

INFORMATION PACKET

Disposition of Hawaiian Home Lands by General Leases for Renewable Energy Projects on O‘ahu, Moloka‘i, and Hawai‘i Island

Leasing Agency

State of Hawaii
Department of Hawaiian Home Lands
Land Management Division
91-5420 Kapolei Parkway
Kapolei, Hawai‘i 96707

August 31, 2020

<p style="text-align: center;">INFORMATION PACKET</p> <p style="text-align: center;">Disposition of Hawaiian Home Lands by General Leases</p> <p style="text-align: center;">for Renewable Energy Projects on O‘ahu, Moloka‘i, and Hawai‘i Island</p>
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TABLE OF CONTENTS

SECTION 1: PUBLIC NOTICE.....	4
SECTION 2: INTRODUCTION, OBJECTIVES, AND GENERAL INFORMATION.....	6
2.1 Introduction.....	6
2.2 General Objectives and Process.....	6
2.3 Other General Information and Necessary Qualifications.....	7
SECTION 3: APPLICATION REQUIREMENTS AND EVALUATION CRITERIA.....	9
3.1 Application Deadline, Application Fee, and Submittal Requirements.....	9
3.2 Application Form.....	9
3.3 Application Contents.....	10
3.4 Application Fee.....	12
3.5 Addenda to this Information Packet.....	12
3.6 Evaluation Criteria.....	12
SECTION 4: PARCELS AVAILABLE FOR RENEWABLE ENERGY PROJECTS.....	14
4.1 Introduction.....	14
4.2 Parcels Available for Renewable Energy Projects.....	14
4.3 Related DHHL Plans and Maps.....	14
4.4 Other Site Considerations.....	15
4.5 SITE 1: Nānākuli, O‘ahu.....	15
4.6 SITE 2: Ho‘olehua, Moloka‘i.....	20
4.7 SITE 3: Kawaihae, Hawai‘i Island.....	23
4.8 SITE 4: Kalaoa, Hawai‘i Island.....	26
APPENDICES.....	30
APPENDIX A: Application Form.....	31
APPENDIX B: Process and Schedule.....	34
APPENDIX C: Sample Right-of-Entry Form.....	36

LIST OF ACRONYMS

The following is a list of terms, abbreviations, and acronyms used in this document:

BC	Beneficiary Consultation
CBRE	Community-Based Renewable Energy
DHHL	Department of Hawaiian Home Lands
HECO	Hawaiian Electric, including Maui Electric and Hawai‘i Electric Light
HHC	Hawaiian Homes Commission
HRS	Hawai‘i Revised Statutes
RFP	Request for Proposals

SECTION 1: PUBLIC NOTICE
DISPOSITION OF HAWAIIAN HOME LANDS BY GENERAL LEASES
FOR RENEWABLE ENERGY PROJECTS ON OAHU, MOLOKAI,
AND HAWAII ISLAND

The Department of Hawaiian Home Lands (“DHHL”) is soliciting proposals from renewable energy producers who are interested in negotiating an agreement or agreements to use available lands on O‘ahu, Moloka‘i, and Hawai‘i Island to develop and operate qualifying renewable energy projects pursuant to HRS Section 171-95.3, as amended.

DHHL will consider qualifying renewable energy projects, including, but not limited to those modeled as Community-Based Renewable Energy projects on a portion or portions of the available lands identified and noted below:

ISLAND	TAX MAP KEY NO.	ACRES	LOCATION	NOTES
Oahu	8-9-007:002 (portion)	448	Nanakuli	Portion of parcel subject to negotiation
Molokai	5-2-001:004 (portion)	462	Hoolehua	Up to 20 acres
Hawaii	6-1-006:003 (portion)	20	Kawaihae	Up to the entire 20 acres
Hawaii	7-3-010:007 (portion)	100	Kalaoa	Up to 100 acres in the southern half of the 200-acre parcel

Applicants who are interested in participating in this opportunity must submit a complete application to DHHL **by 2:00 pm HST on Friday, October 16, 2020** to be considered. **Applications must be addressed to and received by Department of Hawaiian Home Lands, Land Management Division, Attention: 2020 Renewable Energy Projects, at 91-5420 Kapolei Parkway, Kapolei, Hawai‘i 96707 by the deadline above.**

A complete application must contain the information below and any other information or materials identified in the Information Packet (available at the link below):

- Description of the project
- Timeline for the completion of the project
- Description of how the project will be financed
- Description of the business concept of the project
- Description of the landscape and acreage requirements, including lands that would be accessible to the public and lands that would not be accessible to the public; and
- Any other qualifications that DHHL requests through posted amendments to the Information Packet.

Chapter 343, HRS, Environmental Assessment: Applicants selected to proceed through the leasing process shall be required to complete compliance with Chapter 343, HRS, as amended, prior to the start of any general lease for a site. Such compliance shall assess the impacts that the proposed development will have on the surrounding community and environment.

Qualifying applicants are also expected to complete DHHL's beneficiary consultation and other public hearing processes, any terms and conditions the parties may negotiate, and the general processes, procedures, or requirements otherwise described in the Information Packet (as amended or supplemented).

The Information Packet is available at <https://dhhl.hawaii.gov/procurement> under the "Solicitations" heading. The Information Packet includes an application, general property information, DHHL's objectives and criteria for the desired project, a preliminary outline of the leasing process, schedule, and other DHHL requirements.

For additional information, contact Allen G. Yanos, Property Development Agent in the Land Management Division, at (808) 620-9460 or via email at allen.g.yanos@hawaii.gov no later than Tuesday, September 15, 2020 at 2:00 pm HST.

Information is located on DHHL's procurement webpage for ease of reference only. The potential dispositions of Hawaiian home lands set forth herein are not governed by Chapter 103D, HRS.

DHHL reserves the right to rescind this notice and to cancel or modify this solicitation in its sole discretion.

Dated: Honolulu, Hawai'i, August 31, 2020.

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS
By William J. Aila, Jr., Chairman
Hawaiian Homes Commission

Honolulu Star Advertiser
The Garden Island
Hawaii Tribune-Herald
West Hawaii Today
The Maui News
The Molokai Dispatch

SECTION 2: INTRODUCTION, OBJECTIVES, AND GENERAL INFORMATION

Disposition of Hawaiian Home Lands by General Leases for Renewable Energy Projects on Oahu, Molokai, and Hawaii Island

2.1 Introduction

The Department of Hawaiian Home Lands (“DHHL”) is an executive agency of the State of Hawaii, carrying out the purposes of the Hawaiian Homes Commission Act of 1920, as amended (“HHCA”), to rehabilitate the lives of native Hawaiians. DHHL, under the control of its executive board known as the Hawaiian Homes Commission, maintains exclusive control and management of certain public lands called Hawaiian Home Lands. Under Section 204 of the HHCA, DHHL may lease lands it deems are not required for homestead leasing under Section 207. DHHL may lease those “available lands” to the public, including native Hawaiians, on the same terms applicable to the disposition of public lands under HRS Chapter 171. Dispositions of public lands to renewable energy producers for use in the development of renewable energy projects is governed, in part, under HRS Section 171-95.3.

2.2 General Objectives and Process

DHHL intends to lease portions of available lands on O‘ahu, Moloka‘i, and Hawai‘i Island to qualified renewable energy producers (as defined under HRS Section 171-95) for the development of renewable energy projects, including, but not limited to those modeled as Community-Based Renewable Energy (“CBRE”) projects. DHHL’s objectives are to seek proposals that maximize income to DHHL for the betterment of native Hawaiian beneficiaries, propose projects that are compatible with surrounding uses, and provide community benefits for impacted DHHL homestead communities.

To achieve these objectives, all applicants will be subject to a selection process by DHHL. Qualified and selected applicants will also comply with the leasing process required under HRS section 171-95.3 and DHHL’s beneficiary consultation policy and procedures (see Hawaii Administrative Rules § 10-4-60).

For an applicant to be considered in DHHL’s selection process, an applicant must: (1) submit an application, including supporting documents that meet the criteria described more fully below; and (2) pay a non-refundable application review fee.

DHHL will initially review all completed applications received by the deadline to determine those applicants who are eligible to continue through the selection process. An evaluation committee will evaluate and select qualified applicant(s) who may then proceed in the leasing process (a “selected applicant”). A selected applicant is not entitled to a lease or any disposition, nor may DHHL be compelled to make any disposition of any of its available lands.

2.3 Other General Information and Necessary Qualifications

- 2.3.1 This solicitation is independent of any pending or expected RFP from a public utility. Each applicant is proceeding under this solicitation at its own cost and risk.
- 2.3.2 Appendix “B” provides a summary of the process and expected deadlines.
- 2.3.3 DHHL reserves the right to cancel or modify this solicitation in its sole discretion.
- 2.3.4 Applicants must qualify as a “renewable energy producer” as defined in HRS Section 171-95.
- 2.3.5 Non-compliance with any part of the application requirements, process, or procedure may result in immediate rejection of an application.
- 2.3.6 An application may be submitted for one or more sites.
- 2.3.7 DHHL will notify applicants who it deems eligible to proceed in the selection process.
- 2.3.8 DHHL will notify a selected applicant by letter (a “selection letter”) to then negotiate terms for a non-exclusive Right-of-Entry (“ROE”) to permit due diligence activities and define the terms and conditions for a lease. DHHL seeks to provide selected applicants with flexibility in offering pricing and leasing terms for their projects to ensure successful projects. All lease rent structures will be considered and evaluated upon their own individual merits.
- 2.3.9 The ROE and lease option is subject to final approval or rejection by the Hawaiian Homes Commission. To assist the HHC in making its decision, the selected applicant shall attend and participate in Beneficiary Consultation meetings, Public Hearings, and meetings of the Hawaiian Homes Commission in order to present information and respond to questions related to the developer, the project, potential impacts, and proposed community benefits.
- 2.3.10 Selected applicant will pay to DHHL a non-refundable fee of \$10,000.00 within seven (7) days of the issuance of a selection letter. If DHHL and the selected applicant execute an ROE, the fee will be credited to the ROE fee.
- 2.3.11 The ROE will be issued for a period of up to two (2) years. Any options for the selected applicant to extend the ROE must be negotiated with DHHL. The ROE fee for the initial two-year period will be payable, in advance, upon execution of the ROE. All payments under the ROE are non-refundable. Appendix “C” contains a sample form of the ROE. The sample is provided as a courtesy only and applicants should not rely on it as the final form or content of the ROE that may be executed.

- 2.3.12 The issuance of a general lease (and therefore any option) is conditioned on compliance with HRS Chapter 343 and other statutory and regulatory requirements. All costs of compliance and any resulting regulatory or mitigation measures shall be the sole responsibility of the selected applicant. Regulatory requirements and mitigation measures may be incorporated as conditions or terms of the option for a lease.
- 2.3.13 Applicants shall propose a community benefits package that shall be in addition to lease rent which will be considered in the evaluation and selection of applications. The community benefit should address homestead community needs and priorities as described in the DHHL Regional Plan for the area in which the applicant is submitting a proposal. Applicants should provide information about its past approach to community benefits and the outcome and impact of the benefits provided.
- 2.3.14 DHHL reserves the right to approve or disapprove any community benefits. Throughout the application, selection, and negotiation process, a selected applicant must disclose any and all community benefit provisions discussed, entertained, and/or negotiated with non-DHHL parties.
- 2.3.15 The selected applicant shall be responsible for obtaining all funds needed to develop its renewable energy project.
- 2.3.16 There will be no site visits scheduled due to the COVID-19 travel and gathering restrictions.
- 2.3.17 Questions regarding this solicitation may be emailed to the Land Management Division contact person no later than Tuesday, September 15, 2020 at 2:00 p.m. HST. Responses to all questions and any further instructions will be compiled in an addendum to this Information Packet, which will be posted on DHHL's procurement webpage under the "Solicitations" heading.

The contact person for this solicitation is:

Allen G. Yanos, Property Development Agent
Land Management Division
Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, Hawai'i 96707

Email (preferred): allen.g.yanos@hawaii.gov
Phone: (808) 620-9460

SECTION 3: APPLICATION REQUIREMENTS AND EVALUATION CRITERIA
Disposition of Hawaiian Home Lands by General Leases
for Renewable Energy Projects on O‘ahu, Moloka‘i, and Hawai‘i Island

3.1 Application Deadline, Application Fee, and Submittal Requirements

- 3.1.1 A completed application must be received by **2:00 p.m. HST on Friday, October 16, 2020**. A completed application shall consist of three (3) hard copies and a PDF copy of the same on a CD or USB thumb drive, accompanied by a non-refundable \$500.00 application fee. DHHL will not consider any application it receives after the application deadline.

The completed application should be addressed to:

Department of Hawaiian Home Lands
Land Management Division
Attention: 2020 Renewable Energy Projects
91-5420 Kapolei Parkway
Kapolei, Hawai‘i 96707

- 3.1.2 Applicants must ensure that an accurate and complete PDF copy of the application is on the storage medium provided for retrieval by DHHL.
- 3.1.3 Only applications received by postal mail or hand-delivery will be accepted. Emailed or faxed applications will not be considered.

3.2 Application Form

- 3.2.1 Appendix “A” contains the Application Form which must be submitted for each proposed renewable energy project. The Application Form serves as a transmittal/cover sheet for the documentation and information required in this Section. Alternatively, written statements containing the same information as requested in the Application Form may be used. The certification language at the end of the Application Form must be duly executed by the applicant.
- 3.2.2 Should any information change during the proposal evaluation, selection, and award process, it is the responsibility of the applicant to update DHHL in writing regarding the changes.
- 3.2.3 For consortium or joint ventures, DHHL expects the nature of the relationship between the parties to be fully explained, with organizational documents and charts, roles and responsibilities, and other information made necessary or requested to make an informed decision on the consortium or joint venture’s qualifications. Applicants should plan carefully. As a potential lessee, an applicant must be qualified as a “renewable energy producer”. If the potential or

intended lessee is not also the applicant, such potential or intended lessee must qualify as a “renewable energy producer” and sign the application as the “Co-Applicant”.

3.3 Application Contents

A completed application shall include the following information:

3.3.1 Qualifications and Experience Summary:

In submitting a completed application, an applicant must satisfy DHHL’s following minimum qualifications and experience requirements to be eligible to be considered for selection to continue with the leasing process:

- a. Provide evidence that the applicant qualifies as a renewable energy producer, as defined pursuant to Section 171-95, HRS and has demonstrated the capability of designing, building, and operating renewable energy projects in the commercial, industrial, and/or utility sectors, which were materially similar in size and scope of the proposed project.
- b. Satisfy ANY TWO of the following:
 - Total cost of renewable energy projects successfully completed and placed in service by applicant exceeds \$5,000,000.
 - Total book value of applicant’s company exceeds \$5,000,000.
 - Written evidence of ample funding to develop and construct applicant’s proposed renewable energy project
- c. Include a narrative and any supportive material that documents the applicant’s ability to develop a renewable energy project on DHHL lands.
- d. Applicants should not have a previous sale, lease, license, permit, or easement covering public lands canceled for failure to satisfy the terms, conditions, and covenants thereof during the five (5) years preceding August 31, 2020.

3.3.2 Additional Experience Information:

Having satisfied the minimum qualification and experience requirements in Section 3.3.1 above, the applicant shall also submit the following information:

- a. A list and brief description of renewable energy projects, including any CBRE projects, developed and their sizes.
- b. The role of the applicant in developing the listed projects.

- c. If applicable, a description of all projects or facilities owned and operated by the applicant.
- d. Previous experience performing relevant work in the State of Hawaii, if any.

3.3.3 Project Information:

For a specific renewable energy project being proposed, an applicant shall further provide for DHHL's evaluation the following:

- a. Description of the conceptual design of the project (including system size, Year 1 electricity production, any eligible incentives, etc.)
- b. Timeline for completion of the project.
- c. Description of the financial plan for project financing (financial information will be kept confidential to the extent allowed under Chapter 92F, HRS).
- d. Description of the business concept for the project.
- e. Description of the landscape and acreage requirements, including lands accessible to the public and lands not accessible to the public.
- f. Any other qualifications that DHHL later deemed necessary and required for the performance of the project.

3.3.4 Other Required Information:

All applicants shall further include the following:

- a. A completed Application Form included in Appendix "A" or written statements containing the information requested in the Application Form.
- b. The proposed non-refundable annual ROE fee(s) during the period(s) to conduct due diligence activities.
- c. The proposed lease rent(s) and any other compensation under the general lease period(s), including a "Commercial Operation Date Fee." The Commercial Operations Date Fee would be payable within 30 days of the Lessor receiving written notice from the Lessee that the energy facility is generating and delivering energy for sale to the utility company.
- d. The proposed fee to exercise the "option for a general lease" under the ROE. This would accompany the written request for issuance of the general lease.
- e. The specific financial and/or tangible community benefits to be provided to beneficiaries of the Hawaiian Homes Commission Act in the impacted area, including: a) information about applicant's past approach to community benefits and how the benefits provided by the applicant might be prepared to address one of more of the community priorities identified; and b)

evidence that applicant's track record for meeting its community benefit obligations has been exemplary.

- f. A complete copy of the most recent audited financial statements. In lieu of audited financial statements, filed copies of federal income tax returns for the past two years may be submitted.
- g. A current Certificate of Good Standing from the State of Hawaii Department of Commerce and Consumer Affairs and a current Tax Clearance Certificate from the State of Hawaii Department of Taxation and the United States Internal Revenue Service. In lieu of this requirement, a copy of applicant's Hawai'i Compliance Express certificate showing "Compliant" status may be submitted. Applicants should utilize the Hawaii Compliance Express service to obtain these clearances (<https://vendors.ehawaii.gov/hce/splash/welcome.html>).
- h. At least three (3) references from the applicant's past that may be contacted by DHHL to discuss the applicant's past and current project performance.

3.4 Application Fee

A non-refundable application fee in the form of a Certified/Cashier's Check payable to "Department of Hawaiian Home Lands" in the amount of \$500.00 must accompany each completed application.

3.5 Addenda to this Information Packet

Applicants shall be responsible to check DHHL's Procurement webpage for this solicitation regularly during the application period for any updates or changes.

3.6 Evaluation Criteria

- 3.6.1 Applicants that have been determined by DHHL to satisfy application submission requirements will be notified and proceed to a selection process. The selection process includes a review and evaluation of an applicant's completed application by an evaluation committee. The evaluation committee will rank qualifying applicants.
- 3.6.2 The evaluation committee will use the evaluation criteria and points, identified in Table 1 below, to score each applicant. Applicants will be ranked according to the sum of their scores, not to exceed 100 total points.
- 3.6.3 DHHL will notify all applicants as to the outcome of the evaluation and ranking of applications. The top-ranked applicant for each site will be notified that it is eligible to proceed to the leasing process. DHHL will initiate negotiations with the top-ranked applicant for each site. DHHL is seeking ROE and general lease terms that are mutually acceptable to both parties and reserves the right, at its sole

discretion, to exit negotiations if it believes the parties are not able to reach a mutually acceptable agreement.

- 3.6.4 If DHHL is unable to reach agreement with the top-ranked applicant for a particular site, DHHL may enter into negotiations with the next-ranked applicant(s). During this process, DHHL may request additional information from any applicant to assist in achieving a mutually acceptable agreement.
- 3.6.5 DHHL reserves the right, in its opinion and sole discretion, to select the best qualified applicant for each site.

Table 1: Evaluation Criteria

EVALUATION CRITERIA	MAXIMUM POINTS
1. Qualifications and Experience a. Recent Relevant Project Experience b. Experience in developing similar projects. c. Applicant's Financial Strength	25
2. Project Information and the Project's Viability a. Proposed Project Specifications b. Applicant's Financial Plan and Business Concept	25
3. ROE Fees, Lease Terms, and Community Benefits Offered a. Extent that the community benefits address community needs and/or implement regional plan priority projects. b. Lease Rent Rate per Acre c. Gross Lease Rent d. ROE and Other Fees e. Duration and Lease Terms	35
4. Unique Qualities and Past Performance a. Quality of Project References b. Prior Hawaii Project Experience c. Prior DHHL Experience	10
5. How well Applicant's proposal in its entirety meets DHHL's objectives a. Overall Proposal Quality	5

SECTION 4: PARCELS AVAILABLE FOR RENEWABLE ENERGY PROJECTS
Disposition of Hawaiian Home Lands by General Leases
for Renewable Energy Projects on O‘ahu, Moloka‘i, and Hawai‘i Island

4.1 Introduction

This Section provides general information about the lands available for renewable energy development. As such, the information provided in this section should not be considered complete nor definitive.

4.2 Parcels Available for Renewable Energy Projects

For this solicitation, DHHL is offering four (4) parcels for the development of renewable energy projects, including CBRE projects.

Table 2: Parcels Available for Renewable Energy Projects

SITE	LOCATION	TAX MAP KEY NO.	ACRES	NOTES
1	Nānākuli, O‘ahu	(1) 8-9-007:002 (portion)	448	Portion of parcel subject to negotiation
2	Ho‘olehua, Moloka‘i	(2) 5-2-001:004 (portion)	462	Up to 20 acres
3	Kawaihae, Hawai‘i	(3) 6-1-006:003 (portion)	20	Up to the entire 20 acres
4	Kalaoa, Hawai‘i	(3) 7-3-010:007 (portion)	100	Up to 100 acres in the southern half of the 200-acre parcel

4.3 Related DHHL Plans and Maps

Proposals should be consistent with the applicable planning documents:

- 4.3.1 DHHL’s Hoomaluo Energy Policy (<https://dhhl.hawaii.gov/po/program-plans/hoomaluo-energy-policy/>) identifies five (5) energy objectives that are further articulated and supported through specific activities identified for each objective.
- 4.3.2 DHHL and HECO’s Energy Partnership Charter (<https://dhhl.hawaii.gov/wp-content/uploads/2011/05/DHHL-HECO-Energy-Partnership-Charter-082709.pdf>), executed in 2009, is an agreement to collaborate in order to achieve specified energy objectives.
- 4.3.3 DHHL Island Plans (<https://dhhl.hawaii.gov/po/island-plans/>) assert the HHC’s authority to designate land uses for each parcel of land, similar to the authority of

counties to zone lands within the county. DHHL landholdings are categorized into ten land use “zones” which are called “Land Use Designations.” Four designations relate to homestead development: Residential, Subsistence Agriculture, Supplemental Agriculture, and Pastoral. Renewable energy projects are not permitted on lands designated for homestead development. The remaining six designations are non-homesteading designations: General Agriculture, Special District, Community Use, Conservation, Commercial, and Industrial. DHHL’s Land Use Designations are explained and maps depicting the assignment of Land Use Designations are presented in the Island Plans. Links to the Island Plan associated with each solicited parcel are presented in the property descriptions below.

- 4.3.4 DHHL Regional Plans (<https://dhhl.hawaii.gov/po/regional-plans/>) provide information on DHHL lands, homestead communities, regional stakeholders, regional development projects, and regional infrastructure systems (water, drainage, wastewater, roads and transit, public facilities, and energy). Plans may identify homestead issues and needs that can be addressed through potential projects. The plans do not include an exhaustive or exclusive list of the priorities or projects in a community nor the most current goals or objectives of a community for the development or use of lands within a region. Links to the Regional Plans associated with each site are presented in the property descriptions below.
- 4.3.5 Maps are provided to show, at a minimum, the location of each site following the property descriptions below.

4.4 Other Site Considerations

- 4.4.1 Environmental Assessment (HRS, Chapter 343): DHHL lands are considered State lands for purposes of complying with HRS 343 and Hawaii Administrative Rules Chapter 11-200.1. The selected applicant will be required to prepare an Environmental Assessment that would require detailed site studies to assess potential impacts that the proposed project will have on the surrounding community and environment. DHHL/HHC will be the approving agency.
- 4.4.2 Utilities: Public utilities are generally unavailable on undeveloped DHHL lands. The Lessee shall be responsible for obtaining the necessary utility services for its project and any required upgrades, infrastructure, improvements, and connections at its sole expense.

4.5 SITE 1: Nānākuli, O‘ahu

- 4.5.1 Property Description: Site 1 is located in Nānākuli, which is approximately 30 miles west of Honolulu’s Central Business District and is the gateway to the Wai‘anae Coast. Nānākuli is on the Leeward side of O‘ahu, where the climate is hot and sunny 274 days of the year with average annual temperatures ranging

from 64°F to 87°F and an average annual rainfall of 21 inches. DHHL owns approximately 2,200 acres, which encompass nearly all of Nānākuli Valley, from the shoreline to an elevation of 1,600 feet above sea level, where the forest reserve begins. Nānākuli Valley is part of the Wai‘anae Mountain Range.

Site 1 is TMK (1) 8-9-007:002 which encompasses 448 acres and is essentially the East side of Nānākuli Valley which remains largely undeveloped. The Site features areas with gentle slopes and flat land, but where the valley meets the mountain range, there are slopes in excess of 25%. The portions of the parcel that may be suitable for a renewable energy project would be in those areas identified as “General Agriculture.” Applicants should identify the location and area requirements for the proposed project. While the area immediately surrounding Nanakuli stream on the valley floor is flat, it is subject to flooding and is located within the FEMA-designated 100-year flood plain. It is recommended that renewable energy projects be sited on lands designated “General Agriculture” because renewable energy development is a permitted use on those lands.

- 4.5.2 Existing Uses: In 1931, DHHL began awarding residential homesteads in Nānākuli, making it the oldest homestead community on O‘ahu. Today, there are approximately 1,050 residential homesteads in Nānākuli Valley. There are over 50 short-term land dispositions for non-homesteading uses that encompass approximately 1,600 acres. There is an existing short-term permit for pastoral use in the lower portion of the valley, alongside the stream.
- 4.5.3 Other Information: Hosting capacity appears to be available. Possible electrical connection points are approximately 300 feet from the southeastern section and 1,000-feet from the northeastern section of the parcel. Applicants may identify alternatives to access the proposed project site.
- 4.5.4 Relevant DHHL Plans: Applicants may consult the following DHHL Plans for more information about Site 1 and the Nānākuli homestead community.

O‘ahu Island Plan (2014) at:

<https://dhhl.hawaii.gov/wp-content/uploads/2013/04/DHHL-OIP-Final-140708.pdf>

Nānākuli Regional Plan (2018) at:

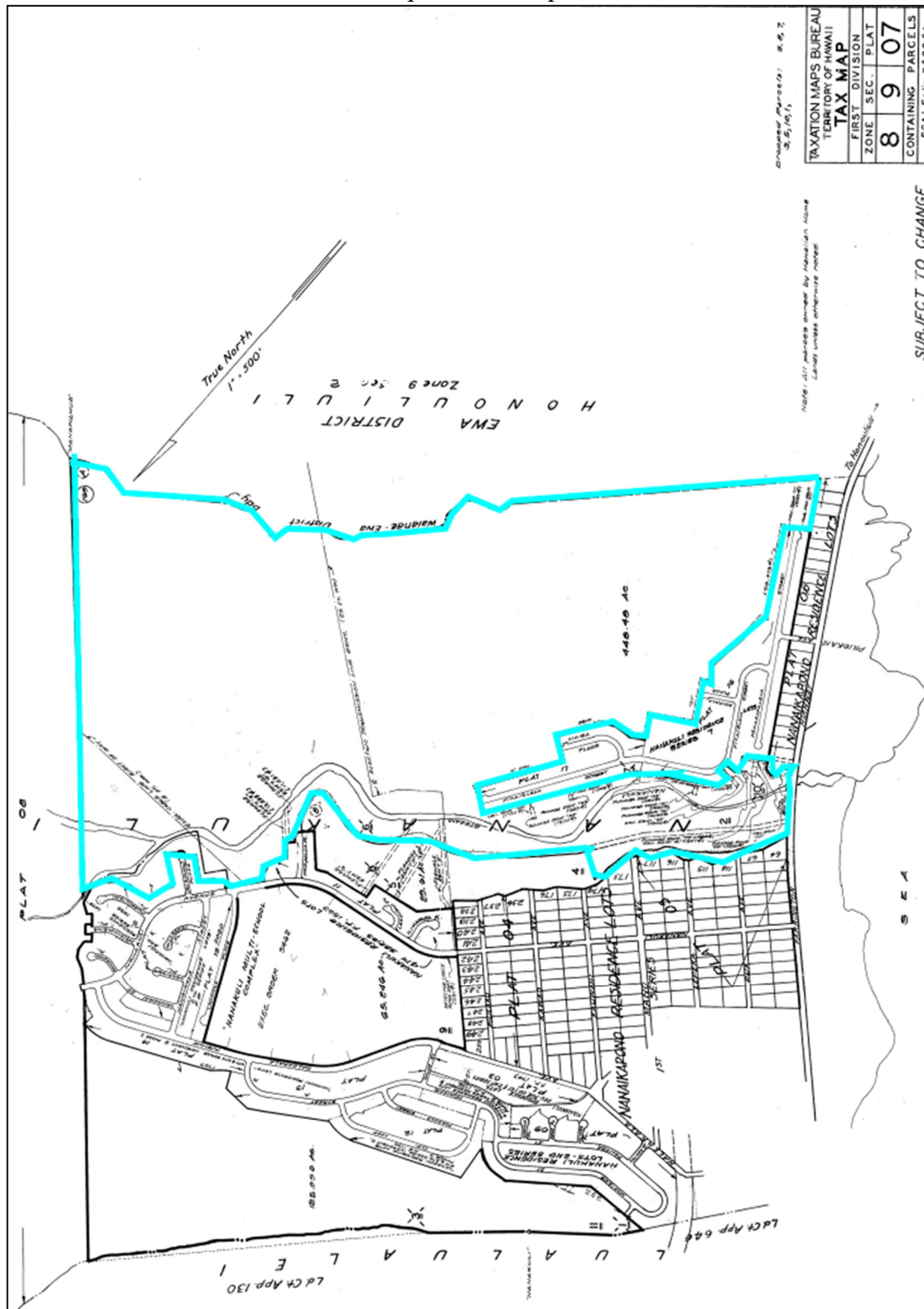
<https://dhhl.hawaii.gov/wp-content/uploads/2018/11/Nanakuli-RP2018-Final.pdf>

4.5.5 Maps:

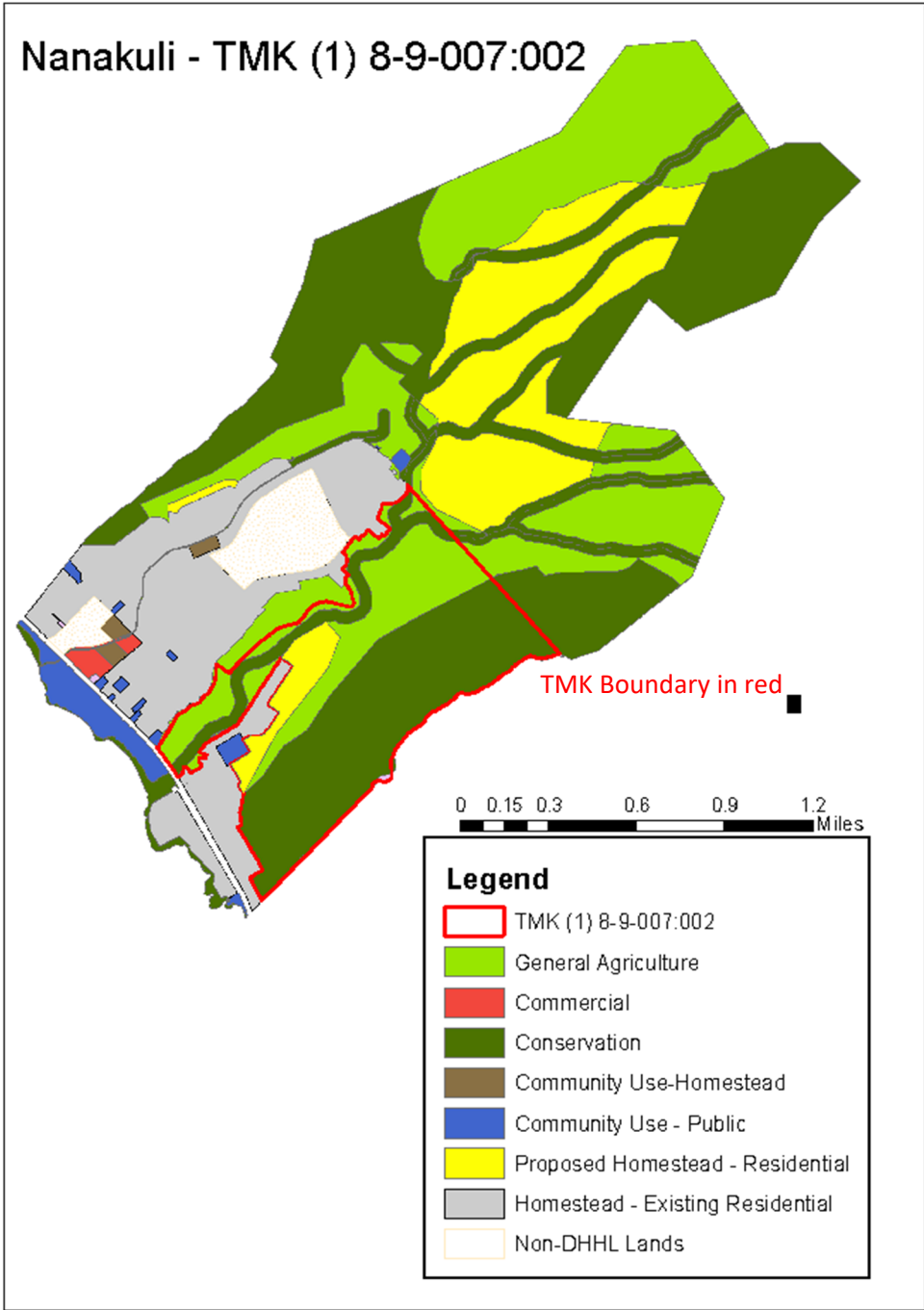
Map 1. Location of Site 1 on Oahu



Map 2. Plat Map



Map 3. Land Use Designations



4.6 SITE 2: Ho‘olehua, Moloka‘i

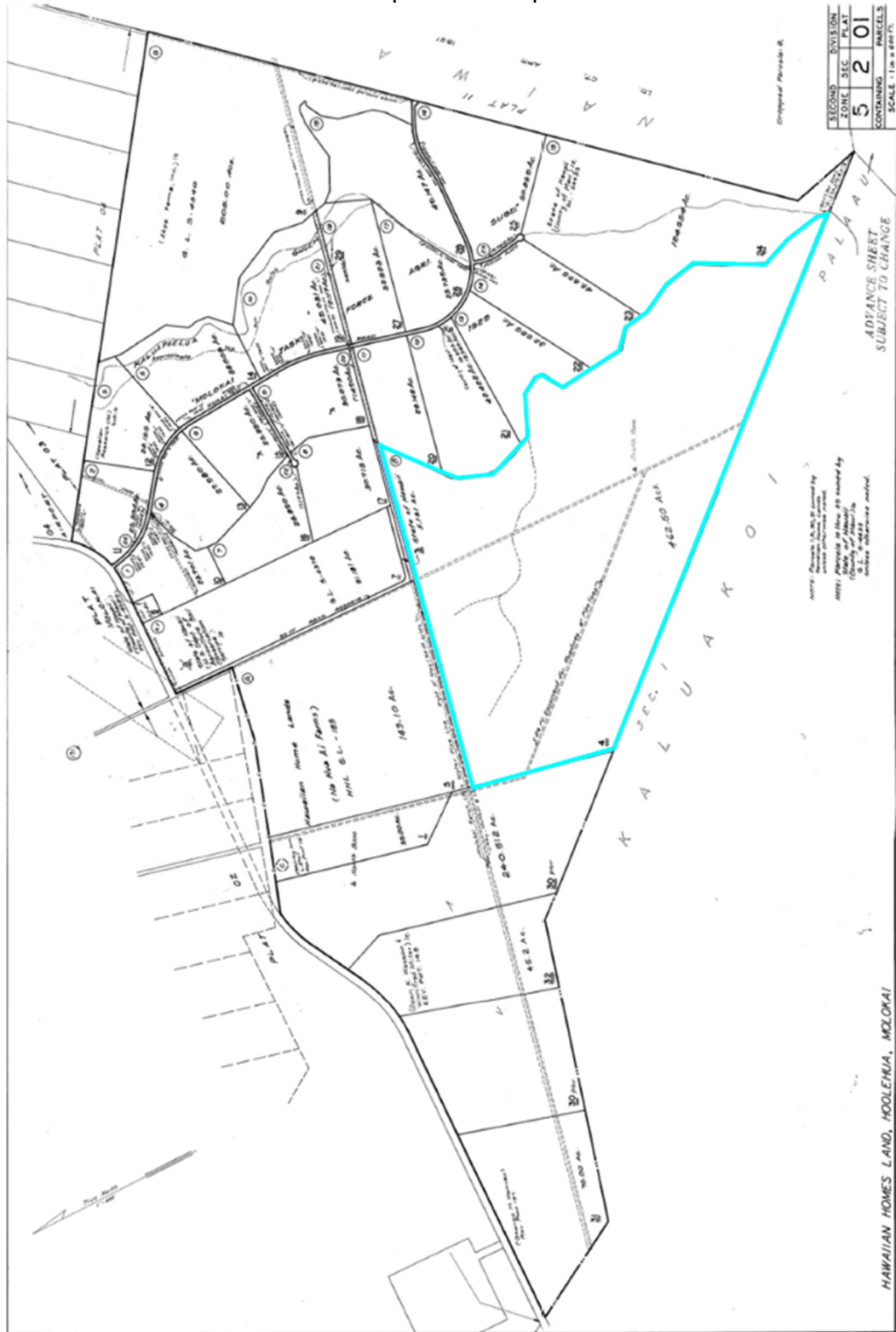
- 4.6.1 Property Description: Ho‘olehua is a rural agricultural community where the lands are varied in topography, ranging from level plains to rolling hills and sea cliffs at the northern coastal boundary. The parcel is relatively flat, with elevation ranges from 150 ft. to 500 ft, and mildly sloping towards the South with relatively light vegetation. It is located within Moloka‘i’s northern central plateau. A gulch defines the parcel’s boundary on the East. Up to 20 acres are available. The entire parcel is designated “General Agriculture,” which provides maximum flexibility in selecting a site within the parcel.
- 4.6.2 Existing Uses: The parcel is currently under a short-term permit for ranching purposes, which would remain in place until such time that construction of a renewable energy project is ready or if land sufficient for just the project itself can be carved out.
- 4.6.3 Other Information: There is no direct access to a public road, but an easement may be sought through an adjacent DHHL-owned parcel for access from Maunaloa Highway, north of the parcel. Another alternative may be via a dirt road on state land accessed from Hua‘ai Road that connects to Maunaloa Highway. Water and sewer may be unavailable, although access to electricity may be possible nearby to the East via Hua‘ai Road. Axis deer in the area pose a problem so fence heights would need to be higher than usual.
- 4.6.4 Relevant DHHL Plans:
- Moloka‘i Island Plan (2005) at
https://dhhl.hawaii.gov/wp-content/uploads/2012/05/Island_Plan_Molokai_2005.pdf
- Moloka‘i Regional Plan (2019) at
https://dhhl.hawaii.gov/wp-content/uploads/2020/02/Molokai-Regional-Plan-Update-Final_02-18-20_HHC.pdf

4.6.5 Maps:

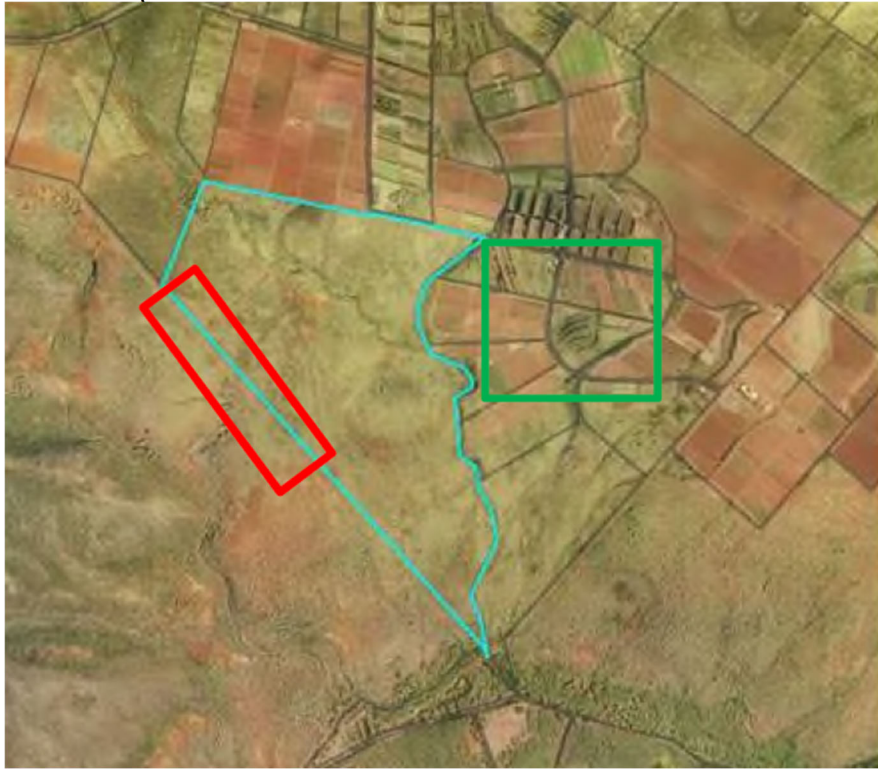
Map 4. Location of Site 2 on Molokai



Map 5. Plat Map



Map 6. Transmission and Distribution Line Locations



Distribution lines (highlighted in green box) are approximately 1,000-2,000 ft. from the parcel (outlined in blue). Interconnection points may be available on these lines. Transmission lines (highlighted in the red box) run adjacent to the southwest boundary of the parcel.

4.7 SITE 3: Kawaihae, Hawai‘i Island

4.7.1 Property Description. A project area of a portion or up to the entire 21 acres comprising the parcel is available. The parcel is located in Kawaihae on the northwest side of Hawai‘i Island where the climate is dry and arid, typical of coastal North Kona. The land is flat at approximately the 100-foot elevation with a mild 10-15% southwest slope. Industrial, commercial, and general agriculture uses, as well as residential communities surround the parcel in a zone that contains electric service.

4.7.2 Existing Uses. The parcel is vacant.

4.7.3 Other Information. Direct access to the parcel from ‘Akoni Pule Highway is uncertain, although access through the nearby industrial subdivision via easements obtained through DHHL land from Maluokalani Place may be an alternative.

4.7.4 Relevant DHHL Plans:

Hawai‘i Island Plan (2002) at
https://dhhl.hawaii.gov/wp-content/uploads/2012/05/Island_Plan_Hawaii_2002.pdf

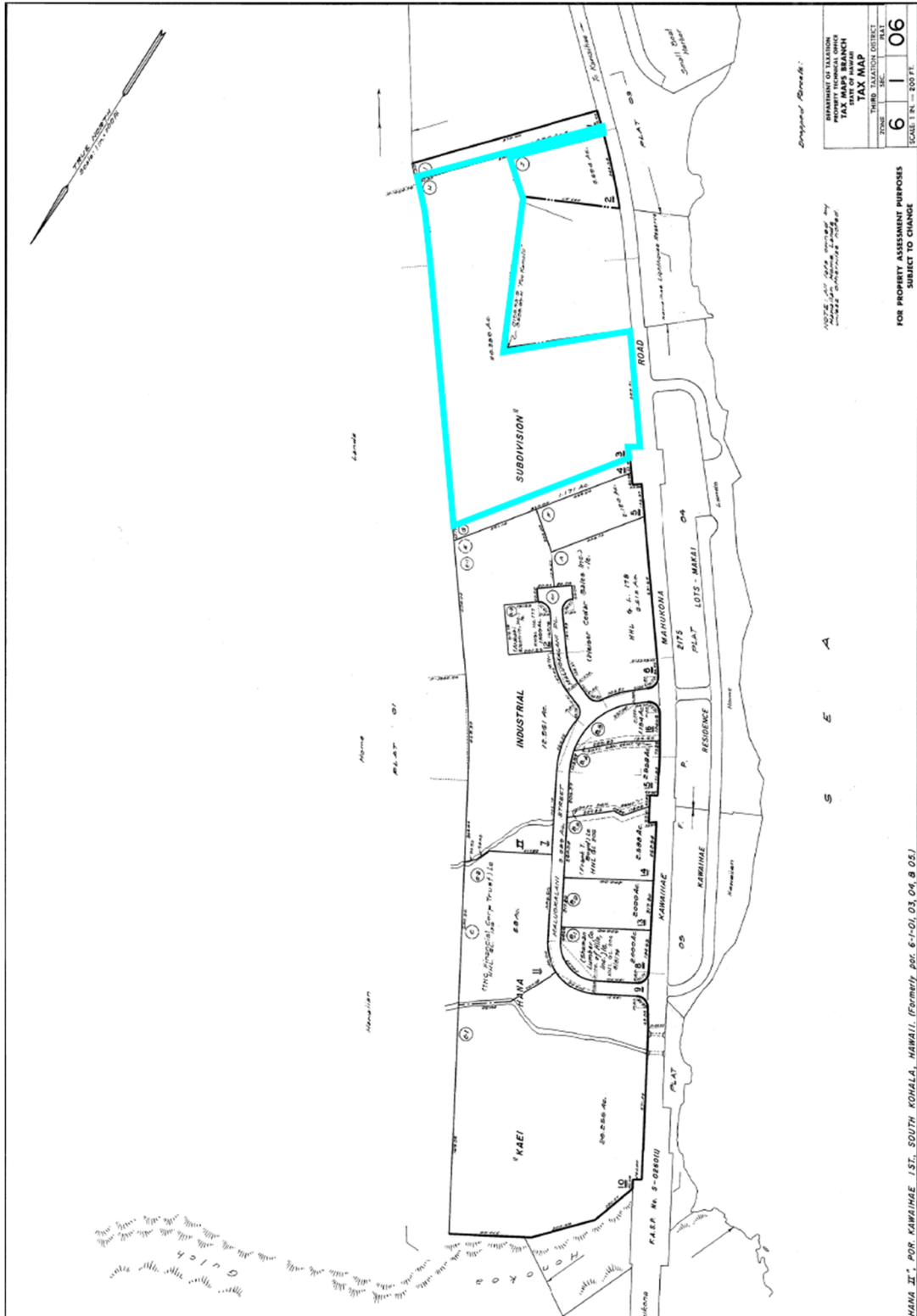
Kawaihae Regional Plan (2010) at
<https://dhh1.hawaii.gov/wp-content/uploads/2011/06/DHHL-RP-Kawaihae-100901.pdf>

4.7.5 Maps:

Map 7. Location of Site 3 on Hawaii Island.



Map 8. Plat Map



Map 9. Aerial View.



4.8 SITE 4: Kalaoa, Hawai'i Island

- 4.8.1 Property Description. The northern half of the parcel has been designated for general agriculture use while the southern half, comprising 100 acres, has been designated for industrial use, preserving it for possible other future uses such as for farming and ranching, and in this particular case, for a renewable energy project. The parcel has frontage along Queen Ka'ahumanu Highway and is across from the Kona International Airport. Under DHHL's Hawai'i Island Plan (2002), the parcel has been designated for general agriculture and industrial use. The parcel is lava land sparsely covered in scrub grass, trees, and shrubs in a dry and arid climate, typical of coastal North Kona. The project area elevation varies between 150 feet in the west to 250 feet in the east with a western-facing slope.
- 4.8.2 Existing Uses. The parcel is vacant.
- 4.8.3 Other Information. Vehicle access is not permitted to and from the parcel on Queen Ka'ahumanu Highway, except that there is limited access for the Hawaiian Electric substation road near the mid-way point of the parcel's highway frontage. Other potential vehicle access to the project area may be obtained through Pukiawe and

Lau'i Streets through the adjacent Keahole Agricultural Park, Phase II, north of the parcel. There are no improved roads going through the parcel to the project area, however.

4.8.4. Relevant DHHL Plans:

Hawaii Island Plan (2002) at
https://dhhl.hawaii.gov/wp-content/uploads/2012/05/Island_Plan_Hawaii_2002.pdf

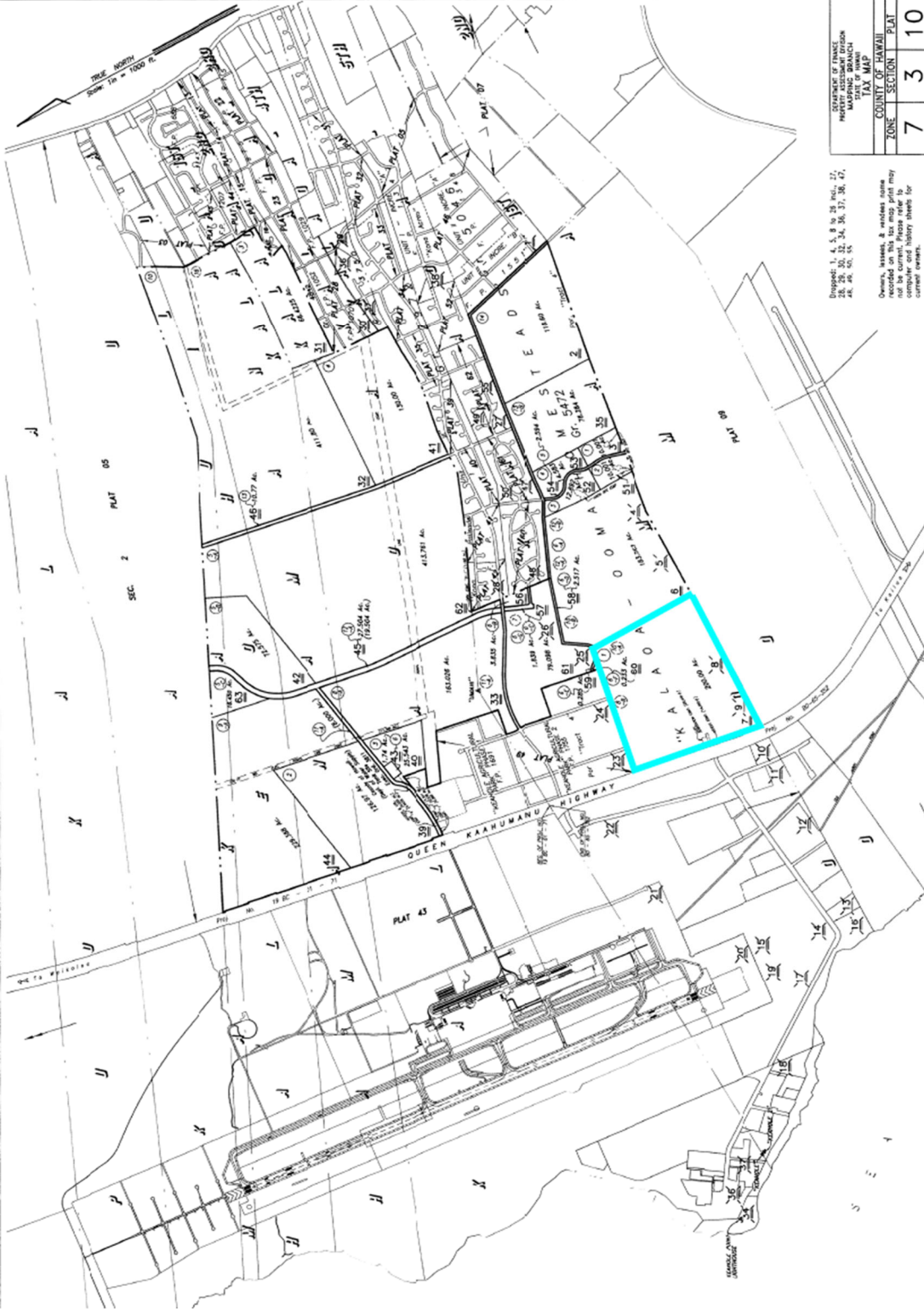
Kealakehe-La'i 'Ōpua Regional Plan (2020) covering Kalaoa at
<https://dhhl.hawaii.gov/wp-content/uploads/2020/08/FINAL-Kealakehe-La%CA%BBi-%CA%BB%C5%8Cpua-Regional-Plan-Update-May-2020.pdf>

4.8.5 Maps:

Map 10. Location of Site 4 on Hawaii Island.



Map 11. Plat Map.



COUNTY OF HAWAII			
TAX MAP			
ZONE	SECTION	PLAT	
7	3	10	

Supposed to be 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.

Owners, lessors, & assignees name recorded on this tax map print may not be current. Please refer to the current tax map print for current owners.

Map 12. Aerial View.



APPENDICES

APPENDIX A:	Application Form
APPENDIX B:	Process and Schedule
APPENDIX C:	Sample Right-of-Entry Form (with Option for General Lease)

APPENDIX A

APPLICATION FORM

Attach additional pages to the Application Form if more space is needed. Should any information change during the proposal evaluation, selection, and award process, it is the responsibility of the applicant to update DHHL in writing regarding the changes.

**APPLICATION FORM
DEPARTMENT OF HAWAIIAN HOME LANDS
2020 RENEWABLE ENERGY PROJECTS SOLICITATION**

Proposed Project Type: _____
(e.g., Solar, Solar + Battery, Wind, Biomass, Hydropower, etc.)

Island: _____ Site Location: _____

Acreage Requested: _____ Project Size: _____

Name of Applicant

Primary Contact Person / Title

Applicant's Address

Contact Person's Address

City, State, Zip Code

City, State, Zip Code

Applicant's Telephone No.

Contact Person's Telephone No.

Applicant's Email Address

Contact Person's Email Address

List Corporate Officers and Directors or Individual Partners, Joint Ventures or Owners:

Name: _____

Name: _____

Title: _____

Title: _____

Telephone No.: _____

Telephone No.: _____

Address: _____

Address: _____

Name: _____

Name: _____

Title: _____

Title: _____

Telephone No.: _____

Telephone No.: _____

Address: _____

Address: _____

Corporate Shareholders / Partners Holding 25% or More of the Outstanding Shares:

Name: _____

Name: _____

Title: _____

Title: _____

Telephone No.: _____

Telephone No.: _____

Address: _____

Address: _____

(Attach additional pages if there are additional corporate shareholders /partners)

THE UNDERSIGNED APPLICANT understands that DHHL is relying on the information provided herein to qualify the undersigned to proceed further in DHHL's leasing process under its 2020 Solicitation for Renewable Energy Projects, the Hawaiian Homes Commission Act, 1920, as amended, and pursuant to Hawaii Revised Statutes Sections 171-95 and 171-95.3, as amended. The undersigned also represents and warrants that the information provided is true and complete and that DHHL may consider the information as continuing to be true and correct until a written notice of a change is given to DHHL by the undersigned. The undersigned agrees to provide any other information that DHHL deems necessary to determine the qualifications of the Applicant.

Name of Applicant

By: _____
Signature

Printed Name and Title

Date

Important Note: Applicants must be qualified as a renewable energy producer. For consortiums or joint ventures, the entity(ies) providing the required credit and financial support for the execution of the Right-of-Entry and the General Lease must sign this application form as "Co-Applicant" on behalf of the consortium or joint venture, unless it/they are also qualified as a renewable energy producer. Submit additional copies of this application form as needed for execution by the Co-Applicant(s).

APPENDIX B

PROCESS AND SCHEDULE

ACTION/TASK	DEADLINES/ TIMEFRAME
1. Issue Public Notice of Solicitation; Post Solicitation Information Packet on DHHL's website	August 31, 2020
2. Deadline for Applicant Questions	September 15, 2020 at 2:00 pm HST
3. Addendum posted on DHHL's Website, Compiling all Applicant Questions and Responses	September 18, 2020
4. Application Deadline	October 16, 2020 at 2:00 pm HST
5. DHHL Evaluates, Scores and Ranks Applications	Two weeks after application deadline*
6. DHHL Issues Application Status Letters; Selected Applicants begin Negotiation Process	Five days after selection of applicants *
7. Negotiations on Preliminary Draft ROE Terms	Varies*
8. DHHL Issues Selection Letters; Selected Applicants Proceed with Leasing Process	Upon completion of negotiations for ROE*
9. Payment of Non-Refundable Deposit of \$10,000 for Right-of Entry Permit Due	Within 7-days after date of Selection Letter
10. DHHL Provides Solicitation Status to HHC	November 16-17, 2020 HHC Meeting
11. DHHL Conducts BC meetings with Selected Applicants	November 18, 2020 to December 4, 2020*

* DHHL may extend or accelerate the timeframes shown at any time, at its sole discretion. Any dates shown following these timeframes are provided for reference purposes only and are subject to change.

ACTION/TASK	DEADLINES/ TIMEFRAME
12. Additional Negotiations to Address Beneficiary Issues and Concerns	After BC meeting*
13. DHHL Submits BC Report to HHC	January 2021 HHC Meeting
14. HHC Conducts two (2) Public Hearings on the Proposed Project.	February 2021
15. HHC Decision-Making to Issue Right-of-Entry Permit with Option for General Lease (ROE)	February 2021
16. DHHL Issues Approval Letter to Selected Applicants Confirming Issuance of ROE	After HHC approval*
17. DHHL Issues ROE for Execution; Balance of ROE fees due	One week after approval letter issued*
18. Permittee Completes Due Diligence Work, Technical Studies and Secures Chapter 343, HRS Compliance, and Satisfaction of all Other Conditions	Within ROE term of initial two years and any options to extend
19. DHHL Issues General Lease for Execution	Upon payment of Option Fee and satisfaction of all conditions

* DHHL may extend or accelerate the timeframes shown at any time, at its sole discretion. Any dates shown following these timeframes are provided for reference purposes only and are subject to change.

APPENDIX C
SAMPLE RIGHT-OF-ENTRY FORM

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

RIGHT-OF-ENTRY NO. _____

This RIGHT-OF-ENTRY NO. _____ (“ROE”) is made this _____ day of _____, 20____ (the “Effective Date”) by and between the State of Hawaii, DEPARTMENT OF HAWAIIAN HOME LANDS, whose place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii, 96707, (“PERMITTOR” or “DHHL”), and _____, a [jurisdiction] [entity], whose place of business is _____ (“PERMITTEE”).

1. **RIGHT OF ENTRY.** PERMITTOR hereby grants to PERMITTEE and its employees, agents, representatives, contractors, and subcontractors (collectively, “Permittee Representatives”), a revocable, non-exclusive right to enter upon the portion of that certain parcel of Hawaiian home lands, located at _____, Island of _____, identified by Tax Map Key No(s). (____) _____, delineated by the area outlined on the map attached hereto as Exhibit “A”, and incorporated herein by reference, comprising approximately ____ acres, and all improvements or fixtures permitted thereon (the “Premises”), only for the Permitted Uses (defined below) and in connection with assessing the feasibility for PERMITTEE to develop a renewable energy project (“Project”).
2. **TERM.** The initial term of this ROE shall be for two (2) years, commencing on the Effective Date and expiring on _____. PERMITTEE may negotiate an extension of the term of this ROE by providing PERMITTOR with prior written notice at least 180 days prior to the expiration of the initial term. Notwithstanding the foregoing, this ROE shall automatically terminate upon the effective date of a general lease PERMITTOR may enter into with PERMITTEE (*see* Paragraph 14 below).

Notwithstanding the foregoing, PERMITTEE in its sole and absolute discretion, may immediately terminate this ROE upon at least 30 days’ prior written notice thereof to PERMITTOR and this ROE shall immediately terminate upon PERMITTOR’s receipt of such notice.
3. **PERMITTED USE.** The Premises (further defined below) shall be used only for due diligence activities and investigation related to the development of the Project and for no other purpose(s), which due diligence activities shall include only those exempt classes of action under Hawai’i Revised Statutes Chapter 343.
4. **FEE.** Within thirty (30) days after the Effective Date of this ROE, PERMITTEE shall pay PERMITTOR a non-refundable fee, for the first two years, in the amount of _____.

_____ DOLLARS and XX/100
(\$ _____). This fee shall be inclusive of PERMITTEE's initial deposit of TEN
THOUSAND DOLLARS (\$10,000.00). For any extension, PERMITTEE shall pay
PERMITTOR a non-refundable fee in the amount of
_____ and XX/100 DOLLARS
(\$ _____), to be paid in advance on or prior to the start of any such extension.

5. CONSTRUCTION AND MAINTENANCE. During the term of this ROE, PERMITTEE shall keep the Premises in good and orderly condition consistent with good industry practice but in no case less than reasonable practice. PERMITTEE shall not make or allow any waste, spoil, nuisance, or unlawful, improper, or offensive use of the Premises. PERMITTEE and Permittee Representatives shall comply with all rules, regulations, ordinances and/or laws of the State of Hawaii and any other municipal and/or federal rule, regulation, or authority applicable to the Premises.
6. RIGHT TO ENTER. PERMITTOR, the State of Hawaii, and the employees, agents, and representatives thereof (collectively, "Permittor's Representatives") may access and inspect the Premises at all reasonable times to determine whether the covenants herein are being fully observed and performed and for the performance of any public or official duties; provided, however, that in the exercise of such rights, PERMITTOR and Permittor Representatives shall not unreasonably interfere with PERMITTEE's use of the Premises.
7. BREACH. It is expressly agreed that the PERMITTOR may terminate this ROE following written notice to the PERMITTEE of its failure to comply with the specified term(s) of the ROE and the failure of the PERMITTEE to cure its breach within thirty (30) days of receipt of the notice of breach. If PERMITTOR, in its discretion, determines that PERMITTEE has abandoned the Premises, PERMITTOR shall immediately terminate this ROE and thereupon take immediate possession of the Premises without prejudice to any additional remedy or right of action PERMITTOR may have under the law.
8. NO TRANSFER, MORTGAGE, OR SUBLEASE. This ROE is non-transferrable. PERMITTEE may not assign, sublease, sublicense, transfer, mortgage, pledge, or devise any of its rights or interests under this ROE, except to another wholly-owned subsidiary of PERMITTEE with PERMITTOR's prior written consent.
9. EXPIRATION. Upon the expiration of this ROE, or its sooner termination, PERMITTEE shall peaceably and quietly surrender and deliver up to PERMITTOR possession of the Premises as provided in and subject to Paragraph 15D (below).
10. TERMINATION/ABANDONMENT. Upon cancellation, termination, or expiration of this ROE, all interests granted by this ROE and any permitted improvement constructed by PERMITTEE on the Premises, and which PERMITTOR expressly accepts, shall revert to, and become the property of PERMITTOR. In the event operations cease for reasons beyond PERMITTEE's control, such as fire or other casualty that renders the facilities unusable, PERMITTEE shall have a reasonable period of time in which to resume operations.

11. INSURANCE. PERMITTEE shall, at its own expense, effect, maintain and keep in force throughout the term of this ROE, the following minimum insurance coverages:

- A. Comprehensive public liability insurance policy, with limits of not less than \$1,000,000.00 for each occurrence, including property damage, personal injury and advertising injury; (b) \$100,000.00 for fire damages to the Premises for any one fire; \$10,000.00 in medical expenses for any one person, and an aggregate limit of \$2,000,000.00 per policy year.
- B. Workers Compensation Insurance to include Employer's Liability. Such coverage shall apply to all of its employees.
- C. Automobile Insurance, covering all owned, non-owned and hired automobiles in the following amounts: Bodily Injury: \$1,000,000.00 per person and \$1,000,000.00 per occurrence; Property Damage: \$1,000,000.00 per accident; or a combined single limit of \$1,000,000.00

Such insurance policy shall (a) be issued by an insurance company or surety company authorized to do business in the State of Hawaii or approved in writing by the Chairman, Hawaiian Homes Commission; (b) name the State of Hawaii, DEPARTMENT OF HAWAIIAN HOME LANDS, as an additional insured; (c) provide that the DEPARTMENT OF HAWAIIAN HOME LANDS shall be notified at least thirty (30) days prior to any termination, cancellation or material change in the insurance coverage; and (d) cover all injuries, losses or damages arising from, growing out of or caused by any acts or omissions of PERMITTEE or Permittee Representatives in connection with PERMITTEE'S use or occupancy of the Premises.

PERMITTEE shall insure during the term of this ROE the entire Premises, including all buildings now existing and hereafter built or located on the Premises, improvements and grounds, and all roadways and sidewalks on or adjacent to the Premises in the control or use of the PERMITTEE. The insurance shall cover loss or damage by fire and other hazards, casualties, and contingencies, including vandalism and malicious mischief. The insurance shall be for the full insurable value of such improvements.

PERMITTEE shall furnish to PERMITTOR upon the execution of this Permit, certificates showing such insurance policy or policies to be in favor of PERMITTOR and to be in force and shall furnish like certificates upon each renewal thereof. In the event of loss, damage or destruction, PERMITTOR shall retain from the proceeds of the policies such amounts deemed by it to be necessary to cover the loss, damage or destruction of or to the improvements and the balance of such proceeds, if any, shall be delivered to PERMITTEE. Failure of PERMITTEE to provide and keep in force such insurance shall be regarded as material default under this ROE. PERMITTOR shall be entitled to exercise any or all of the remedies provided in this ROE for default of PERMITTEE.

The procuring of such required insurance coverages shall not be construed to limit PERMITTEE'S obligation to indemnify PERMITTOR under this ROE, nor limit, restrict, release, or relieve PERMITTEE of any liability arising under this ROE.

PERMITTEE'S insurance shall be primary. Any insurance maintained by PERMITTOR and/or the State of Hawaii shall apply in excess of, and shall not contribute with, insurance provided by PERMITTEE.

12. HAZARDOUS MATERIAL. PERMITTEE shall not cause or permit the escape, disposal, or release of any hazardous materials used by PERMITTEE on the Premises. PERMITTEE shall not store or use such materials on the Premises in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow PERMITTEE's employees or agents to do so, or to bring or allow PERMITTEE's employees or agents to bring onto the Premises any such materials except to use in the ordinary course of PERMITTEE'S business, and then only after written notice is given to the PERMITTOR of the identity of such materials and upon PERMITTOR'S written consent, which consent may be withheld at the PERMITTOR'S sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by PERMITTEE, then PERMITTEE shall be responsible for the costs thereof. In addition, PERMITTEE shall execute affidavits, representations, and the like from time to time at PERMITTOR's request concerning PERMITTEE'S best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by PERMITTEE.

PERMITTEE agrees to indemnify, defend, and hold harmless PERMITTOR, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands therefore, directly arising out of, or resulting from, any use or release of hazardous materials on the Premises or adjacent property by PERMITTEE or PERMITTEE's agents, and occurring while PERMITTEE is in possession of the Premises. PERMITTEE's liability to PERMITTOR shall be limited to direct damages and shall exclude any other liability, including, without limitation, liability for special, indirect, punitive, or consequential damages in contract, tort, warranty, strict liability or otherwise. These covenants shall survive the expiration or earlier termination of this ROE.

For the purpose of this ROE, the term "hazardous material" as used herein shall include any substance, waste or material designated as hazardous or toxic or radioactive or other similar term by any present or future federal, state or local statutes, regulation or ordinance, such as the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and the Federal Clean Water Act, as amended from time to time, and also including but not limited to petroleum, petroleum based substances, asbestos, polychlorinated-biphenyls ("PCB"), formaldehyde, and also including any substance designated by federal, state or local regulations, now or in the future, as presenting a risk to human health or the environment. Prior to the termination of this ROE (except where termination is due to the issuance and execution of the General Lease), PERMITTEE may be required to conduct a Level One

(1) Hazardous Waste Evaluation and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health and PERMITTOR; provided however, that this provision shall not be applicable if the ROE is terminated pursuant to Paragraph 14, below.

13. DEFENSE AND INDEMNITY. PERMITTEE shall, defend, indemnify and hold harmless PERMITTOR, its officers, and employees, from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, directly arising out of or resulting from personal injury or death of persons and property damage to the extent arising from the acts or omissions of PERMITTEE and/or PERMITTEE'S officers, employees, agents, or contractors and occurring during or in connection with the exercise of this ROE. PERMITTEE'S liability to PERMITTOR shall be limited to direct damages and shall exclude any other liability, including, without limitation, liability for special, indirect, punitive, or consequential damages in contract, tort, warranty, strict liability or otherwise. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this ROE.
14. GENERAL LEASE. PERMITTOR may lease to PERMITTEE the Premises or a portion of the Premises upon such terms and conditions of a general lease, based on the term sheet attached in Exhibit "B" (the "General Lease"), and provided that PERMITTOR determines, in its sole discretion, that: (a) PERMITTEE is not in default under this ROE; and (b) PERMITTEE has satisfied (or PERMITTOR has expressly waived in writing) all of the conditions below or which PERMITTOR may require. Upon the effective date of any such General Lease, this ROE shall automatically terminate.
 - A. PERMITTEE shall submit a written request to PERMITTOR for the issuance of a general lease ("Request for General Lease") no less than ninety (90) days prior to the expiration of this ROE, with a non-refundable payment of _____ DOLLARS and XX/100 (\$_____) (the "Option Fee").
 - B. All applicable requirements of Hawaii Revised Statutes Chapter 171 have been met, and specifically pursuant to Hawaii Revised Statutes Section 171-95.3 for renewable energy producers.
 - C. PERMITTOR's beneficiary consultation process for PERMITTEE has been completed.
 - D. PERMITTEE provides PERMITTOR written assurance from a utility company to purchase the energy that will be generated from the Project.
 - E. All requirements of Hawaii Revised Statutes Chapter 343 have been met, including but not limited to, the preparation, at PERMITTEE's sole expense, of an environmental assessment and/or environmental impact statement, and the issuance of a Finding of No Significant Impact or an acceptance of final environmental

impact statement, as the case may be. All mitigation measures prescribed pursuant to Chapter 343, if any, shall be included as material terms of the General Lease.

- F. PERMITTOR shall have approved a site plan depicting the locations within the Premises of any facilities, roads, and other infrastructure and improvements required for the Project.
- G. PERMITTEE shall prepare a metes and bounds survey of the portions of the Premises to be demised under the General Lease
- H. PERMITTEE shall submit the following documents to PERMITTOR:
 - i. A copy of PERMITTEE's Articles of Incorporation.
 - ii. Evidence reasonably acceptable to PERMITTOR of PERMITTEE's financial ability to develop, operate, and maintain the Project, and to make rent payments as required under the General Lease.

15. SPECIAL CONDITIONS.

- A. PERMITTEE shall keep and maintain the Premises and any and all equipment and personal property of PERMITTEE upon the Premises in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris, and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse resulting from its activities on the Premises.
- B. PERMITTEE accepts the Premises as-is, where-is, with all faults. PERMITTEE understands and acknowledges that there are no existing utility services to the Premises. PERMITTEE is solely responsible for obtaining and paying for any and all utility services required by PERMITTEE to use or make use of the Premises as contemplated under this ROE.
- C. PERMITTEE may grub and clear the existing vegetation on the Premises only to the extent needed for the Permitted Uses, provided further that Permittee has obtained all necessary permits or approvals to conduct such activities.
- D. RESTORATION OF PREMISES. Upon surrender or abandonment of the Premises, Permittee shall restore, at its own cost and risk, the Premises to a condition as good as or better than that which existed before the Effective Date, reasonable and ordinary wear and tear and damage by acts of God excepted, and peacefully surrender possession thereof to PERMITTOR. This includes the removal of any Improvements that PERMITTOR elects to not accept. If PERMITTEE fails to restore the Premises, PERMITTOR may undertake all work it deems necessary or appropriate to restore the Premises on Permittee's behalf and expense, whether by its own employee or contractor(s), and may charge all such costs and expenses to PERMITTEE. PERMITTEE shall remit payment for all such

costs and expenses to PERMITTOR within thirty (30) days. This provision shall not be applicable if the ROE is terminated pursuant to Paragraph 14, above.

- E. All associated construction costs under this ROE shall be borne solely by the PERMITTEE and shall not, in any case, be reimbursable by PERMITTOR.
- F. PERMITTEE shall take all precautions to minimize disturbance to the areas surrounding the site of an activity being undertaken for study or exploration and to avoid spreading the seeds of invasive species when entering areas of native vegetation.
- G. Should any activity involve substantial construction, or extensive excavation or drilling during the term of this ROE, PERMITTEE will contact PERMITTOR in advance for written approval to proceed.
- H. PERMITTEE shall provide copies of all reports or studies performed to evaluate the Project to PERMITTOR, including data collected, archaeological and environmental surveys, and biological studies.
- I. Except as otherwise required by Chapter 171, Hawaii Revised Statutes, any notice, request, offer, approval, consent or other communication required or permitted to be given by or on behalf of either party to the other shall be given or communicated in writing by personal delivery, reputable overnight courier service which keeps receipts of deliveries (i.e., Federal Express), or United States certified mail (return receipt requested with postage fully prepaid) or express mail service addressed to the other party as follows:

If to PERMITTEE:

Attention: _____

With a copy to:

If to PERMITTOR:

Department of Hawaiian Home Lands
91-5420 Kapolei Parkway
Kapolei, HI 96707
Attention: Land Management Division

And a copy to:

Department of the Attorney General

425 Queen Street
Honolulu, HI 96813
Attention: AG PSHH

- J. This ROE may be executed in any number of counterparts, each of which shall be deemed an original and all of which, when taken together, shall constitute one agreement. Any counterpart may be delivered by any party by transmission of signature pages to the other parties at the addresses and in the manner set forth herein, whether in hardcopy or electronic format, by PDF, email, or facsimile.
- K. This ROE shall be construed in accordance with the laws of the State of Hawaii, without regard or application to its principles of conflicts of laws. PERMITTEE submits to the jurisdiction of the State of Hawaii. Any dispute arising under or in connection with this ROE shall be filed and adjudicated in the Circuit Court of the First Circuit of the State of Hawaii, and PERMITTEE irrevocably waives any objection now or hereafter respecting choice of law, jurisdiction, or venue and consents to the service of process by means of registered or certified mail, return receipt requested, to the address(es) set forth above or as PERMITTEE shall furnish to PERMITTOR in writing.

IN WITNESS WHEREOF, PERMITTOR and PERMITTEE have caused this ROE to be executed by the duly authorized officers/individuals as of the day and year first written above.

APPROVED BY THE HHC
AT ITS MEETING HELD ON

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawai'i

By _____,
_____, Chairman
Hawaiian Homes Commission

PERMITTOR

COMPANY NAME

By _____
Printed Name and Title

PERMITTEE

EXHIBIT A

[MAP OUTLINING THE PARCEL OR A PORTION
OF THE PARCEL AS THE PREMISES]

EXHIBIT B

[TERM SHEET FOR GENERAL LEASE TO BE ATTACHED]

SAMPLE