

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

August 12, 2022

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

PSF 22HD-010

ISLAND OF HAWAII

Authorization to Enter Into a Ground Lease with the County of Hawaii, Office of Housing and Community Development, on Behalf of the Hawaii State Public Library System for Public Library Purposes; Waikoloa, South Kohala, Island of Hawaii, Tax Map Key: (3) 6-8-041:007 (portion).

APPLICANT:

Hawaii State Public Library System, whose business and mailing address is 44 Merchant Street, Honolulu, Hawaii 96813.

LANDOWNER:

County of Hawaii

LEGAL REFERENCE:

Section 171-30, Hawaii Revised Statutes (HRS), as amended.  
Section 312-1, HRS, as amended, and Section 312-2, HRS, as amended.

LOCATION:

Portion of Government lands of Kamakoa Phase 1-A Subdivision situated at Waikoloa, Waimea, South Kohala, Island of Hawaii, and identified by Tax Map Key: (3) 6-8-041:007 (por.), as shown on the attached maps labeled Exhibits 1, 2, and 4.

AREA:

2.000 acres, more or less.

ZONING:

State Land Use District: Urban  
County of Hawaii CZO: RS-10

CURRENT USE STATUS:

Vacant and unencumbered.

CHARACTER OF USE:

For public library use.

LEASE TERM:

To be determined.

COMMENCEMENT DATE:

The first day of the month to be determined by the Chairperson.

ANNUAL RENT:

*Gratis.*

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with the Chapter 343, HRS, and the Exemption List for the Department of Land and Natural Resources, reviewed and concurred on by the Environmental Council on November 10, 2020, the subject request is exempt from preparation of an environmental assessment pursuant to:

**Section 343-5(a)(1), HRS:** The use of State funds for the acquisition of unimproved real property is not a trigger for an environmental assessment.

**General Exemption Type 1,** "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing."

**PART 1, Item No. 39:** "Acquisition of land or interests in land."  
(Refer to Exhibit 5, Exemption Notification form).

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.

APPLICANT REQUIREMENTS:

Applicant shall be required to:

- 1) Process and obtain subdivision approval, if required, at Applicant's own cost;
- 2) Provide survey maps and descriptions for the subject property according to State DAGS standards and at Applicant's own cost;
- 3) Obtain a title report for the subject property at Applicant's own cost and subject to review and approval by the Department;
- 4) Pay for and conduct a Phase I environmental site assessment and, if this Phase I identifies the potential for hazardous materials release or the presence of hazardous materials, conduct a Phase II environmental sampling and analysis plan and perform any and all remediation, abatement and disposal as may be warranted and as satisfactory to the standards required by the Federal Environmental Protection Agency and/or the State Department of Health, all at Applicant's own cost and to the satisfaction of the Department.

DCCA VERIFICATION:

Not applicable; the County of Hawaii is the landowner and a government entity.

REMARKS:

The State of Hawaii on behalf of the Hawaii State Public Library System (HSPLS) seeks to lease approximately 2.00 acres of unimproved lands on a portion of TMK: (3) 6-8-041:007 from the County of Hawaii Office of Housing and Community Development (County Housing Office) for a public library project to serve the Waikoloa community. Refer to Exhibits 1, 2 and 4. The proposed site is part of 200 acres previously donated to the County by the Waikoloa Land Company for workforce housing.

County zoning for the subject property is classified as RS-10. Pursuant to Hawai'i County Code Chapter 25, Section 25-4-11, "Public uses, structures and buildings and community buildings are permitted uses in any district, provided that the director has issued plan approval for such use." Such plan approval would need to be obtained by the Applicant as prerequisite to their proposed use of the property.

A recent site visit by HSPLS staff revealed a scenic view for what could become an ideal location for the long-awaited public library for this area since an elementary school, housing development, and community center are also planned for this area. A soccer field and baseball field are already located nearby in a neighboring parcel.

The existing public libraries nearest to Waikoloa Village are over 20 miles away (see Exhibit 3), so the proposed library site offered by the County has been welcomed by those involved in the property search, as well as community representatives in the Friends of the Library group which has long supported the community's library needs and interests over the years.

Since the proposed ground lease (refer to sample in Exhibit 6) would be government agency-to-government agency, rent would be *gratis*. A years-long search for private land to purchase for this project had not been successful, so the County offer in 2021 for use of its land in a planned residential development was a welcome solution. A public library facility will be built on the site for the HSPLS through the State Department of Accounting and General Services (DAGS). A \$1.9M legislative appropriation for land acquisition, obtained for HSPLS in 2018 and reappropriated in 2020, was re-purposed in the 2022 legislative session to support DAGS' plans, design, and construction; ground and site improvements; and equipment and appurtenances for this long-awaited Waikoloa Library project.

The proposed site, like all of Waikoloa, has a history of use by the U.S. Department of Defense for World War II training and target practice, and munitions hazards including unexploded military ordnance (UXO) may remain despite previous remediation efforts. According to County staff, the proposed site has been cleared twice over several years, with only three munitions-related items found during the approximately ten-year period. However, to address the possibility, however remote, of any remaining hazards from the area's wartime history, any future development is subject to guidance from the Areawide Environmental Hazard Management Plan (AEHMP) from the Hawaii Department of Health. Per AEHMP guidelines, use of UXO Construction Support would be required for any development and construction work on the proposed site, an added but necessary cost.

#### RECOMMENDATIONS:

That the Board authorize entering into a ground lease with the County of Hawaii, Office of Housing and Community Development, on behalf of the Hawaii State Public Library System, for use of the subject area under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:

1. Delegation of authority to the Chairperson to negotiate the lease with the County of Hawaii, subject to the review and approval of the Department of the Attorney General, with the understanding that formal approval by the Hawaii County Council will be needed for lease execution; and
2. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

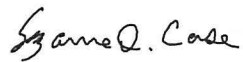


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Barbara J. Lee  
Special Projects and Development Specialist



APPROVED FOR SUBMITTAL:



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Suzanne D. Case, Chairperson

DAVID Y. IGE  
GOVERNOR



STACEY A. ALDRICH  
STATE LIBRARIAN

STATE OF HAWAII  
HAWAII STATE PUBLIC LIBRARY SYSTEM  
OFFICE OF THE STATE LIBRARIAN  
44 MERCHANT STREET  
HONOLULU, HAWAII 96813  
(808) 588-3704

February 4, 2022

Ms. Susan Kunz  
Administrator  
Office of Housing and Community Development  
County of Hawaii  
1990 Kinoole Street, Suite 102  
Hilo, Hawaii 96720

Aloha Ms. Kunz,

I want to thank you and the County of Hawaii for continuing to work with us to find a location for a new Waikoloa Public Library. We recently had an opportunity to visit the Hawaii County property off of Kamakoa Road across the street from the park in Waikoloa. We could not have dreamed of a lovelier location for a new Waikoloa Public Library. The potential views and access for a growing community are perfect. I can even imagine families using the library after soccer or baseball games.

Based on our visit, we would like to lease roughly 2 acres for the location of the new Waikoloa Public Library. Options for the approximate location of the library are sketched on the attached map.

We look forward to working with the County of Hawaii, as we work through the processes to lease and develop the site for our new Waikoloa Public Library for the community.

Kindest Regards,

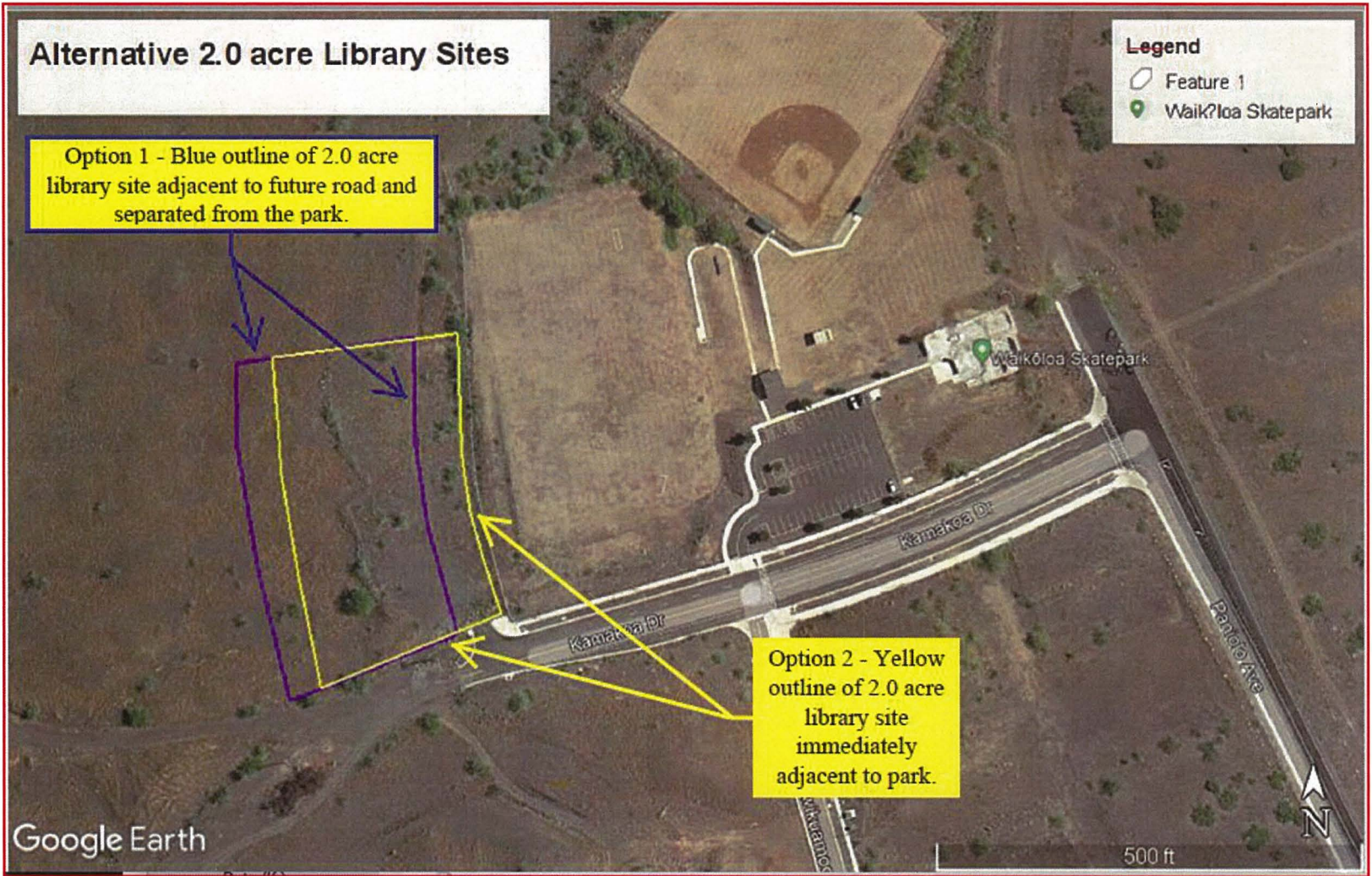
A handwritten signature in blue ink, appearing to read "Stacey A. Aldrich".

Stacey A. Aldrich  
State Librarian

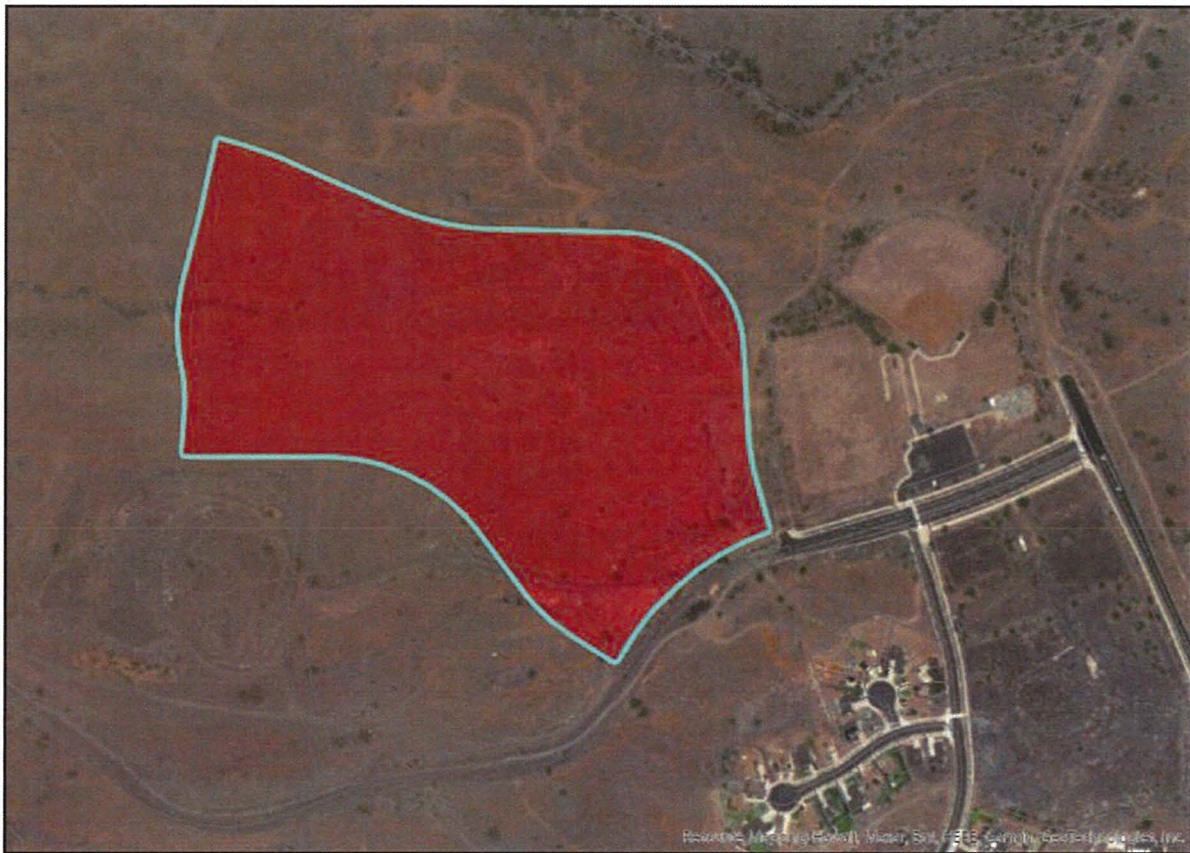
Attachment

cc: Mayor Mitch Roth, County of Hawaii  
Councilmember Tim Richards, County of Hawaii  
Senator Lorraine Inouye  
Representative David Tarnas  
Suzanne Case, Chairperson, Board of Land and Natural Resources  
Bob Masuda, Deputy Director, Department of Land and Natural Resources  
Russell Tsuji, Administrator, Land Division, Department of Land and Natural Resources  
Joseph Earing, Planning Branch, Public Works Division, Department of Accounting and General Services  
Dennis Onishi, Governor's Liaison, Office of the Governor  
Catherine Payne, Chair, Board of Education  
Bette Green, Waikoloa Friends of the Library  
Cindy Evans, Former Representative

**EXHIBIT 1**



**Parcel Detail for (3) 6-8-041:007**



**Data reported by COH**

**County:** Hawaii  
**Island:** Hawaii  
**Fee Owner:** COH  
**Parcel Acreage:** 27.1300  
**Updated:** 5/2/2016

**Data from Statewide GIS Program**

**State Land Use District:** Urban

**Data from Hawaii County sources**

**Owner(s):** COUNTY OF HAWAII  
**County Zoning:** RS-10

**Trust Land Status**

Trust Land Status	Status Acreage	Determination Method
Undetermined		

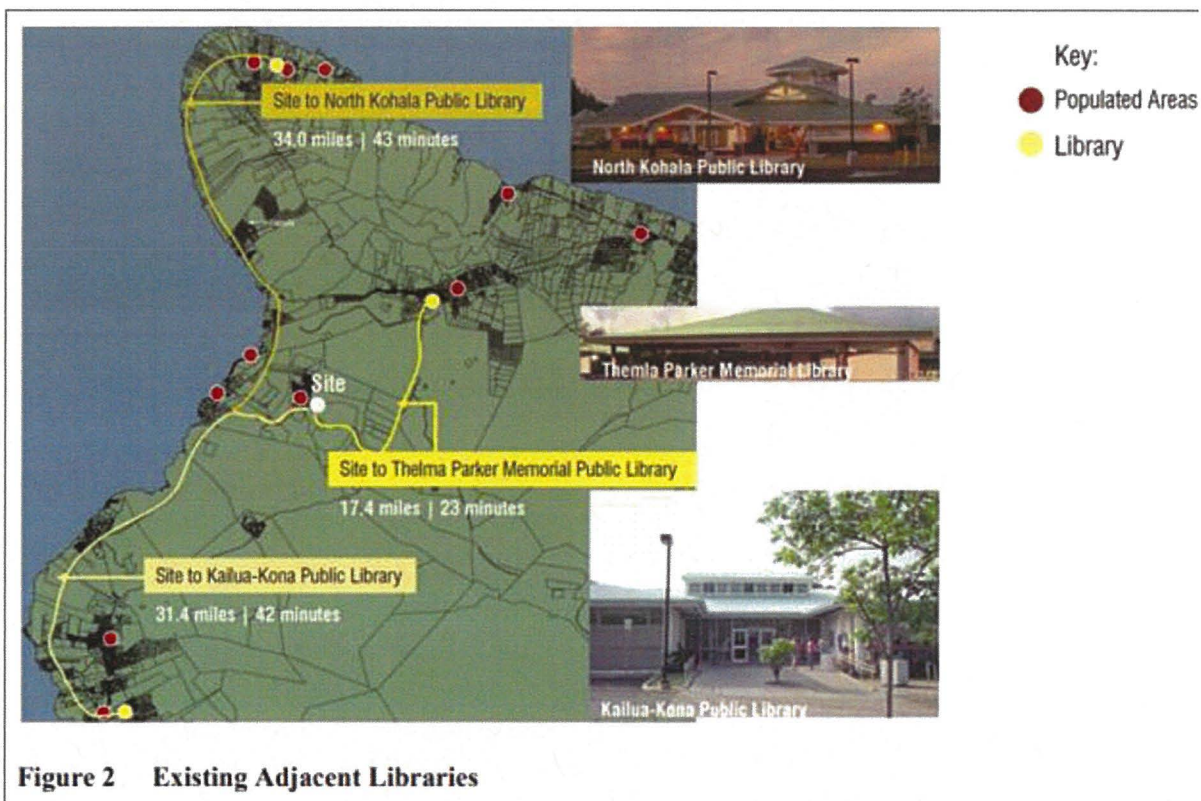
**No Encumbrances**

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. Data shall not be sent to third-parties without consulting with the source agency(s).

**EXHIBIT 2**

### DISTANCES FROM WAIKOLOA VILLAGE TO NEAREST PUBLIC LIBRARIES IN OTHER COMMUNITIES\*

\*Figure 2 below from:  
Waikoloa Public Library Project Development Report—Site Selection, March 31, 2014  
*Prepared for Department of Accounting and General Services, Planning Branch,  
and Hawaii State Public Library System*



**Figure 2 Existing Adjacent Libraries**

The Hawai'i Library District currently has twelve libraries, located in Hilo, Keaau Public School & Library, Mountain View Public School & Library, Pahoa Public School & Library, Naalehu, Kealahou, Kailua-Kona, Thelma Parker Public School & Library, North Kohala, Honokaa and Laupahoehoe Public School & Library. The Waikoloa communities are currently serviced by the Thelma Parker Memorial Public Library accessed from Mamalahoa Highway, about seventeen miles northeast of the project site. The next two closest libraries are Kailua-Kona located approximately 31 miles south and the North Kohala Public Library location 34 miles north of the project site.

## EXHIBIT 3

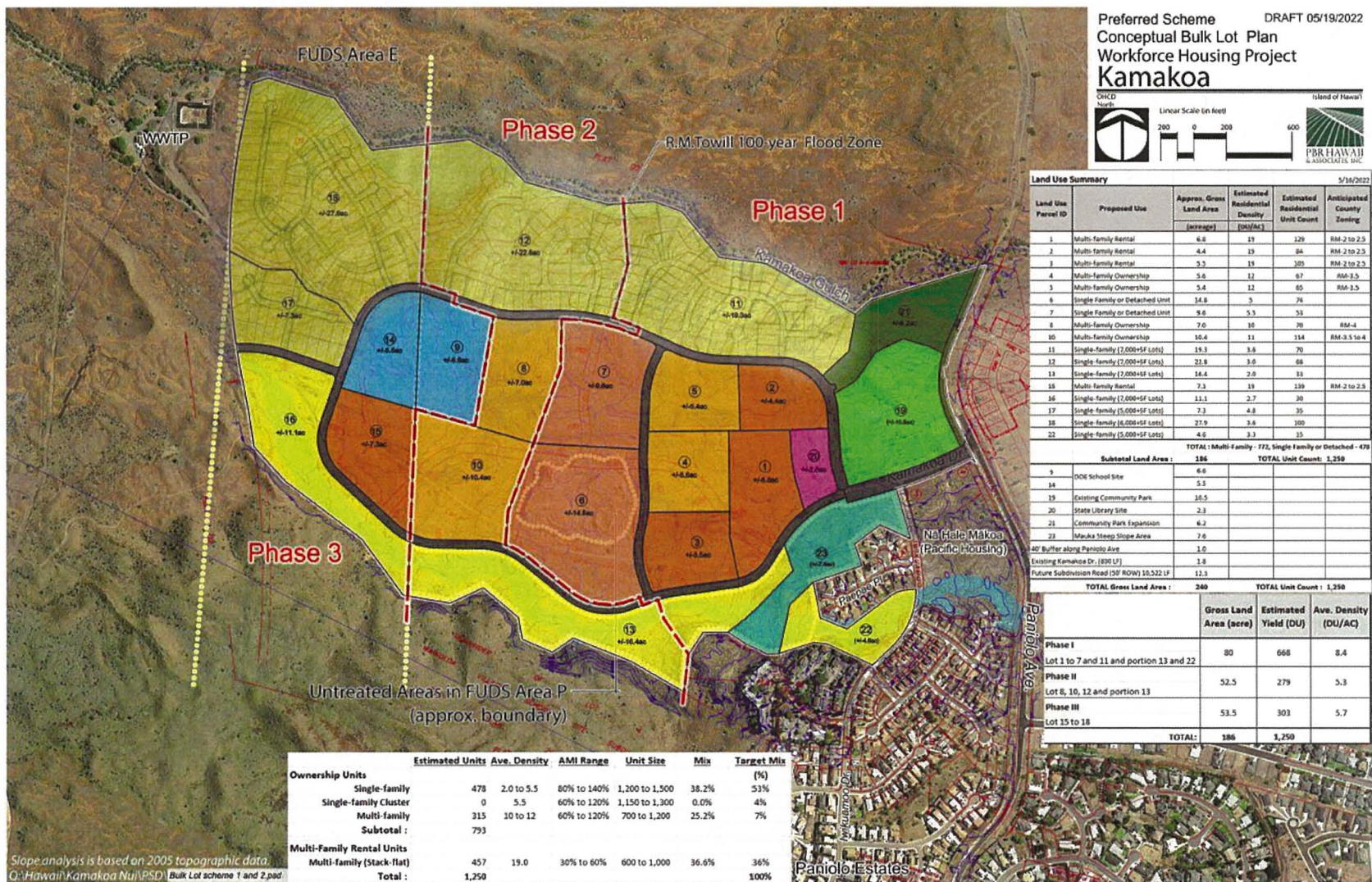


EXHIBIT 4

COLOR KEY FOR PROPOSED WAIOLOA PUBLIC LIBRARY SITE:

## EXEMPTION NOTIFICATION

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200.1, HAR.

**Project Title:** Approval to Lease County Property from the Hawaii County Office of Housing and Community Development, on Behalf of the Hawaii State Public Library System, for Public Library Purposes; Waikoloa, South Kohala, Island of Hawaii, Tax Map Key: (3) 6-8-041:007 (portion).

**Project/Reference No.:** PSF 22HD-010

**Project Location:** Unencumbered County lands located at TMK: (3) 6-8-041:007 (por.)

**Project Description:** Acquisition of interests in land by lease for use as a public library site.

**Ch. 343 Trigger(s):** §343-5(a)(1) Propose the use of state or county lands.

**Exemption Class and Item Numbers and Descriptions:** In accordance with the Hawaii Administrative Rules (HAR), Section 11-200.1-15(a) & -16(a)(2) and the Exemption List for the Department of Land and Natural Resources reviewed and concurred on by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to:

**General Exemption Type 1:** Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing;

**PART 1, Item No. 39:** “Acquisition of land or interests in land.”

**Will the Cumulative Impact of Planned Successive Actions in the Same Place be Significant?** Not applicable

**Action May Have Significant Impact on Particularly Sensitive Environment?** Not applicable.

**EXHIBIT 5**

**Analysis:** Not applicable.

**Consulted Parties:** Not applicable.

**Recommendation:** That the Board find 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.

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

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LAND COURT SYSTEM ) REGULAR SYSTEM  
Return by Mail ( ) Pickup ( ) To:

Total Number of Pages:  
Tax Map Key No. (3) 6-8-041:007 (portion)

LEASE NO. \_\_\_\_\_  
Between  
COUNTY OF HAWAII  
and  
STATE OF HAWAII  
covering

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

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**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

LEASE NO. \_\_\_\_\_

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_\_, by and between the COUNTY OF HAWAII, whose address is \_\_\_\_\_  
and STATE OF HAWAII, hereinafter  
referred to as the "Lessor," by its Board of Land and Natural  
Resources, called the "Board," whose address is \_\_\_\_\_,  
for the Hawaii State Public Library System,  
whose address is \_\_\_\_\_,  
hereinafter  
referred to as the "Lessee."

WITNESSETH:

Pursuant to section 171-30, Hawaii Revised Statutes,  
and for and in consideration and of the terms, covenants and  
conditions herein contained, all on the part of the Lessee to be  
kept, observed and performed, does lease unto the Lessee, and the  
Lessee does lease from the Lessor the premises situate at  
Waikoloa, Waimea, South Kohala, Island of Hawaii, Hawaii, and  
identified as "\_\_\_\_\_", containing  
an area of 2.00 acres, more or less, more particularly described  
in Exhibit "A" and as shown on the map marked Exhibit "B,"  
attached hereto and made parts hereof.

TO HAVE AND TO HOLD the leased premises unto the Lessee  
for the term of \_\_\_\_\_ (\_\_\_\_) years, commencing on the  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, up to and including  
the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, unless sooner  
terminated as hereinafter provided.

The annual rent shall be gratis. \_\_\_\_\_

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

THE LESSEE COVENANTS AND AGREES WITH THE LESSOR AS FOLLOWS:

1. Taxes, assessments, etc. The Lessee shall pay or cause to be paid, when due, the amount of all taxes, rates, and assessments of every description as to which the premises or any part, or any improvements, or the Lessor or Lessee, are now or may be assessed or become liable by authority of law during the term of this lease; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only those installments, together with interest, which becomes due and payable during the term of this lease.

2. Utility services. The Lessee shall be responsible for obtaining any utility services and shall pay when due all charges, duties and rates of every description, including water, sewer, gas, refuse collection or any other charges, as to which the premises or any part, or any improvements, or the Lessor or Lessee may become liable for during the term, whether assessed to or payable by the Lessor or Lessee.

3. Covenant against discrimination. The use and enjoyment of the premises shall not be in support of any policy which discriminates against anyone based upon race, creed, sex, color, national origin, religion, marital status, familial status, ancestry, physical handicap, disability, age or HIV (human immunodeficiency virus) infection.

4. Sanitation. The Lessee shall keep the premises and improvements in a strictly clean, sanitary and orderly condition.

5. Waste and unlawful, improper or offensive use of premises. The Lessee shall not commit, suffer or permit to be committed any waste, nuisance, strip, or unlawful, improper or offensive use of the premises or any part.

6. Compliance with laws. The Lessee 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 premises, now in force or which may be in force.

7. Inspection of premises. The Lessee shall permit the Lessor and its agents, at all reasonable times during the lease term, to enter the premises and examine the state of its repair and condition.

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

8. Improvements. It is hereby understood and agreed that the Lessee, through the Hawaii State Public Library System intends to construct, maintain, and operate a new public library on the premises. The Lessee shall not at any time during the term construct, place, maintain or install on the premises any building, structure or improvement of any kind and description that is inconsistent with a public library or ancillary improvements except with the prior written approval of the Lessor. The Lessee shall own these improvements until the expiration or other termination of the lease, at which time the ownership shall, at the option of the Lessor, remain and become the property of the Lessor or shall be removed by Lessee at Lessee's sole cost and expense.

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

10. Liens. The Lessee shall not commit or suffer any act or neglect which results in the premises, any improvement, or the leasehold estate of the Lessee becoming subject to any attachment, lien, charge, or encumbrance, except as provided in this lease.

11. Character of use. The Lessee shall use or allow the premises leased to be used solely for public library purposes.

12. Assignments, etc. The Lessor agrees that the premises leased or any part thereof may be sublet, mortgaged or assigned by the Lessee without the consent of the Lessor.

13. Lessee's responsibilities. The Lessee shall be responsible for injury caused by the Lessee's officers and employees in the course and scope of their employment to the extent that the Lessee's liability for such damage or injury has been determined by a court or otherwise agreed to by the Lessee. The Lessee shall pay for such damage and injury to the extent permitted by law provided that an appropriation is enacted for that purpose.

14. Liability of Lessor. The Lessor shall not be liable to the Lessee for damage to person or property arising for any reason, except that the Lessor shall be liable to the Lessee for damage to the Lessee resulting from the negligent act or omission of the Lessor or its authorized representatives.

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

15. Insurance. Lessee, as a sovereignty, is self-insured.

16. Right to enter. The Lessor and its agents or representatives shall have the right to enter and cross any portion of the premises for the purpose of performing any public or official duties; provided, however, in the exercise of these rights, the Lessor shall not interfere unreasonably with the Lessee or Lessee's use and enjoyment of the premises.

17. Extension of time. Notwithstanding any provision contained in this lease, when applicable, the Lessor may for good cause shown, allow additional time beyond the time or times specified in this lease for the Lessee to comply with, observe, and perform any of the lease terms, conditions, and covenants.

18. Quiet enjoyment. The Lessor covenants and agrees with the Lessee that upon payment of the rent at the times and in the manner provided and the observance and performance of these covenants, terms, and conditions on the part of the Lessee to be observed and performed, the Lessee shall and may have, hold, possess, and enjoy the premises for the term of the lease, without hindrance or interruption by the Lessor or any other person or persons lawfully claiming by, through, or under it.

19. Surrender. The Lessee shall, at the end of the term or other sooner termination of this lease, peaceably deliver unto the Lessor possession of the premises in a clean and orderly condition, together with all improvements existing or constructed thereon or Lessee shall remove such improvements, at the option of the Lessor. Furthermore, upon the expiration, termination, or revocation of this lease, should the Lessee fail to remove any and all of Lessee's personal property from the premises, after notice thereof, the Lessor may remove any and all personal property from the premises and either deem the property abandoned and dispose of the property or place the property in storage at the cost and expense of Lessee, and the Lessee does agree to pay all costs and expenses for disposal, removal, or storage of the personal property. This provision shall survive the termination of the lease.

20. Non-warranty. The Lessor does not warrant the conditions of the premises, as the same are being leased as is.

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

22. Exhibits - Incorporation in lease. All exhibits referred to are attached to this lease and hereby are deemed

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

incorporated by reference.

23. Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe or limit the scope or intent of any provision of this lease.

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

25. Time is of the essence. Time is of the essence in all provisions of this lease.

26. Lessee's Financial Obligation and Commitment. Lessee's financial obligation and commitment to make payments or reimbursements of any kind under this Agreement shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to Department of Land and Natural Resources or the Hawaii State Public Library System to make such payment or reimbursement.

27. No drafter. Neither party to this lease shall be deemed to have drafted this instrument. \_\_\_\_\_

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

IN WITNESS WHEREOF, the COUNTY OF HAWAII, the Lessor herein, and the STATE OF HAWAII, by its Board of Land and Natural Resources, the Lessee herein, 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.

COUNTY OF HAWAII

APPROVED AS TO FORM  
AND LEGALITY:

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Deputy Corporation Counsel  
Date: \_\_\_\_\_

LESSOR

APPROVED BY RESOLUTION FROM  
THE COUNTY COUNCIL ON  
\_\_\_\_\_.

STATE OF HAWAII

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

By \_\_\_\_\_  
SUZANNE D. CASE  
Chairperson  
Board of Land and Natural  
Resources

DEPARTMENT APPROVED:

LESSEE

\_\_\_\_\_  
Chairperson  
Board of Education  
Date: \_\_\_\_\_

APPROVED AS TO LEGALITY, FORM,  
EXCEPTIONS, AND RESERVATIONS:

\_\_\_\_\_  
Deputy Attorney General  
Date: \_\_\_\_\_

**SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE**

IN WITNESS WHEREOF, the COUNTY OF HAWAII, the Lessor herein, and the STATE OF HAWAII, by its Board of Land and Natural Resources, the Lessee herein, 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.

APPROVED AS TO FORM  
AND LEGALITY:

COUNTY OF HAWAII

By \_\_\_\_\_  
Its Mayor

\_\_\_\_\_  
Deputy Corporation Counsel  
Date: \_\_\_\_\_

LESSOR

APPROVED BY RESOLUTION FROM  
THE COUNTY COUNCIL ON  
\_\_\_\_\_.

STATE OF HAWAII

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

By \_\_\_\_\_  
SUZANNE D. CASE  
Chairperson  
Board of Land and Natural  
Resources

DEPARTMENT APPROVED:

LESSEE

\_\_\_\_\_  
Chairperson  
Board of Education  
Date: \_\_\_\_\_

APPROVED AS TO LEGALITY, FORM,  
EXCEPTIONS, AND RESERVATIONS:

\_\_\_\_\_  
Deputy Attorney General  
Date: \_\_\_\_\_

## SAMPLE: DRAFT GROUND LEASE FROM STATE TEMPLATE

STATE OF HAWAII )  
 ) SS.  
COUNTY OF HAWAII )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

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