

JOHN WAIHEE
GOVERNOR OF HAWAII



WILLIAM W. PATY, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

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STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

P. O. BOX 621
HONOLULU, HAWAII 96809

JAN 8 1990

REF:OCEA:SOR

FILE: OA-12/15/89-2324
DOC.: 7067E

MEMORANDUM

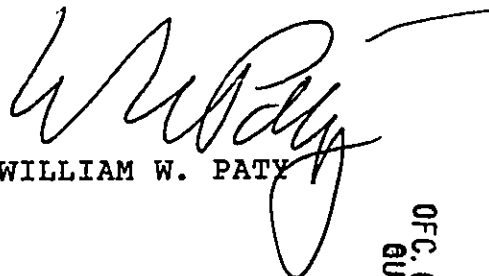
TO: The Honorable Marvin T. Miura, Director
Office of Environmental Quality Control

FROM: William W. Paty, Chairperson
Board of Land and Natural Resources

SUBJECT: DOCUMENT FOR PUBLICATION IN THE OEQC BULLETIN -
ENVIRONMENTAL ASSESSMENT FOR CONSERVATION DISTRICT USE
APPLICATION OA-2324 for Improvements to Tantalus Radio
Antenna Facility, Honolulu, Hawaii. TMK: 2-5-19: 13

The above mentioned Chapter 343 Document was reviewed and a
negative declaration was declared based upon the environmental
assessment provided with the CDUA.

Please feel free to call me or Ed Henry of our Office of
Conservation and Environmental Affairs, at 548-7837, if you have
any questions.


WILLIAM W. PATY

OFFICE OF ENVIRONMENTAL
QUALITY CONTROL

90 JAN -9 P4:16

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1990-01-23-0A-PCA

FILE COPY

Amendment Request
Conservation District Use Application

✠ **TANTALUS RADIO**
ANTENNA FACILITY ✠
Honolulu, Hawaii

Prepared for:

**GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED**

Prepared by:

Wilson Okamoto & Associates, Inc.

October 1989

February 1983

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
P. O. BOX 621
HONOLULU, HAWAII 96809

DEPARTMENT MASTER APPLICATION FORM

FOR DLNR USE ONLY

Reviewed by _____
Date _____
Accepted by _____
Date _____
Docket/File No. _____
180-Day Exp. _____
EIS Required _____
PH Required _____
Board Approved _____
Disapproved _____
Well No. _____

(Print or Type)

I. LANDOWNER/WATER SOURCE OWNER
(If State land, to be filled
in by Government Agency in
control of property)

Name _____

Address _____

Telephone No. _____

SIGNATURE _____

Date _____

II. APPLICANT (Water Use, omit if applicant
is landowner)

Name GTE Hawaiian Telephone Company

Incorporated

Address 1177 Bishop Street

Honolulu, Hawaii 96813

Telephone No. 546-2688

Interest in Property Lessee

General Lease No. S-4588 (Exhibit A)

(Indicate interest in property; submit
written evidence of this interest)

*SIGNATURE Mary Matone

Date 9/8/89

*If for a Corporation, Partnership,
Agency or Organization, must be signed
by an authorized officer.

III. TYPE OF PERMIT(S) APPLYING FOR

() A. State Lands

() B. Conservation District Use

() C. Withdraw Water From A Ground
Water Control Area

() D. Supply Water From A Ground
Water Control Area

() E. Well Drilling/Modification

IV. WELL OR LAND PARCEL LOCATION REQUESTED

District Honolulu

Island Oahu

County Honolulu

Tax Map Key 2-5-19-13

Area of Parcel 4.328 Acres

(Indicate in acres or
sq. ft.)

Term (if lease) 65 years

V. Environmental Requirements

Environmental Assessment - See Exhibit B.

INFORMATION REQUIRED FOR ALL USES

I. Description of Parcel

A. Existing Structures/Use

Since 1953, HawTel has operated a radio antenna facility atop Mt. Tantalus, Honolulu, Oahu. See Exhibit C. The facility consists of two antenna sites, referred to as the Tantalus Transmitter Antenna Site (Transmitter Site, hereafter) and The Tantalus Receiver Antenna Site (Receiver Site, hereafter). Collectively, the Tantalus Radio Antenna Facility is vital to HawTel's telecommunication network as it serves as an intermediate point for several microwave radio systems. The Facility provides:

- o Interisland telephone service for Hilo, Kona, Maui, Molokai, and Lanai;
- o International long-distance service;
- o Telephone service for Windward Oahu.

The Tantalus Radio Antenna Facility is vital to HawTel's telecommunication network. It serves as an intermediate route

The Transmitter Site occupies a 56,653 square foot parcel identified as TMK 2-5-19:13 and lies at an elevation of 1,980 feet above mean sea level (MSL). The Receiver Site is located 1,200 feet to the northeast of the Transmitter Site, and occupies a 46,446 square foot parcel identified as TMK 2-5-19:13, at an elevation of 2,004 feet MSL.

The following is a detailed description of facilities at each of the two antenna sites.

Tantalus Transmitter Antenna Site. The Transmitter Site was constructed in 1953 and is comprised of the following facilities: (See Exhibit D, Photographs Exhibit F)

- o A 75-foot tall free-standing steel tower. The tower supports three parabolic antennas directed in unobstructed lines-of-sight to other radio antenna facilities: a 6-foot diameter parabolic antenna directed to HawTel's Bishop Street Office; and two 10-foot diameter parabolic antennas directed to Kualapuu, Molokai. Two "whip" antennas are attached to the tower; one is mounted at the top of the tower and the other is mounted on the platform which is located midway up on the tower. Installation of replacement antennas is proposed for this tower, as discussed in Section II, Description.
- o A 42-foot tall free-standing steel tower. The tower supports two parabolic antennas directed in unobstructed lines-of-sight to other radio antenna facilities: a 10-foot diameter antenna directed at Lanai; and, a 6-foot diameter antenna directed at Koko Head. No changes are proposed to this tower at this time.
- o A 794 square foot, single story concrete masonry equipment building housing telecommunication equipment and an emergency power generator. No changes are proposed for the equipment building, although equipment contained within it and telecommunication cables leading from it will be modified in conjunction with the changes in antenna configuration.
- o Chain-link fencing around the equipment building and towers. No change in the fencing is proposed.

Tantalus Receiver Antenna Site. The Receiver Site was constructed in 1953 and presently consists of the following facilities: (See Exhibit E, Photographs Exhibit F)

- o A 30-foot tall wooden H-frame tower supporting a 15-foot diameter parabolic antenna. The overall height of the structure with the antenna is 31-feet, 6 inches. Guy wires support the tower. The antenna is directed on a line-of-sight to Ulupalakua, Maui. No change to the tower is proposed at this time.

- o A 38-foot tall free-standing steel tower. The tower supports five parabolic antennas directed in unobstructed lines-of-sight to other radio antenna facilities on Oahu: a 4-foot diameter parabolic antenna directed to HawTel's Bishop Street Office ; two 6-foot diameter parabolic antennas directed to HawTel's Bishop Street office; and a 6-foot diameter parabolic antenna and an 8-foot diameter parabolic antenna directed to Puu Papaa in Kaneohe. Removal of the 4-foot diameter parabolic antenna is proposed.
- o A 686 square foot, single story concrete masonry equipment building housing telecommunication equipment and an electrical generator for emergency back-up power. One ground plane "whip" antenna is mounted on the roof of the equipment building. No changes are proposed for the equipment building, although equipment contained within it and telecommunication cables leading from it will be modified in conjunction with the changes in antenna configuration.
- o Chain link fencing around the equipment building and the towers. No change in the fencing is proposed.

B. Existing Utilities

At both antenna sites, overhead electrical power lines and telecommunication cables link the towers and equipment building. The corridor for cables leading to both sites is along the edge of the access road from Tantalus Drive. Five wooden utility poles are located on the Transmitter Site.

There are no water or sewage facilities serving either site. Drainage follows natural courses leading away from both hilltop sites.

C. Existing Access

Access to both the Transmitter and Receiver Site is provided via a secured-ten foot wide concrete roadway within a 20- foot right-of way from Tantalus Drive. The road forks near the top of the ridge, providing access to each of the two sites. The distance of the Transmitter Site and the Receiver Site from Tantalus

Drive is approximately 0.6 miles and 0.8 miles, respectively.

D. Vegetation

Dense vegetation surrounds both sites, with a notable abundance of bamboo. Other vegetation at the sites include guava and koa trees, various ginger and heliconia species, ti, and a variety of grasses and weed species in cleared areas.

E. Topography

The Tantalus Radio Antenna Facility is located atop Mount Tantalus which rises to an elevation of 2,013 feet. The Transmitter Site is located on a rise at an elevation of 1,980 feet and overlooks Downtown Honolulu, although vegetation obscures views of the city from ground level. The facilities are located on a relatively level area, while the surrounding land slopes steeply downhill. The antenna tower is visible from Downtown Honolulu.

The Receiver Site is also located on a rise, at an elevation of 2,004 feet. The site is not visible from Honolulu as it is set back somewhat from the face of Mt. Tantalus and obscured by vegetation.

F. Shoreline

At its closest point, the shoreline is located approximately 3.8 miles away at Ala Moana Beach/Ala Wai Yacht Harbor. The site is not within the City and Count of Honolulu Special Management Area.

G. Existing Covenants, Easements, Restrictions

Both the Transmitter and Receiver Site and the access roadway are owned by the State of Hawaii and occupied by HawTel under General Lease No S-4588, (Exhibit A) executed in 1973 for a term of 65 years. Prior to this lease, Hawtel occupied the site under General Lease No. 3429.

HawTel's use of these lands is subject to all covenants, easements, and restrictions contained in General Lease No. S-4588.

In addition to HawTel's lease agreements, the covenants, easements and restrictions contained in

various permissions and CDUA approvals also apply to the site, including:

- o 1966 - Plans approved to construct the 75-foot tall steel tower at the Transmitter Site. See Exhibit G.
 - o 1970 - CDUA (OA-70/7/6-134) approved for a 271 square foot building addition at the Transmitter Site. See Exhibit H.
 - o 1970 - CDUA (OA-70/7/6-135) approved to construct a 183 square foot building addition at the Receiver Site. See Exhibit I.
 - o 1970 - CDUA (OA-70/9/15-146) approved to construct a 25-foot high wooden H-frame tower to support a new 6-foot diameter parabolic antenna directed at Koko Head at the Transmitter Site. See Exhibit J.
 - o 1971 - CDUA (OA-71/3/31-188) approved construction of the 31-foot tall wooden H-frame tower and 10 foot diameter parabolic antenna mounted on the tower at the Receiver Site. See Exhibit K.
 - o 1978 - Amendment to CDUA (OA 70/7/6-135) approved to add a 4-foot diameter parabolic antenna directed at HawTel's Bishop Street Office on the existing 38-foot steel tower and structurally strengthening the same tower at the Receiver Site. Also approved was the replacement of a 10-foot diameter antenna on the 31-foot tall H-frame tower with a 15-foot diameter antenna. See Exhibit L.
- 1980 - Letter of approval to replace the wooden H-frame tower at the Transmitter Site with a 42-foot tall steel tower and to add a 48 square foot generator room to the existing equipment building. See Exhibit M.
- 1989 - Emergency Authorization for replacement of 4-foot diameter parabolic antenna on the 38 foot tower at the Receiver Site with a 6-foot diameter parabolic antenna on the 75-foot tower at the Transmitter Site. Also, structural reinforcement of the 75-foot tower. See Exhibit N.

II. Description

Due to recent degradation of quality in telephone service to Lanai, HawTel sought and received emergency approval from the Department of Land and Natural Resources to replace an existing 4-foot diameter parabolic antenna on a 38-foot tall steel tower at the Receiver Site with a new 6-foot diameter parabolic antenna on the 75-foot tall steel tower at the Transmitter Site. See Exhibit O. To accommodate the replacement antenna on the 75-foot tall tower at the Transmitter Site, HawTel's proposal also included structural reinforcement of the tower. As a condition of the emergency authorization, the DLNR required that HawTel seek this formal amendment of their existing Conservation District Use Application to include the proposed improvements.

In addition to improvements permitted under the emergency authorization, HawTel seeks to amend their existing CDUA to replace two 10-foot diameter parabolic antennas atop the 75-foot tall steel tower at the Transmitter Site with two 15-foot diameter antennas. Additional structural reinforcement of the tower will be required to support the larger antennas. In addition, a cable support waveguide bridge, which will stand approximately 10-15-feet above the ground, is proposed between the 75-foot tall tower and the existing equipment building. All new tower and antenna facilities will be painted to blend with the surrounding environment. These proposed improvements are part of a larger effort to improve this Oahu to Molokai telephone link. The Tantalus path is one of two such links; the other Oahu path being at the Hanauma Bay Radio Antenna Facility. Having two paths assures that telecommunication will be maintained in the event that either of these links should fail. Upgrading of the Tantalus to Molokai link is required as service is deteriorating due to aging equipment which is becoming increasingly difficult to service. The planned improvements will convert the outmoded analog system to the more reliable digital system.

III. Commencement/Completion

Replacement of 4-foot antenna at the Receiver Site with 6-foot antenna at the Transmitter Site (Approved under Emergency Authorization issued June 5, 1989. See Exhibit N.):

Commencement Date: June 20, 1989

Completion Date: September 15, 1989

Planned replacement of two 10-foot antennas at the Transmitter Site with two 15-foot antennas:

Commencement Date: May, 1990

Completion Date: December, 1990

Proposed cable support waveguide bridge at the Transmitter Site:

Commencement Date: April, 1990

Completion Date: June, 1990

IV. Type of Use Requested

Conditional Use: Subzone R.

VI. Area of Proposed Use:

Transmitter Site: 56,653 Square Feet
Receiver site: 46,446 Square Feet

Name and Distance of Nearest Town: The city of Honolulu surrounds Mt. Tantalus on three sides, with the communities of Manoa Valley/Woodlawn approximately 1 mile to the east, Makiki Heights approximately 1.75 miles to the southwest and Pauoa Valley approximately 1 mile to the west.

Conservation District Subzone: Resource

County Development Plan Designation: Preservation

V. Filing Fee

A filing fee of \$50.00 is remitted. In accordance with Section 13-2-1 (Administrative Rules, DLNR), the proposed improvements involve a public utility and therefore do not require a public hearing as a commercial use.

INFORMATION REQUIRED FOR CONDITIONAL USE ONLY

I. Plans

A. Area Plan: See Exhibit C.

B. Site Plan: See Exhibit D and E.

- C. Construction Plan: Construction plans for the replacement 6 foot diameter antenna on the 75 foot tower at the Transmitter Site is contained in Exhibit P.

Construction Plans for the 15-foot diameter parabolic antennas to replace the existing 10-foot diameter antennas on the 75-foot tower and for the cable support waveguide bridge have yet to be prepared. (See Conceptual Plan for 75-foot tower improvements, Exhibit O) HawTel shall submit construction plans to the Department of Land and Natural Resources for review upon completion.

- D. Maintenance: Access to the existing antenna facility is for maintenance and trouble calls. Approximately 2 visits per week are conducted.
- E. Management Plans: No animal, plant, or mineral resources are used or proposed for usage. Maintenance pruning of trees and of existing open areas alongside roadways, around towers and structures shall continue to be conducted as required. No new areas shall be cleared of vegetation.
- F. Historical or Archaeological: The site contains no historic or archaeological sites listed on the State or Federal Register. No improvements are proposed that would disturb undeveloped land.

II. Subzone Objective

The objective of the Resource Subzone is to "develop, with proper management, areas to ensure sustained use of the natural resources of those areas". (Section 13-2-13, Administrative Rules of the Department of Land and Natural Resources).

The proposed antenna improvements are requested as a Conditional Use of the Resource Subzone. The improvements will increase the size of antennas on the 75-foot tower at the Transmitter Site, which is visible from Downtown Honolulu. The increase in antenna size, however, should not be discernable at the distances from which the antennas can be seen by the general public. Inasmuch as the proposed improvements will be accomplished wholly within an area presently approved for such use, no adverse impact on the sustained use of the natural resources in the area shall be incurred.

EXHIBIT A

General Lease No. S-4588

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

GENERAL LEASE NO. S-4588

between

STATE OF HAWAII

and

HAWAIIAN TELEPHONE COMPANY

covering

PUU OHIA RADIO STATION SITES A AND B,
AND PARCELS C, D, E, AND F, SITUATE AT KALAWAHINE
AND OPU, HONOLULU, OAHU, HAWAII

CORRECTION

THE PRECEDING DOCUMENT(S) HAS
BEEN REPHOTOGRAPHED TO ASSURE
LEGIBILITY
SEE FRAME(S)
IMMEDIATELY FOLLOWING

DOCUMENT CAPTURED AS RECEIVED

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

GENERAL LEASE NO. S-4588

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HAWAIIAN TELEPHONE COMPANY

covering

PUU OHIA RADIO STATION SITES A AND B,
AND PARCELS C, D, E, AND F, SITUATE AT KALAWAHINE
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STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

GENERAL LEASE NO. S-4588

THIS INDENTURE OF LEASE, made this 6 day of
June, 1973, by and between the STATE OF HAWAII,
hereinafter referred to as the 'Lessor', by its Board of Land
and Natural Resources, called the 'Board', and HAWAIIAN
TELEPHONE COMPANY,
whose business and post office address is P.O. Box 2200,
1177 Bishop Street, Honolulu, Hawaii 96813
hereinafter referred to as the "Lessee",

WITNESSETH:

THAT, the Lessor for and in consideration of the
rent to be paid and of the terms, covenants and conditions
herein contained, all on the part of the Lessee to be kept,
observed and performed, does hereby demise and lease unto
the Lessee, and the Lessee does hereby lease and hire from
the Lessor the premises identified as Puu Ohia Radio Station
Sites A and B, and Parcels C, D, E, and F, situate at Kalawahine
and Opu, Honolulu, Oahu, Hawaii, more particularly described
in Exhibit "A" and as shown on the map marked Exhibit "B",
hereto attached and made parts hereof.

TO HAVE AND TO HOLD the demised premises unto the
Lessee for the term of sixty-five (65) years, commencing on
the 6th day of June, 1973, up to and
including the 5th day of June, 2038, unless
sooner terminated as hereinafter provided, the Lessor reserving
and the Lessee yielding and paying to the Lessor at the
Office of the Department of Land and Natural Resources,
Honolulu, Oahu, State of Hawaii, a net annual rental as

provided hereinbelow, payable in advance, without notice or demand, in semi-annual installments on June 6 and December 6, _____ of each and every year during said term as follows.

A. For the first twenty-five (25) years, the sum of THREE THOUSAND, SEVEN HUNDRED ELEVEN & NO/100 DOLLARS (\$3,711.00) per annum.

B. The annual rental hereinabove reserved shall be reopened and redetermined at the expiration of the twenty-fifth, forty-fifth & fifty-fifth years of said term.

C. Determination of rental upon reopening of the annual rental. The rental for any ensuing period shall be the rental for the immediately preceding period or the fair market rental at the time of reopening, whichever is higher. At the time of reopening, the fair market rental shall be determined by an appraiser whose services shall be contracted for by the Lessor; provided, that should the Lessee fail to agree upon the fair market rental as determined by Lessor's appraiser, the Lessee may appoint his own appraiser who shall prepare an independent appraisal report and the two appraisers shall then exchange their reports for review. The two appraisers shall make every effort to resolve whatever differences they may have. However, should differences still exist 14 days after the exchange, the two appraisers shall then appoint a third appraiser who shall also prepare an independent appraisal report and furnish copies thereof to the first two appraisers. After review, all three shall meet to determine the fair market rental in issue. The fair market rental as determined by a majority of the appraisers shall be final and binding upon both Lessor and Lessee, subject to

vacation, modification or correction in accordance with the provisions of Sections 658-8 and 658-9, Hawaii Revised Statutes. The Lessee shall pay for his own appraiser and the cost of the services of the third appraiser shall be borne equally by the Lessor and the Lessee. All appraisal reports shall become part of the public record of the Lessor.

If the rental for any ensuing period has not been determined prior to the expiration of the preceding rental period, the Lessee shall continue to pay the rent effective for the previous rental period, but the Lessee shall, within thirty (30) days after the new rental has been so determined, make up the deficiency, if any.

RESERVING UNTO THE LESSOR THE FOLLOWING

1. Minerals and waters. (a) All minerals as hereinafter defined, in, on or under the demised premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such minerals by any means whatsoever, including strip mining. "Minerals", as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources in, on, or under the land, fast or submerged; provided, that "minerals" shall not include sand, gravel, rock or other material suitable for use and when used in general construction in

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furtherance of the Lessee's permitted activities on the demised premises and not for sale to others. (b) All surface and ground waters appurtenant to the demised land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the demised premises as may be required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the Lessor of the rights reserved in this paragraph just compensation shall be paid to the Lessee for any of Lessee's improvements taken.

2. Prehistoric and historic remains. All prehistoric and historic remains found on said demised premises.

3. Ownership of fixed improvements. The ownership of all improvements of whatever kind or nature, including but not limited to fences and stockwater system(s) located on the land on the commencement date of this lease or constructed during the term of this lease unless provided otherwise.

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR
AS FOLLOWS:

1. Payment of rent. That the Lessee shall pay said rent to the Lessor at the times, in the manner and form aforesaid and at the place specified above, or at such other place as the Lessor may from time to time designate, in legal tender of the United States of America.

2. Taxes, assessments, etc. That the Lessee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which said demised premises or any part thereof, or any improvements thereon, or the Lessor or Lessee in respect thereof, are now or may be assessed or become liable by authority of law during the term of this lease; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term.

3. Utility services. That the Lessee shall pay when due all charges, duties and rates of every description, including water, sewer, gas, refuse collection or any other charges, as to which said demised premises, or any part thereof, or any improvements thereon or the Lessor or Lessee in respect thereof may during said term become liable, whether assessed to or payable by the Lessor or Lessee.

4. Covenant against discrimination. That the use and enjoyment of the premises shall not be in support of any policy which discriminates against anyone based upon race, creed, color, national origin or physical handicap.

5. Sanitation, etc. That the Lessee shall keep the demised premises and improvements in a strictly clean, sanitary and orderly condition.

6. Waste and unlawful, improper or offensive use of premises. That the Lessee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the demised premises, or any part thereof, nor, without the prior written consent of the Lessor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on said premises.

7. Compliance with laws. That the Lessee shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws pertaining to the said premises, including but not limited to Sections 2c and 2f of Regulation No. 4 of the Department of Land and Natural Resources, now in force or which may hereinafter be in force.

8. Inspection of premises. That the Lessee will permit the Lessor and its agents, at all reasonable times during the said term, to enter the demised premises and examine the state of repair and condition thereof.

9. Improvements. That the Lessee shall not at any time during said term construct, place, maintain and install on said premises any building, structure or improvement of any kind and description whatsoever except with the prior approval of the Board and upon such conditions as the Board may impose, including any adjustment of rent, unless otherwise provided herein.

10. Repairs to improvements. That the Lessee shall, at its own expense, keep, repair and maintain all buildings and improvements now existing or hereafter constructed or installed on the demised premises in good order, condition and repair, reasonable wear and tear excepted.

11. Liens. That the Lessee will not commit or suffer any act or neglect whereby the demised premises or any improvement thereon or the estate of the Lessee in the same shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the Lessor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom.

12. Character of use. That the Lessee shall use or allow the premises hereby demised to be used solely for maintenance and operation of radio-telephone transmission facilities purpose(s).

13. Assignments, etc. That the Lessee shall not transfer, assign or permit any other person to occupy or use the said premises or any portion thereof, or transfer or assign this lease or any interest therein, either voluntarily or by operation of law, except by way of devise, bequest or intestate succession, and any transfer or assignment so made shall be null and void; provided, that with the prior written approval of the Board the assignment and transfer of this lease or unit thereof may be made if
(1) it contains the personal residence of the Lessee;
(2) in the case of commercial, industrial, hotel, resort,

apartment and other business uses, the Lessee was required to put in substantial building improvements; (3) the Lessee becomes mentally or physically disabled; (4) extreme economic hardship is demonstrated to the satisfaction of the Lessor or (5) it is to the corporate successor of the Lessee.

14. Subletting. That the Lessee shall not rent or sublet the whole or any portion of the demised premises, without the prior written approval of the Board; provided, however, that prior to such approval, the Board shall have the right to review and approve the rent to be charged to the proposed sublessee and, if necessary, revise the rent of the demised premises based upon the rental rate charged to the said sublessee; provided, further, that the rent may not be revised downward.

15. Indemnity. That the Lessee will indemnify, defend and hold the Lessor harmless from and against any claim or demand for loss, liability or damage, including claims for property damage, personal injury or death, arising out of any accident on the demised premises and sidewalks and roadways adjacent thereto or occasioned by any act or nuisance made or suffered on the premises, or by any fire thereon, or growing out of or caused by any failure on the part of the Lessee to maintain the premises in a safe condition, or by any act or omission of the Lessee, from and against all actions, suits, damages and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants and conditions herein or the rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

16. Costs of litigation. That in case the Lessor shall, without any fault on its part, be made a party to any litigation commenced by or against the Lessee (other than condemnation proceedings), the Lessee shall and will pay all costs and expenses incurred by or imposed on the Lessor; furthermore, the Lessee shall and will pay all costs and expenses which may be incurred by or paid by the Lessor in enforcing the covenants and agreements of this lease, in recovering possession of the demised premises or in the collection of delinquent rental, taxes and any and all other charges.

17. Liability insurance. That the Lessee shall procure, at its own cost and expense, and maintain during the entire period of this lease, a policy or policies of comprehensive public liability insurance, in an amount acceptable to the Chairman, insuring the Lessor and Lessee against all claims for personal injury, death and property damage; that said policy or policies shall cover the entire premises; including all buildings, improvements and grounds and all roadways or sidewalks on or adjacent to the demised premises in the control or use of the Lessee. The Lessee shall furnish the Lessor with a certificate showing such policy to be initially in force and shall furnish a like certificate upon each renewal of such policy, each such certificate to contain or be accompanied by an assurance of the insurer to notify the Lessor of any intention to cancel any such policy prior to actual cancellation. The procuring of this policy shall not release or relieve the Lessee of its responsibility under this lease as set forth herein or limit the amount of its liability under this lease. The notice to cancel shall be sent to the Lessor sixty (60) days prior to the date of cancellation.

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18. Bond, performance. That the Lessee shall, at its own cost and expense, within THIRTY () days after the date of receipt of this lease document, procure and deposit with the Lessor and thereafter keep in full force and effect during the term of this lease a good and sufficient surety bond, conditioned upon the full and faithful observance and performance by said Lessee of all of the terms, conditions and covenants of this lease, in an amount equal to two times the annual rental then payable. Said bond shall provide that in case of a breach or default of any of the terms, covenants, conditions and agreements contained herein, the full amount of the bond shall be paid to the Lessor as liquidated and ascertained damages and not as a penalty.

19. Lessor's lien. That the Lessor shall have a lien on all the buildings and improvements placed on the said premises by the Lessee, on all property kept or used on the demised premises, whether the same is exempt from execution or not and on the rents of all improvements and buildings situated on said premises for all such costs, attorney's fees, rent reserved, for all taxes and assessments paid by the Lessor on behalf of the Lessee and for the payment of all money as provided in this lease to be paid by the Lessee, and such lien shall continue until the amounts due are paid.

20. Mortgage. That, except as provided herein, the Lessee shall not mortgage, hypothecate or pledge the said premises or any portion thereof of this lease or any interest therein without the prior written approval of the Board and any such mortgage, hypothecation or pledge without such approval shall be null and void.

That upon due application and with the written consent of the Lessor, the Lessee may mortgage this lease or any interest therein or create a security interest in the leasehold of the public land hereby demised. If the mortgage or security interest is to a recognized lending institution in either the State of Hawaii or elsewhere in the United States, such consent may extend to foreclosure and sale of Lessee's interest at such foreclosure to any purchaser, including the mortgagee, without regard to whether or not the purchaser is qualified to lease, own or otherwise acquire and hold the land or any interest therein. The interest of the mortgagee or holder shall be freely assignable. The term "holder" shall include an insurer or guarantor of the obligation or condition of such mortgage, including the Department of Housing and Urban Development through the Federal Housing Administration, the Federal National Mortgage Association, the Veterans Administration, the Small Business Administration, Farmers Home Administration, or any other Federal agency and their respective successors and assigns or any lending institution authorized to do business in the State of Hawaii or elsewhere in the United States; provided, that the consent to mortgage to a non-governmental

holder shall not confer any greater rights or powers in the holder than those which would be required by any of the aforementioned Federal agencies.

21. Breach. That time is of the essence of this agreement and if the Lessee shall fail to yield to pay such rent or any part thereof at the times and in the manner aforesaid, or shall become bankrupt, or shall abandon the said premises, or if this lease and said premises shall be attached or otherwise be taken by operation of law, or if any assignment be made of the Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such failure shall continue for a period of more than sixty (60) days after delivery by the Lessor of a written notice of such breach or default by personal service, registered mail or certified mail to the Lessee at its last known address and to each mortgagee or holder of record having a security interest in the demised premises, the Lessor may, subject to the provisions of Section 171-21, Hawaii Revised Statutes, at once re-enter such premises or any part thereof, and upon or without such entry, at its option, terminate this lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of the Lessor.

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22. Right of holder of record of a security interest. In the event the Lessor seeks to forfeit the interest created by this lease, each recorded holder of a security interest may, at its option, cure or remedy the default or breach within sixty (60) days from the date of receipt of the notice hereinabove set forth, or within such additional period as the Lessor may allow for good cause, and add the cost thereof to the mortgage debt and the lien of the mortgage. Upon failure of the holder to exercise its option, the Lessor may. (a) pay to the holder from any monies at its disposal, including the special land and development fund, the amount of the mortgage debt, together with interest and penalties, and secure an assignment of said debt and mortgage from said holder or if ownership of such interest or estate shall have vested in such holder by way of foreclosure, or action in lieu thereof, the Lessor shall be entitled to the conveyance of said interest or estate upon payment to said holder of the amount of the mortgage debt, including interest and penalties, and all reasonable expenses incurred by the holder in connection with such foreclosure and preservation of its security interest, less appropriate credits, including income received from said interest or estate subsequent to such foreclosure; or (b) terminate the outstanding interest or estate subject to the lien of such mortgage, without prejudice to any other right or remedy for arrears of rent or for any preceding or other breach or default and thereupon use its best efforts to redispense of the land affected thereby to a qualified and responsible person who will assume the obligation of the mortgage and the debt thereby secured; provided, that a reasonable delay by the Lessor in instituting

or prosecuting any right or remedy it may have hereunder shall not operate as a waiver of such right or to deprive it of such remedy when it may still hope otherwise to resolve the problems created by the breach or default. The proceeds of any disposition effected hereunder shall be applied first, to reimburse the Lessor for costs and expenses in connection with such disposition; second, to discharge in full any unpaid purchase price or other indebtedness owing the Lessor in connection with such interest or estate terminated as aforesaid; and the balance, if any, shall be paid to the owner of such interest or estate.

23. Condemnation. That, if at any time, during the term of this lease, or any portion of the demised premises should be condemned, or required for public purposes by any county or city and county, the rental shall be reduced in proportion to the value of the portion of the premises condemned. The Lessee shall be entitled to receive from the condemning authority (a) the value of growing crops, if any, which he is not permitted to harvest and (b) the proportionate value of the Lessee's permanent improvements so taken in the proportion that it bears to the unexpired term of the lease; provided, that the Lessee may, in the alternative, remove and relocate its improvements to the remainder of the lands occupied by the Lessee. The Lessee shall not by reason of such condemnation be entitled to any claim against the Lessor for condemnation or indemnity for leasehold interest and all compensation payable or to be paid for or on account of said leasehold interest by reason of such condemnation shall be payable to and be the sole property of the Lessor. The foregoing rights of the Lessee

shall not be exclusive of any other to which Lessee may be entitled by law. Where the portion so taken renders the remainder unsuitable for the use or uses for which the land was demised, the Lessee shall have the option to surrender this lease and be discharged and relieved from any further liability therefor; provided, that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by the Lessor.

24. Right to enter. The Lessor or the County and the agents or representatives thereof shall have the right to enter and cross any portion of said demised land for the purpose of performing any public or official duties; provided, however, in the exercise of such rights, the Lessor or the County shall not interfere unreasonably with the Lessee or Lessee's use and enjoyment of the premises.

25. Inspection by prospective bidders. The Lessor shall have the right to authorize any person or persons to enter upon and inspect the demised premises at all reasonable times following a published notice for the proposed disposition of the same for purposes of informing and apprising such person or persons of the condition of said lands preparatory to such proposed disposition; provided, however, that any such entry and inspection shall be conducted during reasonable hours after notice to enter is first given to the Lessee, and shall, if the Lessee so requires, be made in the company of the Lessee or designated agents of the Lessee; provided, further, that no such authorization shall be given more than two years before the expiration of the term of this lease.

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26. Acceptance of rent not a waiver. That the acceptance of rent by the Lessor shall not be deemed a waiver of any breach by the Lessee of any term, covenant or condition of this lease, nor of the Lessor's right to re-entry for breach of covenant, nor of the Lessor's right to declare and enforce a forfeiture for any such breach, and the failure of the Lessor to insist upon strict performance of any such 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 such term, covenant, condition or option.

27. Extension of time. That notwithstanding any provision contained herein to the contrary, wherever applicable, the Board may for good cause shown, allow additional time beyond the time or times specified herein to the Lessee, in which to comply, observe and perform any of the terms, conditions and covenants contained herein.

28. Justification of sureties. Such bonds as may be required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as such in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justifications shall be filed as provided in Section 78-20, Hawaii Revised Statutes; provided, however, the Lessee may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the Lessor security in certified checks, certificates

of deposit (payable on demand or after such period as the Lessor may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver to said Lessor a deed or deeds of trust of real property, all of such character as shall be satisfactory to said Lessor and valued in the aggregate at not less than the principal amount of said bond. It is agreed that the value at which any securities may be accepted and at any time thereafter held by the Lessor under the foregoing proviso, shall be determined by the Lessor, and that the Lessee may, with the approval of the Lessor, exchange other securities or money for any of the deposited securities if in the judgment of the Lessor the substitute securities or money shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Lessee, but only upon the written consent of the Lessor and that until such consent be granted, which shall be discretionary with the Lessor, no surety shall be released or relieved from any obligation hereunder.

29. Waiver, modification, reimposition of bond provision. Upon substantial compliance by the Lessee of the terms, covenants, and conditions herein contained on its part to be observed or performed, the Lessor at its discretion may waive or suspend the performance bond and/or improvement bond requirements or modify the same by reducing the amount thereof; provided, however, that the Lessor reserves the right to reactivate or reimpose said bond and/or bonds in and to their original tenor and form at any time throughout the term of this lease.

30. Quiet enjoyment. The Lessor hereby covenants and agrees with the Lessee that upon payment of said rent at the times and in the manner aforesaid and the observance and performance of the covenants, terms and conditions hereof on the part of the Lessee to be observed and performed, the Lessee shall and may have, hold, possess and enjoy the demised premises for the term hereby demised, without hindrance or interruption by the Lessor or any other person or persons lawfully claiming by, through or under it.

31. Surrender. That the Lessee shall, at the end of said term or other sooner termination of this lease, peaceably deliver unto the Lessor possession of the demised premises, together with all improvements existing or constructed thereon unless provided otherwise.

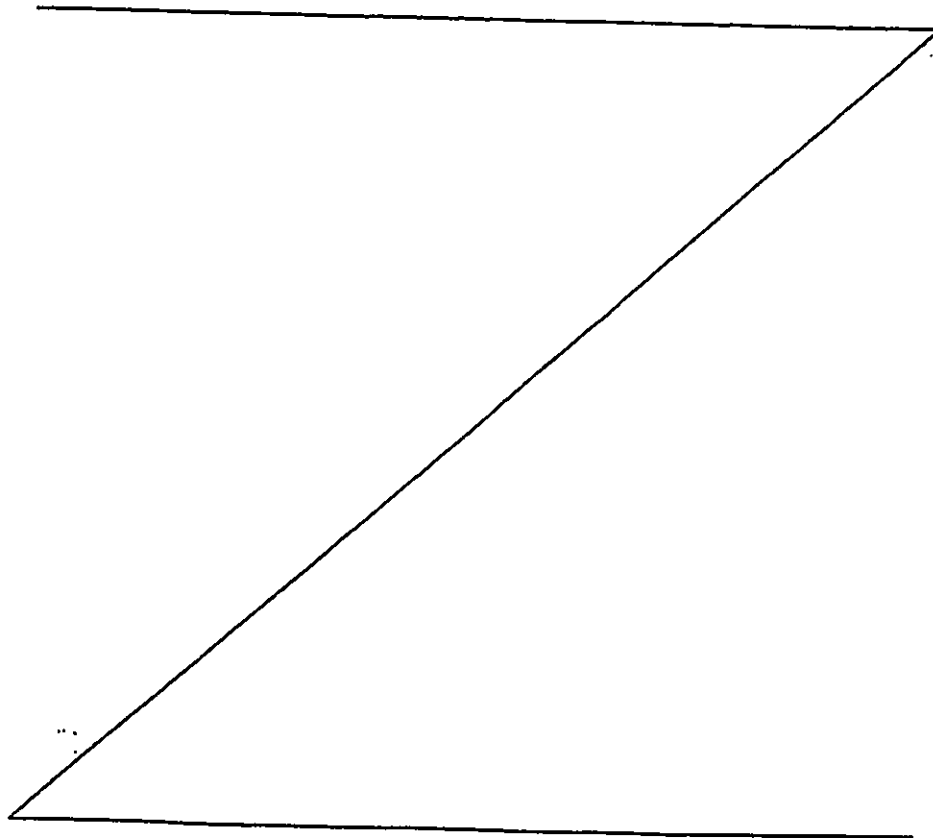
32. Non-warranty. The Lessor does not warrant the conditions of the leased premises, as the same is being leased as is.

33. Incorporation by reference. References to various parcels of land herein are in accordance with those designated in the Notice of Sale and the Conduct of Sale which, together with the Special Notice to Bidders are incorporated herein and made a part hereof. The terms of this lease shall govern where there is any inconsistency between the terms thereof and the terms contained in the Special Notice to Bidders.

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34. Assignment to trustee. The Lessee may assign this lease to any trustee or trustees for the bondholders without obtaining the prior written consent of the Board as required in paragraph 13, above.

35. Restoration. Upon completion of any work performed in or upon the premises, the Lessee shall remove therefrom all equipment and unused or surplus material, if any, and shall leave the premises in a clean and sanitary condition satisfactory to the Lessor.



Definitions.

As used herein, unless clearly repugnant to the context:

(a) "Chairman" shall mean the Chairman of the Board of Land and Natural Resources of the State of Hawaii or his successor;

(b) "Lessee" shall mean and include the Lessee herein, its heirs, executors, administrators, successors or permitted assigns, according to the context hereof;

(c) "Holder of a record of a security interest" is a person who is the owner or possessor of a security interest in the land demised and who has filed with the Department of Land and Natural Resources and with the Bureau of Conveyances of the State of Hawaii a copy of such interest;

(d) "Premises" shall be deemed to include the land hereby demised and all buildings and improvements now or hereinafter constructed and installed thereon;

(e) The use of any gender shall include all genders, and if there be more than one lessee, then all words used in the singular shall extend to and include the plural;

(f) The paragraph headings throughout this lease are for the convenience of the Lessor and the Lessee and are not intended to construe the intent or meaning of any of the provisions thereof.

(g) "Waste" shall be deemed to include, but not limited to, (1) permitting the premises or any portion thereof to become unduly eroded and/or failure to take proper precautions or make reasonable effort to prevent or correct same; (2) permitting any material increase in noxious weeds in uncultivated portions thereof and (3) failure to employ all of the usable portions of the demised premises.

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IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this 14th day of Sept., 1978.

STATE OF HAWAII

By W. H. Thompson
Chairman and Member
Board of Land and
Natural Resources

By Stanley W. Kay
Member
Board of Land and
Natural Resources

LESSOR

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

SEP 11, 1978

HAWAIIAN TELEPHONE COMPANY

By R. J. [Signature]
Its Vice President
Network Engineering and Construction

By _____
Its _____
LESSEE

Hawa. Tel.
Engineering
[Signature]

APPROVED AS TO FORM:

[Signature]
Deputy Attorney General

Dated: MAY 16 1978

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STATE OF HAWAII)
COUNTY OF) SS

On this _____ day of _____, 19____,
before me personally appeared _____
and _____
to me known to be the person(s) described in and who executed
the foregoing instrument and acknowledged that _____ executed
the same as _____ free act and deed.

Notary Public, Judicial
Circuit, State of Hawaii
My commission expires: _____

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU) SS

On this 14th day of September, 1978,
before me appeared _____ B. D. Hill
and _____
to me personally known, who, being by me duly sworn, did say
that they are the _____ Vice President
and _____
respectively, of HAWAIIAN TELEPHONE COMPANY
and that the seal affixed to the foregoing instrument is the
corporate seal of said corporation, and that said instrument
was signed and sealed on behalf of said corporation by authority
of its Board of Directors, and the said _____ B. D. Hill
and _____ acknowledged that
they executed said instrument as the free act and deed of said
corporation.

Julia Taketa
Notary Public, First Judicial
Circuit, State of Hawaii
My commission expires: 3/14/80

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STATE OF HAWAII

SURVEY DIVISION

DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.P. No. 18,171

November 28, 1977

(Revised-November 1977)
PUU OHIA RADIO STATION, SITES A AND B
AND PARCELS C AND D FOR ROAD AND UTILITY PURPOSES
FROM TANTALUS DRIVE TO SAID SITES A AND B
AND PARCELS E AND F FOR UTILITY PURPOSES

Kalawahine and Opu, Honolulu, Oahu, Hawaii

SITE A

Being a portion of the Government Land of Opu.

Being also a portion of the Land of Kalawahine
(R.P. 8186, L.C.Aw. 11215, Apana 2 to Kealiihonui)
covered by Deed of W. M. Giffard to Territory of
Hawaii dated February 1, 1907 and recorded in Book
291, Page 1. (Land Office Deed 1645)

Beginning at a pipe at the southeast corner of this parcel
of land, the true azimuth and distance from said pipe to Government
Survey Triangulation Station "TANTALUS" being 140° 11' 57.90 feet,
thence running by azimuths measured clockwise from True South:-

- | | | |
|----|----------|--|
| 1. | 64° 28' | 133.70 feet along the remainder of the Government
Land of Opu to a pipe; |
| 2. | 77° 32' | 171.04 feet along the remainder of the Government
Land of Opu to a pipe; |
| 3. | 161° 20' | 102.77 feet along the remainder of the Government
Land of Opu to a pipe; |
| 4. | 232° 00' | 300.00 feet along the remainder of the Government
Land of Opu and the remainder of the
Land of Kalawahine; |
| 5. | 257° 20' | 110.00 feet along the remainder of the Land of
Kalawahine and passing over a pipe
at 73.90 feet; |
| 6. | 6° 15' | 212.90 feet along the remainder of the Land of
Kalawahine and the remainder of the
Government Land of Opu to the point
of beginning and containing a GROSS
AREA of 59,153 SQUARE FEET and a
NET AREA OF 56,653 SQUARE FEET after
excepting and excluding therefrom |

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C.S.F. No. 18,171

November 28, 1977

the Reservation for Government Survey Triangulation Station "TANTALUS" (Puu Ohia), together with rights of ingress and egress to and from said Triangulation Station "TANTALUS"; and subject to certain sight clearance conditions from said station "TANTALUS"; said Reservation and sight clearance conditions being described as follows:

Reservation for Government Survey Triangulation Station Tantalus 1977

Beginning at the north corner of this Reservation, the true azimuth and distance from said point of beginning to Government Survey Triangulation Station "TANTALUS", being 23° 00' 28.30 feet, thence running by azimuths measured clockwise from True South:-

- 1. 338° 00' 50.00 feet;
- 2. 68° 00' 50.00 feet;
- 3. 158° 00' 50.00 feet;
- 4. 248° 00' 50.00 feet to the point of beginning and containing an AREA OF 2,500 SQUARE FEET.

Sight Clearance Conditions

So long as Government Survey Triangulation Station "TANTALUS" (Puu Ohia) remains in use for a Triangulation Station, there shall not be erected, maintained or allowed to grow on the land of the above-described Site A, any structure or object of natural growth exceeding in height to obstruct or to block the lines of sight observed with an engineer's instrument from said Station "TANTALUS" to Government Survey Triangulation Stations "DIAMOND HEAD" (Leahi), "PUNCHBOWL" (Puuowaina), "PAUOA", "ROUND TOP", "KAIMUKI", and "PUU PIA", the directions of these lines of sight are delineated on Government Survey Map C.S.F. No. 11,380, a print of which is attached hereto and made a part hereof.

November 28, 1977

Also reserving to the Territory of Hawaii, a lot two feet square for the Rainfall Measurement Station as now constructed and within said Site A, located about 44 feet northwesterly from the southwest corner of the lot reserved for the Government Survey Triangulation Station "TANTALUS" (Puu Ohia), the true azimuth and distance from Government Survey Triangulation Station "TANTALUS" (Puu Ohia) to center of said Rainfall Measurement Station being $133^{\circ} 55' 70.10$ feet, together with rights of ingress and egress to and from said Rainfall Measurement Station for the purpose of readings, maintenance, repairs and reconstruction.

SITE B

Being a portion of the Land of Kalawahine (R.P. 8186, L.C.Aw. 11215, Apana 2 to Kealiiahonui) covered by Deed of W. M. Giffard to Territory of Hawaii dated February 1, 1907 and recorded in Book 291, Page 1. (Land Office Deed 1645)

Beginning at a pipe at the west corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "TANTALUS" being 1196.00 feet North and 579.60 feet East and running by azimuths measured clockwise from True South:-

- | | | |
|----|-------------------|---|
| 1. | $226^{\circ} 36'$ | 224.00 feet along the remainder of the Land of Kalawahine to a pipe; |
| 2. | $307^{\circ} 14'$ | 286.50 feet along the remainder of the Land of Kalawahine to a pipe; |
| 3. | $38^{\circ} 45'$ | 93.30 feet along the remainder of the Land of Kalawahine; |
| 4. | $105^{\circ} 30'$ | 345.00 feet along the remainder of the Land of Kalawahine to the point of beginning and containing an AREA OF 46,446 SQUARE FEET. |

PARCEL C

20-Foot Right-of-Way for Road and Utility Purposes

Being a portion of the Land of Kalawahine (R.P. 8186, L.C.Aw. 11215, Apana 2 to Kealiiahonui) covered by Deed of W. M. Giffard to Territory of Hawaii dated February 1, 1907 and recorded in Book 291, Page 1. (Land Office Deed 1645)

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Being a strip of land twenty (20.00) feet wide, extending ten (10.00) feet on each side of the center line described as follows:

Beginning at the northeast end of this center line on the south side of Puu Ohia Radio Station, "Site B", the true azimuth and distance from a pipe at the southwest corner of said "Site B" being 285° 30' 42.20 feet and the coordinates of said pipe referred to Government Survey Triangulation Station "TANTALUS" being 1196.00 feet North and 579.60 feet East and running by azimuths measured clockwise from True South from the said point of beginning;

- 1. 53° 48' 107.05 feet;
- 2. 42° 43' 30" 95.10 feet;
- 3. 46° 20' 89.72 feet;
- 4. 49° 02' 146.37 feet;

Thence on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being--

- 5. 39° 12' 34.16 feet;
- 6. 29° 22' 115.83 feet;
- 7. 14° 47' 161.38 feet;
- 8. 3° 41' 141.74 feet;

Thence on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being--

- 9. 350° 30' 45.61 feet;

Thence on a curve to the right with a radius of 53.58 feet, the chord azimuth and distance being--

- 10. 13° 09' 62.73 feet;
- 11. 48° 59' 46.98 feet;
- 12. 70° 10' 210.87 feet;

Thence on a curve to the right with a radius of 67.93 feet, the chord azimuth and distance being--

13. 86° 52' 30" 39.06 feet;

Thence on a curve to the left with a radius of 75.00 feet, the chord azimuth and distance being--

14. 75° 14' 15" 71.22 feet;

15. 46° 53' 30" 12.22 feet;

Thence on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being--

16. 68° 01' 45" 72.12 feet;

17. 89° 10' 28.50 feet;

Thence on a curve to the left with a radius of 150.00 feet, the chord azimuth and distance being--

18. 62° 00' 30" 136.94 feet;

19. 34° 51' 71.02 feet;

Thence on a curve to the right with a radius of 150.00 feet, the chord azimuth and distance being--

20. 51° 27' 30" 85.75 feet;

21. 68° 04' 199.40 feet;

Thence on a curve to the right with a radius of 150.00 feet, the chord azimuth and distance being--

22. 83° 12' 30" 78.36 feet;

23. 98° 21' 183.51 feet;

Thence on a curve to the left with a radius of 100.00 feet, the chord azimuth and distance being--

24. 69° 12' 97.42 feet;

25. 40° 03' 12.26 feet;

Thence on a curve to the right with a radius of 64.83 feet, the chord azimuth and distance being--

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26. 93° 30' 45" 104.18 feet;

Thence on a curve to the left with a radius of 90.00 feet, the chord azimuth and distance being--

27. 103° 20' 15" 124.22 feet;

28. 59° 42' 156.78 feet;

29. 62° 26' 277.99 feet;

Thence on a curve to the left with a radius of 200.00 feet, the chord azimuth and distance being--

30. 54° 38' 54.29 feet;

31. 46° 50' 241.27 feet;

32. 52° 05' 30" 222.81 feet;

Thence on a curve to the left with a radius of 200.00 feet, the chord azimuth and distance being--

33. 46° 21' 45" 39.93 feet;

34. 40° 38' 60.34 feet;

Thence on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being--

35. 49° 34' 15" 62.14 feet;

36. 58° 30' 30" 48.69 feet;

Thence on a curve to the left with a radius of 30.00 feet, the chord azimuth and distance being--

37. 31° 22' 45" 27.36 feet to the north side of Tantalus Drive and containing an AREA OF 1.754 ACRES.

PARCEL D

Right-of-Way for Road and Utility Purposes

Being a portion of the Land of Kalawahine (R.P. 8186, L.C.Aw. 11215, Apana 2 to Kealiiahonui) covered by Deed of W. M. Giffard to Territory of Hawaii dated February 1, 1907 and recorded in Book 291, Page 1. (Land Office Deed 1645)

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Beginning at the southeast corner of this parcel of land on the northeast side of the Puu Ohia Radio Station, "Site A", the true azimuth and distance from the northeast corner of said "Site A" being 77° 20' 24.38 feet and the coordinates of said point of beginning referred to Government Survey Triangulation Station "TANTALUS" being 161.81 feet North and 36.47 feet East and running by azimuths measured clockwise from True South:-

- | | | |
|---|--------------|---|
| 1. | 77° 20' | 23.44 feet along the Puu Ohia Radio Station, "Site A", and passing over a pipe at 11.72 feet; |
| 2. | 198° 46' | 110.06 feet; |
| 3. | 221° 17' | 23.01 feet; |
| Thence on a curve to the left with a radius of 10.00 feet, the chord azimuth and distance being-- | | |
| 4. | 145° 43' 30" | 19.37 feet; |
| 5. | 250° 10' | 79.53 feet along the south side of Parcel C (20-Foot Right-of-Way); |
| 6. | 228° 59' | 2.54 feet along the south side of Parcel C (20-Foot Right-of-Way); |
| 7. | 41° 17' | 96.01 feet; |
| 8. | 18° 46' | 93.86 feet to the point of beginning and containing an AREA OF 3,856 SQUARE FEET. |

PARCEL E

10-Foot Right-of-Way for Utility Purposes

Being a portion of the Land of Kalawahine (R.P. 8186, L.C.A. 11215, Apana 2 to Kealifiahonui) covered by Deed of W. M. Giffard to Territory of Hawaii dated February 1, 1907 and recorded in Book 291, Page 1. (Land Office Deed 1645).

Being a strip of land ten (10.00) feet wide extending five (5.00) feet on each side of the center line described as follows:

November 28, 1977

Beginning on the east end of this center line on the north side of Parcel C (20-Foot Right-of-Way), the true azimuth and distance from the center line Point of Curve at the end of Course 23 of the here-inbefore described Parcel C being $188^{\circ} 21' 10.00$ feet, and the coordinates of said point of beginning referred to Government Survey Triangulation Station "TANTALUS" being 20.83 feet South and 959.05 feet West and running by azimuths measured clockwise from True South:-

1. $90^{\circ} 10' 30''$ 256.78 feet to the north side of Parcel C (20-Foot Right-of-Way) and containing an AREA OF 0.059 ACRE.

PARCEL F

10-Foot Right-of-Way for Utility Purposes

Being a portion of the Land of Kalawahine (R.P. 8186 L.C.Aw. 11215, Apana 2 to Kealiiahonui) covered by Deed of W. M. Giffard to Territory of Hawaii dated February 1, 1907 and recorded in Book 291, Page 1. (Land Office Deed 1645)

Being a strip of land ten (10.00) feet wide extending five (5.00) feet on each side of the center line described as follows:

Beginning at the east end of this center line on the northwest side of Puu Ohia Radio Station, "Site A", the true azimuth and distance from a pipe at the west corner of said "Site A" being $232^{\circ} 00' 96.47$ feet and the coordinates of said pipe referred to Government Survey Triangulation Station "TANTALUS" being 41.66 feet South and 283.46 feet West and running by azimuths measured clockwise from True South from said point of beginning:

1. $94^{\circ} 53'$ 266.02 feet to the south side of Parcel C (20-Foot Right-of-Way) and containing an AREA OF 0.061 ACRE.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

Compiled from CSF 11380
and Govt. Survey Records.

By: Robert T. Hashimoto
Robert T. Hashimoto
Land Surveyor

ac

DOCUMENT CAPTURED AS RECEIVED

ADDITIONAL SECURITY MORTGAGE AND FINANCING STATEMENT

KNOW ALL MEN BY THESE PRESENTS:

That in order to comply with the provisions of Section 506-3, Hawaii Revised Statutes, and the Uniform Commercial Code and intending to create a mortgage lien under real property law and a security interest under the Uniform Commercial Code, and to further secure and comply with the after-acquired property clause in that certain First Mortgage and Deed of Trust executed on January 15, 1971, on file in the Office of the Assistant Registrar of the Land Court of Hawaii as Document No. 36.356 and recorded in the Bureau of Conveyances of Hawaii in Liber 1613 at page 310, as the same has been and may hereafter be amended, hereinafter referred to as the trust mortgage, which said trust mortgage was last amended by instrument dated September 27, 1962, on file as Document No. 297.144. and recorded in said Bureau of Conveyances in Liber 4377 at page 1, HAWAIIAN TELEPHONE COMPANY, a Hawaii corporation, whose mailing address is 1177 Bishop Street, Honolulu, Hawaii 96813, Mortgagor in said trust mortgage and Lessee in the Lease to which this instrument is attached, does hereby grant, bargain, sell, convey, transfer, assign, mortgage, confirm, warrant, set over and deliver unto HAWAIIAN TRUST COMPANY, LIMITED, a Hawaii corporation, having its principal place of business and post office address at 111 South King Street, Honolulu, Hawaii 96813, the Trustee named in said trust mortgage, as such Trustee under said trust mortgage, as amended, and its successors in trust and assigns, all of its right, title, and interest in and to said document to which this instrument is attached and in and to the property affected thereby, together with all goods which are or are to become fixtures thereon and all improvements now or hereafter placed thereon, and all additions, purchases and substitutions thereto and therefor, and the reversions, rents, issues, profits and proceeds thereof;

TO HAVE AND TO HOLD the same, together with all rights, easements, privileges and appurtenances thereunto or to any part thereof belonging or appertaining unto the said Trustee and its successors in trust and assigns;

IN TRUST, NEVERTHELESS, under the trusts and subject to the conditions and provisions, including the defeasance clause set forth in said trust mortgage, as amended, and as the same may from time to time hereafter be amended.

IN WITNESS WHEREOF, said HAWAIIAN TELEPHONE COMPANY has caused these presents to be executed in its corporate name by its proper officer and its corporate seal to be hereunto affixed, all at Honolulu, City and County of Honolulu, State of Hawaii, the 14th day of September, 1978.

HAWAIIAN TELEPHONE COMPANY

By [Signature] Its Network Engineering and Construction

STATE OF HAWAII)
City and County of Honolulu) ss

On this 14th day of September, 1978, before me appeared B. D. HILL to me personally known, who being by me duly sworn, did say that s/he is the of Hawaiian Telephone Company, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said B. D. HILL acknowledged said instrument to be the free act and deed of said corporation.

[Signature]
Notary Public, First Judicial Circuit
State of Hawaii

My Commission expires 3/14/80

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EXHIBIT B

Environmental Assessment

ENVIRONMENTAL ASSESSMENT

IMPROVEMENTS FOR EXISTING HAWAIIAN TELEPHONE COMPANY
RADIO STATION FACILITY AT TANTALUS, OAHU

APPLICANT: GTE Hawaiian Telephone Company Incorporated
(HawTel)

APPROVING AGENCY: Department of Land and Natural Resource, State
of Hawaii

CONSULTED PARTIES: Department of Land and Natural Resources, State
of Hawaii

PROJECT DESCRIPTION:

Objective:

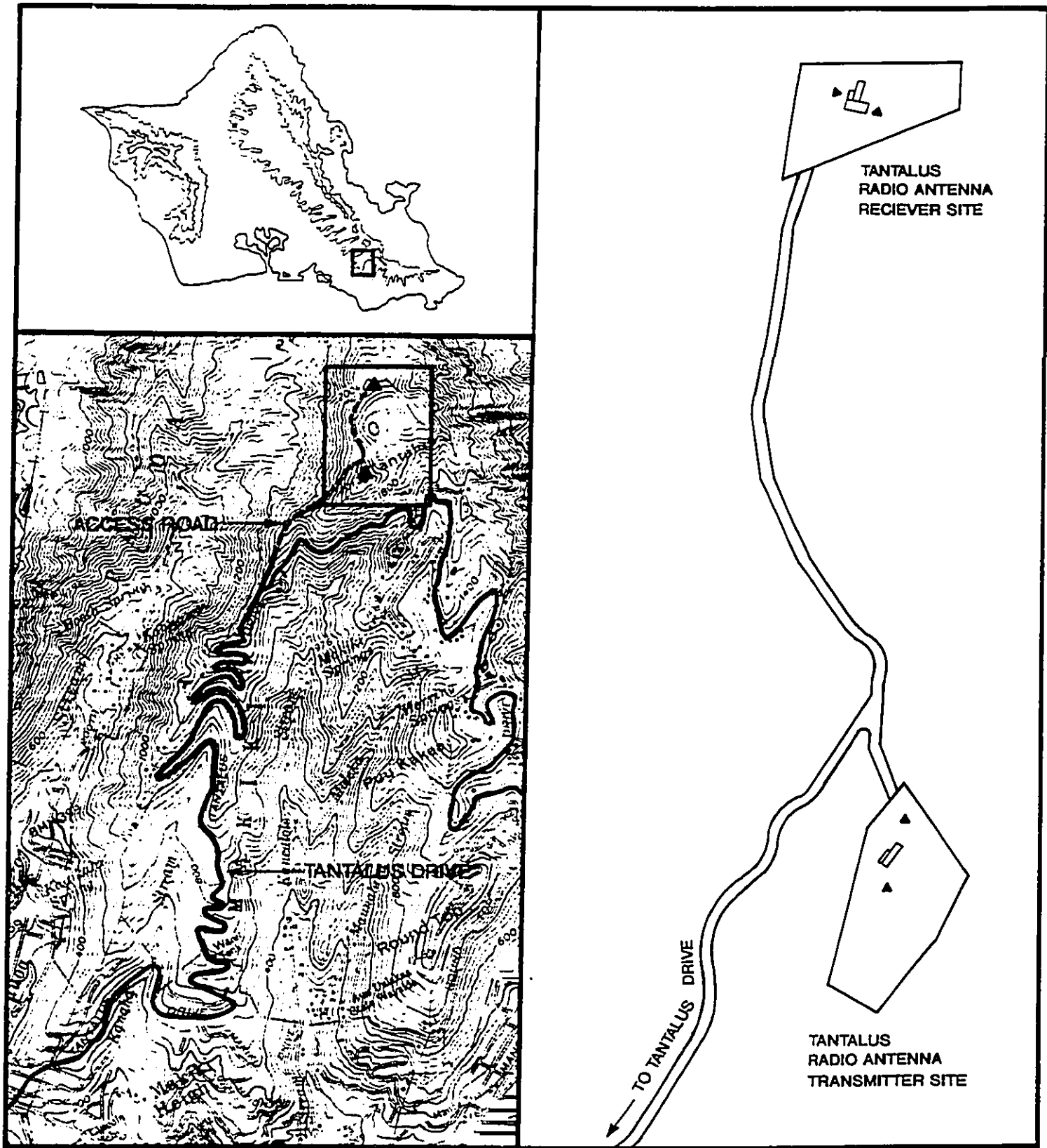
Since 1953, HawTel has operated a radio antenna facility atop Mt. Tantalus, Honolulu, Oahu. See Figure I. The facility consists of two antenna sites, referred to as the Tantalus Transmitter Antenna Site (Transmitter Site, hereafter) and The Tantalus Receiver Antenna Site (Receiver Site, hereafter). Collectively, the Tantalus Radio Antenna Facility is vital to HawTel's network as it serves as an intermediate point for several microwave radio systems. The Facility provides:

- o Interisland telephone service for Hilo, Kona, Maui, Molokai, and Lanai;
- o International long-distance service;
- o Telephone service for Windward Oahu.

The Transmitter Site occupies a 56,653 square foot parcel identified as TMK 2-5-19:13 and lies at an elevation of 1,980 feet above mean sea level (MSL). The Receiver Site is located 1,200 feet to the northeast, and occupies a 46,446 square foot parcel identified as TMK 2-5-19:13, at an elevation of 2,004 feet MSL.

The primary objective of the proposed improvements is to maintain and improve telecommunication links that are vital to the public. Due to recent degradation of quality in telephone service to Lanai, HawTel sought and received emergency approval from the Department of Land and Natural Resources to replace an existing 4-foot diameter parabolic antenna on a 38-foot tall steel tower at the Receiver Site with a new 6-foot diameter parabolic antenna on the 75-foot tall steel tower at the Transmitter Site. See Figure 2. To accommodate the replacement antenna on the 75-foot tall tower at the Transmitter Site, HawTel's proposal

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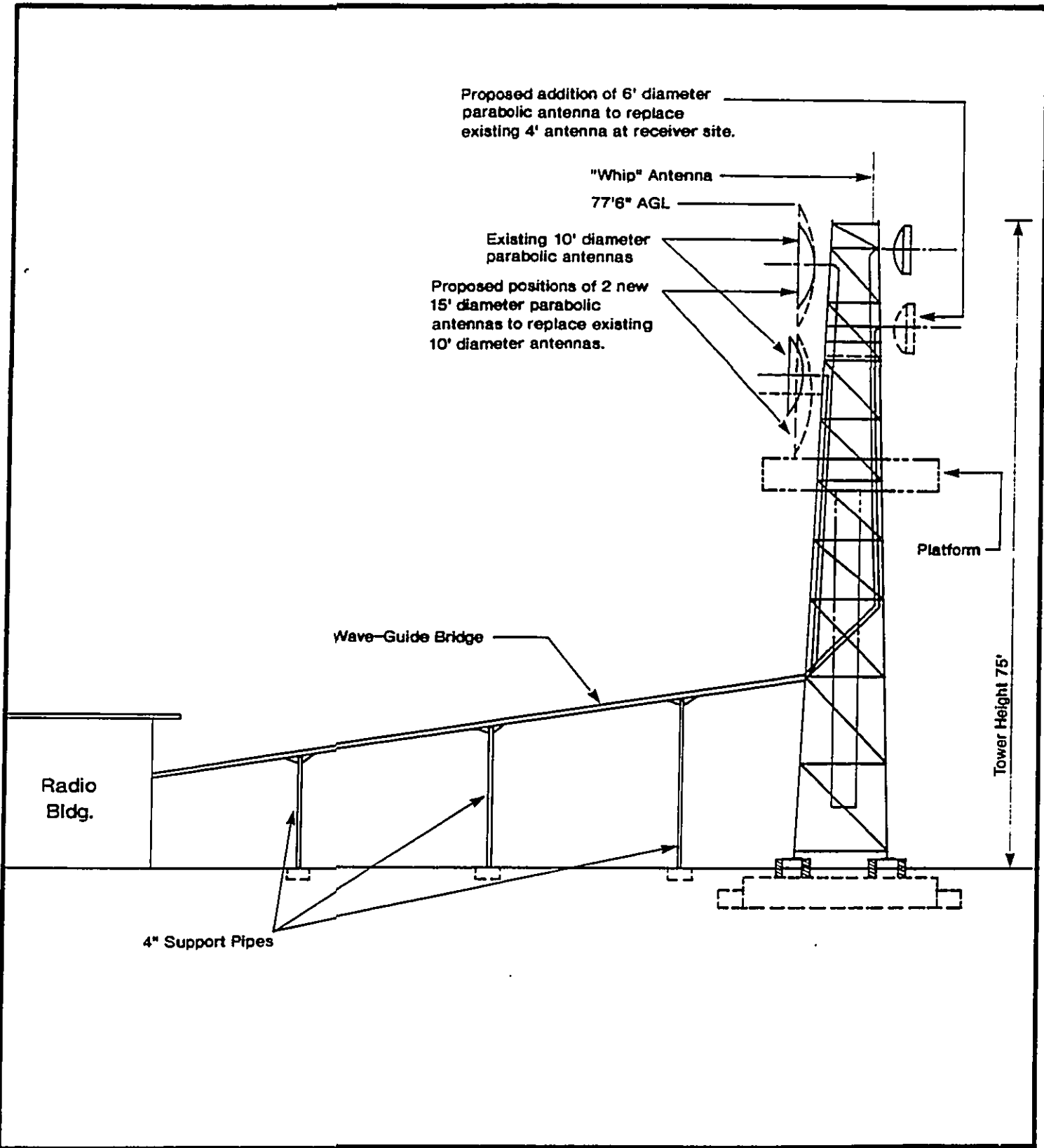


**TANTALUS
RADIO
ANTENNA
FACILITY**

**Fig. 1
LOCATION MAP**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

DOCUMENT CAPTURED AS RECEIVED



**TANTALUS
RADIO
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**Fig. 2
PROPOSED IMPROVEMENTS
75' TOWER AT
TRANSMITTER SITE**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

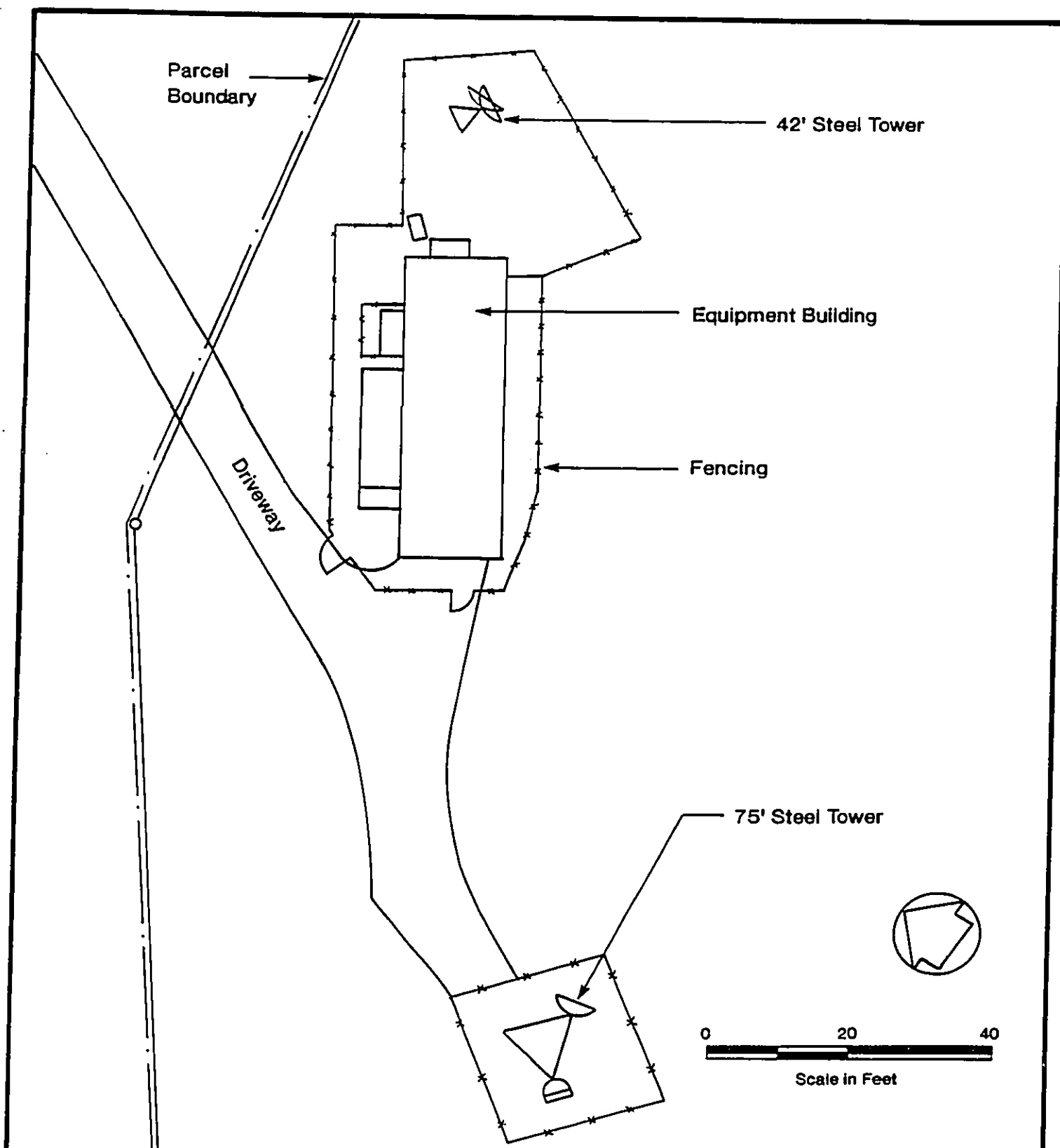
also included structural reinforcement of the tower. All exposed structural reinforcements as well as the new antenna will be painted to blend with the surrounding environment. As a condition of the emergency authorization, the DLNR required that HawTel seek formal amendment of their existing Conservation District Use Application to include the proposed improvements. This environmental assessment was prepared in conjunction with the CDUA amendment request.

In addition to improvements permitted under the emergency authorization, HawTel seeks to amend their existing CDUA to replace two 10-foot diameter parabolic antennas atop the 75-foot tall steel tower at the Transmitter Site with two 15-foot diameter antennas. See Figure 2. Additional structural reinforcement of the tower will be required to support the larger antennas. In addition, a cable support waveguide bridge, which will stand approximately 10-15-feet above the ground, is proposed between the 75-foot tall tower and the existing equipment building. See Figure 2. These proposed improvements are part of a larger effort to improve this Oahu to Molokai telephone link. The Tantalus path is one of two such links; the other Oahu path being at the Hanauma Bay Radio Antenna Facility. Having two paths assures that telecommunication will be maintained in the event that either of these links should fail. Upgrading of the Tantalus to Molokai link is required as service is deteriorating due to aging equipment which is becoming increasingly difficult to service. The planned improvements will convert the outmoded analog system to the more reliable digital system.

Technical Characteristics

Tantalus Transmitter Antenna Site. The Transmitter Site was constructed in 1953 and is comprised of the following facilities: See Figures 3 and 4.

- o A 75-foot tall free standing steel tower. The tower supports three parabolic antennas directed in unobstructed lines-of sight to other radio antenna facilities: a 6-foot diameter parabolic antenna directed to HawTel's Bishop Street Office (A second 6-foot antenna will be mounted below this antenna under the emergency authorization, replacing the 4-foot diameter antenna at the Receiver Site); and two 10-foot diameter parabolic antennas directed to Kualapuu, Molokai (Both of these antennas are proposed to be replaced by 15-diameter parabolic antennas). Two "whip" antennas are attached to the tower; one is mounted at the top of the tower and the other is mounted on the platform which is located midway up on the tower.
- o A 42-foot tall free standing steel tower. The tower supports two parabolic antennas directed in unobstructed lines-of-sight to other radio antenna facilities: a 10-foot diameter antenna

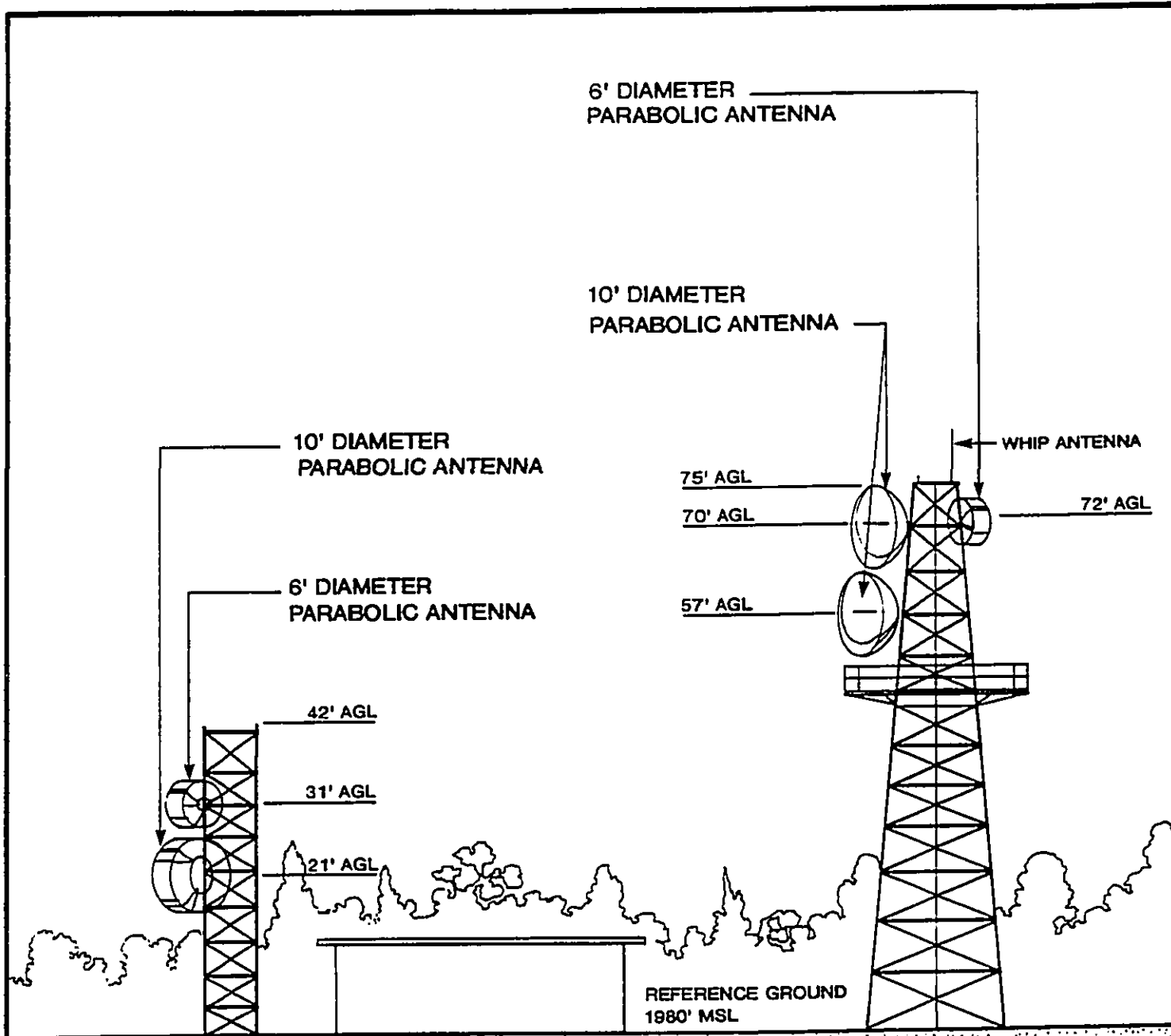


**TANTALUS
RADIO
ANTENNA
FACILITY**

**Fig. 3
TRANSMITTER
SITE PLAN
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED

Prepared by:
Wilson Okamoto
& Associates, Inc.



42' STEEL TOWER

EQUIPMENT BUILDING

75' STEEL TOWER

AGL = ABOVE GROUND LEVEL

NOT TO SCALE

**TANTALUS
RADIO
ANTENNA
FACILITY**

**Fig. 4
TRANSMITTER
SITE ELEVATION
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

directed at Lanai; and, a 6-foot diameter antenna directed at Koko Head. No changes are proposed on this tower.

- o A 794 square foot, single story concrete masonry equipment building housing telecommunication equipment and an emergency power generator. No changes are proposed for the equipment building, although equipment contained within it and telecommunication cables leading from it will be modified in conjunction with the changes in antenna configuration.
- o Various overhead power and telecommunication cables connect the equipment building and towers and lead away from the site along the access road. There are 5 utility poles on the parcel.
- o Chain-link fencing around the equipment building and towers. No change in the fencing is proposed.

Tantalus Receiver Antenna Site. The Receiver Site was constructed in 1953 and presently consists of the following facilities: See Figures 5 and 6.

- o A 30-foot tall wooden H-frame tower on which a 15-foot diameter parabolic antenna is mounted. The overall height of the structure with the antenna is 31-feet, 6 inches. Guy wires support the tower. The antenna is directed on a line-of-sight to Ulupalakua, Maui. No change to the tower is proposed at this time.
- o A 38-foot tall free standing steel tower. The tower supports five parabolic antennas directed in unobstructed lines-of sight to other radio antenna facilities on Oahu: a 4-foot diameter parabolic antenna directed to HawTel's Bishop Street Office (this antenna will be removed under the emergency authorization and replaced by a new 6-foot diameter parabolic antenna at the Transmitter Site); two 6-foot diameter parabolic antennas directed to HawTel's Bishop Street office; and a 6-foot diameter antenna and an 8-foot diameter parabolic antenna directed at Puu Papaa in Kaneohe.
- o A 686 square foot, single story concrete masonry equipment building housing telecommunication equipment and an electrical generator for emergency back-up power. One ground plane "whip" antenna is mounted on the roof of the equipment building. No changes are proposed for the equipment building, although equipment contained within it and telecommunication cables leading from it will be modified in conjunction with the changes in antenna configuration.
- o Various overhead power and telecommunication cables connect the equipment building and towers and lead away from the site along the access road.

- o Chain link fencing around the equipment building and the towers. No change in the fencing is proposed.

Access to both the Transmitter and Receiver Site is provided via a secured-ten foot wide concrete roadway within a 20 foot right-of way from Tantalus Drive. The road forks near the top of the ridge, providing access to each of the two sites. The distance of the Transmitter Site and the Receiver Site from Tantalus Drive is approximately 0.6 miles and 0.8 miles, respectively.

There are no water or sewage facilities serving either site. Drainage follows natural courses leading away from the hilltops on which the Transmitter and Receiver sites are located.

Environment

The Tantalus Radio Antenna Facility is located atop Mount Tantalus which rises to an elevation of 2,013 feet. The Transmitter Site is located on a rise at an elevation of 1,980 feet. The Receiver Site is also located on a rise, at an elevation of 2,004 feet.

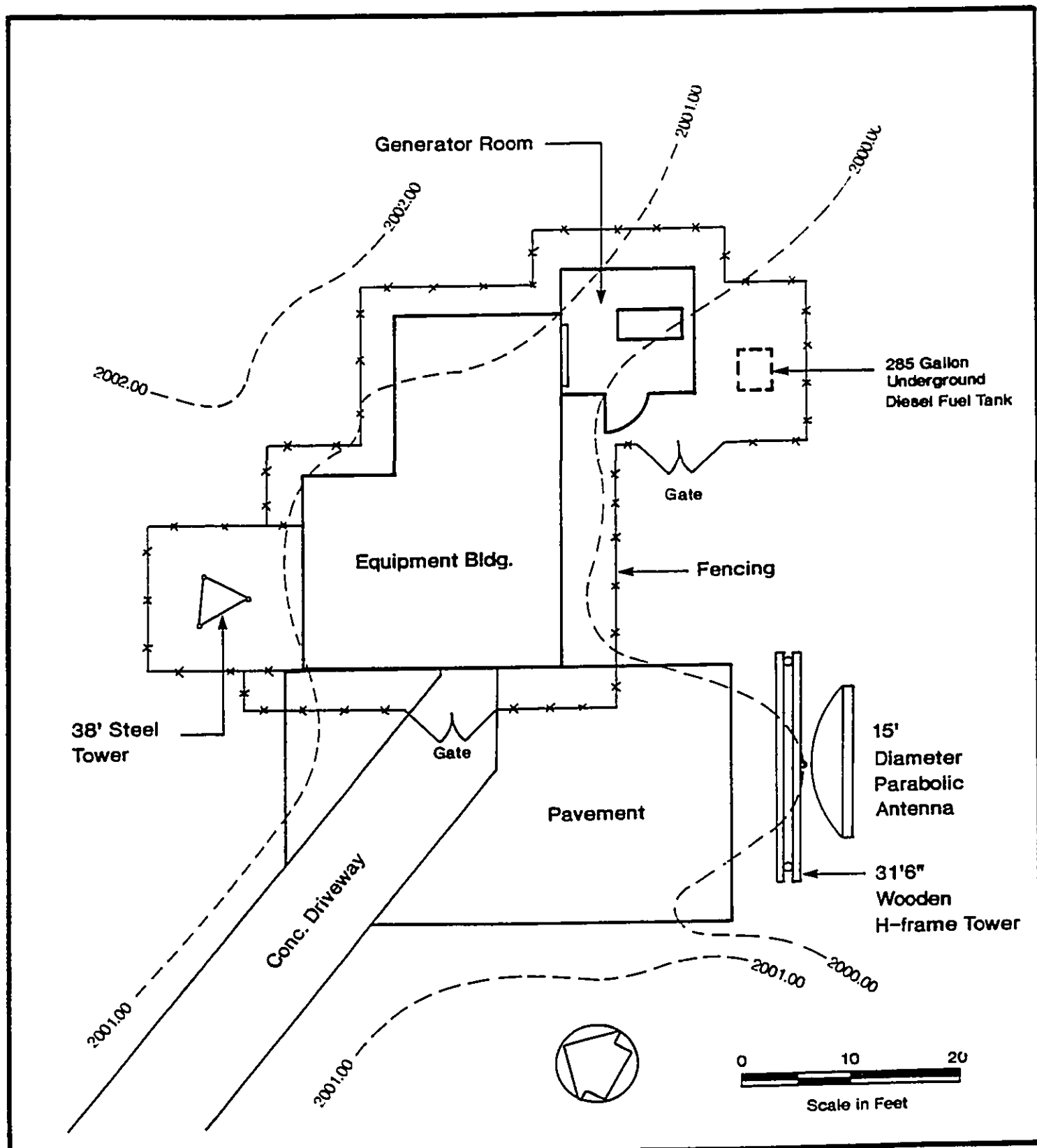
Dense vegetation surrounds both sites, with a notable abundance of bamboo. Other vegetation at the sites include guava and koa trees, various ginger and heliconia species, ti, and a variety of grasses and weed species in cleared areas.

The proposed changes in antennas at both the Transmitter and Receiver Site will have negligible short-term impact on the environment during construction. No additional clearing of vegetation will be required. Vehicles delivering construction workers, equipment and materials as well as the operation of construction equipment will temporarily degrade the tranquil noise environment while emissions from internal combustion engines will temporarily degrade the air quality. Neither of these temporary impacts are regarded as significant.

Long-term environmental impacts of the proposed improvements are essentially non-existent within the context of existing use of the site.

Socio-Economic

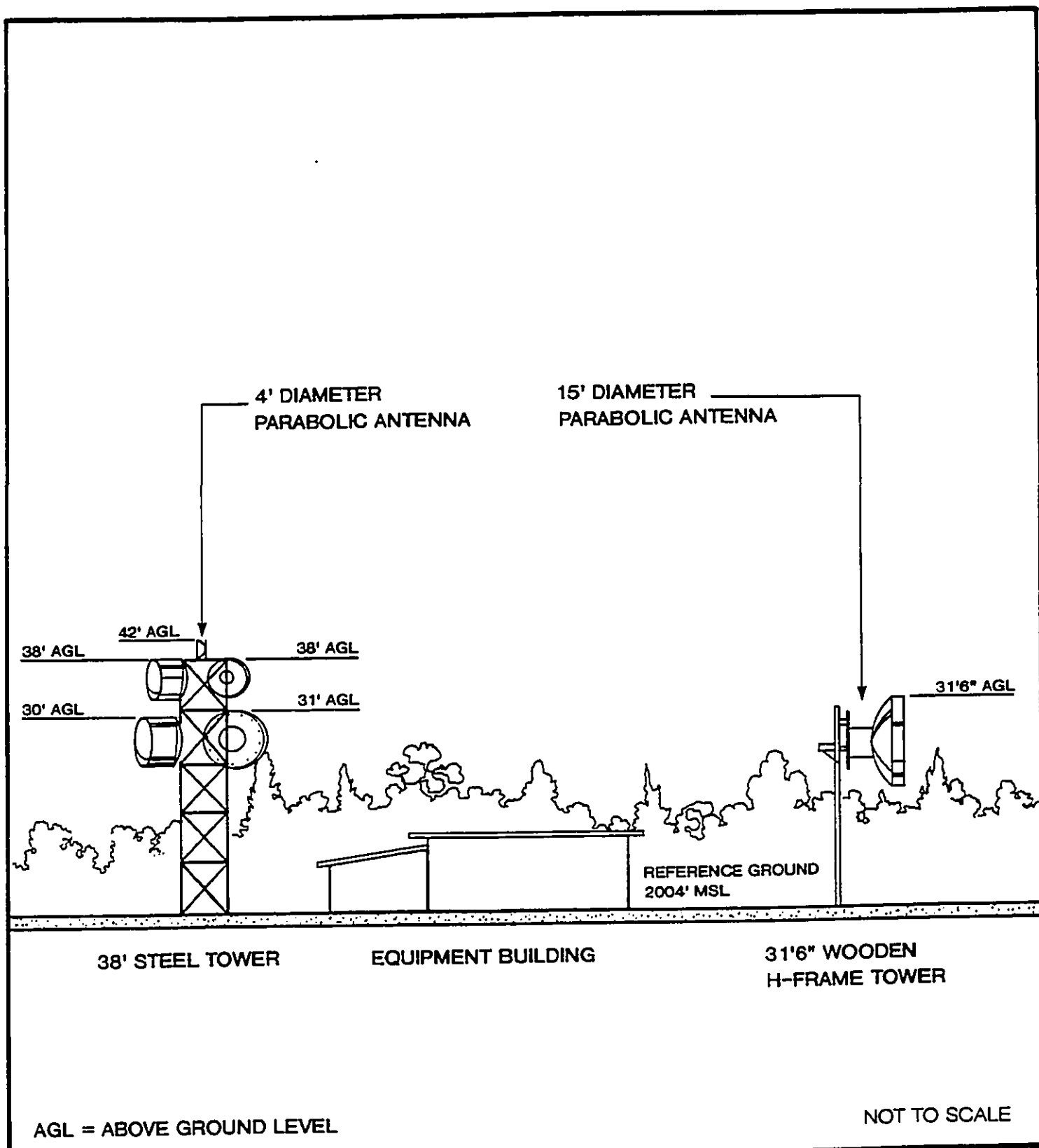
Neither the Transmitter nor Receiver Site are inhabited or immediately adjacent to any inhabited areas. Access to a single-family dwelling, however, is shared along the lower portion of the access road from Tantalus Drive up the locked gate, beyond which HawTel has use of the road right-of-way. Both the Transmitter Site and Receiver Site are accessible to the public along numerous hiking trails in the area. One hiking trail identified as "Puu Ohia" is marked at the Receiver Site. While both sites are located on rises, neither offer views of surrounding landscapes at ground level due to the tall vegetation



**TANTALUS
RADIO
ANTENNA
FACILITY**

**Fig. 5
RECEIVER
SITE PLAN
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.



**TANTALUS
RADIO
ANTENNA
FACILITY**

**Fig. 6
RECEIVER
SITE ELEVATION
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

surrounding the cleared areas. The upper portion of the 75-foot tower at the Transmitter Site is visible from most of Honolulu although it is not obtrusive due to its relatively small scale of the portion protruding above the tree line. The towers at the Receiver Site are not visible from Honolulu or other public areas since it is set back from the face of Mount Tantalus. All new tower and antenna facilities will be painted to blend with the surrounding environment.

The proposed improvements will have a positive social and economic impact within the State. The proposed replacement of the 4-foot antenna at the Receiver Site with the 6-foot antenna at the Transmitter Site will provide better quality and more reliable telephone service to Lanai. Without the proposed improvements, increasing system failures would threaten the total breakdown of telecommunication to Lanai. The replacement of the two 10-foot antennas at the Transmitter Site with 15-foot antennas will improve reliability of telephone service to Molokai.

Hiking in the area will not be affected in the long-term by the proposed improvements. In the short term, however, noise from increased vehicular traffic and use of power equipment during construction may temporarily disturb the tranquility of the immediate area.

Visual impacts of the proposed improvements will be insignificant within the context of existing uses at the site. The use of the area as an antenna facility by HawTel will be continued. The additional antennas on the 75-foot tower will not have significant visual impact since the facility cannot be seen from public areas except at a distance from which the improvements would not be discernable to the unaided eye.

Alternatives

Various alternatives for improving the existing link between Tantalus and the Bishop Street Office were considered prior to selecting the alternative approved under the emergency authorization. Some of these alternatives involved the same antenna configuration at Tantalus but with different telecommunication equipment supporting the antenna facilities. Other alternatives would involve stringing a new fiber optic cable or copper cable from the Bishop Street office to Tantalus. While much of the route would be over existing telecommunication corridors, 1.5 kilometers of cable would be required over steeply sloped undeveloped land. These alternatives were eventually dismissed based on cost and potential exposure of cables to hazards that could threaten their reliability.

Various alternatives for improving the Oahu to Molokai diverse telecommunication links were considered, including those which would circumvent the Tantalus site entirely. These alternatives were dismissed due to factors such as cost, limited service capability or exposure to potential threats to reliability, particularly to brush fires at the Molokai end of the link.

Mitigation Measures

All construction activities, including vehicular access, will be limited to presently cleared areas and access roads. No new clearing will be required.

To minimize the visual impact of the proposed improvements, all additions, including antennas and structural reinforcements, shall be painted to blend with the environment.

Determination

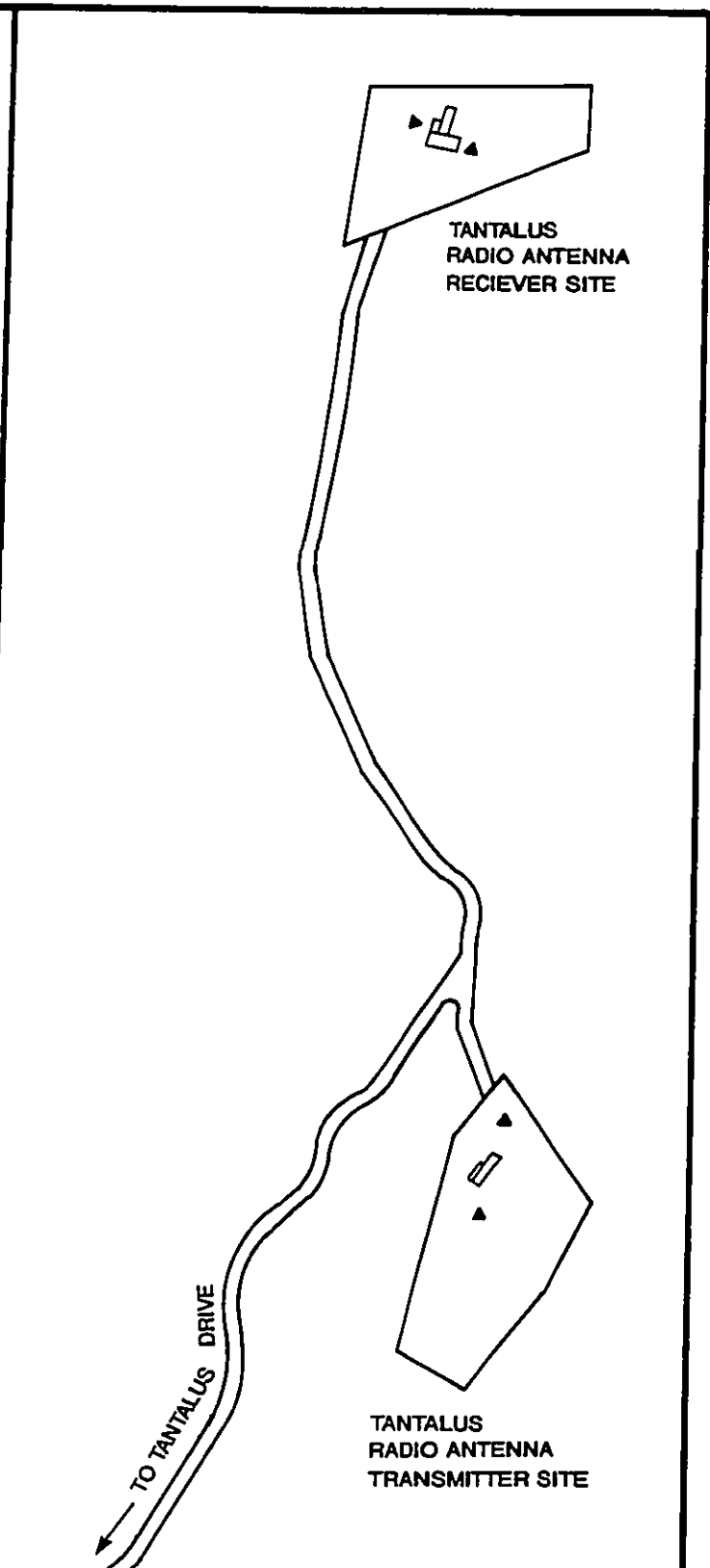
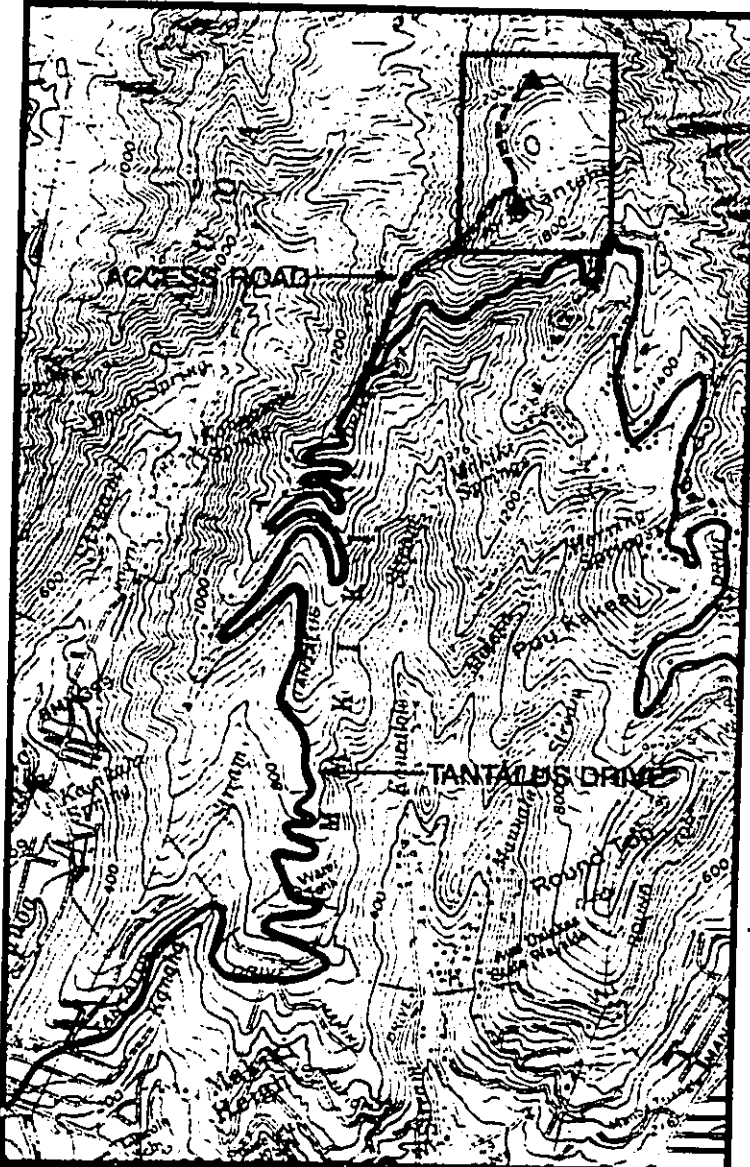
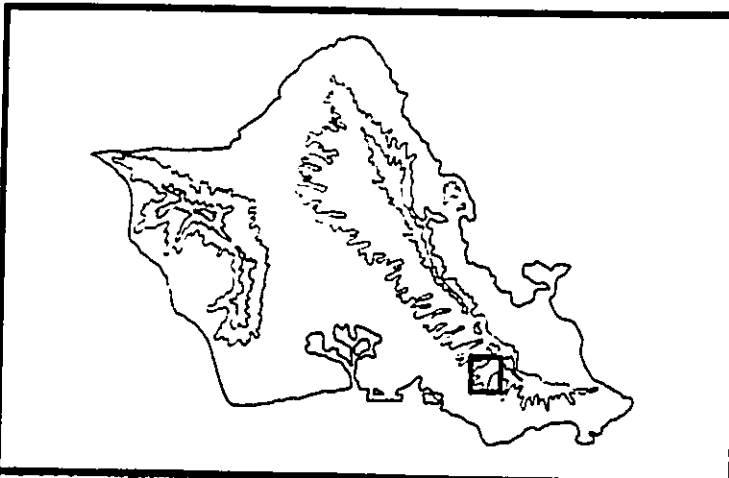
This environmental assessment has been prepared in accordance with content requirements of Section 11-200-10, "Environmental Impact Statement Rules," Department of Health, State of Hawaii. It is submitted in conjunction with the filing of a Conservation District Use Application pursuant to Title 13, Chapter 2, Administrative Rules of the Department of Land and Natural Resources, State of Hawaii, and Section 343-5(2), Hawaii Revised Statutes.

Based on the environmental assessment, an environmental impact statement is not warranted for the proposed actions. The radio antenna and tower improvements will be confined to areas where such uses have been permitted since 1953 and for which there is a history of facility improvements. Both short and long-term impacts are insignificant within the context of existing uses at the site. The improvements will have positive economic and social benefits to the people of Lanai and Molokai.

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EXHIBIT C

Location/Area Map



**TANTALUS
RADIO
ANTENNA
FACILITY**

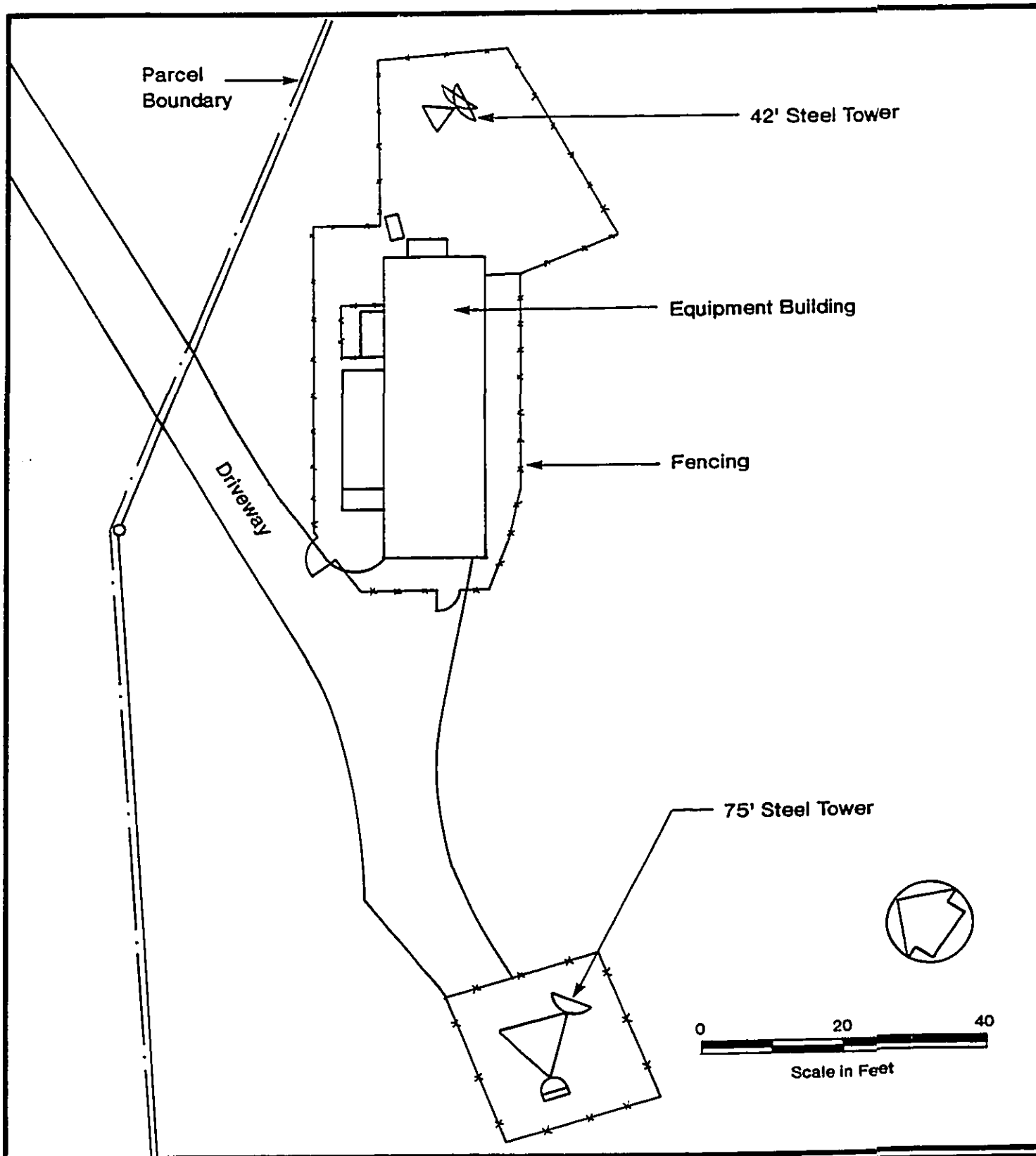
LOCATION MAP

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED

Prepared by:
Wilson Okamoto
& Associates, Inc.

EXHIBIT D

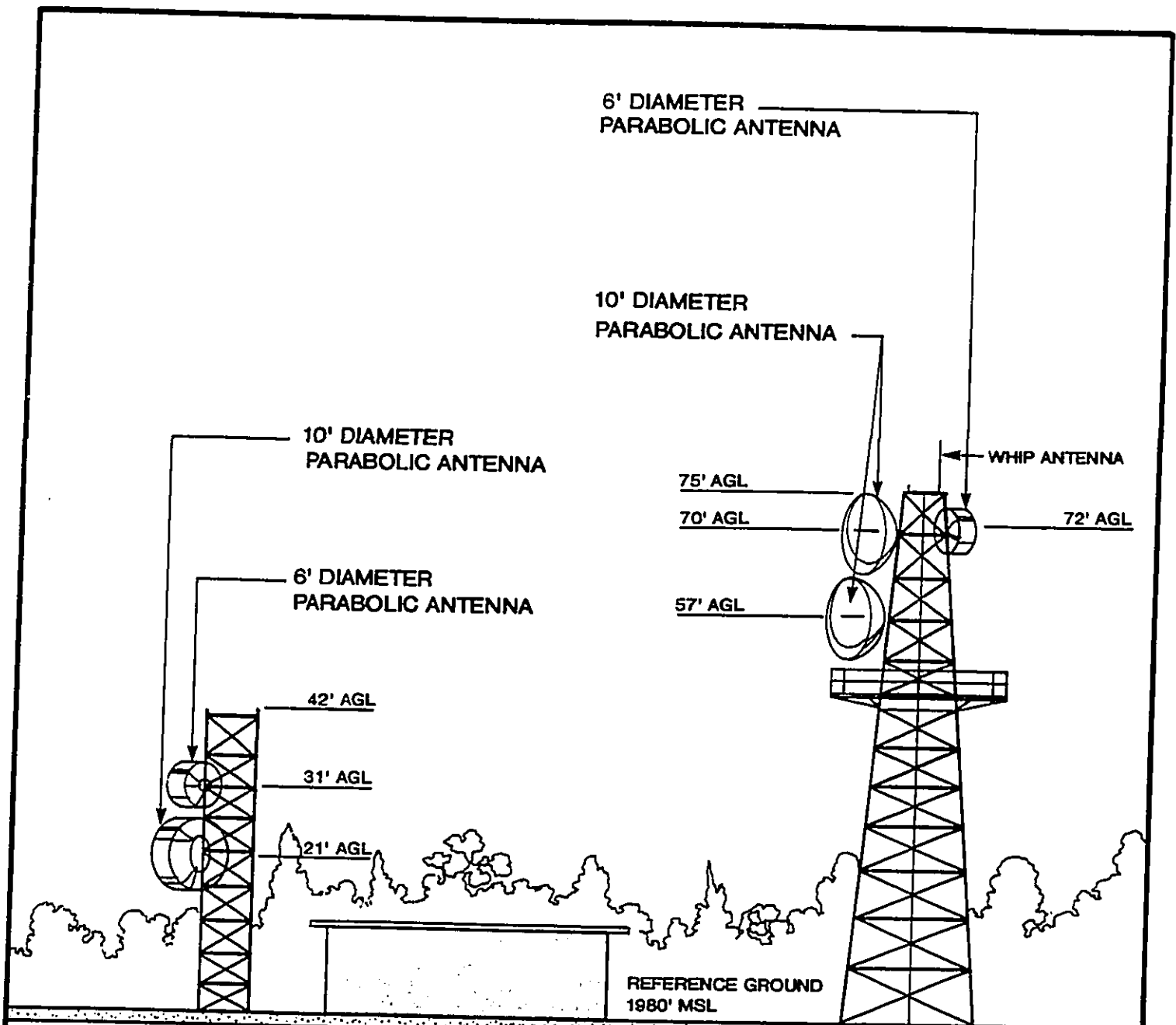
**Transmitter Site:
Existing Facilities**



**TANTALUS
RADIO
ANTENNA
FACILITY**

**TRANSMITTER
SITE PLAN
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.



42' STEEL TOWER

EQUIPMENT BUILDING

75' STEEL TOWER

AGL = ABOVE GROUND LEVEL

NOT TO SCALE

**TANTALUS
RADIO
ANTENNA
FACILITY**

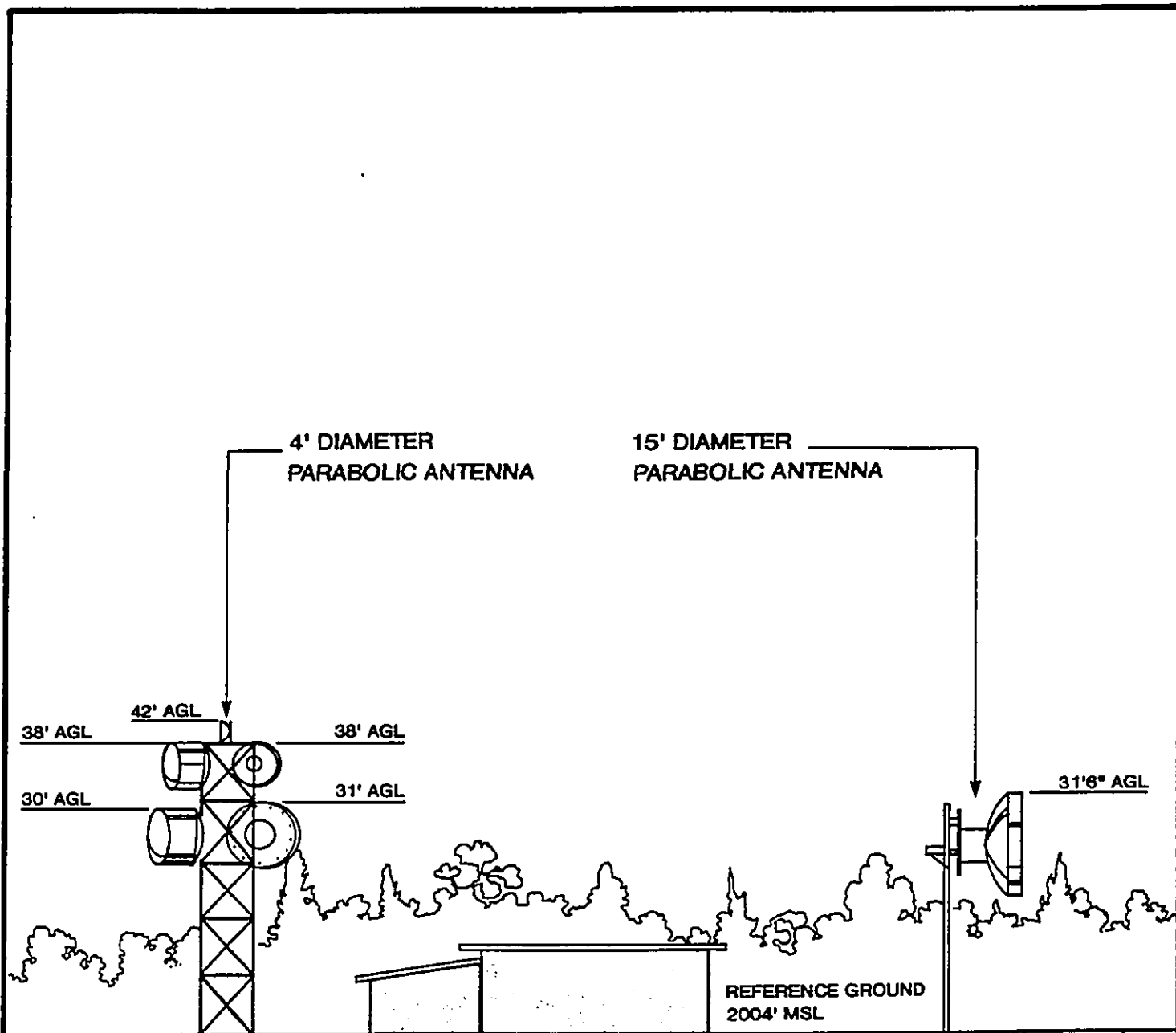
**TRANSMITTER
SITE ELEVATION
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

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EXHIBIT E

**Receiver Site:
Existing Facilities**



38' STEEL TOWER

EQUIPMENT BUILDING

31'6" WOODEN
H-FRAME TOWER

REFERENCE GROUND
2004' MSL

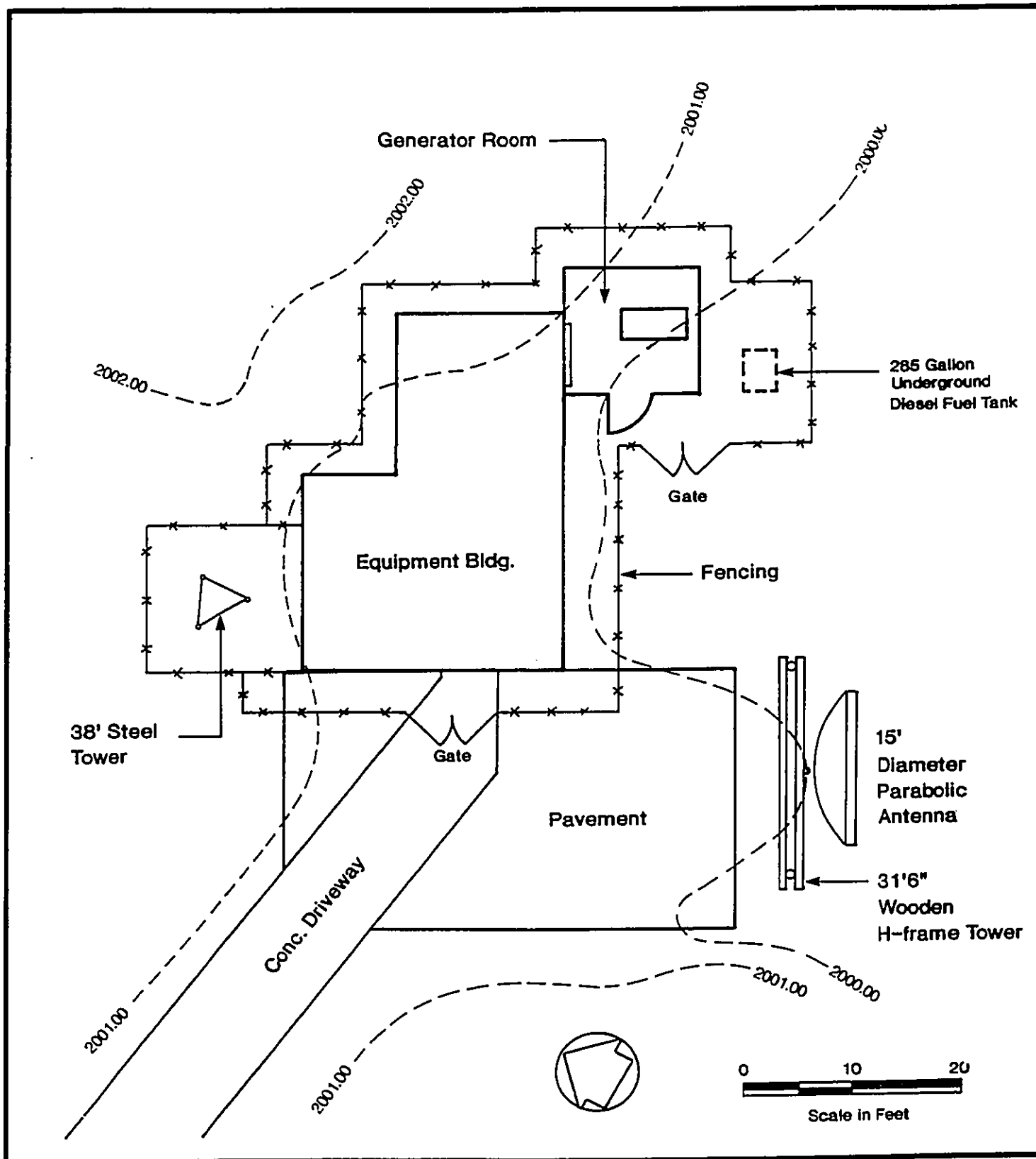
AGL = ABOVE GROUND LEVEL

NOT TO SCALE

**TANTALUS
RADIO
ANTENNA
FACILITY**

**RECEIVER
SITE ELEVATION
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.



**TANTALUS
RADIO
ANTENNA
FACILITY**

**RECEIVER
SITE PLAN
EXISTING FACILITIES**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

EXHIBIT F

Photographs of Site



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**TRANSMITTER SITE
42-FOOT TOWER**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED

Prepared by:
Wilson Okamoto
& Associates, Inc.

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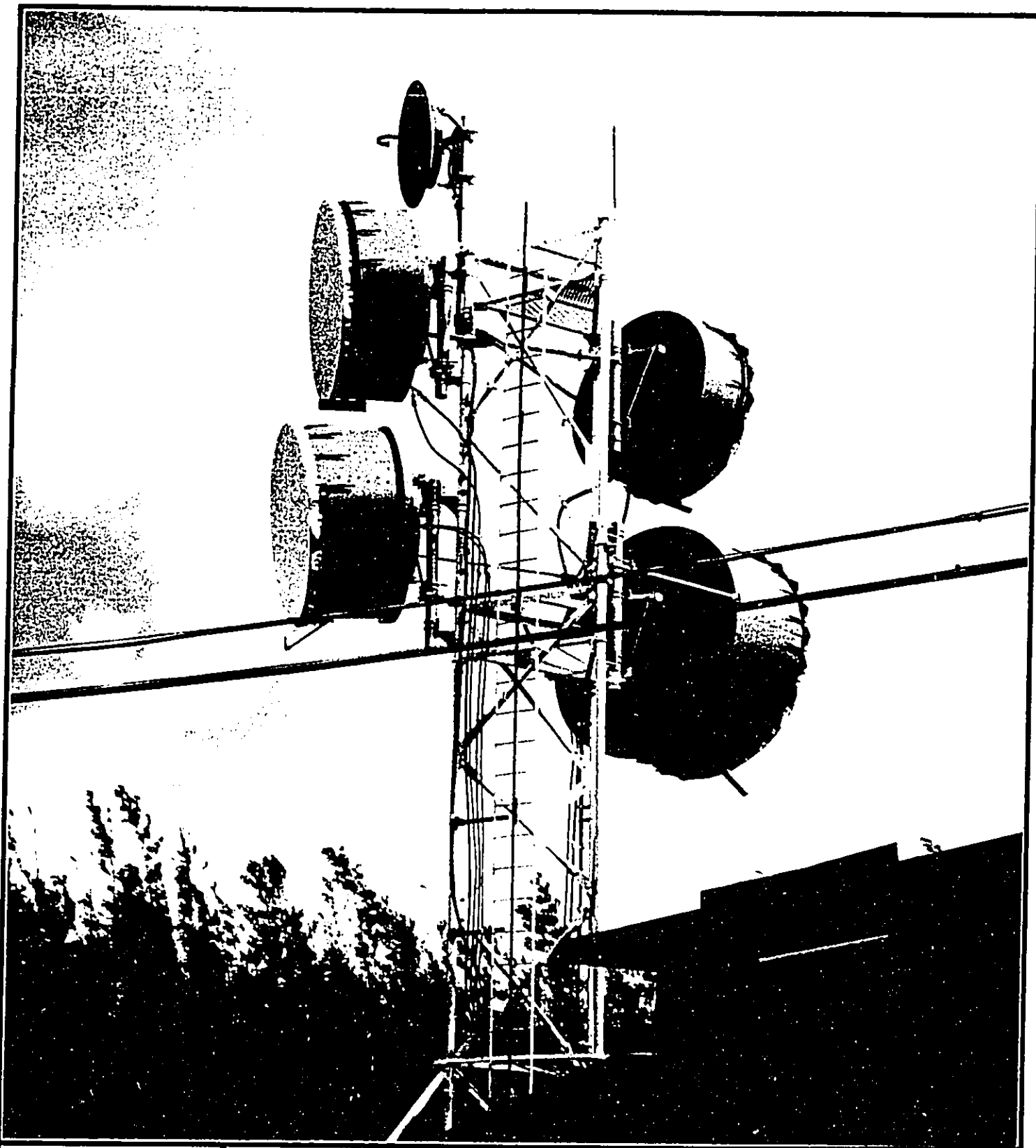


**TANTALUS
RADIO
ANTENNA
FACILITY**

**TRANSMITTER SITE
75-FOOT TOWER**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

DOCUMENT CAPTURED AS RECEIVED

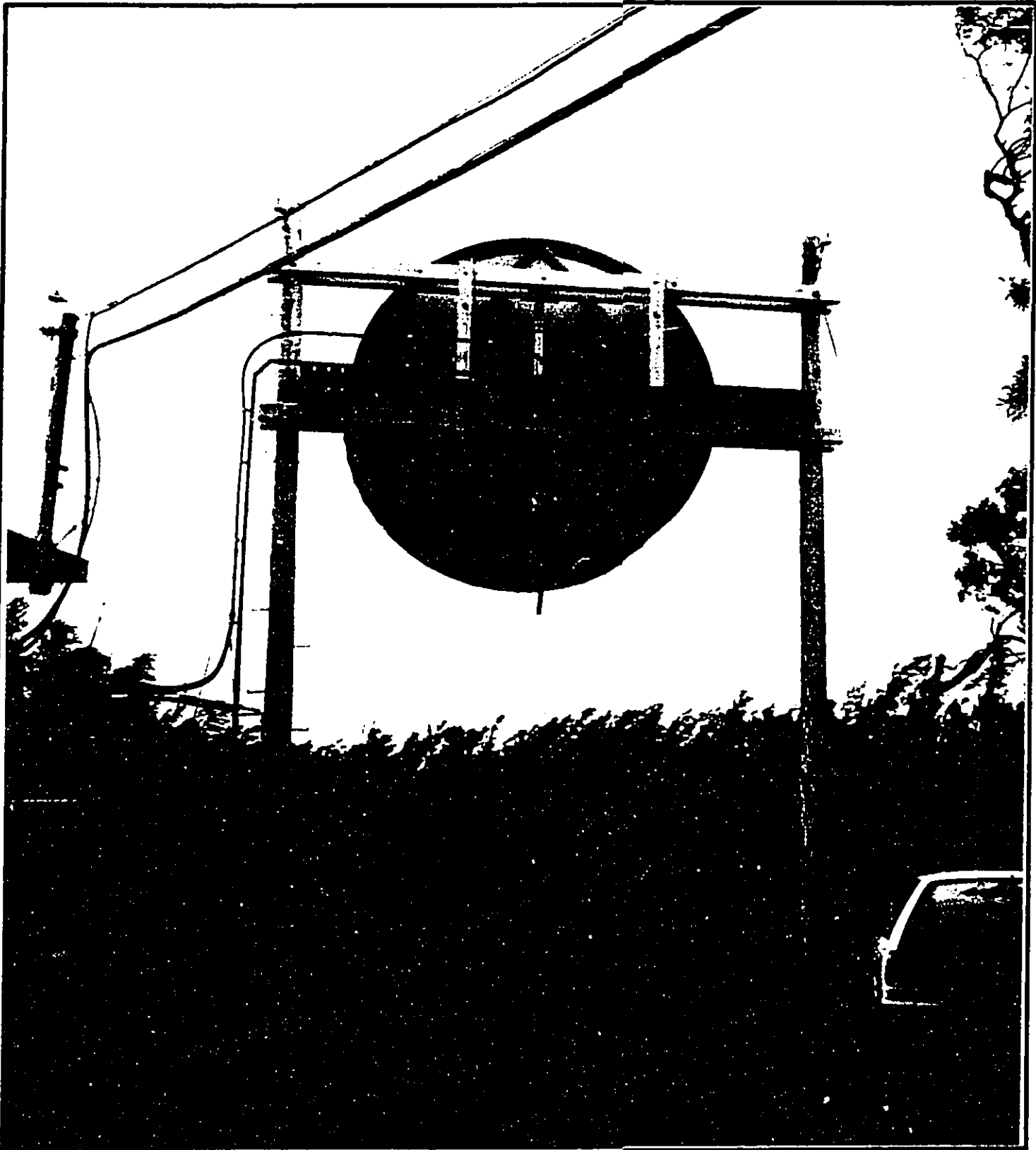


**TANTALUS
RADIO
ANTENNA
FACILITY**

**RECEIVER SITE
38-FOOT TOWER**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

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**TANTALUS
RADIO
ANTENNA
FACILITY**

**RECEIVER SITE
30-FOOT H-FRAME
TOWER**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

EXHIBIT G

Transmitter Site
1966 Letter of Approval
75-foot Tower

May 25, 1966

Hawaiian Telephone Company
P. O. Box 2200
Honolulu, Hawaii

Gentlemen:

We have approved the plans submitted by the Hawaiian Telephone Company for the construction of a microwave tower on State land identified as Tax Map Key 2-5-19:14, Tantalus, Oahu, presently encumbered under General Lease 3429.

This approval was granted subject to your submitting to this office a landscape plan for the cut and fill area as shown on your plan for our review and approval.

Copies of this approved plans were handed to your contractor.

Very truly yours,

Jack A. Meek
JAMES J. DETOR, Head
Division of Land Management

EA:js

Hkw

1970 CDUA OA-70/7/6-134

EXHIBIT H

Transmitter Site
1970 CDUA OA-70/7/6-134
Building Addition

September 2, 1970

Mr. George Kaneko
Building Engineer
Hawaiian Telephone Company
P. O. Box 2200
Honolulu, Hawaii 96805

Dear Mr. Kaneko:

Subject: Conservation District Use Application

At its meeting of August 28, 1970, the Board of Land and Natural Resources approved your three applications for public utility use within the Conservation District. The conditions of the Board's approval were as follows:

1. CDUA OA-70/7/6-133, tower and building addition at Kokohead, Oahu:
 - a. The applicant shall comply with sections 2C and 2F of Regulation No. 4;
 - b. Cleared areas shall be replanted as soon as possible;
 - c. Building and tower structure be painted to blend with the surrounding area as much as possible.

The application was also amended to include a 36-foot high H-frame structure as required by the FAA.

2. CDUA OA-70/7/6-134, building addition at Tantalus, Oahu - TMK: 2-5-19:14
 - a. The applicant shall comply with sections 2C and 2F of Regulation No. 4;
 - b. The applicant shall coordinate the location of the new driveway with the Division of Forestry.

Mr. George Kaneko

-2-

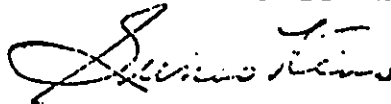
September 2, 1970

3. CDUA OA-70/7/6-135, building addition at Tantselus, Oahu.
TMK: 2-5-19:13
 - a. The applicant shall adhere to Sections 2C and 2D of Regulation No. 4;
 - b. A wall of bamboo shall be left to conceal view of the building from the rear;
 - c. There shall be no obstruction to those using the area for hiking.

Should you have any questions regarding the Board's decision or any conditions of the approval, please feel free to contact us.

Very truly yours,

BOARD OF LAND AND NATURAL RESOURCES



SUNAO KIDO
Chairman and Member

cc: City & County Planning Dept.
Board of Water Supply
Department of Health

bcc: All Divisions

R
GS:EU:lkt

DOCUMENT CAPTURED AS RECEIVED

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Honolulu, Hawaii

July 31, 1970

File No. ~~OA-70/7/6-134~~
and OA-70/7/6-135

Mr. George Kaneko
Bldg. Engineer
Hawaiian Telephone Co.
P. O. Box 2200
Honolulu, Hi 96805

We are in receipt of your application for ~~public utility~~
~~communications~~ use within the Conservation District, Island
of ~~ORHU~~, Zone Map Designation ~~OA-Honolulu~~,
and identified by Tax Map Key ~~2-5-19.14 and 2-5-19.13~~

Following review by the Department, and Board action, you
will be notified of the approval or disapproval of your requested
use.

Should you have any additional information regarding your
application, please write to us, referring to the above file
number.

Very truly yours,

BOARD OF LAND AND NATURAL RESOURCES



SUNAO KIDO
Chairman and Member

cc: LUC

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DOCUMENT CAPTURED AS RECEIVED

HAWAIIAN TELEPHONE COMPANY - TANTALUS TRANSMITTER BUILDING ADDITION JULY 1970

Dept. of Land & Natural Resources
State of Hawaii
P. O. Box 621
Honolulu, Hawaii 96809

THIS SPACE FOR DLNR USE ONLY	
Date Application & Fee Received by DLNR:	<u>7/6/70</u>
Date Application Acted Upon by Board, DLNR:	
Zone Map	<u>ea-11/10/10</u>
File No.	<u>ea-76/76-130</u>

USE APPLICATION WITHIN THE CONSERVATION DISTRICT

(X) (We) hereby request Public Utility Communications Building use (%) of land(s) within the Conservation District in the County of Oahu, Island of Oahu, Conservation District Zone Map Designation Tantalus ea-11/10/10, identified by Tax Map Key 2-5-19:14, and consisting of 56.653 § and/or _____ acres.

APPLICANT'S INTEREST IN SUBJECT PROPERTY: (Check One)

Fee _____ Lessee X Sub-Lessee _____ Other _____

PROPOSED PRELIMINARY PLAN:

(Attach proposed preliminary plan as Attachment "A")

PROPOSED CONDITIONS OF USE:

(Attach sheet(s) describing use and/or uses and proposed conditions and/or standards of performance as Attachment "B")

PROPOSED DEVELOPMENT SCHEDULE:

(Attach proposed development schedule sheet(s) as Attachment "C")

FEE:

(Attach application fee -- \$10 for permitted uses; all other uses \$20)

Signature(s) OWNER: George Kaneko
George Kaneko, Buildings Engineer
HAWAIIAN TELEPHONE COMPANY
Address: P. O. BOX 2200
Honolulu, Hawaii 96805
Telephone: 546-3632
Date: July 2, 1970

DOCUMENT CAPTURED AS RECEIVED

HAWAIIAN TELEPHONE COMPANY - TANTALUS TRANSMITTER BUILDING ADDITION JULY 1970

Dept. of Land & Natural Resources
State of Hawaii
P. O. Box 621
Honolulu, Hawaii 96909

<u>THIS SPACE FOR DLNR USE ONLY</u>	
Date Application & Fee Received by DLNR:	_____
Date Application Acted Upon by Board, DLNR:	_____
Zone Map	_____
File No.	_____

USE APPLICATION WITHIN THE CONSERVATION DISTRICT

(X) (We) hereby request Public Utility Communications Building use (X) of land (S) within the Conservation District in the County of Oahu, Island of Oahu, Conservation District Zone Map Designation Tantalus, identified by Tax Map Key 2-5-19:14, and consisting of 56.653 and/or _____ acres.

APPLICANT'S INTEREST IN SUBJECT PROPERTY: (Check One)

Fee _____ Lessee X Sub-Lessee _____ Other _____

PROPOSED PRELIMINARY PLAN:

(Attach proposed preliminary plan as Attachment "A")

PROPOSED CONDITIONS OF USE:

(Attach sheet(s) describing use and/or uses and proposed conditions and/or standards of performance as Attachment "B")

PROPOSED DEVELOPMENT SCHEDULE:

(Attach proposed development schedule sheet(s) as Attachment "C")

FEE:

(Attach application fee -- \$10 for permitted uses; all other uses \$20)

Signature (s) OWNER: George Kaneko
George Kaneko, Buildings Engineer
HAWAIIAN TELEPHONE COMPANY
Address: P. O. BOX 2200
Honolulu, Hawaii 96805
Telephone: 546-2632
Date: July 2, 1970

DOCUMENT CAPTURED AS RECEIVED

ATTACHMENT "B"
July 1970

HAWAIIAN TELEPHONE COMPANY
TANTALUS TRANSMITTER BUILDING ADDITION

PROPOSED CONDITIONS OF USE:

The new building additions are required to house additional radio equipment and new batteries for the purpose of upgrading the telephone service between Oahu, Molokai, Maui and Hawaii, via the Koko Head-Hanauma Bay Radio Stations. This upgrading is necessary to initiate the Direct Distance Dialing System in Hawaii.

The building additions, which will be a permanent communications facility, will be a 14'-4" wide by 10'-8" long and a 6'-0" wide by 18'-0" long, one-story reinforced concrete and hollow block structure.

As the new structures will be designed to fit the existing terrain, no grading changes and clearing will be required.

Our existing facilities include a single-story 523 sq. ft. concrete-masonry building, a 75 ft. high steel tower, and a 16 ft. high wooden H-frame structure.

We propose to paint and finish the new building to match the existing building.

* * * *

ATTACHMENT "C"
July 1970

HAWAIIAN TELEPHONE COMPANY
TANTALUS TRANSMITTER BUILDING ADDITION

PROPOSED DEVELOPMENT SCHEDULE:

No future additions to the building and tower structures are anticipated, however, future plans call for an 8 ft. extension to the existing H-frame structure.

The new building addition is required by January 1, 1971 to provide much needed channels for the interisland service and for the implementation of the Direct Distance Dialing System in 1972.

* * * *

EXHIBIT I

Receiver Site
1970 CDUA OA-70/7/6-135
Building Addition

DOCUMENT CAPTURED AS RECEIVED

Cons. Dist. Appl. No. # 135

September 2, 1970

Mr. George Kaneko
Building Engineer
Hawaiian Telephone Company
P. O. Box 2200
Honolulu, Hawaii 96805

Dear Mr. Kaneko:

Subject: Conservation District Use Application

At its meeting of August 28, 1970, the Board of Land and Natural Resources approved your three applications for public utility use within the Conservation District. The conditions of the Board's approval were as follows:

1. CDUA OA-70/7/6-133, tower and building addition at Kokohead, Oahu:
 - a. The applicant shall comply with sections 2C and 2F of Regulation No. 4;
 - b. Cleared areas shall be replanted as soon as possible;
 - c. Building and tower structure be painted to blend with the surrounding area as much as possible.

The application was also amended to include a 36-foot high H-frame structure as required by the FAA.

2. CDUA OA-70/7/6-134, building addition at Tantalus, Oahu - TMK: 2-5-19:14
 - a. The applicant shall comply with sections 2C and 2F of Regulation No. 4;
 - b. The applicant shall coordinate the location of the new driveway with the Division of Forestry.

Mr. George Kaneko

-2-

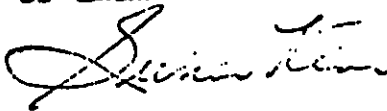
September 2, 1977

3. CDUA OA-70/7/6-135, building addition at Tantalus, Oahu -
TMK: 2-5-19:13
 - a. The applicant shall adhere to Sections 2C and 2E of
Regulation No. 4;
 - b. A wall of bamboo shall be left to conceal view of
the building from the rear;
 - c. There shall be no obstruction to those using the
area for hiking.

Should you have any questions regarding the Board's decision
or any conditions of the approval, please feel free to contact
us.

Very truly yours,

BOARD OF LAND AND NATURAL RESOURCES



SUNAO KIDO
Chairman and Member

cc: City & County Planning Dept.
Board of Water Supply
Department of Health

bcc: All Divisions

R
GS:EU:lkt

DOCUMENT CAPTURED AS RECEIVED

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Honolulu, Hawaii

July 31, 1970

File No. ~~OA-70/7/6-134~~
and OA-70/7/6-135

Mr. George Kaneko
Bldg. Engineer
Hawaiian Telephone Co.
P. O. Box 2200
Honolulu, HI 96805

We are in receipt of your application for public utility
communications use within the Conservation District, Island
of OWHU, Zone Map Designation OA-Honolulu,
and identified by Tax Map Key 2-5-19.14 and 2-5-19.13

Following review by the Department, and Board action, you
will be notified of the approval or disapproval of your requested
use.

Should you have any additional information regarding your
application, please write to us, referring to the above file
number.

Very truly yours,

BOARD OF LAND AND NATURAL RESOURCES



SUNAO KIDO
Chairman and Member

cc: LUC

DOCUMENT CAPTURED AS RECEIVED

HAWAIIAN TELEPHONE COMPANY - TANTALUS RECEIVER BUILDING ADDITION JULY 1970

Dept. of Land & Natural Resources
State of Hawaii
P. O. Box 621
Honolulu, Hawaii 96809

THIS SPACE FOR DLNR USE ONLY	
Date Application & Fee Received by DLNR:	<u>7/6/70</u>
Date Application Acted Upon by Board, DLNR:	_____
Zone Map	<u>29-4-1-1-1</u>
File No.	<u>29-4-1-1-1-1</u>

USE APPLICATION WITHIN THE CONSERVATION DISTRICT

(X) (We) hereby request Public Utility Communications Building use (X) (We) of land(±) within the Conservation District in the County of Oahu, Island of Oahu, Conservation District Zone Map Designation Tantalus 29-4-1-1-1, identified by Tax Map Key 2-5-19:13, and consisting of 46.446 ± and/or _____ acres.

APPLICANT'S INTEREST IN SUBJECT PROPERTY: (Check One)

Fee _____ Lessee X Sub-Lessee _____ Other _____

PROPOSED PRELIMINARY PLAN:

(Attach proposed preliminary plan as Attachment "A")

PROPOSED CONDITIONS OF USE:

(Attach sheet(s) describing use and/or uses and proposed conditions and/or standards of performance as Attachment "B")

PROPOSED DEVELOPMENT SCHEDULE:

(Attach proposed development schedule sheet(s) as Attachment "C")

FEE:

(Attach application fee -- \$10 for permitted uses; all other uses \$20)

Signature(s) OWNER: George Kaneko
George Kaneko, Buildings Engineer
HAWAIIAN TELEPHONE COMPANY
Address: P. O. Box 2200
Honolulu, Hawaii 96805
Telephone: 546-3632
Date: July 2, 1970

DOCUMENT CAPTURED AS RECEIVED

HAWAIIAN TELEPHONE COMPANY - TANTALUS RECEIVER BUILDING - APPLICATION JULY 1970

Dept. of Land & Natural Resources
State of Hawaii
P. O. Box 621
Honolulu, Hawaii 96809

THIS SPACE IS TO BE USED ONLY	
Date Application & Fee Received by DLNR:	_____
Date Application Acted Upon by Board, DLNR:	_____
Zone Map	_____
File No.	_____

USE APPLICATION WITHIN THE CONSERVATION DISTRICT

(I) (We) hereby request Public Utility Communications Building use (b) of land(s) within the Conservation District in the County of Oahu, Island of Oahu, Conservation District Zone Map Designation Tantalus, identified by Tax Map Key 2-5-19:13, and consisting of 46.445 and/or _____ acres.

APPLICANT'S INTEREST IN SUBJECT PROPERTY: (Check One)
Fee _____ Lessee Sub-Lessee _____ Other _____

PROPOSED PRELIMINARY PLAN:

(Attach proposed preliminary plan as Attachment "A")

PROPOSED CONDITIONS OF USE:

(Attach sheet(s) describing use and/or uses and proposed conditions and/or standards of performance as Attachment "B")

PROPOSED DEVELOPMENT SCHEDULE:

(Attach proposed development schedule sheet(s) as Attachment "C")

FEE:

(Attach application fee -- \$10 for permitted uses; all other uses \$20)

Signature(s) OWNER: George Kameka
George Kameka, Building Engineer
HAWAIIAN TELEPHONE COMPANY
Address: P. O. Box 2220
Honolulu, Hawaii 96805
Telephone: 646-7677
Date: July 2, 1970

ATTACHMENT "B"
July 1970

HAWAIIAN TELEPHONE COMPANY
TANTALUS RECEIVER BUILDING ADDITION

PROPOSED CONDITIONS OF USE:

The new building addition is required to house additional radio equipment for the upgrading of satellite communications between Oahu and the continental United States via the Windward Route Microwave System. This upgrading is indirectly related to the Direct Distance Dialing System.

The building addition, which will be a permanent communications facility, will be a 14'-4" wide by 12'-8" long, one-story reinforced concrete and hollow block structure.

As the new structure will be designed to fit the existing terrain, no grading changes and clearing will be required.

Our existing facilities include a single-story 503 sq. ft. concrete-masonry building and a 37'-6" high steel tower.

* * * *

ATTACHMENT "C"
July 1970

HAWAIIAN TELEPHONE COMPANY
TANTALUS RECEIVER BUILDING ADDITION

PROPOSED DEVELOPMENT SCHEDULE:

At this time, we anticipate no future additions to the building and tower structures.

The new building addition is required by January 1, 1971 to provide much needed channels for the satellite communication, and indirectly for the implementation of the Direct Distance Dialing System in 1972.

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EXHIBIT J

Transmitter Site
1970 CDUA OA-70/9/15-146
New Antenna

JOHN A. BURNS
GOVERNOR OF HAWAII



STATE OF HAWAII

DEPARTMENT OF LAND AND NATURAL RESOURCES
P. O. BOX 621
HONOLULU, HAWAII 96809

February 2, 1971

DIVISIONS:
CONVEYANCES
FISH AND GAME
FORESTRY
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

RECEIVED
FEB 2 1971

HAWAIIAN TELEPHONE COMPANY
BUSINESS NEEDS MANAGEMENT DEPT.

Hawaiian Telephone Company
c/o Mr. George Kaneko
Building Engineer
P. O. Box 2200
Honolulu, Hawaii 96805

Gentlemen:

Conservation District Use Application
for Public Utility Communication Use,
at Tantalus, Oahu, TMK 2-5-19:14,
OA-70/9/15 - 146

At its meeting of December 11, 1970, the Board of Land and Natural Resources approved the subject application. The Board's approval was made subject to the following conditions of use:

1. The applicant shall submit to the Department of Land and Natural Resources for approval, a plan for revegetating any areas disturbed during construction work, thirty (30) days after approval of the Use Requested. All revegetation shall be implemented within six months of the completion of the construction work.
2. The applicant shall comply with the Department of Health's sanitary regulations for doing work within Watershed areas.
3. As soon as the antenna has been placed on the pole, the applicants shall paint the antenna color which will blend with the environment of the area. Should this method of concealing the antenna prove ineffective, the applicants shall immediately apply the alternate as required by the Division of Forestry.

Hawaiian Telephone Co.

-2-

February 2, 1971

4. The applicant shall comply with Sections 2(C) and 2(F) of Regulation No. 4.

We are enclosing two copies of the approved construction plans and the signed building permit.

Should you have questions regarding any of the above conditions, please contact our Planning Office at 548-7417 or 548-7519.

Very truly yours,

BOARD OF LAND AND NATURAL RESOURCES



SUNAO KIDO
Chairman and Member

encl.

cc: C&C Planning Dept.
C&C Board of Water Supply
Dept. of Health
Land Use Commission

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Honolulu, Hawaii

September 28, 1970

File No. OA-70/9/15-146

Mr. George Kaneko
Bldg. Engineer
Hawaiian Telephone Company
P. O. Box 2200
Honolulu, Hawaii 96805

Dear Mr. Kaneko:

We are in receipt of your application for Public Utility
Communication use within the Conservation District, Island
of Oahu, Zone Map Designation OA-Honolulu
and identified by Tax Map Key 2-5-19-14.

Following review by the Department, and Board action, you
will be notified of the approval or disapproval of your requested
use.

Should you have any additional information regarding your
application, please write to us, referring to the above file
number.

Very truly yours,

BOARD OF LAND AND NATURAL RESOURCES



SUNAO KIDO
Chairman and Member

cc: Land Use Commission

DOCUMENT CAPTURED AS RECEIVED

HAWAIIAN TELEPHONE COMPANY - TANTALUS TRANSMITTER SITE - NEW H-FRAME

SEPTEMBER 1970

THIS SPACE FOR DLNR USE ONLY

Dept. of Land & Natural Resources
State of Hawaii
P. O. Box 621
Honolulu, Hawaii 96809

Date Application & Fee
Received by DLNR: _____
Date Application Acted Upon
by Board, DLNR: _____
Zone Map _____
File No. _____

USE APPLICATION WITHIN THE CONSERVATION DISTRICT

(We) hereby request Public Utility Communication use of land within the Conservation District in the County of Oahu, Island of Oahu, Conservation District Zone Map Designation Tantalus, identified by Tax Map Key 2-5-19:14, and consisting of 36.651 and/or _____ acres.

APPLICANT'S INTEREST IN SUBJECT PROPERTY: (Check One)

Fee _____ Lessee Sub-Lessee _____ Other _____

PROPOSED PRELIMINARY PLAN:

(Attach proposed preliminary plan as Attachment "A")

PROPOSED CONDITIONS OF USE:

(Attach sheet(s) describing use and/or uses and proposed conditions and/or standards of performance as Attachment "B")

PROPOSED DEVELOPMENT SCHEDULE:

(Attach proposed development schedule sheet(s) as Attachment "C")

FEE:

(Attach application fee -- \$10 for permitted uses; all other uses \$20)

Signature(s) OWNER: George Kaneko
George Kaneko, Buildings Engineer
HAWAIIAN TELEPHONE COMPANY
Address: P. O. Box 2200
Honolulu, Hawaii 96805
Telephone: 546-3632
Date: September 14, 1970

DOCUMENT CAPTURED AS RECEIVED

ATTACHMENT "B"
September 1970

HAWAIIAN TELEPHONE COMPANY
TANTALUS TRANSMITTER SITE NEW H-FRAME

PROPOSED CONDITIONS OF USE:

The new H-frame, which serves as the link between the Koko Head Radio Station and the Main Alakea Equipment Building, is required for upgrading the telephone service between Oahu, Molokai, Maui and Hawaii, and for implementation of the Direct Distance Dialing System in Hawaii.

The H-frame, which will be a permanent communications facility, will be a 25 ft. high wood-framed structure with the vertical poles embedded in the earth.

No grading changes or clearing will be required as the foundation will be designed to fit the existing terrain.

Our existing facilities include a single-story 794 sq. ft. concrete-masonry building, a 75 ft. high steel tower, and a 16 ft. high wooden H-frame structure.

* * * *

DOCUMENT CAPTURED AS RECEIVED

ATTACHMENT "C"
September 1970

HAWAIIAN TELEPHONE COMPANY
TANTALUS TRANSMITTER SITE NEW H-FRAME

PROPOSED DEVELOPMENT SCHEDULE:

No future additions to the H-frame structure is anticipated.

The new H-frame structure is required by January 1, 1971 to provide the link between our Koko Head Radio Station and the Main Alakea Building and to provide much needed channels for the inter-island service and for the implementation of the Direct Distance Dialing System in 1972.

* * * *

EXHIBIT K

Receiver Site
1971 CDUA OA-71/3/31-188
31-Foot Tower/Antenna

JOHN A. BURNS
GOVERNOR OF HAWAII



STATE OF HAWAII

DEPARTMENT OF LAND AND NATURAL RESOURCES
P. O. BOX 621
HONOLULU, HAWAII 96809

DIVISIONS:
CONVEYANCES
FISH AND GAME
FORESTRY
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

November 5, 1971

Ref: OA-71/3/31-188

Hawaiian Telephone Company
P. O. Box 2200
Honolulu, Hawaii 96805

Attention: Mr. George Kaneko

Gentlemen:

Subject: Conservation District Use Application for
Public Utility Communication Use at
Tantalus, Oahu

Enclosed is a copy of the Board of Land and Natural
Resource's Findings of Fact and Decision and Order on the
subject application.

Should you have any questions regarding this document,
please feel free to contact our Planning Office at 548-7417.

Sincerely yours,

BOARD OF LAND AND NATURAL RESOURCES

A handwritten signature in cursive script, appearing to read "Sunao Kido".

SUNAO KIDO
Chairman and Member

Encls.

cc: Board Members
Mr. K. Akita

State of Hawaii
DEPARTMENT OF LAND AND NATURAL RESOURCES
Honolulu, Hawaii

November 5, 1971

FINDINGS OF FACT, AND DECISION AND ORDER
APPLICATION FROM HAWAIIAN TELEPHONE COMPANY

I. THE APPLICATION

An application for public utility communication use at Tantalus, Oahu, was submitted by Hawaiian Telephone Company on March 31, 1971.

A public hearing was held by the Board on August 27, 1971, in accordance with Section 183-41, Hawaii Revised Statutes, as amended by Act 264, SLH 1969.

II. FINDINGS OF FACT

On the basis of the evidence presented, the Board finds:

1. Use Requested: Public utility communication (antenna and H-frame)
2. Location: Within an existing Hawaiian Telephone Company communication facility at Tantalus, Oahu, TMK: 2-5-19:13.
3. Area: Approximately 46,446 sq.ft.
4. Subzone: General Use. Use Requested is a permitted use within this subzone.
5. Description of area: Vegetation is predominantly bamboo. Topography is flat. Existing facilities include a 686 sq.ft. single story concrete masonry building, a 37.5 ft. high steel tower, a concrete driveway and turn-around area. Access is through a telephone company private road off Tantalus Drive.
6. Description of Use: Hawaiian Telephone proposes to construct a 31 ft. high wooden H-frame structure. The H-frame will hold a 10 ft. diameter parabolic antenna at the 25.5 ft. level.

The proposed H-frame will be constructed approximately 20 ft. southeast of the existing building.

This antenna will be used in a microwave propagation test between Mt. Tantalus, and Ulupalakua, Maui. The test will last up to two years and will determine the reliability of a high density path to Maui. If the test proves the path is reliable, it will be used to increase the channel capacity between Oahu and Maui as an alternate route for the inter-island link.

No grading or other changes to the terrain will be required for the H-frame.

Any future antenna additions or other structures will depend on the results of the propagation tests. If the tests prove reliable, the 10 ft. antenna may be replaced with a 15 ft. antenna, and a 6 ft. antenna may be added to the 37.5 ft. high steel tower.

If the test proves unsuccessful, the test structure will be dismantled and the area will be put back to its original condition.

Hawaiian Telephone states that the antenna height must be over 25 ft. to clear the treetops. The other alternative would be to top the trees in the area to maintain a line-of-sight for the antenna if a shorter tower is used.

7. The City and County of Honolulu Planning Department has no objections provided that the tower's height is consistent with the Comprehensive Zoning Code which provides for a 25 ft. maximum height in the P-1 District. They suggest that clearance be obtained from the FCC and FAA.

Hawaiian Telephone states that they have applied to the City and County for a waiver of the 25 ft. maximum height requirement.

They also state that they have received FCC approval for the use. FAA approval is not required since there are higher towers existing in the area.

8. The Division of State Parks points out that the surrounding area is being planned as a State Park and Hawaiian Telephone should minimize any visual intrusion to the proposed park area.
9. The Division of Forestry recommends denial of the application, unless a comprehensive development plan is submitted by the applicant.

Hawaiian Telephone states that they are in the process of preparing a general plan and it will be submitted to the Department in September. (The Master Plan has been submitted)

10. Comments received indicate that there are no other objections to the application.

November 5, 1971

III. DECISION AND ORDER

Based on the available facts, it is the Board's opinion that the Use will not cause any harmful effect to the environment of the Conservation District; the facility will augment and improve communication service in the State. Accordingly, it is the Decision of the Board of Land and Natural Resources that the application for public utility communication use be approved.

It is the further decision of the Board, that this approval be subject to the following conditions:

1. Prior to initiating construction of the test facility, Hawaiian Telephone shall submit a master plan on telephone communications for the Island of Oahu to the Department of Land and Natural Resources.
2. All construction plans for the test structure shall be subject to DLNR approval. Any subsequent addition and/or construction work following the test shall be subject to the approval of the Board.
3. Should the test prove unsuccessful, all test structures shall be removed, and the area shall be restored to its original condition.
4. The applicant shall obtain approval from the City and County Building Department to construct the 31 ft. tower.
5. The applicant shall submit a performance bond for 50% of the construction cost of the project.
6. All debris from the construction work shall be disposed of at approved sanitary disposal sites.
7. The applicant shall adhere to Sections 2C and 2F of Regulation No. 4.

I hereby certify that this is the Findings of Fact, and Decision and Order rendered by the Board of Land and Natural Resources on September 10, 1971.

Dated at Honolulu, Hawaii, this 5th day of November, 1971.

BOARD OF LAND AND NATURAL RESOURCES



SUNAO KIDO
Chairman and Member

EXHIBIT L

Receiver Site
1978 CDUA Amendment
New Antennas

Raymond Hee C/m

GEORGE R. ARIYOSHI
GOVERNOR OF HAWAII



W. Y. THOMPSON, Chairman
~~GOVERNOR OF HAWAII~~
BOARD OF LAND & NATURAL RESOURCES
EDGAR A. HAMASU
DEPUTY TO THE CHAIRMAN

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
P. O. BOX 621
HONOLULU, HAWAII 96809

DIVISIONS:
CONVEYANCES
FISH AND GAME
FORESTRY
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

June 8, 1978

REF: OA-70/7/6-135

Mr. Ernest T. Yuasa
Engineering Manager
Hawaiian Telephone Co.
P. O. Box 2200
Honolulu, HI 96841

JUN 11 1978
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

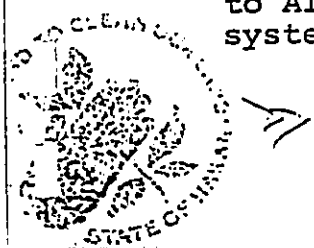
Dear Mr. Yuasa:

This is to acknowledge receipt of your June 1, 1978 letter, and attached plans, requesting permission to reinforce the existing Hawaiian Telephone Company facilities on State-owned property identified as TMK 2-5-19:13 at Tantalus, Oahu.

The existing facilities presently consist of a 31' high wooden H-frame structure and 37'-6" high steel tower, both of which are to be strengthened to support new parabolic antennas.

For the H-frame structure, we understand that the work involves only the replacement of the horizontal wooden bracings with new steel bracing, followed by the installation of a 15' diameter dish antenna. According to your explanation, the new antenna is required for a new Oahu-Maui-Hawaii interisland microwave system to provide needed communication channels to Maui and Hawaii for service improvement and an alternate system which will prevent isolation of both islands should the existing system fail.

Improvements to the existing steel tower, we understand, includes the replacement of some diagonal bracing with stronger members, and the installation of new knee bracings and new footings at the foundation. Reinforcement is to accommodate one additional 8' antenna to Puu Papaa, Kaneohe and a 6' antenna to Alakea Street which will be used for a new digital microwave system between windward Oahu and Honolulu area. This new system



Mr. Ernest T. Yuasa
Page 2
June 8, 1978

will provide communication channels for service improvement, will provide route diversity by supplementing the trunk cable along Pali Highway, and will replace the existing trunk cable over Likelike Highway which has become obsolete and costly to maintain.

We further understand that the improvements will be confined to the existing structures within the site while having a minimal effect on the environment. Excavated areas around the steel tower will be restored to original conditions.

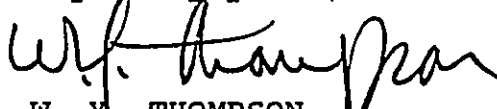
As you are aware, an application filed by Hawaiian Telephone Company for the site was earlier approved for communications use by the Land Board on August 28, 1970. We have, after reviewing our files, determined the above described improvements to be consistent with the approved use of the site.

As a consequence, although no further requirements of Section 183-41, HRS will be applicable in this instance, compliance with the conditions of use as imposed, is expected. In this regard, we request that two additional copies of final construction drawings be submitted for review and approval by the Chairman.

Since the site is a portion of General Lease No. 3429, we feel it advisable that you consult the Division of Land Management of this department, before proceeding with construction, to insure no conflict with the trunk and conditions of the lease. We suggest, also, a fire contingency plan for implementation during construction.

We appreciate your cooperation on the matter and hope this letter alliviates your concerns on conservation district use procedures. Should you have any questions, feel free to contact Mr. Len Bautista of our Planning Office at 548-7837.

Very truly yours,



W. Y. THOMPSON
Chairman of the Board

cc: Oahu Board Members
→ Oahu Land Agent

R. Hee 4/n A202

GEORGE R. ARIYOSHI
GOVERNOR OF HAWAII



W. Y. THOMPSON, Chairman
BOARD OF LAND & NATURAL RESOURCES

EDGAR A. HAMASU
DEPUTY TO THE CHAIRMAN

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
P. O. BOX 621
HONOLULU, HAWAII 96809

DIVISIONS:
CONVEYANCES
FISH AND GAME
FORESTRY
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

July 5, 1978

Ref: OA-70/7/6-135

Mr. Ernest T. Yuasa
Engineering Manager
Land and Buildings
Hawaiian Telephone Co.
P. O. Box 2200
Honolulu, Hawaii 96841

JUN 7 9 49 AM '78

Dear Mr. Yuasa:

Receipt of your June 19, 1978 letter and three copies of the final construction drawings plus fire protection measures for reinforcement of the Tantalus Receiver site is acknowledged.

We understand, that since our letter of June 8, 1978 on the project, the existing 4' diameter antenna will be moved from its present position at the 32' level to the 42' level of the steel tower. As originally proposed, the 4' diameter was to be placed at 24' level to allow space for a new 6' antenna. The change, we note is to eliminate constant trimming of the fast growing bamboo growth nearby to maintain line of sight clearance.

It is our understanding that the changes will not alter reinforcement plans; that the FCC has been advised of the changes which is also in compliance with FAA regulations.

After reviewing this latest change, our position is the same as that expressed in our letter of June 8, 1978. We therefore return enclosed two copies of the approved plans and request your compliance with the conditions of use as approved.



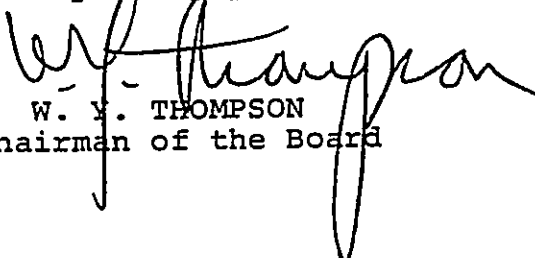
Mr. Ernest T. Yuasa
Page 2
July 5, 1978

However, in view of comments by the Division of Forestry, we strongly urge that special precautions be taken during the work activities particularly where excavation will be performed for tree bracing installations. Specifically, indiscriminate ground disturbance and damage to the bamboo forest should be avoided. Be reminded, also, that the additional improvements must be painted to blend with the existing environment in compliance with the conditions of approved use.

Finally, the Divisions of Land Management and Forestry are to be notified prior to the State of work on the project.

Thank you for your cooperation. Should there be any questions, feel free to contact Mr. Len Bautista of our Planning Office at 548-7837.

Very truly yours,


W. Y. THOMPSON
Chairman of the Board

cc: Oahu Board Members
Oahu Land Agent

EXHIBIT M

Transmitter Site
1980 Letter of Approval
42-foot Tower, Building
Addition

GEORGE R. ARIYOSHI
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
P. O. BOX 621
HONOLULU, HAWAII 96809

SUSUMU ONO, CHAIRMAN
BOARD OF LAND & NATURAL RESOURCES

EDGAR A. HAMASU
DEPUTY TO THE CHAIRMAN

DIVISIONS:
CONSERVATION AND
RESOURCE ENFORCEMENT
CONVEYANCES
FISH AND GAME
FORESTRY
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

RECEIVED
DIVISION OF
PERMITS
NOV 19 1980

December 10, 1980

REF. NO.: CPO-2397

Mr. Calvin Choy
Engineering Manager-Land & Buildings
Hawaiian Telephone
P.O. Box 2200
Honolulu, Hawaii 96841

Dear Mr. Choy:

Thank you for your letter of November 5, 1980 relating to a proposed generator room addition and proposed tower replacement located on Tantalus: TMK 2-5-19: 13 and 14.

It is our understanding that your use of these State lands is covered by a 65-year lease (G.L. S-4588) for the purpose of a telecommunications facility. This lease was initially entered into in 1952, prior to the effectuation of Departmental Regulation No. 4 in 1964.

Further, under Chapter 183-41, Hawaii Revised Statutes, as amended, we do not envision a new change or expansion of existing use of the site. Therefore no Conservation District Use Application (CDUA) relating to land use is required for this purpose.

As such your use of the land for telecommunication purposes is nonconforming or "grandfathered" under Departmental Regulation No. 4.

However, as you suggest, any construction plans do require the approval by this Department prior to effectuation of the project. In this regard, we bring your attention to Exhibit E (wooden, H-frame to be replaced by a 42' steel tower) and Exhibit F (transmitter building) which shows the existing H-frame tower to remain. This apparent inconsistency should be resolved prior to submission of your construction plans insofar as the lack



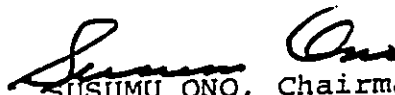
27

Mr. Calvin Choy
Page 2
December 10, 1980

of further land use requirements by our Department is predicated partially upon the replacement of the existing wooden H-frame.

We trust this alleviates your immediate concern. Should you have any questions, please contact Mr. Roger C. Evans or my staff at 548-7837.

Very truly yours,



SUSUMU ONO, Chairman
Board of Land and Natural Resources

cc: Division of Land Management

EXHIBIT N

Transmitter/Receiver Site
1989 Emergency Authorization
Antenna Replacement

DOCUMENT CAPTURED AS RECEIVED

JOHN WAIHEE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

P. O. BOX 621
HONOLULU, HAWAII 96809

WILLIAM W. PATY, CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES

MEMBERS

HERBERT K. LANDGRAF
MANABU TAGOMORI
RUSSELL N. FUKUMOTO

AQUACULTURE DEVELOPMENT
PROGRAM
AQUATIC RESOURCES
CONSERVATION AND
ENVIRONMENTAL AFFAIRS
CONSERVATION AND
RESOURCES ENFORCEMENT
CONVEYANCES
FORESTRY AND WILDLIFE
LAND MANAGEMENT
STATE PARKS
WATER AND LAND DEVELOPMENT

JUN 5 1989

FILE NO.: 89-667
DOC. NO.: 5813E

Mr. Frank C. K. Chang
Engineering Manager
Lands and Buildings
GTE Hawaiian Telephone Company
P. O. Box 2200
Honolulu, Hawaii 96841

Dear Mr. Chang:

SUBJECT: Proposed Improvements to the Tantalus Transmitter Site

EMERGENCY AUTHORIZATION

We are in receipt of your letter of May 11, 1989 which requested emergency authorization to proceed with the construction of minor reinforcing work and the installation of a new 6 ft. diameter antenna on the existing 75 ft. high steel tower at Tantalus, Oahu. As you have identified, the new 6 ft. antenna will replace an existing 4 ft. antenna and will be used to upgrade the existing Hawaiian Telephone Company microwave system between Oahu and Lanai.

Further, you affirm that emergency authorization is requested because of recent increases in trouble reports and maintenance activities and because failure of the equipment may result in total communication outage to Lanai.

Four sets of the project's construction plans have been submitted for review and approval. It is noted that the subject tower is not presently incorporated within an approved CDDA permit. You have agreed with DLNR staff that Hawaiian Telephone Company will submit within 120 days, an amendment to existing CDDA's for other on-site facilities which will include all improvements to the tower scheduled in the next two years.

As such, you are hereby granted Emergency Authorization for minor reinforcing work and the installation of a new 6 ft. diameter antenna on the Tantalus tower, subject to the following conditions:

1. That this work is temporary in nature, to the extent that the emergency relative to system maintenance is resolved;

Mr. Frank C. K. Chang

- 2 -

FILE NO.: 89-667

2. The applicant shall comply with all applicable statutes, ordinances, rules and regulations of the Federal, State and County governments, and applicable parts of Section 13-2-21, Administrative Rules, as amended;
3. The applicant, its successors and assigns, shall indemnify and hold the State of Hawaii harmless from and against any loss, liability, claim or demand for property damage, personal injury and death arising out of any act or omission of the applicant, its successors, assigns, officers, employees, contractors and agents under this permit or relating to or connected with the granting of this permit;
4. That this authorization does not imply any other commitment in the future relating to actions taken on behalf of this authorization;
5. That the applicant shall submit a request to amend previously approved Conservation District Use Applications for the Tantalus transmitter site to include the subject improvements (designed to be permanent improvements). This request shall be submitted within 120 days of this authorization;
6. The applicant shall comply with all applicable Department of Health Administrative Rules;
7. That any and all work shall be initiated immediately upon approval from this Department, and all work shall be completed within 120 days;
8. That the applicant shall be responsible for the removal of all debris and litter from the project and surrounding area generated from the construction and maintenance of the project;
9. That the applicant shall paint all facilities to blend with the surrounding area; and
10. That failure to comply with any of these conditions shall render this Emergency Authorization null and void.

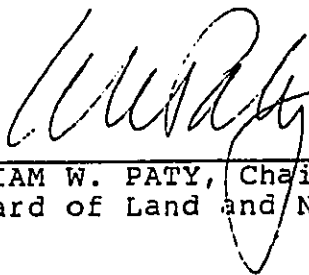
If you have any questions, please feel free to contact assigned staff planner, Edward Henry at 548-7837.

Mr. Frank C. K. Chang

- 3 -

FILE NO.: 89-667

If the conditions relative to the Emergency Authorization meet with your approval, please sign below and return one copy of this authorization to this Department and retain a copy for your record.



WILLIAM W. PATY, Chairperson and Member
Board of Land and Natural Resources

I agree to the conditions relative to the
Emergency Authorization stated above.

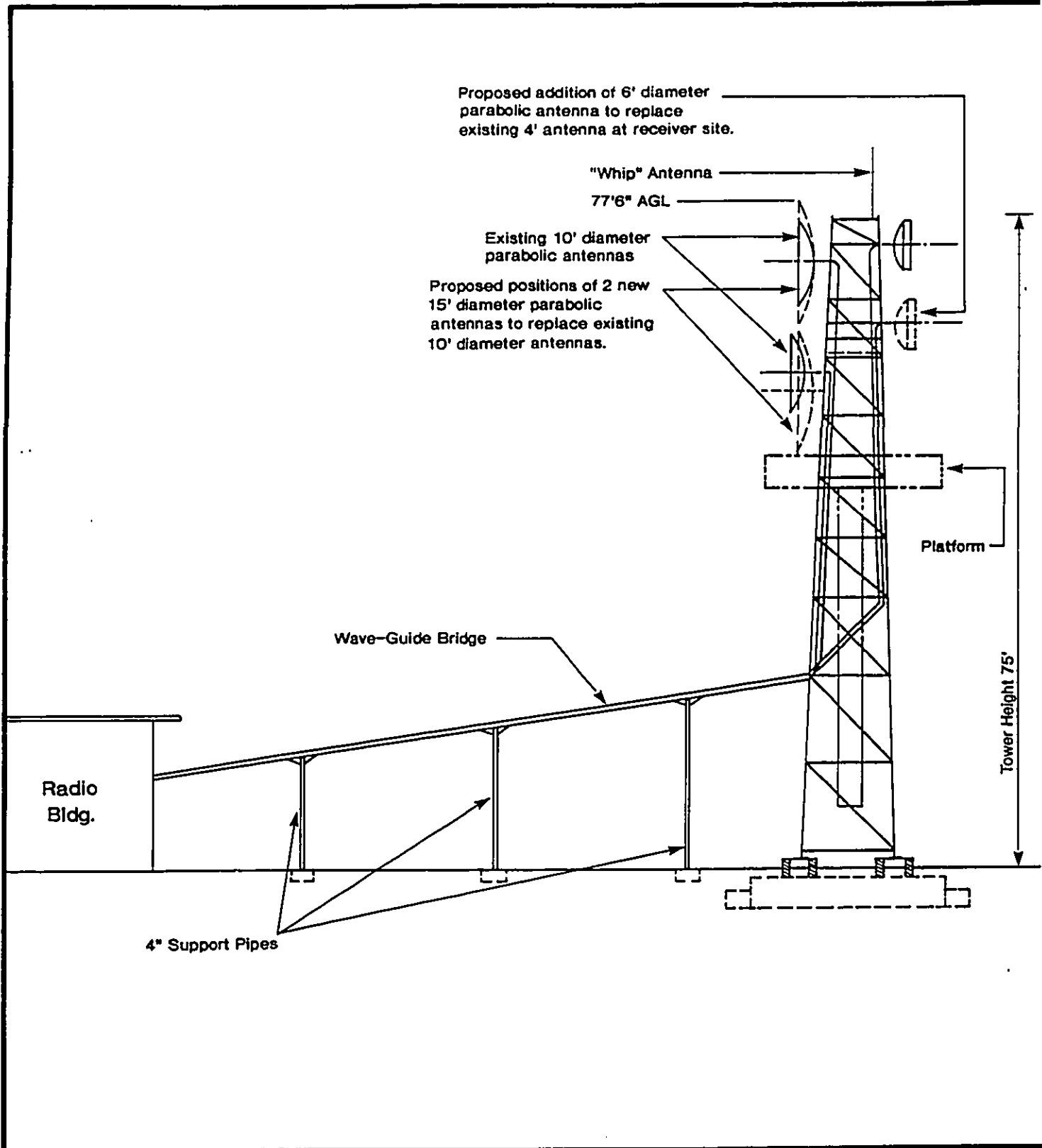
RECEIVED: Mary Matson

Dated 6/19/89

cc: DOCARE

EXHIBIT O

Proposed Antenna
Improvements
75-foot Tower at Transmitter
Site



**TANTALUS
RADIO
ANTENNA
FACILITY**

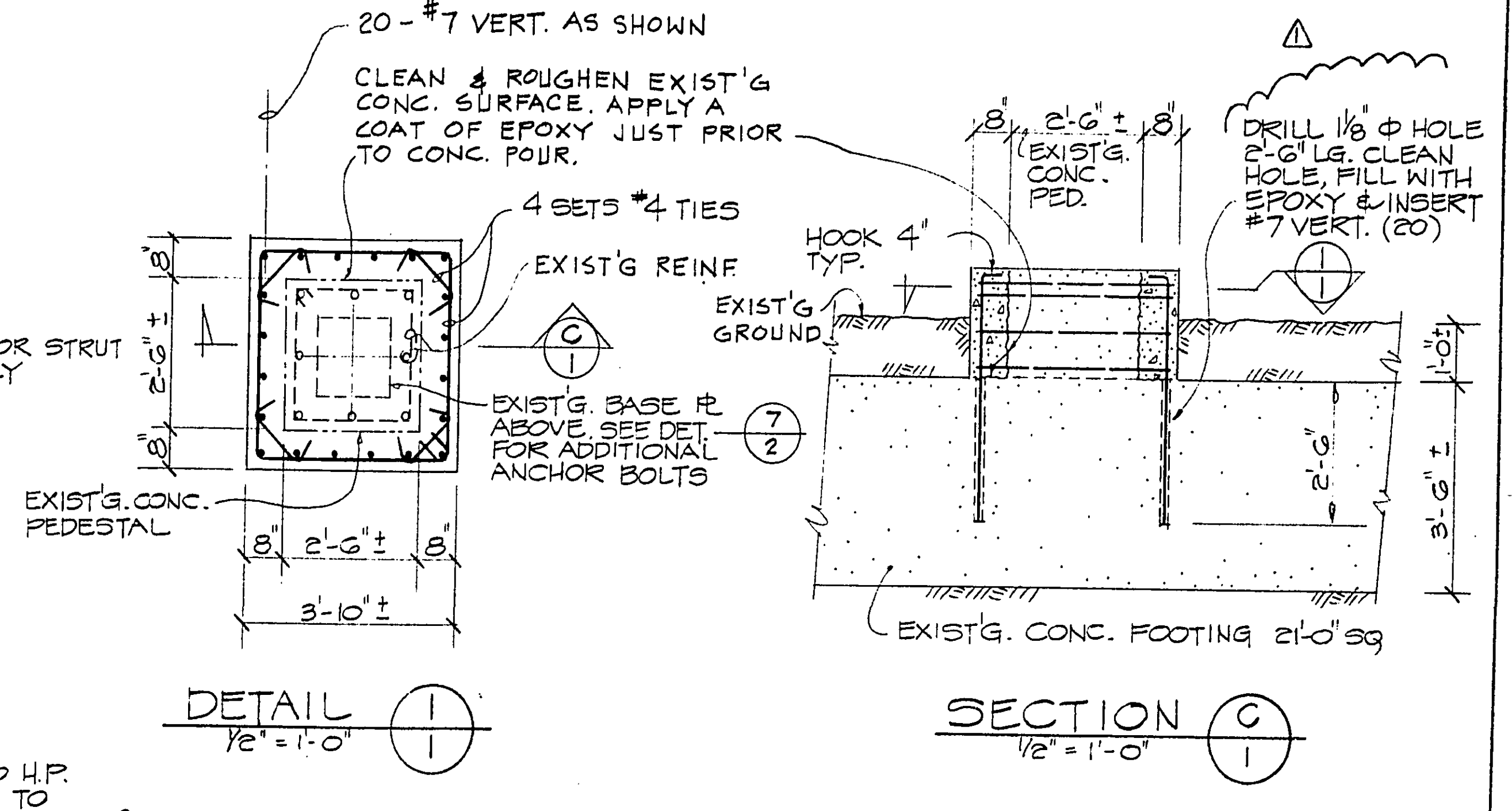
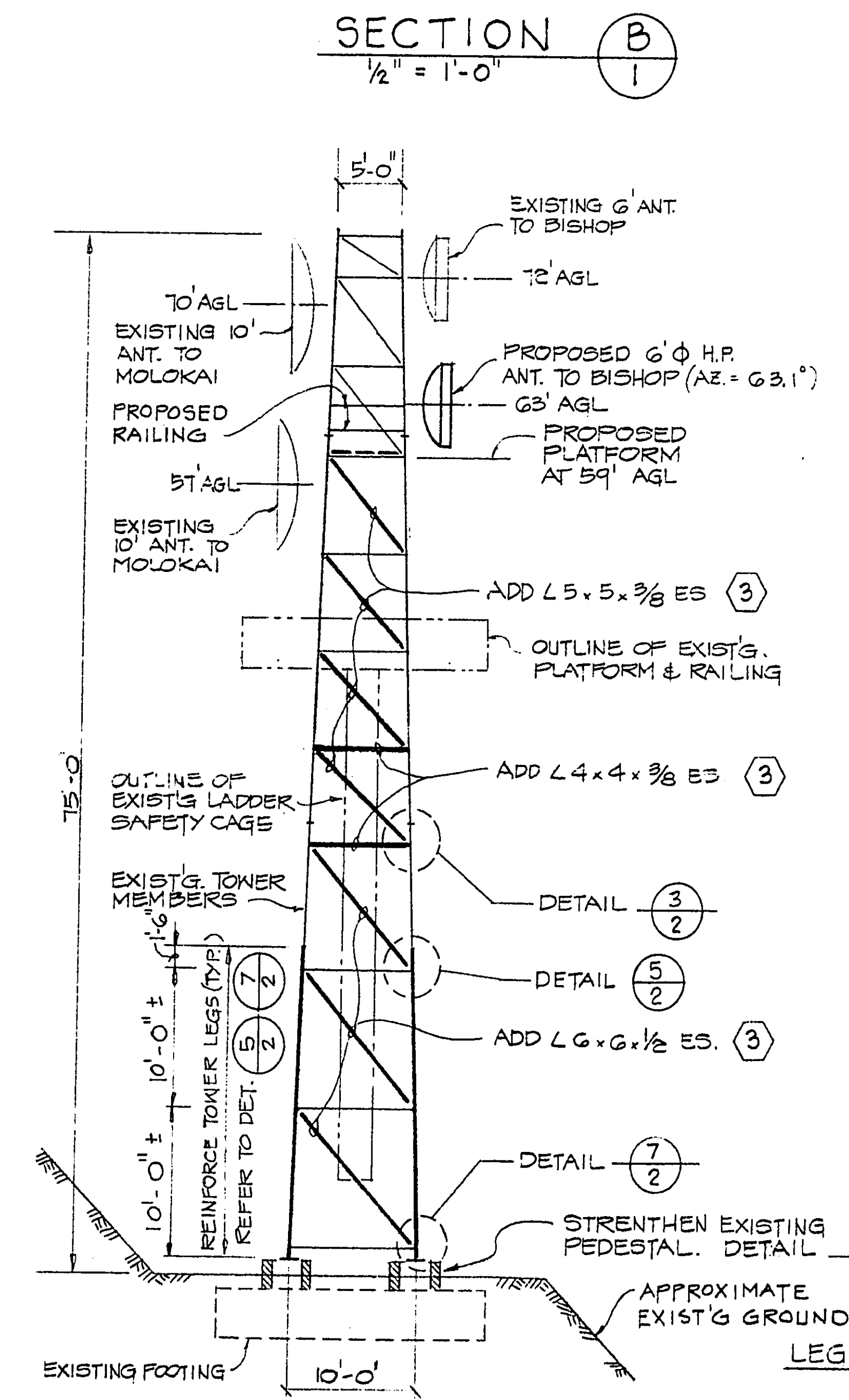
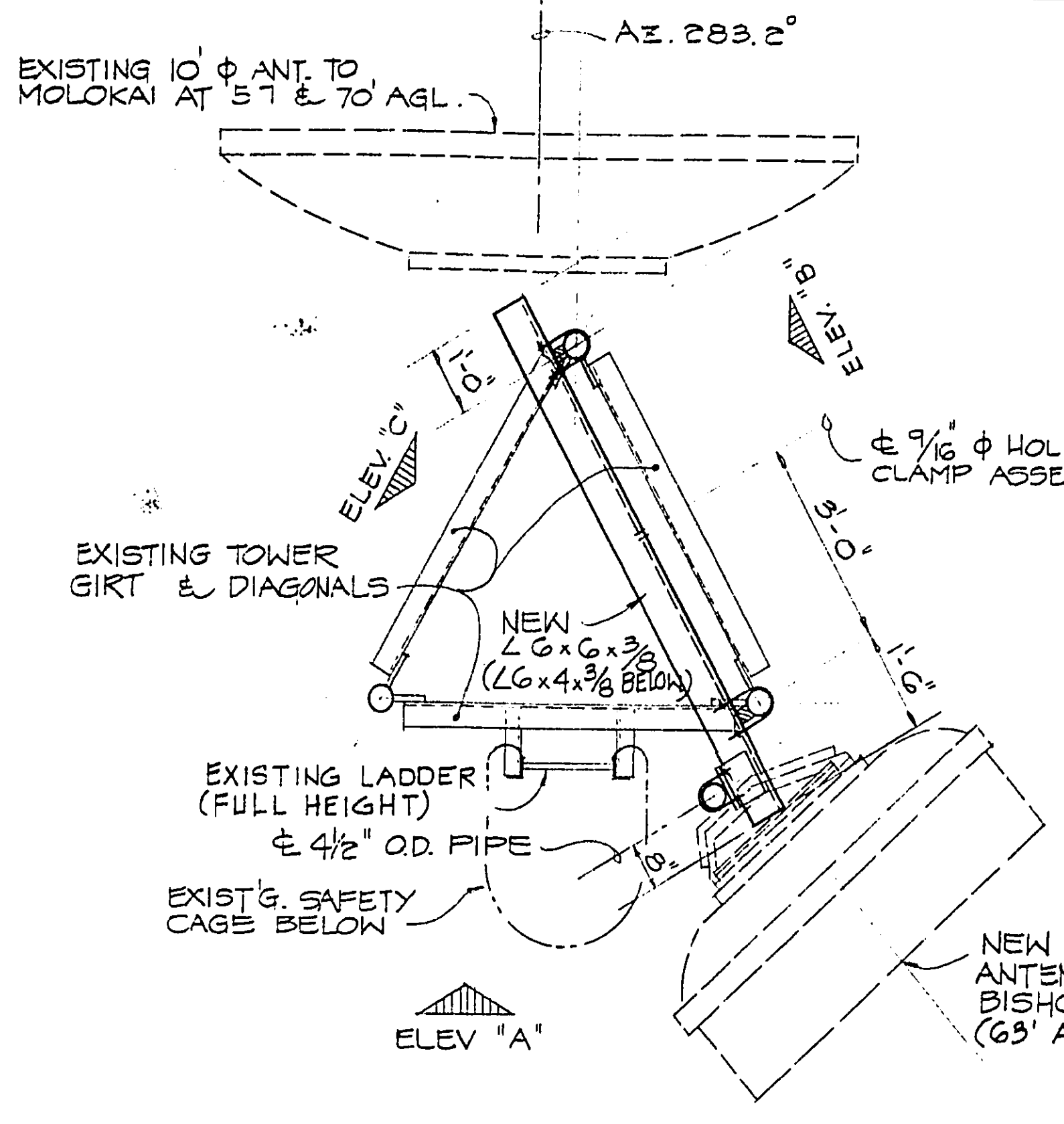
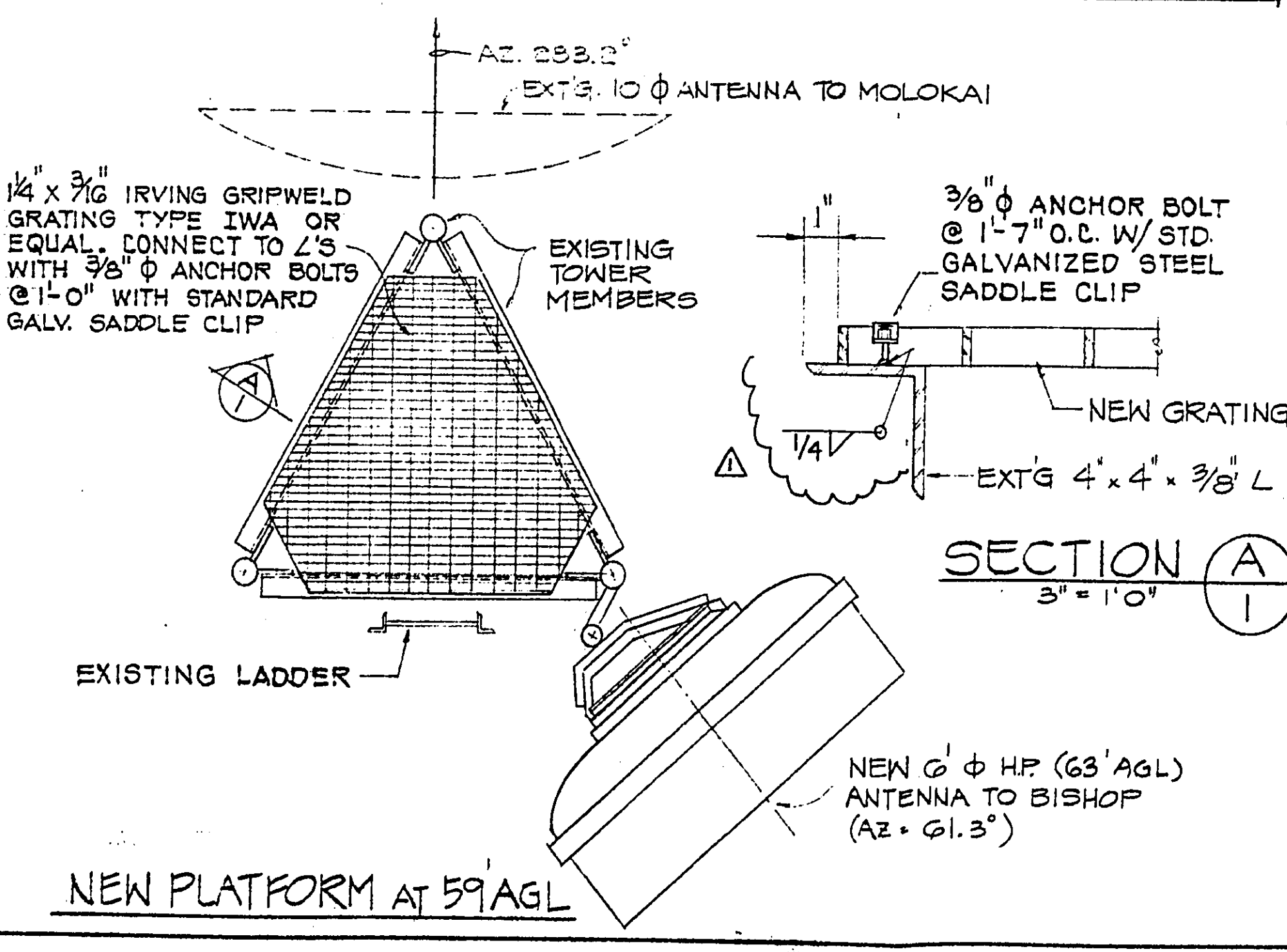
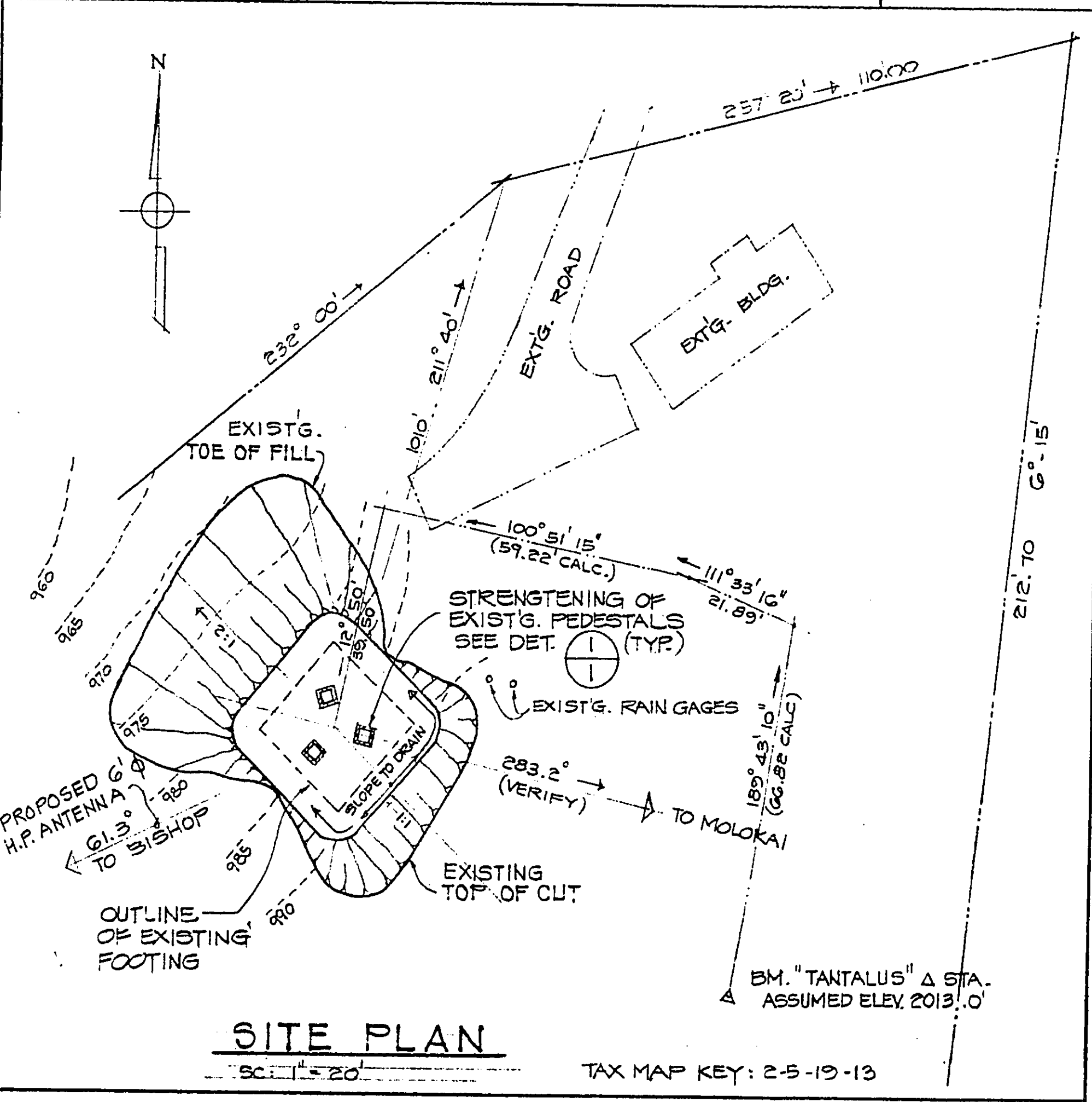
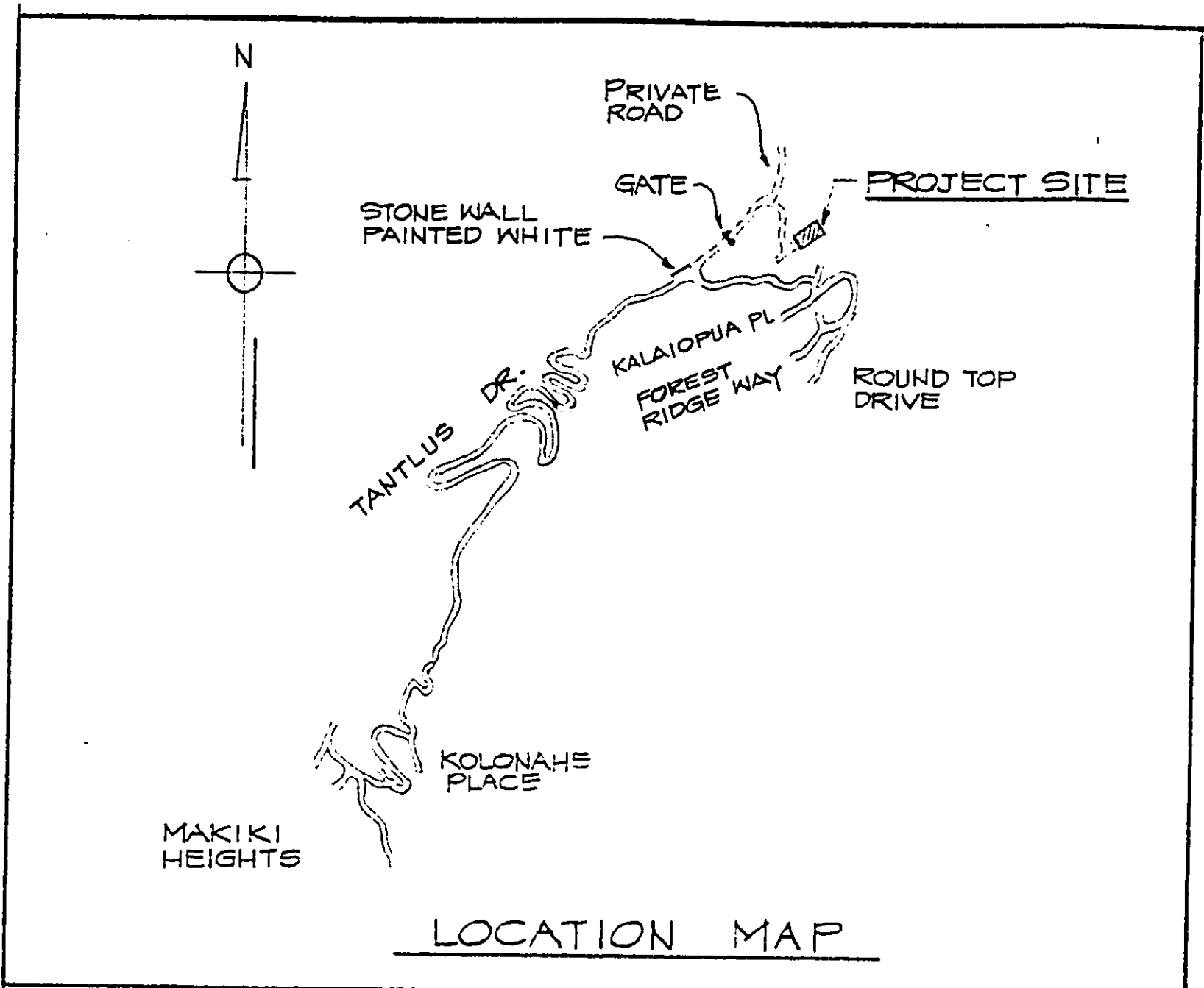
**PROPOSED IMPROVEMENTS
75' TOWER AT
TRANSMITTER SITE**

Prepared for:
GTE HAWAIIAN TELEPHONE
COMPANY INCORPORATED
Prepared by:
Wilson Okamoto
& Associates, Inc.

EXHIBIT P

Construction Plans
Replacement Antenna on
75-foot Tower at
Transmitter Site

92 A



STRUCTURAL NOTES

- I. REINFORCED CONCRETE
 - A. MINIMUM CONCRETE STRENGTH AT 28-DAYS . . . 4000 PSI
 - B. ALL REINFORCING BARS SHALL CONFORM TO ASTM A615, GRADE 60 EXCEPT TIES SHALL BE GRADE 40.
- II. STRUCTURAL STEEL
 - A. STRUCTURAL STEEL SHALL CONFORM TO ASTM A-36.
 - B. STRUCTURAL STEEL PIPES SHALL CONFORM TO ASTM A-53, GRADE B.
 - C. ALL BOLTS SHALL CONFORM TO ASTM A325F AND A490 AS NOTED ON THE PLANS. PROVIDE A HARDENED WASHER ON THE TIGHTENED SIDE OF THE BOLT.
 - D. THE CONTACT SURFACE IN FRICTION-TYPE CONNECTION SHALL BE CLASS D (HOT-DIPPED GALVANIZED AND ROUGHENED). CONTACT SURFACES SHALL BE LIGHTLY SCORED BY WIRE BRUSHING OR BLASTING AFTER GALVANIZING AND PRIOR TO ASSEMBLY.
 - E. ALL WELDING SHALL BE ELECTRIC SHIELDED ARC WELDING USING COATED RODS IN ACCORDANCE WITH THE CURRENT AWS STANDARDS.
 - F. ALL STEEL MEMBERS SHALL BE COMPLETELY CLEANED OF PAINT, GALVANIZING AND FOREIGN MATTER BEFORE WELDING.
 - G. GRATING SHALL BE 1-1/4" x 3/16" IRVING GRIPWELD GRATING TYPE IWA OR APPROVED EQUAL.
 - H. SUBMIT SIX(6) SETS OF SHOP DRAWINGS FOR APPROVAL BY THE ENGINEER BEFORE FABRICATION. INCLUDE ALL SHOP AND ERECTION DETAILS.
- III. GALVANIZING
 - A. ALL STRUCTURAL STEEL MEMBERS, BOLTS AND GRATING SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION EXCEPT IN AREAS TO BE FIELD WELDED.
 - B. AREAS THAT ARE FIELD WELDED OR DAMAGED DURING SECTION OR HANDLING SHALL BE COATED WITH U.S. STEEL COMPANY'S "GALV-WELD" OR APPROVED EQUAL.
- IV. PAINTING (SEE SPECIFICATIONS)
- V. EPOXY
 - EPOXY SHALL BE "SIKADUR 32 HI-MOD" MANUFACTURED BY THE SIKKA CORPORATION OR APPROVED EQUAL.
- VI. CONSTRUCTION NOTES
 - A. ALL WORK SHALL BE DONE IN A FIRST CLASS WORKMANSHIP MANNER BY MEN SKILLED IN THE TRADE IN ACCORDANCE WITH THE APPLICABLE SPECIFICATIONS AND STANDARDS OF THE AISC.
 - B. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS IN THE FIELD BEFORE FABRICATION OF CONSTRUCTION.
 - C. AFTER ALL WORK IS COMPLETED, THE CONTRACTOR SHALL REMOVE ALL UNUSED OR WASTE MATERIALS, DEBRIS, ETC., AND SHALL RESTORE THE SURROUNDING AREA TO ITS ORIGINAL CONDITION.
 - D. THE CONTRACTOR SHALL PROTECT ALL HVC EQUIPMENT (CABLES, ANTENNAE, ETC.) FROM DAMAGE DURING WELDING AND CONSTRUCTION WORK.
- VII. DESIGN WIND VELOCITY 125 MPH
- VIII. "AS-BUILT" DRAWINGS OF THE EXISTING TOWER ARE AVAILABLE AT HAWAIIAN TELEPHONE COMPANY OFFICE.

REV.	BY	DATE	DESCRIPTION
1	L.S.	3-17-89	CLARIFICATION, REVISED HOLE

		TANTALUS TRANSMITTER 75' TOWER REINFORCING TANTALUS OAHU HAWAIIAN TELEPHONE COMPANY ELEVATION, SITE PLAN, STRUCTURAL NOTES & ANTENNA MOUNT, PLATFORM & FDN. PLAN 8829 DATE 3-8-89 SHEET NO. 1 OF 2 SHEETS
--	--	--