

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

August 11, 2017

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

PSF No.: 17MD-049

Maui

Set Aside to County of Maui for Community Center Purposes, Kaupō, Hana, Maui, Tax Map Key: (2) 1-7-002:015.

APPLICANT:

County of Maui

LEGAL REFERENCE:

Section 171-11, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government lands of Maalo-Kaumakalua situated at Kaupō, Hana, Maui, identified by Tax Map Key: (2) 1-7-002:015, as shown on the attached map labeled Exhibit 1.

AREA:

2.214 acres, more or less.

ZONING:

State Land Use District: Agricultural
County of Maui CZO: Agricultural

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act: YES

CURRENT USE STATUS:

The Kaupō Community Association, Inc. holds a revocable permit RP S-7863 for the subject property (Exhibit 2).

PURPOSE:

Community Center and ancillary purposes

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

This action before the Board is merely a transfer of management jurisdiction and does not constitute a use of State lands or funds, and therefore, this action is exempt from the provisions of Chapter 343, HRS, relating to environmental impact statements. Inasmuch as the Chapter 343 environmental requirements apply to Applicant's use of the lands, the Applicant shall be responsible for compliance with Chapter 343, HRS, as amended. An exemption notification letter is attached (Exhibit 3).

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Provide survey maps and descriptions according to State DAGS standards and at Applicant's own cost.

REMARKS:

Kaupō School was built in 1923 and the two-room classroom was a hub for the community until it closed in the 1960's. It has continued to be the center of the Kaupō community as it is one of the few buildings in the area. It has been the site of weddings, funerals, and baby luau, as well as a sanctuary for locals and visitors who often become stranded on the rural dirt road during storms. The school is listed on the National Register of Historic Places and is beloved by the kama'aina of the Hana district. Many people in the neighboring East Maui villages of Kipahulu, Hana, and Keanae are descendants of former students of the school and it is an important landmark for travelers in an area where there are very few.

The school building and teacher's cottage are in severe disrepair and have become dilapidated and unusable over the course of many years. The Kaupō Community Association Inc. applied for and was granted a revocable permit (RP S-7863) from DLNR in 2015 for the purpose of maintaining the property and restoring the old buildings so they can once more be utilized by the community in the near future. The revocable permit held by Kaupō Community Association, Inc. is the only encumbrance on record.

This executive order is requested at this time for the purpose of continuing the restoration of the subject property with the goal of utilizing the old school as a community center via a lease from County of Maui to the Kaupō Community Association, Inc., a 501(c)(3)

non-profit. These types of leases are normally issued by the county of the community wishing to utilize the property, and therefore, the County of Maui is the appropriate agency to assume management of the subject property.

Although the parcel is zoned Agricultural, the property has only been used as a school since 1923 and due to the rural nature of the surrounding communities, it has become an informal community center out of necessity. The proposed use of this land and its historic buildings for a community center is the most appropriate, highest and best use. The majority of the parcel is lawn/grassy areas combined with trees and shrubs, including coconut, naupaka, haole koa, kiawe, and more. Under the Revocable Permit, Kaupō Community Association, Inc. has been maintaining and improving the landscape of the property and will continue to do so.

The County of Maui provided comments through the Office of the Mayor and a resolution from the County Council supporting the set aside, which are attached as Exhibit 4. Request for agency comments was sent out to relevant agencies, dated May 15, 2017. Four (4) agencies responded to the request in writing, three (3) of which had no comment on the proposed transfer of management. The State Historic Preservation Division of DLNR provided comments regarding the historic nature of the subject property and asserted that any restoration or renovation of the historic structures will be subject to HRS Chapter 6E-8 review. All comment letters that were received in response to this proposed action are attached as Exhibit 5.

RECOMMENDATION:

That the Board, subject to Applicant fulfilling the Applicant Requirements above:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Approve of and recommend to the Governor the issuance of an executive order setting aside the subject lands to County of Maui under the terms and conditions cited above, which are by this reference incorporated herein and subject further to the following:
 - A. The standard terms and conditions of the most current executive order form, as may be amended from time to time;
 - B. Disapproval by the Legislature by two-thirds vote of either the House of Representatives or the Senate or by a majority vote by both in any regular or special session next following the date of the setting aside;

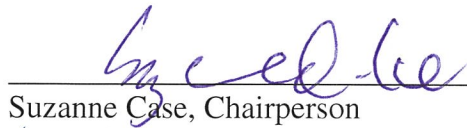
- C. Review and approval by the Department of the Attorney General; and
- D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



Malama C. Minn
Project Development Specialist

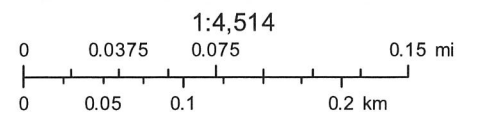
APPROVED FOR SUBMITTAL:


Suzanne Case, Chairperson

Public Land Trust Information System



May 15, 2017



Esri, HERE, DeLorme, MapmyIndia, © OpenStreetMap contributors, and the GIS user community

The content within the PLTIS, including maps and data, has been collected from multiple city, county, and state sources, and may not have been prepared for legal, engineering, or surveying purposes. Users of this content should consult the primary data sources to ascertain the accuracy and usability of the data.

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

REVOCABLE PERMIT NO. S-7863

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this _____ day of April 30, 20 15, by and between the STATE OF HAWAII, hereinafter referred to as the "State," by its Board of Land and Natural Resources, hereinafter called the "Board," and KAUPU COMMUNITY ASSOCIATION, INC., a Hawaii nonprofit corporation, hereinafter called the "Permittee," whose mailing address is P.O. Box 787, Kula, Hawaii 96790. The parties agree that commencing on the 1st day of May, 20 15, ("commencement date"), Permittee is permitted to enter and occupy, on a month-to-month basis only, pursuant to section 171-55, Hawaii Revised Statutes, that certain parcel of public land (and any improvements located thereupon) situate at Maalo-Kaumakalua, Kaupo, Hana, Maui, Hawaii, Tax Map Key No. (2) 1-7-002:015, as indicated on the map attached hereto, if any, and made a part hereof, containing an approximate area of 2.214 acres, more or less, which parcel is hereinafter referred to as the "Premises."

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

1. Occupy and use the Premises for the following specified purposes only: landscape and maintenance purposes.
2. Pay, at the Department of Land and Natural Resources Fiscal Office, P.O. Box 621, Honolulu, Hawai'i 96809, monthly rent in the sum of FORTY AND 00/100 DOLLARS (\$40.00) payable in advance by the first of each and every month.

The interest rate on any unpaid or delinquent rentals shall be at one per cent (1%) per month.

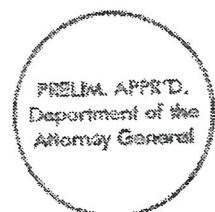
If monthly rent is not received at the above address on or before the first day of the month for which it is due, then a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) a month for each delinquent payment shall be assessed and payable. The service charge is in addition to interest on unpaid or delinquent rentals. Interest shall not accrue on the service charge.

EXHIBIT "2"



Payment of such service charge shall not excuse or cure any default by Permittee under this Permit.

3. Upon execution of this Permit, deposit with the Board an amount equal to two times the monthly rental stated above in paragraph 2, as security for the faithful performance of all of these terms and conditions.
The deposit will be returned to the Permittee upon termination or revocation of this Permit, if and only if all of the terms and conditions of this Permit have been observed and performed to the satisfaction of an authorized representative of the Department of Land and Natural Resources ("DLNR"). Otherwise, the deposit may, at the option of an authorized representative of the DLNR be applied toward payment of any amounts owed hereunder, without waiving any of the Board's other rights hereunder.
4. At the Permittee's own cost and expense, keep any government-owned improvements located on the Premises insured against loss by fire and other hazards, casualties, and contingencies, for the full insurable value of those improvements. The policies shall name the State of Hawaii as an additional insured and loss payee and shall be filed with the DLNR. In the event of loss, damage, or destruction of those improvements, the DLNR shall retain from the proceeds of the policies those amounts it deems necessary to cover the loss, damage, or destruction of the government-owned improvements and the balance of those proceeds, if any, shall be delivered to the Permittee.
5. Give the Board twenty-five (25) calendar days notice, in writing, before vacating the Premises.
6. Pay all real property taxes assessed against the Premises from the commencement date of this Permit.
7. At its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time during the term of this Permit applicable to the Premises, including, without limiting the generality of the foregoing, the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations imposing any requirements that the Premises be made accessible to persons with disabilities; and, indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.



8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
9. Obtain the prior written consent of the Board before making any major improvements.
10. Keep the Premises and improvements in a clean, sanitary, and orderly condition.
11. Pay all charges, assessments, or payments for water, other utilities, and the collection of garbage as may be levied, charged, or be payable with respect to the Premises.
12. Not damage, make, permit, or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Premises.

The property is a registered historic place.

13. At all times with respect to the Premises, use due care for public safety.
14. Procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Permit, comprehensive general liability insurance, or its equivalent, with 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, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 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 DLNR. 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 the Permittee.

Prior to entry and use of the Premises or within fifteen (15) days after the commencement date of this Permit, whichever is sooner, furnish the State with a certificate(s) showing the policy(s) to be initially in force, keep the certificate(s) on deposit during the entire Permit term, and furnish a like certificate(s) upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice has been given to the State. The State may at any time require the Permittee to provide the State with copies of the insurance policy(s) that are or were in effect during the permit period.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Permit. If, in the opinion of



the State, the insurance provisions in this Permit do not provide adequate protection for the State, the State may require Permittee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall 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 State shall notify Permittee in writing of changes in the insurance requirements and Permittee shall deposit copies of acceptable insurance policy(s) or certificate(s) thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Permittee's liability under this Permit nor to release or relieve the Permittee of the indemnification provisions and requirements of this Permit. Notwithstanding the policy(s) of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, or loss caused by Permittee's negligence or neglect connected with this Permit. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Permittee's policy.

The insurance certificate(s) shall be mailed to:

State of Hawaii
Department of Land and Natural Resources
Land Division
Box 621
Honolulu, Hawaii 96809

15. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Permittee (other than condemnation proceedings), the Permittee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the State.
16. The Permittee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the State in enforcing the covenants and agreements of this Permit, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges.

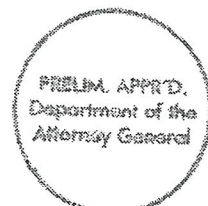
B. Additional Conditions:

1. This Permit is issued and effective on a month-to-month basis. The Permit shall automatically terminate one year from the commencement date, unless earlier revoked as provided below, provided further that the Board may allow the Permit to continue on a month-to-month basis for



additional one year periods. Any such extension shall have the same terms and conditions as this Permit, except for the commencement date and any amendments to the terms, as reflected in the Board minutes of the meeting at which the Board acts. Permittee agrees to be bound by the terms and conditions of this Permit and any amendments to this Permit so long as Permittee continues to hold a permit for the Premises or continues to occupy or use the Premises.

2. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) calendar days prior to the revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) calendar days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) calendar days prior to the revocation.
3. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Permittee shall be liable for and shall pay the previously applicable monthly rent, computed and prorated on a daily basis, for each day the Permittee remains in possession.
4. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Board, by its agents, or representatives, may enter upon the Premises, without notice, and at Permittee's cost and expense remove and dispose of all vehicles, equipment, materials, or any personal property remaining on the Premises, and the Permittee agrees to pay for all costs and expenses of removal, disposition, or storage.
5. The Board may at any time increase or decrease the monthly rental by written notice at least thirty (30) business days prior to the date of change of rent. Upon such notice, the Permittee shall deposit with the Board any additional monies required to maintain an amount equal to two times the new monthly rental as security for the faithful performance of all of these terms and conditions.
6. Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the Permittee shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow, the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.



7. The Board reserves the right for its agents or representatives to enter or cross any portion of the Premises at any time.
8. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
9. Permittee has inspected the Premises and knows the conditions thereof and fully assumes all risks incident to its use.
10. The acceptance of rent by the Board shall not be deemed a waiver of any breach by the Permittee of any term, covenant, or condition of this Permit nor of the Board's right to declare and enforce a forfeiture for any breach, and the failure of the Board to insist upon strict performance of any term, covenant, or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or option of this Permit.
11. The use and enjoyment of the Premises shall not be in support of any policy which discriminates upon any basis or in any manner that is prohibited by any applicable federal, state, or county law.
12. Any and all disputes or questions arising under this Permit shall be referred to the Chairperson of the Board and his determination of these disputes or questions shall be final and binding on the parties.
13. Permittee shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. Permittee 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 Premises any such materials except to use in the ordinary course of Permittee's business, and then only after written notice is given to the Board of the identity of such materials and upon the Board's consent, which consent may be withheld at the Board'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 Permittee, then the Permittee shall be responsible for the costs thereof. In addition, Permittee shall execute affidavits, representations and the like from time to time at the Board's request concerning the Permittee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Permittee.

Permittee agrees to indemnify, defend, and hold the State of Hawaii, the Board, and their officers, employees, and agents harmless from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of



or resulting from the use or release of hazardous materials on the Premises occurring while Permittee is in possession, or elsewhere if caused by Permittee or persons acting under Permittee. These covenants shall survive the expiration, revocation, or termination of the Permit.

For the purpose of this Permit "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 bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

14. Prior to termination or revocation of the subject Permit, Permittee shall conduct a Phase I environmental site assessment and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health, and the DLNR. Failure to comply with the provisions of this paragraph shall not extend the term of this Permit or automatically prevent termination or revocation of the Permit. The Board, at its sole option, may refuse to approve termination or revocation unless this evaluation and abatement provision has been performed. In addition or in the alternative, the Board may, at its sole option if Permittee does not do so, arrange for performance of the provisions of this paragraph, all costs and expenses of such performance to be charged to and paid by Permittee.
15. Permittee shall indemnify, defend, and hold harmless the State of Hawaii, its officers, agents, and employees from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the Permittee or the Permittee's employees, agents, officers, or invitees under this Permit. The provisions of this paragraph shall remain in full force and effect notwithstanding the revocation, expiration, or termination of this Permit. The purchase of liability insurance shall not relieve Permittee of the obligations described herein.
16. Unless otherwise agreed by the Board in its sole discretion, payments received will be applied first to attorneys' fees, costs, assessments, real property taxes, or other costs incurred or paid by the Board with respect to the Premises, next to service charges or interest, next to any other charges due or owing under the Permit, next to delinquent monthly rent, and next to current rent.



17. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Permittee shall be delivered or addressed to the address stated above. Notice to State of Hawai'i shall be delivered or addressed to the Chairperson of the Board at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes, provided that Permittee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Permittees hereunder, notice to one Permittee shall be deemed notice to all Permittees.

18. Unless the text indicates otherwise, the use of any gender shall include all genders and, if the Permittee includes more than one person, the singular shall signify the plural and this Permit shall bind the persons, and each of them jointly and severally.

IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII

By *Karyn S. Chang*
KARYN S. CHANG SUZANNE D. CASE
Chairperson of the Board of Land and
Natural Resources

Approved by the Board of
Land and Natural Resources
at its meeting held on August 22, 2014.

aw

STATE

KAUPO COMMUNITY ASSOCIATION, INC., a
Hawaii nonprofit corporation

APPROVED AS TO FORM:

Amanda J. Weston
AMANDA J. WESTON
Deputy Attorney General

Dated: *April 1, 2015*

By *Linda A. Clark*
LINDA A. CLARK
Its President

By _____
Its _____

PREMITTEE

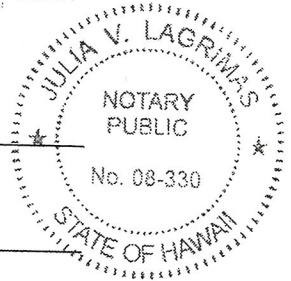


STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

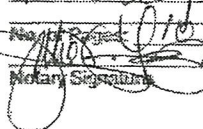
On this 16 day of April, 2015, before me personally appeared _____ and Linda A Clark, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

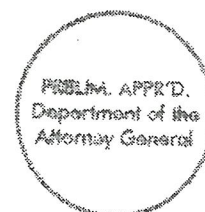
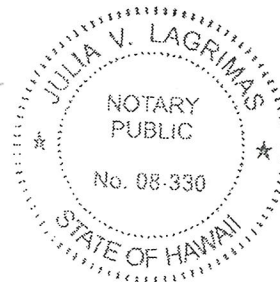

Notary Public, State of Hawaii

JULIA V. LAGRIMAS



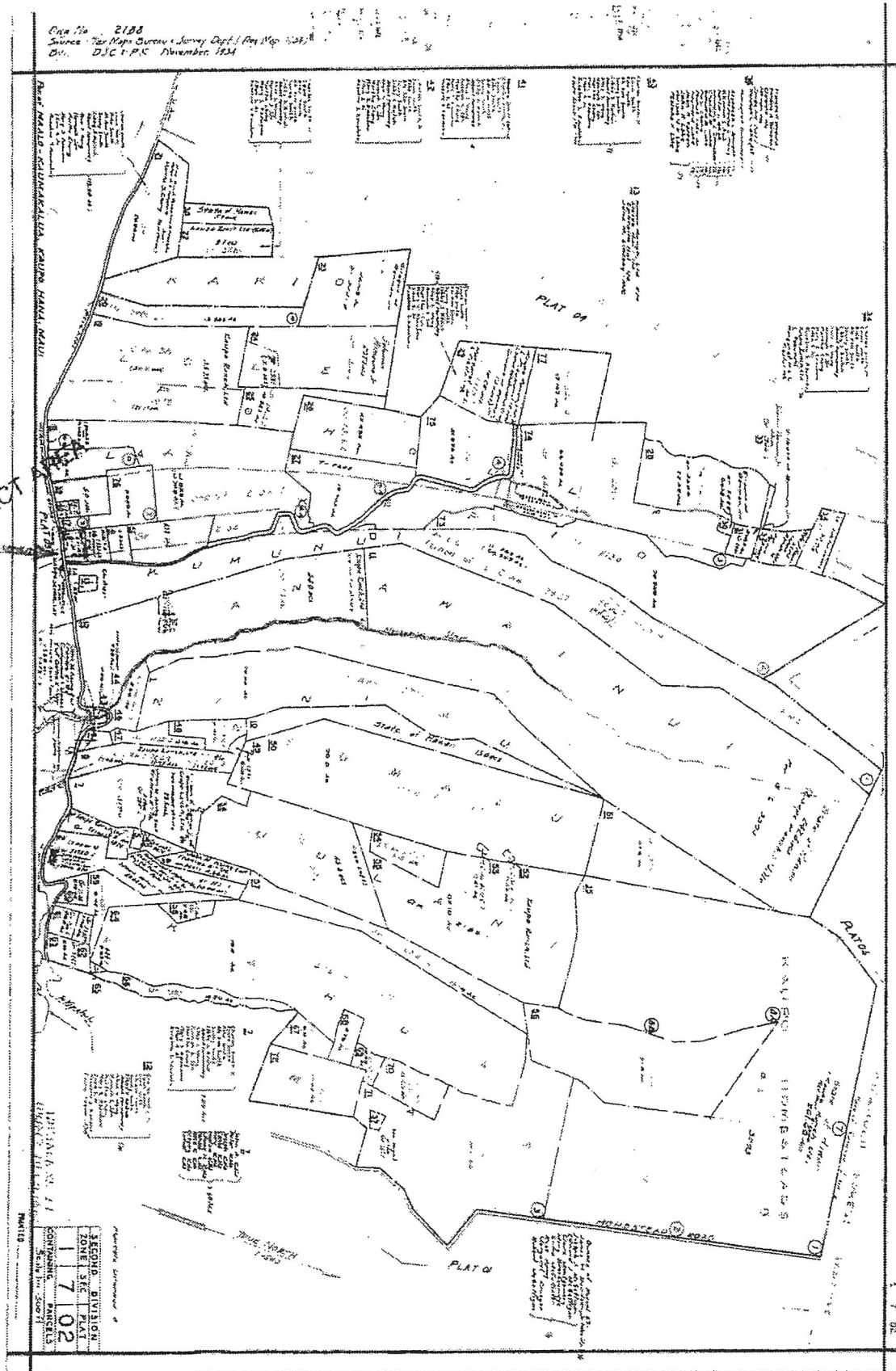
My commission expires: 8/10/2016

NOTARY PUBLIC CERTIFICATION
Julia Lagrimas Second Judicial Circuit
Doc Description: Revocable Permit No. S-7863
Notary Signature:  Date of Doc: APR 16 2015
Notary Signature: _____ Date: APR 16 2015



Orig No 2188
 Source: War Maps Bureau & Survey Dept. (Orig Map 1934)
 Date: DICT P.C. November 1934

SUBJECT



PRELIM. APPR'D.
 Department of the
 Attorney General

EXHIBIT A

EXEMPTION NOTIFICATION

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200, HAR

Project Title:	Transfer of Management of Historic Kaupo School from State DLNR to County of Maui
Project / Reference No.:	17MD-049
Project Location:	Maalo-Kaumakalua, Kaupo, Hana, Maui, TMK (2) 1-7-002:015
Project Description:	Transfer of management of historic Kaupo school property from DLNR to County of Maui.
Chap. 343 Trigger(s):	Use of State Land
Exemption Class No.:	<p>In accordance with Hawaii Administrative Rule Section 11-200-8 and the Exemption List for the Department of Land and Natural Resources concurred with by the Environmental Council and dated June 5, 2015, the subject request is exempt from the preparation of an environmental assessment pursuant to Exemption Class No. 1, Item 43, which states the "Transfer of management authority over state-owned land, such as setting aside of state lands". The requested action is essentially a "set-aside".</p> <p>Inasmuch as the Chapter 343 environmental requirements apply to Applicant's use of the land, the Applicant shall be responsible for compliance with Chapter 343, HRS, as amended.</p>
Consulted Parties:	Agencies noted in the BLNR submittal.
Recommendation:	It is recommended that the Board find that this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.

2017-6279 37498

RECEIVED

2017 MAR -6 PM 2:42

OFFICE OF THE MAYOR

DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

March 3, 2017

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

KEKOA KALUHIWA
FIRST DEPUTY

JEFFREY T. PEARSON, P.E.
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

RP S-7863

The Honorable Alan M. Arakawa
Mayor, County of Maui
200 S. High Street, 9th Floor
Wailuku, HI 96793

Dear Mayor Arakawa,

SUBJECT: Recommendation to Transfer Government Lands to the County of Maui via Executive Order
for Community Center Purposes; 2.2 acres, Kaupo, Hana, Maui; TMK (2) 1-7-002:015

On August 22, 2014, under Agenda Item D-18, the State Board of Land and Natural Resources approved the disposition of Revocable Permit No. S-7863 to the Kaupo Community Association, Inc. (KCA), a nonprofit corporation organized to serve the Kaupo community through the landscape and maintenance of the subject premises along with the long term goal of developing a community center at the subject location.

It is our understanding the KCA is receiving monies from the County of Maui's CDBG program as well as a Grant-in-Aide from the Hawaii State Legislature. DLNR finds that it is most efficient for the County to manage the subject premises due to its past experience and expertise in the funding, oversight and management of community center facilities. Therefore, if you agree to the transfer of the subject premises to the County of Maui, via Executive Order for Community Center purposes, then please do check and sign below as needed.

Thank you for your consideration of this matter. If you have any questions, please do contact Daniel Ornellas, at the DLNR Maui District Land Office at (808) 984-8103.

APPROVED AS TO FORM
AND LEGALITY

J. D. Sheppard
Deputy Corporation Counsel
County of Maui

See Resolution No. 17-21
attached.

We Agree ☒

Alan Arakawa

Sincerely,

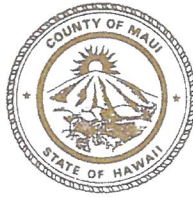
Suzanne D. Case
Suzanne D. Case
Chairperson

We Disagree ☐

Cc: J. Gomes, Maui Board Member

EXHIBIT "4"

ALAN M. ARAKAWA
MAYOR



KEITH A. REGAN
MANAGING DIRECTOR

OFFICE OF THE MAYOR

Ke'ena O Ka Meia
COUNTY OF MAUI – Kalana O Maui

March 30, 2017

Suzanne D. Case
Chairperson
State of Hawaii
Department of Land and Natural Resources
P. O. Box 621
Honolulu, Hawaii 96809

Dear Chairperson Case:

Subject: Recommendation to Transfer Government Lands to the County of Maui via
Executive Order for Community Center Purposes; 2.2 acres Kaupo, Hana, Maui;
TMK (2) 1-7-002:015

We are hereby transmitting the executed copy and Resolution #17-21 for the recommendation to transfer government lands to the County of Maui via Executive Order for Community Center Purposes; 2.2 acres Kaupo, Hana, Maui; TMK (2) 1-7-002:015.

Should you have any questions, please contact Guy Hironaka at 270-7725.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan M. Arakawa", with a long horizontal flourish extending to the right.

ALAN M. ARAKAWA
Mayor, County of Maui

c: James Gomes, Maui Board Member
Guy Hironaka, Real Property Manager, Department of Finance

Resolution

No. 17-21

URGING THE GOVERNOR TO SET ASIDE LAND
LOCATED AT KUMUNUI, KAUPU, HANA, MAUI,
TMK (2) 1-7-002:015, FOR PUBLIC PURPOSES

WHEREAS, the Kaupo Community Association was formed in 1997 to promote the needs and welfare of the community, and has made it a priority to restore and revitalize the old Kaupo School property located at Kumunui, Kaupo, Hana, Maui; and

WHEREAS, the Association's intent is to stabilize and subsequently restore two structures, the classroom building and teacher's cottage, on the 2.214 acre property to correct historical standards, and utilize them to benefit the community; and

WHEREAS, a restoration project committee was formed and has worked diligently to research, develop plans and secure funding for the restoration, including \$975,000 in State grant-in aid funds that will cover the carpentry work of the building; and

WHEREAS, the Kaupo Community Association has gained legal access and a short-term stewardship agreement with the Hawaii State Department of Land and Natural Resources with the intent for a 55-year general lease for community development purposes; and

WHEREAS, the Department of Land and Natural Resources has indicated to the Kaupo Community Association that due to staffing shortages, a long-term lease will likely be delayed; and

WHEREAS, the Kaupo Community Association cannot move forward with any improvements without a formal agreement and may lapse their State funding without formal access to the property; and


WHEREAS, the Kaupo Community Association has sought the assistance of the County of Maui to take control and manage the property from the State through an Executive Order and subsequently grant a lease to the Kaupo Community Association; and

WHEREAS, when completed, the facility will provide a great benefit to community as a safe gathering place with shelter, dependable electricity, communications, 30,000 gallons of potable water, and other necessities; now, therefore,

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

1. That it hereby urges the Governor to set aside lands, through Executive Order, located at Kumunui, Kaupo, Hana, Maui, TMK (2) 1-7-002:015, to be controlled and managed by the County of Maui; and
2. That it supports the efforts of the Kaupo Community Association to revitalize the old Kaupo School house and teacher's cottage for the purpose of creating a space for the community and as a safety shelter; and
3. That it further urges the Mayor of the County of Maui, once the Executive Order is issued, to lease the lands to the Kaupo Community Association to allow for restoration work and future maintenance; and
4. That certified copies of this resolution be transmitted to the Kaupo Community Association; Suzanne Case, Chair of the Board of Land and Natural Resources; the Honorable Alan M. Arakawa, Mayor, County of Maui; and the Honorable David Y. Ige, Governor, State of Hawaii.

APPROVED AS TO FORM AND LEGALITY



Department of the Corporation Counsel
County of Maui

COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

CERTIFICATION OF ADOPTION

It is HEREBY CERTIFIED that RESOLUTION NO. 17-21 was adopted by the Council of the County of Maui, State of Hawaii, on the 10th day of March, 2017, by the following vote:

MEMBERS	Michael B. WHITE Chair	Robert CARROLL Vice-Chair	Alika ATAY	Eleanora COCHRAN	S. Stacy CRIVELLO	Donald S. GUZMAN	G. Riki HOKAMA	Kelly T. KING	Yuki Lei K. SUGIMURA
ROLL CALL	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye


COUNTY CLERK

DAVID Y. IGE
GOVERNOR OF HAWAII



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE HISTORIC PRESERVATION DIVISION
KAKUHIHEWA BUILDING
601 KAMOKILA BLVD, STE 555
KAPOLEI, HAWAII 96707

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

June 1, 2017

Ms. Malama Minn, Project Development Specialist
State of Hawai'i
Department of Land and Natural Resources
P.O. Box 621
Honolulu, HI 96809

Dear Ms. Minn:

SUBJECT: **Chapter 6E-8 Historic Preservation Review
Historic Kaupō School - Transfer of Management
Government Road, Kaupō, Maui 96713
Owner Name: State of Hawai'i
Naholoku Ahupua'a, Kaupō District, Island of Maui
TMK: (2)1-7-002:015**

IN REPLY REFER TO:
LOG NO: 2017.01066
DOC NO: 1706TGM02
Architecture

RECEIVED
LAND DIVISION
2017 JUN -9 AM 10:52
DEPT. OF LAND &
NATURAL RESOURCES
STATE OF HAWAII

Thank you for the opportunity to comment on this request from the Department of Land and Natural Resources (DLNR) for Hawai'i Revised Statutes (HRS) Chapter 6E-8 review. The State Historic Preservation Division (SHPD) received this submittal on May 19, 2017. The proposed project is to renovate Kaupō School for use as a community center. In order to do so, DLNR will be transferring of management of the historic Kaupō School property to County of Maui via Executive Order.

The existing single story, two-room school house was built in 1923 and is listed on the Hawai'i and National Registers of Historic Places (SIHP 50-50-04-1630, NR #00000662). Kaupō School is significant under criteria A for its association with the Kaupō community and was built during the time when Maui County saw great expenditures for schools and to service the small, isolated, rural town. The school is also significant under criteria C as a rare example of a small rural school built in a vernacular single-wall construction style utilizing tongue and groove vertical boards.

The proposed renovation by the County of Maui will be subject to §6E-8, Hawai'i Revised Statutes.

Please contact Tanya Gumapac-McGuire, Architectural Historian, at (808) 692-8022 or at Tanya.Gumapac-McGuire@hawaii.gov regarding architectural resources or this letter.

Aloha,

Alan Downer

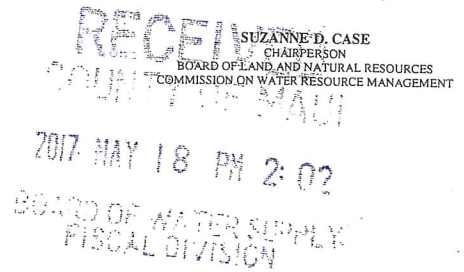
Alan S. Downer, PhD
Administrator, State Historic Preservation Division
Deputy State Historic Preservation Officer

EXHIBIT "5"

DAVID Y. IGE
GOVERNOR OF HAWAII



201755



STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

May 15, 2017

Ref. Nos.: 17MD-049

Author: LD-MM

MEMORANDUM

TO:

State Agencies:

- ☐ DLNR-Forestry & Wildlife
- ☐ DLNR-OCCL
- ☐ DLNR-State Parks
- ☒ DLNR-Historic Preservation
- ☐ DLNR-Engineering
- ☐ DLNR-CWRM
- ☐ DLNR-DOCARE
- ☐ DOT-Highways
- ☐ DHHL
- ☒ Office of Hawaiian Affairs
- ☒ Agribusiness Development Corporation

County Agencies:

- ☒ Planning
- ☒ Property Management
- ☒ Public Works
- ☐ Police Department
- ☒ Water Board
- ☐ Civil Defense

Federal Agencies:

—

Other:

—

FROM:

Malama Minn, Project Development Specialist

SUBJECT:

Transfer of Management of Historic Kaupo School property from DLNR to County of Maui via Executive Order for the purpose of renovating existing structure for use as a community center.

LOCATION:

Maalo-Kaumakalua, Kaupo, Hana, Island of Maui,
Tax Map Key: (2) 1-7-002:015

APPLICANT: County of Maui

Transmitted for your review and comment is a copy of the above-referenced request involving State lands. We would appreciate your comments on the proposed dispositions. Please submit any comments by June 5, 2017. If no response is received by this date, we will assume your agency has no comments. If you have any questions about this request, please contact Malama Minn at 587-0409. Thank you.

RECEIVED
LAND DIVISION
2017 JUN -9 AM 10:53
DEPT. OF LAND &
NATURAL RESOURCES
STATE OF HAWAII

MAY 18 2017

Request for Comments
Kaupo School Transfer of Management
May 15, 2017
Page 2

Attachment

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

Signed: _____

Print name: _____

Date: _____

MAY 31 2017

ALAN M. ARAKAWA
Mayor

DAVID C. GOODE
Director

ROWENA M. DAGDAG-ANDAYA
Deputy Director

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



COUNTY OF MAUI
DEPARTMENT OF PUBLIC WORKS
200 SOUTH HIGH STREET, ROOM NO. 434
WAILUKU, MAUI, HAWAII 96793

June 6, 2017

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

CARY YAMASHITA, P.E.
Engineering Division

JOHN R. SMITH, P.E., ACTING
Highways Division

Mr. Malama Minn, Project Development Specialist
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION
P. O. Box 621
Honolulu, Hawaii 96809

RECEIVED
LAND DIVISION
2017 JUN 16 AM 11:11
DEPT. OF LAND &
NATURAL RESOURCES
STATE OF HAWAII

Dear Mr. Minn:

**SUBJECT: TRANSFER OF MANAGEMENT OF HISTORIC KAUPU SCHOOL
PROPERTY FROM DLNR TO COUNTY OF MAUI VIA
EXECUTIVE ORDER FOR THE PURPOSE OF RENOVATING
EXISTING STRUCTURE FOR USE AS A COMMUNITY CENTER
TMK: (2) 1-7-002:015**

We reviewed the subject application and have no comments at this time.

If you have any questions regarding this letter, please call Rowena Dagdag-Andaya at (808) 270-7845.

Sincerely,

A handwritten signature in black ink, appearing to read "David C. Goode", is written over the word "Sincerely,".

DAVID C. GOODE
Director of Public Works

DCG:RMDA:da
xc: Engineering Division
S:\DSA\Engr\CZM\Draft Comments\17002015_kaupo_sch_prop.wpd



RECEIVED
LAND DIVISION
2017 MAY 26 AM 10:53
MAY 19 A 6:58



DEPT. OF LAND & NATURAL RESOURCES
STATE OF HAWAII
STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
LAND DIVISION

POST OFFICE BOX 621
HONOLULU, HAWAII 96809

May 15, 2017

Ref. Nos.: 17MD-049

Author: LD-MM

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- ☐ Civil Defense

Federal Agencies:

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Other:

—

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Request for Comments
Kaupo School Transfer of Management
May 15, 2017
Page 2

Attachment

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

Signed:  _____
Print name: _____

Date: 5/22/17