

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

April 10, 2026

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

GLS-4330 & 4359
Hawai'i

Approve 40-year Extensions of Lease Terms and Authorize the Chairperson to Approve and Execute Development Agreements for General Lease Nos. S-4330, Michael T. and Janis Y. Nakashima, Lessees, and S-4359, Michael Nakashima, Lessee; Hilo Industrial Development, Waiakea, South Hilo, Hawaii, Tax Map Key: (3) 2-2-037:122 & 088 respectively.

APPLICANTS:

General Lease No. S-4330 (GLS-4330) Michael T. Nakashima and Janis Y. Nakashima, husband and wife, as tenants by the entirety; and

General Lease No. S-4359 (GLS-4359) Michael Nakashima, tenant in severalty.

LEGAL REFERENCE:

Sections 171-36(a)(6), -191 and -192, Hawaii Revised Statutes (HRS), as amended, and Act 149, Session Laws of Hawaii 2018 (Act 149).

LOCATION:

Portion of Government lands of Kanoiehua Industrial Lots situated at Waiakea, South Hilo, Hawaii, identified by the following:

GLS-4330, Tax Map Key: (3) 2-2-037:122, with the physical address of 851 Leilani Street, Hilo, Hawaii; and

GLS-4359, Tax Map Key: (3) 2-2-037:088, with the physical address of 843 Leilani Street, Hilo, Hawaii.

LEASE AREA:

GLS-4330 = 18,110 square feet, more or less.

GLS-4359 = 18,000 square feet, more or less.

ZONING:

State Land Use District: Urban
County of Hawaii CZO: MG-1a¹ (General Industrial – 1 acre minimum)

TRUST LAND STATUS:

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

LEASE CHARACTER OF USE:

General industrial purposes.

TERM OF LEASE:

GLS-4330:

Original term of 55 years, commencing on April 16, 1971 and expiring on April 15, 2026. Lessee is requesting an extension of 40 years to April 15, 2066.

GLS-4359:

Original term of 55 years, commencing on August 17, 1972 and expiring on August 16, 2027. Lessee is requesting an extension of 40 years to August 16, 2067.

LEASE ANNUAL RENTAL:

GLS-4330:

Current annual rent is \$23,800.00 due in equal quarterly installments payable on the 16th day of January, April, July and October of each and every year. The lease rent was increased \$5,000.00 for the period April 15, 2025 through April 15, 2026 due to excess sublease profits.

GLS-4359:

Current annual rent is \$18,900.00 due in equal quarterly installments payable on the 17th day of February, May, August and November of each and every year.

¹ Lots were subdivided into current sizes prior to current County Zoning Code. Properties are legal, non-conforming lot size relative to current Zoning Code.

RENTAL RE-OPENINGS:

GLS-4330:

By letter dated October 27, 2022, staff notified Lessees of the State's appraisal dated October 12, 2022, establishing the annual lease rent amounts for the four 10-year reopening periods to begin April 16, 2026, as follows:

<u>Effective Date</u>	<u>Annual Lease Rent</u>
4/16/2026	\$20,495.00
4/16/2036	\$24,983.00
4/16/2046	\$30,454.00
4/16/2056	\$37,123.00

GLS-4359:

By letter dated September 20, 2022, staff notified Lessee of the State's appraisal dated September 1, 2022 establishing the annual lease rent amounts for the four 10-year reopening periods to begin August 17, 2027, as follows:

<u>Effective Date</u>	<u>Annual Lease Rent</u>
08/17/2027	\$21,066.00
08/17/2037	\$25,679.00
08/17/2047	\$31,303.00
08/17/2057	\$38,158.00

Lessees accepted the State's proposed annual lease rent on March 16, 2026.

DCCA VERIFICATION:

Not applicable. As individuals, lessees are not required to file with the DCCA.

APPLICANT REQUIREMENTS:

Lessees shall be required to:

1. Comply with the applicable requirements of Sections 171-36(a) and 171-192, HRS to negotiate a development agreement with Department staff, and execute the development agreement and lease extension using the Department of Attorney General's current lease terms and conditions necessary to implement and conform to the requirements of Act 149, and current laws, including but not limited to substantive provisions relating to Lease Assignments, Sublease Rents, Ownership of Improvements and Removal Bond provisions, as discussed and recommended below;

2. Close the cesspools per Department of Health (DOH) approved methods and connect both properties to DOH approved alternative wastewater systems as additional conditions of the lease extension; and
3. Reimburse the Department for the cost of procuring an appraiser to review Lessee's appraisal report regarding the value of the existing improvements on the property.²

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: Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing.

Part 1, Item 40: Leases of state land involving negligible or no expansion or change of use beyond that previously existing.

The properties are located within the existing and established Hilo Industrial Development area which is zoned urban and industrial and is currently used for those purposes. Given that the properties and surrounding areas are already disturbed and heavily developed, the area is not considered to be located within a sensitive environment. Further, no new uses that are inconsistent with current and past uses will occur as a result of the issuance of the proposed lease extensions and improvements to existing improvements and no significant adverse or cumulative impacts are anticipated.

The execution of the development agreements and lease extensions will provide for the closure of two large capacity cesspools, which is regarded as harmful to both the environment and public health. Additionally, the cesspool closures are required under both federal and state law and support overall public health and safety. The impact resulting from these actions would be beneficial and in support of a clean and healthful environment. Therefore, staff believes that any impact from this action can be considered de minimis actions and should be declared exempt from the preparation of an environmental assessment and the requirements of §11-200.1-17, HAR.

² Pursuant to Section 171-192, HRS, "The applicant for a lease extension shall pay all costs and expenses incurred by the department in connection with processing, analyzing, or negotiating any lease extension request and document and of the development agreement under subsections (a) and (b)."

PUBLIC TRUST ANALYSIS:

The subject properties are zoned Urban and Industrial and have been fully developed with existing improvements. Additionally, the surrounding properties are all developed and being used for commercial and industrial purposes. An unoccupied improved lot in the middle of other lots developed for industrial purposes is not a suitable site for public use and recreation. Therefore, it is not appropriate for these properties to become vacant and unencumbered in order to facilitate the public to access, use and recreate on the properties.

As the properties are ceded land, a portion of the revenues generated by the rents from the leases provides for the betterment of Native Hawaiians, one of the public trust purposes under Section 5(f) of the Admissions Act.

Also, having a tenant occupying the properties and paying rent not only generates revenue to support Department programs, it also alleviates the cost to manage vacant properties. This allows the Department to use its revenues and resources to manage public lands and provide lands for public use which is another public trust purpose under Section 5(f) of the Admissions Act.

To properly perform its fiduciary duties, the Legislature and the Board determined that the Department should use a portion of the lands it manages to generate revenues to support the Department's operations and management of public lands/programs. Annual lease/permit revenues currently support the Special Land and Development Fund (SLDF), with revenues coming primarily from leases/permits for commercial, industrial, resort, geothermal and other renewable energy projects. The SLDF revenues collected by the Department's Land Division cover the entire annual operating budget for the Land Division, the Department's Office of Conservation and Coastal Lands, and the Dam Safety and Mineral Resources Programs of the Department. The revenues fund over 80 Department staff positions, including 5 positions within the Commission on Water Resource Management, and provide funding support to the Division of State Parks and various resource protection programs administered by the Division of Forestry and Wildlife such as the protection of threatened and endangered species, removal of invasive species, wildland firefighting and lifeguard services.

Aside from the rent revenue generation and the unsuitability for public use, the issuance of lease extensions is consistent with public trust obligations as it provides the lessees, as a long-standing locally owned small business, the opportunity to continue contributing to the economic wellbeing of the Hilo area and the State. Furthermore, the closure of the cesspool pursuant to the lease extensions will serve to protect the State's water resources, which is another public trust resource. Such protection will help ensure that water is available for public trust purposes such as domestic use.

Finally, staff notes that the lease extensions are authorized pursuant to Act 149. Act 149 notes that the Legislature found that these extensions were consistent with the State's fiduciary interest in managing state lands "in the best interests of the public by enhancing state revenues and promoting social, environmental, and economic well-being of Hawaii's people."

PROPOSED IMPROVEMENTS

Lessees' current improvement proposal consists of the following:

Roof replacement and repairs – (\$65,000 & \$45,000)	\$110,000.00
Close cesspools and install new individual wastewater systems (\$75,000 each) -	\$150,000.00
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Total proposed improvements	\$260,000.00

BACKGROUND:

GLS-4330:

GLS-4330 for general industrial purposes was sold at public auction on April 16, 1971 to H.P.I. Inc. for a term of fifty-five (55) years. The lease required construction of improvements of masonry or new materials at a cost of at least \$25,000 within the first 2 years of the lease. Improvements consisting of an 8,000 square foot (sf) steel/masonry building were completed in 1975.

Over the ensuing years, the Board approved many assignments of the lease culminating at its meeting of January 23, 1997, item D-23, where the Board approved an assignment of lease by way of an agreement of sale to Michael T. Nakashima and Janis Y. Nakashima, husband and wife, as Tenants by the Entirety.

The lessees have consistently managed and maintained the building and property in compliance with the terms and conditions of the lease. The building has been subleased to various local businesses with approvals and rent participation by the Board. The most recent being at its meeting of January 10, 2025, item D-4, where the Board consented to the subleasing of nine units resulting in a \$5,000.00 increase to the annual rent.

GLS-4359:

GLS-4359 for general industrial purposes was sold at public auction on August 17, 1972, to Allan D. Starr for a term of fifty-five (55) years. The lease required construction of improvements of masonry or new materials at a cost of at least \$25,000 within the first 2 years of the lease. Improvements consisting of an 8,000sf steel/masonry building were completed in 1973.

The lease was subsequently assigned to William T. White III, and then again to himself as trustee of the William T. White III Revocable Trust under the Declaration of Trust executed on September 7, 1988.

At its meeting of February 11, 2000, item D-14, the Board consented to assignment of the lease to Michael Nakashima, as assignee. Mr. Nakashima was a sublessee at the time of the assignment.

Mr. Nakashima has utilized the property as his principal place of business, Ranniks Auto Repair, since 1988.

LEASE EXTENSION:

It is to be noted that the subject leases are adjacent properties and have been managed and maintained in compliance with the terms and conditions of the leases while under the current lessees.

With the leases set to expire on April 15, 2026, and August 16, 2027, the Lessees are requesting additional 40-year extensions pursuant to Act 149, in order to amortize the cost of additional improvements to the properties. Act 149 allows up to a 40-year extension of leases located in the Hilo Community Economic District (HCED) based on "substantial improvements" to the lease premises:

"Substantial improvements" means any renovation, rehabilitation, reconstruction, or construction of the existing improvements, including minimum requirements for off-site and on-site improvements, the cost of which equals or exceeds thirty per cent of the market value of the existing improvements that the lessee or the lessee and developer install, construct, and complete by the date of completion of the total development.

Staff notes that the 40-year maximum extension provided by Act 149 is calculated from the original lease term of the lease. In other words, any prior lease extensions will be included in determining the maximum lease extension allowed under Act 149. With respect to these two leases, the original lease terms were 55 years and have not been extended. Therefore, the maximum extensions that can be granted under Act 149 are 40 years for a total aggregate term of 95 years (55 years initial term with a cumulative extension period of 40 years) for each lease.

The subject leases are located within the HCED as defined in Act 149. Lessees' proposed improvements include roof replacement with girder and purlin repairs, cesspool closures and installation of individual wastewater systems with attendant repaving of parking areas as necessary with estimated minimum costs for GLS-

4330 at \$140,000.00 and \$120,000.00 for GLS-4359. The total estimated costs being \$260,000.00.³

Appraisal reports performed by a certified appraiser have determined that the economic life of the proposed improvements will exceed the forty-plus (40+) year period necessary to amortize the improvements. The appraiser contracted by the Lessee determined the market value of the current improvements to be as follows:

GLS-4330	\$455,000.00 (30% = \$136,500.00)
GLS-4359	\$385,000.00 (30% = \$115,500.00)
Total Improvement Value	\$840,000.00 (30% = \$252,000.00)

Lessee is seeking 40-year extensions of both leases, extending the expiration dates to April 15, 2066 for GLS-4330 and August 16, 2067 for GLS-4359.

Furthermore, staff believes the Lessee's proposed development plan is sufficient to justify a 40-year lease extension. The qualifying improvements amount to a minimum total of \$260,000.00 for the roof replacement/repairs, cesspool closures, installation of new individual wastewater systems and attendant repaving. Lessee's proposed expenditures represent approximately 31% of the value of the existing improvements which exceeds the minimum improvement value required by Act 149. Given the amount of the Lessee's proposed expenditures, staff believes that 40-year extensions are appropriate and justified under Act 149, notwithstanding any statutory limitations.

Land Division procured the services of an independent appraiser to review the appraisal reports submitted by the Lessees relating to the value of the existing improvements expressly referenced in Act 149 to assure the Lessee's appraisal report and valuation is consistent with the Uniform Standards of Professional Practice (USPAP) or otherwise in line with industry standards. The aforesaid Land Division appraisal review reports concluded that the Lessee's appraisals were compliant with USPAP and that the report's conclusions appear to be generally supported and credible.

Staff has confirmed there is at least one cesspool on each of the leased parcels. The closure of cesspools located on State land is the Department's priority. The closure of the cesspool and installation of a new septic system is included in the Lessee's proposed improvements. Nevertheless, staff recommends that the Board require the closure of the cesspool per DOH approved methods and connection to

³ Once the requested lease extension is granted, staff understands the Lessee may seek a consent to mortgage from the Board or Chairperson, as appropriate, in order to finance improvements to the property for this extension request.

a DOH approved alternative wastewater system pursuant to the lease extension. Lessee's proposed improvement quotes include that cost as an improvement.

Act 149 stipulates that prior to entering into a development agreement, the Lessee shall submit to the Board the plans and specifications for the total development being proposed. The Board shall review the plans and specifications and determine: 1) Whether the development proposed is of sufficient worth and value to justify the extension; 2) The estimated time to complete the improvements and expected date of completion; 3) The minimum revised annual rent based on the fair market value of the lands to be developed, as determined by an appraiser for the Board, and the percentage rent where gross receipts exceed a specified amount. The Lessee has submitted plans and specifications for the total development and staff is proposing the use of a draft development agreement outlining the terms and conditions required in compliance with Act 149 and Section 171-192(a), HRS, as amended, similar to what has been used in prior lease extensions.

As part of its due diligence and review process, staff notes that the Internal Revenue Service (IRS) has provided criteria to determine what would qualify as a capital improvement, which is an improvement that adds to the value of a property, extends its useful life, or adjusts it to new uses. The property is improved whenever it experiences a betterment, adaption or restoration. An expenditure is for betterment if it facilitates a material condition or defect in the property that existed before it was acquired or when it was produced - it makes no difference whether or not you were cognizant of the defect when you received the unit of property; results in a material addition to the property - for instance, physically broadens, grows, or extends it, or results in a material increase in the property's capacity, productivity, power, or quality.

An expenditure is for a restoration if it returns a property that has plunged into disrepair to its ordinarily efficient operating condition; rebuilds the property to a like-new condition after the end of its useful economic life; replaces a significant part or important structural component of the property; replaces a piece of a property for which the owner has taken a loss, or repairs damage to a property for which the owner has taken a basis adjustment for a casualty loss.⁴ Generally, repairs are one-time expenditures to keep the property as currently existing in a usable and operating condition.⁵

4 Information can be found at this link: <https://www.irs.gov/businesses/small-businesses-self-employed/tangible-property-final-regulations#Whatisthefactsandcircumstancesanalysis>.

5 The United States Supreme Court has recognized the highly factual nature of determining whether expenditures are for capital improvements or for ordinary repairs. See *Welch v. Helvering*, 290 U.S. 111, 114 (1933) (“[T]he decisive distinctions [between capital and ordinary expenditures] are those of degree and not of kind”); *Deputy v. du Pont*, 308 U.S. 488, 496 (1940) (observing that each case “turns on its special facts”). Because of the factual nature of the issue, the courts have articulated a number of ways to distinguish between deductible repairs and non-deductible capital improvements. For example:

Based on the foregoing and upon review of Lessee's improvement plan, staff believes that the proposed expenditures exceed simple repairs and qualify as substantial improvements under Act 149.

Therefore, staff recommends that the Board approve the proposed lease extensions and development agreements, and authorize the Chairperson to execute the development agreements as well as the lease extension documents.

The development agreements and the lease extension documents will incorporate the following specific current lease terms and conditions for the 40-year extensions in order to implement Act 149 and conform the terms of the extension periods to current law. Below is a summary of five substantive provisions staff will ensure are included in the extension of these leases:

- **Lease Assignments.** The current lease form includes an assignment of lease premium analysis that allows the State to share in the consideration paid for an assignment of a lease under some circumstances. This term is consistent with Section 171-36, HRS. GLS-4330 and GLS-4359 are silent on this provision, and the lease extensions should include this standard assignment of lease premium term.
- **Sublease Rents.** The current lease form includes language allowing the State to adjust the lease rent based on the sublease rent charged to the sublessee, which is also consistent with Section 171-36, HRS. GLS-4330 and GLS-4359 do contain sublease rent participation clauses, but they are different from the provision currently used for new leases. The lease extension documents should include the updated standard sublease rent participation language.

Illinois Merchants Trust Co. v. Commissioner, 4 B.T.A. 103, 106 (1926), the court explained that repair and maintenance expenses are incurred for the purpose of keeping property in an ordinarily efficient operating condition over its probable useful life for the uses for which the property was acquired. Capital expenditures, in contrast, are for re-placements, alterations, improvements, or additions that appreciably prolong the life of the property, materially increase its value, or make it adaptable to a different use.

Estate of Walling v. Commissioner, 373 F.2d 190, 192-193 (3rd Cir. 1967), the court explained that the relevant distinction between capital improvements and repairs is whether the expenditures are to "put" or "keep" property in efficient operating condition.

Plainfield-Union Water Co. v. Commissioner, 39 T.C. 333, 338 (1962), the court stated that if the expenditure merely restores the property to the state it was in before the situation prompting the expenditure arose and does not make the property more valuable, more useful, or longer-lived, then such an expenditure is usually considered a deductible repair. In contrast, a capital expenditure is generally considered to be a more permanent increment in the longevity, utility, or worth of the property.

- **Ownership of Improvements.** The current lease form includes a provision on ownership of improvements at lease expiration giving the State the option of assuming ownership or requiring the Lessee to remove them at Lessee's expense. State leases have incorporated this provision since about the mid-1960s. GLS-4330 and GLS-4359 simply provide that at the expiration of the lease, Lessee delivers possession of the demised premises to the lessor, together with buildings and improvements in good order, reasonable wear and tear excepted, leaving open the question of whether the state is responsible for removing improvements that have outlived their useful lives. The lease extension documents and the development agreements should include the current standard terms clarifying the state's options relating to ownership of improvements.
- **Removal Bond.** Staff recommends that the Board reserve the right to impose a removal bond or other form of security during the term of the lease extensions that is sufficient to ensure the removal of all improvements from the lease premises at lease expiration or earlier termination. The Board has added this requirement as part of its most recent approvals of lease extensions pursuant to Act 149.
- **Wastewater Disposal System.** Staff has worked with the Attorney General to develop language to be included in both the Development Agreement and Lease Extension document to require the closure of cesspools and connection to an alternative wastewater system. Staff further notes that cesspools are subject to Federal law and Section 342D-72, HRS. The Development Agreement and Lease Extension would require that if the premises are not connected to the County of Hawaii sewer system or serviced by a permitted individual wastewater system, the Lessee shall be required to, at its sole cost and expense, hire a licensed engineer within three (3) months of the execution of this lease to determine how many cesspools are on premises and locate the cesspool(s), and must properly abandon and close any cesspool, and follow all proper closure instructions, including performing any corrective or remedial actions required by the Federal Environmental Protection Agency and the State of Hawaii Department of Health, and obtain County sewer service or install an individual wastewater system for the Subject Property in accordance with applicable County, State of Hawaii Department of Health, and Federal Environmental Protection Agency laws, within six (6) months of the execution of this lease, which deadline may be extended by the Chairperson of the Board for good cause. All connection costs, plans, and permits for the Subject Property to connect to the county sewer system or install an individual wastewater system shall be the sole responsibility of the Lessee. Pending the abandonment and closure of cesspool(s) as outlined above, the Lessee shall not cause or allow wastewater to be discharged into the cesspools on the premises

in a way that would result in any cesspool being classified as a large capacity cesspool. The development agreement should include the current standard terms clarifying the state's options relating to wastewater disposal systems.

Staff is recommending that, in addition to the provisions referenced above, the Board also require that the most current updated standard lease terms and conditions be included in the 40-year extension documents that the Board, at its discretion, may approve under Act 149. Incorporating these substantive terms for the extension period is consistent with the legislative intent of Chapter 171, HRS, which allows the State to be paid its fair share of ancillary income arising from the tenant's leasehold interest.

Staff is also recommending the Board allow a period of 24 months for Lessee to complete the improvements required under the development agreements. Staff is recommending such time in order to provide Lessee the opportunity to address any labor or supply chain issues that may arise over the construction period without defaulting on the development agreements. Additionally, the 24-month period is consistent with the time period granted to other Lessees seeking extensions to complete their improvements.

Upon the Board's approval of the terms and conditions of the development agreement as set forth above, staff is recommending that the Chairperson be authorized to approve and execute the development agreements once they are finalized and thereafter to execute the lease extension documents.

There are no outstanding rental reopening issues. The Lessee is current with rent, insurance, and performance bond. Real Property Taxes are current. No agency comments were solicited on the request because it involves a lease extension, not a new disposition.

RECOMMENDATION:

That the Board, subject to the Lessee fulfilling all of the requirements noted above:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Sections 11-200.1, HAR, the lease extension is expected to have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment as a de minimis activity.
2. Determine that: 1) the development proposed is of sufficient worth and value to justify the extension of the lease; 2) the estimated time to complete the improvements is approximately 24 months from the date the development

- agreement is signed; and 3) the minimum revised annual rent for the extension shall be based on the fair market value of the lands.
3. Determine whether the proposed lease extensions 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:
 4. Approve 40-year extensions of lease term of General Lease No. S-4330 to Michael T. Nakashima and Janis Y. Nakashima, and General Lease No. S-4359 to Michael Nakashima, pursuant to Act 149, Session Laws of Hawaii 2018, under the terms and conditions cited above, which by this reference are incorporated herein, and further subject to the following terms and conditions:
 - A. Incorporation of the most current standard terms and conditions, regarding, and including but not limited to, lease assignment, sublease rent participation, ownership of improvements, removal bond, Phase 1 site assessment, hazardous materials survey and wastewater disposal system provisions used by the Department of the Attorney General with respect to leasing of public lands;
 - B. Review and approval by the Department of the Attorney General; and
 - C. Such other terms and conditions as may be prescribed by the Chairperson to best serve the interests of the State.
 5. Authorize the Chairperson to approve and execute development agreements with Michael T. Nakashima and Janis Y. Nakashima, Lessees of General Lease No. S-4330 and Michael Nakashima, Lessee of General Lease No. S-4359, for 40-year extensions covering the subject State-owned parcels, pursuant to Act 149, Session Laws of Hawaii 2018, under the terms and conditions cited above, which by this reference are incorporated herein, and further subject to the following terms and conditions:
 - A. Incorporation of the most current standard terms and conditions, regarding, and including but not limited to lease assignment, sublease rent participation, ownership of improvements, removal bond, Phase 1 site assessment, hazardous materials survey and wastewater disposal system provisions used by the Department of the Attorney General with respect to leasing of public lands;
 - B. The proposed improvements are roof replacement/repairs, closure of cesspools, installation of individual wastewater systems and attendant repaving for a minimum cost of \$260,000.00 to be completed within 24 months of signing the development agreements;
 - 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,

Candace Martin

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Candace Martin
District Land Agent

APPROVED FOR SUBMITTAL:



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Ryan K. P. Kanaka'ole, Acting Chairperson