

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

October 23, 2015

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

Board Members:

SUBJECT: REQUEST TO AMEND A FISCAL YEAR 2014 GRANT FROM THE LEGACY LAND CONSERVATION PROGRAM TO MOHALA HOU FOUNDATION BY SUBSTITUTING ALOHA KUAMO'O 'ĀINA FOR MOHALA HOU FOUNDATION AS THE GRANT AWARDEE

SUMMARY:

Through the Fiscal Year 2014 (FY14) Legacy Land Conservation Program (LLCP), the Board of Land and Natural Resources awarded funds to the Mohala Hou Foundation (MHF) for the purchase of 47 acres in Kona, Island of Hawai'i for the protection of coastal lands and cultural and historic resources. On behalf of MHF, the Division of Forestry and Wildlife (DOFAW) seeks approval to substitute a new, nonprofit land conservation organization, Aloha Kuamo'o 'Āina (AKA), for MHF as the LLCP grant awardee.

BACKGROUND:

At its meeting on March 28, 2014, the Board, under item C-1 on its agenda, authorized the Chairperson to enter into a grant agreement with MHF and to encumber \$3 million in FY14 LLCP funds for Kuamo'o – a purchase of 47 acres in Kona, Island of Hawai'i for the protection of coastal lands and cultural and historic resources that the Legacy Land Conservation Commission (LLCC) ranked highest for the FY14 grant cycle (Exhibit A, DOFAW Board Submittal, attached; *see* pages 2-3 (Background and Discussion), 6-7 (Recommendation 2(a)), and Attachment 1 (Fiscal Year 2014 Legacy Land Conservation Commission Project Rankings)). The Board and MHF entered into a LLCP grant agreement on December 29, 2014, under which MHF “shall complete acquisition of the Property and record the conveyance no later than December 29, 2016” (Exhibit B, Grant Agreement for Contract Number 63704, attached; *see* Attachment 2, Time Schedule). The Department of Accounting and General Services assigned Contract Number 63704 to the grant agreement on March 13, 2015.

In a letter to DOFAW dated September 16, 2015, MHF requested an amendment to the LLCP Grant agreement “substituting Aloha Kuamo'o 'Āina (AKA) as the Grantee,” and enclosed

AKA's 501(c)(3) determination letter from the IRS; Articles of Incorporation and Bylaws; State General Excise Tax Exemption; and State Certificate of Good Standing as a nonprofit corporation (Exhibit C, Letter dated September 16, 2015 from Mohala Hou Foundation to Legacy Land Conservation Program, with enclosures, attached). A subsequent email from AKA's attorney to DOFAW (Exhibit D, attached) proposes additional justification for the substitution, particularly that MHF and AKA will bear a significant administrative and management burden, including additional legal complexity plus additional cost, if AKA does not substitute for MHF as the grant awardee.

DISCUSSION:

The grant application that was the basis for the LLCC recommendation and BLNR approval, as incorporated into the existing grant agreement, identifies Mohala Hou Foundation (MHF) **or its successor** (emphasis added) as the grantee that will hold and manage the acquired property (Exhibit B, Grant Agreement for Contract Number 64704, attached; *see* Exhibit A, Mohala Hou Foundation Project Application (page 3, Section B.2; page 7, Section D.6; page 8, Section D.9; and page 14, Section K.1). Section H.1 of the project application, Stewardship Management (misnumbered as 3, following page 12) states that "Mohala Hou was formed initially as a platform for music and art education, and the Beamers are considering forming a separate entity to hold and manage the property. Either Mohala Hou or this separate (but related) entity would hold and manage the property." The project application also includes a letter from MHF to DOFAW dated September 06, 2013, which states that "[MHF] is willing to accept title to the Property. This separate (but related) entity would hold and manage the Property, but if necessary, Mohala Hou would serve as interim holder of the property."

DOFAW's submittal for BLNR approval of the grant award (unanimously approved as submitted), explained that "Mohala Hou intends to transfer the land to a new organization that is oriented towards ownership, management, and restoration of Kuamo'o. Mohala Hou stated this intention in the project application and also in a letter dated February 11, 2014. At the time of the authorship of this submittal, IRS 501(c)(3) status is pending; the Department has instructed Mohala Hou to seek Board approval of this transfer [to a new organization] when 501(c)(3) status [of the new organization] is confirmed." (Exhibit A, DOFAW Board Submittal, attached; *see* page 3, Discussion).

DOFAW's proposed amendment to the existing grant agreement would replace MHF with AKA as Awardee, such that AKA would hold and manage the property from closing forward, not as the result of a transfer of title from MHF. Documentation submitted by MHF, confirmed by online business registration records, indicates that the Directors of AKA are Keola Beamer, President; Kamana Beamer; and Neil Hannahs. Although project documents indicate that Keola Beamer is a founder of MHF and Kamana Beamer is an important and active member of MHF, it appears that each Director of AKA did not hold an official position with MHF during the grant application process and the grant award period. DOFAW suggests that AKA qualifies as a "separate entity" formed by the Beamers to "hold and manage the property."

Although the proposed amendment does not involve the “disposal of lands acquired with moneys from the [Legacy Land Conservation] fund,” the factors that the Board may consider in deciding whether to approve such a disposition may be relevant, e.g. is the organization eligible to receive awards under Hawai‘i Administrative Rules (HAR) chapter 13-140 and chapter 173A, Hawai‘i Revised Statutes (HRS), and will the new landowner be capable of managing the land in accordance with the purposes for which the board awarded a grant? *See* HAR §§ 13-140-34(b) and (c)(2). DOFAW believes that AKS is eligible to receive LLCP awards and is capable of managing the land in accordance with LLCP grant purposes.

DOFAW notes that all three directors of AKA are state residents, whereas only two of seven MHF directors are state residents, for whom DOFAW lacks documentation of land management expertise. Although MHF did not name or describe AKA as the proposed “successor” organization in its project application, the application did highlight the land management expertise of one AKA Director (Kamana Beamer), and another AKA Director is well-known as a land management executive for Kamehameha Schools (Neil Hannahs). All three directors (Neil Hannahs, Kamana Beamer, and Keola Beamer) also have extensive cultural knowledge and cultural education experience, as indicated in the attached resumes (Exhibit E), and strong commitment to AKA's vision and plan for the future. In addition, AKA indicated that it has raised and is raising substantial support for stewardship of the land. AKA’s goal is to have at least \$500,000 raised/committed for stewardship by closing, a substantial portion of which is already in place.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

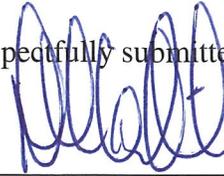
At its meeting on March 28, 2014, the Board, under item C-1 on its agenda, approved DOFAW’s recommendation to declare that the award of Legacy Land Conservation funds is exempt from the requirement of Chapter 343, Hawai‘i Revised Statutes, for the preparation of an environmental assessment (Exhibit A, DOFAW Board Submittal, attached; *see* page 7, Recommendation 4).

RECOMMENDATIONS:

That the Board:

1. Approve the substitution of Aloha Kuamo‘o ‘Āina for Mohala Hou Foundation as the Awardee for Legacy Land Conservation Program Grant Agreement, Contract Number 63704, subject to approval by the Attorney General.

Respectfully submitted,



David Smith, Acting Administrator
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



Suzanne D. Case, Chairperson
Board of Land and Natural Resources

- Exhibit A: DOFAW submittal to Board of Land and Natural Resources, March 28, 2014, Item C-1 (unanimously approved as submitted)
- Exhibit B: Legacy Land Conservation Program Grant Agreement, Contract Number 64704
- Exhibit C: Letter dated September 16, 2015 from Mohala Hou Foundation to Legacy Land Conservation Program, with enclosures
- Exhibit D: Email from Tom Pierce to David Penn, dated September 28, 2015
- Exhibit E: Resumes and CV for Directors of Aloha Kuamo‘o ‘Āina

**Exhibit A: DOFAW submittal to Board of Land and Natural Resources, March 28, 2014, Item C-1
(unanimously approved as submitted)**

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

March 28, 2014

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

Board Members:

SUBJECT: REVIEW OF PROJECT RECOMMENDATIONS FOR FUNDING FROM THE FISCAL YEAR 2014 LEGACY LAND CONSERVATION PROGRAM (LAND CONSERVATION FUND) AND APPROVAL OF THE FOLLOWING GRANTS:

KUAMO'O; MOHALA HOU FOUNDATION, AT \$3,000,000 FOR PURCHASE OF 47 ACRES IN KONA, ISLAND OF HAWAI'I

HAKIPU'U LO'I KALO; KA HULI O HALOA, AT \$350,000 FOR ACQUISITION OF 1.5 ACRES OF COASTAL LANDS IN KO'OLAUPOKO, ISLAND OF OAHU

HO'OULU OLA; KOKUA KALIHI VALLEY COMPREHENSIVE FAMILY SERVICES, AT \$900,000 FOR ACQUISITION OF 11.44 ACRES IN HONOLULU, ISLAND OF OAHU

HELEMANO; DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE, AT \$350,000 FOR ACQUISITION OF 1,613 ACRES IN WAIALUA, ISLAND OF OAHU.

SUMMARY:

Pursuant to H.R.S., section 173A-2.5, the Legacy Land Conservation Commission (the Commission) has produced recommendations to the Board of Land and Natural Resources on project selection for Fiscal Year 2014 (FY14) funding from the Legacy Land Conservation Program (LLCP). Pursuant to H.R.S., section 173A-5, the Department has sought and received the consultation of the Senate President and Speaker of the House of Representatives. This submittal summarizes these recommendations for the Board's review and requests approval for projects to receive FY14 LLCP funding.

BACKGROUND:

Legacy Land Conservation Commission Recommendations:

In July, 2013, the LLCP announced available FY14 funding from the Land Conservation Fund (LCF) for projects proposing the purchase of lands having value as a resource to the State. Nonprofit land conservation organizations, county agencies, and State agencies applied for funding for seven separate

resource land acquisition projects for the September 16, 2013, application deadline. On December 3, 2013, at a public meeting, the Commission ranked four projects and recommended that they be funded in the order ranked, to the extent that funds are available (see Attachment I).

The Commission's recommendation results in the following awards:

1. **Kuamo'o**; Trust for Public Land (TPL) & Mohala Hou Foundation, at \$3,000,000 for purchase of 47 acres in Kona, Island of Hawai'i, for the protection of coastal lands and cultural and historic resources.
2. **Hakipu'u Lo'i Kalo**; TPL & Ka Huli O Haloa, at \$350,000 for the acquisition of 1.5 acres of coastal lands in Ko'olaupoko, Island of Oahu, for the protection of agricultural, cultural and historic resources.
3. **Ho'oulu Ola**; TPL & Kokua Kalihi Valley Comprehensive Family Services, at \$900,000 for the acquisition of 11.44 acres in Honolulu, Island of Oahu, for the protection of natural lands, open space, and agricultural production.
4. **Helemano**; Department of Land and Natural Resources, Division of Forestry and Wildlife, at \$350,000 for the acquisition and protection 1,613 acres of forested watershed and recreational lands in Waialua, Island of Oahu.

In summary, the Commission recommended funding four projects, in the order ranked (see Attachment I), to the extent that funds are available. The Department finds that funding is available in the amount of \$4,600,000, which will fully fund the first three above-listed projects, and will provide a partial award of \$350,000 to the fourth project listed. Details on each project are included in the discussion, maps and photos are attached as part of Attachment I.

Legislative Consultation

Following the Commission meeting, the Department and the Commission Chair sought the consultation of Senate President Donna Mercado Kim and the Speaker of the House of Representatives Joseph Souki regarding the Commission's recommendations, pursuant to H.R.S. Chapter 173A. The Senate President and Speaker of the House of Representatives offered no objections or comments to the projects listed as recommended by the Commission in letters dated February 4, 2014, and February 6, 2014, respectively (Attachments II and III).

DISCUSSION:

The following discussion describes the details surrounding each of the Legacy Land Conservation Commission's recommended projects.

Kuamo'o

Trust for Public Land (TPL) & Mohala Hou Foundation, applied for \$3,000,000 for purchase of 47 acres in Kona, Island of Hawai'i, for the protection of coastal lands and cultural and historic resources. Mohala Hou Foundation will seek the matching funds to cover the remaining 26 percent of project costs from the Hawai'i County open space fund, Office of Hawaiian Affairs, private foundations and individuals. Funding from the County of Hawaii may include the incorporation of a county-held conservation easement.

The property is the site of a significant transition in Hawaiian history, the Battle of Kuamo'o, fought in December 1819 (also known as "Kaua 'ai noa" or the battle of free eating) regarding the traditional kapu system. Kekuaokalani, nephew of Kamehameha I, and his wife, Chiefess Manono, are said to be buried on the property along with many of their warriors. The property includes burial mounds and sites (platforms, lava tubes), two previously documented heiau, undocumented heiau or shrines, habitation and farming areas, and well preserved portions of the Ala Kahakai National Historic Trail, which provides scenic views of the Kona coast and unique coastal features such as sea arches.

The Mohala Hou Foundation (or a successor organization) will provide pedestrian public access to the coastal trails, including the Ala Kahakai National Historic Trail. It intends to develop a management plan consistent the practice of Aloha 'Aina to conserve and respect the historical and cultural sites, provide contextual and educational opportunities regarding the historic Battle of Kuamo`o, restore the land to productivity through restoration of native plants and agriculture, and provide the public, students, and Native Hawaiians opportunities for meaningful interaction with, education about, and interpretation of these sites, and this important and pivotal period of Hawaiian history.

Mohala Hou intends to transfer the land to a new organization that is oriented towards ownership, management, and restoration of Kuamo`o. Mohala Hou stated this intention in the project application and also in a letter dated February 11, 2014. At the time of authorship of this submittal, IRS 501(c)(3) status is pending; the Department has instructed Mohala Hou to seek Board approval of this transfer when 501(c)(3) status is confirmed.

Mohala Hou Foundation is a local nonprofit organization, tax-exempt under 501(c)(3) of the Internal Revenue Code (IRC). Mohala Hou Foundation's mission is: to promote public understanding and involvement in Hawaiian culture including music, dance, language, material crafts and history; to sponsor public performances, workshops, classes, retreats and other educational activities focused on Hawaiian culture; to provide scholarships for haumāna (students), kumu (teachers), and kūpuna (Hawaiian elders) to attend performances, workshops, classes, retreats and other educational activities in Hawaiian culture; and to directly engage in other activities related to education the public about Hawaiian music, dance, and culture.

Hakipu'u Lo'i Kalo

TPL & Ka Huli O Haloa, applied for \$350,000 for the acquisition of 1.5 acres of coastal lands in Ko'olaupoko, Island of Oahu, for the protection of agricultural, cultural and historic resources. The applicants intend to see matching funding for 66% of project costs mainly from the City and County of Honolulu's Clean Water Natural Lands Program, which regularly requires a conservation easement as a condition of the receipt of funds.

Acquisition will preserve rare coastal, cultural, and agricultural resources, including the coastal end of the Hakipu'u ahupua'a, the brackish Hakipu'u estuary in Kane'ohe Bay, productive agricultural lands in traditional lo'i kalo cultivation, and native wildlife inhabiting the property. The lo'i on the property are some of the only remaining lo'i kalo in Hakipu'u. Ka Huli O Haloa seeks to protect the lo'i kalo as an important cultural resource that helps establish the familial connection in Hawaiian cultural between people and the 'aina, and sets the foundation for the 'aina-based Hawaiian value system.

Ka Huli O Haloa will preserve the lo'i kalo ecosystem so that it may continue to provide the staple food of the traditional Hawaiian diet, support fertile habitat for native wildlife, and serve its many watershed functions. Ka Huli O Haloa also plans to manage the property as a peaceful refuge for

Hakipu'u residents and visitors, and to provide immense educational opportunities for school children and the public. The property will provide an outdoor learning environment for Hakipu'u Learning Center, other Hawaiian charter schools, and public and private schools without access to such resources. The property's bio-cultural resources will support Hawaiian cultural practices including kalo farming, fishing, and wa'a (canoe) making, navigation and sailing.

Ka Huli O Haloa is a local nonprofit organization, tax-exempt under 501(c)(3) of the Internal Revenue Code (IRC). Ka Huli O Haloa's mission is "to provide support and assistance to community-based educational initiatives and community charter school(s) to improve educational options and to perpetuate and preserve the arts, culture, history and traditions of Hawaii through education."

Ho'oulu Ola

TPL & Kokua Kalihi Valley Comprehensive Family Services (KKV), applied for \$900,000 for the acquisition of 11.44 acres in Honolulu, Island of Oahu, for the protection of natural lands, open space, and agricultural production. KKV will seek matching funds to cover the remaining 51% of project costs from private sources and the City and County of Honolulu's Clean Water and Natural Lands Program, which regularly requires a county-held conservation easement as a condition of the receipt of funds.

The property is surrounded by Likelike Highway to the South, State forest land to the North, and City Board of Water Supply property to the East and West. The State's 100-acre Kalihi Valley Nature Preserve is across the highway, and is currently leased to KKV to be managed as Ho'oulu 'Aina, a site that facilitates connections between the land and the surrounding community. The neighboring lands owned by Board of Water Supply and the State are watershed lands within the Ko'olau Range. The property is part of a koa mesic forest that includes old growth koa, hala and 'ohia trees, but mostly with nonnative invasive plants and pines. Currently, the property is accessed by trespassing hunters and dirt bikers, and has a reputation within the community as a site for criminal activities.

KKV seeks to transform the site into a safe and healthy place for Kalihi Valley residents and the broader public, and manage in a similar way to the Ho'oulu 'Aina site. KKV would work with the hunters to control the feral pig population, and illuminate dirt bike riding in order to create safe and healthy public access, open space for public enjoyment, and public outdoor recreational and educational opportunities where none previously existed. KKV will engage the community and the public towards restoration of mauka areas to a native landscape using the seeds of the protected makua (parent) trees on the property, grow food crops and la'au lapa'au (medicinal plants), and adopt traditional Hawaiian cultural practices. Kalihi residents will have a place to find local healthy produce and to make and sell value-added products and invasive-species wood products such as albizia furniture. The Kalihi plans to provide the community and public with participation in and benefit from the building of ahu (altar), traditional Hawaiian hale (house), and Hale Ola (House of Life), which will support practices such as ho'oponopono (traditional Hawaiian method of family problem solving), and provide a positive space for family activities.

KKV is a local nonprofit organization, tax-exempt under 501(c)(3) of the Internal Revenue Code (IRC). KKV's mission is: "Together we work toward healing and reconciliation and the alleviation of suffering in Kalihi Valley by serving communities, families, and individuals through strong relations that honors culture and fosters health and harmony."

Helemano

Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW), applied for \$1,067,500 in funding (of which \$350,000 is available for award) for the acquisition and protection 1,613 acres of forested watershed and recreational lands in Waialua, Island of Oahu. DOFAW is seeking matching funds for 90% or more of the project costs from the Forest Legacy Program the Army Compatible Use Buffer Program and the City and County of Honolulu Clean Water Natural Lands Program.

The Helemano parcel surrounds the Helemano Military Reservation, and is located downslope of the Poamoho Section of the Ewa Forest Reserve, near the town of Wahiawa. It contains a critical access route to DOFAW-managed lands, including the Poamoho Section of the Ewa Forest Reserve and soon to be created Poamoho Natural Area Reserve. DOFAW and the public currently have limited access to these public lands via an agreement with the current owner; however, this agreement is likely to be terminated upon sale of the property to an owner other than DOFAW. The Poamoho hiking trail and hunting area are popular recreational opportunities in Central O'ahu and on North Shore, with as many as 55 hikers and hunters in one weekend. Currently, the trail is only open on weekends and holidays, and access is limited to 20 individuals per permitted day.

Acquisition of this parcel will allow DOFAW to secure public and management access to the Forest Reserve and NAR, and will provide much-needed base yard and office space for DOFAW programs and other stakeholders, including the Oahu Watershed Partnerships. DOFAW plans to explore options for agroforestry product development and off road vehicle and mountain bike park and public hunting areas. DOFAW will also use the access to the mauka Forest Reserve and NAR to manage listed species and implement the management goals of the Watershed Initiative, Poamoho Forest Reserve and Natural Area Reserve programs.

In summary, in its recommendations below, DOFAW advises the Board to approve the four projects selected by the Commission and approved by the legislators, amounting to a total of \$4,600,000 in awarded funding from the Land Conservation Fund. This amount will fund the first three listed projects at the requested amounts, and provide a partial award of \$350,000 to the Helemano project.

Hawaii Revised Statutes, section 173A-4

Section 173A-4, HRS, sets forth two requirements for the Legacy Land grant process: it requires applicants to seek consultation of certain State agencies prior to submitting an application, and it sets forth in detail the framework for what type of deed restriction (including covenants, agricultural easements, conservation easements) may be required over properties being acquired with funds from the LLCP.

Agency Consultation Process

Section 173A-4, HRS, requires applicants to the LLCP to seek the consultation of this Department, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies can also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement). Using forms supplied by the Department, FY14 applicants consulted the three agencies prior to submitting applications to the LLCP, and then submitted the responses of these agencies to the LLCP along with the application form.

Conservation Easements, Agricultural Easements, Deed Restrictions, and Covenants

Section 173A-4, HRS, requires that organizations and agencies receiving funds under this chapter provide a conservation easement, agricultural easement, deed restriction, or covenant to the Department or another eligible agency. The law also provides that the Board shall be an owner of a conservation easement as a condition of the receipt of funding, and states that the Board or any agency or organization required to hold an easement may provide an exemption from that requirement.

To date, the Department has required all recipients of funds through this program to record restrictions in the deed of conveyance for the property. Similar to many federal programs, the Legacy Land restrictions for county and nonprofit grantees reference the grant agreement that is executed between the Board and the grantee, and also include the statutory restrictions on the transfer of the land provided within Chapter 173A, HRS. These statutory restrictions include payback provisions and mandatory Board approval for any subsequent transfer of the property. Per the restrictions, the owner must manage the land in a manner consistent with the protection of the resources as described in the original grant application.

While the Board currently possesses the optional authority to impose conservation easements on lands acquired by other entities, the Department advises that the deed restrictions imposed in previous years are more appropriate for the recommended Fiscal Year 2014 projects. Of the four projects being recommended, one is to be held by the State, and the remaining three will likely have conservation easements imposed by other agencies. The first three projects listed for funding in FY14 are seeking funds from organizations that will likely hold a conservation easement and the fourth project listed will be owned by the State and managed by DLNR DOFAW as Forest Reserve.

Chapter 343, Hawaii Revised Statutes: Environmental Assessment

Class 1, Exemption 15, on the June 12, 2008, Division of Forestry and Wildlife Exemption List, states, "The award of grants under H.R.S., Chapter 173A, for the acquisition of interests in land, provided that the acquisition does not cause any material change of use of land or resources beyond that previously existing." DOFAW advises declaring awards exempt from the preparation of an environmental assessment pursuant to this exemption.

RECOMMENDATIONS:

That the Board:

- 1) Approve the acquisition of the following parcels and authorize the Chairperson to execute a letter of offer to the landowner and encumber funds, under the FY14 LLCP ceiling, from the LCF for the following Department project:
 - a) **Helemano**; Department of Land and Natural Resources, Division of Forestry and Wildlife, at \$350,000 for the acquisition and protection 1,613 acres of forested watershed and recreational lands in Waialua, Island of Oahu.

Using a total of **\$350,000** from the LCF, subject to compliance with H.R.S., Chapter 173A, and the normal process and procedures for the acquisition of lands by the State.

- 2) Authorize the Chairperson to enter into agreements and encumber FY14 funds with the listed grant

recipients for the following grants to State agencies, nonprofit land conservation organizations, and counties:

- a) **Kuamo'o**; Trust for Public Land (TPL) & Mohala Hou Foundation, at \$3,000,000 for purchase of 47 acres in Kona, Island of Hawai'i, for the protection of coastal lands and cultural and historic resources.
- b) **Hakipu'u Lo'i Kalo**; TPL & Ka Huli O Haloa, at \$350,000 for the acquisition of 1.5 acres of coastal lands in Ko'olaupoko, Island of Oahu, for the protection of agricultural, cultural and historic resources.
- c) **Ho'oulu Ola**; TPL & Kokua Kalihi Valley Comprehensive Family Services, at \$900,000 for the acquisition of 11.44 acres in Honolulu, Island of Oahu, for the protection of natural lands, open space, and agricultural production.

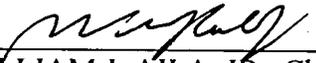
using a total of **\$4,250,000** from the LCF, subject to:

- a. compliance with H.R.S., Chapter 173A;
 - b. compliance with H.R.S., Chapter 343;
 - c. execution of a Grant Agreement with the BLNR;
 - d. certification of an appraisal for each project by the Department;
 - e. insertion of Legacy Land Conservation Program restrictions into the deed as a condition of contractual agreements with the grant recipients;
 - f. approval of the Grant Agreement and of the Deed by the Attorney General's office;
 - g. the availability of funds;
 - h. the approval of the Governor; and
 - i. such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
- 3) Require the imposition of Legacy Land Conservation Program restrictions into the deeds as a condition of contractual agreements with the grant recipients and exempt projects from any additional conservation easements that may be required under Section 173A-4, HRS.
 - 4) Declare these awards of funds exempt in accordance with Class 1, Exemption 15, on the June 12, 2008, Division of Forestry and Wildlife Exemption List.
 - 5) Authorize the Department to proceed with all due diligence and negotiations that may be necessary to carry out the grants and acquisitions mentioned above.

Respectfully submitted,


 gn LISA HADWAY, Administrator
 Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:


WILLIAM J. AILA, JR., Chairperson
Board of Land and Natural Resources

ATTACHMENTS:

- Attachment I: Table of recommended awards for the Fiscal Year 2014 Legacy Land Conservation Program with project maps and photos attached
- Attachment II: February 4, 2014, letter from the Senate President
- Attachment III: February 6, 2014, letter from the Speaker of the House of Representatives

Fiscal Year 2014 Legacy Land Conservation Commission Project Rankings (12/3/13)

| LLCC Rank | Project title | Agency/ org: | Location | Fee /CE | Size (acres) | Match (\$) | LL Request (\$) | Total Project Costs (\$) |
|----------------|----------------------------|---|-------------------------------|---------|--------------|------------|-----------------|--------------------------|
| 1 | Kuamo'o | TPL & Mohala Hou Foundation | Kona, Island of Hawai'i | fee | 47 | 1,045,000 | 3,000,000 | 4,450,000 |
| 2 and 3 (tied) | Hakipu'u Lo'i Kalo | TPL & Ka Huli O Haloa | Ko'olaupoko, Oahu | fee | 1.5 | 687,000 | 350,000 | 1,037,000 |
| 2 and 3 (tied) | Ho'oulu Ola | TPL & Kokua Kalihi Valley Comp. Family Services | Honolulu, Oahu | fee | 11.44 | 939,000 | 900,000 | 1,839,000 |
| 4 | Helemano | DLNR DOFAW | Helemano, Oahu | fee | 1,613 | 9,000,000 | 1,067,500 | 10,067,500 |
| 5 | Aina Haina Nature Preserve | TPL & City and County of Honolulu | Honolulu, Oahu | fee | 9.532 | 3,036,000 | 1,000,000 | 4,036,000 |
| 6 and 7 (tied) | Pupukea Mauka | DLNR DOFAW | Pupukea Mauka, Oahu | fee | 3,716 | 3,712,500 | 1,000,000 | 4,712,500 |
| 6 and 7 (tied) | Manu Nui Lava Tube | Cave Conservancy of Hawai'i | North Kona, Island of Hawai'i | fee | 22 | 87,500 | 262,500 | 350,000 |

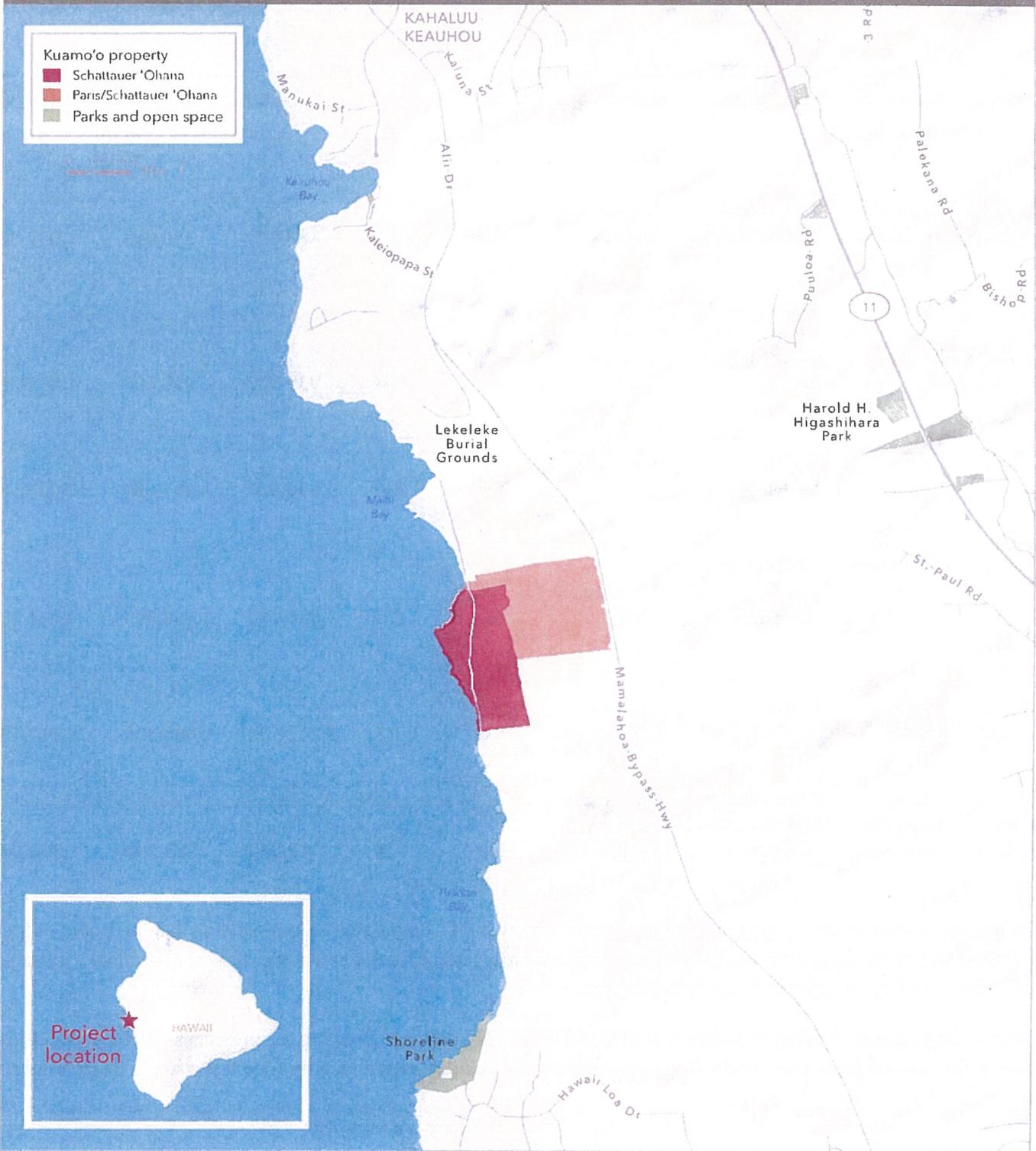
At its meeting on December 3, 2013, the Legacy Land Conservation Commission recommending that the Board of Land and Natural Resources fund the projects listed above in the order ranked, to the extent that funds are available, through the Fiscal Year 2014 Legacy Land Conservation Program.

Currently, the estimated funding available is \$4,600,000. With this estimate, funding the projects as listed would result in awards of the requested amounts for the first three projects listed, and a partial award of \$350,000 to the fourth project listed.

HAWAII

KUAMO'O, ISLAND OF HAWAII

- Kuamo'o property
- Schattauer 'Ohana
 - Paris/Schattauer 'Ohana
 - Parks and open space



THE TRUST *for* PUBLIC LAND
CONSERVING LAND FOR PEOPLE

FY14 Legacy Land - Kuamo'o



Sea Arch near southern border of Parcel 3

FY14 Legacy Land - Kuamo'o



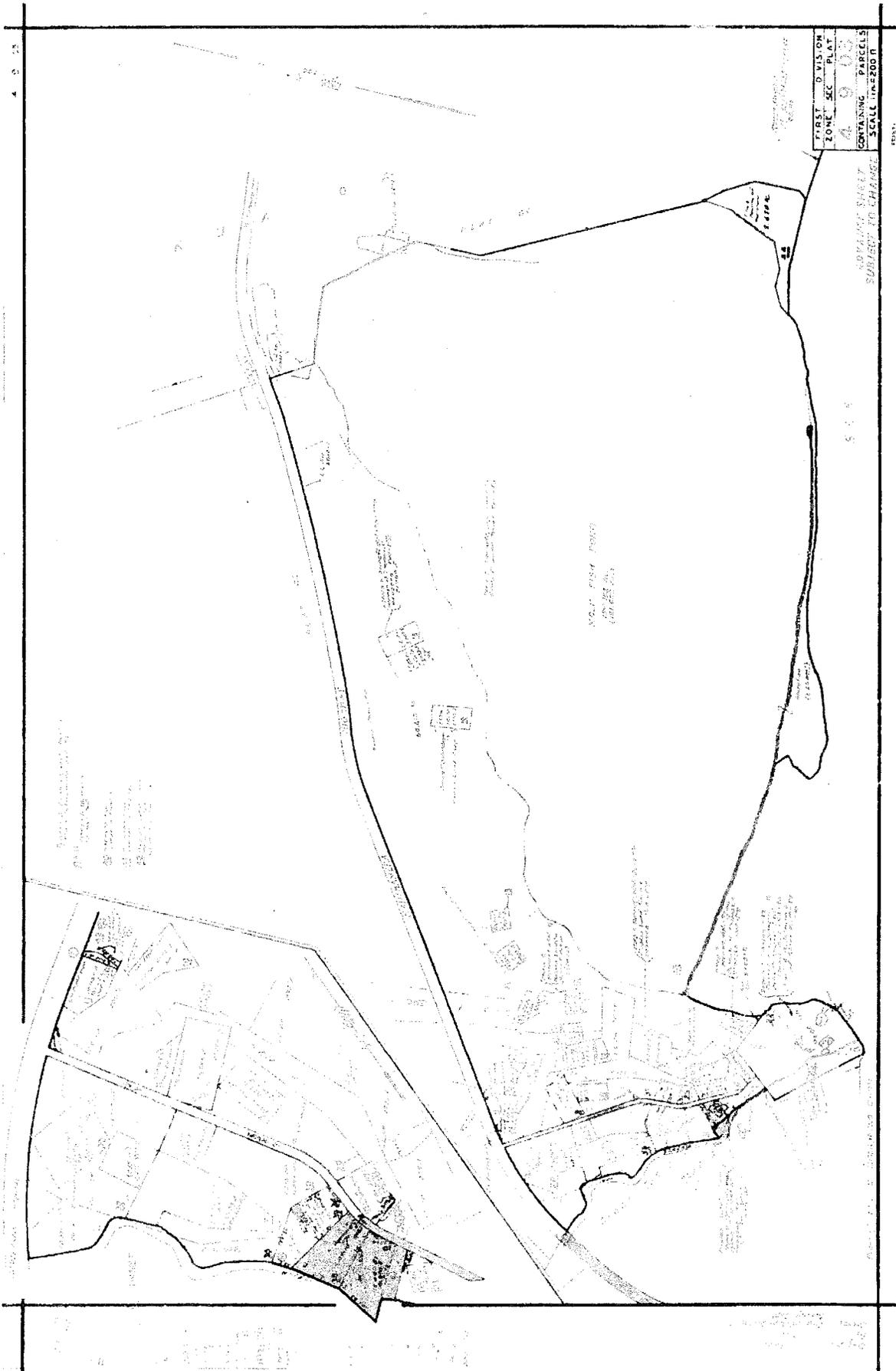
Bay or inlet near southern boundary of Parcel 3

FY14 Legacy Land - Kuamo'o

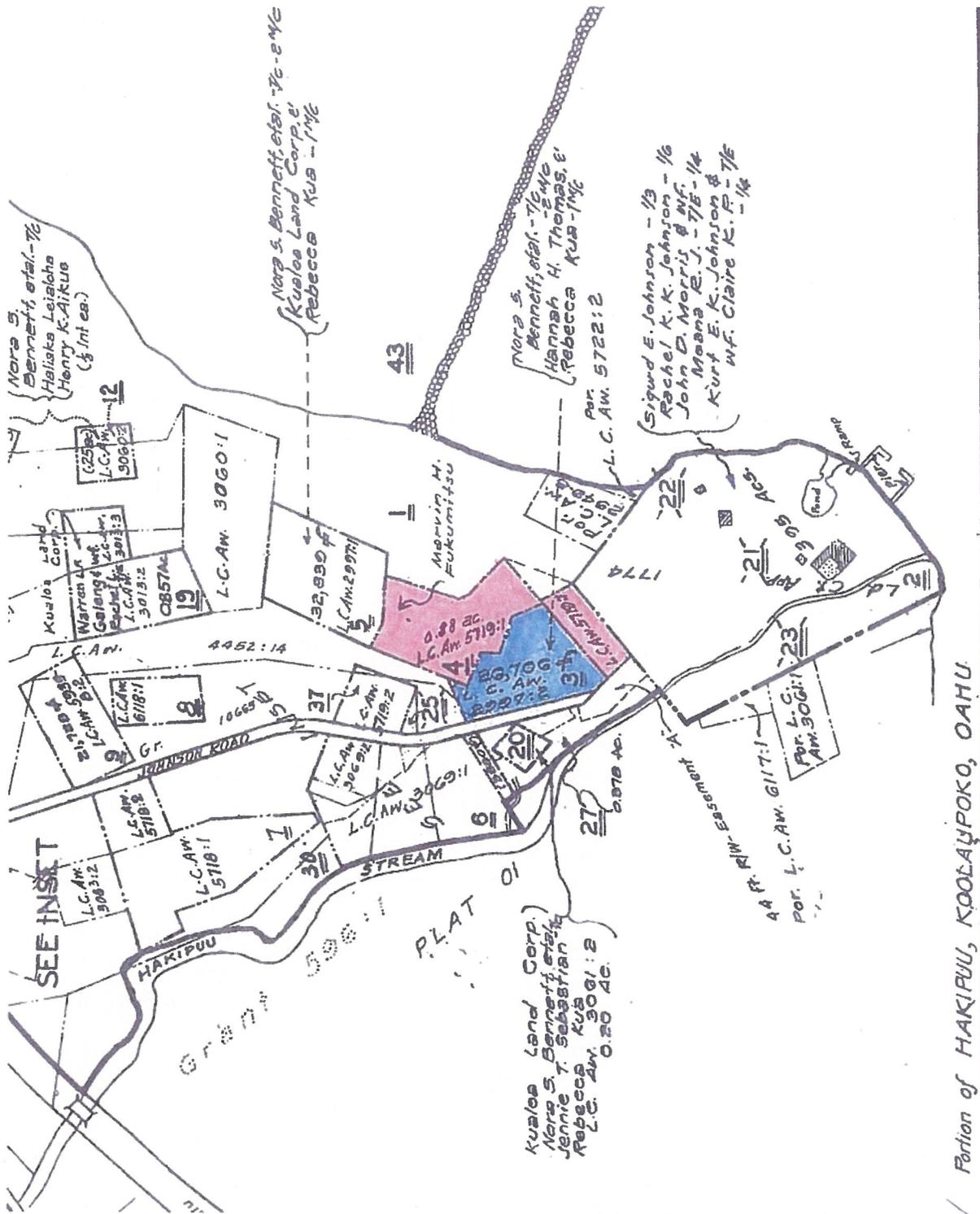


Konane Board (Hawaiian checkers)

FY14 Legacy Land - Hakipu'u L.o'i Kalo



FY14 Legacy Land - Hakipu'u Lo'i Kalo



Partion of HAKIPU, KOOLAUPOKO, OAHU

Photographs of the Hakipu'u Lo'i Kalo Property



Rain water on a kalo leaf



One of the property's lo'i kalo

FY14 Legacy Land - Hakipu'u Lo'i Kalo



Condemned house and large 'ulu tree on the property

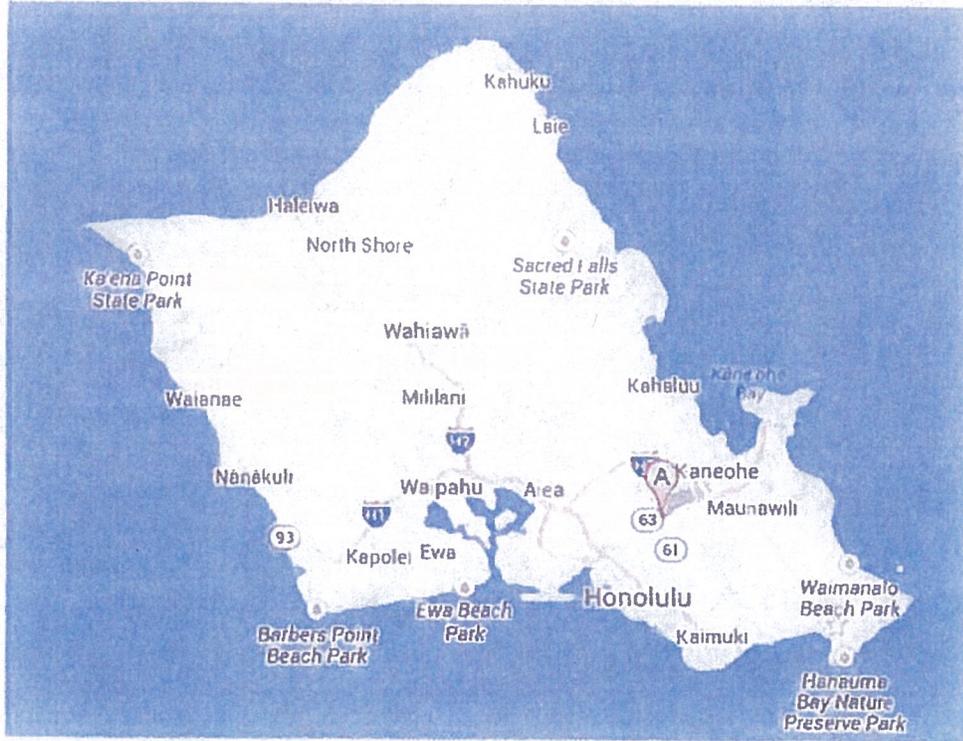
FY14 Legacy Land - Hakipu'u Lo'i Kalo



Aerial image with estimated property boundary lines and labels

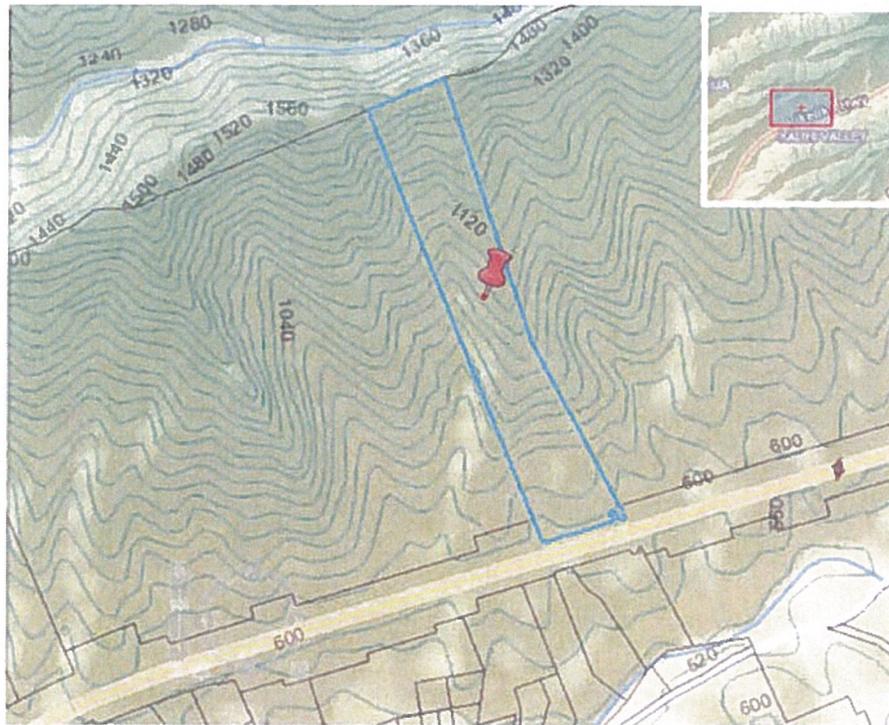
FY14 Legacy Land - Ho'oulu Ola

Kalihi Valley ('Ili of Pohakaa and Kioi) General Location & Parcel Map



FY14 Legacy Land - Ho'oulu Ola

Ho'oulu Ola General Location, Topography & Plat Maps



City & County of Honolulu

0.1 Miles

FY14 Legacy Land - Ho'oulu Ola



Old growth hala tree amidst nonnative species



Old growth koa tree on overpass overlooking Likelike Hwy.

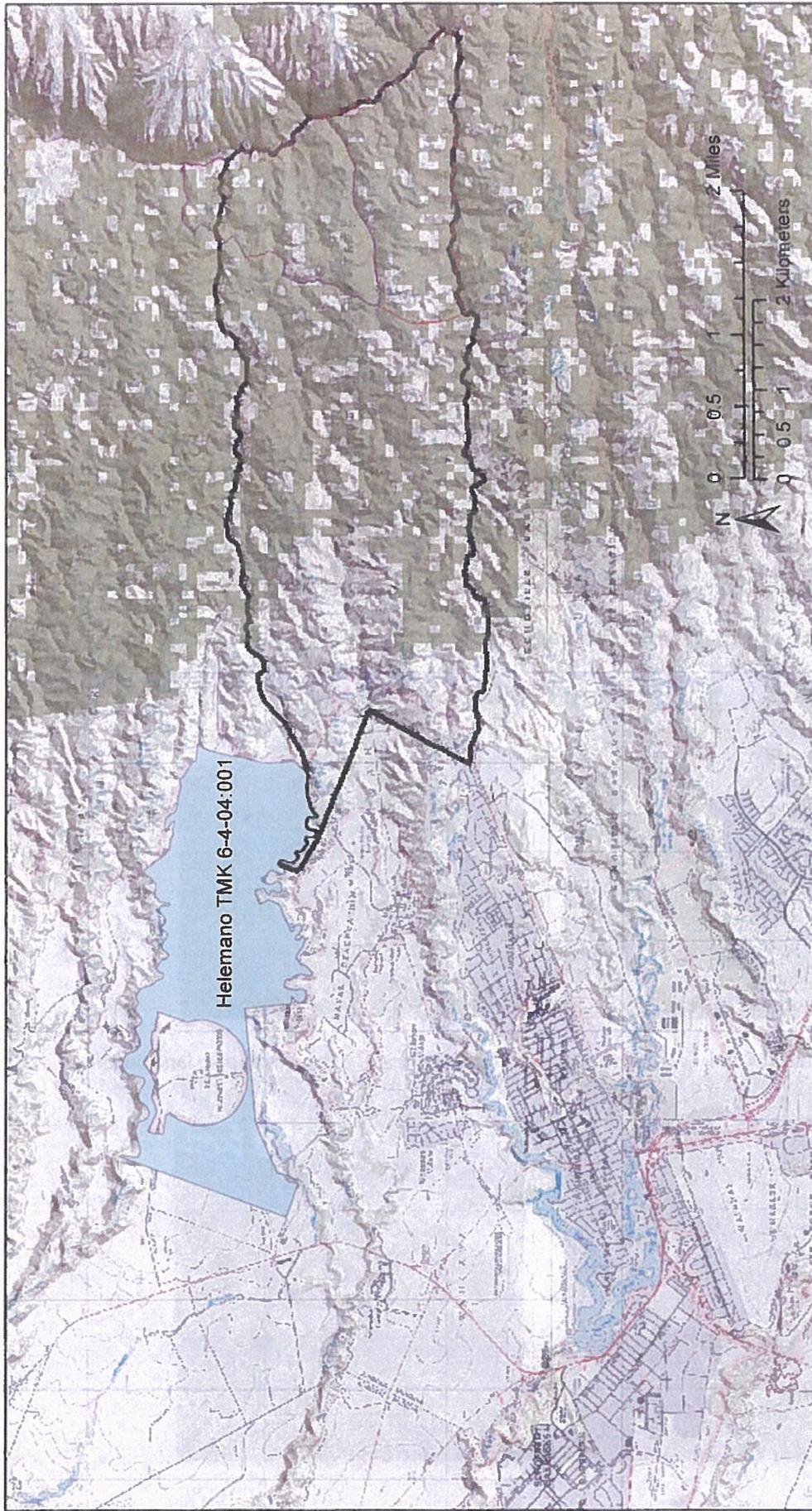
FY14 Legacy Land - Ho'oulu Ola



Large level grounds currently used by dirt bike racers that Ho'oulu 'Āina staff plan to plant

FY14 Legacy Land - Helemano
Helemano

Legacy Land Conservation Program FY14



- Legend**
- Helemano Parcel TMK 6-4-04:001
 - Poamoho Section of Ewa Forest Reserve
- Proposed Poamoho NAR**
- Northern Poamoho
 - Southern Poamoho

FOREST & WILDLIFE
HAWAII

HAWAII STATEWIDE GIS PROGRAM

Map Created 7-15-13
DOFAW 286-6378

FY14 Legacy Land - Helemano

Photos of the Helemano Property

Figure 1. View of the Poamoho Hele Loa Access Road



Figure 2 View of gulch habitat and terrain looking toward the North Shore, Oahu



Figure 3. View of Kukui Tree agro-forestry stand on right and fallow pineapple land on left





The Senate

STATE CAPITOL
HONOLULU, HAWAII 96813

February 4, 2014

DONNA MERCADO KIM
PRESIDENT

RONALD D. KOUCHI
VICE PRESIDENT

SAM SLOM
MINORITY LEADER

FIRST DISTRICT
GILBERT KAHELE

SECOND DISTRICT
RUSSELL E. RUDERMAN

THIRD DISTRICT
JOSH GREEN

FOURTH DISTRICT
MALAMA SOLOMON

FIFTH DISTRICT
GILBERT S. C. KEITH AGARAN

SIXTH DISTRICT
ROSALYN H. BAKER

SEVENTH DISTRICT
J. KALANI ENGLISH

EIGHTH DISTRICT
RONALD D. KOUCHI

NINTH DISTRICT
SAM SLOM

TENTH DISTRICT
LES IHARA, JR.

ELEVENTH DISTRICT
BRIAN T. TANIGUCHI

TWELFTH DISTRICT
BRICKWOOD GALUTERA

THIRTEENTH DISTRICT
SUZANNE CHUN OAKLAND

FOURTEENTH DISTRICT
DONNA MERCADO KIM

FIFTEENTH DISTRICT
GLENN WAKAI

SIXTEENTH DISTRICT
DAVID Y. IGE

SEVENTEENTH DISTRICT
CLARENCE K. NISHIHARA

EIGHTEENTH DISTRICT
MICHELLE N. KIDANI

NINETEENTH DISTRICT
WILL ESPERO

TWENTIETH DISTRICT
MIKE GABBARD

TWENTY-FIRST DISTRICT
MALE S. L. SHIMABUKURO

TWENTY-SECOND DISTRICT
DONOVAN M. DELA CRUZ

TWENTY-THIRD DISTRICT
CLAYTON HEE

TWENTY-FOURTH DISTRICT
JILL N. TOKUDA

TWENTY-FIFTH DISTRICT
LAURA H. THIELEN

CHIEF CLERK
CAROL TANIGUCHI

William J. Aila, Jr., Chairperson
Board of Land and Natural Resources
State of Hawaii
P.O. Box 621
Honolulu, Hawaii 96809

Dear Mr. Aila:

I am in receipt of your letter dated January 10, 2014 in which you submit for my review and consultation the recommendation of the Legacy Land Conservation Commission's funding of four projects for the Fiscal Year 2014 Legacy Land Conservation Program.

This letter is to acknowledge that you are seeking comment to fulfill your statutory requirement pursuant to Hawaii Revised Statutes, Chapter 173A, that requires the Department to request consultation on the list of recommended projects with the Senate President, prior to submitting them to the Board of Land and Natural Resources for approval.

After reviewing we currently have no concerns or objections to the four projects as proposed in your attachments.

Thank you for the opportunity to provide comments on this matter.

Sincerely,

Donna Mercado Kim
Senate President
Senator, 14th district



JOSEPH M. SOUKI
SPEAKER

HOUSE OF REPRESENTATIVES

STATE OF HAWAII
STATE CAPITOL
HONOLULU, HAWAII 96813

February 6, 2014

Mr. William J. Aila, Jr., Chairperson
Department of Land and Natural Resources
P.O. Box 621
Honolulu, Hawaii 96809

Dear Chair Aila:

Thank you for your letter requesting consultation on the recommendations of the Legacy Land Conservation Commission regarding funding of projects for the Fiscal Year 2014 Legacy Land Conservation Program.

Upon reviewing I currently have no concerns or objections to the seven projects as proposed in your attachments.

Sincerely,

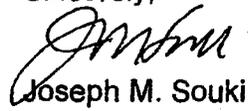

Joseph M. Souki
Speaker of the House

Exhibit B: Legacy Land Conservation Program Grant Agreement, Contract Number 64704

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

This Agreement, entered into on December 29, 2014, by and between the BOARD OF LAND AND NATURAL RESOURCES, STATE OF HAWAII ("STATE"), by its Chairperson, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, and Mohala Hou Foundation ("AWARDEE"), a nonprofit corporation under the laws of the State of Hawaii, whose business address and federal and state taxpayer identification numbers are as follows:

69-1770 PUAKO LEACH DR. KAMUELA, HI 96741 / W 88114132-01 STATE
20-8033866 FEDERAL

EXHIBITS

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

RECITALS

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

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

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

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

WHEREAS, money is available to fund this Agreement pursuant to: Chapter 173A, HRS, LNR 101 (S-14-317-514) in the following maximum amount: Three Million and No. 100 Dollars (\$3,000,000);

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

A. SCOPE OF PERFORMANCE

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

B. TIME OF PERFORMANCE

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

C. COMPENSATION

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

D. STANDARDS OF CONDUCT DECLARATION

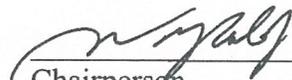
The "Standards of Conduct Declaration" by AWARDEE, set forth in Attachment 4, is hereby made a part of this Agreement.

E. OTHER TERMS AND CONDITIONS

The "General Conditions for Legacy Land Conservation Program Grant Agreements," set forth in Attachment 5, is hereby made a part of this Agreement.

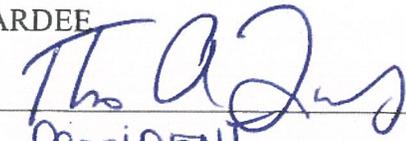
IN WITNESS WHEREOF, the STATE and the AWARDEE have executed this Agreement effective as of the date first above written.

STATE



Chairperson
dkt Board of Land and Natural Resources

AWARDEE

By 

Its PRESIDENT
(Title) *

APPROVED AS TO FORM:



Deputy Attorney General

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

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT
CIVIL CODE § 1189

State of California

County of San Diego }

On November 12, 2014 before me, Kassandra Aguirre, Notary Public,
Date Name and Title of the Officer

personally appeared Thomas A. Lunneberg
Name(s) of Signer(s)



Place Notary Seal Above

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: Kassandra Aguirre
Signature of Notary Public

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Grant Agreement Document Date: _____

Number of Pages: -10- Signer(s) Other Than Named Above: None

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer's Name: _____

Corporate Officer — Title(s): _____

Partner — Limited General

Individual Attorney in Fact

Trustee Guardian or Conservator

Other: _____

Signer Is Representing: _____

Signer Is Representing: _____

SCOPE OF PERFORMANCE

Project Description

The AWARDEE shall use funds from the Legacy Land Conservation Program (“LLCP”) for land acquisition of: 47 acres, more or less, in Kona, Island of Hawaii, including the transfer of a conservation easement to the County of Hawaii (“Property”) for the protection of resource values stated in Sections “C,” “D,” and “G” of the Project Application attached hereto as Exhibit A. Property acquired with LLCP funding from the Land Conservation Fund shall be held and managed in a manner designed to protect the Property’s resource values.

Performance

The AWARDEE is required to do the following:

1. Submit a request for payment containing all documentation required in Attachment 3 (“Compensation and Payment Schedule”) to the satisfaction of the STATE.
2. Complete acquisition of the Property and record a document of conveyance of the Property to Mohala Hou Foundation.
3. The document of conveyance to Mohala Hou Foundation shall include the following paragraphs:

"The property has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program (“LLCP”) through grant agreement number _____, dated December 29, 2014 and is subject to all of the terms and conditions of the grant agreement. Title of the property conveyed by this deed shall vest in Mohala Hou Foundation, subject to disposition instructions from the State of Hawaii, Department of Land and Natural Resources (“DLNR”), or its successor agencies. The property shall be managed consistently with the purposes for which it was awarded a LLCP grant and Chapter 173A, Hawaii Revised Statutes.

Mohala Hou Foundation, for itself, its successors and assigns, and in consideration of the LLCP grant, does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this property without the written approval of the DLNR or its successor agencies. Upon notice from Mohala Hou Foundation, that it intends to dispose of, encumber the title or other interests in, or convert the use of the property, the DLNR may:

1. Require Mohala Hou Foundation, to place on the property, a deed restriction or covenant to protect the resource values for which Mohala

Hou Foundation was awarded a LLCP grant, to an appropriate land conservation organization or county, state, or federal resource conservation agency. The deed restriction or covenant shall run with the land and be recorded with the appropriate state agency.

2. Require to be placed on the property, a conservation easement or agricultural easement under Chapter 198, Hawaii Revised Statutes, to an appropriate land conservation organization or county, state, or federal resource conservation agency, that shall run with the land and be recorded with the appropriate state agency.
3. Require subsequent landowners to enter into a contract with the DLNR for the protection of the resource values consistent with the purposes for which the LLCP grant was awarded.

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

4. Cooperate with the STATE in all efforts to document the condition and status of the resource values for which the grant funds were provided.
5. Any substantive changes to the Project Application must be agreed to by the AWARDEE and the Chairperson of the Board of Land and Natural Resources in writing.
6. The AWARDEE shall maintain the same proportion of matching funds to awarded funds as set forth in Section F. of the Project Application, attached hereto as Exhibit A.
7. The document of conveyance to the County of Hawaii shall include the following paragraphs:

"The fee interest that this conservation easement encumbers has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program ("LLCP") through grant agreement number _____, dated December 29, 2014, and is subject to all of the terms and conditions of the grant agreement.

The holder of the conservation easement shall also be subject to the terms and conditions of the grant agreement to the extent applicable under the holder's rights and responsibilities under the conservation easement.

The Grantor covenants that the property shall be managed consistently with the purposes for which it was awarded a LLCP grant and Chapter 173A, Hawaii Revised Statutes.

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

The County of Hawaii further covenants that if the conservation easement is sold, leased, rented, or otherwise disposed of by the County of Hawaii, 74% of the net proceeds (sale price less actual expenses of sale) of such sale, rental, or proceeds, i.e., the proportion that the state grant bears to the original cost of the unrestricted fee interest, shall be paid to the State of Hawaii.

TIME SCHEDULE

This Agreement shall be in effect beginning December 29, 2014. AWARDEE shall complete acquisition of the Property and record the conveyance no later than December 29, 2016. If any of the performances required in the Scope of Performance are not completed within the time stated, AWARDEE may be required to return all funds previously received by it pursuant to this Agreement. The Chairperson of the Board of Land and Natural Resources may extend the time for performance of any requirement. Requests for extension must be submitted by AWARDEE in writing 90 days prior to December 29, 2016, or they will not be considered.

COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Agreement, from Chapter 173A, Hawaii Revised Statutes, and LNR 101 (S-14-317-514), the STATE and the AWARDEE agree to the following:

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

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

The STATE may withhold any portion of the payment until all commitments are verified as complete to the satisfaction of the STATE.

Reimbursement will be the method for all costs except for grant funds used to purchase land. All requests for payment must be received by the LLC by December 15, 2016. A single payment or multiple payments, not exceeding the total amount of Three Million and No/100 Dollars (\$3,000,000), shall be made upon:

- i. AWARDEE's completion of the Checklist for Legacy Land Conservation Program Projects attached hereto as Exhibit B to the satisfaction of the STATE;
- ii. AWARDEE's compliance with all LLC policies and practices;
- iii. the STATE's receipt of an original invoice and copies of all bills, invoices, and receipts; and
- iv. the STATE's receipt of AWARDEE's tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service and DLIR Certificate of Compliance.

The STATE may accept from AWARDEE a current Certificate of Vendor Compliance from Hawaii Compliance Express (HCE) as a substitute for the Hawaii State Department of Taxation and the Internal Revenue Service tax clearances and DLIR Certificate of Compliance.

All invoices should:

- o Identify costs,
- o Reference the contract number, and
- o Have a line that states "this is an original invoice" with a signature (in a pen color other than black) to certify this statement.

The final invoice should be marked as "Final" when submitted and should be accompanied by a Certification of Compliance for Final Payment.

- b) Within thirty (30) days of acquiring the Property, but no later than December 29, 2016, AWARDEE shall submit to the STATE a copy of the recorded conveyance document transferring ownership of the 47 acres, more or less, in Kona, Island of Hawaii , including the transfer of a conservation easement to the County of Hawaii, to AWARDEE. AWARDEE shall also submit any other documentation of the transaction that is requested by the STATE.
- c) The total amount awarded under this Agreement will be dependent upon the project being completed with no substantive changes to the Project Application. The amount of the award shall not be increased, but the STATE may reduce the award if the project changes in any way that the STATE deems substantial. For example, a reduction in acreage, purchase price, or fair market value may be deemed substantial and sufficient justification for a reduction in the award. The AWARDEE is shall maintain the same proportion of matching funds to awarded funds as set forth in Section F. of the Project Application, attached hereto as Exhibit A.
- d) All payments under this Agreement are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, HRS. Furthermore, all payments shall be made in accordance with and subject to chapter 40, HRS.

The AWARDEE acknowledges and agrees that the availability of funds from the Land Conservation Fund established under the laws of the State of Hawaii shall be subject to the approval and release of the budgeted funds by the Governor of the State of Hawaii. If insufficient funds are released or otherwise made available to the STATE to pay the AWARDEE, the STATE may, without liability to the STATE, reduce or eliminate the amount of compensation to the AWARDEE, upon written notification by the STATE to the AWARDEE.

STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

“Agency” means and includes the State, the legislature and its committees, all executive departments boards, commissions, committees, bureaus, offices; and all independent commissions and other establishments of the state government but excluding the courts.

“Controlling interest” means an interest in a business or other undertaking which is sufficient in fact to control, whether the interest is greater or less than fifty per cent (50%).

“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices, and judges. (Section 84-3, HRS).

On behalf of Mohala Hou Foundation, AWARDEE, the undersigned does declare as follows:

1. AWARDEE is is not a legislator or an employee or a business in which a legislator or an employee has a controlling interest. (Section 84-15(a), HRS).
2. AWARDEE has not been represented or assisted personally in the matter by an individual who has been an employee of the agency awarding this Agreement within the preceding two years and who participated while so employed in the matter with which the Agreement is directly concerned. (Section 84-15(b), HRS).
3. AWARDEE has not been assisted or represented by a legislator or employee for a fee or other compensation to obtain this Agreement and will not be assisted or represented by a legislator or employee for a fee or other compensation in the performance of this Agreement, if the legislator or employee has been involved in the development or award of the Agreement. (Section 84-14(d), HRS).
4. AWARDEE has not been represented on matters related to this Agreement, for a fee or other consideration by an individual who, within the past twelve (12) months, has been an agency employee, or in the case of the Legislature, a legislator, and participated while an employee or legislator on matters related to this Agreement. (Sections 84-18(b) and (c), HRS).

AWARDEE understands that the Agreement to which this document is attached is voidable on behalf of the STATE if this Agreement was entered into in violation of any provision of chapter 84, Hawaii Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source for the declarations above.

Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the STATE.

AWARDEE:

By Thomas A. Lunneberg
(Signature)

Print Name THOMAS A. LUNNEBERG

Print Title PRESIDENT

Name of AWARDEE MOHALA

HOU FOUNDATION

Date NOVEMBER 12, 2014

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

1. Awardee's Qualifying Standards.
 - a. The AWARDDEE is a state agency, county, or a nonprofit land conservation organization.
 - b. If the AWARDDEE is a non-profit land conservation organization, the AWARDDEE has been determined by the Internal Revenue Service to be a non-profit organization, and AWARDDEE has a governing board whose members have no material conflict of interest and serve without compensation.
2. Recordkeeping Requirements. The AWARDDEE shall, in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to the AWARDDEE's performance under this Agreement. The AWARDDEE shall retain all records related to the AWARDDEE's performance under this Agreement for at least three (3) years after the date of submission of the AWARDDEE's Final Project Report.
3. Audit of AWARDDEE. The AWARDDEE shall allow the STATE full access to records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and assuring the proper expenditure of the grant. This right of access shall last as long as the records and other related documents are retained. The AWARDDEE shall respond to any requests from the STATE for information regarding monitoring, measuring the effectiveness, and assuring the proper expenditure of the grant within 60 days.
4. Nondiscrimination. No person performing work under this Agreement, including any employee or agent of the AWARDDEE, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
5. Inspection of Property. The AWARDDEE shall permit the STATE and its agents and representatives, at all reasonable times, the right to enter and examine the Property to ensure compliance with chapter 173A, Hawaii Revised Statutes, and the terms of this Agreement. The STATE shall provide either written or verbal notice to the AWARDDEE forty-eight hours prior to entering the Property.
6. Conflicts of Interest. The AWARDDEE represents that neither the AWARDDEE, nor any employee or agent of the AWARDDEE, presently has any interest, and

promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with the AWARDEE's performance under this Agreement.

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

assumes the sole and entire liability to the AWARDDEE's employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by the AWARDDEE, or the AWARDDEE's employees or agents, in the course of their employment.

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

12. Payment Procedures: Tax Clearance. All payments under this Agreement shall be

made only upon submission by AWARDDEE of (i) original invoices specifying the amount due and certifying that it has completed performance in accordance with the Agreement, and (ii) tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service. Such payments are subject to availability of funds and allotment by the Director of Finance in accordance with chapter 37, Hawaii Revised Statutes. Further, all payments shall be made in accordance with and subject to chapter 40, Hawaii Revised Statutes.

13. Publicity.

- a. The STATE Legacy Land Conservation Program shall be credited as a sponsor on all advertising and promotional materials and activities wherever and whenever possible. The AWARDDEE shall not refer to the STATE, or any office, agency, or officer thereof, or any state employee, in any of the AWARDDEE's brochures, advertisements, or other publicity of the AWARDDEE without consultation and written permission from the Public Information Office of the State of Hawaii, Department of Land and Natural Resources.
- b. The AWARDDEE consents to the STATE's use of AWARDDEE and the Property's name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program. The STATE shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the Legacy Land Conservation Program.

14. Confidentiality of Material.

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

15. Suspension and Termination of Agreement.

- a. The STATE reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to the AWARDDEE. Upon receipt of said notice, the AWARDDEE shall immediately comply with said notice and suspend all performance under this Agreement at the time stated.

- b. If, for any cause, the AWARDDEE breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner the AWARDDEE's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by the STATE, the STATE shall have the right to terminate this Agreement by giving written notice to the AWARDDEE of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, the STATE may terminate this Agreement without statement of cause at any time by giving written notice to the AWARDDEE of such termination at least thirty (30) calendar days before the effective date of such termination.
 - c. Upon termination of the Agreement, the AWARDDEE, within thirty (30) calendar days of the effective date of such termination, shall compile and submit in an orderly manner to the STATE an accounting of the work performed up to the date of termination. In such event, the AWARDDEE shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to the AWARDDEE under this Agreement.
 - d. If this Agreement is terminated for cause, the AWARDDEE shall not be relieved of liability to the STATE for damages sustained because of any breach by the AWARDDEE of this Agreement. In such event, the STATE may retain any amounts which may be due and owing to the AWARDDEE until such time as the exact amount of damages due to the STATE from the AWARDDEE has been determined. The STATE may also set off any damages so determined against the amounts retained.
16. Disputes. No dispute arising under this Agreement may be sued upon by the AWARDDEE until after the AWARDDEE's written request to the Chairperson of the Board of Land and Natural Resources ("CHAIRPERSON") to informally resolve the dispute is rejected, or until ninety (90) calendar days after the CHAIRPERSON's receipt of the AWARDDEE's written request whichever comes first. While the CHAIRPERSON considers the AWARDDEE's written request, the AWARDDEE agrees to proceed diligently with the performance necessary to complete the Project unless otherwise instructed in writing by the CHAIRPERSON.
17. State Remedies. The AWARDDEE understands that in the event that it no longer meets all of the standards set forth in paragraph 1 of these General Conditions, or in the event that AWARDDEE fails to comply with any of the other requirements, provisions, or conditions set forth in this Agreement, that the STATE may refuse to make further payments to AWARDDEE or may seek reimbursement for

payments made to AWARDDEE under this Agreement. In addition to the remedies set forth above, the STATE shall be entitled to pursue any other remedy available at law or in equity.

18. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement permitted by this Agreement shall be made by written amendment to this Agreement, signed by the AWARDDEE and the STATE.
19. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the CHAIRPERSON at the CHAIRPERSON's office in Honolulu, Hawaii or to the AWARDDEE at the AWARDDEE's address as indicated in the Agreement. A notice shall be deemed to have been received three (3) days after mailing or at the time of actual receipt, whichever is earlier. The AWARDDEE are responsible for notifying the CHAIRPERSON in writing of any change of address.
20. Waiver. Prior to the disbursement of funds, the CHAIRPERSON, in his or her discretion, may waive certain conditions set forth in this Agreement. No waiver shall be effective unless in writing executed by the CHAIRPERSON. The failure of the STATE to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of the STATE's right to enforce the same in accordance with this Agreement. The fact that the STATE specifically refers to one section of the Hawaii Revised Statutes, and does not include other statutory sections in this Agreement shall not constitute a waiver or relinquishment of the STATE's rights or the AWARDDEE's obligations under the statutes.
21. Severability. In the event that any provision of this Agreement is declared invalid or unenforceable by a court, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement.
22. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawaii. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawaii.
23. Survival. AWARDDEE's obligations and the STATE's remedies shall survive the funding of the grant and the acquisition of this Property by AWARDDEE.
24. Entire Contract. This Contract sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the STATE and the AWARDDEE relative to this Agreement. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and

representations, which shall no further force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the STATE and the AWARDEE other than as set forth or as referred to herein.

25. Counterparts. Furthermore, the parties agree that this Agreement may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signature to the original or the same counterparts. For all purposes, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.
26. Suspension. Upon a breach of this Agreement, the STATE may impose sanctions against AWARDEE, including, but not limited to: suspension of all grant payments; and suspension of the AWARDEE's participation in STATE grant programs; until such time as all breaches are cured to the STATE's satisfaction. Sanctions may also include repayment of all state funds expended and any sanctions included as provisions herein.

Exhibit A

**Mohala Hou Foundation
Project Application**

**Legacy Land Conservation Program
2013 - 2014 (Fiscal Year 2014)**

E Manono (O Manono)

*E Manono lā 'ea
E Manono lā 'ea
'Ae 'oe 'ae 'oe ē
Kau ka 'ope'ope
Ka ulu hala lā 'ea
'Ae 'oe 'ae 'oe ē
Ka uluhe lā 'ea
Ka uluhe lā 'ea
'Ae 'oe 'ae 'oe ē
Hāli'i pīnana
No huli mai
'Ae 'oe 'ae 'oe ē
Huli mai 'oe lā
Moe kāua
'Ae 'oe 'ae 'oe ē
E Manono lā 'ea
E Manono lā 'ea
'Ae 'oe 'ae 'oe ē
Kau ka 'ope'ope
Ka ulu hala lā 'ea
'Ae 'oe 'ae 'oe ē
Kō aloha lā 'ea
Kō aloha lā 'ea
'Ae 'oe 'ae 'oe ē
Mālama kō aloha
Mālama kō aloha ē
'Ae 'oe 'ae 'oe ē
Mālama kō aloha*

He inoa no Manono

O Manono tra la
O Manono tra la
La la la la
Place the bundles
In the pandanus grove tra la
La la la la
The wild staghorn fern tra la
The wild staghorn fern tra la
La la la la
A nest is spread
Now turn to me
La la la la
Turn to me now
Let us rest
La la la la
O Manono tra la
O Manono tra la
La la la la
Place the bundles
In the pandanus grove tra la
La la la la
Your love tra la
Your love tra la
La la la la
Keep your love
Keep your love
La la la la
Keep your love

In the name of Manono (source: *Hula Preservation Society*)

THE TRUST FOR PUBLIC LAND, HAWAIIAN ISLANDS PROGRAM &
THE MOHALA HOU FOUNDATION

APPLICATION TO THE STATE OF HAWAI'I LEGACY LAND
CONSERVATION PROGRAM

KUAMO'O BATTLEFIELD AND BURIAL GROUND, HAWAI'I ISLAND
SEPTEMBER 13, 2013



2013-2014 GRANT APPLICATION FORM

Legacy Land Conservation Program Department of Land and Natural Resources

Please read the Grant Application Instructions (above) and the Grant Program Guidelines, available at <http://hawaii.gov/dlnr/dofaw/lcp>, prior to completing this Grant Application Form. The signed Grant Application Form and Required Preliminary Documentation must be sent by September 16, 2013, 4:30 p.m., Hawaii-Aleutian Standard Time (HST), in Portable Document Format (PDF) to legacylandconservationprogram@gmail.com and (postmarked or hand-delivered) in hard copy format to:

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

ATTENTION: This request for applications may be cancelled and any or all proposals rejected in whole or in part, without liability, when it is determined to be in the best interest of the State. Final awards are subject to the availability of funds and are also subject to budget restrictions and procedures implemented under Executive Biennium Budget Instructions.

CERTIFICATION:

I/We hereby certify that the statements and information contained in this Legacy Land Conservation Program Grant Application, including all attachments, are true and accurate to the best of my/our knowledge and understand that if any statements are shown to be false or misrepresented, this application may be rejected.

Lea Hong

The Trust for Public Land, State Director

Name* (please type)

Title

Lea Hong
Signature* (sign after printing)

Sept 10, 2013
Date

Co-applicant (if applicable):

S. Kaliko Beamer-Trapp
Name* (please type)

Mohala Hou Foundation,

Title

S. Kaliko Beamer-Trapp
Signature* (sign after printing)

Sept 9th 2013
Date

* Must be authorized to sign on behalf of agency or organization.

PROJECT LOCATION: Hawai'i Island, south of Keauhou/Lekeleke, Kuamo'o

APPLICANT: The Trust for Public Land & Mohala Hou Foundation (or its successor)

PROJECT TITLE: Kuamo'o, Kona District, Hawai'i Island

District

Island

APPLICATION PACKAGE CHECKLIST Check the boxes if the following items are attached and provide an explanation if they are not.

- Letter from current landowner acknowledging project and indicating willingness to sell
- A general location map and a parcel map
- At least one (1), but no more than three (3) photos of the property
- Any concise and relevant appended/supplementary materials (optional)
- FOR NONPROFIT LAND CONSERVATION ORGANIZATIONS
 - o Copy of mission statement and
 - o IRS 501 (c) (3) or (c) (1) non-profit status determination letter
- WHERE INTENDED HOLDER OF PROPERTY IS OTHER THAN APPLICANT: the intended holder must sign this form as a co-applicant and provide any forms required of applicants AND provide a letter indicating willingness to participate
- A preliminary title report
- Three separate agency consultation forms and any accompanying consultation provided to the applicant by the Department of Land and Natural Resources, the Department of Agriculture, and the Agribusiness Development Corporation

PRIORITY CHECKLIST Please indicate which of the following Legacy Land acquisition priorities this project will meet. Explain and demonstrate your answer while filling out the application.

- Lands having exceptional value due to the presence of:
 - Unique aesthetic resources;
 - Unique and valuable cultural or archaeological resources; or
 - Habitats for threatened or endangered species of flora, fauna, or aquatic resources.
- Lands that are in imminent danger of development.
- Lands that are in imminent danger of being modified, changed, or used in a manner to diminish its value.
- Lands that are unique and productive agricultural lands.
- Lands providing critical habitats for threatened or endangered species that are in imminent danger of being harmed or negatively impacted.
- Lands containing cultural or archaeological sites or resources that are in danger of theft or destruction.

SECTION A. APPLICANT INFORMATION

| | |
|--|---|
| Agency / organization name | The Trust for Public Land |
| Mailing address (P.O. box or street, city, state, zip) | 1136 Union Mall, Suite 202 |
| Contact person and title | Lea Hong, Hawaiian Islands State Director |
| Phone numbers (best contact, work, cellular) | (808) 524-8563 (w), (808) 783-3653 (cell) |
| Email address | lea.hong@tpl.org |
| Agency / organization website (include URL to any specific pages regarding this project) | www.tpl.org/hawaii |

SECTION B. TYPE OF ACQUISITION

1. We are requesting funding for the acquisition of:

| | |
|---|-------------------------------------|
| Fee simple interest in private land | <input checked="" type="checkbox"/> |
| Permanent conservation or agricultural easement | <input type="checkbox"/> |

2. We intend for the property interest to be held by:

| | |
|---|-------------------------------------|
| State of Hawaii: _____ | <input type="checkbox"/> |
| County of: _____ | <input type="checkbox"/> |
| Other (indicate entity)*: <u>Mohala Hou Foundation (or its successor)</u> | <input checked="" type="checkbox"/> |

* If the intended holder of the interest in land is an entity other than the applicant, the entity that will hold title to the interest in land must be a co-applicant and supply all required documentation for application, and must also attach a letter acknowledging its participation in the project.

SECTION C. DESCRIPTION OF LAND (SUMMARY)

1. Location of property (please be as specific as possible; for example, "Moloaa, makai, located on the north shore of Kauai"):

Hawai'i Island, Kona District, located south of Keauhou/Lekeleke, ahupua`a of Kuamo`o, Ma`ihi 2, and Kawanui 1

2. Tax Map Key(s) (use the following format: "(4) 5-6-007:008"):

(3) 7-9-05:002, 003, 004, 014

3. Size of property (indicate acreage or square footage):

Approximately 107 acres

4. What types of easement(s) are located on the property? (for example: vehicular, pedestrian for beach access, utility, etc.):

Road and utility easements to Ali'i Highway (public road), Ala Kahakai National Historic Trail

5. Does the seller have full undivided fee ownership of property ("clear title")? If not, please explain. Attach a preliminary title report (see instructions).

Yes. Status title reports are attached for all parcels, except TMK: (3) 7-9-005-002 (Parcel 2). The title company is waiting to issue the report after recordation of a recently signed settlement.

6. Will the public have access to property or easement? Yes No

7. Please provide the following land use information:

| | |
|--|--|
| State Land Use Designation | Conservation (limited subzone) and Agriculture |
| County Zoning | Ag-5a |
| County General /Community Plan Designation | Open (coastal) and Orchard (mauka) |
| Flood Zone Designation | Majority are X, small pockets VE and AE |

8. Is property located in a Special Management Area? Yes No

9. Please describe any structures (e.g. size, location, use, condition, etc.) on the property.

Brackish water well on parcel 3; several cattle pens and a dilapidated wooden structure once used to house workers on parcel 3; numerous archeological sites throughout the property associated with historic battle of Kuamo`o, several heiau (temples) and shrines, pre-contact village and house sites, and agricultural terraces.

10. What kinds of land uses/activities are underway on the property? Please describe land uses/activities underway on the subject property and on bordering properties.

The property is vacant. The land located directly north of the property is being used for high end luxury residences; further north are the Lekeleke burial grounds and Keauhou Resort. The land south of the property is also being used for high end luxury residences at Hokulia.

11. What types of surveys or documented analyses, if any, have been conducted regarding the property (e.g. environmental assessments, cultural assessments, environmental impact statements, biological field surveys, archeological surveys, Special Management Area permit applications)?

Several archeology inventory surveys have been completed (Rechtman & Pacific Legacy) - see attached supplemental materials.

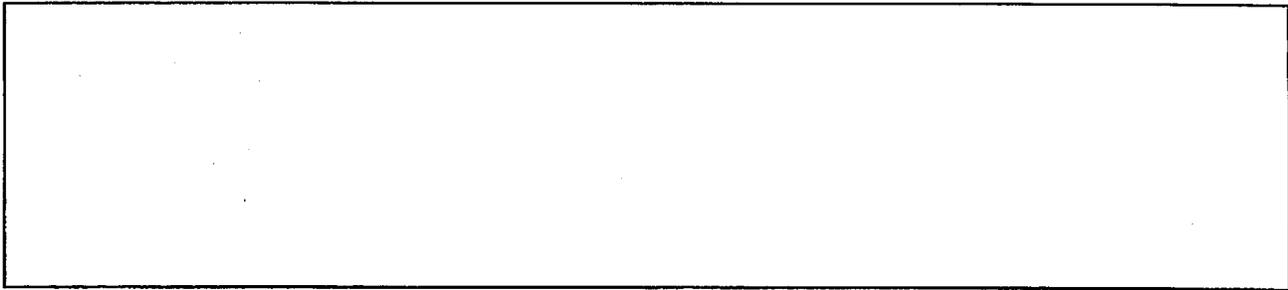
SECTION D. PRESERVATION PURPOSES

1. We propose that the property be acquired for the following preservation purpose(s) (check all that apply, and then provide more information regarding the preservation purposes in numbers 2 through 10 below for *checked areas only*):

| | | | |
|---|-------------------------------------|----------------------------------|-------------------------------------|
| Watershed protection | <input checked="" type="checkbox"/> | Parks | <input checked="" type="checkbox"/> |
| Coastal areas, beaches and ocean access | <input checked="" type="checkbox"/> | Natural areas | <input checked="" type="checkbox"/> |
| Habitat protection | <input checked="" type="checkbox"/> | Agricultural production | <input checked="" type="checkbox"/> |
| Cultural and historical sites | <input checked="" type="checkbox"/> | Open spaces and scenic resources | <input checked="" type="checkbox"/> |
| Recreational and public hunting areas | <input checked="" type="checkbox"/> | | |

2. Watershed Protection: Please describe the watershed function of this property: (elevation gradient, type/condition of vegetation, presence of perennial or ephemeral streams or drainage channels, other water bodies, etc.). (character limit 1,200)

The property includes a historic brackish water well along the coastline once used to water cattle. This well could be used to support revived agricultural practices on the property. Portions of the property serve as a drainages originating from under Ali`i Highway.



3. Coastal areas, beaches and ocean access: Please describe the environmental significance of this property (e.g. length of shoreline, intertidal areas, type/amount of beach, coastal strand vegetation, extent of erosion, etc.). Please describe the type and extent of ocean access. (character limit 1,200)

The property includes over a half a mile of stunning shoreline that includes sea caves and arches (caves and arches visible from ocean) that are regularly visited by dive boats, kayaks, and snorklers. The property also includes a well preserved portion of Ala Kahakai Historic Trail. The Mohala Hou Foundation intends to provide pedestrian public access to the Ala Kahakai Historic Trail and shoreline, via existing pedestrian trails that exist on the land. The views of the Kona coastline along the Ala Kahakai Historic Trail are stunning. However, the shoreline is rocky lava with steep cliffs -- there is no easy or safe access to the ocean.

4. Habitat Protection: Please describe the types of habitat present within the property, including the types of wildlife species that use the area and the elevation range of the property. Describe the condition of habitat, including the presence of both threatened & endangered and invasive species. Describe the size/diversity of wildlife populations. Note if the habitat is formally designated (e.g. critical habitat, wildlife refuge, etc.). Note also the condition and extent of wildlife habitat on adjacent lands. (character limit 1,200)

We are not aware of the existence of any formal studies of the marine life off the coast of the property. However, the shoreline includes unique marine geological features such as sea arches and caves. Canoes, boats, and kayaks heavily use the area and drop off snorklers and divers who have observed corals, dolphins, manta rays, threatened green sea turtles, parrotfish, yellow tangs, eels and stingrays in the vicinity. By preventing development near the shoreline and restoring native terrestrial habitat, runoff associated with development will be prevented and the marine habitat will be protected and enhanced.

5. Cultural and historic sites: Please identify the presence, location and condition of cultural or historic structures or sites (e.g., heiau, lo'i, burials, burial caves, dunes, or remnant walls) on the property.

Identify any sites that are listed on or eligible for the National Register of Historic Places. (character limit 1,200)

The property is the site of one of the most significant transitions in Hawaiian history -- the Battle of Kuamo'o fought in December 1819 (also known as "Kaua `ai noa" or the battle of free eating). It was a decisive battle fought between Liholiho's (Kamehameha II's) forces led by Kalanimoku and those of Kekuaokalani, nephew of Kamehameha I, who sought to preserve the traditional kapu system (traditional religious system). Kekuaokalani and his wife, Chiefess Manono, are said to be buried on the property along with many of their warriors. The property includes burial mounds and sites (platforms, lava tubes), two previously documented heiau (Lonohelemao and Pu'o'a), undocumented heiau or shrines, habitation and farming areas, and well preserved portions of the Ala Kahakai National Historic Trail.

6. Recreational and public hunting areas: Please identify ongoing types and levels of public recreational activity on the property and describe the level of public access. Please identify the types of activities anticipated after acquisition of the property. Is public hunting currently underway on the property? Is the property within a Game Management Area? (character limit 1,200)

The Mohala Hou Foundation (or its successor) intends that pedestrian public access will be allowed along the shoreline and Ala Kahakai National Historic Trail, as well as access to Native Hawaiians continuing traditional and customary practices. It is in the process of developing a vision/plan for public access and envisions that some form of managed public access will be provided to educate the public about the historical and cultural sites on the land.

7. Parks: Is the parcel within or adjacent to a Federal, State or County Park? If so, please describe. (character limit 1,200)

No. However, the property is located south of the Lekeleke Burial grounds owned by Kamehameha Schools that are associated with the Battle of Kuamo`o.

8. Natural Area: Please describe the natural resources on the property (e.g. streams, estuaries, anchialine ponds, dunes, caves, forest, etc.). Is the property within or adjacent to a formally designated natural area (e.g., Natural Area Reserve, Refuge, Sanctuary, etc.)? (character limit 1,200)

The property includes unique coastal geological features, including sea arches and sea caves - visible and accessible from the ocean (one sea arch is visible from land). Canoe paddlers, and dive/snorkel boats and kayaks frequent the ocean offshore of the property and enjoy the natural and undeveloped views of the land.

9. Agricultural Production: Please describe the types and extent of agricultural activities underway on the property or adjacent to the property. Note if there is a record of past agricultural activities. (character limit 1,200)

The property is currently vacant, but was used for occasional cattle grazing for many decades in the past. The archeological reports indicate that Native Hawaiians once lived on the land and used it for terraced agriculture. The Mohala Hou Foundation (or its successor) intends to re-plant native coastal vegetation on the land, and revive appropriate agricultural practices in the mauka regions once used for agriculture.

10. Open spaces or scenic resources: Please describe the open space values of the property. Is the property readily visible from surrounding and/or distant areas? Describe the view plane from the property. Does the property itself have unusual or exceptional value as a site from which to view and appreciate scenic vistas? (character limit 1,200)

The property has scenic value from two directions - from the land and sea. From the land and the Ala Kahakai National Historic Trail, there are scenic views of the Kona coastline and a sea arch. From the ocean, canoe paddlers, kayakers, tour boats, snorkel/dive boats, and fishing boats appreciate a stunning view of sea caves, sea arches, and the natural and undeveloped shoreline.

SECTION E. ENVIRONMENTAL HAZARDS

1. If there are suspected or potential hazards associated on or related to this property, please check all the following that apply and describe each:

| | |
|-------------------------------------|--|
| <input type="checkbox"/> | There are no known hazards. |
| <input type="checkbox"/> | The property is a designated brownfield (former industrial use). |
| <input type="checkbox"/> | There has been illegal dumping /hazardous materials. |
| <input type="checkbox"/> | The property is prone to flooding or is a natural drainage basin. |
| <input type="checkbox"/> | The property is prone to falling rocks or mudslides. |
| <input checked="" type="checkbox"/> | The features of the property's surface are potentially hazardous (i.e. uneven, rocky, or fallow terrain, overgrowth of flora, etc.). |
| <input type="checkbox"/> | Other suspected or potential hazards: _____ |

SECTION F. FUNDING REQUEST

1. What is the fair market value of the fee simple property?

\$ 6,980,000 (est'd)

2. What is the fair market value of the conservation or agricultural easement?

\$ _____

3. How were the estimated values determined?

| | Fee Simple | Easement |
|--|--|----------|
| Appraisal Report (indicate date & author of report) | Draft John Child & Co. (June 2013 final draft pending) | |
| Current County Tax Assessed Value | \$7,016,500 (market) \$182,100 (dedicated ag) | |
| Other (please specify) | | |

4. Is the property or easement currently listed for sale or has it been listed for sale within the past two years?

| | |
|-------------------------------------|---------------------------------|
| <input checked="" type="checkbox"/> | Yes. Asking price: \$ 6,957,000 |
| <input type="checkbox"/> | No. |

5. Please provide an estimated timeline for acquisition (note that funding will expire two years from date of award agreement):
(character limit 500)

| |
|---|
| Final draft of Appraisal Report - Sept. 2013 Signed Letter of Intent Oct. 2013 Signed Option/Purchase Agreement Dec. 2013 Legacy Commission rankings Dec. 2013 BLNR approval of Legacy funding March 2014 Environmental Survey Completed May 2014 Matching funding fundraising (Oct. 2013-Dec. 2014) Possible Appraisal Update June 2014 Closing June-December 2014 |
|---|

6. What is the total estimated cost for acquisition? Please use the table below:

| Estimated Acquisition Cost Worksheet | | | | |
|--|---------------------|---------------------------|-----------|-----------------|
| Expense Item | Estimated Cost | % of costs to be paid by: | | |
| | | Land Owner | Applicant | Other (specify) |
| Appraisal report | \$20,000 | | 100% | |
| Title report and title insurance | \$10,000 | | 100% | |
| Property survey | | | | |
| Escrow fees | \$5,000 | 50% | 50% | |
| Environmental investigation | \$10,000 | | 100% | |
| Baseline documentation | | | | |
| Subtotal | \$ | | | |
| Estimated Value of Property | \$ 6,980,000 | | | |
| TOTAL ANTICIPATED COST OF ACQUISITION | \$ 7,025,000 | % | % | % |

7. What are the anticipated matching funds? Please use table below:

| Estimated Matching Funds Worksheet | | | |
|--|----------------------|---------------------------------------|---------------------------|
| Type (cash, grant, in-kind, land value) | \$ Amount | Source of Funds or Basis of Valuation | Status* (Secured/Pending) |
| Land Value | \$500,000 | Landowner donation | pending |
| Grant | \$2-3,000,000 | Hawai`i County | pending |
| Grant | \$1,000,000 | Private/Public Donor(s) | pending |
| Cash | \$2,500 | Landowner | pending |
| Cash | \$42,500 | The Trust for Public Land | secured |
| | | | |
| | | | |
| | | | |
| TOTAL MATCHING FUNDS | \$ 4,025,000 (58)% | | |
| AMOUNT BEING REQUESTED FROM LEGACY LAND | \$ 3,000,000 (42)% | | |
| TOTAL ESTIMATED COST OF ACQUISITION | \$ 7,025,00 (100)% | | |

* Please describe the current status of any pending funds and indicate the date that any pending funds will become available if they are awarded:

(character limit 500)

Applicants are in the process of negotiating a donation of land value with the landowners, and hope to finalize the donated amount before December 2013. Applicants plan to apply to the Hawai`i County Open Space Fund with a target date of December 2014 or earlier for possible release funds. Applicants also plan to seek private donations from the Office of Hawaiian Affairs, private foundations and individuals.

SECTION G. PROJECT DESCRIPTION

Please attach answers to the questions below on a separate sheet and attach it to the application form. Make sure to number your answers so they correlate with the numbered questions below. Please limit the length of your answers to Questions 1 and 2 to one single-spaced page, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the overall significance and importance of the property and/or easement.
2. Identify any conditions that threaten the significance and importance of the subject site. This may include anticipated uses of neighboring lands, environmental conditions (e.g. sedimentation, runoff, invasive species, conflicting activities, etc.).

SECTION H. STEWARDSHIP AND MANAGEMENT

Please attach an answer to the question below on a separate sheet and attach it to the application form. Please limit your answer to Question 3 to two single-spaced pages, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the proposed use of the acquired property or easement including any short and long term goals, resource management plan, sources of start-up funding, operation and maintenance funding. Disclose any intended commercial uses. Will any intended activities on the land require permits? What entity (if not the applicant) will manage the property/easement? Please describe the expertise and experience of the managing entity. How will any cultural resources that are present integrate into the overall preservation/protection and use of the property?

SECTION I. CULTURAL AND HISTORICAL SIGNIFICANCE

Please attach an answer to the question below on a separate sheet and attach it to the application form. Please limit the length of your answer to Question 4 to two single-spaced page, Times New Roman 12-point font, 1 inch margins.

1. Briefly describe the cultural significance and historic uses of the property. As guidance, please consider the following information:
 - a. Name of area; translation and possible interpretation;
 - b. Known pre-contact history and land uses; and
 - c. Neighboring areas/ahupua`a information and its relationship to the site being considered.

The following resources are available to assist in research: Office of Hawaiian Affairs (OHA), State of Hawaii Historic Preservation Division (SHPD), University of Hawaii Center for Hawaiian Studies, Kamehameha Schools/Bishop Estate, Bishop Museum.

1. Briefly describe the overall significance and importance of the property.

This property is the site of one of the most significant moments in Hawaiian history -- the Battle of Kuamo'o fought in December 1819 (also known as *kauā 'ai noa* or the battle of free eating). It was a decisive battle fought between Liholiho's (Kamehameha II's) forces led by Kalanimoku and those of Kekuaokalani, nephew of Kamehameha I, who sought to preserve the traditional *kapu* system (traditional Hawaiian religious system). Kekuaokalani and his wife, Chiefess Manono, are said to be buried on the property along with many of their warriors. The property includes burial mounds and sites (platforms, lava tubes), two previously documented *heiau* or temples (*Lonohelomoa* and *Pū'o'a*), undocumented *heiau* or shrines, habitation areas and farming areas, and trails, including well preserved portions of the Ala Kahakai National Historic Trail. Following this historic battle, *ki'i* (tiki) and *heiau* (temple) were hidden or destroyed. The first group of missionaries arrived only a few months later on March 30, 1820, forever changing the history of Hawai'i.

2. Identify any conditions that threaten the significance and importance of the subject site. This may include anticipated uses of neighboring lands, environmental conditions (e.g., sedimentation, runoff, invasive species, conflicting activities, etc.).

The property is owned by the Schattauer and Paris 'Ōhana (families) – the matriarch, Margaret Schattauer, and patriarch, William Paris (“Uncle Billy”), are both in their 90s. At this point in time, both Mrs. Schattauer and Uncle Billy share a desire to settle their respective affairs, and ensure that this property is placed under the ownership of an entity that will respect and care for its historical and cultural legacy. Adjacent and neighboring lands have already been developed. The land located directly north of the property has been developed into high-end luxury homes (further north is the former Sheraton Keahou Resort). 1,550 acres located south of the property is Hokulia, a luxury lot subdivision development and golf course. If Mrs. Schattauer and Uncle Billy die without settling the disposition of the property, it would be a prime target for further luxury coastal development along the south Kona coast, and this one time opportunity would be lost forever.

3. Briefly describe the proposed use of the acquired property or easement including any short and long term goals, resource management plan, sources of start-up funding, operation and maintenance funding. Disclose any intended commercial uses. Will any intended activities on the land require permits? What entity (if not the applicant) will manage the property/easement? Please describe the expertise and experience of the managing entity. How will any cultural resources that are present integrate into the overall preservation/protection and use of the property?

The founders of the Mohala Hou Foundation (“Mohala Hou”) are Keola Beamer and his wife, Moanalani Beamer. Keola Beamer is a renowned Hawaiian musician and the son of Winona Kapuailohiamanokalani Desha Beamer, fondly known as “Aunty Nona,” famed kumu hula, composer, and activist. Mohala Hou includes the next generation of Beamers, including Keola Beamer’s nephew, Dr. Kamana Beamer, assistant professor of Hawaiian studies in the Hui ‘Āina Momona program, split between the Hawaiiinuiākea (School of Hawaiian Knowledge) and the William S. Richardson School of Law at the University of Hawai‘i at Mānoa. The Beamers are descendants of Chiefess Manono, who is said to be buried on the property. Keola Beamer has written a composition about his ancestor *Ho ‘okupu Mākou I Manono*. An ancient ‘oli (chant), *E Manono*, was documented by Emerson (a chest smiting hula *pa ‘i umauma* was performed with this chant). The Hula Preservation Society has preserved a video of Aunty Nona Beamer discussing and performing the ancient ‘oli (chant) and hula *E Manono* at: http://www.hulapreservation.org/Kupuna_Relations.asp?KID=7&CID=23

The Beamers formed Mohala Hou in 2007 to support and promote the teaching and sharing of Hawaiian music, dance, language, and culture. The name Mohala Hou (meaning “to blossom anew”) conveys what the Beamer ‘Ōhana believes is essential for the Hawaiian culture: renewal, growth, revitalization, and hope. The founders believe that the perpetuation of “the aloha spirit” and many of Hawai‘i’s other traditional ideas and areas of knowledge is vital to maintain the cultural diversity so necessary to the world today. These inspiring thoughts carry Mohala Hou forward in its mission. Mohala Hou was formed initially as a platform for music and art education, and the Beamers are considering forming a separate entity to hold and manage the property. Either Mohala Hou or this separate (but related) entity would hold and manage the property. The Kohala Center is working with the Beamers/Mohala Hou to provide them with the capacity to form the new non-profit, and obtain 501(c)(3) status with the IRS.

Dr. Kamana Beamer has extensive experience with land management. Prior to joining the William S. Richardson School of Law, Dr. Beamer worked in resource management with the Kamehameha Schools Land Assets Division, and was the former director of the ‘Āina-based Division of the Kamehameha Schools. His work there focused around linking community stewardship and capacity building with education across the 360,000 acres of Pauahi’s Legacy Lands managed by the Kamehameha Schools. He has worked with over twenty ‘āina-based non-profit groups like *Paepae o He ‘eia* and *Waipā Foundation* to integrate cultural based education and community stewardship of resources to better care for Hawai‘i’s precious natural and

cultural resources. Dr. Beamer is also considered an expert in the traditional Hawaiian land tenure and resource management system and has written extensively and lectures on these topics at the University of Hawai'i at Mānoa.

In the short term, Mohala Hou intends to preserve the property as is – protecting the cultural and historic sites and allowing continued public access along the Ala Kahakai National Historic Trail. In the long-term, Mohala Hou intends to develop a vision and management plan for the property that would: (a) provide the public, Native Hawaiians, and students with managed access to the land and contextual and interpretative educational opportunities, (b) restore native coastal vegetation, (c) revive productive agricultural practices, and (d) explore building a cultural learning center on a portion of the property closest to the road and where there are the least number cultural sites and potential impacts. Permits will be needed for the building of any structures, and Mohala Hou will comply with all laws and obtain required permits.

Sources of start-up funding for operations and the building of a potential learning center include private individuals and foundations that have supported Mohala Hou thus far, and new sources of public/philanthropic funding that potentially include the Office of Hawaiian Affairs, the Hawai'i Tourism Authority, and other foundations that support indigenous knowledge and learning. Mohala Hou (or its successor) intends to charge fees for educational and interpretive services and programs, and the use of the building or facility that may be built as a cultural learning center. These fees would support the ongoing operations of the learning center and educational programs. Mohala Hou (or its successor) may also charge fees for use of the land as an archeological field school to support the learning center and its operations. However, it would continue to allow free pedestrian public access to the shoreline Ala Kahakai National Historic Trail and to Native Hawaiians exercising traditional and customary rights.

The cultural resources that are present on the property are primary impetus for the Beamers'/Mohala Hou's purchase of the land – they want to protect the cultural resources that remain and provide appropriate context and interpretation to enrich all visitors to the land. The cultural resources on the property are of paramount importance and will be integrated into the overall preservation, protection and use of the property. Although the historical context of the Battle of Kuamo'o is tragic, and was the precursor to overarching changes in Hawaiian society and political power, the Beamers/Mohala Hou strongly believe that this *'āina* (land) with its unique history and resources, and Manono's legacy of *mālama kō aloha* (keep your love) for *'ōhana* (family) and *lāhui* (nation) can be the catalyst for meaningful learning and place based education around peace, reconciliation, and the integration of Native Hawaiian and indigenous cultures in modern life.

4. Briefly describe the cultural significance and historic uses of the property. As guidance, please consider the following information:
- a. Name of area; translation and possible interpretation;
 - b. Known pre-contact history and land uses; and
 - c. Neighboring areas/ahupua'a information and its relationship to the site being considered.

Kuamo 'o is defined as “backbone, spine; road, trail, path; custom, way; canoe keel.” Portions of the property also lie in the *ahupua 'a* of *Mā 'ihi 2* and *Kawanui 1*. *Mā 'ihi* is named for *Mā 'ihi 'alakapualono* (fragrant sacred *Mā 'ihi* [child] of Lono), a wind goddess. *Kawanui* literally translates to mean big leaping place.

The archaeological reports attached to this application by Rechtman Consulting, LLC and Pacific Legacy both document that the pre-contact uses of the property included agriculture (probably *uala* or sweet potato and *uhi* or yams), habitation (finding evidence of a coastal village and extensive *kauhale* or habitation structures), and burials, some of which may be associated with habitation dwellings, and others that are associated with the Battle of Kuamo'o. Kekuakalani and Manono are said to be buried somewhere on the large makai lot known as parcel 3. More recent historic uses of the land included cattle ranching and house sites, including the grass hut in which Mrs. Laika Roy lived during the middle to late 1800s on parcel 3. A dilapidated house structure still exists on parcel 3 that was built to provide shelter to workers who drilled a brackish water well along the coastline. Ranching era fences, walls, and pens also exist on the property.

There are two previously identified pre-contact *heiau* (temples) located on the property – *Lonohelemoa* on the large mauka lot identified as parcel 2 and *Pū'o'a* on the large makai lot identified as parcel 3. There is little known or documented about the use of these *heiau* although the name *Lonohelemoa* (literal translation – Lono moving chicken) indicates that this *heiau* was dedicated to the god *Lono*, associated with agriculture, which is consistent with the archaeological evidence of agricultural activities on the land. *Pū'o'a* – is translated to mean tower, steeple, pyramid, peak; house for depositing a corpse; peaked hut, lean-to, tent. Archaeologists have noted that this *heiau* was the most “conspicuous” feature on the property, with a large platform with a deep and large depression in the middle, a pit dug into earth, and terraced platforms with one as high as four feet above ground. A sea cave along parcel 3 is said to be the haunt of shark god Ukanipo.

Pacific Legacy's more recent survey discovered two additional undocumented associated ceremonial structures on parcel 14 (most mauka lot) – a large enclosure that may represent a small *heiau* or shrine with an internal platform, and a water worn boulder that may originally have been an upright image stone (Site T-030), and a platform containing a number of stone edged pits that may have served as sockets for wooden images (Site T-031). South and west of

these two structures, within the *pāhoehoe* lava flow itself, is located a large enclosure that may represent a *heiau* with a notch in its southeastern corner (Site T-033). Similar “notched” *heiau* have been reported on the islands of Maui, Lānai, O‘ahu and Hawai‘i and form a relatively specific type of traditional Hawaiian ceremonial architecture.

However, the primary cultural and historic significance of the property is that the Battle Kuamo‘o of December 1819 took place here and that Kekuaokalani and Manono are buried here. Accounts of the battle and the events leading up to it differ. In general, before Kamehameha I died, he named two heirs – his son Liholiho (Kamehameha II) received his lands and political power, and his nephew Chief Kekuaokalani received his feathered war god, Kūkā‘ilimoku. Encouraged by Kamehameha I’s powerful queens/widows, Ka‘ahamanu and Keopuolani, Liholiho set aside the *‘ai kapu* (eating taboos) and initiated free eating (*‘ai noa*). Liholiho and Kekuaokalani disagreed over the breaking of the *‘ai kapu*. Liholiho sent his Prime Minister Kalanimoku to defeat Kekuaokalani and his forces defending the *kapu* system.

Kekuaokalani marched up the Kona coast from Ka‘awaloa and met Kalanimoku’s forces at Lekeleke, south of Keauhou. The battle was fought with muskets, spears, slingstones and clubs. Kalanimoku’s/Liholiho’s forces were supported by a swivel gun mounted on a double hulled canoe. The first skirmish is said to have favored Kekuaokalani – with Liholiho’s forces suffering a temporary defeat at Lekeleke. Liholiho’s forces regrouped and allegedly trapped Kekuaokalani’s forces at Kuamo‘o between forces on land and a flotilla of canoes at sea. Kekuaokalani and his wife Chiefess Manono fought side by side, and Manono was slain beside him at battle’s end – she is said to have uttered in her dying breath, “*Mālama kō aloha*” (keep your love). Hundreds of warriors on either side died in the battle. Liholiho ordered that his men be buried in the terraced graves at Lekeleke, located to the north of the property. Kekuaokalani’s men were also buried – it is thought that many are buried on this property on parcel 3.

The Battle of Kuamo‘o marked a pivotal historical turning point. Following the battle, traditional gods were abandoned, idols destroyed, and the first group of missionaries arrived only three months later in March 1891. Hawai‘i was forever changed. Historian Kamakau interpreted the Battle as the fulfillment of the prophecy of the famous seer Kapihe – who told Kamehameha I that the islands would unite, the taboos will fall, the high shall be brought low, and the low shall rise to the heavens. (Others disagree with Kamakau’s interpretation and feel that the prophecy has yet to be fulfilled).

SECTION J. LEGAL RESTRICTIONS AFFECTING TITLE

In addition to the deed restrictions that will be imposed by the Legacy Land Conservation Program, what legal restrictions, if any, will be placed on the property to protect its resources? Please explain, and note the following requirements:

- Projects incorporating a conservation easement or an agricultural easement must include a signed letter from the intended holder of the easement, stating willingness to hold the easement.
- Eligible holders of conservation easements and agricultural easements are:
 - For State and county projects:
 - The Department of Land and Natural Resources, the Agribusiness Development Corporation, the Department of Agriculture
 - A county, State, or federal natural resource conservation agency
 - A land conservation organization
 - For nonprofit land conservation organization projects:
 - The Department of Land and Natural Resources, the Agribusiness Development Corporation, the Department of Agriculture
 - A county, State, or federal natural resource conservation agency
 - A land conservation agency
- The Board of Land and Natural Resources may elect to hold or co-hold any easement.
- ALL AGENCIES AND NONPROFIT CONSERVATION ORGANIZATIONS applying for fee acquisitions must either incorporate a conservation easement to an eligible holder, or specifically address why an exemption from this requirement is needed.
(character limit 1,200)

If Hawai'i County or the Office of Hawaiian Affairs provides funding for the purchase, both government entities may require a conservation easement or other deed restriction be recorded on the property to ensure that the property is not developed and used for the purposes described in this application.

SECTION K. STATE AGENCY CONSULTATION

1. Please explain the public benefits of your project and explain where public access may be practicable or not practicable and why.
(character limit 1,200)

The Mohala Hou Foundation (or its successor) will provide pedestrian public access to the coastal trails, including the Ala Kahakai National Historic Trail, which provides scenic views of the Kona coast and unique coastal features such as sea arches. It intends to develop a management plan consistent with its 'Ohana's practice of Aloha 'Aina to conserve and respect the historical and cultural sites, provide contextual and educational opportunities regarding the historic Battle of Kuamo'o, restore the land to productivity through restoration of native plants and agriculture, and provide the public, students, and Native Hawaiians opportunities for meaningful interaction with, education about, and interpretation of these sites, and this important and pivotal period of Hawaiian history. It also hopes to provide the public with educational and other learning opportunities regarding peace, reconciliation, and the integration of Native Hawaiian and indigenous cultures in modern life.

2. Using the Consultation Request Form, please seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation. **These forms must be submitted to respective agencies by August 3, 2012.** The results of this consultation must accompany the grant application and be submitted by deadline.

Please note that a lack of response from an agency (where the applicant has submitted the Consultation Request Form by deadline) will not negatively impact the consideration of the application by the Legacy Land Conservation Commission.

Please explain whether the applicant has adapted the project proposal in response to the consultation provided by the three agencies referenced above.
(character limit 1,200)

DLNR and DOA responded and had no comment. ADC responded and had no objection. These responses have not caused the applicants to adapt their proposal.

Legacy Land Conservation Program
Consultation Request Form (6/2013)

5506
Earl

TO: Chair Russell Kokubun, Department of Agriculture
director/chair and agency

FROM: Lea Hong, The Trust for Public Land (working with Mohala Hou Foundation)
applicant (contact person and agency/organization)

DATE: July 19, 2013

SUBJECT: Consultation request regarding a Legacy Land Conservation Program application
for Kuamo'o
project title

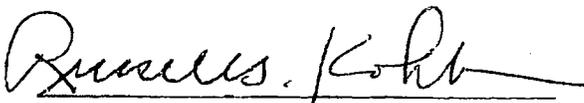
HAWAII DEPT OF AGR
2013 JUL 19 AM 11:59

Chapter 173A, Hawaii Revised Statutes, requires applicants to the Legacy Land Conservation Program to seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies may also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement).

A summary of the applicant's proposed project is attached. Please respond directly to the applicant on agency letterhead, and attach a copy of this form. Please submit comments by August 30, 2013. If no response is received by this date, we will assume your agency has no comments. Please note that a lack of response from an agency (where the applicant has submitted the Consultation Request Form by deadline) will not negatively impact the consideration of the project application by the Legacy Land Conservation Commission.

For more detailed information on this requirement, please see Hawaii Revised Statutes, sections 173A-4, and 173A-5(i) (available online at <http://www.capitol.hawaii.gov/>). Please contact the applicant directly with questions regarding the proposed project, and contact the Program Coordinator at 586-0921, with any questions regarding the Legacy Land Conservation Program.

- We have no objections.
- We have no comments.
- Comments are attached.

Signed: 
Title: Chairperson, HDOA
Date: 8/26/13

**Legacy Land Conservation Program
Consultation Request Form (6/2013)**

HAWAII DEPT OF AGRICULTURE
AGRIBUSINESS DEV CORP

TO: ED James Nakatani, Agribusiness Development Corporation
director/chair and agency

FROM: Lea Hong, The Trust for Public Land (working with Mohala Hou Foundation)
applicant (contact person and agency/organization)

DATE: July 19, 2013

SUBJECT: Consultation request regarding a Legacy Land Conservation Program application
for Kuamo`o
project title

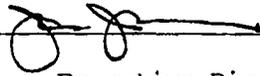
2013 JUL 19 A 11:21

Chapter 173A, Hawaii Revised Statutes, requires applicants to the Legacy Land Conservation Program to seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies may also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement).

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- We have no objections.
- We have no comments.
- Comments are attached.

Signed: 

Title: Executive Director

Date: August 26, 2013

**Legacy Land Conservation Program
Consultation Request Form (6/2013)**

TO: Chair William Aila, Department of Land and Natural Resources
director/chair and agency

FROM: Lea Hong, The Trust for Public Land (working with Mohala Hou Foundation)
applicant (contact person and agency/organization)

DATE: July 19, 2013

SUBJECT: Consultation request regarding a Legacy Land Conservation Program application for Kuamo'o
project title

Chapter 173A, Hawaii Revised Statutes, requires applicants to the Legacy Land Conservation Program to seek the consultation of the Department of Land and Natural Resources, Department of Agriculture, and the Agribusiness Development Corporation with regard to the maximization of public benefits of each proposed land acquisition project. Consulting agencies may also provide input regarding other aspects of the project, including the level of legal protection on the land (e.g., whether a conservation easement is appropriate and what agency or organization ought to hold the conservation easement).

A summary of the applicant's proposed project is attached. Please respond directly to the applicant on agency letterhead, and attach a copy of this form. Please submit comments by August 30, 2013. If no response is received by this date, we will assume your agency has no comments. Please note that a lack of response from an agency (where the applicant has submitted the Consultation Request Form by deadline) will not negatively impact the consideration of the project application by the Legacy Land Conservation Commission.

For more detailed information on this requirement, please see Hawaii Revised Statutes, sections 173A-4, and 173A-5(i) (available online at <http://www.capitol.hawaii.gov/>). Please contact the applicant directly with questions regarding the proposed project, and contact the Program Coordinator at 586-0921, with any questions regarding the Legacy Land Conservation Program.

- We have no objections.
- We have no comments.
- Comments are attached.

Signed:



Title:

Chairperson, Dept. of Land & Natural Resources

Date:

8/27/2013

**Legacy Land Conservation Program
Consultation Request Form (6/2013)**

Consultation request to: Department of Land and Natural Resources

Submitted by: Lea Hong, The Trust for Public Land (with the Mohala Hou Foundation)

Regarding a grant proposal to the Legacy Land Conservation Program, DLNR/DOFAW

Project summary: (to be completed by applicant)

Applicant: The Trust for Public Land & Mohala Hou Foundation (or its successor)

Address: 1136 Union Mall, Suite 202, Honolulu, HI 96813

Contact name, phone, email: Lea Hong, 524-8563, lea.hong@tpl.org

Acres: Approx. 107 **Type of interest to be acquired:** Fee

Tax map key(s): (3) 7-9-05:002, 003, 004, 014

If the acquisition is a fee acquisition, will a conservation easement be provided to another agency or nonprofit organization? If so, which agency/organization? Possibly Hawai'i County

Location (describe briefly and attach a location map and parcel map):

Hawai'i Island, south of Keauhou and Lekeleke, ahupua'a of Kuamo'o, Ma'ihii 2, and Kawanui 1

Resources to be protected:

Significant Hawaiian cultural sites, including a portion of the battlefield of Kuamo'o (Dec. 1819) - the decisive battle between Liholiho's (Kamehameha II's) forces led by Kalaimoku and those of Chief Kekuaokulani and Chiefess Manono (defending the traditional kapu system), burial mounds (including what is thought to be the burial sites of Kekuaokulani and Manono), two heiau (Lonohelomoa, Pu'o'a), sea caves and arches, and trails (including a portion of the Ala Kahakai National Historic coastal trail) and mauka/makai trails.

Public benefits:

The Mohala Hou Foundation (or its successor) will accommodate public access to the coastal trail. It will develop a management plan to conserve and respect the significant cultural sites that will allow the public, students, and Native Hawaiians opportunities for meaningful interaction with, education about, and interpretation of these sites and this important period of our history.

Plans for management:

In addition to developing a management plan (above), the Mohala Hou Foundation plans to build a cultural learning center near the road, in a small area identified by archeologists as having the least/no impact on cultural sites and the shoreline landscape.

Please return form and comments to the applicant at the address listed above. Thank you.

Letters from Landowner & Intended Holder

September 8, 2013

Department of Land and Natural Resources
Legacy Land Conservation Program
Attn: Molly Schmidt, Coordinator
1151 Punchbowl Street
Honolulu, HI 96813

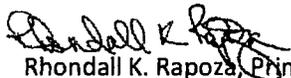
Re: Kuamo'o Parcels

Dear Legacy Land Commission:

I represent the landowners of the Kuamo'o parcels, Tax Map Key Parcels: (3) 7-9-05: 014 and 004 that total approximately 60.18 acres more or less (collectively referred to as "the Property") located in Kona, on the Island of Hawai'i in and around the ahupua'a of Kuamo'o. The landowners have listed the Property for sale, and if an acceptable price can be negotiated, the landowners would be willing sellers of the land.

Please contact me if you have any further questions.

Very truly yours,


Rhondall K. Rapoza, Principal Broker
Island Land Company Inc.
75-5705 Kuakini Hwy. #4
Kailua-Kona, HI 96740
(808) 329-7170

September 8, 2013

Department of Land and Natural Resources
Legacy Land Conservation Program
Attn: Molly Schmidt, Coordinator
1151 Punchbowl Street
Honolulu, HI 96813

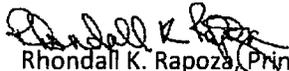
Re: Kuamo'o Parcels

Dear Legacy Land Commission:

I represent the landowners of the Kuamo'o parcels, Tax Map Key Parcels: (3) 7-9-05: 002 and 003 that total approximately 47.15 acres more or less (collectively referred to as "the Property") located in Kona, on the Island of Hawai'i in and around the ahupua'a of Kuamo'o. The landowners have listed the Property for sale, and if an acceptable price can be negotiated, the landowners would be willing sellers of the land.

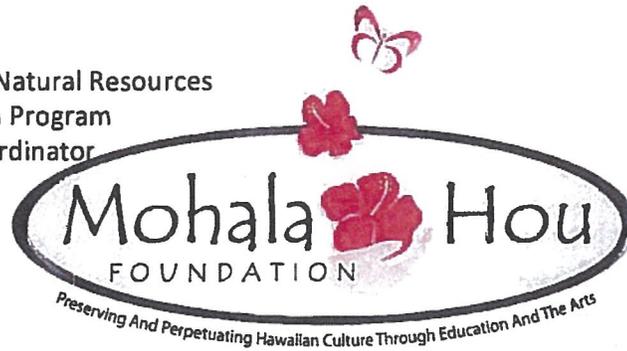
Please contact me if you have any further questions.

Very truly yours,


Rhondali K. Rapoza, Principal Broker
Island Land Company Inc.
75-5705 Kuakini Hwy. #4
Kailua-Kona, HI 96740
(808) 329-7170

September 6, 2013

Department of Land and Natural Resources
Legacy Land Conservation Program
Attn: Molly Schmidt, Coordinator
1151 Punchbowl Street
Honolulu, HI 96813



Re: Kuamo'o Parcels

Dear Legacy Land Commission, *aloha nui kākou*.

The Mohala Hou Foundation ("Mohala Hou") is working with the Trust for Public Land to purchase in fee the Kuamo'o parcels, Tax Map Key Parcels: (3) 7-9-05: 002, 003, 004, and 014 that total approximately 107 acres more or less (collectively referred to as "the Property") located in Kona, on the Island of Hawai'i in and around the *ahupua'a* of Kuamo'o. The Mohala Hou Foundation is willing to accept title to the Property as either a permanent or interim holder of the Property.

Mohala Hou is a non-profit organization that was formed in 2007 to support and promote the teaching and sharing of Hawaiian music, dance, language, and culture. Its mission is:

- To promote public understanding and involvement in Hawaiian culture including music, dance, language, material crafts and history.
- To sponsor public performances, workshops, classes, retreats and other educational activities focused on Hawaiian culture.
- To provide scholarships for *haumāna* (students), *kumu* (teachers), and *kūpuna* (Hawaiian elders) to attend performances, workshops, classes, retreats and other educational activities in Hawaiian culture.
- To directly engage in other activities related to educating the public about Hawaiian music, dance, and culture.

The founders of Mohala Hou are Keola Beamer and his wife, Moanalani Beamer. Keola Beamer is a renowned Hawaiian musician and the son of Winona Kapuailohiamanokalani Desha Beamer, fondly known as "Aunty Nona," famed hula authority, composer, and activist. Mohala Hou includes the next generation of Beamers, including Keola Beamer's *hānai* brother, Kaliko Beamer-Trapp and nephew, Dr. Kamana Beamer, assistant professor of Hawaiian studies in the Hui 'Āina Momona program, split between the Hawaiiinuiākea School of Hawaiian Knowledge and the William S. Richardson School of Law at the University of Hawai'i at Mānoa. The Beamers are descendants of Chiefess Manono, who is said to be buried on the property. Keola Beamer has written a composition about his ancestor "Ho'okupu Mākou iā Manono". An ancient *oli* (chant), "E Manono", was documented by Emerson (a chest smiting hula *pa'i umauma* was performed with this chant).

The name Mohala Hou (meaning "to blossom anew") conveys what the Beamer *'ohana* believes is essential for the Hawaiian culture: renewal, growth, revitalization, and hope. The founders believe that the perpetuation of "the aloha spirit" and many of Hawai'i's other traditional ideas and areas of knowledge is vital to maintain the cultural diversity so necessary to the world today. These inspiring thoughts carry Mohala Hou forward in its mission. As Mohala Hou was formed initially as a platform for

music and art education, the Beamers will form a separate entity to hold and manage the Property. This separate (but related) entity would hold and manage the Property, but if necessary, Mohala Hou would serve as an interim holder of the Property. The Kohala Center is working with the Beamers/ Mohala Hou to provide them with the capacity to form the new non-profit, and obtain 501(c)(3) status with the IRS.

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Na'u nō me ka 'oia'i'o, very truly yours,



Kaliko Beamer - Trapp
President, MHF

Phone: (808) 895-5859 • Email: admin@mohalahou.org

www.mohalahou.org

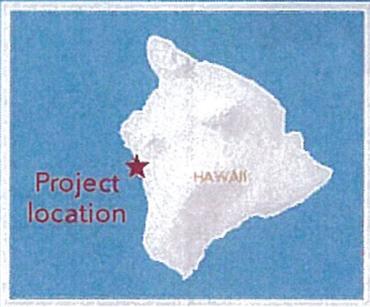
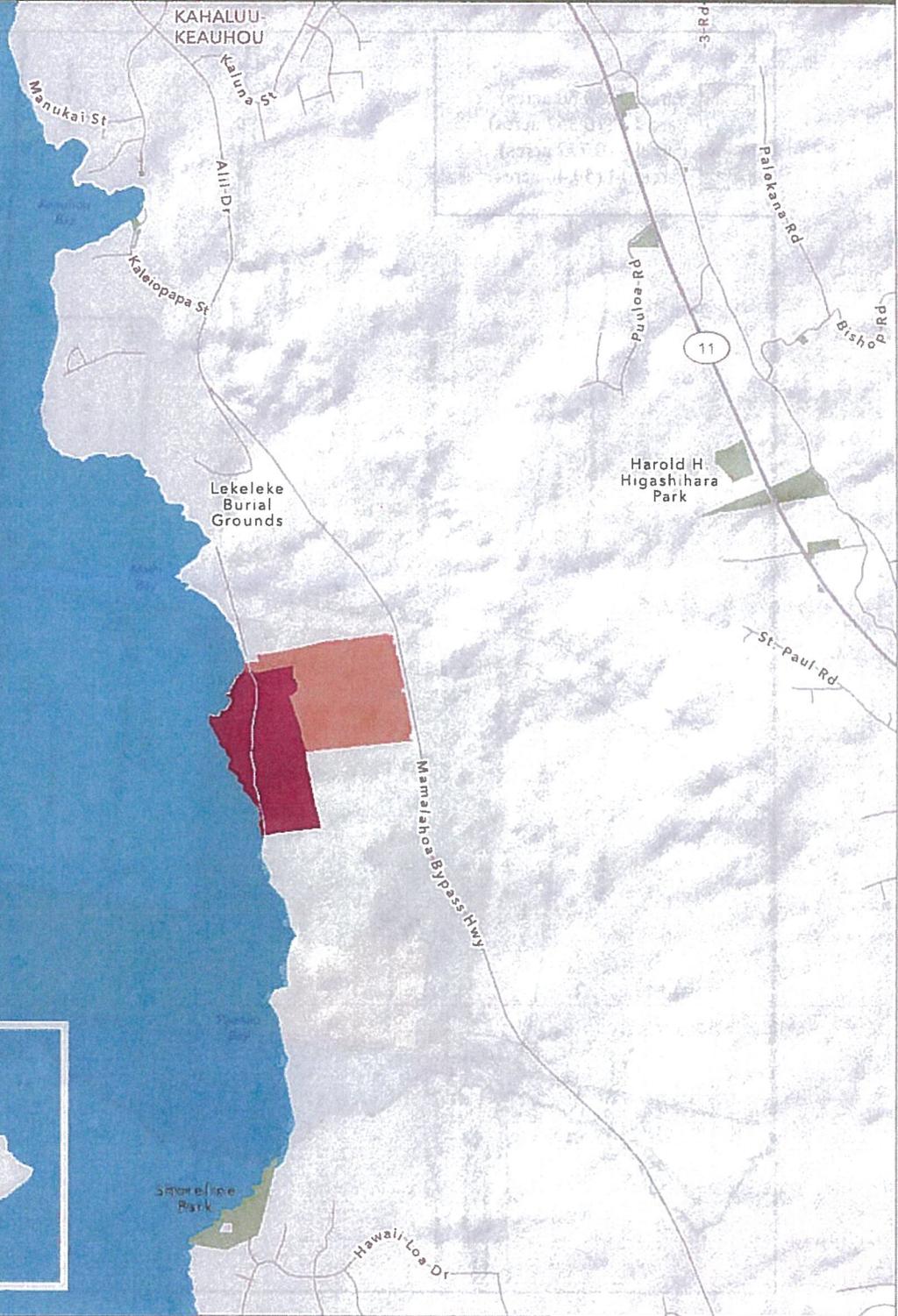
P.O. Box 128, Pepe'ekeo, Hawai'i, HI 96783

Maps & Photos

HAWAI'I

KUAMO'O, ISLAND OF HAWAI'I

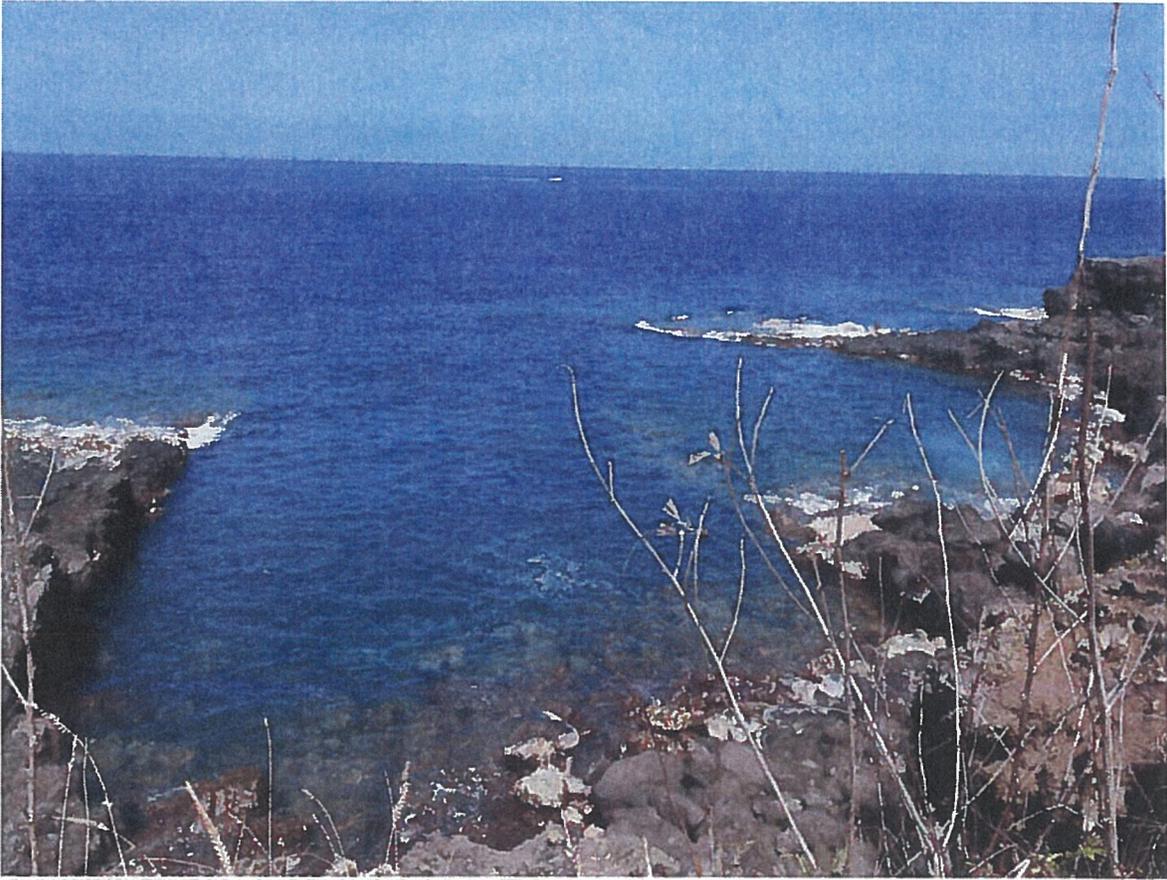
- Kuamo'o property
- Schattauer 'Ohana
 - Paris/Schattauer 'Ohana
 - Parks and open space



THE TRUST *for* PUBLIC LAND
CONSERVING LAND FOR PEOPLE



Sea Arch near southern border of Parcel 3



Bay or inlet near southern boundary of Parcel 3



Konane Board (Hawaiian checkers)

The Trust for Public Land's Mission & 501(c)(3)

THE
TRUST
for
PUBLIC
LAND



HAWAII

TPL NATIONAL MISSION STATEMENT:

The Trust for Public Land conserves land for people to enjoy as parks, gardens, and other natural places, ensuring livable communities for generations to come.

TPL HAWAII MISSION STATEMENT:

Protecting shorelines, heritage, and working lands for the future of Hawai'i's people. TPL works with local communities and agency partners in Hawai'i to conserve: (1) shoreline/coastal lands, (2) native heritage lands that perpetuate Hawai'i's culture, and (3) working lands that help Hawai'i replace imports, and lead it to self-sufficiency in food, water, energy, and other goods.¹

¹ This mission statement was developed with the help of a local Hawaiian Islands Advisory Council in 2010, including Timothy E. Johns (Chair), Dr. Noa Emmett Aluli, Kimo Campbell, Anthony R. Guerrero, Jr., Kahikūkalā Hoe, Louise K.Y. Ing, John Morgan, Edmund C. Olson (Big Island), William W. Paty, Jr., Michael S. Spalding (Maui), Stacy Sproat-Beck (Kaua'i), Gregg H. Takara (Kaua'i), William M. Tam, and Carol Wilcox.

Internal Revenue Service

Date: May 27, 2004

The Trust For Public Land
116 New Montgomery St.
San Francisco, CA 94105-3607

Department of the Treasury
P. O. Box 2508
Cincinnati, OH 45201

Person to Contact:
Tracy Garrigus #31-07307
Customer Service Representative
Toll Free Telephone Number:
8:00 a.m. to 6:30 p.m. EST
877-829-5500
Fax Number:
513-263-3756
Federal Identification Number:
23-7222333
Group Exemption Number:
2859

Dear Sir or Madam:

This is in response to your request of May 27, 2004 regarding a copy of your organization's group exemption letter.

In February 1978 we issued a determination letter that recognized your organization as exempt from federal income tax. Our records indicate that your organization is currently exempt under section 501(c)(3) of the Internal Revenue Code.

Based on the information supplied, we recognized the subordinates named on the list your organization submitted as exempt from federal income tax under section 501(c)(3) of the Code. Additionally, we have classified the subordinates your organization operates, supervises, or controls, and which are covered by written notification to us, as organizations that are not private foundations because they are organizations of the type described in sections 509(a)(1) and 170(b)(1)(A)(vi) of the Code.

Donors may deduct contributions to your organization's subordinates as provided in section 170 of the Code. Bequests, legacies, devises, transfers or gifts to the subordinates or for their use are deductible for federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Your organization and its subordinates are required to file Form 990, *Return of Organization Exempt from Income Tax*, only if the gross receipts each year are normally more than \$25,000. If a return is required, it must be filed by the 15th day of the fifth month after the end of the organization's annual accounting period. The law imposes a penalty of \$20 a day, up to a maximum of \$10,000, when a return is filed late, unless there is reasonable cause for the delay.

Your organization and its subordinates are not required to file federal income tax returns unless subject to the tax on unrelated business income under section 511 of the Code. If subject to this tax, the organization must file an income tax return on Form 990-T, *Exempt Organization Business Income Tax Return*. In this letter, we are not determining whether any of your organization or its subordinates' present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

The Trust For Public Land
23-7222333

Unless specifically excepted, your organization and its subordinates are liable for taxes under the Federal Insurance Contributions Act (social security taxes) on remuneration of \$100 or more paid to each of its employees during a calendar year. Your organization and its subordinates are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Each year, at least 90 days before the end of your organization's annual accounting period, please send the following items to the Internal Revenue Service Center at the address shown below:

1. A statement describing any changes during the year in the purposes, character, or method of operation of your organization's subordinates;
2. A list showing the names, mailing addresses (including Postal Zip Codes), actual addresses if different, and employer identification numbers of subordinates that:
 - a. Changed names or addresses;
 - b. Were deleted from the roster; or
 - c. Were added to the roster.
3. For subordinates to be added, attach:
 - a. A statement that the information on which your organization's present group exemption letter is based applies to the new subordinates;
 - b. A statement that each has given your organization written authorization to add its name to the roster;
 - c. A list of those to which the Service previously issued exemption rulings or determination letters;
 - d. A statement that none of the subordinates is a private foundation as defined in section 509(a) of the Code if the group exemption letter covers organizations described in section 501(c)(3).
 - e. The street address of subordinates where the mailing address is a P.O. Box; and

The Trust For Public Land
23-7222393

- f. The information required by Revenue Procedure 75-50, 1975-2 C.B. 587 for each subordinate that is a school claiming exemption under section 501(c)(3). Also include any other information necessary to establish that the school is complying with the requirements of Revenue Ruling 71-447, 1971-2 C.B. 230. This is the same information required by Schedule A, Form 1023, Application for Recognition of Exemption Under Section 501(c)(3) of the Internal Revenue Code.
4. If applicable, a statement that your organization's group exemption roster did not change since the previous report.

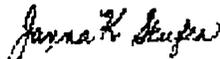
The above information should be sent to the following address:

Internal Revenue Service Center
Attn: Entity Control Unit
Ogden, UT 84409

Section 6104 of the Internal Revenue Code requires you to make your organization's annual return available for public inspection without charge for three years after the due date of the return. The law also requires organizations that received recognition of exemption on July 15, 1987, or later, to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. Organizations that received recognition of exemption before July 15, 1987, and had a copy of their exemption application on July 15, 1987, are also required to make available for public inspection a copy of the exemption application, any supporting documents and the exemption letter to any individual who requests such documents in person or in writing. For additional information on disclosure requirements, please refer to Internal Revenue Bulletin 1989 - 17.

If you have any questions, please call us at the telephone number shown in the heading of this letter.

Sincerely,



Janna K. Skufca, Director, TE/GE
Customer Account Services

THE TRUST *for* PUBLIC LAND

CONSERVING LAND FOR PEOPLE

Our history. The Trust for Public Land is a national nonprofit founded in 1972 that conserves land for public enjoyment and public benefit. We have been conserving land for people in Hawai'i since 1979 - over 30 years. The Trust for Public Land's first project in Hawai'i expanded the Hawai'i Volcanoes National Park by 269 acres. We opened a Hawai'i office in downtown Honolulu in 1998, and have closed 27 projects totaling 42,037 acres on the islands of Hawai'i, O'ahu, Kaua'i, Maui, and Moloka'i.

Our mission in Hawai'i. We actively work to conserve the landscapes of Hawai'i. Through our projects we seek to engage local residents in protecting resources that are special and significant to their communities. Coastal lands, working lands that contribute to Hawai'i's self sufficiency, and lands that perpetuate Hawaiian culture are our immediate priority.

Our projects. The Trust for Public Land has completed the following projects on five islands in Hawai'i:

Maui

Ka'āpahu, Haleakalā National Park (1,475)
Mū'olea Point, Hana (73)
Paukūkaio Coastal Wetlands, Wailuku (64)

Kaua'i

Kīlauea Point NWR (131)
Limahuli Gardens (2)
Lumaha'i Beach (40)

Moloka'i

Hālawā Valley (4)

Hawai'i

Kalapanā, Hawai'i Volcanoes NP (267)
Honu'apō Fishpond, Ka'ū (225)
Wao Kele o Puna (25,856)
Queen's Bath, Puna (890)
Kī'īlāe, Pu'uhoonua O Hōnaunau NHP (238)
Pāo'o, North Kohala (11)
Lapakahi, North Kohala (17)
Kāwā Bay, Ka'ū (550)
Kauhola Point, North Kohala (28)

O'ahu

Waiāhole Beach Park, Kāne'ohe Bay (77)
Ka'ala Farm, Wai'ānae (8)
Waimea Valley (1,875)
Moanalua Valley (3,716)
Pūpūkea-Paumalū, North Shore (1,129)
MA'O Farms, Wai'ānae (18)
Honouliuli Preserve, Wai'ānae (3,592)
Sunset Ranch, North Shore (27)
Galbraith Estate, Wahiawa (1,723)

Our community partners. Community support and vision is a vital element of any successful project. We have wide experience in working with local community partners such as the North Shore Community Land Trust, the Pele Defense Fund, Na Mamo o Mū'olea, the Waiāhole-Waikāne Community Association, the Hawaiian Islands Land Trust, Ka 'Ohana O Honu'apō, and others.

Our landowner partners. Our projects would not happen without landowners willing to sell land or easements. We educate landowners, appraisers, and brokers regarding the tax benefits to land conservation, and seek mutually beneficial outcomes.

Our governmental partners. We work with government agencies and provide technical support to access available federal, state, and county public funding.

Our donors. We work with private foundations and individuals to raise funds for land conservation specifically in Hawai'i.

Our staff. Our small staff of three understand the unique history and sensitivity of Hawai'i land issues, and value the inherent connection of land and culture.

Our expertise. Nationwide, The Trust for Public Land has conserved over 3 million acres of land at a fair market value of over \$5 billion. Blending local and national staff expertise, we bring our real estate transaction, negotiation, and funding skills to the table, leveraging public and private resources.

To learn more about The Trust for Public Land's work in Hawai'i, visit www.tpl.org/hawaii

The Trust for Public Land
1136 Union Mall #202
Honolulu, HI 96813
808.524.8560

Our Hawaii Team:

Lea Hong, State Director (lea.hong@tpl.org), Leslie Uptain, Director of Philanthropy (leslie.uptain@tpl.org),
Laura Kaakua, Native Land Project Manager (laura.kaakua@tpl.org)

Mohala Hou Foundation's Mission & 501(c)(3)

September 6, 2013

Department of Land and Natural Resources
Legacy Land Conservation Program
Attn: Molly Schmidt, Coordinator
1151 Punchbowl Street
Honolulu, HI 96813



Re: Kuamo'o Parcels

Dear Legacy Land Commission, *aloha nui kākou*.

The Mohala Hou Foundation ("Mohala Hou") is working with the Trust for Public Land to purchase in fee the Kuamo'o parcels, Tax Map Key Parcels: (3) 7-9-05: 002, 003, 004, and 014 that total approximately 107 acres more or less (collectively referred to as "the Property") located in Kona, on the Island of Hawai'i in and around the *ahupua'a* of Kuamo'o. The Mohala Hou Foundation is willing to accept title to the Property as either a permanent or interim holder of the Property.

Mohala Hou is a non-profit organization that was formed in 2007 to support and promote the teaching and sharing of Hawaiian music, dance, language, and culture. Its mission is:

- To promote public understanding and involvement in Hawaiian culture including music, dance, language, material crafts and history.
- To sponsor public performances, workshops, classes, retreats and other educational activities focused on Hawaiian culture.
- To provide scholarships for *haumāna* (students), *kumu* (teachers), and *kūpuna* (Hawaiian elders) to attend performances, workshops, classes, retreats and other educational activities in Hawaiian culture.
- To directly engage in other activities related to educating the public about Hawaiian music, dance, and culture.

The founders of Mohala Hou are Keola Beamer and his wife, Moanalani Beamer. Keola Beamer is a renowned Hawaiian musician and the son of Winona Kapuailohiamanonokalani Desha Beamer, fondly known as "Aunty Nona," famed hula authority, composer, and activist. Mohala Hou includes the next generation of Beamers, including Keola Beamer's *hānai* brother, Kaliko Beamer-Trapp and nephew, Dr. Kamana Beamer, assistant professor of Hawaiian studies in the Hui 'Āina Momona program, split between the Hawaiiinuiākea School of Hawaiian Knowledge and the William S. Richardson School of Law at the University of Hawai'i at Mānoa. The Beamers are descendants of Chiefess Manono, who is said to be buried on the property. Keola Beamer has written a composition about his ancestor "Ho'okupu Mākou iā Manono". An ancient *oli* (chant), "E Manono", was documented by Emerson (a chest smiting hula *pa'i umauma* was performed with this chant).

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Kaliko Beamer - Trapp
President, MHF

Phone: (808) 895-5859 • Email: admin@mohalahou.org

www.mohalahou.org

P.O. Box 128, Pepe'ekeo, Hawai'i, HI 96783

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: **SEP 10 2007**

MOHALA HOJ FOUNDATION
C/O JOSH LINDSEY
THE FOUNDATION GROUP
2735 OLD ELM HILL PIKE
NASHVILLE, TN 37214-0000

Employer Identification Number:
20-8033866
DLN:
17053208035037
Contact Person:
DIANE M GENTRY ID# 31361
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990 Required:
Yes
Effective Date of Exemption:
September 5, 2006
Contribution Deductibility:
Yes
Advance Ruling Ending Date:
December 31, 2010
Addendum Applies:
No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. During your advance ruling period, you will be treated as a public charity. Your advance ruling period begins with the effective date of your exemption and ends with advance ruling ending date shown in the heading of the letter.

Shortly before the end of your advance ruling period, we will send you Form 8734, Support Schedule for Advance Ruling Period. You will have 90 days after the end of your advance ruling period to return the completed form. We will then notify you, in writing, about your public charity status.

Please see enclosed Publication 4221-FC, Compliance Guide for 501(c)(3) Public Charities, for some helpful information about your responsibilities as an exempt organization.

Letter 1045 (DO/CG)

Title Documents

(Title documents for TMK: (3) 7-9-005-002 have been ordered but are pending a settlement of title litigation; the settlement was recently finalized, executed and is in the process of being recorded in the Bureau of Conveyances)

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Incorporated's responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the greater of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

GEORGE A. SCHATTAUER,
Trustee under that certain unrecorded
Revocable Trust of George A. Schattauer,
dated June 27, 1989, a memorandum of which
was recorded as Document No. 90-014361,
as amended,
with full powers to sell, mortgage, lease or
otherwise deal with the land,

and
MARGARET A. SCHATTAUER,
Trustee under that certain unrecorded
Revocable Trust of Margaret A. Schattauer,
dated June 27, 1989, a memorandum of which
was recorded as Document No. 90-014359,
as amended,
with full powers to sell, mortgage, lease or
otherwise deal with the land,
as Tenants in Common, in equal shares,
as Fee Owner

SCHEDULE A CONTINUED

This report is subject to the Conditions and Stipulations set forth in Schedule D and is dated as of July 16, 2013 at 8:00 a.m.

Inquiries concerning this report
should be directed to
COLLEEN UAHINUI.
Email cuahinui@tghawaii.com
Fax (808) 533-5870
Telephone (808) 533-5834.
Refer to Order No. 201333939.

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.
Tax Key: (3) 7-9-005-003 Area Assessed: 16.350 acres
Land Classification: CONSERVATION

2. Any and all matters not shown in the Indices described in Schedule A.

3. Mineral and water rights of any nature in favor of the State of Hawaii.

4. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance.

5. The terms and provisions contained in that certain unrecorded Revocable Trust of George A. Schattauer dated June 27, 1989, a memorandum of which is recorded as Document No. 90-014361.

6. Effects of that certain AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated November 29, 2001, recorded as Document No. 2001-201686. Said Agreement was further amended by AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated February 25, 2002, recorded as Document No. 2002-044375, and AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated June 4, 2003, recorded as Document No. 2003-127627.

SCHEDULE B CONTINUED

-Note:- Title Guaranty of Hawaii, Inc. is unable to ascertain if the above agreements provide for a contiguous easement of access and utility from the land described in Schedule C to the nearest government road.

7. Any claim or boundary dispute which may exist or arise by reason of the failure of the GRANT OF EASEMENT dated March 1, 1989, recorded in Liber 22929 at Page 107, referred to in Schedule C to locate with certainty the boundaries of the existing Jeep (dirt) road described in said instrument.
8. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
9. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

END OF SCHEDULE B

SCHEDULE C

-ITEM I:-

All of that certain parcel of land (being portion of the land described in and covered by Royal Patent Grant Number 1652 to William Johnson) situate, lying and being at Kuamoo and Kawanui 1st, District of North Kona, Island and County of Hawaii, State of Hawaii, and thus bounded and described as follows:

Beginning at a nail in concrete at top of cliffs at sea shore at the southwest corner of this piece of land on the northerly boundary of Kawanui 2nd, R.P. 7454, L.C. Aw. 8559-B, Apana 10 to William C. Lunailo, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 6,132.40 feet south and 3,254.82 feet east and running by azimuths measured clockwise from true South:

Thence following along top of cliff at sea shore for the first five (5) courses, the direct azimuths and distances between points at said top of cliff being:

- | | | | | | |
|----|------|-----|-----|--------|--|
| 1. | 154° | 03' | 50" | 495.19 | feet to a nail in concrete; |
| 2. | 150° | 38' | 15" | 456.56 | feet to a nail in concrete; |
| 3. | 157° | 23' | 15" | 611.72 | feet to a nail in concrete; |
| 4. | 212° | 27' | 30" | 641.12 | feet to a nail in concrete; |
| 5. | 203° | 04' | 52" | 351.68 | feet; |
| 6. | 260° | 00' | | 111.66 | feet along the land of Maihi 2nd, along Grant 1574 to Josiah Fuller, along Lot 3 of the Paris-Smith Partition to the middle of Old Government Trail; |

Thence following along the middle of said trail for the next course, the direct azimuth and distance being:

- | | | | | | |
|----|------|-----|-----|----------|--------------|
| 7. | 355° | 48' | 40" | 2,291.44 | feet; thence |
|----|------|-----|-----|----------|--------------|

SCHEDULE C CONTINUED

8. 85° 34' 83.90 feet along northerly boundary of the land of Kawanui 2nd, R.P. 7454, L.C. Aw. 8559-B, Apana 10 to William C. Lunalilo to the point of beginning and containing an area of 16.35 acres, more or less.

Said above described parcel of land having been acquired by GEORGE A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of George A. Schattauer dated June 27, 1989, a memorandum of which is recorded as Document No. 90-014361; and MARGARET A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of Margaret A. Schattauer dated June 27, 1989, a memorandum of which is recorded as Document No. 90-014359, as Tenants in Common in equal shares, by WARRANTY DEED of MARGARET ANNE SCHATTAUER, wife of George A. Schattauer, dated October 4, 1991, recorded as Document No. 91-147038. The aforesaid deed was corrected by CORRECTION DEED dated August 5, 1993, recorded as Document No. 93-139373 (re: description of property).

-ITEM II:-

GRANT OF EASEMENT dated March 1, 1989, recorded in Liber 22929 at Page 107, granting a non-exclusive easement for road and utility purposes over and across the following described parcels of land in favor of Tax Key (3) 7-9-005-003, to-wit: :

A) EASEMENT A-A (60-feet wide), being portion of Land Patent Number S-8592, Land Commission Award Number 7130, Apana 2 to Kinimaka. Situated on the southerly side of Saint Paul (Public) Road at Maihi 1st, District of North Kona, Island and County of Hawaii, State of Hawaii.

Beginning at the northeast corner of this piece of land and on the southerly side of St. Paul Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 2,965.03 feet south and 10,085.14 feet east, and running by true azimuths measured clockwise from true South:

1. 20° 07' 114.04 feet;

SCHEDULE C CONTINUED

| | | | | |
|----|------|-----|--------|---|
| 2. | 104° | 04' | 40.46 | feet along Grant 1182 to Josiah Fuller along Easement A; |
| 3. | 91° | 44' | 20.82 | feet along Grant 1182 to Josiah Fuller along Easement A; |
| 4. | 200° | 07' | 134.24 | feet; |
| 5. | 299° | 00' | 60.73 | feet along Saint Paul (Public) Road to the point of beginning and containing and area of 0.1689 acre, more or less. |

B) EASEMENT A (60-feet wide), being portion of Royal Patent Grant Number 1182 to Josiah Fuller, situated at Maihi 2nd, District of North Kona, Island and County of Hawaii, State of Hawaii.

Beginning at the southeast corner of this piece of land on the boundary between Grant 1182 to Josiah Fuller and Grant 1598 to William Johnson, the true azimuth and distance from the northwest corner of Grant 794 to Ehu being 97° 23' 16" 577.85 feet, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 3,556.62 feet south and 9,868.46 feet east, and running by true azimuths measured clockwise from South:

| | | | | | |
|----|------|-----|-----|--------|---|
| 1. | 97° | 23' | 16" | 61.51 | feet along Grant 1598 to William Johnson along Lot 1 of the Paris-Smith Partition along Easement B; |
| 2. | 200° | 07' | | 518.71 | feet; |
| 3. | 271° | 44' | | 20.82 | feet along L.P. S-8592, L.C. Aw. 7130, Apana 2 to Kinimaka along Easement A-A; |
| 4. | 284° | 04' | | 40.46 | feet along L.P. S-8592, L.C. Aw. 7130, Apana 2 to Kinimaka along Easement A-A; |

SCHEDULE C CONTINUED

5. 20° 07' 515.98 feet to the point of beginning and containing an area of 0.7145 acre, more or less.

C) EASEMENT B (60.00 feet wide), being portion of Royal Patent Grant Number 1598 to William Johnson, situated at Kuamoo and Kawanui 1st, District of North Kona, Island and County of Hawaii, State of Hawaii.

Beginning at a pipe in concrete at the southeast corner of this piece of land, being also the southeast corner of Lot 1 and northeast corner of Lot 2 of the Paris-Smith Partition, and on the westerly side of Grant 1178 to Hapuku, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 4,365.39 feet south and 9,719.31 feet east, and running by true azimuths measured clockwise from true South;

| | | | | | |
|----|------|-----|-----|--------|--|
| 1. | 83° | 35' | 57" | 60.28 | feet along Lot 2 of the Paris-Smith Partition; |
| 2. | 168° | 03' | 30" | 14.94 | feet along Easement C; |
| 3. | 169° | 12' | 50" | 207.95 | feet partly along Easement C; |
| 4. | 172° | 32' | 10" | 63.60 | feet; |
| 5. | 200° | 07' | | 576.65 | feet; |
| 6. | 277° | 23' | 16" | 61.51 | feet along Grant 1182 to Josiah Fuller along Easement A; |
| 7. | 20° | 07' | | 575.47 | feet; |
| 8. | 352° | 32' | 10" | 47.13 | feet along Grant 1178 to Hapuku; |
| 9. | 349° | 12' | 50" | 205.60 | feet along Grant 1178 to Hapuku; |

SCHEDULE C CONTINUED

10. 348° 03' 30" 20.15 feet along Grant 1178 to Hapuku to the point of beginning and containing an area of 1.1787 acres, more or less.

D) EASEMENT C (60-foot wide), being portion of Lot 1 of the Paris-Smith Partition, also being portion of Royal Patent Grant Number 1598 to William Johnson, situated at Kawanui 1st, District of North Kona, Island and County of Hawaii, State of Hawaii.

Beginning at a pipe in concrete at the southwest corner of this piece of land, and on the easterly boundary of Grant 1652 to William Johnson, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 5,026.79 feet south and 3,823.56 feet east, and running by true azimuths measured clockwise from true South:

| | | | | | |
|----|------|-----|-----|----------|---|
| 1. | 162° | 42' | 40" | 61.10 | feet along wall along Grant 1652 to William Johnson; |
| 2. | 263° | 35' | 57" | 5,879.09 | feet partly along Easement D; |
| 3. | 349° | 12' | 50" | 45.25 | feet along Easement B; |
| 4. | 348° | 03' | 30" | 14.94 | feet along Easement B; |
| 5. | 83° | 35' | 57" | 5,872.45 | feet along Lot 2 of the Paris-Smith Partition to the point of beginning and containing an area of 8.0926 acres, more or less. |

E) EASEMENT D (60-foot wide), being portion of Lot 1 of the Paris-Smith Partition, being also portions of Royal Patent Grant Number 1574 to J. Fuller and Royal Patent Grant Number 1598 to William Johnson, situated on the easterly side of Grant 1652 to William Johnson at Maihi 2nd, Kuamoo and Kawanui 1st, District of North Kona, Island and County of Hawaii, State of Hawaii.

SCHEDULE C CONTINUED

Beginning at a pipe in concrete on the westerly side of this piece of land, being at the southeast corner of Lot 4 and the northeast corner of Lot 3 of the Paris-Smith Partition, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 3,674.81 feet south and 3,279.54 feet east, and running by true azimuths measured clockwise from true South:

| | | | | | |
|-----|------|-----|-----|--------|--|
| 1. | 172° | 23' | | 100.00 | feet along Lot 4 of the Paris-Smith Partition; |
| 2. | 262° | 23' | | 60.00 | feet along the land of Maihi 1st, along L.P. S-8592, L.C. Aw. 7130, Apana 2 to Kinimaka; |
| 3. | 352° | 23' | | 100.00 | feet; |
| 4. | 344° | 29' | | 99.83 | feet; |
| 5. | 260° | 33' | 05" | 310.04 | feet; |
| 6. | 356° | 59' | 30" | 198.08 | feet; |
| 7. | 317° | 00' | 30" | 76.89 | feet; |
| 8. | 348° | 19' | | 92.94 | feet; |
| 9. | 4° | 14' | 30" | 79.23 | feet; |
| 10. | 34° | 43' | | 122.78 | feet; |
| 11. | 45° | 03' | 15" | 52.46 | feet; |
| 12. | 334° | 37' | | 66.01 | feet; |
| 13. | 339° | 32' | 20" | 83.81 | feet; |
| 14. | 341° | 58' | 30" | 84.56 | feet; |
| 15. | 340° | 18' | 10" | 142.65 | feet; |
| 16. | 338° | 45' | | 83.76 | feet; |
| 17. | 351° | 41' | 30" | 109.86 | feet; |
| 18. | 341° | 35' | 50" | 87.08 | feet; |

SCHEDULE C CONTINUED

| | | | | | |
|-----|------|-----|-----|--------|--|
| 19. | 342° | 42' | 40" | 68.23 | feet; |
| 20. | 83° | 35' | 57" | 61.10 | feet along Easement C; |
| 21. | 162° | 42' | 40" | 67.65 | feet along wall along Grant 1652 to William Johnson; |
| 22. | 161° | 35' | 50" | 91.80 | feet along same; |
| 23. | 171° | 41' | 30" | 108.35 | feet along same; |
| 24. | 158° | 45' | | 77.76 | feet along same; |
| 25. | 160° | 18' | 10" | 142.58 | feet along same; |
| 26. | 161° | 58' | 30" | 82.40 | feet along same; |
| 27. | 159° | 32' | 20" | 79.95 | feet along same; |
| 28. | 142° | 07' | 30" | 25.59 | feet along same; |
| 29. | 162° | 48' | 30" | 38.84 | feet along same; |
| 30. | 170° | 28' | 20" | 61.12 | feet along same; |
| 31. | 218° | 40' | | 20.89 | feet along same; |
| 32. | 243° | 16' | | 56.06 | feet along same; |
| 33. | 214° | 43' | | 91.17 | feet along same; |
| 34. | 184° | 14' | 30" | 54.50 | feet along same; |
| 35. | 163° | 07' | 30" | 49.44 | feet along same; |
| 36. | 181° | 54' | | 19.04 | feet along same; |
| 37. | 137° | 00' | 30" | 21.98 | feet along same; |
| 38. | 77° | 06' | | 35.51 | feet along same; |
| 39. | 172° | 44' | | 47.44 | feet along same; |
| 40. | 176° | 59' | 30" | 159.43 | feet along same; |
| 41. | 80° | 33' | 05" | 296.69 | feet along Grant 1652 to William Johnson; |

SCHEDULE C CONTINUED

42. 164° 29' 160.13 feet along Lot 3 of the Paris-Smith partition to the point of beginning and containing an area of 2.5862 acres, more or less.

F) Non-exclusive permission to use the existing Jeep (dirt) road until Easements A-A, A and B are improved so that they can be used by a four wheel drive vehicle. Said existing Jeep (dirt) road is shown on the map marked as Exhibit C attached to the above mentioned Grant of Easement.

The above GRANT OF EASEMENT was amended by AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT NEW EASEMENT by and between FIRST HAWAIIAN BANK, WILLIAM J. PARIS, JR. and MARGARET ANNE SCHATTAUER, as Trustees of the William J. Paris, Sr. Trust ("Trustees") and GEORGE A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of George A. Schattauer dated June 27, 1989, and MARGARET A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of Margaret A. Schattauer dated June 27, 1989 ("Schattauer"), dated November 29, 2001, recorded as Document No. 2001-201687, wherein Easement C as set forth above was cancelled insofar as it affects PARCEL 4 of the MAMALAHOA BYPASS ROAD described therein. Additionally, the Trustees granted to Schattauer non-exclusive rights for road and utility purposes over and across EASEMENTS C-1 and C-2 described below.

EASEMENT C-1

Affecting Lot 1-B, same being also portions of
Grant 1574 to Josiah Fuller and Grant 1598 to
Wm. Johnson
For Access Purposes

Beginning as the south corner of this easement, being along the east boundary of Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OHAU" being 10,447.08 feet north and 839.21 feet east and thence running by azimuths measured clockwise from true South:

SCHEDULE C CONTINUED

| | | | | | |
|-----|------|-----|-----|--------|---|
| 1. | 168° | 49' | | 28.53 | feet along the east side of Parcel 4 of Mamalahoa Bypass Road, same being portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 2. | 78° | 49' | | 30.00 | feet along the east side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 3. | 168° | 49' | | 589.06 | feet along the east side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 4. | 258° | 49' | | 15.00 | feet along the east side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 5. | 168° | 49' | | 20.94 | feet along the east side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 6. | 78° | 49' | | 45.00 | feet; |
| 7. | 348° | 49' | | 550.00 | feet; |
| 8. | 258° | 49' | | 30.00 | feet; |
| 9. | 348° | 49' | | 93.56 | feet; |
| 10. | 83° | 36' | 14" | 60.21 | feet to the point of beginning and containing an area of 0.971 acre, more or less. |

SCHEDULE C CONTINUED

EASEMENT C-2

Affecting Lot 1-A, same being also portions of
 Grant 1574 to Josiah Fuller and Grant 1598 to
 Wm. Johnson
 For Access Purposes

Beginning as the southeast corner of this easement, being along the east boundary of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OHAU" being 10,423.61 feet north and 629.78 feet east and thence running by azimuths measured clockwise from true South:

- | | | | | | |
|----|------|-----|-----|--------|---|
| 1. | 83° | 36' | 14" | 60.21 | feet; |
| 2. | 168° | 49' | | 75.92 | feet; |
| 3. | 258° | 49' | | 45.00 | feet; |
| 4. | 168° | 49' | | 50.00 | feet; |
| 5. | 258° | 49' | | 15.00 | feet; |
| 6. | 168° | 49' | | 490.00 | feet; |
| 7. | 258° | 49' | | 60.00 | feet; |
| 8. | 348° | 49' | | 550.00 | feet along the west side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 9. | 78° | 49' | | 15.00 | feet along the west side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |

SCHEDULE C CONTINUED

- | | | | | |
|-----|------|-----|-------|--|
| 10. | 348° | 49' | 50.00 | feet along the west side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 11. | 78° | 49' | 45.00 | feet along the west side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson; |
| 12. | 348° | 49' | 20.94 | feet along the west side of Parcel 4 of Mamalahoa Bypass Road, same being also portions of Grant 1574 to Josiah Fuller and Grant 1598 to Wm. Johnson to the point of beginning and containing an area of 0.934 acre, more or less. |

Said above Agreement was further amended by (A) AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated February 25, 2002, recorded as Document No. 2002-044375; and (B) AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated June 4, 2003, recorded as Document No. 2003-127627.

SCHEDULE C CONTINUED

-ITEM III:-

GRANT OF EASEMENT of KAMEHAMEHA INVESTMENT CORPORATION, a Hawaii corporation, dated June 6, 2008, recorded as Document No. 2008-100929, granting a perpetual, non-exclusive (12-foot wide) easement for ingress and egress access purposes only, and not for utility purposes, over, under, across and through Tax Key (3) 7-8-010-066 between Alii Drive, also known as Alii Highway, and Keauhou 2nd/Honalo boundary, described as follows:

12-foot wide Easement

Portion of Royal Patent 7844, Land Commission
Award 7715, Apana 12 to L. Kamehameha

Situated at Keauhou 2, North Kona, Hawaii

Being a strip of land twelve (12.00) feet wide and extending six (6.00) feet to each side of the following described centerline:

Beginning at the north end of this strip of land and on the south side of a 60-foot roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST", being 92.96 feet south and 2,666.98 feet east, thence running by azimuths measured clockwise from true South:

- | | | | |
|-----|----------|--------|-------|
| 1. | 64° 20' | 68.00 | feet; |
| 2. | 42° 25' | 189.00 | feet; |
| 3. | 55° 30' | 88.00 | feet; |
| 4. | 43° 25' | 109.00 | feet; |
| 5. | 24° 15' | 60.00 | feet; |
| 6. | 1° 20' | 77.00 | feet; |
| 7. | 332° 40' | 221.00 | feet; |
| 8. | 336° 15' | 52.00 | feet; |
| 9. | 324° 40' | 87.00 | feet; |
| 10. | 334° 40' | 74.00 | feet; |
| 11. | 309° 45' | 80.00 | feet; |

SCHEDULE C CONTINUED

- | | | | |
|-----|----------|--------|--|
| 12. | 343° 25' | 138.00 | feet; |
| 13. | 29° 55' | 58.00 | feet; |
| 14. | 357° 30' | 34.02 | feet to the south end of this strip of land, on the north side of Grant 1595 to J. N. Travis and containing an area of 16,020 square feet, more or less. |

-Note:- The above grant of easement does not provide a contiguous access easement to the subject land.

END OF SCHEDULE C

GENERAL NOTES

1. Title Guaranty of Hawaii, Incorporated has been reliably informed of the death of GEORGE A. SCHATTAUER on May 26, 2005 at Captain Cook, Hawaii..

SCHEDULE D

CONDITIONS AND STIPULATIONS

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually know to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the greater of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.

DATE PRINTED: 7/25/2013

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: SCHATTAUER, GEORGE A TRST
LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(3) 7 9 005 003 0000

CLASS: CONSERVATION AREA ASSESSED: 16.350 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2013

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

| | | |
|-----------------|----|---------|
| BUILDING | \$ | 0 |
| EXEMPTION | \$ | 0 |
| NET VALUE | \$ | 0 |
| LAND | \$ | 117,700 |
| EXEMPTION | \$ | 0 |
| NET VALUE | \$ | 117,700 |
| TOTAL NET VALUE | \$ | 117,700 |

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 7/01/2013

| Tax Year | Installment | Tax Amount | Penalty Amount | Interest Amount | Other Amount | Total Amount | |
|----------|-------------|------------|----------------|-----------------|--------------|--------------|---------|
| 2013 | 2 | 638.52 | | | | 638.52 | PENDING |
| 2013 | 1 | 638.53 | | | | 638.53 | PENDING |
| 2012 | 2 | 579.67 | | | | 579.67 | PAID |
| 2012 | 1 | 579.68 | | | | 579.68 | PAID |
| 2011 | 2 | 579.67 | | | | 579.67 | PAID |
| 2011 | 1 | 579.68 | | | | 579.68 | PAID |

Total Amount Due: 1,277.05

Penalty and Interest Computed to: 7/01/2013

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Incorporated's responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the greater of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

WILLIAM J. PARIS, JR.,
Trustee under that certain unrecorded
Revocable Trust of William J. Paris, Jr.
dated December 16, 1998, as amended,
a memorandum of which is recorded as
Document No. 2004-241534,
with powers to sell, lease, mortgage, etc.,
-as to an undivided 25% interest-
WILMA JANE PARIS,
Trustee under that certain unrecorded
Revocable Trust of Wilma Jane Paris dated
January 12, 1989, as amended and restated,
with powers to sell, lease, mortgage, etc.,
-as to an undivided 25% interest-
and
GEORGE A. SCHATTAUER, JR.,
husband of Toni W. Schattauer,
-as to an undivided 50% interest-
as Tenants in Common,
as Fee Owner

SCHEDULE A CONTINUED

This report is subject to the Conditions and Stipulations set forth in Schedule D and is dated as of July 18, 2013 at 8:00 a.m.

Inquiries concerning this report should be directed to

COLLEEN UAHINUI.

Email cuahinui@tghawaii.com

Fax (808) 533-5870

Telephone (808) 533-5834.

Refer to Order No. 201333940.

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.

Tax Key: (3) 7-9-005-004 Area Assessed: 0.777 acre

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.

2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. Any and all matters not shown in the Indices described in Schedule A.
4. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance.
5. Rights of native tenants as reserved in Royal Patent Grant Number 1574 to Josiah Fuller.
6. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : April 26, 1978

RECORDED : Liber 15006 Page 753

PARTIES : DEPARTMENT OF WATER SUPPLY, COUNTY OF HAWAII
("Department"), AGNES PARIS SMITH, ROGER PARIS
MacARTHUR, LARRY C. MacARTHUR, SUSAN OAKLAND, MARK
C. SMITH, and the ESTATE OF WILLIAM J. PARIS, SR.,
("Owners")

SCHEDULE B CONTINUED

RE : Department grants a waiver or relief pursuant to Rule 4, Section 4-1., Subsection (4) of the Rules and Regulations of the Department of Water Supply

7. The terms and provisions contained in that certain JUDGMENT dated August 20, 1987, filed in the Circuit Court of the Third Circuit, Kona Division, State of Hawaii, in Civil No. 9243 on August 20, 1987, recorded in the Bureau of Conveyances in Liber 22159 at Page 237 on July 21, 1988.

8. Effects of that certain AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated November 29, 2001, recorded as Document No. 2001-201686. Said Agreement was further amended by AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated February 25, 2002, recorded as Document No. 2002-044375, and AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated June 4, 2003, recorded as Document No. 2003-127627.

-Note:- Title Guaranty of Hawaii, Inc. is unable to ascertain if the above agreements provide for a continuous easement of access and utility from the land described in Schedule C to the nearest government road.

9. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

END OF SCHEDULE B

SCHEDULE C

-ITEM I:-

All of that certain parcel of land (being portion of the land described in and covered by Royal Patent Grant Number 1574 to Josiah Fuller) situate, lying and being at Maihi 2nd, on the ocean at Maihi Bay about 4000 feet south of the Kona Surf Hotel between Kualanui and Kuamoo Points, District of North Kona, Island and County of Hawaii, State of Hawaii, being LOT 3, and thus bounded and described:

Beginning at a pipe in concrete at the northeast corner of this parcel of land, being also the southeast corner of Lot 4, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 3674.81 feet south and 3279.54 feet east and running by azimuths measured clockwise from true South:

- | | | | | | |
|----|------|-----|-----|--------|--|
| 1. | 344° | 29' | 00" | 160.13 | feet along Lot 1, along the remainder of Grant 1574 to Josiah Fuller to a nail in concrete at stonewall corner; |
| 2. | 80° | 33' | 05" | 65.00 | feet along middle of stonewall, along Grant 1652 to William Johnson to a nail in concrete; |
| 3. | 95° | 01' | 30" | 55.22 | feet along middle of stonewall, along Grant 1652 to William Johnson to a nail in concrete; |
| 4. | 80° | 00' | 00" | 144.31 | feet along Grant 1652 to William Johnson to the (sea) highwater mark at the seashore, passing over a Government trail; |

Thence along the (sea) shoreline, along the highest wash of waves for the following six (6) courses:

- | | | | | | |
|----|------|-----|-----|------|-----------------------------------|
| 5. | 150° | 18' | 00" | 8.71 | feet to a point on the shoreline; |
|----|------|-----|-----|------|-----------------------------------|

SCHEDULE C CONTINUED

| | | | | | |
|-----|------|-----|-----|--------|---|
| 6. | 190° | 10' | 00" | 27.00 | feet to a point on the shoreline; |
| 7. | 195° | 15' | 00" | 41.50 | feet to a point on the shoreline; |
| 8. | 188° | 40' | 00" | 42.00 | feet to a point on the shoreline; |
| 9. | 164° | 50' | 00" | 26.00 | feet to a point on the shoreline; |
| 10. | 140° | 16' | 00" | 19.48 | feet to a point on the shoreline; |
| 11. | 262° | 23' | 00" | 221.92 | feet along Lot 4, across Old Government Trail, along the remainder of Grant 1574 to Josiah Fuller to the point of beginning and containing a gross area of 0.830 acre more or less. |

EXCEPTING AND EXCLUDING from the above described parcel of land, all of that certain PORTION OF OLD GOVERNMENT TRAIL at Maihi 2nd, North Kona, Hawaii, Hawaii, described as follows:

Beginning at the northeast corner of this trail on the southerly boundary of Lot 4, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 3692.38 feet south and 3148.10 feet east and running by azimuths measured clockwise from true South:

| | | | | | |
|----|------|-----|-----|--------|--|
| 1. | 348° | 15' | 30" | 150.03 | feet along the remainder of Lot 3 and Grant 1574 to Josiah Fuller; |
| 2. | 80° | 00' | 00" | 15.30 | feet across the Old Government Trail; |
| 3. | 168° | 15' | 30" | 150.66 | feet along the remainder of Lot 3 and Grant 1574 to Josiah Fuller; |

SCHEDULE C CONTINUED

4. 262° 23' 00" 15.32 feet across the Old Government Trail to the point of beginning and containing an area of 2,299 square feet or 0.053 acre, more or less.

Leaving a net area of 0.777 acre, more or less.

TOGETHER WITH an easement (60.00 feet wide) for road and utility purposes over and across the following:

EASEMENTS A, B, C, AND D (COMBINED)
(For Road and Utility Purposes)

Situated on the south side of St. Paul
(public) Road about 2700 feet from
Mamalahoa Highway

At Maihi 1st and 2nd, Kuamoo 1st and Kawainui 1st,
North Kona, Hawaii, Hawaii

Being Portions of L. C. Aw. 7130, Apana 2
to Kinimaka, Grant 1182 to Josiah Fuller,
Grant 1598 to William Johnson
and Grant 1574 to J. Fuller

Beginning at a pipe in concrete at the northeast corner of this parcel of land on the south side of St. Paul (public) Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 2965.03 feet south and 10085.14 feet east and running by azimuths measured clockwise from true South:

1. 20° 07' 00" 1,205.10 feet along L. C. Aw. 7130, Apana 2 to Kinimaka, Grant 1182 to Josiah Fuller and Grant 1598 to William Johnson to a pipe in concrete;

Thence along middle of stonewall, along Grant 1178 to Hapuku for the next three (3) courses:

SCHEDULE C CONTINUED

| | | | | | |
|-----|------|-----|-----|----------|--|
| 2. | 352° | 32' | 10" | 47.13 | feet to a nail in concrete; |
| 3. | 349° | 12' | 50" | 205.60 | feet to a nail in concrete; |
| 4. | 348° | 03' | 30" | 20.15 | feet to a pipe in concrete; |
| 5. | 83° | 35' | 57" | 5,932.73 | feet along remainder of Grant 1598 to William Johnson to a nail in concrete: |
| | | | | | Thence along middle of stonewall, along Grant 1652 to William Johnson for the next twenty (2) courses: |
| 6. | 162° | 42' | 40" | 128.75 | feet to a nail in concrete; |
| 7. | 161° | 35' | 50" | 91.80 | feet to a nail in concrete; |
| 8. | 171° | 41' | 30" | 108.35 | feet to a nail in concrete; |
| 9. | 158° | 45' | 00" | 77.76 | feet to a nail in concrete;; |
| 10. | 160° | 18' | 10" | 142.58 | feet to a nail in concrete; |
| 11. | 161° | 58' | 30" | 82.40 | feet to a nail in concrete; |
| 12. | 159° | 32' | 20" | 79.95 | feet to a nail in concrete; |
| 13. | 142° | 07' | 30" | 25.59 | feet to a nail in concrete; |
| 14. | 162° | 48' | 30" | 38.84 | feet to a nail in concrete; |
| 15. | 170° | 28' | 20" | 61.12 | feet to a pipe in concrete; |
| 16. | 218° | 40' | 00" | 20.89 | feet to a nail in concrete; |
| 17. | 243° | 16' | 00" | 56.06 | feet to a nail in concrete; |
| 18. | 214° | 43' | 00" | 91.17 | feet to a nail in concrete; |
| 19. | 184° | 14' | 30" | 54.50 | feet to a nail in concrete; |
| 20. | 163° | 07' | 30" | 49.44 | feet to a nail in concrete; |
| 21. | 181° | 54' | 00" | 19.04 | feet to a nail in concrete; |

SCHEDULE C CONTINUED

| | | | | | |
|-----|------|-----|-----|--------|--|
| 22. | 137° | 00' | 30" | 21.98 | feet to a nail in concrete; |
| 23. | 77° | 06' | 00" | 35.51 | feet to a pipe in concrete; |
| 24. | 172° | 44' | | 47.44 | feet to a nail in concrete; |
| 25. | 176° | 59' | 30" | 159.43 | feet to a pipe in concrete; |
| 26. | 80° | 33' | 05" | 296.69 | feet along Grant 1652 to William Johnson to a nail in concrete; |
| | | | | | Thence along remainder of Grant 1574 to J. Fuller for the next two (2) courses: |
| 27. | 164° | 29' | 00" | 160.13 | feet to a nail in concrete; |
| 28. | 172° | 23' | | 100.00 | feet to a nail in concrete; |
| 29. | 262° | 23' | 00" | 60.00 | feet along L. C. Aw. 7130, Apana 2 to Kinimaka; |
| | | | | | Thence along remainder of Grant 1574 to J. Fuller for the next three (3) courses: |
| 30. | 352° | 23' | 00" | 100.00 | feet to a point; |
| 31. | 344° | 29' | 00" | 99.83 | feet to a point; |
| 32. | 260° | 33' | 05" | 310.04 | feet to a point; |
| 33. | 356° | 59' | 30" | 198.08 | feet along remainders of Grant 1574 to J. Fuller and Grant 1598 to William Johnson to a point; |
| | | | | | Thence along remainder of Grant 1598 to William Johnson for the next sixteen (16) courses: |
| 34. | 317° | 00' | 30" | 76.89 | feet to a point; |
| 35. | 348° | 19' | 00" | 92.94 | feet to a point; |

SCHEDULE C CONTINUED

| | | | | | |
|-----|------|-----|-----|----------|--|
| 36. | 4° | 14' | 30" | 79.23 | feet to a point; |
| 37. | 34° | 43' | 00" | 122.78 | feet to a point; |
| 38. | 45° | 03' | 15" | 52.46 | feet to a point; |
| 39. | 334° | 37' | 00" | 66.01 | feet to a point; |
| 40. | 339° | 32' | 20" | 83.81 | feet to a point; |
| 41. | 341° | 58' | 30" | 84.56 | feet to a point; |
| 42. | 340° | 18' | 10" | 142.65 | feet to a point; |
| 43. | 338° | 45' | 00" | 83.76 | feet to a point; |
| 44. | 351° | 41' | 30" | 109.86 | feet to a point; |
| 45. | 341° | 35' | 50" | 87.08 | feet to a point; |
| 46. | 342° | 42' | 40" | 68.23 | feet to a point; |
| 47. | 263° | 35' | 57" | 5,817.99 | feet to a point; |
| 48. | 169° | 12' | 50" | 162.70 | feet to a point; |
| 49. | 172° | 32' | 10" | 63.60 | feet to a point; |
| 50. | 200° | 07' | 00" | 1,229.21 | feet to the remainders of Grant 1598 to William Johnson, Grant 1182 to Josiah Fuller and L. C. Aw. 7130, Apana 2 to Kinimaka; |
| 51. | 299° | 00' | 00" | 60.73 | feet along the south side of St. Paul (public) Road to the point of beginning and containing an area of 12.7406 acres, more or less, as per survey of Donald C. McIntosh, Registered Professional Land Surveyor, with Kona Surveyors, dated June 17, 1987. |

SCHEDULE C CONTINUED

-Note:- A portion of the above described easement was cancelled by AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT NEW EASEMENT by and between FIRST HAWAIIAN BANK, WILLIAM J. PARIS, JR. and MARGARET ANNE SCHATTAUER, as Trustees of the William J. Paris, Sr. Trust ("Trustees") and GEORGE A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of George A. Schattauer dated June 27, 1989, and MARGARET A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of Margaret A. Schattauer dated June 27, 1989 ("Schattauer"), dated November 29, 2001, recorded as Document No. 2001-201686, wherein that portion of the above easement designated as EASEMENT C was cancelled insofar as it affects PARCEL 4 of the MAMALAHOA BYPASS ROAD described in said Agreement.

The Agreement was further amended by AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated February 25, 2002, recorded as Document No. 2002-044375, and AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated June 4, 2003, recorded as Document No. 2003-127627.

Said above described parcel of land having been acquired as follows:

SCHEDULE C CONTINUED

1. By WILLIAM J. PARIS, JR., Trustee under that certain unrecorded Revocable Trust of William J. Paris, Jr. dated December 16, 1998, as amended, a memorandum of which is recorded as Document No. 2004-241534, as to an undivided 25% interest, and WILMA JANE PARIS, Trustee under that certain unrecorded Revocable Trust of Wilma Jane Paris dated January 12, 1989, as amended and restated, as to an undivided 25% interest, as Tenants in Common, by TRUSTEE'S LIMITED WARRANTY DEED of WILLIAM J. PARIS, JR., Trustee under that certain unrecorded Revocable Trust of William J. Paris, Jr. dated December 16, 1998, as amended, and WILMA JANE PARIS, Trustee under that certain unrecorded Revocable Trust of Wilma Jane Paris dated January 12, 1989, as amended and restated, dated December 28, 2012, recorded as Document No. A-47550436; and
2. By GEORGE A. SCHATTAUER, JR., husband of Toni W. Schattauer, as to an undivided 50% interest, by TRUSTEE'S LIMITED WARRANTY DEED of MARGARET A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of Margaret A. Schattauer dated June 27, 2989, as amended, dated December 27, 2012, recorded as Document No. A-47660139.

-ITEM II:-

GRANT OF EASEMENT of KAMEHAMEHA INVESTMENT CORPORATION, a Hawaii corporation, dated January 8, 2009, recorded as Document No. 2009-021694, granting a perpetual non-exclusive easement (12-foot wide) for ingress and egress access purposes only, and not for utility purposes, over, under, across and through Tax Key (3) 7-8-010-066 between Alii Drive, also known as Alii Highway and the Keauhou 2nd/Honalo boundary, described as follows:

12-foot wide Easement

Portion of Royal Patent 7844, Land Commission
Award 7715, Apana 12 to L. Kamehameha

Situated at Keauhou 2, North Kona, Hawaii

Being a strip of land twelve (12.00) feet wide and extending six (6.00) feet to each side of the following described centerline:

SCHEDULE C CONTINUED

Beginning at the north end of this strip of land and on the south side of a 60-foot roadway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST", being 92.96 feet south and 2,666.98 feet east, thence running by azimuths measured clockwise from true South:

| | | | |
|-----|----------|--------|--|
| 1. | 64° 20' | 68.00 | feet; |
| 2. | 42° 25' | 189.00 | feet; |
| 3. | 55° 30' | 88.00 | feet; |
| 4. | 43° 25' | 109.00 | feet; |
| 5. | 24° 15' | 60.00 | feet; |
| 6. | 1° 20' | 77.00 | feet; |
| 7. | 332° 40' | 221.00 | feet; |
| 8. | 336° 15' | 52.00 | feet; |
| 9. | 324° 40' | 87.00 | feet; |
| 10. | 334° 40' | 74.00 | feet; |
| 11. | 309° 45' | 80.00 | feet; |
| 12. | 343° 25' | 138.00 | feet; |
| 13. | 29° 55' | 58.00 | feet; |
| 14. | 357° 30' | 34.02 | feet to the south end of this strip of land, on the north side of Grant 1595 to J. N. Travis and containing an area of 16,020 square feet, more or less. |

-Note:- The above grant of easement does not provide a contiguous access easement to the subject land.

END OF SCHEDULE C

GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

SCHEDULE D

CONDITIONS AND STIPULATIONS

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually know to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the greater of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.

DATE PRINTED: 7/25/2013

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: SCHATTAUER, GEORGE A JR
LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(3) 7 9 005 004 0000

CLASS: CONSERVATION & etc AREA ASSESSED: .777 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2013

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

| | | |
|-----------------|----|--------|
| BUILDING | \$ | 0 |
| EXEMPTION | \$ | 0 |
| NET VALUE | \$ | 0 |
| LAND | \$ | 35,800 |
| EXEMPTION | \$ | 0 |
| NET VALUE | \$ | 35,800 |
| TOTAL NET VALUE | \$ | 35,800 |

AGRICULTURAL USE VALUE

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 7/01/2013

| Tax Year | Installment | Tax Amount | Penalty Amount | Interest Amount | Other Amount | Total Amount | |
|----------|-------------|------------|----------------|-----------------|--------------|--------------|---------|
| 2013 | 2 | 194.14 | | | | 194.14 | PENDING |
| 2013 | 1 | 194.14 | | | | 194.14 | PENDING |
| 2012 | 2 | 176.24 | | | | 176.24 | PAID |
| 2012 | 1 | 176.25 | | | | 176.25 | PAID |
| 2011 | 2 | 176.24 | | | | 176.24 | PAID |
| 2011 | 1 | 176.25 | | | | 176.25 | PAID |

Total Amount Due: 388.28

Penalty and Interest Computed to: 7/01/2013

DATE PRINTED: 7/25/2013

CLASS BREAKDOWN FOR TAX MAP KEY BELOW:

| TAX MAP KEY | | | | | |
|---------------------|------|---------|------|----------------|-------------------------------|
| DIVISION | ZONE | SECTION | PLAT | PARCEL | HPR NO. |
| (3) | 7 | 9 | 005 | 004 | 0000 |
| CLASS: CONSERVATION | | | | AREA ASSESSED: | .125 AC |
| BUILDING | | | | \$ | 0 |
| EXEMPTION | | | | \$ | 0 |
| NET VALUE | | | | \$ | 0 |
| LAND | | | | \$ | 35,700 AGRICULTURAL USE VALUE |
| EXEMPTION | | | | \$ | 0 |
| NET VALUE | | | | \$ | 35,700 |
| TOTAL NET VALUE | | | | \$ | 35,700 |

| TAX MAP KEY | | | | | |
|---------------------|------|---------|------|----------------|----------------------------|
| DIVISION | ZONE | SECTION | PLAT | PARCEL | HPR NO. |
| (3) | 7 | 9 | 005 | 004 | 0000 |
| CLASS: AGRICULTURAL | | | | AREA ASSESSED: | .652 AC |
| BUILDING | | | | \$ | 0 |
| EXEMPTION | | | | \$ | 0 |
| NET VALUE | | | | \$ | 0 |
| LAND | | | | \$ | 100 AGRICULTURAL USE VALUE |
| EXEMPTION | | | | \$ | 0 |
| NET VALUE | | | | \$ | 100 |
| TOTAL NET VALUE | | | | \$ | 100 |

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Incorporated's responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the greater of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

WILLIAM J. PARIS, JR.,
Trustee under that certain unrecorded
Revocable Trust of William J. Paris, Jr.
dated December 16, 1998, as amended,
a memorandum of which is recorded as
Document No. 2004-241534,
with powers to sell, mortgage, lease, etc.,
-AS TO AS UNDIVIDED 25% INTEREST-

WILMA JANE PARIS,
Trustee under that certain unrecorded
Revocable Trust of Wilma Jane Paris dated
January 12, 1989, as amended and restated,
with powers to sell, mortgage, lease, etc.,
-AS TO AN UNDIVIDED 25% INTEREST-

GEORGE A. SCHATTAUER,
husband of Toni W. Schattauer,
-AS TO AN UNDIVIDED 11% INTEREST-
GEORGE A. SCHATTAUER, JR., and
ALAYNA P. GOMES,
Co-Trustees under that certain unrecorded
Irrevocable Trust of Margaret A. Schattauer
dated December 27, 2012, a memorandum of

SCHEDULE A CONTINUED

which is recorded as Document No. A-47620126,
with powers to sell, mortgage, lease, etc.,
-AS TO AN UNDIVIDED 22% INTEREST-

and

GEORGE A. SCHATTAUER, JR., and
ALAYNA P. GOMES,

Co-Trustees under that certain unrecorded
Irrevocable Education Trust of Margaret A.
Schattauer dated December 27, 2012, a
memorandum of which is recorded as Document
No. A-47620127,

with powers to sell, mortgage, lease, etc.

-AS TO AN UNDIVIDED 17% INTEREST-
as Tenants in Common,
as Fee Owner

This report is subject to the Conditions and Stipulations set forth in
Schedule D and is dated as of July 19, 2013 at 8:00 a.m.

Inquiries concerning this report
should be directed to
COLLEEN UAHINUI.
Email cuahinui@tghawaii.com
Fax (808) 533-5870
Telephone (808) 533-5834.
Refer to Order No. 201333941.

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.

Tax Key: (3) 7-9-005-014 Area Assessed: 59.40 acres

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.

2. Mineral and water rights of any nature in favor of the State of Hawaii.
3. Any and all matters not shown in the Indices described in Schedule A.
4. Rights of native tenants as reserved in Royal Patent Grant Numbers 1574 and 1598.
5. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT

DATED : April 26, 1978

RECORDED : Liber 15006 Page 753

PARTIES : DEPARTMENT OF WATER SUPPLY, COUNTY OF HAWAII, ("Department"), AGNES PARIS SMITH, ROGER PARIS MacARTHUR, LARRY C. MacARTHUR, SUSAN OAKLAND, MARK C. SMIHT, and the ESTATE OF WILLIAM J. PARIS, SR., ("Owners")

RE : Department grants a waiver or relief pursuant to Rule 4, Section 4-1., Subsection (4) of the Rules and Regulations of the Department of Water Supply

SCHEDULE B CONTINUED

6. GRANT

TO : MARGARET ANN SCHATTAUER, wife of George A. Schattauer

DATED : March 1, 1989

RECORDED : Liber 22929 Page 107

GRANTING : non-exclusive easement for roadway and utility purposes over and across EASEMENTS C and D described therein

Said above GRANT OF EASEMENT was amended by that certain AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated November 29, 2001, recorded as Document No. 2001-201686. Said Agreement was further amended by AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated February 25, 2002, recorded as Document No. 2002-044375, and AMENDMENT TO AGREEMENT TO CANCEL PORTION OF EASEMENT AND GRANT OF NEW EASEMENTS dated June 4, 2003, recorded as Document No. 2003-127627.

-Note:- Title Guaranty of Hawaii, Inc. is unable to ascertain if the above agreements provide for a continuous easement of access and utility from the land described in Schedule C to the nearest government road.

7. GRANT

TO : FREDY BUSH, a married woman

DATED : December 6, 2007

RECORDED : Document No. 2007-212642

GRANTING : Easements D and C for utility purposes as shown on map attached thereto

SCHEDULE B CONTINUED

8. GRANT

TO : FREDY BUSH, a married woman
DATED : December 6, 2007
RECORDED : Document No. 2007-212643
GRANTING : perpetual non-exclusive easement for access and utility only over, under, across and through the following:

EASEMENT "AU-1"
FOR ACCESS AND UTILITY PURPOSES
AFFECTING LOT 1-A
IN FAVOR OF LOT 3-A, LOT A and LOT B

Being portions of Lot 1-A and Royal Patent Grant Number 1574 to Josiah Fuller. Situated along the northerly boundary of Lot 1-A and along the southerly boundary of Lot 3-A at Maihi 2nd, North Kona, Island and County of Hawaii, State of Hawaii.

Beginning at the angle in the northerly boundary of this easement, being also an angle in the northerly boundary of Lot 1-A and an angle on the southerly boundary of Lot 3-A, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 3,458.99 feet south and 3,928.84 feet east and running by azimuths measured clockwise from true South:

1. 258° 35' 131.00 feet along the middle of stonewall and along Lot 3-A to a point:

Thence, for the next three (3) courses following along the remainder of Lot 1-A:

Thence, from a tangent azimuth of 356° 41' following on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being:

2. 35° 53' 126.41 feet to a point;

3. 75° 05' 40.00 feet to a point;

SCHEDULE B CONTINUED

Thence, following on a curve to the right with a radius of 100.00 feet, the chord azimuth and distance being:

- 4. 117° 27' 53" 134.81 feet to a point;
- 5. 256° 41' 106.83 feet along the middle of stonewall and along Lot 3-A to the point of beginning and containing an area of 16,438 square feet, more or less.

- 9. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
- 10. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

END OF SCHEDULE B

SCHEDULE C

All of that certain parcel of land (being portions of the land(s) described in and covered by Royal Patent Grant Number 1574 to Josiah Fuller and Royal Patent Grant Number 1598 to William Johnson) situate, lying and being at Maihi 1st and Kuamoo 1st, District of North Kona, Island and County of Hawaii, State of Hawaii, being LOT 1-A and thus bounded and described:

Beginning at southeast corner of this parcel of land and being also the southwest corner of Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OHAU" being 10369.01 feet North and 681.35 feet east and thence running by azimuths measured clockwise from true South:

- | | | | | | |
|----|------|-----|-----|---------|---|
| 1. | 83° | 36' | 14" | 1586.78 | feet along Lot 2-A, being a portion of Grant 1598 to William Johnson; |
| 2. | 162° | 42' | 57" | 128.75 | feet along Grant 1652 to William Johnson; |
| 3. | 161° | 36' | 07" | 91.80 | feet along Grant 1652 to William Johnson; |
| 4. | 171° | 41' | 47" | 108.35 | feet along Grant 1652 to William Johnson; |
| 5. | 158° | 45' | 17" | 77.76 | feet along Grant 1652 to William Johnson; |
| 6. | 160° | 18' | 27" | 142.58 | feet along Grant 1652 to William Johnson; |
| 7. | 161° | 58' | 47" | 82.40 | feet along Grant 1652 to William Johnson; |
| 8. | 159° | 32' | 37" | 79.95 | feet along Grant 1652 to William Johnson; |
| 9. | 142° | 07' | 47" | 25.59 | feet along Grant 1652 to William Johnson; |

SCHEDULE C CONTINUED

| | | | | | |
|-----|------|-----|-----|--------|---|
| 10. | 162° | 48' | 47" | 38.84 | feet along Grant 1652 to William Johnson; |
| 11. | 170° | 28' | 37" | 61.12 | feet along Grant 1652 to William Johnson to a pipe; |
| 12. | 218° | 40' | 17" | 20.89 | feet along Grant 1652 to William Johnson; |
| 13. | 243° | 16' | 17" | 56.06 | feet along Grant 1652 to William Johnson to a pipe; |
| 14. | 214° | 43' | 17" | 91.17 | feet along Grant 1652 to William Johnson; |
| 15. | 184° | 14' | 47" | 54.50 | feet along Grant 1652 to William Johnson; |
| 16. | 163° | 07' | 47" | 49.44 | feet along Grant 1652 to William Johnson; |
| 17. | 181° | 54' | 17" | 19.04 | feet along Grant 1652 to William Johnson; |
| 18. | 137° | 00' | 47" | 21.98 | feet along Grant 1652 to William Johnson; |
| 19. | 77° | 06' | 17" | 35.51 | feet along Grant 1652 to William Johnson to a pipe; |
| 20. | 172° | 44' | 17" | 47.44 | feet along Grant 1652 to William Johnson; |
| 21. | 176° | 59' | 47" | 159.43 | feet along Grant 1652 to William Johnson; |
| 22. | 80° | 33' | 22" | 296.66 | feet along Grant 1652 to William Johnson to a pipe; |
| 23. | 164° | 29' | 17" | 160.13 | feet along Lot 3, being a portion of Grant 1574 to Josiah Fuller; |
| 24. | 172° | 23' | 17" | 100.00 | feet along Lot 4, being a portion of Grant 1574 to Josiah Fuller; |

SCHEDULE C CONTINUED

Boundary follows along middle of stonewall, same being also along Lot 3-A, being a portion of a subdivision of L.C.Aw. 7130, Ap. 2 to Kinimaka for the next thirteen (13) courses, the direct azimuths and distances between points along said middle of stonewall being:

- | | | | | | |
|-----|---|-----|-----|--------|-------|
| 25. | 262° | 23' | 17" | 323.00 | feet; |
| 26. | 263° | 28' | 17" | 26.71 | feet; |
| 27. | 253° | 00' | 17" | 118.63 | feet; |
| 28. | 264° | 36' | 17" | 83.04 | feet; |
| 29. | 256° | 41' | 17" | 123.05 | feet; |
| 30. | 258° | 35' | 17" | 158.05 | feet; |
| 31. | 264° | 08' | 17" | 43.00 | feet; |
| 32. | 257° | 49' | 17" | 178.78 | feet; |
| 33. | 263° | 53' | 17" | 99.76 | feet; |
| 34. | 263° | 31' | 17" | 170.88 | feet; |
| 35. | 258° | 46' | 17" | 57.21 | feet; |
| 36. | 264° | 15' | 17" | 254.37 | feet; |
| 37. | 256° | 30' | 17" | 139.88 | feet; |
| 38. | Thence along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson, on a curve to the right with a radius of 1355.00 feet, the chord azimuth and distance being: | | | | |

SCHEDULE C CONTINUED

- | | | | | | |
|-----|---|-----|-------|-------|--|
| | 342° | 58' | 26.5" | 39.85 | feet; |
| 39. | 253° | 48' | | 75.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 40. | Thence along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson, on a curve to the right with a radius of 1430.00 feet, the chord azimuth and distance being: | | | | |
| | 345° | 39' | 30" | 92.75 | feet; |
| 41. | 77° | 31' | | 25.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 42. | Thence along Parcel 4 of Mamalahoa Bypass Road, being portions Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson, on a curve to the right with a radius of 1405.00 feet, the chord azimuth and distance being: | | | | |
| | 348° | 10' | | 31.88 | feet; |
| 43. | 348° | 49' | | 15.84 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |

SCHEDULE C CONTINUED

| | | | | |
|-----|------|-----|--------|--|
| 44. | 258° | 49' | 25.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 45. | 348° | 49' | 175.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 46. | 258° | 49' | 10.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 47. | 348° | 49' | 495.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant to Josiah Fuller and Grant 1598 to William Johnson; |
| 48. | 78° | 49' | 40.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 49. | 348° | 49' | 45.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 50. | 258° | 49 | 40.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |

SCHEDULE C CONTINUED

| | | | | |
|-----|------|-----|--------|--|
| 51. | 348° | 49' | 585.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 52. | 78° | 49' | 15.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 53. | 348° | 49' | 50.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 54. | 78° | 49' | 45.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 55. | 348° | 49' | 75.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |
| 56. | 258° | 49' | 40.00 | feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson; |

SCHEDULE C CONTINUED

57. 348° 49' 9.50 feet along Parcel 4 of Mamalahoa Bypass Road, being portions of Grant 1574 to Josiah Fuller and Grant 1598 to William Johnson to the point of beginning and containing an area of 59.4 acres (calc.), more or less.

TOGETHER WITH an easement (60-foot wide) for road and utility purposes over and across the following:

EASEMENT "A"

Situated on the south side of St. Paul (Public) Road about 2700 feet west of Mamalahoa Highway at Maihi 1st and 2nd, North Kona, Hawaii, Hawaii

Being a portion of L. C. Aw. 7130, Apana 2 to Kinimaka and a portion of Grant 1182 to Josiah Fuller

Beginning at a pipe in wall at the northeast corner of this easement on the south side of St. Paul (public) Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KEAUHOU COAST" being 2,965.03 feet south and 10,085.14 feet east and running by azimuths measured clockwise from true South:

| | | | | | |
|----|------|-----|-----|--------|---|
| 1. | 20° | 07' | 00" | 629.63 | feet along the remainders of L. C. Aw. 7130, Apana 2 to Kinimaka and Grant 1182 to Josiah Fuller; |
| 2. | 97° | 23' | 16" | 61.51 | feet along Grant 1598 to William Johnson; |
| 3. | 200° | 07' | 00" | 652.54 | feet along the remainders of Grant 1182 to Josiah Fuller and L. C. Aw. 7130, Apana 2 to Kinimaka; |

SCHEDULE C CONTINUED

4. 299° 00' 00" 60.73 feet along stonewall along the south side of St. Paul (public) Road to the point of beginning and containing an area of 0.8831 acre, more or less.

-Note:- The above described Easement "A" does not provide contiguous access and utility easement to Lot 1-A described above.

Said above described parcel of land having been acquired as follows:

1. By WILLIAM J. PARIS, JR., Trustee under that certain unrecorded Revocable Trust of William J. Paris, Jr. dated December 16, 1998, as amended, a memorandum of which is recorded as Document No. 2004-241534, as to an undivided 25% interest, and WILMA JANE PARIS, Trustee under that certain unrecorded Revocable Trust of Wilma Jane Paris dated January 12, 1989, as amended and restated, as to an undivided 25% interest, as Tenants in Common, by TRUSTEE'S LIMITED WARRANTY DEED of WILLIAM J. PARIS, JR., Trustee under that certain unrecorded Revocable Trust of William J. Paris, Jr. dated December 16, 1998, as amended, and WILMA JANE PARIS, Trustee under that certain unrecorded Revocable Trust of Wilma Jane Paris dated January 12, 1989, as amended and restated, dated December 28, 2012, recorded as Document No. A-47550435; and
2. By GEORGE A. SCHATTAUER, JR., husband of Toni W. Schattauer, as to an undivided 11% interest; GEORGE A. SCHATTAUER, JR. and ALAYNA P. GOMES, Co-Trustees under that certain unrecorded Irrevocable Trust of Margaret A. Schattauer dated December 27, 2012, as to an undivided 22% interest; and GEORGE A. SCHATTAUER, JR. and ALAYNA P. GOMES, Co-Trustees under that certain unrecorded Irrevocable Education Trust of Margaret A. Schattauer dated December 27, 2012, as to an undivided 17% interest; by TRUSTEE'S LIMITED WARRANTY DEED of MARGARET A. SCHATTAUER, Trustee under that certain unrecorded Revocable Trust of Margaret A. Schattauer dated June 27, 1989, as amended, dated December 27, 2012, recorded as Document No. A-48040554.

END OF SCHEDULE C

GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

SCHEDULE D

CONDITIONS AND STIPULATIONS

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually know to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the greater of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.

DATE PRINTED: 7/25/2013

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

NAME OF OWNER: SCHATTAUER, MARGARET A TTEE
LEASED TO :

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(3) 7 9 005 014 0000

CLASS: AGRICULTURAL AREA ASSESSED: 59.400 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2013

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

| | | | |
|-----------------|----|--------|------------------------|
| BUILDING | \$ | 0 | |
| EXEMPTION | \$ | 0 | |
| NET VALUE | \$ | 0 | |
| LAND | \$ | 24,900 | AGRICULTURAL USE VALUE |
| EXEMPTION | \$ | 0 | |
| NET VALUE | \$ | 24,900 | |
| TOTAL NET VALUE | \$ | 24,900 | |

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 7/01/2013

| Tax Year | Installment | Tax Amount | Penalty Amount | Interest Amount | Other Amount | Total Amount | |
|----------|-------------|------------|----------------|-----------------|--------------|--------------|---------|
| 2013 | 2 | 115.16 | | | | 115.16 | PENDING |
| 2013 | 1 | 115.17 | | | | 115.17 | PENDING |
| 2012 | 2 | 103.96 | | | | 103.96 | PAID |
| 2012 | 1 | 103.96 | | | | 103.96 | PAID |
| 2011 | 2 | 103.96 | | | | 103.96 | PAID |
| 2011 | 1 | 103.96 | | | | 103.96 | PAID |

Total Amount Due: 230.33

Penalty and Interest Computed to: 7/01/2013

Exhibit B

Checklist for Legacy Land Conservation Program (LLCP) Projects

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

- Title report review. A current title report of the Property must be submitted to and reviewed through the Department of Land and Natural Resources, Land Division ("LD").
- Appraisal certification. AWARDEE shall first supply LD a current title report, then contact LD regarding certification requirements prior to issuing appraisal instructions for a new appraisal or ordering an update of a pre-existing appraisal. An appraisal of the Property must be done and submitted to the LLCP and the Awardee must produce an independent review report using specific instructions from LLCP and LD, with final approval by the Chairperson of the Board of Land and Natural Resources.
- Matching funds and project accounting. Evidence of matching funds, as required by law, must be provided to LLCP. AWARDEE must provide an accounting of all LLCP grant funds to be expended, evidenced by supporting documentation.
- Escrow. Funds that are to be used for the purchase of property will be deposited directly into escrow by LLCP. AWARDEE must provide a copy of the escrow instructions, the account number, and a tentative buyer's statement to the LLCP.
- Title insurance. AWARDEE must obtain title insurance in the full amount of the purchase price, insuring that the title to the Property is vested in the AWARDEE.
- Environmental inspection. AWARDEE must conduct an environmental inspection to determine whether there is any environmental contamination or potential for contamination on the property. One or more Environmental Site Assessment(s) (ESA) may be required by STATE. If an environmental condition is found, a Phase II and appropriate remediation (at the cost of awardee) will be required prior to disbursement of funds. AWARDEE must complete the form supplied by the LLCP and return to the LLCP before funds may be disbursed.
- Chapter 343, HRS, compliance. An Environmental Assessment and/or Cultural Assessment as may be required by law.
- Resource value documentation. AWARDEE shall submit a written statement and photographs that reflect the current status and condition of the resources for which the land is to be protected. The statement shall be certified by AWARDEE and the photographs shall be taken from identifiable locations on the Property.
- Purchase and Sale Agreement. AWARDEE shall submit a copy of the purchase and sale agreement in final draft form.
- Deed. AWARDEE shall submit a copy of the proposed deed prior to execution of the deed for review and approval by STATE. The purchase price of the property must be included in the deed.

MOHALA HOU FOUNDATION

I, Thomas A. Lunneberg, President of Mohala Hou Foundation, a tax-exempt 501(c)(3) nonprofit organization, hereinafter referred to as the "Corporation", do hereby certify that the following is a full, true, and correct copy of Article 4, Section 6 of the Mohala Hou Foundation bylaws, and that said section has not been modified, amended, or rescinded and continues in force and effect:

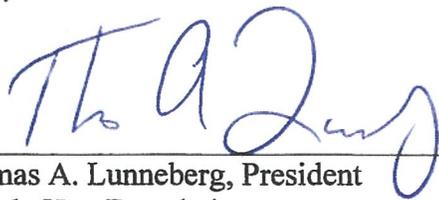
"Section 6. Duties of President

The president shall be the chief executive officer of the corporation and shall, subject to the control of the board of directors, supervise and control the affairs of the corporation and the activities of the officers. He or she shall perform all duties incident to his or her office and such other duties as may be required by law, by the articles of incorporation, or by these bylaws, or which may be prescribed from time to time by the board of directors. Unless another person is specifically appointed as chairperson of the board of directors, the president shall preside at all meetings of the board of directors. Except as otherwise expressly provided by law, by the articles of incorporation, or by these bylaws, he or she shall, in the name of the corporation, execute such deeds, mortgages, bonds, contracts, checks, or other instruments which may from time to time be authorized by the board of directors."

My name and address is as follows:

Thomas A. Lunneberg
President
Mohala Hou Foundation
7220 Mimosa Drive
Carlsbad, CA 92011
(760) 805-3230
tom@mohalahou.org

IN WITNESS WHEREOF, I have hereunto set my hand the 12th day of November, 2014.



Thomas A. Lunneberg, President
Mohala Hou Foundation



STATE OF HAWAII
STATE PROCUREMENT OFFICE

CERTIFICATE OF VENDOR COMPLIANCE

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

Vendor Name: **MOHALA HOU FOUNDATION**

DBA/Trade Name: **ALOHA MUSIC CAMP, MALAMA KO ALOHA**

Issue Date: **11/12/2014**

Status: **Compliant**

Hawaii Tax#: w88114132-01
FEIN/SSN#: XX-XXX3866
UI#: No record
DCCA FILE#: 216862

Status of Compliance for this Vendor on issue date:

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

Status Legend:

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

September 16, 2015

Attn: Mr. David Penn & Ms. Irene Sprecher, Interim Coordinators
Legacy Land Conservation Program
Department of Land and Natural Resources
1151 Punchbowl Street, Room 325
Honolulu, Hawai'i 96813

Re: Kumao'o – Amendment to Grant Agreement

Aloha Mr. Penn and Ms. Sprecher:

The Mohala Hou Foundation (MHF) requests the following amendments to its Grant Agreement dated December 29, 2014: (1) substituting Aloha Kuamo'o 'Āina (AKA) as the Grantee, and (2) amending the sources of \$1 million of matching funds. These items are explained in more detail below.

(1) Substituting Aloha Kuamo'o 'Āina as Grantee.

In its Legacy Land Conservation Program application, MHF disclosed (see response to question I.3) that MHF was formed initially as a platform for music and art and that the Beamer 'Ohana was planning to form a separate non-profit entity to hold and manage the land. The application stated that the Beamers were working with The Kohala Center to form the new non-profit and secure its tax exempt 501(c)(3) status from the IRS.

With the help of The Kohala Center, the Beamers formed Aloha Kuamo'o 'Āina (AKA), a Hawai'i non-profit corporation. AKA is intended to be a center for cultural and ecological peace. Its mission is to promote aloha 'āina as consistent with the mo'olelo (stories) and values of Kuamo'o to achieve justice and peace for Hawai'i's people, environment, and the world. The back-bone of AKA is the practice of Aloha 'Āina, Ho'i I ke Kumu, and Mālama Kō Aloha.

- Aloha 'Āina – Restoring cultural, historical, and ecological integrity of the Kuamo'o landscape.
- Ho'i i ke Kumu – Reconnecting keiki, kupuna, and displaced families to the mo'olelo, wahi pana (celebrated places), and values of Kuamo'o through music, health, and lived experience.
- Mālama i Kō Aloha – Sharing the values of aloha as practiced in Hawai'i's indigenous culture and expressed through our islands multiethnic diversity and cultural richness to promote peace and justice in our world.

In consultation with neighboring landowners, and the community, AKA's vision for the future is a restored Kuamo'o landscape that links a vibrant local community aligned with an international community of those dedicated to cultural and ecological peace and justice. AKA will develop a land management plan for the property that will: (a) provide the public, Native Hawaiian, and students with managed access to the land and

contextual and interpretative educational opportunities, (b) restore native coastal vegetation, (c) revive agricultural practices, and (d) explore building a cultural learning center on a portion of the property.

The Battle of Kuamo‘o was a critical turning point that led to overarching changes in Hawaiian society and political power. AKA strongly believes that this ‘āina – with its painful history of conflict alongside Chiefess Manano’s legacy of mālama kō aloha (keep your love) – should be a center for peace and reconciliation. Kuamo‘o will be a catalyst for meaningful learning and place based education integrating Native Hawaiian and indigenous cultures in modern life.

AKA recently received its 501(c)(3) determination letter from the IRS, which is enclosed. AKA’s Articles of Incorporation and By Laws, and State GET exemption are also enclosed. AKA’s board of directors include myself (Keola Beamer), Dr. Kamanamaikalani Beamer (Executive Director of The Kohala Center and former professor of Hawaiian studies in the Hui ‘Āina Momona program at the University of Hawai‘i at Mānoa), and Neil Hannahs (Kamehameha Schools, Director of Land Assets Division). President/ED? AKA’s Federal Tax Identification number is 46-4864386. AKA’s State Tax Identification Number is W36616802 01.

MHF requests that, consistent with its application, AKA be substituted as the Grantee.

Please let me know if you have any further questions or require further documentation.

Very truly yours,



Thomas A. Lunneberg
President, Mohala Hou Foundation

Encls.

IRS 501(c)(3) determination letter
AKA Articles of Incorporation
AKA By-Laws
AKA State GET Tax Exemption

INTERNAL REVENUE SERVICE

P. O. BOX 2508

CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date:

AUG 10 2015

ALOHA KUAMO O AINA
1695 AINAKEA RD
LAHAENA, HI 96761

Employer Identification Number:

46-4864386

DLN:

17053195316015

Contact Person:

REGINA M PARKER

ID# 31274

Contact Telephone Number:

(877) 829-5500

Accounting Period Ending:

December 31

Public Charity Status:

170(b)(1)(A)(vi)

Form 990 Required:

Yes

Effective Date of Exemption:

February 7, 2014

Contribution Deductibility:

Yes

Addendum Applies:

No

Dear Applicant:

We are pleased to inform you that upon review of your application for tax exempt status we have determined that you are exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code. Contributions to you are deductible under section 170 of the Code. You are also qualified to receive tax deductible bequests, devises, transfers or gifts under section 2055, 2106 or 2522 of the Code. Because this letter could help resolve any questions regarding your exempt status, you should keep it in your permanent records.

Organizations exempt under section 501(c)(3) of the Code are further classified as either public charities or private foundations. We determined that you are a public charity under the Code section(s) listed in the heading of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

STATE OF HAWAI'I
Department of Commerce and Consumer Affairs
Business Registration Division

In the matter of the Incorporation)
)
 Of)
)
 ALOHA KUAMO'O 'ĀINA)
 _____)

ARTICLES OF INCORPORATION

OF

ALOHA KUAMO'O 'ĀINA

FILED 02/07/2014 03:20 PM
Business Registration Division
DEPT. OF COMMERCE AND
CONSUMER AFFAIRS
State of Hawaii 

ALSTON HUNT FLOYD & ING
Attorneys at Law
1001 Bishop Street, Suite 1800
Honolulu, Hawai'i 96813
Telephone: (808) 524-1800

**ARTICLES OF INCORPORATION
OF
ALOHA KUAMO`O `ĀINA**

The undersigned, desiring to form a nonprofit corporation under the law of the State of Hawaii, does hereby execute the following Articles of Incorporation:

**Article I
NAME**

The name of the Corporation shall be: Aloha Kuamo`o `Āina.

**Article II
ADDRESS**

The mailing address of the corporation's initial principal office is: P. O. Box 6546, Kamuela, Hawaii 96743.

**Article III
REGISTERED AGENT**

The name of the Corporation's registered agent in the State of Hawaii is: Kamanamaikalani Beamer, Ph.D.

The street address of the place of business of the person in the State of Hawaii to which service of process and other notice and documents being served on or sent to the entity represented by it may be delivered to is: 64-5076 Hale Alii Street, Kamuela, Hawaii 96743.

**Article IV
INCORPORATOR**

The name and address of the incorporator is:

| <u>Name</u> | <u>Address</u> |
|-------------------------------|---|
| Kamanamaikalani Beamer, Ph.D. | 64-5076 Hale Alii Street Kamuela, Hawaii 96743 |

**Article V
MEMBERS**

The Corporation shall have no members.

Article VI
PURPOSE OF CORPORATION

This Corporation shall be a nonprofit corporation within the meaning of Chapter 414D of the Hawaii Revised Statutes.

This corporation is organized exclusively for charitable, religious, educational and/or scientific purposes, including for each such purpose, the making of distributions to organizations that qualify as tax exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office. Notwithstanding any other provision of these Articles, the Corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from Federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law) or (b) by a corporation contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code of 1986 (or the corresponding provision of any future United States Internal Revenue Law).

The corporation is nonprofit in nature and shall not authorize or issue shares of stock. No part of the Corporation's assets, income or earnings shall inure to the benefit of, or be distributed to, any member, director, officer, employee, trustee or any private individual, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered to or for the Corporation effecting one or more of its objects and purposes, for reimbursement of expenses incurred in behalf of the Corporation and to make payments and distributions in furtherance of the purposes set forth in these Articles. No director, officer or employee of the Corporation, or any private individual, shall be entitled to share in the distribution of any of the Corporation's assets on dissolution of the Corporation.

The mission of the corporation shall be to promote aloha `āina – ecological and social justice – as consistent with the mo`olelo and values of Kuamo`o to achieve justice and peace for Hawaii's people, environment, and the world.

Article VII
INITIAL DIRECTORS

Management of the business and affairs of the Corporation is vested in a Board of Directors. The number of Directors and the method of their appointment shall be determined by the Bylaws of the Corporation, and shall be subject to change from time to time by amendment of the Bylaws; provided, however that the number of Directors shall never be less than three (3).



DEPARTMENT OF TAXATION

REGISTRATION CERTIFICATE FOR PERSONS GRANTED EXEMPTION FROM GENERAL EXCISE TAXES UNDER SECTION 237-23, HAWAII REVISED STATUTES

Conditional Approval Expires: July 23, 2016

DATE ISSUED: July 24, 2015

EFFECTIVE DATE: July 10, 2015

HAWAII TAX I.D. No.: W36616802 01

ALOHA KUAMO'O 'AINA

This certificate is permanent evidence of your registration under section 237-23, Hawaii Revised Statutes.

If there is a material change in the facts as set forth in your application for exemption, you must notify the Department of Taxation in writing so we can consider the effect of the change on your exempt status. Also, you must notify the Department of Taxation in writing of all changes in your name or address, and of cancellation of your registration.

The exemption has been granted as of the effective date shown above. If your organization received certain types of income prior to this date, it may be subject to the general excise tax.

The exemption does not apply to any general excise tax (which includes the county surcharge) visibly passed on to the organization on any purchases made by the organization. Also, you must obtain a general excise license and pay the taxes owing from the conduct of any fundraising activities. For example, sales of sweet bread and chicken, and tickets for car washes and carnivals would be taxable.

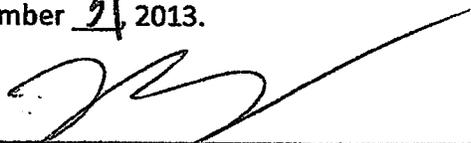
Maria E. Zielinski

MARIA E. ZIELINSKI
DIRECTOR OF TAXATION

CERTIFICATION
BY SECRETARY OF
ALOHA KUAMO`O `ĀINA

I HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the above-named corporation and that the attached Bylaws is a true and correct copy of the Bylaws of the said corporation, duly adopted by said corporation and are currently effective.

Dated: Honolulu, Hawaii, December 31, 2013.



Secretary

EXHIBIT A

NAMES AND ADDRESSES OF DIRECTORS

| <u>Name</u> | <u>Address</u> |
|-------------------------------|---|
| Kamanamaikalani Beamer, Ph.D. | 64-5076 Hale Alii Street Kamuela, Hawaii 96743 |
| Keola Beamer | 1695 Ainakea Road Lahaina, Hawaii 96761 |
| Neil Hannahs | 567 S. King Street, Suite 200 Honolulu, Hawaii 96813 |

to receive notice, (3) if by posting on an electronic network together with separate notice to the Director of the specific posting, upon the later of the posting and the giving of the separate notice; and (4) by any other form of electronic transmission, when directed to the Director. Any Director may waive any notice required to be given under these Bylaws.

12.5 Unauthorized Acts. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. Notwithstanding any other provision of these Articles herein, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

law or government regulation; causes the diversion of any part of the Corporation for the purposes other than those authorized herein; deprives any eligible beneficiary of benefits; or causes the Corporation to lose its tax exempt status under State and Federal laws.

ARTICLE 11

Dissolution

11.1 Dissolution. Upon the dissolution or winding up of the Corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax-exempt status under Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 12

Miscellaneous

12.1 Legal Standing. If any part of these Bylaws is illegal or invalid, such illegality or invalidity shall not affect the remaining parts of these Bylaws, unless such illegality or invalidity prevents the Board of Directors from accomplishing the purposes of the Corporation. If any illegality or invalidity exists, the Board of Directors shall immediately make the necessary amendments to eliminate the illegality or invalidity, and shall promulgate a new legal provision as similar as possible to the illegal or invalid provision, keeping the intent, as close as possible, to the illegal or invalid provision.

12.2 Tax Exempt Status. If any provision of these Bylaws is held for any reason to render income received by the Corporation non-exempt from taxation, the Board of Directors shall immediately take steps to remedy such non-exemption.

12.3 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December.

12.4 Notices. Whenever, under the provisions of these Bylaws, notice is required to be given to any Director, it shall not be construed to mean personal notice, but unless otherwise specified in the Articles or these Bylaws, the notice shall be given (a) in writing, by United States first class mail, by depositing the same in a post office letter box, postage prepaid, addressed to each Director at such address as appears in the records of the Corporation, or (b) in a form of electronic transmission consented to by the Director to whom it is to be given. Notice shall be deemed to be given (1) if mailed at the time it is mailed, (2) if by electronic mail, when directed to the electronic mail address at which the Director consented

under subsections (1) or (2); or (4) the court in which the proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application is opposed by the Corporation.

e. Advance Reimbursement. Expenses incurred by any agent in defending any proceeding may be paid by the Corporation in advance of the final disposition of the proceeding upon: (1) receipt of a written affirmation of the person's good faith belief that he or she has met the applicable standard of conduct under paragraph (b) of this Section; (2) receipt of a written undertaking, as described in HRS § 414D-162, by or on behalf of the person to repay such amount if it shall ultimately be determined that the person did not meet the applicable standard of conduct; and (3) the Corporation's making a determination that the facts then known would not preclude indemnification.

f. Non-Exclusive. The indemnification provided by this Article is not exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the disinterested Directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs and personal representatives of such a person.

9.2 Insurance. The Board of Directors may authorize the purchase of insurance on behalf of any Director, officer, employee or other agent against any liability asserted against or incurred by him which arises out of such person's status as a Director, officer, employee, or agent or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

9.3 Personal Tax Liability. However, in no case, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code.

9.4 Severability. If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

ARTICLE 10 Amendment to Bylaws

10.1 Amendment by Majority Vote. The Bylaws of the Corporation may from time to time be repealed, amended or altered, or new Bylaws may be adopted, subject to repeal or change by a majority vote of the Board of Directors.

10.2 Limitation on Amendment. Anything herein to the contrary notwithstanding, these Bylaws shall not be amended in any manner which: alters the basic purpose of this Corporation as set forth herein and in the Articles of Incorporation; conflicts with any applicable

ARTICLE 9
Indemnification of Officers, Directors, Employees and Agents

9.1 Indemnification.

(a) **Mandatory Indemnification.** The Corporation shall indemnify any Director or officer of the Corporation who was or is a party to any completed action, by reason of the fact that the person is or was a Director or officer of the Corporation, against expenses (including attorney's fees) actually and reasonably incurred in connection with the defense of such action, where the Director or officer was wholly successful, on the merits or otherwise.

(b) **Authority to Indemnify.** The Corporation shall have power to indemnify any person who was or is a party to any threatened, pending or completed action, by reason of the fact that the person is or was an agent of the Corporation (including Directors, officers, employees, and other agents), against expenses (including reasonable attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action, if the person acted in good faith, in a manner the person reasonably believed to be in the Corporation's best interest (in the case of conduct in an official capacity) or which at minimum did not oppose the Corporation's best interests (in the case of conduct not in an official capacity), and if, in a criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful.

(c) **No indemnification.** No indemnification shall be made where the Director or officer has been determined to be liable, either in connection with a proceeding by or in the right of the Corporation, or in connection with any other proceeding (whether or not involving action in an official capacity) in which the Director or officer was found liable on the basis of the Director or officer's improper receipt of a personal benefit; provided, however, that indemnification will be allowed to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity.

(d) **Process for Indemnification.** Any indemnification under paragraph (b) of this Section shall be made by the Corporation only as authorized in the specific case and upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in paragraph (b). The determination shall be made by: (1) the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the proceeding; or (2) majority vote of a committee duly designated by the Board consisting of two or more Directors not at the time parties of the proceeding, if a quorum is not obtainable; or (3) independent legal counsel selected (i) by either the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the proceeding; or by a majority vote of a committee duly designated by the Board consisting of two or more Directors who are not at the time parties of the proceeding, if a quorum of the Board is not obtainable; or (ii) by a majority vote of the full Board (in which directors who are not parties may participate) if a quorum of the Board cannot be obtained

required to be given by law, these Bylaws, or by the Board of Directors. The Treasurer shall perform all other duties assigned to him by the President or the Board of Directors.

7.10 Absence of Officers. In the absence or disability of the President and Vice President or Vice President(s), if more than one, the duties of the President shall be performed by such persons as may be designated for such purpose by the Board of Directors. In the absence or disability of the Secretary and of the Assistant Secretary or Assistant Secretaries, if more than one, or of the Treasurer and the Assistant Treasurer or Assistant Treasurers, if more than one, the duties of the Secretary or of the Treasurer, as the case may be, shall be performed by such person or persons as may be designated for such purpose by the Board of Directors.

ARTICLE 8

Corporate Records and Reports

8.1 Records. The Corporation shall maintain adequate and correct accounts, books and records of its business and properties and minutes of the proceedings of its Board of Directors. These records shall include all records of actions taken by the Board of Directors and its committees, accounting records, articles of incorporation and amendments, bylaws and amendments, written financial statements, a list of the names and business or home addresses of its current directors and officers, and the most recent annual report delivered to the Department of Commerce and Consumer Affairs. All of such books, records and accounts shall be kept at its principal place of business in the State of Hawaii as fixed by the Board of Directors from time to time.

8.2 Signing of Checks. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

8.3 Execution of Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

8.4 Facsimile Signature. The Board of Directors may from time to time by resolution provide for the execution of any corporate instrument or document by a mechanical device or machine, or by use of facsimile signatures, under such terms as shall be set forth in the resolution of the Board of Directors.

8.5 Annual Reports. The Board of Directors shall cause an annual report to be delivered to the Director of the Department of Commerce and Consumer Affairs for filing as required by law.

7.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office. Any officer elected by the Board of Directors to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

7.6 President. The President is the principal executive officer of the Corporation, shall preside at all meetings of the Board of Directors, and shall perform such other duties and have such other powers as the Board of Directors may prescribe. Subject to the directions and control of the Board of Directors, the President shall: (a) be in charge of the principal office of the Corporation; (b) have the general management, supervision and control of all of the property, business and affairs of the Corporation, and prescribe the duties of the managers of all branch offices (if any), and exercise such other powers as the Board may from time to time confer upon him or her; (c) appoint heads of departments, and generally control the engagement, government and discharge of all employees of the Corporation, and fix their duties and compensation. The President shall at all times keep the Board of Directors fully advised as to all of the Corporation's business. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of President of a corporation.

7.7 Vice President. In the absence or disability of the President or whenever the office of President is vacant, the Vice President shall, perform the duties and exercise the powers of the President at the discretion of the Board of Directors, and shall perform such other duties as the Board of Directors shall prescribe.

7.8 Secretary. The Secretary shall keep, or cause to be kept, at the Corporation's principal office (a) a book of minutes of all meetings of Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the meeting notices given, the names of those present and the proceedings thereof; (b) a copy of the Articles of Incorporation and Bylaws; and (c) a record of the Corporation's Directors, showing each Director's name and address. The Secretary shall give, or cause to be given, notice of all of the meetings of the Board of Directors required by the Bylaws or by law in conformity with these Bylaws. In the absence of the President and the Vice Presidents, the Secretary shall preside until a Chairman pro tempore is chosen. The Secretary shall have such other powers and perform such other duties as may be prescribed by the President, the Board of Directors or these Bylaws.

7.9 Treasurer. The Treasurer shall be the chief financial and accounting officer of the Corporation. The Treasurer shall: (a) have custody of all the funds, notes, bonds and other evidences of property of the Corporation; (b) be responsible for keeping all the books and accounts of the Corporation; (c) render statements thereof in such form and as often as required by the Board of Directors; and (d) receive and keep all the funds of the Corporation, and pay them out only on the check of the Corporation, signed in the manner authorized by the Board of Directors. The Treasurer shall cause to be kept a book or books setting forth a true record of receipts and expenditures, assets and liabilities, losses and gains of the Corporation and shall send or cause to be given to the Directors such financial statements and reports as

authorizing the sale, lease, exchange or mortgage of any of the property and assets of the Corporation; (5) authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; (6) adopting a plan for the distribution of the assets of the Corporation; or (7) amending, altering, or repealing any resolution of the Board of Directors. Each committee of the Board shall comprise at least two (2) Directors.

6.2 Advisory Committees. By resolution adopted by a majority of the Directors in office, the Board of Directors may designate and appoint one or more advisory committees and appoint interested persons (including but not limited to members of the Board of Directors) to serve on those advisory committees. At least one (1) Director shall be appointed to each advisory committee. No advisory committee shall have the power to exercise the authority of the Board of Directors.

ARTICLE 7

Officers

7.1 Designation. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other subordinate officers with such duties as the Board of Directors may from time to time designate. One person may hold more than one office. The Board of Directors may appoint acting or temporary officers and may appoint officers to fill vacancies occurring for any reason whatsoever, and may limit or enlarge the duties and powers of any officer appointed by it. The initial officers shall be:

Kamanamaikalani Beamer, Ph.D. President/Secretary/Treasurer

7.2 Qualification and Election. The officers shall be elected by the Board of Directors at their first regular meeting of the fiscal year, and at such other times as the Directors may from time to time determine. The term of each officer shall be one (1) year. All officers shall continue to hold office even after the expiration of their terms until their resignation, removal, death, or appointment of their successor.

7.3 Compensation. All officers shall serve without compensation for their service in office. Officers may receive reimbursement for necessary expenses required in the discharge of their duties. Such expenses shall be authorized and approved prior to actual expenditure by the Board of Directors.

7.4 Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the Directors at any regular or special meeting of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

- b. indemnification;
- c. Amendment of the Corporation's Articles of Incorporation;
- d. A plan of merger; or
- e. The sale or mortgage of all or substantially all of the Corporation's assets;
- f. The dissolution of the Corporation.

5.6 The required notice may be waived by: (1) a written waiver signed by the Director entitled to notice and filed with the Corporation's minutes; or (2) by the Director's attendance at or participation in a meeting waives any required notice, unless the Director at the beginning of the meeting or prior to the vote on a matter objects to lack of notice.

5.7 Unanimous Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, provided all members unanimously consent in writing. Such unanimous consent shall have the same force and effect as a meeting vote, and may be described as such in any document executed by or on behalf of the Corporation.

5.8 Meeting by Telephone or Other Electronic Means. Members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of conference telephone or any means of communication by which all persons participating may simultaneously hear each other during the meeting.

5.9 Quorum and Vote. A majority of the Directors in office immediately before a meeting begins (present either in person or by means of a telephone or other electronic means) shall be necessary to constitute a quorum for the transaction of business. The action of a majority of the Directors present at any meeting at which there is a quorum is valid as a corporate act.

5.10 Compensation. Directors and members of all committees shall receive no compensation for their services as directors or committee members, but by resolution of the Board of Directors, may be reimbursed for actual expenses incurred while acting on behalf of the Corporation.

ARTICLE 6

Committees

6.1 Committees of the Board. By resolution adopted by a majority of the Directors in office, the Board of Directors may designate and appoint one or more committees of the Board and appoint members of the Board of Directors to serve on them. To the extent provided in the resolution, such committees shall have and exercise all the authority of the Board of Directors, except that no such committee shall have the authority of the Board of Directors in reference to (1) amending altering or repealing the Bylaws; (2) electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; (3) amending the Articles of Incorporation, or restating the Articles of Incorporation; (4)

- (8) Promulgate rules and regulations and exercise all other powers necessary to effectuate the purpose of the Corporation.

4.3 Tenure of Office. The initial Directors of the Corporation shall each serve for initial terms as specified in Exhibit A. Thereafter, directors shall each serve for a term of three (3) years and may be elected to successive terms. Directors shall continue to hold office even after the expiration of their terms until their resignation, removal, death, or appointment of their successor.

4.4 Vacancies. Any vacancy caused by the resignation, removal, or death of any Director may be filled by a majority of the remaining Directors then in office, even if less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his term of office

4.5 Removal of Directors. Any individual Director may be removed from office with or without cause by a vote of two-thirds of the directors then in office, subject to the applicable notice requirements.

ARTICLE 5

Meeting of Directors

5.1 Annual Meeting. An annual meeting of the Board of Directors shall be held each year at such place as the Board of Directors shall determine, at which meeting the Directors shall elect Directors, consider reports of the affairs of the Corporation, and transact such other business as may properly be brought before the meeting.

5.2 Regular Meetings. The Board of Directors may establish regular meetings to be held in such places and at such times as it may from time to time determine.

5.3 Special Meetings. Special meetings of the Board of Directors for any purpose shall be called at any time by the President or by at least a majority of Directors.

5.4 Place of Meetings. Meetings of the Board of Directors shall be held at the principal office of the Corporation in the State of Hawaii or such other place as designated for meetings of the Board of Directors from time to time by resolution of the Board of Directors or written consent of all of the members of the Board of Directors.

5.5 Notice of Meetings. Notice of any meeting of the Board of Directors shall be given in any manner permitted by section 414D-145, Hawaii Revised Statutes, as the same may be amended, and which currently requires at least two days' notice to each Director of the date, time, and place of the meeting, except that notice need not be given for a Regular Meeting that has been scheduled in advance. Notwithstanding the foregoing, seven days' notice must be given before a vote to approve matters concerning:

- a. A Director's conflict of interest;

ARTICLE 4
Directors

4.1 **Number of Directors.** The authorized number of Directors shall be increased or decreased by resolution of the Board of Directors, but shall not be less than three (3). The names and addresses of the initial Directors are set forth on Exhibit A.

4.2 **Powers of Directors.** Subject to the limitation of law, or the Articles of Incorporation and of these Bylaws, all corporate powers shall be exercised by or under authority of, and the business and affairs of this Corporation shall be controlled by a Board of Directors. The Board of Directors shall exercise all powers permitted under the Hawaii Nonprofit Corporations Act (Haw. Rev. Stat., Chapter 414D, as amended). This shall include the authority to:

- (1) Receive, collect, hold, invest, and disburse all money payable to or by the Corporation.
- (2) Deposit any money of the Corporation in such financial institutions selected by the Board of Directors.
- (3) Pay or lend out of the Corporation, sums of money necessary to effectuate the purposes of the Corporation, administer the Corporation, and for costs incurred in establishing the Corporation.
- (4) Effect loans, advances or other forms of credit at any time for the Corporation from such banks, trust companies, institutions, corporations, firms, government entities, and assign transfer, endorse and deliver, accounts receivable and other commercial paper and evidences of debt at any time held by the Corporation; and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the Corporation on such terms, as such agents shall deem proper.
- (5) Appoint or employ persons, or enter into contracts to provide services to the Corporation, as it deems necessary to assist the Corporation, and pay for such services. The terms and conditions of any such appointment, employment or contract shall be at the discretion of the Board of Directors.
- (6) Establish an administrative office and secure real or personal property for the administration of the Corporation.
- (7) Determine and establish types of educational and charitable programs to be conducted.

BYLAWS
OF
ALOHA KUAMO`O `ĀINA

ARTICLE 1
Name

- 1.1 **Name.** The name of the corporation is Aloha Kuamo`o `Āina (the "Corporation").

ARTICLE 2
Purposes

2.1 **Purposes.** The Corporation is a nonprofit corporation within the meaning of Chapter 414D of the Hawaii Revised Statutes. The Corporation is organized for the following specific purposes and powers:

(a) to provide promote aloha `āina – ecological and social justice – as consistent with the mo`olelo and values of Kuamo`o to achieve justice and peace for Hawaii's people, environment, and the world; and

(b) to exercise all the powers enumerated in Section 414D-52 of the Hawaii Nonprofit Corporations Act (the "Act"); provided, however, that

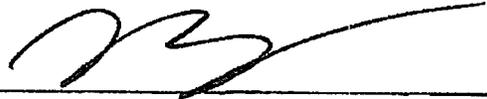
The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States federal tax laws (the "Code"). Notwithstanding any other provision of these Bylaws, the Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as a corporation that is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code.

ARTICLE 3
Members

- 3.1 **Members.** The Corporation shall have no members.

The undersigned certifies under the penalties of Section 414D-12, Hawaii Revised Statutes, that she has read the above statements and that the same are true and correct.

Signed this 31 day of December, 2013.



Kamanamaikalani Beamer, Ph.D.

Incorporator

The following persons shall act as the initial Directors of the Corporation until their successors are duly elected or appointed as provided for in the Bylaws. The name and address of each initial Director is:

| <u>Name</u> | <u>Address</u> |
|-------------------------------|---|
| Kamanamalkalani Beamer, Ph.D. | 64-5076 Hale Alii Street Kamuela, Hawaii 96743 |
| Keola Beamer | 1695 Ainakea Road Lahaina, Hawaii 96761 |
| Neil Hannahs | 567 S. King Street, Suite 200 Honolulu, Hawaii 96813 |

Article VIII
ADOPTION OF BYLAWS

The initial Bylaws of the Corporation shall be adopted by the Board of Directors, and the power to alter, amend or repeal the Bylaws or adopt new Bylaws shall be vested in the Board of Directors.

Article IX
DISSOLUTION

Upon the dissolution or winding up of the Corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax-exempt status under Section 501(c)(3) of the Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

The undersigned certifies under the penalties of Section 414D-12, Hawaii Revised Statutes, that she has read the above statements and that the same are true and correct.

Signed this 31 day of December, 2013.



Kamanamaikalani Beamer, Ph.D.

Incorporator

BYLAWS
OF
ALOHA KUAMO`O `ĀINA

ARTICLE 1
Name

- 1.1 **Name.** The name of the corporation is Aloha Kuamo`o `Āina (the "Corporation").

ARTICLE 2
Purposes

2.1 **Purposes.** The Corporation is a nonprofit corporation within the meaning of Chapter 414D of the Hawaii Revised Statutes. The Corporation is organized for the following specific purposes and powers:

(a) to provide promote aloha `āina – ecological and social justice – as consistent with the mo`olelo and values of Kuamo`o to achieve justice and peace for Hawaii's people, environment, and the world; and

(b) to exercise all the powers enumerated in Section 414D-52 of the Hawaii Nonprofit Corporations Act (the "Act"); provided, however, that

The Corporation is organized exclusively for charitable and educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986 or the corresponding provision of any future United States federal tax laws (the "Code"). Notwithstanding any other provision of these Bylaws, the Corporation shall neither have nor exercise any power, nor shall it engage directly or indirectly in any activity that would invalidate its status as a corporation that is exempt from federal income taxation as an organization described in Section 501(c)(3) of the Code.

ARTICLE 3
Members

- 3.1 **Members.** The Corporation shall have no members.

ARTICLE 4
Directors

4.1 Number of Directors. The authorized number of Directors shall be increased or decreased by resolution of the Board of Directors, but shall not be less than three (3). The names and addresses of the initial Directors are set forth on Exhibit A.

4.2 Powers of Directors. Subject to the limitation of law, or the Articles of Incorporation and of these Bylaws, all corporate powers shall be exercised by or under authority of, and the business and affairs of this Corporation shall be controlled by a Board of Directors. The Board of Directors shall exercise all powers permitted under the Hawaii Nonprofit Corporations Act (Haw. Rev. Stat., Chapter 414D, as amended). This shall include the authority to:

- (1) Receive, collect, hold, invest, and disburse all money payable to or by the Corporation.
- (2) Deposit any money of the Corporation in such financial institutions selected by the Board of Directors.
- (3) Pay or lend out of the Corporation, sums of money necessary to effectuate the purposes of the Corporation, administer the Corporation, and for costs incurred in establishing the Corporation.
- (4) Effect loans, advances or other forms of credit at any time for the Corporation from such banks, trust companies, institutions, corporations, firms, government entities, and assign transfer, endorse and deliver, accounts receivable and other commercial paper and evidences of debt at any time held by the Corporation; and for such loans, advances or other forms of credit to make, execute and deliver one or more notes, acceptances or written obligations of the Corporation on such terms, as such agents shall deem proper.
- (5) Appoint or employ persons, or enter into contracts to provide services to the Corporation, as it deems necessary to assist the Corporation, and pay for such services. The terms and conditions of any such appointment, employment or contract shall be at the discretion of the Board of Directors.
- (6) Establish an administrative office and secure real or personal property for the administration of the Corporation.
- (7) Determine and establish types of educational and charitable programs to be conducted.

- (8) Promulgate rules and regulations and exercise all other powers necessary to effectuate the purpose of the Corporation.

4.3 Tenure of Office. The initial Directors of the Corporation shall each serve for initial terms as specified in Exhibit A. Thereafter, directors shall each serve for a term of three (3) years and may be elected to successive terms. Directors shall continue to hold office even after the expiration of their terms until their resignation, removal, death, or appointment of their successor.

4.4 Vacancies. Any vacancy caused by the resignation, removal, or death of any Director may be filled by a majority of the remaining Directors then in office, even if less than a quorum. A Director elected to fill a vacancy shall be elected for the unexpired term of his or her predecessor. No reduction of the number of Directors shall have the effect of removing any Director prior to the expiration of his term of office

4.5 Removal of Directors. Any individual Director may be removed from office with or without cause by a vote of two-thirds of the directors then in office, subject to the applicable notice requirements.

ARTICLE 5

Meeting of Directors

5.1 Annual Meeting. An annual meeting of the Board of Directors shall be held each year at such place as the Board of Directors shall determine, at which meeting the Directors shall elect Directors, consider reports of the affairs of the Corporation, and transact such other business as may properly be brought before the meeting.

5.2 Regular Meetings. The Board of Directors may establish regular meetings to be held in such places and at such times as it may from time to time determine.

5.3 Special Meetings. Special meetings of the Board of Directors for any purpose shall be called at any time by the President or by at least a majority of Directors.

5.4 Place of Meetings. Meetings of the Board of Directors shall be held at the principal office of the Corporation in the State of Hawaii or such other place as designated for meetings of the Board of Directors from time to time by resolution of the Board of Directors or written consent of all of the members of the Board of Directors.

5.5 Notice of Meetings. Notice of any meeting of the Board of Directors shall be given in any manner permitted by section 414D-145, Hawaii Revised Statutes, as the same may be amended, and which currently requires at least two days' notice to each Director of the date, time, and place of the meeting, except that notice need not be given for a Regular Meeting that has been scheduled in advance. Notwithstanding the foregoing, seven days' notice must be given before a vote to approve matters concerning:

- a. A Director's conflict of interest;

- b. indemnification;
- c. Amendment of the Corporation's Articles of Incorporation;
- d. A plan of merger; or
- e. The sale or mortgage of all or substantially all of the Corporation's assets;
- f. The dissolution of the Corporation.

5.6 The required notice may be waived by: (1) a written waiver signed by the Director entitled to notice and filed with the Corporation's minutes; or (2) by the Director's attendance at or participation in a meeting waives any required notice, unless the Director at the beginning of the meeting or prior to the vote on a matter objects to lack of notice.

5.7 Unanimous Consent. Any action required or permitted to be taken at a meeting of the Board of Directors may be taken without a meeting, provided all members unanimously consent in writing. Such unanimous consent shall have the same force and effect as a meeting vote, and may be described as such in any document executed by or on behalf of the Corporation.

5.8 Meeting by Telephone or Other Electronic Means. Members of the Board of Directors of the Corporation, or any committee designated by the Board of Directors may participate in a meeting of the Board of Directors or committee by means of conference telephone or any means of communication by which all persons participating may simultaneously hear each other during the meeting.

5.9 Quorum and Vote. A majority of the Directors in office immediately before a meeting begins (present either in person or by means of a telephone or other electronic means) shall be necessary to constitute a quorum for the transaction of business. The action of a majority of the Directors present at any meeting at which there is a quorum is valid as a corporate act.

5.10 Compensation. Directors and members of all committees shall receive no compensation for their services as directors or committee members, but by resolution of the Board of Directors, may be reimbursed for actual expenses incurred while acting on behalf of the Corporation.

ARTICLE 6

Committees

6.1 Committees of the Board. By resolution adopted by a majority of the Directors in office, the Board of Directors may designate and appoint one or more committees of the Board and appoint members of the Board of Directors to serve on them. To the extent provided in the resolution, such committees shall have and exercise all the authority of the Board of Directors, except that no such committee shall have the authority of the Board of Directors in reference to (1) amending altering or repealing the Bylaws; (2) electing, appointing, or removing any member of any such committee or any Director or officer of the Corporation; (3) amending the Articles of Incorporation, or restating the Articles of Incorporation; (4)

authorizing the sale, lease, exchange or mortgage of any of the property and assets of the Corporation; (5) authorizing the voluntary dissolution of the Corporation or revoking proceedings therefore; (6) adopting a plan for the distribution of the assets of the Corporation; or (7) amending, altering, or repealing any resolution of the Board of Directors. Each committee of the Board shall comprise at least two (2) Directors.

6.2 Advisory Committees. By resolution adopted by a majority of the Directors in office, the Board of Directors may designate and appoint one or more advisory committees and appoint interested persons (including but not limited to members of the Board of Directors) to serve on those advisory committees. At least one (1) Director shall be appointed to each advisory committee. No advisory committee shall have the power to exercise the authority of the Board of Directors.

ARTICLE 7

Officers

7.1 Designation. The officers shall be a President, a Vice President, a Secretary and a Treasurer, and such other subordinate officers with such duties as the Board of Directors may from time to time designate. One person may hold more than one office. The Board of Directors may appoint acting or temporary officers and may appoint officers to fill vacancies occurring for any reason whatsoever, and may limit or enlarge the duties and powers of any officer appointed by it. The initial officers shall be:

Kamanamaikalani Beamer, Ph.D. President/Secretary/Treasurer

7.2 Qualification and Election. The officers shall be elected by the Board of Directors at their first regular meeting of the fiscal year, and at such other times as the Directors may from time to time determine. The term of each officer shall be one (1) year. All officers shall continue to hold office even after the expiration of their terms until their resignation, removal, death, or appointment of their successor.

7.3 Compensation. All officers shall serve without compensation for their service in office. Officers may receive reimbursement for necessary expenses required in the discharge of their duties. Such expenses shall be authorized and approved prior to actual expenditure by the Board of Directors.

7.4 Removal and Resignation. Any officer may be removed, either with or without cause, by a majority of the Directors at any regular or special meeting of the Board of Directors. Any officer may resign at any time by giving written notice to the Board of Directors, the President, or the Secretary of the Corporation. Any such resignation shall take effect on the date of the receipt of such notice or at any later time specified therein. Unless otherwise specified in the notice, the acceptance of such resignation shall not be necessary to make it effective.

7.5 Vacancies. A vacancy in any office because of death, resignation, removal, disqualification or other cause shall be filled in the manner prescribed in these Bylaws for regular appointments to such office. Any officer elected by the Board of Directors to fill a vacancy shall be elected for the unexpired term of his or her predecessor in office.

7.6 President. The President is the principal executive officer of the Corporation, shall preside at all meetings of the Board of Directors, and shall perform such other duties and have such other powers as the Board of Directors may prescribe. Subject to the directions and control of the Board of Directors, the President shall: (a) be in charge of the principal office of the Corporation; (b) have the general management, supervision and control of all of the property, business and affairs of the Corporation, and prescribe the duties of the managers of all branch offices (if any), and exercise such other powers as the Board may from time to time confer upon him or her; (c) appoint heads of departments, and generally control the engagement, government and discharge of all employees of the Corporation, and fix their duties and compensation. The President shall at all times keep the Board of Directors fully advised as to all of the Corporation's business. The President shall be an ex-officio member of all committees and shall have the general powers and duties of management usually vested in the office of President of a corporation.

7.7 Vice President. In the absence or disability of the President or whenever the office of President is vacant, the Vice President shall, perform the duties and exercise the powers of the President at the discretion of the Board of Directors, and shall perform such other duties as the Board of Directors shall prescribe.

7.8 Secretary. The Secretary shall keep, or cause to be kept, at the Corporation's principal office (a) a book of minutes of all meetings of Directors, with the time and place of holding, whether regular or special, and if special, how authorized, the meeting notices given, the names of those present and the proceedings thereof; (b) a copy of the Articles of Incorporation and Bylaws; and (c) a record of the Corporation's Directors, showing each Director's name and address. The Secretary shall give, or cause to be given, notice of all of the meetings of the Board of Directors required by the Bylaws or by law in conformity with these Bylaws. In the absence of the President and the Vice Presidents, the Secretary shall preside until a Chairman pro tempore is chosen. The Secretary shall have such other powers and perform such other duties as may be prescribed by the President, the Board of Directors or these Bylaws.

7.9 Treasurer. The Treasurer shall be the chief financial and accounting officer of the Corporation. The Treasurer shall: (a) have custody of all the funds, notes, bonds and other evidences of property of the Corporation; (b) be responsible for keeping all the books and accounts of the Corporation; (c) render statements thereof in such form and as often as required by the Board of Directors; and (d) receive and keep all the funds of the Corporation, and pay them out only on the check of the Corporation, signed in the manner authorized by the Board of Directors. The Treasurer shall cause to be kept a book or books setting forth a true record of receipts and expenditures, assets and liabilities, losses and gains of the Corporation and shall send or cause to be given to the Directors such financial statements and reports as

required to be given by law, these Bylaws, or by the Board of Directors. The Treasurer shall perform all other duties assigned to him by the President or the Board of Directors.

7.10 Absence of Officers. In the absence or disability of the President and Vice President or Vice President(s), if more than one, the duties of the President shall be performed by such persons as may be designated for such purpose by the Board of Directors. In the absence or disability of the Secretary and of the Assistant Secretary or Assistant Secretaries, if more than one, or of the Treasurer and the Assistant Treasurer or Assistant Treasurers, if more than one, the duties of the Secretary or of the Treasurer, as the case may be, shall be performed by such person or persons as may be designated for such purpose by the Board of Directors.

ARTICLE 8

Corporate Records and Reports

8.1 Records. The Corporation shall maintain adequate and correct accounts, books and records of its business and properties and minutes of the proceedings of its Board of Directors. These records shall include all records of actions taken by the Board of Directors and its committees, accounting records, articles of incorporation and amendments, bylaws and amendments, written financial statements, a list of the names and business or home addresses of its current directors and officers, and the most recent annual report delivered to the Department of Commerce and Consumer Affairs. All of such books, records and accounts shall be kept at its principal place of business in the State of Hawaii as fixed by the Board of Directors from time to time.

8.2 Signing of Checks. All checks, drafts or other orders for payment of money, notes, or other evidences of indebtedness, issued in the name of or payable to the Corporation, shall be signed or endorsed by such person or persons and in such manner as shall be determined from time to time by resolution of the Board of Directors.

8.3 Execution of Contracts. The Board of Directors may authorize any officer or officers, agent or agents to enter into any contract or execute any instrument in the name of and on behalf of the Corporation. Unless so authorized, no officer, agent or employee shall have any power or authority to bind the Corporation by any contract or engagement or to pledge its credit or to render it liable for any purpose or to any amount.

8.4 Facsimile Signature. The Board of Directors may from time to time by resolution provide for the execution of any corporate instrument or document by a mechanical device or machine, or by use of facsimile signatures, under such terms as shall be set forth in the resolution of the Board of Directors.

8.5 Annual Reports. The Board of Directors shall cause an annual report to be delivered to the Director of the Department of Commerce and Consumer Affairs for filing as required by law.

ARTICLE 9
Indemnification of Officers, Directors, Employees and Agents

9.1 Indemnification.

(a) **Mandatory Indemnification.** The Corporation shall indemnify any Director or officer of the Corporation who was or is a party to any completed action, by reason of the fact that the person is or was a Director or officer of the Corporation, against expenses (including attorney's fees) actually and reasonably incurred in connection with the defense of such action, where the Director or officer was wholly successful, on the merits or otherwise.

(b) **Authority to Indemnify.** The Corporation shall have power to indemnify any person who was or is a party to any threatened, pending or completed action, by reason of the fact that the person is or was an agent of the Corporation (including Directors, officers, employees, and other agents), against expenses (including reasonable attorneys' fees) actually and reasonably incurred by the person in connection with the defense or settlement of such action, if the person acted in good faith, in a manner the person reasonably believed to be in the Corporation's best interest (in the case of conduct in an official capacity) or which at minimum did not oppose the Corporation's best interests (in the case of conduct not in an official capacity), and if, in a criminal proceeding, the person had no reasonable cause to believe the person's conduct was unlawful.

(c) **No indemnification.** No indemnification shall be made where the Director or officer has been determined to be liable, either in connection with a proceeding by or in the right of the Corporation, or in connection with any other proceeding (whether or not involving action in an official capacity) in which the Director or officer was found liable on the basis of the Director or officer's improper receipt of a personal benefit; provided, however, that indemnification will be allowed to the extent that the court in which the action or suit was brought determines upon application that, despite the adjudication of liability, but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnity.

(d) **Process for Indemnification.** Any indemnification under paragraph (b) of this Section shall be made by the Corporation only as authorized in the specific case and upon a determination that indemnification of the agent is proper in the circumstances because the agent has met the applicable standard of conduct set forth in paragraph (b). The determination shall be made by: (1) the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the proceeding; or (2) majority vote of a committee duly designated by the Board consisting of two or more Directors not at the time parties of the proceeding, if a quorum is not obtainable; or (3) independent legal counsel selected (i) by either the Board of Directors by a majority vote of a quorum consisting of Directors who were not parties to the proceeding; or by a majority vote of a committee duly designated by the Board consisting of two or more Directors who are not at the time parties of the proceeding, if a quorum of the Board is not obtainable; or (ii) by a majority vote of the full Board (in which directors who are not parties may participate) if a quorum of the Board cannot be obtained

under subsections (1) or (2); or (4) the court in which the proceeding is or was pending, upon application made by the Corporation or the agent or the attorney or other person rendering services in connection with the defense, whether or not the application is opposed by the Corporation.

e. Advance Reimbursement. Expenses incurred by any agent in defending any proceeding may be paid by the Corporation in advance of the final disposition of the proceeding upon: (1) receipt of a written affirmation of the person's good faith belief that he or she has met the applicable standard of conduct under paragraph (b) of this Section; (2) receipt of a written undertaking, as described in HRS § 414D-162, by or on behalf of the person to repay such amount if it shall ultimately be determined that the person did not meet the applicable standard of conduct; and (3) the Corporation's making a determination that the facts then known would not preclude indemnification.

f. Non-Exclusive. The indemnification provided by this Article is not exclusive of any other rights to which those indemnified may be entitled under any Bylaw, agreement, vote of the disinterested Directors or otherwise, both as to action in a person's official capacity and as to action in another capacity while holding office, and shall continue as to a person who has ceased to be an agent and shall inure to the benefit of the heirs and personal representatives of such a person.

9.2 Insurance. The Board of Directors may authorize the purchase of insurance on behalf of any Director, officer, employee or other agent against any liability asserted against or incurred by him which arises out of such person's status as a Director, officer, employee, or agent or out of acts taken in such capacity, whether or not the Corporation would have the power to indemnify the person against that liability under law.

9.3 Personal Tax Liability. However, in no case, shall the Corporation indemnify, reimburse, or insure any person for any taxes imposed on such individual under chapter 42 of the Internal Revenue Code.

9.4 Severability. If any part of this Article shall be found in any action, suit, or proceeding to be invalid or ineffective, the validity and the effectiveness of the remaining parts shall not be affected.

ARTICLE 10 Amendment to Bylaws

10.1 Amendment by Majority Vote. The Bylaws of the Corporation may from time to time be repealed, amended or altered, or new Bylaws may be adopted, subject to repeal or change by a majority vote of the Board of Directors.

10.2 Limitation on Amendment. Anything herein to the contrary notwithstanding, these Bylaws shall not be amended in any manner which: alters the basic purpose of this Corporation as set forth herein and in the Articles of Incorporation; conflicts with any applicable

law or government regulation; causes the diversion of any part of the Corporation for the purposes other than those authorized herein; deprives any eligible beneficiary of benefits; or causes the Corporation to lose its tax exempt status under State and Federal laws.

ARTICLE 11 Dissolution

11.1 Dissolution. Upon the dissolution or winding up of the Corporation, its assets remaining after payment of, or provision for payment of, all debts and liabilities of the Corporation shall be distributed to a nonprofit fund, foundation or corporation which is organized and operated exclusively for charitable, educational, religious and/or scientific purposes and which has established its tax-exempt status under Section 501(c)(3) of the Code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by a court of competent jurisdiction of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations, as said court shall determine, which are organized and operated exclusively for such purposes.

ARTICLE 12 Miscellaneous

12.1 Legal Standing. If any part of these Bylaws is illegal or invalid, such illegality or invalidity shall not affect the remaining parts of these Bylaws, unless such illegality or invalidity prevents the Board of Directors from accomplishing the purposes of the Corporation. If any illegality or invalidity exists, the Board of Directors shall immediately make the necessary amendments to eliminate the illegality or invalidity, and shall promulgate a new legal provision as similar as possible to the illegal or invalid provision, keeping the intent, as close as possible, to the illegal or invalid provision.

12.2 Tax Exempt Status. If any provision of these Bylaws is held for any reason to render income received by the Corporation non-exempt from taxation, the Board of Directors shall immediately take steps to remedy such non-exemption.

12.3 Fiscal Year. The fiscal year of the Corporation shall begin on the first day of January and end on the last day of December.

12.4 Notices. Whenever, under the provisions of these Bylaws, notice is required to be given to any Director, it shall not be construed to mean personal notice, but unless otherwise specified in the Articles or these Bylaws, the notice shall be given (a) in writing, by United States first class mail, by depositing the same in a post office letter box, postage prepaid, addressed to each Director at such address as appears in the records of the Corporation, or (b) in a form of electronic transmission consented to by the Director to whom it is to be given. Notice shall be deemed to be given (1) if mailed at the time it is mailed, (2) if by electronic mail, when directed to the electronic mail address at which the Director consented

to receive notice, (3) if by posting on an electronic network together with separate notice to the Director of the specific posting, upon the later of the posting and the giving of the separate notice; and (4) by any other form of electronic transmission, when directed to the Director. Any Director may waive any notice required to be given under these Bylaws.

12.5 Unauthorized Acts. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to its members, Directors, officers, or other private persons, except that the Corporation shall be authorized and empowered to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth herein. Notwithstanding any other provision of these Articles herein, the Corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the purposes of this Corporation.

EXHIBIT A

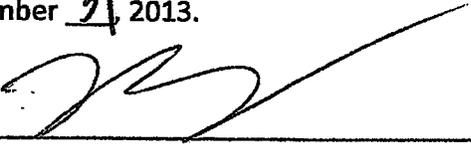
NAMES AND ADDRESSES OF DIRECTORS

| <u>Name</u> | <u>Address</u> |
|-------------------------------|---|
| Kamanamaikalani Beamer, Ph.D. | 64-5076 Hale Alii Street Kamuela, Hawaii 96743 |
| Keola Beamer | 1695 Ainakea Road Lahaina, Hawaii 96761 |
| Neil Hannahs | 567 S. King Street, Suite 200 Honolulu, Hawaii 96813 |

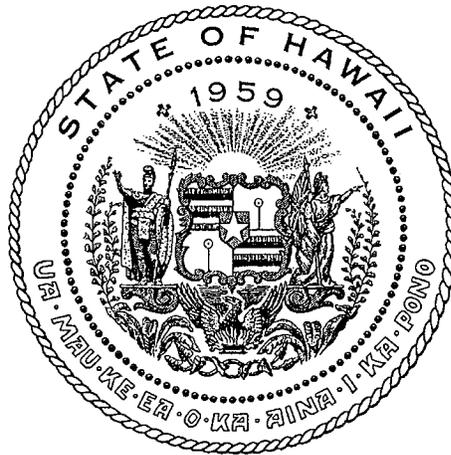
CERTIFICATION
BY SECRETARY OF
ALOHA KUAMO`O `ĀINA

I HEREBY CERTIFY that I am the duly elected, qualified and acting Secretary of the above-named corporation and that the attached Bylaws is a true and correct copy of the Bylaws of the said corporation, duly adopted by said corporation and are currently effective.

Dated: Honolulu, Hawaii, December 31, 2013.



Secretary



DEPARTMENT OF TAXATION

**REGISTRATION CERTIFICATE FOR PERSONS GRANTED
EXEMPTION FROM GENERAL EXCISE TAXES UNDER
SECTION 237-23, HAWAII REVISED STATUTES**

Conditional Approval Expires: July 23, 2016

DATE ISSUED: July 24, 2015

EFFECTIVE DATE: July 10, 2015

HAWAII TAX I.D. No.: W36616802 01

ALOHA KUAMO'O 'AINA

This certificate is permanent evidence of your registration under section 237-23, Hawaii Revised Statutes.

If there is a material change in the facts as set forth in your application for exemption, you must notify the Department of Taxation in writing so we can consider the effect of the change on your exempt status. Also, you must notify the Department of Taxation in writing of all changes in your name or address, and of cancellation of your registration.

The exemption has been granted as of the effective date shown above. If your organization received certain types of income prior to this date, it may be subject to the general excise tax.

The exemption does not apply to any general excise tax (which includes the county surcharge) visibly passed on to the organization on any purchases made by the organization. Also, you must obtain a general excise license and pay the taxes owing from the conduct of any fundraising activities. For example, sales of sweet bread and chicken, and tickets for car washes and carnivals would be taxable.

Maria Zielinski

MARIA E. ZIELINSKI
DIRECTOR OF TAXATION



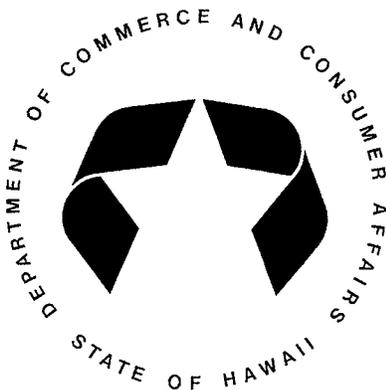
Department of Commerce and Consumer Affairs

CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

ALOHA KUAMO`O `AINA

was incorporated under the laws of Hawaii on 02/07/2014 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.



IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: September 16, 2015

Director of Commerce and Consumer Affairs



RE: Legacy Land - Kuamo'o amendment
Tom Pierce

to:

'Lea Hong', David.Penn

09/28/2015 03:58 PM

Cc:

Emma.Yuen, Irene.M.Sprecher, Marigold.S.Zoll, Ian.C.Hirokawa, "KEOLA BEAMER"

Hide Details

From: "Tom Pierce" <tom@maulandlaw.com> Sort List...

To: "'Lea Hong'" <Lea.Hong@tpl.org>, <David.Penn@hawaii.gov>,

Cc: <Emma.Yuen@hawaii.gov>, <Irene.M.Sprecher@hawaii.gov>,

<Marigold.S.Zoll@hawaii.gov>, <Ian.C.Hirokawa@hawaiiomt.onmicrosoft.com>,

"KEOLA BEAMER" <kbeamer@me.com>

1 Attachment



150916 MHF AKA letter to LLC requesting Amendment signed TL 091615.pdf

Aloha David,

Yes, there are a number of reasons why the grant should be to Aloha Kuamo'o 'Aina (AKA) rather than Mohala Hou Foundation (MHF). As background, MHF was identified as the grantee while AKA was seeking its tax exempt status from the IRS. AKA has now received the IRS determination letter. I'm reattaching the letter from AKA, which I believe you already have in your possession discussing this background.

Here are some of the reasons why a grant to AKA is important, even though we understand it will require some additional administrative burden for DLNR and BLNR:

- While MHF could hold the property, if required, its core charitable mission is not established for holding and managing property. MHF's directors expected that they would be, at most, interim holders of the property. Since AKA now has its charitable status, it makes sense that MHF be relieved of the burden of being an interim holder. MHF's mission is: "Preserving and perpetuating Hawaiian culture through education and the arts. Uniting people through cultural enrichment." In contrast, AKA's mission is specifically focused on the property and includes as a core mission: "Restoring cultural, historical and ecological integrity of the Kuamo`o landscape."
- If MHF is required to initially hold the land and then convey it to AKA, it will mean the additional complexity of returning to BLNR for another meeting requesting conveyance of the property from MHF to AKA. It will also require the legal complexity of another deed of conveyance from MHF to AKA and the related filings with the Bureau of Conveyances.
- There may be some loss of opportunity in initiating the program for the property if MHF is required to hold the property first before it can convey to AKA.
- There may be some confusion and concern with the BLNR members if this is not dealt with proactively at the earliest possible date.
- Additionally, if MHF is required to hold the land in the interim, it will mean a significant administrative and management burden. For example:

- MHF will need to procure property insurance in the first instance, then cease the insurance after AKA has taken title;
- MHF might be required to become an employer for a period of time, and budget for management of the property, but then cease these activities once AKA has taken title;
- There may be the need for a management agreement between MHF and AKA during the interim, which will have a legal and administrative cost associated with it;
- MHF will have the added cost and complexity of reporting both the acceptance of the property, and then the conveyance of the property on its tax records to the IRS. This will require special care, as well as an additional accounting cost to make sure the transactions are properly documented.
- There will likely be general identity confusion when it comes to fundraising and programming for the property because MHF and AKA will have to explain to third parties their respective roles.

I hope the above assists DLNR in understanding the necessity for this hearing to change the grantee at this juncture. We very much appreciate all of your help. Do not hesitate to call me or Keola Beamer if we may be of assistance on this.

Sincerely,

Tom

Tom Pierce Attorney at Law LLLC

PO Box 798, Makawao, HI 96768 . Phone: 808-573-2428 . FAX: 866-776-6645

tom@mauilandlaw.com . mauilandlaw.com . tileafexpress.com

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Keola Beamer

Keola Beamer is one of Hawai‘i’s premier singer/songwriters, arrangers, composers and Master Of The Hawaiian Slack Key Guitar. His well of talent springs from five generations of Hawai‘i’s most illustrious and beloved musical families. The Beamers trace their roots to the 14th century and have been artisans and cultural practitioners through many generations.

Born in 1951, Keolamaikalani Breckenridge Beamer was raised in Kamuela, on the Big Island, surrounded by the beautiful open pastures of his Grandfather's cattle ranch. Keola and Moanalani Beamer; his wife of 31 years, reside in Lahaina on the Island of Maui.

Keola established himself early on as the family's youngest standard-bearer. A child of the rock and roll era, he has always been on the vanguard of the Hawaiian contemporary sound. However, he also helped drive what has come to be known today as the Hawaiian Cultural Renaissance: he has recorded many of the songs written by his ancestors, from the lively Keawaiki to the lullaby Pupu Hinuhinu. He has recorded and produced more than twenty commercial recordings, winning numerous Hoku Awards, Hawai‘i’s equivalent of the Grammys. He has even appeared on Sesame Street and on NBC's "Today Show." He is a multiple Grammy Nominee and in 2010 received the "Lifetime Achievement" award from the Hawaii Academy of Recording Arts in Honolulu, Hawai‘i. Keola, as an acclaimed world musician, has performed extensively around the globe and conducted cultural exchange programs concerts and collaborations sponsored by the U.S. State Department in various countries including Brazil, Venezuela, Zimbabwe, and New Zealand.

Keola was one of Hawai‘i’s first recording artists to integrate Hawaiian chants and instruments, like the tiny gourd whistle and the nose flute, with contemporary forms of music. "A lot of musicians in the past treated the nose flute as a frame," he says. "They played it at the beginning and the end of a piece. Through experimentation, I managed to integrate it into the piece. It has a gorgeous sound, a gorgeous texture."

Keola's legendary great-grandmother, **Helen Desha Beamer** (1882-1952), was one of Hawai‘i’s most prolific and accomplished singer-songwriters, whose compositions came to her in dreams, on boat rides, and during visits with friends. Possessed of a high, clear soprano, her fluency in the Hawaiian language endowed her with lyrics with vivid images. She was also a skilled dancer whose intricate footwork and fluid grace left a lasting imprint on the hula.

Keola's mother, revered cultural treasure, **Winona Kapuailohiamanonokalani Beamer**, (Aunty Nona, 1923 - 2008) was also a noted chanter, composer, Kumu Hula (Hula Master) and author, who had spent a lifetime researching and teaching "Hawaiiana," a term she coined. Indeed, Keola's career as a musician began in his mother's Honolulu hula studio, where he played guitar as an accompaniment for the dancers. "That's part of being in the Beamer family - your job is as a musician," he says. Then he adds with a laugh: "And my mom is the only person who ever fired me!"

In high school (Kamehameha School) and college, (Goddard College – Plainfield, Vermont & The University of Hawaii / Manoa) Keola studied classical guitar, and later, when he began to teach guitar, he published the first ever method book for the Hawaiian Slack Key Guitar, using a tablature system for 16th-century lutes as his starting point. At about the same time, in 1972, he recorded his first landmark solo album, "Hawaiian Slack Key Guitar in the Real Old Style," filled with the nahenahe (soft and sweet) sound of this Hawaiian tradition. This album and method book (now online at kbeamer.com) continues to influence many guitarists.

Keola in combination with the Beamer 'Ohana (Family) Non Profit Corporation - The Mohala Hou Foundation conduct genuine cultural immersion experiences through their annual "Aloha Music Camp" held at the Marriott Kaua'i | Courtyard Kaua'i on Kaua'i Island during the month of February of each year. These week-long immersions instruct musicians and non musicians in the art of the Hawaiian Slack Key Guitar, Ukulele, Hula, Olelo Hawai'i (Hawaiian Language) and Oli (Chant). For many people, this is a life changing experience, as the contextual learning of the immersion experience is presented with the true sincerity and clarity of Aloha. "Our guests are not tourists" says Keola. "They are our extended family".

In 2015 with the generous help of The Kohala Center and in consideration of their deep reverence for ancestors and combatants killed at the battle of Kuamo'o in 1819, Keola, his nephew Dr. Kamanamakalani Beamer, PhD. (Executive Director - The Kohala Center), and Neil Kaho'okele Hannahs (Kamehameha Schools Land Asset Division - Director of Strategic Integration) formed Aloha Kuamo'o 'Āina (AKA), a Hawaii non-profit corporation to protect and preserve the battlefield of Kuamo'o on Hawai'i Island.

AKA is intended to be a center for cultural and ecological peace, its mission is to promote aloha aina as consistent with the mo'olelo (stories) and values of Kuamo'o and to achieve justice and peace for Hawaii's people, environment, and the world. The backbone of AKA is the practice of Aloha Aina, Ho'i Ike Kumu, and Mālama Ko Aloha;

Aloha Aina - Restoring cultural, historical, and ecological integrity of the Kuamoo

landscape.

Ho'i i ke Kumu - Reconnecting keiki, kupuna, and displaced families to the mo'olelo, Wahi pana (celebrated places), and values of Kuamo'o through music, health, and lived experience.

Mālama i Ko Aloha - Sharing the values of aloha as practiced in Hawai'i's indigenous culture and expressed through our islands multi-ethnic diversity and cultural richness to promote peace and justice in our world.

In consultation with neighboring landowners and the community, AKAs vision for the future is a restored Kuamo'o landscape that links a vibrant local community aligned with an international community of those dedicated to cultural and ecological peace and justice. Keola, in his position as executive director will develop a land management plan for the property that will: (a) provide the public, Native Hawaiians, and students with managed access to the land and contextual and interpretative educational opportunities, (b) restore native coastal vegetation, (c) revive agricultural practices, and (c) explore building a cultural learning center on a portion of the property removed from Kuamo'o studied and mapped archeology.



From Left – Dr. Kamanamaikalani Beamer, Keola & Moanalani Beamer at Kuamo'o
Photo by Marco Garcia / The Trust for Public Land

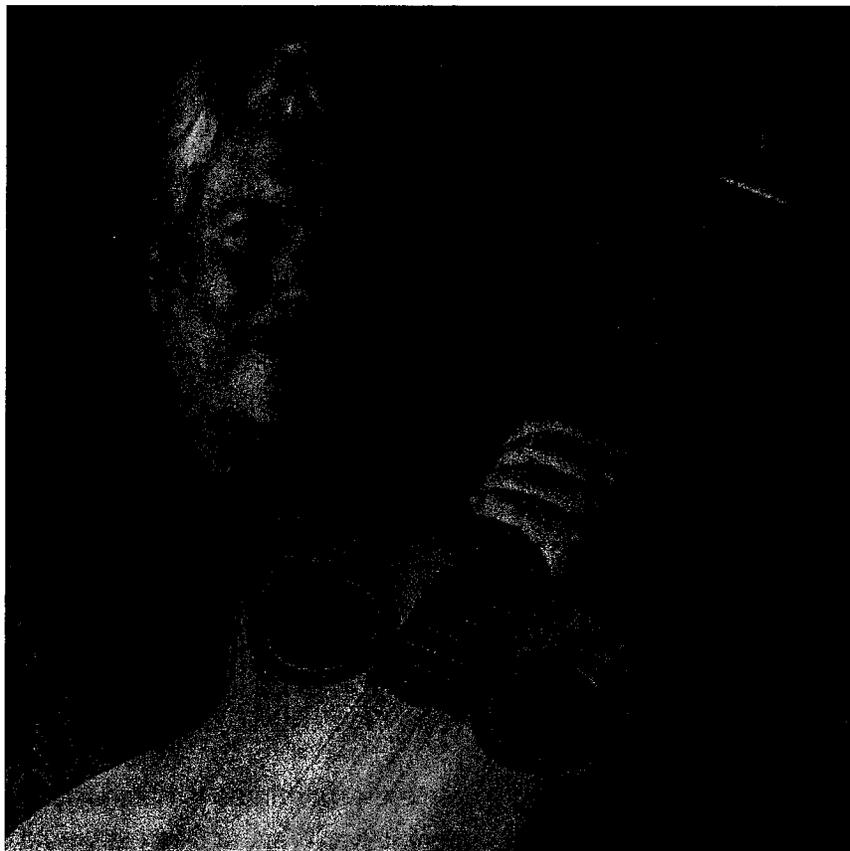
Keola shares the following artistic statement as it relates to his music and concert performances "When I was growing up, my mother Winona Beamer would often say,

Mālama Ko Aloha. Mom wanted us to cherish or keep our love. Her idea was that by keeping Aloha in our hearts and reflecting upon its meaning in our lives, we could help the idea of Aloha to grow in the world. Thanks to my mother, Aloha became much more than a word to me. It became a way of being in the world.

It is not easy to follow the path of Aloha. When we are angry or frustrated, Aloha can be forgotten. Sometimes in difficult situations, we may even take a step backwards from Aloha. If we remember my mom's advice, "Malama Ko Aloha", we can gather our courage, take a deep breath and try again. We can endeavor to live our lives with compassion for other human beings. We can live our lives embracing the ideas of diversity, harmony, and peace.

Hawaiian philosophical thought suggests that within each of us, there exists a bowl of light. It is our sincere hope that as we share our music with you, we might each take a moment to explore this light. We believe it is the presence of Aloha.

And then ask yourself ... will you Malama Ko Aloha? Will you help us keep Aloha alive in the world?"



Keola Beamer: selected works

Keola Beamer's body of work (recorded, print, and video) is matched by few in the field of Hawaiian music. Here are some favorites. More information on these projects can be found at;

www.kbeamer.com

Soliloquy – Ka Leo O Loko

Ka Leo O Loko is Keola's fifth Dancing Cat album. "It's totally guitar focused," he says. "No singing, no other instruments. It all originates from a guitarist's point of view." Keola says that much of the inspiration comes from his teaching. This album features more of his solo guitar (eight songs) and more original compositions by Keola (nine) than any other he has previously done. Release date: January 8, 2002
Copyright 2002 Dancing Cat Records

Island Born

Island Born clearly demonstrates Keola's wealth of talent: its songs are musical landscapes that paint vivid pictures of growing up in the islands the Hawaiian way and as part of one of Hawai'i's most talented and celebrated families. His arrangements of five original compositions and nine classic Hawaiian songs display an elegant simplicity. Keola captivates you with his voice, his slack key guitar and carefully placed Hawaiian instrumentation and background vocals. Release date: February 20, 2001
Copyright 2001 'Ohe Records

Kolohane - From The Gentle Wind

Keola's 1999 Dancing Cat Records release is his second consecutive all instrumental album for the label, and has allowed him to dig deep into the soul of his instruments and come up with music that captures the essence of the slack key tradition, yet is incredibly innovative.
Copyright 1999 Dancing Cat Records

Learn To Play Hawaiian Slack Key Guitar - (instructional book and CD)

Keola Beamer and Mark Nelson have put together this wonderful instruction book. Based on arrangements by Keola and Mark, it is another great means for preserving this most beautiful tradition.
Keola Beamer and Mark Nelson
Copyright 1999 Mel Bay Publications

Listen & Learn: Keola Beamer Hawaiian Slack Key Guitar (instructional book and CD)

This instructional book/CD set is a marvelous addition to the collection of slack key players of all levels. Keola has chosen five traditional pieces and teaches them in depth. His tunes employ a variety of tunings and techniques that will help you create a distinctive guitar sound.
Copyright 1999 Homespun Tapes

The Art of Hawaiian Slack Key Guitar - (instructional video)

Here's an opportunity to learn the lovely and elegant guitar sounds of Hawai'i. Keola teaches seven traditional tunings and original compositions in the special tunings used in slack key playing.

Copyright 1998 Homespun Video

Mauna Kea - White Mountain Journal

Awarded a Nā Hoku Hanohano Award as the best instrumental release of 1997, it is an intimate portrait: a journal of Keola's memories from growing up at the foot of the most beautiful mountain in the world, Mauna Kea.

Copyright 1997 Dancing Cat Records (8022-38011-2)

The Golden Lehua Tree

Stories and Music from the heart of Hawaii's Beamer family. Narrated by Nona Beamer

The art of storytelling is revived with these stories, passed down to Auntie Nona Beamer from her childhood days. Keola provides his guitar textures behind Auntie Nona's evocative voice.

Copyright 1996 Starscape Music (SM 96112)

Moe'uhane Kika - Tales From The Dream Guitar

This recording is a landmark in the rich recorded history of *kī hō'alu*. Keola explores deeply the intonation and resonances of his guitars in various tunings. Fortunately for slack key aficionados everywhere, his explorations have been recorded for posterity.

Copyright 1995 Dancing Cat Records (08022-38006-2)

Wooden Boat

Keola returns to his acoustic roots for his first Dancing Cat release. Instrumental classics like "No Ke Ano Ahiahi" feature his own arrangements and his flawless fretwork, and features Keola's vocals on several pieces.

Copyright 1994 Dancing Cat Records (08022-38024-2)

Sweet Maui Moon

This recording features Keola in a contemporary-pop format; he is joined by some incredible musicians, such as Ken Wild on bass (from the legendary Island band, "Seawind"), and Brazilian Percussionist Paulinho Da Costa, as well as Keola's all-time favorite singer, Kenny Rankin.

Copyright 1989 Paradise Productions (SCD980)

Honolulu City Lights

The best-selling Hawaiian album of all-time has been re-released with a special cover, celebrating the 20th anniversary of its initial release. Keola's composition "Honolulu City Lights" is one of the most instantly recognizable contemporary Hawaiian compositions.

Keola and Kaponu Beamer

Copyright 1978 Paradise Productions (SLP808)

Hawaiian Slack Key Guitar In The Real Old Style

This album is one of the all-time great recordings in the history of Hawaiian music. It is the debut recording of a then 21 year-old Keola Beamer, and is a mixture of solo slack key guitar and vocals, all performed by Keola. He also composed four original songs for the album.

Copyright 1973 The Music of Polynesia (MOP 22000)

Keola Beamer & Raiatea

Artists from Hawai'i have been making their mark on the world music scene for decades. Keola Beamer, with a career that spans more than 30 years, has done just that. As a world-renowned slack key guitarist, he has certainly earned his place as one of only a handful of true "Masters" in the world.

Raiatea Helm has risen to the TOP of the industry at such a young age. Winner of every major music award in the islands, this Billboard World Chart recording artist grows with every CD.

© 2011 Ohe Records / Starscape Music / Raiatea Helm Records

Mālama Ko Aloha

World-renowned slack key guitar MASTER, Keola Beamer has had a career that has spanned more than 30 years. From his early international hit composition "Honolulu City Lights" to his most recent contribution on the soundtrack to the 2011 Oscar-nominated film "The Descendants," Keola Beamer has earned his place in Hawaiian music history as a legendary composer, songwriter and performer.

With the release of Keola Beamer: Malama Ko Aloha (Keep Your Love), he has taken his genius onto the world music stage in a captivating collaboration with nine-time GRAMMY® nominee Native American flutist R. Carlos Nakai and virtuoso jazz pianist Geoffrey Keezer.

This CD is the soundtrack to the nationally televised program produced by PBS Hawai'i and includes the internationally acclaimed recording "Ina", a Hawaiian language version of John Lennon's "Imagine."

© 2012 Ohe Records

Books:

The Shimmering - Ka 'Olii

Voted one of the best books of 2002 by the Honolulu Advertiser. This collection of original stories of island adventures and contemporary legends speak of the place where modern and ancient Hawaii meet.

On-line Publications:

Slack Key Guitar Lessons With Keola Beamer

You've heard the music - did you ever think about creating it yourself? The Hawaiian Slack Key Guitar is a wonderful platform for expression. And guess what? It's not that hard to learn to play! It's a rewarding and relaxing hobby that could give you years of meaningful interaction with a whole world of rich, beautiful, and somehow still mysterious music. It can take you places that you never imagined. Are you ready for some seriously fun guitar playing? Come join our 'ohana (family)! Go online to www.kbeamer.com.

Intermediate Hawaiian Slack Key Guitar Pieces by Keola Beamer

Original Slack Key Pieces for Intermediate Level Guitarists, includes music, tablature, recordings and study notes.

Go online to www.kbeamer.com.

The following compilation CDs from Dancing Cat Records feature Keola Beamer.

Hawaiian Slack Key Guitar Masters Collection, Volume 2

Keola Beamer, selected Dancing Cat artists

Released July, 1999
Copyright 1999 Dancing Cat Records

A Winter Solstice Reunion

Keola Beamer, selected Windham Hill artists
Produced by William Coulter
Copyright 1998 Windham Hill Records

On A Starry Night

Keola Beamer, selected Windham Hill artists
Produced by Tracy Silverman & Thea Suits-Silverman
Copyright 1997 Windham Hill Records

Summer Solstice

Keola Beamer, selected Windham Hill artists
Produced by Brian Keane
Copyright 1997 Windham Hill Records

Ki Hō'alu Christmas

Keola Beamer, selected Dancing Cats artists
Copyright 1996 Dancing Cat Records (08022-38006-2)

Hawaiian Slack Key Guitar Masters

Keola Beamer, and releases by Ray Kane, the late Sonny Chillingworth, Ledward Ka'apana, Cyril Pahinui, the late Leonard Kwan, among others.
Copyright 1995 Dancing Cat Records

A Winter's Solstice V

Keola Beamer and George Winston, selected Windham Hill artists
Copyright 1995 Windham Hill Records (1934-11174-2)



Kamanamaikalani B. Beamer, Ph.D.

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kbeamer@kohalacenter.org

EDUCATION

- Ph.D. Geography, University of Hawai'i at Mānoa, 2008
- M.A. Geography, University of Hawai'i at Mānoa, 2005
- B.A. Hawaiian Studies and Philosophy (double major), University of Hawai'i at Mānoa, 2002
- A.A. Marymount College, 1998
- Diploma Kamehameha Schools, 1996
- Certificate First Nations Futures Institute, Stanford University, 2010

PROFESSIONAL EXPERIENCE

- 2015 – Present **President and Chief Executive Officer
The Kohala Center, Kamuela, Hawai'i**
Lead independent, community-based nonprofit organization with 39 full- and part-time employees and an annual operating budget of \$3.9 million. Provide institutional and intellectual leadership for the organization in all aspects of its development and the accomplishment of its goals and objectives. Develop and cultivate local, national, and international research and educational partnerships. Direct the development of organizational and programmatic policies and standards that support The Center's mission and goals. Serve as senior source of information, advice, counsel, and support to the Board Chairperson, Board Committees, and the Board of Directors in the creation of policies, programs, and the strategic direction of The Center.
- 2013 – Present **Member, Commission on Water Resource Management
Department of Land and Natural Resources, Honolulu, Hawai'i**
- 2012 – Present **Assistant Professor, Hui 'Āina Momona, Hawai'inuiākea School of
Hawaiian Knowledge and Richardson School of Law
University of Hawai'i at Mānoa, Honolulu, Hawai'i**
- Teaching (58 credit hours):*
- Mālama 'Āina Seminar 650, Law 582 Aloha 'Āina Hawaiian Land Tenure; Hawaiian Sovereign State 691, Mahele Land Awards 440, Geography of

Hawai'i 368, Mālama Ahupua'a 207, Hawaiian Studies 107, Geography 101,
Post-Contact Chiefs Hawaiian Studies 342.

University Service and Committee Work:

- Co-chair of Hui 'Āina Momona hiring committee in CTAR and Sea Grant Colleges (2012)
- Co-chair of Hui 'Āina Momona hiring committee in SSRI and Hawai'inuiākea (2013)
- UHM Sustainability Committee Working Group (2012-2013)
- Chair of M.A. Committee for Ka'ahiki Solis (graduated Summer 2013)
- Chair of M.A. Committee for Natasha Wahine'aipohaku Tong (graduated 2014)
- Chair of M.A. Committee for William Kaha'e Lee (graduated 2014)
- Committee member for M.A. Committee for Leimomi Morgan (graduated 2013)
- Committee member for PhD Committee for Lorenz Gonshor (ABD)

2009 – Present **Director, First Nations Futures Program
Stanford University, Stanford, California**

2011 – 2012 **Director, 'Āina-Based Education Department, Community Education
Division
Kamehameha Schools, Honolulu, Hawai'i**

2009 – 2011 **Land Legacy Education Manager, Land Assets Division
Kamehameha Schools, Honolulu, Hawai'i**

2008-2009 **Adjunct Assistant Professor and Manager of AVA Konohiki Land
Research Project , Hawaiian Studies,
University of Hawai'i at Mānoa, Honolulu, Hawai'i**

2009 **Assistant Coordinator, Ho'olauna Ko'olaupoko
Kamehameha Schools, Honolulu, Hawai'i**

2005 – 2007 **Lecturer, Department of Geography
University of Hawai'i at Mānoa, Honolulu, Hawai'i**

2005 **Teacher
Hakipu'u Learning Center, Kāne'ohe, Hawai'i**

2004 – 2006 **Graduate Teaching Assistant, Hawaiian Studies
University of Hawai'i at Mānoa, Honolulu, Hawai'i**

2004 – 2005 **Teacher, Hawaiian Language
Kaimukī High School, Honolulu, Hawai'i**

2002 – 2004 **Research Assistant, Botany Department
University of Hawai'i at Mānoa, Honolulu, Hawai'i**

SELECTED PUBLICATIONS

No Mākou ka Mana: Liberating the Nation. Honolulu: Kamehameha Publishing, 2014.

Beamer, K. and Gonschor, L. "Toward an inventory of ahupua'a in the Hawaiian Kingdom: A survey of nineteenth- and early twentieth-century cartographic and archival records of the island of Hawai'i." *The Hawaiian Journal of History*. Forthcoming.

"Tūtū's Aloha 'Āina Grace." In *The Value of Hawai'i 2: Ancestral Roots, Oceanic Visions*. Eds. Yamashiro and Goodyear-Ka'ōpua. Honolulu: University of Hawai'i Press, 2014.

"He ali'i ka 'Āina." In *I Ulu I Ka 'Āina: The Hawai'inuiākea Monograph Series Vol II*. Eds. Osorio, Andrews, and Benham. Honolulu: University of Hawai'i Press & HSHK, 2013.

Beamer, K. and Vitousek, P. "Traditional Ecological Values, Knowledge, and Practices in Twenty-First Century Hawai'i." In *Linking Ecology and Ethics for a Changing World*, Cary Conference Proceedings. Eds. Rozzi, Pickett, & Palmer. New York: Springer Press, 2013.

"Ke ao na'auao maoli." *Aboriginal Education World* 47 (2012).

"Ali'i Selective Appropriation of Modernity—Examining Colonial Assumptions In Hawai'i Prior to 1893." *AlterNative An International Journal of Indigenous Peoples* 5 (2009): 138–55.

Beamer, K. B., and Duarte, T. K. "I palapala no ia aina—Documenting the Hawaiian Kingdom, A Colonial Venture?" *The Journal of Historical Geography* 35 (2009): 66–86.

SELECTED PRESENTATIONS

- 2013 "Ke 'ano o ke kolea: An introduction to Hawaiian place." Conference on U.S. Recreational Water Quality Criteria: A Vision for the Future, Honolulu, Hawai'i
- 2013 "He ali'i ka 'āina." 'Aha Nauā Lelepā 'Ō'iwi Leadership Institute, Kamehameha Schools, Kailua-Kona, Hawai'i
- 2012 "Science, Culture, and Agriculture: Using the Past to Inform Our Future." Stanford University, Woods Institute for the Environment Palo Alto, California
- 2011 Plenary Speaker at Hale on Na Ali'i annual conference, Waimea, Hawai'i
- 2011 Presenter at Kava Bowl Summit, Honolulu, Hawai'i
- 2011 Presenter at Carey Conference of Ecosystem Studies, New York, New York
- 2010 Presenter at Beyond Sustainability, Kīlauea, Hawai'i
- 2010 Presenter at Puana Ka 'Ike, Keauhou, Hawai'i
- 2010 Presenter at Eia Hawai'i, Hilo, Hawai'i

- 2009 Invited Speaker on the Māhele for Honolulu Civic Club, Honolulu, Hawai'i
- 2009 Presenter at Post-Colonial Studies Conference, Waterford, Ireland
- 2009 Presenter at Landscape Surgery Seminar, Royal Holloway, University of London, London, United Kingdom.

SELECTED MEDIA APPEARANCES AND COMMENTARY

- May 16, 2014 "The Conversation," Hawai'i Public Radio
- May 9, 2014 Co-author, "He Mana'o Pono—A Statement of Support"
- August 21, 2009 "Native Hawaiians Navigating Future in a Sea of Change," live televised KHON broadcast panel on the commemoration of 50 years of Hawai'i Statehood.
- March 23, 2009 "Nā 'Ōiwi 'Ōlino—People Seeking Wisdom," radio interview on AM 940.
- April 3, 2009 "Mālama Kaua'i," radio interview on KKCR Kaua'i Radio FM 91.9
- February 9, 2009 Op-ed, "State Cannot Have Clear Title to Former Kingdom Lands," Honolulu Star-Bulletin.

HONORS AND AWARDS

- 2015 Samuel M. Kamakau Book of the Year Award, Honorable Mention in Excellence in Nonfiction, and Award of Excellence in Excellence in Hawaiian Language, Culture & History, for *No Mākou ka Mana: Liberating the Nation*, Hawai'i Book Publishers Association
- 2014 *Hawai'i Business*, "20 leaders for the next 20 years"
- 2008 – 2009 Mellon-Hawai'i Postdoctoral Fellow, The Kohala Center
- 2008 H.J. Weins Memorial Award, Best Dissertation in Geography at the University of Hawai'i at Mānoa
- 2007 – 2008 'Ōiwi Ake Akamai Predoctoral Fellow, University of Hawai'i at Mānoa
- 2006 'Imi Na'auao Graduate Scholarship, University of Hawai'i at Mānoa
- 2003 – 2004 Native Hawaiian Leadership Project, University of Hawai'i at Mānoa
- 2001 Phi Beta Kappa, University of Hawai'i at Mānoa
- 1998 Excellence in Leadership, Marymount College, CA

COMMUNITY SERVICE

- 2013 – Present Member, Commission on Water Resource Management
Department of Land and Natural Resources, Honolulu, Hawai'i
- 2012 – Present Chair of Local Advisory Panel for Waimea Middle School, Kamuela, Hawai'i
- 2006 – 2007 Assistant, Polynesian Voyaging Society. Assisted crew of the Hōkūle'a
(Hawaiian voyaging canoe) in preparation for voyages
- 2005 Geographer, Polynesian Voyaging Society. Surveyed navigational markers on
the Hōkūle'a and Hōkū'alakai (Hawaiian voyaging canoes) prior to voyage to
Northwest Hawaiian Islands
- 2003, 2005 Organizer, Kū I ka Pono March, Honolulu, Hawai'i
- 2001 – Present Farmer. Manage lo'i (wetland taro patch) restoration work in Waipi'o Valley,
Hawai'i Island
- 2001 – 2002 Limahana (aid) for 'Anakala Eddie Kaanaana (traditional Hawaiian resource
practitioner and native speaker), Ānuenue Lo'i, Hawai'i

SPECIALIZED SKILLS

- 'Ōlelo Hawai'i (Hawaiian language) – Fluent
- Lifetime of Hawaiian cultural training and practice
- Hawaiian language music composer and songwriter
- Foundational knowledge of Hawaiian resources management principles and sustainability practices.

RESUME

NEIL JACOB KAHO'OKELE HANNAHS

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SEASONED EXECUTIVE with leadership experience in organizational governance, land management, educational administration, communications, cultural programs, community building and strategic planning with a myriad of mission-driven non-profit organizations.

Major strengths include:

- *Facilitative Leadership*
- *Non-Profit Organization Governance*
- *Team-Building*
- *Multi-Value Return Land Management*
- *Social Enterprise Development*
- *Place-Based Education*
- *Strategic Planning*
- *Written/Oral Communications*
- *Conflict Resolution/Consensus Building*

PROFESSIONAL QUALIFICATIONS

Governance: Board chair, trustee and director level experience with fiduciary responsibilities for multi-million dollar assets and operations of numerous non-profit organizations has honed an understanding of the fundamental duties of care, loyalty and obedience, as well as a familiarity with the distinction between management responsibilities of governance boards and operational executives. Experience includes:

- *Hawai'i BioEnergy*, Director (2012 – present)
- *Hawaiian Islands Land Trust*, Board Chair (2012 – present)
- *Wai'anae Coast Redevelopment Corp. (Ma'o Farms)*, Treasurer (2009 – present)
- *Queen's Health System*, Trustee (2005 – 2014)
- *Moloka'i General Hospital*, Trustee (2005 – 2014)
- *Queen's Medical Center*, Trustee (2005 – 2013)
- *Polynesian Voyaging Society*, Board Chair (2006 – present)
- *Bishop Museum*, Director (2003 - 2012)
- *PBS-Hawaii*, Board Chair (1998 – 2009)

Executive Leadership: Three decades of executive level experience in directing operations, building mission-driven teams and managing in a hierarchy of delegated authority has cultivated skills in strategic alignment, goal setting, multi-million dollar profit and loss responsibility, performance management and accountability reporting.

- *Kamehameha Schools Land Assets Division*, Director Strategic Intergration (2000 – present)
- *Kamehameha Schools Region II*, Director (1997 – 2000)
- *Kamehameha Schools Kaka'ako Improvement*, Manager (1989 – 1997)
- *Kamehameha Schools Public Affairs*, Director (1982 – 1989)

Strategy & Policy: Multiple opportunities over the past twenty years to provide facilitative leadership and participate in strategic and tactical planning have developed a high level of proficiency in consultative strategic planning, as well as developing policies and tactics that offer meaningful guidance for operations. Experience includes:

- *Kamehameha Schools (KS) Strategic Plan (2000 – 2015)* – co-coordinator in developing and implementing landmark plan that has served as the roadmap for KS operations for past decade; also chaired Endowment Core Planning Team
- *Bishop Museum (2011)* – served on strategic planning committee to oversee consultant planners, providing direction and feedback on a plan to refocus on core services in the face of funding challenges
- *Lunalilo Home (2010)* – invited by trustees to offer guidance in assisting the organization to establish a vision for its identity and delivery system in a modern context
- *Queen's Health System (2006)* – board representative on Ka 'Ike Pono strategic planning committee to create an integrated plan for the Medical Center and all organizational subsidiaries as part of a migration to a corporate enterprise governance model
- *KS Endowment Tactical Plan (2003)* – member of Endowment leadership team that developed the KS Endowment tactical plan and business model to establish investment parameters, risk mitigation measures, non-economic goals and operational targets
- *Queen Lili'uokalani Children's Center (1994)* – chaired the Center's advisory council and supported QLT trustees in developing a strategic plan that recognized the impact of community development on beneficiary well-being

Land & Resource Management: Over the past decade, shifted management paradigm for agriculture and conservation lands, as well as natural and cultural resources, from land banking for economic maximization to culturally appropriate deployment and stewardship to derive an optimal balance of cultural, economic, educational, environmental and community benefits by developing policies, strategies, analytic rubrics, regional plans, interdisciplinary teams and business case for investment.

- *Hawai'i Investment Ready*, Co-Founder & Faculty (2013 – present)
- *Hawaii BioEnergy*, Director (2012 – present)
- *National Center for Ecological Analysis and Synthesis*, Working Group to Measure the Cultural Value of Ecosystem Services (2009 – 2012)
- *University of Hawai'i Sea Grant College Program*, Advisory Council (2005 – present)
- *National Science Foundation Hawai'i Experimental Program to Stimulate Competitive Research (EPSCoR)*, Statewide Steering Committee Member (2003 – 2011)
- *Kamehameha Schools Land Assets Division*, Director Strategic Intergration (2000 – present)

Real Estate Investment: Over twenty years of experience in managing real estate portfolios comprised of a diverse mix of commercial, industrial, residential, agricultural and conservation assets; multi-million dollar profit and loss responsibility, land use planning, entitlement and development; as well as leasing and asset management.

- *Queen's Health System*, Trustee (2005 – 2014)
- *Kamehameha Schools Land Assets Division*, Director Strategic Intergration (2000 – present)
- *Kamehameha Schools Region II*, Director (1997 – 2000)
- *Kamehameha Schools Kaka'ako Improvement*, Manager (1989 – 1997)

Education: Over thirty-five years of service in developing, implementing, managing and evaluating educational services designed to improve the capability and well-being of Hawaiian beneficiaries.

- *Hawai'i Investment Ready*, Co-Founder & Faculty (2013 – present)
- *First Nations Futures Program*, Founder & Co-Director (2006 – present) – post-graduate program to develop indigenous leadership for land and natural resource management in partnership with Stanford University and Maori tribal organizations
- *Āina Ulu eco-cultural education collaborations*, Founder & Director (2001 – 2011) - now providing 30,000 learner experiences annually through place-based learning programs
- *U.S. Congress Native Hawaiian Educational Assessment*, Project Director (1982 – 1984) – comprehensive assessment of Hawaiian educational achievements and needs
- *Kamehameha Schools*, Assistant to President (1977 – 1982)
- *Kamehameha Schools Extension Education*, Program Specialist (1974 – 1977)

Hawaiian Culture: Two decades of service in a variety of advisory or director positions to perpetuate Hawaiian values and practices and to integrate Hawaiian culture into academic, legal, land use decision-making and health care services.

- *Hawai'inuiakea Dean's Community Leader Advisory Circle*, Member (2011 – present)
- *University of Hawai'i Richardson School of Law Ka Huli Ao Center for Excellence in Native Hawaiian Law*, Advisory Board (2009 – present)
- *Queen's Health System Native Hawaiian Health Committee*, Vice-Chair (2005 - 2014)
- *Polynesian Voyaging Society*, Board Chair (2006 - present)
- *Bishop Museum*, Board Director (2003 - 2012)
- *Hawai'i State Legislature, Public Access and Shoreline Hawai'i (PASH)*, Study Group (1996 – 1997) – government, business and cultural representatives convened to accommodate traditional Hawaiian practices within a framework of western property rights and real estate transactions

Community-Building: Over thirty-five years of experience in forging community-based relationships, understanding issues, assessing needs, developing programs to foster productive and thriving communities.

- *Hawai'i Investment Ready, Co-Founder & Faculty (2013 – present)*
- *Wai'anae Coast Redevelopment Corp. (Ma'o Farms), Board Director (2009 – present)*
- *U.S. Army Garrison Commander, Native Hawaiian Advisory Council (2008 – present)*
- *Kamehameha Schools Land Assets Division, Director Strategic Intergration (2000 – present)*
- *Kamehameha Schools Strategic Plan, Co-Coordinator (1998 – 2000)*
- *Kamehameha Schools Public Affairs, Director (1982 – 1989)*
- *Kamehameha Schools, Assistant to President (1977 – 1982)*
- *Kamehameha Schools Extension Education Division, Program Specialist (1974 – 1977)*

EMPLOYMENT HISTORY

Kamehameha Schools Land Assets Division, Director Strategic Intergration (2000 – Present)

Responsible for managing 358,000 acres of Hawai'i agriculture and conservation lands in a culturally appropriate manner as a Sustainability Assets Class to improve capabilities and well-being of people of Hawaiian ancestry by achieving an optimal balance of cultural, economic, educational, environmental and community benefits.

Key Accomplishments

- Directed realignment of regional departments, profit centers and personnel into newly formed division with unique mission to generate economic, educational, cultural, environmental and community benefits
- Managing inter-disciplinary staff of 52, responsible for regional land assets, strategic resources, water resources, land information system, land legacy resources, and cultural, environmental and educational programs
- Responsible for fiscal performance and profitability of multi-million dollar budget
- Led team-development of first-ever Strategic Agricultural Plan integrating commodity value chain analysis with land use planning
- Led team-development of first-ever Natural and Cultural Resource Management Plans that link the care of natural resources to cultural lineage, worldview and identity, as well as perpetual sustainability
- Created 'Āina Ulu place-based education partnerships now providing 55,000 economic opportunities annually through learning programs based on natural and cultural resource management
- Catalyzed development of 100 MW of renewable energy
- Acquired lands of ancestral significance around Kamehameha birthsite and other sites

Kamehameha Schools Region II, Director (1997 – 2000)

Responsible for management area encompassing 50,000 acres of land on O'ahu's Windward and North Shore, Kaua'i, Maui and Moloka'i. Lands encumbered by approximately 2,000 leases for commercial, industrial, residential, agricultural and conservation uses.

Key Accomplishments

- Facilitated KS strategic planning and chaired Endowment Core Planning Team
- Negotiated commercial and residential lease rent settlements that doubled profit center net operating income over two fiscal years
- Managed transition of plantation lands to diversified agriculture and issued land use agreements to support creation of a new agricultural economy
- Initiated program to develop database of cultural and historic resources related to KS land
- Provided leadership in creating and joining watershed management partnerships to enact proactive management programs for conservation lands through partnerships that leverage external resources

- Mediated statewide government, business and cultural interests to find ways to accommodate traditional Hawaiian practices within a framework of western property rights and real estate transactions

Kamehameha Schools Kaka'ako Improvement, Manager: (1989 – 1997)

Responsible for master planning, obtaining entitlement and managing development of fifty-four acres of urban core real estate.

Key Accomplishments

- Developed master plan and obtained regulatory entitlement to create up to eight million square feet of new office, retail, residential and industrial floor area
- Directed due diligence and negotiations resulting in real property exchanges and acquisitions valued in excess of \$80 million
- Coordinated production of Offering Memorandum for a \$100 million medium term note financing program involving financial management staff, investment banking advisors and national credit rating agencies

Kamehameha Schools Public Affairs, Director (1982 – 1989)

Responsible for creating and directing new department to manage government affairs, communications, media representation, public relations, issues management, strategic planning and Centennial commemoration activities.

Key Accomplishments

- Managed advocacy campaign for a major land use ballot referendum and annual budgets of over \$1 million
- Coordinated strategic planning activities and developed strategies to promote satisfactory resolution of key issues and controversies involving internal and external constituencies
- Served as primary legislative advocate and developed statewide citizens support network

Kamehameha Schools, Assistant to President (1977 – 1982)

Responsible for directing school communications programs; managing relations with parent, alumni and Hawaiian organizations; providing education planning and federal advocacy support; and serving as Project Director for congressionally mandated Native Hawaiian Educational Assessment Project involving blue ribbon panel of national and local educational experts.

Key Accomplishments

- Directed educational assessment and advocacy efforts resulting in millions of dollars of Congressional appropriations to support programs to address Hawaiian needs
- Restored dissident parent group's support of KS policies and student needs

Kamehameha Schools Extension Education, Program Specialist (1974 – 1977)

Responsible for assessing Hawaiian community needs and instituting community-based programs to address critical educational requirements.

Key Accomplishments

- Established and managed over twenty programs in Hawaiian communities statewide
- Initiated KS study of the needs and benefits of pre-kindergarten education for Hawaiians

EDUCATION

Degree Programs:

- *Stanford University* - Master of Arts, Secondary Education
- *Stanford University* - Bachelor of Arts, Political Science
- *Kamehameha Schools* - Graduate

Other Development Programs:

- *Certified Commercial Investment Members* - Market Analysis for Commercial Real Estate
- *Certified Commercial Investment Members* - Fundamentals of Real Estate Investment & Taxation
- *Urban Land Institute* - The Real Estate Development Process: I & II
- *Urban Land Institute* - Mixed-Use Real Estate Development
- *Urban Land Institute* - Real Estate Project Management
- *American Management Association* - The Management Course: I, II, III & IV
- *Kealahoe Hawaiian Language Classes* – Intermediate Level

OTHER RELATED PROFESSIONAL & COMMUNITY SERVICE

- *Schifrin Symphony #1: Lili'uokalani* - Executive Producer
- *Hui Hānai* – Past President
- *Kaka'ako Improvement Association* – Past President
- *Land Use Research Foundation* – Past President
- *Historic Hawai'i Foundation* – Past Vice-President
- *Pacific Islanders in Communication* – Past Treasurer

REFERENCES AVAILABLE UPON REQUEST

FAMILY

Mariane Holu Hannahs – Wife

- *Kamehameha Schools* – Resource Teacher
- *Stanford University* - Master of Early Education
- *Stanford University* - Bachelor of Developmental Psychology
- *Kamehameha Schools* - Graduate

Kaho'okeleholu Kale Hannahs – Son

- *Office of Hawaiian Affairs* – researcher/analyst & creator of Papakilo Database
- *Performing Artist* – multi Nā Hōkū Hanohano Award recipient ('Ale'a & Waipuna)
- *University of Hawai'i – Mānoa* - Bachelor of Hawaiian Studies
- *Kamehameha Schools* - Graduate

Kalikolihau Hannahs Paik – Daughter

- *Hula Kūpuna Productions, LLC* – Co-Owner
- *Performing Artist* – multi Nā Hōkū Hanohano Award recipient (Kūpaoa)
- *Hawai'i State Bar Association* – Licensed Member
- *University of Hawai'i Richardson School of Law* - Doctor of Jurisprudence with certificate in Native Hawaiian Rights
- *University of Hawai'i Shidler School of Business* - Master of Business Administration
- *University of Hawai'i – Mānoa* - Bachelor of Hawaiian Studies
- *University of Hawai'i – Mānoa* - Bachelor of Business Administration
- *Kamehameha Schools* - Graduate

Moanilei'awapuhi Hannahs – Daughter

- *Lily Lotus* - Administrative Director
- *Hawai'i Pacific University* - Bachelor of Visual Communications Cum Laude
- *Kamehameha Schools* - Graduate