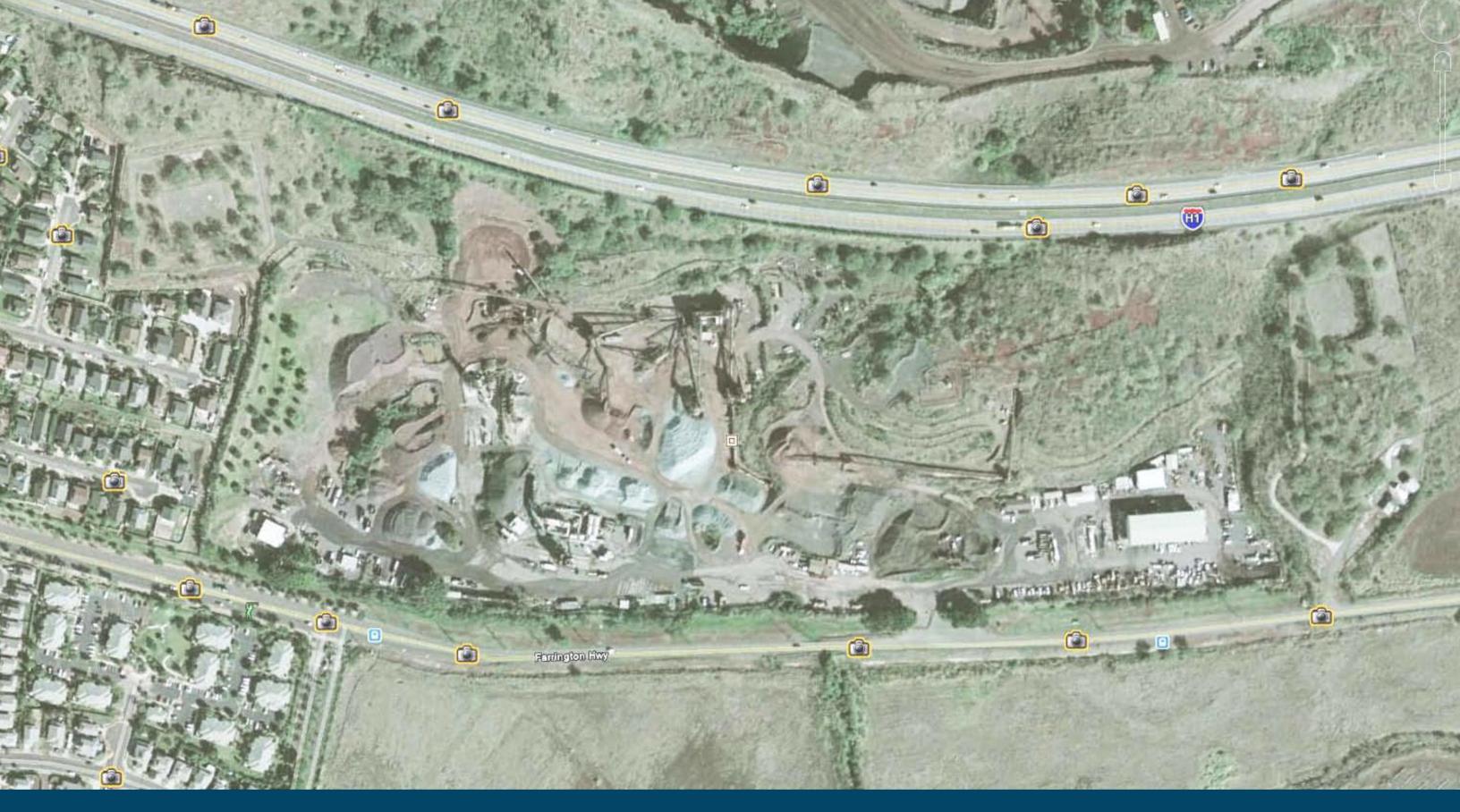
# ANNUAL COMPLIANCE REPORT

# Makakilo Quarry, Hawaii

2012

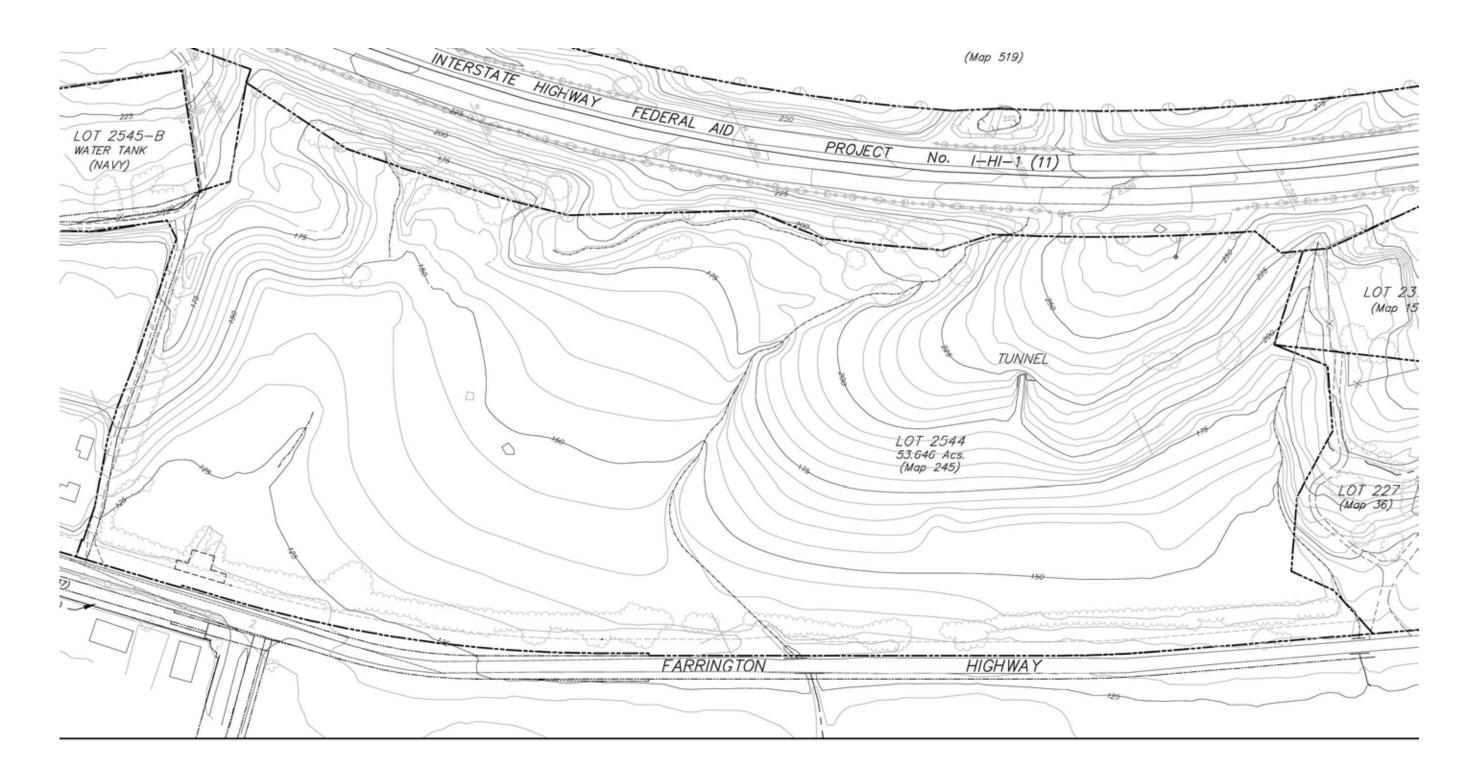
# APPENDIX A:

RE-SUBMITTAL OF LOWER QUARRY LANDSCAPE PLAN DATED OCTOBER 22, 2012



Makakilo Lower Quarry Landscape Plan - Grace Pacific Corporation
22 October 2012







SITE CONDITIONS AFTER GRADING

MAKAKILO QUARRY — GRACE PACIFIC CORPORATION

MAY 31, 2011

# Exhibit 1 Proposed Post-Closure Grading Plan for the Lower Quarry

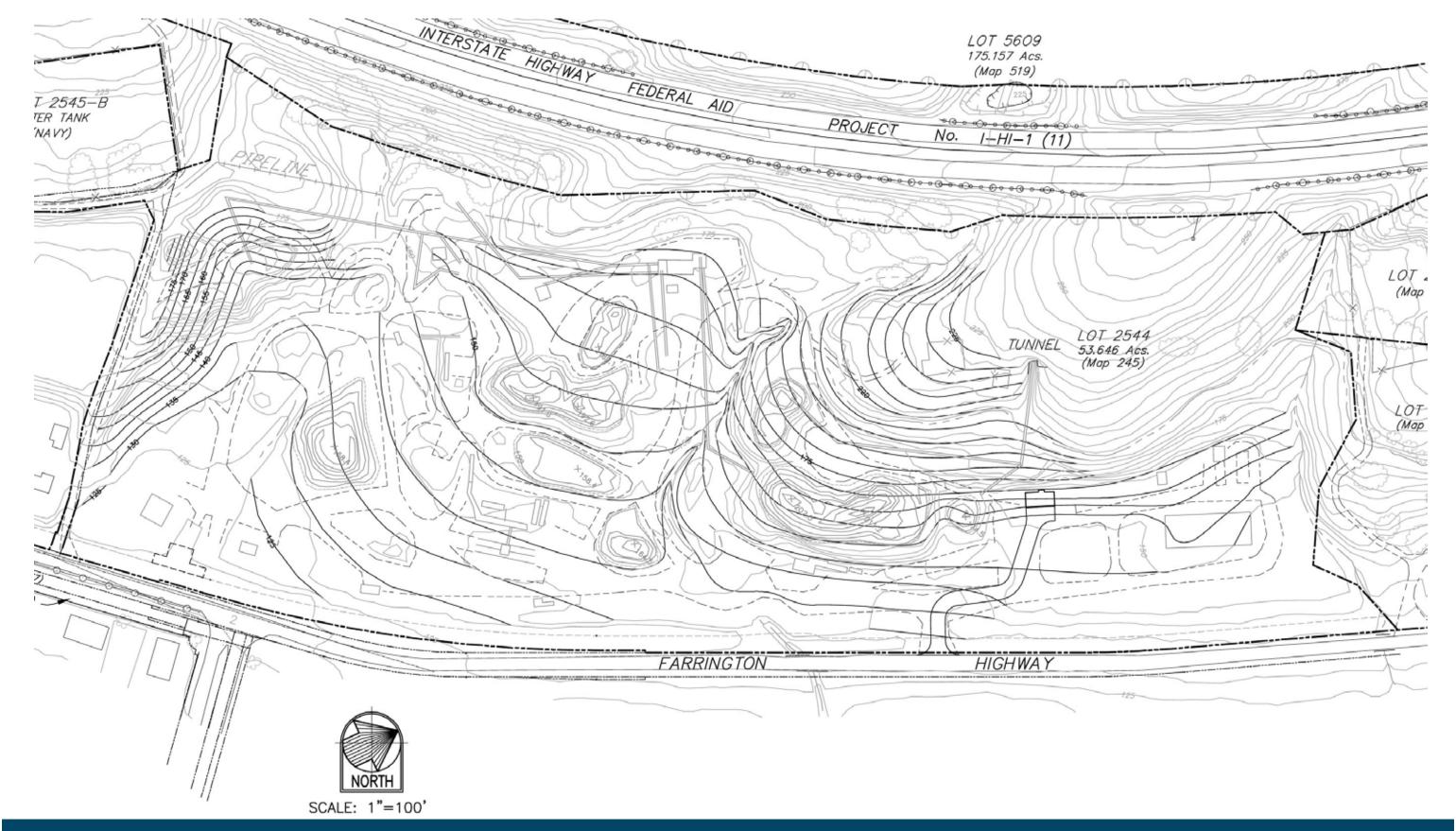


Exhibit 2
Overlay Comparison between 1969 Pre-Quarry Topography and Proposed Post-Closure Grading Plan

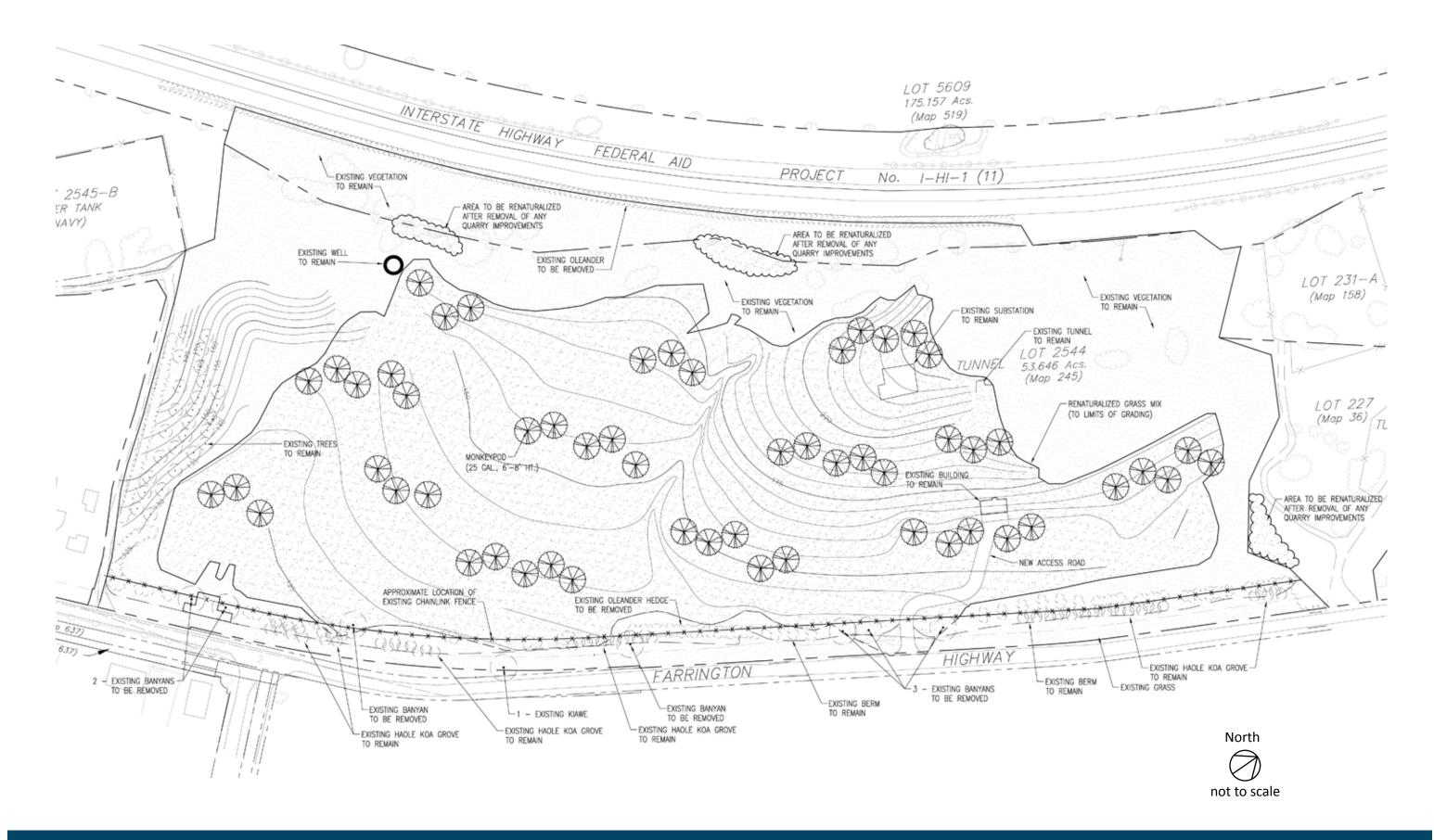


Exhibit 3
Site Condition After Removal of Quarry Operations



**Plan View of Service Road** 



**View of Service Road Entrance** 

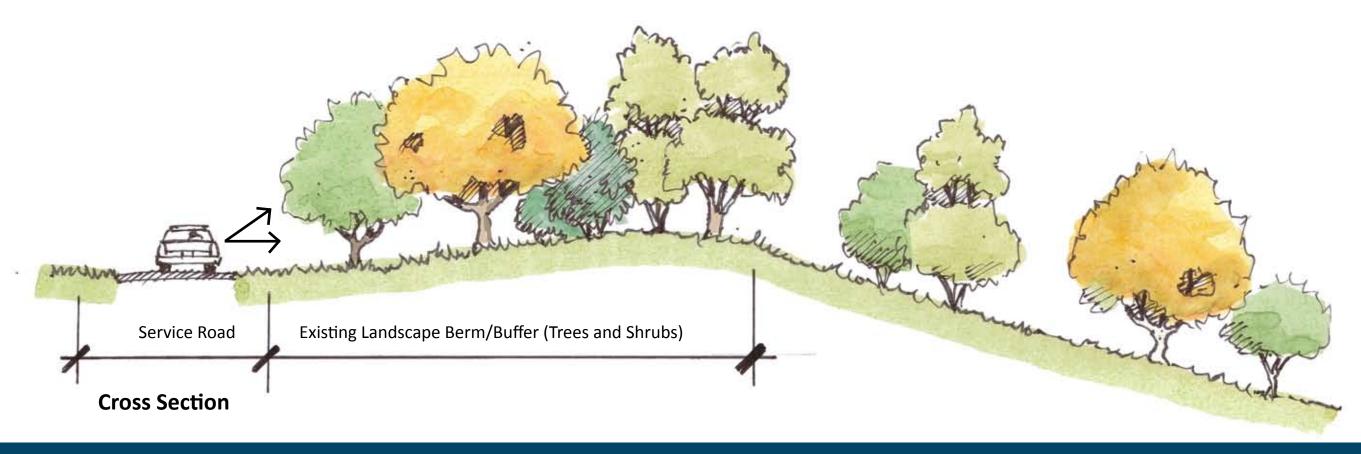
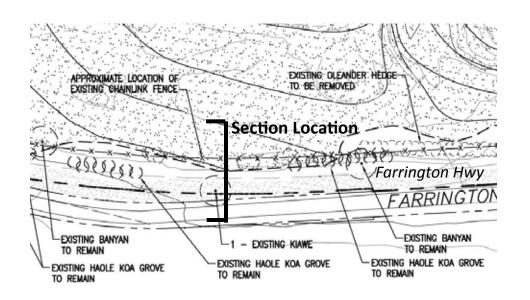


Exhibit 4
Plan and Section of Existing Landscape Buffer Along Kapolei Knolls



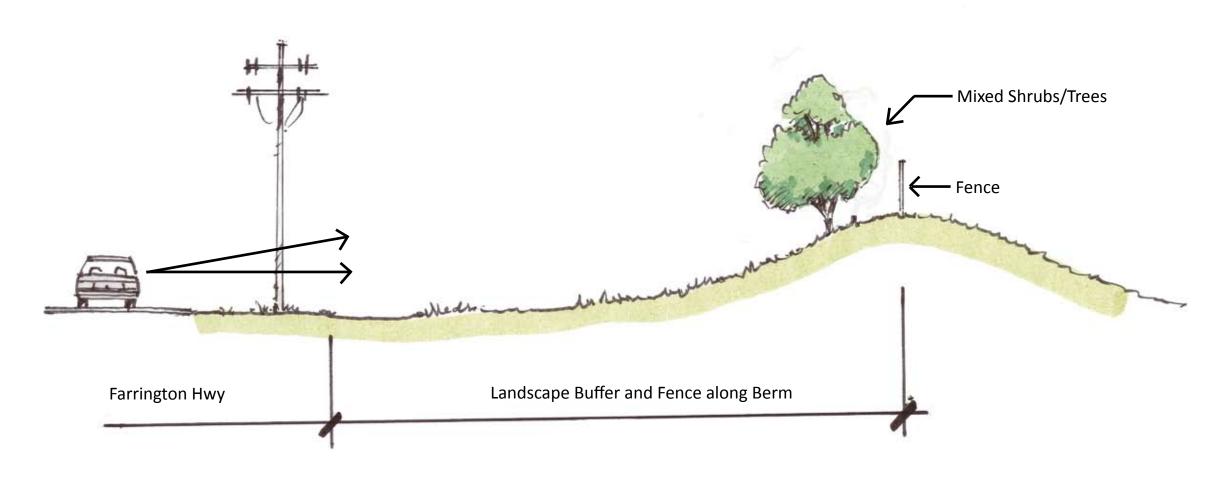


Exhibit 5
Plan and Section of Berm Along Farrington Highway







Buffelgrass Common Bermuda Annual Rye

# **PLANT MATRIX**

BOTANICAL NAME	COMMON NAME	OUTPLANTING SIZE (hardened to sun and drought)		REMARKS
Cenchrus ciliaris 'Laredo"	Loredo Buffelgrass	Un-hulled Seeds	10 lbs. de-hulled seeds	Hydroseed with bonded fiber matrix (Airtrol Geobinder) fertilizer
Cynodon dactylon	Common bermuda	Hulled Seeds	25 lbs. de-hulled seeds	(450 lbs. per acre, 10-30-10 + 2% iron/zinc) and mulch in one mix.
Lolium multiflorum	Annual rygrass	Seeds	25 lbs. seeds	

# Exhibit 6 Selection of Recommended Grasses and Groundcover



**BEFORE (Existing)** 



**View Location of Planted Berm** 



**AFTER (Removal of Shrubs at Fence)** 

# Exhibit 7 Before and After Views of the Farrington Highway Berm



**BEFORE (Existing Quarry Operations)** 



AFTER (Re-naturalized, regraded and planted)

# Exhibit 8 Before and After Views from H-1 Toward Diamond Head Crater

# ANNUAL COMPLIANCE REPORT

# Makakilo Quarry, Hawaii

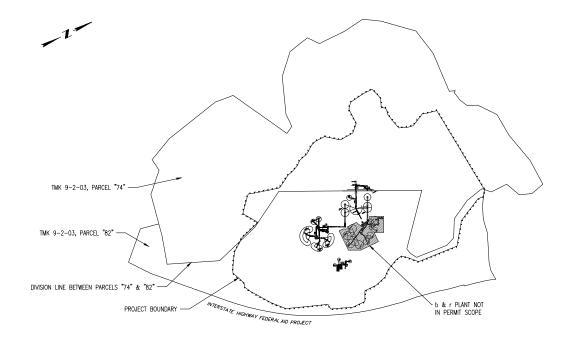
2012

# APPENDIX B:

RE-SUBMITTAL OF SITE PLAN DATED FEBRUARY 8, 2012

# GRACE PACIFIC CORPORATION, MAKAKILO QUARRY MAKAKILO, OAHU, HAWAII **QUARRY EQUIPMENT EXPANSION**

TMK: 9-2-03, PARCELS 74 AND 82



ZONING: AG-2 & R-5

USE PERMITS: THE DECISION AND ORDER FOR THE "SPECIAL USE PERMIT". DOCKET NO. SP73-147, FILED AND EFFECTIVE ON NOVEMBER 7, 2008.

THE DECISION AND ORDER FOR THE "CONDITIONAL USE PERMIT" NO. 2007/CIP-91,

ALL USE PERMITS, ZONING & L.U.O. INFORMATION ON PAGES 003A, 003B, 003C, 003D, 003E 362, 363, 364, 365 & 366. THESE SHEETS ARE ALSO NUMBERED LUO 01 - LUO 10.

## OWNER

GRACE PACIFIC CORPORATION 949 KAMOKILA BLVD. SHITE 100 KAPOLEI, HI 96707

**ENGINEER** 

KH2A ENGINEERING, INC. BRIAN YEE, PE (503) 230-9348

#### OWNER'S AGENT

TAPESTRY PARTNERS LTD. eric@tapestrypartners.nel

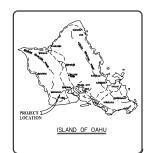
## CONTRACTOR

TO BE NAMED AT TIME OF PERMIT

SPECIAL INSPECTOR

TO BE NAMED AT TIME OF PERMIT **ADDRESS** 

SITE HAS NO ADDRESS





SOUE H VILES

#### CODE REVIEW SUMMARY

IBC GENERAL OVERVIEW THIS PROJECT ADDS ROCK PROCESSING AND CONVEYING EQUIPMENT IS NON-COMBUSTALE AND IS SUPPORTED ON STRUCTURAL STEEL, THERE WILL BE SMALL OPERATOR CONTROL ROOMS AND MOTOR CONTROL ROOMS.

TOTAL AREA OF OCCUPIED CONTROL ROOMS

1. PRIMARY STAGE OPERATOR'S CAB

2. A-ROCK OPERATOR'S CAB

3. B-ROCK OPERATOR'S CAB 64 SQ.FT. 64 SQ.FT. 64 SQ.FT. 49 SQ.FT. 4. WASH PLANT TOTAL AREA OF MOTOR CONTROL ROOMS

1. PRIMARY STAGE MCC ROOM

2. PRIMARY/SECONDAY MCC ROOM (T1)

3. A-ROCK PLANT MCC ROOM (T2)

4. A-ROCK PLANT MCC ROOM (T3)

5. B-ROCK/RECYCLE PLANT MCC ROOM (T4) 151 SQ.FT. 151 SQ.FT. 304 SQ.FT. 151 SQ.FT. 304 SQ.FT. 320 SQ.FT. 6. WASH PLANT CONSTRUCTION TYPE OCCUPANCY TYPE II B U HEAVY EQUIP**M**ENT

#### ACCESSIBILITY CHAPTER 11

SECTION 1101.2 OF 2003 IBC WITH LOCAL AMENDMENTS:

THIS PROJECT IS SUBJECT TO THE CONFORMANCE WITH THE DESIGN AND CONSTRUCTION REQUIREMENTS OF THE AMERICANS WITH DISABILITIES ACT ACCESSIBILITY GUIDELINES.

#### ENERGY CONSERVATION CHAPTER 13

CLIMATE ZONE 1
CONDITIONED SPACE — A SPACE WITHIN A BUILDING ENVELOPE
HEATED OR CDOLED BY HYAC SYSTEM EXTERIOR ENVELOPE — OTHER BUILDINGS
INSULATION, MATERIALS FLOORS ROOFS | RUIS | WALLS | R-13 | WINDOWS | <30% GLAZING FRACTION <0.054 U FACTOR <0.054 SHADING COEFFICIENT <0.054 U FACTOR <0.055 U FA VAPOR RETARDER
1-PERM VAPOR RETARDER ON WARM SIDE OF ALL EXTERIOR WALLS, FLOORS AND CEILINGS, THOUGH THE METHOD THE VENTILATION NATURAL 4% OF FLOOR AREA OR 20 CFM OUTDOOR AIR PER OCCUPANT HVAC CONTROL
PROGRAMMABLE THERMOSTAT,
DOWN TO 55°F, UP TO 85°F
OFF HOUR CONTROL
AUTOMATIC SHUTDOWN

#### INDIVIDUAL WASTEWATER SYSTEM &

MANUFACTURED DOUBLE FLUSH TOILET BUILDINGS IWS FILE NO.: 45458 (SEPTIC TANK)

MANUFACTURED TOILET BUILDINGS "CODE REVIEW SUMMARY" FOR MANUFACTURED BUILDINGS ON SHEETS "CZ-01 THRU CZ-21" IN VOLUME 4, SEE MASTER DRAWING KEY.

SITE LOCATIONS SHOWN ON SHEETS 003G (LUO 07), 003I (LUO 09), 003J (LUO 10) & 003K (LUO 11)

IDENTIFIERS ARE \*RRo, RRb & RRW\* 6 WATER CLOSET 6 LAYATORY

#### MINE SAFETY AND HEALTH ADMINISTRATION THE PROJECT SITE IS A M.S.H.A. REGULATED "CLOSED ACCESS FACILITY", FOR SITE MAP REFER TO THE "GENERAL NOTES" PAGE 3.

MAKAKILO, QUARRY — M.S.H.A. MINE # 51-00173
MINE IS MONITORED BY THE WESTERN DISTRICT OFFICE VACAVILLE
2060 PEABOY ROAD, SUITE 610
VACAVILLE, CA 95687
(707) 271-1250
Mayed Rem @x.





DATE: 8 FEBRUARY 2012 REVISED PRINT

> APPROVED FOR CONSTRUCTION

## GENERAL NOTES

#### LOADING CRITERIA

WIND

ROOF LL 20.0 PSF

FLOOR LL 50.0 PSF OR 1000 LB. CONCENTRATED LL CONVEYOR WALKWAY LL 40.0 PSF OR 300 LB. CONCENTRATED

BASIC WIND SPEED = 105 MPH 3 SECOND GUST EXPOSURE C

S<sub>s</sub>=0.6 S1=0.16 SITE CLASS B SOIL IMPORTANCE FACTOR = 1.0 SEISMIC

#### GENERAL REQUIREMENTS

- ALL MATERIALS AND WORKMANSHIP SHALL CONFORM TO THE "INTERNATIONAL BUILDING CODE" ("IBC") 2003.
- THE OWNER HAS APPLIED TO THE COUNTY OF HONOLULU FOR THE GENERAL BUILDING PERMIT AND WILL OBTAIN AND PAY FOR THIS PERMIT PRIOR TO ANY CONSTRUCTION. THE CONTRACTOR SHALL BE RESPONSIBLE TO OBTAIN AND PAY FOR ALL PERMITS AND BONDS AS REQUIRED FOR THE CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR ALL CONSTRUCTION METHODS, TECHNIQUES, SEQUENCING, AND SAFETY REQUIRED FOR THE CONSTRUCTION.
- ALL STAIRS, HANDRAILS, GUARDRAILS, LADDERS, RAMPS AND MECHANICAL GUARDS SHALL COMPLY WITH 29 CODE OF THE FEDERAL REGULATIONS SECTION 1910.
- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND EXISTING CONDITIONS PRIOR TO BEGINNING WORK. NOTIFY ENGINEER OF ANY DISCREPANCIES BEFORE BEGINNING WORK.
- A "STRUCTURAL" ELEMENT IS DEFINED AS A MEMBER, PLATE OR FASTENER ASSOCIATED WITH A COLLUMN, BEAM ON DIAGONAL BRACE AS DETAILED ON THE STRUCTURAL ARRANGEMENT DRAWINGS.

#### SUBMITTALS

CONTRACTOR SHALL PROVIDE TO ENGINEER PRIOR TO FABRICATION ALL SHOP DRAWINGS, PRODUCT DATA. ETC. NECESSARY FOR PERFORMANCE OF THE WORK IN THE SHOP AND AT THE SITE. SUBMIT (5) SETS OF THE FOLLOWING:

WELDING/CUTTING PERMIT INSPECTION/TESTING REPORTS RENOFORMS STEEL SHOP/PLACEMENT DRAWINGS STEUCTURAL. STEEL ERECTION DRAWINGS STRUCTURAL. STEEL ERECTION DRAWINGS WELDER CERTIFICATIONS WELDING PROCEDURES EQUIPMENT CATALOG BUILDING SYSTEMS DOORS AND HARDWARE

#### PROJECT/SITE CONDITIONS

- CONTRACTOR SHALL VERIFY ALL EXISTING CONDITIONS. IF EXISTING CONDITIONS DIFFER FROM THOSE SHOWN, THE ENGINEER SHALL BE NOTIFIED PRIOR TO CONTINUANCE OF THE WORK.
- CONTRACTOR SHALL BE RESPONSIBLE TO WORK AROUND ALL OBSTRUCTIONS DURING THE INSTALLATION OF NEW MATERIALS.

#### TEMPORARY CONSTRUCTION FACILITIES

- CONTRACTOR SHALL BE RESPONSIBLE FOR DESIGN AND CONSTRUCTION OF ALL TEMPORARY SHORING, BRACING, ETC. REQUIRED FOR THE CONSTRUCTION.
- ALL SHORING PLANS, BRACING DESIGNS AND CALCULATIONS SHALL BE STAMPED BY A REGISTERED STRUCTURAL ENGINEER LICENSED IN THE STATE OF HAWAII. SUBMIT (5) SETS OF SHORING PLANS AND CALCULATIONS.

#### FIRE PREVENTION AND PROTECTION

- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE STATE AND LOCAL FIRE—PREVENTION REGULATIONS AND ORDINANCES. WHERE THESE REGULATIONS DO NOT APPLY, APPLICABLE PARTS OF NFPA NO. 241 "STANDARD FOR SAFEGUARDING OF BUILDING CONSTRUCTION, ALTERATION AND DEMOLITION OPERATIONS. SHALL BE FOLLOWED.
- CUTING AND WELDING SAFETY PROCEDURES SHALL BE IN ACCORDANCE WITH NFPA NO. 51B "STANDARD FOR FIRE PREVENTION IN USE OF CUTING OR WELDING OFFRATIONS." PRIOR TO ANY CUTING OR WELDING OFFRATIONS FROM THE OWNER'S HAVE FOR EACH CUTING/WELDING OPERATION FROM THE OWNER'S REPRESENTATIVE RESPONSIBLE FOR AUTHORIZING CUTING OR WELDING OPERATIONS. CUTTING OR WELDING WITHOUT A PERMIT SHALL NOT BE PERMITTED.

#### INSPECTION AND TESTING

1. SPECIAL INSPECTIONS SHALL CONFORM TO SECTION 1704 OF THE "IBC" 2003.

REINFORCING STEEL PLACEMENT CONCRETE PLACEMENT HIGH STRENGTH BOLTS SHOP WELDING FIELD WELDING BOLTS INSTALLED IN CONCRETE STRUCTURAL MASONRY

AL INSPECTIONS AND TESTING WITH RELATED SAMELING, WHETHER REQUIRED BY THE CONSTRUING BUILDING SO BY THE CONSTRUING BUILDING CODE SHALL BE PERFORMED BY IN N. REPENDENT TESTING AGENCY MEETING THE REQUIREMENTS OF ASTM E.229. THE OWNER SHALL SEQUER AND PAY FOR THE SERVICES OF THE INDEPENDENT ESTING AGENCY TO PERFORM ALL INSPECTIONS AND TEST, SUBMIT COPY OF INSPECTION/TEST REPORTS TO THE ENGINEER. CONTRACTOR TO NOTIFY SPECIAL INSPECTIOR WHEN INSPECTIONS AND TEST, SUBMIT

#### STRUCTURAL STEEL/METAL FABRICATIONS

STEEL WIDE FLANGE SHAPES SHALL BE ASTM A992
RECTANGULAR AND SQUARE HSS SHAPES SHALL BE ASTM A500 GRADE B,
FYY=46KS, GAUNAUTED.
STRUCTURAL STEEL PLATES SHALL BE ASTM A572 GRADE 50.
STELL FIPE SHALL BE ASTM A55 GRADE B, FY=35 KSI, GALVANIZED.

1B NON-STRUCTURAL SECONDARY STEEL!

SECONDARY, NON-STRUCTURAL STEEL PLATES SHALL BE ASTM A36 MINIMUM. ANGLES, CHANNEL AND BAR SHALL BE ASTM A36 MINIMUM. STEEL WIDE FLANCE SHAPES SHALL BE ASTM A36 MINIMUM. RECTANOLURA AND SQUARE HSS SHAPES SHALL BE ASTM M500 GRADE B GALV. STEEL PIPE SHALL BE ASTM A55 GRADE B, FY=35 KS, GALVANIZED.

- FLOOR PLATES: ASTM A36 RAISED (MEDIUM) PATTERN, THICKNESS IS EXCLUSIVE OF RAISED PATTERN HEIGHT. SEE PAINTING NOTES FOR COATING SYSTEM.
- STAIR TREADS SHALL BE ANSI MBG 531 GALVANIZED GRIP STRUT AS NOTED ON PLANS. GRAINING GRIP STRUT TO BE CONNECTED TO SUPPORTING MEMBERS WITH BENT-CUP & CALVANIZED TEXES SCREWS FASTENERS OF WELDED. PROVIDE FASTENERS © 18° O.C. WITH 2 MIN. PER PANEL. SUBMIT CLIP DETAILS WITH SHOP DETAILS
- FABRICATION AND ERECTION SHALL BE IN ACCORDANCE WITH AISC "SPECIFICATION FOR STRUCTURAL STEEL BUILDINGS" AND AISC "CODE OF STANDARD PRACTICE FOR STEEL BUILDINGS AND BRIDGES".
- 5A. FASTENERS STRUCTURAL
  HIGH STRENGTH STRUCTURAL BOLTS SHALL BE ASTM A325. HIGH STRENGTH
  BOLTING SHALL BE IN ACCORDANCE WITH ASC "SPECIFICATION FOR STRUCTURAL
  JOINTS USING ASTM A252 OR A499 BOLTS". TIGHTENED BOLTS TO BE FULLY
  PRETENSIONED IN ACCORDANCE WITH SECTION 8 OF THIS AISC CODE.
  BOLTS SHALL BE HOT DIP GALVANIZED.
- 5B. FASTENERS NON-STRUCTURAL NON-HIGH STRENGTH, NON-STRUCTURAL FASTENERS SHALL BE ASTM A307 GRADE A ZINC PLATED OR HOT DIP GALYANIZED.
- ALL WELDING SHALL BE IN ACCORDANCE WITH ANS D1.1 "STRUCTURAL WELDING CODE-STEEL" WELDING FILER METAL SHALL BE MAS 45.6 EZYTX LOW HYDROGEN TYPE. WELDERS SHALL BE MAS AND COUNTY OF HONOLULU CERTIFIED. AWS AND COUNTY OF HONOLULU CERTIFIED. SUBMIT. COPY, OF ALL, PROCEDURE COLUMIFICATIONS AND WELDER CERTIFICATIONS.
- SURFACES TO BE WELDED SHALL BE PROTECTED FROM PAINTING BY USE OF MASKING, INADVERTENT OVER-SPAY ON SURFACES TO BE WELDED SHALL BE REMOVED BY WIRE BRUSHING.
- ANCHOR BOLTS SHALL BE ASTM F1554 GRADE 36 & 105 BOLTS, HOT DIP GALVANIZED. FOR DIAMETERS AND LENGTHS SEE PLANS.

#### REINFORCING STEEL

- 1. REINFORCING STEEL SHALL BE ASTM A615 GRADE 60 DEFORMED BARS.
- 2. WELDED WIRE FABRIC (WWF) SHALL BE ASTM A185 AND GALVANIZED.
- FABRICATION AND PLACEMENT OF REINFORCING STEEL SHALL BE IN ACCORDANCE WITH CRSI MSP-1 "MANUAL OF STANDARD PRACTICE" AND CHAPTER 5 OF ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".
- REINFORCING STEEL LAP SPLICES NOT OTHERWISE INDICATED SHALL BE ACI STANDARD CLASS B IF SPLICED AT THE SAME LOCATION OR CLASS A IF SPLICES ARE STAGGERED BETWEEN ADJACENT BARS ONE LAP LENGTH MINIMUM.
- UNLESS OTHERWISE INDICATED, MINIMUM CLEARANCE FOR REINFORCING STEEL SHALL BE 1 FOR #5 AND SMALLER BARS AND 1-1/2" FOR #6 AND LARGER BARS. INSTALL WITH PROPER BAR SUPPORT'S PRIOR TO CONCRETE PLACEMENT. MINIMUM CONCRETE COVER OVER BARS AGAINST EARTH SHALL BE 3".

CONCRETE SHALL BE 1'C = 4,000 PSI ® 28 DAYS, SLUMF SHALL BE 3' = 1" CONCRETE SHALL CONTRIN A WATER REDUCER MANIMUM SLE AGGREGATE SHALL BE 3/4". CONCRETE MATERIALS AND QUIALITY SHALL BE IN ACCORDANCE WITH ACI 318 "BUILDING CODE REQUIREMENTS OF REINFORCED CONCRETE". SUBMIT COPY OF CONCRETE MIX DESIGN IN ACCORDANCE WITH SECTION 1704, 2003 IBC.

TRANSPORTING OF READY-MIX CONCRETE SHALL BE IN ACCORDANCE WITH ASTM C94 "STANDARD SPECIFICATION FOR READY-MIX CONCRETE" AND CONCRETE PLACEMENT AND CURING SHALL BE IN ACCORDANCE WITH ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS".

- 3. EXTERIOR SLAB FINISH SHALL BE BROOM FINISH.
- 4. PROVIDE 3/4" CHAMFER @ ALL CORNERS.
- STRENGTH TESTING OF CONCRETE SHALL BE IN ACCORDANCE WITH ACI 301 "SPECIFICATIONS FOR STRUCTURAL CONCRETE FOR BUILDINGS". A SET OF (4) 6" x 12" CYLINDERS SHALL BE MADE FOR EACH 50 CUBIC YARDS OR FRACTION THEREOF OF CONCRETE PLACED EACH DAY.

#### **GROUT**

- GROUT TO BE MASTERFLOW 555 NON-SHRINK GROUT AS MANUFACTURED BY MASTER BUILDERS TECHNOLOGIES.
- 2. INSTALL IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS.

#### PAINTING

1. STRUCTURAL STEEL AND EQUIPMENT SHALL BE PAINTED WITH THE FOLLOWING SYSTEM:

SURFACE PREPARATION: SSPC-SP3 POWER TOOL CLEANING PRIMER COAT - FORREST 16P300X RED OXIDE PRIMER, OR EQUAL. INTERMEDIATE AND TOPCOATS - FORREST QUIXNAMEL INDUSTRIAL ENAMEL 100, COLOR RAL #3005 WINE RED, 2.0-2.5 MILS DFT, OR EQUAL.

- HANDRAILS, GUARDRAILS, DRIVE GUARDS, TAIL PULLEY GUARDING, TAKE—UP GUARD FENCES, TAKE—UP WEIGHT BOXES, AND SCISSOR TAKE—UP WEIGHTS SHALL BE SAFETY YELLOW.
- INTERMEDIATE AND FINISH COATS NOT TO BE INCLUDED ON THE FAYING SUBFACES OF ANY CONNECTION DESIGNATED TO BE SUP CRITICAL. PPREPARE SURFACE AND APPLY IN STRICT ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS. ALL PAINT TO BE SHOP APPLIED.
- PAINT SHALL BE APPLIED IN ACCORDANCE WITH THE APPLICABLE PARTS OF SSPC PAI "SHOP, FIELD, AND MAINTENANCE PAINTING" AND THE MANUFACTURER'S LABELED INSTRUCTIONS AND SPECIFICATIONS. TOUCH—UP PAINTING OF DAMAGED AREAS AS A RESULT OF THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH SECTION 9.3 OF SSPC PAI-1.
- SURFACE PREPARATION SHALL BE IN ACCORDANCE WITH THE PAINT MANUFACTURERS LABELED INSTRUCTIONS AND SPECIFICATIONS EXCEPT STRUCTURAL STEEL SURFACE PREPARATION SHALL BE SSPC SP3, AND FIELD TOUCH-UP SHALL BE SSPC-SP3.

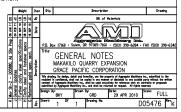
#### **FOUNDATIONS**

- ALLOWABLE SOIL BEARING PRESSURE SHALL BE 6000 PSF, WITH 1/3 INCREASE FOR WIND AND SEISMIC.
- ALL FOOTINGS HAVE BEEN DESIGNED TO BEAR ON UNDISTURBED SOILS OR ENGINEERED FILLS AT DEPTHS INDICATED.
- FOUNDATIONS WERE DESIGNED PER GEOLABS, INC. SOILS REPORT, DATED 10/28/2010.
- RECLAIM FEEDER HOUSES WERE DESIGNED USING PRESSURES DEVELOPED PER SHAW REPORT DATED APRIL 14, 2010.
- A COPY OF SOILS REPORT SHALL BE MADE AVAILABLE TO COUNTY OF HONOLULU. SOILS REPORT SHALL INCLUDE SEISMIC SITE CLASS.

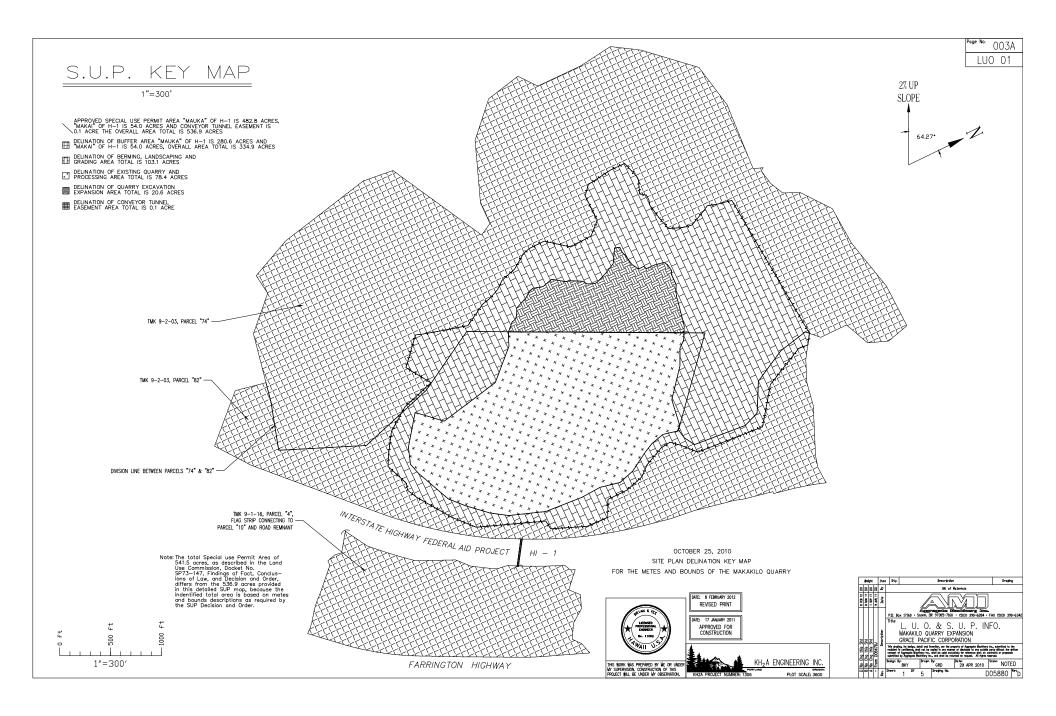
#### SITE PREPARATION

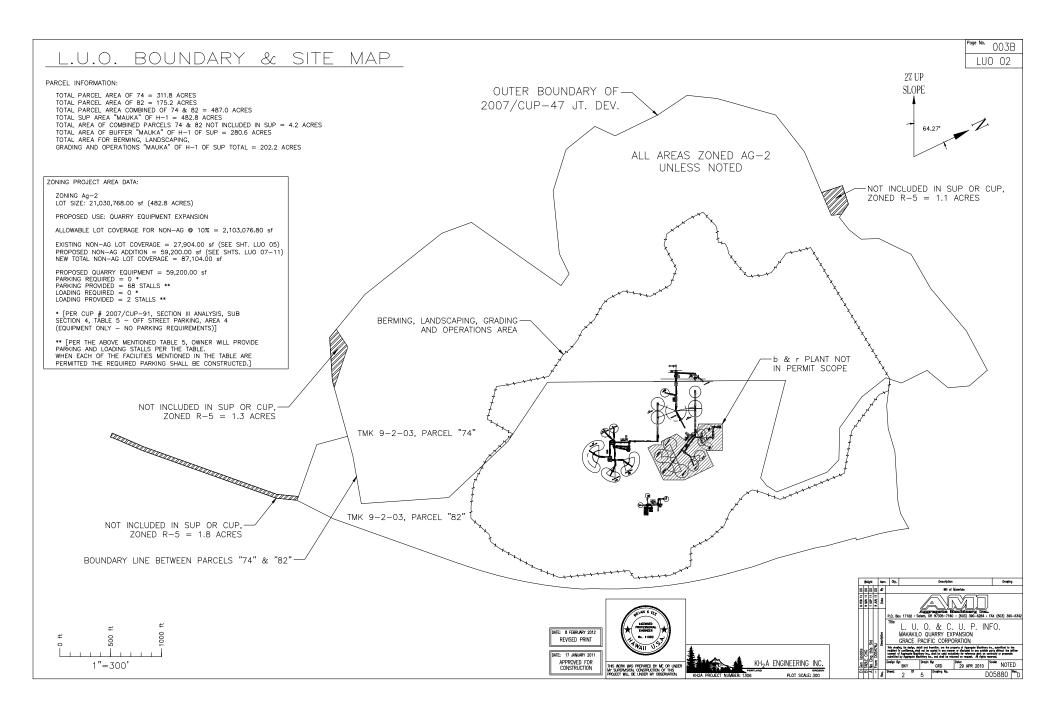
- AREAS TO RECEIVE FILL SHALL BE SCARIFIED TO A DEPTH OF 8 INCHES, MOISTURE CONDITIONED TO AT LEAST 2 PERCENT ABOVE OPTIMUM MOISTURE AND COMPACTED TO AT LEAST 95 PERCENT RELATIVE COMPACTION PER ASTM D 1557.
- FILL MATERIALS SHALL BE SELECT GRANULAR NON-EXPANSIVE CRUSHED BASAL, MILL CHADED FROM COARSE TO FINE WITH PARTICLES NU SUSSITIVAN 3 MCHES MAXIMUM DIMENSION. FILL SHALL CONTRIV. 10 TO PERCENT PASSING 200 MESH. SIEVE BY WEIGHT. FILL MATERIAL SHALL HAVE OBR OF 20 OR HIGHER AND SWELL LESS THAN 1 PERCENT PER ASTM D 1883.
- THE SELECT GRANULAR FILL SHALL BE MOISTURE—CONDITIONED ABOVE OPTIMUM PLACED IN LEVEL LIFTS NOT EXCEEDING 8 INCHES LOOSE AND COMPACTED TO A MINIMUM OF 95 PERCENT OF MAXIMUM DRY DENSITY WITH SHEEPSFOOT ROLLERS, VIBRATORY ROLLERS, OR OTHER TYPES OF ACCEPTABLE COMPACTION EQUIPMENT.
- FOUNDATION EXCAVATIONS SHALL BE RECOMPACTED TO 95% RELATIVE COMPACTION. SOFT OR LOOSE MATERIALS SHALL BE OVER EXCAVATED TO FIRM SOILS BELOW AND SELECT GRANULAR MATERIALS SHALL BE BACK FILLED TO 95% RELATIVE COMPACTION.

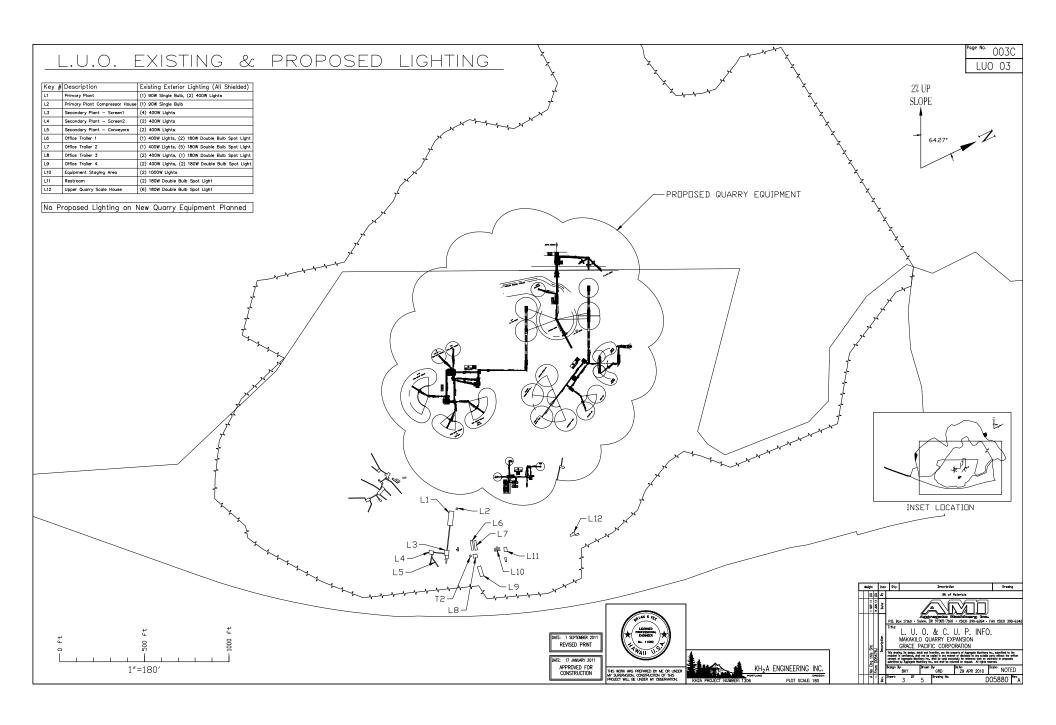


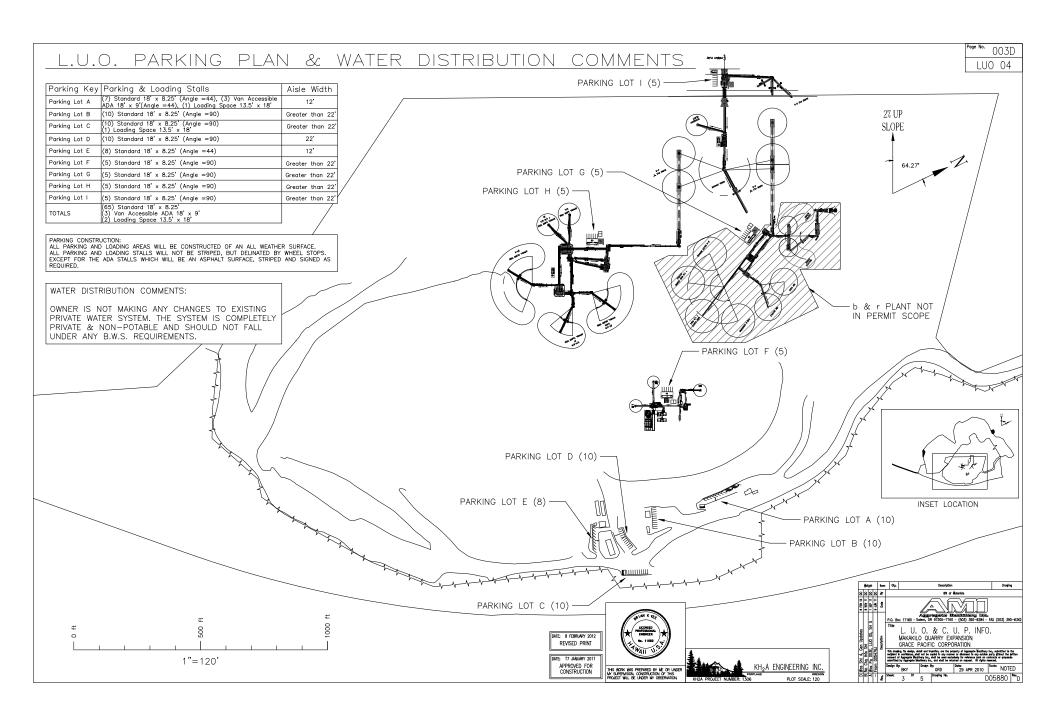


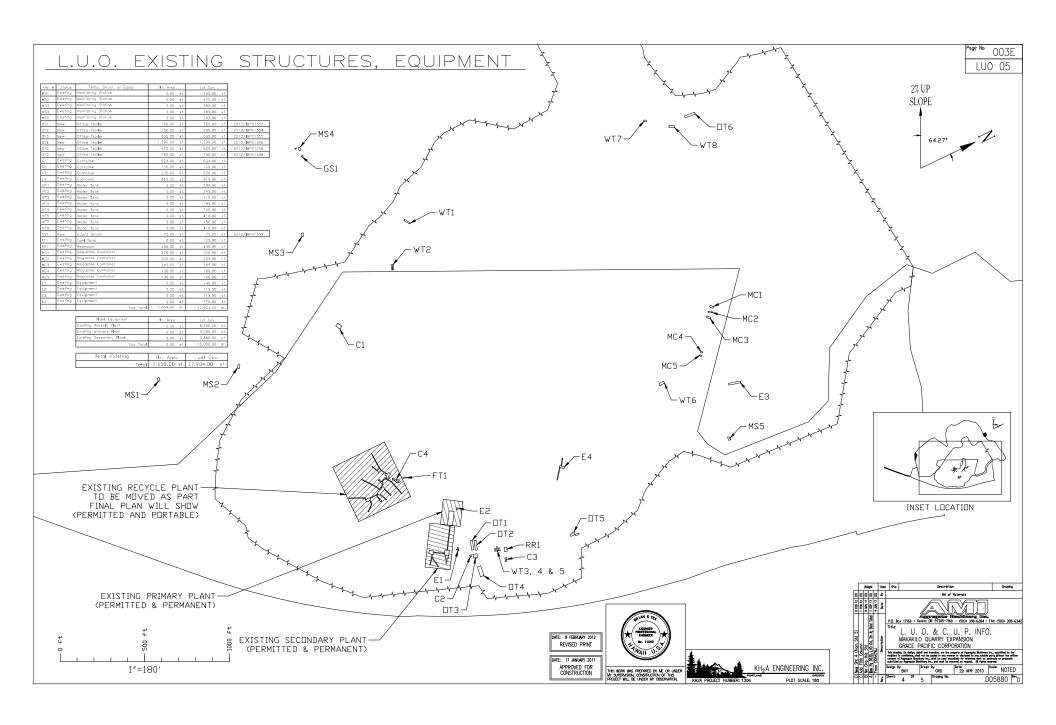
MTE: 10 JUNE 2011 REVISED PRINT DATE: 04 FERRUARY 20: APPROVED FOR CONSTRUCTION LICENSED PROFESSIONAL ENGINEER

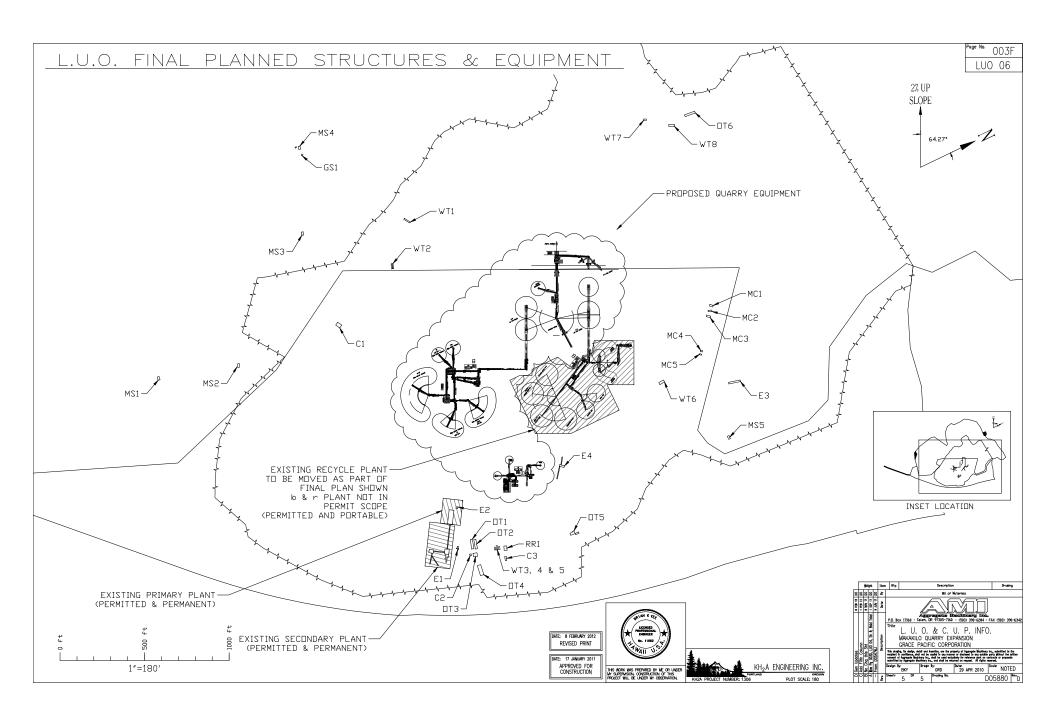


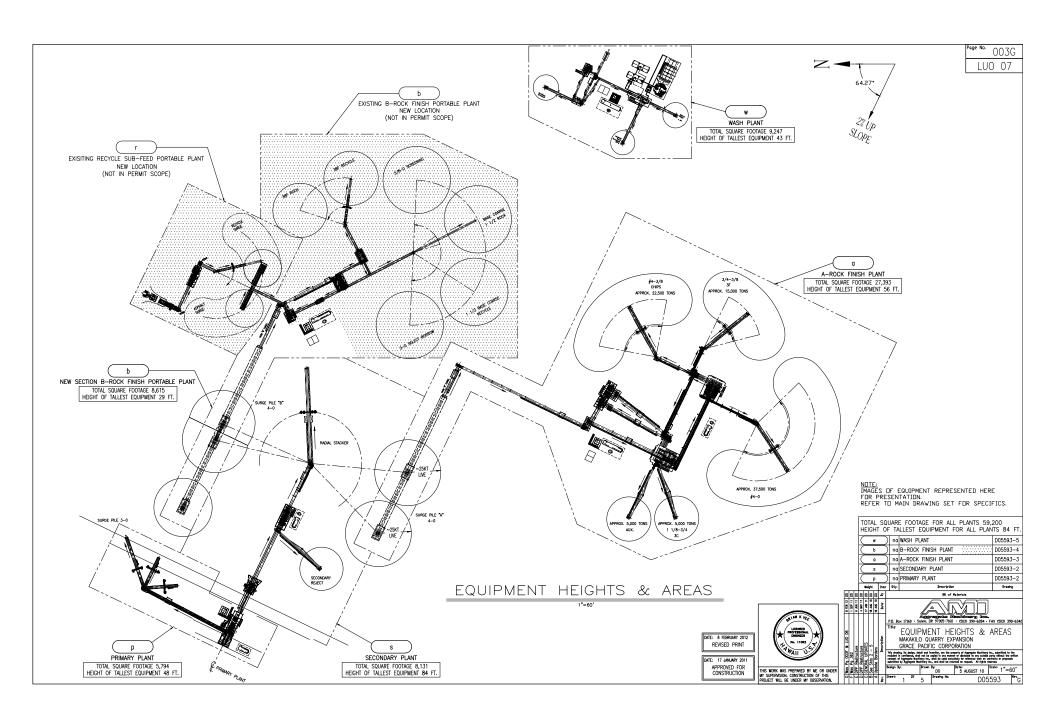


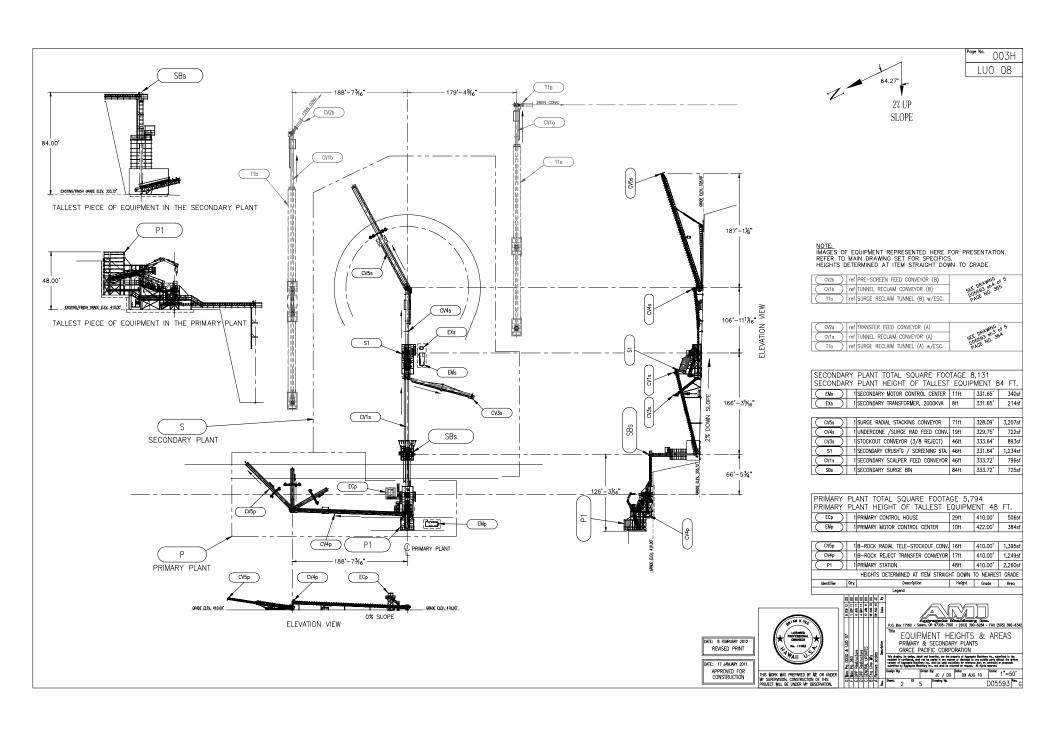


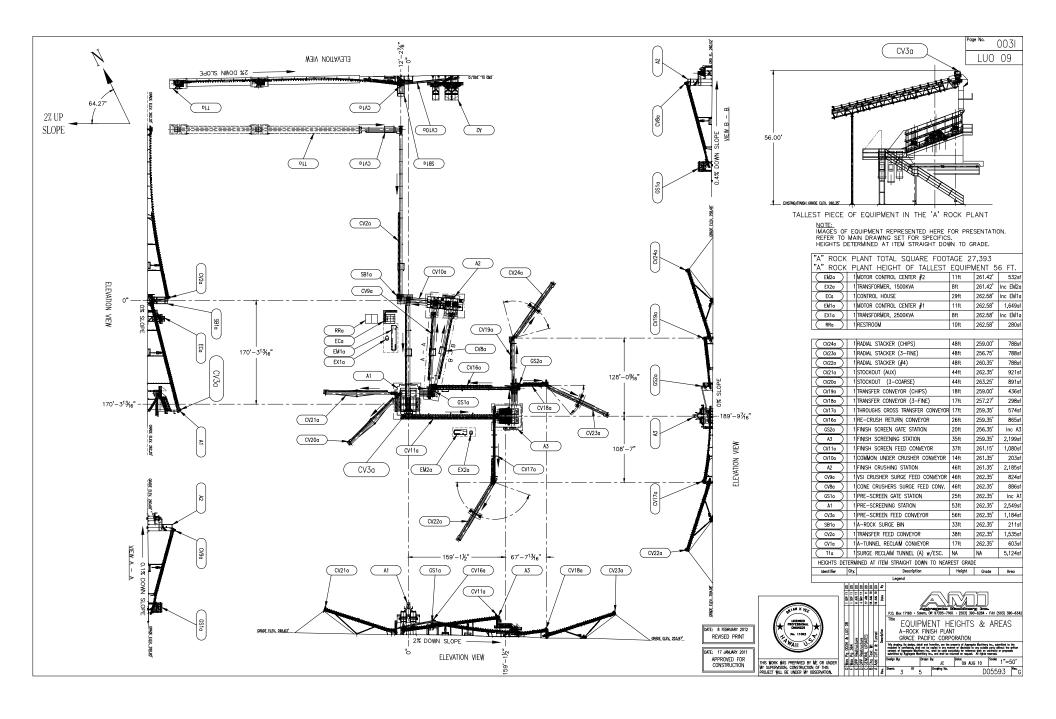


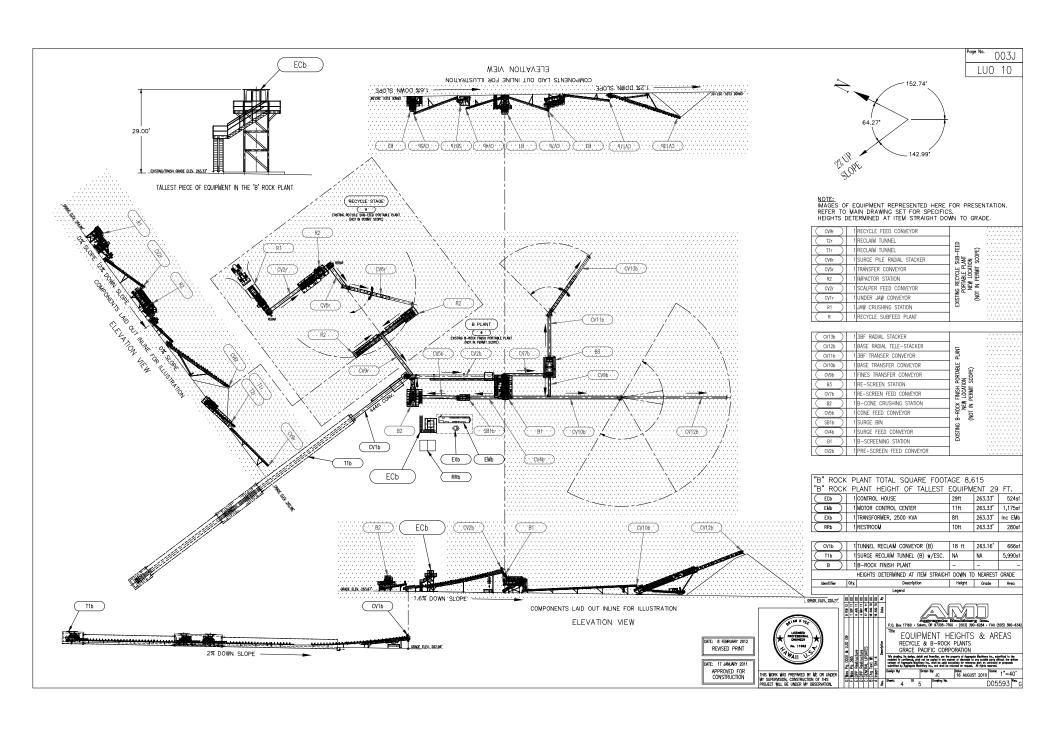


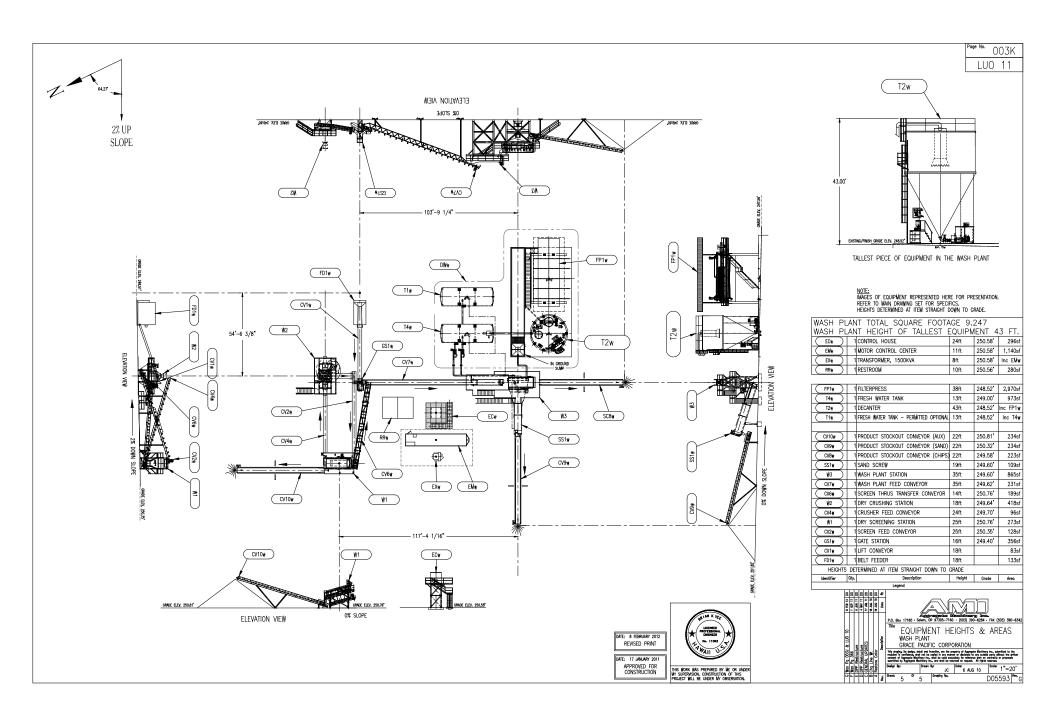


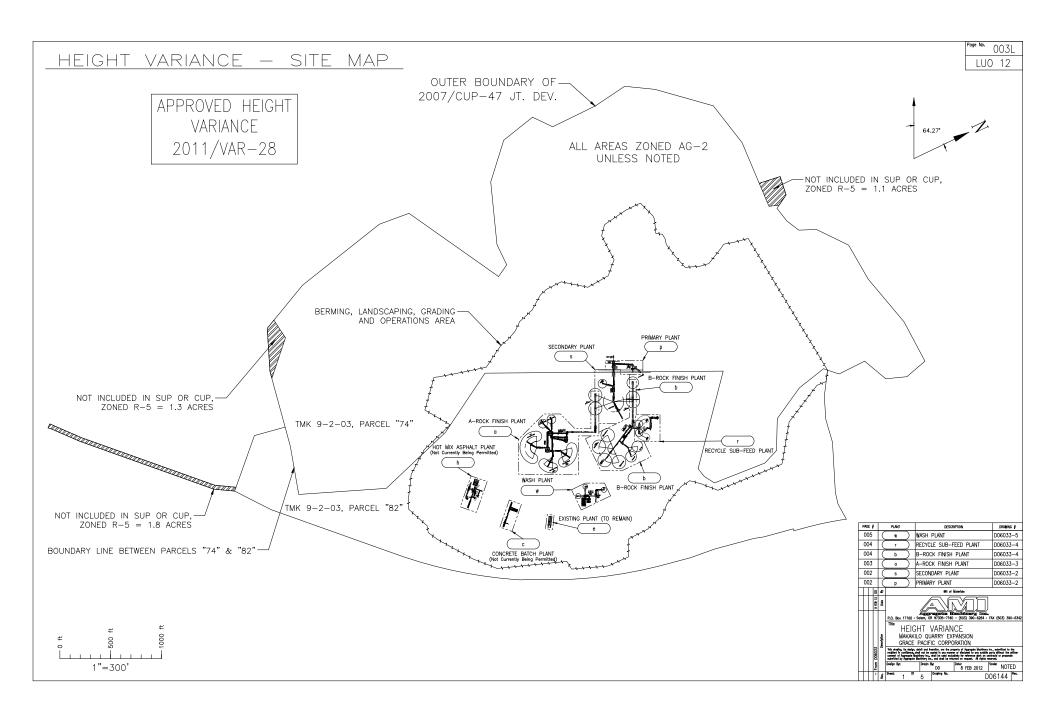


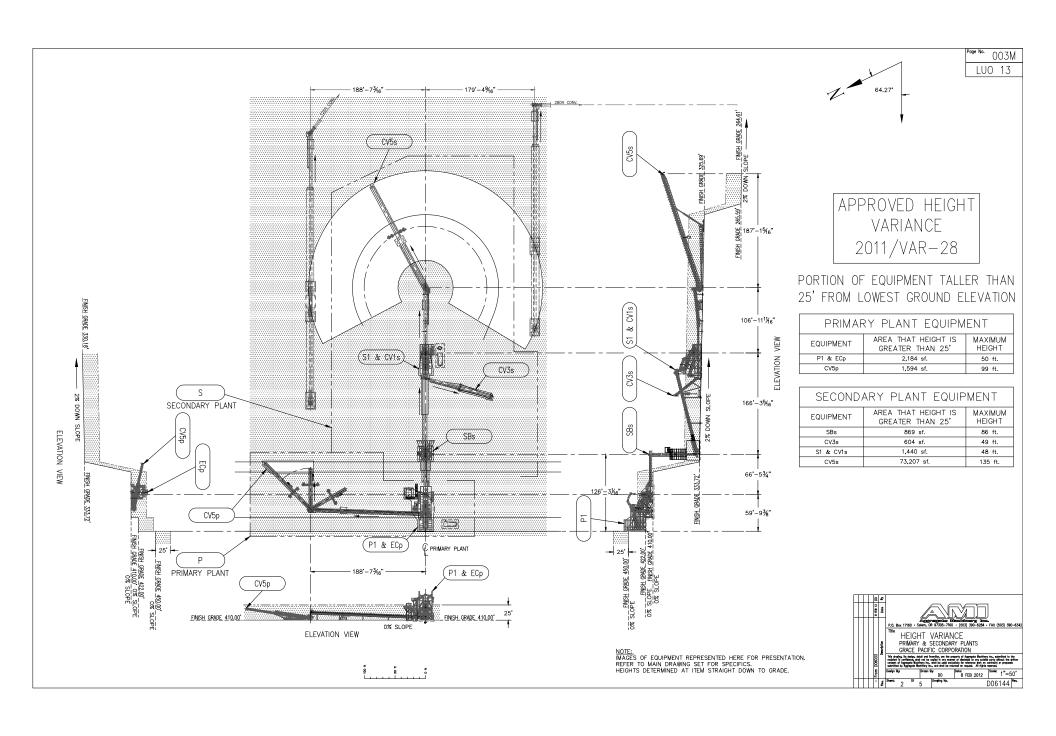


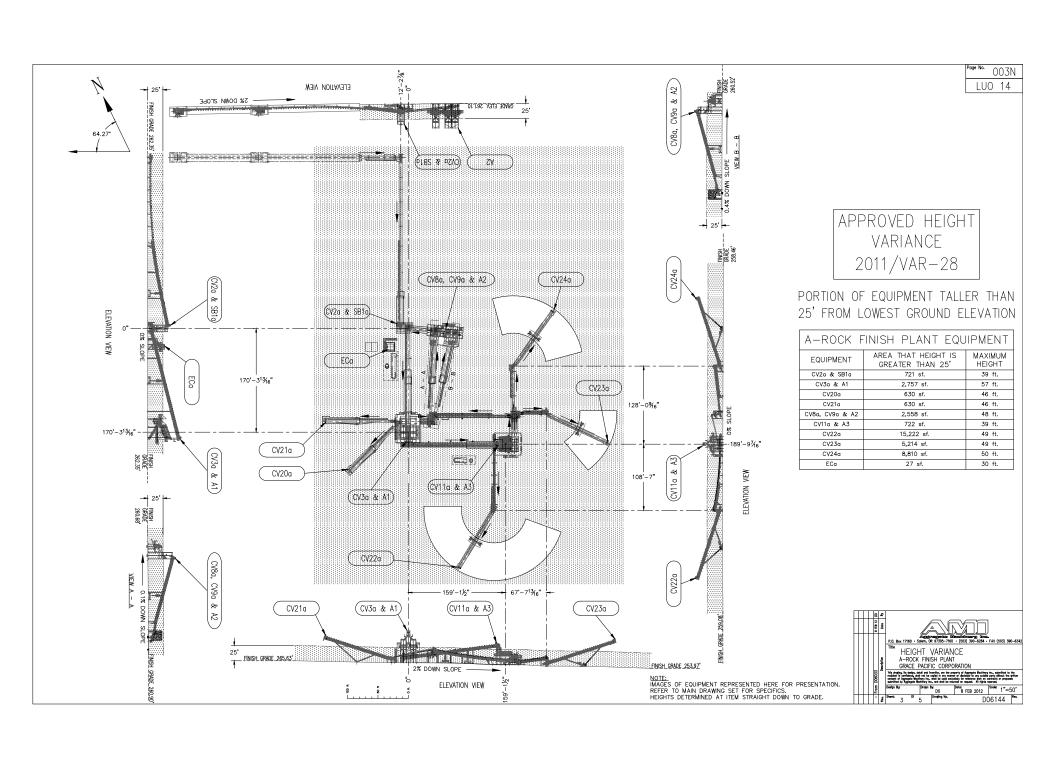


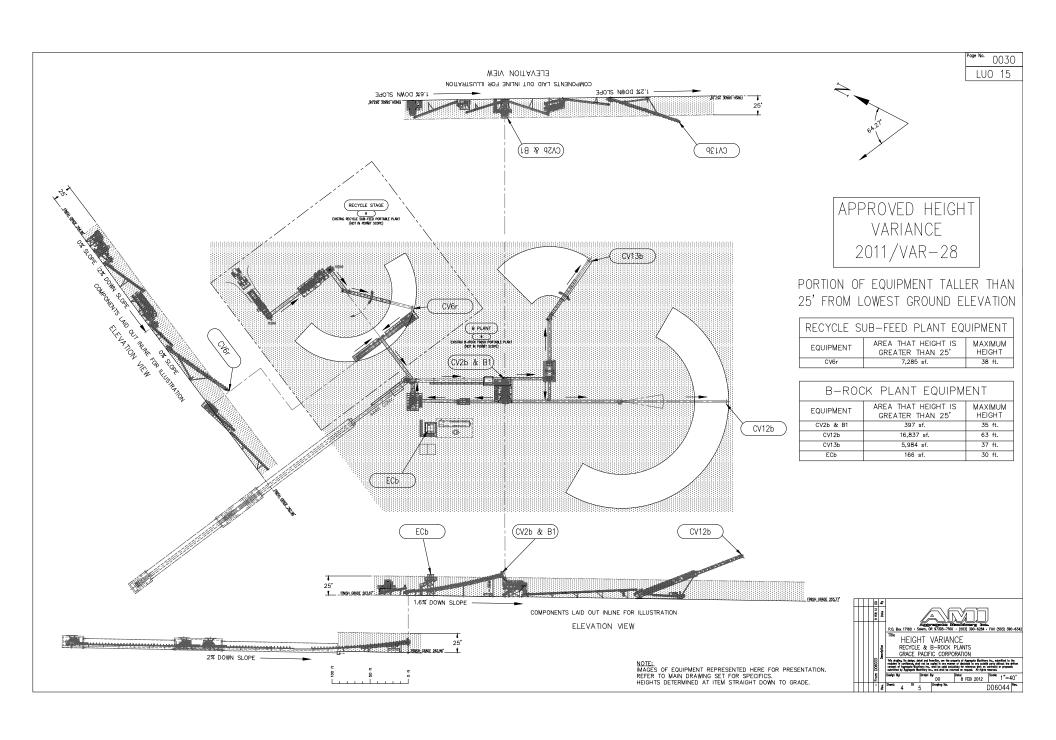


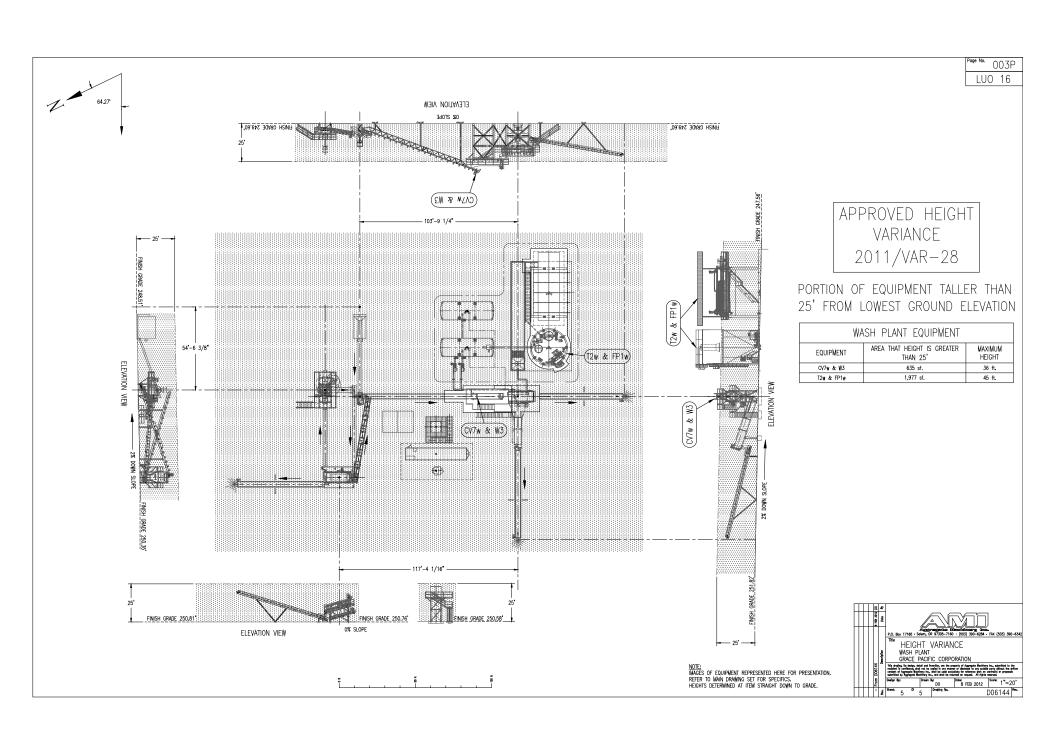


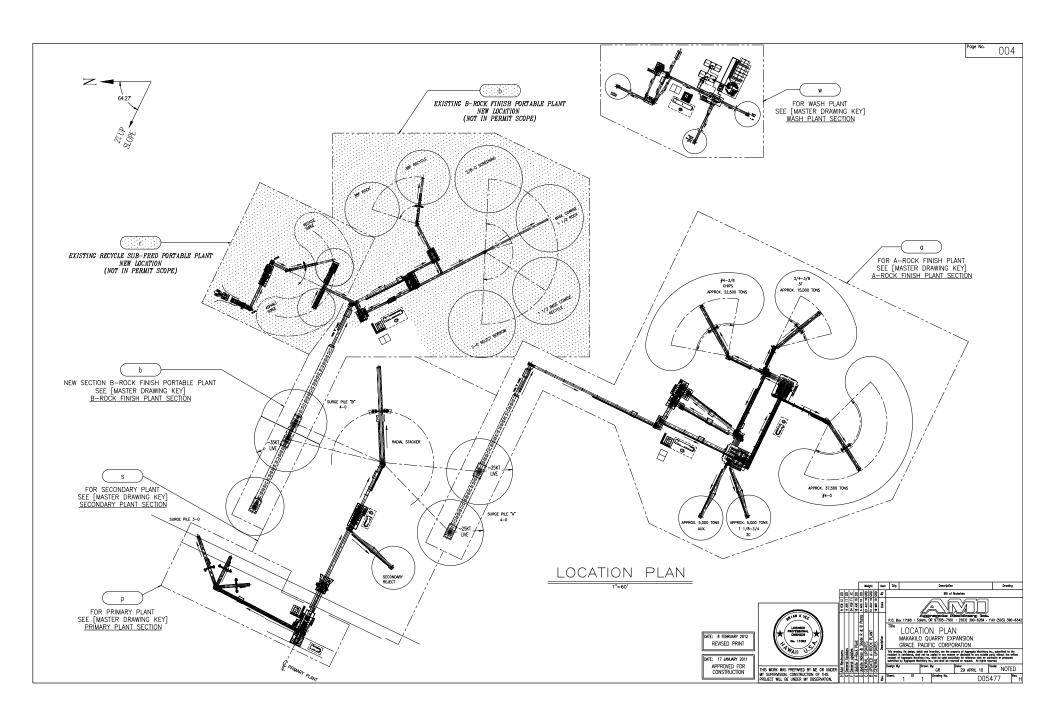












D05537 SHT. 1 OF 1

D05538 SHT. 1 OF 1

D05539 SHT. 1 OF 1

D05540 SHT. 1 OF 1

D05541 SHT. 1 OF 1

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D05461 SHT. 3 OF 4 D05461 SHT. 4 OF 4 D05495 SHT. 1 OF 10 D05495 SHT. 2 OF 10 D05495 SHT. 3 OF 10 D05495 SHT. 4 OF 10 D05495 SHT. 5 OF 10 D05495 SHT. 6 OF 10

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MASTER DRAWING KEY

MAKAKILO QUARRY EXPANSION

GRACE PACIFIC CORPORATION

D05519 SHT, 15 OF 22

D05519 SHT, 16 OF 22

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#### GENERAL

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004 LOCATION PLAN	D05477 SHT. 1 OF 1	
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006 MASTER DRAWING	KEY	
007 MASTER DRAWING	KEY	
008 MASTER DRAWING	INDEX	
009 MASTER DRAWING	INDEX	
010 MASTER DRAWING	INDEX 0.05738 SHT 3 OF 3	

## PRIMARY PLANT

#### 012 MAJOR CONVEYORS

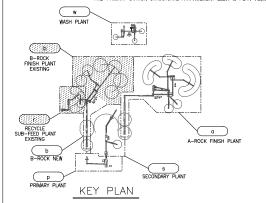
013 (CV4p)	STRUCTURAL	ARRANGEMENT	,	,	٠	٠	,	,	,	,	,		 D05524	SHT,	1	0F	1
014 (CV4p)	FOUNDATION	ARRANGEMENT											D05519	SHT.	1	0F	22
015 (CV5p)	STRUCTURAL	ARRANGEMENT											 D05525	SHT.	1	0F	1
016 (CV5n)	FOUNDATION	ARRANGEMENT											D05519	SHT	2	OF	22

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018 GENERAL ARRANGEMENT-ELEVATION	SHT, 1 OF 6
019 GENERAL ARRANGEMENT-ELEVATION	SHT. 2 OF 6
020 GENERAL ARRANGEMENT-ELEVATION	SHT. 3 OF 6
021 GENERAL ARRANGEMENT-ELEVATION	SHT. 4 OF 6
022 GENERAL ARRANGEMENT-PLAN VIEWS	
023 GENERAL ARRANGEMENT-PLAN VIEWS	
024 STRUCTURAL-SUPPORT STEEL FRAMING PLANS	
025 STRUCTURAL-SUPPORT STEEL PLAN AND SECTIONS	
026 STRUCTURAL-SUPPORT STEEL FRAMING SECTIONS D05478	SHT. 3 OF 10
027 STRUCTURAL-SUPPORT STEEL FRAMING SECTIONS D05478	
028 STRUCTURAL-SUPPORT STEEL FRAMING SECTIONS	
029 STRUCTURAL-SUPPORT STEEL FRAMING DETAILS	
030 STRUCTURAL-SUPPORT STEEL FRAMING DETAILS	SHT. 7 OF 10
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032 STRUCTURAL-SUPPORT STEEL FRAMING DETAILS	
033 STRUCTURAL-SUPPORT STEEL FRAMING DETAILS	
034 FOUNDATIONS—PLAN	
035 FOUNDATIONS—SECTIONS	
036 FOUNDATIONS—DETAILS	
037 PIPING - ROCK BREAKER HYDRAULIC SYSTEM	

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# FR DRAWING KF

### NUMBER

OPERATORS CAB

(ECp) SEE ELECTRICAL SECTION [PAGE NUMBER 265-269] OPERATOR'S CAB w/STAND & STAIRS AND PRIMARY PLANT CONTROL FOUNDATIONS

## SECONDARY PLANT

#### MAJOR CONVEYORS

040	(CV1s)	STRUCTURAL	ARRANGEMENT			 			. D05526	SHT.	1	0F	1
			ARRANGEMENT										
			ARRANGEMENT										
			ARRANGEMENT										
			ARRANGEMENT										
			ARRANGEMENT										
046	CV5s	STRUCTURAL	ARRANGEMENT			 			. D05529	SHT.	1	0F	1
047	CV5s	FOUNDATION	ARRANGEMENT					 ,	 D05519	SHT.	6	0F	22

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	GENERAL ARRANGEMENT-SECTIONS				
	STRUCTURAL-SUPPORT STEEL FRAMING				
	STRUCTURAL-SUPPORT STEEL FRAMING SECTIONS AND DETAILS . DO5479				
053	STRUCTURAL-SUPPORT STEEL FRAMING SECTIONS D05479	SHT.	3	0F	6
054	STRUCTURAL-SUPPORT STEEL FRAMING DETAILS	SHT.	4	0F	6
055	STRUCTURAL-SUPPORT STEEL FRAMING DETAILS	SHT.	5	0F	6
	STRUCTURAL-SUPPORT STEEL FRAMING DETAILS				
057	FOUNDATIONS-PLANS AND SECTIONS	SHT.	1	0F	2
058	FOUNDATIONS—DETAILS	SHT.	2	0F	2

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		GENERAL ARRANGEMENT-PLAN AND ELEVATION D05460 SHT. 2 OF	
		GENERAL ARRANGEMENT-PLANS	
		STRUCTURAL-SUPPORT STEEL FRAMING PLAN AND SECTIONS D05480 SHT. 1 OF	
		STRUCTURAL-SUPPORT STEEL FRAMING SECTIONS AND DETAILS . D05480 SHT. 2 OF	
		STRUCTURAL-SUPPORT STEEL FRAMING DETAILS D05480 SHT. 3 OF	
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		FOUNDATIONS-PLANS, SECTIONS AND DETAILS D05494 SHT. 1 OF	
		FOUNDATIONS-DETAILS	
		PIPING-GATE STATION HYDRAULICS	1
(	171	PIPING_COME CRUSHER HYDRAULICS DOSSES SHT 1 OF	1

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# A-ROCK FINISH PLANT

#### 073 MAJOR CONVEYORS

074 (CV1a	) STRUCTURAL	ARRANGEMENT			 				D05530	SHT.	1 0	)F	1
		ARRANGEMENT											
		ARRANGEMENT											
		ARRANGEMENT											
		ARRANGEMENT											
079 (CV3a	) FOUNDATION	ARRANGEMENT			 		 		D05519	SHT.	10	0F	22
080 (CV8a	) STRUCTURAL	ARRANGEMENT							D05533	SHT.	1 (	F	1
081 (CV8a)	) FOUNDATION	ARRANGEMENT			 		 		D05519	SHT.	11	0F	22
082 (CV9a	) STRUCTURAL	ARRANGEMENT							D05534	SHT.	1 0	)F	1
		ARRANGEMENT											
		L ARRANGEMEN											
085 (CV11c	FOUNDATION	N ARRANGEMEN	Τ,	, ,		,			D05519	SHT.	13	0F	22

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115 FOUNDATION ARRANGEMENT—SECTION 116 FOUNDATION ARRANGEMENT—SECTIONS

SB1a-A-ROCK SURGE BIN

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109 FOUNDATION ARRANGEMENT-PLAN AND ELEVATION

112 FOUNDATION ARRANGEMENT-SECTION

114 FOUNDATION ARRANGEMENT-SECTION

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146 GENERAL ARRANGEMENT-SIDE VIEW
147 GENERAL ARRANGEMENT-PLAN
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165	FOUNDATION-PLAN, SECTIONS AND DETAILS , , D05500 SHT. 1 OF 1

#### GS2a-GATE STATION #2

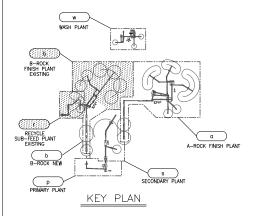
167	GENERAL ARRANGEMENT	D05473	SHT.	1	0F	1
	STRUCTURAL-SUPPORT STEEL FRAMING PLAN AND SECTIONS					
169	FOUNDATION-PLAN, SECTION AND DETAIL ,	D05501	SHT.	1	0F	1
170	PIPING - HYDRAULIC CONTROLS . ,	D05588	SHT.	1	0F	1

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OPERATORS CAB

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ECa SEE <u>ELECTRICAL SECTION</u> [PAGE NUMBER 282–286] OPERATOR'S CAB w/STAND & STAIRS
AND A-ROCK PLANT CONTROL FOUNDATIONS



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## PAGE NUMBER



# RECYCLE SUB-FEED PLANT-EXISTS

RELOCATED PORTABLE PLANT (NOT IN PERMIT SCOPE)
EXCEPT ELECTRICAL MCC AND CONTROL CAB

# B-ROCK FINISH PLANT-NEW

#### 173 MAJOR CONVEYOR

174 CV1b STRUCTURAL	ARRANGEMENT								D05545	SHT.	1	0F	1	
175 (CV1b) FOUNDATION	ARRANGEMENT								D05519	SHT	8	OF	22	

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178	GENERAL AR	RANGEMENT-R	ECLAIM 1	TUNNEL	В	 	 D05467	SHT.	2	0F	4
179	MULTI-PLATE	ARRANGEMEN	T-RECLA	NM TUN	NEL B	 	 D05467	SHT.	3	0F	4
		ARRANGEMEN									
181	FOUNDATION	ARRANGEMENT	-PLAN A	and el	EVATION	 	 D05503	SHT.	1	0F	10
		ARRANGEMENT									
		ARRANGEMENT									
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		ARRANGEMENT									
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		ARRANGEMENT									
		ADDANCEMENT									

#### OPERATORS CAB

(ECb) SEE ELECTRICAL SECTION [296-300] OPERATOR'S CAB w/STAND & STAIRS AND PLANT CONTROL FOUNDATIONS



## B-ROCK FINISH PLANT-EXISTS

RELOCATED PORTABLE PLANT (NOT IN PERMIT SCOPE) EXCEPT ELECTRICAL MCC AND CONTROL CAR

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## WASH PLANT

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195	CV1w FD1w STRUCTURAL ARRANGEMENT	D05547	SHT. 1	0F 1
196	CV2w GENERAL ARRANGEMENT	. D05567	SHT. 1	0F 2
197	CV2w GENERAL ARRANGEMENT	. D05567	SHT. 2	0F 2
198	CV2w STRUCTURAL ARRANGEMENT	. D05549	SHT. 1	0F 1
199	CV2w FOUNDATION ARRANGEMENT	. D05564	SHT. 2	OF 23
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201	CV4w GENERAL ARRANGEMENT	. D05569	SHT. 2	0F 2
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W3-WASHPLANT STATION

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#### MINOR CONVEYORS

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(ECW) SEE <u>ELECTRICAL SECTION</u> [PAGE NUMBER 306-310] OPERATOR'S CAB
W/STAND & STAIRS AND WASH PLANT CONTROL FOUNDATIONS

### ELECTRICAL

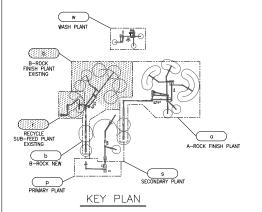
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### NUMBER

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375	MAJOR CONVEYORS CONSTRUCTION DETAILS	SHT.	2	0F	2

#### INDIVIDUAL WASTEWATER SYSTEM &

#### MANUFACTURED DOUBLE FLUSH TOILET BUILDINGS

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CZ-12 WALL PANEL W4
CZ-13 ROOF SLAB R1R
CZ-15 FLOOR SLAB F1

CZ-16 RIGGING DETAIL

CZ-16 RIGGING DEIAIL
CZ-17 FIELD STUB UP LOCATIONS
CZ-18 PLUMBING PLAN, DIAGRAMS & SCHEDULES
CZ-19 ELECTRICAL PLAN, DETAILS & SCHEDULES
CZ-20 ELECTRICAL PANEL ASSEMBLY DETAIL
CZ-21 B.O.M.



#eight item Oty. | No Chap Bis Swell | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 100 | 10 D. Box 17160 · Solem, OR 97305-7160 · (503) 390-6284 · FAX (503) 390-63 MASTER DRAWING KEY MAKAKILO QUARRY EXPANSION GRACE PACIFIC CORPORATION This draying its design deal and investion, one the property of Agrayable Machinery hice, submitted to the recibior to confidence, and red the copies in ony nature or decisions in ony nature or packed party pithos the arthress submitted by Agrayable Machinery in cut will be in terrane or required. Property Machinery in cut will be instructed or required. Property Machinery in cut will be instructed or required. Property Machinery in cut will be instructed or required. South Drewn By: Do Dobe: 4 AUGUST 2010 Sooks NONE

Bill of Motorials

KH2A ENGINEERING INC

REVISED PRINT DATE: 17 JANUARY 2011

APPROVED FOR CONSTRUCTION

# ANNUAL COMPLIANCE REPORT

# Makakilo Quarry, Hawaii

2012

# **APPENDIX C:**

LETTER FROM DPP TO GRACE PACIFIC DATED NOVEMBER 11, 2011 REGARDING DISCOVERY OF UNEXPLODED ORDNANCE (UXO)

HONOLULU FIRE DEPARTMENT MAP OF LOCATION OF UXO

# DEPARTMENT OF PLANNING AND PERMITTING CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: <u>www.honolulu.gov</u>
• CITY WEB SITE: <u>www.honolulu.gov</u>

PETER B. CARLISLE MAYOR



DAVID K. TANOUE

JIRO A. SUMADA DEPUTY DIRECTOR

November 10, 2011

Grace Pacific Corporation Corporate Office 949 Kamokila Boulevard, Suite 100 Kapolei, Hawaii 96707

Subject: Makakilo Fire - Discovery of Munitions

Gentlemen:

During the recent brush fire event which occurred on November 8, 2011, the Honolulu Fire Department discovered old military munitions in the area of the fire. Our GIS mapping indicates that the location of the munitions was likely on your property. This letter is to inform you of the discovery and your responsibility as the owner to take any action you deem appropriate.

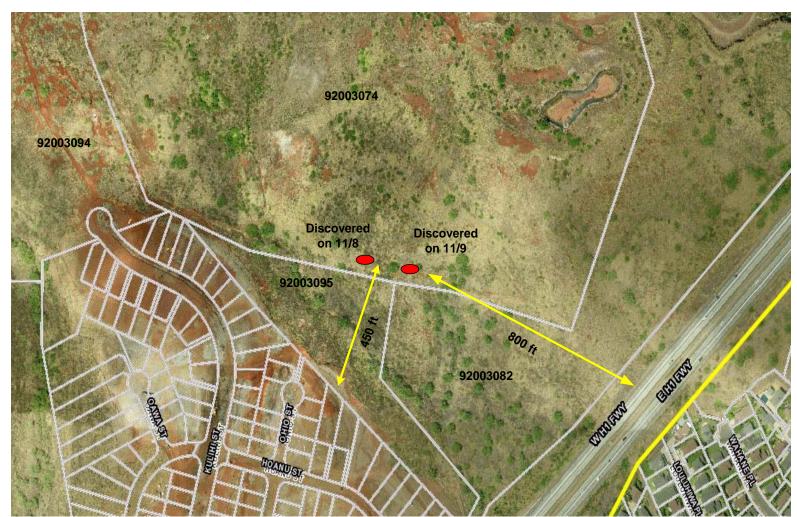
Should you have any questions, please contact the Honolulu Fire Department, Chief Kenneth Silva, at 723-7101.

Very truly yours,

David K. Tanoue, Director

Department of Planning and Permitting

cc: Melvin N. Kaku, DEM Chief Kenneth G. Silva, HFD Louise Kim McCoy, MAY



# TMK OWNERSHIP:

92003074 GRACE PACIFIC CORP. 92003082 GRACE PACIFIC CORP

92003094 D.R. HORTON SCHULER HOMES LLC 92003095 D.R. HORTON SCHULER HOMES LLC

ALL DISTANCES WERE CALCULATED UTLIZING MEASURING TOOL FROM HOSES PROGRAM AND ARE APPROXMATED DISTANCES

## Makakilo Quarry, Hawaii

2012

### APPENDIX D:

LETTER FROM DPP TO BELT COLLINS DATED DECEMBER 27, 2011
REGARDING LOWER QUARRY LANDSCAPE PLAN

#### DEPARTMENT OF PLANNING AND PERMITTING

#### CITY AND COUNTY OF HONOLULU

RECEIVED

2011 DEC 28 PM 1: 09

BELT COLLINS HAWAII

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
TELEPHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluludpp.org • CITY WEB SITE: www.honolulu.gov



DAVID K. TANOUE

JIRO A. SUMADA DEPUTY DIRECTOR

2011/ELOG-2143(ry)

December 27, 2011

Mr. Glen T. Koyama, Project Manager Belt Collins Hawaii, Ltd. 2153 North King Street, Suite 200 Honolulu, Hawaii 96819-4554

Dear Mr. Koyama:

Subject:

Lower Makakilo Quarry Landscape Plan

File No. 2007/SUP-6 (Land Use Commission Docket No. SP73-147

Grace Pacific Corporation)

Tax Map Keys: 9-1-016: 004 and 007, and Portion of H-1 Interstate Highway

We have reviewed the landscape plan for the lower quarry site submitted on June 13, 2011 and have the following comment:

As the overall landscape plan, Exhibit 3 must clearly show the location and area of new planting and landscape materials. It should also indicate locations of landscape buffers and berms. The addition of clusters of native trees along portions of the sloped areas would mitigate the barren appearance of the proposed groundcover. We suggest drought tolerant native trees observed within the surrounding area. Other examples of drought tolerant native Hawaiian plants can be found at the University of Hawaii College of Tropical Agriculture and Human Resources' webpage as follows:

http://www.ctahr.hawaii.edu/rnre/native\_plants\_water\_conservation.asp#shrubs

We understand you propose to retain the existing office and related infrastructure, utility and communication lines to support the upper quarry operations, and the existing electrical substation onsite. In addition, you propose the construction of a new driveway to the existing office. Although these uses and structures support upper quarry operations and security needs of the lower quarry site, the Land Use Commission's (LUC) Decision and Order does not provide for their continuation beyond December 31, 2012, or new construction. Unless you can produce records indicating that the LUC permitted the retention of these uses and new construction on the lower quarry, they must be removed. In the alternative, you may request an amendment to the requirements of the LUC decision. Any request to amend the LUC decision must begin at the Planning Commission and is processed as a new SUP application.

Mr. Glen T. Koyama, Project Manager Belt Collins Hawaii, Ltd. December 27, 2011 Page 2

You indicate that Grace Pacific is undergoing a voluntary response program in coordination with the State Department of Health's, Hazard Evaluation and Emergency Response Office, and that affected portions of the site would be released for landscaping upon completion of response efforts. We wish to be kept apprised of on-site remediation efforts and related schedules as it may impact on the LUC's landscaping requirements. Please note that in accordance with the LUC's Decision and Order, landscaping of the lower quarry must be completed by November 6, 2014.

We note that a portion of the interstate highway right-of-way and a portion of the U. S. Navy property to the east were used for lower quarry operations. We suggest that these two areas also be renaturalized after removal of any improvements.

Please submit a revised landscape plan, prepared by a licensed landscape architect, addressing the above comments for review. If you have any questions, please contact Raymond Young of our staff at 768-8049.

Very truly yours,

David K. Tanoue, Director

Department of Planning and Permitting

DKT:js 879541

cc: Land Use Commission
Grace Pacific Corporation
United States Department of the Navy
Department of Transportation
Department of Health, HEER Branch

## Makakilo Quarry, Hawaii

2012

#### APPENDIX E:

LETTER FROM BELT COLLINS TO DPP DATED JANUARY 10, 2012
REGARDING LOWER QUARRY LANDSCAPE PLAN



January 10, 2012 2009.33.0700 / 12L-001

Mr. David K. Tanoue, Director Department of Planning & Permitting City and County of Honolulu 650 South King Street, 7th Floor Honolulu, HI 96813

Dear Mr. Tanoue:

Lower Makakilo Quarry Landscape Plan Response to Letter 2011/ELOG-2143(ry) File No. 2007/SUP-6 (LUC Docket No. SP73-147)

On behalf of Grace Pacific Corporation, we have reviewed your response letter dated December 27, 2011, and have the following comments specific to the landscape plan.

The document we submitted on June 13, 2011 as the Landscape Plan must be looked at in its entirety and not as solely being depicted by Exhibit 3. The entire document is the plan with respect to renaturalizing the lower quarry. The June 13, 2011 document is not intended to be a construction document, but rather a "landscape plan," meeting Grace Pacific's Condition 4 of Special Use Permit (Docket No. SP73-147).

However, to address your specific comment that "Exhibit 3 must clearly show the location and area of the new planting and landscape materials," the plan does clearly show the limit of the renaturalized grassing. The limit is indicated as a dashed line on the plan and is noted as "Renaturalized Grass Mix (To Limits of Grading)".

Your comment goes on further to say the "The addition of clusters of native trees along portions of the sloped area would mitigate the barren appearance of the proposed groundcover". We have intentionally not shown additional plants or trees within the limits as it is not the intent of Grace Pacific to renaturalize that area.

Grace Pacific has stated in the Primary Objectives of the Landscape Plan - Visual\_Screening, "that for the period of time that the Property has an industrial appearance, being the active quarry processing and the subsequent removal of plant and equipment, visual screening will be an important element of the Plan. As noted above, as the requirement for screening declines, the nature of the landscaping will also de-emphasize visual screening".

Grace Pacific has indicated that the renaturalization will be in the form of re-establishing a pasture-like grass mix and not an ornamental-type landscape. Once established, the grass mix will be able to survive on seasonal rainfall alone. This is the reason why no other plants/trees were shown within the renaturalized limits, while they may already occur outside of our grading/grassing limits.

Mr. David K. Tanoue January 10, 2012 - 12L-001 Page 2

Further, Grace Pacific is concerned about creating a brush fire biomass hazard if additional trees are planted within the site. Grace Pacific has ongoing discussions with representatives of the Honolulu Fire Department about this specific issue at the upper quarry.

Your comment also says the plan "should indicate locations of landscape buffers and berms." Exhibits 4, 5, 6, 9 and 10 do indicate that. The berms and landscape buffers already exist. Exhibits 11 and 12 show the site as from the H-1 Freeway and what the quarry will look like once renaturalized.

I trust that after you have reviewed our submittal again you will see that the entire document, which was prepared under my supervision, shows a complete plan for the landscape renaturalization of the lower quarry, "returned to landscaped open space" as Grace Pacific is required to do. The submittal was not intended to be a construction document therefore we did not provide details or specifics on the means/methods of construction.

Should you like to discuss the matter further, please contact me directly at 521-5361.

Kind regards,

BELT COLLINS HAWAII LTD.

Aaron A. Akau, ASLA CLARB

Vice President, Director of Landscape Architecture

AAA:ajk

## Makakilo Quarry, Hawaii

2012

#### APPENDIX F:

LETTER FROM GRACE PACIFIC TO DPP DATED FEBRUARY 1, 2012
REGARDING DESIGNATION OF KUSAO & KURAHASHI



Administrative Office (808) 674-8383
Paving Office (808) 845-3991
Quarry Office (808) 672-3545

(808) 674-8383 fax (808) 674-1040 (808) 845-3991 fax (808) 842-3206 (808) 672-3545 fax (808) 672-3998



February 1, 2012

Mr. David K. Tanoue, Director Department of Planning and Permitting City and County of Honolulu 650 South King Street, 7<sup>th</sup> Floor Honolulu, Hawaii, 96813

Dear Mr. Tanoue,

This letter is to notify you that Grace Pacific Corporation is designating Keith Kurahashi of Kusao & Kurahashi, to be Grace's point of contact for all communications with your department regarding the Makakilo Quarry use permits, Special Use Permit SP73-147 and Conditional Use Permit No. 2007/CUP-91.

Belt Collins had previously performed this function, and will continue to assist Grace Pacific and Mr. Kurahashi in preparing the necessary reports and exhibits required by the use permits.

I can be reached at 674-5201 office or 216-6787 cell, if there are any questions.

Sincerely,

Robert M. Creps

Senior Vice President

Grace Pacific Corporation

some my

## Makakilo Quarry, Hawaii

2012

#### APPENDIX G:

LETTER FROM DPP TO BELT COLLINS DATED FEBRUARY 2, 2012 REGARDING 2011 ANNUAL COMPLIANCE REPORT

#### DEPARTMENT OF PLANNING AND PERMITTING .

#### CITY AND COUNTY OF HONOLULURECEIVED

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041

DEPT, WEB SITE: www.honoluludpp.org • CITY WEB SITE: www.honolulu.92012 FEB -3 PM 2: 40

PETER B. CARLISLE MAYOR



BELT COLLINS HAWAII
DAVID K. TANOUE
DIRECTOR

JIRO A. SUMADA DEPUTY DIRECTOR

2011/ELOG-2582(ry) 2007/SUP-6 2007/CUP-91

February 2, 2012

Mr. Glen Koyama, Project Manager Belt Collins Hawaii, Ltd. 2153 North King Street, Suite 200 Honolulu, Hawaii 96819-4554

Dear Mr. Koyama:

Subject:

Third Annual Report and Lower Quarry Landscape Plan (Dated May 31, 2011)

Land Use Commission Docket No. SP73-147 Grace Pacific Corporation

Makakilo Quarry (Special Use Permit No. 2007/SUP-6)

Conditional Use Permit No. 2007/CUP-91

Tax Map Keys: 9-1-016: 004, 9-2-002: 006, 9-2-083: 074 and 082

Thank you for submitting your Third Annual Report dated November 7, 2011, for the above Special Use and Conditional Use Permits. We also acknowledge receipt of additional materials submitted in your December 16, 2011 transmittal, which also notes the continuation of the 2009 Dust Control Management Plan. We provide the following responses:

Special Use Permit (SUP) Conditions:

1. Regarding Condition No. 2 which requires the submittal of a Renaturalization Plan (RP) to the Director of the Department of Planning and Permitting for review and approval, we met with representatives of Grace Pacific Corporation and its agent on May 31, 2011. The RP presented at this meeting consisted primarily of large-scale broadcasting of seeds to initiate groundcover in the buffer area. There was discussion on possibly targeting certain areas that are currently bare of vegetation based on the latest aerial imagery as an option to mass irrigation and landscaping of the buffer area. No irrigation system was planned as the agent indicated that installing an irrigation system would do more damage to the existing ground cover. As this approach is contingent of natural rainfall, we feel this approach should be given an initial trial period of two years beginning January 2012 and by December 31, 2013 we will assess the 2013 aerial imagery of the RP's level of success. Should the aerial imagery clearly show that this approach appears unsuccessful, your approach may need to be revised and possibly include supplemental on-site irrigation in select areas. Enclosed is a

Mr. Glen Koyama, Project Manager February 2, 2012 Page 2

map indicating the portions of the buffer area that appear to have the most immediate need for renaturalization.

 We also note that a November 2011 brush fire has burned about 100 acres of plant material in or around the site and suggest that any areas on site affected by fire be addressed in the renaturalization plan.

Regarding the proposal to include fire break zones in the buffer area, we have determined that the inclusion of a fire break zone, as part of the site plan approval process, qualifies as a minor accessory use that could be permitted under Condition No. 6 of the SUP. The Fire Break Conceptual Plan dated May 20, 2011 should be coordinated with the Honolulu Fire Department (HFD) and a letter from HFD indicating that they are in agreement with the conceptual plan should be submitted before the site plan can be reviewed for approval.

We note fire breaks are not proposed along the H-1 Interstate Highway which is a probable source of ignition and suggest that the HFD be consulted and, if necessary, be addressed in the conceptual plan.

For your information, in our letter of August 24, 2010, the site plan submitted at that time was approved in concept only, and we do not have an approved site plan on file. Ordinarily, site plan approval is processed separately from the review and approval of the building permit set. Therefore, your July 8, 2011 submittal of the entire building permit set for site plan approval is excessive and unmanageable and should be reduced to only the sheets that are subject to the conditional requirements of the SUP and Conditional Use Permit (CUP). In addition, the site should also show information that involves compliance with development standards of the Land Use Ordinance, including but not limited to, parking and loading, existing approved and/or proposed structures and uses, their structure heights and footprints, and building area coverage, lot lines and setbacks, access driveways, landscaping and berming requirements, and any other requirements deemed necessary for site plan approval.

- 3. Regarding Condition No. 4, we have been in contact with Mr. Mark Sutterfield (project remediation consultant) and await a response on whether the Voluntary Response Plan agreement for remediation of contaminated soils would be consistent with the Land Use Commission's deadline for completion of the required landscaping for the lower quarry site. Meanwhile, we have reviewed your letter of January 10, 2012 responding to our comments on the lower quarry proposed landscape plan and respond as follows:
  - While Condition No. 4 requires that the lower quarry be "returned to landscaped open space", drought tolerant native trees shall be provided unless the HFD objects to their inclusion. For the purposes of monitoring compliance with this requirement, details such as the location of berms and a legend showing the areas that will be returned to landscaped open space should be shown on Exhibit 3 labeled "Site Conditions After Removal of Quarry Operations".
  - We also note that you propose the removal of an existing Oleander hedge along the makai side of the H-1 Interstate Highway guard rail. As the hedge is located within the State Department of Transportation right-of-way, the removal should be coordinated with

Mr. Glen Koyama, Project Manager February 2, 2012 Page 3

Mr. Chris Dacus of their landscaping section. Otherwise, the reference to its removal should be deleted from Exhibit 3.

4. We note that the August 8, 2011 aerial imagery shows grading and/or clearing of topsoil in the foot of Puu Makakilo, outside of the approved quarrying or berming areas (see enclosed map). Please explain the purpose of this grading/clearing and whether it is consistent with the requirements and conditions of the SUP.

#### Conditional Use Permit Conditions:

- 1. Condition No. 4c requires that prior to the issuance of a building permit, a lighting plan be submitted to the Director for review and approval. Pursuant to our meeting of January 11, 2012, the Applicant has agreed to install timers on all exterior lighting fixtures that do not meet the requirements of full cutoff and are fully-shielded. These timers would require that exterior lighting be turned off between the hours of 7:00 p.m. to 5:00 a.m. The lighting plan submitted on January 17, 2012 is acceptable until such time the non-complying exterior lighting fixtures are removed or made to comply with Condition No. 4c.
- 2. As a reminder, unauthorized structures must obtain building permit approvals and should not be shown on the final site plan or building permit set. These include the recently added trailer offices, exterior lighting, and any other structures not previously approved by the building permit. We also note that a guard shack for the upper quarry was established on Tax Map Key 9-2-2: 07, owned by the University of Hawaii-West Oahu, located approximately 430 feet from the end of Kualakai Parkway. We have no record of a building permit for these structures. If available, please provide a copy of the building permits for our files.

If you have any questions, please contact Raymond Young of our staff at 768-8049.

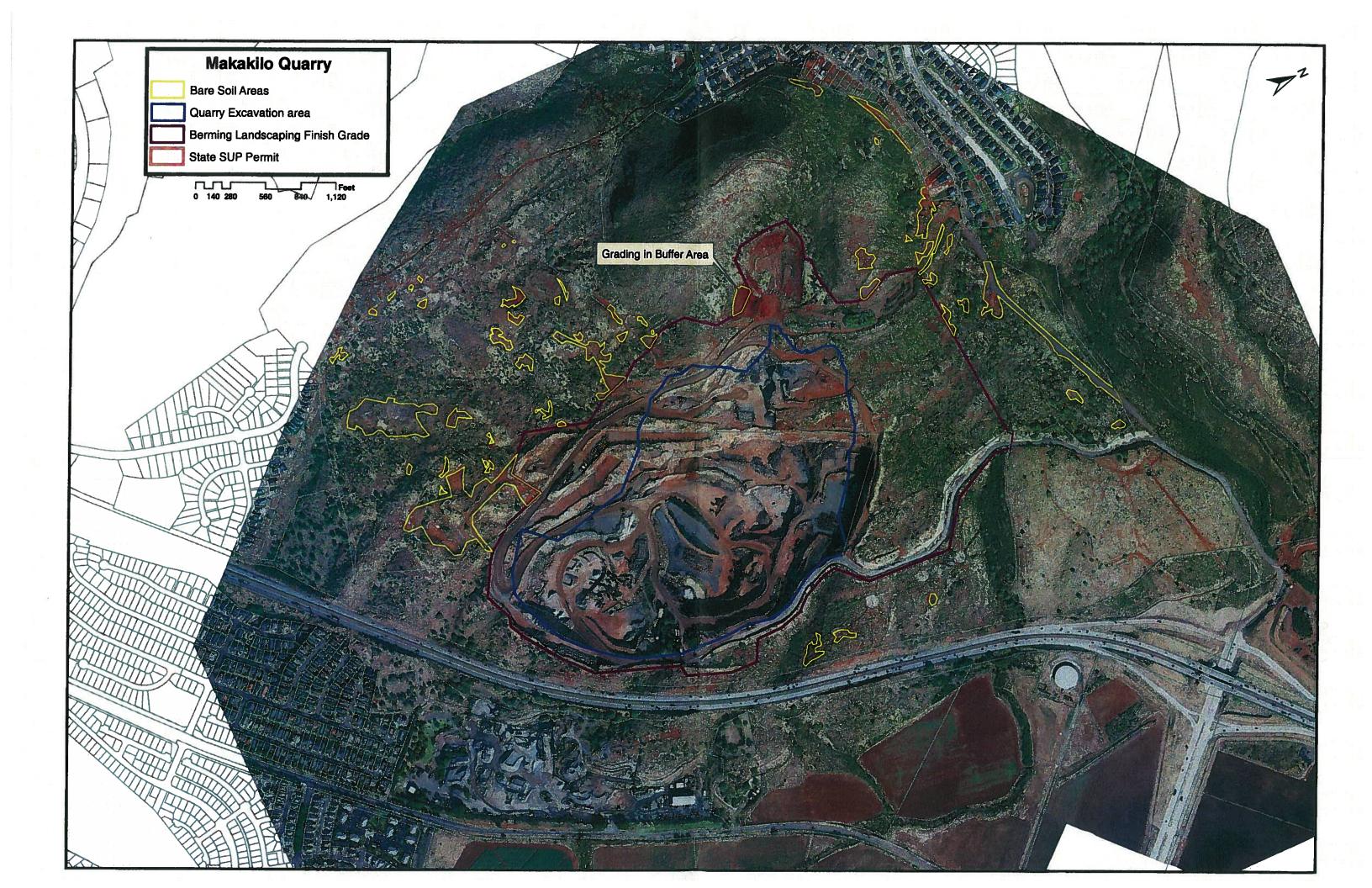
Very truly yours,

David K. Tanoue, Director

Department of Planning and Permitting

DKT:dj Enclosure 900820

cc: Land Use Commission
Grace Pacific Corporation
DR Horton – Schuler Homes, LLC
DOT-Highways-Chris Dacus
HFD-Fire Prevention Bureau
University of Hawaii-West Oahu



## Makakilo Quarry, Hawaii

2012

#### APPENDIX H:

Memo from Grace Pacific to DPP dated August 16, 2012 Regarding DPP Letter of February 2, 2012 Draft Response to February 2, 2012 letter from DPP Re Third Annual Report and Lower Quarry Landscape Plan (5/31/11)

#### **SUP Conditions**

- 1) Condition No 2 submittal of Renaturalization Plan.
- a) Large-scale broadcasting of seeds to initiate ground cover in buffer area is approved on an initial two year trial period ending December 31, 2013. Guidance given on areas needing immediate attention.
- i) Response acknowledged and proceeding as discussed. May take longer in areas needing amendment.

Grace action items – Sid Aki to review aerial photo, select several areas for soils testing, take samples to Brewer Chemical for analysis and recommendation as to amendments. Sid Aki to get Belt Collins recommendation (Aaron Akau) for seed mix and source. Sid to arrange with Tiburcio or Oahu Seal Coat to broadcast amendment and seeds.

- 2) Brush fire of November 2011
  - a) to be addressed in Renaturalization Plan.
    - i) Response acknowledged and will address in Renaturalization Plan.

Grace action Items – Eric Pickle to map acreage affected by fire from March 2012 aerial. Creps to discuss appropriate response with Aaron Akau

- b) Fire break zones in buffer area qualifies as a minor accessory use permitted under Condition No 6 of SUP. Coordinate Fire Break Conceptual Plan of May 20, 2011 with HFD. Obtain letter from HFD indicating concurrence with Conceptual Plan before submitting Site Plan for review and approval.
  - i) Response acknowledged and will comply.
  - c) Fire breaks not noted along H-1 Freeway. Consult with HFD and address in Conceptual Plan.
    - i) Response acknowledged and will comply.

Grace action items for a) and b) above – Creps, Pickle and Boyd Nobriga to re-draw Fire Break Conceptual Plan. Nobriga to coordinate with HFD Plan Review Section and obtain written concurrence.

d) Grace does not have an approved Site Plan on file. August 24, 2010 site plan was approved in concept only. July 8, 2011 Building permit submittal should be reduced to only the sheets that are subject to the conditional requirements of the SUP and CUP.

In addition, the site plan should show compliance with development standards of the LUO, including parking & loading, existing approved/proposed structures and uses, structure heights and footprints, building area coverage, lot lines and setbacks, access driveways, and landscaping and berming requirements.

- i) Response Eric has addressed earlier.
- 3. Condition No 4 Return Parcel 4 to landscaped open space within six years of LUC D&O.

- a) Awaiting response from Mark Sutterfield on whether Voluntary Response Plan would be consistent with LUC deadline for completion of landscaping of Parcel 4.
  - i) Response get answer from SutterfieldGrace action items Creps to follow up.
- b) DPP comments on review of letter of January 10, 2012 drought tolerant native trees shall be provided unless HFD objects... show location of trees, berms and a legend showing areas to returned to landscaped open spaces on Exhibit 3 (Site Conditions After Removal of Quarry Operations).
  - i) Response acknowledged and will comply.
     Grace action items Creps to follow up with Aaron Akau.
- c) DPP comments on review of letter of January 10, 2012 coordinate removal of existing oleander hedge along H-1 freeway with Chris Dacus of HDOT Right-of-Ways, and remove from Exhibit 3.
  - i) Response acknowledged and will comply.

Grace action items – Sid Aki to give notice to Chris Dacus of our plan to remove hedge in 2014. Creps to follow up with Aaron Akau to remove from Exhibit 3.

- 4. Requirements and Conditions of SUP Please explain grading outside of approved areas as shown on August 8, 2011 aerial photo.
- i) Response The grading resulted from an equipment operator error. Grace to renaturalize affected area.

Grace action items – move stockpile, Sid Aki to arrange mulch/seed spray with Royal Contracting.

#### **CUP Conditions**

- 1) Condition No 4c requires a lighting plan be approved.
- a) The Lighting Plan submitted on January 17, 2012 is acceptable until such time as the non-complying exterior lighting fixtures are removed.
  - i) Response acknowledged and will comply.

Grace action items – ensure that timers turn off exterior lighting between 7:00 pm and 5:00 am. Upon removal of exiting fixtures, ensure that replacements are compliant, and notify DPP that lighting was removed and not replaced, or replaced with compliant lighting.

- 2) Unauthorized Structures.
- a) Unauthorized structures should obtain building permit approvals and should not be shown on final Site Plan or Building Permit set. Also, guardshack noted at end of Kualakai Parkway.
  - i) Response acknowledged and will comply.

Grace action items – Eric as to permitting status, Ben Rasa to look into permit requirements for guardshack.

## Makakilo Quarry, Hawaii

2012

#### APPENDIX I:

LETTER FROM DOUGLAS ING TO DPP DATED AUGUST 31, 2012
REGARDING CLARIFICATION OF SUP CONDITION NO. 4



Sender's E-mail: douging@wik.com

August 31, 2012

David Tanoue, Director Department of Planning and Permitting City and County of Honolulu 650 South King Street, 7th Floor Honolulu, HI 96813

RE: Special Use Permit Application File No. 2007/SUP-6

Grace Pacific Corporation

Clarification Regarding SUP Condition No. 4

Dear Mr. Tanoue:

We represent Grace Pacific Corporation in the above-entitled matter, and are writing to clarify the requirements that were imposed upon Grace Pacific Corporation in Condition No. 4 of the Land Use Commission's ("LUC") Findings of Fact, Conclusions of Law, and Decision and Order Approving with Modifications the Recommendation of the City and County of Honolulu Planning Commission to (1) Extend the Life of the Makakilo Quarry Resource Extraction and Aggregate Processing Operations to 2032; and (2) Expand the Resource Extraction and Buffer Areas of the Quarry, approved on November 7, 2008 ("LUC Approval"). The LUC approval is enclosed.

The controlling document in the above-entitled matter is the LUC Approval. Although administrative rules require a petition for SUP to be initially submitted and approved by the county planning commission, see Haw. Admin. R. §15-15-95, the final approval of the SUP (including the conditions and requirements of approval) rests with the LUC, see Haw. Rev. Stat. §205-6. Moreover, Condition No. 4 was ultimately amended by the LUC, and consequently, the intent of Condition No. 4 as it is contained in the LUC Approval, is ultimately dependent upon the findings of fact and conclusions of law that are contained within the LUC Approval. While the DPP Director's Report and Recommendation for Approval, dated August 13, 2008, is certainly relevant, it cannot trump the LUC Approval.

Condition No. 4 provides as follows, with the underlined section of the condition being the portion amended and added by the LUC during its final review:

Mr David Tanoue August 31, 2012 Page 2

The Applicant shall close the processing site on Parcel 4 by relocating all uses on the site into the quarry pit or Campbell Industrial Park by December 31, 2012, and Parcel 4 shall be returned to landscaped open space use within six (6) years of the date of the Land Use Commission's Decision and Order. A landscape plan shall be submitted to the Director of Planning and Permitting for review and approval on the second anniversary date of the Land Use Commission's Decision and Order and the approved landscape plan shall be implemented within one (1) year of its approval. Landscaping shall be maintained in a natural state for the life of the Special Use Permit.

See LUC Staff Report (dated October 2, 2008), at p.29.

The findings of fact and conclusions of law within the LUC Approval indicate that the "uses" under Condition No. 4 that must be relocated by December 31, 2012 are the "industrial processing uses" including the "finish crushing, stockpiling of aggregate, concrete and asphaltic concrete manufacturing, maintenance activities, employee training, laboratory, and other support services." See LUC Approval, FOF Nos. 18, 23, 24. Indeed, this interpretation is consistent with the purpose behind the relocation of processing activities which was to "mitigate the noxious impacts of the processing upon surrounding neighbors...." See LUC Approval, FOF No. 35. This interpretation is also consistent with CUP-91, which acknowledges on page 2 that Condition No. 4 of the SUP requires relocation of uses by December 31, 2012. A copy of the CUP is enclosed. Consequently, Grace Pacific Corporation has until December 31, 2012 to cease the aforementioned "industrial processing uses" on Parcel 4.

FOF No. 24 unambiguously provides that "removal and renaturalization activities" may continue beyond the December 31, 2012 deadline for cessation of "industrial processing" uses:

The relocation will involve the removal of the HMA plant and the ready-mix concrete plant, both of which are scheduled to be completed by June 2009. By December 2012, the finish crushing and screening plant and the maintenance shop are anticipated to be removed from the site. The HMA plant will be relocated to the Campbell Industrial Park to accommodate night operations and a new HMA plant will be constructed in the quarry pit for day operations only. All other uses except for removal and renaturalization activities are scheduled to cease within three years after receipt of approval of the Applicant's

Mr David Tanoue August 31, 2012 Page 3

request. The Applicant also intends to landscape the entire site within six years after receipt of approval of its request and return the land to landowner JCC by 2015.

(Emphasis added.)

When properly read in conjunction with FOF Nos. 18, 23, 24, and 35, Condition No. 4 does not require that removal and renaturalization activities cease until six (6) years after the LUC Approval (i.e., November 7, 2014) when Parcel 4 must be finally "returned to landscaped open space use" for the remainder of the life of the SUP. Pursuant to Condition No. 4, Grace Pacific Corporation removed the hot mix asphalt plant in December 2008 and the ready mix plant by June 2009. Removal activities which will continue until Parcel 4 is returned to landscaped open space use pursuant to Condition No. 4 include dismantling and removal of the processing equipment and the stock piles of crushed rock.

We believe that the foregoing interpretation of Condition No. 4 is consistent with the plain language and intent of the LUC Approval, and comports with what was represented by Grace Pacific Corporation during the SUP proceedings. We request your concurrence in this understanding.

Very truly yours,

WATANABE ING LLP

DOUGLAS THE

JDI:tal

cc: Raymond Young

Enclosures: 1) Land Use Commission Decision and Order, Docket SP73-147, In re Grace Pacific Corporation, Nov. 7, 2008.

2) Conditional Use Permit 2007/CUP-91, Grace Pacific Corporation, July 17, 2009 (without exhibits).

## Makakilo Quarry, Hawaii

2012

APPENDIX J:

MAKAKILO QUARRY HOTLINE PHONE LOG OCTOBER 01, 2011 THROUGH SEPTEMBER 30, 2012

# GRACE PACIFIC MAKAKILO COMMUNITY HOTLINE LOG OCTOBER 01, 2011 TO SEPTEMBER 30, 2012

Date of Call	Time of Call	Last Name	First Name	Message/Description of Call	Caller's Contact Info	Investigation/ Responsible Party	Investigation/ Action Taken	Follow-up with Caller	Date Of Follow-up
Fri. Jan. 27, 2012	11:32 AM	Luwan	John	At 11:20AM, Per Mr. Luwan, the residents of Wakoloi felt the strongest shock wave they've ever experienced before. The shock wave generated a strong up and down motion – very hard. He wants to know what our plans are and what we're going to do to minimize this. He will also call our corp office.	(808) 672-0997	Bob Creps, Boyd Nobriga		01/30/12 Called Bob C. Per Bob, we need to look at our blast data to figure out what could have caused an excessive shock wave. I will call Mr. Luwan and let him know that Boyd will be in contact by Tues 01-31-12 once he reviews the blast information.	
Tues. Mar. 20, 2012	3:01 PM	Taylor	Harden	Mr. Taylor called to confirm if there was a blasting operation that caused his house to shake about 11:40 AM. He lives on Pueonani St. and is looking for what causes his house to shake from time to time.	(808) 888-5621	Bob Creps, Boyd Nobriga		I called Mr. Taylor Thurs 03-22-12 about 10:05 AM. I informed him that Boyd will be calling him back to discuss the situation. I gave him our office no. and asked him to call me if I could be of further asst. Msg saved on Hot Line recorder. I did not retrieve the msg until 03-22-12 10AMmd	
Mon. Aug 06, 2012	11:49 AM	(None Left)	Steve	For Paving-Tar on Truck	(808) 741-5454	Calvin Shiroma, Paving Dept	Paving Dept contacted customer and settled the dispute per e-mail dated 09/17/12. Complaintant's truck was cleaned.	Address: 92-544 Kokole Place, Makakilo. Resident complained of tar on truck after paving job was completed. E-mailed Calvin Shiroma to have paving call. Also gave Steve a call 08/08/12 to confirm his msg and let him know someone will be calling him. md	

## Makakilo Quarry, Hawaii

2012

### APPENDIX K:

CORRESPONDENCE FROM STATE OF HAWAII CLEAN AIR BRACH DATED OCTOBER 15, 2012

## Re: Complaint Reports for Grace Pacific Corporation Makakilo Quarry CSP No . 0045-01 C/CT

Margaret DEntremont to: Cab General

Cc: Robert Creps, Boyd Nobriga

11/15/2012 12:33 PM

Thank you Jill!

Your assistance is greatly appreciated.

Regards.

Margaret D'Entremont Grace Pacific Corporation Makakilo Quarry (808) 441-0660 Direct (808) 306-7998 Cell (808) 672-3998 Fax

"Cab General" Hello Margaret: The Department of Health, Clea... 11/15/2012 12:25:39 PM

From: "Cab General" <Cab.General@doh.hawaii.gov>
To: <MDEntremont@gracepacificcorp.com>

Date: 11/15/2012 12:25 PM

Subject: Complaint Reports for Grace Pacific Corporation Makakilo Quarry CSP No. 0045-01 C/CT

#### Hello Margaret:

The Department of Health, Clean Air Branch has checked our data base for complaints against Grace Pacific, Makakilo Quarry from October 2011 to September 2012. We have not discovered complaints against Grace Pacific for this time period.

If there are further questions, please call me at 586-4200.

Jill Stensrud Clean Air Branch

**From:** MDEntremont@gracepacificcorp.com [mailto:MDEntremont@gracepacificcorp.com]

Sent: Mon 11/5/2012 1:41 PM

To: Cab General

Subject: Complaint Reports for Grace Pacific Corporation Makakilo Quarry CSP No. 0045-01 C/CT

Good Afternoon,

I am interested in obtaining reported complaints against Grace Pacific regarding air quality issues for our Makakilo Quarry. This would be from October 2011 to September 2012.

Please advise how best to retrieve this information.

## Makakilo Quarry, Hawaii

2012

### APPENDIX L:

SOILS TESTING REPORT DATED SEPTEMBER 2012 FOR UPPER QUARRY BUFFER ZONE RENATURALIZATION



Job# 61-1588

# CROP NUTRIENT SOLUTIONS, INC. Peter Bunn, CPAg Soil Analysis

			Optimum				Optimum					Optimum			Optimum
GC BACK 9	SITE 1	SITE 5	Ranges	SITE 2	SITE 9	SITE 11	Ranges	SITE 4	SITE 6	SITE 8	SITE 10	Ranges	SITE 3	SITE 7	Ranges
TEC	6.5	6.64	7	10.86	9.71	10.46	10	14.35	15.34	18.15	17.32	15	30.81	32.24	30
pH (1:1)	5.9	6.6	6.2-6.7	6.7	6.7	5.8	6.2-6.7	7.3	7.3	6.2	8	6.2-6.7	6.7	5.2	6.2-6.7
EC (2:1)	0.19	0.12	<1.5	0.9	0.2	0.81	<1.5	0.15	0.18	1.09	0.18	<1.5	0.19	0.19	<1.5
Sulfur	66	46	40-80	77	31	104	40-80	12	12	249	16	40-80	8	79	40-80
Phosphorus	3	2	30-50	1	2	4	30-50	4	3	3	7	30-50	15	6	30-50
Bray 2 P	11	<u>-</u> 12	-	8	<u>-</u> 11	14	-	58	31	25	47	-	126	15	-
Calcium	513	657	1000	1092	986	647	1300	1249	1181	1057	2001	2000	1856	968	4000
Magnesium	197	240	150	357	348	351	200	802	921	816	675	300	2062	1301	600
Potassium	136	119	100	22	212	167	150	151	208	234	209	250	279	145	500
Sodium	95	77	<50	315	101	245	<70	102	138	538	130	<100	184	312	<200
Boron	1.13	0.93	1.0-1.5	1.51	0.96	0.78	1.0-1.5	0.75	0.61	0.75	0.93	1.0-1.5	0.83	0.73	1.0-1.5
Iron	19	18	100-300	26	17	39	100-300	55	54	33	41	100-300	62	58	100-300
Manganese	105	58	30-100	259	322	414	30-100	239	198	231	185	30-100	123	113	30-100
Copper	4.04	6.25	3-10	6.6	11.34	18.14	3-10	9.81	7.65	6.22	7.43	3-10	1.92	1.73	3-10
Zinc	0.52	0.51	5-15	2.81	6.8	5.05	5-15	3.08	2.42	2.32	2.61	5-15	1.91	0.88	5-15
Aluminum	1071	1004	-	882	942	900	-	771	830	814	817	-	693	805	-
Nitrate-N	7.1	3.5	5-15	31	13.4	95.2	5-15	2.8	4	60.3	2.6	5-15	4	2.2	5-15
Ammonium-N	3.2	3	<15	3.3	4.1	5.8	<15	5.5	2.9	3	3.5	<15	3.4	2.3	<15
															-
Limestone	2-3		Tons/acre			2-3	Tons/acre			1-2		Tons/acre		4-5	Tons/acre
Gypsum		2-3	Tons/acre	2-3	2-3		Tons/acre	3-4	3-4	2-3		Tons/acre	4-5		Tons/acre
0-0-61 (MOP)	100	100	Lbs/acre	300	100	100	Lbs/acre	300	150	150	150	Lbs/acre	300	300	Lbs/acre
11-52-0 (MAP)	500	500	Lbs/acre	500	500	500	Lbs/acre	500	500	500	500	Lbs/acre	500	500	Lbs/acre

**Comments:** Calcium appears to be low or very low in all samples except for Site 10. Limestone and gypsum should be broadcast and incorporated 4-6 inches deep. Incorporate 1-1.5 inch of well aged green waste compost and 0-0-60 (MOP) with limestone or gypsum. Broadcast 11-52-0 (MAP) in hydro mulch slurry at planting.

Phosphorus appears to be low or very low in all samples. Starting 2-3 weeks after planting, broadcast 200 lbs/acre of 10-30-10+ minors every 3-4 weeks in all areas.

Nitrate-N appears to be high in Site 8 & Site 11; this makes soil pH lower and soluble salts higher in these samples. Sodium appears to be high in Sites 2, 7, 8 & 11.

Iron and zinc appear to be very low in all areas. Foliar feed these monthly. Magnesium may need to be supplemented as K-Mag in Site 1.

Recommendations assume that the samples tested accurately represent the nutrient status of the areas to be treated, and are not guaranteed. Optimum Ranges are estimated. Crop Nutrient Solutions, Inc. is not liable any for errors or omissions that may be made by the client or others. Soil nutrients (Mehlich 3) expressed in ppm (mg/kg). EC expressed in mmhos/cm (mS/cm). TEC is a calculated CEC, expressed in meq/100g (cmols/kg).

# BROOKSIDE LABORATORIES, INC. SOIL AUDIT AND INVENTORY REPORT

Name Crop Nutrient Solutions, Inc. City Waimanalo State HI							
Independent Consultant Crop Nutrient Solutions, Inc. Date 9/18/20							
Sample	Location GOLF COU	RSE	BACK 9	BACK 9	BACK 9	BACK 9	BACK 9
Sample	e Identification		SITE 1	SITE 2	SITE 3	SITE 4	SITE 5
Lab Nu	mber		0541-1	0542-1	0543-1	0544-1	0545-1
Total E	xchange Capacity (ME/I	100 g)	6.50	10.86	30.81	14.35	6.64
<u>р</u> Н (Н <sub>2</sub>	O 1:1)		5.9	6.7	6.7	7.3	6.6
Organi	c Matter (humus) %						
Estimat	ted Nitrogen Release	ppm					
	SOLUBLE SULFUR*	ppm	66	77	8	12	46
ANIONS	WEHLICH III	P as P <sub>2</sub> O <sub>5</sub> ppm of P	3	1	15	4	2
ANI	MEHLICH III  OH BRAY II  OLSEN	P as P <sub>2</sub> O <sub>5</sub> ppm of P	11	8	126	58	12
		P as P <sub>2</sub> O <sub>5</sub> ppm of P					
BLE	CALCIUM*	ppm	513	1092	<u> 1856</u>	1249	657
HANGEA	MAGNESIUM*	ppm		357	2062	802	240
EXCHANGEABLE CATIONS	POTASSIUM*	ppm —			<u> </u>	151	
EXC	SODIUM*	 ppm	95	315	<u> </u>	102	
			BASE SATURAT	ION PERCENT			
	Calcium % Magnesium % Potassium % Sodium % Other Bases % Hydrogen %		39.46 25.26 5.36 6.35 5.60 18.00	50.28 27.39 0.52 12.61 4.70 4.50	30.12 55.77 2.32 2.60 4.70 4.50	43.52 46.57 2.70 3.09 4.10 0.00	49.47 30.12 4.60 5.04 4.80 6.00
			EXTRACTABLE	E MINORS			
	Boron* (ppm) Iron* (ppm) Manganese* (ppm) Copper* (ppm) Zinc* (ppm) Aluminum* (ppm		1.13 19 105 4.04 0.52 1071	1.51 26 259 6.60 2.81 882	0.83 62 123 1.92 1.91 693	0.75 55 239 9.81 3.08 771	0.93 18 58 6.25 0.51 1004
OTHER TESTS	Soluble Salts (mm Chlorides (ppm) NO <sub>3</sub> -N (ppm) NH <sub>4</sub> -N (ppm)		7.1	31.0	0.19 4.0 3.4	0.15 2.8 5.5	3.5

<sup>\*</sup> Mehlich III Extractable

# BROOKSIDE LABORATORIES, INC. SOIL AUDIT AND INVENTORY REPORT

Name Crop Nutrient Solutions, Inc. City Waimanalo State HI									
Indepe	Independent Consultant Crop Nutrient Solutions, Inc. Date 9/18/2012								
Sample	e Location GOLF COU	RSE	BACK 9	BACK 9	BACK 9	BACK 9	BACK 9		
Sample	e Identification		SITE 6	SITE 7	SITE 8	SITE 9	SITE 10		
Lab Nu	mber		0546-1	0547-1	0548-1	0549-1	0550-1		
Total E	xchange Capacity (ME/I	100 g)	15.34	32.24	18.15	9.71	17.32		
<u>pH (H</u>	O 1:1)		7.3	5.2	6.2	6.7	a 8.0		
Organi	c Matter (humus) %								
Estimat	ted Nitrogen Release	ppm							
	SOLUBLE SULFUR*	ppm	12	79	249	31	16		
ANIONS	WEHLICH III	P as P <sub>2</sub> O <sub>5</sub> ppm of P	3	6	3	2	7		
ANI	MEHLICH III  OHA  OLSEN  OLSEN	P as P <sub>2</sub> O <sub>5</sub> ppm of P	31	15	25	11	47		
	<u> </u>	P as P <sub>2</sub> O <sub>5</sub> ppm of P							
BLE	CALCIUM*		1181	968	<u> 1057</u>	986	2001		
HANGEA	MAGNESIUM*		921	1301	<u> </u>	348	675		
EXCHANGEABLE CATIONS	POTASSIUM*			145		212	209		
EXC	SODIUM*	 ppm	138	312	<u> </u>	101	130		
			BASE SATURAT	TON PERCENT					
	Calcium % Magnesium % Potassium % Sodium % Other Bases % Hydrogen %		38.49 50.03 3.48 3.91 4.10 0.00	15.01 33.63 1.15 4.21 7.00 39.00	29.12 37.47 3.31 12.89 5.20 12.00	50.77 29.87 5.60 4.52 4.70 4.50	57.77 32.48 3.09 3.26 3.40 0.00		
			EXTRACTABLE	E MINORS					
	Boron* (ppm) Iron* (ppm) Manganese* (ppm) Copper* (ppm) Zinc* (ppm) Aluminum* (ppm		0.61 54 198 7.65 2.42 830	0.73 58 113 1.73 0.88 805	0.75 33 231 6.22 2.32 814	0.96 17 322 11.34 6.80 942	0.93 41 185 7.43 2.61 817		
OTHER TESTS	Soluble Salts (mm Chlorides (ppm) NO <sub>3</sub> -N (ppm) NH <sub>4</sub> -N (ppm)		0.18 4.0 2.9	0.19 2.2 2.3	1.09 60.3 3.0	13.4 4.1	0.18 2.6 3.5		
	l .								

# BROOKSIDE LABORATORIES, INC. SOIL AUDIT AND INVENTORY REPORT

Name _	Crop Nutrient So	StateH	_ StateHI				
Independent Consultant Crop Nutrient Solutions, Inc.							/18/2012
Sample	e Location GOLF COU	RSE	BACK 9				
Sample	e Identification		SITE 11				
Lab Nu	ımber		0551-1				
Total E	exchange Capacity (ME/	100 g)	10.46				
рН (Н	<sub>2</sub> O 1:1)		5.8				
Organi	c Matter (humus) %						
Estima	ted Nitrogen Release	ppm					
	SOLUBLE SULFUR*	ppm	104				
ANIONS	wehrich III	P as P <sub>2</sub> O <sub>5</sub> ppm of P	4				
ANIC	MEHLICH III  OHASO  OLSEN	P as P <sub>2</sub> O <sub>5</sub> ppm of P	14				
	OLSEN OLSEN	P as P <sub>2</sub> O <sub>5</sub> ppm of P					
3LE	CALCIUM*	<del>ppm</del>	647				
GEAL	MAGNESIUM*		351				
HANGEA	POTASSIUM*		$-\frac{331}{167}$				
EXCHANGEABLE CATIONS	SODIUM*		245				
		ppm	BASE SATURAT	ION PERCENT			
	Calcium %		30.93				
	Magnesium %		27.96				
	Potassium %		4.09				
	Sodium %		10.18				
	Other Bases %		5.80				
	Hydrogen %		21.00				
	Boron* (ppm)		EXTRACTABLE	E MINORS			
	Iron* (ppm)		0.78				
-	Manganese* (ppr	n)	414				<u> </u>
	Copper* (ppm)	,	18.14				
	Zinc* (ppm)		5.05				
-	Aluminum* (ppn	1)	900				
	Soluble Salts (mn	,	0.81				
~ ~	Chlorides (ppm)	. ,					
HE	NO <sub>3</sub> -N (ppm)		95.2				
OTHER TESTS	NH <sub>4</sub> -N (ppm)		5.8				

## Makakilo Quarry, Hawaii

2012

#### APPENDIX M:

CORRESPONDENCE FROM BELT COLLINS DATED OCTOBER 17, 2012
REGARDING NOTICE TO STATE OF HAWAII DOT
OF LOWER QUARRY LANDSCAPE PLAN



October 17, 2012 12L-059

Via email to rcreps@gracepacificcorp.com

Mr. Robert Creps Vice President of Finance Grace Pacific Corporation P.O. Box 78 Honolulu, HI 96810

Dear Bob:

#### **Makakilo Lower Quarry Renaturalization Plan**

In response to the City and County of Honolulu, Department of Planning and Permitting letter dated February 2, 2012, to Glen Koyama (see attached), item 3; I contacted Mr Chris Dacus of the State Department of Transportation landscape section, regarding the future removal of the Oleander hedge along the H-1 Interstate Highway guard rail.

I explained that as a condition of the Special Use Permit (SUP) the site will be re-graded and renaturalized when quarry activities there cease and that the Oleander hedge will be removed. He commended Grace Pacific for installing the hedge and that it does a wonderful job screening out the quarry. He is agreeable to the removal of the hedge. I further mentioned that as the schedule of the re-naturalization is confirmed, we would provide him with that information.

If you have any questions, please feel free to contact me.

Very truly yours,

BELT COLLINS HAWAII LLC

Aaron A. Akau, ASLA

Director of Landscape Architecture

AAA:ajk

Enclosure

## Makakilo Quarry, Hawaii

2012

#### APPENDIX N:

VOLUNTARY RESPONSE AGREEMENT DATED OCTOBER 2011
BETWEEN GRACE PACIFIC AND STATE OF HAWAII DEPT OF HEALTH

Hawai`i Department of Health Voluntary Response Program (VRP-30)

DEPARTMENT OF HEALTH

2011 OCT 17 P 1:18

HEER OFFICE

Voluntary Response Program Agreement Between Grace Pacific Corporation, and The State of Hawai'i, Department of Health

Lower Makakilo Quarry

October, 2011

### Voluntary Response Program Agreement Between Grace Pacific Corporation and The State of Hawai`i, Department of Health

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#### Voluntary Response Program Agreement Between Grace Pacific Corporation and the State of Hawai'i, Department of Health

The State of Hawai`i, Department of Health ("Department") and Grace Pacific Corporation ("Requesting Party") hereby enter into this agreement ("Agreement") relating to that certain real property identified in Section 6 below, and subject to the terms and conditions specified herein.

#### 1. Definitions

- 1.1 "HRS" means the Hawai`i Revised Statutes, as amended.
- 1.2 "HAR" means the Hawai'i Administrative Rules, as amended.
- 1.3 "Voluntary Response Action" means the environmental remediation to be conducted voluntarily by the Requesting Party pursuant to the provisions of Chapter 128D, HRS, Chapter 11-451, HAR, this Agreement and the Statement of Work attached hereto.
- "Statement of Work" means the list of tasks, detailing the Voluntary Response Action to be performed by the Requesting Party, a copy of which is attached as Exhibit B, which must be completed to the Department's satisfaction prior to the issuance of the Letter of Completion in accordance with Chapter 128D, HRS and this Agreement.
- 1.5 "Letter of Completion" means the letter to be issued by the Department in accordance with HRS §128D-39, subsequent to the satisfactory completion of the Voluntary Response Action.
- "Contaminants" means those hazardous substances, contaminants and pollutants listed on Exhibit A, Attachment 2, and incorporated herein by this reference, to be cleaned up to the risk-based standard set forth in the provisions of Chapter 128D, HRS pursuant to this Agreement.
- "Specific Media" means the soil, soil vapor and groundwater as identified on Exhibit A, Attachment 2, and incorporated herein by this reference, to be cleaned up to the risk-based standard set forth in the provisions of Chapter 128D, HRS pursuant to this Agreement.
- 1.8 "Exemption from Liability" means (i) the commitment of the Department, as specified in the Letter of Completion, not to pursue claims against Prospective Purchasers in connection with the Property or the Contaminants, and (ii) protection from third-party claims for contribution and indemnity in connection with the Property or the Contaminants to be granted Prospective

Purchasers, after satisfactory completion of the Voluntary Response Action pursuant to this Agreement.

- 1.9 "Property" means the property described in Section 6 that is subject to the Voluntary Response Action specified in this Agreement.
- 1.10 "Prospective Purchaser(s)" means a prospective owner, operator, tenant, developer, lender or any other party who would not otherwise be liable under HRS §128D-6 prior to a Voluntary Response Action being conducted. For purposes of this Agreement and the Exemption from Liability that this Agreement creates, the Department does and shall continue to interpret the definition of a "prospective purchaser" found in HRS §128D-32 to be consistent with and encompass the term "future owner" found in HRS §128D-39(d).
- 1.11 "Project Manager" means the assigned HEER Office project manager (see Section 10) or any successor within the Department who adopts the responsibilities to oversee the Voluntary Response Action to be conducted by the Requesting Party pursuant to this Agreement.
- 1.12 "Director" means the director of the Department or an authorized agent.

#### Introduction and Project Description

This Agreement is made in accordance with Chapter 128D, HRS, which created the Voluntary Response Program to encourage developers and prospective purchasers to take response actions at contaminated properties and put them into productive use. Through the Voluntary Response Program, the Department exercises its administrative authority under Chapter 128D. By participating in the program, requesting parties conduct investigation and response activities with oversight from the Department, Hazard Evaluation and Emergency Response Office ("HEER Office"). When the Voluntary Response Action is completed to the Department's satisfaction, the requesting party will receive a Letter of Completion which will carry with it certain exemptions from liability for prospective purchasers as provided for in Chapter 128D, Part II, HRS.

The Requesting Party is the owner of Property which has been found to be, or may be, contaminated. The Requesting Party is participating in the Voluntary Response Program and desires to complete the Voluntary Response Action described in Section 15 and Exhibit B. Completing this Voluntary Response Action will qualify Prospective Purchasers, as defined in Section 1 of this Agreement, for an Exemption from Liability relating to the Contaminants on the

Property. The legal description of the Property, specific Contaminants covered, and the potential Exemption from Liability are detailed in this Agreement.

### 3. Purpose of Agreement

The purpose of this Agreement is to set forth the terms and conditions of the investigation and response to address Contaminants and Specific Media at the Property, which upon completion will entitle Prospective Purchasers to Exemption from Liability to the Department, as detailed in this Agreement. This Agreement constitutes the final approval of the Department for the Requesting Party to conduct the Voluntary Response Action, as such approval is required by Chapter 128D, Part II, HRS §128D-40.

### 4. Authority to Enter into this Agreement

The signatories to this Agreement certify that they are fully authorized to execute this Agreement on behalf of the party each represents. No change in ownership, corporate, or partnership status of the Requesting Party shall alter its responsibilities under this Agreement.

## Effective Date

This Agreement is and shall become effective on October 15, 2011, after having been approved and executed by the authorized representatives of both the Department and the Requesting Party as provided in Section 21 of this Agreement.

### Property Description

The Property is identified by the City and County of Honolulu Property Assessment Division as Tax Map Key ("TMK") (1) 9-1-016:004. The Property is composed of the Grace Pacific Lower Makakilo Facility, located at 91-920 Farrington Highway, Kapolei, Hawaii. A detailed property description is included in Exhibit A, Attachment 1.

#### 6.1 Ownership

Company Name:

Grace Pacific Corporation.

Primary contact:

Mr. Robert Creps

Senior Vice President

Mailing Address:

P.O. Box 78

Kapolei, HI 96810

Telephone Number:

(808) 674-8383

Fax Number: (808) 674-1040

E-mail: rcreps@gracepacificcorp.com

## 6.2 Current and Historical Summary of the Property

Grace Pacific is using the Property as a distribution site for customers utilizing aggregate products (e.g., gravel) and as a central maintenance facility. The primary historical functions of the Grace Pacific Lower Makakilo Facility have been aggregate and concrete manufacturing and hot-mix asphalt manufacturing and distribution. Concrete manufacturing operations were shut down in 2007 and asphalt plant operations were shut down in early 2009. Aggregate processing operations will continue through 2012.

From 1877 to the early 1970s, the Property was used as agricultural and ranching land. In 1973, Pacific Concrete and Rock commenced quarrying and mining operations at the Property. In 1984, Grace Brothers acquired Pacific Concrete and Rock and formed Grace Pacific. Grace Pacific has operated at the Property from 1984 to present.

Zoning: The Property is zoned AG-1 Restricted Agricultural.

### 6.3 Results of Investigations at the Property

Grace Pacific has retained an environmental consultant that has conducted Phase I environmental site assessments of the Property, most recently in October 2009. The following sections provide a summary of currently known environmental conditions at the Property.

Based on available information, there are two areas with recognized environmental conditions at the Property.

- Former Asphalt Plant Petroleum staining and hardened asphalt cement were observed on the ground surface throughout the area. Petroleum staining was observed on the paved ground surface at the former fuel loading area.
- Paving/Trucking Offices A petroleum hydrocarbon sheen was observed on storm water flowing into the settling pond, the source of which was appeared to be a leaking parked truck.

Based on available information, there are four areas with potentially significant environmental conditions at the Property.

 Former Asphalt Plant - There were two underground storage tanks [USTs] located in the area of the former asphalt plant, both of which were leaking USTs. The HDOH has issued No Further Action determinations for both USTs.

- Paving/Trucking Offices Petroleum staining, asphalt emulsion, and hardened asphalt cement were observed on the ground surface at the paving/trucking office area, in the area of asphalt emulsion ASTs.
- Finish Plant The storage area has been used as a boneyard for used, recycled, and discarded equipment and machinery.
- Maintenance Shop There was one UST located at the maintenance shop, for which the HDOH has issued a determination of No Further Action. Petroleum staining was observed on the asphalt and concrete pavement, particularly in the vehicle wash-down area.
- Two settling ponds for storm water runoff.
- Two former USTs that were closed in 1996 but at Environmental Action Levels (EALs) that exceed present gross contamination and leaching to groundwater EALs.

The following is a list of environmental reports for the Property.

Document Name	Date	Author
UST Closure, Overexcavation, and Soil Sampling Report - 10,000- Gallon and 6,000-Gallon Diesel Underground Storage Tanks, Grace Pacific Hawaii, 91-920 Farrington Highway, Kapolei, Oahu, Hawaii.	7/8/1996	BES
Phase I Environmental Site Assessment, Grace Pacific Corporation Lower Makakilo Facility, 91-920 Farrington Highway, Kapolei, Hawaii.	3/2/2002	ESI
UST Closure Assessment, Grace Pacific Corporation Makakilo Maintenance Facility, 91-920 Farrington Highway, Kapolei, Hawaii.	1/18/2008	ESI
Petroleum Pipeline Easement Due Diligence, Grace Pacific Corporation Makakilo Facility, 91-920 Farrington Highway, Kapolei, Hawaii.	10/2/2009	ESI
Phase I Environmental Site Assessment, Grace Pacific Corporation Makakilo Facility and Former Makakilo Golf Course, Kapolei, Hawaii.	10/9/2009	ESI

ESI Environmental Science International. BES Brewer Environmental Services.

## Requesting Party's Involvement at the Property

The Requesting Party is the owner of the Property and is interested in completing a Voluntary Response Action. The Requesting Party has provided the Department all information within its possession or reasonable control that may reasonably be judged to be relevant to the environmental condition of the Property.

#### 8. Disclaimer of Admission

The Requesting Party has entered into this Agreement voluntarily. The Agreement is not to be construed as an admission of any liability under the Hawai'i Environmental Response Law, or any other law, whether municipal, local, state or federal, or as a waiver of any defense to such liability. Unless the Voluntary Response Action is done in accordance with the Statement of Work attached hereto (Exhibit B) and is completed to the reasonable satisfaction of the Department, the Department will not approve the Voluntary Response Action conducted under this Agreement nor grant to the Requesting Party any Exemption from Liability for Prospective Purchasers.

## Finding of Eligibility

On June 17, 2011, the Requesting Party submitted an application to the Department pursuant to Part II of Chapter 128D, HRS. Based on the information presented in the application, the Manager of the HEER Office found the Requesting Party and the Property eligible to participate in the Voluntary Response Program, and on June 24, 2011, the Department formally approved the application. In accordance with Part II of Chapter 128D, HRS, Prospective Purchasers of the Property will be eligible for an Exemption from Liability for the specific Contaminants and media identified, after the Requesting Party completes the Voluntary Response Action and receives a Letter of Completion. The extent of this exemption will be consistent with Chapter 128D, HRS, and this Agreement, and will be described in the Letter of Completion issued by the Department. The Letter of Completion will be substantially similar to the Letter of Completion attached hereto as Exhibit A.

## 10. Key Contacts and Addressees for Correspondence

The person designated to receive all correspondence and notices for the Requesting Party is as follows:

Name/Title: Mr. Robert Creps, Senior Vice President

Company Name: Grace Pacific Corporation

Mailing Address: P.O. Box 78
Kapolei, HI 96810

Telephone Number: (808) 674-8383

Fax: (808) 674-1040

E-mail: rcreps@gracepacificcorp.com

The key contact and person designated to receive all correspondence for the Department is the project manager ("Project Manager"):

Name:

Steven Mow

Title:

Project Manager

Mailing Address:

Hawai'i Department of Health, HEER Office

919 Ala Moana Blvd., Room 206

Honolulu HI 96814

Phone:

Fax:

(808) 586-4251 (808) 586-7537

E-mail:

steven.mow@doh.hawaii.gov

### 11. Payment of Fees

The Requesting Party agrees to pay (a) fees in the amount of \$100.00 per hour for each hour personnel at the Department spend on activities reasonably related to overseeing the Voluntary Response Action conducted pursuant to this Agreement and (b) actual expenses incurred by such personnel in the course of conducting oversight activities related to the Voluntary Response Action. In addition, in the event the Department contracts for professional services to assist the Department in overseeing the Voluntary Response Action, the Requesting Party agrees to pay 125% of the actual cost billed to the Department by such contractors for these services. The Department agrees that all fees and costs for oversight work shall be reasonable and no greater than charges customary in the industry. The Requesting Party reserves its rights to audit, review and dispute any fees and costs of oversight.

The Requesting Party will submit \$5,000.00 payable to the Department when this Agreement has been signed, and the Department will create a site-specific account into which such amount will be deposited. As oversight charges are accrued, they will be deducted from the balance in this account. At such time as the balance falls below \$1,000.00, the key contact for the Requesting Party will be notified and the Requesting Party will deposit an additional \$5,000.00 for future charges no later than one month from receipt of such notification. The Requesting Party acknowledges that failure to deposit this amount within such one-month period triggers the Department's rights pursuant to Section 12(3). However, a deposit by the Requesting Party does not waive the Requesting Party's rights to audit, review and dispute any fees and costs of oversight deducted from the account.

The Requesting Party understands that at such time the balance in the sitespecific account falls to zero balance, but after the one-month period discussed above, the Department may discontinue Voluntary Response Action related to this Property until payment is received. When (1) all the Voluntary Response Action to be performed by the Requesting Party pursuant to this Agreement is completed and when the Department has completed its oversight activities in connection with the same or (2) this Agreement is terminated by either party, a final accounting will be performed and all monies remaining in the site-specific account will be returned to the Requesting Party. Notwithstanding anything to the contrary contained herein, the Requesting Party shall be provided, within ten business days of the request for the same, an accounting of all oversight fees and costs incurred by and/or paid to the Department from the site-specific account.

#### 12. Right to Termination

Either party may terminate this Agreement in accordance with the provisions contained herein. The Requesting Party may choose to terminate the Agreement at any time. The Department may terminate the Agreement as specified in Chapter 128D, HRS, when: (1) there is an imminent and substantial threat to public health, the environment, or natural resources; (2) the Requesting Party is not acting in good faith after having been provided a reasonable opportunity to address or cure any allegations of bad faith; (3) the Requesting Party has not deposited adequate funds in the site-specific account; (4) the Requesting Party becomes ineligible after initiating the action pursuant to HRS §§128D-33 and 128D-35; (5) the draft removal or remedial action is inadequate; or (6) the Requesting Party fails to comply with the terms of this Agreement and fails to commence such activities to cure such noncompliance within thirty days after the Department issues to the Requesting Party a notice of such noncompliance.

The party initiating termination of this Agreement shall immediately provide written notice to the other party of its intention to terminate the Agreement and the date upon which termination will be effective. Upon termination of this Agreement, the Department may pursue any action related to the Property within its authority. The Department represents to the Requesting Party that it is committed to the Voluntary Response Action, intends to cooperate with the Requesting Party in good faith in connection with those matters contained in this Agreement, and agrees to issue a Letter of Completion granting Exemption from Liability for Prospective Purchasers upon reasonable satisfactory completion of the Voluntary Response Action.

## Compliance with Applicable Laws, Rules, and Regulations

All Voluntary Response Action performed by the Requesting Party or its designee under this Agreement shall be performed in compliance with applicable federal, state, and local laws, ordinances and regulations. The Requesting Party or its designee shall be responsible for obtaining all permits necessary to perform the Voluntary Response Action specified in this Agreement.

## 14. Roles and Responsibilities

All documents and written submittals sent by the Requesting Party to the Project Manager will be reviewed by the Project Manager within 30 days from the date of receipt. Within that time, the Department will provide the Requesting Party with written comments or a letter stating that the submittal is acceptable. If more time is needed, the Project Manager will notify the Requesting Party in writing of the need for additional time, the date by which the review will be completed, and the reason why the normal review period is being extended. While the Project Manager may provide informal advice, guidance, or comments, all approvals and decisions must be conveyed in writing by the Project Manager to be official. The Requesting Party agrees to perform the Voluntary Response Action in accordance with the requirements and schedule set forth in Section 15 and Exhibit B. If any changes become necessary, the Requesting Party will notify the Project Manager in writing describing the change needed. Changes to the Statement of Work are to be agreed upon in writing by both parties prior to any change in the Voluntary Response Action occurring. However, verbal agreements for changes are acceptable when necessary and may be relied upon, provided they are followed up in writing by the party who initiated the change within 10 business days of verbal approval. Requests for extensions of time should be made in advance of the date on which the activity or document is due and should include a justification for the delay. All changes acknowledged and approved in writing shall be incorporated into this Agreement.

The Requesting Party will notify the Department within 14 days prior to conducting construction or related activity except for normal maintenance and repairs and will not conduct any construction activity on the Property that will interfere with sampling, monitoring, remediation activities, or other site Voluntary Response Action being performed pursuant to this Agreement.

### 15. Statement of Work, Submittals, and Schedules

The Voluntary Response Action to be performed under this Agreement is specified in the Statement of Work attached hereto as Exhibit B. Unless otherwise agreed to in writing or in accordance with Item 13, all submittals are to be made as set forth in the statement of work. The Requesting Party agrees to submit to the HDOH, within 60 days after the signing of the Agreement, a schedule(s) for the completion of the voluntary response action. The schedule(s) will be incorporated as an amendment(s) to the Agreement.

# 16. <u>Letter of Completion, Exemption from Liability, Covenants Not to Sue, and Contribution Protection</u>

Within 30 days of satisfactory completion of the Voluntary Response Action as reasonably determined by the Department, the Director of the Department will issue to the Requesting Party a Letter of Completion in accordance with Chapter 128D, HRS and this Agreement, substantially in the form attached hereto as Exhibit A. The Letter of Completion will identify the specific hazardous substances, pollutants, contaminants, media, and land area addressed in the

response action. If Specific Media containing Contaminants are left on the Property, the Letter of Completion shall identify land use restrictions and any required management plan at the Property such that the requirements of Chapter 128D, HRS for Exemption from Liability are satisfied. If any land use restrictions or management requirements that are part of a Letter of Completion are not subsequently complied with, the Letter of Completion will be considered void and the Department may re-open the Property for additional investigation and/or action. The Letter of Completion shall be noted on a recordable document and sent to the county agency that issues building permits. The benefits and restrictions identified in the Letter of Completion shall run with the land and apply to all Prospective Purchasers of the Property.

The Letter of Completion shall specify that (a) Prospective Purchasers (as defined in Section 1 above) are not liable to other persons or entities not parties to this Agreement for claims for contribution or indemnity regarding matters and Contaminants addressed in the Voluntary Response Action as specified in HRS §128D-40(d) and (b) for the specified Contaminants, media, and land area in the Agreement, the Department covenants not to sue Prospective Purchasers in connection with: 1) Carcinogens not exceeding a risk-based standard of more than one excess lifetime cancer risk per one million individuals and 2) Noncarcinogens not exceeding applicable HDOH risk-based criteria for human health and the environment. This covenant not to sue shall encompass any action which the Department may have against a Prospective Purchaser arising under the laws of the State of Hawai'i, §§107 and 113 of the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA"), 42 U.S.C. §9601 et. seg., or §7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §6901 et. seq., in connection with the Contaminants. Nothing in this Section 16 shall constitute or be construed as providing any covenant not to sue or contribution protection with respect to the actions taken pursuant to this Agreement and the attached Statement of Work to any person other than the Prospective Purchasers.

## 17. Rights Reserved by the Department

The Department reserves the right to take action consistent with Chapter 128D, HRS, against responsible parties, and to exercise rights the Director may have under any law including recovering costs and taking enforcement actions. Furthermore, the Director may take enforcement action prior to completion of the Voluntary Response Action conducted pursuant to this Agreement and exercise other authorities of HRS §128D-4.

# 18. <u>Guarantees of Completion, Letters of Credit, Personal Guarantees, Insurance</u> and Other Requirements

The Requesting Party certifies that it is committed to completing this project as described in the attached Statement of Work and that it possesses the financial resources needed to honor this commitment.

## HDOH Property Access During the Voluntary Response Action

During conduct of the Voluntary Response Action, the Requesting Party agrees to provide the Department access to the Property at all reasonable times and upon reasonable notice, for the purpose of allowing the Department to perform its administrative oversight functions in connection with the Voluntary Response Action.

Nothing in this Agreement is to be construed to limit the Department's rights of access that it may have by operation of any law other than Chapter 128D, HRS.

The Department shall give the Requesting Party reasonable notice before entering upon the Property for any activity, unless the Department is required to access the Property in the event of an emergency or court order and giving such notice is not possible. In the event of such emergency entry, delivery of notice of the entry, along with an explanation of the emergency conditions, shall be given by the Department to the Requesting Party within one business day of the Department's entry onto the Property.

#### 20. General Provisions

#### 20.1. Dispute resolution

The Requesting Party and the Department agree to notify one another as soon as possible if a material disagreement becomes apparent to them. If this occurs, the party that identifies any such disagreement shall notify the representative of the other party specified in Section 10. Initial notification will be by phone or in person, at which time the parties will attempt to resolve the disagreement. If the disagreement is successfully resolved, the situation will require no further action. If the disagreement continues, it will be discussed between the Manager of the HEER Office and a representative of the Requesting Party. If the situation is still not resolved, it will be described in writing and presented to the Deputy Director for Environmental Health, Hawai'i Department of Heath. The Deputy Director will gather whatever additional information the Deputy Director feels is necessary and will render a decision in writing regarding the disagreement. If the decision is satisfactory, the parties will abide by the decision and no further action is necessary. If it is not satisfactory, the Requesting Party or the Department may terminate this Agreement.

#### 20.2. Submittals

The Requesting Party shall complete submittals as described in Section 15 and Exhibit B, and shall submit them (one hard copy and a CD) to the following address:

Steven Mow, Project Manager Hawai'i Department of Health, HEER Office 919 Ala Moana Blvd., Room 206 Honolulu HI 96814

## 20.3. Sampling, Data, and Document Availability

The Requesting Party shall permit the Department and its authorized representatives to inspect and copy all sampling, testing, monitoring, and other data generated by the Requesting Party pursuant to the Voluntary Response Action being performed as part of this Agreement. The Requesting Party will notify the Department at least seven days in advance of all field sampling activities and shall allow the Department to take duplicate samples if it so chooses.

#### 20.4. Record retention

The Requesting Party will retain all data, reports, and other documents for a minimum of five years after the conclusion of all activities under this Agreement. If the Department requests that documents be preserved for a longer period of time, then the Requesting Party will comply, deliver the documents to the Department, or permit the Department to copy the documents prior to destroying them.

### 20.5. Governmental liabilities

The State of Hawai`i shall not be liable for any injuries or damages to persons or property resulting from acts or omissions by the Requesting Party, nor shall the State be held as party to any contract entered into by and between the Requesting Party and a third-party contractor for services pertaining to the Statement of Work (Exhibit B) attached to this Agreement.

#### 20.6. Modifications

This Agreement may be amended in writing by mutual agreement of the Department and the Requesting Party and shall be effective upon the date the change is signed by both parties and such amendment shall be deemed incorporated into this Agreement.

## 20.7. Counterparts

This Agreement may be executed and delivered in any number of parts, each of which shall be deemed to be an original and together constitute one and the same document.

### 20.8. Third-Party Actions

In the event that the Requesting Party is a party to any suit or claim for damages or contribution relating to the Property to which the Department is not a party, the Requesting Party shall notify the Department in writing within ten days after service of the complaint in the third-party action.

#### 20.9. Governing law

This Agreement shall be construed and governed by the laws of the State of Hawai'i.

### 20.10. Transfer

With prior written approval of the Department, which approval shall not be unreasonably withheld, delayed or conditioned, all rights and benefits conferred upon the Requesting Party under this Agreement may be assigned or transferred to any person. The Requesting Party shall notify the Project Manager in writing of its intention to transfer its rights and benefits. Upon receiving the Department's approval, the transferor shall provide to transferee copies of all data, reports and other documents that are to be retained by the Requesting Party for a minimum of five years and the transferee will be bound by all the terms and conditions of this Agreement.

#### 20.11. Integration

This Agreement and its exhibits constitute the entire agreement between the parties hereto pertaining to the subject matter hereof, and the final, complete and exclusive expression of the terms and conditions thereof. All prior agreements, representations, negotiations and understandings of the parties hereto, oral or written, express or implied, are hereby superseded and merged herein.

#### Approvals

The undersigned hereby agree to the terms and conditions set forth above and to all attachments incorporated into this Agreement.

For Grace Pacific Corporation, the Requesting Party	For The State of Hawai'i, Department of Health
By: Nobert Creps Robert Creps Senior Vice President	By: KEITH E. KAWAOKA, D. Env., Program Manager Hazard Evaluation and Emergency Response Office
Dated: 10 /12 /11	Response Office  Dated: 10 - 20 - 1

#### Exhibit A

## Model Letter of Completion for Owners as Requesting Party

(NOTE: Actual Letter Issued May Vary)

Re: Letter of Completion Pursuant to the Voluntary Response Program
Agreement Dated \_\_\_\_\_\_ between Grace Pacific Corporation and the Hawai`i Department of Health

Dear Mr. Creps:

I am sending this Letter of Completion ("Letter") in accordance with Chapter 128D, HRS, and the Voluntary Response Program Agreement ("Agreement") dated between Grace Pacific Corporation and the Hawai'i Department of Health ("Department"). The purpose of the law is to facilitate voluntary and timely responses to hazardous substance releases and provide relief from liability for prospective owners, operators, tenants, developers, lenders, or any other party who would not otherwise be liable under Hawai'i Revised Statutes ("HRS") §128D-6, prior to a voluntary response action being conducted ("Prospective Purchasers").

For the purposes of this Letter and the relief from liability envisioned in the Agreement, the Department does and shall continue to interpret the definition of a "prospective purchaser" found in HRS §128D-32 to be consistent with and encompass the term "future owner" found in HRS §128D-39(d). This Letter pertains to environmental contamination related to the real property located at 91-920 Farrington Highway, Kapolei, Hawai`i ("Property") and described in detail in Exhibit A, Attachment 1.

Grace Pacific Corporation has completed the investigation and voluntary response action set forth in Exhibit B of the Voluntary Response Program Agreement dated \_\_\_\_\_\_ ("Voluntary Response Action") with respect to the media listed in Exhibit A, Attachment 2 ("Specific Media") and the contaminants listed in Exhibit A, Attachment 2 ("Contaminants"). Pursuant to Chapter 128D, HRS, Part II, the Specific Media containing the Contaminants do not pose an incremental cancer risk in excess of one lifetime cancer risk per one million, or (for non-carcinogens) do not exceed applicable HDOH risk-based criteria for human health and the environment. Subject to the terms and provisions set forth herein, the Department hereby acknowledges satisfactory completion of the Voluntary Response Action in accordance with the Agreement and Chapter 128D, HRS.

These terms and provisions assure the long-term effectiveness of the Voluntary Response Action. The Department has determined that the Voluntary Response Action was an acceptable approach to managing the potential risks of exposure to the Contaminants at the Property, and that this Voluntary Response Action constitutes the "clean up" specified in HRS §128D-40(c).

### **Exemptions from Future Liability**

Subject to the terms and provisions set forth herein, the Department hereby grants Prospective Purchasers of this Property exemptions from future liability to the Department and, to the extent authorized by law, third parties for the Specific Media, Contaminants and land area addressed in the Voluntary Response Action. Also, as provided for in HRS §128D-40, §113(f) of the federal Comprehensive Environmental Response, Compensation, and Liability Act (42 U.S.C. §9601 et. seq.), and to the fullest extent authorized by law, Prospective Purchasers shall not be liable for claims for contribution or indemnity regarding the provisions herein and the Specific Media, Contaminants and land area addressed in the Voluntary Response Action.

Exemptions from liability apply only to the Contaminants and Specific Media listed in Exhibit A, Attachment 2 that were documented and addressed on the Property. Exemptions from liability do not apply to any contamination released on the Property subsequent to the date of this Letter of Completion. Owners and Prospective Purchasers must comply with any land use restrictions or management conditions that are part of the Letter of Completion (Exhibit A, Attachment 3). Not complying with applicable land use restrictions or management conditions will void the Letter of Completion, and the Department may re-open the Property for additional investigation and/or action.

The Department hereby exercises its administrative authority and holds Prospective Purchasers harmless from liability to the Department and, to the extent authorized by law, third parties for the Contaminants, Property, and Specific Media as addressed in the Voluntary Response Action.

Acknowledgement of land use restrictions or management conditions as part of the Letter of Completion

Note: If no land use restrictions or management conditions apply to the Letter of Completion, record this fact in this section and in Exhibit A, Attachment 3. Otherwise, provide the signature documentation below and details of any restrictions/conditions in Exhibit A, Attachment 3.

Grace Pacific Corporation acknowledges and accepts the land use and/or management conditions as set forth in Exhibit A, Attachment 3. In the event these land use and/or management conditions are not followed, the Letter of Completion will be void, and the Department may initiate additional investigation or actions.

Signature:	Date:	
Title/Company:		
	Grace Pacific Corporation for participating in and for taking actions to address contaminated	
Sincerely,		
Director of Health		

## Legal Property Description

## Property Address: 91-920 Farrington Highway, Kapolei, Hawaii 96707

The property consists of all those certain parcels of land situated at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, and is described below.

#### PARCEL ONE:

LOT 225-A (area 0.559 acres), as shown on Map 1188, filed in the Office of the Assistant Registrar of the Land Court to 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 all of the land described in and covered by Certificate of Title No. 812,034 issued to James Campbell Company LLC, a Delaware limited liability company.

TOGETHER WITH access to Farrington Highway (a public highway) indirectly over Lot 225-B provided, however, that upon dedication to and acceptance by the City and County of Honolulu or any governmental authority of Lot 225-B or any parts thereof, as a public road, the access rights set forth in favor of Lot 225-A over and across Lot 225-B or any parts thereof, so dedicated and accepted shall automatically terminate, as set forth in Land Court Order No. 157983, filed September 9, 2004.

## SUBJECT, HOWEVER, to the following:

- Deed dated August 22, 1950, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantors; Ewa Plantation Company, a Hawaii corporation, as lessee; and the United States of America, as grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 125717.
- Pre-Condemnation Right of Entry dated October 19, 1971, by and between the State
  of Hawaii, by its Director of Transportation; the Trustees under the Will and of the
  Estate of James Campbell, Deceased; and Oahu Sugar Company, Limited, filed in the
  Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document
  No. 565880.
- Right of Entry Agreement dated January 13, 1972, by and between the State of Hawaii, by its Director of Transportation, and Hawaiian Independent Refinery, Inc., a Hawaii corporation, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 566790.

- Easement 708, as shown on Map 225, as set forth by Land Court Order No. 36800, filed February 1, 1973.
- Grant of Easement dated June 21, 1973, in favor of the State of Hawaii, by its Director of Transportation, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 649192.
- Grant of Easement dated November 11, 1998, in favor of the United States of America, acting through the Department of the Navy, Pacific Division, Naval Facilities Engineering Command, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 2520327.
- 7. Trustees limited Warranty Deed dated July 1, 2006, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and James Campbell Company LLC, a Delaware limited liability company, as grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3448130.

#### PARCEL TWO:

LOT 2544-A (area 53.612 acres), as shown on Map 1188, filed in the Office of the Assistant Registrar of the Land Court to 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 all of the land described in and covered by Certificate of Title No. 812,039 issued to James Campbell Company LLC, a Delaware limited liability company.

## SUBJECT, HOWEVER, to the following:

- Easement 91, as shown on Map 41, as set forth by Land Court Order No. 6492, filed November 24, 1945.
- Pre-Condemnation Right of Entry dated October 19, 1971, by and between the State
  of Hawaii, by its Director of Transportation; the Trustees under the Will and of the
  Estate of James Campbell, Deceased; and Oahu Sugar Company, Limited, filed in the
  Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document
  No. 565880.
- Right of Entry Agreement dated January 13, 1972, by and between the State of Hawaii, by its Director of Transportation, and Hawaiian Independent Refinery, Inc., a Hawaii corporation, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 566790.
- Abutters' rights of access in favor of the State of Hawaii, as set forth in Final Order of Condemnation dated December 13, 1972, filed in the Circuit Court of the First Circuit,

- State of Hawaii, Civil No. 17197, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 615467.
- Abutters' rights of access in favor of the State of Hawaii, as set forth in Final Order of Condemnation dated December 13, 1972, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 17295, and filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 615482.
- Easement 714, as shown on Map 227, as set forth by Land Court Order No. 37259, filed April 6, 1973.
- Restriction of access rights, as shown on Map 227, as set forth by Land Court Order No. 37259, filed April 6, 1973.
- Declaration of Conditions dated June 22, 1973, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 647233.
- Grant of Easement dated June 21, 1973, in favor of the State of Hawaii, by its Director of Transportation, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 649192.
- Grant of Easement dated March 12, 1992, in favor of Hawaiian Electric Company, Inc., a Hawaii corporation, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 1972493.
- 11. Easement 6631, as shown on Map 936, as set forth by Land Court Order No. 132194, filed July 28, 1998.
- Grant of Easement dated May 26, 2000, in favor of Hawaiian Electric Company, Inc., a
   Hawaii corporation, filed in the Office of the Assistant Registrar of the Land Court of
   the State of Hawaii as Document No. 2629963.
- Restriction of access rights, as shown on Map 1188, as set forth by Land Court Order No. 157983, filed September 9, 2004.
- 14. Easement 8520, as shown on Map 1249, as set forth by Land Court Order No. 161736, filed June 13, 2005.
- 15. Trustees Limited Warranty Deed dated July 1, 2006, by and between the Trustees under the Will and of the Estate of James Campbell, Deceased, as grantor, and James Campbell Company LLC, a Delaware limited liability company, as grantee, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3448130.

## List of Contaminants and Specific Media

The following is a list of potential contaminants and the media those contaminants may have affected at the Property based on available knowledge as of the date of the Agreement. These contaminants and media are consistent with the findings of the Phase I Environmental Site Assessments completed for the Property.

#### Contaminants:

Total Petroleum Hydrocarbons (as gasoline, diesel fuel, and oil)

Benzene, Toluene, Ethylbenzene, and Xylenes [BTEX]

Free-Phase Petroleum Hydrocarbons

Volatile Organic Compounds [VOCs]

Halogenated Volatile Organic Compounds [HVOCs]

Polycyclic Aromatic Hydrocarbons [PAHs], including the following:

Acenaphthene

Acenaphthylene

Anthracene

Benzo[a]anthracene

Benzo[b]fluoranthene

Benzo[a]pyrene

Benzo[g,h,i]perylene

Chrysene

Dibenzo[a,h]anthracene

Fluoranthene

Fluorene

Indeno[1,2,3-cd]pyrene

1-Methylnaphthalene

2-Methylnaphthalene

Naphthalene

Phenanthrene

Pyrene

**PCBs** 

Lead

Cadmium

Chromium

#### Media:

Soil

Groundwater

Soil Vapor

## Exhibit A, Attachment 3

# Applicable Land Use Restrictions and/or Management Conditions

Note: List all restrictions or conditions applicable to the Letter of Completion. These will be in included as part of the recordable document filed with the county agency that issues building permits.

#### Statement of Work

The Requesting Party will perform the following tasks in accordance with applicable HDOH and Environmental Protection Agency requirements.

## Task 1: Summary of Environmental Work.

The purpose of Task 1 is to provide a summary of all environmental data, information, and known environmental conditions resulting from previous activities and documented environmental investigations of the Property. To accomplish this, the Requesting Party will assess the environmental work completed to date, including historical research such as Phase I environmental site assessments. The report submitted to the HDOH will present a comprehensive summary of environmental information relating to the Property. The HDOH will evaluate the information contained in the report and will render a judgment as to what prior environmental work, if any, can be included as part of the voluntary response action.

#### Task 2: General Work Plan.

The Requesting Party will prepare a general work plan that describes the response action it proposes to undertake. The plan will include a data gap analysis and will provide a general outline for conducting an environmental site characterization of the Property. The plan will define decision units (i.e., land areas) within the Property and will specify the contaminants of potential concern [COPCs] within each decision unit based on current and historical operations conducted at those areas. The potentially affected media (i.e., soil, soil gas, groundwater) also will be specified. The contaminants of potential concern and the potentially affected media will be determined using the information gathered in Task 1. The HDOH will review the general work plan and provide comments as to the scope of work that will be needed to address the contaminants of potential concern and the potentially affected media at the Property.

#### Task 3: Detailed Work Plan.

The Requesting Party will prepare a detailed work plan for characterizing the environmental condition of the Property. The plan will utilize the general approach described in Task 2 and will include a preliminary conceptual site model (CSM). In the plan will be specifications for the number and locations of borings to be drilled and monitoring wells to be installed; the number and locations of soil, groundwater, and soil vapor samples to be collected; the sample collection procedures to be used; the chemical analyses to be performed for each of the samples; the analytical methods to be employed; and the HDOH environmental action levels [EALs] to which the analytical results will be compared initially. The plan will include a sampling and analysis plan and a quality assurance project plan, and it will specify the data quality objectives. The HDOH will review the plan and, upon

determining that its execution will generate the data necessary to complete the site characterization, will issue approval for the proposed work to commence.

#### Task 4: Site Characterization.

The Requesting Party will implement the detailed work plan presented in Task 3 and perform the site characterization of the Property. The borings will be drilled and the monitoring wells installed in accordance with the plan, and the specified soil, groundwater, and soil vapor samples will be collected. The HDOH will be notified at least seven days prior to the commencement of field work so that the HDOH will have an opportunity to observe the field work, if so requested by the HDOH. The site characterization report will present the findings and will include an evaluation of data quality and of the data quality objectives. The report will include the laboratory analytical reports, summarize the COPCs detected, provide an interpretive analysis of the data, provide an updated CSM, and identify which COPCs are contaminants of concern [COCs]. Also identified in the report will be the areas of concern at the Property and the possible sources of identified contamination. The report will be submitted to the HDOH for review and a determination that the results provide a satisfactory characterization of the environmental condition of the Property.

#### Task 5: Environmental Hazard Evaluation.

The Requesting Party will prepare an Environmental Hazard Evaluation [EHE] to identify and evaluate the potential hazards to human health and sensitive ecological receptors posed by the COCs identified during the site characterization. The potential hazards include gross contamination, direct exposure, vapor intrusion, leaching, ecotoxicity, and contamination of drinking water supplies based on fate and transport of the identified COCs and the updated CSM. The overall objective of the EHE will be to evaluate these hazards with respect to potentially affected human and ecological populations under (1) current site conditions, (2) possible conditions during potential future construction activities, and (3) possible conditions under potential future uses of the Property. Included in the EHE will be the development of site-specific EALs. For the contaminants and media that the Requesting Party seeks an exemption from future liability, the Requesting Party will demonstrate to the HDOH that the risk-based standards established in HRS Chapter 128D have been met. The report will be submitted to the HDOH for review and a determination that the potential hazards to human health and sensitive ecological receptors results have been identified and evaluated satisfactorily.

### Task 6: Remedial Alternatives Analysis.

The Requesting Party will perform a Remedial Alternatives Analysis [RAA] to identify, screen, develop, and analyze remedial alternatives to address environmental concerns identified during the site characterization and potential environmental hazards identified in the EHE. The objective of the RAA will be to select the most efficient, cost-effective, and reliable remedial solution that best protects human health and sensitive ecological receptors. Included in the RAA will be an identification of remedial objectives and potential remedial response actions. The potential remedial response actions will be evaluated with

respect to their effectiveness, implementability, cost, and adherence with the Hawaii State Contingency Plan (Hawaii Administrative Rules Title 11, Chapter 451). The final result of the RAA will be the selection of a remedial action that includes an EHE and CSM for the selected action. The report will be submitted to the HDOH for review and a determination that the selected remedial action meets HDOH requirements for addressing environmental contamination at the Property.

## Task 7: Public Participation Plan and Draft Response Action Memorandum.

The Requesting Party will prepare and implement a public participation plan consistent with the requirements of HRS Chapter 128D and the Hawaii State Contingency Plan (Hawaii Administrative Rules Title 11, Chapter 451). The objective of the public participation process is to summarize pertinent site information, document the basis for remediation, and describe the rationale for selecting the chosen remedial alternative. The selected remedial alternative will be presented to the public in the form of a Draft Response Action Memorandum [RAM], which will be prepared by the Requesting Party for the HDOH. Included in the public participation plan will be a profile of the Property and an identification of the stakeholders. The plan will describe the planned public participation activities, which will include notice in the local newspaper, a public comment period, development of a mailing list and a fact sheet, public availability of VRP deliverables (i.e., reports submitted by the Requesting Party to the HDOH under Tasks 1 to 6), providing contact information, and if required by HDOH conducting a public meeting. The plan will be submitted to the HDOH for review and approval prior to implementation.

## Task 8: Final Response Action Memorandum.

In collaboration with the Requesting Party, and considering comments received from the public, the HDOH will make a determination as to the remedial action preferred by the Department. Prior to final approval, public comments will be received and evaluated by HDOH in accordance with the public participation plan prepared under Task 7. The selected remedial alternative will be presented to the public in the form of a Final RAM which will include public comments received during the review period. The Final RAM will be prepared by the Requesting Party on behalf of the HDOH.

#### Task 9: Remedial Action.

The Requesting Party will prepare a remedial action plan that describes how the selected remedial action will be implemented. The plan will be submitted to the HDOH for review and approval prior to implementation. Should the selected remedial action involve field work, the HDOH will be notified at least seven days prior to the commencement so that the HDOH will have an opportunity to observe the field work, if so requested by the HDOH. Upon completion, the Requesting Party will demonstrate to the HDOH that the selected remedial action was implemented satisfactorily. The Requesting Party will prepare a remedial action report that describes the results of the remedial action. The report will include the final EHE and CSM and an Environmental Hazard Managemet Plan if contamination remains on site above the unrestricted EALs. The report will be submitted to

the HDOH for review and a determination that the remedial action completes the HDOH requirements for performing the voluntary response action.

## Task 10: Letter of Completion.

Upon satisfactory completion of the voluntary response action, as determined by the HDOH, the Director will issue a letter of completion (LOC), as specified in HRS Chapter 128D, Section 128D-39. The Requesting Party must comply with all terms and conditions listed in the LOC. At a minimum the Requesting Party must demonstrate that the LOC, within six (6) months of its issuance, was properly noted on the property deed and a copy of the LOC was sent to the county agency that issues building permits.

# Exhibit B, Attachment 1

# Schedule of Work Voluntary Response Action

An addendum to this Agreement will be prepared setting forth the Schedule of Work within 60 days of the Effective Date of this Agreement.

# ANNUAL COMPLIANCE REPORT

# Makakilo Quarry, Hawaii

2012

APPENDIX O:

AMENDMENT TO VOLUNTARY RESPONSE PLAN DATED SEPTEMBER 20, 2012

## GOODSILL ANDERSON QUINN & STIFEL

A LIMITED LIABILITY LAW PARTNERSHIP LLP

LISA WOODS MUNGER

Alii Place, Suite 1800 • 1099 Alakea Street Honolulu, Hawaii 96813

> Mail Address: P.O. Box 3196 Honolulu, Hawaii 96801

INTERNET: lmunger@goodsill.com

DIRECT DIAL:

(808) 547-5744

TELEPHONE (808) 547-5600 • FAX (808) 547-5880 info@goodsill.com • www.goodsill.com

September 20, 2012

#### BY E-MAIL AND REGULAR MAIL

Mr. Steven Mow Project Manager Hawaii Department of Health Hazard Evaluation and Emergency Response Office 919 Ala Moana Boulevard, Room 206 Honolulu, Hawaii 96814

> Re: Voluntary Response Program Agreement No. VRP 30, Grace Pacific Corporation - Lower Makakilo Quarry

Dear Mr. Mow:

This letter is written in accordance with Section 20.6, Modifications, of the Voluntary Response Program Agreement between Grace Pacific Corporation and the State of Hawaii, Department of Health, dated October 2011. Section 20.6 provides that the "Agreement may be amended in writing by mutual agreement of the Department and the Requesting Party and shall be effective upon the date the change is signed by both parties and such amendment shall be deemed incorporated into the Agreement."

#### 1. Amendment of List of Contaminants.

Grace Pacific Corporation requests that Exhibit A, Attachment 2 of the Agreement, entitled List of Contaminants and Specific Media be amended to add "Chlordane" to the list of Contaminants.

#### 2. Amendment of Property Description.

Grace Pacific Corporation requests that Section 6 be amended as follows:

The Property is identified by the City and County of Honolulu Property Assessment Division as Tax Map Key ("TMK") (1) 9-1-016:004. The Property is composed of the Grace Pacific Lower Makakilo Facility, located at 91-920 Farrington Highway, Kapolei, Hawaii. The Property subject to this Agreement does not include the area subject to the Easement Grant dated June 21, 1973, in favor of the State of Hawaii for the establishment and maintenance

Mr. Steven Mow September 20, 2012 Page 2

Mr. Sutterfield

Mr. Creps Mr. Shacat

cc:

of an Energy Corridor. A detailed property description, <u>including</u> the Easement Grant to the State of Hawaii, is included in Exhibit A, Attachment 1.

We note that Exhibit A, Attachment 1, Legal Property Description, does not require an amendment. The legal description of Parcel 1 references the June 21, 1973 Grant of Easement for the State Energy Corridor in paragraph 5. The legal description of Parcel 2 references the June 21, 1973 Grant of Easement for the State Energy Corridor in paragraph 9.

For your reference, we enclose herewith copies of (1) the June 21, 1973 Grant of Easement for the State Energy Corridor and (2) a map of the current configuration of Lot 2544-A showing the State Energy Corridor as "Easement 714 (Map 227)."

Yours very truly,

Lisa Woods Munger,

Please indicate your agreement by signing below.

Mr. West Mr. Chong	
The undersigned hereby agree to modification set	forth above.
For Grace Pacific Corporation, the Requesting Party	For The State of Hawai'i, Department of Health
By: Robert Creps Senior Vice President  Dated: 9/19/12	By:  KEITH E. KAWAOKA,  D. Env., Program Manager  Hazard Evaluation and Emergency Response Office  Dated:

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ph. 521-5032

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OFFICE OF THE ASSISTANT PLG.STRAR LAND COURT

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RECOPDATION REQUESTED BY:

STATE OF HAWAII

AFTER RECORDATION, RETURN TO:

TED T. TSUKIYAMA

Special Deputy Attorney General

Suite 887, Kendall Bldg.

888 Mililani Street

Honolulu, Hawaii Phone: 531-5032.

RETURN BY: MAIL ( ) PICKUP ( x)

#### EASEMENT GRANT

THIS INDENTURE, made this 2/sf day of \_\_\_\_\_\_\_,

1973, by and between ALAN S. DAVIS, M. L. RANDOLPH, FRED E.

TROTTER, and H. C. CORNUELLE, Trustees under the Will and

of the Estate of James Campbell, Deceased, hereinafter called

"GRANTOR", and OAHU SUGAR COMPANY, LIMITED, hereinafter called

"LESSEL", and the STATE OF HAWAII, by its Director of Trans
portation, whose principal place of business and post office

address is 869 Punchbowl Street, Honolulu, City and County of

Honolulu, State of Hawaii, hereinafter called "GRANTEE",

#### WITNESSETH:

WHEREAS, GRANTEE proposes to establish, maintain, manage and control an Energy Corridor from Barbers Point to Honolulu Harbor for the purposes of transporting primarily by underground pipelines, sources of energy, pursuant to the provisions and authority of Chapter 277, Hawaii Revised Statutes; and

WHEREAS, in order to establish, maintain, manage, operate and control the Energy Corridor, GRANTEE requires

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certain easement rights in property wheel by GRANTOR and leased to LESSEE (hereinafter referred to as "Easement Area"), located within Section I (Barbers Point-West Loch) of the Energy Corridor Project, and GRANTOR and LESSEE are willing to grant said easement rights upon the terms and conditions and for the consideration hereinafter provided.

NOW, THEREFORE, GRANTOR and LESSEE, for and in consideration of the sum of FIFTY-ONE THOUSAND THREE HUNDRED AND MO/100 DOLLARS (\$51,300.00) paid by GRANTEE, the receipt whereof is hereby acknowledged, and of the terms, covenants and conditions herein contained, and on the part of GRANTEE to be observed and performed, do hereby grant, bargain, sell and convey unto GRANTEE, its successors and assigns, forever, an exclusive and perpetual easement and right-of-way for the construction, installation, maintenance, repair, operation and replacement of a basically underground energy transmission system and other appurtenant equipment and facilities, together with (1) limited surface rights as may be required for the installation of pumps, boosters, valves, boxes, manholes, vents, cathodic test station and other appurtenant equipment and (2) limited airspace rights as may be required for the installation and suspension of pipelines and appurtenant equipment and facilities over any stream, drainage channel, flood control channel, gulch, ditch and other similar crossings, in, under, along, upon, over and through said Easement Area, being portions of lands described in Schedule "A" attached hereto and made a part hereof and shown on those certain Rights-of-Way Haps filed in the Office of the Harbors Division, Department of Transportation, State

of Hawaii, subject, however, to all of the restrictions herein imposed concerning the construction of such energy transmission system.

TOGETHER with the right of ingress to and egress from said Easement Area over adjacent lands of GRANTOR and leased to LESSEE for all purposes in connection with the rights granted hereby and temporary work space, wherever necessary for such purposes.

TO HAVE AND TO HOLD the said easement in and right-of-way over said Easement Area unto GRANTEE, its successors and assigns, forever.

The parties hereto mutually covenant and agree as follows:

- 1. GRANTEE shall not use nor permit the use of said Easement Area by its licensees, lessees and assigns (said licensees, lessees and assigns shall hereinafter be referred to as "users") for any purpose other than for the purposes set forth in Chapter 277, HRS-Energy Corridor, viz., for the construction, installation, operation, maintenance, repairand replacement of said pipelines, pumps, boosters, valves, boxes, manholes, vents, cathodic test stations and other appurtenant equipment necessary and required for the transportation of sources of energy under, upon or above said Easement Area.
- 2. GRANTOR and LESSEE, as their interests may appear, reserve and retain all rights possessed by them, respectively, within said Easement Area other than as are hereby conferred and agreed to be conferred upon GRANTEE, including the right of usage of the general surface and such

portions of the airspace and sub-surface as limited hereafter, of and within said Easement Area (including the right to cultivate sugar came crops thereon; to plow to a maximum depth of 42 inches below the surface thereof and, in the case of arable land, 42 inches below the bottom of the furrow; to lay, operate, maintain, repair and remove pipelines, conduits, drains or wire lines above, upon or below the surface thereof which do not interfere with said energy transmission facilities; to construct, use and maintain truck crossings through, over and across the surface thereof, the cost of reinforcing said truck crossings to be paid by GRANTEE in the event reinforcement thereof shall be deemed necessary by reason of the energy transmission system installed, constructed and operated therein) and any other usage of such retained surface, sub-surface and limited airspace and sub-surface rights which does not (1) interfere with the operations of GRANTEE, or its users, therein or with the proper placement, operation, maintenance and repair of, or (2) cause damage to, the installation and facilities within said Easement Area, but GRANTOR and LESSEE shall not erect or place any permanent buildings, structures or improvements of any kind on, above or below the surface of the Easement Area unless (i) it can be established that the same shall not unreasonably interfere with GRANTEE's access to the Easement Area or the construction, maintenance, operation, management, repair and removal of, or access to, said energy transmission system within the Easement Area and (ii) plans for said building, foundation, structure or other improvement shall be first approved in writing by GRANTEE, through its Director of

Transportation; provided, however, that GRANTEE shall in no event arbitrarily or unreasonably withhold its approval, delay granting its approval for more than thirty days, or make any change therefor.

- 3. Upon the completion of any construction, installation, maintenance, repair or removal work by GRANTEE
  and/or its users as may occur from time to time, GRANTEE
  and or its users shall restore the surface of the ground
  within the Easement Area and the access and work areas
  to their original condition to the extent that such restoration is reasonably possible.
- 4. LESSEE will be compensated by GRANTEE in accordance with Schedule "B" attached hereto and made a part hereof, for any damage caused by GRANTEE or its users to LESSEE's crops. Damage caused by GRANTEE or its users to any roadways and facilities belonging to GRANTOR and LESSEE, or either of them, shall be repaired forthwith by GRANTEE or its users and if not reparable, GRANTEE or its users shall pay as damages therefor the reasonable value thereof. GRANTEE or its users shall at their own cost, and in accordance with plans prepared by GRANTEE and approved by GRANTOR and LESSEE, relocate any existing structures, pipes, equipment or other facilities belonging to GPANTOR or LESSEE necessitated by the construction, installation and operation of the energy transmission system, over, upon or within the Easement Area. During the construction and installation of facilities, GRANTEE or its users will remove all damaged crops from the Easement Area and the working area before the end of each working day.
- 5. GRANTEE, to the extent permitted by law, and/or its users shall indemnify GRANTOR and LESSEE against any liability for any damage to real or personal property or injury

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to or death of persons when such damage, injury or death is caused by GFARTER and/or its users in the exercise of the rights granted under this easement grant, the acquisition or taking; and when GRANTER itself is determined to be liable under the provisions of Chapter 662, Hawaii Revised Statutes, GRANTER shall submit a request for a legislative appropriation to pay for any such damage, injury or death.

tractors of any users to take out and maintain during the life of any construction work undertaken hereunder comprehensive liability insurance in form and content acceptable to GRANTOR and LESSEE, covering injury and damage to persons and property, including wrongful death and personal injury liability, specifically naming GRANTOR and LESSEE as additional assureds therein, in a single limit amount not less than \$3,000,000.00. In addition, such policy or policies shall contain the following statements:

"Ten (10) days notice of cancellation or change will be given to the Estate of James Campbell, 828 Fort Street Mall, Suite 500, Honolulu, Hawaii 96813, and Amfac, Inc., Risk Analysis Dept., P. O. Box 3230, Honolulu, Hawaii 96801, before any cancellation or change of this policy will be effective. This insurance includes coverage for the liability assumed pursuant to the Easement Grant from the Trustees of the Estate of James Campbell and Cahu Sugar Company. Limited, to the State of Hawaii, dated

CRANTEE shall also require its users and the contractors of any users to maintain in force with sureties satisfactory to GRANTOR and LESSEE, bonds in form and content satisfactory to GRANTOR and LESSEE, in an amount not less than the contract

price guaranteeing completion of such construction in accordance with approved plans, free and clear of any and all mechanics or materialmen's liens. Such bonds shall name GRANTOR and LESSEE as obligees and shall contain provisions concerning cancellation similar to those hereinbefore set forth with respect to comprehensive liability insurance.

- 7. The construction, maintenance, operation, management, repair and removal of, and access to, said energy transmission system and the easement acquired by GRANTEE shall be subject to, the following conditions and agreements:
- a. Unless otherwise authorized by GRANTOR and LESSEE, the pipelines of users shall be installed (measured from top of pipe) at a minimum depth of 48" below the level of any existing or proposed road and drainage improvements, at a minimum depth of 42" below the bottom of the furrow in the case of arable land and at a minimum depth of 42" beneath the surface of all other areas.
- b. The general surface, sub-surface and air rights within the Easement Area are reserved to GRANTOR and LESSEE for all purposes consistent with the limitations imposed by paragraph 2 above.
- c. As it is recognized that the Energy Corridor is planned to pass through GRANTOR's Industrial Park, as that park may be expanded, and through the area identified as GRANTOR's proposed new Ewa town development, both of which are shown in Schedule "C" attached hereto and made a part hereof, GRANTOR and LESSEE reserve the right to require relocation of any portion or portions of the underground energy transmission facilities which physically conflict or interfere

with the improvements and facilities to be installed for such future land development, solely at the cost of GRANTEE, its users or its assigns, provided that GRANTEE, its users and assigns, shall not be required to relocate any given portion of such facilities more than one time at its or its users' cost. Recognizing that a special problem potentially exists with respect to the failure of the State to follow Farrington Highway in a few instances (shown on Schedule "E" attached hereto and made a part hereof), in addition to the rights hereinabove specified the GRANTOR may require the State, its users and assigns to relocate such deviant portions of the underground energy transmission facilities to follow an alignment along and abutting Farrington Highway if and to the extent the failure to follow Farrington Highway impedes the efficient use of the land in which such deviant portions have been located.

d. GRANTEE will require its users to consult with GRANTOR and LESSEE prior to locating their pumps, valves, boxes and other appurtenant equipment installed upon or above the surface of the Easement Area and such equipment shall be installed in such locations and in such manner as shall be aesthetically pleasing, shall not unreasonably interfere with cane cultivation operations or cause additional damage to GRANTOR or LESSEE, and shall not create hazards to persons and property. Each user must negotiate and pay compensation and damages, if any, for any surface or air rights which interfere with GRANTOR's use of the affected land or LESSEE's operations. Where portions of the Easement Area, by reason of the nature of the use by the users and governmental sanctions or regulations, are not and cannot be leased by GRANTOR for

productive use to others, GRANTER will itself or through its users then maintain that portion of the surface of the Easement Area in a clean, neat and attractive condition.

- e. The grant of easement is for primarily underground energy pipelines with limited surface and airspace rights as set forth in paragraph 2 above, and GRANTEE shall itself or through its users provide all necessary protection of such lines and equipment, including protection from damage caused by electrolysis arising out of or in connection with the operation of any cathodic protection system.
  - f. GRANTEE shall require all its users to indemnify and hold harmless GRANTOR and LESSEE from and against any and all claims and demands for loss or damage, including personal injury and wrongful death, arising out of or in connection with the exercise of any rights granted by or facilities installed in the Easement Area for the purposes envisioned by this easement grant, including, without limitation, that arising out of or in connection with the use of the access roads and temporary work areas, and from and against any and all liens incurred or suffered by such users, including mechanics' or materialmen's liens; and GRANTEE shall require all users to maintain in full force and effect during their use of the facilities, liability and property damage insurance, naming GRANTOR and its lessees as additional assureds, with coverage and in limits not less than those provided in paragraph 6 above and, as a condition precedent to any work which might give rise to a mechanic's or materialmen's lien, a bond or bonds as set forth in paragraph 6 above. Moreover, GRANTOR and LESSEE shall have the right, at any time

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that GUANTO? and LESSES shall reasonably determine the limits of any such insurance policies to be inadequate, to request their increase and such limits will be increased if it shall appear that prudent businessmen in similar situations would maintain policies with such increased limits.

- g. GRANTEE will pay or cause the users to pay all damages caused by leakage of petroleum or other products, including loss of profits from crops, replacement of land-scaping, removal of contaminated soil, etc.
- h. GRANTEE shall assume and pay crop loss, cane damage and other withdrawal costs, survey, documentation, Land Court filing, conveyance and general excise taxes, if any, related to obtaining the easement, including engineering and attorney's fees incurred by GRANTOR and LESSEE, said engineering and attorney's fees not to exceed \$6,000.00.
- i. GRANTEE will pay or cause its users to pay all taxes, assessments and other charges whatsoever now or hereinafter levied or assessed or becoming a charge against the land and improvements within the Easement Area by reason of the energy transmission system installed therein by GRANTEE or its users. GRANTOR and/or LESSEE will continue to assume and pay all taxes, assessments and charges now or hereinafter levied or assessed as are not related to nor based upon said energy transmission system or the activities of GRANTEE or its users therein.
- j. Any governmental permits necessary to be obtained for the use and construction within the Easement Area must be obtained by GRANTEE or its users.

- h. The grant of the easement will be subject to all existing rights of others as disclosed on Schedule "D" attached hereto and made a part hereof.
- licensees, grantees and assigns, the right to cross over or under the Easement Area with pipelines, drains, culverts, etc., at no charge or cost to GRANTOR and LESSEE, provided such crossing is effected consistent with the provisions of paragraph 2 above. So that all interested parties will know the location and extent of facilities constructed or installed within the Easement Area, an up-to-date set of "asbuilt" drawings will be maintained by the State Department of Transportation, a copy of which will also I provided GRANTOR and LESSEE, at no cost to either of them, within six months of the date of completion of any construction or installation within the Easement Area.
- m. The easement will automatically terminate in the event (i) it remains unused for a period of five (5) years or (ii) it is abandoned and remains unused for a period of one (1) year. In either event, if so requested by GRANTOR, GRANTEE or its users shall without delay remove all pipelines pumps, boosters, valves, boxes, manholes, vents, cathodic testing stations and all other appurtenant equipment and restore the surface of the ground within the Easement Area and the access and work areas to their original condition to the extent that such restoration is reasonably possible. Upon such termination GRANTEE will prepare, execute and deliver to GRANTOR an instrument evidencing the termination of terminating the rights herein granted.

- pay to LEGITZ and GRANTON, as their interests may appear, all crop loss camage, ground surface rental, and related engineering costs accruing or arising out of or caused by each of any additional installation of energy transmission facilities within or without the Easement Area during the life of the Easement Grant, in accordance with said Schedule "B", which will be attached to and incorporated in any document executed between GRANTEE and its users confirming the right to use the Easement Area. Damage caused by GRANTEE or its users to any roadways and facilities belonging to GRANTOR and LESSEE, or either of them, shall be repaired forthwith by the party causing such damage and if not reparable such party shall pay as damages therefor the reasonable value thereof.
- 8. GRANTEE shall not transfer, mortgage or assign any right herein granted or any right of interest in said Lasement Area, without the prior written consent of GRANTOR and LESSEE, provided that GRANTEE may license, lease or otherwise transfer the right of occupancy and use of a portion or portions of said Easement Area to users of said Energy Corridor, as provided by Chapter 277, Hawaii Revised Statutes, without such prior written consent of GRANTOR and LESSEE, if a true copy of the instrument granting the user such rights shall promptly be furnished GRANTOR and LESSEE and shall expressly provide that it is subject to the terms of this grant and such user shall therein expressly assume all obligations herein imposed on users.
- 9. All pipelines, pumps, boosters, valves, boxes, manholes, vents, cathodic test stations and other appurtenant facilities and ecuipment constituting parts of said

structed by GRANTEE or its users within said Lasement Area and otherwise maintained, operated, repaired or replaced by GRANTEE or its users, shall be and remain the property of GRANTEE or its users unless and until the easement should terminate and the GRANTOR should permit the GRANTEE and its users to transfer title thereto to the GRANTOR. Nothing herein shall be deemed to require the GRANTOR to accept title thereto it being the intent hereof that in such event such property will be removed as provided in paragraph 7 (m) above.

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- 10. GRANTOR does hereby covenant and agree with GRANTEE, its successors and assigns, that they are seised in fee simple of the herein described Easement Area; that they have done or suffered no act or thing whereby said premises are encumbered, and that the same is free and clear of and from all encumbrances, except as provided in said Schedule "D" attached hereto; that they have good right to sell and convey said easement affecting said Easement Area, and that they will and their successors in trust and assigns shall WARRANT AND DEFEND the same unto GRANTEE, its successors and assigns, forever, against the lawful claims and demands of all persons.
  - 11. The term "GRANTOR" wherever used herein shall include the Trustees under the Will and of the Estate of James Campbell, in their fiduciary and not in their individual capacities, their successors in trust and assigns; the term "LESSEE" shall include Oahu Sugar Company, Limited, its successors and assigns; and the term "GRANTEE" wherever used herein shall include the State of Hawaii, its licensees,

contractors, representatives, successors and assigns; and this instrument shall be binding upon and inure to the benefit of the parties hereto and their respective successors in trust, successors and assigns.

The same of the sa

12. This easement grant may be amended by written instrument of subsequent date consented to and signed by all the parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

APPROVED AS TO FORM:

Special Deputy Attorney General M. M. Man

Fred E. Vrotter

Trustees under the Will and of the Estate of James Campbell, Deceased

"GRANTOR"

OAHU SUGAR COMPANY, LIMITED

Its VICE PRESIDE

Its ASSISTANT SECRETARY

"LESSEE"

STATE OF HAWAII

By G Oliver Michigan Director of Transportation

"GRANTEE"

On this 76 day of 1973, before me personally appeared ALAN S. DAYIS, M. L. RANDOLPH, FRED E. TROTTER and Market Company. Trustees under the Will and of the Estate of James Campbell, Deceased, to me known to be the persons described in and who executed the foregoing instrument and severally acknowledged that they executed the same as their free act and deed as such Trustees.

Notary Public, First Judicial Circuit, State of Hawail.

My commission expires: 7-7-7X

STATE OF HAWAII ) ) ss.
CITY AND COUNTY OF HONOLULU )
On this 2/54 day of June, 1973, before
me appeared HARRY Y. SOO and J. E. LOOMIS
to me personally known, who, being by me duly sworn, did say
that they are the VICE PRESIDENT and ASSISTANT SECRETARY
respectively, of OAHU SUGAR COMPANY, LIMITED, a Hawaii corporation; that the seal affixed to the foregoing instrument is the
corporate seal of said corporation; that said instrument was
signed and sealed in behalf of said corporation by authority
of its Board of Directors and that said
andacknowledged said instrument to be
the free act and deed of said corporation.

Notary Public, First Judicial Circuit, State of Hawaii.

Hy commission expires: Nov. 30,1976.

CITY AND COUNTY OF HOROLULU

on this day of Cujun, 1973, before me personally appeared E. ALVLY WRIGHT, Deputy N. Director of the Department of Transportation, State of Hawaii, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.

Notary Public, First Judicial Circuit, State of Hawaii.

My commission expires: 1/25/74

#### Schedule "A"

Lot 70-B, Map 132, L.C. Appl. 1069, TCT 15790

Lot 1347-A, Map 229, L.C. Appl. 1069, TCT 15790

Lot 1344-A-2, Map 227, L.C. Appl. 1069, TCT 15790

Lot 1236-B-1, Map 227, L.C. Appl. 1069, TCT 88226

Lot 1343-A, Map 227, L.C. Appl. 1069, TCT 15796

Lot 225, Map 36, L.C. Appl. 1069, TCT 15790

Lot 226-A-1, Map 227, L.C. Appl. 1069, TCT 15790

Lot 228-A, Map 227, L.C. Appl. 1069, TCT 15790

- Exclusion 1, L.C. Appl. 1069, Remnant "E"

Lot 2496, Map 228, L.C. Appl. 1069, TCT 15790

Lot 20, Map 12, L.C. Appl. 1069, TCT 15790

Lot 35, Map 13, L.C. Appl. 1069, TCT 15790

Lot 44, Map 11, L.C. Appl. 1069, TCT 15790

#### SCHIDULE "R"

#### Pasis for Computing Rental or Crop Damages Due Grantor or Lessee

TYPE OF LAND:

Class I. Land used in the production of sugar cane, i.e. cane land and contributory land.

Compensation for crop damage shall be paid in the event land is either occupied by the State and/or its users or is kept out of production because of interference or interruption due to the State's and/or its users' occupancy of adjacent lands.

Compensation for such crop damage per acre during any period of occupancy of ground surface for a period not exceeding 24 months = \$1,600 x GP 163.42

where GP is the gross proceeds per ton of 96° raw sugar comprised of the return from the sale of 96° raw sugar and receipts from the sale of molasses, all as reported for its Ewa division lands by the Lessee to the Trustees of the Estate of James Campbell for the preceding year, provided, however, that in the event of an increase of real property taxes per acre paid by the Lessee with respect to the Easement Area, the \$1,600 constant will be adjusted to reimburse the Lessee for any increase in real property taxes then paid per acre by the Lessee (it being agreed that the sum of \$19.80 represents the initial allocation per acre to real property taxes for a 24-month period).

Damages shall be payable upon completion of ground surface occupancy by the State and/or its users or 24 months from date of occupancy, whichever first occurs.

If said occupancy exceeds 24 months, the damages for the period in excess of 24 months shall be computed beginning at the end of the preceding 24-month period as per above formula and for each succeeding 24-month period.

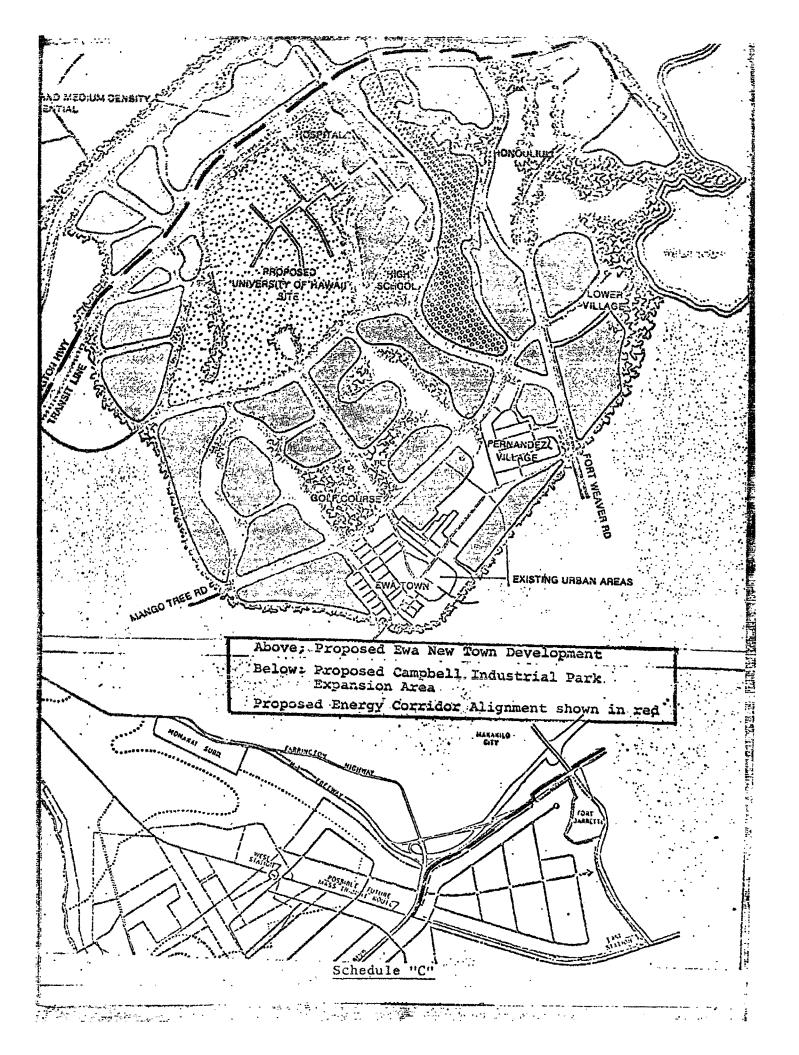
Compensation for crop damages arising after conveyance of the easement shall be paid by the State or its user(s) within a reasonable time after each occurrence of crop damage for which a claim has been filed.

Class II. Ground rent payable for all other lands of Grantor or Lessee.

Ground rental for ground surface occupancy by the State or its user(s) shall be seven per cent (7%)

of the "100 per cent market value" as determined from current tax assessed values for the period of each such occupancy.

Ground rental shall be payable upon completion of ground surface occupancy or 24 months from date of said occupancy, whichever first occurs.



#### Schedule "D"

Encumbrances affecting the Easement Area:

- 1. All lands (except Lot 1236-B) are subject to:
  - (A) Unrecorded lease dated April 23, 1963, as amended: and
  - (B) Lease dated January 2, 1929, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 1155, at Page 66, noted on Certificate of Title No. 15790;

both as amended by unrecorded instrument dated April 16, 1970, effective January 1, 1970, for a term of 25 years commencing January 1, 1970, said leases, as amended, running in favor of Oahu Sugar Company.

- 2. Lot 43 (Map 11) is subject to:
  - (A) Easement 189 (Map 87) for pipeline purposes.
  - (B) Easement 50 (Map 11) being Palehua Road.
  - (C) Unrecorded grants of rights of way for ingress and egress to various lessees of the Lessors over and across Easement 50.
  - (D) A lease of right of way to Hawaiian Telephone Company for ingress and egress and for pole lines over Easement 50, dated July 1, 1948, for a term expiring July 1, 1978, filed as Land Court Document No. 129695.
  - (E) A lease of right of way to Hawaiian Telephone Company for pole and wire lines and underground power lines dated September 22, 1955, for a term ending July 1, 1978, filed as Land Court Document No. 182269.
  - (F) An unrecorded lease of certain premises to Hawaiian Electric Company, Limited, for a Substation site and a right of way for a pole line, dated December 22, 1937, for a term ending December 22, 1957, and from year to year thereafter.
  - (G) Unrecorded lease of right of way to Hawaiian Electric Company, Limited, for pole lines,

- dated December 8, 1961, on a year to year basis.
- (H) A letter permit to Hawaiian Electric Company, Limited, to install and maintain a transformer appurtenant to its substation described in (P), dated April 6, 1962, for a period ending December 31, 1978.
- 3. Lot 44 (Map 11) is subject to:
  - (A) An unrecorded grant of right of way for utility purposes to Hawaiian Electric Company, Limited, dated December 8, 1937, for a term ending December 31, 1978.
- 4. Lot 70-B (Map 132) is subject to:
  - (A) Easement 199 (Map 106) for pipeline purposes.
  - (B) Grant of a perpetual right of way within Easement 199 for underground pipe lines and appurtenances and for poles and overhead and underground wires to Standard Oil Company of California, dated June 23, 1959, filed as Land Court Document No. 240190.
- 5. Lot 228 (Map 36) is subject to:
  - (A) Easement 190 (Map 88) for pipeline purposes.
- 6. Lot 1236-B (Map 137) is subject to:
  - (A) Easement 306 (Map 134) for underground cable purposes.
  - (B) A perpetual easement for underground communication cable and appurtenances in Easement 306 to be granted to the United States of America. (Cable has been installed).
  - (C) Unrecorded Development Agreement by and between the Campbell Estate and Finance Realty Company, Limited, dated October 26, 1960.
- 7. Lot 1343 (Map 139) is subject to:
  - (A) A grant of a right of entry and temporary easement, dated March 10, 1969, to Hawaiian Telephone Company for the construction and maintenance of a cross connect hut. A formal easement document is in the process of being prepared.

- (B) Easement 7 (Map 3) for underground cable purposes.
- (C) Grant of a perpetual easement over Easement 7 for underground cables to the United States of America, dated October 26, 1967, filed as Land Court Document No. 433298
- 8. Lot 1347 (Map 142) is subject to:
  - (A) Easement 5 (Map 1) for access purposes.
  - (B) Easement 148 (Map 67). U.S. Army Communications cable installed.

(NOTE: All maps above referred to are filed in the Office of the Assistant Registrar of the Land Court of Hawaii with Land Court Application No. 1069)

9. Lots 70-B (Map 132) and 1347 (Map 142) are subject to:

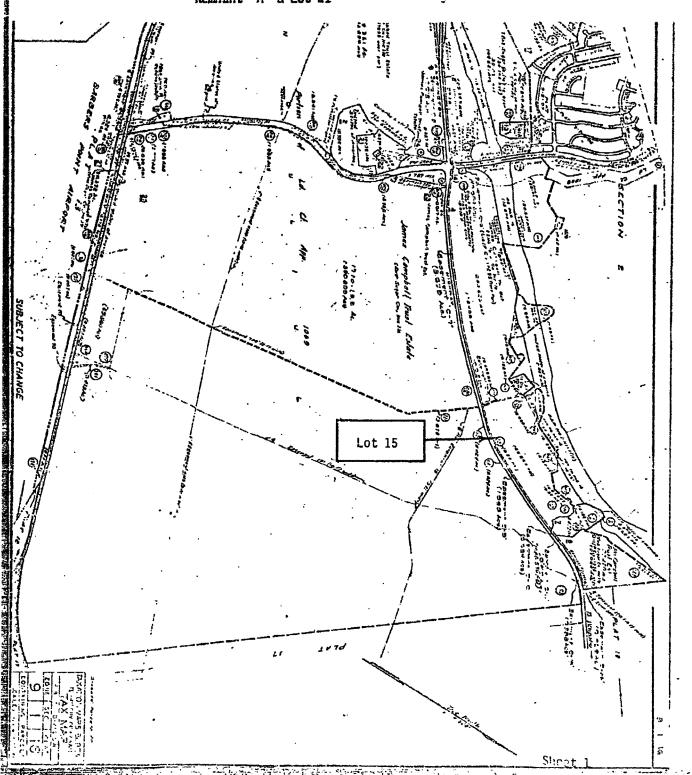
Commitments by the Estate to Dillingham Corporation and Continental Oil Company under the terms of their leases dated December 24, 1969, and March 28, 1969 (a short form of said leases dated February 12, 1970, and January 8, 1970, are filed as Land Court Document Nos. 495516 and 495517, respectively) to grant underground pipeline easements from the demised premises to a point connecting with the U.S. Navy railroad right-of-way or to a point connecting to the nearest public highway.

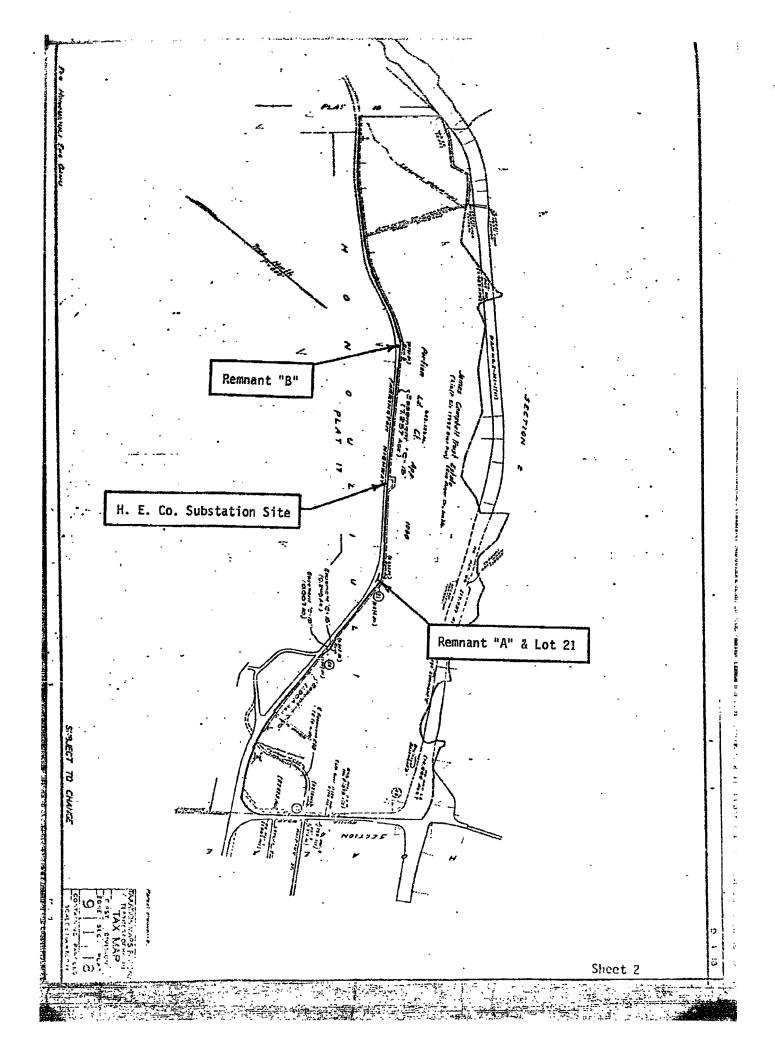
(NOTE: Easements 189, 190 and 5 continue to encumber the certificate of title but no current easement use is being made of them.)

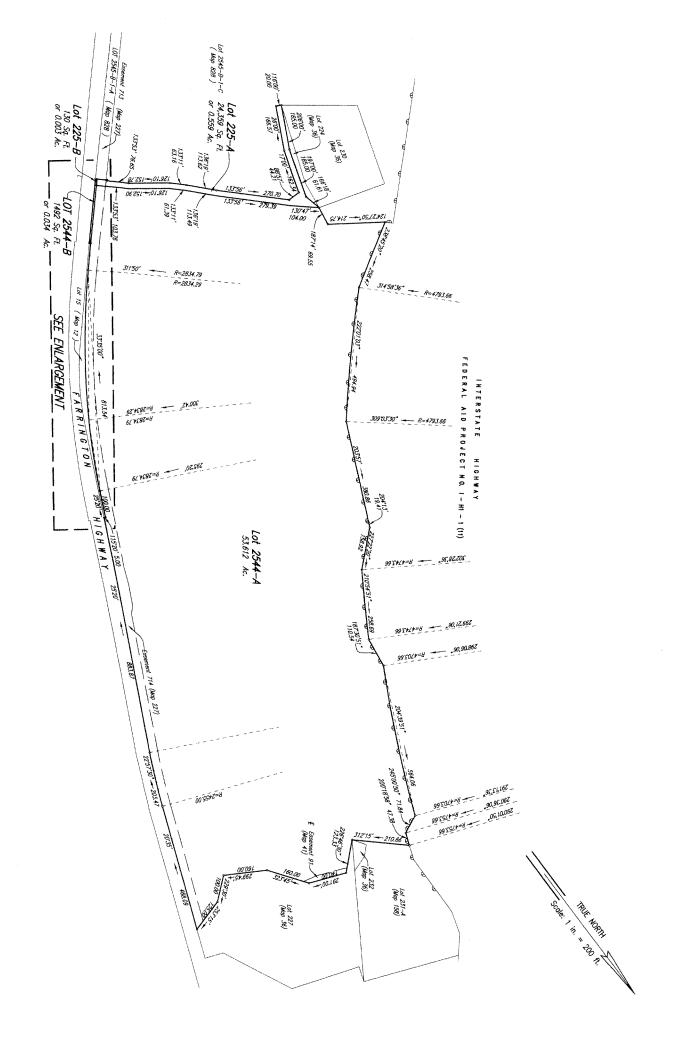
# SCHEDULE "E" REMANT LOCATION HAP

Reference is to Hawaii State Energy Corridor Right of Way maps, Section 1, on file in Division of Harbors, Department of Transportation, State of Hawaii, as follows:

Lot 15	Sheet	5
Remmant "B"	п	7
H. E. Co. Substation Site	Ħ	8
Remnant "A" & Lot 21	a	q







## Makakilo Quarry, Hawaii

2012

APPENDIX P:

SCHEDULE OF WORK FOR VOLUNTARY RESPONSE PLAN DATED OCTOBER 8, 2012

#### GOODSILL ANDERSON QUINN & STIFEL

A LIMITED LIABILITY LAW PARTNERSHIP LLP

LISA WOODS MUNGER

ALII PLACE, SUITE 1800 • 1099 ALAKEA STREET HONOLULU, HAWAII 96813

> Mail Address: P.O. Box 3196 Honolulu, Hawaii 96801

Direct Dial: (808) 547-5744

INTERNET: lmunger@goodsill.com

TELEPHONE (808) 547-5600 • FAX (808) 547-5880 info@goodsill.com • www.goodsill.com

October 8, 2012

#### BY E-MAIL AND REGULAR MAIL

Mr. Steven Mow Project Manager Hawaii Department of Health Hazard Evaluation and Emergency Response Office 919 Ala Moana Boulevard, Room 206 Honolulu, Hawaii 96814

Re: Voluntary Response Program Agreement No. VRP 30,

Grace Pacific Corporation - Lower Makakilo Quarry

Dear Mr. Mow:

This letter is written in accordance with Exhibit B, Attachment 1 of the Voluntary Response Program Agreement between Grace Pacific Corporation and the State of Hawaii, Department of Health, dated October 2011. Exhibit B, Attachment 1, entitled "Schedule of Work, Voluntary Response Action," provides that an addendum to this Agreement will be prepared setting forth the Schedule of Work. The following is the Schedule of Work for this Voluntary Response Program:

Task	Milestone	<b>Date of Completion</b>
1	Summary of Past Environmental Work	10/1/2012
2	General Work Plan	11/1/2012
3	Detailed Work Plan	12/1/2012
4	Site Characterization	12/1/2013
5	Environmental Hazard Evaluation	7/30/2014
6	Remedial Action Alternatives	10/30/14
7	Public Participation Plan/Draft Response Action Memorandum	3/30/15

Mr. Steven Mow October 8, 2012 Page 2

8	Final Response Action Memorandum	7/30/2015
9	Remedial Action	12/1/2015
10	Letter of Completion	12/1/2016

It should be noted that the Schedule of Work is subject to change throughout the VRP process as appropriate due to site-specific conditions.

As we discussed in our meeting on September 17, 2012, Grace Pacific Corporation plans to begin Task 4, Site Characterization, in March of 2013. We plan to submit preliminary site characterization reports as individual decision units are investigated, and we plan to begin removal and remedial action in individual decision units following their characterization. Thus removal and remedial action will be coordinated with the Department of Health. However, given the size and complexity of the Lower Quarry Site, the VRP Final Site Characterization Report may not be completed until April of 2015 and Remedial Action may not be completed until December of 2016.

At this time, we anticipate that remedial action will continue at the Lower Makakilo Quarry site past November 6, 2014. Accordingly, Grace Pacific Corporation will rely on Hawaii Revised Statutes §128D-23, Exemption from state and county permits, to complete the removal and remedial actions in a timely manner. As you know, section 128D-23 provides:

No state or county permit shall be required for the portion of any removal or remedial action conducted entirely on site where such response action is carried out in compliance with this chapter, or where such removal or remedial action is in response to a release of a hazardous substance or pollutant or contaminant that occurred in or on the coastal waters of the State and such removal or remedial action is carried out in compliance with this chapter, the National Contingency Plan, or at the direction of a federal or state on-scene coordinator.

Mr. Steven Mow October 8, 2012 Page 3

call.

Should you have any questions concerning the foregoing, please do not hesitate to

Yours very truly,

Lisa Woods Munger

cc: Mr. Sutterfield

Mr. Creps

Mr. Shacat

Mr. West

Mr. Chong

## Makakilo Quarry, Hawaii

2012

APPENDIX Q:

CONTENTS OF DVD ACCOMPANYING 2012 ANNUAL REPORT

Grace Pa	cific Corporation Makakilo Quarry		
2012 Anr	nual Compliance Report - Contents of DVI	)	
Novembe	er 16, 2012		
folder	file name	type	size
2011 We	st Oahu Poster		
	West Oahu Poster 2011 Large	pdf	74.5 MB
	West Oahu Poster 2011 Medium	jpeg	16.6 MB
	West Oahu Poster 2011 E-mailable	jpeg	1.46 MB
2012 Ma	kakilo Quarry Digital Orthography		
	2012 Sept Box A (large)	tif	170 MB
	2012 Sept Box A Medium	pdf	1.60 MB
	2012 Sept Box A Small	jpeg	350 KB
	2012 Sept Box B (large)	tif	114 MB
	2012 Sept Box B Medium	pdf	1.54 MB
	2012 Sept Box B Small	jpeg	263 KB
	2012 Sept Box C (large)	tif	114 MB
	2012 Sept Box C Medium	pdf	1.79 MB
	2012 Sept Box C Small	jpeg	402 KB
	mq-9-12 overall Large	tif	1.64 GB
	mq-9-12 overall Medium	pdf	38.2 MB
	mq-9-12 overall Small	jpeg	615 KB
2012 We	st Oahu Poster		
	West Oahu Poster 2012 Large	pdf	58.6 MB
	West Oahu Poster 2012 Medium	jpeg	5.89 MB
	West Oahu Poster 2012 E-mailable	jpeg	1.27 MB
Makakilo	Quarry 2012 Topo Map		
	Makakilo Quarry 2012	dwg	4.50 MB
	Makakilo Quarry 2012	pdf	4.50 MB

# Makakilo Quarry, Hawaii

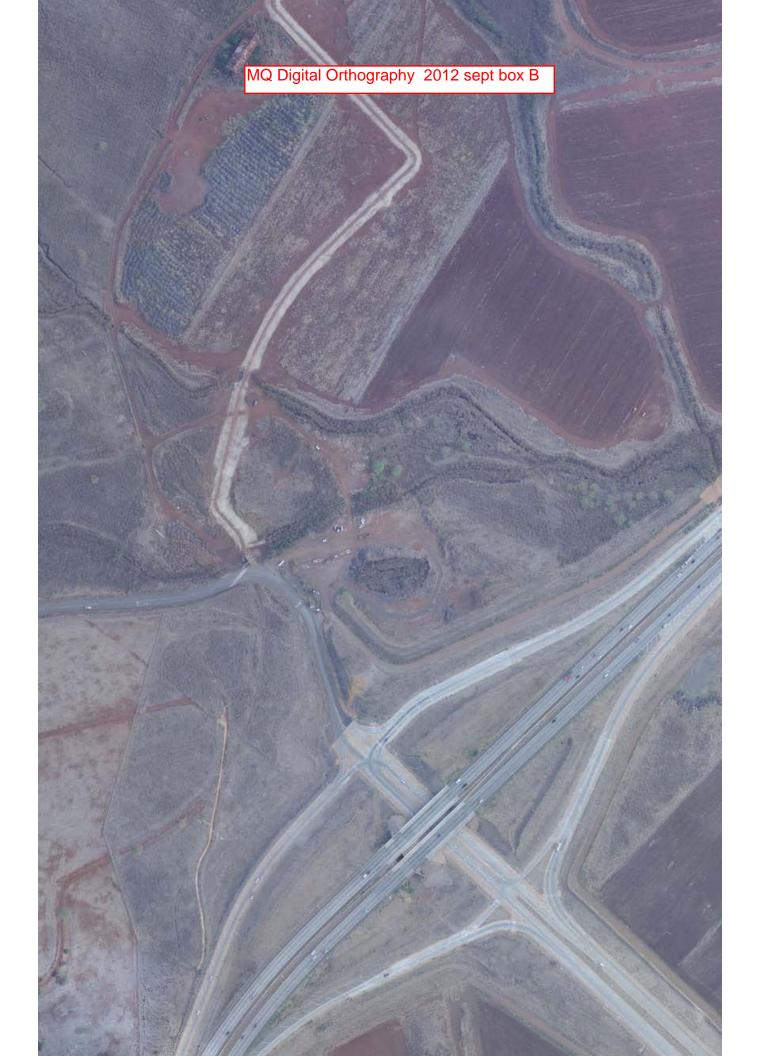
2012

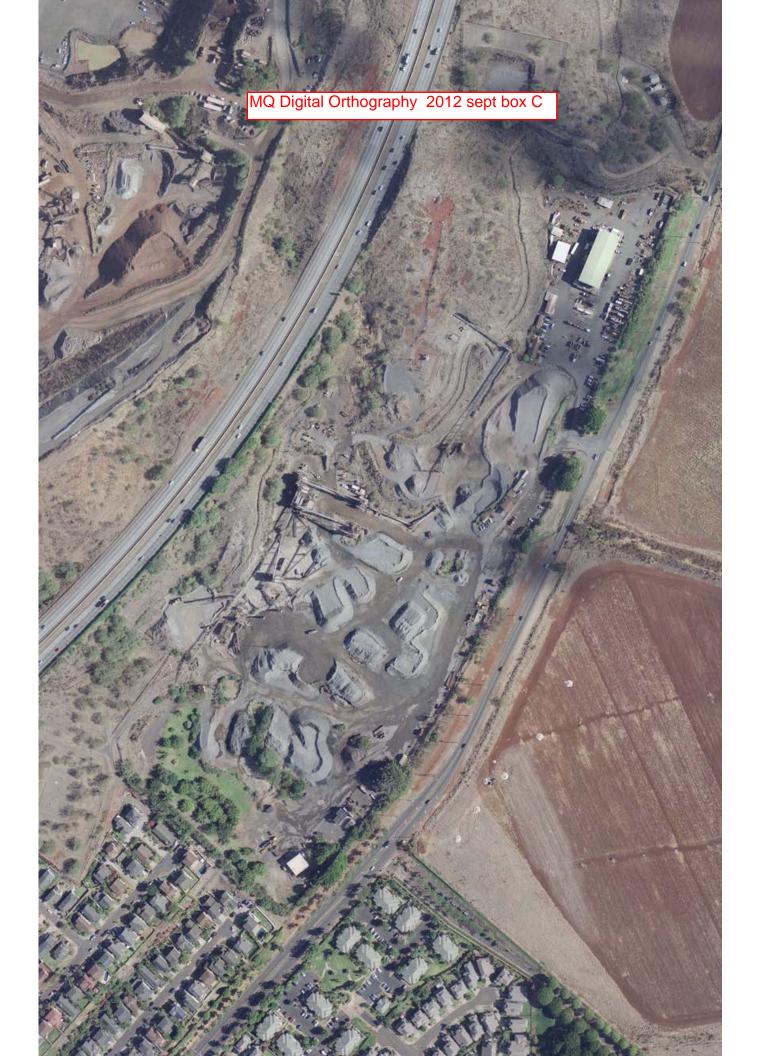
### APPENDIX R:

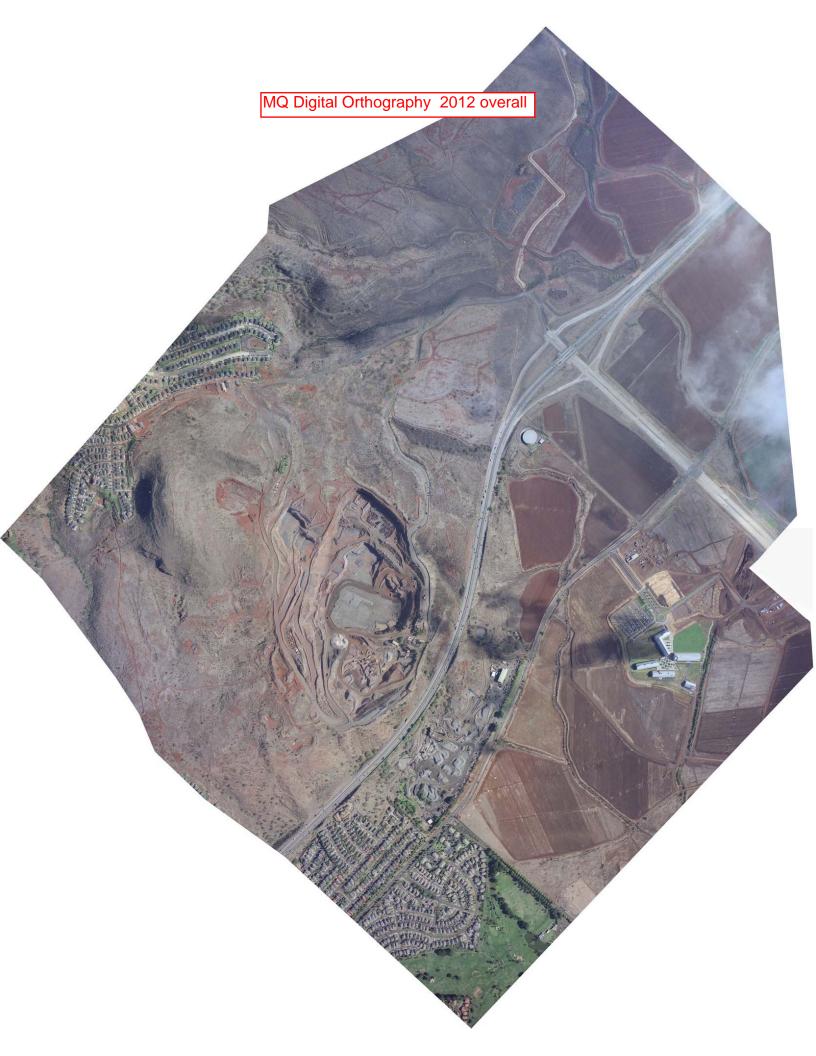
IMAGES ON DVD ACCOMPANYING 2012 ANNUAL REPORT

















# Makakilo Quarry, Hawaii

2012

APPENDIX S:

GRACE PACIFIC NOTICE OF DELAY IN REPORTING



Administrative Office (808) 674-8383 Paving Office Quarry Office

(808) 845-3991 (808) 672-3545

fax (808) 674-1040 fax (808) 842-3206 fax (808) 672-3998



November 7, 2012

Mr. Jiro Sumada, Deputy Director Department of Planning and Permitting City and County of Honolulu 650 South King Street Honolulu, Hawaii 96813

Dear Mr. Sumada,

I am writing to advise you that the submittal of the 2012 Annual Compliance Report for the Makakilo Quarry, required under Special Use Permit No. 2007/SUP-6, (LUC Docket SP73-147/Grace Pacific Corporation) and Conditional Use Permit No. 2007/CUP-91, and due November 8th, will be made on November 16<sup>th</sup>, as we have encountered a delay in internal preparation.

Sincerely,

Robert M. Creps

Senior Vice President Administration

**Grace Pacific Corporation** 

Robert hayo



Administrative Office (808) 674-8383 Paving Office Quarry Office

(808) 845-3991 (808) 672-3545 fax (808) 672-3998

fax (808) 674-1040 fax (808) 842-3206



November 7, 2012

Mr. Daniel Orodenker, Executive Officer Land Use Commission Department of Business, Economic **Development and Tourism** State of Hawaii PO Box 2359 Honolulu, Hawaii 96804-2359

Dear Mr. Orodenker,

I am writing to advise you that the submittal of the 2012 Annual Compliance Report for the Makakilo Quarry, required under Special Use Permit No. 2007/SUP-6, (LUC Docket SP73-147/Grace Pacific Corporation), and due November 8<sup>th</sup>, will be made on November 16<sup>th</sup>, as we have encountered a delay in internal preparation.

Sincerely,

Robert M. Creps

Senior Vice President Administration

**Grace Pacific Corporation** 

porter him