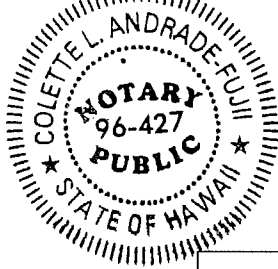
APPROVED AS TO FORM:

  
Deputy Attorney General



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

On OCT - 8 2010, before me personally appeared  
**NORMAN GENTRY and MARK T. GENTRY** to me personally known, who being by me  
duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act  
and deed of such person, and if applicable in the capacity shown, having been duly authorized to  
execute such instrument in such capacity.



*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii

Printed Name of Notary: Colette L. Andrade-Fujii

My commission expires: July 7, 2012

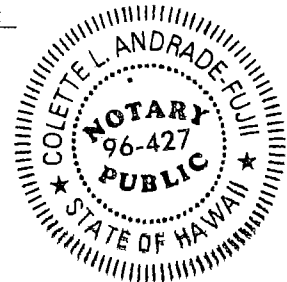
Doc. Date: Updated at time of Notarization

#Pages: 11

Name: Colette L. Andrade-Fujii

First Circuit

Doc. Description: Grant of Avigation and Noise Easement:



*Colette L. Andrade-Fujii*

OCT - 8 2010

Signature

Date

NOTARY CERTIFICATION

(Stamp or Seal)



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

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



**EXHIBIT "A"**

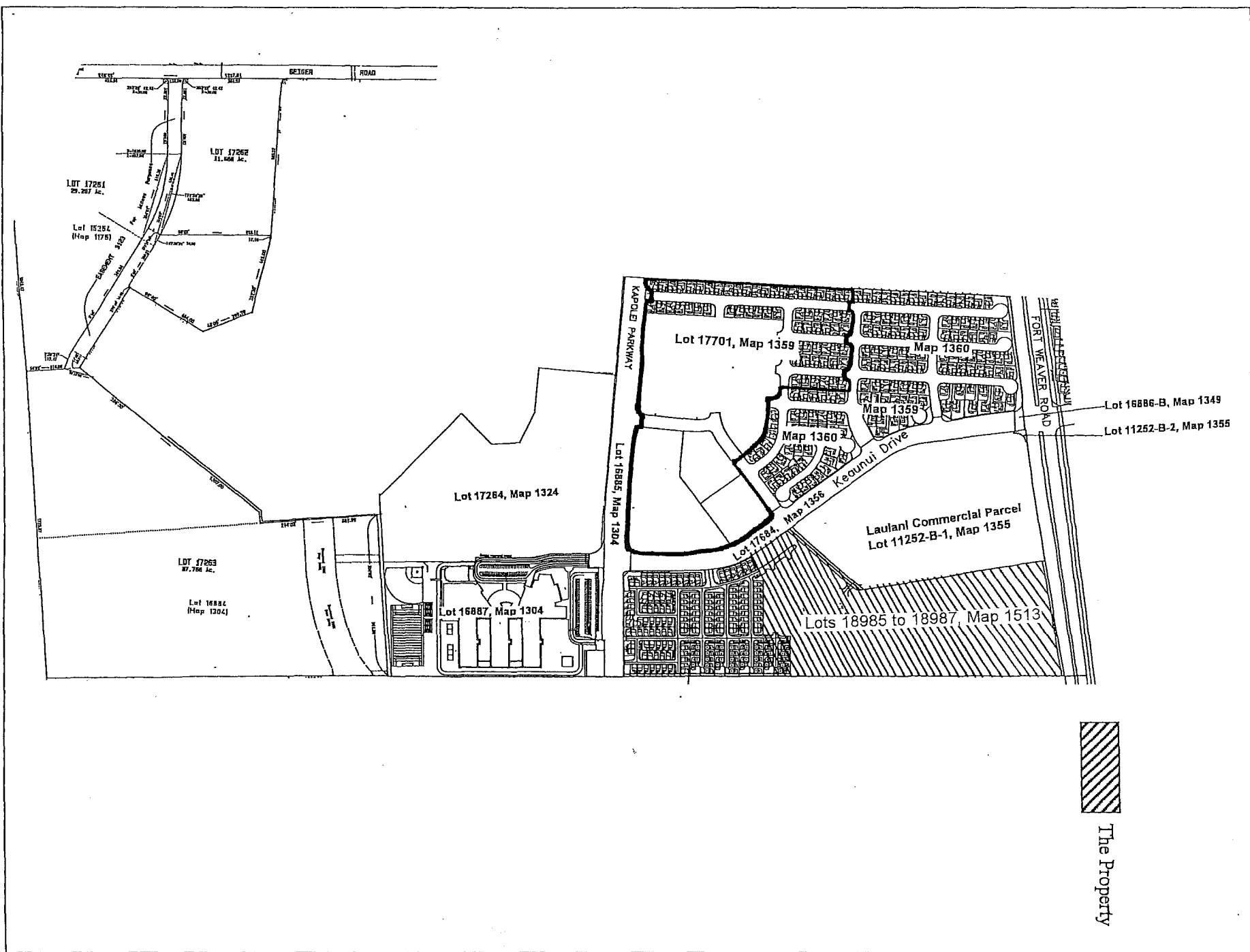
Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

**Lots 18985 to 18987, Map 1513**, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

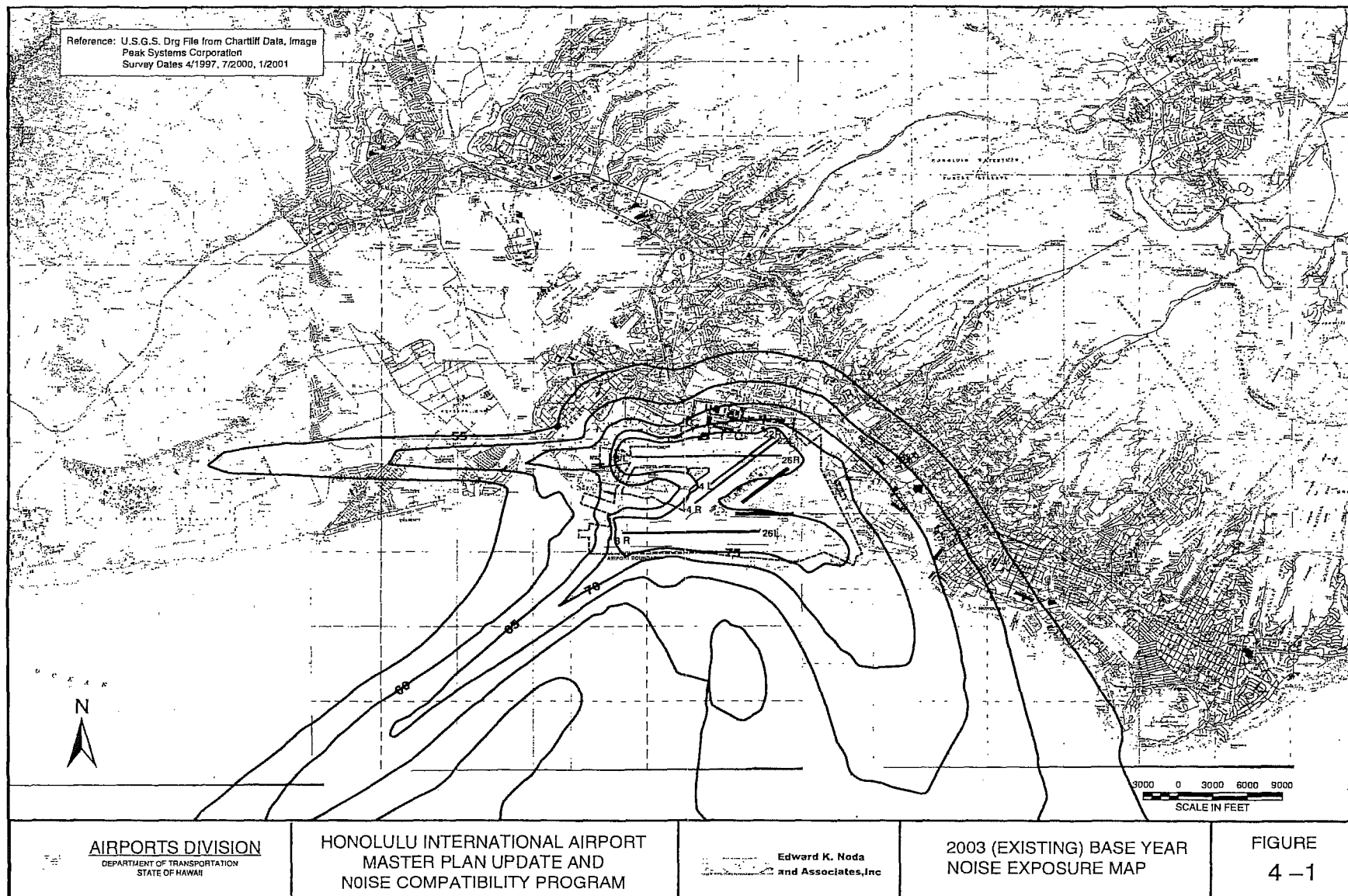
Being a portion of the land described in Certificate of Title Nos. **892,179** issued to Gentry Investment Properties, a Hawaii limited partnership.

**End of Exhibit "A"**












I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4021980  
CTN AS LISTED HEREIN  
NOV 19, 2010 08:01 AM

as

  
\_\_\_\_\_  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

Return by Mail ( ) Pickup ( ) To:

**ITC** 311799

Total No. Pages: 20

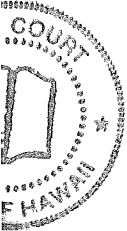
Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lots 16020, 16022 to 16028, inclusive, Map 1252, Ld. Ct. App. 1069  
Lots 16040 to 16045, inclusive, Map 1254, Ld. Ct. App. 1069  
Lots 16898 to 16904, inclusive, Map 1311, Ld.Ct.App. 1069

CT Nos.: See Attached Exhibits "A-1" to "A-3"

Tax Map No. 9-1-10:007





## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 7th day of October, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor is the "Developer" named in the following Declarations of Condominium Property Regimes:

(a) Declaration of Condominium Property Regime of MONTECITO/TUSCANY dated August 10, 2005, recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3317144, as amended, which affects that certain parcel of land described in Exhibit "A-1" attached hereto and noted on those certain Certificates of Title also listed in said Exhibit "A-1"; and

(b) Declaration of Condominium Property Regime of MONTECITO/TUSCANY II dated October 3, 2005, recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3339428, as amended, which affects that certain parcel of land described in Exhibit "A-2" attached hereto and noted on those certain Certificates of Title also listed in said Exhibit "A-2".

(c) Declaration of Condominium Property Regime of MONTECITO/TUSCANY III dated December 4, 2006, recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3524620, as amended, which affects that certain parcel of land described in Exhibit "A-3" attached hereto and noted on those certain Certificates of Title also listed in said Exhibit "A-3".

All of the above Declarations of Condominium Property Regime are hereinafter collectively referred to as the "Declarations".

WHEREAS, the Declarations cover that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-10:7, more fully described in Exhibits "A-1" to "A-3", and shown in the map marked as Exhibit "B", all exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Section 9.6 of the Declarations reserves the right unto the Grantor to designate, reserve and grant easements until December 31, 2010. and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year



Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor will develop the Property for residential, industrial and commercial uses, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:

- (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and



operations and effects thereof, all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.

- (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.



5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.



9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.

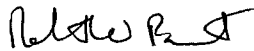
14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.

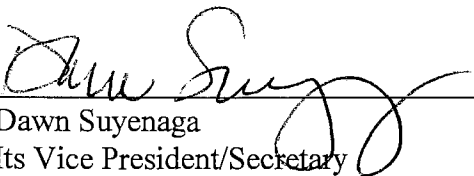
*[The remainder of this page intentionally left blank. Signatures begin immediately on next page.]*



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation


By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”

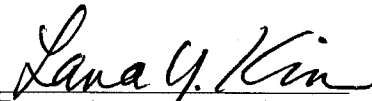
[Grant of Avigation and Noise Easement  
Ewa by Gentry – Areas 33 & 39]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: Michael D. Formby  
Title: Interim Director of Transportation

“Grantee

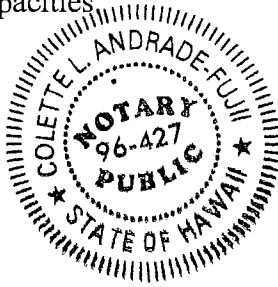
APPROVED AS TO FORM:

  
Deputy Attorney General



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

On OCT - 7 2010, before me appeared **ROBERT W. BRANT**  
and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed,  
did say that such persons executed the foregoing instrument as the free act and deed of such  
persons, and if applicable in the capacities shown, having been duly authorized to execute such  
instrument in such capacities.



*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii  
Printed Name of Notary: Colette L. Andrade-Fujii  
My commission expires: July 7, 2012

Doc. Date: Undated at time of Notarization

#Pages: 20

Name: Colette L. Andrade-Fujii

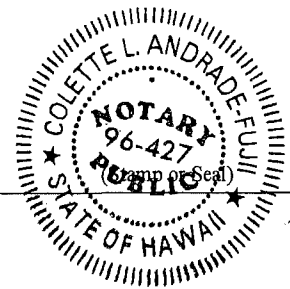
First Circuit

Doc. Description: Grant of Avigation and Noise Easements:

*Colette L. Andrade-Fujii*  
Signature

OCT - 7 2010  
Date

NOTARY CERTIFICATION





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

On \_\_\_\_\_, before me personally appeared  
\_\_\_\_\_ to me personally known, who being by me duly sworn  
or affirmed, did say that such person executed the foregoing instrument as the free act and deed  
of such person, and if applicable in the capacity shown, having been duly authorized to execute  
such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



## EXHIBIT "A-1"

ALL of the premises comprising that certain condominium project known as "MONTECITO/TUSCANY" consisting of those certain parcels of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lots 16020 and 16022 to 16028**, inclusive, as shown on Map 1252, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated August 10, 2005 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3317144, as amended and Condominium Map No. 1734.

Being the land described in Land Court Certificates of Title Nos.

### **In Order by Apt.**

<b>Apt. No.</b>	<b>Certificate No.</b>
M-1	903,029
M-2	898,231
M-3	778,341
M-4	817,588
M-5	861,845
M-6	964,874
M-7	779,148
M-8	789,258
M-9	778,117
M-10	778,855
M-11	782,277
M-12	776,597
M-13	777,533
M-14	864,572
M-15	976,661
M-16	775,632
M-17	776,976
M-18	997,598
M-19	776,186
M-20	854,426
M-21	928,603
M-22	858,900
M-23	775,298
M-24	905,360
M-25	776,886
M-26	841,818
M-27	775,629
M-28	781,284
M-29	774,261
M-30	773,587
M-31	775,636
M-32	777,852
M-33	879,735

### **In Order by Certificate of Title**

<b>Certificate No.</b>	<b>Apt. No.</b>
771,284	M-61
771,285	M-55
771,561	T-2
771,562	T-18
771,563	T-9
772,172	T-12
772,173	T-6
772,656	T-11
772,658	M-35
772,839	M-36
772,841	M-38
773,060	T-7
773,061	T-15
773,395	T-28
773,413	T-29
773,587	M-30
773,784	T-17
773,785	M-49
773,963	M-34
773,964	M-50
774,071	M-39
774,073	M-44
774,233	M-54
774,261	M-29
774,631	M-53
774,632	T-20
774,836	T-5
774,838	T-23
775,080	M-43
775,298	M-23
775,629	M-27
775,632	M-16
775,636	M-31



**In Order by Apt.**

Apt. No.	Certificate No.
M-34	773,963
M-35	772,658
M-36	772,839
M-37	860,976
M-38	772,841
M-39	774,071
M-40	994,207
M-41	985,754
M-42	875,046
M-43	775,080
M-44	774,073
M-45	893,226
M-46	953,165
M-47	935,660
M-48	996,207
M-49	773,785
M-50	773,964
M-51	985,719
M-52	979,319
M-53	774,631
M-54	774,233
M-55	771,285
M-56	825,226
M-57	866,746
M-58	783,593
M-59	900,072
M-60	926,068
M-61	771,284
T-1	806,203
T-2	771,561
T-3	833,356
T-4	837,763
T-5	774,836
T-6	772,173
T-7	773,060
T-8	837,925
T-9	771,563
T-10	914,789
T-11	772,656
T-12	772,172
T-13	974,072
T-14	971,671
T-15	773,061
T-16	961,528
T-17	773,784
T-18	771,562
T-19	895,002
T-20	774,632

**In Order by Certificate of Title**

Certificate No.	Apt. No.
775,819	T-35
776,073	T-30
776,186	M-19
776,187	T-34
776,299	T-44
776,597	M-12
776,886	M-25
776,887	T-41
776,974	T-21
776,976	M-17
777,193	T-49
777,194	T-37
777,195	T-43
777,533	M-13
777,534	T-27
777,840	T-52
777,852	M-32
777,985	T-45
777,987	T-54
778,117	M-9
778,341	M-3
778,342	T-47
778,624	T-40
778,855	M-10
779,148	M-7
780,135	T-46
780,441	T-50
781,284	M-28
782,277	M-11
783,049	T-25
783,593	M-58
784,440	T-26
789,258	M-8
806,203	T-1
815,051	T-36
817,588	M-4
825,226	M-56
830,478	T-24
833,356	T-3
837,763	T-4
837,925	T-8
839,421	T-32
841,818	M-26
854,426	M-20
858,900	M-22
860,976	M-37
861,845	M-5
864,572	M-14



**In Order by Apt.**

<b>Apt. No.</b>	<b>Certificate No.</b>
T-21	776,974
T-22	949,810
T-23	774,838
T-24	830,478
T-25	783,049
T-26	784,440
T-27	777,534
T-28	773,395
T-29	773,413
T-30	776,073
T-31	989,168
T-32	839,421
T-33	979,002
T-34	776,187
T-35	775,819
T-36	815,051
T-37	777,194
T-38	942,174
T-39	1,001,296
T-40	778,624
T-41	776,887
T-42	881,291
T-43	777,195
T-44	776,299
T-45	777,985
T-46	780,135
T-47	778,342
T-48	927,896
T-49	777,193
T-50	780,441
T-51	893,890
T-52	777,840
T-53	913,559
T-54	777,987
T-135	918,993
T-136	956,671
T-137	902,866
T-138	899,995
T-139	900,287
M-140	918,326
M-141	913,345
M-142	913,735
M-143	915,002

**In Order by Certificate of Title**

<b>Certificate No.</b>	<b>Apt. No.</b>
866,746	M-57
875,046	M-42
879,735	M-33
881,291	T-42
893,226	M-45
893,890	T-51
895,002	T-19
898,231	M-2
899,995	T-138
900,072	M-59
900,287	T-139
902,866	T-137
903,029	M-1
905,360	M-24
913,345	M-141
913,559	T-53
913,735	M-142
914,789	T-10
915,002	M-143
918,326	M-140
918,993	T-135
926,068	M-60
927,896	T-48
928,603	M-21
935,660	M-47
942,174	T-38
949,810	T-22
953,165	M-46
956,671	T-136
961,528	T-16
964,874	M-6
971,671	T-14
974,072	T-13
976,661	M-15
979,002	T-33
979,319	M-52
985,719	M-51
985,754	M-41
989,168	T-31
994,207	M-40
996,207	M-48
997,598	M-18
1,001,296	T-39

END OF EXHIBIT "A-1"



**EXHIBIT "A-2"**

**ALL** of the premises comprising that certain condominium project known as "MONTECITO/TUSCANY II" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lots 16040 to 16045**, inclusive, as shown on Map 1254, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated October 3, 2005 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3339428, as amended and Condominium Map No. 1743.

Being the land described in Land Court Certificate of Title Nos.

<b>In Order by Apt. No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>
M-62	787,303
M-63	790,210
M-64	788,382
M-65	789,898
M-66	789,261
M-67	789,145
M-68	988,106
M-69	788,311
M-70	947,485
M-71	786,676
M-72	790,038
M-73	789,563
M-74	787,679
M-75	788,856
M-76	788,855
M-77	788,087
M-78	787,629
M-79	981,594
M-80	941,652
M-81	841,620
M-82	955,489
M-83	788,089
M-84	791,699
M-85	794,858
M-86	792,049
M-87	793,089
M-88	1,002,145
M-89	907,333
M-90	925,859
M-91	850,159
M-92	887,179

<b>In Order by Certificate of Title No.</b>	
<b>Certificate No.</b>	<b>Apt. No.</b>
782,454	T-55
782,776	T-73
783,050	T-65
783,278	T-74
783,611	T-56
783,723	T-67
783,985	T-62
784,745	T-66
785,257	T-71
785,406	T-58
785,806	T-69
785,939	T-60
786,676	M-71
786,853	T-75
787,041	T-78
787,213	T-59
787,242	T-77
787,243	T-76
787,303	M-62
787,629	M-78
787,679	M-74
788,087	M-77
788,088	T-96
788,089	M-83
788,311	M-69
788,382	M-64
788,855	M-76
788,856	M-75
788,954	T-92
789,145	M-67
789,194	T-90



In Order by Apt. No.	
Apt. No.	Certificate No.
M-93	986,946
M-94	794,196
M-95	795,039
M-96	795,364
M-97	795,040
M-98	796,666
M-99	990,432
M-100	994,426
M-101	840,766
M-102	794,518
M-103	997,226
M-104	793,331
M-105	897,399
M-106	792,948
M-107	809,500
M-108	806,844
M-109	806,404
M-110	806,843
M-111	805,414
M-112	969,307
M-113	805,580
M-114	807,954
M-115	871,503
M-116	808,853
M-117	807,955
M-118	867,271
M-119	810,605
M-120	985,772
M-121	943,997
M-122	856,049
M-123	997,226
M-124	810,602
M-125	814,724
M-126	812,185
M-127	814,725
M-128	812,431
M-129	812,650
M-130	815,208
M-131	814,108
M-132	811,795
M-133	961,810
M-134	811,136
T-55	782,454
T-56	783,611
T-57	841,135
T-58	785,406
T-59	787,213

In Order by Certificate of Title No.	
Certificate No.	Apt. No.
789,259	T-85
789,261	M-66
789,424	T-72
789,563	M-73
789,763	T-83
789,898	M-65
789,962	T-80
790,036	T-94
790,038	M-72
790,209	T-81
790,210	M-63
791,698	T-86
791,699	M-84
792,049	M-86
792,948	M-106
793,089	M-87
793,331	M-104
794,196	M-94
794,518	M-102
794,858	M-85
795,039	M-95
795,040	M-97
795,364	M-96
796,666	M-98
805,414	M-111
805,580	M-113
806,404	M-109
806,843	M-110
806,844	M-108
807,954	M-114
807,955	M-117
808,853	M-116
809,500	M-107
810,602	M-124
810,605	M-119
811,136	M-134
811,795	M-132
812,185	M-126
812,431	M-128
812,650	M-129
814,108	M-131
814,724	M-125
814,725	M-127
815,208	M-130
829,365	T-68
834,001	T-91
840,766	M-101



In Order by Apt. No.	
Apt. No.	Certificate No.
T-60	785,939
T-61	959,265
T-62	783,985
T-63	957,397
T-64	875,847
T-65	783,050
T-66	784,745
T-67	783,723
T-68	829,365
T-69	785,806
T-70	956,529
T-71	785,257
T-72	789,424
T-73	782,776
T-74	783,278
T-75	786,853
T-76	787,243
T-77	787,242
T-78	787,041
T-79	841,395
T-80	789,962
T-81	790,209
T-82	883,191
T-83	789,763
T-84	908,979
T-85	789,259
T-86	791,698
T-87	997,015
T-88	866,979
T-89	989,936
T-90	789,194
T-91	834,001
T-92	788,954
T-93	869,482
T-94	790,036
T-95	938,333
T-96	788,088
T-97	961,765

In Order by Certificate of Title No.	
Certificate No.	Apt. No.
841,135	T-57
841,395	T-79
841,620	M-81
850,159	M-91
856,049	M-122
866,979	T-88
867,271	M-118
869,482	T-93
871,503	M-115
875,847	T-64
883,191	T-82
887,179	M-92
897,399	M-105
907,333	M-89
908,979	T-84
925,859	M-90
938,333	T-95
941,652	M-80
943,997	M-121
947,485	M-70
955,489	M-82
956,529	T-70
957,397	T-63
959,265	T-61
961,765	T-97
961,810	M-133
969,307	M-112
981,594	M-79
985,772	M-120
986,946	M-93
988,106	M-68
989,936	T-89
990,432	M-99
994,426	M-100
997,015	T-87
997,226	M-103
997,226	M-123
1,002,145	M-88

END OF EXHIBIT "A-2"



**EXHIBIT "A-3"**

ALL of the premises comprising that certain condominium project known as "MONTECITO/TUSCANY III" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lots 16898 to 16904**, inclusive as shown on Map 1311, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, decease; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated December 4, 2006 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3524620, as amended and Condominium Map No. 1854.

Being the land described in Land Court Certificates of Title Nos.

In Order by Apt. No.	
Apt. No.	Certificate No.
1	844,806
2	846,608
3	846,610
4	844,615
5	847,305
6	859,929
7	989,412
8	845,583
9	954,085
10	847,306
11	977,530
12	847,105
13	846,609
14	857,751
15	845,828
16	845,827
17	851,005
18	851,263
19	854,872
20	927,081
21	874,327
22	891,658
100	851,625
101	851,262
102	851,623
103	897,378
104	851,004
105	851,427
106	852,487

In Order by Certificate of Title No.	
Certificate No.	Apt. No.
844,615	4
844,806	1
845,583	8
845,827	16
845,828	15
846,608	2
846,609	13
846,610	3
847,105	12
847,305	5
847,306	10
851,004	104
851,005	17
851,262	101
851,263	18
851,427	105
851,623	102
851,625	100
852,486	201
852,487	106
854,612	203
854,871	206
854,872	19
855,762	113
856,005	112
856,006	200
856,665	300
857,751	14
858,620	107



In Order by Apt. No.	
Apt. No.	Certificate No.
107	858,620
108	920,956
109	938,269
110	861,067
111	988,279
112	856,005
113	855,762
200	856,006
201	852,486
202	867,188
203	854,612
204	861,009
205	860,059
206	854,871
207	925,768
208	865,254
300	856,665
301	868,330
302	866,121
303	965,459
304	892,644
305	864,091
306	876,450
307	864,090
308	863,356
309	869,709
310	889,659
311	865,077
312	864,089
313	863,355
400	862,964
401	867,040
402	867,187
403	870,108
404	886,832
405	989,913
406	871,973
407	872,051
408	871,871
409	872,174
410	871,962
411	882,768
412	877,776
413	876,348
414	873,190

In Order by Certificate of Title No.	
Certificate No.	Apt. No.
859,929	6
860,059	205
861,009	204
861,067	110
862,964	400
863,355	313
863,356	308
864,089	312
864,090	307
864,091	305
865,077	311
865,254	208
866,121	302
867,040	401
867,187	402
867,188	202
868,330	301
869,709	309
870,108	403
871,464	503
871,871	408
871,961	415
871,962	410
871,973	406
872,051	407
872,174	409
873,190	414
874,310	507
874,311	502
874,327	21
874,893	504
875,009	500
876,348	413
876,450	306
877,776	412
878,870	600
880,878	621
882,766	618
882,767	622
882,768	411
883,142	511
883,143	510
883,411	506
884,413	615
886,832	404

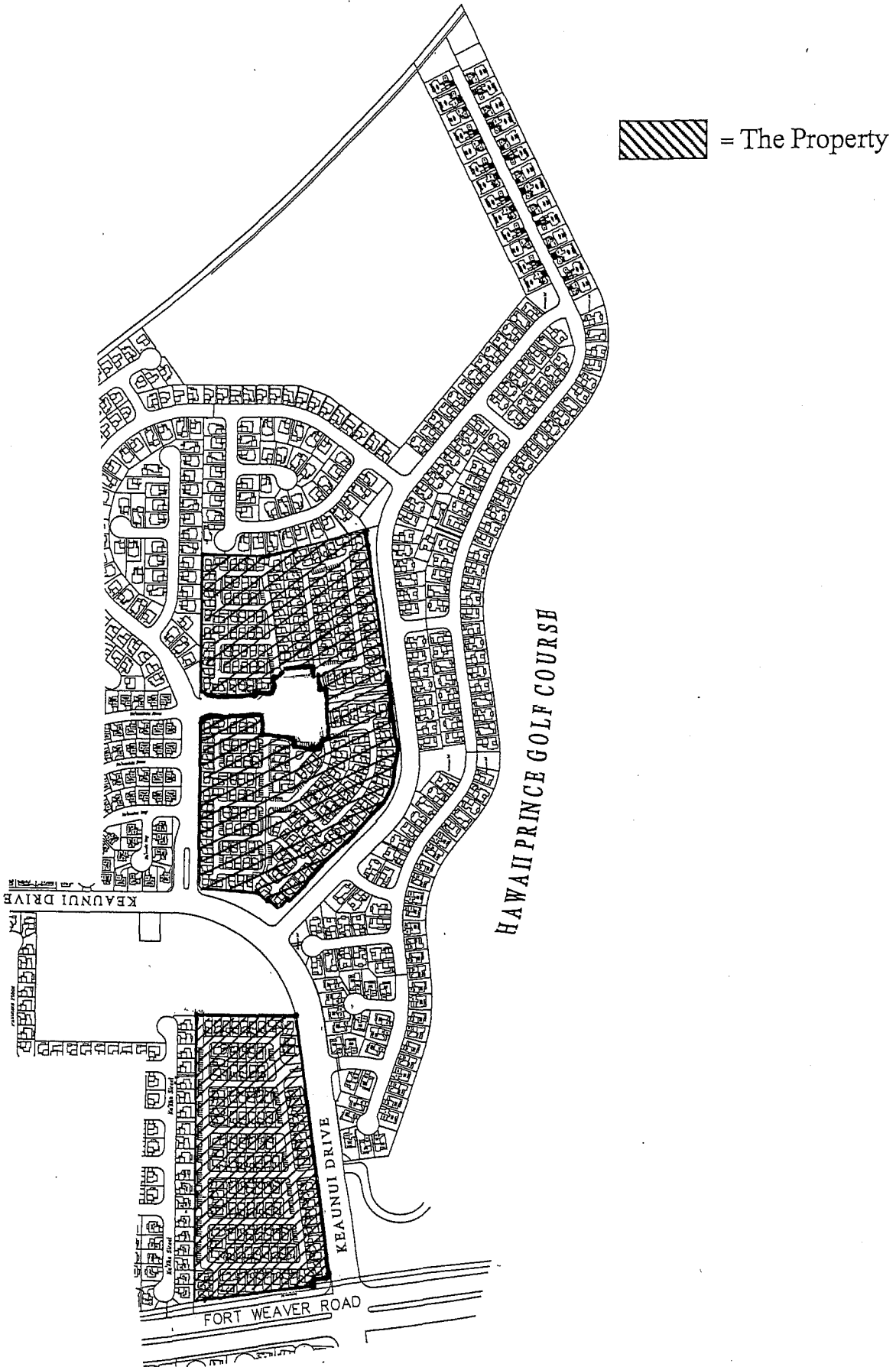


In Order by Apt. No.	
Apt. No.	Certificate No.
415	871,961
500	875,009
501	913,885
502	874,311
503	871,464
504	874,893
505	909,622
506	883,411
507	874,310
508	888,613
509	889,837
510	883,143
511	883,142
512	896,543
513	888,612
514	895,374
515	887,051
516	888,012
517	888,013
600	878,870
601	985,309
602	889,228
603	889,658
604	892,060
605	893,097
606	904,193
607	890,487
608	899,370
609	891,592
610	896,982
611	892,990
612	908,984
613	892,752
614	895,467
615	884,413
616	929,385
617	889,704
618	882,766
619	890,488
620	915,970
621	880,878
622	882,767

In Order by Certificate of Title No.	
Certificate No.	Apt. No.
887,051	515
888,012	516
888,013	517
888,612	513
888,613	508
889,228	602
889,658	603
889,659	310
889,704	617
889,837	509
890,487	607
890,488	619
891,592	609
891,658	22
892,060	604
892,644	304
892,752	613
892,990	611
893,097	605
895,374	514
895,467	614
896,543	512
896,982	610
897,378	103
899,370	608
904,193	606
908,984	612
909,622	505
913,885	501
915,970	620
920,956	108
925,768	207
927,081	20
929,385	616
938,269	109
954,085	9
965,459	303
977,530	11
985,309	601
988,279	111
989,412	7
989,913	405

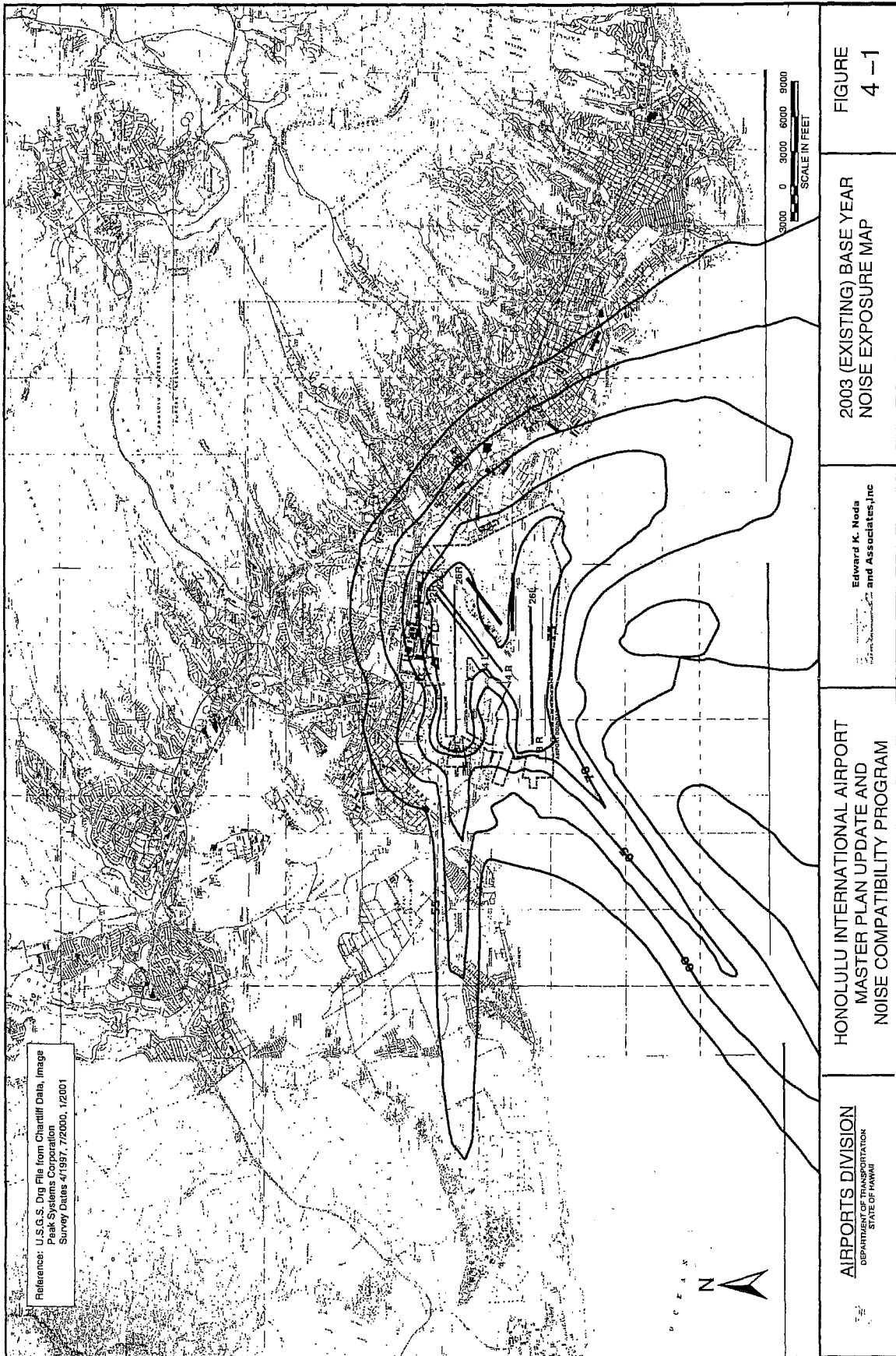


EXHIBIT "B"






# EXHIBIT "C"





I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4035478  
CTN 1,003,784  
JAN 05, 2011 08:01 AM

  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

Return by Mail ( ) Pickup ( X ) To:  
Gentry Homes, Ltd. - Attn: md  
P. O. Box 295  
Honolulu, HI 96809-0295

ITC 344502  
Total No. Pages: 9

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lot 18989, Map 1516, Ld. Ct. App. 1069

CT No.: 1,003,784

Tax Map No. 9-1-69:005



## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 27th day of December, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor holds title to portions of that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-69:5, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", both exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor will develop the Property for residential, industrial and commercial uses, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may



subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:
  - (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, of all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.
  - (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.



3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an



indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

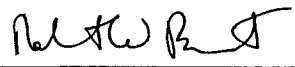
13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.

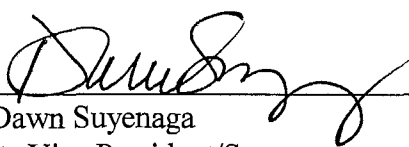
14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation


By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”

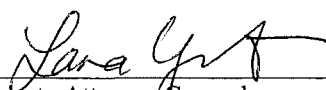
[Grant of Avigation and Noise Easement  
Ewa by Gentry – Areas 45/46 – Lot 18989, Map 1516, Ld. Ct. App. 1069]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: JEFFREY CHAN  
Title: ACTING DIRECTOR OF TRANSPORTATION

“Grantee

APPROVED AS TO FORM:

  
Deputy Attorney General



STATE OF HAWAII

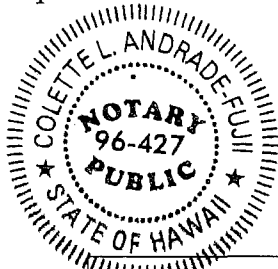
)

) ss.

CITY AND COUNTY OF HONOLULU

)

On DEC - 7 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii

Printed Name of Notary: Colette L. Andrade-Fujii

My commission expires: July 7, 2012

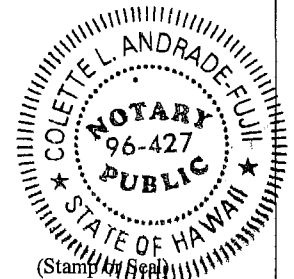
Doc. Date: Updated at time of Notarization #Pages: 9

Name: Colette L. Andrade-Fujii First Circuit

Doc. Description: Grant of Avigation and Noise Easement:

*Colette L. Andrade-Fujii* DEC - 7 2010  
Signature Date

NOTARY CERTIFICATION





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

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



**EXHIBIT "A"**

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

**Lot 18989, Map 1516**, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being a portion of the land described in Certificate of Title No. **1,003,784** issued to Gentry Homes, Ltd., a Hawaii corporation.

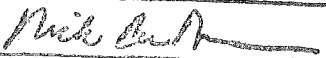
End of Exhibit "A"



I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4036407  
CTN AS LISTED HEREIN  
JAN 07 2011 08:01 AM

as

  
\_\_\_\_\_  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

Return by Mail ( ) Pickup (x) To:

Gentry Homes, Ltd. - Attn: MD  
P.O. Box 295  
Honolulu, HI 96809

TG ACCOM: 421458P

This document contains 19 pages.

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lots 17704 to 17728, Map 1360, Ld. Ct. App. 1069  
Lots 17730 and 17732, Map 1360, Ld. Ct. App. 1069  
Lots 17736 to 17739, Map 1360, Ld. Ct. App. 1069  
Lot 17750, Map 1360, Ld. Ct. App. 1069  
Lots 17759 to 17779, Map 1360, Ld. Ct. App. 1069  
Lot 17782, Map 1360, Ld. Ct. App. 1069  
Lot 17785 and 17786, Map 1360, Ld. Ct. App. 1069  
Lots 17788 to 17790, Map 1360, Ld. Ct. App. 1069  
Lots 17797 to 17802, Map 1360, Ld. Ct. App. 1069

CT Nos.: See Attached Exhibits

Tax Map No. (1) 9-1-144:015-039; 041; 043; 047-050; 061; 070-090; 093; 096; 097; 099-101  
(1) 9-1-145:001-006

COPY



## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 27th day of December, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor made a reservation in the following deeds to reserve the right for itself, its successors and assigns to record a Grant of Avigation and Noise Easements in favor of the State of Hawaii in a form prescribed by the State Department of Transportation:

- (a) Deed and Additional Restrictions dated June 18, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3974534, which affects Lot **17704**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 986,829;
- (b) Deed and Additional Restrictions dated July 20, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3982044, which affects Lot **17705**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 989,876;
- (c) Deed and Additional Restrictions dated July 22, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3983377, which affects Lot **17706**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 990,281;
- (d) Deed and Additional Restrictions dated May 27, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3968432, which affects Lot **17707**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 984,063;
- (e) Deed and Additional Restrictions dated May 21, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3966656, which affects Lot **17708**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 983,481;
- (f) Deed and Additional Restrictions dated June 23, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3974531, which affects Lot **17709**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 986,828;
- (g) Deed and Additional Restrictions dated April 23, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3959016, which affects Lot **17710**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 980,211;



- (h) Deed and Additional Restrictions dated March 22, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3959006, which affects Lot **17711**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 980,336;
- (i) Deed and Additional Restrictions dated April 19, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3958383, which affects Lot **17712**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 980,073;
- (j) Deed and Additional Restrictions dated March 29, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3953128, which affects Lot **17713**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 977,734;
- (k) Deed and Additional Restrictions dated February 19, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3942689, which affects Lot **17714**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 973,909;
- (l) Deed and Additional Restrictions dated February 16, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3941253, which affects Lot **17715**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 973,280;
- (m) Deed and Additional Restrictions dated October 30, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3917770, which affects Lot **17716**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 965,287;
- (n) Deed and Additional Restrictions dated November 12, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3918008, which affects Lot **17717**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 965,381;
- (o) Deed and Additional Restrictions dated February 5, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3939011, which affects Lot **17718**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 972,537;
- (p) Deed and Additional Restrictions dated October 29, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3912562, which affects Lot **17719**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 963,290;
- (q) Deed and Additional Restrictions dated March 8, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3946976, which affects Lot **17720**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 975,485;



- (r) Deed and Additional Restrictions dated November 18, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3918593, which affects Lot **17721**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 965,569;
- (s) Deed and Additional Restrictions dated November 16, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3917773, which affects Lot **17722**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 965,288;
- (t) Deed and Additional Restrictions dated March 2, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3945419, which affects Lot **17723**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 975,008;
- (u) Deed and Additional Restrictions dated February 5, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3939014, which affects Lot **17724**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 972,538;
- (v) Deed and Additional Restrictions dated February 22, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3943231, which affects Lot **17725**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 974,117;
- (w) Deed and Additional Restrictions dated April 3, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3847098, which affects Lot **17726**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 942,300;
- (x) Deed and Additional Restrictions dated May 29, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3864589, which affects Lot **17727**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 947,745;
- (y) Deed and Additional Restrictions dated June 8, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3867574, which affects Lot **17728**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 948,445;
- (z) Deed and Additional Restrictions dated December 26, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3816307, which affects Lot **17730**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 932,200;
- (aa) Deed and Additional Restrictions dated May 4, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3855270, which affects Lot **17732**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 944,883;
- (bb) Deed and Additional Restrictions dated August 31, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as



Document No. 3894999, which affects Lot **17736**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 957,366;

(cc) Deed and Additional Restrictions dated October 14, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3908138, which affects Lot **17737**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 961,689;

(dd) Deed and Additional Restrictions dated November 25, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3810398, which affects Lot **17738**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 929,953;

(ee) Deed and Additional Restrictions dated December 14, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3813747, which affects Lot **17739**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 931,217;

(ff) Deed and Additional Restrictions dated March 9, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3837411, which affects Lot **17750**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 939,680;

(gg) Deed and Additional Restrictions dated June 24, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3975036, which affects Lot **17759**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 987,027;

(hh) Deed and Additional Restrictions dated June 23, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3974539, which affects Lot **17760**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 986,830;

(ii) Deed and Additional Restrictions dated June 23, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3974542, which affects Lot **17761**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 986,831;

(jj) Deed and Additional Restrictions dated June 21, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3973862, which affects Lot **17762**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 986,629;

(kk) Deed and Additional Restrictions dated May 24, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3967361, which affects Lot **17763**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 983,693;

(ll) Deed and Additional Restrictions dated May 19, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3967364, which affects Lot **17764**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 983,694;



**(mm)** Deed and Additional Restrictions dated May 24, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3967367, which affects Lot **17765**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 983,695;

**(nn)** Deed and Additional Restrictions dated April 27, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3852922, which affects Lot **17766**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 943,890;

**(oo)** Deed and Additional Restrictions dated January 29, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3937520, which affects Lot **17767**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 972,076;

**(pp)** Deed and Additional Restrictions dated November 9, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4019615, which affects Lot **17768**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 1,003,764;

**(qq)** Deed and Additional Restrictions dated June 25, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3874266, which affects Lot **17769**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 950,661;

**(rr)** Deed and Additional Restrictions dated February 23, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3943234, which affects Lot **17770**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 974,118;

**(ss)** Deed and Additional Restrictions dated September 18, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3901792, which affects Lot **17771**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 959,487;

**(tt)** Deed and Additional Restrictions dated December 7, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3925542, which affects Lot **17772**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 967,946;

**(uu)** Deed and Additional Restrictions undated and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3918596, which affects Lot **17773**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 965,570;

**(vv)** Deed and Additional Restrictions dated September 22, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3901795, which affects Lot **17774**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 959,488;

**(ww)** Deed and Additional Restrictions dated May 10, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as



Document No. 3963570, which affects Lot **17775**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 981,958;

**(xx)** Deed and Additional Restrictions dated December 10, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3924391, which affects Lot **17776**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 967,480;

**(yy)** Deed and Additional Restrictions dated June 23, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3872688, which affects Lot **17777**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 950,096;

**(zz)** Deed and Additional Restrictions dated July 31, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3885959, which affects Lot **17778**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 954,432;

**(aaa)** Deed and Additional Restrictions dated April 27, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3852925, which affects Lot **17779**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 943,891;

**(bbb)** Deed and Additional Restrictions dated December 2, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3811055, which affects Lot **17782**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 930,208;

**(ccc)** Deed and Additional Restrictions dated March 20, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3841454, which affects Lot **17785**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 940,806;

**(ddd)** Deed and Additional Restrictions dated November 18, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3807837, which affects Lot **17786**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 929,117;

**(eee)** Deed and Additional Restrictions dated November 21, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3808940, which affects Lot **17788**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 929,498;

**(fff)** Deed and Additional Restrictions dated December 15, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3813750, which affects Lot **17789**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 931,218;

**(ggg)** Deed and Additional Restrictions dated May 26, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3862902, which affects Lot **17790**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 947,197;



(hhh) Deed and Additional Restrictions dated September 30, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4007035, which affects Lot **17797**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 999,929;

(iii) Deed and Additional Restrictions dated October 25, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4014771, which affects Lot **17798**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 1,002,075;

(jjj) Deed and Additional Restrictions dated September 23, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4005811, which affects Lot **17799**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 999,417;

(kkk) Deed and Additional Restrictions dated September 30, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4005814, which affects Lot **17800**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 999,418;

(III) Deed and Additional Restrictions dated October 22, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4013901, which affects Lot **17801**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 1,001,913;

(mmm) Deed and Additional Restrictions dated September 22, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4002997, which affects Lot **17802**, Map 1360, Land Court Application No. 1069 and is noted on Certificate of Title No. 997,698;

All of the above Deeds and Additional Restrictions are hereinafter collectively referred to as the "Deeds".

WHEREAS, the Deeds cover that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-69:5, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", all exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this



grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor has developed the Property for residential use, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:
  - (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, of all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise,



fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.

- (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or



inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its



successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.


14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.

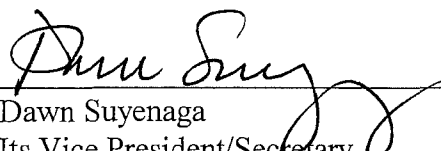
*[The remainder of this page intentionally left blank. Signatures begin immediately on next page.]*



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation


By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”

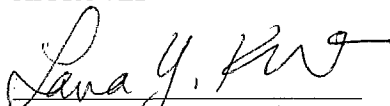
[Grant of Avigation and Noise Easement  
Ewa by Gentry – Area 40, Model Complex and Phase 1]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: JEFFREY OTTANI  
Title: ACTING DIRECTOR OF TRANSPORTATION

“Grantee

APPROVED AS TO FORM:

  
Deputy Attorney General



STATE OF HAWAII

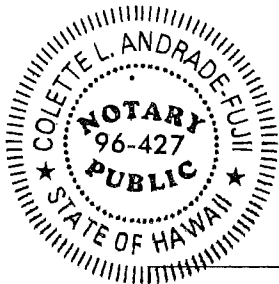
)

) ss.

CITY AND COUNTY OF HONOLULU

)

On DEC x 2 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii

Printed Name of Notary: Colette L. Andrade-Fujii

My commission expires: July 7, 2012

Doc. Date: Undated at time of Notarization

#Pages: 20

Name: Colette L. Andrade-Fujii

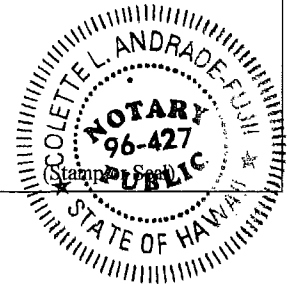
First Circuit

Doc. Description: Grant of Avigation and Noise Easements:

*Colette L. Andrade-Fujii*  
Signature

DEC x 2 2010  
Date

NOTARY CERTIFICATION





## EXHIBIT "A"

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

Lot 17704, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 986,829;  
Lot 17705, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 989,876;  
Lot 17706, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 990,281;  
Lot 17707, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 984,063;  
Lot 17708, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 983,481;  
Lot 17709, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 986,828;  
Lot 17710, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 980,211;  
Lot 17711, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 980,336;  
Lot 17712, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 980,073;  
Lot 17713, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 977,734;  
Lot 17714, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 973,909;  
Lot 17715, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 973,280;  
Lot 17716, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 965,287;  
Lot 17717, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 965,381;  
Lot 17718, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 972,537;  
Lot 17719, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 963,290;  
Lot 17720, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 975,485;  
Lot 17721, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 965,569;  
Lot 17722, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 965,288;  
Lot 17723, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 975,008;  
Lot 17724, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 972,538;  
Lot 17725, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 974,117;  
Lot 17726, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 942,300;  
lot 17727, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 947,745;  
Lot 17728, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 948,445;  
Lot 17730, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 932,200;  
Lot 17732, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 944,883;  
Lot 17736, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 957,366;



Lot 17737, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 961,689;  
Lot 17738, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 929,953;  
Lot 17739, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 931,217;  
Lot 17750, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 939,680;  
Lot 17759, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 987,027;  
Lot 17760, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 986,830;  
Lot 17761, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 986,831;  
Lot 17762, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 986,629;  
Lot 17763, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 983,693;  
Lot 17764, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 983,694;  
Lot 17765, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 983,695;  
Lot 17766, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 943,890;  
Lot 17767, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 972,076;  
Lot 17768, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 1,003,764;  
Lot 17769, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 950,661;  
Lot 17770, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 974,118;  
Lot 17771, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 959,487;  
Lot 17772, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 967,946;  
Lot 17773, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 965,570;  
Lot 17774, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 959,488;  
Lot 17775, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 981,958;  
Lot 17776, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 967,480;  
Lot 17777, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 950,096;  
Lot 17778, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 954,432;  
Lot 17779, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 943,891;  
Lot 17782, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 930,208;  
Lot 17785, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 940,806;  
Lot 17786, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 929,117;  
Lot 17788, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 929,498;  
Lot 17789, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 931,218;  
Lot 17790, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 947,197;  
Lot 17797, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 999,929;

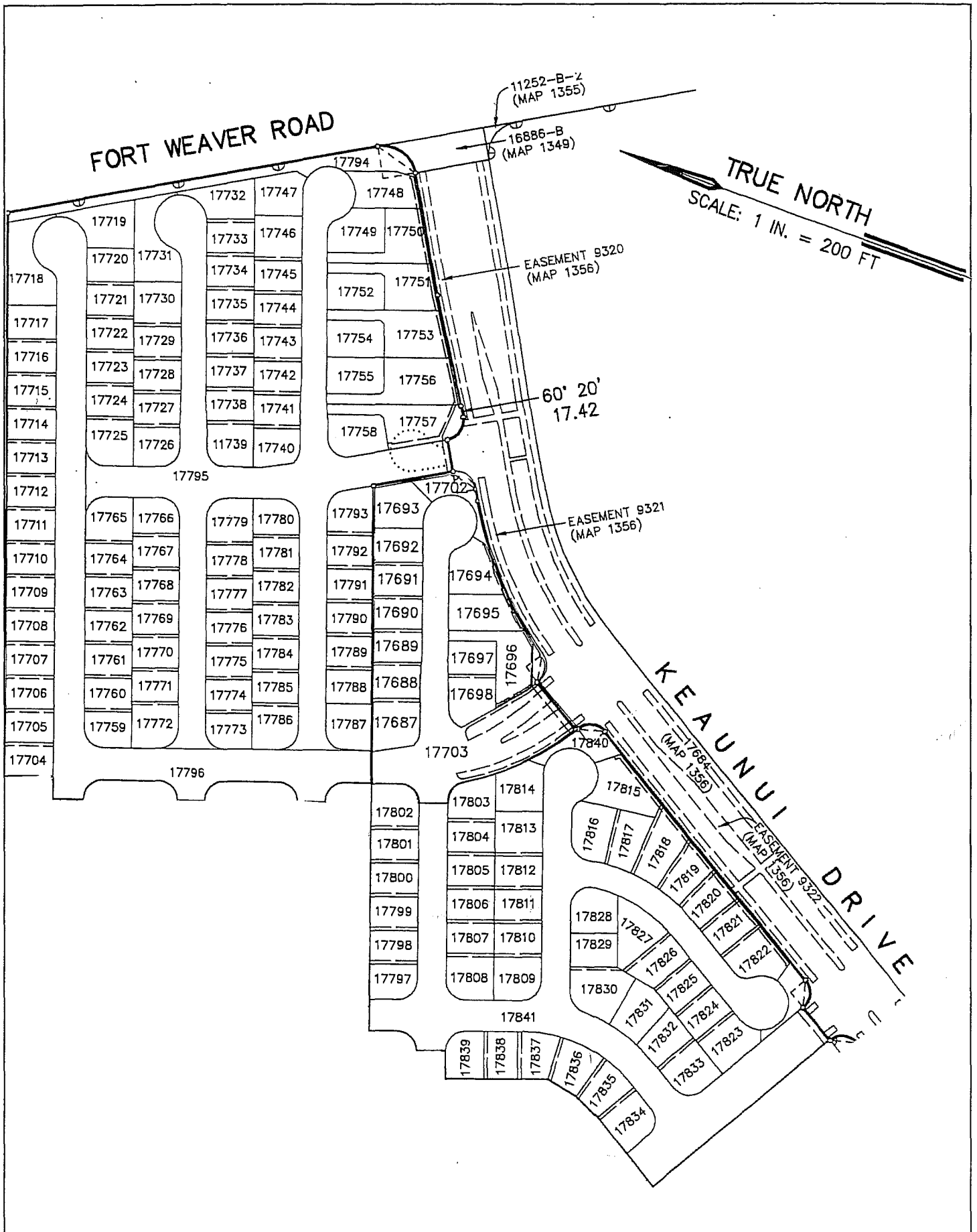


Lot **17798**, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 1,002,075;  
Lot **17799**, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 999,417;  
Lot **17800**, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 999,418;  
Lot **17801**, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 1,001,913;  
Lot **17802**, Map 1360, Land Court Application No. 1069, noted on Certificate of Title No. 997,698;

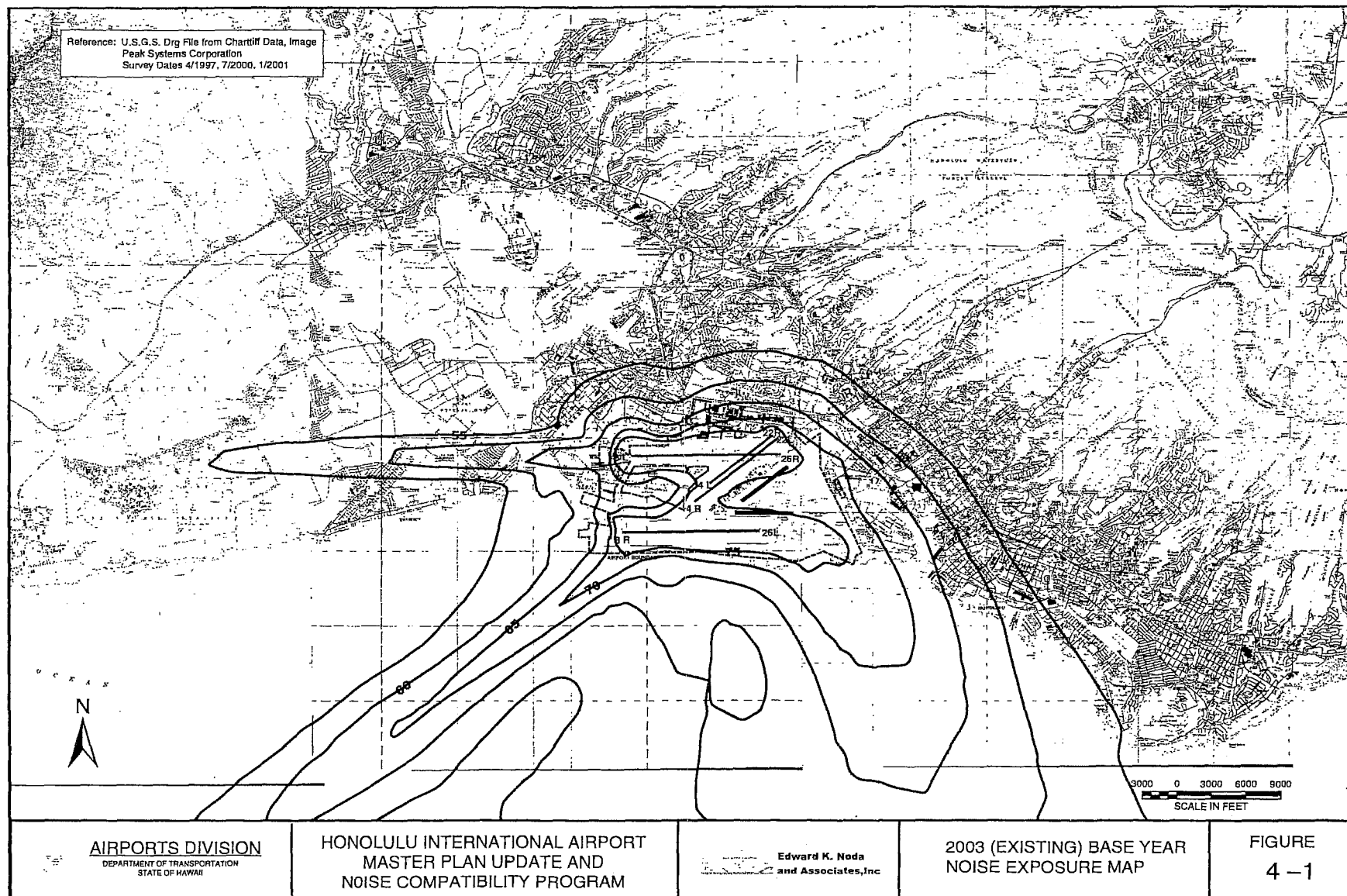
End of Exhibit "A"



**EXHIBIT "B"**










I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4036963  
CTN 925,024  
as \_\_\_\_\_ JAN 10, 2011 08:01 AM

  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

Return by Mail ( ) Pickup (x) To:

Gentry Homes, Ltd. - Attn: MD  
P.O. Box 295  
Honolulu, HI 96809

TG ACCOM: 421424P

This document contains 11 pages.

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lot 17702, Map 1359, Ld.Ct.App. 1069  
Lots 17794 and 17840, Map 1360, Ld. Ct. App. 1069

CT No.: 925,024

Tax Map No. (1) 9-1-144: 013 & 105  
(10 9-1-145: 044



COPY



## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 27th day of December, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor made a reservation in the following deed to reserve the right for itself to designate, delete, relocate, realign, reserve, hold and/or grant any easements and rights of ways over, under and on the property described in and covered by that certain Deed with Reservations dated September 25, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3795682 (hereinafter referred to as the "Deed").

WHEREAS, the Deed covers that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-69:5, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", all exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor has developed the Property for landscape use in a residential area, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the



operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:

(a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, of all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.

(b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including



but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.
4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.
5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.
6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall



inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.




14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.

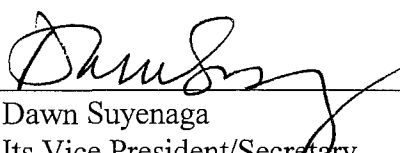
*[The remainder of this page intentionally left blank. Signatures begin immediately on next page.]*



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation

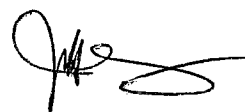
By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”

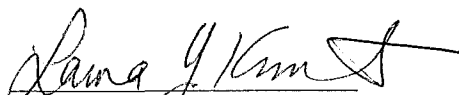
[Grant of Avigation and Noise Easement  
Ewa by Gentry – Area 40, Model Complex & Phase 1 Landscape Lot 17702, Map 1359 &  
Landscape Lots 17794 & 17840, Map 1360 Ld. Ct. App. 1069]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: JEFFREY CHAN  
Title: ACTING DIRECTOR OF TRANSPORTATION

“Grantee

APPROVED AS TO FORM:

  
Deputy Attorney General



STATE OF HAWAII

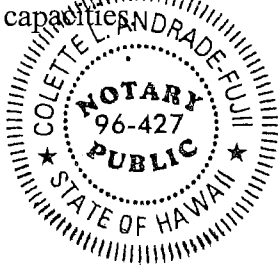
)

) ss.

CITY AND COUNTY OF HONOLULU

)

On DEC X 2 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities



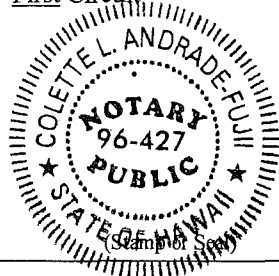
*Colette Andrade-Fujii*

Notary Public, State of Hawaii

Printed Name of Notary: Colette L. Andrade-Fujii

My commission expires: July 7, 2012

Doc. Date: <u>Updated at time of Notarization</u>	#Pages: <u>12</u>
Name: <u>Colette L. Andrade-Fujii</u>	First Circuit
Doc. Description: <u>Grant of Avigation and Noise Easements:</u>	
<u><i>Colette Andrade-Fujii</i></u>	DEC X 2 2010
Signature	Date
NOTARY CERTIFICATION	





**EXHIBIT "A"**

Those certain parcels of land situate at Hoʻouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

**Lot 17702**, as shown on Map 1359; and

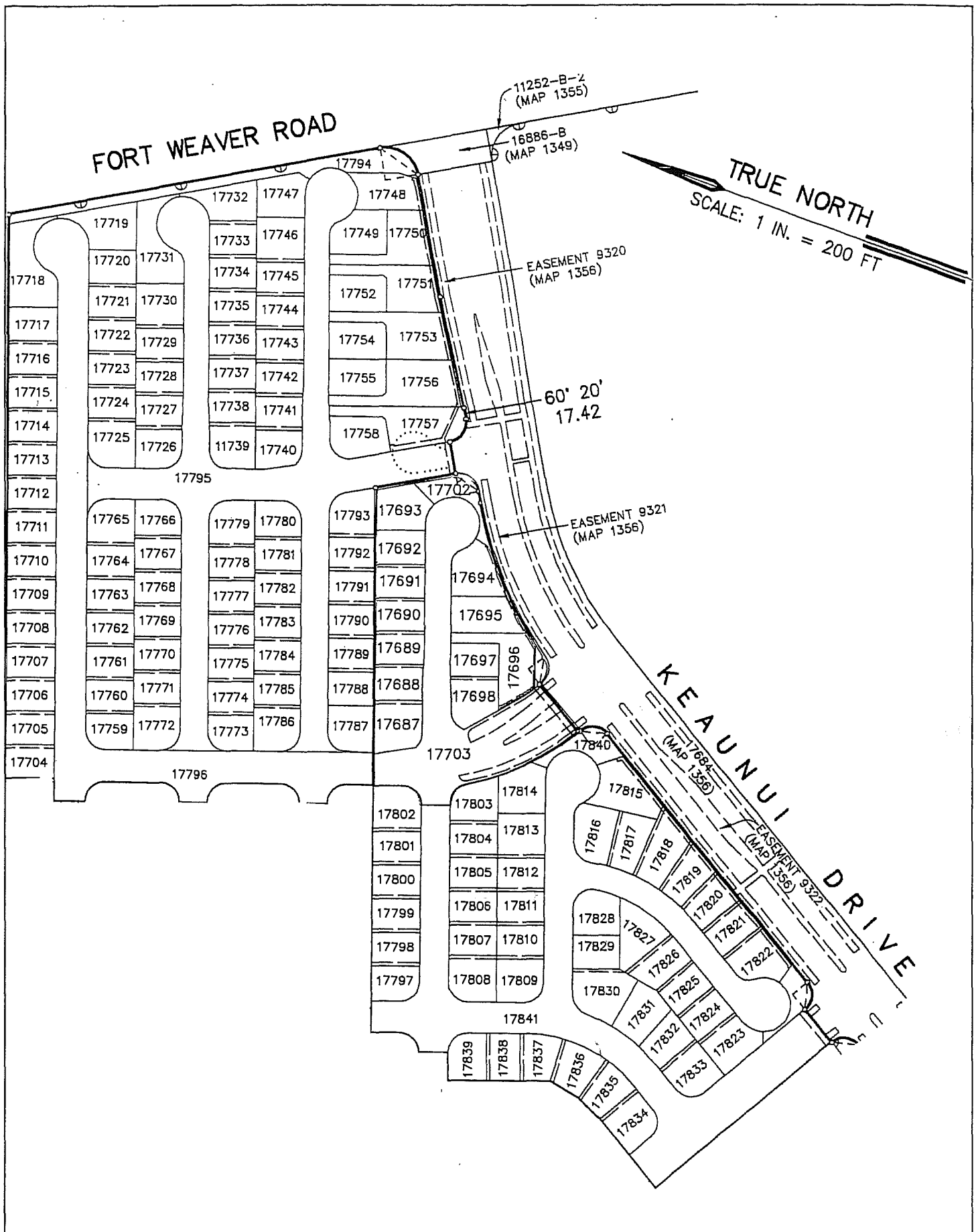
**Lot 17794 and 17840**, Map 1360, both as filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased;

Being the land described in Land Court Certificate of Title No. 925,024 issued to Ewa by Gentry Community Association, a Hawaii non-profit corporation.

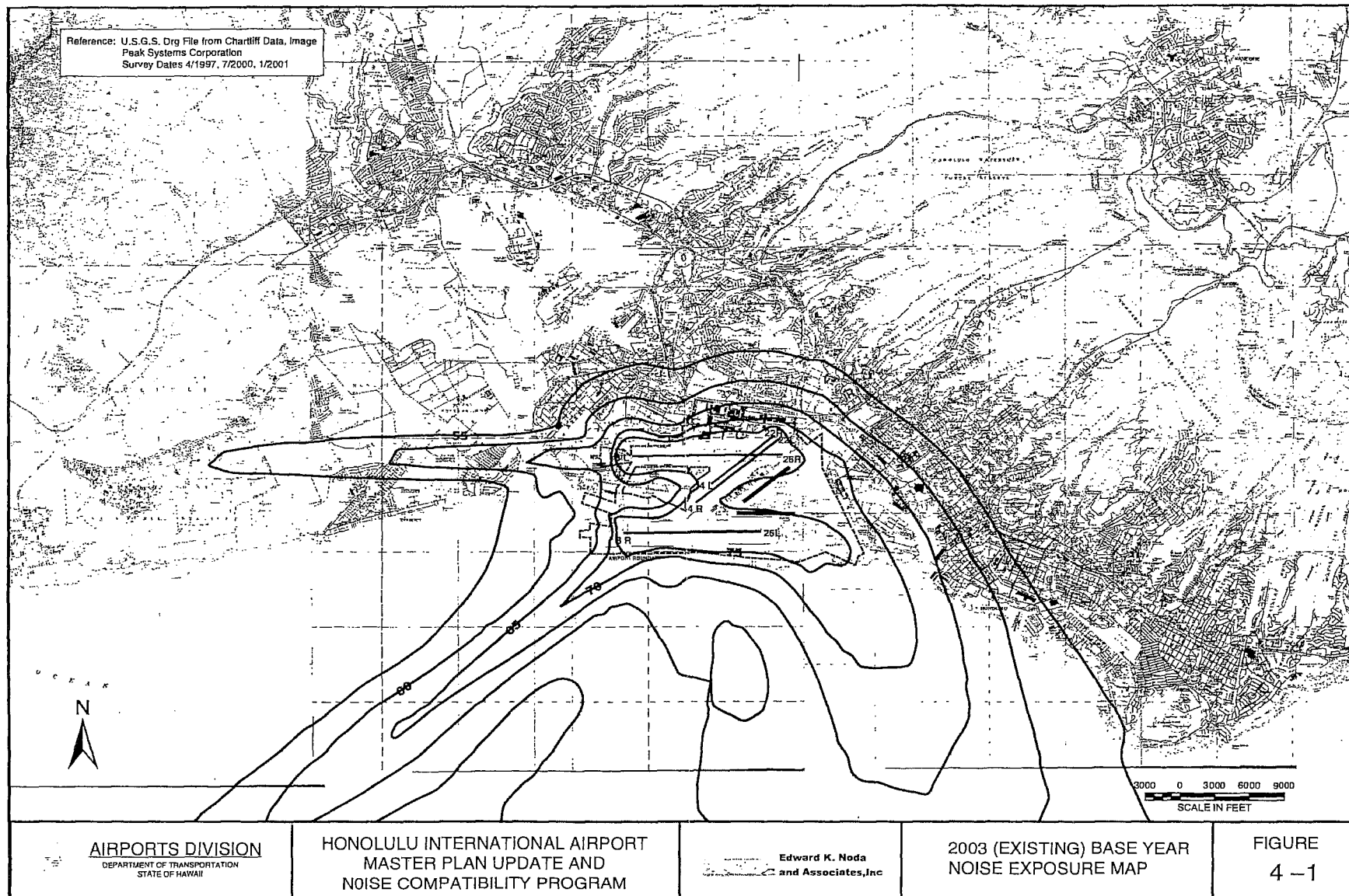
**End of Exhibit "A"**



**EXHIBIT "B"**









I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4041168  
CTN 937,890 & 1,002,774  
JAN 20. 2011 08:01 AM

as



Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

LC  
Return by Mail ( ) Pickup ( X ) To:  
Gentry Homes, Ltd. - Attn: md  
P.O. Box 295  
Honolulu, HI 96809-0295

ITC 329246  
Total No. Pages: 11

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lots 18729 and 18730, Map 1472, Ld. Ct. App. 1069  
Lot 18988, Map 1516, Ld. Ct. App. 1069

CT Nos.: 937,890 and 1,002,774

Tax Map No. 9-1-69:005





## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 27th day of December, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor holds title to portions of that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-69:5, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", both exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor will develop the Property for residential, industrial and commercial uses, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may



subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:

- (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, of all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.
- (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.



3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an



indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.


13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.

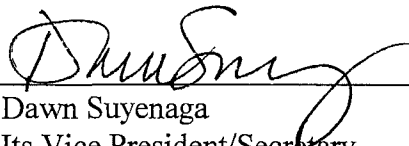
14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation

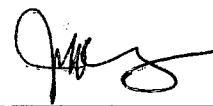
By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”


[Grant of Avigation and Noise Easement  
Ewa by Gentry – Areas 45/46 – Model Complex and Landscape Lots]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: JEFFREY CHAN  
Title: ACTING DIRECTOR OF TRANSPORTATION

“Grantee

APPROVED AS TO FORM:

  
Deputy Attorney General



STATE OF HAWAII

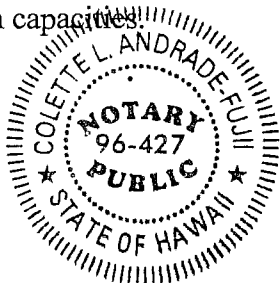
)

) ss.

CITY AND COUNTY OF HONOLULU

)

On DEC - 7 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities:



*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii

Printed Name of Notary: Colette L. Andrade-Fujii

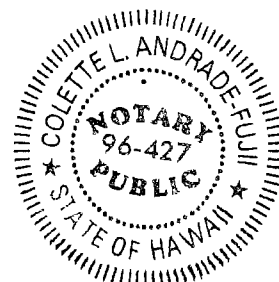
My commission expires: July 7, 2012

Doc. Date: Undated at time of Notarization #Pages: 11

Name: Colette L. Andrade-Fujii First Circuit

Doc. Description: Grant of Avigation and Noise Easement:

*Colette L. Andrade-Fujii* DEC - 7 2010  
Signature Date  
NOTARY CERTIFICATION



(Stamp or Seal)



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

On \_\_\_\_\_, before me personally appeared \_\_\_\_\_ to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



**EXHIBIT "A"**

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

**Lots 18729 and 18730, Map 1472 and**

**Lot 18988, Map 1516**, both of said maps filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being a portion of the land described in Certificate of Title Nos. **937,890** (as to Lots 18729 and 18730) and **1,002,774** (as to Lot 18988) issued to Gentry Homes, Ltd., a Hawaii corporation.

End of Exhibit "A"



EXHIBIT "B"

Composite of Maps 1408, 1472, 1486 & 1516  
Land Court Application No. 1069

Currently being  
consolidated with  
Lot 18987, Map 1513 by  
Pending Map 1518

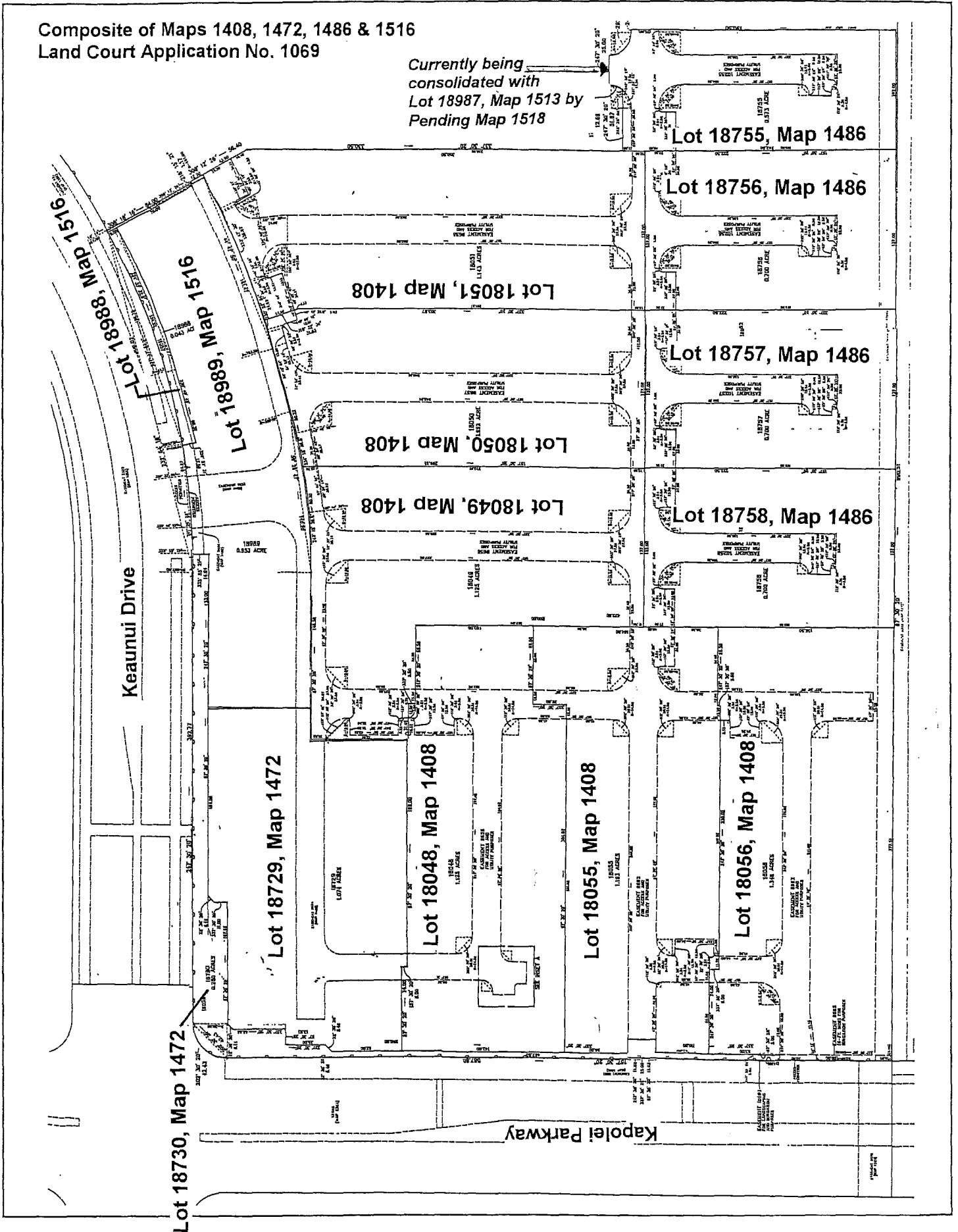
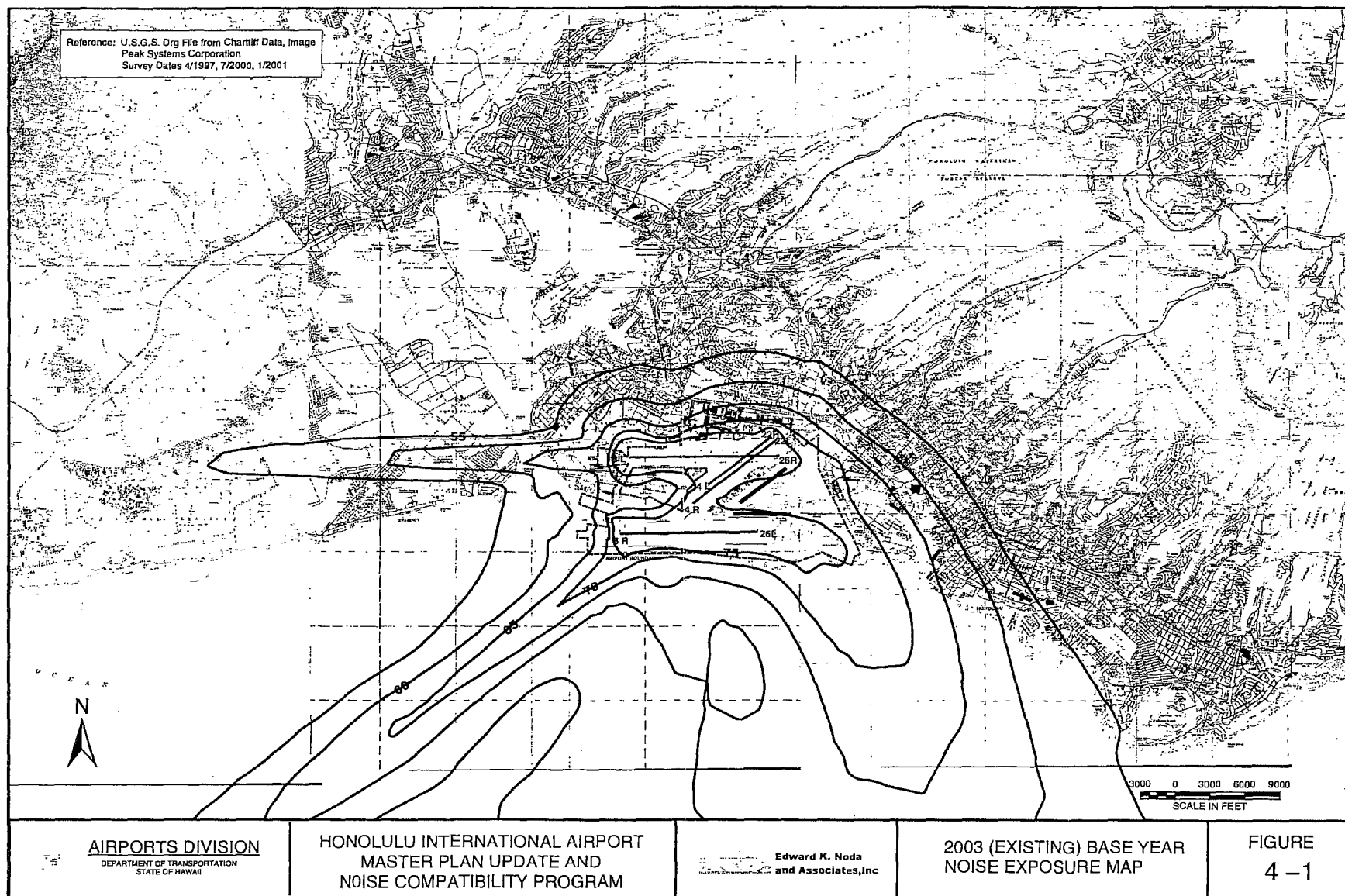





EXHIBIT "C"





I hereby certify that this is  
a true copy from the records  
of the Bureau of Conveyances,

Doc 4046416  
CTN AS LISTED HEREIN  
as FEB 04, 2011 08:01 AM

  
Registrar of Conveyances  
Assistant Registrar, Land Court  
State of Hawaii

LC  
Return by Mail ( ) Pickup ( X ) To:  
Gentry Homes, Ltd. - Attn: md  
P.O. Box 295  
Honolulu, HI 96809-0295

ITC 335160  
Total No. Pages 16

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lots 18048, 18055 and 18056, inclusive, Map 1408, Ld. Ct. App. 1069  
Lots 18049, 18050 and 18051, inclusive, Map 1408, Ld. Ct. App. 1069  
Lots 18756 to 18758, inclusive, Map 1486, Ld. Ct. App. 1069

CT Nos.: See Attached Exhibits "A-1" to "A-3"

Tax Map No. 9-1-149;007,008, 009, 013 & 014





## GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 27th day of December, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

### WITNESSETH THAT:

WHEREAS, Grantor is the "Developer" named in the following Declarations of Condominium Property Regimes:

- (a) Declaration of Condominium Property Regime of LAULANI dated March 5, 2009, recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3836744, as amended, which affects that certain parcel of land described in Exhibit "A-1" attached hereto and noted on those certain Certificates of Title also listed in said Exhibit "A-1"; and
- (b) Declaration of Condominium Property Regime of LAULANI II dated August 28, 2009, recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3893981, as amended, which affects that certain parcel of land described in Exhibit "A-2" attached hereto and noted on those certain Certificates of Title also listed in said Exhibit "A-2".
- (c) Declaration of Condominium Property Regime of LAULANI III dated February 24, 2010, recorded in said Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3944001, as amended, which affects that certain parcel of land described in Exhibit "A-3" attached hereto and noted on those certain Certificates of Title also listed in said Exhibit "A-3".

All of the above Declarations of Condominium Property Regime are hereinafter collectively referred to as the "Declarations".

WHEREAS, the Declarations cover that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-69:5, more fully described in Exhibits "A-1" to "A-3", and shown in the map marked as Exhibit "B", all exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Section 9.6 of the Declarations reserves the right unto the Grantor to designate, reserve and grant easements until December 31, 2029; and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto



as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor will develop the Property for residential, industrial and commercial uses, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure Map, such map may be amended or replaced upon official adoption by Grantee which may subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:
  - (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, of all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter



invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.

- (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action



which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.



10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.

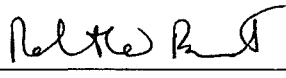
14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.

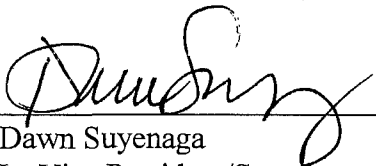
*[The remainder of this page intentionally left blank. Signatures begin immediately on next page.]*



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation

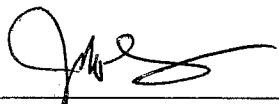
By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”

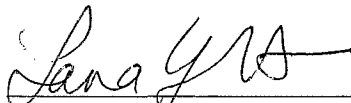
[Grant of Avigation and Noise Easement  
Ewa by Gentry – Areas 45/46 – Laulani, Laulani II & Laulani III]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: JEFFREY CHAN  
Title: ACTING DIRECTOR OF TRANSPORTATION

“Grantee

APPROVED AS TO FORM:

  
Deputy Attorney General



STATE OF HAWAII

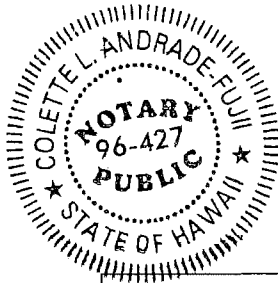
)

) ss.

CITY AND COUNTY OF HONOLULU

)

On DEC - 7 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



*Colette L. Andrade-Fujii*

Notary Public, State of Hawaii

Printed Name of Notary: Colette L. Andrade-Fujii

My commission expires: July 7, 2012

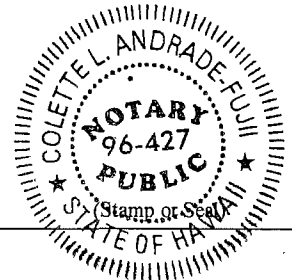
Doc. Date: Undated at time of Notarization #Pages: 16

Name: Colette L. Andrade-Fujii First Circuit

Doc. Description: Grant of Avigation and Noise Easements:

*Colette L. Andrade-Fujii* DEC - 7 2010  
Signature Date

NOTARY CERTIFICATION





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

On \_\_\_\_\_, before me personally appeared  
\_\_\_\_\_ to me personally known, who being by me duly sworn  
or affirmed, did say that such person executed the foregoing instrument as the free act and deed  
of such person, and if applicable in the capacity shown, having been duly authorized to execute  
such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



**EXHIBIT "A-1"**

ALL of the premises comprising that certain condominium project known as "LAULANI" consisting of that certain parcel of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lots 18048, 18055 and 18056**, as shown on Map 1408, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated March 5, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3836744, as amended and Condominium Map No. 1992, as amended.

Being the land described in Land Court Certificate of Title Nos.

<b>In Order by Apt. No.</b>		<b>In Order by Certificate of Title No.</b>	
<b>Apt. No.</b>	<b>Certificate No.</b>	<b>Certificate No.</b>	<b>Apt. No.</b>
1	950,512	949,680	16
2	955,779	950,107	25
3	955,778	950,266	29
4	961,017	950,512	1
5	959,946	952,726	18
6	957,011	953,328	28
7	956,376	953,329	22
8	1,002,893	953,590	26
9	956,517	953,818	17
10	965,437	953,964	19
11	962,869	954,343	31
12	960,609	954,409	23
13	958,845	955,225	24
14	959,216	955,778	3
15	961,339	955,779	2
16	949,680	956,376	7
17	953,818	956,517	9
18	952,726	957,011	6
19	953,964	958,845	13
20	958,848	958,847	33
21	968,844	958,848	20
22	953,329	959,216	14
23	954,409	959,481	34
24	955,225	959,946	5
25	950,107	960,265	32
26	953,590	960,435	30
27	975,260	960,609	12
28	953,328	961,017	4
29	950,266	961,338	51
30	960,435	961,339	15
31	954,343	961,878	42



In Order by Apt. No.		In Order by Certificate of Title No.	
Apt. No.	Certificate No.	Certificate No.	Apt. No.
32	960,265	962,016	52
33	958,847	962,534	47
34	959,481	962,751	49
35	965,897	962,752	44
36	962,868	962,868	36
37	982,929	962,869	11
40	964,704	962,959	50
41	963,960	963,960	41
42	961,878	964,704	40
43	965,615	964,821	45
44	962,752	965,437	10
45	964,821	965,615	43
46	966,027	965,616	53
47	962,534	965,896	48
48	965,896	965,897	35
49	962,751	966,027	46
50	962,959	968,844	21
51	961,338	975,260	27
52	962,016	982,929	37
53	965,616	1,002,893	8

END OF EXHIBIT "A-1"



## EXHIBIT "A-2"

ALL of the premises comprising that certain condominium project known as "LAULANI II" consisting of those certain parcels of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

**Lots 18049, 18050 and 18051**, as shown on Map 1408, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased; and

all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated August 28, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3893981, as amended by Document Nos. 3907487, 3912031 and 3943612 and Condominium Map No. 2016, as amended.

In Order by Apt. No.		In Order by Certificate of Title No.	
Apt. No.	Certificate No.	Certificate No.	Apt. No.
38	970,178	970,177	39
39	970,177	970,178	38
73	973,542	971,191	74
74	971,191	971,271	76
75	978,700	972,070	77
76	971,271	972,204	80
77	972,070	972,205	79
78	972,511	972,206	82
79	972,205	972,207	84
80	972,204	972,208	86
81	972,761	972,511	78
82	972,206	972,759	85
83	972,760	972,760	83
84	972,207	972,761	81
85	972,759	973,542	73
86	972,208	976,100	96
96	976,100	976,370	100
97	976,604	976,431	102
98	976,602	976,600	99
99	976,600	976,602	98
100	976,370	976,604	97
101	977,048	977,048	101
102	976,431	977,049	103
103	977,049	977,050	104
104	977,050	977,057	108
105	978,849	977,061	106
106	977,061	977,557	109
107	978,848	977,710	110
108	977,057	978,700	75
109	977,557	978,848	107
110	977,710	978,849	105
120	981,555	981,144	121



In Order by Apt. No.		In Order by Certificate of Title No.	
Apt. No.	Certificate No.	Certificate No.	Apt. No.
121	981,144	981,259	127
122	981,556	981,260	125
123	981,861	981,292	124
124	981,292	981,555	120
125	981,260	981,556	122
126	981,557	981,557	126
127	981,259	981,861	123
128	981,963	981,963	128
129	994,280	983,103	131
130	983,485	983,314	133
131	983,103	983,394	132
132	983,394	983,485	130
133	983,314	983,486	134
134	983,486	983,487	136
135	983,622	983,622	135
136	983,487	994,280	129

END OF EXHIBIT "A-2"



**EXHIBIT "A-3"**

ALL of the premises comprising that certain condominium project known as "LAULANI III" consisting of those certain parcels of land situate at Honouliuli, District of Ewa, Island of Oahu, State of Hawaii, described as follows:

Lots 18756, 18757 and 18758, as shown on Map 1486, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being the land described in Land Court Certificate of Title No. 974,357 and all of the improvements and appurtenances thereof as described in and established by that certain Declaration of Condominium Property Regime dated February 24, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3944001, as amended by Document Nos. 3945423, 3947364, 3950974 and 3977023 and Condominium Map No. 2040, as amended.

In Order by Apt. No.		In Order by Certificate of Title No.	
Apt. No.	Certificate No.	Certificate No.	Apt. No.
87	986,751	985,798	94
88	986,978	985,799	95
89	986,594	986,180	93
90	986,183	986,183	90
91	986,636	986,184	92
92	986,184	986,594	89
93	986,180	986,636	91
94	985,798	986,751	87
95	985,799	986,978	88
111	995,650	991,845	119
112	994,492	994,155	117
113	995,206	994,292	116
114	994,493	994,492	112
115	995,329	994,493	114
116	994,292	994,779	118
117	994,155	995,206	113
118	994,779	995,329	115
119	991,845	995,650	111
137	1,001,990	1,000,628	145
138	1,002,126	1,000,787	143
139	1,002,128	1,001,611	140
140	1,001,611	1,001,990	137
141	1,002,011	1,002,011	141
142	1,002,129	1,002,126	138
143	1,000,787	1,002,127	144
144	1,002,127	1,002,128	139
145	1,000,628	1,002,129	142

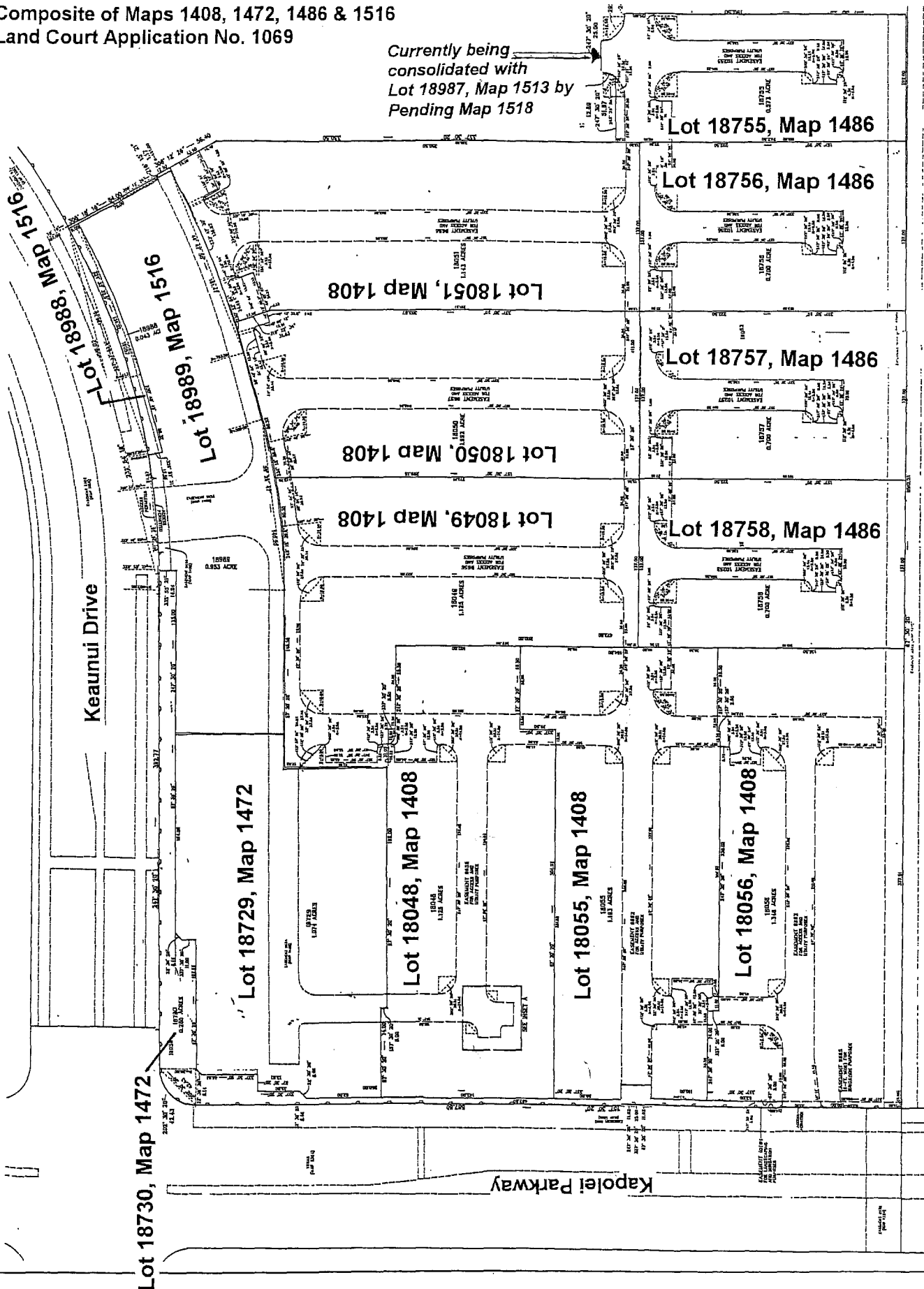
**END OF EXHIBIT "A-3"**



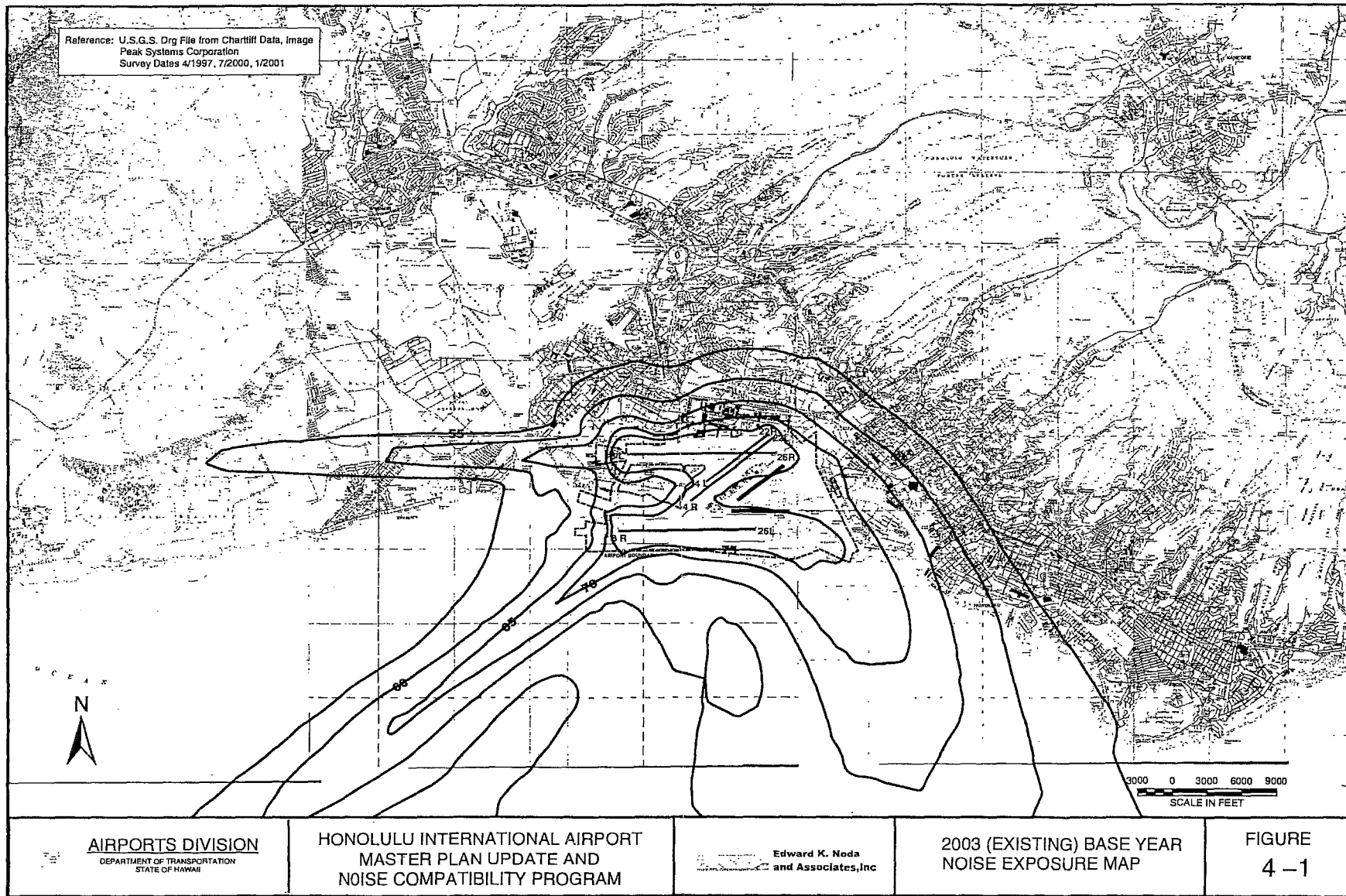
EXHIBIT "B"

Composite of Maps 1408, 1472, 1486 & 1516  
Land Court Application No. 1069

Currently being  
consolidated with  
Lot 18987, Map 1513 by  
Pending Map 1518









NO  
20cc  
10 A/Cts



L-122 STATE OF HAWAII  
OFFICE OF ASSISTANT REGISTRAR  
RECORDED  
JAN 24, 2011 08:01 AM  
Doc No(s) 4042097  
on Cert(s) AS LISTED HEREIN



20 2/2 Z10

/s/ NICKI ANN THOMPSON  
ASSISTANT REGISTRAR

W

Return by Mail ( ) Pickup ( X ) To:  
Gentry Homes, Ltd. - Attn: md  
P.O. Box 295  
Honolulu, HI 96809-0295

ITC 324024  
Total No. Pages: 13

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Homes, Ltd.  
State of Hawaii

Property Affected: Lots 17274, 17275, 17277, 17278, 17283, 17284; 17287 to 17294,  
inclusive; 17296 to 17301, inclusive, Map 1326, Ld.Ct.App. 1069

CT Nos.: See Attached Exhibits

Tax Map No. (1) 9-1-150: 043; 044; 046; 047; 052; 053; 056 to 063; 065 to 070



GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 27th day of December, 2010, by GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor made a reservation in the following deeds to reserve the right for itself, its successors and assigns to record a Grant of Avigation and Noise Easements in favor of the State of Hawaii in a form prescribed by the State Department of Transportation:

- (a) Deed and Additional Restrictions dated March 19, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3950314, which affects Lot 17274, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 976,605;
- (b) Deed and Additional Restrictions dated May 26, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3863113, which affects Lot 17275, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 947,249;
- (c) Deed and Additional Restrictions undated and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3971206, which affects Lot 17277, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 985,592;
- (d) Deed and Additional Restrictions dated September 16, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3790645, which affects Lot 17278, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 923,327;
- (e) Deed and Additional Restrictions dated December 9, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3812557, which affects Lot 17283, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 930,723;
- (f) Deed and Additional Restrictions dated March 5, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3946339, which affects Lot 17284, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 975,293;
- (g) Deed and Additional Restrictions dated November 17, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3806840, which affects Lot 17287, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 928,773;
- (h) Deed and Additional Restrictions dated November 28, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as



Document No. 3853694, which affects Lot 17288, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 944,144;

(i) Deed and Additional Restrictions dated October 10, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3797893, which affects Lot 17289, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 925,692;

(j) Deed and Additional Restrictions dated March 26, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3843713, which affects Lot 17290, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 941,278;

(k) Deed and Additional Restrictions dated January 20, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3934828, which affects Lot 17291, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 971,193;

(l) Deed and Additional Restrictions dated March 15, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3840422, which affects Lot 17292, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 940,479;

(m) Deed and Additional Restrictions dated April 9, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3958755, which affects Lot 17293, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 980,208;

(n) Deed and Additional Restrictions dated November 24, 2008 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3809929, which affects Lot 17294, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 929,802;

(o) Deed and Additional Restrictions dated November 2, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 4017289, which affects Lot 17296, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 1,002,929;

(p) Deed and Additional Restrictions dated March 3, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3946342, which affects Lot 17297, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 975,294;

(q) Deed and Additional Restrictions dated May 19, 2009 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3861105, which affects Lot 17298, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 946,670;

(r) Deed and Additional Restrictions dated January 13, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3934825, which affects Lot 17299, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 971,192;



(s) Deed and Additional Restrictions dated April 12, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3955882, which affects Lot 17300, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 978,850; and

(t) Deed and Additional Restrictions dated January 25, 2010 and recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3935925, which affects Lot 17301, Map 1326, Land Court Application No. 1069 and is noted on Certificate of Title No. 971,568; and

All of the above Deeds and Additional Restrictions are hereinafter collectively referred to as the "Deeds".

WHEREAS, the Deeds cover that certain real property situated in Ewa, Oahu, Hawaii, identified as a portion of Tax Map Key No: 9-1-10:7, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", all exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor has developed the Property for residential use, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure



Map, such map may be amended or replaced upon official adoption by Grantee which may subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

**NOW THEREFORE**, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:

(a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, of all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.

(b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.



3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an



indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.

13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.


14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.

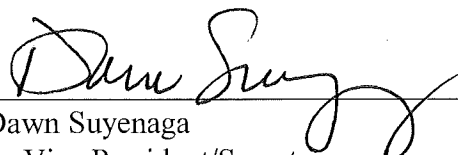
*[The remainder of this page intentionally left blank. Signatures begin immediately on next page.]*



IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

GENTRY HOMES, LTD.,  
a Hawaii corporation

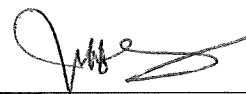
By   
Robert W. Brant  
Its President

By   
Dawn Suyenaga  
Its Vice President/Secretary

“Grantor”

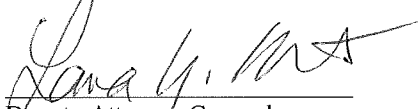
[Grant of Avigation and Noise Easement  
Ewa by Gentry – Area 37, Ph 2]

DEPARTMENT OF TRANSPORTATION  
State of Hawaii

By   
Name: JEFFREY CHAN  
Title: ACTING DIRECTOR OF TRANSPORTATION

“Grantee

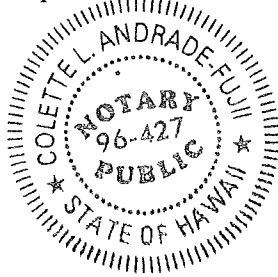
APPROVED AS TO FORM:

  
Deputy Attorney General



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

On DEC x 2 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



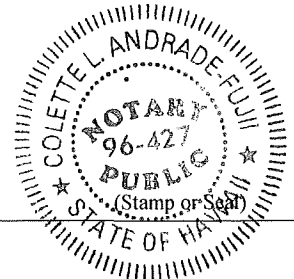
Colette L. Andrade-Fujii  
Notary Public, State of Hawaii  
Printed Name of Notary: Colette L. Andrade-Fujii  
My commission expires: July 7, 2012

Doc. Date: Undated at time of Notarization #Pages: 13

Name: Colette L. Andrade-Fujii First Circuit

Doc. Description: Grant of Avigation and Noise Easements:

Colette L. Andrade-Fujii DEC x 2 2010  
Signature Date  
NOTARY CERTIFICATION





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

On \_\_\_\_\_, before me personally appeared  
\_\_\_\_\_ to me personally known, who being by me duly sworn  
or affirmed, did say that such person executed the foregoing instrument as the free act and deed  
of such person, and if applicable in the capacity shown, having been duly authorized to execute  
such instrument in such capacity.

\_\_\_\_\_  
Printed Name of Notary: \_\_\_\_\_  
Notary Public, State of Hawaii  
My Commission Expires: \_\_\_\_\_

Doc Dated: \_\_\_\_\_ # Pages: \_\_\_\_\_

Name: \_\_\_\_\_ First Circuit

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

NOTARY CERTIFICATION



## EXHIBIT "A"

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

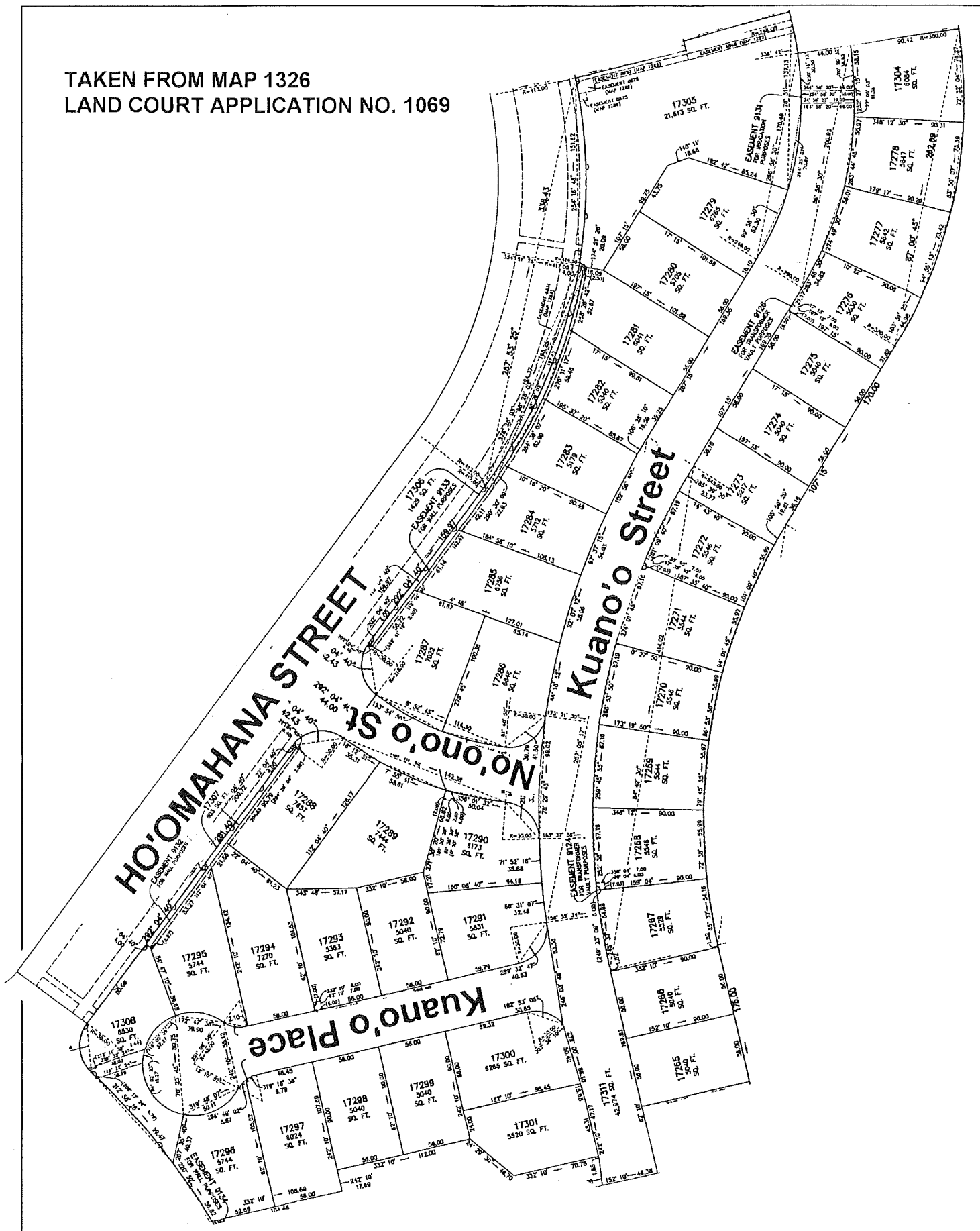
Lot 17274, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 976,605;  
Lot 17275, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 947,249;  
Lot 17277, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 985,592;  
Lot 17278, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 923,327;  
Lot 17283, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 930,723;  
Lot 17284, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 975,293;  
Lot 17287, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 928,773;  
Lot 17288, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 944,144;  
Lot 17289, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 925,692;  
Lot 17290, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 941,278;  
Lot 17291, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 971,193;  
Lot 17292, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 940,479;  
Lot 17293, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 980,208;  
Lot 17294, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 929,802;  
Lot 17296, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 1,002,929;  
Lot 17297, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 975,294;  
Lot 17298, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 946,670;  
Lot 17299, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 971,192;  
Lot 17300, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 978,850; and  
Lot 17301, Map 1326, Land Court Application No. 1069, noted on Certificate of Title No. 971,568.

End of Exhibit "A"

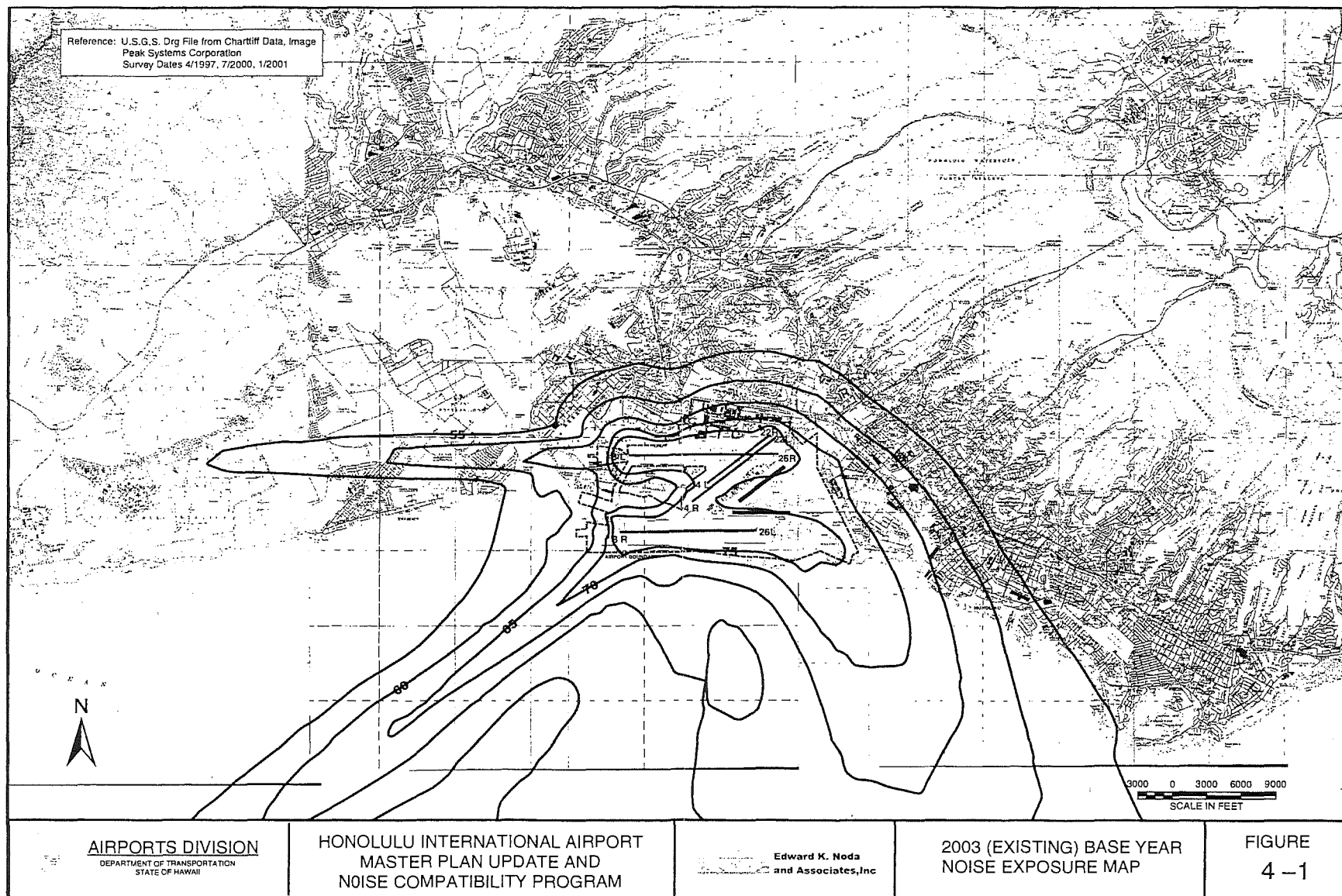


**EXHIBIT "B"**

TAKEN FROM MAP 1326  
LAND COURT APPLICATION NO. 1069









BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAI'I

In The Matter Of The Petition Of	)	DOCKET NO. A03-738
	)	
GENTRY INVESTMENT PROPERTIES,	)	CERTIFICATE OF SERVICE
A Hawai'i Limited Partnership	)	
	)	
To Amend the Agricultural Land Use District	)	
Boundary Into the Urban Land Use District	)	
for Approximately 282.614 Acres of Land at	)	
`Ewa, O`ahu, Hawai'i, Tax Map Key Nos:	)	
9-1-10: 7 And 9-1-69:5	)	
_____	)	

**CERTIFICATE OF SERVICE**

I hereby certify that an e-timestamp copy of the foregoing document was duly served upon the following AS INDICATED BELOW on September 5, 2025.

ALISON S. KATO, ESQ.  
Deputy Attorney General  
Department of the Attorney General  
425 Queen Street  
Honolulu, Hawai'i 96813

HAND-DELIVERY

MARY ALICE EVANS, DIRECTOR  
RUBY M. EDWARDS  
AARON H. SETOGAWA  
Office of Planning and Sustainable Development, State of Hawai'i  
235 South Beretania Street  
Room 600, Leiopapa A Kamehameha Bldg.  
Honolulu, Hawai'i 96813

HAND-DELIVERY



DAWN TAKEUCHI-APUNA, DIRECTOR  
DINA WONG  
FRANZ KRAINTZ  
City and County of Honolulu  
Department of Planning and Permitting  
650 South King Street, 7th Floor  
Honolulu, Hawai'i 96813

HAND-DELIVERY

BRAD TAMIO SAITO, ESQ.  
PONO ARIAS, ESQ.  
Deputy Corporation Counsels  
City and County of Honolulu  
Department of Corporation Counsel  
1001 Bishop Street, Suite 2020  
Honolulu, Hawai'i 96813

HAND-DELIVERY

J. DOUGLAS ING, ESQ.  
BRIAN A. KANG, ESQ.  
Watanabe Ing LLP  
999 Bishop Street, Suite 1250  
Honolulu, Hawai'i 96813

HAND-DELIVERY

MR. PETER D. KWAN, Vice President  
Haseko Construction Management Group, Inc.  
c/o Haseko Hawaii Inc.  
91-1001 Kaimalie Street, #205  
Ewa Beach, Hawai'i 96706

U.S. CERTIFIED MAIL  
RETURN RECEIPT  
REQUESTED

DATED: Honolulu, Hawai'i, September 5, 2025.

Of Counsel:

MATSUBARA, KOTAKE & TABATA  
A Law Corporation



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BENJAMIN M. MATSUBARA

CURTIS T. TABATA

Attorneys for Petitioner

GENTRY INVESTMENT PROPERTIES