

5104  
CONTRACT NO. DACA84-3-96-05

DEPARTMENT OF THE ARMY

LICENSE FOR

STATE PARK PURPOSES

MAKUA MILITARY RESERVATION  
PROJECT/INSTALLATION

OAHU, HAWAII  
COUNTY, STATE

THE SECRETARY OF THE ARMY, hereinafter referred to as the Secretary, under the authority of Title 32, United States Code, Section 503, hereby grants to the State of Hawaii, through its Department of Land and Natural Resources, for its Director of State Parks, hereinafter referred to as the grantee, a license to use and occupy for state park purposes, certain lands hereinafter referred to as the premises, as shown identified in Exhibit: "A" attached hereto and made a part hereof.

THIS LICENSE is granted subject to the following conditions:

1. TERM

This license is granted for a term of one (1) year, beginning March 8, 1996 and ending March 7, 1997, but revocable at will by the Secretary. This instrument will be used to grant interim use of the property until a five (5) year lease can be executed.

2. SUPERVISION BY THE INSTALLATION COMMANDER

The use and occupancy of the premises shall be without cost to the Secretary and shall be under the general supervision of the Commander, U.S. Army Garrison, Hawaii, Director of Public Works or his authorized representative, hereinafter referred to as said officer, and subject to such



rules and regulations as may be prescribed from time to time by said officer.

### 3. APPLICABLE LAWS AND REGULATIONS

The grantee shall comply with all applicable Federal, state, county, and municipal laws, ordinances, and regulations wherein the premises are located

### 4. MAINTENANCE OF PREMISES

The grantee shall maintain and keep the premises in good repair and condition and all costs of operation, maintenance, and restoration shall be paid for from funds available to the grantee.

### 5. RIGHT TO USE

The Secretary, reserves the right to use the premises, from time to time for such purposes deem necessary in the interest of national defense.

### 6. CONDITION OF PREMISES

The grantee acknowledges that it has inspected the premises, knows its condition, and understands that the same is granted without any representations or warranties whatsoever and without any obligation on the part of the Government.

### 7. TERMINATION

This license may be terminated by the grantee at any time by giving the District Engineer at least thirty (30) days notice in writing.

### 8. RESTORATION

On or before the expiration of this license or its termination by the grantee, the grantee shall vacate the premises, remove its property (and restore the premises to a condition satisfactory to said officer), ordinary wear and tear and damage beyond the control of the grantee excepted. If, however, this license is revoked, the grantee shall vacate the premises, remove said property and restore the



premises within such time as the District Engineer may designate. In either event, if the grantee fails to remove said property and restore the premises, then, at the option of said officer, the property shall either become the property of the Government without compensation therefor, or said officer may cause the property to be removed at the expense of the grantee, and no claim for damages against the Government shall be created on account of such action.

#### 9. USE BY OTHERS

The grantee shall not transfer or assign this license, or any interest in the premises.

#### 10. PROTECTION OF PROPERTY

a. The grantee shall keep the premises in good order and in a clean, safe condition by and at the expense of the grantee. The grantee shall be responsible for any damage that may be caused to property of the United States by the activities of the grantee under this license, and shall exercise due diligence in the protection of all property located on the premises against fire or damage from any and all other causes. Any property of the United States damaged or destroyed by the grantee incident to the exercise of the privileges herein granted shall be promptly repaired or replaced by the grantee to a condition satisfactory to said officer, or at the election of said officer, reimbursement made therefor by the grantee in an amount necessary to restore or replace the property to a condition satisfactory to said officer, in both instances taking into account the prior condition of the property.

b. Upon termination of the grantee's requirement for the premises, the grantee shall remain responsible to protect and maintain the premises until the property is accepted by the grantee.

#### 11. ENVIRONMENTAL PROTECTION

a. Within the limits of their respective legal powers, the parties to this license shall protect the premises against pollution of its air, ground and water. The grantee shall comply with any laws, regulations, conditions or instructions affecting the activity hereby authorized if and



when issued by the Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the premises is specifically prohibited. Such regulations, conditions or instructions in effect or prescribed by said Environmental Protection Agency, or any Federal, state, interstate or local governmental agency are hereby made a condition of this license. The grantee shall not discharge waste or effluent from the premises in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance.

b. The grantee will use all reasonable means available to protect the environment and natural resources, and where damage nonetheless occurs from the grantee's activities, the grantee shall be liable to restore the damaged resources.

c. The grantee must obtain approval in writing from said officer before any pesticides or herbicides are applied to the premises.

## 12. HISTORICAL PRESERVATION

The grantee shall not remove or disturb, or cause or permit to be removed or disturbed, any historical, archeological, architectural, or other cultural artifacts, relics, or objects of antiquity. In the event such items are discovered on the premises, the grantee shall immediately notify said officer and protect the site and material from further disturbance until the said officer gives clearance to proceed.

## 13. NON-DISCRIMINATION

The grantee shall not discriminate against any person or persons or exclude them from participation in the grantee's operations, programs or activities conducted on the licensed premises because of race, color, religion, sex, age, handicap or national origin. The grantee by acceptance of this license, hereby gives assurance that it will comply with the provisions of Title VI of the Civil Rights Act of 1964 as amended (42 U.S.C. 2000d); the Age Discrimination Act of 1975 (42 U.S.C. 6102); the Rehabilitation Act of 1973 as amended (29 U.S.C. 794); and all requirements imposed by



or pursuant to the Department of Defense Directive 5500.11 (32 CFR Part 300) issued on December 28, 1964.

THIS LICENSE is not subject to Title 10, United States Code, Section 2662, as amended.

IN WITNESS WHEREOF, I have hereunto set my hand by authority of the Secretary of the Army, this 29th day of February, 1996, but made effective March 8, 1996.

*[Handwritten Signature]*

RAYMOND M. TAKAMIYA  
Acting Director of Real Estate  
U.S. Army Engineer Division,  
Pacific Ocean  
Corps of Engineers

This license is executed by the grantee this 8th day of March, 1996, but made effective March 8, 1996.

APPROVED BY THE BOARD OF  
LAND AND NATURAL RESOURCES  
AT ITS MEETING HELD ON  
MAR - 8 1996

*[Handwritten Signature]*  
for MICHAEL D. WILSON  
Department of Land and  
Natural Resources

*CBS*

APPROVED AS TO FORM  
*[Handwritten Signature]*  
Deputy Attorney General, State of Hawaii  
March 4, 1996



State of Hawaii  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Land Management  
Honolulu, Hawaii 96813

March 8, 1996

Board of Land and  
Natural Resources  
Honolulu, Hawaii

OAHU

Subject: Authorization to Lease Federal Fee Land and Acquire  
Right-of-Entry for the Division of State Parks,  
Department of Land and Natural Resources, Makua,  
Waianae, Oahu, TMK: 8-1-01:01 (por), 02, (por) 09, 10  
(por); TMK: 8-2-01:02 (por) 09, 10

STATUTE: Chapter 171-30, Hawaii Revised Statutes

APPLICANT: DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF  
STATE PARKS

FOR: Normal Beach Park Operations under the management of  
the Division of State Parks shown outlined in yellow  
on the map labelled Land Board Exhibit "A" appended to  
the basic file.

AREA: 11.110 acres more or less

TERM: 5 years, commencing March 1, 1996 and ending February  
29, 2001, but Revocable at will by the Secretary of  
the Army.

OWNER: United States of America under Army jurisdiction

CONSIDERATION: Gratis

STATUS: Federal-Fee Land managed by the Department of the Army

PURPOSE: Normal Beach Park Operations under the management of  
the Division of State Parks of the Department of Land  
and Natural Resources.

SUMMARY: The Division of State Parks manages the Kaena Point  
State Park under Governor Executive Order No. 3338  
which includes Makua Beach, Waianae, Oahu. Some Beach  
parcels are not included in this Executive Order. The  
acquisition of these parcels through the subject lease  
will optimize the management of Makua Beach by the  
State Parks Division.

APPROVED BY THE BOARD OF  
LAND AND NATURAL RESOURCES  
AT ITS MEETING HELD ON

MAR - 8 1996

ITEM D-4



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RECOMMENDATION: That the Board:

- A. Authorize the acquisition of the subject leasehold under the above listed terms and conditions which are by this Reference incorporated herein and in addition to the following terms:
1. Construction placed upon the premises shall be limited to picnic tables, parking lot, drinking fountains, signs and barbecue pits. Lessee shall obtain written permission from Commander, U. S. Army Garrison Hawaii, Director of Public Works, prior to any construction.
  2. Concrete pylons may be placed on the property to prevent unauthorized vehicular access to the property. Placement of pylons on the premises shall be coordinated and approved by the Range Officer, Makua Military Reservation, 696-7462.
  3. No overnight camping shall be authorized on the premises, except by U. S. Military personnel during training activities.
  4. During the term of the lease, the Government shall retain the right to conduct military training activities on the premises. The Government retains the right to restrict public use of the premises during periods of military training. In connection with public use of the premises, however, the Government will notify the State Department of Land and Natural Resources a minimum of seven days prior to the conduct of any military training activity and shall also publish a notice of training in two newspapers of general circulation.
  5. The Lessee shall take reasonable action during the use of the premises to remove any trash, garbage, unauthorized structures, abandoned vehicles and other waste material resulting from the use of the premises. The Government shall remove any trash, garbage or other materials generated as a result of training activities.



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6. Review and approval of the lease documents by the Department of the Attorney General.
  7. Other terms and conditions that may be prescribed by the Chairperson of the Department of Land and Natural Resources.
- B. Authorize the acquisition of a Right-of-Entry to the subject parcels to use and occupy for State Park purposes under the following terms and conditions:
1. Term shall be for one year.
  2. Commencement date shall be March 8, 1996.
  3. Expiration date shall be March 7, 1997.
  4. Review and approval of the Right-of-Entry documents by the Department of the Attorney General.

Respectfully submitted,

*Cecil B. Santos*  
CECIL B. SANTOS  
Oahu District Land Agent

APPROVED FOR SUBMITTAL:

*Michael D. Wilson*  
MICHAEL D. WILSON, Chairperson



MAKUA MILITARY RESERVATION - Portions of Tracts makai of Kaena Pt. Road  
Total acres = 11.11 acres, more or less

Portion of Tract 5, 3.50 acres  
Portion of U.S. Civil No. 485  
R.P. 2327, L.C. Aw. 5565 to Kamaka

Portion of Tract 6, 1.19 acres  
Portion of U.S. Civil No. 485  
R.P. 1077, L.C. Aw 5667, Ap. 1 to Kaheana (0.25 acre)

Portion of U.S. Civil No. 485  
R.P. 6092, Ap. 2 to Moo (0.01 acre)

R.P. 1078, L.C. Aw. 9055, Ap. 2 to Kanae (0.15 acre)

R.P. 1077, L.C. Aw. 5667, Ap. 2 to Kaheana (0.26 acre)

R.P. 1038, L.C. Aw. 6134, Ap. 2 to Nika No Kalua (0.26 acre)

R.P. 2362, L.C. Aw. 5556, Ap. 2 to Kalauli (0.26 acre)

Portion of Tract 7, 2.21 acres  
Portion of U.S. Civil No. 485  
R.P. 391, L.C. Aw. 9053, to Kealohua

Portion of Tract 9, 1.88 acres  
Portion of U.S. Civil No. 485  
R.P. 3634, L.C. Aw. 9054, to Kawaa

Portion of Tract 10, 1.42 acres  
Portion of U.S. Civil 485  
R.P. 396, L.C. Aw. 9705, to Hoewaa

Portion of Tract 11, 0.06 acre  
Portion of U.S. Civil No. 485  
R.P. 461, L.C. Aw. 9052, Ap. 2 to Kahueai

All of Tract 18, 0.46 acre  
Portion of U.S. Civil No. 485  
R.P. 1076, L.C. Aw. 9706, Ap. 3 to Kauhi (0.38 acre)

R.P. 476, L.C. Aw. 9707, Ap. 2 to Puiwa (0.079 acre)

Portion of Tract 19, 0.18 acre  
R.P. 5464, L.C. Aw. 9709, Ap. 1 to Kuli

Portion of Tract 20, 0.21 acre  
R.P. 368, L.C. Aw. 236 K, to Kalama



