

## Application Submittal Checklist

*The following items are required for submittal of the grant application. Please verify and check off that the items have been included in the application packet.*

- 1) Certificate of Good Standing (If the Applicant is an Organization)
- 2) Declaration Statement
- 3) Verify that grant shall be used for a public purpose
- 4) Background and Summary
- 5) Service Summary and Outcomes
- 6) Budget
  - a) Budget request by source of funds ([Link](#))
  - b) Personnel salaries and wages ([Link](#))
  - c) Equipment and motor vehicles ([Link](#))
  - d) Capital project details ([Link](#))
  - e) Government contracts, grants, and grants in aid ([Link](#))
- 7) Experience and Capability
- 8) Personnel: Project Organization and Staffing

  
AUTHORIZED SIGNATURE

Elizabeth Reilly, President  
PRINT NAME AND TITLE

1/18/2023  
DATE

**THE THIRTIETH LEGISLATURE  
APPLICATION FOR GRANTS  
CHAPTER 42F, HAWAII REVISED STATUTES**

Type of Grant Request:

Operating                       Capital

Legal Name of Requesting Organization or Individual: Db:

Livable Hawai'i Kai Hui

Livable Hawai'i Kai Hui

Amount of State Funds Requested: \$ 850,000

Brief Description of Request (Please attach word document to back of page if extra space is needed):

Livable Hawai'i Kai Hui (LHKH) purchased 182 acres of the Kaiwi Coast Mauka Lands in 2017. The conservation easement over the land states that LHKH may designate up to 5 acres for programs, services, and an interpretive center. This grant request is for funding to purchase a 0.5-acre parcel adjacent to the Mauka Lands that will serve as a trailhead and the location of a possible interpretive center. LHKH is also requesting funding to develop a conceptual plan for the parcel. Both the land acquisition and conceptual plan will aid LHKH in upholding the East Honolulu Sustainable Communities Plan by providing better access to mauka lands, protecting scenic view, and preserving natural and cultural resources.

Amount of Other Funds Available:

State: \$ 0  
Federal: \$ 3,000  
County: \$ 0  
Private/Other: \$ 0

Total amount of State Grants Received in the Past 5 Fiscal Years:

\$ 14,000

Unrestricted Assets:

\$ 59,087.98

New Service (Presently Does Not Exist):  Existing Service (Presently in Operation):

Type of Business Entity:

- 501(C)(3) Non Profit Corporation  
 Other Non Profit  
 Other

Mailing Address:

P.O. Box 25493

City:

Honolulu

State:

HI

Zip:

96825-0493

Contact Person for Matters Involving this Application

Name:  
Elizabeth Reilly

Title:  
President

Email:  
hawaiikaihui@aol.com

Phone:  
(808)864-8081

Federal Tax ID#:

State Tax ID#



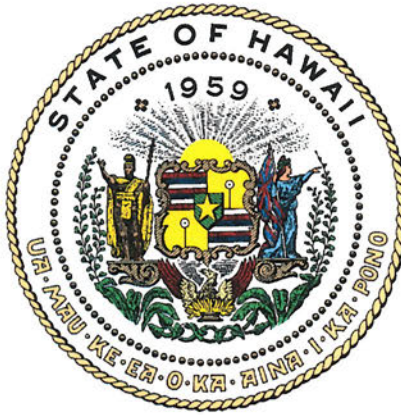
Authorized Signature

Elizabeth Reilly, President

Name and Title

1/18/23

Date Signed



## Department of Commerce and Consumer Affairs

### CERTIFICATE OF GOOD STANDING

I, the undersigned Director of Commerce and Consumer Affairs of the State of Hawaii, do hereby certify that

LIVABLE HAWAII KAI HUI

was incorporated under the laws of Hawaii on 06/08/2004 ; that it is an existing nonprofit corporation; and that, as far as the records of this Department reveal, has complied with all of the provisions of the Hawaii Nonprofit Corporations Act, regulating domestic nonprofit corporations.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Department of Commerce and Consumer Affairs, at Honolulu, Hawaii.

Dated: January 19, 2023

Director of Commerce and Consumer Affairs



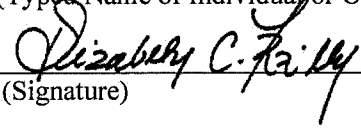
**DECLARATION STATEMENT OF  
APPLICANTS FOR GRANTS PURSUANT TO  
CHAPTER 42F, HAWAII REVISED STATUTES**

The undersigned authorized representative of the applicant certifies the following:

- 1) The applicant meets and will comply with all of the following standards for the award of grants pursuant to Section 42F-103, Hawaii Revised Statutes:
  - a) Is licensed or accredited, in accordance with federal, state, or county statutes, rules, or ordinances, to conduct the activities or provide the services for which a grant is awarded;
  - b) Complies with all applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, sexual orientation, or disability;
  - c) Agrees not to use state funds for entertainment or lobbying activities; and
  - d) Allows the state agency to which funds for the grant were appropriated for expenditure, legislative committees and their staff, and the auditor full access to their records, reports, files, and other related documents and information for purposes of monitoring, measuring the effectiveness, and ensuring the proper expenditure of the grant.
- 2) If the applicant is an organization, the applicant meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
  - a) Is incorporated under the laws of the State; and
  - b) Has bylaws or policies that describe the manner in which the activities or services for which a grant is awarded shall be conducted or provided; and
- 3) If the applicant is a non-profit organization, it meets the following requirements pursuant to Section 42F-103, Hawaii Revised Statutes:
  - a) Is determined and designated to be a non-profit organization by the Internal Revenue Service; and
  - b) Has a governing board whose members have no material conflict of interest and serve without compensation.
- 4) The use of grant-in-aid funding complies with all provisions of the Constitution of the State of Hawaii (for example, pursuant to Article X, section 1, of the Constitution, the State cannot provide "... public funds ... for the support or benefit of any sectarian or nonsectarian private educational institution...").

Pursuant to Section 42F-103, Hawaii Revised Statutes, for grants used for the acquisition of land, when the organization discontinues the activities or services on the land acquired for which the grant was awarded and disposes of the land in fee simple or by lease, the organization shall negotiate with the expending agency for a lump sum or installment repayment to the State of the amount of the grant used for the acquisition of the land.

Further, the undersigned authorized representative certifies that this statement is true and correct to the best of the applicant's knowledge.

<u>Livable Hawai'i Kai Hui</u>	
(Typed Name of Individual or Organization)	
<u></u>	1/11/23
(Signature)	(Date)
<u>Elizabeth Reilly</u>	<u>President</u>
(Typed Name)	(Title)

### **Public Purpose**

This grant will be used for public purposes pursuant to HRS Section 42F-102. Specifically, this grant aims to

- Improve the outdoor recreational experience for Hawai'i residents and out-of-state visitors
- Provide better mauka trail access
- Provide more recreational activities in East Honolulu
- Provide more volunteer opportunities for Hawai'i residents and out-of-state visitors
- Support ongoing restoration efforts of the Kaiwi Coast, mauka to makai, by DLNR State Parks, DOFAW, DPR, FWS, and other respective NGOs.
- Conserve and protect the natural and cultural resources along the Kaiwi Coast
- Conserve and protect native and endangered species and their habitats
- Protect scenic views
- Implement actions items identified in the Hawai'i Tourism Authority's O'ahu Destination Management Action Plan for 2021 to 2024
- Uphold the East Honolulu Sustainable Communities Plan
- Uphold the Maunalua-Makapu'u State Scenic Byway Corridor Management Plan

## Application for Grants

*If any item is not applicable to the request, the applicant should enter "not applicable".*

### **I. Certification – Please attach immediately after cover page**

#### **1. Certificate of Good Standing (If the Applicant is an Organization)**

*If the applicant is an organization, the applicant shall submit one (1) copy of a certificate of good standing from the Director of Commerce and Consumer Affairs that is dated no earlier than December 1, 2022.*

See attached [\(link\)](#).

#### **2. Declaration Statement**

*The applicant shall submit a declaration statement affirming its compliance with [Section 42F-103, Hawaii Revised Statutes](#).*

See attached [\(link\)](#).

#### **3. Public Purpose**

*The applicant shall specify whether the grant will be used for a public purpose pursuant to [Section 42F-102, Hawaii Revised Statutes](#).*

See attached [\(link\)](#).

### **II. Background and Summary**

*This section shall clearly and concisely summarize and highlight the contents of the request in such a way as to provide the State Legislature with a broad understanding of the request. Please include the following:*

#### *1. A brief description of the applicant's background;*

Livable Hawai'i Kai Hui (LHKH) was established as a 501(c)(3) non-profit organization in 2004. Prior to their establishment, Kamilo Nui Valley, the last agricultural valley in East Honolulu, faced threats of a new residential development. In an effort to preserve its agricultural heritage, the community joined together with the farmers of Kamilo Nui to stop urban sprawl. They learned about the East Honolulu Sustainable Communities Plan (EHSCP) and realized that the proposed residential lots would occur outside of the Urban Growth Boundary. With the community's support, the farmers of Kamilo Nui Valley were able to fend off urban encroachment and establish fair lease negotiations with the landowner.

During this time, Elizabeth Reilly, a resident of East Honolulu, posted a street banner that read, "What makes Hawai'i Kai livable?" and an email address. She received an overwhelming number of responses within two months that clearly signified a need for community organizing. Reilly realized that many of the issues presented by the community were addressed in the EHSCP, and they could be solved by simply upholding what is listed in the plan. As a result of this, she founded Livable Hawai'i Kai Hui. In 2006, she became a full-time volunteer for LHKH. Over the past 18 years, LHKH has operated with the help of community volunteers and professional advisors; they have no paid staff. Since their start they have helped the farmers of Kamilo Nui Valley remain on their farm lots, prevented the construction of vacation cabins along Kaiwi Coast, ensured public access to a part of Portlock Point, protected the historic sand dunes at Wāwāmalu, and acquired five different East Honolulu landscapes totaling 520 acres to protect their cultural and natural resources in perpetuity. These landscapes include Hāwea Heiau, Keawāwa Wetlands, Paiko Ridge, and the Kaiwi Coast Mauka Lands ([see Figure 1](#)). LHKH's mission is as follows.

*"To uphold the integrity of the East Honolulu Sustainable Communities Plan which sets guidelines for sensible development respectful of Hawaiian cultural and natural resources that make East Honolulu a unique place to live. Protection of land through stewardship or acquisition and community education and engagement."*

### **Kaiwi Coast: Mauka to Makai**

Beginning in the early 1970s, much of the Kaiwi Coastline faced serious threats of development into residential homes and beach resorts. The naturally rugged and pristine coastline would soon become overrun with traffic on Kalaniana'ole Highway and overcrowded with residents and visitors at the already popular beaches. The sensitive resources found along the Kaiwi Coast were at risk of deterioration from pollution and overuse. Through various efforts, the community persevered year after year and was able to protect almost all of the coastline, however, there was one missing piece. Prior to 2017, the Kaiwi Coast Mauka Lands remained the last privately owned land along the Kaiwi Coastline and was a continuous target for development. Livable Hawai'i Kai Hui knew they would have to purchase this land to finally create a contiguous protected landscape from mauka to makai for the Kaiwi Coast.

In 2017, LHKH acquired the Kaiwi Coast Mauka Lands for conservation ([see Figure 2](#)), putting an end to all future development plans for Kaiwi. These lands are made up of two parcels (TMKs 3-9-010:047 & 050) totaling 182 acres. One of the parcels is known as Queen's rise and is located across the road from the Makapu'u Lighthouse Trail. This parcel has a vast number of archaeological areas of interest. The second parcel, known as Mauuwai, sits behind the driving range at the Hawai'i Kai Golf Course and is adjacent to Kalama Valley. The City and County of Honolulu and the Trust for Public Land hold a conservation easement over these parcels ([Exhibit A](#)). The purpose of the easement is to "conserve, preserve and protect in perpetuity the natural and scenic

views, open scape, endemic plant habitats, and cultural and historic values of the Property.”

2. *The goals and objectives related to the request;*

**GOAL 1: Protect, conserve and restore the resources along Kaiwi Coastline, from mauka to makai**

Purchasing the Kaiwi Coast Mauka Lands ensures no future residential/resort development will occur along the Kaiwi Coastline, however, much more work is needed to conserve and restore the natural and cultural resources upon the land. The Mauka Lands are just a small piece of the entire coastline that needs restoration. The DLNR State Parks, the Division of Forestry and Wildlife, U.S. Fish & Wildlife Service, and various community non-profits have begun coastal habitat restoration along the Kaiwi Coast. LHKH has joined their restoration efforts and aims for continued collaboration to restore the entire coastline, from mauka to makai. In order to scale up the restoration activities, spaces that provide a gathering place to host volunteer groups in addition to storing necessary equipment and supplies are needed. The conservation easement allows for up to five acres of the Kaiwi Coast Mauka Lands “to be utilized for programs, services, and an interpretive center and other specified facilities in a manner that (a) preserves a sense of place within the Property and (b) perpetuates the Purpose of this Easement.” A possible interpretive center and storage structure will support stewardship activities for the Kaiwi Coast Mauka Lands in addition to the larger Kaiwi Coast landscape. It will be available for the many community, county, state, and federal partners to use for collaborative restoration efforts of the Kaiwi Coast.

- Objective: Purchase a 0.5-acre piece of land (a portion of TMK 3-9-010:054) adjacent to the trailhead at one of the Kaiwi Coast Mauka parcels ([see Figure 2](#)).
  - This parcel is a preferred location for a potential interpretive center with storage capacity. LHKH wants to avoid any construction on the Kaiwi Coast Mauka Lands so as not to compromise their natural and cultural value and to protect scenic views.
  - The owner has expressed interest in selling this 0.5-acre portion to LHKH for \$1,000,000. LHKH is asking for \$800,000 from the State and plans to fundraise for the remaining \$200,000 to collect private donations.
- Objective: Create a conceptual plan for a potential interpretive center on the 0.5-acre parcel.
  - LHKH will contract planning firm(s) to develop a community-based conceptual plan for the newly acquired parcel. This planning process will determine what is feasible on the land and what the community’s vision is, to the extent of the landscape’s capacity, for accessing the Kaiwi Coast Mauka Lands as well as supporting makai programs and ‘āina projects.
  - The \$45,000 request for conceptual planning includes preliminary architectural plans for the possible interpretive center.

**GOAL 2: Uphold the City’s East Honolulu Sustainable Communities Plan**



Key elements from the EHSCP of the community's vision for East Honolulu include (a) protecting scenic views, particularly the Kaiwi Scenic Shoreline, (b) providing and improving access to shoreline and mountain recreational areas, (c) promoting stewardship of natural and cultural resources, and (d) preserving significant historic, cultural, and archaeological features. Through land acquisition and the creation of a conceptual plan for a 0.5-acre parcel adjacent to the Kaiwi Coast Mauka Lands, LHKH will be implementing these priority actions described in the EHSCP.

Objective: Provide pono access to the Kaiwi Coast Mauka Lands.

- Through the purchase of a 0.5-acre parcel of land, LHKH will be able to provide interpretive programs to educate residents and visitors on the natural and historic value of the Kaiwi Coast. This will provide trail users with the knowledge on how to properly care for and respect the trail, the plants along the trail, and its archaeological features. It will also increase and improve accessibility to the Mauka Lands.
- The parcel will serve as a gathering place for volunteer groups helping to restore native plants along the trail and will be a secure and convenient location to store LHKH and other partners' equipment. It will also support the expansion of volunteer opportunities to protect resources along this coastline, mauka to makai.

Objective: Restore native plants at the trailhead.

- LHKH has already implemented native plant restoration programs across their various sites. They plan to incorporate similar restoration strategies on the 0.5-acre parcel which will serve as the trailhead for the Kaiwi Coast Mauka Lands.
- Native Hawaiian plants specific to the Kaiwi Coast, and those that have been identified in the Flora and Fauna Survey recently completed by AECOS, will be utilized. This grant application is requesting \$5,000 for the purchase of native seedlings. Some of these include:
  - 'Uhaloa (*Waltheria indica*)
  - 'A'ali'i (*Dodonaea viscosa*)
  - Wiliwili (*Erythrina sandwicensis*)

### 3. *The public purpose and need to be served;*

The undeveloped shoreline and mauka lands of the Kaiwi Coast, from Hanauma Bay to Makai Pier, draw thousands of residents and visitors each day to its vast array of activities. Visitors and local residents love to snorkel at Hanauma Bay, bodysurf at the famous Sandy Beach, climb up the Koko Crater Stairs, and hike to the Makapu'u Lighthouse. Fishermen slide bait along the entire coastline and pick limu and 'opihi against the crashing waves at Makapu'u. East Honolulu holds valuable recreational resources with hiking being one of the most popular activities. However, there is a lack of recreational trails along the Kaiwi Coast. A survey conducted in 2021 for the Statewide Comprehensive Outdoor Recreation Plan (SCORP) Update found that of the 1,847 Hawai'i residents who responded, ninety percent participated in hiking. When asked how their outdoor recreational experience could be improved, respondents

specified more trails and access to mauka lands and the need for trail facilities and maintenance.

It is clear that there is a need for more recreational activities along the Kaiwi Coast, from mauka to makai; as one can observe the parking lot at Sandy Beach, Makapu'u Lighthouse, and Makapu'u Beach overflowing with cars on any given weekend. With such a high number of users and little to no management, these sites along the Kaiwi Coast are unfortunately often faced with overuse and misuse of its resources. An example of this is the historic sand dunes at Wāwāmalu; illegal off-roading from beach goers caused serious destruction and erosion to the dunes. This was one area that LHKH along with other community partners succeeded in developing a preservation action plan for the City DPR to implement through the placement of large boulders along the side of the road, blocking vehicular access onto the dunes. However, more resources are needed to protect other sites facing similar issues along the Kaiwi Coast. There is a need for better management to prevent the overuse and misuse of natural resources, prevent the destruction of habitats of native and endangered species, and mitigate erosion. The survey in 2021 for the SCORP update found that both recreation providers and Hawai'i residents identified their number one priority for investment over the next five years as "the protection of natural and wildlife resources and wilderness areas." LHKH plans to provide better trail access and better resource management for the Kaiwi Coast Mauka Lands through the acquisition of a 0.5-acre parcel and the potential development of an interpretive center at the trailhead.

Whereas there is a strong need for recreational activities, there is also a need for more volunteer opportunities for Hawai'i's residents. Since recovering from the pandemic, people have been spending more time outdoors reconnecting with the natural environment. Many are taking this time to give back to Hawai'i through volunteer events at various cultural sites across the islands. Acquiring the 0.5-acre parcel will allow LHKH to provide an educational space for the community to implement restoration projects throughout the Kaiwi Coast Mauka Lands and support the makai programs and 'āina projects. This will give residents and visitors a chance to better connect with 'āina and have a more meaningful outdoor experience. It will also provide DLNR State Parks, DOFAW, DPR, FWS, and other respective NGOs with a site to utilize for their collaborative restoration activities.

These needs described above are also identified in the Hawai'i Tourism Authority's O'ahu Destination Management Action Plan (DMAP) for 2021 to 2024. This plan outlines goals, objectives, and actions to guide the direction of tourism over a three-year period. Some objectives/actions described in the plan include (1) creating positive contributions to the quality of life for O'ahu's residents, (2) supporting the maintenance, enhancement, and protection of O'ahu's natural resources, and (3) increasing opportunities for community-led initiatives that steward and manage these resources. The O'ahu DMAP also lists "hotspots," or areas that attract a significant amount of visitors, resulting in overcrowding, congestion, degradation of resources, and safety hazards. Of the 17 hotspots identified, four are located along the Kaiwi Coastline.

4. *Describe the target population to be served; and*

The actions proposed in this application will initially serve people of all ages (children to elders) from the East Honolulu, Kaimukī, and Waimānalo communities, which is made up of approximately 107,000 people (according to the 2020 U.S. Census). LHKH values community input and will engage all interested members of East Honolulu, Kaimukī and Waimānalo in the planning process for the 0.5-acre parcel. Through acquisition and planning for this piece of land, LHKH will provide the community with improved access to mauka trails. Trail users will be educated on respectful practices which will help to maintain and better manage the use of the trail to conserve, preserve, and protect it in perpetuity.

Residents throughout the State as well as visitors from around the world also frequent East Honolulu for its mountain and ocean recreational activities, including hiking. The objectives outlined in this application will provide visitors and all Hawai'i residents with increased trail access, better management of trails, and educational as well as volunteer opportunities for the Kaiwi Coast Mauka Lands that link to Kaiwi makai.

5. *Describe the geographic coverage.*

The land acquisition request for this grant application is a 0.5-acre portion of TMK 3-9-010:054, as shown in [Figure 2](#). The conceptual plan will also be for the same parcel. However, the planning itself will touch upon access to and stewardship of the 182 acres of the Kaiwi Coast Mauka Lands, with respect to the larger Kaiwi landscape. The planning process will open to all residents, with emphasis on the East Honolulu community.

**III. Service Summary and Outcomes**

*The Service Summary shall include a detailed discussion of the applicant's approach to the request. The applicant shall clearly and concisely specify the results, outcomes, and measures of effectiveness from this request. The applicant shall:*

1. *Describe the scope of work, tasks and responsibilities;*

Scope	Person/Party Responsible	Tasks
Secure funding for the purchase of 0.5 acres	LHKH	<ul style="list-style-type: none"> <li>- Develop outreach material</li> <li>- Outreach to community for the protection of the Kaiwi Coast Mauka Lands and adjacent land acquisition</li> <li>- Raise \$200,000 to accompany \$800,000 from the State to purchase the 0.5 acres</li> </ul>
Purchase the 0.5-acre	LHKH	- Effectively communicate with the

parcel		landowner through the buying/selling of the property
Contract planning services	LHKH	- Contract planning firm(s) that align with the mission of LHKH and values community input in the planning process
Develop a conceptual plan for the 0.5-acre parcel	LHKH and the contracted planning firm(s)	- LHKH with the assistance of the planning firm(s) to involve community members, stakeholders, landowners, and elected officials in the conceptual plan - Develop a conceptual plan based on the community's vision for a possible interpretive center at the start of the Kaiwi Coast Mauka Lands

2. *Provide a projected annual timeline for accomplishing the results or outcomes of the service;*

TASK	JUL 2023	AUG 2023	SEP 2023	OCT 2023	NOV 2023	DEC 2023	JAN 2024	FEB 2024	MAR 2024	APR 2024	MAY 2024	JUN 2024
Fundraise for remainder of funds												
Go into escrow for 0.5-acre parcel												
Close on the 0.5-acre parcel												
Contract planning firm(s)												
Develop draft conceptual plan												
Develop final conceptual plan												

3. *Describe its quality assurance and evaluation plans for the request. Specify how the applicant plans to monitor, evaluate, and improve their results; and*

LHKH plans to use quality assurance to ensure the success of the community planning process. They will establish standards for a conceptual plan that will be agreed upon by the contracted planning firm. They will conduct monthly coordination meetings with the planners to monitor the progress of the plan and ensure that the deliverables are accomplished on time. LHKH will also request feedback from the community involved in

the planning. This information will be used to evaluate the planning process and will be given to the planners to help improve their results.

The acquisition of the 0.5 acres will be evaluated based on the ability to successfully acquire the real property in fee simple.

4. *List the measure(s) of effectiveness that will be reported to the State agency through which grant funds are appropriated (the expending agency). The measure(s) will provide a standard and objective way for the State to assess the program's achievement or accomplishment. Please note that if the level of appropriation differs from the amount included in this application that the measure(s) of effectiveness will need to be updated and transmitted to the expending agency.*

The following measures of effectiveness will be reported at the end of the fiscal year 2024:

- 1) Scope: Did LHKH accomplish all its objectives? If not, why?
- 2) Schedule: Was LHKH able to hit its milestones on time? If not, how far behind schedule were they?
- 3) Budget: Did LHKH acquire the 0.5-acre parcel and complete a plan for it within budget? Was it over or under and by how much?
- 4) Evaluation: LHKH will submit a summary of their monitoring and evaluation notes throughout the project.
- 5) Volunteer/staff satisfaction: LHKH will gather feedback through surveys from their volunteers and staff members on their thoughts of the project and if it served the community's needs.
- 6) Quality: Based off the monitoring and evaluation, were any improvements made to the project? If so, what were they?

## **IV. Financial**

### **Budget**

1. *The applicant shall submit a budget utilizing the enclosed budget forms as applicable, to detail the cost of the request.*
  - a. *Budget request by source of funds (Link)*
  - b. *Personnel salaries and wages (Link)*
  - c. *Equipment and motor vehicles (Link)*
  - d. *Capital project details (Link)*
  - e. *Government contracts, grants, and grants in aid (Link)*
2. *The applicant shall provide its anticipated quarterly funding requests for the fiscal year 2024.*

Quarter 1	Quarter 2	Quarter 3	Quarter 4	Total Grant
\$412,500	\$212,500	\$112,500	\$112,500	\$850,000

3. *The applicant shall provide a listing of all other sources of funding that they are seeking for fiscal year 2024.*

- City GIA for \$197,120
- League of Women Voters of Honolulu Education Fund \$10,000
- State Operating GIA for \$188,000

4. *The applicant shall provide a listing of all state and federal tax credits it has been granted within the prior three years. Additionally, the applicant shall provide a listing of all state and federal tax credits they have applied for or anticipate applying for pertaining to any capital project, if applicable.*

Livable Hawai'i Kai Hui receives an annual tax exempt status for the lands they purchased for conservation.

5. *The applicant shall provide a listing of all federal, state, and county government contracts, grants, and grants in aid it has been granted within the prior three years and will be receiving for fiscal year 2024 for program funding.*

- Federal
  - \$33,000 for wetland enhancement through the Fish & Wildlife Service
- State
  - \$14,000 for native tree planting through the Kaulunani Urban and Community Forestry Program of the DLNR Division of Forestry and Wildlife

6. *The applicant shall provide the balance of its unrestricted current assets as of December 31, 2022.*

Balance of LHKH's unrestricted current assets: \$59,087.98

## **V. Experience and Capability**

### **1. Necessary Skills and Experience**

*The applicant shall demonstrate that it has the necessary skills, abilities, knowledge of, and experience relating to the request. State your experience and appropriateness for providing the service proposed in this application. The applicant shall also provide a listing of verifiable experience of related projects or contracts for the most recent three years that are pertinent to the request.*

Livable Hawai'i Kai Hui is made up of a diverse and dedicated team consisting of its Board of Directors, advisors, mentors, community advocates, cultural practitioners, science and business professionals, and youth advisors. The Board of Directors are its own diverse mix of neighborhood board members, a former district chair, a University of Hawai'i professor, local business owners, and more. With such different backgrounds, they provide a wide range of experiences for any projects LHKH takes on.

LHKH has had 18 years of experience working with the community. They have contracted planning companies for various projects and have led previous planning efforts and organized the community during the creation of the Maunalua-Makapu'u State Scenic Byway Management Plan. Over these years, LHKH has developed strong relationships with many community members, landowners, business owners, stakeholders, and elected officials in the East Honolulu area. They will know how to engage and connect with the residents and involve them in the planning process. LHKH's members themselves also are familiar with the process of creating a conceptual plan and are aware of what is needed of them to complete a successful plan for the 0.5-acre parcel.

Since 2004, LHKH has acquired over 500 acres of land through extensive networking, communication with landowners, and fundraising. They have raised millions of dollars through grants and donations to purchase five parcels of land in East Honolulu. They have the connections and experience necessary to fundraise for the additional \$200,000 needed to purchase the 0.5-acre parcel of land, as they already have significant support from the community from their extensive list of successful projects that have protected and preserved valuable areas in East Honolulu.

Related projects in the past three years:

- **Kaiwi Explorations programs (ongoing):** LHKH hosts guided educational hikes through the Kaiwi Mauka Lands. Participants have the opportunity to learn about the natural and cultural resources of the area. Members of LHKH have become familiar with the natural landscape of these lands through discussions with individuals with specific knowledge of the resources.
- **Vegetation management (ongoing):** LHKH members in consultation with botanists lead community volunteers in targeted control and elimination of invasive plant species in the Kaiwi Coast Mauka Lands.
- **Implementation of the Maunalua-Makapu'u State Scenic Byway Corridor Management Plan (ongoing):** LHKH assisted with the development of a Corridor Management Plan with the purpose of preserving and protecting the natural, cultural, scenic, and recreational resources along the coastline, mauka to makai, from Hawai'i Kai to Makai Pier in Waimānalo. Since its completion, LHKH has begun to implement key elements of the plan including the example below.
  - **Wāwāmalu sand dunes (2021):** LHKH worked with community members, neighborhood boards, nearby community organizations, the City and the State to protect the historic sand dunes at Wāwāmalu Beach from illegal off-roading. Large boulders were placed along the road to prevent vehicular access on and around the dunes.

- **Update to the East Honolulu Sustainable Communities Plan (2022):** LHKH with the technical assistance of a local community planning firm led a planning effort to review and gather comments to the update of the East Honolulu Sustainable Communities Plan (EHSCP). They brought together residents, community organizations, businesses, landowners, and elected officials to propose revisions of key elements of the EHSCP, including a vision for East Honolulu.
- **Paiko Ridge (2022):** LHKH raised \$3 million to purchase nearly 335 acres of Paiko Ridge (which included a residential-zoned parcel in the back of Kuli'ou'ou Valley) to protect it from future development and preserve its historic, cultural, and natural landscape.

## 2. Facilities

*The applicant shall provide a description of its facilities and demonstrate its adequacy in relation to the request. If facilities are not presently available, describe plans to secure facilities.*

Livable Hawai'i Kai Hui owns five parcels of land in fee-simple across East Honolulu; they include Paiko Ridge (two parcels), Keawāwa Wetland and Hāwea Heiau Complex, and the Kaiwi Coast Mauka Lands (two parcels). They also lease a three-acre parcel in Kamilo Nui Valley, which contains off-site storage for LHKH's equipment. The wetland and heiau complex have a traditional Hawaiian hale to host volunteers, meetings, classes, and workshops. If this capital request is funded, LHKH would utilize the 0.5 acres to create an interpretive center, designed in a manner consistent with the adjacent community and appropriate for the site, at the trailhead leading into the Kaiwi Coast Mauka Lands.

## **VI. Personnel: Project Organization and Staffing**

### 1. Proposed Staffing, Staff Qualifications, Supervision and Training

*The applicant shall describe the proposed staffing pattern and proposed service capacity appropriate for the viability of the request. The applicant shall provide the qualifications and experience of personnel for the request and shall describe its ability to supervise, train and provide administrative direction relative to the request.*

In the past, the Executive Board has supervised all contracted workers hired for their services such as planning, implementing a native tree planting program, and running a wetland enhancement program. They will again oversee the contracted planning company for this capital project. They will also lead out the fundraising and continue conversations with the landowner of the 0.5-acre parcel until the purchase can be made. Since LHKH was founded, the board has had experience raising millions of dollars to purchase five parcels of land in East Honolulu. They also have learned how to effectively communicate with various landowners, City and State officials, and community members. The President of LHKH, Elizabeth Reilly, has a background in



advertising and marketing for residential developers, with a degree in marketing. She is also a member of various organizations such as the Hawai'i Island Land Trust, Hawai'i Kai Neighborhood Board, and the Climate Ready O'ahu Community Advisory Hui for the Office of Climate Change, Sustainability and Resiliency.

## **2. Organization Chart**

*The applicant shall illustrate the position of each staff and line of responsibility/supervision. If the request is part of a large, multi-purpose organization, include an organization chart that illustrates the placement of this request.*

Currently Livable Hawai'i Kai Hui has no paid staff. Short-term contracted positions all fall under the supervision of the Founder and President of LHKH, Elizabeth Reilly.

## **3. Compensation**

*The applicant shall provide an annual salary range paid by the applicant to the three highest paid officers, directors, or employees of the organization by position title, not employee name.*

LHKH has no paid staff, however, they hope to hire four part-time paid positions next year with pending funds from a City GIA and a State Operating GIA to assist with stewardship programs.

## **VII. Other**

### **1. Litigation**

*The applicant shall disclose any pending litigation to which they are a party, including the disclosure of any outstanding judgement. If applicable, please explain.*

Not applicable.

### **2. Licensure or Accreditation**

*The applicant shall specify any special qualifications, including but not limited to licensure or accreditation that the applicant possesses relevant to this request.*

Members of Livable Hawai'i Kai Hui include area practitioners and cultural advisors who work closely with the Board of Directors to ensure that their projects and information they share with the community is from a Hawaiian cultural approach. LHKH's knowledge of historical and cultural sites and stories comes from Hawaiian individuals with ties to the specific area.

### **3. Private Educational Institutions**

*The applicant shall specify whether the grant will be used to support or benefit a sectarian or non-sectarian private educational institution. Please see [Article X, Section 1, of the State Constitution](#) for the relevance of this question.*

This grant will NOT be used to support or benefit a sectarian or non-sectarian private educational institution.

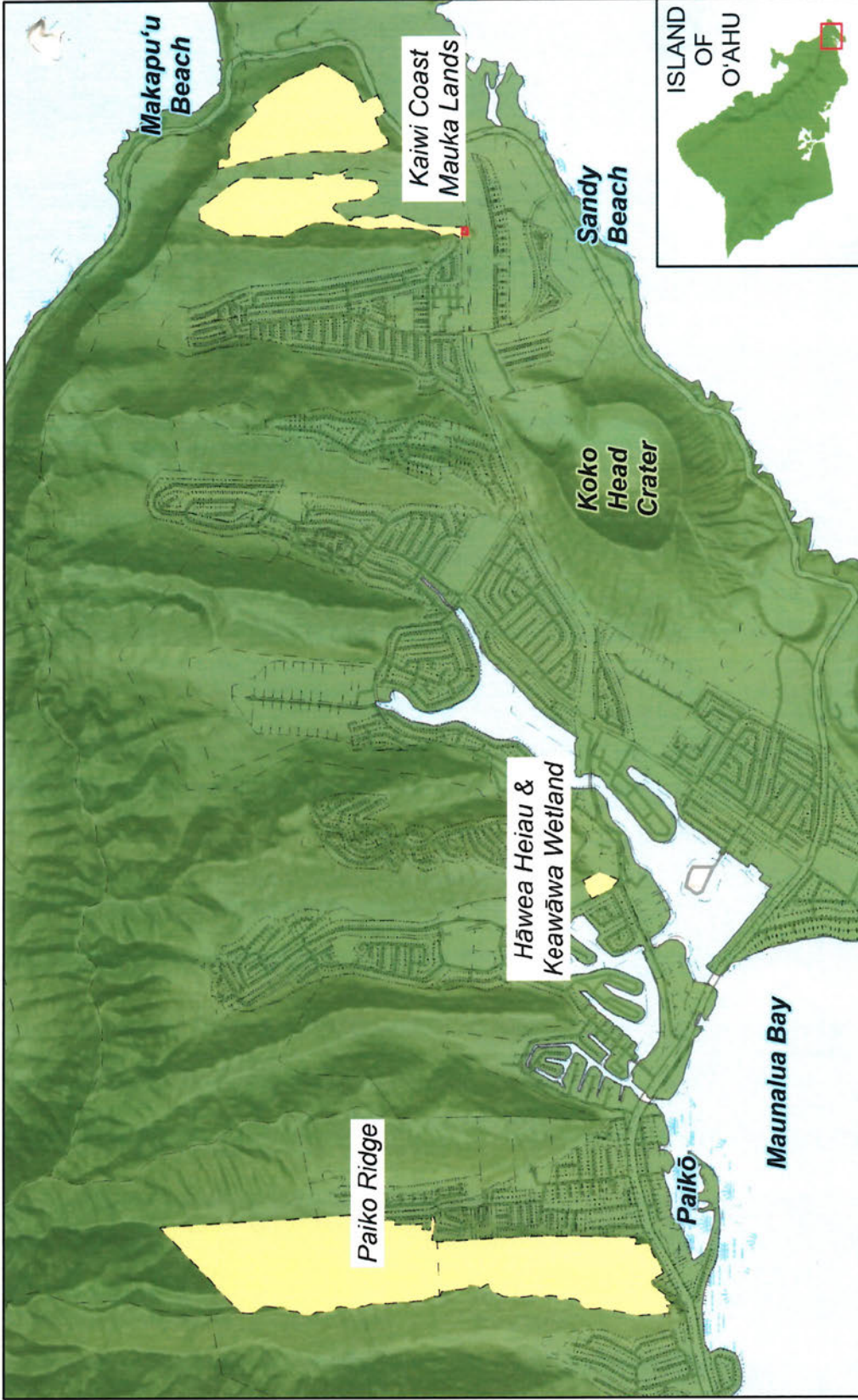
### **4. Future Sustainability Plan**

*The applicant shall provide a plan for sustaining after fiscal year 2023-24 the activity funded by the grant if the grant of this application is:*

- (a) Received by the applicant for fiscal year 2023-24, but*
- (b) Not received by the applicant thereafter.*

Since 2004, LHKH has raised millions of dollars to acquire over 500 acres of land in East Honolulu for its conservation and protection. Despite inconsistent funding, they have been successful in their land acquisitions, planning efforts, and stewardship programs due to a strong support from the community and maintenance of a low operating cost. LHKH's members have donated endless hours of their own time to accomplish every single one of their objectives. Despite plans to hire part-time staff through a City and State Operating GIA, LHKH will still be primarily run by its volunteer members and will continue to keep costs low. LHKH also hopes to increase private donations and volunteer opportunities through the development of a Kaiwi Coast Mauka to Makai website. This website will be used as a platform to reach wider audiences and increase awareness, support, and funding for future goals and projects.

LHKH also has the option of charging a fee to group users of the Kaiwi Coast Mauka Lands which would be utilized to support stewardship program operations. In the easement attached as [Exhibit A](#), it states that "prohibited commercial activities shall NOT include programs and activities on the Property that promote the Purpose of this Easement." This allows LHKH to offer activities with a nominal fee so long as they support the conservation of the natural views, open space, endemic plant habitats, and the cultural and historical values of those lands. This would potentially supply LHKH with a sustainable source of funding to cover operating costs for the organization.



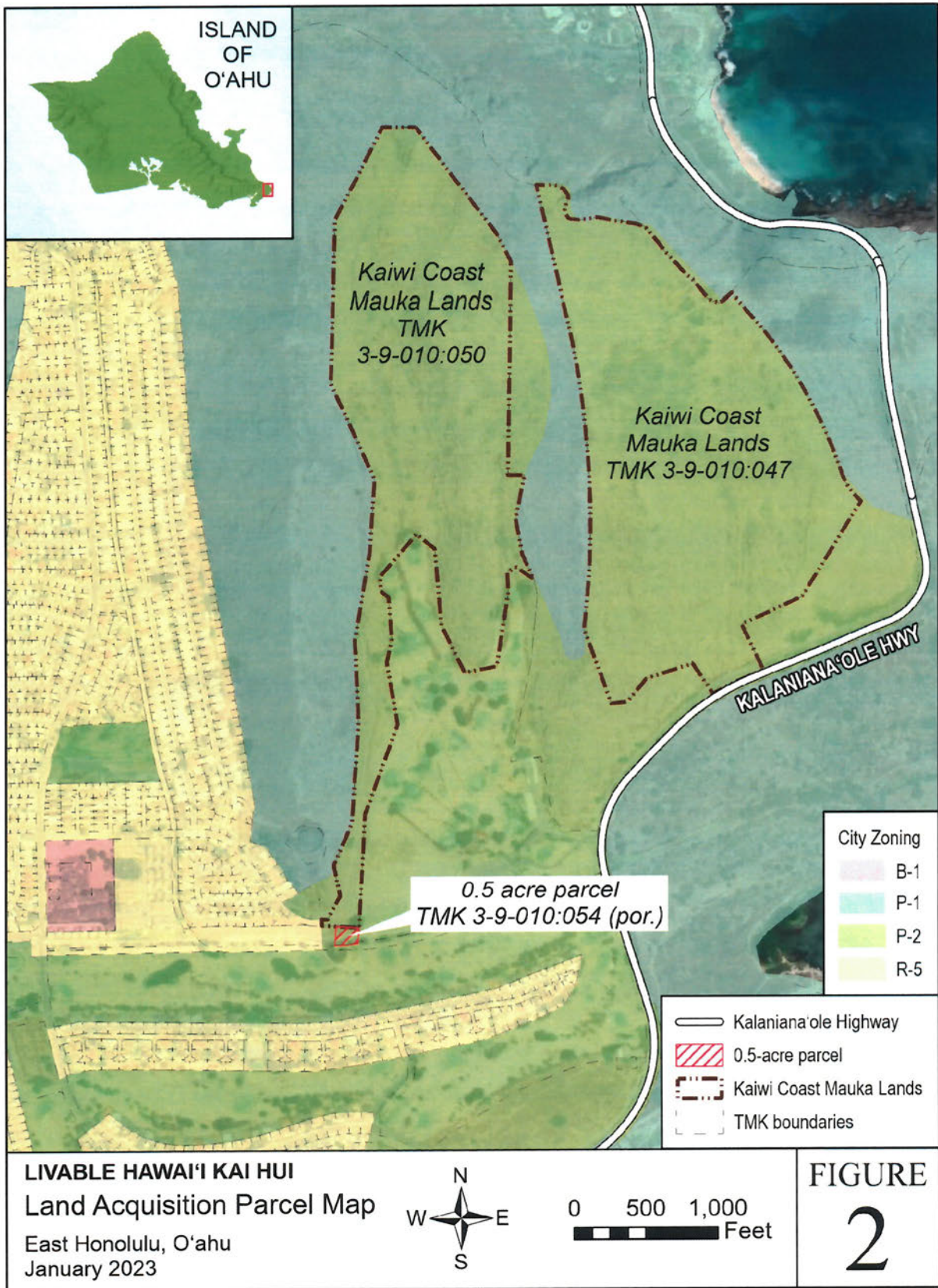
**FIGURE 1**

0 2,500 5,000 Feet

0.5-acre parcel  
 LHKH lands  
 TMK boundaries



**LIVABLE HAWAI'I KAI HUI**  
**Property Ownership Map**  
 East Honolulu, O'ahu  
 January 2023



## BUDGET REQUEST BY SOURCE OF FUNDS

Period: July 1, 2023 to June 30, 2024

Applicant: Livable Hawai'i Kai Hui

BUDGET CATEGORIES	Total State Funds Requested (a)	Total Federal Funds Requested (b)	Total County Funds Requested (c)	Total Private/Other Funds Requested (d)
<b>A. PERSONNEL COST</b>				
1. Salaries	74,000		36,600	
2. Payroll Taxes & Assessments	6,000		2,800	
3. Fringe Benefits				
<b>TOTAL PERSONNEL COST</b>	<b>80,000</b>		<b>39,400</b>	
<b>B. OTHER CURRENT EXPENSES</b>				
1. Planning services	99,000		99,000	
2. Fence installation			15,000	10,000
3. Website development			20,000	
4. Cultural resource educator			15,000	
5. Program activity supplies			5,000	
6. Grant administrator fees	9,000		3,720	
7.				
8.				
9.				
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20.				
<b>TOTAL OTHER CURRENT EXPENSES</b>	<b>108,000</b>	<b>0</b>	<b>157,720</b>	<b>10,000</b>
<b>C. EQUIPMENT PURCHASES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>D. MOTOR VEHICLE PURCHASES</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>E. CAPITAL</b>	<b>850,000</b>	<b>0</b>	<b>0</b>	<b>0</b>
<b>TOTAL (A+B+C+D+E)</b>	<b>1,038,000</b>	<b>0</b>	<b>197,120</b>	<b>10,000</b>
<b>SOURCES OF FUNDING</b>		Budget Prepared By:		
(a) Total State Funds Requested	1,038,000	Elizabeth Reilly (808) 864-8081		
(b) Total Federal Funds Requested	0	Name (Please type or print) Phone		
(c) Total County Funds Requested	197,120	<i>Elizabeth C. Reilly</i>		
(d) Total Private/Other Funds Requested	10,000	Signature of Authorized Official Date		
<b>TOTAL BUDGET</b>	<b>1,245,120</b>	Elizabeth Reilly, President Name and Title (Please type or print)		

### BUDGET JUSTIFICATION - PERSONNEL SALARIES AND WAGES

Period: July 1, 2023 to June 30, 2024

Applicant: Livable Hawai'i Kai Hui

POSITION TITLE	FULL TIME EQUIVALENT	ANNUAL SALARY A	% OF TIME ALLOCATED TO GRANT REQUEST B	TOTAL STATE FUNDS REQUESTED (A x B)
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
				\$ -
<b>TOTAL:</b>				\$ -
<b>JUSTIFICATION/COMMENTS:</b> Livable Hawai'i Kai Hui is not requesting funding for salaries and wages in this capital grant application. Salary requests were included in the operating grant application.				

# BUDGET JUSTIFICATION - EQUIPMENT AND MOTOR VEHICLES

Period: July 1, 2023 to June 30, 2024

Applicant: Livable Hawaii Kai Hui

DESCRIPTION EQUIPMENT	NO. OF ITEMS	COST PER ITEM	TOTAL COST	TOTAL BUDGETED
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
<b>TOTAL:</b>				

**JUSTIFICATION/COMMENTS:** Livable Hawaii Kai Hui has no funding requests for equipment.

DESCRIPTION OF MOTOR VEHICLE	NO. OF VEHICLES	COST PER VEHICLE	TOTAL COST	TOTAL BUDGETED
			\$ -	
			\$ -	
			\$ -	
			\$ -	
			\$ -	
<b>TOTAL:</b>				

**JUSTIFICATION/COMMENTS:** Livable Hawaii Kai Hui has no funding requests for motor vehicles.

# BUDGET JUSTIFICATION - CAPITAL PROJECT DETAILS

Period: July 1, 2023 to June 30, 2024

Applicant: Livable Hawaii Kai Hui

FUNDING AMOUNT REQUESTED						
TOTAL PROJECT COST	ALL SOURCES OF FUNDS RECEIVED IN PRIOR YEARS		STATE FUNDS REQUESTED	OTHER SOURCES OF FUNDS REQUESTED	FUNDING REQUIRED IN SUCCEEDING YEARS	
	FY: 2021-2022	FY: 2022-2023	FY: 2023-2024	FY: 2023-2024	FY: 2024-2025	FY: 2025-2026
PLANS			45000			
LAND ACQUISITION			800000			
DESIGN						
CONSTRUCTION						
EQUIPMENT			5000			
<b>TOTAL:</b>			<b>850,000</b>			

**JUSTIFICATION/COMMENTS:** Livable Hawaii Kai Hui aims to purchase a 0.5-acre parcel adjacent to the Kaiwi Coast Mauka Lands, which they already own. This parcel will serve as a trailhead and be the location of a possible interpretive center to host stewardship efforts in the Mauka Lands. The property is listed for sale for \$1,000,000; Livable Hawaii Kai Hui is requesting \$800,000 and will raise the remainder of the funds. On the conservation easement over the Kaiwi Coast Mauka Lands, LHKH may designate up to 5 acres for an interpretive center. Planning funds are needed to develop a plan for the 0.5-acre parcel to determine what is feasible and what this possible center would look like. The \$5,000 for equipment is for the purchase of native plants.



**GOVERNMENT CONTRACTS, GRANTS, AND / OR GRANTS IN AID**

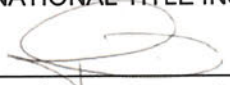
Applicant: Livable Hawai'i Kai Hui

Contracts Total: 47,000

	<b>CONTRACT DESCRIPTION</b>	<b>EFFECTIVE DATES</b>	<b>AGENCY</b>	<b>GOVERNMENT ENTITY (U.S./State/Hawaii/ Honolulu/ Kauai/ Maui County)</b>	<b>CONTRACT VALUE</b>
1	For wetland enhancement	10/1/2019 to 9/30/2024	Fish & Wildlife Service	U.S.	33,000
2	For native tree planting through the Kaulunani Urban and Community Forestry Program	8/1/2020 to 9/1/2021	DLNR Division of Forestry and Wildlife	State	14,000
3					
4					
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17					
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19					

# Exhibit A

THIS IS TO CERTIFY THAT THIS IS A TRUE AND  
CORRECT COPY OF THE ORIGINAL RECORDED  
03/31/2017 AT 8:01 A.M. AS  
DOCUMENT NO. A-62990430  
FIDELITY NATIONAL TITLE INSURANCE COMPANY

  
By: Henson Balais, Its Escrow Assistant

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( X ) Pickup ( ) To:

RS2

Department of the Corporation Counsel  
Attn: Clean Water and Natural Lands Program:  
(Regarding Ka Iwi Coast Mauka Lands)  
530 S. King Street, Room 110  
Honolulu, HI 96813

FNTIC 1603107855

TOTAL PAGES: 27

TMKs: (1) 3-9-010:047 and (1) 3-9-010:050

Total No. of Pages: 23

## GRANT OF CONSERVATION EASEMENT

This Grant of Conservation Easement ("Easement") is made this 31st day of March, 2017 by and between Livable Hawaii Kai Hui, a Hawaii nonprofit corporation whose mailing address is P.O. Box 25493, Honolulu, HI 96825-0493 ("Grantor" or "Owner"), The Trust for Public Land a California nonprofit corporation, whose mailing address is 1003 Bishop Street Suite 740, Honolulu Hawaii, 96813 ("Administrative Holder"), and the City and County of Honolulu, a municipal corporation of the State of Hawaii, 530 South King Street, Honolulu, Hawaii 96813 ("Co-Holder", and together with Administrative Holder collectively referred to as "Grantees" or "Holders").

## RECITALS

WHEREAS, Grantor is the fee simple owner of all of those certain parcels of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 4475,

Land Commission Award 7713, Apana 30 to Victoria Kamamalu) situate, lying and being at Maunaloa, City and County of Honolulu, Island of Oahu, State of Hawaii, being LOT 3 of "Mauuwai", bearing TMK: (1) 3-9-010:047, and LOT A of "Queen's Rise", bearing TMK: (1) 3-9-010:050, more specifically described in Exhibit "A" attached hereto and made a part hereof ("the Property"); and

WHEREAS, the sources of funding for Grantor's acquisition of the Property and securing this Easement came through public and private funding sources as more particularly described in Exhibit "B" attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantees recognize the natural, scenic views, open space, endemic plants habitats, cultural, and historic importance of the Property as generally described in Exhibit "C" attached hereto and made a part hereof; and

WHEREAS, Grantor and Grantees collectively desire to conserve, preserve, and protect in perpetuity the natural, scenic views, open space, endemic plants habitats, cultural, and historic values of the Property; and

WHEREAS, Grantor intends to establish a management plan to ensure the conservation, preservation, and protection of the natural, scenic views, open space, endemic plants habitats, cultural, and historic values the Property; and

WHEREAS, Grantor and Grantees understand that in establishing a management plan it will take time and resources to conduct the necessary studies and surveys concerning the lands and their natural, scenic views, open space, endemic plants habitats, the archaeological and cultural, historic features of the Property; and the best feasible means of ensuring the conservation, preservation, and protection of all these elements concerning the Property; and

WHEREAS, Grantor and Grantees desire to establish this conservation easement as the primary foundation to perpetuate the conservation, preservation, and protection of the natural, scenic views, open space, endemic plant habitats, cultural, and historic values of the Property.

#### **AGREEMENT**

NOW, THEREFORE, in consideration of Co-Holder providing to Grantor a portion of the funding source for Grantor's acquisition of the Property, subject to the terms, covenants and conditions of this Easement and conditioned on the granting of this Easement to Holders, together with other good and valuable consideration, the adequacy and receipt of which are hereby acknowledged, and the covenants, terms, conditions, and restrictions contained herein, Grantor hereby grants, creates, conveys, and establishes a perpetual conservation easement for and in favor of Grantees, severally, including each of their successors and assigns, upon the Property, which shall run with the land and be binding upon Grantor, including its successors and assigns, and shall remain in full force and effect forever, with the following terms, covenants, conditions and restrictions:

## COVENANTS AND RESTRICTIONS

### A. Purpose and Declaration.

Grantor and Grantees affirm that the Property shall be managed and utilized in a manner consistent with this Easement. Grantor and Grantees agree that the purposes of this Easement are to conserve, preserve and protect in perpetuity the natural and scenic views, open space, endemic plant habitats, and cultural and historic values of the Property in perpetuity (sometimes referred to herein as the "Purpose").

Grantor agrees to establish a viable land management plan in the manner as set forth below in Section B.2. for said Property to be managed by Grantor in coordination with and oversight by Grantees.

For all the purposes set forth in herein, Grantor hereby declares and agrees that the Property is and shall be in perpetuity dedicated to the conservation, preservation, and protection of the natural and scenic views, open space, endemic plant habitats, and cultural and historic elements of the Property and shall be held, maintained, utilized, operated, or otherwise managed by the Grantor, its successors and assigns, in a manner consistent with the law, and further subject to the declarations, covenants, conditions and restrictions as set forth in this Easement. This Easement shall run with the Property in perpetuity.

### B. Use of the Property.

1. *Compliance with the Law and Easement.* Grantor acknowledges and agrees to use the Property in a manner consistent with all federal, state, and county laws including, without limitation, land use and zoning laws, rules, and regulations, (collectively referred to herein as the "law") and further subject to the declarations, covenants, conditions, and restrictions set forth in this Easement.

2. *Land Management Plan.* Grantor agrees to develop, at its sole cost and expense, a written land management plan for the Property ("Management Plan") in accordance with the following parameters.

a. Timing. Grantor shall develop the Management Plan, and shall have obtained Grantees' approval for said Management Plan, within three (3) years from the Effective Date. Any extension of the deadline for the Management Plan shall require the written approval of the Administrative Holder. In developing the Management Plan, Grantor agrees to consult with the Holders during all major phases in the development of the Management Plan. The final adoption of the Management Plan shall be by consensus involving Grantor and Grantees, with Grantees having final approval. Grantees' review and approval of the Management Plan shall be exercised in good faith with timely diligence. The failure or inability of the Parties to agree on, or of Holders to timely or in good faith review and approve, the Land Management Plan shall not invalidate this Easement.

b. Management Plan Elements. The following baseline surveys and studies and plans for the Property shall comprise the Management Plan ("Elements").

i. The baseline elements of the Management Plan shall be comprised of the following baseline studies and surveys to the extent that resources permit:

1. The Ka Iwi Coast Mauka Lands Conservation Easement Baseline Documentation Report ("Baseline Report") on file at the office of the Administrative Holder that describes the current state and uses of the Property, and the specific Important Values of the Property, as set forth in Exhibit C attached hereto and made a part hereof. Owner and Holders acknowledge that this Baseline Report accurately represents the condition of the Property at the time of this conveyance and may be used by the Holders in monitoring future uses of the Property, in documenting compliance with the terms of this Easement and in any enforcement proceeding. This Baseline Report, however, is not intended to preclude the use of other information and evidence to document the present condition of the Property in the event of a future controversy;

2. A terrestrial flora and fauna survey;
3. Archaeological, cultural, and historic survey; and
4. A Phase 1 environmental site assessment.

These baseline studies and surveys shall form the basis upon which the following plans shall be developed:

ii. Plan for the conservation, preservation, and protection of the natural, scenic views, open space, endemic plants habitats, cultural, and historic elements and values of the Property.

iii. Plan for securing the Property to the extent feasible.

iv. Plan for restoration, to the extent applicable, of any discovered archaeological, cultural, or historic features that may be discovered during the baseline studies and surveys period.

v. Plan for the restoration and propagation of endemic plant species.

vi. Plan for the reception of and protocols regarding Hawaiian cultural practitioners who wish to access the Property to engage in their cultural and religious practices and beliefs.

vii. Guidelines and standards for the possible establishment in the future of any interpretive center within an area of up to five (5) contiguous acres appropriately designated within the Property; cultural structures, interpretive trails, educational programs, and other community access opportunities, all of which must (a) preserve the sense of place within the Property and (b) promote the conservation, preservation, and protection of the natural, scenic views, open space, endemic plants habitats, cultural, and historic elements and values of the Property. These five (5) acres are further described in Section C.4. below.

viii. Plan for Managing Public Access Days. The Management Plan will include a plan for public access to the Property for at least four (4) specified days per year to further the purpose of this Easement, provided the plan of access includes the following minimum requirements: (1) safe access to the Property and safety best practices for all general public participants and volunteers shall be given the highest priority; (2) conservation, preservation, and protection of the natural, scenic views, open space, endemic plants habitats, cultural, and historic elements and values of the Property during all planned general public access activities shall be paramount with the establishment of proper trail systems and buffer zones; and (3) printed access guidelines and rules to educate the general public on such safety and conservation measures shall be posted or provided while public participants access the Property.

From the Effective Date until the adoption of the Management Plan, Grantor will use best efforts to establish reasonable interim safe access and conservation measures, and will provide at least one (1) public access day in 2017, and at least two (2) public access days from 2018 until the adoption of the Management Plan or 2019 whichever first occurs. Starting in 2019 Grantor will provide at least four (4) public access days whether or not the Management Plan has been adopted. Until the adoption of the Management Plan, Grantor shall provide Grantees with notice of its selected annual public access days before each annual anniversary of the Effective Date.

ix. Plan for added roads, trails, utilities, and buildings/structures.

c. Management Plan Review and Adoption. The standards and guidelines under which the parties agree to review and ultimately adopt by consensus the Management Plan are as follows:

- i. The Management Plan must fulfill the Purpose of this Easement.
- ii. The Management Plan shall include all of the Elements.
- iii. The Management Plan shall include a projected cost of management.

iv. The Management Plan shall incorporate the Important Values of the Property as set forth in Exhibit C.

d. Annual Report. Grantor shall provide Holders with a copy of each annual report it submits to the State Legacy Land Conservation Program, promptly upon such submittal. In its annual report, Grantor will include the dates of the public access days, and any additional access opportunities provided by Grantor. Each annual report shall also detail any requests received for community access described in Section B.3., below, and shall specify Grantor's response to, and handling of, each such request for community access in sufficient detail to demonstrate Grantor's best efforts to accommodate such requests. Grantor's annual written report will assist Holders to monitor compliance with this Easement and will not create significant additional work for Grantor.

e. 10-Year Review. Grantor shall review The Management Plan at least every ten (10) years commencing from the adoption of the Management Plan. Owner shall not engage in any action that materially deviates from the Management Plan unless adopted by consensus among the parties hereto.

3. *Accommodation of Community Access Requests.* In addition to at least four (4) public access days per year described in Section B.2.b.viii. above, Owner will use best efforts to accommodate requests for additional volunteer work days, or educational or cultural visits to the Property by community members and groups as requested, and as Owner's resources, safe access, and physical conditions of the land allow.

C. Restrictions in Use of the Property.

The following activities and uses are prohibited or restricted unless an exception is expressly provided in writing:

1. *Land Use and Zoning Restrictions.* Grantor shall not use the Property in any manner inconsistent with this Easement, including without limitation all of its declarations, covenants, conditions, and restrictions, as well as all other applicable federal, state and county land use and zoning restrictions that apply to the Property.

2. *Subdivision.* Grantor shall not seek to subdivide the Property.

3. *Dwelling or Lodging Units, Cabins.* Grantor shall not construct any dwelling unit or lodging unit, including cabins or other temporary lodging, on the Property.

4. *Commercial Activities.* Grantor shall not engage in any commercial activities on the Property, except that Grantor may conduct film and photography conducted in a manner not inconsistent with the Purpose and that does not disturb the conservation, preservation, and protection of the natural, scenic views, open space, endemic plants habitats, cultural, and historic elements and values of the Property. Prohibited commercial activities shall not include programs and activities on the Property that

promote the Purpose of this Easement. Grantor may also designate up to five (5) acres within the Property that may be utilized for programs, services, and an interpretive center and other specified facilities in a manner that (a) preserves a sense of place within the Property and (b) perpetuates the Purpose of this Easement. The set aside of this 5-acre area and its precise location and uses shall require advance written approval by Holders, and shall be consistent with the terms of Section B.2. b.vii. above, and, upon such approval, any activity within the designated area consistent with such approval shall not be treated as commercial activities under this Section C.4.

5. *Entrance fees.* No fees shall be charged for entrance or admission to the Property. Entrance fees shall not include nominal fees or donations associated with programs and materials provided by Grantor.

6. *Agriculture Activities:* Grantor shall not engage in any agriculture activities on the Property, except to the extent that such agriculture activity is in support of the Purpose of this Easement, and is detailed, and approved, in the Management Plan.

7. *Recreational:* Grantor shall not use the Property for golf course or any outdoor recreation facility.

8. *Social and Civic Service:* Grantor shall not use the Property for cemeteries and columbaria, hospitals, prisons, or universities or colleges.

9. *Up-Zoning:* Grantor shall not seek any higher zoned use than the present zoning of the Property.

10. *Mineral extraction:* Grantor shall not engage in any mineral extraction activities on the Property.

**D. Affirmative Rights Conveyed to Holders.**

Administrative Holder shall ensure Owner's compliance with this Easement, including without limitation, the declarations, covenants, conditions, and restrictions set forth in this Easement. Administrative Holder shall monitor and enforce this Easement.

1. *Administrative Holder's and Co-Holder's Rights and Obligations.* The Administrative Holder shall have the responsibility for the stewardship and monitoring of this Easement, determining if a violation has occurred, and for considering and replying to all approval requests pursuant to the Easement. These duties may be fulfilled directly by the Administrative Holder or its agent or the Administrative Holder may request that Co-Holder fulfill these duties, and Co-Holder shall have the right to agree or not agree to such request in Co-Holder's sole and absolute discretion. The Administrative Holder will share with Co-Holder monitoring and stewardship information, including but not limited to written notices to Administrative Holder and monitoring reports.

As between Administrative Holder and Co-Holder, Administrative Holder is responsible for any costs incurred in enforcing the terms of this Easement, including any attorney's fees and any costs of suit. Administrative Holder can recover costs from Owner or a third party as described in Holder's Remedies below. The Administrative Holder and Co-



Holder shall make good faith effort to determine a unified course of action should a potential or actual violation of the easement arise.

Co-Holder shall consider and reply to all approval requests under the Easement that also require Co-Holder's approval in addition to Administrative Holder's approval. Co-Holder shall have the right, but not the obligation, to enforce the terms of the Easement if the Administrative Holder becomes unable or refuses to enforce the Easement, or if the Co-Holder in its sole discretion finds that the Administrative Holder's enforcement action or consent fails to protect the Purpose of the Easement. Co-Holder shall notify Owner in writing in accordance with Section F.4. of such determination in advance of exercising its rights under Section F.4. below. In such cases, as between Administrative Holder and Co-Holder, Co-Holder is responsible for any costs incurred in enforcing the terms of the Easement, including attorney's fees and any costs of suit. In such event, Co-Holder's actions are in its capacity as Co-Holder and do not constitute an undertaking of the Administrative Holder role.

2. *Protection.* Holders have the right jointly and individually to preserve and protect in perpetuity, to prevent any use of, or activity on, the Property that will significantly impair or interfere with the Purpose.

3. *Access.* Subject to the limitations set forth below, Holders or their agents have the right to enter the Property for the purpose of making inspections to monitor compliance with this Easement and for enforcement purposes:

a. Annual Monitoring. Upon fourteen (14) days prior Notice to Owner (in the manner set forth set forth in Section F.4.), and without unreasonably interfering with Owner's use of the Property, Holders have the right to enter upon the Property, at reasonable times and in a reasonable manner in order to monitor Owner's compliance with, and otherwise enforce the terms of, this Easement; provided that in the absence of evidence which gives Holders a reasonable basis to believe there has been a violation of the provisions of this Easement (which evidence shall be made available to Owner at the time of such Notice and request to enter the Property), such entry shall not occur more often than once per year.

b. Emergency Entry. Where Holders have a reasonable belief that there is a significant and imminent threat to the Purpose, each of the Holders has the right to enter the Property without notice. However, where time permits, Holders shall make good faith efforts to provide at least twenty-four hours' Notice to Owner in the manner set forth in Section F.4. for emergencies.

4. *Enforcement.* Holders have the right to enforce this Easement and the covenants and restrictions herein, including, but not limited to, the right to enjoin any use of, or activity on, the Property that is inconsistent with the Purpose of this Easement, and to require the restoration of such areas or features of the Property as may be damaged by uses or activities inconsistent with the provisions of this Easement.

- a. Notice of Violation, Corrective Action, Opportunity to Cure. If Holders collectively determine that Owner is in violation of the terms of this Easement or that a violation is threatened, Holders shall give written Notice to Owner (in the manner set forth in Section F.4.) of such violation and may demand corrective action sufficient to cure the violation (within the permitted time periods set forth in Section F.4.) and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the Purpose of this Easement, require Owner to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Holders.
- b. Owner's Failure to Cure. Holders may bring an action as provided in this Section if Owner:
  - i. Fails to cure the violation within thirty (30) days after receipt of Notice thereof from Holders; or
  - ii. Under circumstances where the violation cannot reasonably be cured within the thirty (30) day period, fails to begin curing such violation within the thirty (30) day period and fails to continue diligently to cure such violation until finally cured.

5.  *Holders' Remedies; Damages.*

Subject to the limitations set forth in Section F.1., Holders' rights and remedies identified in this Section apply equally in the event of either actual or threatened violations of the terms of this Easement and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- a. Injunctive Relief. Holders (jointly or individually) may bring an action at law or in equity to enforce the terms of this Easement:
  - i. To enjoin the violation -- including ex parte, to the extent permitted by procedural rules of the court -- by temporary, preliminary or permanent injunction; and
  - ii. To require the restoration of the Property to the condition that existed prior to any such injury.
- b. Damages. Holders shall be entitled to recover damages for any breach by Owner of the terms of this Easement to the extent such damages may be ascertained, including without limitation, any and all costs or enforcement of the terms so breached. Without limiting Owner's liability in any way, Holders, in their sole discretion, may apply any damages recovered to the cost of undertaking corrective or restoration action on the Property. Owner is barred from using this provision regarding damages as an affirmative defense against Holders' rights to injunctive relief.
- c. No Bond Required. Any action for injunctive relief or damages may be taken without Holders being required to post bond or provide other security.

6. *Owner's Remedies; Damages.*

Owner's rights and remedies identified in this Section apply equally in the event of either actual or threatened breach by Holders of the terms of this Easement and shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

- a. Injunctive Relief. Owner may bring an action at law or in equity to enforce the terms of this Easement.
- b. Damages. Owner shall be entitled to recover damages for any breach by Holders of the terms of this Easement to the extent such damages may be ascertained. Holders are barred from using this provision regarding damages as an affirmative defense against Owner's rights to injunctive relief.
- c. No Bond Required. Any action for injunctive relief or damages may be taken without Owner being required to post bond or provide other security.

7. *Holder's Forbearance.* Forbearance by Holders to exercise their rights under this Easement in the event of any breach of any terms of this Easement by Owner, its agents, employees, contractors, invitees or licensees shall not be deemed or construed to be a waiver by Holders of such term or any of Holders' rights under this Easement. No delay or omission by Holders in the exercise of any right or remedy upon any breach by Owner shall impair such right or remedy or be construed as a waiver.

8. *Waiver of Certain Defenses.* Owner acknowledges that it has carefully reviewed this Easement and has consulted with and been advised by counsel of its terms and requirements. In full knowledge of the provisions of this Easement, Owner hereby waives any claim or defense it may have against Holders under or pertaining to this Easement based upon waiver, laches, estoppel, or prescription.

9. *Acts Beyond Owner's Control; Emergency Conditions.* Nothing contained in this Easement shall be construed to entitle Holders to bring any action against Owner to abate, correct, or restore any condition on the Property or to recover damages for any injury to or change in the Property resulting from causes beyond Owner's control, including, without limitation, fire, flood, storm, earth movement, tsunami, vandalism, terrorism, any other act of God, or for acts of trespassers, that Owner could not reasonably have anticipated or prevented, or from any prudent action taken by Owner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes or to protect bona fide public health or safety in an emergency situation.

**E. Provisions Required by the Board of Land and Natural Resources.**

Owner 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," dated November 10, 2015, as amended, ("LLCP Agreement"). Section 7 of Attachment 1 of the LLCP Agreement requires Owner 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, Legacy Land Conservation Program ("LLCP") through grant agreement number 64306, dated November 10, 2015, as amended, and is subject to all of the terms and conditions of the grant agreement and Chapter 173A, Hawaii Revised Statutes.

The Administrative Holder of the conservation easement shall also be subject to the terms and conditions of the grant agreement to the extent applicable under the Administrative Holder's rights and responsibilities under the conservation easement.

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

The Administrative Holder, for itself, its successors and assigns 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.

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 Owner and in the Nondisturbance and Attornment Agreement dated on or about the date of this Easement, this Easement shall continue to burden the Property inasmuch as this Easement is a covenant running with the land in perpetuity. With regard to Co-Holder's rights and obligations under this Easement, in the event of a conflict between this Easement on the one hand, and the LLCP

Agreement or Chapter 173A, Hawaii Revised Statutes, on the other hand, this Easement shall control.

F. **Approval; Breach; Compliance Certificates.**

1. *Approval by Holders.* Whenever this Easement requires Owner to obtain Holders' Approval before taking an action, Owner shall follow the procedures set forth in this Section.

- a. **Approval Procedures.** Owner shall request approval from the Administrative Holder in writing and shall submit a copy of said request to Co-Holder. The request for approval shall describe the nature, scope, location, timetable, identify its conformity with this Easement, and, when applicable, evidence conformity with existing land use regulations, and any other material aspect of the proposed activity. Delivery of the request, and the copy to Co-Holder, shall conform to the service methods set forth in Section F.4. The Administrative Holder shall have sixty (60) days from receipt of the request in which to approve, disapprove, or approve subject to modification, the request. In the case of withholding of approval, the Administrative Holder shall notify Owner in writing with reasonable specificity of the reasons for withholding of approval, and the conditions, if any, on which approval might otherwise be given.
- b. **Standard of Approval.** The Administrative Holder shall not unreasonably withhold or delay approval of a proposed use or activity requiring approval under this Conservation Easement where the proposed activity or use will not significantly impact the Important Values, or this Easement's managed public access requirements.

2. *Breach of Approval Provisions.* If Owner undertakes without approval any action for which Holders' Approval is required under this Easement, Owner shall be deemed to be in material breach of this Easement and Holders shall be entitled to such rights or remedies as may be available under Section D of this Easement. Should such a material breach occur, Owner and Holders may, at Holders' sole and absolute discretion, discuss whether a cure of the breach is possible and, if so, under what circumstances.

3. *Compliance Certificates.* The Administrative Holder, or its successor, as the steward and enforcer of this Easement shall, within sixty (60) days of a request by Owner, which request shall be copied as notice to Co-Holder in order to be effective, execute and deliver to Owner, or to any party designated by Owner, any document, including an estoppel certificate, that certifies Owner's compliance or lack thereof with any obligation of Owner contained in this Easement and otherwise evidences the status of this Easement. Such certificate shall be binding upon Holders. Such certification shall be limited to the condition of the Property as of the most recent inspection carried out by the Administrative Holder. If Owner requests more current documentation, the

Administrative Holder shall conduct an inspection, at Owner's expense, within sixty (60) days of receipt of Owner's written request.

4. *Notices and Responses.* Any notice, demand, request, consent, approval, or communication (collectively "Notice") that either party desires or is required to give to the other shall be in accordance with the following procedures.

- a. In ordinary circumstances, the Notice shall be in writing and either served personally or sent by certified mail, return receipt requested, postage prepaid, with a copy by electronic mail, addressed to the appropriate party, at the appropriate address set forth below in this Section. Where Notice is served by certified mail, the receipt of Notice shall be considered to have occurred upon the elapse of six days after mailing.
- b. In emergency circumstances, the party shall provide Notice by electronic mail and shall also make best efforts to deliver the Notice in writing personally. Where Notice is served by electronic mail, the party serving the Notice shall, in addition, make concurrent attempts to notify the other party by telephone of the Notice, and attempt to receive oral or written confirmation from the party or the party's attorney that the Notice has been received.
- c. Notices may also be served by any other method mutually agreed to between the parties in writing, signed by all parties.
- d. Notices shall be served at the following addresses or to such other address as the parties from time to time shall designate by written notices to the others:

To Owner:

Livable Hawaii Kai Hui  
Attn: Elizabeth Reilly, President  
(Regarding Ka Iwi Coast Mauka Lands)  
P.O. Box 25493  
Honolulu, HI 96825-0493

Phone: (808) 864-8081  
Email: hawaiiikaihui@aol.com

To Administrative Holder:

The Trust for Public Land  
Attn: Laura Kaakua  
(Regarding Ka Iwi Coast Mauka Lands)  
1003 Bishop Street, Suite 740  
Honolulu, Hawaii 96813

Phone: (808)524-8562  
Email: laura.kaakua@tpl.org

To Co-Holder:

City and County of Honolulu  
Office of the Mayor  
Attn: Sandra S. Pfund, Director Designate  
Department of Land Management  
(Regarding Ka Iwi Coast Mauka Lands Conservation Easement)  
530 S. King Street, Rm. 300  
Honolulu, HI 96813

Phone: (808) 768-4291  
Email: spfund@honolulu.gov

With an additional copy to:

Department of the Corporation Counsel  
Attn: Clean Water and Natural Lands Program:  
(Regarding Ka Iwi Coast Mauka Lands Conservation Easement)  
530 S. King Street, Room 110  
Honolulu, HI 96813

Phone: (808) 768-5100  
Fax: (808) 768-5105  
Email: cor@honolulu.gov

**G. Costs, Liabilities and Insurance, Taxes, Environmental Compliance and Indemnification.**

1. *Costs, Legal Requirements, Liabilities and Insurance.* Owner retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of insurance coverage that is reasonable under the circumstances. Owner shall cause, at Owner's expense, for Holders to be named as additional insureds on the policy or policies obtained. Owner and Holders release and relieve the other, and waive their entire right to recover for loss or damage to the extent that the loss or damage is covered by proceeds of the injured party's insurance. This waiver applies whether or not the loss is due to the negligent acts or omissions of Owner or Holder. Owner remains solely responsible for obtaining any applicable governmental permits and approval for any activity or use permitted by this Easement, and any such activity or use shall be undertaken in accordance with all applicable federal, state, and local laws, regulations, and requirements. Nothing in this Easement shall relieve Owner of complying with all applicable federal, state, and local laws, regulations, and requirements.

2. *Indemnity.* Owner shall indemnify and hold harmless Holders, their officers, directors, employees, agents, invitees, and contractors of Holders, and each of the heirs, successors, and assigns of such parties (collectively "Holders' Parties"), for any and all liabilities, claims, demands, losses, expenses, damages, fines, fees, penalties, suits, proceedings, actions and causes of action or sanctions asserted by or on behalf of any person or governmental authority, and other liabilities (whether legal or equitable in nature and including, without limitation, court costs, and reasonable attorneys' fees and attorneys' fees on appeal) to which Holders or Holders Parties may be subject or incur relating to the Property, which may arise from Owner, its officers, directors, employees, agents, invitees, contractors of Owners, and each of the heirs, successors, and assigns of such parties (collectively "Owners' Parties") negligent acts or omissions of Owner's or Owners' Parties breach of any representation, warranty, covenant, agreements contained in this Easement, or violations of any federal, state or local laws, including all Environmental Laws.

3. *Taxes.* Owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "Taxes"), including any taxes imposed upon, or incurred as a result of, this Easement. If Owner fails to pay any Taxes when due, Holders are authorized, but in no event obligated, to make or advance such payment of Taxes upon three (3) days prior written Notice to Owner, in accordance with any bill, statement, or estimate procured from the appropriate authority, without inquiry into the validity of the Taxes or the accuracy of the bill, statement or estimate, and the obligation created by such payment shall bear interest until paid by Owner at the maximum rate allowed by law.

4. *Environmental Warranty and Remediation.*

- a. Holders acknowledge and understand that Owner has taken ownership of the Property on the assumption that the Property is basically in a natural state without any existing environmental condition. Owner warrants that Owner has no actual knowledge of a release or threatened release of any Hazardous Materials on, at, beneath or from the Property exceeding regulatory limits. Owner has obtained a Phase I Environmental Site Assessment dated November 27, 2015 which found "no evidence of recognized environmental conditions, as defined by ASTM."
- b. Owner shall be responsible for any Hazardous Materials contributed after the Effective Date.
- c. If at any time, there occurs, or has occurred, a release in or on the Property of a Hazardous Material, Owner agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Holders.
- d. For purposes of this Easement, "Hazardous Materials" means any materials, discharges or other substance governed by the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 et. seq. ("CERCLA"), The Resource Conservation and Recovery Act, 42 U.S.C sec. 6901 et. seq. ("RCRA") The Superfund Amendments and



*Reauthorization Act, 42 U.S.C. Sec. 9601 et. seq. ("SARA") or any other federal or state based statutory, regulatory or common law cause of action) related to environmental matters or liability with respect to or affecting the Property.*

**H. Transfer; Amendment; Extinguishment.**

1. *Transfer of Property.* Owner may not transfer, assign, or otherwise convey the Property without the prior written consent of the Holders.
2. *Limitations on Amendment.* This Easement may only be amended or modified in furtherance of the Purpose and Important Values by a writing signed by the Holders and Grantor.
3. *Limitations on Extinguishment.* If circumstances arise in the future that render the Purpose of this Easement impossible to accomplish, this Easement can only be terminated or extinguished, whether with respect to all or part of the Property, by judicial proceedings in a court of competent jurisdiction.
4. *Condemnation.* If all or any part of the Property is proposed to be taken under the power of eminent domain, Owner and Holders shall work with the State of Hawaii and join in appropriate proceedings at the time of such proposed taking to recover the full value of their respective interests in the Property subject to the taking and all incidental or direct damages resulting from the taking. All expenses reasonably incurred by the parties to this Easement in connection with such taking shall be paid out of the recovered proceeds.

**I. Holder's Assignment and Succession.**

1. *Assignment.* Subject to the following conditions, Holders may assign their respective rights and obligations under this Easement to qualified organizations, as described below:
  - a. Holders may assign this Easement only to an organization(s) that is, at the time of the assignment, a "qualified organization" within the meaning of Section 170(h) of the Code, has a Hawaii presence, and is, in addition, authorized to acquire and hold conservation easements under HRS Chapter 198;
  - b. The assignment shall be subject to the terms of succession referenced in Section I.2.;
  - c. The Holder assigning its rights shall require the assignee to exercise its rights under the assignment consistent with the Purpose of this Easement;
  - d. The Holders assigning their rights shall consult with Owner about the assignee organization, or possible assignee organizations, and shall seek to find an assignee organization with a collaborative working relationship with Owner; provided, however, that this provision shall not require Owner's approval of such assignee.

- e. Any such assignment of the Administrative Holder's position and rights shall require the advance written consent and approval of Co-Holder, subject to "I.1.d." above. Any such assignment of Co-Holder's position and rights may be made by Co-Holder alone, subject to "I.1.d." above.
2. *Succession.* If at any time it becomes impossible for a Holder to ensure compliance with the covenants, terms, conditions and restrictions contained in this Easement and a successor organization has not been named as provided in "I. 1.", above, or if any Holder shall cease to exist or to be a qualified organization under Section 170(h) of the Code or to be authorized to acquire and hold conservation easements under HRS Chapter 198, then said Holder's rights and obligations under this Easement shall vest in such organization as a court having jurisdiction shall direct, pursuant to the applicable Hawaii law and the Code and with due regard to the Purpose of this Easement.

#### J. General Provisions

1. *Reasonableness Standard.* Owner and Holders shall follow a reasonableness standard and shall use their best efforts to make any determinations that are necessary or are contemplated to be made by them (either separately or jointly) under this Easement in a timely manner and shall cooperate with one another and shall take all other reasonable action suitable to that end.
2. *Controlling Law.* The interpretation and performance of this Easement shall be governed by the laws of the State of Hawaii and any applicable federal law.
3. *Liberal Construction.* Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed to fulfill the Purpose of this Easement and the policy and purpose of HRS Chapter 198. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the Purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.
4. *Severability.* If any provision of this Easement, or its application to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected.
5. *Entire Agreement.* This instrument sets forth the entire agreement of the parties with respect to the Property and supersedes all prior discussions, negotiations, understandings, or agreements between Owner and Holder relating to the Property, all of which are merged into this Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment that complies with Section H.2.
6. *No Forfeiture.* Nothing contained in this Easement shall result in a forfeiture or reversion of Owner's title in any respect.

7. *Successors and Assigns; Runs with Land.* The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties to this Easement and their respective successors, and assigns, and shall continue as a servitude running in perpetuity with the Property.

8. *Termination of Rights and Obligations.* A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

9. *Counterparts.* The parties may execute this instrument in two or more counterparts. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

10. *Effective Date.* This Easement shall be effective as of the date on which this Easement is recorded in the State of Hawaii Bureau of Conveyances (referred to in this Easement as the "Effective Date").

11. *No Merger.* Holders agree to take whatever steps are necessary to ensure that merger of the fee and Easement estates does not occur in order to ensure the continued viability of this Easement.

**OWNER:**

LIVABLE HAWAII KAI HUI

By: 

Name: Elizabeth Reilly

Its: President

**CO-HOLDER:**

THE CITY AND COUNTY OF HONOLULU

By: \_\_\_\_\_

Name: Kirk Caldwell

Its: Mayor

**ADMINISTRATIVE HOLDER:**

THE TRUST FOR PUBLIC LAND

By: 

Name: Gilman Miller

Its: Senior Counsel

Approved as to form and legality

By: \_\_\_\_\_

Name: Barrett W. Francis

Its: Deputy Corporation Counsel

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**OWNER:**

LIVABLE HAWAII KAI HUI

By: \_\_\_\_\_

Name: Elizabeth Reilly

Its: President

**CO-HOLDER:**

THE CITY AND COUNTY OF HONOLULU

By:  \_\_\_\_\_

Name: Kirk Caldwell

Its: Mayor

**ADMINISTRATIVE HOLDER:**

THE TRUST FOR PUBLIC LAND

By: \_\_\_\_\_

Name: Gilman Miller

Its: Senior Counsel

Approved as to form and legality

By:  \_\_\_\_\_

Name: Barrett W. Francis

Its: Deputy Corporation Counsel

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

On this 29 day of Mar, 2017, before me appeared

ELIZABETH REILLY, personally known, who being by me duly sworn, did

say that he/she is the PRESIDENT of LIVABLE HAWAII KAI HUI, and that this

27 -page GRANT of CONSERVATION EASEMENT

undated at time of notarization, was signed on behalf of said CORPORATION,

and said PRESIDENT acknowledged the instrument to be the free act and deed of said

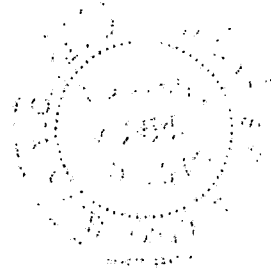
CORPORATION, in the First Circuit of the State of Hawaii by

JOANNE M.A. GENEGRAS



Notary Public, State of Hawaii

My Commission Expires: 03.16.2019



CALIFORNIA ALL PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )  
COUNTY OF SAN FRANCISCO )

On Mar 23, 2017 before me, H. Shih, Notary Public, personally appeared Carlman Miller

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature: H. Shih (Seal)



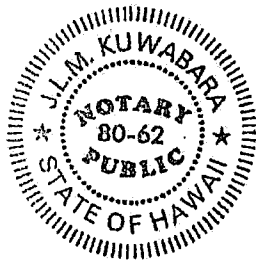
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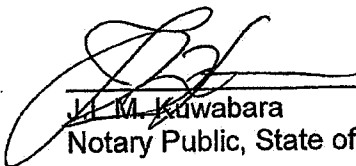
Description of Attached Document: Grant of Conservation Easement Number of Pages: \_\_\_\_\_

Document Date: March 23, 2017 Other: \_\_\_\_\_


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

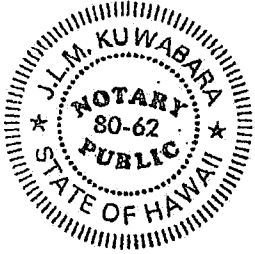
On this 28th day of March, 2017, before me personally appeared Kirk Caldwell, to me personally known, who being by me duly sworn, did say that he is the Mayor of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the instrument was signed on behalf of the municipal corporation by authority of its City Council, and Kirk Caldwell acknowledged the instrument to be the free act and deed of municipal corporation.



  
\_\_\_\_\_  
J.L.M. Kuwabara  
Notary Public, State of Hawaii

My commission expires: 01/22/2020

Date of Document:	<u>Undated at time of notarization</u>	No. of Pages:	<u>24</u>
Notary Name:	<u>J.L.M. Kuwabara</u>	First Circuit	
Doc. Description:	<u>Grant of Conservation Easement</u>		
	<u>3/28/2017</u>		
Notary Signature	Date of Notarization		



(Stamp or Seal)

## EXHIBIT A

### Legal Description

THE LAND REFERRED TO IN THIS REPORT IS SITUATED IN THE CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, AND IS DESCRIBED AS FOLLOWS:

PARCEL FIRST (TMK (1) 3-9-050-050): All of that certain parcel of land (being a portion of the land(s) described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana 30 to Victoria Kamamalu) situate, lying and being at Maunaloa, Honolulu, Oahu, State of Hawaii, Lot 3 of Mauuwa'i and thus bounded and described:

Beginning at the southwest corner of this parcel of land, on the southerly side of Mokuhanu Street, the coordinates of which being referred to Government Survey Triangulation Station "Koko Head #3" being 12,081.83 feet north and 12,278.97 feet east, and running by azimuths measured clockwise from true south:

1. 173° 20' 44.00 feet along the end of Mokuhanu Street;
2. 273° 24' 40" 40.65 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
3. 206° 00' 186.30 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
4. 169° 40' 232.52 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
5. 202° 00' 310.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
6. 183° 30' 692.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
7. 177° 40' 570.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
8. 188° 50' 623.26 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
9. 183° 30' 520.39 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
10. 156° 50' 730.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
11. 181° 20' 1,130.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
12. 205° 40' 710.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
13. 270° 00' 217.22 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
14. 324° 30' 902.89 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
15. 333° 41' 209.78 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
16. 0° 38' 1,488.74 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
17. 270° 38' 106.88 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
18. 10° 29' 315.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
19. 350° 00' 251.00 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
20. 377° 00' 20" 189.86 feet along remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
21. 127° 00' 144.0 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
22. 58° 44' 66.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
23. 357° 16' 147.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
24. 8° 12' 519.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
25. 78° 10' 214.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
26. 155° 21' 360.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
27. 175° 14' 541.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
28. 130° 50' 156.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713, Ap. 30 to Victoria Kamamalu;
29. 38° 38' 376.52 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,



Ap. 30 to Victoria Kamamalu;  
 30. 358° 42' 30" 103.02 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu;  
 31. 312° 27' 30" 70.25 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu;  
 32. 355° 37' 294.01 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu;  
 33. 11° 50' 30" 162.49 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu;  
 34. 350° 40' 40" 436.49 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu;  
 35. 18° 51' 653.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 Victoria Kamamalu;  
 36. 0° 00' 170.00 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu;  
 37. 3° 24' 40" 632.87 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu;  
 38. 93° 24' 40" 239.78 feet along Lot 1 of File Plan 1838, remainder of R. P. 4475, L. C. Aw. 7713,  
 Ap. 30 to Victoria Kamamalu to the point of beginning and containing an area of 83.142 acres, more or  
 less.

**PARCEL SECOND (TMK (1) 3-9-050-047):** All of that certain parcel of land (being a portion of the land(s)  
 described in and covered by Royal Patent Number 4475, Land Commission Award Number 7713, Apana  
 30 to V. Kamamalu) situate, lying and being at Mauhalua, Honolulu, Oahu, State of Hawaii, Lot A of  
 Queen's Rise and thus bounded and described as per survey dated March 30, 1998, to-wit;

Being at the southeast corner of this parcel of land, on the northwesterly side of Kalaniana'ole Highway,  
 the coordinates of said point of beginning referred to Government Survey Triangulation Station  
 "Kokohead 3" being 13,876.23 feet north and 15,158.09 feet east and running by azimuths measured  
 clockwise from true south:

1. 65° 58' 50" 155.73 feet along Kalaniana'ole Highway;
2. Thence along Kalaniana'ole Highway, on a curve to the left with a radius of 1,462.69 feet, the chord  
 azimuth and distance being: 61° 51' 18" 210.46 feet;
3. 147° 43' 46" 249.00 feet along the remainder of Royal Patent 4475, Land Commission Award  
 7713, Apana 30 to V. Kamamalu;
4. 70° 30' 320.00 feet along the remainder of Royal Patent 4475, Land Commission Award  
 54475, Land Commission Award 7713, Apana 30 to V. Kamamalu;
5. 37° 40' 200.00 feet along the remainder of Royal Patent 4475, Land Commission Award  
 7713, Apana 30 to V. Kamamalu;
6. 80° 50' 104.00 feet along the remainder of Royal Patent 4475, Land Commission Award  
 7713, Apana 30, to V. Kamamalu;
7. 161° 08' 551.74 feet along the remainder of Royal Patent 4475, Land Commission Award  
 7713, Apana 30, to V. Kamamalu;
8. Thence along the remainder of Royal Patent 4475, Land Commission Award 7713, Apana 30 to V.  
 Kamamalu, on a curve to the left with a radius of 6,800.00 feet, the chord azimuth and distance being:  
 176° 57' 18.25" 2,193.47 feet;
9. 167° 40' 25" 956.91 feet along the remainder of Royal Patent 4475, Land Commission Award  
 7713, Apana 30 to V. Kamamalu;
10. Thence along top main ridge of Koolau Range, for the next five (5) courses, the direct azimuths and  
 distances between points on said top of main ridge being:
11. 277° 45' 182.11 feet;
12. 338° 58' 50" 250.00 feet;
13. 276° 53' 30" 490.00 feet;

14. 316° 53' 50" 690.00 feet;
15. 243° 00' 72.21 feet;
16. Thence along the remainder of Patent 4475, Land Commission Award 7713, Apana 30 to V. Kamamalu, on a curve to the right with a radius of 3,380.00 feet, the chord azimuth and distance being: 330° 35' 20" 1,423.24 feet;
17. Thence along the remainder of Patent 4475, Land Commission Award 7713, Apana 30 to V. Kamamalu, on a curve to the left with a radius of 470.00 feet, the chord azimuth and distance being: 327° 57' 10" 239.96 feet;
18. 29° 40' 769.47 feet along the remainder of Royal Patent 4475, Land Commission Award 7713, Apana 30 to V. Kamamalu;
19. 63° 30' 439.14 feet along the remainder of Royal Patent 4475, Land Commission Award 7713, Apana 30 to V. Kamamalu;
20. 335° 58' 50" 348.16 feet along the remainder of Royal Patent 4475, Land Commission Award 7713, Apana 30 to V. Kamamalu, to the point of beginning and containing an area of 98.459 acres, more or less.

Being all of the property conveyed by the following:

Special Warranty Deed

Grantor: Kulia I Ka Nu'u Estates LLC, a Hawaii limited liability company

Grantee: THE TRUST FOR PUBLIC LAND, a California nonprofit public benefit corporation

Dated: March 3, 2016

Recorded: March 8, 2016 in the Bureau of Conveyances of the State of Hawaii,

Document No. A-59110152.

TMK: (1) 3-9-010-050/047

Exhibit B  
Funding Sources

Funding for the purchase of the Property by Owner and this Easement granted by Owner to Holders comes from the following public and private sources:

A. *The Clean Water Natural Lands Fund ("CWNLFF")*. Established by Honolulu Ordinance 07-18, the purpose of CWNLFF includes acquiring real estate interests in land conservation in the City and County of Honolulu (Holder) for, among other purposes: preservation of historic or culturally important land areas and sites; protection of significant habitats or ecosystems, including buffer zones; conservation of land in order to reduce erosion, floods, landslides, and runoff; and acquisition of public access to public land and open space.

B. *The Legacy Land Conservation Program ("LLCP")*. Established by HRS 173A, this program provides funding for unique and fragile places and resources in the State of Hawaii, including, among other things, watershed protection, and cultural and historic sites. The LLCP is administered by the Hawaii Department of Land and Natural Resources ("DLNR").

C. *Private Funding Through The Trust for Public Land*. Owner and The Trust for Public Land, Administrative Holder, partnered to raise private funding for the purchase and conservation easement. Individuals, businesses and foundations made donations to The Trust for Public Land, a 501(c)(3) nonprofit corporation.

## Exhibit C

### Important Values of the Property

1. Conservation of Natural Open Space: The Property has high conservation value as it completes the protection of the 7-mile Ka Iwi Coastline spanning from Kawaihoa (Portlock) to Makapuu, which offers Oahu residents and visitors stunning open and natural view planes from mauka to makai just a short drive from town. The Ka Iwi Coast is beloved by visitors from all over the world, residents from all over Oahu, volunteers and members of the Owner.

2. Protection and Propagation of Native Plants: The Property also includes native plants such as Ilima, Mao, Naio, and Pauohiaka, and native birds such as Koa'e ula, Iwa, Manu o Ku, and Pueo are frequently seen flying above the Property. With restoration, the Property has the potential to provide habitat to these native birds and other native, migratory and shore birds.

3. Preservation of Historical and Archaeological Sites: The Property includes numerous undocumented historic and/or archaeological features including pohaku lele (balancing stones of possible religious significance), stone terracing, and a large stone structure built in the traditional Hawaiian drystack style.

4. Permit Cultural Practitioners: Native Hawaiian cultural practitioners may have access to the Property to engage in various cultural practices such as offering oli and pule (chant and prayer), and gathering plant materials for their cultural practice.

5. Perpetuation of Scenic Views: Protection of the Property will perpetuate the open and natural sweeping scenic viewplane for drivers along Kalaniana'ole Highway, and recreational and cultural users of Ka Iwi Coast who see the Property as they fish, paddle, hike, surf, swim and enjoy themselves along Ka Iwi Coast. Proper care of the Property's resources will preserve and potentially enhance these scenic views. The Property's undeveloped and open viewplane connecting cultural landmarks from Makapuu to Kohelepelepe to Halona, native plants and birds, and numerous Hawaiian cultural sites create a perfect environment for learning and cultural practice. Whether on the Property, or at Awawamalu makai of the Property and looking up at the Property, the historic stories of the area come alive with 360 degree undeveloped views.

6. Integrated Educational Landscape: Preservation of the Property will also provide education and cultural opportunities through interpretive signage, managed opportunities to steward and restore the Property's resources, and managed educational access. Owner describes the Property as a community-owned and managed Hawaiian cultural heritage preserve. Limiting development of the Property secures the open viewplane and protection of the native wildlife and cultural sites which comprise this special natural classroom right outside of town. Strict development restrictions through this easement will aid in the study, protection, and monitoring of the Property's many undocumented archaeological sites and native species.