

MARCH 2021

PACIFIC HORIZONS SCHOOL

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USDA RURAL DEVELOPMENT ENVIRONMENTAL REVIEW

**PRE-APPLICATION REFERENCE NUMBER 10.766—
SCHOOL BUILDING FACILITY EXPANSION AND
CONSTRUCTION.**

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I. PROJECT DESCRIPTION AND LOCATION

Pacific Horizons School is a non profit 501(c)3 Private School located in the Ottoville / Tafuna village of American Samoa. Consisting of 7 main Buildings, PHS provides education from k4 to high school. The school is surrounded by residential housing, apartments, and churches. General entrance is on Road AS018 and entering into a side road, Jason David Street, also serving as an entry to Fatuoaiiga Catholic Church.

HISTORY OF FOUNDING OF PACIFIC HORIZONS SCHOOL

Pacific Horizons School (PHS) opened in September 1994 with six middle school students, two teachers, an armful of books, and lots of hopes. By the end of its first school year, the school boasted 14 students in fourth to ninth grades; students were taught together, with a focus on the individual needs of the different students. The cofounders of PHS, Mara Ashley and Don Hill, were also the first two teachers. Ashley and Hill founded the school to provide an innovative alternative to the more traditional schools on the island. Ashley and Hill envisioned a school that was student-centered and developed in students the skills necessary for the 21st century.

In the second year of PHS, the school had expanded to 40 students in first through eighth grades, and students were grouped in four classes. The school was officially recognized and received its certification from the American Samoa Department of Education in October 1995. Ashley and Hill continued to teach, and two more teachers joined the faculty. Hill left PHS and moved off-island during this second school year and was replaced in the classroom by Caroline Tuiolosega, a future director of the school. Ashley continued at PHS as a teacher and the school director for the next 18 years. A kindergarten was added in 1996, followed by a preschool (K3 and K4) in 1997. The PHS high school was added in 1999 and graduated its first two seniors in 2002.

Ashley and Hill decided on the school name – Pacific Horizons School – because it embodied the image of students heading in various directions towards their chosen horizons. Just as the ancient Polynesian navigators had learned the skills to successfully navigate and embark on their journeys throughout the Pacific region, so Pacific Horizon School helps students to chart their direction and build the skills necessary for successful journeys throughout their lives, which is the mission of the school. In keeping with the mission, the compass rose was adopted as the symbol for the school, and the students are called the Navigators.

<https://www.pacific-horizons-school.com/timeline>

Mission Statement & Goals

The mission of Pacific Horizons School is to help young people chart their direction and build skills necessary for a successful journey through life.

OUR GOAL is to develop self-esteem, respect for others, and a love of learning in PHS students.

https://www.pacific-horizons-school.com/about_us



PROJECT DESCRIPTION



Proposed areas of construction are highlighted in red. Pink Rectangle indicated existing containers incorporated into building structure.

Pacific Horizons School was developed utilizing a group of existing residential structures located on both sides of the same street. The street leads only to a Catholic church compound, has only two residences and therefore very limited traffic.

The Pacific Horizons School buildings have been modified over time to serve as offices, classrooms and other normal school functions. The school has grown and is in need of additional classrooms to accommodate the expanded enrollment.

The side of the proposed new classroom building is next to one of the existing classroom buildings and presently is the site of a recently acquired 5,000± square foot, one story, wood framed building with adjacent miscellaneous storage sheds all in very poor condition. The condition of these structures would make renovation very expensive while not satisfying the special requirements of the school.

The site is essentially level with a less than 1% fall that provides drainage. Since there are buildings on the site and the proposed new building will not exceed the footprint of the existing, there will be no additional storm water added to the drainage. There are existing sanitary, electrical and communications services adjacent to the site.

The proposed building will be an 4,000 square foot, one story classroom building with male and female toilets and paved parking.



II. LAND OWNERSHIP AND LAND USE

Pacific Horizons School Inc, a duly incorporated non profit, purchased property for use as an educational facility and other related non-profit activities.

The Purchase and Sale Agreement was made on May 25th, 2016 and was purchased through federal funding with USDA Rural Development, Rural Housing Service, United States of America.

Pacific Horizons School Inc. and USDA entered into a Leasehold Mortgage on May 25th, 2016.

The Leasehold Agreement and Purchase and Sale Agreements have been recorded with the Territorial Registrar of American Samoa. (See Appendix A.)



III. HISTORICAL PRESERVATION

American Samoa Historic Preservation Office

Government Organization

Established in 1970 in response to the National Historic Preservation Act of 1966, the American Samoa Historic Preservation Office (ASHPO) identifies, evaluates, registers, interprets and protects American Samoa's historic and cultural properties.

Government Organization

It is the responsibility of the American Samoa Historic Preservation Office to administer the Territorial Historic Preservation Program. American Samoa's strong indigenous culture and traditional system of communal land ownership impose special conditions of cultural sensitivity upon such an endeavor. A primary concern of the ASHPO is to fulfill its responsibilities in a manner that recognizes and honors these inherent cultural conditions.

In addition, the ASHPO sees itself as a service organization, working in partnership with Federal and Territorial agencies, village and district councils, private organizations and individuals to assist in compliance with applicable Federal and Territorial historic preservation laws and to raise the community's consciousness about historic preservation and its role in cultural maintenance. Specific areas of responsibility in the administration of the Territorial Historic Preservation Program include:

conducting an on-going comprehensive site identification of historic properties in the Territory and maintaining an inventory of such properties;

- identifying and nominating eligible properties to the National Register of Historic Places;
- advising and assisting Federal and Territorial agencies in carrying out their historic preservation responsibilities;
- consulting with appropriate Federal agencies on all undertakings that may affect historic properties in order to protect, manage, reduce or mitigate harm to such properties;
- ensuring that historic properties are taken into consideration at all levels of planning and development;

- providing public information, education and training, and technical assistance in historic preservation.

Hon. Lemanu Peleti Mauga
Governor

Talauega Eleasaro Ale
Lieutenant Governor



**Executive Offices of the Governor
American Samoa Historic Preservation Office
American Samoa Government
Pago Pago, American Samoa 96799**



Elvis Zodiactal
Director

Letitia M. Peau-Folau
Historic Preservation Officer

February 16, 2021

013-21HP

Genhall Manu'a Chen
Board Member
PHS Board of Directors

Re: Pacific Horizon School USDA Rural Development Funding – Section 106 Consultation

Talofa Mr. Chen:

I have reviewed the information you provided regarding Pacific Horizon School's new two-story building consisting of eight classrooms on the current school site. Based on my review and site visit, I have the following comments:

Due to the proximity of the project site to a "known archaeological site-Fatu-o-aiga Star Mound", I highly recommend archaeological monitoring of the area during ground disturbance for the project.

If you have any questions or concerns, please feel free to let me know.

This correspondence was provided upon the request of the Pacific Horizon School – Board of Directors for a Section 106 Consultation in order to assist the USDA with its Section 106 responsibilities under the National Historic Preservation Act of 1966, as amended.

If you have any questions concerning this correspondence please do not hesitate to contact me at (684) 699-2316.

Sincerely,

A handwritten signature in blue ink, appearing to read "L. M. Peau".

Letitia M. Peau
Historic Preservation Officer

cc: Director Elvis Zodiactal, ASHPO
ASHPO Review and Compliance Files

IV. THREATENED AND ENDANGERED SPECIES/ BIOLOGICAL RESOURCES

Department Marine Wildlife Resources American Samoa

Department of Marine and Wildlife Resources



LEMANU P. S. MAUGA
Governor

TALAUUEGA E. V. ALE
Lt. Governor

March 25, 2021

American Samoa Government
PO Box 3730
Pago Pago American Samoa 96799
TEL: (684) 633-4456
FAX: (684) 633-5944



TAOTASI ARCHIE SOLIAI
Director

SELAINA V. TUIMAVAVE
Deputy Director

TO: Genhall Manua Chen, Pacific Horizons School Board Member

FROM: Taotasi Archie Soliai, Director, DMWR

RE: Endangered Species Survey Request

DMWR was asked to review plans for the Pacific Horizons School Building Improvement and Construction Project (application submitted through the USDA Rural Development Grant/Loan Program) in regards to the US Endangered Species Act. The Territory of American Samoa has 5 terrestrial species listed as Endangered under the Endangered Species Act. Two of the species (Ma'o and Friendly ground Dove) are not present on Tutuila Island where the project is planned. One species, the Pacific sheath-tailed bat, has not been detected in American Samoa since 1998, and the location of this project does not have suitable cave habitat for the bat. The two listed land snails (*Eua zebrina*, Tutuila Tree Snail, and *Ostodes strigatus*) are present on the island of Tutuila, but mainly use native forest with an intact canopy as habitat.

As a result of the project site assessment conducted by the DMWR Wildlife Chief Wildlife Biologist Adam Miles, we concluded that the project will likely have no impact on terrestrial ESA species or their habitat since the project occurs in a previously disturbed location in a developed area with little or no native vegetation. This area also is known to contain invasive predatory snails and rats which likely have reduced or eliminated ESA snail species as well as other native snail species in the past. The disturbed habitat does not appear to be suitable for ESA snail species.

DMWR determined this project will unlikely have negative impacts on the populations or habitat of terrestrial ESA listed species found in American Samoa. For clarification of this determination, please contact my office at 633-4456.

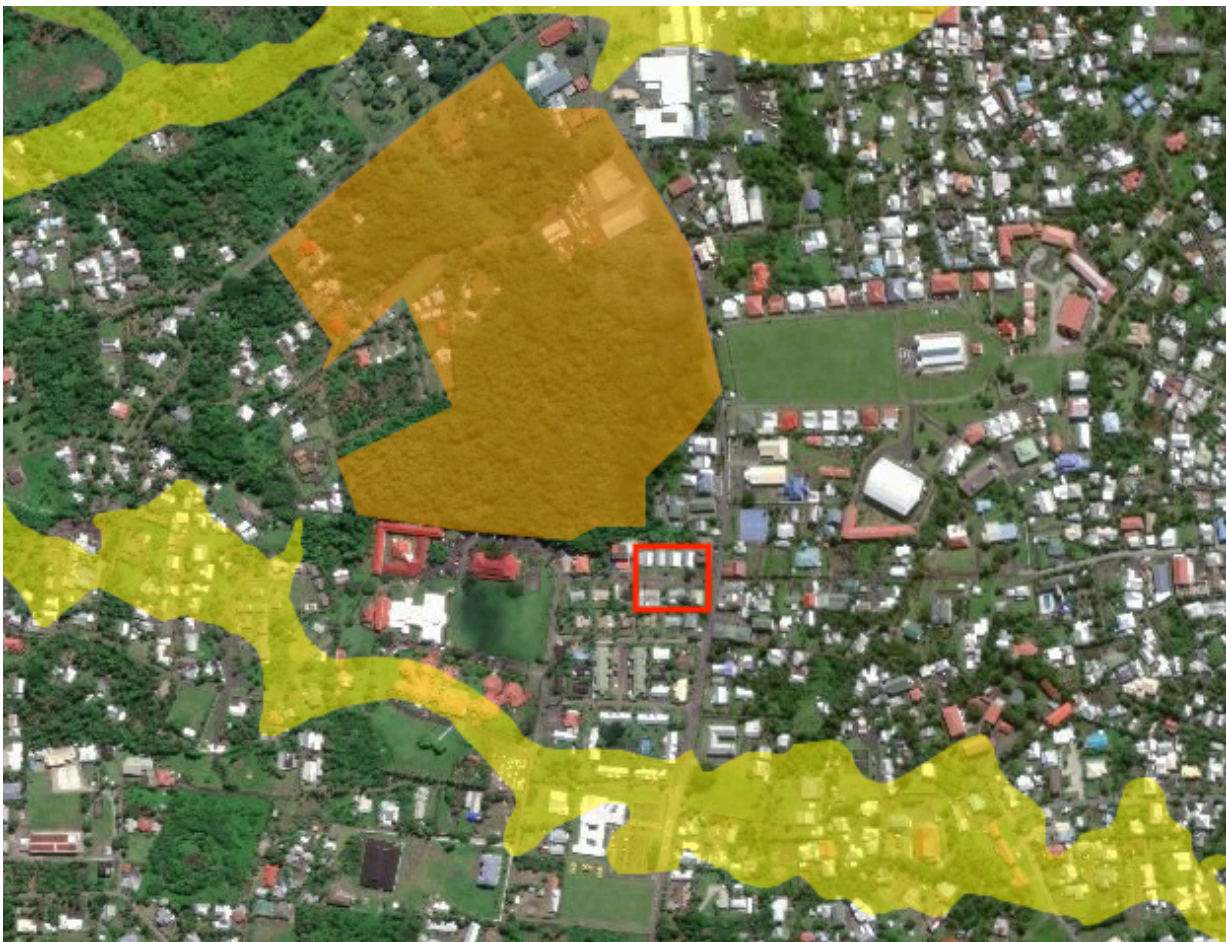
Thank you,


Taotasi Archie Soliai, Director, DMWR

Otherwise Protected Areas

Otherwise Protected Areas (OPAs) are a category of coastal barriers within the Coastal barrier Resources System (CBRS). OPAs are undeveloped coastal areas established under Federal, State, or local law, or held by a qualified organization, primarily for wildlife refuge, sanctuary, recreational, for natural resource conservation purposes. Flood insurance is restricted in OPAs, though OPAs may receive other forms of Federal assistance. OPAs are identified on FEMA FIRMs.

Orange
area
denotes
OPA.
<https://>



agsis.maps.arcgis.com/apps/webappviewer/index.html?id=e8771068b58c4deab45ddea727e8af8d

V. WETLANDS

Wetland areas in American Samoa are areas of lush tropical vegetation, swarming with life, and offer a wide range of valuable functions. These wetlands are important contributors to the islands' health and subsequently, the well-being of everyone who lives here. Wetlands are productive and important habitats for fish, shellfish, birds, animals, and plants. They help control floodwater, recharge groundwater, trap sediments, provide opportunities for small-scale agricultural production and recreation, prevent storm damage, reduce surface water runoff, export food to adjacent ecosystem, and have cultural significance. In several ways, wetlands as the “water filters” of the islands by improving the quality of surface waters before they enter our sensitive coastal areas.

<https://doc.as/resource-management/ascmp/pnrs/wetlands/>

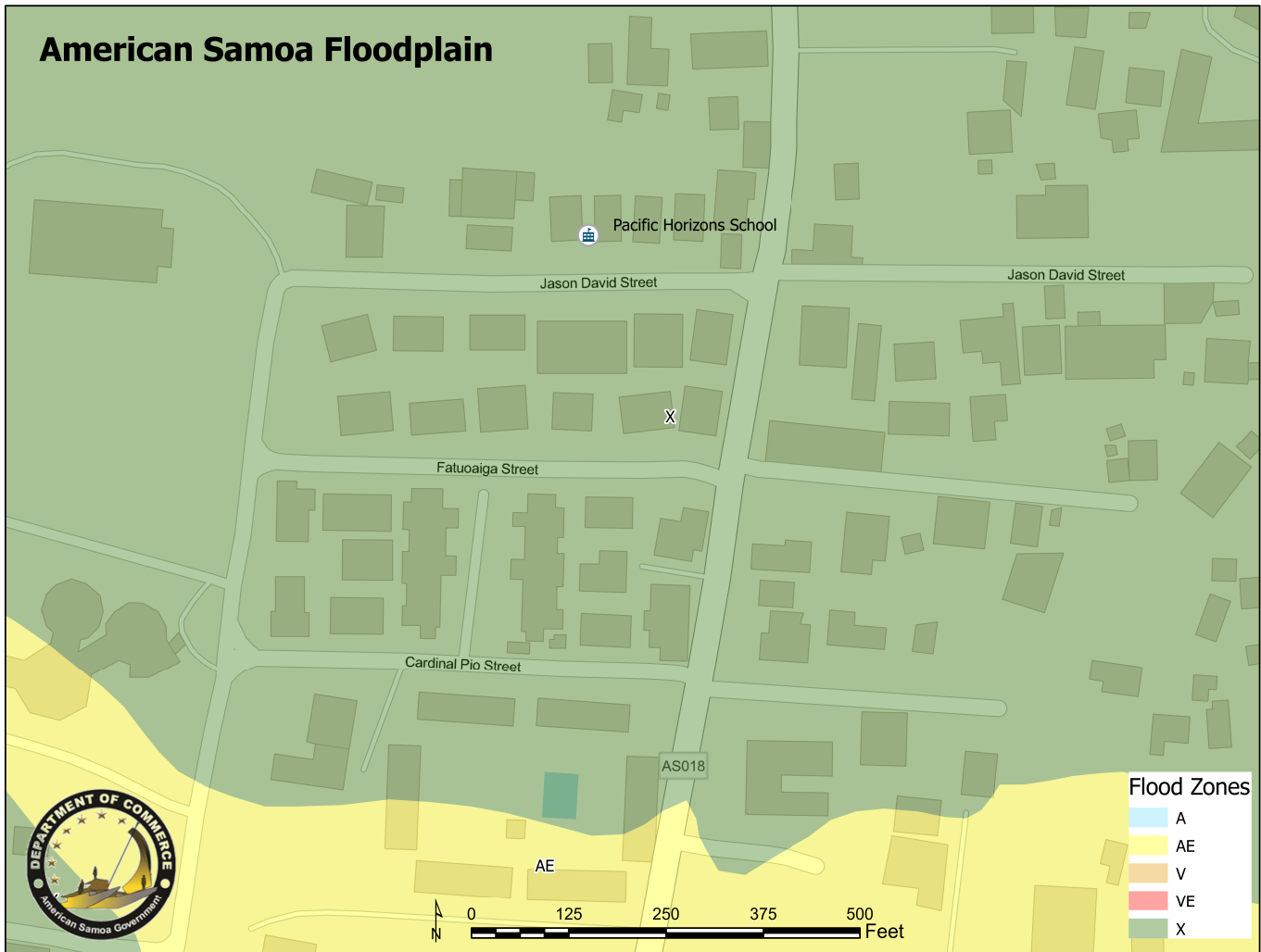
Based on the research from the Department of Commerce American Samoa's Geographic Information Systems/IT, the project area shows no wetlands or hydric soil present. (SEE APPENDIX B:: USDA Web Survey Soil survey).



agsis.maps.arcgis.com/apps/webappviewer/index.html?id=e8771068b58c4deab45ddea727e8af8d

VI. FLOODPLAINS

There are no flood plains near Pacific Horizons School. Based on BFE from FEMA.gov and DOC American Samoa's GIS mapping of flood zones, no floodplains will be impacted by the project.



Yellow area denotes flood zones BFE.

Base Flood Elevation (BFE)

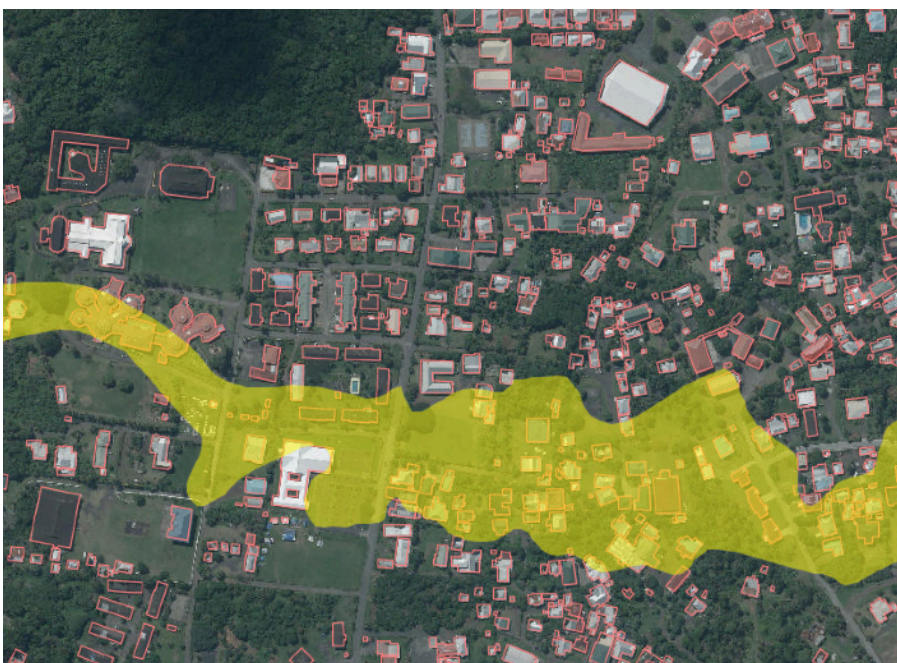
The elevation of surface water resulting from a flood that has a 1% chance of equaling or exceeding that level in any given year.

NFIP - National Flood Insurance Program—FEMA.gov



Green area denotes recharge areas of ground water. Yellow area denotes flood zones BFE.

<https://asgis.maps.arcgis.com/apps/webappviewer/index.html?id=e8771068b58c4deab45ddea727e8af8d>

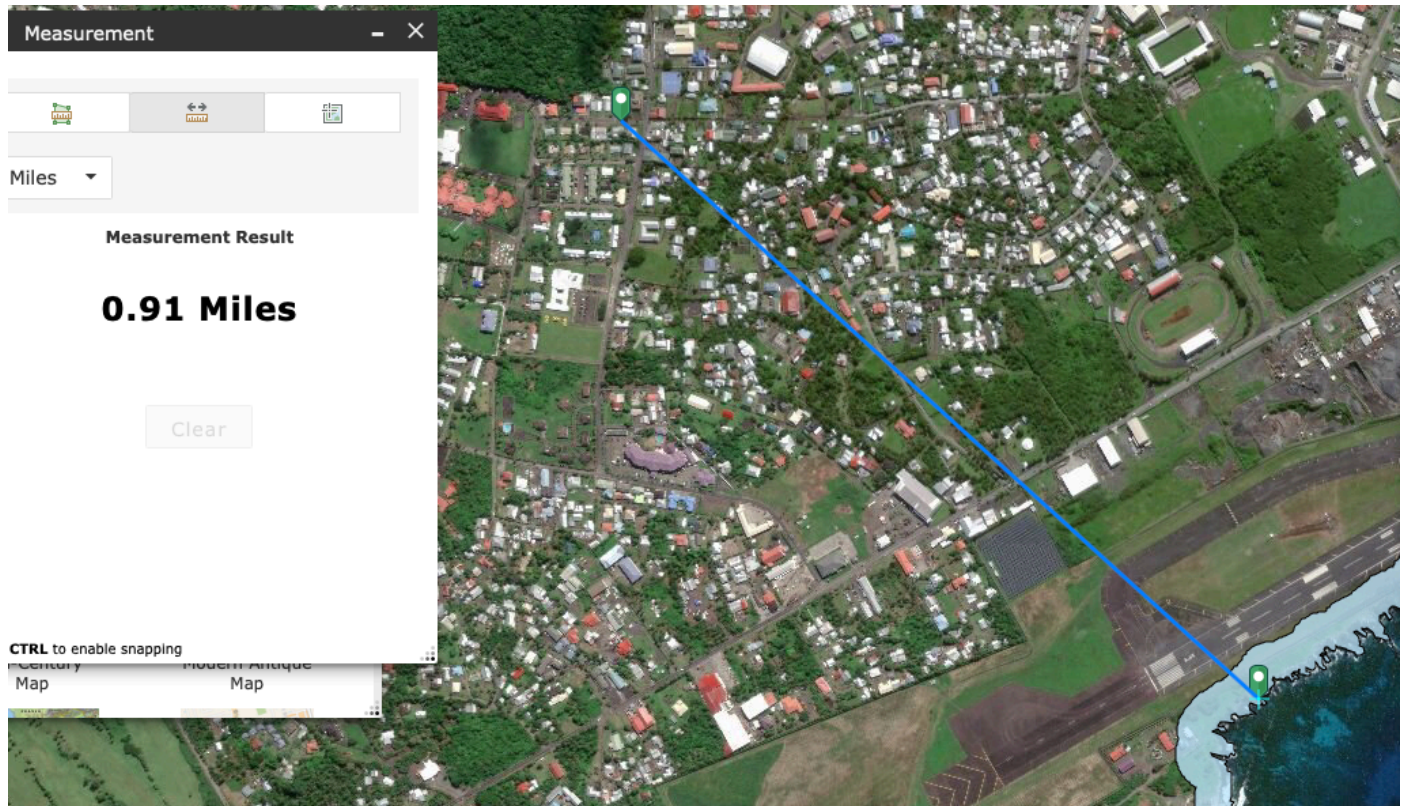


VII. COASTAL AREAS

The American Samoa Coastal Management Program (ASCMP) provides effective resource management for the protection, maintenance, enhancement, and restoration of natural and cultural resources for the Territory. Additionally, ASCMP is tasked with monitoring development within the framework of comprehensive land and resource use planning while simultaneously protecting the territory's natural resources.
<http://doc.as/resource-management/ascmp/>

The distance from the Coastline to Pacific Horizons School is 0.91 Miles.

<https://asgis.maps.arcgis.com/apps/webappviewer/index.html?id=e8771068b58c4deab45ddea727e8af8d>



VIII. IMPORTANT FARMLANDS

GEOGRAPHIC SETTING: Tafuna soils are extremely stony and have irregular topography because of the underlying lava flow. They are on uplands. The general slopes are gentle to moderate. Slope is 3 to 15 percent. These soils formed in surface accumulation of organic matter over fragmental Aa lava. Elevation is near sea level to 150 feet. The mean annual rainfall is 120 to 175 inches, and the mean annual temperature is about 80 degrees F.

USE AND VEGETATION: These soils are used for urban development and subsistence farming. Undisturbed areas are in tropical forest and support a number of large tree species. https://soilseries.sc.egov.usda.gov/OSD_Docs/T/TAFUNA.html

Based on DOC GIS maps and survey of American Samoa, the soil is classified as extremely stony much and trothents.

In the study by NCRS/USDA MBSS Important Farmland Table (See Appendix C).

Extremely stony muck is classified as not prime farmland.

IX. ENVIRONMENTAL RISK MANAGEMENT

The Proposed project will replace the Schools maintenance building and existing structures. Buildings to be demolished are all plywood sheathed, wood stud sheds , slab on grade. Roofing is corrugated iron . No asbestos flooring or insulation is present and the limited water supply is by PVC. No hazardous materials are present and no hazardous products are stored on site.

A demolition permit will be issued by the ASEPA per standard ASG Land UsePermit conditions. Permit will list quantities of each type of debris and a site inspection team will visit the site to confirm. The permit will be based upon compliance with all local zoning, ASEPA, Historical Preservation, ADA, and other pertinent local and federal regulations.

X. OTHER RESOURCES / INDEX

APPENDIX A — LAND OWNERSHIP AND LAND USE

PURCHASE AND SALE AGREEMENT

The parties make this agreement this 25th day of May, 2016, whereby the OTTO V. HALECK TRUST, by David O. Haleck, Trustee (hereinafter "Seller") agrees to sell the property described herein and PACIFIC HORIZON SCHOOL, INC., (hereinafter "Purchaser"), a duly incorporated non-profit corporation, licensed under the laws of American Samoa and Purchaser hereby agrees to purchase from the Seller the property for use as an educational facility and other related non-profit activities and, upon the terms and conditions herein.

THE PROPERTY IS DESCRIBED AS FOLLOWS:

[LOTS: LOT-1, LOT-2, LOT-3 AND LOT-4,
LOT ASG-12B, LOT HS-1 AND LOT ASG-11]
(Exhibit "A")

All that certain real property situated in the village of Tafuna, County of Tualauta, Western District, Island of Tutuila, American Samoa. Being a portion of land called "Naumati", owned by the Otto V. Haleck Trust, as recorded in Land Transfer Volume- 8 pages 60 & 61 more fully described as follows:

NAUMATI LOT-1 - 0.15 ac. (Ottoville)

Beginning at the point of beginning, a found 1/2" bolt at the corner of a rock wall, which has coordinates of North 286,835.80 and East 241,721.87.

Thence on azimuth of 270° 30' 40" a distance of 49.22 feet to Cor-2
Thence on azimuth of 2° 28' 35" a distance of 131.61 feet to Cor-3
Thence on azimuth of 89° 24' 30" a distance of 49.22 feet to Cor-4
Thence on azimuth of 182° 27' 30" a distance of 132.56 feet to the point of beginning,

The area being 6,495 sqft of 0.15 acres more or less.

NAUMATI LOT-2 - 0.15 ac. (Ottoville)

Beginning at the point of beginning, a 2" cap in concrete which has coordinates of north 286,836.24 and east 241,672.65

Thence on azimuth of 270° 30' 40" a distance of 48.90 feet to Cor-5
Thence on azimuth of 2° 29' 40" a distance of 130.67 feet to Cor-6
Thence on azimuth of 89° 24' 30" a distance of 48.90 feet to Cor-4
Thence on azimuth of 182° 28' 35" a distance of 131.61 feet to the point of beginning,

The area being 6,406 sqft or 0.15 acres more or less.

NAUMATI LOT-3 - 0.15 ac. (Ottoville)

Beginning at the point of beginning, a 2" cap in concrete which has coordinates of North 286,836.24 and East 241,623.75

Thence on azimuth of 270° 30' 40" a distance of 51.23 feet to Cor-7
Thence on azimuth of 2° 35' 20" a distance of 129.69 feet to Cor-8
Thence on azimuth of 89° 24' 30" a distance of 51.06 feet to Cor-6
Thence on azimuth of 182° 29' 40" a distance of 130.67 feet to the point of beginning,

The area being 6,651 sqft or 0.15 acres more or less.

NAUMATI LOT-4 - 0.20 ac. (Ottoville)

Beginning at the point of beginning, a 2" cap in concrete which has coordinates of North 286,837.13 and East 241,572.52

Thence on azimuth of 270° 30' 40" a distance of 68.18 feet to Cor-9
Thence on azimuth of 2° 33' 00" a distance of 127.94 feet to Cor-10
Thence on azimuth of 89° 02' 40" a distance of 68.35 feet to Cor-8
Thence on azimuth of 182° 35' 20" a distance of 129.69 feet to the point of beginning,

The area being 8,782 sqft of 0.20 acres more or less.

NAUMATI ASG-11 - 0.29 ac. (Ottoville)

Beginning at the point of beginning, a 5/8" rebar and cap in concrete, which has coordinates of North

286,808.83 and East 241,500.90

Thence on azimuth of 180° 56' 10" a distance of 102.42' feet to Corner No. 16
Thence on azimuth of 90° 56' 10" a distance of 121.63' feet to Corner No. 17
Thence on azimuth of 0° 56' 10" a distance of 103.75' feet to Corner No. 18
Thence on azimuth of 270° 18' 30" a distance of 121.64' feet to the point of beginning.

The area being 12,539 sq/ft or 0.29 acres more or less.

NAUMATI ASG-HS-1 - 0.18 ac. (Ottoville)

Beginning at the point of beginning, a 5/8" rebar and cap in concrete, which has coordinates of North 286,807.76 and East 241,698.580

Thence on azimuth of 270° 18' 30" a distance of 76.04' feet to Corner No. 18
Thence on azimuth of 180° 56' 10" a distance of 103.75' feet to Corner No. 17
Thence on azimuth of 90° 56' 10" a distance of 76.04' feet to Corner No. 20
Thence on azimuth of 0° 56' 10" a distance of 104.59' feet to the point of beginning.

The area being 7,921 sq/ft or 0.18 acres more or less.

NAUMATI ASG-12B - 0.20 ac. (Ottoville)

Beginning at the point of beginning, a 5/8" rebar and cap in concrete, which has coordinates of North 286,807.76 and East 241,698.58

Thence on azimuth of 180° 56' 10" a distance of 104.59' feet to Corner No. 20
Thence on azimuth of 90° 56' 10" a distance of 76.36' feet to Corner No. 21
Thence on azimuth of 9° 20' 05" a distance of 71.60' feet to Corner No. 4A which is the beginning of Curve-2, which has a delta angle of 99° 01' 35" a tangent of 35.14 feet, a radius of 30.00 feet, a chord length of 45.63 feet and a chord azimuth of 319° 49' 18" Thence along the curve, curving to the left a distance of 51.85 feet to Corner No. 5A which is the

end of Curve-2
Thence on azimuth of 270° 18' 30" a distance of
121.64' feet to the point of beginning.

The area being 8,563 sq/ft or 0.20 acres more or
less.

NOTES:

1. All coordinates are USGS American Samoa Datum of 1962.
2. Control Traverse was derived from Agogo USGS Trig Station
3. Corners No.1 (COR-1), I found a 1/2" bolt with pink ribbon at the corner of the existing rock wall.
4. Corner No.2 (COR-2), No.4A (COR-4A), No.5 (COR-5), No.5A (COR-5A), No.7 (COR-7), No.15 (COR-15), No.16 (COR-16), No.17 (COR-17), No.18 (COR-18), No.19 (COR-19), No. 20 (COR-20), and No.21 (COR-21) were set with 5/8" rebars and 2" caps in concrete, set flush with the ground.
5. All other corners were set with 5/8" rebars in concrete.
6. Survey was requested by Dave O. Haleck, Trustee for the Otto V. Haleck Trust.
7. For references see PVT #21-008-2010, PVT #21-009-2010 and PVT #21-002-2016.

1. Purchase Price and Conditions of Payment

The purchase price shall be ONE MILLION ONE HUNDRED SIXTY THOUSAND DOLLARS AND NO CENTS (\$1,160,000.00) to be paid in accordance with this clause:

- A) The purchase price shall be paid in its entirety at the time of closing the sale.
- B) Purchase of the property is subject to approval of United States Department of Agriculture (USDA) funding and all other requisite approvals required by the laws of American Samoa. If requisite approvals cannot be obtained within 30 days of the execution of this agreement, then

either the Purchaser or Seller may terminate this agreement by serving notice in writing to the other party and any earnest money deposited by Purchaser will be promptly refunded. The deadline for Purchaser to obtain requisite approvals may be extended by mutual agreement of the parties in writing.

C) Purchase shall also be subject to Seller first removing and yielding up property free of all liens, encumbrances and charges currently on the property.

2. Time for Performance

The Seller shall deliver the title and the Buyer shall pay the purchase price within 10 business days of Buyer receiving approved USDA funding or at such other time as may be mutually agreed upon by the parties.

3. Title to the Property

Seller shall convey title to Purchaser at the time of closing by a Ninety-nine (99) years term lease, as evidenced by Lease Agreement, attached hereto as Exhibit "B", free and clear of all liens and encumbrances, except as otherwise provided in this offer and subject to easements, zoning and restrictions of record.

4. Warranty

The Seller represents and warrants that Seller is the lawful owner of the property and has full and sole authority to enter into this Agreement.

5. Risk of Loss

The risk of loss by destruction or damage to the property by fire or otherwise prior to the closing of the sale is that of Buyer. If all or a substantial portion of the improvements on the property are destroyed or damaged prior to the closing and transfer of title and possession, pursuant to this agreement shall be voidable at Seller's option and in the event Seller elects to avoid this agreement the earnest money deposited shall be promptly refunded.

6. Improvements and Fixtures Included

This offer to purchase includes all improvements, buildings and fixtures presently on the real property, including but

not limited to electrical, gas, heating, air conditioning, plumbing equipment, built-in appliances, hot water heaters, screens, storm windows, and doors.

7. General Conditions

It is expressly agreed that this agreement to purchase the real property herein, includes the entire agreement of Purchaser and Seller and supersedes any and all previous agreements between the parties.

This agreement shall be binding upon the heirs, personal representatives, successors and assigns of both

Purchaser and Seller.

This agreement shall be interpreted and enforced in accordance with the laws of the Territory of American Samoa

IN WITNESS WHEREOF, we the parties hereto, each herewith subscribe to the same.

PURCHASER:



DAVID ROBINSON
Chairman of the Board of Directors
Pacific Horizon School

Dated: 05/25/16.

SELLER:

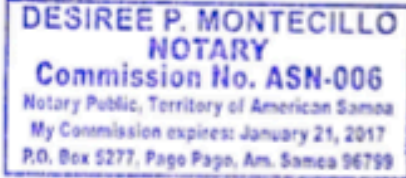



DAVID O. HALECK
Trustee, Otto V. Haleck Trust

Dated: 5-25-16

TERRITORY OF AMERICAN SAMOA)
COUNTY OF TUALAUTA) ss
_____)

On this 25th day of May, 2016, before me, the undersigned notary, personally appeared DAVID O. HALECK, Trustee, Otto V. Haleck Trust, Seller, known to me to be the person who signed this Purchase and Sale Agreement in my presence.

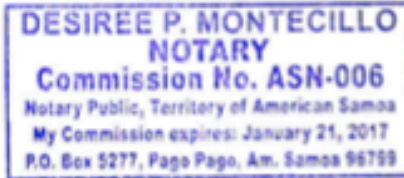




Notary Public
My commission expires: 1/21/17

TERRITORY OF AMERICAN SAMOA)
COUNTY OF TUALAUTA) ss
_____)

On this 25th day of May, 2016, before me, the undersigned notary, personally appeared DAVID ROBINSON, Chairman of the Board of Directors, Pacific Horizon School, Inc., Purchaser, known to me to be the person who signed this Purchase and Sale Agreement in my presence.





Notary Public
My commission expires: 1/21/17

United States Department of Agriculture; OGC 8202706

REAL ESTATE LEASEHOLD MORTGAGE

THIS LEASEHOLD MORTGAGE is made and entered into this day, May 25, 2016, by Pacific Horizons School, Incorporated, a nonprofit corporation organized and existing under the laws of the Territory of American Samoa, whose address is P.O. Box 998417, Village of Tafuna, County of Tualauta, Island of Tutuila, American Samoa 96799, (the Borrower) and the United States of America (the Government), acting through Rural Housing Service, United States Department of Agriculture, the mortgagee, with an address of 154 Waianuenue Avenue, Federal Bldg., Room 311, Hilo, Hawaii 96720.

The Government has loaned the Borrower money as evidenced by one or more promissory note(s). If more than one note is described below, the word "Note" as used herein shall be construed as referring to each note singly or all notes collectively, as the context may require and all of them shall have equal lien under this instrument without regard to their priority in time, maturity or otherwise. The Note has been executed by the Borrower, is payable to the order of the Government in installments as specified therein, authorizes acceleration of the entire indebtedness at the option of the Government upon any default by the Borrower, and is further described as follows:

<u>Date of Instrument</u>	<u>Principal Amount</u>	<u>Annual Rate of Interest</u>	<u>Due Date of Final Installment</u>
May 25, 2016	\$1,200,000	2.875%	May 25, 2056

The Government may assign the Note at any time. The Government may also insure the payment of the Note pursuant to the Consolidated Farm and Rural Development Act.

Whenever the Note is held either by the Government or by an uninsured holder, this instrument shall secure payment of the Note. Whenever the Note is held by an insured holder, however, this instrument shall not secure payment of the Note or attach to the underlying debt. In that event, this instrument shall constitute an indemnity mortgage to secure any payments to an insured holder of the Note or other advances which the Government may be required to make upon default by the Borrower. The insured holder shall have no right, title or interest in or to the lien of this instrument or its benefits. This instrument also secures the Borrower's obligations and covenants under other instruments delivered in connection with the loan evidenced by the Note, including the Borrower's Loan Agreement of even date and its Loan Resolution referred to therein, both of which are hereby incorporated herein by reference. The Note, Loan Agreement, Loan Resolution and this instrument together with any supplements, amendments, attachments, modifications, additions and related financing statements are collectively referred to as the "Loan Instruments."

The Borrower is leasing the premises described herein from Otto V. Haleck Trust, by David O. Haleck, Trustee(the "Fee Simple Owner"), pursuant to a Lease dated _____, 2016, and recorded in the records of the Territorial Registrar at _____ (the "Subject Lease").

The lien of this instrument shall extend to and cover the Borrower's leasehold interest in the premises described below and all other property and property rights, real or personal and of whatever character or nature, that may at any time hereafter be acquired, owned, held, possessed, or enjoyed in any manner by Borrower in or on the premises described below.

NOW THEREFORE, in consideration of the loan(s) evidenced by and described in the aforesaid Note(s) now due from Borrower in accordance with their terms, the Borrower does hereby grant, convey, mortgage and assign to the Government, its leasehold interest in and to the following property:

ALL of Borrower's right, title, and interest in and to a leasehold estate for an original term of 40 years, commencing on May 25, 2016, created and established by the Subject Lease, including any extensions and renewals thereof, and covering the following real property:

SEE ATTACHED EXHIBIT A for LEGAL DESCRIPTION

TOGETHER with all easements and rights of way used in connection with the premises or as a means of access thereto.

TOGETHER with all improvements now on the premises or hereafter placed thereon, including, without limitation, all heating, lighting, refrigeration, plumbing, ventilating, incinerating, water heating, cooling and air-conditioning equipment and apparatus and all appurtenances now and hereafter placed or installed within or about such improvements, and all renewals, replacements, and substitutions therefor, all of which are hereby deemed a part of the realty.

TOGETHER with all fixtures, machinery, appliances, and equipment of every nature and kind whether now on the premises or hereafter to be placed or installed therein or thereon, appurtenant to the buildings erected or to be erected on the premises and intended for the use of occupants, all of which are hereby deemed a part of the realty as between Borrower and the Government, their successors and assigns, and a portion of the security for the indebtedness herein mentioned and to be conveyed by this instrument.

TOGETHER with all chattels and articles of personal property owned by Borrower in, or used in connection with, the operation, possession, and enjoyment of, the premises, whether attached or unattached to the freehold, including all chattels and articles of personal property hereafter acquired by Borrower or any subsequent owner of the premises in addition to, substitution for, or replacement of any of the chattels or articles of personal property now in, or used in connection with, the premises. This instrument shall constitute a security agreement with respect to any and all of the above-described chattels and articles of personal property. To the extent that the foregoing items described in the three preceding paragraphs comprise fixtures,

timber or as extracted minerals, this mortgage shall constitute a financing statement under the Uniform Commercial Code covering such items.

TOGETHER with the rents, issues, and profits of the premises, subject, however, to the right reserved by Borrower to collect and apply such rents, issues, and profits prior to any default hereunder.

All of the foregoing property is hereinafter collectively referred to for convenience of reference as the "Encumbered Property."

TO HAVE AND TO HOLD the Encumbered Property unto the Government and its assigns, for the unexpired term of years remaining under the Subject Lease and any renewals or extensions thereof, together with all of the Borrower's rights, title and interest as tenant under the Subject Lease; to secure (a) payment of the Note in accordance with its terms, including any extensions or renewals thereof, whenever the Note is held by either the Government or by an uninsured holder; (b) repayment, with interest, of any payments, advances and expenditures made by the Government pursuant to the terms of this or any other Loan Instrument; (c) performance of every covenant and agreement of the Borrower's contained in this or any other Loan Instrument; and (d) all future advances, whether obligatory, protective or voluntary, made to the Borrower by the Government from time to time.

The Borrower, for itself, its successors and assigns, WARRANTS THE TITLE to the leasehold interest in the Encumbered Property to the Government against all lawful claims and demands whatsoever except any liens, encumbrances, easements, reservations or conveyances specified above.

The Borrower, for itself, its successors and assigns, COVENANTS AND AGREES as follows:

- (1) Borrower will promptly pay any indebtedness secured by this instrument when due.
- (2) Borrower will indemnify the Government against any loss which the Government may incur as a result of making payments to an insured holder of the Note after the Borrower's default.
- (3) Borrower will pay the Government any fees or other charges required under regulations of the Rural Housing Service.
- (4) Borrower will pay due all taxes, liens, judgments, encumbrances and assessments lawfully attaching to or assessed against the Encumbered Property, and, without demand, will also provide the Government with proof of those payments.
- (5) Borrower will pay the Government for any expenses necessary or incidental to (a) the protection of the lien or priority of any Loan Instrument and to (b) the enforcement of or compliance with the provisions of any Loan Instrument. "Expenses" includes (without limitation) costs of evidence of title, surveys, recording fees, attorneys' fees and trustees' fees, as well as court costs and expenses of advertising, selling and conveying the Encumbered Property or any portion of it.

(6) Borrower will use the loan evidenced by the Note solely for the purposes authorized by the Government.

(7) Borrower will keep the Encumbered Property insured as required by the Government and will deliver the originals of all insurance policies to the Government for safekeeping if so requested.

(8) Borrower will comply with all laws, ordinances and regulations affecting the Encumbered Property and the conduct of Borrower's business operations.

(9) Borrower will maintain the Encumbered Property in good repair and make any repairs the Government may require.

(10) Borrower will operate the Encumbered Property in a good and efficient manner and will comply with management plans and practices which the Government may prescribe from time to time.

(11) Borrower will not abandon the Encumbered Property; effect waste, lessening, or impairment of the Encumbered Property; or cut, remove or lease any timber, gravel, oil, gas, coal or other minerals.

(12) Borrower will not (except as may be authorized in the Loan Agreement or as may be in the ordinary course of business) lease, assign, sell, transfer or further encumber the Encumbered Property or any nonexpendable part thereof, voluntarily or otherwise, either in whole or in part, without the prior written consent of the Government. This covenant may be modified by the Loan Agreement and does not preclude any lease, assignment, sale, transfer, or further encumbrance of the Encumbered Property in the ordinary course of the Borrower's business.

(13) The premises described herein was obtained or improved through Federal financial assistance. The Encumbered Property is subject to the provisions of Title VI of the Civil Rights Act of 1964 and the regulations issued pursuant thereto for so long as the premises continues to be used for the same or similar purpose for which financial assistance was extended or for so long as the Borrower owns it, whichever is longer.

(14) If at any time it shall appear to the Government that the Borrower may be able to obtain a loan from a production credit association, a federal land bank, or other responsible cooperative or private credit source, at reasonable rates and terms for loans for similar purposes and periods of time, the Borrower will, upon the Government's request, apply for and accept a loan in sufficient amount to pay the Note and any other indebtedness secured by this instrument and to pay for any stock necessary to be purchased in a cooperative lending agency in connection with such a loan.

(15) The Government may require the Borrower to make additional monthly payments equal to one-twelfth of the estimated taxes, assessments, insurance premiums and other charges upon the Encumbered Property.

(16) The Government and its agents may inspect the Property at reasonable times to ascertain whether the Borrower is fulfilling its obligation under this or any other Loan Instrument.

(17) The Government may at any time pay as advances for the Borrower's account any amounts which the Borrower is obligated to pay under any Loan Instrument and any expenses incurred by the Government in enforcing or protecting the Government's rights hereunder. The Government may exercise this right regardless of whether the Note is insured and regardless of whether advances exceed the face amount of the Note. Advances by the Government pursuant to the terms of this paragraph shall bear interest at the rate borne by the Note which bears the highest interest rate. Advances, with interest, shall be immediately due and payable by the Borrower at the place designated in the latest Note. Advances under this paragraph shall neither relieve the Borrower of its obligation to pay nor cure any default under any Loan Instrument. Such advances, together with interest accruing on them, shall automatically become a part of the mortgage debt secured by this instrument.

(18) To the extent specified by the Government in writing, the Government in its sole discretion may grant an extension of the time for payment or reamortize the indebtedness secured by any Loan Instrument, release any party from liability to the Government, release portions of the Encumbered Property from the lien of any Loan Instrument, and waive any other Government right under any Loan Instrument without affecting the lien or priority of any Loan Instrument or the liability of the Borrower or any other party for payment of the indebtedness secured by any Loan Instrument.

(19) The Government will not be bound by any present or future state or Territorial laws (a) providing for valuation, appraisal, or exemption of the Encumbered Property; (b) prohibiting or restricting an action for deficiency judgment or limiting the judgment amount which may be awarded; (c) prescribing any statute of limitations; (d) allowing any right of possession in connection with any foreclosure sale, or (e) limiting the conditions the Government may impose by regulation as a condition of approving a transfer of the Encumbered Property to a new borrower. **THE BORROWER WAIVES THE BENEFIT OF ANY SUCH LAWS.**

(20) Borrower will pay when due all rents and any and all other charges required by Subject Lease, will comply with all other requirements of Subject Lease, and will not surrender or relinquish, without the Government's prior written consent, any of Borrower's right, title, or interest in or to said leasehold estate or under Subject Lease while this mortgage remains of record.

(21) Should the Borrower DEFAULT on any of its obligations under any Loan Instrument; breach any of its warranties or covenants under any Loan Instrument; merge, dissolve, be declared bankrupt or insolvent; or make an assignment for the benefit of creditors, the Government may without notice (a) accelerate the entire indebtedness secured by this instrument by declaring it immediately due and payable; (b) charge the Borrower's account for any reasonable expenses which the Government may pay or incur to maintain and repair the Encumbered Property; (c) operate or rent the Encumbered Property and apply any moneys received to the Borrower's account; (d) have a receiver appointed for the Encumbered Property who may exercise the usual powers of receivers in similar cases; (e) foreclose this and any other Loan Instrument and sell the Encumbered Property as a business unit without any requirement for marshalling of assets and without regard to whether the Encumbered Property is realty or personalty and (f) enforce any and all other rights and remedies provided herein or by present or future law.

(22) Upon default by Borrower as aforesaid, the Government may foreclose this instrument as authorized or permitted by the laws then existing of the jurisdiction where the Encumbered Property is situated and of the United States of America, on terms and conditions satisfactory to the Government, including but not limited to foreclosure by (a) statutory power of sale or (b) advertisement and sale of the Encumbered Property at public auction to the highest bidder in one or more parcels at the Government's option and at the time and place and in the manner and after such notice and on terms as may be required by statute or as may be determined by the Government is not contrary to statute, or (c) written agreement hereafter made between Borrower and the Government.

(23) Proceeds of a foreclosure sale pursuant to any Loan Instrument shall be applied in the following order to the payment of: (a) costs and expenses incident to enforcing or complying with the provisions of any Loan Instrument; (b) any prior liens required by law or a competent court to be paid; (c) all indebtedness to the Government secured by this instrument; (d) inferior liens of record required by law or a competent court to be paid; (e) at the Government's option, any other indebtedness of the Borrower owing to or insured by the Government, and (f) any balance to Borrower.

(24) If the Government is the successful bidder at a foreclosure sale under any Loan Instrument, any portion of the purchase price not owed to a third party may be paid by crediting that amount on any debts of the Borrower which are owed to or insured by the Government.

(25) The rights and remedies provided in this instrument are cumulative and shall be in addition to every other remedy now or hereafter existing at law, in equity, by statute or by regulation.

(26) A waiver, amendment, release or modification of this instrument may be effected only by a writing which has been duly executed by the Government and shall not be established by conduct, custom or course of dealing.

(27) This instrument shall be subject to the present regulations of the Rural Housing Service and to its future regulations not inconsistent with the express provisions of this instrument, and shall be construed and enforced in accordance with applicable federal law. In all other respects, this instrument shall be governed by law of the state in which it is recorded.

(28) Default under this instrument shall constitute a default under any other instruments of the Borrower held or insured by the Government and default under any other such instrument constitutes default under this instrument.

(29) The invalidity or unenforceability of any portion of this instrument shall not effect the validity or enforceability of the remaining portion of this instrument.

(30) Notices to the Borrower shall be sent to its address as shown on the first page of this instrument. Notices to the Government shall be addressed to the United States Department of Agriculture, Rural Development, 154 Waiianuenue Avenue, Federal Bldg., Room 311, Hilo, Hawaii 96720. Notices shall be sent by certified mail (postage prepaid) unless otherwise required by law. The Government and the Borrower may designate any further or different addresses to which subsequent notices shall be sent.

(31) So long as any of the indebtedness secured under this mortgage remains outstanding, the fee simple estate of the lessor under the Subject Lease and the Borrower's leasehold estate in the Encumbered Property shall not merge, but shall always be separate and distinct, notwithstanding any union of such estates in the lessor under the Subject Lease, in the Borrower, or in a third party, by purchase or otherwise. The Borrower agrees that, if it acquires the fee simple, or any other estate, title or interest in the premises or the improvements thereon, this mortgage shall attach to and cover and be a first lien upon each other estate so acquired, and it shall be considered as mortgaged, assigned or conveyed to the Government hereunder and the lien of this mortgage spread to cover such estate, with the same force and effect as though specifically herein mortgaged, assigned or conveyed.

(32) In the event that the Government at its option desires to extend additional credit to the Borrower from time to time, then the lien of this instrument shall automatically be extended to cover such indebtedness. The Borrower shall evidence its consent by the execution and delivery of a Loan Resolution on Form RD 1942-9 and an additional note on Form RD 440-22, or their equivalents. In the event that at the time of the additional borrowing, the laws of the state in which this instrument is recorded do not permit such future advances to enjoy the lien of this instrument, then the Borrower shall execute and deliver an additional mortgage. Future mortgages may be in statutory form, with such additional provisions, either expressed or incorporated by reference to this mortgage, as the Government and the Borrower agree upon. Nothing contained in this section shall be construed to require the Government to evidence and secure obligatory advances under the Note or protective advances under this instrument with additional notes and mortgages.

PROVIDED that if all indebtedness hereby secured is duly paid and each and every covenant, condition, agreement and obligation, contingent or otherwise, contained herein, secured hereby or arising hereunder is fully performed and discharged, this mortgage shall be void; otherwise, it is to remain in full force and effect.

IN WITNESS WHEREOF, the Borrower has caused this Mortgage to be executed by its Director and its corporate seal to be affixed and attested by its Board Chair, all as of the date first written above.



David Robinson
David Robinson
Board Chair

Pacific Horizons School, Inc.

By:

Caroline Tullesega
Caroline Tullesega
Director

TERRITORIAL REGISTRAR'S
RECORDATION DATA

RECEIVED BY: Maia
DATE RECEIVED: 5/11/16
RECORDED IN: Native Lease
VOLUME NO.: 5 PAGE 5
DATE/RECORDED: May 11, 2016
TIME/HOUR: 1:45 pm
BY: Maia
TERRITORIAL REGISTRAR OF
AMERICAN SAMOA

(AREA ABOVE RESERVED FOR RECORDING INFORMATION)

After Recordation, Return by Mail to:

USDA RURAL DEVELOPMENT
Room 311, Federal Building
154 Waianuenue Avenue
Hilo, HI 96720

TITLE OF DOCUMENT: LEASEHOLD MORTGAGE

BORROWER: PACIFIC HORIZONS SCHOOL, INCORPORATED
P.O. Box 998417
Village of Tafuna, County of Tualauta, Island of Tutuila,
American Samoa 96799

LENDER: UNITED STATES OF AMERICA, acting through the
RURAL HOUSING SERVICE, or successor Agency,
UNITED STATES DEPARTMENT OF AGRICULTURE
Federal Building, Room 311
154 Waianuenue Avenue
Hilo, Hawaii 96720

PROPERTY DESCRIPTION:

FOR PROPERTY DESCRIPTION,
SEE EXHIBIT "A" ATTACHED
HERETO AND MADE A PART HEREOF

AFFECTS: PVT #21-009-2016 "NAUMATI"
LOTS 1 TO 4, LOT ASG-11, LOT HS-1
AND LOT ASG - 12B

DOCUMENT CONTAINS 14 PAGES

may be able to specify all, some or none of the conditions in question.

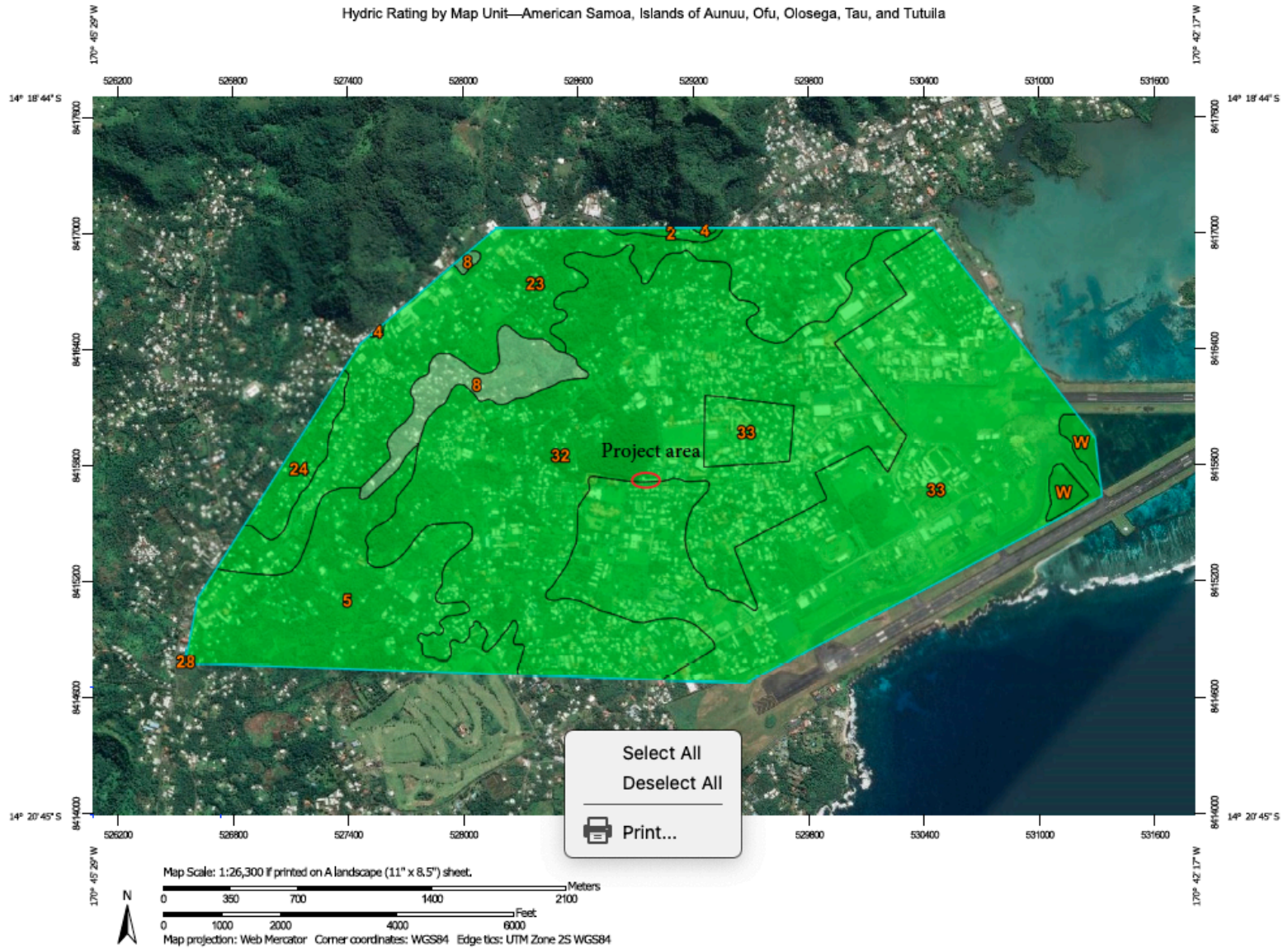
Component Percent Cutoff: None Specified

Components whose percent composition is below the cutoff value will not be considered. If no cutoff value is specified, all components in the database will be considered. The data for some contrasting soils of minor extent may not be in the database, and therefore are not considered.

Tie-break Rule: Lower

The tie-break rule indicates which value should be selected from a set of multiple candidate values, or which value should be selected in the event of a percent composition tie.

APPENDIX B— USDA WEB SOIL SURVEY



Hydric Rating by Map Unit—American Samoa, Islands of Aunuu, Ofu, Olosega, Tau, and Tutuila

Hydric Rating by Map Unit

Map unit symbol	Map unit name	Rating	Acres in AOI	Percent of AOI
2	Aua very stony silty clay loam, 30 to 60 percent slopes	0	6.1	0.3%
4	Fagasa family-Lithic Hapludols-Rock outcrop association, very steep	0	1.3	0.1%
5	IIIi extremely stony mucky clay loam, 3 to 15 percent slopes	0	235.0	11.4%
8	Leafu silty clay, 0 to 3 percent slopes	5	61.2	3.0%
23	Pavaiai stony clay loam, 6 to 12 percent slopes	0	310.9	15.1%
24	Pavaiai stony clay loam, 12 to 25 percent slopes	0	32.3	1.6%
28	Sogi-Puapua clay loams, 0 to 6 percent slopes	0	0.1	0.0%
32	Tafuna extremely stony muck, 3 to 15 percent slopes	0	735.9	35.8%
33	Troporthents, 0 to 6 percent slopes	0	653.3	31.8%
W	Water	0	17.7	0.9%
Totals for Area of Interest			2,053.8	100.0%

Description

This rating indicates the percentage of map units that meets the criteria for hydric soils. Map units are composed of one or more map unit components or soil types, each of which is rated as hydric soil or not hydric. Map units that are made up dominantly of hydric soils may have small areas of minor nonhydric components in the higher positions on the landform, and map units that are made up dominantly of nonhydric soils may have small areas of minor hydric components in the lower positions on the landform. Each map unit is rated based on its respective components and the percentage of each component within the map unit.

The thematic map is color coded based on the composition of hydric components. The five color classes are separated as 100 percent hydric components, 66 to 99 percent hydric components, 33 to 65 percent hydric components, 1 to 32 percent hydric components, and less than one percent hydric components.

In Web Soil Survey, the Summary by Map Unit table that is displayed below the map pane contains a column named 'Rating'. In this column the percentage of each map unit that is classified as hydric is displayed.

Hydric soils are defined by the National Technical Committee for Hydric Soils (NTCHS) as soils that formed under conditions of saturation, flooding, or ponding long enough during the growing season to develop anaerobic conditions in the upper part (Federal Register, 1994). Under natural conditions, these soils are either saturated or inundated long enough during the growing season to support the growth and reproduction of hydrophytic vegetation.

The NTCHS definition identifies general soil properties that are associated with wetness. In order to determine whether a specific soil is a hydric soil or nonhydric soil, however, more specific information, such as information about the depth and duration of the water table, is needed. Thus, criteria that identify those estimated soil properties unique to hydric soils have been established (Federal Register, 2002). These criteria are used to identify map unit components that normally are associated with wetlands. The criteria used are selected estimated soil properties that are described in "Soil Taxonomy" (Soil Survey Staff, 1999) and "Keys to Soil Taxonomy" (Soil Survey Staff, 2006) and in the "Soil Survey Manual" (Soil Survey Division Staff, 1993).

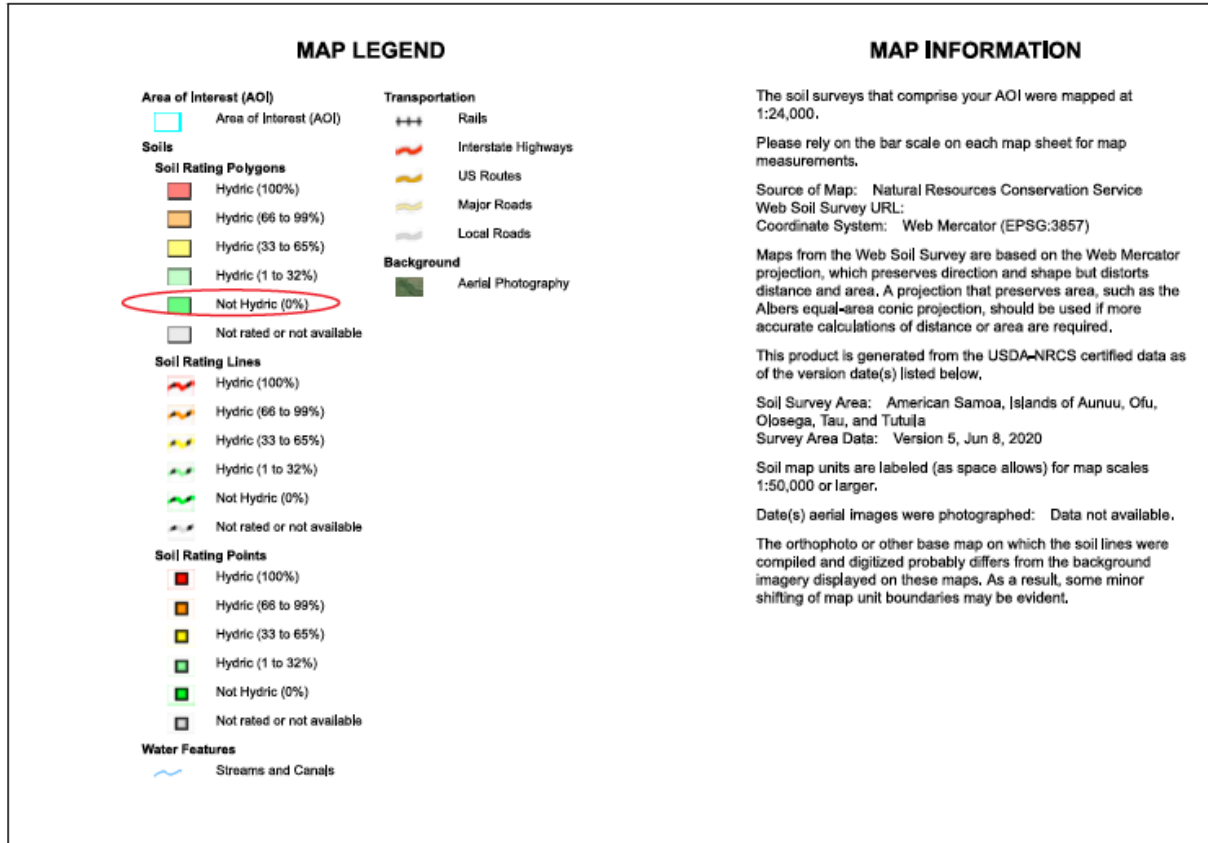
If soils are wet enough for a long enough period of time to be considered hydric, they should exhibit certain properties that can be easily observed in the field. These visible properties are indicators of hydric soils. The indicators used to make onsite determinations of hydric soils are specified in "Field Indicators of Hydric Soils in the United States" (Hurt and Vasilas, 2006).

References:

Federal Register. July 13, 1994. Changes in hydric soils of the United States.

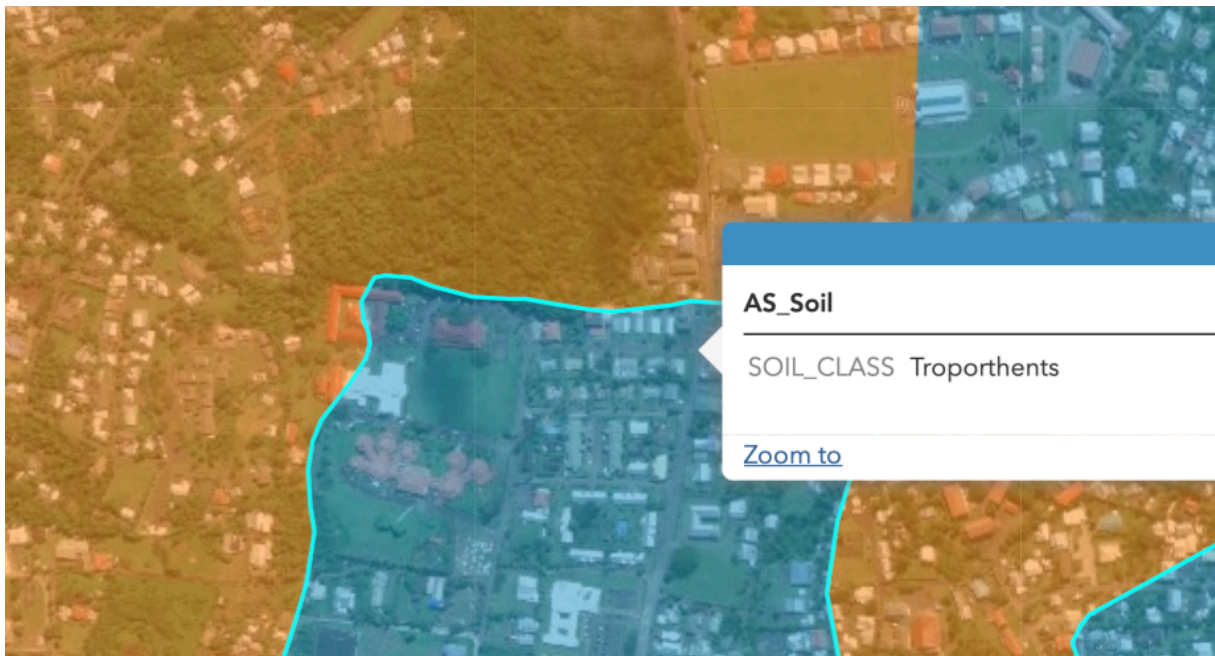
Federal Register. September 18, 2002. Hydric soils of the United States.

Hydric Rating by Map Unit—American Samoa, Islands of Aunuu, Ofu, Olosega, Tau, and Tutuila



APPENDIX C: IMPORTANT FARMLANDS

<https://asgis.maps.arcgis.com/apps/webappviewer/index.html?id=e8771068b58c4deab45ddea727e8af8d>



https://www.nrcs.usda.gov/Internet/FSE_DOCUMENTS/nrcs144p2_015267.pdf

77D	Marlow fine sandy loam, 15 to 25 percent slopes, very stony	Farmland of local importance	33.5
77E	Marlow fine sandy loam, 25 to 35 percent slopes, very stony	Not prime farmland	0
97	Greenwood and Ossipee soils, ponded	Not prime farmland	0
100	Udorthents, wet substratum	Not prime farmland	0
101	Ondawa fine sandy loam, frequently flooded	Prime farmland if protected from flooding or not frequently flooded during the growing season	96.5
102	Sunday loamy sand, occasionally flooded	Not prime farmland	60
104	Podunk fine sandy loam, frequently flooded	Prime farmland if protected from flooding or not frequently flooded during the growing season	81.5
105	Rumney fine sandy loam, frequently flooded	Not prime farmland	77.5
111B	Gloucester sandy loam, 3 to 8 percent slopes, very stony	Farmland of local importance	40.5
111C	Gloucester sandy loam, 8 to 15 percent slopes, very stony	Farmland of local importance	24.5
115	Scarboro muck	Not prime farmland	0
125	Scarboro muck, very stony	Not prime farmland	0
129B	Woodbridge fine sandy loam, 3 to 8 percent slopes, very stony	Farmland of local importance	55

June 15, 2005

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