



CONSERVATION DISTRICT USE APPLICATION (CDUA)

All permit applications shall be prepared pursuant to HAR 13-5-31

File No.:

Acceptance Date:

180-Day Expiration Date:

Assigned Planner:

for DLNR Use

PROJECT NAME Verizon Wireless HI3-Kona Airport COW ("Project")

Conservation District Subzone: General

Identified Land Use: P-14 Telecommunications (HAR §13-5-22) **Note that pursuant to Hawai'i Revised Statutes § 27-45(b), a permit decision for broadband facilities within the Conservation District must be made within 145 days of the submission of a complete application.**

(Identified Land Uses are found in Hawai'i Administrative Rules (HAR) §13-5-22 through §13-5-25)

Project Address: 73-4229 Queen Kaahumanu Highway, Kailua-Kona, HI 96740

Tax Map Key(s): (3) 7-3-049-038 (por.)

Ahupua'a: Kalaoa

District: North Kona

County: Hawaii

Island: Hawaii

Proposed Commencement Date: Existing/on-going use (previously authorized under CDUP No. HA-3656)

Proposed Completion Date:

Estimated Project Cost: Original project cost
\$60,000 to \$70,000

TYPE OF PERMIT SOUGHT ☐ Board Permit ☒ Departmental Permit

ATTACHMENTS

\$ 250 Application Fee. 2.5% of project cost for Board Permits, but no less than \$250, up to a maximum of \$2500; \$250 for Departmental Permits (*ref §13-5-32 through 34*).

\$ N/A Public Hearing Fee (*\$250 plus publication costs; ref §13-5-40*)

☒ 20 copies of CDUA (*5 hard + 15 hard or digital copies*)

☐ Draft / Final Environmental Assessment (EA) or Draft / Final Environmental Impact Statement (EIS) or Statement of Exemption

☐ State Historic Preservation Division HRS 6E Submittal Form (dlnr.hawaii.gov/shpd/review-compliance/forms)

☐ Management Plan or Comprehensive Management Plan (*ref §13-5-39*) if required

☐ Special Management Area Determination (*ref Hawai'i Revised Statutes 205A*)

☐ Shoreline Certification (*ref §13-5-31(a)(8)*) if land use is subject to coastal hazards.

☐ Kuleana documentation (*ref §13-5-31(f)*) if applying for a non-conforming kuleana use.

☐ Boundary Determination (ref §13-5-17) if land use lies within 50 feet of a subzone boundary.

REQUIRED SIGNATURES

Applicant

Name: Cellco Partnership dba Verizon Wireless

Title; Agency:

Mailing Address: 255 Kahelu Ave.

Mililani, Hawaii 96789

Contact Person & Title: Noah Grodzin, Senior Engineering Specialist - Network Reg/RE Hawaii

Phone: (808) 445-2371

Email: noah.grodzin@verizonwireless.com

Interest in Property: Permittee under Revocable Permit 7834

Signature: NOAH GRODZIN Date: 12/1/23

Signed by an authorized officer if for a Corporation, Partnership, Agency or Organization

Landowner (if different than the applicant)

Name: State of Hawaii

Title; Agency: Department of Land and Natural Resources

Mailing Address: Kalanimoku Building

1151 Punchbowl St.

Honolulu, HI 96813

Phone: (808) 587-0400

Email: dlncr@hawaii.gov

Signature: Russell Tsuji Date: Dec 8, 2023

For State and public lands, the State of Hawai'i or government entity with management control over the parcel shall sign as landowner.

Agent or Consultant

Agency: Carlsmith Ball LLP

Contact Person & Title: Onaona P. Thoene, Esq., Katherine A. Garson, Esq., Attorneys for Applicant

Mailing Address: 121 Waianuenue Ave.

Hilo, Hawaii 96720

Phone: (808) 935-6644

Email: pthoene@carlsmith.com; kgarson@carlsmith.com

Signature: Onaona P. Thoene Date: 12/11/2023

For DLNR Managed Lands

State of Hawai'i

Chairperson, Board of Land and Natural Resources

State of Hawai'i

Department of Land and Natural Resources

P.O. Box 621

Honolulu, Hawai'i 96809-0621

Signature: *Russell Tsuji* **Date:** Dec 8, 2023

PROPOSED USE

Total size/area of proposed use (indicate in acres or sq. ft.): 274 sq.ft (without guywires) /12,167 square feet (including guywires). We note that RP 7834 covers 21,780 S.F./0.5 acres which includes the access area.

Please provide a detailed description of the proposed land use(s) in its entirety. Information should describe what the proposed use is; the need and purpose for the proposed use; the size of the proposed use (provide dimensions and quantities of materials); and how the work for the proposed use will be done (methodology). If there are multiple components to a project, please answer the above for each component. Also include information regarding secondary improvements including, but not limited to, grading and grubbing, placement of accessory equipment, installation of utilities, roads, driveways, fences, landscaping, etc.

Attach any and all associated plans such as a location map, site plan, floor plan, elevations, and landscaping plans drawn to scale (*ref §13-5-31*).

Cellco Partnership dba Verizon Wireless ("Verizon") submits this After-the-Fact ("ATF") Conservation District Use Application ("CDUA") to request that it be allowed to maintain its temporary telecommunication Cell on Wheels ("COW")("Project") currently located on a portion of TMK No. (3) 7-3-049-038 (por.) (the "Project Area") under CDUP HA-3656 issued on April 26, 2013 or a new ATF CDUP. See **Exhibit 1** [CDUP HA-3656]. Condition No. 6 of CDUP HA-3656 provides, "Unless otherwise authorized, any work or construction to be done on the land shall be initiated within one (1) year of the approval of such use, in accordance with construction plans that have been signed by the chairperson, and shall be completed within four (4) years of the approval of such use. The permittee shall notify the department in writing when construction activity is initiated and when it is completed." The Project was fully installed and has been operating on the Project Area since July 23, 2013. On or about October 4, 2023, Verizon was informed that the Department of Land and Natural Resources ("DLNR") Office of Conservation and Coastal Lands' ("OCCL") position is that the foregoing condition only approved the COW to remain on the Project Area for four (4) years as opposed to completing the installation of the COW within four (4) years and noted that Verizon must submit a ATF CDUA to continue the COW use on the Project Area. Given OCCL's interpretation, Verizon is submitting this ATF CDUA.

The Project Area is located in the State Land Use Conservation District, General subzone. The County of Hawaii's General Plan LUPAG map designation for the Project Area is Urban Expansion (ue) and the Project Area is zoned Open (o). See **Exhibits 2 - 4** [SLU map, Subzone Map and Zoning Map] The Project Area is not within the Special Management Area (SMA), nor is it within a Tsunami Evacuation Zone. The Project Area is owned by the State of Hawaii and Verizon obtained Revocable Permit No. 7834 for the COW, which was most recently renewed through December 31, 2024 by the Board of Land and Natural Resources ("BLNR") at its meeting on September 22, 2023. See **Exhibit 5** [9-29-2023 letter from DLNR] and **Exhibit 5a** [Revocable Permit No. S-7834].

The COW provides cellular (LTE) coverage to the Ellison Onizuka Kona International Airport at Keahole ("Airport") and the surrounding area. The COW is expected to be located on TMK No. (3) 7-3-049-038 (the "Property") until such time as a permanent facility is located on this Property or Verizon is able to co-locate its communication equipment on existing infrastructure at the Airport. Without the COW, Verizon will have no coverage at the Airport and surrounding area, where other telecommunication operators have been allowed to operate. Given the difficulties that Verizon has experienced with obtaining a permanent site at the Airport, Verizon respectfully requests that the ATF CDUP for the COW either not include an expiration date, or be for a term of at minimum five (5) years.

The COW is a mobile equipment platform, approximately 9' wide x 30' long, with a telescoping pole that

can be extended 40' tall. Panel type antennas are mounted at the top of the pole and the pole is guyed for stability. The guy wires are anchored to concrete blocks that are placed on wooden pallets. The Property is secured by a chain-link fence that sits on the ground. The mobile trailer and concrete supports sit at grade to minimize ground disturbance. See **Exhibits 6 - 8** [Photos] and **Exhibit 9** [as-built drawings].

An emergency standby generator is included as the COW is an unoccupied facility. The generator is enclosed in a sound attenuation cowl to minimize noise. A double walled diesel fuel tank is mounted below the generator to save space and is monitored remotely. Fueling of all Verizon generators is done by a professional service company with expertise in handling fuel.

The COW will use temporary power and telephone services from the existing overhead lines. Verizon also installed a meter/mainbreaker and service box attached to an approximately 5'6" ft tall pole adjacent to one of the guywire anchors. The service drops are attached to connection points on the COW's equipment trailer. No other utilities, water or sewer, are needed for this unoccupied facility.

In addition to monitoring the COW remotely, a Verizon technician visits the site about once a month to check on the equipment. The Verizon technician lives on-island and is available if the facility needs servicing.

The Verizon transmitting signal is not expected to have electromagnetic interference to the surrounding residents - the nearest residence appears to be approximately 0.22 miles (1,185 feet) away. Verizon's understanding is that the nearby AM radio tower is apparently abandoned. The electromagnetic spectrum used for communication is specifically licensed by the Federal communications Commission ("FCC") and no other device uses this frequency. The FCC strictly regulates the use of this frequency and Verizon follows the regulatory requirements. If there is believed to be possible interference, Verizon works with the affected party to determine if their signal is interfering and if so, will work to resolve the interference.

A site map and as-built drawings are attached as **Exhibit 9**. Photographs of the existing COW and other non-Verizon equipment on the Property are attached as **Exhibits 6 to 8**.

The location of the COW on the Property is exempt from an Environmental Assessment under Hawai'i Revised Statutes ("HRS") Chapter 343 under the Department of Land and Natural Resources' Exemption List, General Exemption Type 1 (Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing), Part 1, #46 ("Granting to a person the privilege to conduct operations involving the provision of goods, wares, merchandise, or services to the general public including, but not limited to, tours, food and beverage operations, retail operations, rental operations, or communications and telecommunications services in or on an existing building, facility, or area."); General Exemption Type 3 (Construction or location of single new small facilities or structures . . . including but not limited to: . . . (D) Water, sewage, electrical, gas, telephone, and other essential public utility services extensions to serve such structures or facilities), Part 1, #14 ("Construction or placement of utilities (telecommunications, electrical, solar panels, drainage, waterlines, sewers) and related equipment (such as transformers, poles, cables, wires, pipes) accessory to existing facilities."), #7 ("Utility service connection and installation."); and General Exemption Type 4 (Minor alterations in the conditions of land, water, or vegetation). As discussed throughout this ATF CUA, the request is for the continued location of the COW on the Property. No changes or construction is proposed and there are no significant adverse impacts expected from the continued location of the COW on the Property. If the COW is not authorized to remain on the Property there will be a gap in

telecommunications services in the area as there will be no Verizon coverage.

EXISTING CONDITIONS

Please describe the following, and attach maps, site plans, topo maps, colored photos, and biological or archaeological surveys as appropriate:

Existing access to site:

Access to the Property is directly across the entrance to the Airport mauka of Queen Kaahumanu Highway from a paved extension across from the Keahole Airport Road. The entrance to the Project Area is gated and the Property is fenced. A gravel road provides access to the COW. The Project Area is mauka of a Hawaiian Electric Light Company ("HELCO") power plant. See **Exhibit 10** [TMK map/location map]

Existing buildings/structures:

The COW presently exists on the Project Area. Also on the Property are abandoned radio towers and an abandoned shed which were existing on the Property prior to Verizon's installation of the COW. See **Exhibit 6 - 8** [Photographs]

Existing utilities (electrical, communication, gas, drainage, water & wastewater):

HELCO has existing utilities to the Property. The COW provides telecommunication access. There are no water or wastewater services as none are necessary.

Physiography (geology, topography, & soils):

LSB Rating: The LSB for the Property is E- Very Poor/not suitable and unclassified.

"LSB" refers to a soil classification under the Land Study Bureau Detailed Land Classification system. The Land Study Bureau of the University of Hawaii prepared an inventory of the States land resources. Reference is made to the Land Study Bureau's Overall Productivity Rating (LSB). The Overall Productivity Rating evaluates each Land Type in its over-all or general productive capacity and not for any specific crop. LSB Class ratings are from A-E, with "A" representing the class of highest productivity soils and "E" representing lowest. See **Exhibit 11**.

ALISH: The Property is unclassified with respect to the Agricultural Lands of Importance to the State of Hawaii ("ALISH"). See **Exhibit 12**.

The ALISH system established in 1977 by the State of Hawaii Department of Agriculture divides lands into three classifications ("Prime", "Unique", "Other"). The Property is Unclassified as it does not meet the criteria for classification as Prime, Unique or Other.

As shown on **Exhibits 6 - 8** [Photographs], the Property is generally flat with little to no vegetation except for some groundcover grasses.

Hydrology (surface water, groundwater, coastal waters, & wetlands):

The Property is within the Keauhou aquifer system which has a sustainable yield of 38 MGD. There is no surface water flowing through the Property nor are any wetlands present on the Property. See **Exhibit 13** [Wetlands]. The Property is approximately 2 miles from the shoreline and is outside of the Special Management Area.

The COW is a temporary above-ground telecommunications facility which will not utilize any water of any kind nor have any effect on surface, ground or coastal waters or wetlands.

Flora & fauna (indicate if rare or endangered plants and/or animals are present):

The Hawaii Statewide GIS Program which incorporated the State of Hawaii, Department of Land and Natural Resources, Division of Forestry and Wildlife mapping shows the Project Area in a low concentration of threatened and endangers plants. See **Exhibit 14** [GIS Map of T&E]. The Project Area is also not within a critical habitat area for threatened and endangered species. See **Exhibit 15** [GIS Map of critical habitat]. The Project Area itself has little to no vegetation with some groundcover grass.

Natural hazards (erosion, flooding, tsunami, seismic, etc.):

The Property is in Flood Zone X (moderate to low risk areas - areas determined to be outside 500-year flood plain). See **Exhibit 16** [Flood map]. The Property is outside of the Tsunami Evacuation Zone. The Property is located in Volcano Lava Flow Hazard Zone 4, which includes all of Hualalai, where the frequency of eruptions is lower than that for Kilauea or Mauna Loa. Lava coverage is proportionally smaller, about 5 percent since 1800, and less than 15 percent within the past 750 years. All of Hawai'i Island is subject to seismic activity on a regular basis due to the activity at Kilauea and Mauna Loa.

Historic & cultural resources:

The State Historic Preservation Division of the State of Hawaii Department of Land and Natural Resources ("SHPD") staff archaeologist (former) Mike Vitousek conducted an archeological field inspection on October 3, 2012. No archaeological resources or historic properties were recorded during this field visit. Therefore, SHPD issued a letter dated October 5, 2012 stating that **no historic properties will be affected** by the Project, and advised that in the event historic resources, including human skeletal remains, structural remains, sand deposits, midden deposits, or lava tubes are identified during project activities, work in the immediate vicinity of the find should be stopped, the find is to be protected from additional disturbance, and the SHPD contacted. See **Exhibit 17** [October 5, 2012 SHPD letter]. No change is proposed to the Project by this ATF CDUA which requests permission for the COW to stay in place for a longer term.

There are no known cultural resources or practices exercised on the Property - the Property is arid and in a fairly urban area near the airport.

EVALUATION CRITERIA

The Department or Board will evaluate the merits of a proposed land use based upon the following eight criteria (*ref §13-5-30(c)*)

1. The purpose of the Conservation District is to conserve, protect, and preserve the important natural and cultural resources of the State through appropriate management and use to promote their long-term sustainability and the public health, safety, and welfare. (*ref §13-5-1*) How is the proposed land use consistent with the purpose of the conservation district?

The Project is consistent with the purpose of the Conservation District § 13-5-1 of the Hawai'i Administrative Rules ("HAR") as it is a temporary use and is allowable with an application of a Departmental Permit which regulates land use and provides the appropriate management in the Conservation District in conformance with the rules. The COW was previously granted CDUP HA-3656. This ATF CDUA seeks an extension of this permit or an ATF CDUP for the COW's continued use of the Project Area for the same purpose as previously approved until such time as Verizon can secure a permanent location.

The facility is an identified land use in the Protected Subzone under HAR § 13-5-22, P-14 Telecommunications and thus allowed in the General Subzone per HAR § 13-5-25(a). The proposed project is expected to benefit the public with the improvement of telecommunications services that will support communications, public health, safety and welfare and utilize only a small portion of the Property.

2. How is the proposed use consistent with the objectives of the subzone of the land on which the land use will occur? (*ref §13-5-11 through §13-5-15*)

As discussed above, telecommunications facilities are a permitted use with a CDUP in the General Subzone.

3. Describe how the proposed land use complies with the provisions and guidelines contained in chapter 205A, HRS, entitled "Coastal Zone Management" (*see 205A objectives on p. 9*).

Although the Property, like the entire State, is within the Coastal Zone Management Area, the Property is not within the Special Management Area and is located approximately two (2) miles from the shoreline.

As such the Project, which allows for the continued location of communication facilities on the Property will not directly, although the communications services provided by the Project will assist in facilitating some of the guidelines below:

- Provide coastal recreational opportunities accessible to the public;
- Protect beaches for public use and recreation;
- Stimulate public awareness, education, and participation in coastal management;
- Improve the development review process, communication, and public participation in the management of coastal resources and hazards; or
- Promote the protection, use, and development of marine and coastal resources to

- assure their sustainability.
- Protect valuable coastal ecosystems, including reefs, from disruption and minimize adverse impacts on all coastal ecosystems.

The Project will:

- Provide public or private facilities and improvements important to the State's economy in suitable locations; and
 - Reduce hazard to life and property from tsunami, storm waves, stream flooding, erosion, subsidence, and pollution
- as the Project ensures continued telecommunications coverage and supports emergency (i.e., 911) communications.

With respect to protecting and preserving natural and manmade historic and prehistoric resources in the coastal zone management area that are significant in Hawaiian and American history and culture, as noted above, pursuant to an archeological field inspection on October 3, 2012, no archaeological resources or historic properties were recorded in the Project Area, and no historic properties will be affected by the Project. In the event historic resources, including human skeletal remains, structural remains, sand deposits, midden deposits, or lava tubes are identified during project activities, work in the immediate vicinity of the find will be stopped, the find will be protected from additional disturbance, and the SHPD will be contacted. No cultural resources or practices have been identified within the Property.

With respect to the protection of scenic and open space resources, the Property is located mauka of a HELCO power plant and therefore cannot be seen from the coast or Queen Kaahumanu Highway. The Project Area is makai of the County of Hawaii Department of Water Supply tanks and therefore does not disrupt a mauka to makai scenic view.

4. Describe how the proposed land use will not cause substantial adverse impact to existing natural resources within the surrounding area, community or region.

The COW's antenna is smaller than the existing AM tower and surrounding HELCO infrastructure and is located behind the existing HELCO power plant and thus is not easily visible from Queen Kaahumanu Highway. As described above, the COW is a mobile, temporary facility with the Project elements placed above-grade with minimal ground disturbance. The location of the COW on the subject Property will not cause substantial adverse impacts to any existing natural resources within the surrounding area, community or region, but will instead support public health, welfare and safety by increasing the availability of telecommunications services in the area.

5. Describe how the proposed land use, including buildings, structures and facilities, is compatible with the locality and surrounding areas, appropriate to the physical conditions and capabilities of the specific parcel or parcels.

The Project encompasses the same type of use already allowed on the Property and in the

area. The COW structure itself is small in size compared to the surrounding uses, being about 9 feet wide by 30 feet long, with a telescoping pole that extends to a maximum of approximately 40 feet in height. The guy wires are anchored to concrete blocks. The Property is located between the HELCO power plant and County of Hawaii water tanks, and similarly provides necessary utility infrastructure and telecommunications coverage for the surrounding area.

6. Describe how the existing physical and environmental aspects of the land, such as natural beauty and open space characteristics, will be preserved or improved upon.

The collocation of the facility on a site with existing telecommunications infrastructure is intended to reduce the impact to surrounding areas to preserve open space. As discussed above, the COW is a mobile feature that is placed on the Property with minimal disturbance to the surface of the surface. Furthermore, there are no known historic, cultural, archaeological resources, or threatened or endangered species on the Property or within the surrounding area that will be adversely impacted by the continued placement of the COW on the Property. There is minimal vegetation on the site and any such vegetation will not be disturbed by the Project.

7. If applicable, describe how subdivision of land will not be utilized to increase the intensity of land uses in the Conservation District.

N/A. There will be no subdivision of the Property.

8. Describe how the proposed land use will not be materially detrimental to the public health, safety and welfare.

Following license requirements by the Federal Communications Commission, the Verizon COW meets the safety standards established to protect public health, safety and welfare. The COW benefits the public health, safety, and welfare by improving communication in the area and providing additional telecommunications coverage.

CULTURAL IMPACTS

Articles IX and XII of the State Constitution, other state laws, and the courts of the State, require government agencies to promote and preserve cultural beliefs, practices, and resources of Native Hawaiians and other ethnic groups.

Please provide the identity and scope of cultural, historical, and natural resources in which traditional and customary native Hawaiian rights are exercised in the area.

There are no known cultural, historical, or natural resources on the Property which are used for traditional and customary practices and the Property itself is not known to have any such practices on or in the nearby areas. The entire Property is fenced in.

Identify the extent to which those resources, including traditional and customary Native Hawaiian rights, will be affected or impaired by the proposed action.

Because there are no known cultural, historical, or natural resources on the Property which are used for traditional and customary practices, the continued citing of the COW on the Property will not impact such resources or practices.

What feasible action, if any, could be taken by the Board of Land and Natural Resources in regards to your application to reasonably protect Native Hawaiian rights?

Should there be concerns regarding the location of the COW in its current location, it could be relocated to another portion of the Property. However, because there are no known cultural, historical, or natural resources on the Property which are used for traditional and customary practices, the continued citing of the COW on the Property will not impact such resources or practices and there is no action required by the Board of Land and Natural Resources to protect such rights and resources as applied to this ATF CDUA.

In the event that historic resources, including human skeletal remains, structural remains, sand deposits, midden deposits, or lava tubes are identified during the project activities, the Applicant will cease work in the immediate area of the find, and protect the find from disturbance and contact the SHPD at 808-933-7653.

OTHER IMPACTS

Does the proposed land use have an effect (positive/negative) on public access to and along the shoreline or along any public trail?

The Project Area is approximately two miles from the shoreline and therefore there is no impact by the Project on the shoreline. There are no public trails within the Project Area and the entire Project Area is enclosed by a fence.

Does the proposed use have an effect (positive/negative) on beach processes?

The proposed use does not have any adverse effect on beach processes but may have a positive effect in terms of providing telecommunication services to the area, including emergency services.

Will the proposed use cause increased sedimentation?

No.

Will the proposed use cause any visual impact on any individual or community?

The Project will be visible from the road fronting the Project Area, but not visible from Queen Kaahumanu Highway because it is mauka of a HELCO power plant. See Exhibit __ [maps and photographs]

Please describe any sustainable design elements that will be incorporated into the proposed land use (*e.g. the use of efficient ventilation and cooling systems; renewable energy generation; sustainable building materials; permeable paving materials; efficient energy and water systems; efficient waste management systems; etc.*).

The use of outdoor cabinets for the radio equipment reduces the power consumption of the air conditioning units that would otherwise be used with equipment inside a shelter.

If the project involves landscaping, please describe how the landscaping is appropriate to the Conservation District (*e.g. use of indigenous and endemic species; xeriscaping in dry areas; minimizing ground disturbance; maintenance or restoration of the canopy; removal of invasive species; habitat preservation and restoration; etc.*)

N/A. The Project does not involve landscaping.

Please describe Best Management Practices that will be used during construction and implementation of the proposed land use.

The COW is temporary structure and is already located in the Project Area so no new construction is proposed. Verizon maintains the Project Area by removing rubbish.

Please describe the measures that will be taken to mitigate the proposed land use's environmental and cultural impacts.

The Project uses a small area and existing access driveway on the Property with all Project elements being above grade to have minimal to no subsurface impacts. The COW is a Cell on Wheels and can therefore be easily removed from the Property with minimal work. As discussed above, the continued location of the COW on the Property will not result in any adverse environmental impacts or cultural impacts. There are no known cultural resources or practices on the Property. This ATF CDUA does not propose any new construction on the Property, but instead is intended to extend the authorization to allow the COW to continue to remain on the Property.

SINGLE FAMILY RESIDENTIAL STANDARDS NOT APPLICABLE

Single Family Residences must comply with the standards outlined in HAR Chapter 13-5, Exhibit 4. Please provide preliminary architectural renderings (e.g. building foot print, exterior plan view, elevation drawings; floor plan, etc.) drawn to scale.

SIZE OF LOT

	Existing	Proposed	Total
Proposed building footprint			
Paved areas/ impermeable surfaces			
Landscaped areas			
Unimproved areas			

SETBACKS Front: Side: Back:

SHORELINE PROPERTIES

Average Lot Depth (ALD): Average annual coastal erosion rate:

Minimum shoreline setback based on Exhibit 4:

Actual shoreline setback or proposed structure:

MAXIMUM DEVELOPABLE AREA

The Maximum Developable Area includes all floor areas under roof, including first, second, and third stories, decks, pools, saunas, garage or carport, and other above ground structures.

Maximum Developable Area based on Exhibit 4:

Actual Developable Area of proposed residence:

Actual height of the proposed building envelope as defined in Exhibit 4:

COMPATIBILITY

Provide justification for any propose deviation from the established residential standards.

How is the design of the residence compatible with the surrounding area?

If grading is proposed, include a grading plan which provides the amount of cut and fill. Has grading or contouring been kept to a minimum?

CHAPTER 205A – COASTAL ZONE MANAGEMENT

Land uses are required to comply with the provisions and guidelines contained in Chapter 205A, Hawai'i Revised Statutes (HRS), entitled "Coastal Zone Management," as described below:

- **Recreational resources:** Provide coastal recreational opportunities accessible to the public.
- **Historic resources:** Protect, preserve, and, where desirable, restore those natural and manmade historic and prehistoric resources in the coastal zone management area that are significant in Hawaiian and American history and culture.
- **Scenic and open space resources:** Protect, preserve, and, where desirable, restore or improve the quality of coastal scenic and open space resources.
- **Coastal ecosystems:** Protect valuable coastal ecosystems, including reefs, from disruption and minimize adverse impacts on all coastal ecosystems.
- **Economic uses:** Provide public or private facilities and improvements important to the State's economy in suitable locations.
- **Coastal hazards:** Reduce hazard to life and property from tsunami, storm waves, stream flooding, erosion, subsidence, and pollution.
- **Managing development:** Improve the development review process, communication, and public participation in the management of coastal resources and hazards.
- **Public participation:** Stimulate public awareness, education, and participation in coastal management.
- **Beach protection:** Protect beaches for public use and recreation.
- **Marine resources:** Promote the protection, use, and development of marine and coastal resources to assure their sustainability.

CERTIFICATION

I hereby certify that I have read this completed application and that, to the best of my knowledge, the information in this application and all attachments and exhibits is complete and correct. I understand that the failure to provide any requested information or misstatements submitted in support of the application shall be grounds for either refusing to accept this application, for denying the permit, or for suspending or revoking a permit issued on the basis of such misrepresentations, or for seeking of such further relief as may seem proper to the Land Board.

I hereby authorize representatives of the Department of Land and Natural Resources to conduct site inspections on my property. Unless arranged otherwise, these site inspections shall take place between the hours of 8:00 a.m. and 4:30 p.m.

NOAH GRODZIN

Signature of authorized agent(s) or if no agent, signature of applicant

AUTHORIZATION OF AGENT

I hereby authorize Carlsmith Ball LLP to act as my representative and to bind me in all matters concerning this application.

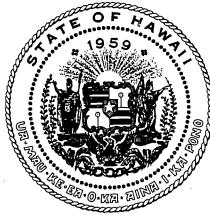
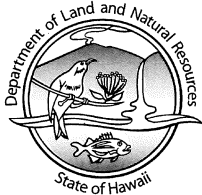
NOAH GRODZIN

Noah Grodzin, Senior Engineering Specialist - Network Reg/RE Hawaii
Cellco Partnership dba Verizon Wireless

Signature of applicant(s)

EXHIBIT 1

NEIL ABERCROMBIE
GOVERNOR OF HAWAII



STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES

OFFICE OF CONSERVATION AND COASTAL LANDS
POST OFFICE BOX 621
HONOLULU, HAWAII 96809

WILLIAM J. AILA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ESTHER KIA'AINA
FIRST DEPUTY

WILLIAM M. TAM
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

REF: OCCL: AJR

CDUA: HA-3656

Mike Beason, Consultant
1910 Ala Moana Blvd., #21C
Honolulu, HI 96815

APR 30 2013

SUBJECT: CONSERVATION DISTRICT USE PERMIT (CDUP) No. HA-3656 FOR THE VERIZON WIRELESS HI3-KONA AIRPORT COW TELECOMMUNICATIONS FACILITY
North Kona District, Island of Hawaii
TMK: (3) 7-3-049:038

This is to inform you that on **April 26, 2013** the Chair of the Board of Land and Natural Resources approved Conservation District Use Permit (CDUP) **HA-3656** for the Verizon Wireless HI3-Kona Airport Cellular on Wheels (COW) Telecommunications Facility Project, on *TMK: (3) 7-3-049:038*, North Kona District, Island of Hawaii, subject to the following conditions:

1. The permittee shall comply with all applicable statutes, ordinances, rules, and regulations of the federal, state, and county governments, and applicable parts of this chapter;
2. The permittee, its successors and assigns, shall indemnify and hold the State of Hawaii harmless from and against any loss, liability, claim, or demand for property damage, personal injury, and death arising out of any act or omission of the applicant, its successors, assigns, officers, employees, contractors, and agents under this permit or relating to or connected with the granting of this permit;
3. The permittee shall obtain appropriate authorization from the department for the occupancy of state lands, if applicable;
4. The permittee shall comply with all applicable department of health administrative rules;
5. Before proceeding with any work authorized by the department or the board, the permittee shall submit four copies of the construction plans and specifications to the chairperson or an authorized representative for approval for consistency with the conditions of the permit and the declarations set forth in the permit application. Three of the copies will be returned to the permittee. Plan approval by the chairperson does not constitute approval required from other agencies;

6. Unless otherwise authorized, **any work or construction to be done on the land shall be initiated within one (1) year of the approval of such use**, in accordance with construction plans that have been signed by the chairperson, and **shall be completed within four (4) years of the approval of such use**. The permittee shall notify the department in writing when construction activity is initiated and when it is completed;
7. At project completion the permittee shall remove the COW and all associated structures and improvements from the subject parcel and shall return the site to its original natural condition;
8. The permittee understands and agrees that the permit does not convey any vested right(s) or exclusive privilege;
9. In issuing the permit, the department and board have relied on the information and data that the permittee has provided in connection with the permit application. If, subsequent to the issuance of the permit such information and data prove to be false, incomplete, or inaccurate, this permit may be modified, suspended, or revoked, in whole or in part, and the department may, in addition, institute appropriate legal proceedings;
10. When provided or required, potable water supply and sanitation facilities shall have the approval of the department of health and the county department of water supply;
11. Provisions for access, parking, drainage, fire protection, safety, signs, lighting, and changes on the landscape shall be provided;
12. Where any interference, nuisance, or harm may be caused, or hazard established by the use, the permittee shall be required to take measures to minimize or eliminate the interference, nuisance, harm, or hazard;
13. Obstruction of public roads, trails, lateral shoreline access, and pathways shall be avoided or minimized. If obstruction is unavoidable, the permittee shall provide alternative roads, trails, lateral beach access, or pathways acceptable to the department;
14. Except in case of public highways, access roads shall be limited to a maximum of two lanes;
15. During construction, appropriate mitigation measures shall be implemented to minimize impacts to off-site roadways, utilities, and public facilities;
16. Cleared areas shall be re-vegetated, in accordance with landscaping guidelines provided in this chapter, within thirty days unless otherwise provided for in a plan on file with and approved by the department;
17. Use of the area shall conform with the program of appropriate soil and water conservation district or plan approved by and on file with the department, where applicable;
18. The permittee shall obtain any necessary county building or grading permits or both for the use prior to final construction plan approval by the department;
19. Artificial light from exterior lighting fixtures, including but not limited to floodlights, uplights, or spotlights used for decorative or aesthetic purposes, shall be prohibited if the

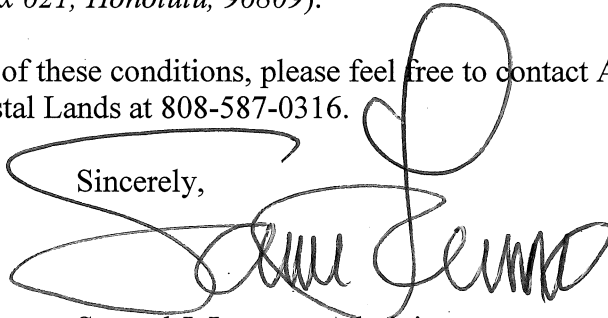
light directly illuminates or is directed to project across property boundaries toward the shoreline and ocean waters, except as may be permitted pursuant to section 205A-71, HRS. All exterior lighting shall be shielded to protect the night sky;

20. The permittee acknowledges that the approved work shall not hamper, impede, or otherwise limit the exercise of traditional, customary, or religious practices of native Hawaiians in the immediate area, to the extent the practices are provided for by the Constitution of the State of Hawaii, and by Hawaii statutory and case law; and
21. Other terms and conditions as prescribed by the chairperson.

Please acknowledge receipt of this approval, with the above noted conditions, in the space provided below. **Please sign both copies; keep one copy and return the other copy within thirty (30) days to the OCCL (PO Box 621, Honolulu, 96809).**

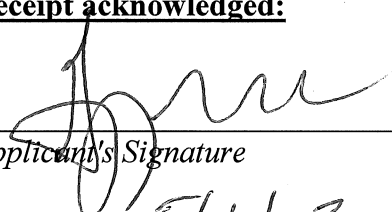
Should you have any questions on any of these conditions, please feel free to contact Alex J. Roy of the Office of Conservation and Coastal Lands at 808-587-0316.

Sincerely,



Samuel J. Lemmo, Administrator
Office of Conservation and Coastal Lands

Receipt acknowledged:


Applicant's Signature

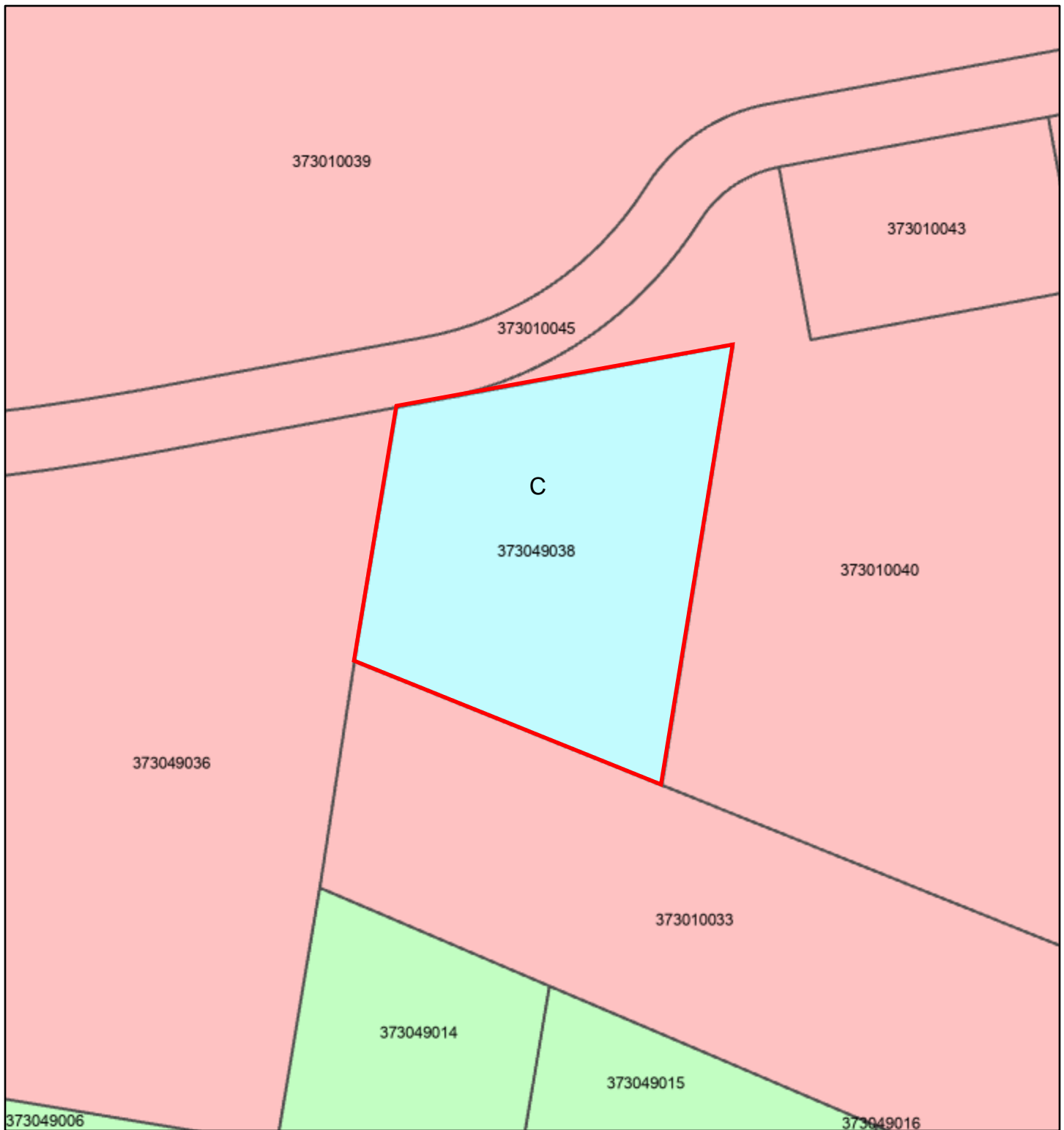
Date

5/6/13

CC: Chairperson
HDLO
County of Hawaii - Department of Planning
County of Hawaii - Department of Public Works
DOFAW

Attachments: OCCL Staff Report

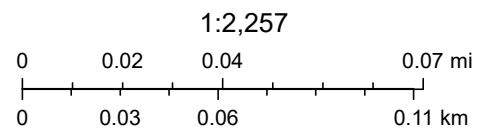
EXHIBIT 2
SLU Map for TMK (3) 7-3-049-038



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SLU Map for TMK (3) 7-3-049-038

C - Conservation



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA

ArcGIS Web AppBuilder

Sources: Esri, USGS | Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA

EXHIBIT 3

SUBJECT
PROPERTY

CONSERVATION SUBZONE MAP

Subject Property is within the General Subzone

Legend

Hawaii Tax Map Key - 2012

Conservation Subzone

- Conservation
- GENERAL
- LIMITED
- PROTECTED
- RESOURCE
- SPECIAL

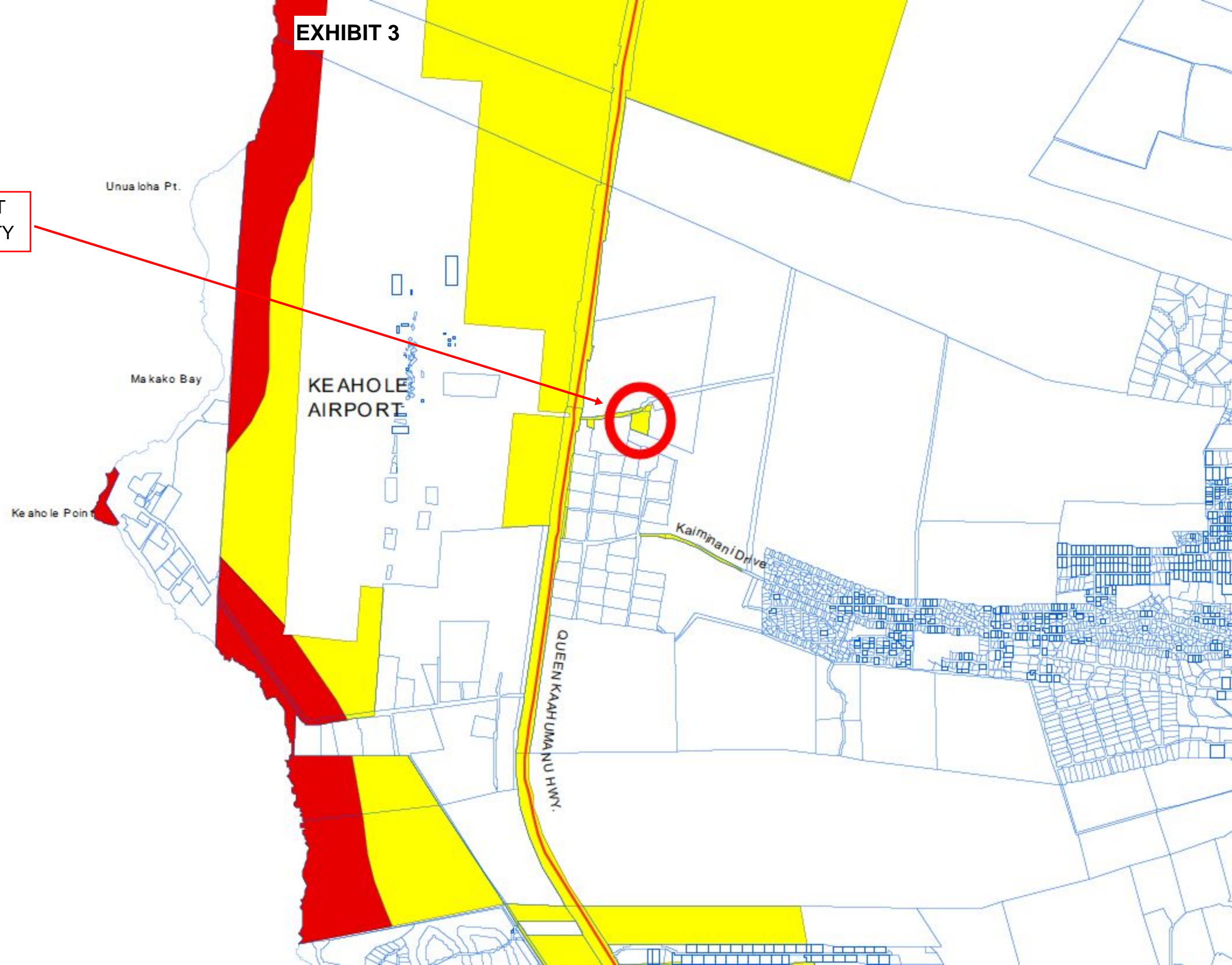
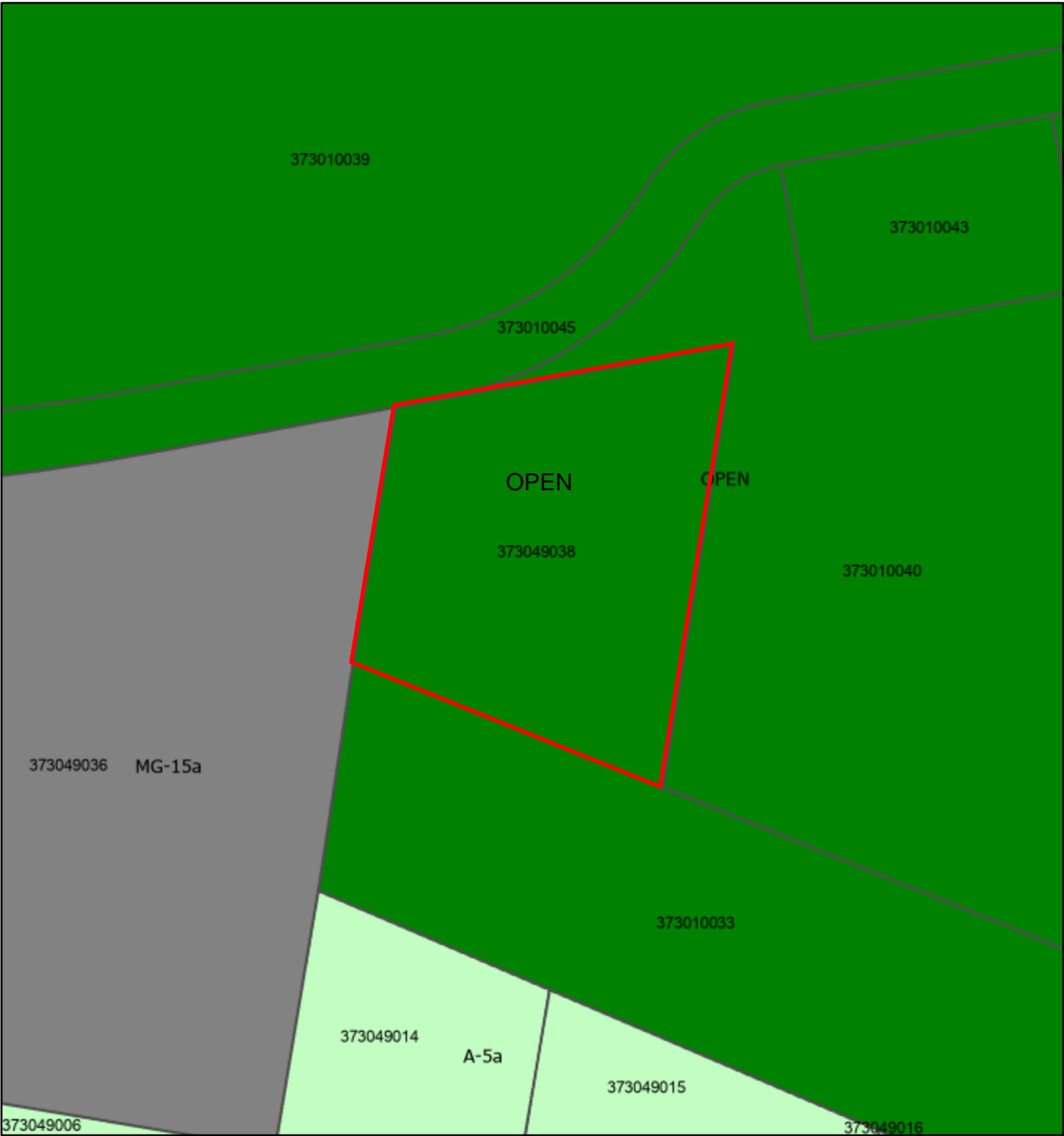


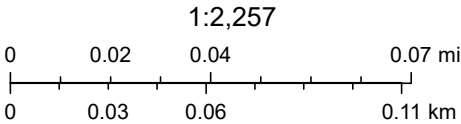
EXHIBIT 4
Zoning Map for TMK (3) 7-3-049-038



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Zoning Map for TMK (3) 7-3-049-038

OPEN - Open or O Open District



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA

ArcGIS Web AppBuilder

Sources: Esri, USGS | Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA

Region

JOSH GREEN, M.D.
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA



DAWN N. S. CHANG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE
MANAGEMENT

STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAI'I
DEPARTMENT OF LAND AND NATURAL RESOURCES
KA 'OIHANA KUMUWAIWAI 'ĀINA
LAND DIVISION

P.O. BOX 621
HONOLULU, HAWAII 96809

September 29, 2023

County of Hawaii

CELLCO PARTNERSHIP
DBA VERIZON WIRELESS
180 WASHINGTON VALLEY ROAD
BEDMINSTER, NJ 07921

Dear Permittee:

Subject: Revocable Permit No. S-7834

The Board of Land and Natural Resources ("Board") at its meeting on September 22, 2023, 2023, under agenda item D-11, approved the continuation of your Revocable Permit ("RP") on a month-to-month basis for an additional year up to December 31, 2024 effective January 1, 2024. Accordingly, beginning January 1, 2024 your rent will be \$2,572.71 per month. The Board additionally reserved the right at any time to review and establish new rental charges for any RP to reflect market conditions or the fair rental for the rights and privileges granted by such RP. Therefore, during the additional year up to December 31, 2024, please understand that your RP rent is subject to further review.

If we do not hear from you by October 29, 2023, we will assume that you have accepted the new rent and will instruct our Fiscal Office to bill you accordingly and collect any additional security deposit due. If you do not agree with the new rent, please notify us in writing of your intent to terminate the RP and vacate the premises by December 31, 2023.

Please contact your District Land Office at (808) 961-9590 if you have any questions.

Sincerely,

Russell Y. Tsuji
ADMINISTRATOR

cc: Central Files

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

REVOCABLE PERMIT NO. S-7834

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this 7th day of April, 2015, by and between the STATE OF HAWAII, hereinafter referred to as the "State," by its Board of Land and Natural Resources, hereinafter called the "Board," and CELLCO PARTNERSHIP, a General Delaware Partnership, dba Verizon Wireless, hereinafter called the "Permittee," whose mailing address is 180 Washington Valley Road, Bedminster, New Jersey 07921. The parties agree that commencing on the 1st day of April, 2015, ("commencement date"), Permittee is permitted to enter and occupy, on a month-to-month basis only, pursuant to section 171-55, Hawaii Revised Statutes, that certain parcel of public land (and any improvements located thereupon) situate at Kalaoa, North Kona, Island of Hawaii, Hawaii, tax map key no. (3) 7-3-049:Portion of 038, as indicated on the maps attached hereto and made parts hereof, containing an approximate area of 0.50 acre or 21,780 square feet, more or less, which parcel is hereinafter referred to as the "Premises."

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

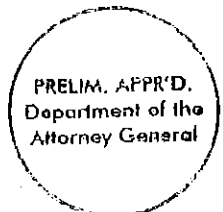
1. Occupy and use the Premises for the following specified purposes only: temporary, mobile, wireless cellular transmission site.
2. Pay, at the Department of Land and Natural Resources Fiscal Office, P.O. Box 621, Honolulu, Hawai'i 96809, monthly rent in the sum of ONE THOUSAND SIX HUNDRED THIRTY FIVE AND NO/100 DOLLARS (\$1,635.00) payable in advance by the first of each and every month.

The interest rate on any unpaid or delinquent rentals shall be at one per cent (1%) per month.

If monthly rent is not received at the above address on or before the first day of the month for which it is due, then a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) a month for each delinquent payment shall be assessed and payable. The service charge is in addition to interest on unpaid or delinquent rentals. Interest shall not accrue on the service charge.

Payment of such service charge shall not excuse or cure any default by Permittee under this Permit.

3. Upon execution of this Permit, deposit with the Board an amount equal to two times the monthly rental stated above in paragraph 2, as security for the faithful performance of all of these terms and conditions.
The deposit will be returned to the Permittee upon termination or revocation of this Permit, if and only if all of the terms and conditions of this Permit have been observed and performed to the satisfaction of an authorized representative of the Department of Land and Natural Resources ("DLNR"). Otherwise, the deposit may, at the option of an authorized representative of the DLNR be applied toward payment of any amounts owed hereunder, without waiving any of the Board's other rights hereunder.
4. At the Permittee's own cost and expense, keep any government-owned improvements located on the Premises insured against loss by fire and other hazards, casualties, and contingencies, for the full insurable value of those improvements. The policies shall name the State of Hawaii as an additional insured and loss payee and shall be filed with the DLNR. In the event of loss, damage, or destruction of those improvements, the DLNR shall retain from the proceeds of the policies those amounts it deems necessary to cover the loss, damage, or destruction of the government-owned improvements and the balance of those proceeds, if any, shall be delivered to the Permittee.
5. Give the Board twenty-five (25) calendar days notice, in writing, before vacating the Premises.
6. Pay all real property taxes assessed against the Premises from the commencement date of this Permit.
7. At its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time during the term of this Permit applicable to the Premises, including, without limiting the generality of the foregoing, the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations imposing any requirements that the Premises be made accessible to persons with disabilities; and, indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.



8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
9. Obtain the prior written consent of the Board before making any major improvements.
10. Keep the Premises and improvements in a clean, sanitary, and orderly condition.
11. Pay all charges, assessments, or payments for water, other utilities, and the collection of garbage as may be levied, charged, or be payable with respect to the Premises.
12. Not make, permit, or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Premises.
13. At all times with respect to the Premises, use due care for public safety.
14. Procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Permit, comprehensive general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the DLNR. The insurance shall cover the entire Premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the use or control of the Permittee.

Prior to entry and use of the Premises or within fifteen (15) days after the commencement date of this Permit, whichever is sooner, furnish the State with a certificate(s) showing the policy(s) to be initially in force, keep the certificate(s) on deposit during the entire Permit term, and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the State. The State may at any time require the Permittee to provide the State with copies of the insurance policy(s) that are or were in effect during the permit period.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Permit. If, in the opinion of the State, the insurance provisions in this Permit do not provide adequate protection for the State, the State may require Permittee to obtain

insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The State shall notify Permittee in writing of changes in the insurance requirements and Permittee shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Permittee's liability under this Permit nor to release or relieve the Permittee of the indemnification provisions and requirements of this Permit. Notwithstanding the policy(s) of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, or loss caused by Permittee's negligence or neglect connected with this Permit. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Permittee's policy.

The insurance certificate(s) shall be mailed to:

State of Hawaii
Department of Land and Natural Resources
Land Division
Box 621
Honolulu, Hawaii 96809

15. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Permittee (other than condemnation proceedings), the Permittee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the State.
16. The Permittee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the State in enforcing the covenants and agreements of this Permit, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges.

B. Additional Conditions:

1. This Permit is issued and effective on a month-to-month basis. The Permit shall automatically terminate one year from the commencement date, unless earlier revoked as provided below, provided further that the Board may allow the Permit to continue on a month-to-month basis for additional one year periods. Any such extension shall have the same terms and conditions as this Permit, except for the commencement date

and any amendments to the terms, as reflected in the Board minutes of the meeting at which the Board acts. Permittee agrees to be bound by the terms and conditions of this Permit and any amendments to this Permit so long as Permittee continues to hold a permit for the Premises or continues to occupy or use the Premises.

2. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) calendar days prior to the revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) calendar days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) calendar days prior to the revocation.
3. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Permittee shall be liable for and shall pay the previously applicable monthly rent, computed and prorated on a daily basis, for each day the Permittee remains in possession.
4. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Board, by its agents, or representatives, may enter upon the Premises, without notice, and at Permittee's cost and expense remove and dispose of all vehicles, equipment, materials, or any personal property remaining on the Premises, and the Permittee agrees to pay for all costs and expenses of removal, disposition, or storage.
5. The Board may at any time increase or decrease the monthly rental by written notice at least thirty (30) business days prior to the date of change of rent. Upon such notice, the Permittee shall deposit with the Board any additional monies required to maintain an amount equal to two times the new monthly rental as security for the faithful performance of all of these terms and conditions.
6. Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the Permittee shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow, the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.
7. The Board reserves the right for its agents or representatives to enter or cross any portion of the Premises at any time.

8. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
9. Permittee has inspected the Premises and knows the conditions thereof and fully assumes all risks incident to its use.
10. The acceptance of rent by the Board shall not be deemed a waiver of any breach by the Permittee of any term, covenant, or condition of this Permit nor of the Board's right to declare and enforce a forfeiture for any breach, and the failure of the Board to insist upon strict performance of any term, covenant, or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or option of this Permit.
11. The use and enjoyment of the Premises shall not be in support of any policy which discriminates upon any basis or in any manner that is prohibited by any applicable federal, state, or county law.
12. Any and all disputes or questions arising under this Permit shall be referred to the Chairperson of the Board and his determination of these disputes or questions shall be final and binding on the parties.
13. Permittee shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. Permittee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of Permittee's business, and then only after written notice is given to the Board of the identity of such materials and upon the Board's consent, which consent may be withheld at the Board's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Permittee, then the Permittee shall be responsible for the costs thereof. In addition, Permittee shall execute affidavits, representations and the like from time to time at the Board's request concerning the Permittee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Permittee.

Permittee agrees to indemnify, defend, and hold the State of Hawaii, the Board, and their officers, employees, and agents harmless from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the use or release of hazardous materials on the Premises occurring while Permittee is in possession, or elsewhere if

caused by Permittee or persons acting under Permittee. These covenants shall survive the expiration, revocation, or termination of the Permit.

For the purpose of this Permit "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

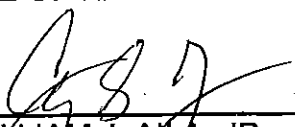
14. Prior to termination or revocation of the subject Permit, Permittee shall conduct a Phase I environmental site assessment and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health, and the DLNR. Failure to comply with the provisions of this paragraph shall not extend the term of this Permit or automatically prevent termination or revocation of the Permit. The Board, at its sole option, may refuse to approve termination or revocation unless this evaluation and abatement provision has been performed. In addition or in the alternative, the Board may, at its sole option if Permittee does not do so, arrange for performance of the provisions of this paragraph, all costs and expenses of such performance to be charged to and paid by Permittee.
15. Permittee shall indemnify, defend, and hold harmless the State of Hawaii, its officers, agents, and employees from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the Permittee or the Permittee's employees, agents, or officers under this Permit. The provisions of this paragraph shall remain in full force and effect notwithstanding the revocation, expiration, or termination of this Permit. The purchase of liability insurance shall not relieve Permittee of the obligations described herein.
16. Unless otherwise agreed by the Board in its sole discretion, payments received will be applied first to attorneys' fees, costs, assessments, real property taxes, or other costs incurred or paid by the Board with respect to the Premises, next to service charges or interest, next to any other charges due or owing under the Permit, next to delinquent monthly rent, and next to current rent.
17. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Permittee shall be delivered or addressed to the address stated above.

Notice to State of Hawai'i shall be delivered or addressed to the Chairperson of the Board at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes, provided that Permittee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Permittees hereunder, notice to one Permittee shall be deemed notice to all Permittees.

18. The Permittee is to submit a Conservation District Use Application and all associated documents for a Departmental Permit from the Office of Conservation and Coastal Lands, and secure the Departmental Permit prior to issuance of the revocable permit.
19. Unless the text indicates otherwise, the use of any gender shall include all genders and, if the Permittee includes more than one person, the singular shall signify the plural and this Permit shall bind the persons, and each of them jointly and severally.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII


By 
~~WILLIAM J. AILA, JR.~~ CARTY S. CHANG
Interim Chairperson of the Board of Land and Natural Resources

Approved by the Board of
Land and Natural Resources
at its meeting held on
May 10, 2013.


STATE

CELLCO PARTNERSHIP, dba
Verizon Wireless, a General Delaware
Partnership

APPROVED AS TO FORM:


DANIEL A. MORRIS
Deputy Attorney General

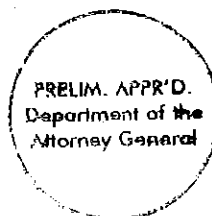
Dated: JUN 13 2013

By 
5-27-14 Brian Mecum
Its Area Vice President Network

And by _____

Its _____

PERMITTEE



STATE OF HAWAII

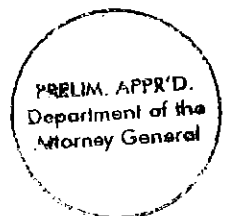
COUNTY OF

)
) SS.
)

On this _____ day of _____, 20____, before me personally appeared _____ and _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

My commission expires: _____



NOTARY ACKNOWLEDGMENT

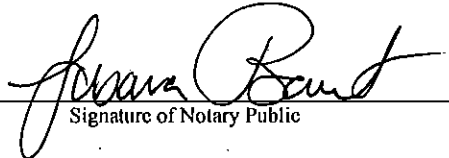
STATE OF CALIFORNIA

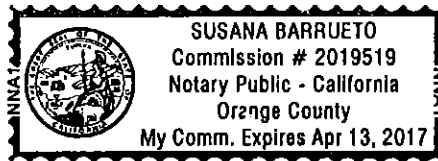
COUNTY OF ORANGE

On MAY 27, 2014 before me, SUSANA BARRUETO, a Notary Public, personally appeared Brian Mecum who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

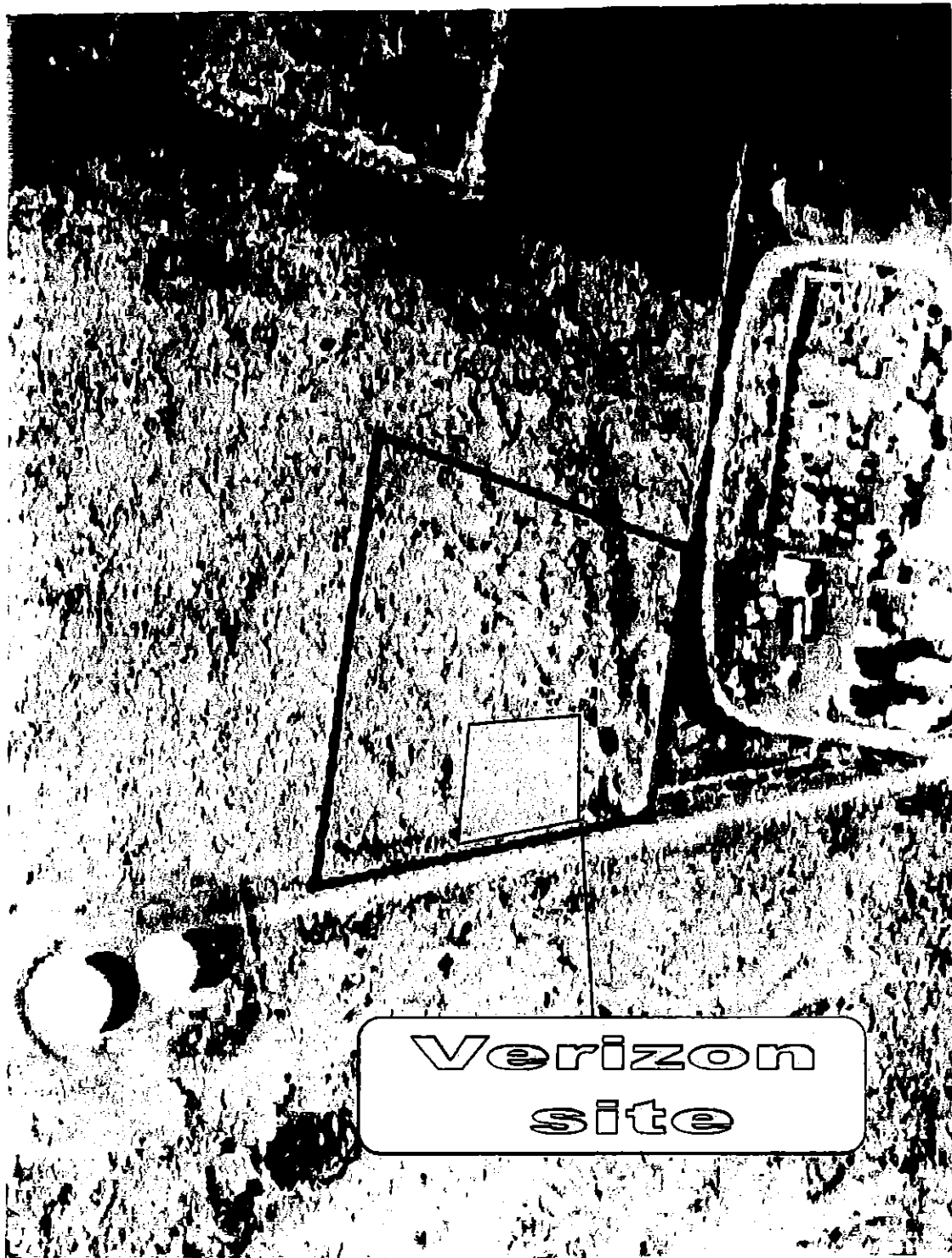
WITNESS my hand and official seal.


Signature of Notary Public



Place Notary Seal Above

PRELIM. APPR'D.
Department of the
Attorney General

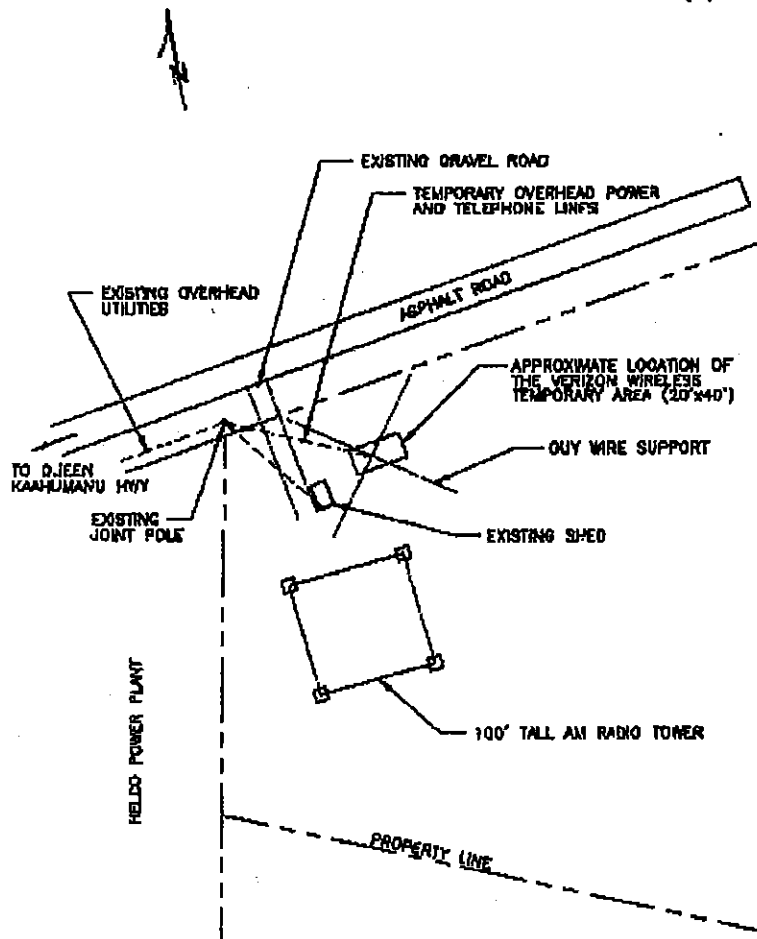


Verizon
site

EXHIBIT A

PRELIM. APPR'D.
Department of the
Attorney General

Verizon Wireless
H13-Kona Airport
Kailua-Kona, Hawaii
TMK (3) 7-3-049: 038



Site Plan
NO SCALE

EXHIBIT A

PRELIM. APPR'D.
Department of the
Attorney General

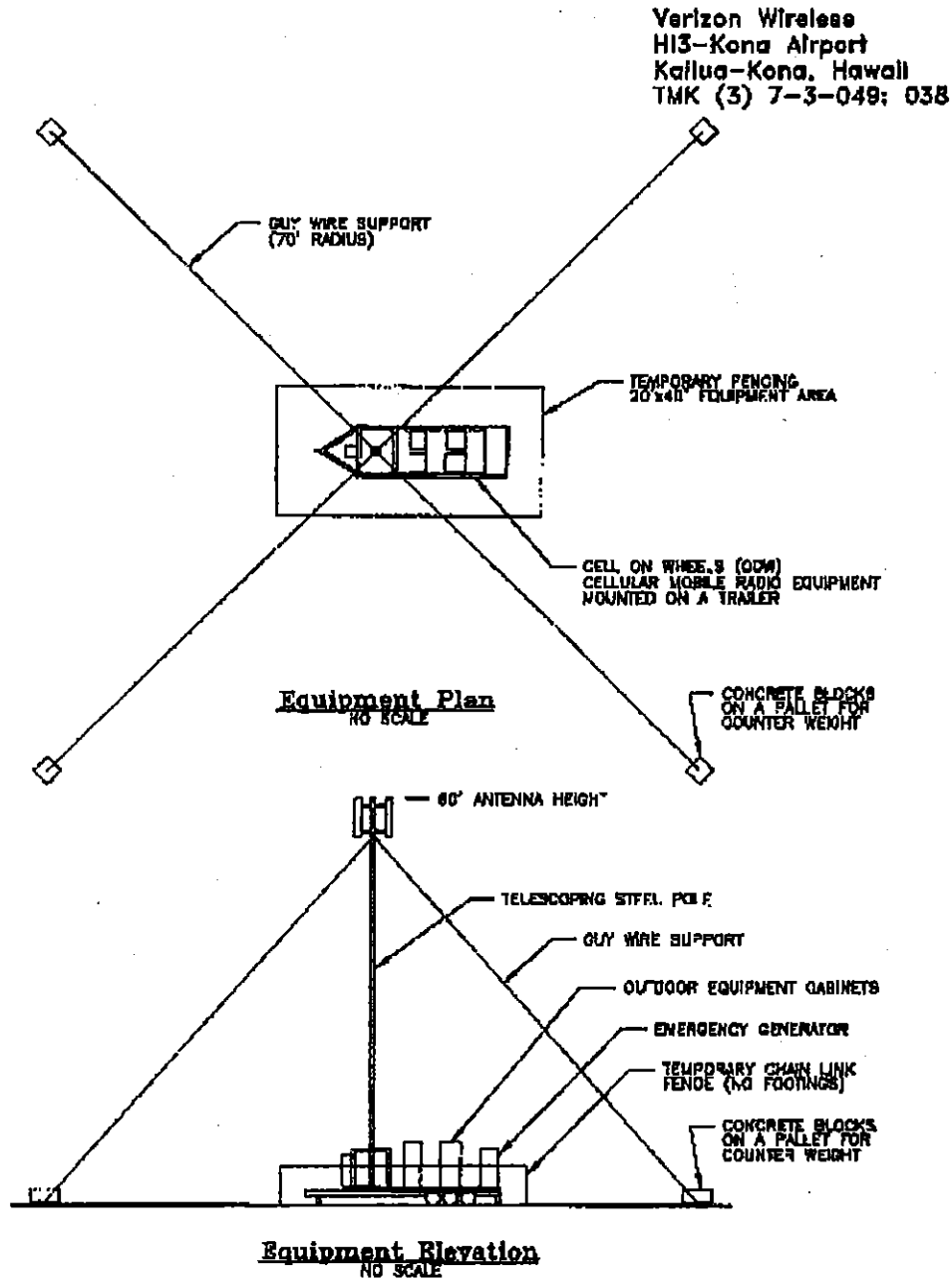


EXHIBIT A

PRELIM. APPR'D.
Department of the
Attorney General

EXHIBIT 6

EXISTING
OVERHEAD
UTILITY POLES
AND LINES

ABANDONED
RADIO TOWERS

VZW COW

EXISTING
UTILITY POLE

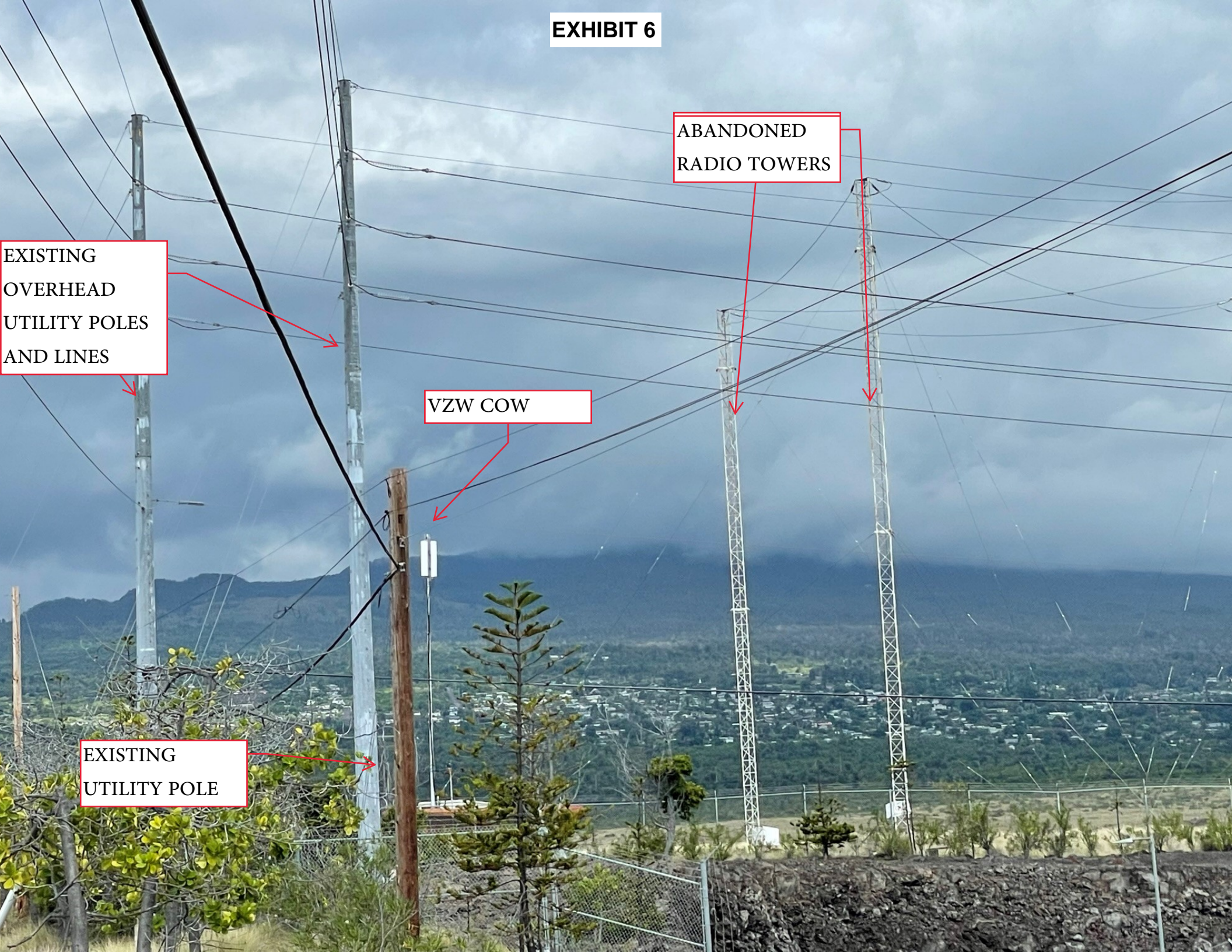


EXHIBIT 7

ABANDONED
RADIO TOWERS

VZW GUY
WIRES

VZW H-FRAME
FOR OH
UTILITIES

VZW COW

ABANDONED
SHED

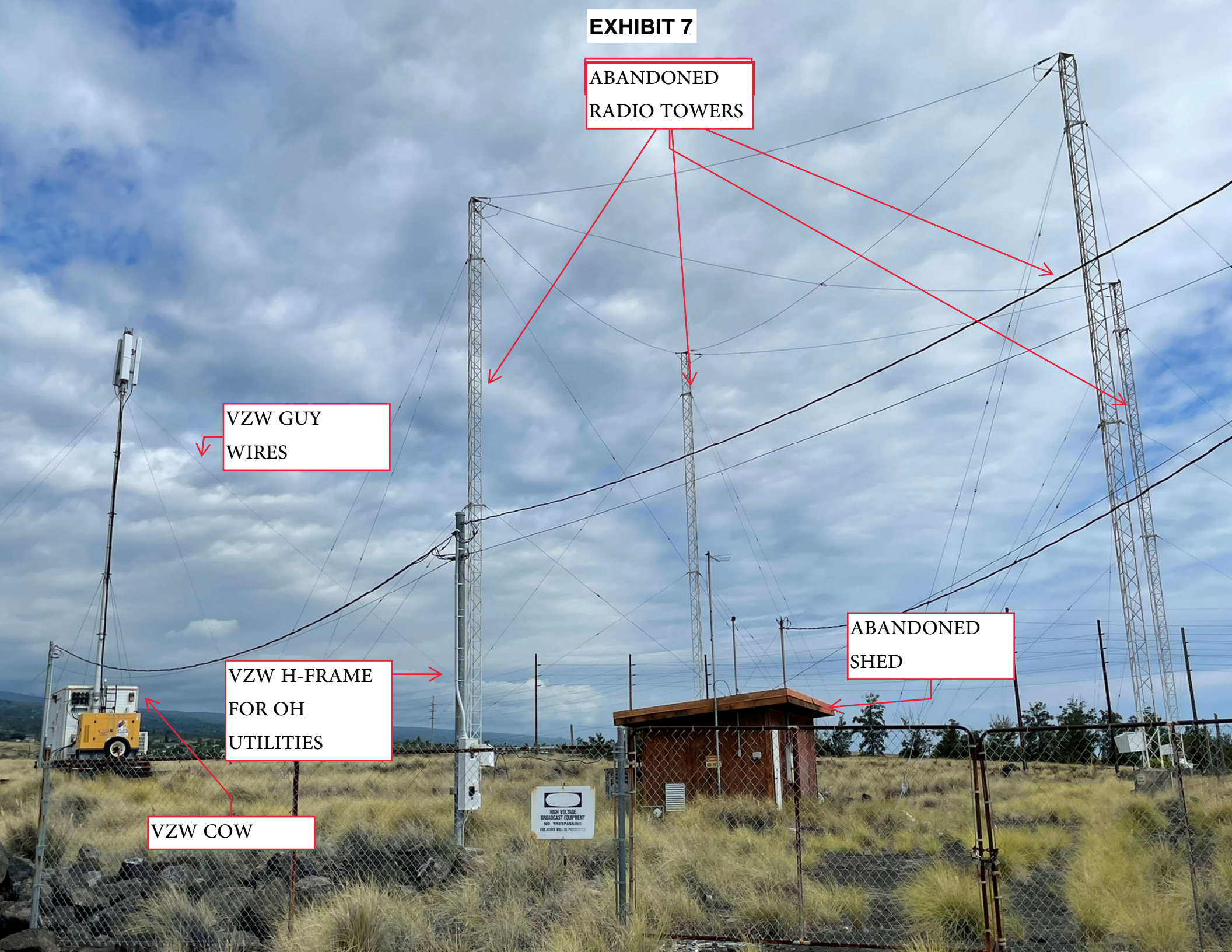


EXHIBIT 8

**ABANDONED
RADIO TOWERS**

VZW COW

**ABANDONED
SHED**

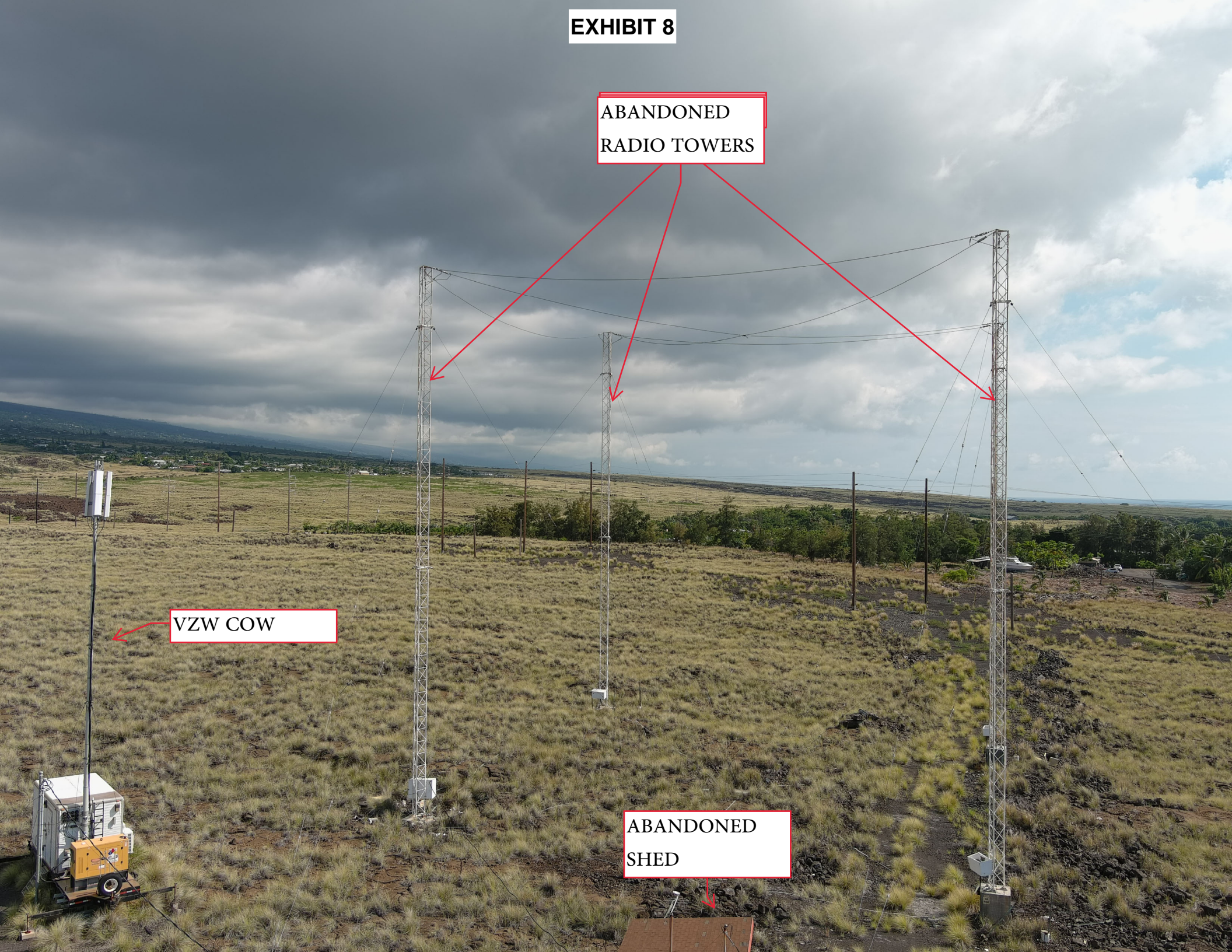


EXHIBIT 9



HI3 KONA AIRPORT TELECOMMUNICATIONS FACILITY
CELL ON WHEELS
KAILUA, KONA, HAWAII 96740
TMK: (3) 7-3-049:038

MA

ARCHITECTURE

INTERIORS

Mc PEAK ARCHITECTS

500 ALA MOANA BOULEVARD
5 WATERFRONT PLAZA, SUITE 345
HONOLULU, HAWAII 96813
PHONE 808.524.3446

CONSULTANT: _____

ISSUE: _____ JOB NO.: _____

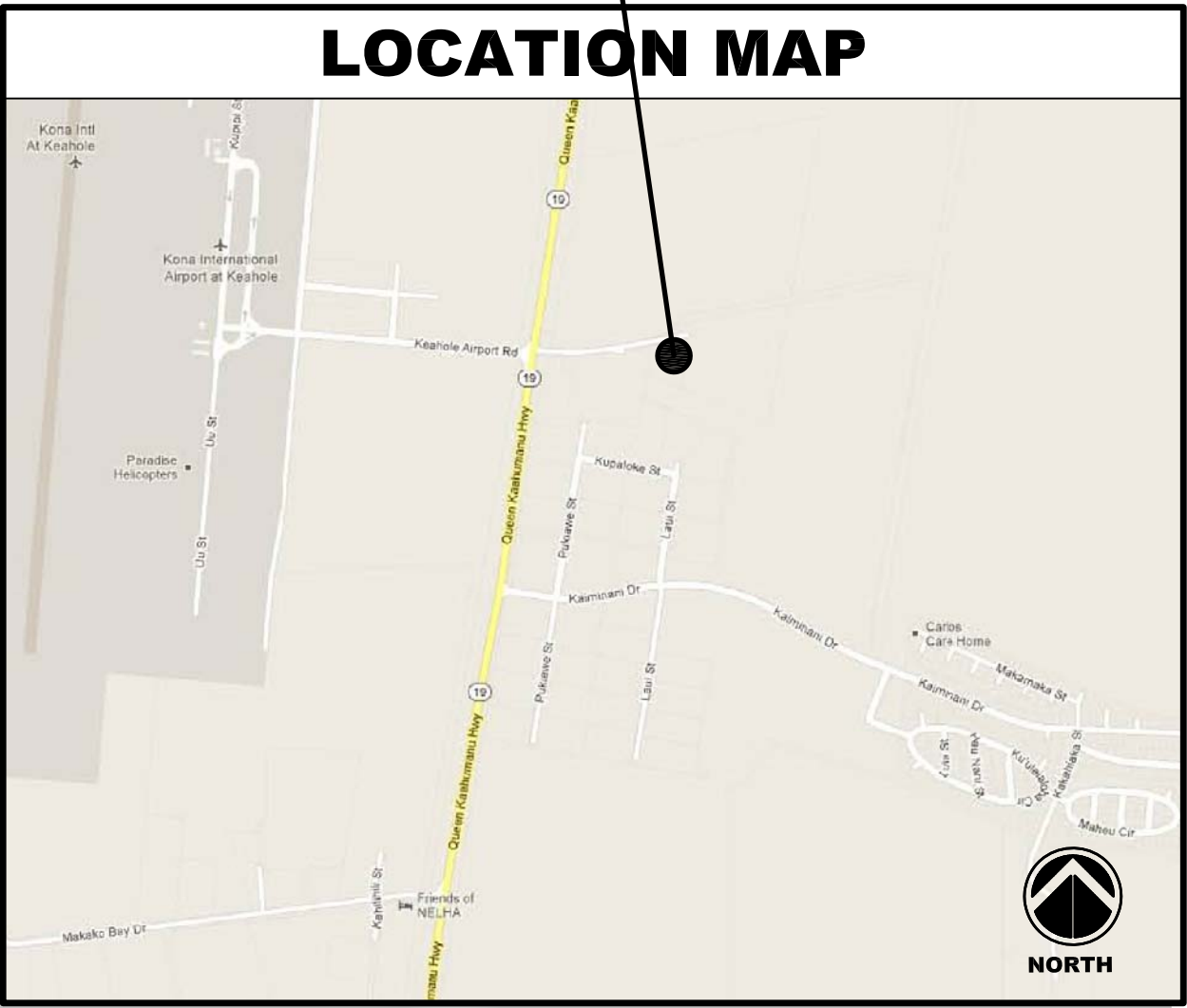
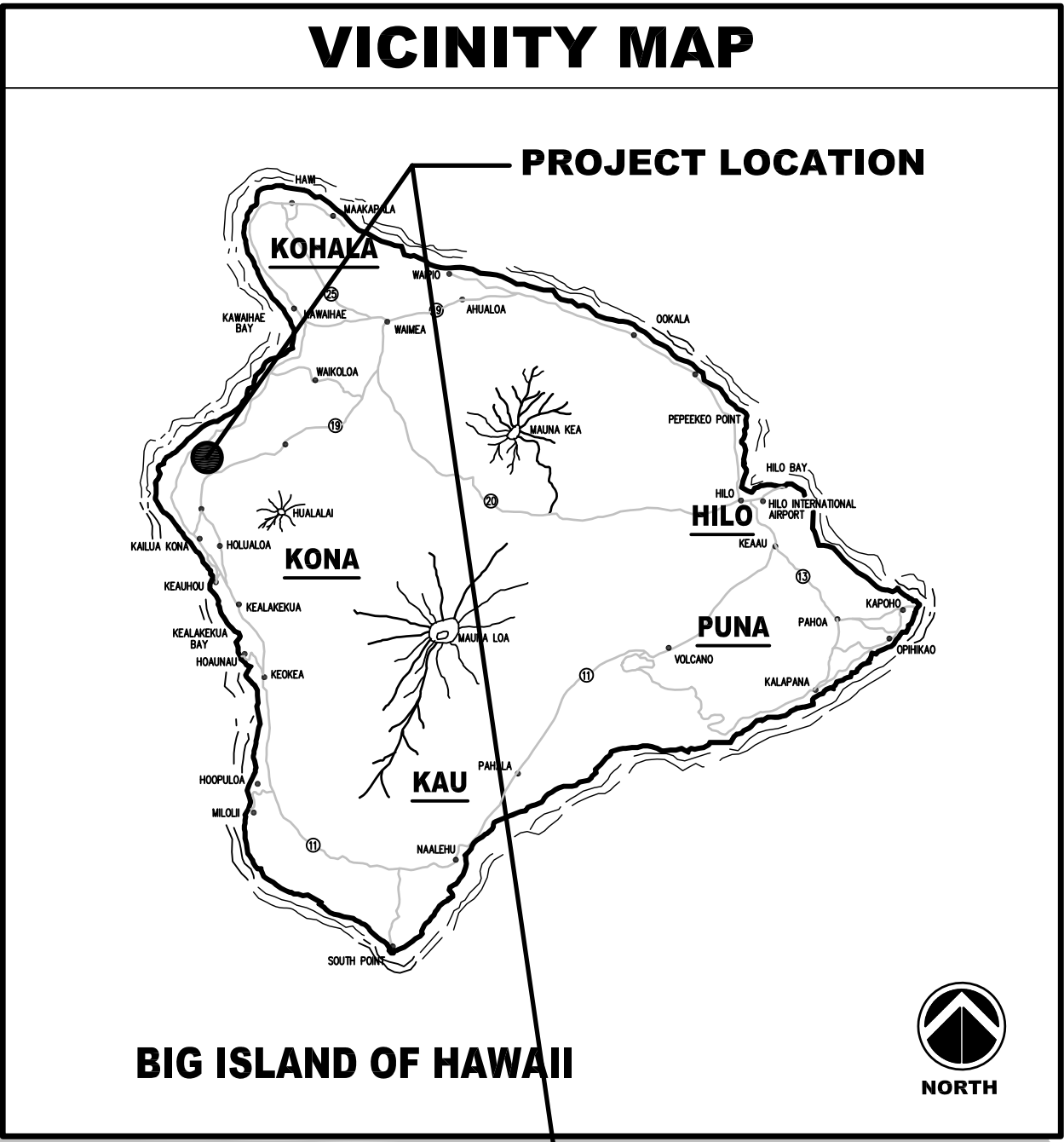
LICENSURE:

BEAU A. SUZUKI
LICENSED PROFESSIONAL ARCHITECT
No. 9115
HAWAII, U.S.A.

This work was prepared by me or under my supervision. Construction of this project will be under my observation.

Beau Suzuki
APR 30, 2014
"Observation of Construction" shall be defined in chapter 115, Hawaii Administrative Rules for Professional Engineers, Architects, Surveyors and Landscape Architects, State of Hawaii, Subchapter 1, Section 16-115-2, Definitions effective 8/94.

ABBREVIATIONS		
A.C. AIR CONDITIONING	GA. GAUGE	S.C. SOLID CORE
ACOUS. ACOUSTICAL	GALV. GALVANIZED	SCH. SCHEDULE
ADJ. ADJUSTABLE	G.B. GRAB BAR	SCR. SCREEN
A.E.S. ABOVE EXISTING SLAB	GL. GLASS	SECT. SECTION
A.F.F. ABOVE FINISH FLOOR	GND. GROUND	SHT. SHEET
AL. ALUMINUM	GR. GRADE	SIM. SIMILAR
APPROX. APPROXIMATE	GYP. GYPSUM	SL. SLOPE
ARCH. ARCHITECTURAL	H.B. HOSE BIB	S.D.G. SLIDING
	H.C. HOLLOW CORE	SPEC. SPECIFICATION
BD. BOARD	HDR. HEADER	SQ. SQUARE
BLDG. BUILDING	HDWD. HARDWOOD	SST. STAINLESS STEEL
BLK. BLOCK	HGT. HEIGHT	STA. STATION
BLKG. BLOCKING	HORIZ. HORIZONTAL	STD. STANDARD
BM. BEAM	HR. HOUR	STL. STEEL
BOT. BOTTOM		STOR. STORAGE
		STR. STRUCTURAL
CAB. CABINET	I.D. INSIDE DIAMETER (DIA.)	SURR. SURROUND
CER. CERAMIC	INT. INTERIOR	SUSP. SUSPENDED
CLG. CEILING	JST. JOIST	SYM. SYMMETRICAL
CLR. CLEAR	JT. JOINT	
C.M.U. CONCRETE MASONRY UNIT	LAM. LAMINATE	T.C. TOP OF CURB
CNTR. COUNTER	LAV. LAVATORY	TEL. TELEPHONE
COL. COLUMN	LT. LIGHT	TEMP. TEMPERED
CONC. CONCRETE	MAX. MAXIMUM	T&G THICK
COND. CONDITION	M.C. MEDICINE CABINET	THK. THRESHOLD
CONN. CONNECTION	MECH. MECHANICAL	THR. TOP OF PAVEMENT
CONSTR. CONSTRUCTION	MET. METAL	T.P. TREAD
CONT. CONTINUOUS	MFR. MANUFACTURER	T.V. TELEVISION
CONTR. CONTRACTOR	MILL WK. MILLWORK	T.W. TOP OF WALL
C.R.M. CONCRETE RUBBLE MASONRY	MIR. MIRROR	TYP. TYPICAL
CTR. CENTER	MISC. MISCELLANEOUS	UNF. UNFINISHED
	M.O. MASONRY OPENING	U.O.N. UNLESS OTHERWISE NOTED
	MUL. MULLION	UR. URINAL
	MWC. MILLWORK CONTRACTOR	
		VERT. VERTICAL
		VEST. VESTIBULE
		W/ WITH
		W.C. WATER CLOSET
		WD. WOOD
		W/O WITHOUT
		WP. WATERPROOF
		WR. WATER RESISTANT
		WSCOT. WAINSCOT
		WT. WEIGHT
		W.W.M. WELDED WIRE MESH
(E) EXISTING	(N) NEW	
EA. EACH	N.I.C. NOT IN CONTRACT	
E.J. EXPANSION JOINT	NO., # NUMBER	
EL. ELEVATION	NOM. NOMINAL	
ELEC. ELECTRICAL	N.T.S. NOT TO SCALE	
ELEV. ELEVATOR	O.A. OVERALL	
ENCL. ENCLOSURE	O.C. ON CENTER	
E.P. ELECTRICAL PANEL BOARD	O.D. OUTSIDE DIAMETER (DIA.)	
EQ. EQUAL	O.F.C.I. OWNER FURNISHED CONTRACTOR INSTALLED	
EQPT. EQUIPMENT	OPNG. OPENING	
EXST. EXISTING	OPP. OPPOSITE	
EXT. EXTERIOR		
	PL. PLATE	
	P.LAM. PLASTIC LAMINATE	
	PLAS. PLASTER	
	PLBG. PLUMBING	
	PLYND. PLYWOOD	
	PNL. PANEL	
	POL. POLISHED	
	PR. PAIR	
	PRCST. PRE-CAST	
	PTD. PAINTED	
F.A. FIRE ALARM		
F.D. FLOOR DRAIN		
FDN. FOUNDATION		
FIN. FINISH		
FL. FLOOR		
FLASH. FLASHING		
FLUOR. FLUORESCENT		
F.O.C. FACE OF CONCRETE		
F.O.F. FACE OF FINISH		
F.O.S. FACE OF STUDS		
FPRF. FIREPROOF		
FR. FRAME		
FT. FOOT OR FEET		
FTG. FOOTING		
FURR. FURRING		



PROJECT DATA

LEGAL OWNER: BIG ISLAND BROADCASTING CO, LTD.
74-5605 LUHIA ATREET, B-7
KAILUA, KONA, HAWAII 96740
STATE OF HAWAII

APPLICANT/ LESSEE: VERIZON WIRELESS
255 KAHULU AVENUE
MILILANI, HAWAII 96789

PROJECT: VERIZON WIRELESS TELECOM. FACILITY
CELL ON WHEELS
HI3 KONA AIRPORT
KAILUA, KONA, HAWAII 96740

TMK: (3) 7-3-049:038

STATE LAND USE: CONSERVATION

ZONING: OPEN

SETBACKS: FRONT: NONE
SIDE: 20'-0"
REAR: 30'-0"
TOWER W/GUY WIRES: 1:1

FLOOD ZONE: X

COORDINATES: (NAD 83)
19° 43' 58.5121" N
156° 01' 34.7095" W

FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION/PUBLIC ACCESS.
ADA ACCESSIBILITY NOT REQUIRED.

PROJECT CONSULTANTS

SHEET INDEX

ARCHITECTURAL DRAWINGS

T1	TITLE SHEET, VICINITY/LOCATION MAP, ABBREVIATIONS, PROJECT DATA
A1	LOCATION PLAN, OVERALL SITE PLAN
A2	PLAN AT COW, ELEVATION

ELECTRICAL DRAWINGS

E1	PARTIAL SITE ELECTRICAL PLAN, EQUIPMENT PLAN, ELECTRICAL SYMBOL LIST
E2	ELEVATION - SERVICE POLE/METER/MAIN, ONE LINE DIAGRAM

SCOPE OF WORK

THE PROJECT CONSISTS OF THE INSTALLATION AND OPERATION OF COMMUNICATIONS EQUIPMENT FOR VERIZON WIRELESS' EXISTING TELECOMMUNICATIONS NETWORK.

ONE (1) TEMPORARY "COW" (CELL ON WHEELS) TO BE INSTALLED AT THIS SITE.

CODES AND STANDARDS

ALL WORK AND MATERIALS SHALL BE PERFORMED AND INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

- IBC, 2006 EDITION W/LOCAL AMENDMENTS
- UPC, 2006 EDITION W/LOCAL AMENDMENTS
- NATIONAL ELECTRIC CODE, 2008 EDITION
- NFPA 1 2006 W/LOCAL AMENDMENTS
- HAWAII COUNTY ZONING CODE, 2/28/03
- ANSI/EIA-222-F LIFE SAFETY CODE NFPA-101-1990

PROJECT INFORMATION:

verizonwireless

NEW TELECOM. FACILITY

HI3 KONA AIRPORT
CELL O WHEELS

KAILUA, KONA, HAWAII 96740

TMK: (3) 7-3-049:038

SHEET TITLE:

TITLE SHEET, ABBREV.,
PROJECT DATA,
SHEET INDEX

CURRENT ISSUE DATE/ISSUED FOR:

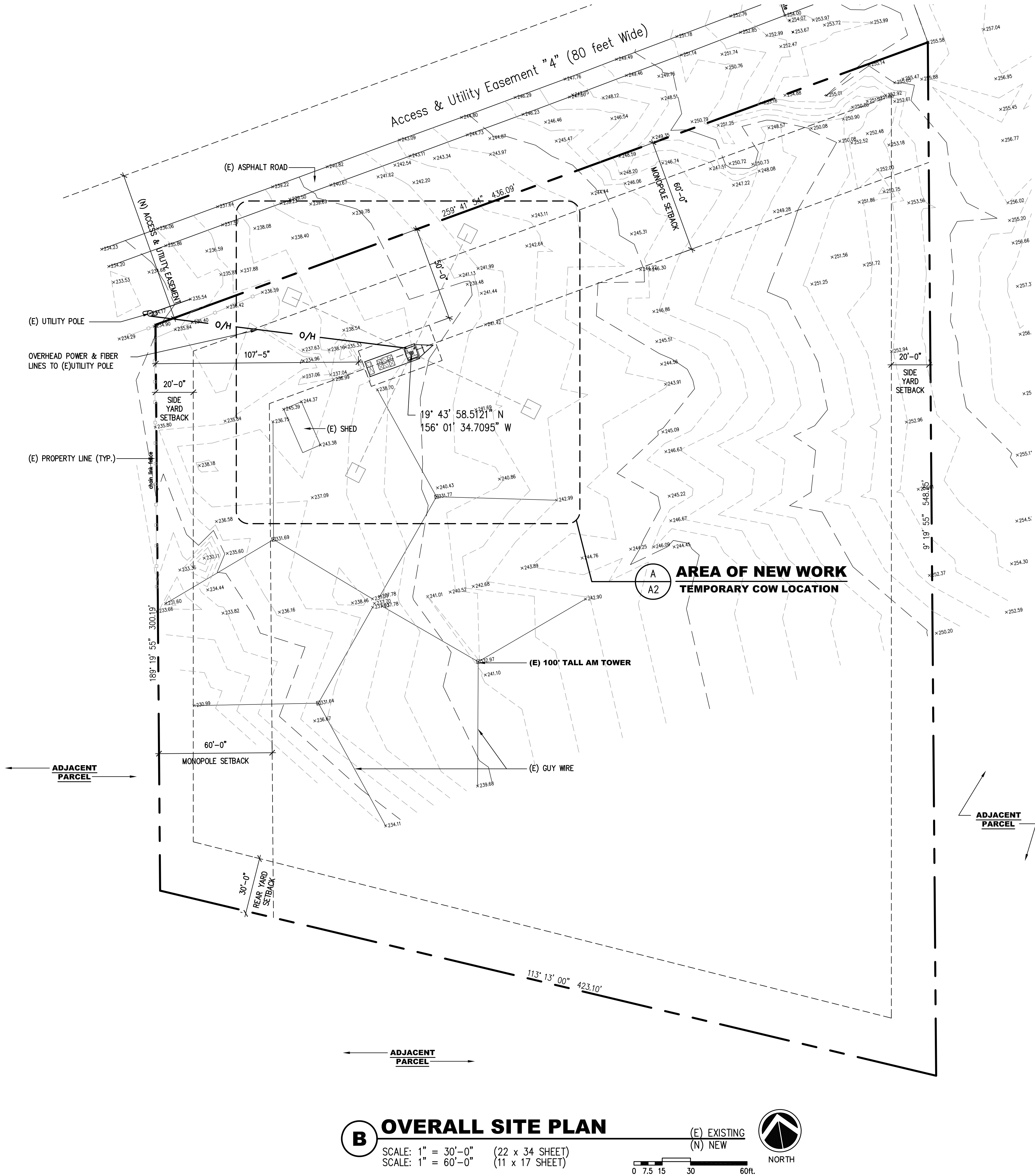
4/12/2013 -- PERMIT

REV.	DATE	DESCRIPTION
1		
2		
3		
4		
5		

SHEET NUMBER:

T1

1 OF 5 SHTS.

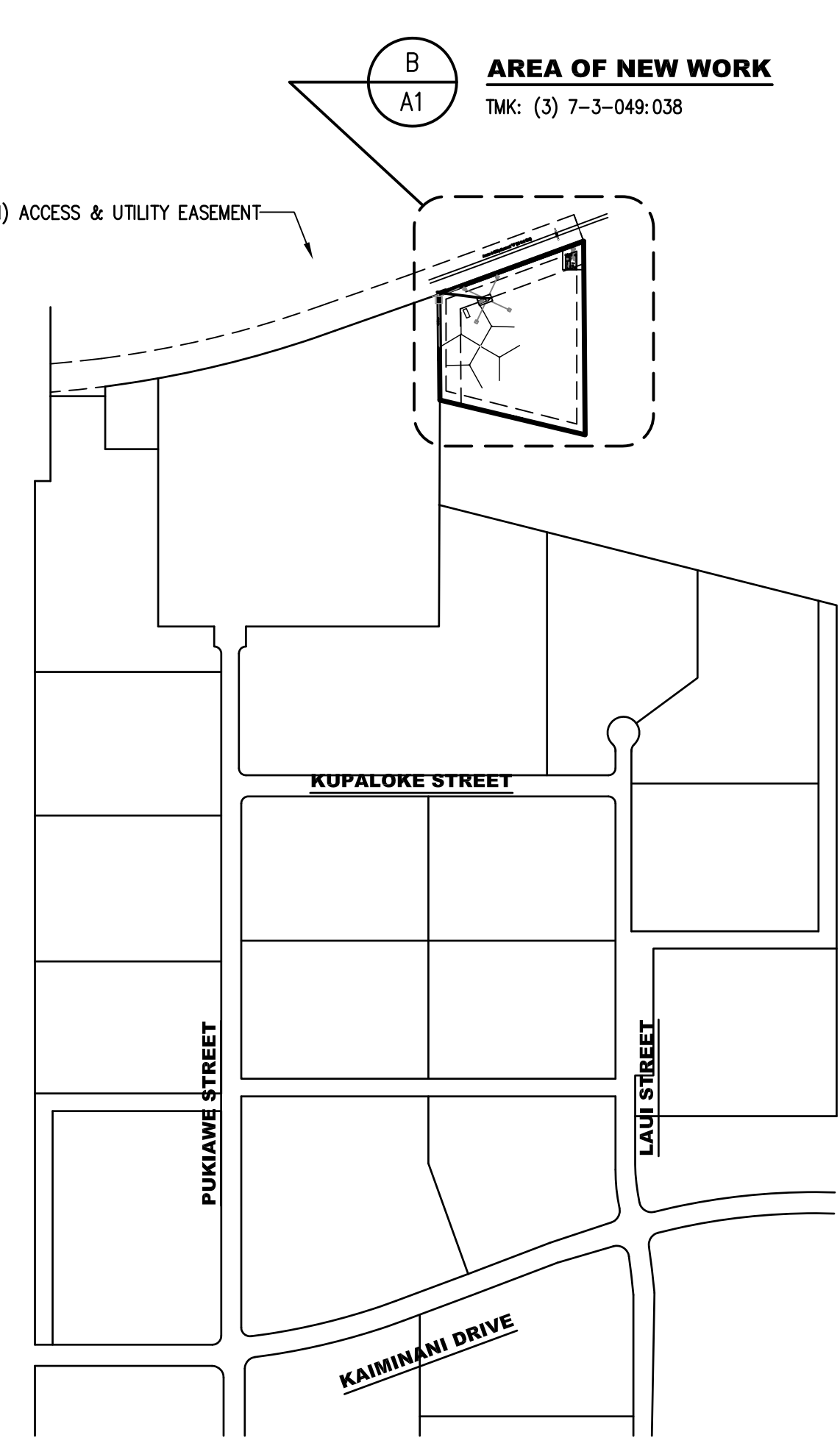


B OVERALL SITE PLAN
SCALE: 1" = 30'-0" (22 x 34 SHEET)
SCALE: 1" = 60'-0" (11 x 17 SHEET)
(E) EXISTING
(N) NEW
0 7.5 15 30 60ft. NORTH

A LOCATION PLAN
SCALE: 1"=400'-0"
(E) EXISTING
(N) NEW
0 200 400 800ft. NORTH

NOTE:
1. IN THE EVENT THAT HISTORIC RESOURCES, INCLUDING HUMAN SKELETAL REMAINS, STRUCTURAL REMAINS, SAND DEPOSITS, MIDDEN DEPOSITS, OR LAVA TUBES ARE IDENTIFIED DURING PROJECT ACTIVITIES, PLEASE CEASE WORK IN THE IMMEDIATE VICINITY OF THE FIND, PROTECT THE FIND FROM ADDITIONAL DISTURBANCE, AND CONTACT THE STATE HISTORIC PRESERVATION DIVISION AT (808) 933-7653.

QUEEN KAAHUMANU HIGHWAY



Mc PEAK ARCHITECTS
ARCHITECTURE | INTERIORS
500 ALA MOANA BOULEVARD
5 WATERFRONT PLAZA, SUITE 345
HONOLULU, HAWAII 96813
PHONE 808.524.3446

CONSULTANT:

ISSUE: JOB NO.:

LICENSURE:

This work was prepared by me or under my supervision. Construction of this project will be under my observation.
Beau A. Suzuki
Lapsed Date of License: APR 30, 2014
"Observation of Construction" shall be defined in chapter 115, Hawaii Administrative Rules for Professional Engineers, Architects, Surveyors and Landscape Architects, State of Hawaii, Subchapter 1, Section 16-115-2, Definitions effective 8/94.

PROJECT INFORMATION:

verizonwireless
NEW TELECOM. FACILITY
**HI3 KONA AIRPORT
CELL ON WHEELS**
KAILUA, KONA, HAWAII 96740
TMK: (3) 7-3-049:038

SHEET TITLE:
**LOCATION PLAN,
OVERALL SITE PLAN**

CURRENT ISSUE DATE/ISSUED FOR:
4/12/2013 -- PERMIT

REV.	DATE	DESCRIPTION
△		
△		
△		
△		
△		

SHEET NUMBER:
A1 OF 2
5 SHTS.

LICENSURE:

This work was prepared by me or under my supervision. Construction of this project will be under my observation.

Robert A. Lusk

Robert A. Lusk APRIL 30, 2014

"Observation of Construction" shall be defined in chapter 115, Hawaii Administrative Rules for Professional Engineers, Architects, Surveyors and Landscape Architects, State of Hawaii. Subchapter 1, Section 115-11-2, Definitions effective 8/64.

PROJECT INFORMATION: _____



H13 KONA AIRPORT CELL ON WHEELS

KAILUA, KONA, HAWAII 96740

TMK: (3) 7-3-049:038

SHEET TITLE: _____

PARTIAL SITE PLAN, ELEVATION

CURRENT ISSUE DATE/ISSUED FOR: _____

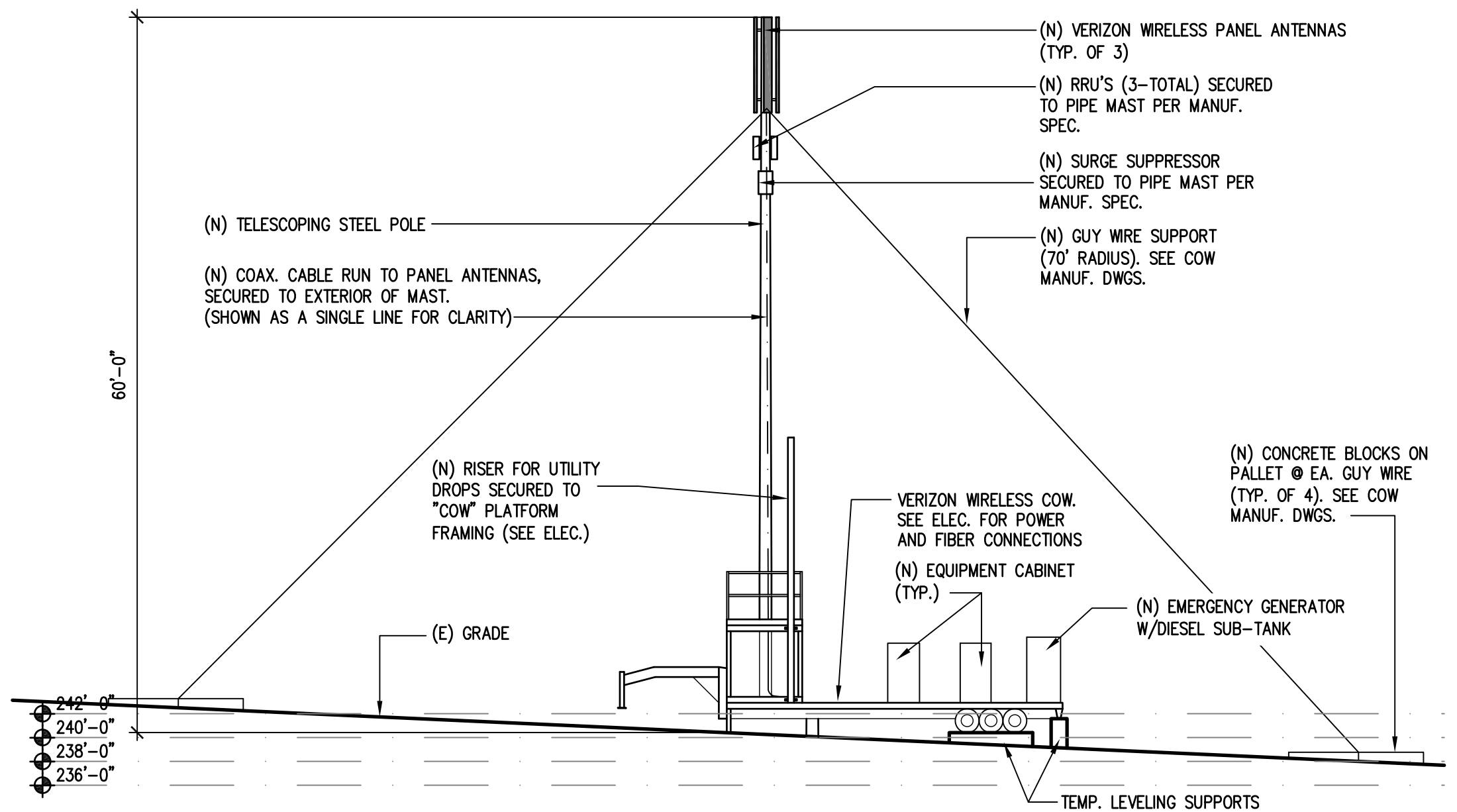
4/12/2013 -- PERMIT

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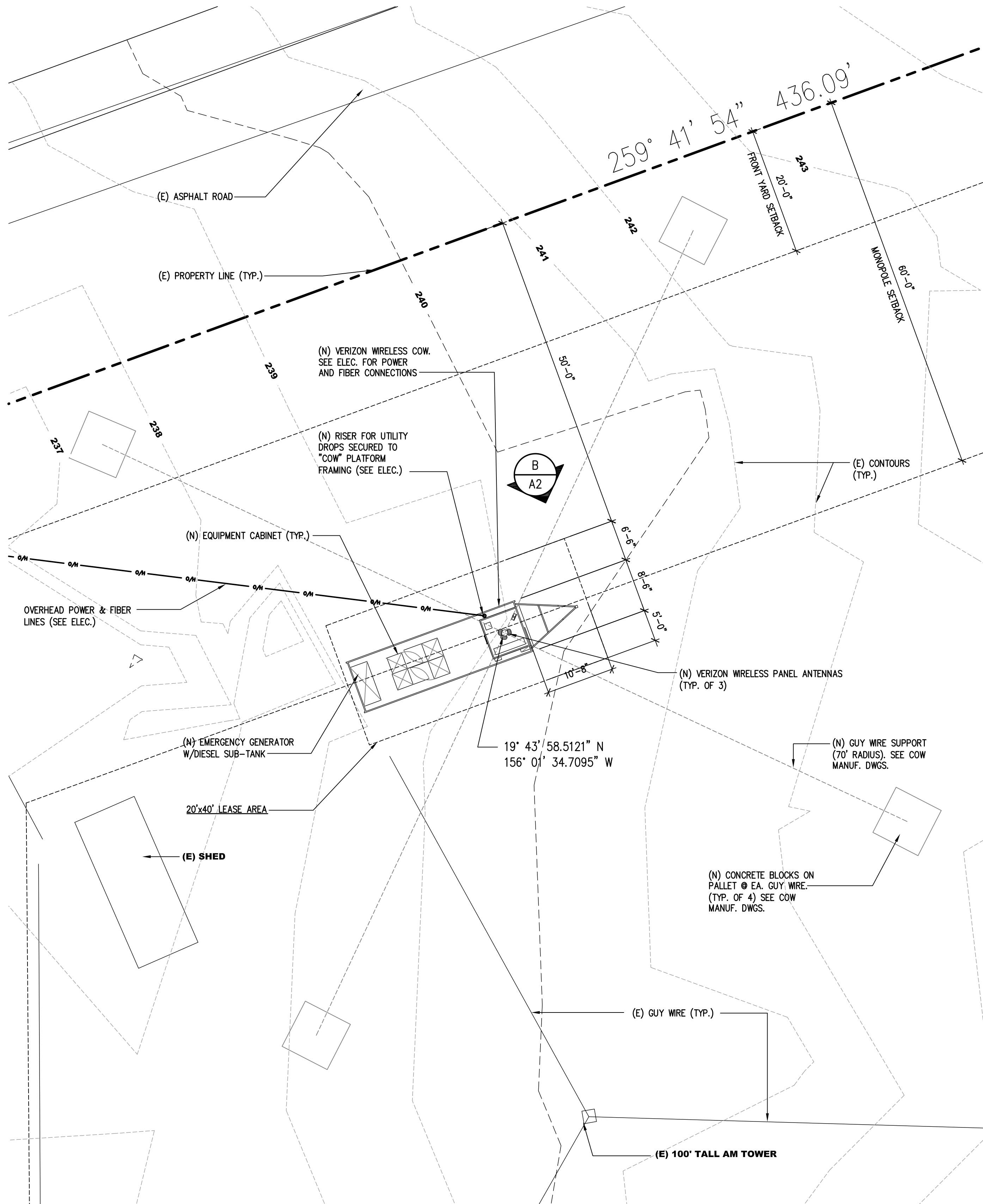
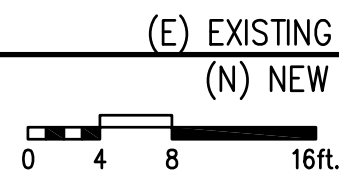
A2

3
OF
5
SHTS.



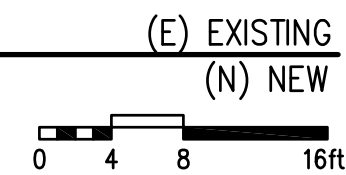
B ELEVATION

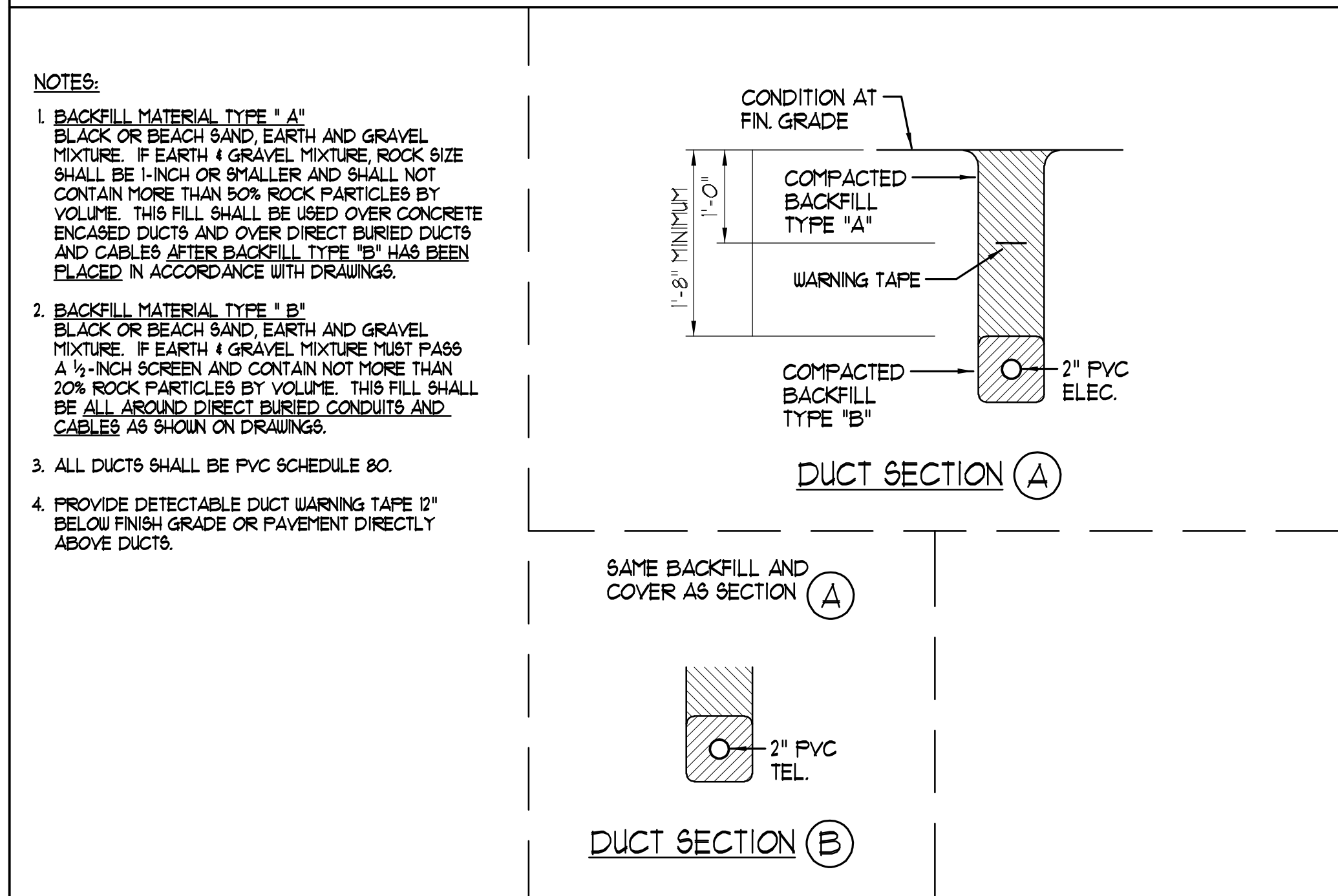
SCALE: $\frac{3}{32}'' = 1'-0''$ (22 x 34 SHEET)
SCALE: $\frac{1}{32}'' = 1'-0''$ (11 x 17 SHEET)



A PARTIAL SITE PLAN
SCALE: 3/32" = 1'-0" (22 x 34 SHEET)

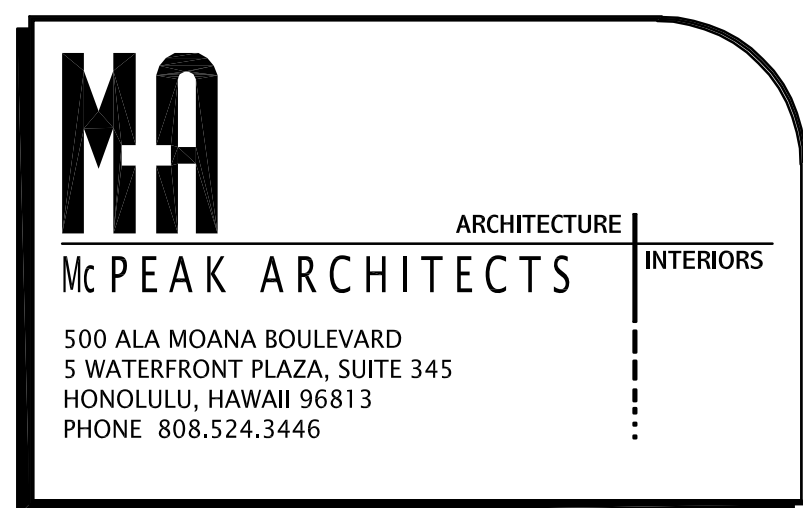
SCALE: $\frac{3}{32}'' = 1'-0''$ (22 x 34 SHEET)
SCALE: $\frac{1}{32}'' = 1'-0''$ (11 x 17 SHEET)





- ① CUT EXISTING TRANSFORMER PAD AS REQUIRED TO ROUTE NEW FEEDER TO SECONDARY SECTION OF TRANSFORMER. PERFORM WORK UNDER HELICO SUPERVISION.
- ② PENETRATE EXISTING HANDHOLE TO INSTALL NEW DUCT. PATCH TO MATCH EXISTING CONDITION. PENETRATIONS SHALL BE NEATLY DONE USING END-BELL CONNECTORS FLUSH WITH WALLS. PERFORM WORK UNDER HAWAIIAN TELCOM SUPERVISION.
- ③ PROVIDE NEW RECEPTACLE IN CABINET. CONNECT TO NEW 1P20A ENCLOSED CIRCUIT BREAKER. VERIFY LOCATION OF RECEPTACLE WITH USER.

3. THE SUBCONTRACTOR SHALL VISIT THE JOB SITE AND FAMILIARIZE HIMSELF WITH ALL EXISTING CONDITIONS PRIOR TO BIDDING. BID SUBMISSION SHALL BE CONSIDERED AS CONFIRMATION THAT THE SUBCONTRACTOR HAS VISITED THE SITE AND HAS RESOLVED ALL DISCREPANCIES AND QUESTIONS REGARDING THE WORK. NO EXTRA PAYMENT WILL BE GIVEN FOR WORK MADE NECESSARY BY THE SUBCONTRACTORS FAILURE TO VISIT THE SITE.
2. ALL RACEWAYS ROUTING ARE SCHEMATIC, SUBCONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT IMPEDED.
3. CONDUIT SIZES INDICATED ON THE DRAWINGS ARE NOT NECESSARILY BASED ON THE MINIMUM SIZE ALLOWED BY THE NATIONAL ELECTRICAL CODE AND MAY BE PURPOSELY OVERSIZED FOR FUTURE CONDUCTORS OR TO AVOID CONDUIT HEATING. CONDUIT SIZES NOT CALLED OUT ON THE DRAWINGS SHALL BE SIZED BY THE SUBCONTRACTOR BASED ON THE ACTUAL NUMBER OF CONDUCTORS TO BE INSTALLED, USING THE NATIONAL ELECTRICAL CODE AS A GUIDE. IN NO CASE SHALL CONDUIT SIZES BE SMALLER THAN $\frac{3}{4}$ " DIAMETER.
4. THE SUBCONTRACTOR SHALL BE RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND INSTALLATIONS AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT.
5. THE SUBCONTRACTOR SHALL PROVIDE AND INSTALL ALL JUNCTION AND PULL BOXES REQUIRED FOR THE INSTALLATION OF ELECTRICAL DEVICES AND EQUIPMENT, WHETHER OR NOT SPECIFICALLY INDICATED ON THE PLANS. SIZING OF THESE BOXES SHALL BE PER THE NATIONAL ELECTRICAL CODE.
6. COMPRESSION GROUND CONNECTIONS MAY BE SUBSTITUTED WITH EXOTHERMIC (CADIWELD) CONNECTIONS WITH APPROVAL OF THE ENGINEER. ALL GROUND CONNECTIONS UNDERGROUND SHALL BE EXOTHERMIC (CADIWELD).
7. ALL ELECTRICAL WORK SHALL BE CONSTRUCTED IN ACCORDANCE WITH PROJECT SPECIFICATIONS AND ALL APPLICABLE LOCAL CODES AND REGULATIONS. UTILITY ELECTRICAL SERVICE WILL BE 120/208 VOLTS, SINGLE PHASE, 3 WIRE, 200A CAPACITY.
8. ALL ABOVE GRADE GROUNDING CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL. ALL GROUND CONDUCTORS SHALL BE # 2 AWG. SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED. BACK TO BACK CONNECTIONS ON OPPOSITE SIDES OF THE GROUND BUS ARE PERMITTED.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. MAXIMUM RESISTANCE OF THE COMPLETED GROUND SYSTEM SHALL NOT EXCEED 5 OHMS. TESTING SHALL BE PERFORMED IN ACCORDANCE WITH PROJECT SPECIFICATION FOR FACILITY GROUNDING. USING FALL OF POTENTIAL METHOD.
12. PROJECT CONDITIONS MAY REQUIRE REARRANGEMENT OF ELECTRICAL WORK, THE SUBCONTRACTOR SHALL INDICATE SUCH CHANGES ON THE AS-BUILT DRAWINGS. WHERE CHANGES REQUIRE ALTERNATE METHODS TO THOSE SPECIFIED IN THE CONTRACT DOCUMENTS, THE SUBCONTRACTOR SHALL SUBMIT DRAWINGS SHOWING THE PROPOSED METHOD FOR APPROVAL. THE SUBCONTRACTOR SHALL NOT PROCEED UNTIL APPROVAL IS OBTAINED. REARRANGEMENT OF WORK FOR THE PURPOSE OF COORDINATION BETWEEN TRADES SHALL NOT BE CONSIDERED A REASON FOR EXTRA COST.



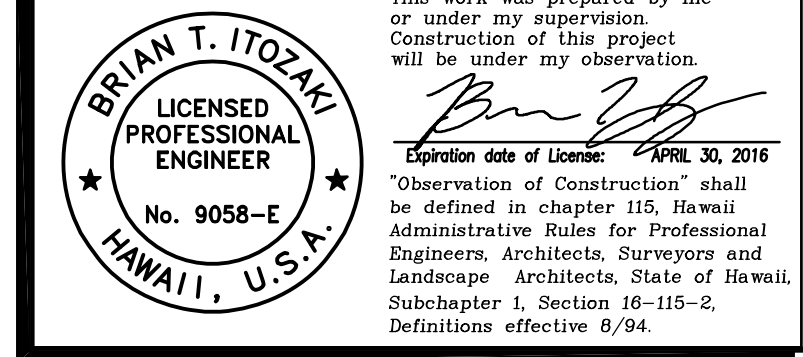
CONSULTANT:

H & O - III, INC.

1542 YOUNG STREET, SUITE 310
HONOLULU, HAWAII 96826
PHONE 808.955.5911

ISSUE:	JOB NO.:
	383.319

■ LICENSURE:



PROJECT INFORMATION:



H13 KEAUHOU BEACH CELL ON WHEELS (COW)

78-6739 ALII DRIVE
KAILUA-KONA, HAWAII 96740

TMK: (3) 7-8-010:035

■ SHEET TITLE:

SITE ELECTRICAL PLAN, GENERAL ELECTRICAL NOTES

CURRENT ISSUE DATE/ISSUED FOR:

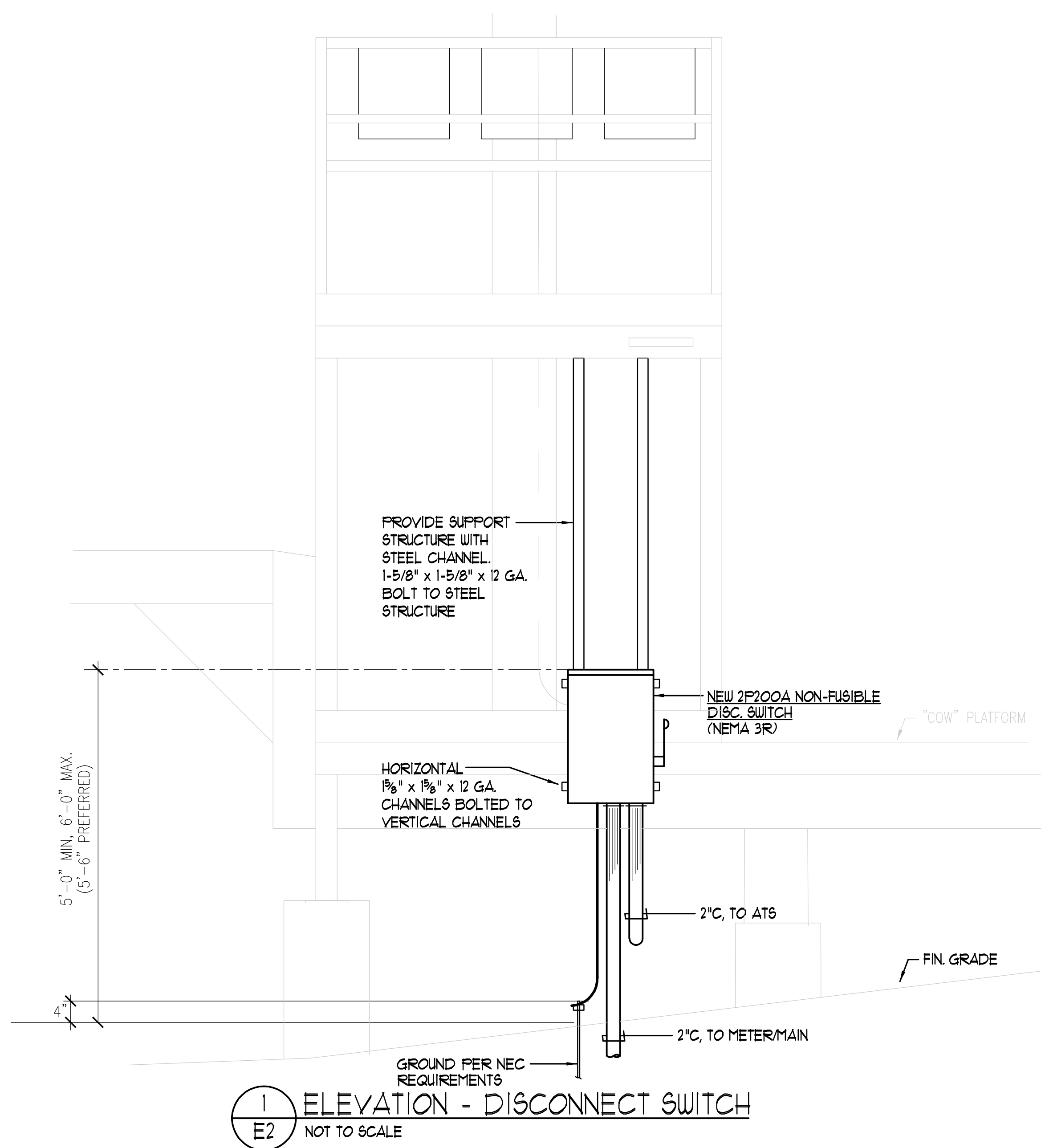
10/16/2014 -- PERMIT

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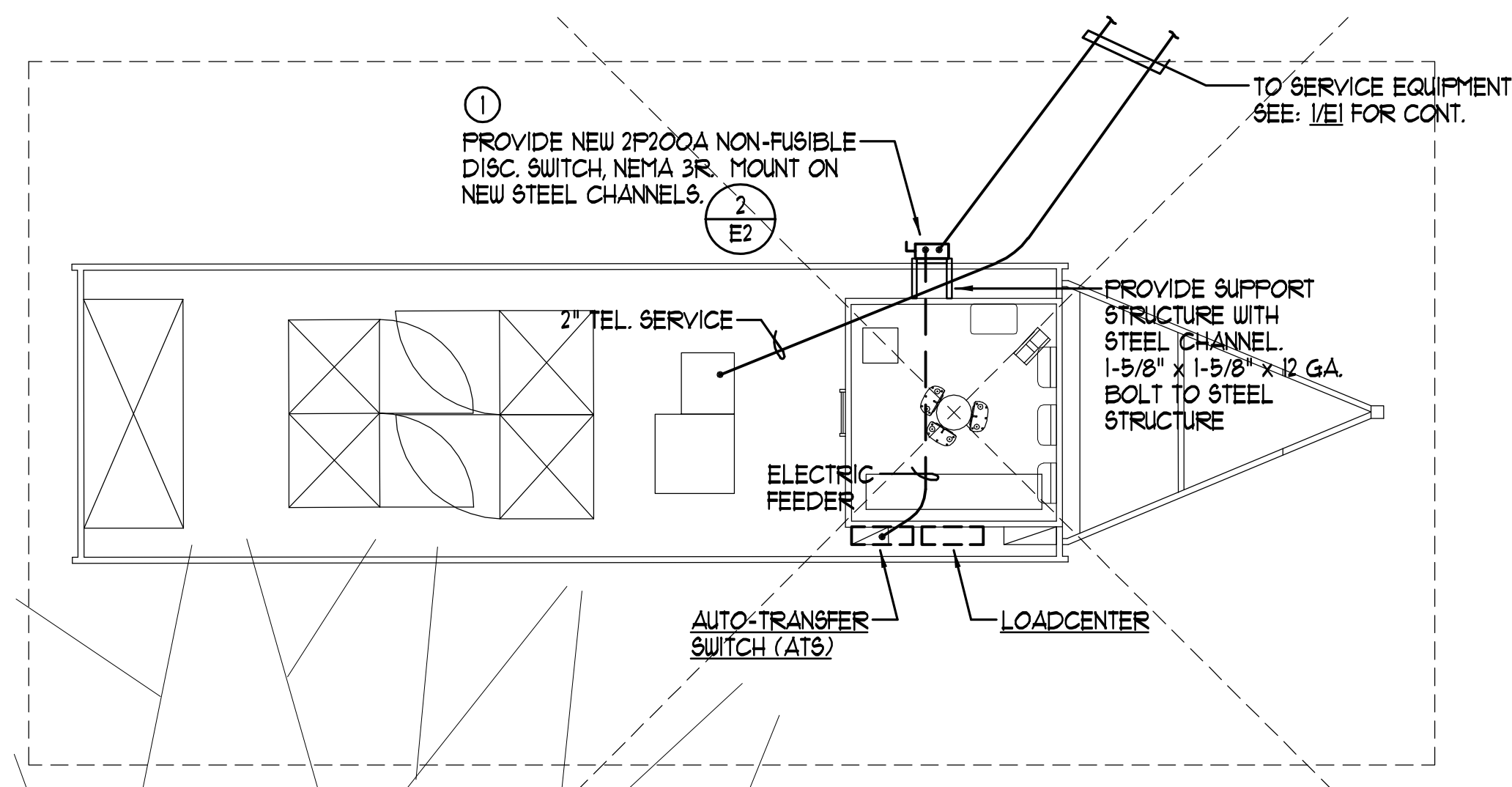
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E1

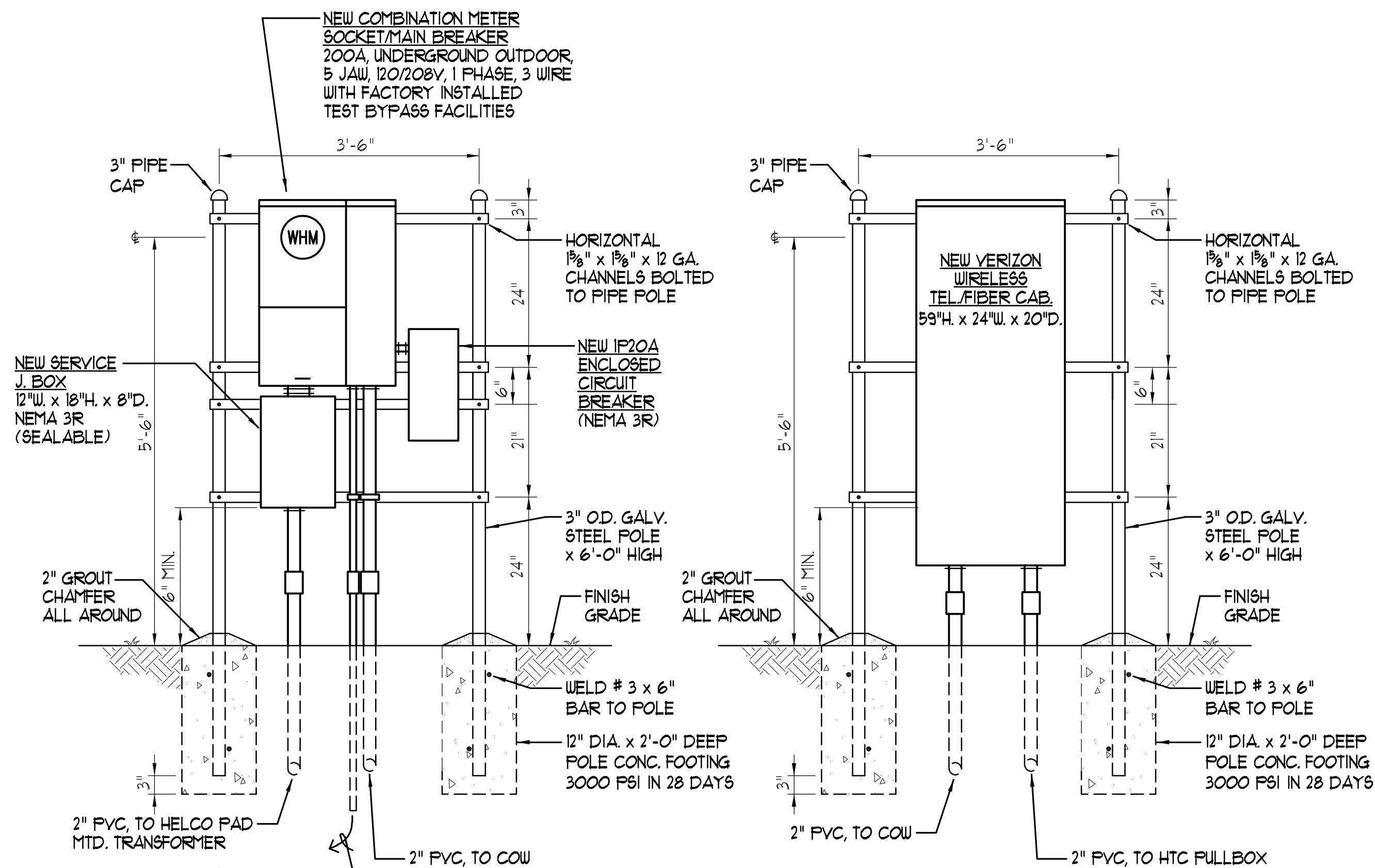
5
OF
6
SHTS.



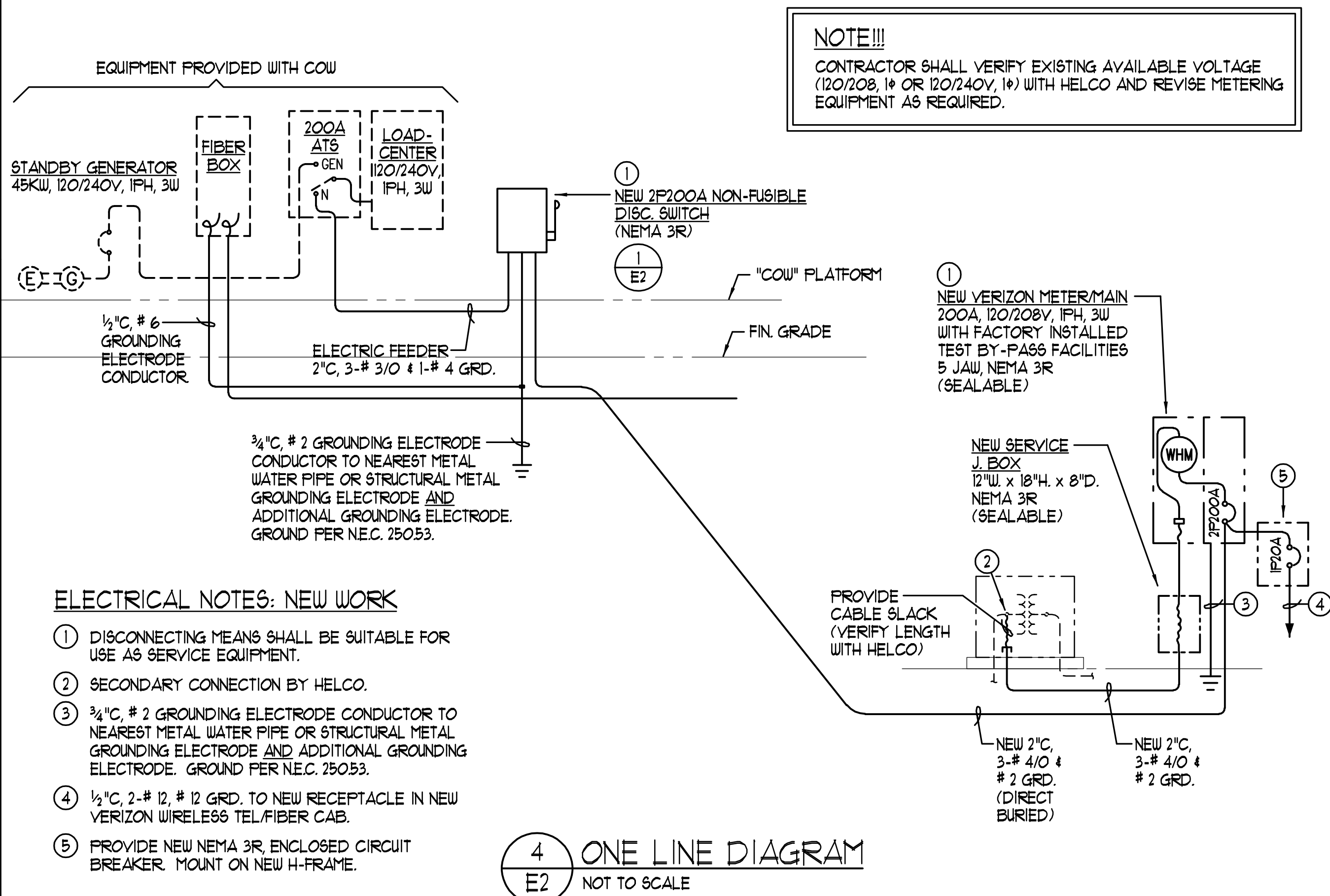
1 E2 ELEVATION - DISCONNECT SWITCH
NOT TO SCALE



3 E2 EQUIPMENT PLAN
SCALE: 1/4\"/>



2 E2 ELEVATION - NEW ELECTRICAL SERVICE EQUIPMENT
NOT TO SCALE



ELECTRICAL NOTES: NEW WORK

- 1 DISCONNECTING MEANS SHALL BE SUITABLE FOR USE AS SERVICE EQUIPMENT.
- 2 SECONDARY CONNECTION BY HELCO.
- 3 3/4\"/>
- 4 1/2\"/>
- 5 PROVIDE NEW NEMA 3R, ENCLOSED CIRCUIT BREAKER. MOUNT ON NEW H-FRAME.

4 E2 ONE LINE DIAGRAM
NOT TO SCALE

MA
ARCHITECTURE
Mc PEAK ARCHITECTS
INTERIORS
500 ALA MOANA BOULEVARD
5 WATERFRONT PLAZA, SUITE 345
HONOLULU, HAWAII 96813
PHONE 808.524.3446

CONSULTANT:
H & O - III, INC.
1542 YOUNG STREET, SUITE 310
HONOLULU, HAWAII 96826
PHONE 808.955.5911

ISSUE: _____ JOB NO.:
383.319

LICENSURE:
BRIAN T. ITOZAKI
LICENSED PROFESSIONAL ENGINEER
No. 9058-E
HAWAII, U.S.A.
This work was prepared by me or under my supervision. Construction of this project will be under my observation.
Expiration date of License: APRIL 30, 2016
"Observation of Construction" shall be defined in chapter 115, Hawaii Administrative Rules for Professional Engineers, Architects, Surveyors and Landscape Architects, State of Hawaii, Subchapter 1, Section 18-115-2, Definitions effective 8/94.

PROJECT INFORMATION:
verizonwireless
TEMP. TELECOM. FACILITY
**HI3 KEAUHOU BEACH
CELL ON WHEELS (COW)**
78-6739 ALII DRIVE
KAILUA-KONA, HAWAII 96740
TMK: (3) 7-8-010:035

SHEET TITLE:
**EQUIPMENT PLAN, ELECTRICAL
SERVICE EQUIPMENT
ELEVATIONS, ONE LINE
DIAGRAM**

CURRENT ISSUE DATE/ISSUED FOR:
10/16/2014 -- PERMIT

REV.	DATE	DESCRIPTION

SHEET NUMBER:
E2
OF 6
SHTS.

EXHIBIT 10

7 - 3 - 49 3 RD DIST.

JUL 28 1964
AUG 1 1964
NOV 28 1964
APR 18 1965
MAY 28 1965
MAY 6 1965
MAY 18 1965
JUN 17 1965
JUN 26 1965
DEC 31 1965

PLAT 93

KE-AHOLE AIRPORT

TRUE NORTH
Scale: 1 in. = 200 ft.

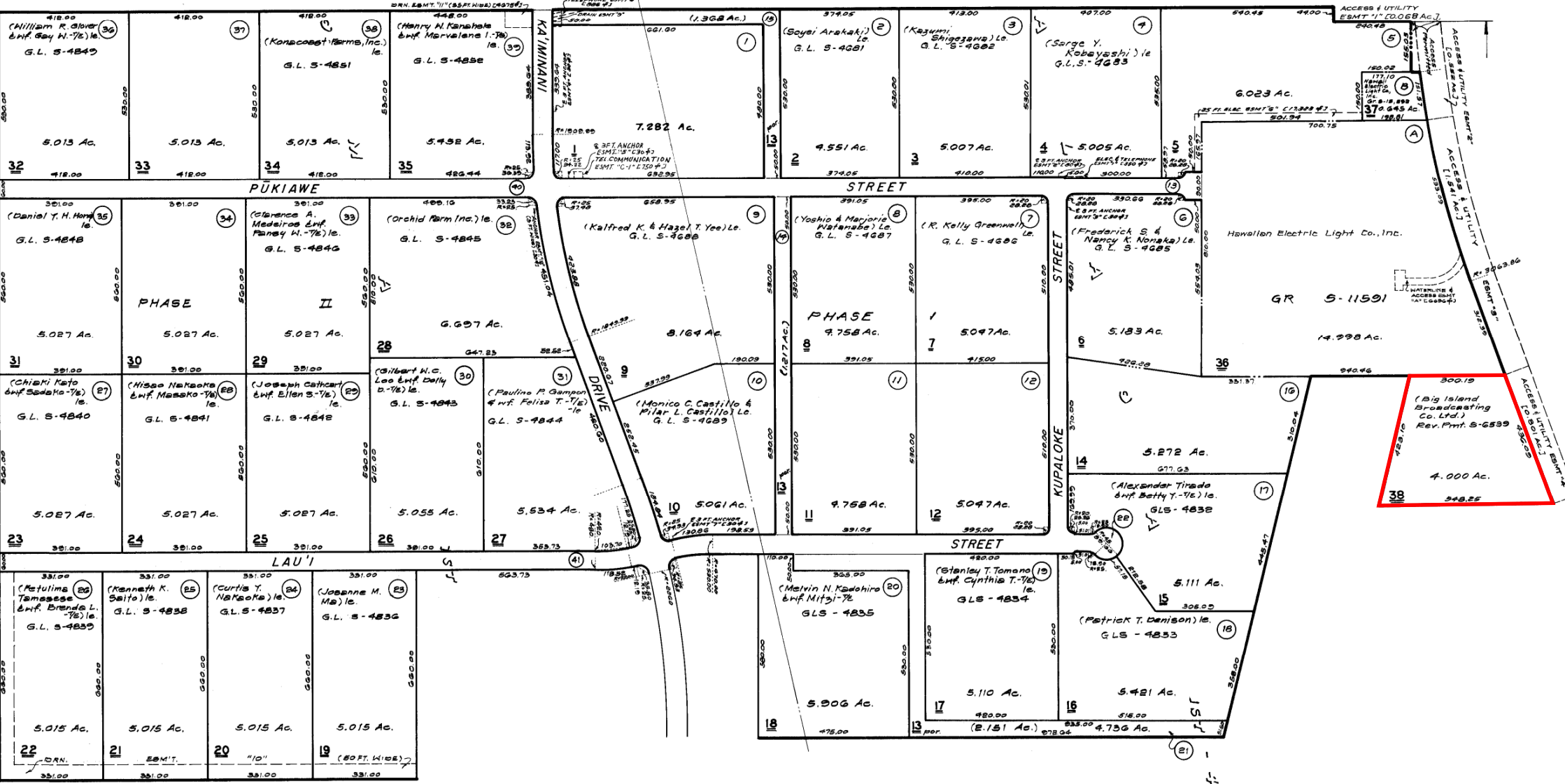
To Kailua

QUEEN

KAAHUMANU

HIGHWAY

To Anahoomalu



PLAT 10

NOTE: All lots owned by
State of Hawaii unless
otherwise noted.

DEPARTMENT OF TAXATION PROPERTY TECHNICAL OFFICE TAX MAPS BRANCH STATE OF HAWAII TAX MAP		
THIRD TAXATION DISTRICT		
ZONE	SEC.	PLAT
7	3	49
SCALE: 1 in. = 200 FT.		

FOR PROPERTY ASSESSMENT PURPOSES
SUBJECT TO CHANGE

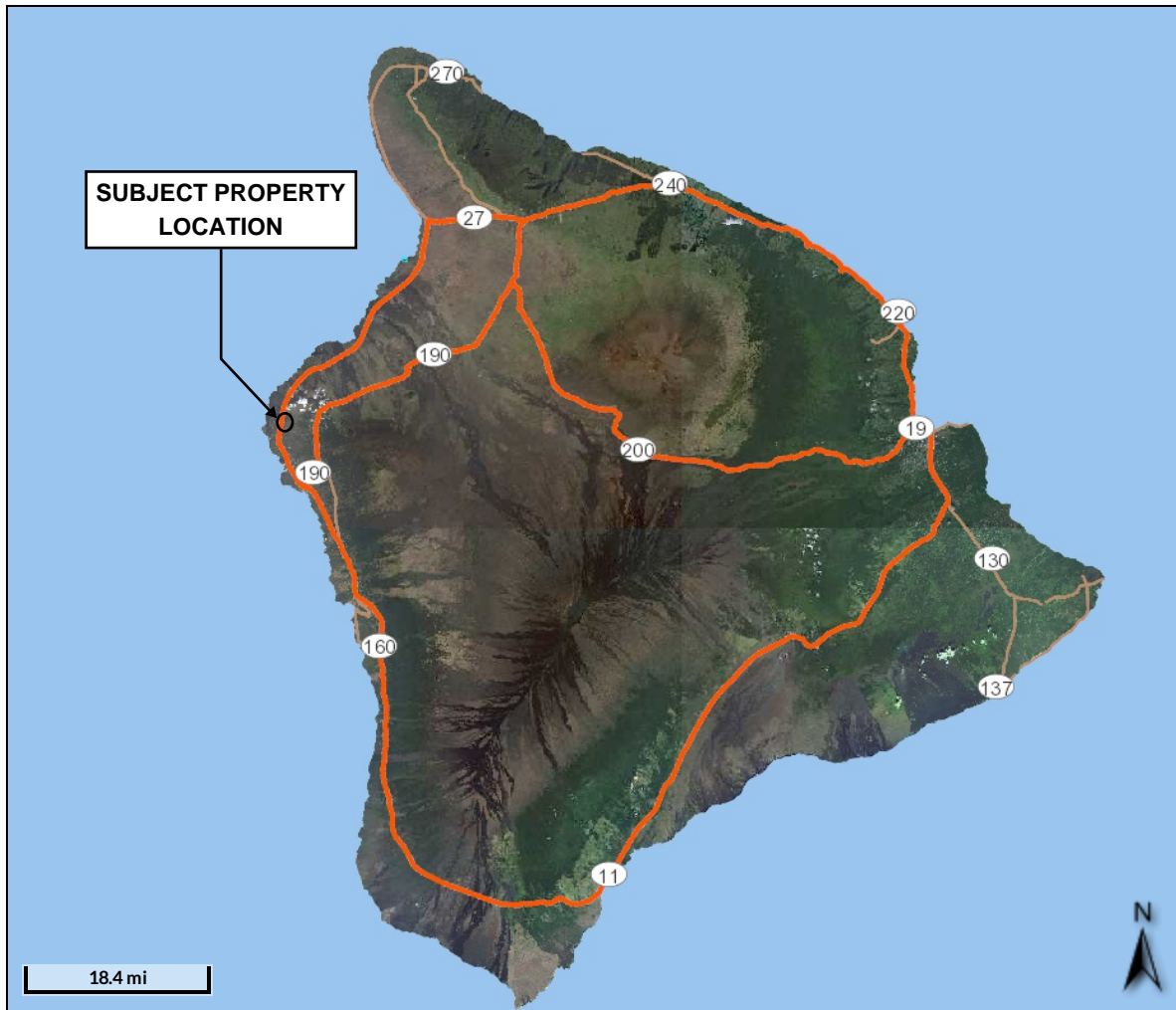
PHASE II, F.P. 1755
KEAHOLE AGRICULTURAL PARK, PHASE I, F.P. 1691, KALAOA 1ST - 4TH & OOMA 1ST, NORTH KONA, HAWAII, HAWAII (Formerly por. 7 - 3 - 10)

REVISOR: F.P. 1755
BY: G.Y.S./G.S.
SOURCE: F.P. 1691

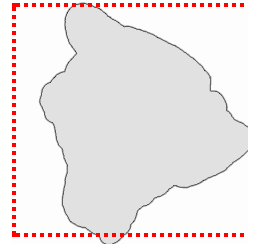
REVISOR: F.P. 1755
BY: G.Y.S./G.S.
SOURCE: F.P. 1691

REVISOR: F.P. 1755
BY: G.Y.S./G.S.
SOURCE: F.P. 1691

REVISOR: F.P. 1755
BY: G.Y.S./G.S.
SOURCE: F.P. 1691

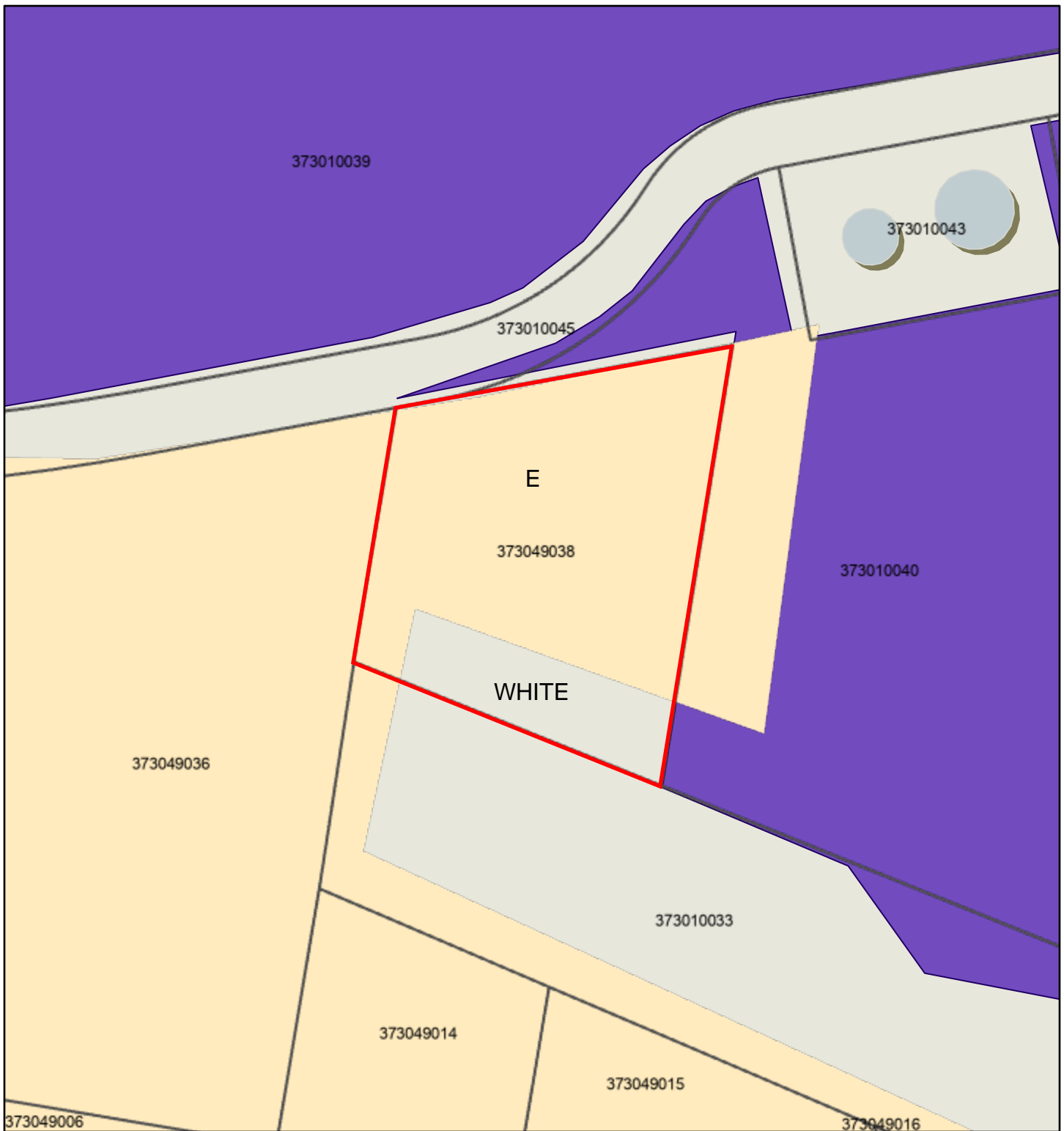


Overview



Legend

EXHIBIT 11
LSB Map for TMK (3) 7-3-049-038

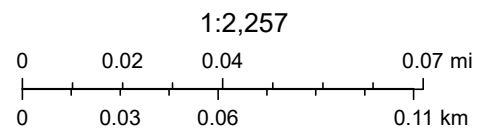


10/27/2023, 1:31:37 PM

LSB Map for TMK (3) 7-3-049-038

E - Very Poor

WHITE - Unclassified



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA

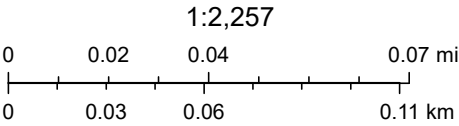
EXHIBIT 12
ALISH Map for TMK (3) 7-3-049-038



10/27/2023, 1:31:59 PM

ALISH Map for TMK (3) 7-3-049-038

WHITE - Unclassified



Sources: Esri, Airbus DS, USGS, NGA, NASA, CGIAR, N Robinson, NCEAS, NLS, OS, NMA, Geodatastyrelsen, Rijkswaterstaat, GSA, Geoland, FEMA, Intermap and the GIS user community, Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA

ArcGIS Web AppBuilder

Sources: Esri, USGS | Esri Community Maps Contributors, © OpenStreetMap, Microsoft, Esri, HERE, Garmin, SafeGraph, GeoTechnologies, Inc, METI/NASA, USGS, EPA, US Census Bureau, USDA



EXHIBIT 13

SUBJECT
PROPERTY

Legend

Wetlands

- Estuarine and Marine Wetland
- Freshwater Emergent Wetland
- Freshwater Forested/Shrub Wetland
- Freshwater Pond
- Lake
- Riverine

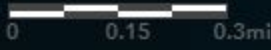




EXHIBIT 14

SUBJECT
PROPERTY



Legend

Threatened-Endangered Plants - Plants - Threatened and Endangered

- Little or None
- Low concentration
- Medium concentration
- High concentration
- Very high concentration
- Cane field, gullies and coastal areas

0 0.15 0.3mi



EXHIBIT 15

SUBJECT
PROPERTY

Legend

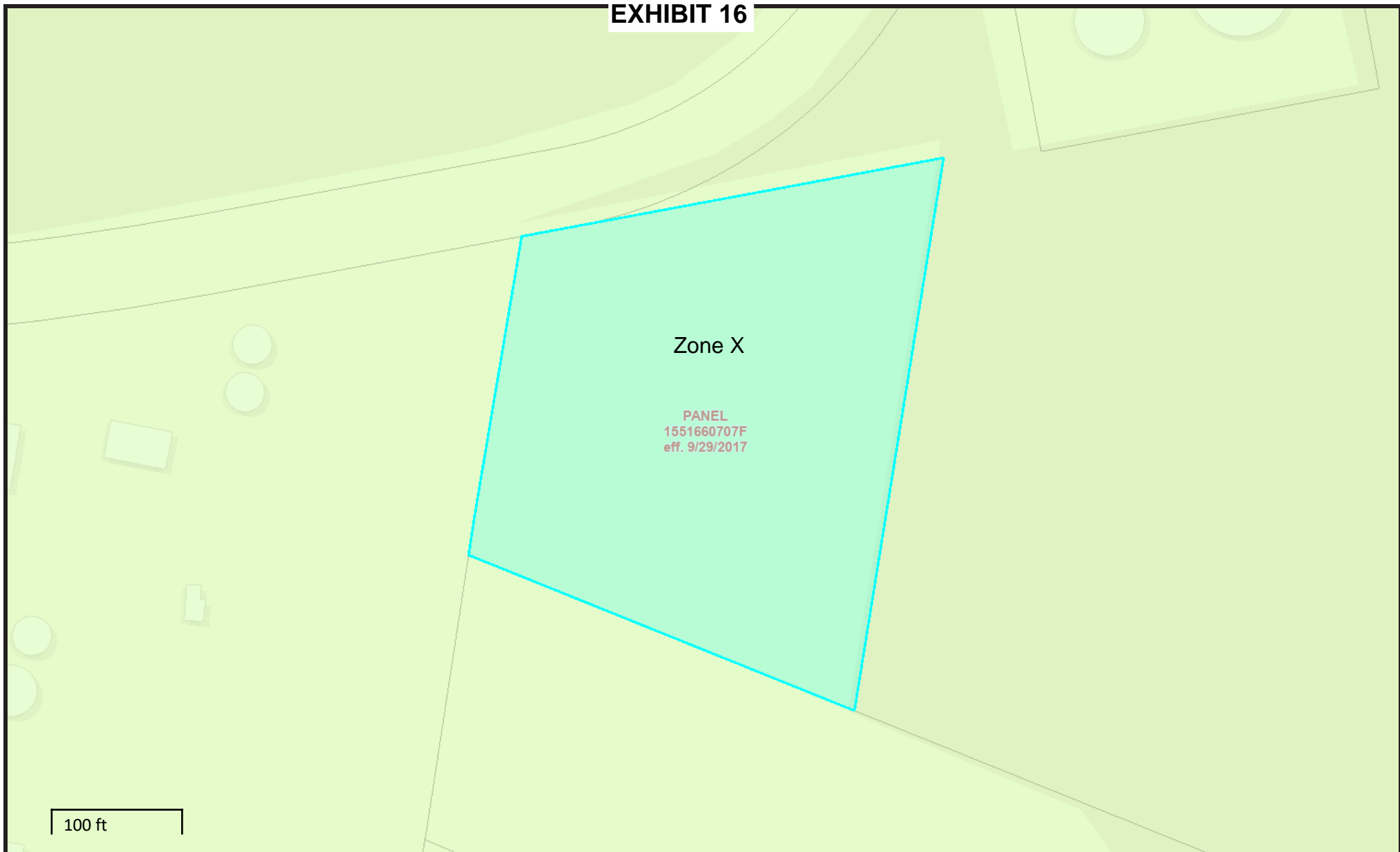
Critical Habitat for Threatened and Endangered Species -
Critical Habitat - Polygon Features - Final

Endangered

Threatened



EXHIBIT 16



Flood Hazard Map - Flood Zone X

Title: TMK (3) 7-3-049-038

Notes:

Map generated
on 10/27/2023



[Map Legend](#)

Disclaimer: The Hawaii Department of Land and Natural Resources (DLNR) assumes no responsibility arising from the use, accuracy, completeness, and timeliness of any information contained in this report. Viewers/Users are responsible for verifying the accuracy of the information and agree to indemnify the DLNR, its officers, and employees from any liability which may arise from its use of its data or information.

EXHIBIT 17

NEIL ABERCROMBIE
GOVERNOR OF HAWAII



WILLIAM J. AILA, JR.
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

PAUL J. CONROY
INTERIM FIRST DEPUTY

WILLIAM M. TAM
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING

FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
HAWAIIAN ISLAND RESERVE COMMISSION
LAND
STATE PARKS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
STATE HISTORIC PRESERVATION DIVISION
601 KAMOKILA BOULEVARD, ROOM 555
KAPOLEI, HAWAII 96707

2012 OCT 17 P 2:38
RECEIVED
LAND DIVISION
HILO, HAWAII

October 5, 2012

MEMORANDUM

To: Wesley Matsunaga
Land Division
75 Aupuni Street, Room 205
Hilo, HI 96720

LOG NO: 2012.2887
DOC NO: 1210MV06
Archaeology

FROM: Michael Vitousek, Lead Archaeologist Hawaii Island Section

Mike Vitousek

SUBJECT: Chapter 6E-8 Historic Preservation Review –
Issuance of Revocable Permit to Mahalo Broadcasting and Verizon Wireless for Tower Site
Kalaoa Ahupua'a, North Kona District, Island of Hawai'i
TMK: (3) 7-3-049:038 (portion)

Thank you for the opportunity to review this project that was originally received by our office on June 22, 2012. The initial review of our records indicated that this project area has been subjected to an archaeological survey as was included in the Hammatt and Folk 1980 survey. Subsequent archaeological surveys in the former Hammatt and Folk (1980) survey area have revealed additional archaeological sites that were missed by the original survey (PHRI 1992 Rpt. No. H-01111). This new information indicates that the previous survey is not adequate according to the current archaeological standards established by Hawaii Administrative Rule 13-276. Therefore, we requested that an archaeological field inspection be conducted on this project area by a qualified archaeologist.

Subsequently we have been informed that the proposed Verizon wireless tower will be a temporary site with minimal ground disturbance. It will be set on top of a mobile trailer and anchored into place with mobile cement blocks. In addition, staff archaeologist Michael Vitousek conducted an archaeological field inspection on October 3, 2012. No archaeological resources or historic properties were recorded during this field visit. Therefore, SHPD believes that **no historic properties will be affected** by the proposed project. In the event that historic resources, including human skeletal remains, structural remains, sand deposits, midden deposits, or lava tubes are identified during project activities, please cease work in the immediate vicinity of the find, protect the find from additional disturbance, and contact the State Historic Preservation Division at (808) 933-7653.

Please contact Mike Vitousek at (808) 652-1510 or Michael.Vitousek@Hawaii.gov if you have any questions or concerns regarding this memo.