

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
Division of Boating and Ocean Recreation  
Honolulu, Hawaii 96819

January 12, 2024

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

Land Board Members:

SUBJECT: Cancellation of Revocable Permit No. 22, Nā Kālai Wa‘a, Permittee; Request for Waiver of Requirement for Conducting Phase I Environmental Site Assessment upon Cancellation of Revocable Permit No. 22; Reissuance of Revocable Permit to Nā Kālai Wa‘a for Vessel and General Storage, Maintenance of Improvements, Youth Programs, Education Programs, and Affiliated Community Programs Purposes, Situated at South Kawaihae Small Boat Harbor, Kawaihae, Island of Hawaii, Hawaii, Tax Map Key: (3) 6-1-003:026 (por.).

And

Declare Project Exempt from Environmental Assessment Requirements of Chapter 343, Hawaii Revised Statutes and Title 11, Chapter 200.1, Hawaii Administrative Rules.

APPLICANT:

Nā Kālai Wa‘a, a Hawaii Domestic Nonprofit Corporation, whose mailing address is P.O. Box 748, Kamuela, Hawaii, 96743.

LEGAL REFERENCE:

Sections 171-13 and -55, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government lands situated at South Kawaihae Small Boat Harbor (South Kawaihae SBH), Kawaihae, Island of Hawaii, Hawaii, identified as Tax Map Key: (2) 3-6-003:026 (por.), hereinafter referred to as the “Premises” as shown in **Exhibits A-1 and A-2**.

AREA:

Approximately 19,500 square feet.

ZONING:

State Land Use District: Urban

County of Hawaii: Open, Rm-1.5

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act: YES  NO

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

CURRENT USE STATUS:

Encumbered by Nā Kālai Wa‘a, under Revocable Permit No. 22., attached as **Exhibit B.**

CHARACTER OF USE:

For vessel storage, general storage, maintenance of improvements, youth programs, educational programs, and affiliated community program purposes.

COMMENCEMENT DATE:

The first day of the month, to be determined by Chair, and ending June 30, 2024.

MONTHLY RENTAL:

\$40.00

SECURITY DEPOSIT:

Twice the Monthly Rental.

DCCA VERIFICATION:

Place of business registration confirmed:	YES <input checked="" type="checkbox"/>	NO
Registered business name confirmed:	YES <input checked="" type="checkbox"/>	NO
Applicant in good standing confirmed:	YES <input checked="" type="checkbox"/>	NO

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with Section 11-200.1-15, Hawaii Administrative Rules (HAR) and the Exemption List for the Department of Land and Natural Resources, reviewed and

concurring by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an Environmental Assessment pursuant to General Exemption Type 1, “Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing,” Part 1, Item No. 44, which states, “Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing.”

REMARKS:

At its meeting on July 28, 2023, under item J-1, the Board approved the issuance of a revocable permit to Nā Kālai Wa‘a. Staff subsequently discovered the permit area is larger than previously stated and is therefore requesting the cancellation and reissuance of the revocable permit to Nā Kālai Wa‘a. The reissued revocable permit will end June 30, 2024.

The applicant has not had a lease, permit, easement, or other disposition of State lands terminated within the last five years due to non-compliance with such terms and conditions.

RECOMMENDATION:

That the Board of Land and Natural Resources:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1, Hawaii Administrative Rules, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Based on the testimony and facts presented, the Board finds that approving the RP under the conditions and rent set forth herein will serve the best interests of the state.
3. Waive the requirement of Additional Condition No. 13 regarding conducting a Phase I Environmental Site Assessment upon cancellation of Revocable Permit No. 22.
4. Approve the cancellation of Revocable Permit No. 22 and the reissuance of a revocable permit to Nā Kālai Wa‘a at South Kawaihae SBH under the terms and conditions cited above, which are by this reference, incorporated herein and further subject to the following:
  - a. The standard terms and conditions of the most current Revocable Permit form, as may be amended from time to time; and
  - b. Review and approval by the Department of the Attorney General.

- c. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,



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EDWARD R. UNDERWOOD, Administrator  
Division of Boating & Ocean Recreation

APPROVED FOR SUBMITTAL:



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Dawn N.S. Chang, Chairperson  
Board of Land and Natural Resources

Attachment:

- A-1 Site Map
- A-2 Site Map
- B Prior Board Submittal dated July 12, 2018

## EXEMPTION NOTIFICATION

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

Project Title:	Reissuance of Revocable Permit 22 (RP 22) to Nā Kālai Wa‘a for Vessel and General Storage, Maintenance of Improvements, Youth Programs, Educational Programs, and Affiliated Community Programs, Situated at South Kawaihae Small Boat Harbor, Kawaihae, Island of Hawaii, Hawaii, Tax Map Key: (3) 6-1-003:026 (por.).
Project / Reference No.:	N/A
Project Location:	South Kawaihae Small Boat Harbor, Kawaihae, Island of Hawaii, Hawaii, Tax Map Key: (3) 6-1-003:026 (por.).
Project Description:	Reissue Revocable Permit 22 to Nā Kālai Wa‘a.
Chap. 343 Trigger(s):	Use of State Land
Exemption Class No(s).:	In accordance with Section 11-200.1-15, Hawaii Administrative Rules and the Exemption List for the Department of Land and Natural Resources, reviewed and concurred by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an Environmental Assessment pursuant to General Exemption Type 1, “Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving minor expansion or minor change of use beyond that previously existing,” Part 1, Item No. 44, which states, “Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing.”
Cumulative Impact of Planned Successive Actions in Same Place Significant?	None. The actions will not be different from what is already existing.
Action May have Significant Impact on Particularly Sensitive Environment?	The requested area is a portion of the South Kawaihae Small Boat Harbor that is visited by the public and commercial operators and is impacted by human activity. Staff believes there would be no significant impact to sensitive environmental or ecological receptors.
Analysis:	The Board of Land and Natural Resources has previously issued a revocable permit for this use in the past. The proposed activity is of a similar type and scope to that previously approved. Such activities have resulted in no known significant impacts, whether immediate or cumulative to the natural, environmental and/or

	cultural resources in the area. Staff believes that the request would involve negligible or no expansion or change in use of the subject area beyond that previously existing.
Consulted Parties:	None
Recommendation:	It is recommended that the Board find that this project will probably have minimal or no significant effect on the environment and is presumed to be exempt from the preparation of an environmental assessment.

**Exhibit A-1**  
**Location of Na Kalai Wa'a**  
**South Kawaihae Harbor**



**Exhibit A-2**  
**Location of Na Kalai Wa'a**  
**South Kawaihae Harbor**





# Exhibit B

STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
DIVISION OF BOATING AND OCEAN RECREATION

REVOCABLE PERMIT NO. 22

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this 12th day of July, 2018, (the Permit is a continuation pursuant to section 171-55, Hawaii Revised Statutes, and in accordance with the standard terms and conditions of the most recent revocable permit form, as may be amended from time to time), by and between the STATE OF HAWAII, hereinafter referred to as the "State," by its Board of Land and Natural Resources, hereinafter called the "Board," and NĀ KĀLAI WA'A, a Hawaii nonprofit corporation, hereinafter called the "Permittee," whose mailing address is 65-1206 Mamalahoa Highway, Suite 1-101, Kamuela, Hawaii 96743. The parties agree that commencing on the 1st day of February, 2017, ("commencement date"), Permittee is permitted to enter and occupy, on a month-to-month basis only, pursuant to section 171-55, Hawaii Revised Statutes, that certain parcel of public land (and any improvements located thereupon) situate at South Kawaihae Small Boat Harbor, Island of Hawaii, Hawaii, tax map key no. (3) 6-1-003:022(portion), as indicated on the map attached hereto, if any, and made a part hereof, containing an approximate area of .51 acre, more or less, which parcel is hereinafter referred to as the "Premises."

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

1. Occupy and use the Premises for the following specified purposes only: for vessel storage, general storage, maintenance of improvements, youth programs, educational programs, and affiliated community programs. The Permittee may also occupy and use the Premises for any other use permitted under applicable county zoning, subject to the prior approval of the Chairperson of the Board and the Permittee's compliance with Chapter 343, Hawaii Revised Statutes.
2. Pay, at the Department of Land and Natural Resources, Division of Boating and Ocean Recreation, 4 Sand Island Access Road, Honolulu, Hawai'i 96819, monthly rent in the sum of FORTY AND NO/100 DOLLARS (\$40.00), payable in advance by the first of each and every month.

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



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

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

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



persons with disabilities; and, release and indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.

8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
9. Obtain the prior written consent of the Board before making any major improvements.
10. Keep the Premises and improvements in a clean, sanitary, and orderly condition.
11. Pay all charges, assessments, or payments for water, other utilities, and the collection of garbage as may be levied, charged, or be payable with respect to the Premises.
12. Not make, permit, or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Premises.
13. At all times with respect to the Premises, use due care for public safety.
14. Procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Permit, general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A- VIII" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy of the policy or other documentation required by the State shall be filed with the DLNR. The insurance shall cover the entire Premises, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the use or control of the Permittee.

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

Permittee to provide the State with copies of the insurance policy(s) that are or were in effect during the permit period.

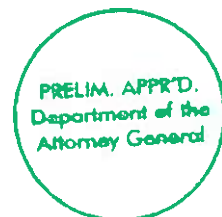
The State shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Permit. If, in the opinion of the State, the insurance provisions in this Permit do not provide adequate protection for the State, the State may require Permittee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The State shall notify Permittee in writing of changes in the insurance requirements and Permittee shall deposit copies of acceptable insurance policy(s) or other documentation required by the State thereof, with the State incorporating the changes within thirty (30) days after receipt of the notice.

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

The insurance policy(s) or other documentation required by the State shall be mailed to:

State of Hawaii  
Department of Land and Natural Resources  
Division of Boating and Ocean Recreation  
4 Sand Island Access Road  
Honolulu, Hawaii 96819

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



B. Additional Conditions:

1. This Permit is issued and effective on a month-to-month basis. The Permit shall automatically terminate one year from the commencement date, unless earlier revoked as provided below, provided further that the Board may allow the Permit to continue on a month-to-month basis for additional one year periods. Any such extension shall have the same terms and conditions as this Permit, except for the commencement date and any amendments to the terms, as reflected in the Board minutes of the meeting at which the Board acts. Permittee agrees to be bound by the terms and conditions of this Permit and any amendments to this Permit so long as Permittee continues to hold a permit for the Premises or continues to occupy or use the Premises.
2. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) calendar days prior to the revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) calendar days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) calendar days prior to the revocation.
3. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Permittee shall be liable for and shall pay the previously applicable monthly rent, computed and prorated on a daily basis, for each day the Permittee remains in possession.
4. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Board, by its agents, or representatives, may enter upon the Premises, without notice, and at Permittee's cost and expense remove and dispose of all vehicles, equipment, materials, or any personal property remaining on the Premises, and the Permittee agrees to pay for all costs and expenses of removal, disposition, or storage.
5. The Board may at any time increase or decrease the monthly rental by written notice at least thirty (30) business days prior to the date of change of rent. Upon such notice, the Permittee shall deposit with the Board any additional monies required to maintain an amount equal to two times the new monthly rental as security for the faithful performance of all of these terms and conditions.
6. Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the Permittee

shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow, the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.

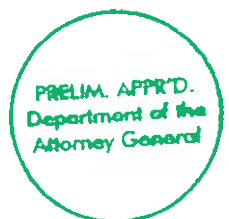
7. The Board reserves the right for its agents or representatives to enter or cross any portion of the Premises at any time.
8. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
9. Permittee has inspected the Premises and knows the conditions thereof and fully assumes all risks incident to its use.
10. The acceptance of rent by the Board shall not be deemed a waiver of any breach by the Permittee of any term, covenant, or condition of this Permit nor of the Board's right to declare and enforce a forfeiture for any breach, and the failure of the Board to insist upon strict performance of any term, covenant, or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any term, covenant, condition, or option of this Permit.
11. The use and enjoyment of the Premises shall not be in support of any policy which discriminates upon any basis or in any manner that is prohibited by any applicable federal, state, or county law.
12. Permittee shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. Permittee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of Permittee's business, and then only after written notice is given to the Board of the identity of such materials and upon the Board's consent, which consent may be withheld at the Board's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Permittee, then the Permittee shall be responsible for the costs thereof. In addition, Permittee shall execute affidavits, representations and the like from time to time at the Board's request concerning the Permittee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Permittee.

Permittee agrees to release, indemnify, defend, and hold the State of Hawaii, the Board, and their officers, employees, and agents harmless

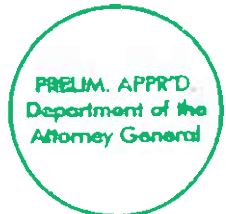
from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the use or release of hazardous materials on the Premises occurring while Permittee is in possession, or elsewhere if caused by Permittee or persons acting under Permittee. These covenants shall survive the expiration, revocation, or termination of the Permit.

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

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



16. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Permittee shall be delivered or addressed to the address stated above. Notice to State of Hawai'i shall be delivered or addressed to the Chairperson of the Board at 1151 Punchbowl Street, Room 130, Honolulu, Hawai'i 96813 and to the Administrator of the Division of Boating and Ocean Recreation at 4 Sand Island Access Road, Honolulu, Hawai'i 96813. Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes, provided that Permittee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Permittees hereunder, notice to one Permittee shall be deemed notice to all Permittees.
17. The Permittee shall be responsible for all utilities and trash service costs and shall be required to provide sufficient portable restroom services and sufficient portable restroom amenities for the use on the Premises at all times.
18. The State of Hawaii, Department of Land and Natural Resources, Division of Boating and Ocean Recreation ("DOBOR") is now in the process of moving forward to construct certain improvements within the Kawaihae South Small Boat Harbor with its goal to complete a fully operational harbor in the coming year. During the construction period the Permittee understands there will be impacts to the harbor and must maintain a safe distance from the construction area. DOBOR may find it necessary to relocate the Permittee for later construction phases. Should this be needed, the State will give advanced notice to the Permittee and identify an alternate site during that period. DOBOR requests the Chairperson of the Board be authorized to approve relocation or amend the permit as necessary during the construction period.
19. The Permittee shall be required to notify DOBOR of any large groups or special events and may be required to apply for event permits as deemed necessary by DOBOR.
20. The Permittee reserves the right to limit activities within the harbor at the permitted site for the safe operation of the harbor facility during construction.
21. The Permittee shall take the responsibility of the maintenance and scheduling of the pavilion's use through Permittee's office in Waimea. The Permittee is the point of contact to schedule with other clubs or groups, activities for use of the pavilion.






22. The Permittee shall be required to have sufficient insurance to cover all site improvements, hosted groups, and activities. The State shall be additionally insured throughout the term of Permittee's occupancy with minimum insurance amounts as approved by the State.
23. The Permittee shall be in compliance with Chapter 343, Hawaii Revised Statutes.
24. Unless the text indicates otherwise, the use of any gender shall include all genders and, if the Permittee includes more than one person, the singular shall signify the plural and this Permit shall bind the persons, and each of them jointly and severally. \_\_\_\_\_


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

Approved by the Board of Land and Natural Resources at its meetings held on May 26, 2017 and February 9, 2018.

APPROVED AS TO FORM:

STATE OF HAWAII


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


  
AMANDA J. WESTON  
Deputy Attorney General

Dated: May 16, 2018

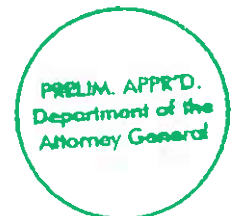
STATE

NĀ KĀLAI WA'A, a Hawaii nonprofit corporation

By   
MILTON G. BERTELMANN  
Its PRESIDENT

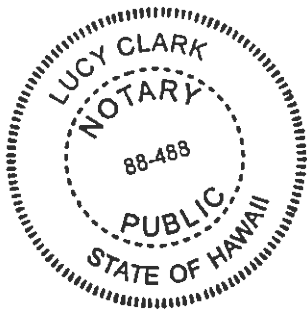
By   
Keomailani Case  
Its Executive Director

PERMITTEE



STATE OF HAWAII )  
 ) SS.  
COUNTY OF Hawaii )

On this 28<sup>th</sup> day of June, 2018, before me personally appeared Milton G Bertelmann and Keomailani Case, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

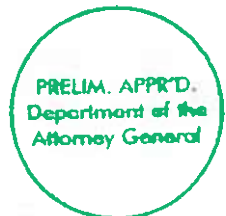
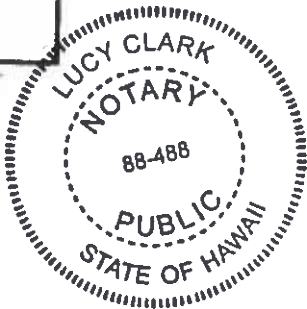


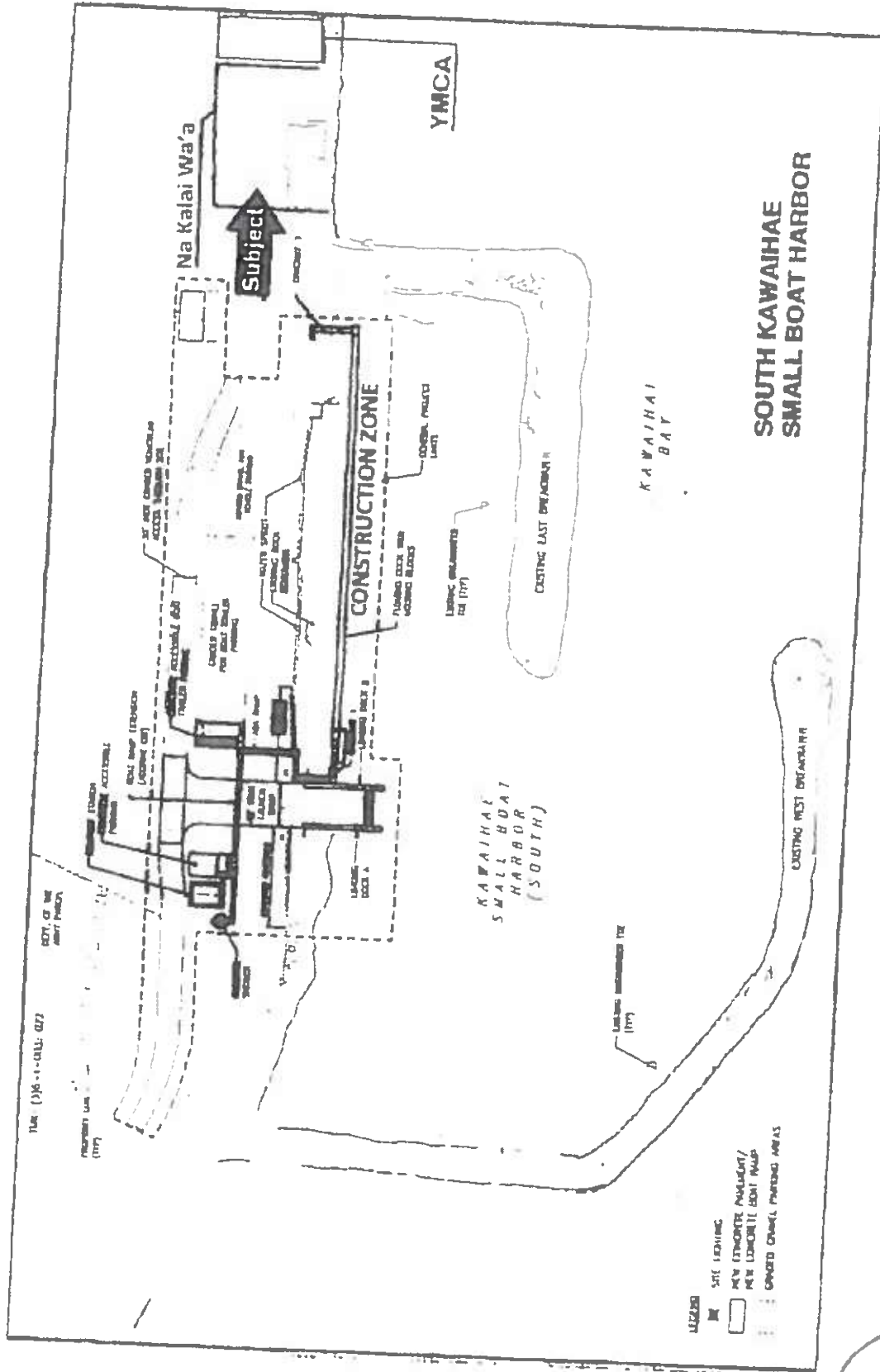
Lucy Clark  
Notary Public, State of Hawaii

Lucy Clark

My commission expires: 10-25-19

Doc. Date: <u>6-28-18</u>	# Pages: <u>12</u>
Notary Name: <u>Lucy Clark</u>	Third Circuit
Doc. Description: <u>Removable Permit No 25</u>	
<u>Lucy Clark</u>	<u>6-28-18</u>
Notary Signature:	Date:





**EXHIBIT A**

PRELIM. APPR'D.  
Department of the  
Attorney General

PRELIM. APPR'D.  
Department of the  
Attorney General