

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of Forestry and Wildlife
Honolulu, Hawai'i 96813

May 22, 2026

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

SUBJECT: APPROVAL TO ENTER INTO A NONDISTURBANCE AND ATTORNMENT AGREEMENT; AGREEMENT REGARDING DISTRIBUTION OF SALES PROCEEDS; AND CONSENT WITH HOOKUAAINA AND THE CITY AND COUNTY OF HONOLULU TO FACILITATE HOOKUAAINA'S ACQUISITION OF APPROXIMATELY 116.49 ACRES AT PĀLĀWAI, KOOLAUPOKO DISTRICT, ISLAND OF OAHU, TAX MAP KEY NOS. (1) 4-2-008:001 AND (1) 4-2-007:043, UNDER A FISCAL YEAR 2023 LEGACY LAND CONSERVATION PROGRAM GRANT AWARD; AND AUTHORIZATION FOR THE CHAIRPERSON TO NEGOTIATE AND EXECUTE THE AGREEMENT, SUBJECT TO REVIEW AND APPROVAL OF THE AGREEMENT BY THE DEPARTMENT OF THE ATTORNEY GENERAL

SUMMARY

The Division of Forestry and Wildlife (Division) recommends that the Board of Land and Natural Resources (Board) approve the Board's entry into a Nondisturbance and Attornment Agreement; Agreement Regarding Distribution of Sales Proceeds; and Consent with Hookuaaina and the City and County of Honolulu (City) to facilitate Hookuaaina's acquisition of approximately 116.49 acres of land at Pālāwai, Koolauapoko District, Island of Oahu, Tax Map Key Nos. (1) 4-2-008:001 and (1) 4-2-007:043.

The proposed agreement is required by the City as a condition of City funding for the acquisition. The acquisition is supported by a Fiscal Year 2023 Legacy Land Conservation Program (LLCP) grant award from the Board to Hookuaaina and by City Clean Water and Natural Lands Fund monies that will be used to purchase a conservation easement over the property.

Because the closing deadline for the conservation transaction is May 29, 2026, the Division requests that the Board approve the proposed agreement and authorize the Chairperson, on behalf of the Board, to negotiate and execute the agreement, subject to review and approval of the agreement by the Department of the Attorney General.

LEGAL AUTHORITY

Section 172A-11, Hawaii Revised Statutes, provides, in relevant part, that in carrying out its functions under Chapter 172A, the Board may “do all things necessary, useful, and convenient in connection with the acquisition, administration, maintenance, and management of lands having value as a resource to the State, subject to all applicable laws,” and may provide necessary assistance to any county in acquiring land having value as a resource to the State.

BACKGROUND

Legacy Land Conservation Program Grant Agreement

State Contract No. 72208, the Legacy Land Conservation Program Grant Agreement between the Board and Hookuaaina, became effective on May 31, 2024. The grant agreement provides \$2,647,735 in State grant funding to support Hookuaaina’s acquisition of fee simple title to the Pālāwai property.

Hookuaaina, with assistance from its partner, The Trust for Public Land (TPL), has submitted transactional due diligence materials required under the grant agreement. LLCP has reviewed and accepted those materials, subject to the required approvals of the Division Administrator, the Department of the Attorney General, and the Chairperson, as applicable. The due diligence checklist is attached as Exhibit A.

On December 2, 2025, the Chairperson approved an independent appraisal and appraisal review, valuing the fee simple interest at \$5,820,000. The appraised value matches the purchase price accepted by the seller and buyer. The seller’s deadline to close the acquisition is May 29, 2026.

City Conservation Easement

The Scope of Performance for State Contract No. 72208 requires that the acquisition include the conveyance of a conservation easement from Hookuaaina to the City. It also requires that the conveyance document include the specific language shown in Exhibit B.

The City has agreed to purchase a conservation easement from Hookuaaina for \$3,172,265 from the City Clean Water and Natural Lands Fund. This City funding will provide most of the required matching funds for the State LLCP grant.

LLCP’s review of the conservation easement transaction includes three related components: the Grant of Conservation Easement, subject to Department of the Attorney General approval; the baseline documentation report incorporated by reference into the easement; and the appraisal of conservation easement value, subject to Chairperson approval. Because these documents are interrelated, LLCP reviewed them as an integrated set of transaction documents.

The City provided an appraisal of the conservation easement on March 11, 2026, after LLCP requested the appraisal in response to a City inquiry regarding the State's timeline for executing the proposed Nondisturbance and Attornment Agreement. TPL provided a draft final baseline documentation report on March 16, 2026. LLCP provided comments on March 17, 2026, and received an updated report addressing those comments on March 26, 2026.

TPL provided a draft final Grant of Conservation Easement on April 15, 2026, which LLCP forwarded to the Department of the Attorney General on April 17, 2026. LLCP provided initial comments on April 28, 2026, and the Department of the Attorney General and the City Department of the Corporation Counsel reached agreement on a final version on May 1, 2026.

City Nondisturbance and Attornment Agreement

TPL received the City's proposed Nondisturbance and Attornment Agreement; Agreement Regarding Distribution of Sales Proceeds; and Consent on February 23, 2026, and forwarded it to LLCP the same day. LLCP provided preliminary comments on February 24, 2026.

LLCP advised the parties that the State could not complete legal review of the proposed agreement until the State had first reviewed the conservation easement appraisal, the draft final Grant of Conservation Easement, and the draft final baseline documentation report. LLCP also needed to determine whether the proposed agreement could undermine or conflict with the State's rights and responsibilities under State law, administrative rules, the LLCP grant agreement, and required LLCP deed restrictions and covenants.

Following negotiations among the parties regarding both the Grant of Conservation Easement and the proposed Nondisturbance and Attornment Agreement, agreement was reached on the form of the agreement presented for Board approval as Exhibit C.

DISCUSSION

The City currently holds interests in eight conservation easements over properties conserved with LLCP grants awarded to nonprofit land conservation organizations from 2010 through 2020. The City did not require a nondisturbance and attornment agreement for the first four of those easement transactions. The City first required such an agreement in 2016 for the acquisition of lands at Ka Iwi Coast Mauka, Oahu, by Livable Hawaii Kai Hui.

At its January 22, 2016, meeting, under agenda item C-7, the Board approved a nondisturbance and attornment agreement for the Ka Iwi Coast Mauka acquisition and authorized the Chairperson to negotiate and enter into a limited number of similar agreements. The other counties that hold conservation easements over properties

conserved with LLCP grant funds have not required an additional tri-party agreement among the county, the State, and the State’s LLCP grant awardee.

To date, each City transaction supported by a nondisturbance and attornment agreement has involved a conservation easement held by a nonprofit administrative holder, with the City serving as a co-holder. In contrast, for the Pālāwai transaction, the City will be the sole holder of the conservation easement.

The terms and conditions of conservation easements vary by transaction because they are negotiated among the parties. State LLCP requirements, including required deed restrictions and covenants, have remained consistent, while other requirements may vary depending on the facts of each transaction and the involvement of other funding sources.

For these reasons, the Division believes that each proposed nondisturbance and attornment agreement should be reviewed on its own terms. The context, easement structure, transaction documents, and legal implications may differ from transaction to transaction. Accordingly, the Division recommends Board approval for the Pālāwai agreement and recommends that any future City-required nondisturbance and attornment agreement associated with an LLCP-funded acquisition be brought to the Board for separate review and approval.

RECOMMENDATION

That the Board:


1. Approve the Board’s entry into the Nondisturbance and Attornment Agreement; Agreement Regarding Distribution of Sales Proceeds; and Consent with Hookuaaina and the City and County of Honolulu to facilitate Hookuaaina’s acquisition of approximately 116.49 acres at Pālāwai, Koolaupoko District, Island of Oahu, Tax Map Key Nos. (1) 4-2-008:001 and (1) 4-2-007:043, under a Fiscal Year 2023 Legacy Land Conservation Program grant award from the Board to Hookuaaina; and
2. Authorize the Chairperson, on behalf of the Board, to negotiate and execute the Nondisturbance and Attornment Agreement; Agreement Regarding Distribution of Sales Proceeds; and Consent with Hookuaaina and the City and County of Honolulu, subject to review and approval of the agreement by the Department of the Attorney General.

Respectfully submitted,



DAVID G. SMITH, Administrator

APPROVED FOR SUBMITTAL:



RYAN K.P. KANAKA'OLE, Acting Chairperson
Board of Land and Natural Resources

EXHIBITS

- EXHIBIT A: Exhibit B Checklist for Legacy Land Conservation Program Projects, from standard LLCP Grant Agreement Template
- EXHIBIT B: Attachment 1, Scope of Performance, from State Contract No. 72208, Legacy Land Conservation Program Grant Agreement with Hookuaaina
- EXHIBIT C: Proposed Agreement (Nondisturbance and Attornment Agreement; Agreements Regarding Distribution of Sales Proceeds; Consent) with Hookuaaina and the City and County of Honolulu

EXHIBIT A
May 22, 2026

**Exhibit B Checklist
for Legacy Land Conservation Program
(LLCP) Projects,
from State Contract No. 72208
Legacy Land Conservation Program
Grant Agreement with Hookuaaina**

Exhibit B

Checklist for Legacy Land Conservation Program (LLCP) Projects

The following items must be completed to the STATE's satisfaction prior to the final award:

- Title report review. A current title report of the Property must be submitted to and reviewed through the Department of Land and Natural Resources, Land Division ("LD").
- Appraisal certification. AWARDEE shall first supply LD a current title report, then contact LD regarding certification requirements prior to issuing appraisal instructions for a new appraisal or ordering an update of a pre-existing appraisal. An appraisal of the Property must be done and submitted to the LLCP and the Awardee must produce an independent review report using specific instructions from LLCP and LD, with final approval by the Chairperson of the Board of Land and Natural Resources.
- Matching funds and project accounting. Evidence of matching funds, as required by law, must be provided to LLCP. AWARDEE must provide an accounting of all LLCP grant funds to be expended, evidenced by supporting documentation.
- Escrow. Funds that are to be used for the purchase of property will be deposited directly into escrow by LLCP. AWARDEE must provide a copy of the escrow instructions, the account number, and a tentative buyer's statement to the LLCP.
- Title insurance. AWARDEE must obtain title insurance in the full amount of the purchase price, insuring that the title to the Property is vested in the AWARDEE.
- Environmental inspection. AWARDEE must conduct an environmental inspection to determine whether there is any environmental contamination or potential for contamination on the property. One or more Environmental Site Assessment(s) (ESA) may be required by STATE. If an environmental condition is found, a Phase II and appropriate remediation (at the cost of awardee) will be required prior to disbursement of funds. AWARDEE must complete the form supplied by the LLCP and return to the LLCP before funds may be disbursed.
- Chapter 343, HRS, compliance. An Environmental Assessment and/or Cultural Assessment as may be required by law.
- Resource value documentation. AWARDEE shall submit a written statement and photographs that reflect the current status and condition of the resources for which the land is to be protected. The statement shall be certified by AWARDEE and the photographs shall be taken from identifiable locations on the Property.

- Purchase and Sale Agreement. AWARDEE shall submit a copy of the purchase and sale agreement in final draft form.

- Deed. AWARDEE shall submit a copy of proposed deed prior to execution of deed for review and approval by STATE. The purchase price of the property must be included in the deed.

EXHIBIT B
May 22, 2026

Attachment 1
Scope of Performance
from State Contract No. 72208
Legacy Land Conservation Program
Grant Agreement with Hookuaaina

SCOPE OF PERFORMANCE

Project Description

The AWARDEE shall use funds from the Legacy Land Conservation Program ("LLCP") for land acquisition of: 116.49 acres, more or less, in Ko'olaupoko District, Island of O'ahu, including the transfer of a conservation easement to the CITY AND COUNTY OF HONOLULU ("Property") for the protection of resource values stated in Sections "C," "D," "G," "H," and "I" of the Project Application attached hereto as Exhibit A. Property acquired with LLCP funding from the Land Conservation Fund shall be held and managed in a manner designed to protect the Property's resource values.

Performance

The AWARDEE is required to do the following:

1. Submit a request for payment containing all documentation required in Attachment 3 ("Compensation and Payment Schedule") to the satisfaction of the STATE.
2. Complete acquisition of the Property and record a document of conveyance of the Property to HOOKUAAINA.
3. The document of conveyance of the Property to HOOKUAAINA shall include the following paragraphs:

"The Property has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program ("LLCP") through grant agreement number _____, dated May 31, 2024, and is subject to all of the terms and conditions of the grant agreement. Title of the Property conveyed by this deed shall vest in Hookuaaina, subject to disposition instructions from the State of Hawaii, Department of Land and Natural Resources ("DLNR"), or its successor agencies. The Property shall be managed consistently with the purposes for which it was awarded a LLCP grant and Chapter 173A, Hawaii Revised Statutes.

Hookuaaina, for itself, its successors and assigns, and in consideration of the LLCP grant, does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this Property without the written approval of the DLNR or its successor agencies. Upon notice from Hookuaaina, that it intends to dispose of, encumber the title or other interests in, or convert the use of the Property, the DLNR may:

1. Require Hookuaaina, to place on the Property, a deed restriction or covenant to protect the resource values for which Hookuaaina was awarded a LLCP grant, to an appropriate land conservation organization or county, state, or federal resource conservation

Exhibit B
May 22, 2026

agency. The deed restriction or covenant shall run with the land and be recorded with the appropriate state agency.

2. Require to be placed on the Property, a conservation easement or agricultural easement under Chapter 198, Hawaii Revised Statutes, to an appropriate land conservation organization or county, state, or federal resource conservation agency, that shall run with the land and be recorded with the appropriate state agency.
3. Require subsequent landowners to enter into a contract with the DLNR for the protection of the resource values consistent with the purposes for which the LLCP grant was awarded.

Hookuaaina further covenants that (a) whenever the Property is sold by Hookuaaina, that portion of the net proceeds (sale price less actual expenses of sale) of such sale, equal to the proportion that the state grant bears to the original cost of the property, shall be paid to the State of Hawaii, and (b) if the Property is leased, rented, or otherwise disposed of by Hookuaaina, other than by sale, that portion of the gross proceeds of such disposition, equal to the proportion that the state grant bears to the original cost of the Property, shall be paid to the State of Hawaii."

4. Cooperate with the STATE in all efforts to document the condition and status of the resource values for which the grant funds were provided.
5. Any substantive changes to the Project Application must be agreed to by the AWARDEE and the Chairperson of the Board of Land and Natural Resources in writing.
6. The AWARDEE shall maintain the same proportion of matching funds to awarded funds as set forth in Section F. of the Project Application, attached hereto as Exhibit A.
7. The document of conveyance from the AWARDEE (HOOKUAINA, as "Grantor" of the conservation easement) to the CITY AND COUNTY OF HONOLULU (as "Grantee" that holds the conservation easement) shall include the following paragraphs:

"Grantor and the State of Hawaii Board of Land and Natural Resources have entered into an agreement relating to the Property, identified as "State of Hawaii Legacy Land Conservation Program Grant Agreement No. _____," dated May 31, 2024 ("LLCP Agreement"). Section 7 of Attachment 1 of the LLCP Agreement requires Grantor to include the following additional terms in this Easement, which are by incorporation below and made a part hereof:

The fee interest that this conservation easement encumbers has been acquired with funds from a grant by the State of Hawaii, Department of Land and Natural Resources ("DLNR"), Legacy Land Conservation

May 31, 2024, and is subject to all of the terms and conditions of the grant agreement and Chapter 173A, Hawaii Revised Statutes.

Grantee (of the conservation easement) shall also be subject to the terms and conditions of the grant agreement to the extent such terms and conditions are consistent with and applicable under Grantee's rights and responsibilities under the conservation easement.

Grantor (Awardee under the LLC Agreement), covenants that the Property shall be managed consistently with the purposes for which it was awarded an LLC grant and Chapter 173A, Hawaii Revised Statutes.

Grantee, for itself, its successors and assigns, in consideration of the LLC grant, does hereby covenant that it shall not dispose of, encumber its title or other interests in, or convert the use of this conservation easement without the written approval of the Department of Land and Natural Resources or its successor agencies.

Grantee further covenants that whenever this conservation easement is sold by Grantee, that portion of the net proceeds (sale price less actual expenses of sale) of such sale, equal to the proportion that the state grant bears to the original cost of the unrestricted fee interest, shall be paid to the State of Hawaii.

Nothing in this conservation easement is intended as, nor shall it be deemed to constitute, a waiver by the State of its rights or obligations under Chapter 173A, Hawaii Revised Statutes.

In the event of a sale or transfer of the fee interest in the Property, which sale or transfer would be subject to the applicable covenants and restrictions in the deed to Grantor, this Easement shall continue to burden the Property inasmuch as this Easement is a covenant running with the land in perpetuity."

EXHIBIT C

May 22, 2026

**Proposed Agreement
(Nondisturbance and Attornment Agreement;
Agreements Regarding Distribution of Sales
Proceeds; Consent) with Hookuaaina
and the City and County of Honolulu**

Return by Mail () Pickup (X) To:

Department of Housing and Land Management
City and County of Honolulu
Attn: Clean Water and Natural Lands
(RE: Maunawili – Pālāwai)
558 South King Street
Honolulu, Hawaii 96813

Tax Map Keys: (1) 4-2-008:001, and (1) 4-2-008:043

Total Pages: _____

Title of Document:

NONDISTURBANCE AND ATTORNMENT
AGREEMENT; AGREEMENT REGARDING
DISTRIBUTION OF SALES PROCEEDS; CONSENT

Fee Owner:

HOOKUAINA, a Hawaii nonprofit corporation

Conservation Easement Holder:

CITY AND COUNTY OF HONOLULU

Consenting Party:

STATE OF HAWAII, BY ITS BOARD OF LAND AND
NATURAL RESOURCES

**NONDISTURBANCE AND ATTORNMENT AGREEMENT; AGREEMENT
REGARDING DISTRIBUTION OF SALES PROCEEDS; CONSENT**

THIS NONDISTURBANCE AND ATTORNMENT AGREEMENT; AGREEMENT REGARDING DISTRIBUTION OF SALES PROCEEDS; CONSENT, is made and entered into as of the _____ day of _____, 2026 (this "Agreement"), by and between **Hookuaaina**, a Hawaii nonprofit corporation whose mailing address is P.O. Box 342146, Kailua, HI 96734 ("Fee Owner"); the **City and County of Honolulu**, a municipal corporation of the State of Hawaii, whose address is 530 South King Street, Honolulu, Hawaii 96813 ("Conservation Easement Holder" or the "CITY"; and the **State of Hawaii, by its Board of Land and Natural Resources**, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813 ("Consenting Party" or "State of Hawaii").

WITNESSETH, that:

WHEREAS, Fee Owner acquired that certain real property (the "Property") described in Exhibit A attached hereto and made a part hereof in part with funds from a grant by the State of Hawaii, Department of Land and Natural Resources, Legacy Land Conservation Program ("LLCP") through contract number 72208 dated May 31, 2024, as amended, by and between Consenting Party and Fee Owner (the "LLCP Agreement");

WHEREAS, the Deed, dated _____, 2026 by which Fee Owner obtained title to the Property contains various terms, covenants, and conditions imposed by the Consenting Party in connection with or arising from the LLCP Agreement, or pursuant to Hawaii Revised Statutes Chapter 170, or Title 13, Chapter 140 of the Hawaii Administrative Rules (the "Deed");

WHEREAS, CITY is willing to pay Three Million One Hundred Seventy-Two Thousand and Two Hundred Sixty-Five and 00/100 dollars (\$3,172,265.00) (the "Conservation Easement Payment") to Fee Owner in exchange for the granting by Fee Owner of a Grant of Conservation Easement dated the date of this Agreement and recorded substantially concurrently herewith ("Conservation Easement"), in favor of CITY and that encumbers the Property;

WHEREAS, in consideration of CITY's payment to Fee Owner of the Conservation Easement Payment, CITY requires that Fee Owner and Consenting Party agree, for themselves and their respective successors and assigns, to the terms and conditions of this Agreement;

WHEREAS, Fee Owner, CITY, and Consenting Party are executing this Agreement, and CITY is paying the Conservation Easement Payment, in exchange for the Conservation Easement, in reliance upon the promises contained in this Agreement;

NOW, THEREFORE, in consideration of the Conservation Easement Payment; the terms, conditions, and covenants set forth in this Agreement; and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by each party hereto, it is hereby agreed as follows:

Exhibit C
May 22, 2026

1. Nondisturbance of Conservation Easement Holder. Fee Owner, Consenting Party, and CITY agree that, in the event Consenting Party should exercise any of its rights or remedies against Fee Owner, or its successors or assigns, under the LLC Agreement or the Deed, or pursuant to Hawaii Revised Statutes Chapter 173A or Title 13, Chapter 140 of the Hawaii Administrative Rules or at law or in equity (“Consenting Party’s Remedies”), CITY’s rights, interests and privileges under the Conservation Easement and this Agreement shall not be terminated, cancelled, diminished, or interfered with by Consenting Party or Fee Owner, nor shall CITY be disturbed in the exercise of its rights and privileges thereunder, as long as CITY’s rights, interests and privileges under the Conservation Easement is consistent with Hawaii Revised Statutes Chapter 173A or Title 13, Chapter 140 of the Hawaii Administrative Rules.

2. Consenting Party to Respect the Conservation Easement. If the interests of Fee Owner in the Property shall be transferred in any manner to Consenting Party or to any other party (Consenting Party or such other party being called the “Transferee”) by operation of any of Consenting Party’s Remedies, (1) Fee Owner’s interests, rights, and obligations under the Conservation Easement shall also be assigned to and assumed by Transferee, (2) Transferee shall attorn and be bound to CITY under and pursuant to the terms, covenants, and conditions of the Conservation Easement, said attornment to be effective and self-operative immediately upon such transfer, and (3) the respective rights and obligations of Transferee on such attornment shall be the same as those of Fee Owner, as “Owner” or “Grantor” under the Conservation Easement, it being the intention of the parties hereto for this purpose to incorporate the Conservation Easement in this Agreement by reference with the same force and effect as if set forth at length herein.

3. Consent by Consenting Party. Consenting Party hereby acknowledges, consents, and agrees to this Agreement and to the recordation of this Agreement against the Property, and further agrees that any Consenting Party’s Remedies that Consenting Party may take against Fee Owner, or its successors or assigns, will neither affect nor derogate the rights and privileges of the CITY under the Conservation Easement. Fee Owner and Consenting Party further acknowledge and agree that nothing in the Conservation Easement or in this Agreement shall require or be deemed to require CITY to undertake any of the terms, covenants, or conditions set forth in the LLC Agreement or the Deed, as long as CITY’s rights, interests and privileges under the Conservation Easement is consistent with Hawaii Revised Statutes Chapter 173A or Title 13, Chapter 140 of the Hawaii Administrative Rules.

4. Proceeds of Sale of the Property.

- a. Fee Owner shall not voluntarily sell the fee interest in the Property (together with Fee Owner’s interests, rights, and obligations under the Conservation Easement as set forth above, the “Encumbered Fee Interest”) without the prior written consent of the CITY, its successors and assigns, and Consenting Party and its successor agencies.

b. If the Encumbered Fee Interest is sold, or the CITY's interest in the Conservation Easement is sold, for each such sale— notwithstanding anything to the contrary in the Deed, the Conservation Easement, or the LLC Agreement—the net sales proceeds (the “Net Sales Proceeds”, sale price less actual expenses of sale) shall be distributed among CITY and the State of Hawaii as follows:

- Forty-five and forty-nine one-hundredths percent (45.49%) to the State of Hawaii; and
- Fifty-four and one half one-hundredths percent (54.50%) to CITY.

c. In the event that Fee Owner leases, rents, or otherwise disposes of the Encumbered Fee Interest other than by sale, the gross proceeds of each such disposition— notwithstanding anything to the contrary in the Deed, the Conservation Easement, or the LLC Agreement—shall be distributed among CITY and the State of Hawaii as follows:

- Forty-five and forty-nine one-hundredths percent (45.49%) to the State of Hawaii; and
- Fifty-four and one half one-hundredths percent (54.50%) to CITY.

d. If the Conservation Easement were ever to be extinguished, and if the fee interest in the Property was subsequently sold, leased, rented, or otherwise disposed of, the Net Sale Proceeds in the event of a sale, or gross proceeds in the event of a lease, rental, or other disposition, other than by sale, shall be distributed among CITY and the State of Hawaii as follows:

- Forty-five and forty-nine one-hundredths percent (45.49%) to the State of Hawaii; and
- Fifty-four and one half one-hundredths percent (54.50%) to CITY.

The above provisions of this paragraph 4 are intended to be consistent with Consenting Party's rights and obligations under Chapter 173A, Hawaii Revised Statutes and said provisions are not intended to, nor shall they be deemed to, constitute a waiver of Consenting Party's rights or obligations under said Chapter.

Notwithstanding anything to the contrary contained in the LLC Agreement, the Deed, the Conservation Easement or this Agreement, if the Encumbered Fee Interest in the Property is sold or transferred, the Conservation Easement shall continue to burden the Property, provided that the Conservation Easement has not been extinguished.

5. Covenant Running with the Land. This Agreement and each and every covenant, agreement, and other provision hereof shall burden and run with the Property and be binding upon the parties hereto and their administrators, representatives, successors and assigns.

6. Choice of Law. This Agreement is made and executed under and in all respects is to be governed and construed by the laws of the State of Hawaii.

7. Captions and Headings. The captions and headings of the various sections of this Agreement are for convenience only and are not to be construed as confining or limiting in any way the scope or intent of the provisions hereof. Whenever the context requires or permits, the singular shall include the plural, the plural shall include the singular, and the masculine, feminine, and neuter shall be freely interchangeable.

8. Notices. Any notice which any party hereto may desire or may be required to give to any other party shall be in writing, and the mailing thereof by certified mail, or equivalent, or personal delivery, to the addresses as set forth above or to such other places as any party hereto may by notice in writing designate shall constitute service of notice hereunder.

9. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have each caused this Agreement to be executed as of the date first above written.

FEE OWNER:

HOOKU KAINA
a Hawaii nonprofit corporation

By _____
Michael Wilhelm
Its Executive Co-Director

CO-HOLDER:

CITY AND COUNTY OF HONOLULU,
a municipal corporation of the State of Hawaii

By _____
Rick Blangiardi
Mayor

APPROVAL RECOMMENDED:

By _____
Kevin Auger
Director, Department of Housing and Land Management

APPROVED AS TO FORM AND LEGALITY:

By _____
Marilyn Ushijima
Deputy Corporation Counsel

Exhibit C
May 22, 2026

CONSENTING PARTY:

STATE OF HAWAII

By _____
Ryan K.P. Kanaka'ole
Acting Chairperson
Board of Land and Natural Resources

APPROVED AS TO FORM:

By _____
Cindy Y. Young
Deputy Attorney General

DRAFT

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this _____ day of _____, 2026, in the First Circuit Court of the State of Hawaii, before me personally appeared **MICHELE WILHELM**, to me personally known or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to this instrument, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument identified or described as Nondisturbance and Attornment Agreement; Agreement Regarding Distribution of Sales Proceeds; Consent 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. The foregoing instrument is undated at time of notarization and contained _____ pages at the time of this acknowledgment/certification.

Signature of Notary

Printed Name of Notary
Notary Public, State of Hawaii
My commission expires: _____

DRAFT

Exhibit C
May 22, 2026

EXHIBIT A
Legal Description

-ITEM I:-

~~FORTHCOMING~~

-ITEM II:-

~~FORTHCOMING~~

— End of EXHIBIT A —

DRAFT

JOSH GREEN, M.D.
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII'
DEPARTMENT OF LAND AND NATURAL RESOURCES
KA 'OIHANA KUMUWAIWAI 'ĀINA

P.O. BOX 621
HONOLULU, HAWAII 96809

DAWN N.S. CHANG
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE
MANAGEMENT

RYAN K.P. KANAKA'OLE
FIRST DEPUTY

CIARA W.K. KAHAHANE
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE
MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES
ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

May 2, 2026

MEMORANDUM

TO: Division Administrators, Heads of Offices, DOFAW Staff

FROM: David G. Smith, DOFAW Administrator *DGS*

SUBJECT: Acting Administrator, Division of Forestry and Wildlife

I will be on vacation from May 4-8, 2026 and on official travel to Nebraska City, NE to attend the 2026 CWSF/WFLC Spring Meeting from May 11-15, 2026. In my absence, Acting Administrator will be as follows:

Robert Hauff – May 4-8, 2026
Jason Omick – May 11-15, 2026

Your usual courtesy and cooperation will be greatly appreciated.




Acting Administrator - May 4-15, 2026

Final Audit Report

2026-05-02

Created:	2026-05-02 (Hawaii-Aleutian Standard Time)
By:	Sharleen Lee (sharleen.y.lee@hawaii.gov)
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"Acting Administrator - May 4-15, 2026" History

-  Document created by Sharleen Lee (sharleen.y.lee@hawaii.gov)
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