

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA
Kula Community Center, Main Hall, 3690 East Lower Kula Road, Kula, Maui, 96790
Monday, November 18, 2019, at 9:30 a.m. to be continued, if necessary, on
Tuesday, November 19, 2019, at 9:00 a.m.

Note: Commission Meeting Packets will be available at dhhl.hawaii.gov, by Thursday, November 14, 2019.

I. ORDER OF BUSINESS

- A. Roll Call
- B. Approval of Agenda
- C. Approval of Minutes for August 2019, September 2019
- D. Public Testimony on Agendized Items

II. ITEMS FOR DECISION MAKING

A. CONSENT AGENDA

Homestead Services Division

- D-2 Approval of Consent to Mortgage (see exhibit)
- D-3 Approval of Refinance of Loans (see exhibit)
- D-4 Approval of Streamline Finance of Loans (see exhibit)
- D-5 Approval of Homestead Lease Application / Cancellations (see exhibit)
- D-6 Reinstatement of Deferred Application – **NORMA G.K. NAWAA-TANELE**
- D-7 Approval of Designation of Successors to Leasehold Interest and Designation of Persons to Receive the Net Proceeds (see exhibit)
- D-8 Approval of Assignment of Leasehold Interest (see exhibit)
- D-9 Approval of Amendment of Leasehold Interest (see exhibit)
- D-10 Approval to Issue Non-Exclusive Licenses for Rooftop Photovoltaic Systems for Certain Lessees (see exhibit)
- D-11 Commission Designation of Successor – **CAROLINE K.K. PONCE**, Residential Lease No. 11436, Lot No. 17143, Kaupea, Oahu
- D-12 Commission Designation of Successor – **HENRY K. KEOHUUH**, Residential Lease No. 7961, Lot No. 93, Nanakuli, Oahu
- D-13 Commission Designation of Successor – **JAMES K. GIFFARD, JR.**, Residential Lease No. 8587, Lot No. 8, Nanakuli, Oahu

B. REGULAR AGENDA

Land Management Division

- F-1 Approval to Issue Right of Entry Permit to Connect Point Church, Kaei Hana I, Industrial Subdivision, Waiakea, S. Hilo, Island of Hawaii, TMK No. (3)2-2-060:040
- F-2 Approval for Payment Plan on Deficient Rent, General Lease No. 176, Pacific Macadamia Nut Corporation, Kaei Hana I, Industrial Subdivision, Waiakea, S. Hilo, TMK No. (3)2-2-060:011
- F-3 Approval to Lease Extension, General Lease No. 283, Hawaii Public Housing Authority - Ulu Ke Kukui Transitional Housing Program, Waianae, Oahu, TMK No. (1)8-7-010:030 (por.)

III. EXECUTIVE SESSION (discussion to be held during lunch break)

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

1. Provision of Telecommunication/broadband services on Hawaiian home lands.

IV. ITEMS FOR INFORMATION/DISCUSSION

A. GENERAL AGENDA

Requests to Address the Commission

- J-1 Lei Keliiliki – Allowance of Second Dwelling in Waiohuli
- J-2 Maluhia O'Donnell – Aha Punana Leo O Waimea
- J-3 Suzy Marciel – Keokea Dumping
- J-4 Kekoa Enomoto – Paupena Community Development Corporation
- J-5 Blossom Feiteira – Association of Hawaiians for Homestead Lands
- J-6 Princeslehuanani Kumaewakainakaleomomona- Wait List

B. WORKSHOPS

Office of the Chairman

- C-1 For Information Only - Completion of Department of Housing and Urban Development Environmental Review Record, Keaukaha Residential Lots Rehabilitation and Infill New Construction, Keaukaha, Hawai'i Island, TMK Nos. (3)2-1-20, -21, -22-, -23, and -24, various parcels.
- C-2 Approval of Lease Awards (see exhibit)

Planning Office

- G-1 For Information Only – Non-Traditional Homestead Award Evaluation Report

Land Development Division

- E-1 For Information Only – Maui Project Updates

AMENDED

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION MEETING/WORKSHOP AGENDA
Kula Community Center, Main Hall, 3690 East Lower Kula Road, Kula, Maui, 96790
Tuesday, November 19, 2019, at 9:00 a.m.

The agenda for November 19, 2019, Commission Meeting, originally posted on November 12, 2019; agenda Item C-3, is amended. The agenda for November 18, 2019, Commission Meeting is unchanged.

I. ORDER OF BUSINESS

- A. Roll Call
- B. Public Testimony on Agendized Items

II. ITEMS FOR DECISION MAKING

A. REGULAR AGENDA

- C-3 Approval of 2020 Hawaiian Homes Commission Meeting Schedule*
- C-4 Authorization to Establish Limited Financing Program to Cover Unanticipated Costs Associated with the Provision of Telecommunication and Broadband Services for Lots Offered Between October 8, 2016, and December 31, 2019.

III. ITEMS FOR INFORMATION/DISCUSSION

A. REGULAR AGENDA

Homestead Services Division

- D-1 HSD Status Reports
 - A. Homestead Lease and Application Totals and Monthly Activity Reports
 - B. Delinquency Report

IV. EXECUTIVE SESSION (discussion to be held during lunch break)

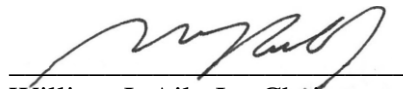
The Commission anticipates convening in an executive meeting pursuant to Section 92-5(a)(4), HRS, to consult with its attorney on questions and issues pertaining to the Commission's powers, duties, privileges, immunities, and liabilities on these matters.

- 1. Potential Acquisition of Oahu Property using \$6.9 million Appropriation
- 2. Extension of Homestead Leases Reaching End of Initial Term

V. ANNOUNCEMENTS AND ADJOURNMENT

- A. Next Meeting – December 17 & 18, 2019, Kapolei, O'ahu, Hawai'i
- B. Adjournment

Note: No contested case hearings scheduled for November.



William J. Aila Jr., Chairman
Hawaiian Homes Commission

COMMISSION MEMBERS

Randy K. Awo, Maui
Patricia L. Teruya, O‘ahu
Pauline N. Namu‘o, O‘ahu
Vacant, East Hawai‘i

Zachary Z. Helm, Moloka‘i
David B. Ka‘apu, West Hawai‘i
Dennis L. Neves, Kaua‘i
Vacant, O‘ahu

Next community meeting is scheduled for Monday, November 18, 2019,
6:30 p.m. – 8:30 p.m., Kula Community Center

Special Accommodations (such as Sign Language Interpreter, large print, taped material) can be provided, if requested, at least five (5) working days before the scheduled meeting on the respective island by calling Michael Lowe, at the **Information & Community Relations Office**, on Oahu, (808) 620-9590.

ITEM C-2 EXHIBIT
APPROVAL OF LEASE

Lana'i Residential Subdivision, Lana'i, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
KENNETH KAOPUIKI	02/21/2002	1193	2-4-9-024:023	12882
ROLAND KEALOHA	12/12/1983	1196	2-4-9-024:026	12886
CAROL A. DOMBRIGUES	02/25/1986	1186	2-4-9-024:016	12887
WINIFRED I.K. BASQUES	04/26/2000	1179	2-4-9-024:009	12888
SHAWNAMAE KAPU	09/26/2001	1180	2-4-9-024:010	12889

Kawaihae Residential Subdivision, Kamuela, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
Leslyn M. Paleka	03/16/1978	8	3-6-1-007:008	12890

Ka'uluokaha'i Residential Subdivision, Ewa Beach, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
LENA L. GOUVEIA	04/15/1985	114	(1)9-1-017-161	12862
ALVA H. KAIWI	08/04/1986	148	(1)9-1-017-161	12865

Kaupe'a Residential Subdivision, Kapolei, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
HENRY ZAMORA	05/26/1977	17007	(1)9-1-140-064	12883

Kewalo Residential Subdivision, Kewalo, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
BILLIE W. GABRIEL	02/03/1958	209	(1)2-5-021-043	12884

Kanehili Residential Subdivision, Kapolei, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
DIANA K. LEWIS	04/16/1984	186	(1)9-1-152:130	12885
MAY K. MARROTTE	11/30/1981	188	(1)9-1-152:132	12891
MERVIN MONTEZ	04/16/1985	189	(1)9-1-152:133	12892
EARL LEROY NAEOLE	04/09/1962	191	(1)9-1-152:135	12893
RUTH ANN L. CAMBRA	03/08/1976	192	(1)9-1-152:136	12894
BARBARA AH MAU	05/04/1984	193	(1)9-1-152:137	12895
JORDAN B. MOREY	08/05/1971	194	(1)9-1-152:138	12896
OLIVER K. POHINA	11/07/1983	195	(1)9-1-152:139	12897
MICHAEL F. LENCHANKO	02/17/1977	196	(1)9-1-152:140	12898
HAVEN RICHARD APANA	11/22/1977	197	(1)9-1-152:141	12899
EZRA JOHNSON	12/01/1980	199	(1)9-1-152:143	12900
WILLIAM ROSA	12/27/1976	203	(1)9-1-152:147	12901
LEONA P. ASINSIN	07/18/1978	204	(1)9-1-152:148	12902
MILDRED A. RASMUSSEN	09/04/1968	205	(1)9-1-152:149	12903

ROBERT M. AIPOALANI, JR.	12/28/1976	208	(1)9-1-152:152	12904
KIANA M.K. HAUHIO	11/17/1976	249	(1)9-1-153:002	12905
DAVID M. NUNUHA	12/08/1969	250	(1)9-1-153:003	12906
HELAIN RAMOS	11/30/1973	251	(1)9-1-153:004	12907
CLARENCE HEW LEN	12/04/1961	252	(1)9-1-153:005	12908
CARL FOSTER	07/18/1971	254	(1)9-1-153:007	12909
ROBERT KAPIHE, JR.	05/12/1980	255	(1)9-1-153:008	12910
WENDY M. SEEFELDT	02/07/1964	256	(1)9-1-153:009	12911

ITEM D-2 EXHIBIT

APPROVAL OF CONSENT TO MORTGAGE

LESSEE	LEASE NO.	AREA
AHUNA, Dan K.	6826	Waiakea, Hawaii
AKIONA, Brandee K. M.	3993	Waimanalo, Oahu
CAZIMERO, Olinda	2670	Kuhio Village, Hawaii
CHONG, Autumn T. U.	4900	Kuhio Village, Hawaii
CHOY, Avery K.	8562	Princess Kahanu Estates, Oahu
CHU-HING, Jacob M.	9861	Maluohai, Oahu
FOX, Walter G., III	11858	Kanehili, Oahu
FRASER, Krista K. K.	7696	Waiohuli, Maui
GOUVEIA, Lena	12862	Kauluokahai, Oahu
HATORI, Alicia	11252	Kakaina, Oahu
HATORI, Inez K.	5513	Maluohai, Oahu
KAHIHIKOLO, Tiffany K.	5424	Paukukalo, Maui
KAILIEHU, William	12263	Waiehu 4, Maui
KAIWI, Alva	12865	Kauluokahai, Oahu
KANE, Kevin N.	3654	Waimanalo, Oahu
KEKUA, Lester P.	7362	Nanakuli, Oahu
LEHANO, Eugene K.	7238	Kawaihae, Hawaii
LENCHANKO, Robert L. M.	4622	Waianae, Oahu
LONO, Adam A.	4873	Nanakuli, Oahu
MANUWA, Gilbert L. K.	8268	Nanakuli, Oahu
MILLER, Lucille U.	12802	Hoolimalima, Oahu
MILLER, Trixy P. J.	8991	University Heights, Hawaii
NAEOLE, Robert A., IV	8363	Princess Kahanu Estates, Oahu
NAONE, Charla L.R.	2514Z	Nanakuli, Oahu
OTA, Anne	11156	Piilani Mai Ke Kai, Kauai
PEDRINA, Tracy Ann	11235	Kumuhau, Oahu
RUIZ, Jayton L.	4077A	Waimanalo, Oahu
SHIMAOKA, Oliver C. I., III	6913	Puukapu, Hawaii
WILLS, Celeste E.	4193A	Waimea, Hawaii
WORTHINGTON, Kauwailani	11400	Kaupea, Oahu

ITEM D-3 EXHIBIT

APPROVAL OF REFINANCE OF LOANS

LESSEE	LEASE NO.	AREA
HOAPILI, Sean L.	12680	Anahola, Kauai
NAMUO, Elizabeth K.	6601	Anahola, Kauai

ITEM D-4 EXHIBIT

APPROVAL OF STREAMLINE REFINANCE OF LOANS

LESSEE	LEASE NO.	AREA
NAAUAO, Willette K.	11378	Kaupea, Oahu

ITEM D-5 EXHIBIT

HOMESTEAD APPLICATION TRANSFERS / CANCELLATIONS

APPLICANT**AREA**

KAHULA, Dennis Aiona	Lanai IW Res to Maui IW Res
KAOHELAULII, Ronald K.	Waimanalo Area / Oahu IW Res
KAOHELAULII, Ronald K.	Maui IW Agr
KAUHANE, Dezrae L.J.N.	Oahu IW Res
KEAKEALANI, Roberta K.	Hawaii IW Res
KEALAIKI, Wayne L.	Hawaii IW Agr to Molokai IW Agr

* IW = Islandwide

ITEM D-7 EXHIBITAPPROVAL OF DESIGNATION OF SUCCESSORS TO LEASEHOLD INTEREST AND
DESIGNATION OF PERSONS TO RECEIVE THE NET PROCEEDS

LESSEE	LEASE NO.	AREA
HEW LEN, Herbert	5628	Lualualei, Oahu
ISHIBASHI, Wade A., Sr.	10229	Keaukaha, Hawaii
PALIMOO, Joseph M., Sr.	12761	Hoolimalima, Oahu
PUA, George N.K.	5391	Panaewa, Hawaii
PUA, George N.K.	6430	Makuu, Hawaii
WALKER, Edward	3209	Kamoku, Hawaii

ITEM D-8 EXHIBIT

APPROVAL OF ASSIGNMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
AIKALA, George M.	5943	Waiehu Kou, Maui
BRADLEY, Candace L.	5551	Lualualei, Oahu
CASIL, Geraldine K.	8206	Paukukalo, Maui
EVANS, Cheyenne L.M.A.	11965	Kaupea, Oahu
HANAKEAWE, Memory S.U.	12017	Kaupea, Oahu
SOO, Eric A.	12017	Kaupea, Oahu
HEKEKIA, Rannell R.	3539	Nanakuli, Oahu
KAAUWAI-IWAMOTO, Linda	6463	Anahola, Kauai

KAMAI, Kaili K.	12802	Hoolimalima, Oahu
KAPUAKELA, Abraham K.	2884	Waimanalo, Oahu
MAUKELE, Kauionalani P.A.	2817	Waimanalo, Oahu
PAGAN, Holly N.	2817	Waimanalo, Oahu
NAHALEA, Quincy A., Jr.	8357	PKE, Oahu
PAKAKI, Anson E.	10124	Waiohuli, Maui
KAEA, Lucille H.	10124	Waiohuli, Maui
PUNUA, Boyd C.K.	11400	Kaupea, Oahu
RASPOTNIK, Michael Anthony M.	4645	Waianae, Oahu
WHITNEY, Lillian L.	1370	Keaukaha, Hawaii
DE VEAS, Shirleen M.	11862	Kapolei, Oahu
KANIAUPIO-CRESPO, Wendy I.	11745	Kapolei, Oahu
MEDLEY, Winona A.	10539	Waiohuli, Maui

ITEM D-9 EXHIBIT

APPROVAL OF AMENDMENT OF LEASEHOLD INTEREST

LESSEE	LEASE NO.	AREA
NIIHAU, Laura L.	3018-Z	Hoolehua, Molokai
ANAMIZU, Carol H.	3018-Z	Hoolehua, Molokai
KALEIWAHEA, Carol P.	8592	Nanakuli, Oahu
CHARMAN, Malia	8592	Nanakuli, Oahu
KALUA, Isaac K., III	11213	Kakaina, Oahu
KAPUAKELA, Abraham K.	2884	Waimanalo, Oahu
KAWAILIMA, Sarah K.	11859	Kapolei, Oahu
KEIKI, James, III	3204	Kewalo, Oahu
PARK, Bernadette K.	11223	Kakaina, Oahu
PUA, George N.K.	5391	Panaewa, Hawaii
WALKER, Edward W., Sr.	3209	Kamoku, Hawaii

ITEM D-10 EXHIBIT

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

LESSEE	LEASE NO.	AREA
CORDEIRO, Frederick P.	11753	Kanehili, Oahu
CORDEIRO, Lorna	11753	Kanehili, Oahu
FABRAO, Dawn K.	9820	Maluohai, Oahu
KAAHANUI, Kevin H.	6027	Hoolehua, Molokai
KAEA-MEDLEY, Ronald J.K.	10124	Waiohuli, Maui
KALEHUAWHE, Donald M.N., Jr.	12262	Waiehu 4, Maui
SOO, Allen E.K.K.	12017	Kaupea, Oahu
VENTURA, Jeanah N.	5096	Panaewa, Hawaii
WORTHINGTON, Kauwailani K.	11400	Kaupea, Oahu

**HAWAIIAN HOMES COMMISSION
NOVEMBER 18 & 19, 2019
KULA, MAUI**

**C – ITEMS
OFFICE OF THE CHAIRMAN**

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

November 12, 2019

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Paula Aila, Finance and Development Specialist

FROM: Jo-Anne Aiwohi, Homestead Housing Specialist IV

Michelle Hitzeman, HALE Manager

SUBJECT: Approval of Lease Awards

RECOMMENDED MOTION/ACTION

Approve the award of Department of Hawaiian Home Lands Residence Lot Leases to the applicants listed below for ninety-nine (99) years

DISCUSSION:

Lana'i Residential Subdivision, Lana'i, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
KENNETH KAOPUIKI	02/21/2002	1193	2-4-9-024:023	12882
ROLAND KEALOHA	12/12/1983	1196	2-4-9-024:026	12886
CAROL A. DOMBRIGUES	02/25/1986	1186	2-4-9-024:016	12887
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Kawaihae Residential Subdivision, Kamuela, Hawaii

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Leslyn M. Paleka	03/16/1978	8	3-6-1-007:008	12890

Ka'uluokaha'i Residential Subdivision, Ewa Beach, Hawaii

<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
LENA L. GOUVEIA	04/15/1985	114	(1)9-1-017-161	12862
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Kaupe'a Residential Subdivision, Kapolei, Hawaii

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<u>NAME</u>	<u>APPL DATE</u>	<u>LOT NO.</u>	<u>TAX MAP KEY</u>	<u>LEASE NO.</u>
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OLIVER K. POHINA	11/07/1983	195	(1)9-1-152:139	12897
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DAVID M. NUNUHA	12/08/1969	250	(1)9-1-153:003	12906
HELAINA RAMOS	11/30/1973	251	(1)9-1-153:004	12907
CLARENCE HEW LEN	12/04/1961	252	(1)9-1-153:005	12908
CARL FOSTER	07/18/1971	254	(1)9-1-153:007	12909
ROBERT KAPIHE, JR.	05/12/1980	255	(1)9-1-153:008	12910
WENDY M. SEEFELDT	02/07/1964	256	(1)9-1-153:009	12911



HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION · DEPARTMENT OF HAWAIIAN HOME LANDS

HAWAIIAN HOMES COMMISSION 2020 MEETING SCHEDULE

January 21, 2020 (Tue)	HHC Mtg, Kapolei – (No Community Mtg)
January 22, 2020 (Wed)	HHC Mtg, Kapolei, O‘ahu
February 18, 2020 (Tue)	HHC Mtg, Kapolei, Community Mtg - Kapolei
February 19, 2020 (Wed)	HHC Mtg, Kapolei, O‘ahu
March 16, 2020	HHC Mtg, Community Mtg – Waimānalo
March 17, 2020	HHC Mtg, Kapolei, O‘ahu
April 20, 2020	HHC Mtg, Community Mtg – Moloka‘i
April 21, 2020	HHC Mtg, Kalama‘ula, Moloka‘i
May 18, 2020	HHC Mtg, Community Mtg – Kawaihae
May 19, 2020	HHC Mtg, Kailua-Kona, Hawai‘i
June 15, 2020	HHC Mtg, Kapolei – (No Community Mtg)
June 16, 2020	HHC Mtg, Kapolei, O‘ahu
July 20, 2020	HHC Mtg, Community Mtg – Papakōlea
July 21, 2020	HHC Mtg, Kapolei, Hawai‘i
August 17, 2020	HHC Mtg, Community Mtg – Kaua‘i
August 18, 2020	HHC Mtg, Lihue, Kaua‘i
September 20, 2020(Sun)	HHC Community Meeting ONLY – Ka‘ū
September 21, 2020	HHC Mtg, Community Mtg – Hilo
September 22, 2020	HHC Mtg, Hilo, Hawai‘i
October 19, 2020	HHC Mtg, Community Mtg – Paukūkalo
October 20, 2020	HHC Mtg, Wailuku, Maui
November 15, 2020 (Sun)	HHC Community Meeting ONLY – Lanai City
November 16, 2020	HHC Mtg, Kapolei, O‘ahu
November 17, 2020	HHC Mtg, Kapolei, O‘ahu
December 21, 2020	HHC Mtg, Community Mtg – Nānākuli/Wai‘anae
December 22, 2020	HHC Mtg, Kapolei, O‘ahu

O‘ahu meetings are held at Hale Pono‘i, DHHL, 91-5420 Kapolei Parkway, Kapolei, O‘ahu.

*Community meetings are held in the evenings, except in Ka‘ū and Lāna‘i where it will be held during the day.
No community meetings scheduled for O‘ahu in January and February.*

**HAWAIIAN HOMES COMMISSION
NOVEMBER 18 & 19, 2019
KULA, MAUI**

**D – ITEMS
HOMESTEAD SERVICES DIVISION**

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission
From: Dean T. Oshiro, Acting HSD Administrator
SUBJECT: **Homestead Services Division Status Reports**

RECOMMENDED MOTION/ACTION

NONE

DISCUSSION

The following reports are for information only:

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

November 18, 2019

SUBJECT: Homestead Lease and Application Totals and Monthly Activity Reports

LEASE ACTIVITY REPORT

Month through October 31, 2019

	As of 9/30/19	Add	Cancel	As of 10/31/19
Residential	8,406	5	0	8,411
Agricultural	1,096	0	0	1,096
Pastoral	410	0	0	410
Total	9,912	5	0	9,917

The number of Converted Undivided Interest Lessees represents an increase of 504 families moving into homes. Their Undivided Interest lease was converted to a regular homestead lease.

	As of 9/30/19	Converted	Rescinded/ Surrendered/ Cancelled	As of 10/31/19
Undivided	818	1	0	817

Balance as of 10/31/2019

Awarded	1,434
Relocated to UNDV	7
Rescinded	111
Surrendered	5
Cancelled	4
Converted	504
Balance to Convert	817

Lease Report For the Month Ending October 31, 2019

	RESIDENCE				AGRICULTURE				PASTURE				TOTAL LEASES			
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL
OAHU																
Hoolimalima	70	0	0	70	0	0	0	0	0	0	0	0	70	0	0	70
Kakalina	21	0	0	21	0	0	0	0	0	0	0	0	21	0	0	21
Kalawahine	90	0	0	90	0	0	0	0	0	0	0	0	90	0	0	90
Kanehili	359	0	0	359	0	0	0	0	0	0	0	0	359	0	0	359
Kapolei	201	0	0	201	0	0	0	0	0	0	0	0	201	0	0	201
Kauluokahai	90	4	0	94	0	0	0	0	0	0	0	0	90	4	0	94
Kauea	325	0	0	325	0	0	0	0	0	0	0	0	325	0	0	325
Kaupuni	19	0	0	19	0	0	0	0	0	0	0	0	19	0	0	19
Kewalo	249	0	0	249	0	0	0	0	0	0	0	0	249	0	0	249
Kumuhau	52	0	0	52	0	0	0	0	0	0	0	0	52	0	0	52
Luafualei	149	0	0	149	31	0	0	31	0	0	0	0	180	0	0	180
Makuhohai	156	0	0	156	0	0	0	0	0	0	0	0	156	0	0	156
Nanakuli	1,047	0	0	1,047	0	0	0	0	0	0	0	0	1,047	0	0	1,047
Papakolea	64	0	0	64	0	0	0	0	0	0	0	0	64	0	0	64
Princess Kahanu Estates	271	0	0	271	0	0	0	0	0	0	0	0	271	0	0	271
Waiahole	0	0	0	0	16	0	0	16	0	0	0	0	16	0	0	16
Walanae	418	0	0	418	11	0	0	11	0	0	0	0	429	0	0	429
Waimanalo	724	0	0	724	2	0	0	2	0	0	0	0	726	0	0	726
TOTAL	4,305	4	0	4,309	60	0	0	60	0	0	0	0	4,365	4	0	4,369
MAUI																
Hikina	31	0	0	31	0	0	0	0	0	0	0	0	31	0	0	31
Kahikinui	0	0	0	0	0	0	0	0	75	0	0	75	75	0	0	75
Keokea	0	0	0	0	65	0	0	65	0	0	0	0	65	0	0	65
Leaili	104	0	0	104	0	0	0	0	0	0	0	0	104	0	0	104
Paukukalo	180	0	0	180	0	0	0	0	0	0	0	0	180	0	0	180
Waiehu 1	39	0	0	39	0	0	0	0	0	0	0	0	39	0	0	39
Waiehu 2	109	0	0	109	0	0	0	0	0	0	0	0	109	0	0	109
Waiehu 3	114	0	0	114	0	0	0	0	0	0	0	0	114	0	0	114
Waiehu 4	97	0	0	97	0	0	0	0	0	0	0	0	97	0	0	97
Waiohuli	593	0	0	593	0	0	0	0	0	0	0	0	593	0	0	593
TOTAL	1,267	0	0	1,267	65	0	0	65	75	0	0	75	1,407	0	0	1,407
EAST HAWAII																
Discovery Harbour	2	0	0	2	0	0	0	0	0	0	0	0	2	0	0	2
Kamaea	0	0	0	0	0	0	0	0	25	0	0	25	25	0	0	25
Kaunana	42	0	0	42	0	0	0	0	0	0	0	0	42	0	0	42
Keaukaha	472	1	0	473	0	0	0	0	0	0	0	0	472	1	0	473
Kurtistown	3	0	0	3	0	0	0	0	0	0	0	0	3	0	0	3
Makuu	0	0	0	0	121	0	0	121	0	0	0	0	121	0	0	121
Panaewa	0	0	0	0	262	0	0	262	0	0	0	0	262	0	0	262
Piihonua	17	0	0	17	0	0	0	0	0	0	0	0	17	0	0	17
Puueo	0	0	0	0	12	0	0	12	0	0	0	0	12	0	0	12
University Heights	4	0	0	4	0	0	0	0	0	0	0	0	4	0	0	4
Waialea	298	0	0	298	0	0	0	0	0	0	0	0	298	0	0	298
TOTAL	838	1	0	839	395	0	0	395	25	0	0	25	1,258	1	0	1,259
WEST HAWAII																
Honokaia	0	0	0	0	0	0	0	0	24	0	0	24	24	0	0	24
Humuula	0	0	0	0	0	0	0	0	5	0	0	5	5	0	0	5
Kamoku	0	0	0	0	0	0	0	0	16	0	0	16	16	0	0	16
Kanihohale	224	0	0	224	0	0	0	0	0	0	0	0	224	0	0	224
Kawaihae	190	0	0	190	0	0	0	0	1	0	0	1	191	0	0	191
Laiopua	284	0	0	284	0	0	0	0	0	0	0	0	284	0	0	284
Lalamilo	30	0	0	30	0	0	0	0	0	0	0	0	30	0	0	30
Nienie	0	0	0	0	0	0	0	0	21	0	0	21	21	0	0	21
Puukapu/Waimea/Kuhio Vll	116	0	0	116	110	0	0	110	215	0	0	215	441	0	0	441
Puupulehu	33	0	0	33	0	0	0	0	0	0	0	0	33	0	0	33
TOTAL	877	0	0	877	110	0	0	110	282	0	0	282	1,269	0	0	1,269
KAUAI																
Anahola	533	0	0	533	46	0	0	46	0	0	0	0	579	0	0	579
Hanapepe	47	0	0	47	0	0	0	0	0	0	0	0	47	0	0	47
Kekaha	117	0	0	117	0	0	0	0	0	0	0	0	117	0	0	117
Puu Opae	0	0	0	0	0	0	0	0	1	0	0	1	1	0	0	1
TOTAL	697	0	0	697	46	0	0	46	1	0	0	1	744	0	0	744
MOLOKAI																
Hooluhua	155	0	0	155	346	0	0	346	21	0	0	21	522	0	0	522
Kalamaula	164	0	0	164	71	0	0	71	3	0	0	3	238	0	0	238
Kapaakea	47	0	0	47	0	0	0	0	3	0	0	3	50	0	0	50
Moomomi	0	0	0	0	3	0	0	3	0	0	0	0	3	0	0	3
O'ne Alii	28	0	0	28	0	0	0	0	0	0	0	0	28	0	0	28
TOTAL	394	0	0	394	420	0	0	420	27	0	0	27	841	0	0	841
LANAI																
Lanai	28	0	0	28	0	0	0	0	0	0	0	0	28	0	0	28
TOTAL	28	0	0	28	0	0	0	0	0	0	0	0	28	0	0	28
STATEWIDE TOTAL	8,406	5	0	8,411	1,096	0	0	1,096	410	0	0	410	9,912	5	0	9,917

**HOMESTEAD AREA AND ISLANDWIDE APPLICATIONS WAITING LIST MONTHLY REPORT FOR THE MONTH ENDING
October 31, 2019**

AREA WAITING LIST

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

ISLANDWIDE WAITING LIST

ISLAND	RESIDENCE				AGRICULTURE				PASTURE				TOTAL
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	
Oahu	9,793	20	6	9,807	3,763	8	4	3,767	0	0	0	0	13,574
Maui	3,784	1	4	3,781	4,654	2	2	4,654	609	0	1	608	9,043
Hawaii	5,739	5	13	5,731	7,214	6	10	7,210	1,872	0	2	1,870	14,811
Kauai	1,629	0	1	1,628	2,225	0	6	2,219	296	0	0	296	4,143
Molokai	803	4	2	805	1060	2	2	1060	202	1	0	203	2,068
Lanai	89	0	0	89	0	0	0	0	0	0	0	0	89
TOTAL	21,837	30	26	21,841	18,916	18	24	18,910	2,979	1	3	2,977	43,728

AREA AND ISLANDWIDE LISTS

	RESIDENCE				AGRICULTURE		PASTURE		TOTAL	ADDITIONS		CANCELLATIONS	
	RES	AG	PAS	TOTAL	AG	PAS	PAS	TOTAL		ADDITIONS	TOTAL	CANCELLATIONS	TOTAL
OAHU	10,762	3,767	0	14,529						New Applications	40	New Lease Awards	8
MAUI	3,831	4,658	613	9,102						Application Transfers	9	Application Transfers	9
HAWAII	5,861	7,238	1,916	15,015						Lease Rescissions	0	Succ'd and Cancel Own	8
KAUAI	1,679	2,222	324	4,225						App Reinstatements	0	Public Notice Cancel	0
MOLOKAI	825	1,078	204	2,107						HHC Adjustments	0	Voluntary Cancellations	0
LANAI	89	0	0	89						TOTAL	49	Lease Successorships	0
TOTAL	23,047	18,963	3,057	45,067								HHC Adjustments	0
												Dec'd No Successor	28
												Additional Acreage	0
												NHQ Unqualified	0
												TOTAL	53

ITEM NO. D-1
EXHIBIT A

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

October 31, 2019

	RESIDENCE				AGRICULTURE				PASTURE				TOTAL
	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	Last Month	Add	Cancel	TOTAL	
OAHU DISTRICT													
Nanakuli	169	0	0	169	0	0	0	0	0	0	0	0	169
Waianae	142	0	0	142	0	0	0	0	0	0	0	0	142
Lualualei	0	0	0	0	0	0	0	0	0	0	0	0	0
Papakolea/Kewalo	71	0	0	71	0	0	0	0	0	0	0	0	71
Waimanalo	573	0	0	573	0	0	0	0	0	0	0	0	573
Subtotal Area	955	0	0	955	0	0	0	0	0	0	0	0	955
Islandwide	9,793	20	6	9,807	3,763	8	4	3,767	0	0	0	0	13,574
TOTAL OAHU APPS	10,748	20	6	10,762	3,763	8	4	3,767	0	0	0	0	14,529
MAUI DISTRICT													
Paukukalo	50	0	0	50	0	0	0	0	0	0	0	0	50
Kula	0	0	0	0	4	0	0	4	5	0	0	5	9
Subtotal Area	50	0	0	50	4	0	0	4	5	0	0	5	59
Islandwide	3,784	1	4	3,781	4,654	2	2	4,654	609	0	1	608	9,043
TOTAL MAUI APPS	3,834	1	4	3,831	4,658	2	2	4,658	614	0	1	613	9,102
HAWAII DISTRICT													
Keaukaha/Waiakea	69	0	0	69	0	0	0	0	0	0	0	0	69
Panaewa	0	0	0	0	16	0	0	16	0	0	0	0	16
Humuula	0	0	0	0	0	0	0	0	0	0	0	0	0
Kawaihae	16	0	0	16	0	0	0	0	0	0	0	0	16
Waimea	45	0	0	45	12	0	0	12	46	0	0	46	103
Subtotal Area	130	0	0	130	28	0	0	28	46	0	0	46	204
Islandwide	5,739	5	13	5,731	7,214	6	10	7,210	1,872	0	2	1,870	14,811
TOTAL HAWAII APPS	5,869	5	13	5,861	7,242	6	10	7,238	1,918	0	2	1,916	15,015
KAUAI DISTRICT													
Anahola	43	0	0	43	3	0	0	3	21	0	0	21	67
Kekaha/Puu Opae	8	0	0	8	0	0	0	0	7	0	0	7	15
Subtotal Area	51	0	0	51	3	0	0	3	28	0	0	28	82
Islandwide	1,629	0	1	1,628	2,225	0	6	2,219	296	0	0	296	4,143
TOTAL KAUAI APPS	1,680	0	1	1,679	2,228	0	6	2,222	324	0	0	324	4,225
MOLOKAI DISTRICT													
Kalamaula	4	0	0	4	0	0	0	0	0	0	0	0	4
Hoolehua	8	0	0	8	18	0	0	18	1	0	0	1	27
Kapaakea	7	0	0	7	0	0	0	0	0	0	0	0	7
One Alii	1	0	0	1	0	0	0	0	0	0	0	0	1
Subtotal Area	20	0	0	20	18	0	0	18	1	0	0	1	39
Islandwide	803	4	2	805	1,060	2	2	1,060	202	1	0	203	2,068
TOTAL MOLOKAI APPS	823	4	2	825	1,078	2	2	1,078	203	1	0	204	2,107
LANAI DISTRICT													
Islandwide	89	0	0	89	0	0	0	0	0	0	0	0	89
TOTAL LANAI APPS	89	0	0	89	0	0	0	0	0	0	0	0	89
TOTAL AREA ONLY	1,206	0	0	1,206	53	0	0	53	80	0	0	80	1,339
TOTAL ISLANDWIDE	21,837	30	26	21,841	18,916	18	24	18,910	2,979	1	3	2,977	43,728
TOTAL STATEWIDE	23,043	30	26	23,047	18,969	18	24	18,963	3,059	1	3	3,057	45,067

ITEM NO. D-1
EXHIBIT A

DELINQUENCY REPORT - STATEWIDE

November 18, 2019

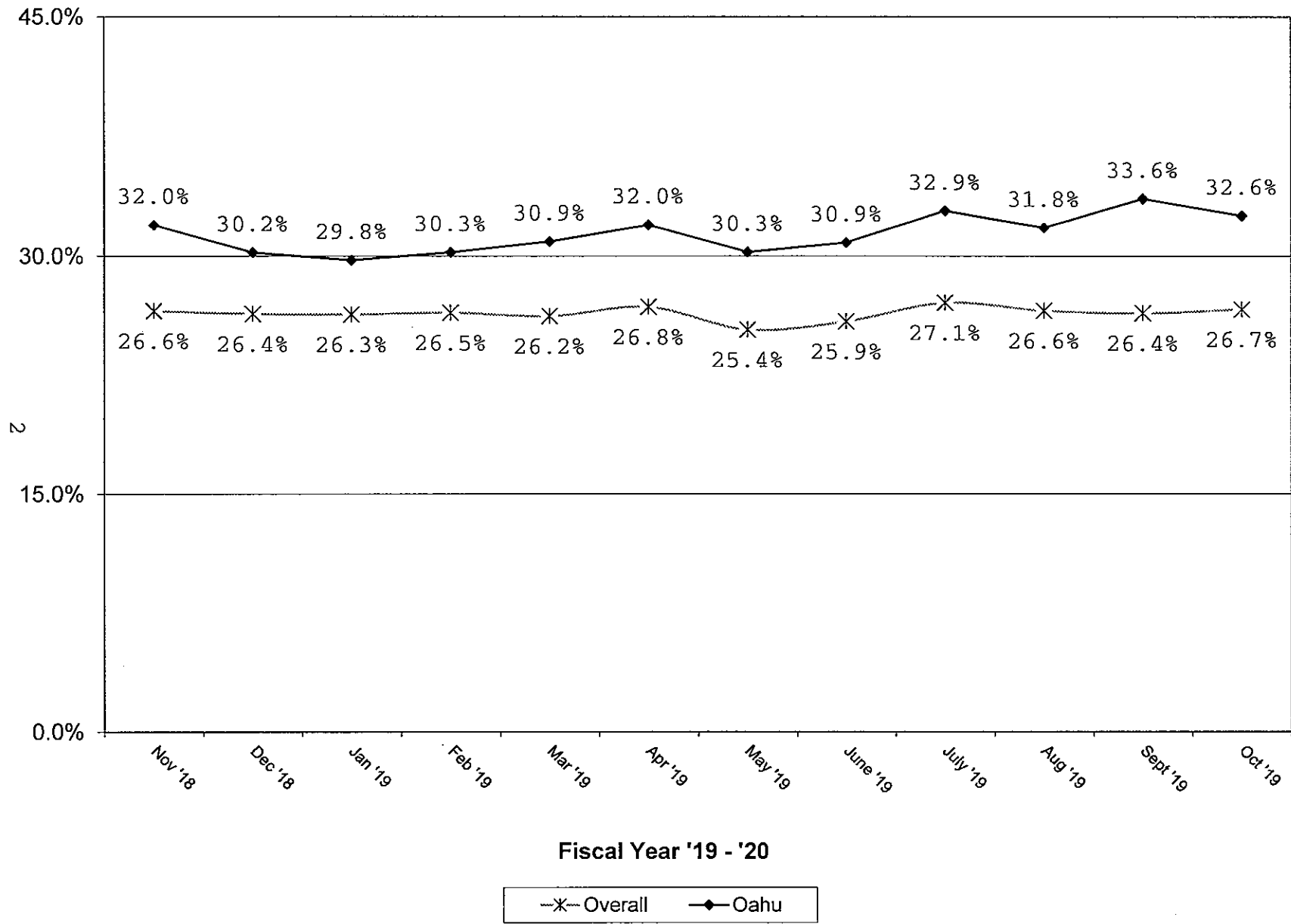
(\$Thousands)

	Total Outstanding		Total Delinquency		30 Days (low)		60 Days (Medium)		R I S K 90 Days (High)		180 Days (Severe)		% of Totals 11/18/2019	
	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	(000s) Amt.	No.	\$
DIRECT LOANS														
OAHU	397	36,630	120	11,927	21	1,456	12	964	18	1,572	69	7,935	30.2%	32.6%
EAST HAWAII	211	13,009	65	4,419	12	481	4	329	9	338	40	3,272	30.8%	34.0%
WEST HAWAII	84	8,698	12	1,136	2	338	2	199	4	349	4	249	14.3%	13.1%
MOLOKAI	85	6,620	21	766	3	147	1	75	2	62	15	482	24.7%	11.6%
KAUAI	98	7,515	19	1,324	7	504	3	380	2	69	7	371	19.4%	17.6%
MAUI	<u>91</u>	<u>11,940</u>	<u>23</u>	<u>2,934</u>	<u>5</u>	<u>801</u>	<u>2</u>	<u>66</u>	<u>5</u>	<u>828</u>	<u>11</u>	<u>1,239</u>	<u>25.3%</u>	<u>24.6%</u>
TOTAL DIRECT	966	84,412	260	22,507	50	3,727	24	2,012	40	3,218	146	13,548	26.9%	26.7%
	100.0%	100.0%	26.9%	26.7%	5.2%	4.4%	2.5%	2.4%	4.1%	3.8%	15.1%	16.0%		
Advances (including RPT)	241	8,544	241	8,544	0	0	0	0	241	8,544			100%	100%
DHHL LOANS & Advances	1,207	92,956	501	31,051	50	3,727	24	2,012	281	11,762	146	13,548	41.5%	33.4%
LOAN GUARANTEES as of June 30, 2019														
SBA	1	88	0	0	0	0	0	0	0	0			0.0%	0.0%
USDA-RD	297	35,079	53	6,039	0	0	0	0	53	6,039			17.8%	17.2%
Habitat for Humanity	56	2,142	22	896	0	0	0	0	22	896			39.3%	41.8%
Maui County	5	74	0	0	0	0	0	0	0	0			0.0%	0.0%
Nanakuli NHS	1	7	1	7	0	0	0	0	1	7			100.0%	100.0%
City & County	14	274	12	258	0	0	0	0	12	258			85.7%	94.2%
FHA Interim	11	1,445	0	0	0	0	0	0	0	0			0.0%	0.0%
OHA	21	87	1	6	0	0	0	0	<u>1</u>	<u>6</u>			4.8%	6.9%
TOTAL GUARANTEE	<u>406</u>	<u>39,196</u>	<u>89</u>	<u>7,206</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>89</u>	<u>7,206</u>			<u>21.9%</u>	<u>18.4%</u>
PMI Loans	172	26,791	3	681	2	451	1	230	0	0			1.7%	2.5%
HUD REASSIGNED for Recovery	158	19,512	134	18,056	0	0	1	11	6	572	127	17,473	84.8%	92.5%
FHA Insured Loans	<u>2,805</u>	<u>447,593</u>	<u>197</u>	<u>26,525</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>197</u>	<u>26,525</u>			<u>7.0%</u>	<u>5.9%</u>
TOTAL INS. LOANS	<u>3,135</u>	<u>493,896</u>	<u>334</u>	<u>45,262</u>	<u>2</u>	<u>451</u>	<u>2</u>	<u>241</u>	<u>203</u>	<u>27,097</u>	<u>127</u>	<u>17,473</u>	<u>10.7%</u>	<u>9.2%</u>
OVERALL TOTALS(EXC Adv/RP)	4,507	617,504	683	74,975	52	4,178	26	2,254	332	37,521	273	31,021	15.2%	12.1%
ADJUSTED TOTALS	4,748	626,048	924	83,519	52	4,178	26	2,254	573	46,065	273	31,021		13.3%

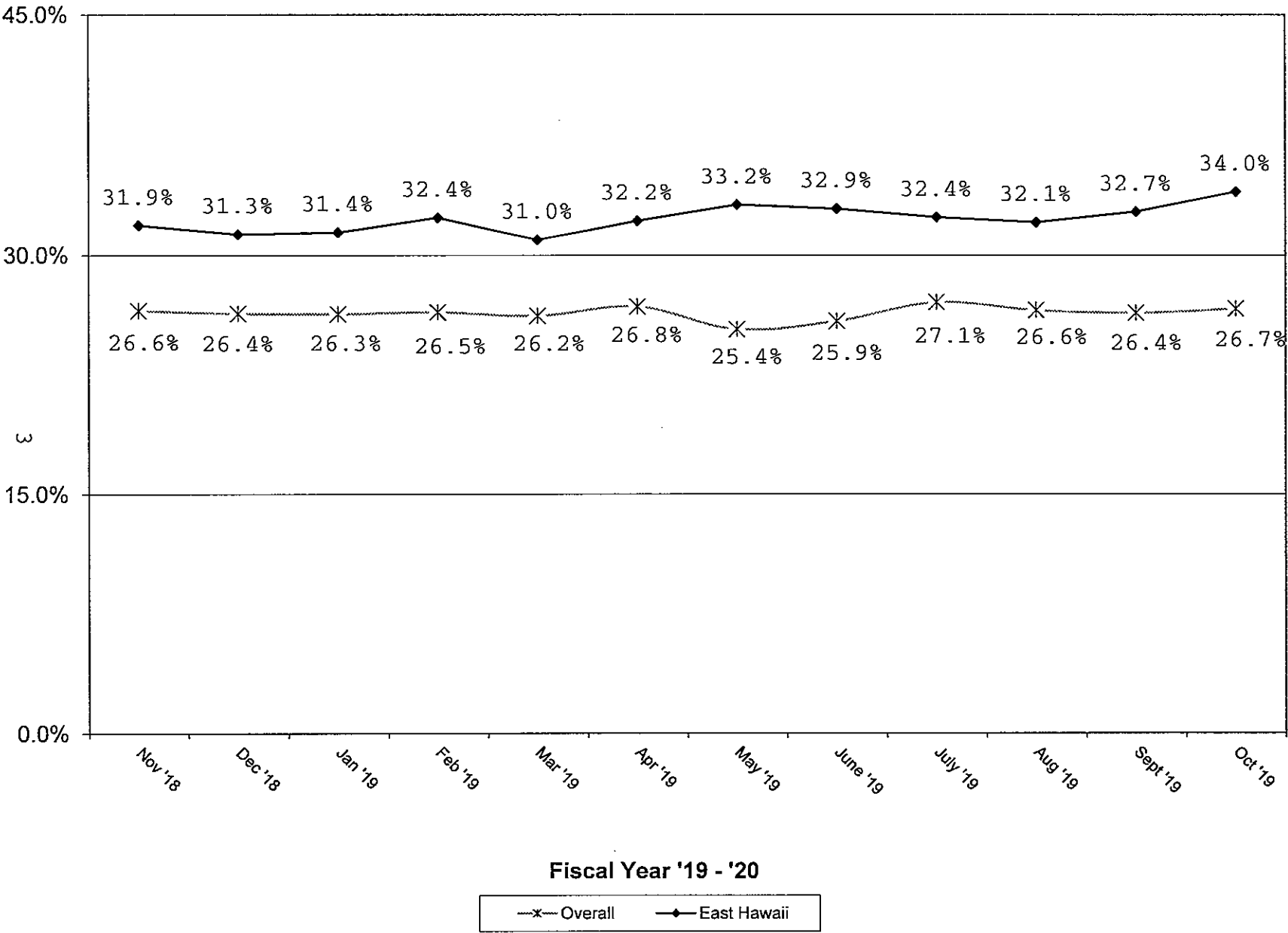
Note: HUD 184A loan program has 499 loans, with a total outstanding principal balance of \$111,905,370.46 as of June 30, 2019. 23 loans, totalling \$5,381,378.94 are delinquent.

EXHIBIT B
ITEM NO. D-1

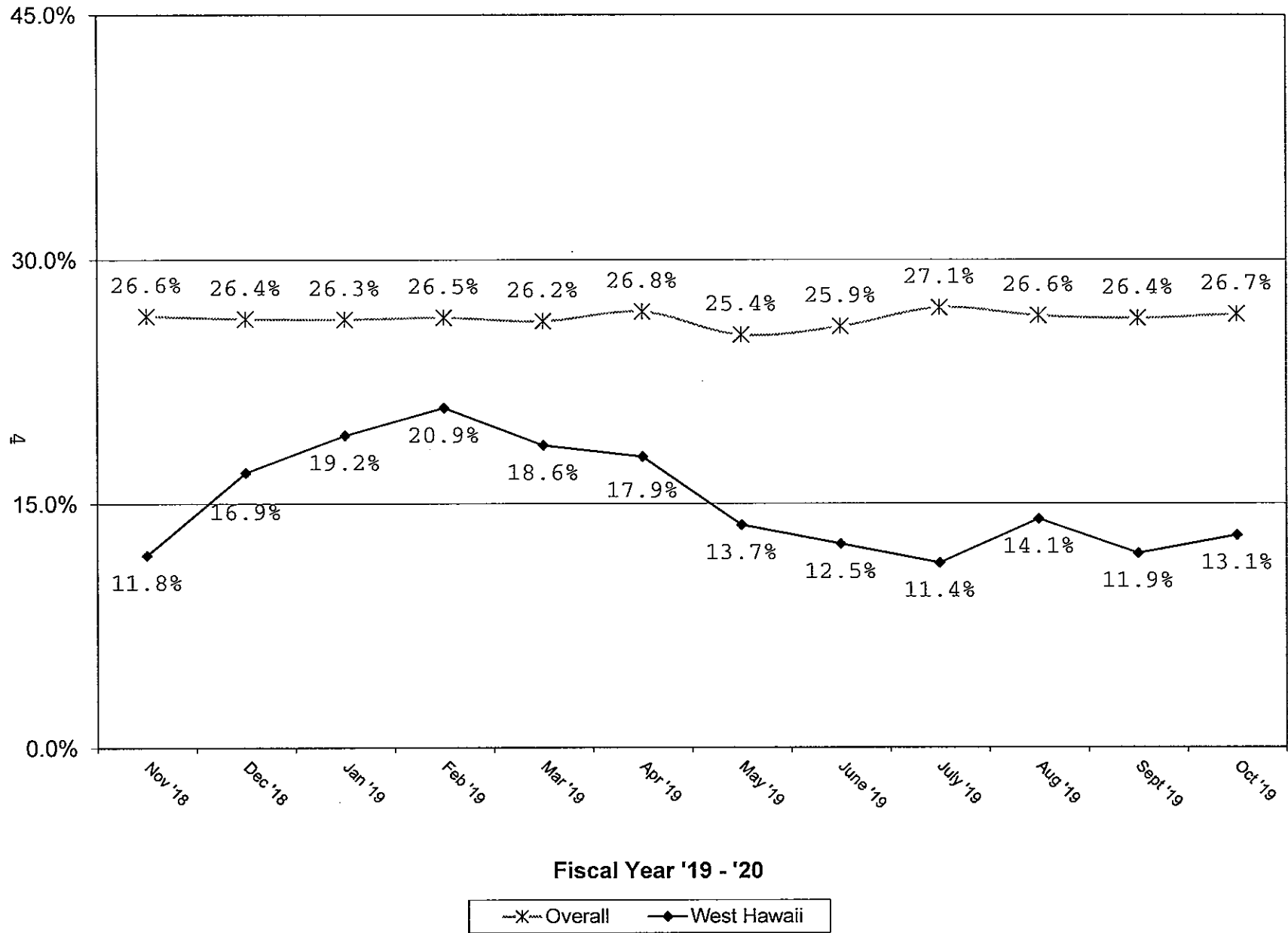
OAHU Direct Loans Delinquency Ratio Report



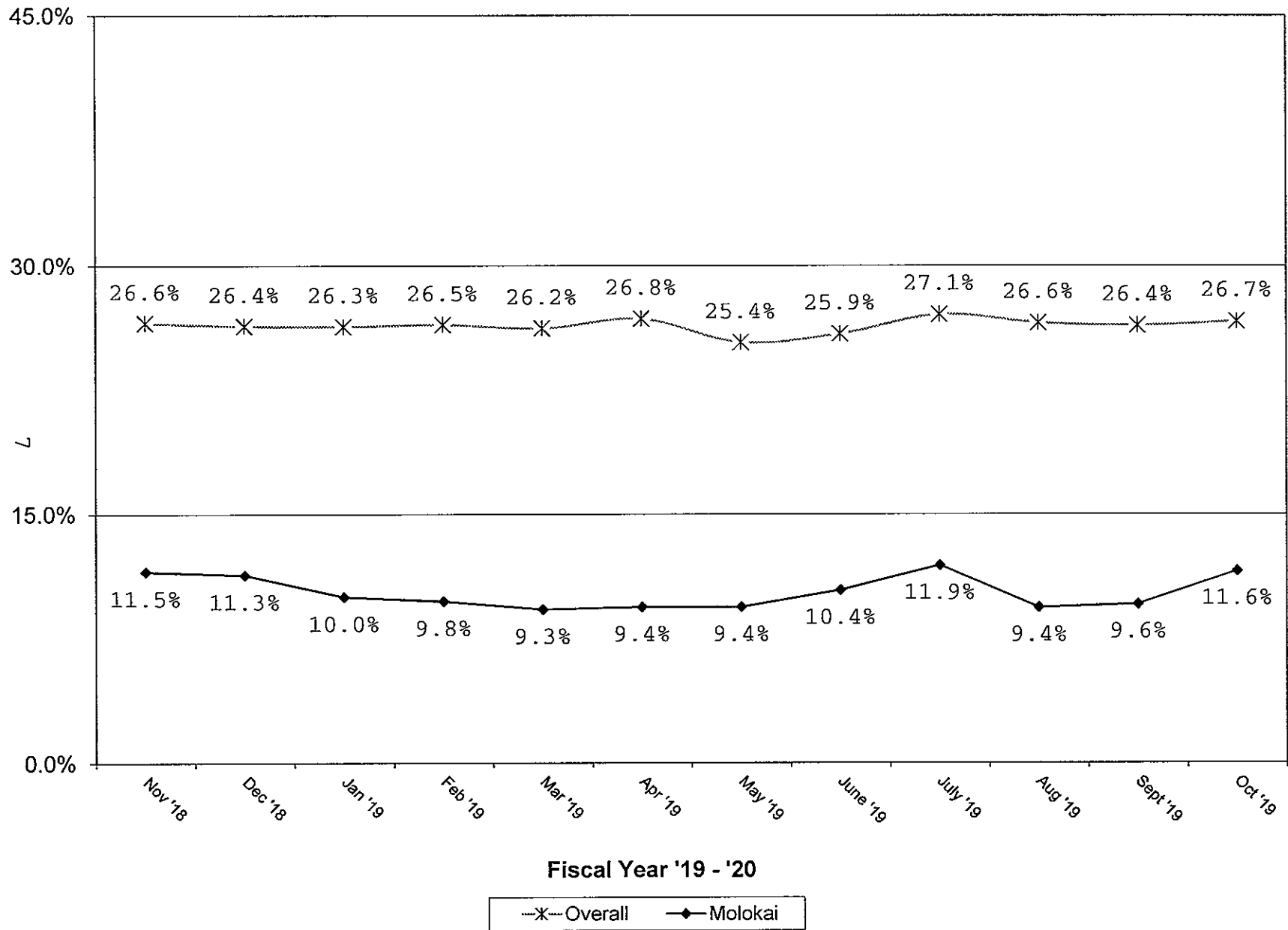
EAST HAWAII
Direct Loans
Delinquency Ratio Report



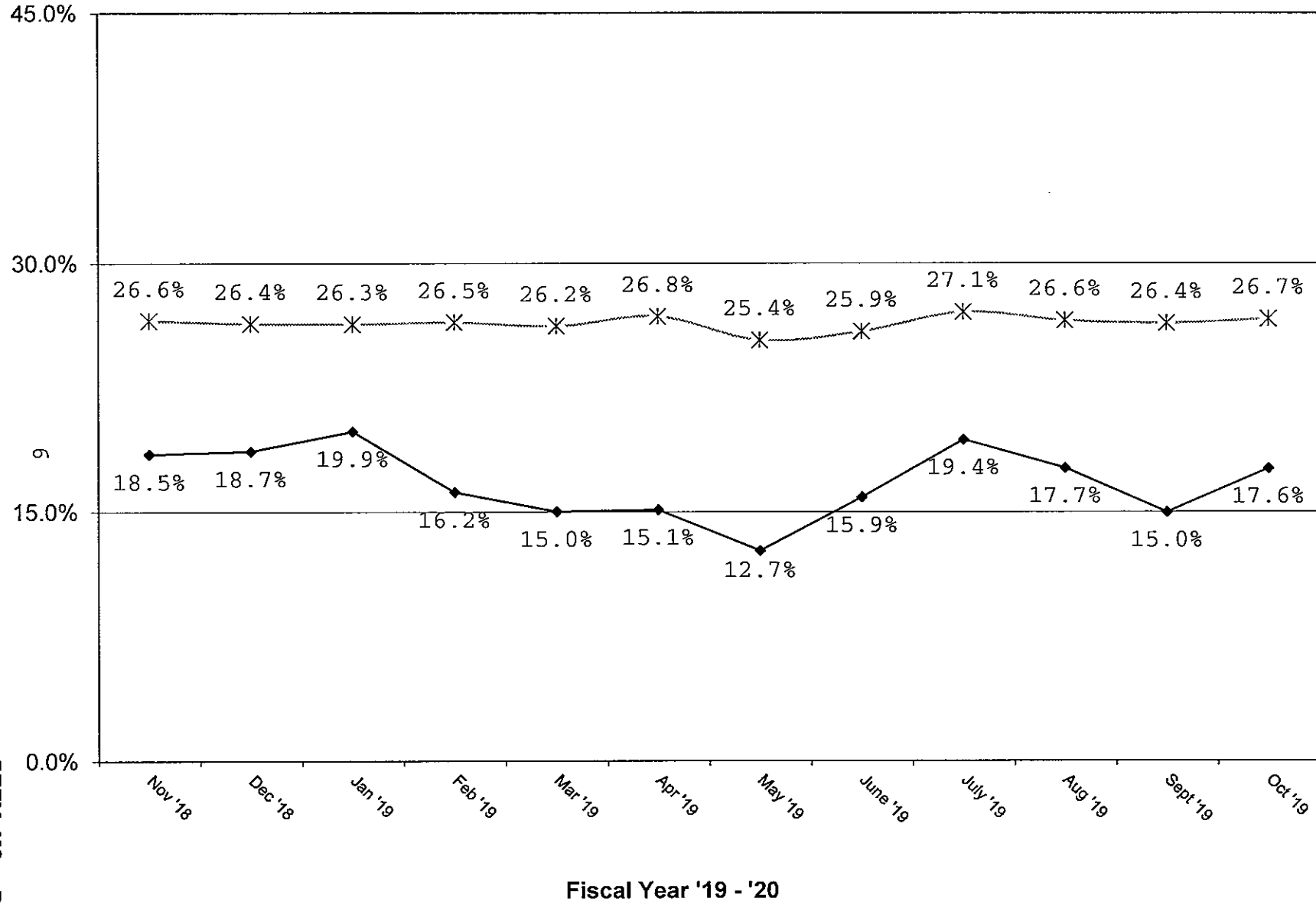
WEST HAWAII Direct Loans Delinquency Ratio Report



MOLOKAI Direct Loans Delinquency Ratio Report

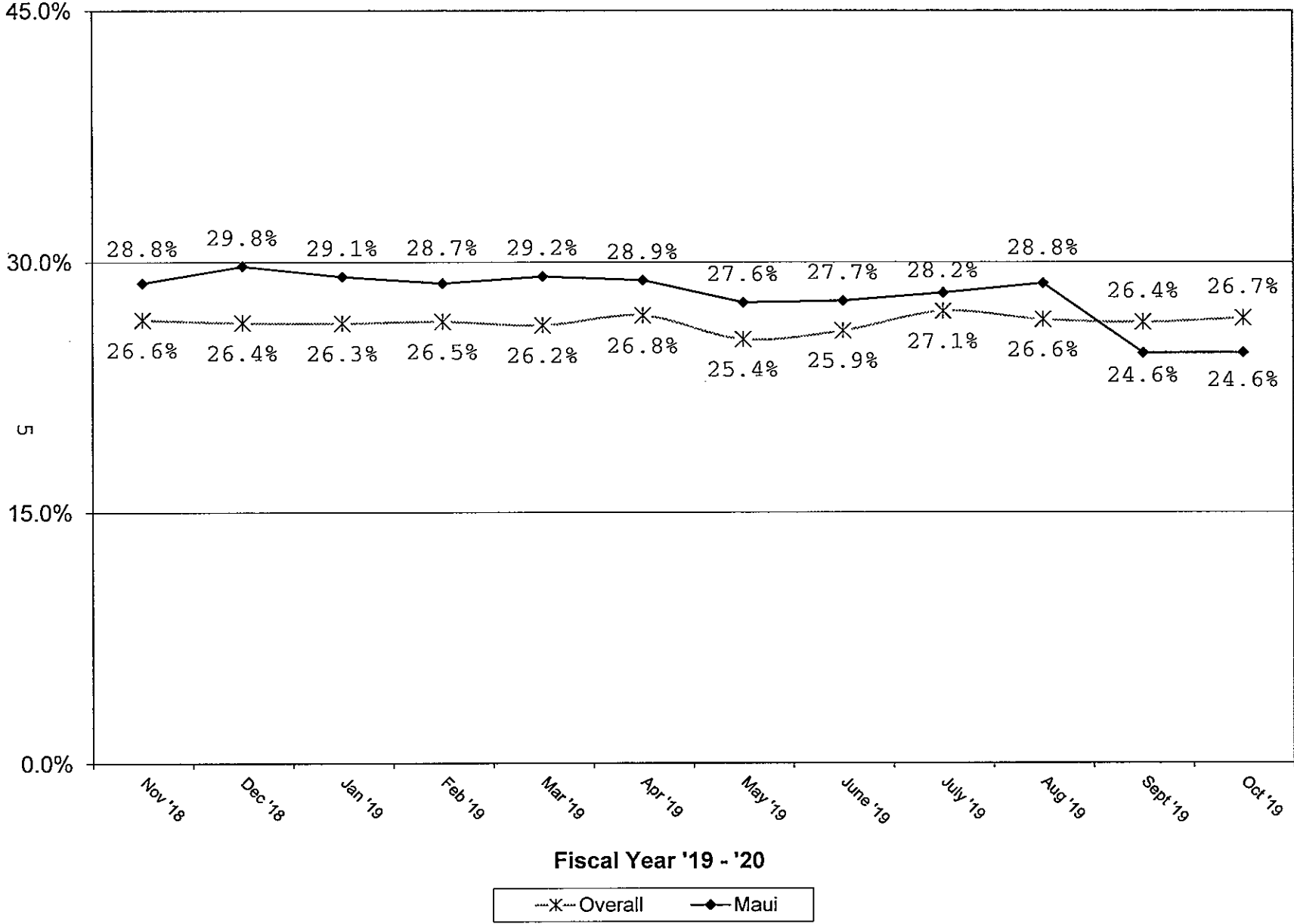


KAUAI Direct Loans Delinquency Ratio Report



---x--- Overall —◆— Kauai

MAUI
Direct Loans
Delinquency Ratio Report



STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator
Homestead Services Division

SUBJECT: **Approval of Consent to Mortgage**

RECOMMENDED MOTION/ACTION

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

DISCUSSION

<u>PROPERTY</u>	<u>LESSEE</u>	<u>LENDER</u>	<u>LOAN AMOUNT</u>
<u>OAHU</u>			
Kumuhau Lease No. 11235 TMK: 1-4-1-040:002	PEDRINA, Tracy Ann (Cash Out Refi) FHA	HomeStreet Bank	\$ 321,530
Kaupea Lease No. 11400 TMK: 1-9-1-139:090	WORTHINGTON, Kauwailani (Purchase) FHA	HomeStreet Bank	\$ 529,883
Kauluokahai Lease No. 12862 TMK: 1-9-1-017:110	GOUVEIA, Lena (Purchase) HUD 184A	HomeStreet Bank	\$ 325,000
Hoolimalima Lease No. 12802 TMK: 1-9-1-120:087	MILLER, Lucille U. (Purchase) USDA, RD	Guild Mortgage Co.	\$ 315,000

OAHU

Maluohai Lease No. 9861 TMK: 1-9-1-120:063	CHU-HING, Jacob M. (Purchase)FHA	Mid America Mortgage, Inc.	\$ 180,000
Nanakuli Lease No. 7362 TMK: 1-8-9-016:079	KEKUA, Lester P. (Cash Out Refi)FHA	Hightechlend ing Inc.	\$ 411,000
Kanehili Lease No. 11858 TMK: 1-9-1-152:113	FOX, Walter G., III (Cash Out Refi)HUD 184A	Bank of Hawaii	\$ 520,100
Kakaina Lease No. 11252 TMK: 1-4-1-041:017	HATORI, Alicia (1 Step Construction)FHA	HomeStreet Bank	\$ 360,525
Kauluokahai Lease No. 12865 TMK: 1-9-1-017:110	KAIWI, Alva (Purchase)FHA	Guild Mortgage Co.	\$ 342,395
Nanakuli Lease No. 4873 TMK: 1-8-9-011:012	LONO, Adam A. (Home Improvement)VA	Department of Veterans Affairs	\$ 230,000
Waimanalo Lease No. 3993 TMK: 1-4-1-030:046	AKIONA, Brandee K. M. (Cash Out Refi)HUD 184A	HomeStreet Bank	\$ 533,987
Princess Kahanu Estates Lease No. 8562 TMK: 1-8-7-033:032	CHOY, Avery K. (Cash Out Refi)HUD 184A	Homebridge Financial Services, Inc.	\$ 229,119
Waianae Lease No. 4622 TMK: 1-8-5-030:074	LENCHANKO, Robert L. M. (Cash Out Refi)FHA	Guild Mortgage Co.	\$ 310,000

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OAHU

Nanakuli Lease No. 8268 TMK: 1-8-9-015:022	MANUWA, Gilbert L. K. (Cash Out Refi) FHA	Hightechlend ing Inc.	\$ 255,000
Nanakuli Lease No. 2514Z TMK: 1-8-9-004:118	NAONE, Charla L.R. (Cash Out Refi) FHA	Cardinal Financial	\$ 197,220
Maluohai Lease No. 5513 TMK: 1-9-1-119:023	HATORI, Inez K. (Streamline) FHA	Hightechlend ing Inc.	\$ 337,000
Waimanalo Lease No. 4077A TMK: 1-4-1-031:110	RUIZ, Jayton L. (Cash Out Refi) HUD 184A	HomeStreet Bank	\$ 274,810
Princess Kahanu Estates Lease No. 8363 TMK: 1-8-7-043:006	NAEOLE, Robert A., IV (Cash Out Refi) FHA	Mann Mortgage LLC	\$ 339,000
Waimanalo Lease No. 3654 TMK: 1-4-1-029:035	KANE, Kevin N. (Home Improvement) VA	Department of Veterans Affairs	\$ 700,000

MAUI

Waiehu 4 Lease No. 12263 TMK: 2-3-2-026:022	KAILIEHU, William (Cash Out Refi) FHA	HomeStreet Bank	\$ 288,564
Waiohuli Lease No. 7696 TMK: 2-2-2-027:052	FRASER, Krista K. K. (1 Step Construction) FHA	HomeStreet Bank	\$ 343,200
Paukukalo Lease No. 5424 TMK: 2-3-3-006:036	KAHIHIKOLO, Tiffany K. (Cash Out Refi) FHA	Homebridge Financial Services, Inc.	\$ 134,940

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KAUAI

Piilani Mai Ke Kai Lease No. 11156 TMK: 4-4-8-022:049	OTA, Anne(1 Step Construction)FHA	HomeStreet Bank	\$ 343,500
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HAWAII

University Heights Lease No. 8991 TMK: 3-2-4-024:154	MILLER, Trixy P. J.(Cash Out Refi)FHA	HomeStreet Bank	\$ 249,470
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Kuhio Village Lease No. 2670 TMK: 3-6-4-007:048	CAZIMERO, Olinda(Cash Out Refi)FHA	HomeStreet Bank	\$ 285,450
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Waimea Lease No. 4193A TMK: 3-6-4-008:022	WILLS, Celeste E. (Permanent Take- Out)FHA	V.I.P. Mortgage Inc.	\$ 237,000
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Waiakea Lease No. 6826 TMK: 3-2-2-063:011	AHUNA, Dan K.(Cash Out Refi)HUD 184A	Homebridge Financial Services, Inc.	\$ 181,700
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Puukapu Lease No. 6913 TMK: 3-6-4-033:020	SHIMAOKA, Oliver C. I., III(Cash Out Refi)FHA	V.I.P. Mortgage Inc.	\$ 404,000
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Kuhio Village Lease No. 4900 TMK: 3-6-4-007:025	CHONG, Autumn T. U. (Purchase)USDA, RD	Mid America Mortgage, Inc.	\$ 167,000
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Kawaihae Lease No. 7238 TMK: 3-6-1-009:018	LEHANO, Eugene K. (Construction/Perma nent)USDA, RD	Mid America Mortgage, Inc.	\$ 405,000
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<u>RECAP</u>	<u>NO.</u>	<u>FHA</u> <u>AMOUNT</u>	<u>NO.</u>	<u>VA</u> <u>AMOUNT</u>	<u>NO.</u>	<u>USDA-RD</u> <u>AMOUNT</u>
FY Ending 6/30/19	295	\$ 85,765,099	15	\$5,863,695	17	\$6,019,088
Prior Months	76	\$ 23,033,477	7	\$2,541,000	1	\$ 320,000
This Month	19	5,869,677	2	930,000	3	887,000
Total FY '19-'20	95	\$ 28,903,154	9	\$3,471,000	4	\$1,207,000
HUD 184A						
FY Ending 6/30/19	81	\$25,107,592				
Prior Months	16	\$ 4,643,974				
This Month	6	2,064,716				
Total FY '19-'20	22	\$ 6,708,690				

ITEM NO. D-2

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 19, 2019

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator
Homestead Services Division

SUBJECT: **Approval of Refinance of Loans**

RECOMMENDED MOTION/ACTION

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

DISCUSSION

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

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

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

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>REFINANCING LOAN TERMS</u>
Hoapili, Sean L.	12680, Anahola	NTE \$209,000, @4.125% interest per annum, payment NTE \$1,094 monthly, repayable over 26 years.

Loan Purpose: Refinance HUD Buyback Loan no. 19603.
Original loan amount of \$216,254 at
4.125% per annum, \$1,049 monthly
payable over 30 years. A Contested
Case Hearing was held for this account
on June 13, 2019.

Namuo, Elizabeth K.	6601, Anahola	NTE \$150,500, @4.5% interest per annum, payment NTE \$804 monthly, repayable over 27 years.
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Loan Purpose: Refinance Contract of Loan no. 19520.
Original loan amount of \$151,328 at
4.5% per annum, \$808 monthly payable
over 27 years. A Contested Case
Hearing was not held for this account.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 19, 2019

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator (1)
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

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

DISCUSSION

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

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

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

<u>LESSEE</u>	<u>LEASE NO. & AREA</u>	<u>REFINANCING LOAN TERMS</u>
Naauao, Willette K.	11378, Kaupea	NTE \$255,000 @4.5% interest per annum, NTE \$1,293 monthly, repayable over 30 years.

Loan Purpose: Refinance Contract of Loan no. 18750.
Original loan amount of \$252,568 at
6.5% per annum, \$1,596 monthly,
repayable over 30 years. A Contested
Case Hearing was held on November 16,
2012, for this account.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean T. Oshiro, Acting HSD Administrator

FROM: Ross K. Kapeliela, Application Officer
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

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

DISCUSSION

1. Requests of Applicants to Transfer

HAWAII ISLANDWIDE AGRICULTURAL LEASE LIST

KEALAIKI, Wayne L.	02/05/2007	MOLOKAI	AGR	08/12/2019
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LANAI ISLANDWIDE RESIDENTIAL LEASE LIST

KAHULA, Dennis Aiona	10/22/2009	MAUI	RES	05/30/2019
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2. Deceased Applicants

NONE FOR SUBMITTAL

3. Awards of Leases

OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

KAUHANE, Dezrae L.J.N.	Assigned Residential Lease #250, Lot 10 in Nanakuli, Oahu dated 10/07/2019. Remove application dated 05/08/2007.
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HAWAII ISLANDWIDE RESIDENTIAL LEASE LIST

KEAKEALANI, Roberta K.	Assigned Residential Lease #9050, Lot 23-B in Puukapu, Hawaii dated 08/15/2019. Remove application dated 02/10/1998.
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4. Native Hawaiian Qualification

NONE FOR SUBMITTAL

5. Voluntary Cancellation

WAIMANALO AREA / OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

KAOHELAULII, Ronald K.	Cancel application dated 09/08/1972 at the request of applicant dated 10/12/2019.
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MAUI ISLANDWIDE AGRICULTURAL LEASE LIST

KAOHELAULII, Ronald K.	Cancel application dated 12/23/1986 at the request of applicant dated 10/12/2019.
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6. Successorship

NONE FOR SUBMITTAL

7. Additional Acreage

NONE FOR SUBMITTAL

8. HHC Adjustments

NONE FOR SUBMITTAL

Last Month's Transaction Total	53
Last Month's Cumulative FY 2019-2020 Transaction Total	209
Transfers from Island to Island	2
Deceased	0
Cancellations:	
Awards of Leases	2
NHQ	0
Voluntary Cancellations	2
Successorship	0
Additional Acreage	0
HHC Adjustments	0
This Month's Transaction Total	6
This Month's Cumulative FY 2019-2020 Transaction Total	215

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Dean T. Oshiro, Acting HSD Administrator
FROM: Ross K. Kapeliela, Applications Officer
Homestead Services Division
SUBJECT: **Reinstatement of Deferred Application -
NORMA G.K. NAWAA-TANELE**

RECOMMENDED MOTION/ACTION

To reinstate an application that was deferred due to the applicant not responding to two successive contacts as required by the department's administrative rules.

DISCUSSION

Section 10-3-10(b) of the *Hawaii Administrative Rules* states in part that "Whenever an applicant does not respond to any two successive requests from the department for updated information, the department shall place such applicant on a deferred status until such time as updated information is received."

The following applicant was deferred and has since contacted the department with updated information:

WAIMANALO AREA AND OAHU ISLANDWIDE RESIDENTIAL LEASE LIST

<u>APPLICANT</u>	<u>APPLICATION DATE</u>	<u>HHC ACTION TO DEFER</u>	<u>CONTACT DATE WITH DEPARTMENT</u>
Nawaa-Tanele, Norma G.K.	02/28/1968	04/27/1993	10/08/2019


Previous Cumulative Total for Current FY	0
Current Month's Total	1
Fiscal Year Total: July 2019-June 2020	1

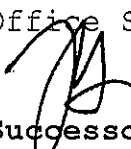
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator 
Homestead Services Division

FROM: Juan Garcia, Oahu District Office Supervisor 
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

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

*See attached list of Lessee.

Leasehold Interest:

Approved for November 2019	6
Previous FY 2019 - 2020	<u>21</u>
FY 2019- 2020 Total to Date	27
Approved for FY '18 - '19	92

Net Proceeds

Approved for November 2019	0
Previous FY 2019- 2020	<u>0</u>
FY 2019 - 2020 Total to Date	0
Approved for FY '18 - '19	1

LIST OF LESSEES WHO DESIGNATED SUCCESSORS TO THEIR
LEASEHOLD INTEREST AND DESIGNEE TO RECEIVE NET PROCEEDS
FOR MONTH OF NOVEMBER 2019

<u>Deceased Lessee</u>	<u>Designated Successor</u>
1. Herbert Hew Len Lot No.: 31 Area: Lualualei, Oahu Lease No. 5628	<u>PRIMARY:</u> Beatrice J. C. Hew Len, Wife <u>ALTERNATE: Tenants in Common</u> Denise K. M. K. Hew Len, Daughter, Herbert S. H. Hew Len, Son, & Duane K. K. Hew Len, Son* *Omit due to lack of genealogy documents to determine eligibility to successorship. <u>DESIGNEE TO RECEIVE NET</u> <u>PROCEEDS:</u> N/A
2. Wade A. Ishibashi, Sr. Lot No.: 102-A Area: Keaukaha, Hawaii Lease No. 10229	<u>PRIMARY:</u> Wade A. Ishibashi, Jr., Son <u>ALTERNATE: Tenants in Common</u> Dylen K. Ishibashi, Son Kirsten K. Ishibashi, Daughter Kristen A. Ishibashi, Daughter <u>DESIGNEE TO RECEIVE NET</u> <u>PROCEEDS:</u> Denise M. Ishibashi, Wife
3. Joseph M. Palimoo, Sr. Lot No.: 13763 Area: Hoolimalima, Oahu Lease No. 12761	<u>PRIMARY:</u> Danisha Glenister-Palimoo, Daughter <u>ALTERNATE:</u> N/A <u>DESIGNEE TO RECEIVE NET</u> <u>PROCEEDS:</u> N/A


4. George N. K. Pua
Lot No.: 188-B
Area: Panewa, Hawaii
Lease No. 5391
- PRIMARY:
Geola Cardoza, Daughter
- ALTERNATE:
N/A
- DESIGNEE TO RECEIVE NET
PROCEEDS:
N/A
5. George N. K. Pua
Lot No.: 126
Area: Makuu, Hawaii
Lease No. 6430
- PRIMARY:
Lopaka Pua, Son
- ALTERNATE:
Geola Cardoza, Daughter
- DESIGNEE TO RECEIVE NET
PROCEEDS:
N/A
6. Edward Walker
Lot No.: 14A, 14B & 14B
Area: Kamoku, Hawaii
Lease No. 3209
- PRIMARY: Joint Tenants
Mary Ann Walker, Wife
Edward W. Walker, Jr., Son
- ALTERNATE:
N/A
- DESIGNEE TO RECEIVE NET
PROCEEDS:
N/A


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting Administrator 
Homestead Services Division

FROM: Juan Garcia, Oahu District Office Supervisor 
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

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

DISCUSSION

Twenty-one (21) assignments of lease.

1. Lessee Name: George M. Aikala
Res. Lease No. 5943, Lot No. 19
Lease Date: 8/26/1993
Area: Waiehu Kou, Maui
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: George M. Aikala & Mary E. Aikala
Relationship: Lessee & Wife
Loan Assumption: No
Applicant: No

Reason for Transfer: "Adding relative to lease."

2. Lessee Name: Candace L. Bradley
Res. Lease No. 5551, Lot No. 2
Lease Date: 6/3/1985
Area: Lualualei, Oahu
Property Sold & Amount: Yes, \$61,900.00
Improvements: 4 bedrooms, 2 bath dwelling

Transferee Name: Charelle K. Lima-Po
Relationship: Daughter
Loan Assumption: No
Applicant: No

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

3. Lessee Name: Geraldine K. Casil
Res. Lease No. 8206, Lot No. 13
Lease Date: 12/1/1992
Area: Paukukalo, Maui
Property Sold & Amount: Yes, \$150,000.00
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Shayne K. Casil
Relationship: Son
Loan Assumption: No
Applicant: No

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

4. Lessee Name: Cheyenne L. M. A. Evans
Res. Lease No. 11965, Lot No. 17084
Lease Date: 10/31/2007
Area: Kaupea, Oahu
Property Sold & Amount: Yes, \$589,000.00
Improvements: 4 bedroom, 2-1/2 bath dwelling

Transferee Name: Lizelle K. Kealoha
Relationship: None
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 7/30/2009

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

5. Lessee Name: Memory S. U. Hanakeawe
Res. Lease No. 12017, Lot No. 16945
Lease Date: 4/9/2008
Area: Kaupea, Oahu
Property Sold & Amount: Yes, \$625,000.00
Improvements: 4 bedroom, 2-1/2 bath dwelling
- Transferee Name: Eric A. Soo
Relationship: None
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 1/8/2009
- Reason for Transfer: "Financial reasons." Special
Condition: Transferee to obtain funds to pay purchase
price. See simultaneous transfer below.
6. Lessee Name: Eric A. Soo
Res. Lease No. 12017, Lot No. 16945
Lease Date: 4/9/2008
Area: Kaupea, Oahu
Property Sold & Amount: Yes, \$625,000.00
Improvements: 4 bedroom, 2-1/2 bath dwelling
- Transferee Name: Allen E. K. K. Soo
Relationship: Son
Loan Assumption: No
Applicant: No
- Reason for Transfer: "Giving lease to relative." Special
Condition: Transferee to obtain funds to pay purchase
price.
7. Lessee Name: Rannell R. Hekekie
Res. Lease No. 3539, Lot No. 20-B
Lease Date: 9/25/1964
Area: Nanakuli, Oahu
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 1 bath dwelling
- Transferee Name: Christie K. Ramento
Relationship: Daughter
Loan Assumption: No
Applicant: No
- Reason for Transfer: "Giving lease to relative."

8. Lessee Name: Linda Kaauwai-Iwamoto
Res. Lease No. 6463, Lot No. 12
Lease Date: 6/30/1994
Area: Anahola, Kauai
Property Sold & Amount: Yes, \$52,789.72
Improvements: 2 bedroom, 2 bath dwelling
- Transferee Name: Darrah A. Iwamoto-Makanui
Relationship: Daughter
Loan Assumption: Yes
Applicant: No
- Reason for Transfer: "Giving lease to relative." Special
Condition: Transferee to obtain funds to pay purchase
price.
9. Lessee Name: Kaili K. Kamai
Res. Lease No. 12802, Lot No. 13771
Lease Date: 6/30/2017
Area: Hoolimalima, Oahu
Property Sold & Amount: Yes, \$375,000.00
Improvements: 3 bedroom, 2 bath dwelling
- Transferee Name: Lucille U. Miller
Relationship: None
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 10/4/2012
- Reason for Transfer: "Moving off island." Special
Condition: Transferee to obtain funds to pay purchase
price.
10. Lessee Name: Abraham K. Kapuakela
Res. Lease No. 2884, Lot No. 115 & 116
Lease Date: 5/13/1954
Area: Waimanalo, Oahu
Property Sold & Amount: No, N/A
Improvements: 4 bedroom , 1-1/2 bath dwelling
- Transferee Name: Barbara L. Kapuakela
Relationship: Sister
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 7/13/2015
- Reason for Transfer: "Financial reasons."

11. Lessee Name: Kauionalani P. A. Maukele
Res. Lease No. 2817, Lot No. 79A
Lease Date: 9/23/1953
Area: Waimanalo, Oahu
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Kauionalani P. A. Maukele & Holly Pagan
Relationship: Lessee & Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Adding relative to lease." See simultaneous transfer below.

12. Lessee Name: Holly N. Pagan
Res. Lease No. 2817, Lot No. 79A
Lease Date: 9/23/1953
Area: Waimanalo, Oahu
Property Sold & Amount: No, N/A
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Holly N. Pagan & Jason Pagan
Relationship: Lessee & Husband
Loan Assumption: No
Applicant: No

Reason for Transfer: "Adding relative to lease."

13. Lessee Name: Quincy A. Nahalea, Jr.
Res. Lease No. 8357, Lot No. 66
Lease Date: 11/1/1995
Area: PKE, Oahu
Property Sold & Amount: Yes, \$350,000.00
Improvements: 2 bedroom, 1-1/2 bath dwelling

Transferee Name: Julia M. L. Valdez
Relationship: None
Loan Assumption: No
Applicant: No

Reason for Transfer: "Financial reasons." Special Condition: Transferee to obtain funds to pay purchase price.

14. Lessee Name: Anson E. Pakaki
Res. Lease No. 10124, Lot No. 96
Lease Date: 11/15/2004
Area: Waiohuli, Maui
Property Sold & Amount: Yes, \$395,000.00
Improvements: 3 bedroom, 2 bath dwelling
- Transferee Name: Lucille H. Kaea
Relationship: None
Loan Assumption: No
Applicant: Yes, Maui IW Res., 9/25/1998
- Reason for Transfer: "Divorce Decree." Special Condition:
Transferee to obtain funds to pay purchase price. See
simultaneous transfer below.
15. Lessee Name: Lucille H. Kaea
Res. Lease No. 10124, Lot No. 96
Lease Date: 11/15/2004
Area: Waiohuli, Maui
Property Sold & Amount: Yes, \$395,000.00
Improvements: 3 bedroom, 2 bath dwelling
- Transferee Name: Ronald J. K. Kaea-Medley
Relationship: Grandson
Loan Assumption: No
Applicant: No
- Reason for Transfer: "Giving lease to relative." Special
Condition: Transferee to obtain funds to pay purchase
price.
16. Lessee Name: Boyd C. K. Punua
Res. Lease No. 11400, Lot No. 17169
Lease Date: 4/18/2007
Area: Kaupea, Oahu
Property Sold & Amount: Yes, \$615,000.00
Improvements: 4 bedroom, 2-1/2 bath dwelling
- Transferee Name: Kauwailani K. Worthington
Relationship: None
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 12/30/2015
- Reason for Transfer: "Moving off island." Special
Condition: Transferee to obtain funds to pay purchase
price.

17. Lessee Name: Michael Anthony M. Raspotnik
Res. Lease No. 4645, Lot No. 141
Lease Date: 2/8/1978
Area: Waianae, Oahu
Property Sold & Amount: Yes, \$119,700.00
Improvements: 3 bedroom, 2 bath dwelling

Transferee Name: Ikaika J. Raspotnik
Relationship: Son
Loan Assumption: No
Applicant: Yes, Oahu IW Res., 12/13/2012

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

18. Lessee Name: Lillian L. Whitney
Res. Lease No. 1370, Lot No. 152
Lease Date: 12/11/1933
Area: Keaukaha, Hawaii
Property Sold & Amount: No, N/A
Improvements: 4 bedrooms, 2 bath dwelling

Transferee Name: Ioane K. Kua
Relationship: Grandson
Loan Assumption: No
Applicant: Yes, Hawaii IW Res., 8/16/2010

Reason for Transfer: "Giving lease to relative."

19. Lessee Name: Shirleen M. De Veas
Res. Lease No. 11862, Lot No. UNDV319
Lease Date: 12/2/2006
Area: Kapolei, Oahu
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Emmaleen K. L. Balacua
Relationship: Daughter
Loan Assumption: No
Applicant: No

Reason for Transfer: "Giving lease to relative."

20. Lessee Name: Wendy I. Kaniaupio-Crespo
Res. Lease No. 11745, Lot No. UNDV202
Lease Date: 12/2/2006
Area: Kapolei, Oahu
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Justin M. Kaniaupio Crespo
Relationship: Son
Loan Assumption: No
Applicant: No
Reason for Transfer: "Giving lease to relative."

21. Lessee Name: Winona A. Medley
Res. Lease No. 10539, Lot No. UNDV242
Lease Date: 6/18/2005
Area: Waiohuli, Maui
Property Sold & Amount: No, N/A
Improvements: None

Transferee Name: Danielle A. H. Cadiz
Relationship: Daughter
Loan Assumption: No
Applicant: No
Reason for Transfer: "Giving lease to relative."

Assignments for the Month of November `20	21
Previous FY '19 - '20 balance	<u>62</u>
FY '19 - '20 total to date	83
Assignments for FY '18 - '19	259

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission
THROUGH: Dean Oshiro, Acting HSD Administrator
FROM: Juan Garcia, Oahu District Office Supervisor
Homestead Services Division
SUBJECT: **Approval of Amendment of Leasehold Interest**

RECOMMENDED MOTION/ACTION

To approve the amendment of the leasehold interest listed below.

DISCUSSION

Ten (10) amendments of lease.

1. Lessee: Laura L. Niihau & Carol H. Anamizu
Agr. Lease No.: 3018-Z
Lot No., Area, Island: 2, Hoolehua, Molokai
Amendment: To amend the lease to update the property description, to incorporate the currently used terms, conditions, and covenants to the lease, and to amend the tenancy to tenants in common.
2. Lessee: Carol P. Kaleiwahea & Malia Charman
Res. Lease No.: 8592
Lot No., Area, Island: 3, Nanakuli, Oahu
Amendment: To amend the tenancy to tenant in severalty, due to the death of joint tenant.

3. Lessee: Isaac K. Kalua, III
Res. Lease No.: 11213
Lot No., Area, Island: 4, Kakaina, Oahu
Amendment: To update the property description.
4. Lessee: Abraham K. Kapuakela
Res. Lease No.: 2884
Lot No., Area, Island: 115 & 116, Waimanalo, Oahu
Amendment: To amend the lease title and Lessor's name, to update the property description, and to incorporate the currently used terms, conditions, and covenants to the lease.
5. Lessee: Sarah K. Kawailima
Res. Lease No.: 11859
Lot No., Area, Island: UNDV, Kapolei, Oahu
Amendment: To amend the commencement date, property description, and lot number due to final subdivision approval.
6. Lessee: James Keiki, III
Res. Lease No.: 3204
Lot No., Area, Island: 26, Kewalo, Oahu
Amendment: To amend the lease title and Lessor's name, to incorporate the currently used terms, covenants and conditions in the lease, to extend the lease term to an aggregate term of 199 years, and to amend the tenancy, to tenant in severalty, due to the death of a joint tenant.
7. Lessee: Bernadette K. Park
Res. Lease No.: 11223
Lot No., Area, Island: 43, Kakaina, Oahu
Amendment: To update the property description.

8. Lessee: George N. K. Pua
 Agr. Lease No.: 5391
 Lot No., Area, Island: 188-B, Panaewa, Hawaii
 Amendment: To amend the lease number and
 property description due to final
 subdivision.

9. Lessee: Jeremiel K. Spencer
 Res. Lease No.: 7364
 Lot No., Area, Island: 138, Nanakuli, Oahu
 Amendment: To amend the lease to update the
 property description and lot
 number.

10. Lessee: Edward W. Walker, Sr.
 Pas. Lease No.: 3209
 Lot No., Area, Island: 14-A, 14-B & 14B, Kamoku, Hawaii
 Amendment: To amend the lease title and
 Lessor's name, to update the
 property description, to
 incorporate the currently used
 terms, conditions, and covenants to
 the lease, and to extend the lease
 term to an aggregate term of 199
 years.

Amendments for the Month of November '19	10
Previous FY '19 - '20 balance	<u>32</u>
FY '19 - '20 total to date	42
 Amendments for FY '18 - '19	 155

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

THROUGH: Dean Oshiro, Acting HSD Administrator

FROM: Juan Garcia, Oahu District Office Supervisor
Homestead Services Division

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

RECOMMENDED MOTION/ACTION

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

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

DISCUSSION

Eight (8) non-exclusive licenses.

1. Lessee: Frederick P. Cordeiro and Lorna Cordeiro
Res. Lease No.: 11753
Lot No., Area, Island: 18533, Kanehili, Oahu
Permittee: Sunrun Installation Services, Inc.
2. Lessee: Dawn K. Fabrao
Res. Lease No.: 9820
Lot No., Area, Island: 13695, Maluohai, Oahu
Permittee: Sunnova Energy Corporation
3. Lessee: Kevin H. Kaahanui
Agr. Lease No.: 6027
Lot No., Area, Island: 172-A-1, Hoolehua, Molokai
Permittee: Neighborhood Power Corporation

ITEM NO. D-10

4. Lessee: Ronald J. K. Kaea-Medley
Res. Lease No.: 10124
Lot No., Area, Island: 96, Waiohuli, Maui
Permittee: Sunrun Installation Services, Inc.
5. Lessee: Donald M. N. Kalehuawehe, Jr.
Res. Lease No.: 12262
Lot No., Area, Island: 22, Waiehu 4, Maui
Permittee: Sunrun Installation Services, Inc.
6. Lessee: Allen E. K. K. Soo
Res. Lease No.: 12017
Lot No., Area, Island: 16945, Kaupea, Oahu
Permittee: Vivint Solar Developer, LLC
7. Lessee: Jeanah N. Ventura
Agr. Lease No.: 5096
Lot No., Area, Island: 55-B, Panaewa, Hawaii
Permittee: Sunrun Installation Services, Inc.
8. Lessee: Kauwailani K. Worthington
Res. Lease No.: 11400
Lot No., Area, Island: 17169, Kaupea, Oahu
Permittee: Sunrun Installation Services, Inc.


Non-Exclusive License for November '19	8
Previous FY '19 - '20 balance	<u>15</u>
FY '19 - '20 total to date	23
Non-Exclusive License for FY '18 - '19	83

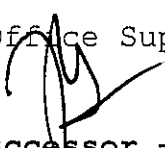
STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator 

THRU: Juan Garcia, Oahu District Office Supervisor
Homestead Services Division 

SUBJECT: **Commission Designation of Successor - CAROLINE K. K. PONCE, Residential Lease No. 11436, Lot No. 17143, Kaupea, Oahu**

RECOMMENDED MOTION/ACTION

To approve the designation of Ernette K. Kos (Ernette), as successor to Residential Lease No. 11436, Lot No. 17143, Kaupea, Oahu (Lease), for the remaining term of the Lease.

DISCUSSION

Caroline K. K. Ponce (Decedent) was awarded the Lease commencing on October 12, 2007.

On January 22, 2019, the Decedent passed away without naming a successor to his lease.

In compliance with the Administrative Rule 10-3-63, the Department published legal ads in the Honolulu Star Advertiser, the Hawaii Tribune Herald, the West Hawaii Today, The Maui News, and The Garden Island newspapers on June 2, 12, 16, and 26, 2019, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claim to the Lease.

The Department received a successorship claim from the Decedent's daughter, Ernette, who have been determined to be at least 25% Hawaiian ancestry and eligible for successorship to the Lease.

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

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

Improvements to the homestead lot consist of a 4 bedroom and 3 bath, single family dwelling, which was constructed in 2006.

There is an outstanding mortgage with HomeStreet Bank dated August 19, 2015, with an original loan amount of \$269,778. Ernette is aware of the outstanding loan and have agreed to accept the loan obligation should she be designated as successor.

The lease rent account reports a credit balance of \$86.00 and the real property tax is current.


The Department requests approval of its recommendation.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator 

THRU: Juan Garcia, Oahu District Office Supervisor
Homestead Services Division

SUBJECT: **Commission Designation of Successor - HENRY K.
KEOHUHU, Lease No. 7961, Lot No. 93, Nanakuli, Oahu**

RECOMMENDED MOTION/ACTION

To approve the designation of Ethylene Kuuleiawapuhiokalani Rivera (Ethylene) and Hank Kalawaia Keohuhu (Hank), as successors to Residential Lease No. 7961, Lot No. 93, Nanakuli, Oahu, for the remaining term of the lease, subject to payment to the Department of Hawaiian Home Lands (DHHL) within 90 days from the completion of the lease successorship document for the unpaid balance owing on the DHHL Contract of Loan No. 18409.

DISCUSSION

Henry K. Keohuhu (Decedent) was awarded the Lease commencing on February 1, 1989.

On August 8, 2008, the Decedent designated his wife, Edna W. Keohuhu as successor to the Lease. However, she passed away on January 16, 2017, and the Department did not receive her death certificate until October 18, 2018.

On August 24, 2018, the Decedent passed away and the Department received his death certificate on October 18, 2018.

In compliance with the Administrative Rule 10-3-63, the department published legal ads in the Honolulu Star Advertiser, The Garden Island Newspaper, the Hawaii Tribune Herald, the West Hawaii Today, and The Maui News on December 2, 12, 16, and 26, 2018, to notify all interested, eligible and

qualified heirs of the Decedent, to submit their successorship claim to the Lease.

The Department received successorship claims from the Decedent's daughter, Ethylene, and son, Hank, who have been determined to be 81% Hawaiian ancestry and are eligible for successorship to the Decedent's lease as tenants-in-common.

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

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

Based on the Act, Ethylene and Hank have the same priority to succeed to the leasehold interest and both have agreed to be designated as tenant-in-common co-successors.

Improvements to the homestead lot consist of a 3 bedroom and 2 bath, single family dwelling, which was constructed in 1953.

There is an outstanding DHHL Contract of Loan No. 18409 in the amount of approximately \$13,121.

The lease rent account reports a past due amount of \$15.00 and the real property taxes are delinquent in the amount of approximately \$1,519.

The Department requests approval of its recommendation.

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18, 2019

TO: Chairman and Members, Hawaiian Homes Commission

FROM: Dean Oshiro, Acting HSD Administrator

THRU: Juan Garcia, Oahu District Office Supervisor
Homestead Services Division

SUBJECT: **Commission Designation of Successor - JAMES K. GIFFARD JR., Lease No. 8587, Lot No. 8, Nanakuli, Oahu**

RECOMMENDED MOTION/ACTION

To approve the designation of Kathleen Kehaulani Giffard (Kathleen), as successors to Residential Lease No. 8587, Lot No.8, Nanakuli, Oahu, for the remaining term of the lease.

DISCUSSION

James K. Giffard, Jr. (Decedent), received the Lease by way of a Transfer Through Successorship on March 22, 2016.

On November 17, 2018, the Decedent, passed away without having designated a successor.

In compliance with the Administrative Rule 10-3-63, the department published legal ads in the Honolulu Star Advertiser, The Garden Island Newspaper, the Hawaii Tribune Herald, the West Hawaii Today, and The Maui News on June 2, 12, 16, and 26, 2019, to notify all interested, eligible and qualified heirs of the Decedent, to submit their successorship claim to the Lease.

The Department received a successorship claim from the Decedent's daughter, Shannon Giffard-Sueoka (Shannon), who has been determined to be 40% Hawaiian ancestry and eligible for successorship to the Lease. However, on October 1, 2019, Shannon rescinded her successorship claim.

The Department also received successorship claims from the Decedent's sister, Kathleen, who has been determined to be at least 81% Hawaiian ancestry, and from the decedent's father, James Giffard (James), who has been determined to be at least 62% Hawaiian ancestry. Both are eligible for successorship to the Lease.

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

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

Based on the Act, Kathleen has priority to succeed to the leasehold interest.

Improvements to the homestead lot consist of a 4 bedroom and 2 bath, single family dwelling, which was constructed in 1996.

There is an outstanding mortgage loan with HomeStreet Bank dated June 18, 2003, with an original loan amount of \$111,787.00. Kathleen is aware of the outstanding loan and has agreed to accept the loan obligation should she be designated as successor.

The lease rent account reports a credit of \$73.00 and the real property tax is current.

The Department requests approval of its recommendation.

**HAWAIIAN HOMES COMMISSION
NOVEMBER 18 & 19, 2019
KULA, MAUI**

**E – ITEMS
LAND DEVELOPMENT DIVISION**



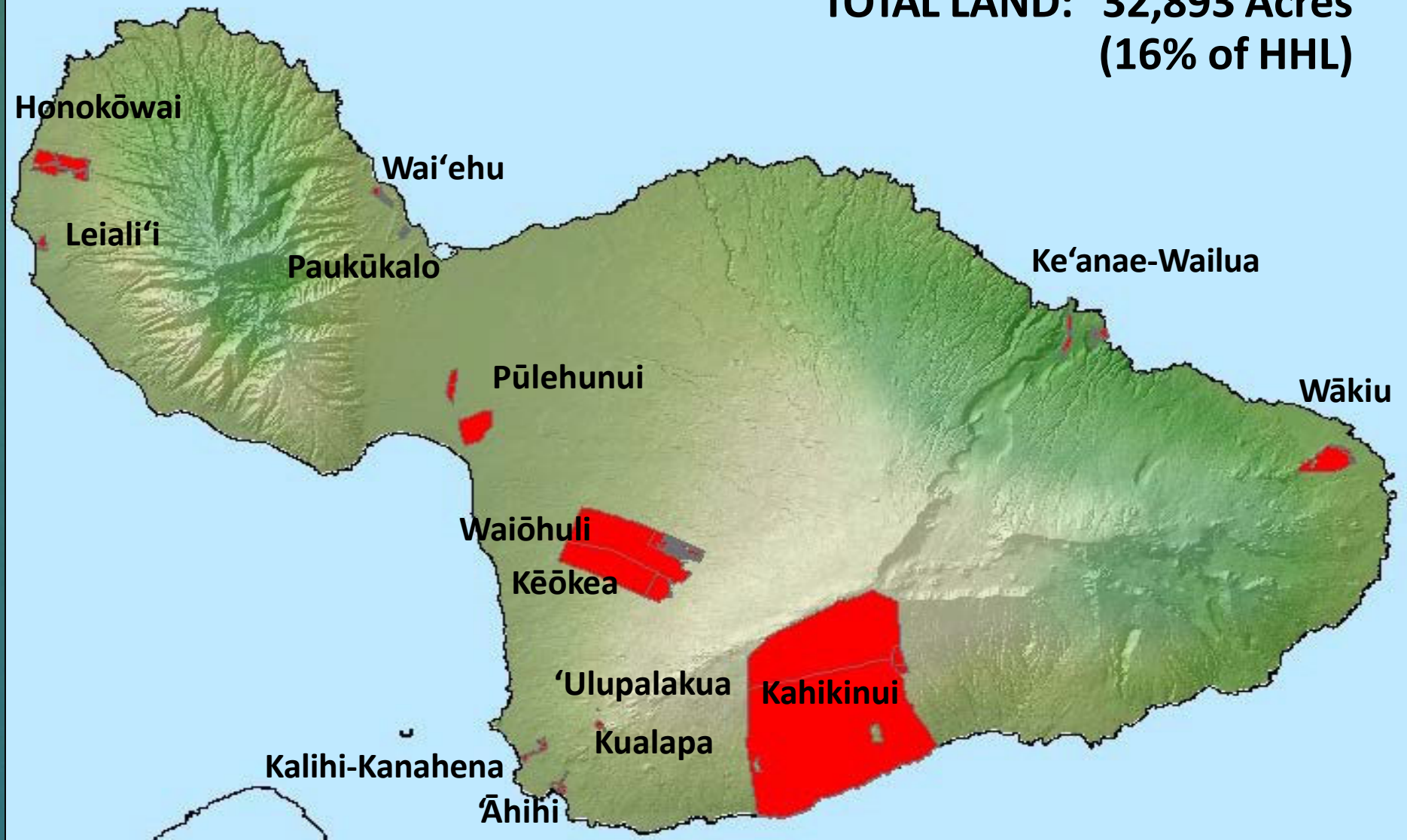
HAWAIIAN HOME LANDS
HAWAIIAN HOMES COMMISSION
DEPARTMENT OF HAWAIIAN HOME LANDS

Land Development Division Maui Island Project Updates

**Item E-1 Workshop
November 18, 2019**

Maui na Hono A'o Pi'ilani

**TOTAL LAND: 32,893 Acres
(16% of HHL)**



Act 47, Session Laws of Hawaii, 2017
As Amended by Act 53, Session Laws of Hawaii, 2018
\$24.2 M Capital Improvement Program for Maui

- Keokea-Waiohuli Phase 2
\$1,000,000 for Design and Construction
- Keokea Offsite Water
\$2,000,000 for Design and Construction
- Kula Drainage and Roadway Safety
\$1,200,000 for Design and Construction
- Archaeological Preservation Improvements
\$1,000,000 for Design and Construction
- Pulehunui Wastewater Infrastructure
\$17,500,000 for Plans, Design and Construction
- Leialii Parkway and Highway Improvements
\$1,400,000 for Design and Construction

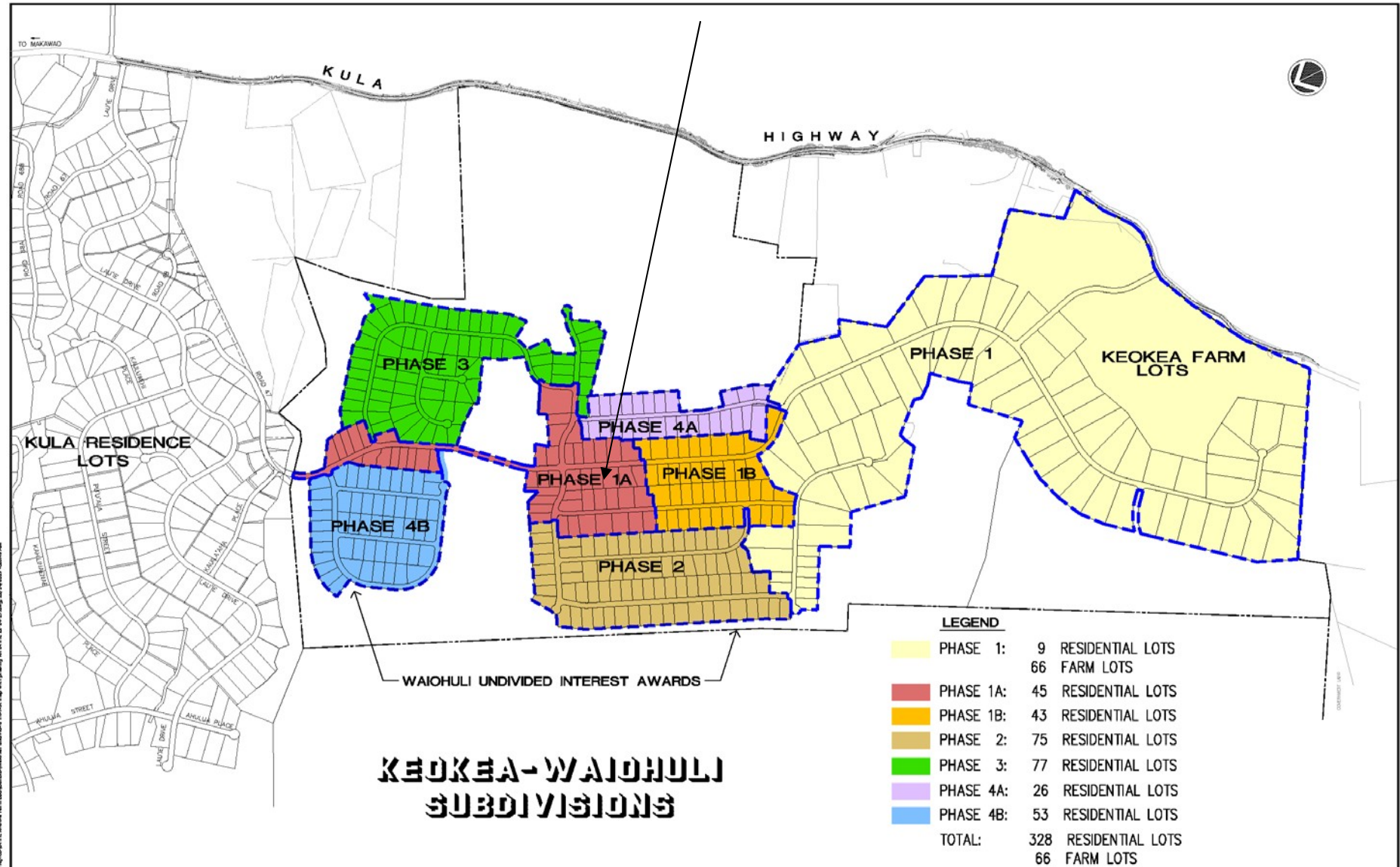
Act 53, Session Laws of Hawaii, 2018
\$6.68M Capital Improvement Program for Maui

- Keokea-Waiohuli Phase 2
\$5,480,000 for Design and Construction
- Kula Residence Lots Drainage and Roadway Safety
\$1,200,000 for Design and Construction

Act 40, Session Laws of Hawaii, 2019

- Lump Sum Lot Development, Statewide
\$20,000,000 for Design and Construction
(\$12,500,000 for Keokea-Waiohuli Ph. 2)
- Lump Sum Repair and Maintenance Infrastructure,
Statewide
\$5,000,000 for Design and Construction
- Lump Sum Land Acquisition, Oahu
\$1,000,000

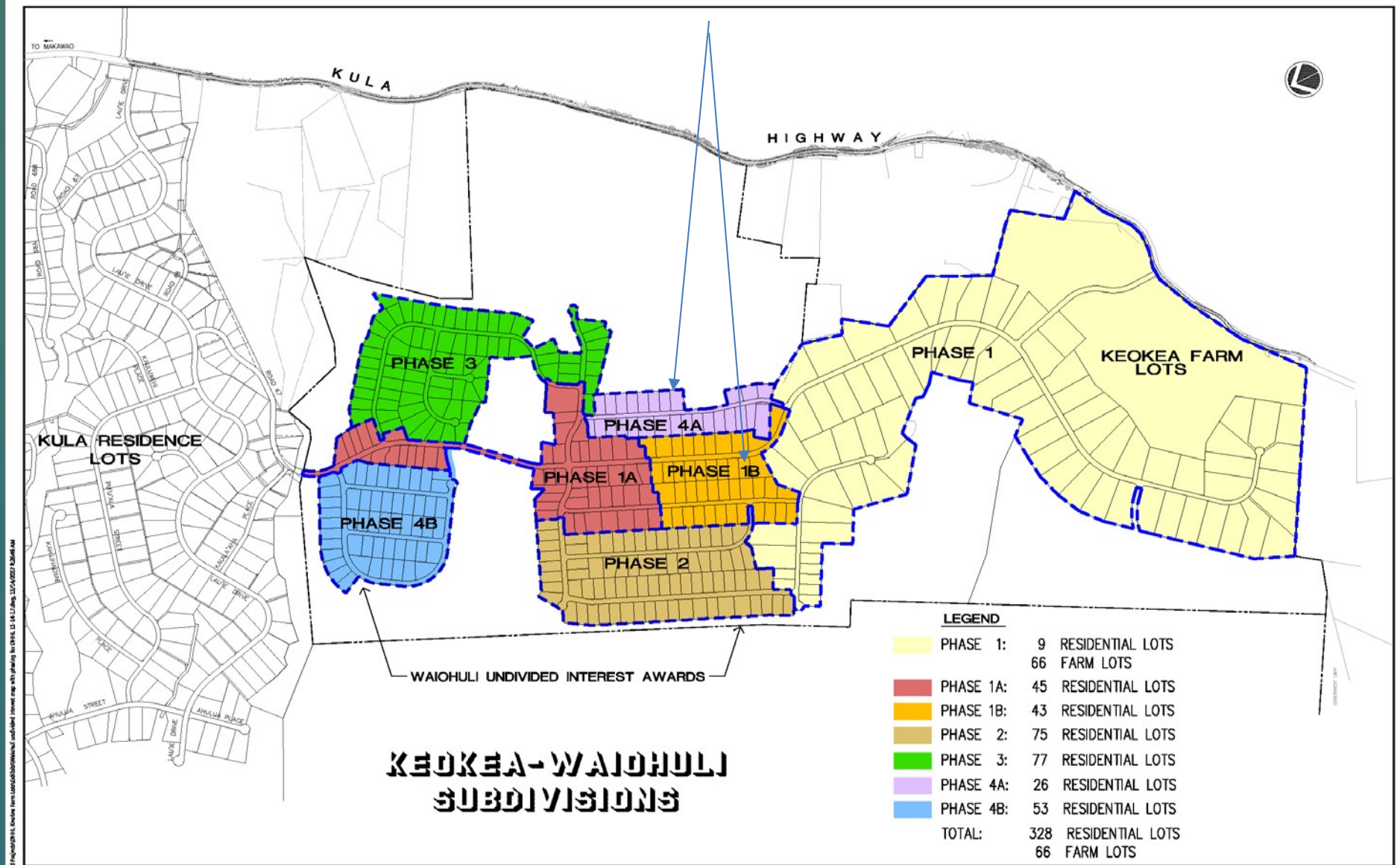
KEOKEA-WAIOHULI DEVELOPMENT PHASE 1A 45 LOTS



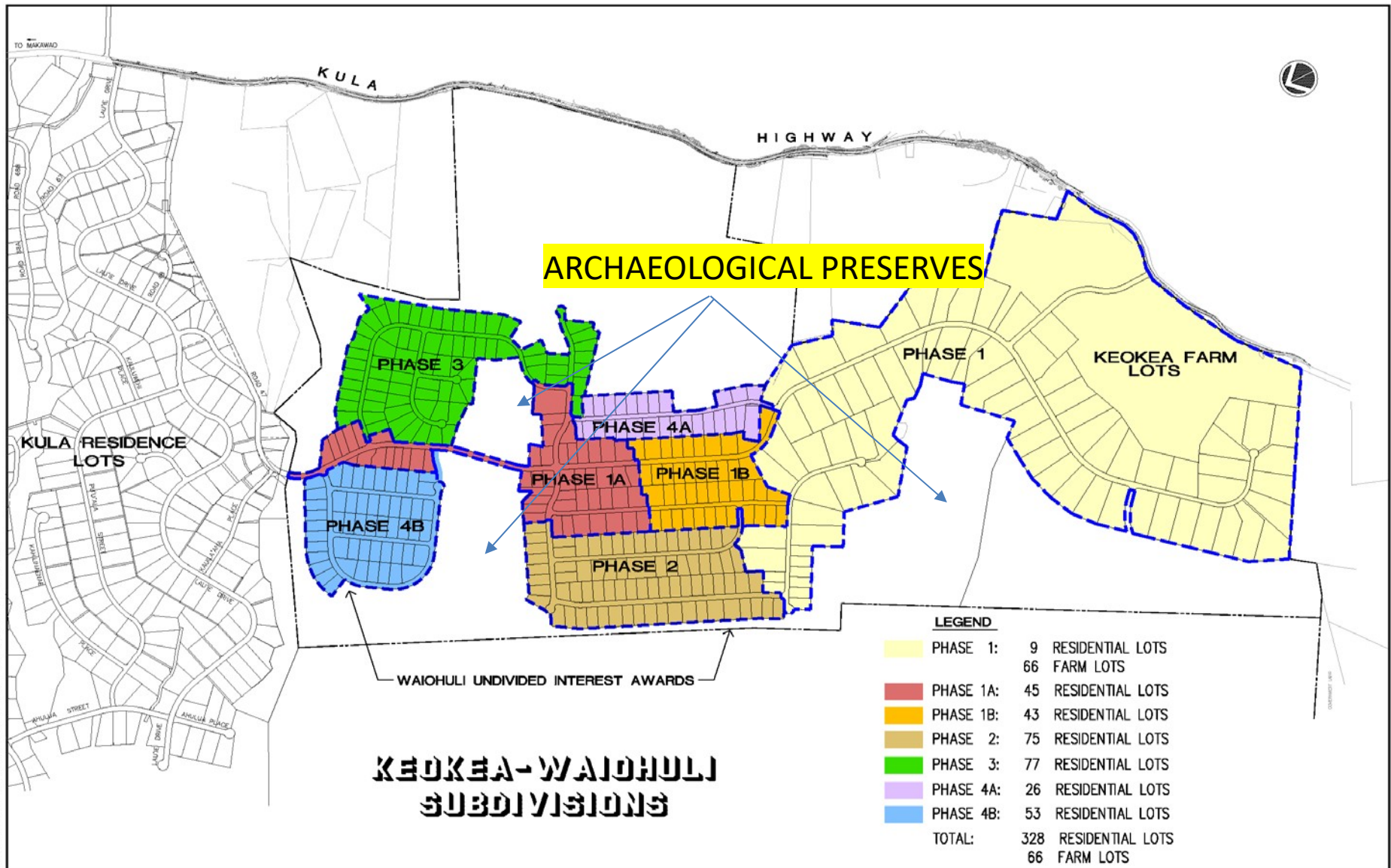
KEOKEA-WAIOHULI DEVELOPMENT

PHASE 1B 43 LOTS

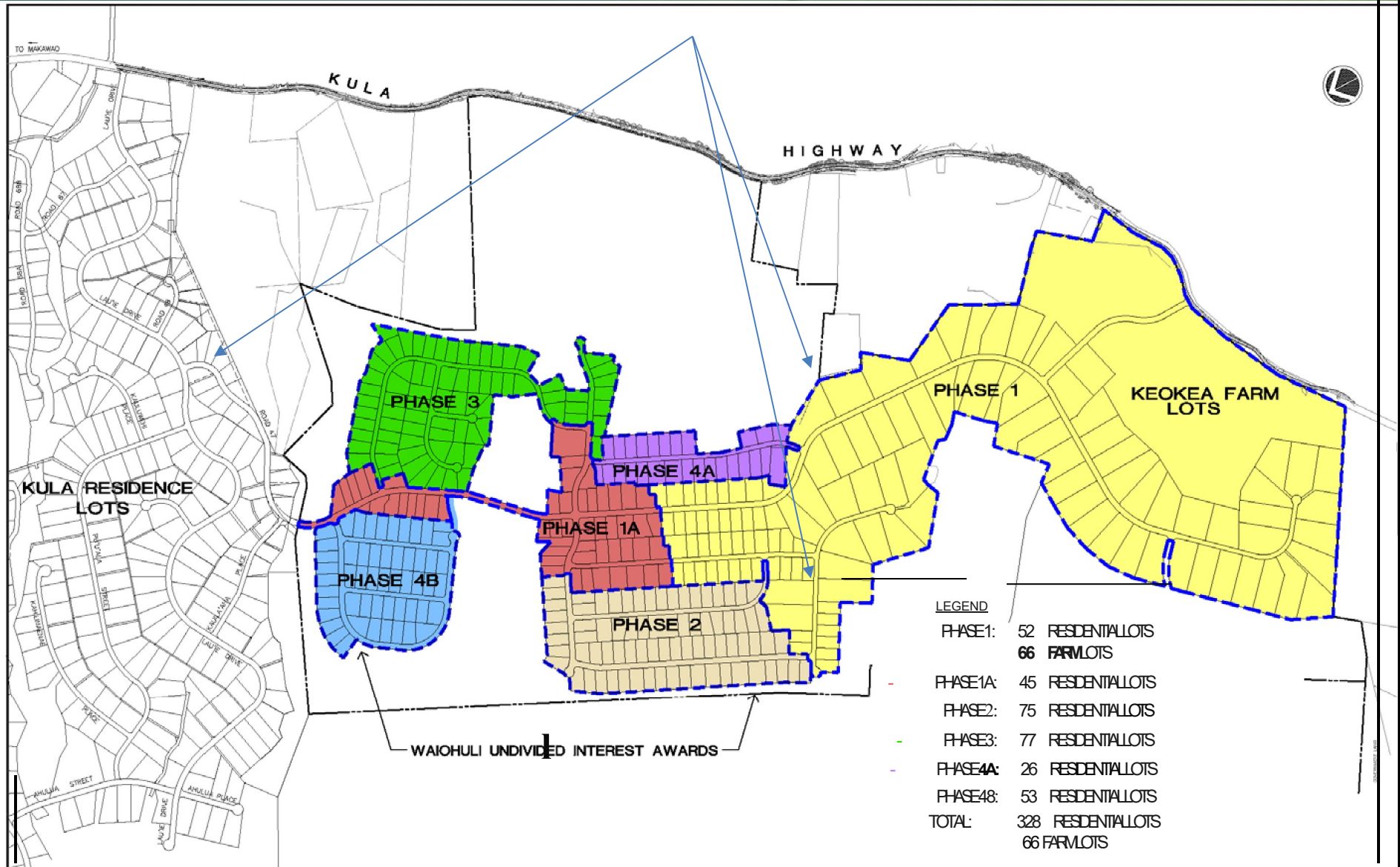
PHASE 2A 23 LOTS



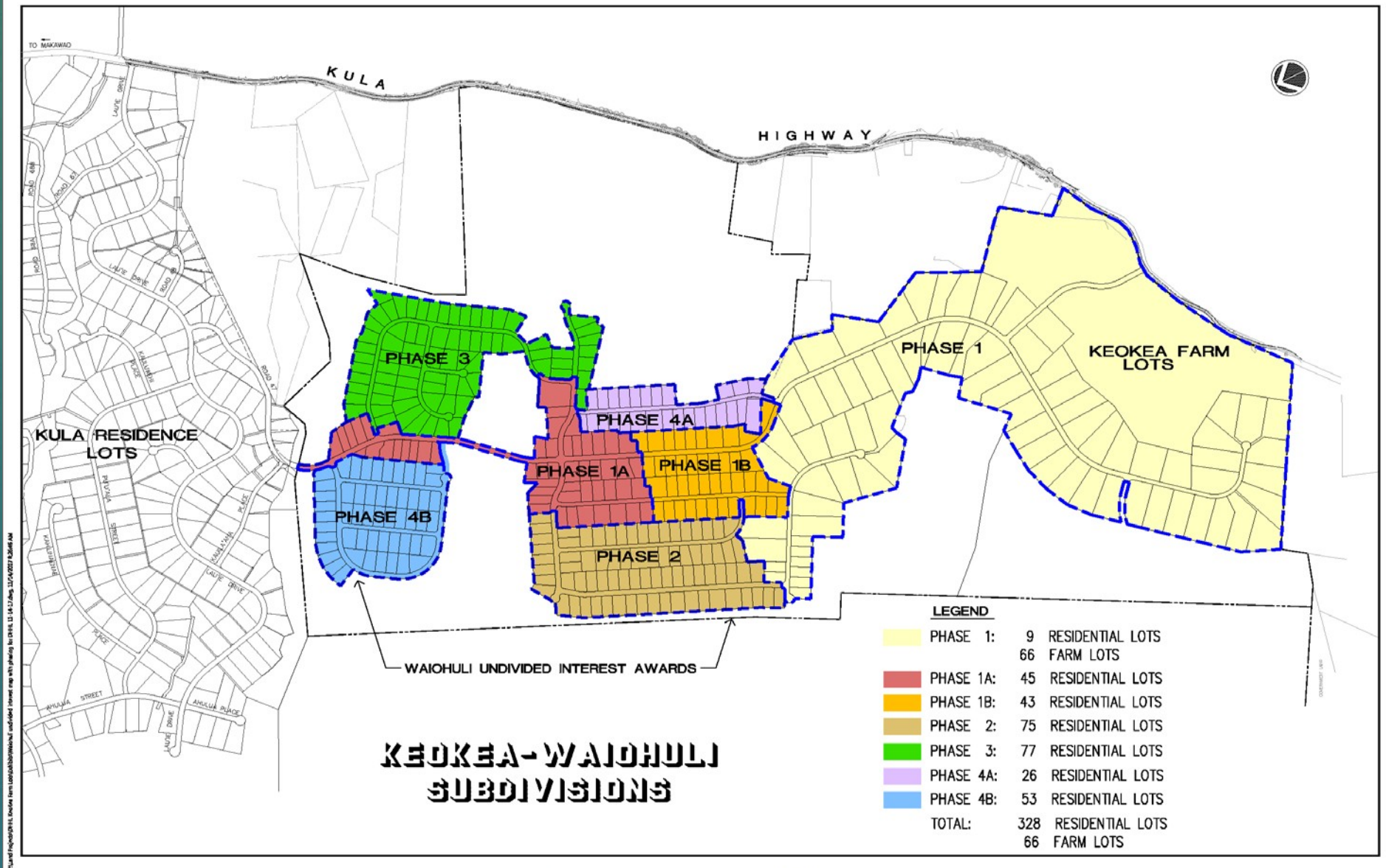
Plant Project: 24-11, Kneeling Farm Localities: 10/11/12/13/14/15/16/17/18/19/20/21/22/23/24/25/26/27/28/29/30/31/32/33/34/35/36/37/38/39/40/41/42/43/44/45/46/47/48/49/50/51/52/53/54/55/56/57/58/59/60/61/62/63/64/65/66/67/68/69/70/71/72/73/74/75/76/77/78/79/80/81/82/83/84/85/86/87/88/89/90/91/92/93/94/95/96/97/98/99/100/101/102/103/104/105/106/107/108/109/110/111/112/113/114/115/116/117/118/119/120/121/122/123/124/125/126/127/128/129/130/131/132/133/134/135/136/137/138/139/140/141/142/143/144/145/146/147/148/149/150/151/152/153/154/155/156/157/158/159/160/161/162/163/164/165/166/167/168/169/170/171/172/173/174/175/176/177/178/179/180/181/182/183/184/185/186/187/188/189/190/191/192/193/194/195/196/197/198/199/200/201/202/203/204/205/206/207/208/209/210/211/212/213/214/215/216/217/218/219/220/221/222/223/224/225/226/227/228/229/230/231/232/233/234/235/236/237/238/239/240/241/242/243/244/245/246/247/248/249/250/251/252/253/254/255/256/257/258/259/260/261/262/263/264/265/266/267/268/269/270/271/272/273/274/275/276/277/278/279/280/281/282/283/284/285/286/287/288/289/290/291/292/293/294/295/296/297/298/299/300/301/302/303/304/305/306/307/308/309/310/311/312/313/314/315/316/317/318/319/320/321/322/323/324/325/326/327/328/329/330/331/332/333/334/335/336/337/338/339/340/341/342/343/344/345/346/347/348/349/350/351/352/353/354/355/356/357/358/359/360/361/362/363/364/365/366/367/368/369/370/371/372/373/374/375/376/377/378/379/380/381/382/383/384/385/386/387/388/389/390/391/392/393/394/395/396/397/398/399/400/401/402/403/404/405/406/407/408/409/410/411/412/413/414/415/416/417/418/419/420/421/422/423/424/425/426/427/428/429/430/431/432/433/434/435/436/437/438/439/440/441/442/443/444/445/446/447/448/449/450/451/452/453/454/455/456/457/458/459/460/461/462/463/464/465/466/467/468/469/470/471/472/473/474/475/476/477/478/479/480/481/482/483/484/485/486/487/488/489/490/491/492/493/494/495/496/497/498/499/500/501/502/503/504/505/506/507/508/509/510/511/512/513/514/515/516/517/518/519/520/521/522/523/524/525/526/527/528/529/530/531/532/533/534/535/536/537/538/539/540/541/542/543/544/545/546/547/548/549/550/551/552/553/554/555/556/557/558/559/560/561/562/563/564/565/566/567/568/569/570/571/572/573/574/575/576/577/578/579/580/581/582/583/584/585/586/587/588/589/590/591/592/593/594/595/596/597/598/599/600/601/602/603/604/605/606/607/608/609/610/611/612/613/614/615/616/617/618/619/620/621/622/623/624/625/626/627/628/629/630/631/632/633/634/635/636/637/638/639/640/641/642/643/644/645/646/647/648/649/650/651/652/653/654/655/656/657/658/659/660/661/662/663/664/665/666/667/668/669/670/671/672/673/674/675/676/677/678/679/680/681/682/683/684/685/686/687/688/689/690/691/692/693/694/695/696/697/698/699/700/701/702/703/704/705/706/707/708/709/710/711/712/713/714/715/716/717/718/719/720/721/722/723/724/725/726/727/728/729/730/731/732/733/734/735/736/737/738/739/740/741/742/743/744/745/746/747/748/749/750/751/752/753/754/755/756/757/758/759/760/761/762/763/764/765/766/767/768/769/770/771/772/773/774/775/776/777/778/779/780/781/782/783/784/785/786/787/788/789/790/791/792/793/794/795/796/797/798/799/800/801/802/803/804/805/806/807/808/809/810/811/812/813/814/815/816/817/818/819/820/821/822/823/824/825/826/827/828/829/830/831/832/833/834/835/836/837/838/839/840/841/842/843/844/845/846/847/848/849/850/851/852/853/854/855/856/857/858/859/860/861/862/863/864/865/866/867/868/869/870/871/872/873/874/875/876/877/878/879/880/881/882/883/884/885/886/887/888/889/890/891/892/893/894/895/896/897/898/899/900/901/902/903/904/905/906/907/908/909/910/911/912/913/914/915/916/917/918/919/920/921/922/923/924/925/926/927/928/929/930/931/932/933/934/935/936/937/938/939/940/941/942/943/944/945/946/947/948/949/950/951/952/953/954/955/956/957/958/959/960/961/962/963/964/965/966/967/968/969/970/971/972/973/974/975/976/977/978/979/980/981/982/983/984/985/986/987/988/989/990/991/992/993/994/995/996/997/998/999/1000/1001/1002/1003/1004/1005/1006/1007/1008/1009/1010/1011/1012/1013/1014/1015/1016/1017/1018/1019/1020/1021/1022/1023/1024/1025/1026/1027/1028/1029/1030/1031/1032/1033/1034/1035/1036/1037/1038/1039/1040/1



DRAINAGE AND ROADWAY SAFETY VARIOUS LOCATIONS



KEOKEA FARM LOTS OFFSITE AG WATER FEASIBILITY ANALYSIS OF ALTERNATE SOURCES





PDF - O:\Map\DHHL Pulehunui MP Draft.pdf
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PULEHUNUI INFRASTRUCTURE MASTERPLAN

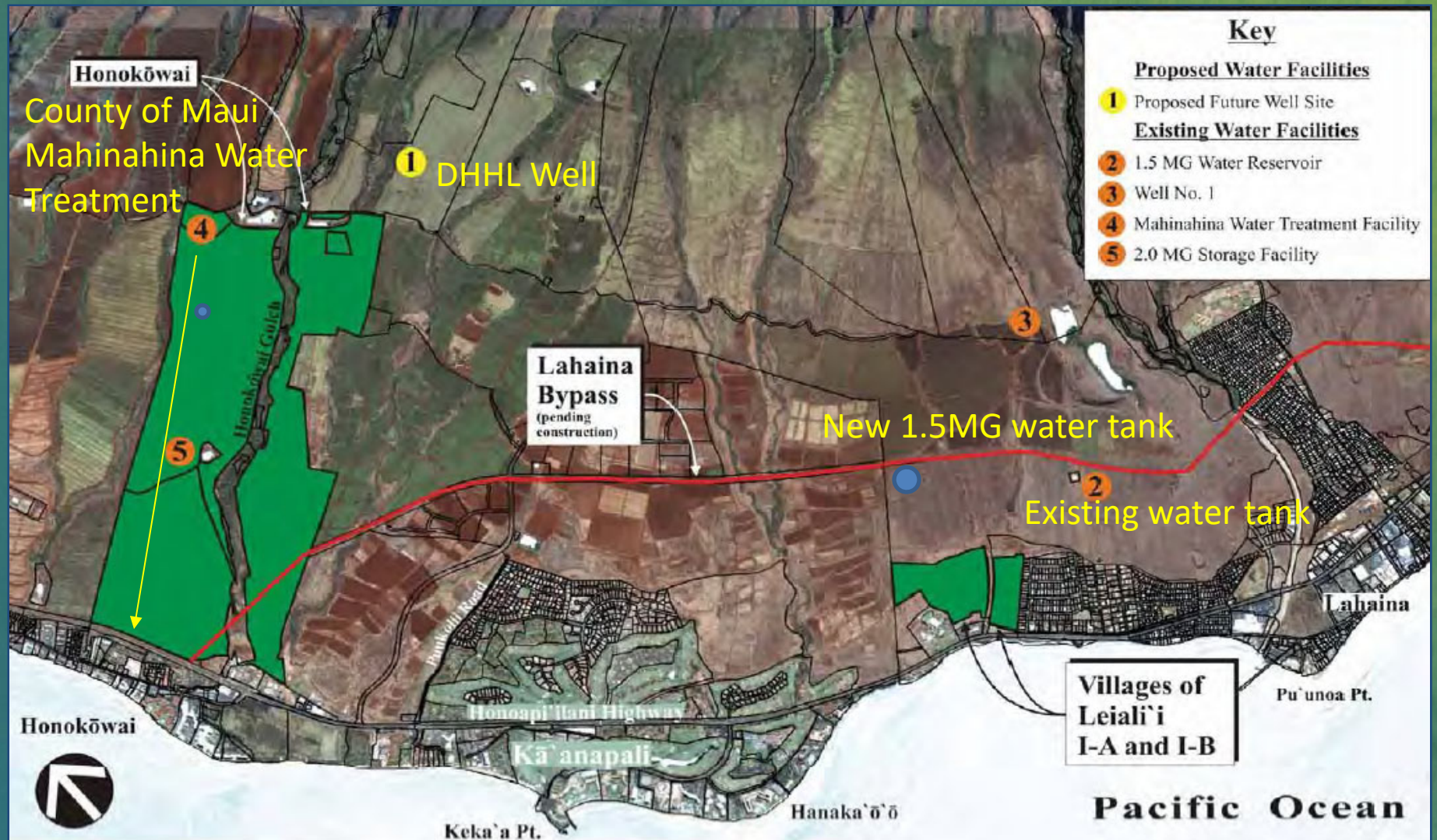
Figure 1-2:
 Aerial Photograph
 PULEHUNUI REGIONAL
 INFRASTRUCTURE MASTER PLAN



HONOKOWAI WATER DEVELOPMENT

DHHL-COM AGREEMENT FOR 330 WATER METERS

\$10 M STATE FUNDING FOR CONSTRUCTION



VILLAGES OF LEIALI'I DEVELOPMENT



PU'UNANI HOMESTEAD SUBDIVISION

TMK: (2) 3-5-002-002 Wailuku, Maui

Proposed: 137 Turnkey homes
24 Vacant Lots

44 acres




**HAWAIIAN HOMES COMMISSION
NOVEMBER 18 & 19, 2019
KULA, MAUI**

**F – ITEMS
LAND MANAGEMENT DIVISION**

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

November 18-19, 2019

To: Chairman and Members, Hawaiian Homes Commission

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

Subject: Approval to Issue Right of Entry Permit to Connect Point Church, Kaei Hana I,
Industrial Subdivision, Waiakea, S. Hilo, Island of Hawai'i, TMK No. (3)2-2-
060:049

RECOMMENDED MOTION/ACTION: That the Hawaiian Homes Commission (HHC) approve LMD's original Agenda Item No. F-4 (See Exhibit “A”) which was deferred by the HHC at its regularly scheduled monthly meeting held on October 21-22, 2019.

DISCUSSION:

Since being deferred by the HHC at its regularly scheduled monthly meeting as noted above, LMD is respectively presenting this Agenda Item again for consideration.

Of note, DHHL's Preliminary Terms & Conditions letter dated October 24, 2019, was agreed to and accepted by Pastor Dion Maeda on October 31, 2019 (See Exhibit “B”).

AUTHORITY / LEGAL REFERENCE:

§171-55, Hawaii Revised Statutes, as amended, a “permit on a month-to-month basis may continue for a period not to exceed one year from the date of issuance; provided that the commission may allow the permit to continue on a month-to-month basis for additional one-year periods.”

RECOMMENDATION:

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

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

October 21-22, 2019

To: Chairman and Members, Hawaiian Homes Commission

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

From: Mark K. Yim, Land Agent,
Land Management Division

Subject: Approval to Issue Right of Entry Permit to Connect Point Church, Hawai'i, TMK No.
(3)22060049

APPLICANT:

Connect Point Church, a Hawaii non-profit organization "PERMITEE"

RECOMMENDED MOTION/ACTION:

That the Hawaiian Homes Commission (HHC) authorize the issuance of a Right of Entry Permit, covering the subject area as identified and described below for purposes of operating and maintaining a church.

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

1. The term for this ROE shall be on a month-to-month basis, for a period not to exceed one (1) year, effectively commencing as of the date that the ROE is signed and fully executed by the respective parties. PERMITEE understands that this is a month-to-month permit to use Hawaiian home lands and may be cancelled by PERMITOR, at PERMITOR'S sole discretion and for any reason whatsoever, at any time during the month-to-month term, upon thirty 30 days advance notice in writing to PERMITEE;
2. PERMITEE shall use the subject premises strictly for purposes of operating and maintaining a church only. No other use shall be allowed without DHHL's prior written approval;
3. PERMITEE shall obtain applicable permits and approvals from government agencies prior to the commencement of any work on the property that requires such permits and approvals;
4. The monthly fee for this ROE shall be established at TWO THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$2,520.00) where PERMITEE shall pay without notice or demand, at the Fiscal Office of the DEPARTMENT OF HAWAIIAN HOME LANDS, 91-5420 Kapolei Parkway, Kapolei, Hawaii and whose mailing address is P. O. Box 1721, Honolulu, Hawaii 96806-1721 due and payable on the 1st day of every month;
5. PERMITEE shall be required to pay a non-refundable processing and documentation fee of \$175.00 and place a security deposit equal to two months rent (\$5,040.00);

Item No. F-4

EXHIBIT "A"
Item No. F-1

6. PERMITEE shall provide proof of a comprehensive public liability insurance policy of no less than \$2,000,000.00 for each occurrence, naming the Department of Hawaiian Home Lands (DHHL) as an additional insured prior to commencement of work and throughout the term of this ROE;
7. PERMITEE shall comply with all applicable governmental laws, rules, regulations, and procedures relating to the operation and activities under this permit. Upon termination of this Permit, PERMITEE shall be responsible for environmental testing and subsequent clean-up of any contamination or hazardous materials found on the site that may have been caused by PERMITEE'S use;
8. PERMITEE shall keep and maintain the Premises and any and all equipment and personal properties of PERMITEE upon the Premises in a strictly clean, neat, orderly and sanitary condition, free of waste, rubbish and debris and shall provide for the safe and sanitary handling and disposal of all trash, garbage and other refuse resulting from its activities on the Premises;
9. PERMITEE shall comply with all federal, state and county regulations or requirements regarding environmental issues and the safe handling and disposal of toxic or hazardous materials. Upon expiration of this ROE, PERMITEE shall be responsible for environmental clean-up of any contamination or hazardous materials brought on the site or caused by PERMITEE'S activities on the site;
10. PERMITEE agrees to rent the Premises in "as is" condition and shall maintain the Premises in a neat and clean condition, including trimming overgrown vegetation and disposing of trash on a regular basis. No new construction shall be allowed without prior approval of PERMITOR. No major alteration or addition of any kind shall be made to the Premises unless plans are first submitted and approved by PERMITOR;
11. All hazardous and/or toxic materials, including trucks and equipment containing hazardous and/toxic materials, that could cause contamination of the soil or ground water must be stored on impermeable surface, such as concrete or asphalt pavement. Such surface must be maintained in good repair and approved by PERMITOR prior to PERMITEE occupying the Premises. Major equipment repair or servicing shall not be allowed;
12. Any construction or alteration of the easement area shall require DHHL approval;
13. PERMITEE shall exercise due care and diligence to prevent injury to persons and damages to or destruction of property belonging to DHHL;
14. Entry under the ROE is limited to PERMITEE'S employees, agents, and subcontractors solely for the purposes stated herein;
15. PERMITEE shall be responsible for the security of the Premises and all of PERMITEE'S personal property thereon;
16. The ROE document shall be subject to other standard terms and conditions of similar documents issued by DHHL and will be subject to the review and approval by the Office of the Attorney General, State of Hawaii; and
17. The ROE shall be subject to other terms and conditions deemed prudent and necessary by the Hawaiian Homes Commission.

LOCATION:

Portion of Hawaiian Home Lands situated in Waiakea Industrial, 168 Holomua Street, Island of Hawai'i, identified as, Tax Map Key: (3)-2-2-060:049 (See Exhibit "A")

AREA:

0.6198 acres or 27,000 square feet (See Exhibit "A")

DISCUSSION:

On September 20, 2019, Connect Point Church Pastor, The Reverend Dion Maeda addressed the Hawaiian Homes Commission to seek a long-term disposition for their Church currently occupying the subject parcel in the Kaei Hana I Industrial Subdivision. They were unfortunately involved in an illegal sublease by the former General Lessee of the property. This Lease was cancelled by the Commission in May 2019. Following cancellation of the General Lease, LMD staff worked directly with the Church to develop a short-term disposition while simultaneously seeking a long-term resolution that would ultimately benefit all parties involved.

Given the industrial land use designation per DHHL's 2002 Hawaii Island Plan, DHHL could only opt to consider a short-term month-to-month disposition. The industrial land use designation provides opportunity for the department to generate revenue. Therefore, the department would seek a public auction process for a long-term 55-year general lease for revenue generating purposes.

The subject parcel is classified as Industrial and the square footage per annum, based on the County of Hawaii Real Property Tax assessment (See Exhibit "B"), is approximately \$14.00. At 8% rate of return, the annual fair market rent per square foot is \$1.12 (rounded). This fee payment will be a direct benefit to the Trust and its beneficiaries.

TMK: (3)2-2-060:049			
Assessment Information			
Year	Property Class	Assessed Land Value	Land Area
2019	Industrial	\$368,600	0.6198 ac / 27,000 sf
Fee Calculation		\$368,600 / 27,000 sf =	
Per sf Value/Annum		\$14.00 (rounded)	
Market Return Rate		x .08 (8.0%)	
Fee Value Per sf/Annum		\$1.12/Annum	

PLANNING AREA:

Kaei Hana I, Industrial Area

LAND USE DESIGNATION:

Industrial, Hawai'i Island Plan (2002), Figure 4 – East Hawaii, Hawaii Land Inventory

CURRENT STATUS:

Industrial Use

CHARACTER OF USE:

Church Purposes

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

Triggers:

Use of State Lands

None

CONSISTENCY WITH DHHL PLANS, POLICIES AND PROGRAMS

DHHL General Plan (2002)

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

Land Use Planning

Goals:

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

- Develop livable, sustainable communities that provide space for or access to the amenities that serve the daily needs of its residents.

Objectives:

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

Land and Resource Management

Goals:

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

Objectives:

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

Economic Development

Goals:

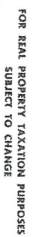
- Generate significant revenue to provide greater financial support towards fulfilling the Trust's mission.

Objectives:

- Generate \$30 million in land revenues annually (adjusted for inflation) by 2014.

RECOMMENDATION:

Land Management Division respectfully requests approval of the motion as stated



THIRD TAXATION DIVISION		
ZONE	SEC	PLAT
2	2	60
THIRD TAXATION DIVISION		
STATE OF HAWAII		
TAX MAPS BRANCH		
PROPERTY ASSESSMENT DIVISION		
DEPARTMENT OF TAXATION		

Parcel Information

Parcel Number 220600490000
Location Address 168 HOLOMUA STREET
Project Name Kaei Hama-i Subdivision
Property Class INDUSTRIAL
Neighborhood Code 2216-4
Legal Information
Land Area (acres) 0.6198
Land Area (approximate sq ft) 27,000

[View Map](#)

Plat (TMK) Maps

Owner Names
HAWAIIAN HOME LANDS Fee Owner

Mailing Address
HAWAIIAN HOME LANDS

Show Historical Assessments

Year	Property Class	Market Land Value	Dedicated Use Value	Assessed Land Value	Market Building Value	Assessed Building Value	Total Market Value	Total Assessed Value	Total Exemption Value	Total Taxable Value
2019	INDUSTRIAL	\$368,600	\$0	\$368,600	\$447,700	\$447,700	\$816,300	\$816,300	\$816,300	\$0

Property Class	Square Footage	Acreage	Agricultural Use Indicator
INDUSTRIAL	27,000	0.6198	

From:

10/16/2016

To:

10/16/2019

[Sales by Neighborhood](#)

[Sales by Distance](#)

1500

Feet ▼

No data available for the following modules: Condominium/Apartment Unit Information, Agricultural Assessment Information, Residential Improvement Information, Other Building and Yard Improvements.

The County of Hawaii Real Property Tax Office makes every effort to produce the most accurate information possible, but does not warrant, express or implied, or provide for it. Data herein is for informational purposes only. The system used information is from the last certified tax roll. All other data is subject to change.

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Version 2.3.13

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 Schneider
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Exhibit "B"
Item No. F-4

DAVID Y. IGE
GOVERNOR
STATE OF HAWAII

JOSH GREEN
LT. GOVERNOR
STATE OF HAWAII



WILLIAM J. AILA, JR.
CHAIRMAN
HAWAIIAN HOMES COMMISSION

TYLER I. GOMES
DEPUTY TO THE CHAIRMAN

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

P. O. BOX 1879
HONOLULU, HAWAII 96805

October 24, 2019

Connect Point Church
c/o Pastor Dion Maeda,
168 Holomua Street
Hilo, Hawaii 96720

Dear Pastor Dion:

Subject: Request to Use Hawaiian Home Lands
TMK:(3)2-2-060:049; Kaei Hana I Industrial Subdivision, Waiakea, S. Hilo,
Island of Hawaii

After review of your request to defer LMD's Agenda Item No. F-4 dated October 21-22, 2019 (see attached) at the Hawaiian Home Commission meeting held on October 21-22, 2019, in Hilo, Hawaii, the Department of Hawaiian Home Lands (DHHL) Land Management Division desires to take the initial steps in reaching a preliminary month-to-month agreement for the proposed use of approximately 27,000 (0.6198 acres) square feet of Hawaiian home lands, delineated more specifically by the gray shaded area on the enclosed map.

Prior to seeking the approval of your request from the Hawaiian Homes Commission, a preliminary agreement on the terms and conditions for allowing your use would need to be reached. In this regard, we propose the following:

1. The Premises shall strictly be used by Connect Point Church for purposes of operating and maintaining its church functions and facilities only. **No sub-rental or other uses shall be permitted without the prior written consent of DHHL;**
2. Monthly fee for the Premises shall be established at TWO THOUSAND FIVE HUNDRED TWENTY AND NO/100 DOLLARS (\$2,520.00).
3. PERMITEE shall be required to pay a non-refundable processing and documentation fee of \$175.00 and place a security deposit equal to two months rent. Initially the security deposit shall be \$5,040.00;
4. PERMITEE is expressly prohibited from using the premises for the storage, sorting and sale of materials such as fill soil or rock, manure, rubble, junk, waste, scrap, discarded or salvage items including machinery, automobiles, automobile parts, tires, wheels, batteries, equipment, flammables and contaminants of every description whatsoever;
5. PERMITEE shall provide proof of a commercial general liability insurance policy of no less than \$1,000,000.00 for each occurrence, naming the DHHL as additional insured;

EXHIBIT "B"
Item No. F-1

6. PERMITEE shall comply with all applicable governmental laws, rules, regulations, and procedures relating to the operation and activities under this permit. Upon termination of this Permit, PERMITEE shall be responsible for environmental testing and subsequent clean-up of any contamination or hazardous materials found on the site that may have been caused by PERMITEE'S use;
7. PERMITEE agrees to rent the Premises in "as is" condition and shall maintain the Premises in a neat and clean condition, including trimming overgrown vegetation and disposing of trash on a regular basis. No new construction shall be allowed without prior approval of PERMITOR. No major alteration or addition of any kind shall be made to the Premises unless plans are first submitted and approved by PERMITOR;
8. All hazardous and/or toxic materials, including trucks and equipment containing hazardous and/toxic materials, that could cause contamination of the soil or ground water must be stored on impermeable surface, such as concrete or asphalt pavement. Such surface must be maintained in good repair and approved by PERMITOR prior to PERMITEE occupying the Premises. Major equipment repair or servicing shall not be allowed;
9. PERMITEE may be required to remove and dispose of all surface material, including asphalt paving and concrete slab that becomes contaminated beyond the allowable Department of Health limits due to PERMITEE'S use.
10. PERMITEE shall take reasonable measures in preventing any hazardous materials from leaching on the Premises. Proper storage of any oil or gasoline is required;
11. PERMITEE agrees to pay for all the costs of establishing utility services to the property and pay for all consumption of utilities on the Premises, should PERMITEE'S use require such utility services;
12. PERMITEE shall be solely responsible for the security of all items stored on the Premises. PERMITEE shall be allowed to install a security fencing, however, if PERMITEE intends to install other types of security systems, PERMITEE must first request and obtain PERMITOR'S written approval;
13. No residential use shall be permitted, including temporary overnight camping. However, PERMITEE shall be allowed to provide a shelter for security personnel, if such persons are hired for security purposes;
14. PERMITEE shall be allowed to fence the Premises and place temporary structures on the property provided said structures are used as an office, storage space or a work area. DHHL reserves the right to limit the number of structures or require removal if the structures that are not maintained in good condition. No new construction shall be allowed without prior DHHL approval. No major alteration or addition of any kind shall be made to the Premises unless plans are first submitted and approved by DHHL;
15. Prior to vacating the Premises, PERMITEE shall remove, at PERMITEE'S expense, all of the PERMITEE'S equipment, constructed improvements, trash, goods and materials and restore the

area to a condition as good as or better than that which existed prior to PERMITEE'S use. PERMITEE shall also notify PERMITOR to do a site inspection when PERMITEE has completed removal;

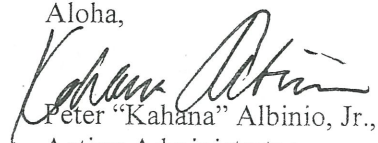
16. Other standard terms and conditions of similar permits issued by DHHL, such as liability insurance, site maintenance and real property tax payments;
17. The ROE agreement shall be subject to the review and approval of the Department of the Attorney General; and
18. Other terms and conditions deemed prudent by the the Hawaiian Homes Commission may be added, and/or amended.

If the terms and conditions contained herein are acceptable, please sign, date and return a copy of this letter together with your non-refundable processing and documentation fees of \$175.00. You may also submit your payment for the security deposit in the total amount of \$5,020.00 (an amount equal to two (2)-months rent) and your first month's rent of \$2,520.00 along with your certificate of liability insurance to expedite the permit issuance process for the use of the premises.

Although your return of the signed letter is not binding on either party, it will be used as a basis for drafting a request that would be submitted and presented to the Hawaiian Homes Commission for final review and approval.

Should you have any questions or need further clarification, you can contact Mark Yim, Land Agent at 808.620.9453 or email mark.k.yim@hawaii.gov.


Aloha,


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

Enc.

AGREED AND ACCEPTED:

**CONNECT POINT CHURCH,
a Hawaii Non-Profit Corporation**

By 
Dion Maeda
Its President/Director

Date 10/31/19


ITEM F-2


STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

November 18-19, 2019

To: Chairman and Members, Hawaiian Homes Commission

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

From: Mark K. Yim, Land Agent
Land Management Division 

Subject: Approval for Payment Plan on Deficient Rent, General Lease No. 176, Pacific Macadamia Nut Corporation, Kaei Hana I, Industrial Subdivision, Waiakea, S. Hilo, Hawaii, TMK No. (3)2.2.060:011

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission grant its authority to approve the payment plan on deficient rent affecting General Lease No. 176, held by Pacific Macadamia Nut Corporation, a Hawaii corporation, identified more specifically by TMK: (3) 2.2.060:011, as delineated in gray-shade on tax map attached hereto as Exhibit "A" and "A-1", subject, but not limited to the following terms and conditions:

1. After applying the portion of rent as remitted over the period covering February 1, 2016 - June 30, 2017 in the amount of \$8,800.00 against the deficient rent of \$43,750.86 due and payable to the Department of Hawaiian Home Lands for said referenced period the final deficient balance equates to \$34,950.86 (see attached schedule Exhibit "B");

2. Based upon an amortized interest rate of four and one-half percent (4.5%) on the deficient balance of \$34,950.86 a monthly installment of SEVEN HUNDRED NINETY-SEVEN DOLLARS (\$797.00) is established (see attached schedule Exhibit "C"). When this amount is combined with the current base monthly rental of \$4,950.00 established as of February 1, 2016, a total monthly rental of \$5,747.00 shall become due and payable on the first day of every month for the forty-eight (48)-month period commencing on November 1, 2019 and expiring on October 1, 2023;

3. Should the terms and conditions as proposed be satisfied and the deficient rent balance be cured in full within the forty-eight (48)-month period, the payment plan shall cease and desist immediately and the base monthly lease rental installment of \$4,950.00 shall remain intact;

4. Should the LESSEE desire to cure any outstanding balance before the expiration of the four forty-eight (48)-month term as described above, the payment plan shall cease immediately without any pre-payment penalty and the base monthly lease rental installment of \$4,950.00 shall remain intact;

5. Failure to remit the payments as described above when due and payable will result in an immediate termination of the general lease agreement without recourse and initiating legal action to collect the outstanding deficient lease rent balance;

6. General Lease No. 176 shall be amended accordingly to reflect the terms and conditions as specified above and shall be made effective as of November 19, 2019;

7. The Chairman of the Hawaiian Homes Commission may set forth other terms and conditions deemed prudent and necessary;

8. The Amendment to Lease document shall be subject to the review and approval of the State of Hawaii Department of Attorney General; and

9. All other terms and conditions of General Lease No. 176 shall continue to remain in full force and effect.

BACKGROUND/DISCUSSION

General Lease No. 176 was awarded to M. Sonomura Contracting Co., a Hawaii Corporation, as Lessee, filed in the Office of the Department of Hawaiian Home Lands, for a term of sixty-five (65) years commencing on February 1, 1971. By and through mesne assignment, said Lease was assigned to Pacific Macadamia Nut Corporation, a Hawaii Corporation, by document dated February 1, 1993, recorded as Document Nos. 93-05934 and 93-05935, at State of Hawaii Bureau of Conveyances, then granted and consented to by the Chairman of the Hawaiian Homes Commission on March 9, 1993.

The following are pertinent information on GL No. 176:

General Lessee: Pacific Macadamia Nut Corporation

Location: Kaei Hana I, Industrial Subdivision,
Waiakea, S. Hilo, Island of Hawaii

Tax Map Key No.: (3) 2-2-060:011

Land Area: 1.4351 Acre (65,512 sq. ft.)

Term: 65 years; 02/1971 - 01/2036

Annual Rental: \$59,400 - 02/01/2016 - 01/31/2036

Character of Use: ML-20, Light Industrial District

Site Improvements: 21,100 sq. ft. steel frame and metal
Warehouse Building and Offices, two
mezzanine storage areas, paved parking area

Mortgagee: None

Pursuant to the terms of GL 176, the annual lease rent was re-determined and established at \$59,400 per annum for the final twenty (20)-year period (02/01/2016 - 01/31/2036) of the 65-year lease term. However, the Lessee continued making payments at the previous lower rate, which led to a back-rent deficiency through June 30, 2017.

On July 1, 2017, the Lessee began remitting the correct rent amount. However, the delinquency remained outstanding. On April 25, 2018, Company President, Arnold Tengan submitted a letter requesting an interest-free payment plan to address the debt. Also, the Lessee voluntarily paid \$800.00 per month over the base rent while awaiting a proposal, significantly decreasing the amount owed on the deficient back-rent.

After careful review and analysis, LMD presented a payment plan as described above to the Lessee. The premises are kept and maintained in good condition. The base monthly rental and additional payments have been remitted on a timely basis. On October 30, 2019, DHHL's preliminary terms and conditions proposal (attached hereto as Exhibit "B") was accepted and signed by the Lessee.

Authorization

Under authority granted by General Lease No. 176, specifically, Lessee Covenants, No. 1. **Payment of Rent**, on page 2, states "That the Lessee shall pay said rent to the Lessor at the place specified above, or at such other place as the Lessor may from time to time designate, in legal tender of the United States of America without deduction and without notice or demand."

RECOMMENDATION

Land Management Division respectfully recommends approval of the requested motion/action as stated.

DWG. NO. 5564 (DIRECT TRACING) PLAT 55 H.M.L.
 SOURCE DEPT. OF LAND & NATURAL RESOURCES
 BY: H.M.L. DATE NOV. 10, 1998

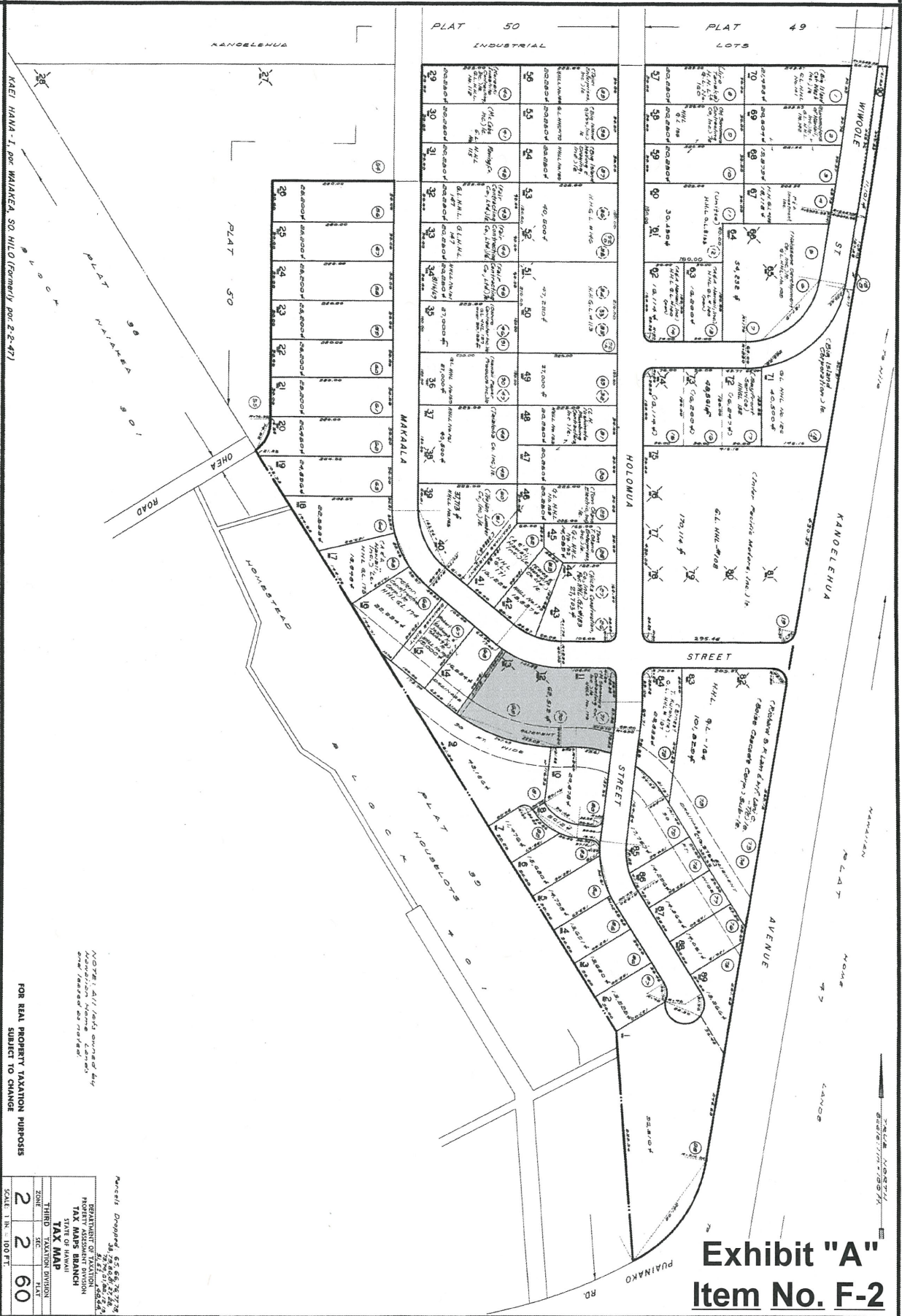


Exhibit "A"
Item No. F-2

FOR REAL PROPERTY TAXATION PURPOSES
 SUBJECT TO CHANGE

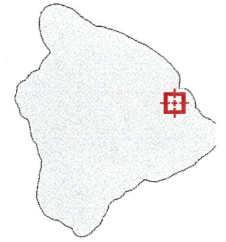
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STATE OF HAWAII	TAX MAP
PROPERTY TAX MAP DIVISION	TAX MAP
PLAT	55
ZONE	2
SECTION	2
PLAT	60

SCALE 1" = 100 FT.



Overview



Legend

☐ Parcels

Parcel ID	220600110000	Situs/Physical Address	240 MAKAALA STREET	Market Land Value	\$597,300	Last 2 Sales			
Acreage	1.4351	Mailing Address	HAWAIIAN HOME LANDS	Dedicated Use Value	\$0	Date	Price	Reason	Qual
Class	INDUSTRIAL			Land Exemption	\$0	2/1/1993	0	n/a	U
				Net Taxable Land Value	\$597,300	8/28/1987	0	n/a	U
				Assessed Building Value	\$708,800				
				Building Exemption	\$0				
				Net Taxable Building Value	\$708,800				
				Total Taxable Value	\$1306100				

Brief Tax Description n/a

(Note: Not to be used on legal documents)

*Hawaii County makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. The 'parcels' layer is intended to be used for visual purposes only and should not be used for boundary interpretations or other spatial analysis beyond the limitations of the data. The 'parcels' data layer does not contain metes and bounds described accuracy therefore, please use caution when viewing this data. Overlaying this layer with other data layers that may not have used this layer as a base may not produce precise results. GPS and imagery data will not overlay exactly.

Date created: 11/6/2019

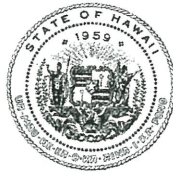
Last Data Uploaded: 11/6/2019 7:33:47 AM

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Exhibit "A-1"
Item No. F-2

DAVID Y. IGE
GOVERNOR
STATE OF HAWAII

JOSH GREEN
LT. GOVERNOR
STATE OF HAWAII



WILLIAM J. AILA, JR.
CHAIRMAN
HAWAIIAN HOMES COMMISSION

TYLER I. GOMES
DEPUTY TO THE CHAIRMAN

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

P. O. BOX 1879
HONOLULU, HAWAII 96805

October 28, 2019

HAND DELIVERED

Pacific Macadamia Nut Corporation
c/o Mr. Arnold Tengan, President
P.O. Box 1716
Hilo, Hawaii 96720

Dear Mr. Tengan:

Subject: General Lease No. 176, Pacific Macadamia Nut Corporation, Kaei Hana I,
Industrial Subdivision, Waiakea S. Hilo, Island of Hawaii

This is to acknowledge receipt of your letter dated December 13, 2018.

After careful review and consideration, the Land Management Division is prepared to present a payment plan recommendation for approval by the Hawaiian Homes Commission (HHC). However, prior to seeking Commission approval, we need to reach an agreement on the terms and conditions for the payment plan as proposed to cure the outstanding back rent due and payable to the Department of Hawaiian Home Lands. In this regard, we propose the following:

1. After applying the portion of rent as remitted for the period covering February 1, 2016 – June 1, 2017 in the amount of \$8,800.00 against the deficient rent of \$43,750.86 due and payable to the Department of Hawaiian Home Lands for said referenced period the final deficient balance equates to \$34,950.86 (see attached schedule Exhibit "A");
2. Based upon an amortized interest rate of four percent (4.5%) on the final deficient balance of \$34,950.86 a monthly installment of \$797.00 is established (see attached schedule Exhibit "B"). When this amount is combined with the current base monthly rental of \$4,950.00 as established, a total monthly rental of \$5,747.00 shall become due and payable on the first day of every month for the forty-eight (48)-month period commencing on November 1, 2019 and expiring on October 1, 2023;
3. Should the terms and conditions as proposed be satisfied and the deficient rent balance be cured in full within the forty-eight (48)-month period, the payment plan shall cease immediately with the base monthly lease rental installment of \$4,950.00 remaining intact;
4. Should the desire to cure any outstanding balance before the expiration of the four (4)-year term as described above, the payment plan shall cease immediately without any pre-payment penalty and the base monthly lease rental installment of \$4,950.00 shall remain intact; and

Exhibit "B"
Item No. F-2

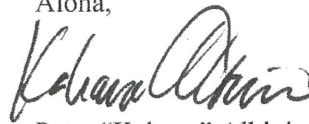
Mr. Arnold Tengan
October 28, 2019
Page 2 of 2

5. Failure to remit the payments as described above when due and payable will result in DHHL exercising its authority to immediately terminate the general lease agreement without recourse and initiate legal action to collect the outstanding deficient lease rent balance.

If you concur with the items contained herein, please sign, date and return a copy of this letter. Although this letter is not binding on either party, the tentative agreement contained herein will form the basis for submitting a request to the HHC for approval. It will also be incorporated into an amendment to General Lease No. 176 that will become binding when executed by all parties. Once approved by the HHC, it will take approximately one month to produce an amended document for your review and signature.

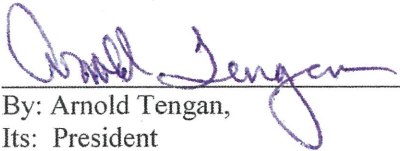
If you have questions or need further clarification, contact Mark K. Yim, Land Agent, at 808.620.9453 or email mark.k.yim@hawaii.gov.

Aloha,



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

AGREED & ACCEPTED:



By: Arnold Tengan,
Its: President

10/30/19
Date

Enc.

Mark Yim DHHL, LMD
10/30/19

Department of Hawaiian Home Lands
PACIFIC MACADAMIA NUT CORP.
Account #:GL0176ha

Adjustment due to rent reopening effective 2/1/2016, FI #17:149

New monthly rent eff 2/1/16 (\$59,400/12 mos.)	\$	4,950.00
Less: Old rent charged/posted		<u>2,376.42</u>
Increase in monthly rent	\$	2,573.58
Multiplied by no. of months (2/1/16 to 6/30/17)		<u>17</u>
Total adjustment due to rent reopening	\$	43,750.86

Less: Payments made:

Check #	Date received	Amount	
16215	12/17/18	800.00	
16278	02/07/19	800.00	
16292	02/11/19	800.00	
16316	03/04/19	800.00	
16369	04/03/19	800.00	
16410	04/29/19	800.00	
16448	05/30/19	800.00	
16503	07/05/19	800.00	
16532	08/01/19	800.00	
16576	09/09/19	800.00	
16619	09/29/19	<u>800.00</u>	<u>8,800.00</u>

Remaining amount due as of 10/25/2019 **\$ 34,950.86**

Exhibit "A"

Payment Plan for Deficient Rent Balance Due
General Lease No. 176 - Pacific Macadamia Nut Corporation
At 4.5% Interest
Printed: 10/28/2019

Payment Plan Calculator

Enter Values	
Deficient Rent Due	\$ 34,950.86
Annual Interest Rate	4.50 %
Payment Plan Period	4
Number of Payments Per Year	12
Balance Start Date	10/1/2019
Optional Extra Payments	\$ -

Payment Plan Summary	
Scheduled Payment	\$ 797.00
Scheduled Number of Payments	48
Actual Number of Payments	48
Total Early Payments	\$ -
Total Interest	\$ 3,305.21

Pmt No.	Payment Date	Beginning Balance	Scheduled Payment	Extra Payment	Total Payment	Principal	Interest	Ending Balance
1	11/1/2019	\$ 34,950.86	\$ 797.00	\$ -	\$ 797.00	\$ 665.94	\$ 131.07	\$ 34,284.92
2	12/1/2019	34,284.92	797.00	-	797.00	668.43	128.57	33,616.49
3	1/1/2020	33,616.49	797.00	-	797.00	670.94	126.06	32,945.55
4	2/1/2020	32,945.55	797.00	-	797.00	673.46	123.55	32,272.10
5	3/1/2020	32,272.10	797.00	-	797.00	675.98	121.02	31,596.11
6	4/1/2020	31,596.11	797.00	-	797.00	678.52	118.49	30,917.60
7	5/1/2020	30,917.60	797.00	-	797.00	681.06	115.94	30,236.54
8	6/1/2020	30,236.54	797.00	-	797.00	683.61	113.39	29,552.92
9	7/1/2020	29,552.92	797.00	-	797.00	686.18	110.82	28,866.75
10	8/1/2020	28,866.75	797.00	-	797.00	688.75	108.25	28,177.99
11	9/1/2020	28,177.99	797.00	-	797.00	691.33	105.67	27,486.66
12	10/1/2020	27,486.66	797.00	-	797.00	693.93	103.07	26,792.73
13	11/1/2020	26,792.73	797.00	-	797.00	696.53	100.47	26,096.21
14	12/1/2020	26,096.21	797.00	-	797.00	699.14	97.86	25,397.07
15	1/1/2021	25,397.07	797.00	-	797.00	701.76	95.24	24,695.30
16	2/1/2021	24,695.30	797.00	-	797.00	704.39	92.61	23,990.91
17	3/1/2021	23,990.91	797.00	-	797.00	707.04	89.97	23,283.87
18	4/1/2021	23,283.87	797.00	-	797.00	709.69	87.31	22,574.19
19	5/1/2021	22,574.19	797.00	-	797.00	712.35	84.65	21,861.84
20	6/1/2021	21,861.84	797.00	-	797.00	715.02	81.98	21,146.82
21	7/1/2021	21,146.82	797.00	-	797.00	717.70	79.30	20,429.12
22	8/1/2021	20,429.12	797.00	-	797.00	720.39	76.61	19,708.73
23	9/1/2021	19,708.73	797.00	-	797.00	723.09	73.91	18,985.63
24	10/1/2021	18,985.63	797.00	-	797.00	725.81	71.20	18,259.83
25	11/1/2021	18,259.83	797.00	-	797.00	728.53	68.47	17,531.30
26	12/1/2021	17,531.30	797.00	-	797.00	731.26	65.74	16,800.04
27	1/1/2022	16,800.04	797.00	-	797.00	734.00	63.00	16,066.04
28	2/1/2022	16,066.04	797.00	-	797.00	736.75	60.25	15,329.28
29	3/1/2022	15,329.28	797.00	-	797.00	739.52	57.48	14,589.77
30	4/1/2022	14,589.77	797.00	-	797.00	742.29	54.71	13,847.48
31	5/1/2022	13,847.48	797.00	-	797.00	745.07	51.93	13,102.40
32	6/1/2022	13,102.40	797.00	-	797.00	747.87	49.13	12,354.54
33	7/1/2022	12,354.54	797.00	-	797.00	750.67	46.33	11,603.87
34	8/1/2022	11,603.87	797.00	-	797.00	753.49	43.51	10,850.38
35	9/1/2022	10,850.38	797.00	-	797.00	756.31	40.69	10,094.07
36	10/1/2022	10,094.07	797.00	-	797.00	759.15	37.85	9,334.92
37	11/1/2022	9,334.92	797.00	-	797.00	762.00	35.01	8,572.92
38	12/1/2022	8,572.92	797.00	-	797.00	764.85	32.15	7,808.07
39	1/1/2023	7,808.07	797.00	-	797.00	767.72	29.28	7,040.35
40	2/1/2023	7,040.35	797.00	-	797.00	770.60	26.40	6,269.75
41	3/1/2023	6,269.75	797.00	-	797.00	773.49	23.51	5,496.26
42	4/1/2023	5,496.26	797.00	-	797.00	776.39	20.61	4,719.87
43	5/1/2023	4,719.87	797.00	-	797.00	779.30	17.70	3,940.57
44	6/1/2023	3,940.57	797.00	-	797.00	782.22	14.78	3,158.34
45	7/1/2023	3,158.34	797.00	-	797.00	785.16	11.84	2,373.18
46	8/1/2023	2,373.18	797.00	-	797.00	788.10	8.90	1,585.08
47	9/1/2023	1,585.08	797.00	-	797.00	791.06	5.94	794.02
48	10/1/2023	794.02	797.00	-	794.02	791.05	2.98	0.00



Exhibit "B"

ITEM F-3

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

November 18-19, 2019

To: Chairman and Members, Hawaiian Homes Commission

From: Peter "Kahana Albinio, Jr., Acting LMD Administrator 
Stewart Matsunaga, Acting LDD Administrator 

Subject: Approval of Lease Extension, General Lease No. 283, Hawaii Public Housing Authority - Ulu Ke Kukui Transitional Housing Program, Waianae, Oahu, TMK (1)8-7-010:030 (por.)

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approve a two (2) - month lease extension as described in below of General Lease No. 283 to the Hawaii Public Housing Authority (HPHA), to allow the department time to complete evaluation of the offer received in response to the request for proposals for redevelopment and management of the property, subject to the following conditions:

1. The term shall be extended for an additional two-month period, commencing November 25, 2019 and expiring January 24, 2020;
2. All other terms and conditions of General Lease No. 283 shall continue and remain in full force and effect; and
3. The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

LOCATION

Waianae, Oahu identified as portion of Tax Map Key (1) 87010030.

AREA

Approximately six acres.

DISCUSSION

General Lease No. 283 (Exhibit A) was awarded to the State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency as Lessee, filed in the Office of the Department of Hawaiian Home Lands, and approved by the Hawaiian Homes

ITEM NO. F-3

Commission on August 19, 2008, for a term of ten (10) years commencing on October 16, 2008. The lease term was subsequently amended to commence on November 25, 2008 up to and including November 24, 2018. In accordance with HHC Agenda Item F-2, October 15-16, 2018 (Exhibit B), the lease term was extended one year to November 24, 2019 (Exhibit C).

The following are pertinent information on GL No. 283:

General Lessee:	State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency
Location:	Waianae, Island of O'ahu
Tax Map Key No.:	(1)87010030 (por.)
Land Area:	6.0 Acre
Term:	11 years; 11/25/2008 – 11/24/2019
Annual Rental:	Gratis
Character of Use:	Transitional housing and community center project

General Lease No. 283 was issued to HPHA for a transitional and affordable housing project in Waianae, Oahu, covering an area of approximately six (6.0) acres, more or less of an 89-acre parcel sometimes referred to as the former Voice of America site. The current lease term, as amended, expires on November 24, 2019, but provides for an extension of the lease period by mutual written agreement.

In August 2019, DHHL issued a Request for Proposals for Redevelopment and Management of Ulu Ke Kukui Multi-family Housing Project (RFP-20-HHL-002). A single proposal was received prior to the September 20, 2019 deadline for submittals. Portions of the proposal require clarification from the offeror before staff can make a recommendation.

The proposed extension of the General Lease would afford DHHL time needed to complete the RFP process.

If DHHL takes possession upon expiration of the current lease term in November, important services to the public would be terminated, and the facilities would be subject to vandalism and lack of maintenance until a developer/operator is selected and contracted.

RECOMMENDATION:

The Land Management Division and Land Development Division respectfully request approval of the motion as stated

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

GENERAL LEASE NO. 283

THIS INDENTURE OF LEASE, made this 18th day of December, 2008, but effective 09/08/18/2008 by and between the State of Hawaii, by its DEPARTMENT OF HAWAIIAN HOME LANDS, whose principal place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, and post office address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter called "LESSOR," and State of Hawaii, Department of Human Services, Hawaii Public Housing Authority, whose mailing address is 1022 North School Street, Honolulu, Hawaii 96817 is

hereinafter called "LESSEE."

W I T N E S S E T H:

WHEREAS, under section 204(a)(2) of the Hawaiian Homes Commission Act of 1920, as amended ("Act"), and section 10-4-1 of the Hawaii Administrative Rules, as amended, the Department of Hawaiian Home Lands, as LESSOR, is authorized to dispose of available lands not required for leasing to native Hawaiians under section 207(a) of the Act by lease on the same terms, conditions, restrictions, and uses applicable to the disposition of public lands pursuant to Chapter 171, Hawaii Revised Statutes ("HRS"); and

WHEREAS, the LESSOR has determined that the land described below is not immediately needed for leasing to native Hawaiians; and

WHEREAS, pursuant to section 171-95, HRS, the LESSOR may lease lands by direct negotiation, and without recourse to public auction, to government agencies for terms up to, but not in excess of 65 years, at such rental and on such other terms and conditions as the Hawaiian Homes Commission ("Commission") may determine; and

WHEREAS, the LESSEE has requested a lease of Hawaiian home lands in Waianae, island of Oahu to construct and operate a transitional housing project and community center, in furtherance of Governor Linda Lingie's emergency proclamation to assist with the current homeless situation on the Leeward coast; and

WHEREAS, the LESSOR has determined that leasing this land to the LESSEE will assist the LESSEE in effectuating its purpose, and be of benefit to the LESSOR's beneficiaries; and

After Recordation Return by: Mail (X) Pickup () To:

Kaipo Duncan, Land Agent
Land Management Division
Department of Hawaiian Home Lands
P.O. Box 1879
Honolulu, HI 96805

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

GENERAL LEASE NO. 283

between

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

and

STATE OF HAWAII

HAWAII PUBLIC HOUSING AUTHORITY

covering

HAWAIIAN HOME LANDS

situate at

Waianae, Hawaii

Tax Map Key No. (1)8-7-10:007 (por)

Exhibit A
Item No. F-3

WHEREAS, the LESSOR has determined that this lease satisfies the requirements of the Act.

NOW THEREFORE, in consideration of the terms, covenants and conditions herein contained, all on the part of the LESSEE to be kept, observed and performed, does lease to the LESSOR, and the LESSOR does lease from the LESSOR, the premises located at Waiānane, island of Oahu, Hawaii, Tax Map Key No. (1) 8-7-10:07 (portion), comprising of approximately six (6) acres of Hawaiian Home lands, shown on the map marked Exhibit "A," attached hereto and made a part hereof ("Premises"), and to the following reserved rights:

(1) Minerals and waters.

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

b. All surface waters, ground waters, and water systems, appurtenant to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the demised Premises as may be required in the exercise of this right reserved.

c. As a condition precedent to the exercise by the LESSOR of any rights reserved in this paragraph 1, just compensation shall be paid to the LESSOR for any of the LESSOR's improvements taken which amount is to be determined in the manner set forth in paragraph 3.

(2) Prehistoric and historic remains. All prehistoric and historic remains, including without limitation places, objects or specimens, if any, which may be on the Premises, together with the right at all times to enter the Premises for the purpose of

searching, exploring for and conducting research on objects, antiquities and specimens, of Hawaiian or other ancient art or handicraft or prehistoric, historic or archeological interest, and removing the same for preservation.

(3) Withdrawal. The right to withdraw all or any portion of the Premises for any public purpose (including but not limited to agricultural park development), and also reserves the right to withdraw any portion of the demised Premises for other than a public use, which demised Premises shall, at the time of withdrawal, constitute an economic unit, provided, that, the portion not withdrawn shall also be an economic unit. The right to withdraw reserved under this paragraph 3 shall be exercised only after a minimum one (1) years prior written notice is given to the LESSOR. The LESSOR will be entitled to compensation for those improvements made by the LESSOR on any portion of the premises withdrawn which have been approved by the LESSOR in an amount equal to the proportionate value of the LESSOR's improvements so withdrawn in the proportion that it bears to the unexpired term of the lease, provided, that the LESSOR may, in the alternative, remove or relocate its improvements to the remainder of the demised Premises occupied by the LESSOR.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances belonging or appertaining to the LESSOR for the terms as defined below, unless the term shall be sooner terminated as provided in this lease, the LESSOR yielding and paying therefore all taxes, rates, assessments, and other charges hereunder payable by the LESSOR during the term as provided in the lease, on the following terms and conditions:

1. Term. The term of this lease shall be for ten (10) years, commencing on the 16th day of October 2008 up to and including the 15th day of October 2018, unless sooner terminated as hereinafter provided. This start date may change relative to the date that LESSOR receives ownership to the subject property. In the event of changes the end date will change accordingly to provide for a period of ten (10) years. Prior to the expiration of this lease, the parties may extend the lease period by mutual written agreement.

2. Rent. The rent for the entire term of this lease shall be gratis.

3. Use. The LESSOR shall use the Premises for the 80-unit "Villages of Maali" transitional housing and community center project.

4. Quiet enjoyment. The LESSOR covenants and agrees with the LESSEE that, upon the LESSEE's observance and performance of the required terms, covenants and conditions contained in this lease, the LESSEE shall and may have, hold, possess and enjoy the Premises for the term of the lease, without hindrance or interruption by the LESSOR or any other person or persons lawfully claiming by, through or under it.

5. Utility services. The LESSEE shall pay, or cause to be paid, all charges, duties, rates and, other outgoings of every description, including water, sewer, gas, refuse collection, relocation of utility poles and lines or any other charges, as to which the Premises or any part, or any improvements, or the LESSOR or the LESSEE may become liable for during the term, whether assessed to or payable by the LESSOR or the LESSEE.

6. Issuance and relocation of utility easements. (a) The LESSEE may request an easement for utility purposes or relocation of an existing utility easement, and, if so approved by the LESSOR, the LESSEE shall pay all costs related to the issuance and installation of a new utility easement or relocation of an existing utility easement. (b) The LESSOR may issue utility easements or relocate existing utility easements without the LESSEE'S approval, provided that the issuance or relocation thereof does not unreasonably interfere with the LESSEE'S use of the Premises. In such event, the LESSOR shall pay for all costs related to the issuance and installation of a new utility easement or relocation of an existing easement, unless the issuance or relocation is done at the request of a utility company, in which case the utility company shall pay all related costs.

7. Sanitation, etc. The LESSEE shall keep the premises and improvements in a strictly clean, sanitary and orderly condition.

8. Waste and unlawful, improper or offensive use of premises. The LESSEE shall not strip or commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the LESSOR, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the premises.

9. Compliance with laws. The LESSEE shall, if applicable, comply with the requirements of any municipal, state and federal authorities and observe all municipal ordinances and state and federal statutes applicable to the premises.

10. Inspection of premises. The LESSEE will permit the LESSOR and its agents, at all reasonable times so as to cause as little interference with the LESSEE'S use of the Premises as is reasonably possible, to enter into and upon the Premises to inspect and examine the same and determine the state of repair and condition thereof, including, without limitation, the right to inspect the LESSEE'S records regarding compliance with all applicable rules and regulations.

11. Lessor's approval of improvements. The LESSEE shall not at any time during the term construct, place, maintain and install on the Premises any building, structure or improvement of any kind and description except with the prior written consent of the LESSOR and upon those conditions the LESSOR may impose, unless otherwise provided in the lease. The LESSEE may make nonstructural alterations not exceeding Twenty-Five thousand Dollars (\$25,000.00) in cumulative costs per alteration during the term of this lease without the LESSOR'S consent. The LESSEE shall own these improvements until the expiration or termination pursuant to a breach of the lease, at which time the ownership shall automatically vest in the LESSOR.

12. Repairs to improvements. The LESSEE shall, at its own expense, keep, repair and maintain all buildings and other improvements now existing or hereafter constructed or installed on the Premises in good order, condition and repair, reasonable wear and tear excepted.

13. Assignments, etc. The LESSEE shall not transfer or assign this lease or any interest, either voluntarily or by operation of law; any unauthorized transfer or assignment shall be null and void; provided that, with the prior written approval of the LESSOR, the assignment and transfer of this lease or any portion thereof may be made if it is to the governmental or corporate successor of the LESSEE.

14. Subletting. The LESSEE shall not rent or sublet the whole, or any part of, the Premises except to other non-profit organizations sharing common goals and serving similar functions as the LESSEE, and with the prior written approval of LESSOR.

If this paragraph is violated, the LESSEE shall relinquish all sublease rents collected from the Premises.

15. Termination. At the end of, or at earlier termination of this lease, the LESSEE shall peaceably deliver unto the LESSOR possession of the Premises, together with all buildings and other improvements of whatever nature or name, now or hereafter erected or placed upon same, in good order and condition, reasonable wear and tear excepted. Furthermore, should the LESSEE, upon the

expiration, termination, and/or revocation of this lease, fail to remove any and all of its personal property from the premises, after notice thereof, the LESSOR may remove any and all personal property from the premises and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of the LESSOR, and the LESSOR does agree to pay all costs and expenses for the disposal, removal, and/or storage of the personal property.

16. Non-warranty. The LESSOR does not warrant the conditions of the Premises, as the same is leased "as is."

17. Abandonment by Lessee. The LESSOR agrees that, should the LESSOR breach this lease and abandon the premises, this lease shall continue in effect so long as the LESSOR does not terminate the lease or the LESSOR's right to possession. The LESSOR may enforce all of its rights and remedies under this lease. Further, the LESSOR need not mitigate its damages in the event the LESSOR abandons the premises and the LESSOR hereby expressly agrees to make the LESSOR whole in accordance with the terms of this lease.

18. Hazardous Materials Claims. The LESSOR shall immediately advise the LESSOR in writing of:

a) Any and all actual, alleged or threatened discharge, dispersal, release, escape, disposal or presence of pollutants or Hazardous Materials on, under or about the Premises, except such discharge, release or presence done in strict compliance with all applicable Hazardous Materials laws and used by the LESSOR on the premises in connection with the uses permitted by this lease.

b) Any and all enforcement, clean up, removal, mitigation, remediation or other governmental or regulatory actions instituted, contemplated or threatened pursuant to any Hazardous Materials laws affecting the premises;

c) Any and all written claims made or threatened by any third party against the LESSOR or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (a), (b) and (c) above are hereinafter referred to as "Hazardous Materials Claims"); and

d) The LESSOR's discovery of any occurrence or condition on the premises which could subject the LESSOR, LESSOR or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any Hazardous Materials Laws.

All Hazardous Material Claims shall be promptly investigated, and, if appropriate, remediated by an environmental consultant selected by the LESSOR and approved by the LESSOR, who shall perform all investigations, sampling and tests to the reasonable satisfaction of the LESSOR. The LESSOR shall have the right to join and participate in, as a party if it so elects, any settlements, remedial actions, legal proceedings or actions initiated in connection with any Hazardous Materials Claims. The LESSOR may participate in the investigation either directly or through one or more designated agents, employees, consultants or contractors, and shall have access to all information, raw data, opinions and test results generated by the investigation. With respect to any liability or potential liability under this Section 25 (Hazardous Materials), the LESSOR shall be responsible for damages and injury to the extent that the LESSOR's liability for such damage or injury has been determined by a court or otherwise agreed to by the LESSOR. The LESSOR shall pay for such damage or injury to the extent permitted by law and, provided that funds are appropriated, allotted or otherwise properly made available for that purpose. The LESSOR shall require the Developer, the Sub-lessee, any other sub-lessees, (except if such sub-lessee is the LESSOR or other State of Hawai'i government entities) to be responsible for any loss, damage, cost, expense, lien or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal or presence of Hazardous Materials on, under or about the Premises by or through the LESSOR, Developer, and/or Sub-lessee, including without limitation the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plans.

19. Dispute Resolution. Except as otherwise expressly provided in this lease, all disputes between the LESSOR and the LESSOR under this lease shall be subject to the provisions of §7 19 this paragraph §7.19.

a) Notice. The party seeking relief or resolution of any dispute under this lease shall deliver to the other a written notice of the dispute, which notice shall provide a detailed explanation of the alleged dispute or matter for resolution ("Dispute Notice"). Following the delivery and receipt of the Dispute Notice, the parties shall attempt, in good faith, to resolve such dispute.

b) Submission to the Commission Chairman and Chairman of the HPIA Board of Directors. If, after the fifteenth (15th) calendar day following the delivery of the Dispute Notice, the parties have not been able to resolve the dispute which is the

subject of the Dispute Notice, either party may request, in writing, a meeting between the Commission Chairman and the Chairman of the HPHA Board of Directors ("HPHA Chairman"). Within 48 hours following the receipt of said request, the parties shall schedule a meeting between the Commission Chairman and the HPHA Chairman, or their designees, which meeting shall take place as soon as practicable, but not later than 30 days following the request for such meeting.

(1) Presentations. At such meeting, the LESSOR and the LESSEE shall present their opinions with respect to the subject matter of the disputes and the cause of the said dispute for resolution to the Commission Chairman and the HPHA Chairman (or their designees) and respond to questions.

(2) Decision. The Commission Chairman and the HPHA Chairman (or their designees) shall thereupon render a decision with regard to the dispute.

c) Governor's Decision. Should the Commission Chairman and the HPHA Chairman, or their designees, fail to agree, the matter will be submitted to the Governor for resolution.

d) Decision Binding. A decision or resolution of any dispute in the manner set forth in this paragraph 19 shall be binding on the LESSOR and the LESSEE. The decision of the Governor shall constitute a final determination of the matter, and shall not be appealable or otherwise subject to court challenge.

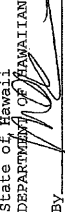
20. Hawaii Law. This lease shall be construed, interpreted, and governed by the laws of the State of Hawaii.

21. Exhibits - Incorporation in Lease. All exhibits referred to are attached to this lease and are deemed incorporated by reference.

22. Partial invalidity. If any term, provision, covenant or condition of this lease should be held to be invalid, void or unenforceable, the remainder of this lease shall continue in full force and effect and shall in no way be affected, impaired or invalidated thereby.

23. Special Conditions. Upon termination of the lease, all on-site building improvements shall revert to the LESSOR, free and clear of all liens and defects.

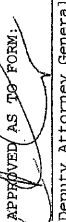
IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed as of the day and year first above written.

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS
By: 
Micah A. Kane, Chairman
Hawaiian Homes Commission

LESSOR

APPROVED BY THE HAWAIIAN HOMES COMMISSION
AT ITS AUGUST 19, 2008 MEETING

APPROVED AS TO FORM:

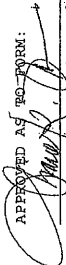

Deputy Attorney General
State of Hawaii

State of Hawaii
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY

By: 

LESSEE

APPROVED AS TO FORM:


Deputy Attorney General
State of Hawaii

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

On this 18th day of November, 2008, before me appeared MICAH A. KANE, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Hawaiian Homes Commission and the person who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein set forth.



Abigail L. Tubera
Notary Public, State of Hawaii
ABIGAIL L. TUBERA
Print Name of Notary Public
My commission expires: 11/21/12

Doc. Date: 11/18/08 # Pages: 12
Notary Name: Abigail L. Tubera First Circuit
Doc. Description: 64, 283 between
OWHL & 44 Public Hous. Authority
Notary Signature: [Signature] 11/18/08
Date

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

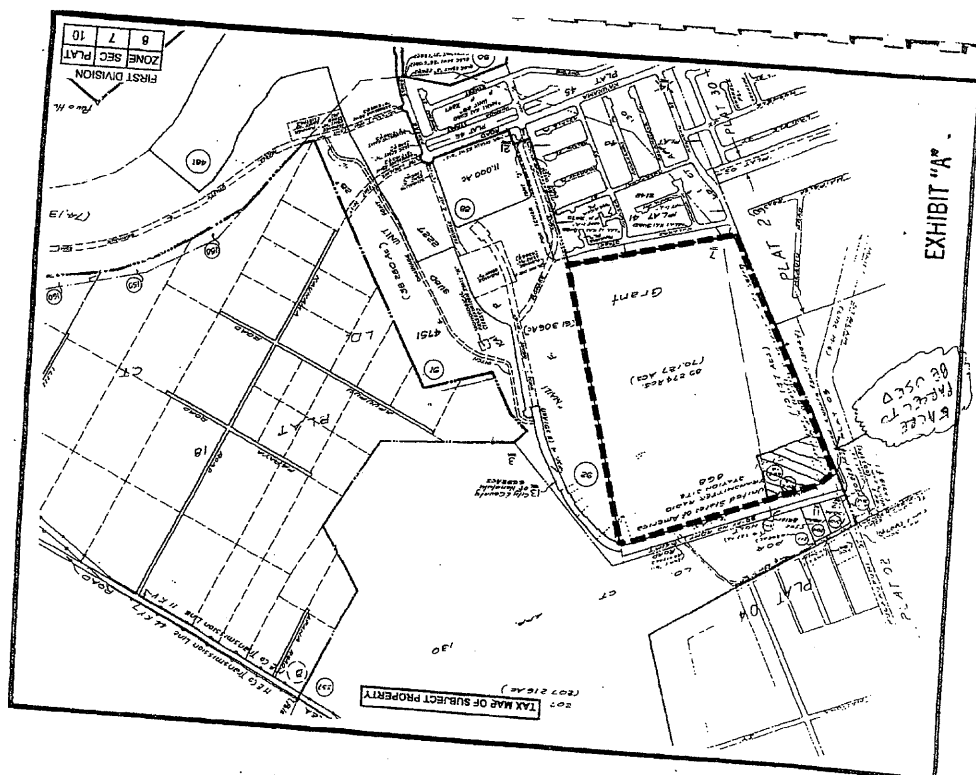
On this 18th day of December, 2008 before me appeared Chad K. Taniguchi to me personally known, who being by me duly sworn, did say that he is the Executive Director of the Hawaii Public Housing Authority and signed on behalf of the corporation by authority of its Board of Directors, and the officer acknowledged the instrument to be the free act and deed of the corporation.



Michelle Y. Kim
Notary Public, State of Hawaii
Michelle Y. Kim
My commission expires: 12/24/12

Doc. Date: 12/08 # Pages: 12
Notary Name: Michelle Y. Kim First Circuit
Doc. Description: Public Hous. No. 283
OWHL & 44 Public Hous. Authority
Notary Signature: [Signature] 12/18/08
Date
My Commission Expires: 12/24/12

NOTARY CERTIFICATION



STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

October 15-16, 2018

To: Chairman and Members, Hawaiian Homes Commission
From: Peter "Kahana Albino, Jr., Acting LMD LDD Administrator *Ka*
Norman L. Sakamoto, LDD Administrator *NS*
Subject: Approval of one-year Lease Extension, General Lease No. 283, Hawaii Public Housing Authority - Ulu Ke Kukui Transitional Housing Program, Waianae, Oahu, TMK (1)87010030 (por.)

RECOMMENDED MOTION/ACTION

That the Hawaiian Homes Commission (HHC) approve a one-year lease extension of General Lease No. 283 to the Hawaii Public Housing Authority (HPHA), to allow the department time to promulgate administrative rules related to multi-family housing, and to solicit for a developer and/or new operator, subject to the following conditions:

1. The term shall be extended for an additional one (1)-year period, commencing November 25, 2018 and expiring November 24, 2019;
2. The term may be extended for additional terms in six-month increments;
3. All other terms and conditions of General Lease No. 283 shall continue and remain in full force and effect; and
4. The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

LOCATION

Waianae, Oahu identified as portion of Tax Map Key (1) 87010030.

AREA

Approximately six acres.

DISCUSSION

- 1 -

ITEM NO. F-2

Exhibit B
Item No. F-3

General Lease No. 283 (See Exhibit "A") was awarded to the State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency as Lessee, filed in the Office of the Department of Hawaiian Home Lands, and approved by the Hawaiian Homes Commission on August 19, 2008, for a term of ten (10) years commencing on October 16, 2008. The lease term was subsequently amended to commence on November 25, 2008 up to and including November 24, 2018.

The following are pertinent information on GL No. 283:

General Lessee: State of Hawaii Department of Human Services, Hawaii Public Housing Authority, a State of Hawaii agency
Location: Waianae, Island of O'ahu
Tax Map Key No.: (1)87010030 (por.)
Land Area: 6.0 Acre
Term: 10 years; 11/25/2008 – 11/24/2018
Annual Rental: Gratis
Character of Use: Transitional Housing and community center project

General Lease No. 283 was issued to HPHA for a transitional and affordable housing project in Waianae, Oahu, covering an area of approximately six (6.0) acres, more or less of an 89-acre parcel sometimes referred to as the former Voice of America site. The current lease term expires on November 24, 2018, but provides for an extension of the lease period by mutual written agreement.

In January 2018, DHHL requested HPHA confirm whether they intended to request an extension of the lease term (Exhibit B). On May 3, 2018, the Department of Human Services responded that they agree to a three-year extension (Exhibit C). In a subsequent conversation, they have agreed that a one-year extension would be appropriate.

The proposed extension of the General Lease would afford DHHL time needed to complete the rule making process for multi-family homestead leases and rentals, and to issue a Request for Proposals (RFP) for future use of the facilities by DHHL. Exhibit D is an approximate timeline illustrating how the two processes would proceed along parallel tracks.

DHHL is preparing a beneficiary survey to determine the best long-term use for the property. Items to be considered include: beneficiary demand for multi-family homestead leases and/or rental units; estimated mortgage and common area maintenance amounts for potential buyers/lessees; estimated rents based on operating and maintenance expenses; subsidies available to reduce rents; and uses for the classroom, kitchen, and office facilities. Based on the information gathered, DHHL will make a recommendation to the HHC whether the residential units should be sold with a homestead lease, or made available to beneficiaries as rental units. DHHL would then issue a RFP accordingly.

- 2 -

ITEM NO. F-2

If DHHL takes possession upon expiration of the current lease term in November, important services to the public would be terminated, and the facilities would be subject to vandalism and lack of maintenance until a developer/operator is selected and contracted.

RECOMMENDATION:

The Land Management Division and Land Development Division respectfully requests approval of the motion as stated

ITEM NO. F-2

After Recordation Return by: Mail (X) Pickup () To:

Kaijo Duncan, Land Agent
Land Management Division
Department of Hawaiian Home Lands
P.O. Box 1879
Honolulu, HI 96805

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

GENERAL LEASE NO. 283

between

STATE OF HAWAII

DEPARTMENT OF HAWAIIAN HOME LANDS

and

STATE OF HAWAII

HAWAII PUBLIC HOUSING AUTHORITY

covering

HAWAIIAN HOME LANDS

situate at

Maialaue, Hawaii

Tax Map Key No. (1)8-7-10:007 (por)

Exhibit "A"
Item No. F-2

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

GENERAL LEASE NO. 283

THIS INDENTURE OF LEASE, made this 18th day of December, 2008, but effective ~~October 16~~ 2008, between the State of Hawaii, by its DEPARTMENT OF HAWAIIAN HOME LANDS, whose principal place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii 96707, and post office address is P. O. Box 1879, Honolulu, Hawaii 96805, hereinafter called "LESSOR," and State of Hawaii, Department of Human Services, Hawaii Public Housing Authority, whose mailing address is 1002 North School Street, Honolulu, Hawaii 96817 is hereinafter called "LESSEE."

W I T N E S S E T H:

WHEREAS, under section 204(a)(2) of the Hawaiian Homes Commission Act of 1920, as amended ("Act"), and section 10-4-1 of the Hawaii Administrative Rules, as amended, the Department of Hawaiian Home Lands, as LESSOR, is authorized to dispose of available lands not required for leasing to native Hawaiians under section 207(a) of the Act by lease on the same terms, conditions, restrictions, and uses applicable to the disposition of public lands pursuant to Chapter 171, Hawaii Revised Statutes ("HRS"); and

WHEREAS, the LESSOR has determined that the land described below is not immediately needed for leasing to native Hawaiians; and

WHEREAS, pursuant to section 171-95, HRS, the LESSOR may lease lands by direct negotiation, and without recourse to public auction, to government agencies for terms up to, but not in excess of 65 years, at such rental and on such other terms and conditions as the Hawaiian Homes Commission ("Commission") may determine; and

WHEREAS, the LESSEE has requested a lease of Hawaiian home lands in Waianae, island of Oahu to construct and operate a transitional housing project and community center, in furtherance of Governor Linda Lingle's emergency proclamation to assist with the current homeless situation on the leeward coast; and

WHEREAS, the LESSOR has determined that leasing this land to the LESSEE will assist the LESSEE in effectuating its purpose, and be of benefit to the LESSOR'S beneficiaries; and

WHEREAS, the LESSOR has determined that this lease satisfies the requirements of the Act.

NOW THEREFORE, in consideration of the terms, covenants and conditions herein contained, all on the part of the LESSEE to be kept, observed and performed, does lease to the LESSEE, and the LESSEE does lease from the LESSOR, the premises located at Waianae, island of Oahu, Hawaii, Tax Map Key No. (1) 8-7-10:07 (portion), comprising of approximately six (6) acres of Hawaiian Home Lands, shown on the map marked Exhibit "A," attached hereto and made a part hereof ("Premises"), and to the following reserved rights:

(1) Minerals and waters.

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

b. All surface waters, ground waters, and water systems, appurtenant to the Premises and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the demised Premises as may be required in the exercise of this right reserved.

c. As a condition precedent to the exercise by the LESSOR of any rights reserved in this paragraph 1, just compensation shall be paid to the LESSEE for any of the LESSEE'S improvements taken which amount is to be determined in the manner set forth in paragraph 3.

(2) Prehistoric and historic remains. All prehistoric and historic remains, including without limitation places, objects or specimens, if any, which may be on the Premises, together with the right at all times to enter the Premises for the purpose of

searching, exploring for and conducting research on objects, antiquities and specimens, of Hawaiian or other ancient art or handicraft or prehistoric, historic or archeological interest, and removing the same for preservation.

(3) Withdrawal. The right to withdraw all or any portion of the Premises for any public purpose (including but not limited to agricultural park development), and also reserves the right to withdraw any portion of the demised Premises for other than a public use, which demised Premises shall, at the time of withdrawal, constitute an economic unit, provided, that, the portion not withdrawn shall also be an economic unit. The right to withdraw reserved under this paragraph 3 shall be exercised only after a minimum one (1) years prior written notice is given to the LESSEE. The LESSEE will be entitled to compensation for those improvements made by the LESSEE on any portion of the Premises withdrawn which have been approved by the LESSOR in an amount equal to the proportionate value of the LESSEE'S improvements so withdrawn in the proportion that it bears to the unexpired term of the lease; provided, that the LESSEE may, in the alternative, remove or relocate its improvements to the remainder of the demised Premises occupied by the LESSEE.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances belonging or appertaining to the LESSEE for the terms as defined below, unless the term shall be sooner terminated as provided in this lease, the LESSEE yielding and paying therefore all taxes, rates, assessments, and other charges hereunder payable by the LESSEE during the term as provided in the lease, on the following terms and conditions:

1. Term. The term of this lease shall be for ten (10) years, commencing on the 16th day of October 2008 up to and including the 15th day of October 2018, unless sooner terminated as hereinafter provided. This start date may change relative to the date that LESSOR receives ownership to the subject property. In the event of changes the end date will change accordingly to provide for a period of ten (10) years. Prior to the expiration of this lease, the parties may extend the lease period by mutual written agreement.

2. Rent. The rent for the entire term of this lease shall be gratis.

3. Use. The LESSEE shall use the Premises for the 80-unit "Villages of Maui" transitional housing and community center project.

4. Quiet enjoyment. The LESSOR covenants and agrees with the LESSEE that, upon the LESSEE'S observance and performance of the required terms, covenants and conditions contained in this lease, the LESSEE shall and may have, hold, possess and enjoy the Premises for the term of the lease, without hindrance or interruption by the LESSOR or any other person or persons lawfully claiming by, through or under it.

5. Utility services. The LESSEE shall pay, or cause to be paid, all charges, duties, rates and, other outgoings of every description, including water, sewer, gas, refuse collection, relocation of utility poles and lines or any other charges, as to which the Premises or any part, or any improvements, or the LESSOR or the LESSEE may become liable for during the term, whether assessed to or payable by the LESSOR or the LESSEE.

6. Issuance and relocation of utility easements. (a) The LESSEE may request an easement for utility purposes or relocation of an existing utility easement and, if so approved by the LESSOR, the LESSEE shall pay all costs related to the issuance and installation of a new utility easement or relocation of an existing utility easement. (b) The LESSOR may issue utility easements or relocate existing utility easements without the LESSEE'S approval, provided that the issuance or relocation thereof does not unreasonably interfere with the LESSEE'S use of the Premises. In such event, the LESSOR shall pay for all costs related to the issuance and installation of a new utility easement or relocation of an existing easement, unless the issuance or relocation is done at the request of a utility company, in which case the utility company shall pay all related costs.

7. Sanitation, etc. The LESSEE shall keep the premises and improvements in a strictly clean, sanitary and orderly condition.

8. Waste and unlawful, improper or offensive use of premises. The LESSEE shall not strip or commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the LESSOR, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on the premises.

9. Compliance with laws. The LESSEE shall, if applicable, comply with the requirements of any municipal, state and federal authorities and observe all municipal ordinances and state and federal statutes applicable to the premises.

10. Inspection of premises. The LESSEE will permit the Lessor and its agents, at all reasonable times so as to cause as little interference with the LESSEE'S use of the Premises as is reasonably possible, to enter into and upon the Premises to inspect and examine the same and determine the state of repair and condition thereof, including, without limitation, the right to inspect the LESSEE'S records regarding compliance with all applicable rules and regulations.

11. Lessor's approval of improvements. The LESSEE shall not at any time during the term construct, place, maintain and install on the Premises any building, structure or improvement of any kind and description except with the prior written consent of the Lessor and upon those conditions the Lessor may impose, unless otherwise provided in the lease. The LESSEE may make nonstructural alterations not exceeding Twenty-Five Thousand Dollars (\$25,000.00) in cumulative costs per alteration during the term of this lease without the Lessor's consent. The LESSEE shall own these improvements until the expiration or termination pursuant to a breach of the lease, at which time the ownership shall automatically vest in the Lessor.

12. Repairs to improvements. The LESSEE shall, at its own expense, keep, repair and maintain all buildings and other improvements now existing or hereafter constructed or installed on the Premises in good order, condition and repair, reasonable wear and tear excepted.

13. Assignments, etc. The LESSEE shall not transfer or assign this lease or any interest, either voluntarily or by operation of law; any unauthorized transfer or assignment shall be null and void; provided that, with the prior written approval of the Lessor, the assignment and transfer of this lease or any portion thereof may be made if it is to the governmental or corporate successor of the LESSEE.

14. Subletting. The LESSEE shall not rent or sublet the whole, or any part of, the Premises except to other non-profit organizations sharing common goals and serving similar functions as the LESSEE, and with the prior written approval of Lessor.

If this paragraph is violated, the LESSEE shall relinquish all sublease rents collected from the Premises.

15. Termination. At the end of, or at earlier termination of this lease, the LESSEE shall peacefully deliver unto the Lessor possession of the Premises, together with all buildings and other improvements of whatever nature or name, now or hereafter erected or placed upon same, in good order and condition, reasonable wear and tear excepted. Furthermore, should the LESSEE, upon the

expiration, termination, and/or revocation of this lease, fail to remove any and all of its personal property from the Premises, after notice thereof, the LESSOR may remove any and all personal property from the Premises and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of the LESSEE, and the LESSEE does agree to pay all costs and expenses for the disposal, removal, and/or storage of the personal property.

16. Non-warranty. The LESSOR does not warrant the conditions of the Premises, as the same is leased "as is."

17. Abandonment by Lessee. The LESSEE agrees that, should the LESSEE breach this lease and abandon the premises, this lease shall continue in effect so long as the LESSOR does not terminate the lease or the LESSEE'S right to possession. The LESSOR may enforce all of its rights and remedies under this lease. Further, the LESSOR need not mitigate its damages in the event the LESSEE abandons the Premises and the LESSEE hereby expressly agrees to make the LESSOR whole in accordance with the terms of this lease.

18. Hazardous Materials Claims. The LESSEE shall immediately advise the LESSOR in writing of:

a) Any and all actual, alleged or threatened discharge, dispersal, release, escape, disposal or presence of pollutants or Hazardous Materials on, under or about the Premises, except such discharge, release or presence done in strict compliance with all applicable Hazardous Materials Laws and used by The LESSEE on the Premises in connection with the uses permitted by this lease.

b) Any and all enforcement, clean up, removal, mitigation, remediation or other governmental or regulatory actions instituted, contemplated or threatened pursuant to any Hazardous Materials Laws affecting the premises;

c) Any and all written claims made or threatened by any third party against the LESSEE or the Premises relating to damage, contribution, cost recovery, compensation, loss or injury resulting from any Hazardous Materials (the matters set forth in clauses (a), (b) and (c) above are hereinafter referred to as "Hazardous Materials Claims"); and

d) The LESSEE'S discovery of any occurrence or condition on the Premises which could subject the LESSEE, LESSOR or the Premises to any restrictions on ownership, occupancy, transferability or use of the Premises under any Hazardous Materials Laws.

All Hazardous Material Claims shall be promptly investigated, and, if appropriate, remediated by an environmental consultant selected by the LESSEE and approved by the LESSOR, who shall perform all investigations, sampling and tests to the reasonable satisfaction of the LESSOR. The LESSOR shall have the right to join and participate in, as a party, if it so elects, any settlements, remedial actions, legal proceedings or actions initiated in connection with any Hazardous Materials Claims. The LESSOR may participate in the investigation either directly or through one or more designated agents, employees, consultants or contractors, and shall have access to all information, raw data, opinions and test results generated by the investigation. With respect to any liability or potential liability under this Section 25 (Hazardous Materials), the LESSEE shall be responsible for damages and injury to the extent that the LESSEE's liability for such damage or injury has been determined by a court or otherwise agreed to by the LESSEE. The LESSEE shall pay for such damage or injury to the extent permitted by law and, provided that funds are appropriated, allotted or otherwise properly made available for that purpose. The LESSEE shall require the Developer, the Sub-lessee, any other sub-lessees, (except if such sub-lessee is the LESSEE or other State of Hawaii government entities) to be responsible for any loss, damage, cost, expense, lien or liability directly or indirectly arising out of or attributable to the use, generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal or presence of Hazardous Materials, on, under or about the premises by or through the LESSEE, Developer, and/or Sub-lessee, including without limitation the costs of any required or necessary repair, cleanup or detoxification of the Premises, and the preparation and implementation of any closure, remedial or other required plans.

19. Dispute Resolution. Except as otherwise expressly provided in this lease, all disputes between the LESSOR and the LESSEE under this lease shall be subject to the provisions of C7 this paragraph 19.

a) Notice. The party seeking relief or resolution of any dispute under this lease shall deliver to the other a written notice of the dispute, which notice shall provide a detailed explanation of the alleged dispute or matter for resolution ("Dispute Notice"). Following the delivery and receipt of the Dispute Notice, the parties shall attempt, in good faith, to resolve such dispute.

b) Submission to the Commission Chairman and Chairman of the HPHA Board of Directors. If, after the fifteenth (15th) calendar day following the delivery of the Dispute Notice, the parties have not been able to resolve the dispute which is the

subject of the Dispute Notice, either party may request, in writing, a meeting between the Commission Chairman and the Chairman of the HPHA Board of Directors ("HPHA Chairman"). Within 48 hours following the receipt of said request, the parties shall schedule a meeting between the Commission Chairman and the HPHA Chairman, or their designees, which meeting shall take place as soon as practicable, but not later than 30 days following the request for such meeting.

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(2) Decision. The Commission Chairman and the HPHA Chairman (or their designees) shall thereupon render a decision with regard to the dispute.

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20. Hawaii Law. This lease shall be construed, interpreted, and governed by the laws of the State of Hawaii.

21. Exhibits - Incorporation in lease. All exhibits referred to are attached to this lease and are deemed incorporated by reference.

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23. Special Conditions. Upon termination of the lease, all on-site building improvements shall revert to the LESSOR, free and clear of all liens and defects.

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

State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS
By [Signature]
Micah A. Kane, Chairman
Hawaiian Homes Commission

LESSOR

APPROVED BY THE HAWAIIAN HOMES COMMISSION
AT ITS AUGUST 19, 2008 MEETING

APPROVED AS TO FORM:
[Signature]
Deputy Attorney General
State of Hawaii

State of Hawaii
DEPARTMENT OF HUMAN SERVICES
HAWAII PUBLIC HOUSING AUTHORITY

By [Signature]

LESSEE

APPROVED AS TO FORM:
[Signature]
Deputy Attorney General
State of Hawaii

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

On this 18th day of November, 2008, before me appeared MICAH A. KANE, to me personally known, who, being by me duly sworn, did say that he is the Chairman of the Hawaiian Homes Commission and the person who executed the foregoing instrument and acknowledged to me that he executed the same freely and voluntarily for the use and purposes therein set forth.



Abigail L. Tubera
Notary Public, State of Hawaii
ABIGAIL L. TUBERA
Print Name of Notary Public
My commission expires: 11/12/12

Doc. Date: 11/12/08 # Pages: 12
Notary Name: Abigail L. Tubera - First Circuit
Doc. Description: 64-283-6040-1-1
CHAL + 1st Public Hsg. Authority
[Signature] 11/12/08
Notary Signature Date

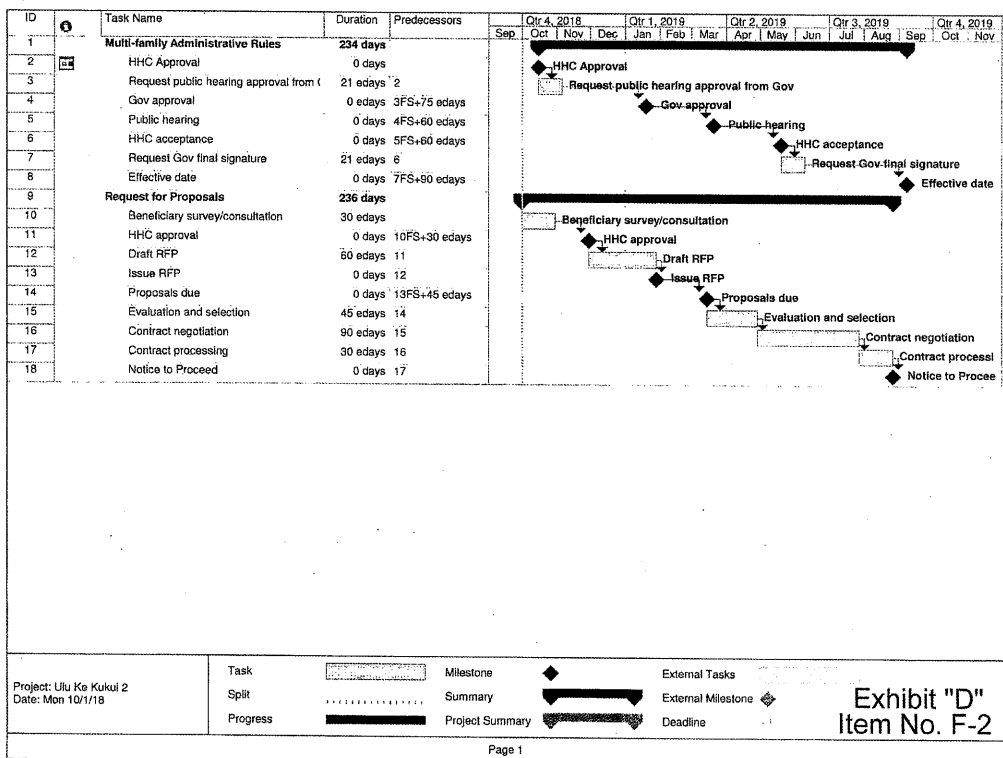
STATE OF HAWAII)
) SS
 CITY AND COUNTY OF HONOLULU)

On this 18th day of December, 2008 before me appeared Chad K. Taniguchi to me personally known, who being by me duly sworn, did say that he is the Executive Director of the Hawaii Public Housing Authority and signed on behalf of the corporation by authority of its Board of Directors, and the officer acknowledged the instrument to be the free act and deed of the corporation.



Michelle Y. Kim
 Notary Public, State of Hawaii
 My commission expires: 8/24/12

Date: 12/18/08 # Pages: 12
 Doc. Description: Final Count
Deed to Public Housing Authority No. 282
Tract 11, E-11, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 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2017, 2018, 2019, 2020, 2021, 2022, 2023, 2024, 2025, 2026, 2027, 2028, 2029, 2030, 2031, 2032, 2033, 2034, 2035, 2036, 2037, 2038, 2039, 2040, 2041, 2042, 2043, 2044, 2045, 2046, 2047, 2048, 2049, 2050, 2051, 2052, 2053, 2054, 2055, 2056, 2057, 2058, 2059, 2060, 2061, 2062, 2063, 2064, 2065, 2066, 2067, 2068, 2069, 2070, 2071, 2072, 2073, 2074, 2075, 2076, 2077, 2078, 2079, 2080, 2081, 2082, 2083, 2084, 2085, 2086, 2087, 2088, 2089, 2090, 2091, 2092, 2093, 2094, 2095, 2096, 2097, 2098, 2099, 2100, 2101, 2102, 2103, 2104, 2105, 2106, 2107, 2108, 2109, 2110, 2111, 2112, 2113, 2114, 2115, 2116, 2117, 2118, 2119, 2120, 2121, 2122, 2123, 2124, 2125, 2126, 2127, 2128, 2129, 2130, 2131, 2132, 2133, 2134, 2135, 2136, 2137, 2138, 2139, 2140, 2141, 2142, 2143, 2144, 2145, 2146, 2147, 2148, 2149, 2150, 2151, 2152, 2153, 2154, 2155, 2156, 2157, 2158, 2159, 2160, 2161, 2162, 2163, 2164, 2165, 2166, 2167, 2168, 2169, 2170, 2171, 2172, 2173, 2174, 2175, 2176, 2177, 2178, 2179, 2180, 2181,



DAVID Y. JEE
GOVERNOR
STATE OF HAWAII
1555 KALANIANAʻOHE
DRIVE, SUITE 200
HONOLULU, HAWAII 96813



STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

P.O. BOX 179
HONOLULU, HAWAII 96818

JOSEPH M. MASAGATANI
HAWAIIAN HOUSING COMMISSION
WILLIAM J. ALFA, JR.
DIRECTOR OF HOUSING

January 4, 2018

To:
Hakim Oumassif, Executive Director
Hawaii Public Housing Authority

From:
Jobie M. K. Masagatani, Chairman
Hawaiian Homes Commission

Subject:
Ulu Ke Kuku Transitional Housing and Community Center
General Lease No. 283, Waiānae, Oahu, TMK (1) 8-7-10:007 (gov.)

General Lease No. 283 was issued to Hawaii Public Housing Authority to construct and operate a transitional housing project and community center on an approximately six-acre portion of Hawaiian Home Lands in Waiānae, Oahu. The lease expires on November 24, 2018, but contains a provision for extension of the term by mutual written agreement.

Department of Human Services, Homeless Program Office contracted with Alternative Structures International (ASI) to operate the site as a Transitional Housing Program, known as Ulu Ke Kuku, for homeless families with minor dependent children. ASI has informed us that the State Homeless Program's Office seems to prefer that DHHL lease directly to ASI. ... This means that it would not be an extension with HPHA/HPO, but directly with ASI."

Since the lease was issued pursuant to section 171-95, Hawaii Revised Statutes which authorizes the leasing of State lands by direct negotiation, and without recourse to public auction, to government agencies, a transfer and extension to a non-government entity would not be permissible.

Please confirm that Hawaii Public Housing Authority does not intend to request an extension of the lease term.

Should you have any questions, please contact me at 620-9501, or your staff may call Darrell Ing, Project Manager at 620-9276.

c: Alternative Structures International

Exhibit "B"
Item No. F-2

DAVID Y. JEE
GOVERNOR
STATE OF HAWAII



STATE OF HAWAII
DEPARTMENT OF HUMAN SERVICES

P.O. Box 338
Honolulu, Hawaii 96809-0338

May 3, 2018

Ms. Jobie M.K. Masagatani
Chair
Department of Hawaiian Home Lands
94-230 Leokane Street
Waipahu, HI 96797

Dear Chair Masagatani:

I am writing in regard to General Lease No. 283, which was issued to the Hawaii Public Housing Authority ("HPHA") to construct and operate a transitional shelter project and community center on Hawaiian Home Lands in Waiānae, Oahu, located at Tax Map Key (1) 8-7-10:007.

HPHA has requested the input of the Department of Human Services ("DHS") in regard to a potential extension of the lease agreement with the Department of Hawaiian Home Lands ("DHHL"), which is set to expire on November 24, 2018. DHS currently contracts for homeless services at this location.

After consultation with the DHS Homeless Programs Office, DHS agrees to a three-year extension of the lease, not to exceed November 24, 2021. If you have any questions regarding this letter or DHS homeless services at this location, please contact Harold Brackeen III, Homeless Programs Office Administrator, at (808) 586-7072.

Sincerely,

Barney Bhanot
Barney Bhanot
Director

c: Hawaii Public Housing Authority

AN EQUAL OPPORTUNITY AGENCY

Exhibit "C"
Item No. F-2

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
SECOND AMENDMENT TO GENERAL LEASE NO. 283

THIS SECOND AMENDMENT TO GENERAL LEASE NO. 283, dated this 2nd day of April, 2018, is made by and between the State of Hawaii, by its DEPARTMENT OF HAWAIIAN HOME LANDS, hereinafter "LESSOR," whose principle place of business is 91-5420 Kapolei Parkway, Kapolei, Hawaii, and whose mailing address is P. O. Box 1879, Honolulu, Hawaii 96805, and State of Hawaii, DEPARTMENT OF HUMAN SERVICES, HAWAII PUBLIC HOUSING AUTHORITY, a public body and body corporate and politic of the State of Hawaii, whose mailing and business address is 1002 North School Street, Honolulu, Hawaii 96817, hereinafter "LESSEE," collectively the "PARTIES," and amends that certain:

Department of Hawaiian Home Lands' General Lease No. 283, dated December 18, 2008, but made effective October 18, 2008, between the State of Hawaii, by its Department of Hawaiian Home Lands, as Lessor, and the State of Hawaii, by its Department of Human Services, Hawaii Public Housing Authority, (See Exhibit "A") as Lessee, unrecorded, which said General Lease was amended on the December 18, 2008 in which the document reflects that the ten (10) year term commence effectively as of November 25, 2018 and expire on November 24, 2018, (See Exhibit "B") unless sooner terminated as the lease terms provide, unrecorded.

WHEREAS, LESSOR agrees to grant a one (1) year extension so that the aggregate of the original ten (10) year term and the extended term span a total of eleven (11) years.

NOW THEREFORE, for and in consideration of the foregoing and mutual covenants, terms and conditions hereinafter provided, the parties, for and on behalf of themselves, their successors and assigns, do hereby agree to amend General Lease No. 283, as previously amended, as follows:

1. A one (1)-year lease extension is granted to afford LESSOR the time needed to (1) complete the rule making process for multi-family homestead leases and rentals, and to (2) issue a Request for Proposals (RFP) for future use of the facilities. Exhibit "C" is an approximate timeline illustrating how the two processes would proceed along parallel tracks.
2. The term of the Lease shall now expire on November 24, 2019, unless sooner terminated as the Lease terms provide.
3. This Second Amendment to General Lease No. 283 shall be effective upon full execution by both Parties.
4. The Chairman of the Hawaiian Homes Commission is authorized to set forth any additional terms and conditions which shall ensure and promote the purposes of the demised premises.

2nd Amendment to GL No. 283

AFTER RECORDATION RETURN BY: MAIL () PICK-UP ()

Affects Tax Map Key No.: (1) 8-7-010:007 (por.)

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS
LESSOR

SECOND AMENDMENT TO GENERAL LEASE NO. 283

STATE OF HAWAII
HAWAII PUBLIC HOUSING AUTHORITY
LESSEE


Exhibit "C"
Item No. F-3

5. All other terms and conditions of General Lease No. 283, as previously amended, shall continue and remain in full force and effect.

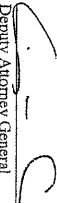
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SIGNATURE PAGE FOLLOWS]

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

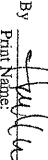
State of Hawaii
DEPARTMENT OF HAWAIIAN HOME LANDS

By 
Noble M. K. Masagaki, Chairman
Hawaiian Homes Commission

LESSOR

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

State of Hawaii
HAWAII PUBLIC HOUSING AUTHORITY

By 
Print Name: HAKINI OUNASI
Title: Executive Director

LESSEE

APPROVED AS TO FORM:

Deputy Attorney General
State of Hawaii

**HAWAIIAN HOMES COMMISSION
NOVEMBER 18 & 19, 2019
KULA, MAUI**

**G – ITEMS
PLANNING OFFICE**

STATE OF HAWAII
DEPARTMENT OF HAWAIIAN HOME LANDS

November 18-19, 2019

To: Chairman and Members, Hawaiian Homes Commission
From: Andrew H. Choy, Acting Planning Program Manager *AK*
Subject: For Information Only - Non-Traditional Homestead Award
Evaluation Report

Recommended Action

For information only. No action required.

Background

At its August 2019 community meeting in Hana on the island of Maui, the Hawaiian Homes Commission received several comments during public testimony from Hana beneficiaries regarding the desire to homestead in Hana. Several testifiers expressed a desire for DHHL to "just give them land" without having to wait for DHHL to receive CIP funding for infrastructure development and construct those improvements which can take as long as 6-8 years depending on the location. By DHHL providing Hana beneficiaries with "just the land", testifiers believed that this action would better benefit them as it would provide them with quicker access to the land and allow them to leave something for future generations in their family.

This request was similar to previous efforts DHHL made to provide "non-traditional" processes to award homestead leases in a more expedited manner. Wanting to learn from past DHHL experiences with awarding homestead leases through alternative processes, the HHC requested staff to present more information to this body regarding experiences and lessons learned from past "non-traditional" homestead awards. This submittal is in response to the HHC's August 2019 request.

In 2016-2017, DHHL initiated a programmatic evaluation of past "non-traditional" homestead awards and contracted with SMS Research to conduct the evaluation and document the evaluation results in a report (Exhibit A). The following is a summary of the report.

Discussion

For the purposes of this discussion, the term "Non-Traditional" Homestead Award relates to the following three specific types of awards that DHHL previously provided in an attempt to accelerate the homestead awards process:

Award Type	Years Awarded	Description
Acceleration Leases	1984-1987	This program was created to "accelerate" the awarding of homesteads to beneficiaries thereby reducing the number of applicants. The goal of the award was to award 2,500 homestead lots over the course of three years. This program included residential and agricultural awards some of which were unsubdivided lots with no improvements.
Kuleana Leases	1994	This program was designed for beneficiaries who wanted unimproved available pastoral awards that they would develop and manage on their own.
Undivided Interest Leases	2005-2007	This program was designed to award unimproved parcels of land to a group of beneficiaries without specifying the individual lot for each beneficiary within the larger parcel.

The methodology for this evaluation included the following:

- In-depth researching through DHHL files to bring together as much information as possible about the three programs. This process was conducted by Darrell Yagodich, formerly DHHL Planning Office Managers with 38-years of service;
- Four discussion groups were conducted with beneficiaries on the island of Maui:
 - Kahikinui, Pastoral Lessees
 - Waiohuli Unit 1, Accelerated Award Lessees
 - Waiolhuli, Undivided Interest Lessees
 - Kēōkea, Accelerated Agricultural Lessees
- An E-survey of Undivided Interest Lessees that had provided DHHL with email addresses.

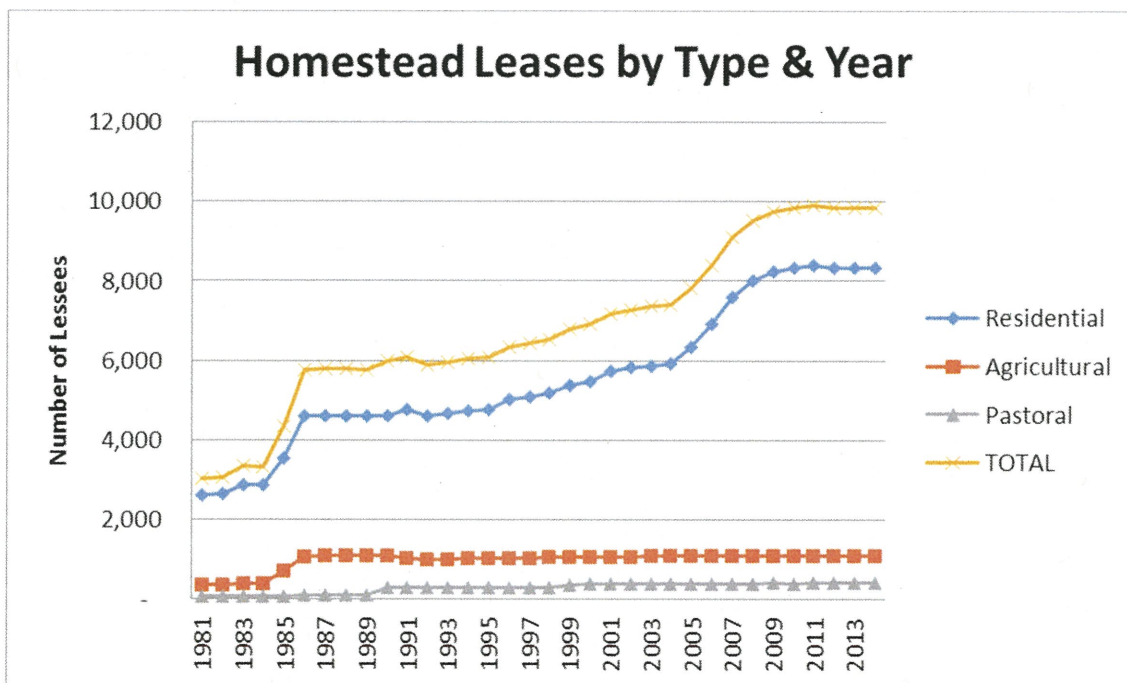
SMS reviewed the documentation provided and conducted the interviews, discussion groups, and E-survey. It should be noted that the primary source of feedback for this evaluation came from Maui beneficiaries due to limitations in time and funding for this

effort. The project team decided to focus on Maui since it is the only island that has all three types of non-traditional homestead award types. Future efforts to assess the effectiveness of these types of homestead awards could expand the evaluation to other islands.

The following discussion summarizes the strengths and weaknesses of each of the Non-Traditional Homestead Awards as well as common findings across all three types of awards.

Results and Findings

The major benefit of the Non-Traditional Homestead Awards was that the number of DHHL lessees increased at a faster rate than during those years when the focus was solely traditional awards. There has been a significant increase in the number of awards only during 1984-1987 and 2005-2007.



Acceleration Leases

Between 1984 and 1987, 2,629 leases were awarded statewide (1,671 residential, 731 agriculture, 227 pastoral), most as raw land. Use of these unimproved parcels by lessees, was delayed until funds could be secured for the lot infrastructure (roads, water, utilities) and subdivision to meet county standards. At the time, with the assumption of sufficient funding of \$25M per year for CIP that was identified by the Federal-State Task Force on the Hawaiian Homes Commission Act (Task Force) DHHL anticipated it would take 10-

years to complete planning, design, and construction of Acceleration lots. However, from 1981 to 1990 an average of \$8.38M was the annual state CIP funds appropriated to DHHL, significantly less than the recommended \$25M per year for DHHL CIP as identified by the Task Force.

As a result, the expectation to complete the construction of infrastructure for all accelerated lots in 10 years was not met by DHHL. Only 921 (35%) of accelerated lots have received infrastructure improvements within 10 years and to date over three decades later 89% of accelerated lots have received infrastructure improvements.

Strengths of Acceleration Lease Program:

- The Accelerated Program was one of the recommendations from the Task Force report. Non-traditional awards since the time of this report appear to be modeled on the Task Force recommendations.
- In the ten years after the awards were first made, 921 lots were improved and Lessees moved in. In prior years only about 50 homestead a years were awarded, therefore the 90+ a year of awards was an improvement in delivery of homestead awards (almost double).
- The awards ensured the 2,629 lessees that should they pass away, their award could be passed on to a family member. Beneficiaries on the waiting list do not have that benefit.
- Creating a pool of lessees in a particular area has enabled the lessees to come together and organize in order to lobby DHHL on their concerns and needs.

Weaknesses of Acceleration Lease Program:

- The successful implementation of the acceleration program was predicated upon a consistent source of sufficient CIP funding as recommended by the Task Force. In actuality, DHHL received (and continues to receive) varying amounts from the State and lending assistance from the Federal government. Fluctuating funding hinders implementation.
- There are still about 300 lessees who have not moved onto their awarded lot.
- DHHL communication with accelerated award lessees has been unclear about the nature of the award from the time the program began through today for those who have received an award but have not moved on to their property.

Kuleana Leases

In 1992, a native Hawaiian beneficiary group, Ka Ohana o Kahikinui (KOOK) took the initiative to develop the proposal "A

Conceptual Community Land Use Plan for the ahupuaa of Kahikinui" that became the foundation for Kuleana Hou that would provide beneficiaries with awards to settle on unimproved land. The plan addressed the lack of DHHL funding, the increased length of time to receive leases, and the need to accelerate homestead awards. The proposed process allowed for immediate use of unimproved land where beneficiaries were able to settle on the land and build homes, and, protect and restore natural and cultural resources. Kuleana Homestead Lands were envisioned as undeveloped parcels supported with minimal roadways to ensure access by homesteaders and emergency vehicles. No other infrastructure would be provided by DHHL.

In 1998, 76 Kuleana homestead leases were awarded in Kahikinui. In 2016, 12 parcels have dwelling units built upon them.

Strengths of Kuleana Lease Program:

- The concept of the Kuleana program was designed and promoted by DHHL beneficiaries. This is an example of DHHL responding to and enabling beneficiaries to pursue their plans;
- The typical process to improve raw land with infrastructure and to award a homestead lease can take up to 6-8 years or more. The Kuleana lease allowed more immediate use of unimproved land;
- Lessees that have moved onto the land have been able to build what they could afford and are slowly building a sustainable community;
- Kahikinui residents are passionate and ardent supporters of the independence Kuleana awards have given them. However, there are significant challenges lessees still face.

Weaknesses of Kuleana Lease Program:

- The size of the area lessees have kuleana over in addition to their homestead lease area has been challenging and made more challenging by the lack of full-time lessees residing in Kahikinui;
- A major challenge is helping beneficiaries to understand the effort required to create a sustainable community. DHHL needs to do a better job communicating the expectations of being a kuleana lessee and corresponding challenges with this type of lifestyle;
- For Kahikinui, the type of road DHHL provided was insufficient for the needs of the community given the challenging weather conditions and terrain;
- The unintended consequence of lots not being up to County standards has made it difficult for lessees to apply for and receive traditional loans;

- Lessees feel they do not have specific DHHL dedicated staff for them as their circumstances are unique and quite different from other homestead lessees;
- DHHL documentation of the implementation of the Kuleana leases is not adequate. No evaluation of the program was done in the five and 10-year marks making it difficult to ascertain how and what DHHL did during this time.

Undivided Interest Lease Program

To many beneficiaries, especially those who had waited 30-plus years for an award, was to ensure that they would have a successor for their award, even if they did not actually receive an award themselves. Recommendations were made to DHHL that a program should be developed to allow for successorship, but not to designate specific "metes & bounds" unless DHHL could actually deliver on the promised timetable.

Building on these discussions and lessons learned from the Acceleration Program a new program was envisioned that would:

- Enable elderly lessees to transfer their homestead award to a ¼ Hawaiian spouse, child or grandchild (possible as a Lessee, but not as an Applicant);
- Provide beneficiaries with sufficient time to be prepared financially to qualify for a home loan and be prepared for the challenges of home ownership;
- Provide motivation for the Lessee to remain engaged knowing they were to receive an award; and
- Keep the new lessees informed, engaged and motivated of project status and home ownership services.

DHHL awarded undivided interest (UI) leases to individuals for parcels to be subdivided and improved at a later time. Lessees have the right of successorship to transfer their leases.

Between 2005 and 2006 1,434 UI leases were awarded in seven communities with the goal that the house lots would be ready for occupancy within ten year or less. Between 2006 and 2010 662 lots were improved and ready for a house to be built. From 2011 to 2015 and additional 96 lots were improved. Therefore, in ten years, 53 percent of the lots had been improved. This was occurring at the same time other developments were taking place throughout the State not related to Undivided Interest Awards.

In 2010 a group of UI beneficiaries petitioned the Commission to prioritize UI Lessees in future award offerings - that these beneficiaries should be given first priority in any new developments being offered by DHHL. By September, 2015, 64 UI Lessees had taken advantage of this "relocation" option.

include the cost for setting up a water catchment system, solar electricity with a battery, and sewage infrastructure. Likewise it is critical to describe the community infrastructure that will be required such as types of roads, a means to combat fires, the challenges of weather and economic development.

6. Have an informed office/person for non-traditional lessees to speak with when they have questions or concerns, so this group does not fall between the gaps between DHHL Departments. Non-traditional Lessees do not know where to turn for assistance within DHHL. Ongoing communications with non-traditional lessees is very important because they have a high level of distrust and uncertainty.
7. At the start of a new State Administration, review promises made by prior Administrations. Plan for how these promises will be kept remembering that Beneficiaries are the "customer."
8. Ensure that all new programs have sufficient DHHL funding and staffing to enable them to be implemented efficiently and effectively.
9. Enable DHHL database to track non-Traditional Award beneficiaries even after they move onto their homestead. This would allow for better tracking and follow up with Beneficiaries.

Recommendation

For information only. No action required.



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NON-TRADITIONAL AWARDS EVALUATION

Prepared for the Department of Hawaiian Home Lands

February 7, 2017

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EXHIBIT "A"

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EXHIBIT “A”

Introduction

The Hawaiian Homes Commission Act (HHCA) states as its purpose: “to enable native Hawaiians to return to their lands in order to fully support self-sufficiency for native Hawaiians and the self-determination of native Hawaiians in the administration of this Act, and the preservation of the values, traditions, and culture of native Hawaiians.”

Within its strategic plan, one of its major strategic goals for DHHL is to “deliver diverse homesteading opportunities.” Over the years DHHL has primarily delivered single-family home awards in addition to some agricultural and pastoral awards. A major challenge has been that funding for the infrastructure for new communities and awards has been significantly less than needed and fluctuates over the years thereby hampering long term planning and delivering on commitments. Meanwhile the applicant list for awards has continued to grow.

Since the 1980s DHHL has developed “non-traditional” programs designed to provide more beneficiary applicants with awards more quickly while recognizing the financial constraints. These programs were:

- Acceleration Leases (awarded from 1984 to 1987)
 - This program was created to “accelerate the awarding of homesteads to beneficiaries thereby reducing the number of applicants. The goal of the award was to award 2,500 homestead lots over the course of three years. This program included residential and agricultural awards.
- Kūleana Leases (1994)
 - This program was designed for beneficiaries who wanted unimproved available pastoral awards that they would develop and manage on their own.
- Undivided Interest Leases (awarded from 2005 to 2007)
 - This program was designed to award unimproved parcels of land to a group of beneficiaries without specifying the individual lot for each beneficiary within the larger parcel.

Focusing on these three programs, the objectives of this evaluation are:

- Given that these type of awards have been tried several times over the years, what has been their long term impact on successfully “enabling native Hawaiians to return to their lands.”
- Are there positive and/or negative unintended consequences to be considered; and
- Should this type of program be considered for the future and if so what adjustments would make it a better program based on past experience

Methodology

The methodology for this evaluation included the following:

- In-depth researching through DHHL files to bring together as much information as possible about the three programs. This process was conducted by Darrell Yagodich, formerly DHHL Planning Office Managers with 38-years of service;
- Four discussion groups were conducted with beneficiaries; and
 - Kahikinui, Pastoral Lessees
 - Waiohuli Unit 1, Accelerated Award Lessees
 - Waiohuli, Undivided Interest Lessees

- Kēōkea, Accelerated Agricultural Lessees
- An E-survey of Undivided Interest Lessees that had provided DHHL with email addresses.

SMS reviewed the documentation provided and conducted the interviews, discussion groups and E-survey.

Acceleration Leases

In 1983 there were 3,337 DHHL Lessees: 2,866 Residential, 402 Agricultural and 69 Pastoral Lessees. At the same time there were 7,901 eligible beneficiaries on the waiting lists for awards.

In 1982 a Federal-State Task Force on the Hawaiian Homes Commission Act (Task Force) was created and its report was delivered in August 1983. The mission statement of the Task Force was “to better effectuate the purposes of the Hawaiian Homes Commission Act and to accelerate the distribution of benefits of the Act to the beneficiaries.”¹ Four major areas were studied in-depth: the Federal and State trust and/or legal responsibilities; land and other trust assets; financial management; and acceleration of homestead awards. The cover letter of the report stated that “the findings and recommendations come from a single purpose and that is to accelerate the distribution of benefits of the Hawaiian Homes Commission Act of 1920 to the native Hawaiian.

The Task Force estimated that \$250 million would be needed to “complete basic site developments, not including the cost of constructing houses for all beneficiaries on the waiting list.” The Task Force recommended that the State and the Federal Government each contribute \$25 million a year for five years to achieve this strategy. An additional 15 recommendations were developed to support this acceleration strategy.

The Task Force also provided recommendations should the “full scale” acceleration strategy not be funded. The recommendations for alternative developments that DHHL should have considered included:

- Undeveloped raw land without any improvements whatsoever provided by DHHL;
- Minimally improved agricultural lots, such as where the provision of water is waived by the beneficiary and only a rough graded access is provided to the lots;
- Cluster agricultural development where lessees could farm on a cooperative basis and certain facilities could be shared by a number of lessees;
- Minimally improved residential lots, such as an ungraded lot with no housing provided by DHHL;
- Cluster housing development, especially for the island of O’ahu, where lot sizes are smaller, density is greater than the typical subdivision, and adjacent open space is left for general common use by all lessees in the development;
- General leases to beneficiaries with rights to transfer the lease to other eligible beneficiaries; and
- Cluster housing especially planned for the needs of elderly native Hawaiian beneficiaries.

¹ The Federal-State Task Force on the Hawaiian Homes Commission Act, Report to the United States Department of the Interior and the Governor of the State of Hawai’i, August 15, 1983.

In addition, the Task Force recommended alternative programs that do not provide land: "DHHL should examine ways to distribute benefits not attached to the provision of land. These might include direct loans to beneficiaries for homes on non-Hawaiian Home lands, down payments for homes under agreements of sale with the beneficiary meeting the remainder of payments, and other innovative and creative options."

In the August 8, 1989 Oversight Hearings on the Hawaiian Homes Commission Act of 1920 Before the US Senate Select Committee of Indian Affairs and the US House Committee on Interior and Insular Affairs, 'Ilima Piianaia, Chairman of the Hawaiian Homes Commission and Director of the Department of Hawaiian Home Lands, submitted an update on the Task Force recommendations. Related to the Acceleration Program. The report included the amounts that the Legislature had appropriated were:

Fiscal Year	Executive Budget Request	Legislative Appropriation
84-85	\$3,120,000	\$3,120,000
85-86	\$4,920,000	\$210,000
86-87	\$9,490,000	\$9,490,000
87-88	\$10,950,000	\$12,800,000
88-89	\$11,053,000	\$9,903,000

This was significantly less than the \$25 million per year recommended by the Task Force.

Through its acceleration program in FY 1984 – 87, DHHL made more than 2,700 lots available to applicants. Of these, 2,499 homestead lots were selected and awarded. Only 398 lots (16%) were fully improved lots with infrastructure in place. The remaining awards were among the options that the Task Force had recommended:

- Surveyed, unsubdivided lots with access, water or utilities nearby;
- Surveyed, unsubdivided lots with no improvements.

The 1987-1990 DHHL CIP budget showed a commitment of \$41 million for infrastructure that would fund an additional 795 lots, of which 489 were part of the acceleration awards. In the report it was estimated that 1,569 improved would be developed from 1987 to 1992. From 1981 to 1990 an average of \$8,387,000 was the annual State CIP funds appropriated, significantly less than the requested funding.

Outcome of the Accelerated Program

Between 1984 and 1987 2,629 leases were awarded most as raw land (1671 residential, 731 farm and 227 pasture):

- Hawai'i Island: 421 residential leases, 368 farm leases, and 212 pasture leases
- Kaua'i: 188 residential leases, 44 farm leases
- Maui: 396 residential leases, 68 farm leases
- Moloka'i: 15 residential leases, 198 farm leases; and 15 pasture leases.
- O'ahu: 468 residential leases, 64 farm leases

Use of these unimproved survey parcels was delayed until funds could be secured for the lot infrastructure (roads, water, and utilities) and subdivision to meet county standards. The priority for use of CIP fund was design and construction of the infrastructure improvements starting with residential acceleration lots. DHHL expected that it would take ten years to complete planning, design and construction of Acceleration lots.

From the perspective of the beneficiaries, the expectation at the time of the lease awards was that it would take ten years for the lot improvements to be funded and completed. In reality only 921 (35%) lots were improved in ten years and 25 years later only 89 percent have been improved.

By 2015 the residential lots awarded on Maui were all improved and ready for Lessees to build. None of the 68 agricultural/farm lots has been improved but are on the planning calendar for 2016 to 2020.

One of the major challenges for DHHL was and is acquiring sufficient funding for capital improvements and loans for home financing. State CIP funds appropriated varied annually from less than a million (\$0.2 million in 1895) to \$12 million in 1987. The Department worked to issue State Revenue Bonds, NAHASDA funds to benefit lessees at 80 percent or below median family income, State Act 14 Trust Funds, DHHL Direct Loans, USDOA Rural Development loans, and US HUD loans. However this effort took more time than expected and the cost of infrastructure continued to increase.

Feedback from Accelerated Program Residential Lessees – Waiohuli

The expectation at the time of the award, for many was that they would receive land, infrastructure and a house. From 2006 to 2015 (20 or more years after the lot was awarded) 76 percent of the lots were ready for a house to be built. The challenge is that while families may have been able to afford to build a house in 1984 when the award was given, 20 plus years later finances for many changed significantly.

The delay in receiving awards was/is unacceptable. DHHL needs to find more ways to raise funds to enable beneficiaries to live on the land.

Beneficiaries believe that the centralization of services on O‘ahu has made it impossible for their concerns to be heard. They want to go back to every island having its own office, where people there would take a proactive approach to getting lands for beneficiaries. They believe every County is different and an office located within every County is appropriate.

Having a strategic plan with no guaranteed source of funding is fruitless. Expectations are raised only to be told to wait endlessly.

Lessees should have a bigger role in designing their communities, where all the needs of beneficiaries can be addressed. They should each be empowered to set their own direction and given funding to support their efforts.

Feedback from Accelerated Program Agricultural Lessees - Kēōkea

The expectation at the time of the award was that they would receive raw land to build a farm. Since water issues have still not been resolved, they most people are living elsewhere. Only about 14 lots have people living on them.

Beneficiaries claim that DHHL did not listen to them, for example the roads are too wide, and they should have been country/rural roads. DHHL should have considered what was needed for an agricultural community – water and roads.

Community is very tight, progress has been made by proactive Lessees. However, when administrations change, promises made in one administration may be forgotten by the next.

The community feels like they are being pulled between DHHL and the County over guidelines related to development. For example some would like to build 'ohana units in the future but the County is looking at allowing only two accessory dwellings per lot. Also there is insufficient water for agriculture, being limited to 600 gallons.

Beneficiaries have been waiting for 30 years. Why did Waiohuli take just seven years to build while Kēōkea is taking 30 years? They feel DHHL policies change when the Director changes.

DHHL should provide more education about agriculture to help Lessees make wiser choices. They should also be taught how to live off the land.

At a minimum, beneficiaries feel DHHL should provide road infrastructure and clear the land so that Lessees can have a pad to build on.

There is still a challenge for some beneficiaries to qualify for an award, they still have to build a home that meets County standards and some cannot afford to do so.

Strengths & Weaknesses of the Accelerated Program

Strengths

The Accelerated Program was one of the recommendations from the Task Force report. The report itself provided significant insights and recommendations to the Hawaiian Homestead Commission and the US Department of the Interior on how to better fulfill its mission. Non-traditional awards since the time of this report appear to be modeled on the Task Force recommendations.

In ten years after the awards were first made 921 lots were improved and Lessees moved in. In prior years only about 50 homestead a years were awarded, therefore the 90+ a year of awards was an improvement in delivery.

The awards ensured the 2,629 Lessees that should they pass away, their award could be inherited by a family member. Beneficiaries on the waiting list do not have that

The community has come together to lobby DHHL on their concerns and needs.

Weaknesses

One of the recommendations for the Accelerated Program was to receive \$25 million a year from the State and from the Federal Government. In actuality DHHL received varying amounts from the State and lending assistance from the Feds resulting in the inability to fulfill the original desire to make awards to the 8,000 beneficiaries on the waiting list. This fluctuating funding hinders planning efforts and the fulfillment of plans.

Even 25 years after the Accelerated awards were made, there are still about 300 awardees who have not moved onto their award.

Accelerated Lessees report that DHHL was unclear about the nature of the award from the time that the program began. This gap in communications continued throughout the program through today for those that have received an award but have not moved into their property.

- Lessees described that it was unclear about who to contact at DHHL for information and assistance. In the past an island representative would be who they would turn to, but since the island representative office was consolidated into the O'ahu offices, it was unclear who to contact. Homestead Services Division serve those Lessees who have moved into a community, not those who have received an award but are still waiting to move in.
- Non-traditional awards are difficult for many beneficiaries to understand, especially older people; DHHL must make more of an effort at clear communications. This may be one-to-one meetings at times or meetings with Kūpuna and their family.

Recommendations for the Future

Accelerated Agricultural lessees recommend having a similar program in the future, however:

1. DHHL should live up to its promises – if it says lots will be ready to be built in ten years, then it should have lots ready to be built in ten years.
 - a. Funding must be secured in order for promises to be kept.
2. Clear ongoing communications are essential, not just what is being said, but how it is being said. Many Hawaiians prefer to communicate orally within small groups rather than being provided with written materials or large presentations.

Kūleana Hou Leases

In 1993 there were 5,968 DHHL Lessees.

The Hawaiian Home Lands of Kāhikinui consist of 22,809 acres. Since the early 1900s the land was in pastoral status and used primarily for cattle ranching.

In October, 1992, a native Hawaiian beneficiary group, Ka 'Ōhana o Kahikinui (KOOK) took the initiative to develop the proposal "A Conceptual Community Land Use Plan for the ahupua'a of Kahikinui" that became the foundation for Kūleana Hou that would provide beneficiaries with awards to settle on unimproved land. The plan addressed the lack of DHHL funding, the increased length of time to receive leases, and the need to accelerate homestead awards. The proposed process allowed for immediate use of unimproved land where beneficiaries were able to settle on the land and build homes, and, protect and restore natural and cultural resources.

The KOOK plan was similar to one of the options recommended for consideration by the Task Force: "surveyed, unsubdivided lots with no improvements." The Kūleana Hou program was this type of award.

Kūleana Homestead Lands were envisioned as undeveloped parcels supported with minimal roadways to ensure access by homesteaders and emergency vehicles. No other infrastructure would be provided by the Department.² Kūleana homesteads were offered to qualified native

² Draft Proposal for Expanding DHHL's Programs, Task Force Report to The Department of Hawaiian Home lands, October 1993

Hawaiians regardless of whether the applicant was on ta postural, agricultural or residential list. Operating principles for Kūleana homesteads included that basic needs will be provided using temporary measures:

- Homesteaders will need to carry potable water to individual Kūleana lots. Catchments basins may supplement the need for additional water.
- Electricity would be provided via generators, or alternative energy sources.
- Sewage would be handled via portable septic systems;
- Communications would be handled by cellular telephones or radios.
- Development of permanent, long term infrastructure solutions may eventually be desired or required. Cooperatives or improvement associations are recommended to equitably share costs and to maximize economies of scale.

Land Use Principles from the same document included:

- Lot sizes were proposed at two to 20-acres depending on the character and location of the land. No more than one dwelling unit will be allowed per parcel with opportunity for one 'ohana housing unit or workman's quarters.
- Individual homesteaders are responsible for developing water, sewage, solid waste disposal, energy and telephone/communications services, as their resources and abilities allow. Wherever possible, infrastructure should be developed to meet County dedication requirements.
- Only basic roads will be provided consisting of a base course with compacted aggregate surface. Installation of future utilities will be the responsibility of the homesteaders.
- Significant historical and archaeological sites are to be preserved and set aside from development.

At the time of this draft proposal, the Kahikinui site being referenced was 2,100 acres.

For the Kūleana Hou project the draft proposal also recommended that DHHL provide a dedicated team of one full, one half-time project manager, and one half-time secretary/assistant. [Note that this Team was to oversee three sites rather than the usual one project per project manager.]

The draft proposal strongly emphasized the need for effective communication with beneficiaries. It also recommended surveys to query applicants as to "their housing and location preferences, their reactions to the new programs, their willingness to absorb some infrastructure costs in order to speed up their award, and so forth." Beneficiary education was considered critical because it recognized that it would be essential that beneficiaries understand the basics of the program before and after the awards were made.

Capital Improvement Project requests for the construction phase of the three projects were developed and submitted to the 1994 Legislature; however none of the requests were approved. In August 1994 a request was made to the Commission to use funds from the Hawaiian Home Operating Fund.

In January, 1994 the total acres formerly under general lease reverted back to the department. At the same time the Department of Land and Natural Resources (DLNR) pulled out of management of the Kahikinui Forest Reserve. In December 1994, DHHL "responded to the native Hawaiian communities' request to use Kahikinui for other than cattle ranching and formed the Kahikinui Forest Partnership working group."³

³ Department of Hawaiian Home Lands Memorandum from Ben Henderson, Acting Administrator, to the Chairman and Members of the Hawaiian Homes Commission, August 29, 1995,

DHHL followed the process and conducted an initial site assessment; lands were set aside for homestead, cultural resources, natural resources and forest. Homestead lots were surveyed and basic survey roads were provided. Leases were then awarded. A homestead association was created with the authority to create zoning and building standards, common area maintenance and direct management of surrounding resource lands.

Note that locating DHHL reports and some kind of evaluation of the Kūleana Hou program was attempted, but many gaps in information exist, especially covering the implementation period of the program.

Outcome of the Kūleana Program

In 1998 76 Kūleana homestead leasers were awarded in Kahikinui. Lot sizes ranged from 10 to 20 acres – sufficient size for intended uses and approved for one dwelling unit per lot. DHHL was to provide survey roads with sufficient rights of way for future improvements. Homesteaders would be responsible for off-grid water, sewage, electricity & communications. By 2016 only twelve dwelling units have been developed.

Feedback from Lessees

The Kūleana Hou program was designed for homesteaders to live off the land with no help from DHHL. Lessees believe that there was inadequate information and training undertaken by DHHL before signing the leases. While they were told that they would have to manage their own electricity, water and sewage, the extent of this challenge was not recognized by these Lessees. Homesteaders have pulled together self-help packages and loan options that some residents believe that that DHHL should have done; such as packages to help homesteaders with electricity, water catchment and so forth. Lessees have expressed a feeling of abandonment by DHHL.

Lessees feel that DHHL providing no support for Kahikinui was unrealistic given the topography of the land and the impact of the rains. In addition to developing their own homestead, Lessees have oversight for security within the area and the forest reserve. Even with the assistance provided by other groups, this is a lot of responsibility for 12 households.

Kahikinui Lessees who are currently living on their award cite poor road conditions as being the major obstacle keeping other Lessees from moving onto their award, financial hardships due to auto repairs, physical disabilities, and not being able to address other projects within the community. The survey roads are not considered safe by Lessees and they have tried to fix the roads themselves but do not have the resources. The rain in the area washes away the dirt roads and the need is for a hard compacted road to each of the lots. Lessees believe they were promised that DHHL would provide hard compact roads.

Another challenge is that the County of Maui will not provide an address or TMK to these Lessees which make it difficult for them to apply for traditional loans or even to get a drivers' license. Without a loan it's impossible to develop the ability to live "off-the-grid." Community members feel there is no one at DHHL who will help them.

Fires occur in the area every few years and homes cannot be insured because they do not have an assigned TMK, and it is often difficult to get to the site of the fire because of the poor roads. Fires have burned the fencing put up to keep trespassers off the sites. Security has been a challenge because of trespassers, poachers and hunters.

A major challenge for the community is that only 12 units have been occupied by Lessees. Many believe that the others are waiting for better roads and infrastructure improvements. Without a large enough community to support improvements and each other, it is almost impossible for the community to succeed. Likewise, KOOK has applied for grants for community development but being a part of DHHL makes it challenging for other nonprofits to commit to the community.

Current Lessees are trying very hard to make Kahikinui into a viable, thriving community, but the obstacles appear overwhelming to them. They also don't want the Department to tell them what to do but rather to provide information and loans.

In October 2016 KOOK conducted a survey of Kahikinui Lessees. Of the 76 homesteaders, 26 responded to the survey (note that contact information is not available to KOOK for all 76 homesteaders.) Of those who responded, 17 have built or are in the process of building a house, 23 have a water system of some type, 15 have some type of energy system (primarily a generator and a few have solar), and six have a flush/septic or composting system. Eleven households reported household composition: 24 adults and 10 children living in the community. Needs listed includes: water catchment, water storage, filter, pump, energy system, building materials, etc.

The report on the survey highlighted three major problems:

- Lack of economic development because of the one to four hours a day required to travel to work or school daily.
- Insufficient roads are: making some properties inaccessible; causing financial hardships in the high cost of vehicle repairs; creating physical disabilities similar to whiplash; and time, money and effort building and repairing roads resulting in other project's being neglected and Lessees not wanting to move into the community.
- Six major fires creating a sense of danger not just for the homesteads but also for native forests and historic sites.

Overall it appears that Lessees did not fully understand the challenges of creating their own community in the challenging terrain and they are not sure how to move forward at this time.

Strengths & Challenges of the Kuleana Program

Strengths

The Kūleana Hou program was designed and promoted by DHHL beneficiaries. KOOK took the initiative to organize, go through an extensive process of licensing and permitting, and continue to lobby on behalf of members. This is a clear example of DHHL responding to and enabling beneficiaries to pursue their plans.

The traditional DHHL process takes 10+ years from planning to move in. The Kuleana Hou process allowed immediate use of unimproved land.

Homesteaders that have moved onto the land, have been able to build what they could afford and are slowly building a sustainable community.

Kahikinui residents are passionate and ardent supporters of the independence Kuleana Hou awards have given them. However, the challenges may be too much for a small group to manage.

Challenges

The original proposal for Kahikinui was for 2,100 acres for homestead purposes. Over the course of a few years, the community became responsible for protecting the native forests and historical sites, as well as providing security for approximately 23,000 acres. KOOK accepted this responsibility but it is unclear if any community group just starting can adequately manage this scope of services. Security and fire-protection are services generally provided by the County, but the community is not serviced by the County.

Implementing a pilot program is a good thing. A major challenge is helping beneficiaries to understand the effort required to create a sustainable community. Formal presentations on that describe what DHHL will not do is insufficient for a group of Lessees who are not trained engineers or planners. There needed to be a list with estimated costs of what the Lessees would need to do to meet County standards before they received the award.

The type of roads that DHHL provided is insufficient for the needs of the community given the challenging weather conditions and terrain. The road condition is hampering new Lessees from moving in, plus making day-to-day living for current residents very challenging.

The unintended consequence of lots not being up to County standards has made it difficult for Lessees to apply for and receive traditional loans.

Lessees feel they have been abandoned by DHHL, and have no specific department to support them, even to adequately address their concerns. Supporting non-traditional awards have not been formally assigned to a specific DHHL department. It appears that DHHL may have underestimated the support Kūleana Hou would require from the start because it originally requested 1.5 Program Managers for three properties, compared with a one-to-one ratio for other programs.

DHHL files do not adequately document the implementation process undertaken and no evaluation was conducted at the five or ten-year mark for the program, therefore it is difficult to ascertain exactly how and what DHHL did, and we have had to rely on the beneficiaries to recall the period.

An ongoing challenge for DHHL is how to balance beneficiary independence and determination with providing an “educated” opinion of the development realities. Too much guidance from DHHL and they are criticized for being negative, not supportive. Too little guidance and they are seen as not supportive. There is a very fine line that has been difficult for DHHL to navigate.

EXHIBIT “A”

Recommendations for the Future

KOOK's document of October 2016 recommended:

1. Reassessing the pilot Kūleana project before implementing others.
2. Creating affordable loans to complete current home or smaller packaged start up homes.
3. Create affordable loan to purchase energy, water or waste systems for individual or develop energy, water and waste systems for the community.
4. Fund and educate lessees on the Kūleana Project and enforce program;
5. Fund and educate lessees on alternative energy, water systems and waste disposal
6. Fund and educate on economic development,
7. Assign an experienced DHHL representative to see the project through.
8. Finish hard compacted 4-wheel drive roads that were promised.

SMS recommendations are:

1. Improved communications between DHHL and beneficiaries when non-traditional programs are introduced, including the challenges that living on unimproved tracts of land and living off the grid require.
 - a. Before any future Kūleana-type leases are awarded, introduce interested Lessees to Kahikinui residents so they can share their experiences.
 - b. Provide informational and loan packets on water, energy, sewage and building, in order for potential Lessees to see the financial investment that they will have to make in order for their property to be livable.
2. DHHL needs to recognize that beneficiaries are not engineers and that a legal description of hard compacted aggregate roads may mean roads that are drivable in all weather and that do not require ongoing repairs.
3. Hand over responsibilities for the native forest and historical sites once the community has been established.
4. For topography like Kahikinui, consider creating a cluster of homes with agricultural lots assigned.

Undivided Interest Leases

On October 3, 2000, the Barrett v. State lawsuit (USDC Civil No. 00-00641 SIN-LEK) was filed challenging the validity and constitutionality of Article XII of the Hawaii State Constitution. The Office of Hawaiian Affairs (OHA), State of Hawaii's acceptance of the HHCA from the federal government, and traditional and customary rights are included under Article XII. *Note: On September 2, 2003, the U.S. Court of Appeals for the Ninth circuit upheld the lower court dismissal of this lawsuit on the basis that the plaintiff Patrick Barrett lacked standing to bring the lawsuit. (C.A. No.01-16052)*⁴

On March 4, 2002, the Arakaki v. Lingle lawsuit (USDC Civil No. 02-00139 SOM/KC) was filed alleging that the OHA and HHCA laws and the requirement placed on the State of Hawaii by Section 5(f) of the Admission Act to give native Hawaiians any special right, title, or interest in the ceded lands or income from these lands are invalid under the U.S. Constitution. The state Department of the Attorney General represents the Hawaiian Homes Commission in these

⁴ Department of Hawaiian Home Lands 2003 Annual Report.

lawsuits. (Note: *On November 21, 2003, the U.S. District Court ruled that the plaintiffs, Arakaki et. al, lacked standing to challenge the federal requirements for the Hawaiian home lands program which was adopted as part of the Hawaii State Constitution under the federal Hawaii Statehood Admission Act of 1959.*⁵)

Even though both of these lawsuits were dismissed, they created an atmosphere of uncertainty for Hawaiian organizations such as Office of Hawaiian Affairs and the Department of Hawaiian Home Lands. The concern was that the lands overseen by DHHL, especially those properties not awarded to beneficiaries might be taken away. DHHL held discussions with beneficiaries on options on how best to preserve the land for native Hawaiians.

To many beneficiaries, especially those who had waited 30-plus years for an award, was to ensure that they would have a successor for their award, even if they did not actually receive an award themselves. Recommendations were made to DHHL that a program should be developed to allow for successorship, but not to designate specific “metes & bounds” unless DHHL could actually deliver on the promised timetable.

Building on these discussions and lessons learned from the Acceleration Program a new program was envisioned that would:

- Enable elderly lessees to transfer their homestead award to a ¼ Hawaiian spouse, child or grandchild (possible as a Lessee, but not as an Applicant);
- Provide beneficiaries with sufficient time to be prepared financially to qualify for a home loan and be prepared for the challenges of home ownership;
- Provide motivation for the Lessee to remain engaged knowing they were to receive an award; and
- Keep the new lessees informed, engaged and motivated of project status and home ownership services.

DHHL awarded undivided interest leases to individuals for parcels to be subdivided and improved at a later time. Lessees have the right of successorship to transfer their leases.

Between 2005 and 2006 1,434 Undivided Interest leases were awarded in seven communities with the goal that the house lots would be ready for occupancy within ten year or less. HOAP provided homeownership preparation assistance and Hoopaepae provided community-specific information on fellow lessees, construction status, HOAP workshops, community building and election of interim boards and special events.

Outcome of the Undivided Interest Program

Between 2006 and 2010 662 lots were improved and ready for a house to be built. From 2011 to 2015 and additional 96 lots were improved. Therefore in ten years 53 percent of the lots had been improved. This was occurring at the same time other developments were taking place throughout the State not related to Undivided Interest Awards.

In 2010 a group of Undivided Interest beneficiaries petitioned the Commission to prioritize Undivided Interest Lessees in future award offerings – that these beneficiaries should be given first priority in any new developments being offered by DHHL. By September, 2015, 64 Undivided Interest Lessees had taken advantage of this “relocation” option.

The 2014 DHHL Beneficiary Survey indicated that 13 percent of beneficiaries had previously received an Undivided Interest award.

⁵ Department of Hawaiian Home Lands 2003 Annual Report.

Feedback from Lessees

Lessees at the time they accepted their undivided lease award had a range of beliefs:

- That they could build a house right away;
- That they could buy their house in two to three years;
- That they would be moving into a subdivision but were unsure of which lot in particular;
- They weren't sure what they were getting but wanted to make sure they had something to leave their children;
- They didn't understand at the time what they were getting and they still don't completely understand now.
- One subdivision "pie" to be cut into a given number of pieces, at some time in the future.

Lessees said the brochures were pretty but there was no substance. Lessees made to follow the rules for financial qualifications, but DHHL did not maintain their timetable.

It is not clear what Lessees were told at the time of their award. One thing that was clear was that Lessees would have to qualify financially for their award and requalify every year even if they did not know when they would receive an award. Lessees believe that verbal communications were given that were different from written communications. This leads to reduced trust in DHHL.

The timeframe to receive a lot kept moving and beneficiaries did know where to turn for information.

The Undivided Interest Lessees for Waiohuli formed an advocacy group. This group lobbied DHHL to put Undivided Lessees at the top of the list for Traditional Awards that are being offered, rather than waiting for Waiohuli to be subdivided, infrastructure put in place and homes built.

Beneficiaries who provided guidance to DHHL early in the discussion insist that they counseled against specific awards being given out. They feel that the Department was only interested in reducing the waiting list of Applicants and increasing the "reported" number of Lessees. The actual awards provided hope to many, but with unfulfilled promises. DHHL continued to require financial preparation even though deadlines for communities had come and gone. Beneficiaries lost their incentive to prepare financially for an award.

Beneficiaries believe that one-on-one counseling is the only way to provide financial education to some Lessees, especially Kūpuna and recommend that DHHL hire financial counselors on each island, especially consider having a beneficiary counsel other beneficiaries – they come from the same place.

Beneficiaries are skeptical about when awards will be ready and believe that DHHL should let them know a year or at least nine months ahead of time. They believe that 60 days' notice for new communities is insufficient time especially for beneficiaries that live on the mainland. Also they stated that the date they received notices left them no time to at all.

Lessees believe that they should band together similar to the Waiohuli group to lobby on their own behalf and create the kind of community they want to create. Maybe the group should just be those who are financially able to build a home? Together they could arrange for turn-key developers – perhaps getting a better price for more homes. Some Lessees want to take the initiative of building their own community.

Lessees want a DHHL representative within their own County. They also want someone who has a background in planning or engineering so they can provide an informed perspective.

DHHL should maintain a better database of Lessees including financial qualifications. They also want contact information for Undivided Lessees within their own community so they can begin building an organization.

Strengths and Challenges of the Undivided Interest Program

Strengths

Undivided Interest Lessees are guaranteed that their successors will receive their award. This was one of the primary reasons for this type of award.

The time for Lessees to get their finances in order was good, but once Lessees felt that lots would not be ready in a timely fashion, the motivation to continue the process seemed fruitless.

The challenges of the Undivided Interest Lessees appears to have brought some of the community members together to advocate and plan for their community.

If indeed 662 lots were improved from 2006 to 2010 then this suggests a higher completion rate of 132 lots per year. Significantly higher than before the Accelerated Program was started.

The lending options provided under this program seems to have increased significantly, especially when combined with financial literacy programs.

Challenges

It has been very difficult to get a clean set of numbers together to do the analysis of this program. The DHHL database does not retain a code for Undivided Interest Lessees, therefore once a lot is awarded the designation is changed.

While the intention of having Lessees prepare financially for their award was a good one. The insistence that they qualify every two years even while the timing of lots being available kept getting delayed created more frustration than motivation.

Undivided Interest Lessees feel forgotten, many do not have an improved lot even while other communities have been developed.

Recommendations for Future Undivided Interest Programs

1. Do not make promises that cannot be fulfilled.
2. Do not set a timeline that DHHL cannot keep.
3. Do not make "financial qualification requirements" that Lessees must meet every two years, if you do not give them the motivation that in fact a lot will be ready for them.

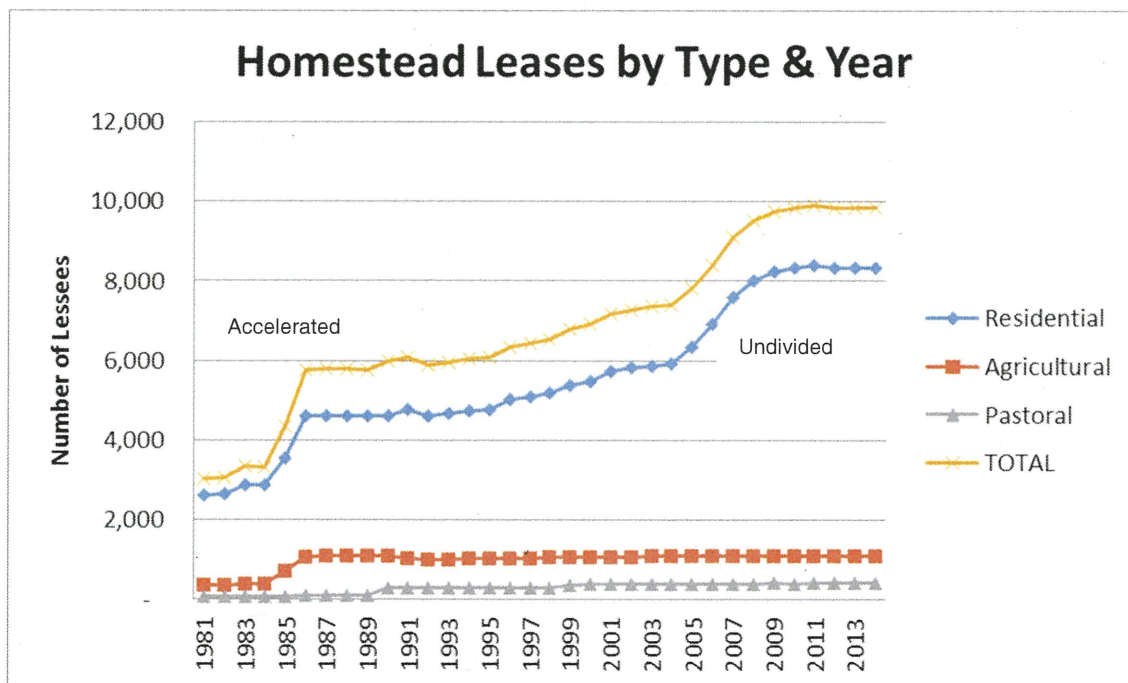
4. Once Undivided Interest awards are made, the Lessees should be top priority and not forgotten about. There should be ongoing communications and a dedicated person/department that they can turn to for assistance.
5. Non-traditional awards require one-on-one communications efforts, especially for Kūpuna. Large presentations meetings are not sufficient.

Feedback on Non-Traditional Programs

Strengths

The major benefit of the Acceleration Program and the Undivided Interest Program was that the number of DHHL Lessees increased at a faster rate than during those years when the focus was on solely traditional awards. As shown in the graph below⁶ the only years when there has been a significant increase in the number of Lessees is:

- 1984 – 1987: Accelerated Leases awarded;
- 2005 – 2007: Undivided Interest Leases awarded.



For all three programs a significant benefit was that the lease “grants all the rights afforded to existing Lessees such as designation of successor, lease transfer to native Hawaiian or one-fourth Hawaiian spouse, child(ren), or grand child(ren).” This means that should an elderly lessee pass away before receiving their home/lot, that their spouse and/or children could receive their award. This would not be possible if the beneficiary was not a Lessee.

⁶ Based on the table in the Appendix prepared by DHHL Office of Planning, 2016.

Challenges

While the number of lessees receiving awards increased significantly from the Accelerated Program and the Undivided Interest Program; the most significant weaknesses of the programs are that it took much longer than expected for lots to be improved and for lessees to be able to move into their awards.

- For Acceleration Lessees the major weakness was that the expectation was that communities and home would be available within ten years from the time of the award. Twenty-five years after the awards were made, 89% of the lots awarded have been improved and made available to these Lessees.
- For the Undivided Interest Program, 1,434 leases were awarded from 2005 to 2006 and ten years later only 53 percent of the lots have been improved.

For the Kuleana Program, 76 leases were awarded in 1998 and by 2016 only 12 homesteaders have built a dwelling unit. The intent of the program was for Lessees to take control of their own community and develop the necessary infrastructure without financial assistance of DHHL. However the challenges of building roads and infrastructure was and is more than Lessees can realistically meet, especially given the steep undulating terrain of Kahikinui.

The most consistent feedback from every group discussion was that DHHL should not make promises that it cannot keep. This is clearly a communications issue where the DHHL message is not consistent, or, where what is being said is not being heard in the way it was intended.

Communications from DHHL appears to be poorly done or insufficient. Beneficiaries stated that what was communicated in writing was different from what was said verbally. There appears to be different “promises” made over time.

The high cost of infrastructure for communities continues to be a challenge for DHHL whether for traditional or non-traditional leases. The question is whether it is realistic that DHHL will be able to provide Applicants on the wait list with a tangible award?

Non-traditional Program Lessees seem to “fall between the cracks” within DHHL operations – not really a Lessee or an Applicant they seem don’t seem to know where to turn for assistance or support. This is especially true when Administrations change and priorities changes.

Funding

Funding is a major problem for delivering on Non-Traditional Awards. Traditional Awards are offered to beneficiaries when the project is ready for occupancy. Non-Traditional Awards are given out with a promise that someday the award will be ready for Lessees to build or move onto. While funding is sought at the time the Commission approves a Non-Traditional Proposal, based on the programs evaluated, it does not seem to be guaranteed. This creates a distrust of DHHL and a lack of belief in short or long range plans.

It may be that a promise to beneficiaries is a better case to make for funding at the Legislature; however, it is unclear if this is true. Even when commitments are made to Lessees, funding appears to vary significantly.

Recommendations for the Future

1. Set realistic, clear objectives for these types of awards. Explain why the program will achieve these objectives. If the objective is solely to enable Lessees to pass on their award to others then this must be clearly communicated in a way that beneficiaries understand.
2. Evaluate programs as they are being implemented. Retain good records on how they are progressing, so that improvements can be made in the future.
3. Do not make promises that will not be kept. If funding is uncertain, then do not make promises.
4. Communicate with applicants in a way that they understand...likely not just large meetings, but individual counseling at times, especially with older applicants.
5. If a Kūleana-type Program is being considered, the Department must provide information packets about the challenges and the costs of living “off-the-grid.” Ideally the packets would include the cost for setting up a water catchment system, solar electricity with a battery, and sewage infrastructure. Likewise it is critical to describe the community infrastructure that will be required such as types of roads, a means to combat fires, the challenges of weather and economic development.
6. Have an informed office/person for non-traditional lessees to speak with when they have questions or concerns, so this group does not fall between the gaps between DHHL Departments. Non-traditional Lessees do not know where to turn for assistance within DHHL. Ongoing communications with non-traditional lessees is very important because they have a high level of distrust and uncertainty.
7. At the start of a new State Administration, review promises made by prior Administrations. Plan for how these promises will be kept remembering that Beneficiaries are the “customer.”
8. Ensure that all new programs have sufficient DHHL funding and staffing to enable them to be implemented efficiently and effectively.
9. Enable DHHL database to track non-Traditional Award beneficiaries even after they move onto their homestead. This would allow for better tracking and follow up with Beneficiaries.

Appendices

HOMESTEAD LEASES BY TYPE AND YEAR				
Year	Residential	Agricultural	Pastoral	TOTAL
1981	2,618	347	69	3,034
1982	2,634	374	69	3,077
1983	2,866	402	69	3,337
1984	2,857	405	70	3,332
1985	3,549	727	70	4,346
1986	4,599	1,070	96	5,765
1987	4,608	1,099	96	5,803
1988	4,608	1,099	96	5,803
1989	4,592	1,093	93	5,778
1990	4,601	1,093	289	5,983
1991	4,770	1,025	298	6,093
1992	4,613	990	286	5,889
1993	4,662	1,015	291	5,968
1994	4,739	1,023	297	6,059
1995	4,770	1,025	298	6,093
1996	5,014	1,038	298	6,350
1997	5,087	1,043	298	6,428
1998	5,189	1,057	301	6,547
1999	5,375	1,059	375	6,809
2000	5,484	1,066	377	6,927
2001	5,735	1,078	379	7,192
2002	5,834	1,076	382	7,292
2003	5,875	1,099	386	7,360
2004	5,934	1,096	388	7,418
2005	6,332	1,099	396	7,827
2006	6,920	1,100	398	8,418
2007	7,607	1,100	403	9,110
2008	8,030	1,102	407	9,539
2009	8,238	1,102	408	9,748
2010	8,328	1,101	407	9,836
2011	8,413	1,101	408	9,922
2012	8,339	1,100	408	9,847
2013	8,342	1,100	408	9,850
2014	8,329	1,101	408	9,838
2015				
2016				

Prepared by DHHL Office of Planning 2016

Estimate of the Impact of Non-Traditional Awards⁷

	Accelerated Awards	Kuleana Hou	Undivided Interest	Total Lessees	Converted
1981				3034	
1982					
1983				3337	
1984					
1985	1000			4346	
1986	1500				
1987	2059			5803	
1988	2059			5781	
1989					
1990				5778	
1991				5983	
1992				5889	
1993					
1994		1162		6059	
1995					
1996				6350	
1997					
1998				6547	
1999					
2000				6927	
2001					
2002				7292	
2003				7350	
2004				7418	
2005				7827	
2006				8418	
2007				9110	
2008			1234	9539	
2009			1405	9748	137
2010			1268	9826	134
2011				9922	
2012			1071	9849	282
2013				9850	
2014			966	9838	373
2015					
2016					

⁷ DHHL Annual Reports and Department of Business Economic Development and Tourism Data Books.

**HAWAIIAN HOMES COMMISSION
NOVEMBER 18 & 19, 2019
KULA, MAUI**

**J – ITEMS
REQUESTS TO ADDRESS THE
COMMISSION**

Subject: FW: Add me to agenda

-----Original Message-----

From: Lei Keliiliki <leibu2004@msn.com>

Sent: Tuesday, October 15, 2019 7:46 PM

To: Kapaku, Mona <mona.kapaku@hawaii.gov>

Subject: Add me to agenda

Aloha Mona

Mahalo for returning my call. Please add me to the Agenda for the commission meeting coming up in November. Discussion on allowing and building second dwelling on property in Waiohuli. Thank you for your time.

Lei Keliiliki

leibu2004@msn.com

Sent from my iPhone

Subject: FW: Keokea Dumping

From: Richard and Suzy <rsmarciel@gmail.com>

Sent: Friday, November 8, 2019 2:36 PM

To: Eaton, Antonette G <antonette.g.eaton@hawaii.gov>; Kapaku, Mona <mona.kapaku@hawaii.gov>

Subject: Keokea Dumping

Aloha Toni and Mona,

With the upcoming Hawaiian Homes Commission Meeting 11/18-19/19 here on Maui, was wondering if we could show William Aila and Randy Awo and anyone else, first hand the extent of the continuous dumping situation in Keokea. Would like to explore what kind of recommendations, possible solutions and support that we could implement to help us with this on going problem. As you know, we are very frustrated with the blatant and careless dumping with no regard to our community that is greatly affected. We take great pride in our community and know how blessed and fortunate we are to be able to live in such a beautiful place, but it's so discouraging to have a few spoil it for all. Would like to see if we could brainstorm to help find a solution to this problem. Please let me know if this is something that you can arrange or if you could advise who and how to contact them to make these arrangements. We are clearly frustrated and willing to do what needs to be done to help solve it. At present, it seems we are going nowhere.

Mahalo,

Suzy Marciel

~~Burrows-Nuuanu, Leatrice W~~

Subject: FW: J Agenda?

From: Blossom Feiteira <blossom96708@yahoo.com>

Sent: Tuesday, November 2, 2019 3:20 PM

To: Burrows-Nuuanu, Leatrice W <leatrice.w.burrows-nuuanu@hawaii.gov>

Subject: Re: J Agenda

Request to be placed on the J Agenda for various Maui related topics.

Blossom

Sent from my iPhone