

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

April 28, 2017

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

MOA #4210  
Oahu & Hawaii

Issuance of Additional License Agreements by the Board of Land and Natural Resources to the Department of Defense for Installation, Operation and Maintenance of Civil Defense Warning Sirens on Land under the Direct Management of the Department of Land and Natural Resources, at the following TMK Nos: (1) 3-9-007:034 (por.), Maunaloa, Honolulu, Oahu; (3) 3-9-001:006 (por.), Ookaia, North Hilo, Hawaii; and (3) 2-5-006:003 (por.), Ponahawaii, Kaumana, Hawaii

APPLICANT:

Department of Accounting and General Services ("DAGS") on behalf of the Department of Defense ("DOD").

LEGAL REFERENCE:

Sections 171-11, Hawaii Revised Statutes ("HRS"), as amended.

LICENSE AREA:

Typically for each location, 16 square feet, more or less, located within the sites as shown on **Exhibits A1 – A3**.

TABLE 1: ZONING AND TRUST LAND STATUS:

Tax Map Key No.	State LUD	County CZO	Trust Land Status
(1) 3-9-007:034 (por.) Moanalua Bay Boat Ramp (A1)	Urban	P-1 Restricted Preservation District, P-2, General Preservation District	5(b)
(3) 3-9-001:006 (por.) O'okala School Lot (A2)	Urban	MG-1a	5(b)

(3) 2-5-006:003 (por.) Kaumana Cave (A3)	Agriculture, Urban	A-1a	5(b)
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TABLE 2: CURRENT USE STATUS:

<b>Tax Map Key No.</b>	<b>Encumbrances</b>
(1) 3-9-007:034 (por.) Maunalua Bay Boat Ramp (A1)	Executive Order (“EO”) 2626 to the Department of Parks and Recreation, City and County of Honolulu for public purpose, EO 3357 to the Department of Transportation, however, this parcel was to have been transferred to the Department of Land and Natural Resources, Division of Boating and Ocean Recreation (“DOBOR”) and DOBOR has constructed a washdown area on the parcel
(3) 3-9-001:006 (por.) O’okala School Lot (A2)	Unencumbered
(3) 2-5-006:003 (por.) Kaumana Cave (A3)	Land Office Deed (“LOD”) 28212, to Hawaii Electric Light, Co, Inc. for electrical easement; LOD 28849 to Water Board of the County of Hawaii for utility easement

CHARACTER OF USE:

Civil Defense Disaster Warning and Communication Devices purposes.

CONSIDERATION:

Gratis.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules (“HAR”) Section 11-200-8 and the Exemption List for the Department of Land and Natural Resources (“Department”) approved by the Environmental Council and dated June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, Item 51. See **Exhibit B**.

Also, DAGS’ and DOD’s Declaration of Exemptions from the preparation of an environmental assessment under the authority of Chapter 343, HRS and Chapter 11-200, HAR, for these additional sites have been received.

BACKGROUND:

At its meeting on December 9, 2016, under agenda item D-10, the Board of Land and Natural Resources (“Board”) approved the issuance of license agreements to the

Department of Defense for the installment, operation, and maintenance of civil defense warning sirens on lands under the direct management of the Department. There were a total of 13 siren sites which were approved. See **Exhibit C** (without exhibits).

Before the Board today is a request to add three (3) more siren sites, Maunalua Bay Boat Ramp on Oahu, and O'okala School Lot and Kaumana Cave on Hawaii. All of the terms and conditions of the license agreements for these sites will be the similar as noted in the December 9, 2016 submittal. A sample of the license agreement is attached as **Exhibit D**.

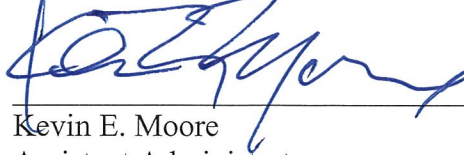
REMARKS:

A draft of this submittal was disseminated for agency comments. The following agencies had no comments or objections: City & County of Honolulu's Department of Park and Recreation, County of Hawaii's Planning Department, DLNR's Division of State Parks, Division of Boating and Ocean Recreation, Office of Conservation and Coastal Lands, Division of Aquatic Resources, Land Division – Oahu District and Hawaii District. The County of Hawaii's Public Works Department, DLNR's Division of Forestry & Wildlife, Commission of Water Resource Management and Historic Preservation, and the Office of Hawaiian Affairs had not responded as of the suspense date of the subject request.

RECOMMENDATION: That the Board:

- A. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environmental and is therefore exempt from the preparation of an environmental assessment.
- B. Authorize the issuance of license agreements to the Department of Defense, subject to applicable conditions cited above which are by this reference incorporated herein and further subject to the following:
  - 1. The license agreements shall be substantially in the form of Exhibit D attached hereto;
  - 2. Review and approval by the Department of the Attorney General; and
  - 3. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

A handwritten signature in blue ink, appearing to read "Kevin E. Moore", written over a horizontal line.

Kevin E. Moore  
Assistant Administrator

APPROVED FOR SUBMITTAL:

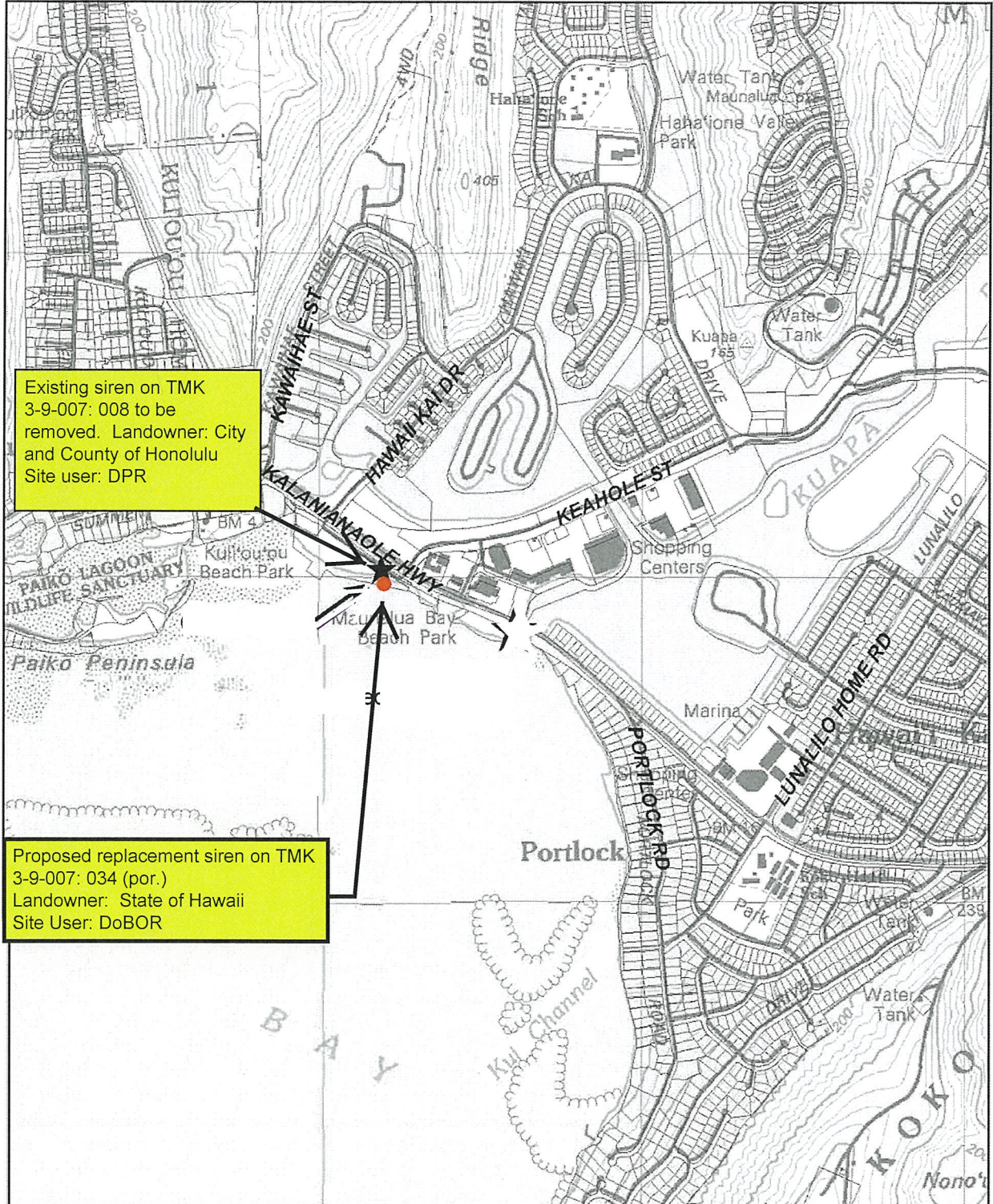
A handwritten signature in blue ink, appearing to read "Suzanne D. Case", written over a horizontal line.

Suzanne D. Case, Chairperson



## SITE LOCATION MAP

ISLAND: Oahu  
SITE NUMBER: OA104  
SITE NAME: Maunalua Bay Boat Ramp



0 750 1,500 3,000 4,500 Feet

### Exhibit A1



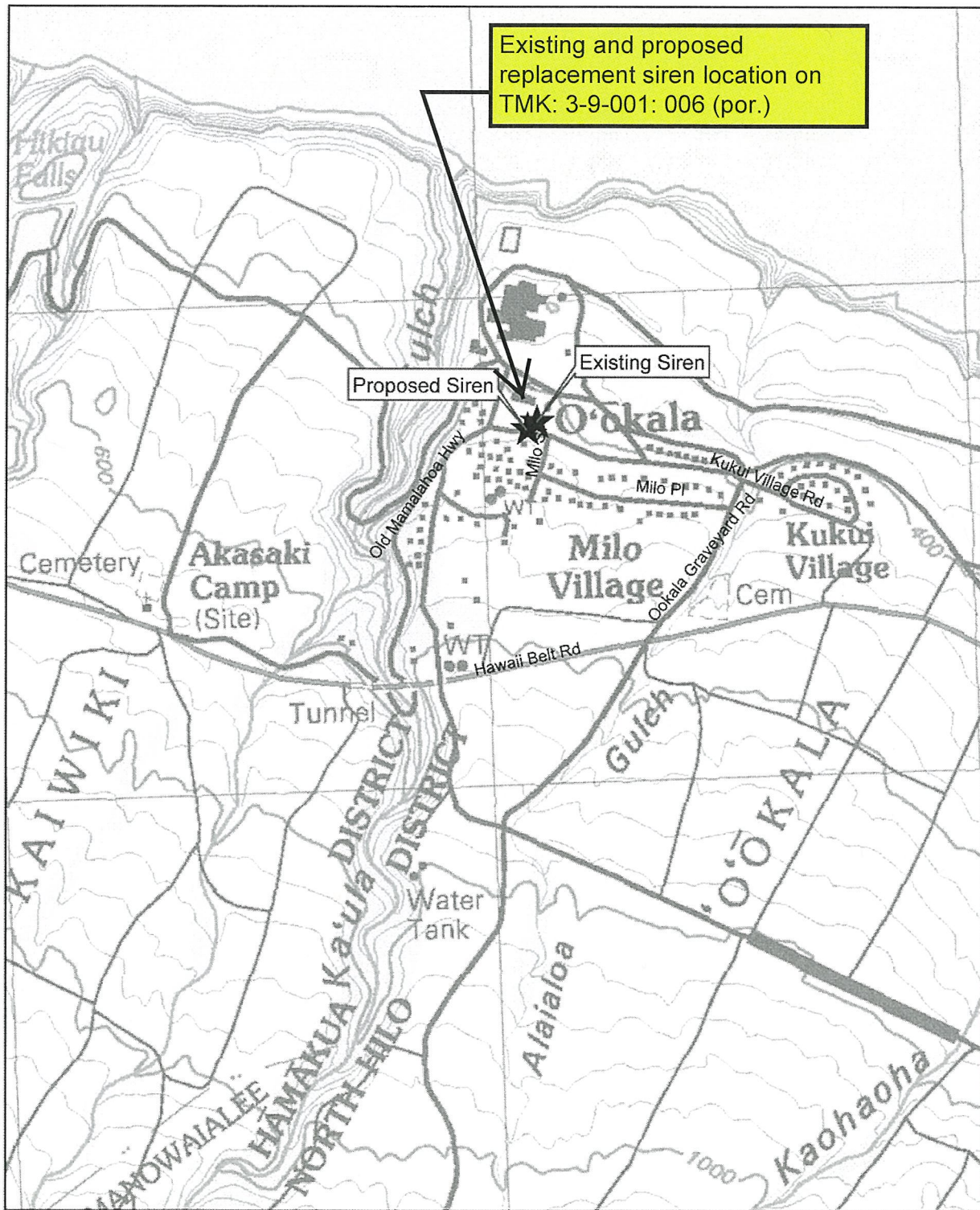


## SITE LOCATION MAP

ISLAND: Hawaii

SITE NAME: O'okala

SITE ID No.: HA304



0 500 1,000 2,000 3,000 Feet

**Exhibit A2**



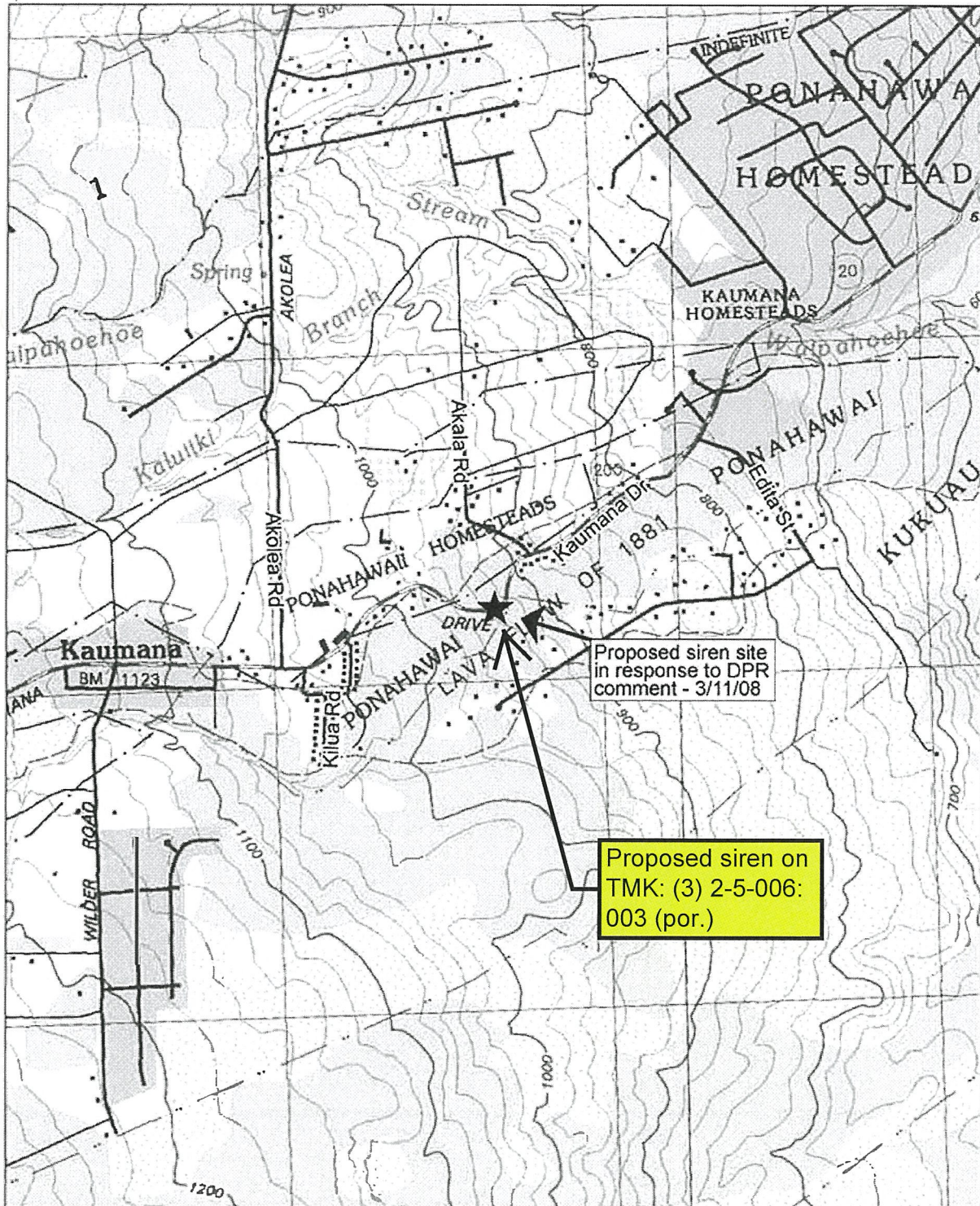


## SITE LOCATION MAP

ISLAND: Hawaii

SITE NAME: Kaumana Cave

SITE ID No.: HA125



0 750 1,500 3,000 4,500 Feet

**Exhibit A3**

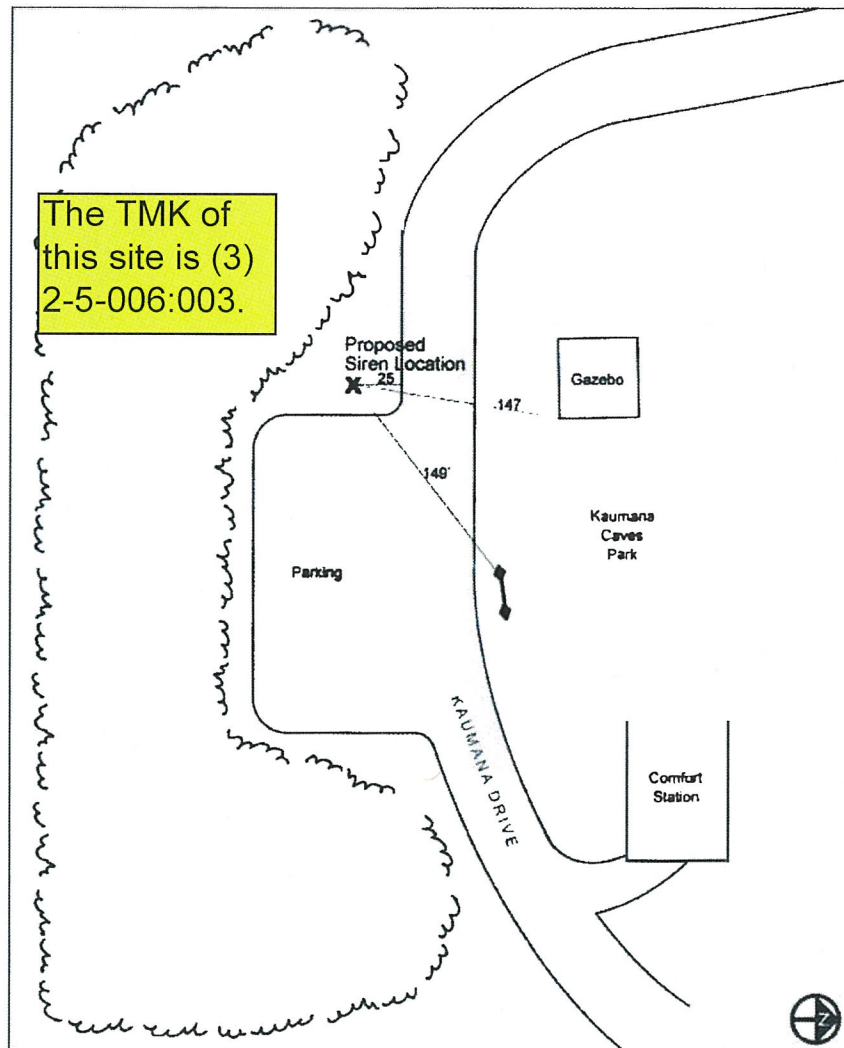


## SITE SKETCH

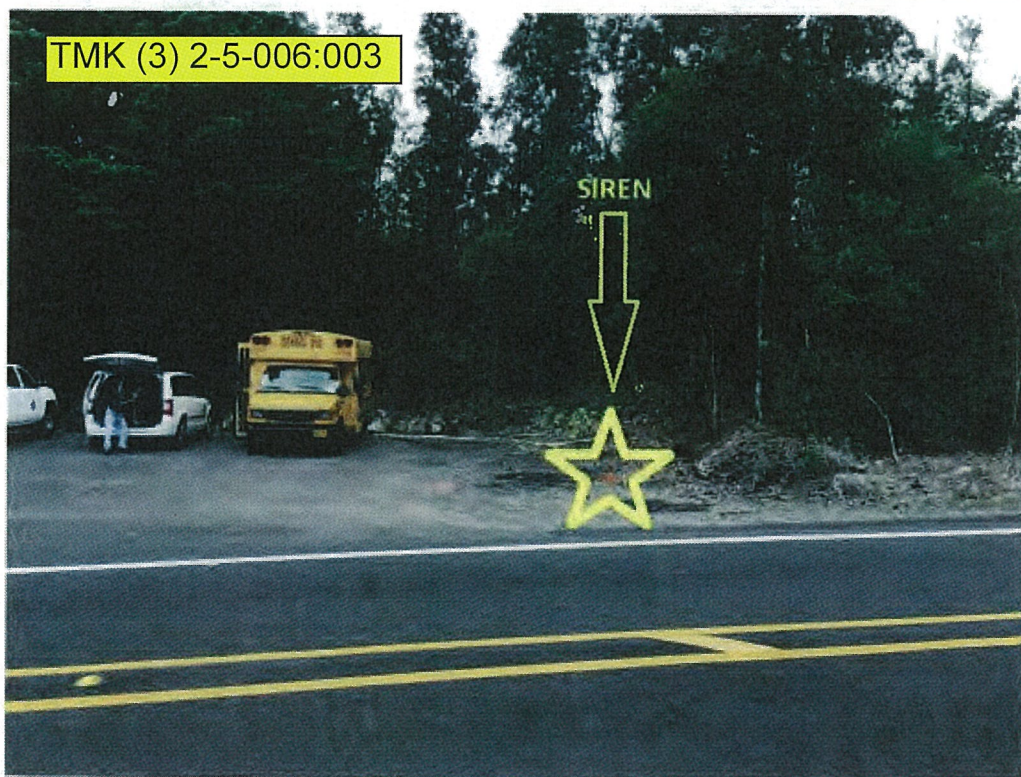
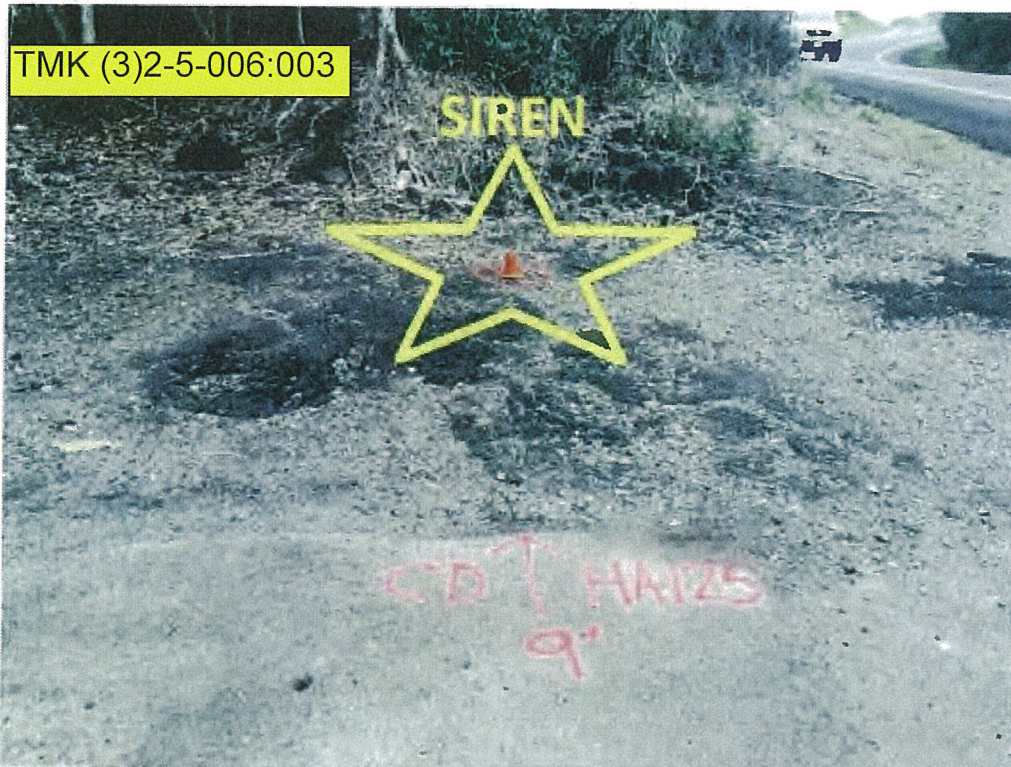
ISLAND: Hawaii  
SITE NUMBER: HA125  
SITE NAME: Kaumana Cave

### LEGEND

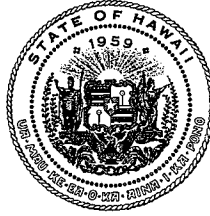
 Park Sign







DAVID Y. IGE  
GOVERNOR OF HAWAII



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

April 28, 2017

SUZANNE D. CASE  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

KEKOA KALUHIWA  
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.  
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

**EXEMPTION NOTIFICATION**

regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200, HAR

Project Title: Issuances of License Agreement by the Board of Land and Natural Resources to the Department of Defense for Installation, Operation and Maintenance of Civil Defense Warning Sirens on Land under the Direct Management of the Department of Land and Natural Resources

Project / Reference No.: MOA #4210

Project Location: TMK Nos: (1) 3-9-007:034 (por.), Maunaloa, Honolulu, Oahu; (3) 3-9-001:006 (por), Ookaia, North Hilo, Hawaii; and (3) 2-5-006:003 (por.), Ponohawai, Kaumana, Hawaii

Project Description: The Department of Defense is implementing the State's new civil defenses disaster warning and communications system throughout the State of Hawaii which is integral to public safety, and is requesting two (2) additional siren sites

Chap. 343 Trigger(s): Use of State Lands and Funds

Exemption Class No.: In accordance with the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated June 5, 2016, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, item 51, that states "Permits, licenses, registration, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing."

**Exhibit B**


Consulted Parties:

As noted in the submittal

Recommendation:

That the Board find this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.

  
\_\_\_\_\_  
Suzanne D. Case, Chairperson

  
\_\_\_\_\_  
Date 4/10/17



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

December 9, 2016

APPROVED BY THE BOARD OF  
LAND AND NATURAL RESOURCES  
AT ITS MEETING HELD ON  
December 9, 2016 yo

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

MOA #4210  
Statewide

Issuance of License Agreements by the Board of Land and Natural Resources to the Department of Defense for Installation, Operation and Maintenance of Civil Defense Warning Sirens on Land under the Direct Management of the Department of Land and Natural Resources, Statewide, at the following TMK Nos:

(1) 1-5-041:006, (1) 8-2-001:001, (1) 4-6-005:009, (1) 5-6-001:024,  
(1) 5-3-011:009, (1) 4-1-015:016, (1) 2-3-037:012, (2) 2-1-006:030, (2) 1-3-  
005:009, (2) 1-4-007:009, (3) 6-6-002:005, (3) 1-3-007:026, and (3) 8-9-004:008

APPLICANT:

Department of Accounting and General Services ("DAGS") on behalf of the Department of Defense ("DOD").

LEGAL REFERENCE:

Sections 171-11, Hawaii Revised Statutes ("HRS"), as amended.

LICENSE AREA:

Typically for each location, 16 square feet, more or less, located within the sites as shown on **Exhibits A – A13**.

TABLE 1: ZONING AND TRUST LAND STATUS:

Tax Map Key No.	State LUD	County CZO	Trust Land Status
(1) 1-5-041:006 Sand Island State Recreation Area	Urban	I-2, I-3, P-2	PL-88-233
(1) 8-2-001:001 Makua Cave	Conservation	P-1	5(b)

(1) 4-6-005:009 Heeia State Park	Urban	P-1, P-2	Acquired after 8/59
(1) 5-6-001:024 Malaekahana State Recreation Area	Ag, Urban	R-5	Acquired after 8/59
(1) 5-3-011:009 Sacred Falls Park	Ag, Conservation, Urban	AG-2, P-1, P-2, R-5	Acquired after 8/59
(1) 4-1-015:016 Waimanalo Town BWS	Urban	B-1, F-1, R-5	5(b)
(1) 2-3-037:012 Ala Wai Yacht Harbor	Urban	P-2	5(a)
(2) 2-1-006:030 Makena State Park	Ag, Conservation, Rural, Urban	A-2, Beach ROW, Open, PK Park, Proposed Road, R-3	Acquired after 8/59
(2) 1-3-005:009 Waianapanapa State Park	Ag, Conservation	Interim	Acquired after 8/59
(2) 1-4-007:009 Hamoā – 2	Ag, Conservation, Rural	Ag, Interim	5(b)
(3) 6-6-002:005 Hapuna Beach State Recreation Area	Conservation, Urban	Open	5(b)
(3) 1-3-007:026 MacKenzie State Park	Conservation	Open	5(b)
(3) 8-9-004:008 Hoopuloa	Conservation	Open	5(b)

**TABLE 2: CURRENT USE STATUS:**

<b>Tax Map Key No.</b>	<b>Encumbrances</b>
(1) 1-5-041:006	Executive Order (“EO”) 2704 to DLNR, Division of State Parks (“DSP”) for park purposes; EO 1188 to the City and County for Honolulu (“CCH”) for sewer treatment plant; EO 4494 to DLNR, Division of Boating and Ocean Recreation for boat launch purposes; LOD 28835 to Hawaiian Electric Co., Inc. (“HECO”) for utility easement; Land Office Deed (“LOD”) 26186 to CCH for sewer easements; LOD 28274 to CCH for waterline easement; Right-of-Entry 4207 to the University of Hawaii for educational and research purposes
(1) 8-2-001:001	EO 3338 to DLNR, DSP for park purposes; General Lease S-3848 to the United States of America, U.S. Army Engineer Division for military purposes
(1) 4-6-005:009	EO 3519 to DLNR, DSP for park purposes
(1) 5-6-001:024	EO 3928 to DLNR, DSP for park purposes

(1) 5-3-011:009	EO 2830 to DLNR, DSP for park purposes; EO 4446 to DLNR, Division of Forestry & Wildlife for the Kaluanui Natural Area Reserve; LOD 27849 to HECO for utility easement
(1) 4-1-015:016	LOD 29005 to Olomana Estates, LLC for access purposes
(1) 2-3-037:012	EO 1795 to the Board of Harbor Commissioners ("BHC") for the Ala Wai Boat Harbor; EO 1330 to the BHC for addition to Kewalo and Ala Wai Yacht Basins; EO 2575 to the Department of Transportation, Harbors Division for addition to the Ala Wai Harbor; LOD 28962 to Department of Defense for civil defense sirens
(2) 2-1-006:030	EO 4184 to DLNR, DSP for park purposes; LOD 28699 to Maui Electric Company, Ltd. and Hawaiian Telcom, Inc. for utility purposes
(2) 1-3-005:009	EO 4183 to DLNR, DSP for park purposes
(2) 1-4-007:009	Revocable Permit 7608 to William F. & William G. Jacintho for pasture purposes; LOD 28679 to Hana Beachfront Associates for access and utility easements
(3) 6-6-002:005	EO 2909 to DLNR, DSP for park purposes; LOD 28463 to Verizon Hawaii, Inc. for utility easement
(3) 1-3-007:026	EO 4021 to DLNR, DSP for park purposes
(3) 8-9-004:008	Unencumbered

CHARACTER OF USE:

Civil Defense Disaster Warning and Communication Devices purposes.

CONSIDERATION:

Gratis.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules ("HAR") Section 11-200-8 and the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, Item 51. See **Exhibit B**.

Also, DAGS' and DOD's Declaration of Exemptions from the preparation of an environmental assessment under the authority of Chapter 343, HRS and Chapter 11-200, HAR, for all of the sites listed on Exhibit A have been received.

BACKGROUND:

The DOD is implementing the State's new civil defenses disaster warning and communications system (the "Project") throughout the State of Hawaii which is integral



to public safety. DAGS is DOD's agent to implement the Project which involves a major overhaul of the existing siren network.

At its meeting on August 14, 2015, under agenda item D-12, the Board of Land and Natural Resources ("Board") approved the negotiation and execution of a Memorandum of Agreement ("MOA") among the Department of Land and Natural Resources ("Department"), DOD and DAGS for civil defense warning sirens on lands under the direct management of the Department.

At its meeting on December 11, 2015, under agenda item D-13, staff amended the prior Board action of August 14, 2015, based on the recommendation by the Department of Attorney General, to obtain approval from the Board for the license agreements for each siren site and report on compliance with Hawaii Revised Statutes Chapter 343.

On March 18, 2016, MOA #4210 among the Department, DOD and DAGS (**Exhibit C**) was duly executed and provides the framework for the land dispositions for the Project. In accordance with the MOA, a license agreement will be issued for each siren location. The license agreement is designed to be site-specific, includes a site map with drawings of the siren and equipment, together with other terms and conditions required by the Department. A sample for the license agreement is attached as **Exhibit D**.

REMARKS:

Staff now seeks Board approval to issue license agreements for the sites identified in Exhibit A. A draft of this submittal was disseminated to all divisions of the Department, the County Emergency Management Agencies and the Office of Hawaiian Affairs for review and comment. The Division of Aquatic Resources, Division of Boating & Ocean Recreation, Division of Forestry & Wildlife, and Land Division – Oahu District & Hawaii District had no comments or objections. The following divisions provided comments: Division of Engineering (**Exhibit E**), Division of State Parks (**Exhibit F**) and Office of Conservation & Coastal Lands (**Exhibit G**). OCCL asked to be contacted about potential permitting approvals that may be required once project details become available for each site.

Finally, the Commission on Water Resource Management, State Historic Preservation Division, and Land Division – Maui District; the City and County of Honolulu's Department of Emergency Management and the Maui County's Civil Defense; and the Office of Hawaiian Affairs did not respond at the time this submittal was prepared.

RECOMMENDATION: That the Board:

- A. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and chapter 11-200, HAR, this project will

probably have minimal or no significant effect on the environmental and is therefore exempt from the preparation of an environmental assessment.

- B. Authorize the issuance of license agreements to the Department of Defense, subject to applicable conditions cited above which are by this reference incorporated herein and further subject to following:
1. The license agreements shall be substantially in the form of Exhibit D attached hereto;
  2. Review and approved by the Department of the Attorney General; and
  3. Other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Kevin E. Moore  
Assistant Administrator

APPROVED FOR SUBMITTAL:

  
Suzanne D. Case, Chairperson

**LICENSE AGREEMENT  
(SAMPLE)**

THIS LICENSE AGREEMENT entered into this \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_, by and between the STATE OF HAWAII by its Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, hereinafter called the "Licensor," and the STATE OF HAWAII by its Department of Defense, whose address is 3949 Diamond Head Road, Honolulu, Hawaii 96816, hereinafter called the "Licensee."

W I T N E S S E T H:

WHEREAS, Licensor is the owner or manager of that certain parcel of land more particularly described in Exhibit A attached hereto as the final siren location is approved, and made a part hereof (hereinafter referred to as the "parcel"); and

WHEREAS, Licensee desires to license a portion of the parcel for the installation, operation and maintenance of a civil defense disaster warning and communication device, together with improvements, equipment, facilities and appurtenances related thereto; and

WHEREAS, Licensor does not object to granting Licensee an non-exclusive license over the parcel provided Licensee fully complies with the terms and conditions set forth below;

NOW, THEREFORE, in consideration of the mutual covenants and promises herein made, the parties do hereby agree as follows:

1.     Purpose of License. It is mutually agreed and understood by and between the parties that the primary purpose for this License is to improve and expand emergency and civil defense

**Exhibit D**



. communications in times of disaster or national emergency

2. Grant of License. Licensors hereby grants Licensee a revocable non-exclusive license to install, operate and maintain a civil defense disaster warning and communication device, together with improvements, equipment, facilities and appurtenances related thereto (hereinafter referred to as the "Equipment") in portions of the parcel ("Siren Site") and the right of ingress to and egress from the said Equipment and parcel. This License shall not be construed to include the granting of any permanent rights, ownership, title, or easements in the parcel.

3. Licensed Area. The Siren Site subject to this license is siren number OA131 (Siren Name Designation: Sand Island Park). Licensee shall obtain Licensors approval of the final location, for siting of the equipment, and official siren location name designation.

4. License Term. This License shall become effective on the day and year first above written, and shall continue in full force and effect for until such time that either Licensors or Licensee choose to terminate this License upon giving one (1) year written notice.

5. Right to Construct the Equipment. Licensee may construct and maintain the Equipment on, within, under, over and across the Siren Site provided that Licensee obtains the Licensors written approval of the plans and specifications for the Equipment and any subsequent alterations thereto prior to commencing the construction of any portion of the Equipment on the Siren Site. Licensee shall be solely responsible for all costs and expenses incurred in connection with the Equipment and the maintenance of the Equipment, including but not limited to, all design, planning, engineering, construction, alteration and maintenance costs and expenses.

6. Equipment. The initial installation of the Equipment shall be comprised of a solar powered siren attached to a composite pole which will be tested once a month as shown on Exhibit

"B," attached hereto and made a part hereof. No electrical connection or underground utility trenching are required or shall be allowed unless it is found that the photovoltaic panel cannot provide the necessary power to re-charge its batteries.

7. Maintenance. Licensee shall, at its sole cost and expense, maintain said Equipment and appurtenances relating thereto in a good, safe and workmanlike manner, including, but not limited to, making all necessary repairs to the Equipment, and shall not make, permit or suffer any unlawful, improper or offensive use of the Siren Site.

8. Damage. Licensee shall not damage, undermine or otherwise destroy any portion of the Siren Site, including, without limitation, any Licensor facilities or improvements situated on or near the Siren Site or any equipment or appurtenances relating thereto, including, but not limited to drainage system, irrigation, landscaping, and underground utility systems. Licensee shall, at its sole cost and expense, repair, restore and reconstruct that portion of said Siren Site so damaged, undermined or destroyed, including any and all affected facilities, improvements, equipment and appurtenances.

9. Reservation of Rights. Licensor reserves unto itself the full use and enjoyment of the Siren Site and to grant to others rights and privileges for any and all purposes affecting the Siren Site, all without charge by and without the consent of Licensee, provided that such use by Licensor and/or third parties does not unreasonably interfere with Licensee's rights to use the Siren Site under this License. Licensee shall take steps necessary to ensure that its exercise of the rights and privileges granted hereunder does not cause any substantial interference with Licensor's operations in or near the Siren Site.

10. Licensors Work Within or Affecting the Siren Site. If Licensors decides to perform any work of any kind within, on, over, under, across, near, or affecting the Siren Site, Licensors will coordinate such work with Licensee. Licensee shall not prevent Licensors from performing such work, provided, however, that Licensors will take protective measures to assure that such work does not unreasonably interfere with Licensee's Equipment or use of the Siren Site for the purpose of performing routine or necessary maintenance of the Equipment including the use of a bucket truck.

11. Ownership of Equipment. The Equipment and appurtenances and all equipment and tools for the maintenance and use thereof placed in or upon the Siren Site shall remain the property of Licensee and may be removed by Licensee at its own cost and expense at any time during the life of this License and shall be removed within a reasonable time from the date of receiving written notice from Licensors to change the location of said Equipment and appurtenances or any part thereof upon the said described property. Licensee shall not in any way alter or relocate said Equipment on the Siren Site without prior written consent of Licensors. Upon removal or relocation of said Equipment and appurtenances, Licensee shall restore the Siren Site to as good a condition as existed prior to the commencement of this License.

12. Removal of Equipment. If Licensors shall at any time in the future deem it necessary to use the Siren Site for any public purpose and/or physical expansion of its current operations, Licensee shall remove, at its own cost and expense, its Equipment and its appurtenances from the Siren Site, and without any liability on the Licensors's part; provided, however, that the Licensors shall give Licensee at least one (1) year prior written notice of any requirement for such removal.



13. Assignment. Licensee shall not transfer or assign this License or sublet any part of the Siren Site or grant any interest, privilege or license whatsoever in connection with this License or the Siren Site.

14. Damages or Injury. Licensors and Licensee understand and recognize that by entering into this License, that both are engaged in a civil defense function as contemplated in Hawaii Revised Statutes, Chapter 127A, as amended. Neither Licensors nor Licensee shall be civilly liable for the death of or injuries to persons or property damage, as a result of any act or omission in the course of the employment or duties under Hawaii Revised Statutes Chapter 127A, as amended.

15. Waiver of Claims. Nothing contained in this Agreement shall be construed by any party as a waiver of any immunity currently authorized by law or that may in the future be so authorized.

16. Insurance. Licensee shall require its consultants and contractors to procure and maintain, during the life of each right-of-entry permit and any extensions thereof, comprehensive general liability insurance covering bodily injury and property damage with limits not less than \$1,000,000 combined single limit per occurrence and include the following extensions: (1) contractual liability to cover liability assumed under the right-of-entry permit; and (2) all insurance that may be required under the laws, ordinances or rules or regulations of any governmental authority. All required policies of insurance shall name the Licensors and Licensee and their elected and appointed officials, employees and agents as additional insured and provide that the policy will not be canceled, terminated, lapsed, or materially changed without 30 days prior written notice to the Licensors and Licensee.

17. Abandonment. This License and all of Licensee's rights hereunder shall terminate, without any action on the part of Licensor, in the event of non-use or abandonment by Licensee of the Siren Site, or any portion thereof, for a period of one (1) year.

18. Removal upon Termination. Upon termination or cancellation of this License, Licensee shall, at its sole cost and expense, remove any and all portions of the Equipment installed or constructed on, within, under, over or across the Siren Site and any improvements, equipment, facilities, components and appurtenances relating thereto and restore the Siren Site to as good a condition as existed prior to the installation of this License, satisfactory to the Licensor, and if Licensee fails to restore the Siren Site to a condition satisfactory to the Licensor, Licensor shall have the right to charge Licensee, and Licensee shall be solely responsible for, any and all costs and expenses incurred by Licensor in completing and accomplishing such restoration, including, but not limited to any costs the Licensor incurs in removing and disposing of Licensee's Equipment.

19. Default.

i) Notice of default. If Licensee defaults on or otherwise fails to perform its obligations under this License, Licensor will issue a written notice of default to Licensee by certified mail, return receipt requested.

ii) Licensee to cure defaults. Any and all defaults or failures to perform contained in such notice of default must be resolved and remedied to the Licensor's satisfaction within fifteen (15) days of the date of the Licensor's written notice to Licensee or such further time as may be authorized by the Licensor in writing. Licensee's failure to construct the Equipment in accordance with the plans and specifications approved by Licensor shall be deemed a default of this License.

iii) Licensors remedies for failure to cure. If Licensee fails to cure said defaults or failures to perform within the required time, the Licensor may, but shall not be obligated to, cure or remedy said defaults or failures to perform and charge any costs and expenses incurred in performing said cure and remedy to Licensee, who shall immediately pay said costs and expenses to the Licensor upon receiving notice from the Licensor.

20. Costs and Attorneys' Fees. In the event of any litigation by reason of this License, Licensor and Licensee agree that each shall be responsible for their own attorney fees and costs and not for the attorney fees and costs of the other party. Nothing contained herein shall preclude Licensor or Licensee from pursuing an award of attorney fees and costs against any third party in any related litigation.

21. Agreement/Amendments. This License constitutes the entire agreement and understanding of the parties and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments of this License must be in writing and executed by both parties.

22. Compliance with Laws. Licensee, at all times during the term of this License, shall comply with all of the requirements of federal, state, and county authorities and shall observe all federal, state and county laws, statutes, ordinances, rules and regulations, now in force or which may hereafter be in force.

23. Binding Effect. All provisions contained in this License shall be binding upon and inure to the benefit of the respective parties, their successors, and officers, agents, and employees or any person acting for and on their behalf.

IN WITNESS WHEREOF, the parties, represented by the Chairperson for the Licensor and the Administrator for the Hawaii Emergency Management Agency for the Licensee, have caused these presents to be executed the day and year first above written.

STATE OF HAWAII  
By its Board of Land and Natural  
Resources

By \_\_\_\_\_  
Suzanne D. Case  
Chairperson

"LICENSOR"

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
Deputy Attorney General  
State of Hawaii

STATE OF HAWAII  
By its Department of Defense

By \_\_\_\_\_  
Vern T. Miyagi  
Hawaii Emergency Management Agency  
Administrator

"LICENSEE"

APPROVED AS TO FORM:

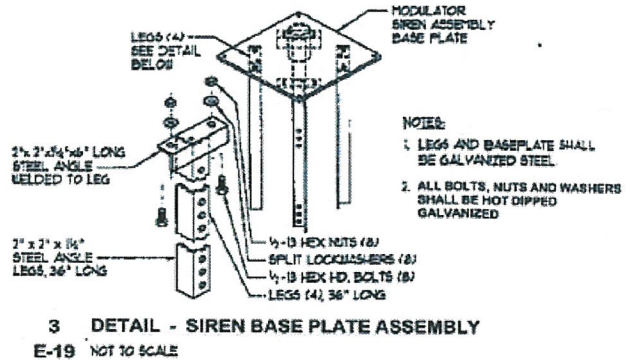
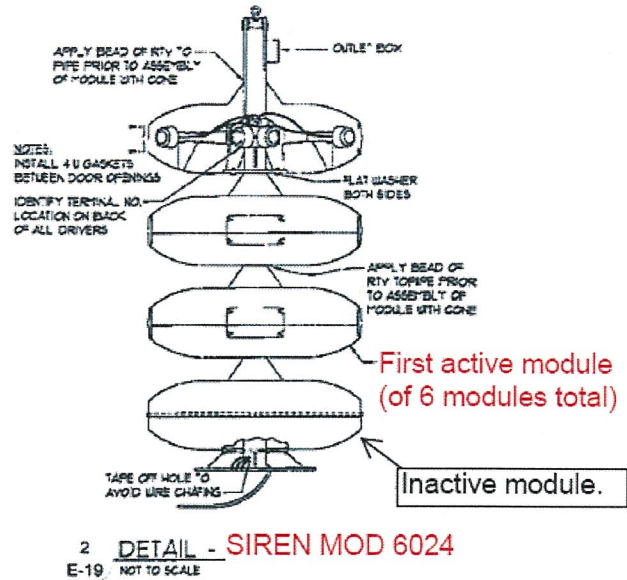
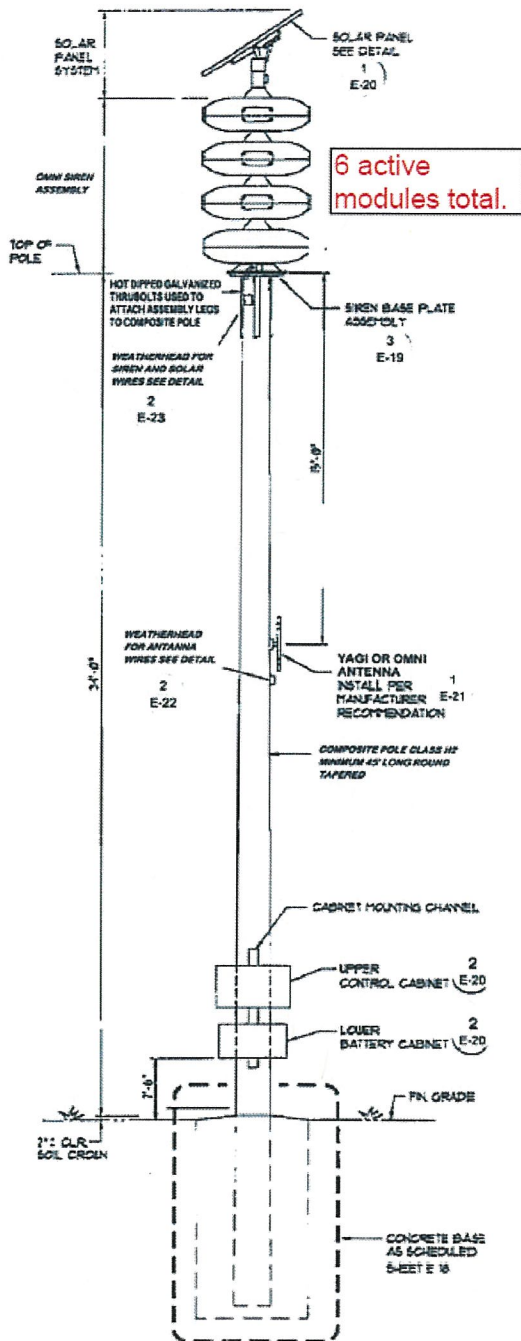
\_\_\_\_\_  
Deputy Attorney General  
State of Hawaii



EXHIBIT A (Page 1 of 2)

SITE LOCATION MAP

# EXHIBIT B



## Hawaii State Civil Defense

POLE ELEVATION, SIREN AND BASEPLATE DETAIL

Siren Type MOD 6024

SIZE	FIG. NO.	DATE NO.	REV.
SCALE	NOT TO SCALE	SHEET	1 OF 1