

NEIL ABERCROMBIE  
GOVERNOR



KAREN SEDDON  
EXECUTIVE DIRECTOR

**STATE OF HAWAII**

DEPARTMENT OF BUSINESS, ECONOMIC DEVELOPMENT AND TOURISM  
HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION  
677 QUEEN STREET, SUITE 300  
Honolulu, Hawaii 96813  
FAX: (808) 587-0600

IN REPLY REFER TO:

Statement of  
**Karen Seddon**  
Hawaii Housing Finance and Development Corporation  
Before the

**HOUSE COMMITTEE ON JUDICIARY**

February 21, 2012 at 2:00 p.m.  
Room 325, State Capitol

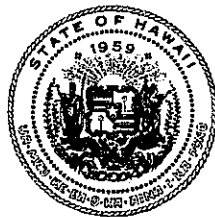
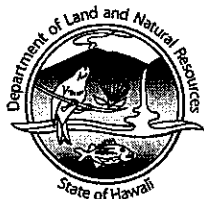
In consideration of  
**H.B. 1829, H.D. 1 RELATING TO LEASES.**

The HHFDC **opposes** H.B. 1829, H.D. 1. While we have no position on the overall purpose of this bill, HHFDC does not have the capacity or the expertise in commercial leaseholds to handle the responsibilities this bill would assign to our agency.

HHFDC is the entity responsible for administration of Chapter 519, Hawaii Revised Statutes, which currently relates to residential leasehold renegotiation. However, activity in that program has dwindled over time to the point where it is now handled by the dedication of 0.5 of a full time equivalent position. Without an appropriation of funds and additional positions, HHFDC cannot administer the new commercial leasehold renegotiation duties added to our responsibilities by this bill without jeopardizing our affordable housing mission.

Accordingly, the HHFDC respectfully requests that the Committee defer this bill. Thank you for the opportunity to testify.

NEIL ABERCROMBIE  
GOVERNOR OF HAWAII



**STATE OF HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES**

POST OFFICE BOX 621  
HONOLULU, HAWAII 96809

**Testimony of  
WILLIAM J. AILA, JR.  
Chairperson**

**Before the House Committee on  
JUDICIARY**

**Tuesday, February 21, 2012  
2:00 PM  
State Capitol, Conference Room 325**

**In consideration of  
HOUSE BILL 1829, HOUSE DRAFT 1  
RELATING TO LEASES**

House Bill 1829, House Draft 1 proposes to: (1) Require lessors of commercial and industrial property to afford lessees the option of renewing their leases at a rent that is not tied to the appraised fair market value of the land; and (2) Require, in leasehold renegotiations, that a rent based on fair market value shall apply even if that value is lower than existing rent and the lease contract bars the lowering of rent upon renegotiation. The Department of Land and Natural Resources (Department) opposes this bill.

SECTION 3 of the bill as drafted appears to apply to leases of public lands. The definition of "[l]essors", "lessees", "fee owners", and "legal and equitable owners" for the new Hawaii Revised Statutes chapter includes the "State of Hawaii and any county or other political subdivision of the State". By contrast, the substantive provision in SECTION 2 of the chapter only mentions "leases of private lands". If the intent of the bill is to regulate private land leases by mandating renewal options and prohibiting provisions that bar the lowering of rent at renegotiation, then the State and public lands should be expressly excluded from the new chapter's application.

Chapter 171, Hawaii Revised Statutes ("HRS"), imposes a maximum lease term of 65 years for leases of public lands. This limit is intended to allow a lessee sufficient time to occupy the property and recoup its investment, while also precluding that lessee from using and occupying public lands in perpetuity. Upon expiration of a lease, the Department may offer a new lease with a term of up to 65 years. Chapter 171, HRS, provides for leases to be offered by public auction to allow any interested member of the public the opportunity to use public lands.<sup>1</sup>

<sup>1</sup> Some people wait all their lives for an opportunity to obtain a State lease. If SECTION 3 of the bill is intended to apply to public lands, then allowing existing lessees the option to renew their leases for an

WILLIAM J. AILA, JR.  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE MANAGEMENT

GUY H. KAULUKUKUI  
FIRST DEPUTY

WILLIAM M. TAM  
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

This bill, while providing a benefit to existing lessees, does so at the expense of ensuring fair competition for the leasing of public lands by effectively excluding other potential bidders seeking to participate in the public disposition process. The Department acknowledges the need for long-term leases in order for certain business ventures to be economically viable. However, options to renew have a chilling effect on other prospective bidders' willingness to bid on the property. Many prospective bidders would be reluctant to invest the substantial time, effort and resources to prepare and submit a bid with the knowledge that the existing lessee can exercise his or her right and nullify the bid at any time. Options to renew provide an unfair benefit to the current lessee by depriving persons awaiting the published termination of the lease a fair opportunity to compete for the use of those lands at public auction. That inherent inequity ensures lower bids and consequently less revenue to the State.

An option to renew clearly goes against all the provisions for fairness in the leasing of state land in Chapter 171, HRS, and inappropriately impinges on the Board of Land and Natural Resources' (Board) discretionary authority to control the use of state lands. When seeking public lands for private use, potential lessees are well aware of the benefits and drawbacks of leasing state lands as opposed to conducting their activities on private lands. First and foremost is the knowledge that those lands are public assets that must serve primarily the interests of the general public and the public trust purposes, and secondarily the needs of a private user.

The safeguards and terms for leasing public lands are codified in Chapter 171, HRS, to ensure transparency and fairness in the disposition of state assets. Paramount in that process is the need to ensure and maintain the State's ability to use its land resources when and as needed to meet all of the State's obligations and priorities as well as the greater public needs of all of Hawaii's residents. Fundamental to that responsibility is the preservation and protection of the discretionary authority of the Board to consider and determine the most appropriate use of state land at any given time, including when and if an ongoing use should continue. The Board's ability to fulfill its fiduciary obligations to promote all five public trust purposes equally should never be compromised by any erosion of this authority.

Additionally, requiring a fair market value rent to apply in leasehold renegotiations even if that value is lower than existing rent and the lease bars the lowering of rent upon renegotiation would jeopardize a lessor's ability to plan by subjecting future revenue streams to uncertainty. Chapter 171, HRS, with very limited exceptions, requires that public lands can only be rented at no less than fair market value. However, since nearly all State lands are public trust lands, the State has a fiduciary duty to seek the highest possible lease rent for its beneficiaries whenever possible. The proposed requirement to use a lower fair market rent at renegotiation would undermine the State's fiduciary obligations to its public trust beneficiaries.

The stated intent of the bill is to protect lessees and lower the cost of leasing commercial/industrial lands, but will ultimately have the opposite effect. The bill, if passed, would decrease the availability of commercial and industrial lands because it strongly discourages landowners from offering leases. In turn, decreasing the supply of available lands will drive up lease rents.

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additional 35 years and lockup the land for a total of 110 years will assure some other interested folks will never have an opportunity to even bid on a State lease.

For all of the foregoing reasons, the Department respectfully requests this bill be deferred.



**TESTIMONY OF  
THE DEPARTMENT OF THE ATTORNEY GENERAL  
TWENTY-SIXTH LEGISLATURE, 2012**

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**ON THE FOLLOWING MEASURE:  
H.B. NO. 1829, H.D. 1, RELATING TO LEASES.**

**BEFORE THE:  
HOUSE COMMITTEE ON JUDICIARY**

**DATE:** Tuesday, February 21, 2012 **TIME:** 2:00 p.m.

**LOCATION:** State Capitol, Room 325

**TESTIFIER(S):** David M. Louie, Attorney General, or  
Craig Y. Iha, Deputy Attorney General

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Chair Keith-Agaran and Members of the Committee:

The Department of the Attorney General (the "Department") appreciates the intent of this bill to assist local small businesses but must oppose it due to constitutional concerns.

**Purpose**

The purpose of the bill is to alter the contractual relationship between lessors and lessees of commercial and industrial property. The bill gives lessees the option to extend otherwise expired leases for at least 35 years. The lease rent for the new term is to be set by a formula stated in the bill.

In addition, section 3 of the bill appears to broaden existing section 519-1, Hawaii Revised Statutes (HRS), so that it also covers State-owned land.

**Discussion**

As written, it is not clear whether the bill is intended to apply only to new leases that are entered into after passage or whether it applies to all leases that expire after passage. Generally speaking a retroactive law is one that takes away or impairs vested rights acquired under existing laws or attaches a new obligation, imposes a new duty, or attaches a new disability with respect to transactions or considerations already concluded. Employees Retirement Sys. v. Chang, 42 Haw. 532, 535 (1958). Retroactive laws are not favored and all laws will be construed as prospective unless retrospective application is clearly intended and expressly declared, or is necessarily implied from the language used. Clark v. Cassidy, 64 Haw. 74 (1981). This principle is particularly applicable where the statute or amendment involves substantive, as

opposed to procedural, rights. Clark, 64 Haw. at 77; Dash v. Wayne, 700 F. Supp. 1056 (D. Haw. 1988).

If the bill is passed and challenged, a court considering it would construe the statute to avoid the constitutional problem if at all possible. Matsuda v. Wada, 128 F. Supp. 2d 659, 665 (D. Haw. 2000). Such a construction would also favor its application only to new leases.

In any event, rather than leaving the issue open to interpretation, we recommend clarifying the intent of the bill. If it applies only to new leases that are entered into after passage, it may not have any practical effect for decades. If it applies to all existing leases that expire after passage, it is likely unconstitutional for reasons we now address.

First the bill proposes to alter the contractual relationship between lessors and lessees in favor of lessees. The Contract Clause of the United States Constitution, article I, section 10, clause 1, provides that “No State shall . . . pass any . . . Law impairing the Obligation of Contracts.”

Although the wording of the Contract Clause is facially absolute, there are circumstances in which the State may constitutionally affect existing contractual rights. The more drastic the change, the more closely a court will examine it.

If there is a substantial impairment, the State must have a significant and legitimate public purpose behind the regulation such as the remedying of a broad and general social or economic problem. Once the legitimate public purpose is identified, a court would consider whether the change to the contract is “based upon reasonable conditions” and is reasonably designed to promote the purpose.

The bill substantially alters existing contracts by forcing lessors to extend the terms of existing leases and regulating the lease rents they may charge. The articulated purpose for doing so is that otherwise “thousands of businesses” could be looking for properties to rent in an environment of “artificially created, speculative land values that do not reflect actual fair market values.”

Hawai‘i land values are undoubtedly high compared to some other states. However, it would be difficult or impossible to support the proposition that these values are artificial or due to speculation instead of scarcity and desirability. Moreover, case law indicates that a court would likely find the measure provides a windfall to lessees, rather than effectively addresses the

perceived problem. Richardson v. City and County of Honolulu, 124 F.3d 1150, 1165–66 (9th Cir. 1997); Chevron U.S.A., Inc. v. Cayetano, 198 F. Supp. 2d 1182, 1192 (D. Haw. 2002). These cases were overruled on other grounds in Lingle v. Chevron U.S.A. Inc., 544 U.S. 528 (2005), but their discussion of economic issues remains pertinent.

It is noteworthy that United States District Judge Susan Mollway found a recent, less pervasive law affecting leases unconstitutional in violation of the Contract Clause. HRPT Properties Trust v. Lingle, 715 F. Supp. 2d 1115 (D. Haw. 2010). See also Anthony v. Kualoa Ranch, Inc., 69 Haw. 112, 736 P.2d 55 (1987) (law that required lessors to pay, at the sole option of the lessees, for improvements built upon the leased premises in order to get the leased premises back, substantially impaired the contractual rights of the parties and was unconstitutional).

Second, we believe the bill also runs afoul of the Fifth Amendment to the United States Constitution. That amendment provides that private property can be taken only for a public purpose upon paying just compensation. The provision requiring lessors to rent their property for an additional thirty-five years is likely a taking. Requiring the transfer from one private owner to another by lease probably does not satisfy the public purpose requirement under the circumstances. Restricting the price to be paid violates the constitutional requirement of just compensation.

Finally, the third section of the bill closely tracks existing chapter 519, HRS, except that the definition of lessor and lessee also includes the State (page 5, lines 12-14). We note that this definition is not consistent with later wording that restricts the bill to “the lease of private lands” (page 6, lines 5-6).

As a result of these several constitutional concerns, we respectfully ask the Committee to hold this bill.



Legislative Testimony

**HB1829 HD1**  
**RELATING TO LEASES**  
Committee on Judiciary

February 21, 2012

2:00 p.m.

Room 325

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The Office of Hawaiian Affairs (OHA) **OPPOSES** HB1829 HD1, which forces landowners to renew commercial and industrial leases for at least 35 years based on an appraisal favoring the leaseholder.

The Bill's proposal is not entirely supported by the Legislature's underlying report, and it could be highly detrimental to OHA's beneficiaries. As written, this Bill would undermine private property rights by forcing lessors to rent their property for an additional thirty-five years. This will negatively affect Hawaiian landholders, particularly Kamehameha Schools and other Hawaiian ali'i trusts, and it will deprive their beneficiaries, who in many cases are also OHA's beneficiaries, of valuable resources and programs.

For these reasons, OHA urges the committee to HOLD HB1829 HD1.

Mahalo for the opportunity to testify on this important measure.





# QUEEN EMMA LAND COMPANY

1301 Punchbowl Street • Honolulu, HI 96813 • (808) 691-5900 • FAX: (808) 691-5946 • [www.queens.org](http://www.queens.org)

February 21, 2012

Representative Gilbert S.C. Keith-Agaran, Chair  
Representative Karl Rhoads, Vice Chair

House Committee on Judiciary  
Hawaii State Capitol, Room 325; 2:00 PM

## RE: HB 1829 HD1 - Relating to Leases – In Opposition

Chair Keith-Agaran, Vice Chair Rhoads and Members of the Committee:

My name is Eric Martinson and I am the President of Queen Emma Land Company (QEL), a non-profit entity whose mission is to fulfill the intent of Queen Emma and King Kamehameha IV to provide in perpetuity quality health care services to improve the well-being of Native Hawaiians and all of the people of Hawaii, primarily through The Queen's Medical Center, a sister company under The Queen's Health Systems. QEL accomplishes its mission by managing and enhancing the income-generating potential of the lands left by Queen Emma, who along with her Husband King Kamehameha IV had strong commitments to the health care needs of the people of Hawaii. The income from QEL is solely dedicated to supporting and improving healthcare services offered primarily through The Queen's Medical Center, but also through a number of other health care entities and programs throughout the state.

As an owner and lessor of commercial, industrial and residential real property, **QEL strongly opposes this bill**. Bills of similar language and intent have been heard previously in the state legislature and have repeatedly been identified as violating the Contracts Clause of the U.S. Constitution by mandating changes to existing leases for the benefit of only one party, the lessee. For any existing lease, the parties at that time of the agreement settled on mutually acceptable terms and conditions benefiting and balancing the goals and objectives of the parties over the term of the agreement. Mandating changes at the end of the term of the lease destroys pre-existing contractual expectations and obligations that the parties originally entered into. The extension of an existing agreement should be treated like a new agreement with both parties negotiating new terms and conditions mutually beneficial to each. Mandating term, rate of return and valuation, all to the benefit of the lessee or sub-lessee, does not provide the basis for an equitable agreement.

Thank you for the opportunity to strongly oppose HB 1829 HD1.

# CITIZENS FOR FAIR VALUATION

1001 Bishop Street, Suite 710  
Honolulu, HI 96813

ROBERT M. CREPS, PRESIDENT  
CONNIE SMALES, SECRETARY  
PHILLIP J. SILICH, TREASURER

CULLY JUDD, DIRECTOR  
OSWALD STENDER, DIRECTOR  
MICHAEL STEINER, EXEC. DIRECTOR

February 20, 2012

## HOUSE OF REPRESENTATIVES

State Capitol  
415 South Beretania Street  
Honolulu, HI 96813

## COMMITTEE ON JUDICIARY

Rep. Gilbert S.C. Keith-Agaran, Chair  
Rep. Karl Rhoads, Vice Chair  
Members of the Committee

Hearing: Tuesday, February 21, 2012, 2:00 PM, Conference Room 325

RE: **HB 1829, HD1 – Relating to Leases**  
**TESTIMONY in SUPPORT**

Aloha Chair Keith-Agaran, Vice-Chair Rhoads and Members of the Committee:

My name is Michael Steiner and I am the Executive Director of Citizens for Fair Valuation (CFV), a non-profit coalition of lessees. I support passage of House Bill 1892 which seeks to provide equity in leased lands to both lessors and lessees.

CFV supports the intent of HB1829 HD1 which will require lessors of commercial and industrial property to afford lessees the option of renewing their leases. It will also require, in leasehold renegotiations, that a rent based on fair market value shall apply even if that value is lower than existing rent and the lease contract bars the lowering of rent upon renegotiation

Small business keeps the State's economy flowing, providing jobs and paying taxes. In order to preserve our economy as well as the well being of our citizens, small business owners need to plan and forecast business operations. HB1829 will help bring reasonableness to our commercial and industrial land rents.

Please support and pass this bill.

Mahalo

*Michael Steiner*

Michael Steiner, Executive Director  
Citizens for Fair Valuation  
Telephone: (808) 221-5955  
Email: [MSteiner@SteinerAssoc.com](mailto:MSteiner@SteinerAssoc.com)  
Web Site: [www.FairValuation.org](http://www.FairValuation.org)



KAMEHAMEHA SCHOOLS®

February 20, 2012

WRITTEN TESTIMONY TO THE  
HOUSE COMMITTEE ON JUDICIARY

By

Walter Thoemmes III, Chief of Staff  
Kamehameha Schools

Hearing Date: Tuesday, February 21, 2012  
2:00 p.m. Conference Room 325

To: Rep. Gilbert S.C. Keith-Agaran, Chair  
Rep. Karl Rhoads, Vice Chair  
Members of the Committee on Economic Revitalization & Business

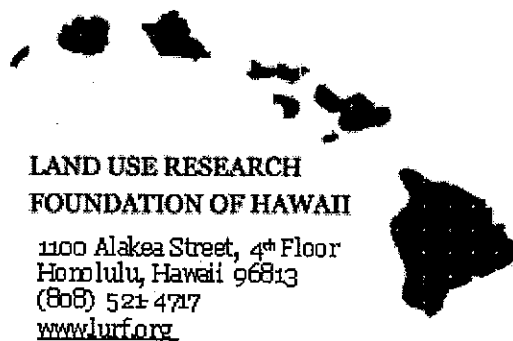
**RE: House Bill No. 1829, HD1 - Relating to Leases**

Chairman, Keith-Agaran, Vice Chairman Rhoads, and Members of the Committee

Mahalo for the opportunity to testify in opposition to **H.B 1829, HD1 - Relating to Leases**. This bill impermissibly delegates the right of Eminent Domain to private individuals by allowing any lessee with a lease of five years or more to force its lessor to extend the lease for a minimum of thirty-five years without requiring any broad public purpose for this taking of private property. On a rent renegotiation, this bill impermissibly caps and is designed to decrease the rent payable by the lessee. The bill encourages speculative re-sales by the lessee who has obtained the benefits of the extended term and the capped rents.

The Office of the Attorney General recently testified on HB 1829 before the House Committee on Economic Revitalization & Business and concluded that, because of several constitutional concerns, HB 1829 should be held. The revisions to HB 1829 fail to correct this fundamentally flawed and unconstitutional bill.

No public purpose is served by H.B. 1829 HD1 and we request that it be held in committee.



February 17, 2012

Representative Gilbert S.C. Keith-Agaran , Chair  
Representative Karl Rhoads, Vice Chair  
House Committee on the Judiciary

**Strong Opposition to HB 1829, H.D. 1, Relating to Leases . (Requires lessors of commercial and industrial property to afford lessees the option of renewing leases.)**

**Tuesday , February 21, 2012, 2:00 p.m., in Conference Room 325**

My name is Dave Arakawa, and I am the Executive Director of the Land Use Research Foundation of Hawaii (LURF), a private, non-profit research and trade association whose members include major Hawaii landowners, developers and a utility company. One of LURF's missions is to advocate for reasonable, rational and equitable land use planning, legislative regulations that encourage well-planned economic growth and development, while safeguarding Hawaii's significant natural and cultural resources and public health and safety.

LURF **strongly opposes HB 1829, H.D. 1**, which requires lessors of commercial and industrial property to afford lessees the option of renewing their leases for a minimum of five years, with a rent that is based on the tax-assessed valuation from 1985 - fixed for the fifteen years, and renegotiated every ten years thereafter . The bill also requires in lease negotiations, that a rent based on fair market value shall apply even if that value is lower than the existing rent and the contract between the parties bars the lowering of rent upon renegotiation.

**HB 1829, H.D. 1.** The bill is based on the unfounded belief that underlying inequities exist in the relationship between owners of commercial and industrial land in Hawaii (lessors) and holders of leasehold interests in such land (lessees).<sup>1</sup> The bill unreasonably mandates the renewal of leases of commercial, business, manufacturing, mercantile, or industrial or other

<sup>1</sup> HB 1829, H.D. 1 is vague and confusing with respect to its application to commercial and industrial property owned by the State of Hawaii. LURF understands, however, that the State is one of the largest owners of commercial and industrial leasehold parcels which are targeted by this bill, and must therefore assume responsibility for purposes of this testimony. that this proposed measure (which is based on the justification expressed

**Manya Vogrig, for the Small Landowners Association**

**Committee on Judiciary**

**Tuesday, February 21, 2012 – 2 p.m. Conf. Rm. 325**

**Testifier in strong opposition to HB 1829 HD1**

**Email to [JUDtestimony@Capitol.hawaii.gov](mailto:JUDtestimony@Capitol.hawaii.gov)  
or <http://www.capitol.hawaii.gov/submittestimony.aspx>**

Committee on Judiciary

Tuesday, February 21, 2012

Rep. Gilbert S.C. Keith-Agaran, Chair

2 p.m. Conf. Rm. 325

Rep. Karl Rhoads, Vice Chair

State Capitol, 415 South Beretania Street, Honolulu, Hawaii

Honorable Chair and Vice Chair and Members of the Committee:

**Re: HB 1829 HD1 - RELATING TO LEASES**

**My name is Manya Vogrig, testifying for us as members of the Small Landowners Association who are in strong opposition to this type of legislation breaking leasehold contracts for other private individuals for their own personal gain.**

**The statements of fact in order to justify a public purpose appear to be unsubstantiated and twisted without specifics or mentioning that the lease contracts the lessees signed showed that they agreed to whatever they are accusing the lessor of doing. We landowners cannot "raise rents" any more than what is stated in the leasehold contracts that were signed and agreed to by the lessees. As leases get older they expire. They could be renewed or not renewed, based on each individual situation ... of which there are thousands of various situations, each varied from the other, just as each lease varies from the other.**

**This proposed legislation applies to commercial and industrial leasehold properties. We think most commercial and industrial properties are leasehold, not only in Hawaii but worldwide. The Title at the top says "Relating to Leases" and may have been worded that way so that the Bill could be changed at the last minute to apply to residential multi-family developments rather than "commercial and industrial". It seems to us, this could very easily happen again, as it has in past years.**

**Hawaii, being limited in land by our island topography, has benefited by the leasehold system. At Statehood time lawmakers created the Horizontal Property Regime Act to encourage multi-family developments to provide for the huge influx of people coming to Hawaii. Small landowners let developers lease their property (usually their only piece of property where their homes had been for generations had to be combined with their neighbors) to provide this more affordable housing where the more expensive land did not have to be purchased. The Developers built the buildings and then sold the units without ever sharing their profits or even compensating the landowners for their homes. These small landowners were given the promise of being able to retire, most still living on the same property and their children would be able to keep the property they had worked so hard for.**

**Over 500 families in our group were then told some 10 years later that the legislature was going to require that they sell their property at "reasonable prices" to the lessees who bought those units from the developer & was only paying to rent the landowner's property. We found through studies done, that most properties under leasehold condos were owned by local small landowners who owned only one lot. And that most of the condo unit owners are not the original owners and had sold at big profits again. Also, a large percentage rent their units out to local people and are not even citizens of Hawaii. Therefore, they do not vote or pay income taxes here.**

**Respectively, the State itself is one of the largest landowners and provides much of leasehold property for others to use, with the benefit of the property never being lost by the State. We have seen what has happened to areas where the land was forced to be sold to the lessees, such as Kahala, with the old homes torn down and newly constructed mansions which are now vacant after the bubble burst.**

**We ask that you do not pass this legislation out of the Committee as it is twisted and is a taking of private property for private, not public, purpose, in addition to being without just compensation using these devaluing equations in the Bill.**

**Mahalo, Small Landowners Association: Manya Vogrig: 922-6934, Phyllis Zerbe: 949-9998**

**Testimony for HB1829 on 2/21/2012 2:00:00 PM**

mailinglist@capitol.hawaii.gov [mailinglist@capitol.hawaii.gov]

**Sent:** Monday, February 20, 2012 9:25 PM

**To:** JUDtestimony

**Cc:** jwmccully54@gmail.com

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Testimony for JUD 2/21/2012 2:00:00 PM HB1829

Conference room: 325

Testifier position: Support

Testifier will be present: No

Submitted by: James McCully

Organization: Individual

E-mail: jwmccully54@gmail.com

Submitted on: 2/20/2012

**Comments:**

I fully support the goals and intent of this bill. Fundamental reform in leasehold lands is long overdue. This is for the economic vitality of the state and to support small business in a most important way.

Mahalo for your support

Jim McCully



## Testimony for HB1829 on 2/21/2012 2:00:00 PM

mailinglist@capitol.hawaii.gov [mailinglist@capitol.hawaii.gov]

**Sent:** Monday, February 20, 2012 9:25 PM

**To:** JUDtestimony

**Cc:** jwmccully54@gmail.com

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Testimony for JUD 2/21/2012 2:00:00 PM HB1829

Conference room: 325  
Testifier position: Support  
Testifier will be present: No  
Submitted by: James McCully  
Organization: Individual  
E-mail: jwmccully54@gmail.com  
Submitted on: 2/20/2012

**Comments:**

I fully support the goals and intent of this bill. Fundamental reform in leasehold lands is long overdue. This is for the economic vitality of the state and to support small business in a most important way.  
Mahalo for your support  
Jim McCully