

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawai'i 96813

May 22, 2009

Chairperson and Members  
Board of Land and Natural Resources  
State of Hawai'i  
Honolulu, Hawai'i

Board Members:

**SUBJECT: APPROVAL OF LEGACY LAND CONSERVATION PROGRAM  
GRANT TO THE AGRIBUSINESS DEVELOPMENT CORPORATION**

SUMMARY:

DOFAW is requesting the approval of the Board to disburse grant funding awarded to the Agribusiness Development Corporation (ADC) through a Legacy Land Conservation Program Grant Agreement.

BACKGROUND:

On June 8, 2007, the Board approved a grant \$1.1 million from the Land Conservation Fund (LCF) to ADC, for the acquisition of a 108.217-acre agricultural easement ("Easement") across land in Kunia, a portion of a property designated as Tax Map Key 1-9-2-001:011, on the Island of Oahu, from the Hawaii Agricultural Research Center (HARC). While this grant was originally approved under the condition that the acquisition be conducted by DLNR's Land Division, ADC has the ability to acquire interests in land under Chapter 163D, Hawaii Revised Statutes, and has requested to conduct the acquisition under its own authority.

In order to protect monies issued from the LCF, the LLCP forms contractual agreements with nonprofit and county grant recipients. State agencies typically acquire land through DLNR's Land Division under the authority of the Board. In instances where acquisitions are conducted outside of the Department, DOFAW recommends the formation of agreements to protect the Board's interests.

DISCUSSION:

With Act 254, SLH 2006, legislature appropriated \$1.1 million in funds from the (LCF) to the Department of Land and Natural Resources for the purchase of agricultural easements to protect farm and ranch lands throughout the state. The language of the Act

specifies that DLNR shall use the appropriation to “use and preserve federal farm and ranch land protection program funding for agricultural and cultural lands in Hawaii.” Through the LLCP, ADC requested these funds from DLNR for the purchase of the Easement in cooperation with the federal Farm and Ranchland Protection Program (FRPP), administered by the U.S. Department of Agriculture Natural Resources Conservation Services (NRCS).

At its June 8, 2007, meeting, the Board approved ADC’s request. The meeting minutes state the Board’s motion as follows: “On behalf of the Agribusiness Development Corporation (ADC), approve the Division’s recommendation to award funds to acquire the following property and encumber funds, under the FY07 LLCP ceiling, from the LCF for the following project: Project 7 Agribusiness Development Corporation (ADC), for \$1.1 million, to acquire a 108.217-acre agricultural easement across land in Kunia, on the Island of Oahu, from the Hawaii Agricultural Research Center (HARC); subject to the normal process and procedures for acquisition of lands by the State.” The language of the approval permits acquisition of the Easement by the Department and transfer of title to ADC. The submittal is attached as Exhibit A.

In order to comply with technicalities of its award agreements with NRCS, however, ADC has requested that it acquire the Easement directly. ADC has the authority to purchase real property (§163D-4(7), HRS). In order to protect the interests of the Board in administering funds under 173A, HRS, through the LLCP, DOFAW is recommending that a grant agreement be executed between the Board and ADC. This grant agreement will be similar to those used to protect funds disbursed to counties and nonprofit entities through the LLCP, and will be reviewed and approved by the Department of the Attorney General. The draft agreement is attached as Exhibit B.

RECOMMENDATIONS: That the Board:

1) That the Board authorize the Chairperson to enter into a Legacy Land Conservation Program Grant Agreement, as may be amended, for a grant of \$1.1 million to the Agribusiness Development Corporation (ADC), for the acquisition of a 108.217-acre agricultural easement across land in Kunia, on the Island of Oahu, from the Hawai’i Agricultural Research Center (HARC), from the Hawai’i State Land Conservation Fund, subject to:

- a. compliance with Act 254, SLH 2006;
- b. compliance with H.R.S., Chapter 173A;
- c. compliance with H.R.S., Chapter 343;
- d. certification of an appraisal by the Department;
- e. the deed containing the following language:

"This agricultural easement has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program (“LLCP”) through grant agreement number \_\_\_\_\_, dated \_\_\_\_\_, and is subject to all of the terms and

conditions of the grant agreement. The agricultural easement conveyed by this deed shall vest in the Agribusiness Development Corporation, subject to disposition instructions from the State of Hawaii, Department of Land and Natural Resources ("DLNR"), or its successor agencies. The agricultural easement shall be managed consistently with the purposes for which it was awarded a LLCP grant and Chapter 173A, Hawaii Revised Statutes.

The Agribusiness Development Corporation, for itself, its successors and assigns, and in consideration of the LLCP grant, does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this agricultural easement without the written approval of the DLNR or its successor agencies.

The Agribusiness Development Corporation further covenants that if the agricultural easement is sold, leased, rented, or otherwise disposed of by the Agribusiness Development Corporation, that portion of the net proceeds (sale price less actual expenses of sale) of such sale, rental, or proceeds equal to the proportion that the state grant bears to the original cost of the agricultural easement shall be paid to the State of Hawaii."

- f. approval of the Grant Agreement and of the Deed by the Attorney General's office; and,
- g. such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully submitted,



PAUL J. CONRY, Administrator  
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



LAURA H. THEILEN, Chairperson  
Board of Land and Natural Resources

**Attachments:**

- Exhibit A: Submittal before the Board of Land and Natural Resources by the Division of Forestry and Wildlife, June 8, 2007, Item C-3: "Review of the Legacy Land Conservation Commission Recommendations and Approval of Projects for Funding under the Fiscal Year 2007 Legacy Land Conservation Program (Land Conservation Fund)"
- Exhibit B: Draft Legacy Land Conservation Program Grant Agreement with Agribusiness Development Corporation

State of Hawai'i  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife  
Honolulu, Hawai'i 96813

June 8, 2007

Interim Chairperson and Members  
Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawai'i

Board Members:

**SUBJECT: REVIEW OF THE LEGACY LAND CONSERVATION COMMISSION  
RECOMMENDATIONS AND APPROVAL OF PROJECTS FOR  
FUNDING UNDER THE FISCAL YEAR 2007 LEGACY LAND  
CONSERVATION PROGRAM (LAND CONSERVATION FUND)**

SUMMARY:

Pursuant to H.R.S., 173A-2.5 (Attachment I), the Legacy Land Conservation Commission has produced recommendations to the Board of Land and Natural Resources on project selection for Fiscal Year 2007 (FY07) funding from the Legacy Land Conservation Program (LLCP). Pursuant to H.R.S., 173A-5, the Department has sought and received the consultation of the Senate President and Speaker of the House of Representatives. This submittal summarizes the results of these processes for the Board's review and requests approval of the Board for projects to receive FY07 LLCP funding based on these results.

BACKGROUND:

Legacy Land Conservation Commission Recommendations:

For the Fiscal Year 2007 application cycle, the Legacy Land Conservation Program (LLCP) advertised \$3.6 million in project funding from the Land Conservation Fund (LCF) for the purchase of lands having value as a resource to the State. Nonprofit land conservation organizations, county agencies, and State agencies applied for funding for ten separate resource land acquisition projects (Attachment II) for the October 16, 2006, application deadline. The Legacy Land Conservation Commission, at its May 18, 2007, meeting, recommended the following six applicants (in order of priority) for funding:

Approved by the Board of  
Land and Natural Resources  
at its meeting held on

06/08/07

ITEM C-3

Project 1: The Division of Forestry and Wildlife (DOFAW), Department of Land and Natural Resources, at \$430,250, for the acquisition of the 1,335.98-acre Carlsmith property near Hilo, on the Big Island of Hawai'i.

Project 2: The National Tropical Botanical Garden (NTBG), at \$1,500,000, for the acquisition of 169.87 acres in Honomā'ele, Hana, on the Island of Maui.

Project 3: The Cave Conservancy of Hawai'i, at \$154,000, for the acquisition of 9 acres in Kula Kai View Estates, on the Big Island of Hawai'i.

Project 4: The Kona Historical Society, at \$301,000, for the acquisition of the 5.536-acre Uchida Farm in Kealahou on the Big Island of Hawai'i.

Project 5: The County of Hawaii, at \$1,214,750, for the acquisition of 234.293 acres in Kawa'a, on the Big Island of Hawai'i.

Project 6: The Division of State Parks, at an unspecified amount, for the acquisition of 17 acres near Lapakahi State Historical Park, North Kohala, on the Big Island of Hawai'i. The Commission intended that this project serve as a backup project in the case that any of the ranked projects should fail to materialize before the June 30, 2007, deadline for encumbering program funds.

The Commission recommended Projects 1 through 4 for full funding, at a total of \$2,385,250. The Commission recommended that Project 5 be funded for the remaining \$1,214,750 in a flexible manner that maximizes the possibility of getting the deal done for either the specified parcel or an adjacent cluster of lands. The Commission also recommended that Project 6 be approved for funding as a contingency for any available balance left by the nonperformance of another project before the June 30, 2007, deadline for encumbering funds.

The Hawaii State Legislature, with Act 254, SLH 2006, appropriated \$1.1 million from the LCF for the purchase of agricultural easements in cooperation with the federal Farm and Ranchland Protection Program (FRPP). The following entity submitted a project proposal requested funding from this appropriation:

Project 7: Agribusiness Development Corporation (ADC), for \$1.1 million, to acquire a 108.217-acre agricultural easement across land in Kunia, on the Island of Oahu, from the Hawaii Agricultural Research Center (HARC).

This project proposal was approved for matching federal funding by the FRPP, however, citing concerns, that the project would support research on genetically modified crops, and large industrialized agricultural uses the Commission voted against recommending the proposal for funding.

### Legislative Consultation

On May 23, 2007, Department staff and the Commission Chair met with Senate President Colleen Hanabusa, Speaker of the House of Representatives Calvin Say, Senator Russell Kokubun and Representative Kenneth Ito to seek the consultation of these legislators regarding the Commission's recommendations, pursuant to H.R.S. Chapter 173A. The legislators agreed with the Commission regarding the funding of the first five grants listed above (Attachment III).

Notwithstanding the Commission's decision to the contrary, the legislators also recommended funding ADC's proposed acquisition of an agricultural easement on the Kunia parcel (Project 7 above). The legislators found the land to be "unique and productive agricultural" land meeting the criterion of §173A2.6(6), H.R.S., and opined that this land should be maintained in agricultural use in perpetuity.

The legislators also made a comment regarding land having resource value, stating the following: "When the State acquires an interest in land to preserve it, we feel that the State should acquire the fee simple interest and not merely an agricultural or conservation easement. If the State is to spend public funds to acquire such land, we feel that the State should hold the paramount interest."

### DISCUSSION:

The following discussion describes the details surrounding each of the Legacy Land Conservation Commission's recommended projects and discusses the Commission's denial of recommendation on the single project proposal for the Act 254, SLH 2006, appropriation.

#### Project 1. The Division of Forestry and Wildlife (DOFAW), DLNR, at \$430,250, for the acquisition of the 1,335.98-acre Carlsmith property near Hilo, on the Big Island of Hawaii.

DOFAW requested funding for a parcel of land on the windward flank of Mauna Loa in the Hilo District of the Island of Hawaii. This parcel, tax map key (TMK) (3) 2-4-008:003, is adjacent to the Waiakea Forest Reserve and provides habitat for several threatened and endangered species and contains old-growth merchantable koa timber. The property is being acquired from willing landowner Ivan Lui-Kwan (49%), the Carlsmith Ball law firm (50%), and several charities (1%) for either \$1,250,000 or the appraised fair market value of the property, whichever is the lesser value. Matching funds for the project include a \$870,000 grant from the U.S. Department of Interior's Recovery Land Acquisition Program and \$5,729.13 in in-kind services from the landowner. The property will be incorporated in State management as either a Forest Reserve or a Natural Area Reserve and managed for the protection of the threatened and endangered species on the property.

Project 2. The National Tropical Botanical Garden (NTBG), at \$1,500,000, for the acquisition of 169.87 acres in Honomā'ele, Hana, on the Island of Maui.

NTGB requested funding for a parcel of land in Honomā'ele, Hana, on East Maui. This parcel, TMK (2) 1-3-002:001, is adjacent to NTBG's Kahanu Garden and is within site distance from the Pi'ilanihale Heiau, a National Historic Landmark, and one of Hawaii's largest intact heiaus. The parcel also contains a native coastal plant community and a native Hala forest. The property is being acquired from willing landowner Kahanu Kinney Sweet, LLC. This landowner is providing a \$1,119,700 land value donation. The property will be managed for its natural and cultural resources and used to expand the Kahanu garden's botanical collection as part of the Kahanu Garden Master Plan

NTGB's mission is to enrich life through discovery, scientific research, conservation, and education by perpetuating the survival of plants, ecosystems, and cultural knowledge of tropical regions. NTBG is a nonprofit organization exempt from federal taxation under 501(c)(3) of the Internal Revenue Code (IRC).

Project 3. The Cave Conservancy of Hawaii (CCH), at \$154,000, for the acquisition of 9 acres in Kula Kai View Estates, on the Big Island of Hawai'i.

CCH requested funding for two subdivision lots in Kula Kai View Estates in the Kau District on the Big Island of Hawaii. These lots, TMK (3) 9-2-193:062 and TMK (3) 9-2-193:069, are eight miles north of the southern most point of the island and two miles makai of the Mamalahoa Highway. Both properties protect extensive areas of the Kipuka Kanohina cave system, which contains numerous archeological features, including trails, stairs, walls, platforms, terraces and gourd cradles. The caves also contain rare flora and fauna, some of which are still being researched and identified. The lots are being acquired from willing landowners William Bethman and Paul Myers. A third lot, TMK (3) 9-2-193:27, is being donated by CCH member as \$88,000 in matching funds for the project. The properties will be managed for public access and stewardship of the natural and cultural resources of the property.

CCH's overall management objective is to preserve cave systems from adverse impact inadvertently created by development of commercial or residential properties. CCH is a non-profit corporation, exempt from federal taxation under 501(c)(3) of the IRC.

Project 4. The Kona Historical Society (KHS), at \$301,000, for the acquisition of the 5.536-acre Uchida Farm in Kealahou on the Big Island of Hawai'i.

KHS requested funding for a lot in Kealahou, nearby the Manago Hotel and the Mamaloahoa Highway on the Big Island of Hawaii. The lot, TMK (3) 8-2-15:013, contains the Kona Coffee Living History Farm (D. Uchida Farm), which is a Smithsonian Institution Affiliate and is listed on State and National Registers of Historic Places. KHS currently has a lease agreement with the landowners with an option to buy the property for \$300,000. In effect, the landowner is donating \$1,700,000 in land value to this

project. KHS will continue to operate a self-sustaining coffee farm and living history tours on the property.

KHS's mission is to collect and preserve information about the history of the Kona district. KHS is nonprofit corporation and is exempt from federal taxation under 501(c)(3) of the IRC.

Project 5. The County of Hawaii, at \$1,214,750, for the acquisition of 234.293 acres in Kawa`a, on the Big Island of Hawai`i.

The County of Hawaii requested funding for a parcel near Kawa`a Bay in the district of Ka`u on the southeastern coast of the Big Island of Hawaii. The parcel, TMK, (3) 9-5-17:007, consists of the portion of the Hilea Nui ahupuaa below Highway 11. Several native Hawaiian threatened or endangered species are found on the parcel, as well as many cultural artifacts, including burial caves and remnant wells. The site also contains freshwater springs, anchialine ponds, and coastal access. The lot is being acquired from landowner Marcia Johnson. The County has offered \$500,000 to \$1.5 million in matching funds from the County's open space fund. The County will manage the land to protect its natural and cultural resources and public beach access.

The County of Hawaii intends to purchase four contiguous parcels along the Kawa`a coast. The Commission also recommended allowing the purchase of an adjacent parcel with the LLCP funds if the specified parcel should become unobtainable.

Project 6. The Division of State Parks (SP), as an alternate, for the acquisition of 17 acres near Lapakahi State Historical Park, North Kohala, on the Big Island of Hawai`i.

SP requested funding for a parcel within Kiapuhaa and Lamaloloa ahupua`a within Lapakahi State Historical Park in North Kohala on the Big Island of Hawaii. The parcel, TMK (3) 5-7-01:011, contains pre-contact archeological structures and abuts the Lapakahi Marine Life Conservation District. In its undeveloped state, it preserves an open-space corridor from the ocean to Akoni Pule Highway. SP is seeking to acquire the parcel from a landowner that is potentially willing to sell. SP plans to request \$800,000 in matching funds from the U.S. Dept. of Interior's Land and Water Conservation Fund. SP plans to manage the parcel for its archeological values and public access as part of the State Park System.

Project 7. Agribusiness Development Corporation (ADC), for \$1.1 million, to acquire a 108.217-acre agricultural easement across land in Kunia, on the Island of Oahu, from the Hawai`i Agricultural Research Center (HARC).

ADC requested funding for a parcel of land in Kunia, on the Island of Oahu, at the corner of Highway 1 and Kunia Road. The parcel, part of TMK (1) 9-2-01:11, was formerly a sugarcane field and is now an agricultural research site for crops such as sugarcane, coffee, cacao, corn, and papaya. The site houses several structures, including a house, greenhouse, storage sheds, laboratories, and office space. The landowner, HARC, plans

to subdivide the parcel to gain 100% undivided interest in the 108.217 acre site, and to construct an energy efficient laboratory facility and agricultural business facility on the land.

With Act 254, SLH 2006, the Legislature appropriated \$1.1 million out of the LCF for fiscal year 2006-2007 for “the purchase of agricultural easements to protect farm and ranch lands throughout the state” to “use and preserve federal farm and ranch land protection program funding for agricultural and cultural lands in Hawaii.” The FRPP, a program within the U.S. Department of Agriculture’s Natural Resource Conservation Service, signed a cooperative agreement with ADC in August, 2006, obligating \$1,839,412 in federal funding towards the acquisition of conservation easements. To use this federal funding, ADC must provide 50% of the land acquisition costs, up to 25% of which may be in the form of a land value donation. Attached to this agreement was a single pending conservation easement offer for the above-described Kunia property. ADC’s request for funding is the sole project application for this appropriation.

ADC is a public corporation and a State agency organized within the Hawaii Department of Agriculture. ADC was created by H.R.S. Chapter 163D to facilitate the transition of agricultural infrastructure from plantation operations into other agricultural enterprises. ADC’s easement will run with the land in perpetuity, prevent the land from being converted to nonagricultural uses, and require management of the property in accordance with a conservation plan developed using NRCS specifications and standards.

The FRPP requires that the farm or ranchland purchased with program funding be composed of at least 50 percent of prime, unique, Statewide, or locally important soil or contain historic or archaeological sites. To be eligible, the land must be covered by a conservation plan for any highly erodible land, be large enough to sustain agricultural production, be accessible to markets for what the land produces, and be surrounded by parcels of land that can support long-term agricultural production. NRCS has approved funding for this property under the FRPP.

Legislative Consultation: The Senate President and Speaker of the House were in agreement with the Commission recommendations for funding projects 1-5 described above. The Division concurs. The Legislators disagreed with the Commission and recommended funding Project 7, the acquisition of an agricultural easement from HARC. Based on the intent of this program to preserve agricultural land, the pressures to convert agricultural lands in this area of Oahu, the strong interest in the legislature to support preservation of important agricultural lands, the specific earmark of funds for this program, and the Division’s history and knowledge of the valuable research that HARC has and will continue to provide to support important conservation and agricultural projects, the Division supports funding of this project.

The Legislators also recommended that when using public funds to acquire lands, the State should hold the paramount interest. The Division interpretation of H.R.S. 173A-9 is that it provides and encourages awarding of grants to state agencies, counties, and nonprofit land conservation organizations to acquire fee title or permanent conservation

easements under this program. Providing a requirement for or preference for projects that do end up with the State holding fee or paramount interest was not required in the program this year and is a policy issue that will need to be clarified with the Legislature. Although the Division does not recommend making this a requirement for this year's grants, we plan to work with the Commission, Legislature and the Attorney General's office to determine how this recommendation can be addressed either by changes in the statute or including a preference for State ownership in the LLC criteria in the upcoming fiscal year program.

RECOMMENDATIONS: That the Board:

1) Approve the award of grants and authorize the Chairperson to enter into agreements and encumber FY07 funds with the listed grant recipients for the following projects:

Project 2. NTGB, a nonprofit organization, at \$1,500,000, for the acquisition of a fee simple interest in 169.87 acres in Honomā'ele, Hana, on the Island of Maui;

Project 3. CCH, a nonprofit organization, at \$154,000, for the acquisition of 9 acres in Kula Kai View Estates, on the Big Island of Hawai'i;

Project 4. KHS, a nonprofit organization, at \$301,000, for the acquisition of a fee simple interest in the 5.536-acre Uchida Farm in Kealakekua on the Big Island of Hawai'i;

Project 5. The County of Hawai'i, at \$1,214,750, for the acquisition of a fee simple interest in 234.293 acres in Kawa'a, on the Big Island of Hawai'i;

from the Hawai'i State Land Conservation Fund, subject to:

- a. compliance with H.R.S., Chapter 173A;
- b. compliance with H.R.S., Chapter 343;
- c. certification of an appraisal for each project by the Department;
- d. the formation of provisions protecting the resource value of the lands, to be inserted into the deed as a condition of contractual agreements with the grant recipients;
- e. final approval of contractual agreements by the Board;
- f. the deed containing language that provides:
  - i. that any interest acquired by the grant recipient may be sold, leased or otherwise disposed of only with the prior written approval of the BLNR;
  - ii. should the grant recipient's interest in land be sold, leased or otherwise disposed of in the future, that portion of the proceeds equal to the proportion of the original acquisition price paid for by the State, shall be repaid to the State; and
- g. approval of the Grant Agreement and of the Deed by the Attorney General's office;
- h. the approval of the Governor.

2) Approve the acquisition of the following property and authorize the Chairperson to execute a letter of offer to the landowner and encumber funds, under the FY07 LLCP ceiling, from the LCF for the following project:

Project 1. DOFAW, DLNR, at \$430,250, for the acquisition of a fee simple interest in the 1,335.98-acre Carlsmith property near Hilo, on the Big Island of Hawai'i;

Subject to the normal process and procedures for the acquisition of lands by the State.

3) Approve as a contingency the acquisition of and authorize the Chairperson to execute a letter of offer to the landowner and encumber funds, under the FY07 LLCP ceiling, from the LCF for the following project:

Project 6. SP, DLNR, as an alternate, for the acquisition of a fee simple interest in 17 acres near Lapakahi State Historical Park, North Kohala, on the Big Island of Hawai'i;

subject to the normal processes and procedures for the acquisition of lands by the State.

4) On behalf of the Agribusiness Development Corporation (ADC) approve the acquisition of and authorize the Chairperson to execute a letter of offer to the landowner, encumber FY07 funds, and enter into an agreement with ADC for the following acquisition:

7. Agribusiness Development Corporation (ADC), for \$1.1 million, to acquire a 108.217-acre agricultural easement across land in Kunia, on the Island of Oahu, from the Hawai'i Agricultural Research Center (HARC);

subject to the final approval of agreements by the Board and the normal processes and procedures for the acquisition of lands by the State.

5) Authorize the Department to obtain State-contracted appraisals to determine fair market value of the fore stated interests in property.

6) Authorize the Department to proceed with all due diligence and negotiations that may be necessary to carry out the grants and acquisitions mentioned above.

Respectfully submitted,

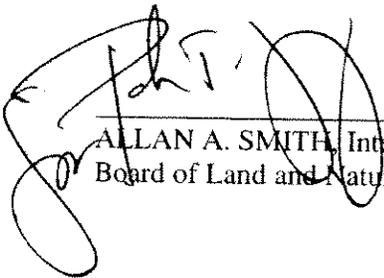


PAUL J. CONRY, Administrator  
Division of Forestry and Wildlife

Attachments:

- Attachment I: Hawaii Revised Statutes, Chapter 173A
- Attachment II: Chart: 2006 Legacy Land Conservation Program Funding Requests & Recommended Grants
- Attachment III: Letter of consultation form the Senate President and the Speaker of the House of Representatives.
- Attachment IV: Location & Parcel Maps

APPROVED FOR SUBMITTAL:



ALLAN A. SMITH, Interim Chairperson  
Board of Land and Natural Resources

## CHAPTER 173A - ACQUISITION OF RESOURCE VALUE LANDS

*(This is an unofficial copy Chapter 173A, Hawaii Revised Statutes. Official text of Chapter 173A can be found in the Hawaii Revised Statutes and its supplements.)*

### Section

173A-1 Purpose

173A-2 Definitions

173A-2.4 Legacy land conservation commission

173A-2.5 Responsibilities of the legacy land conservation commission

173A-2.6 Land acquisition priorities

173A-3 Resource land acquisition plan

173A-4 Authority to acquire and convey

173A-5 Land conservation fund

173A-6 Acquisition of land

173A-7 Administration and management

173A-8 Development of land acquired by the board

173A-9 Grants to state agencies, counties, and nonprofit land conservation organizations

173A-10 Proceeds of sale, lease, or other disposition

173A-11 General powers

173A-12 Federal and other grants

**[§173A-1] Purpose.** The State has provided for the regulation of land use and development throughout the State under the provisions of the land use law, and has provided through that law for the controlled regulation of land use and development of lands which have natural, environmental, recreational, scenic or historic value. However, these lands, though protected by the land use law, may in many instances require placement under public ownership and management in order that they can be made accessible to all of the people of the State. The purpose of this chapter is to provide for the acquisition and management of such lands in those instances in which such acquisition and management are considered necessary by the State. [L 1973, c 77, §1]

**§173A-2 Definitions.** As used in this chapter:

"Board" means the board of land and natural resources.

"Department" means the department of land and natural resources.

"Land" means the earth, water, and air, above, below, or on the surface, and includes easements and rights in land, and any improvement on land.

"Land having value as a resource to the State" includes land having natural, environmental, recreational, scenic, cultural, agricultural production, or historic value, and may also include park and trail systems that provide access to any such land. [L 1973, c 77, §2; am L 2005, c 156, §3]

**[§173A-2.4] Legacy land conservation commission.** (a) There is established within the department of land and natural resources a legacy land conservation commission. The commission shall consist of nine members, with at least one member from each of the counties, who shall be appointed in the manner and serve for the term set forth in section 26-34 as follows:

(1) Four of the members of the commission shall be persons possessing scientific qualifications as evidenced by an academic degree in wildlife or marine biology, botany, forestry, ecology, resource management, biogeography, zoology, or geology;

(2) One member shall be a person possessing membership in an environmental organization organized in the State;

(3) One member shall be a person possessing membership in a land conservation organization organized in the State;

(4) One member shall be a person possessing membership in a statewide agricultural association; and

(5) One member shall be a person knowledgeable about native Hawaiian culture.

The chairperson of the natural area reserves system commission shall serve as an ex officio voting member and the chairperson of the commission. The members shall receive no compensation for their services on the commission but shall be entitled to reimbursement for necessary expenses, including travel expenses, incurred in the discharge of their duties.

(b) Any action taken by the commission shall be by a simple majority of its members. Five members of the commission shall constitute a quorum.

(c) Except as otherwise provided in this chapter, the commission shall be subject to sections 26-34, 26-35, 26-35.5, and 26-36.

(d) The commission may adopt rules pursuant to chapter 91 to carry out its duties. [L 2006, c 254, pt of §1]

**[§173A-2.5] Responsibilities of the legacy land conservation commission.** The responsibilities of the commission shall include, but not be limited to:

(1) Advising the department and the board on any proposal, public or private, for the acquisition of any interest or rights in land having value as a resource to the State;

(2) Advising the department and the board on any requests for grants from the fund to a qualifying state or county agency or nonprofit land conservation organization for the preservation of lands having value as a resource to the State;

(3) Recommending to the board the acquisition of interests or rights in certain lands having value as a resource to the State; and

(4) Reviewing and adopting rules relating to the criteria it applies in advising the department and the board and making recommendations to the board regarding land acquisitions and grants made pursuant to this chapter. [L 2006, c 254, pt of §1]

**§173A-2.6 Land acquisition priorities.** In advising the department and the board, the commission shall give the following lands priority in its recommendations for acquisitions:

(1) Lands having exceptional value due to the presence of:

(A) Unique aesthetic resources;

(B) Unique and valuable cultural or archaeological resources; or

(C) Habitats for threatened or endangered species of flora, fauna, or aquatic resources;

(2) Lands that are in imminent danger of development;

(3) Lands that are in imminent danger of being modified, changed, or used in a manner to diminish its value;

(4) Lands providing critical habitats for threatened or endangered species that are in imminent danger of being harmed or negatively impacted;

(5) Lands containing cultural or archaeological sites or resources that are in danger of theft or destruction; and

(6) Lands that are unique and productive agricultural lands. [L 2006, c 254, pt of §1]

**§173A-3 Resource land acquisition plan.** In consultation with the senate president and speaker of the house of representatives, the department shall prepare and, from time to time, revise a plan for the acquisition of land having value as a resource to the State. This plan shall guide the board in acquiring such land in the exercise of its powers under this chapter. In preparing this plan, the department may institute studies relating to the need for such land and shall consider any plan relating to the acquisition of such land that has been prepared by any state or county agency. [L 1973, c 77, §3; am L 2006, c 254, §2]

**§173A-4 Authority to acquire and convey.** (a) In consultation with the senate president and speaker of the house of representatives, the board may acquire, by purchase, gift, or the exercise of the power of eminent domain as authorized by chapter 101, any land having value as a resource to the State. Such acquisition is hereby declared to be for a public use.

(b) The board may, subject to chapter 171, in consultation with the senate president and speaker of the house of representatives, and with the approval of the governor, sell, lease, or otherwise convey any such land subject to terms and conditions that it deems appropriate and that will ensure that the transferee shall not use the land in a manner that is inconsistent with the purposes for which it was acquired by the board. The terms and conditions shall run with the land and shall be binding on the transferee's heirs, successors, and assigns. The board may seek enforcement of the terms and conditions in any court of appropriate jurisdiction. [L 1973, c 77, §4; am L 2006, c 254, §3]

**§173A-5 Land conservation fund.** (a) A land conservation fund, hereinafter called "fund", is hereby established.

(b) The proceeds from the sale of any general obligation bonds, authorized and issued for purposes of this chapter, shall be deposited in or credited to the fund.

(c) Any net proceeds or revenue from the operation, management, sale, lease, or other disposition of land or the improvements on such land, acquired or constructed by the board under the provisions of this chapter, shall also be deposited in or credited to the fund.

(d) Ten per cent of all taxes imposed and collected by section 247-1 shall be deposited in or credited to the fund every year.

(e) The fund shall be administered and managed by the department.

(f) The acquisition of interests or rights in land having value as a resource to the State for the preservation of:

- (1) Watershed protection;
- (2) Coastal areas, beaches, and ocean access;
- (3) Habitat protection;
- (4) Cultural and historical sites;
- (5) Recreational and public hunting areas;
- (6) Parks;
- (7) Natural areas;
- (8) Agricultural production; or
- (9) Open spaces and scenic resources,

constitutes a public purpose for which public funds may be expended or advanced.

(g) The fund shall be used for:

(1) The acquisition of interests or rights in land having value as a resource to the State, whether in fee title or through the establishment of permanent conservation easements under chapter 198; and

(2) Annual administration costs for the fund, not to exceed five per cent of annual fund revenues of the previous year.

(h) Based on applications from state agencies, counties, and nonprofit land conservation organizations, the department, in consultation with the senate president and speaker of the house of representatives, shall recommend to the board specific parcels of land to be acquired, restricted with conservation easements, or preserved in similar fashion. The board shall review the selections and approve or reject the selections according to the availability of moneys in the fund. To be eligible for grants from the fund, state and county agencies and nonprofit land conservation organizations shall submit applications to the department that contain:

(1) Contact information for the project;

(2) A description of the project;

(3) The request for funding;

(4) Cost estimates for acquisition of the interest in the land;

(5) Location and characteristics of the land; and

(6) Other similar, related, or relevant information as may be determined by the department.

(i) For applications approved by the board, the board may acquire land having value as a resource to the State, pursuant to section 173A-4, or the board may award grants from the fund to the qualifying state or county agencies or nonprofit land conservation organizations for the preservation of the real property. Where the recipient of a grant is a county agency or nonprofit land conservation organization, the board shall require additional matching funds of at least twenty-five per cent of the total project costs. Matching funds may be in the form of:

(1) Direct moneys;

(2) A combination of public and private funds;

(3) Land value donation;

(4) In-kind contributions; or

(5) Any combination of the above,

and evidence of these matching funds shall be made available from the qualifying entities prior to distribution of the fund grant.

(j) The board shall:

(1) Track amounts disbursed from the fund;

(2) Prepare an annual report to be transmitted to the governor and the legislature at least twenty days prior to the convening of each regular session of the legislature. The annual report shall include:

(A) A summary of all interests or rights in land acquired during the preceding fiscal year;

(B) A summary of what value each newly acquired land has as a resource to the State;

(C) Proposals for future land acquisitions, including a summary of the resource value that the land may possess;

(D) A financial report for the preceding fiscal year; and

(E) Objectives and budget projections for the following fiscal year; and

(3) Make copies of the annual report available to the public. [L 1973, c 77, §5; am L 2005, c 156, §4; am L 2006, c 254, §4]

**[§173A-6] Acquisition of land.** The board shall prepare an annual program for the purchase or acquisition by eminent domain of land having value as a resource to the State. [L 1973, c 77, §6]

**[§173A-7] Administration and management.** The board shall, subject to chapter 171, administer, maintain, and manage any land acquired under the provisions of this chapter, may charge such fees for the use of any such land as it considers to be reasonable, and may construct on such land any improvement which it deems to be necessary to carry out the purposes of this chapter. The board may adopt and from time to time amend regulations implementing the provisions of this chapter. [L 1973, c 77, §7]

**[§173A-8] Development of land acquired by the board.** On the land acquired under this chapter the board may undertake any development which is consistent with the land use law and all other laws applicable to the land and development.

For purposes of this section, "development" includes (1) any building or mining operation; (2) any material change in use, intensity of use, or appearance of any structure or land; or (3) the division of land into two or more parcels. [L 1973, c 77, §8]

**§173A-9 Grants to state agencies, counties, and nonprofit land conservation organizations.** After consultation with the senate president and speaker of the house of representatives, and subject to the approval of the governor, the board may make grants to state agencies, counties, and nonprofit land conservation organizations from available funds for the purchase or acquisition of interests or rights in land having value as a resource to the State, whether in fee title or through the purchase of permanent conservation easements under chapter 198, and approved for purchase or acquisition by the board. Any land so acquired by any state agency or county may be sold, leased, or otherwise disposed of, subject to chapter 171, with the prior written approval of the board. Any land acquired by any nonprofit land conservation organization under this chapter may be sold, leased, or otherwise disposed of with the prior written approval of the board. Any permanent conservation easement established under this section that includes partnership with a federal land conservation program may be transferred only as provided by rules of the federal program. [L 1973, c 77, §9; am L 2005, c 156, §5; am L 2006, c 254, §5]

**§173A-10 Proceeds of sale, lease, or other disposition.** Whenever any such land is sold by any state agency, county, or nonprofit land conservation organization, that portion of the net proceeds (sale price less actual expenses of sale) of such sale equal to the proportion that the grant by the State bears to the original cost of the land or other property shall be paid to the State. In the event any such land or other property is leased, rented, or otherwise disposed of, that portion of the rental or proceeds equal to the proportion that the grant by the State bears to the original cost of the land or other property shall be paid to the State. Any proceeds received by the State pursuant to this section that were originally paid out of the fund pursuant to section 173A-9 shall be redeposited in or credited to the fund. This section shall not apply to rents of property protected by permanent conservation easements established by grants from the fund. [L 1973, c 77, §10; am L 2005, c 156, §6]

**[§173A-11] General powers.** In carrying out its functions under this chapter the board may do all things necessary, useful, and convenient in connection with the acquisition, administration, maintenance, and management of lands having value as a resource to the State, subject to all applicable laws, and may provide any necessary assistance to any county in the acquisition of land having value as a resource to the State. The authority to acquire land which is conferred by this chapter is in addition and supplemental to any authority to acquire land which is conferred on the board by any other chapter. [L 1973, c 77, §11]

**[§173A-12] Federal and other grants.** The board and any county may comply with any condition, regulation, restriction, or requirement imposed by the United States or any other governmental agency, or by any person in any program providing grants or other funds for the acquisition of land having value as a resource to the State. [L 1973, c 77, §12]



Agency	Property Location / Description	Type of property interest	Intended holder of interest	Size of property	Matchmaking Funds, Private, Public, other land value donation or kind contribution	TOO'S MATCHING FUNDS	LF REQUESTED AMOUNT	LFCC RECOMMENDED FUNDING
DLNR, Division of Forestry & Wildlife	Waiheke Mauna Loa, Hilo District, Island of Hawaii / threatened & endangered species habitat	FS	State of Hawaii	1,236.25 acre parcel	\$870,000, UNDOOTI Trust and Waiaho Service Recovery Land Acquisition Program; Secured; \$5,726,113, Laidlawer Inc. LLC; Secured	\$870,000	\$840,250	\$430,250
National Tropical Botanical Garden	Honolulu, Hahaione, East Maui / in view of maui heia, native hala forest	FS	National Tropical Botanical Garden	169.87 acres	\$1,119,700; Kahana Kinney Sweet LLC; Pending	\$1,119,700	\$1,500,000	\$1,500,000
Cave Conservancy of Hawaii	Kula Kai View Estates, Kau District, Island of Hawaii / cave system, natural and archeological values	FS	Cave Conservancy of Hawaii	Three acres per parcel, (9 total)	Up to \$10,000 if needed; Cave Conservancy of Hawaii, Inc., to cover additional contingencies or shortfalls; available pending receipt of Grant \$88,000 TMK 9-2-193-27 (Land and small cabin to be donated); Members of CCoH will donate the land (value \$75,000) and small cabin (value \$13,000) to the CCoH as a match to this grant request.	\$93,000	\$154,000	\$154,000
Kona Historical Society	Kaunakakai, Island of Hawaii / historic coffee farm	FS	Kona Historical Society	5.536 acres	\$1,700,000	\$1,700,000	\$301,000	\$301,000
County of Hawaii	Kawaa Bay, District of Kauai, Island of Hawaii / archeological structures, freshwater springs	FS	County of Hawaii	234,393 acres	Acquisition costs that may exceed appraised value; Private donors. Currently seeking \$500K - \$1.5M; County Public Access, Open Space Fund; Introduced legislation waiting for Council approval	\$500,000 to \$1,500,000	\$1,500,000	\$1,214,750
DLNR, Division of State Parks	Lapakahi, North Kohala, Island of Hawaii / archeological structures	FS	State of Hawaii	17 acres	\$15,000; Parks Special Fund; Secured \$300,000; LWCF (federal grant); Pending	\$315,000	\$2,000,000	Alternate
Trust for Public Land	Lapakahi, North Kohala, Island of Hawaii / archeological structures	FS	While the intent is for the State of Hawaii to ultimately hold the property, TPL will acquire the property initially	26 acres	\$2,600,000; NOAA, CELFP; Pending \$1,100,000; State CIP Appropriation; Pending; \$99,000; The Trust for Public Land; Secured	\$3,799,000	\$1,500,000	\$1,500,000
Kauai Public Land Trust	Hanaele River Estuary, North Shore, Kauai / public access, endangered species (next to Black Pit B.P.)	FS	County of Kauai; Kauai Public Land Trust for a brief period initially	9.33 acre (14,636 sq ft) and 0.92 acre (40,119 sq ft)	\$1,100,000; NOAA, CELFP; Secured; \$8,000; Hanaele Watershed Hut; Secured; \$2,000; Naniolo Kama Canoe Club; Secured; \$2,000; Hanaele Hawaiian Civic Canoe Club; Secured	\$2,027,000	\$1,000,000	\$1,000,000
Trust for Public Land	Kapua maku, District of South Kohala, Island of Hawaii / archeological structures, lowland dry forest	FS	State of Hawaii; While the intent is for the State of Hawaii to ultimately hold the property, TPL will acquire the property initially.	Total Acreage: 7,781.436 acres	\$3,000,000; NOAA, CELFP; Pending \$2,000,000; State CIP Appropriation; Pending \$1,000,000; County of Hawaii; Pending \$4,410,000; Landowner; Pending \$49,500; in-kind contribution	\$10,459,500	\$2,000,000	\$2,000,000
Agricultural Development Corporation	Kunia, corner of H-1 and Kunia Rd., Island of Oahu / agricultural land	AE	State of Hawaii	108.217 acres	NRCSPRPP; \$1,750,000 (secured)	\$1,750,000	\$1,100,000	\$1,100,000



CALVIN K.Y. SAY  
SPEAKER

## HOUSE OF REPRESENTATIVES

STATE OF HAWAII  
STATE CAPITOL  
HONOLULU, HAWAII 96813



Mr. Allan Smith, Acting Chairperson  
Board of Land and Natural Resources  
State of Hawaii  
P.O. Box 621  
Honolulu, HI 96809

Dear Chairperson Smith:

### Legacy Land Grant Recommendations

Chapter 173A, Hawaii Revised Statutes, imposes upon the Senate President and House Speaker the duty of providing advice to the Board of Land and Natural Resources before certain actions are taken with respect to the acquisition of lands having resource value to the State.

To fulfill this duty, we have reviewed the Legacy Land Commission's list of recommended grants from the land conservation fund in fiscal year 2006-07 for the acquisition of such lands. We also have discussed the recommendations with a member of the Commission and staff of your Department.

Based on the review and discussion, we agree with the Commission that the following five grants be funded:

- (1) The Division of Forestry and Wildlife, DLNR, at \$430,250 for the acquisition of 1,336.25 acres near Hilo, Hawaii;
- (2) The National Tropical Botanical Garden, at \$1,500,000 for the acquisition of 169.87 acres in Honomaele, Hana, Maui;
- (3) The Cave Conservancy of Hawaii, at \$154,000 for the acquisition of nine acres in Kula Kai View Estates, Hawaii;
- (4) The Kona Historical Society, at \$301,000 for the acquisition of the 5.536-acre Uchida Farm in Kealekakua, Hawaii; and
- (5) The County of Hawaii, at \$1,214,750 for the acquisition of 234.293 acres in Kawa'a, Hawaii.

ATTACHMENT III

In addition, we recommend that the following grant be funded, notwithstanding the Commission's unfavorable recommendation:

- (6) Agribusiness Development Corporation, at \$1,100,000 to acquire an agricultural easement across 108.217 acres of land in Kunia, Oahu, from the Hawaii Agricultural Research Center.

We find that this land is "unique and productive agricultural" land meeting the criterion of section 173A-2.6(6), HRS, and should be maintained in agricultural use in perpetuity.

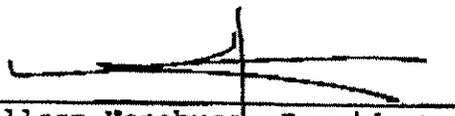
Other Comment

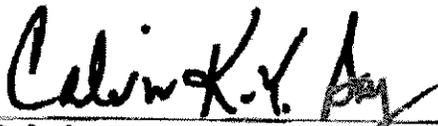
We also would like to offer a brief comment on another issue concerning land having resource value.

When the State acquires an interest in land to preserve it, we feel that the State should acquire the fee simple interest and not merely an agricultural or conservation easement. If the State is to spend public funds to acquire such land, we feel that the State should hold the paramount interest.

Thank you for the opportunity to provide these recommendations and comments. If we may be of further assistance, please contact us.

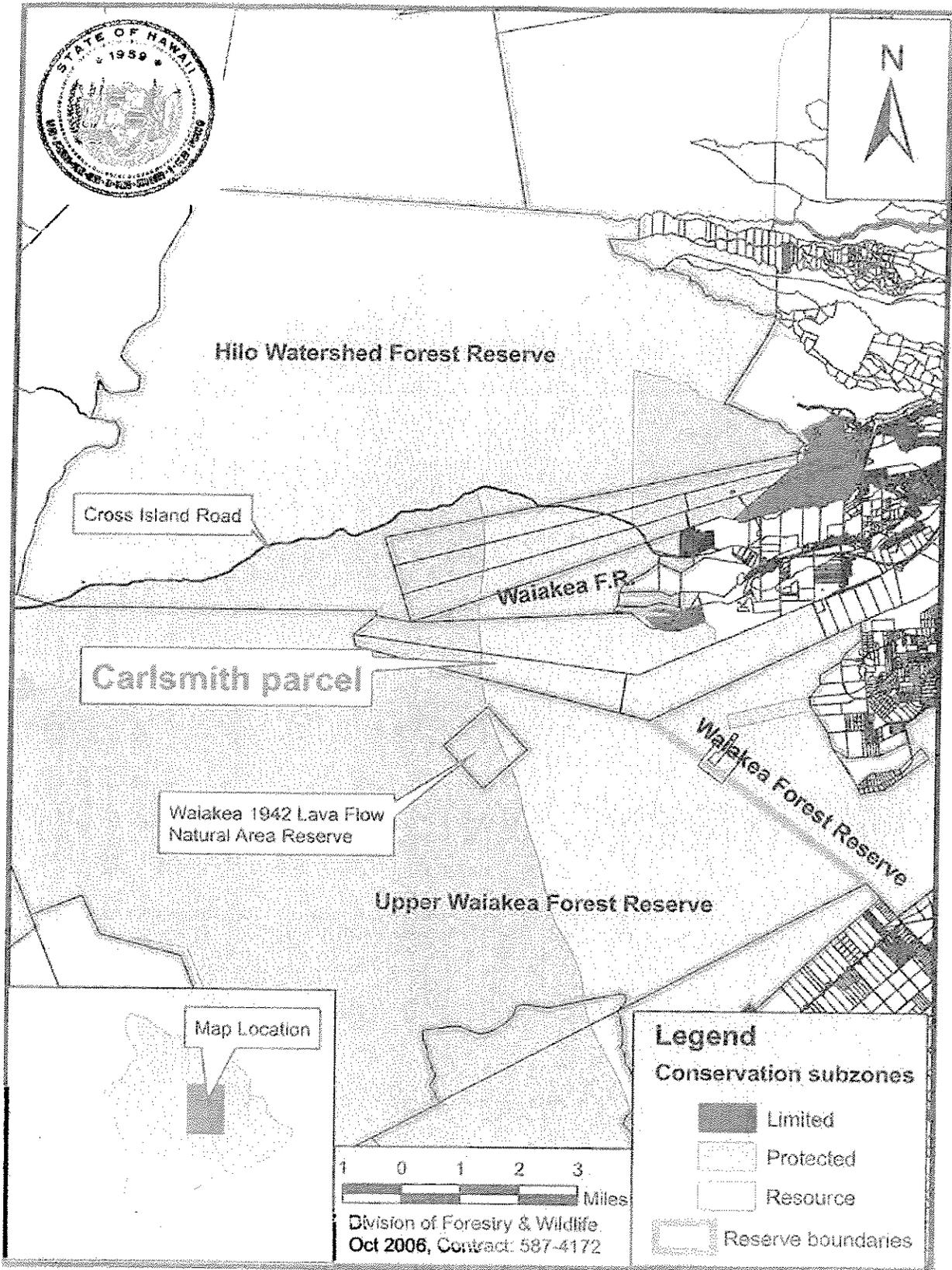
Very truly yours,

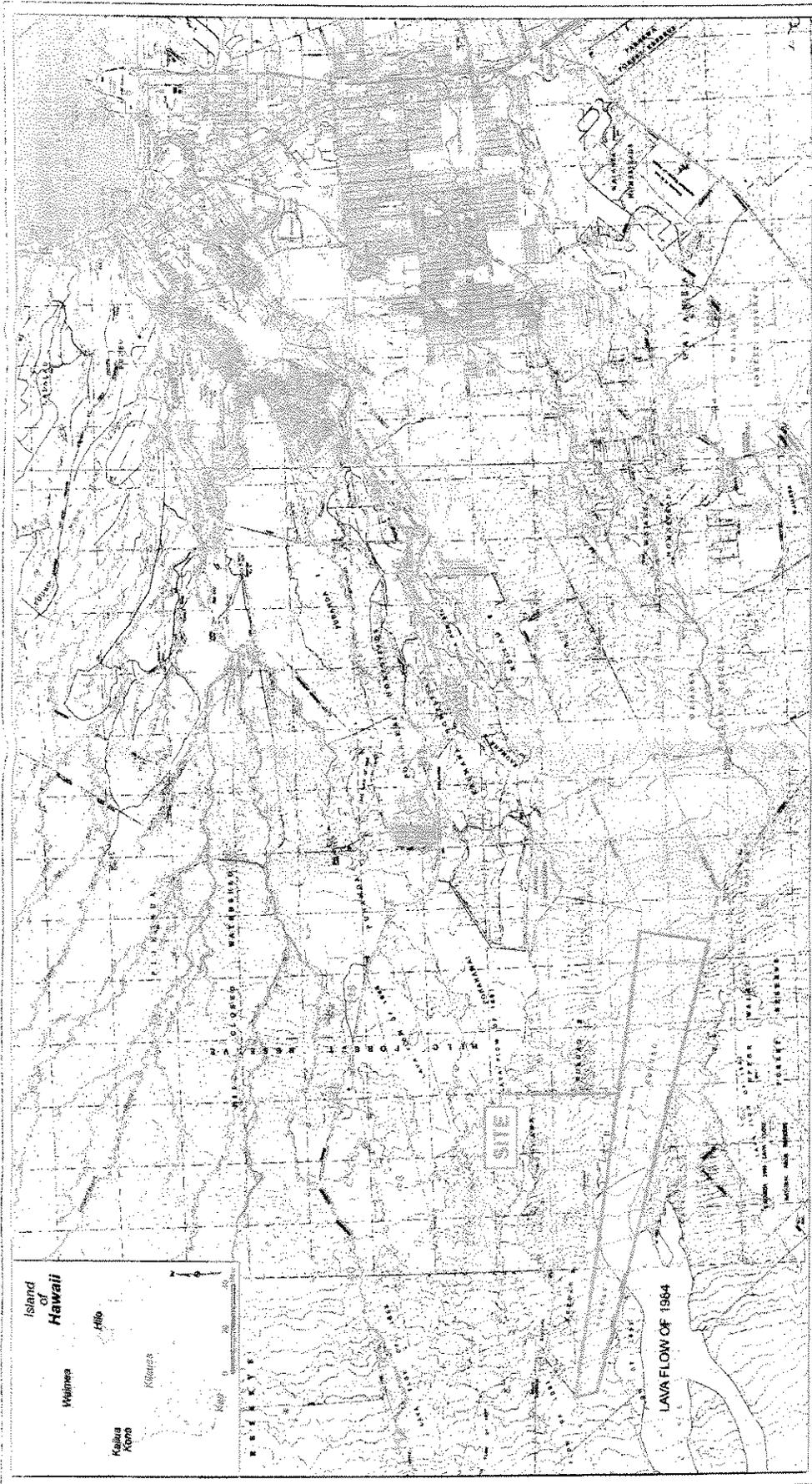
  
 \_\_\_\_\_  
 Colleen Hanabusa, President  
 Senate  
 State of Hawaii

  
 \_\_\_\_\_  
 Calvin K.Y. Say, Speaker  
 House of Representatives  
 State of Hawaii

1. The Division of Forestry and Wildlife (DOFAW), Department of Land and Natural Resources, at \$430,250, for the acquisition of the 1,336.25-acre Carlsmith property near Hilo, on the Big Island of Hawai'i.

# Carlsmith Parcel Acquisition

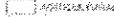
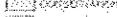


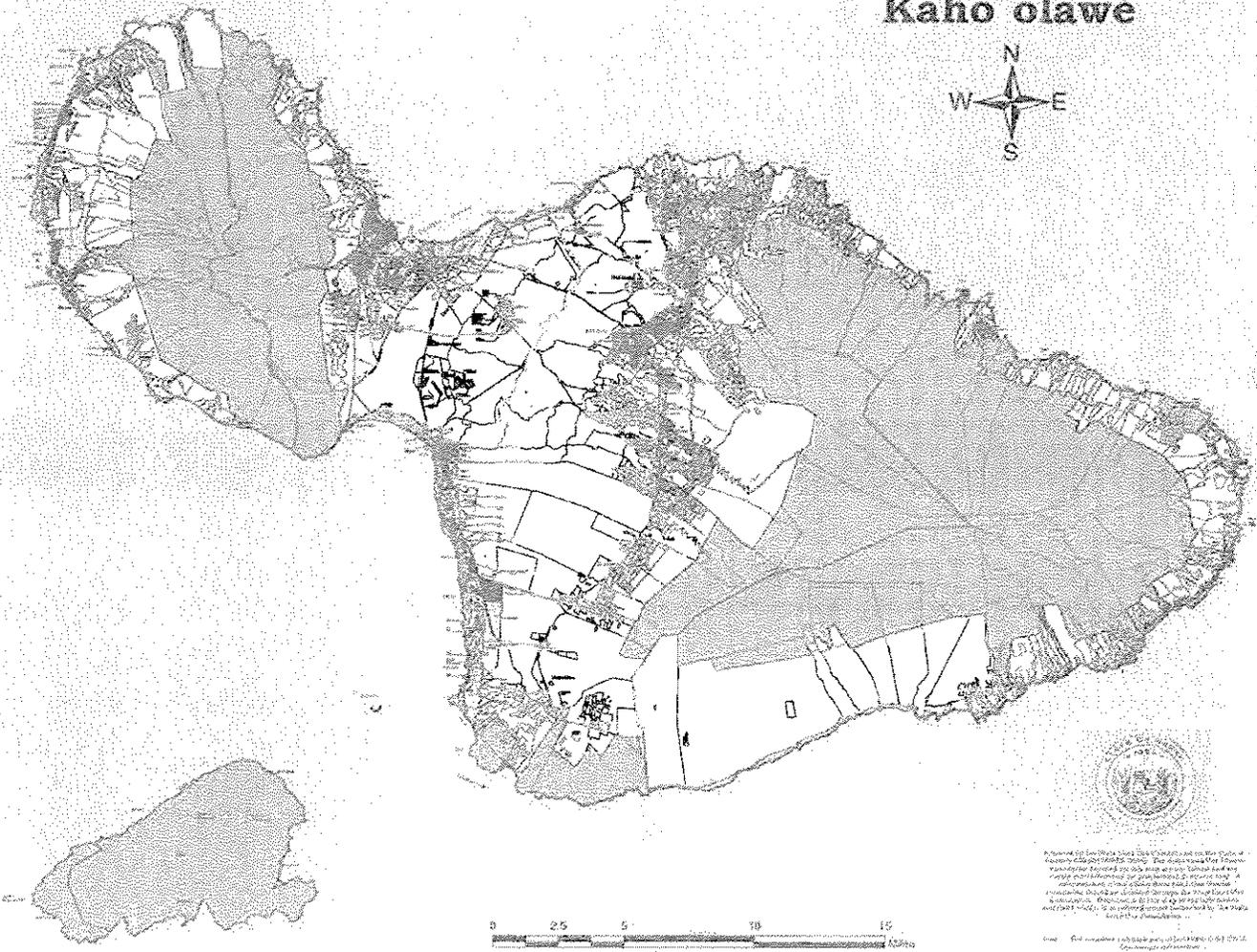


<p>Lava Flow of 1984 Source: USGS NW 146 Series, 1980</p>	<p>SCALE: 1:24,000</p> <p>0 2,500 5,000 10,000 15,000 20,000 Feet</p> <p>0 0.5 1 2 3 4 Miles</p> <p>Portion of 7.5-minute Series (Topographic) Maps Hawaii, Upper Palouis Quadrangle 1981 Hawaii County, Hawaii</p>	<p>Project No: 85-06239.00</p>	<p>Title: Local/PL</p>	<p>FIGURE 1</p>
		<p>Date: 03/23/2006</p>	<p>Revision By: RC</p>	

2. The National Tropical Botanical Garden (NTBG), at \$1,500,000, for the acquisition of 169.87 acres in Honomā'ele, Hana, on the Island of Maui.

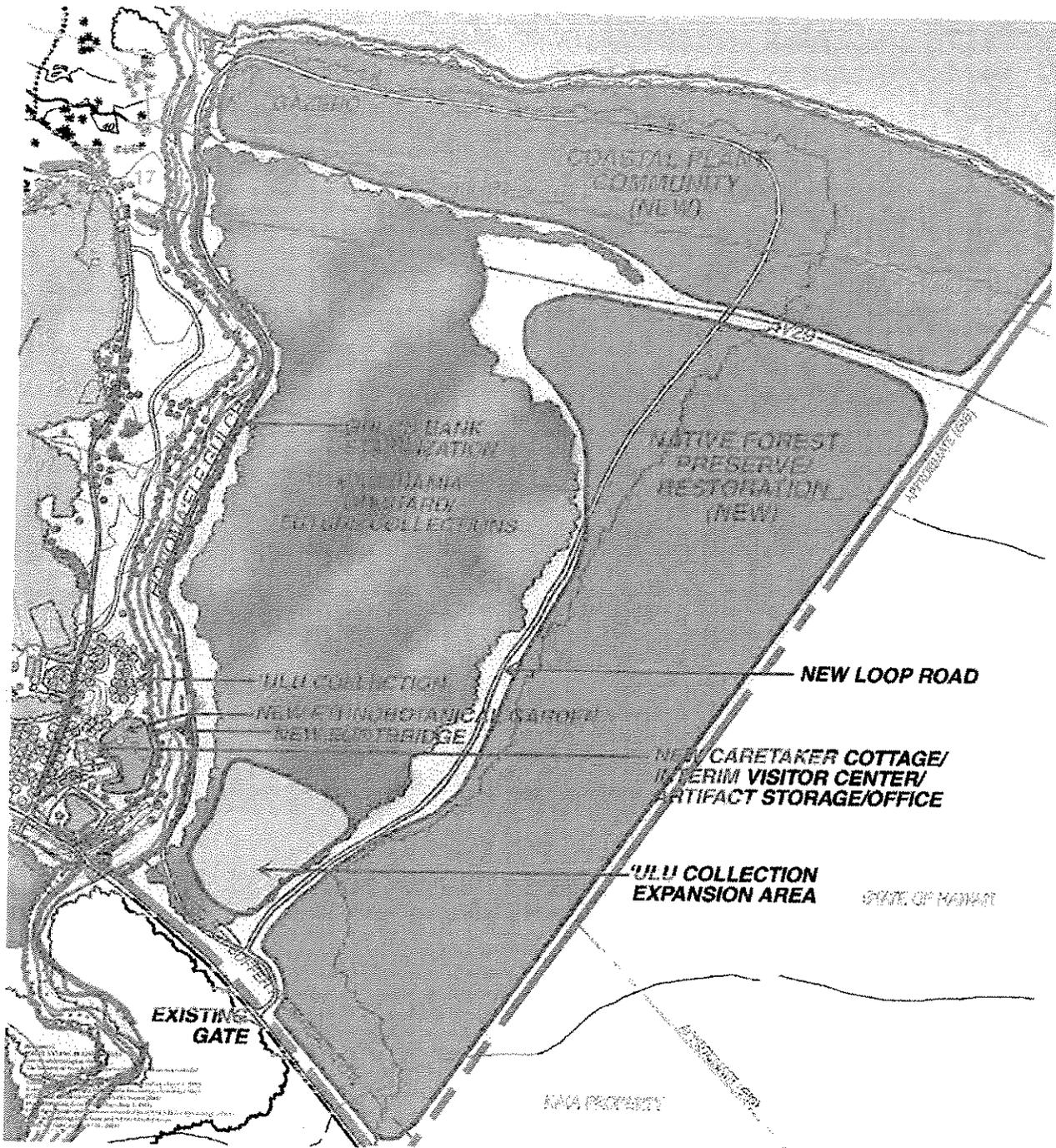
# STATE OF HAWAII LAND USE DISTRICT BOUNDARIES - Island of Maui & Kaho'olawe

- Legend**
-  UNDESIGNATED
  -  AGRICULTURE
  -  RESIDENTIAL
  -  COMMERCIAL/INDUSTRIAL
  -  RECREATION
  -  MAJOR HIGHWAYS
  -  VACANT LAND
  -  Year Map Key: 2009



This map was prepared by the Department of Planning and Economic Development, State of Hawaii, under contract to the Office of the Governor. The data used in this map were obtained from the Department of Planning and Economic Development, State of Hawaii, and are not to be used for any other purpose without the express written consent of the Department of Planning and Economic Development, State of Hawaii. The Department of Planning and Economic Development, State of Hawaii, is not responsible for any errors or omissions in this map. The Department of Planning and Economic Development, State of Hawaii, is not responsible for any damages, including consequential damages, arising from the use of this map. The Department of Planning and Economic Development, State of Hawaii, is not responsible for any claims, damages, or liabilities, including consequential damages, arising from the use of this map. The Department of Planning and Economic Development, State of Hawaii, is not responsible for any claims, damages, or liabilities, including consequential damages, arising from the use of this map.





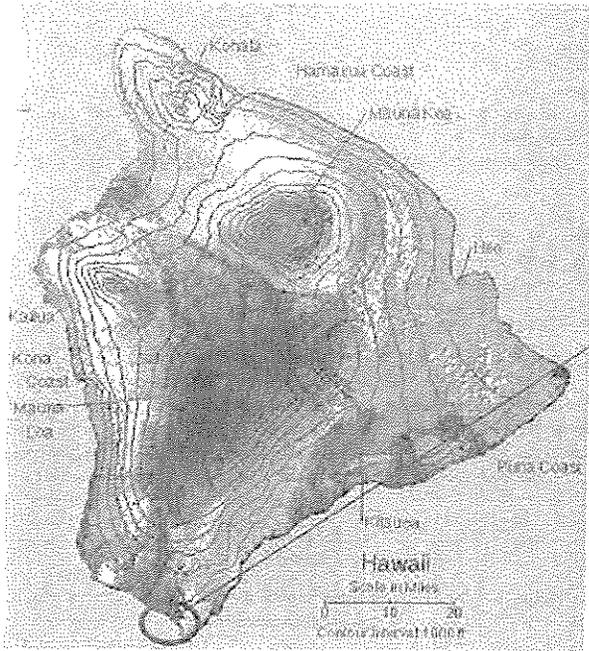
**LEGEND**

	PROPERTY BOUNDARY		ACCESS ZONES
	STREAM/GULCH		ZONE 1
	ROADS		ZONE 2
	WATER LINES		ZONE 3
	ARCHAEOLOGICAL SITES		
	PATHS		
	INTERPRETIVE SIGNS/ PLAQUES		
	PRACTITIONER SITES		

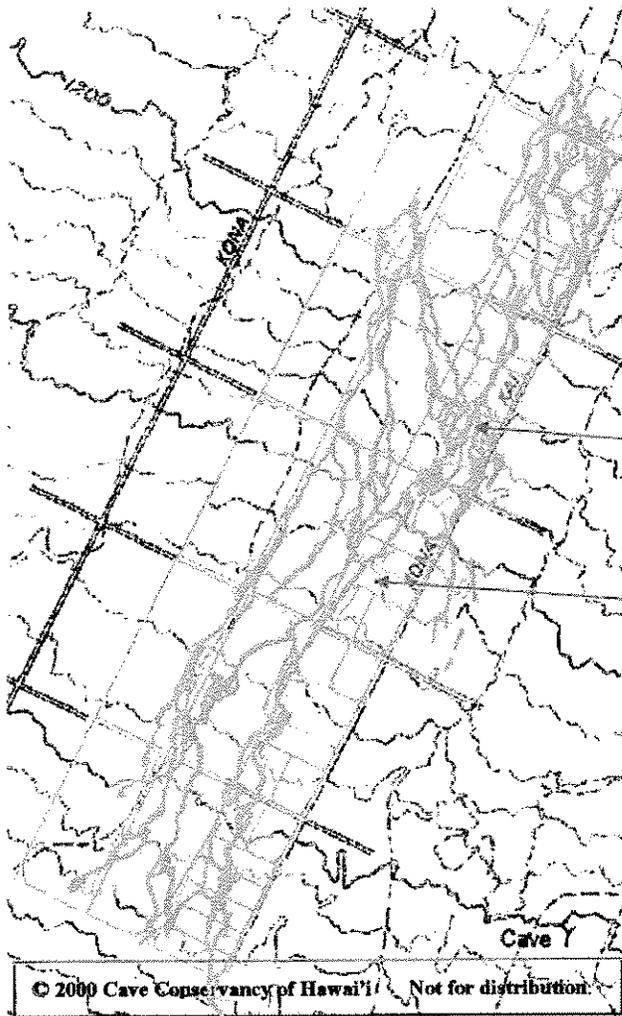
Figure 30  
**KINNEY PARCEL**  
**MASTER PLAN - 1/3/05**  
*Kahalu Garden*  
 NATIONAL TROPICAL BOTANICAL GARDEN HANA, MAUI  
 NORTH LINEAL SCALE (FEET)

3. The Cave Conservancy of Hawai'i, at \$154,000, for the acquisition of 9 acres in Kula Kai View Estates, on the Big Island of Hawai'i.

**A general location map and a parcel map – Attachment Three**



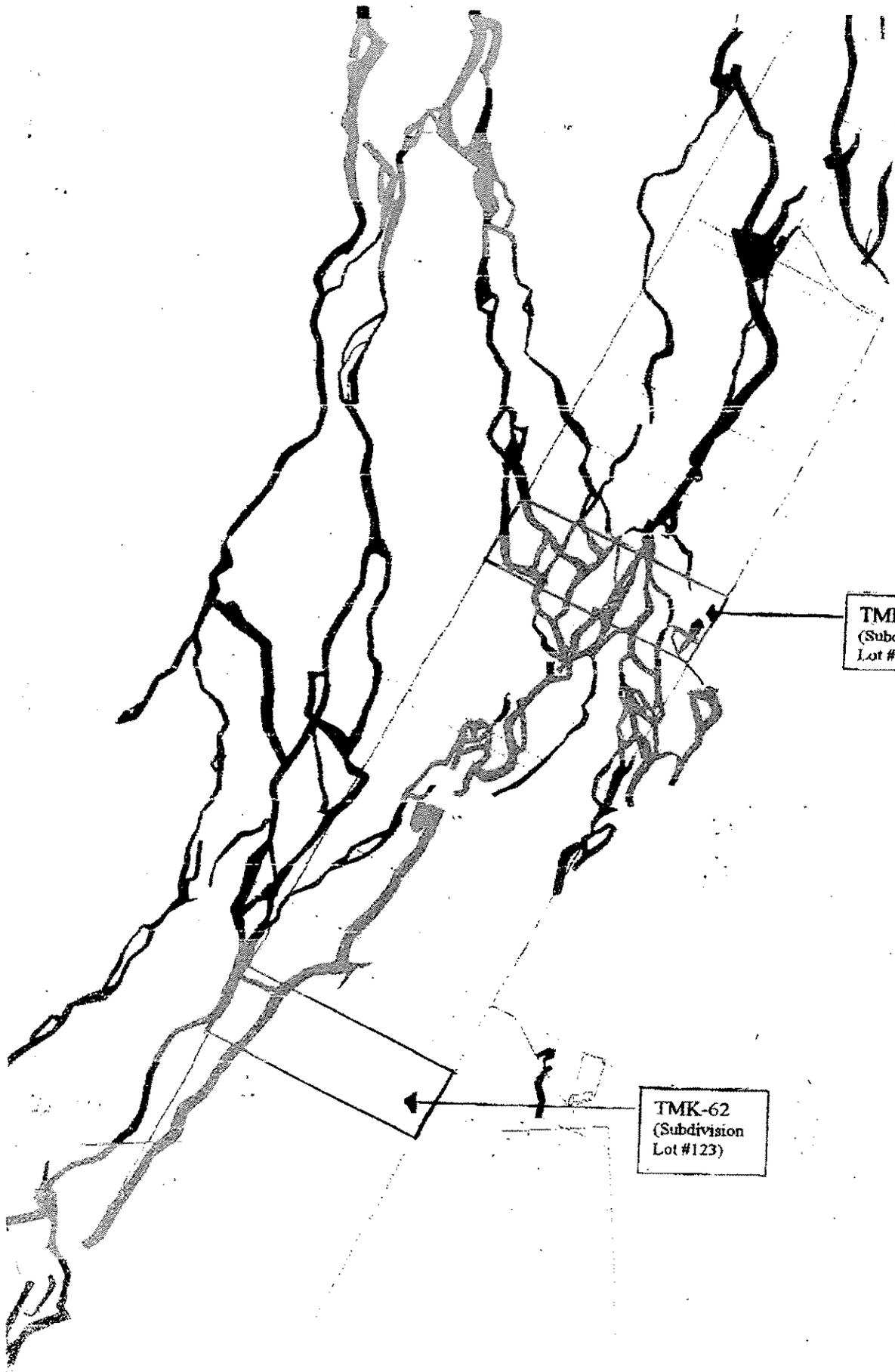
**Area of Interest:**  
**Kula Kai View**  
**Estates Subdivision**



TMK -69  
(Subdivision  
Lot #108)

TMK-62  
(Subdivision  
Lot #123)

Red lines  
are cave  
tunnels.



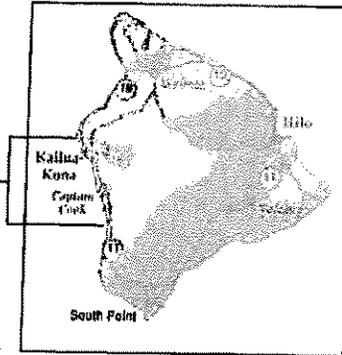
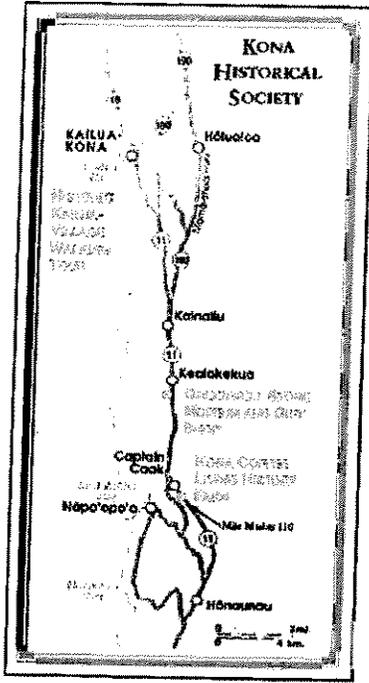
TMK -69  
(Subdivision  
Lot #108)

TMK-62  
(Subdivision  
Lot #123)

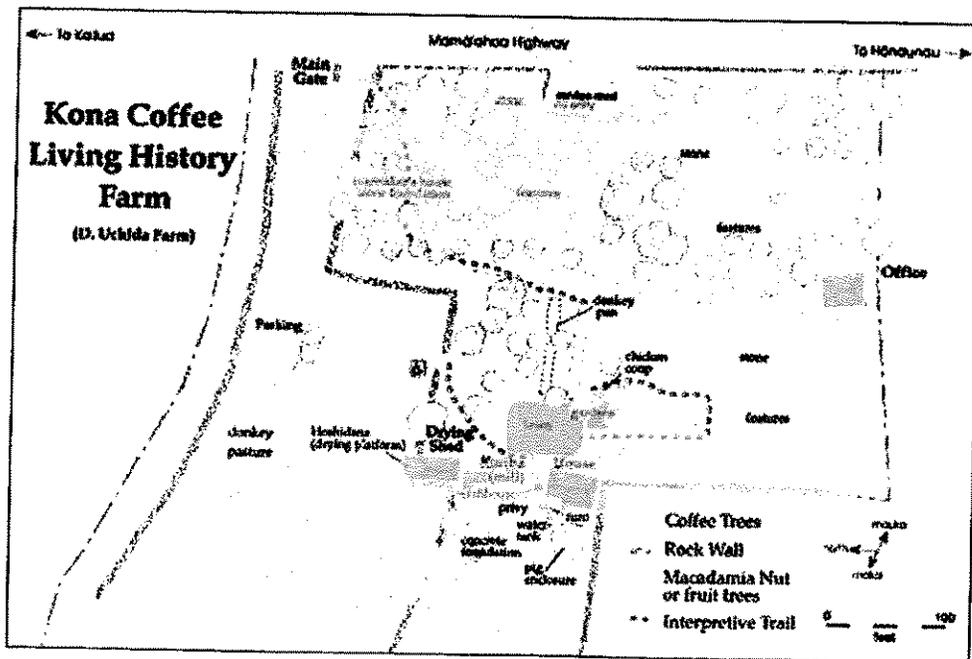
4. The Kona Historical Society, at \$301,000, for the acquisition of the 5.536-acre Uchida Farm in Kealahou on the Big Island of Hawai'i.



Kona Historical Society's Legacy Lands Proposal  
Maps and Pictures



Above and Left: Locator maps  
Below: Site map



1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL CORNERS ARE TO BE BENCHMARKED.  
 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE LOT.  
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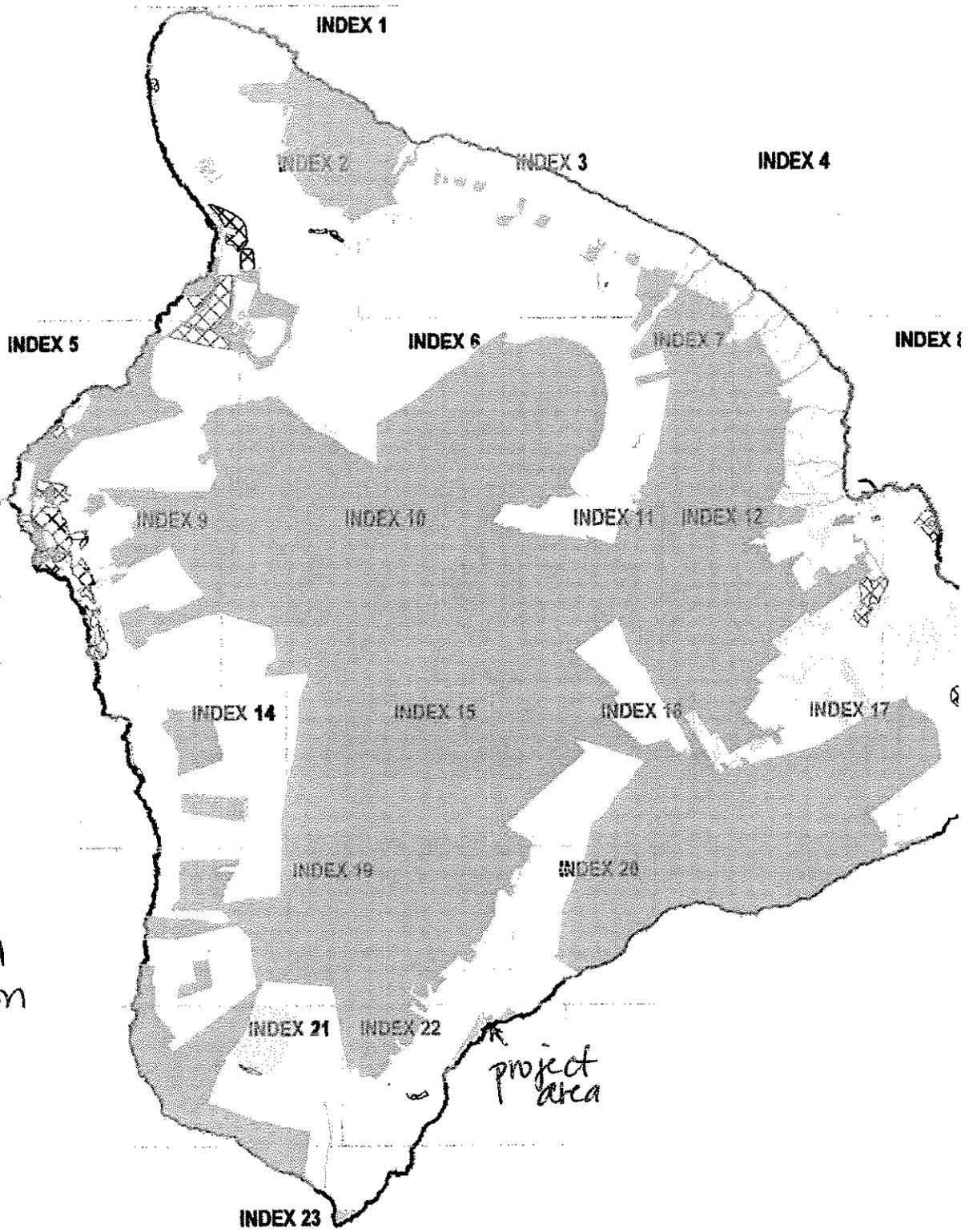


FOR PROPERTY ASSUMPTION PURPOSES  
 SUBJECT TO CHANGE

1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20

1. ALL DIMENSIONS ARE IN FEET AND DECIMALS THEREOF.  
 2. ALL CORNERS ARE TO BE BENCHMARKED.  
 3. ALL DISTANCES ARE TO BE MEASURED ALONG THE CENTERLINE OF THE ROAD OR ALONG THE CENTERLINE OF THE LOT.  
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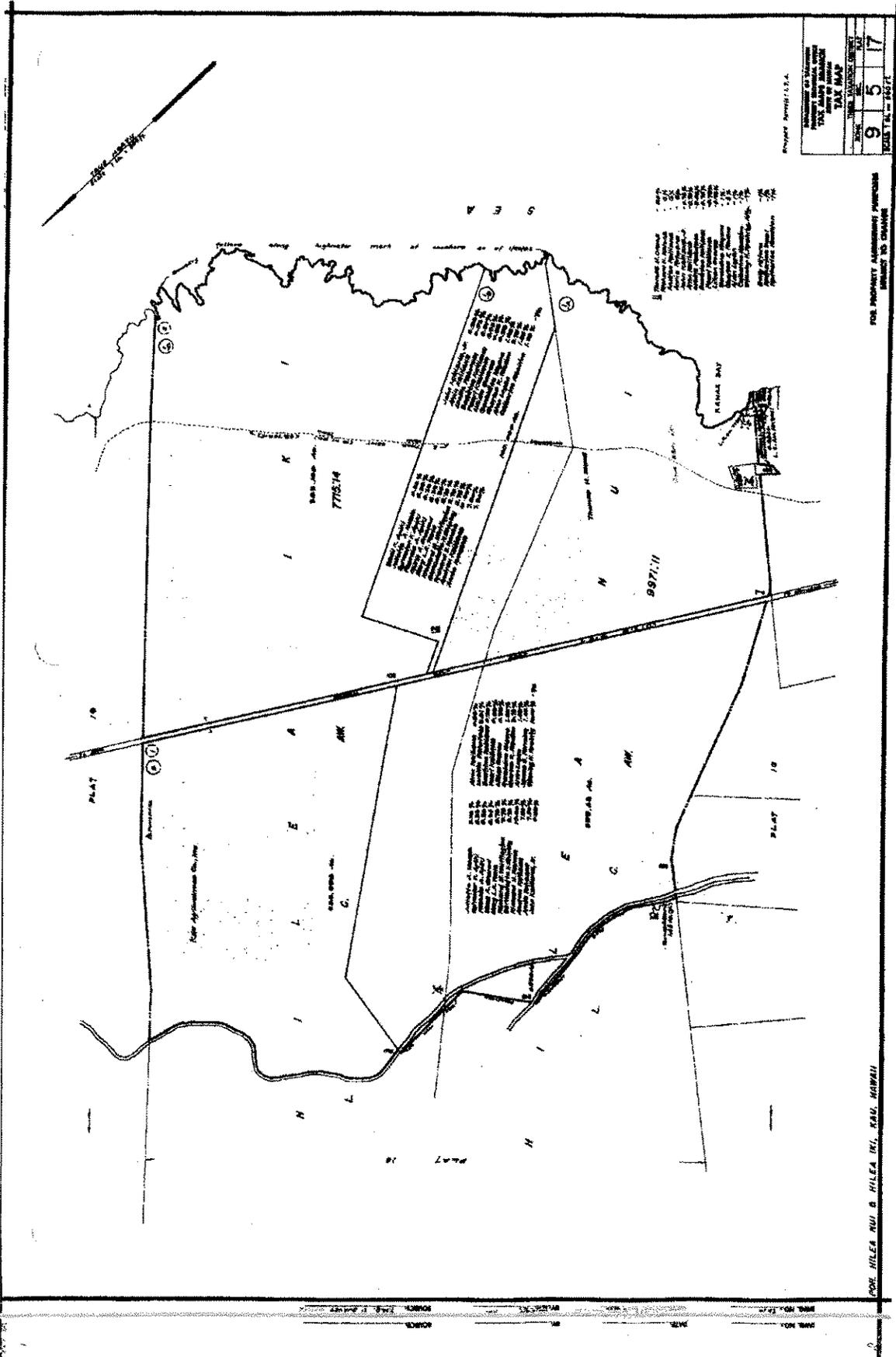
5. The County of Hawaii, at \$1,214,750, for the acquisition of 234.293 acres in Kawa'a, on the Big Island of Hawai'i.



General location map

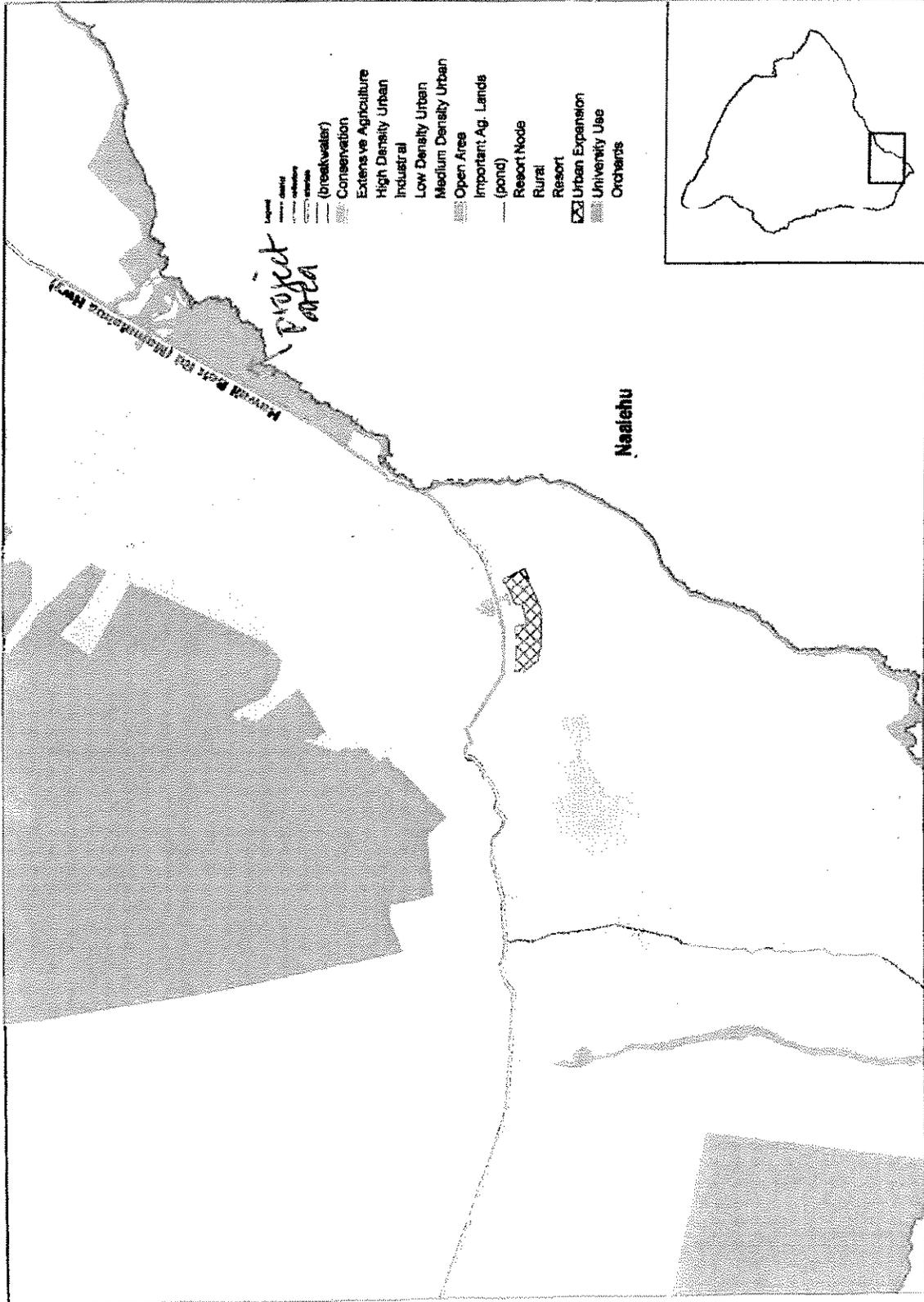
project area

Click here for the 23 small Index



Parcel Map Exhibit B

ONE HILEA RUI B HILEA INI, RAO, HAWAII



6. The Division of State Parks, at an unspecified amount, for the acquisition of 17 acres near Lapakahi State Historical Park, North Kohala, on the Big Island of Hawai'i.

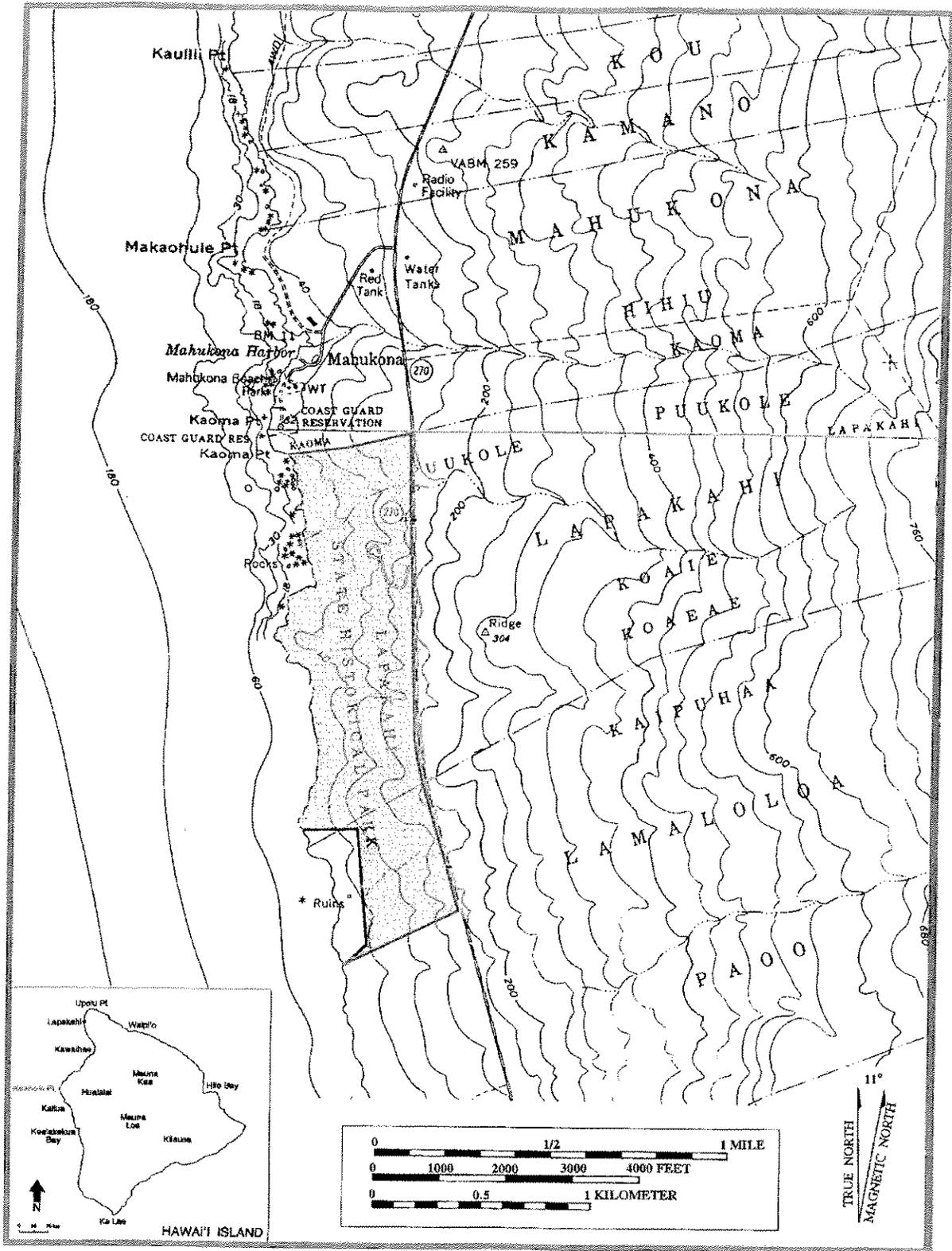


Fig. 1: Location of subject property at southern end of Lapakahi State Historical Park.

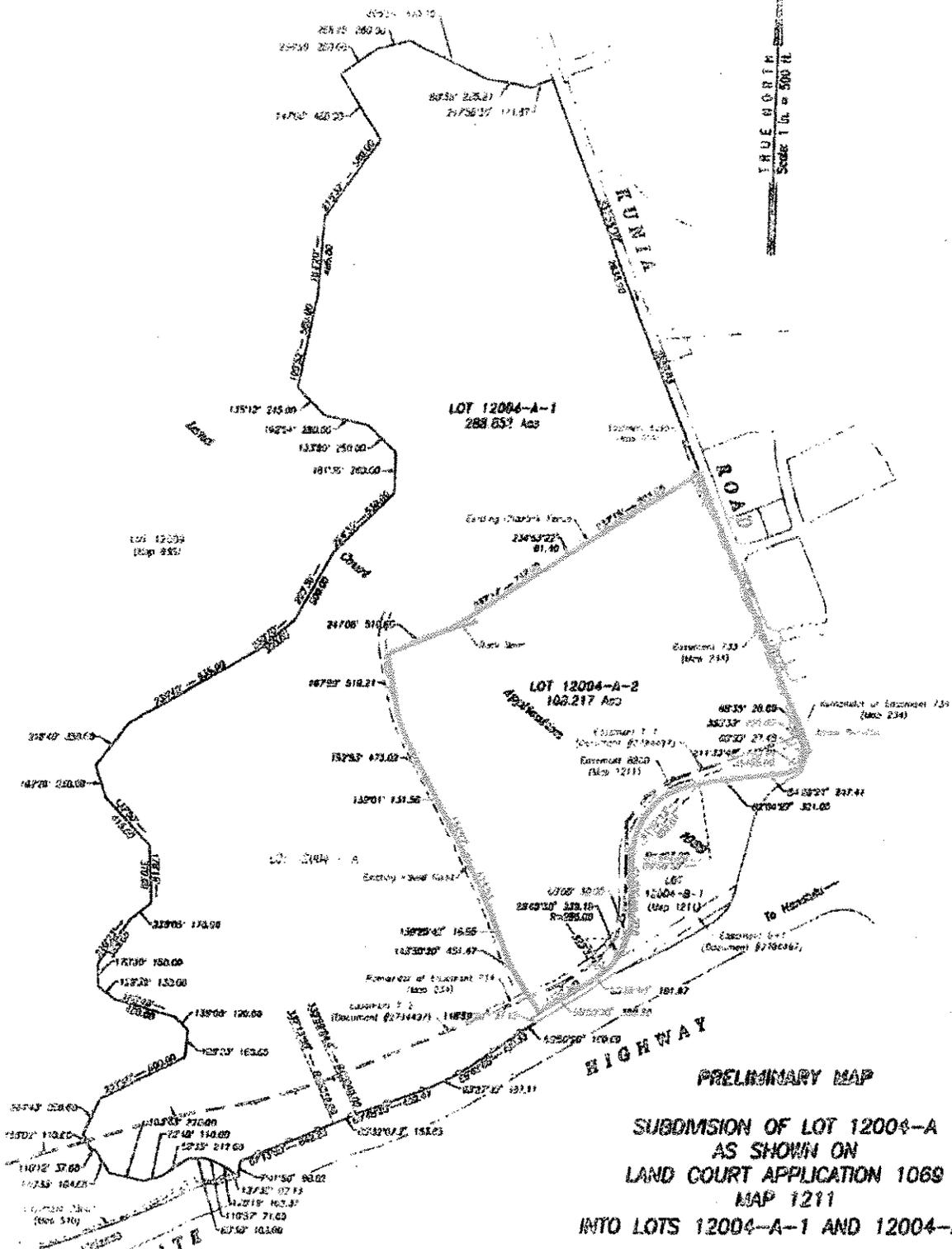


7. Agribusiness Development Corporation (ADC), for \$1.1 million, to acquire a 108.217-acre agricultural easement across land in Kunia, on the Island of Oahu, from the Hawaii Agricultural Research Center (HARC).

MAP LOCATING SUBJECT PROPERTY



TRUE NORTH  
Scale 1 in. = 500 ft.



**PRELIMINARY MAP**  
**SUBDIVISION OF LOT 12004-A**  
**AS SHOWN ON**  
**LAND COURT APPLICATION 1069**  
**MAP 1211**  
**INTO LOTS 12004-A-1 AND 12004-A-2**  
**AT HONOLULU, EWA, OAHU, HAWAII**

735 (Ewa) St., Suite 330  
 Honolulu, Hawaii 96814  
 (808) 521-1552  
 June 30, 2014



**ACE LAND SURVEYING LLC**  
 KYLE R. ASO, S.P.  
 Licensed Professional Land Surveyor  
 Certificate No. 16689  
 Good Until Expiration Date 2017

1. All bearings and distances are as shown on the map.  
 2. All areas are in acres and rounded to the nearest hundredth.

**STATE OF HAWAII  
LEGACY LAND CONSERVATION PROGRAM  
GRANT AGREEMENT**

This Agreement, entered into on \_\_\_\_\_, 20\_\_\_\_, by and between the BOARD OF LAND AND NATURAL RESOURCES, STATE OF HAWAII ("STATE"), by its Chairperson, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and the Agribusiness Development Corporation ("AWARDEE"), an agency of the State of Hawaii, whose business address is as follows: \_\_\_\_\_.

*Business address*

**EXHIBITS**

Exhibit A     Project Application  
Exhibit B     Checklist for Legacy Land Conservation Program Projects  
Exhibits A and B are hereby made a part of this Agreement.

**RECITALS**

WHEREAS, Chapter 173A, Hawaii Revised Statutes ("HRS"), establishes standards for disbursing public funds to state agencies, counties, and nonprofit land conservation organizations to fulfill public purposes;

WHEREAS, the AWARDEE has requested funding from the STATE for the project described in Exhibit A and Attachment 1 of this Agreement;

WHEREAS, the STATE finds that the AWARDEE's performance as described in Attachment 1 of this Agreement will fulfill the public purpose set forth therein;

WHEREAS, the STATE desires to contract with the AWARDEE to fulfill the specified public purpose, and the AWARDEE is agreeable to performing under this Agreement;

WHEREAS, money is available to fund this Agreement pursuant to: Act 254, 2006 (S-07-330-514) in the following maximum amount: One Million One Hundred Thousand and No/100 Dollars (\$1,100,000.00);

NOW, THEREFORE, in consideration of the promises contained in this Agreement, the STATE and the AWARDEE agree as follows:

**A.     SCOPE OF PERFORMANCE**

The AWARDEE shall perform, in a proper and satisfactory manner as determined by the STATE, the project described in the "Scope of Performance" set forth in Attachment 1, which is hereby made a part of this Agreement.

**B. TIME OF PERFORMANCE**

The performance required of the AWARDDEE under this Agreement shall be completed in accordance with the "Time Schedule" set forth in Attachment 2, which is hereby made a part of this Agreement.

**C. COMPENSATION**

The AWARDDEE shall be compensated for performance of the project under this Agreement according to the "Compensation and Payment Schedule," set forth in Attachment 3, which is hereby made a part of this Agreement.

**D. OTHER TERMS AND CONDITIONS**

The "General Conditions for Legacy Land Conservation Program Grant Agreements," set forth in Attachment 4, and "Special Conditions for Legacy Land Conservation Program Grant Agreements with State Agencies," set forth in Attachment 5, are hereby made a part of this Agreement.

IN WITNESS WHEREOF, the STATE and the AWARDDEE have executed this Agreement effective as of the date first above written.

STATE

\_\_\_\_\_  
Chairperson  
Board of Land and Natural Resources

APPROVED AS TO FORM:

AWARDEE

\_\_\_\_\_  
Deputy Attorney General

By \_\_\_\_\_  
Its \_\_\_\_\_ \*

(Title)

APPROVED AS TO FORM:

\_\_\_\_\_  
Deputy Attorney General

\*Evidence of authority of the AWARDDEE's representative to sign this Agreement for the AWARDDEE must be attached.

AWARDEE'S ACKNOWLEDGMENT

STATE OF HAWAII )  
 )  
COUNTY OF \_\_\_\_\_ ) SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who being by me duly sworn, did say that he/she is the \_\_\_\_\_ of \_\_\_\_\_, the AWARDEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the AWARDEE, and acknowledges that he/she executes said instrument as the free act and deed of the AWARDEE.

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

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

Notary Seal Affixed:  
\_\_\_\_\_

Doc. Date: _____	# Pages: _____
Notary Name: _____	_____ Circuit
Doc. Description: _____	
_____	
_____	
Notary Signature	Date

## SCOPE OF PERFORMANCE

### Project Description

The AWARDEE shall use funds from the Legacy Land Conservation Program ("LLCP") for the acquisition of: an agricultural easement across 108.217 acres, more or less, in Kunia, on the Island of Oahu ("Agricultural Easement" or "Property") for the protection of resource values stated in Sections "A," "D," and "F" of the Project Application attached hereto as Exhibit A. The Agricultural Easement acquired with LLCP funding from the Land Conservation Fund shall be held and managed in a manner designed to protect the Property's resource values.

### Performance

The AWARDEE is required to do the following:

1. Submit a request for payment containing all documentation required in Attachment 3 ("Compensation and Payment Schedule") to the satisfaction of the STATE.
2. Complete acquisition of the Agricultural Easement and record a document of conveyance of the Agricultural Easement to AWARDEE.
3. The document of conveyance to AWARDEE shall include the following paragraphs:

"This agricultural easement has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program ("LLCP") through grant agreement number \_\_\_\_\_, dated \_\_\_\_\_, and is subject to all of the terms and conditions of the grant agreement. The agricultural easement conveyed by this deed shall vest in the Agribusiness Development Corporation, subject to disposition instructions from the State of Hawaii, Department of Land and Natural Resources ("DLNR"), or its successor agencies. The agricultural easement shall be managed consistently with the purposes for which it was awarded a LLCP grant and Chapter 173A, Hawaii Revised Statutes.

The Agribusiness Development Corporation, for itself, its successors and assigns, and in consideration of the LLCP grant, does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this agricultural easement without the written approval of the DLNR or its successor agencies.

The Agribusiness Development Corporation further covenants that if the agricultural easement is sold, leased, rented, or otherwise disposed of by the Agribusiness Development Corporation, that portion of the net proceeds (sale

price less actual expenses of sale) of such sale, rental, or proceeds equal to the proportion that the state grant bears to the original cost of the agricultural easement shall be paid to the State of Hawaii."

4. Cooperate with the STATE in all efforts to document the condition and status of the resource values for which the grant funds were provided.
5. Any substantive changes to the Project Application must be agreed to by the AWARDEE and the Chairperson of the Board of Land and Natural Resources in writing.
6. If AWARDEE is a county or a nonprofit land conservation organization, no LLCP funds shall be released by the STATE unless twenty-five percent (25%) of total project costs are matched by direct moneys, a combination of public and private funds, land value donation, in-kind contributions, or a combination of these sources.

**TIME SCHEDULE**

This Agreement shall be in effect beginning \_\_\_\_\_, 20\_\_\_. AWARDDEE shall complete acquisition of the Agricultural Easement and record the conveyance no later than \_\_\_\_\_, 20\_\_\_. If any of the performances required in the Scope of Performance are not completed within the time stated, AWARDDEE may be required to return all funds previously received by it pursuant to this Agreement. The Chairperson of the Board of Land and Natural Resources may extend the time for performance of any requirement.

### COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Agreement, from Chapter 173A, Hawaii Revised Statutes, and LNR 101 (S-07-317-514), the STATE and the AWARDEE agree to the following:

- a) AWARDEE's request for payment, in the form of an invoice, shall be delivered personally or sent by United States first class mail, postage prepaid to:

Legacy Land Conservation Program  
Division of Forestry and Wildlife  
Department of Land and Natural Resources  
1151 Punchbowl Street, Room 325  
Honolulu, Hawaii 96813

The request for payment must be received by the LLCP by \_\_\_\_\_.  
A maximum payment of ONE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,100,000.00) shall be made upon:

- i. AWARDEE's completion of the Checklist for Legacy Land Conservation Program Projects attached hereto as Exhibit B;
  - ii. AWARDEE's compliance with all LLCP policies and practices;
  - iii. the STATE's receipt of an original invoice and copies of all bills, invoices, receipts, and a contract of sale.
- b) No later than \_\_\_\_\_, AWARDEE shall submit to the STATE a copy of the recorded conveyance document transferring ownership of the agricultural easement across 108.217 acres, more or less, in Kunia, on the Island of Oahu to AWARDEE.
- c) The total amount awarded under this Agreement will be dependent upon the project being completed with no substantive changes to the Project Application. The amount of the award shall not be increased, but the STATE may reduce the award if the project changes in any way that the STATE deems substantial. For example, a reduction in acreage, purchase price, or fair market value may be deemed substantial and sufficient justification for a reduction in the award.

**GENERAL CONDITIONS FOR LEGACY LAND  
CONSERVATION PROGRAM GRANT AGREEMENTS**

1. Awardee's Qualifying Standards.
  - a. The AWARDEE is a state agency, county, or a nonprofit land conservation organization.
  - b. If the AWARDEE is a non-profit land conservation organization, AWARDEE has been determined by the Internal Revenue Service to be a non-profit organization, and AWARDEE has a governing board whose members have no material conflict of interest and serve without compensation.
2. Recordkeeping Requirements. The AWARDEE shall in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to the AWARDEE's performance under this Agreement. The AWARDEE shall retain all records related to the AWARDEE's performance under this Agreement for at least three (3) years after the date of submission of the AWARDEE's Final Project Report.
3. Audit of AWARDEE. The AWARDEE shall allow the STATE full access to records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and assuring the proper expenditure of the grant. This right of access shall last as long as the records and other related documents are retained.
4. Nondiscrimination. No person performing work under this Agreement, including any employee or agent of the AWARDEE, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Inspection of Property. The AWARDEE shall permit the STATE and its agents and representatives, at all reasonable times, the right to enter and examine the Property to ensure compliance with chapter 173A, Hawaii Revised Statutes, and the terms of this Agreement.
6. Conflicts of Interest. The AWARDEE represents that neither the AWARDEE, nor any employee or agent of the AWARDEE, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the AWARDEE's performance under this Agreement.

7. Compliance with Laws. The AWARDEE shall comply with chapter 173A, Hawaii Revised Statutes, chapter 343, Hawaii Revised Statutes, and all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect the AWARDEE's performance under this Agreement.
8. Indemnification and Defense. The AWARDEE shall defend, indemnify, and hold harmless the State of Hawaii, the contracting agency, and their officers, employees, and agents from and against all liability, loss, damage, and cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefore, arising out of or in resulting from the acts or omissions of the AWARDEE or AWARDEE's employees, officers, or agents under this Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.
9. Cost of Litigation. In case the STATE shall, without any fault on its part, be made a party to any litigation commenced by or against the AWARDEE in connection with this Agreement, the AWARDEE shall pay all costs and expenses incurred by or imposed on the STATE, including attorneys' fees.
10. Title insurance. AWARDEE must obtain title insurance in the full amount of the purchase price, insuring that the title to the Property is vested in the AWARDEE.
11. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of this Agreement, the AWARDEE is an "independent contractor," with the authority and responsibility to control and direct the performance required under this Agreement; however, the STATE shall have a general right of inspection to determine whether, in the STATE's opinion, the AWARDEE is in compliance with this Agreement.
  - b. The AWARDEE and the AWARDEE's employees and agents are not by reason of this Agreement, agents or employees of the STATE for any purpose, and the AWARDEE, and the AWARDEE's employees and agents shall not be entitled to claim or receive from the STATE any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state employees.
  - c. The AWARDEE shall be responsible for the accuracy, completeness, and adequacy of AWARDEE's performance under this Agreement. Furthermore, the AWARDEE intentionally, voluntarily, and knowingly assumes the sole and entire liability to the AWARDEE's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the AWARDEE, or the AWARDEE's

employees or agents, in the course of their employment.

- d. The AWARDDEE shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by the AWARDDEE by reason of this Agreement, including but not limited to (i) income taxes, (ii) employment related fees, assessments, and taxes, (iii) general excise taxes, (iv) real property taxes, and (v) conveyance taxes. The AWARDDEE also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
  - e. The AWARDDEE shall obtain a general excise tax license from the Department of Taxation, State of Hawaii, in accordance with section 237-9, Hawaii Revised Statutes, and shall comply with all requirements thereof. The AWARDDEE shall obtain a tax clearance certificate from the Director of Taxation, State of Hawaii, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued under state law and the Internal Revenue Code of 1986, as amended, against the AWARDDEE have been paid and submit the same to the STATE prior to commencing any performance under this Agreement. The AWARDDEE shall also be solely responsible for meeting all requirements necessary to obtain the tax clearance certificate required for final payment under sections 103-53 and 103D-328, Hawaii Revised Statutes.
  - f. The AWARDDEE shall obtain a certificate of compliance issued by the Department of Labor and Industrial Relations, State of Hawaii, in accordance with section 103D-310, Hawaii Revised Statutes, and section 3-122-112, Hawaii Administrative Rules, that is current within six months of the date of issuance.
  - g. In lieu of the above-certificates from the Department of Taxation and the Department of Labor and Industrial Relations, the AWARDDEE may submit proof of compliance through the State Procurement Office's designated certification process.
  - h.. The AWARDDEE is responsible for securing all employee-related insurance coverage for the AWARDDEE and the AWARDDEE's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.
12. Payment Procedures: Tax Clearance. All payments under this Agreement shall be made only upon submission by AWARDDEE of (i) original invoices specifying the amount due and certifying that it has completed performance in accordance with the Agreement, and (ii) tax clearances from the Hawaii State Department of

Taxation and the Internal Revenue Service. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawaii Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes.

13. Publicity.

- a. The AWARDEE shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, in any of the AWARDEE's brochures, advertisements, or other publicity of the AWARDEE without written permission from the Public Information Office of the State of Hawaii, Department of Land and Natural Resources. All media contacts with the AWARDEE about the subject matter of this Agreement shall be referred to the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program.
- b. The AWARDEE consents to the STATE's use of AWARDEE and the Property's name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program. The STATE shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program.

14. Confidentiality of Material.

- a. All material given to or made available to the AWARDEE by virtue of this Agreement, which is identified as proprietary or confidential information, will be safeguarded by the AWARDEE and shall not be disclosed to any individual or organization without the prior written approval of the STATE.
- b. All information, data, or other material provided by the AWARDEE to the STATE shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

15. Suspension and Termination of Agreement.

- a. The STATE reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the AWARDEE. Upon receipt of said notice, the AWARDEE shall immediately comply with said notice and suspend all performance under this Agreement at the time stated.
- b. If, for any cause, the AWARDEE breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the AWARDEE's

obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the STATE, the STATE shall have the right to terminate this Agreement by giving written notice to the AWARDEE of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, the STATE may terminate this Agreement without statement of cause at any time by giving written notice to the AWARDEE of such termination at least thirty (30) calendar days before the effective date of such termination.

- c. Upon termination of the Agreement, the AWARDEE, within thirty (30) calendar days of the effective date of such termination, shall compile and submit in an orderly manner to the STATE an accounting of the work performed up to the date of termination. In such event, the AWARDEE shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to the AWARDEE under this Agreement.
  - d. If this Agreement is terminated for cause, the AWARDEE shall not be relieved of liability to the STATE for damages sustained because of any breach by the AWARDEE of this Agreement. In such event, the STATE may retain any amounts which may be due and owing to the AWARDEE until such time as the exact amount of damages due to the STATE from the AWARDEE has been determined. The STATE may also set off any damages so determined against the amounts retained.
16. Disputes. No dispute arising under this Agreement may be sued upon by the AWARDEE until after the AWARDEE's written request to the Chairperson of the Board of Land and Natural Resources ("CHAIRPERSON") to informally resolve the dispute is rejected, or until ninety (90) calendar days after the CHAIRPERSON's receipt of the AWARDEE's written request whichever comes first. While the CHAIRPERSON considers the AWARDEE's written request, the AWARDEE agrees to proceed diligently with the performance necessary to complete the Project unless otherwise instructed in writing by the CHAIRPERSON.
17. State Remedies. The AWARDEE understands that in the event that it no longer meets all of the standards set forth in paragraph 1 of these General Conditions, or in the event that AWARDEE fails to comply with any of the other requirements, provisions, or conditions set forth in this Agreement, that the STATE may refuse to make further payments to AWARDEE or may seek reimbursement for payments made to AWARDEE under this Agreement. In addition to the remedies set forth above, the STATE shall be entitled to pursue any other remedy available at law or in equity.

18. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the AWARDEE and the STATE.
19. 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, to the CHAIRPERSON at the CHAIRPERSON's office in Honolulu, Hawaii or to the AWARDEE at the AWARDEE's address as indicated in the 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 AWARDEE is responsible for notifying the CHAIRPERSON in writing of any change of address.
20. Waiver. Prior to the disbursement of funds, the CHAIRPERSON, in his or her discretion, may waive certain conditions set forth in this Agreement. No waiver shall be effective unless in writing executed by the CHAIRPERSON. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one section of the Hawaii Revised Statutes, and does not include other statutory sections in this Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the AWARDEE's obligations under the statutes.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
22. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
23. Survival. AWARDEE's obligations and the STATE's remedies shall survive the funding of the grant and the acquisition of this Property by AWARDEE.
24. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the AWARDEE relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or

written, express or implied, between the STATE and the AWARDEE other than as set forth or as referred to herein.

**SPECIAL CONDITIONS FOR LEGACY LAND CONSERVATION  
PROGRAM GRANT AGREEMENTS WITH STATE AGENCIES**

1. General Conditions # 8 “Indemnification and Defense,” # 9 “Cost of Litigation,” #11 “Relationship of Parties,” and #12 “Payment Procedures: Tax Clearance” are omitted.
2. General Condition # 13, “Publicity” is omitted and replaced with the following:
  13. Publicity.
    - a. The AWARDEE shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, in any of the AWARDEE’s brochures, advertisements, or other publicity of the AWARDEE without written permission from the Public Information Office of the State of Hawaii, Department of Land and Natural Resources. The AWARDEE shall give fair and accurate representation of the participation of the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program in all media contacts and in any of the AWARDEE’s brochures, advertisements, or other publicity about the subject matter of this Agreement.
    - b. The AWARDEE consents to the STATE’s use of AWARDEE and the Property’s name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program. The STATE shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program.
3. General Condition #14 “Confidentiality of Material” is omitted and replaced with the following:
  14. Confidentiality of Material. All materials in the possession of the STATE regarding this Agreement shall be subject to the Uniform Information Practices Act, chapter 92F, Hawaii Revised Statutes.

# **Exhibit A**

Agribusiness Development Corporation  
Project Application

Legacy Land Conservation Program  
2006-2007 (Fiscal Year 2007)

## Exhibit B

### Checklist for Legacy Land Conservation Program Projects

The following items must be completed to the STATE's satisfaction prior to the final award:

- Title report review and appraisal certification. A current title report of the Property must be obtained and approved through the Department of Land and Natural Resources, Land Division ("LD"). An appraisal of the Property must be done and certification obtained through LD, with final approval by the Chairperson of the Board of Land and Natural Resources. AWARDEE shall first supply LD a current title report, then contact the LD Appraisal Manager regarding certification requirements prior to issuing appraisal instructions for a new appraisal or ordering an update of a pre-existing appraisal.
- Matching funds. Evidence of matching funds, as required by law, must be provided to LLCP.
- Escrow. Funds that are to be used by nonprofit land conservation organizations or county agencies for the purchase of property will be deposited directly into escrow by LLCP.
- Title insurance. As of the 2008-2009 (Fiscal Year 2008) grant cycle, AWARDEES must obtain title insurance in the full amount of the purchase price, insuring that the title to the Property is vested in the AWARDEE.
- Accounting. AWARDEE must provide an accounting of all LLCP grant funds to be expended, evidenced by supporting documentation.
- ESA. One or more Environmental Site Assessment(s) (ESA) as may be required by STATE.
- HRS Ch. 343 compliance. An Environmental Assessment and/or Cultural Assessment as may be required by law.
- Resource value documentation. AWARDEE shall submit a written statement and photographs that reflect the current status and condition of the resources for which the land is to be protected. The statement shall be certified by AWARDEE and the photographs shall be taken from identifiable locations on the Property.
- Deed. AWARDEE shall submit a copy of proposed deed prior to execution of deed for review and approval by STATE.

