

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
**HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA**

91-5420 Kapolei Parkway, Kapolei, O‘ahu, Hawai‘i  
Tuesday, June 16, 2020, at 9:30 a.m. via Teleconference  
*Livestream available at [www.dhhl.hawaii.gov/live](http://www.dhhl.hawaii.gov/live)*

*Note: Commission Meeting Packets will be available at [dhhl.hawaii.gov](http://dhhl.hawaii.gov), by Thursday, June 11, 2020.*

**I. ORDER OF BUSINESS**

- A. Roll Call
- B. Approval of Agenda
- C. Approval of Minutes for May 19, 2020
- D. Public Testimony on Agendized Items -Via weblink only; see information below

**II. ITEMS FOR DECISION MAKING**

**A. CONSENT AGENDA**

Homestead Services Division

- D-2 Approval of Consent to Mortgage (see exhibit)
- D-3 Approval of Refinance of Loans (see exhibit)
- D-4 Approval of Streamline Refinance of Loans (see exhibit)
- D-5 Approval of Homestead Application Transfers/Cancellations (see exhibit)
- D-6 Approval of Designation of Successors to Leasehold Interest and Designation of Persons to Receive the Net Proceeds (see exhibit)
- D-7 Approval of Assignment of Leasehold Interest (see exhibit)
- D-8 Approval of Amendment of Leasehold Interest (see exhibit)
- D-9 Approval to Issue Non-Exclusive Licenses for Rooftop Photovoltaic Systems for Certain Lessees (see exhibit)
- D-10 Conditional Approval of Subdivision, Transfer of a Portion of Lease and Amendment – **SHARON K.L.K. AKIMSEU-VICTORINO**, Agricultural Lease No. 3906, Lot No. 105B, Panaewa, Hawaii
- D-11 Conditional Approval of Subdivision, Transfer of a Portion of Lease and Amendment – **KENNETH S.G.A. LEE**, Agricultural Lease No. 4188, Lot No. 116, Panaewa, Hawaii
- D-12 Commission Designation of Successor – **ELLEN KEALA MARIE KINIMAKA SENKUS**, Residential Lease No. 6508, Lot No. G&G1 6, Anahola, Kauai

**B. REGULAR AGENDA**

Office of the Chairman

- C-1 Approval to Expand DHHL COVID-19 Emergency Rental Assistance Program to Include Undivided Interest Lessees
- C-2 Approval of Lease Awards -Kanehili Residential Subdivision, Kapolei, Hawai‘i (see exhibit)
- C-3 Approval of license to operate and maintain non-potable stock water system pursuant to *Honokaia ‘Ohana, et al., v. Masagatani, et al., Civ. No. 09-1-1615-07* – Honokaia ‘Ohana, Honokaia, Hawaii Island, TMK Nos.: (3)4-6-013 :001 through :046; and (3)4-7-007:005.

Land Management Division

- F-1 Approval to Extend Right of Entry Permit No. 685 to US DOI and ControlPoint Surveying, Inc., USGS Control Point, Nanakuli, Lualualei, and Waianae, O'ahu Island various TMK's
- F-2 Approval to Issuance of Right of Entry Permit to Ka Ohana O Kahikinui, Inc., Kahikinui, Maui, TMK: (2)1-9-001:003(p)

Planning Office

- G-1 Approval to Extend the Implementation Period of the Native Hawaiian Development Program Plan

Administrative Services Office

- H-1 Approval of Fiscal Year 2021 Department of Hawaiian Home Lands Budget
- H-2 Transfer of Hawaiian Home Receipts Fund Moneys at the End of the Fourth Quarter, FY 2020

### **III. ITEMS FOR INFORMATION/DISCUSSION**

#### **A. GENERAL AGENDA**

Requests to Address the Commission – In writing via weblink only; see information below

- J-1 Bo Kahui – Villages of La'i'Opua
- J-2 Kekoa Enomoto – Pa'upena Community Development Corporation
- J-3 Cora Schnackenberg – Ahonui Homestead Association
- J-4 Liko Wallace - Na'iwa Homestead Association
- J-5 Robin Danner – Homestead Community Development Corporation
- J-6 Kazzandra Pokini – Waimanalo Residential Lease
- J-7 Meiling Kamealoha – Kapolei Residential Lease
- J-8 Kaleo Cullen – Ka Ohana O Kahikinui
- J-9 James Kalani Jr. – Waimānalo Lease

#### **B. WORKSHOPS**

Planning Office

- G-2 For Information Only – Community Benefits Lessons Learned

#### **C. REGULAR AGENDA**

Homestead Services Division

- D-1 HSD Status Reports
  - A - Homestead Lease and Application Totals and Monthly Activity Reports
  - B – Delinquency Report
  - C - DHHL Guarantees for FHA Construction Loans



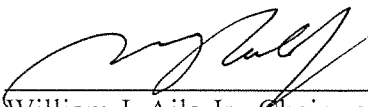
#### IV. EXECUTIVE SESSION

The Commission anticipates convening in executive meeting pursuant to Section 92-5(a)(4), HRS, to consult with its attorney on questions and issues pertaining to the Commission's powers, duties, privileges, immunities, and liabilities on these matters.

1. Update on Honokaia Non-Potable Water System Settlement

#### V. ANNOUNCEMENTS AND ADJOURNMENT

- A. Next Meeting – July 20 & 21, 2020, TBA
- B. Adjournment

  
\_\_\_\_\_  
William J. Aila Jr., Chairman  
Hawaiian Homes Commission

#### COMMISSION MEMBERS

Randy K. Awo, Maui  
Patricia L. Teruya, O'ahu  
Pauline N. Namu'o, O'ahu  
Michael L. Kaleikini, East Hawai'i

Zachary Z. Helm, Moloka'i  
David B. Ka'apu, West Hawai'i  
Dennis L. Neves, Kaua'i  
Russell K. Kaupu, O'ahu

**Public testimony can be submitted in writing via the Department of Hawaiian Home Lands website at [www.dhhl.hawaii.gov/hhc/hhc-contact](http://www.dhhl.hawaii.gov/hhc/hhc-contact)**

**Livestream available at [www.dhhl.hawaii.gov/live](http://www.dhhl.hawaii.gov/live)**

Pursuant to the Governor's May 18, 2020 Supplementary Emergency Proclamation for COVID-19, Hawai'i Revised Statutes Chapter 92 regarding public agency meetings and records is currently suspended through till June 30, 2020 to the extent necessary to enable boards to conduct business without holding meetings open to the public and to allow state agencies the ability to effectively and efficiently provide emergency relief and engage in emergency management functions.

**ITEM C-2 EXHIBIT**  
APPROVAL OF LEASE AWARD  
KANEHILI RESIDENTIAL SUBDIVISION, KAPOLEI, HAWAII

NAME	APPL DATE	LOT NO.	TAX MAP KEY	LEASE NO.
Rosaline Hinch	09/06/1985	18539	(1) 9-1-153:002	12905
Annette Vierra	10/09/1985	18540	(1) 9-1-153:003	12906
Yvonne Niheu	07/05/1985	18547	(1) 9-1-153:010	12919

**ITEM D-2 EXHIBIT**  
APPROVAL OF CONSENT TO MORTGAGE

LESSEE	LEASE NO.	AREA
AKAU, Randall H.	11885	Kanehili, Oahu
BALDADO, Robert G.	9661	Keaukaha, Hawaii
CARINO, Mitchelle	7636	Waiohuli, Maui
CASTILLO, Frederick M., Jr.	12075	Kaupea, Oahu
DINKEL, Erryn K.	6272	Panaewa, Hawaii
DOLFO, Ryan I.	3737	Waimanalo, Oahu
GIFFORD, Steve P.	3788	Nanakuli, Oahu
GONZALES, Kekoa K. K.	12665	Kanehili, Oahu
HALAMA, Isaac A.	8937	Waianae, Oahu
HAUHIO, David	12832	Kauluokahi, Oahu
HEFELE, Ronald H.	10455	Waiohuli, Maui
HEINE, Margaret N. J.	8781	Waimanalo, Oahu
HOLU, Kevin K.	3273	Nanakuli, Oahu
JOVERO, Sarina	12078	Kaupea, Oahu
KALEI, Chris H.	644	Papakolea, Oahu
KANEAKUA, John N., III	2826	Kewalo, Oahu
KAUWE, Keith K., Jr.	8795	Waimanalo, Oahu
KEALOHA, Ronald K.	8877	Hanapepe, Kauai
KEALOHA, William N.	692	Waimanalo, Oahu
KINCAID, James I.	1994	Kewalo, Oahu
LAA, Peter K.	7959	Nanakuli, Oahu
LENCHANKO, Aaron K.	11997	Kaupea, Oahu
LENCHANKO, Nicholas H.	11906	Kaupea, Oahu
LUAVASA, Alfie L. P.	5687	Nanakuli, Oahu
MAKAIKE, Kelcie K.	5104A	Panaewa, Hawaii
MAKILAN, Pedro	12760	Hoolimalima, Oahu
NERPIO, Brandon K.	6541	Anahola, Kauai
RODRIGUEZ, Sharon	10067	Waiehu 3, Maui
SHIMAOKA, Oliver C. I., III	6913	Puukapu, Hawaii
SPOTKAEFF, Maryknoll K. K. L.	11680	Kanehili, Oahu
THOMPSON, Melanie N.	10218	Anahola, Kauai
TSUTSUI, Lyndelle	12230	Waiehu 4, Maui
WINCHESTER, Eugene E. K.	12495	Kauluokahi, Oahu
WOND, Nicholas A. H.	11994	Kaupea, Oahu

**ITEM D-3 EXHIBIT**

APPROVAL OF REFINANCE OF LOANS

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
MIYASHIRO, Hannah K.	9856	Maluohai, Oahu

**ITEM D-4 EXHIBIT**

APPROVAL OF STREAMLINE REFINANCE OF LOANS

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
WEISS, Benjamin K.	5074	Nanakuli, Oahu

**ITEM D-5 - EXHIBIT**

HOMESTEAD APPLICATION TRANSFERS / CANCELLATIONS

<b>APPLICANT</b>	<b>AREA</b>
ALEXANDER, Delphin A.P.	Maui IW Agr
ALEXANDER, Delphin A.P.	Maui IW Res
BENANUA, Eleanor R.	Lanai IW Res
BENANUA, Pauline K.	Lanai IW Res
BIHO, Karen J.K.	Lanai IW Res
CUMMINGS, Theresa L.	Nanakuli Area / Oahu IW Res
GOUVEIA, Lena L.	Oahu IW Res
HANOG, Laikealohaohaliilehua	Lanai IW Res
KAMAKANA, Dennis K., Sr.	Molokai IW Agr
KAWAI, Vaughn L.	Hawaii IW Res
MARROTTE, May K.	Oahu IW Res
PLUNKETT, Larry P.	Lanai IW Res

\* IW = Islandwide

**ITEM D-6 EXHIBIT**

LIST OF LESSEES WHO DESIGNATED SUCCESSORS TO THEIR LEASEHOLD INTEREST FOR  
MONTH OF JUNE 2020

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
ALULI, Noa K.	7480	Waiohuli, Maui
BACOS, Clerese B.	4959	Nanakuli, Oahu
FITZGERALD-TROCHE, Debbie L.	4328	Anahola, Kauai
HAMAI, Shoichi, Jr.	7630	Waiohuli, Maui
KAHANANUI, Ruby K.	2900	Nanakuli, Oahu
KANIHO, Felisa S.	7879	Kamoa, Hawaii
KELIIKOA, Dennis M.	6130	Kalamaula, Molokai
KELIIKOA, Dennis M.	6099	Kalamaula, Molokai
MACDONALD, Karen P.	8622	Nanakuli, Oahu

**ITEM D-7 EXHIBIT**

APPROVAL OF ASSIGNMENT OF LEASEHOLD INTEREST

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
BARGAMENTO, Lyle K.	11330	Kekaha, Kauai
KELII, William K.	5179	Nanakuli, Oahu
MAKINNEY, Azure Dee P.	11398	Kaupea, Oahu
KELII, William K.	11398	Kaupea, Oahu
KEOHULOA, Moana	4832	Hoolehua, Molokai
MAKAIKE, Kelcie K.	5104-A	Panaewa, Hawaii
MAKAIKE, Eric K.	6932	Makuu, Hawaii
AHUNA, Randolph K., Jr.	4184	Panaewa, Hawaii

**ITEM D-8 EXHIBIT**

APPROVAL OF AMENDMENT OF LEASEHOLD INTEREST

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
AHUNA, Randolph K., Jr.	4184	Panaewa, Hawaii
KAHANANUI, Ruby K.	2900	Nanakuli, Oahu
KELIIKOA, Dennis M.	6099	Kalamaula, Molokai
KELIIKOA, Dennis M.	6130	Kalamaula, Molokai
KEOHULOA, Moana	4832	Hoolehua, Molokai
MANOA, William K., Jr.	1639	Nanakuli, Oahu

**ITEM D-9 EXHIBIT**

APPROVAL TO ISSUE A NON-EXCLUSIVE LICENSE FOR ROOFTOP PHOTOVOLTAIC  
SYSTEMS FOR CERTAIN LESSEES

<b>LESSEE</b>	<b>LEASE NO.</b>	<b>AREA</b>
OLSEN, Casey K.	11854	Kanehili, Oahu

**HAWAIIAN HOMES COMMISSION**  
**JUNE 16, 2020**  
**TELECONFERENCE**  
**9:30 A.M.**

**C – ITEMS**  
**OFFICE OF THE CHAIRMAN**

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

To: Chairman and Members, Hawaiian Homes Commission  
From: Lehua Kinilau-Cano, HHL Legislative Analyst  
Subject: Approval to Expand DHHL COVID-19 Emergency Rental Assistance Program to Include Undivided Interest Lessees

RECOMMENDED MOTION/ACTION:

The Hawaiian Homes Commission (HHC) approve the expansion of the DHHL COVID-19 Emergency Rental Assistance Program to include Undivided Interest Lessees.

DISCUSSION

The HHC in March approved DHHL loan deferral for a period of six months, effective with the April 2020 payment for beneficiaries with direct loans and loans assigned to DHHL. In addition, the Coronavirus Aid, Relief, and Economic Security (CARES) Act provides relief for homeowners with government-guaranteed mortgages backed by the FHA, USDA, VA, HUD Section 184A, Fannie Mae, or Freddie Mac to be eligible for loan forbearance for up to one year without fees, penalties, or additional interest, which should assist DHHL lessees that have another type of mortgage besides a direct loan with DHHL as well as Native Hawaiians on the Applicant Waiting List with a government-guaranteed mortgage.

The HHC in April approved emergency rental assistance for Native Hawaiians currently on the Applicant Waiting List who may be experiencing difficulty paying rent as a result of income/job loss due to COVID-19. The DHHL COVID-19 Emergency Rental Assistance Program provides for the payment of security deposit and/or rent for up to six months with an additional six months on a case-by-case basis subject to funding availability for eligible Native Hawaiians on the Applicant Waiting List who have experienced a loss of income/job as a result of COVID-19.

Following HHC approval in April, the DHHL COVID-19 Emergency Rental Assistance Program officially launched on May 11 and over 120 requests for assistance have been received as follows:

<b>Aloha United Way 211</b>			
<b>DRAP - Statistical Report</b>			
<b>05/11/2020 To 05/31/2020</b>			
<b>118</b>	<b>Rent Payment Assistance</b>		
67	Honolulu		
22	Maui		
20	Hawaii		
7	Kauai		
1	Los Angeles		
1	Not Recorded		
<b>118</b>	<b>TOTAL Contact Person's County</b>		
<b>2</b>	<b>Rental Deposit Assistance</b>		
1	Hawaii		
1	Honolulu		
<b>2</b>	<b>TOTAL Contact Person's County</b>		
<b>120</b>	<b>TOTAL Referred Services</b>		

Of the over 120 total referred services, 76 intake contacts have been made with 10 applications approved (7 in Honolulu, 2 in Hawaii, and 1 in Kauai) assisting 21 adults and 10 minors. 57 applications are pending documentation (49) and verification (8). The dispositions on the remaining 9 applications are 4 who reside in the City and County of Honolulu were deemed eligible but no assistance was provided given the program's stipulation that the maximum monthly rent for a household to pay may not exceed 30% of the family's monthly adjusted income and 5 were deemed ineligible, 3 who reside in the City and County of Honolulu are not on the Applicant Waiting List, 1 who resides in the City and County of Honolulu did not meet the income requirement, and 1 who resides out of State.

Soon after the program launched, DHHL began receiving requests for assistance from Undivided Interest lessees who experienced a reduction of income or loss of income/job as a result of COVID-19 and are presently renting. To meet this demand, staff is requesting that the DHHL COVID-19 Emergency Rental Assistance Program be expanded to include Undivided Interest Lessees.

RECOMMENDED MOTION/ACTION:

Staff respectfully requests approval of the motion as recommended.

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Paula Aila, Acting Administrator, Contact & Awards Division

FROM: Michelle Hitzeman, HALE Manager

SUBJECT: Approval of Lease Award

RECOMMENDED MOTION/ACTION

Approve the awards of Department of Hawaiian Home Lands Residence Lot Leases to the applicants listed below for ninety-nine (99) years, subject to the purchase of the existing improvements on the lot by way of a loan or cash.

DISCUSSION

Kanehili Residential Subdivision, Kapolei, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO</u>	<u>TAX MAP KEY</u>	<u>LEASE NO</u>
Rosaline Hinch	09/06/1985	18539	(1) 9-1-153:002	12905
Annette Vierra	10/09/1985	18540	(1) 9-1-153:003	12906
Yvonne Niheu	07/05/1985	18547	(1) 9-1-153:010	12919

With the execution of the foregoing leases, three (3) single family home awards have been completed.



STATE OF HAWAII`I  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

To: Chairman and Members, Hawaiian Homes Commission

From: Tyler I. Gomes, Deputy to the Chairman

Subject: C-3 Approval of license to operate and maintain non-potable stock water system pursuant to Honokaia 'Ohana, et al., v. Masagatani, et al., Civ. No. 09-1-1615-07 - Honokaia 'Ohana, Honokaia, Hawaii Island, TMK Nos.: (3)4-6-013:001 through :046; and (3)4-7-007:005

RECOMMENDED MOTION/ACTION:

The Hawaiian Homes Commission (HHC) approve the license to operate and maintain a non-potable stock water system pursuant to *Honokaia 'Ohana, et al. v. Masagatani, et al.* affecting Honokaia, Hawaii Island, Tax Map Key Nos: (3)4-6-013:001 through :046; and (3)4-7-007:005, and delegating to the Chairman the authority to finalize terms and execute said license.

DISCUSSION

Pursuant to the Settlement, Release, and Indemnity Agreement filed in *Honokaia 'Ohana, et al. v. Jobie Masagatani, et al.*, Civil No. 09-1-1615-07 ECN on September 19, 2013 ("Settlement Agreement"), DHHL agreed to fund the planning, design, engineering and construction of a gravity-fed, nonpotable water system for use as stock water only to serve all current and future lessees within the Honokaia subdivision, previously designated as TMK Nos.: (3)4-6-11:3, :5, :11, :12, & :13; and now designated as TMK Nos.: (3) 4-6-013:001-046, & (3)4-7-007:005 ("Water System"). A copy of the Settlement Agreement is attached as Exhibit 1.

The original terms of the Settlement Agreement set a budget ceiling for the design and construction of the Water System at \$1,165,000. On May 30, 2019, the HHC approved the increase of the budget ceiling for this project to \$1,465,000 on condition that the operating and maintenance license contemplated in the Settlement Agreement be in-place prior to the start of the Water System's construction.

The prospective licensee tendered by Honokaia 'Ohana accepts the terms of the license offered by DHHL, which complies with the terms of the Settlement Agreement. The finalized, executed license will be substantively similar to the draft attached as Exhibit 2, subject to further finalization by the Chairman as authorized under the above motion.

RECOMMENDED MOTION/ACTION:

Staff respectfully requests approval of the motion as recommended.

# EXHIBIT 1

NATIVE HAWAIIAN LEGAL CORPORATION  
1164 Bishop Street, Suite 1205  
Honolulu, Hawaii 96813  
Telephone: (808) 521-2303

1ST CIRCUIT COURT  
STATE OF HAWAII  
FILED

2013 SEP 19 PM 4:11

N. ANAYA

CLERK

ALAN T. MURAKAMI 2285  
SHARLA A. MANLEY 8868  
ASHLEY K. OBREY 9199  
Attorneys for Plaintiffs

IN THE CIRCUIT COURT OF THE FIRST CIRCUIT

STATE OF HAWAII

HONOKAIA 'OHANA, T.J. AKIONA,  
DOLORES RAMOS, YVONNE L.K. DELUZ,  
LEHUA HO'OPAI, DIANA TERUKINA,  
RUBY ISAACS, and MICHAEL ISAACS,

Plaintiffs,

vs.

JOBIE MASAGATANI, in her capacity as  
Chairperson of the Hawaiian Homes  
Commission and the Director of the  
Department of Hawaiian Home Lands; GENE  
ROSS DAVIS, JEREMY K. HOPKINS,  
PATRICIA W. SHEEHAN, WALLACE A.  
ISHIBASHI JR., MICHAEL KAHIKINA,  
RENWICK V.I. TASSIL, and LEIMANA K.  
DAMATE, in their capacities as members of  
the Hawaiian Homes Commission;  
HAWAIIAN HOMES COMMISSION; and  
the DEPARTMENT OF HAWAIIAN HOME  
LANDS, STATE OF HAWAII, JOHN DOES  
1-10; JANE DOES 1-10; Governmental Units or  
Other Entities 3-20,

Defendants

Civil No. 09-1-1615-07 ECN  
(Declaratory Relief and Other Civil Action)

STIPULATION FOR DISMISSAL WITH  
PREJUDICE OF ALL CLAIMS AND  
PARTIES; EXHIBIT A

Judge: Honorable Edwin C. Nacino

Trial Date: **Week of June 24, 2013**

**STIPULATION FOR DISMISSAL WITH PREJUDICE  
OF ALL CLAIMS AND PARTIES**

WHEREAS, on July 13, 2009, the Honokaia `Ohana along with a number of Honokaia lessees or individuals related to them filed a complaint against the Hawaiian Homes Commission (“HHC”), the Department of Hawaiian Home Lands (“DHHL”), Jobie Masagatani, in her official capacity as Chairperson of the HHC and Director of the DHHL, and the other members of HHC, also in their official capacities (hereinafter, collectively, “Defendants”) in the Circuit Court of the First Circuit, State of Hawai`i (Civil No. 09-1-1615-07 ECN);

WHEREAS, on August 24, 2009, Defendants removed the case to the Federal District Court for the District of Hawai`i pursuant to 28 U.S.C. §§ 1441 and 1446.

WHEREAS, on May 5, 2010, with leave of court, Plaintiffs filed a second amended complaint, which listed as plaintiffs Honokaia `Ohana, T.J. Akiona, Joseph Papalimu, Allen H.N. Lindsey, Troy K. Familiar, Allison Mayeda, Dolores Ramos, Yvonne L.K. DeLuz, Lehua Ho`opai, Penny Miranda, Flora Beamer Solomon, Malama Solomon, Leimomi Lum, Angela Thomas, Diana Terukina, Ruby Isaacs, and Michael Isaacs;

WHEREAS, on July 23, 2010, Plaintiffs filed three motions for partial summary judgment claiming (1) breach of trust, (2) breach of settlement agreement, and (3) violation of Plaintiffs’ equal protection rights based on Defendants’ failure to provide water to the lessees at the DHHL’s Honokaia pastoral subdivision and Defendants also filed a motion for judgment on the pleadings and for summary judgment.

WHEREAS, on October 25, 2010, after a hearing on the motions on October 18, 2010, the Federal Court granted the Defendants’ Motion for Judgment on the Pleadings and for Summary Judgment with respect to two of the counts, denied Defendants’ Motion for Judgment on the Pleadings and for Summary Judgment with respect to the remaining counts, denied

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Stipulation for Dismissal With Prejudice of All Claims and Parties; *Honokaia `Ohana, et al. vs. Jobie Masagatani, et al.*, Civil No. 09-1-1615-07 ECN.

Plaintiffs' motions for partial summary judgment, and remanded the remaining state law claims to the Circuit Court of the First Circuit in Hawai'i;

WHEREAS, during the pendency of this action, Jobie Masagatani replaced Micah Kane as Chairperson of the Hawaiian Homes Commission and the Director of the Department of Hawaiian Home Lands and new commissioners replaced named commissioners whose terms expired, *see* Hawai'i Rules of Civil Procedure (HRCP) Rule 25(d)(1);

WHEREAS, during the pendency of this action, the parties stipulated to dismiss with prejudice all individual claims of Flora Beamer Solomon, Malama Solomon, Leimomi Lum, Angela Thomas, Allen H.N. Lindsey, Troy K. Familiar, Allison Mayeda, and Penny Miranda;

WHEREAS, during the pendency of this action, Plaintiffs' counsel filed a Suggestion of Death Upon Record for Plaintiff Joseph Papalimu;

WHEREAS, the parties entered into settlement negotiations in 2011, resulting in a draft settlement agreement that was approved by the HHC in executive session on March 19, 2013 and approved by the Attorney General on or before April 8, 2013;

WHEREAS, on April 11, 2013, during a settlement conference with the Honorable Judge Karen Nakasone, the parties read into the record the key terms of the settlement agreement, referring specifically to the above-referenced settlement agreement;

WHEREAS, on August 20, 2013, the HHC formally ratified the Settlement, Release and Indemnity Agreement, attached hereto as Exhibit "A";

WHEREAS, in reliance on the terms and conditions of the attached Settlement, Release and Indemnity Agreement, all remaining Plaintiffs Honokaia `Ohana, T.J. Akiona, Dolores

Ramos, Yvonne L.K. Deluz, Lehua Ho`opai, Diana Terukina, Ruby Isaacs, and Michael Isaacs, have agreed to dismiss their lawsuit with prejudice;

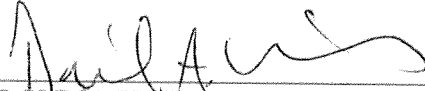
NOW THEREFORE, IT IS HEREBY STIPULATED by and amongst the parties through their respective undersigned counsel that, pursuant to Hawai'i Rules of Civil Procedure Rule 41(a)(1)(B), Plaintiffs HONOKAIA `OHANA, T.J. AKIONA, DOLORES RAMOS, YVONNE L.K. DELUZ, LEHUA HO`OPAI, DIANA TERUKINA, RUBY ISAACS, and MICHAEL ISAACS, by and through their undersigned counsel, and Defendants JOBIE MASAGATANI, in her capacity as Chairperson of the Hawaiian Homes Commission and the Director of the Department of Hawaiian Home Lands; GENE ROSS DAVIS, JEREMY K. HOPKINS, PATRICIA W. SHEEHAN, WALLACE A. ISHIBASHI JR., MICHAEL KAHIKINA, RENWICK V.I. TASSIL, and LEIMANA K. DAMATE, in their capacities as members of the Hawaiian Homes Commission, HAWAIIAN HOMES COMMISSION, the DEPARTMENT OF HAWAIIAN HOME LANDS, and the STATE OF HAWAII, by and through their undersigned counsel, hereby agree to dismiss the above-captioned case with prejudice.

However, upon proper motion filed by any aggrieved party, this Court retains jurisdiction over this matter to enforce the terms and conditions of the Settlement, Release and Indemnity Agreement.

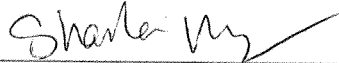
Except as otherwise provided in the Settlement, Release and Indemnity Agreement, each party is to bear his or her own respective costs and attorneys' fees.

A trial date was set for the week of June 24, 2013. Upon approval by this Court of this Stipulation, all claims and parties to this action will be dismissed with prejudice.

DATED: Honolulu, Hawai'i, September 12, 2013.



DONNA H. KALAMA  
DANIEL A. MORRIS  
Attorneys for Defendants



ALAN T. MURAKAMI  
SHARLA A. MANLEY  
ASHLEY K. OBREY  
Attorneys for Plaintiffs

DATED: Honolulu, Hawaii, \_\_\_\_\_.

APPROVED AND SO ORDERED



\_\_\_\_\_  
JUDGE OF THE ABOVE ENTITLED COURT

Stipulation for Dismissal With Prejudice of All Claims and Parties; *Honokaia `Ohana, et al. vs. Jobie Masagatani, et al.*, Civil No. 09-1-1615-07 ECN.

## **SETTLEMENT, RELEASE AND INDEMNITY AGREEMENT**

This Settlement, Release and Indemnity Agreement, by and between Plaintiffs HONOKAIA `OHANA, T.J. AKIONA, DOLORES RAMOS, YVONNE L.K. DELUZ, LEHUA HO`OPAI, DIANA TERUKINA, RUBY ISAACS, and MICHAEL ISAACS and Defendants JOBIE MASAGATANI, in her capacity as Chairperson of the Hawaiian Homes Commission and the Director of the Department of Hawaiian Home Lands, GENE ROSS DAVIS, JEREMY K. HOPKINS, PATRICIA W. SHEEHAN, WALLACE A. ISHIBASHI JR., MICHAEL KAHIKINA, RENWICK V.I. TASSIL, and LEIMANA K. DAMATE, in their capacities as members of the Hawaiian Homes Commission; HAWAIIAN HOMES COMMISSION, and the DEPARTMENT OF HAWAIIAN HOME LANDS, STATE OF HAWAII, relates to Civil No. 09-1-1615-07.

## **WITNESSETH**

WHEREAS, on July 13, 2009, the Honokaia `Ohana along with a number of Honokaia lessees or individuals related to them filed a complaint against the Hawaiian Homes Commission ("HHC"), the Department of Hawaiian Home Lands ("DHHL"), Micah Kane, in his official capacity as Chairperson of the HHC and Director of the DHHL, and the other members of HHC, also in their official capacities (hereinafter, collectively, "Defendants") in the Circuit Court of the First Circuit, State of Hawai'i (Civil No. 09-1-1615-07 ECN) ( "Action");

WHEREAS, on August 24, 2009, Defendants removed the case to the Federal District Court for the District of Hawai'i pursuant to 28 U.S.C. §§ 1441 and 1446;

WHEREAS, on May 5, 2010, with leave of court, Plaintiffs filed a second amended complaint, which listed as plaintiffs Honokaia `Ohana, T.J. Akiona, Joseph Papalimu, Allen H.N.



Lindsey, Troy K. Familiar, Allison Mayeda, Dolores Ramos, Yvonne L.K. DeLuz, Lehua Ho'opai, Penny Miranda, Flora Beamer Solomon, Malama Solomon, Leimomi Lum, Angela Thomas, Diana Terukina, Ruby Isaacs, and Michael Isaacs;

WHEREAS, on July 23, 2010, Plaintiffs filed three motions for partial summary judgment claiming (1) breach of trust, (2) breach of settlement agreement, and (3) violation of Plaintiffs' equal protection rights based on Defendants' failure to provide water to the lessees at the DHHL's Honokaia pastoral subdivision and Defendants also filed a motion for judgment on the pleadings and for summary judgment;

WHEREAS, on October 25, 2010, after a hearing on the motions on October 18, 2010, the Federal Court granted the Defendants' Motion for Judgment on the Pleadings and for Summary Judgment with respect to two of the counts, denied Defendants' Motion for Judgment on the Pleadings and for Summary Judgment with respect to the remaining counts, denied Plaintiffs' motions for partial summary judgment, and remanded the remaining state law claims to the Circuit Court of the First Circuit in Hawai'i;

WHEREAS, during the pendency of this action, Jobie Masagatani replaced Micah Kane as Chairperson of the Hawaiian Homes Commission and the Director of the Department of Hawaiian Home Lands and new commissioners replaced named commissioners whose terms expired, *see* Hawai'i Rules of Civil Procedure (HRCP) Rule 25(d)(1);

WHEREAS, during the pendency of this action, the parties stipulated to dismiss with prejudice all individual claims of Flora Beamer Solomon, Malama Solomon, Leimomi Lum, Angela Thomas, Allen H.N. Lindsey, Troy K. Familiar, Allison Mayeda, and Penny Miranda, and Plaintiffs' counsel filed a Suggestion of Death Upon Record for Plaintiff Joseph Papalimu; and

WHEREAS, the Parties desire to settle any and all issues related to the Action;

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, as follows:

**A. Construction of a Non-Potable Water System**

1. In consideration of the terms, conditions and promises to be made by the Parties<sup>1</sup> in this Settlement, Release and Indemnity Agreement (the "Agreement"), Defendants<sup>2</sup> will agree to fund the planning, design, engineering and construction of all primary components, including all laterals off the main line as well as submeters, of a gravity-fed, non-potable water system designed to serve all current and future lessees of the Honokaia subdivision<sup>3</sup> (hereinafter referred to as the "Water System").
2. Defendants' obligation to fund the design and construction of the primary components of the Water System is conditioned on the following:
  - a. The cost to design and construct the Water System does not exceed \$1,165,000.00, based on actual bids/proposals received in response to solicitations by DHHL for bids/proposals to design and construct the Water System. If the Water System cannot be designed and constructed for less than \$1,165,000.00, Defendants shall enter into renegotiation with Releasors to assess the feasibility of a less costly design for the Water System.
  - b. In consultation with a designated representative of Releasors<sup>4</sup> during the design phase of the planning for the Water System as to the (1) route of the pipeline, (2) the location of the meters, and (3) the general

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<sup>1</sup> "Parties" refers to the Releasors and Defendants (defined below).

<sup>2</sup> "Defendants" refers to Jobie Masagatani, in her capacity as Chairperson of the Hawaiian Homes Commission and the Director of the Department of Hawaiian Home Lands, Gene Ross Davis, Jeremy K. Hopkins, Patricia W. Sheehan, Wallace A. Ishibashi Jr., Michael Kahikina, Renwick V.I. Tassill, Leimana K. DaMate, in their capacities as members of the Hawaiian Homes Commission, the Hawaiian Homes Commission, and the Department of Hawaiian Home Lands, State of Hawai'i.

<sup>3</sup> The "Honokaia subdivision" means the subdivision at Honokaia, Honokaa, Big Island, Hawaii, previously designated as TMK: (3) 4-6-11: 3, 11, 12 & 13, which lots were consolidated and resubdivided by DHHL, including both Phase I and Phase II.

<sup>4</sup> "Releasors" refers to Plaintiffs Honokaia `Ohana, T.J. Akiona, Dolores Ramos, Yvonne L.K. DeLuz, Lehua Ho`opai, Diana Terukina, Ruby Isaacs, and Michael Isaacs.

design/functionality of the design chosen as part of DHHL's request for proposals, Defendants will fund the design and construction of the water system, which consists of: a hookup to a Department of Water Supply, County of Hawaii ("DWS") line located at TMK (3) 4-7-07:05 (conditioned on the lessee of that parcel entering into a utility and access easement to allow the hookup and laying of pipe and other infrastructure); main storage tank(s) in such number, size, and location(s) to be determined by an engineer retained by DHHL to design the Water System; the main water meter(s) (no more than four of a type required and approved by DWS); the main lines running from the DWS hookup to the main storage tanks and from the main storage tanks to the Honokaia subdivision; laterals and individual submeters for each lot, to be placed as close to the property line as possible; and any air relief valves or other components necessary for proper functioning of the main lines, all subject to obtaining necessary easements. Each Honokaia lessee<sup>5</sup> shall be responsible for constructing/installing and maintaining individual water lines only beyond the sub-meter and onto lessees' respective lots, and any other infrastructure the lessees may determine is appropriate to convey and store the water from the main lines to and on their respective lots, including pumps and individual storage systems, so long as such individual infrastructure does not impair proper functioning of the Water System.

- c. DWS' approval of the hookup of the Water System to its water system as contemplated by the Agreement.
- d. The Water System shall use water meters appropriately sized by engineers to service the system. The water meter(s) shall be assigned to four lots within the Honokaia subdivision to be determined by the engineers selected to design the system in consultation with a designated representative of Releasors and with the approval of DWS.
- e. Releasors agree not to hold Defendants responsible for the limitations on water availability imposed by DWS, whether for operational reasons or based on water shortages or drought. In entering into this Agreement, Releasors do not waive their right to sue DWS and/or the County if

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<sup>5</sup> "Honokaia lessee" means an individual who at the present time or in the future is a lessee under a valid, authorized pastoral lease issued by DHHL for a lot in Honokaia subdivision, or the duly authorized successor of such individual.

necessary to assert rights to additional water at Honokaia in support of homesteading contained in the Hawaiian Homes Commission Act (HHCA) § 221, or any other legal authority.

- f. It is expressly understood and agreed by all Parties that DWS has imposed restrictions on the amount of water that may be used for the proposed system for operational reasons and that it may further restrict or prohibit the use of water from its system for other operational reasons or due to water shortages or system malfunctions. Releasors, which consist of the Honokaia `Ohana and the individually named Plaintiffs in *Honokaia `Ohana, et al. v. Masagatani, et al.*, Civ. No. 09-01-1615-07 ENC, bear the risk of any such restrictions, prohibitions, and malfunctions, and Defendants shall in no way be responsible for DWS's actions or its system's performance or the inability of DWS to deliver water to the Water System for any reason, including but not limited to operational reasons or due to water shortages, system malfunctions, or drought, subject to paragraph B(5) below.
  - g. Releasors acknowledge that water from the Water System is non-potable and shall be used solely for stock water and shall not be used for irrigation or as potable water, and Releasors bear the risk of use of the water for any purposes.
  - h. This Agreement in no way modifies the leases issued by DHHL to Honokaia lessees or the ranch plans that were submitted by Honokaia lessees to DHHL, including but not limited to the obligation to build catchment or similar systems as a primary water system.
3. Benchmarks. Although the parties fully acknowledge that circumstances prevent a rigid schedule to implement the steps in paragraph A(2) above, they agree that time is of the essence to provide the contemplated water infrastructure. Accordingly, they agree to strive for meeting the benchmark steps to construct the planned Water System in twenty-four (24) months or less, in accordance with the sequential schedule below:
- a. Procure a Professional Engineer to design the project within three (3) months of the execution of this Agreement.
  - b. Design the Water System to specifications (including topography study, design, county plan review, permits) needed to issue a request for

proposals within nine (9) months following the procurement of a professional engineer pursuant to paragraph A(3)(a).

- c. Conduct a bidding process within one (1) month following final design of the Water System pursuant to paragraph A(3)(b).
  - d. Award and Contract with a general contractor to build the Water System within two (2) months after beginning the bidding process as contemplated by paragraph A(3)(c).
  - e. Complete construction with regular oversight by Defendants within nine (9) months after the award of the contract to build the Water System, pursuant to paragraph A(3)(d).
  - f. Within the construction period, insure completion of the Road A water system (Phase I) *before* completion of the Road B water system (Phase II).
4. Defendants shall confer with designated representative of Releasors to report on the progress made to achieve each benchmark (above) and any corrective action taken should there be a failure to meet any benchmark within the expected time frame (above). Upon request by Releasors, Defendants shall meet with Releasors to discuss any issue related to implementation of above benchmarks.

**B. Operation and Maintenance of the Water System**

- 1. The Water System will not be operated or maintained by Defendants. Defendants' continuing obligations under paragraph B(5) below are conditioned on a homestead association or other entity of which the Honokaia lessees are eligible for membership or participation (the "licensee") -- *e.g.*, the Waimea Hawaiian Homestead Association -- entering into a license or similar agreement with Defendants for the Water System, by which the licensee agrees to operate and maintain the Water System in accordance with this Agreement (*see* below).
- 2. Upon completion of design and construction of the Water System, Defendants shall, with the approval of the Commission, offer and, if agreement is reached, enter into a license or similar agreement with the Waimea Hawaiian Homestead Association or other licensee, which shall be responsible for the operation and maintenance of the Water System at no cost to Defendants. In agreeing to this term, Releasors do not waive any right to assert in other homestead areas that the State is obligated to fund such costs as administrative and operating expenses of the DHHL, or to assert in other homestead areas a claim for State funding of such

costs and expenses pursuant to Haw. Const., Art. XII, § 1, the HHCA or any other legal authority. Nothing in this Agreement shall be deemed to preclude DHHL from asserting claims or seeking funding from the legislature for operation, maintenance, or repair costs associated with this or any other water system.

3. The Waimea Hawaiian Homestead Association or designated licensee shall be the customer of DWS, responsible for paying all charges of DWS for the use of water from the DWS system or for any and all other charges levied or imposed by DWS (which charges the licensee will pass on to and collect from the Honokaia lessees).
4. The Waimea Hawaiian Homestead Association or designated licensee shall be responsible for the following:
  - a. Maintaining the Water System in good working order;
  - b. Operating the Water System for the benefit of all Honokaia lessees who choose to use the Water System, who pay for the installation of infrastructure from authorized connection points on the main lines of the Water System to their respective lots, and who agree to be bound by any operating agreement the licensee may impose on Honokaia lessees;
  - c. Performing daily maintenance tasks and paying for all minor maintenance of the Water System, including inspection of the system, any surface line repairs, and any necessary landscape maintenance;
  - d. Billing the Honokaia lessees for the use and maintenance of the Water System, including any charges for water taken from the Water System, collecting the same, and paying DWS any amounts billed to the licensee;
  - e. Acquiring and maintaining in force at all times insurance for the maintenance and operation of the Water System, in form and amounts to insure proper operation of the Water System, with Defendants named as additional insureds; and
  - f. Maintaining adequate signage that notifies persons who may come into contact with water from the Water System that the water is non-potable and not suitable for human consumption.
5. Notwithstanding the maintenance costs borne by the Waimea Hawaiian Homestead Association or designated licensee, Defendants shall be responsible for all major repairs of the Water System, including, but not limited to, major repair and replacement of tanks and pipelines and all major appurtenances due to

normal wear and tear, acts of God, accidents, vandalism, theft, or other human-caused events beyond the day-to-day maintenance activities of the Waimea Hawaiian Homestead Association or designated licensee. Defendants shall also be responsible for requiring that all non-Plaintiff and future Honokaia lessees understand that, in order to use the Water System, they must pay all fees pursuant to the agreement with the Waimea Hawaiian Homestead Association or designated licensee, including any pre-paid deposit requirements imposed, and assume liability of any costs and fees related to collection for unpaid fees that accrue. Defendants' responsibility under this paragraph in no way precludes Defendants' right to seek recovery of costs from others, including users of the Water System, who are or may be responsible for damage caused to the Water System.

6. Defendants make no warranties that the water from the Water System will provide a particular level of water pressure or that the water is adequate or safe for use by cattle or other animals.

**C. Releases, Indemnification Obligations, and Dismissal**

1. In consideration for the promises and other consideration given by Defendants, Releasors, for themselves and their heirs, executors, administrators, successors, and assigns, will fully and finally release, acquit, and forever discharge Defendants, the State of Hawaii, and their departments, agencies, directors, officers, agents, employees, representatives, insurers, attorneys, administrators, and assigns and all other persons acting on their behalf (collectively "Releasees"), from and against any and all claims against Releasees which Releasors have, or have ever had, or may ever have, whether known or unknown through oversight or error, and which, if known, would materially affect Releasors' decision to enter into the Agreement, resulting from, arising out of, to arise out of, or connected with, directly or indirectly, the events and claims described in Civil No. 09-1-1615-07 (the "Lawsuit"), the development and leasing of the Honokaia subdivision, the Settlement Agreement and Release and Stipulation for Dismissal With Prejudice and Order in the Aged Hawaiians lawsuit (Civil No. 89-244), the decision of Defendants to provide or not provide or fund water and water infrastructure for the Honokaia subdivision, the form of any water system that may be installed at the Honokaia subdivision in the future and any limitations on the amount of water or level of water pressure it may provide; including but in no way limited to all claims, theories, demands, and causes of actions asserted in the Lawsuit (collectively, the "Released Claims"), subject to the limitations in paragraph C(4) below.

2. Concurrent with the execution of this Agreement, Releasors shall execute and deliver to Defendants' counsel for immediate filing a Stipulation for Dismissal With Prejudice of All Claims Against Defendants in the Lawsuit, Civil No. 09-1-1615-07, by which the Lawsuit and all claims therein shall be finally terminated.
3. Releasors expressly waive and release any and all damages claims that they may have against Releasees. No monetary payments of any kind shall be made to Releasors, except as explicitly provided in this Agreement.
4. In agreeing to the terms of this Agreement, Releasors do not waive any right to seek remedies in other homestead areas, based on the HHCA, the state Constitution, statutes, or any other legal authority, to (a) obtain water, including water "free of all charge" pursuant to HHCA § 221(c), in support of homesteading, from the county or any other agency; (b) seek general funds to defray the costs of operation and maintenance of water systems in other homestead areas as administrative and/or operational expenses of the DHHL. *Nelson v. Hawaiian Homes Commission*, 127 Hawaii 185, 277 P.3d 279 (2012). In addition, Defendants shall not assert that Releasors, in entering into this Agreement, have waived any claims other than those released in this Agreement to assert rights to water in support of homesteading contained in the HHCA, the state Constitution, statutes, or any other legal authority.
5. Subject to the foregoing paragraph, Releasors covenant and agree that they will forever refrain from instituting, prosecuting, maintaining, proceeding on or advising to be commenced against Releasees any action or proceeding which arises out of, or is or may be, in whole or in part, based upon, related to or connected with any of the Released Claims. Releasors understand that the releases and waivers contained in the Agreement will be a complete defense to any action or other proceeding asserting any of the Released Claims which may be instituted by or on behalf of Releasors.
6. Releasors expressly waive and release any and all claims they may have now or in the future based on the assertion that the Water System is inadequate to serve the water needs of Plaintiffs or that water from the Water System is not fit for human or animal consumption.

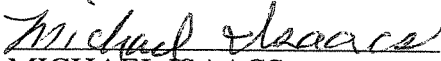


**D. Additional Provisions**

1. Attorneys' fees and costs. Each Party to this Agreement and each party in the Lawsuit shall bear their own attorneys' fees and costs, except that Defendants shall pay Plaintiffs \$10,000.00 for attorneys' fees and costs.
2. Advice of Counsel. All Parties represent that they are fully advised by counsel in this matter.
3. No Admission of Wrongdoing. The Parties agree that the covenants, promises, agreements, and releases contained in this Agreement are not to be construed as admissions of negligence, gross negligence, willful or intentional misconduct, breach of contract, breach of warranties, breach of trust duties, violation of any statute or constitutional provision, liability, or fault of any kind whatsoever but are to be construed solely as the compromise and settlement of disputed claims.
4. No Representations. The Parties acknowledge that no promise, agreement, fact, or opinion not expressed in this Agreement has been made by or to them to induce this Agreement and that the settlement is made with full knowledge of this fact and of the possibilities of the subject matters of the Agreement.
5. No Waiver. A waiver of any breach of this Agreement by any Party shall not be deemed to be a waiver by any Party of any other breach of this Agreement.
6. Interpretation. The terms of this Agreement have been negotiated at arms length among knowledgeable Parties represented by experienced counsel. As a result, the rule of "interpretation against the drafter" shall not apply in any dispute over interpretation of the terms of this Agreement.
7. Warranties. Releasors warrant that they are the owners in their respective names of all Released Claims, and that they have not assigned, sold, transferred, mortgaged, conveyed, hypothecated or otherwise disposed of the Released Claims or any of them to anyone.
8. Entire Agreement. This Agreement contains all of the terms and agreements between the Parties and supersedes and cancels each and every other prior conflicting agreement, promise, and negotiation between them.

9. Captions and Headings. The captions and headings or paragraphs in this Agreement are inserted for convenience, reference, and identification purposes only, and shall not control, define, limit, or affect any provisions of the Agreement.
10. Amendments. This Agreement, which shall constitute the entire agreement between the Parties, may be changed, amended, or modified only by a written instrument signed by all parties.
11. Counterparts. This agreement may be signed in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument. Facsimile and Portable Document Format (PDF) signatures shall be deemed valid, original signatures.
12. Additional Documents. The Parties agree to cooperate fully and execute any and all supplementary documents and take additional actions which may be necessary or appropriate to give full force and effect to the basic terms and intent of this Agreement.
13. Authority. The Parties represent and warrant to each other that they have full power and authority to enter into this Agreement, and to perform in accordance with its provisions, and that any representative executing this Agreement on behalf of any Party is duly authorized by his, her, or its principal to execute and deliver the Agreement.

DATED: Honolulu, Hawai'i, August 25, 2013.

  
MICHAEL ISAACS  
For Plaintiff Honokaia `Ohana



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T.J. AKIONA  
Plaintiff

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DOLORES RAMOS  
Plaintiff

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YVONNE L.K. DELUZ  
Plaintiff

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LEHUA HO'OPAI  
Plaintiff

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MICHAEL ISAACS  
Plaintiff

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DIANA TERUKINA  
Plaintiff

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RUBY ISAACS  
Plaintiff

APPROVED AS TO FORM AND CONTENT:

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ALAN T. MURAKAMI  
SHARLA A. MANLEY  
ASHLEY K. OBREY  
Attorneys for Plaintiffs

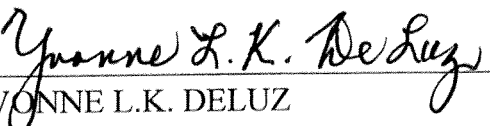
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T.J. AKIONA  
Plaintiff

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DOLORES RAMOS  
Plaintiff

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YVONNE L.K. DELUZ  
Plaintiff

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LEHUA HO'OPAI  
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*Michael Isaacs*  
MICHAEL ISAACS  
Plaintiff

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DIANA TERUKINA  
Plaintiff

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*Ruby Isaacs*  
RUBY ISAACS  
Plaintiff

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ASHLEY K. OBREY  
Attorneys for Plaintiffs

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T.J. AKIONA  
Plaintiff

*Dolores Ramos*

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DOLORES RAMOS  
Plaintiff

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YVONNE L.K. DELUZ  
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LEHUA HO'OPAI  
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MICHAEL ISAACS  
Plaintiff

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RUBY ISAACS  
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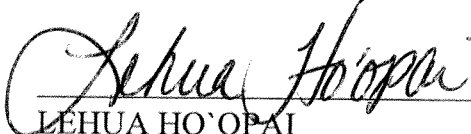
T.J. AKIONA  
Plaintiff

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YVONNE L.K. DELUZ  
Plaintiff



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LEHUA HO'OPAI  
Plaintiff

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Plaintiff

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RUBY ISAACS  
Plaintiff

APPROVED AS TO FORM AND CONTENT:

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SHARLA A. MANLEY  
ASHLEY K. OBREY  
Attorneys for Plaintiffs

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T.J. AKIONA  
Plaintiff

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DOLORES RAMOS  
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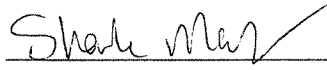
  
DIANA TERUKINA  
Plaintiff

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RUBY ISAACS  
Plaintiff

APPROVED AS TO FORM AND CONTENT:

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ALAN T. MURAKAMI  
SHARLA A. MANLEY  
ASHLEY K. OBREY  
Attorneys for Plaintiffs



HAWAIIAN HOMES COMMISSION



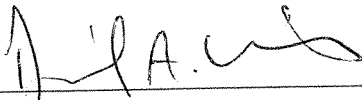
By: JOBIE MASAGATANI, Chairperson

THE DEPARTMENT OF HAWAIIAN  
HOME LANDS



By: JOBIE MASAGATANI, Director

APPROVED AS TO FORM AND CONTENT:



DONNA H. KALAMA  
DANIEL A. MORRIS  
Deputy Attorneys General  
Attorneys for Defendants

# EXHIBIT 2

After Recordation Return By:    Mail (    )    Pickup (    )    To:

Affects Tax Map Key Nos.: (3) 4-6-013:001-046, (3) 4-7-007:005

LICENSE AS EASEMENT NO.             
(Non-Exclusive Right)

between

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS  
as "Licensor"

and

Domestic Nonprofit Corporation  
as "Licensee"



TOGETHER with the right of ingress to and egress from said easement area over the land of LICENSOR, adjacent thereto, for all purposes in connection with this License, and together also with the right to modify, maintain, operate, and repair the Water System as LICENSEE shall deem necessary or expedient for the proper maintenance, operation, or repair of the Water System.

The parties hereto do further mutually covenant and agree as follows:

2. COMPLIANCE WITH LAWS. That the LICENSEE, in the exercise of the rights granted herein, shall comply with all the requirements of the County, State and Federal authorities and observe all municipal ordinances and State and Federal statutes, rules and regulations, now in force or which may hereafter be in force, provided nothing in this section constitutes a waiver of the right to challenge any County water limits provided in Section A(2)(e) of the Settlement Agreement.

3. NON-EXCLUSIVE EASEMENT. LICENSOR reserves unto itself, and its successors, the full use and enjoyment of the easement area, and to grant to others rights and privileges for any and all purposes affecting the easement area, provided however that the rights herein reserved shall not be exercised by LICENSOR or any agent, representative or assign of the LICENSOR, in a manner which interferes unreasonably with LIC<sup>3</sup>ENSEE's use of the easement area

for the purposes for which this License is granted. Should LICENSOR wish to grant others rights or privileges that affect the easement area, then LICENSOR shall provide written notification of this License and the rights granted to LICENSEE herein to the intended recipient of such rights or privileges, and the recipient shall be prohibited from unreasonably interfering with LICENSEE's use of the easement area.

4. WASTE AND UNLAWFUL, IMPROPER OR OFFENSIVE USE OF EASEMENT AREA. That LICENSEE shall not commit, suffer or permit any waste, nuisance, strip or unlawful, improper or offensive use of the easement area, or any part thereof, nor, without the prior written consent of LICENSOR, cut down, remove or destroy any trees now growing in the easement area.

5. DUE CARE AND DILIGENCE. The LICENSEE shall use due care and diligence in the modification, operation, repair, and maintenance of the Water System and shall keep the Water System in good and safe condition and repair.

6. INDEMNITY. LICENSEE shall, to the extent not prohibited by law, indemnify and hold harmless LICENSOR from any and all claims and demands against LICENSOR for any loss or damage or injury or death to persons or property that shall or may arise by reason of the acts of the LICENSEE or LICENSEE's authorized representatives, successors and assigns in relation to the modification, operation, repair, and maintenance of the Water System. LICENSEE shall not indemnify and hold harmless LICENSOR, or be responsible in any way, for any loss or damage or injury or death to person or property caused by the acts of the LICENSOR, its agents, servants or employees acting within the scope of their employment, or its assigns, or any other individual or entity to whom LICENSOR has granted rights or privileges to the Easement Area.

7. LIABILITY INSURANCE. That the LICENSEE shall procure, at his own cost and expense, and maintain during the entire period of this License, with an insurance company or companies acceptable to LICENSOR, a policy or policies of comprehensive liability insurance, if and when the same shall be required by LICENSOR, in an amount acceptable to LICENSOR, insuring against all claims for personal injury, death and property damage; that said policy or policies shall cover the entire easement area, or adjacent to the easement area in control of and used by LICENSEE. Said policy or policies shall name LICENSOR as an additionally insured party. The procuring of policy or policies required herein shall not release or relieve LICENSEE of LICENSEE's responsibility under

this License as set forth herein and limit the amount of LICENSEE's liability under this License.

8. HAZARDOUS MATERIALS. Except in the normal course of the Water System maintenance and operations, LICENSEE shall not cause or permit the escape, disposal, or release of any hazardous materials. LICENSEE shall not allow the storage or use of hazardous materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the easement area any such materials except to use in the ordinary course of LICENSEE's business, and then only after written notice is given to the LICENSOR of the identity of such materials and upon LICENSOR's consent, which consent may be withheld at LICENSOR's sole and absolute discretion. If any governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by LICENSEE, then LICENSEE shall be responsible for the costs thereof. In addition, LICENSEE shall execute affidavits, representations and the like from time to time at LICENSOR's request concerning LICENSEE's best knowledge and belief regarding the presence of hazardous materials on the easement area placed or released by LICENSEE.

LICENSEE shall agree to indemnify and hold harmless LICENSOR, its officers, employees, and agents from and against all liability, loss, damage, cost, and expense, including all attorney's fees, and all claims, suits, and demands therefore, arising out of or resulting from any use or release of hazardous materials on the easement area occurring while LICENSEE is in possession, if caused by LICENSEE or its employees or authorized agents. These covenants shall survive the expiration or earlier termination of this License.

For the purpose of this License, the term "hazardous material" as used herein shall include any substance, waste or material designated as hazardous or toxic or radioactive or other similar term by any present or future federal, state or local statutes, regulation or ordinance, such as the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, and the Federal Clean Water Act, as amended from time to time, and also including but not limited to petroleum, petroleum based substances, asbestos, polychlorinated-biphenyls ("PCB"), formaldehyde, and also including any substance designated by federal, state or local regulations, now or in the future, as presenting a risk to human health or the environment. However,

the term "hazardous material" does not include materials collected and conveyed in the normal course of Water System operations.

9. CONDEMNATION. If at any time the easement area across which this License extends, or any part thereof, shall be condemned or taken for any public project by any governmental authority, LICENSEE shall have the right to pursue compensation from the condemning authority, but not from the LICENSOR, as is payable for this License and easement rights and for LICENSEE'S equipment, if any, used in connection with this License, which shall be payable to LICENSEE.

10. RELOCATION. If LICENSOR determines that the continued exercise of the easement rights granted constitutes an undue interference with a subdivision or development of the land over which the granted easement crosses, LICENSOR shall have the right to terminate the easement granted to the extent necessary to eliminate such interference, provided, however, that LICENSOR shall grant to the LICENSEE an equivalent easement within the reasonable vicinity to permit the LICENSEE to exercise the rights and purposes for which this easement is granted. Such equivalent easement shall be subject to the same terms and conditions as contained in this License. All costs incurred by LICENSEE in the event of such relocation shall be borne by LICENSOR.

11. RIGHT TO ENTER. LICENSOR and its agents or representatives or persons or entities authorized by LICENSOR, including the County of Hawaii and its agents or representatives, shall have the right to cross any portion of the easement area for the purpose of performing any public or official duties, provided, that in the exercise of such rights, the LICENSOR or the County of Hawaii shall not interfere unreasonably with LICENSEE or LICENSEE'S use and enjoyment of the easement area.

12. ASSIGNMENT. LICENSEE shall not assign any right herein granted or otherwise given, except to a successor or permitted assigns, without the written consent of LICENSOR.

13. INCONVENIENCE TO THE STATE, COUNTY, ETC. LICENSEE, while in the exercise of any of the rights and privileges granted hereunder, shall not unduly or unreasonably inconvenience LICENSOR, the County, the State or the lessees or permittees or licensees of the LICENSOR, in the use of the land crossed by or adjoining the easement area.

14. SEVERABILITY. Whenever possible, each provision of this License shall be interpreted in such manner as to be effective and

valid under applicable law, but if any provision of this License should be prohibited, or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity without invalidating the remaining provisions of this License.

15. SINGULAR/PLURAL. The singular or plural depends on its appropriate use.

16. TERMINATION. LICENSOR may terminate this License without fault or liability by providing LICENSEE with written notice if:

- a. LICENSOR has not or otherwise cannot obtain all necessary funding to construct Water System;
- b. LICENSOR has not or otherwise cannot obtain all necessary permits, approvals, easements, or other rights necessary to develop the Water System; or
- c. LICENSOR determines, in its sole discretion, that development of the Water System is impractical, infeasible, impossible, or otherwise not in the best interest of the LICENSOR or its beneficiaries.

17. ADMINISTRATIVE RULES. If, during the term of this License, LICENSOR enacts administrative rules pursuant to LICENSOR's authority under Sections 221 or 222 of the HHCA, the administrative rules shall supersede any provision in this License in conflict with said rules, except as noted.

18. SPECIAL CONDITIONS.

- a. LICENSEE shall be responsible for maintaining the Water System in good working order, and operating the system on a sound business plan, including maintaining reserve funds for emergency and operating purposes.
- b. LICENSEE shall be a customer of the County of Hawaii Department of Water Supply (hereinafter "DWS") and shall be responsible for paying all charges of DWS for the use of water from DWS or for any and all other charges levied or imposed by DWS, which shall be passed on to and collected from users of the Water System.
- c. LICENSEE shall operate the Water System for the benefit of all current and future lessees of the Honokaia subdivision.



- d. LICENSEE shall be responsible for performing daily maintenance tasks and paying for all minor maintenance of the Water System, as needed, which shall include system inspection, surface line repairs, and any necessary landscape maintenance.
- e. Notwithstanding the maintenance costs borne by LICENSEE, LICENSOR shall be responsible for all major repairs of the Water System, including, but not limited to, major repair and replacement of tanks and pipelines and all major components of the Water System due to normal wear and tear, acts of God, accidents, vandalism, theft, or other human-caused events that is beyond the scope of day-to-day maintenance activities for LICENSEE;
  - i. LICENSOR's responsibility for all major repairs in no way shall preclude LICENSOR from seeking to recover costs from others who are or may be responsible for damage caused to the Water System.
- f. LICENSEE shall maintain signage that notifies persons who may come into contact with water from the Water System that the water is non-potable and not suitable for human consumption or irrigation.
- g. Water System users shall be individually responsible for the purchase, installation, repair, and maintenance of cross-connection controls and backflow prevention devices. LICENSEE may assist users with the purchase, install, repair, and maintain cross-connection controls and backflow prevention devices. LICENSEE may also assist users with the annual inspection for each device, using a certified tester. LICENSEE may conduct the work itself or contract a third-party. To recover costs, LICENSEE or contracted third-party may charge Water System user for this assistance. At a minimum, LICENSEE shall maintain a record of repairs, maintenance, and of the annual inspection, regardless of who performs the work.
- h. LICENSOR makes no warranties that the water from the Water System will provide a particular level of water pressure or that the water is adequate or safe for use by cattle or other animals.

- i. LICENSEE shall participate with LICENSOR on its water utility system education program for all current and future Honokaia lessees.
- j. LICENSEE shall maintain and submit to LICENSOR a current list of 24/7 emergency contact personnel; and, annually submit an emergency response plan to LICENSOR, including list (in priority order) of contact information of emergency personnel.
- k. In the absence of administrative rules contemplated in paragraph 17 above,
  - i. LICENSEE shall bind users of the Water System to an operating agreement or other type of agreement to govern the protection, use and operation of the Water System;
  - ii. LICENSEE shall establish policies and procedures to monitor and enforce the distribution of stock water;
  - iii. LICENSEE shall be responsible for setting rates and billing Water System users for use and fixed maintenance costs of said system, including any charges for water taken from the Water System, collecting the same, and paying DWS any amounts billed to LICENSEE;
  - iv. LICENSEE is responsible for all costs with operating and maintaining the Water System, and may charge subscribers an appropriate fee (e.g. meter, use, fixed maintenance costs);
  - v. LICENSOR shall be responsible for requiring that all lessees of Water System understand they must pay all fees pursuant to this License and as established by LICENSEE;
  - vi. LICENSOR shall be responsible for requiring that all lessees understand they assume liability of any costs and fees related to the collection of unpaid fees that accrue in relation to the Water System use; and
  - vii. LICENSEE operating agreement with users shall include a formal process for LICENSEE to enforce such agreement, including collection of

delinquent water bill payments and any noncompliance with LICENSEE's operating agreement with Water System users. LICENSEE shall first make every attempt to collect delinquent water bill payments (including penalties, fees, LICENSEE associated costs, water service disconnect) and cure any other noncompliance issues before private legal action. If such efforts are unsuccessful, the LICENSEE may petition the Hawaiian Homes Commission for a contested case hearing for lease cancellation. LICENSOR shall not be party to any civil suit related to the violation of any rules, regulations, policies adopted by the LICENSEE.

When the administrative rules contemplated in paragraph 17 are adopted, the parties shall amend this license accordingly.

19. AGREEMENT. This agreement shall be binding upon and inure to the benefit of the parties hereto and their respective legal successors and assigns.

*[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]*

IN WITNESS WHEREOF, the parties hereto have caused these presents to be duly executed the day and year first above written.

Approved by the Hawaiian  
Homes Commission at its  
meeting held on:

State of Hawaii  
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:

By \_\_\_\_\_  
William J. Aila, Jr., Chairman  
Hawaiian Homes Commission

\_\_\_\_\_  
Deputy Attorney General  
State of Hawaii

"LICENSOR"

[ \_\_\_\_\_ ]

By \_\_\_\_\_  
Name \_\_\_\_\_  
Its \_\_\_\_\_

STATE OF HAWAII )  
 ) SS.  
CITY & COUNTY OF HONOLULU )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2020, before me appeared William J. Aila, Jr., to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Hawaiian Homes Commission and the person who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein set forth.

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:

\_\_\_\_\_  
\_\_\_\_\_

Doc. Date: \_\_\_\_\_ or Undated at time  
of notarization.

No. of Pages: \_\_\_\_\_ Jurisdiction: First Circuit (in which  
notarial act is performed)



\_\_\_\_\_  
Signature of Notary

\_\_\_\_\_  
Date of Notarization and  
Certification Statement

\_\_\_\_\_  
Print Name of Notary

STATE OF HAWAII )  
 : ss.  
COUNTY OF HAWAII )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn, did say that he is the \_\_\_\_\_ of the \_\_\_\_\_, a domestic nonprofit corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that the instrument dated \_\_\_\_\_, containing \_\_\_\_\_ pages, being a \_\_\_\_\_, was signed and sealed in behalf of said corporation by authority of its \_\_\_\_\_, and said \_\_\_\_\_ acknowledged the instrument to be the free act and deed of said corporation.

Notary Public, Third Circuit of the  
State of Hawaii

Print Name of Notary Public

My commission expires:


**HAWAIIAN HOMES COMMISSION**  
**JUNE 16, 2020**  
**TELECONFERENCE**  
**9:30 A.M.**

**D – ITEMS**  
**HOMESTEAD SERVICES DIVISION**

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission  
From: Juan Garcia, HSD Administrator   
SUBJECT: **Homestead Services Division Status Reports**

RECOMMENDED MOTION/ACTION

NONE

DISCUSSION

The following reports are for information only:

Exhibit A: Homestead Lease & Application Totals  
and Monthly Activity Reports  
Exhibit B: Delinquency Report



**HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING  
May 31, 2020**

**AREA WAITING LIST**

DISTRICT AREA	RESIDENCE				AGRICULTURE				PASTURE				TOTAL
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	
Oahu District	955	0	0	955	0	0	0	0	0	0	0	0	955
Maui District	50	0	0	50	4	0	0	4	5	0	0	5	59
Hawaii District	130	0	0	130	28	0	0	28	46	0	0	46	204
Kauai District	51	0	0	51	3	0	0	3	28	0	0	28	82
Molokai District	20	0	0	20	18	0	0	18	1	0	0	1	39
<b>TOTAL</b>	<b>1,206</b>	<b>0</b>	<b>0</b>	<b>1,206</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>53</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>1,339</b>

**ISLANDWIDE WAITING LIST**

ISLAND	RESIDENCE				AGRICULTURE				PASTURE				TOTAL
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	
Oahu	9,881	0	4	9,877	3,793	0	1	3,792	0	0	0	0	13,669
Maui	3,798	1	2	3,797	4,665	2	3	4,664	611	0	1	610	9,071
Hawaii	5,755	0	3	5,752	7,241	0	7	7,234	1,876	0	1	1,875	14,861
Kauai	1,636	0	0	1,636	2,230	0	2	2,228	299	0	0	299	4,163
Molokai	812	0	0	812	1067	0	1	1066	203	0	0	203	2,081
Lanai	83	0	0	83	0	0	0	0	0	0	0	0	83
<b>TOTAL</b>	<b>21,965</b>	<b>1</b>	<b>9</b>	<b>21,957</b>	<b>18,996</b>	<b>2</b>	<b>14</b>	<b>18,984</b>	<b>2,989</b>	<b>0</b>	<b>2</b>	<b>2,987</b>	<b>43,928</b>

**AREA AND ISLANDWIDE LISTS**

	RES	AG	PAS	TOTAL	ADDITIONS		CANCELLATIONS	
OAHU	10,832	3,792	0	14,624	New Applications	3	New Lease Awards	0
MAUI	3,847	4,668	615	9,130	Application Transfers	0	Application Transfers	0
HAWAII	5,882	7,262	1,921	15,065	Lease Rescissions	0	Succ'd and Cancel Own	0
KAUAI	1,687	2,231	327	4,245	App Reinstatements	0	Public Notice Cancel	25
MOLOKAI	832	1,084	204	2,120	HHC Adjustments	0	Voluntary Cancellations	0
LANAI	83	0	0	83	<b>TOTAL</b>	<b>3</b>	Lease Successorships	0
<b>TOTAL</b>	<b>23,163</b>	<b>19,037</b>	<b>3,067</b>	<b>45,267</b>			HHC Adjustments	0
							Dec'd No Successor	0
							Additional Acreage	0
							NHQ Unqualified	0
							<b>TOTAL</b>	<b>25</b>

ITEM NO. D-1  
EXHIBIT A

June 16, 2020

SUBJECT: Homestead Lease and Application Totals and Monthly Activity Reports

LEASE ACTIVITY REPORT

Month through May 31, 2020

	As of 4/30/20	Add	Cancel	As of 5/31/20
Residential	8,420	6	1	8,425
Agricultural	1,094	0	0	1,094
Pastoral	410	0	0	410
<b>Total</b>	<b>9,924</b>	<b>6</b>	<b>1</b>	<b>9,929</b>

The number of Converted Undivided Interest Lessees represents an increase of 507 families moving into homes. Their Undivided Interest lease was converted to a regular homestead lease.

	As of 4/30/20	Converted	Rescinded/ Surrendered/ Cancelled	As of 5/31/20
Undivided	815	1	0	814

Balance as of 5/31/2020

Awarded	1,434
Relocated to UNDV	7
Rescinded	111
Surrendered	5
Cancelled	4
Converted	<u>507</u>
Balance to Convert	814

Lease Report For the Month Ending May 31, 2020

	RESIDENCE				AGRICULTURE				PASTURE				TOTAL LEASES			
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
<b>OAHU</b>																
Hoolimalima	70	0	0	70	0	0	0	0	0	0	0	0	70	0	0	70
Kaka'ina	23	1	0	24	0	0	0	0	0	0	0	0	23	1	0	24
Kalawahine	90	0	0	90	0	0	0	0	0	0	0	0	90	0	0	90
Kanehili	360	4	0	364	0	0	0	0	0	0	0	0	360	4	0	364
Kapolei	201	0	0	201	0	0	0	0	0	0	0	0	201	0	0	201
Kauluokahai	99	0	0	99	0	0	0	0	0	0	0	0	99	0	0	99
Kaupea	325	1	0	326	0	0	0	0	0	0	0	0	325	1	0	326
Kaupuni	19	0	0	19	0	0	0	0	0	0	0	0	19	0	0	19
Kewalo	248	0	0	248	0	0	0	0	0	0	0	0	248	0	0	248
Kumuhau	52	0	0	52	0	0	0	0	0	0	0	0	52	0	0	52
Luualalei	148	0	0	148	31	0	0	31	0	0	0	0	179	0	0	179
Malu'ohai	156	0	0	156	0	0	0	0	0	0	0	0	156	0	0	156
Nanakuli	1,045	0	0	1,045	0	0	0	0	0	0	0	0	1,045	0	0	1,045
Papekolea	65	0	0	65	0	0	0	0	0	0	0	0	65	0	0	65
Princess Kahanu Estates	271	0	0	271	0	0	0	0	0	0	0	0	271	0	0	271
Waihole	0	0	0	0	16	0	0	16	0	0	0	0	16	0	0	16
Waianae	421	0	0	421	11	0	0	11	0	0	0	0	432	0	0	432
Waimanalo	722	0	1	721	2	0	0	2	0	0	0	0	724	0	1	723
<b>TOTAL</b>	<b>4,315</b>	<b>6</b>	<b>1</b>	<b>4,320</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>60</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>4,375</b>	<b>6</b>	<b>1</b>	<b>4,380</b>
<b>MAUI</b>																
Hikina	31	0	0	31	0	0	0	0	0	0	0	0	31	0	0	31
Kahikinui	0	0	0	0	0	0	0	0	75	0	0	75	75	0	0	75
Keokea	0	0	0	0	65	0	0	65	0	0	0	0	65	0	0	65
Lea'ili	104	0	0	104	0	0	0	0	0	0	0	0	104	0	0	104
Paukukalo	179	0	0	179	0	0	0	0	0	0	0	0	179	0	0	179
Walehu 1	39	0	0	39	0	0	0	0	0	0	0	0	39	0	0	39
Walehu 2	109	0	0	109	0	0	0	0	0	0	0	0	109	0	0	109
Walehu 3	114	0	0	114	0	0	0	0	0	0	0	0	114	0	0	114
Walehu 4	97	0	0	97	0	0	0	0	0	0	0	0	97	0	0	97
Waiohuli	593	0	0	593	0	0	0	0	0	0	0	0	593	0	0	593
<b>TOTAL</b>	<b>1,266</b>	<b>0</b>	<b>0</b>	<b>1,266</b>	<b>65</b>	<b>0</b>	<b>0</b>	<b>65</b>	<b>75</b>	<b>0</b>	<b>0</b>	<b>75</b>	<b>1,406</b>	<b>0</b>	<b>0</b>	<b>1,406</b>
<b>EAST HAWAII</b>																
Discovery Harbour	2	0	0	2	0	0	0	0	0	0	0	0	2	0	0	2
Kamoa	0	0	0	0	0	0	0	0	25	0	0	25	25	0	0	25
Kaunama	42	0	0	42	0	0	0	0	0	0	0	0	42	0	0	42
Keaukaha	471	0	0	471	0	0	0	0	0	0	0	0	471	0	0	471
Kurtistown	3	0	0	3	0	0	0	0	0	0	0	0	3	0	0	3
Makuu	0	0	0	0	120	0	0	120	0	0	0	0	120	0	0	120
Panaewa	0	0	0	0	262	0	0	262	0	0	0	0	262	0	0	262
Piipihoua	17	0	0	17	0	0	0	0	0	0	0	0	17	0	0	17
Puuco	0	0	0	0	12	0	0	12	0	0	0	0	12	0	0	12
University Heights	4	0	0	4	0	0	0	0	0	0	0	0	4	0	0	4
Waiakea	299	0	0	299	0	0	0	0	0	0	0	0	299	0	0	299
<b>TOTAL</b>	<b>838</b>	<b>0</b>	<b>0</b>	<b>838</b>	<b>394</b>	<b>0</b>	<b>0</b>	<b>394</b>	<b>25</b>	<b>0</b>	<b>0</b>	<b>25</b>	<b>1,257</b>	<b>0</b>	<b>0</b>	<b>1,257</b>
<b>WEST HAWAII</b>																
Honokaia	0	0	0	0	0	0	0	0	24	0	0	24	24	0	0	24
Humuula	0	0	0	0	0	0	0	0	5	0	0	5	5	0	0	5
Kamoku	0	0	0	0	0	0	0	0	16	0	0	16	16	0	0	16
Kanihale	224	0	0	224	0	0	0	0	0	0	0	0	224	0	0	224
Kawaihae	191	0	0	191	0	0	0	0	1	0	0	1	192	0	0	192
Lalopua	284	0	0	284	0	0	0	0	0	0	0	0	284	0	0	284
Lalamilo	30	0	0	30	0	0	0	0	0	0	0	0	30	0	0	30
Nienie	0	0	0	0	0	0	0	0	21	0	0	21	21	0	0	21
Puukapu/Waimea/Kuhio Vii	116	0	0	116	110	0	0	110	215	0	0	215	441	0	0	441
Puupulehu	33	0	0	33	0	0	0	0	0	0	0	0	33	0	0	33
<b>TOTAL</b>	<b>878</b>	<b>0</b>	<b>0</b>	<b>878</b>	<b>110</b>	<b>0</b>	<b>0</b>	<b>110</b>	<b>282</b>	<b>0</b>	<b>0</b>	<b>282</b>	<b>1,270</b>	<b>0</b>	<b>0</b>	<b>1,270</b>
<b>KAUAI</b>																
Anahola	533	0	0	533	46	0	0	46	0	0	0	0	579	0	0	579
Hanapepe	47	0	0	47	0	0	0	0	0	0	0	0	47	0	0	47
Kekaha	117	0	0	117	0	0	0	0	0	0	0	0	117	0	0	117
Puu Opae	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	1
<b>TOTAL</b>	<b>697</b>	<b>0</b>	<b>0</b>	<b>697</b>	<b>46</b>	<b>0</b>	<b>0</b>	<b>46</b>	<b>1</b>	<b>0</b>	<b>0</b>	<b>1</b>	<b>744</b>	<b>0</b>	<b>0</b>	<b>744</b>
<b>MOLOKAI</b>																
Hoolehua	155	0	0	155	345	0	0	345	21	0	0	21	521	0	0	521
Kalamaua	164	0	0	164	71	0	0	71	3	0	0	3	238	0	0	238
Kapaakea	47	0	0	47	0	0	0	0	3	0	0	3	50	0	0	50
Moomomi	0	0	0	0	3	0	0	3	0	0	0	0	3	0	0	3
O'ne Alii	27	0	0	27	0	0	0	0	0	0	0	0	27	0	0	27
<b>TOTAL</b>	<b>393</b>	<b>0</b>	<b>0</b>	<b>393</b>	<b>419</b>	<b>0</b>	<b>0</b>	<b>419</b>	<b>27</b>	<b>0</b>	<b>0</b>	<b>27</b>	<b>839</b>	<b>0</b>	<b>0</b>	<b>839</b>
<b>LANAI</b>																
Lanai	33	0	0	33	0	0	0	0	0	0	0	0	33	0	0	33
<b>TOTAL</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>33</b>	<b>0</b>	<b>0</b>	<b>33</b>
<b>STATEWIDE TOTAL</b>	<b>8,420</b>	<b>6</b>	<b>1</b>	<b>8,425</b>	<b>1,094</b>	<b>0</b>	<b>0</b>	<b>1,094</b>	<b>410</b>	<b>0</b>	<b>0</b>	<b>410</b>	<b>9,924</b>	<b>6</b>	<b>1</b>	<b>9,929</b>

**HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING**

**May 31, 2020**

	RESIDENCE				AGRICULTURE				PASTURE				
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	TOTAL
<b>OAHU DISTRICT</b>													
Nanakuli	169	0	0	169	0	0	0	0	0	0	0	0	169
Waianae	142	0	0	142	0	0	0	0	0	0	0	0	142
Lualualei	0	0	0	0	0	0	0	0	0	0	0	0	0
Papakolea/Kewalo	71	0	0	71	0	0	0	0	0	0	0	0	71
Waimanalo	573	0	0	573	0	0	0	0	0	0	0	0	573
Subtotal Area	955	0	0	955	0	0	0	0	0	0	0	0	955
Islandwide	9,881	0	4	9,877	3,793	0	1	3,792	0	0	0	0	13,669
<b>TOTAL OAHU APPS</b>	<b>10,836</b>	<b>0</b>	<b>4</b>	<b>10,832</b>	<b>3,793</b>	<b>0</b>	<b>1</b>	<b>3,792</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>14,624</b>
<b>MAUI DISTRICT</b>													
Paukukalo	50	0	0	50	0	0	0	0	0	0	0	0	50
Kula	0	0	0	0	4	0	0	4	5	0	0	5	9
Subtotal Area	50	0	0	50	4	0	0	4	5	0	0	5	59
Islandwide	3,798	1	2	3,797	4,665	2	3	4,664	611	0	1	610	9,071
<b>TOTAL MAUI APPS</b>	<b>3,848</b>	<b>1</b>	<b>2</b>	<b>3,847</b>	<b>4,669</b>	<b>2</b>	<b>3</b>	<b>4,668</b>	<b>616</b>	<b>0</b>	<b>1</b>	<b>615</b>	<b>9,130</b>
<b>HAWAII DISTRICT</b>													
Keaukaha/Waiakea	69	0	0	69	0	0	0	0	0	0	0	0	69
Panaewa	0	0	0	0	16	0	0	16	0	0	0	0	16
Humuula	0	0	0	0	0	0	0	0	0	0	0	0	0
Kawaihae	16	0	0	16	0	0	0	0	0	0	0	0	16
Waimea	45	0	0	45	12	0	0	12	46	0	0	46	103
Subtotal Area	130	0	0	130	28	0	0	28	46	0	0	46	204
Islandwide	5,755	0	3	5,752	7,241	0	7	7,234	1,876	0	1	1,875	14,861
<b>TOTAL HAWAII APPS</b>	<b>5,885</b>	<b>0</b>	<b>3</b>	<b>5,882</b>	<b>7,269</b>	<b>0</b>	<b>7</b>	<b>7,262</b>	<b>1,922</b>	<b>0</b>	<b>1</b>	<b>1,921</b>	<b>15,065</b>
<b>KAUAI DISTRICT</b>													
Anahola	43	0	0	43	3	0	0	3	21	0	0	21	67
Kekaha/Puu Opae	8	0	0	8	0	0	0	0	7	0	0	7	15
Subtotal Area	51	0	0	51	3	0	0	3	28	0	0	28	82
Islandwide	1,636	0	0	1,636	2,230	0	2	2,228	299	0	0	299	4,163
<b>TOTAL KAUAI APPS</b>	<b>1,687</b>	<b>0</b>	<b>0</b>	<b>1,687</b>	<b>2,233</b>	<b>0</b>	<b>2</b>	<b>2,231</b>	<b>327</b>	<b>0</b>	<b>0</b>	<b>327</b>	<b>4,245</b>
<b>MOLOKAI DISTRICT</b>													
Kalamaula	4	0	0	4	0	0	0	0	0	0	0	0	4
Hoolehua	8	0	0	8	18	0	0	18	1	0	0	1	27
Kapaakea	7	0	0	7	0	0	0	0	0	0	0	0	7
One Alii	1	0	0	1	0	0	0	0	0	0	0	0	1
Subtotal Area	20	0	0	20	18	0	0	18	1	0	0	1	39
Islandwide	812	0	0	812	1,067	0	1	1,066	203	0	0	203	2,081
<b>TOTAL MOLOKAI APPS</b>	<b>832</b>	<b>0</b>	<b>0</b>	<b>832</b>	<b>1,085</b>	<b>0</b>	<b>1</b>	<b>1,084</b>	<b>204</b>	<b>0</b>	<b>0</b>	<b>204</b>	<b>2,120</b>
<b>LANAI DISTRICT</b>													
Islandwide	83	0	0	83	0	0	0	0	0	0	0	0	83
<b>TOTAL LANAI APPS</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>83</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>83</b>
<b>TOTAL AREA ONLY</b>	<b>1,206</b>	<b>0</b>	<b>0</b>	<b>1,206</b>	<b>53</b>	<b>0</b>	<b>0</b>	<b>53</b>	<b>80</b>	<b>0</b>	<b>0</b>	<b>80</b>	<b>1,339</b>
<b>TOTAL ISLANDWIDE</b>	<b>21,965</b>	<b>1</b>	<b>9</b>	<b>21,957</b>	<b>18,996</b>	<b>2</b>	<b>14</b>	<b>18,984</b>	<b>2,989</b>	<b>0</b>	<b>2</b>	<b>2,987</b>	<b>43,928</b>
<b>TOTAL STATEWIDE</b>	<b>23,171</b>	<b>1</b>	<b>9</b>	<b>23,163</b>	<b>19,049</b>	<b>2</b>	<b>14</b>	<b>19,037</b>	<b>3,069</b>	<b>0</b>	<b>2</b>	<b>3,067</b>	<b>45,267</b>

# DELINQUENCY REPORT - STATEWIDE

June 16, 2020

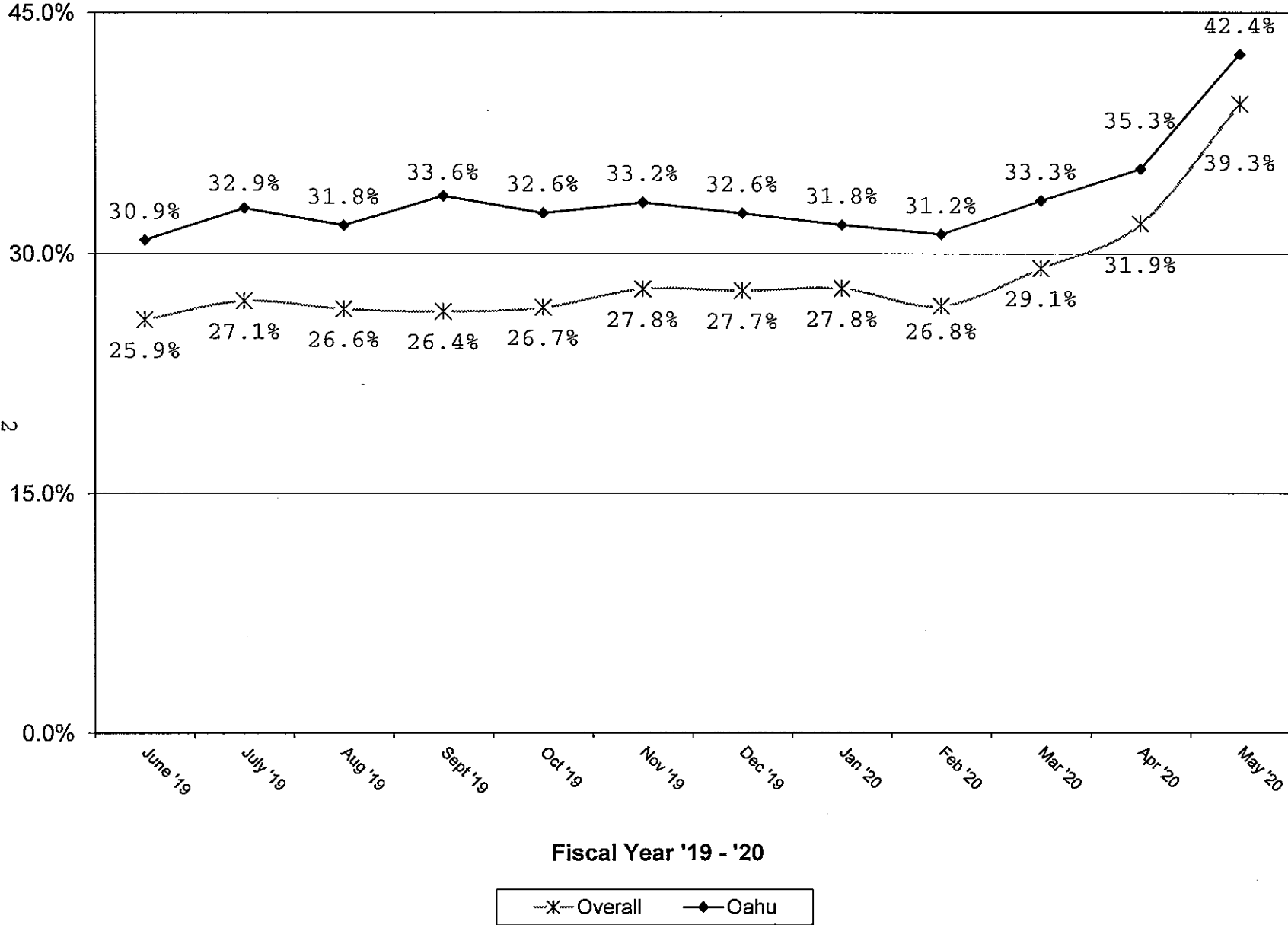
(\$Thousands)

	Total Outstanding		Total Delinquency		30 Days (low)		60 Days (Medium)		90 Days (High)		180 Days (Severe)		% of Totals 5/31/2020	
	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	\$
<b>DIRECT LOANS</b>														
OAHU	391	36,650	161	15,548	40	4,183	19	1,810	40	2,826	62	6,730	41.2%	42.4%
EAST HAWAII	212	12,852	96	6,410	22	1,563	12	508	21	924	41	3,416	45.3%	49.9%
WEST HAWAII	87	8,772	20	2,024	5	535	2	342	8	775	5	372	23.0%	23.1%
MOLOKAI	87	6,992	20	970	3	85	2	84	5	412	10	389	23.0%	13.9%
KAUAI	98	7,633	33	2,413	12	1,201	8	389	6	457	7	365	33.7%	31.6%
MAUI	92	12,019	47	6,022	19	2,339	5	512	9	847	14	2,325	51.1%	50.1%
<b>TOTAL DIRECT</b>	<b>967</b>	<b>84,916</b>	<b>377</b>	<b>33,386</b>	<b>101</b>	<b>9,906</b>	<b>48</b>	<b>3,644</b>	<b>89</b>	<b>6,241</b>	<b>139</b>	<b>13,596</b>	<b>39.0%</b>	<b>39.3%</b>
	100.0%	100.0%	39.0%	39.3%	10.4%	11.7%	5.0%	4.3%	9.2%	7.3%	14.4%	16.0%		
<b>Advances (including RPT)</b>	<b>245</b>	<b>8,556</b>	<b>245</b>	<b>8,556</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>245</b>	<b>8,556</b>			<b>100%</b>	<b>100%</b>
<b>DHHL LOANS &amp; Advances</b>	<b>1,212</b>	<b>93,473</b>	<b>622</b>	<b>41,942</b>	<b>101</b>	<b>9,906</b>	<b>48</b>	<b>3,644</b>	<b>334</b>	<b>14,797</b>	<b>139</b>	<b>13,596</b>	<b>51.3%</b>	<b>44.9%</b>
<b>LOAN GUARANTEES as of June 30, 2019</b>														
SBA	1	88	0	0	0	0	0	0	0	0			0.0%	0.0%
USDA-RD	297	35,079	53	6,039	0	0	0	0	53	6,039			17.8%	17.2%
Habitat for Humanity	56	2,142	22	896	0	0	0	0	22	896			39.3%	41.8%
Maui County	5	74	0	0	0	0	0	0	0	0			0.0%	0.0%
Nanakuli NHS	1	7	1	7	0	0	0	0	1	7			100.0%	100.0%
City & County	14	274	12	258	0	0	0	0	12	258			85.7%	94.2%
FHA Interim	11	1,445	0	0	0	0	0	0	0	0			0.0%	0.0%
OHA	21	87	1	6	0	0	0	0	1	6			4.8%	6.9%
<b>TOTAL GUARANTEE</b>	<b>406</b>	<b>39,196</b>	<b>89</b>	<b>7,206</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>89</b>	<b>7,206</b>			<b>21.9%</b>	<b>18.4%</b>
PMI Loans	168	25,561	7	1,406	5	989	1	206	1	211			4.2%	5.5%
<b>HUD REASSIGNED for Recovery</b>	<b>156</b>	<b>19,079</b>	<b>136</b>	<b>17,465</b>	<b>4</b>	<b>91</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>446</b>	<b>127</b>	<b>16,928</b>	<b>87.2%</b>	<b>91.5%</b>
FHA Insured Loans	2,808	456,899	317	52,171	0	0	0	0	317	52,171			11.3%	11.4%
<b>TOTAL INS. LOANS</b>	<b>3,132</b>	<b>501,539</b>	<b>460</b>	<b>71,042</b>	<b>9</b>	<b>1,080</b>	<b>1</b>	<b>206</b>	<b>323</b>	<b>52,828</b>	<b>127</b>	<b>16,928</b>	<b>14.7%</b>	<b>14.2%</b>
<b>OVERALL TOTALS(EXC Adv/RP)</b>	<b>4,505</b>	<b>625,651</b>	<b>926</b>	<b>111,634</b>	<b>110</b>	<b>10,986</b>	<b>49</b>	<b>3,850</b>	<b>501</b>	<b>66,274</b>	<b>266</b>	<b>30,524</b>	<b>20.6%</b>	<b>17.8%</b>
<b>ADJUSTED TOTALS</b>	<b>4,750</b>	<b>634,207</b>	<b>1,171</b>	<b>120,191</b>	<b>110</b>	<b>10,986</b>	<b>49</b>	<b>3,850</b>	<b>746</b>	<b>74,830</b>	<b>266</b>	<b>30,524</b>		<b>19.0%</b>

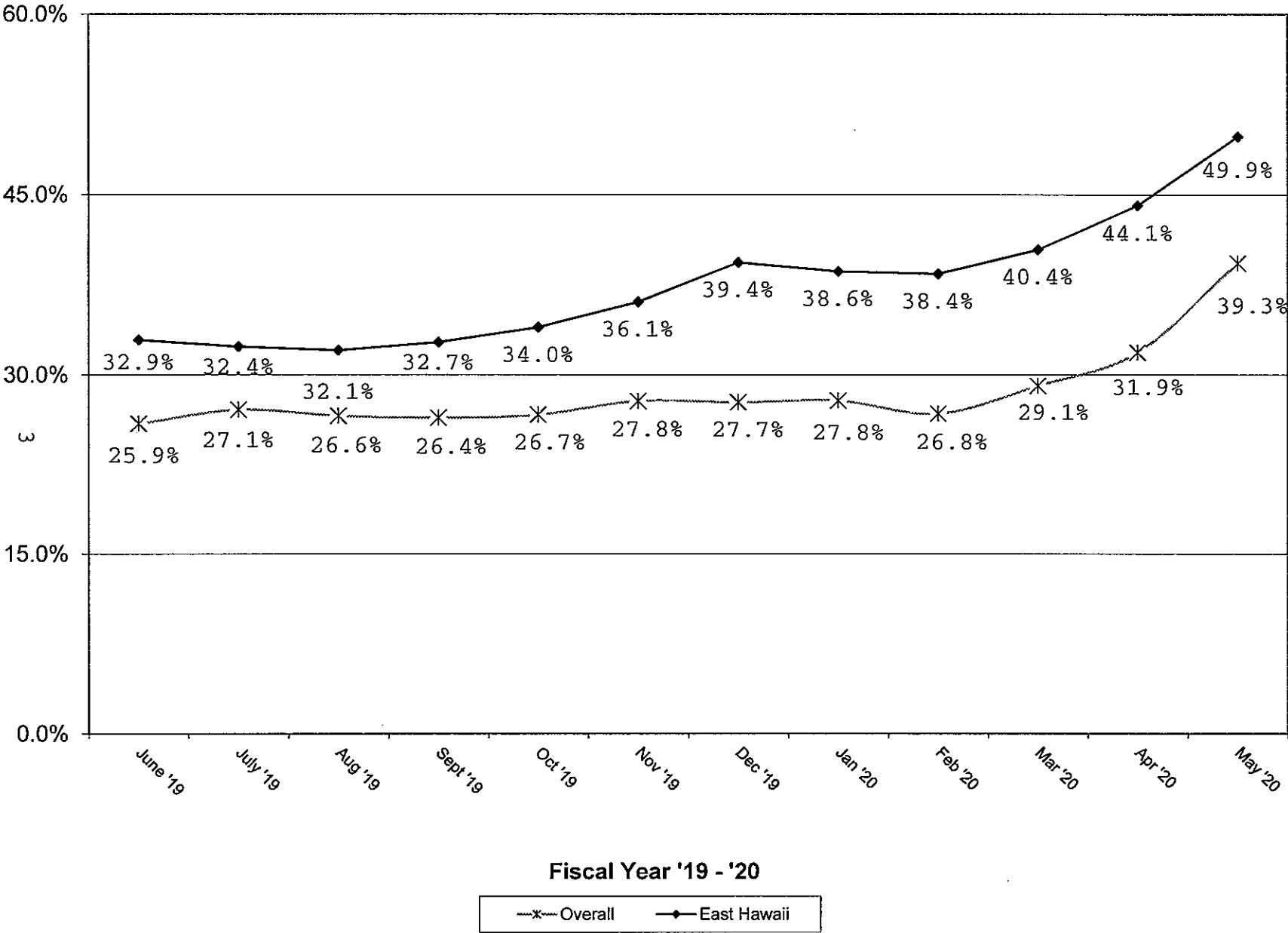
Note: HUD 184A loan program has 499 loans, with a total outstanding principal balance of \$111,905,370.46 as of June 30, 2019. 23 loans, totalling \$5,381,378.94 are delinquent.

EXHIBIT B  
ITEM NO. D-1

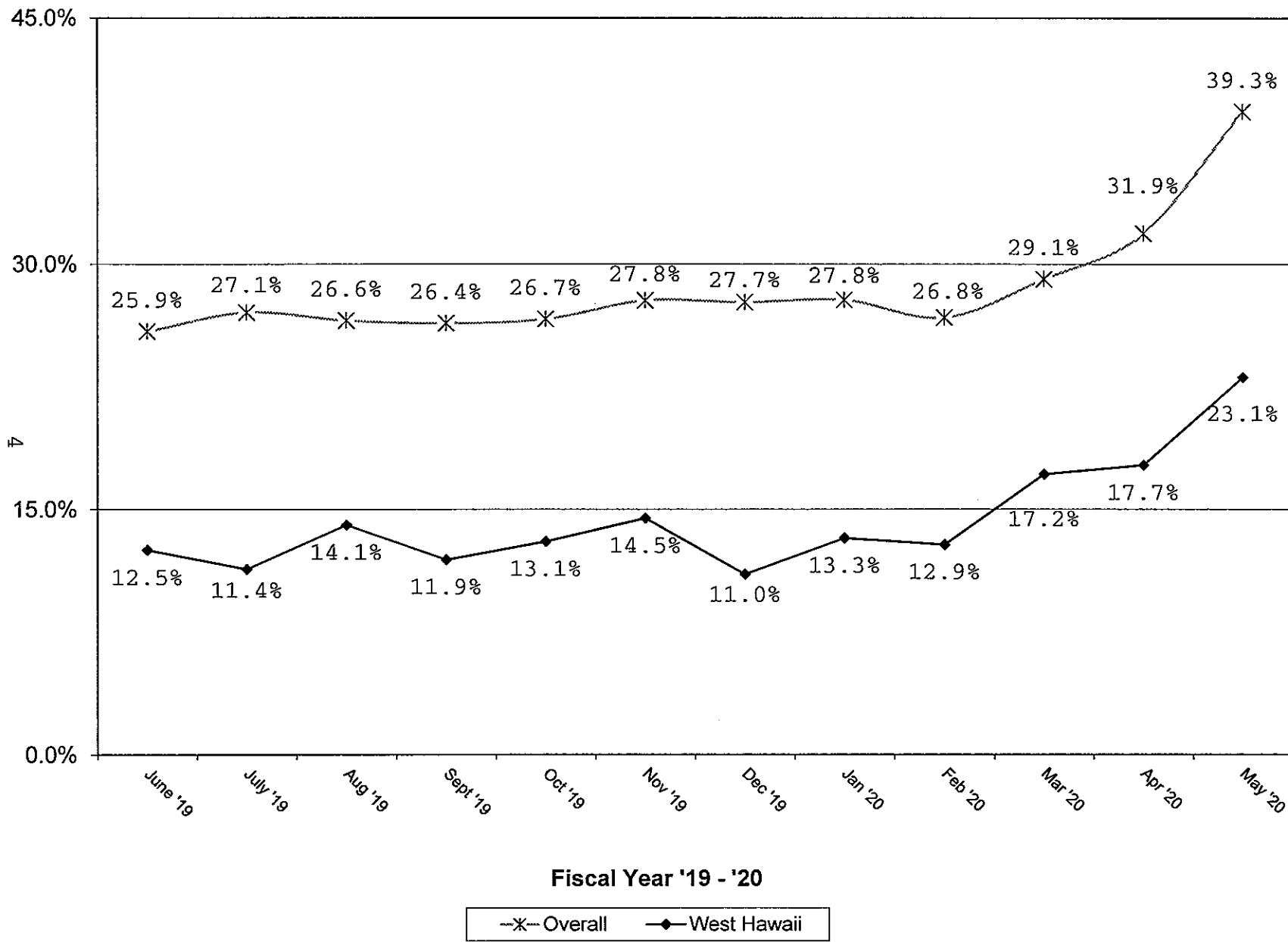
OAHU  
Direct Loans  
Delinquency Ratio Report



# **EAST HAWAII** **Direct Loans** **Delinquency Ratio Report**

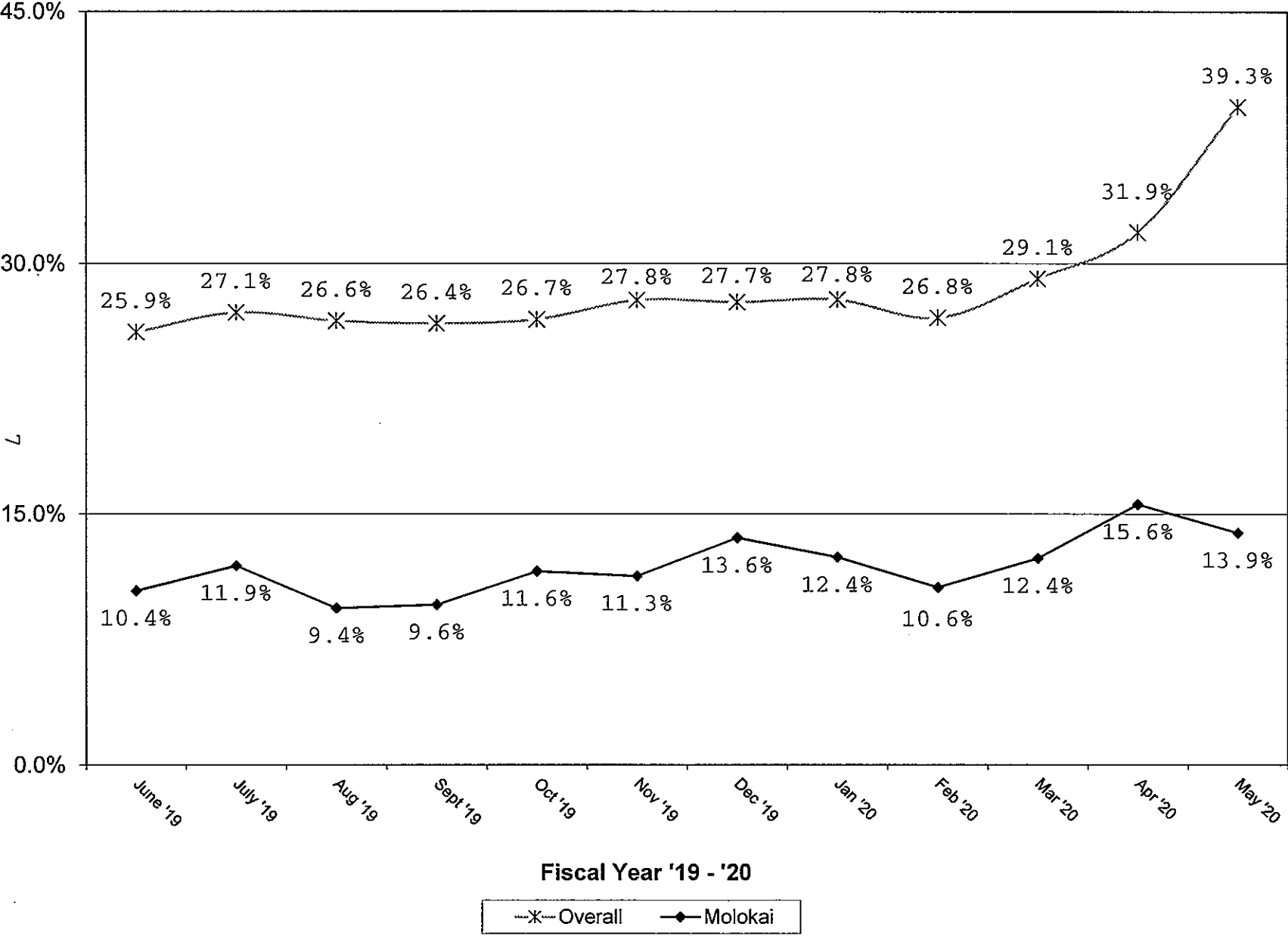


# WEST HAWAII Direct Loans Delinquency Ratio Report

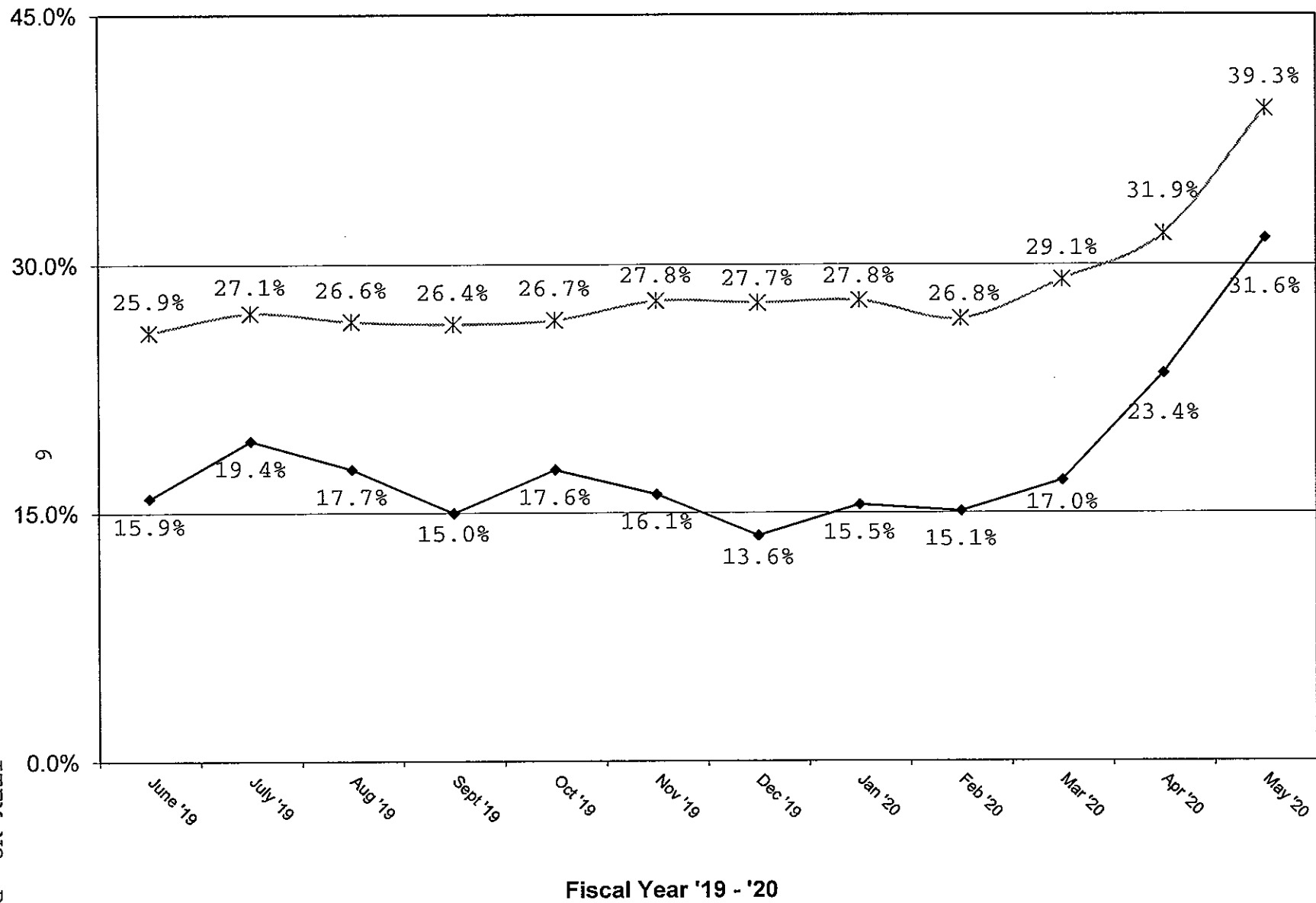




**MOLOKAI**  
**Direct Loans**  
**Delinquency Ratio Report**

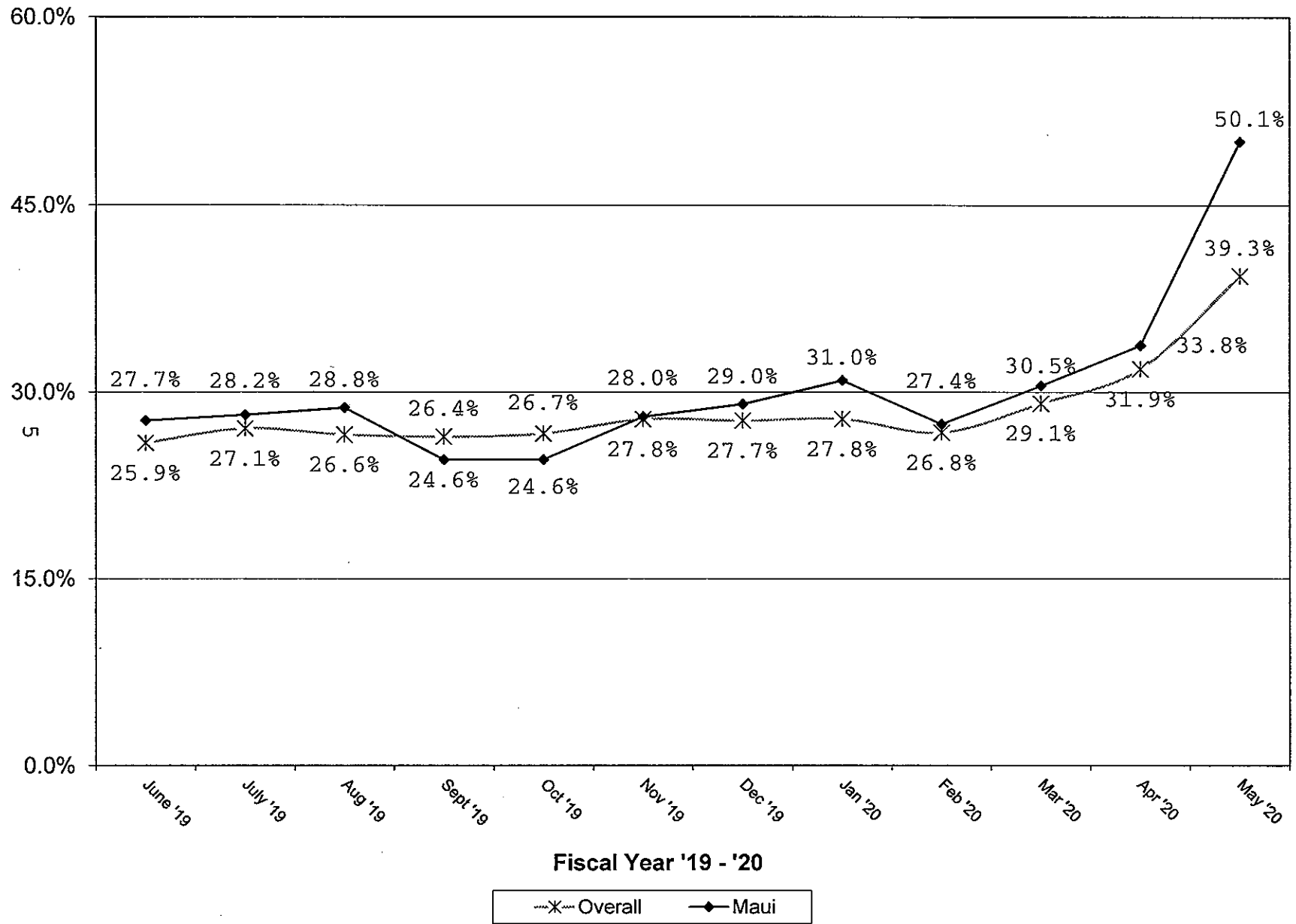


KAUAI  
Direct Loans  
Delinquency Ratio Report



—x— Overall    —◆— Kauai

**MAUI**  
**Direct Loans**  
**Delinquency Ratio Report**



June 16, 2020

SUBJECT:     **DHHL Guarantees for FHA Construction Loans**

DISCUSSION: The Department issues guarantees to FHA lenders during the construction period of a home, as FHA does not insure the loan until the home is completed. The loan term for these loans do not exceed fifteen (15) months from the date of loan signing. The following FHA Interim Construction loans were issued guarantees:

\*Note:       FHA loans are insured by the U.S. Department of Housing and Urban Development (HUD) and do not impact the State's guaranty ceiling.

<u>LEASE NO.</u>	<u>AREA</u>	<u>LESSEE</u>	<u>Loan Amount</u>	<u>Date Approved</u>
11786	Kapolei	Akiu, Renee H.	\$256,906	6/1/20

	<u>No.</u>	<u>Balance</u>
FY Ending 6/30/19	16	\$ 4,472,865
Previous Months	8	\$ 2,391,811
This Month	<u>1</u>	<u>256,906</u>
FY '19-'20 to date	9	\$ 2,648,717

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator  
Homestead Services Division

FROM: Dean Oshiro, Loan Services Manager

SUBJECT: **Approval of Consent to Mortgage**

RECOMMENDED MOTION/ACTION

To approve the following consents to mortgages for Federal Housing Administration (FHA) insured loans, Department of Veterans Affairs (VA) loans, United States Department of Agriculture, Rural Development (USDA, RD) guaranteed loans, United States Housing and Urban Development (HUD 184A) guaranteed loans and Conventional (CON) loans insured by private mortgage insurers.

DISCUSSION

<u>PROPERTY</u>	<u>LESSEE</u>	<u>LENDER</u>	<u>LOAN AMOUNT</u>
<u>OAHU</u>			
Kauluokahi Lease No. 12495 TMK: 1-9-1-017:088	WINCHESTER, Eugene E. K. (VA)Rate/Term Refi	Department of Veterans Affairs	\$ 400,000
Nanakuli Lease No. 3273 TMK: 1-8-9-006:016	HOLU, Kevin K. (FHA)Cash Out Refi	Mann Mortgage LLC	\$ 563,000
Kaupea Lease No. 11906 TMK: 1-9-1-139:148	LENCHANKO, Nicholas H. (FHA)Cash Out Refi	Mann Mortgage LLC	\$ 352,000

OAHU

Papakolea Lease No. 644 TMK: 1-2-2-015:046	KALEI, Chris H. (FHA)Cash Out Refi	Mann Mortgage LLC	\$ 381,000
Kanehili Lease No. 11885 TMK: 1-9-1-152:013	AKAU, Randall H. (HUD 184A) Cash Out Refi	HomeStreet Bank	\$ 310,000
Waimanalo Lease No. 8795 TMK: 1-4-1-038:031	KAUWE, Keith K., Jr. (FHA)Rate/Term Refi	HomeStreet Bank	\$ 310,000
Kewalo Lease No. 1994 TMK: 1-2-4-041:035	KINCAID, James I. (FHA)Rate/Term Refi	Mann Mortgage LLC	\$ 589,000
Kauluokahi Lease No. 12832 TMK: 1-9-1-017:110	HAUHIO, David (FHA)Streamline Refi	Guild Mortgage Co.	\$ 384,000
Kaupea Lease No. 11994 TMK: 1-9-1-139:053	WOND, Nicholas A. H. (FHA)Cash Out Refi	Freedom Mortgage Corp.	\$ 402,000
Waimanalo Lease No. 8781 TMK: 1-4-1-038:017	HEINE, Margaret N. J. (FHA)Cash Out Refi	Freedom Mortgage Corp.	\$ 242,000
Kanehili Lease No. 11680 TMK: 1-9-1-153:048	SPOTKAEFF, Maryknoll K. K. L. (FHA)Rate/Term Refi	Mann Mortgage LLC	\$ 325,000
Waimanalo Lease No. 692 TMK: 1-4-1-017:018	KEALOHA, William N. (FHA)Cash Out Refi	HomeStreet Bank	\$ 238,740

ITEM NO. D-2

OAHU

Kewalo Lease No. 2826 TMK: 1-2-4-039:017	KANEAKUA, John N., III (FHA) Cash Out Refi	HighTech- Lending Inc.	\$ 391,000
Nanakuli Lease No. 5687 TMK: 1-8-9-015:007	LUAVASA, Alfie L. P. (FHA) Cash Out Refi	HighTech- Lending Inc.	\$ 352,000
Kanehili Lease No. 12665 TMK: 1-9-1-151:008	GONZALES, Kekoa K. K. (VA) Streamline Refi	Department of Veterans Affairs	\$ 552,750
Waianae Lease No. 8937 TMK: 1-8-5-031:031	HALAMA, Isaac A. (VA) Cash Out Refi	Department of Veterans Affairs	\$ 400,000
Waimanalo Lease No. 3737 TMK: 1-4-1-029:102	DOLFO, Ryan I. (FHA) Cash Out Refi	Guild Mortgage Co.	\$ 477,000
Nanakuli Lease No. 3788 TMK: 1-8-9-009:086	GIFFORD, Steve P. (FHA) Cash Out Refi	Mason- McDuffie Mortgage Corp.	\$ 244,000
Kaupea Lease No. 12075 TMK: 1-9-1-140:069	CASTILLO, Frederick M., Jr. (FHA) Cash Out Refi	Guild Mortgage Co.	\$ 508,000
Kaupea Lease No. 11997 TMK: 1-9-1-139:009	LENCHANKO, Aaron K. (FHA) Cash Out Refi	Guild Mortgage Co.	\$ 508,000

ITEM NO. D-2

OAHU

Kaupea Lease No. 12078 TMK: 1-9-1-140:070	JOVERO, Sarina (FHA)Cash Out Refi	Cardinal Financial	\$ 447,378
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Hoolimalima Lease No. 12760 TMK: 1-9-1-119:092	MAKILAN, Pedro (FHA)Cash Out Refi	Cardinal Financial	\$ 223,360
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Nanakuli Lease No. 7959 TMK: 1-8-9-009:014	LAA, Peter K. (FHA)Cash Out Refi	Cardinal Financial	\$ 290,640
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MAUI

Waiohuli Lease No. 10455 TMK: 2-2-2-027:096	HEFELE, Ronald H. (FHA)Cash Out Refi	Bank of Hawaii	\$ 226,094
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Waiehu 3 Lease No. 10067 TMK: 2-3-2-024:038	RODRIGUEZ, Sharon (FHA)Cash Out Refi	Homebridge Financial Services, Inc.	\$ 195,000
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Waiehu 4 Lease No. 12230 TMK: 2-3-2-025:016	TSUTSUI, Lyndelle (FHA)Cash Out Refi	HomeStreet Bank	\$ 400,000
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Waiohuli Lease No. 7636 TMK: 2-2-2-027:152	CARINO, Mitchelle (FHA)Cash Out Refi	Homebridge Financial Services, Inc.	\$ 185,000
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KAUAI

Hanapepe Lease No. 8877 TMK: 4-1-8-018:016	KEALOHA, Ronald K. (FHA)Purchase	Security- National Mortgage Co.	\$ 363,000
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ITEM NO. D-2



KAUAI

Anahola	THOMPSON,	Security-	\$ 447,000
Lease No. 10218	Melanie N.	National	
TMK: 4-4-8-022:028	(FHA)Rate/Term Refi	Mortgage Co.	

Anahola	NERPIO,	HomeStreet	\$ 378,750
Lease No. 6541	Brandon K. (HUD	Bank	
TMK: 4-4-8-017:040	184A) Cash Out Refi		

HAWAII

Panaewa	MAKAIKE,	HomeStreet	\$ 240,000
Lease No. 5104A	Kelcie K. (FHA)Cash	Bank	
TMK: 3-2-1-025:019	Out Refi		

Panaewa	DINKEL,	HomeStreet	\$ 290,000
Lease No. 6272	Erryn K. (HUD 184A)	Bank	
TMK: 3-2-1-061:076	Rate/Term Refi		

Puukapu	SHIMAOKA,	Mid America	\$ 376,000
Lease No. 6913	Oliver C. I., III	Mortgage,	
TMK: 3-6-4-033:020	(FHA)Cash Out Refi	Inc.	

Keaukaha	BALDADO,	Homebridge	\$ 310,000
Lease No. 9661	Robert G. (FHA)Cash	Financial	
TMK: 3-2-1-020:088	Out Refi	Services,	
		Inc.	


<u>RECAP</u>	<u>NO.</u>	<u>FHA</u> <u>AMOUNT</u>	<u>NO.</u>	<u>VA</u> <u>AMOUNT</u>	<u>NO.</u>	<u>USDA-RD</u> <u>AMOUNT</u>
FY Ending 6/30/19	295	\$ 85,765,099	15	\$5,863,695	17	\$6,019,088
Prior Months	267	\$ 84,546,755	15	\$5,908,506	12	\$3,322,000
This Month	<u>28</u>	<u>9,970,212</u>	<u>3</u>	<u>1,352,750</u>	<u>0</u>	<u>0</u>
Total FY '19-'20	295	\$ 94,516,967	18	\$7,261,256	12	\$3,322,000
HUD 184A						
FY Ending 6/30/19	81	\$25,107,592				
Prior Months	58	\$17,101,644				
This Month	<u>3</u>	<u>978,750</u>				
Total FY '19-'20	61	\$18,080,394				


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THRU: Juan Garcia, HSD Administrator   
Homestead Services Division

FROM: Dean Oshiro, Loan Services Branch Manager 

SUBJECT: **Approval of Refinance of Loans**

RECOMMENDED MOTION/ACTION

To approve the refinancing of loans from the Hawaiian Home General Loan Fund.

DISCUSSION

There are lessees who are seriously delinquent on their loans, but have been making consistent payments for twelve (12) months or more. These lessees have been trying to pay an additional amount above and beyond the required payment in an effort to reduce their delinquency amount. However, because the delinquency amount is large, it would take years for that amount to be paid in full.

HSD's recommendation for approval is based on actual payment history, at minimum, over the preceding twelve (12) months. If a lessee has demonstrated a conscientious effort to reduce the delinquency amount by making consistent monthly payments for twelve months, HSD will recommend that the lessee's loan balance be refinanced. Loan refinancing will provide a deserving lessee a new start in establishing a credit standing.

The following lessee(s) has met the aforementioned criteria and is recommended for loan refinancing:

<u>LESSEE</u>	<u>LEASE NO. &amp; AREA</u>	<u>REFINANCING LOAN TERMS</u>
Miyashiro, Hannah K.	9856, Maluohai	NTE \$230,000, @4% interest per annum, payment NTE \$1,100 monthly, repayable over 30 years.


Loan Purpose: Refinance Homestreet Bank direct buyback Loan no. 19602. Original loan amount of \$229,500 at 4% per annum, \$1,096 monthly payable over 30 years. A Contested Case Hearing was not held for this account.


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THRU: Juan Garcia, HSD Administrator   
Homestead Services Division

FROM: Dean Oshiro, Loan Services Branch Manager 

SUBJECT: **Approval of Streamline Refinance of Loans**

RECOMMENDED MOTION/ACTION

To approve the refinancing of loans from the Hawaiian Home General Loan Fund.

DISCUSSION

The following lessees have met the "Streamline/Interest rate reduction loan" criteria, which was approved by the Hawaiian Homes Commission at its August 19, 2013 meeting. This criteria includes twelve (12) consecutive monthly payments, borrower's current interest rate is higher than the current DHHL interest rate, current with their Homeowners Insurance, Real Property Tax, Lease Rent, county sewer/refuse fees, and does not have any advances made by DHHL on the borrowers behalf.

HSD's recommendation for approval is based on actual payment history, over the past twelve (12) months and the review of the above-mentioned criteria. Streamline/Interest Rate Loan refinancing will provide lessees a chance to simply reduce their interest rate and payments without DHHL having to credit and/or income qualify the borrower.

The following lessee(s) has met the aforementioned criteria and is recommended for Streamline/Interest rate reduction loan refinance program:

<u>LESSEE</u>	<u>LEASE NO. &amp; AREA</u>	<u>REFINANCING LOAN TERMS</u>
Weiss, Benjamin K.	5074, Nanakuli	NTE \$57,000 @4.5% interest per annum, NTE \$290 monthly, repayable over 30 years.

Loan Purpose: Refinance Contract of Loan no. 18319.  
Original loan amount of \$69,014 at  
6.625% per annum, \$442 monthly,  
repayable over 30 years. A Contested  
Case Hearing was not held for this  
account.

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STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, HSD Administrator

FROM: Nicole F. Bell, Specialist V  
Application Branch, Homestead Services Division

SUBJECT: **Approval of Homestead Application Transfers/Cancellations**

RECOMMENDED MOTION/ACTION

To approve the transfers and cancellations of applications from the Application Waiting Lists for reasons described below:

DISCUSSION

1. Requests of Applicants to Transfer

MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

ALEXANDER, Delphin A.P.	10/14/1994	HAWAII	PAS	08/08/2019
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MAUI ISLANDWIDE RESIDENTIAL LEASE LIST

ALEXANDER, Delphin A.P.	10/14/1994	HAWAII	RES	08/08/2019
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HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

KAWAI, Vaughn L.	09/01/2006	OAHU	RES	08/05/2019
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2. Deceased Applicants

NONE FOR SUBMITTAL

### 3. Awards of Leases

#### NANAKULI AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

CUMMINGS, Theresa L.	Assigned Residential Lease #12913, Lot 2 in Waianae, Oahu dated 02/28/2020. Remove application dated 08/16/1977.
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#### OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

GOUVEIA, Lena L.	Assigned Residential Lease #12862, Lot 114 in Ka'uluokaha'i, Oahu dated 02/07/2020. Remove application dated 04/15/1985.
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MARROTTE, May K.	Assigned Residential Lease #12891, Lot 18478 in Kanehili, Oahu dated 04/30/2020. Remove application dated 11/30/1981.
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#### MOLOKAI ISLANDWIDE AGRICULTURAL LEASE LIST

KAMAKANA, Dennis K., Sr.	Assigned Agricultural Lease #5823, Lot 192-C in Hoolehua, Molokai dated 05/13/1997. Remove application dated 07/03/1995.
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#### LANAI ISLANDWIDE RESIDENTIAL LEASE LIST

BENANUA, Eleanor R.	Assigned Residential Lease #12879, Lot 1199 in Lanai dated 01/10/2020. Remove application dated 04/26/2000.
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BENANUA, Pauline K.	Assigned Residential Lease #12880 Lot 1200 in Lanai dated 01/10/2020. Remove application dated 04/26/2000.
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BIHO, Karen J.K.

Assigned Residential Lease  
#12877, Lot 1201 in Lanai dated  
01/10/2020. Remove application  
dated 03/30/2001.

HANOG, Laikealohaohaliilehua

Assigned Residential Lease  
#12874, Lot 10 in Lanai dated  
01/10/2020. Remove application  
dated 06/09/2000.

PLUNKETT, Larry P.

Assigned Residential Lease  
#12881, Lot 1195 in Lanai dated  
01/10/2020. Remove application  
dated 02/01/2002.

4. Native Hawaiian Qualification

NONE FOR SUBMITTAL

5. Voluntary Cancellation

NONE FOR SUBMITTAL

6. Successorship

NONE FOR SUBMITTAL

7. Additional Acreage

NONE FOR SUBMITTAL

8. HHC Adjustments

NONE FOR SUBMITTAL


Last Month's Transaction Total	25
Last Month's Cumulative FY 2019-2020 Transaction Total	278
Transfers from Island to Island	3
Deceased	0
Cancellations:	
Awards of Leases	9
NHQ	0
Voluntary Cancellations	0
Successorship	0
Additional Acreage	0
HHC Adjustments	0
This Month's Transaction Total	12
<b>This Month's Cumulative FY 2019-2020 Transaction Total</b>	<b>290</b>


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor   
Homestead Services Division

SUBJECT: **Approval of Designation of Successors to Leasehold  
Interest and Designation of Persons to Receive the Net  
Proceeds**

RECOMMENDED MOTION/ACTION

To approve the designation of successor to the leasehold interest and person to receive the net proceeds, pursuant to Section 209, Hawaiian Homes Commission Act, 1920, as amended.

\*See attached list of Lessee.

Leasehold Interest:

Ratified for June 2020	9
Previous FY 2019 - 2020	63
FY 2019 - 2020 Total to Date	<u>72</u>

Ratified for FY '18 - '19	92
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Net Proceeds

Ratified for June 2020	0
Previous FY 2019- 2020	0
FY 2019 - 2020 Total to Date	<u>0</u>

Ratified for FY '18 - '19	1
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**LIST OF LESSEES WHO DESIGNATED SUCCESSORS TO THEIR  
LEASEHOLD INTEREST  
FOR MONTH OF JUNE 2020**

<u>Deceased Lessee</u>	<u>Designated Successor</u>
1. Noa K. Aluli Lot No.: 29 Area: Waiohuli, Maui Lease No. 7480	<u>PRIMARY: Joint Tenants</u> Alana C. Aluli, Daughter Kekahu C. Aluli, Son Maila I. Aluli, Daughter Kamaile R. Aluli, Daughter Anuheia K. Aluli, Daughter  <u>ALTERNATE:</u> N/A  <u>DESIGNEE TO RECEIVE NET PROCEEDS:</u> N/A
2. Clerese B. Bacos Lot No.: 42 Area: Nanakuli, Oahu Lease No. 4959	<u>PRIMARY: Joint Tenants</u> *Valerie U. Bacos, Daughter Dean C. Bacos, Son *Omit due to death on March 20, 2013.  <u>ALTERNATE:</u> N/A  <u>DESIGNEE TO RECEIVE NET PROCEEDS:</u> N/A

3. Debbie L. Fitzgerald-Troche  
Lot No.: 65  
Area: Anahola, Kauai  
Lease No. 4328

PRIMARY:  
Debbie L. K. Smith,  
Daughter

ALTERNATE:  
N/A

DESIGNEE TO RECEIVE NET  
PROCEEDS:  
N/A

4. Shoichi Hamai, Jr.  
Lot No.: 144  
Area: Waiohuli, Maui  
Lease No. 7630

PRIMARY: Tenants in Common  
Lehua F. K. Hamai, Sister  
\*Melemarie K. Hamai, Sister  
\*Omit due to renouncement  
dated May 10, 2019.

ALTERNATE:  
N/A

DESIGNEE TO RECEIVE NET  
PROCEEDS:  
N/A

5. Ruby K. Kahananui  
Lot No.: 75  
Area: Nanakuli, Oahu  
Lease No. 2900

PRIMARY: Joint Tenants  
Alika N. Kahananui, Nephew  
\*Yasha-Ann Kahananui-Peralta,  
Niece  
\*Omit due to renouncement  
dated January 13, 2020.

ALTERNATE:  
N/A

DESIGNEE TO RECEIVE NET  
PROCEEDS:  
N/A


6. Felisa S. Kaniho  
Lot No.: U1-1  
Area: Kamaoa, Hawaii  
Lease No. 7879
- PRIMARY:  
Patrick Takahashi, Son
- ALTERNATE:  
N/A
- DESIGNEE TO RECEIVE NET PROCEEDS:  
N/A
7. Dennis M. Keliikoa  
Lot No.: 147  
Area: Kalamaula, Molokai  
Lease No. 6130
- PRIMARY:  
Harriet V. Keliikoa,  
Daughter
- ALTERNATE:  
N/A
- DESIGNEE TO RECEIVE NET PROCEEDS:  
N/A
8. Dennis M. Keliikoa  
Lot No.: 79  
Area: Kalamaula, Molokai  
Lease No. 6099
- PRIMARY:  
Harriet V. Keliikoa,  
Daughter
- ALTERNATE:  
N/A
- DESIGNEE TO RECEIVE NET PROCEEDS:  
N/A
9. Karen P. MacDonald  
Lot No.: 30  
Area: Nanakuli, Oahu  
Lease No. 8622
- PRIMARY:  
Roymand K. K. K. K.  
Makanani, Son
- ALTERNATE:  
\*Kruzzette K. K. K.  
Makanani, Granddaughter  
\*Omit due to lack of  
genealogy documents to  
determine eligibility to  
successorship.
- DESIGNEE TO RECEIVE NET PROCEEDS:  
N/A

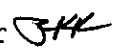
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor   
Homestead Services Division

SUBJECT: **Approval of Assignment of Leasehold Interest**

RECOMMENDED MOTION/ACTION

To approve the assignment of the leasehold interest, pursuant to Section 208, Hawaiian Homes Commission Act, 1920, as amended, and subject to any applicable terms and conditions of the assignment, including but not limited to the approval of a loan.

DISCUSSION

Eight (8) assignments of lease.

1. Lessee Name: Lyle K. Bargamento  
Res. Lease No. 11330, Lot No. 47  
Lease Date: 6/15/2007  
Area: Kekaha, Kauai  
Property Sold & Amount: No, N/A  
Improvements: 4 bedroom, 2 bath dwelling

Transferee Name: Debra L. Henton & Lyle K. Bargamento  
Relationship: Sister & Lessee  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Adding relative to lease."

2. Lessee Name: William K. Kelii  
Res. Lease No. 5179, Lot No. 38  
Lease Date: 8/2/1982  
Area: Nanakuli, Oahu  
Property Sold & Amount: Yes, \$76,850.00  
Improvements: 5 bedroom, 3 bath dwelling

Transferee Name: Ko Sung An K. Kelii  
Relationship: Son  
Loan Assumption: Yes  
Applicant: No

Reason for Transfer: "Giving lease to relative." Special  
Condition: Transferee to obtain funds to pay purchase price.  
See simultaneous transfer below.

3. Lessee Name: Azure Dee P. Makinney  
Res. Lease No. 11398, Lot No. 17194  
Lease Date: 4/3/2007  
Area: Kaupea, Oahu  
Property Sold & Amount: Yes, \$625,000.00  
Improvements: 4 bedroom, 2-1/2 bath dwelling

Transferee Name: William K. Kelii  
Relationship: None  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Moving off island." Special  
Condition: Transferee to obtain funds to pay purchase price.  
See simultaneous transfer below.

4. Lessee Name: William K. Kelii  
Res. Lease No. 11398, Lot No. 17194  
Lease Date: 4/3/2007  
Area: Kaupea, Oahu  
Property Sold & Amount: Yes, \$625,000.00  
Improvements: 4 bedroom, 2-1/2 bath dwelling

Transferee Name: Corey P. Kelii  
Relationship: Son  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Giving lease to relative." Special  
Condition: Transferee to obtain funds to pay purchase price.



5. Lessee Name: Moana Keohuloa  
Res. Lease No. 4832, Lot No. 118-E  
Lease Date: 7/22/1978  
Area: Hoolehua, Molokai  
Property Sold & Amount: No, N/A  
Improvements: 3 bedroom, 1 bath dwelling

Transferee Name: Jeremiah P. Keohuloa  
Relationship: Son  
Loan Assumption: No  
Applicant: Yes, Molokai IW Res., 8/2/2013

Reason for Transfer: "Giving lease to relative."

6. Lessee Name: Kelcie K. Makaike  
Agr. Lease No. 5104-A, Lot No. 19-A-1  
Lease Date: 9/15/1982  
Area: Panaewa, Hawaii  
Property Sold & Amount: Yes, \$174,991.00  
Improvements: 3 bedroom, 2-1/2 bath dwelling

Transferee Name: Kelcie K. Makaike & Eric K. Makaike  
Relationship: Lessee & Husband  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Adding relative to lease." Special  
Condition: Existing mortgage must be amended or refinanced.

7. Lessee Name: Eric K. Makaike  
Agr. Lease No. 6932, Lot No. 4  
Lease Date: 10/1/1986  
Area: Makuu, Hawaii  
Property Sold & Amount: No, N/A  
Improvements: None

Transferee Name: Eric K. Makaike & Kelcie K. Makaike  
Relationship: Lessee & Wife  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Adding relative to lease."

8. Lessee Name: Randolph K. Ahuna, Jr.  
Agr. Lease No. 4184, Lot No. 133, 134 & 135  
Lease Date: 7/17/1974  
Area: Panaewa, Hawaii  
Property Sold & Amount: No, N/A  
Improvements: None

Transferee Name: Eloise E. Pung  
Relationship: Sister  
Loan Assumption: No  
Applicant: No

Reason for Transfer: "Giving lease to relative."


Assignments for the Month of June `20	8
Previous FY '19 - '20 balance	<u>168</u>
FY '19 - '20 total to date	176
Assignments for FY '18 - '19	259

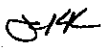
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor   
Homestead Services Division

SUBJECT: **Approval of Amendment of Leasehold Interest**

RECOMMENDED MOTION/ACTION

To approve the amendment of the leasehold interest listed below.

DISCUSSION

Seven (7) amendments of lease.

1. Lessee: Randolph K. Ahuna, Jr.  
Agr. Lease No.: 4184  
Lot No., Area, Island: 133, 134 & 135, Panaewa, Hawaii  
Amendment: To amend the lease to incorporate the currently used terms, covenants and conditions in the lease.
  
2. Lessee: Ruby K. Kahananui  
Agr. Lease No.: 2900  
Lot No., Area, Island: 75, Nanakuli, Oahu  
Amendment: To amend the Lease title and Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease and to extend the lease term to an aggregate term of 199 years.

3. Lessee: Dennis M. Keliikoa  
Agr. Lease No.: 6099  
Lot No., Area, Island: 79, Kalamaula, Molokai  
Amendment: To amend the lease to update the property description and commencement date due to final subdivision approval.
4. Lessee: Dennis M. Keliikoa  
Res. Lease No.: 6130  
Lot No., Area, Island: 147, Kalamaula, Molokai  
Amendment: To amend the lease to update the property description.
5. Lessee: Moana Keohulua  
Res. Lease No.: 4832  
Lot No., Area, Island: 118-E, Hoolehua, Molokai  
Amendment: To amend the lot number to lot number 92.
6. Lessee: William K. Manoa, Jr.  
Agr. Lease No.: 1639  
Lot No., Area, Island: 176-A, Nanakuli, Oahu  
Amendment: To amend the Lease title and Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease, to update the property description, and to extend the lease term to an aggregate term of 199 years.

7. Lessee: Keliimana Mark-Lewis, Alohalani  
 Mark-Lewis, & Imua Mark-Lewis  
 Res. Lease No.: 344  
 Lot No., Area, Island: 175-A, Nanakuli, Oahu  
 Amendment: To amend the Lease title and  
 Lessor's name, to incorporate the  
 currently used terms, covenants and  
 conditions in the lease and to  
 extend the lease term to an  
 aggregate term of 199 years, and to  
 reflect the surrender of a joint  
 tenant and the remaining joint  
 tenants interest in the lease.


Amendments for the Month of June '20	7
Previous FY '19 - '20 balance	<u>131</u>
FY '19 - '20 total to date	138
Amendments for FY '18- '19	153

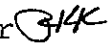
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

FROM: Ross K. Kapeliela, Acting ODO Supervisor   
Homestead Services Division

SUBJECT: **Approval to Issue a Non-Exclusive License for Rooftop Photovoltaic Systems for Certain Lessees**

RECOMMENDED MOTION/ACTION

To approve the issuance of a non-exclusive license to allow the Permittee to provide adequate services related to the installation, maintenance, and operation of a photovoltaic system on the premises leased by the respective Lessees.

The non-exclusive license is necessary as the Lessee cannot issue his/her own licenses.

DISCUSSION

One (1) non-exclusive licenses.

1. Lessee: Casey K. Olsen  
Res. Lease No.: 11854  
Lot No., Area, Island: 18520, Kanehili, Oahu  
Permittee: Sunrun Installation Services Inc.


Non-Exclusive License for June '20	1
Previous FY '19 - '20 balance	<u>52</u>
FY '19 - '20 total to date	53

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator  
Homestead Services Division 

FROM: Olinda L. Fisher, East Hawaii District Office  
Homestead District Assistant Supervisor

SUBJECT: **Conditional Approval of Subdivision, Transfer of a  
Portion of Lease and Amendment to Lease No. 3906  
Lot No. 105B, Panaewa, Hawaii  
SHARON K.L.K. AKIMSEU-VICTORINO**

RECOMMENDED MOTION/ACTION

1. To approve the request of Sharon K.L.K. Akimseu-Victorino (Sharon), to subdivide Lot No. 105-B, Panaewa, Hawaii, consisting of 7.650 acres and is further identified as TMK (3)2-1-025:106, covered under Department of Hawaiian Home Lands Agricultural Lease No. 3906, provided that Sharon shall be responsible for all cost incurred in the processing and obtaining of the subdivision, including but not limited to surveying fees, fees imposed by the City and County of Honolulu (County), fees for utility (electric, water, etc.) and other fees associated with the subdivision of Lot No. 105-B.

2. To approve the amendment of Lease No. 3906 and affirm the subdivision of Lot No. 105-B into two (2) lots, proposed lot A of five (5) acres in size and proposed lot B of 2.650 acres in size; update the property description of original Lot No. 105B.

3. To approve the designation of Agricultural Lease No. 3906, demising proposed Lot A.

4. To approve the designation of Agricultural Lease No. 3906-B, demising proposed Lot B.

5. To approve the transfer of Agricultural Lease No. 3906-B, to Joseph Hekekie Jr.

6. All of the above are subject to the completion of the survey work done by a licensed surveyor, including but not limited to the surveying and staking of boundary corners of the lots, submitting the required number of final subdivision maps to the County, preparing and submitting the legal description of the lots to the Department of Hawaiian Home Lands (Department), applying to the County for subdivision approval, obtaining the tax map keys for the lots, and final subdivision approval by the County of Hawaii.

#### DISCUSSION

The Lease was awarded to Sharon, commencing on October 8, 1998.

On April 5, 2019, the Department received from Sharon, a request to subdivide Lot No. 105-B, situated at Panaewa, Hawaii, into two (2) lots.

Sharon wants to transfer the proposed Lot B to her nephew, Joseph, and retain Lot A for herself (See Exhibit A). Improvement on Lot A includes an existing 3-bedroom and 1-bath dwelling, constructed in 1984.

Joseph is deemed to have at least 50% Hawaiian ancestry and is therefore qualified to receive the lot via a transfer of lease. He intends to utilize his lot by continuing crop production.

Upon satisfaction to DHHL on the compliance of all the conditions listed above, DHHL will resubmit the requested action for the HHC's final approval.

There is no outstanding loan attached to the Lease. The lease rent to the Department and the real property tax owed to the County of Hawaii are paid current.

The Department request final approval of its recommendation.



Lot A

Lot B

Joseph  
Hekekin Jr

Sharon Akimseu  
Victorino




Railroad Ave

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Juan Garcia, Administrator   
Homestead Services Division

FROM: Olinda L. Fisher, East Hawaii District Office  
Homestead District Assistant Supervisor

SUBJECT: **Conditional Approval of Subdivision, Transfer of a  
Portion of Lease and Amendment to Lease No. 4188  
Lot No. 116, Panaewa, Hawaii  
KENNETH S.G.A. LEE**

RECOMMENDED MOTION/ACTION

1. To approve the request of Kenneth S.G.A. Lee (Kenneth), to subdivide Lot No. 116, Panaewa, Hawaii, consisting of ten (10) acres and is further identified as TMK (3)2-1-025:117, covered under Department of Hawaiian Home Lands Agricultural Lease No. 4188, provided that Kenneth shall be responsible for all cost incurred in the processing and obtaining of the subdivision, including but not limited to surveying fees, fees imposed by the City and County of Honolulu (County), fees for utility (electric, water, etc.) and other fees associated with the subdivision of Lot No. 116.

2. To approve the amendment of Lease No. 4188 and affirm the subdivision of Lot No. 116 into two (2) lots of five (5) acres in size; update the property description of original Lot No. 116.

3. To approve the designation of Agricultural Lease No. 4188, demising proposed Lot A.

4. To approve the designation of Agricultural Lease No. 4188-A, demising proposed Lot B.

5. To approve the transfer of Agricultural Lease No. 4188, to William A. Lee (William).

6. To approve the transfer of Agricultural Lease No. 4188-A, to Titus A.T.W. Lee Matthews (Titus).

7. All of the above are subject to the completion of the survey work done by a licensed surveyor, including but not limited to the surveying and staking of boundary corners of the lots, submitting the required number of final subdivision maps to the County, preparing and submitting the legal description of the lots to the Department of Hawaiian Home Lands (Department), applying to the County for subdivision approval, obtaining the tax map keys for the lots, and final subdivision approval by the County of Honolulu.

#### DISCUSSION

The Lease was awarded to Kenneth, commencing on April 18, 1975.

On April 18, 2019, the Department received from Kenneth, a request to subdivide Lot No. 116, situated at Panaewa, Hawaii, into two (2) lots of five (5) acres each.

Kenneth wants to transfer proposed Lot A to his son, William, and proposed Lot B to his grandson, Titus (See Exhibit A). Improvement on Lot A includes an existing 4-bedroom and 3-bath dwelling, constructed in 2007, and a detached garage and shed.

William and Titus are deemed to have at least 25% Hawaiian ancestry and is therefore qualified to receive the respective lots via a transfer of lease. Both intend to utilize their respective lots by continuing crop production.

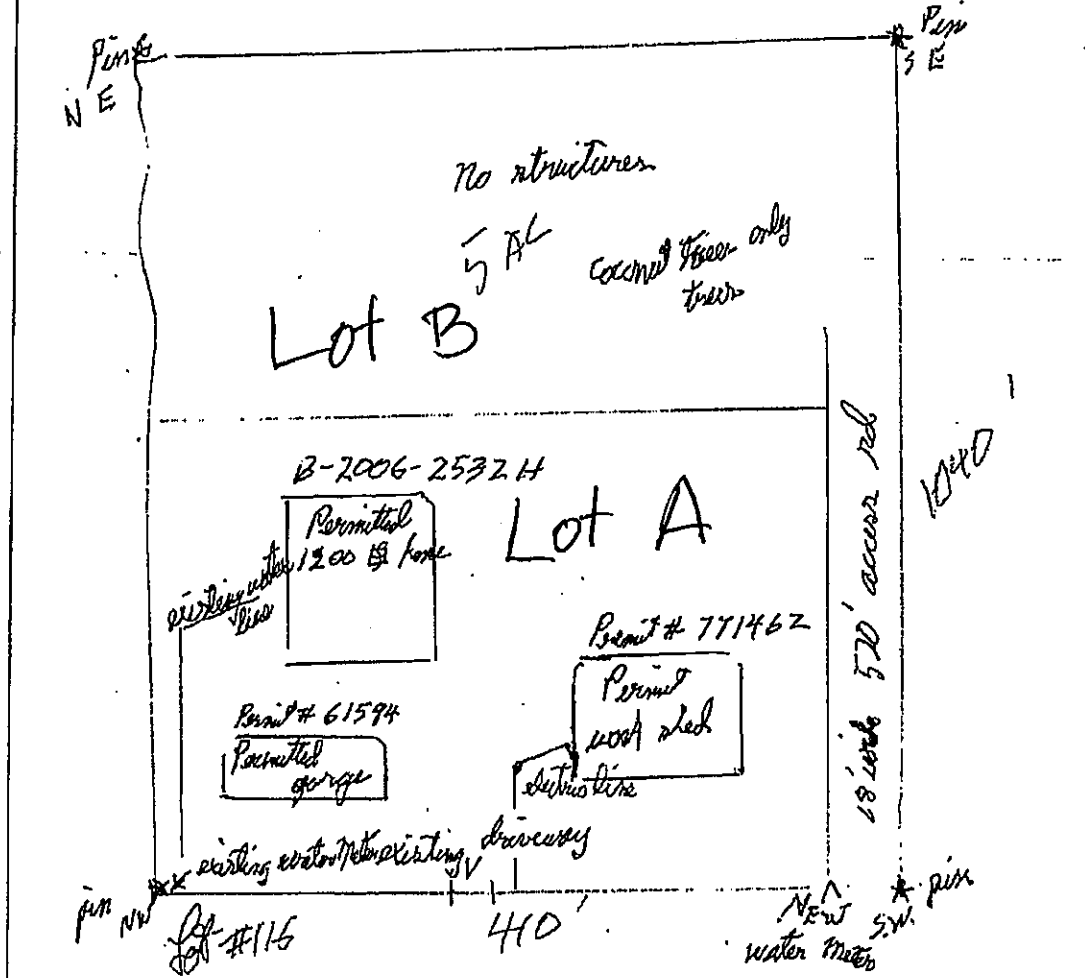
Upon satisfaction to DHHL on the compliance of all the conditions listed above, DHHL will resubmit the requested action for the HHC's final approval.

There is no outstanding loan attached to the lease. The lease rent to the Department and the real property tax owed to the County of Hawaii are paid current.

The Department request final approval of its recommendation.

### Sketch of Proposed Subdivision

Draw the original lot showing existing structures, current farm and ranch areas and use dotted lines to show the subdivided area that you are requesting to be subdivided, include the layout of new proposed crop or livestock area and new house if applicable  
(If available you can use a tax map or an aerial photograph):



### ACKNOWLEDGEMENT SECTION (Initial after reading)

I understand and acknowledge that the subdivision process is expensive and I am financially able and responsible to pay the costs pursuant to HAR Section 10-3-26. Lessee KV Transferee [Signature]

I understand that after the subdivision is approved the new lessee/transferee must submit a farm or ranch plan pursuant to HAR Sections 10-3-26(f)6 and 10-3-24(c). Lessee KV Transferee [Signature]

I understand that there may be environmental requirements as part of the subdivision process and I will pay for the costs required pursuant to HAR Section 10-3-26. Lessee KV Transferee [Signature]

I understand and acknowledge that I will pay for any additional water development cost necessary to improve the subdivided lot pursuant to HAR Section 10-3-26(f)4&5. Lessee KV Transferee [Signature]

I understand and acknowledge that an addendum will be required to insure that future lessees understand that the newly subdivided homestead is located in an agricultural area and has priority for farming in order to avoid future nuisances. Lessee KV Transferee [Signature]

By signing below, I/We accept and agree to and acknowledge the requirements listed above which are necessary to subdivide my homestead property. I/We declare that this request is of my/our own freewill and choice.

Lessee Signature Kenneth S. Lee Date                      Transferee Signature [Signature] Date                     


Exhibit A

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 15, 2020

TO: Chairman and Members, Hawaiian Homes Commission

THRU: Juan Garcia, Administrator  
Homestead Services Division   
Mona Kapaku, District Operations Branch Manager  
Homestead Services Division

FROM: Erna A. Kamibayashi, Kauai District Office Supervisor

SUBJECT: **Commission Designation of Successor  
ELLEN KEALA MARIE KINIMAKA SENKUS,  
Residential Lease No. 6508,  
Lot No. G&G1 6, Anahola, Kauai**

RECOMMENDED MOTION/ACTION

To approve the designation of Oddetta Kaohikueapulani Alquiza (Kapu), as successor to Residential Lease No. 6508, Lot No. G&G1 6, Anahola, Kauai (Lease), for the remaining term of the Lease.

DISCUSSION

ELLEN KEALA MARIE KINIMAKA SENKUS (Decedent) was awarded the Lease, commencing on July 1, 1986. The lot is in an area in which the Department does not have any immediate plans for development, therefore, the Lease is eligible for a relocation.

On February 5, 2019, the Decedent passed away. She designated her husband, Richard George Senkus (Richard), who is less than 25% Hawaiian ancestry, to receive the net proceeds. Unfortunately, as there are no improvements on the homestead lot, there is no net proceeds due to Richard.

In compliance with the Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News, and The Garden Island newspapers on June 2, 12,

16, and 26, 2019, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claim to the Lease.

The Department received a successorship claim from the Decedent's sister, Kapu, who has been determined to be at least 93% Hawaiian ancestry and eligible for successorship to the Lease.

The Department also received a successorship claim from the Decedent's niece, Kaleinani Virginia Guillory Kinimaka, who has been determined to be at least 64% Hawaiian ancestry and eligible for successorship to the Lease.

Pursuant to Section 209 of the Hawaiian Homes Commission Act of 1920, as amended (Act), when a lessee fails to designate a successor, the commission is authorized to terminate this lease or to continue the lease by designating a successor. Section 209 states in part that the department may select from only the following qualified relatives of the decedent:

1. Husband or wife; or
2. If there is no husband or wife, then the children; or
3. If there is no husband, wife, or child, then the grandchildren; or
4. If there is no husband, wife, child, or grandchild, then the brothers or sisters; or
5. If there is no husband, wife, child, grandchild, brother, or sister, then from the following relatives of the lessee who are native Hawaiian: father and mother, widows or widowers of the children, widows or widowers of the brothers and sisters, or nieces and nephews.

Based on the Act, Kapu has priority above all other relatives to succeed.

The lease rent account is in arrears in the amount of \$15. Kapu agrees to pay the lease rent due, should the Hawaiian Homes Commission approve her as the successor to the Lease.

The Department requests approval of its recommendation.

**HAWAIIAN HOMES COMMISSION  
JUNE 16, 2020  
TELECONFERENCE  
9:30 A.M.**

**F – ITEMS  
LAND MANAGEMENT DIVISION**

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

To: Chairman and Members, Hawaiian Homes Commission

From: Peter "Kahana" Albinio, Jr., Acting Administrator  
Land Management Division

Subject: Approval to Extend Right of Entry Permit No. 685 to US DOI and ControlPoint Surveying, Inc., Nanakuli, Lualualei, & Waianae, O'ahu, Island, Various TMKs

APPLICANT:

US DOI (U.S. Department of Interior) and ControlPoint Surveying, Inc. as "CO-PERMITTEES"

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) authorize the renewal of Right of Entry Permit (ROE) 685 (See Exhibit "A" attached), to the US DOI and ControlPoint Surveying, Inc., covering the subject area as described below for a series of land surveying field activities which include but is not limited to traverse/location surveys and data collection, and boundary survey monumentation.

Approval and issuance of this Right of Entry Permit (ROE) shall be subject to the following conditions:

1. Authorize the extension of Right-of-Entry Permit 685 to U.S. Department of Interior and ControlPoint Surveying, Inc., covering the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
  - A. The standard terms and conditions of the most current right-of-entry permit form, as may be amended from time to time;
  - B. The premises shall be utilized strictly for boundary survey and monumentation activities as described only and for no other purposes whatsoever; and
  - C. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interests of the Hawaiian Home Lands Trust;
2. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR this project will probably have minimal or no significant effect on the environment.

LOCATION:

Portion of Hawaiian Home Lands situated in Nanakuli, Lualualei, & Waianae, Island of O'ahu, as identified and delineated by bold white outline in Nanakuli Map ("A-1"), and red outline in Lualualei and Waianae maps (" covering various TMK's out as Tax Map Key: (3)6-1-001:003(por.)



AREA:

The boundaries identified on the location maps described above are approximately: 5.42 linear miles for Nanakuli; 6.58 linear miles for Lualualei; and 6.06 mile for Waianae Valley.

DISCUSSION:

The U.S. Department Interior Office of Native Hawaiian Relations presented its Federal Survey of Hawaiian Home Lands Project under a workshop to the Hawaiian Homes Commission at regular monthly meeting held on November 19, 2018 at DHHL Kapolei office. The Presentation provided the HHC with insight as to the task for which DOI is required to conduct pursuant to and in accordance with the 1995, Hawaiian Home Lands Recovery Act.

Therefore, given the requirement to survey all HHL based on the report entitled, 'Survey Needs for the Hawaiian Home Lands', issued by the Bureau of Land Management of the Department of Interior, dated July 21, 1991, U.S. DOI has a procured professional services contract with local surveying consultants Control Point Surveying, Inc. to support and assist in the necessary survey work to be conducted pursuant to and in accordance with the 1995, HHLRA. This initial ROE request will cover boundaries located in the Nanakuli, Lualualei, & Waianae areas on Oahu Island.

According to its informational workshop info as presented the Benefits of the Federal Survey will provide the following:

- A genealogical history of the lands going back prior to 1920 by compiling the legal authority for the transfer of lands to the Trust and the boundary lines of those lands
- Place boundary monumentation in place where none exists
- Where boundary monumentation currently exists, the survey can, using modern technology, provide greater accuracy and resolve discrepancies between earlier surveys and maps
- Create a Federal Records Base that will be a powerful land management tool for current and future land development and dispositions

WORK COMPLETED UNDER ROE 685

Field survey work has been delayed as the documentary research took longer than anticipated and no field survey work is being conducted due to the COVID-19 pandemic and resulting government orders. Field survey work along the boundaries of homestead lots require limited interaction with homestead lessees and will resume after it is determined that it is safe to do so. Due to the uncertainty regarding when the field survey work may resume and whether safety measures will affect scheduling, a full twelve 12-month renewal is being requested. (See Exhibit "B" attached)

PLANNING AREA:

Nanakuli, Lualualei, & Waianae

LAND USE DESIGNATION:

Various residential, special district Oahu Island Plan (2014), Figure 4.3 – Waianae Planning Area, and Figure 4.5 – Nanakuli Planning Area

CURRENT STATUS:

DHHL, Residential Subdivision

CHARACTERER OF USE:

## Land Boundary Survey

### CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

#### Triggers:

Use of State Lands

#### Exemption Class No. & Description:

In accordance with the "Comprehensive Exemption List for the State of Hawaii, Department of Hawaiian Home Lands, as Reviewed and Concurred Upon by the Environmental Council on June 30, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption List Class No. 2, "Replacement or reconstruction of existing structures and facilities where the new structure will be located generally on the same site and will have substantially the same purpose, capacity, density, height and dimensions as the structure replaced."

The direct, cumulative, and potential impacts of the action described have been considered pursuant to Chapter 343, Hawaii Revised Statutes and Chapter 11-200, Hawaii Administrative Rules. Since the action as proposed is determined to have minimal or no significant impact on the environment it would therefore be exempt from the preparation of an environmental assessment. The Planning Office has reviewed the proposed action and determines it as being eligible for exemption from the preparation of an Environmental Assessment under the Exemption Class as referenced above.

### CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

DHHL General Plan (2002)

The recommended disposition is consistent with the following General Plan goals and objectives:

#### ***Land and Resource Management***

##### Goals:

- Be responsible, long-term stewards of the Trust's lands and the natural, historic and community resources located on these lands.

##### Objectives:

- Manage interim land dispositions in a manner that is environmentally sound and does not jeopardize their future uses.

### RECOMMENDATION:

Land Management Division respectfully requests approval of the motion as stated.

**Exhibit "A"**  
**Item No. F-1**

STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

RIGHT-OF-ENTRY PERMIT NO. 685

This Right of Entry Permit is dated this 31<sup>st</sup> day of May, 2019, by and between the State of Hawaii, DEPARTMENT OF HAWAIIAN HOME LANDS (DHHL), whose place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, and whose mailing address is P. O. Box 1879, Honolulu, Hawaii, 96805, hereinafter referred to as "PERMITTOR"; and the U.S. DEPARTMENT OF THE INTERIOR, BUREAU OF LAND MANAGEMENT CADASTRAL SURVEY (US DOI), whose place of business and mailing address is 1201 Bird Center, Palm Springs, California 92262 and CONTROLPOINT SURVEYING, INC. whose place of business and mailing address is 615 Piikoi Street #700, Honolulu, Hawaii 96814, who together are hereinafter referred to as "PERMITTEES."

PERMITTOR hereby grants to PERMITTEES a Right-of-Entry (ROE) upon portions of certain parcels of Hawaiian home lands where the boundaries identified on the attached location maps are described as follows:

- Nanakuli, island of Oahu, as identified and delineated by the bold white outline as shown in the Nanakuli DHHL Map (Exhibit "A-1") covering approximately 5.42 linear miles;
- Lualualei, island of Oahu, as identified and delineated by the red outline as shown in the Lualualei DHHL Map (Exhibit "A-2") covering approximately 6.58 linear miles; and
- Waianae, island of Oahu, as identified and delineated by the red outline in the Waianae DHHL Map (Exhibit "A-3") covering approximately 6.06 linear miles;

for the primary purpose of conducting a series of land surveying field activities that include, but is not limited to, traverse/location surveys, data collection, and boundary survey monumentation, subject to the following general and special conditions:

1. TERM. The term for the ROE shall be for a one (1) year period effectively commencing on the date that this document is fully executed by the parties. This ROE may be cancelled by PERMITTOR upon 30 days advance notice in writing to PERMITTEES at its sole discretion and for any reason whatsoever.

2. Permitted Use. This Right-of-Entry allows the PERMITTEES access to and through those portions of certain parcels of Hawaiian home lands as described above and as specified in the attached location maps in Exhibits "A-1 - A-3," primarily to conduct a series of land surveying field activities that include, but is not limited to, traverse/location surveys, data collection, and boundary survey monumentation ("Project"). No other uses shall be permitted without the express written approval of PERMITTOR. PERMITTEES'S use shall comply with all applicable governmental laws, regulations, rules, and permitting requirements, pertaining to such use.
3. FEE. The fee for the term of this ROE shall be gratis.
4. CONSTRUCTION AND MAINTENANCE. PERMITTEES shall not undertake the construction of any buildings or structures of any kind, other than the purpose for which the ROE is issued as described above, on the above-described premises. During the period of the Right-of-Entry, PERMITTEES shall keep the premises and all improvements thereon in a strictly clean and sanitary and orderly condition, and shall not make, permit nor suffer any waste, strip, spoil, nuisance, nor any unlawful, improper or offensive use of the premises. PERMITTEES shall comply with all rules, regulations, ordinances and/or laws of the State of Hawaii and any other municipal and/or Federal Government authority applicable to the premises and improvements.
5. RIGHT TO ENTER. PERMITTEES shall allow PERMITTOR, State of Hawaii, Department of Hawaiian Home Lands, the agents and representatives thereof, at all reasonable times, free access to the premises for the purpose of examining the same and/or determining whether the covenants herein are being fully observed and performed, or for the performance of any public or official duties. In the exercise of such rights, PERMITTOR and government officials shall not interfere unreasonably with PERMITTEES and PERMITTEES'S use of the Right-of-Entry premises.
6. BREACH. It is expressly agreed that this Right-of-Entry is upon the continuing condition that if PERMITTEES shall, 30 days after demand, fail to observe or substantially perform any of the covenants and the agreement herein contained and on its part to be observed or performed, and such failure of substantial compliance shall continue for 30 days after mailing of notice of such failure by Certified Mail to the



last known address of PERMITTEES, or if PERMITTEES shall file any debt or proceedings, or take or have taken against it for good cause any proceeding of any kind or character whatsoever under any provisions of the Federal Bankruptcy Act seeking any readjustment, arrangement, postponement, composition or reduction of PERMITTOR'S debts, liabilities or obligations, or shall abandon said premises, then and in any such event PERMITTOR may at its option cancel this Right-of-Entry and thereupon take immediate possession of said premises wherefrom without prejudice to any remedy or right of action which PERMITTOR may have.

7. NO TRANSFER, MORTGAGE, AND SUBLEASE. This Right-of-Entry shall be non-transferable, and PERMITTEES may not in any manner transfer to, mortgage, pledge, sublease, sublet, or otherwise hold or agree so to do, for the benefit of any other person or persons or organization of any kind, its interest in this Right-of-Entry, the premises and the improvements now or hereafter erected thereon.
8. EXPIRATION. Upon the completion of the Project, or upon the expiration of the Right-of-Entry, or upon termination of this Right-of-Entry as herein provided, PERMITTEES shall peaceably and quietly leave and surrender and deliver up to PERMITTOR possession of the premises. This includes the clean-up and removal of all property belonging to PERMITTEES.
9. TERMINATION/ABANDONMENT. Upon termination or abandonment of the specified purposes for which this Right-of-Entry is granted, all interests granted by this Right-of-Entry and the improvement constructed by PERMITTEES on the premises shall revert to, and become the property of PERMITTOR. In the event operations cease for reasons beyond PERMITTEES'S control, such as fire or other casualty that renders the facilities unusable, PERMITTEES shall have a reasonable period of time in which to resume operations.
10. PREMISES. The term "premises", when it appears herein, includes and shall be deemed to include the lands described above and all improvements whenever and wherever erected or placed thereon.
11. SPECIAL CONDITIONS.
  - A. PERMITTEES and staff of not more than twelve (12) participants (researcher(s), consultant(s), contractor(s)

included) shall be permitted to go on Hawaiian home lands as identified above;

- B. PERMITTEES shall remove all equipment and litter brought onto the premises in conjunction with the Project within five (5) days from the completion of the Project, or the expiration of this Right-of-Entry, or if PERMITTOR decides to cancel this Right-of-Entry, five (5) days from the cancellation date.
- C. PERMITTOR shall have the right to cancel this Right-of-Entry at its discretion. PERMITTEES shall immediately stop all activities upon receiving written notification from PERMITTOR that PERMITTOR intends to cancel this Right-of-Entry.
- D. PERMITTEES shall not cause or permit the escape, disposal, or release of any hazardous materials. PERMITTEES shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the premises any such materials except to use in the ordinary course of PERMITTEES'S business, and then only after written notice is given to the PERMITTOR of the identity of such materials and upon PERMITTOR'S consent, which consent may be withheld at the PERMITTOR'S sole and absolute discretion. If any lender or government agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by PERMITTEES, then PERMITTEES shall be responsible for the costs thereof. In addition, PERMITTEES shall execute affidavits, representations and the like from time to time at PERMITTOR'S request concerning PERMITTEES'S best knowledge and belief regarding the presence of hazardous materials on the premises placed or released by the PERMITTEES.

PERMITTEES agrees to be responsible for its officers, employees, and agents who bring any hazardous materials onto the Property, and for any claim arising out of or resulting from any use or release of hazardous materials on the premises occurring while PERMITTEES is in possession, or elsewhere if caused by PERMITTEES or persons acting under PERMITTEES. These covenants shall survive the expiration or earlier termination of this Right-of-Entry.





For the purpose of this Right-of-Entry, the term "hazardous material" as used herein shall include any substance, waste or material designated as hazardous or toxic or radioactive or other similar term by any present or future federal, state or local statutes, regulation, or ordinance, such as the Resource Conservation and Recovery Act, as amended, the comprehensive Environmental Response, compensation, and Liability Act, as amended, and the Federal Clean Water Act, as amended from time to time, and also including but not limited to petroleum, petroleum based substances, asbestos, polychlorinated-biphenyls ("PCB"), formaldehyde, and also including any substance designated by federal, state or local regulations, now or in the future, as presenting a risk to human health or the environment.

Prior to termination of the this Right-of-Entry, PERMITTEES may be required to conduct a Level One (1) Hazardous Waste Evaluation and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Hawaii State Department of Health and PERMITTOR.

- E. The Right-of Entry shall be subject to the review and approval of the Department of the Attorney General.
- F. Other terms and conditions deemed prudent by the Chairman of the Hawaiian Homes Commission.
- G. This Right of Entry may be signed in counterparts, each such counterpart being deemed to be an original instrument, and all such counterparts shall together constitute the same original instrument as ROE No. 685.


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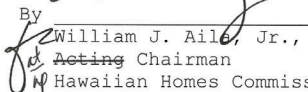
IN WITNESS WHEREOF, PERMITTOR and PERMITTEES have caused this Right-of-Entry permit to be executed by their duly authorized officers/individuals as of the day and year first above written.

APPROVED BY THE HHC  
AT ITS MEETING HELD ON  
December 17-18, 2018

APPROVED AS TO FORM:

  
Deputy Attorney General  
State of Hawaii

State of Hawaii  
DEPARTMENT OF HAWAIIAN HOME LANDS

By   
William J. Aile, Jr.,  
Acting Chairman  
Hawaiian Homes Commission



PERMITTOR

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CADASTRAL SURVEY

By \_\_\_\_\_  
Ralph E. Patton,  
Supervisory Land Surveyor

PERMITEE

CONTROLPOINT SURVEYING, INC.

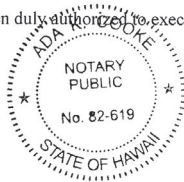
  
By   
Yue-Hong Yeh Hong Yeh,  
President

PERMITEE



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

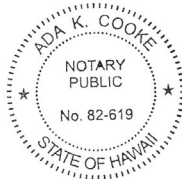
On this 31<sup>st</sup> day of May, 2019, before me personally appeared  
YUE HONG YEN, to me personally known or proved to me on the basis of  
satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the  
foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown,  
having been duly authorized to execute such instrument in such capacity.



Signature: Ada K. Cooke  
Print Name: ADA K. COOKE  
Notary Public, State of Hawaii  
My commission expires: 8-3-22

(Official Stamp or Seal)

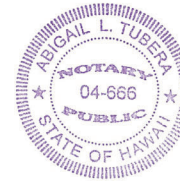
NOTARY CERTIFICATE STATEMENT	
Document Identification or Description: <u>RIGHT OF ENTRY PERMIT NO. 685</u>	
<input type="checkbox"/> Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>28</u>	
Jurisdiction: First Circuit (in which notarial act is performed)	
Signature of Notary <u>Ada K. Cooke</u>	Date of Notarization & Certification Statement <u>5-31-19</u>
Printed Name of Notary <u>ADA K. COOKE</u>	(Official Stamp or Seal)



STATE OF HAWAII )  
 ) ss:  
CITY & COUNTY OF HONOLULU )

On June 4, 2019, in the First Circuit, State of Hawaii, before me appeared STEWART T.  
MATSUNAGA, to me personally known, who, being by me duly sworn or affirmed, did say that  
he is the Acting Chairman to Hawaiian Homes Commission Chairman WILLIAM J. AILA, JR.,  
and who executed the foregoing instrument identified or described as RIGHT-OF-ENTRY  
PERMIT NO. 685, as the free act and deed of such person, and if applicable, in the capacity  
shown, having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is May 31, 2019 and contained twenty-nine (29) pages at the  
time of this acknowledgment/certification.



Signature: Abigail L. Tubera  
Print Name: Abigail L. Tubera  
Notary Public, State of Hawaii  
My commission expires: November 21, 2020

IN WITNESS WHEREOF, PERMITTOR and PERMITTEES have caused this Right-of-Entry permit to be executed by their duly authorized officers/individuals as of the day and year first above written.

APPROVED BY THE HHC  
AT ITS MEETING HELD ON  
December 17-18, 2018

State of Hawaii  
DEPARTMENT OF HAWAIIAN HOME LANDS

APPROVED AS TO FORM:

[Signature]  
Deputy Attorney General  
State of Hawaii

By [Signature]  
William J. Aila, Jr.,  
Acting Chairman  
Hawaiian Homes Commission

PERMITTOR

U.S. DEPARTMENT OF THE INTERIOR  
BUREAU OF LAND MANAGEMENT  
CADASTRAL SURVEY

By [Signature]  
Ralph E. Patton,  
Supervisory Land Surveyor

PERMITEE

CONTROLPOINT SURVEYING, INC.

By [Signature]  
Yeh-Hong Yeh,  
President

PERMITEE

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me personally appeared \_\_\_\_\_, to me personally known or proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_  
Notary Public, State of Hawaii

My commission expires: \_\_\_\_\_

SEE ATTACHED  
CERTIFICATE  
June 10, 2019

(Official Stamp or Seal)

**NOTARY CERTIFICATE STATEMENT**

Document Identification or Description: RIGHT OF ENTRY PERMIT NO. 685

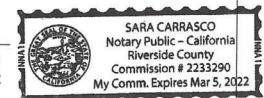
☐ Doc. Date: \_\_\_\_\_ or ☒ Undated at time of notarization.

No. of Pages: 29

Jurisdiction: First Circuit (in which notarial act is performed)

[Signature] June 10, 2019  
Signature of Notary Date of Notarization &  
Certification Statement

Sara Carrasco  
Printed Name of Notary



(Official Stamp or Seal)





## California Jurat Loose Certificate

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Riverside

Subscribed and sworn to (or affirmed) before me on this 10 day of June, 2019 by Ralph E. Patton proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.



(Seal)

Signature

Sara Carrasco  
(Signature of Notary Public)

STATE OF HAWAII )  
 ) ss:  
CITY & COUNTY OF HONOLULU )

On July 1, 2019, in the First Circuit, State of Hawaii, before me appeared WILLIAM J. AILA, JR., to me personally known, who, being by me duly sworn or affirmed, did say that such person is the ACTING CHAIRMAN of the HAWAIIAN HOMES COMMISSION, and the person executed the foregoing instrument identified or described as RIGHT-OF-ENTRY NO. 685, as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is dated May 31, 2019 and contained thirty (30) pages at the time of this acknowledgment/certification.



Abigail L. Tubera  
Print Name: Abigail L. Tubera  
Notary Public, State of Hawaii  
My commission expires: November 21, 2020

Document Title: State of Hawaii Department of Hawaiian Home Lands Right-Of-Entry Permit No. 685

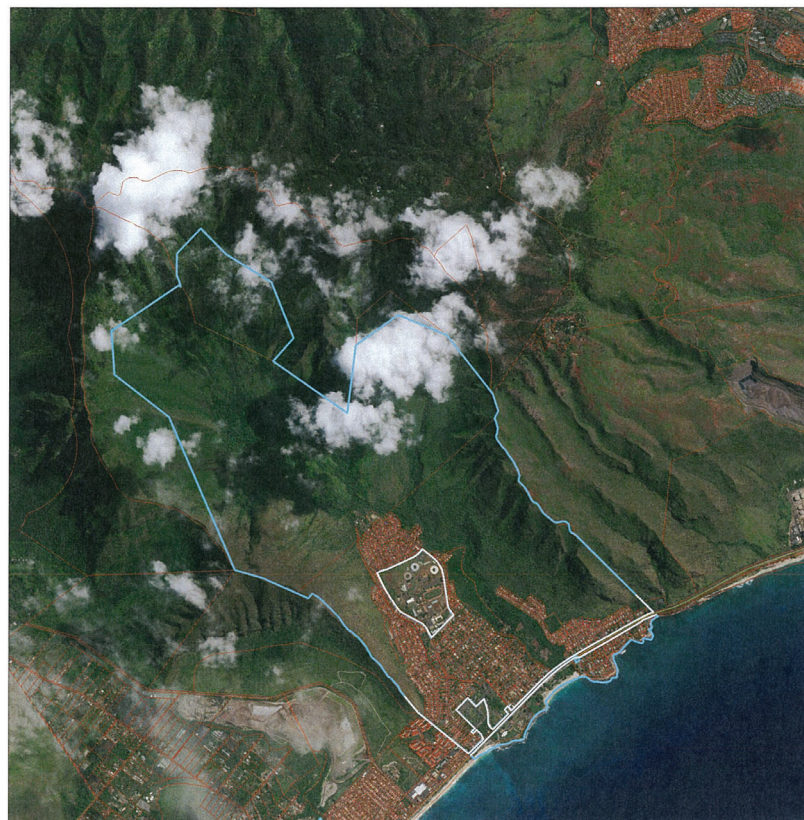


Exhibit "A-1"

Final Determination by the Certified DOI Land Surveyor:

Boundary Survey of the Hawaiian Home Lands, Nanakuli Tract, as recommended in the 1991 BLM Report on the Survey Needs for the Hawaiian Home Lands, and authorized in the Inter-Agency Agreement No. 4500117875, dated February 9, 2018, between the BLM California and Hawaii Branch of Cadastral Survey, and the U.S. Department of the Interior, Office of Native Hawaiian Relations.

A review of the above request has been completed and the following determinations have been made by the DOI Land Surveyor or Certified Federal Surveyor:

(Check one)

	The land surveys are acceptable for the stated purpose, see comments below.
	The [land description / land surveys] has/have potential problems as noted below; however, the risk appears minor and the action within the stated purpose should not be affected.
	The [land description / land surveys] has/have potential problems and should not be used for the stated purpose. The following errors and/or concerns as noted below need to be corrected/addressed before this/these [land description / land surveys] should be used.
X	A boundary survey is required.

Recommendations/Comments/Concerns/Corrections:

## Introduction

This Land Surveyor Report recommends a boundary survey of the Nanakuli Tract, in order to preserve and protect the physical location of the exterior boundary and the boundaries of the inholdings, determine the existence and extent of potential encroachments, and to provide updated measurements, areas, and survey records for future management and protection of the Hawaiian Home Lands.

Significant changes to the lands contained in the Hawaiian Home Lands Trust have occurred since the passage of the Hawaiian Homes Commission Act of 1920, and the 1991 BLM Report on the Survey Needs for the Hawaiian Home Lands. This Land Surveyor Report on the current exterior boundary of the Nanakuli Tract, and the boundaries of the inholdings, is based on information provided by the State of Hawaii, Department of Hawaiian Home Lands, Department of Accounting and General Services (DAGS) Survey Office, Bureau of Conveyances, and the County of Honolulu. A comprehensive study of the changes to the lands contained in the Hawaiian Home Lands Trust that have occurred since the passage of the Hawaiian Homes





Commission Act of 1920, and the 1991 BLM Report, is beyond the scope of this Land Surveyor Report.

#### History of Pertinent Official Surveys

- 1912: Walter E. Wall, Hawaii Territory Surveyor, surveyed the inland area of the Hawaiian Home Lands, Nanakuli Tract, as depicted on Register Map (RM) No. 2535, Hawaii Territory Survey of Nanakuli Government Land, dated February 1912, with additions dated December 1929, containing 1,308 acres. A portion of this boundary is described by metes-and-bounds in document Copy Survey Furnished (CSF) No. 2366, Nanakuli Forest Reserve, per map RM No. 2535, dated August 5, 1912. This boundary is shown on map File with CSF No. 2366/2367, Tracing of Hawaii Territory Survey, Nanakuli Pasture Land and Forest Reserve, per map RM No. 2535, dated July 1912, and revised August 4, 1927, with pasture land containing 2,319 acres, and Forest Reserve land containing 1,010 acres. Map RM No. 2535 also depicts the general location of the U.S. Military Reservation (Camp Andrews), established by Presidential Order No. 2564, dated March 28, 1917, containing 31.36 acres, as an exclusion from the Nanakuli Tract.
- 1928: Charles K. Reeves, Assistant Government Surveyor, surveyed a portion of the seaward boundary of the Hawaiian Home Lands, Nanakuli Tract, as depicted on the map CSF No. 4985, Survey of Addition to Nanakuli Beach Park, Parts A and B, dated February 15, 1928, with metes-and-bounds description in document CSF No. 4985, dated February 20, 1928. Map CSF No. 4985 also depicts the general location of the U.S. Military Reservation of Nanakuli (Camp Andrews).
- 1930: Thomas J. K. Evans, Assistant Government Surveyor, surveyed a portion of the exterior boundary of the Hawaiian Home Lands, Nanakuli Tract, as depicted on map RM No. 2851, Survey of Nanakuli Residence Lots, First Series, dated March-July 1930. Map RM No. 2851 also includes the survey of the boundary of the U.S. Military Reservation (Camp Andrews).
- 1930: That portion of the Hawaiian Home Lands, depicted on map RM No. 2535, was returned to the State of Hawaii, Commissioner of Public Lands, per Resolution No. 12, Hawaiian Homes Commission, dated May 29, 1930, and per Governor's Proclamation No. 1687, dated October 17, 1930, as depicted on map CSF No. 5525, Survey of Addition to Nanakuli Forest Reserve, dated December 13, 1929, with metes-and-bounds description in document CSF No. 5525, dated December 14, 1929, and revised metes-and-bounds description in document CSF No. 9989, dated May 10, 1944.
- 1941: Thomas J. K. Evans, Assistant Government Surveyor, surveyed a portion of the exterior boundary of the Hawaiian Home Lands, Nanakuli Tract, as depicted on map CSF No. 9614, Survey of Portions of Government (Crown) Land of Nanakuli, dated December 17, 1941, revised March 23, 1943, and February 8, 1945, with metes-and-bounds description in document CSF No. 9614, dated December 17, 1941, and revised metes-and-bounds description in document CSF No. 9845, dated March 20, 1943, revised February 8, 1945.



- 1962: The United States of America conveyed the former U.S. Military Reservation of Nanakuli (Camp Andrews) to the State of Hawaii, in Deed dated December 18, 1962, and recorded in Liber 4427, Page 279 (Land Office Deed No. S-19823).
- 1964: The State of Hawaii exchanged the former U.S. Military Reservation (Camp Andrews), described as the former Nanakuli High School Lot, with the Department of Hawaiian Home Lands, as depicted on map CSF No. 14297, dated May 28, 1964, amended November 11, 1971, containing 30.05 acres, with metes-and-bounds description in document CSF No. 14297, dated May 28, 1964.
- 1975: A portion of the lands depicted on map RM No. 2535, was returned to the Hawaiian Home Lands, as depicted on map CSF No. 17486, dated June 17, 1975, with metes-and-bounds description in document CSF No. 17486, dated June 17, 1975.
- 1977: A portion of the Hawaiian Home Lands, Nanakuli Tract, was surveyed for the Nanakuli Multi-School Complex, as depicted on map CSF No. 18184, Survey of Nanakuli Multi-School Complex, dated December 7, 1977, with metes-and-bounds description in document CSF No. 18184, dated December 7, 1977.
- 1986: The Department of Hawaiian Home Lands conveyed the Nanakuli Multi-School Complex to the State of Hawaii in 1986, in Exchange Deed, recorded March 25, 1986, in Book No. 20578, Page 52, (Land Office Deed No. S-27687).
- 1996: The State of Hawaii, Survey Division, surveyed a portion of the former U.S. Military Reservation (Camp Andrews), as depicted on map CSF No. 22527, dated November 1, 1996, containing 13.57 acres, with metes-and-bounds description in document CSF No. 22527, dated November 1, 1996.
- 1997: The State of Hawaii conveyed that portion of the former U.S. Military Reservation (Camp Andrews), as depicted on map CSF No. 22527, to the Department of Hawaiian Home Lands by Quitclaim Deed, recorded July 21, 1997, in Document No. 97-096574.
- 2000: The State of Hawaii, Survey Division, corrected the location of that parcel shown on map CSF No. 22527, as depicted on map CSF No. 23051, dated November 28, 2000, containing 14.98 acres, with metes-and-bounds description in document CSF No. 23051, dated November 28, 2000. The remainder of the former U.S. Military Reservation (Camp Andrews), was depicted on map CSF No. 23049, dated November 28, 2000, with metes-and-bounds description in document CSF No. 23049, dated November 28, 2000.
- 2000: The State of Hawaii corrected the conveyance to the Department of Hawaiian Home Lands, of that parcel described in Quitclaim Deed, recorded July 21, 1997, in Document No. 97-096574, by conveying that parcel depicted on Map CSF No. 23049, in Correction Deed, recorded September 10, 2001, in Document No. 2001-143658 (Land Office Deed No. S-28201).



The boundaries described above are highlighted in yellow on the maps included herein as Attachment No. 1. Copies of the referenced land survey records and land title documents are included herein as Attachment No. 2. In addition to the above boundary surveys, there have been numerous subdivision surveys within the Nanakuli Tract, and the adjoining parcels, which have added many monuments on the exterior boundary of the Nanakuli Tract and the boundaries of the inholdings. Over 90 additional survey records were evaluated during the preparation of this Land Surveyor Report, that provide additional boundary survey data on the exterior boundary of the Nanakuli Tract and the boundaries of the inholdings. A list of all survey records evaluated is included herein as Attachment No. 3. This list is not intended to contain every record associated with the tract; only the most relevant documents are included.

Unless otherwise noted, all land survey records are filed in the State of Hawaii, Department of Accounting and General Services, Land Survey Office, in Honolulu, Hawaii, and available online at <http://ags.hawaii.gov/survey/>, and all land title documents are recorded in the State of Hawaii, Bureau of Conveyances, and available online at <https://boc.ehawaii.gov/>.

#### Conclusions

The boundary surveys described herein contain courses and distances, with monument descriptions at angle points, and are sufficient to locate the exterior boundary of the Nanakuli Tract and the boundaries of the inholdings. However, due to the passage of time since the original surveys, and the number of improvements along portions of the exterior boundary and the boundaries of the inholdings, a significant number of the original monuments are expected to be lost, obliterated, or in poor condition. A new boundary survey is recommended, in order to preserve and protect the physical location of the exterior boundary and the boundaries of the inholdings, determine the existence and extent of potential encroachments, and to provide updated measurements, areas, and survey records for future management and protection of the Hawaiian Home Lands.

#### Recommendations

1. Conduct a boundary survey of the exterior boundary of the Nanakuli Tract, and the boundaries of all inholdings within the tract.
2. Locate & document all encroachments on the exterior boundary of the Nanakuli Tract, and on the boundaries of the inholdings within the tract.

The acreage of the parcel described on the attached documents will be determined during the course of this survey.

This report correctly represents the records and documents evaluated by me or under my direct supervision in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.



Name: DOI Cadastral Land Surveyor <b>R. EDWARD PATON JR.</b>	Office, Title and Contact Information:	Date:
[Signature] <i>R. Edward Paton Jr.</i>	<b>Supervisory Land Surveyor, Hawaiian Islands Field Unit, Oahu, Hawaii</b>	<b>Dec. 18, 2018</b>

This report correctly represents the records and documents evaluated under my direction and control and in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

Name: Certified DOI Land Surveyor	Contact Information:	Date:
[Signature] <i>J. L. Kehlen</i>	916-978-4323	3/13/2019

Authorized Officer:

☐ I concur with the above recommendation(s) and:

☐ Additional funding is not required.

☐ Funding for the recommended action(s) is authorized in the amount of \$ \_\_\_\_\_.  
Cost code: \_\_\_\_\_

☐ Funding for the recommended action(s) will be provided at a later date.

☐ I do not accept the above recommendation(s) for the following reason(s):

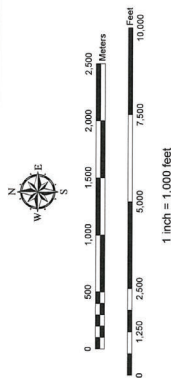
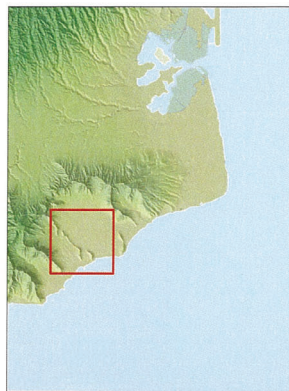
Comment:

Authorized Officer Name:	Office, Title and Contact Information:	Date:
[Signature]		

*This report is to be retained in the official case file.*







Coordinate System: NAD 1983 StatePlane Hawaii 2 FIPS 5003

Projection: Transverse Mercator  
Datum: North American 1983  
Units: Feet  
Scale: 12.5000  
False Easting: 1,000,000  
False Northing: 1,000,000  
Semi-Major Axis: 3,167  
Semi-Minor Axis: 3,167  
Easting at Origin: 1,000,000  
Northing at Origin: 1,000,000

UNITED STATES DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

ALUWALALEI TRACT

REAL ESTATE DRAWING NO.

RE 18-85

SHEET 1 OF 1

Exhibit "A-2"

## Land Surveyor Report Hawaiian Home Lands, Lualualei Tract

Final Determination by the Certified DOI Land Surveyor:

Boundary Survey of the Hawaiian Home Lands, Lualualei Tract, as recommended in the 1991 BLM Report on the Survey Needs for the Hawaiian Home Lands, and authorized in the Inter-Agency Agreement No. 4500117875, dated February 9, 2018, between the BLM California and Hawaii Branch of Cadastral Survey, and the U.S. Department of the Interior, Office of Native Hawaiian Relations.

A review of the above request has been completed and the following determinations have been made by the DOI Land Surveyor or Certified Federal Surveyor:

(Check one)

<input type="checkbox"/>	The land surveys are acceptable for the stated purpose, see comments below.
<input type="checkbox"/>	The [land description / land surveys] has/have potential problems as noted below; however, the risk appears minor and the action within the stated purpose should not be affected.
<input type="checkbox"/>	The [land description / land surveys] has/have potential problems and should not be used for the stated purpose. The following errors and/or concerns as noted below need to be corrected/addressed before this/these [land description / land surveys] should be used.
<input checked="" type="checkbox"/>	A boundary survey is required. (See cost/time estimate below)

Recommendations/Comments/Concerns/Corrections:

### Introduction

This Land Surveyor Report recommends a boundary survey of the Lualualei Tract, in order to preserve and protect the physical location of the exterior boundary, determine the existence and extent of potential encroachments, and to provide updated measurements, areas, and survey records for future management and protection of the Hawaiian Home Lands.

Significant changes to the lands contained in the Hawaiian Home Lands Trust have occurred since the passage of the Hawaiian Homes Commission Act of 1920, and the 1991 BLM Report on the Survey Needs for the Hawaiian Home Lands. This Land Surveyor Report on the current exterior boundary of the Lualualei Tract, and the boundaries of the inholdings, is based on information provided by the State of Hawaii, Department of Hawaiian Home Lands, Department of Accounting and General Services (DAGS) Survey Office, Bureau of Conveyances, and the County of Honolulu. A comprehensive study of the changes to the lands contained in the





Hawaiian Home Lands Trust that have occurred since the passage of the Hawaiian Homes Commission Act of 1920, and the 1991 BLM Report, is beyond the scope of this Land Surveyor Report.

#### History of Pertinent Official Surveys

1901: J.S. Emerson, Hawaii Territory Surveyor, surveyed the Government Reserve Lot, & Public Lands General Lease No. 535, as depicted on Register Map (RM) No. 2040, Hawaii Territory Survey of Portion of Lualualei, dated October 1901, with additions dated June 1907. A portion of this boundary is described by metes-and-bounds in document Copy Survey Furnished (CSF) No. 1079, A Portion of the Government Land of Lualualei, Waianae, Oahu, Proposed to be Leased to the Waianae Plantation, dated October 9, 1901, per map RM No. 2040.

1906: Fred E. Harvey, Assistant Government Surveyor, surveyed the Limestone Lot, Grant 5006 to Willard E. Brown, as depicted on RM No. 2345, Hawaii Territory Survey of Portion of Lualualei, Waianae, Oahu, dated March 1906. A portion of this boundary is described by metes-and-bounds in document CSF No. 1768, Limestone Lot, Lualualei, Waianae, Oahu, Grant 5006 to Willard E. Brown, dated March 21, 1906.

1906: George F. Wright, Assistant Government Surveyor, surveyed the Lualualei Cane Lands, Waianae, Oahu, as depicted on RM No. 2359, dated May 1906.

1911: S.W. Tay, Assistant Government Surveyor, surveyed the Waianae Homesteads, Waianae, Oahu, as depicted on Hawaii Territory Survey (HTS) No. 2030, dated September 1911.

1911: H.H. Allen, Assistant Government Surveyor, surveyed the Lualualei Homesteads, Third Series, Waianae, Oahu, as depicted on Hawaii Territory Survey (HTS) No. 2027, dated November 1911.

1912: The Territory of Hawaii, Survey Department, compiled a map of the Lualualei Reservoir Site, Lualualei, Waianae, Oahu, as depicted on map CSF No. 3302, and described by metes-and-bounds in document CSF No. 3302, Lualualei Reservoir Site, Portion of Government Land, Lualualei, Waianae, Oahu, dated January 17, 1912.

1912: The Territory of Hawaii, Survey Department, compiled a map of the Lualualei Camp Site No. 2, Lualualei, Waianae, Oahu, as depicted on map CSF No. 2385, and described by metes-and-bounds in document CSF No. 2385, Lualualei Camp Site No. 2, Lualualei, Waianae, Oahu, dated January 25, 1912.

1919: George T. Wright, Surveyor, surveyed the Lualualei Reservoir Site, Lualualei, Waianae, Oahu, as depicted on map CSF No. 2386, and described by metes-and-bounds in document CSF No. 2386, Lualualei Reservoir, Lualualei, Waianae, Oahu, dated November 24, 1919.

1921: The Territory of Hawaii, Survey Department, compiled a map of the Government Reserve Lot, Lualualei, Waianae, Oahu, as depicted on map CSF No. 3701, and described by

metes-and-bounds in document CSF No. 3701, Government Reserve Lot, Lualualei, Waianae, Oahu, dated December 13, 1921.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel A, Paheehee Ridge, Waianae, Oahu, as depicted on map CSF No. 4025, and described by metes-and-bounds in document CSF No. 4025, Government Remainder, Parcel A, Paheehee Ridge, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel B, Kuwale Pali, Waianae, Oahu, as depicted on map CSF No. 4026, dated July 17, 1923, and described by metes-and-bounds in document CSF No. 4026, Government Remainder, Parcel B, Kuwale Pali, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel C, Kauaopuu Pali, Waianae, Oahu, as depicted on map CSF No. 4027, dated July 17, 1923, and described by metes-and-bounds in document CSF No. 4027, Government Remainder, Parcel C, Kauaopuu Pali, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel D, Puea, Waianae, Oahu, as depicted on map CSF No. 4028, dated July 16, 1923, and described by metes-and-bounds in document CSF No. 4028, Government Remainder, Parcel D, Puea, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel E, Lots 21 to 25 and 28 to 32 Inclusive, Waianae Homesteads, Waianae, Oahu, as depicted on map CSF No. 4029, dated July 19, 1923, and described by metes-and-bounds in document CSF No. 4029, Government Remainder, Parcel E, Lots 21 to 25 and 28 to 32 Inclusive, Waianae Homesteads, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel F, Lualualei, Waianae, Oahu, as depicted on map CSF No. 4030, dated July 23, 1923, and described by metes-and-bounds in document CSF No. 4030, Government Remainder, Parcel F, Lualualei, Waianae, Oahu, dated September 17, 1923.

1925: The Territory of Hawaii, Survey Department, compiled a map of the Government Remnants adjoining Lualualei Reservoir, Lualualei, Waianae, Oahu, as depicted on map CSF No. 4304, dated May 7, 1925, and described by metes-and-bounds in document CSF No. 4304, Government Remnants, Lualualei, Waianae, Oahu, dated May 8, 1925.

1935: The Territory of Hawaii, Survey Department, compiled a map of Camp Site No. 2, Lualualei Homesteads, Third Series, Lualualei, Waianae, Oahu, as depicted on map CSF No. 7446, and described by metes-and-bounds in document CSF No. 7446, Camp Site No. 2, Lualualei Homesteads, Third Series, Lualualei, Waianae, Oahu, dated December 13, 1921.

1940: The Territory of Hawaii, Survey Department, compiled a map of the Mount Kuwale Quarry Site and Railroad Right-of-Way, Waianae Kai and Lualualei, Waianae, Oahu, as depicted



on map CSF No. 9318-9319, dated August 26, 1940, and described by metes-and-bounds in document CSF No. 9318, Mount Kuwale Quarry Site, Lualualei, Waianae, Oahu, dated September 27, 1940, and described by metes-and-bounds in document CSF No. 9319, Railroad Right-of-Way, Lualualei, Waianae, Oahu, dated September 27, 1940.

1944: The Territory of Hawaii, Survey Department, compiled a map of Government Tracts in Waianae and Lualualei, Waianae, Oahu, as depicted on map CSF No. 10085, dated September 27, 1944, and described by metes-and-bounds in document CSF No. 10085, Government Tracts in Waianae and Lualualei, Waianae, Oahu, dated October 6, 1944.

1951: The Territory of Hawaii, Survey Department, compiled a map of a portion of the Hawaiian Home Land of Lualualei, as depicted on map CSF No. 11185, Portion of the Hawaiian Home Land of Lualualei, on the southeasterly slope of Paheehee Ridge across Paheehee Road from Lots 134 and 148, Lualualei Homesteads, 3rd Series, Lualualei, Waianae, Oahu, dated March 7, 1951, and described by metes-and-bounds in document CSF No. 11185, Portion of the Hawaiian Home Land of Lualualei, on the southeasterly slope of Paheehee Ridge across Paheehee Road from Lots 134 and 148, Lualualei Homesteads, 3rd Series, Lualualei, Waianae, Oahu, dated March 8, 1951.

1962: The State of Hawaii, Survey Division, compiled a map of the Lualualei Reservoir Site, Lualualei, Waianae, Oahu, as depicted on map CSF No. 13879, dated October 24, 1962, and described by metes-and-bounds in document CSF No. 13879, Lualualei Reservoir, Lualualei, Waianae, Oahu, dated October 24, 1962.

1963: The State of Hawaii, Survey Division, compiled a map of the Lualualei Reservoir Site and Adjacent Government Land, Piece 2, Lualualei, Waianae, Oahu, as depicted on map CSF No. 13913, dated January 29, 1963, and described by metes-and-bounds in document CSF No. 13913, Lualualei Reservoir Site and Adjacent Government Land, Piece 2, Lualualei, Waianae, Oahu, dated January 29, 1963.

1968: The State of Hawaii, Survey Division, compiled a map of the Hawaiian Home Lands of Waianae and Lualualei, Parcel 4, Waianae Valley and Lualualei, Waianae, Oahu, as depicted on map CSF No. 15451, dated February 5, 1968, and described by metes-and-bounds in document CSF No. 15451, Hawaiian Home Lands of Waianae and Lualualei, Parcel 4, Waianae Valley and Lualualei, Waianae, Oahu, dated February 5, 1968.

1973: The State of Hawaii, Survey Division, compiled a map of the Hawaiian Home Land of Lualualei, being a portion of the former Lualualei Reservoir Site, Lualualei, Waianae, Oahu, as depicted on map CSF No. 16871, dated May 7, 1973, and described by metes-and-bounds in document CSF No. 16871, Hawaiian Home Land of Lualualei, Lualualei, Waianae, Oahu, dated May 7, 1973.

1975: Jerry S. Nakagawa, Registered Professional Land Surveyor No. 1698, William Hee and Associates, Inc., surveyed the Pokai Bay Estates – Unit II, Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. 1429, filed January 22, 1975.

1975: Jerry S. Nakagawa, Registered Professional Land Surveyor No. 1698, William Hee and Associates, Inc., surveyed the Pokai Bay Estates – Unit II-A, Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. 1471, filed October 20, 1975.

1994: Ronald Casuga, Registered Professional Land Surveyor No. 4332, Community Planning, Inc., surveyed the Village Pokai Bay Subdivision – Phase II, Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. 2113, filed April 8, 1994, and described by metes-and-bounds in Recorded Document No. 1994-061696.

2004: Ryan M. Suzuki, Registered Professional Land Surveyor No. 10059, R.M. Towill Corporation, surveyed the Paheehee Ridge Subdivision, Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. 2365, filed January 12, 2004, and described by metes-and-bounds in Recorded Document No. 2004-006055. Other than as noted, there is no description of monuments either recovered or set during the course of this survey.

2005: Russell Figueiroa, Registered Professional Land Surveyor No. 4729, R.M. Towill Corporation, surveyed the Paheehee Ridge Subdivision (Amended), Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. 2389, filed April 25, 2005, and described by metes-and-bounds in Recorded Document No. 2005-080873. Other than as noted on the map, there is no description of monuments either recovered or set during the course of this survey.

2007: Gary S. Takamoto, Registered Professional Land Surveyor No. 7946, ControlPoint Surveying, Inc., surveyed the Keola O Pokai Bay Subdivision, Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. 2443, filed July 31, 2007, and described by metes-and-bounds in Recorded Document No. 2007-136457. The map includes the note: Property corners not staked on ground. Pipes shown were found and accepted.

2019: Wilfred Y.K. Chin, Registered Professional Land Surveyor No. 3499, ControlPoint Surveying, Inc., surveyed the Lualualei Homestead Subdivision, Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. (not filed as of February 5, 2019). This portion of the exterior boundary of the Lualualei Tract is fully documented and monumented, & needs no additional survey work. The map includes the note: All boundary corners marked with pipes unless otherwise noted.

The boundaries described above are highlighted in yellow on the maps included herein as Attachment No. 1. Copies of the referenced land survey records and land title documents are included herein as Attachment No. 2. A complete list of the survey records evaluated is included herein as Attachment No. 3. This list is not intended to contain every record associated with the tract; only the most relevant documents are included.

Unless otherwise noted, all land survey records are filed in the State of Hawaii, Department of Accounting and General Services, Land Survey Office, in Honolulu, Hawaii, and available online at <http://ags.hawaii.gov/survey/>, and all land title documents are recorded in the State of Hawaii, Bureau of Conveyances, and available online at <https://boc.hawaii.gov/>.





### Conclusions

The boundary surveys described herein are sufficient to locate the exterior boundary of the Lualualei Tract. However, due to the passage of time since the original surveys, and the number of improvements along portions of the exterior boundary, a significant number of the original monuments are expected to be lost, obliterated, or in poor condition. A new boundary survey is recommended, in order to preserve and protect the physical location of the exterior boundary, determine the existence and extent of potential encroachments, and to provide updated measurements, areas, and survey records for future management and protection of the Hawaiian Home Lands.

### Recommendations

I recommend the following:

1. Conduct a boundary survey of the exterior boundary of the Lualualei Tract.
2. Locate & document all encroachments on the exterior boundary of the Lualualei Tract.

The acreage of the parcels described on the attached documents will be determined during the course of this survey.

This report correctly represents the records and documents evaluated by me or under my direct supervision in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

Name: DOI Cadastral Land Surveyor <b>R. EDWARD PATTON JR.</b>	Office, Title and Contact Information:	Date:
[Signature] <b>R. Edward Patton Jr.</b>	Supervisory Land Surveyor, Hawaiian Islands Field Unit, Oahu, Hawaii	Feb. 2, 2019

This report correctly represents the records and documents evaluated under my direction and control and in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

Name: Certified DOI Land Surveyor	Contact Information:	Date:
[Signature] <b>J. L. KUEHLER</b>	916-978-4323	2/13/2019

Authorized Officer:

☐ I concur with the above recommendation(s) and:

☐ Additional funding is not required.

☐ Funding for the recommended action(s) is authorized in the amount of \$\_\_\_\_\_.  
Cost code: \_\_\_\_\_

☐ Funding for the recommended action(s) will be provided at a later date.

☐ I do not accept the above recommendation(s) for the following reason(s):

Comment:

Authorized Officer Name:	Office, Title and Contact Information:	Date:
[Signature]		

This report is to be retained in the official case file.





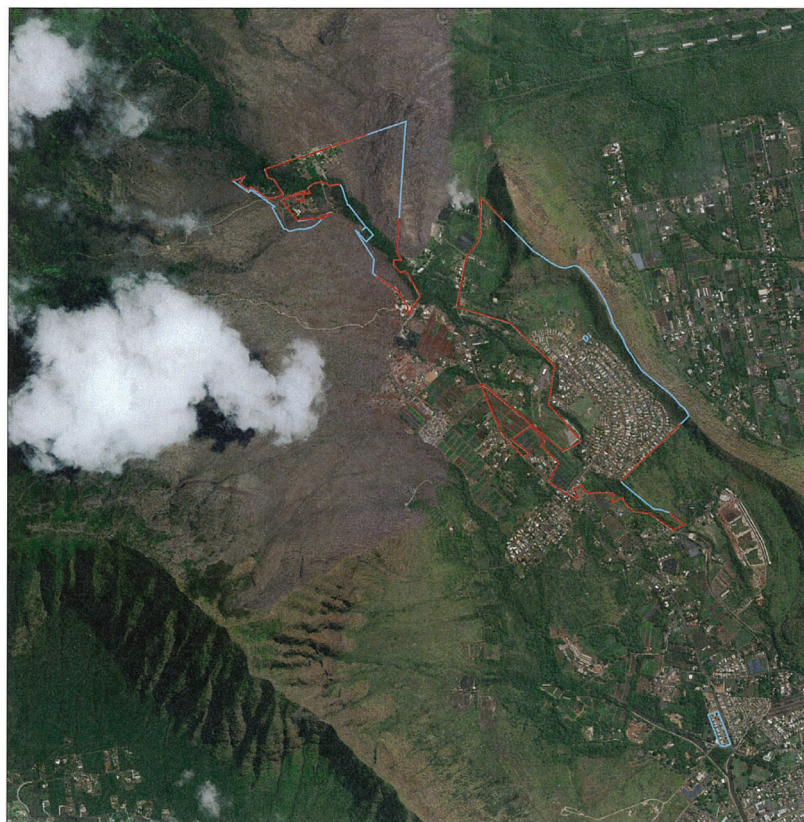


Exhibit "A-3"

Final Determination by the Certified DOI Land Surveyor:

Boundary Survey of the Hawaiian Home Lands, Waianae Tract, as recommended in the 1991 BLM Report on the Survey Needs for the Hawaiian Home Lands, and authorized in the Inter-Agency Agreement No. 4500117875, dated February 9, 2018, between the BLM California and Hawaii Branch of Cadastral Survey, and the U.S. Department of the Interior, Office of Native Hawaiian Relations.

A review of the above request has been completed and the following determinations have been made by the DOI Land Surveyor or Certified Federal Surveyor:

(Check one)

	The land surveys are acceptable for the stated purpose, see comments below.
	The [land description / land surveys] has/have potential problems as noted below; however, the risk appears minor and the action within the stated purpose should not be affected.
	The [land description / land surveys] has/have potential problems and should not be used for the stated purpose. The following errors and/or concerns as noted below need to be corrected/addressed before this/these [land description / land surveys] should be used.
X	A boundary survey is required. (See cost/time estimate below)

Recommendations/Comments/Concerns/Corrections:

## Introduction

This Land Surveyor Report recommends a boundary survey of the Waianae Tract, in order to preserve and protect the physical location of the exterior boundary, determine the existence and extent of potential encroachments, and to provide updated measurements, areas, and survey records for future management and protection of the Hawaiian Home Lands.

Significant changes to the lands contained in the Hawaiian Home Lands Trust have occurred since the passage of the Hawaiian Homes Commission Act of 1920, and the 1991 BLM Report on the Survey Needs for the Hawaiian Home Lands. This Land Surveyor Report on the current exterior boundary of the Waianae Tract is based on information provided by the State of Hawaii, Department of Hawaiian Home Lands, Department of Accounting and General Services (DAGS) Survey Office, Bureau of Conveyances, and the County of Honolulu. A comprehensive study of the changes to the lands contained in the Hawaiian Home Lands Trust that have occurred since





the passage of the Hawaiian Homes Commission Act of 1920, and the 1991 BLM Report, is beyond the scope of this Land Surveyor Report.

#### History of Pertinent Official Surveys

1901: J.S. Emerson, Hawaii Territory Surveyor, surveyed the Government Reserve Lot, & Public Lands General Lease No. 535, as depicted on Register Map (RM) No. 2040, Hawaii Territory Survey of Portion of Lualualei, dated October 1901, with additions dated June 1907. A portion of this boundary is described by metes-and-bounds in document Copy Survey Furnished (CSF) No. 1079, A Portion of the Government Land of Lualualei, Waianae, Oahu, Proposed to be Leased to the Waianae Plantation, dated October 9, 1901, per map RM No. 2040.

1906: George F. Wright, Assistant Government Surveyor, surveyed the Lualualei Cane Lands, Waianae, Oahu, as depicted on RM No. 2359, dated May 1906.

1911: S.W. Tay, Assistant Government Surveyor, surveyed the Waianae Homesteads, Waianae, Oahu, as depicted on Hawaii Territory Survey (HTS) No. 2030, dated September 1911.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel B, Kuwale Pali, Waianae, Oahu, as depicted on map CSF No. 4026, dated July 17, 1923, and described by metes-and-bounds in document CSF No. 4026, Government Remainder, Parcel B, Kuwale Pali, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel D, Puea, Waianae, Oahu, as depicted on map CSF No. 4028, dated July 16, 1923, and described by metes-and-bounds in document CSF No. 4028, Government Remainder, Parcel D, Puea, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel E, Lots 21 to 25 and 28 to 32 Inclusive, Waianae Homesteads, Waianae, Oahu, as depicted on map CSF No. 4029, dated July 19, 1923, and described by metes-and-bounds in document CSF No. 4029, Government Remainder, Parcel E, Lots 21 to 25 and 28 to 32 Inclusive, Waianae Homesteads, Waianae, Oahu, dated September 17, 1923.

1923: The Territory of Hawaii, Survey Department, compiled a map of the Government Remainder, Parcel F, Lualualei, Waianae, Oahu, as depicted on map CSF No. 4030, dated July 23, 1923, and described by metes-and-bounds in document CSF No. 4030, Government Remainder, Parcel F, Lualualei, Waianae, Oahu, dated September 17, 1923.

1928: The Territory of Hawaii, Survey Department, surveyed the Waianae House Lots, Waianae, Oahu, as depicted on map RM No. 2807, dated October 1928.

1936: The Territory of Hawaii, Survey Department, compiled a map of Parcel H, Waianae Government Remainers, Waianae Valley, Waianae, Oahu, as depicted on map CSF No. 4714, dated November 14, 1936, and described by metes-and-bounds in document CSF No. 4714,

Parcel H, Waianae Government Remainder, Waianae Valley, Waianae, Oahu, dated November 17, 1936.

1940: The Territory of Hawaii, Survey Department, compiled a map of the Mount Kuwale Quarry Site and Railroad Right-of-Way, Waianae Kai and Lualualei, Waianae, Oahu, as depicted on map CSF No. 9318-9319, dated August 26, 1940, and described by metes-and-bounds in document CSF No. 9318, Mount Kuwale Quarry Site, Lualualei, Waianae, Oahu, dated September 27, 1940, and described by metes-and-bounds in document CSF No. 9319, Railroad Right-of-Way, Lualualei, Waianae, Oahu, dated September 27, 1940.

1943: The Territory of Hawaii, Survey Department, compiled a map of the Waianae Kai Forest Reserve, Waianae Kai, Oahu, as depicted on map CSF No. 9940, dated November 16, 1943, and described by metes-and-bounds in document CSF No. 9940, Waianae Kai Forest Reserve, Waianae Kai, Oahu, dated November 16, 1943.

1944: The Territory of Hawaii, Survey Department, compiled a map of Government Tracts in Waianae and Lualualei, Waianae, Oahu, as depicted on map CSF No. 10085, dated September 27, 1944, and described by metes-and-bounds in document CSF No. 10085, Government Tracts in Waianae and Lualualei, Waianae, Oahu, dated October 6, 1944.

1951: The Territory of Hawaii, Survey Department, compiled a map of a portion of the Hawaiian Home Land of Lualualei, as depicted on map CSF No. 11185, Portion of the Hawaiian Home Land of Lualualei, on the southeasterly slope of Paheehee Ridge across Paheehee Road from Lots 134 and 148, Lualualei Homesteads, 3rd Series, Lualualei, Waianae, Oahu, dated March 7, 1951, and described by metes-and-bounds in document CSF No. 11185, Portion of the Hawaiian Home Land of Lualualei, on the southeasterly slope of Paheehee Ridge across Paheehee Road from Lots 134 and 148, Lualualei Homesteads, 3rd Series, Lualualei, Waianae, Oahu, dated March 8, 1951.

1953: The Territory of Hawaii, Survey Department, compiled a map of a Portion of Waianae Kai Forest Reserve, Waianae Kai, Oahu, as depicted on map CSF No. 11655, dated April 10, 1953, and described by metes-and-bounds in document CSF No. 11655, Waianae Kai Forest Reserve, Waianae Kai, Oahu, dated April 15, 1953.

1955: The Territory of Hawaii, Survey Department, compiled a map of a Portion of Waianae Kai Forest Reserve, Waianae Kai, Oahu, as depicted on map RM No. 4113, dated 1955.

1962: The State of Hawaii, Survey Division, compiled a map of Exchange, State of Hawaii to Hawaiian Homes Commission, Parcels 1, 2 and 3, Waianae Valley, Waianae, Oahu, as depicted on map CSF No. 13642, dated March 5, 1962, and described by metes-and-bounds in document CSF No. 13642, Exchange, State of Hawaii to Hawaiian Homes Commission, Parcels 1, 2 and 3, Waianae Valley, Waianae, Oahu, dated March 5, 1962. Exchange recorded in Liber 4301, Page 469 (Land Office Deed S-19168), on May 21, 1962.



1966: The State of Hawaii, Survey Division, compiled a map of Hawaiian Home Land of Waianae, Waianae Valley, Waianae, Oahu, as depicted on map RM No. 4143, dated October 1966.

1966: The State of Hawaii, Survey Division, compiled a map of Hawaiian Home Lands of Waianae, Parcels 1-A, 1-B, 2-A, 2-B, 3-A and 3-B, Waianae Valley, Waianae, Oahu, as depicted on map CSF No. 15094-15099, dated November 22, 1966, and described by metes-and-bounds in documents CSF No. 15094, Parcel 1-A, dated November 22, 1966, CSF No. 15095, Parcel 1-B, dated November 22, 1966, CSF No. 15096, Parcel 2-A, dated February 5, 1968, CSF No. 15097, Parcel 2-B, dated November 22, 1966, CSF No. 15098, Parcel 3-A, dated November 22, 1966, and CSF No. 15099, Parcel 3-B, dated November 22, 1966.

1968: The State of Hawaii, Survey Division, compiled a map of the Hawaiian Home Lands of Waianae and Lualualei, Parcel 4, Waianae Valley and Lualualei, Waianae, Oahu, as depicted on map CSF No. 15451, dated February 5, 1968, and described by metes-and-bounds in document CSF No. 15451, Hawaiian Home Lands of Waianae and Lualualei, Parcel 4, Waianae Valley and Lualualei, Waianae, Oahu, dated February 5, 1968.

1977: Walter F. Thompson, Registered Professional Land Surveyor No. 218, surveyed the Waianae Residence Lots, Unit 1, Waianae Valley, Waianae, Oahu, as depicted on map File Plan (FP) No. 1516, filed March 22, 1977, and described by metes-and-bounds in Recorded Document No. Liber 12085, Pages 157-167.

1995: Lester T. Shimabukuro, Registered Professional Land Surveyor No. 2723, Towill, Shigeoka and Associates, Inc., surveyed the Waianae Residence Lots, Unit 2A-2, Waianae Valley, Waianae, Oahu, as depicted on map File Plan (FP) No. 2153, filed September 1, 1995, and described by metes-and-bounds in Recorded Document No. 1995-113476.

2002: Wilfred Y.K. Chin, Registered Professional Land Surveyor No. 3499, ControlPoint Surveying, Inc., surveyed the Freitas Dairy Subdivision, Waianae Valley, Waianae, Oahu, as depicted on map File Plan (FP) No. 2325, filed July 3, 2002, and described by metes-and-bounds in Recorded Document No. 2002-117501.

2003: Wilfred Y.K. Chin, Registered Professional Land Surveyor No. 3499, ControlPoint Surveying, Inc., surveyed the Carlos Dairy Subdivision, Waianae Valley, Waianae, Oahu, as depicted on map File Plan (FP) No. 2362, filed November 25, 2003, and described by metes-and-bounds in Recorded Document No. 2003-258984.

2004: Ryan M. Suzuki, Registered Professional Land Surveyor No. 10059, R.M. Towill Corporation, surveyed the Paheehee Ridge Subdivision, Lualualei, Waianae, Oahu, as depicted on map File Plan (FP) No. 2365, filed January 12, 2004, and described by metes-and-bounds in Recorded Document No. 2004-006055. Other than as noted, there is no description of monuments either recovered or set during the course of this survey.

2005: Russell Figueiroa, Registered Professional Land Surveyor No. 4729, R.M. Towill Corporation, surveyed the Paheehee Ridge Subdivision (Amended), Lualualei, Waianae, Oahu,

as depicted on map File Plan (FP) No. 2389, filed April 25, 2005, and described by metes-and-bounds in Recorded Document No. 2005-080873. Other than as noted, there is no description of monuments either recovered or set during the course of this survey.

The boundaries described above are highlighted in yellow on the maps included herein as Attachment No. 1. Copies of the referenced land survey records and land title documents are included herein as Attachment No. 2. A complete list of the survey records evaluated is included herein as Attachment No. 3. This list is not intended to contain every record associated with the tract; only the most relevant documents are included.

Unless otherwise noted, all land survey records are filed in the State of Hawaii, Department of Accounting and General Services, Land Survey Office, in Honolulu, Hawaii, and available online at <http://ags.hawaii.gov/survey/>, and all land title documents are recorded in the State of Hawaii, Bureau of Conveyances, and available online at <https://boc.hawaii.gov/>.

#### Conclusions

The boundary surveys described herein are sufficient to locate the exterior boundary of the Waianae Tract. However, due to the passage of time since the original surveys, and the number of improvements along portions of the exterior boundary, a significant number of the original monuments are expected to be lost, obliterated, or in poor condition. A new boundary survey is recommended, in order to preserve and protect the physical location of the exterior boundary, determine the existence and extent of potential encroachments, and to provide updated measurements, areas, and survey records for future management and protection of the Hawaiian Home Lands.

#### Recommendations

I recommend the following:

1. Conduct a boundary survey of the exterior boundary of the Waianae Tract.
2. Locate & document all encroachments on the exterior boundary of the Waianae Tract.

The acreage of the parcels described on the attached documents will be determined during the course of this survey.



This report correctly represents the records and documents evaluated by me or under my direct supervision in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

Name: DOI Cadastral Land Surveyor <b>R. EDWARD PATEN JR.</b>	Office, Title and Contact Information:	Date:
[Signature] <i>R. Edward Paten Jr.</i>	Supervisory Land Surveyor, Hawaiian Islands Field Unit, Oahu, Hawaii	Feb. 8, 2019

This report correctly represents the records and documents evaluated under my direction and control and in conformance with the requirements of the Department of the Interior *Standards for Federal Lands Boundary Evidence*, of the parcel(s) of land identified.

Name: Certified DOI Land Surveyor	Contact Information:	Date:
[Signature] <i>J. R. M.</i>	916-978-4323	2/13/2019

Authorized Officer:

☐ I concur with the above recommendation(s) and:

☐ Additional funding is not required.

☐ Funding for the recommended action(s) is authorized in the amount of \$\_\_\_\_\_.  
Cost code: \_\_\_\_\_

☐ Funding for the recommended action(s) will be provided at a later date.

☐ I do not accept the above recommendation(s) for the following reason(s):

Comment:

Authorized Officer Name:	Office, Title and Contact Information:	Date:
[Signature]		

*This report is to be retained in the official case file.*



**Exhibit "B"**  
**Item No. F-1**



## Albinio Jr, Peter K

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**From:** Oshiro Suganuma, Lisa C <Lisa\_Oshiro\_Suganuma@ios.doi.gov>  
**Sent:** Friday, June 05, 2020 12:45 PM  
**To:** Albinio Jr, Peter K  
**Subject:** [EXTERNAL] Renewal of DHHL Right of Entry for Federal Survey of Hawaiian Home Lands

Aloha e Kahana,

We would like to seek a renewal of DHHL Right of Entry Permit No. 685 in order to allow the continuation and completion of the Federal Survey of Hawaiian Home Lands in Nanakuli, Lualualei and Waianae. Field survey work was delayed as the documentary research took longer than anticipated and no field survey work is being conducted currently due to the COVID-19 pandemic and resulting government orders.

Field survey work along the boundaries of homestead lots require limited interaction with homestead lessees and will resume after it is determined that it is safe to do so. Due to the uncertainty regarding when the field survey work may resume and whether safety measures will affect scheduling, we would appreciate a full 12-month renewal.

The signatory for ControlPoint is Mr. Yue-Hong Yeh, President. The points of contact are now George Yoshimura, Project Manager (ext. 114 or 808-753-2414; gyoshimura@cpshawaii.net), and Edgar Pajarillo, Field Project Manager (ext. 139 or 808-368-6846; epajarillo@cpshawaii.net).

The signatory for the Bureau of Land Management will change and I will get you the person's name and title by Monday. The address will be Branch of Cadastral Survey, California and Hawaii Office, Bureau of Land Management, 2800 Cottage Way, Room W-1623, Sacramento, CA 95825.

Please let me know if you need anything further from us. Mahalo.

Aloha,  
Lisa

Lisa C. Oshiro Suganuma  
Policy Analyst  
Office of Native Hawaiian Relations  
U.S. Department of the Interior  
(808) 541-2693, ext. 723  
lisa\_oshiro\_suganuma@ios.doi.gov  
doi.gov/hawaiian

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STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

To: Chairman and Members, Hawaiian Homes Commission

Through: Peter "Kahana" Albinio, Jr., Acting Administrator  
Land Management Division *KA*

Andrew Choy, Acting Program Manager *AC*  
Planning Office

From: Shelly Carreira, Land Agent *SC*  
Land Management Division

Julie-Ann Cachola, Planner *JAC*  
Planning Office

Subject: Approval to Issuance of Right of Entry to Ka Ohana O Kahikinui, Inc., Kahikinui, Maui,  
TMK: (2) 1-9-001:003 (portion)

APPLICANT:

Ka Ohana O Kahikinui, Inc. "PERMITTEE"

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) grant its approval to issue a Right of Entry (ROE) permit to Ka Ohana O Kahikinui, Inc., (KOOK) for approximately 2.0 acres (more or less) of Hawaiian home lands TMK: (2) 1-9-001:003 (portion) for the purpose of conducting due diligence studies related to developing the Punawai Project and Water Infrastructure Improvements, including but not limited to engineering designs of the water system components, an explanation of how lessees would get access to the water, an explanation of how KOOK intends to maintain the system and related Chapter 343, HRS and Chapter 6E, HRS compliance requirements.

1. Authorize the issuance of a Right of Entry permit to PERMITTEE covering the subject area under the terms and conditions cited below, which are by this reference incorporated herein and further subject to the following:
  - A. The standard terms and conditions of the most current right of entry permit form, as may be amended from time to time;
  - B. The term of the Right of Entry shall be month to month for up to thirty-six (36) months, commencing upon execution, with the option for two additional twelve (12) month extensions at the sole discretion of PERMITTOR;
  - C. The fee for the term of this ROE shall be gratis;
  - D. PERMITTEE shall submit a Master Plan. Master plan shall include but not be limited to:



- i. Narrative description that clearly articulates permittee's project goals for the project area and detailed descriptions of each proposed element of the water system.
    - ii. Narratively and through photos, describe characteristics of the project area including topography, portions of the project area susceptible to natural disaster events, location of known sensitive or unique natural and cultural resources, water resources, access points for vehicle and pedestrian ingress and egress, identification of level of infrastructure improvements required and location of improvements;
    - iii. Site plan drawing at scale of the project area depicting conceptual size and location of proposed improvements and programmatic use of the project area.
  - E. PERMITTEE shall identify rough order of magnitude (ROM) costs for all capital improvements proposed by permittee to the premises. The permittee shall include ROM cost for operation and maintenance of the proposed system, including but not limited to staff salary and compensation, if any. The permittee shall identify potential revenue sources and revenue projections in order to develop and maintain the water system. The permittee should identify the leased lots or geographic area that would be serviced by the project and the requirements and process that lessees, who reside within the service area, would use to connect to the system.
  - F. PERMITTEE shall consult with and work closely with PERMITTOR on completing HRS Chapter 343 and HRS Chapter 6E compliance requirements. If HRS Chapter 343 Environmental Assessment study or Environmental Impact Study is required, approval of these studies is subject to the approval of the Hawaiian Homes Commission. Chapter 6E compliance is subject to the approval/concurrence of the Department of Land Natural Resources State Historic Preservation Division.
  - G. As part of the PERMITTOR's regular review of PERMITTEE activities, and in exchange for gratis base rent, lessee shall submit a progress report to the PERMITTOR every six months starting from the ROE permit commencement date. The bi-annual progress reports shall document the PERMITTEE's activities of the previous period and shall include but not be limited to the following:
    - i. Timeline and schedule to complete due diligence studies as described in Sections D thru G of this agreement. Timeline and schedule should identify major milestones in the completion of due diligence studies.
    - ii. Description of major activities related to the project timeline and schedule that were conducted and/or completed in the six-month period.
    - iii. Progress report shall also include description of circumstances that may affect the permittee's timeline and schedule for completion of due diligence studies.
    - iv. Progress report shall identify any professional service provider or third-party assisting the permittee in the completion of due diligence studies.
  - H. The documentation and processing fee shall be waived;
  - I. Such other terms and conditions as may be prescribed by the Hawaiian Homes Commission to best serve the interest of the Hawaiian Home Lands Trust;
2. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, HAR this project will probably have minimal or no significant effect on the environment.

### LOCATION:

Portion of Hawaiian home lands situated in Kahikinui, Island of Maui, identified as a portion of TMK: (2) 1-9-001:003 (See Exhibit "A")

### AREA:

Approximately 2.0 acres (more or less)

### BACKGROUND/DISCUSSION

The availability of water has been a major concern for the Kahikinui homestead community. To meet domestic and pastoral demand, homesteaders have installed individual water catchment systems and/or collect water from a designated source and haul the water back to their homestead parcel.

In the late 1990's, the Department of Hawaiian Home Lands (DHHL) commissioned a climatological and water resource study of the upland watershed in Kahikinui (see Exhibit "B") which was completed by Jim Juvik, Ph.D. The results from data collected confirmed the feasibility of installing a fog drip system to capture water for domestic and agricultural in the Kahikinui homestead.

During the regional planning process for the development of the Kahikinui Regional Plan dated July 2011, beneficiaries identified the Punawai Project & Water Infrastructure Improvements as a priority project (see Exhibit "C"). The project involves design, engineering, sourcing materials, employing contractors and recruiting volunteers necessary for developing a fog drip system and water infrastructure improvements in Kahikinui.

Ka Ohana O Kahikinui is working in partnership with the Leeward Haleakala Watershed Restoration Partnership and Jim Juvik, Ph.D., developer of the fog-drip technology. The partnership is committed to developing the system and has submitted the attached project narrative (see Exhibit "D").

Through DHHL's Native Hawaiian Development Program, Hawaiian Home Land Trust Grants were available to beneficiary organizations for Regional Plan Priority Projects. At its meeting of April 16-17, 2018, the Hawaiian Homes Commission approved the award of \$100,000 in grant funding to Ka Ohana O Kahikinui for the Punawai Project & Water Infrastructure Improvements Regional Plan Priority Project (see Exhibit "E"). The funds will be used to contract for project design and oversight, engineering design, construction labor, materials, tools, and supplies.

Issuance of the right of entry will provide the access needed for Ka Ohana O Kahikinui and its partners to conduct the due diligence necessary for developing the fog-drip system and water infrastructure, in order to secure a long-term License.

### CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

The recommended disposition is consistent with the following plans, policies, and programs:

- 1) DHHL General Plan (2002) goals and objectives:

#### ***Land Use Planning***

Goals: Utilize Hawaiian Home Lands for uses most appropriate to meet the needs and desires of the beneficiary population.

Objectives: Provide space for and designate a mixture of appropriate land uses, economic opportunities, and community services in a native Hawaiian friendly environment.

2) Maui Island Plan, September 2004

□ Land Use Designation: Special District, September 2004, Figure M, Kahikinui Land Use Plan

3) Regional Plan: The proposed use of Hawaiian Home Lands is identified in the Kahikinui Regional Plan dated July 2011, Priority Project: Punawai Project & Water Infrastructure Improvement, The proposed project calls for the development of one or more tanks/reservoirs to retain the water collected by a mist capture system e.g. fog screens.

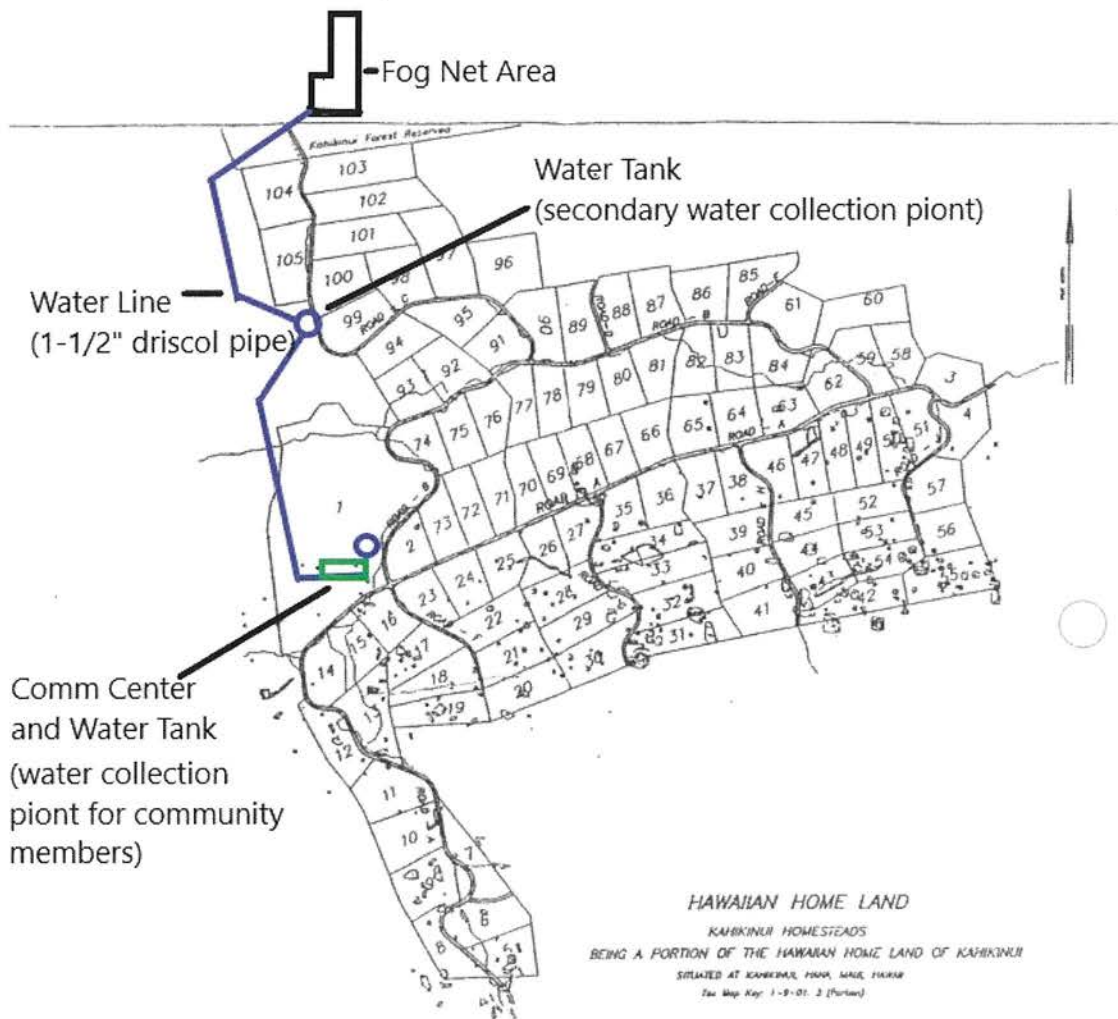
4) Kahikinui Forest Reserve Community Management Conceptual Plan, July 1995, Page 17, Item No. 3, Water Source Identification, Storage and Transmission Projects. "Water source development projects such as rainfall and fog drip catchments demonstrations may be conducted and if effective implemented within the forest reserve."

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with the Department of Hawaiian Home Lands' Comprehensive Exemption List as Reviewed and Concurred Upon by the Environmental Council on June 30, 2015, the Right of Entry permit request is exempt from the preparation of an environmental assessment pursuant to Exemption Class #5, "Basic data collection, research, experimental management, and resource evaluation activities which do not result in serious or major disturbances to an environmental resource."

RECOMMENDATION

Land Management Division and Planning Office recommends approval of the requested motion/action as stated.



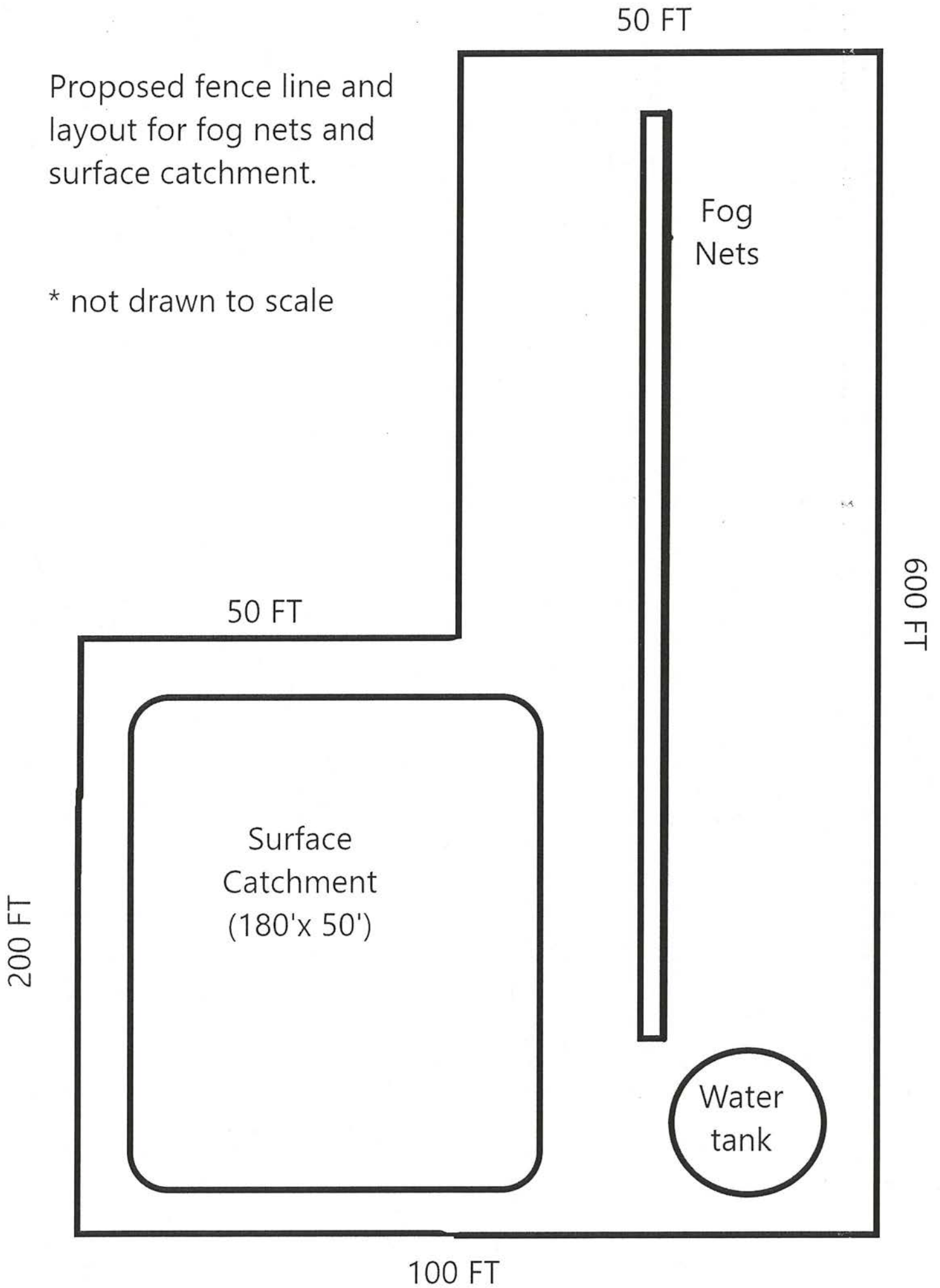
Map showing determined location of fog drip capture system, water lines, and community access tanks.

PORTION OF TMK: (2) 1-9-001:003

ITEM NO. F-2  
EXHIBIT "A"

Proposed fence line and layout for fog nets and surface catchment.

\* not drawn to scale



# **CLIMATOLOGY AND WATER RESOURCES AT KAHIKINUI, MAUI**

**FINAL REPORT: DECEMBER 1997**

Prepared for: U.S. Geological Survey • DHHL  
(USGS Contract #6POH16039)

Prepared by: James O. Juvik, Ph.D  
Kathy Hughes

December 5, 1997

*Pacific Environmental Planning  
223 Makani Circle, Hilo, Hawaii 96720*

**ITEM NO. F-2  
EXHIBIT "B"**



## **SUMMARY**

Comprehensive meteorological data were collected and analyzed for four sites at Kahikinui, Maui over a 15 month period extending from May 1996 through July 1997. Although rainfall over the subject area was substantially above (50%) long term averages, the collection of wind driven cloud/fog water on vertically mounted plastic screens exceeded rainfall in most summer months. These results confirm the feasibility of installing large, vertical fog screen arrays to capture water for domestic and agricultural use by down-slope DHHL homesteaders. Water balance calculations indicate significant water deficits throughout much of the year in areas (below 3,500 ft elev.) slated for homesteading at Kahikinui. Careful coordination of water supply and agricultural development will be required to achieve successful and sustainable use of the area.

**To view the entire report, go to website address:**

**[https://drive.google.com/file/d/1kZW5OnMldQu\\_3LH0\\_Jww8MjMQGNs4P-t/view?usp=sharing](https://drive.google.com/file/d/1kZW5OnMldQu_3LH0_Jww8MjMQGNs4P-t/view?usp=sharing)**

# Priority Project: Pūnāwai Project & Water Infrastructure Improvements

## Description

The availability of water is a constant constraint in Kahikinui. Homesteaders rely on hauling water, almost daily, to store in water catchment systems. Test mist capture structures were developed during the early days of Kahikinui. The system captured water and the technology has been shown to work. One lesson learned was the need to protect the fog screens from feral ungulates. The other is the importance of the designs for collection and retention facilities of the system along with transmission.

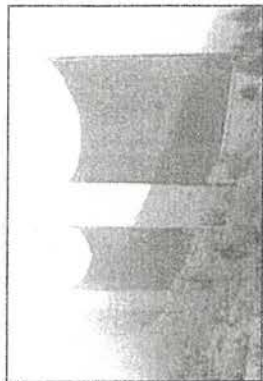
## Community System

The proposed project calls for the development of one or more tanks/reservoirs to retain the water collected by a mist capture system e.g. fog screens. The initial capture area should be a 5-10 acre site fenced for protection from people and animals. Reservoirs should be lined to the top of the bank. Reservoirs also need to be protected from contamination by fencing or other means primarily from feral animals and possible human activity. A house/shed should be built next to the reservoirs to accommodate the presence of a waterman/guard, if needed, to maintain and protect the equipment and the water and to house maintenance equipment for the system. These fog screens and reservoirs should be located above the homestead areas in the Dry Montane Forest zone between 975 to 1,980 meters above sea level. Water tanks should be installed in the lots toward Pu'u Pane. A large reservoir should also be developed below the Comm. Center.

A pipeline system (tentatively estimated at 2 inch diameters) is needed to bring the water from the reservoirs to two 100,000 gallon storage tanks. These tanks should be developed makai of the reservoirs but mauka of most of the homestead lots. From the reservoirs there needs to be a system that follows the main roads down to the lowest users. The lessees will be responsible for bringing the line from the main road to their individual lots and houses.

## Individual Homesteads

DHHL should consider setting up a program to subsidize each homestead lot with a 15,000 gallon tank. This is a relatively small site development cost when compared to normal site development subsidies provided by the Department for a normal housing project. While the original concept for Kahikinui did call for off grid independence and general self sufficiency from DHHL support, Kahikinui remains a pilot in progress and one of the lessons learned is the importance of having a water tank of sufficient size to support domestic use. For the majority of the year, water from roof catchment fills the tank and supplies most of the domestic needs of the homesteading family. It provides a good economically reasonable kick start to the individual lot development process. The cost is estimated to run between \$10,000 and \$20,000 per homestead. Helping the homesteader at this level of subsidy will help put more people on the land more quickly. Appropriate placement of the tank on each lot is important from a water pressure standpoint.



Fog capture system.

This is a partnership program between DHHL and Homestead beneficiaries. It would be a way to accelerate the full build out. It is also a novel concept for a water delivery system and it might be possible to obtain support and/or funding from other potential interested parties such as the County Department of Water Supply, DLNR or the U.S. Department of Agriculture. Other more peripheral but possible interested parties may be organizations like the Nature Conservancy or the Natural Resource Conservation Service.

## Next Steps

### Pūnāwai Project

- The fog capture system should be revisited for efficiency and cost.
- A concept idea should be evaluated from an engineering perspective.
- After cost estimates are developed a grant requested or some other form of funding should be sought to conduct final engineering design, permitting and construction. Because of the novel nature of this project, non-traditional funding sources should be investigated along with conventional sources.
- Bid and select a general contractor for the project.
- The plan should include funding to pay people for time spent guarding the facilities. A system of rotating security responsibility among homesteaders should be considered.
- A maintenance plan should be developed which includes an operational funding plan.

### Water Tank Subsidy

- Draft a proposal requesting the Hawaiian Homes Commission to institute a subsidy to provide a 15,000 gallon tank for each lessee who could use one to kick start his/her settlement activity.
- Submit and lobby for approval

## Timeline

2011	2012	2013
• Year one, finalize plans for system.	• Year two, obtain funding and obtain entitlements.	• Year three, start construction of Phase 1.



## DHHL-Kahikinui Fog Drip Capture Project Summary and Proposed Timeline

Submitted May, 2020

### *Project Narrative*



Hydrology is a natural science dealing with water quality, movement and the distribution of water. Water in the environment begins its journey through the hydrologic cycle as ocean water and land surface waters are evaporated by solar energy. Moisture lifts up into the atmosphere eventually forming fog and clouds. Fog drip is a type of precipitation that forms when fog droplets collect on the leaves in the forest and eventually drip down to the ground. This process is important in leeward ecosystems such as Kahikinui, where rainfall is minimal. In 1997, a study commissioned by DHHL in partnership with USGS and including Dr. Jim Juvik, documented the value of this system to provide sustainable sources of freshwater for this remote community. Dr. Jim Juvik, an essential scientist and developer of this technology, has agreed to work in partnership with Ka 'Ohana O Kahikinui, the Leeward Haleakalā Watershed Restoration Partnership (LHWRP) has graciously agreed to return to Kahikinui and install this project for the community pro bono to complete this long-awaited vision.

This project a collaborative effort to install a fog-drip capture water delivery system to provide a sustainable source of fresh water to the Hawaiian community at Department of Hawaiian Home Lands (DHHL) Kahikinui. The community is dedicated to creating a sustainable, off-grid pastoral community rooted in aloha 'āina, This project builds upon a substantial research effort conducted at Kahikinui in 1996-7 to collect and analyze meteorological data and determine the feasibility of implementing a large-scale fog capture system to provide fresh water for domestic and agricultural use by the Kahikinui homestead community. The study demonstrated that the quantity of freshwater produced by fog drip was up to 3.3 times that available from rainfall alone, and worthy of investment as a resource for the community.

This project seeks to revisit the initial approach, update the materials and methods, and construct a demonstration fog drip capture and storage tank system that will provide up to 20,000 gallons of fresh, potable water to the Kahikinui community. This system will be scalable so that as resources and funding become available, additional systems can be installed to provide clean fresh water to the community as the population grows and projected agricultural, pastoral, and restoration efforts expand. Ideally it would be complemented by fencing around the fog drip system, improved roads to the system and forest so that the community can oversee long-term access for system monitoring and maintenance and the complementary forest restoration efforts that further the availability of freshwater for the community.

In addition, this project can serve as a model for developing low-impact freshwater availability at rainfall-limited areas across Hawai'i, and to create a platform for discussion with the public about the potential for fog drip to provide surface water for communities and native ecosystems through landscape-level forest restoration.

#### ***Project Timeline***

<b>Action</b>	<b>Start Date</b>	<b>Approx. Time to Completion</b>
Engineer consultation – final spec development	June 2020	1 week
Materials order	June 2020	1-3 months for delivery
Site Preparation	July 2020	2-3 months
Project Construction	August 2020	3-4 months
System complete, monitoring & maintenance protocol established	December 2020	1 month
Final report presented to DHHL	January 2021	1 month



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

April 16 - 17, 2018

TO: Chairman and Members, Hawaiian Homes Commission

FROM: M. Kaleo Manuel, Acting Planning Program Manager

SUBJECT: Approval of *Recommendations* for Regional Plan Priority Project and Agricultural Peer-to-Peer Grant Awards, Statewide

RECOMMENDEED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approves a \$484,300 allocation from the Native Hawaiian Rehabilitation Fund (NHRF) to fund the following organizations for regional plan priority project and agriculture peer-to-peer grants:

**Regional Plan Priority Projects**

- \$41,600 to **Community Capacity Projects Hawaii** for the West Kauai Regional Plan Priority Project: *Develop an Agriculture and Water Plan for the Pu'u Opae Home Lands of West Kauai*. Funds to be used to install perimeter fencing, construct a toolshed hale, and hold a Pu'u Opae Land Stewardship and Training Summit.
- \$51,529 to **Kailapa Community Association** for the Kawaihae Regional Plan Priority Project: *Kailapa Resource Center*. Funds to be used for a preservation plan, archeologist monitoring, topographic study, a preliminary engineering study, and design for a bridge over the culvert running through the parcel.
- \$100,000 to **Ka Ohana o Kahikinui** for the Kahikinui Regional Plan Priority Project: *Punawai Project and Water Infrastructure Improvements*. Funds to be used to set up a demonstration fog-drip capture system with water storage tanks and a metering system.
- \$46,871 to **Pa'upena Community Development Inc.** for the Keokea-Waiohuli Regional Plan Priority Project: *Develop Water*

*Source and Related Infrastructure for Agricultural and Residential Lots.* Funds to be used to construct a multi-tank water-catchment system on Keokea and Waiohuli homestead lots.

\$60,000 to **Waiohuli Hawaiian Homesteaders Association, Inc.** for the Keokea-Waiohuli Regional Plan Priority Project: *Identify and Support Development of Community Facilities for Waiohuli and Keokea.* Funds to be used to make improvements to the Waiohuli Community Center, including expanding the terrace space, parking, and native garden, and improvements to the certified kitchen.

#### **Agricultural Peer-to-Peer Projects**

\$84,300 to **Ahupua'a o Molokai** for a multi-pronged training program reaching at least 50 homesteaders. Activities to include helping 15 homesteaders get certifications in farming, food production, food safety, and marketing so that they can mentor other farmers; starting a seed-saving training program to create a seed bank; providing training in raising potted plants; training in subsistence gardening; and advising farmers ready to move from subsistence gardens to production farming.

\$100,000 to **Maku'u Farmers Association** to provide farming skills to 150 homesteaders using a 12-session farming education program conducted at the 5-acre Maku'u Sustainable Garden adjacent to the Maku'u Farmers Market. Lessons, to be taught by Maku'u lessees and other farming experts, will cover the stages of farming from clearing the land, to farm planning, to cultivation.

#### **BACKGROUND**

As part of the Native Hawaiian Development Program Plan (NHDPP), Hawaiian Home Land Trust Grants are made available to beneficiary organizations. Over the years, grants have been offered in several program areas including Project Implementation, Economic Development, Capacity-Building, Regional Plan Priority Projects, and Agricultural Peer-to-Peer as a means of implementing the Community Development component in the NHDPP. Grant offerings change to reflect DHHL priorities and community interests.

The focus for this round of grants is on Regional Plan Priority Projects and Agricultural Peer-to-Peer projects. Regional Plan Priority Project grants are intended to encourage

beneficiaries to take the lead in projects they have identified as priorities through the regional planning process. The Peer-to-Peer grants are intended to increase the number of agriculture lessees farming by providing practical, hands-on-learning taught by peer mentors with farming experience.

The HHC has approved \$500,000 from the Native Hawaiian Rehabilitation Fund (NHRF) for grants this fiscal year. This has been allocated at \$300,000 for Regional Plan Priority Projects and \$200,000 for Agricultural Peer-to-Peer projects.

#### DISCUSSION

Notices for both types of grant were posted on January 4, 2018, with a February 5, 2018 deadline. Notices were posted on the State procurement site, and emailed homestead associations and to beneficiary organizations. Eligibility for these grants was open to beneficiary organizations and other 501(c)3 organizations. Table 1 below shows the timeline and process as published in the grant application packets and posted on the DHHL website. Both types of grants followed the same timeline and process.

Table 1. Deadline, Processing Time, and Project Timeframes

Scheduled Date	Activity
Monday, February 5, 2018 by 4:00 PM HST	DEADLINE for Grant Application Must be received at DHHL Kapolei before or on 02/05/18
February 2018	DHHL review of grant applications
March 2018	DHHL Recommendations submitted to the Hawaiian Homes Commission regularly scheduled meeting
April - June 2018	Notifications to all applicants. Contracting process with awardees. Scope, budget, timeline negotiations/ adjustments, if necessary
September 1, 2018	Estimated Grant start date

Dates subject to change

Six Regional Plan Priority Project proposals were received by the February 5, 2018 deadline. The total amount requested was \$670,830.

Five Agricultural Peer-to-Peer proposal were received by the February 5, 2018 deadline. The total amount requested was \$385,453.

The grant review process involves two steps. The first is a screening for eligibility, completeness, and compliance with the grant application requirements. The second is a review by a grant review committee. The committee reviews the proposed project goals, work plan scope, budget and timeline, and potential benefit to HHCA beneficiaries. The grant application includes a description of the review process, a detailed explanation of all the review factors, and states that "applications with any missing items will be returned without being reviewed." A checklist was provided in the application packet to help applicants organize their proposal. All required forms were also included in the application packet.

For the Regional Plan Priority Projects, the first step of the review process - the screening - found that three proposals were complete, two were missing at least one required document, and one was complete but requested more than \$100,000 (the maximum award) making it non-compliant. The incomplete and non-compliant proposals were returned without being reviewed.

For the Agricultural Peer-to-Peer projects, the screening found all five proposals were missing at least one required document. They were all returned without being reviewed.

After the screening there were only three Regional Plan Priority Project proposals to review.

While the proposals were being screened (mid-February), the Department received several concerns from beneficiaries that the availability of grants had not been sufficiently publicized. In response, on March 2, 2018 a second grant application period was opened with an April 2, 2018 deadline. A concerted effort was made to notify beneficiary groups about the grant opportunity. This included, posting on the State procurement websites, sending emails and making calls directly to beneficiary organizations and homestead representatives informing them of the availability of grants. The letters sent returning the incomplete and non-conforming proposals also informed the applicants of the April 2, 2018 deadline and suggested they submit a revised proposal.

It was also decided to reschedule the review of the three complete proposals received at the February 5, 2018 deadline from March to April to coincide with the review of the proposals received at the April 2, 2018 deadline. The three complete applicants were informed of this by letter.



Table 2 shows the timeline and process that was published in the second announcement.

Table 2. Deadline, Processing Time, and Project Timeframes

Scheduled Date	Activity
Monday, April 2, 2018 by 4:00 PM HST	DEADLINE for Grant Application Must be received at DHHL Kapolei before or on 04/02/18
April 2018	DHHL review of grant applications
April 2018	DHHL Recommendations submitted to the Hawaiian Homes Commission regularly scheduled meeting
April - June 2018	Notifications to all applicants. Contracting process with awardees. Scope, budget, timeline negotiations/ adjustments, if necessary
September 1, 2018	Estimated Grant start date

Dates subject to change

At the April 2, 2018 deadline, five Regional Plan Priority Project proposals were received totaling \$411,529. This consisted of the three returned proposals and two additional proposals. Six Agricultural Peer-to-Peer proposals totaling \$384,303 were received. This included the five returned proposals and one new proposal. All the proposals were complete and compliant.

The Grant Review Committee was composed of two DHHL staff and one outside grant specialist.

The review committee members were:

- Gigi Cairel, DHHL Grants Specialist. Experience with beneficiary organizations, nonprofits and grant programs.
- Bob Freitas, DHHL Planner. Experience with beneficiary organizations and has served as DHHL contract manager for the University of Hawaii College of Tropical Agriculture technical assistance contract.
- Christine Vales, Grants Consultant. Experience with beneficiary organizations, project planning, grant writing, reviewing of grants, and grants management.

The committee independently reviewed and scored the proposals based on the following evaluation criteria. These criteria were stated in the grant application packet. The committee then met and

discussed the proposals to arrive at the recommendation stated in the above recommended motion/action.

#### **Regional Plan Priority Projects Evaluation Criteria**

1. ORGANIZATIONAL CAPACITY: The capacity to carry out the planned activities and responsibly handle grant fund demonstrated by leadership and management abilities; past experience conducting similar projects; relevant skills, training, or qualifications; bookkeeping and recordkeeping systems.
2. PROJECT DESCRIPTION: An understanding and familiarity with the Regional Plan Priority Project they plan to implement demonstrated by a clear description of the project, including a scope of work and specific outcomes. There must be a direct relationship to a Regional Plan.
3. BENEFICIARY INVOLVEMENT AND PARTNERSHIPS: A clear role for beneficiaries in the project, a realistic plan for getting and maintaining beneficiary involvement in a meaningful way, and a strategic use of partnerships (if applicable).
4. SOUNDNESS OF APPROACH: A clear project approach and work plan including details about the proposed activities with clear and realistic outcomes, the qualifications of the people carrying out the work, and a viable timeline.
5. SUSTAINABILITY: A plan for sustaining the project after DHHL funding ends and a contingency plan should the project not receive full funding or be denied funding.
6. MATCHING FUNDS BONUS: Matching funds and in-kind donations were optional; however, additional points were provided for match.

#### **Agricultural Peer-to-Peer Evaluation Criteria**

1. BUILDING CAPACITY: The proposed project increases beneficiary capacity, capability, knowledge and/or skills in commercial and/or subsistence farming.
2. EXPERTISE: The applicant organization has experience in conducting training and technical assistance that achieved measurable results and has experience administering grants.



3. TARGET POPULATION: The applicant organization has experience working effectively with agriculture lessees and other beneficiaries.

4. SOUNDNESS OF APPROACH: A viable work plan, including proposed budget and timeline, that will achieve the expected results and outcomes.

5. SUSTAINABILITY: A plan for continuing the project after DHHL funding?

The proposals were reviewed in groups based on the deadline and type. A summary list of recommendations and details of the reviewed Regional Plan Priority Project grant applications, including applicant name, funds requested, project description, and rationale for funding from the committee is attached as Exhibit A. A similar summary for the Agricultural Peer-to-Peer grant applications is attached as Exhibit B

#### AUTHORIZATION

The Regional Plan Priority Project grant program is one form of assistance to implement the "Community Development" component in the NHDPP. The Agricultural Peer-to-Peer grant program is one form of assistance to implement the "Individual Development Assistance" as described in Section 1.2.2 Agriculture Technical Assistance under the Homesteading Opportunities Assistance Program or "HOAP" in the Native Hawaiian Development Program Plan (NHDPP). The implementation period of the NHDPP was extended through June 30, 2018 by the Hawaiian Homes Commission on June 19-20, 2017 via approval of Item G-2. The NHDPP is authorized under Chapter 6.1 of Title 10 of the Hawaii Administrative Rules (HAR).

In consultation with the State Department of Accounting and General Services, State Procurement Office, DHHL's Grant Program is modeled after the State of Hawaii's procurement process known as Competitive Sealed Proposals or Request for Proposals. The law and rules governing this form of procurement are covered under Hawaii Revised Statutes Section 103D-303 and HAR Chapter 3-122, Subchapter 6.

## Community Capacity Projects Hawaii

Funds Requested	\$41,600
Funds Recommended	\$41,600

### Project Description

Priority Project: The Restoration and Use of Pu'u Opae.

Community Capacity Projects Hawaii (CCPH) is a recently established 501(c)3 organization formed and led by DHHL beneficiaries and Hawaiian community leaders to assist beneficiary communities with their project development and administrative needs. CCPH was asked by the Pu'u Opae Project Management Committee of the Kekaha Hawaiian Homestead Association for help implementing their Pu'u Opae Farm and Irrigation Plan (Farm Plan). This project is essentially a partnership. To ensure clear communication and CCPH accountability, three members of the Pu'u Opae Management Committee have been appointed as board members of CCPH.

The Farm Plan covers 1,440 acres of the approximately 12,500 acres of DHHL land mauka of Kekaha. The Farm Plan includes areas designated for agricultural and pastoral uses, crop processing and community training, reforestation areas, and agricultural housing. The Kekaha Hawaiian Homestead Association (KHHA) has a license to 231 acres of these lands for the development of the first phase of the plan. The grant will be used to (1) repair existing fencing and install an additional 10,500 linear feet of new fencing; (2) construct a platform hale to store tools and conduct training; and (3) conduct a daylong stewardship training and work summit.

Grant funds will be used for travel and honoraria for summit trainers and presenters, fencing and construction materials, equipment, and a project coordinator.

### Rationale for Recommendation

The Pu'u Opae Farm Plan is a direct result of community consultation and has a strong tie-in to the West Kauai Regional Plan and Kauai Island Plan. CCPH and the Pu'u Opae Project Management Committee have a strong relationship and community connection. The project builds on previous work funded by DHHL. There is a very clear project description showing how this project relates to the regional plan priority project. The approach is well thought out with a focus on keeping beneficiaries, especially young lessees, involved in a positive, hopeful way. There is a

detailed, realistic workplan. The budget is clearly explained and reasonable.

The committee recommends full funding.

#### **Ka Ohana o Kahikinui**

Funds Requested	\$100,000
Funds Recommended	\$100,000

#### Project Description

Priority Project: Punawai Project and Water Infrastructure Improvements.

The lack of water has been a major concern for the homesteaders in Kahikinui. This project is a collaborative effort among Ka Ohana o Kahikinui (KOOK), the Leeward Haleakala Watershed Restoration Partnership (LHWRP) and Dr. James Juvik of Pacific Environmental Planning to install a demonstration fog-drip capture system to supply water to the Kahikinui homesteaders. The system will employ five 2,950sf screens connected to water storage tanks to collect an estimated 10-20,000 gallons/month of potable cloud water. The project involves designing, engineering, and sourcing materials for the fog-drip capture and water system infrastructure, employing contractors and volunteers for site prep and construction and implementing and monitoring the fresh water supply system. The system is expected to generate the monthly water needs for approximately 10 families.

Funds will be used to contract for project design and oversight, engineering design, and construction labor; purchasing the fog-capture system; and tools and supplies needed for assembling the system.

#### Rationale for Recommendation

KOOK has secured the expertise of Dr. James Juvik to lead this project. Dr. Juvik has been involved in research on the role of fog in the hydrology of Hawaiian watersheds, and design of fog catchment systems for decades. He conducted a multiyear fog resource monitoring study at Kahikinui for DHHL in 1997. This project builds on that study. His participation will ensure the system will be properly installed and maintained.

The proposal showed beneficiary involvement in identifying the project as a priority. There is a good plan for keeping

beneficiaries informed of the progress of the project. The workplan covers major tasks but lacks specifics that show KOOK has a clear understanding of the installation process and has considered potential problems. For example, there are no details about how the screens will be installed or permitting or environmental regulations that could impact the work schedule. Dr. Juvik will help KOOK develop a monitoring and maintenance protocol, but the plan for management and maintenance is vague. Although, there are some weaknesses in the proposal the review committee believes that this project has great potential, KOOK has brought in strong partners, and it will serve as model for other homestead areas.

The committee recommends full funding.

#### **La'i'Opua 2020**

Funds Requested	\$89,995
Funds Recommended	\$0

#### Project Description

Priority Project: Continued Support of La'i'Opua 2020 Community Sustainable Projects.

This project begins Phase 3 of the La'i'Opua Community Center Master Plan. The project includes three tasks - (1) the installation of the HELCO "owner required" pad mounted equipment (PME) manhole concrete box to house the electrical conduits for future facilities; (2) the engineering design for the connector road to Anekeahokalole Hwy and infrastructure design for utilities; and (3) two beneficiary consultation meetings to update beneficiaries on the status of the Villages of Laiopua Master Association Development Plan. This project will identify the costs for the Mauka-Makai connector road from the existing community facilities to the future kupuna-keiki daycare facility and planned aquatic center. This road is key to soliciting funders and financing for construction of the future facilities.

The funds will primarily be used for contracted services, including construction work, topographic survey, drainage report, sewer and water studies, and construction documents.

**HAWAIIAN HOMES COMMISSION  
JUNE 16, 2020  
TELECONFERENCE  
9:30 A.M.**



**G – ITEMS  
PLANNING OFFICE**



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

To: Chairman and Members, Hawaiian Homes Commission  
Through: Andrew H. Choy, Acting Planning Program Manager   
From: Gigi O. Cairel, Grants Specialist   
Subject: Extend the Implementation Period of the Native Hawaiian Development Program Plan

RECOMMENDED MOTION/ACTION

The Hawaiian Homes Commission (HHC) extends the implementation period of the Native Hawaiian Development Program Plan (NHDPP) for two (2) years through June 30, 2022.

BACKGROUND AND PURPOSE

The 2012 Native Hawaiian Development Program Plan (NHDPP) was approved by the Hawaiian Homes Commission (HHC) for a time extension through Fiscal Year (FY) 2020. (Exhibit A). The Department of Hawaiian Home Lands (DHHL) has been implementing the NHDPP in the areas of individual development (ie, homeownership assistance and agriculture lessee assistance) and community development (ie, community liaison, State Grant-In-Aid administration, and DHHL Trust grants implementation - agriculture peer-to-peer, capacity building, and regional plan priority project grants).

Below is a summary of the implementation status of the NHDPP components during the 2020 Fiscal Year.

NHDPP Component	Implementation Status
Homesteading opportunities assistance	HALE program established in 2014. In FY 2020, 45 individual beneficiaries were provided lease cancellation and foreclosure prevention services.
Homestead agriculture and pastoral assistance	Sponsored 30 beneficiaries to attend the Agriculture Leadership Foundation of Hawaii conference.  Hosted a one-day forum to discuss the DHHL Agriculture program plan.  UH-CTAHR CES agents on Moloka'i and Hawai'i provided technical assistance to ranchers and farmers
Small business development and entrepreneurship training	Not implemented.
Statewide beneficiary leaders budget puwalu	This was planned to be implemented and was cancelled due to restrictions on holding large gatherings. We are looking at alternatives to outreach to beneficiaries to solicit their mana'o.
DHHL Trust Grants <ul style="list-style-type: none"> <li>• Agriculture Peer-to-Peer</li> <li>• Capacity Building</li> <li>• Regional Plan Priority Project</li> </ul> State HRS Chapter 42F Grants-In-Aid administered by DHHL	Administering 38 grants to 24 nonprofit organizations  Providing technical assistance to grantees on board orientation to the grant contract; progress and financial reports; nonprofit compliance; and contract time extensions.
Community Liaison	Continued community liaison work. Planning Office staff are assigned to specific geographic locations to respond to inquiries and requests from homestead associations and beneficiaries in their respective assigned locations. The primary objective for Liaisons is to assist beneficiaries with navigating internal department processes.

In this upcoming fiscal year, DHHL plans to implement the following components in the NHDPP:

- Homesteading Opportunities Assistance Program (HOAP), including homebuyer education, lease cancellation, and foreclosure prevention services.
- Technical assistance for Planned Community Associations on the new Hawaii Administrative Rules.
- Continue to administer and provide technical assistance to the existing 24 grantees.
- Provide \$1,000,000 in new DHHL Trust grants, pending budget approval by the HHC. We plan to offer project implementation grants to assist beneficiaries impacted by the COVID-19 situation.

#### *AUTHORITY*

Pursuant to Chapter 6.1 of Title 10 Hawaii Administrative Rules, DHHL prepares the NHDPP every two years for HHC review and approval. The goal of the NHDPP is to "increase the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities." This is accomplished through the NHDPP by "improve[ing] the general welfare and conditions of social, cultural, and other programs."

#### *FUNDING*

The NHDPP is funded directly by the Native Hawaiian Rehabilitation Fund (NHRF), which was created by the 1978 Constitutional Convention to finance various activities intended to exclusively benefit native Hawaiians. This includes, but is not limited to, educational, economic, political, social, and cultural processes by which the general welfare and conditions of native Hawaiians are improved and perpetuated. The source of revenue for this fund is primarily derived from 30% of state receipts, derived from lands previously cultivated and cultivated as sugarcane lands and from water licenses.

DHHL proposes a budget of \$1,000,000 for the implementation of the NHDPP.

#### *RECOMMENDATION*

Staff recommends approval.



# EXHIBIT A

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 18-19, 2018

To: Chairman and Members, Hawaiian Homes Commission

From: Kaleo Manuel, Acting Planning Program Manager *g*

Subject: Extend the Implementation Period of the Native Hawaiian Development Program Plan

RECOMMENDED MOTION/ACTION

The Hawaiian Homes Commission (HHC) extends the implementation period of the Native Hawaiian Development Program Plan (NHDPP) for two (2) years through June 30, 2020.

DISCUSSION & BACKGROUND

*Purpose*

The Native Hawaiian Development Program Plan (NHDPP) was approved by the HHC in January 2012 for the time period of Fiscal Year (FY) 2012-2014 (Exhibit A). The HHC then approved a 2-year extension for FY 2014 - 2016 (Exhibit B), 1-year extension for FY 2017 (Exhibit C), and another 1-year extension for FY 2018 (Exhibit D). During this time, the Department of Hawaiian Home Lands (DHHL) has been implementing the NHDPP in the areas of individual development (i.e., homeownership assistance and agricultural lessee assistance) and community development (i.e., community liaison, leadership conference, State Grant-In-Aid administration, and agriculture peer-to-peer pilot grant).

Below is a summary of the implementation status of the NHDPP components during the 2018 Fiscal Year:

NHDPP Component	Implementation Status
Training and technical assistance for beneficiary organizations on business development that includes business planning, financial feasibility, project management, operational planning.	Assisted with Business Planning for Moloka'i Homestead Farmers Association's Lanikeha Community Center and Pana'ewa Hawaiian Homestead Association's Project Kamoleao
Homesteading opportunities assistance	HALE program established in 2014. In FY 2018, over 500 individual beneficiaries were provided homebuyer education, lease cancellation, and foreclosure prevention services.  CTAHR CES agents on Molokai and Hawai'i provide Technical Assistance to ranchers and farmers
Small business development and entrepreneurship training.	Not implemented
Agriculture peer-to-peer learning.	Two (2) new agriculture peer to peer grants awarded in FY 2018: Maku'u Farmers' Association and Ahupua'a o Moloka'i
Agriculture co-operative training.	Not implemented
Pastoral task force.	Not implemented but budgeted for FY 2019
Hawaiian Home Lands Trust Regional Plan Priority Project Grants for beneficiary organizations.	Five (5) Regional Plan Priority Project grants awarded in FY 2018: Waiohuli HHA, Paupena CDC, Kailapa CA, Ka 'Ohana o Kahikinui, Community Capacity
Statewide beneficiary leaders' conference and workshop events, including an agriculture leaders' conference.	DHHL partnered with the Agricultural Leadership Foundation of Hawai'i and sponsored over 60 agriculture homestead leaders, lessees, and applicants to attend the AG2017 Conference in Honolulu in August 2017
Community Liaison	Continued community liaison work. Planning Office staff have been assigned to specific geographic locations and respond to inquiries and requests from community associations in their respective assigned location.



In this upcoming Fiscal Year, DHHL plans to implement the following components in the NHDPP:

- Invite over 60 homestead associations and beneficiary organizations to attend the DHHL Puwale 2018 to discuss and plan for the next biennium budget (August 3-5, 2018 - Maui);
- Provide up to \$800,000 in grants to homestead associations and beneficiary organizations community associations for various initiatives including: ag-peer-to-peer, regional plan priority projects, project implementation, and capacity building;
- Contract a service provider to assist DHHL with formally evaluating and updating the Native Hawaiian Development Program Plan

#### *Authority*

Pursuant to Chapter 6.1 of Title 10 Hawaii Administrative Rules, DHHL prepares the NHDPP every two years for HHC review and approval. The goal of the NHDPP is to "increase the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities." This is accomplished through the NHDPP by "improve(ing) the general welfare and conditions of native Hawaiians through educational, economic, political, social, cultural, and other programs."

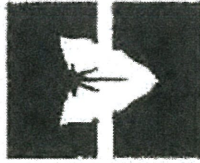
#### *Funding*

The NHDPP is funded directly by the Native Hawaiian Rehabilitation Fund (NHRF) which was created by the 1978 Constitutional Convention to finance various activities intended to exclusively benefit native Hawaiians. This includes, but is not limited to, educational, economic, political, social, and cultural processes by which the general welfare and conditions of native Hawaiians are improved and perpetuated. The source of revenue for this fund is primarily derived from thirty percent of state receipts, derived from lands previously cultivated and cultivated as sugarcane lands and from water licenses.

The HHC at its June 19-20, 2017 meeting approved a budget of \$1,000,000 for the implementation of the NHDPP.

#### RECOMMENDATION

Based on the foregoing, staff recommends that the HHC approve as recommended.



**HAWAIIAN HOME LANDS TRUST**  
DEPARTMENT OF HAWAIIAN HOME LANDS

# **Native Hawaiian Development Program Plan**

**January 1, 2012- June 30, 2014**

July 1, 2014 - June 30, 2016 extension approved by HHC

*Prepared by Planning Office*

**EXHIBIT A**

## **PREFACE**

The **Hawaiian Homes Commission Act (HHCA)** "rehabilitates" native Hawaiian beneficiaries by awarding residential, agricultural or pastoral homestead leases at a rate of \$1.00 per year for 99-years. "Rehabilitating a native Hawaiian family takes more than a land lease.

Section 213 of the HHCA, established the **Native Hawaiian Rehabilitation Fund (NHRF)** to provide a wide range of "rehabilitation" programs that address educational, economic, political, social and cultural opportunities. Development in these areas improves the general welfare and conditions of native Hawaiians. Funded by a 30% share of revenues from sugar leases and water licenses, the NHRF fund provides a pool of financial resources that can be dispersed to programs, projects, and services that are deemed necessary for "rehabilitation".

In addition to NHRF, per **Hawaiian Homes Commission Resolution Number 257** adopted on June 21, 2011, a set aside sum of up to 15% of the annual general lease revenues is to be used for the purpose of supplementing the Native Hawaiian Development Program Plan (NHDPP).

The **Native Hawaiian Development Program Plan (NHDPP)** identifies priority programs and services that should be provided for the next two years. It also determines how the NHRF and 15% set aside will be allocated in the next fiscal biennium to support those priorities. The NHDPP focuses on two (2) areas of development: 1) Individual Development; 2) Community Development.

## **Hawaiian Home Lands Trust**

### **Native Hawaiian Development Program Plan January 1, 2012- June 30, 2014**

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# **NATIVE HAWAIIAN DEVELOPMENT PROGRAM**

## **"Empower"**

To provide individuals and or groups with skills, information, authority and resources in order to carry out their responsibilities.

The purpose of the Native Hawaiian Development Program is to "improve the general welfare and conditions of native Hawaiians through educational, economic, political, social, cultural, and other programs." [Title 10 Administrative Rules, Chapter 6.1]

## **NATIVE HAWAIIAN DEVELOPMENT PROGRAM PLAN**

The Native Hawaiian Development Program Plan (NHDPP) is a two (2) year approach designed to achieve the aforementioned purpose by "increasing the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities". [Title 10] The following are guiding principles that help to define the plan:

- Beneficiaries define their own vision for their community.
- Beneficiary Organizations through its democratically-elected leaders are the primary conduit for the relationship between the department and homestead residents and applicants with regard to community development. Each homestead lessee and applicant is eligible to vote for their leaders.
- The interests of applicants, the future residents of homestead communities, must not be overlooked in community planning.
- The skills and talents of individuals need to be strengthened and nurtured to ensure strong, prepared leadership for the future.
- Each homestead association defines what it wants to be responsible for within the areas of authority the commission is willing or able to delegate.
- Successful participation of beneficiaries in planning for the use and management of homestead lands and assets is tied to being adequately prepared and supported.
- Homestead leaders can best learn governance and management skills through hands-on training that applies to the assets in their own community.
- Each homestead is unique and each homestead association will have its own way of working toward self-sufficiency. Not every homestead association will be interested or ready to take the steps toward self-sufficiency at the same time or in the same way.



- Beneficiary organizations<sup>1</sup> will assume more responsibilities as their capacity increases.
- Beneficiary organizations are under no obligation to participate in this initiative.
- The policies and practices of DHHL must support increased self-governance by homestead associations and beneficiary organizations.

The NHDPP has two (2) primary goals:

1. Individual Development
2. Community Development

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<sup>1</sup> Throughout this document the term "beneficiary organization" refers to organizations that are owned and controlled by homesteaders or DHHL applicants that they represent

# **I. INDIVIDUAL DEVELOPMENT**

## **"Self-sufficiency"**

Provision by one's self  
of all of one's own needs

### **GOAL:**

Provide opportunities for native Hawaiians to obtain the knowledge and skills that will increase their ability to earn a living, become self-sufficient, or secure and make better use of their homestead award.

### **STRATEGY:**

A strong education and the development of job skills are essential for creating self-sufficient, independent individuals. In turn, increasing the knowledge and abilities of individuals strengthens the community as a whole. Providing scholarships makes an education attainable for many more native Hawaiians. By coordinating our scholarship programs with others, we enhance programs that already exist and extend the opportunities for an advanced education to more people.

Economic opportunities and homeownership are also affected by the lack of appropriate skills and experience, making it difficult for lessees with agricultural and pastoral awards to make full use of their homesteads. DHHL staff estimates that only 15% of agricultural awards are in productive farming at this time. Access to the appropriate resources, training and technical assistance are needed to help lessees get started and expand their production.

Education affects homeownership in two major ways – earning power and financial security. Numerous studies document the relationship between educational achievement and income. Higher and more stable incomes allow people to qualify for a mortgage. Similarly, knowledge about handling money wisely (like budgeting, managing debt, and saving) helps people prepare for homeownership and paying a mortgage.

Settlement of native Hawaiians on the land is DHHL's primary mission. With homes costing more than \$500,000 in the private sector, many more native Hawaiians are seeking homestead awards. The large average native Hawaiian family size, combined with lower per capita income, lack of savings, credit or debt problems makes it a challenge to achieve homeownership. The lack of experience in buying real estate means that training and assistance is critical to make native Hawaiian homeownership a reality.

### **IMPLEMENTATION ACTIONS FOR 2012-2014:**

#### **1.1 Education**

**Objective:** Provide educational opportunities through scholarships, internships, and community service opportunities. Evaluation indicators to



measure program outcomes and results will need to be developed for each Implementation Action.

#### **1.1.1 HHC Scholarships**

Maintain and administer two (2) post-high scholarship programs that provide financial assistance to native Hawaiians with demonstrated financial need or academic excellence (Kuhio Scholars) enrolled in post-high school educational institutions. Annually, there are approximately 300-400 applications received and 200 awards granted.

##### ***Eligibility Requirements:***

- Be native Hawaiian (50% or more Hawaiian ancestry) or Homestead Lessee (25% or more Hawaiian ancestry);
- Be enrolled as a full-time classified student in an accredited two-year, four-year or graduate degree program;
- Minimum GPA of 2.0 for undergraduates, 3.0 for graduate students;
- Agree to participate in community service projects;
- Applications due March 1 each year;
- For Kuhio Scholars, minimum GPA of 3.8 for graduate students.

*\*Applications are available at: [www.hawaiicommunityfoundation.org](http://www.hawaiicommunityfoundation.org)*

**Budget:** \$200,000 encumbered for application review, determination of native Hawaiian status, and coordination

#### **1.1.2 HHCS – Vocational Education**

Produce a separate brand for HHCS Vocational Education and develop a distinct website and information and marketing materials. Although the HHCS can cover UH Community College vocational education program costs, there has been minimal use of this program. There is a need to brand the HHCS – Vocational Education program separately from the HHCS – Four Year and Advanced Degree program. Vocational Education programs at the UH community colleges are a tremendous resource for native Hawaiians to enter the trades and other professions.

**Budget:** \$2,500 printing and distribution

#### **1.1.3 Partnerships**

##### **Chaminade University**

Chaminade University of Honolulu offers a four year renewable scholarship valued at \$8,500 to attend Chaminade. Chaminade University is committed to support up to 40 scholarships each year for qualified homestead students. This commitment will be for four years per student as long as they maintain their commitment to education.

##### ***Eligibility Requirements:***

- Be a dependent of a current resident who holds a lease to a Hawaiian homestead property;
- Have a high school GPA of 2.5 or higher;
- Have a SAT of 900 or an ACT of 18; and

- Be a full-time day undergraduate student.

**Budget:** No additional cost to DHHL

#### Other Partnerships

Staff should pursue similar partnerships with other educational institutions (e.g. Hawaii Pacific University and BYU Hawaii) and sources of financial assistance (e.g. Office of Hawaiian Affairs)

### **1.2 Homesteading Opportunities Assistance Program (H.O.A.P.)**

**Objective:** Revive, expand, and rebrand the existing "Homeownership Assistance Program" into the "Homestead Opportunities Assistance Program," to assist all beneficiaries.

Expansion and enhancement of the program may include technical assistance in residential, agricultural, pastoral, and aquaculture homesteading. Evaluation indicators to measure program outcomes and results will need to be developed for each Implementation Action.

**Budget:** \$500,000 annually

#### **1.2.1 Residential Technical Assistance**

Continue to offer current elements of the existing program, designed to provide comprehensive support and resources for homeownership including homebuyer education, financial literacy training, one-on-one credit counseling, and other homeownership tools.

#### **1.2.2 Agricultural Technical Assistance**

Provide educational and technical assistance programs to Hawaiian Home Lands agricultural lessees. The objective of the program is to increase the number of successful homesteaders in agricultural enterprises by increasing their knowledge and training in commercial and subsistence agricultural production, best management practices, marketing, financial and business skills. Current technical assistance includes group training in food productions, disease control, best management practices, business planning, processing, and marketing on Kauai, Molokai, and Hawaii Islands.

Homestead farmers have expressed the need to have more input into the program's direction and scope of work to make effective use of limited resources (technical assistance, land, loans, project support) in accordance with intent (farm plan) and capabilities (experience, financing).

#### **1.2.3 Pastoral Technical Assistance**

Provide educational and technical assistance programs to Hawaiian Home Lands pastoral homestead lessees. The objective of the program is to increase the number of successful homesteaders in pastoral enterprises by increasing their knowledge and training in commercial and subsistence pastoral production, best management practices, marketing, financial and business skills. Current technical assistance includes group training in food



productions, disease control, best management practices, business planning, processing, and marketing on Kauai, Molokai, and Hawaii Islands.

Homestead ranchers have expressed the need to have more input into the program's direction and scope of work to make effective use of limited resources (technical assistance, land, loans, project support) in accordance with intent (ranch plan) and capabilities (experience, financing).

## II. COMMUNITY DEVELOPMENT

### **"Community Development"**

A process involving the conception, planning, and implementation of projects or activities which create improvements in (or reduce the extent of declines in) the living standards of people in a particular community.

#### **GOAL:**

To support homestead associations and beneficiary organizations in developing unified, organized, effective, and sustainable Hawaiian communities.

#### **STRATEGY:**

Beneficiary organizations provide an avenue for homestead applicants and lessees to take part in the planning of new homestead developments, the various uses of homestead land, and the management of homestead assets. These organizations need to have certain skills and resources in order to enable them to participate in these activities.

It is important to build the leadership, organizational, and management capacity within beneficiary groups. Most homestead organizations currently secure resources in order to undertake projects to benefit their communities. The types and sizes of projects are very diverse, ranging from annual community gatherings to moderate-sized recreation, education, cultural, and community center activities.

"Community Development" is consistent with the intent of the Hawaiian Homes Commission Act 201.6 which authorizes the transfer of certain department authority to democratically-elected homestead organizations that demonstrate a capacity to provide these services at a level and quality comparable to services provided by the department.

To assist in Community Development, the DHHL is focusing on the following implementation actions:

1. Hawaiian Home Lands Trust Grants
2. Technical Assistance and Training

#### **IMPLEMENTATION ACTIONS FOR 2012-2014:**

##### **2.1 Hawaiian Home Lands Trust Grants**

**Objective:** Provide beneficiary organizations the opportunity to seek funds through an open and competitive grant application process to support community-driven projects that improve the living standards in homestead communities, including HHC-approved Regional Plan Priority Projects and projects included in the Hawaiian Home Lands Trust Strategic Goals & Objectives 2012-2017. Grants can also be used for the following:

- Nonprofit Board Roles and Responsibilities

- Nonprofit Financial Management
- Strategic Planning
- Proposal and Grant Writing
- Project Action Planning

All grants require a minimum match of 25% of the grant request amount in outside in-kind services and/or funds. Evaluation indicators to measure program outcomes and results will need to be developed.

**Eligibility:** Beneficiary Organizations  
**Deadlines:** April 1 and October 1  
**Application Forms:** To be developed and posted on website  
**Review Process:** Applications are distributed to an Evaluation Committee for review and rating. Project descriptions and funding recommendations are submitted to the Hawaiian Homes Commission for action.  
**Grant Amounts:** Not to exceed \$100,000 per application  
**Budget:** \$500,000 annually

## **2.2 Training and Technical Assistance**

**Objective:** Provide training and technical assistance to beneficiary organizations to assist in developing organizational visions and strategies, in securing resources, in successfully implementing their community projects, and in becoming stable, self-sufficient homestead communities. Evaluation indicators to measure program outcomes and results will need to be developed for each Implementation Action.

### **2.2.1 Homestead Association Assistance**

Planning staff will be assigned to serve as a liaison with homestead associations and beneficiary organizations to provide advice, pull in technical assistance, and serve as a point of contact and referral. As part of this role, staff will be available upon request and as budget permits to attend community and/or board meetings.

**Budget:** Staff time and cost for travel, lodging, coordination and presentation included in other budgets.

### **2.2.2 Leadership Conference**

Convene homestead association and beneficiary organization leaders annually to provide technical assistance and training and also to network and develop partnerships, collaborate on projects, and to share best practices with one another. Topics may include:

- Nonprofit Board Roles and Responsibilities
- Nonprofit Financial Management
- Strategic Planning
- Proposal and Grant Writing
- Project Action Planning

- Learning Circles

Conference may be "piggy backed" on other similar conferences in attempts to partner and share costs.

**Budget:** \$75,000 with matching funds from USDA-RCDI grant and/or other sources



## PROPOSED BUDGET

The table below highlights the annual amount and source of funding for each implementing action in the NHDPP.

Implementation Action	Source of Funding	
	NHRF & Reso. 257	Other
1.1. Education		\$202,500
1.2 Homestead Opportunities Assistance Program	\$500,000	
2.1 Hawaiian Home Lands Trust Grants	\$500,000	
2.2 Training and Technical Assistance		*\$175,000
Total Annual Budget	\$1,000,000	\$377,500

*\*Subject to negotiation with outside funding source*

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

July 21 - 22, 2014

To: Chairman and Members, Hawaiian Homes Commission  
Thru: Kaleo Manuel, Acting Planning Program Manager  
From: Gigi Cairel, Grants Specialist *ACairl* *guyffe*  
Subject: Extend the Implementation Period of the Native Hawaiian  
Development Program Plan

RECOMMENDED MOTION/ACTION

The Hawaiian Homes Commission (HHC) extends the implementation period of the Native Hawaiian Development Program Plan (NHDPP) for two (2) years through June 30, 2016.

DISCUSSION & BACKGROUND

*Purpose*

The Native Hawaiian Development Program Plan (NHDPP) was approved by the HHC in January 2012 for the time period of Fiscal Year (FY) 2012-2014 (Exhibit A). During this time, the Department of Hawaiian Home Lands (DHHL) has been implementing the NHDPP in the areas of individual development (ie, scholarships, homeownership assistance, and agricultural lessee assistance) and community development (ie, community liaison and leadership conference).

Recently, DHHL hired a Grants Specialist which increases the department's capacity to implement other NHDPP components, specifically the following:

- a) Homesteading Opportunities Assistance Program or "HOAP"
  - o Pilot agricultural program for individual peer-to-peer learning
- b) Hawaiian Home Lands Trust Grants for beneficiary organizations
- c) Training and Technical Assistance for beneficiary organizations



It is DHHL's intent to implement the above mentioned tasks in the first year of the implementation period. During the second year, DHHL will assess and evaluate the NHDPP and submit a new NHDPP for FY 2016-2018 as required by rules. The future submittal will feature the entire NHDPP program and request funds, as appropriate, at that time.

The department conducts a full beneficiary consultation process for the NHDPP biennial update. This process includes conducting a total of 8 on-island beneficiary consultations; providing for a 30-day public comment period; compiling and analyzing beneficiary comments and prepare responses; and, finally, preparing final recommendations to HHC and submitting a draft NHDPP with a record of comments received. In addition, the department will assess and evaluate the current NHDPP, which includes both individual development assistance and community development assistance.

Estimated budget: \$30,000

Includes staff time to prepare materials, compile and analyze comments, prepare recommendations and draft the NHDPP; staff travel; printing and postage; and meeting room rental.

#### *Authority*

Pursuant to Chapter 6.1 of Title 10 Hawaii Administrative Rules, DHHL prepares the NHDPP every two years for HHC review and approval. The goal of the NHDPP is to "increase the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities." This is accomplished through the NHDPP by "improve(ing) the general welfare and conditions of native Hawaiians through educational, economic, political, social, cultural, and other programs."

#### *Funding*

The NHDPP is funded directly by the Native Hawaiian Rehabilitation Fund (NHRF) which was created by the 1978 Constitutional Convention to finance various activities intended to exclusively benefit native Hawaiians. This includes, but is not limited to, educational, economic, political, social, and cultural processes by which the general welfare and conditions of native Hawaiians are improved and perpetuated. The source of revenue for this fund is primarily derived from thirty percent of state receipts, derived from lands previously cultivated and cultivated as sugarcane lands and from water licenses.

The HHC at its June 16-17, 2014 meeting approved a budget of \$1,000,000 for the implementation of the NHDPP.

RECOMMENDATION

Based on the foregoing, staff recommends that the HHC approve as recommended.

RECOMMENDATION

That the commission: 1) Approve the Native Hawaiian Development Program Plan for the period from January 1, 2012 to June 30, 2014; 2) Amend the department's Operating Budget for the period from January 1, 2012 to June 30, 2012, noted Planner Kaleo Manuel.

MOTION

Moved by Commissioner I. Aju, seconded by Commissioner L. DaMate.

DISCUSSION

Commissioner I. Aju said the Comments on Training and Technical Assistance seemed to be the most desired and positively commented on by beneficiaries. He would recommend redirecting more funds to this piece because of its value to the beneficiary. The original request came in at \$300,000, and there is matching funds still being sought. Any negotiations would need to be handled with the federal government, added Planning Administrator Darrell Yagodich. The \$1.3 million budget is a realistic budget that fits into the Native Hawaiian Development Program Plan.

According to Deputy M. Ka'uhane, the department will 1) need to run a balanced budget. 2) need to make known how critical the funding is. The amount projected based on the action taken on the 15% is reflected in there. There is approximately \$3.8 million reserved in NHRF funds and \$250,000 is being generated from the 30% monies and \$100,000 on interest on a formula. So, there's approximately \$450,000 coming in annually, claimed D. Yagodich.

Chief of Staff W. Sarsona stated she has no problem adjusting the budget for more technical assistance if the commission feels there is a need. Several contractors are available to the homesteaders. They can apply to the department for the contract to obtain this service. There were several outstanding contracts to deliver these services. It was costly. With this motion, if you receive a grant, you deliver, added Chair Nahale-a. There are some providers where this is their only contract. There needs to be better leveraging and this model doesn't appear to be the right fit.

Planner Kaleo Manuel explained the purpose of the Native Hawaiian Rehabilitation Fund (NHRF) is to provide rehabilitation that address education, economic and political opportunities. Chair added that there needs to be more streamline approach to funding and the administration is attempting to address this.

ACTION

Motion carried unanimously.





State of Hawaii

Department of Hawaiian Home Lands

June 16, 2020

To: Chair and Members, Hawaiian Homes Commission

Through: Andrew H. Choy, Acting Planning Program Manager *AC*  
Peter "Kahana" Albinio, Jr., Acting Administrator,  
Land Management Division *VA*

From: Gigi O. Cairel, Grants Specialist *G. Cairel*

Subject: FOR INFORMATION ONLY - Community Benefits  
Agreements Lessons Learned

RECOMMENDED MOTION / ACTION

None; For Information Only.

BACKGROUND

This submittal focuses on the Department of Hawaiian Home Lands' (DHHL) experience with negotiating "community benefits" as part of DHHL leases for commercial development projects. This submittal was prepared in response to requests from the Hawaiian Homes Commission (HHC) at its regularly scheduled meetings on September 16 - 17, 2019 and May 19, 2020.

Generally, the department's reasons for a community benefits approach are:

- o Helps DHHL fulfill its mandate to serve native Hawaiians and manage the land trust;
- o Can help move beneficiaries toward self-sufficiency and less reliance on DHHL and other government support;
- o Recognizes that people in communities affected by development projects should have a say in the nature of those projects and project benefits and burdens.

Note that these reasons counter the position that all revenue from land leased out by DHHL should remain with DHHL for its use to fund future homestead lot development and to fund DHHL administrative and operating costs that are not covered by general funds from the State Legislature. However, it should be noted that per the *Nelson* case, the State is supposed to provide sufficient funding for future lot development and DHHL administrative and operating costs, in addition to loans and rehabilitation programs and projects.



## *The Community Benefits movement*

Many states, tribes, government agencies and communities across the nation are involved in what's called the "Community Benefits movement". It has its roots in the early 2000's with the efforts of community coalitions to secure living wages, local hiring, green building requirements and other benefits for low-income communities that traditionally have been left out of the development planning process for their own neighborhoods. Negotiating a community benefits agreement or "CBA" in any given project is a choice and is generally pursued by two private parties - a broad community coalition and developer. Every project and every deal has an economic value - land, improvements, community benefits. Before deciding to pursue a CBA, the economic value of "the deal" needs to be considered along with the project itself and its impact on surrounding communities.

There are many examples and lessons learned from CBAs negotiated as part of large-scale development projects throughout the nation. Such lessons learned include the following:

- Strive to include specific, detailed promises with accompanying timelines, monitoring and enforcement provisions.
- Given the scope of financial and practical commitments at issue in CBAs, and the lengthy implementation period, precisely defining rights and responsibilities of all parties is crucial.
- Form a broad coalition of community organizations with diverse perspectives. This will help ensure the CBA will ultimately be representative of a variety of community interests. And, a coalition will have a larger number of community members and supporters to raise awareness about the development and its activities than a single organization.
- Typically, community benefits are negotiated between two private parties - developer and community coalition. It is encouraged that the community benefits are incorporated in a development agreement with a government entity to assist with monitoring and enforcing the CBA.

## *What are "community benefits?"*

Benefits are only *community* benefits if the community has a voice in determining the benefits to be received.

"Community Benefits" refer to a set of outcomes from a development project that address community needs by the

community. Benefits can take many forms, including, but not limited to, the following. (See Exhibit A for more detail.)

- Cash and in-kind services
- Quality jobs/Living wage
- Business opportunities
- Community services
- Pre-development services
- Environment and aesthetics

*What is a "Community Benefit Agreement?"*

A Community Benefit Agreement or "CBA" is a legally enforceable contract containing the specific community benefits for a specific development project on a specific property. A CBA is the result of a negotiation process between the developer and organized representatives of affected communities, in which the developer agrees to shape development in a certain way or to provide specified community benefits. In exchange, the community groups support the proposed project before government bodies that provide the necessary approvals, permits and any subsidies.

#### DISCUSSION

The primary responsibilities of DHHL are to serve its native Hawaiian beneficiaries and to manage over 200,000 acres of trust land throughout the State of Hawaii. DHHL administers homesteading programs for native Hawaiians for residential, agricultural and pastoral uses. A portion of trust lands is leased to public agencies and private parties for a variety of uses such as commercial, industrial, agricultural, community and public services. When leasing to for-profit private parties, DHHL seeks to obtain a commercially reasonable rent. DHHL has increasingly relied on this rental income to fund lot development (purpose 1) and to fund DHHL administrative and operations costs (purpose 4).

Pursuing CBAs is a choice. It has advantages and disadvantages. Advantages are many and include creating opportunity for homestead communities to participate in the development process on projects that have a direct impact on their quality of life. Disadvantages include increasing the development timeline in an already lengthy process and, possibly, a deterrence to potential interested developers. Within DHHL, there is an inherent conflict whereby (1) DHHL has a need for maximum return on available lands to fund lot development and DHHL administrative and operations expenses; and (2) purpose 3, native Hawaiian rehabilitation, where CBAs are a tool for

community development and to mitigate project impacts on homestead communities.

*DHHL's experience with CBAs*

The department's experience with including community benefits in a specific development project has been mixed and limited. Over the past 20 years, only a handful of DHHL leases<sup>1</sup> to developers explicitly contain community benefit provisions. And, such provisions are limited in scope to cash payments and/or jobs-related type benefits, though there is a plethora of community benefits to consider.

In 2015-2016, DHHL engaged the Insight Center for Community Economic Development ("Insight Center") to conduct a review of a sample of seven (7) dispositions executed between 1995 and 2013 and which outlined explicit community benefits provisions. Founded in 1969, the Insight Center is a national research and economic justice nonprofit organization working to ensure that all people become and remain economically secure.

The following is a summary of the seven dispositions. See Exhibit B for more detail on each disposition.

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<sup>1</sup>The term "lease" is used generically and refers, collectively, to all DHHL disposition types - General Lease, License, Right-Of-Entry.



# Sample of DHHL Dispositions and Community Benefits

DHHL Disposition	Community Benefits
General Lease No. 245 Waiakea Center, Inc. Hilo, Hawaii	Annual Cash benefit \$100,000 distributed to seven (7) East Hawaii homestead associations  Directly negotiated between community and lessee
General Lease No. 299 Kauai Island Utility Cooperative	HCDC pre-development costs \$150,000 joint development fee to HCDC (one-time) Quarterly, 1% of the value of the power generated for "Stakeholder Participation Payment" Local jobs and outreach School curriculum development  Directly negotiated between community and lessee
Option to Lease Hawaii DeBartolo LLC Kapolei, Oahu	Annual 4% of the base ground lease rent, set aside for native Hawaiians residing in Kapolei region  \$500,000 one-time payment for Kanehili park. Directly negotiated between community and lessee
Right of Entry permit Boulevard Associates LLC, an affiliate of NextEra Energy Inc. Kahikinui, Maui	Annual \$300,000 Local hiring preferences
General Lease No. 293 Kalaeloa Solar One LLC  Note: this project never materialized and the lessee went bankrupt	1% of net annual profit to fund renewable energy programs benefitting native Hawaiians on Oahu  Lessee to cooperate with DHHL housing program that provides training and job opportunities
Sublet of General Lease No. 293 between Kalaeloa Solar One LLC and Kalaeloa Solar Two LLC	\$424,000 one-time payment, in lieu of the above 1% net annual profit
General Lease No. 294 Kalaeloa Home Lands Solar	1% of gross annual revenues to fund DHHL's future housing program

The following is a discussion of the Insight Center's major findings and suggestions. Refer to Exhibit C for a full listing of all findings.

### *Major Findings*

Overall, the department's experience with community benefits has been mixed.

- DHHL has included community benefits in all types of dispositions - General Leases, Licenses, and month-to-month permits.
- Typically, CBAs are negotiated between two private parties - the developer and the community. DHHL is in a unique situation.
  - The community benefits package is an indivisible and inseparable portion of the overall economic terms to be negotiated by DHHL which has the legal obligation for the proper disposition of the land held in trust. Given this, it appears incorporating community benefits provisions in DHHL dispositions may be in the best interest for all beneficiaries - present and future.
- There is no clear process for community outreach and participation in the initial CBA negotiating process nor as adjustments are made to an existing CBA.
- There is no consistent or standard reporting or monitoring of community benefit provisions in DHHL leases.
- DHHL leases have no sanctions for lessee violation of the community benefit provisions, other than lease termination. This may be too severe if the lessee is otherwise meeting the terms of the lease.

These practices have led to inconsistent results for the affected communities and have created confusion among beneficiaries and homestead communities as to their role and responsibility when development projects are proposed in their community.

### *Moving Forward*

The following are Insight Center's major suggestions for steps that DHHL may consider to take. This will help lead to greater consistency and clarity in negotiating community benefits and a substantial increase in community benefits received, while at the same time involving the community in a meaningful manner

throughout the negotiation process and CBA implementation. Refer to Exhibit D for full listing of suggestions.

#### Adopt a policy on an approach to community benefits

- Clarify and confirm HHC goals and reasons for using a community benefits approach.
- Clarify how to balance DHHL's need for income with competing beneficiary desires for community benefits arising from a given project.

#### Establish procedures

- Specify criteria on what projects are covered under this policy and which dispositions.
- Review legal authorities and procurement policies to allow for community benefits.
- Conduct an analysis of the economic value of the deal. DHHL should review the cost of each priority benefit to the developer and draft a community benefits package consistent with community priorities, the economic value of the project and lease, and the community's share of that value.

#### Establish a standard community outreach plan

- The process of involving the community begins well before DHHL enters into lease negotiations. See Exhibit E for details on a suggested outreach plan.
- A key question is, how is "community" defined?
- When there are changes to community benefit provisions, how is the community informed? What is the process to involve community and gather input on these changes?

#### Community direct negotiation with developer and vice versa

- DHHL cannot prevent a community organization from directly contacting developers nor vice versa, developers from negotiating benefits directly with community organizations. However, DHHL can refuse to recognize any agreements reached between community organizations and developers and insist on lease terms that include community benefits that the department would have sought in the absence of any such agreements. The reasons being (1) the organization that negotiated their own agreement may not be representative of the entire community affected by the project; and (2) the organization-negotiated agreements might be on less favorable terms that DHHL could have negotiated.
- At a minimum, DHHL to require the developer to fully disclose all community benefits agreements and to submit reports to DHHL, to homestead associations, and to the general public on progress and results from the CBA. If DHHL is not aware of

other CBAs, DHHL would not be able to assist with enforcing the terms of the CBAs through the DHHL disposition.

CBA Reporting, Monitoring and Enforcement

- DHHL to adopt standard reporting requirements for lessees to report compliance with the CBA.
- There also should be standard reporting requirements for recipients of the community benefits.

RECOMMENDATION

None. For information only.



## **EXHIBIT A**

### **Community Benefits in General**

The following is a short list of potential community benefits for new development projects. The list is not comprehensive, is not in order of priority because each community will have its own set of priorities, and is not meant to suggest that each project should include all or even most of these benefits. Benefits may be provided directly by the developer/lessee or by others benefitting from the project, such as sublessees and commercial tenants. Also, benefits can be separate from the project, such as contribution to a neighborhood improvement fund, public arts fund, and/or job training fund.

**1. Cash and In-kind services.**

Developer and lessees can pay cash to or for organizations, including but not limited to the homestead associations formed from DHHL's housing projects, to carry out community benefit projects of their choice. As noted above, developers and lessees can contribute cash to one or more funds established to meet community needs, and as noted below, can contribute case for the community's development and operations of community service buildings. Also, developers and lessees can provide training, technical assistance, mentoring, internships, management support, office equipment and supplies, etc. to homestead and other community organizations as general capacity-building support and as specific community economic development project support.

**2. Quality Jobs.**

Developers and lessees, their contractors, and tenants can be required to hire locally and to pay a living wage. They can provide money to community organizations to make job referrals and arrange for appropriate job training.

**3. Business Opportunities.**

Developers and lessees can require their contractors to engage local subcontractors and can choose tenants that are locally owned. The community might be given input into these decisions. Also, developers and lessees can provide business training and technical assistance in support of local business owners or start-up businesses, can make space available to small local businesses at discounted rates, and can design their projects in a manner that enhances opportunities for small businesses such as through offering smaller-size office or commercial spaces.

**4. Community Services.**

Developers and lessees can make contributions to one or more funds for, or build and make available at no or low cost, space for community meetings or for nonprofit service providers such as community centers, youth/teen centers, senior centers, childcare centers, community health clinics, and/or history, arts, or other cultural centers. Developers and lessees can rent to for-profit tenants that meet community needs, such as grocery stores, instead of tenants such as liquor stores that many in the community might consider harmful.

**5. Pre-Development Services.**

Developers can improve land for future native Hawaiian use by providing project planning and design and architectural services, by constructing or paying for on-site infrastructure improvements such as streets, sidewalks, street lighting, water, sewer, and drainage systems, etc.; and by constructing or paying for off-site infrastructure improvements such as water wells and wastewater treatment plants.

**6. Environment and Aesthetics.**

Developers and lessees can pay for the development of neighborhood parks and open space, and can maximize public green space at their development and engage in green building practices. Developers and lessees can be prohibited from renting to tenants that engage in businesses known to pollute the local air or water. Developers can be required to consult with the community on the design and architecture of their development, as well as on traffic management and other efforts to mitigate any harm caused by the development during construction and in operation.

**7. Housing.**

Developers can build affordable housing units (with covenants that define affordability) for the general public, for native Hawaiians, or specific populations such as the elderly, contribute cash to an affordable housing fund, pay relocation benefits to persons displaced by the project; or provide land at no or low cost for a nonprofit housing developer to build affordable units.

**8. Ownership Opportunities.**

Developers and lessees can be required to sell the buildings and other tangible fixed assets on the property at lease termination to a community organization or other local owner, either at a discounted or fair market value rate. Also, leases could include a right of first refusal and/or options for local owners to acquire the lease at lease renewal or when DDHHL is asked to approve a lease assignment. Developers and lessees can provide funds for a low-cost business loan program administered by a local or statewide community loan fund. One or more community organizations can have the right to invest in the project in exchange for an appropriate percentage of the project ownership.



## EXHIBIT B

### Summary of DHHL Land Dispositions

- (1) General Lease No. 245 with Waiakea Center, Inc. for the Waiakea Shopping Center in Hilo, effective April 1995. The community benefit provisions were initially negotiated directly between the lessee and the community, Pana'ewa Hawaiian Home Lands Association.
  - DHHL receives Base Rent annually, plus percentage rent based on the rent collected by the lessee.
  - Lessee "will establish a nonprofit corporation or foundation that lessee . . . will fund with contributions totaling not less than \$100,000 per year. This nonprofit will promote community development, educational and/or cultural programs and projects for the benefit of native Hawaiian residents of Panaewa or elsewhere . . . Lessee will use reasonable efforts . . . to provide job training and employment opportunities to native Hawaiians."
  - This General Lease was amended in 2013 whereby the \$100,000 annual cash benefit is distributed to seven (7) East Hawaii island homestead associations.
  - There is little information on the status of the provision for job training and employment opportunities.
- (2) General Lease No. 299 with Kauai Island Utility Cooperative (KIUC), effective April 2014 and sublease in May 2015 between lessee and KIUC Renewable Solutions One, LLC
  - DHHL receives annual rent from three (3) parcels used for a solar energy project.
  - DHHL receives \$1 million for roads and other infrastructure.
  - A separate Homestead Benefits Agreement (HBA) was entered into between lessee and the Homestead Community Development Corporation (HCDC), a 501(c)(3) nonprofit. The HBA is not part of the DHHL lease. However, lessee is required to provide an annual report to DHHL regarding the amount paid and the activities undertaken by HCDC to benefit the beneficiaries in the area. Lessee's reporting obligation to DHHL is not passed through to its sublessee.
- (3) Homestead Community Benefits Agreement (HCBA) between DHHL and Hawaii DeBartolo, LLC on November 29, 2013. The parties entered into an Option to Lease dated June 17, 2008 and an amendment to and restatement of Option to Lease dated January 12, 2012 for property in Kapolei. The parties are now executing an Amendment to the January 12, 2012 amendment, conditioned upon entering into the HCBA. The HCBA only becomes effective when a lease becomes effective.
  - Under the HCBA, DeBartolo would pay to DHHL an amount equal to 4% of the base ground lease rent, which DHHL committed to set aside for the benefit of native Hawaiians residing in the Kapolei region.

- DeBartolo was to complete the Kanehili homestead community park within 24 months. Instead, by letter dated August 15, 2015 to Kanehili Community Association, DeBartolo offered to pay \$500,000 to DHHL towards the development of the park. The Kanehili Community Association agreed to this amendment to the HCBA.
- (4) Right-of-Entry (ROE) permit to Boulevard Associates, LLC, an affiliate of NextEra Energy, Inc. for the due diligence activities for the purpose of developing a wind generation project at Kahikinui, Maui, and General Lease for development, construction, operation, and maintenance of the wind project, both authorized at the November 2015 Hawaiian Homes Commission meeting.
- Under the ROE permit, DHHL receives \$175,000 per year for three (3) years, with two yearly extensions at \$200,000 per year.
  - The terms of the permit and lease include an annual \$300,000 community benefits fee plus additional community benefits in an undisclosed amount (pending finalization of the purchase power agreement) beginning after the commercial operations date, potentially several years in the future.
  - This \$300,000 fee was negotiated by DHHL with the assistance of a renewable energy consultant.
  - Additional community benefits include local hiring preferences in the development, construction, operation and maintenance of the wind project.
- (5) General Lease No. 293 with Kalaeloa Solar One, LLC, effective September 3, 2010 for 34 acres on Oahu for the development, operation, management, and maintenance of a solar power production facility. The lease was then amended to add 48 acres, of which the lessee was to develop 8 acres and sublease the remaining 40.
- This project never materialized and the lessee is bankrupt.
  - One provision of the lease required the lessee to invest 1% of the net annual profit to fund renewable energy programs, such as an educational program at local schools, benefitting native Hawaiians on Oahu.
  - An added provision was for an annual accounting to verify profits and the investment in the renewable energy programs.
  - There was also a requirement that the lessee cooperate with DHHL's housing program that provides training and job opportunities to native Hawaiians.
- (6) Sublet of General Lease No. 293 between Kalaeloa Solar One, LLC as sublessor and Kalaeloa Solar Two, LLC as sublessee, for the remaining 40 acres.
- The sublease agreement permitted the sublessee to make a \$424,000 one-time payment to sublessor in satisfaction of its share of the requirement for the spending of 1% net annual profits on renewable energy programs.
- (7) General Lease No. 294 with Kalaeloa Home Lands Solar for 29.853 acres beginning on April 1, 2013 or start of construction of a solar energy system.

- DHHL is to receive annual rent starting from \$302,760.
- The lessee also agrees to pay 1% of gross annual revenues to fund DHHL's future housing program.



## EXHIBIT C

### List of Findings

Generally, the department's reasons for a community benefits approach are:

- Helps DHHL fulfill its mandate to serve native Hawaiians and manage the land trust;
- Can help move beneficiaries toward self-sufficiency and less reliance on DHHL and other government support;
- Recognizes that people in communities affected by development projects should have a say in the nature of those projects and project benefits and burdens.

Note that these reasons counter the position that all revenue from land leased out by DHHL should remain with DHHL for its use to fund lot development and to fund DHHL administrative and operating costs that are not covered by general funds from the State Legislature. However, it should be noted that per the *Nelson case*, the State is supposed to provide sufficient funding for future lot development and DHHL administrative and operating costs, in addition to loans and rehabilitation programs and projects.

While DHHL's primary obligations are to its beneficiaries, DHHL should also be mindful of the impact of its land dispositions on non-beneficiaries and other community organizations and the need for beneficiary organizations to work with other communities and organizations. It is encouraged that homestead associations and beneficiary organizations work with other community organizations to build social capital and access resources.

Overall, the department's experience with community benefits has been mixed.

- DHHL has included community benefits in all types of dispositions – General Leases, Licenses, and month-to-month permits.
- Typically, CBAs are negotiated between two private parties – the developer and the community. DHHL is in a unique situation.
  - The community benefits package is an indivisible and inseparable portion of the overall economic terms to be negotiated by DHHL which has the legal obligation for the proper disposition of the land held in trust. Given this, it appears incorporating community benefits provisions in DHHL dispositions may be in the best interest for all beneficiaries – present and future.
  - The primary advantages of having DHHL be a third party to the CBA is that the department can assist with enforcing the CBA; is able to acquire the necessary expertise and capacity to properly value the economics of “the deal”; obtain expertise to negotiate the community benefits package; and support homestead community associations which are generally small and volunteer-run nonprofits, vulnerable to high leadership turnover, or are informal, unincorporated groups, making it extremely challenging to form broad coalitions.

- Disadvantages to involving 3 parties in negotiating CBAs are an increase to the already lengthy time to negotiate; and, DHHL and the community may not always be aligned.
- In some agreements, DHHL has played an active, decisive role and in others, DHHL has been a bystander.
- In one instance, a consultant was used to assist with identifying community benefits for a solar energy project.
- In three instances, community organizations negotiated community benefits directly with the developer.
- In more recent years, DHHL sought input from its beneficiaries to help identify community benefits for proposed development projects through its Beneficiary Consultation policy.
- DHHL currently prepares various planning documents – General Plan, Strategic Plan, Island Plans, Regional Plans – which are used as a starting point to glean community interests, issues, concerns, and priority projects. On the latter, those community priority projects may still need planning and construction funds and technical assistance that could come from a community benefits package, for example. This type of information from DHHL Plans can assist communities to identify and prioritize community benefits they wish to seek from a specific development project. And, such plans have already gone through a rigorous beneficiary consultation process.
- For cash payment benefits, the amounts and terms seem arbitrary. For example, in the Waiakea shopping center development in Hilo, the \$100,000 annual cash payment remains constant over time, yet base rent increases over time. Further, the distribution of this benefit is to seven (7) East Hawaii island homestead associations, located within 50 miles of the project – from Hilo to Ka‘u. Whereas in another commercial development project – Ka Makana Ali‘i shopping center – cash benefits (4% of base rent) are distributed to community organizations to benefit native Hawaiians residing in the Kapolei region.
- The current jobs-related community benefits provisions in DHHL agreements are aspirational and difficult to enforce, since they contain no performance standards, goals or targets. Generally, this type of community benefit is often the most difficult to negotiate. And, many communities have been disappointed with the outcome.

Of the seven (7) leases with community benefits provisions described above, the HBA on Kauai, which was directly negotiated between lessee and a single



community organization, has the most detailed jobs-related community benefits provisions.

- Community benefits tied to net profits can result in little or no community benefits. Net profits – as opposed to gross revenues, percentage of the lease rent, or a fixed annual amount – can vary widely from year to year and is subject to lessee decisions, market forces, and other factors that may have little to do with the impact of the development on the community.
- There is no consistent or standard reporting or monitoring of community benefit provisions in DHHL leases.
- DHHL leases have no sanctions for lessee violation of the community benefit provisions, other than lease termination. This may be too severe if the lessee is otherwise meeting the terms of the lease.

These practices have led to inconsistent results for the affected communities and have created confusion among beneficiaries and homestead communities as to their role and responsibility when development projects are proposed in their community.

## EXHIBIT D

### Suggestions: Moving Forward

The following are suggestions for steps that DHHL may take that will lead to greater consistency and clarity in negotiating community benefits and a substantial increase in community benefits received, while at the same time involving the community in a meaningful manner throughout the negotiation process and CBA implementation.

- Having a policy and set procedures on an approach to community benefits should help with a more consistent and predictable approach.
- DHHL should establish a standard community outreach plan that builds on DHHL's Beneficiary Consultation policy. The process of involving the community begins well before DHHL enters into lease negotiations. See Exhibit B for details on a suggested outreach plan.
- A key question is, how is "community" defined? Who is the community in a community benefits package?

The community could be defined at an individual level: beneficiaries affected by the proposed development project. Instead or in addition, the community could be defined at an organizational level: homestead associations, beneficiary organizations, other community organizations, environmental groups, etc.

When there are changes to community benefit provisions (throughout the life of the lease), how is the community informed? What is the process to involve community and gather input on these changes?

- DHHL to start by clarifying and confirming its goals and reasons for using a community benefits approach.
- DHHL to balance its need for income (to fund homestead lot development and administrative and operations) with competing beneficiary desires for community benefits arising from the given project. Consider allocating a portion of lease revenues to community benefits by adopting a standard policy regarding "revenue sharing" with the community.
- DHHL to specify what projects are covered under this policy and which dispositions – for example, only General Leases, but not all Licenses and ROEs.
- DHHL to review its procurement policies and consider adding requirements for proposers to include community benefits. A DHHL policy could be to accept proposals that provide maximum benefit to both DHHL and the community, not just highest return to DHHL.

- DHHL to have an understanding of the economic value of the deal – the land, the project, the proposed community benefits – before negotiating with a developer. DHHL should review the cost of each priority benefit to the developer and draft a community benefits package consistent with community priorities, the economic value of the project and lease, and the community's share of that value.
  - Property has a value – this would be the minimum
  - Helps to figure the lease rent amount
  - So can ask how much in community benefits you can negotiate with the developer
  - Requires additional analysis to determine the economic value and return, if DHHL is considering community benefits
  - Maximum return. Incorporate language in DHHL Procurement Process asking bidders to include community benefits in their proposals. DHHL consider accepting proposals that provide maximum benefit to DHHL AND the community, not just highest return to DHHL only.
- Think long term. Is DHHL bargaining just for capital? Consider asking for annual payments for facility maintenance. If the benefit is a one-time cash payment for a capital project, DHHL should prepare an analysis of both the cost to construct the facility and its ongoing management and maintenance cost. DHHL should have a clear plan for addressing any shortfalls in either scenario so that the community actually benefits from the facility and no un-due burden is placed on the community or the Trust.
- Structure the benefits to achieve the desired results. Examples:
  - Require the private party to provide adequate notice of job openings, and to provide the notice to designated community organizations and job referral agencies familiar with the community
  - Specify the wage considered to be a “living wage”
  - Require that jobs be made available at all levels, not just entry level
  - Require that a certain amount of commercial space be sized suitably for start-up businesses or set-aside for community use such as meeting space
  - Require not only funds for capital improvements such as construction of a community center, but also funds for ongoing maintenance of community centers, parks, etc.
- DHHL to determine who is bound by the terms of the community benefits package: developer, contractors, subcontractors, tenants, others?
- DHHL to consider including a re-opener of benefit negotiations when the value of the project to the private party has increased and the private party wants to assign the lease, re-finance, etc. And, vice versa, include a re-opener of benefit negotiations when the value of the project to the private party has significantly decreased and the private party wants relief.



- DHHL standard lease terms for non-compliance is lease termination. It is highly unlikely that the department would terminate given the large rent paid by the lessee to DHHL. There are other options to consider. DHHL should have the ability to re-structure the package:
  - (a) when the private party is meeting its overall lease obligations, but the community benefits are not being realized;
  - (b) when the lessee requests a lease modification or any other matter that requires DHHL approval (sublease, assignment, re-financing).

Options:

- Re-structure the package into benefits more easily met by the lessee
  - Require an additional cash payment as a penalty for non-compliance
  - Repeated non-compliance or failure to correct non-compliance could then be grounds for lease termination
  - When a developer exceeds the requirements in the community benefits package, a possible bonus is to reduce the dollar amount or number of cash payments
- In the CBA, there should be a process for resolving any disputes between DHHL and the lessee over whether the terms of the CBA are being met and the value of any non-cash benefit that DHHL wants to re-structure to a cash payment.
  - At a minimum, DHHL to require the developer to fully disclose all community benefits agreements and to submit reports to DHHL, to homestead associations, and to the general public on progress and results from the CBA. If DHHL is not aware of other CBAs, DHHL would not be able to assist with enforcing the terms of the CBAs through the DHHL disposition.
  - DHHL to adopt standard reporting requirements (forms and frequency of reports) for lessees to report compliance with the community benefits provisions, such as number of beneficiaries assisted, programs/services provided that assist beneficiaries
  - There also should be standard reporting requirements (forms and frequency of reports) for organization recipients of community benefits such as cash payments, jobs referral agencies, etc.
  - Engage in ongoing monitoring of the lessee implementation of community benefits. Consider engaging a homestead association or other to perform the monitoring function for a fee paid for by the lessee
  - Monitoring and reports have little meaning if not read and acted upon appropriately. DHHL to consider designating a community benefits reviewer responsible to review reports, discuss with the community the results and any concerns, recommend sanctions if reports reveal non-compliance, and prepare summaries for the HHC,

department management, beneficiaries and the general public on the outcomes of the community benefit packages.

- Many of DHHL's dispositions extend for at least 10 years. DHHL to consider incorporating flexibility in community benefits provisions. For example, adjust cash payments to existing organizations in a manner that allows for the admission of new organizations, re-allocate payments should an organization dissolve or should the organization's mission significantly change and no longer primarily serves beneficiaries.
- DHHL cannot prevent a community organization from directly contacting developers nor vice versa, developers from negotiating benefits directly with community organizations. However, DHHL can refuse to recognize any agreements reached between community organizations and developers and insist on lease terms that include community benefits that the department would have sought in the absence of any such agreements. The reasons being (1) the organization that negotiated their own agreement may not be representative of the entire community affected by the project; and (2) the organization-negotiated agreements might be on less favorable terms that DHHL could have negotiated.

## EXHIBIT E

### DHHL Approach to Community Benefits Suggested Community Outreach Plan

The Department of Hawaiian Home Lands (DHHL) should establish a standard community outreach plan that builds on DHHL's existing Beneficiary Consultation policy. Also, much information on community interests, issues, concerns and priority projects exists within the DHHL Planning system, particularly the Island Plans and Regional Plans. A review and update on that information may help to identify community benefits.

The process of involving the community begins well before DHHL enters into lease negotiations. The following is a suggested approach:

- DHHL prepares and distributes to all beneficiaries community outreach material that explains (a) the concept of community benefits with examples of possible benefits, (b) DHHL's approach to community benefits, and (c) the community's role.
- DHHL provides a briefing to the community on a specific proposed development project. DHHL may consider engaging an outside facilitator for this meeting. By the end of the meeting, a small "community benefits task force" should be chosen to provide further input to DHHL on a proposed community benefits package.
- DHHL sets a time-limited period in which DHHL can receive comments from individuals and community organizations on priority community benefits. DHHL can then prepare a list (sorted by priority) of community benefits.
- DHHL convenes the task force to review and comment on the draft community benefits package. Task force members might be given a limited time period to gather input from community members. At the end of this period, DHHL finalizes the package it will seek from the developer. Within the package, DHHL and the community may designate items that are non-negotiable or the "floor".
- At the conclusion of negotiations with the developer, DHHL convenes the task force to report the results of the negotiations and seek comments on the package before the lease agreement is signed. Again, task force members might be given a limited time period to gather input from other community members.

This community outreach process requires trust and a working relationship between DHHL and beneficiaries. This process also requires effective communication between task force members and individual community members.



**HAWAIIAN HOMES COMMISSION**

**JUNE 16, 2020**

**TELECONFERENCE**

**9:30 A.M.**

**H – ITEMS**

**ADMINISTRATIVE SERVICES OFFICE**

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission  
FROM: Rodney K. M. Lau, Administrative Services Officer  
SUBJECT: Approval of Fiscal Year 2021 Department of Hawaiian Home Lands Budget



RECOMMENDED MOTION/ACTION

1. Approval of the Fiscal Year 2021 Department of Hawaiian Home Lands Budget and authorize the Chairman to shift funding of expenditures between cost elements and funds as warranted but not to exceed the total budget and any shift in funding between cost elements by the chair shall not exceed \$500,000.
2. Approval of Fiscal Year 2021 Development budget and allow for amounts not encumbered in FY 2020 to be encumbered in FY 2021. For the Development budget items, allow the Chair's authority to shift funding between cost elements if not to exceed \$1,000,000.
3. Approval to transfer \$10,000,000 from the DHHL Revenue Bond Special Fund to the Hawaiian Home Administration Account and to transfer \$15,000,000 from the Hawaiian Home Administration Account to the Hawaiian Home Operating Fund.
4. Approval to set up a loan reserve account in the Hawaiian Home Lands Trust Fund to augment the FHA Insured Loan Program and government guarantee loan programs.

DISCUSSION

**Purpose 4: Administrative and Operating Costs**

Pursuant to HB 2200 HB1 SD1, the State Legislature appropriated \$15,532,062 in general funds, \$4,824,709 in special funds (Hawaiian Home Administration Account), and \$3,740,534 in

trust funds (Hawaiian Home Operating Fund) to finance DHHL's administrative and operating (A&O) costs.

General fund fringe benefit costs are absorbed separately in a Department of Budget and Finance appropriation, consistent with all other State general funded programs. "Personal Services" costs (\$8,720,364 in FY 2021) is comprised of funding base salaries of 149 positions. General fund financing "Other Current Expenses" total \$6,811,698.

HB 2200 HB1 SD1 abolished 51 vacant positions and its related general funding in the amount of \$3,112,218.

Attachment "A" provides the means of financing recommended to fund the Administrative and Operating Budget for fiscal year 2021.

### **Purpose 1: Lot Development**

Attachment "B" provides the means of financing for the projects recommended to fund the Lot Development Budget for fiscal year 2021.

The Development Budget responds to issues and priorities expressed by the Commission. In addition, the following principles guided the preparation of the list of projects:

- The department's commitment to providing improvements for the Undivided Interest Lots that have been awarded, and to completing other projects that have been initiated;
- The development of new homesteads for award, with particular emphasis on providing improved residential lots;
- The need to repair, maintenance and upgrade of aging infrastructure on Hawaiian home lands; and
- The need to initiate the planning and design of new homestead projects to provide an inventory for future development.
- Design and construction of projects that are awarded USDA Rural Development loan/grant funds. These projects leverage federal funding resources to reduce the amount of funds needed from the Trust Fund for projects.

The primary sources of financing are from general obligation bond financing from the State Legislature, the Hawaiian Home Operating Fund (HHOF), the Hawaiian Home Lands Trust Fund (HHLTF), the Native American Housing and Self-Determination Act (NAHASDA), a U.S. Housing and Urban Development program and the United States Department of Agriculture Rural Development program (USDA-RD).

Pursuant to HB 2725 HB1 SD1 (see Attachment B: CIP Appropriations Fiscal Biennium 2019-2021), the State Legislature appropriated \$34.85 million in general obligation bonds to finance two (2) CIP lump-sum projects (\$25 million) and three (3) separate CIP projects (\$9,850,000) on Hawaiian home lands. In addition, HB 2725 HB1 SD1 re-appropriated six (6) capital improvement program projects totaling \$5.643 million that were subject to lapsing if not encumbered in FY 2020.

## **Purpose 2: Loans**

Pursuant to Act 11, SpSLH 1995, all special and revolving funds are subject to the State allotment process. For the DHHL's loan program, this affects the financing provided by the Hawaiian Home Loan Fund and the Hawaiian Home General Loan Fund. This budget will serve as a basis to allot funds necessary for equity payments of cancelled or surrendered homestead lease improvements, new loan financing and insurance advances, property tax advances, and contingency reserve for loan guarantee and insurance programs.

With the long-term economic impact of COVID-19, the Hawaiian Homes Commission approved loan deferral of DHHL direct loans and loans assigned to DHHL for a six (6) month period effective April 2020.

In anticipation of rising delinquencies to DHHL indirect loan portfolio (e.g. FHA insured loans and government loan guarantees), DHHL proposes setting up a loan reserve account in the Hawaiian Home Lands Trust Fund.

Fiscal year 2021 Loan Program Budget, as shown below, sets forth the planned expenditures by cost elements as follows:

	<b>Loans: Fiscal Year 2021</b>	<b>Total</b>	(S-302-I) HH Loan Fund	(S-323-I) HH General Loan Fund	(T-917-I) HH Trust Fund	(T-902-I) HHL Trust Fund	NAHASDA
A.	Section 209 HHC Transaction	3,000,000	2,000,000	1,000,000	0	0	
B.	Direct Loan Financing	11,000,000		3,000,000	0	0	8,000,000
C.	Real Property Taxes	100,000		100,000	0	0	
D.	Contingency- Guaranteed/Insured Loan Portfolio	2,400,000		1,200,000	1,200,000	0	
E.	Loans Receivable/ Interest Receivable Write- offs/Write downs	1,200,000		0	0	1,200,000	
	<b>Total Loans</b>	<b>17,700,000</b>	<b>2,000,000</b>	<b>5,300,000</b>	<b>1,200,000</b>	<b>1,200,000</b>	<b>8,000,000</b>

Explanation of Cost Elements:

Section 209, HHCA Transactions - Equity payments of cancelled or surrendered homestead lease improvements. Includes the appraised value of the improvement less any indebtedness to the department and taxes owed by the previous lessee. The payments are advanced from the loan funds and repaid by the subsequent purchaser of the improvements.

Direct Loan Financing and Advances - Includes loan refinancing, replacement home loans, repair loans, new home construction, farm loans and loan insurance advances.

Real Property Tax Advances - Pursuant to section 208(7) of the HHCA, the department may advance payments on behalf of lessees to address real property tax delinquencies and have a lien placed as provided by section 216 of the Act.

Contingency - Guaranteed/Insured Loan Portfolio - A reserve set aside to address loans to lessees where the department guarantees or insures repayment to lenders in the event of loan default.

Loans Receivable/Interest Receivable Write-downs/Write-offs - of asset accounts due to decline in value of assets.

**Purpose 3: Rehabilitation Projects**

Pursuant to Chapter 6.1 of Title 10 Hawaii Administrative Rules, DHHL prepares the Native Hawaiian Development Program Plan (NHDPP) every two years for HHC review and approval. The goal of the NHDPP is to "increase the self-sufficiency and self-determination of native Hawaiian individuals and native Hawaiian communities." This is accomplished through the NHDPP by "improve(ing) the general welfare and conditions of native Hawaiians through educational, economic, political, social, cultural, and other programs."

In this upcoming Fiscal Year, DHHL plans to implement the following components in the NHDPP:

- a) Homesteading Opportunities Assistance Program (HOAP), including homebuyer education, lease cancellation, and foreclosure prevention services.
- b) Technical assistance for Planned Community Associations on the new Hawaii Administrative Rules.
- c) Continue to administer and provide technical assistance to the existing 24 grantees.
- d) Provide \$1,000,000 in new DHHL grants, including offering project implementation grants to assist beneficiaries impacted by the COVID-19 situation.

The rehabilitation projects below are financed from the Native Hawaiian Rehabilitation Fund in FY 2021.

<b>Rehabilitation Projects</b>		
7110	Native Hawaiian Development Program and Plan	\$1,000,000
7110	Leader Gatherings	\$150,000
8200	Loans for Telecom Trenching (HHC approved 11/2019)	\$1,000,000
Total		<u>\$2,150,000</u>



The Commission's approval of above recommended motion is respectfully requested.

Department of Hawaiian Home Lands											
Executive Budget for FY 2021											
		Administration and Operating Costs									
Object		General	Administration	Operating Fund		Operating Fund (Non App)		NHRF	Rev. Bond	NAHASDA	TOTAL
Code		Fund	Account	Operating Portion	Development Portion	Operating Portion	Development Portion		Special Fund		BUDGET
2000	Personnel Costs	8,720,364	0	0							8,720,364
2900	Other Personal Services	704,000	225,000	0	0	0	0	0	0	0	929,000
3010	Operating Supplies - Gas & Oil Supplies	68,800	10,000	18,000	0	0	0	0	0	0	96,800
3020	Operating Supplies - Fuel & Oil Other	2,950	3,000	26,500	0	0	0	0	0	0	32,450
3030	Operating Supplies - Janitorial	24,380	0	6,548	0	0	0	0	0	0	30,928
3090	Operating Supplies - Others	24,500	2,350	17,284	0	0	0	0	0	0	44,134
3100	Maintenance Materials Supplies & Parts	11,800	0	100,000	0	0	0	0	0	0	111,800
3200	Office Supplies	127,150	0	800	0	0	0	0	0	0	127,950
3400	Other Supplies	21,866	0	1,500	0	0	0	0	0	0	23,366
3500	Dues and Subscriptions	15,962	2,000	300	0	0	0	0	0	0	18,262
3600	Freight and Delivery Charges	3,570	600	4,000	0	0	0	0	0	0	8,170
3700	Postage	181,990	0	4,550	0	0	0	0	0	0	186,540
3800	Telephone	131,460	0	600	0	0	0	0	0	0	132,060
3900	Printing and Binding	74,700	0	0	0	0	0	0	0	0	74,700
4000	Advertising	75,950	0	500	0	0	0	0	0	0	76,450
4100	Car Mileage	37,500	0	0	0	0	0	0	0	0	37,500
4200	Transportation, Intrastate	327,900	0	7,000	0	0	0	0	0	0	334,900
4300	Subsistence Allowance, Intra-State	187,970	0	4,000	0	0	0	0	0	0	191,970
4400	Transportation, Out of State	24,250	0	0	0	0	0	0	0	0	24,250
4500	Subsistence Allowance, Out of State	25,000	1,000	0	0	0	0	0	0	0	26,000
4600	Hire of Passenger Cars	55,325	0	3,000	0	0	0	0	0	0	58,325
5000	Electricity	402,000	665,000	510,200	0	0	0	0	0	0	1,577,200
5200	Water	113,700	17,000	229,800	0	0	0	0	0	0	360,500
5500	Rental of Land and Bldg.	12,800	0	0	0	0	0	0	0	0	12,800
5600	Rental of Equipment	82,400	2,500	1,000	0	0	0	0	0	0	85,900
5700	Other Rentals	1,733,250	50,000	0	0	0	0	0	0	0	1,783,250
5810	Repairs- Data Processing	14,000	0	0	0	0	0	0	0	0	14,000
5815	Maintenance - Data Processing	130,000	0	0	0	0	0	0	0	0	130,000
5820	Repairs- Equipment, Building, etc.	82,410	2,000	25,500	0	0	0	0	0	0	109,910
5825	Maintenance- Equipment, Building, etc.	368,100	45,550	73,972	0	0	0	0	0	0	487,622
5830	Repairs- Motor Vehicles	39,500	3,000	10,000	0	0	0	0	0	0	52,500
5835	Maintenance- Motor Vehicles	502,750	5,000	5,000	0	0	0	0	0	0	512,750
5840	Maintenance-Unencumbered Lands & Othr	134,625	200,000	0	0	0	0	0	0	0	334,625
5895	Maintenance-Other Miscellaneous	79,934	0	5,000	0	0	0	0	0	0	84,934
5900	Insurance	75,000	0	0	0	0	0	0	0	0	75,000
7110	Services Fee Basis	782,400	2,545,900	2,412,600	125,000	2,403,437	0	1,150,000	0	1,000,000	10,419,337
7230	Training Costs	116,750	32,000	7,000	0	0	0	0	0	0	155,750
7290	Other Current Expenditures	13,056	20,809	15,880	0	0	0	0	0	22,318,527	22,368,272
7700	Equipment	2,000	25,000	25,000	50,000	0	0	0	0	0	102,000
7700	Motor Vehicle	0	0	0	0	0	0	0	0	0	0
7900	Construction in Progress	0			0	0	0	0	0	0	0
6120/8020	Debt Service: Revenue Bond Payment	0	0			0	0	0	3,200,000		3,200,000
8200	Loans Receivable	0	0	0	0	0	0	1,000,000	0	0	1,000,000
Total - Current Expenditure & Equipment		6,811,698	4,824,709	3,515,534	225,000	2,403,437	0	2,150,000	3,200,000	23,318,527	46,448,905
	Total	15,532,062	4,824,709	3,515,534	225,000	2,403,437	0	2,150,000	3,200,000	23,318,527	55,169,269
	A--Personnel Cost	8,720,364	0	0	0			0	0	0	8,720,364
	B --Current Expenditure	6,809,698	4,482,709	3,490,534	125,000	2,403,437	0	2,150,000	3,200,000	23,318,527	45,979,905
	C --Equipment	2,000	342,000	25,000	50,000	0	0	0	0	0	419,000
	M--Motor Vehicle	0	0	0	50,000	0	0	0	0	0	50,000
	Total	15,532,062	4,824,709	3,515,534	225,000	2,403,437	0	2,150,000	3,200,000	23,318,527	55,169,269
	HB 2200 HD 1 SD 1	15,532,062	4,824,709	3,740,534						23,318,527	

Department of Hawaiian Home Lands				
Development Budget (FY 2021)				
(000's omitted)				
Project / Description	HHL Trust Funds		FY 2021 Budget Request	
	FY 2020 Carry-over	New Funds	HHL Trust Funds	Leg Appns
<b>PART A: Lot Development Projects (Addressing the homestead waiting list)</b>				
<u>OAHU</u>				
Kakaina Subdivision	100		100	
East Kapolei II-B Na Kupa'a Loan Payoff	2,300		2,300	
East Kapolei II-C Site Construction	9,500		9,500	5,000
East Kapolei II-A TOD (SLH 19, F-7)			-	2,000
East Kapolei II-E, Engineering		1	1	
Voice of America Phase I Infrastructure		800	800	-
Waimanalo Agricultural Lots (SLH 19, F-7)			-	3,500
Land Acquisition, Oahu (SLH 19, F-9)			-	1,000
<u>MAUI</u>				
Keokea-Waiohuli, Phase 1 - 4		1	1	
Keokea-Waiohuli, Phase 2A (SLH 19, F-7)			-	4,700
Keokea-Waiohuli, Phase 2B			-	10,600
Maui Development Fees (water, sewer, school district)	175		175	-
Lei Alii Phase 1B	505		505	-
Lei Alii Highway and Access Improvements (SLH 20, F-9.1)			-	9,000
Scattered lot improvements for UI relocations	350		350	-
Pulehunui Development (GOB F-22)		1	1	-
Kahikinui Roadways	556		556	-
Puunani Development	-	2,500	2,500	-
<u>LANAI</u>				
Lanai Residence Lots, Phase 2B		1	1	
<u>MOLOKAI</u>				
Hoolehua Scattered Ag Lots (GOB F-14)			-	1,150
Naiwa Ag Lot Subdivision (GOB F-15)			-	950
<u>BIG ISLAND</u>				
Panaewa - Subsistence Ag Lots (Lot 185)	1,500	1,000	2,500	-
HCC Home Project		230	230	-
Keaukaha Scattered Lots		1,000	1,000	-
Kaumana Subdivision Rehabilitation (GOB F-8)			-	285
Honomu (SLH 19, F-7)	13		13	2,000
Kau Agricultural Lots (Pueo)		100	100	-
Lalamilo Housing Phase 2A, Increment 1	1,000		1,000	-
Laiopua Village 5 Punch List		200	200	-
Laiopua Village 4 (Hema) Construction	-	1,300	1,300	12,200
<u>KAUAI</u>				
Anahola Residence Lots, Units G & G-1	300		300	-
<u>STATEWIDE PROJECTS</u>				
Scattered Lots program (Statewide)	42	1,500	1,542	-
Acquisition Due Diligence	-	1,000	1,000	-
HHFDC Land Exchange Payment	-	1,700	1,700	-
VOKA Payment	17	56	73	-
Federal Funds Reimbursements/Adjustments	2,000		2,000	-
Dispute Resolution	1		1	-
<b>PART A SUBTOTAL</b>	<b>\$ 18,359</b>	<b>\$ 11,390</b>	<b>\$ 29,749</b>	<b>\$ 52,385</b>


Department of Hawaiian Home Lands				
Development Budget (FY 2021)				
(000's omitted)				
Project / Description	HHL Trust Funds		FY 2021 Budget Request	
	FY 2020 Carry-over	New Funds	HHL Trust Funds	Leg Appns
<b>PART B: Repair, Maintenance, and Operating Costs (Promoting thriving, healthy communities)</b>				
<u>OAHU</u>				
Papakolea Infrastructure Remediation		1,600	1,600	-
R/M of Improvements on HHL	324	1,250	1,574	-
Drainage Basins and Other areas		750	750	-
Oahu Sewer Improvements		1,150	1,150	-
Nanakuli Roadways Traffic Signalization (SLH 19, F-8)			-	1,000
Waimanalo Concrete Drainage Channel			-	2,200
Waimanalo Speed Abatement, Pedestrian Safety			-	800
Kapolei Parkway Safety Wall			-	50
<u>MAUI</u>				
R/M of Improvements on HHL	-	600	600	-
Archaeological Pres, Keokea-Waiohuli (GOB F-24)			-	900
<u>LANAI</u>				
R/M of Improvements on HHL	25		25	
<u>MOLOKAI</u>				
Molokai Water System/PV	2,147		2,147	-
Molokai Water System/PV (SLH 19, F-8)			-	2,542
R/M of Improvements on HHL	159	50	209	-
Molokai Veterans Center (GOB F-29.05)		500	500	-
<u>BIG ISLAND</u>				
Honokaia Non-potable Water System	-	1	1	-
Kau Water System (GOB F-9)			-	1,279
Kau Water System			-	1,458
Kau Water System, Phase 2		1,000	1,000	-
Maku'u Site Remediation		200	200	-
Lalamilo Housing Ph 1, Kawaihae Road Channelization	50		50	-
Lalamilo Housing Ph 1, Infrastructure Improvements		500	500	-
Puukapu Pastoral Lots Road Improvements		500	500	-
Water Source Development, West Hawaii	112		112	-
Maintenance of Various Vacant Lots	369	500	869	-
<u>KAUAI</u>				
Anahola Dam and Reservoir Additional Impr	716		716	-
Anahola Water System - Long-term Improvements	596		596	-
Drainage Basins, Ditches Repairs and Upgrades	200		200	-
Maintenance of Various Vacant Lots	100	300	400	-
<u>STATEWIDE PROJECTS</u>				
Engineering Services for Various Locations	228	2,155	2,383	-
R/M of Improvements on HHL, Statewide	109	1,000	1,109	-
R/M to Existing Infrastructure			-	2,800
R/M of Utilities in Existing Subdivisions (GOB F-25)			-	1,080
Environmental Mitigation/Remediation		1,000	1,000	-
<b>PART B SUBTOTAL</b>	<b>\$ 5,135</b>	<b>\$ 13,056</b>	<b>\$ 18,191</b>	<b>\$ 14,109</b>
<b>BUDGET SUBTOTAL BY SOF</b>	<b>\$ 23,494</b>	<b>\$ 24,446</b>	<b>\$ 47,940</b>	<b>\$ 66,494</b>
<b>BUDGET TOTAL</b>				<b>\$ 114,434</b>



STATE OF HAWAII  
DEPARTMENT OF HAWAIIAN HOME LANDS

June 16, 2020

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Rodney K. M. Lau, Administrative Services Officer 

SUBJECT: Transfer of Hawaiian Home Receipts Money at the End  
Of the Fourth Quarter, FY 2020

RECOMMENDED MOTION/ACTION

That the Commission approve the transfer of the entire receipts deposited in the Hawaiian Home Receipts Fund as of June 30, 2020 to the Hawaiian Home General Loan Fund.

DISCUSSION

Section 213 (g) of the Hawaiian Homes Commission Act, 1920, as amended, reads in part as follows:

"(3) Hawaiian home receipts fund. All interest moneys from loans or investments received by the department from any fund except as provided for in each respective fund, shall be deposited into this fund. At the end of each quarter, all moneys in this fund may be transferred to the Hawaiian home operating fund, the Hawaiian home administration account, the Hawaiian home trust fund, and any loan fund in accordance with rules adopted by the department."

Section 10-3-52(b) of Title 10, DHHL Administrative rules, provides that:

"If the Commission fails to approve a plan for transfer, all moneys in the Hawaiian home receipts fund shall be transferred at the end of that respective quarter as follows:

- (1) Nine per cent to the operating fund; and
- (2) Ninety-one per cent to the general loan fund."

As of June 30, 2020, the estimated balance in the Hawaiian Home Receipts Fund will be approximately \$1,500,000. Based on the on-



going loan requirements for fiscal year 2021, it is recommended that cash receipts in the Hawaiian Home Receipts Fund for the quarter ending June 30, 2020 be transferred to the Hawaiian Home General Loan Fund.

**HAWAIIAN HOMES COMMISSION  
JUNE 16, 2020  
TELECONFERENCE  
9:30 A.M.**

**J – ITEMS  
REQUESTS TO ADDRESS THE  
COMMISSION**

**Burrows-Nuuanu, Leatrice W**

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**Subject:** FW: [EXTERNAL] 2020 Kealakehe/ Keahuolu Regional Plan Update

**From:** Craig Bo Kahui <bokahui65@gmail.com>

**Sent:** Tuesday, May 26, 2020 1:46 PM

**To:** Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>

**Subject:** Re: [EXTERNAL] 2020 Kealakehe/ Keahuolu Regional Plan Update

Aloha Lea,

Thank you for the Regional plan update.

In addition, Could you place me on the J agenda for June 2020, if a meeting is scheduled.

Also, are we able to participate in the video/ teleconference?

Please advise.

Mahalo

Bo Kahui



# *The Villages of La`iohua Association*

74-5100 Haleolono Street, Kailua- Kona, HI 97640

808-355-8689 Office

June 10, 2020

William Aila, Chairman  
Hawaiian Homes Commission Members  
Department of Hawaiian Homes Lands  
91-5420 Kapolei Parkway  
Kapolei, Hawaii 96707

Aloha Chairman Aila & HHL Commissioners

On Friday June 12, 2020, The Department of Hawaiian Home Land Commission will convene a meeting to discuss the DHHL Budget for the Fiscal year 2020-2021.

On behalf of the Villages of Laiopua Homestead Association and Beneficiary Wait-listers, we request the Commission's support to dedicate and approve the DHHL's Planning Office recommendation in the May 16, 2020 Item G-2 submittal to set-aside and approve the recommendation of \$350,000 to the North Kona/ Holualoa Water Source development.

Accordingly, we request the Commission's approval of the above funds of \$350,000 for the Holualoa Water Source development and water credit agreement.

In addition, I included our earlier memo to the Commission dated May 23, 2016 and the Villages of Laiopua Resolution dated May 11, 2016 outlining our great need for water source development.

Therefore, as President and on behalf of the Villages of Laiopua Association, I submit this letter to you, Mr. Aila and the DHHL Commission and respectfully request to approve the DHHL Planning Office's recommendation of \$350,000 to the North Kona/ Holualoa Water Source development.

On behalf of the membership of our Homestead Beneficiaries, Beneficiary Wait-listers, our Kupuna and Keikis, we respectfully seek consideration in the matter.

Please contact me if you have further questions.

Mahalo Nui,  
Dora Aio-Leamons *DAL*  
VOLA President

CC: David Kaapu, West Hawaii Commissioner  
Bo Kahui, HAC Chair  
VOLA Minutes 06102020

**Villages of La'i'Opua Association**

74-5100 Haleolono Street

Kailua Kona Hawaii, 96740

808-355-8689

May 23, 2016

DHHL Commission Meeting

**Memorandum of Record**

To: DHHL Commissioners  
DHHL Chairperson, Masagatani

Water is necessary for the future of the DHHL housing and La'i'Opua 2020 developments in La'i'Opua. Without water units, it is uncertain now and in the foreseeable future for the expansion for DHHL housing and economic development.

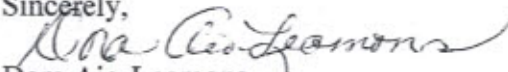
As we understand, DHHL had exhausted all of its water units for the development of Villages IV- Akau for 163 "rent to own" housing development within Village 4 & 5. Also, the Villages of La'i'Opua Association has been waiting for a community park since 2000 and without water the park cannot be constructed. The Village children currently play in the streets which are dangerous.

June 2015, Hawaii Island had the highest waitlist applicants with 14,806 in the state and 5,766 awaiting for residential homesteads. In addition, State Department of Human Services 2013 Utilization Report noted Hawaiians/ Part Hawaiians were second most highest ethnic group homeless at 29% while Caucasian were at 41%. On Hawaii Island.

Over the years, La'i'Opua 2020 has worked diligently with State, Federal, and private partnerships to bridge our funding for our community center development initiative and capacity for our programs and services. To date, they have constructed a 1500 sq. ft Kau I Ka Malie Multi Media Technology & Cultural Center. Partnered to build an 11,000 sq. ft medical & dental facility, and are pad ready for the construction of our 14,000 sq. ft La'i'Opua Community Center facility. This water source project is no different, as L2020 will continue to move forward to bring this project to fruition. Please note that La'i'Opua 2020 is a beneficiary nonprofit corporation serving native Hawaiians in our communities in West Hawaii, and in the Villages.

Therefore, we, the Villages of La'i'Opua (Homesteaders) Association Board adopted a resolution (attached) in support of the La'i'Opua 2020 water development project and respectfully submit our VOLA Association Board request that the Department provide funding support for the La'i'Opua 2020 water development project.

Sincerely,

  
Dora Aio-Leamons

President, VOLA Board

CC: Governor Ige  
Sen. Josh Green  
William Aila, DHHL- Deputy  
Kahana Albinio, DHHL-LMD  
Keith Okamoto, Director-DWS  
L2020 Board of Directors

Mike McCartney, Governor COS  
Rep. Nicole Lowen  
Norman Saskamoto, DHHL-LDD  
Kurt Inabe, DWS  
Villages of La'i'Opua Association Board

Attachments: VOLA Board Resolution 05112016



# La'i'Opua 2020

a 501C-3 non-profit corporation  
74-5599 Luhia Street, #E-5  
Kailua- Kona, HI 96740

Phone.....808-327-1221  
Fax .....808-327-1223  
email.....[bokahui@laiopua.org](mailto:bokahui@laiopua.org)

May 23, 2016  
DHHL Commission Meeting  
**Memorandum of Record**

To: DHHL Commissioners  
DHHL Chairperson, Masagatani

Subject: Funding Support of \$5.5M to La'i'Opua 2020 for Water Source Development

Dear Chair Masagatani and Commissioners,

As President of the La'i'Opua 2020, and original lease holder of La'i'Opua Association from 1998, La'i'Opua 2020 is requesting the Department of Hawaiian Homes Lands to provide funding \$5.5M support for a water source development project currently proposed by La'i'Opua 2020. This request is matched by La'i'Opua 2020's eligibility for a USDA Rural Utility Service grant of up to 45% of the project cost, or \$4.5M. The water source development project is estimated to cost \$10M dollars.

Today, I'm here representing our La'i'Opua 2020 Board and Homestead beneficiaries requesting the DHHL Commission to direct the Department's Administration to support the funding of the La'i'Opua 2020 Water Source Development request of \$5.5M.

Over the years, La'i'Opua 2020 has worked diligently with State, Federal, and private partnerships to bridge our funding for our community center development initiative and capacity for our programs and services. To date, we have constructed a 1500 sq. ft Kau I Ka Malie Multi Media Technology & Cultural Center. Partnered to build an 11,000 sq. ft medical & dental facility, and are pad ready for the construction of our 14,000 sq. ft La'i'Opua Community Center facility. This water source project is no different, as L2020 will continue to move forward to bring this project to fruition.

It's important to note that today, the Hawaii Island application wait list is the largest in the State with 14,806 applicants on the waitlist. More importantly, close to 40% or 5,766 native Hawaiian beneficiaries are seeking a residential lot across Hawaii Island. The recent DHHL request for Proposal for the construction of 163 "rent to own units" provides native Hawaiian beneficiaries hope and opportunities to become homeowners.

However, the potential to reduce the "residential waitlist" and increase the opportunity for beneficiary homeownership is affected by the lack of water units. In fact, due to the Department's lack of water units, the Departments recourse was to build ½ of Village IV and forego the construction of the Village 4 Park which the Villagers of La'i'Opua had been waiting for since 2000, 16 years ago.



La'i'Opua 2020 Board of Directors adopted the attached resolution to express its serious concerns related to the lack of a water source for the future of the Villages of La'i'Opua homesteads development for housing and parks, and L2020's community and commercial center developments.

We, the La'i'Opua 2020 Board of Directors has worked for over 16 months to find a solution for water source development. We are working with a landowner who has pledged his commitment to offer his property for water source exploration and well development; The State's renowned hydrologist recommended this site to be excellent, with having 95% chance of water; USDA Rural Utilities Service has qualified L2020 as eligible for up to 45% of the project cost for a USDA RUS grant. Lastly, the Department has no water exploration plans that we are aware of nor does it have any water on its lands.

Therefore, as President of La'i'Opua 2020, we the La'i'Opua 2020 Board of Directors humbly and respectfully submit to the DHHL Commission, our requests to take action to adopt this water source initiative, thereby providing funding support at its next Commission meeting.

  
Samuel Walker, Sr.

President, L2020

5/23/2016  
Date

CC: Governor Ige  
Sen. Josh Green  
William Aila, DHHL- Deputy  
Kahana Albinio, DHHL-LMD  
Keith Okamoto, Director-DWS  
L2020 Board of Directors

Mike McCartney, Governor COS  
Rep. Nicole Lowen  
Norman Saskamoto, DHHL-LDD  
Kurt Inabe, DWS  
Villages of La'i'Opua Association Board

Attachments:

L2020 Board Resolution 05122016  
L2020 Project Prospectus & Budget  
Site Map  
DWS Support Letter

**Villages of La'i'Opua Association Board of Directors**  
**Resolution 05112016**

**Supporting La'i'Opua 2020's Water Source Development Project**  
**on TMK 7-014-001-0000: Holualoa**

The Villages of La'i'Opua (Homestead) Association is comprised of 14 Villages within the Kealakehe auhupua'a, and considers La'i'Opua 2020 's water source development project a top community priority. This water project will provide the necessary water units for the DHHL housing program, L2020's community facilities development, and thereby establishing a community park, and providing economic opportunities for native Hawaiian beneficiaries. Therefore,

Whereas, the Villages of La'i'Opua Association is currently comprised 280 single family units with an estimated 980 residents residing in the Villages, and

Whereas, La'i'Opua 2020 (L2020) a 501C3 beneficiary nonprofit corporation was established in 2005 by the Villages of La'i'Opua (formerly known as Kaniohale Community Association) and incorporated in 2007, and

Whereas, DHHL has exhausted all its water units for any future improvements of the Villages of La'i'Opua, and

Whereas, the Villages of La'i'Opua Association Board has determined that DHHL does not have water units and that all future improvements to the homestead of La'i'Opua Association would be delayed indefinitely, and

Whereas, since 1998, the VOLA members has been waiting for the Village 4 park improvement which was not included in the recent development package of Villages 4 Hema Housing improvement for "lack of water units/ credits, and

Whereas, our Keiki's are playing in the narrow streets posing a serious risk to there safety, and

Whereas, VOLA Board of Directors oppose utilizing Village 4 proposed park for a temporary "boat storage area", and

Whereas, the L2020 Board of Director's has made water source development the organization's top priority, and

Whereas, L2020 secured funding of up to 45% of the water source development project costs by way of a USDA Rural Utility Service grant, and

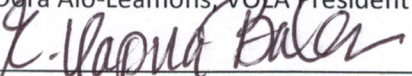
Whereas, L2020 has assembled a team of consultants to provide the necessary reports to include the environmental assessment report and preliminary engineering report, to thereby generate a construction cost estimate for a well, and

Whereas, L2020 has secured a commitment from a landowner to develop a well to provide water for the improvements to the Villages of La'i'Opua Homestead Association for housing, community facilities, and economic development, and

Therefore, be it resolved, that The Villages of La'i'Opua Association Board of Directors support La'i'Opua 2020 water source development initiative to include acknowledging the attached project Exhibits A, B, and C.

Be it further resolved, the Villages of La'i'Opua Association Board does seek the support of the DHHL Commission and Administration to provide the necessary funding to bring this water source initiative to fruition. The Board of Directors approved and adopted this resolution at its regular scheduled monthly meeting on this day May 11, 2016,

  
\_\_\_\_\_  
Dora Aio-Leamons, VOLA President

  
\_\_\_\_\_  
Kapua Baker, Treasurer

  
\_\_\_\_\_  
Date

  
\_\_\_\_\_  
Date



EXHIBIT A  
WELL SITE TMK MAP  
375014001





EXHIBIT B  
WELL SITE TMK  
IDENTIFIED

20 (George N. Lenci, Jr., M.D.  
# w/ "Molly M.-T/E) A/S

25 Tsugio Kando dmf.  
Ayaka M. - Yc  
11, 283 f

27,29 Mikie G. Harada TH - 1/2  
Junichiro Harada TH - 1/2 - TIC

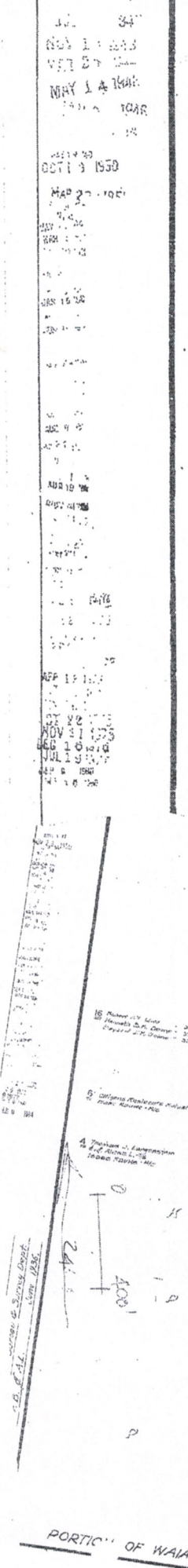




EXHIBIT C  
WELL SITE  
ENGINEERING PROPOSAL





**Burrows-Nuuanu, Leatrice W**

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**Subject:**

FW: [EXTERNAL] Request to advocate on J Agenda of Hawaiian Homes Commission

Aloha mai e Leah,

Please accept my required two weeks' notice to request being placed on the Hawaiian Homes Commission's J Agenda to advocate in writing for the 6/16/20 teleconference commission meeting.

I would like to advocate on behalf of two entities, as follows:

- Pa`upena Community Development Corporation, to seek DHHL Land Management Division response to, and approval of, Pa`upena's 350-page due diligence regarding, and request for a 30-year long-term license to, a 127-acre Waiohuli/Keokea homelands tract. I submitted the due diligence to the Hawaiian Homes Commission 4/20/20, and a follow-up email to Maui land agent Shelly Carreira of the DHHL Land Management Division 4/21/20. The latter email inquired about the protocol to request a 30-year long-term license to the 127-acre tract.

- Maui/Lana`i Mokuupuni Council, concerning its hosted 5/22/20 Zoom session on kuleana homesteading. During the latter discussion involving beneficiaries from Maui, Molokai and Kaua`i, a SCHHA officer concluded that Ka `Ohana O Kahikinui is a homeowners association and not a beneficiary organization, since Ka `Ohana O Kahikinui and its DCCRs do not permit voting rights and full participation to all 75 Kahikinui lessee beneficiaries.

Mahalo nui for your kokua,

**-Kekoa Enomoto**

chairwoman of the board,

Pa`upena Community Development Corporation ([www.paupena.org](http://www.paupena.org));

2019-23 president, Maui/Lana`i Mokuupuni Council, a



June 9, 2020

Aloha mai e na Hawaiian Homes Commissioners,

Mahalo for this opportunity to present J Agenda advocacy on behalf of the organizations that I help guide — Pa`upena Community Development Corporation (CDC), and the Maui/Lana`i Mokuupuni Council encompassing 17 homestead entities on two islands.

First, in response to Commissioner David Ka`apu's 8/19/19 request for Pa`upena to "indicate how many waitlist beneficiaries" will be impacted by the CDC's use of 127 Waiohuli/Keokea acres: Pa`upena proposes a 1-acre ag park for waitlist training in farming, and the remaining acreage for Hawaiian Homes Commission Act Section 211 Community pastures, also involving waitlist training in ranching.

Agricultural training on one or more acres would be open to all 9,133 Maui waitlist beneficiaries plus their `ohana members, ag training that could expand to the entire parcel, depending on response. Farming/ranching training would feature classes, lectures, seminars, workdays and farmers markets impacting possibly 10 percent of 31,325 beneficiary `ohana members (island households average 3.42 persons), or 313.

As part of Pa`upena CDC's 2017 strategic plan, the entity's corporate values include: E Huli`au Kākou – Change the system, transform the community. In this vein, I would like to discuss three possible policy/paradigm shifts, regarding DHHL annual reports, kuleana homesteading, and criteria for homestead awards.

#### E HULI`AU ANNUAL REPORTS

In Pa`upena's 3.5-year effort to repatriate 5,057 Waiohuli/Keokea homelands acres, Pa`upena CDC submitted 350 pages of due diligence to the Hawaiian Homes Commission 4/20/20 concerning the 127-acre Waiohuli/Keokea parcel, and a follow-up email to Maui land agent Shelly Carreira of the DHHL Land Management Division (LMD) 4/21/20. The latter email sought to confirm the protocol to get a 30-year long-term license to the 127-acre tract. After 2.5 months, I await an LMD answer.

This nonresponse mirrors LMD's role favoring non-Hawaiian/nonbeneficiary use of our trust lands, as reflected in DHHL annual reports. The latter document features dozens of pages of non-Hawaiian/nonbeneficiary permits to native Hawaiian homelands, some permits for less than a half-acre and for decades.

Therefore, I propose that DHHL annual reports list Hawaiian/beneficiary leases and permits to native Hawaiian homelands with the lot sizes and duration of permit. Likewise, LMD's role and actions should reflect a priority to Hawaiian/beneficiary leases and permits to native Hawaiian homelands, actions such as immediate and expedited follow-up on beneficiary land-use requests.

#### E HULI`AU DCCRs, HOMEOWNERS ASSOCIATION

The Maui/Lana`i Mokuupuni Council hosted a 5/22/20 Zoom session on kuleana homesteading. During the latter discussion involving beneficiaries from Maui, Molokai and Kaua`i, a Sovereign Council of Hawaiian Homestead Associations officer concluded that Ka `Ohana O Kahikinui is a homeowners association and not a beneficiary organization. The reason for this conclusion is that Ka `Ohana O Kahikinui and its DCCRs do not permit voting rights and full participation to all 75 Kahikinui lessee beneficiaries.

Thus, the Maui/Lana`i Mokuupuni Council supported the 2/28/20 incorporation

of the Hawai'i nonprofit Kahikinui Hawaiian Homestead Association that seeks to give voting rights and full participation to all Kahikinui beneficiaries, both lessees and waitlisters.

Subsequently, a DHHL official called to tell me that the department does not recognize Kahikinui Hawaiian Homestead Association. That DHHL assertion, notwithstanding, Hawaiian Homes Commission Act Section 201.5, paragraph (3) states, "The aboriginal, indigenous people of the State retain their inherent sovereign authority and their right to organize for their common welfare." I believe Prince Jonah Kuhio Kalaniana'ole, founder of the Hawaiian civic club movement, wholeheartedly would recognize Kahikinui Hawaiian Homestead Association.

#### E HULI'AU CRITERIA FOR HOMESTEAD AWARDS

As 2019-23 president of the Maui/Lana'i Mokupuni Council, I have been shepherding islandwide discussions on criteria for homestead awards. Based on my 34-year experience as a homestead community organizer, I support beneficiary surveys that help determine criteria for their respective homestead developments.

(Waivers of prescribed criteria would be based on special districts. The 2005 Maui Island Plan says on Page 292, "According to the DHHL General Plan [2002], the special district designation is applied to areas requiring special attention because of unusual constraints and/or opportunities . . ." Unusual constraints and/or opportunities exist when 9,100 waitlisters are in line for homestead awards on some 30,000 unawarded Maui acres in a 100-year-old homesteading program.)

For example, beneficiary surveys might support first right of refusal to be given, in order, to (1) kupuna 60 and older with genealogical ties to, and/or who live and work in/on, the homestead area and/or the homestead island and who do not have a previous homestead award; (2) kupuna who are unawarded undivided-interest lessees, and (3) beneficiaries who live and work in the homestead area and/or on the homestead island.

My own support of revised criteria for homestead awards is based on Keokea homestead farm lots, where only 15 of 60 lessees are living on and cultivating their 2-acre subsistence-ag parcels, and on Waiohuli residential subdivision, where I know of beneficiaries who live full time in Las Vegas and China, not to mention on O'ahu.

Of course, in this centennial year of Prince Kuhio's Hawaiian Homes legacy, I have expressed support for the proposed Kuhio Awards program that would award as soon as feasible the estimated 160,000 remaining acres of trust lands statewide to the estimated 37,700 waitlist beneficiaries. In this era of Black Lives Matter, and as our kupuna perish on the waitlist, it's about justice for native Hawaiians.

Mahalo,

Kekoa Enomoto

Chairwoman of the board, Pa'upena Community Development Corporation  
President, Maui/Lana'i Mokupuni Council

6/3/2020

Department of Hawaiian Homelands,  
Chairman and Commissioners  
Via email

RE: Testimony for Budget Consideration on Molokai, Ualapue Kuleana Subsistence Project

Aloha! Hawaiian Homelands Commissioners and Chairman,

I hope all is well with you and Ohana. As budget request is around the corner, I would like your considerations to include in budget of 2 items for Molokai; funds to complete an **Environmental Assessment** to initiate Ualapue project. And, a **Planner** to assist Ahonui Homestead Association with the development of Ualapue project. In the past, I have provided to you all with copies of approximately 90 letters (via DHHL) in support of the beneficiaries' of Ualapue Kuleana Subsistence Project.

In addition, I further, support and advocate on behalf of Pa'upena Community Development Corporation, (new) Kahikinui Homestead Association, and the island of Molokai/Maui/Lana'i Moku-puni Council in their endeavors.

Mahalo!  
Cora Schnackenberg  
Ahonui Homestead Association  
PO Box 417  
Hoolehua, HI 96729  
808 646-0051

**Burrows-Nuuanu, Leatrice W**

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**Subject:** FW: [EXTERNAL] J Agenda for June 16, 2020

**From:** Liko Wallace <likowallace@ymail.com>

**Sent:** Wednesday, June 03, 2020 2:34 PM

**To:** Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>

**Subject:** [EXTERNAL] J Agenda for June 16, 2020

Aloha Leah,

Can you please add me on the June 16th J Agenda for Naiwa Homestead Association?

Mahalo, Liko Wallace

Nā'iwa Homestead Association  
P.O. Box 935, Kaunakakai, HI 96748  
Cellphone/text (808) 658-0714  
Email: [likowallace@ymail.com](mailto:likowallace@ymail.com)

June 9, 2020

Aloha e Hawaiian Homes Commissioners,

I am the founding president of Nā'iwa Homestead Association on Molokai. After 3.5 decades since DHHL awarded 58 Nā'iwa leases, I urge this commission to ensure that:

- \$9 million allocated in the DHHL Development Budget goes to Nā'iwa infrastructure of water (both potable and Molokai Irrigation System water), electricity and rural-grade roads. Indeed, the 2005 Molokai Island Plan estimated Nā'iwa infrastructure costs at \$8.67 million (Page 158).
- DHHL obtains Nā'iwa subdivision certification from the County of Maui; so the county can assign Tax Map Keys to the 58 farm lots.
- Nā'iwa is a priority, as mandated 15 years ago.
- The 2005 Molokai Island Plan said that "priority areas were determined by an assessment of beneficiary preferences, the location of the parcels, the physical conditions of the land, and development costs. In the ranking of these priorities, it was determined that the awarded but unbuilt Nā'iwa agricultural homestead development would be the first priority for completion" (Page 116).

To achieve the first priority, I request that DHHL Land Development Division (LDD) name a project manager and a planner specifically for Molokai. And LDD must deploy immediately a \$1.5 million legislative appropriation designated for Nā'iwa for FY 2019, toward a Nā'iwa archaeological survey; so the to-be-designated DHHL Molokai planner can configure correctly the subdivision design and roadways.

Meanwhile, the Nā'iwa Homestead Association will meet on July 8 at 6 p.m. via Zoom and in person at the Molokai Canoe Club Hale. We invite the commission to attend, as Molokai Commissioner Zach Helm has done in the past. We also invite LDD acting Administrator Stewart Matsunaga; LDD engineer Jeffrey Fujimoto; Representative Lynn DeCoite, and Maui County Council Vice-Chair Keani Rawlins-Fernandez, of Molokai.

The Nā'iwa Homestead Association applying for an Administration for Native Americans Growing Organizations grant (ANA GO) to pursue training in agriculture, financial literacy, home ownership and mortgage pre-qualification. Thus, 3.5 decades after their lease awards, Nā'iwa homesteaders move Forward on the Friendly Isle.

Mahalo for your consideration,

*Liko Wallace*

Liko Wallace

President, Nā'iwa Homestead Association

**Nā'iwa homestead is a planned, awarded and to-be-built community  
featuring 58 lots on 298 Molokai acres that were part of a  
Hawaiian homelands accelerated award program in 1986.**

**Burrows-Nuuanu, Leatrice W**

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**Subject:** FW: HCDC

**From:** Robin Danner <robin@hawaiianhomesteads.org>  
**Sent:** Monday, June 01, 2020 6:46 PM  
**To:** Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>  
**Subject:** [EXTERNAL] HCDC

Good evening,

I request to address the Commission at the next scheduled meeting on the topic of affordable housing rentals. Mahalo nui!

Robin Puanani Danner, Chief Executive Officer

**Homestead Community Development Corporation**

*A nonprofit governed by enrolled members of the SCHHA  
dedicated to job creation and affordable housing on or near  
Hawaiian Home Lands, a federal land trust created by the U.S. Congress*



Date: June 15, 2020

To: Hawaiian Homes Commission  
Department of Hawaiian Home Lands

Fr: Robin Puanani Danner, HCDC CEO  
West Kauai Hawaiian Homestead Association Board of Directors  
Anahola Hawaiian Homestead Association Board of Directors  
Association of Hawaiians for Homestead Lands Board of Directors

Re: Testimony on 2020/2021 Projects Dependent on Land Dispositions

Aloha Commissioners and DHHL Officials,

In this extraordinary time we are living in, we pray you are all safe and healthy. Please accept this written testimony for your contemplation and records of the June 2020 Commission meeting. We understand due to COVID 19, you are accepting only written testimony.

HCDC was founded in 2009 and is the 501c3 nonprofit arm of multiple homestead associations in multiple homestead regions on multiple islands. Although many of you were not in service on the HHC at the time, and many staff at DHHL were not employed at the time, HCDC is a product of a DHHL and HHC policy that encouraged homestead associations to form 501c3 community development corporations (CDC). The policy also provided for these CDCs to register with DHHL to receive capacity building training, to be transparently assessed by a third-party consultant hired by DHHL.

HCDC and the multiple homestead associations it was created by, including the Sovereign Council of Hawaiian Homestead Associations (SCHHA), opened itself to DHHL's consultant. And, upon presentation of the consultant's findings to the Hawaiian Homes Commission, rated HCDC one of the highest rankings established by DHHL. We scored a 4 out of 5, and the HHC acted on our standing, taking action on an agenda item to approve HCDC and its DHHL rating.

Since that time, a decade ago, HCDC achieved for multiple homestead associations as a CDC, as an intermediary, as the nonprofit arm, the goals of individual homestead associations and regions. Projects total well over \$8M in private and public capital.

Over the last 2 years, two homestead associations of HCDC, have worked on viable project goals for their homestead communities – strategic planning sessions, homestead consultations, and identification of resources to implement. The latter is now in place, therefore this testimony is timely to share the projects with the HHC, of the *West Kauai Hawaiian Homestead Association* (WKHHA) located in the Kekaha/Hanapepe/Waimea region, and the *Anahola Hawaiian Homestead Association* (AHHA) located in the Anahola/Moloaa region. Each of these projects will require deliberation and action by the HHC related to a land disposition.

- 1. WKHHA – Mauka Kumu Camp.** This project concept started several years ago by WKHHA and was successfully incorporated into the laborious efforts to be included in the DHHL West Kauai Regional Plan. It essentially, is the notion of establishing a year-round campground on 15 acres of mauka lands in West Kauai, for the purposes and positive results of a campground, but also to serve as a dual purpose in times of Tsunami events. As many of you might imagine, when a Tsunami warning happens in west Kauai, the roadways from Kekaha up the mountain become lined with hundreds of cars, while families wait out the event. No restrooms, no facilities, no amenities.

WKHHA prioritized the Mauka Kumu Camp to address this vital need and assigned HCDC as its nonprofit arm 3 years ago to pursue it. We have since worked consistently and deliberately on the project plan, including the all-important aspect of the identification of proper resourcing. WKHHA and HCDC are ready

to request a land use request to DHHL and the HHC for 15 acres of our trust lands up mauka. Over the next 2 months, we will be completing a formal land use application hopefully with the assistance of DHHL, for presentation to the HHC. It will request a simple ROE to us as a native Hawaiian beneficiary governed and controlled organization, to walk the lands to begin the prerequisite planning functions.

Our testimony today, is to request that the Commission be informed, and that DHHL staff work with our project managers and homestead association leaders to bring forward a formal land use request, providing the relevant TMK and manao of DHHL land experts on best location on the road mauka from Kekaha. **Faisha Solomon** of HCDC and **Myrna Bucasas** of WKHHA are our project leaders.

2. **AHHA & AHHL – Workforce Rental Housing.** This project concept also started several years ago, first through strategic planning and consultation of the AHHA board and larger community on the need for rental housing in our homestead for workforce housing, and to blunt the horrors of high rates of suicide by young men on our island. It was also a priority of AHHL, which is the waitlist homestead association, concerned especially for waitlist beneficiaries to have access to rental housing while they await a homestead award.

The project has been vetted for design components and is envisioned to consist of five (5) simple apartment clusters of four-plex units of studio and one-bedroom units – totaling 20 units.

This project has also been vetted for the most cost-efficient approach for infrastructure, for property management by the homestead association members, and the all-important availability of capital. With this vetting and project work over the last 2 years completed, we are ready to come forward to DHHL and the Commission to request a modification to our existing 10-acre, 40-year land license approved by the Commission to HCDC/AHHA back in 2011, commonly known as the Anahola Marketplace. This parcel and its community use feature like the project in item 1 above, was also worked on for years, to be included in the DHHL Anahola Regional Plan, and duly approved by the HHC.

The back of these lands, already in the hands of AHHA/HCDC, are adjacent to an existing residential neighborhood, adjacent to the infrastructure of water and utilities, and has excellent road access from inside the Anahola residential homestead – perfect for a residential rental project. We estimate that 3.5 acres of the existing 10 acres are more than sufficient to add 20 rental units, managed by the homestead association and its CDC.

The revision we are requesting to the existing land license, which although duly approved by the HHC but inadvertently never signed by both parties on the same document, due to missed mail and inaction in follow up, is to include residential use of a portion of the lands within the existing “community use” license. Affordable housing is a dire community use need, that requires no further explanation. Therefore AHHA/HCDC is not requesting additional lands, nor unreasonable use of a portion of the lands under license agreement #609, but rather requesting the Commission to approve a modest revision to the license.

As a report to the current Commission, since approval of license agreement #609, \$1.2M in non-trust fund resources have been acquired and deployed on the parcel that directly and indirectly created and supports just under 32 jobs via direct employment or small business employment/ownership.

Our testimony today, is to request that the Commission put our request on the action agenda in the coming months. We do so now, because of the results of the last 2 years of planning, the identification and eligibility of the approximate \$4M in capital that will be needed to bring 20 rental units to the site, and the eligibility of affordable housing as a public purpose (nonprofit) use under Section 207 of the HHCA. If approved, the first steps would be to spend internal dollars on hand, to formally hire an A&E firm, to conduct soil testing for a compliant septic system, and other pre-development activities necessary.

3. **AHHA – Homestead Horse Stables.** This project concept is one of three components of the Anahola Sports Complex envisioned by AHHA and assigned to HCDC 5 years ago. The overall project is to site an ASC in the Anahola region consisting of two gymnasiums, three baseball/softball fields, and a rodeo arena, specifically on lands the association worked to get included in the Anahola Regional Plan, duly approved by

the HHC. While most would first identify the ASC as youth wellness, and support for our local school in Anahola, it is both those things, but it is also an economic development project to create sustainable jobs in the Anahola homestead region. Very much the intent of the work to include lands for commercial or mercantile purposes in the regional plan.

Over this 5-year term, HCDC successfully requested the County of Kauai be approved to receive CIP planning dollars from the Hawaii Legislature in the amount of \$500,000. HCDC has also vetted development strategies, which resulted in a phased approach to be adopted, by starting with Horse Stables, which will not require access to any of the legislative allocated dollars. The phased approach is to receive an RoE on 100 acres of fallow pasture lands Makai of the highway and across from the Anahola Marketplace, and within the Anahola Regional Plan, to fence and develop stabling to create livestock commerce opportunities for homestead families in the region.

Our testimony today, is to request that the Commission be informed, and that DHHL staff work with our project managers and homestead association leaders to bring forward a formal land use request to the Commission this year. **Faisha Solomon** of HCDC and AHHA farming and ranching board members are our project leaders.

Mahalo for your consideration of these projects that are now positioned to be funded outside of any need for Trust Resources or CIP Resources, and in the case of item #2 above, to specifically request an agenda action item be scheduled by the Commission.

Mahalo to the Kauai Commissioner Dennis Neves, for remaining accessible and active in his duties as Commissioner! Kauai waited nearly 2 years for the vacancy to be filled, we appreciate that the Legislature confirmed Commissioner Neves to keep continuity for Kauai.

Should you require additional information, or are ready to engage our project team, please email myself or Faisha Solomon at [robin@hawaiianhomesteads.org](mailto:robin@hawaiianhomesteads.org) or [faisha@hawaiianhomesteads.org](mailto:faisha@hawaiianhomesteads.org) at any time. We meet with both WKHHA and AHHA board leaders every month on the third Sunday of the month.

Mahalo. As written and submitted by Robin Puanani Danner, Chief Executive Officer, HCDC.

cc: West Kauai Hawaiian Homestead Association Board of Directors  
Anahola Hawaiian Homestead Association Board of Directors  
Association of Hawaiians for Homestead Lands Board of Directors  
Homestead Community Development Corporation Board of Directors  
SCHHA Statewide Governing Council Members

Tristan K. Pokini  
41-207 Kauholokahiki Street  
Waimanalo, Hawaii 96790  
(808) 352-1739

March 5, 2020

Department of Hawaiian Homelands  
91-5420 Kapolei Pkwy  
Kapolei, HI 96707

Attention: Chairman William Aila, Jr.

**Re: Lease 8176**

Aloha Mr. Aila:

I am writing to make record of the following unforeseen situation that is about to affect my immediate family, namely my mother Kazzandra Pokini and my eldest brother Joshua Chase along with his wife Michelle Chase and their 4 month old son Nico Chase. I am requesting that this explanation letter be added to my Lease 8176 file for future reference in the case that this situation leads to the contested case phase of due process.

The Waimanalo property where I currently reside with my brother Joshua and his family has been my childhood home since my grandmother Shirley Kaipo Cunha gave the homestead to my mother and father Kazzandra and Norbert Pokini in 1993. My grandmother gave all of her 6 children money or rights to the family property in Kaimuki to help get them started in life, but the understanding was that my mother got the Waimanalo homestead where she and my father raised me, my two older brothers and my sister Anastasia Chase.

My father Norbert Pokini signed on the Homestreet Bank mortgage with my grandmother from 1993-2009 and then my mother Kazzandra Pokini signed on the mortgage with my grandmother from 2009 to present because my father was awarded a Waiohuli Kula homestead on Maui. That is the main reason why my grandmother did not leave the lease to my mother and father because she knew it would affect their standings on the Maui homestead list. Thus, she promised my father that the Waimanalo homestead would be left to me and my brother Raven Pokini since we are both 50% Hawaiian and my half brother and sister are 25% Hawaiian. We did not expect my grandmother to break her promise.

Consequently, a year before my grandmother died in June 2015 she gave my dad a copy of the homestead lease which named my mother's brother Scott Wong and myself as 50/50 successorship of the Waimanalo property. We do not know the truth or the circumstances that led to my grandmother's reasoning to break her promise, but we continued to pay the mortgage which is still in my mother's name (and my deceased grandmother) and take care of our home as we had always done for the past 27 years, living with anxiety for the past 5 years that my uncle, Scott Wong would one day try to claim his 50% of our homestead home even though he was already given money from my grandmother and left beneficiary of her trust.

In the past five years my mom relocated to Kula, Maui with my dad who retired from the Honolulu Fire Department and left the responsibility of the Waimanalo homestead and mortgage to me and my older brother Joshua Chase. We worked with Homestreet Bank (now Pennymac USA) and Hawaiian Homes to change the lease so that my brother Joshua Chase could qualify for a loan



to refinance the mortgage with my Uncle Scott, so that we could make repairs and renovations, but my Uncle Scott would not comply. After 3-4 years my Uncle Scott finally gave some of his tax and financial information to Homestreet Bank which is when we found out they would not loan any money to him due to his bad credit history and lack of employment. My brother Joshua Chase qualified for \$700,000 but because he is not a leasee and my Uncle Scott who is the leasee, does not qualify financially, we were in an unfortunate position because my Uncle Scott refused to sign over his 50% of the lease to clear us for a refinancing loan to take care of the homestead knowing he had nothing to offer financially.

In 2019 my brother Joshua took a risk and invested his own \$50,000 in savings to make the necessary renovations to the kitchen, master bedroom, and master bath which was in need of repair after 27 years. Due to the fact that my flight attendant job at Hawaiian Airlines was not as established as my brother's firefighter/coast guard employment and financial history (along with his wife who is an RN at Kapiolani Hospital), he agreed to work together with me to make improvements and I agreed to help repay part of his renovation investment over time.

However, on Monday March 2, 2020 my uncle, Scott Wong informed my mother via text message that he was going to move into our Waimanalo home on April 1, 2020 directing her to tell me that he would need a room for his 17 y.o. son and that he would sleep on the couch. As you can imagine my entire family was appalled at the impromptu request with no mention of financial accountability. Thus, due to the history stated in this letter and my Uncle Scott's past behavior of psychological and emotional abuse of a family member, blatant disregard for a family member's personal possessions, and financial instability when living in my grandmother's Kaimuki home with my mother's sister Theoni Wong, we offered him the following choices:

- 1) Sign over the Waimanalo lease to me and my brother Joshua so we could refinance, extend, and make a small studio attachment that he can afford.
- 2) My uncle Wallace Wong offered to sign over his interest of the family home in Kaimuki to deter him from moving into Waimanalo if he agreed to sign over the lease to me and my brother Joshua.
- 3) Find his own place for him and his son Taylor Wong other than Waimanalo and Kaimuki (where he is presently living for the past 10 years since his divorce).
- 4) Continue to live in the spare room at Kaimuki house where he has lived for the past 10 years.
- 5) Rent the upstairs of Kaimuki house and help my aunty Theoni Wong with the mortgage.
- 6) Sign the Waimanalo lease over to my brother Joshua and he would buy out my uncle Scott minus the cost of the appraisal, subtract the money he invested and minus whatever is owed to the loan.

My uncle Scott Wong declined these options stating that he is the rightful owner of the Waimanalo homestead even though he knows he did not and has not ever contributed financially or lived there for the past 27 years. His one and only right to disrupt our lives is based on the sole proof that Lease 8176 cites him as 50% successor, giving him the right to make decisions and live in my family home with no financial accountability whatsoever, since DHHL rules and regulations do not stipulate that my uncle Scott Wong (or myself) as beneficiary lessees, need not requalify for the existing mortgage that my mother Kazzandra Pokini is presently the sole person responsible for the loan as the borrower, but has no legal rights to the homestead land or house per DHHL leasee rules, regulations, and policies.

Therefore, because there are no policies requiring successorship leasees to qualify for any outstanding mortgage debt or prove financial or employment stability, my uncle, Scott Wong has

been given the power to walk into our family home and pay absolutely nothing. This is wrong and will only bring financial hardship, anger/emotional distress, and endanger the health and welfare of my family who will be forced to live under the same roof with someone who refuses to cooperate and does not have the resources to take financial accountability.

I humbly ask that DHHL intervene or provide options to help mitigate this unforeseen problem before it worsens by requiring that my uncle, Scott Wong, and myself, to provide financial and employment records to requalify for the existing loan to take financial accountability off my mother Kazzandra Pokini. Otherwise, the existing loan, utilities, and management of the Waimanalo property will go into financial disarray. I strongly recommend that DHHL reevaluate and amend the existing policies to require ALL leasees and/or successorship beneficiaries to qualify for financial accountability and prove employment stability as part of their kuleana.

I would also like to thank Juan Garcia who advised my mother to have me write this letter on March 4, 2020 after telling her based on the paperwork she has no legal rights to the lease even though she is on the mortgage and that DHHL does not require that beneficiaries qualify for financial responsibility, but still have rights to the home because it is on the property.

I would also like to mention that due to the circumstances my brother Joshua, his wife Michelle, and their 4 month old baby have move out due to the situation and emotional stress to his family. I too spend very little time at my family home since my uncle, Scott Wong and his son (along with his son's friends) have taken over the home and paid nothing to me or my mother. I can only hope that DHHL intervenes by amending the old policies to make sure all leasees/successorship beneficiaries are financially accountable.

I look forward to working out a proactive solution that will deter this issue from going through foreclosure and DHHL's contested case due process procedures. Otherwise, please advise if this qualifies for giving testimony on the J agenda.

Sincerely,

Tristan K. Pokini

\*Electronic signature due to Covid emailed 5/19/20



Kazzandra K. Pokini  
44 Ualaheke Akua Place  
Kula, Hawaii 96790  
(808) 352-1738

May 15, 2020

Department of Hawaiian Homelands  
91-5420 Kapolei Pkwy  
Kapolei, HI 96707

Attention: Chairman William Aila, Jr.

**Re: Lease 8176**

Aloha Mr. Aila:

I am writing to make record of the following unforeseen situation that started on March 2, 2020 (see letter attached from Tristan Pokini dated March 4, 2020) that has directly affected my immediate family, namely my two sons leasee Tristan Pokini, and Joshua Chase along with his wife Michelle Chase and their now 5 ½ month old son Nico Chase. I am requesting that this explanation letter (along with attachment letter) be added to the file of Lease 8176 along with any information regarding the default and soon to be foreclosure on my Pennymac home mortgage loan if and when this situation leads to the contested case phase of due process.

I too humbly ask that DHHL intervene or provide options to help mitigate this unforeseen problem before it worsens by requiring that my brother, Scott Wong, and my son Tristan Pokini who have successorship rights to Lease 8176, provide financial and employment records to requalify for the existing loan to take financial accountability off myself before full foreclosure proceedings are incurred. I am unable to pay for two mortgages thus I gave full responsibility of the existing Waimanalo loan to my 2 sons when I moved to Kula, Maui in 2015. Since then they have done their due diligence to pay the mortgage, utilities, and upkeep the property until my brother Scott Wong moved in with his 17 y.o. son and his 5 friends during the state's covid isolation and social distancing policies became our daily protocols. This forced my son Joshua Chase to move his wife and their 4 month old baby out of our newly remodeled Waimanalo home to prevent from trace contact issues. Both of my sons have continued to stop by the property to clean the house and maintain the yard the best they can under the circumstances. My brother also leaves his underage son and his friends unattended where there is evidence of illegal drinking, drug paraphernalia, and other inappropriate behaviors that were also witnessed at our family home in Kaimuki when my brother was squatting in the upstairs unit of my now sisters home. My brother has also left behind property damage at the Kaimuki house, an abandoned truck, storage bins full of his belongings, and continues to take advantage of my paraplegic sister whose car he has used, broken, and drives illegally with no concern of returning it after numerous pleas to give back her keys.

It disturbs me that my two sons, daughter in-law and grandson have been displaced due to my brother's premeditated actions, lack of integrity, past history of abuse of a family member and financial instability. I can only hope and pray that DHHL looks into this case and finds a way to amend the policy to make sure all lessee/successorship beneficiaries are financially accountable.

I would like to further note that I did speak to Juan Garcia on March 4, 2020 and he advised me to have my son write a letter since he is the leasee and I was not, telling me based on the

paperwork I have no legal rights to the lease even though I am on the mortgage and that DHHL does not require that beneficiaries qualify for financial responsibility, but still have rights to the home because it is on the property. Juan also asked me why I signed the mortgage and I replied that my mother verbally promised the lease would be left to my two sons. I also left a message for Juan Garcia on May 9, 2020 and he has yet to return my call regarding the default/foreclosure on my loan.

I look forward to working out a proactive solution with the DHHL commission that will deter this issue from going through DHHL's contested case due process procedures. Otherwise, please advise if this qualifies for giving testimony on the J agenda.

Sincerely,

Kazzandra K. Pokini

\*Electronic signature due to Covid emailed 5/19/20

Aloha,

My name is Meiling Kamealoha and I am the sister of the late Clyde Paling and I will be speaking on behalf of my Ohana giving you just a summary of events. This letter wouldn't have been written if DHHL would have listened and taken into consideration our concerns. They have taken no actions on the details we have voiced and now we are writing this letter to the Commissions Agenda of DHHL in hopes that they will hear our concerns and do something.

On November 28, 2018 my brother, Clyde Paling passed away in a tragic accident. You can never prepare for death but our Ohana pulled together and gave our undivided attention to his 2 daughters who were left behind. At the time of his death, my brother was legally married to Melissaanne Paling who is the mother of his first child, Clarissaanne Paling. Prior to his death, Melissaanne and my brother had been seperated for 5 years and he was living at 91-1391 Kinoiki Street with his girlfriend, Ginsey Auhoon who is the mother of his second child, Chloe Paling. After his passing, Ginsey continued to live there with his daughter Chloe and Clarissaanne lived with and under the care of Kimberly Matsushima who is the sister of the late Clyde Paling.

Our ohana tried to work with Ginsey on his assets and estate that would best benefit the children and help take care of her as well. Unfortunately, coming into agreement on how to move forward did not work out well with her which caused us to be in the situation that we are in right now. So, we decided to move forward ourselves and gather information for his estate from DHHL. We met up with Karen from DHHL to help us go through the proper process of paperwork on how to obtain the estate. Karen had stated that although Melissaanne was seperated at the time, she is only person on file. Melissaanne tried to go forward to obtain the estate but could not complete the paperwork before the deadline and for that reason his estate would be published in the newspaper for public notice. Karen said that it would run for 90 day and when we see it posted we would have to call and let them know that we seen the notice and would like to put in an application of interest.

In the meantime, our Ohana was rewarded temporary guardianship with CPS for Chloe due to suspicion of drug use and filed a TRO against Ginsey and which was granted for harrassment. Through it all we waited patiently and repeatedly voiced our concerns time and time again on the removal of Ginsey out of the home. Our major concern is that the condition of the home could possibly be affect by damages that have occurred during her time of living in the home. Which in turn would decrease the value of the home. Finally, on May 15, 2019 my brothers estate was published in the newspaper and we moved forward by submitting an application of interest for Clarissaanne and Kimberly Matsushima.

Its been 19 months since the passing of my brother and no action has been taken. The only change that occurred is the structure of his home. Exactly what we were voicing our concerns about has come to pass. His home has now turned into a gathering place for various types of people, drugs and illegal gaming machines. My question is...Why does DHHL condone such activity in a residential area full of children and innocent citizens? How can DHHL allow the community to live in fear. Is it fair to the parents of the community to live in fear of their children playing outside or confining them to their home. I say, NO. Our world has changed and it is full of uncertainty and anger. We don't need to add to the chaos. We need to come together and be the solution. We feel the solution is the removal of Ginsey, boarding up the home and trying to salvage the value of the home for future residency of his children. It's disturbing to think that after all of these events stated above, that Ginsey has an opportunity to apply for the estate for future residency. How will we know or how will DHHL know that such activities will not reoccur, if she is granted the opportunity to have a say in this estate of my brothers.

This has been an emotional roller coaster ride of frustration to have a voice and not be heard. We are hoping that this letter will speak on our behalf and put an end to this ongoing battle so we can move forward and make decisions for his children's future. Help us to remove such people and activities like this in our neighborhoods.



**Burrows-Nuuanu, Leatrice W**

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**Subject:**

FW: [EXTERNAL] Re: HHC J Agenda - June 16, 2020 - In writing only

Aloha commissioners,

This Benjamin Rodrigues resident of Kahikinui Hawaiian homestead a young kanaka looking for the old way of life. Sadly this world of money is only one dimension of the issue. The money is actually the easy part of this long and argues journey of the Department of Hawaiian homes ROE process. I'm writing this in response to our recent right of entry last year that has been postponed due to covid-19. I'd like to talk about the process that I've been through this last couple years to make this possible for our community. For months members of our Ohana worked at hale pili every day to build a sustainable life within the place we live. Seven days a week we worked to develop our economic center and not able to make a dollar while doing it. We dedicate full time in this undertaking and between the multiple meetings we attend with the department, we are not in a better position then when we started. We are no closer to getting our center going and with it generating some kind of subsistence income while living full time in Kahikinui. We've done all of this to eventually create place we're people can stop learn about this region and interact with its community.

This is a community not a corporation. We just need to be given approvals immediately. The place we proposed our recent project is not listed as a state or federally registered historic site list. All we need insurance and to wave liability to the department. Follow all health and safety codes along with all state historic site requirements. All of the while paying GET tax. That's it in a nutshell. Can't get anymore simple as that. All our improvements fall under all 6e exemptions

Our community cannot wait any longer. This ROE process I feel has been a detriment to this community and a heavy burden on my Ohana personally. All the plans that have been generated and vetted for Kahikinui has called for all of these things we are working towards, yet we are still months away from a license. To make something out of nothing. The process in place seems defective. To spend 100 dollars on gas a month to commute down to a place to grow something that we cannot even monetize seem a little bit poho.

Being a Hawaiians is so difficult these days, when all we want to do is sell coconuts on the side of the road. The only things stopping us is the ROE process and then the bandwidth of attention we get through this process with the department. How hard can it be to open an educational and cultural space that also allows us to generate money? It seems the Hawaiian has so many processes to conform to. We really just need a hand up. We need gods speed to fall behind your swift decisions to just approve us to move forward and so that we can legally operate in which ever shape or form we can. How hard can it be to build a fence to grow trees? To create an economic and cultural space for artisans and families to display their Nā Mea Hawai'i. I understand people are liable but this process has really put our family and all of our other families behind in these troubled times. This small grassroots community needs more then ever some positive momentum to get us going. We have a new generation of kanaka being raised in Kahikinui. They need what we making 10 years from now.

I understand you folks are understaffed and largely unfit in certain capacities to manage all these lands and beneficiary request. I simply ask help us move forward. Have a group spend an entire day looking at our paper work and just approve what needs to be done. Our kupuna are old and beginning to pass, and have been eating rocks for the last 20 years surviving in the sticks. If we don't do nothing in the next few years Kahikinui will continue to grow harder for people to live and commute to and from for work. No job creations will leave our residents and eventually our keiki to seek a life elsewhere.

Conservation is the largest industry asides from tourism, we are moving forward to build multiple community owned nurseries. The restoration of Kahikinui cannot move forward without the infrastructure and the creation of Hawaiian owned nurseries to empower restoration within our region.

Kahikinui needs better attention paid to it. The lands here along with the forest is being impacted greatly by the management decisions made in the past for Kahikinui. Kahikinui is home to a precious remnant forest and the very bare minimum care has been given to this space in the last 130 years. Many states in the North American continent plant over 1 million trees a year. The community of Kahikinui needs more than anything to be supported in our restoration efforts. Help us plant 50 thousand more trees in the next 3 years. We simply ask to better engage and empower this community. The time is now.

We cannot sit with our hands tied anymore. We have to demand better of ourselves if we are to work towards the rehabilitation of the Hawaiian. Like our Hawaiian forest we have suffered enough and if we do nothing within our lifetimes we will see the last parts of the Hawaiian soul depart into pō.

I ask 8 things to help us with in these next few months.

1. Approve the long term license agreement for Halepili. We need this approval now, we cannot wait any longer.
2. We need the SHPD approval to finish this process set fourth within the ROE process. I'd like a personal help In helping us finish up whatever remaining hoops we must jump through.
3. We are seeking a second land use opportunity below manu kani to create a 16 acre enclosure for us to plant a native seed bank and begin our community based restoration project.
4. Move forward with our fog drip system and get the ball rolling our community needs wai now.
5. Stream line a process to help us build a fence enclosure so we can start planting trees as soon as possible.
6. Help us advocate for a benefits package for the next windmill project being pursued by American energy partners.
7. Consider how the department can help us secure funds to make these projects happen now. We need hands on attention and a week of hands on work and care paid to Kahikinui and it's issues and projects.
8. Helps us gain resources to build our native tree nurseries.



If we can accomplish these things we will be completely in a better place as a community. I looked forward to hearing from you folks. Blessing to you all.

Me Ke aloha,

Benji

Aloha,

My name is Skydee Canon, daughter of James K Kalani Jr. and advocate for my family. My family and I are reaching out to you for help in regards to our family home that resides on Waimanalo Homestead facing eviction. Our story in saving our family home go way back, and we continue to fight and find ways to help our parents who at the time were not knowledgeable in knowing the seriousness of the situation they were facing and no one to advocate for them. Both my parents had to retire back in 2004 due to medical reasons, and at that point they both were facing a lot of financial and physical hardship. If you know our kupuna, you know how stubborn and proud they are, and reaching out to their children and family for help was not an option. Although my siblings and I were there to help our parents with their health and financial needs we were unaware of our family home situation. I believe it was in 2012 that we found out what our parents were facing and at that time we stepped in to help find a way to save our home.

Our parents were served court papers in 2012 from DHHL. Not knowing where to go, who to see and not understanding the whole situation with DHHL was frustrating and hard. I, Skydee Canon started reaching out to some friends, whom referred me to people who could potentially help. I was invited to a community meeting at Blanche Pope Elementary School in Waimanalo with Hawaiian Community Assist (HCA). There I met Kahaunani Mahoe-Thoene, Beneficiary Advocate for HCA and Uncle Joe Tassil, former DHHL Commission Member. While getting the help, we were told to reach out to the Native Hawaiian Legal Corporation (NHLHC) to see if they could assist us. After talking with them it seemed as if they could not do anything for us, but to stand and represent us in court. We went to court not knowing exactly what was going to happen and not understanding anything. Keep in mind my family and I were still in the learning process and still not understanding what was going on. The judge saw my dad in a wheelchair and asked if we would like a mediation to see if we could come to some kind of decision that would work for both parties. But the only thing that was asked of us was "how long do we need to get everything out of our home due to the lease being cancelled?". We were puzzled and thinking what just happened? Well we had 60 days to get everything out of our home that our parents resided at for over 40 years.

I called Uncle Joe Tassil and met with him at his home in Waimanalo where I was able to share our story further in detail. Uncle Joe invited me to bring my family to DHHL at Kapolei to see if we were able to see the commission members, and share our story during a public meeting. We never got the chance to see the commission members but we showed up anyway. We continued showing up whenever there was a meeting with the commission members at Kapolei but was unsuccessful getting in to see the commission. We finally had a chance to sit with Francis Apoliona, Head of DHHL Enforcement Team and his enforcement team trying to find a way that could help us. The eviction was stopped temporarily, giving us time to continue reaching out to those who could help us.

Our journey continued and I continued working alongside with Kahaunani Mahoe-Thoene, Uncle Joe Tassil and later meeting Blossom Feiteira, one of the Founders of HCA. We were asked by HCA, Uncle Joe Tassil and DHHL Enforcement Team, if we had the money to pay the past overdue balance of the mortgage, or possibly pay off the loan and our answer was "YES"! My brother stepped in to help with the financial situation, withdrawing funds from his retirement account. We continue to make the monthly mortgage loan payments to DHHL, which they accepted and we worked out a monthly payment plan with the City & County of Honolulu

Land Tax. There was a point we were told to stop making our mortgage loan payments from DHHL workers/members, we did, but later continued to make payments.

Of course, there is so much more that has happen throughout the years, and as the years gone by, we continue learning more and worked harder to save our family home. As of date today, we are working with a mortgage company to secure a home loan, if needed, to help secure our home. In this process we've learned that my dad, James Kalani Jr. is still listed as the leasee of 41-289 Nakini Street, Waimanalo HI 96795.

We are standing here, as a family, asking for help! We are not giving up, or abandoning the errors in the past, we are fighting to make it right! Please, we are begging for help and guidance to save our home so that we do not become a statistic and go homeless! We've worked so hard, continuing to fight and strive to only end up where we first started. During this fight that we continue, my dad suffered a major fall and passed away in 2016. Although we mourn the passing of our dad/husband he made us promise him to continue to fight for our home and take care of our mom, making sure she always have a roof over her head and a place she can always call home!

Mahalo,

The Kalani Ohana of  
James K Kalani Jr.