

Michael P. Victorino  
Mayor

Sananda K. Baz  
Managing Director



**OFFICE OF THE MAYOR**  
COUNTY OF MAUI  
200 S. HIGH STREET  
WAILUKU, MAUI, HAWAII 96793  
[www.mauicounty.gov](http://www.mauicounty.gov)

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OFFICE OF THE  
COUNTY CLERK

April 20, 2021

Honorable Michael P. Victorino  
Mayor, County of Maui  
200 South High Street  
Wailuku, HI 96793

APPROVED FOR TRANSMITTAL

Michael P. Victorino 4/29/21  
Mayor Date

For Transmittal To:  
Honorable Council Chair Alice Lee  
And Members of the Maui County Council  
200 South High Street  
Wailuku, HI 96793

Dear Council Chair Lee and Members:

**SUBJECT: RESOLUTION AUTHORIZING THE MAYOR TO GRANT OPEN SPACE, NATURAL RESOURCE, CULTURAL RESOURCES, AND SCENIC VIEWS PRESERVATION FUNDS TO KE AO HALI'I TO PURCHASE PROPERTY IN HANA, HAWAII**

On behalf of the Office of the Mayor I am transmitting the attached proposed resolution entitled "Authorizing the use of Open Space, Natural Resources, Cultural Resources, and Scenic Views Preservation Funds by grant to Ke Ao Hali'i to be used to purchase property in Hana, Maui, Hawaii, and authorizing the County to receive a perpetual conservation easement".

May I kindly request this item be placed on the next council meeting.

Please feel free to contact me if there are any questions at 270-8250.

Mahalo,

Chana Makale'a Dudoit Ané

CHANA MAKALE'A DUDOIT ANE  
Resilience Officer

Attachments

Cc: Stephanie Chen, Corporation Counsel  
Daniel Kunkle, Corporation Counsel  
Scott Teruya, Finance Director  
Sandy Baz, Managing Director

COUNTY COMMUNICATION NO. 21-222

# Resolution

No. \_\_\_\_\_

**AUTHORIZING THE USE OF OPEN SPACE, NATURAL RESOURCES,  
CULTURAL RESOURCES, AND SCENIC VIEWS PRESERVATION FUNDS  
BY GRANT TO KE AO HALI'I TO BE USED TO PURCHASE PROPERTY IN  
HANA, MAUI, HAWAII, AND AUTHORIZING THE COUNTY TO RECEIVE A  
PERPETUAL CONSERVATION EASEMENT**

WHEREAS, KE AO HALI'I, a Hawaii non-profit corporation, has proposed to purchase nine parcels totaling approximately 70.07 acres in Hana, Maui, Hawaii, from Hamoa to Waioka, identified as the "Makaalae" parcels, TMK numbers (2) 1-4-012:002, (2) 1-4-010:030, (2) 1-4-010:032, and (2) 1-4-010:034, for a subtotal of 30.34 acres in the State Agricultural Land Use District; identified as the "Mokae II" parcels, TMK numbers (2) 1-4-010:008, (2) 1-4-010:009, (2) 1-4-010:010, and (2) 1-4-010:012, for a subtotal of 32.71 acres in the State Agricultural Land Use District; and identified as the "Kakio" parcel, TMK number (2) 1-4-010:014, for a subtotal of 7.02 acres in the State Agricultural Land Use District, (collectively, the "property") for land conservation purposes as set forth in Chapter 3.88, Maui County Code ("MCC"); and

WHEREAS, KE AO HALI'I has been offered the opportunity to purchase the Makaalae and Mokae II parcels by current owner, Hana Ranch Partners, L.L.C.; has been offered the opportunity to purchase the

**Resolution No. \_\_\_\_\_**

Kakio parcel by current owners, Hana Ranch Partners, L.L.C., Gwendolyn Paaluhi, and the Heirs and Devisees of David H. Paaluhi, Deceased; and has been provided an acceptable price and terms to be negotiated; and

WHEREAS, KE AO HALI'I is in the process of securing funding approval from the State Legacy Land Conservation Program through the Division of Forestry and Wildlife, Department of Land and Natural Resources, State of Hawaii, in the amount of \$3,445,000.00; and

WHEREAS, as required by Section 3.88.060, MCC, an appraisal of the land, attached hereto as Exhibit "A", has determined the fair market purchase price for the property to be \$7,183,500.00.

WHEREAS, KE AO HALI'I submitted grant proposals which the Mayor's designee determined were complete and met the selection criteria as set forth in Section 3.88.050, MCC; and

WHEREAS, as required by Section 3.88.060, MCC, the Mayor's designee requested, received and compiled comments from appropriate agencies, attached hereto as Exhibit "B"; and

WHEREAS, the County of Maui proposes to grant \$3,600,000.00 to KE AO HALI'I to purchase the property as more fully described in the "Grant Agreement of County Funds, Grant No. 5341", attached hereto as Exhibit "C"; and

**Resolution No. \_\_\_\_\_**

WHEREAS, pursuant to Section 3.88.060, MCC, the Council approved \$3,600,000.00 in the Fiscal Year 2021 budget for the purpose of acquiring the property; and

WHEREAS, Exhibit "C" specifically requires KE AO HALI'I to comply with Section 3.88.070, subsections A., B., and C., MCC, for the use of Open Space, Natural Resources, Cultural Resources, and Scenic Views Preservation Funds, and includes a provision that KE AO HALI'I shall convey to the County of Maui at closing a perpetual conservation easement if KE AO HALI'I receives fee simple title to the property; and

WHEREAS, protecting the property will preserve the culturally and historically important Hana coastline, including its beaches and agricultural lands, provide public education and outdoor recreation opportunities, protect significant habitat and ecosystems, and conserve land for the purpose of reducing erosion, floods, landslides, and runoff; and

WHEREAS, KE AO HALI'I will partner closely with the community to support long-term community-based management and stewardship of the property; and

WHEREAS, pursuant to Section 3.44.015.C., MCC, any acquisition of real property with a purchase price that exceeds \$250,000.00, requires the Council to authorize the acquisition by resolution.



**Resolution No. \_\_\_\_\_**

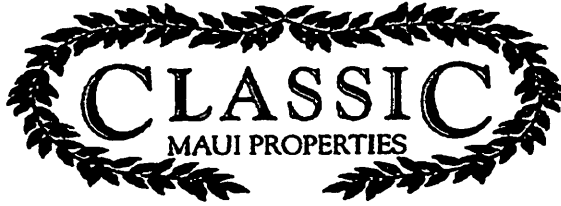
BE IT RESOLVED by the Council of the County of Maui:

1. That it finds Grant No. 5341 to KE AO HALI'I complies with the requirements for use of Open Space, Natural Resources, Cultural Resources and Scenic Views Preservation Funds; and
2. That it authorizes the Mayor to execute Grant No. 5341 and take all necessary actions to ensure compliance with Grant No. 5341; and
3. That it authorizes the Mayor and the Director of Finance, or their authorized representatives to accept a conveyance to the County at closing of a perpetual conservation easement if KE AO HALI'I receives fee simple title to the property; and
4. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, and to KE AO HALI'I.

APPROVED AS TO FORM  
AND LEGALITY:

/s/ Stephanie M. Chen  
STEPHANIE M. CHEN  
Deputy Corporation Counsel  
County of Maui  
2020-1777

**Exhibit A:  
Appraisals**



**Mr. Scott Crawford  
Ke Ao Hali'i  
P.O. Box 115  
Hana, Hi 96713**

**Dear Mr. Crawford**

**At your request, I have prepared an opinion of the bulk value of certain parcels previously appraised. It has been my experience that a bulk sale is usually discounted to provide the next purchaser a "profit cushion", based on the assumption that the bulk purchaser intends on reselling the properties. The discount takes into account the opportunity costs of the projected holding period as well as profit. This discount is generally in the range of 25% off "retail". The grouping of the lots that you provided was the following:**

- 1. Tax Map Keys (2) 1-4-10-30, 32, 34 & (2) 1-4-12-2**
- 2. Tax Map Keys (2) 1-4-10-8,9,10,12**

**The appraised value of the properties in No. 1 above was \$4,108,951. Thus the bulk value would be \$3,081,700 (rounded).**

**The appraised value of the properties in No. 2 above was \$5,017,752. Thus the bulk value would be \$3,763,300 (rounded).**

**All the certifications and limitations cited in the original appraisal will apply to this opinion.**

**The effective date of this valuation is July 1, 2019. The date of this letter is July 31, 2019.**

**Respectfully submitted,  
CLASSIC MAUI PROPERTIES INC.**



**Stephen F. Parker, CGA #276, expires 12/31/2019**

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## **SECTION ONE**

## **SUMMARY of SALIENT FACTS**

<b>Tax Map Key:</b>	<b>(2):1-4-010-014</b>
<b>Address:</b>	<b>Hana Hwy., Hana, Maui, Hi.</b>
<b>Location:</b>	<b>Located approximately 2 miles south of Hana Town on Maui's eastern coastline</b>
<b>Land Description:</b>	<b>Grant 3247, Kakio, Maka'ala, Hana, Maui</b>
<b>Land Area:</b>	<b>7.024 acres</b>
<b>Topography:</b>	<b>Gentle slope in easterly direction from 120' to 100' elevation</b>
<b>Improvements:</b>	<b>Stock fencing</b>
<b>Growth:</b>	<b>Heavily overgrown with tropical trees and shrubs.</b>
<b>Frontage:</b>	<b>Frontage on Hana Hwy., two lane paved state roadway.</b>
<b>Flood Zone:</b>	<b>"X" (outside of flood zone), &amp; A for portions along Waikapia Stream</b>
<b>SMA Zone:</b>	<b>YES</b>
<b>Fee Simple Title:</b>	<b>YES</b>
<b>Utilities:</b>	<b>Public power and telephone is available along Hana Hwy. Adequate county water mains end at Kapia Rd. Sewage is by way of private septic system.</b>
<b>Assessed Value:</b>	<b>\$590,000</b>
<b>Real Property Tax:</b>	<b>\$3,504.60</b>
<b>Effective Date:</b>	<b>Aug. 31, 2020</b>
<b>Interest Appraised:</b>	<b>Unencumbered Fee Simple Title to an undivided 75% tenant in common interest</b>
<b>Fair Market Value:</b>	<b>\$265,500.00</b>

## **PURPOSE OF THE APPRAISAL**

The purpose of this appraisal is to estimate the present fair market. The current definition of market value, as stated by the Office of the Comptroller under 12 CFR, Part 34, Subpart C-Appraisals, 34.42 Definitions (f), is presented as follows:

“The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

1. Buyer and seller are typically motivated;
2. Both parties are well informed or well advised, and each acting in what they consider their own best interests;
3. A reasonable time is allowed for exposure in the open market;
4. Payment is made in terms of cash in U.S. Dollars or in terms of financial arrangements comparable thereto;
5. The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.

## **INTENDED USE OF THE REPORT**

This report is intended to assist the client in establishing the present fair market value.

## **INTEREST APPRAISED**

The unencumbered Fee Simple Title in a 75% tenant in common interest with two other parties having an interest. A title report was not provided, however there is an extraordinary assumption that title is not broken.

## **EFFECTIVE DATE OF THE APPRAISAL**

Aug. 31, 2020

## **DATE OF REPORT**

Aug. 31, 2020

## **APPRAISAL DEVELOPMENT AND REPORTING PROCESS**

With respect to the appraisal development process, in determining the highest and best use of the subject property, we analyzed the property with respect to the four criteria of legal permissibility, physical possibility, financial feasibility, and maximum profitability. We analyzed all of the background information on the property and its environs as revealed by our research and investigation. We also conducted an analysis of the Island of Maui real estate market conditions affecting the subject property based on interviews with local real estate professionals and information contained within sales journals by the local board of Realtors.

Data utilized in the sales comparison approach to value included market comparables disclosed by our research of recorded sales information; market insight as provided through field interviews with local real estate professionals; and additional market data from our office files. After analyzing the available market data, it was determined that a direct market comparison method was most suitable in the valuation of the subject land.

## **LEGAL DESCRIPTION**

See Above

## **HISTORY OF THE PROPERTY**

The subject properties are located within the ahupua'a of Kakio, south of Kapia Stream, and Moka'e, north of Kapia Stream, in area also known as Maka'alae, Hana District, Maui.

The subject property was acquired by Paul Fagan in 1944 with the express purpose to establish a cattle ranch on what was once sugar cane land. Approximately 14,000 acres was acquired for this purpose. Besides the ranch land, Mr. Fagan acquired the Ka'uiki Inn in 1946. In the 1950's Mr. Fagan built the Hotel Hana Maui across the street. Rosewood Corp. of Dallas, Texas bought the property, ranch and hotel, in 1984 from an intermediate owner, led by Baird Brittingham. They embarked on a renovation program of the existing facilities as well as the construction of the Sea Ranch Cottages. Rosewood subsequently sold the entire property in 1989 to a consortium of local, mainland, and Japanese investors under the corporate name of Keola Hana Maui. This entity ran into financial difficulties. The property was taken over by Meridian Financial on 11/17/2000. The ranch portion was then sold in January of 2001 to a group headed by the Ronald Getty Trust and other local and mainland investors known as Hana Acquisition Partners LLC.

On 1/15/2014 most of the ranch land mauka of Hana Hwy. together with all the chattel of the ranch and water company were sold to an entity titled Hana Ranch Stewards LLC and Hana Ranch Land LLC. The portions makai of Hana Hwy, except for a portion sold some time ago to Oprah Winfrey, were retained to be sold in large amalgamated portions. The subject property under valuation make up a portion of these makai properties.

## **DESCRIPTION OF THE GENERAL ENVIRONS & MARKET**

The subject is located at the eastern end of the Island of Maui in the district known as Hana. Maui, also known as the Valley Isle, is the second largest island in the Hawaiian chain. It comprises more than 750 square miles.

Historically, Maui's economy was dependent on agriculture: sugar, pineapple, and cattle. Tourism began in earnest on Maui with the development of Kaanapali in the early 1960's. Since, then development expanded on the west side as well as the Kihei/Wailea/Makena area. Tourism has become Maui's, and the state's largest industry.

The real estate market on Maui is somewhat of a mixed bag as a result of the pandemic: single family median sale prices are 3% higher year to date than last year, but median list prices are the same and volume of sales is down by 13.5%, condominium sale prices are 11% higher, but median list prices are down by 23% and volume of sales are down by 33%. The Hana/Kipahulu submarket would be characterized as "sleepy". Year to date sales totaled 8 (3 single family homes and five vacant land) for a gross volume of \$8,067,000. For the same period in 2019, there were 13 (7 single family homes and six vacant land) for a gross volume of \$11,803,677: a 46% decrease. These figures are derived from MLS data from the local board and do not include sales outside of the MLS. The projections for the near future look to be a flat.

## **NEIGHBORHOOD**

The subject property is located on the ocean (makai) side of Hana Hwy. approximately 2 to 3 miles south of Hana Town near the popular Hamoa Beach. There are many high end, second homes in this area. This area is sparsely populated: 20 persons per sq. mi. Due to its remoteness, most of the population in the area are part time residents, semi-retired, or commute to Kahului for work. The ranch and hotel are the biggest private employers. The government is probably the largest single employer. There are a number of cottage businesses catering to the tourist traffic on day trips to the area.

## **LAND TENURE**

Land tenure in the area is held in large holdings: ranch holdings; State of Hawaii would be the largest.

## **HIGHEST & BEST USE**

The definition previously given applies to the process of evaluating the site as if vacant. Given the nature of the zoning, the highest and best use for all the sites would be the construction of high end single family dwellings and detached cottages on the agricultural zoned portion of the parcels.



## **APPRAISAL METHODOLOGY**

**As previously discussed under Appraisal Development and Reporting, the direct market comparison method to value the raw land will be utilized. Comparables were cited.**

**The following five sections are the descriptions of the comparables used in the valuation of the five tax map keys.**

## **SECTION TWO**

## **TRANSACTION NUMBER 1**

### **Maka'alae**

**Tax Map Key:** II-1-4-11-26  
**MLS#** 379708  
**Address/Location:** 467 Kapia Rd.  
**Land Area:** 17.055 acres  
**Public Access:** Kapia Rd – dirt road  
**Zoning:** Ag.  
**Growth:** Pasture  
**Water:** Catchment  
**Power:** Nearby  
**SMA Zone:** No  
**Flood Zone:** "X"  
**Owner:** Meridian Financial Resources LLC  
**Grantee:** Verlaina Property Trust  
**Instrument:** Deed  
**Doc. #;** 70460014  
**Improvement:** vacant  
**List Price** \$725,000  
**Sale Price:** \$670,000  
**Sale Date:** 4/14/19  
**Financing:** Cash  
**Unit Price:** \$39,285 per acre.  
**Comments:** Good Views



## **TRANSACTION NUMBER 2**

### **Maka'alae**

**Tax Map Key:** II-1-4-11-68  
**MLS#** 379707  
**Address/Location:** 223 Kapia Rd.  
**Land Area:** 16.46 acres  
**Public Access:** Kapia Rd – dirt road  
**Zoning:** Ag.  
**Growth:** Pasture  
**Water:** Catchment  
**Power:** Nearby  
**SMA Zone:** No  
**Flood Zone:** "X"  
**Owner:** Meridian Financial Resources LLC  
**Grantee:** William Rand Trust  
**Instrument:** Deed  
**Doc. #;** 70400074  
**Improvement:** vacant  
**List Price** \$675,000  
**Sale Price:** \$625,000  
**Sale Date:** 4/11/19  
**Financing:** Cash  
**Unit Price:** \$37,971 per acre.  
**Comments:** Good Views





### **TRANSACTION NUMBER 3**

#### **Maka'alae**

**Tax Map Key:** II-1-4-11-69  
**MLS#** 366044  
**Address/Location:** 153 Kapia Rd.  
**Land Area:** 15.34 acres  
**Public Access:** Kapia Rd – dirt road  
**Zoning:** Ag.  
**Growth:** Pasture  
**Water:** Catchment  
**Power:** Nearby  
**SMA Zone:** No  
**Flood Zone:** "X"  
**Owner:** Meridian Financial Resources LLC  
**Grantee:** Sven Eishauer  
**Instrument:** Deed  
**Doc. #;** 66900065  
**Improvement:** vacant  
**List Price** \$599,000  
**Sale Price:** \$560,000  
**Sale Date:** 4/26/18  
**Financing:** Cash  
**Unit Price:** \$36,506 per acre.



### **TRANSACTION NUMBER 4**

## Hamoa

**Tax Map Key:** II-1-4-7-15  
**MLS#** 378844  
**Address/Location:** Haneoo Rd.  
**Land Area:** 8.58 acres  
**Public Access:** Haneoo Rd – paved road  
**Zoning:** Ag.  
**Growth:** Pasture  
**Water:** Catchment  
**Power:** Nearby  
**SMA Zone:** Yes  
**Flood Zone:** “X”  
**Owner:** Hana Ag. Partners LLC  
**Grantee:** Avo LLC  
**Instrument:** Deed  
**Doc. #:** 6739065  
**Improvement:** vacant  
**List Price** \$320,000  
**Sale Price:** \$320,000  
**Sale Date:** 6/4/18  
**Financing:** Cash  
**Unit Price:** \$37,296/ac  
**Comments:** Irregular shaped parcel





## **TRANSACTION NUMBER 5**

### **Hana**

**Tax Map Key:** II-1-4-3-49-1, 2  
**MLS#** 378458  
**Address/Location:** 5452 Hana Hwy.  
**Land Area:** 9.91 acres (2 part residential condominium)  
**Public Access:** Private road to Hana Hwy.  
**Zoning:** Ag.  
**Grantor:** Payne  
**Grantee:** Ekstrom & Samano  
**Instrument/Date:** Deed dated 1/22/19  
**Document #:** 69610389 & 69610390  
**Improvement:** 2 acre orchard  
**Utilities:** Underground power, 2 county water meters  
**Sales Price:** \$870,000  
**Financing:** cash  
**Unit Price:** \$87,790 per acre  
**Comments:** Organic Orchard; 2 unit cpr property



## **SECTION THREE**



## **LOT 1: TMK 1-4-10-14**

### **SITE DESCRIPTION**

The subject consists of one parcel, bearing the tax map key of (2)-1-4-10-14. According to the tax map, the parcel is 7.024 acres.

### **ACCESS & UTILITIES**

The address is said to be Hana Hwy., which is a two lane, paved state road, but there are no curbs, gutters, sidewalks, nor streetlights. Electricity and telephone are provided by Maui Electric and Hawaiian Telcom respectively. There is a county water main along Hana Hwy, which is probably adequate to obtain a water meter. Sewage disposal would be provided by private septic system.

### **TOPOGRAPHY & DRAINAGE**

The topography, starting at the top at an elevation of 120' is a gentle slope in a makai direction, eastern. There does not appear to be any drainage problems.

### **WEATHER**

The weather at the site is generally warm and relatively wet. Rainfall probably averages 60"+ per year at the site, but increases dramatically as elevation increases. The northeast trade winds predominate at this site. They are generally stronger from noon to sunset, and then drop off during the evening to morning hours.

### **ZONING**

The site is agriculture – see attached description of the zoning. The present use meets standards set by the zoning restrictions.

### **S.M.A.: YES**

### **Flood Zone:**

X (minimal) for the majority of the property; "A" for a portion along Kapia Stream.

### **ARCHAEOLOGICAL REVUE**

Archaeological studies may be required if owners apply to public agencies for permits for new structures.

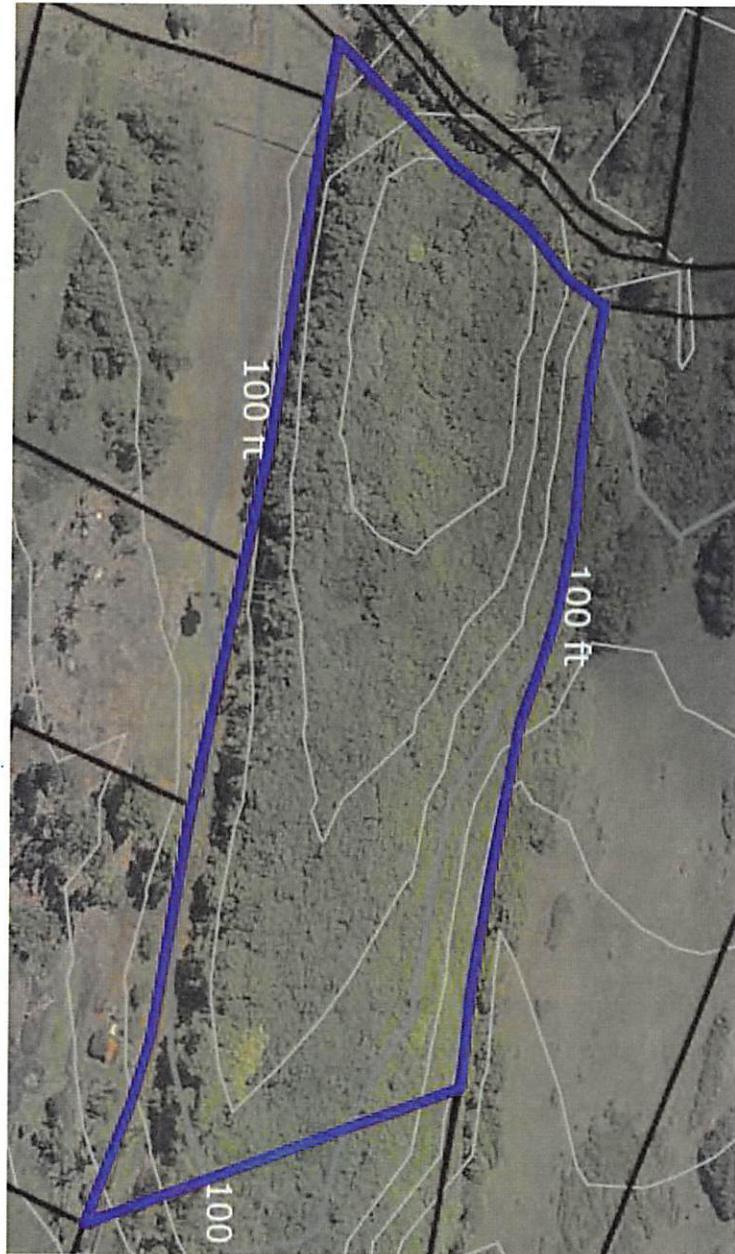
### **C. C. & R's.**

N/A

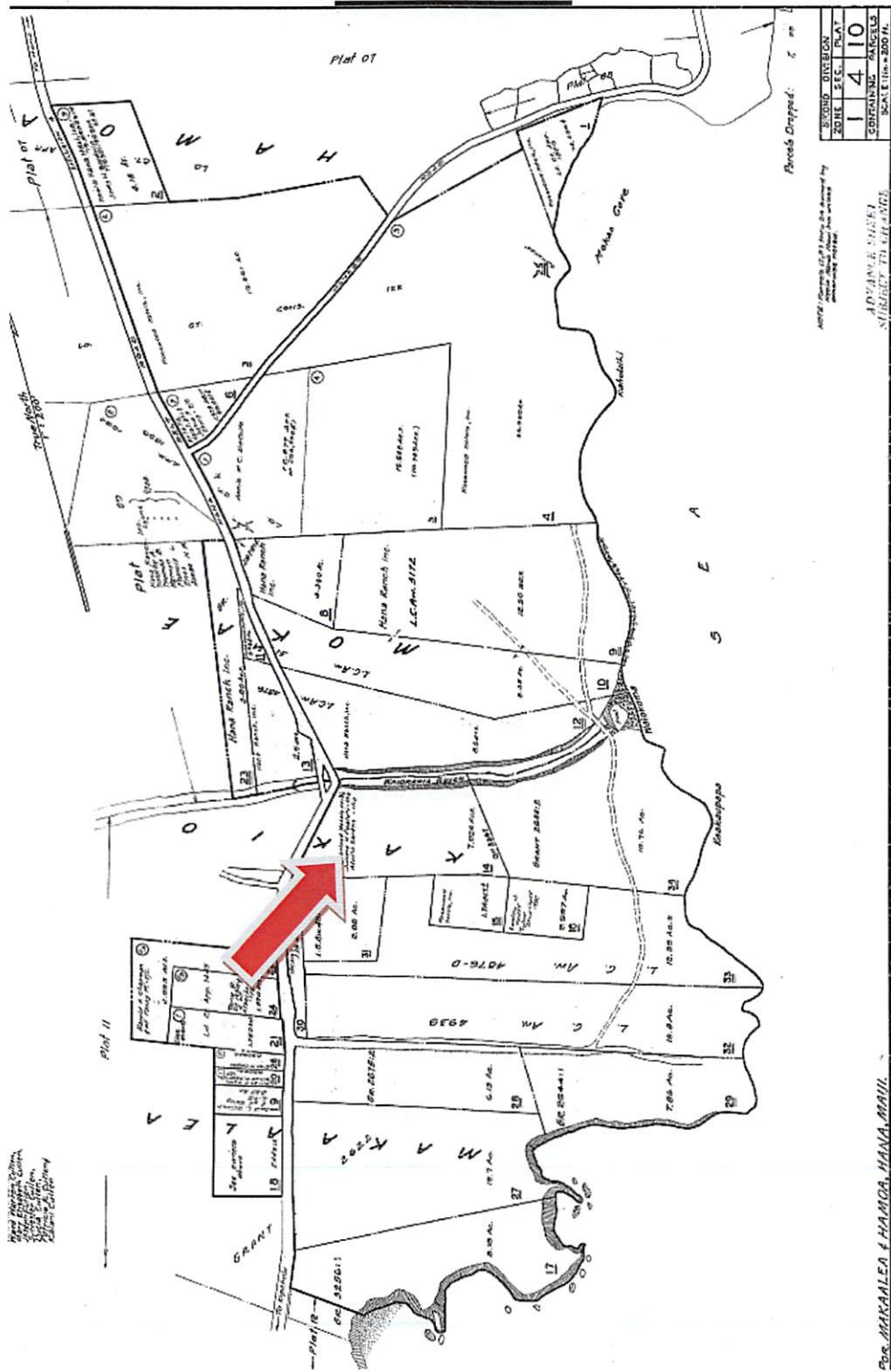
### **SURROUNDING USES**

The neighboring properties are mostly vacant, agricultural parcels used to graze animals. There is a high end residential home located to the south.

# *Subject Property*



## TAX MAP







Hana Highway looking South (subject on left)

## **SECTION FOUR**

### **SUMMARY of MARKET COMPARABLES**

	<u>Comp. #1</u>	<u>Comp. #2</u>	<u>Comp. #3</u>	<u>Comp. #4</u>	<u>Comp. #5</u>
Tax Map Key	II-1-4-11-26	II-1-4-11-68	II-1-4-11-69	II-1-4-7-14	II-1-4-3-49
MLS#	379708	379707	366044	378844	378458
Location	467 Kapia Rd.	223 Kapia Rd.	153 Kapia Rd.	Haneoo Rd.	5452 Hana Hwy
Neighborhood	Maka'ala	Maka'ala	Maka'ala	Hamo	Hana
Size (acres)	17.055	16.46	15.34	8.58	9.91
Access	dirt	dirt	dirt	paved	paved
Power	nearby	nearby	nearby	MECO	MECO
Zoning	Ag.	Ag.	Ag.	Ag	Ag
Water	catch	catch	catch	catch	County
Location rel to rd.	mauka	mauka	mauka	mauka	mauka
SMA	No	No	No	Yes	No
View	Ocean	Ocean	Ocean	Ocean	Ocean
Parcels	1	1	1	1	2 cpr
Topography	Flat to Slt Slope	Flat to Slt Slope	Flat to Slt Slope	Flat to Slt Slope	Flat to Slt Slope
Shape	Irregular	Irregular	Irregular	irregular	Rectangular
Growth	pasture	pasture	pasture	pasture	pasture
Sale/List Date	14-Apr-19	11-Apr-19	26-Apr-18	4-Jun-18	22-Jan-19
Price	\$670,000	\$625,000	\$560,000	\$320,000	\$870,000
Terms	Cash	Cash	Cash	Cash	Cash
Days on Mkt.	510	510	510	220	220
Verification Doc.#	Doc.#70460014	Doc.#70400074	Doc.#66900065	6739065	69610389,90
Other					
Improvements	\$0	\$0	\$0	\$0	\$50,000
Net Price	\$670,000	\$625,000	\$560,000	\$320,000	\$820,000
Price/acre	\$39,285	\$37,971	\$36,506	\$37,296	\$82,745



<b>ADJUSTMENT of MARKET COMPARABLES</b>											
	Subject	adj. %	Comp. #1 Maka'alaie	adj. %	Comp. #2 Maka'alaie	adj. %	Comp. #3 Maka'alaie	adj. %	Comp. #4 Hamoia	adj. %	Comp. #5 Hana
Location	Hana Hwy		467 Kapia Rd.		223 Kapia Rd.		153 Kapia Rd.		Haneoo Rd.		5452 Hana Hw
Land Area	7.02		17.06		16.46		15.34		8.58		9.91
Date of Sale			4/14/19		4/11/19		4/26/18		6/4/18		1/22/19
Terms of Sale			Cash		Cash		Cash		Cash		Cash
Sale Price/unit			\$39,285		\$37,971		\$36,506		\$37,296		\$82,745
Market Conditions Adj.		0%	\$0	0%	\$0	6%	\$2,044.33	6%	\$2,088.58	0%	\$0
Market Conditions Adjusted Price			\$39,285		\$37,971		\$38,550		\$39,385		\$82,745
Terms of Sale Adjust		0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0
Cash Equivalent Adjusted Price			\$39,285		\$37,971		\$38,550		\$39,385		\$82,745
<b>Physical Adjustments</b>											
Location	Maka'alaie		\$0	Maka'alaie	\$0	Maka'alaie	\$0	Hamoia	\$0	Hana	\$0
Size		43%	\$16,853	42%	\$15,796	38%	\$14,533	8%	\$3,072	14%	\$11,832
vegetation		-5%	-\$1,964.23	-5%	-\$1,898.54	-5%	-\$1,927.51	-5%	-\$1,969.23	-5%	-\$4,137.24
Water Availability		5%	\$1,964.23	5%	\$1,899	5%	\$1,928	5%	\$1,969	-5%	-\$4,137.24
Shape		0%	\$0.00	0%	\$0.00	0%	\$0	5%	\$1,969.23	0%	\$0.00
Listing		0%	\$0	0%	\$0.00	0%	\$0.00	0%	\$0.00	0%	\$0.00
# of lots		0%	\$0.00	0%	\$0.00	0%	\$0	0%	\$0	-5%	-\$4,137
Proximity to ocean		25%	\$9,821	25%	\$9,493	25%	\$9,638	25%	\$9,846	25%	\$0
Zoning		0%	\$0	0%	\$0	0%	\$0	0%	\$0	0%	\$0
Gross Adjustment		63%		62%		64%		39%		39%	
Net Adjustment			\$26,674		\$25,289		\$24,171		\$14,887		-\$579
Adjusted Value			\$65,959		\$63,259		\$62,721		\$54,272		\$82,165
Weighting Factor			10.0%		10.0%		10.0%		35.0%		35.0%
Weighted Value			\$6,596		\$6,326		\$6,272		\$18,995		\$28,758
Median Unadjusted Unit Value					\$37,971						
Average Unadjusted Unit Value					\$46,760						
Median Adjusted Unit Value					\$63,259						
Average Adjusted Unit Value					\$65,675						
Weighted Unit Value of Vacant Lot:					\$66,947						
Indicated Unit Value of Vacant Lot:					\$67,000						
Indicated Value of Lot :					\$470,340						
<b>ADJUSTMENT CRITERIA</b>											
Appreciation: 6% '18 to '19											
Location: none, all areas deemed similar											
Size Adjustment: 30% local adjustment to Dilmore 80% curve											
Vegetation: overgrown lots adjusted at 5% (cost to clear)											
County Water Meter: -10%, other lots must used catchment or well or extend county water mains											
Shape: -10% to account for comparables's decreased utility											
# of lots: 10% discount for multiple lots less for cpr											
Weighting: Most weight given the comparable w/ lowest gross adjustment (listing least weight)											

The fair market value of the subject is rounded to \$470,500. The assignment is to value a 75% undivided interest. A 25% discount will be applied to reflect the negative impact of a partial interest:

$$75\% \times \$470,500 \times 75\% = \$264,656.25 \text{ say } \$264,500$$

## **SECTION FIVE**



COMPARABLE SALES MAP



## **SECTION SEVEN**

## **LIMITING CONDITIONS AND ASSUMPTIONS**

The conduct of any appraisal is necessarily guided by, and its results influenced by, the terms of the assignment and the assumptions, which form the basis of the study. The following conditions and assumptions embodied in this report constitute the framework of our analysis and conclusions.

1. In accordance with an agreement between the appraiser and the client prior to the preparation of this appraisal, we have prepared a Narrative Appraisal Report. This Narrative Appraisal Report is intended to comply with the reporting requirements set forth under Standards Rule 2-2(b) of the Uniform Standards of Professional Appraisal Practice (USAP) for a Narrative Appraisal Report. It presents a discussion of the data, reasoning, and analysis that were used in the appraisal process to develop the appraiser's opinion of value. The appraiser is not responsible for unauthorized use of this report.
2. This appraisal is based upon the present condition of the national economy and the present purchasing power of the dollar. Fuel and energy available are assumed to remain at the levels of December 2019.
3. This report expresses the opinion of the signer on July 1, 2019; in no way has it been contingent upon the reporting of specified values or findings.
4. The appraiser has extensive experience in the valuation of real estate and considers him competent to estimate the value of the specified real property interest in the subject property.
5. It is assumed that the subject property is fee and clear of any and all encumbrances other than those referred to herein, and no responsibility is assumed for matters of a legal nature. This report is not to be construed as rendering any opinion of title, which is assumed to be marketable. Responsible ownership and competent management of the subject property are also assumed, unless otherwise stated within the report.
6. Any maps or plot plans reproduced and included in this report are intended only for the purpose of showing spatial relationships. These maps do not necessarily represent measured surveys or measured maps, and we are not responsible for the possible existence of any topographic or surveying errors within such maps. No engineering tests were furnished, and therefore, no liability is assumed for the soil conditions, bearing capacity of the subsoil or engineering matters relating to the subject property.
7. Information provided by informed local sources such as governmental agencies, financial institutions, Realtors, buyers, sellers, and others, was interpreted in the manner in which it was supplied and, whenever possible or practical, was checked and verified by secondary means. However, no responsibility is assumed for any possible misinformation contained in those sources of information.
8. Available flood maps examined during the course of this assignment were provided by the Federal Emergency Management Agency. Based on these available maps and to the best of our ability as appraisers, a determination has been made as to whether or not, in our opinion, the subject property is located within an identified Special Flood Hazard Area. However, since we are not professional surveyors we

can make no guarantees, expressed or implied, as to the accuracy of this determination.

9. The presence of hazardous wastes or toxic materials such as asbestos, urea-formaldehyde foam insulation or other potentially harmful substances may have an adverse affect on the value of a given property. The value estimate as reported herein is predicated on the assumption that there is no such hazardous material on or in the subject property that would result in this type of loss in value. No responsibility is assumed for any potentially adverse environmental conditions or for the lack of any expertise or engineering knowledge required to discover such conditions.
10. The appraiser is not required to give testimony or appear in court because of having made this appraisal unless arrangements for the appearance and the fee for such appearance have been agreed upon by the person or corporation requiring such testimony.
11. The client may distribute only the property description section of this report to a data collection or reporting service without having to obtain the appraiser's prior written consent. In all other cases, the appraiser must provide his prior written consent in order for the client identified in the transmittal letter of this appraisal report to distribute the report (including conclusions about the property value, the appraiser's identity and professional designations, and references to any professional appraisal organizations or the firm with which the appraiser is associated) to anyone other than the client; his/her successors; and his/her consultants. The appraiser's prior written consent and approval must also be obtained in the event that the appraisal report should be conveyed by anyone to the public through advertising, public relations, news, sales, or other media.
12. The appraiser will not disclose the contents of the appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice.

## **CERTIFICATION**

The undersigned hereby certify that, to the best of his knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions, and are my personal, unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in the property that is the subject of this report, and have no personal interest or bias with respect to the parties involved.
- Our compensation is not contingent upon the reporting of a predetermined value or direction in value that favors the cause, the amount of the value estimate, the attainment of a stipulated result, or the occurrence of a subsequent event.
- The analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with Uniform Standards of Professional Appraisal Practice and the Code of Professional Ethics.
- No one provided significant professional assistance to the person signing this report, save the opinions of the architect cited in the body of the report.
- As of the date of this report, Stephen F. Parker, has completed the requirements of the continuing education program of the State of Hawaii for certified general appraisers.
- The appraiser has not performed any work on the subject parcels within the past three years.



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Stephen F. Parker  
Certified General Appraiser CGA -276  
Certificate Expires: December 31, 2021

## **SECTION SEVEN**

## **Chapter 19.30A AGRICULTURAL DISTRICT**

19.30A.010 Purpose and intent.

19.30A.020 District criteria.

19.30A.030 District standards.

19.30A.040 Limitations on resubdivision.

19.30A.050 Permitted uses.

19.30A.060 Special uses.

19.30A.070 Private agricultural parks.

19.30A.080 Agricultural leases.

19.30A.090 Substandard agricultural lots.

19.30A.100 Exemptions pursuant to state law.

19.30A.110 Permits issued prior to the enactment of this ordinance.

19.30A.120 Rule-making authority.

### **19.30A.010 Purpose and intent.**

**A. Purpose.** The purpose of the agricultural district is to:

1. Implement chapter 205, Hawai'i Revised Statutes, and the goals and policies of the Maui County general plan and community plans;
2. Promote agricultural development;
3. Preserve and protect agricultural resources; and
4. Support the agricultural character and components of the County's economy and lifestyle.

**B. Intent.** It is the intent of this chapter to:

1. Reduce the land use conflicts arising from encroachment of nonagricultural uses into agricultural areas;
2. Mitigate rising property values of farm lands to make agricultural use more economically feasible;
3. Discourage developing or subdividing lands within the agricultural district for residential uses, thereby preserving agricultural lands and allowing proper planning of land use and infrastructure development;
4. Discourage establishment of nonagricultural subdivisions;
5. Ensure that the rezoning of land from the agricultural district shall be open for public debate and in the overall public interest, as evidenced by conformance with the Maui County general plan and community plan land use designations and policies, State land use law, this chapter and good planning practices; and
6. Notify the public that lands within the agricultural district are used for agricultural purposes. Owners, residents, and other users of such property or neighboring properties may be subjected to inconvenience, discomfort, and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations. Such normal and accepted agricultural practices and operations include but are not limited to noise, odors, dust, smoke, the operation of machinery of any kind, including aircraft, and the storage and disposal of manure. Owners, occupants, and users of such property or neighboring properties shall be prepared to accept such inconveniences, discomfort, and possibility of injury from normal agricultural operations. (Ord. 2749 § 3 (part), 1998)

### **19.30A.020 District criteria.**

Agricultural lands that meet at least two of the following criteria should be given the highest priority for retention in the agricultural district:

- A. Agricultural Lands of Importance to the State of Hawai'i (ALISH);
- B. Lands not classified by the ALISH system whose agricultural land suitability, based on soil, topographic, and climatic conditions, supports the production of agricultural commodities, including but not limited to coffee, taro, watercress, ginger, orchard and flower crops and nonirrigated pineapple. In addition, these lands shall include lands used for intensive animal husbandry, and lands in agricultural cultivation in five of the ten years immediately preceding the date of approval of this chapter; and
- C. Lands which have seventy-five percent or more of their boundaries contiguous to lands within the agricultural district. (Ord. 2749 § 3 (part), 1998)

### **19.30A.030 District standards.**



Except as otherwise provided in this chapter, the following district standards shall apply for uses, facilities and structures in the agricultural district:

A. Minimum lot area: two acres;

B. Minimum lot width: two hundred feet;

C. Minimum yard setbacks: front yards, twenty-five feet; side and rear yards, fifteen feet;

D. Maximum developable area: ten percent of the total lot area. This restriction shall apply to farm dwellings, but shall not apply to any structure or portion thereof which is used to support agriculture, including but not limited to storage facilities, barns, silos, greenhouses, farm labor dwellings, and stables, and shall not apply to utility facilities as permitted by this chapter;

E. Maximum height limit: Unless otherwise provided for in this chapter, the maximum height of any dwelling shall be thirty feet, except that vent pipes, fans, chimneys, antennae and solar collectors on roofs shall not exceed forty feet. Any nondwelling structure such as a barn or silo that is over thirty-five feet in height shall be set back one additional foot for each foot in structure height;

F. Maximum wall height: Walls shall not exceed four feet within the yard setback area as measured from the finished or existing grade, whichever is lower, to the top of the wall as defined herein. This does not preclude constructing fences on the top of the wall for safety purposes. The director of public works and waste management may permit greater heights of walls as needed to retain earth, water or both for health and safety purposes;

G. The maximum number of lots that may be created from a lot, or portion thereof, that is in the agricultural district shall be based on the gross area of the subject lot, which for the purposes of this subsection shall be the tax map key parcel as certified by the real property tax division on March 1998, as follows:

Agricultural District

Area of lot (in acres)	Maximum number of permitted lots: 2-acre minimum lot size	Maximum number of permitted lots: 15-acre-minimum lot size	Maximum number of permitted lots: 25-acre minimum lot size	Maximum number of permitted lots: 40-acre minimum lot size
At least 2 but less than 31	7			
At least 31 but less than 61	7, plus one additional lot for each 10 acres above 31 acres			
At least 61 but less than 92	10, plus one additional lot for each 15 acres; plus $\varnothing$	1		
92+	12, plus one additional lot for each 40 acres above 92 acres (not to exceed 14 lots); plus $\varnothing$	2, plus one additional lot for each 60 acres above 92 acres; plus $\varnothing$	1, plus one additional lot for each 100 acres above 92 acres; plus $\varnothing$	one for each 160 acres above 92 acres

For the purposes of this subsection, any lot(s) or portions(s) thereof that is contained entirely within the subject lot, and that is owned by the same persons or related corporate entities as the subject lot, shall be considered a part of the subject lot and shall count towards the maximum number of permitted lots that may be created from the subject lot.

This subsection shall not apply to any lot which received preliminary subdivision approval prior to the effective date of the ordinance codified in this chapter and which receives final subdivision approval after the effective date of said ordinance. The subsequent lots resulting from such subdivision shall be subject to this subsection. (Ord. 2749 § 3 (part), 1998)

#### 19.30A.040 Limitations on resubdivision.

A. Following the effective date of this the ordinance codified in this chapter:

1. At the time of subdivision, the director of public works and waste management shall determine the maximum number of lots that can be created based upon the provisions and standards set forth in section 19.30A.030;

2. The subdivider shall allocate the maximum number of lots that can be created between the original lot and any new lot created as a result of the subdivision;

3. The allocation of lots shall be recorded with the bureau of conveyances; and

4. No lot, or portion thereof, which is in the agricultural district shall be further subdivided beyond the



maximum number of lots permitted pursuant to this chapter and as recorded with the bureau of conveyances, except as provided by subsection 19.30A.040.C.

B. The following subdivisions shall not reduce the gross "area of lot" nor the "maximum number of permitted lots" as provided by subsection 19.30A.030.G:

1. Any subdivision requested by a public agency or public utility company for a public purpose;
2. Any consolidation and resubdivision in which no additional developable lots, as defined by section 18.04.123, Maui County Code, are created, provided that this would not result in the potential to create any additional lots than could have been created prior to consolidation and resubdivision;
3. Any subdivision for purposes of providing an easement exclusively for the protection of sites of cultural and historic significance; greenways; protection of sensitive environmental areas such as wetlands, streams, and endangered species habitat; and easements for public access to shoreline and mountain areas; or
4. Any subdivision for purposes of providing a roadway easement or lot.

C. If the original lot has been subdivided into the maximum number of lots permitted pursuant to this chapter, additional lots may be created for family members as described in subsections 18.20.280.B.1 and 18.20.280.B.2, Maui County Code, whether or not a deferral of improvements is intended, with the approval of the council; the application for such additional lots shall be processed in the same manner as applications for conditional permits, as provided by chapter 19.40, Maui County Code.

D. No deed, lease, agreement of sale, mortgage or other instrument of conveyance shall contain any covenant or clause which restricts, directly or indirectly, the operation of agricultural activities on lands within the agricultural district. This subsection shall not apply to any covenant or clause existing prior to the effective date of the ordinance codified in this chapter. (Ord. 2749 § 3 (part), 1998)

#### **19.30A.050 Permitted uses.**

The following uses and structures shall be permitted in the agricultural district provided they also comply with all other applicable laws:

##### **A. Principal Uses.**

1. Agriculture;
2. Agricultural land conservation;
3. Agricultural parks, pursuant to chapter 171, Hawai'i Revised Statutes;
4. Animal and livestock raising, including animal feed lots and sales yards;
5. Private agricultural parks as defined herein;
6. Minor utility facilities as defined in section 19.04.040, Maui County Code; and
7. Retention, restoration, rehabilitation, or improvement of buildings, sites or cultural landscapes of historical or archaeological significance.

B. Accessory Uses. Uses which are incidental or subordinate to, or customarily used in conjunction with a permitted principal use, as follows:

1. Two farm dwellings per lot, one of which shall not exceed one thousand square feet of developable area;
2. One farm labor dwelling per five acres of lot area. On the island of Maui, the owner or lessee of the lot shall meet two of the following three criteria:

- a. Provide proof of at least \$35,000 of gross sales of agricultural product(s) per year, for the preceding two consecutive years, for each farm labor dwelling on the lot, as shown by State general excise tax forms and federal Schedule F forms;
- b. Provide certification by the Maui board of water supply that agricultural water rates are being paid if the subject lot is served by the County water system; or
- c. Provide a farm plan that demonstrates the feasibility of commercial agricultural production.

On the islands of Moloka'i and Lana'i, the owner or lessee of the lot shall meet both of the criteria provided by subsections 19.30A.050.B.2.a and 19.30A.050.B.2.b;

3. One agricultural products stand per lot, for the purpose of displaying and selling agricultural products grown and processed on the premises or grown in the County, provided that said stand shall not exceed three hundred square feet, shall be set back at least fifteen feet from roadways, shall have a wall area which is at least fifty percent open, and shall meet the off-street parking requirements for roadside stands provided by section 19.36.010, Maui County Code, except that paved parking shall not be required; stands which display or sell agricultural products which are not grown on the premises shall be required to obtain a special permit pursuant to chapter 205, Hawai'i Revised Statutes;

4. Farmer's markets, for the growers and producers of agricultural products to display and sell agricultural products grown and processed in the County; structures shall have a wall area which is at least fifty percent



open; markets shall operate only during daylight hours and shall not operate on parcels less than ten acres; the director of public works and waste management may impose additional requirements if a building permit is required for any structures; markets which display or sell agricultural products which are not grown on the premises shall be required to obtain a special permit pursuant to chapter 205, Hawai'i Revised Statutes;

5. Storage, wholesale and distribution, including barns; greenhouses; storage facilities for agricultural supplies, products and irrigation water; farmer's cooperatives; and similar structures that are customarily associated with one or more of the permitted principal uses or, for the purpose of this section, are associated with agriculture in the County;
6. Processing of agricultural products, the majority of which are grown in the County; this includes the burning of bagasse as part of an agricultural operation;
7. Energy systems, small-scale;
8. Small-scale animal-keeping;
9. Animal hospitals and animal board facilities; if conducted on the island of Moloka'i, such uses shall have been approved by the Moloka'i planning commission as conforming to the intent of this chapter;
10. Riding academies; if conducted on the island of Moloka'i, such uses shall have been approved by the Moloka'i planning commission as conforming to the intent of this chapter;
11. Open land recreation as follows: hiking; noncommercial camping; fishing; hunting; equestrian activities; rodeo arenas; arboretums; greenways; botanical gardens; guided tours which are accessory to principal uses, such as farm or plantation tours, petting zoos, and garden tours; hang gliding; paragliding; mountain biking; and accessory restroom facilities. If hiking, fishing, hunting, equestrian activities, rodeo arenas, hang gliding, paragliding or mountain biking and conducted for commercial purposes on the island of Moloka'i, such uses shall have been approved by the Moloka'i planning commission as conforming to the intent of this chapter. Open land recreation uses or structures not specifically permitted by this subsection or by subsection 19.30A.060.H shall be prohibited; certain open land recreation uses or structures may also be required to obtain a special permit pursuant to chapter 205, Hawai'i Revised Statutes;
12. Parks for public use, not including golf courses and not including commercial uses except when under the supervision of a government agency in charge of parks and playgrounds; and
13. Other uses which primarily support a permitted principal use; however, such uses shall be approved by the appropriate planning commission as conforming to the intent of this chapter. (Ord. 2749 § 3 (part), 1998)

#### **19.30A.060 Special uses.**

The following uses and structures shall be permitted in the agricultural district if a special use permit, pursuant to section 19.510.070, Maui County Code, has been obtained; except that if a use described in this section also requires a special permit pursuant to chapter 205, Hawai'i Revised Statutes, and if the land area of the subject parcel is fifteen acres or less, the State special permit shall fulfill the requirements of this section:

- A. Additional farm dwellings beyond those permitted by subsection 19.30A.050.B.1;
- B. Farm labor dwellings that do not meet the criteria of subsection 19.30A.050.B.2;
- C. Agricultural products stands that do not meet the standards of subsection 19.30A.050.B.3;
- D. Farmer's markets that do not meet the standards of subsection 19.30A.050.B.4;
- E. Public and quasipublic institutions which are necessary for agricultural practices;
- F. Major utility facilities as defined in section 19.04.040, Maui County Code;
- G. Telecommunications and broadcasting antenna;
- H. Open land recreation uses, structures or facilities which do not meet the criteria of subsection 19.30A.050.B. 11, including commercial camping; gun or firing ranges; archery ranges; skeet shooting; paint ball; bungee jumping; skateboarding; roller blading; playing fields; accessory buildings and structures. Certain open land recreation uses or structures may also be required to obtain a special permit pursuant to chapter 205, Hawai'i Revised Statutes. The following uses or structures shall be prohibited: airports, heliports, drive-in theaters, country clubs, drag strips; motor sports facilities; golf courses and golf driving ranges;
- I. Cemeteries, crematories, and mausoleums;
- J. Churches and religious institutions;
- K. Mining and resource extraction; and
- L. Landfills. (Ord. 2749 § 3 (part), 1998)

#### **19.30A.070 Private agricultural parks.**



Private agricultural parks provide for appropriately sized, functionally configured, and affordable agricultural parcels to support diversified agricultural development. Lots created for the purposes of establishing or expanding a private agricultural park shall not be counted in or as part of the number of lots permitted by subsection 19.30A.030.G. Except as otherwise provided in this chapter, the following requirements and standards shall apply for uses, facilities, and structures in areas designated as private agricultural parks;

- A. Individual lot leases or deeds shall provide that the lots is restricted to agricultural purposes;
- B. Lots within private agricultural parks shall be made available for lease or sale;
- C. No permanent or temporary dwellings or farm dwellings, including trailers and campers, shall be permitted within a private agricultural park, unless the following requirement are met:
  - 1. A special use permit, pursuant to section 19.510.070, Maui County Code, has been obtained;
  - 2. The lot on which the dwelling is located is used principally for agriculture, and the occupant of the dwelling provides security or caretaker services for the private agricultural park;
  - 3. A maximum of one dwelling per lot;
  - 4. The private agricultural park shall be subject to a maximum density of one dwelling per twenty-five acres of private agricultural park area; and
  - 5. The dwelling shall be subject to a maximum developable area of seven hundred square feet.
- D. A restrictive covenant excluding dwellings that do not meet the criteria of subsection 19.30A.070.C shall be included in the deed of the lot and run with said lot as long as said lot is within the agricultural district. This restriction shall not prohibit the construction of storage sheds, equipment sheds or other structures appropriate to the agricultural activity carried on within the lot;
- E. Agricultural parks shall not be less than twenty-five acres in size;
- F. Minimum lot area: five acres;
- G. Subdivision requirements, as set forth in the following provisions of Title 18, Maui County Code, shall not apply to private agricultural parks and the lots therein:
  - 1. 18.16.010 to 18.16.180;
  - 2. 18.16.270 to 18.16.310B;
  - 3. 18.16.320;
  - 4. 18.20 to 18.20.090;
  - 5. 18.20.140; and
  - 6. 18.28; and
- H. All requirements set forth herein shall terminate if an area designated as an agricultural park is rezoned to a nonagricultural zoning district. (Ord. 2749 § 3 (part), 1998)

#### **19.30A.080 Agricultural leases.**

- A. Any landowner may enter into an agricultural lease provided that the following conditions are met:
  - 1. The principal use of the leased land is agriculture; and
  - 2. No permanent or temporary dwellings or farm dwellings, including trailers and campers, are constructed on the leased area. This restriction shall not prohibit the construction of storage sheds, equipment sheds or other structures appropriate to the agricultural activity carried on within the lot.
- B. Subdivision requirements, as set forth in Title 18, Maui County Code, shall not apply to agricultural leases. (Ord. 2749 § 3 (part), 1998)

#### **19.30A.090 Substandard agricultural lots.**

Substandard agricultural lots existing prior to the enactment of the ordinance codified in this chapter shall be subject to the following standards:

- A. Lots less than two acres but equal to or greater than one-half acre shall be subject to the yard and building height standards as set forth for lots of such area in section 19.29.020, Maui County Code, and shall be exempt from the maximum developable area restriction of subsection 19.30A.030.D; and
- B. Lots less than one-half acre shall be subject to the yard and building height standards as set forth for lots of such area in sections 19.08.050 and 19.08.060, Maui County Code, and shall be exempt from the maximum developable area restriction of subsection 19.30A.030.D. (Ord. 2749 § 3 (part), 1998)

#### **19.30A.100 Exemptions pursuant to state law.**

- A. If provided by Hawai'i Revised Statutes, for lands legally defined and recognized as kuleana or similar type of land ownership, such as land commission awards or royal patents, the district standards of section 19.30A.030, and the density restriction of subsection 19.30A.050.B.1, shall not apply.

**B. Affordable housing projects as set forth in chapter 201E, Hawai'i Revised Statutes, shall be exempt from the requirements of this chapter. (Ord. 2749 § 3 (part), 1998)**

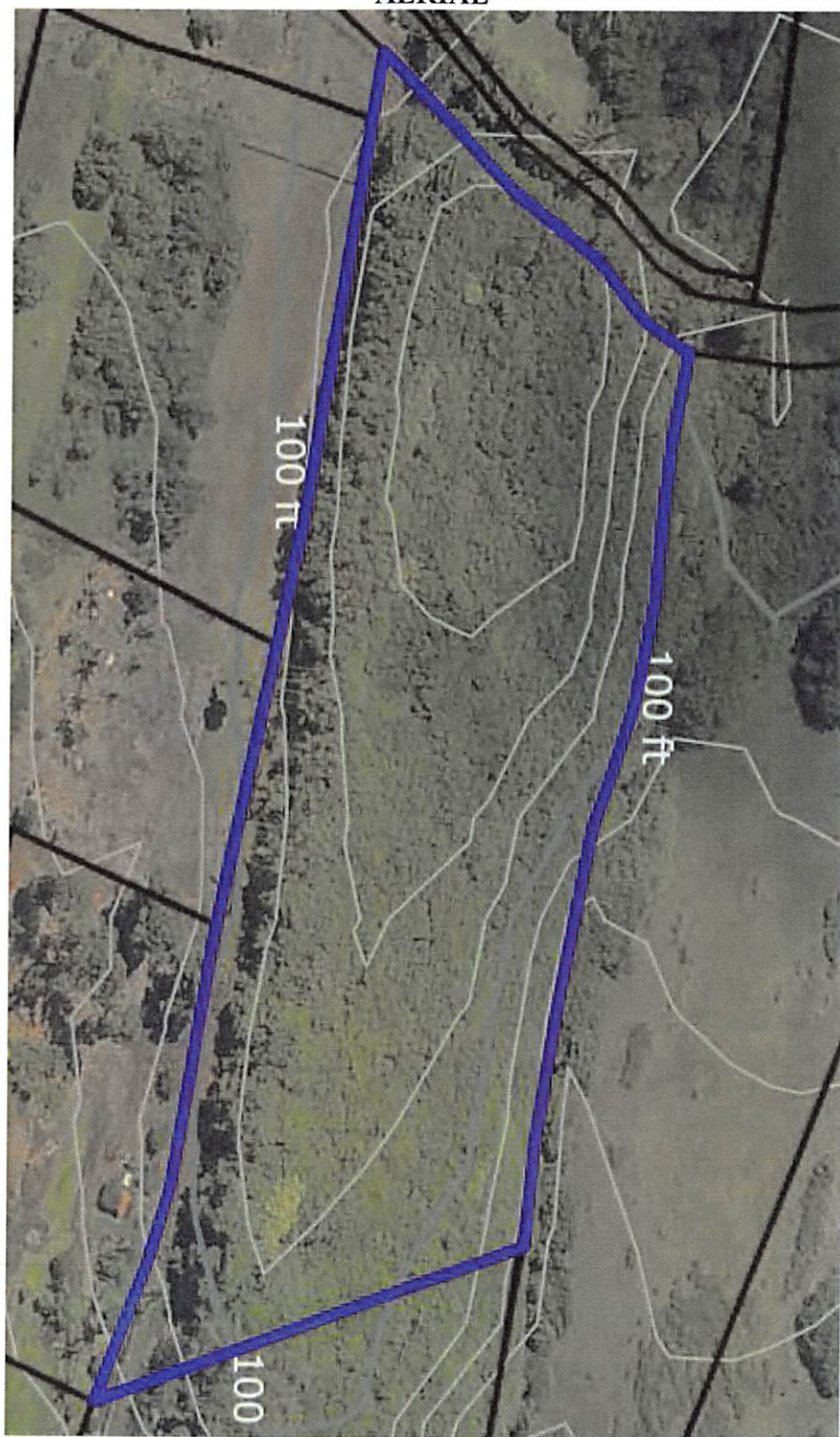
**19.30A.110 Permits issued prior to the enactment of this ordinance.**

**State or County special permits, special use permits, conditional permits and variances issued prior to the enactment of the ordinance codified in this chapter shall remain in full force and effect for their duration, and their renewal shall be subject to the provisions of this chapter. Any dwelling or structure that was constructed with a building permit that was approved prior to the enactment of said ordinance need not acquire a County special use permit, conditional permit or variance and may be reconstructed as permitted by the original building permit(s), and such dwellings or structures may be expanded or modified with a building permit, subject to the other provisions of this chapter and this title. (Ord. 2749 § 3 (part), 1998)**

**19.30A.120 Rule-making authority.**

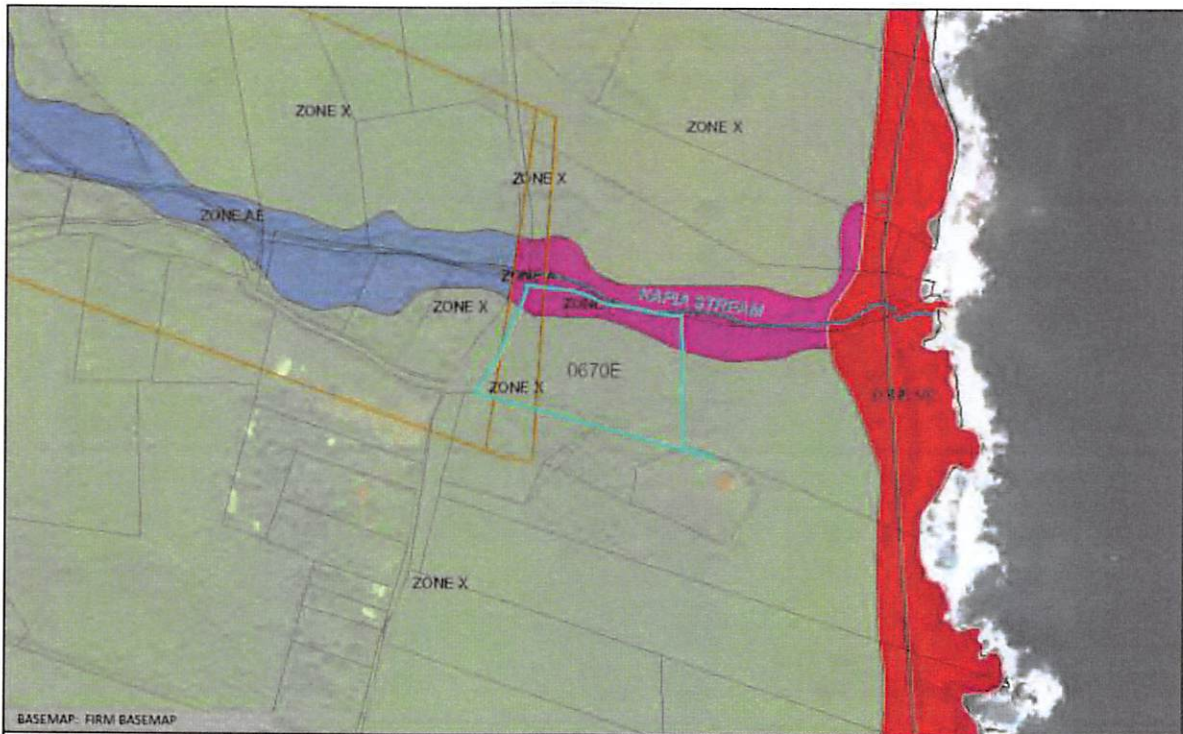
**The planning director and the director of public works and waste management shall have the authority to adopt rules regarding the administration of this chapter. (Ord. 2749 § 3 (part), 1998)**

AERIAL





## FLOOD MAP



BASEMAP: FIRM BASEMAP



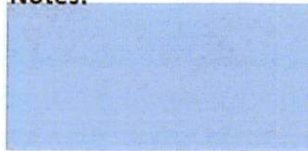
### Flood Hazard Assessment Report

[www.hawaiiinfip.org](http://www.hawaiiinfip.org)

#### Property Information

COUNTY: MAUI  
 TMK NO: (2) 1-4-010-014  
 WATERSHED: KAPIA  
 PARCEL ADDRESS: ADDRESS NOT DETERMINED  
 HANA, HI 96713

#### Notes:



#### Flood Hazard Information

FIRM INDEX DATE: NOVEMBER 04, 2015  
 LETTER OF MAP CHANGE(S): 16-09-2405P, 17-09-0740P  
 FEMA FIRM PANEL: 1500030670E  
 PANEL EFFECTIVE DATE: SEPTEMBER 25, 2009

THIS PROPERTY IS WITHIN A TSUNAMI EVACUATION ZONE: NO  
 FOR MORE INFO, VISIT: <http://www.scd.hawaii.gov/>

THIS PROPERTY IS WITHIN A DAM EVACUATION ZONE: NO  
 FOR MORE INFO, VISIT: <http://dlnr.hawaii.gov/dams/>



0 400 800 ft

*Disclaimer: The Hawaii Department of Land and Natural Resources (DLNR) assumes no responsibility arising from the use, accuracy, completeness, and timeliness of any information contained in this report. Viewers/Users are responsible for verifying the accuracy of the information and agree to indemnify the DLNR, its officers, and employees from any liability which may arise from its use of its data or information.*

*If this map has been identified as "PRELIMINARY", please note that it is being provided for informational purposes and is not to be used for flood insurance rating. Contact your county floodplain manager for flood zone determinations to be used for compliance with local floodplain management regulations.*

#### FLOOD HAZARD ASSESSMENT TOOL LAYER LEGEND (Note: Legend does not correspond with NFHL)

**SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD** - The 1% annual chance flood (100-year), also known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHAs include Zone A, AE, AH, AO, V, and VE. The Base Flood Elevation (BFE) is the water surface elevation of the 1% annual chance flood. Mandatory flood insurance purchase applies in these zones:

	Zone A: No BFE determined.
	Zone AE: BFE determined.
	Zone AH: Flood depths of 1 to 3 feet (usually areas of ponding); BFE determined.
	Zone AO: Flood depths of 1 to 3 feet (usually sheet flow on sloping terrain); average depths determined.
	Zone V: Coastal flood zone with velocity hazard (wave action); no BFE determined.
	Zone VE: Coastal flood zone with velocity hazard (wave action); BFE determined.
	Zone AEF: Floodway areas in Zone AE. The floodway is the channel of stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without increasing the BFE.

**NON-SPECIAL FLOOD HAZARD AREA** - An area in a low-to-moderate risk flood zone. No mandatory flood insurance purchase requirements apply, but coverage is available in participating communities.

	Zone XS [X shaded]: Areas of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot or with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.
	Zone X: Areas determined to be outside the 0.2% annual chance floodplain.

#### OTHER FLOOD AREAS

	Zone D: Unstudied areas where flood hazards are undetermined, but flooding is possible. No mandatory flood insurance purchase apply, but coverage is available in participating communities.
--	--

## Hana Hwy, Hana, HI 96713, Maui County Active Listing

Property Detail Comparables Market Trends Neighbors Neighborhood Profile Assessor Map Building Sketch

### Demographics

#### Population

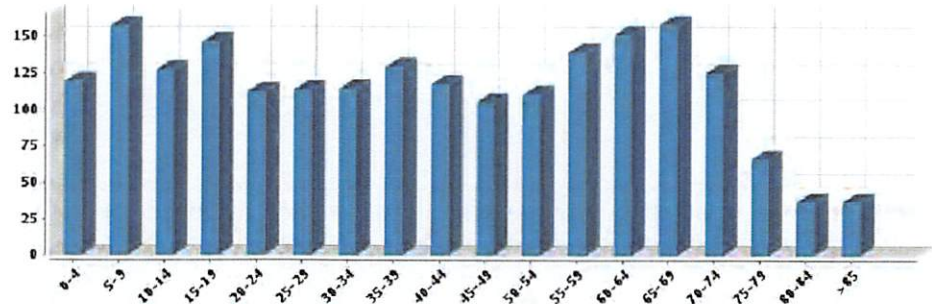
##### Summary

Estimated Population:	2,063
Population Growth (since 2010):	3.7%
Population Density (ppl / mile):	20
Median Age:	40.62

##### Household

Number of Households:	738
Household Size (ppl):	3
Households w/ Children:	177

#### Age



#### Housing

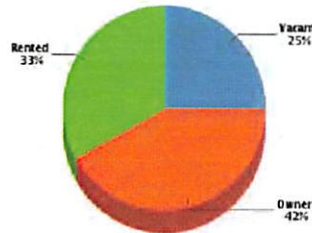
##### Summary

Median Home Sale Price:	\$585,000
Median Year Built:	1973

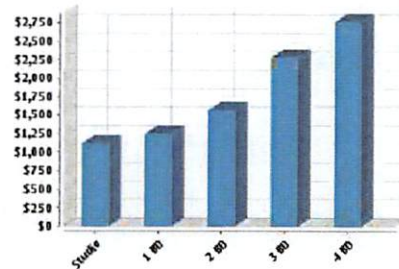
##### Stability

Data not available

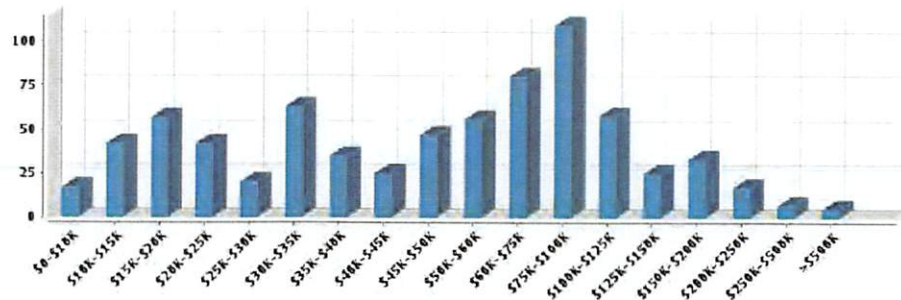
#### Occupancy



#### Fair Market Rents (County)



#### Household Income



Average Household Income: \$70,596

Average Per Capita Income: \$25,233

## **Exhibit B**

### **Request for Agency Comments**

#### **Ke Ao Hali'i – Maka'alaе, Kakio 014, Mokae Maui**

<b>Agencies</b>	<b>Status</b>
DLNR – Officer of Conservation and Coastal Lands	Comments attached, all parcels addressed in one letter
TNC Maui, Marine Program	Comments attached, all parcels addressed in one letter
CoM Department of Planning	Comments attached, all parcels addressed in one letter
CoM Department of Parks and Recreation	Comments attached, parcels addressed in individually -Makaalae -Mokae -Kakio
CoM Department of Public Works	Comments attached, parcels addressed in individually -Makaalae -Mokae -Kakio
CoM Department of Management	No response
CoM Council Member Sinenci	No response
SHPD	No response



DAVID Y. IGE  
GOVERNOR OF  
HAWAII



STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
OFFICE OF CONSERVATION AND COASTAL LANDS  
POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

SUZANNE D. CASE  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA  
FIRST DEPUTY

M. KALEO MANUEL  
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

REF: OCCL: TF

COR: MA 21-80

Chana Makale'a Dudoit Ane  
Resilience Officer, Office of the Mayor  
County of Maui  
200 S. High Street  
Wailuku, Maui, HI 96793

JAN 27 2021

**SUBJECT:** Acquisition at Kaiko, Makaalae, & Mokae, Maui, Hawaii.  
Located at Waiohonu-Kaiko, Kaiko, & Makaalea, Hana, Maui  
TMKs: (2) 1-4-010:008, (2) 1-4-010:009, (2) 1-4-010:010, (2) 1-4-010:012,  
(2) 1-4-010:014, (2) 1-4-010:030, (2) 1-4-010:032, (2) 1-4-010:034, (2) 1-4-  
012:002

Dear Ms. Dudoit Ane:

This is a corrected Correspondence Letter with the corrected addressee being Ms. Dudoit Ane. This letter replaces the previously letter sent. The Office of Conservation and Coastal Lands (OCCL) is in receipt of your transmittal letter and attachments regarding the subject matter. According to the information you provided, the County of Maui Office of Climate Action, Sustainability, and Resiliency is seeking agency comments and recommendations for the acquisition of the subject parcels. The acquisition of the subject parcels is part of a grant to put these lands into a perpetual conservation easement with the Hawaiian Islands Land Trust.

The OCCL regulates land uses in the State Land Use Conservation District through the issuance of Conservation District Use Permits and Site Plan Approvals to help conserve, protect, and preserve important natural and cultural resources. We appreciate the opportunity to review and provide our comments on the subject matter. The parcels with the TMKs: (2) 1-4-010:008, (2) 1-4-010:014, and (2) 1-4-010:030 appear to lie in the State Land Use Agriculture District and not in Conservation District. It appears that portions of the parcels with the TMKs: (2) 1-4-010:009, (2) 1-4-010:010, (2) 1-4-010:012, (2) 1-4-010:032, (2) 1-4-010:034, and (2) 1-4-012:002 appear to lie in the Limited Subzone of the State Land Use Conservation District. The objective of the Limited Subzone is to limit uses where natural conditions suggest constraints on human activities. Based on the information you have provided; it appears that the acquisition of the subject parcels and their placement in a perpetual conservation easement would support this objective. Additionally, it appears that there are plans to conduct future land and resource management activities on the parcels. The OCCL encourages the future landowner(s) to read Hawaii Administrative Rules (HAR) Chapter 13-5 CONSERVATION DISTRICT and consult

REF: OCCL: TF

COR: MA 21-80

Chana Makale'a Dudoit Ane

Resilience Officer, Office of the Mayor

with our office prior to initiating any proposed land uses in the Conservation District. A copy of HAR Chapter 13-5 can be obtained at <https://dlnr.hawaii.gov/occl/rules/>.

Should you have any questions, please feel free to contact Trevor Fitzpatrick of the Office of Conservation and Coastal Lands at 798-6660 or [trevor.j.fitzpatrick@hawaii.gov](mailto:trevor.j.fitzpatrick@hawaii.gov).

Sincerely,

*Sam Lemmo*

Samuel J. Lemmo, Administrator  
Office of Conservation and Coastal Lands

CC: *Chairperson*  
*Maui Land Division Office*  
*County of Maui Department of Planning*

Chana Makale'a Dudoit Ane  
Resilience Officer  
Office of the Mayor  
County of Maui  
200 s. High Street  
Wailuku, Maui, Hawai'i 96793

Re: TMKs: (2)1-4-012:002 and (2)1-4-010:030, 032, 034 at Maka'ala, Maui; TMKs: (2)1-4-010:008, 009, 010, 012 at Mokae, Maui; and TMKs: (2)1-4-010:014 at Kakio, Maui, Hawaii.

Dear Ms. Ane,

The Nature Conservancy would like to express our support for the use of County of Maui funds to purchase lands to be preserved in a perpetual conservation easement held by the Hawaiian Islands Land Trust and managed by community organization Ke Ao Hāli'i.

Individually and collectively the proposal to acquire the land parcels at Maka'ala, Mokae, and Kakio represents the protection of significant conservation, recreation, ecological, historical, cultural, and aesthetic values - protecting this coastal region from development and other uses that could degrade these values. While the parcels are not directly connected, they contribute toward the goal of conserving the entire coastline consistent with community plans.

The primary ecological values are native coastal strand vegetation, connectivity from mauka to makai via intermittent streams and subterranean ground water flow, the exceptional estuary (muliwai) at the mouth of Waioka stream and the native stream and marine life found there, and the extraordinary intertidal, nearshore, and coral reef ecosystems. The young volcanic substrate in this area is highly porous, soaking up the rain and cloud drip collected high above in the forests of Haleakalā, and seeping out at the coast and nearshore areas. This ecological function minimizes pollution and sediment run-off thus supporting some of the most rich, diverse and productive limu (algae) gathering grounds on Maui.

The Ke Ao Hāli'i proposal directly advances the objectives and policies set forth in the County's Hana Community Plan (1994). It is wholly consistent with objectives for land use and environment: *"Land use: Objectives and Policies 1. Preserve existing mauka open space vistas throughout the State Agricultural and Conservation Districts and existing coastal open space vistas by discouraging linear development along the highways traversing the Hana District. Environment: Objectives and Policies 1. Protect, preserve and increase the Hana region's natural marine, coastal and inland resources, encouraging comprehensive resource management programs."*

The Conservancy has been supporting community-based management in East Maui for the past 12 years, through science, policy, communications and planning to achieve effective management of marine resources in the context of traditional and customary practices.

We are a founding kāko'o (supporting) member of the Maui Nui Makai Network ([mauinui.net](http://mauinui.net)) and were fortunate to do a site visit to these lands as part of a Network gathering in Hana in 2019. With Maui Nui Makai Network, Kīpahulu 'Ohana and Na Mamo O Mūole'a we co-led a series of two-day Mālama I Ke Kai Community Action Planning workshops with communities across East Maui. Ke Ao Hāli'i was an active participant with its board members and supporters attending to develop their land and shoreline management plans for the Maka'ala, Mokae, and Kokio lands that they are in the process of acquiring. In their community plan, Ke Ao Hāli'i has carefully considered management of open space, pasture, subsistence fishing and shoreline

BOARD OF TRUSTEES

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*Founders:* Samuel A. Cooke Herbert C. Cornuelle

The Nature Conservancy, Hawai'i Program

February 5, 2021

Page 2

gathering, other traditional and customary practices, native ecosystem (e.g., plant and seabird) habitat restoration, and public recreational uses, access management, and code of conducts. We continue to offer our support to Ke Ao Hāli'i as they work on their coastal and ocean management planning and implementation through an inclusive process with stakeholders, agencies and other partners.

Ke Ao Hāli'i is well positioned for long-term stewardship. We are familiar with the strong leadership on the board through our interactions during the site visit and workshops, and from our ongoing conservation work with communities in East Maui. We are impressed with the depth of passion, commitment, leadership, expertise, and experience that they bring to enduring management and conservation.

Sincerely,

A handwritten signature in black ink, appearing to read "Emily J. Fielding". The signature is fluid and cursive, with a large, stylized "E" and "J".

Emily J. Fielding  
Maui Marine Program Director

**ChanaMakalea DudoitAne - Re: Seeking agency comments**

---

**From:** Michele McLean  
**To:** DudoitAne, ChanaMakalea  
**Date:** 1/7/2021 11:39 AM  
**Subject:** Re: Seeking agency comments  
**Cc:** Victorino, Michael

---

Aloha Makale'a,

This appears to be a great opportunity but I have a few questions, comments and requests:

Would you or the requestor be able to provide one map that shows all of these parcels that are subject to the three acquisition requests PLUS the parcels that HRP will donate if the acquisitions are successful, and the total acreage?

It would also be helpful for this map to have a key for how much funding is being asked for which parcels (and the related donations), since a total of \$3.6 million is being requested.

I understand why they are separate applications, but it makes the analysis a little difficult.

FYI, your first letter references the wrong TMKs -- it cites 5-7-005: 002 and 027, which are on Molokai. And the attachment transposes the correct TMK on its page 3 under Property Description -- it's 1-4-012: 002 and 1-4-010: 030, 032 and 034 (not 4-1-010....).

The land use designations for this area are generally agriculture for the mauka portions, and conservation for the makai portions. There are some floodway designations. These would restrict development to a degree, but the proposals are correct that most of these parcels could be developed (at least the mauka ag portions) with two farm dwellings and other ag structures, and would therefore not be available for public use and access.

I have no reason to question the benefits that they say the acquisitions and project will bring; I think it simply comes down to County resources and what requests rise to the top. Having the single map will assist in demonstrating the "bang for the buck" since it is significant acreage. It would also be worthwhile to hear from CM Sinenci and others in East Maui to determine if these lands are the priority for preservation. Lastly, this request has to be measured against any other requests there may be for spending from this fund.

Please let me know if you have any questions.

Mahalo for requesting our input,  
Michele.

Michele.

>>> ChanaMakalea DudoitAne 1/6/2021 1:50 PM >>>  
Aloha Director Michele McLean,



The County of Maui is seeking your feedback on three (3) parcels being proposed for procurement through CoM Open Space funding. Please find individual letters seeking input from your agency on these acquisitions. If you have any questions please feel free to contact me at [808-270-8250](tel:808-270-8250)

Malama Ola,  
Makale'a Ane

Chana Makale'a Dudoit Ane

**Resilience Officer**

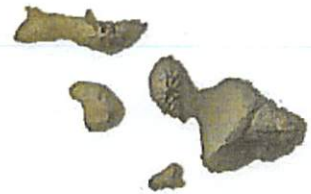
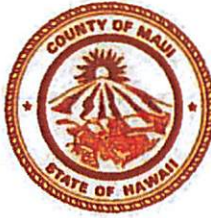
County of Maui  
Mayor's Office of Climate Change, Sustainability, and Resiliency  
Kalana O Maui Building  
200 South High Street  
9th Floor  
Wailuku, Maui, HI 96793  
[808-270-8250](tel:808-270-8250)



MICHAEL P. VICTORINO  
Mayor

KARLA H. PETERS  
Director

MARY A. KIELTY  
Deputy Director



## DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nako Street, Unit 2, Wailuku, Hawai'i 96793  
Main Line (808) 270-7230 / Facsimile (808) 270-7942

January 11, 2021

Makale'a Ane, Resiliency Officer  
County of Maui  
Office of the Mayor  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Dear Ms. Ane:

**SUBJECT: ACQUISITION AT MAKALAE, HANA, MAUI, HAWAII**  
**TMK: (2)1-4-012:002 AND (2)1-4-010:030, 032, 034**

Thank you for the opportunity to review the grant application. We have reviewed the grant application and support the grant request. The proposal appears to meet the three criteria listed in your letter of January 6, 2021. Our comments about how the proposal meet the criteria are described below.

- A. *The proposal demonstrates that areas within the subject property with significant conservation, recreation, ecological, historical, cultural, or aesthetic values, or that are threatened by conversion from their natural or recreational state to other uses, will be protected.* The site appears to have significant value as a recreational and natural resource. Although much of the site's pre-contact cultural and historical evidence has been lost, it has been and should continue to be an important place for local families to conduct subsistence activities and to recreate.
- B. *The proposal demonstrates that areas within the subject property with significant ecological value can be effectively managed and protected.* The proposal describes an overall strategy to develop a long-term management plan, which will be critical in protecting the site's environmental resources

and its value to local residents as a recreational area. Moreover, the properties will be managed under the auspices of the Hawaiian Islands Land Trust, an organization with a record of responsible land stewardship.

- C. *The proposal directly advances the objectives and policies set forth in the County's community plan for the particular region the subject property is located in.* The Hana Community Plan (1994) includes several policies that will be implemented by the grant proposal. These policies include:

### **Environment**

**Goal:** Protection and management of Hana's land, water and ocean resources to ensure that future generations can enjoy the region's exceptional environmental qualities.

#### **Objectives and Policies:**

1. Protect, preserve and increase the Hana region's natural marine, coastal and inland resources, encouraging comprehensive resource management programs.
2. Recognize residents' traditional uses of the region's natural resources which balance environmental protection and self-sufficiency.
3. Manage, protect, and where appropriate, restore areas which have significant indigenous flora and fauna habitat resource value.
4. Discourage water or land development and activities which threaten the biological diversity of the Hana region and degrade the existing quality of the region's (1) air and noise character, (2) marine, surface and ground water and (3) scenic resources and vistas.
5. Encourage resource management programs that maintain and re-establish indigenous and endemic flora and fauna in the Hana region.
6. Protect, restore and preserve native aquatic habitats and resources within and along all streams within the Hana District by (1) protecting existing instream flows, and (2) regulating diversions of stream waters.

### **Cultural Resources**

**Goal:** Identification, preservation, protection, and where appropriate, restoration of significant cultural resources and practices that provide a sense of history and identity for the Hana region.

**Objectives and Policies:**

1. Identify, preserve and protect historically, archaeologically and culturally significant areas, sites, and features within the Hana District.
2. Acknowledge and respect family ancestral ties to cultural resources.
3. Encourage community stewardship of historic sites and provide for the curation of artifacts in the Hana region.
4. Promote the cultural resources of the Hana region as an identifying characteristic of the people and the place.
5. Encourage the restoration and use of lo'i kalo (taro terraces) found in the Hana region.
6. Encourage and protect traditional mauka and makai accesses for traditional cultural uses and practices.
7. Promote development of educational and cultural programs which emphasize the perpetuation of Hawaiian and other ethnic arts, crafts and practices.

For these reasons, the department supports the grant request. Should you have any questions, please contact me or David Yamashita, Planner VI at 270-6508.

Sincerely,



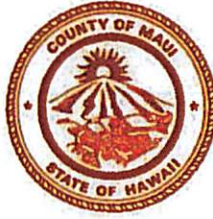
**KARLA H. PETERS**  
Director of Parks and Recreation

KHP:DY

MICHAEL P. VICTORINO  
Mayor

KARLA H. PETERS  
Director

MARY A. KIELTY  
Deputy Director



## DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nako Street, Unit 2, Wailuku, Hawai'i 96793  
Main Line (808) 270-7230 / Facsimile (808) 270-7942

January 11, 2021

Makale'a Ane, Resiliency Officer  
County of Maui  
Office of the Mayor  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Dear Ms. Ane:

**SUBJECT: ACQUISITION AT MOKAE, HANA, MAUI, HAWAII**  
**TMK: (2)1-4-010:008, 009, 010 AND 012**

Thank you for the opportunity to review the grant application. We have reviewed the grant application and support the grant request. The proposal appears to meet the three criteria listed in your letter of January 6, 2021. Our comments about how the proposal meet the criteria are described below.

- A. *The proposal demonstrates that areas within the subject property with significant conservation, recreation, ecological, historical, cultural, or aesthetic values, or that are threatened by conversion from their natural or recreational state to other uses, will be protected.* Acquisition of these four parcels is critical because it would result in a contiguous area of more than 35 acres from Hana Highway to the ocean that would be protected. Acquisition is important also to avoid future residential development, which has already been proposed by a prospective buyer. Although much of the site's pre-contact cultural and historical evidence has been lost, it has been and should continue to be an important place for local families to conduct subsistence activities and to recreate.



- B. *The proposal demonstrates that areas within the subject property with significant ecological value can be effectively managed and protected.* The proposal describes an overall strategy to develop a long - term management plan, which will be critical in protecting the site's environmental resources and its value to local residents as a recreational area. Moreover, the properties will be managed under the auspices of the Hawaiian Islands Land Trust, an organization with a record of responsible land stewardship.
- C. *The proposal directly advances the objectives and policies set forth in the County's community plan for the particular region the subject property is located in.* The Hana Community Plan (1994) includes several policies that will be implemented by the grant proposal. These policies include:

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**Goal:** Protection and management of Hana's land, water and ocean resources to ensure that future generations can enjoy the region's exceptional environmental qualities.

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## **Cultural Resources**

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6. Encourage and protect traditional mauka and makai accesses for traditional cultural uses and practices.
7. Promote development of educational and cultural programs which emphasize the perpetuation of Hawaiian and other ethnic arts, crafts and practices.

For these reasons, the department supports the grant request. If you have any questions, you can contact me or David Yamashita, Planner VI at 270-6508.

Sincerely,



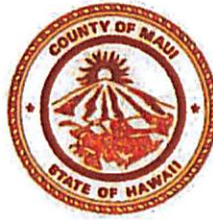
**KARLA H. PETERS**  
Director of Parks and Recreation

KHP:DY

MICHAEL P. VICTORINO  
Mayor

KARLA H. PETERS  
Director

MARY A. KIELTY  
Deputy Director



## DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nakoa Street, Unit 2, Wailuku, Hawai'i 96793  
Main Line (808) 270-7230 / Facsimile (808) 270-7942

January 11, 2021

Makale'a Ane, Resiliency Officer  
County of Maui  
Office of the Mayor  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Dear Ms. Ane:

**SUBJECT: ACQUISITION AT KAKIO, HANA, MAUI, HAWAII**  
**TMK: (2)1-4-010:014**

Thank you for the opportunity to review the grant application. We have reviewed the grant application and support the grant request. The proposal appears to meet the three criteria listed in your letter of January 6, 2021. Our comments about how the proposal meet the criteria are described below.

- A. *The proposal demonstrates that areas within the subject property with significant conservation, recreation, ecological, historical, cultural, or aesthetic values, or that are threatened by conversion from their natural or recreational state to other uses, will be protected.* The site appears to have special educational potential because of its archaeological and cultural significance. In addition, Waikapia Stream empties into the ocean at a site described by local residents as the most important limu beds in Hana. As a result, it is essential that the stream be protected from development to prevent sedimentation and runoff, which would affect the quality of the stream and offshore habitat. Moreover, the site is known to be the only parcel in the area that was not altered by sugar plantations or ranches.

- B. *The proposal demonstrates that areas within the subject property with significant ecological value can be effectively managed and protected.* The proposal describes an overall strategy to develop a long-term management plan, which will be critical in protecting the site's environmental resources and its value to local residents as a recreational area. Moreover, the properties will be managed under the auspices of the Hawaiian Islands Land Trust, an organization with a record of responsible land stewardship.
- C. *The proposal directly advances the objectives and policies set forth in the County's community plan for the particular region the subject property is located in.* The Hana Community Plan (1994) includes several policies that will be implemented by the grant proposal. These policies include:

### **Environment**

**Goal:** Protection and management of Hana's land, water and ocean resources to ensure that future generations can enjoy the region's exceptional environmental qualities.

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7. Promote development of educational and cultural programs which emphasize the perpetuation of Hawaiian and other ethnic arts, crafts and practices.

For these reasons, the department supports the grant request. Should you have any questions, please contact me or David Yamashita, Planner VI at 270-6508.

Sincerely,



**KARLA H. PETERS**  
Director of Parks and Recreation

KHP:DY



MICHAEL P. VICTORINO  
Mayor

ROWENA M. DAGDAG-ANDAYA  
Director

JORDAN MOLINA  
Deputy Director

GLEN A. UENO, P.E., L.S.  
Development Services Administration

RODRIGO "CHICO" RABARA, P.E.  
Engineering Division

JOHN R. SMITH, P.E.  
Highways Division

Telephone: (808) 270-7845  
Fax: (808) 270-7955



COUNTY OF MAUI  
**DEPARTMENT OF PUBLIC WORKS**  
200 SOUTH HIGH STREET, ROOM 434  
WAILUKU, MAUI, HAWAII 96793

January 27, 2021

MEMO TO: CHANA MAKALE'A DUDOIT ANE, RESILIENCE OFFICER

FR FROM: ROWENA DAGDAG-ANDAYA, DIRECTOR OF PUBLIC WORKS *jm*

SUBJECT: **ACQUISITION AT MAKAAALAE, MAUI, HAWAII**  
**TMK: (2) 1-4-012:002; 1-4-010:030,032,034**  
**REQUEST FOR COMMENTS**

We reviewed the subject application and have the following comments:

Comments from the Engineering Division:

1. The subject parcels are makai of and/or abuts Hana Highway, located between Waiohonu Stream and Waikapia Stream.
2. There were no indications that the acquisition would interrupt the natural flow of water from properties mauka of Hana Highway onto the subject parcel.
3. Parcel 2 contains a heavily used footpath to Waioka Pond. Parcel 30 includes a gate and road to access Parcel 32. The entire area is popular with the community and visitors for a variety of activities. There are no indications in the plan that the County is expected to maintain any access areas.
4. A title report would reveal any land interests the County may have in the subject properties.

Memo to Chana Makale'a Dudoit Ane, Resilience Officer  
January 27, 2021  
Page 2

5. Query as to whether the Department of Planning and Department of Finance have been asked to comment regarding use and compliance with community plans.
6. The applicant is urged to prioritize parking management for users to Waioke Pond. Users currently park along the narrow shoulders of Hana Highway and encroach into the travel lanes creating a traffic hazard. By using public funds for the purchase, these lands become public lands and an increase in visitation can be expected which will exacerbate the parking hazards in the area.

If you have any questions regarding this memorandum, please call Jordan Molina at 270-7845.

RMDA:JM:da

xc: Highways Division  
Engineering Division

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MICHAEL P. VICTORINO  
Mayor

ROWENA M. DAGDAG-ANDAYA  
Director

JORDAN MOLINA  
Deputy Director

GLEN A. UENO, P.E., L.S.  
Development Services Administration

RODRIGO "CHICO" RABARA, P.E.  
Engineering Division

JOHN R. SMITH, P.E.  
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COUNTY OF MAUI  
**DEPARTMENT OF PUBLIC WORKS**  
200 SOUTH HIGH STREET, ROOM 434  
WAILUKU, MAUI, HAWAII 96793

January 27, 2021

MEMO TO: CHANA MAKALE'A DUDOIT ANE, RESILIENCE OFFICER

FROM: ROWENA DAGDAG-ANDAYA, DIRECTOR OF PUBLIC WORKS *gm*

*Pol* SUBJECT: **ACQUISITION AT MOKAE, MAUI, HAWAII**  
**TMK: (2) 1-4-010:008, 009, 010, 012**  
**REQUEST FOR COMMENTS**

We reviewed the subject application and have the following comments:

Comment from the Highways Division:

1. Highways Division requests responsible party for the maintenance of vehicle access for Mokae be clear once determined.

Comments from the Engineering Division:

2. All subject parcels abut and/or are located makai of Hana Highway. Thus, the acquisition should have minimal impact on Hana Highway. Parcel 12 abuts Kapia Stream.
3. There were no indications that the acquisition would interrupt the natural flow of water from properties mauka of Hana Highway onto the subject parcels.
4. A title report would reveal any land interests the County may have in the subject parcels.
5. Query as to whether the Department of Planning and Department of Finance have been asked to comment regarding use and compliance with community plans.

If you have any questions regarding this memorandum, please call Jordan Molina at 270-7845.

RMDA:JM:da

xc: Highways Division  
Engineering Division

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MICHAEL P. VICTORINO  
Mayor

ROWENA M. DAGDAG-ANDAYA  
Director

JORDAN MOLINA  
Deputy Director

GLEN A. UENO, P.E., L.S.  
Development Services Administration

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COUNTY OF MAUI  
**DEPARTMENT OF PUBLIC WORKS**  
200 SOUTH HIGH STREET, ROOM 434  
WAILUKU, MAUI, HAWAII 96793

January 27, 2021

MEMO TO: CHANA MAKALE'A DUDOIT ANE, RESILIENCE OFFICER

FROM: ROWENA DAGDAG-ANDAYA, DIRECTOR OF PUBLIC WORKS *AM*

SUBJECT: **ACQUISITION AT KAKIO, MAUI, HAWAII**  
**TMK: (2) 1-4-010:014**  
**REQUEST FOR COMMENTS**

We reviewed the subject application and have the following comments:

Comments from the Engineering Division:

1. The subject parcel is makai of and abuts Hana Highway. A portion of its boundary extends to the center of Waikapi Stream.
2. There were no indications that the acquisition would interrupt the natural flow of water from properties mauka of Hana Highway onto the subject parcel.
3. A title report would reveal any land interests the County may have in the subject parcel.
4. Query as to whether the Department of Planning and Department of Finance have been asked to comment regarding use and compliance with community plans.

If you have any questions regarding this memorandum, please call Jordan Molina at 270-7845.

RMDA:JM:da

xc: Highways Division  
Engineering Division

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**Exhibit C:  
Grant Agreement**

**G5341 Ke Ao Hali'i**

**GRANT AGREEMENT OF COUNTY FUNDS**

**Ke Ao Hali'i  
(Grant No. G5341)**

**PURCHASE OF TMK Numbers (2) 1-4-012:002,  
(2) 1-4-010:030, (2) 1-4-010:032, (2) 1-4-010:034,  
(2) 1-4-010:008, (2) 1-4-010:009, (2) 1-4-010:010,  
(2) 1-4-010:012, and (2) 1-4-010-014  
IN HANA, MAUI, HAWAII**

Source of Funds: 101400  
Open Space, Natural Resources,  
Cultural Resources, and Scenic Views  
Preservation Fund

Certification Requested from County: \$3,600,000

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between KE AO HALI'I, a Hawaii nonprofit corporation, whose mailing address is P.O. BOX 115, HANA, Hawaii 96713, hereinafter called "Grantee", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "County", collectively referred to as the "Parties".

**W I T N E S S E T H:**

WHEREAS, the County desires to support and encourage Grantee's proposal, as more fully described in Exhibits "B" and "C", attached hereto and made a part hereof (hereinafter, "Program"); and

WHEREAS, the County has reviewed the Grantee's application for a grant of County funds in furtherance of this goal, and finds the application complies with the requirements set forth in Chapter



3.88, Maui County Code ("MCC"), as amended; and

WHEREAS, the Maui County Council (the "Council") appropriated funds from the Open Space Fund for the purpose of acquiring these parcels of property described in Exhibits "B" and "C" for land conservation purposes as set forth in Chapter 3.88, MCC; and

NOW, THEREFORE, the Parties, in consideration of the mutual promises hereinafter set forth, hereby agree as follows:

A. General Conditions. In consideration of a grant of County funds, the Grantee shall agree to and complete its Program in accordance with the General Terms and Conditions, attached hereto as Exhibit "A" and made a part hereof.

B. Scope of Program. Grantee shall complete its Program in accordance with Exhibits "B" and "C", attached hereto and made a part herein.

C. Property Description. The real property to be acquired with this grant is described on page three (3) of Exhibit "B" and page three (3) of Exhibit "C".

D. Program Budget. The County agrees to make available as a grant to the Grantee, a sum not to exceed THREE MILLION SIX HUNDRED AND NO/100 DOLLARS (\$3,600,000) in grant funds. Grantee shall utilize all County funds granted hereunder solely for Grantee's Program as described in Exhibits "B" and "C". The County shall review and approve the following prior to any grant funds being released:

1. All documentation related to other funding sources for the Program;
2. Final Budget (sources and uses) for the Program; and
3. Other items as deemed necessary by the County.

E. Performance Schedule. The duration of this Agreement shall begin on the County's Notice to Proceed and end December 31, 2021, provided that the Parties may extend the term by written agreement.

F. Special Conditions. The following special conditions shall apply and the Grantee shall agree to and complete its Program in accordance with these Special Conditions. In the event that a Special Condition conflicts with any General Term and Condition, the Special Conditions shall control.

**Special Condition 1)** Compliance with Section 3.88.070(A), MCC, is required. Specifically:

- a) Title to or other interest in the subject property acquired by Grantee with funds wholly or partially provided under Chapter 3.88, MCC, shall be held in perpetuity by Grantee unless conveyed to the County or another qualified land conservation organization or agency approved by the Council.
- b) The Grantee shall submit to the Mayor or the Mayor's Designee annual reports for the first three years documenting progress toward implementation of the long-term management plan and compliance with terms and conditions of this grant. Each report shall be incorporated into the Director of Finance's next quarterly report to the Council. Subsequent annual reports will be provided to the County as specified in the perpetual conservation easement.
- c) In the event that the Grantee dissolves, title to

or other interest in the subject property shall be conveyed to the County or to another qualified land conservation organization or agency approved by the Council.

- d) Pursuant to section 3.88.070(B), MCC, the Grantee shall convey to the County at closing a perpetual conservation easement, if the Grantee receives fee simple title to the property.
- e) The subject property shall not be sold, exchanged, divested, or converted to other uses that are inconsistent with the purposes as set forth in the conservation easement without the prior approval of the Council by resolution.
- f) The Grantee shall not mortgage, hypothecate, or pledge the subject property or any portion thereof without the prior approval of the Council by resolution.

**Special Condition 2)** Compliance with Section 3.88.070(B), MCC, is required. Specifically:

- a) If Grantee, as the land conservation organization, receives fee simple title to the property, the land conservation organization shall convey to the County, at closing, a perpetual conservation easement, subject to the Council's approval pursuant to Chapter 3.44, MCC, as amended. The easement shall contain, among other things, restrictive covenants in substantially the following form:

- 1) This property has been acquired by KE AO HALI'I with funds from the Maui County Open Space, Natural Resources, Cultural Resources, and Scenic Views Preservation Fund. Upon dissolution of KE AO HALI'I, title to or interest in this property shall be conveyed to the County or to another qualified land conservation organization or agency approved by the Council;
- 2) The general public shall be allowed reasonable access to this property, provided that access may be limited or controlled for cultural and environmental resource protection and public safety; and
- 3) This property shall be managed for land conservation purposes only and shall not be converted to other uses except as approved by the Council at such time as the potential conversions may be contemplated.

**Special Condition 3)** Compliance with Section 3.88.070(C), MCC, is required. Specifically:

- a) The escrow company used to complete the closing of the subject property shall provide the Mayor or the Mayor's Designee with copies of the closing documents, including a copy of the recorded deed, within sixty days of recordation of the deed. The escrow company shall be instructed that the conservation easement shall be recorded before, or at the time of, closing.

G. Conflict. In the event of any conflict between or among this Agreement and other documents that are attached hereto or

incorporated herein by reference or both, the terms of this Agreement shall control first, the County's General Conditions second, other documents prepared by the County third, and documents prepared or submitted, or both, by the Grantee last.

H. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid. Notice required to be given to the County shall be sent to:

Office of the Mayor	with a copy to:
County of Maui	Resilience Officer
200 S. High St.	County of Maui
Kalana O Maui Bldg 9th	200 S. High St.
Fl.	Kalana O Maui Bldg 9th
Wailuku, HI 96793	Fl.
	Wailuku, HI 96793

Notice to the Grantee shall be sent to the Grantee's address as indicated in this Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The Grantee is responsible for notifying the County in writing of any change of address.

I. Officer-in-Charge. The Mayor of the County of Maui, or an authorized representative, shall be the Officer-in-Charge for all matters related to this Agreement, and shall have the right to oversee the successful completion of Grantee's obligations, including monitoring, coordinating and assessing Grantee's performance and approving completed work/services with verification of same for Grantee's invoices or requests for payment. The Officer-in-Charge also serves as the point of contact for the Grantee from award to Program completion.



J. Entire Agreement. This Agreement and the exhibits and attachments hereto set forth all of the covenants, provisions, Agreements, conditions, and understandings between the Parties and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between the Parties other than herein set forth.

K. Severability. If any provision of this Agreement is held invalid, the other provisions of this Agreement shall not be affected thereby. If the application of the Agreement or any of its provisions, to any person or circumstance is held invalid, the application of the Agreement and its provisions to other persons or circumstances shall not be affected thereby.

L. Amendments. This Agreement shall not be amended, modified or otherwise changed in any respect except by a writing duly executed by authorized representatives of the Parties.

M. Counterparts and Electronic Signatures. This Agreement may be executed 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. The Parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the day, month and year first above written.

**SIGNATURE PAGES TO FOLLOW**

**REMAINDER OF PAGE INTENTIONALLY LEFT BLANK**

GRANTEE:

KE AO HALI'I

By



(Signature)

Scott Crawford


(Print Name)

Its

Chair

(Title)

By



(Signature)

Lipoa R. Kahaleuahi

(Print Name)

Its

Secretary

(Title)

COUNTY OF MAUI:

By \_\_\_\_\_  
MICHAEL P. VICTORINO  
Its Mayor

APPROVAL RECOMMENDED:

\_\_\_\_\_  
TYSON MIYAKE  
Chief of Staff

\_\_\_\_\_  
MICHELE M. YOSHIMURA  
Budget Director

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
STEPHANIE CHEN  
Deputy Corporation Counsel  
(LF 2020-1777)  
G5341 Ke Ao Hali'i

## **EXHIBIT "A"**

### **GENERAL TERMS AND CONDITIONS**

In consideration of the grant of County funds, Grantee covenants and agrees to the following terms and conditions in the use and administration of County funds. In the event the following conditions conflict with any term, provision, condition and/or covenant contained in the body of the Agreement and any subsequent amendments, the terms, provisions, conditions and/or covenants contained in said body shall prevail.

- 1) **RECORD KEEPING.** Grantee shall keep records and prepare reports, including detailed, separate financial records relating to all grant funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law to ensure the effective administration of the grant. Grantee shall maintain such accounts and documents in a manner as to permit an expeditious determination to be made at any time of the status of funds within the award, including any disposition of all funds received from County and the nature and amount of all charges claimed to be against such funds. To facilitate the auditing process, Grantee's general ledger shall be organized to reflect the separation of County grant funds and expenses from other funds of the Grantee. Grantee shall maintain in its files, at all times, documentation certifying that the work described in any invoices, executed contracts or reimbursement requests submitted to the County are complete, correct, and in accordance with the terms of this Agreement. Grantee and any subcontractors shall maintain the files, books, and records that relate to the Grant, for at least three years after the date of final payment under the Grant.
- 2) **QUARTERLY REPORTS.** Grantee shall provide County with written, narrative, quarterly status reports within thirty (30) calendar days of the end of each report quarter (excluding the final quarter). These reports shall contain the following information:
  - a. Summary of program status in relation to goals, objectives and scheduled actions steps outlined in the grant application;
  - b. Contact information and all other relevant information regarding people or businesses served;
  - c. Financial status of County funds used; and
  - d. If appropriate, a report regarding progress towards meeting performance standards and economic self-sufficiency.
- 3) **FINAL REPORT.** Within 30 (thirty) days of the expiration of the Performance Schedule or completion of the Program, or termination of the Agreement, whichever is sooner, Grantee shall submit to County a final program report, in a form satisfactory to the County agency administering this grant. This report shall document Grantee's efforts toward meeting the requirements of this Agreement, and contain the following:
  - a. An inventory of all equipment costing \$250.00 or more acquired with funds provided under this Agreement;
  - b. A list of expenditures incurred in the performance of this Agreement;
  - c. A summary of program status in relation to goals, objectives, and scheduled action steps outlined in the grant application;
  - d. Contact information and all other relevant information regarding people or businesses served;
  - e. Financial status report of County funds used; and
  - f. If appropriate, a narrative report regarding progress towards meeting performance standards and economic self-sufficiency.
- 4) **FINANCIAL AUDITS.** Grantee shall supply County with a copy of its annual financial statements that shall be prepared by a Certified Public Accountant. Grantee shall allow County to audit Grantee's records, report books, and other financial records upon request of County to determine compliance with the terms of this Agreement. Grantee shall cooperate fully and assist County in such an audit.
- 5) **NONPROFIT STATUS.** If Grantee is a nonprofit organization, Grantee shall establish and be governed by bylaws or policies that shall include provisions relating to nepotism and management of potential conflict of interest situations, as required by Section 3.36.040(c), Maui County Code.

- 6) **INSURANCE.** During the term of this Agreement, Grantee shall maintain at all times or cause to be maintained commercial general liability insurance coverage for Grantee and its employees. The insurance policies shall be issued by a company or companies authorized to do business in Hawaii and approved by the County, with combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000) per occurrence and TWO MILLION DOLLARS (\$2,000,000) in the aggregate for, or such greater amount as may be required from time to time by the County. The insurance policies shall provide for "NO EROSION OF LIMIT BY PAYMENT OF DEFENSE COSTS." Grantee shall provide County not less than thirty (30) days' notice prior to any cancellation or material change or reduction in coverage. No such material change or reduction may be made without approval from the County. The County shall be listed as an additional insured on all policies. Prior to the commencement of this Agreement, Grantee shall provide the County with a certificate of insurance. Thereafter, prior to the expiration of each policy period, Grantee shall provide the County with certificates of insurance evidencing the foregoing coverage and provisions. The County reserves the right to request and receive a copy of the policies. Grantee shall also carry workers' compensation insurance for Grantee's employees in the amounts required by applicable law. Failure to maintain the necessary insurance in accordance with the provisions set forth herein shall constitute a material breach of this Agreement and the County shall thereafter have the options of pursuing remedies for such breach and/or immediate termination of this Agreement.

**Other Insurance Provisions.** For any claims related to this Agreement, Grantee's insurance coverage shall be primary insurance as respects County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by County, its officers, officials, employees, and volunteers shall be excess of Grantee's insurance and shall not contribute with it. The submission of insurance documentation to and acceptance by County that does not meet the requirements herein shall not be considered a waiver of Grantee's obligations or County's rights under the terms of this Agreement.

- 7) **INDEMNIFICATION.** To the extent permitted by law, Grantee shall indemnify, defend, release, and hold harmless the County, its officers, agents, and employees from and against any and all manner of action and claim arising, either directly or indirectly, out of or resulting from the errors, omissions, or acts of Grantee, its officers, its employees, or its agents occurring during, or in connection with, the performance of the Grantee's services under this Agreement. The Grantee's obligations under this section shall survive and shall continue to be binding upon Grantee notwithstanding the expiration, termination or surrender of this Agreement.
- 8) **SUBCONTRACTS.** The Grantee shall not procure or subcontract any part of the services under this Agreement without the prior written consent of the County. All subcontracts entered into by the Grantee shall be in writing.
- 9) **EMPLOYEE COMPENSATION.** Grantee shall not compensate its employees more than the wages then prevailing in the State of Hawaii for employees with similar skills and abilities. Grantee shall not pay any commissions, bonuses or similar to its employees.
- 10) **COUNTY RECOGNITION.** Grantee shall give the County and State of Hawaii, if applicable, appropriate recognition in all grant-funded programs and printed materials. All such printed materials must be approved by the County prior to printing and/or use.
- 11) **GRANTEE COMPLIANCE.** Grantee shall strictly comply with its articles of incorporation and/or bylaws and all relevant County, State and Federal rules and regulations concerning Grantee's policies and operations.



- 12) **NO DISCRIMINATION.** Grantee shall not discriminate in the hiring of staff, compensation, terms or conditions of employment of individuals, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or disability. Grantee shall comply with all applicable Federal and State laws prohibiting discrimination.
- 13) **MODIFICATION OF AGREEMENT.** Any modification, alteration or change to this Agreement, including, but not limited to, modification of the services to be performed, modification of the scope of services to be performed, extension of time of performance, or changes to the approved budget, shall be made by written supplemental Agreements executed by the County and Grantee.
- 14) **DEFAULT, SUSPENSION, OR TERMINATION OF AGREEMENT.** Grantee shall be deemed to be in default of the Agreement if:
- Any of Grantee's representations or warranties made to the County with respect to this Grant shall have been false in any material aspect when made;
  - Grantee fails to faithfully and timely perform any of the promises, terms, or conditions of this Agreement;
  - Grantee abandons or discontinues its operations for a period in excess of thirty (30) days; or
  - Grantee (i) files a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States, (ii) has filed against it a petition in bankruptcy, reorganization, or similar proceedings under the bankruptcy laws of the United States which petition is not dismissed within sixty (60) Days, (iii) is adjudicated bankrupt under the bankruptcy laws of the United States, (iv) has a receiver, permanent or temporary, appointed for it by a court of competent jurisdiction, (v) requests the appointment of a receiver; (vi) makes a general assignment for the benefit of creditors, (vii) has its bank accounts, property or receivables attached and such attachment proceedings are not dismissed within sixty (60) Days, or (viii) is dissolved or liquidated.

Should the default or noncompliance continue for thirty (30) days after written notice thereof is delivered to Grantee or mailed to its last known address, County may, at its sole discretion:

- Suspend or terminate, wholly or partially, this Agreement by giving written notice to the Grantee of such suspension or termination;
- Withhold grant fund payments pending correction of the noncompliance;
- Disallow all or part of the cost/expense of the activity or action not in compliance;
- Withhold additional award(s) to Grantee; and
- Terminate this Agreement without service or notice or legal process and without prejudice to any other remedy or right of action for breach of contract.

Further, the County may suspend or terminate this Agreement without cause by giving written notice to the Grantee thirty (30) calendar days before the effective date of such suspension or termination. Upon termination of this Agreement, all finished or unfinished documents, data, studies, and reports purchased or prepared by the Grantee pursuant to this Agreement shall be transferred to the County.

- 15) **COSTS INCURRED DUE TO SUSPENSION OR TERMINATION.** The County shall not reimburse the Grantee for any costs incurred by the Grantee during suspension or after termination of this Agreement unless the County authorizes such costs in the Notice of Suspension or Termination issued to the Grantee.
- 16) **WITHHOLDING OF PAYMENTS.** County may withhold any and all payments to Grantee if the costs set forth in a reimbursement request are, in the County's determination, unreasonable, or if Grantee fails to comply with the terms of this Agreement in any manner whatsoever.
- 17) **PROSELYTIZATION PROHIBITED.** Grant funds shall not be used to recruit or convert a person to a new faith, institution, or cause.

- 18) ENTERTAINMENT OR PERQUISITES PROHIBITED. Grantee shall not use any grant funds for purposes of entertainment or perquisites. For purposes of this Agreement, "perquisites" means a privilege provided or service rendered by Grantee to an employee, officer, director, or member of Grantee to reduce that individual's personal expenses.
- 19) LOBBYING PROHIBITED. Grantee shall not use grant funds for lobbying purposes or activities.
- 20) REVERSION OF ASSETS. The Grantee is prohibited from disposing any real or personal property acquired with County funds received under this Agreement, without first receiving prior written consent of the County. Should the Grantee cease to use any real or personal property acquired with County funds for the purposes described in this Agreement, the Grantee shall either:
- a. Pay the County the current fair market value of the asset; or
  - b. Transfer control of the asset to the County.
- Unless instructed otherwise by the County in writing, within thirty (30) days of the expiration or termination of this Agreement, the Grantee shall transfer to the County:
- a. Any County funds on hand at the time of expiration or termination of this Agreement;
  - b. Any account receivables attributed to the use of County funds; and
  - c. Any real and/or personal property acquired or improved in whole or in part with County funds.
- 21) PRODUCTION OF INFORMATION. If applicable, Grantee shall comply with all requests of the State of Hawaii for information and reports regarding the program and Grantee's operations.
- 22) COMPLIANCE WITH LAWS. Grantee shall comply with all applicable Federal, State and County laws, rules, regulations, licensing requirements, applicable accreditation and other standards of quality generally accepted in the field of Grantee's activities.
- 23) METHOD OF PAYMENT. Disbursements shall be made in accordance with the purposes of the Grant, at the sole discretion of the Officer-in-Charge.
- a. REIMBURSEMENT. Grantee shall submit on its company/agency's letterhead written reimbursement requests to the County for payment of grant funds. Payment shall be made as work is performed and the required invoices, billing statements, or other documents are submitted. Each reimbursement request shall:
    1. Identify the Program, the nature of the work or materials provided, and the specific Phase of the Program for which the work or materials were provided;
    2. Be signed by an authorized representative of Grantee as to its accuracy and verified by a designated County official;
    3. Include a certification by Grantee that the work for which payment is requested was performed in accordance with the terms of this Agreement;
    4. Include copies of receipts, canceled checks, certified payroll records for the applicable time period or phase for which payment is requested, vendor Agreements, and/or other documents providing verification of work completed in accordance with this Agreement; and
    5. Be presented in duplicate, with two (2) complete sets of all items submitted.

The County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

b. **ADVANCED DISBURSEMENT.** At the discretion of the Officer-in-Charge, advance disbursement of twenty-five (25) percent or more of grant funds may be issued to Grantee. Such advanced disbursements must be directly related to the Program, and Grantee shall submit on its company/agency's letterhead written documentation to the County for expenditure of such funds, in accordance with subsection (a), above, within 30 days of such advance disbursement(s).

If advance disbursement totals less than ninety (90) percent of the total grant funds, the County will reserve 10% of the grant award as a final payment. Final payment on this Agreement shall be available upon completion of Grantee's program, receipt by County of a final report which County finds to be acceptable, and if applicable receipt of a certified copy of a State of Hawaii Tax Clearance Certificate for the Grantee validated by the State of Hawaii Department of Taxation and the Internal Revenue Service or other forms of documentation that meet the requirements of County policy and are deemed acceptable by County.

Grantee shall maintain in its files, at all times, documentation verifying that work described in any contract, bill, invoice, purchase order, or request for payment sent to the County is correct, complete, and in accordance with the terms of this Agreement. Initial and final payment under this Agreement shall be subject to receipt by the County or original tax clearance certificates for the Grantee from the State of Hawaii.

- 24) **PROGRAM INCOME.** "Program Income" means gross income received by Grantee generated from the use of County funds. In no event shall any of the income, earnings, or assets of the Program, including any and all grant funds, surplus funds, or Program Income as described herein, be distributed by Grantee to, or for the benefit of, its corporate directors, officers, members, employees, or consultants. Discretionary use of Program Income by Grantee is strictly prohibited.
- 25) **PROCUREMENT.** If Grantee contracts for the design and/or construction of any structure, defined for purposes hereof as any construction involving a load-bearing wall, Grantee shall comply with the Hawaii Public Procurement Code, Chapter 103D, Hawaii Revised Statutes, any County procurement policies for the procurement of contracts for design and/or construction of any structures as defined herein. Grantee shall ensure that all procurement transactions for construction of non-structures, as defined herein, and all procurement transactions for goods and services are conducted in a manner to provide, to the maximum extent possible, open and free competition.
- 26) **INSPECTIONS AND MONITORING.** Grantee shall permit the County or its duly authorized agent free access to any and all Grantee programs, facilities, event or activities without advance formal notification or appointment when such access is for the express purpose of monitoring, investigation, researching or formulating programs, services or related policies and procedures or when County is otherwise in the pursuit of any official business relative to any aspect of this Agreement.
- 27) **PERSONNEL REQUIREMENTS.**
- a. The Grantee shall secure, at the Grantee's own expense, all personnel required to perform this Agreement.
  - b. The Grantee shall ensure that the Grantee's employees or agents are experienced and fully qualified to engage in the activities and perform the services required under this Agreement, and that all applicable licensing and operating requirements imposed or required under Federal, State or County law, and all applicable accreditation and other standards of quality generally accepted in the field of the activities of such employees and agents are complied with and satisfied.

- c. The Grantee and the Grantee's employees and agents are not by reason of this Agreement, agents or employees of the County for any purpose, and the Grantee and the Grantee's employees and agents shall not be entitled to claim or receive from the County any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to the County employees.

28) COUNTERPARTS. This Agreement may be executed in any number of counterparts with the same effect as if all of the parties had signed the same document. Such executions may be transmitted to the parties by facsimile or electronically and such facsimile or electronic execution and transmission shall have the full force and effect of an original signature. All fully executed counterparts, whether original executions or facsimile or electronic executions or a combination thereof shall be construed together and shall constitute one and the same Agreement.

**In the event Grantee fails to adhere to any of the conditions of this Grant, including the general and special conditions (if any), County may withdraw any part or all of the grant at the County's sole discretion and without advance notice. Grantee shall be held liable for any grant funds expended in a manner inconsistent with this Agreement, including any attachments incorporated therein.**

**[END OF GENERAL TERMS AND CONDITIONS]**

Exhibit "B"  
Grant Proposal (1 of 2)



**Grant Proposal To: Maui County**

**Grant Application For:** Acquisition of TMK#s (2)1-4-012:002 and (2)1-4-010:030, 032, 034 in Maka'alae, Hāna

**Fiscal Year Ending:** 06-30-2021

**Date of Request:** September 11, 2020

**Granting Agency:** County of Maui, Office of Economic Development  
200 South High St. Wailuku, HI 96793.

**Applicant**

1. **Legal Name of Organization:** Ke Ao Hāli'i  
Contact name: Scott Crawford, Chair  
Phone: (808) 281-2021, (808) 248-8808; [scott@savehanacoast.org](mailto:scott@savehanacoast.org)
2. **Address:** P.O. Box 115, Hana, HI 96713
3. **Taxpayer Type:** Corporation: Non-profit Charitable 501(c)(3).
4. **Tax ID Number:** 83-0653576
5. **Amount of Request of County Funds:** \$1,500,000 from FY21, II Special Purpose Revenues, I (5)
6. **Has the Applicant Applied for/received any other funds from the County of Maui this Fiscal Year?** Yes. We are also designated for Open Space, Natural Resources, Cultural Resources, and Scenic Views Preservation Funds in the amount of \$2,100,000 from II Special Purpose Revenues, I (8).

Authorized Signature:

Scott Crawford, Chair



### **Request Summary:**

Ke Ao Hali'i ("KAH") requests a **Grant of \$1,500,000 (one million five hundred thousand dollars)** from the Maui County FY 2021 Special Purpose Revenues, Open Space, Natural Resources, Cultural Resources and Scenic Views Preservation funds, I (5) to be used for the land acquisition and related costs for approximately 30.34 acres at Maka'ala'e, currently owned by HRP Hana LLC ("Seller"). The total fair market purchase price for the four properties, per the latest appraisal, is \$3,081,700, which includes a 25% bulk sale discount as applied by the appraiser.

The funds we are requesting will conserve this land in perpetuity. Fee title will be acquired by KAH, with a perpetual conservation easement to be held by Hawaiian Islands Land Trust.

### **Ke Ao Hali'i Background and Qualifications**

Ke Ao Hali'i (Protective Blanket of Clouds") was established in March 2018 with the purposes "to protect and preserve the natural and cultural resources of the Hāna moku and the customary and traditional practices of Native Hawaiians of the region; to hold title to and own interests in real property or to hold easements; to preserve and manage the area's natural, cultural, scenic, historic and marine resources for the benefit, education and enjoyment of our community and future generations; and for all lawful activities for which nonprofit corporations may be incorporated under Chapter 414D, Hawai'i Revised Statutes."

According to our bylaws, the majority of members of the Board of Directors are Native Hawaiians who currently reside in Hāna moku. Our 11-member board is composed of a combination of members of families of the area with lineal descendancy from these lands, and supportive community members who bring a variety of relevant experience and skills.

Ke Ao Hali'i successfully closed on the Mokae parcel (2)1-4-010:004 in March of this year, and has just received the donation of adjacent parcel (2)1-4-010:001, and is actively stewarding those parcels and implementing our management plan.

The officers of our Board of Directors are as follows:

**Scott Crawford, Chair**

Scott has been a resident of Hana for over 20 years, and has worked with many nonprofit organizations in Hana and Kipahulu related to cultural traditions, environmental sustainability and land and coastal conservation and management. He serves as the Executive Director for the Kipahulu Ohana since 2002 and the Secretary for Na Mamo O Mu'olea since 2006, and also serves on the board for the Hana Cultural Center & Museum and the Hana Chapter of the Hawaii Farmers Union United. Scott grew up in Colorado, graduated high school from Seabury Hall and earned a BA in English and American Studies from Tufts University.

**John O'Hara aka Irish, Vice-Chair**

Uncle Irish is a representative of the Kauimakaole, Kaikala, Kalani ohanas of Maka'ala'e. He graduated from Damien Memorial HS and attended UH Leeward College. He is a US Army

Vietnam Vet, and retired from Pearl Harbor Naval Shipyard as Nuclear Technician Training Branch Head in 2010, and moved back to Maka'ala'e after retiring.

**Lipoa Kahaleuahi, Secretary**

Lipoa is a Hāna native who grew up in the Haneo'o area. She credits her passion and drive to protecting Hāna's lands for future generations to her upbringing in and around the ocean there. Lipoa holds degrees in Global and International Studies and Teaching from UC Santa Barbara and Chaminade University of Honolulu, respectively, and now works as the Executive Director for local nonprofit Ma Ka Hana Ka 'Ike. She has spent considerable time traveling and living abroad, always drawn to experiencing other cultures, their traditions and their connections to land and sea.

**Michelle Horen, Treasurer**

Michelle grew up in Hana, across the street from the legendary Maka'ala'e coastline. Her grandparents instilled in her the importance of gratitude and giving back to the community. Her connection to the environment and culture comes from being a hula practitioner for close to 30 years. She has traveled and studied around the world which has greatly broadened her perspective and increased her appreciation for Hana. She now helps run her family's businesses in Hana and is dedicated to protecting these precious lands in perpetuity.

**Property Description**

The subject properties ("Properties"), TMK (2)1-4-012:002 and (2)4-1-010:030, 032, 034 are located in the ahupua'a of Maka'ala'e, southeast (makai) of Hana Highway between Waiohonu Stream and Waikapia Stream. The Properties consists of mostly open, flat pastures. Parcel 002 overlooks Waioka Pond on one side and Pohakuloa Bay on the other, and includes a pedestrian foot trail that is heavily used as the primary access to Waioka Pond. These parcels are separated from each other by eight other parcels that are already protected under conservation easement with the Hawaiian Islands Land Trust, and subsequent to this transaction the Seller has committed to donate these parcels to KAH. Parcel 030 includes the gate and road to access parcel 032 the rest of the pasture. The Properties' ocean boundaries consist of rocky cliff shoreline and tidepools, including important fishing, limu beds and marine resource gathering areas.

Currently, the Properties are managed as pasture through a lease agreement with Hana Ranch/Biological Capital, and are used by local families and community for shoreline sustenance gathering and recreation, and by visitors for sightseeing and recreational access.

**Conservation Purposes**

**1. Public Outdoor recreation and education**

Parcel 002 is the primary access to Waioka Pond, which is increasingly popular as a visitor destination, as a stunningly beautiful and relatively safe area for swimming and cliff jumping. The pool is connected to the ocean and is normally salt water except after a storm when intermittent Waiohonu Stream has flowed fresh water into the pool. Local families of the area

commonly use the shoreline for fishing, throwing net, and gathering 'opihi, limu and other intertidal resources. Community members enjoy walking the coastal trail from Maka'alae to Mokae which runs through these parcels.

It is the intention of Ke Ao Hali'i to manage the land to perpetuate the outdoor recreation and education opportunities, protecting the land from development and maintaining it as open space, while also protecting it from overuse by limiting vehicular access and having a policy and code of conduct for its access and educational interpretation by residents and visitors.

## 2. Preservation of historic or culturally important land areas

According to the Hawaiian Newspaper articles "Dispatches from East Maui", by 1877, the area of subsistence farmers had been replaced by Kakio Village (Maka'alae) and was crowded with "other people" living in closely constructed wood frame houses and many shops." But, due to labor shortages, the Reciprocity Sugar Mill (ruins still visible today on parcel 032) in Maka'alae closed in 1902. In 1946, the 14,000-acre Hana Plantation was bought for cattle ranching, which still exists today. Lineal descendants of the Mokae and Maka'alae lands talk about the ranch owners not just covering over the wahi pana (sacred sites) and graves, but literally carrying the stones off site to conceal the evidence.

Unfortunately, because of this, on these particular parcels there is little evidence today of the pre-contact history and culture. Remnants of the plantation era include the foundation of the mill, several partially intact Portuguese ovens, watering troughs and ditches.

We also have attached two old photos taken from the direction of Pu'uiki which show this area during the plantation era, and an old map, which show the mill and other structures, including a row of houses on parcel 002.

In *Sites of Maui* (p. 150), the following story is offered from Moses Manu, The Story of Kihapiilani, *Ka Nupepa Kuokoa*, May 10, 1884. (MS SC Sterling 3.14.11):

### **Surfing at Waiohonu**

The husbands also accompanied their wives. When this procession arrived just at the incline of the cliff of Wailua, it began raining, as far as Koali and Mu'ole'a. The rain increased. As they passed Kawaloa and Puku'iula great was the rain. When the group arrived at Puuiki, they saw there was a crowd of people at the stream of Waiohonu because the water was flowing heavily. The agitated water was breaking like waves and men and women were surfing on it.

Thus, we learn that Waioka has been a popular recreational spot for a very long time.

Because little cultural and historical evidence exists on the Properties, our efforts in this regard will focus mainly on education and possible interpretation regarding the history of the area, ensuring that the stories of the families are preserved and passed down to future generations.

## 3. Protection of significant habitat or ecosystems

Due to many decades of use of this area by sugar production followed by cattle ranching, most of the native habitat has been significantly disrupted. However, the intertidal and nearshore habitat of this area is very important, with tide pools and reefs supporting an abundance of marine life, and very nearby what are described by locals as the most important limu beds in Hana. Although adjacent Waiohonu and Waikapia streams are highly seasonal, being dry most of the time and only running in flash floods during storms, these resources are fed by fresh water seeps that come from the native forest above. It is important that these nearshore habitats and limu beds are protected from sedimentation and runoff, as well as human overuse, that could be caused if these lands were developed or not well managed.

#### **4. Preserving forests, beaches, coastal areas and agricultural lands**

Waioka Pond is an increasingly popular recreational area enjoyed by residents and visitors. Parcel 002 is the primary access point to the pond. The rocky cliff coastline and point on the eastern end of the parcel presents stunning views of Waioka Bay and Pohakuloa Bay with “Secret Beach” a black sand beach accessible by land only by a steep, treacherous and unmaintained path.

Parcels 32 and 34 include areas that are popular for camping and gathering by local families, known as “Pine Trees” for the rows of tall Cook Pines that distinguish the location.

The open space view plane from Hana Highway to the ocean is currently maintained with cattle grazing through a lease with Hana Ranch.

#### **Justification and Prioritization**

The urgency of acquiring and protecting this land is underscored by the fact that these Properties are still listed by the Seller, whose agent states that they regularly receive inquiries. Parcel 002 was placed under contract in early 2018 by a buyer whose stated intention was to fully develop the Property to the extent allowed by county and state land use and permitting, including a house, an ‘ohana unit and auxiliary farm buildings. As part of his due diligence process, he reached out to community members and held a community meeting in Hana; a very large turnout of residents for Hana town and lineal descendants of the area respectfully expressed their deep care for this land and their opposition to the prospective buyer’s plans for purchase and development. In the end, he listened to their concerns and ended up backing out of the purchase contract. This served as a wakeup call for the community to be proactive in protecting these lands, and was the catalyst for the formation of Ke Ao Hali‘i in the following months. The lineal descendants of the area are involved and supportive of the effort, and committed to the long-term management of the land.

However, if these Properties are not acquired with public funds dedicated to this purpose for long-term protection, it could still easily be sold and developed into a private, restricted estate. The Seller would like to see the land be conserved and supports the community’s efforts to acquire the Properties, making a willing partner, but only for a limited time. The Seller is

actively marketing all of their coastal properties, and after decades of ownership are eager to divest themselves of their holdings in the near future.

Thus, this is a rare and exceptional opportunity with the combination of a willing seller and an appropriate and capable community organization committed to take on the responsibility of managing the property for its conservation, recreational and cultural values in perpetuity.

In addition, along with the Mokae parcel that Ke Ao Hali'i has recently acquired adjacent to Hamoa Beach, these properties form the "bookends" of a stretch of open coastline that is all on the market and could be developed, but with a two- to three-year plan for fundraising and acquisition, eventually all of this coastline will be protected. The Maka'alae Properties are the crucial second phase in the plan.

The establishment of a permanent Conservation Easement on the Properties will ensure that these lands will always be available for open space, coastal habitat, subsistence and recreational use, and agricultural production, with the management support of the families of the area and local community who have a deep, enduring commitment to their stewardship.

### **Brief Overview of Long-Term Management Plans**

The land is currently being grazed by Hana Ranch (Biological Capital) through a lease agreement with HRP Hana LLC, and for the next few years at least, we anticipate continuing the management of the land with cattle, and Hana Ranch is committed to continuing their partnership. Although cattle grazing does have some negative consequences, overall it is an effective method to keep the lands open and accessible and minimize encroachment by invasive species. In addition to cattle, we plan to do manual removal of invasive species.

We will consult archaeologists to determine if any historical sites are in need of protection from grazing cattle or invasive plants, through fencing or other means.

In some key areas, we will consider carefully the viability and desirability of doing native plant and seabird habitat restoration.

We plan to manage vehicular access to allow for limited usage while preventing overuse. We will develop a fair and open policy for how access is granted, to whom and for what purposes, and a code of conduct for the use of the Properties for activities such as family and educational gatherings. For pedestrian access, we plan to consult local families and community to determine whether it is appropriate to maintain the *de facto* trail to Waioka, or whether it would be better to find another route for that trail that stays on state land closer to the stream bed or through a state access easement that exists on the other side of the stream. While we understand that our role is not to manage Waioka Pond directly, we do have to consider its increasingly heavy use in our management decisions about that parcel, and to protect it from overuse.

While many details of the long-term management plan are still to be worked out and decided, all of our management decisions will be made with appropriate input from lineal descendants and



local community, with support of relevant agencies and partners with expertise in the subject areas.

We will strive as much as possible to accomplish our management goals through community volunteer efforts, but we will hire specialized services (e.g. fencing, arborists) or management staff as needed to maintain the Properties in accordance with our goals and objectives, and the terms of the conservation easement.

**Description of Efforts to Obtain Matching Funds from Non-County Sources for Acquisition and Management.**

We are asking the County to provide just under half of the purchase price for this property, with the matching funds approved in the FY21 budget of the state Legacy Land Conservation Program. We plan to raise the costs of due diligence and closing costs from other sources.

**Appraisal by Disinterested Appraiser Dated Not More Than One Year from Date of Proposal.**

An appraisal of the subject property by Steve Parker/ Classic Maui Properties Inc., was produced on July 18, 2019 with effective date of July 1, 2019, and established the fair market value of the four parcels purchased together at \$3,081,700. In a letter dated August 20, 2020, Mr. Parker concluded that “there are no new comparable sales data that would change my conclusion of the values of those parcels, thus the value conclusions would be the same as of the effective date of this letter.”

## FY21 FILL-IN GRANT PROPOSAL BUDGET & NARRATIVE

**ITEMIZED BUDGET AND NARRATIVE:** Please list all sources of income and expense for this project; then describe each line item in Narrative form to your right.

INCOME DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
Open Space Fund Grant	1,500,000.00			1,500,000.00	II Special Purpose Revenues, I (5)
LLCP Award		1,581,700.00		1,581,700.00	Legacy Land Conservation Program award
Law Offices of Matthew V Pietsch LLC			2,500.00	2,500.00	\$50 provided in-kind discount from normal \$275/hr rate
Organizational Fundraising		24,200.00		24,200.00	
Hawaiian Islands Land Trust		45,000.00		45,000.00	
<b>TOTAL INCOME</b>	<b>1,500,000.00</b>	<b>1,650,900.00</b>	<b>2,500.00</b>	<b>3,153,400.00</b>	
EXPENSE DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
<b>ADMINISTRATION (PERSONNEL)</b>					
<b>OPERATIONS (INCLUDING CONTRACTED WORK)</b>					
Land Purchase	1,500,000.00	1,581,700.00		3,081,700.00	Negotiated Purchase Price (appraised value including 25% bulk sale discount)
Attorney fees		11,250.00	2,500.00	13,750.00	review/draft acquisition related documents, 50 hours @ \$275/hr with \$50/hr provided in-kind discount
Appraisal review		6,000.00		6,000.00	
Land survey		3,000.00		3,000.00	Job proposal from Akamai Land Surveying Inc.
Environmental site assessment		3,900.00		3,900.00	Job proposal from Lehua Environmental
Baseline documentation		10,000.00		10,000.00	For conservation easement, to be provided by HILT
CE Stewardship Fund		25,000.00		25,000.00	To be provided by Hawaiian Islands Land Trust
CE Legal Defense Fund		10,000.00		10,000.00	To be provided by Hawaiian Islands Land Trust
Notary Services		50.00		50.00	
Taxes		TBD		0.00	Title Guaranty Escrow Services, Inc.
Title insurance		TBD		0.00	Title Guaranty Escrow Services, Inc.
Title report		TBD		0.00	Title Guaranty Escrow Services, Inc.
Escrow fees		TBD		0.00	Title Guaranty Escrow Services, Inc.
				0.00	
<b>MARKETING</b>					
<b>OTHER</b>					
<b>TOTAL EXPENSE</b>	<b>1,500,000.00</b>	<b>1,650,900.00</b>	<b>2,500.00</b>	<b>3,153,400.00</b>	

Exhibit "C"  
Grant Proposal (2 of 2)



**Grant Proposal To: Maui County**

**Grant Application For:** Acquisition of TMKs: (2)1-4-010:008, 009, 010, 012 and 014 in the ahupua'a of Mokae and Kakio in the district of Hāna, Maui.

**Fiscal Year Ending:** 06-30-2021

**Date of Request:** October 12, 2020

**Granting Agency:** County of Maui, Office of Economic Development  
200 South High St. Wailuku, HI 96793.

**Applicant**

1. **Legal Name of Organization:** Ke Ao Hali'i  
Contact name: Scott Crawford, Chair  
Phone: (808) 281-2021, (808) 248-8808; [scott@savehanacoast.org](mailto:scott@savehanacoast.org)
2. **Address:** P.O. Box 115, Hana, HI 96713
3. **Taxpayer Type:** Corporation: Non-profit Charitable 501(c)(3).
4. **Tax ID Number:** 83-0653576
5. **Amount of Request of County Funds:** \$2,100,000 from FY21, II Special Purpose Revenues, I (8)
6. **Has the Applicant Applied for/received any other funds from the County of Maui this Fiscal Year?** Yes. We are also designated for Open Space, Natural Resources, Cultural Resources, and Scenic Views Preservation Funds in the amount of \$1,500,000 from II Special Purpose Revenues, I (5).

Authorized Signature:



Scott Crawford, Chair

### **Request Summary:**

Ke Ao Hali'i ("KAH") requests a **Grant of \$2,100,000 (two million one hundred thousand dollars)** from the Maui County FY 2021 Special Purpose Revenues, Open Space, Natural Resources, Cultural Resources and Scenic Views Preservation funds, I (8) to be used for the land acquisition and related costs for approximately 39.734 acres at Mokae and Kakio, currently owned by Hana Ranch Partners LLC ("Seller 1"), with parcel (014) also having a second tenant in common of Gwendolyn A Paaluhi ("Seller 2"). The total fair market purchase price for the four Mokae properties (008, 009, 010 and 012) when purchased together, per the latest appraisal, is \$3,763,300 which includes a 25% bulk sale discount as applied by the appraiser. The total fair market purchase price for parcel 014 is \$353,000.

Parcel 014 is being purchased as a separate transaction because there are two parties who each have a partial interest in the land as tenants in common. Both parties are willing sellers.

The funds we are requesting will conserve this land in perpetuity. Fee title will be acquired by KAH, with a perpetual conservation easement to be held by Hawaiian Islands Land Trust.

### **Ke Ao Hali'i Background and Qualifications**

Ke Ao Hali'i ("Protective Blanket of Clouds") was established in March 2018 with the purposes "to protect and preserve the natural and cultural resources of the Hāna moku and the customary and traditional practices of Native Hawaiians of the region; to hold title to and own interests in real property or to hold easements; to preserve and manage the area's natural, cultural, scenic, historic and marine resources for the benefit, education and enjoyment of our community and future generations; and for all lawful activities for which nonprofit corporations may be incorporated under Chapter 414D, Hawai'i Revised Statutes."

According to our bylaws, the majority of members of the Board of Directors are Native Hawaiians who currently reside in Hāna moku. Our 11-member board is composed of a combination of members of families of the area with lineal descendancy from these lands, and supportive community members who bring a variety of relevant experience and skills.

Ke Ao Hali'i successfully closed on the Mokae parcel (2)1-4-010:004 in March of this year, and in August received the donation of adjacent parcel (2)1-4-007:001, and is actively stewarding those parcels and implementing our management plan.

The officers of our Board of Directors are as follows:

Scott Crawford, Chair

Scott has been a resident of Hana for over 20 years, and has worked with many nonprofit organizations in Hana and Kipahulu related to cultural traditions, environmental sustainability and land and coastal conservation and management. He serves as the Executive Director for the Kipahulu Ohana since 2002 and the Secretary for Na Mamo O Mu'olea since 2006, and also serves on the board for the Hana Cultural Center & Museum and the Hana Chapter of the Hawaii



Farmers Union United. Scott grew up in Colorado, graduated high school from Seabury Hall and earned a BA in English and American Studies from Tufts University.

John O'Hara aka Irish, Vice-Chair

Uncle Irish is a representative of the Kauimakaole, Kaikala, Kalani ohanas of Maka'alaе. He graduated from Damien Memorial HS and attended UH Leeward College. He is a US Army Vietnam Vet, and retired from Pearl Harbor Naval Shipyard as Nuclear Technician Training Branch Head in 2010, and moved back to Maka'alaе after retiring.

Lipoa Kahaleuahi, Secretary

Lipoa is a Hāna native who grew up in the Haneo'o area. She credits her passion and drive to protecting Hāna's lands for future generations to her upbringing in and around the ocean there. Lipoa holds degrees in Global and International Studies and Teaching from UC Santa Barbara and Chaminade University of Honolulu, respectively, and now works as the Executive Director for local nonprofit Ma Ka Hana Ka 'Ike. She has spent considerable time traveling and living abroad, always drawn to experiencing other cultures, their traditions and their connections to land and sea.

Michelle Horen, Treasurer

Michelle grew up in Hana, across the street from the legendary Maka'alaе coastline. Her grandparents instilled in her the importance of gratitude and giving back to the community. Her connection to the environment and culture comes from being a hula practitioner for close to 30 years. She has traveled and studied around the world which has greatly broadened her perspective and increased her appreciation for Hana. She now helps run her family's businesses in Hana and is dedicated to protecting these precious lands in perpetuity.

### **Property Description**

The subject properties TMKs (2)4-1-010:008, 009, 010, and 012 ("Mokae II Properties") are located in the ahupua'a of Mokae, southeast (makai) of Hana Highway between Waikapia Stream and the Mokae TMK (2)4-1-010:004 parcel acquired earlier this year. Mokae II Properties consists of mostly open, sloped pastures with some invasive brush and rocky outcroppings. Parcels 009, 010 and 012 extend down to the shoreline to a rocky beach. Parcel 012 extends to the center of Kapia Stream.

The subject property TMK (2)1-4-010:014 ("Kakio Property"), is located in the ahupua'a of Kakio, southeast (makai) of Hana Highway adjacent to Waikapia Stream, with the boundary extending to the center of the stream. The Kakio Property is mostly wooded with some rocky formations. This parcel is important to protect because it is known to have extensive kupuna 'iwi and cultural sites.

Together these parcels are contiguous with the other Mokae and Maka'alaе lands, completing the protection of all of the developable lands from Haneo'o Road to Waiohonu Stream.



Currently, Mokae II Properties are managed as pasture through a lease agreement with Hana Ranch/Biological Capital, and are used by local families and community for shoreline subsistence gathering and recreation, and by visitors for sightseeing and recreational access.

## **Conservation Purposes**

### **1. Public Outdoor recreation and education**

The Kakio Property in particular also warrants special care and protection due to its sensitive archaeological and cultural significance.

The popular surfing spot today known as “Sand Bar” is offshore from the Mokae II Properties.

It is the intention of Ke Ao Hali‘i to manage the land to perpetuate the outdoor recreation and education opportunities, protecting the land from development and maintaining it as open space, while also protecting it from overuse by limiting vehicular access and having a policy and code of conduct for its access and educational interpretation by residents and visitors.

### **2. Preservation of historic or culturally important land areas**

In the *Preliminary Historical and Archaeological Investigations of Hana Ranch Lands, Maui* by Cleghorn and Rogers, 1987, the Kakio Property site is highlighted in its entirety, first on the plan indicating Archaeological Sites with identification mark T-2A and states the following:

“Sugar mill foundations at the Makalae Point. Just inland and N of the Sugar Mill foundation in a grove of false Kamani trees is a complex of numerous stone structures (T-2A), including: simple mounds, faced mounds, linear and curvilinear mounds, rectangular platforms, and enclosures. Two cement cisterns (1 round and 1 square) and 1 cement tomb (see figure 4) indicate historic period use of the area. One poi pounder fragment was observed. Many of the structures appear to be graves.”

Further on in this document is a map of the “Archaeologically Sensitive Areas” which highlight the areas that require further study. Again all of the Kakio Property is highlighted on this map. (The excerpted page and map from the report that reference this site are included in the application.)

According to lineal and cultural descendants of the area, the Kakio Property is the only parcel in the area that was not significantly changed or used by historical sugar plantation and ranch owners. Uncle Solomon “Bully” Ho‘opai once noted that based on the nature of the stonework of the graves it was his belief that these are ali‘i burials.

Clearly the site is of great archaeological and historic significant and warrants further investigation under Ke Ao Hali‘i stewardship.

### **3. Protection of significant habitat or ecosystems**

Due to many decades of use of the Mokae II Properties by sugar production followed by cattle ranching, most of the native habitat has been significantly disrupted. However, the nearshore habitat of this area is very important, with reefs and sandy bottoms supporting an abundance of marine life. Just across Waikapia Stream are what are described by locals as the most important limu beds in Hana. Although Waikapia is highly seasonal, being dry most of the time and only running in flash floods during storms, these resources are fed by fresh water seeps that come from the native forest above. It is important that these nearshore habitats and limu beds are protected from sedimentation and runoff, as well as human overuse, that could be caused if these lands were developed or not well managed.

#### **4. Preserving forests, beaches, coastal areas and agricultural lands**

##### **Mokae II Properties**

Parcels 009, 010 and 012 in the Mokae II Properties extend down to the shoreline, to a rocky beach that is identified on old maps as Kou. This area is a popular fishing spot for local families, and also is crossed by a walking trail that is often used by local residents.

The open coastal vista of the Mokae II Properties is an integral part of the stunning beauty of this area, connecting the viewplane from Hamoa Beach and Haneo'o Road to Maka'alae.

##### **Kakio Property**

Although the true Kamani was a canoe plant brought by early Polynesian settlers, the False Kamani (*Terminalia catappa*) that cover this site were introduced after European arrival. The grove is significant in its age and density of trees, and uniquely appears undisturbed having not been subject to sugar or cattle grazing.

##### **Justification and Prioritization**

The urgency of acquiring and protecting this land is underscored by the fact that Seller 1 has been actively marketing all of their coastal properties, and after decades of ownership are eager to divest themselves of their holdings in the near future. Last year during our negotiations over the Mokae 004 parcel, the Seller indicated that they had a willing buyer from outside of Hawaii for the Mokae II parcels, with the intent to develop at least one as a residence. We were able to resist this proposal and dissuade the Seller from making this deal. However, if this Property is not acquired soon with public funds dedicated to this purpose for long-term protection, it could easily be sold and developed into a private, restricted estate. The Seller would like to see the land be conserved and supports the community's efforts to acquire the Property, making a willing partner, but only for a limited time.

For the Kakio Property, Seller 2, the other Hawaiian family who also has an interest in this parcel, would not sell their interest to Seller #1, but they are a willing seller to Ke Ao Hali'i. Once we are able to complete the transaction with both Sellers, Ke Ao Hali'i will have full undivided fee interest in the parcel.

Thus, this is a rare and exceptional opportunity with the combination of willing sellers and an appropriate and capable community organization committed to take on the responsibility of managing the properties for their conservation and cultural values in perpetuity.

These properties are the middle, connecting piece of the overall effort to protect the Mokae and Maka'alae properties from Haneo'o to Waiohonu, and are the crucial third phase of our overall acquisition plan.

The establishment of a permanent Conservation Easement on the properties will ensure that this land will always be available for open space, coastal habitat, subsistence and recreational use, and archaeological and cultural protection, with the management support of the families of the area and local community who have a deep, enduring commitment to their stewardship.

### **Brief Overview of Long-Term Management Plans**

#### **Mokae II Properties**

The land is currently being grazed by Hana Ranch (Biological Capital) through a lease agreement with HRP Hana LLC. We anticipate continuing the management of the land with cattle. Although cattle grazing does have some negative consequences, overall it is an effective method to keep the lands open and accessible and minimize encroachment by invasive species. In addition to cattle, we plan to do manual removal of invasive plant species to improve the pasture.

We will consult archaeologists to determine if any historical sites are in need of protection and preservation measures from grazing cattle or invasive plants, through fencing or other means.

In some key areas, we will consider carefully the viability and desirability of doing native plant and seabird habitat restoration. This would entail fencing to keep out cattle, feral cats, mongoose and rodents, and replanting with appropriate native vegetation. This may also include creating habitat for the reintroduction of the native bee.

We do not intend to restrict pedestrian access, but we plan to manage vehicular access to allow for limited usage while preventing overuse. We will develop a fair and open policy for how access is granted, to whom and for what purposes, and a code of conduct for the use of the property for activities such as family and educational gatherings.

#### **Kakio Property**

The land is currently densely covered by trees and rocky outcroppings so that it appears to need little additional human care to minimize encroachment by invasive species. As stewards, we see our responsibility to keep an eye on the lands and provide manual removal of invasive species as needed.

We will consult archaeologists to determine the historical significance and what actions should be taken to protect the area.

Vehicular access is already established on the south side of this property and we will most likely retain that and not go further into this site with vehicular access, other than for maintenance purposes. Foot paths, particularly to the historic sites might be desirable but only allow for limited usage while preventing overuse. We will develop a fair and open policy for how access is granted, to whom and for what purposes, and a code of conduct for the use of the property for activities such as educational visits.

While many details of the long-term management plan are still to be worked out and decided, all of our management decisions will be made with appropriate input from lineal descendants and local community, with support of relevant agencies and partners with expertise in the subject areas.

We will strive as much as possible to accomplish our management goals through community volunteer efforts, but we will hire specialized services (e.g. fencing, arborists) or management staff as needed to maintain the Property in accordance with our goals and objectives, and the terms of the Conservation Easement.

#### **Description of Efforts to Obtain Matching Funds from Non-County Sources for Acquisition and Management.**

##### **Mokae II Properties**

Ke Ao Hali'i requested \$1,863,300 from the state Legacy Lands Conservation Program in their FY21 budget. LLCP ranked this project as their #4 priority in their FY21 budget, which was below the cutoff line for available funds. It is still possible that funds could become available in FY21 if another higher-ranked project were to fall through. KAH intends to resubmit our grant application for the FY22 cycle, and feel confident that this project will be a top priority for the Legacy Land Commission in the next grant cycle.

In addition, upon completion of the transaction for the Mokae II Properties, the Seller has also agreed to transfer fee title to KAH, without consideration and as a charitable contribution, of eight parcels in Maka'alae that are currently under conservation easement with Hawaiian Islands Land Trust: TMKs (2)1-4-012:021, 022 and 001; and (2)1-4-010:017, 027, 028, 029 and 033; consisting of a total of 55.5 acres. While we don't yet have an appraisal on the value of this donation, it represents a significant in-kind contribution, and demonstrates how the purchase of these properties can be leveraged to complete the final piece of the transactions necessary for Ke Ao Hali'i to become stewards of all of the undeveloped makai land from Haneo'o Road to Waiohonu Stream.

##### **Kakio Property**

We are asking the County to provide the full purchase price for this property combined to both sellers. We are asking the Seller 1 HRP Hana LLC to provide an in-kind donation of part of the appraised value.

For both transactions, Ke Ao Hali'i will cover the associated due diligence and closing costs and fees from other fundraising sources, and Hawaiian Islands Land Trust will cover the cost associated with the Conservation Easement.

For both transactions, our broker, Lisa Starr Land Company, has agreed to donation 100% of the proceeds of the broker's commission after taxes to Ke Ao Hali'i to be used toward the management of these properties.

**Appraisal by Disinterested Appraiser Dated Not More Than One Year from Date of Proposal.**

An appraisal of the Mokae II Properties by Steve Parker/ Classic Maui Properties Inc., was produced on July 18, 2019 with effective date of July 1, 2019, and established the fair market value of the four parcels purchased together at \$3,763,300. In a letter dated August 20, 2020, Mr. Parker concluded that "there are no new comparable sales data that would change my conclusion of the values of those parcels, thus the value conclusions would be the same as of the effective date of this letter."

An appraisal of the Kakio Property by Steve Parker/ Classic Maui Properties Inc., was produced on August 31, 2020, and established the fair market value of \$353,000.



## FY21 FILL-IN GRANT PROPOSAL BUDGET & NARRATIVE

**ITEMIZED BUDGET AND NARRATIVE:** Please list all sources of income and expense for this project; then describe each line item in Narrative form to your right.

INCOME DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
Open Space Fund Grant	2,100,000.00			2,100,000.00	II Special Purpose Revenues, I (8)
Law Offices of Matthew V Pietsch LLC			1,000.00	1,000.00	\$50 provided in-kind discount from normal \$275/hr rate
Organizational Fundraising		32,556.00		32,556.00	
Seller donation			153,000.00	153,000.00	partial in-kind donation of Kakio 014 parcel by Hana Ranch Partners LLC
Hawaiian Islands Land Trust		45,000.00		45,000.00	Costs associated with CE to be covered by HILT
<b>TOTAL INCOME</b>	<b>2,100,000.00</b>	<b>77,556.00</b>	<b>154,000.00</b>	<b>2,331,556.00</b>	
EXPENSE DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
ADMINISTRATION (PERSONNEL)					
OPERATIONS (INCLUDING CONTRACTED WORK)					
Land Purchase	2,100,000.00		153,000.00	2,253,000.00	Negotiated Purchase Price (appraised value including minus ~25% discount); partial in-kind donation of Kakio 014 parcel by Hana Ranch Partners LLC
Attorney fees		12,000.00	1,000.00	13,000.00	review/draft acquisition related documents, 20 hours @ \$275/hr with \$50/hr provided in-kind discount
Appraisal review		6,000.00		6,000.00	
Land survey		3,000.00		3,000.00	Included in Job proposal from Akamai Land Surveying Inc. for other Maka'alaе parcels so will not be charged separately as part of this acquisition
Environmental site assessment		3,900.00		3,900.00	Included in Job proposal from Lehua Environmental for other Maka'alaе parcels so will not be charged separately as part of this acquisition
Baseline documentation		10,000.00		10,000.00	To be paid by HILT
CE Stewardship Fund		25,000.00		25,000.00	To be paid by HILT
CE Legal Defense Fund		10,000.00		10,000.00	To be paid by HILT
Notary Services		50.00		50.00	
Closing Costs		7,606.00		7,606.00	Taxes, Escrow fees, Title Insurance, Title Report estimated by Title Guaranty Escrow Services, Inc.
				0.00	
MARKETING					
OTHER					
<b>TOTAL EXPENSE</b>	<b>2,100,000.00</b>	<b>77,556.00</b>	<b>154,000.00</b>	<b>2,331,556.00</b>	

## FY21 FILL-IN GRANT PROPOSAL BUDGET & NARRATIVE

**ITEMIZED BUDGET AND NARRATIVE:** Please list all sources of income and expense for this project; then describe each line item in Narrative form to your right.

INCOME DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
Open Space Fund Grant	200,000.00			200,000.00	II Special Purpose Revenues, I (8)
Law Offices of Matthew V Pietsch LLC			1,000.00	1,000.00	\$50 provided in-kind discount from normal \$275/hr rate
Organizational Fundraising		32,556.00		32,556.00	
Seller donation			153,000.00	153,000.00	partial in-kind donation of Kakio 014 parcel by Hana Ranch Partners LLC
Hawaiian Islands Land Trust		45,000.00		45,000.00	Costs associated with CE to be covered by HILT
<b>TOTAL INCOME</b>	<b>200,000.00</b>	<b>77,556.00</b>	<b>154,000.00</b>	<b>431,556.00</b>	
EXPENSE DESCRIPTION	COUNTY	OTHER CASH	IN KIND	TOTAL	NARRATIVE (two lines - approx 160 characters)
ADMINISTRATION (PERSONNEL)					
OPERATIONS (INCLUDING CONTRACTED WORK)					
Land Purchase	200,000.00		153,000.00	353,000.00	Negotiated Purchase Price; partial in-kind donation of appraised value of Kakio 014 parcel by Hana Ranch Partners LLC
Attorney fees		12,000.00	1,000.00	13,000.00	review/draft acquisition related documents, 20 hours @ \$275/hr with \$50/hr provided in-kind discount
Appraisal review		6,000.00		6,000.00	
Land survey		3,000.00		3,000.00	Included in Job proposal from Akamai Land Surveying Inc. for other Maka'ala'e parcels so will not be charged separately as part of this acquisition
Environmental site assessment		3,900.00		3,900.00	Included in Job proposal from Lehua Environmental for other Maka'ala'e parcels so will not be charged separately as part of this acquisition
Baseline documentation		10,000.00		10,000.00	To be paid by HILT
CE Stewardship Fund		25,000.00		25,000.00	To be paid by HILT
CE Legal Defense Fund		10,000.00		10,000.00	To be paid by HILT
Notary Services		50.00		50.00	
Closing Costs		7,606.00		7,606.00	Taxes, Escrow fees, Title Insurance, Title Report estimated by Title Guaranty Escrow Services, Inc.
				0.00	
MARKETING					
OTHER					
<b>TOTAL EXPENSE</b>	<b>200,000.00</b>	<b>77,556.00</b>	<b>154,000.00</b>	<b>431,556.00</b>	





VIEW EAST OF LUSIT





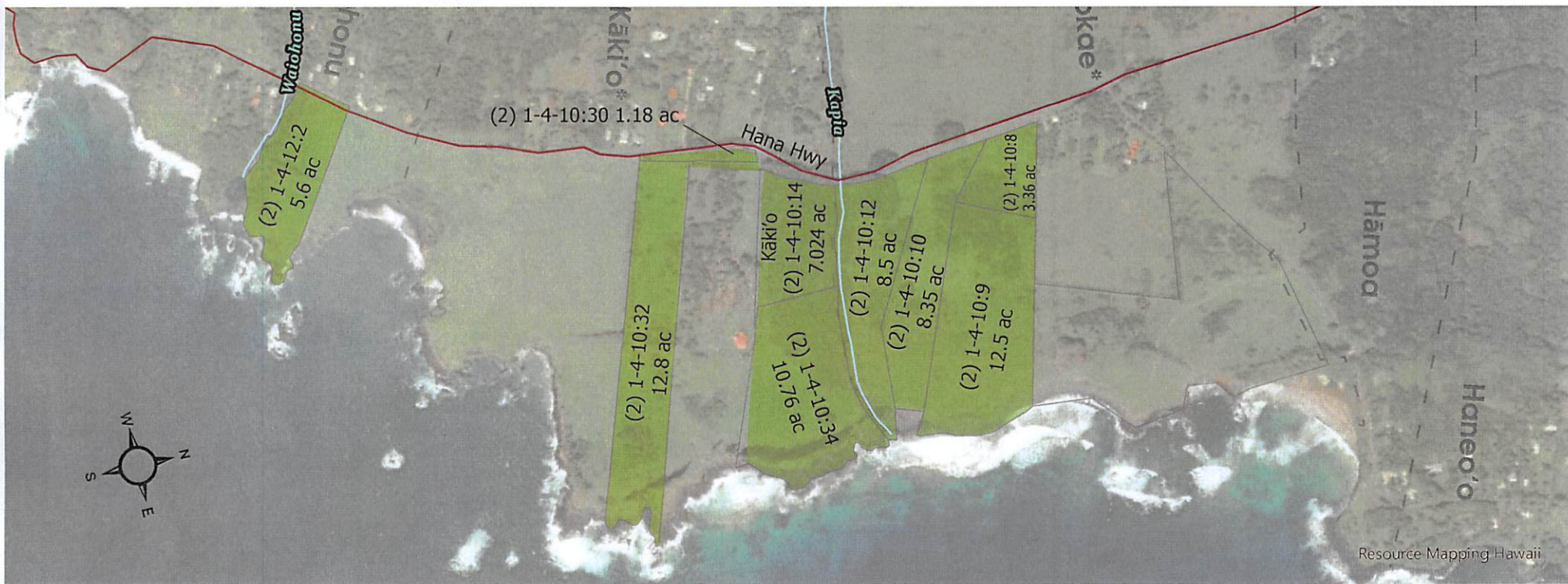
*Mokae plantation.*

ABM 78700



# SAVE HĀNA COAST: MAKĀ'ALAE, MOKAE II, AND KĀKI'O

WĀIOHONU, KĀKI'O, AND MOKAE • HĀNA • MAUI

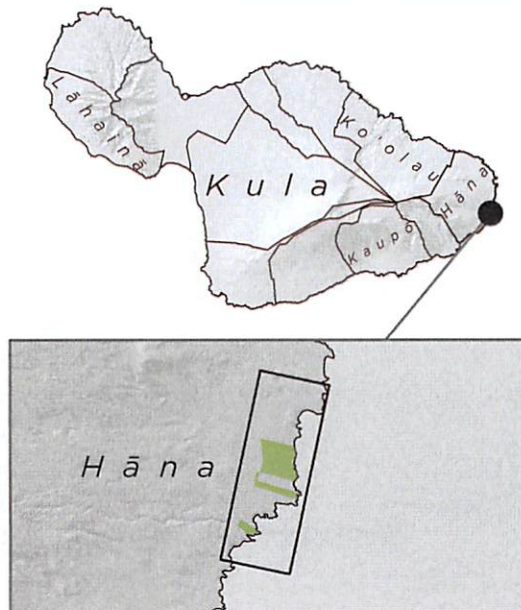


## Maka'alae FY21

- TMKs (2) 1-4-10:30,32,34 & 12:2 (29+ Acres)
- Funding: Maui County Open Space FY21 Special Purpose Revenue I (5) \$1,500,000 & State LLC FY20/FY21 \$1,581,700

## Mokae II & Kāki'o FY21

- Mokae II: TMKs (2) 1-4-10:8,9,10,12 (33+ Acres)
- Kāki'o: TMK (2) 1-4-10:14 (7+ Acres)
- Funding: Maui County Open Space FY21 Special Purpose Revenue I (8) \$2,100,000 & State LLC FY21 \$1,863,300





# SAVE HĀNA COAST: A LANDSCAPE LEVEL CONSERVATION EFFORT

WAIHONU, KĀKĪ'O & MOKAE • HĀNA • MAUI



## Maka'alae FY21

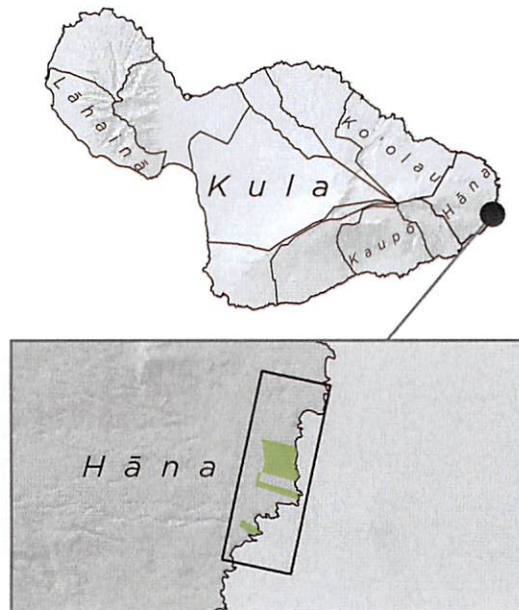
- TMKs (2) 1-4-10:30,32,34 & 12:2 (29+ Acres)
- Funding: Maui County Open Space FY21 Special Purpose Revenue I (5) \$1,500,000 & State LLC FY20/FY21 \$1,581,700

## Mokae II & Kāki'o FY21

- Mokae II: TMKs (2) 1-4-10:8,9,10,12 (33+ Acres)
- Kāki'o: TMK (2) 1-4-10:14 (7+ Acres)
- Funding: Maui County Open Space FY21 Special Purpose Revenue I (8) \$2,100,000 & State LLC FY21 \$1,863,300

## Protected Lands

- Mokae I (Completed 2019):
  - TMK (2) 1-4-10:4 (26+ Acres)
  - Funding: Maui County Open Space Fund FY19 \$726,879 & State LLC FY19 \$2,118,000
- Other HILT Conservation Easements (55+ Acres)



# Request for Taxpayer Identification Number and Certification

Give Form to the  
requester. Do not  
send to the IRS.

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

Ke Ao Halli

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☒ Other (see instructions) ►

Nonprofit corporation

4 Exemptions (codes apply only to certain entities; not individuals; see instructions on page 3):

Exempt payee code (if any) \_\_\_\_\_

Exemption from FATCA reporting code (if any) \_\_\_\_\_

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

PO Box 115

Requester's name and address (optional)

6 City, state, and ZIP code:

Hana, HI 96713

7 List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

\_\_\_\_ - \_\_\_\_ - \_\_\_\_

or

Employer identification number

8 3 - 0 6 5 3 5 7 6

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign  
Here

Signature of  
U.S. person ►

Date ►

June 4, 2019

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.



# DCCA State of Hawaii

Downloaded on August 27, 2020.

The information provided below is not a certification of good standing and does not constitute any other certification by the State.

Website URL: <http://hbe.ehawaii.gov/documents>

## Business Information

MASTER NAME	KE AO HALI'I
BUSINESS TYPE	Domestic Nonprofit Corporation
FILE NUMBER	290381 D2
STATUS	Active
PURPOSE	LAND CONSERVATION AND MANAGEMENT
PLACE INCORPORATED	Hawaii UNITED STATES
INCORPORATION DATE	Mar 28, 2018
MAILING ADDRESS	PO BOX 115 HANA, Hawaii 96713 UNITED STATES
CROSS REFERENCE NAME	KEAO HALI'I
TERM	PER
AGENT NAME	LIPOA RAE KAHALEUAAHI
AGENT ADDRESS	6756 HANA HWY HANA, Hawaii 96713 UNITED STATES

## Annual Filings

FILING YEAR	DATE RECEIVED	STATUS
2020	Jan 11, 2020	Processed
2019	May 31, 2019	Processed

## Officers

NAME	OFFICE	DATE
CRAWFORD,SCOTT	C/D	Jul 2, 2020
O'HARA,JOHN	VC/D	Jul 2, 2020
KAHALEUAAHI,LIPOA RAE	S/D	Jul 2, 2020
HOREN,MICHELLE	T/D	Jul 2, 2020
AKOI,SAM IV	D	Jul 2, 2020
KAHANA,MARY ANN	D	Jul 2, 2020
MEDEIROS,MAVIS	D	Jul 2, 2020
MEYER,CHAD	D	Jul 2, 2020
PARK-KAIKALA,NANI	D	Jul 2, 2020
RAYNER,ROBIN	D	Jul 2, 2020
DAVIS,KENNETH	D	Jan 1, 2020



**STATE OF HAWAII  
STATE PROCUREMENT OFFICE**

**CERTIFICATE OF VENDOR COMPLIANCE**

This document presents the compliance status of the vendor identified below on the issue date with respect to certificates required from the Hawaii Department of Taxation (DOTAX), the Internal Revenue Service, the Hawaii Department of Labor and Industrial Relations (DLIR), and the Hawaii Department of Commerce and Consumer Affairs

**Vendor Name:** **KE AO HALI'I**

**Issue Date:** **08/27/2020**

**Status:** **Compliant**

Hawaii Tax#:

New Hawaii Tax#:

FEIN/SSN#: XX-XXX3576

UI#: No record

DCCA FILE#: 290381

**Status of Compliance for this Vendor on issue date:**

Form	Department(s)	Status
A-6	Hawaii Department of Taxation	Compliant
	Internal Revenue Service	Compliant
COGS	Hawaii Department of Commerce & Consumer Affairs	Exempt
LIR27	Hawaii Department of Labor & Industrial Relations	Compliant

**Status Legend:**

Status	Description
Exempt	The entity is exempt from this requirement
Compliant	The entity is compliant with this requirement or the entity is in agreement with agency and actively working towards compliance
Pending	The entity is compliant with DLIR requirement
Submitted	The entity has applied for the certificate but it is awaiting approval
Not Compliant	The entity is not in compliance with the requirement and should contact the issuing agency for more information

09/04/20

Ke Ao Hali'i  
Balance Sheet  
As of August 31, 2020

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	Aug 31, 20
<b>ASSETS</b>	
Current Assets	
Checking/Savings	
Bank of Hawaii	54,817.55
Total Checking/Savings	54,817.55
Total Current Assets	54,817.55
Fixed Assets	
Land	2,800,000.00
Total Fixed Assets	2,800,000.00
<b>TOTAL ASSETS</b>	<b>2,854,817.55</b>
<b>LIABILITIES &amp; EQUITY</b>	
Equity	
Retained Earnings	21,982.08
Net Income	2,832,835.47
Total Equity	2,854,817.55
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>2,854,817.55</b>

09/04/20

Ke Ao Hall'i  
Profit & Loss  
January through August 2020

	Jan - Aug 20
Ordinary Income/Expense	
Income	
Direct Public Support	
Corporate Contributions	31.41
Individ, Business Contributions	21,148.05
Total Direct Public Support	21,179.46
Government Contracts	23,084.14
Government Grants	2,800,000.00
Total Income	2,844,263.60
Expense	
Business Expenses	
Business Registration Fees	34.00
Total Business Expenses	34.00
Professional Services	
Escrow Fees	40.00
Appraisal Fees	1,562.49
Legal Fees	7,437.44
Notary Fees	40.00
Total Professional Services	9,079.93
Operations	
Land Management Supplies	50.22
Insurance	1,398.70
Travel and Meetings	
Travel	57.50
Travel and Meetings - Other	336.68
Total Travel and Meetings	394.18
Postage, Mailing Service	36.85
Printing and Copying	62.24
Office Supplies	61.93
Telephone, Telecommunications	77.00
Website	33.08
Total Operations	2,114.20
Taxes	200.00
Total Expense	11,428.13
Net Ordinary Income	2,832,835.47
Net Income	2,832,835.47