

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
Land Division
Honolulu, Hawai'i 96813

November 9, 2017

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

O'ahu

Approve Amended Submittal of December 9, 2016, agenda item E-3: Issuance of a General Lease to Ke'ehi Memorial Organization for the Operation, Maintenance and Administration Purposes of Ke'ehi Lagoon Memorial (aka Pacific War Memorial), situated at Ke'ehi Lagoon, Honolulu, O'ahu, Tax Map Key: (1) 1-1-03:004.

The purpose of this amendment is to (1) correct the statutory authority under which the Board is acting in granting the lease, (2) correct the leased acreage, (3) request that the Board declare that the project is exempt from the preparation of an environmental assessment, and (4) clarify the relationship between Ke'ehi Memorial Organization and Disabled American Veterans, Department of Hawai'i and delegate authority to the Chairperson to consent to a future sublease between these parties.

BACKGROUND:

The lease concerns the operation of the Ke'ehi Lagoon Memorial on the property. Executive Order No. 1534, dated November 19, 1952, set aside lands (11.087 acres) to the Pacific War Memorial Commission ("Commission") for the creation and maintenance of a living war memorial.

The Commission subsequently entered into an agreement with Disabled American Veterans ("DAV National"), dated November 6, 1953, by which the Commission granted DAV National a permit to construct a war memorial on the property and the responsibility for the maintenance and repair of the memorial.

On August 3, 1961, the Commission voted to transfer the agreement from DAV National to Disabled American Veterans, Department of Hawai'i ("DAV-HI").

In 1981, the Legislature enacted Act 135, which transferred the duties of the Commission to DLNR. Among other things, Act 135 stated:

Lands under Executive Order No. 1534, dated November 19, 1952, are transferred to the department of land and natural resources; provided that the aforesaid land under Executive Order No. 1534, subject to current encumbrances and the agreement reached on August 3, 1961,¹ between the Pacific War Memorial Commission of

¹ While documents reference an August 3, 1961 "agreement," we are not aware that a written agreement exists. Instead, the only record available is a memorandum created by the Chairman of the DAV Ke'ehi Lagoon Memorial Committee of an August 3, 1961 meeting where the Commission agreed to allow DAV-HI to assume the responsibilities of DAV National under the November 6, 1953 agreement.

ITEM E-2

Hawai'i and the Disabled American Veterans, shall be used for the purposes for which that land was set aside, a site for the creation and maintenance of a living war memorial

(Codified as HRS § 6E-52).

Executive Order No. 3967, dated February 19, 2003, set aside the memorial site (10.78 acres) to the Division of State Parks. Executive Order No. 3950, dated October 21, 2002, cancelled the 1952 set aside to the Commission of 11.087 acres.

In an agreement dated August 26, 2004, between Ke'ehi Memorial Organization ("KMO") and DAV-HI, the parties agreed that DAV-HI "conveys to [KMO] all rights, responsibilities, and duties that were given to [DAV-HI] by the [Commission] for the State of Hawai'i by that certain agreement entered into on August 3, 1961[.]" No lease or any other disposition has ever been made by the Board to any party regarding the property in question.

KMO is a domestic nonprofit corporation that has been certified to be tax exempt under section 501(c)(3) of the Internal Revenue Code of 1986, as amended. KMO's stated purpose according to the Department of Commerce and Consumer Affairs is to manage, maintain, and develop the educational and recreational facilities at Keehi Lagoon Memorial grounds, for the use and benefit of the community and youth of Hawai'i, and to support disabled veterans and their families.

AMENDMENTS TO AGENDA ITEM E-3, DECEMBER 9, 2016:

The Land Board at its meeting of December 9, 2016, under agenda item E-3, approved Issuance of a General Lease to Ke'ehi Memorial Organization for the Operation, Maintenance and Administration Purposes of Ke'ehi Lagoon Memorial (aka Pacific War Memorial) situated at Ke'ehi Lagoon, Honolulu, O'ahu, Tax Map Key: (1) 1-1-03:004, attached hereto as Exhibit A4.

First, the submittal states that the lease was to be issued pursuant to HRS § 171-53(b), which relates to the disposition of reclaimed land. This was stated in error. We are requesting that the reference to HRS § 171-53(b) in the prior Board submittal be **AMENDED** to: **HRS § 171-13**, which relates to the disposition of public land in fee simple, by lease with option to purchase, license, or permit; **HRS § 171-43**, which relates to Lease of campsites or sites for youth athletic and/or educational activities; and **HRS § 171-43.1** which relates to Lease to eleemosynary organizations.

Second, Although Executive Order No. 3967 and the survey map attached to the submittal states that the area of land set aside is 10.78 acres, as well as the survey map attached to the submittal, the submittal states that the area to be leased is 11.087 acres, more or less. Area of 11.087 was stated in error. The correct area is **10.78** acres, more or less as stated in Executive Order No. 3967.

Third, in its HRS, Chapter 343 analysis, the submittal states: "The Final Environmental Assessment for the subject property was published in the OEQC's Environmental Notice on November 8, 2006, with a finding of no significant impact[.]"

We are amending this section to read: “In accordance with Hawai‘i Administrative Rule Sections 11-200-8(a)(1) & (4) and the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated December 4, 1991, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, item 47: “Leases of state land involving negligible or no expansion or change of use beyond that previously existing.” See Exhibit B attached hereto.

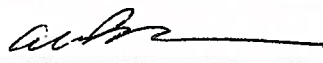
Fourth, the submittal states: “In recognition of [DAV-HI’s] long standing history and service, former management and current use of the premises, the Lease will be conditioned so that [DAV-HI] may remain on site at their pleasure with gratis rent while the KMO will continue to pay [DAV-HI’s] utility costs.” It has been determined that it is untenable to grant DAV-HI, a third party to the lease agreement, unrestricted occupancy of the property without proper documentation.

KMO and DAV-HI may be willing to enter into a sublease agreement for a small portion of the leased area, as they previously contemplated. Staff recommends delegating authority to the chairperson to consent to a future sublease between KMO and DAV-HI concerning the use of a portion of the property.


RECOMMENDATION: That the Board:

1. Declare that, after considering the potential effects of the request as provided by Chapter 343, Hawai‘i Revised Statutes and Chapter 11-200, Hawai‘i Administrative Rules, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Approve the issuance of a general lease to KMO subject to the terms and conditions set forth in agenda item E-3, December 9, 2016, subject to all of the amendments mentioned above.
3. Delegate authority to the Chairperson to consent to a sublease between KMO and DAV-HI concerning the use of a portion of the property.

Respectfully Submitted,


Curt A. Cottrell
Administrator

APPROVED FOR SUBMITTAL:


Suzanne D. Case
Chairperson

EXEMPTION NOTIFICATION

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

Project Title: Issuance of a General Lease to Ke'ehi Memorial Organization for the Operation. Maintenance and Administration Purposes of Ke'ehi Lagoon Memorial (aka Pacific War Memorial), situated at Ke'ehi Lagoon.

Project / Reference No.: SP0548

Project Location: Ke'ehi Lagoon, Honolulu, Oahu
TMK: (1) 1-1-03:004

Project Description: Issuance of a General Lease to Ke'ehi Memorial Organization for the Operation. Maintenance and Administration Purposes of Ke'ehi Lagoon Memorial (aka Pacific War Memorial), situated at Ke'ehi Lagoon.

Chapter 343 Trigger(s): Use of State Land

Exemption Class No.: In accordance with the Exemption List for the Department of Land and Natural Resources Environmental Impact Statement Exemption List, 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 Nos. 47, which states the leasing of state land would involve no expansion or change of use beyond that previously existing.”

There would be no change in the proposed use of the property from the existing use of the property. Such use have resulted in no known significant impacts to the natural, environmental and cultural resources in the area. As such, staff believes the proposed use would involve negligible or no expansion or change in use of the subject area beyond that previously existing.

Consulted Parties: Land Division

Recommendation: It is anticipated that 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.

EXHIBIT “B”

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

December 9, 2016

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

Oahu

Issuance of a General Lease to Keehi Memorial Organization for the Operation, Maintenance and Administration Purposes of Keehi Lagoon Memorial (aka Pacific War Memorial), situated at Keehi Lagoon, Honolulu, Oahu, TMK:(1)1-1-03:004.

APPLICANT:

Keehi Memorial Organization, a domestic non-profit 501 C(3) corporation, whose business and mailing address is 2685 North Nimitz Highway, Honolulu, Hawaii 96819.

LEGAL REFERENCE:

Section 171-13 and -53(b), Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government land located at Moanalua, Honolulu, Oahu, identified by Tax Map Key:(1)1-1-03:004, as shown on the attached maps labeled Exhibits A.

AREA:

11.087 acres, more or less.

ZONING:

State Land Use District:	Urban
County of Honolulu CZO:	P2 General Preservation

TRUST LAND STATUS:

Section 5(a) lands of the Hawaii Admission Act

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO X

Approved by the Board of
Land and Natural Resources
at its meeting held on

DEC 9 2016

ITEM E-3

EXHIBIT A

CURRENT USE STATUS:

Governor's Executive Order No. 3967, setting aside 10.78 acres to the Department of Land and Natural Resources, Division of State Parks for the Pacific War Memorial site.

CHARACTER OF USE:

Right, privilege and authority to administer, operate and maintain park facilities on State-owned land.

LEASE TERM:

Ten (10) years

COMMENCEMENT DATE:

The first day of the month to be determined by the Chairperson.

ANNUAL RENT:

\$50,000.00 Base Rent, or 10% of gross receipts per annum, whichever is greater.

RENTAL REOPENINGS:

Not applicable

PERFORMANCE BOND:

Twice the annual minimum rental amount.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

The Final Environmental Assessment for the subject project was published in the OEQC's Environmental Notice on November 8, 2006, with a finding of no significant impact (FONSI).

DCCA VERIFICATION:

Place of business registration confirmed: YES ☒
Registered business name confirmed: YES ☒
Applicant in good standing confirmed: YES ☒

A TIANXES

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Provide annual gross revenue reports.
- 2) Provide IRS Form 990.

BACKGROUND:

The Keehi Lagoon Memorial (KLM) began in 1949 with the creation of the Pacific War Memorial Commission, which was established by Act 288, SLH 1949, to create and maintain a living war memorial to commemorate our war veterans and those who sacrificed their lives for our country during World War II. It also provides fields and camping grounds for youth organizations, social halls, commercial event spaces and commercial wedding halls.

Subsequently, on November 19, 1952, Governor's Executive Order 1534 was executed to set aside the subject site for a Living War Memorial site. The Pacific War Memorial Commission entered into an agreement dated November 6, 1953, with the Disabled American Veterans (DAV) National to construct and maintain a suitable permanent war memorial on the subject site.

On August 3, 1961, the Pacific War Memorial Commission entered into an agreement that included transferring the jurisdiction from the DAV National to the Hawaii DAV, now known as the Keehi Lagoon Memorial Committee DAV, and calling for the facility to "be self-sustaining, so that the public may not be asked constantly for support."

Act 135, SLH 1981, which was incorporated into the Hawaii Revised Statutes as Chapter 6E-51, abolished and transferred the duties and responsibilities of the Pacific War Memorial Commission of Hawaii to the Department of Land and Natural Resources. This transfer was made subject to a management agreement being approved by the Pacific War Memorial Commission and the Disabled American Veterans.

In 1993, the management of the Keehi facility was assumed by the Keehi Memorial Organization (KMO), a domestic non-profit corporation, which was organized for the management of the operations at the Keehi facility. The area was then set aside to the Department of Land and Natural Resources, Division of State Parks on February 19, 2003, under Governor's Executive Order 3967. No separate DLNR disposition has been made.

On August 26, 2004, Disabled American Veterans-Hawaii (DAV-HI), entered into an assignment agreement with Keehi Memorial Organization (KMO), whereby all DAV-HI "rights, responsibilities and duties" under the 1961 Agreement, as recognized by the 1981 Act, were assigned to Keehi Memorial Organization (KMO). (**Exhibit B**)

On August 15, 2011, National DAV issued a directive to DAV-HI, "to cease all its involvement with the Keehi Lagoon Memorial (KLM)." The Order states that National Disabled American Veterans does not recognize any claim by the Hawaii Chapter of the Disabled American Veterans concerning ownership, rights, privileges or otherwise to the property being maintained by Keehi Lagoon Memorial (KLM). The Hawaii Chapter of DAV was directed by the National DAV Chapter, to take no action which associates itself with the property or with the Keehi Memorial Organization (KMO).

On August 23, 2013, the Hawaii Chapter of Disabled American Veterans (DAV-HI) and Keehi Memorial Organization (KMO), entered into a second, updated Assignment and Confirmation Agreement, whereby both parties again acknowledged and reconfirmed the contents of the first (2004) Assignment Agreement.

The 2013 Assignment and Confirmation Agreement confirmed the August 26, 2004 Agreement, which assigned and transferred all of the Hawaii Chapter of the Disabled American Veterans (DAV-HI) rights, responsibilities and duties" for Keehi Lagoon Memorial aka(Pacific War Memorial) over to Keehi Memorial Organization (KMO) as shown in attached Assignment Agreement labeled as (Exhibit C).

REMARKS:

Keehi Memorial Organization (KMO) is a domestic non-profit 501 C (3) corporation which over the years has supported and has been involved in numerous community outreach projects. KMO is committed in its efforts to support youth groups, community organizations, and veterans. KLM facilities are made available for their use, at little to no cost. Some of these groups include the Boy Scouts, Girl Scouts and Cub Scouts; BSA Aloha Council; Veterans of Foreign War (VFW); American Legion; Hawaii National Guard; U.S. Veteran Initiative; Honolulu Police Department; Honolulu Fire Department; various church groups; canoe clubs and numerous high school athletic teams.

KMO has not had a lease, permit, easement or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

The history of tenancy on the premises has been complicated and authorized through Chapter 6E-51 HRS and not a formal disposition. DSP is keenly interested in now resolving this situation by the issuance of a General Lease (which has never been issued) to Keehi Memorial Organization (KMO) for the continued administration, maintenance, and operation of the Keehi Memorial Lagoon facilities at Keehi Lagoon as a memorial park. These activities include the management of public and private events and commercial weddings, which supports both on site staff and management and maintenance costs through a consistent revenue stream.

In recognition of the DAV's long standing history and service, former management and current use of the premises, the Lease will be conditioned so that DAV may remain on site at their pleasure with gratis rent while the KMO will continue to pay the DAV's utility costs. The DAV, as with all other veteran's organizations, remains eligible to apply for the grants administered by the KMO, which average approximately \$60,000 per year.

RECOMMENDATION: That the Board:

1. Subject to the Applicant fulfilling all of the Applicant requirements listed above, authorize the issuance of a general lease to Keehi Memorial Organization (KMO), covering the subject area for park purposes under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
 - a) The State land at Keehi Lagoon, identified as Tax Map Key:(1) 1-1-03:004, remains under the control of the Department of Land and Natural Resources as established in Item 6 of the agreement between the Pacific War Commission and the Disabled American Veterans, dated November 6, 1953 and Act 135, Eleventh Legislature, 1981 (Exhibit D);
 - b) The standard terms and conditions of the most current non-profit lease document form, as may be amended from time to time;
 - c) That the new Lease to Keehi Memorial Organization (KMO) use the standard non-profit lease form, but amended by inserting the standard sublease provision used when leasing to for non-profit entities; and provide further that the Board finds good cause exists for the waiving of the consent requirement for subleases where the arrangement is for short term rentals;
 - d) Authorize the consumption of alcoholic beverages on the premises;
 - e) Review and approval by the Department of the Attorney General; and
 - f) Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

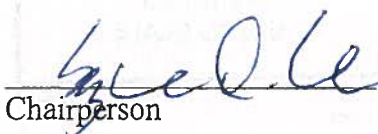
Respectfully Submitted,

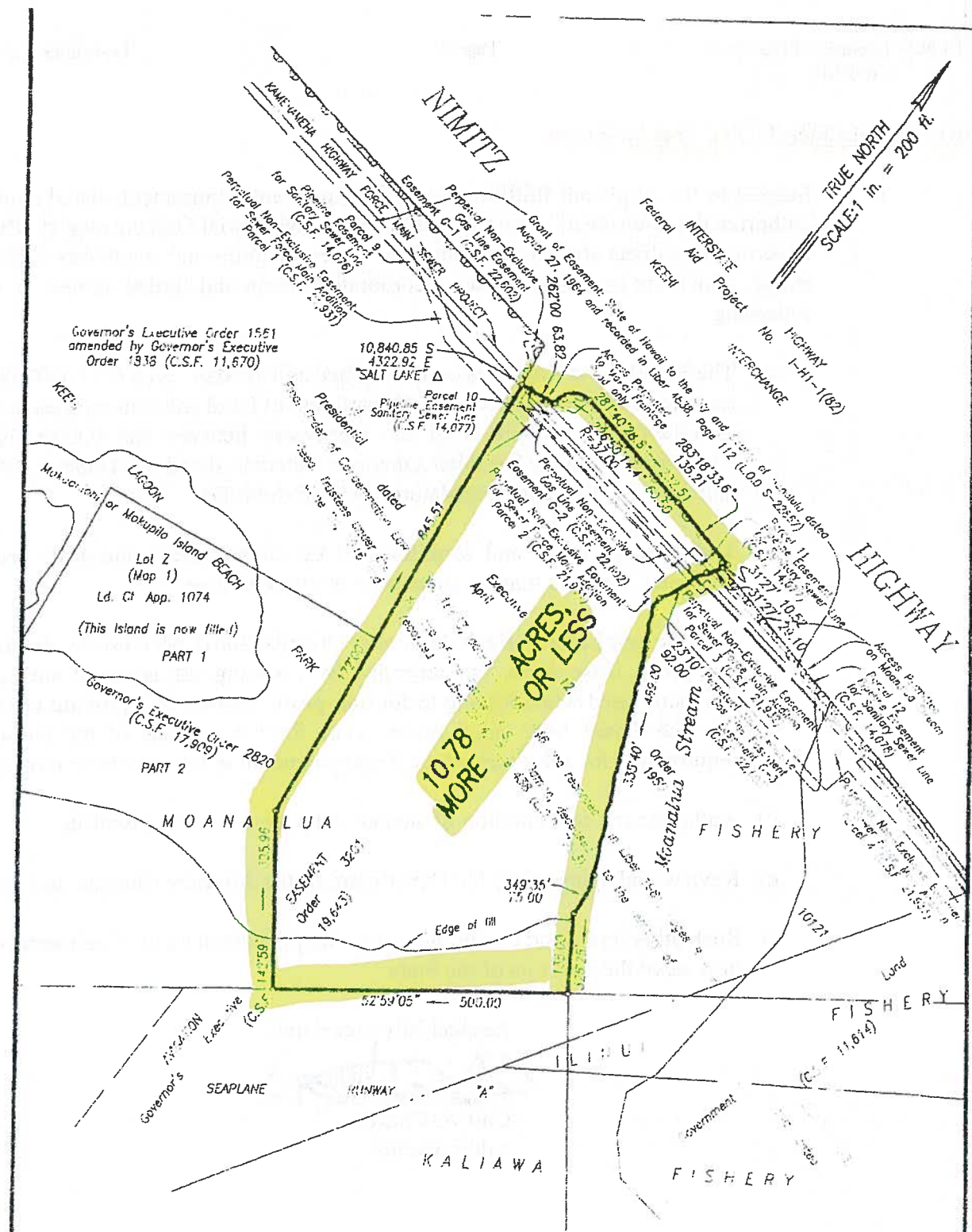


Curt A. Cottrell
Administrator

APPROVED FOR SUBMITTAL:

Suzanne D. Case


Chairperson



PACIFIC WAR MEMORIAL SITE

Moanalua, Honolulu, Oahu, Hawaii

Scale: 1 inch = 200 feet

Job C-47(02)

C. BK.

Denotes no access permitted
Denotes limited access as noted on plan

REDUCED
NOT TO SCALE

TAX MAP: 1-1-03:04

C.S.F. NO. 23,326

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

July 23, 2002

EXHIBIT "A"



DISABLED AMERICAN VETERANS

Headquarters
2685 N. Nimitz Highway
Honolulu, Hawaii 96819
(808) 833-3746

WHEREAS, in 1952 the Pacific War Memorial Commission of the Territory of Hawaii set aside an 11 acre parcel of land near the Keehi Lagoon Park for the Disabled American Veterans national organization (hereinafter National DAV) to build a permanent war memorial.

WHEREAS, by 1960, the National DAV had not developed the property.

WHEREAS, in August 1960, National DAV agreed to transfer the rights conferred upon it for the Keehi Lagoon property by the Pacific War Memorial Commission to the Disabled American Veterans, Department of Hawaii, Inc. (hereinafter DAV Hawaii).

WHEREAS, on August 3, 1961, the Pacific War Memorial Commission for the State of Hawaii agreed to accept the master plan created by DAV Hawaii for the use and development of the Keehi Lagoon property. Attached hereto as Exhibit A is a copy of the minutes for the meeting between Mr. Tucker Gratz, Chairman of the Pacific War Memorial Commission and DAV Hawaii where the master plan was accepted.

WHEREAS, in 1993, a new organization, the Keehi Memorial Organization, a not-for-profit organization was formed in order to receive grant money from the Harry & Jeanette Weinberg Foundation that required the recipient to be qualified under Internal Revenue Code 501(c)(3). This new organization was incorporated under the name the Keehi Memorial Organization and by its articles of incorporation and by-laws is to carry out its charitable purposes and to support the goals, mission and purposes of the DAV Hawaii.

WHEREAS, DAV Hawaii and Keehi Memorial Organization seek to create an adult/child day care center on the Keehi Lagoon property. In so doing, Keehi Memorial Organization will be receiving certain federal grant money and will be responsible for constructing, maintaining, and managing the adult/child day care facility.

WHEREAS, DAV Hawaii and Keehi Memorial Organization seek to enter into this letter of understanding and agreement in order to make clear the relationship of the two organizations and for DAV Hawaii to empower Keehi Memorial Organization with all the rights, responsibilities, and duties that DAV Hawaii has with respect to the Keehi Lagoon property.

THE AGREEMENT

It is hereby understood and agreed by and between DAV Hawaii and Keehi Memorial Organization that DAV Hawaii conveys to Keehi Memorial Organization all rights, responsibilities, and duties that were given to DAV Hawaii by the Pacific War Memorial Commission for the State of Hawaii by that certain agreement entered into on August 3, 1961.

EXHIBIT "B"



DISABLED AMERICAN VETERANS

Headquarters
2685 N. Nimitz Highway
Honolulu, Hawaii 96819
(808) 833-3746

and recognized by Act 135 of the Hawaii Revised Statutes, which transferred duties of the Pacific War Memorial Commission to the Department of Land and Natural Resources, State of Hawaii.

It is further agreed that Keehi Memorial Organization shall support the goals, mission and purposes of the DAV Hawaii when carrying out any functions with respect to construction, rental, use, or any other activity conducted on the Keehi Lagoon property.

This agreement shall last in perpetuity unless expressly revoked by mutual agreement of the board of directors for both DAV Hawaii and Keehi Memorial Organization.

DATED: Honolulu, Hawaii, Aug 26, 2004.

ART FORCIER
Department Commander, DAV Hawaii

TOMMY KAKESAKO
President/Chair
Keehi Memorial Organization

YOUNG KIM
Department Adjutant, DAV Hawaii

HENRY IZUKA
Treasurer
Keehi Memorial Organization

Return by mail () pick up ()

Tax Map Key No.: (1) 1-1-003:004

ASSIGNMENT AND CONFIRMATION

THIS ASSIGNMENT AND CONFIRMATION is dated Aug. 23, 2013 and made by and between DISABLED AMERICAN VETERANS, DEPARTMENT OF HAWAII, INC., a Hawai'i nonprofit corporation ("Assignor"), and KEEHI MEMORIAL ORGANIZATION ("Assignee"), a Hawai'i nonprofit corporation.

RECITALS:

- A. On or about November 6, 1953, The Pacific War Memorial Commission (the "Commission") and Disabled American Veterans ("DAV National") entered into an agreement (the "Original Agreement") with respect to construction and maintenance of a permanent war memorial on TMK (1) 1-1-003:004 and more fully described therein (the "Property") pursuant to Governor's Executive Order No. 1534 and Governor's Executive Order No. 1550 (collectively, the "Executive Orders"). A copy of the Original Agreement is attached hereto as Exhibit A.
- B. The Original Agreement was modified by that certain agreement dated on or about August 3, 1961, pursuant to which the Commission agreed that DAV National's interest in the Original Agreement was transferred to Assignor (the

"1961 Agreement"). A copy of the 1961 Agreement is attached hereto as Exhibit B.

- C. In 1981, the Commission was abolished and its duties and responsibilities were transferred to the State of Hawai'i, Department of Land and Natural Resources ("DLNR") pursuant to Act 135, SLH, incorporated into Hawai'i Revised Statutes as Chapter 6E-51 (the "1981 Act"). The transfer of the Commission's duties and responsibilities to DLNR was made expressly subject to the 1961 Agreement between Assignor and the Commission. A copy of the 1981 Act is attached hereto as Exhibit C.
- D. On or about February 22, 2003, the Executive Orders were cancelled and the 1961 Agreement and the 1981 Act were recognized in that certain Order approved by the Board of Land and Natural Resources of DLNR (the "Order"). A copy of the Order is attached hereto as Exhibit D.
- E. On or about August 26, 2004, Assignor and Assignee entered into that certain agreement (the "Assignment Agreement"), pursuant to which Assignor conveyed to Assignee all of Assignor's rights, responsibilities and duties under the 1961 Agreement, as recognized by the 1981 Act. A copy of the Assignment Agreement is attached hereto as Exhibit E. The Original Agreement, together with the 1961 Agreement, the 1981 Act, the Order and the Assignment Agreement are collectively referred to the "KLM Agreement".
- F. On or about September 28, 2009, the State of Hawai'i, by its Board of Land and Natural Resources, gave a Grant of Non-Exclusive Easement to Assignor which was recorded as Document No. 2009-152386 with the Bureau of Conveyances for the State of Hawai'i (the "2009 Easement"). A copy of the 2009 Easement is attached hereto as Exhibit F.
- G. On or about August 15, 2011, DAV National issued a directive Assignor to cease its involvement with the Property. A copy of the letter is attached hereto as Exhibit G.
- H. Assignor and Assignee wish to confirm the Assignment Agreement and Assignor desires to assign, and Assignee desires to assume, the 2009 Easement.

NOW THEREFORE, in consideration of the sum of Ten and No/100 Dollars (\$10.00) and other good valuable consideration, the receipt of which is acknowledged, the parties agree as follows:

- I. Assignor and Assignee hereby acknowledge and confirm the Assignment Agreement which assigned all of Assignor's rights, obligations and duties under the KLM Agreement to Assignee.

2. Assignor does hereby sell, assign, convey, transfer, set over and deliver unto Assignee all of the estate, right, title and interest of the Assignor in and to the 2009 Easement and any and all improvements, rights, easements, privileges and appurtenances thereunto belonging or appertaining or used, occupied and enjoyed in connection with the 2009 Easement, the KLM Agreement and/or the Property.
3. Assignor makes no warranty or representation, express or implied, or arising by operation of law, including, but in no way limited to, any warranty of quantity, quality, condition, habitability, merchantability, suitability or fitness for a particular purpose of the Property, any improvements located on the Property or any soil conditions related to the Property. Assignee specifically acknowledges that Assignee is not relying on (and Assignor hereby disclaims and renounces) any such representations or warranties made by or on behalf of Assignor of any kind or nature whatsoever.
4. This instrument shall be binding on the parties and each of their respective successors, heirs, personal representatives, successors in trust and assigns. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.
5. The parties agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all parties. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and acknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, the Assignor and Assignee have executed this instrument.

DISABLED AMERICAN VETERANS,
DEPARTMENT OF HAWAII, INC

By: [Signature]
Its: [Signature]

Assignor

KEEHI MEMORIAL ORGANIZATION

By: [Signature]
Its: [Signature]

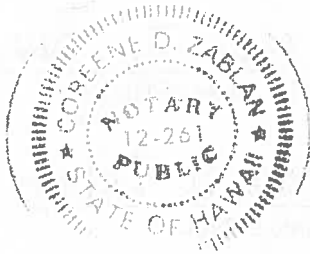
Assignee

STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

)
) SS:
)

On this 23rd day of August, 2013, before me
personally appeared Gilbert Tam, to me personally known, who
being by me duly sworn or affirmed, did say that such person executed the foregoing
instrument as the free act and deed of such person, and if applicable, in the capacity
shown, having been duly authorized to execute such instrument in such capacity.



Coreene D. Zablan
Notary Public, State of Hawaii

Coreene D. Zablan
Printed Name of Notary

My commission expires: 8/5/2016

Doc. Date: 8/23/13
Notary Name: Coreene D. Zablan
Doc. Description: Assignment and Confirmation

Pages: 18
1st Circuit

Coreene D. Zablan 8/23/13
Notary Signature Date



NOTARY CERTIFICATION

STATE OF HAWAII)
) SS:
CITY AND COUNTY OF HONOLULU)

On this 23rd day of August, 2013, before me
personally appeared Robert Kent, to me personally known, who
being by me duly sworn or affirmed, did say that such person executed the foregoing
instrument as the free act and deed of such person, and if applicable, in the capacity
shown, having been duly authorized to execute such instrument in such capacity




Coreene D. Zablan
Notary Public, State of Hawaii

Coreene D. Zablan
Printed Name of Notary

My commission expires: 8/5/2016

Doc. Date: <u>8/23/13</u>	# Pages: <u>18</u>
Notary Name: <u>Coreene D. Zablan</u>	<u>1st</u> Circuit
Doc. Description: <u>Assignment and Confirmation</u>	
 <u>Coreene D. Zablan</u> Notary Signature _____ Date _____	
NOTARY CERTIFICATION	



ACT 135

A BILL FOR AN ACT

RELATING TO PACIFIC WAR MEMORIALS.

BE IT ENACTED BY THE LEGISLATURE OF THE STATE OF HAWAII:

1 SECTION 1. The purpose of this Act is to transfer
2 the duties of the Pacific War Memorial Commission of
3 Hawaii to the department of land and natural resources.

4 Currently, the Pacific War Memorial Commission of
5 Hawaii is under the department of defense for administra-
6 tive purposes only. The Commission was established to
7 create and maintain projects for the purposes of memorials
8 commemorating our war veterans and those who sacrificed
9 their lives for our country.

10 The 1979 Legislature under section 52 of Act 214
11 requested the department of budget and finance to under-
12 take a study on the Commission regarding its duties and
13 responsibilities. The department transmitted its report
14 through Governor's Message No. 11 this year and recommended
15 abolishment of the Commission and transfer of its duties

1 and responsibilities to the department of land and natural
2 resources. The report found that the original purposes of
3 establishing such war memorials had been completed. Presently,
4 the Commission's duties are related to the maintenance of
5 existing memorials and consultation with private, state,
6 and federal organizations with similar objectives. It was
7 decided that these functions could be accomplished by the
8 department of land and natural resources without jeopardizing
9 the State's objectives for the furtherance of the war
10 memorial system.

11 SECTION 2. Chapter 6, Hawaii Revised Statutes, is
12 repealed.

13 SECTION 3. Chapter 6E, Hawaii Revised Statutes, is
14 amended by adding a new part to be appropriately designated
15 and to read:

16 "PART . PACIFIC WAR MEMORIAL SYSTEM

17 §6E- Department of land and natural resources; powers.

18 The department may create and maintain a living war memorial
19 commemorating the sacrifices of Hawaii's heroic dead of World
20 War II; accept land or other property or assets transferred
21 to it by the State or any county for the accomplishment of
22
23
24
25

1 its objectives; adopt a seal; and adopt rules pursuant to
2 chapter 91 for the purposes of this part.

3 The department may also promote and secure the
4 cooperation of national agencies, such as the American Battle
5 Monuments Commission, and other organizations, public or
6 private, seeking to accomplish similar objectives.

7 In addition, the department may:

- 8 (1) Solicit gifts and contributions and publicize
9 the purposes for which such gifts and contributions
10 are being solicited;
- 11 (2) Advise federal and state agencies of the department's
12 purposes and objectives, as well as private individuals
13 and corporations in Hawaii and other States;
- 14 (3) Accept all gifts and contributions from governmental
15 agencies and private persons, except such gifts
16 as may be conditioned upon some restriction of
17 its authority or the purposes for which it is
18 created;
- 19 (4) Grant to the American Battle Monuments Commission
20 all rights necessary, and not in conflict with
21 this part, for the erection and maintenance of
22 battle monuments;
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1 (5) Prepare plans and develop all lands which may be
2 placed under its jurisdiction for war memorial
3 purposes and in that connection cooperate with the
4 director of transportation and such other government
5 and private organizations as may be interested in
6 or affected by the projects;

7 (6) Enter into contracts and agreements with the
8 government or private agencies for the attainment
9 of its authorized purposes; and

0 (7) Utilize such contributions of labor, materials, and
1 property, including money, as may be allocated or
2 otherwise made available to it by any person or
3 instrumentality whatsoever, if in the judgment of
4 the department the acceptance thereof will not
5 limit the scope of the purposes of this part.

6 §6E- Transfer of lands. Any county or the State
7 may transfer lands to the department for the purposes of
8 this part, which are declared public purposes, on any terms
9 or conditions or tenure or otherwise as the county or the
0 State may desire to impose, any other law restricting such
1 transfer, or restricting the type, location or classification
2 of lands which may be transferred, to the contrary notwithstanding.
3 Lands under Executive Order No. 1534, dated November 19, 1952,

1 are transferred to the department of land and natural
2 resources; provided that the aforesaid land under Executive
3 Order No. 1534, subject to current encumbrances and the
4 agreement reached on August 3, 1961, between the Pacific War
5 Memorial Commission of Hawaii and the Disabled American
6 Veterans, shall be used for the purposes for which that
7 land was set aside, a site for the creation and maintenance
8 of a living war memorial as provided by Act 288, Session
9 Laws of Hawaii 1949, as amended by Joint Resolution 37,
10 Session Laws of Hawaii 1951."

11 SECTION 4. Section 26-21, Hawaii Revised Statutes,
12 is amended to read:

13 "§26-21 Department of defense. The department of
14 defense shall be headed by a single executive to be known
15 as the adjutant general. The adjutant general shall also
16 be the director of civil defense.

17 There shall be a full-time vice director of civil defense
18 who shall be appointed and may be removed by the director.

19 The department shall be responsible for the defense of
20 the State and its people from mass violence, originating
21 from either human or natural causes.

22 The devolution of command of the military forces in
23 the absence of the adjutant general shall be within the
24
25

military establishment. The devolution of command of the civil defense agency in the absence of the director of civil defense shall be within the civil defense agency.

There shall be within the department of defense a commission to be known as the civil defense advisory council which shall sit in an advisory capacity to the director of civil defense on matters pertaining to civil defense. The composition of the commission shall be as heretofore provided by law for the civil defense advisory council existing immediately prior to November 25, 1959.

The functions and authority heretofore exercised by the military department and the civil defense agency as heretofore constituted are transferred to the department of defense established by this chapter.

[The Pacific War Memorial Commission of Hawaii is placed within the department of defense for administrative purposes. The functions, duties and powers, subject to the administrative control of the adjutant general, and the composition of the commission shall be as heretofore provided by sections 6-26 to 6-30, except that the governor shall appoint six of the members, with the adjutant general serving as an ex officio seventh voting member. The incumbent members of the commission shall continue in office in

1 accordance with the terms of their appointment. The commission
2 may at its discretion accept gifts which are designated for
3 particular purposes. Any staff member appointed by the
4 commission shall be exempt from the requirements of chapters
5 76 and 77.]"

6 SECTION 5. All appropriations, records, equipment,
7 machines, files, supplies, contracts, books, heretofore
8 made, used, acquired, or held by the department of defense
9 relating to the functions transferred to the department of
10 land and natural resources shall be transferred with the
11 functions to which they relate.

12 SECTION 6. The department of land and natural resources
13 shall assume and exercise all of the rights, functions, powers,
14 duties, and obligations incurred by the department of defense
15 or the Pacific War Memorial Commission of Hawaii, or both,
16 whether such powers, functions, duties, and obligations are
17 mentioned in or granted by any law, contract, or other document.
18 All references in such law, contract, or document to the department
19 of defense or the Pacific War Memorial Commission of Hawaii, or
20 both, in connection with the programs and organizational segments
21 transferred by this Act shall apply to the department of
22 land and natural resources as if the latter were named in
23 such law, contract, or document in place of the former
24 department.
25

1 SECTION 7. Statutory material to be repealed is bracketed.
2 New material is underscored.

3 SECTION 8. This Act, upon its approval, shall take effect
4 on July 1, 1981.

10 Approved by the
11 Governor on

JUN 10 1981