

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Forestry and Wildlife

June 9, 2023

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

Land Board Members:

SUBJECT: REQUEST APPROVAL TO AUTHORIZE THE CHAIRPERSON TO SIGN A NOTICE OF FEDERAL PARTICIPATION FORM REQUIRED BY USFWS TO BE RECORDED WITH THE PURCHASE OF PROPERTY IN MAHUKONA, NORTH KOHALA DISTRICT, HAWAI'I ISLAND, TMKs (3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-002:037, UNDER SUBGRANT AGREEMENT BETWEEN THE STATE OF HAWAII, DEPARTMENT OF LAND AND NATURAL RESOURCES, DIVISION OF FORESTRY AND WILDLIFE, AND HAWAI'I LAND TRUST

BACKGROUND:

The United States Fish and Wildlife Service ("FWS") and the Department of Land and Natural Resources ("DLNR") have entered into Federal Recovery Land Acquisition Grant Agreement Number F22AP00277 ("Mahukona RLA Agreement") which provides \$4,000,000 for the acquisition of fee title to 642 acres of real property in the North Kohala district of Hawai'i Island called Mahukona Navigational and Cultural Preserve ("Mahukona"). Mahukona is part of a coastal ecosystem that encompasses the ancient Kohala Field System and is located between Lapakahi State Historical Park and Kapa'a Beach Park, both property of the State of Hawai'i. Mahukona contains many federal and state listed species and is strategically important for regional invasive species control.

On April 22, 2022, the Board of Land and Natural Resources ("Board") approved the authorization of the Chairperson of DLNR to negotiate, enter into, amend, extend, and terminate an agreement to subgrant funds from the Mahukona RLA Agreement to another state or local agency or non-profit organization ("potential recipient"), conditioned on the grant funds being used to acquire fee title to the identified real property and the potential recipient agreeing to accept all of the provisions and obligations outlined in the proposed subgrant agreement. The Division of Forestry and Wildlife ("DOFAW") entered into a

subgrant agreement with Hawaiian Island Land Trust d/b/a Hawai'i Land Trust ("HILT") on April 6, 2023 based on the terms outlined in the Mahukona RLA Agreement.

DISCUSSION:

FWS requires all grant recipients record a Notice of Federal Participation ("NOFP") with the deed of the real property purchased using Federal Recovery Land Acquisition grant funds. The NOFP (1) identifies the location of the real property by legal description; (2) identifies the grant used to purchase the real property; (3) names the grant recipient and/or subrecipient of the grant; (4) identifies the FWS as the awarding agency and the purpose of the award; (5) provides assurance that the grant recipient and/or subrecipient will use the real property "for its originally authorized purpose as long as needed for the purpose or any future purpose that is mutually agreed upon by the [FWS] and the [grant] recipient;" (6) provides that the recipient and/or subrecipient will not tolerate activities on the real property that interfere with its originally authorized purpose; (7) requires a statement the recipient and/or subrecipient will not dispose of, transfer, or encumber the title without FWS approval; (8) requires a statement there will be no discrimination on the real property under the award as long as it serves its originally authorized purpose; and (9) requires the signature of the director or chief executive of the recipient agency or organization and the signature of the director or chief executive of the subrecipient agency or organization that will hold the real property.

HILT is that intended subrecipient of the funds from the Mahukona RLA Agreement and is intended to hold title to Mahukona. When a grant recipient purchases and holds title to a property, the NOFP is recorded as part of the deed. Provided HILT purchases Mahukona, the deed and NOFP for Mahukona will be recorded separately for this property because DLNR will not hold title to Mahukona, but the Chairperson of DLNR is required to sign the NOFP as the recipient of the funds under the Mahukona RLA Agreement.

CHAPTER 343 ENVIRONMENTAL REVIEW

In accordance with the requirements of chapter 343, HRS, an environmental assessment is not required as this request does not include approval of an action, pursuant to §§343-2 and 343-5(a).



RECOMMENDATIONS:

That the Board:

1. Authorize the Chairperson to sign a Notice of Federal Participation form required by the USFWS to be recorded with the purchase of property in Mahukona, North Kohala District, Hawai'i Island, TMKs (3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-002:037, under subgrant agreement between DLNR and HILT.

Respectfully submitted,



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DAVID G. SMITH, Administrator  
Division of Forestry and Wildlife

APPROVED FOR SUBMITTAL:



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DAWN N.S. CHANG, Chairperson  
Board of Land and Natural Resources

- Exhibit 1: Notice of Federal Participation (NOFP)  
Exhibit 2: Recovery Land Acquisition grant (RLA) Subgrant agreement between DLNR and Hawai'i Land Trust

Upon recording return **by mail** to:

Hawai'i Land Trust  
126 Queen Street, Suite 306  
Honolulu, HI 96813  
Telephone: (808) 940-0639

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Grant Recipient: State of Hawai'i, through its Department of Land and Natural Resources

Subrecipient: Hawaiian Islands Land Trust d/b/a Hawai'i Land Trust, a Hawaii domestic nonprofit organization

TMKs: (3) 5-7-003:002  
(3) 5-7-003:003  
(3) 5-7-003:010  
(3) 5-7-002:011  
(3) 5-7-003:001  
(3) 5-7-003:018  
(3) 5-7-003:007  
(3) 5-7-003:008  
(3) 5-7-002:027  
(3) 5-7-002:036  
(3) 5-7-002:037

Total No. of Pages: 4

### **NOTICE OF FEDERAL PARTICIPATION**

U.S. Department of the Interior, Fish and Wildlife Service

The State of Hawai'i, Department of Land and Natural Resources ("DLNR"), whose principal place of business is 1151 Punchbowl Street, Honolulu, Hawai'i 96813, acknowledges that the Mahukona Acquisition (Tax Map Keys (3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-002:037), located in Hawai'i County, State of Hawai'i (the "Property"), was acquired by Hawaiian Islands Land Trust d/b/a Hawai'i Land Trust ("HILT"), whose principal place of business is 126 Queen Street, Suite 306, Honolulu, Hawai'i 96813, in part, with funds awarded by the U.S. Department of the Interior, Fish and Wildlife Service (the

“USFWS”) including grant funds received from the Cooperative Endangered Species Conservation Fund Recovery Land Acquisition Grant Program (CFDA #15.615) established under Section 6 of the Endangered Species Act, 16 U.S.C. § 1535 (the “Program”). The Program is administered by the USFWS, Division of Wildlife and Sport Fish Restoration, and its successors and assigns. The Property is subject to all the terms and conditions of Grant Award F22AP00277 (Award), “Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystem & Communities. Proposed Fee Purchase of 642 acres of land along the Leeward Kohala, Hawaii Island coastline,” effective January 1, 2022, to DLNR as Recipient, and HILT as Subrecipient, the purpose of which is to enhance habitat to improve recovery efforts for federally listed species, including the Hawaiian hoary bat (*Lasiurus semotus*) (Hawaiian name - ‘ōpe‘ape‘a), Hawaiian monk seal (*Neomonachus Schauislandi*) (Hawaiian name – ilioholoikauaua), Hawaiian Dark-Rumped Petrel (*Pterodroma phaeopygia*) (Hawaiian name - ‘ua‘u), Newell’s Manx Shearwater (*Puffinus auricularis newelli*) (Hawaiian name - ‘a‘o), Band-Rumped Storm Petrel (*Oceanodroma castro*) (Hawaiian name - ‘akē‘akē), Hawaiian Goose (*Branta sandvicensis*) (Hawaiian name – nēnē), ko‘oloa‘ula (*Abutilon menziesii*), ‘ōhai (*Sesbania tomentosa*), ‘ihi (*Portulaca villosa*), and blunt chaff flower (*Achranthes mutica*). A copy of the Award is kept on file at the offices of the USFWS, 911 NE 11th Avenue, Portland, Oregon 97232 and DLNR, Division of Forestry and Wildlife, 1151 Punchbowl Street, Room 325, Honolulu, Hawaii 96813. HILT has been sub-granted to purchase the property. DLNR acknowledges that the Property was acquired in part for the USFWS-approved purpose of protecting the Property in perpetuity in a manner consistent with the goals and objectives of the Grant Agreement Number F22AP00277. The purpose of this acquisition project is to manage and restore native dryland coastal strand habitat through a comprehensive restoration plan; expand monitoring, management, and protection of federal and state listed species; engage with local communities; and develop carbon sequestration and climate change mitigation efforts. The Recipient and Subrecipient will use the real property for its originally authorized purpose as long as needed for that purpose or any future purpose that is mutually agreed upon by the USFWS and recipient.

The Subrecipient must not authorize or tolerate any activities on the real property that interfere with its originally authorized purpose. If such activities do occur, the Subrecipient must ensure that they stop immediately.

DLNR’s responsibilities and the federal interest shall last in perpetuity and pass to any successors unless provided for otherwise through disposal pursuant to 2 C.F.R. §200.311.

DLNR, as a recipient of Award funds, hereby confirms its obligations and responsibilities with regards to the Property pursuant to the terms and conditions associated with the Award, including the obligation to obtain the consent of the USFWS prior to the conveyance of any interest in the Property or the use of the Property for any purpose inconsistent with the USFWS-approved purpose. In the event the Property is no longer necessary for the purpose of the Award, DLNR will request disposition instructions from the USFWS, which will be provided in accordance with 2 C.F.R. §200.311(c).

There must be no discrimination 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 on any real property acquired or constructed under the award as long as it continues to serve its originally authorized purpose.

*Signatures on Following Pages*

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

\_\_\_\_\_.

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

\_\_\_\_\_  
Julie H. China  
Deputy Attorney General

Dated: \_\_\_\_\_

STATE OF HAWAII

By \_\_\_\_\_  
DAWN N.S. CHANG  
Chairperson  
Board of Land and  
Natural Resources

Dated: \_\_\_\_\_

RECIPIENT

HAWAIIAN ISLANDS LAND TRUST  
d/b/a HAWAI'I LAND TRUST

By \_\_\_\_\_  
SHAELINE KAMAKAALA  
Director of 'Āina Protection and General  
Counsel

DATED: \_\_\_\_\_

SUBRECIPIENT

STATE OF HAWAII

COUNTY OF \_\_\_\_\_

On this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, to me personally known or otherwise proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that they signed such document voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public  
Name: \_\_\_\_\_  
Commission No. \_\_\_\_\_  
My Commission Expires: \_\_\_\_\_

NOTARY CERTIFICATE (Hawaii Administrative Rules §5-11-8)

Document Identification or Description: \_\_\_\_\_  
Doc. Date: \_\_\_\_\_  Undated at time of notarization  
No. of Pages: \_\_ Jurisdiction: \_\_\_\_\_ Circuit  
(in which notarial act is performed)

\_\_\_\_\_  
Signature of Notary Date of Certificate

\_\_\_\_\_  
Printed Name of Notary

(Official Stamp or Seal)

## AGREEMENT TO SUBGRANT

**Between:**

**HAWAI'I LAND TRUST  
&  
STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

This Agreement to Subgrant ("Agreement") entered into on April 6, 2023 (the "Effective Date") by and between HAWAIIAN ISLANDS LAND TRUST, d/b/a HAWAI'I LAND TRUST ("HILT"), whose principal place of business is 126 Queen Street, Suite 306, Honolulu, Hawai'i 96813, and the STATE OF HAWAI'I, through its Department of Land and Natural Resources ("DLNR"), whose principal place of business is 1151 Punchbowl Street, Honolulu, Hawai'i 96813.

### EXHIBITS

EXHIBIT A            Notice of Award, F22AP00277, as amended  
EXHIBIT B            Property Description  
EXHIBIT C            Checklist for Acquisition Subgrants  
Exhibits A, B, and C are hereby made a part of this Subgrant Agreement.

### RECITALS

WHEREAS, the U.S. Department of the Interior, acting through its Fish and Wildlife Service ("FWS") and DLNR have entered into a Federal Recovery Land Acquisition Grant Agreement Number F22AP00277, as amended (Exhibit A, "Grant Agreement") to facilitate the acquisition of fee title to real property identified in said Grant Agreement;

WHEREAS, the FWS will permit DLNR to subgrant FWS grant funds to another state or local agency or non-profit organization ("potential recipient"), conditioned on the grant funds being used to acquire fee title to the identified real property and the potential recipient agreeing to accept all of the provisions and obligations set forth in said Grant Agreement (Exhibit A);

WHEREAS, HILT is a local non-profit organization whose mission is to protect and steward the lands that sustain Hawai'i, and to perpetuate Hawaiian values by connecting people with 'āina;

WHEREAS, HILT intends to purchase fee title to the Mahukona Property situate at District of Kohala, Island of Hawai'i, County of Hawai'i, State of Hawai'i, consisting of 642 acres, more or less, and currently bearing tax map key numbers ("TMK No.") (3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-002:037, as more particularly described in Exhibit B (the "Property");

WHEREAS, HILT and DLNR desire that the Property be protected in perpetuity through the Mahukona Recovery Land Acquisition Project (Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities) as a conservation area for native wildlife and plant habitat, an area for carbon sequestration through reforestation projects, and a space for cultural-based education and outreach;

WHEREAS, HILT intends to provide matching funds for the FWS grant;

WHEREAS, the current landowners, Mahukona LLC, Mahukona South LLC, and Mahukona North LLC, require a quick sale of the Property; and

WHEREAS, HILT intends to grant a conservation easement over the Property to the County of Hawai'i;

NOW THEREFORE, DLNR and HILT agree to a subgrant of the FWS grant funds to HILT in accordance with the following terms and conditions. DLNR hereby agrees to subgrant to HILT an amount not to exceed the sum of Four Million and No/100 Dollars (\$4,000,000) ("Grant Funds"), subject to the terms and conditions of this Agreement to Subgrant.

#### **A. PURPOSE OF SUBGRANT**

DLNR is making this subgrant, using funds provided to DLNR by FWS, for the purpose of facilitating HILT's acquisition of fee title to the Property comprising 642 acres, more or less, as more particularly described in Exhibit B, which is attached hereto and made a part hereof by this reference.

HILT agrees that if it receives the Grant Funds and acquires fee title to the Property, then such acquisition will be for the purposes of protecting the Property in perpetuity in a manner consistent with the goals and objectives of Recovery Land Acquisition Grant Agreement Number F22AP00277, as amended, as described in Exhibit A; granting a perpetual conservation easement over the Property to the County of Hawai'i; managing and restoring native dryland coastal strand habitat through a comprehensive restoration plan; expanding monitoring, management, and protection of federal and state listed species including the Hawaiian hoary bat ('ōpe'ape'a), Hawaiian monk seal, the yellow-faced bee, Hawaiian dark-rumped petrel ('ua'u), Newell's shearwater ('a'o), band-rumped storm petrel ('akē'akē), Hawaiian goose (nēnē), and four species of listed plants; engaging with local communities; and developing carbon sequestration and climate change mitigation efforts.

#### **B. CONDITIONS OF SUBGRANT**

1. HILT agrees to purchase and hold fee title to the Property, currently identified by TMK Nos. (3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-

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002:037, as more particularly described in Exhibit B, for a purchase price estimated at Thirteen Million Twenty-five and No/100 Dollars (\$13,000,025.00). The purchase price of the Property shall not exceed the appraised fair market value approved by the FWS. The anticipated closing date for this purchase is on or before December 31, 2023, but may be subject to change based on prolonged negotiations with the landowner, required due diligence by HILT and public funders, County of Hawai'i funding approval, and any other unanticipated delays.

2. DLNR is making this subgrant to HILT using funds provided to DLNR by FWS by Grant Agreement Number F22AP00277, as amended, in an amount not to exceed Four Million Dollars (\$4,000,000) for purchase of fee title to the Property, such funds to be made available for deposit into escrow five business days prior to the closing date.

3. In the same transaction described in section B.2 above, HILT will purchase the Property using County of Hawai'i contributions in an amount not to exceed Eight Million Dollars (\$8,000,000), private contributions in an amount estimated at One Million Dollars (\$1,000,000), and a grant from the Legacy Land Conservation Program in an amount not to exceed Three Million Dollars (\$3,000,000).

4. After the acquisition of fee title to the Property, HILT shall grant a perpetual conservation easement over the Property to the County of Hawai'i.

5. HILT shall not transfer, mortgage, hypothecate, or pledge fee title to the Property or any portion thereof without prior written approval of the State of Hawai'i Board of Land and Natural Resources ("BLNR") or its successor authorities.

6. In the event that HILT is unable to continue operations or is otherwise unable to manage the Property in a manner consistent with this Agreement, subject to the approval of the BLNR, fee title to the Property shall be conveyed by HILT to another government agency, DLNR, or an appropriate conservation organization which will continue to manage the Property for the conservation values specified in FWS Recovery Land Acquisition Agreement Number F22AP00277, as amended, and in the recorded deed of conveyance to HILT. Any conveyance to DLNR shall be done *gratis* and HILT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of the Property shall comply with FWS Recovery Land Acquisition Grant program rules.

7. Prior to closing, either party may terminate this Agreement for any reason or for no reason, by providing the other party with thirty (30) days written notice of such termination.

8. This Agreement is contingent upon DLNR's receipt of funds from the FWS.

9. After the close of escrow for the acquisition of fee title to the Property, this Agreement shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF SUBGRANT" and "CONDITIONS OF SUBGRANT" provisions set forth herein.

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10. DLNR must provide FWS with interim financial and performance reports; final financial and performance reports; and Real Property Status Reports. HILT shall provide to DLNR, within 30 days of request, all necessary documentation related to Grant Agreement interim and final financial and performance reports and Real Property Status Reports. Reporting requirements include but are not limited to the following:

a. Summary of Land Costs – HILT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of acquisition (appraisal, negotiation, title search, land surveys, etc.) may be shown as a lump sum.

b. Title Vesting Evidence – HILT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the Property involved. The description may be given by reference to a deed or plat, provided a copy of the document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.

c. If the acquisition could not be acquired within the period specified in the Subgrant Agreement, a statement of the problem, the actions taken or resolve the problem, and when it is anticipated that the acquisition will be completed shall be provided.

d. HILT shall provide Real Property Status Reports to DLNR every five (5) years after the closing of the grant. Real Property Status Reports shall show HILT retains ownership of the Property and the Property is managed according to Section A, Purpose of Subgrant.

The final report must include a summary table for the fee title to the Property acquired. If a Subgrantee-owned property is to be used as match, a summary table for each property used for match must be included as well. For each property, HILT must provide DLNR and FWS with copies of the following:

For Fee Title:

- Copy of Recorded Deed(s) and copy of Notice(s) of Grant Agreement, with Document Numbers.
- Title Vesting Certificate or Title Insurance Policy.
- Property or Plat Map, Area Map, and Location Map.

For Conservation Easement:

- Copy of Recorded Grant of Conservation Easement and copy of Conservation Easement Baseline Documentation

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11. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To HILT:

Shae Kamakaala  
500 Kalanianaʻole Avenue #1  
Hilo, HI 96720  
Email: [shae@hilt.org](mailto:shae@hilt.org)

With a copy to:

CEO at Hawai‘i Land Trust  
126 Queen Street, Ste. 306  
Honolulu, HI 96813

To DLNR:

Department of Land and Natural Resources  
Division of Forestry and Wildlife  
1151 Punchbowl Street, Rm. 325  
Honolulu, Hawai‘i 96813

or to such other address as either party from time to time shall designate by written notice to the other.

12. HILT shall defend, indemnify, and hold harmless the FWS and the State of Hawai‘i, DLNR, and BLNR, their officers, employees, and agents, from and against any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses (including attorneys’ fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, death of persons, whenever such damage, injury, loss, or death arises out of, or is connected with, related to, or arising from, this Agreement or fee title to the Property. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

13. The interpretation and performance of this Agreement shall be governed by the laws of the State of Hawai‘i.

14. No person performing work under this Agreement, including any subcontractor, employee, or agent of HILT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

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15. HILT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.

16. HILT and DLNR agree that nothing in this Agreement should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.


17. HILT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision herein against HILT or DLNR as the drafter.

18. Each party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement.


IN WITNESS WHEREOF HILT and DLNR have set their hands on the day and year first above written.

Approved by the Board of  
Land and Natural Resources  
at its meeting held on  
April 22, 2022.


STATE OF HAWAI'I  
DEPARTMENT OF LAND AND  
NATURAL RESOURCES

By   
Chairperson  
Board of Land and Natural Resources

APPROVED AS TO FORM:

  
Deputy Attorney General

HAWAIIAN ISLANDS LAND TRUST d/b/a/  
HAWAI'I LAND TRUST

By   
Shaelene Kamakaala  
Director of 'Āina Protection and General  
Counsel

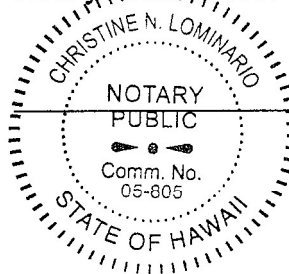
SUBGRANTEE'S ACKNOWLEDGMENT

STATE OF HAWAII )  
 )  
HAWAII COUNTY OF HAWAII ) SS.

On this 23rd day of March, 2023, before me personally appeared SHAELENE KAMAKAALA, to me known, to be the person described in and, who being by me duly sworn, did say that he/she is the DIRECTOR OF ĀINA PROTECTION <sup>and GENERAL COUNSEL</sup> of HAWAIIAN ISLANDS LAND TRUST d/b/a HAWAII LAND TRUST, the SUBGRANTEE named in the foregoing instrument, and that he/she is authorized to sign said instrument on behalf of the SUBGRANTEE, and acknowledges that he/she executes said instrument as the free act and deed of the SUBGRANTEE.

Notary Public, State of Hawaii  
**Christine N. Lominario**  
My commission expires: 12-29-2025

Notary Seal Affixed:

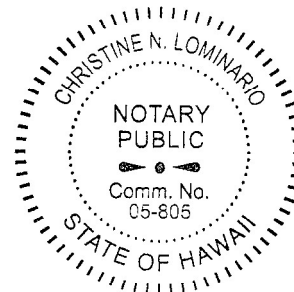


NOTARY CERTIFICATION

Doc. Date: undated # Pages: 80  
Notary Name: Christine N. Lominario THIRD Circuit  
Doc. Description: State of Hawaii Agreement to Subgrant

Notary Signature

03-23-2023  
Date



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## SCOPE OF PERFORMANCE

### **Project Description**

HILT shall use funds from the Recovery Land Acquisition Grant to acquire fee title to approximately 642 acres on Hawai'i County—currently bearing tax map key numbers (3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-002:037 (the “Property”) as described in Exhibit B. Real property for which fee title is acquired with Recovery Land Acquisition Grant funding from FWS shall be held and managed in a manner designed to protect the property’s resource values in perpetuity.

### **Performance**

HILT is required to do the following:

1. HILT agrees to purchase the “Property”, more particularly described in Exhibit B, for a purchase price estimated at Thirteen Million Twenty-five and No/100 Dollars (\$13,000,025.00). The purchase price of the Property shall not exceed the appraised fair market value of the Property approved by the FWS. The anticipated closing date for this purchase is on or before December 31, 2023 but may be subject to change based on prolonged negotiations with the landowner, required due diligence by HILT and public funders, County of Hawai'i funding approval, Legacy Land Conservation Program grant funding approval, and any other unanticipated delays.
2. Pursuant to the STATE’S commitment under Grant Agreement Number F22AP00277, as amended, between the FWS and the STATE, the SUBGRANTEE shall provide matching non-federal funds, constituting at least sixty-nine percent (69%) of the total project costs as set forth in Grant Agreement Number F22AP00277, as amended. Inability of the SUBGRANTEE to provide matching funds in the required amount may result in reduced or terminated award, pursuant to any applicable federal laws, rules, and agreements.
3. As owner of fee title to the Property, HILT shall:
  - a. Create a Management Plan for the Property, including native species and ecosystem protection plans addressing key threats, which include ungulates and invasive species;
  - b. Secure funding for native species and ecosystem protection;
  - c. Implement the Management Plan for such purposes; and

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d. Manage, conduct, and oversee the maintenance efforts specified in the Management Plan.

4. HILT shall work closely with DLNR and FWS staff with target species expertise during the management planning process. HILT must submit a draft management plan to DOFAW, to be approved by FWS prior to the closing of the grant.

5. At the request of DLNR and FWS, HILT shall provide DLNR and FWS reasonable access to the PROPERTY to assess compliance with the terms and conditions contained herein.

6. HILT shall not transfer, mortgage, hypothecate, or pledge fee title to the PROPERTY or any portion thereof without prior written approval of the BLNR.

7. In the event that HILT is unable to continue operations or is otherwise unable to manage the PROPERTY, subject to the approval of the BLNR, fee title to the PROPERTY shall be conveyed by HILT to an appropriate 501(c)(3) nonprofit conservation organization which will continue to manage the Property for the conservation values specified in the Grant Agreement and in the recorded Deed to HILT. HILT shall be responsible for any and all fees and costs associated with the conveyance. Furthermore, any transfer of the Property shall comply with FWS Recovery Land Acquisition Grant program rules.

8. Prior to closing, either party may terminate this Agreement to Subgrant for any reason or for no reason, by providing the other party with a minimum of thirty (30) days written notice of such termination.

9. This Agreement is contingent upon DLNR's receipt of funds from FWS.

10. After close of escrow for the acquisition of fee title to the PROPERTY, this Agreement to Subgrant shall remain in full force and effect for the purpose of securing compliance with the "PURPOSE OF SUBGRANT" provisions set forth above.

11. DLNR must provide FWS with interim performance reports and a final performance report. HILT shall provide to DLNR, within 30 days of request, all necessary documentation related to FWS Recovery Land Acquisition Grant interim and final performance reports. Reporting requirements include but are not limited to the following:

a. Summary of Land Costs – HILT shall furnish a schedule showing seller, acreage, appraised value, price paid, relocation costs, and other costs for each tract. Other costs of acquisition (appraisal, negotiation, title search, land surveys, etc.) may be shown as a lump sum.

b. Title Vesting Evidence – HILT shall furnish a title insurance policy or title certificate which must include a correct legal description and the acreage of the Property involved. The description may be given by reference to a deed or plat, provided a copy of the

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document accompanies the certificate or policy. On a per-unit purchase, the exact acreage, or mileage shall be indicated.

c. If the acquisition could not be acquired within the period specified in the Agreement, a statement of the problem, the actions taken or resolve the problem, and when it is anticipated that the acquisition will be completed shall be provided.

The final report must include a summary table for the fee title to the PROPERTY acquired. If a HILT-owned property is to be used as match, a summary table for each property used for match must be included as well. For each property, HILT must provide DLNR with copies of the following:

- Copy of Recorded Deed(s) and copy of Notice(s) of Grant Agreement, with Document Numbers
- Title Vesting Certificate or Title Insurance Policy
- Legal Description of the Property
- Copy of Recorded Grant of Conservation Easement and copy of Conservation Easement Baseline Documentation.

12. HILT shall comply with the terms and conditions of the Recovery Land Acquisition Grant Agreement Number F22AP00277, as amended (Exhibit A), all FWS Recovery Land Acquisition Grant program rules, and all terms and conditions set forth in the General Conditions for Recovery Land Acquisition Grant Agreements (this Agreement, Attachment 5) and in the Notice of Federal Participation.

14. Any notice, demand, request, consent, approval, or communication that any party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To HILT:                   Shaelene Kamakaala  
Hawai'i Land Trust  
500 Kalaniana'ole Avenue  
Hilo, HI 96720

With a copy to:           CEO of Hawai'i Land Trust  
Hawai'i Land Trust  
126 Queen Street, Ste. 306  
Honolulu, HI 96813

To DLNR:                   Department of Land and Natural Resources  
Division of Forestry and Wildlife  
1151 Punchbowl Street, Rm. 325  
Honolulu, Hawai'i 96813

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or to such other address as either party from time to time shall designate by written notice to the other.

15. HILT agrees to defend, indemnify, and hold harmless the U.S. Fish and Wildlife Service and the State of Hawai'i, DLNR, and BLNR, their officers, employees, and agents, from and against any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, death of persons, whenever such damage, injury, loss, or death arises out of, or is connected with, related to, or arising from, this Agreement or fee title to THE PROPERTY (TMK Nos. 3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-002:037, more particularly described in Exhibit B). The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

16. The interpretation and performance of this Agreement shall be governed by the laws of the State of Hawai'i.

17. No person performing work under this Agreement, including any subcontractor, employee, or agent of HILT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.

18. HILT shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state, and federal laws, now in force or which may be in force.

19. HILT and DLNR agree that nothing in this Agreement should be construed as creating any type of partnership or joint venture arrangement or principal and agent relationship between them.

20. HILT and DLNR agree that neither party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision herein against HILT or DLNR as the drafter.

21. Each party has thoroughly reviewed and revised this Agreement and has had the advice of counsel prior to the execution hereof, and the parties agree that neither party shall be deemed to be the drafter of this Agreement.

**TIME SCHEDULE**

This Agreement shall be in effect beginning April 6, 2023. HILT shall complete acquisition of the Property and record the conveyance no later than December 31, 2023. If any of the obligations required to be performed in this Agreement to Subgrant are not completed within the time stated, HILT may be required to return all funds previously received by it pursuant to this Agreement. The Chairperson of the BLNR may extend the time for performance of any requirement. Requests for extension must be submitted by AWARDEE in writing 90 days prior to December 31, 2023.

### COMPENSATION AND PAYMENT SCHEDULE

In full consideration of the services to be performed under this Agreement, HILT and DLNR agree to the following:

- a) HILT's request for payment, in the form of an invoice, shall be delivered personally or sent by first class mail, postage prepaid to:

Hawai'i Division of Forestry and Wildlife  
Department of Land and Natural Resources  
1151 Punchbowl Street, Room 325  
Honolulu, Hawai'i 96813

The request for payment must be received by DLNR's Division of Forestry and Wildlife by December 1, 2023, or 30 days prior to closing. A maximum payment of FOUR MILLION DOLLARS (\$4,000,000.00) shall be made upon:

- i. HILT's completion of the Checklist for Acquisition Subgrants attached hereto as Exhibit C;
  - ii. HILT's compliance with all DLNR and FWS policies and practices; and
  - iii. DLNR's receipt of an original invoice and copies of all bills, invoices, receipts, and a contract of sale.
- b) Within thirty (30) days of acquiring fee title to the Property, but no later than December 31, 2023, or the end date of the extended FWS grant performance period, HILT shall submit to the DLNR a copy of the recorded conveyance document transferring fee title to the Property to HILT.
- c) The total amount awarded under this Agreement will be dependent upon the project being completed with no substantive changes to the Recovery Land Acquisition Project Applications. DLNR and/or FWS may reduce the award if the project changes in any way that DLNR and/or FWS deem substantial. For example, a reduction in acreage, purchase price, or fair market value may be deemed substantial and sufficient justification for a reduction in the award.

## STANDARDS OF CONDUCT DECLARATION

For the purposes of this declaration:

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

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

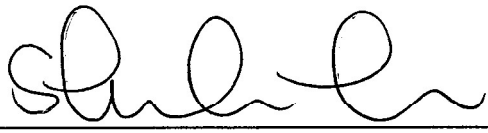
“Employee” means any nominated, appointed, or elected officer or employee of the State, including members of boards, commissions, and committees, and employees under contract to the State or of the constitutional convention, but excluding legislators, delegates to the constitutional convention, justices,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

On behalf of the Hawai'i Land Trust, the undersigned does declare as follows:

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

HILT understands that the Agreement to which this document is attached is voidable on behalf of the DLNR if this Agreement was entered into in violation of any provision of chapter 84, Hawai'i Revised Statutes, commonly referred to as the Code of Ethics, including the provisions which are the source for the declarations above. Additionally, any fee, compensation, gift, or profit received by any person as a result of a violation of the Code of Ethics may be recovered by the DLNR.

Hawaiian Islands Land Trust d/b/a Hawai'i Land Trust

By 

(Signature)

Print Name Shaelene Kamakaala

Print Title Director of Wāina Protection

Date March 23, 2033

**GENERAL CONDITIONS FOR RECOVERY LAND  
ACQUISITION GRANT AGREEMENTS**

1. Recordkeeping Requirements. HILT shall in accordance with generally accepted accounting practices, maintain fiscal records and supporting documents and related files, papers, receipts, reports, and other evidence that sufficiently and properly reflect all direct and indirect expenditures and management and fiscal practices related to HILT 's performance under this Agreement. HILT shall retain all records related to HILT's performance under this Agreement for at least three (3) years after the date of submission of HILT's Final Project Report.
2. Audit of HILT. HILT shall allow the DLNR and/or FWS full access to applicable records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and assuring the proper expenditure of the grants. This right of access shall last as long as the records and other related documents are retained.
3. Nondiscrimination. No person performing work under this Agreement to Subgrant, including any employee or agent of HILT, shall engage in any discrimination that is prohibited by any applicable federal, state, or county law.
4. Inspection of Property. HILT shall permit the DLNR and its agents and representatives, at all reasonable times, the right to enter and examine the Property to ensure compliance with the terms of this Agreement.
5. Conflicts of Interest. HILT represents that neither HILT, nor any employee or agent of HILT, presently has any interest, and promises that no such interest, direct or indirect, shall be acquired, that would or might conflict in any manner or degree with HILT's performance under this Agreement.
6. Compliance with Laws. HILT shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations, as the same may be amended from time to time, that in any way affect HILT's performance under this Agreement.
7. Indemnification and Defense. HILT agrees to defend, indemnify, and hold harmless the U.S. Fish and Wildlife Service and the State of Hawai'i, DLNR, and BLNR, their officers, employees, and agents, from and against any and all claims, demands, liabilities, suits, causes of action, judgments, costs, and expenses (including attorneys' fees) for loss, injury, death, or damage, including without limitation, claims for property damage, personal injury, death of persons,

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whenever such damage, injury, loss, or death arises out of, or is connected with, related to, or arising from, this Agreement or fee title to the Property. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement.

8. Cost of Litigation. In case the DLNR and/or FWS shall, without any fault on its part, be made a party to any litigation commenced by or against HILT in connection with this Subgrant, HILT shall pay all costs and expenses incurred by or imposed on the DLNR and/or FWS, including attorneys' fees.
9. Relationship of Parties; Independent Contractor Status and Responsibilities, Including Tax Responsibilities.
  - a. In the performance of this Agreement, HILT is an “independent contractor,” with the authority and responsibility to control and direct the performance required under this Agreement to Subgrant; however, the DLNR and FWS shall have a general right of inspection to determine whether, in the DLNR’s and/or FWS’s opinion, HILT is in compliance with this Agreement.
  - b. HILT and its employees and agents are not, by reason of this Agreement, agents or employees of the DLNR and/or FWS for any purpose, and HILT, and HILT’s employees and agents shall not be entitled to claim or receive from the DLNR or FWS any vacation, sick leave, retirement, workers' compensation, unemployment insurance, or other benefits provided to state and federal employees.
  - c. HILT shall be responsible for the accuracy, completeness, and adequacy of HILT’s performance under this Agreement. Furthermore, HILT intentionally, voluntarily, and knowingly assumes the sole and entire liability to HILT’s employees and agents, and to any individual not a party to this Agreement, for all loss, damage, or injury caused by HILT, or HILT’s employees or agents, in the course of their employment.
  - d. HILT shall be responsible for payment of all applicable federal, state, and county taxes and fees which may become due and owing by HILT by reason of this Agreement, including but not limited to employment related fees, assessments, and taxes. HILT also is responsible for obtaining all licenses, permits, and certificates that may be required in order to perform this Agreement.
  - e. HILT shall obtain a tax clearance certificate from the Director of Taxation, State of Hawai‘i, and the Internal Revenue Service, U.S. Department of the Treasury, showing that all delinquent taxes, if any, levied or accrued

under state law and the Internal Revenue Code of 1986, as amended, against HILT have been paid and submit the same to DLNR prior to commencing any performance under this Agreement.

- f. HILT is responsible for securing all employee-related insurance coverage for HILT and HILT's employees and agents that is or may be required by law, and for payment of all premiums, costs, and other liabilities associated with securing the insurance coverage.

10. Payment Procedures: Tax Clearance. All payments under this Agreement shall be made only upon submission by HILT of (i) original invoices specifying the amount due and certifying that it has completed or will complete performance in accordance with the Agreement, and (ii) tax clearances from the Hawaii State Department of Taxation and the Internal Revenue Service.

11. Publicity.

- a. HILT shall not refer to the DLNR and/or FWS, or any office, agency, or officer thereof, or any state employee, in any of HILT's brochures, advertisements, or other publicity of HILT without written permission from the Public Information Office of the State of Hawai'i, Department of Land and Natural Resources and FWS. All media contacts with HILT about the subject matter of this Agreement shall be referred to DLNR and FWS.
- b. HILT consents to the DLNR and FWS's use of HILT's name, photograph, image, or likeness in brochures, advertisements, or other publicity relating to the Recovery Land Acquisition Program and other conservation related programs. DLNR and FWS shall have complete ownership of all material which is developed, prepared, assembled, or conceived for brochures, advertisements, or other publicity relating to the proposed acquisition by DLNR and/or FWS.

12. Confidentiality of Material.

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

USFWS RLA F22AP00277 - Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities. DLNR Subgrant Agreement with Hawai'i Land Trust.



13. Suspension and Termination of Agreement.

- a. DLNR reserves the right at any time and for any reason to suspend this Agreement for any reasonable period, upon written notice to HILT. Upon receipt of said notice, HILT shall immediately comply with said notice and suspend all performance under this Agreement at the time stated.
- b. If, for any cause, HILT breaches this Agreement by failing to satisfactorily fulfill in a timely or proper manner HILT's obligations under this Agreement or by failing to perform any of the promises, terms, or conditions of this Agreement, and having been given reasonable notice of and opportunity to cure such default, fails to take satisfactory corrective action within the time specified by DLNR, DLNR shall have the right to terminate this Agreement by giving written notice to HILT of such termination at least seven (7) calendar days before the effective date of such termination. Furthermore, DLNR may terminate this Agreement without statement of cause at any time by giving written notice to HILT of such termination at least thirty (30) calendar days before the effective date of such termination.
- c. Upon termination of the Agreement, HILT, within thirty (30) calendar days of the effective date of such termination, shall compile, and submit in an orderly manner to the DLNR an accounting of the work performed up to the date of termination. In such event, HILT shall be paid for the actual cost of the services rendered, if any, but in no event more than the total compensation payable to HILT under this Agreement.
- d. If this Agreement is terminated for cause, HILT shall not be relieved of liability to DLNR for damages sustained because of any breach by HILT of this Agreement. In such event, DLNR may retain any amounts which may be due and owing to HILT until such time as the exact amount of damages due to DLNR from HILT has been determined. DLNR may also set off any damages so determined against the amounts retained.

14. Disputes. No dispute arising under this Agreement may be sued upon by HILT until after HILT's written request to the Chairperson of the Board of Land and Natural Resources ("CHAIRPERSON") to informally resolve the dispute is rejected, or until ninety (90) calendar days after the CHAIRPERSON's receipt of HILT's written request whichever comes first. While the CHAIRPERSON considers HILT's written request, HILT agrees to proceed diligently with the performance necessary to complete the proposed project unless otherwise instructed in writing by the CHAIRPERSON.

15. State Remedies. HILT understands that in the event that it no longer meets all of the standards set forth in paragraph 1 of these General Conditions, or in the event that HILT fails to comply with any of the other requirements, provisions, or conditions set forth in this Agreement to Subgrant, that DLNR and/or FWS may refuse to make further payments to HILT or may seek reimbursement for payments made to HILT under this Agreement to Subgrant. In addition to the remedies set forth above, DLNR and/or FWS shall be entitled to pursue any other remedy available at law or in equity.
16. Modifications of Agreement. Any modification, alteration, amendment, change, or extension of any term, provision, or condition of this Agreement to Subgrant permitted by this Agreement shall be made by written amendment to this Agreement, signed by HILT and DLNR.
17. Notices. Any written notice required to be given by a party to this Agreement shall be (a) delivered personally, or (b) sent by United States first class mail, postage prepaid, to the CHAIRPERSON at the CHAIRPERSON's office in Honolulu, Hawai'i or to HILT at HILT's place of business as indicated in the Agreement. A notice shall be deemed to have been received at the time of actual receipt. HILT is responsible for notifying the CHAIRPERSON in writing of any change of address.
18. Waiver. The failure of DLNR to insist upon the strict compliance with any term, provision, or condition of this Agreement shall not constitute or be deemed to constitute a waiver or relinquishment of DLNR's right to enforce the same in accordance with this Agreement. The fact that the DLNR specifically refers to one section of the Hawai'i Revised Statutes, and does not include other statutory sections in this Agreement shall not constitute a waiver or relinquishment of DLNR's rights or HILT's obligations under the statutes.
19. Severability. In the event that any provision of this Agreement to Subgrant is declared invalid or unenforceable by a court, such invalidity, or unenforceability shall not affect the validity or enforceability of the remaining terms of this Agreement to Subgrant.
20. Governing Law. The validity of this Agreement and any of its terms or provisions, as well as the rights and duties of the parties to this Agreement, shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in a state court of competent jurisdiction in Honolulu, Hawai'i.
21. Survival. HILT's obligations and the DLNR's remedies shall survive the funding of the grants and the acquisition of fee title to the Property by HILT.

22. Entire Contract. This Contract sets forth all of the Agreement's conditions, understandings, promises, warranties, and representations between DLNR and HILT. This Agreement supersedes all prior agreements, conditions, understandings, promises, warranties, and representations, which shall no further be in force or effect. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between DLNR and HILT other than as set forth or as referred to herein.

**AGREEMENT TO SUBGRANT**

**Between:**

**HAWAI'I LAND TRUST  
&  
STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

**EXHIBIT A**

Notice of Award, F22AP00277, as amended

*USFWS RLA F22AP00277 - Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities. DLNR Subgrant Agreement with Hawai'i Land Trust.*

1. DATE ISSUED *MM/DD/YYYY* 1a. SUPERSEDES AWARD NOTICE dated 12/30/2021  
 08/16/2022 except that any additions or restrictions previously imposed remain in effect unless specifically rescinded

2. CFDA NO.  
 15.615 - Cooperative Endangered Species Conservation Fund

3. ASSISTANCE TYPE Project Grant

4. GRANT NO. F22AP00277-01 5. TYPE OF AWARD  
 Originating MCA # Other

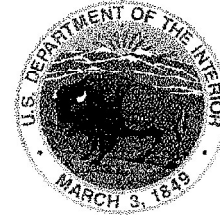
4a. FAIN F22AP00277 5a. ACTION TYPE Post Award Amendment

6. PROJECT PERIOD *MM/DD/YYYY* *MM/DD/YYYY*  
 From 01/01/2022 Through 12/31/2023

7. BUDGET PERIOD *MM/DD/YYYY* *MM/DD/YYYY*  
 From 01/01/2022 Through 12/31/2023

8. TITLE OF PROJECT (OR PROGRAM)

**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)

Endangered Species Act—Cooperation with States (16 U.S.C. §1535)

8. TITLE OF PROJECT (OR PROGRAM)  
 HI ES - Mhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities. Proposed Fee Purchase of 642 acres of land along the Leeward Kohala, Hawaii Island

9a. GRANTEE NAME AND ADDRESS  
 Land and Natural Resources, Hawaii Dept Of  
 1151 Punchbowl St Rm 110  
 Honolulu, HI, 96813-3047

9b. GRANTEE PROJECT DIRECTOR  
 Kathryn Stanaway  
 1151 Punchbowl St RM 110  
 Honolulu, HI, 96813-3047  
 Phone: 808-348-5835

10a. GRANTEE AUTHORIZING OFFICIAL  
 Mr. David Smith  
 1151 PUNCHBOWL ST RM 110  
 HONOLULU, HI, 96813-3047  
 Phone: 808-587-4181

10b. FEDERAL PROJECT OFFICER  
 NAOMI BENTIVOGLIO  
 911 NE 11th Avenue  
 Portland, OR, 97232  
 Phone: 5032312228

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m)	\$ 4,000,000.00
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods	\$ 0.00
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period	\$ 4,000,000.00
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION	\$ 0.00
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period	\$ 4,000,000.00
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT (Subject to the availability of funds and satisfactory progress of the project):	
e. Supplies	0.00	YEAR	TOTAL DIRECT COSTS
f. Travel	0.00	a. 2	\$
g. Construction	0.00	b. 3	\$
h. Other	13,180,025.00	c. 4	\$
i. Contractual	0.00	d. 5	\$
j. TOTAL DIRECT COSTS	\$ 13,180,025.00	e. 6	\$
k. INDIRECT COSTS	\$ 0.00	f. 7	\$
l. TOTAL APPROVED BUDGET	\$ 13,180,025.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
m. Federal Share	\$ 4,000,000.00	a. DEDUCTION	
n. Non-Federal Share	\$ 9,180,025.00	b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		15. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

a

REMARKS (Other Terms and Conditions Attached -  Yes  No)

GRANTS MANAGEMENT OFFICIAL:  
 David Teuscher, Chief, Pacific Region, Wildlife and Sport Fish Restoration  
 911 NE 11th Ave.  
 Portland, OR, 97232  
 Phone: 503-929-5524

17. VENDOR CODE	0070069018	18a. UEI L3D1YEK6KAW6	18b. DUNS 824671200	19. CONG. DIST.	01	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION

NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 4	DATE ISSUED 08/16/2022
GRANT NO. F22AP00277-01	

**SCOPE OF WORK**

1. Project Description

*Your organization's application for Federal financial assistance amendment titled "Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems and Communities" submitted to the U.S. Fish and Wildlife Service is approved effective August 8, 2022. This award is amended as follows: Notice of Award (NOA) revision to add a term and condition.*

**BUDGET AND PROGRAM REVISIONS**

1. WSFR Budget and Program Revisions

The recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to 2 CFR 200.308 for additional information on the types of changes that require prior written approval.

**AWARD CONDITIONS**

1. Real Property

*The deed of purchased and/or match properties shall identify the Federal interest in the title of real property or a Notice of Federal Participation (NOFP) shall be recorded to further ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant. Title vesting evidence; including the deed, NOFP, title insurance, settlement statement, and map(s) shall be included as part of the final accomplishment report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 2 CFR 200.311.*

*A draft management plan for the property being acquired and for any property being used for match must be submitted to approved by the Service prior to the closing of the grant. Grantees should work closely with Service Field Office staff to develop management plans.*

*For the acquisition of a Conservation Easement (CE), the CE shall identify that the property is to be managed in perpetuity in a manner consistent with the goals and objectives of the grant and a NOFP shall be recorded, a baseline inventory shall be completed prior to closing, property management plans(s) shall be prepared, and CE monitoring shall be conducted on an annual basis.*

*If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.*

*Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 2 CFR 200.307. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.*

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 4	DATE ISSUED 08/16/2022
GRANT NO. F22AP00277-01	

*Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). The Federal share of the acquisition will not be greater than the agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:*

- 1. A State-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://1.usa.gov/1HmvzGu>. This must occur for the property or properties you plan to purchase or use as match.*
- 2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A State-certified or licensed review appraiser must conduct the review appraisal.*
- 3. The U.S. Fish and Wildlife Service must be identified as an intended user in the appraisal and review.*

*The appraisal and review appraisal documents must be submitted to WSFR for review and acceptance of the value before Federal funds can be used to purchase the land.*

**2. Other Program- or Project-Specific Terms and Conditions**

*All conditions and provisions from the original grant award letter and any amendments remain in effect.*

**3. WSFR ES Extension Requests**

Service policy allows a maximum of a 3-year grant period for all Cooperative Endangered Species Conservation Section 6 funds. Requests for extension of the grant period beyond the 3-year limit will require the approval of the Assistant Director of Ecological Services and should be coordinated with the Wildlife and Sport Fish Restoration office no later than 3 months before the grant is due to expire. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

## REPORT

**1. Interim Financial Reports**

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "[Federal Financial Report](#)". See also our instructional video on "[Completing the Federal Financial Report \(SF-425\)](#)".

**2. Interim Performance Reports**

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are

## NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 4	DATE ISSUED 08/16/2022
GRANT NO. F22AP00277-01	

available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

### 3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "[Completing the Federal Financial Report \(SF-425\)](#)".

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

### 4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

### 5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.



**NOTICE OF AWARD**



AUTHORIZATION (Legislation/Regulations)  
Endangered Species Act—Cooperation with States (16 U.S.C. §1535)

1. DATE ISSUED <i>MM/DD/YYYY</i> 12/30/2021	1a. SUPERSEDES AWARD NOTICE dated except that any additions or restrictions previously imposed remain in effect unless specifically rescinded
2. CFDA NO. 15.615 - Cooperative Endangered Species Conservation Fund	
3. ASSISTANCE TYPE Project Grant	
4. GRANT NO. F22AP00277-00 Originating MCA #	5. TYPE OF AWARD Other
4a. FAIN F22AP00277	5a. ACTION TYPE New
6. PROJECT PERIOD <i>MM/DD/YYYY</i> From 01/01/2022	Through 12/31/2023
7. BUDGET PERIOD <i>MM/DD/YYYY</i> From 01/01/2022	Through 12/31/2023

8. TITLE OF PROJECT (OR PROGRAM)  
HI ES - Mhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities. Proposed Fee Purchase of 642 acres of land along the Leeward Kohala, Hawaii Island coastline.

9a. GRANTEE NAME AND ADDRESS Land and Natural Resources, Hawaii Dept Of 1151 Punchbowl St Rm 110 Honolulu, HI 96813-3047	9b. GRANTEE PROJECT DIRECTOR Mr. MATTHEW KEIR 1151 Punchbowl St Room 325 Forestry and Wildlife Honolulu, HI 96813-3047 Phone: 808 587 0058
10a. GRANTEE AUTHORIZING OFFICIAL Mr. David Smith 1151 PUNCHBOWL ST RM 110 HONOLULU, HI 96813-3047 Phone: 808-587-4181	10b. FEDERAL PROJECT OFFICER NAOMI BENTIVOGLIO 911 NE 11th Avenue Portland, OR 97232 Phone: 5032312228

**ALL AMOUNTS ARE SHOWN IN USD**

11. APPROVED BUDGET (Excludes Direct Assistance)		12. AWARD COMPUTATION	
I Financial Assistance from the Federal Awarding Agency Only		a. Amount of Federal Financial Assistance (from item 11m) \$ 4,000,000.00	
II Total project costs including grant funds and all other financial participation		b. Less Unobligated Balance From Prior Budget Periods \$ 0.00	
a. Salaries and Wages	0.00	c. Less Cumulative Prior Award(s) This Budget Period \$ 0.00	
b. Fringe Benefits	0.00	d. AMOUNT OF FINANCIAL ASSISTANCE THIS ACTION \$ 4,000,000.00	
c. Total Personnel Costs	0.00	13. Total Federal Funds Awarded to Date for Project Period \$ 4,000,000.00	
d. Equipment	0.00	14. RECOMMENDED FUTURE SUPPORT	
e. Supplies	0.00	(Subject to the availability of funds and satisfactory progress of the project):	
f. Travel	0.00	YEAR	TOTAL DIRECT COSTS
g. Construction	0.00	a. 2	\$
h. Other	13,180,025.00	b. 3	\$
i. Contractual	0.00	c. 4	\$
j. TOTAL DIRECT COSTS	\$ 13,180,025.00	d. 5	\$
k. INDIRECT COSTS	\$ 0.00	e. 6	\$
l. TOTAL APPROVED BUDGET	\$ 13,180,025.00	f. 7	\$
m. Federal Share	\$ 4,000,000.00	15. PROGRAM INCOME SHALL BE USED IN ACCORD WITH ONE OF THE FOLLOWING ALTERNATIVES:	
n. Non-Federal Share	\$ 9,180,025.00	a. DEDUCTION	
		b. ADDITIONAL COSTS	
		c. MATCHING	
		d. OTHER RESEARCH (Add / Deduct Option)	
		e. OTHER (See REMARKS)	
		16. THIS AWARD IS BASED ON AN APPLICATION SUBMITTED TO, AND AS APPROVED BY, THE FEDERAL AWARDING AGENCY ON THE ABOVE TITLED PROJECT AND IS SUBJECT TO THE TERMS AND CONDITIONS INCORPORATED EITHER DIRECTLY OR BY REFERENCE IN THE FOLLOWING:	
		a. The grant program legislation	
		b. The grant program regulations.	
		c. This award notice including terms and conditions, if any, noted below under REMARKS.	
		d. Federal administrative requirements, cost principles and audit requirements applicable to this grant.	
		In the event there are conflicting or otherwise inconsistent policies applicable to the grant, the above order of precedence shall prevail. Acceptance of the grant terms and conditions is acknowledged by the grantee when funds are drawn or otherwise obtained from the grant payment system.	

a

REMARKS (Other Terms and Conditions Attached -  Yes  No)

GRANTS MANAGEMENT OFFICIAL:  
Heather Hollis, WILDLIFE BIOLOGIST GRANTS  
911 NE 11TH AVE  
PORTLAND, OR 97232  
Phone: 503-231-6233

17. VENDOR CODE	0070069018	18. DUNS	824671200	19. CONG. DIST.	01	
LINE#	FINANCIAL ACCT	AMT OF FIN ASST	START DATE	END DATE	TAS ACCT	PO LINE DESCRIPTION
1	0051017387-00010	\$4,000,000.00	01/01/2022	12/31/2023	5479	FY 2021 RLA Awards

## NOTICE OF AWARD (Continuation Sheet)

PAGE 2 of 5	DATE ISSUED 12/30/2021
GRANT NO. F22AP00277-00	

### SCOPE OF WORK

#### 1. Project Description

*This award titled "Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems and Communities" is based on Service approval of your organization's proposal, hereby incorporated by reference into this award.*

### BUDGET AND PROGRAM REVISIONS

#### 1. WSFR Budget and Program Revisions

The recipient is permitted to re-budget within the approved direct cost budget to meet unanticipated requirements and may make limited program changes to the approved project. However, certain types of post-award changes in budgets and projects shall require the prior written approval of the Service. Refer to 2 CFR 200.308 for additional information on the types of changes that require prior written approval.

### Terms and Conditions

#### 1. U.S. Fish and Wildlife General Award Terms and Conditions (see link <https://www.fws.gov/grants/atc.html>)

#### 2. Mandatory Disclosures

**Conflicts of interest:** Per 2 CFR §1402.112, non-Federal entities and their employees must take appropriate steps to avoid conflicts of interest in their responsibilities under or with respect to Federal financial assistance agreements. In the procurement of supplies, equipment, construction, and services by recipients and by subrecipients, the conflict of interest provisions in 2 CFR §200.318 apply. Non-Federal entities, including applicants for financial assistance awards, must disclose in writing any conflict of interest to the DOI awarding agency or pass-through entity in accordance with 2 CFR §200.112. Recipients must establish internal controls that include, at a minimum, procedures to identify, disclose, and mitigate or eliminate identified conflicts of interest. The recipient is responsible for notifying the Service Project Officer identified in their notice of award in writing of any conflicts of interest that may arise during the life of the award, including those that reported by subrecipients. The Service will examine each conflict of interest disclosure to determine whether a significant potential conflict exists and, if it does, work with the applicant or recipient to develop an appropriate resolution. Failure to resolve conflicts of interest in a manner that satisfies the government may be cause for termination of the award. Failure to make required disclosures may result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment (see also 2 CFR Part 180).

**Lobbying:** The recipient must not use any federally appropriated funds (annually appropriated or continuing appropriations) or matching funds under a Federal award to pay any person for lobbying in connection with the award. Lobbying is influencing or attempting to influence an officer or employee of any U.S. agency, a Member of the U.S. Congress, an officer or employee of the U.S. Congress, or an employee of a Member of the U.S. Congress connection with the award. The recipient must complete and submit the SE-111, "Disclosure of Lobbying Activities" form to the Service Project Officer identified in their notice of award if the Federal share of their award is more than \$100,000 and the recipient has made or has agreed to make any payment using non-appropriated funds for lobbying in connection with the application or award. See 43 CFR, Subpart 18.100 for more information on when additional submission of this form is required.

**Other Mandatory Disclosures:** Recipients and subrecipients must disclose, in a timely manner, in writing to the Service Project Officer identified in their notice of award or pass-through entity all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal award. Non Federal entities that receive a Federal award including the term and condition outlined in 2 CFR 200, Appendix XII—Award Term and Condition for Recipient Integrity and Performance.

NOTICE OF AWARD (Continuation Sheet)

PAGE 3 of 5	DATE ISSUED 12/30/2021
GRANT NO. F22AP00277-00	

Matters are required to report certain civil, criminal, or administrative proceedings to SAM. Failure to make required disclosures can result in any of the remedies for noncompliance described in 2 CFR §200.339, including suspension or debarment.

**AWARD CONDITIONS**

**I. Real Property**

*The deed of purchased and/or match properties shall identify the Federal interest in the title of real property or a Notice of Federal Participation (NOFP) shall be recorded to further ensure that the land will be managed in perpetuity in a manner consistent with the goals and objectives of this grant. Title vesting evidence; including the deed, NOFP, title insurance, settlement statement, and map(s) shall be included as part of the final accomplishment report. In the event that the terms for perpetual conservation are violated the property will be subject to transfer, replacement, or repayment to the United States pursuant to 2 CFR 200.311.*

*For the acquisition of a Conservation Easement (CE), the CE shall identify that the property is to be managed in perpetuity in a manner consistent with the goals and objectives of the grant and a NOFP shall be recorded, a baseline inventory shall be completed prior to closing, property management plans(s) shall be prepared, and CE monitoring shall be conducted on an annual basis.*

*If mineral rights are reserved, the extraction of minerals must be consistent with the purpose of the acquired land and must be extracted in a way that will not damage the habitat or value of the surface lands. This ensures that the quantity and quality of the habitat needed to conserve species will be maintained.*

*Revenue generated during the grant period from the sale of timber on acquired or match lands shall be treated as program income. Program income is subject to the Federal assistance regulations at 2 CFR 200.307. Timber revenues realized after the grant period are required to be fully used by the State grantee or sub-grantee for management of the property as approved in the management plan and may not be diverted to other purposes.*

*Prior to accessing funds for the purchase of property, market value must be determined by appraisals performed in accordance with the Uniform Appraisal Standards for Federal Land Acquisitions (Yellow Book). The Federal share of the acquisition will not be greater than the agreed upon match proportion of the current market value, as determined by an appraisal and review appraisal completed to Yellow Book standards. If land is to be used as match, Federal funds may not be used to acquire the subject property until documentation of the match property has been approved by the Service. Documentation shall consist of identification and approval of the property and a Yellow Book, self-contained appraisal with a review appraisal. The following conditions must be completed to document Yellow Book compliance:*

- 1. I. A State-certified general appraiser must conduct an appraisal that meets Federal land acquisition standards. Specifically the appraisal must be Yellow Book compliant <http://1.usa.gov/1HmvzGu>. This must occur for the property or properties you plan to purchase or use as match.*
- 2. Following the appraisal, a review appraisal is required. The review appraisal can be prepared by qualified agency staff or provided to your agency by contract or agreement with another state agency. A State-certified or licensed review appraiser must conduct the review appraisal.*
- 3. The U.S. Fish and Wildlife Service must be identified as an intended user in the appraisal and review.*

NOTICE OF AWARD (Continuation Sheet)

PAGE 4 of 5	DATE ISSUED 12/30/2021
GRANT NO. F22AP00277-00	

*The appraisal and review appraisal documents must be submitted to WSFR for review and acceptance of the value before Federal funds can be used to purchase the land.*

**2. WSFR Indirect Costs/Directly**

The recipient will charge all costs directly.

**3. WSFR Cost Accounting**

Cost accounting is at the grant level.

**4. WSFR ES Extension Requests**

Service policy allows a maximum of a 3-year grant period for all Cooperative Endangered Species Conservation Section 6 funds. Requests for extension of the grant period beyond the 3-year limit will require the approval of the Assistant Director of Ecological Services and should be coordinated with the Wildlife and Sport Fish Restoration office no later than 3 months before the grant is due to expire. Extensions for time cannot be authorized for the purpose of spending an unused balance of funds that remains after the approved project activities have been completed.

**5. WSFR ES Match**

The Federal share of the total project expenditures cannot exceed 31 percent. Recipient is eligible to request Federal obligated funds up to but not in excess of an amount equal to 31 percent of the total project expenditures dependent on the job.

*If cost share percentage identified in the attached budget changes for any reason, please notify the project officer for further guidance*

**PAYMENTS**

**1. Domestic Recipients Enrolled in Treasury's ASAP System**

The recipient will request payments under this award in the U.S. Treasury's Automated Standard Application for Payment (ASAP) system. When requesting payment in ASAP, your Payment Requestor will be required to enter an Account ID. The number assigned to this award is the partial Account ID in ASAP. When entering the Account ID in ASAP, the Payment Requestor should enter the award number identified in the notice of award, followed by a percent sign (%). Refer to the ASAP.gov Help menu for detailed instructions on requesting payments in ASAP.

**REPORT**

**1. WSFR Interim Financial Reports**

The recipient is required to submit interim financial reports on an annual basis directly in GrantSolutions. The recipient must follow the financial reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

**2. WSFR Interim Performance Reports**

## NOTICE OF AWARD (Continuation Sheet)

PAGE 5 of 5	DATE ISSUED 12/30/2021
GRANT NO. F22AP00277-00	

The recipient is required to submit interim performance reports on an annual basis directly in GrantSolutions. The recipient must follow the performance reporting period end dates and due dates provided in GrantSolutions. The interim reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>FPR.

### 3. Final Reports

The recipient must liquidate all obligations incurred under the award and submit a *final* financial report in GrantSolutions no later than 120 calendar days after the award period of performance end date. The GrantSolutions financial report data entry fields are the same as those on the SF-425, "Federal Financial Report" form. See also our instructional video on "Completing the Federal Financial Report (SF-425)".

The recipient must submit a *final* performance report no later than 120 calendar days after the award period of performance end date. Performance reports must contain: 1) a comparison of actual accomplishments with the goals and objectives of the award as detailed in the approved scope of work; 2) a description of reasons why established goals were not met, if appropriate; and 3) any other pertinent information relevant to the project results. Please include the Service award number on all reports.

The recipient must follow the final Federal Financial Report and the final Performance Report reporting period end dates and due dates provided in GrantSolutions. The final reporting due dates are available by signing in to GrantSolutions and selecting the menu for Reports>Federal Financial Report or Reports>FPR.

### 4. Reporting Due Date Extensions

Reporting due dates may be extended for an award upon request to the Service Project Officer identified in the notice of award. The request should be sent by selecting the award in GrantSolutions and selecting send message. The message must include the type of report to be extended, the requested revised due date, and a justification for the extension. The Service may approve an additional extension if justified by a catastrophe that significantly impairs the award Recipient's operations. The recipient must submit reporting due date extension requests through GrantSolutions to the Service Project Officer identified in their notice of award before the original due date. The Service Project Officer will respond to the recipient after approval or denial of the extension request.

### 5. Significant Developments Reports

See 2 CFR §200.328(d). Events may occur between the scheduled performance reporting dates that have significant impact upon the supported activity. In such cases, recipients are required to notify the Service in writing as soon as the recipient becomes aware of any problems, delays, or adverse conditions that will materially impair the ability to meet the objective of the Federal award. This disclosure must include a statement of any corrective action(s) taken or contemplated, and any assistance needed to resolve the situation. The recipient should also notify the Service in writing of any favorable developments that enable meeting time schedules and objectives sooner or at less cost than anticipated or producing more or different beneficial results than originally planned.

### 6. Post Award Requirements

*For all financial assistance actions where real property is acquired under the Federal award, the recipient must submit the Real Property Status Report (SF-429A). If the interest in the land will be held for less than 15 years, reports must be submitted annually. If the interest in the land will be held for 15 years or more, then the recipient must submit the first report within one year of the period of performance end date. Then at a minimum, every five years thereafter (See 2 CFR 1402.329).*

## AWARD ATTACHMENTS

LAND AND NATURAL RESOURCES, HAWAII DEPT OF

F22AP00277-00

---

1. SF-424
2. Narrative
3. Budget

Application for Federal Assistance SF-424

Version 02

* 1. Type of Submission: <input type="radio"/> Preapplication <input checked="" type="radio"/> Application <input type="radio"/> Changed/Corrected Application	* 2. Type of Application: <input checked="" type="radio"/> New <input type="radio"/> Continuation <input type="radio"/> Revision	* If Revision, select appropriate letter(s): <input type="text"/> * Other (Specify): <input type="text"/>
---	---	--

* 3. Date Received: <input type="text" value="04/09/2021"/>	4. Applicant Identifier: <input type="text"/>
--	--

5a. Federal Entity Identifier: <input type="text"/>	* 5b. Federal Award Identifier: <input type="text" value="F22AP00277"/>
--	--

State Use Only:

6. Date Received by State: <input type="text" value="04/09/2021"/>	7. State Application Identifier: <input type="text"/>
--	---

8. APPLICANT INFORMATION:

* a. Legal Name: <input type="text" value="LAND AND NATURAL RESOURCES, HAWAII DEPT OF"/>
--

* b. Employer/Taxpayer Identification Number (EIN/TIN): <input type="text" value="990266119"/>	* c. Organizational DUNS: <input type="text" value="824671200"/>
---	---

d. Address:

* Street1:	<input type="text" value="1151 Punchbowl St Rm 110"/>
Street2:	<input type="text"/>
* City:	<input type="text" value="Honolulu"/>
County:	<input type="text"/>
* State:	<input type="text" value="Hawaii"/>
Province:	<input type="text"/>
* Country:	<input type="text" value="UNITED STATES"/>
* Zip / Postal Code:	<input type="text" value="96813-3047"/>

e. Organizational Unit:

Department Name: <input type="text" value="Admin"/>	Division Name: <input type="text" value="Forestry and Wildlife"/>
--	--

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: <input type="text"/>	* First Name: <input type="text" value="David"/>
Middle Name: <input type="text"/>	
* Last Name: <input type="text" value="Smith"/>	
Suffix: <input type="text"/>	

Title: <input type="text" value="Administrator"/>
---

Organizational Affiliation: <input type="text" value="DLNR Division of Forestry and Wildlife"/>
--

* Telephone Number: <input type="text" value="8085874181"/>	Fax Number: <input type="text"/>
---	----------------------------------

* Email: <input type="text" value="David.g.smith@hawaii.gov"/>
--

**Application for Federal Assistance SF-424**

Version 02

**9. Type of Applicant 1: Select Applicant Type:**

State Government

**Type of Applicant 2: Select Applicant Type:**

**Type of Applicant 3: Select Applicant Type:**

**\* Other (specify):**

**\* 10. Name of Federal Agency:**

DOI-US Fish and Wildlife Service

**11. Catalog of Federal Domestic Assistance Number:**

15.615

**CFDA Title:**

Cooperative Endangered Species Conservation Fund

**\* 12. Funding Opportunity Number:**

F21AS00172

**\* Title:**

Cooperative Endangered Species Conservation Fund: Recovery Land Acquisition Grants

**13. Competition Identification Number:**

F21AS00172

**Title:**

Cooperative Endangered Species Conservation Fund: Recovery Land Acquisition Grants

**14. Areas Affected by Project (Cities, Counties, States, etc.):**

**\* 15. Descriptive Title of Applicant's Project:**

Mhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities. Proposed Fee Purchase of 642 acres of land along the Leeward Kohala, Hawaii Island coastline.

**Attach supporting documents as specified in agency instructions.**



**Application for Federal Assistance SF-424** Version 02

16. Congressional Districts Of:  
\* a. Applicant:  \* b. Program/Project:

Attach an additional list of Program/Project Congressional Districts if needed.

17. Proposed Project:  
\* a. Start Date:  1/1/2022 \* b. End Date:  12/31/2023

18. Estimated Funding (\$):

* a. Federal	<input type="text" value="4000000"/>
* b. Applicant	<input type="text" value="180,025 0"/>
* c. State	<input type="text" value="0"/>
* d. Local	<input type="text" value="8000000"/>
* e. Other	<input type="text" value="1000000"/>
* f. Program Income	<input type="text" value="0"/>
* g. TOTAL	<input type="text" value="13,180,025"/> <input type="text" value="13000000"/>

\* 19. Is Application Subject to Review By State Under Executive Order 12372 Process?  
 a. This application was made available to the State under the Executive Order 12372 Process for review on   
 b. Program is subject to E.O. 12372 but has not been selected by the State for review.  
 c. Program is not covered by E.O. 12372.

\* 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes", provide explanation.)  
 Yes  No

21. \*By signing this application, I certify (1) to the statements contained in the list of certifications\*\* and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances\*\* and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)  
 \*\* I AGREE  
\*\* The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:  
Prefix:  \* First Name:   
Middle Name:   
\* Last Name:   
Suffix:   
\* Title:   
\* Telephone Number:  Fax Number:   
\* Email:   
\* Signature of Authorized Representative:  \* Date Signed:

**Application for Federal Assistance SF-424**

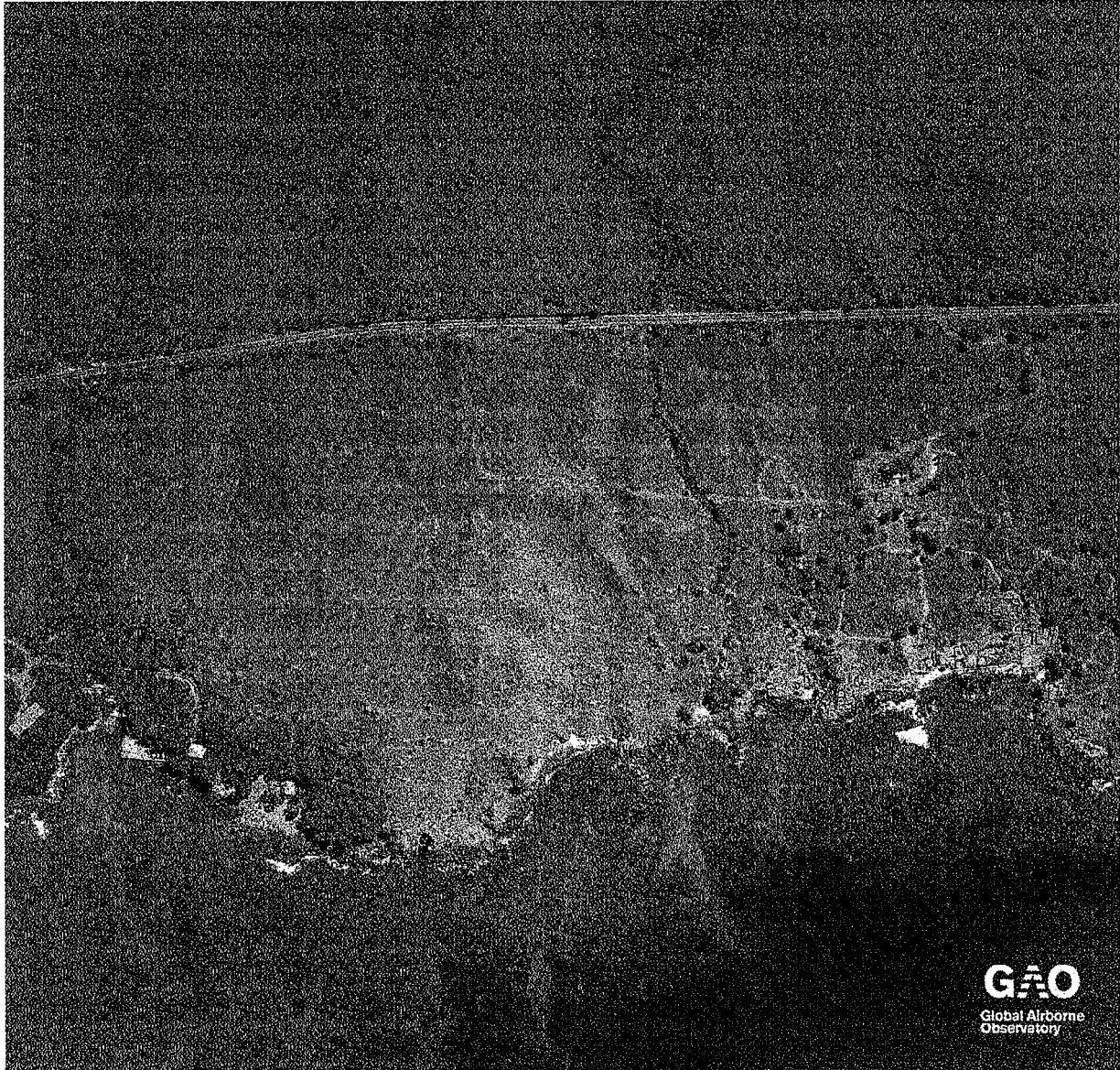
Version 02

**\* Applicant Federal Debt Delinquency Explanation**

The following field should contain an explanation if the Applicant organization is delinquent on any Federal Debt. Maximum number of characters that can be entered is 4,000. Try and avoid extra spaces and carriage returns to maximize the availability of space.

# Māhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities

A Proposal to the U.S. Fish & Wildlife Service Recovery Land Acquisition Grant Program



*Illustrating approximately 300 acres of the 642 acre fee land acquisition, Māhukona is an indigenous-led landscape level conservation effort connecting the subject Māhukona acquisition lands to the Lapakahi State Historical Park to the south (right on photo) and Kapa'a Beach Park to the north. Photo courtesy of Greg Asner, PhD*

Proposed by:  
Hawai'i Land Trust  
&  
State of Hawai'i  
Department of Land & Natural Resources  
Division of Forestry & Wildlife

## RECOVERY LAND ACQUISITION GRANT PROJECT NARRATIVE –

**Project Title:**

Māhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities

**Region:**

Pacific

**State:**

State of Hawai‘i

**Submitted By:** Hawai‘i Department of Land and Natural Resources, Division of Forestry and Wildlife (**DOFAW**); Hawaiian Islands Land Trust, d/b/a Hawai‘i Land Trust (**HILT**)

U.S. Fish and Wildlife Service (USFWS) Contact:     John Vetter  
300 Ala Moana Blvd.  
Suite 3-122  
Honolulu, HI 96850  
808-792-9406  
John\_Vetter@fws.gov

DOFAW Contact:   Irene Sprecher  
1151 Punchbowl Street, Room 325  
Honolulu, HI 96813  
808-587-4167  
Irene.M.Sprecher@hawaii.gov

HILT Contact:    Shae Kamakaala  
500 Kalanianaʻole Ave.  
Hilo, HI 96720  
808-940-0639  
shae@hilt.org

**Description of Entities Undertaking the Project:**

HILT is the subrecipient whose role is full project management, landowner negotiations, and is solely responsible for meeting project objectives and communicating with DOFAW as appropriate. HILT and DOFAW work on a number of land acquisition projects together and are committed to this project’s success.

**Acreage of fee acquisition:** 642 acres total, TMKs: 5-7-003:002; 5-7-003-003; 5-7-003:010; 5-7-002:011; 5-7-003:001; 5-7-003:018; 5-7-003:007; 5-7-003:008; 5-7-002:027; 5-7-002:036; 5-7-002:037, in mixed Urban Resort, Agricultural, and Conservation State and County land use designation and zoning (see attached maps).

## **EXECUTIVE SUMMARY**

*Māhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities (“Māhukona”) is a fee land acquisition project to permanently protect approximately 642 acres and over 1.5 miles of coastal vegetation habitat, among the most threatened habitat in the State. This acquisition site offers restoration and recovery habitat for a host of endangered, threatened, and at-risk species in what was one of Hawai‘i’s most biologically diverse ecosystem, the dryland coastal strand. Māhukona also provides opportunities to engage in meaningful public-private partnerships to re-grow native forest species and advance carbon sequestration initiatives.*

*Of equal importance is the trust building and commitment by the local community and generations of area cultural practitioners who are dedicated to this effort. Countless hours were spent preparing this proposal by volunteer community members and scientists reviewing thousands of pages of scientific reports and archaeological surveys completed for the 1900’s and early 2000’s resort development plans, and biological surveys with our keiki (kids) in tow – because this effort is about protecting vulnerable but resilient habitat while ensuring the permanency of indigenous led stewardship and raising the next generation of ‘āina (reciprocity of land and people) stewards.*

## **STATEMENT OF NEED & PURPOSE**

The proposed 645 acre Māhukona Navigational & Cultural Preserve is part of a coastal ecosystem that encompasses the ancient Kohala Field System. Since the mid 1900’s, this area has been slated for large scale resort and residential development. Currently, the land is held by prior investors who perfected their lien, foreclosed on the property, and are looking to divest of their land holding at Māhukona. Up until recent times, the landowner was engaging developer buyers for the property. In late 2019, HILT was able to make inroads with the landowner and began applying for public funding for the acquisition of Māhukona. Acquiring and protecting the property will prevent uses that are incompatible with conservation and cultural perpetuation, e.g., resort and residential development, golf courses, or other activities that generate pesticides or other pollutants, and so would eliminate huge irreversible threats to Māhukona’s endangered, threatened, and at risk species.

Forming an ecological bridge among public ownerships (Lapakahi State Historical Park, Kapa‘a Beach Park and Māhukona Beach Park) and encompassing hundreds of cultural sites including the unique Ko‘a Heiau Holomoana, Hawai‘i Land Trust (HILT) and the local community of cultural practitioners have partnered and are committed to the holistic restoration of these lands and native ecosystems with a focus on: (i) planting species native to this coastal area of Kohala; (ii) stabilizing vegetation to reduce erosion inputs into the precious coastal resources while preventing development that has the potential to greatly increase inputs to the near shore; (iii) support and monitor how activities support carbon sequestration to meet state and federal climate change mitigation efforts; (iv) supporting the cultural practitioners and families of the area who have practiced reciprocal stewardship of Māhukona’s lands, waters, and skies for generations; and (v) developing a new generation of public-private partnerships to support biocultural conservation.

Māhukona is well known for its sightings of Hawai‘i’s only native mammal, the endangered Hawaiian hoary bat (‘ope‘ape‘a, *Lasiurus cinereus semotus*), in addition to monk seals who feed and rest in the intertidal zone and whose presence has prompted signage to be posted on site. At least four endangered shrubs were identified in botanical surveys and are important to the recovery of five endangered and endemic shrubs including the ko‘oloa‘ula (*Abutilon menziesii*), ‘ōhai (*Sesbania tomentosa*), ‘ihi (*Portulaca villosa*) and ‘ahinahina or Blunt chaff flower (*Achyranthes mutica*). Furthermore, coastal habitat restoration may result in habitat for the endangered endemic coastal yellow-faced bee (*Hylaeus anthracinus*) as Māhukona’s coastal environment will be restored to a native plant composition and structure that supports the yellow-faced bee (Magnacca 2020; Land Trust Alliance 2018; Recovery Outline for Hawaiian Multi-Species, 2020).

Beach and cliff habitats are also sensitive to climate change and invasive species enhanced disturbance regimes that accelerate erosion rates, aggravate sediment delivery dynamics, and increase inundation risk. The resulting degradation reduces habitat quality and availability for native species, impacts biological communities including their composition, structure, function and dynamics, and exerts enormous impacts on near shore habitats. Other stressors such as invasive species, enhanced wildfire, or degradation of existing coastal habitat areas can endanger or even eliminate native flora and fauna. This area seems to be somewhat safe from threats of sea level rise and inundation because of the cliffline that characterizes the shoreline.

Local environmental and cultural understandings of the ridge to reef interrelationships between the health of the land, the ocean, and the sky support Māhukona’s marine ecosystem and its terrestrial cultural sites. This is well known and important for its birthing habitat for the Koholā or Humpback whale (*Megaptera novaeangilae*), the Hāhālua or Giant manta ray (*Mobula birostris*), Hawaiia monk seal (*Neomonachus schauislandi*) and numerous threatened, endangered or rare (TER) native seabirds including the ‘ua‘u or Hawaiian dark-rumped petrel (*Pterodroma phaeopygia sandwichensis*), ‘Akē‘akē or band-rumped storm-petrel including a Hawai‘i distinct population segment (*Oceanodroma castro*), and the ‘A‘o or Newell’s shearwaters (*Puffinus newelli*). Moving towards the uplands, the Pu‘u o Umu Natural Reserve Area (NARs) of the Kohala mountains is home to the highest concentration of ‘ua‘u nesting sites on the entire island. With this unique purchase, we have the opportunity to develop this coastline’s biocultural capacity for adaptive change, including community led restoration and stewardship designed to halt current trajectories of degradation and transform the parcel into a biodiversity refugium. See Table 1 below for species eligibility information.

Given Māhukona’s history of abundant terrestrial and marine ecosystem resources, the project represents a rich opportunity for a broad partnership among local community stewards, cultural practitioners, professional managers and researchers. HILT’s partnership with generational families whose cultural practices have informed the proper care of Māhukona’s hundreds of cultural sites and its ancient navigational heiau ensures the generational lifespan and sustainability of the site’s stewardship efforts. With generational cultural practice comes a generational commitment to the stewardship of the acquisition site. HILT and the community’s commitment to trust building processes and holistic landscape level restoration provides an enormous opportunity for novel public-private partnership in the meaningful restoration and care of habitat for a significant number of Hawai‘i’s endangered, threatened, and at risk species.

**Table 1. Species Eligibility**

Species	Recovery Planning Document	Identified Threat, citation	Recovery Action, citation
<b>Mammals</b>			
<i>Lasiurus cinereus semotus</i> , hoary bat	Recovery Plan for the Hawaiian Hoary Bat ( <i>Lasiurus cinereus semotus</i> ), 1998. 5-Year Review Summary and Evaluation, 2011. 5-Year Status Review, 2018.	Habitat loss, pesticides, predation, and roost disturbance. 1998, Pg. 15.  Wind turbines, timber harvest, coqui frogs, and climate change. 2018, pg. 15-19.	Recommendations for future actions include: “[p]reserve and manage existing and suitable future ‘ōpe‘ape‘a habitat. Forests of all elevations may need protection and management to provide a year-round prey base. Low-elevation forests are under the greatest threat due to development, agriculture, and high numbers of habitat-altering invasive plant and invertebrate species.” Pg. 30
<i>Neomonachus Schauislandi</i> , Hawaiian monk seal	No information	No information	No information
<b>Insects</b>			
<i>Hylaeus anthracinus</i> , yellow-faced bee	Recovery Outline for Hawaiian Multi-island Species, 2020.	Agriculture and urban development; ungulates (pigs, goats, deer, sheep, and cows) and predation by ungulates; invasive plants; drought, hurricane, tsunamis; climate change; and low numbers. Pg. 14.	1. Protect ecosystems and control threats; 1.2. Identify species-specific areas within each habitat necessary for recovery and delineate management units; 1.4. Ensure long-term protection of management units; 2. Control species-specific threats; 2.14. Control other species-specific threats as appropriate; 2. Expand existing wild populations, and establish new populations, to increase resiliency. Pp. 21-23.
<b>Fauna</b>			
<i>Pterodroma phaeopygia sandwichensis</i> , dark-rumped petrel	Hawaiian Dark-Rumped Petrel and Newell’s Manx Shearwater Recovery Plan. 1983.	Reasons for decline include light attraction due to increasing urbanization. Pg. 7-9. “The second type of habitat that is critical to both the ‘a‘o and ‘ua‘u could be termed transitory habitat: that land area which is transversed by nesting adults and fledglings while flying between their	1. Preserve and maintain existing habitat; 1.4 Protect habitat from destructive human activities; 1.42 Prevent pollution of pelagic habitat through existing laws; 2.2 Reduce mortalities caused by light attraction; 2.22 Reduce light attractant problem; Pg. 26-27.

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Recovery Land Acquisition Proposal

		nesting grounds and the ocean . . . . corridors must be free of bright lights.” Pp. 13-14.	
<i>Puffinus auricularis newelli</i> , Newell’s shearwater	Hawaiian Dark-Rumped Petrel and Newell’s Manx Shearwater Recovery Plan. 1983.	Reasons for decline include light attraction due to increasing urbanization. Pg. 7-9. “The second type of habitat that is critical to both the ‘a’o and ‘ua’u could be termed transitory habitat: that land area which is transversed by nesting adults and fledlings while flying between their nesting grounds and the ocean . . . . corridors must be free of bright lights.” Pp. 13-14.	1. Preserce and maintain existing habitat; 1.4 Protect havitat from destructive human activities; 1.42 Prevent pollution of pelagic habitat through existing laws; 2.2 Reduce mortalities caused by light attraction; 2.22 Reduce light attractant problem; Pg. 26-27.
<i>Oceanodroma castro</i> , band-rumped storm petrel	Recovery Outline for Hawaiian Multi-island Species, 2020.	Ungulates including goats, invasive plants; erosion, landslide, hurricane; climate change; predation by rats, barn owls, cattle, and mongoose; and lights, structures, humans, and low numbers. Pg. 14.	1. Protect ecosystems and control threats; 1.2. Identify species-specific areas within each habitat necessary for recovery and delineate management units; 1.4. Ensure long-term preotection of management units; 2. Control species-specific threats; 2.14. Control other species-specific threats as appropriate; 2. Expand existing wild populations, and establish new populations, to increase resiliency. Pp. 21-23.
<i>Branta sandvicensis</i> , Hawaiian goose	Draft Revised Recovery Plan for the Nēnē or Hawaiian Goose ( <i>Branta sandvicensis</i> ), 2004.  5-Year Summary and Evaluation, 2011.	Habitat loss, including the present or threatened destruction, modification, or curtailment of its habitat or range; ; predation by alien mammals including dogs, cats, mongoose, pigs, and rats; and habitat degredation by humans, feral cats, goats, pigs, and sheep. Pg. 27-28.	“[T]he threats to the species must be reduced to allow for the long-term viability of these populations, and sufficient suitable habitat must be identified, protected, and managed in perpetuity on each of these islands.” Pg. 50. 1. Identify and protect nēnē habitat (particularly summer flocking areas and potential lowland breeding sites); 2. Manage habitat and existing popoulations for sustainable productivity and survival; 4. Continue captive propagation program; 5. Establish additional nēnē populations which focuses on partnerships with private landowners; and 6. Address conflicts between nēnē and human activities which addresses potential management and



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			relocation of nēnē in unsuitable areas. 2004, Pg. 52 & 2011, Pg. 13.
<b>Flora</b>			
<i>Abutilon menziesii</i> , Ko‘oloa‘ula	Lana‘i Plant Cluster Recovery Plan, 1995.	“The primary reason for the decline of all taxa treated here is habitat alteration by humans.” Pg. 39. The main threats to this species includes: inappropriate environmental perturbations, encroaching alien plant species, browsing and trampling by ungulates, fire, the Chinese rose beetle, loss of pollinators, and development. Pg. 51-53.	1. Secure and manage current populations and their habitat; 114. [M]or actively enforce legal protection from development; 311. Identify sites for expansion; 32. Implement expansion plans; and 4. Reestablish wild populations within the historic range. Pp. 72 77.
<i>Sesbania tomentosa</i> , ‘Ōhai	Recovery Plan for the Multi-Island Plants. 1999.	Overall reasons for decline and current threats include “extreme alteration because of past and present land management practices including ranching, deliberate alien animal and plant introductions, and agricultural development.” Pg. 14. Other threats include alien animal activity of goats, deer, cattle, and rodents; alien plants, fire, human impacts, and limited numbers. Pg. 16.	1. Protect habitat and control threats; 13. Ensure long-term protection of habitat; 149. Control all other identified threats; and 5. Reestablish wild populations within historic range. Pg. 168.
<i>Portulaca villosa</i> , ‘Ihi	Recovery Outline for Hawaiian Multi-island Species, 2020.	Ungulates (goats, deer, mouflon, and cows) and predation by ungulates; invasive plants; fire; landslide, rockfall; climate change; land ow numbers. Pg. 12.	1. Protect ecosystems and control threats; 1.2. Identify species-specific areas within each habitat necessary for recovery and delineate management units; 1.4. Ensure long-term pretection of management units; 2. Control species-specific threats; 2.14. Control other species-specific threats as appropriate; 2. Expand existing wild populations, and establish new populations, to increase resiliency. Pp. 21-23.
<i>Achyranthes mutica</i> , Blunt chaff flower	Recovery Plan for the Multi-Island Plants. 1999.	Overall reasons for decline and current threats include “extreme alteration because of past and present land management practices including ranching, deliberate	1. Protect habitat and control threats; 13. Ensure long-term protection of habitat; 149. Control all other identified threats; and 5. Reestablish wild populations within historic range. Pg. 168.

		alien animal and plant introductions, and agricultural development.” Pg. 14. Other threats include alien animal activity of goats and cattle; alien plants, and limited numbers. Pg. 15.	
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**Historical Background**

Archaeological reports from nearby ahupua‘a (traditional land use districts) of Makiloa and Kalala, dating from 1400s to the 1700s and derived from charcoal plant remains from fire pits, suggest that seven native plants were common in this area, and probably along the entire coast. These plants included: koa (most likely koai‘a), ‘ūlei, kukui, mamane, ‘ohe makai, ‘aweoweo, and pukiawe, which are found today along numerous gulches, in some fields, and more forested up-elevation areas. Traditionally, Māhukona was part of the larger Leeward Kohala Field System, an intensive rain-fed agricultural system that today include small areas that have been and continue to undergo agricultural restoration with notable success and high yields of food crops (Kagawa & Vitousek, 2012).

**PROJECT TIMETABLE**

- Dec. 2019: HILT began working on project
- Jan. 2020: HILT community engagement (continuous)
- Feb. 2020: HILT submitted County land acquisition funding application & HILT secured willing seller letter
- March 2020: HILT submitted State land acquisition prerequisite forms (note: the following application deadline was never announced)
- June 2020: HILT Secured Willing Seller Letter
- Nov. 2020: Appraisal Report Completed
- Dec. 2020: HILT Secured #1 County Ranking & Launch Initial Project Campaign
- March 2021: HILT Secured Letter of Intent to negotiate option agreement and lease (confidential document)
- April 2021: DOFAW & HILT Submit USFWS RLA Application
- May 2021: HILT Secure Lease Agreement and Option Agreement
- June 2021: Secure County Council Resolution for County aquisition funds
- Dec. 2021: Obligate awarded public funding support; Title review & open escrow
- Jan. 2023: Launch private capital campaign; begin negotiating and drafting conservation easement with the County of Hawai‘i; discuss stewardship agreements; begin due diligence items
- Oct. 2023: HILT benchmark to secure project funds and close; finalize deed, conservation easement, and other recording and escrow documents; celebration on the land.

**OBJECTIVES & METHODS/APPROACH**

The Māhukona fee conservation acquisition and its permanent project will serve multiple objectives, detailed below:

**1. Objective One: Secure Lease and Fee Acquisition to Permanently Protect Māhukona**

The first objective is to acquire and permanently protect the threatened Māhukona lands, which will result in fee ownership by HILT and a perpetual conservation easement granted to the County of Hawai‘i. HILT will hold the title to the land if this project is successful. The project sites consists of 642 acres. The property name is generally referred to as “Māhukona”. Stewardship partners include local 501(c)3, Nā Kālai Wa‘a. The land has been vacant for over two decades, with the upland parcel being previously leased for cattle grazing which ceased in 2013.

This acquisition will restrict land use activities that are detrimental to native species and it will protect the habitat of ‘ōpe‘ape‘a and Hawaiian monk seal. The proposed fee ownership by HILT and HILT’s partnership with cultural practitioners, community, governmental and non-governmental conservation organizations and institutions will ensure proper stewardship and restoration of the land and its conservation values. As a precursor to ownership, HILT is working to engage in a lease agreement for the property beginning in the summer of 2021, continuing to a successful close expected in the winter of 2023. With its lease agreement, HILT plans to begin conservation planning and volunteer work days for small scale resilience and restoration projects.

**2. Objective Two: Build Native Habitat Resilience, Restoration, Control Native Species’ Threats & Enhance Cultural Practice**

HILT’s second objective is to develop and implement a comprehensive restoration plan for this parcel that will integrate restoration of native and especially TER species, control non-native species’ threats, engaging communities, and building a creative public-private partnership for long-term stewardship. In HILT’s lease phase of the project, we plan to engage sustainable restoration efforts to increase ecological and biocultural resilience of the land and near shore areas, with planning work set to begin in late 2021 or 2022.

Objective Two activities include, but are not limited to:

- a. Conceiving, designing, and planning the out planting of native species that will be the focus of our restoration efforts, including identifying source populations, collecting seeds, propagation, and identifying the location and sequence of planting.
- b. Seeding and/or outplanting: the endangered ‘ōhai and the ‘āwikiwiki in restoration sites within the coastal strand; naupaka and expanding the populations of existing hinahina, akiaki, pa‘u o Hi‘iaka, and ‘ilima. Work with community stewards to collect seed for and propagate wiliwili and koai‘a for out planting.
- c. Stewardship to enhance potential yellow-faced bee habitat.
- d. Invasive species control including cost-effective options to reduce non-native invasive and often fire prone plant cover, and reducing or eradicating non-native insect and animal threats (e.g., mammalian predators, ungulates). This will involve HILT engaging biologists and restoration experts, as well as community-based expertise for designing and implementing collaborative stewardship of these sites.
- e. Engaging partners to plan and implement collaborative monitoring for the diversity of native and especially TER species that occupy or come to occupy this parcel including surveying for ‘ōpe‘ape‘a (e.g., by deploying unattended and/or attended bat recording devices; identifying ‘ōpe‘ape‘a roosting sites); monitoring survivorship and

- growth of naturally established and planted individuals of diverse native species, with a focus on TER species.
- f. Engage partnerships and place song meters to further assess seabird and ‘ōpe‘ape‘a activity in and around the property on the leeward side of the Kohala mountains.
  - g. Engaging local groups to conduct monk seal monitoring and surveying on site.

With a successful conservation acquisition of Māhukona, HILT has developed a resiliency planning process and model for its fee owned preserves that has shown successful and we will tap our in house capacity for this, while also remaining open to building and leveraging partnerships for planning and implementing Objective Two. HILT is committed to continuing its efforts to build trust with the local community and its partners by expanding lines of communications with agencies and our other partners, while also supporting the striking of regulatory balance and decision making based upon traditional and local knowledge and thorough conventional science.

Critically, we will be able to quickly achieve progress with eliminating ungulate threats as the presence of ungulates is not known to be a present threat on the property and majority of the property is already fenced, so completing this measure as well as managing other identified threats to achieve species recovery. These will be focus areas for HILT’s land stewardship activities. Equally pressing will be fire management planning and mitigation activities, including fuel reductions and fuel breaks (e.g., along roadways), green strips, and effective outreach focused prevention.

Throughout the acquisition process and if successful, ownership and stewardship of the land will rely on and honor traditional ecological knowledge (TEK) and expertise held by local cultural practitioners. Much of the coastline and various cultural sites are used by cultural practitioners of traditional Hawaiian navigation (voyaging without instruments), fishing, hula, and lei making to name a few whose families continue to pass down generational practices and foster reciprocal relationships with the lands and natural resources of Māhukona. With this, HILT and project partners have the opportunities and will work to ensure project and restoration initiatives are done with respect and in collaboration with the indigenous peoples and cultural practitioners of the area.

Shared goals and visions for an abundant and healthy Māhukona have been identified and HILT has great support from the local community and local government to engage in meaningful actions to achieve Objective Two. HILT believes that this methodology will provide for the most effective and efficient management and resilience building work to aid in supporting species de-listing initiatives and ensure the sustainability of these globally significant lands (Greer, 2005).

### **3. Objective Three: Develop and Achieve Carbon Sequestration, Climate Change and Biodiversity Goals**

Although Objective Two related land management actions could lend to carbon sequestration, climate change, and undoubtedly biodiversity goals, HILT’s plans for carbon sequestration and climate change mitigation is focused on the 207 acre parcel on the ma uka (mountain side) of the main highway. HILT will continue to engage partnerships for securing freshwater resources to support restoration focused carbon

sequestration efforts. HILT will also need to complete fencing for the upper lateral boundary of this TMK parcel.

#### **4. Objective Four Cultural Based Education & Outreach**

- a. Continue cultural based education and outreach at Māhukona by supporting the continued presence of local non-profit organization and project partner, Nā Kālai Wa‘a, who have been studying navigation, running non-instrumental navigational educational programs, care taking cultural navigational sites, and engaging in vessel maintenance on the property for over 40 years.
- b. Support TEK knowledge sharing of traditional fisheries management strategies for local fishing practitioners.
- c. Engage and support traditional knowledge and practice of ancient ‘oli (chants), mele (songs), mo‘olelo (stories), and other traditional writings that inform archaic baseline studies and observations of Māhukona, as well as inform the acknowledgment and integration of cultural protocols for Māhukona restoration and stewardship activities.
- d. Integrate all of the above to inform a public and visitor code of conduct and inform overall management and stewardship of Māhukona.
- e. Partner with local schools to continue integrating and enhancing cultural and place based education at Māhukona.
- f. Integrate cultural TEK to inform Māhukona’s threatened and endangered species habitat restoration activities.

#### **ANTICIPATED OUTCOMES & EXPECTED BENEFITS**

The following provides additional species specific details, and a table of species expected to benefit from holistic landscape level and culturally informed stewardship at Māhukona (see Table 2 below). Table 1 provides details of species eligibility.

##### **‘Ōpe‘ape‘a or Hawaiian hoary bat (*Lasiurus cinereus semotus*) – ENDANGERED**

The endangered Hawaiian hoary bat (‘ōpe‘ape‘a or bats), Hawaii’s official state land mammal and only native terrestrial mammal, is frequently observed throughout the acquisition site (FEIS 1991). Hawaiian hoary bats feed on a variety of native and non-native night-flying insects, including moths, beetles, crickets, mosquitoes and termites using echolocation (Whitaker and Tomich 1983). Water courses and field edges (e.g., coastlines and forest/pasture boundaries) appear to be important foraging areas. They begin foraging either just before or after sunset depending on the time of year (USFWS 1998; Mitchell et al. 2005). Māhukona’s fields, gulches, as well as the forested areas, provide suitable feeding and roosting habitat to sustain the bats. Acquiring and protecting the property will prevent incompatible uses, e.g., resort and/or residential development, wind farms, or activities that generate pesticides or other pollutants. Management of the property could include cooperative efforts with agencies and the private sector to provide a base for research as well as mitigation opportunities arising from excessive incidental take of bats on nearby Maui island, located approximately 30 miles across the ‘Alenuihāhā Channel. Monitoring and surveying also aid in threats identified in this species recovery plan as a lack of data and understanding of the ‘ōpe‘ape‘a’s range is largely not understood.

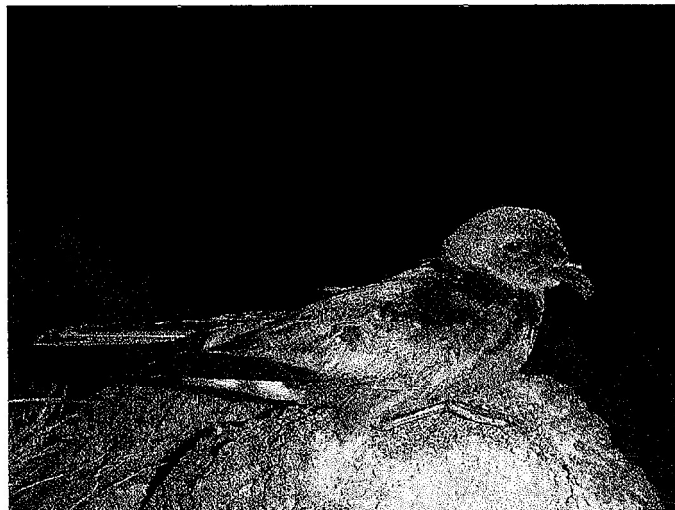
**‘Ua‘u or Hawaiian dark-rumped petrel (*Pterodroma phaeopygia sandwichensis*) – ENDANGERED & ‘A‘o or Newell’s shearwaters (*Puffinus newelli*) – THREATENED**

According to the Hawaiian Dark-Rumped Petrel and Newell’s Manx Shearwater Recovery Plan, transitory habitat is critical to the life cycle of the endangered Hawaiian dark-rumped petrel (‘ua‘u) and the threatened Newell’s shearwaters (‘a‘o) as they need protected corridors between nesting sites and the sea that are free of bright lights (which can disorient fledglings and lead to fall-out and predation) (Recovery Plan, 1983, pp. 13, 22-23). Preferred nesting habitat is mountainous terrain with at least 65 degree slopes, which is common in the Kohala mountains, where the call rate for ‘ua‘u is 1-2 calls per minute, which is consistent with breeding populations of ‘ua‘u on the island of Kaua‘i. The State’s Department of Land and Natural Resources, Natural Area Reserve (NAR) managers have observed over 100 birds at its Kohala Reserve and predict a population of at least several hundred individual ‘ua‘u, making Kohala the highest concentration of ‘ua‘u, and its confirmed nesting sites, on the island. Thus, this acquisition is critical opportunity to advance habitat goals identified in the Recovery Plan for this species. Specifically, keeping habitat in place versus resort and residential development along the leeward Kohala coastline, prioritizing the reduction of annual fallouts, and protecting transitory corridor from nesting habitat in Kohala NARS to the ocean in perpetuity. ‘U‘au and ‘a‘o have been observed along the coastline at Māhukona.

**Band-rumped storm-petrel, (‘Akē‘akē, *Oceanodroma castro*) – ENDANGERED**

According to its Recovery Plan, the Hawai‘i distinct population segment (DPS) of ‘akē‘akē faces threats throughout their entire range and habitat management in Hawai‘i has shown that the potential for recovery is high if major threats are controlled (Recovery Outline for Hawaiian Multi-Species 2020, pg. 7). The greatest threats to this listed animal species are habitat loss and degradation due to urbanization, predation by nonnative feral cats, rats, mongoose, and barn owls; introduced ungulates, particularly goats; nonnative invasive plants; fire; artificial night lighting and manmade structures, and the genetic consequences of small human populations (Recovery Outline for Hawaiian Multi-Species 2020, pp. 7-8, 14).

Protection of ecosystems and control of threats were identified as priority recovery actions. Coastal and Dry Cliffs were also identified as habitat for the ‘akē‘akē, which is present throughout the acquisition lands. Critically, acquiring Māhukona will allow for placing song meters to further assess seabird activity, particularly along the coastal and dry cave features throughout the acquisition property. All identified threats and recovery control measures are actions that would be implemented following this acquisition. Notably, efforts that have led to successful landscape-level management of threats to biodiversity in Hawai‘i provide valuable lessons learned, and this acquisition will successfully close the gap



‘Akē‘akē, Hawaiian DPS. Photo: Andre Raine

(see maps provided) for a protected leeward Kohala coastline between the Lapakahi State Historical Park to the south and Kapa‘a Beach Park to the north. Additionally, the permanent protection of these lands against planned development, elaborated in State and County planning documents and water use development plans, via conservation acquisition will help to shift public opinion and political perception on the conservation value of this land for the leeward Kohala coastline.

**Yellow-faced bee (*Hylaeus anthracinus*) - ENDANGERED**

The *Hylaeus anthracinus* is one of seven species of Hawai‘i’s native yellow-faced bees, the first bees in the country to be protected under the Endangered Species Act. This endemic species is listed as critically imperiled on the Xerces Society Red list because of its extremely narrow range and sparse numbers. Appearing between May and September, yellow-faced bees are most prominent in early spring and late summer. They are frequently found foraging on ‘ilima flowers, naupaka, and the beach heliotrope, among other native plants and are known to burrow and nest in coral rubble and driftwood, which are found along Māhukona’s coastal strand. As biological surveys were completed during the winter season, there is cause to suspect productive habitat for the Yellow-faced bee.

HILT has seen success in its stewardship of its Waihe‘e Coastal Dunes and Wetland Refuge (“Waihe‘e”) as the 2020 Recovery Outline notes, “[o]n Maui, the Hawaiian Islands Land Trust protects approximately 24 ac (10 ha) of coastal wetlands, 103 ac (42 ha) of dunes, and 8 ac (3hc) of riparian habitats for native habitat restoration efforts at [Waihe‘e] (Land Trust Alliance 2018). This area is currently occupied by *H. longiceps*, and was historically occupied by *H. anthracinus* and *H. assimulans*.” (2020 Recovery Outline, pg. 17-18). Being important pollinators, HILT’s focus on Yellow-faced bee habitat protection and encouraging recruitment is important for a holistic habitat resilience plan at Māhukona.

**‘Ōhai (*Sesbania tomentosa*), Ko‘oloa‘ula (*Abutilon menziesii*) & ‘Ihi (*Portulaca villosa*) and ‘Ahinahina or Blunt chaff flower (*Achyranthes mutica*) - ENDANGERED**

For the ‘Ōhai and ‘Ihi threats identified include ungulates, alien plants, fire, and human impacts among other threats (Recovery Plan for the Multi-Island Plants, 1999, pp. 16; Recovery Outline, 2020, pg. 12; 2020 Recovery Outline, pg. 12). The ‘Ahinahina are especially vulnerable to disturbances due to its low numbers (1999 Recovery Plan, pg. 14). The Recovery Plan for the Ko‘oloa‘ula describes “[t]he primary reason for the decline of all taxa treated here is habitat alteration by humans, either directly (e.g. conversion of habitat to agricultural use) or indirectly (e.g. introduction of exotic species, erosion) (Lana‘i Plant Cluster Recovery Plan, 1995, pg. 39). Māhukona serves as a great outplanting site for the recovery of these species as it provides permanent protection against incompatible uses and development, and as ungulates, particularly goats and deer, are not known to be present at the acquisition site, the management of each species’ threats provides great opportunities for habitat resilience for these species.

**Gourd family (‘Ānunu, *Sicyos*)**

The ‘ānunu is a perennial vine in the gourd family (Cucurbitaceae) (Telford 1999, p. 578; Wagner and Shannon 1999, p. 444). During a survey conducted in the 1990s, a species of *Sicyos* was listed and while the specific epithet was not listed, after careful review of the



possible species, we believe this could have been a specimen of the *Sicyos hillebrandii*, which is known to thrive in areas similar to that at Māhukona, while also noting that the *Sicyos macrophyllus* species is listed as endangered and its typical habitat is a montane dry or mesic ecosystems. Its Recovery Plan highlights that present or threatened destruction, modification, or curtailment of the species habitat or range as a major threat. Its Recovery Plan also notes there are a documented 10 populations with 24-26 individuals exist on the island of Hawai‘i and historically existed on the island of Maui. Upon acquisition of this property, a comprehensive review of such suspected species will be conducted to determine the suitability of returning such species, particularly those that are endangered, to the habitats in which they once thrived. Thus, this acquisition will directly address landscape-scale habitat threats for plants like the ‘ānunu, support, which has been identified in Recovery Plans for Plant Extinction Prevention Program (PEPP) species. With this acquisition opportunity, project partners would like to engage PEPP for conservation and stewardship options.

**Table 2. Species Expected to Benefit From Stewardship at Māhukona**

Scientific Name	Common Name	Status	Current/Historic Presence at Site	Known From Adjacent Habitats	High Restoration Potential
<b>Mammals</b>					
<i>Lasiurus cinereus semotus</i>	Hawaiian hoary bat, ‘Ōpe‘ape‘a	Endangered	Foraging	Yes	Increased numbers, Studies, Roosting, Threat prevention
<i>Neomonachus schauinslandi</i>	Hawaiian monk seal	Endangered	Resting, Foraging	Yes	Increased habitat, Threat prevention
<b>Insects</b>					
<i>Hylaeus anthracinus</i>	Yellow-faced bee	Endangered	No Information	Honaunau, same or other species found in Keokea in Kohala and Ka‘ūpūlehu	Increased habitat, Potential for introduction
<i>Vanessa tameamea</i>	Kamehameha butterfly, Pulelehua	Not listed	No information; painters butterfly observed at site	No information	Increased habitat, Threat prevention, Potential for introduction
<b>Fauna</b>					
<i>Pterodroma phaeopygia sandwichensis</i>	Hawaiian dark-rumped petrel, ‘ua‘u	Endangered	Foraging	Common	Increased habitat, Threat prevention
<i>Oceanodroma castro</i>	Band-rumped storm-petrel, Hawai‘i DPS ‘Akē‘akē	Endangered	Foraging	Common	Increased habitat, Threat prevention, Potential for introduction



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<i>Puffinus auricularis newelli</i>	Newell's shearwater, 'a'o	Threatened	Foraging	Common	Increased habitat, Threat prevention
<i>Buteo solitarius</i>	Hawaiian hawk, 'Io	Delisted due to recovery	Foraging	Common	same
<i>Branta sandvicensis</i>	Hawaiian goose, Nene	Threatened	Loafing	Common	Increased habitat, Potential for introduction
<i>Heteroscelus inacanus</i>	Wandering tattler, 'Ūlili	Migratory shorebird	Foraging, winter resident	Uncommon	Increased habitat
<i>Pluvialia dominica</i>	Lesser golden plover, Kolea	Migratory shorebird	Foraging, winter resident	Uncommon	Increased habitat, Threat prevention
<i>Myoporum sandwicense</i>	Nai'o	Migratory shorebird	No Information	No information	Increased habitat, Threat prevention, Potential for introduction
<b>Flora</b>					
<i>Abutilon menziesii</i>	Ko'oloa'ula	Endangered	Known presence	Uncommon	Increased outplanting, Increased habitat, Threat prevention
<i>Sesbania tomentosa</i>	'Ōhai	Endangered	No information	Uncommon	Increased habitat, Threat prevention, Outplanting
<i>Portulaca villosa</i>	Ihi	Endangered	No information	Historically common	Same as above "Increased Habitat and reduced threats"
<i>Heliotropium anomalum var. Argenteum</i>	Hinahina	Not listed	Presence	Common	Increased Habitat and threats
<i>Sida fallax</i>	'Iima	Not listed	Presence	No information	Increased Habitat and reduced threats
<i>Sporobolus virginicus</i>	Seashore rushgrass 'Aki'aki	Not listed	Known presence	No information	Increased Habitat and reduced threats
<i>Jacquemontia sandwicensis</i> & <i>J. ovalifolia</i> & <i>J. ovalifolia</i> spp. <i>sandwicensis</i>	Pa'u o Hi'iaka	Not listed	Presence	No information	Increased Habitat and reduced threats
<i>Argemone glauca</i>	White-flowered poppy, Pua kala	Not listed	Presence	No information	Increased Habitat and reduced threats
<i>Heteropogon contortus</i>	Pili grass	Not listed	Known presence	No information	Increased Habitat and reduced threats

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<i>Plumbago zeylaniza</i>	‘Ilie‘e	Not listed	Known presence, Presence in landscaping	No information	Increased Habitat and reduced threats
<i>Solanum americanum</i>	Popolo	Not listed	Known presence	No information	Increased Habitat and reduced threats
<i>Canavalia hawaiiensis</i>	‘Āwikiwiki	Not listed	Known presence	No information	Increased Habitat and reduced threats
<i>Achyranthes mutica</i>	Blunt chaff flower	Endangered	Known presence	Historically common	Increased Habitat and reduced threats
<i>Sicyos (hillebrandii or macrophyllus)</i>	‘Ānunu	Not listed; Endangered	Known presence	No information	Increased Habitat and reduced threats
<i>Santalum ellipticum</i>	Coastal sandalwood, ‘Iliahi‘alo‘e	Not listed	Present	No information	Increased Habitat and reduced threats
<i>Acacia koaia</i>	Koai‘a	Species of concern	No information	No information	Increased Habitat and reduced threats
<i>Erythrina sandwicensis</i>	Wiliwili	Not listed	No information	Uncommon; Historically common	Increased Habitat and reduced threats
<i>Polyscias sandwicensis</i>	‘Ohe makai	Not listed	Known presence	No information	Increased Habitat and reduced threats
<i>Capparis sandwichiana</i>	Maiapilo	Not listed	No information	No information	Increased Habitat and reduced threats
<i>Doryopteris decipiens</i>	Pteridaceae, ‘Iwa‘iwa or Kumu-niu	Not listed	Known presence	No information	Increased Habitat and reduced threats

**Facilitating the Success of Associated Recovery Plans & Habitat Connectivity**

As identified above, HILT is committed to facilitating the recovery of native plant species and habitat connectivity to the above identified mammal, insect, fauna, and flora species, in addition to others we may have failed to identify here for which Māhukona can provide habitat. Notably, the recovery plans for the Hawaiian hoary bat (‘ōpe‘ape‘a; Hawaii’s only native mammal), the Hawaiian Dark-Rumped Petrel (‘ua‘u) and Newell’s Manx Shearwater (‘a‘o) are associated with the acquisition lands as the property supports ‘ua‘u and ‘a‘o as a transitory corridor (e.g., nest to sea) and/or habitat features associated with the Band-rumped storm-petrel, Hawai‘i DPS (‘akē‘akē). As referened above, multiple plant recovery plans are associated with Māhukona as well.

HILT has experience in threatened and endangered species habitat restoration, particularly at its current Preserves at Waihe‘e Coastal Wetlands Preserve, the Nu‘u Preserve, which were both funded by this RLA program, as well as a partnership project for Kealia Wetlands Restoration work. HILT has seen first hand the positive impacts that its stewardship activities have, particularly for threatened and endangered bird species as they are using HILT’s Nu‘u Refuge as a transit point between Kealia wetlands in central Maui, to Nu‘u Refuge on east Maui, over the ‘Alenuihāhā channel

to Kohala on Hawai‘i island. A successful conservation acquisition at Māhukona and HILT’s future stewardship activities in partnership with the community is expected have a meaningful impact in accelerating species de-listing and possibly prevent at-risk species from the necessity of being listed in the future.

### **Carbon Sequestration & Climate Change Adaptation**

Models for carbon sequestration projects are underway including smaller project sites along the Leeward Kohala coastline. The implementation of such projects at Māhukona will have a beneficial impact to the health of this dryland and coastal strand ecosystem, including beach and cliff habitats. Climate change is expected to result in increased drought in the area, increasing threats ranging from fire, habitat degradation, and erosion which are all detrimental to the dryland, coastal strand, inter-tidal and fringing reef.

Models for incorporating climate change projections have been developed that delineate potential future distributions for most Hawaiian plant species and are currently being further refined (Fortini *et al.* 2013). Additional efforts and plans for reforestation and replacing invasive kiawe with natives like wiliwili, revegetation, and increased restoration of native groundcover on the property such as pili grass found on the property.

### **BUDGET NARRATIVE**

Land Purchase Price: \$13,000,000 (appraisal report)

RLA Contribution: \$4,000,000

County Contribution: \$8,000,000

Private Contributions: \$1,000,000

The Land Purchase Price has been negotiated between HILT and the private landowner entity. The Land Purchase Price is less than the Fair Market Value determined by HILT’s recent appraisal report, which is currently confidential per HILT’s agreement with the landowner/seller. The requested RLA Contribution is needed to complete this indigenous-led landscape-level effort as the State of Hawai‘i’s land acquisition program funds are threatened due to the local economic fallout of the COVID-19 pandemic. The State legislature is considering a bill which would pause funding for the State land acquisition program until 2023, and the State land acquisition program has not announced its application deadline for 2020 (FY22 funds) or 2021 (FY23 funds). Therefore, federal funding support is critical for the success of this project, and to leverage the strong County funding support for this project (#1 priority County acquisition project). A partial federal award may or may not be feasible, as HILT is already working to raise \$1,000,000 in private contributions from individual donors and foundations for acquisition, and would need to find another funding source to secure any gap need.

HILT’s project costs and other costs assessed in its Budget Information form are derived from contractor quotes and estimations based on HILT’s 10 years of land acquisition experience.

1. The administrative and legal expenses of \$180,000.00 are spread out over the life of the acquisition effort, and cover HILT staff time to project manage, legal expenses of the

Māhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Native Species  
Recovery Land Acquisition Proposal

complicated conservation transaction, and hard costs.

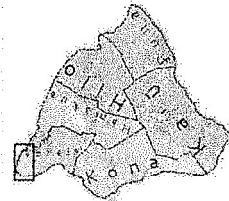
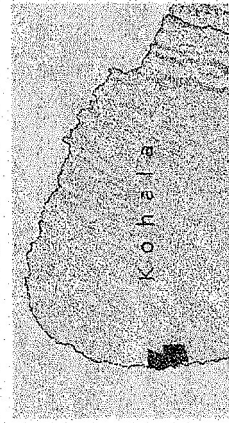
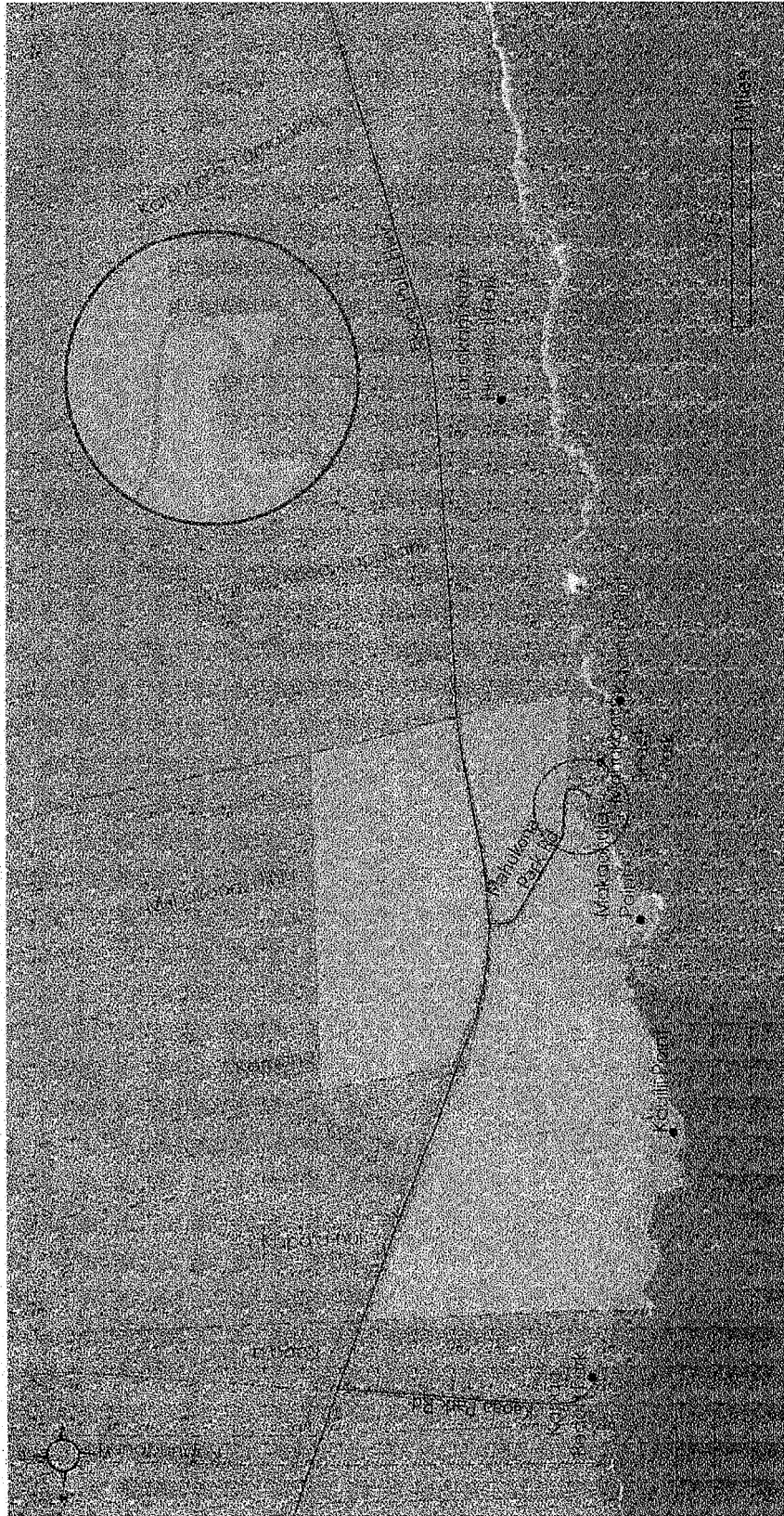
2. The land purchase itself is \$13,000,025.00.

3. Site work is \$2,000,000.00 to include due diligence hard costs associated with the acquisition, as well as initial structural repairs and revitalization of the native landscape.

Māhukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Native Species  
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**MĀHUKONA NAVIGATIONAL AND CULTURAL COMPLEX**

KAPA A NUI, KOU, KAMAŌ, MĀHUKONA, HĪHĪU, AND KAOMA AHUPUAʻA, KOHALA, HAWAII ISLAND

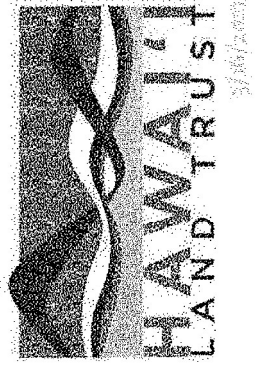


**MapKey**

- Project Area (642 acres)
- State of Hawaii
- United States of America

**Ahupuaʻa**

- Ahupuaʻa
- Tax Map Boundaries



**WILLING SELLER LETTER**

MORRISON  
GROVE

PH: 813.258.8700  
www.MORRISONGROVE.com

June 1<sup>st</sup>, 2020

Shae Kamakaala  
Director of 'Āina Protection  
Hawaiian Islands Land Trust  
500 Kalanianaʻole Ave. #1  
Hilo, HI 96720

Sent via email: [shae@hilt.org](mailto:shae@hilt.org)  
cc: [laura@hilt.org](mailto:laura@hilt.org)

**RE: Mahukona, Kohala, Hawai'i, Tax Map Key Parcels: 1) 5-7-003:002; 2) 5-7-003:003; 3) 5-7-003:010; 4) 5-7-002:011; 5) 5-7-003:001; 6) 5-7-003:016; 7) 5-7-003:007; 8) 5-7-003:008; 9) 5-7-002:027; 10) 5-7-002:036; 11) 5-7-002:037**

Dear Ms. Shae Kamakaala,

Affiliates of Morrison Grove own approximately 642 acres of real property in the area of Mahukona, Kohala, Hawai'i, encompassing 11 separate TMK parcels ("Property"): 1) 5-7-003:002; 2) 5-7-003:003; 3) 5-7-003:010; 4) 5-7-002:011; 5) 5-7-003:001; 6) 5-7-003:016; 7) 5-7-003:007; 8) 5-7-003:008; 9) 5-7-002:027; 10) 5-7-002:036; 11) 5-7-002:037. I understand that Hawaiian Islands Land Trust, a Hawai'i nonprofit corporation ("HILT") is applying for funding from, among other sources, the State of Hawai'i Legacy Land Conservation Program, County of Hawai'i Public Access, Open Space, and Natural Resources fund, and other public and private funding sources.

Provided that an acceptable price and terms can be negotiated, substantially consistent with the proposed letter of intent under discussion, Morrison Grove would be a willing seller of the Property. Neither this letter nor the letter of intent shall create a binding agreement between the parties with respect to the Property. This letter and the letter of intent merely express an intention to work towards a mutually acceptable agreement to sell the Property to HILT.

Except as necessary to seek funding for HILT's acquisition, Morrison Grove and HILT shall keep confidential the terms of any proposed sale of the Property as well as the fact that the parties have been even discussing a possible transaction. Any materials that Morrison Grove or its affiliates provide to HILT shall be kept strictly confidential and shall be subject to a confidentiality agreement that Morrison Grove and HILT are close to signing.

Feel free to contact me if you have any questions.

Sincerely,



Mark H Johnson

**BUDGET INFORMATION - Construction Programs**

NOTE: Certain Federal assistance programs require additional computations to arrive at the Federal share of project costs eligible for participation. If such is the case, you will be notified.

COST CLASSIFICATION	a. Total Cost	b. Costs Not Allowable for Participation	c. Total Allowable Costs (Columns a-b)
1. Administrative and legal expenses	\$ 180,000.00	0.00	\$ 180,000.00
2. Land, structures, rights-of-way, appraisals, etc.	\$ 13,000,025.00	0.00	\$ 13,000,025.00
3. Relocation expenses and payments	\$ 0.00	0.00	\$ 0.00
4. Architectural and engineering fees	\$ 0.00	0.00	\$ 0.00
5. Other architectural and engineering fees	\$ 0.00	0.00	\$ 0.00
6. Project inspection fees	\$ 0.00	0.00	\$ 0.00
7. Site work	\$ 2,000,000.00	2,000,000.00	\$ 0.00
8. Demolition and removal	\$ 0.00	0.00	\$ 0.00
9. Construction	\$ 0.00	0.00	\$ 0.00
10. Equipment	\$ 0.00	0.00	\$ 0.00
11. Miscellaneous	\$ 0.00	0.00	\$ 0.00
12. SUBTOTAL (sum of lines 1-11)	\$ 15,180,025.00	2,000,000.00	\$ 13,180,025.00
13. Contingencies	\$ 0.00	0.00	\$ 0.00
14. SUBTOTAL	\$ 15,180,025.00	2,000,000.00	\$ 13,180,025.00
15. Project (program) income	\$ 0.00	0.00	\$ 0.00
16. TOTAL PROJECT COSTS (subtract #15 from #14)	\$ 15,180,025.00	2,000,000.00	\$ 13,180,025.00
FEDERAL FUNDING			
17. Federal assistance requested, calculate as follows: (Consult Federal agency for Federal percentage share.) Enter the resulting Federal share.	Enter eligible costs from line 16c Multiply X 100 %		\$ 13,180,025.00

**AGREEMENT TO SUBGRANT**

**Between:**

**HAWAI'I LAND TRUST  
&  
STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

**EXHIBIT B**

Property Description

*USFWS RLA F22AP00277 - Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities. DLNR Subgrant Agreement with Hawai'i Land Trust.*



Exhibit B

Property descriptions for tax map key numbers ("TMK No.") (3) 5-7-003:002, (3) 5-7-003:003, (3) 5-7-003:010, (3) 5-7-002:011, (3) 5-7-003:001, (3) 5-7-003:018, (3) 5-7-003:007, (3) 5-7-003:008, (3) 5-7-002:027, (3) 5-7-002:036, and (3) 5-7-002:037

**SCHEDULE C**

(3) 5-7- 003:002

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Mahele Award to Ruth Keelikolani, Royal Patent Grant Number 1992 to Henry Christiansen and Royal Patent Grant Number 654 to Kaheana) situate, lying and being at Mahukona 1st and 2nd, Hihii, Kaoma, District of North Kohala, Island and County of Hawaii, State of Hawaii, being PARCEL A, same being a subdivision of portions of Grant 1992 to Henry Christiansen and Mahele Award to Ruth Keelikolani into Parcels A and B, as shown on survey map dated June 20, 1988 and approved by the Planning Department, County of Hawaii on December 30, 1988 (Subdivision Number 5732), bearing Tax Key Designation 5-7-003-002 (3), and containing an area of 67.449 acres, more or less.

-Note:- A Letter from the County of Hawaii Planning Department attached to AFFIDAVIT OF STEVEN S.C. LIM dated August 30, 2017, recorded as Document No. A-64530740, states that Tax Map Key No. (3) 5-7-003-002 consists of three (3) separate buildable legal lots of record.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640450

**END OF SCHEDULE C**

**SCHEDULE C**

(3) 5-7-003:003

All of that certain parcel of land (being all of the land(s) described in and covered by portion(s) of Royal Patent Grant Number 3405 to the Trustees of the Estate of James Woods, Land Patent Number S-8714, Land Commission Award Number 7715, Apana 7 to Lota Kamehameha, Mahele Award to Ruth Keelikolani, Royal Patent Grant Number 1992 to Henry Christiansen, Land Patent Grant Number 10129 to Hawaii Railway Company, Limited (being Parcels C and F), Royal Patent Grant Number 654 to Kaheana, Grant Deed of the Territory of Hawaii to Hawaii Railway Company, Limited, dated July 6, 1933, recorded in Liber 1205 at Page 399 (being Parcels D and E), Royal Patent Number 7517, Land Commission Award Number 8729, Apana 1 to Kaheana, Royal Patent Number 6818, Land Commission Award Number 8098 to Hoewaa, and all of Royal Patent Grant Number 666 to Keau and Royal Patent Number 6667, Land Commission Award Number 8723, Apana 2 to Kahoiwai) situate, lying and being at Kou, Kamano, Mahukona 1st and 2nd and Hihii, District of North Kohala, Island and County of Hawaii, State of Hawaii, bearing Tax key designation (3) 5-7-003-003, and containing an area of 30.392 acres, more or less.

-Note:- A Letter from the County of Hawaii Planning Department attached to AFFIDAVIT OF STEVEN S.C. LIM dated August 30, 2017, recorded as Document No. A-64530740, states that Tax Map Key No. (3) 5-7-003-003 consists of fifteen (15) separate buildable legal lots of record.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTE, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640450

**END OF SCHEDULE C**

**SCHEDULE C**

(3) 5-7-003:010

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 3405 to the Trustees of the Estate of James Woods, Land Patent Number S-8714, Land Commission Award Number 7715, Apana 7 to Lota Kamehameha, Mahele to Ruth Keelikolani and Royal Patent Grant Number 1992 to Henry Christiansen) situate, lying and being at Kou, Kamano, Mahukona 1st and 2nd, District of North Kohala, Island and County of Hawaii, State of Hawaii, bearing Tax Key Designation (3) 5-7-003-010, and containing an area of 102.295 acres, more or less.

-Note:- A Letter from the County of Hawaii Planning Department attached to AFFIDAVIT OF STEVEN S.C. LIM dated August 30, 2017, recorded as Document No. A-64530740, states that Tax Map Key No. (3) 5-7-003-010 consists of six (6) separate buildable legal lots of record, and two (2) separate legal road lots.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640448

**END OF SCHEDULE C**

**SCHEDULE C**

(3) 5-7-002:011

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 2236, Land Commission Award Number 8522-B, Apana 2 to Kalo Davis, being also portion of Land Patent Grant Number 3405 to Trustees of the Estate of James Woods) situate, lying and being at Kapaanui and Kou, North Kohala, Island and County of Hawaii, State of Hawaii, being PARCEL 11, and thus bounded and described:

Beginning at the northeast corner of this parcel of land, being also on the westerly side of Mahukona-Hawi Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station 'PUU O HALE' being 560.10 feet north and 16,613.53 feet west, and running by azimuths measured clockwise from true South:

1. 21° 24' 30" 3,439.83 feet along the Westerly side of Mahukona-Hawi Road;
2. 111° 24' 30" 20.00 feet along the Westerly side of Mahukona-Hawi Road;
3. 21° 24' 30" 149.88 feet along the Westerly side of Mahukona-Hawi Road;
4. 94° 19' 45" 2,512.62 feet along remainder of Grant 3405 to Trustees of the Estate of James Woods, to highwater mark at seashore, passing over a drill hole on rock ("Rail") at 2,072.04 feet and a 1/2" pipe at 2,309.04 feet;

thence following along highwater mark at seashore for the next ten (10) courses, the direct azimuths and distances between points on highwater mark at seashore being:

5. 162° 30' 384.34 feet;
6. 140° 55' 248.23 feet;
7. 177° 10' 343.30 feet;
8. 228° 00' 224.90 feet;

SCHEDULE C CONTINUED

- 9. 155° 55' 367.80 feet;
- 10. 241° 20' 414.60 feet;
- 11. 194° 15' 338.68 feet;
- 12. 173° 10' 426.59 feet;
- 13. 198° 50' 533.73 feet;
- 14. 149° 50' 234.83 feet to a "+" rock;
- 15. 268° 28' 04" 3,656.98 feet along Government Land of Kapaa, passing over a "T" on rock at 171.50 feet, to the point of beginning and containing an area of 232.852 acres, more or less.

Together with access rights over and across Boundary "G", as granted by EXCHANGE OF VEHICLE ACCESS RIGHTS dated March 14, 1994, recorded as Document No. 94-052695; being more particularly described therein and subject to the terms and provisions contained therein.

-Note:- A letter from the County of Hawaii Planning Department attached to AFFIDAVIT OF STEVEN S.C. LIM dated August 30, 2017, recorded as Document No. A-64530740, states that Tax Map Key No. (3) 5-7-002-011 consists of two (2) separate buildable legal lots of record.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA NORTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA NORTH LLC, a Hawaii limited liability company

DATED : January 16, 2013

SCHEDULE C CONTINUED

RECORDED : Document No. A-47640449

END OF SCHEDULE C

**SCHEDULE C**

(3) 5-7- 003:001

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 1992 to Henry Christiansen) situate, lying and being at Hihii, District of North Kohala, Island and County of Hawaii, State of Hawaii, bearing Tax Key designation (3) 5-7-003-001, and containing an area of .500 acre, more or less.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640450

**END OF SCHEDULE C**



**SCHEDULE C**

(3) 5-7-003:018

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 1992 to Henry Christiansen) situate, lying and being at Hihiu, District of North Kohala, Island and County of Hawaii, State of Hawaii, PARCEL "B", and thus bounded and described as per survey dated October 15, 1968, to-wit:

Beginning at the southwest corner of this parcel of land, on the east side of Mahukona Landing (Recreational Purpose) covered by Executive Order No. 1307, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-WALE" being 6175.96 feet south and 19491.16 feet west and running by azimuths measured clockwise from true South:

1. 176° 00' 41.31 feet along Mahukona Landing (Recreational Purpose) covered by Executive Order No. 1307;
2. 273° 00' 22.00 feet along the remainder of a portion of Grant 1992 to H. Christiansen;
3. 3° 00' 5.00 feet along same;
4. 273° 00' 63.03 feet along same;
5. 3° 00' 36.00 feet along same;
6. 93° 00' 80.00 feet along same to the point of beginning and containing an area of 3068 square feet or 0.0704 acre, more or less.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

SCHEDULE C CONTINUED

RECORDED : Document No. A-47640450

END OF SCHEDULE C

**SCHEDULE C**

(3) 5-7-003:007

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 7517, Land Commission Award Number 8729, Apana 1 to Kaheana) situate, lying and being at Mahukona, District of North Kohala, Island and County of Hawaii, State of Hawaii, bearing Tax Key designation (3) 5-7-003-007, and containing an area of 0.062 acre, more or less.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTE, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640450

**END OF SCHEDULE C**

**SCHEDULE C**

(3) 5-7-003:008

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 666 to Keau) situate, lying and being at Mahukona, District of North Kohala, Island and County of Hawaii, State of Hawaii, bearing Tax Key designation (3) 5-7-003-008, and containing an area of 0.172 acre, more or less.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640450

**END OF SCHEDULE C**

**SCHEDULE C**

(3) 5-7-002:027

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent No. S-8714, Land Commission Award Number 7715, Apana 7 to L. Kamehameha) situate, lying and being at Kamano, District of North Kohala, Island and County of Hawaii, State of Hawaii, being TANK LOT, and thus bounded and described:

Beginning at the west corner of this parcel of land, the coordinates of which referred to Government Survey Triangulation Station "PUU O NALE" being 2,996.60 feet south and 16,413.30 feet west, and running by azimuths measured clockwise from true South:

1. 222° 20' 208.71 feet along the remainder of the land of Kamano;
2. 312° 20' 208.71 feet along the remainder of the land of Kamano;
3. 42° 20' 208.71 feet along the remainder of land of Kamano;
4. 132° 20' 208.71 feet along the remainder of the land of Kamano to the point of beginning and containing an area of 1.000 acre, more or less.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : January 16, 2013

RECORDED : Document No. A-47640450

**END OF SCHEDULE C**

**SCHEDULE C**

(3) 5-7-002:036

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 1992 to Henry Christiansen, Mahele to R. Keelikolani, and Land Patent Number S-8714, Land Commission Award Number 7715, Apana 7 to Lota Kamehameha) situate, lying and being at Kamano, Mahukona 1st, Mahukona 2nd, Hihiu and Kaoma, District of North Kohala, Island and County of Hawaii, State of Hawaii, being PARCEL "A", and thus bounded and described as per Survey dated December 3, 1991, to-wit:

Beginning at the northwest corner of this parcel of land, being the southwesterly corner of portion of Grant 3405 to Trustees of Estate of James Woods and on the easterly side of Mahukona-Hawi Road, Project No. RS-0270(2), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O NALE" being 2,769.84 feet south and 17,747.22 feet west, thence running by azimuths measured clockwise from true South:

1. 260° 15' 1,697.14 feet along portion of Grant 3405 to Trustees of Estate of James Woods;
2. 359° 12' 4,471.00 feet along Parcel "B", the remainder of Land Commission Award Number 7715, Apana 7 to Lota Kamehameha and Parcel "C", the remainder of Mahele to R. Keelikolani and the remainder of Royal Patent Grant Number 1992 to Henry Christiansen;
3. 79° 29' 944.49 feet along Government Land;
4. 75° 52' 539.03 feet along Government Land;
5. 75° 52' 16" 411.08 feet along Government Land;
6. 177° 36' 49.5" 0.74 feet along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
7. Thence along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62, along a curve to the left with a radius of 4,623.66 feet, the chord azimuth and distance being:

SCHEDULE C CONTINUED

- 174° 15' 32.5" 541.13 feet;
8. 260° 54' 15.5" 60.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
9. Thence along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62, along a curve to the left with a radius of 4,683.66 feet, the chord azimuth and distance being:
- 170° 20' 32.5" 91.87 feet;
10. 169° 46' 49.5" 60.09 feet along same;
11. 79° 46' 49.5" 60.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
12. 169° 46' 49.5" 600.00 feet along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
13. 259° 46' 49.5" 10.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
14. 169° 46' 49.5" 250.00 feet along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
15. 79° 46' 49.5" 10.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
16. 169° 46' 49.5" 150.00 feet along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
17. 259° 46' 49.5" 10.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
18. 169° 46' 49.5" 150.00 feet along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;

SCHEDULE C CONTINUED

19. 79° 46' 49.5" 10.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
20. 169° 46' 49.5" 26.76 feet along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
21. Thence along same, along a curve to the right with a radius of 4,543.66 feet, the chord azimuth and distance being:
- 171° 29' 17.5" 270.82 feet;
22. 263° 11' 45.5" 20.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
23. Thence along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62, along a curve to the right with a radius of 4,523.66 feet, the chord azimuth and distance being:
- 173° 49' 15.5" 98.69 feet;
24. 84° 26' 45.5" 10.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
25. Thence along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62, along a curve to the right with a radius of 4,533.66 feet, the chord azimuth and distance being:
- 174° 45' 30.5" 49.45 feet;
26. 85° 04' 15.5" 10.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
27. Thence along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62, along a curve to the right with a radius of 4,543.66 feet, the chord azimuth and distance being:



SCHEDULE C CONTINUED

- 184° 26' 45.5" 1,480.28 feet;
28. 283° 49' 15.5" 20.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
29. Thence along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62, along a curve to the right with a radius of 4,523.66 feet, the chord azimuth and distance being:
- 194° 45' 30.5" 148.03 feet;
30. 105° 41' 45.5" 20.00 feet along a jog in Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62;
31. Thence along Kawaihae-Mahukona Road, Section III, Project No. A-270-01-62, along a curve to the right with a radius of 4,543.66 feet, the chord azimuth and distance being:
- 196° 56' 46" 198.26 feet;
32. 288° 11' 27" 50.02 feet along Mahukona-Hawi Road, Project No. RS-0270(2);
33. Thence along same, along a curve to the right with a radius of 4,493.66 feet, the chord azimuth and distance being:
- 199° 47' 58.5" 252.31 feet;
34. 201° 24' 30" 316.80 feet along same to the point of beginning and containing a gross area of 208.663 acres and excluding therefrom Tank Site Lot (Tax Map Key: 5-7-02:27) containing an area of 1.0 acre and Tank Site Lot (Tax Map Key: 5-4-02:37) containing an area of 0.06 acre, leaving a net area of 207.603 acres, more or less.

SCHEDULE C CONTINUED

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640450

END OF SCHEDULE C

**SCHEDULE C**

(3) 5-7-002:037

All of that certain parcel of land (being portion(s) of the land described in and covered by Mahele Award to Keelikolani) situate, lying and being at Mahukona 1st, District of North Kohala, Island and County of Hawaii, State of Hawaii, being TANK SITE, bearing Tax Key designation (3) 5-7-002-037, and containing an area of 0.060 acre, more or less.

BEING THE PREMISES ACQUIRED BY COMMISSIONER'S DEED (MAHUKONA SOUTH)

GRANTOR : GUIDO GIACOMETTI, as Commissioner

GRANTEE : MAHUKONA SOUTH LLC, a Hawaii limited liability company

DATED : as of January 16, 2013

RECORDED : Document No. A-47640450

**END OF SCHEDULE C**

**AGREEMENT TO SUBGRANT**

**Between:**

**HAWAI'I LAND TRUST  
&  
STATE OF HAWAI'I  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

**EXHIBIT C**

Checklist for Acquisition Subgrants

*USFWS RLA F22AP00277 - Mahukona: An Indigenous-Led Landscape Level Conservation Effort for Resilient Ecosystems & Communities. DLNR Subgrant Agreement with Hawai'i Land Trust.*

Checklist for Acquisition Subgrants

FOR FEDERAL RLA SUBGRANTEES: The following items must be completed to the DLNR's satisfaction prior to the final award:

Title report review and appraisal certification. A current title report of the property interest to be acquired must be obtained for approval through the Department of Land and Natural Resources, Land Division. Prior to purchase, all properties must have a current appraisal that is prepared to Uniform Appraisal Standards for Federal Land Acquisition (UASFLA), otherwise known as "Yellow Book" standards. The appraisal must also be reviewed to ensure compliance with Yellow Book standards. The appraisal and appraisal review shall be conducted through contracts with appropriately licensed and trained personnel.

Appraisal cost and title work. The cost of conducting the appraisal(s) and completing title work in accordance with Federal requirements must either be assumed by the non-Federal subgrantee, or included in the total cost of the proposal on a reimbursable basis.

Matching funds. Evidence of matching funds, as required by law, must be provided to DLNR. In cases where property value is to be used as cost sharing or match for the grant, review and approval of the match property, including the certification of current market value, must occur during the effective grant period to ensure that the property is consistent with 522 FW 24 Establishment and Use of Land Value as Match.

Escrow. Funds that are to be used for the purchase of property will be delivered to escrow via check made payable to Subgrantee, for Subgrantee to endorse for deposit into escrow.

Title insurance. Title insurance in the full amount of the purchase price must be obtained, insuring that the title to the Property is vested in the Subgrantee.

Title Vesting Evidence. The following must be included on the title:

1) A legal description of the property.

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2) The following deed restrictions:

i. The above described property is acquired in part with funding received by the State from Federal Assistance Award \_ F22AP00277\_, approved effective \_January 1, 2022\_ by the U.S. Fish and Wildlife Service, and is subject to all the terms of acceptance and special conditions and provisions of the award.

ii. A copy of Federal Assistance Award \_\_\_ F22AP00277 \_\_\_\_\_ is kept on file at:

U.S. Fish and Wildlife Service  
Division of Federal Assistance

911 NE 11th Avenue  
Portland, Oregon 97232-4181

iii. The land shall be managed in perpetuity for the conservation of the species covered under Federal Assistance Award \_\_ F22AP00277 \_\_\_\_\_.

iv. This acquisition is for the protection of threatened or endangered species habitat in perpetuity and shall run with the land to all heirs and successors.

v. When subject property is used for purposes which interfere with the accomplishment of approved purposes, the violating activities must cease and any adverse effects resulting must be remedied (43 CFR 12.71).

vi. Violations of award terms are subject to 43 CFR 12.71 and the State must contact the U.S. Fish and Wildlife Service for disposition instructions which could result in a requirement that the State:

1. Acquire title to and manage other real property that is of equal value and serves the same purposes for which the property was originally acquired;

2. Repay to the U.S. Fish and Wildlife Service, in cash, the proportionate share of the funds of the original purchase price, or if greater, of a newly determined value based on the current fair market value of the land, parcel of land, or any portion thereof; or

3. As a last resort, transfer the subject property to the U.S. Fish and Wildlife Service or to a third party designated or approved by the Service.

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 Accounting. The Subgrantee must provide an accounting of all subgrant funds to be expended, evidenced by supporting documentation.

ESA. One or more Environmental Site Assessment(s) (ESA) as may be required by DLNR.

HRS Ch. 343 compliance. An Environmental Assessment and/or Cultural Assessment as may be required by law.

Resource value documentation. The Subgrantee shall submit a written statement and photographs that reflect the current status and condition of the resources for which the land is to be protected. The statement shall be certified by the Subgrantee and the photographs shall be taken from identifiable locations on the Property.

Deed. The Subgrantee shall submit a copy of proposed deed and proposed conservation easement prior to execution of the deeds for review and approval by the DLNR.