STATE OF HAWAI'I DEPARTMENT OF LAND AND NATURAL RESOURCES Division of Boating and Ocean Recreation Honolulu, Hawai'i 96819

November 14, 2025

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

Land Board Members:

SUBJECT:

Cancellation of Revocable Permit No. 158 to Harold K. Teshima; Request for Waiver of Requirement for Conducting Phase I Environmental Site Assessment upon Cancellation of Revocable Permit No. 158, located at the Honokohau Small Boat Harbor, Kealakehe, North Kona, Hawai'i, Tax Map Key: (3) 7-4-008:003 (por.); And

Declare the Project Exempt from Requirements of Chapter 343, Hawai'i Revised Statutes and Title 11, Chapter 200.1, Hawai'i Administrative Rules.

APPLICANT:

Harold K. Teshima, a Hawai'i Individual, whose mailing address is 75-5788 Makamae Place, Kailua-Kona, Hawai'i 96740.

LEGAL REFERENCE:

Sections 171-13 and -55, Hawai'i Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government lands situated at Honokohau Small Boat Harbor, Kealakehe, North Kona, Hawai'i, Tax Map Key: (3) 7-4-008:003 (por.) hereinafter referred to as the "Premises" as shown on the maps labeled **Exhibit A-1 and A-2** and attached hereto.

AREA:

Approximately 220 square feet, more or less.

ZONING:

State Land Use District: Urban

County of Hawai'i: Open

TRUST LAND STATUS:

Section 5(a) lands of the Hawai'i Admission Act DHHL 30% entitlement lands pursuant to the Hawai'i State Constitution: No

CURRENT USE STATUS:

Encumbered by Revocable Permit No. 158 issued to Harold K. Teshima.

CHARACTER OF USE:

Mobile food trailer-truck selling plate lunches, bento, other food items, and drinks.

MONTHLY RENTAL:

Two Hundred and No/100 Dollars (\$200.00) per month, or ten percent (10%) of monthly gross receipts, whichever is greater.

SECURITY DEPOSIT:

Twice the Monthly Rental.

REMARKS:

At its meeting on February 14, 2025, under agenda Item J-5¹, the Board approved the Issuance of a Revocable Permit to Harold K. Teshima for mobile food truck concession purposes, located at Honokohau Small Boat Harbor, Kealeakehe, North Kona, Hawai'i, Tax Map Key: (3) 7-4-008:003 (por.).

On May 14, 2025, Revocable Permit No. 158 was fully executed, see attached **Exhibit B.** After operating for a couple months, permittee reported that the area they selected does not have enough foot traffic and there is no parking available for harbor users to visit his food trailer-truck. The Hawaii District Manager suggested alternate locations which were tested by the permittee and did not improve business. On August 25, 2025, the Permittee requested cancellation of the permit to be effective September 30, 2025.

Staff requests a waiver of the requirement for conducting a Phase I Environmental Site Assessment upon cancellation of RP No. 158 because no permanent improvements have been made to the RP site. The food truck is a mobile trailer-truck and is removed from the permit area at the end of the day and does not leave any permanent fixtures.

¹ The written submittal provided by DOBOR staff in connection with the February 14, 2025 Board meeting's agenda Item J-5 is publicly available via the Board's website, at https://dlnr.hawaii.gov/wp-content/uploads/2025/02/J-5.pdf

The applicant 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.

RECOMMENDATION:

That the Board of Land and Natural Resources:

- Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, 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.
- Based on the testimony and facts presented, the Board finds that cancelling the RP under the conditions and rent set forth herein will serve the best interests of the state.
- 3. Waive the requirement of conducting a Phase I Environmental Site Assessment upon cancellation of Revocable Permit No. 158.
- 4. Approve the cancellation of Revocable Permit No. 158 at the Honokohau Small Boat Harbor under the terms and conditions cited above, which are by this reference, incorporated herein and further subject to the following:
 - a. The standard terms and conditions of the most current Revocable Permit form, as may be amended from time to time;
 - b. Review and approval by the Department of the Attorney General; and
 - c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

Meghan Stall

MEGHAN L. STATTS, Administrator

Division of Boating & Ocean Recreation

APPROVED FOR SUBMITTAL:

Dawn N.S. Chang, Chairperson
Board of Land and Natural Resources

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Attachment:

A-1 Site LocationA-2 Site Location

B Revocable Permit No. 158

EXEMPTION NOTIFICATION

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200.1, HAR

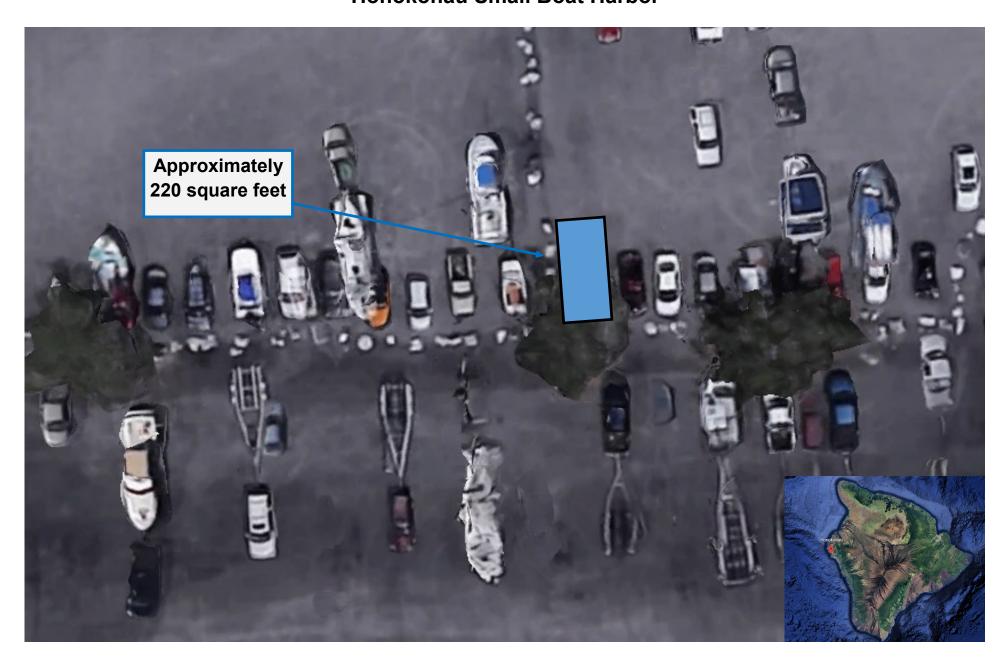
Cancellation of Revocable Permit No. 158 to Harold K. Teshima; Request for Waiver of Requirement for Conducting Phase I Environmental Site Assessment upon Cancellation of Revocable Permit No. 158, located at the Honokohau Small Boat Harbor, Kealakehe, North Kona, Hawaiʻi, Tax Map Key: (3) 7-4-008:003 (por.).
N/A
Honokohau Small Boat Harbor, Kealakehe, Kona, Island of Hawai'i, Tax Map Key: (3) 7-4-008:003 (por.)
Cancellation of Revocable Permit No. 158 to Harold K. Teshima; Request for Waiver of Requirement for Conducting Phase I Environmental Site Assessment upon Cancellation of Revocable Permit No. 158.
Use of State lands
In accordance with Section 11-200.1-15, Hawai'i Administrative Rules (HAR) and the Exemption List for the Department of Land and Natural Resources, reviewed and concurred by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an Environmental Assessment pursuant to 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, Item No. 46, which states, "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", and Item No. 44, which states, "Permits, licenses, registration, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing."
Activities in the subject area have resulted in no known significant impact to the natural and environmental resources in the area.
The requested area is a portion of the Honokohau Small Boat Harbor that is visited by the community, tourists, and commercial operators and is impacted by human activity. Staff believes there would be no significant impact to sensitive environmental or ecological receptors.

Analysis:	Based on the above mentioned, staff believes there would be no significant impact to the environment.
Consulted Parties:	None, because this is a cancellation of the revocable permit.
Declaration:	The Board find that this project will probably have minimal or no significant effect on the environment and declares that this project is exempt from the preparation of an environmental assessment.

Exhibit A-1 Location of Food Truck Honokohau Small Boat Harbor



Exhibit A-2 Location of Food Truck Honokohau Small Boat Harbor



STATE OF HAWAII DEPARTMENT OF LAND AND NATURAL RESOURCES DIVISION OF BOATING AND OCEAN RECREATION

REVOCABLE PERMIT NO. 158

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this $\frac{1477}{12}$
day of, 20_25_, 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 HAROLD K. TESHIMA, an individual,
hereinafter called the "Permittee," whose mailing address is 75-5788 Makamae Place,
Kailua Kona, Hawai'i 96740. The Board and Permittee (collectively, the "Parties") agree
that commencing on the <u>15T</u> day of
JUNE, 2025, ("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 Honokohau Small Boat Harbor, Kealakehe, Honokohau, North Kona, Island of
Hawaii, Hawaii, tax map key no. (3) 7-4-008: Por. 003, as indicated on the map
attached hereto, if any, and made a part hereof, containing an approximate area of
, 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: mobile food truck concession purposes.
- 2. Pay, at the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, 4 Sand Island Access Road, Honolulu, Hawai'i 96819, monthly rent in the sum of TWO HUNDRED AND NO/100 DOLLARS (\$200.00) OR TEN PERCENT OF MONTHLY GROSS RECEIPTS, WHICHEVER IS GREATER, payable in advance by the first day of each and every month.

The interest rate on any unpaid or delinquent rent 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 rent. 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.

- Upon execution of this Permit, deposit with the Board an amount equal to two times the monthly rent stated above in paragraph A.2, as security for the faithful performance of all of these terms, covenants, 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, release 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.

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- 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, 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- VIII" 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 of the policy or other documentation required by the State 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 policy(s) or other documentation required by the State showing the policy(s) to be initially in force, keep the policy(s) or other documentation required by the State on deposit during the entire Permit term, and furnish a like policy(s) or other documentation required by the State 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 other documentation required by the State 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 or the Permittee's employees, agents, officers, or invitees' 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 policy(s) or other documentation required by the State shall be mailed to:

Department of Land and Natural Resources Division of Boating and Ocean Recreation 4 Sand Island Access Road Honolulu, Hawai'i 96819

- 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 rent, taxes, and any and all other charges.
- 17. The introduction of noxious, invasive, or exotic plant and animal species to the Premises shall not be permitted. The Permittee shall be solely responsible for the removal, at no cost to the State, of any and all noxious, invasive, or exotic plant and animal species on the Premises. This provision shall not apply to native species.

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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 rent 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 expiration, 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 expiration, 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 rent 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 rent 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 expiration, termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the

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improvements from the Premises; provided, however, that in the event the Permittee shall fail to remove the improvements prior to the expiration, 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. 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 release, 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.

- 13. Prior to expiration, 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 expiration, 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.
- 14. Permittee shall release, 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, officers, or invitees 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.
- 15. 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.

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16. 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 and to the Administrator of the Division of Boating and Ocean Recreation at 4 Sand Island Access Road, Honolulu, Hawai'i 96819. 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 written 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.

17. 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.

Approved by the Board of Land and Natural Resources at its meeting held on February 14, 2025.

DAWN N. S. CHANG

STATE OF HAWAII

Chairperson of the Board of Land and Natural Resources

STATE

APPROVED AS TO FORM:

Danica L. Swenson

Deputy Attorney General

Dated: April 17, 2025

HAROLD K. TESHIMA, an individual

Harold K Techein

PERMITTEE



	STATE OF HAWAII)
	COUNTY OF Hawaii)
	On this 29th day of April , 2025, before me personally appeared Harold K. Teshima 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.
	ERTIFICATION 2 9 2025 Third Circuit
Notary Name	Rosette P. Freitas Notary Public, State of Hawaii
Commission E	Pacette P/Freitze : 0: 10-393
Notary Signatu	Note: For pasture purposes and stock proof fence requirement: "The Permittee shall maintain stock proof fence around the entire Premises where necessary."
	For shoreline encroachments which include a board requirement of the Permittee to post a removal bond in the event that approvals from the legislature or the governor are not received add the following:
	"The Permittee shall post a removal bond in the amount of(\$) during the effective period of the revocable permit. The bond shall cover the costs of removal of the encroachment in the event the encroachment does not receive approvals from the legislature or the governor and the Permittee shall be responsible for any removal costs in excess of the amount of the bond."





Exhibit A-1 Location of Food Truck Honokohau Small Boat Harbor



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Exhibit A-2 Location of Food Truck Honokohau Small Boat Harbor

