

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Land Division  
Honolulu, Hawaii 96813

October 23, 2015

Board of Land and Natural Resources  
State of Hawaii  
Honolulu, Hawaii

PSF No. 15MD-167

Maui

Review and Approval of After-the-Fact Right-of-Entry Permit to Gary D. Stice to Access Government Lands for Music Concert Parking Purposes, Haneoo, Hana, Maui, Tax Map Key: (2) 1-4-007:009 por.

APPLICANT:

Gary D. Stice

LEGAL REFERENCE:

Sections 171-55, Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands of Haneoo, Hana, Maui identified by Tax Map Key: (2) 1-4-007:009 por., as shown on the attached map labeled Exhibit A.

AREA:

50,000 sq. ft., more or less.

ZONING:

State Land Use District: Conservation

CURRENT USE STATUS:

Portion Encumbered by Revocable Permit No. S-7608 to William Jacintho, Lessee, for pasture purposes.

Portion Encumbered by Land Office Deed 28679 to Hana Beachfront Associates for access and utility easement purposes.

CHARACTER OF USE:

Temporary vehicle parking purposes.

TERM OF RIGHT-OF-ENTRY:

One day. September 12, 2015

CONSIDERATION:

Total = \$6,000.00 (six thousand dollars)

50,000 sf \* \$0.10 per sf \* 1 day = \$5,000 + \$1,000 surcharge for late request  
(Note: Cost determined by BLNR ROE policy dated June 14, 2013 Item D-11).

APPLICANT REQUIREMENTS:

Applicant shall be required to pay consideration to the State of Hawaii within 30 days from the date of Board approval.

REMARKS:

On Wednesday, September 9, 2015 the State Department of Land and Natural Resources (DLNR), Maui District Land Office (MDLO), was contacted via telephone and electronic mail (Exhibit B) by Lieutenant William Hankins, Hana District Supervisor for the Maui Police Department (MPD) encouraging the State to work with them to oversee and manage unauthorized activities that would occur pursuant to announcement of a Reggae on the Beach Concert event being promoted by Hana Badah Productions, an organization not registered with the State Department of Commerce and Consumer Affairs, represented by Gabriel Ribillia, James Pu, and Erik Nelson and a Representative of the Lawful Hawaiian Government, Nobleman Russell Kahookele. The event was being planned to occur on property adjacent to the subject government lands situate at Tax Map Key No. (2) 1-4-008:001 on Saturday, September 12, 2015. MPD brought to our attention that government lands were to be used for concert event parking by over 300 participants that were expected to attend the event. According to a flyer posted at the local grocery store, Hasegawa General Store, cost to attend the event was \$25 in advance and \$30 at the door. Food and drinks were to be sold. (Exhibit C) The event was held pursuant to conclusion of the Hana Relay earlier that day. The Hana Relay is one of the larger community events that occur in the Hana District on an annual basis with over 500 participants that include both runners and support teams. MPD encouraged the DLNR to work with the event coordinators to allow for event parking, despite the last minute notifications, in order to help alleviate roadside parking and related traffic congestion along Haneoo Road. Four (4) DLNR Officers from the Division of Conservation and Resource Enforcement were authorized overtime and assigned to assist the

Maui Police Department in the management and oversight of the use of government lands.

MDLO staff attempted to contact and work with two of the event coordinators, Ribillia and Pu, to issue a right-of-entry permit and to get the appropriate liability insurance coverage in time for the event. Event coordinators that were contacted failed to respond in a timely manner. As a result, MDLO staff contacted the landowner for the parcel that would be hosting the event, Mr. Gary D. Stice. Pursuant to a telephone conversation with Mr. Stice on Friday September 11, 2015, it was our understanding that Mr. Stice may not have been aware of the proposed concert set for Saturday, but was aware of ongoing commercial activities that occur on his private property that often spill over onto the adjacent government lands.


Because the adjacent private property is not able to handle the volume of cars that was anticipated to transport event goers to the site, the MDLO offered Mr. Stice, and Stice accepted, issuance of a Right of Entry Permit for the event that included an area designated for parking seaward of Haneoo Road up to the shoreline at parcel 009 encumbering 50,000 square feet (over 1 acre) more or less for parking purposes. MDLO staff made it clear that issuance of standard insurance coverage naming the State of Hawaii as additional insured would be required prior to issuance of the permit and that standard conditions included no consumption of alcohol or camping within the permit area (Exhibit D).

Furthermore, Mr. Stice was provided a copy of the permit that indicated the consideration amount of \$6,000. MDLO staff did explain consideration amounts are set by Board policy. Board policy states that rent for commercial use of government lands are set at 10 cents per square foot per day plus a \$1,000 surcharge for late request. Mr. Stice did object to consideration amount stating that he was not aware of the event in advance of our outreach to him. However, Mr. Stice did sign the permit and remit a copy of the necessary insurance coverage in a timely manner. We advised him that this matter and its related fee would be presented to the Board of Land and Natural Resources at an upcoming hearing and that he would have an opportunity to address the Board and make an appeal in regards to his situation.

RECOMMENDATION:

That the Board review and approve after-the-fact issuance of a right-of-entry permit to Gary D. Stice and related consideration of \$6,000 due to the State of Hawaii for use of the subject area for commercial activities that occurred, on adjacent private property identified as TMK (2) 1-4-008:001, on September 12, 2015.

Respectfully Submitted,

  
Daniel Ornellas  
District Land Agent

APPROVED FOR SUBMITTAL:

  
\_\_\_\_\_  
Suzanne D. Case, Chairperson





**EXHIBIT A**







**Fw: Hana Concert 9-12**

**Clarence M Yamamoto** to: Daniel L Ornellas, Larry J Pacheco  
Cc: Brooks H Tamaye, Howard J Rodrigues, Erik T Vuong

09/09/2015 08:56 AM

From: Clarence M Yamamoto/DLNR/StateHiUS  
To: Daniel L Ornellas/DLNR/StateHiUS@StateHiUS, Larry J Pacheco/DLNR/StateHiUS@StateHiUS,  
Cc: Brooks H Tamaye/DLNR/StateHiUS@StateHiUS, Howard J Rodrigues/DLNR/StateHiUS@StateHiUS, Erik T Vuong/DLNR/StateHiUS@StateHiUS

FYI,

Info from Hana PD regarding an event that will take place on the Hana relay date. Hankins mentions wanting to allow people to park on DLNR land. Will come up to discuss.

Matt

----- Forwarded by Clarence M Yamamoto/DLNR/StateHiUS on 09/09/2015 08:58 AM -----

From: "William W. Hankins"  
To: "Victor K. Ramos"  
Cc: "Edith N.T. Quintero" "Nicholas P Krau"  
Date: 09/08/2015 05:38 PM  
Subject: Hana Concert 9-12

---

I met with the concert promoter today. There are three individuals who make up "Hana Bahdah Productions". Gabriel RIBILLIA, James PU, and lastly Erik NELSON

These three individuals are promoting REGGAE ON THE BEACH on Saturday September 12<sup>th</sup>, 2015 from 1800 – 0000 hours. The event will take place at Gary Stice's property at the end of Koki Beach off of Haneoo Road. (This is the area where Russell Kahookele has his Huli huli chicken stand). They are expecting a crowd of 300-350 people to attend this event. The plan was to charge a pre-sale of \$25 or \$30 at the door for this event. Once inside there will be food trucks available and liquor (beer/Rum & coke and vodka & juice) available for purchase.

After speaking today with Gabriel Ribilla he has decided to abandon the selling of alcohol for this event. The plan now is to still charge to enter the event but make it a BYOB and have a designated area inside for those who elect to bring coolers. No alcohol will be served by the promoters or food vendors. All those entering the event with a cooler will need to show proof of age via a valid ID. Those showing proof of drinking age will be given a green band and those who are under 21 will have a blue band. There will be a team of 9-12 security personnel monitoring the gate, the dance floor, stage, and areas designated for coolers. Parking was planned at the lot belonging to DLNR and at this point I would recommend this area be authorized for parking as pushing the vehicles onto the shoulder of Haneoo Road will only cause more problems than solutions.

I informed Mr. Ribillia that Liquor inspectors, State Enforcement officers as well as MPD would be in the area and enforcement would be very strict. Mr. Ribilia welcomed the enforcement as he wants a successful event with no issues. Mr. Ribillia is apparently trying to make this an annual event to coincide with the Hana Relay.

**Exhibit B-1**

Lastly, I spoke with Mr. Ribillia about better planning these types of events and making sure he reaches out to law enforcement and other interested organizations that may be affected by hosting such a large scale event.

Should there be any questions or concerns anyone may have please feel free to contact me anytime. I along with Sgt Quintero will be closely monitoring the Hana Relay and this concert event. We truly appreciate everyone's help with ensuring voluntary compliance with all laws and ordinances to make this day safe for all involved.

*Lieutenant Wm. Hankins  
Maui Police Department  
Hana District Commander  
4611 Hana Highway*



Hana Bahdah Productions &  
Young Hawaii  
presents!

## Reggae on the Beach

Performances by: Kaipo Kapua,  
Josh Tatofi, Siaosi, ELI-MAC and  
more!

Saturday, September 12,

@ Koki in Hana Maui.

Doors open at 6:00pm

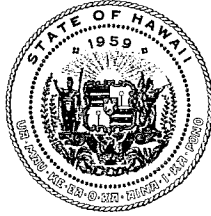
\$25 pre sale and \$30 at the door

This is a rain or shine event, there will be food  
and drinks for sale, NO COOLERS.  
Beach chairs are welcome.

EXHIBIT # 6



DAVID Y. IGE  
GOVERNOR OF  
HAWAII



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

September 11, 2015

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

KEKOA KALUHIWA  
FIRST DEPUTY

JEFFREY T. PEARSON  
DEPUTY DIRECTOR - WATER

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

**RIGHT-OF-ENTRY PERMIT**

ROE #4191

Mr. Gary D. Stice, Agent  
Hana Beachfront Associates  
46-535 Haiku Plantation Place  
Kaneohe, HI 96744

Aloha Mr. Stice,

**SUBJECT:** Issuance of a Right-of-Entry Permit to Gary D. Stice, in Conjunction with Hana Bahdah Production's Reggae On the Beach Concert for Vehicle Parking Purposes, at Hamoa, Haneoo, Hana, Maui, TMK (2) 1-4-007: Portion of 009.

Pursuant to our telephone conversation today, Friday September 11, 2015, it is our understanding that you are aware of the proposed concert event, referred to as Reggae on the Beach, being promoted by Hana Badah Productions (i.e. Russell Kahookele, Gabriel Ribillia, James Pu, and Erik Nelson) that shall be occurring on your private property situate at Tax Map Key No. (2) 1-4-008:001 in Hana Maui on Saturday evening, September 12, 2015 with over 300 to 500 participants (many of whom are spectators and contestants in the Hana Relay happening this weekend) expected to attend. Because your property is not able to handle the volume of cars that will most likely be transporting them to this event, Lt. Hankins of the Maui Police Department is encouraging the State to work with you to allow for vehicle parking for this commercial event on government lands to help alleviate roadside parking and related traffic congestion along Haneoo Road. The area designated for parking shall consist of unencumbered government lands seaward of Haneoo Road up to the shoreline at parcel 009. The area to be utilized for parking purposes is 50,000 square feet (over 1 acre) more or less. You and the event promoters are hereby advised that there shall be no consumption of alcohol or camping on the subject government lands throughout this event. You and the agents acting on your behalf shall ensure that this restriction is enforced. Please see the proposed area of use totaling 50,000 sq. ft. (more or less) depicted on the attached map labeled Exhibit "A". Board policy sets the rent for commercial use of unencumbered lands at 10 cents per square foot per day plus a \$1,000 surcharge for late request. Therefore your rent is six thousand dollars (\$6,000). This request and the related fee may be presented to the Board of Land and Natural Resources at an upcoming hearing if you have any concerns that you may need to address to the Board.

**EXHIBIT "D-1"**

Pursuant to the authority granted by the Board of Land and Natural Resources at its meeting of September 28, 2001 (Item D-4) and June 14, 2013 (Item D-11), Gary D. Stice is hereby granted a Right-of-Entry permit to utilize a portion of unencumbered land consisting of approximately 50,000 square feet in the area shown on the attached map labeled Exhibit "A", subject to the following terms and conditions:

1. This right-of-entry shall be for the use of the subject area from September 12, 2015 at 10:00am through 10:00am on September 13, 2015.
2. Gary D. Stice (for Hana Bahdah Productions) shall procure at its own expense, and maintain during the entire period of this right-of-entry, from an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-" or other comparable and equivalent industry rating, a policy or policies of comprehensive public liability insurance or its equivalent, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy shall be filed with the State of Hawaii, Department of Land and Natural Resources. The insurance shall cover the entire premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the premises in the use or control of Gary D. Stice (for Hana Bahdah Productions). Gary D. Stice (for Hana Bahdah Productions) shall furnish the Department with a certificate(s) showing the policy(s) to be initially in force, keep certificate(s) on deposit during the entire period and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited to scope of coverage, or nonrenewed until written notice has been given to the Department. The Department shall retain the right at any time to review the coverage, form, and amount of the insurance required. If, in the opinion of the Department, the insurance provisions in this right-of-entry do not provide adequate protection for the Department, the Department may require Gary D. Stice (for Hana Bahdah Productions) to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The Department's requirements shall be reasonable but be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The Department shall notify Gary D. Stice (for Hana Bahdah Productions) in writing of changes in the insurance requirements and Gary D. Stice (for Hana Bahdah Productions) shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the Department incorporating the changes within receipt of the notice. The procuring of the required policy(s) of insurance shall not be construed to limit Gary D. Stice (for Hana Bahdah Productions) liability under this right-of-entry nor to release or relieve Gary D. Stice (for Hana Bahdah Productions) of the indemnification provisions and requirements of this right-of-entry. Notwithstanding the policy(s) of insurance, Gary D. Stice (for Hana Bahdah Productions) shall be obligated for the full and total amount of any damage, injury, or loss caused by Gary D. Stice (for Hana Bahdah Productions) negligence or neglect connected with this right-of-entry.



ROE to Gary D. Stice  
For Parking Purposes Only

3. At all times herein, Gary D. Stice (for Hana Bahdah Productions) shall keep the right-of-entry area or premises in a strictly clean, sanitary and orderly condition.
4. Payment of \$5000.00 rental fee, based on: (50,000 square feet x .10 per square feet x 1 day = \$5000.00) plus \$1,000 surcharge for late request. TOTAL FEE = \$6,000.
5. At all times herein, Gary D. Stice (for Hana Bahdah Productions) shall keep the right-of-entry area or premises in a strictly clean, sanitary and orderly condition.
6. Gary D. Stice (for Hana Bahdah Productions) shall be responsible for cleaning and restoring the area or premises to its original condition or a condition satisfactory to the Department of Land and Natural Resources upon completion of the day's event. All trash shall be removed from the area or premises.
7. Gary D. Stice (for Hana Bahdah Productions) shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws applicable to the right-of-entry area or premises, now in force or which may be in force.
8. Gary D. Stice (for Hana Bahdah Productions) shall indemnify, defend, and hold the State of Hawaii, Department of Land and Natural Resources harmless from and against any claim or demand for loss, liability, or damage, including claims for bodily injury, wrongful death, or property damage, arising out of or resulting from: (1) any act or omission on the part of Gary D. Stice (for Hana Bahdah Productions) relating to Gary D. Stice (for Hana Bahdah Productions) use, occupancy, maintenance, or enjoyment of the right-of-entry area or premises; (2) any failure on the part of Gary D. Stice (for Hana Bahdah Productions) to maintain the right-of-entry area or premises and areas adjacent thereto in Gary D. Stice (for Hana Bahdah Productions) use and control, and including any accident, fire or nuisance, growing out of or caused by any failure on the part of Gary D. Stice (for Hana Bahdah Productions) to maintain the area or premises in a safe condition; and (3) from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of Gary D. Stice (for Hana Bahdah Productions) non-observance or non-performance of any of the terms, covenants, and conditions of this right-of-entry or the rules, regulations, ordinances, and laws of the federal, state, municipal or county governments.
9. No alcoholic beverages will be served or permitted in the right-of-entry area or premises.
10. Gary D. Stice (for Hana Bahdah Productions) will be responsible for providing security for the right-of-entry area or premises during this event.
11. Gary D. Stice (for Hana Bahdah Productions) shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Gary D. Stice (for Hana Bahdah Productions) shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for

the storage and use of such materials, nor allow to be brought onto the right-of-entry area or premises any such materials except to use in the ordinary course of Gary D. Stice (for Hana Bahdah Productions) business, and then only after written notice is given to the State of Hawaii, Department of Land and Natural Resources of the identity of such materials and upon the Department's consent which consent may be withheld at the Department's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Gary D. Stice (for Hana Bahdah Productions), then the Gary D. Stice (for Hana Bahdah Productions) shall be responsible for the cost thereof. In addition, Gary D. Stice (for Hana Bahdah Productions) shall execute affidavits, representations and the like from time to time at the Department's request concerning Gary D. Stice (for Hana Bahdah Productions) best knowledge and belief regarding the presence of hazardous materials on the right-of-entry area or premises placed or released by Gary D. Stice (for Hana Bahdah Productions).

12. Gary D. Stice (for Hana Bahdah Productions) agree to indemnify, defend and hold the State of Hawaii, Department of Land and Natural Resources harmless, from any damages and claims resulting from the release of hazardous materials on the right-of-entry area or premises occurring while Gary D. Stice (for Hana Bahdah Productions) is/are in possession, or elsewhere if caused by Gary D. Stice (for Hana Bahdah Productions). These covenants shall survive the expiration or earlier termination of this right-of-entry.

For purposes of this right-of-entry, "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

13. Gary D. Stice (for Hana Bahdah Productions) in the exercise of this right-of-entry shall use appropriate precautions and measures to minimize inconveniences to surrounding residents, landowners, and the public in general.
14. All disputes or questions arising under this right-of-entry shall be referred to the Chairperson of the Board of Land and Natural Resources for a determination and resolution of the dispute or question. The Chairperson's decision shall be final and binding on the parties herein.
15. This right-of-entry or any rights hereunder shall not be sold, assigned, conveyed, leased, let, mortgaged or otherwise transferred or disposed.
16. The Department of Land and Natural Resources reserves the right to impose additional, but responsible terms and conditions as it deems necessary while this right-of-entry is in force.



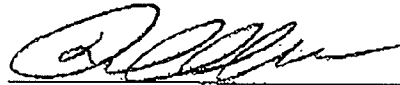
ROE to Gary D. Stice  
For Parking Purposes Only

Should you agree to the above terms and conditions, kindly sign in the space provided below and submit the following to the Land Division Office:

1. Copy of the signed acceptance below;
2. Payment of the \$6,000.00 rental fee for the permit area. (Checks should be made payable to the "Department of Land and Natural Resources".)

Should you have any questions, please contact the Maui District Land Office at 984-8103.

Sincerely,



Daniel Ornellas, District Land Agent

ACCEPTED:



Gary D. Stice

Date: 11 Sept., 2015

cc: Maui Police Department – Hana District  
Maui DOCARE



HWBEA-1

OP ID: SG

**CERTIFICATE OF LIABILITY INSURANCE**

DATE (MM/DD/YYYY)

09/11/2015

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Aloha Insurance Services, Inc. 75-5931 Wai'alea Rd. Kailua-Kona, HI 96740 TJ Kona, Inc.		<b>Phone:</b> 808-334-0044 <b>Fax:</b> 808-334-0115		<b>CONTACT NAME:</b> <b>PHONE (A/C, No, Ext):</b> <b>FAX (A/C, No):</b> <b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> Hawaii Beachfront Vacation Homes Garv & Apolonia Stice  Kaneohe, HI 96744		<b>INSURER(S) AFFORDING COVERAGE</b>				<b>NAIC #</b>
		INSURER A : Covington Specialty Ins. Co.				13027
		INSURER B : National Union Fire Ins Co				19445
		INSURER C :				
		INSURER D :				
		INSURER E :				
		INSURER F :				

**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY					EACH OCCURRENCE	\$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	<input checked="" type="checkbox"/>	VBA34514800	04/18/2015	04/18/2016	DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
	<input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person)	\$ 5,000
						PERSONAL & ADV INJURY	\$ 1,000,000
						GENERAL AGGREGATE	\$ 2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PRODUCTS - COMP/OP AGG	\$ 2,000,000
	<input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC						\$
	AUTOMOBILE LIABILITY					COMBINED SINGLE LIMIT (Ea accident)	\$
	<input type="checkbox"/> ANY AUTO					BODILY INJURY (Per person)	\$
	<input type="checkbox"/> ALL OWNED AUTOS	<input type="checkbox"/> SCHEDULED AUTOS				BODILY INJURY (Per accident)	\$
	<input type="checkbox"/> HIRED AUTOS	<input type="checkbox"/> NON-OWNED AUTOS				PROPERTY DAMAGE (Per accident)	\$
							\$
B	UMBRELLA LIAB	<input type="checkbox"/> OCCUR				EACH OCCURRENCE	\$ 3,000,000
	EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE	EBU012179212	04/18/2015	04/18/2016	AGGREGATE	\$ 3,000,000
	DED <input type="checkbox"/> RETENTION \$						\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY	<input type="checkbox"/> Y/N	ALOHA INSURANCE SERVICES, INC.			WC STATUTORY LIMITS	OTH-ER
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	<input type="checkbox"/> N/A	(Surplus Lines Broker License #200862)			E.L. EACH ACCIDENT	\$
	If yes, describe under DESCRIPTION OF OPERATIONS below					E.L. DISEASE - EA EMPLOYEE	\$
						E.L. DISEASE - POLICY LIMIT	\$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

RE: LOD S-28679, TMK: 2-1-4-008-001 Hana Beachfront Vacations

The State of Hawaii, DLNR, Land Division, is named as Additional Insured with respect to the easement for Haneo'o Road, Hana, HI.

**CERTIFICATE HOLDER**

STD LNR

State of Hawaii-DLNR  
Land Division  
P.O. Box 621  
Honolulu, HI 96809

**CANCELLATION**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2010 ACORD CORPORATION. All rights reserved.

ACORD 25 (2010/05)

The ACORD name and logo are registered marks of ACORD

**EXHIBIT "D-2"**



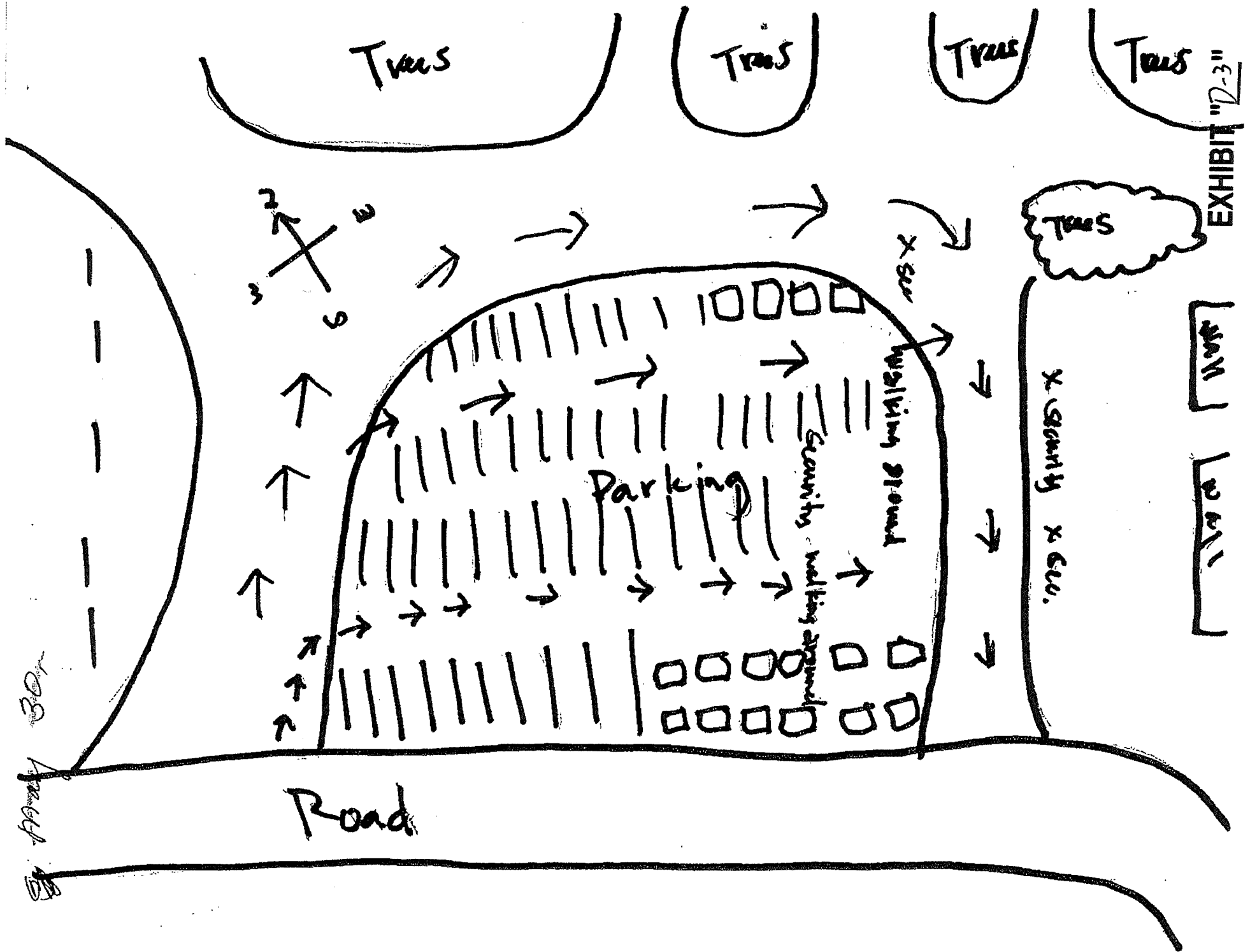


EXHIBIT "D-3"

WALK

Fwd Copy to Land Div. c/f 7/22/15

State of Hawaii   Department of Land and Natural Resources   Division of Conservation and Resources Enforcement			
INVESTIGATION # 16-0729-MA	Lead Investigator Cahill, Ronald	Report Status In Progress	<div style="text-align: center; font-size: 2em; font-weight: bold;">COPY</div> <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
Date/Time Reported 09/12/2015 06:30PM	Location Koki Beach Park	Classification State Unencumbered Lands Prohibitions	Connecting Reports

## Investigation Report

BASIC	1. CLASSIFICATION State Unencumbered Lands Prohibitions						2. SOURCE On Beat		
	3. COMPLAINANT'S NAME Ronald Cahill			4. SEX	5. RACE	6. AGE	7. BIRTH DATE	8. OCCUPATION	
	9. ADDRESS			10. PLACE EMPLOYED/SCHOOL ATTENDING		11. HOME	12. WORK	13. CELL	
	14. LOCATION OF INCIDENT/INTERSECTING STREET Koki State Unencumbered Lands					15. DATE/TIME OCCURRED 09/12/2015 06:30PM		16. DATE/TIME REPORTED 09/12/2015 06:30PM	
VEHICLES	17. TYPE	18. YEAR	19. MAKE	20. MODEL	21. COLOR	22. LICENSE / HA No.		23. LENGTH	24. STOLEN
	25. REGISTERED OWNER		26. ADDRESS			27. HOME	28. WORK	29. CELL	
	30. NOTES								
	31. TYPE	32. YEAR	33. MAKE	34. MODEL	35. COLOR	36. LICENSE / HA No.		37. LENGTH	38. STOLEN
PEOPLE	39. REGISTERED OWNER		40. ADDRESS			41. HOME	42. WORK	43. CELL	
	44. NOTES								
	45. NAME			46. SEX	47. RACE	48. AGE	49. BIRTH DATE	50. OCCUPATION	
	51. CATEGORY		52. ADDRESS				53. HOME	54. WORK	55. CELL
SYNOPSIS	56. NAME			57. SEX	58. RACE	59. AGE	60. BIRTH DATE	61. OCCUPATION	
	62. CATEGORY		63. ADDRESS				64. HOME	65. WORK	66. CELL
	67. NAME			68. SEX	69. RACE	70. AGE	71. BIRTH DATE	72. OCCUPATION	
	73. CATEGORY		74. ADDRESS				75. HOME	76. WORK	77. CELL
WRITER	78. SYNOPSIS A/A: On 9-12-15 at about 1830 hours, I responded to the area of Koki Beach and adjacent state unencumbered lands. Assigned with other DOCARE / MPD / Federal Park Rangers & Liquor Commission Agents, to monitor and take appropriate action related to possible issues that may arise related to an advertised / scheduled beach concert to take place on adjacent private lands on this date from about 1800 - 2400 hours. OBSERVATIONS UPON ARRIVAL: Upon arrival to the area of (not signed) state unencumbered lands that had been designated as the parking area for the event, I observed several vehicles parked on the ocean side of the lot. Upon making contact with people near and around those vehicles, I observed several of the people to be in possession of alcoholic beverage containers. OFFICER'S ACTIONS: I apprised all parties of their presence on state unencumbered lands and the prohibitions regarding alcohol. All parties related understanding and would comply. NOTE: The aforementioned contact was done prior to the start of the concert / event and most of the people contacted were not connected and or planning to attend the event. The designated parking lot was secured via a DLNR Land Division issued permit. The possession and transport of alcohol from those parked vehicles within the p-lot then into the event was therefore deemed permissible. NO OTHER VIOLATIONS OBSERVED: No other violations were observed throughout the event and up to closure at 2400 hours. DISPOSITION: Records.								
	79. REPORT WRITTEN BY Cahill, Ronald		80. BADGE No. 249	81. DATE/TIME WRITTEN 09/16/2015 04:00PM		82. SUPERVISOR APPROVING Vuong, Erik		83. DATE/TIME APPROVED 9/17/15 0730	84. BADGE No. 179
	85. DISPOSITION								

EXHIBIT "E"