

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

November 14, 2025

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

PSF 25MD-095

Maui

Pursuant to Act 90, Session Laws of Hawaii 2003 (Act 90), as mutually agreed upon between Department of Land and Natural Resources (DLNR) and Department of Agriculture and Biosecurity (DAB), the Board is Requested to Approve the Following:

1. Withdrawal of Approximately 863 Acres, from General Lease No. 5276, Diamond B Ranch, LLC, Lessee, Nakula, Kaupo, Hana, Maui, Tax Map Key: (2) 1-8-001:003 (por.);
2. Authorize a Right-of-Entry Permit to the Department of Land and Natural Resources, Division of Forestry and Wildlife (DOFAW) for Management Purposes of the Withdrawn Area, Nakula, Kaupo, Hana, Maui, Tax Map Key: (2) 1-8-001:003 (por.);
3. Authorize DOFAW, to Conduct a Public Hearing to Set Aside the Withdrawn Area, as an Extension of the Kahikinui Forest Reserve, Nakula, Kaupo, Hana, Maui, Tax Map Key: (2) 1-8-001:003 (por.); and
4. Set Aside Via Governor's Executive Order the Remainder of Lands, Approximately 702 Acres, Under General Lease No. 5276, Diamond B Ranch, LLC, Lessee, to Department of Agriculture and Biosecurity for Agricultural Purposes, Including Pasture, Nakula, Kaupo, Hana, Maui, Tax Map Key: (2) 1-8-001:003 (por.).

APPLICANTS:

DLNR, Division of Forestry and Wildlife (DOFAW), as to the requested withdrawal of lands from General Lease No. 5276 (GL 5276), management right-of-entry permit (ROE), and authorization to conduct a public hearing on the addition of the area so withdrawn to the Kahikinui Forest Reserve.

DAB, as to the set-aside of the 702, acres, more or less, of GL 5276 remaining after the withdrawal of lands to be retained by DLNR.

LEGAL REFERENCE:

Sections 171-6, -11, -37, -37.5, -95, 166E-3, 183-11 and -12, Hawaii Revised Statutes (HRS), as amended.

LOCATION:

Portion of Government lands of Nakula, Kaupo, Hana, Maui, Tax Map Key: (2) 1-8-001:003, as shown in maps of **Exhibit A**.

AREA:

Total: 1,565 acres, more or less.
Withdrawal and ROE to DOFAW: 863 acres, more or less.
Remaining to DAB: 702 acres, more or less

ZONING:

State Land Use District: Agriculture, Conservation
County Zoning: AG Agriculture, Interim

TRUST LAND STATUS:

Section 5(b) lands of the Hawaii Admission Act
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution: NO

CURRENT USE STATUS:

Encumbered by GL 5276, Diamond B Ranch, LLC, Lessee, for pasture purposes
(**Exhibit B**).

TERM OF LEASE:

Original term of 25 years, commencing on March 27, 1993 and expiring on March 26, 2018. At its meeting of December 10, 1999, item D-18, the Board of Land and Natural Resources (Board) approved an extension of 20 years commencing on March 27, 2018 and expiring on March 26, 2038. The aggregate term of the lease is 45 years, with the last rental reopening occurring on December 10, 2019.

The withdrawal shall not be effectuated until immediately prior to the set aside to DAB so that Dimond B Ranch, LLC retains use of the area designated for withdrawal up until the set aside of the remaining lease premises to DAB.

CONSIDERATION:

ROE: *Gratis*, to a government agency.

Lease: Current rent is \$1,280 annually.

PURPOSE OF SET-ASIDE:

For pasture purposes.

CHAPTER 343 - ENVIRONMENTAL ASSESSMENT:

In accordance with Hawaii Administrative Rules (HAR) § 11-200.1-15 and the Exemption List for the Department of Land and Natural Resources reviewed and concurred on by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an environmental assessment pursuant to General Exemption Type 1 that states, "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing," and Part 1, Item 36 that states, "Transfer of management authority over state-owned land, such as setting aside of state lands to or from other government agencies through a Governor's executive order," and Item 44 that states, "Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing."

The proposed actions would not result in any changes to the current use of the land. The land has been in long term use for pasture purposes and those uses will continue under the withdrawal and set-aside. There are no known impacts to the land that have resulted from the pasture use, therefore no such impacts are expected to occur as a result of the withdrawal and set aside. Furthermore, since this is a pasture area, it is not a sensitive environment.

The proposed action will allow DOFAW to access and conduct management activities for the withdrawn area. In the past, management ROE permits were issued, which have resulted in no known adverse significant impacts to the natural and environmental resources. The management of the areas by DOFAW would ensure no unauthorized activities occur and the management activities proposed are anticipated to have a positive, beneficial impact on the environment. The proposed actions would not result in any changes to the current use of the land.

The proposed withdrawal of lands from the lease premises, ROE for management purposes, and set-aside to the DAB are de minimis actions that will probably have minimal or no significant effect on the environment. Therefore, it is recommended that this project be declared exempt from the preparation of an environmental assessment and the requirements of § 11-200.1-17, HAR.

DCCA VERIFICATION:

Applicants are government agencies, not applicable.

PUBLIC TRUST LAND ANALYSIS:

The proposed actions require the Board to balance competing public trust uses. If the lease area withdrawal, management ROE, and set-aside were not approved, then the Department would allow the lease to expire and upon the lands becoming vacant, use the land for forest reserve purposes. This would provide for public use, access and recreation on the land consistent with the provision of land for public use, a public trust purpose specified in Section 5(f) of the Admissions Act. Additionally, designating the land for forest reserve would also allow for watershed management to conserve water resources for public trust uses such as domestic use. These activities would also be in support of a clean, healthful environment.

However, the Board also has a duty to promote diversified agriculture pursuant to Article XI, Section 3 of the Hawaii State Constitution:

The State shall conserve and protect agricultural lands, promote diversified agriculture, increase agricultural self-sufficiency and assure the availability of agriculturally suitable lands.

Additionally, the use of public lands for the development of farm and home ownership on as widespread a basis as possible is also a public trust purpose under Section 5(f) of the Admissions Act. The proposed actions support the long-term viability and security of local agricultural operations. It also allows for the local production of food, supporting the goal of food sustainability and food security for Hawai'i. It may also translate into lower prices for consumers when meat and produce does not have to be shipped to Hawai'i from outside of the state.

Ultimately, staff defers to the Board to determine which public trust use should be prioritized in this instance, which is noted in the Recommendations section.

REMARKS:Request:

DAB has identified the subject lease as suitable for transfer from the DLNR inventory. The property identified is the lands under GL 5276, currently encumbered to Diamond B Ranch, LLC, for pasture. DOFAW is unwilling to transfer the entire lease and has negotiated with the lessee to identify areas that are usable for pasture that are appropriate for transfer to DAB, and to retain the portion of the area that is more appropriate for DLNR management.

Background:

The set-aside of agriculture lands to DAB is pursuant to Act 90, later codified as Chapter 166E, HRS. The purpose of Act 90 is to ensure the long-term productive use of public lands leased or available to be leased by DLNR for agricultural purposes by allowing those lands to be transferred to and managed by DAB. The DLNR has transferred approximately 25,600 acres to the DAB over the years but, prior to 2023, retained large pasture leases adjacent to forest reserves, such as the subject lands, due to the important natural resource value these lands have. DLNR has reconsidered its position and is now recommending the transfer of certain pasture lease lands to DAB, including portions of the lands under General Lease No. 5276.

GL 5276 – Lease History:

The original term of the subject lease was twenty-five (25) years, commencing March 27, 1993 and ending March 26, 2018. In 1999, lessee requested a twenty (20) year extension of the lease so he could qualify for a mortgage of \$100,000 to be used for leasehold improvements. The Board, at its meeting of December 10, 1999, item D-18, approved a consent to mortgage and twenty (20) year extension of the lease term, commencing March 27, 2018 and expiring on March 26, 2038, for an aggregate term (initial term plus all extensions) of forty-five (45) years. The rental reopening of December 9, 2019 has been completed and the new rental amount is \$1,280 per year, per appraisal report of October 15, 2018. The previous rent amounts were:

1993: \$20,000 per year,

1999: \$2,035 per year per appraisal report of 5/10/2000, and

2009: \$2,890 per year per appraisal report of 5/15/2009.

The lease was originally to Brendan L. Balthazar, who then created a limited liability company (LLC) called Diamond B Ranch, LLC, in 2014. He requested to assign subject lease to his LLC for liability reasons, which the Board granted on December 13, 2019, Item D-8¹.

Attached to that D-8 submittal was a memorandum dated August 9, 2017, from DOFAW. The memorandum expressed interest in assuming management jurisdiction over the leased lands by executive order at lease expiration or termination. DOFAW envisioned a future transition from active pasture use to conservation to allow for contiguous resource management that includes reforestation along a range of elevations from mauka (approximately 9,000 feet) to makai (sea level).

On March 1, 2024, Mr. Balthazar emailed the Department to ask for his lease to be transferred to the then Department of Agriculture. On May 12, 2024, the Department responded, indicating they were not willing to transfer the entire lease. On January 22,

¹December 13, 2019, D-8 can be downloaded from: <https://dlnr.hawaii.gov/wp-content/uploads/2019/12/D-8.pdf>

2025, Mr. Balthazar responded in an email, asking again for a transfer. That email included maps of the property indicating that a substantial portion of the lease was not being used for pasture, including Pahihi Gulch and lands *mauka* of a contour at approximately 1,800 feet elevation. Mr. Balthazar indicated these areas were too remote and steep, and lacking favorable climates and soils for pasture.

In the summer of 2025, DOFAW and Mr. Balthazar met and corresponded via email to negotiate a subdivision, where certain portions of the lease would be set aside to DOFAW, and the portion usable for agriculture would be transferred to DAB. The proposed subdivision is shown in **Exhibit A**.

DOFAW notes that the parcel extends from the seashore to an elevation of approximately 3,000 feet, where it is contiguous with the Kahikinui Forest Reserve, which extends *mauka* to the southern rim of Haleakala Crater at approximately 9,000 feet elevation. The parcel is adjacent to the Haleakala National Park's Nu'u Section to the east, which extends from the southern rim of Haleakala to the coast. Thus, by its location adjacent to these two conservation reserves, through incorporation into forestry and wildlife management, the subject parcel would extend and connect conservation efforts currently underway in these reserves from the summit to the sea, providing public benefits in the form of native species and watershed restoration, access to public trust lands, recreational and subsistence hunting and fishing, protection of cultural sites, and ahupua'a management consistent with traditional practice.

Prior to the introduction of grazing land mammals by Europeans in the 1800s, the leeward slopes of Haleakala supported diverse native forest ecosystems from the summit to the shoreline. Mid-elevation mesic forests were known to support some of the tallest-stature koa and 'ōhi'a lehua forest on the island, sustaining aquifer recharge, promoting soil stability, protecting coral reefs and nearshore marine ecosystems, and providing for the sustainable use of natural resources through traditional ahupua'a management practice. Over the last 200 years, those ecosystems have been severely impacted by land use practices, feral ungulates, and invasive species, resulting in wholesale destruction of native forests, loss and extinction of native species, massive soil erosion, and impacts to coral reef and fisheries ecosystems.

DOFAW, and its partners in the Leeward Haleakala Watershed Restoration Partnership, have initiated a landscape-scale forest restoration program to reverse the trend of declining biodiversity and ecosystem degradation, improve resilience to climate change, restore ecological function, and reestablish traditional management approaches for the sustainable use of natural resources on leeward Haleakala. The partners have established a network of conservation reserves across the leeward slopes from Kanaio to Kipahulu, with management efforts underway for the control of feral ungulates and invasive species, restoration of native forests, including the planting of more than 400,000 native trees to date, and recovery of rare and endangered species (See **Exhibits C and D**). Much of this work has focused at mid- and high-elevation areas in order to prioritize work to protect the most intact areas, and because many lowland areas that connect conservation

areas to the shoreline do not have reserve designations or are in private holdings. In 2008, the National Park Service acquired the Nu'u section, which established the first reserve within the network that encompassed the full sweep of the ahupua'a from the summit to the sea. Set aside of the subject parcel for forestry and wildlife purposes would complement partnership efforts to ensure sustainable management of resources in the region for the public benefit. In addition, the mauka reserves of the Kahikinui Forest Reserve and Na Kula Natural Area Reserve are currently land locked by parcels through which public access is not lawfully available. As a result, the public cannot access the reserves and has no opportunity to visit those areas and experience first-hand many of the public benefits that those reserves support. The subject parcel comprises public trust lands directly *makai* of the reserves and includes ridges and routes that could provide direct pedestrian access to the reserves. However, the current use of the subject parcel as an agricultural lease not only prevents public access to, and use of, the parcel itself, but serves to block public access to the public lands of *mauka* reserves. The requested set aside of a portion of the subject parcel would ensure that these lands are accessible to the public.

The lease also contains a coastal section *makai* of the highway. The shoreline is a pebble beach that can be easily accessed from the road. This area is not currently being used as pasture. This area is also proposed to be part of the extension of the Kahikinui Forest Reserve, which will allow legal shoreline access.

The Department believes that transferring the entire lease to the DAB would be inappropriate because most of the leased lands are unusable for ranching or any other type of agriculture. The areas that Mr. Balthazar identified as unusable for agriculture are the main areas that the Department is interested in managing because they are adjacent to Forest Reserves and provide opportunities for forest restoration and recreation.

ROE to DOFAW:

This submittal seeks to provide DOFAW a management ROE for the withdrawn area so they can begin to be managed while they undergo the process for set aside. The formal set aside process may be lengthy as it requires surveys and maps be created, as well as Governor approval.

Issuing DOFAW a management ROE would allow DOFAW to actively protect these areas. The proposed ROE would specify that these areas would be subject to the associated statutes for forest reserves.

Public Hearing on Addition to Kahikinui Forest Reserve:

A public hearing must be held before lands can be set aside as forest reserves, so the Department is seeking authority to conduct the hearing as part of this submittal. After the hearing, the Department intends to submit a request for the Board to approve the set-aside of the withdrawn lands to DOFAW as a forest reserve. DOFAW will process a

subdivision of the withdrawn acreage to facilitate the set-aside to DOFAW, should the Board approve it.

Reverter Clause:

DAB will assume management responsibilities for the properties under the current dispositions to Diamond B Ranch, LLC upon the Governor's execution of the executive orders effecting the set-aside. Once lands are set-aside to DAB, Chapter 166E, HRS, provides that DAB is not required to seek Board approval under Chapter 171, HRS, for any disposition of the land DAB makes thereafter. Notwithstanding Chapter 166E, HRS, DAB and the current lessee agree, that should the land no longer be used for pasture purposes, the land will revert to DLNR, except with prior BLNR approval. This is to ensure that any future use of these public trust lands remains consistent with the set aside.

APPLICANT REQUIREMENTS:

DOFAW shall be required to:

1. Process and obtain subdivision at DOFAW's own cost for the area to be withdrawn from GL 5276; and
2. Provide survey maps and descriptions according to State DAGS standards and at DOFAW's own cost for:
 - A. The area to be withdrawn from GL 5276;
 - B. Any roads, trails and other rights-of-way that DOFAW desires the Board of Land and Natural Resources to expressly designate as exceptions and reservations from the executive order setting aside the subject lands to DAB (with the understanding that the inclusion of metes and bounds descriptions and maps for these exceptions/reservations in the executive order will not be exclusive of any other road or trail required for public purposes that may presently exist on the ground or be designated in the future); and
 - C. Any easements requiring survey.

RECOMMENDATION:

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

1. Determine whether the proposed withdrawal and set aside are consistent with the public trust. If the Board determines that these actions are consistent with the public trust, then the Board is recommended to approve the following:
2. Declare that, after considering the potential effects of the proposed disposition as

- provided by Chapter 343, HRS, and Chapter 11-200.1, HAR, this action will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment as a *de minimis* action.
3. Approve the withdrawal of approximately 863 acres from General Lease No. 5276, Diamond B Ranch, LLC, lessee, under the terms and conditions cited above, which are by this reference incorporated herein and subject further to the following:
 - A. The standard terms and conditions of the most current amendment of or withdrawal from the lease document form, as may be amended from time to time;
 - B. The withdrawal shall not be effectuated until immediately prior to the set aside to DAB contemplated under recommendation six (6) below so that Diamond B Ranch, LLC retains use of the area designated for withdrawal up until the set-aside of the remaining lease premises to DAB;
 - C. Review and approval by the Department of the Attorney General; and
 - D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
 4. Authorize the issuance of a right-of-entry permit to the Department of Land and Natural Resources, Division of Forestry and Wildlife for management purposes covering the withdrawn area, approximately 863 acres, 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 right-of-entry permit form, as may be amended from time to time;
 - B. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State; and
 - C. The Chairperson may extend the right of entry permit for good cause.
 5. Pursuant to Section 183-11, HRS, as amended, authorize the Division of Forestry and Wildlife to conduct a public hearing regarding the proposed addition of approximately 863 acres of the parcel designated as TMK: (2) 1-8-001:003 (por.) as an extension of the Kahikinui Forest Reserve, and further, pursuant to Section 183-12, HRS, as amended, authorize the Chairperson to:
 - A. Set the date, location, and time of the public hearing; and
 - B. Appoint a hearing master(s) for the public hearing.

6. Approve of and recommend to the Governor the issuance of an executive order setting aside the lands under GL 5276 to the Department of Agriculture and Biosecurity under the terms and conditions cited above, which are by this reference incorporated herein and subject further to the following:
 - A. The standard terms and conditions of the most current executive order form, as may be amended from time to time; provided, however, that the executive order shall provide that any amendment or extension of General Lease No. 5276, or any new lease, permit or other disposition that DAB may issue over the land or any portion of it, shall expressly include the following exceptions and reservations in favor of the BLNR as indicated:
 - i. The exception and reservation of all existing roads and trails within the land set aside to DAB and such other roads, trails, and other rights-of-way that may be required for public purposes, such as rights-of-way to be designated by the BLNR at such times and for such widths as BLNR deems proper and necessary;
 - ii. Additionally, in the event DAB ever seeks to change the allowed use of the subject lands from pasture to a different agricultural or non-agricultural use, DAB shall be required to seek prior BLNR approval for the change, notwithstanding the provisions of Chapter 166E, HRS; and
 - iii. In the event the land is no longer needed for pasture purposes, the executive order setting aside the lands for DAB shall be canceled, and the lands returned to the inventory of DLNR, except with prior approval of the BLNR. Disapproval by the Legislature by two-thirds vote of either the House of Representatives or the Senate or by a majority vote by both in any regular or special session next following the date of the setting aside;
 - B. Disapproval by the Legislature by two-thirds vote of either the House of Representatives or the Senate or by a majority vote by both in any regular or special session next following the date of the set-aside;
 - C. Review and approval by the Department of the Attorney General; and
 - D. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.

Respectfully Submitted,

Steven Domingo Jr

Steven Domingo
Supervising Land Agent

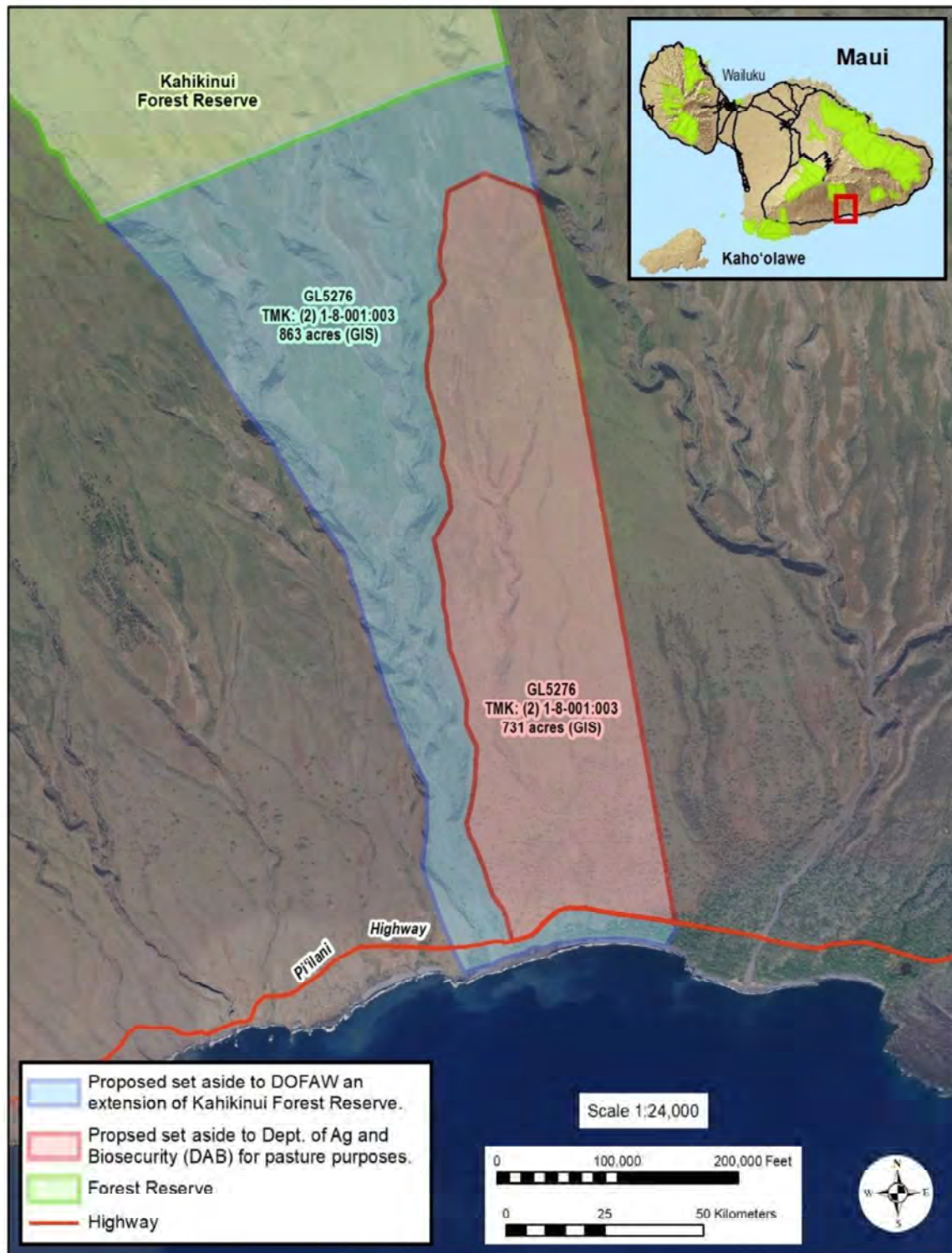


APPROVED FOR SUBMITTAL:

A handwritten signature in black ink, appearing to be 'Dawn N.S. Chang', written over a horizontal line.

Dawn N.S. Chang, Chairperson

Current GL 5276 and Proposed Set Aside for Extension of Kahikinui Forest Reserve (blue) with remaining section to be transferred to the DAB (red)



not in any manner be construed as varying in any respect the terms and conditions of the general lease; and also that no further assignment of any interest under the general lease shall be made without the written consent of the Board of Land and Natural Resources being first obtained and endorsed thereon.

FURTHERMORE, Assignor hereby acknowledges that the Lessor's consent to assignment of the general lease, does not release the Assignor from any and all responsibilities, obligations, liabilities, and claims respecting or arising under or out of said general lease.

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 these presents to be duly executed this 22nd day of AUGUST, 2022.

STATE OF HAWAII

Approved by the Board
of Land and Natural
Resources at its
meeting held on
December 13, 2019.

By

SUZANNE D. CASE
Chairperson
Board of Land and
Natural Resources

LESSOR

APPROVED AS TO FORM:

JULIE H. CHINA
Deputy Attorney General

Dated: May 23, 2022

Brendan Balthazar
BRENDAN L. BALTHAZAR
ASSIGNOR

STATE OF HAWAII

COUNTY OF Maui

)
) SS.
)

On this 20th day of July, 2022, before me personally appeared BRENDAN L. BALTHAZAR, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed.



Theresa Thompson
Notary Public, State of Hawaii

Theresa Thompson

My commission expires: 07/31/2025



Doc Date: not dated # Pages 03

Theresa Thompson, Notary Public, Second Circuit

Doc. Description: Consent to

Assignment of Gen. Lease

Theresa Thompson 7/20/2022
Notary signature Date



RECEIVED
KULU DISTRICT
CLERK'S OFFICE
2021 AUG 12 AM 10:35

LAND COURT SYSTEM REGULAR SYSTEM
AFTER RECORDATION, RETURN BY: ☐ MAIL ☐ PICKUP

Brendan L. Balthazar
103 Maha Road
Makawao, Hawaii 96768

TAX KEY NO.: [2]-1-8-01-003

Total Number of Pages: 5

ASSIGNMENT OF LEASE

This Assignment of Lease is executed this ___ day of _____, 20___, and shall be effective on _____, 20___, by and between Brendan L. Balthazar, unmarried, whose mailing address is 103 Maha Road, Makawao, Hawaii 96768, hereinafter referred to as "Assignor", and Diamond B Ranch, LLC, a Hawaii limited liability company, whose mailing address is 103 Maha Road, Makawao, Hawaii 96768, hereinafter referred to as "Assignee".

WITNESSETH:

For TEN AND NO/100 DOLLARS (\$10.00) and other valuable consideration paid by the Assignee, the receipt of which is hereby acknowledged, and in consideration of the covenants and agreements of the Assignee hereinafter expressed, Assignor does hereby sell, assign, transfer, set over and deliver unto Assignee, as a Tenant in Severalty, the following:

All of that certain unrecorded Lease dated October 25, 1984 (hereinafter the "Lease"), as extended by way of that certain Extension of General Lease dated April 11, 2001, by and between Brendan L. Balthazar and the State of Hawaii,

identified as Lease No. S-5276, for that certain real property situate at Nakula, Kaupo, Hana, Maui, Hawaii, containing an area of 1565 acres, more or less.

And all of the estate, right, title and interest of the Assignor in and to the land thereby demised, and all buildings, improvements, rights, easements, privileges and appurtenances situated on or built on or used, occupied and enjoyed in connection with said Lease and the land thereby demised.

TO HAVE AND TO HOLD unto the same unto Assignee according to the tenancy set forth herein, for and during the remaining portion of the term of said Lease, absolutely.

AND, in consideration of the premises, the Assignor does hereby covenant with the Assignee that the Assignor is the lawful owner of the herein described Lease; that said Lease is in full force and effect and is not in default; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may hereinabove specifically be set forth; that the Assignor has good right to sell and convey said Lease, as aforesaid; and, that the Assignor will WARRANT AND DEFEND the same unto the Assignee against the lawful claims and demands of all persons, except as aforesaid.

AND, in consideration of the foregoing, the Assignee does hereby promise, covenant and agree to and with the Assignor and to and with said Lessor, that the Assignee will, effective as of and from the date of the execution and delivery of this instrument and during the residue of the term of said Lease, pay the rents thereby reserved as and when the same become due and payable pursuant to the provisions of said Lease, and will also faithfully observe and perform all of the covenants and conditions contained in said Lease which, from and after the date hereof, are or ought to be observed and performed by the Lessee therein named, and will at all times hereafter indemnify and save harmless the Assignor and said Lessor from and against the nonpayment of said rents and the nonobservance or nonperformance of said covenants and conditions of each of them. The terms "Assignor", "Assignee" and "Lessor" as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine or feminine, the singular or plural number, individuals or corporation and their and each of their respective successors, heirs, personal representatives and assigns, according to the context thereof. If these presents shall be signed by two or more Assignors or by two or more Assignees, all covenants of such parties shall for all purposes be joint and several. The term "lease" herein shall mean and include the lease assigned hereby, together with any amendments thereof, if any. The term "rent" as and when used herein, means and includes all rents, taxes, assessments and any other sums charged pursuant to the lease.

AND THE LESSOR hereby consents to the foregoing assignment on the express condition that this consent shall not be deemed or construed to be a waiver of any term, covenant, condition or provision of said lease nor as a consent to any other transfer or

assignment thereof, all rights of the Lessor under said lease being hereby reserved, provided, however, the Lessor agrees that the Assignor shall have no further liability under the terms of the lease as of the date of this Assignment and Consent.

All other terms, conditions, and covenants contained in said Lease, as amended, not inconsistent with the foregoing, shall remain in full force and effect. The rights and obligations of the parties hereto shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successor, and successors in trust and permitted assigns. All obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention shall be clearly expressed elsewhere herein.

[Signature page to follow]

IN WITNESS WHEREOF, the Assignor, Assignee and Lessor have executed these presents on the day and year first above written.

By Brendan Balthazar
Brendan L. Balthazar

"Assignor"

Diamond B Ranch, LLC

By Brendan Balthazar
Brendan L. Balthazar
Its Member

"Assignee"

State of Hawaii

By _____
Chairperson and Member
Board of Land and Natural Resources

Approved by the Board
of Land and Natural Resources
at its meeting held on
_____, 20__.

APPROVED AS TO FORM:

Deputy Attorney General

Dated _____, 20__.

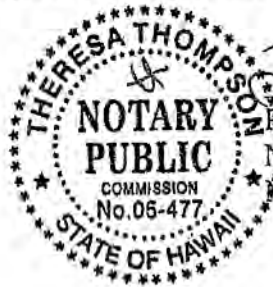
STATE OF HAWAII

) SS:

COUNTY OF MAUI

On August 7, 2021, in the Second Circuit, State of Hawaii, before me personally appeared Brendan L. Balthazar, to me known to be the person, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as Assignment of Lease, as the free act and deed of such person, and, if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

The foregoing instrument is undated at the time of notarization/dated August 7, 2021, 9:30am and contained 5 pages at the time of this acknowledgment/certification.



Print Name: Theresa Thompson
Notary Public, State of Hawaii
My commission expires: 07/31/2025

STATE OF HAWAII

) SS:

COUNTY OF MAUI

On August 7, 2021, in the Second Circuit, State of Hawaii, before me personally appeared Brendan L. Balthazar, to me known to be the person, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument identified or described as Assignment of Lease, as the free act and deed of such person, and, if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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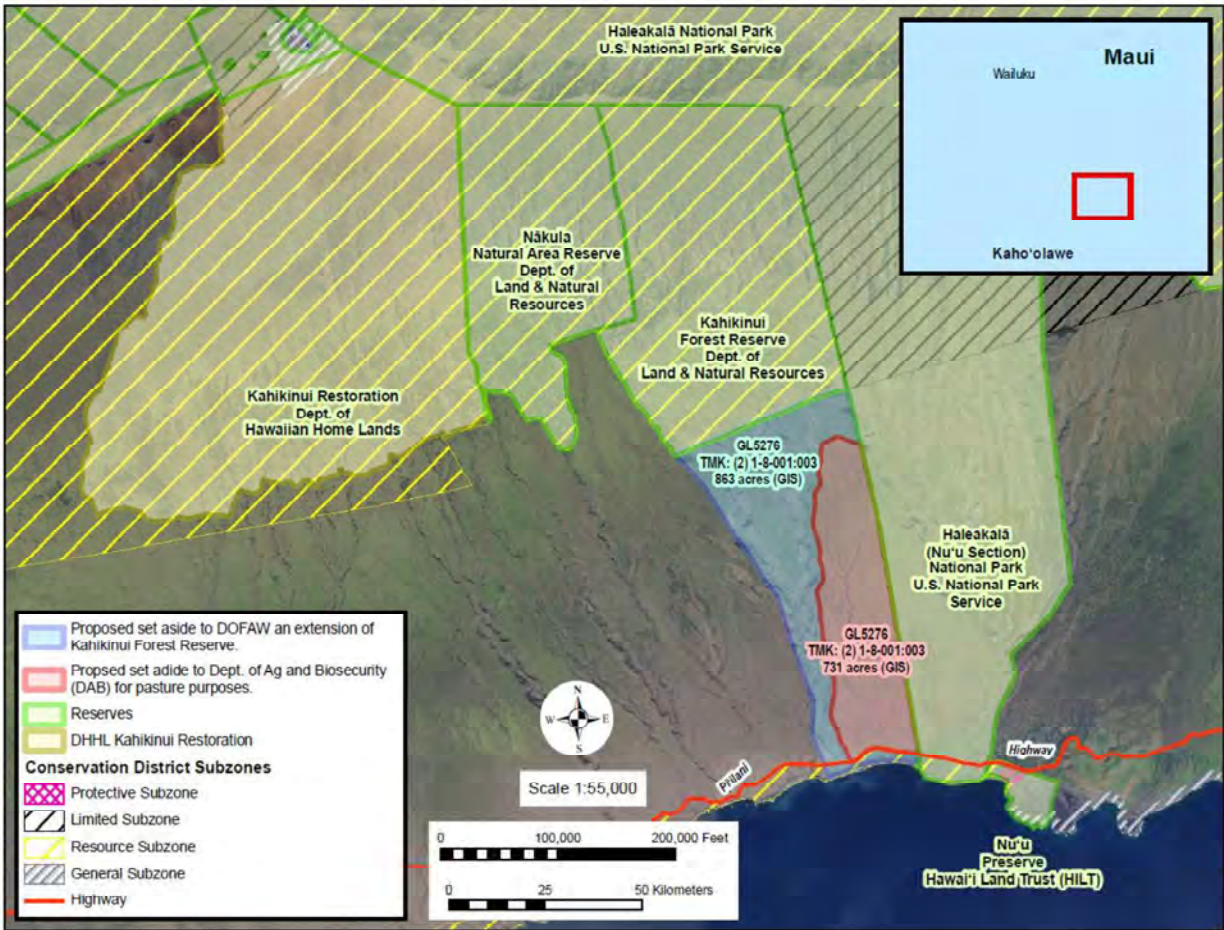
Doc Date: 8/7/21 # Pages 05

Theresa Thompson, Notary Public, Second Circuit

Doc. Description: Assignment of Lease

Theresa Thompson 8/7/2021
Notary signature Date

Regional map showing the Reserves that surround GL 5276



Rebuilding Resilient Forests: Mauka to Makai Flyer



Hawai'i's Native Forests: Once Abundant, Now Endangered

Hawai'i's native forests once blanketed the islands from mauka to makai, forming an unbroken tapestry of life that sustained both nature and people. These forests captured and stored water, provided food, shelter, and materials, and supported thriving communities for centuries. Today, more than half of those native ecosystems have been completely destroyed, and most of what remains is severely degraded—losing the vital natural functions that once sustained the islands.

Causes of Decline

The introduction of nonnative browsing and grazing animals such as cattle, goats, and deer has caused extensive damage to native vegetation. Their uncontrolled populations devastated mauka forests, stripping slopes of protective cover. In coastal and lowland areas, clearing for agriculture and development further erased native habitats. Invasive weeds then spread into disturbed areas, displacing native species and transforming once-sustainable ecosystems. Added pressures from introduced predators, pests, and diseases compounded these impacts, leading to cascading losses of native species and the breakdown of ecosystems.

Loss of Ecological and Cultural Services

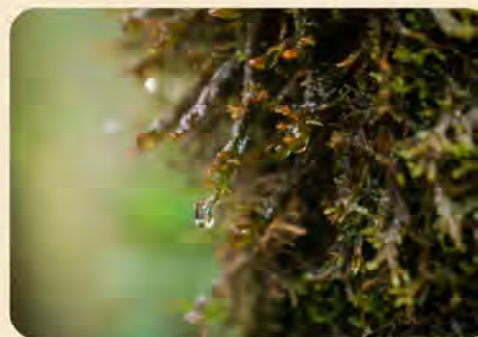
The loss of Hawai'i's native ecosystems has led to profound impacts, including diminished water supply and water filtration, increased erosion, and smothering of coral reefs that once sustained coastal fisheries and communities. The disappearance of native forests also disrupts cultural practices tied to hula, weaving, lei making, and traditional medicine. Without swift and coordinated restoration, the ecological and cultural foundations of island life will continue to erode.



Native forest on leeward Haleakalā



Axis deer on heavily degraded soil



Water collected by moss in a native forest



Rebuilding Resilient Forests Mauka to Makai

Mauka to Makai Solutions



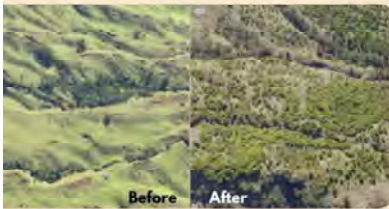
Protect and Prepare the Land

New Forest Reserve designations and set-asides will protect key lands for restoration. Strategic fencing will exclude deer, goats, and cattle, preventing further destruction of native vegetation.



Control Invasive Species and Wildfire

Invasive grasses and weeds that fuel wildfires will be removed or replaced with low-fuel native species. Firebreaks, green belts, and water infrastructure for suppression are being expanded to safeguard recovering habitats.



Restore Native Forests and Watersheds

Active reforestation will build on existing efforts in the mauka forest reserve and natural area reserve, which has already planted more than 400,000 native trees and shrubs. New plantings will reconnect fragmented habitats, restore hydrology, and reestablish cultural and ecological continuity.



Reconnect Summit to Sea

Restoration of mauka forests and makai corridors will stabilize soils, reduce sediment discharge, and protect ocean waters and fisheries along the leeward coast. Together, these efforts rebuild the full ahupua'a, restoring the land's ability to sustain both people and nature.



E mālama kākou i ka 'āina

Together, we can rebuild Hawai'i's living landscapes — restoring the leeward forests of Haleakalā from the summit to the sea.

Airwork based on photos by Zach Pezzullo, Bret Mojsamman, David Sitcha, Jacob Oruckar, Robby Kuhley, Bryan Chiang, Randy Bartlett

E mālama kākou i ka 'āina
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