

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

September 9, 2022

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

Ref. No.: GLS-5425
PSF No.: 22HD-047

HAWAII

Consent to Assign General Lease No. S-5425, Amy M. Kaawaloa and Andrea M. Kaawaloa-Okita, Assignors, to Jolynn M. Kaawaloa-Casco, Assignee, Lot 35, Kikala-Keokea Residential Subdivision, Kalapana Section, Puna, Island of Hawaii; Tax Map Key: (3) 1-2-043:025.

APPLICANTS:

Amy M. Kaawaloa, married, wife of Jesse Maag, and Andrea M. Kaawaloa-Okita, married, wife of David Okita, as Assignors, to Jolynn M. Kaawaloa-Casco, married, wife of Cliffane Casco, tenant in severalty, as Assignee.

LEGAL REFERENCE:

Section 171-36(a)(5), Hawaii Revised Statutes, as amended.

LOCATION:

Portion of Government lands of Lot 25, Kikala-Keokea Residential Subdivision, Kalapana Section, situated at Kikala and Keokea, Puna, Island of Hawaii, identified by Tax Map Key: (3) 1-2-043: 025, as shown on the attached maps and photo labeled **Exhibit A.**

AREA:

1 acre, more or less.

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act.

DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO

CHARACTER OF USE:

The lessee shall use or allow the premises leased, to be used solely for residential purposes as the lessee's primary domicile, provided that the following additional uses shall be permitted:

1. Storage of boats, fish catch, fishing nets and other fishing related implements;
2. Raising and keeping of small livestock and poultry for subsistence purposes only, except that the raising of swine (also called hogs and pigs) on the leased premises shall be prohibited; and
3. Cultivation of farm and agricultural crops for subsistence purposes (for home consumption only and not for sale), including herbal plants.

TERM OF LEASE:

65 years, commencing on January 1, 1997 and expiring on December 31, 2061. Rental reopening and redetermined on the twenty-fifth (25th) and forty-fifth (45th) years of said term.

ANNUAL RENTAL:

\$617 per annum. Payable in advance, in semi-annual installments of \$308.50, on the First Day of January and July of each year.
Note: As per Reopening Offer Letter dated May 27, 2022.

CONSIDERATION:

Gratis

RECOMMENDED PREMIUM:

Not applicable as the lease does not allow for a premium.

DCCA VERIFICATION:

ASSIGNOR:

Not applicable. Assignor is an individual and as such, is not required to register with DCCA.

ASSIGNEE:

Not applicable. Assignor is an individual and as such, is not required to register with DCCA.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rule (HAR) Sections 11-200.1-16 and the Exemption List for the Department of Land and Natural Resources approved by the Environmental Council and dated November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to General Exemptions Type 1, Part 1, Item No. 40, where Type 1 exemptions involve “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,” and where Item No. 40 under Part 1 applies to “Leases of state land involving negligible or no expansion or change of use beyond that previously existing.” The subject request is a de minimis action that will probably have minimal or no significant effect on the environment and should be declared exempt from the preparation of an environmental assessment and the requirements of § 11-200.1-16, HAR.

APPLICANT REQUIREMENTS:

Applicant shall be required to:

1. Submit a basic homeowner’s insurance or a Certificate of Liability Insurance for the property as required under the lease, within sixty (60) days of this approval.

REMARKS:

Pursuant to Act 314, Session Laws of Hawaii 1991, as amended by Act 172, Session Laws of Hawaii 1993 and Act 81, Session Laws of Hawaii 1994, the Legislature of the State of Hawaii authorized the Department to negotiate and enter into long-term residential leases to persons living in Kalapana who were dispossessed or displaced as a result of the volcanic eruptions on the island of Hawaii, which began January 3, 1983 and persons who meet the qualifications of Section 13D-3(b), Hawaii Revised Statutes.

At its meeting of December 16, 1994, Item F-3, the Board of Land and Natural Resources (Board) authorized the awarding of direct residential leases, pursuant to Act 314 at Kikala-Keokea, Puna, Hawaii.

A drawing of lots was conducted on December 9, 1995, and Amy M. Kaawaloa, single, and Andrea M. Kaawaloa, single, as joint tenants, were awarded a 65-year residential lease under General Lease No. S-5425. Forty-seven other leases were also awarded at the drawing.

At its meeting of November 20, 1998, Item D-6, the Board authorized Land Division to instruct its Fiscal Office to stop rental billings of the 48 general leases and to amend the lease document to reflect a “new” commencement date.

At its meeting of September 8, 2006, Item D-5, the Board approved to amend the 48 general leases awarded for residential purposes by: 1) Authorizing Land Division to instruct its Fiscal Office to commence with billing of lease rents, effective January 1, 2007; and 2) Amend lease terms and conditions of the general leases awarded relating to revisions of rent, liability insurance, improvements, mortgage, construction requirement, and the Kikala-Keokea Residential Community Association.

At its meeting of April 11, 2008, Item D-2, the Board approved to amend the insurance requirement for the forty-eight Kikala-Keokea general leases awarded for residential purposes, by lowering the amount of coverage required from \$300,000 per occurrence and \$500,000 aggregate to \$100,000 per occurrence and aggregate.

On August 26, 2010, Andrea M. Kaawaloa submitted a request to this office to change her name on subject lease from Andrea M. Kaawaloa to Andrea M. Kaawaloa-Okita to reflect her marriage that took place on April 13, 2004.

Amy M. Kaawaloa and Andrea M. Kaawaloa-Okita, as Assignors, are now requesting consent to assign subject lease to Jolynn M. Kaawaloa-Casco, as Assignee.

Jolynn Kaawaloa-Casco is a qualified Assignee under Act 314 for a Kikala-Keokea residential lease as a descendent of a survivor/displaced resident of Kalapana from the volcanic eruptions beginning January 3, 1983.

Amy M. Kaawaloa and Andrea M. Kaawaloa-Okita, Lessees/Assignors, are current on lease payments. Certificate of Liability Insurance is current. There is no bond requirement for this lease. The Lessee has never been cited for any illegal or unlawful activity on subject property.

Jolynn M. Kaawaloa-Casco, as Assignee, has not had a lease, permit, easement, or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

The first rental reopening took place on May 27, 2022. An appraisal was performed on December 2, 2021. The proposed rent has been accepted by the lessee. The next rental reopening is scheduled in 20-years (January 1, 2042).

No government agencies were solicited for comments as this is not a new disposition or change in use.

RECOMMENDATION:

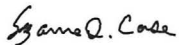
1. That the Board declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment as a de minimis action.
2. That the Board consent to Assignment of General Lease No. S-5425, Amy M. Kaawaloa, married, wife of Jesse Maag, and Andrea M. Kaawaloa-Okita, married, wife of David Okita, as Assignors, to Jolynn M. Kaawaloa-Casco, married, wife of Cliffane Casco, tenant in severalty, as Assignee, subject to the following:
 - A. The standard terms and conditions of the most current consent to assignment form, as may be amended from time to time;
 - B. Assignee shall provide acceptable evidence of insurance to Land Division prior to execution of the Assignment;
 - 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,



JCH
Pua Ishibashi
Land Agent

APPROVED FOR SUBMITTAL:



RT
Suzanne D. Case, Chairperson

EXHIBIT A

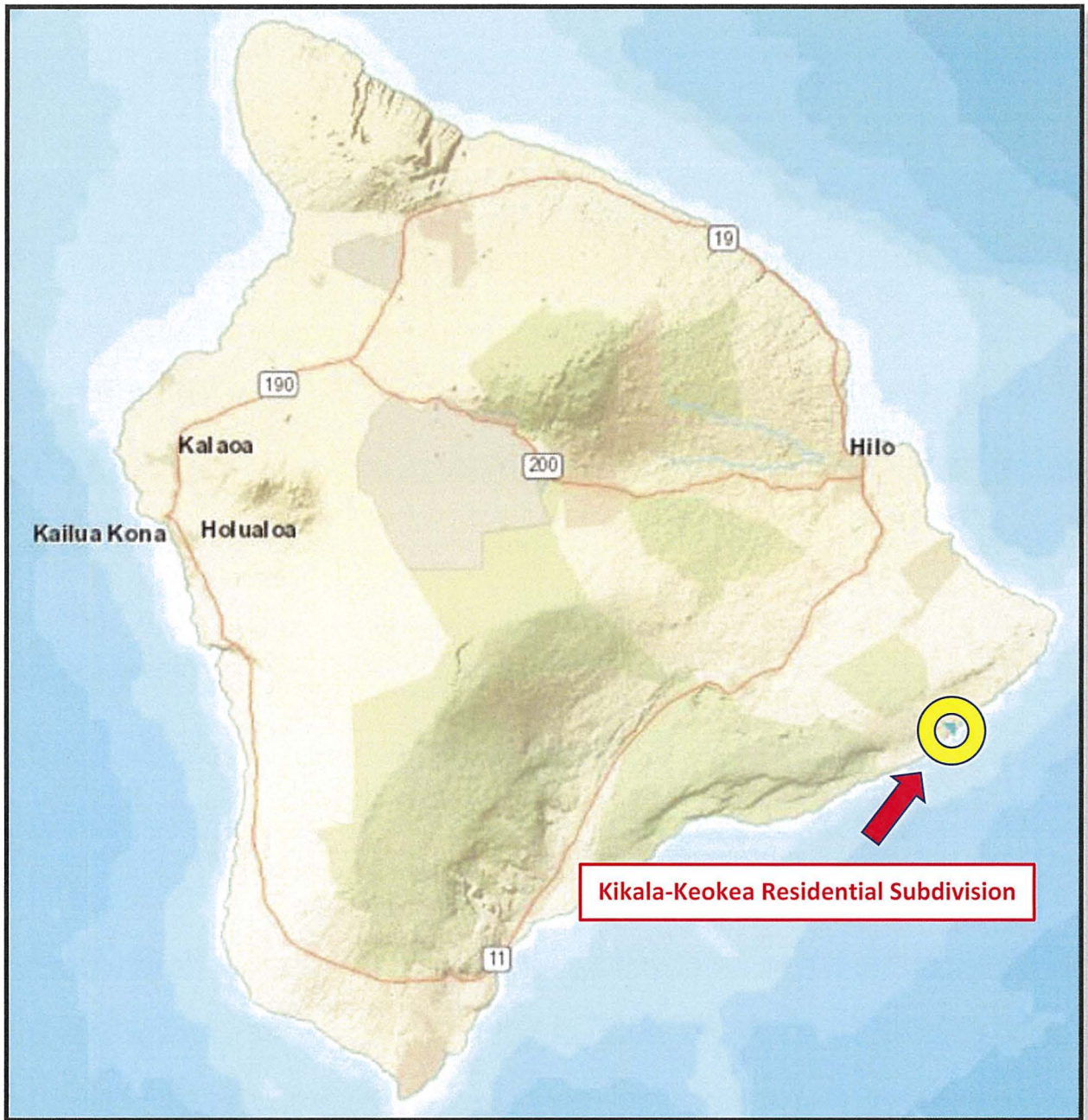
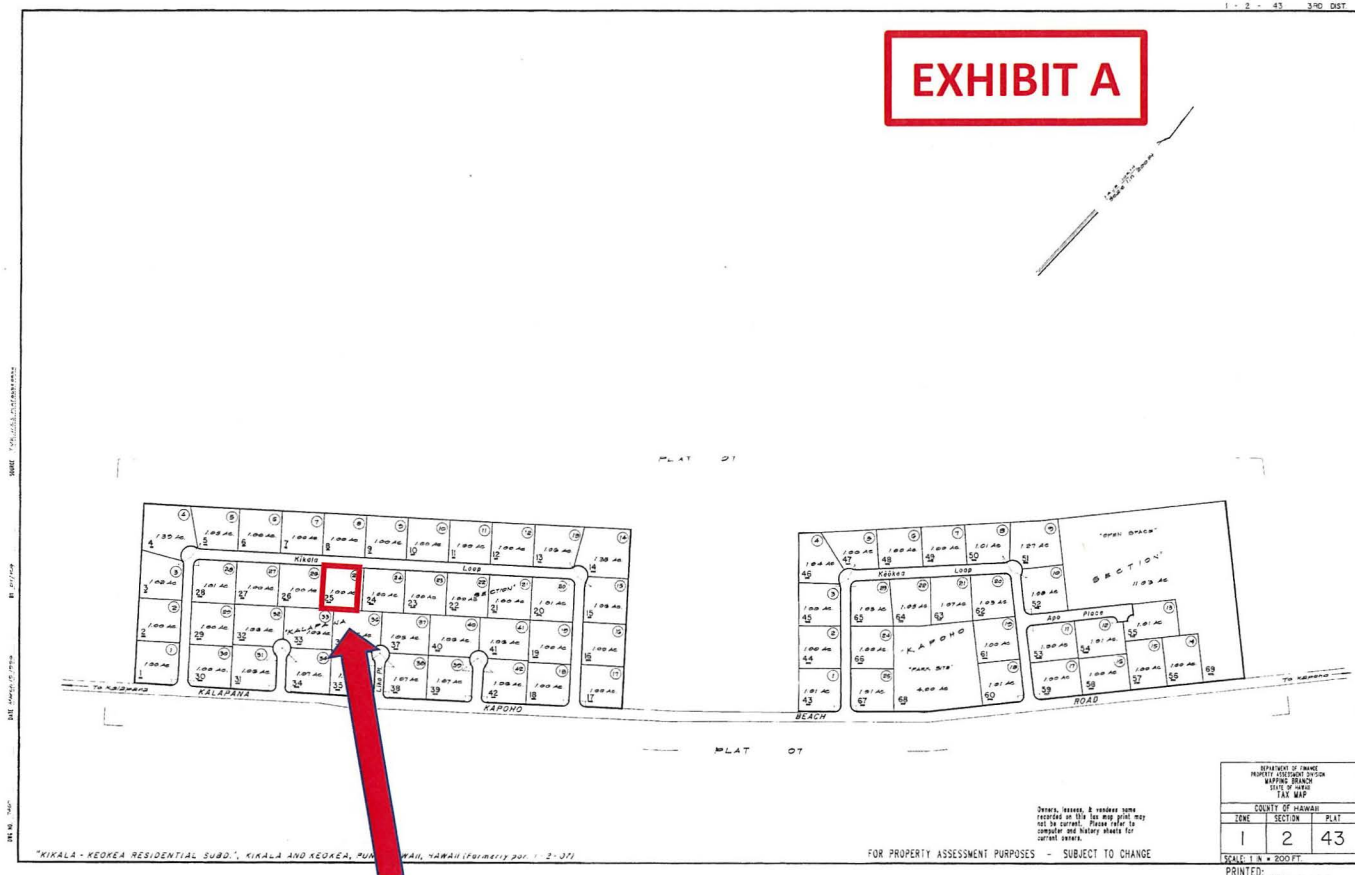
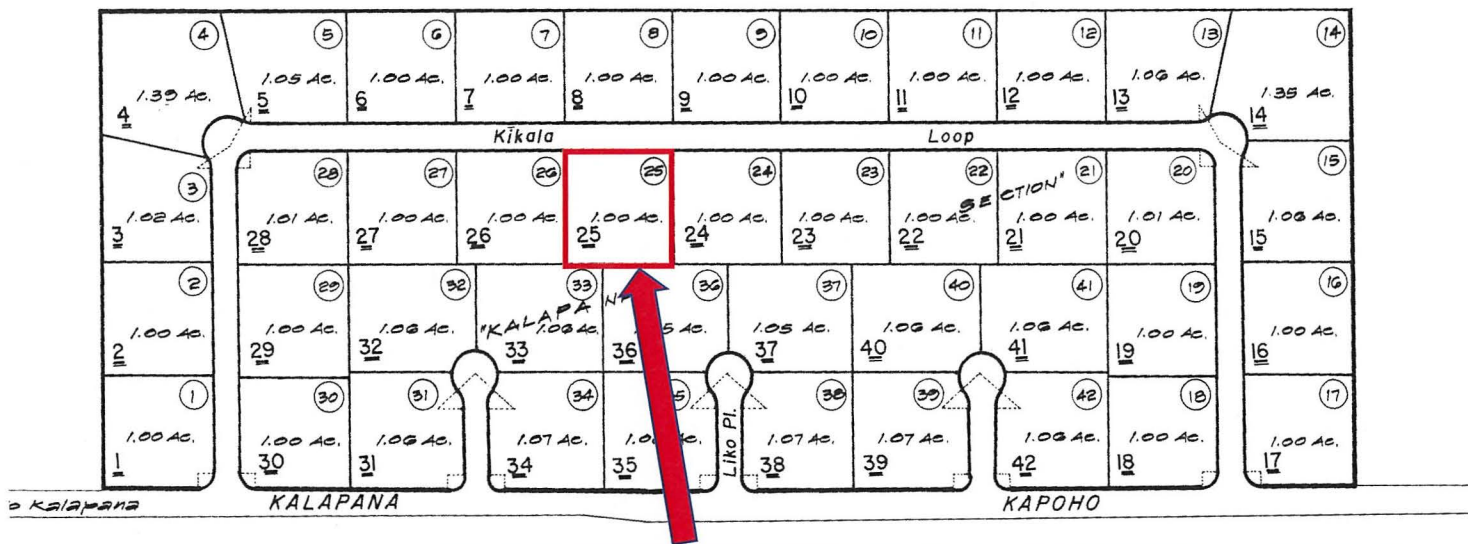


EXHIBIT A



**Lot 25, Kalapana Section,
Kikala-Keokea Residential Subdivision, TMK: (3) 1-2-043:025.**



**Lot 25, Kalapana Section,
Kikala-Keokea Residential Subdivision, TMK: (3) 1-2-043:025.**

EXHIBIT A



Photo of subject property from Kikala Loop facing the ocean.

Property is undeveloped with no structures.