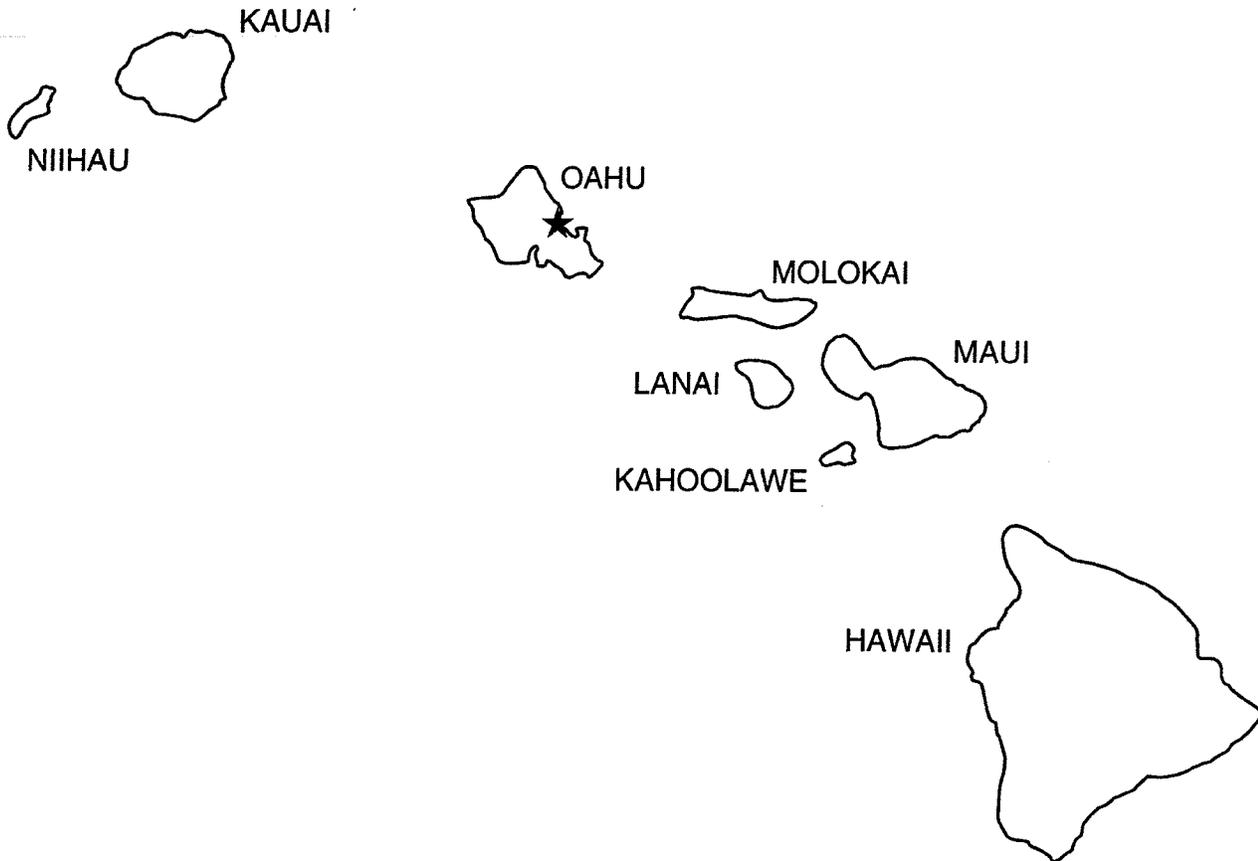


DERP - FUDS Inventory Project Report



Waikane Training Area
Waikane Valley, Island of Oahu, Hawaii
Site No. H09HI035400

United States Army Engineer District
Pacific Ocean Division
Fort Shafter, Hawaii

SITE SURVEY SUMMARY SHEET

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FOR
FORMERLY USED DEFENSE SITES
WAIKANE TRAINING AREA
WAIKANE VALLEY, ISLAND OF OAHU, HAWAII
SITE NO. H09HI035400
31 MAY 1996

SITE NAME(S): Waikane Training Area, also known as Waikane Valley Training Area, Waiahole Training Area, and Waiahole Impact Area.

LOCATION: Waikane Valley, District of Koolaupoko, Island of Oahu, State of Hawaii. Tax map keys of the parcel are first division 4-08-06: 009, and portions of 001 and 008; and 4-08-14: portion of 005. Its site coordinates are 157°52.61'W longitude and 21°30.14'N latitude. Refer to Figures 1 through 3 for the site location and features.

SITE HISTORY: In 1942, the Department of the Army entered into a lease agreement with Lincoln L. McCandless heirs and Waiahole Water Company, Limited for the right to use approximately 1,061 acres in Waikane Valley for advanced offensive warfare training due to the valley's geographic location and rugged terrain. Authorization for the Army to use Waikane Valley continued until July 1953 when the Marine Corps was substituted as lessee under Lease NOM 65801 by and between the trustees of the Estate of Lincoln L. McCandless and Waiahole Water Company, as lessors, and the United States of America represented by the United States Marine Corps. Lease NOM 69811 extended the lease until the end of June 1961 at which time the Marine Corps again renewed its lease with McCandless Estate trustees and Waiahole Water Company. Lease NOM 72376 was, however, revised to also include Charles M. Kamaka et al. as a named lessor following quiet title and partition of McCandless Estate property which granted a portion of land to Kamaka family heirs. Of the 1,061 acres, only 873.644 acres are considered eligible under DERP-FUDS as described below.

The Marine Corps continued to use Waikane Valley as a training area and all weapons, with the exception of tracer ammunition and incendiary shells which were forbidden from use, in excess of .50-caliber were fired into designated impact areas in the valley. OEW in Waikane Valley is evident as early as May 1944 when a 60-mm mortar found in Waikane Valley by several boys killed two and injured two others. This was followed in June 1948 by a public announcement prepared by the commanding officer of United States Army, Pacific Ordnance Services warning individuals entering Waikane Valley to exercise caution due to the potential presence of unexploded ordnance. In May 1963, three children were injured when a rifle grenade exploded after being thrown against a wall. The grenade was reportedly discovered in Waikane Valley and kept as a souvenir by one of the injured children.

In 1975, McCandless Estate trustees and Kamaka family heirs elected to terminate Lease NOM 72376 as of July 1976. Following lease termination, over 24,000 pounds of practice ordnance and scrap from two Marine Corps impact areas in Waikane Valley were airlifted off-site during an OEW surveillance and removal effort in August 1976. This was followed by another OEW sweep of the Kamaka et al. property from February to April 1984 during which time an additional 16,000 pounds of demilitarized practice ordnance, consisting of 3.5-inch rockets and M29 grenades, were recovered. An additional 232 items, including 75-mm HE and 60-mm HE mortar rounds, a 37-mm HE round, M28 HEAT grenades, M9A1 AT rifle grenades, and 2.36- and 3.5-inch HEAT rockets, were recovered and destroyed by Marine EOD personnel. Observations during a 1990 archaeological inventory survey of property bordering the Kamaka et al. parcel to the south and west corroborate the existence of OEW thereon in the form of unexpended mortar rounds, a grenade, and shrapnel. Dud rounds were also discovered along Waikēē Stream before its confluence with Waikane Stream.

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(continuation)

In 1989, the United States of America initiated condemnation proceedings against Kamaka et al. to acquire its 187.356-acre parcel. Said parcel was condemned in June 1993 citing the necessity for public safety due to the lack of technology to locate and absolutely eliminate the danger of unexploded ordnance thereon. Of the 1,061-acre Waikane Training Area, only 873.644 acres are, therefore, considered eligible under DERP-FUDS. This acreage is presently owned by SMF Enterprises, Inc. and Azabu USA Corporation with a small agricultural tract owned by Manuel Roberts. Both SMF Enterprises and Azabu USA plan to eventually develop the land contingent upon favorable economic conditions.

SITE VISIT: No site visit was performed as there is sufficient documentation to evidence the presence of OEW thereon. Moreover, due to current litigation with Waikane Valley landowners and the Navy regarding the OEW issue, the Army Corps of Engineers, Pacific Ocean Division, agreed with the Justice Department to not undertake any action until the case is settled.

CATEGORY OF HAZARD: OEW.

PROJECT DESCRIPTION: There is one potential project at this site.

a. OEW. Waikane Valley was formerly used as a training and artillery impact area from 1942 to 1976. Two EOD sweeps of artillery impact areas therein recovered as much as 40,000 pounds of demilitarized practice ordnance as well as 37- and 75-mm HE rounds, 60-mm mortars, 2.36- and 3.5-inch HEAT rockets, M28 HEAT grenades, and M9A1 AT rifle grenades which were summarily destroyed. An archaeological survey of property south and west of the 187.356-acre DoD-condemned parcel performed subsequent to the EOD sweeps revealed the continued presence of dud rounds as mortars and grenades. A Risk Assessment Code (RAC) worksheet has been prepared and is attached herewith. The RAC for this site was determined to be 1.

AVAILABLE STUDIES AND REPORTS:

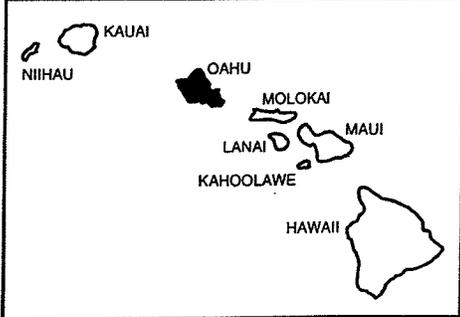
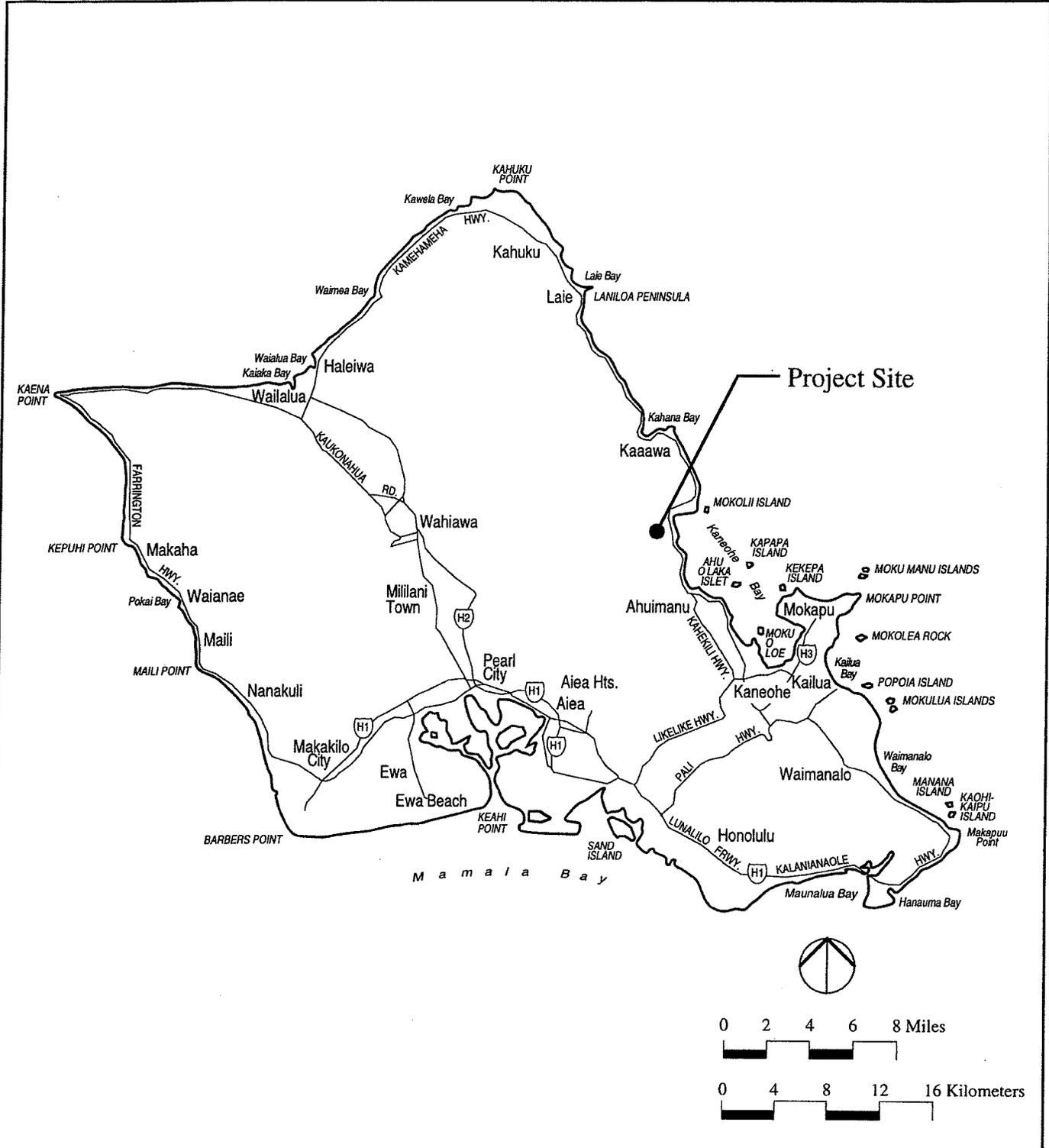
- a. "After Action Report; Waikane Valley Training Area" by Captain K. W. Berkey, United States Marine Corps Brigade Explosive Ordnance Disposal Officer. Memorandum to the Commanding General, 1st Marine Brigade (1976).
- b. "After Action Report of Ordnance Surface Clearance of Waikane Valley Training Area" by S. H. Negahnquet, Explosive Ordnance Disposal Officer. Memorandum to Commanding Officer, Marine Corps Air Station, Kaneohe Bay (1984).
- c. *Archaeological Reconnaissance Survey and Limited Subsurface Testing, Waikane Golf Course Project Area* by W. A. Shapiro, J. D. Mayberry, and A. E. Haun (Paul H. Rosendahl, Ph.D., Inc.) for Group 70 (1988).
- d. *Intensive Archaeological Survey, Waikane Valley Fence Corridor, Land of Waikane, Koolaupoko District, Island of Oahu* by A. T. Walker and P. H. Rosendahl (Paul H. Rosendahl, Ph.D., Inc.) for Belt Collins & Associates (1990).

SITE SURVEY SUMMARY SHEET

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
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FORMERLY USED DEFENSE SITES
WAIKANE TRAINING AREA
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SITE NO. H09HI035400
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(continuation)

- e. *Archaeological Inventory Survey, Proposed SMF/HDI Golf Courses, Land of Waikane, Koolaupoko District, Island of Oahu* by A. E. Dunn, A. E. Haun, and Goodfellow, Susan (Paul H. Rosendahl, Ph.D., Inc.) for LandPlan Associates (1992).

PA POC: Helene Takemoto, CEPOD-ET-ES, 808-438-6931.



Prepared for:
 United States Army Engineer District
 Pacific Ocean Division
 Fort Shafter, Hawaii

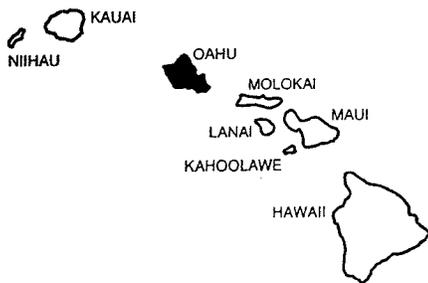
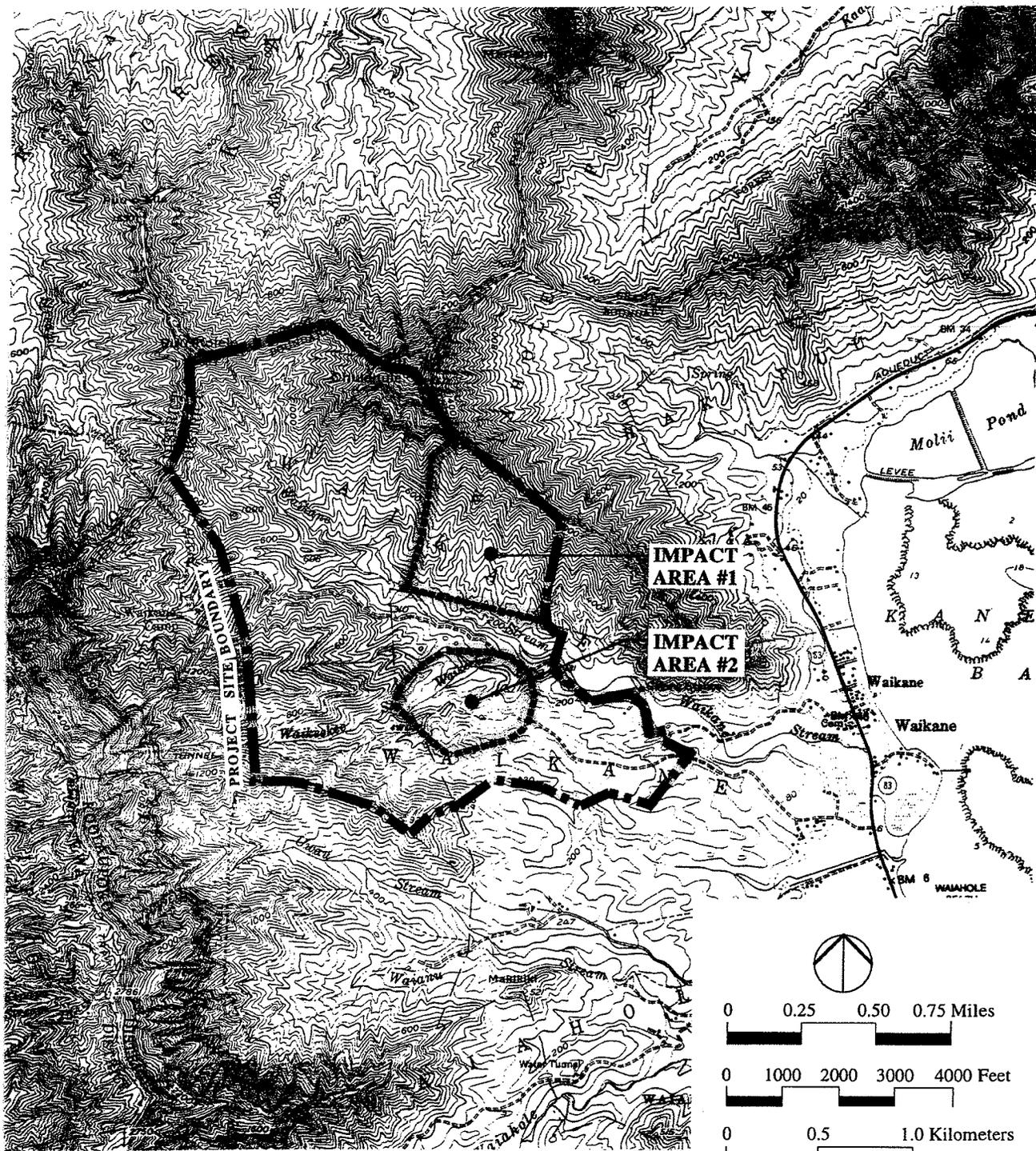
Prepared by:
 Wil Chee - Planning, Inc.

DERP - FUDS Inventory Project Report

Figure 1
 Location Map

Waikane Training Area
 Waikane Valley, Island of Oahu, Hawaii

Site No. H09HI035400



Prepared for:
 United States Army Engineer District
 Pacific Ocean Division
 Fort Shafter, Hawaii

Prepared by:
 Wil Chee - Planning, Inc.

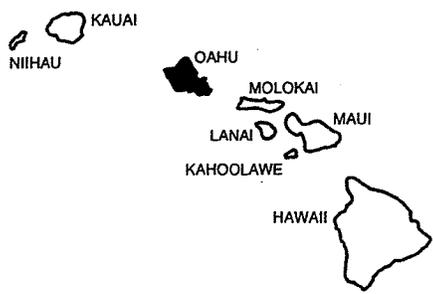
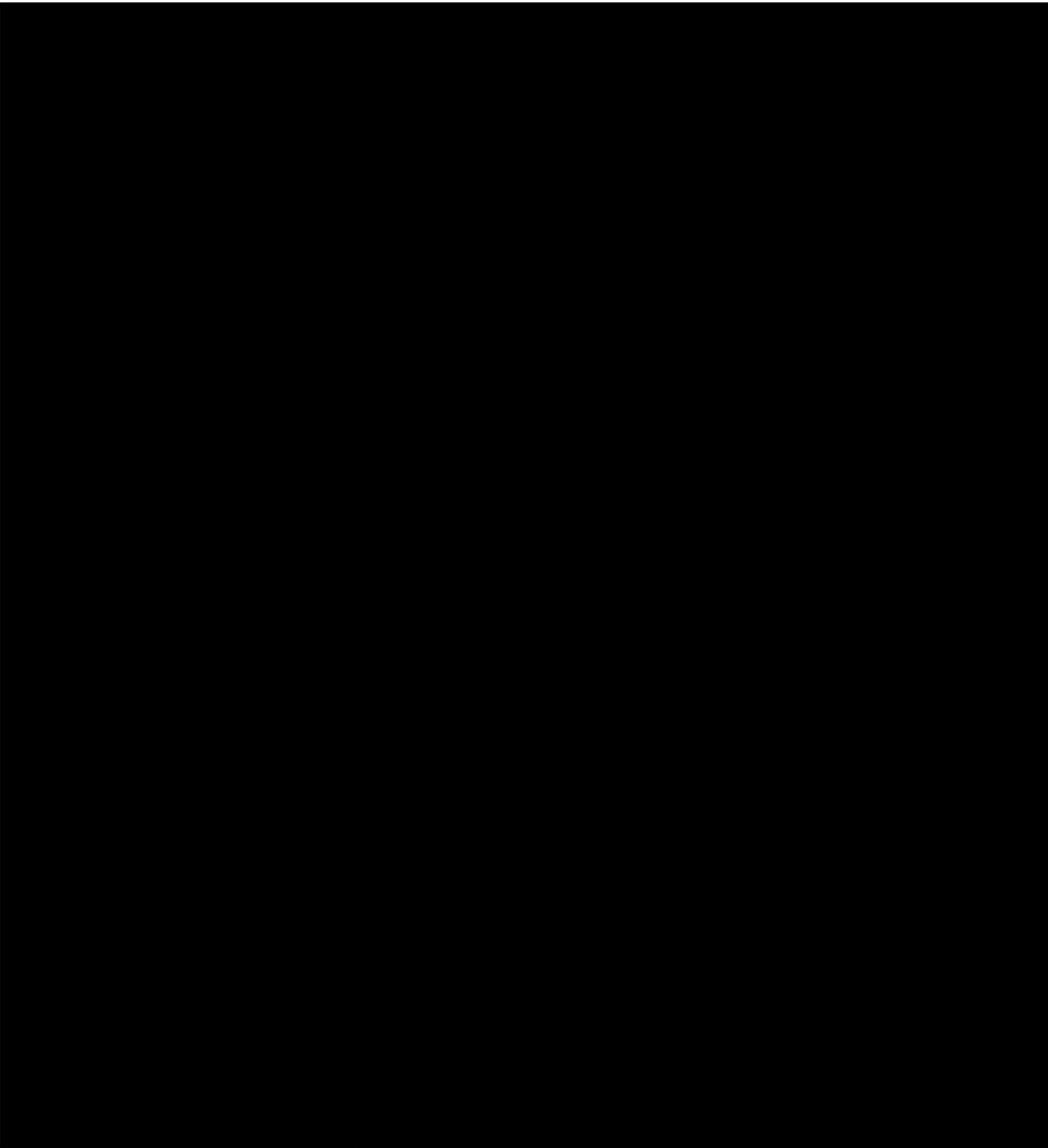
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Figure 2

Vicinity Map

Waikane Training Area
 Waikane Valley, Island of Oahu, Hawaii

Site No. H09HI035400



Prepared for:
United States Army Engineer District
Pacific Ocean Division
Fort Shafter, Hawaii

Prepared by:
Wil Chee - Planning, Inc.

DERP - FUDS Inventory Project Report

Figure 3

Site Features

Waikane Training Area
Waikane Valley, Island of Oahu, Hawaii

Site No. H09HI035400

FINDINGS AND DETERMINATION OF ELIGIBILITY

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM FOR FORMERLY USED DEFENSE SITES WAIKANE TRAINING AREA WAIKANE VALLEY, ISLAND OF OAHU, HAWAII SITE NO. H09HI035400

FINDINGS OF FACT

1. In 1942, the Department of the Army entered into a lease agreement with the heirs of Lincoln L. McCandless and Waiahole Water Company, Limited for the right to use approximately 1,061 acres in Waikane Valley for military training during World War II.^{10,14,24,28} Authorization for the Army to use the training area in Waikane Valley continued until July 1953 when the Marine Corps was substituted as lessee under Lease NOM 65801 dated 30 July 1953 by and between the trustees of the Estate of Lincoln L. McCandless and Waiahole Water Company, as lessors, and the United States of America represented by the United States Marine Corps, as lessee, for a term beginning 1 July 1953 and ending 30 June 1954 though renewable until 29 February 1956.^{10,14,23} Lease NOM 69811 extended the lease until 30 June 1961 at which time the Marine Corps again renewed its lease with McCandless Estate trustees and Waiahole Water Company, though revising said lease agreement to also include Charles M. Kamaka et al. as a named lessor following quiet title and partition of McCandless Estate property which granted a portion of land to Kamaka family heirs. Lease NOM 72376 dated 1 July 1961 was agreed to by beneficiaries under the Will and of the Estate of Lincoln L. McCandless, Waiahole Water Company, and Charles M. Kamaka, et al.^{10,14,15,16} Of the 1,061 acres, only 873.644 acres are considered eligible under DERP-FUDS as described below.

2. Because of its geographic location and rugged terrain, Waikane Valley was one of several sites utilized for advanced training of most units preparing for combat operations in the Pacific basin during World War II.^{1,21} Emphasis in training was placed almost entirely on offensive warfare.²¹ The training area was also reportedly used for air-to-ground practice bombing during that period.^{10,16,24,25} Per its lease, the Marine Corps was authorized continued use of Waikane Valley as a training area from 1953 to 1976, however, due to its potential as a fire hazard, no tracer ammunition or incendiary shells were to be used at any time on the leased premises, and all weapons in excess of .50-caliber were to be fired into the designated impact areas.^{15,23} The presence of OEW in Waikane Valley is evident as early as 7 May 1944 when a purported 60-mm mortar found by three boys in Waikane Valley killed one, injured the other two, and also killed an Army sentry when the round accidentally detonated as the fatally injured boy was handing it to the sentry.^{2,3} On 24 June 1948, a public announcement prepared by the commanding officer of United States Army, Pacific Ordnance Services issued a warning to individuals entering Waikane Valley to exercise caution due to the potential presence of unexploded ordnance.^{4,5} Fifteen years later on 11 May 1963, three children were injured when a rifle grenade exploded after being thrown against a garage wall at their place of residence. The grenade was reportedly discovered in Waikane Valley and was kept as a souvenir by one of the injured children.⁶ Following lease termination, over 24,000 pounds of practice ordnance and scrap from two Marine Corps impact areas in Waikane Valley were airlifted off-site during OEW surveillance and removal from 10 to 17 August 1976. Additionally, 42 items — 75-mm HE and 60-mm HE mortar rounds, a 37-mm HE round, and a M28 HEAT grenade — were recovered and destroyed by Marine EOD personnel.⁷ Another OEW sweep of the Kamaka et al. parcel was performed from 2 February to 13 April 1984 by a contingent of Marine, Army, Navy, and Air Force EOD personnel. During that period, a total of 16,000 pounds of demilitarized practice ordnance consisting of 3.5-inch rockets and M29 grenades were airlifted out of Waikane Valley. Also destroyed were 190 rounds including 2.36- and 3.5-inch HEAT rockets, M28 HEAT grenades, and M9A1 AT rifle grenades. Additional 3.5-inch rockets were discovered on the property by a Kamaka heir on 9 May 1984 and transported off-site by Marine Corps EOD personnel for demilitarization.¹⁷ In addition to OEW discovered on their property, Kamaka heirs reported the existence of OEW on adjacent property also within the former

FINDINGS AND DETERMINATION OF ELIGIBILITY

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FOR
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WAIKANE VALLEY, ISLAND OF OAHU, HAWAII
SITE NO. H09HI035400
(continuation)

training area.¹⁰ Observations during a 1990 archaeological inventory survey of property bordering the Kamaka family parcel to the south and west corroborate the existence of OEW thereon in the form of unexpended mortar rounds, a grenade, and shrapnel.^{9,20} Dud rounds were also discovered along Waikēē Stream before its confluence with Waikane Stream.²²

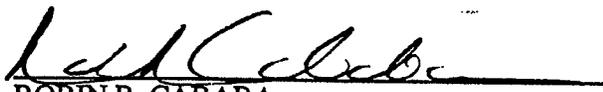
3. In 1975, McCandless Estate trustees and Kamaka heirs elected to terminate Lease NOm 72376 effective 1 July 1976.^{10,24,28} In 1989, the United States of America initiated condemnation proceedings against Kamaka et al. to acquire the latter's 187.356-acre parcel, approximately 155 acres of which were formerly used as an artillery impact zone. On 16 June 1993, the United States District Court for the District of Hawaii granted the United States of America immediate possession of that parcel citing the necessity for public safety due to the lack of technology to locate and absolutely eliminate the danger of unexploded ordnance.¹⁴ Remaining portions of the property eligible under DERP-FUDS are presently owned by SMF Enterprises, Inc. and Azabu USA Corporation, the former which purchased two interior parcels from trustee Elizabeth Marks of the McCandless Estate. Azabu USA Corporation acquired fee title to two parcels at the mouth of the valley from Windward Partners, a limited partnership that purchased the property from the McCandless Estate.^{11,12,13,22} A three-acre parcel adjacent to the SMF Enterprises property and also formerly within the training area is owned by Manuel Roberts who operates a prawn farm thereon.²² Both SMF Enterprises and Azabu USA plan to develop their respective properties contingent upon favorable economic factors.^{11,13}

DETERMINATION

Based on the foregoing findings of fact, the site has been determined to be formerly used by the Department of Defense. It is therefore eligible for the Defense Environmental Restoration Program - Formerly Used Defense Sites established under 10 USC 2701 et seq.

11 JUN 1996

Date


ROBIN R. CABABA
Colonel, EN
Acting Commander

PROJECT SUMMARY SHEET

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FOR
FORMERLY USED DEFENSE SITES
WAIKANE TRAINING AREA
WAIKANE VALLEY, ISLAND OF OAHU, HAWAII
DERP-FUDS OEW PROJECT NO. H09HI035401
SITE NO. H09HI035400
31 MAY 1996

PROJECT DESCRIPTION: Approximately 1,061 acres of land in Waikane Valley were acquired by the Army for use as a combat training area from 1942 to 1953. An Army Forces Middle Pacific report on the functions and activities of G-3, Headquarters during World War II demarcates the location of this area on a training map as "Waiahole Training Area" and "Waiahole Impact Area."²¹ Because of its geographic location and rugged terrain, Waikane Valley was utilized for advanced offensive warfare training preparatory to combat operations in forward areas of the Pacific theater. In addition to live ordnance being fired, air-to-ground practice bombs were also dropped into the valley.

The Marine Corps continued to use Waikane Valley as a training area from 1953 to 1976 during which live and practice ordnance were fired toward designated impact zones within the valley. Lease terms, however, precluded the use of tracer ammunition or incendiary shells due to the potential fire hazard it created. Additionally, all weapons in excess of .50-caliber were to be fired into the designated impact areas only.

Waikane Valley is located along the east coast of the island of Oahu, Hawaii approximately nine miles northwest of Marine Corps Air Station, Kaneohe Bay. The former training area is bordered to the north by a ridge line which separates Waikane Valley from the land of Hakipuu, and to the south by Waiahole Valley. To the east is the mouth of Waikane Valley and Kamehameha Highway. Bordering the former training area to the west is the Koolau Mountain range which forms Waikane Valley's rear wall.

Portions of the former 1,061-acre training area are presently under cultivation or support residential dwellings. A 187-356-acre parcel owned by Kamaka family heirs, of which 155 acres were used as an artillery impact area, was condemned in 1993 by the Federal government as unsafe to the public due to an OEW hazard, consequently, is presently uninhabited. Other portions of the valley and former training area are currently under private ownership and slated principally for future development as golf courses. For the most part vacant at the present time, squatters have reportedly taken up residency on these parcels.¹³

Padlocked gates cross roads leading to interior portions of Waikane Valley thereby controlling vehicular access. Site access is possible, however, by foot along or off the roads. The 187.356 Federally-condemned Kamaka et al. parcel is fenced with signs posted warning of the OEW hazard and prohibiting unauthorized entry.

Previous reports of OEW discovered in Waikane Valley from 1944 to 1990 include 37-mm and 75-mm HE rounds, 60-mm HE mortars, M28 HEAT grenades, 2.36-inch and 3.5-inch HEAT rockets, M9A1 AT rifle grenades, 3.5-inch practice rockets, and M29 practice rifle grenades.

In 1944, four were injured, two fatally, when a 60-mm mortar discovered in Waikane Valley accidentally detonated. Three children were injured in 1963 when a souvenir rifle grenade reportedly discovered in Waikane Valley exploded after it was thrown against a wall. To date, there are no other known reports of fatalities or injuries attributable to the discovery of OEW at the site.

PROJECT SUMMARY SHEET

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FORMERLY USED DEFENSE SITES
WAIKANE TRAINING AREA
WAIKANE VALLEY, ISLAND OF OAHU, HAWAII
DERP-FUDS OEW PROJECT NO. H09HI035401
SITE NO. H09HI035400
31 MAY 1996
(continuation)

PROJECT ELIGIBILITY: In 1942, the Army entered into a lease agreement with the heirs of L. L. McCandless and Waiahole Water Company, Limited for the right to use approximately 1,061 acres in Waikane Valley for military training. Use of the site as a military training area continued under the purview of the Marine Corps from 1953 to 1976 by lease agreement with McCandless Estate trustees, Waiahole Water Company, and subsequently Charles M. Kamaka et al. following quiet title and partition of a portion of the valley to the latter. Final lease agreement NOM 72376 was terminated as of 1 July 1976 at which time control and use of the property reverted to the respective landowners.

In 1989, the Federal government initiated condemnation proceedings against Kamaka et al. for ownership of its 187.356-acre parcel, 155 acres of which were used as one of the training area's artillery impact zones. Property condemnation of the parcel, identified as first division TMK 4-08-014: 006, concluded in 1993 when fee title was transferred to the Federal government. Consequently, 873.644 acres of the 1,061-acre training area are eligible under DERP-FUDS. The majority of this land is presently owned by SMF Enterprises, Inc. and Azabu USA Corporation. A three-acre parcel located adjacent to the SMF Enterprises property is owned by Manuel Roberts.

POLICY CONSIDERATIONS: Two organized OEW surveillance and clearance efforts of Waikane Valley were performed in 1976 and 1984, the former by a Marine Corps EOD detachment and the latter by a contingent of Marine Corps, Army, Navy, and Air Force EOD personnel. Over 24,000 pounds of practice ordnance and scrap, including 3.5-inch rockets, were airlifted out of the valley during the August 1976 effort which swept the impact area situated within the Kamaka et al. parcel and a second impact area south of the parcel on what is surmised to be extant SMF Enterprises property. Discovered within the Kamaka parcel were 75-mm HE and 60-mm mortar rounds, and an M28 HEAT grenade. A 37-mm HE dud round was discovered in the second impact area as were 3.5-inch practice rockets. Between February and April 1984, 16,000 pounds of demilitarized 3.5-inch practice rockets and M29 practice grenades were removed from the Kamaka et al. parcel. Also destroyed were 2.36- and 3.5-inch HEAT rockets, M28 HEAT grenades, and M9A1 AT rifle grenades. Additional 3.5-inch rockets discovered by a Kamaka heir were recovered and transported off-site by Marine Corps EOD personnel in May 1984.

Approximately 250 acres south and west of the Federally-condemned Kamaka et al. parcel were also surveyed in 1984 by EOD personnel. An after action report of the ordnance survey denoted the absence of OEW in these areas.¹⁷ OEW, however, was discovered south of the Kamaka et al. parcel during performance of an archaeological inventory survey of SMF Enterprises property from July to September 1990. Items discovered include dud mortar rounds, a grenade, and shrapnel. The EOD detachment stationed at Marine Corps Air Station, Kaneohe Bay retrieved the OEW items following report of its discovery.⁹ Unidentified dud ordnance was also reportedly discovered along Waikeekē Stream south of the condemned Kamaka family parcel, and within the former military training area and extant SMF Enterprises property.

Several archaeological surveys of Waikane Valley encompassing FUDS-eligible portions of the former military training area have been performed on behalf of private landowners/developers and the Federal government.

PROJECT SUMMARY SHEET

DEFENSE ENVIRONMENTAL RESTORATION PROGRAM
FOR

FORMERLY USED DEFENSE SITES
WAIKANE TRAINING AREA

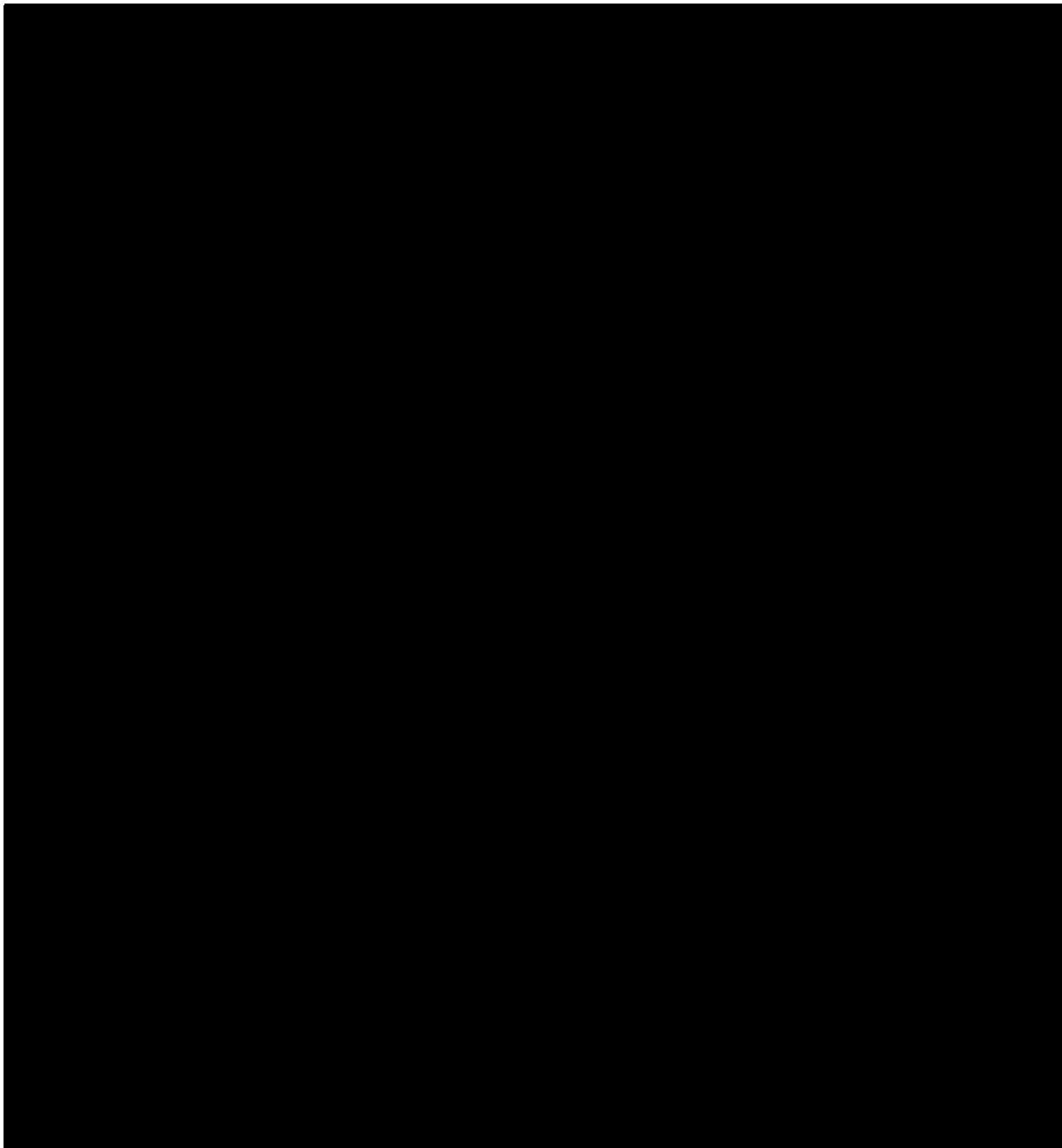
WAIKANE VALLEY, ISLAND OF OAHU, HAWAII

DERP-FUDS OEW PROJECT NO. H09HI035401

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DERP-FUDS OEW PROJECT NO. H09HI035401
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(continuation)

OEW survey and removal activities may require compliance with Section 106 of the National Historic Preservation Act of 1966 et seq. pursuant to implementing regulations contained in 36 CFR Part 800 and appurtenant State of Hawaii regulations codified in Title 13, Subtitle 6, Chapters 146-154, Hawaii Administrative Rules. Said activities must be coordinated with the Hawaii State Historic Preservation Officer. Measures addressing historic preservation parameters must be completed prior to commencement of OEW survey and removal. Such measures may include archaeological reconnaissance of the project site; inventory of historic or cultural properties; significance assessment of these properties for nomination to the National Register of Historic Places; determination of probable adverse effects to the properties resulting from proposed OEW survey and removal tasks; and development of appropriate mitigation methods in order to protect the properties and/or to retrieve significant data.

Two endangered and extremely rare Oahu tree snails, *Achatinella decipiens* and *A. lila*, have been sighted in Waikane Valley. Rare to extremely rare plant taxa that have been collected from this area include *haha* species *Cyanea acuminata* (candidate 1), *C. crispa*, *C. grimesiana* ssp. *grimesiana* (candidate 1), and *C. truncata* (endangered); *haiwale* species *Cyrtandra subumbellata* (candidate 1) and *C. viridiflora* (candidate 1); *oha* or *Delissea subcordata* (candidate 1); *Doodia lyonii*; *heau* or *Exocarpos gaudichaudii* (candidate 2); *nanu* or *Gardenia mannii* (candidate 1); *ohe* or *Joinvillea ascendens* ssp. *ascendens* (candidate 2); *Lobelia hypoleuca* and *L. oahuensis* (endangered); *Neraudia melastomifolia*; *Phyllostegia hirsuta* (candidate 1) and *P. parviflora* var. *parviflora*; and *loulou hiwa* or *Pritchardia martii*.^{8,26} Consultation with the United States Fish and Wildlife Service and Hawaii Department of Land and Natural Resources, Division of Forestry and Wildlife, may, therefore, be required due to the on-site existence of these species.

Due to current litigation with Waikane Valley landowners and the Navy regarding the OEW issue, the Army Corps of Engineers, Pacific Ocean Division, agreed with the Justice Department to not undertake any action until the case is settled.

PROPOSED PROJECT: Surface and subsurface OEW surveillance and removal at the site are proposed utilizing a team of 25 UXO specialists and technicians led by 5 UXO supervisors including a senior UXO supervisor. Surveillance would consist of visual reconnaissance complemented by areal magnetic resonance toning utilizing hand-held magnetometers or similar instrumentation along established transects. Render-safe procedures (RSP) would be employed to the greatest extent possible during OEW access and recovery. Blast mitigation techniques in accordance with blow-in-place (BIP) protocol would be utilized to minimize habitat and archaeological resource damage when an OEW item must be detonated in place. An archaeologist and biologist would initially identify on-site features and species requiring protection within the blast zone, and advise the UXO team accordingly.

RAC: The Risk Assessment Code for this site is 1. The RAC worksheet is attached herewith.

DD FORM 1391: Attached herewith.

DISTRICT POC: Helene Takemoto, CEPOD-ET-ES, 808-438-6931.

RISK ASSESSMENT PROCEDURES FOR
ORDNANCE AND EXPLOSIVE WASTE (OEW) SITES

Site Name: Waikane Training Area
Site Location: Waikane Valley, Oahu, Hawaii
DERP Project #: H09HI035400
Date Completed: 31 May 96

Rater's Name: Byron Donaldson
Phone No.: 808-235-2662
Organization: Donaldson Enterprises, Inc.
RAC Score: 1

OEW RISK ASSESSMENT:

This risk assessment procedure was developed in accordance with MIL-STD 882C and AR 385-10. The RAC score will be used by CEHND to prioritize the remedial action at Formerly Used Defense Sites. The OEW risk assessment should be based upon best available information resulting from records searches, reports of Explosive Ordnance Disposal (EOD) detachment actions, and field observations, interviews, and measurements. This information is used to assess the risk involved based upon the potential OEW hazards identified at the site. The risk assessment is composed of two factors, **hazard severity and hazard probability**. Personnel involved in visits to potential OEW sites should view the CEHND videotape entitled "A Life Threatening Encounter: OEW."

Part I. Hazard Severity. Hazard severity categories are defined to provide a qualitative measure of the worst credible mishap resulting from personnel exposure to various types and quantities of unexploded ordnance items.

TYPE OF ORDNANCE
(Circle all values that apply)

A. Conventional Ordnance and Ammunition

	VALUE
Medium/Large Caliber (20 mm and larger)	⑩
Bombs, Explosive	10
Grenades, Hand and Rifle, Explosive	⑩
Landmines, Explosive	10
Rockets, Guided Missiles, Explosive	10
Detonators, Blasting Caps, Fuzes, Boosters, Bursters	6
Bombs, Practice (w/ spotting charges)	6
Grenades, Practice (w/ spotting charges)	④
Landmines, Practice (w/ spotting charges)	4
Small Arms (.22 cal. - .50 cal)	1
Conventional Ordnance and Ammunition (Select the largest single value)	10

What evidence do you have regarding conventional OEW? After action reports describe the removal, demilitarization, and/or destruction of 37- and 75-mm HE rounds, 60-mm mortars, 2.36" and 3.5" HEAT rockets, 3.5" practice rockets, M28 HEAT rifle grenades, M9A1 AT rifle grenades, and M29 practice rifle grenades.

B. Pyrotechnics (For munitions not described above)

	VALUE
Munition (Container) Containing White Phosphorus (WP) or Other Pyrophoric Material (i.e., Spontaneously Flammable)	10
Munition Containing a Flame or Incendiary Material (i.e., Napalm, Triethylaluminum Metal Incendiaries)	6
Flares, Signals, Simulators, Screening Smokes (other than WP)	4
Pyrotechnics (<u>Select the largest single value</u>)	<u>0</u>

What evidence do you have regarding pyrotechnics? There is no evidence to indicate the presence of pyrotechnics at this site. Lease agreements prohibited its use due to the potential for fires.

C. Bulk High Explosives (Not an integral part of conventional ordnance; uncontainerized)

	VALUE
Primary or Initiating Explosives (Lead Styphnate, Lead Azide, Nitroglycerin, Mercury Azide, Mercury Fulminate, Tetracene, etc.)	10
Demolition Charges	10
Secondary Explosives (PETN, Compositions A, B, C, Teteryl, TNT, RDX, HMX, HBX, Black Powder, etc.)	8
Military Dynamite	6
Less Sensitive Explosives (Ammonium Nitrate, Explosive D, etc.)	3
Bulk High Explosives (<u>Select the largest single value</u>)	<u>0</u>

What evidence do you have regarding bulk explosives? There is no evidence to indicate the presence of bulk explosives at this site.

D. Bulk Propellants (Not an integral part of rockets, guided missiles, or other conventional ordnance; uncontainerized)

	VALUE
Solid or Liquid Propellants	6
Propellants	<u>0</u>

What evidence do you have regarding bulk propellants? There is no evidence to indicate the presence of bulk propellants at this site.

E. Chemical Warfare Materiel and Radiological Weapons

	VALUE
Toxic Chemical Agents (Choking, Nerve, Blood, Blister)	25
War Gas Identification Sets	20
Radiological	15
Riot Control and Miscellaneous (Vomiting, Tear)	5
Chemical and Radiological (<u>Select the largest single value</u>)	<u>0</u>

What evidence do you have of chemical/radiological OEW? There is no evidence to indicate the presence of chemical warfare materiel or radiological weapons at this site.

=====

TOTAL HAZARD SEVERITY VALUE **10**
 (Sum of Largest Value for A through E – Maximum of 61)

Apply this value to Table 1 to determine Hazard Severity Category.

TABLE 1
HAZARD SEVERITY*

Description	Category	Hazard Severity Value
CATASTROPHIC	I	21 and greater
<u>CRITICAL</u>	<u>II</u>	<u>10 to 20</u>
MARGINAL	III	5 to 9
NEGLIGIBLE	IV	1 to 4
**NONE		0

* Apply Hazard Severity Category to Table 3.

** If Hazard Severity Value is 0, you do not need to complete Part II. Proceed to Part III and use a RAC Score of 5 to determine your appropriate action.

Part II. Hazard Probability. The probability that a hazard has been or will be created due to the presence and other rated factors of unexploded ordnance or explosive materials on a formerly used DOD site.

AREA, EXTENT, ACCESSIBILITY OF OEW HAZARD
(Circle all values that apply)

A. Locations of OEW Hazards

	VALUE
On the surface	⑤
Within Tanks, Pipes, Vessels or Other Confined Locations	4
Inside Walls, Ceilings, or Other Parts of Buildings or Structures	3
Subsurface	②
Location (<u>Select the single largest value</u>)	<u>5</u>

What evidence do you have regarding the location of OEW? Previous OEW sweeps and pedestrian archaeological surveys have been confined to surface discoveries. Surface erosion has, however, exposed subsurface OEW.

B. Distance to nearest inhabited locations or structures likely to be at risk from OEW hazard (roads, parks, playgrounds, and buildings).

	VALUE
Less than 1250 feet	⑤
1250 feet to 0.5 mile	4
0.5 mile to 1.0 mile	3
1.0 mile to 2.0 miles	2
Over 2 miles	1
Distance (<u>Select the single largest value</u>)	<u>5</u>

What are the nearest inhabited structures? Several unpaved roads traverse the OEW hazard area. Scattered residential dwellings and agricultural plots are also situated within the hazard area.

C. Number of buildings within a 2-mile radius measured from the OEW hazard area, not the installation boundary.

	VALUE
26 and over	5
16 to 25	4
11 to 15	3
6 to 10	2
1 to 5	1
0	0
Number of Buildings (<u>Select the single largest value</u>)	<u>5</u>

Narrative. Numerous residential dwellings are situated within a two-mile radius of the OEW hazard area. Areas encompassed by the two-mile radius include the mouth of Waikane Valley, neighboring Waiahole Valley, and Waikane and Waiahole coastal communities.

D. Types of Buildings (within a 2-mile radius)

	VALUE
Educational, Child Care, Residential, Hospitals, Hotels, Commercial, Shopping Centers	5
Industrial, Warehouse, etc.	4
Agricultural, Forestry, etc.	3
Detention, Correctional	2
No Buildings	0
Types of Buildings (<u>Select the single largest value</u>)	<u>5</u>

Describe types of buildings in the area. Residential dwellings are situated within a two-mile radius of the OEW hazard area as are an elementary school, commercial establishments, and agricultural facilities.

E. Accessibility to site refers to access by humans to ordnance and explosive wastes. Use the following guidance:

BARRIER	VALUE
No barrier or security system	(5)
Barrier is incomplete (e.g., in disrepair or does not completely surround the site). Barrier is intended to deny egress from the site, as for a barbed wire fence for grazing.	4
A barrier, (any kind of fence in good repair) but no separate means to control entry. Barrier is intended to deny access to the site.	3
Security guard, but no barrier	2
Isolated site	1
A 24-hour surveillance system (e.g., television monitoring or surveillance by guards or facility personnel) which continuously monitors and controls entry onto the facility; or An artificial or natural barrier (e.g., a fence combined with a cliff) which completely surrounds the facility; and a means to control entry, at all times, through the gates or other entrances to the facility (e.g., an attendant, television monitors, locked entrances, or controlled roadway access to the facility).	0
Accessibility (<u>Select the single largest value</u>)	<u>5</u>

Describe the site accessibility. Padlocked gates prevent vehicular access to the site, however, pedestrian access is unencumbered.

F. Site Dynamics - This deals with site conditions that are subject to change in the future, but may be stable at the present. Examples would be excessive soil erosion by beaches or streams, increasing land development that could reduce distances from the site to inhabited areas or otherwise increase accessibility.

	VALUE
Expected	(5)
None Anticipated	0
Site Dynamics (<u>Select largest value</u>)	<u>5</u>

Describe the site dynamics. Landowners have prepared conceptual plans for property development which have been presented in public forums. Construction is currently awaiting economic resurgence. The site may eventually support residential communities and golf courses.

TOTAL HAZARD PROBABILITY VALUE
(Sum of Largest Values for A through F – Maximum of 30)

30

Apply this value to Hazard Probability Table 2 to determine Hazard Probability Level.

TABLE 2
HAZARD PROBABILITY

Description	Level	Hazard Probability Value
FREQUENT	A	<u>27 or greater</u>
PROBABLE	B	21 to 26
OCCASIONAL	C	15 to 20
REMOTE	D	8 to 14
IMPROBABLE	E	Less than 8

* Apply Hazard Probability Level to Table 3.

Part III. Risk Assessment. The risk assessment value for this site is determined using the following Table 3. Enter the results of the hazard probability and hazard severity values.

TABLE 3

Probability Level		FREQUENT A	PROBABLE B	OCCASIONAL C	REMOTE D	IMPROBABLE E
Severity Category:						
CATASTROPHIC	I	1	1	2	3	4
CRITICAL	II	1	2	3	4	5
MARGINAL	III	2	3	4	4	5
NEGLIGIBLE	IV	3	4	4	5	5

RISK ASSESSMENT CODE (RAC)

- RAC 1 Expedite INPR, recommending further action by CEHND – Immediately call CEHND-ED-SY — commercial 205-955-4968 or DSN 645-4968.
- RAC 2 High priority on completion of INPR – Recommend further action by CEHND.
- RAC 3 Complete INPR – Recommend further action by CEHND.
- RAC 4 Complete INPR – Recommend further action by CEHND.
- RAC 5 Usually indicates that no further action (NOFA) is necessary. Submit NOFA and RAC to CEHND.

Part IV. Narrative. Summarize the documented evidence that supports this risk assessment. If no documented evidence was available, explain all the assumptions that you made.

An Army Forces Middle Pacific report on the functions and activities of G-3, Headquarters during World War II describes and demarcates the site as Waiahole Training and Impact Areas. Newspaper articles of 8 and 9 May 44, and 12 May 63 describe injuries and fatalities caused by the accidental detonation of a 60-mm mortar and a grenade following their discovery in Waikane Valley. Areal OEW survey and clearance are documented in two after action reports dated 2 Sep 76 and 7 Jun 84 prepared by the explosive ordnance disposal officer, Marine Corps Air Station, Kaneohe Bay. Archaeologists performing an inventory survey of the former training area have also observed the presence of OEW thereon including shrapnel, unexpended rockets, and a grenade.

Refer to additional narration in Parts I and II above.

1. COMPONENT Army	FY 19 MILITARY CONSTRUCTION PROJECT DATA			2. DATE 31 May 96
3. INSTALLATION AND LOCATION Waikane Training Area Waikane Valley, Island of Oahu, Hawaii		4. PROJECT TITLE DERP-FUDS		
5. PROGRAM ELEMENT	6. CATEGORY CODE OEW	7. PROJECT NUMBER H09HI035401	8. PROJECT COST (\$000) 2,802.3	
9. COST ESTIMATES				
ITEM	U/M	QUANTITY	UNIT COST	COST (\$000)
REMEDIAL DESIGN				
1. Environmental Compliance	LS			75.0
2. Archaeological / Historic Preservation Compliance	LS			75.0
3. Engineering and Design	LS			137.0
REMEDIAL ACTION				
1. Mobilization and Preparatory Work	LS			5.0
2. OEW Surveillance and Removal	LS			1,935.2
3. Disposal (Commercial)	LS			80.0
4. Demobilization	LS			5.0
5. Environmental Monitoring	LS			50.0
6. Contingency @ 10%	LS			207.6
S&A @ 8.5%				218.5
EDC				14.0
TOTAL				2,802.3
10. DESCRIPTION OF PROPOSED CONSTRUCTION				
a. Perform land-based OEW surveillance and removal.				

COST ESTIMATE

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31 MAY 1996

The attendant DD Form 1391 contains a cost estimate to remediate a portion of the former Waikane Training Area located at Waikane Valley in the district of Koolaupoko, island of Oahu, State of Hawaii pursuant to RAC 1 requirements. Although total acreage of the training area was approximately 1,061 acres, 874 acres is being used as the basis for this cost estimate to account for a 187-acre parcel acquired by the United States of America through condemnation proceeding and currently under DoD purview. This cost estimate also presumes accessibility over the entire 874 acres.

REMEDIAL DESIGN

1. ENVIRONMENTAL COMPLIANCE. This includes preparation of necessary permits and clearances in satisfaction of United States Environmental Protection Agency, United States Fish and Wildlife Service, Hawaii Coastal Zone Management, Hawaii Office of Conservation and Environmental Affairs, Hawaii Department of Health, and other Federal, State, or local environmental quality control requirements including Section 7 threatened/endangered species consultation.

Cost Breakdown:

Preparation of Permits, Clearances	<u>75,000</u>
Total	75,000

2. ARCHAEOLOGICAL / HISTORIC PRESERVATION COMPLIANCE. Because several features of the site are considered archaeologically significant, Section 106 and other historic preservation parameters must be complied with through site studies, permits, and clearances.

Cost Breakdown:

Preparation of Permits, Clearances	<u>75,000</u>
Total	75,000

3. ENGINEERING AND DESIGN. This includes preparation of work plans, site safety and health plans, and other plans as required by the proponent.

Cost Breakdown:

Preparation of Plans, Reports	<u>137,000</u>
Total	137,000

REMEDIAL ACTION

1. MOBILIZATION AND PREPARATORY WORK. This includes mobilization of on-island equipment and facilities.

Cost Breakdown:

Mobilization of Construction Equipment and Facilities	<u>5,000</u>
Total	5,000

COST ESTIMATE

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2. OEW SURVEILLANCE AND REMOVAL. The cost estimate for ordnance surveillance and removal presumes surface and subsurface OEW contamination over 874 acres. OEW surveillance and removal would progress in three phases and be performed by a staff consisting of 25 UXO specialists and technicians led by 5 UXO supervisors, at least one of which would be a senior UXO supervisor. A visual survey on foot would be performed along established transects within the site. Ground survey utilizing magnetometers or similar instrumentation would supplement visual reconnaissance. OEW discovered during this sweep/search phase would be marked for disposition. RSP techniques would be employed during the next, or access and recovery, phase to the fullest extent possible. If necessary, an item would be detonated in place utilizing blast mitigating techniques in accordance with BIP protocol to minimize habitat and cultural resource damage. Quality control would follow access and recovery to ensure adequate coverage and clearance. It is anticipated the three phases would be completed in 117 days (0.3 acre per UXO specialist/technician per day). Each phase during this period would be monitored by one biologist familiar with regional flora and fauna and one archaeologist, both of whom would identify on-site species or features requiring protection.

Cost Breakdown:

Sweep/Search @ \$700 per acre	611,800
Access/Recovery @ \$700 per acre	611,800
Quality Control @ \$600 per acre	524,400
Archaeologist \$800 per day	93,600
Biologist @ \$800 per day	<u>93,600</u>
Total	1,935,200

3. DISPOSAL (COMMERCIAL). Recovered ordnance, utilizing RSP techniques, would be transported off-site to a remote location for controlled detonation. The transporter would be required to comply with regulations for carriage of explosives by highway as stated in Title 49 of the Code of Federal Regulations including, but not limited to, documentation, routing plans, packaging, labeling, marking, placarding, handling, and liability coverage. Additionally, transport would occur during non-peak traffic hours (e.g., between 0830 and 1530 hours, or after 1800 hours) with police escort in accordance with Honolulu Police Department regulations. Inert OEW debris (e.g., shrapnel, brass) collected at the site would be transported to a disposal site. The cost includes the services of a permitted explosives transport vehicle and operator once per week for 24 weeks, and a hauler of inert OEW debris once per week for 24 weeks. It is estimated that each live ordnance delivery will require a five-hour police escort. In addition to personal protection equipment, demolition supplies (e.g., jet perforator shape charges, time fuzes, fuze lighters, non-electric blasting caps, detonating cord, sand bags) would require procurement. Disposal fees and taxes are based on an estimated volume of 250 pounds per acre or 218,500 pounds (~110 tons) total.

COST ESTIMATE

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Cost Breakdown

Transportation of Explosives @ \$1,000 per day	24,000
Transportation of Debris @ \$800 per day	19,200
Police Escort - 2 officers at @ \$20 per hour each	4,800
PPE and Demolition Supplies	10,000
Disposal Fees and Taxes @ \$200 per ton	<u>22,000</u>
Total	80,000

4. DEMOBILIZATION. This includes the dismantling of on-site equipment and facilities, and transport to the contractor base yard.

Cost Breakdown:

Demobilization of Equipment and Facilities	<u>5,000</u>
Total	5,000

5. ENVIRONMENTAL MONITORING. Residual effects of OEW surveillance and removal on archaeological/historical resources and rare, threatened, or endangered taxa would be measured by archaeologists and biologists.

Cost Breakdown:

Monitoring	<u>50,000</u>
Total	50,000

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File

NOm 65801

L E A S E

THIS LEASE made and entered into by and between
 A. LESTER MARKS, LOY M. MARKS, and HERBERT M. RICHARDS, whose
 address is c/o L. L. McCandless Estate, Post Office Box 497,
 Honolulu, T. H., Trustees under the Will and of the Estate of
 L. L. McCANDLESS, deceased, claimants to 95.45% of the shares
 in the Hui of Waikane, and WAIHAOLE WATER COMPANY, LIMITED,
 claimant to 1.51% of the shares in the Hui of Waikane, a Hawaii
 corporation, whose post office address is c/o Oahu Sugar Company
 Limited, Waipahu, Oahu, T. H., their successors and assigns,
 hereinafter called the LESSOR, and the UNITED STATES OF AMERICA,
 represented by the Contracting Officer, Headquarters, U. S.
 Marine Corps, hereinafter called the GOVERNMENT,

W I T N E S S E T H:

The parties hereto for the consideration hereinafter
 mentioned covenant and agree as follows:

1. The LESSOR hereby leases to the GOVERNMENT the
 following described premises:

An area comprised of one thousand sixty-
 one (1061) acres, more or less, located
 at Waikane, Hoolaupoko, Oahu, T. H.,
 delineated in red as Parcels "A" and "B"
 on DPWO Drawing No. OA-N1-2352, marked
 Exhibit "A", attached hereto and made a
 part hereof,

to be used as a training area; together with a right of way for
 ingress and egress to the premises hereby demised over the
 unpaved road on lands of the LESSOR leading to Kamehameha
 Highway and designated "Waikane Camp Road", subject to rights of
 Waiahole Water Company, Limited under the Bill of Sale from
 L. L. McCandless dated December 30, 1912.

RESERVING TO THE LESSOR, its agents and employees,
 use of the portions of said "Waikane Camp Road" and all existing
 trails within the boundaries of the leased premises, jointly
 with the GOVERNMENT and subject to all covenants, conditions,
 reservations, easements and rights of way of record in the
 Bureau of Conveyances, Territory of Hawaii. **EXHIBIT E**

2. TO HAVE AND TO HOLD the said premises with their appurtenances for the term beginning July 1, 1950, and ending June 30, 1954, both dates inclusive, paying therefor ONE THOUSAND FOUR HUNDRED EIGHTY-FIVE DOLLARS AND FORTY CENTS (\$1,485.40) as annual rental, being the sum of \$1.40 per acre, plus taxes, rates and assessments to which said premises or any part thereof are now or during the term of this lease or any extension thereof may be assessed or become liable by authority of law, provided that with respect to any assessment made under any betterment or improvement law which may be payable in installments, the GOVERNMENT shall be required to pay only such installments, together with interest, as shall become due and payable during the term of this lease or any extension thereof.

3. The GOVERNMENT will not assign this lease in any event and will not permit the use of said premises by anyone other than authorized personnel of the Navy and Marine Corps in connection with regular training missions and only in connection with such missions.

4. This lease may, at the option of the GOVERNMENT, be renewed from year to year without further notice at the rental set out above, and otherwise upon the terms and conditions herein specified, provided adequate appropriations are available from year to year for the payment of rentals; and further provided that no renewal hereof shall extend the period of occupancy of the premises herein described beyond February 29, 1956. The GOVERNMENT will notify the LESSOR sixty (60) days prior to commencement of any fiscal year in which adequate appropriations are not available for payment of the rental.

5. Annual rental due hereunder for the period July 1, 1953, to June 30, 1954, shall become due and payable in two

equal installments on December 31, 1953 and June 30, 1954. Thereafter, during any extension of this lease as herein provided, the annual rent shall become due in two equal installments on the December 31st and the June 30th falling within the period of such extension. Invoices for annual rental due under the terms of this lease shall be submitted by the LESSOR in quintuplicate to the Disbursing Officer, Marine Corps Air Station, Kaneohe Bay, Oahu. All invoices shall contain the following certification:

"It is hereby certified that the above bill is correct and just; and that payment therefor has not been received."

6. Upon submission by the LESSOR to the GOVERNMENT of proper evidence showing the payment of taxes, assessments and other charges for which the GOVERNMENT is obligated to reimburse the LESSOR hereunder, the GOVERNMENT shall reimburse the LESSOR an amount equal to such payments.

7. The GOVERNMENT may terminate this lease at any time after June 30, 1954, by giving sixty (60) days' notice in writing to the LESSOR, computed from the date of mailing, and in such event the GOVERNMENT shall not be liable for the payment of annual rent, taxes, assessments or other charges for that portion of the renewal period beyond the effective date of such termination.

8. The GOVERNMENT shall have the right, during the existence of this lease, to make such improvements and to erect such structures or signs upon the leased premises as may be necessary for the purpose for which the premises are to be used, which said improvements, structures, or signs so placed upon the said premises shall be and remain the property of the GOVERNMENT and may be removed therefrom by the GOVERNMENT prior to the expiration or termination of this lease, save and except any fence or fences erected by the GOVERNMENT, which shall remain the property of the LESSOR upon expiration or termination of this lease; and the GOVERNMENT if required by the LESSOR shall remove such improvements, structures or signs and restore the premises to a condition as good as that existing on the date

entry thereon by the GOVERNMENT under this lease and ordinary wear and tear, damage by the elements, or by circumstances over which the GOVERNMENT has no control excepted; PROVIDED, however, that if the LESSOR requires such restoration the LESSOR shall give written notice thereof to the GOVERNMENT at least fifteen (15) days before the expiration or termination of this lease, said notice to specify the extent of such required restoration and to be subject to the condition that the GOVERNMENT shall be allowed a reasonable length of time within which to restore the premises without incurring liability for rent or other charges in the event that the time required for restoration of the premises should extend beyond the date of expiration or termination of this lease; and FURTHER PROVIDED that in any event the GOVERNMENT shall remove from the leased premises prior to the expiration or termination of this lease all ammunition, unexploded shells ("duds") and explosives of any nature whatsoever, and that all impact areas designated pursuant to the terms of Paragraph 10 hereof shall be replanted by the GOVERNMENT in a manner satisfactory to the Board of Agriculture and Forestry of the Territory of Hawaii.

Must remove all explosives

not on lease 10/27/46

9. The GOVERNMENT shall, at its own expense, prior to the commencement of the training program, construct a four-strand cattle tight fence from point "A" and generally following along that line designated "Approximate Location Proposed Fence", to point "E" as indicated on said Exhibit "A", and shall be responsible for the maintenance and repair of said fence during the term of this lease or any extension thereof. The fence shall remain on the property at the expiration or sooner termination of this lease.

10. Due to fire hazard, no tracer ammunition or incendiary shells, such as phosphorus, shall be used at any time on the leased premises, and all weapons in excess of 50

Remove all weapons on lease 7/25/46

caliber shall be fired into the designated impact areas delineated in green on Exhibit "A". There shall be no firing of any nature which will endanger the use of the road or ditch trails as shown on the said Exhibit "A".

11. The GOVERNMENT, in accordance with applicable law, shall indemnify and save the LESSOR and all other owners of interests in the Hui lands of Waikane harmless from and against any loss, expense, claims, damages or demands of any nature whatsoever which may arise as a result of the GOVERNMENT'S use and occupancy of the leased premises, including, without prejudice to the generality of the foregoing, any loss, claims or demands which may occur at any time subsequent to the expiration or termination of this lease caused by the detonation of shells, explosives or ammunition of any nature whatsoever not removed from the area by the GOVERNMENT pursuant to the provisions of Paragraph 8 hereof.

*See Schedule
Part 1
Chin for 1955*

12. All roads within the leased premises, used by the GOVERNMENT, existing at the time of entry thereon by the GOVERNMENT, together with such roads as may be subsequently constructed by mutual agreement between the GOVERNMENT and the LESSOR, shall be repaired and maintained by the GOVERNMENT at its sole expense, in a manner satisfactory to the LESSOR, during the term of this lease and any renewal thereof.

13. Any notice under the terms of this lease shall, if given by the GOVERNMENT, be addressed to the LESSOR at the address hereinabove given, and if given by the LESSOR shall be in duplicate, addressed to the Commanding General, Fleet Marine Force, Pacific, until notice in writing has been given in the manner herein stated of a change of address by the party entitled to receive any such notice.

14. In the event the GOVERNMENT undertakes to acquire title to the leased premises or any part thereof or any estate,

or interest therein by condemnation or otherwise, the LESSOR will claim no damages or compensation or value for, or any interest in any improvements made to the premises by the GOVERNMENT, and the condition of the premises as of the date of this lease shall be taken for all valuation and other purposes as its condition on the date of acquisition or taking in condemnation; the amount of rental herein stated shall not be considered or referred to as any indication of the value of the premises or the fair rental value thereof; no interest shall accrue against the GOVERNMENT during any period for which rental may have accrued under the terms of this lease; and the parties to this lease will execute such stipulations and take such action as may be necessary to carry out the agreements herein made.

✓ 15. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom; provided that this Condition 15 shall not be construed to extend to this lease if made with a corporation for its general benefit.

✓ 16. The LESSOR warrants that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the LESSOR for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to cancel this lease without liability, or in its discretion to deduct from the rent due the LESSOR from the GOVERNMENT the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the first day of July, 1953.

/s/ A. Lester Marks
A. Lester Marks

/s/ Loy M. Marks
Loy M. Marks

/s/ Herbert M. Richards
Herbert M. Richards

TRUSTEES UNDER THE WILL AND OF
THE ESTATE OF L. L. McCANDLESS,
DECEASED

WAIHAOLE WATER COMPANY, LIMITED

By /s/ C. Hutton Smith
its Vice President

By /s/ M. A. Pietschman
its Asst. Treasurer

UNITED STATES OF AMERICA

/s/ H. F. Stevenson
H. F. STEVENSON, LT. COLONEL, U.S.M.C.
Contracting Officer, Headquarters,
U. S. Marine Corps

ACKNOWLEDGMENT

TERRITORY OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 30th day of July, 1957, before me personally appeared A. LESTER MARKS, LOY M. MARKS and HERBERT M. RICHARDS, who, being by me duly sworn, did say that they are Trustees under the Will and of the Estate of L. L. McCandless, deceased; that the foregoing instrument was executed by them in their capacity as such Trustees; and severally acknowledged that they executed the same as their free act and deed in such capacity.

/s/ Hattie Pang Lee
Notary Public, First Judicial
Circuit, Territory of Hawaii

My Commission expires June 30, 1957

TERRITORY OF HAWAII
CITY AND COUNTY OF HONOLULU } ss.

On this 20th day of July, 1953, before me
appeared C. Hutton Smith and M. A. Pietschman
to me personally known, who, being by me duly sworn, did say
that they are the Vice President and ASST. Treasurer
respectively, of WAIANOLE WATER COMPANY, LIMITED, a Hawaii
corporation; that the seal affixed to the foregoing instrument
is the corporate seal of said corporation; that said instrument
was signed and sealed in behalf of said corporation by authority
of its Board of Directors; and said C. Hutton Smith and
M. A. Pietschman acknowledged that they executed the
same as the free act and deed of said corporation.

/s/ Bertha L. Quintero
Notary Public, First Judicial
Circuit, Territory of Hawaii
My Commission expires 6-30-57

1721106.2725
Operations & Maintenance
Marine Corps 1961

By K. K. K.
Accounting: 57320
Allocation: 72237
Expenditure: 45391

HCM 723 76

L E A S E

THIS LEASE, made and entered into by and between ELIZABETH LOY MARKS, A. LESTER MARKS, JR., ELIZABETH MARKS STACK and CYNTHIA MARKS SALLEY, beneficiaries under the Will and of the Estate of L. L. McCandless, deceased, claimants to 95.46% of the shares of the Hui O Waikane, whose post office address is Post Office Box 497, Honolulu 9, Hawaii, and WAIHAOLE WATER COMPANY, LIMITED, an Hawaiian corporation, claimant of 1.51% of the shares of the Hui O Waikane, whose Post Office address is c/o Oahu Sugar Company, Limited, Waipahu, Hawaii, and WADSWORTH YEE, Attorney-in-Fact for Charles N. Kamaka, et. al.; claimant to 3.03% of the shares in the Hui O Waikane, whose Post Office address is 1549 Thurston Avenue, Honolulu 14, Hawaii, their successors and assigns, hereinafter called the LESSORS, and the UNITED STATES OF AMERICA, represented by the Contracting Officer, Headquarters, U.S. Marine Corps, hereinafter called the GOVERNMENT,

WITNESSETH:

The parties hereto for the consideration hereinafter mentioned covenant and agree as follows:

1. The LESSORS hereby lease to the GOVERNMENT the following described premises:

An area comprised of one thousand sixty-one (1,061) acres, more or less, located at Waikane, Koolaupoko, Oahu, Hawaii, delineated in red as Parcels "A" and "B" on DFWC Drawing No. OA-N1-2352, marked Exhibit "A", attached hereto and made a part hereof,

to be used as a training area; together with a right-of-way for ingress and egress to the premises hereby demised over the unpaved road on lands of the LESSORS leading to Kamchameha Highway and designated "Waikane Camp Road", subject to rights of Waiahole Water Company, Limited under the Bill of Sale from L. L. McCandless dated December 30, 1912.

RESERVING TO THE LESSORS, their agents and employees, use of the portions of said "Waikane Camp Road" and all existing trails within the boundaries of the leased premises, jointly with the GOVERNMENT and subject to all covenants, conditions, reservations, easements and rights-of-way of record in the Bureau of Conveyances, State of Hawaii.

2. TO HAVE AND TO HOLD the described premises with appurtenances for the term beginning July 1, 1961 and ending June 30, 1962, both dates inclusive, paying therefor ONE THOUSAND NINE HUNDRED DOLLARS (\$1,900.00) as annual rental, this being the sum of \$1.79 $\frac{1}{2}$ per acre; plus taxes, rates and assessments to which said premises or any part thereof are now or during the term of this lease or any extension thereof may be assessed or become liable by authority of law, provided that with respect to any assessment made under any betterment or improvement law which may be payable in installments, the GOVERNMENT shall be required to pay only such installments, together with interest, as shall become due and payable during the term of this lease or any extension thereof.

3. The GOVERNMENT will not assign this lease in any event and will not permit the use of said premises by anyone other than authorized personnel of the GOVERNMENT in connection with regular training missions and only in connection with such missions. Further, the GOVERNMENT shall maintain the leased premises during this lease or any extension thereof in a manner satisfactory to the LESSORS.

4. This lease may, if adequate appropriations are available, and without notice, be renewed by the GOVERNMENT from year to year at the rental set out above, and otherwise upon the terms and conditions herein specified. PROVIDED, HOWEVER, if the LESSORS should choose to deny any renewal of this lease, they may do so by delivering to the GOVERNMENT written notice of their intention at least sixty (60) days prior to the anniversary date of any renewal.

5. Annual rental due hereunder for the period July 1, 1961 to June 30, 1962, shall become due and payable in two equal installments on December 31, 1961 and June 30, 1962. Thereafter, during any extension of this lease as herein provided, the annual rent shall become due in two equal installments on the December 31st and the June 30th falling within the period of such extension. Invoices for annual rental due under the terms of this lease shall be submitted by the LESSORS in quintuplicate to the Commanding General, Fleet Marine Force, Pacific, c/o Fleet Post Office, San Francisco, California. All invoices shall contain the following certification:

"It is hereby certified that the above bill is correct and just; and that payment therefor has not been received."

6. Upon submission by the LESSORS to the GOVERNMENT of proper evidence showing the payment of taxes, assessments and other charges for which the GOVERNMENT is obligated to reimburse the LESSORS hereunder, the GOVERNMENT shall reimburse the LESSORS an amount equal to such payments.

7. During any extension of this lease the GOVERNMENT may terminate such extension as of the following December 31 or June 30 by giving sixty (60) days advance notice of such intent in writing to the LESSORS, computed from the date of mailing, and in such event the GOVERNMENT shall not be liable for the payment of annual rent, taxes, assessments or other charges for that portion of the renewal period beyond the effective date of such termination. Further, upon breach by the GOVERNMENT of any of the covenants contained in this lease, and upon failure by the GOVERNMENT to heal such breach within thirty (30) days of written notification thereof from the LESSORS, computed from the date of mailing, the LESSORS may terminate this lease or any extension thereof by giving sixty (60) days advance notice in writing to the GOVERNMENT, computed from the date of mailing.

8. The GOVERNMENT shall have the right, during the existence of this lease, to erect such structures or signs upon the leased premises as may be necessary for the purpose for which the premises are to be used, which said structures or signs so placed upon the said premises shall be and remain the

property of the GOVERNMENT and may be removed therefrom by the GOVERNMENT prior to the expiration or termination of this lease, and the GOVERNMENT if required by the LESSORS shall remove such structures or signs and restore the premises to a condition as good as that existing on the date of entry thereon by the GOVERNMENT under this lease, and prior Lease Agreements NOn-69811 and NOn-65801, as amended, reasonable and ordinary wear and tear, damage by the elements, or by circumstances over which the GOVERNMENT has no control excepted; provided, however, that if the LESSORS require such restoration, the LESSORS shall give written notice thereof to the GOVERNMENT at least thirty (30) days before the expiration or termination of this lease, said notice to specify the extent of such required restoration and to be subject to the condition that the GOVERNMENT shall be allowed a reasonable length of time within which to restore the premises without incurring liability for rent or other charges in the event that the time required for restoration of the premises should extend beyond the date of expiration or termination of this lease; and FURTHER PROVIDED that in any event the GOVERNMENT shall remove from the leased premises prior to the expiration or termination of this lease all ammunition, unexploded shells ("duds") and explosives of any nature whatsoever, and that all impact areas designated pursuant to the terms of Paragraph 9 hereof shall be replanted by the GOVERNMENT in a manner satisfactory to the Department of Agriculture and Conservation of the State of Hawaii.

*3/22/68
get
information
time to
clean*

*must
remove
All
Explosives*

perme as
How 10
on 10/30/1

9. Due to fire hazard, no tracer ammunition or incendiary shells, such as phosphorus, shall be used at any time on the leased premises, and all weapons in excess of 50 caliber shall be fired into the designated impact areas delineated in green on Exhibit "A". There shall be no firing of any nature which will endanger the use of the road or ditch trails as shown on the said Exhibit "A".

Protect
US from
liability

10. The GOVERNMENT, in accordance with applicable laws, shall indemnify and save the LESSORS and all other owners of interests in the Hui lands of Waikane harmless from and against any loss, expense, claims, damages or demands of any nature whatsoever which may arise as a result of the GOVERNMENT'S use and occupancy of the leased premises, including, without prejudice to the generality of the foregoing, any loss, claims or demands which may occur at any time subsequent to the expiration or termination of this lease caused by the detonation of shells, explosives or ammunition of any nature whatsoever not removed from the area by the GOVERNMENT pursuant to the provisions of Paragraph 8 hereof.

Per subject
Reg's per
claim
loss

11. All roads within the leased premises, used by the GOVERNMENT, existing at the time of entry thereon by the GOVERNMENT, together with such roads as may be subsequently constructed by mutual agreement between the GOVERNMENT and the LESSORS, shall be repaired and maintained by the GOVERNMENT at its sole expense, in a manner satisfactory to the LESSORS, during the term of this lease and any renewal thereof.

12. Any notice under the terms of this lease shall, if given by the GOVERNMENT, be addressed to the LESSORS at the addresses hereinabove given, and if given by the LESSORS shall be in duplicate, addressed to the Commanding General, Fleet Marine Force, Pacific, until notice in writing has been given in the manner herein stated of a change of address by the party entitled to receive any such notice.

13. In the event the GOVERNMENT undertakes to acquire title to the leased premises or any part thereof or any estate, or interest therein by condemnation or otherwise, the LESSORS will claim no damages or compensation or value for, or any interest in any improvements made to the premises by the GOVERNMENT, and the condition of the premises as of the date of this lease shall be taken for all valuation and other purposes as its condition on the date of acquisition or taking in condemnation; the amount of rental herein stated shall not be considered or referred to as any indication of the value of the premises or the fair rental value thereof; no interest shall accrue against the GOVERNMENT during any period for which rental may have accrued under the terms of this lease; and the parties to this lease will execute such stipulations and take such action as may be necessary to carry out the agreements herein made.

14. No member of or delegate to Congress or resident commissioner shall be admitted to any share or part of this lease or to any benefit that may arise therefrom; provided that

*Debris
will be
removed
on the
premises
or*

*Lesser
amount
of
rental*

this Paragraph 14 shall not be construed to extend to this lease if made with a corporation for its general benefit.

15. The LESSORS warrant that no person or selling agency has been employed or retained to solicit or secure this lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide established commercial or selling agencies maintained by the LESSORS for the purpose of securing business. For breach or violation of this warranty, the GOVERNMENT shall have the right to cancel this lease without liability, or in its discretion to deduct from the rent due the LESSORS from the GOVERNMENT the full amount of such commission, percentage, brokerage, or contingent fee.

IN WITNESS WHEREOF, the parties hereto have duly executed this lease as of the first day of July, 1961.

Elizabeth Loy Marks Attorney-in-fact
ELIZABETH LOY MARKS for

A. Lester Marks, Jr. Attorney-in-fact
A. LESTER MARKS, JR. for

Elizabeth Marks Stack
ELIZABETH MARKS STACK

Cynthia Marks Salley
CYNTHIA MARKS SALLEY

WAIHOLE WATER COMPANY, LIMITED

By _____
VICE PRESIDENT

JEL

By *Charles M. Kamaka*

Wadsworth Yee
WADSWORTH YEE, Attorney-in-fact
for Charles M. Kamaka, et. al.

UNITED STATES OF AMERICA

By *J. I. ...*
CONTRACTING OFFICER,
Headquarters, U.S. Marine Corps

CORPORATION

STATE OF HAWAII, }
City and County of Honolulu } ss.

On this 4th day of August, A. D. 1961, before me appeared
J. E. Ednie and Thos. Bowman
to me personally known, who, being by me duly sworn, did say that they are the
Vice President and Assistant Secretary
respectively of WAIHOLE WATER COMPANY, LIMITED
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 corpora-
tion by authority of its Board of Directors, and the said J. E. Ednie
Thos. Bowman acknowledged said instrument to be the
free act and deed of said corporation.

[Signature]
Notary Public, State of Hawaii

My Commission Expires August 20, 1962

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU } ss.

On this 5th day of July, 1961, before me personally appeared HERBERT M. RICHARDS, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact for ELIZABETH LOY MARKS, duly appointed under Power of Attorney dated October 7, 1960, and recorded in the Bureau of Conveyances of the State of Hawaii at Honolulu in Liber 3998, at Page 266, which Power of Attorney is now in full force and effect; that the foregoing instrument was executed in the name and behalf of said ELIZABETH LOY MARKS, by said HERBERT M. RICHARDS, as her Attorney in Fact; and said HERBERT M. RICHARDS, acknowledged said instrument to be the free act and deed of said ELIZABETH LOY MARKS.

Hattie Pama Lee
Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires June 30, 1965

STATE OF HAWAII
CITY AND COUNTY OF HONOLULU } ss.

On this 5th day of July, 1961, before me personally appeared ELIZABETH MARKS STACK, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Hattie Pama Lee
Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires June 30, 1965

STATE OF HAWAII)
 : SS.
COUNTY OF HAWAII)

On this 12th day of July, 1951, before me personally
appeared CYNTHIA MARKS SALLEY, to me known to be the person de-
scribed in and who executed the foregoing instrument, and
acknowledged that she executed the same as her free act and deed.

Notary Public, Third Judicial Circuit
State of Hawaii

My Commission expires March 31, 1953

STATE OF HAWAII }
CITY AND COUNTY OF HONOLULU } ss.

On this 30th day of August, 1961, before me personally appeared WADSWORTH YEE, to me personally known, who, being by me duly sworn, did say that he is the Attorney in Fact for CHARLES M. KAMAKA, et al, duly appointed under Power of Attorney dated March 21, 1954, and recorded in the Bureau of Conveyances of the State of Hawaii at Honolulu in Liber 2809, at Page 228, which Power of Attorney is now in full force and effect; that the foregoing instrument was executed in the name and behalf of said CHARLES M. KAMAKA, et al, by said WADSWORTH YEE, as their Attorney in Fact; and said WADSWORTH YEE acknowledged said instrument to be the free act and deed of said CHARLES M. KAMAKA, et al.

John M. King
Notary Public, First Judicial
Circuit, State of Hawaii

My commission expires 3-31-64.

APPENDIX C
Newspaper Articles

2 Are Killed, 2 Injured As 'Dud' Shell Explodes

As Richard Kaupe, 13, Waikane, was handling a supposedly dud shell to an army sentry at the main gate of a beach army post at 1:15 p. m. Sunday, the shell exploded, killing Richard and the sentry and wounded two of three Waikane boys who, with Richard, had found the shell on a target range a mile above the beach.

Detective Theodore Kinney said it appeared the shell might have been a 60 millimeter projectile.

His left arm torn off and his face and the front part of his body wounded, Richard died apparently instantly.

The sentry, 21 years old, died en route to a hospital.

His name may not be published until army authorities notify his family.

Shrapnel broke the left leg of Lawrence Nishimura, 7, and cut Harry Sueyoshi, 6, not very seriously, on forehead, left wrist and right shoulder. Both suffered shock. David Kaupe, brother of Richard, apparently was not hurt.

Detective Kinney said the boys had gone up to the range after lunch and on finding the shell had put it in a box and taken it to the army post.

It exploded when out of the box.

Waikane Youth, Sentry Killed As Shell Explodes

Richard Kaupe, 13, and an Army sentry were killed at 1:30 p. m. Sunday when a supposedly dud shell exploded as Richard was handing it to the sentry. The fatal explosion took place at the main gate of a beach Army post in the Waikane district.

Richard died instantly. His left arm had been torn off and his face and the front of his body badly wounded. The sentry, 21, died on the way to the hospital.

Two of the three Waikane boys, who were with Richard at the time he found the shell on a target range a mile up the beach, were injured. Shrapnel fractured the left leg of Lawrence Nishimura, 7, and cut Harry Sueyoshi, 6, on the forehead. Both boys suffered from shock and are in an Army hospital at Waikane. David Kaupe, brother of Richard, was not hurt.

Detective Theodore Kinney said it appeared the shell may have been a 60 millimeter projectile. According to Kinney, the boys had gone up to the range after lunch and on finding the shell had put it in a box and taken it to the army post.

Army authorities yesterday were investigating the accident. The sentry's name may not be published until his parents have been notified.

Young Kaupe was the son of Mr. and Mrs. Eli Kaupe, of Waikane. In addition to his parents, Richard is survived by four sisters, Mrs. Mary Nishimura, Mrs. Maria Pacyau, Mrs. Sarah Santos and Mrs. Bella Naone, and three brothers, James, David and Mitchell Kaupe.

Friends may call after 9 tomorrow morning at the Nuuanu Funeral Parlors, from where the funeral procession will leave at 12 noon Wednesday for the Waikane Catholic church, where services will be held, followed by interment in the church cemetery.



MINE DETECTORS such as these operated by these army men, are used to pick up signs of buried duds in many danger areas of the islands.—Signal corps photo.

Army Lists Dud Filled, Danger Spots on Oahu, Outer Islands

A plea to island residents to steer clear of army practice ranges and former impact areas was issued Wednesday by Col. James L. Guion, commanding officer of ordnance service, USARPAC.

"Vacation time is danger time for anyone who ventures into dud filled ranges," Col. Guion warned.

CLEAR SIGNAL

All areas used for target bombing and gunnery practice have been given a clean bill of health by the 212th ordnance bomb disposal squad and 18th engineer search team before the land is returned to its owner, the officer said.

"However, it is probable that duds will continue to be uncovered in these same areas for years to come due to upheavals caused by erosion, tide and cultivation of heretofore unused land," he explained.

He pointed out that in some parts of the mainland cannon balls and shells which were fired during the Civil War are still being unearthed.

"Under no circumstances will anyone be allowed to enter Kahuku, Makua and Schofield impact areas," he said, "because these ranges are still under army control and frequently used for practice firing."

Rabbit Island and Kahoolawe are

both KAPU. Rabbit island is restricted by territorial law and the island off Maui is used for bombing practice.

Areas on Oahu which may be entered with caution are: Kawailoa range, Ft. Hase range, Iolekaa valley, Pali impact area, Marconi impact area, Waikane valley, Heeia range and Wailupe range.

Proceed with caution on islands off Oahu, particularly Mokolii, Kahikaipu, Mokuflua, Moku Manu and Mokuauia, it is advised.

DANGER SPOTS

Visitors to outer islands should beware of the following areas which are still danger spots.

Hawaii: Pohakuloa, Kilauea and Pakini artillery areas

Kauai: Waimea impact area; Kauai desert; Waialua, Grove Farm; Anahola-Maloa and Knudson Gap artillery impact areas; Asaki ranch and Barking Sands rocket ranges.

Maui mountain sides and artillery range are still harboring many unexploded missiles and persons finding duds should mark the location and report their findings to the police department.

Two smaller islands, Molokini and Mokuieia have been cleared, but more duds will probably ap-

Kaaawa Children Play With Rifle Grenade; One Throws It, It Explodes And Hurts 3

A rifle grenade, which a group of Kaaawa children were using as a toy, exploded and injured three children yesterday.

Two other youngsters escaped injury as the grenade went off in the garage of a Kaaawa home. It was so powerful a blast that it hurled a heavy power saw the length of the garage.

Most seriously injured was Dennis Seymour, 13, who suffered a broken jaw and had grenade fragments imbedded in his jaw and neck. He was admitted to Kahuku Hospital, but re-

ported in satisfactory condition.

HIS SISTER, Jo Ellen, 6, was struck by fragments in the shoulder, abdomen and legs.

She was treated and released.

Also released after treatment was Dan Murata, 11, who was struck in the legs by fragments. His brother, Melvin, 13, and Frank Kawana, 13, were uninjured.

The explosion rocked the home of Mr. and Mrs. George Seymour Jr., Dennis' parents, about 3 p.m.

POLICE SAID Dennis

threw the grenade against the garage wall and the impact detonated the weapon.

"Dennis later told me he had been keeping the grenade in a drawer in his room," Seymour said. "It must have been there about two months. That's the last time I remember him going to the Waikane range."

Seymour, a sales representative for Meadow Gold Dairies, said he had forbidden his son to go to the range and had also warned

other boys in the neighborhood.

"When Dennis threw the thing, it landed between the wall and a pile of materials in my workshop. That apparently saved the children's lives. The stuff absorbed most of the concussion," Seymour said.

It blew the power saw clear across the garage."

SEYMOUR said a friend later told him it was a fragmentation grenade with a three-second detonation delay.

Police called a Marine explosives disposal team from Kaneohe Marine Corps Air Station after the accident. They searched the neighborhood and reportedly confiscated a number of other "souvenirs" from the Army range.

"I wish the Army would be more careful about leaving these things around where children can get at them," a Kahuku Hospital spokesman said. "We've had other accidents like this before."

APPENDIX D
After Action Report – 20 Sep 76

UNITED STATES MARINE CORPS
Explosive Ordnance Disposal Team
Brigade Service Support Group
1st Marine Brigade, Fleet Marine Force
APO San Francisco, 96302

RE: jwb
6027
20 September 1976

From: Project Officer
To: Commanding General, 1st Marine Brigade (ATTN: Assistant Chief of Staff, G-4)
Via: Commanding Officer, Brigade Service Support Group
Subj: After Action Report; Waikane Valley Training Area
Encl: (1) Dud Ordnance Destroyed
(2) Demolition Material Used
(3) Map of Waikane Valley Training Area
(4) List of Personnel Clearing Impact Area

1. BACKGROUND. By CG, FMFPac message 261956Z JUL 76, the 1st Marine Bde was assigned the task of degrading/removal of ordnance from the KAWAIA portion of the Waikane Valley Training Area. The Commanding General, 1st Marine Brigade assigned the Brigade Service Support Group the project of clearing this area. Captain K. W. BERRY 316 40 1161, Brigade Explosive Ordnance Disposal Officer, was assigned as overall Project Officer.

2. SUMMARY OF OPERATIONS. Three Planning Meetings were held with the Marine Corps Air Station Public Works Department, to formulate Operational Plans, Equipment/Personnel Requirements, etc..

a. Work started on the clearing operation on 9 August 1976, with primary support from the following: LIMA Company, 3/3
LIMA Company, 3/3
ATO Technicians, BSSG
EMGR. Personnel, BSSG
EOD Technicians, BSSG
Radio Support, 3/3 and BSSG

b. Safety Lectures were held daily for all personnel working in the area. On 9 August 1976, two Companies of Infantry conducted a Sweep of the High Ground in Area 2 of enclosure (3). The dense jungle in the valleys precluded taking a large body of personnel into such areas as control, and movement was impossible. The Infantry troops policed the area of discarded ration cans, expended brass, and any other Government items located. One 3 High Explosive round was found at GRID 163778, EOD personnel disposed of the round at KMEAS Demolition Range. All personnel from 3/3 were recovered after the first day due to the above and not being able to utilize those personnel in the impact area.

ENCLOSURE T 1

EXHIBIT K

KMB:jwb

8027

20 September 1976

c. From 10 to 17 August 1976, the main Impact Areas in Areas 1 and 2 (Map Sheet 5421 III SE and Sheet 5420 IV NE, enclosure (3)) were cleared of all surface ordnance located.

d. Explosive Ordnance Disposal Technicians, Engineers, and Ammunition Technicians would clear the Target Areas of practice ordnance and stack these items in large boxes for H.S.T. lifts to IMCAS for further disposal. A total of 9 H.S.T. lifts were made, carrying over 24,400 pounds of practice ordnance and scrap from the area, 42 items of explosive ordnance were disposed of by detonation in the KAMAKA portion of the Training Areas 1 and (enclosure 1).

e. Explosives utilized in the destruction of dud ordnance found in the Impact Areas are listed in enclosure (2). A total of five shots were made.

f. The Engineer Company, BSCG, graded and compacted the roads in the Training Area. Work was finished on 13 September 1976. There were many delays due to wet weather conditions.

3. PROBLEMS. The following problems were encountered while clearing the Waikane Valley Training Area.

a. Due to the dense coverage and ground cover in the Impact Areas, all rounds could never be located and removed.

b. Due to the degree of incline of the Impact Area, I feel that several rounds have washed down the hills and are covered by a two to three foot layer of earth.

c. Due to the degree of incline which necessitated personnel to hang by ropes to remove practice 3.5 inch Rockets from the two Impact Areas.

d. Due to the extremely rough terrain and dense jungle most ordnance and trash found in the valleys of the Impact Areas had to be removed by hand and carried out in haversacks on the backs of the personnel.

4. CONCLUSIONS. The Waikane Valley Training Area can never be certified free of duds, practice ordnance, etc.. Due to the ground cover, ordnance being buried or items not located due to various reasons.

a. As the dense jungle growth is cleared or the ground in the Impact Area is bulldozed, it is highly probable that ordnance items will be uncovered. Hence, it is highly recommended that EOD personnel be made available when the BSCG's start to clear the roads and trails in the Impact Areas. I feel this will enhance the safety of the bulldozer operations and help keep the personnel safe from a tragedy due to an accidental detonation of buried ordnance.

ENCLOSURE T | 3

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LIST OF PERSONNEL CLEARING UFACT AREA

SGD PERSONNEL

<u>NAME</u>	<u>SSN</u>	<u>UNIT</u>
CAPT K. W. BERNET	[REDACTED]	SupCo, BSSG
SSGT B. L. DONALDSON	[REDACTED]	SupCo, BSSG
SSGT C. G. KARSCHES	[REDACTED]	SOMS, MICAS
SSGT T. E. BATHORY	[REDACTED]	HMS, MAG-2L
SGT J. W. BENTLEY	[REDACTED]	SupCo, BSSG
SGT J. L. BELL	[REDACTED]	SOMS, MICAS

ENGINEER PERSONNEL

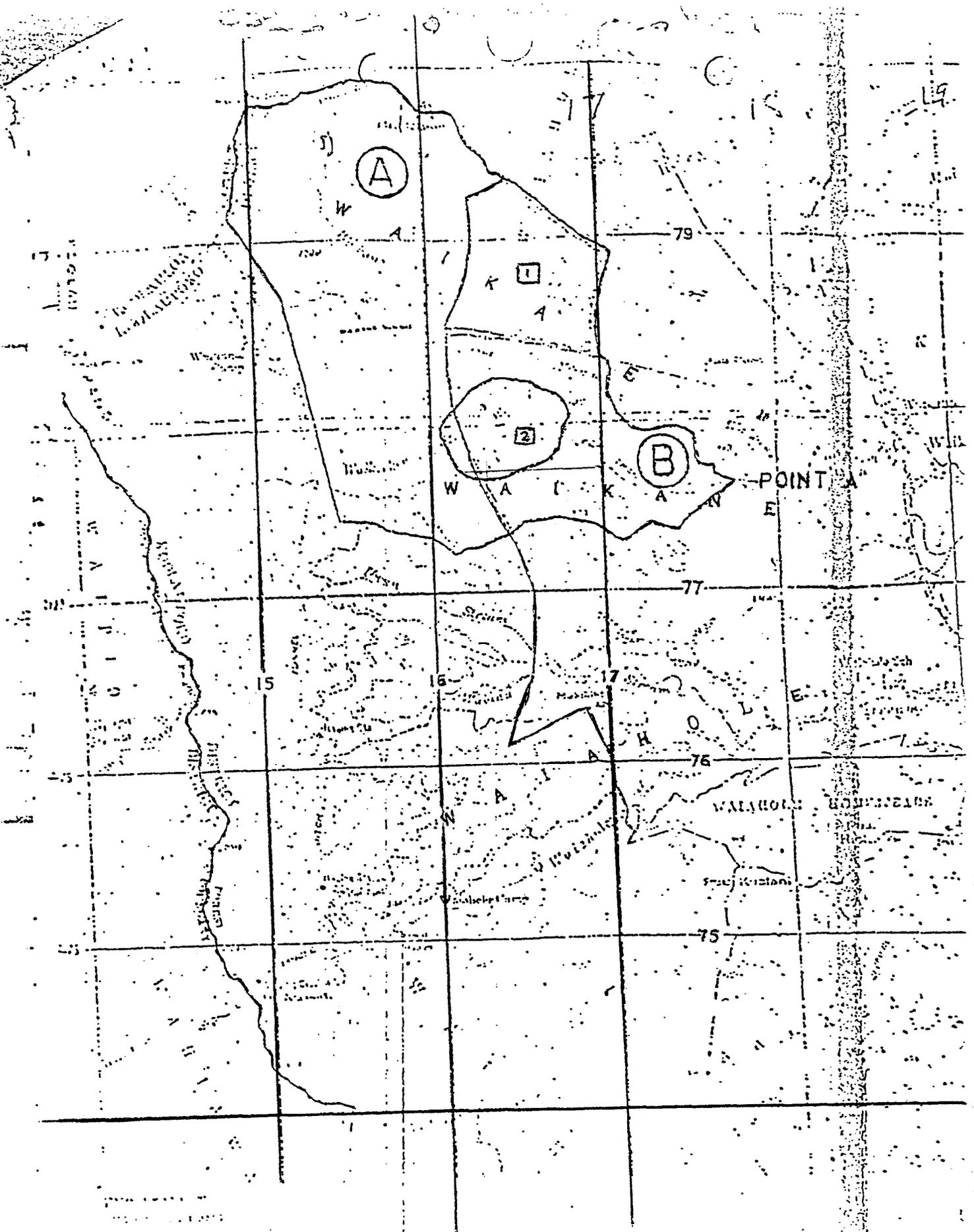
<u>NAME</u>	<u>SSN</u>	<u>UNIT</u>
2nd LT. J. H. PEAGLER	[REDACTED]	EngrCo, BSSG
SSGT R. FISHER	[REDACTED]	EngrCo, BSSG
SGT L. A. GRACE	[REDACTED]	EngrCo, BSSG
SGT D. BEYNSCOURT	[REDACTED]	EngrCo, BSSG
CPL W. H. SMITH	[REDACTED]	EngrCo, BSSG
CPL G. L. ARMSTRONG	[REDACTED]	EngrCo, BSSG
CPL P. P. ST. ROMAEN	[REDACTED]	EngrCo, BSSG
L/CPL R. Q. BRUGGEMAN	[REDACTED]	EngrCo, BSSG
L/CPL T. M. CAMPOS	[REDACTED]	EngrCo, BSSG
L/CPL J. H. ROBBINS	[REDACTED]	EngrCo, BSSG
L/CPL H. W. WELCH	[REDACTED]	EngrCo, BSSG
PFC D. GRANT	[REDACTED]	EngrCo, BSSG

ASST PERSONNEL

<u>NAME</u>	<u>SSN</u>	<u>UNIT</u>
CYSGT D. R. DOCKERT	[REDACTED]	HqCo, BDE
SSGT T. L. HENDRICKSON	[REDACTED]	H&S Co, BSSG
SGT G. SALAZAR	[REDACTED]	SupCo, BSSG
SGT B. A. HUGHES	[REDACTED]	SupCo, BSSG
CPL P. R. JACKSON JR.	[REDACTED]	SupCo, BSSG
CPL T. F. PATTERSON	[REDACTED]	HqCo, BDE
L/CPL R. CUDIT	[REDACTED]	SupCo, BSSG
PFC T. B. HILL	[REDACTED]	H&S Co, BSSG
PFC D. H. HUNT	[REDACTED]	SupCo, BSSG
PFC G. D. HOLLIDAY	[REDACTED]	SupCo, BSSG

ENCLOSURE (4)

ENCLOSURE (6)



ENCLOSURE (3)

ENCLOSURE (1)

Form 200
6027
20 September 1976

DEMOLITION MATERIAL USED

AMOUNT

ITEM

15 pounds
5 each
30 feet
5 each
37 each

C-4 explosive
Non-electric Blasting Caps
Fuse, Time Safety
Fuse Igniters
Smoke Grenades

ENCLOSURE (2)

ENCLOSURE (1)

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DUD ORDNANCE DESTROYED

QUANTITY

ITEM

32
9
1
1

75mm HE rounds
60mm HE Mortar rounds
M-28 HEAT Rifle Grenade
37mm HE round

ENCLOSURE (1)

ENCLOSURE (1)