


STATE OF HAWAII


DEPARTMENT OF HAWAIIAN HOME LANDS

August 16-17, 2021

To: Chairman and Members, Hawaiian Homes Commission

Through: Peter "Kahana" Albinio, Jr., Acting Administrator
Land Management Division 

Kalei Young, Supervising Land Agent
Land Management Division

From: Shelly Carreira, Land Agent 
Land Management Division

Subject: Approval to Issue a Right of Entry to Hawaiian Telcom, Inc., Portions of Various Tax
Map Keys, Islands of Kauai, Oahu, Molokai, Maui, Hawaii, State of Hawaii

APPLICANT:

Hawaiian Telcom, Inc., "PERMITTEE"

RECOMMENDED MOTION/ACTION:

1. That the Hawaiian Homes Commission (HHC) grant its approval to issue a Right of Entry (ROE) permit to Hawaiian Telcom, Inc. for non-exclusive easement access for the purpose of conducting due diligence related to acquiring, maintaining and operating submarine and terrestrial telecommunication assets situated on portions of Hawaiian home lands, as shown and described in Exhibit "A".
2. Authorize the issuance of a Right of Entry permit to PERMITTEE covering the subject area under the terms and conditions cited below, which are by this reference incorporated herein and further subject to the following:
 - A. The standard terms and conditions of the most current ROE permit form, as may be amended from time to time;
 - B. The term of the ROE shall be month to month for up to twelve (12) months, commencing upon execution of the ROE document and terminating at the end of the twelve (12) month period or upon execution of a license disposition, whichever date occurs sooner;
 - C. Delegate to the Chairman the authority to finalize negotiations on the fee set for this ROE, as described in greater detail below under Background/Discussion;
 - D. The processing and documentation fee is set at \$175.00;
 - E. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trusts;

- F. The ROE document shall be subject to other standard terms and conditions of similar ROE issued by DHHL and will be subject to the review and approval of the Department of the Attorney General;
3. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, HAR this project will probably have minimal or no significant effect on the environment.

LOCATION:

Portions of Hawaiian home lands situated on the islands of Kauai, Oahu, Molokai, Maui, Hawaii, State of Hawaii, and described in Exhibit “A”.

BACKGROUND/DISCUSSION:

On November 13, 2018, an involuntary proceeding under Chapter 11 of the Bankruptcy Code was filed against Paniolo Cable Company, LLC (“Debtor”) in the United States Bankruptcy Court for the District of Hawaii (Bankruptcy Court”), Case No. 18-01310.

The submarine and terrestrial assets of the Debtor were sold by the Trustee of the Debtor (“Trustee”) to the PERMITTEE via an Asset Purchase Agreement dated November 30, 2020 and other related Bankruptcy Court documents. The Trustee and PERMITTEE also entered into an Amended Operational Support and Sales Agreement dated December 21, 2020, allowing PERMITTEE to maintain and operate the assets until the closing of the transaction. A portion of the assets being acquired by the PERMITTEE and presently being maintained and operated by the PERMITTEE are physically located on Hawaiian home lands.

Hence, the Chairman of the Hawaiian Homes Commission approved a limited right of entry permit allowing PERMITTEE access to the subject parcels for a thirty (30) day period (see Exhibit “B”) until this matter could be brought back to the HHC for decision making on the ROE permit. Approval of the ROE will allow the PERMITTEE access needed to conduct its due diligence investigation, operate and maintain the system, while PERMITTEE and the Department of Hawaiian Home Lands (DHHL) work collaboratively towards issuance of a new license easement document and return back to the HHC for its approval on the new license.

The fee will utilize the current methodology used to establish the fee for other Department issued ROEs. However, given the unique nature of the properties included in this ROE and the Department’s intent and current effort to work collaboratively towards issuance of a new license, adjustments may be made to the methodology to capture a comparable fee that is less complicated to implement. This allows for limited staff and consultant resources to focus on the longer-term license document instead of the shorter-term ROE.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Based upon HAR Section 11-200.1 exemption criteria and DHHL’s approved exemption list, the DHHL Planning Office concluded that Hawaiian Telcom, Inc, due diligence investigation and maintenance activities on portions of various tax map keys, island of Kauai, Oahu, Molokai, Maui, and Hawaii, meets the criteria for the following de minimis activities: 1) Type 1-Operations, repairs or maintenance of existing structures, facilities, equipment or topographical features, involving negligible or no expansion or change of use beyond that previously existing, Items #2 (c),(i),(k). 2) Type 5-Basic data collection, research, experimental management, and resource evaluation activities which do not result in a serious or major disturbance to an environmental resource, Items # 3, 7, 9, 19 & 20.

RECOMMENDATION

Land Management Division recommends approval of the requested motion/action as stated.

Exhibit "A"

Location	Function	TIMK / Description
Anahola (Kauai)	Central Office	(4) 4-18-15 (Parcel 22 and 23) and access easement adjacent
Kekaha (Kauai)	Terminal Building / CLS	7743 Iwipolena Rd, Kekaha, HI 96752 (Parcel ID 1201700500000)
Nanakuli (Oahu)	Terminal Building / CLS	8-9-7 Portion 2 (Lot A)
Waimanalo (Oahu)	Terminal Building / CLS	4-1-08: Portion 3 (Lot 55 Waimanalo Resident Lots, Unit 9)
Oneili'i (Molokai)	Cable Landing	2-5-4-6:19 (parcel ID 5400601900000)
Kalamaula (Molokai)	Terminal Building / CLS	2 nd Div 5-2-09: :Portion 22 and 14
Puunene (Maui)	Terminal Building / CLS	Northwest portion of parcel ID 3800803600000 (Near 1350 Mehameha Loop, Kahului, HI 96753)
Waiehu (Maui)	Central Office	2 nd Div 3-2-21:14 (Portion of Lot 14 Waiehu Kou Subdivision)
Kawaihae (Hawaii)	Cable Landing/Beach MH	3-6-1-4:20 (Parcel ID 6100402000000)
Puukapu (Hawaii)	Terminal Building / CLS	3 rd 6-4-04:009 portion (Lot 23 Puukapu Pasture Lots Section I) and land between Puukapu Pasture Lots Section I and Kuhio Village
Laiopua (Hawaii)	Central Office	Lot 227 - Villages of Laiopua (Village 3)
Hilo (Hawaii)	Central Office	2-1-025:090 - Portion of Lot 89 Panaewa House & Farm Lots Section 1

Location	Function	TMK/Description
Near Ka Waihona O Ka Naauao PCS at 89-195 Farrington Hwy	Meet-Me Cabinet for Nanakuli Terminal Bldg	Includes cabinet located on Parcel ID 890010040000 and the area for the lines to connect to the main site.
Near Hawaiian Telcom Waimanalo CO at 41-1032 Kalaniana'ole Hwy	Meet-Me Cabinet for Waimanalo Terminal Bldg	Includes cabinet located on Parcel ID 410210310000 and the area for the lines to connect to the main site.
NE of intersection of Kahiwa St and Mauna Loa Hwy Southernmost corner of	Meet-Me Cabinet for Kalamaula Terminal Bldg	Includes cabinet located on the parcel to be identified and the area for the lines to connect to the main site.
Parcel ID 320230550000 on Kahekili Hwy just NW of Hoaua St intersection	Meet-Me Cabinet for Waiehu Central Office	Includes cabinet located on Parcel ID 320230550000 and the area for the lines to connect to the main site.

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

LIMITED RIGHT-OF-ENTRY NO. 22-008

This LIMITED RIGHT-OF-ENTRY NO. 22-008 (“LROE”), dated July 26, 2021 (*Effective Date*) is made 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**) and **HAWAIIAN TELCOM, INC.**, a Hawaii corporation, whose address is 1177 Bishop Street, Suite 32, Honolulu, Hawaii 96813, (**PERMITTEE**).

RECITALS

WHEREAS, on November 13, 2018, an involuntary proceeding under Chapter 11 of the Bankruptcy Code was filed against Paniolo Cable Company, LLC (“Debtor”) in the United States Bankruptcy Court for the District of Hawaii (“Bankruptcy Court”), Case No. 18-01310 (RJF); and

WHEREAS, the submarine and terrestrial assets of the Debtor were sold by the Trustee of the Debtor (“Trustee”) to the PERMITTEE, via an Asset Purchase Agreement dated November 30, 2020 (the “APA”); and

WHEREAS, the sale of the assets of the Debtor (collectively the “Assets”) under the terms and conditions of the APA was approved by the Bankruptcy Court by its “Order (A) Authorizing and Approving the Sale of the Debtor’s Assets Free and clear of All Liens, Claims, Interests, and encumbrances, (B) Approving the Asset Purchase Agreement, (C) Approving the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases in Connection with the Sale, (D) Approving the Operational Support and Sales Services Agreement, (E) Approving a Break-Up Fee, and (F) Granting Related Relief; Exhibits “A” and “B,” filed December 28, 2020 (“Sale Order”); and

WHEREAS, pursuant to the APA and Sale Order, the Trustee and the PERMITTEE are presently moving to a closing of the transaction, contingent on receiving certain approvals from the Federal Communications Commission; and

WHEREAS, as a part of the sale, the Trustee and PERMITTEE also entered into an Amended Operational Support and Sales Agreement dated December 21, 2020 (“Operations Agreement”), allowing PERMITTEE to maintain and operate the Assets of the Debtor until the closing of the transaction; and

WHEREAS, a portion of the Assets being acquired by the PERMITTEE and presently being maintained and operated by PERMITTEE are physically located on the lands of the PERMITTOR;

WHEREAS, while ownership is imminent, PERMITTEE has not yet acquired the Assets and PERMITTEE has requested this LROE to obtain access it needs to inspect and

ITEM NO. F-1
EXHIBIT “B”

assess existing infrastructure and immediately adjoining peripheral areas and complete any other due diligence related to Assets and the sales transaction; and

WHEREAS, the “Premises” for this LROE means the portions of PERMITTOR’s land currently being used by the PERMITTEE to maintain and operate the Assets under the Operations Agreement and peripheral areas thereto for PERMITTEE’s due diligence work, as more specifically described in Exhibit “A” attached hereto; and

WHEREAS, based on the best available information, Exhibit “A” attached hereto identifies the portion of the Premises currently being used by the PERMITTEE to maintain and operate the Assets, and after its due diligence, PERMITTEE will inform PERMITTOR if the PERMITTEE believes other additional areas of PERMITTOR’s land are being used for such maintenance and operation; and

WHEREAS, this LROE is not intended to affect existing rights PERMITTEE has under the Operations Agreement and the Sales Order or will acquire pursuant to the Sales Order, which allow and will allow PERMITTEE to continue to maintain and operate the Assets; and

WHEREAS, PERMITTOR and PERMITTEE have agreed to work collaboratively and expeditiously in a manner consistent with the rights and duties of the PERMITTEE and the rights and duties of the PERMITTOR for the issuance of a new license and

WHEREAS, as an interim measure, PERMITTOR is issuing this initial Limited Right of Entry to PERMITTEE (i) in order to allow PERMITTEE to conduct its due diligence investigations, and (ii) in furtherance of negotiations between PERMITTOR and PERMITTEE regarding the issuance of a new License and such other agreement(s) which would memorialize the continued maintenance and operation activities of PERMITTEE up to, and from, the closing of the transaction;

NOW, THEREFORE, PERMITTOR hereby grants this limited right of entry upon the following terms and conditions:

1. **GRANT**. PERMITTOR grants to PERMITTEE, its employees, consultants, contractors, invitees, agents, and representatives (collectively, Permittee's Representatives), a non-exclusive, revocable right to enter the Premises.

2. **TERM**. This LROE commences on the Effective Date and will continue thereafter for a period of thirty (30) days.

3. **PERMITTED USE**. PERMITTEE may use the Premises only for conducting its due diligence investigations. PERMITTEE shall not use the Premises for any other purpose(s), except with PERMITTOR'S prior written consent and except for maintenance and operation of the Assets on the Premises as set forth in the Operations Agreement.

4. **FEES**. PERMITTEE is not required to pay any fees for its use of the Premises, but PERMITTEE will bear its own costs, expenses, and liabilities arising from its use of the Premises. There is no processing and documentation fee for this LROE.

5. **MAINTENANCE, SECURITY.** PERMITTEE shall keep the Premises in a strictly clean and sanitary and orderly condition, and shall not cause, make, permit, or suffer any waste, spoil, nuisance, nor any unlawful, improper, illegal, or offensive use of or on the Premises. PERMITTEE shall be solely responsible for the security of the Premises and all of PERMITTEE'S property kept in or on the Premises.

6. **CONSTRUCTION AND IMPROVEMENTS.** PERMITTEE may not construct, alter, amend, place, or install any improvements or fixtures on the Premises or any improvements thereon except with PERMITTOR'S prior written approval or as permitted by the Operations Agreement.

7. **COMPLIANCE WITH LAWS.** PERMITTEE shall comply with all rules, regulations, ordinances and/or laws of the State of Hawaii and any other municipal and/or Federal Government authority applicable to the Premises and improvements thereon.

8. **LIMITED RIGHT TO ENTER.** Because of the high security nature of the portions of the Premises where the Assets are located, PERMITTOR, its employees, agents, consultants, contractors and representatives, will not have free access to enter such areas of the Premises. As to the balance of the Premises, PERMITTOR, its employees, agents, consultants, contractors and representatives, may at all reasonable times freely access and enter such portion of the Premises for the purpose of, but not limited to, examining the same or for the performance of any public or official duties; provided that PERMITTOR shall not interfere unreasonably with PERMITTEE'S permitted use(s) of the Premises under the Operations Agreement.

9. **NO ASSIGNMENT OR SUBLEASE.** PERMITTEE may not in any manner transfer, assign, mortgage, pledge, sublease, or sublet any rights in or to the Premises, in whole or part, or otherwise hold or agree so to do for the benefit of any other person or persons or organization of any kind.

10. **NO LIENS OR ENCUMBRANCES.** PERMITTEE shall not by any act or omission, directly or indirectly, create, incur, assume, cause, or suffer to exist any liens or encumbrances on or with respect to its interests and rights of use in the Premises. PERMITTEE shall promptly notify PERMITTOR of any such liens and encumbrances and, at its own expense, take such action as may be necessary to immediately and fully discharge or release any such lien or encumbrance.

11. **EXPIRATION.** Upon termination of this LROE, PERMITTEE may continue with its activities under and pursuant to the Operations Agreement, however, will no longer have access to the peripheral areas of the Premises.

1. **INSURANCE.** PERMITTEE shall provide proof of a comprehensive commercial general liability insurance policy of no less than \$2,000,000.00 for each occurrence, naming the Department of Hawaiian Home Lands (DHHL) as an additional

insured prior to commencement of work and throughout the term of this ROE. The specification of these limits as contained herein shall not be construed in any way to be a limitation on the amount of liability of PERMITTEE for fees, interest or other charges under this ROE.

PERMITTEE shall provide certificate(s) of insurance necessary to evidence compliance with the insurance provisions of this ROE. PERMITTEE shall keep such insurance in effect and the certificate(s) on deposit with PERMITTOR during the entire term of this ROE.

In addition:

- a. 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.
- b. The procuring of such required insurance policies shall not be construed to limit PERMITTEE'S indemnification obligations under this ROE.
- c. PERMITTOR is a self insured State agency. 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.

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 and its DEPARTMENT OF HAWAIIAN HOME LANDS as an 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, its officers, agents, employees, invitees or licensees in connection with PERMITTEE'S use or occupancy of the Premises; provided that PERMITTEE shall not be required to cover injuries, losses or damages caused by the sole negligence of DEPARTMENT OF HAWAIIAN HOME LANDS or pre-existing conditions.

PERMITTEE shall insure during the term of this ROE the Assets as required by the Operations Agreement.

PERMITTEE shall furnish to PERMITTOR upon the execution of this ROE, 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.

The procuring of this policy shall not release or relieve PERMITTEE of its responsibility under this ROE as set forth herein or limit the amount of its liability under this ROE. PERMITTEE shall provide proof of liability insurance satisfactory to PERMITTOR within a reasonable time before the Effective Date.

13. **DEFENSE AND INDEMNITY.** PERMITTEE agrees to save, defend, and hold harmless the State of Hawaii, its Department of Hawaiian Home Lands, its officers, employees, and agents from and against all liability, loss, damage, cost, and expenses, including all attorneys' fees and costs, and all claims, suits, demands therefore arising out of or resulting from the acts or omissions of PERMITTEE or PERMITTEE's employees, officers, agents, or subcontractors under this Limited Right of Entry Permit, provided that PERMITTEE's obligations under this paragraph do not apply to any claims, suits, demands, liability, loss, damage, cost and expenses, including attorneys' fees and costs, asserted by Sandwich Isles Communications (SIC), or its related companies or subsidiaries, or any person or entity claiming by or through any of them, for trespass, tortious interference with a business advantage, breach of contract, or similar allegation or any claim arising from or based on any putative exclusive agreement between DHHL and SIC.

14. **HAZARDOUS MATERIAL.** PERMITTEE shall not cause or permit the escape, disposal, or release of any hazardous materials. PERMITTEE shall not allow the storage or use of such materials 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 to be brought 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 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, arising out of or resulting from any use or release of hazardous materials on the premises occurring while PERMITTEE is in possession, or elsewhere if caused by PERMITTEE or persons acting under PERMITTEE. These covenants shall survive the expiration or earlier termination of the LROE.

For the purpose of this LROE, 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-byphenyls ("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 the LROE, 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.

The foregoing shall not apply to PERMITTEE's routine day-to-day maintenance and operation activities pursuant to the Operations Agreement.

15. **ENTIRE AGREEMENT.** This LROE contains all of the terms and agreements between the parties relating to the subject matter hereof and supersedes and cancels any and all other conflicting prior agreements, promises, and negotiations between them. Nothing contained herein shall limit any claims by PERMITTOR against PERMITTEE arising under prior agreements, nor limit PERMITTEE'S continuing obligations under prior agreements, including insurance, indemnity, and hazardous waste obligations. This LROE may be executed in counterparts, each of which shall be deemed an original, but all such counterparts together shall constitute one agreement.

16. **PERMITTEE REPRESENTATIONS.** PERMITTEE currently uses and occupies the Premises where the Assets are located and is familiar with the quality and condition of such portion of the Premises, has had an opportunity to inspect such portion of the Premises, and to evaluate and determine for itself the suitability of the such Premises for its intended purposes. As to the entire Premises, PERMITTEE accepts the Premises as-is, where-is, with all faults, defects, and conditions, whether known or unknown.

17. **SPECIAL CONDITIONS.**

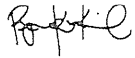
- A. The LROE document shall be subject to other standard terms and conditions of similar documents issued by DHHL and will be subject to the review and approval by the Office of the Attorney General, State of Hawaii; and
- B. This LROE is subject to other terms and conditions that may be deemed prudent by the Chairman of the Hawaiian Homes Commission.

[REMAINDER OF PAGE BLANK -- SIGNATURE PAGE FOLLOWS]

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

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:

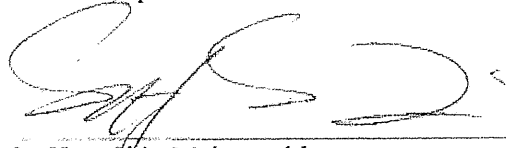


Deputy Attorney General
State of Hawaii

By *William J. Aila, Jr.*
William J. Aila, Jr., Chairman
Hawaiian Homes Commission

PERMITTOR

HAWAIIAN TELCOM, INC.
a Hawaii corporation

By: 
Su Hwa Shin Meisenzahl
Its: President & General Manager

PERMITTEE

Exhibit "A"

Anahola (Kauai)	Central Office	(4) 4-18-15 (Parcel 22 and 23) and access easement adjacent
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