

JOSH GREEN, M.D.
GOVERNOR

SYLVIA LUKE
LT. GOVERNOR



WENDY GADY
EXECUTIVE DIRECTOR

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OU LU AINA MAHIAI

Regular Meeting of the Board of Directors

Held via Teleconference with In-Person Location

THURSDAY, JANUARY 15, 2026
9:00 a.m.

Pursuant to section 92-3.7, *Hawaii Revised Statutes*, this meeting will be held using interactive conference technology (ICT). Board members, staff, persons with business before the Board, and the public may participate remotely online using ICT, or may participate via the in-person meeting site which provides ICT.

Interested persons may submit written testimony in advance of the meeting, which will be distributed to Board members prior to the meeting. If possible, we request that testimony be received by our office not less than seventy-two hours prior to the meeting to ensure that staff has time to disseminate it and that Board members have time to review it. Written testimony may be submitted electronically to dbedt.adc@hawaii.gov or sent via U.S. Postal Service, or delivered to:

Agribusiness Development Corporation
235 S. Beretania Street, Suite 205
Honolulu, Hawaii 96813

When testifying via ICT, via telephone, or in-person, you will be asked to identify yourself and the organization you represent, if any. Each testifier is allowed up to two minutes of testimony per agenda item.

The public may participate in the meeting via:

ICT: <https://us06web.zoom.us/j/87320092724>

Telephone: (669) 900-6833, Webinar ID: 873 2009 2724

In-Person: Hawaii'i Department of Agriculture and Biosecurity
Plant Quarantine Branch
1849 Auiki St.
Honolulu, Hawaii'i 96819

ICT ACCESS

To view the meeting and provide live oral testimony, please use the link above. You will be asked to enter your name in order to access the meeting as an attendee. The Board requests that you enter your full name, but you may use a pseudonym or other identifier if you wish to remain anonymous. You will also be asked for an email address. You may fill in this field with any entry in an email format, e.g., ****@****.com.

As an attendee, your microphone will be automatically muted. When the Chairperson asks for public testimony, you may click the Raise Hand button found on your Zoom screen to indicate that you wish to testify about that agenda item. The Chairperson or staff will individually enable each testifier to unmute their microphone. When recognized by the Chairperson, please unmute your microphone before speaking and mute your microphone after you have finished speaking.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item.

TELEPHONE ACCESS

If you do not have ICT access, you may get audio-only access by calling the Telephone Number listed above.

Upon dialing the number, you will be prompted to enter the Meeting ID that is listed next to the Telephone Number above. After entering the Meeting ID, you will be asked to either enter your panelist number or wait to be admitted into the meeting. You will not have a panelist number. Please wait until you are admitted into the meeting.

Board Meeting Agenda
January 15, 2026

When the Chairperson asks for public testimony, you may indicate you want to testify by entering “#” and then “9” on your telephone’s keypad. After entering “#” and then “9”, a voice prompt will let you know that the host of the meeting has been notified. When recognized by the Chairperson, you may unmute yourself by pressing “#” and then “6” on your telephone. A voice prompt will let you know that you are unmuted. Once you are finished speaking, please enter “#” and then “6” again to mute yourself.

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item.

Instructions to attend State of Hawaii virtual board meetings may be found online at <https://cca.hawaii.gov/pvl/files/2020/08/State-of-Hawaii-Virtual-Board-Attendee-Instructions.pdf>.

IN-PERSON ACCESS

There will also be one meeting location, open to the public, which will have an audio-visual connection. That meeting will be held at:

Hawai‘i Department of Agriculture and Biosecurity
Plant Quarantine Branch
1849 Auiki St.
Honolulu, Hawai‘i 96819

For ICT, telephone, and in-person access, when testifying, you will be asked to identify yourself and the organization, if any, that you represent. Each testifier is allowed up to two minutes of testimony per agenda item.

LOSS OF CONNECTIVITY

In the event of a loss of ICT connectivity, the meeting will be recessed for a period not to exceed thirty minutes to restore connectivity with all board members and the public in-person access location noted above. In the event that audio connectivity is re-established within thirty minutes without video connectivity, interested participants can access the meeting via the telephone number and Meeting ID number noted above. In the further event that connectivity is unable to be restored within thirty minutes, the meeting will be automatically continued to a date and time to be posted on the ADC website at <https://dbedt.hawaii.gov/adc/> no later than close of business the next business day. New ICT, telephone, and in-person access information will be posted on the website no less than twenty-four hours prior to the continued meeting date. Alternatively, if a decision is made to terminate the meeting, the termination will be posted on the ADC website.

SPECIAL ASSISTANCE

If you require special assistance, accommodations, modifications, auxiliary aids, or services to participate in the public meeting process, including translation or interpretation services, please contact staff at (808) 586-0186 or by email at dbedt.adc@hawaii.gov.

Please allow sufficient time for ADC staff to meet requests for special assistance, accommodation, modifications, auxiliary aids, translation, or interpretation services.

NOTE: MATERIALS FOR THIS AGENDA WILL BE AVAILABLE FOR REVIEW IN THE ADC OFFICE, 235 S. BERETANIA STREET, SUITE 205, HONOLULU, HAWAII 96813 A MINIMUM OF THREE FULL BUSINESS DAYS (WEEKENDS AND STATE AND FEDERAL HOLIDAYS EXCLUDED) PRIOR TO THE MEETING.

Agribusiness Development Corporation Non-Discrimination Statement

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, or disability, or any other class as protected under applicable federal or state law, in administration of its programs, or activities, and the Agribusiness Development Corporation does not intimidate or retaliate against any individual or group because they have exercised their rights to participate in actions protected by, or oppose action prohibited by, 40 C.F.R. Parts 5 and 7, or for the purpose of interfering with such rights.

If you have any questions about this notice or any of the Agribusiness Development Corporation’s non-discrimination programs, policies, or procedures, you may contact:

Mark Takemoto
Acting Title VI Non-Discrimination Coordinator
235 S. Beretania St., Ste 205 Honolulu, HI 96813
(808) 586-0186
dbedt.adc.titlevi@hawaii.gov

If you believe that you have been discriminated against with respect to an Agribusiness Development Corporation program or activity, you may contact the Acting Non-Discrimination Coordinator identified above.

AGENDA

- A. Call to Order & Roll Call
- B. Approval of Minutes
 - 1. Regular Meeting Minutes, Regular Session, September 18, 2025
 - 2. Regular Meeting Minutes, Regular Session, October 16, 2025
 - 3. Regular Meeting Minutes, Regular Session, November 20, 2025
 - 4. Regular Meeting Minutes, Regular Session, December 18, 2025
 - 5. Special Meeting Minutes, Regular Session, December 22, 2025
- C. Chairperson's Report
 - 1. None
- D. Committee & Permitted Interaction Group Reports
 - 1. Administration Committee
 - 2. Presentation of report and findings of the permitted interaction group on strategic planning.
- E. Action Items
 - 1. Request for approval to hire a special deputy attorney general to represent the interests of the Agribusiness Development Corporation in matters concerning the acquisition of certain real property situated east of Maalo Road at Hanamā'ulu, Līhu'e, County of Kaua'i, State of Hawai'i, Tax Map Key No. (4) 3-8-018:001 (portion). *The Board may go into executive session pursuant to section 92-5(a)(4), Hawai'i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*
 - 2. Request for approval to authorize the executive director to execute a supplemental contract for legal services related to National Pollutant Discharge Elimination System Permit No. HI-0021952.

3. Request for approval to cancel Revocable Permit No. RP-PU-23-01, issued to Robert Rita Jr. dba Robert's Equipment Service, for 24 gross acres, more or less, of land in District of Waialua, City & County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 6-5-001:056 (portion).
4. Request for approval to execute a memorandum of understanding between the Agribusiness Development Corporation and the Hawai'i Community Development Authority to provide project management for the development of the Central O'ahu Agricultural and Food Hub, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Various Tax Map Keys.
5. Request for approval of a right of entry permit to Goodfellow Bros., LLC (Grantee) and Wines of Kauai, L.L.C. (Sub-Grantor), and the access coordinator/keyholder Kekaha Agriculture Association for delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a road improvement job for the State of Hawai'i, Department of Transportation in Kekaha, District of Waimea, County of Kaua'i, State of Hawai'i, Tax Map Key No. (4) 1-2-002:001 (portion).
6. Request for approval to issue a new license agreement to Samart Khotwongthong for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawā, O'ahu, State of Hawai'i, Tax Map Key No. (1) 6-4-003:016 (portion).
7. Request for approval to execute and enter a memorandum of agreement between the Agribusiness Development Corporation and the University of Hawai'i Community Design Center to develop a proof-of-concept study for a statewide Food and Product Innovation Network.
8. Request to establish a permitted interaction group to review the implementation status of the 2019 management and financial audit of the Agribusiness Development Corporation to include: 1) review of the auditor's recommendations; 2) review of the corporation's responses; 3) recommendations for additional implementation measures; and 4) report the findings to the Board of Directors. Appointment of members thereto.
9. Request Board approval to update the application form for land owned or managed by the Agribusiness Development Corporation.

F. Informational Items

1. Update by Kevin Minoli, partner at Alston & Bird, regarding the status of administrative hearings related to National Pollutant Discharge Elimination System Permit No. HI-0021952. *The Board may go into executive session pursuant to section 92-5(a)(4), Hawai‘i Revised Statutes to consult with the board's attorney on questions and issues pertaining to the board's powers, duties, privileges, immunities, and liabilities.*
2. Presentation by William Wise, licensee under License Agreement No. LI-WM1505, regarding a film project site location associated with land under his license.
3. Executive Director’s Report (please see weekly reports available at <https://dbedt.hawaii.gov/adrc/reports/>)

G. Adjourn

The Board may go into executive session on any agenda item pursuant to the exceptions provided under section 92-5, Hawai‘i Revised Statutes.

D-2

HAWAI‘I AGRIBUSINESS PLAN 2025

January 2026



A Message from the Chair of the Board

On behalf of the Board of Directors of the Hawai'i Agribusiness Development Corporation, I am honored to present the 2025 Hawai'i Agribusiness Plan, prepared in fulfillment of HRS §163D-5. This plan reflects the Board's reasserted leadership and direct accountability for the agency's mission, performance, and results. In response to past findings, the Board has taken ownership of ADC's strategic direction, strengthening governance, setting clear priorities, and ensuring that the corporation operates with transparency, integrity, and measurable impact. Working in close partnership with the Governor, the Legislature, and our community stakeholders, the Board is committed to restoring public trust and positioning ADC as a model of responsible development and collaboration.

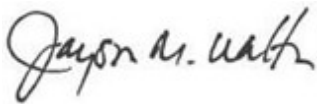
The 2025 Plan is more than a statutory requirement. It is a blueprint for action and a statement of accountability. Each initiative is tied to specific goals, metrics, and timelines to ensure that every investment delivers measurable results for Hawai'i's farmers, ranchers, and agricultural communities. Through this process, ADC will demonstrate responsible stewardship of public lands, water systems, and resources while advancing a resilient and diversified agricultural economy.

This plan also marks a new chapter in ADC's evolution from an agency once defined by projects to one defined by partnerships. We are committed to collaboration rather than control, to convening rather than commanding. By aligning State, County, Federal, and community efforts, ADC seeks to build the infrastructure, systems, and trust necessary for a more self-reliant Hawai'i.

As we move forward, the Board will continue to meet across the islands to hear directly from the communities we serve. We will engage with producers, observe operations firsthand, and ensure that this plan remains responsive to on-the-ground realities.

The Board of Directors firmly believes that accountability, transparency, and collaboration together form the foundation of sustainable progress. Through shared purpose and responsible leadership, we can strengthen Hawai'i's agricultural future and fulfill the promise of food security, economic opportunity, and resilience for generations to come. The Board extends its gratitude to the Governor, the Legislature, and Hawai'i's agricultural community for their continued partnership in this shared endeavor.

Approved by the Board of Directors
Hawai'i Agribusiness Development Corporation
[Insert Date of Board Adoption]



Jayson M. Watts
Chair, Board of Directors
County of Maui Member



Board of Directors

The 11-member Board of Directors consists of one representative from each of the counties of O'ahu, Hawai'i, Kaua'i and Maui; four at-large members; the Chairperson of the Board of Agriculture & Biosecurity (or Chair's designee); Chairperson of the Department of Land & Natural Resources (or Chair's designee); and the Director of the Department of Business, Economic Development and Tourism (or Chair's designee).



Jesse Cooke
City and County of Honolulu
Member



Dean Okimoto
At-Large Member



David Hinazumi
County of Kaua'i Member



Jason Okuhama
Vice Chair, At-Large Member



Glenn Hong
At-Large Member



Karen Seddon
At-Large Member



Sharon Hurd
Chairperson, Department of
Agriculture (Ex-Officio)



Nathan Trump
County of Hawai'i Member



Ciara W.K. Kahahane
Designee, Department of Land and
Natural Resources (Ex-Officio)



Dane Wicker
Designee, Department of Business,
Economic Development & Tourism
(Ex-Officio)

A Message from the Executive Director

Dear Partners, Stakeholders, and Community Members,

It is with great pride and purpose that we present to you the Agribusiness Development Corporation's Strategic Plan for the coming years. This document is more than a roadmap; it is a reaffirmation of our commitment to Hawai'i's agricultural future and the well-being of generations yet to come.



There is a Japanese proverb that says, “A society grows great when old men plant trees in whose shade they know they shall never sit.” This sentiment lies at the heart of our work at ADC. The projects we undertake today, the lands we steward, the infrastructure we build, and the support we provide to members of our communities working across the agricultural sector, are part of a long-term vision. We may not see all the fruits of these efforts in our own time, but we know that our actions are essential to creating a more resilient, sustainable, and food-secure Hawai'i. This vision is made possible not only by our partners and stakeholders, but also by the unwavering dedication of our staff. Their expertise, creativity, and daily contributions shape every initiative outlined in this Strategic Plan. From field crews managing lands and water systems, to administrative and technical teams designing programs, conducting research, and building partnerships, our staff demonstrate a profound desire to implement this plan with integrity and purpose.

On behalf of the Agribusiness Development Corporation, I would like to formally acknowledge and express sincere appreciation to each of our staff for their exceptional contributions to the milestone and century-scale projects currently underway. These projects, complex in scope, unprecedented in scale, and foundational to Hawai'i's long-term agricultural resilience, require sustained commitment, technical expertise, and deep collaboration across multiple teams and partners. Your collective efforts demonstrate the highest standards of public service and are testimony to your professionalism, perseverance, and dedication to ADC's mission.

Agribusiness development is not quick work. It is measured not just in quarters or fiscal years, but in harvest cycles, in restored lands, in revitalized rural communities, and in the lives of future farmers who will benefit from the foundation we are building now.

This Strategic Plan reflects that long view. It outlines key priorities and actionable steps to advance sustainable agriculture, optimize land and water resources, strengthen local food systems, and support economic development across the state. It is rooted in collaboration, with farmers, ranchers, lawmakers, community leaders, and other partners, because only together can we cultivate lasting change.

As you read through this plan, I invite you to see it not just as a set of strategies, but as an expression of trust in the future, an investment in the trees we plant today for a canopy of prosperity and resilience that will shelter Hawai'i's people for generations to come.

With deep appreciation, steadfast commitment, and humility for the opportunity to serve,

Mahalo,

A handwritten signature in black ink, appearing to read "Wendy L. Gady". The signature is fluid and cursive, written on a white background.

Wendy L. Gady
Executive Director



Executive Summary

The Hawai'i Agribusiness Plan 2025 provides a comprehensive framework for strengthening the State's agricultural sector and ensuring that lands, water systems, and infrastructure entrusted to the Agribusiness Development Corporation (ADC) are mobilized for long-term food security and economic benefit. The plan fulfills the mandate of Hawai'i Revised Statutes (HRS) §163D-5, as amended in 2022, requiring ADC to define goals, objectives, policies, and priority guidelines for agribusiness development, with measurable outcomes over one-, five-, and ten-year horizons.

This plan provides a revision to the *Hawai'i Agribusiness Plan* of July 2023. Act 219, Session Laws of Hawai'i 2022, took effect on July 1, 2022, and amended Chapter 163D to require ADC to update its agribusiness plan by July 1, 2023, and every five years thereafter. Following the unexpected passing of longtime Executive Director James Nakatani, a provisional plan was submitted in 2023 to maintain compliance. The present 2025 plan replaces that interim document with a more detailed and actionable update, reflecting new statutory directives, stakeholder input, and operational realities.

Established in 1994, ADC was tasked with converting former plantation lands and infrastructure into diversified agricultural uses to advance Hawai'i's economic self-sufficiency. Today, ADC manages over twenty-three thousand acres of agricultural land, multiple irrigation and distribution systems, and emerging value-added processing and innovation facilities that support small and mid-sized producers. The 2025 plan builds on this foundation by defining targeted strategies to strengthen land management, modernize water infrastructure, expand agricultural support services, and accelerate value-added product development. In addition to the three strategic priorities outlined in the 2023 plan, the 2025 plan introduces two new priorities that expand ADC's focus on institutional capacity and partnerships, innovation, and sustainability.

The plan is organized around five strategic priorities:

1. **Land Use, Acquisition, and Infrastructure Development.** Improve land management policies, expand acreage under cultivation, and address agricultural tenant needs.
2. **Irrigation and Water Resource Management.** Modernize irrigation systems, enhance water security, and support multi-use distribution infrastructure.
3. **Food System Development and Market Expansion.** Develop statewide food and product innovation infrastructure to strengthen local food systems and institutional procurement.
4. **Organizational Capacity and Partnerships.** Expand ADC's institutional capabilities and strengthen collaboration across sectors: within Department of Business, Economic Development and Tourism (DBEDT), with other state and county agencies, as well as with non-governmental, educational, and community partners engaged in agricultural development.
5. **Sustainability, Innovation, and Climate Resilience.** Advance sustainable and regenerative agricultural practices through technology adoption, clean energy integration, and resource innovation.

Each strategic priority is supported by clearly defined one-, five-, and ten-year objectives and measurable outcomes that prioritize local food production from ADC's leases or licenses. These objectives include annual performance goals and measures by which the corporation's progress will be evaluated each year. In accordance with HRS §163D-5, the plan also establishes metrics, timeframes, and budget expectations to guide implementation, resource allocation, and accountability. Consistent with the purpose of HRS §163D-1, these efforts position ADC to provide the leadership and coordination necessary to convert Hawai'i's agricultural assets into diversified, productive uses that yield economic, environmental, and social benefits for the people of Hawai'i, while expanding opportunities for farmers, ranchers, producers, and communities across the islands. Upon adoption, the Board will incorporate this Plan and progress against its annual goals in ADC's annual report to the Governor and the Legislature pursuant to HRS §163D-19.





Table of Contents

| | |
|---|----|
| Introduction | 1 |
| Agribusiness Development Corporation | 2 |
| Hawai'i Revised Statutes, Chapter 163D | 3 |
| Hawai'i Agribusiness Plan (§163D-5) | 3 |
| Statutory Alignment with Statewide Agricultural Policy | 5 |
| Inventory Analysis | 11 |
| Agricultural Lands | 13 |
| Agricultural Infrastructure | 15 |
| Kaua'i | 19 |
| O'ahu | 21 |
| Hawai'i Island | 22 |
| Strategic Framework | 23 |
| Land Use, Acquisition, and Infrastructure Development | 25 |
| Irrigation and Water Resource Management | 35 |
| Food System Development and Market Expansion | 45 |
| Organizational Capacity and Partnerships | 57 |
| Sustainability, Innovation, and Climate Resilience | 67 |
| Strategies for Federal, State, County, and Community Actions | 77 |
| Federal Policy Recommendations | 78 |
| State Policy Recommendations | 78 |
| County Policy Recommendations | 79 |
| Community Engagement and on the Ground Assessment | 79 |
| Performance Management and Budget Reporting | 81 |
| Board Oversight and Performance Metrics | 82 |
| Revenues and Expenses | 83 |
| Future Revenue Growth | 85 |
| Funding and Capitalization Strategy | 87 |
| Enhancing State Goals with Polycapital Outcomes | 88 |
| Conclusion | 89 |
| Appendices | |
| A. Chapter 163-D | |
| B. Hawai'i Revised Statute 26-35 | |
| C. Kaua'i Landbook | |
| D. O'ahu Landbook | |
| E. Waimea Watershed Agreement | |
| F. Permitted Interaction Group Reports | |
| G. 2024 Hawai'i Agriculture Conference Notes | |

List of Acronyms

| | |
|--------|--|
| ADC | Agribusiness Development Corporation |
| COAFH | Central O’ahu Agriculture and Food Hub |
| CWRM | Commission on Water Resource Management |
| DBEDT | Department of Business, Economic Development and Tourism |
| DCR | Department of Corrections and Rehabilitation |
| DHHL | Department of Hawaiian Home Lands |
| DLE | Hawai’i Department of Law Enforcement |
| DLNR | Department of Land and Natural Resources |
| DOH | Department of Health |
| EFS | Electronic Financial Systems |
| EKIS | East Kaua’i Irrigation System |
| EPMF | Entrepreneur Product Manufacturing Facility |
| FPIN | Food and Product Innovation Network |
| GIS | Geospatial Information Systems |
| HDAB | Hawai’i Department of Agriculture and Biosecurity |
| HHFDC | Hawai’i Housing Finance and Development Corporation |
| HIDOD | Hawai’i Department of Defense |
| HIDOE | Hawai’i Department of Education |
| HPP | High Pressure Processing |
| HRS | Hawai’i Revised Statutes |
| IAL | Important Agricultural Lands |
| IP | Intellectual Property |
| KAA | Kekaha Agriculture Association |
| KAP | Kekaha Agriculture Processing Facility |
| LCC | University of Hawai’i Leeward Community College |
| LFPA | Local Food Purchase Assistance |
| MGD | million gallons per day |
| OHA | Office of Hawaiian Affairs |
| P3s | Public-Private Partnerships |
| PIG | Permitted Interaction Group |
| PSD* | Department of Public Safety |
| ROE | Right of Entry |
| SPRBs | Special Purpose Revenue Bonds |
| UH | University of Hawai’i |
| USDA | United States Department of Agriculture |
| WVAPDC | Wahiawā Value-Added Product Development Center |

*PSD was redesignated as DCR in January 2024

Introduction

Agribusiness Development Corporation

The Agribusiness Development Corporation (ADC) is a public corporation and instrumentality of the State of Hawai'i, established by the Legislature in 1994 under Hawai'i Revised Statutes (HRS) Chapter 163D, and is administratively attached to the Department of Business, Economic Development and Tourism (DBEDT). ADC was created to convert and enhance land and water assets released from plantation agriculture and to foster a diversified, market-responsive agricultural economy that delivers economic, environmental, and social benefits to Hawai'i. Its statutory purposes include increasing local production for in-state consumption, reducing reliance on imports, and advancing competitive exports where viable.

“To acquire and manage, in partnership with farmers, ranchers and aquaculture groups, selected arable lands, water systems and infrastructure for commercial agricultural use and to direct research into areas that will lead to the development of new crops, markets and lower production costs.”

To carry out these purposes, ADC is authorized to acquire and manage agricultural lands and water systems; develop, modernize, and operate critical infrastructure (including irrigation, drainage, processing, and distribution assets); coordinate public- and private-sector initiatives; and provide financing and market-oriented services that support diversified and value-added production. Recent amendments further emphasize statewide, open-access facilities for food and product innovation, strengthening processing, manufacturing, and commercialization pathways for Hawai'i-made goods.

This Hawai'i Agribusiness Plan 2025 fulfills §163D-5 by presenting: (1) an inventory of ADC-controlled agricultural lands with suitable, reliable water; (2) an inventory of agricultural infrastructure and accessory facilities; (3) strategies for federal, state, county, and community stakeholders to advance industry development; and (4) one-, five-, and ten-year objectives and measurable outcomes that prioritize local food production from ADC leases and licenses, with annual performance goals and evaluation. The plan also specifies metrics, timeframes, and budget expectations to guide implementation and enable adaptive management over the planning horizon.

Hawai'i Revised Statutes, Chapter 163D

Chapter 163D of the Hawai'i Revised Statutes established the ADC as a public corporation to administer an “aggressive and dynamic” agribusiness development program. The chapter’s purpose is to create the vehicle and processes needed to make optimal use of Hawai’i’s agricultural land, water, and related assets for the economic, environmental, and social benefit of the people of Hawai’i.

Recent session laws broadened the implementation framework within Chapter 163D. Act 237 (2025) adds a new section establishing a statewide Food and Product Innovation Network within ADC, and amends §163D-4 to assign ADC formal oversight of that network. Act 239 (2025) establishes a Statewide Interagency Food Systems Coordination Team and an Interagency Food Systems Working Group within ADC to align multi-agency planning and implementation. Together, these 2025 amendments reinforce ADC’s role in value-added manufacturing, commercialization, and cross-agency coordination to strengthen Hawai’i’s food system.

Hawai'i Agribusiness Plan (§163D-5)

(a) The corporation shall prepare and post on its website the Hawaii agribusiness plan, which shall define and establish goals, objectives, policies, and priority guidelines for its agribusiness development strategy. The plan shall include but not be limited to:

- (1) An inventory of agricultural lands with suitable adequate water resources that are or will become available; provided that the inventory of agricultural lands under this paragraph shall be agricultural lands within the purview of the corporation that can be used to meet present and future agricultural production needs*
- (2) An inventory of available agricultural infrastructure, such as irrigation systems, drainage systems, processing facilities, and other accessory facilities, that are controlled by the corporation; and*
- (3) Strategies for federal, state, county, and community stakeholder actions that will promote the development and enhancement of Hawaii’s agricultural industries.*

(b) The Hawaii agribusiness plan goals shall have specific one-year, five-year, and ten-year objectives and measurable outcomes that prioritize local food production from the corporation’s leases or licenses. The objectives and outcomes shall include annual performance goals and measures that the corporation shall be evaluated on annually.

(c) The Hawaii agribusiness plan shall also include metrics, timeframes, and budget expectations as part of the corporation’s agribusiness development strategy.

(d) The corporation shall update the Hawaii agribusiness plan no later than July 1, 2023, and every five years thereafter, and shall incorporate the plan in its annual report to the governor and the legislature as provided in section 163D-19.

Statutory Alignment with Statewide Agricultural Policy

Hawai'i's recent legislative actions provide a clear policy framework for advancing the goals of the Hawai'i Agribusiness Plan 2025. Collectively, Acts 151 (2019), 175 (2021), 176 (2021), 237 (2025), and 239 (2025) strengthen the statutory foundation for agricultural diversification, food-system coordination, and innovation. These measures define statewide production targets, institutional procurement benchmarks, and interagency structures that directly inform ADC's strategic direction.

Act 151 establishes the overarching goal of doubling local food production by 2030, emphasizing the importance of long-term investment in agricultural lands and water resources. Acts 175 and 176 reinforce this objective through procurement requirements that expand markets for local producers and value-added enterprises. Acts 237 and 239 further elevate ADC's role by designating the corporation as a central coordinating and innovation entity within Hawai'i's food-system infrastructure. Together, these Acts create a coherent legislative framework that aligns with ADC's five strategic priorities: land management, water resource development, market expansion, organizational capacity, and sustainability. This framework provides the statutory basis for implementing measurable outcomes across one-year, five-year, and ten-year objectives.

A subsequent table consolidates Hawai'i's major climate, energy, food system, and sustainability mandates into a single timeline to clarify the statutory targets that directly influence agricultural land use, infrastructure planning, and agency operations. Spanning greenhouse gas reduction requirements, renewable energy standards, local food procurement mandates, water reuse obligations, and integrated land-use planning reforms, these policies establish binding milestones from 2020 through 2050. Together, they frame the regulatory environment within which ADC must plan land allocation, water and energy infrastructure investments, and tenant support strategies, while balancing agricultural viability with statewide commitments to climate resilience, food security, and long-term sustainability.

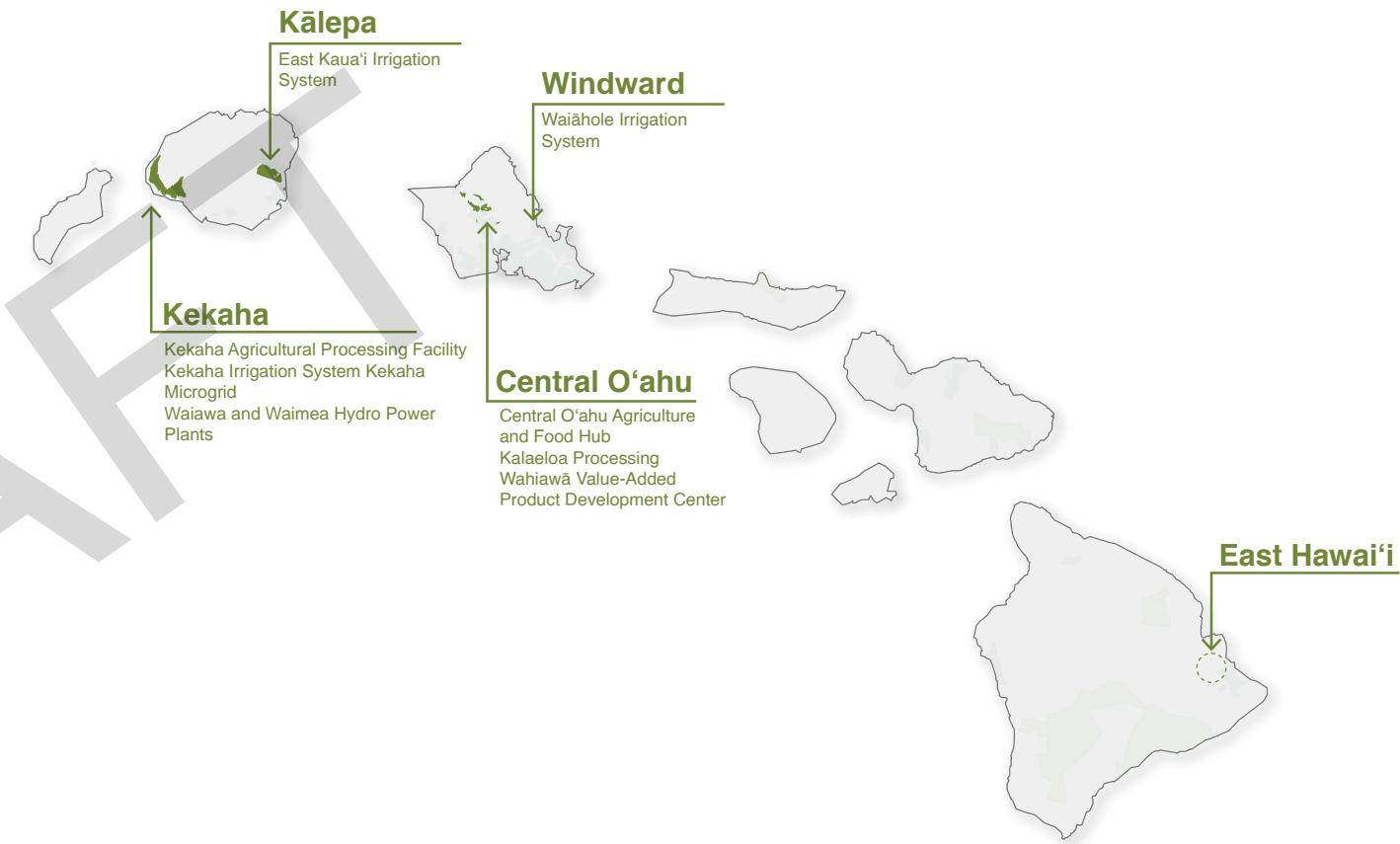
| Strategic Priority | Relevant Act(s) Linkage and Implications for ADC Strategy | |
|--|---|--|
| Land Use, Acquisition, and Development | 151 (2019) | Act 151 set the statewide mandate to double local food production by 2030, requiring strategic expansion and optimization of agricultural lands. ADC's role in acquiring, developing, and licensing former plantation lands directly supports this goal. The Act's requirement for updated baseline data on agricultural lands also informs ADC's inventory, valuation, and redevelopment planning across its 22,000-plus acres. |
| | 239 (2025) | By establishing the Statewide Interagency Food Systems Coordination Team within ADC, Act 239 elevates ADC's responsibility to ensure that its land policies advance cross-sector food-system goals and align with interagency planning. This includes incorporating food access, equity, and climate considerations into land use decisions and acquisitions. |
| Irrigation and Water Resource Management | 151 (2019) | The mandate to double food production requires corresponding investments in water infrastructure, reinforcing ADC's role in modernizing irrigation systems (Kekaha, East Kaua'i, Waiāhole, etc.). The Act's focus on long-term production capacity legitimizes ADC's capital planning for reservoir rehabilitation, water efficiency, and renewable energy integration. |
| | 239 (2025) | Act 239's interagency coordination provisions require ADC to engage with Hawai'i Department of Land and Natural Resources, Hawai'i Department of Agriculture and Biosecurity, and the Commission on Water Resource Management to align water resource policy, distribution, and infrastructure investments with statewide food-system priorities. |
| Food System Development and Market Expansion | 175 (2021) | Transfers the Farm-to-School Program to the Hawai'i Department of Education (HIDOE) and establishes a 30% local-food procurement target by 2030. ADC's aggregation, cold storage, and processing infrastructure (e.g., Wahiawā Value-Added Center, FPIN hubs) can enable producers on ADC lands to supply institutional markets, especially HIDOE. |
| | 176 (2021) | Sets escalating state procurement benchmarks for locally grown and value-added products (10% by 2025 → 50% by 2050). This legislative demand strengthens ADC's role in value-chain infrastructure, aggregation, and logistics, aligning its market-expansion investments with institutional procurement opportunities. |
| | 237 (2025) | Establishes the Food and Product Innovation Network (FPIN) within ADC to scale up value-added manufacturing and product commercialization statewide. This Act operationalizes ADC's statutory authority for agribusiness development and innovation, directly advancing the goal of food-system diversification and market growth. |
| Organizational Capacity and Partnerships | 237 (2025) | Provides funding (2 FTE and operating funds) for ADC to manage the FPIN, strengthening organizational capacity in product innovation, business development, and facility coordination. The network's structure (primary and partner members) also institutionalizes multi-agency and public-private partnerships across islands. |
| | 239 (2025) | Formalizes ADC's leadership role in interagency coordination, requiring collaboration among state departments, counties, community groups, and private partners to achieve food-system outcomes. This Act transforms ADC's partnerships from project-based cooperation to a statutory governance framework. |
| Sustainability, Innovation, and Climate Resilience | 151 (2019) | The 2030 production goal inherently advances food security and climate resilience by reducing import dependence. ADC's investment in renewable-powered irrigation systems, diversified cropping, and efficient land use supports these outcomes. |
| | 237 (2025) | FPIN emphasizes innovation, sustainability, and commercialization of "Made in Hawai'i" products, fostering circular economies and renewable resource use within the agricultural value chain. |
| | 239 (2025) | Integrates sustainability and resilience metrics into the interagency food-system framework, requiring ADC to monitor progress and align its infrastructure and land-management practices with climate adaptation goals across state agencies. |

| Hawai‘i’s Climate & Sustainability Statutory Mandates | | | Land Use, Acquisition, and Development | Irrigation and Water Resource Management | Food System Development and Market Expansion | Organizational Capacity and Partnerships | Sustainability, Innovation, and Climate Resilience |
|---|-------------------|---|--|--|--|--|--|
| 2020 | | | | | | | |
| | HRS §342B-71 | Statewide Green House Gas (GHG) Emissions Limit Reduces statewide greenhouse gas emissions at/below 1990 levels. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §269-92 | Statewide Renewable Portfolio Standard Requires utilities to achieve 30% renewable energy. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| 2022 | | | | | | | |
| | HRS §342B-36 | Statewide Cool Ban Ends all coal burning within the state. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| 2025 | | | | | | | |
| | HRS §27-8 | Farm-to-State: Local Food Purchasing Department of Health (DOH), Department of Public Safety (PSD), Department of Defense (HIDOD), and University of Hawai‘i (UH) must purchase 10% of their food from local sources. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| 2030 | | | | | | | |
| | HRS §225P-5 | Statewide GHG Emissions Limit Reduces statewide GHG emissions to 50% below 2005 levels. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §269-92 | Statewide Renewable Portfolio Standard Requires utilities to achieve 40% renewable energy. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §269-96 | Statewide Energy Efficiency Portfolio Requires reduction of 4,300 GwH of electricity use. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | Act 74, SLH 2021 | State Fleet Zero Emission Vehicle (ZEV) Transition Requires all light-duty passenger vehicles in the state fleet must be zero-emission. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | Act 151, SLH 2019 | Double Local Food Production Double local food production and increase local food exports. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §302A-405.6 | Farm-to-School HIDOE must purchase 30% of their food from local sources. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §27-8 | Farm-to-School: Local Food Purchasing DOH, PSD, HIDOD, and UH must purchase 18% of their food from local sources. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |

| Hawai‘i’s Climate & Sustainability Statutory Mandates | | | Land Use, Acquisition, and Development | Irrigation and Water Resource Management | Food System Development and Market Expansion | Organizational Capacity and Partnerships | Sustainability, Innovation, and Climate Resilience |
|---|--------------------|---|--|--|--|--|--|
| 2035 | | | | | | | |
| | HRS §302A-1510 | HIDOE Net-Zero Energy All public schools must generate as much renewable energy as they consume. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §304A-119 | UH Net-Zero Energy All University of Hawai‘i campuses must generate as much renewable energy as they consume. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | Act 74, SLH 2021 | State Fleet ZEV Transition Requires all light-duty motor vehicles in the state fleet must be zero-emission. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §27-8 | Farm-to-State: Local Food Purchasing DOH, PSD, DOD, and UH must purchase 26% of their food from local sources. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| 2040 | | | | | | | |
| | HRS §269-92 | Statewide Renewable Portfolio Standard Requires utilities to achieve 70% renewable energy. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §27-8 | Farm-to-State: Local Food Purchasing DOE, DOH, PSD, DOD, and UH must purchase 34% of their food from local sources. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| 2045 | | | | | | | |
| | HRS §269-92 | Statewide Renewable Portfolio Standard Requires utilities to achieve 100% renewable energy. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §225P-5 | Zero Emission Clean Economy The state must sequester more carbon than it emits. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | Act 74, SLH 2025 | Statewide Energy Efficiency Portfolio Requires reduction of 6,000 GwH of electricity use. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §174C-31(g)(6) | Reclaimed Water in State and County Facilities 100% use of reclaimed water except for potable/drinkable uses. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §27-8 | Farm-to-State: Local Food Purchasing DOE, DOH, PSD, DOD, and UH must purchase 42% of their food from local sources. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| 2050 | | | | | | | |
| | HRS §27-8 | Farm-to-State: Local Food Purchasing DOE, DOH, PSD, DOD, and UH must purchase 50% of their food from local sources. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |
| | HRS §342D-72 | All Cesspools Converted Statewide All cesspools must be upgraded, converted, or connected to sewage systems. | <div></div> | <div></div> | <div></div> | <div></div> | <div></div> |

Inventory Analysis

ADC Kālepa Lands



Agricultural Lands

Agricultural lands are among Hawai‘i’s most vital and limited resources, essential to achieving the State’s goals for food security, economic diversification, and sustainability. The Hawai‘i State Plan, established under HRS Chapter 226, is the overarching long-range policy framework that sets forth statewide goals, objectives, policies, and priorities for growth and development while protecting environment and culture. Within this framework, the preservation and productive use of prime agricultural lands is a matter of statewide concern.

Achieving the State’s agricultural and economic objectives relies heavily on the strategic management of public lands. ADC administers more than 22,800 acres of land on the islands of Kaua‘i, O‘ahu, and Hawai‘i, encompassing former plantation properties and infrastructure that form the backbone of Hawai‘i’s agricultural production system. Of these lands, 16,300 are farmable with the remainder being gulches, ravines, ditches, and roadways. Licenses have been issued for over 11,200 acres and an additional 2,000 are in process (pending licenses and rights of entry). Statewide, this equates to an 81% occupancy rate of farmable lands.



ADC Kekaha Lands

Current ADC Landholdings (Approximate Acres)

| | | |
|---------------------|-----------------------|-----------|
| Total Landholdings | Active Licenses | Occupancy |
| 22,800 | 11,200 | 81% |
| Total Farmable Land | Pending Licenses/ROEs | |
| 16,300 | 2,000 | |

| Landholdings by Island (in acres) | | | | |
|-----------------------------------|-----------|-----------|-----------|----------|
| Island | Total | Farmable | Licensed | ROE |
| Kaua‘i | 18,976.69 | 12,881.48 | 9,245.80 | 685.26 |
| O‘ahu | 3,854.65 | 3,460.43 | 2,017.67 | 1,316.21 |
| Hawai‘i | 1.53 | 0 | 0 | 0 |
| TOTAL | 22,832.87 | 16,343.54 | 11,263.47 | 2,003.00 |

| Pending Acquisitions (in acres) | | | |
|---------------------------------|--------|---------|----------|
| Kaua‘i | O‘ahu | Hawai‘i | Total |
| 1,115.15 | 434.34 | 0 | 1,549.49 |

A full inventory of agricultural lands with suitable water resources that are or will become available can be found in Appendices G and H.

Agricultural Infrastructure

In addition to agricultural lands on Kauaʻi and Oʻahu, the ADC also manages the Waiāhole Water System. The ADC continues to work with its farmers to improve and maintain critical infrastructure necessary to support agricultural operations. In addition to ongoing maintenance of existing infrastructure, the ADC is also developing new infrastructure and improving water storage capacity by constructing reservoirs and storage ponds to ensure farmers have a consistent and affordable supply of irrigation water.

Robust agricultural infrastructure is fundamental to the success and scalability of Hawaiʻi’s food system. Reliable irrigation, water storage, roads, energy access, and processing and distribution facilities are key enablers of commercial agriculture. The Hawaiʻi State Constitution, Article XI, Section 3, mandates the State to “conserve and protect agricultural lands, promote diversified agriculture, increase agricultural self-sufficiency and assure the availability of agriculturally suitable lands.” This directive is reinforced through strategic plans such as the 2020 Hawaiʻi Statewide Agricultural Functional Plan, which prioritizes infrastructure investments to support land and water development, food processing, and access to markets. The ADC’s mission, authorized by HRS §163D, includes planning and implementing infrastructure systems that enable efficient agricultural production on public and private lands. By addressing infrastructure gaps, especially in water access and storage, the ADC is laying the groundwork for sustainable, long-term agricultural growth and resilience across the islands.

| System | Island | Approx. Miles of Infrastructure | # of Reservoirs | Approx. Acres Served | Year Entered Portfolio |
|-------------------------------|--------|---------------------------------|-----------------|----------------------|------------------------|
| East Kauaʻi Irrigation System | Kauaʻi | 10 | 2 | 2 | 2026* |
| Kekaha Irrigation System | Kauaʻi | 30 | 3 | 3 | 2002/2009 |
| Waiāhole Irrigation System | Oʻahu | 26 | 2 | 5,600 | 1999 |
| Wahiawā Irrigation System | Oʻahu | 30 | 1 (Lake Wilson) | 17,000 | Target FY26 |

*currently in due diligence



Christian Crossing Bridge

Current ADC Infrastructure Assets

| Asset | Service Area | Type | Ownership | Condition | Rehab Timeline |
|---------------------|--------------|------------|-----------|-----------|----------------|
| Mana Reservoir | Kekaha | Irrigation | Set Aside | Poor | Year 5 |
| Kekaha Ditch System | Kekaha | Irrigation | Set Aside | Fair | Year 5 |
| Kokee Ditch System | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 21 | Kekaha | Irrigation | Set Aside | Poor | Year 5 |
| Reservoir 105 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 116 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 117 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 120 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 123 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 125 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 127 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Reservoir 130 | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Waiawa Reservoir | Kekaha | Irrigation | Set Aside | Poor | Year 10 |
| Kekaha Micro Grid | Kekaha | Electrical | Set Aside | Fair | Year 10 |

| Asset | Service Area | Type | Ownership | Condition | Rehab Timeline |
|---|--------------|------------|-----------|-----------|----------------|
| Waiawa Hydro Power Plant | Kekaha | Electrical | Set Aside | Poor | Year 1 |
| Waimea Hydro Power Plant | Kekaha | Electrical | Set Aside | Fair | Year 10 |
| Kekaha Agribusiness & Processing Building | Kekaha | Processing | Set Aside | Fair | Year 1 |
| Fuel Storage Station | Kekaha | Storage | Set Aside | Fair | Year 5 |
| East Kauai Water System (pending) | Kalepa | Irrigation | Set Aside | Poor | Year 10 |
| Lower Aahoaka Reservoir | Kalepa | Irrigation | Set Aside | Poor | Year 10 |
| Upper Aahoaka Reservoir | Kalepa | Irrigation | Set Aside | Poor | Year 1 |
| Equipment Building | Kalepa | Storage | Set Aside | Fair | Year 10 |
| 3 MG Reservoir | O'ahu | Irrigation | Fee | Good | Year 10 |
| 10 MG Reservoir | O'ahu | Irrigation | Fee | Good | Year 10 |
| Galbraith Water System | O'ahu | Irrigation | Fee | Fair | Year 1 |
| Nakatani Reservoir | O'ahu | Irrigation | Easement | Good | Year 10 |
| No. 1 Jeft Reservoir | O'ahu | Irrigation | Fee | Good | Year 10 |
| No. 2 Jeft Reservoir | O'ahu | Irrigation | Fee | Good | Year 10 |
| Reservoir 155 | O'ahu | Irrigation | Fee | Fair | Year 1 |
| Reservoir 255 | O'ahu | Irrigation | Fee | Fair | Year 1 |
| Waiāhole Water System | O'ahu | Irrigation | Fee | Fair | Year 1 |
| Wahiawā Irrigation System (pending) | O'ahu | Irrigation | Fee | Poor | Year 5 |
| Well No. 24 | O'ahu | Irrigation | Easement | Poor | Year 10 |
| Well No. 25 | O'ahu | Irrigation | Easement | Fair | Year 10 |
| Well No. 26 | O'ahu | Irrigation | Easement | Poor | Year 10 |
| Kalaeloa Processing Building | O'ahu | Processing | Set Aside | Good | Year 10 |
| Value-Add Campus (Wahiawā) | O'ahu | Processing | Fee | Good | Year 10 |
| Whitmore Ag Campus | O'ahu | Processing | Fee | Poor | Year 1 |

Kaua'i

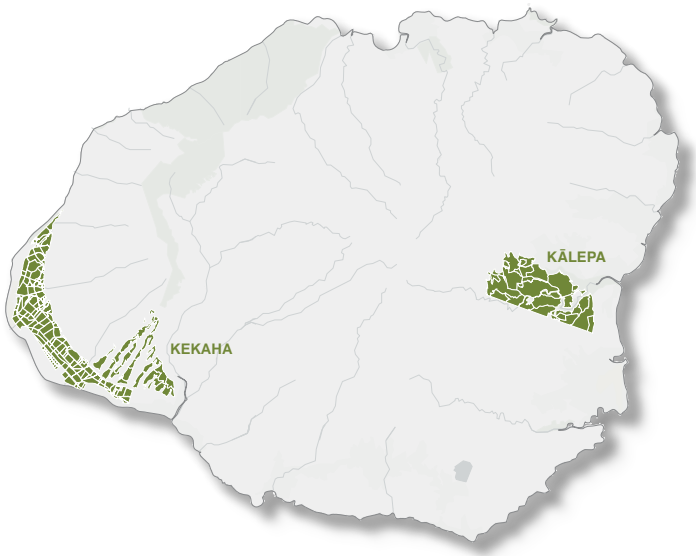
ADC's largest concentration of agricultural lands, nearly 20,000 acres, is located on the island of Kaua'i in the regions of Kekaha and Kalepa, which together form the foundation of the agency's island-wide agricultural portfolio. Both areas were transferred to ADC from the State of Hawai'i Department of Land and Natural Resources (DLNR) through Governor's Executive Orders, ensuring that the lands remain dedicated to agricultural production and rural economic development.

Kekaha

Following the closure of sugar operations in 2002, approximately 28,000 acres of former plantation lands on the Mānā Plain, a region historically known for its fertile soils and engineered irrigation systems, reverted back to the State of Hawai'i. The following year, 12,600 acres of land and infrastructure in Kekaha was officially transferred to ADC's management for agricultural and related purposes. The portfolio included agricultural land, pump stations, hydroelectric plants, and an extensive irrigation and drainage network originally built to support sugarcane cultivation.

It is important to note that lands are part of the State's ceded lands trust and carry trust obligations established under both federal and state law. This includes revenue-sharing obligations with the Department of Hawaiian Home Lands (DHHL) and the Office of Hawaiian Affairs (OHA).

Today, ADC manages and operates these lands to support diversified farms, ranching operations, and small agribusinesses. The area benefits from one of the most comprehensive surface-water systems in Hawai'i, providing reliable irrigation for year-round production. ADC works in close collaboration with the Kekaha Agriculture Association (KAA), which manages approximately 60 miles of ditches, 40 miles of roads, and 40 miles of power-distribution lines. Together, ADC and KAA are enclosing and pressurizing the system to reduce runoff, improve efficiency, and ensure long-term reliability.



ADC's management of irrigation infrastructure in Kekaha also occurs within the framework of the Waimea Watershed Agreement, a voluntary, community-based agreement among landowners, water users, and public agencies to collaboratively steward water resources in the Waimea River watershed. The agreement establishes shared principles for balancing agricultural production, ecological flows, and downstream community needs, reinforcing coordinated and conflict-reducing approaches to long-term water management in West Kaua'i (Appendix E).

Kekaha Irrigation System

The Kekaha Irrigation System comprises the Kōke'e and Kekaha Ditch Systems, two interconnected water conveyance networks constructed in the early 1900s to divert water from the Waimea River watershed to the dry but fertile Mānā Plain. The combined system historically conveyed over 100 million gallons per day (MGD) through a network of tunnels, flumes, and siphons that supplied

former plantation lands, and later, diversified agriculture. The system also includes two hydroelectric power plants, Waiawa and Waimea, which together have a generating capacity of approximately 1.6 megawatts of renewable power.

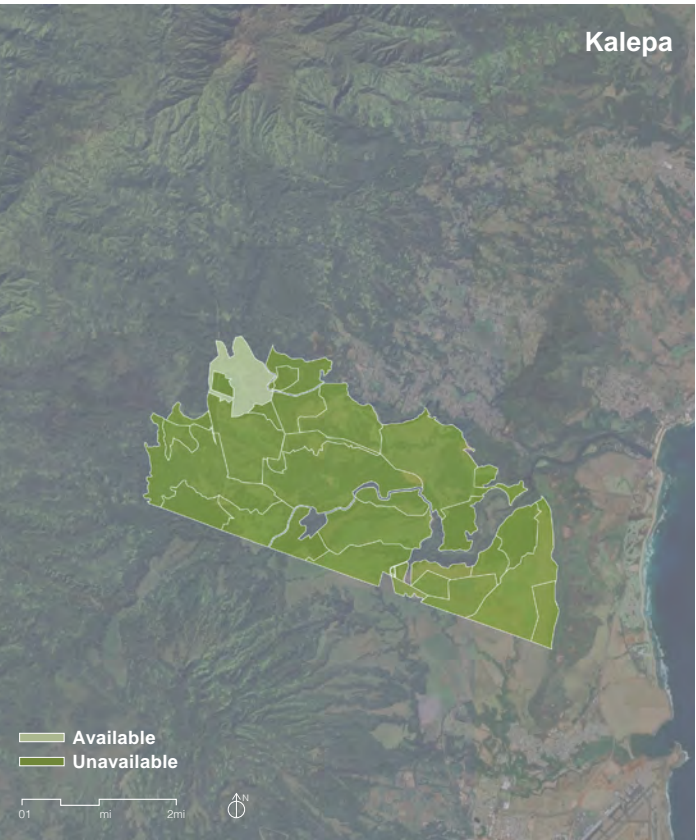
Under ADC's stewardship, the system now supports diversified crop production, pasture irrigation, and renewable-energy projects while providing essential flood-control functions for the surrounding area. Modernization priorities include upgrading reservoirs, automating water monitoring, and integrating micro-hydro and solar technologies to enhance sustainability and operational resilience. The system's dual function of irrigation and drainage make it a critical component of Kaua'i's agricultural infrastructure and public-safety network.

Kalepa

On Kaua'i's east side, ADC oversees approximately 6,200 acres of land and infrastructure within the Kalepa region, located between Kapa'a and Līhu'e. These lands were transferred from DLNR to ADC in 2010 through executive order, following the closure of Līhu'e Plantation. The transfer included the East Kaua'i Irrigation System (EKIS), which historically delivered up to 140 MGD of surface water to more than 12,000 acres of sugarcane fields across the Kapa'a and Kalepa areas. However, that transfer is still pending.

Current tenants include ranchers, small farmers, and a renewable-bioenergy producer, reflecting ADC's emphasis on diversified agriculture. The agency issues long-term licenses to stabilize tenure and encourage investment in infrastructure improvements. ADC also partners with the Kalepa Coalition, a group of 14 parcel holders responsible for maintaining shared roads, security gates, and drainage facilities within the agricultural complex.

Ongoing initiatives include rehabilitation of the EKIS, sediment and reservoir maintenance, and digital flow monitoring to enhance water delivery efficiency. These efforts improve farm productivity, strengthen climate resilience, and preserve agricultural employment across East Kaua'i's rural communities.



O’ahu

ADC’s agricultural landholdings on O’ahu are concentrated in Central O’ahu and encompass a little over 3,800 acres. These lands support a mix of small and mid-scale farming operations and serve as the geographic hub for several of ADC’s major value-added, processing, and distribution initiatives.

Central O’ahu

In 2012, the Trust for Public Land purchased 1,732 acres of land from the Galbraith Estate, near Wahiawā, and transferred the land to two Hawai’i public agencies. The ADC received approximately 1,250 acres and the OHA received the 500 acres surrounding Kūkaniloko, the royal birthing site. In 2013, ADC purchased an additional 24 acres from Castle & Cooke, and in 2015, 257 acres from Dole Food Company. Around that time, ADC embarked on the Whitmore Project, a long-term agricultural revitalization initiative to rebuild Central O’ahu’s farming economy through coordinated land acquisition, infrastructure redevelopment, and value-added processing capacity. A core operational component of the project is the Central O’ahu Agriculture and Food Hub (COAFH) located in Whitmore Village, Wahiawā. This 34-acre agricultural park is being redeveloped to serve as an aggregation hub consolidating postharvest handling, cold storage, value-added production, logistics, and distributions services to support local farmers, producers, and entrepreneurs. The state’s first commercial high-pressure processing facility is currently being constructed and will offer non-thermal services that enhance food safety, extend product shelf-life, and reduce food waste. This is a critical technology to support shelf-life stability required for export markets. The COAFH will also support institutional partners such as the Hawai’i State Department of Education (HIDOE), currently constructing the state’s first regional kitchen, a centralized meal-production facility to prepare, process, and distribute school meals for multiple campuses within a specific geographic region.

In 2024, the University of Hawai’i Leeward Community College (LCC) opened the Wahiawā Value-Added Product Development Center (WVAPDC). Situated on a commercial parcel owned by the ADC, the 33,000 square foot facility is designed to expand Hawai’i’s capacity to develop, test, and commercialize value-added agricultural products. The facility provides shared-use manufacturing space, specialized equipment, and technical assistance to support farmers, food entrepreneurs, and emerging agribusinesses.



It also provides a pathway to formal education through certificates and degrees. Together, these programs and resources play a critical role in transforming innovative ideas into market-ready products.

Windward O’ahu

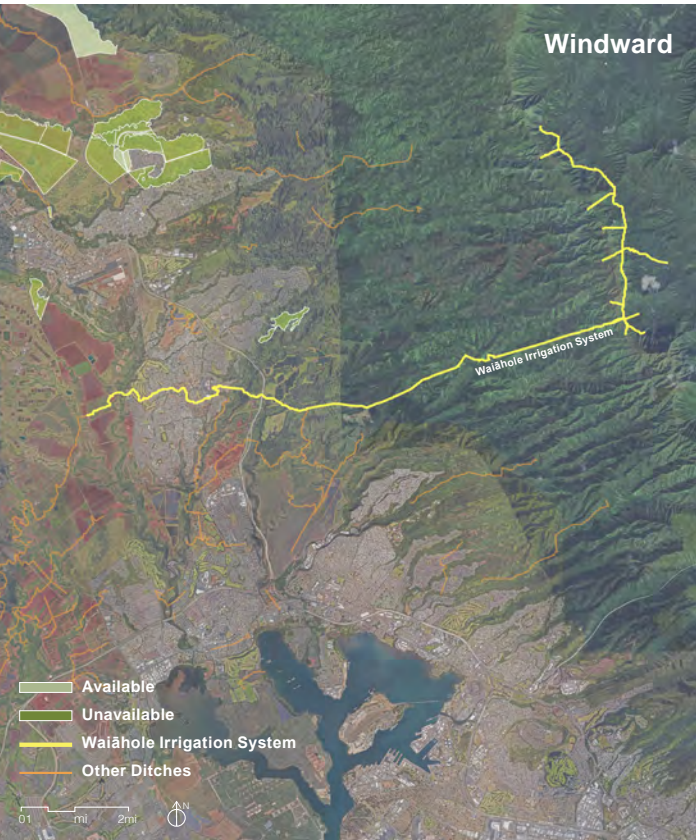
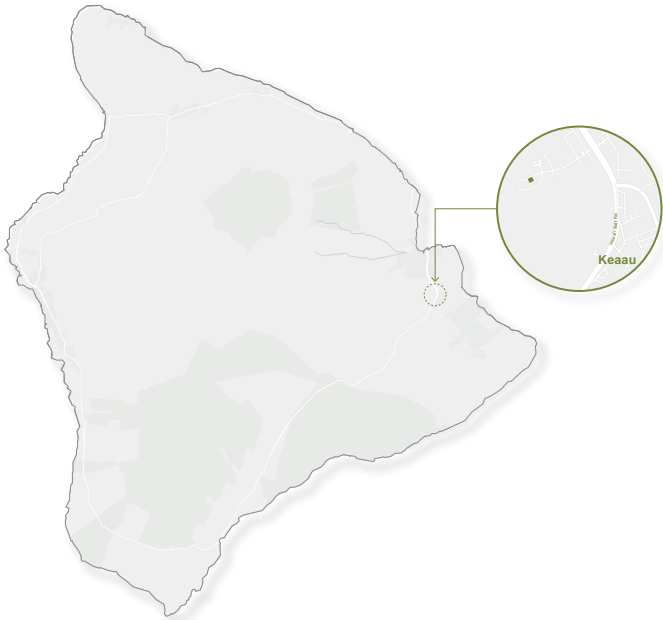
The Wāiahole Irrigation System is a historic agricultural water infrastructure that plays a key role in sustaining diversified farming across Central and Leeward O’ahu. It was originally constructed in the early 1900s to service sugar plantations. It draws water from Windward O’ahu sources and conveys it westward through a 26-mile tunnel and open-ditch system into Central O’ahu. Today, it delivers approximately 8 to 12 MGD to farmland in areas including Kunia, Mililani, and Waipahu. This gravity-fed, non-potable water supply is essential to maintaining viable commercial agriculture, reducing groundwater extraction, and preserving agricultural land use in one of O’ahu’s most productive farming regions. In addition to its economic value, the Waiāhole system provides critical environmental and public safety benefits. By keeping agricultural lands in active production, the system helps suppress invasive species and reduces fire risk in Central O’ahu. Idle, overgrown lands quickly accumulate fire-prone vegetation, increasing the intensity and spread of wildfires, as seen in recent devastating events across the state. Active irrigation suppresses vegetation fuel loads, creates firebreaks, and

provides reliable water sources for suppression efforts. Furthermore, as a gravity-fed surface water system, Waiāhole reduces reliance on aquifers and wells, helping to preserve finite groundwater resources, particularly in the Waipahu-Waiawa and Pearl Harbor aquifer sectors, which supply much of O’ahu’s drinking water. Together, the agricultural lands, associated water infrastructure, and agricultural processing facilities provide the foundation for expanding local food production and supporting institutional procurement, thus enabling the development of value-added enterprises across O’ahu.

Hawai’i Island

East Hawai’i

Located south of Hilo in Kea’au, ADC owns a 1.53 acre industrial lot in the Shipman Industrial Park. It is currently vacant but being evaluated as a strategic site for agribusiness processing, distribution and/or value-added manufacturing.



Strategic Framework

In accordance with HRS §163D-5, this section defines and establishes the foundational elements of the Hawai'i Agribusiness Plan which include goals, objectives, policies, and priority guidelines for agribusiness development. It also sets forth the structure by which the ADC will identify measurable outcomes, metrics, timeframes, and budget expectations to guide implementation. These components ensure that the plan's one-, five-, and ten-year objectives prioritize local food production from ADC's licenses and that progress is evaluated annually as part of ADC's statutory reporting to the Governor and the Legislature.

- **Goals:** Broad, long-term aspirations that describe the desired direction or intended statewide impact of the agribusiness strategy.
- **Objectives:** Specific, actionable, and time-bound steps that advance progress toward each goal.
- **Measurable Outcomes:** Quantifiable indicators used to assess the effectiveness of objectives and track progress toward goals.

The five strategic priorities that follow (land, water, food system, partnerships, sustainability) serve as the priority guidelines and policies referenced in the statute.



Strategic Priorities

Land Use, Acquisition, and Infrastructure Development

- Goal 1**
Implement Efficient Land and Crop Management Systems
- Goal 2**
Increase Acreage Under Active Cultivation
- Goal 3**
Modernize and Expand Critical Agricultural Infrastructure

The Land Use, Acquisition, and Development strategy provides a long-term framework for managing Hawai'i's agricultural lands, infrastructure, and related assets to strengthen statewide food production and ensure sustainable use of public resources. This section focuses on modernizing the systems that support agricultural activity, from digital mapping and asset management to land licensing, infrastructure investment, and workforce housing development. By integrating geospatial information systems (GIS) and digital inventories, land and crop management will become more transparent, efficient, and responsive to changing environmental and economic conditions.

The strategy emphasizes the activation of underutilized lands and the expansion of acreage dedicated to diversified food production through improved planning, coordinated partnerships, and adaptive management. Modernization of irrigation networks, roads, and processing facilities is

prioritized to address deferred maintenance and align capital improvements with agricultural productivity goals. The creation of ag-industrial and processing park sites across the islands will help expand value-added capacity, enhance market access, and reduce logistical barriers for producers.

Recognizing that land productivity depends on a stable and skilled workforce, the strategy also includes measures to assess and develop agricultural housing statewide. Establishing financing mechanisms and partnerships will support the construction of new workforce units and create opportunities for rural revitalization. Together, these initiatives aim to increase the productive use of agricultural lands, strengthen regional infrastructure, and support a resilient, data-informed agricultural landscape capable of meeting Hawai'i's long-term food security and economic diversification objectives.

Land Use, Acquisition, and Infrastructure Development

Goal 1: Implement Efficient Land and Crop Management Systems

- Objective 1.1**
Deploy and maintain an integrated GIS and asset-management platform for all ADC-controlled lands.
- Objective 1.2**
Create and maintain a digital inventory of agricultural infrastructure inclusive of irrigation, drainage, and processing facilities, with condition ratings and geospatial data.
- Objective 1.3**
Deploy and maintain a digital compliance reporting system for all licensees.
- Objective 1.4**
Utilize performance data to inform adaptive management, capital investment, and policy decisions that expand food production capacity statewide.

Goal 2: Increase Acreage Under Active Cultivtion

- Objective 2.1**
Issue new long-term licenses for diversified food production.
- Objective 2.2**
Acquire or develop farmable acres statewide.
- Objective 2.3**
Complete conservation plans for all vacant ADC parcels.

Land Use, Acquisition, and Infrastructure Development

Goal 3: Modernize and Expand Critical Agricultural Infrastructure

- Objective 3.1**
Develop a comprehensive infrastructure improvement plan identifying capital priorities and funding sources.
- Objective 3.2**
Complete priority irrigation, road, and facility rehabilitation projects on ADC-managed parcels.
- Objective 3.3**
Establish ag-industrial or processing park sites to support value-added and distribution functions.
- Objective 3.4**
Provide Agricultural Workforce Housing.



Land Use, Acquisition, and Infrastructure Development`

Measurable Outcomes

1 YEAR

- Map and enter 100% of all ADC-controlled lands and assets into the GIS system, ensuring a complete digital inventory for land management and planning.
- Complete a statewide assessment of all ADC-controlled infrastructure to determine condition and investment needs.
- Issue 10 new long-term licenses totaling 1,000 acres to diversified crop producers.
- Identify at least 1,000 acres of high-priority parcels suitable for acquisition based on soil quality and infrastructure availability.
- Complete a baseline assessment for all vacant ADC parcels to determine readiness for agricultural use.
- Prepare conservation plans for at least 20% of vacant parcels to support resource stewardship and accelerate future land disposition.
- Rank and publish the top 10 infrastructure projects using criteria of safety, productivity impact, and food-system value.
- Initiate construction or rehabilitation on at least three high-priority sites that directly support food production, including irrigation, drainage, or access road improvements.
- Identify regulatory and financing barriers to agricultural workforce housing development.

5 YEAR

- Maintain GIS and asset inventory with less than a 3% data gap, ensuring accuracy in land oversight.
- By Year 3, ADC will implement a fully online/automated compliance reporting system for all licensees.
- By Year 5, establish baseline compliance rate for licensees, with at least 90% submitting annual reports.
- Develop and publish an annual performance dashboard on ADC's website in compliance with §163D-5(b).
- Issue new long-term licenses totaling 5,000 acres to diversified crop producers.
- Acquire ≥ 1,500 new acres and develop for cultivation with necessary utilities.
- Prepare conservation plans for at least 50% of vacant parcels to support resource stewardship and accelerate future land disposition.
- Annual CIP request process aligned with condition ratings and food-system needs.
- Initiate at least 10 priority rehabilitation projects statewide.
- Initiate at least one fully functional agricultural industrial park and two shared-use processing facilities.
- Establish partnership agreements with HHFDC, USDA Rural Development, or equivalent for workforce housing development.
- Complete a needs assessment identifying number, type, and location of required housing units around ADC lands to develop a Workforce Housing Development Plan.

10 YEAR

- Continuous operation of a transparent, public-facing land and water data system that informs legislative and budgetary decisions.
- Acquire 5,000 new acres and develop for cultivation with necessary utilities.
- Prepare conservation plans for all vacant parcels to support resource stewardship and accelerate future land disposition.
- Complete ten priority rehabilitation projects statewide.
- Construct and operationalize at least one fully functional agricultural industrial park and two shared-use processing facilities.
- Initiate two pilot workforce housing projects (20–30 units each).

Spotlight

Grove Farm Acquisition and Development

The acquisition of 1,040 acres of Grove Farm lands on Kauaʻi represents a major advancement in restoring former plantation lands to productive agricultural use. Situated in the island’s historic plantation corridor, the site includes fertile soils, two operational reservoirs, and plantation-era ditch alignments that can be modernized and integrated into ADC’s East Kauaʻi Irrigation System. This action secures critical water assets, prevents land fragmentation, and ensures long-term agricultural use for community benefit.

The initiative fulfills ADC’s statutory mandate to acquire and manage former plantation resources for diversified agriculture and economic revitalization. It provides a foundation for food production, water conservation, and regional enterprise growth. The property’s location near Kauaʻi’s transportation routes enables efficient distribution, while its size and topography accommodate diversified cropping, livestock grazing, and small-scale processing. The reservoirs add drought resilience and will be upgraded with digital monitoring systems, dam safety improvements, and renewable microgrid technologies to promote energy independence and water-use efficiency.

The Grove Farm project also links agriculture with education and workforce development. ADC will work with the Department of Corrections and Rehabilitation (DCR) to create vocational programs in irrigation, cultivation, and food processing for incarcerated individuals, with pathways to post-release employment. A complementary partnership with HIDOE will explore a centralized food hub and school meal procurement facility to increase the use of locally grown produce in public institutions. These coordinated efforts strengthen the connection between agricultural revitalization, education, and local food supply chains.

Together, these efforts demonstrate how strategic land management and community partnership can transform former plantation assets into productive, resilient, and inclusive agricultural landscapes, supporting local farmers, advancing food self-sufficiency, and reinforcing Hawaiʻi’s transition toward a diversified agricultural economy.



Strategic Priorities

Irrigation and Water Resource Management

- Goal 1**
Modernize, Scale, and Secure Agricultural Water Systems
- Goal 2**
Institutionalize Shared Water Infrastructure and Governance
- Goal 3**
Expand Water Access and Efficiency for Local Food Production

The Irrigation and Water Resource Management strategy establishes a comprehensive framework to modernize, expand, and safeguard Hawai'i's agricultural water systems in support of long-term food security and climate resilience. It focuses on upgrading aging irrigation infrastructure, acquiring new water sources, and developing systems that are more adaptive to drought, flooding, and wildfire risks. Modern water infrastructure that integrates wells, reservoirs, pipelines, and digital monitoring will ensure that agricultural lands remain viable and that water delivery systems operate efficiently and equitably across islands and production areas.

This strategy also emphasizes collaborative governance and shared responsibility for water infrastructure. By formalizing maintenance frameworks, standardizing water-use agreements, and adopting transparent data-reporting

systems, it promotes coordinated management among farmers, state agencies, and local partners. Initiatives for water conservation, reuse, and financial sustainability are designed to extend the lifespan of existing systems while lowering operational costs and reducing environmental impacts.

Expanding water access for diversified agriculture remains central to this approach. Through improved irrigation efficiency, renewable energy integration, and resource recovery, the strategy aims to increase the acreage devoted to local food production and reduce vulnerability to climate variability. Data-driven performance monitoring will guide future investments, enabling adaptive management and evidence-based decision-making. Collectively, these efforts establish a resilient, efficient, and sustainable foundation for managing Hawai'i's most critical agricultural resource, wai.

Irrigation and Water Resource Management

Goal 1: Modernize, Scale, and Secure Agricultural Water Systems

- Objective 1.1**
Rehabilitate and upgrade critical irrigation infrastructure.
- Objective 1.2**
Acquire new wells and surface-water sources to expand agricultural supply.
- Objective 1.3**
Develop climate and fire resilient infrastructure.

Goal 2: Institutionalize Shared Water Infrastructure and Governance

- Objective 2.1**
Establish shared water-use and maintenance frameworks.
- Objective 2.2**
Integrate digital monitoring and transparent data reporting.
- Objective 2.3**
Develop water-conservation and reuse initiatives.
- Objective 2.4**
Implement financial sustainability models for irrigation systems.



Irrigation and Water Resource Management

Goal 3: Expand Water Access and Efficiency for Local Food Production

- Objective 3.1**
Increase irrigated acreage devoted to local food production.
- Objective 3.2**
Improve water-use efficiency among tenants.
- Objective 3.3**
Integrate renewable energy and resource recovery into irrigation operations.
- Objective 3.4**
Establish data-driven performance monitoring to guide adaptive management.



Irrigation and Water Resource Management

Measurable Outcomes

1 YEAR

- Acquire at least one water system on O’ahu that supports irrigation for diversified food crops, increasing reliable water access for agricultural producers.
- Acquire at least one water system on Kaua’i that irrigates diversified food crops, expanding the agency’s reach and improving agricultural water reliability.
- Develop, finalize, and prepare for statewide implementation a standardized policy and process for shared water agreements.
- Execute a feasibility study evaluating the viability of a potential energy project to support agricultural water system efficiency or resilience.
- Complete condition assessments for 100% of ADC-managed irrigation infrastructure and publish findings in a publicly accessible report.
- Identify and prioritize critical areas for irrigation expansion to support at least 500 new acres of agricultural production.
- Establish formal water management agreements with all major users and update operational protocols to reduce service disruptions by 10%.
- Publish a publicly accessible dashboard tracking system status, repair schedules, and ongoing projects, with quarterly updates.

5 YEAR

- Complete the necessary upgrades to the Wahiawā Dam to meet all applicable dam safety regulations and compliance standards.
- Execute the O’ahu R1 Water Infrastructure Plan, including implementation of identified projects, permitting steps, and resource investments.
- Draft and publish a plan to expand the Waiāhole Ditch footprint to include unirrigated lands in Central O’ahu, supported by feasibility analysis and land-use data.
- Upgrade or replace 50% of aging irrigation infrastructure, including automated monitoring and remote controls, to improve efficiency and reduce water loss by 15–20%.
- Expand service to an additional 2,000 acres of farmland through upgraded systems and new distribution channels.
- Develop and implement a resiliency plan addressing climate risk, drought, and emergency water storage for all major systems.
- Maintain annual public reporting of progress against modernization, expansion, and resiliency goals, including project costs and timelines.

10 YEAR

- Acquire at least one water system on a neighbor island currently not served by ADC, expanding agricultural water access beyond existing service areas.
- Implement an approved water conservation strategy across 100% of ADC-managed water systems to improve efficiency and reduce waste.
- Install satellite-reading water meters on at least two ADC-managed water systems to enable remote monitoring and improved water management.
- Install real-time instream water-reading equipment on every ADC-managed water system, ensuring continuous, remotely reported flow and usage data.
- Achieve full modernization of ADC-managed irrigation infrastructure, integrating advanced telemetry, predictive maintenance, and energy-efficient technologies.
- Ensure all feasible agricultural lands on Kaua’i and neighbor islands have reliable access to irrigation water, supporting sustainable expansion of crop production.
- Guarantee system resilience against extreme weather events, drought, and other disruptions through redundancy, storage, and emergency protocols.
- Establish annual, publicly accessible audits of water use, infrastructure performance, and progress toward statewide agricultural water goals.

Spotlight

East Kauaʻi Irrigation System Acquisition

The ADC’s acquisition of the East Kauaʻi Irrigation System (EKIS) marks a critical step toward revitalizing agriculture and sustainable land use across more than 5,000 acres of adjacent state-owned agricultural lands on Kauaʻi. These lands support a diverse range of producers, including small and disadvantaged farmers who rely on reliable irrigation to sustain and grow their operations. Current crops include taro, sweet potato, tropical fruits, vegetables, and forage crops, with significant potential to increase productivity by opening an additional 500 acres of unirrigated lands. Maintaining these lands in active production not only enhances food security and economic development but also helps reduce wildfire fuel loads, control invasive species, and provide accessible water sources for fire suppression - an increasingly critical benefit amid growing wildfire risks across Hawaiʻi.

The system also serves the DHHL, whose homestead communities have a constitutional right to water under Article XII, Section 1 of the Hawaiʻi State Constitution. Ensuring equitable and prioritized water delivery to DHHL lands is integral to ADC’s management responsibilities. Utilizing surface water from EKIS further helps reduce pressure on groundwater aquifers, protecting vital drinking water resources and supporting long-term water sustainability on Kauaʻi.

According to the USDA NASS 2024 and the Hawaiʻi Department of Agriculture 2022 Farm Profitability Analysis, Hawaiʻi’s specialty and diversified crops generate strong per-acre revenue. Papaya and coffee earn approximately \$7,500–\$10,500 per acre, vegetables and melons produce around \$16,600 per acre, and floriculture and nursery crops can exceed \$50,000 per acre under protected production. Smaller tropical specialty crops, such as turmeric and noni, also contribute valuable niche income. Averaging these three categories results in an estimated \$25,700 per acre, and applied to 5,000 acres, this represents an approximate \$128.5 million economic impact.



Strategic Priorities

Food System Development and Market Expansion

- Goal 1**
Develop Food and Product Innovation Infrastructure to Improve Statewide Food Security
- Goal 2**
Strengthen Institutional Procurement and Market Alignment
- Goal 3**
Expand Value-Added and Protein Processing Capacity
- Goal 4**
Enhance Business Capacity and Workforce Development

The Food System Development and Market Expansion strategy focuses on building the physical, institutional, and human infrastructure necessary to strengthen Hawai'i's food economy and reduce dependence on imported products. It establishes a coordinated framework for developing innovation hubs, modernizing processing and distribution systems, and expanding local market access for farmers and producers. Central to this approach is the Hawai'i Food and Product Innovation Network (FPIN), a statewide system of open-access facilities designed to accelerate product development, scale value-added production, and integrate renewable energy and resource-efficient operations. Through the expansion of the COAFH and the creation of new regional facilities on neighbor islands, the strategy enhances capacity for aggregation, cold storage, and processing, enabling producers to reach both institutional and consumer markets more effectively.

This framework also advances market coordination and institutional procurement to align production with statewide

food security goals. By developing a producer database, implementing market forecasting tools, and strengthening cooperative marketing and branding, the strategy seeks to create stable, predictable demand for Hawai'i-grown products. Feasibility studies and modernization of processing facilities will expand the state's capacity for protein and value-added product development, while digital traceability systems will enhance transparency and food safety across the supply chain.

Equally important is the development of a skilled and inclusive agricultural workforce. The strategy promotes entrepreneurship, financing, and technical assistance programs to empower small and mid-size producers and strengthen the agribusiness and food manufacturing workforce pipeline. Together, these initiatives form an integrated system that connects production, processing, and distribution ultimately supporting innovation, economic diversification, and the long-term resilience of Hawai'i's food system.



Food System Development and Market Expansion

Goal 1: Develop Food and Product Innovation Infrastructure to Improve Statewide Food Security

- Objective 1.1**
Establish and operationalize the FPIN.
- Objective 1.2**
Advance the Central O’ahu Agriculture and Food Hub.
- Objective 1.3**
Develop additional FPIN and value-added facilities on neighbor islands.
- Objective 1.4**
Create a business incubation and technical assistance program for small and mid-size producers.
- Objective 1.5**
Integrate renewable energy and resource efficiency in all FPIN facilities.

Goal 2: Strengthen Institutional Procurement and Market Alignment

- Objective 2.1**
Expand HIDEOE and institutional procurement of local food.
- Objective 2.2**
Develop a statewide producer database and aggregation logistics system.
- Objective 2.3**
Implement market forecasting and crop planning tools.
- Objective 2.4**
Support cooperative marketing and brand development.



Food System Development and Market Expansion

Goal 3: Expand Value-Added and Protein Processing Capacity

- Objective 3.1**
Conduct feasibility studies for small-animal and livestock processing facilities statewide.
- Objective 3.2**
Modernize existing ADC processing facilities.
- Objective 3.3**
Develop a statewide distribution and cold-storage network.
- Objective 3.4**
Integrate data-driven quality control and traceability systems.

Goal 4: Enhance Business Capacity and Workforce Development

- Objective 4.1**
Develop an agribusiness and food-manufacturing workforce pipeline.
- Objective 4.2**
Expand entrepreneurship and financing programs for farmers and value-added producers.
- Objective 4.3**
Promote equity and inclusion in food-system participation.



Food System Development and Market Expansion

Measurable Outcomes

1 YEAR

- Identify and document a suitable site on Kaua'i for a Food and Product Innovation location, including land suitability analysis and site requirements.
- Map all commodities currently grown and potentially growable on ADC lands in Central O'ahu, using soil, water, and climate suitability data.
- Purchase land on O'ahu suitable for developing a small animal slaughterhouse that meets permitting and zoning requirements.
- Purchase land on Kaua'i for a Food and Product Innovation location, supported by site analysis and acquisition documentation.
- Provide certified food safety training to 50% of participating farmers and producers targeting institutional buyers.
- Assist at least 25 farms or food businesses in obtaining recognized food safety certifications (e.g., GAP, HACCP).
- Conduct 3–5 pilot partnerships with schools, hospitals, or government agencies to trial institutional purchasing of certified local products.
- Develop a baseline report on the number of certified producers, available products, and pilot institutional purchase volumes.

5 YEAR

- License land in COFAH to at least one new food manufacturing company, completing the license agreement and site readiness requirements.
- Identify all ADC tenants interested in selling to state institutions, maintaining an updated list and interest profiles.
- Beginning in Year 2 and annually thereafter, ADC will host at least one meeting between ADC farmers and Hawai'i DOE procurement staff to coordinate meal plan needs and explore contract-growing opportunities.
- Complete construction of a small animal slaughterhouse on O'ahu, meeting all regulatory, food safety, and operational requirements.
- Construct a high-pressure processing (HPP) packaging facility on O'ahu to support food safety and value-added product development.
- Contract professional services to design the Entrepreneur Product Manufacturing Facility (EPMF) on O'ahu equipped to support start-up and small-scale food and product producers.
- Achieve 80% food safety certification among farms and producers supplying institutional markets.
- Expand institutional purchasing to 25–30% of total production from certified local producers.
- Generate an estimated \$10–\$15 million in new revenue annually for certified producers through institutional contracts.
- Publish an annual institutional purchasing report detailing certified producer participation, volume, revenue, and geographic distribution.

10 YEAR

- Develop necessary infrastructure on Kaua'i to support an EPMF facility, including utilities, permitting, and site preparation.
- Develop microgrid systems on O'ahu and Kaua'i designed to support food and product innovation facilities, ensuring reliable, renewable power.
- Build and launch an online statewide producer database and aggregation logistics system to streamline procurement and market access.
- Implement a program to support marketing, branding, and market positioning for ADC tenants participating in the state procurement system.
- Develop necessary infrastructure on Maui to support an EPMF facility, including utilities, permitting, and site preparation.
- Develop necessary infrastructure on Hawai'i Island to support an EPMF facility, including utilities, permitting, and site preparation.
- Ensure all eligible institutional purchasers' source at least 50% of produce from certified local farms.
- Maintain 90–95% certification compliance among local farms supplying institutional markets.
- Increase annual revenue from institutional markets to \$30–\$50 million statewide, supporting long-term farm viability.
- Maintain a public, interactive database of certified producers, best practices, and institutional sourcing data to facilitate transparency, collaboration, and continuous food safety improvement.



Spotlight

Hawai‘i Food and Product Innovation Network

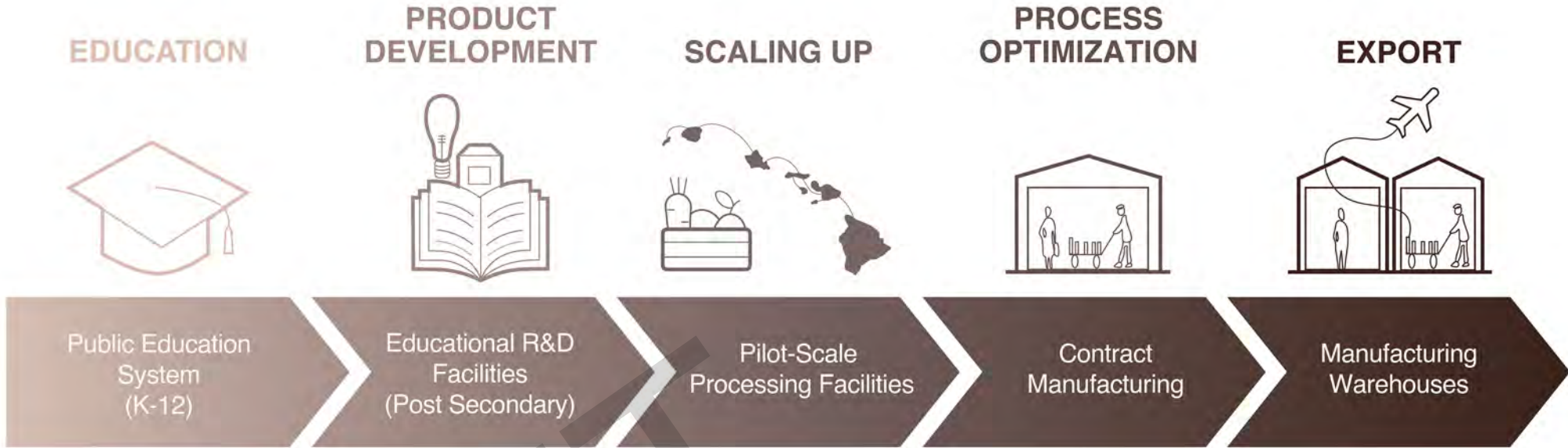
In 2025, the Hawai‘i State Legislature established the FPIN within ADC to scale up value-added manufacturing and product commercialization and to further Hawai‘i’s agricultural, food security, and economic diversification goals.

The FPIN will include a network of statewide, open-access food and product innovation facilities designed to help businesses to scale efficiently and sustainably. These facilities will offer technical expertise, advanced production and manufacturing equipment, workforce training, and commercialization support. Access to shared, fee-for-service manufacturing, cold storage, and lease spaces will allow businesses to expand operations without the need for significant upfront capital investments, lowering barriers to entry while enabling local producers to create value-added products, increase production capacity, and reach larger markets.

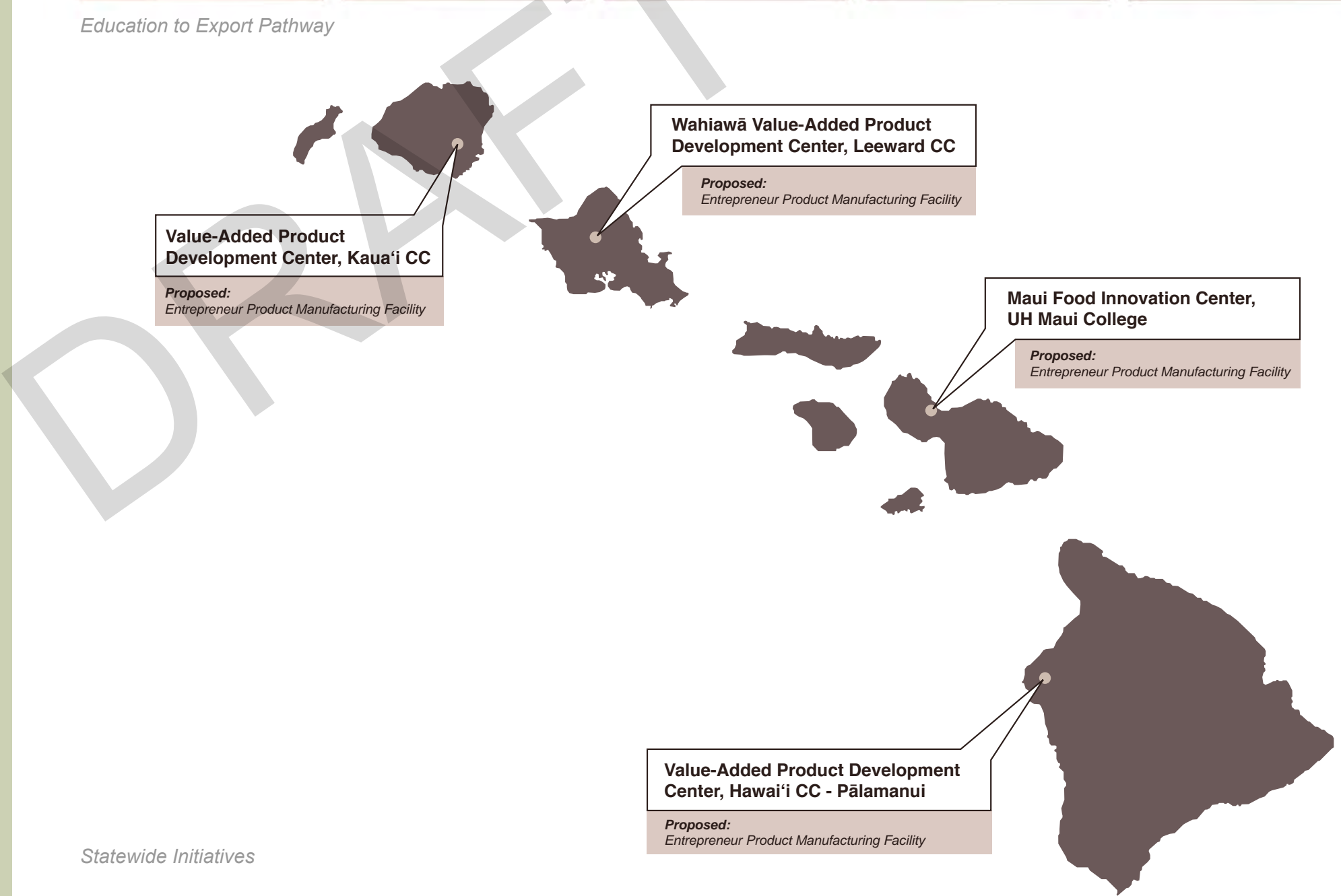
Hawai‘i’s emerging FPIN is designed to create a sustainable and resilient agricultural economy by establishing a seamless pathway from education to commercialization to export. This pathway begins with the integration of agriculture, food systems, and sustainability into the public education curricula at the K-12 and adult education levels, helping to build early awareness and interest in agricultural careers. Postsecondary institutions then provide applied, hands-on learning through food and product development centers that include test and production kitchens, technical assistance, and industry-aligned certificates and degrees in areas such as Ag Tech, Food Science, and value-added manufacturing.

As businesses progress beyond early-stage development, FPIN supports the transition to commercial-scale operations through pilot-scale processing facilities, contract manufacturing partnerships, and warehouse and production lease spaces. These assets provide the infrastructure, regulatory support, and operational expertise needed to scale production, improve consistency and quality, and meet market and export requirements. By linking education, workforce development, and infrastructure, FPIN helps de-risk growth and accelerates the success of Hawai‘i-based enterprises.

The Central O‘ahu-based EPMF serves as the initial pilot-scale processing facility for the statewide FPIN. It is intended to provide next-phase support for farmers, entrepreneurs and agribusinesses emerging from the WVAPDC. Future EPMFs are envisioned in close association with postsecondary institutions on Kaua‘i, Maui, and Hawai‘i Island, creating a distributed yet coordinated network that supports regional strengths while advancing a unified statewide strategy.



Education to Export Pathway



Statewide Initiatives

Spotlight

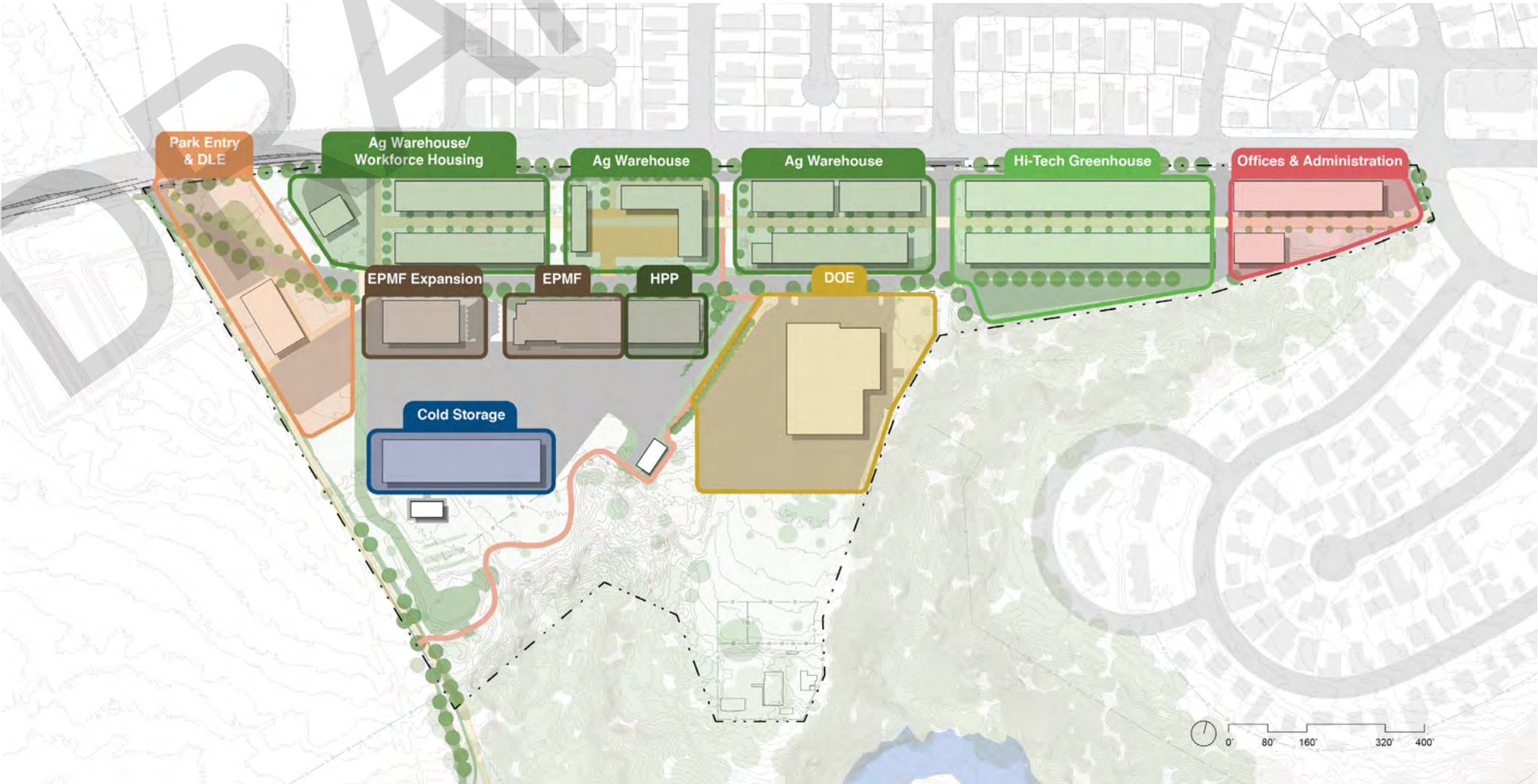
Central O‘ahu Agriculture and Food Hub

The COAFH represents a strategic investment in Hawai‘i’s agricultural resilience, value-added production capacity, and food system infrastructure. Located in the heart of Central O‘ahu, the hub is envisioned as a multi-functional complex that supports agricultural producers, food entrepreneurs, and agribusinesses by addressing persistent gaps in aggregation, processing, and distribution. By co-locating complementary facilities and services, the hub strengthens regional supply chains while advancing statewide goals for food security, economic development, and sustainable use of agricultural lands.

At its core, the hub serves as a centralized point for aggregation and post-harvest handling, enabling small and mid-sized producers to efficiently move products from farm to market. Shared infrastructure such as cold storage, manufacturing facilities, tenant lease spaces, and greenhouses reduce barriers to entry for farmers and food businesses that lack access to capital-intensive facilities. These shared assets help producers retain more value locally, improve product quality and consistency, and better meet food safety, regulatory, and buyer requirements.

Several key facilities currently under development anchor the hub and demonstrate its phased, strategic approach. These include a HIDEOE Regional Kitchen to support local food procurement for public school meals, as well as an HPP Facility that will expand preservation options and shelf-life for locally produced foods. The envisioned EPMF would provide flexible, scalable manufacturing space for small and emerging agribusinesses to transition from pilot-scale production to commercial markets. Together, these facilities provide critical backbone infrastructure that supports both institutional markets and value-added production, while increasing demand for Hawai‘i-grown agricultural products.

In addition to production and processing infrastructure, the COAFH integrates supportive uses such as workforce housing to help address labor availability and long-term workforce stability in the agricultural sector. By pairing essential facilities with housing and operational support, the COAFH reflects ADC’s commitment to building an integrated, resilient, and inclusive agribusiness ecosystem. Through coordinated infrastructure investment, cross-sector partnerships, and phased development, the hub is positioned to deliver long-term benefits for farmers, food producers, and communities statewide.



Strategic Priorities

Organizational Capacity and Partnerships

- Goal 1**
Adapt Organizational Structure to Support the Updated Strategic Plan
- Goal 2**
Integrate Performance Tracking and Transparency
- Goal 3**
Deepen Strategic Partnerships
- Goal 4**
Build Financial Resilience and Funding Partnerships

The Organizational Capacity and Partnerships strategy strengthens the institutional foundation needed to implement the agribusiness development priorities outlined in this plan. It focuses on aligning internal systems, staffing, and processes with updated statutory mandates and emerging operational needs, ensuring that the organization functions efficiently and transparently. Key actions include restructuring internal divisions, modernizing administrative procedures, and upgrading technology systems to improve data management and interdepartmental coordination. A comprehensive onboarding and professional development program will cultivate expertise across disciplines, ranging from land management and infrastructure development to value-added production and finance, while the Annual Impact Report will communicate measurable outcomes to stakeholders and the public.

Enhancing organizational performance and accountability is central to this approach. A unified performance management framework, supported by a public online data dashboard and performance-based budgeting, will improve transparency, guide decision-making, and institutionalize a culture of continuous improvement. These systems will

ensure that operations remain data-driven, adaptable, and responsive to changing economic, environmental, and legislative conditions.

The strategy also emphasizes partnership development as a means of scaling impact and leveraging shared resources. Strengthened coordination with DBEDT, the University of Hawai'i System, and other research and agricultural institutions will promote innovation and statewide collaboration. Formal interagency mechanisms will align agricultural development with broader food-system planning, while engagement with community organizations and industry partners will help ensure that initiatives remain grounded in local priorities.

Finally, building financial resilience is a core priority. Diversifying funding sources, developing blended finance models, and establishing an Agricultural Investment Partnership Framework will support long-term stability and enable continued investment in infrastructure, innovation, and farmer support. Together, these initiatives position the organization to operate with greater efficiency, transparency, and strategic alignment, ensuring sustained leadership in



Organizational Capacity and Partnerships

Goal 1: Adapt Organizational Structure to Support the Updated Strategic Plan

- Objective 1.1**
Update ADC’s internal structure, staffing, and processes to reflect new statutory mandates and operational priorities.
- Objective 1.2**
Develop a comprehensive onboarding and professional development program.
- Objective 1.3**
Upgrade technology and record-keeping systems.
- Objective 1.4**
Design and publish an annual “ADC Impact Report.”

Goal 2: Integrate Performance Tracking and Transparency

- Objective 2.1**
Develop a unified performance management framework.
- Objective 2.2**
Create a publicly accessible online data dashboard.
- Objective 2.3**
Institutionalize continuous improvement practices.
- Objective 2.4**
Implement performance-based budgeting.



Organizational Capacity and Partnerships

Goal 3: Deepen Strategic Partnerships

- Objective 3.1**
Strengthen coordination within DBEDT.
- Objective 3.2**
Formalize partnerships with key agricultural and research institutions.
- Objective 3.3**
Develop interagency coordination mechanisms for statewide food-system planning.
- Objective 3.4**
Engage community and industry partners.

Goal 4: Build Financial Resilience and Funding Partnerships

- Objective 4.1**
Diversify funding sources and develop blended finance models.
- Objective 4.2**
Establish transparent financial management and reporting systems.
- Objective 4.3**
Create an Agricultural Investment Partnership Framework.



Organizational Capacity and Partnerships

Measurable Outcomes

1 YEAR

- Complete a full review and redescribe 100% of ADC staff positions and titles, aligning duties with agency needs and the updated Strategic Plan.
- Draft a new organizational chart that fully supports the ADC Board of Directors’ updated Strategic Plan and reflects revised roles, reporting lines, and functional areas.
- Design a new annual budget development process that explicitly incorporates Strategic Plan priorities and includes documented steps, timelines, and accountability measures.
- Hold monthly Board of Directors meetings in all four counties (Hawai’i, Maui, O’ahu, and Kaua’i) to strengthen statewide engagement and transparency.
- Complete and present the Subsidiary Permitted Interaction Group (PIG) report outlining recommendations for financial sustainability and partnership strategies.

5 YEAR

- Design, publish, and distribute an annual “ADC Impact Report” that summarizes achievements, partnerships, land outcomes, financial impacts, and statewide contributions.
- Design and implement a standardized onboarding process for all positions that includes individualized professional development plans and organizational leadership training.
- Design and adopt a comprehensive system for measuring organizational performance and impact, including KPIs, data collection processes, and annual reporting.
- Develop a formal framework for planning and executing joint projects with DBEDT departments and attached agencies, including criteria, workflows, and shared governance structure.
- Create a standardized business plan framework to evaluate new opportunities and identify partners that align with ADC’s mission and financial sustainability goals.

10 YEAR

- Create a public-facing, continuously updated dashboard displaying all ADC projects, available lands, and business development tools, ensuring transparency and public engagement.
- Develop and implement a formal framework to evaluate and support development of new crops and varieties adapted to limited water availability and climate-change conditions.
- Design and launch an Agricultural Investment Partnership Framework that outlines investment structures, partner roles, project criteria, and pathways for private–public collaboration.



Spotlight

Statewide Hiring

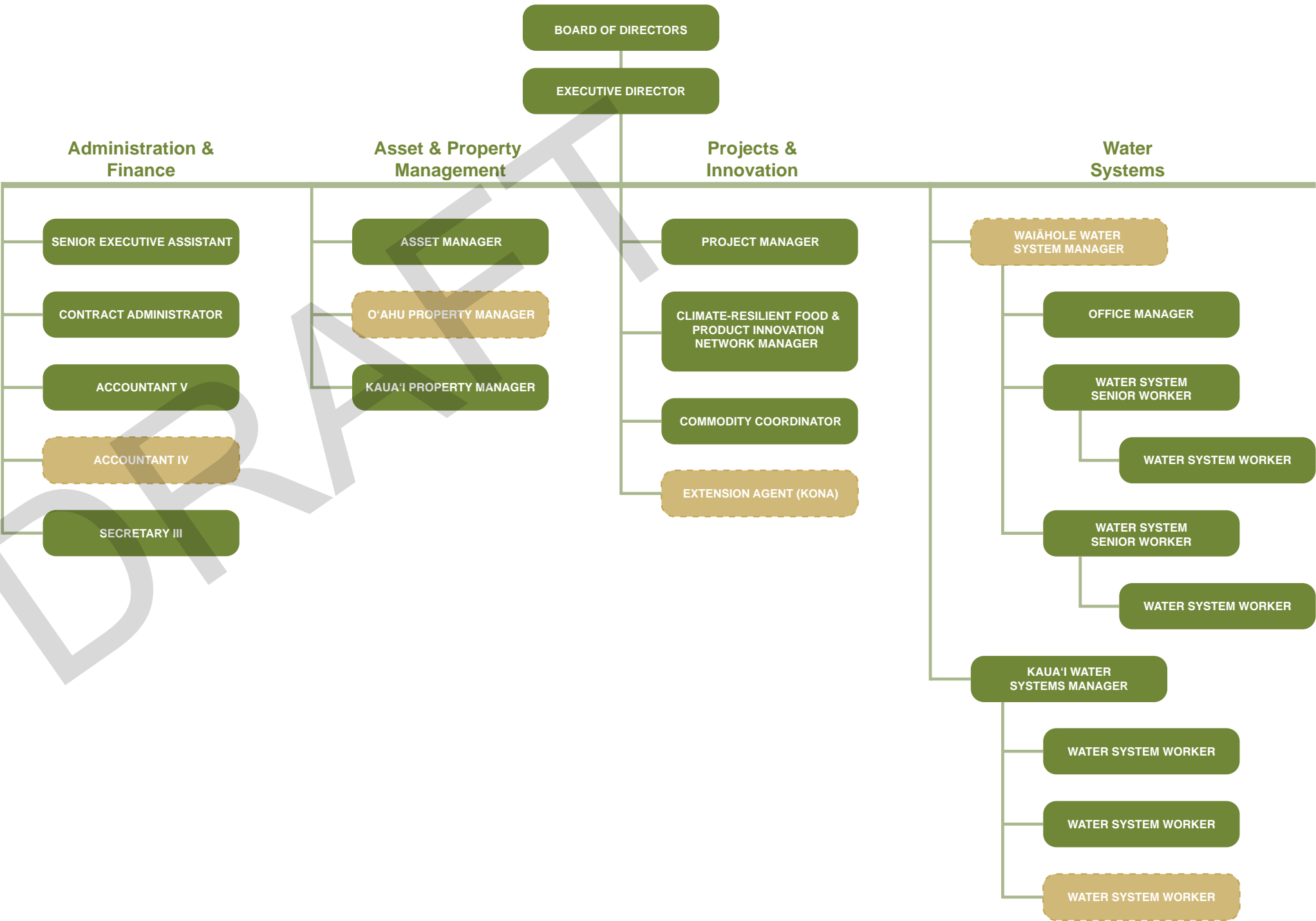


Organizational Capacity and Partnerships

At the time of the 2023 Strategic Plan, ADC’s organizational chart reflected 15 authorized positions, with five vacancies. Since then, ADC has expanded to 23 authorized positions—an increase of eight positions, representing approximately a 53 percent growth in staffing authorization. These additions were made in direct response to community-expressed needs, as well as strong support from the Governor and the Legislature to enhance ADC’s capacity and effectiveness. Importantly, five of the newly authorized positions are based on Kaua’i, reflecting a targeted investment in neighbor island capacity and responsiveness to local agricultural priorities. While the total number of vacancies remains at five, all positions are currently in active recruitment, reducing the vacancy rate from approximately 33 percent in 2023 to about 22 percent today.

This staffing expansion reflects ADC’s growing responsibilities and the addition of legislatively authorized positions to support agricultural infrastructure, land and water resource management, and program development. By aligning staffing decisions with community input and placing new positions on Kaua’i, ADC is advancing regional equity, strengthening on-island service delivery, and improving engagement with agricultural stakeholders. Filling vacant positions and staffing newly authorized roles remains a top organizational priority as ADC continues to meet legislative mandates and advance strategic objectives.

Prioritizing the recruitment of qualified local candidates further strengthens ADC’s internal capacity while supporting Hawai’i’s broader goals of sustainable job creation within the agricultural sector. These positions provide meaningful career pathways in agriculture, natural resource management, and public service, helping to build a skilled workforce aligned with the State’s vision for food security, regional resilience, and economic diversification.



Strategic Priorities

Sustainability, Innovation, and Climate Resilience

- Goal 1**
Advance a Climate-Resilient Agricultural Sector
- Goal 2**
Advance Agricultural Technology and Smart-Farming Innovation
- Goal 3**
Align Agricultural Practices with State Energy and Food Security Goals
- Goal 4**
Promote Regenerative Agriculture and Natural Resource Stewardship

The Sustainability, Innovation, and Climate Resilience strategy establishes a forward-looking framework to ensure that Hawai'i's agricultural sector remains productive, adaptive, and environmentally responsible in the face of changing climate conditions. It integrates climate adaptation, mitigation, and disaster-preparedness measures into agricultural planning and management, advancing a statewide transition toward climate-resilient food systems. Core actions include the development of a Climate Action Plan for Agriculture, expansion of fire and disaster mitigation capacity, and establishment of annual monitoring and reporting on resilience metrics. These measures aim to safeguard agricultural lands and infrastructure while supporting long-term resource security.

The strategy also prioritizes innovation as a driver of sustainability and competitiveness. By promoting precision agriculture, smart-farming technologies, and applied research partnerships, it seeks to enhance production efficiency, reduce input costs, and improve data-informed decision-making. A Smart Agriculture Innovation Grant Program will catalyze new practices and technologies suited to Hawai'i's unique conditions, while innovation metrics will be embedded into project evaluations to track progress and inform adaptive management.

Aligned with the State's broader energy and food security goals, the strategy advances the use of renewable energy, circular resource systems, and low-waste operations across agricultural facilities and lands. Investments will focus on crops and livestock that reduce import dependencies and strengthen local supply chains. Collaborative resource planning with state agencies will ensure that agricultural growth aligns with sustainable land, water, and energy management.

Finally, this strategy reinforces regenerative agriculture and natural resource stewardship as central pillars of long-term sustainability. Implementation of regenerative soil management, watershed restoration, and biodiversity protection programs will preserve ecosystem services essential to agriculture. Tenant education, conservation incentives, and measurement of environmental and social co-benefits will help embed sustainability into daily operations. Collectively, these initiatives position Hawai'i's agricultural system to thrive under changing environmental conditions while contributing to a more resilient, innovative, and regenerative island economy.



Sustainability, Innovation, and Climate Resilience

Goal 1: Advance a Climate-Resilient Agricultural Sector

- Objective 1.1**
Integrate climate adaptation and mitigation practices into all ADC projects.
- Objective 1.2**
Develop and implement a Climate Action Plan for Agriculture.
- Objective 1.3**
Expand fire and disaster mitigation capacity.
- Objective 1.4**
Establish annual monitoring and reporting on resilience metrics.

Goal 2: Advance Agricultural Technology and Smart-Farming Innovation

- Objective 2.1**
Promote precision agriculture and digital innovation.
- Objective 2.2**
Establish a Smart Agriculture Innovation Grant Program.
- Objective 2.3**
Develop data-sharing partnerships for applied research.
- Objective 2.4**
Integrate innovation metrics into ADC project evaluations.



Sustainability, Innovation, and Climate Resilience

Goal 3: Align Agricultural Practices with State Energy and Food Security Goals

- Objective 3.1**
Integrate renewable energy systems into ADC lands and facilities.
- Objective 3.2**
Support circular resource systems that minimize waste.
- Objective 3.3**
Prioritize investments in crops and livestock that replace high-import dependencies.
- Objective 3.4**
Collaborate with state agencies on integrated resource planning.

Goal 4: Promote Regenerative Agriculture and Natural Resource Stewardship

- Objective 4.1**
Implement regenerative soil management across ADC lands.
- Objective 4.2**
Support watershed restoration and biodiversity protection.
- Objective 4.3**
Develop tenant education and incentives for conservation.
- Objective 4.4**
Quantify ADC’s environmental and social co-benefits.



Sustainability, Innovation, and Climate Resilience

Measurable Outcomes

1 YEAR

- Develop a planning document to identify a new water-saving reservoir project on O’ahu, to include site identification, preliminary engineering concepts, and cost estimates.
- Contract professional services to develop a business plan for a Smart Agriculture Innovation Grant Program, including program design, eligibility criteria, budget, and performance metrics.
- Identify and document at least one microgrid feasibility project on O’ahu, including evaluation criteria, technical needs, and potential partners.
- Contract professional services to establish master conservation plans for 100% of ADC lands, with documented conservation goals, best practices, and implementation timelines.

10 YEAR

- A Climate-Resilient Agriculture Hub at Mililani Tech Park to support research, innovation, and producer services.
- An operational drone program to reduce labor costs and energy consumption in agricultural operations, including training, equipment procurement, and safety protocols.
- Launch two new microgrid systems on ADC lands that reduce energy use for food manufacturing and increase energy resilience.
- Actively participate in developing a new Central O’ahu watershed restoration plan, contributing data, land access, and project recommendations.

5 YEAR

- Identify and document at least one new water-saving reservoir project on Kaua’i, including feasibility analyses, permit pathways, and projected agricultural impacts.
- Secure funding for the Smart Agriculture Innovation Grant Program, in anticipation of opening the first round of grant applications and awarding initial grants.
- Design and implement a complete waste and byproduct handling system for the small animal slaughterhouse, meeting environmental, health, and regulatory requirements.
- Ensure that 100% of tenants have approved, compliant conservation plans integrated into ADC land-management systems.



Spotlight

Wahiawā Irrigation System

The Wahiawā Irrigation System is a critical component of agricultural production servicing Central O’ahu. The system was originally built to support plantation operations and now supports a wide range of diversified agriculture that depends on stable and affordable irrigation water. Water is drawn from Lake Wilson, one of the largest inland reservoirs in the state, and conveyed to more than 3,000 acres of active farmland. Historical system capacity reached approximately 50 MGD, although current operation is significantly lower and averages between 6 and 10 MGD. State reporting indicates that, with full restoration and coordinated management, the system could once again support as many as 17,000 acres across Central O’ahu. Farmers in the region remain dependent on the system, and continued access to surface water is central to local food production, agricultural jobs, and economic stability.

The ADC Board of Directors has identified the future acquisition of these irrigation assets as a priority for ensuring long-term access to irrigation water in Central O’ahu. The system is still privately owned, and the sale to the State of Hawai’i is pending. Completion of this acquisition would allow ADC to stabilize system management, address deferred maintenance, and plan for long-term capital improvements. The system also plays an important role in climate resilience by reducing wildfire risk, supporting irrigated landscapes that limit fuel loads, and preserving local water resources. Its continued use also reduces pressure on stressed groundwater aquifers, especially with planned integration of R-1 recycled water from the Wahiawā Wastewater Treatment Plant. Protecting this system and securing the future transfer to ADC are essential for maintaining agricultural productivity, advancing local food security goals, and supporting regional resilience in Central O’ahu.





Strategies for Federal, State, County, and Community Actions

Federal Policy Recommendations

Federal policy and funding are vital to overcoming the unique challenges and maximizing the opportunities of agriculture in Hawai'i. Given the islands' geographic isolation, high input costs, and climate vulnerabilities, tailored federal support can provide the infrastructure, investment, and market access needed to grow a resilient locally and globally competitive agricultural sector. Prioritizing Hawai'i in rural development and food system grants, investing in renewable energy and water infrastructure, and expanding international trade initiatives will help build long-term capacity while positioning Hawai'i as a leader in sustainable local and export-ready agriculture. The following federal policy recommendations are designed to bring these goals within reach.

1. **Fund renewable energy and water infrastructure tailored to island needs** - Supports energy resilience and water security for island agriculture
2. **Prioritize Hawaii in United States Department of Agriculture (USDA) Rural Development and Local Food Purchase Assistance (LFPA) grants** - Directs federal resources to local production needs, bioregional-scale ag, and food security for Hawai'i-based federal forces.
3. **Support creation of a Pacific Agricultural Export Initiative** - Strengthens Hawaii's position in Pacific regional trade
4. **Strengthen trade offices focused on Asia-Pacific ag exports**- Expands international markets for Hawaii-grown products

State Policy Recommendations

State-level policy is essential to setting the conditions for a resilient and productive food system agricultural sector in Hawai'i. Through strategic investments, regulatory reform, and targeted incentives, the state can strengthen the foundation of local and multi-island food systems stakeholders helping them to and support farmers in scaling their operations. Key areas of impact include land access, infrastructure development, streamlined permitting, and stable market creation through public procurement. By aligning resources and regulations with food system goals, the state can drive long-term progress toward food security, economic resilience, and sustainable land use. The following recommendations outline priority actions to advance these outcomes.

1. **Increase funding for ADC CIP and operational budgets** - Enables the development and maintenance of critical ag infrastructure and services
2. **Invest in data collection in order to measure progress** - Ensures feedback loops necessary to know if we are making progress
3. **Expand Important Agricultural Lands (IAL) tax credits** - Incentivizes conservation and productive use of key agricultural land
4. **Streamline lease processing and ag permitting (via DBEDT/ADC)** - Cuts red tape to accelerate land access and use for agriculture
5. **Allow long-term leases on ADC lands tied to production goals** - Provides tenure stability and encourages performance-focused operations
6. **Mandate minimum % of local food procurement by public institutions** - Drives demand for Hawaii-grown food, creating stable local markets

County Policy Recommendations

County governments play a critical frontline role in shaping the daily realities of farming and food access in Hawai'i. Local policies and investments directly impact how quickly agricultural projects can move forward, how farms connect to essential infrastructure like roads and water, and how communities access locally grown food. By streamlining approvals, cost-sharing infrastructure, and supporting food distribution systems, counties can remove persistent barriers and foster stronger regional food economies. The following recommendations highlight actionable ways local governments can help build a more connected, efficient, and equitable food system from the ground up.

- 1. **Expedite zoning and permit approvals for ag infrastructure and processes** - Accelerates development of essential farming facilities (e.g., utility access, fencing, buildings, waste management, processing, distribution, etc.)
- 2. **Provide county cost-sharing for access roads and water lines** - Supports key infrastructure to connect farms to utilities and markets
- 3. **Support food system stakeholders such as local and regional food hubs, farmers markets, and processing kitchens** - Strengthens local regional food systems and farmer-to-consumer connections

Community Engagement and on the Ground Assessment

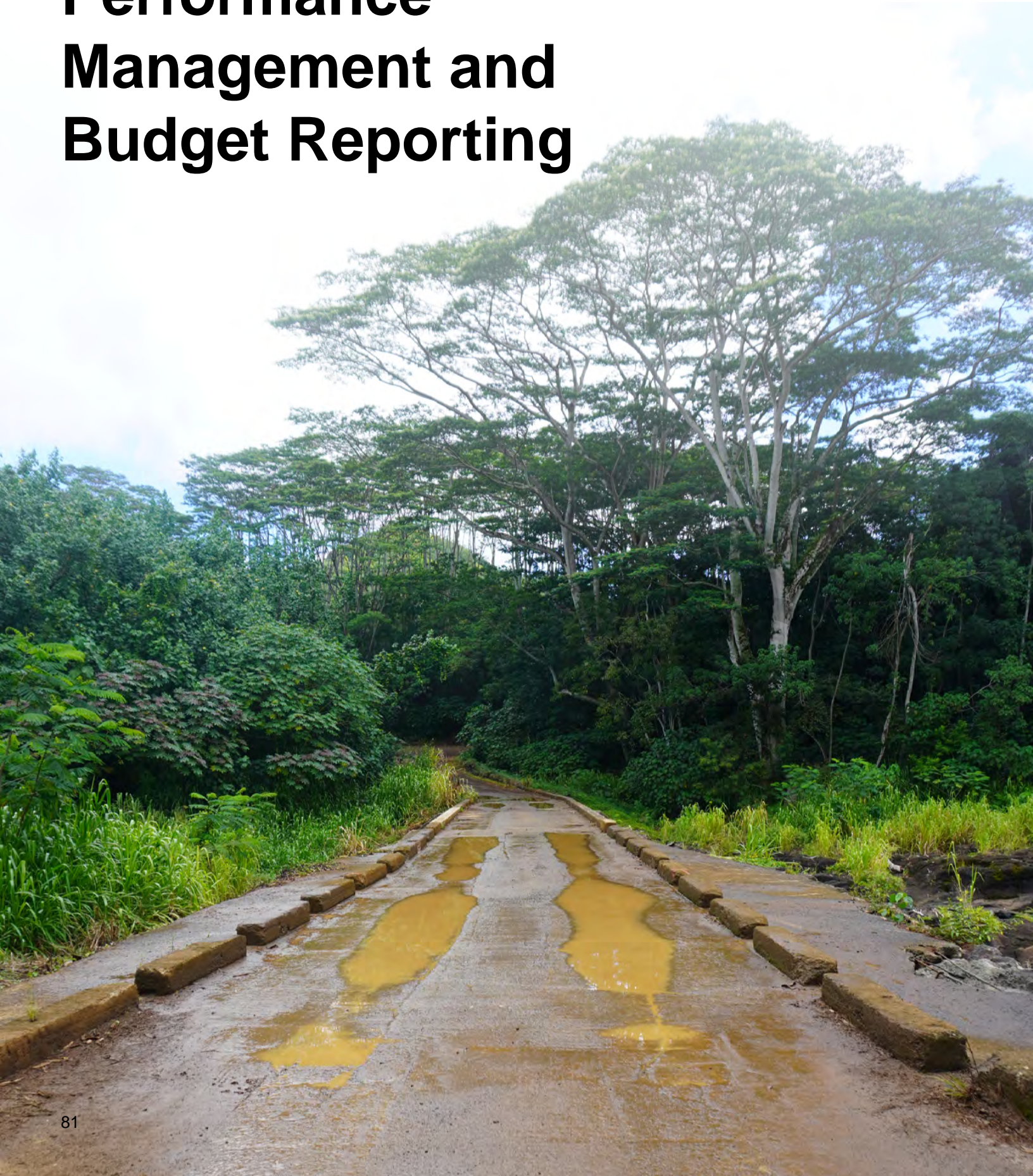
As part of the Corporation's commitment to accountability and collaboration, the Board of Directors has instituted a statewide rotation of monthly meetings across Hawai'i's major islands. This initiative strengthens the connection between policy and practice by enabling the Board to engage directly with the farmers, ranchers, and communities most affected by its decisions. Each meeting serves as a venue for open dialogue, local testimony, and coordination with county agricultural offices and community organizations, ensuring that the Corporation's work remains responsive to regional needs.

These on-island meetings allow the Board to conduct firsthand observation of agricultural operations, inspect infrastructure, and assess project sites and surrounding conditions. By connecting directly with producers and stakeholders in the field, the Board gains a clearer understanding of operational challenges, investment opportunities, and infrastructure gaps. This hands-on perspective improves the quality of decision-making and ensures that projects align with local realities, environmental considerations, and community priorities.

In tandem with this engagement, the Board is actively working to strengthen partnerships with the Department of Agriculture and Biosecurity (HDAB), and federal agencies such as the U.S. Economic Development Administration and USDA. These relationships are essential for coordinating statewide investment in irrigation systems, drought and climate resilience, agricultural workforce training, and food production infrastructure. Strengthening these partnerships will expand ADC's ability to align state, county, and federal resources toward a shared vision of agricultural sustainability.

By combining on-the-ground community assessment with measurable performance tracking, the Corporation ensures that the Hawai'i Agribusiness Plan remains a living, adaptive framework, guided by transparency, data, and local participation. The Board remains committed to ensuring that every action of the Corporation delivers tangible, lasting value for Hawai'i's agricultural future (Supporting reference documents are provided in Appendices F-G).

Performance Management and Budget Reporting



Board Oversight and Performance Metrics

To ensure accountability and continuous improvement, the Board of Directors will establish a structured framework for performance measurement and budget monitoring during the FY2026–FY2028 biennium. This framework will align with DBEDT's performance-based budgeting principles and incorporate measurable Key Performance Indicators (KPIs) across several operational areas, including:

- Timeliness and accuracy of financial reporting through the Yardi and Electronic Financial Systems (EFS);
- Revenue performance from leases, water systems, and agricultural infrastructure relative to budget projections;
- Occupancy and land utilization metrics, measuring progress in licensing, lease renewals, and tenancy expansion;
- Project delivery milestones for capital improvements, system maintenance, and infrastructure investment;
- Operational efficiency indicators, including reductions in manual processing time and reconciliation errors post-EFS integration; and
- Compliance benchmarks for procurement, audit readiness, and Sunshine Law transparency in financial reporting.

The Board will receive quarterly Yardi-based financial dashboards and forward projections, enabling data-driven governance and long-term planning. By FY2028, ADC aims to fully transition from a reactive accounting model to a proactive performance management framework, one that integrates fiscal forecasting, property management, and agricultural impact analysis into a unified strategic view.

This approach will allow the Board to not only monitor fiscal health but also assess how each investment and land decision contributes to ADC's statutory mission of advancing diversified agriculture, building economic resilience, and ensuring responsible stewardship of public resources.

Revenues and Expenses

The revenue structure continues to evolve in alignment with the expansion of licensed agricultural lands, updated license rent rates informed by current market-based appraisals, and the increasing demand for agricultural infrastructure that supports local food production. As ADC’s land portfolio has expanded, so has the number of licensees, resulting in a more diverse and resilient revenue base. Recent rent adjustments, implemented to reflect fair-market value and ensure fiscal sustainability, provide a more accurate and equitable approach to agricultural land management statewide.

A critical component of ADC’s financial model is the statutory revenue-sharing requirement with OHA and DHHL. Portions of revenue generated on specific classes of public trust and Hawaiian homelands are transferred to these agencies to support their missions, including beneficiary services, homestead development, and cultural and educational programming. As ADC revenues grow, these partner agencies also benefit from increased operational capacity and mission-aligned outcomes.

While revenues from income-producing assets contribute to ADC’s financial stability, the Corporation also recognizes the downstream impacts when such assets transition out of revenue generation, whether through transfer, acquisition costs, or strategic repurposing for public benefit. Although these decisions may reduce direct revenue in the short term, the broader public value generated is significant.

The long-term return to the State includes:

- **Increased tax revenue** from higher crop production, business expansion, and sales of locally grown products.
- **Stronger local food systems**, resulting in greater food

availability, reduced import dependence, and enhanced food security.

- **Workforce upskilling**, as farm operators, processors, and agricultural technologists gain new technical competencies.
- **Wealth and value creation**, particularly among local producers who scale operations, improve productivity, or commercialize new products.
- **Talent development**, supporting the next generation of agricultural innovators, managers, and technical specialists.
- **Market validation and rapid iteration**, enabling growers and value-added producers to test products, stabilize operations, and respond quickly to market demands.
- **Risk mitigation** for high-impact research and development, particularly in irrigation, land preparation, and CAPEX-intensive agricultural infrastructure, by enabling shared investment and reducing barriers to entry.
- **Accelerated commercialization and market launch**, supported by ADC’s technical guidance, competency development, and operational capacity.
- **Greater protections for intellectual property** created through agricultural innovation, research partnerships, and commercialization pipelines.

These broader economic, social, and innovation-driven impacts reinforce the strategic purpose of ADC’s investments. The revenues detailed in this section are not only indicators of financial performance but also reflections of the value created across Hawai’i’s agricultural ecosystem. As the Corporation expands its land base, modernizes infrastructure, and strengthens its operational capabilities, revenue and expense management will continue to be guided by a balance of fiscal responsibility, public benefit, and long-term agricultural resilience.

| ADC Revenues by Strategy | FY 2027 | FY 2031 | FY 2036 |
|-----------------------------------|--------------|--------------|---------------|
| Agricultural Properties | \$ 1,055,666 | \$ 6,885,714 | \$ 9,372,018 |
| Water and Electrical Distribution | \$ 1,724,641 | \$ 2,500,000 | \$ 4,750,000 |
| Food System Revenues | \$ -- | \$ -- | \$ -- |
| Grant Revenues | \$ 125,000 | \$ -- | \$ -- |
| Total Revenues | \$ 2,905,307 | \$ 9,385,714 | \$ 14,122,018 |

| ADC Expenditures | FY 2027 | FY 2031 | FY 2036 |
|----------------------------------|---------------|---------------|--------------|
| Total Operating Costs | \$ 6,096,260 | \$ 11,523,124 | \$ 8,190,936 |
| Total Capital & Investment Costs | \$ 71,700,000 | \$ 51,750,000 | \$ 370,000 |
| Total Financing Costs | \$ 427,171 | \$ 430,068 | \$ 0 |
| Total Expenditures* | \$ 77,796,260 | \$ 63,273,124 | \$ 8,560,936 |

*Total Expenditures are Subject to Funding.

Future Revenue Growth

While current projections reflect baseline recurring income, future revenues are expected to increase substantially as ADC’s capital investments and public-private initiatives begin to generate returns. Key growth drivers include:

- High Pressure Packaging Facility (Whitmore Village): Expected to attract regional agricultural producers seeking shelf-stable and export-ready packaging solutions, generating new rental and processing revenues beginning in the next biennium.
- Entrepreneurial Product Manufacturing Facility: Designed to support local value-added production and co-packing, this facility will expand ADC’s portfolio of revenue-generating tenants and foster small business growth in Hawai‘i’s emerging food economy.
- Kekaha Agriculture Processing Facility (KAP): Long-term lease and operations revenues will support sustainability of the West Kaua‘i agricultural hub, positioning it as a major food and fiber processing anchor for the island.
- Mililani Tech Park and Hilo Parcel: Ongoing negotiations for agricultural technology, cold storage, and research-related uses at Mililani Tech Park and Hilo parcel will generate new lease revenues and provide geographic diversification for ADC’s property portfolio.
- Public-Private Partnerships (P3s): ADC is expanding partnerships with cooperatives, food manufacturers, and renewable energy firms to maximize land utilization, create shared infrastructure, and generate recurring lease and service revenues aligned with the State’s economic development goals.

Collectively, these projects will elevate ADC’s recurring revenue capacity beyond the current \$2.77 million baseline, diversify funding sources, and reduce reliance on legislative appropriations for operational sustainability.

Performance and Strategic Implications

- Data Integrity and Modernization: ADC staff have completed comprehensive account reconciliation and data input into Yardi, creating an accurate and transparent financial baseline that supports real-time reporting and forecasting.
- Operational Stability: The Waiāhole Water System and Kekaha operations continue to provide reliable income to support irrigation and agricultural infrastructure maintenance statewide.
- Growth Orientation: Over the FY2026–FY2028 period, the Board will oversee implementation of a performance-based budgeting framework integrating Yardi analytics, Electronic Financial System (EFS) data, and project-based KPIs to ensure strong return on investment and accountability for every public dollar.

ADC’s financial outlook reflects a transition from stabilization to strategic growth. With foundational systems in place and a diversified project pipeline, including the High Pressure Packaging Facility, KAP, and Mililani and Hilo developments, ADC is positioned to generate sustained, long-term revenues while advancing its statutory mission to promote diversified agriculture, food innovation, and rural economic resilience across Hawai‘i.



Funding and Capitalization Strategy

The government plays a foundational role in funding and enabling the development of a sustainable food system in Hawai'i. Through public capital improvement projects, grants, regulatory reforms, and land-use policies, state and federal agencies can provide the infrastructure, land access, and institutional support needed to catalyze agricultural growth. Partnerships with other public agencies such as HDAB and HIDOE are key to aligning procurement, workforce development, and infrastructure investment with long-term food security goals. However, public funding alone cannot meet the scale and complexity of the challenges facing Hawai'i's food system.

Philanthropy offers flexible, risk-tolerant capital that can fill critical gaps and fund innovative or early-stage solutions that government and traditional investors may be slower to support. Foundations and mission-driven organizations can play a catalytic role by investing in capacity building, community-based food projects, pilot programs, and equity-focused initiatives. Philanthropic funding is particularly valuable in supporting underserved communities, elevating Native Hawaiian agricultural practices, and funding research and education that informs policy and systems change. These contributions can de-risk broader investments and accelerate progress toward a more just and inclusive food system.

The private sector brings essential capital, expertise, and innovation to scale sustainable agriculture in Hawai'i. Businesses and investors can support the development of agribusiness ventures, food hubs, processing facilities, and new technologies that improve productivity and resilience. Importantly, private capital can help develop investable business models and subsidiaries aligned with ADC's broader mission, turning public investments into viable, revenue-generating operations. Public-private partnerships (P3s) offer a way to leverage government infrastructure investment with private sector efficiency and market reach. Together, these sectors form an interdependent funding ecosystem - each bringing strengths that, when aligned, can transform Hawai'i's food system into one that is economically viable, environmentally sustainable, and socially equitable.

A unique financing tool that ADC can deploy is the use of Special Purpose Revenue Bonds (SPRBs). SPRBs are a form of municipal revenue bond that can be authorized

by the Hawai'i State Legislature and issued by the State to finance qualifying private capital improvement projects. Unlike general obligation bonds, SPRBs are repaid solely from the revenues generated by the project they fund, not from taxpayer dollars. These bonds are sold to private investors, who receive tax-exempt or taxable interest payments, depending on the structure of the bond. For agricultural projects, SPRBs can be a powerful mechanism to support infrastructure development, facility construction, and other capital-intensive initiatives by providing access to low-cost financing while minimizing risk to the public sector.

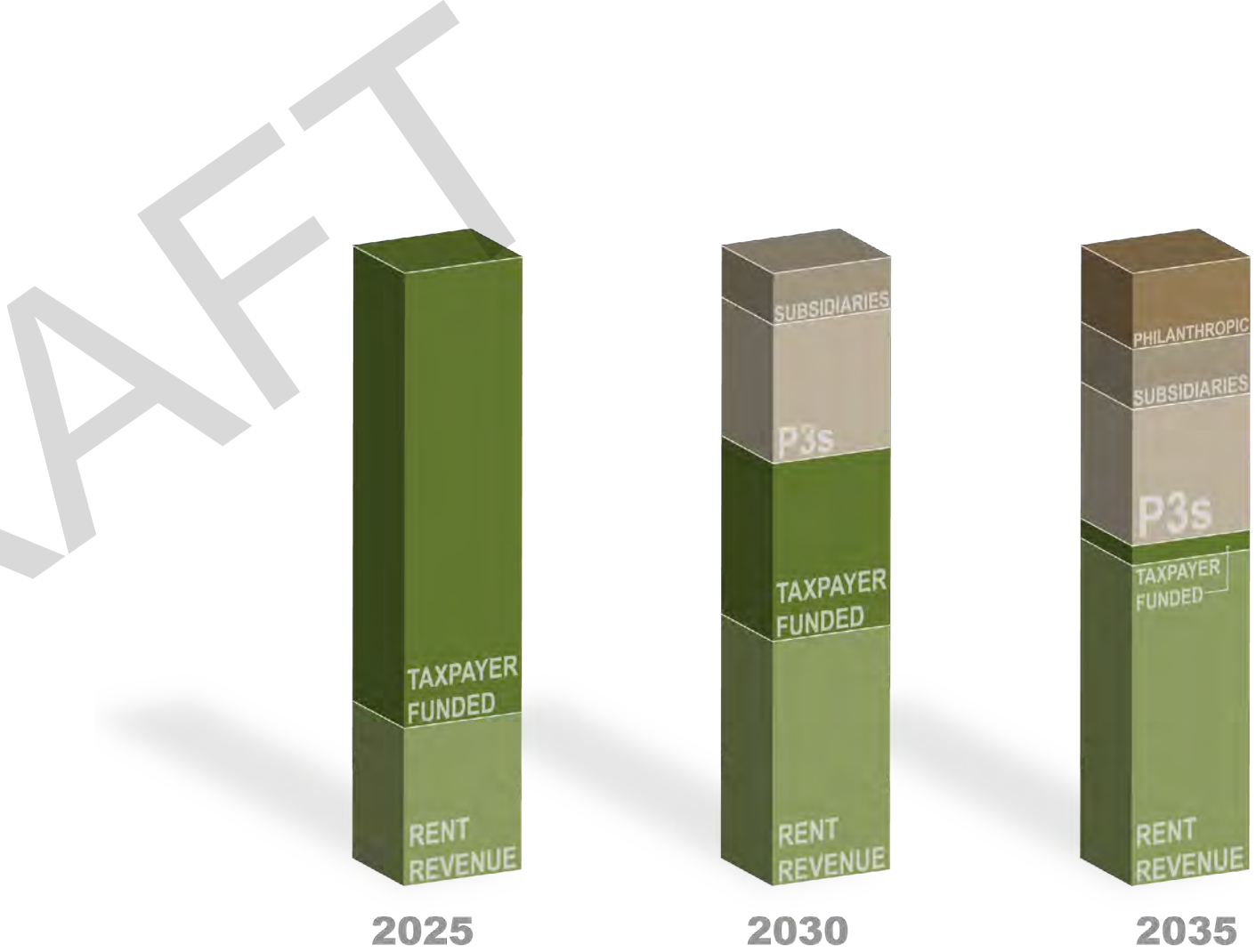
Blended finance is a powerful tool for structuring funding solutions for Hawai'i's food system by combining different types of capital with varying return expectations. This approach allows public, philanthropic, and private sector investments to work together in a way that reduces risk, increases financial viability, and mobilizes greater capital toward sustainable agricultural projects. For example, philanthropic or government funding can provide concessional capital, offering lower returns or accepting higher risk, to attract private investors who seek market-rate returns. By aligning different sources of funding, blended finance can support initiatives such as farm infrastructure development, renewable energy projects, and local food supply chains that might otherwise be too risky or difficult to finance through traditional means. This collaborative funding model enables the scaling of Hawai'i's food system while balancing financial sustainability with broader social and environmental goals.

While the use of blended capital structures is relatively nascent in Hawai'i, this approach has already shown promise in helping farmers, processors, and distributors acquire land, purchase essential equipment, construct infrastructure, and invest in skill-building for their teams. By combining different types of capital, such as public grants, low-interest loans, and private equity, these projects are able to de-risk investments and make essential funding more accessible to local agricultural businesses. The network of intermediaries working to facilitate these partnerships is steadily growing, creating a more robust ecosystem for aligning and structuring capital to support Hawai'i's agricultural sector. As these efforts expand, blended finance models are poised to play an increasingly critical role in building a resilient, sustainable food system for the state.

Enhancing State Goals With Polycapital Outcomes

The ADC has a long history of generating **polycapital outcomes** by strategically deploying multiple forms of capital, economic, social, cultural, symbolic, and human, to advance its mission and support statewide objectives. By repurposing its land and infrastructure through partnerships with state agencies and departments, including the community college system, the Department of Education's regional kitchens, and the Department of Law Enforcement,

ADC has created **multi-dimensional benefits**: building human capital through agricultural training, strengthening social and institutional networks, supporting local economic activity, and reinforcing cultural and community identity. These coordinated actions demonstrate how a single resource investment can produce **integrated, system-level gains** across multiple capitals.



Conclusion

The Hawai'i Agribusiness Plan 2025 establishes a clear and actionable framework for advancing agricultural diversification, food security, and rural economic resilience through the strategic stewardship of land, water, infrastructure, and value-added systems under ADC's authority. Grounded in statute and informed by community and stakeholder engagement, this plan affirms ADC's role as a coordinating entity responsible not only for asset management, but also for enabling conditions that allow agricultural enterprises to operate viably and at scale across the state.

The plan recognizes that land access alone is insufficient to achieve the State's agricultural objectives. Productive use of agricultural lands requires reliable water and energy distribution systems, functional common infrastructure, transparent land management processes, and pathways to processing, aggregation, and markets. Accordingly, the strategies articulated throughout this plan emphasize integrated implementation, such as linking land disposition, infrastructure investment, distribution services, and value-added capacity to measurable outcomes in local food production and economic activity.

Recent statutory amendments further heighten the importance of this integrated approach. The establishment of the Food and Product Innovation Network (FPIN) and the growing emphasis on value-added production expand ADC's mandate beyond traditional land management toward active coordination of facilities, services, and partnerships that support farmers and agribusinesses throughout the supply chain. This plan positions

ADC to fulfill that mandate by prioritizing strategic investments, clarifying internal policies, and aligning capital planning with statewide food system needs. Equally important, the plan acknowledges increasing external pressures, including climate variability, infrastructure aging, workforce constraints, and market volatility. In response, it advances a performance-based framework with defined time horizons, metrics, and evaluation mechanisms that enable adaptive management. Annual assessment of progress toward one-year, five-year, and ten-year objectives is intended to support course correction where necessary while maintaining accountability to the Legislature, stakeholders, and the public.

Successful implementation of the Hawai'i Agribusiness Plan 2025 will depend on sustained collaboration among state and county agencies, educational institutions, producers, processors, and community partners. ADC's effectiveness will be measured not only by acres licensed or facilities constructed, but by the extent to which its actions result in increased local production, improved infrastructure reliability, stronger value-added enterprises, and broader economic and social benefits for Hawai'i's people.

Through this plan, ADC affirms its commitment to providing coordinated, data-informed, and mission-driven leadership in agribusiness development. The actions outlined herein are intended to preserve and activate critical agricultural assets, support current and future producers, and strengthen Hawai'i's capacity to meet its food security and economic diversification goals over the coming decade.



Appendix A

Chapter 163-D

DRAFT

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

Part I. General Provisions

Section

- [163D-1](#) Findings and purpose
- [163D-2](#) Definitions
- [163D-3](#) Agribusiness development corporation; board of directors; established
- [163D-4](#) Powers; generally
- [163D-5](#) Hawaii agribusiness plan
- [163D-6](#) Subsidiaries; establishment
- [163D-7](#) Agricultural projects; agricultural development plans
- [163D-8](#) Project facility program
- [163D-8.5](#) Repealed
- [163D-9](#) Bonds
- [163D-10](#) Revenue bonds; payment and security
- [163D-11](#) Revenue bonds; interest rate, price, and sale
- [163D-12](#) Revenue bonds; investment of proceeds, and redemption
- [163D-13](#) Revenue bonds; special funds
- [163D-14](#) Trustee; designation, duties
- [163D-15](#) Trust indenture
- [163D-15.5](#) Waiahole water system revolving fund
- [163D-15.6](#) Commitment and preservation of agricultural leases
- [163D-16](#) Use of public lands; acquisition of state lands
- [163D-17](#) Hawaii agricultural development revolving fund; established; use of corporation funds
- [163D-18](#) Exemption from taxation
- [163D-19](#) Annual report

Part II. Acquisition of Important Agricultural Lands

- [163D-31](#) Acquisitions of important agricultural lands authorized by the legislature
- [163D-32](#) Acquisitions; payment
- [163D-33](#) Installment purchase agreements; interest payment

Note

Acquisition of the Wahiawa irrigation system. L 2023, c 218.

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

[PART I. GENERAL PROVISIONS]

Revision Note

Part designation added by revisor pursuant to §23G-15.

§163D-1 Findings and purpose.

The legislature finds that the downsizing of the sugar and pineapple industries presented an unprecedented opportunity for the conversion of agriculture into a dynamic growth industry. Within the next decade, the State can use public agricultural lands to enhance the local economy, provide employment opportunities, decrease reliance on imported agricultural products, and provide more sources of locally grown food for residents. Thousands of acres of agricultural lands and fifty million gallons per day of irrigation water were released by plantations. The downsizing of the sugar and pineapple industries idled and left vacant a valuable inventory of supporting infrastructure including irrigation systems, roads, drainage systems, processing facilities, workshops, and warehouses that are still largely underutilized. The challenge to government and business is to continue to conserve and convert the arable lands and their associated production infrastructure in a timely manner into new productive uses. Aggressive and dynamic leadership can play a critically important role in promoting and developing agricultural enterprises, coordinating industry development, providing industry-wide services, providing marketing assistance, and facilitating investments and coventures in viable enterprises.

The purpose of this chapter is to create a vehicle and process to make optimal use of agricultural assets for the economic, environmental, and social benefit of the people of Hawaii. This chapter establishes a public corporation to administer an aggressive and dynamic agribusiness development program. The purposes of the corporation shall be to support the production of local agricultural products for local consumption in a manner that is economically and environmentally sustainable while continuing to develop commercial exports of locally produced agricultural products. To further these purposes, the corporation shall coordinate and administer programs to assist agricultural enterprises to facilitate the transition of agricultural infrastructure from plantation operations into other agricultural enterprises, increase local production of agricultural products for local consumption, reduce the State's reliance on imported agricultural products, and increase access to farmland and related infrastructure for small local farmers and cooperatives. [L 1994, c 264, pt of §1; am L 2022, c 219, §2]

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

§163D-2 Definitions.

As used in this chapter, unless the context clearly requires otherwise:

"Agriculture" means the production for consumption within the State and exporting of plant and animal life on land and within ponds and other bodies of water for food, fiber, and raw materials for value-added products, and any agricultural enterprise or enterprises organized for the production of agricultural materials or value-added products based on detailed marketing analysis and strategies to exploit profitable potentials in local, national, and international markets, including general farming, cane growing, fruit growing, flower growing, aquaculture, growing of timber and forest products, apiary, grazing, dairying, and the production of any form of livestock or poultry, and their appurtenant services and facilities.

"Board" means the board of directors of the agribusiness development corporation.

"Coordinating entrepreneur" means a qualified person capable of organizing, operating, and assuming the risk for enterprises that may include securing land and seed capital, locating farmers, arranging right-to-till agreements, supplying materials, maintaining equipment and infrastructure, and providing for the processing and marketing of products.

"Corporation" means the agribusiness development corporation.

"Coventure" means an investment by the corporation in qualified securities of an enterprise in which a substantial investment is also being made or has been made by a professional investor to provide seed capital to an enterprise. A guarantee by the corporation of qualified securities provided by a professional investor shall be classified as a coventure. An investment made by the corporation, which is a direct investment, may later be classified as a coventure upon an investment by a professional investor.

"Direct investment" means an investment by the corporation in qualified securities of an enterprise in which no investment is being or has been made by a professional investor to provide seed capital to the enterprise.

"Enterprise" means a business with its principal place of business in Hawaii, which is, or proposes to be, engaged in agricultural crop development, development of new value-added products, enhancement of existing agricultural commodities, and the application of existing agricultural appurtenant facilities to productive uses; provided that the majority of whatever the corporation produces shall be produced for export.

"Export crops" means crops whose majority of production shall be for export outside the State or whose majority of the value-added products shall be exported.

"Fund" means the Hawaii agricultural development revolving fund.

"Private lender" includes banks, savings and loan associations, mortgage companies, and other qualified companies whose business includes the making of loans in the State.

"Professional investor" means any bank, bank holding company, savings institution, farm credit institution, trust company, insurance company, investment company registered under the federal Investment Company Act of 1940, financial services loan company, pension or profit-sharing trust or other financial institution or institutional buyer, licensee under the federal Small Business Investment Act

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

of 1958, or any person, partnership, or other entity of whose resources, a substantial amount is dedicated to investing in securities or debt instruments, and whose net worth exceeds \$250,000.

"Project" means a specific undertaking, improvement, or system consisting of work or improvement, including personal property or any interest therein, acquired, constructed, reconstructed, rehabilitated, improved, altered, or repaired by the corporation.

"Project cost" means the total of all costs incurred by the corporation in carrying out all undertakings that it considers reasonable and necessary for the development of a project, including, but not limited to: studies; plans; specifications; architectural, engineering, or any other development related services; acquisition of land and any improvement thereon; site preparation and development; construction; reconstruction; rehabilitation; the necessary expenses in administering this chapter; and the cost of financing the project; and relocation costs.

"Project facilities" includes roads and streets, utility and service corridors, utility lines where applicable, water and irrigation systems, lighting systems, security systems, sanitary sewerage systems, and other community facilities where applicable.

"Qualified person" includes any individual, partnership, corporation, or public agency possessing the competence, expertise, experience, and resources, including financial, personnel, and tangible qualifications, as may be deemed desirable by the corporation in administering this chapter.

"Qualified security" means any note, stock, treasury stock bond, debenture, evidence of indebtedness, certificate of interest or participation in any profit-sharing agreement, preorganization certificate of subscription, transferable share, investment contract, certificate of deposit for a security, certificate of interest or participation in a patent or patent application, or in royalty or other payments under such a patent or application, or, in general, any interest or instrument commonly known as a "security" or any certificate for, receipt for, or option, warrant, or right to subscribe to or purchase any of the foregoing.

"Revenue bonds" means bonds, notes, or other evidence of indebtedness of the corporation issued to finance any project facility.

"Right-to-till agreement" means a contract with a farmer assigning the farmer to a particular parcel or parcels with conditions set to specify the crop or crops that are to be grown, when the crops are to be grown, and how the crops are to be grown.

"Seed capital" means financing that is provided for the development, refinement, and commercialization of a product or process and other working capital needs.

"Trustee" means a national or state bank or trust company, within or outside the State, that enters into a trust indenture.

"Trust indenture" means an agreement by and between the corporation and a trustee that sets forth the duties of the trustee with respect to the revenue bonds, the security thereof, and other provisions as may be deemed necessary or convenient by the corporation to secure the revenue bonds.

"Value-added" means any activity that increases, by means of processing or any other means, the value of raw agricultural materials. [L 1994, c 264, pt of §1; am L 2022, c 219, §3]

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

§163D-3 Agribusiness development corporation; board of directors; established.

(a) There is established the agribusiness development corporation, which shall be a public body corporate and politic and an instrumentality and agency of the State. The corporation shall be headed by a board of directors. The corporation shall be placed within the department of business, economic development, and tourism for administrative purposes, but the corporation may later incorporate as a nonprofit corporation if this proves desirable to further its objectives; provided that reorganization as a nonprofit corporation shall not adversely affect the federal tax status of the interest on any bonds issued to finance any project or project facility.

(b) The board of directors of the corporation shall consist of eleven voting members, of whom eight shall be appointed by the governor. The terms of these eight members shall be four years; provided that, commencing on July 1, 2005, the governor shall reduce the terms of those initially appointed so as to provide, as nearly as can be, for the expiration of an equal number of terms at intervals of one year. The eight members shall be selected on the basis of their knowledge, experience, and proven expertise in small and large businesses within the agricultural industry, agricultural economics, banking, real estate, finance, promotion, marketing, local food production, and management. Of these eight members, one shall be from the city and county of Honolulu, one shall be from the county of Hawaii, one shall be from the county of Maui, one shall be from the county of Kauai, and four shall be appointed at-large. The director of business, economic development, and tourism; the chairperson of the board of agriculture; and the chairperson of the board of land and natural resources, or their designated representatives, shall be ex-officio, voting members of the board. All members shall continue in office until their respective successors have been appointed and qualified. The board shall annually elect its chairperson from among its members; provided that the chairperson shall not be an ex-officio member.

(c) The members of the board shall serve without compensation, but shall be reimbursed for actual expenses incurred in the performance of their duties.

(d) The board shall appoint an executive director, who shall serve at the pleasure of the board and shall be exempt from chapter 76. The salary of the executive director shall be set by the board.

(e) The board shall develop and document annual goals and performance measures for the executive director that allow the board to annually evaluate the executive director's work to ensure compliance by the corporation with statutory requirements and achievement of its statutory purposes.

(f) The board shall evaluate and document the evaluation of the executive director's performance annually, or more frequently upon the request of at least four board members, based on annual goals, performance measures, and other relevant criteria.

(g) The board shall document the specific authority delegated to the executive director, including but not limited to the types of access and use of corporation property that the executive director may approve without notice to or approval by the board, and the rent credits and other amendments to board-approved contract terms that the executive director may approve without notice to or approval by the board.

(h) The board, through its executive director, may appoint officers, agents, and employees; prescribe their duties and qualifications; and fix their salaries, without regard to chapter 76. [L 1994, c 264, pt of §1; am L 1998, c 111, §5 and c 176, §5; am L 1999, c 117, §§1, 3, 6(1); am L 2000, c 253, §150; am L 2001, c 213, §§2, 3; am L 2003, c 91, §§1 to 3; am L 2004, c 29, §2; am L 2022, c 219, §4]

Attorney General Opinions

Subsection (b) is constitutional, with regard to the use of the phrase "appointed and qualified" to describe when a successor's appointment terminates a holdover member's position. Att. Gen. Op. 16-3.

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

§163D-4 Powers; generally.

- (a) Except as otherwise limited by this chapter, the corporation may:
- (1) Sue and be sued;
 - (2) Have a seal and alter the same at its pleasure;
 - (3) Make and alter bylaws for its organization and internal management;
 - (4) Adopt rules under chapter 91 necessary to effectuate this chapter in connection with its projects, operations, and properties;
 - (5) Make and execute contracts and all other instruments necessary or convenient for the exercise of its powers and functions under this chapter;
 - (6) Acquire or contract to acquire by grant or purchase any real, personal, or mixed property or any interest therein for its immediate or future use for the purposes of this chapter; own, hold, improve, and rehabilitate any real, personal, or mixed property acquired, and sell, assign, exchange, transfer, convey, lease, or otherwise dispose of, or encumber the same;
 - (7) By itself, or in partnership with qualified persons, acquire, construct, reconstruct, rehabilitate, improve, alter, or repair any infrastructure or accessory facilities in connection with any project; own, hold, sell, assign, transfer, convey, exchange, lease, or otherwise dispose of, or encumber any project;
 - (8) In cooperation with the department of agriculture, pursuant to chapter 167, or otherwise through direct investment or coventure with a professional investor or enterprise or any other person, or otherwise, to acquire, construct, operate, and maintain water facilities for conveying, distributing, and transmitting water for irrigation and agricultural uses at rates or charges determined by the corporation; provided that:
 - (A) This chapter shall not be construed to permit or allow the department of agriculture or any agribusiness development corporation to:
 - (i) Amend or modify rights or entitlements to water as provided for by article XI, section 7, of the Constitution of the State of Hawaii, or the Hawaiian Homes Commission Act, 1920, as amended, and chapter 168;
 - (ii) Diminish or abridge the traditional and customary rights of ahupua`a tenants who inhabited the Hawaiian Islands prior to 1778 under sections 1-1 and 7-1; and
 - (iii) Impair, abridge, or terminate the legal rights or interests to water and its uses, whether by lease, easement, or other means, which are possessed or held by organizations whose primary purpose is to benefit people of Hawaiian ancestry; and
 - (B) All usage of water shall be in accordance with chapter 174C and other applicable laws in the State;
 - (9) Receive, examine, and determine the acceptability of applications of qualified persons for allowances or grants for the development of new crops and agricultural products, the expansion of established agricultural enterprises, and the altering of existing agricultural enterprises;
 - (10) Coordinate its activities with any federal or state farm credit programs;
 - (11) Grant options to purchase any project or to renew any lease entered into by it in connection with any of its projects, on the terms and conditions it deems advisable;
 - (12) Provide advisory, consultative, training, and educational services, technical assistance, and advice to any person, partnership, or corporation, either public or private, in order to carry out the purposes of this chapter, and engage the services of consultants on a contractual basis for rendering professional and technical assistance and advice;

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

- (13) Procure insurance against any loss in connection with its property and other assets and operations in such amounts and from such insurers as it deems desirable;
- (14) Accept gifts or grants in any form from any public agency or any other source; and
- (15) Do all things necessary or proper to carry out the purposes of this chapter.

(b) The corporation shall develop, promote, assist, and market agricultural products for local consumption, and shall promote and assist in commercial export of agricultural products. [L 1994, c 264, pt of §1; am L 1999, c 117, §2; am L 2022, c 219, §5]

§163D-5 Hawaii agribusiness plan.

(a) The corporation shall prepare and post on its website the Hawaii agribusiness plan, which shall define and establish goals, objectives, policies, and priority guidelines for its agribusiness development strategy. The plan shall include but not be limited to:

- (1) An inventory of agricultural lands with suitable adequate water resources that are or will become available; provided that the inventory of agricultural lands under this paragraph shall be agricultural lands within the purview of the corporation that can be used to meet present and future agricultural production needs;
- (2) An inventory of available agricultural infrastructure, such as irrigation systems, drainage systems, processing facilities, and other accessory facilities, that are controlled by the corporation; and
- (3) Strategies for federal, state, county, and community stakeholder actions that will promote the development and enhancement of Hawaii's agricultural industries.

(b) The Hawaii agribusiness plan goals shall have specific one-year, five-year, and ten-year objectives and measurable outcomes that prioritize local food production from the corporation's leases or licenses. The objectives and outcomes shall include annual performance goals and measures that the corporation shall be evaluated on annually.

(c) The Hawaii agribusiness plan shall also include metrics, timeframes, and budget expectations as part of the corporation's agribusiness development strategy.

(d) The corporation shall update the Hawaii agribusiness plan no later than July 1, 2023, and every five years thereafter, and shall incorporate the plan in its annual report to the governor and the legislature as provided in section 163D-19. [L 1994, c 264, pt of §1; am L 2022, c 219, §6]

§163D-6 Subsidiaries; establishment.

(a) The corporation may exercise its powers through one or more subsidiary corporations. The corporation, by resolution, may direct any of its members, officers, or employees to organize a subsidiary corporation pursuant to either chapter 414 or chapter 414D; provided that the organization of a subsidiary corporation shall not adversely affect the federal tax status of the interest on any bonds issued to finance any project or project facility. The resolution shall prescribe the purposes for which the subsidiary corporation is established. The subsidiary corporation shall remain a subsidiary of the corporation as long as more than one-half of its voting shares are owned or held by the corporation, or a majority of its directors are designated by the corporation; provided that the corporation shall not convey or otherwise dispose of any subsidiary corporation or surrender the right to designate a majority of the directors of any subsidiary corporation if the sale or surrender has an adverse affect on the federal tax status of the interest on any bonds issued to finance any project or project facility. The subsidiary corporation may be operated, maintained, and enhanced at the full discretion of the corporation or its designee.

(b) If the corporation acquires the assets of a private or other corporation, then, notwithstanding any law to the contrary:

- (1) Neither the corporation nor any subsidiary corporation vested with the assets shall be subject to chapter 91 with respect to the assets;
- (2) Employees retained to operate the assets shall not be subject to chapter 76;

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

- (3) Assets constituting real property interest shall not be subject to chapter 171;
- (4) No investment, loan, or use of funds by the corporation or a subsidiary corporation vested with the assets shall be subject to chapter 42F or 103; and
- (5) Neither the corporation nor a subsidiary corporation vested with the assets shall constitute a public utility or be subject to the jurisdiction of the public utilities commission under chapter 269.

(c) The corporation may transfer to any subsidiary corporation any moneys, any real, personal, or mixed property, or any project, in order to carry out the purposes of this chapter. Each subsidiary corporation shall have all the powers of the corporation. [L 1994, c 264, pt of §1; am L 1998, c 111, §6; am L 2000, c 253, §150; am L 2002, c 40, §4; am L 2004, c 216, §18]

§163D-7 Agricultural projects; agricultural development plans.

(a) The corporation may develop and implement agricultural projects where large tracts of agricultural land have been or will be taken out of productive agriculture or where, through detailed analysis, opportunities exist to exploit potential local, national, and international markets.

(b) The corporation may initiate and coordinate the preparation of business and agricultural development plans for its projects. The plans shall include a proposal for the organization of the enterprise, a marketing information and strategy, the impact on existing agricultural operations throughout the State, and a recommendation for the construction, reconstruction, rehabilitation, improvement, alteration, or repair of any infrastructure or accessory facilities in connection with any project.

(c) The corporation may enter into cooperative agreements with coordinating entrepreneurs or public agencies when the powers, services, and capabilities of the persons or agencies are deemed necessary and appropriate for the development and implementation of the business and agricultural development plans.

(d) The corporation may purchase, accept, and maintain permanent conservation easements, or transfer these easements to a qualified land trust in accordance with the federal Natural Resources Conservation Service farm and ranch lands protection program.

(e) Notwithstanding any provision of this chapter to the contrary, when leasing corporation-controlled agricultural land, the corporation may contract with a financial institution chartered under chapter 412 or a federal financial institution, as defined under section 412:1-109, that transacts business in this State to provide lease management services. For the purposes of this subsection, "lease management services" includes the collection of lease rent and any other moneys owed to the corporation related to the lease of agricultural land under the corporation's control.

(f) The agricultural planning activities of the corporation shall be coordinated with the county planning departments and the county land use plans, policies, and ordinances.

(g) The corporation may amend the business and agricultural development plans as may be necessary.

(h) Any undertaking by the corporation pursuant to this chapter shall be with the express written consent of the landowner or landowners directly affected. [L 1994, c 264, pt of §1; am L 2008, c 234, §2]

§163D-8 Project facility program.

(a) The corporation may develop a project to identify necessary project facilities within a project area.

(b) Unless and except as otherwise provided by law, whenever the corporation undertakes, or causes to be undertaken, any project facility as part of a project, the cost of providing the project facilities shall be assessed against the real property in the project area specially benefiting from the project facilities. Subject to the express written consent of the landowners directly affected, the corporation shall determine the properties that will benefit from the project facilities to be undertaken and may establish assessment areas that include the properties specially benefiting from the project

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

facilities. The corporation may issue and sell bonds in such amounts as may be authorized by the legislature to provide funds to finance the project facilities. The corporation shall fix the assessments against the real property specially benefited.

(c) Unless and except as otherwise provided by law, the corporation may adopt rules pursuant to chapter 91 to establish the method of undertaking and financing project facilities in a project area.

(d) Unless and except as otherwise provided by law, bonds issued to provide funds to finance project facilities shall be secured solely by the real properties benefited or improved and the assessments thereon, or by the revenues derived from the project for which the bonds were issued, including reserve accounts and earnings thereon, insurance proceeds, and other revenues, or any combination thereof. The bonds may be additionally secured by the pledge or assignment of loans and other agreements or any note or other undertaking, obligation, or property held by the corporation. The bonds shall be issued according to and subject to the rules adopted pursuant to this section. Any other law to the contrary notwithstanding, in assessing real property for project facilities, the corporation shall assess the real property within a project area according to the special benefits conferred upon the real property by the project facilities. These methods may include assessment on a frontage basis or according to the area of real property within a project area, or any other assessment method that assesses the real property according to the special benefit conferred, or any combination thereof. No such assessment levies against real property specially benefited under this chapter shall constitute a tax on real property within the meaning of any law.

(e) The rules adopted pursuant to this section may include, but are not limited to:

- (1) The methods of establishing assessment areas within a project area;
- (2) The method of assessing real properties specially benefited;
- (3) The costs to be borne by the corporation, the county in which the project facilities are situated, and the property owners;
- (4) The procedures before the corporation relating to the creation of the assessment areas by the owners of real property therein, including provisions for petitions, bids, contracts, bonds, and notices;
- (5) Provisions relating to assessments;
- (6) Provisions relating to financing, such as bonds, the Hawaii agricultural development revolving fund, advances from available funds, special funds for the payment of bonds, the payment of principal and interest, and the sale and use of bonds;
- (7) Provisions relating to funds and the refunding of outstanding debts; and
- (8) Provisions relating to limitations on time to sue, and other related provisions.

(f) Any other provisions to the contrary notwithstanding, the corporation, at its discretion, may enter into any agreement with the county in which project facilities are located, to implement the purposes of this section.

(g) All sums collected under this section shall be deposited in the fund established by section 163D-17, except that all moneys collected on account of assessments and interests thereon for any specific project facilities financed by the issuance of bonds, shall be set apart in a separate special fund and applied solely to the payment of:

- (1) The principal and interest on these bonds;
- (2) The cost of administering, operating, and maintaining the program;
- (3) The establishment of reserves; and
- (4) Other purposes as may be authorized in the proceedings providing for the issuance of the bonds.

If any surplus remains in any special fund after the payment of the bonds chargeable against that special fund, the surplus shall be credited to and become a part of the fund. Notwithstanding any other law to the contrary, moneys in the fund may be used to make up any deficiencies in the special fund.

(h) If the project facilities to be financed through bonds by the corporation may be dedicated to the county in which the project facilities are to be located, the corporation shall ensure that the project

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

facilities are designed and constructed to meet county requirements. [L 1994, c 264, pt of §1; am L 1998, c 111, §7]

§163D-8.5 REPEALED.

L 2022, c 219, §7.

§163D-9 Bonds.

(a) The corporation, with the approval of the governor, may issue, from time to time, revenue bonds in amounts not exceeding the total amount of bonds authorized to be issued by the legislature for the purpose of constructing, acquiring, remodeling, furnishing, and equipping any project facility, including the acquisition of the site thereof; acquiring agricultural lands through purchase to sustain and preserve viable agricultural enterprises within a contiguous geographic area; or acquiring agricultural lands for the protection of agricultural lands, public land banking, or the promotion of farm ownership and diversified agriculture.

(b) All revenue bonds shall be issued pursuant to part III of chapter 39, except as provided in this chapter.

(c) The revenue bonds shall be issued in the name of the corporation and not in the name of the State. The final maturity date of the revenue bonds may be any date not exceeding thirty years from the date of issuance. [L 1994, c 264, pt of §1; am L 2008, c 234, §7]

[§163D-10] Revenue bonds; payment and security.

(a) The revenue bonds shall be payable from and secured by the real properties benefited or improved and the assessments thereon, or by the revenues derived from the project facility for which the revenue bonds were issued, including revenue derived from insurance proceeds and reserve accounts, and earnings thereon.

(b) The corporation may pledge revenues derived from the project facility financed from the proceeds of the revenue bonds to the punctual payment of the principal, interest, and redemption premiums, if any, on the revenue bonds.

(c) The revenue bonds may be additionally secured by the pledge or assignment of the loans and other agreements or any note or other undertaking, obligation, or property held by the corporation to secure the loans.

(d) Any pledge made by the corporation shall create a perfected security interest in the revenues, moneys, or property so pledged and thereafter received by the corporation from and after the time that the financing statement with respect to the revenues, moneys, or property so pledged and thereafter received are filed with the bureau of conveyances. Upon this filing, the revenues, moneys, or property so pledged and thereafter received by the corporation shall immediately be subject to a lien of any such pledge without any physical delivery thereof or having claims of any kind in tort, contract, or otherwise against the corporation, irrespective of whether the parties have notice thereof. This section shall apply to any financing statement heretofore or hereafter filed with the bureau of conveyances with respect to any pledge made to secure revenue bonds issued under this chapter. [L 1994, c 264, pt of §1]

[§163D-11] Revenue bonds; interest rate, price, and sale.

(a) The revenue bonds issued pursuant to this chapter shall bear interest at such rate or rates and shall be payable on such date or dates, as the corporation shall determine.

(b) The corporation shall include the costs of undertaking the project facility for which the revenue bonds are issued in determining the principal amount of revenue bonds to be issued. In determining the cost of undertaking the project facility, the corporation may include:

- (1) The cost of constructing, acquiring, remodeling, furnishing, and equipping the project facility, including the acquisition of the site thereof;

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

- (2) The cost of purchasing or funding loans or other agreements entered into for the project facility;
- (3) The costs of studies and surveys;
- (4) Insurance premiums;
- (5) Underwriting fees;
- (6) Financial consultant, legal, accounting, and marketing services incurred;
- (7) Reserve account, trustee, custodian, and rating agency fees; and
- (8) Any capitalized interest.

(c) The revenue bonds may be sold at public or private sale, and for a price as may be determined by the corporation. [L 1994, c 264, pt of §1]

[§163D-12] Revenue bonds; investment of proceeds, and redemption.

Subject to any agreement with the holders of its revenue bonds, the corporation may:

- (1) Invest its moneys not required for immediate use, including proceeds from the sale of revenue bonds, in any investment in accordance with procedures prescribed in a trust indenture; and
- (2) Purchase its revenue bonds out of any fund or money of the corporation available therefor, and hold, cancel, or resell the revenue bonds. [L 1994, c 264, pt of §1]

[§163D-13] Revenue bonds; special funds.

(a) A separate special fund shall be established for each project facility financed from the proceeds of the revenue bonds secured under the same trust indenture. Each fund shall be designated "project facility revenue bond special fund" and shall bear additional designation as the corporation deems appropriate to properly identify the fund.

(b) Notwithstanding any other law to the contrary, including section [163D-17], all revenues, income, and receipts derived from the project facility for which the revenue bonds are issued shall be paid into the project facility revenue bond fund established for that project facility and applied as provided in the proceedings authorizing the issuance of the revenue bonds. [L 1994, c 264, pt of §1]

[§163D-14] Trustee; designation, duties.

(a) The corporation shall designate a trustee for each issue of revenue bonds secured under the same trust indenture.

(b) The trustee shall be authorized by the corporation to hold and administer the project facility revenue bond special fund established pursuant to section [163D-13], to receive and receipt for, hold, and administer the revenues derived by the corporation from the project facility for which the revenue bonds were issued, and to apply these revenues to the payment of the cost:

- (1) Of undertaking the project facility;
- (2) Of administering and operating the proceedings providing for the issuance of the revenue bonds;
- (3) To pay the principal or interest on these bonds;
- (4) To the establishment of reserves; and
- (5) To other purposes as may be authorized in the proceedings providing for the issuance of the revenue bonds.

(c) Notwithstanding section 39-68 to the contrary, the director of finance may appoint the trustee to serve as fiscal agent for:

- (1) The payment of the principal of and interest on the revenue bonds; and
- (2) The purchase, registration, transfer, exchange, and redemption of the bonds.

(d) The trustee shall perform additional functions with respect to the payment, purchase, registration, transfer, exchange, and redemption of the bonds, as the director of finance may deem

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

necessary, advisable, or expeditious, including the holding of the revenue bonds and coupons that have been paid and the supervision of the destruction thereof in accordance with applicable law.

(e) Nothing in this chapter shall limit or be construed to limit the powers granted to the director of finance in sections 36-3, 39-13, and 39-68(a), to appoint the trustee or others as fiscal agents, paying agents, and registrars for the revenue bonds or to authorize and empower those fiscal agents, paying agents, and registrars to perform the functions referred to in those sections. [L 1994, c 264, pt of §1]

[§163D-15] Trust indenture.

(a) A trust indenture may contain covenants and provisions authorized by part III of chapter 39, and as may be deemed necessary or convenient by the corporation for the purposes of this chapter.

(b) A trust indenture may allow the corporation to pledge and assign to the trustee loans and other agreements related to the project facility, and the rights of the corporation thereunder, including the right to receive revenues thereunder and to enforce the provision thereof.

(c) A trust indenture shall also contain provisions as to:

- (1) The investment of the proceeds of the revenue bonds, the investment of any reserve for the bonds, the investment of the revenues of the project facility, and the use and application of the earnings from investments; and
- (2) The terms and conditions upon which the holders of the revenue bonds or any portion of them or any trustee thereof may institute proceedings for the foreclosure of any loan or other agreement or any note or other undertaking, obligation, or property securing the payment of the bonds and the use and application of the moneys derived from the foreclosure.

(d) A trust indenture may also contain provisions deemed necessary or desirable by the corporation to obtain or permit, by grant, interest, subsidy, or otherwise, the participation of the federal government in the financing of the costs of undertaking the project facility. [L 1994, c 264, pt of §1]

§163D-15.5 Waiahole water system revolving fund.

(a) There is established within the state treasury a revolving fund to be known as the Waiahole water system revolving fund, which shall be administered by the corporation and into which shall be deposited all revenues from assessments, tolls, appropriations made by the legislature to the fund, interest on investments attributable to the Waiahole water system, and other income, receipts, and revenues received by the corporation from the operation of the Waiahole water system. Moneys in the Waiahole water system revolving fund shall be expended by the corporation for the acquisition, planning, design, improvement, construction, equipping, furnishing, administering, operating, and maintaining of the Waiahole water system and any other purpose deemed necessary by the corporation for the purpose of acquiring and operating the Waiahole water system. The corporation may utilize contributions of money, labor, materials, and property that may be otherwise available from any person or instrumentality.

(b) No expenditure, use, or transfer of funds from the Waiahole water system revolving fund by the corporation shall be subject to chapter 42F or 103. [L 1998, c 111, §3; am L 2004, c 216, §19]

Note

Acquisition of Waiahole water system shall not affect the powers and authority of the commission on water resource management or its powers to modify water allocations. L 1998, c 111, §15.

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

§163D-15.6 Commitment and preservation of agricultural leases.

(a) The agribusiness development corporation shall work toward obtaining commitments from landowners in the leeward and central districts of Oahu that their agricultural leases shall be for a duration of twenty or more years and shall not be amended or revoked to allow for a nonagricultural use of the land; provided that for lands in central Oahu acquired under Act 234, Session Laws of Hawaii 2008, the agricultural leases shall be for no more than fifty-five years.

(b) To further ensure the preservation of agriculture in the leeward and central districts of Oahu, the agribusiness development corporation shall monitor the agricultural leases of lands using the water from the Waiahole water system. In the event of any proposed amendment or revocation of any lease, the corporation shall do all things within its powers under this chapter to protect and defend the interests of the agricultural leaseholders to ensure the continuation of agricultural use for those lands. [L 1998, c 111, §16; am L 2008, c 234, §4]

[§163D-16] Use of public lands; acquisition of state lands.

(a) Notwithstanding chapter 171 to the contrary, the governor may transfer lands located within a project area to the corporation for its use.

(b) If state lands under the control and management of other public agencies are required by the corporation for its purposes, the agency having the control and management of those required lands, upon request by the corporation and with the approval of the governor, may lease the lands to the corporation upon such terms and conditions as may be agreed to by the parties.

(c) Notwithstanding subsection (b) to the contrary, no public lands shall be leased to the corporation if the lease would impair any covenant between the State or any county, or any department or board thereof, and the holders of bonds issued by the State or the county, department, or board. [L 1994, c 264, pt of §1]

§163D-17 Hawaii agricultural development revolving fund; established; use of corporation funds.

(a) There is established the Hawaii agricultural development revolving fund, to which shall be credited any state appropriations to the fund or other moneys made available to the fund, to be expended as directed by the corporation.

(b) The corporation shall hold the fund in an account or accounts separate from other funds. The corporation shall invest and reinvest the fund and the income thereof to:

- (1) Purchase qualified securities issued by enterprises for the purpose of raising seed capital; provided that the investment shall comply with the requirements of this chapter;
- (2) Make grants, loans, and provide other monetary forms of assistance necessary to carry out the purposes of this chapter; and
- (3) Purchase securities as may be lawful investments for fiduciaries in the State.

All appropriations, grants, contractual reimbursements, and other funds not designated for this purpose may be used to pay for the proper general expenses and to carry out the purposes of the corporation.

(c) The corporation shall purchase qualified securities issued by an enterprise only after:

CHAPTER 163D
AGRIBUSINESS DEVELOPMENT CORPORATION

(1) Receiving:

- (A) An application from the enterprise containing a business plan, which is consistent with the business and agricultural development plan, including a description of the enterprise and its management, product, and market;
- (B) A statement of the amount, timing, and projected use of the capital required;
- (C) A statement of the potential economic impact of the enterprise, including the number, location, and types of jobs expected to be created; and
- (D) Any other information as the corporation shall require;

(2) Determining, based upon the application submitted, that:

- (A) The proceeds of the investment will be used only to cover the seed capital needs of the enterprise, except as authorized in this section;
- (B) The enterprise has a reasonable chance of success;
- (C) The enterprise has the reasonable potential to create employment within the State and offers employment opportunities to residents;
- (D) The coordinating entrepreneur and other founders of the enterprise have already made or are prepared to make a substantial financial and time commitment to the enterprise;
- (E) The securities to be purchased are qualified securities;
- (F) There is reasonable possibility that the corporation will recoup at least its initial investment; and
- (G) Binding commitments have been made to the corporation by the enterprise for adequate reporting of financial data to the corporation, which shall include a requirement for an annual or other periodic audit of the books of the enterprise, and for control by the corporation that it considers prudent over the management of the enterprise, in order to protect the investment of the corporation, including membership on the board of directors of the enterprise, ownership of voting stock, input in management decisions, and the right of access to the financial and other records of the enterprise; and

(3) Entering into a binding agreement with the enterprise concerning the manner of payback by the enterprise of the funds advanced, granted, loaned, or received from the corporation. The manner of payback may include the payment of dividends, returns from the public sale of corporate securities or products, royalties, and other methods of payback acceptable to the corporation. In determining the manner of payback the corporation shall establish a rate of return or rate of interest to be paid on any investment, loan, or grant of corporation funds under this section.

(d) If the corporation makes a direct investment, it shall also find that a reasonable effort has been made to find a professional investor to make an investment in the enterprise as a coventure, and that the effort was unsuccessful. The findings, when made by the corporation, shall be conclusive.

(e) The corporation shall not make investments in qualified securities issued by an enterprise in excess of the following limits:

- (1) Not more than \$500,000 shall be invested in the securities of any one enterprise, except that more than a total of \$500,000 may be invested in the securities of any one enterprise, if the corporation finds, after its initial investment, that additional investments

CHAPTER 163D

AGRIBUSINESS DEVELOPMENT CORPORATION

in that enterprise are required to protect the initial investment of the corporation, and the other findings set forth in subsections (d) and (e) are made as to the additional investment;

(2) The corporation shall not own securities representing more than forty-nine per cent of the voting stock of any one enterprise at the time of purchase by the corporation after giving effect to the conversion of all outstanding convertible securities of the enterprise, except that in the event of severe financial difficulty of the enterprise, threatening the investment of the corporation in the enterprise, a greater percentage of those securities may be owned by the corporation; and

(3) Not more than fifty per cent of the assets of the corporation shall be invested in direct investments at any time.

(f) No investment, loan, grant, or use of corporate funds for the purposes of this chapter shall be subject to chapter 42F. [L 1994, c 264, pt of §1; am L 1997, c 190, §6; am L 1998, c 111, §8; am L 2004, c 216, §20]

[§163D-18] Exemption from taxation.

The corporation shall not be required to pay state taxes of any kind. [L 1994, c 264, pt of §1]

§163D-19 Annual report.

(a) The corporation shall submit to the governor and the legislature, no later than twenty days prior to the convening of each regular session, a complete and detailed report of its plans and activities.

(b) The following information shall be included in the annual report and shall be posted on the corporation's website:

- (1) The number of lots the corporation leased or used, by size and island;
- (2) The number of lots the corporation leased or used, by island, that contain protocols and conditions supporting specialty farm products;
- (3) The number of vacant parcels and unoccupied parcels in the leasing process, by island, including the parcel size, location, and date the parcel was last occupied by a tenant; and
- (4) A description of any lease sales or transfers approved by the corporation, including:
 - (A) A description of the type of farm products produced by the transferring lessee and the farm products to be produced by the accepting lessee on the leased lands; and
 - (B) The date and description of the transferring lessee's last lease approved by the corporation. [L 1994, c 264, pt of §1; am L 2019, c 28, §9]

CHAPTER 163D AGRIBUSINESS DEVELOPMENT CORPORATION

[PART II. ACQUISITION OF IMPORTANT AGRICULTURAL LANDS]

Revision Note

Part designation added by revisor pursuant to §23G-15.

Cross References

Acquisition of resource value lands, see chapter 173A.

Legacy land conservation commission, see §§173A-2.4 to 173A-2.6.

[§163D-31] Acquisitions of important agricultural lands authorized by the legislature.

(a) The legislature may authorize the corporation to acquire agricultural lands for the protection of agricultural lands, public land banking, or the promotion of farm ownership and diversified agriculture.

(b) The acquisition shall be authorized by a bill enacted into law and shall contain:

- (1) A statement of the value of the interest in land as a resource to the State;
- (2) A description of the specific parcel of land or agricultural easement proposed to be acquired;
- (3) The name of the owner of the property; and
- (4) The estimated costs of acquiring the interest in the land.

(c) The landowner shall receive payment for the interest in the land in a lump sum, through an installment purchase agreement as determined pursuant to section 163D-32, or from revenues derived from the issuance of revenue bonds pursuant to section 163D-9. [L 2008, c 234, pt of §6]

[§163D-32] Acquisitions; payment.

(a) If the landowner agrees to the sale of the interest in lands pursuant to section 163D-31, the landowner and the corporation shall agree on whether the landowner shall receive payment for the interest in a lump sum or through an installment purchase agreement pursuant to section 163D-33.

(b) The corporation may make payments from moneys appropriated by the legislature. [L 2008, c 234, pt of §6]

[§163D-33] Installment purchase agreements; interest payment.

(a) The legislature may authorize the corporation to negotiate installment purchase agreements for the acquisition of specific parcels of land for the protection of agricultural lands, public land banking, or the promotion of farm ownership and diversified agriculture. The installment purchase agreements shall be structured pursuant to the requirements of the Internal Revenue Code of 1986, as amended, to defer recognition of capital gain until all of the purchase price is paid. The agreement shall include provisions for the periodic payment of a portion of the purchase price with the remainder of the purchase price paid at the end of the term of the agreement. The legislature shall authorize the purchase of United States Treasury zero coupon bonds for the installment purchase agreement with a maturity date equal to the term of the agreement.

CHAPTER 163D
AGRIBUSINESS DEVELOPMENT CORPORATION

(b) The interest rate paid on the installment purchase agreement shall be not less than the interest rate on the zero coupon bonds at the closing of the agreement or eight per cent, whichever is higher.

(c) The corporation shall make semi-annual interest payments on the outstanding balance of the installment purchase agreement purchase price. [L 2008, c 234, pt of §6]

DRAFT

Appendix B

Hawai'i Revised Statute 26-35

DRAFT

§26-35 Administrative supervision of boards and commissions. (a) Whenever any board or commission is established or placed within or transferred to a principal department for administrative purposes or subject to the administrative control or supervision of the head of the department, the following provisions shall apply except as otherwise specifically provided by this chapter:

- (1) The head of the department shall represent the board or commission in communications with the governor and with the legislature; unless the legislature or a legislative committee requests to communicate directly with the board or commission;
- (2) The financial requirements from state funds of the board or commission shall be submitted through the head of the department and included in the budget for the department;
- (3) All rules adopted by the board or commission shall be subject to the approval of the governor;
- (4) The employment, appointment, promotion, transfer, demotion, discharge, and job descriptions of all officers and employees of or under the jurisdiction of the board or commission shall be determined by the board or commission subject to the approval of the head of the department and to applicable personnel laws;
- (5) All purchases of supplies, equipment, or furniture by the board or commission shall be subject to the approval of the head of the department;
- (6) The head of the department shall have the power to allocate the space or spaces available to the department and which are to be occupied by the board or commission;
- (7) Any quasi-judicial functions of the board or commission shall not be subject to the approval, review, or control of the head of the department; and
- (8) Except as set forth hereinabove, the head of the department shall not have the power to supervise or control the board or commission in the exercise of its functions, duties, and powers.

(b) Every board or commission established or placed within a principal department for administrative purposes or subject to the administrative control or supervision of the head of the department shall be considered an arm of the State and shall enjoy the same sovereign immunity available to the State. [L Sp 1959 2d, c 1, §6; am L 1965, c 96, §140; Supp, §14A-4; HRS §26-35; am L 2004, c 16, §1; am L 2008, c 60, §2]

Cross References

Rulemaking procedure, see chapter 91.

Appendix C

Kaua'i Landbook

DRAFT

KAUA‘I LANDBOOK

| PARCEL INFORMATION | | | | | | | LICENSING STATUS | | | | ANALYSIS | | | |
|--------------------|---------|-----------|------------|----------|----------------|-------------------|------------------|--------|--------|-----------|------------|----------|-------|------------|
| TMK | ADDRESS | OWNER | ACRES | FIELD # | FARMABLE ACRES | IRRIGATION ACCESS | STATUS | VACANT | ROE | LICENSED | % FARMABLE | % VACANT | % ROE | % LICENSED |
| KALEPA | | | | | | | | | | | | | | |
| (4)3-9-2-1 | | SoH, DLNR | 5,720.402 | A | 419.000 | ✓ | Licensed | 0.00 | 0.000 | 419.000 | 7% | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | B | 61.400 | ✓ | Licensed | 0.00 | 0.000 | 61.400 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | HSPA 1 | 2.000 | ✓ | Licensed | 0.00 | 0.000 | 2.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | HSPA 2 | 2.000 | ✓ | Licensed | 0.00 | 0.000 | 2.000 | 0% | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | HSPA 3 | 19.000 | ✓ | Licensed | 0.00 | 0.000 | 19.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | C | 179.000 | ✓ | Licensed | 0.00 | 0.000 | 179.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | D | 469.000 | ✓ | Licensed | 0.00 | 0.000 | 469.000 | 8% | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | E | 587.000 | ✓ | Licensed | 0.00 | 0.000 | 587.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | F | 630.000 | ✓ | Licensed | 0.00 | 0.000 | 630.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | G | 312.000 | ✓ | Licensed | 0.00 | 0.000 | 312.000 | 5% | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | H | 382.000 | ✓ | Licensed | 0.00 | 0.000 | 382.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | I | 518.000 | ✓ | Licensed | 0.00 | 0.000 | 518.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | J | 160.000 | ✓ | Licensed | 0.00 | 0.000 | 160.000 | 3% | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | K | 345.430 | ✓ | Licensed | 0.00 | 0.000 | 345.430 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | L | 287.000 | ✓ | Licensed | 0.00 | 0.000 | 287.000 | #DIV/0! | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | M | 235.000 | ✓ | Licensed | 0.00 | 0.000 | 235.000 | 4% | 0% | 0% | 100% |
| (4)3-9-2-1 | | SoH, DLNR | 0.000 | GE (A-M) | 1,000.000 | ✓ | Licensed | 0.00 | 0.000 | 1,000.000 | #DIV/0! | 0% | 0% | 100% |
| TOTAL | | | 5,720.40 | | 5,607.830 | | | 0.000 | 0.000 | 5,607.830 | 98% | 0% | 0% | 100% |
| KEKAHA | | | | | | | | | | | | | | |
| (4)1-2-2-1 por | | SoH, DLNR | 12,996.770 | 101 | 71.380 | ✓ | Licensed | 0.00 | 0.00 | 71.38 | 1% | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 102 | 67.030 | ✓ | Licensed | 0.00 | 0.00 | 67.03 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 103 | 21.800 | ✓ | Licensed | 0.00 | 0.00 | 21.80 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 104 | 52.230 | ✓ | Licensed | 0.00 | 0.00 | 52.23 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 105 | 52.750 | ✓ | Licensed | 0.00 | 0.00 | 52.75 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 106 | 38.080 | ✓ | Licensed | 0.00 | 0.00 | 38.08 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 107 | 80.290 | ✓ | Licensed | 0.00 | 0.00 | 80.29 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 108 | 61.880 | ✓ | Licensed | 0.00 | 0.00 | 61.88 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 109 | 4.580 | ✓ | Licensed | 0.00 | 0.00 | 4.58 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 110 | 43.170 | ✓ | Licensed | 0.00 | 0.00 | 43.17 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 111 | 23.010 | ✓ | Licensed | 0.00 | 0.00 | 23.01 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 112 | 114.620 | ✓ | Licensed | 0.00 | 0.00 | 114.62 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 113 | 54.740 | ✓ | Licensed | 0.00 | 0.00 | 54.74 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 115 | 47.470 | ✓ | Licensed | 0.00 | 0.00 | 47.47 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 116 | 106.880 | ✓ | Licensed | 0.00 | 0.00 | 106.88 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 117 | 58.810 | ✓ | ROE | 0.00 | 58.81 | 0.00 | #DIV/0! | 0% | 100% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 119 | 94.260 | ✓ | ROE | 0.00 | 94.26 | 0.00 | #DIV/0! | 0% | 100% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 120 | 107.090 | ✓ | ROE | 0.00 | 107.09 | 0.00 | #DIV/0! | 0% | 100% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 121 | 106.440 | ✓ | Licensed | 0.00 | 0.00 | 106.44 | #DIV/0! | 0% | 0% | 100% |

KAUA‘I LANDBOOK

| PARCEL INFORMATION | | | | | | | LICENSING STATUS | | | | ANALYSIS | | | |
|--------------------|---------|-----------|-------|---------|----------------|-------------------|------------------|--------|--------|----------|------------|----------|-------|------------|
| TMK | ADDRESS | OWNER | ACRES | FIELD # | FARMABLE ACRES | IRRIGATION ACCESS | STATUS | VACANT | ROE | LICENSED | % FARMABLE | % VACANT | % ROE | % LICENSED |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 123 | 48.340 | ☑ | Licensed | 0.00 | 0.00 | 48.34 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 125 | 68.310 | ☑ | Licensed | 0.00 | 0.00 | 68.31 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 127 | 151.470 | ☑ | Licensed | 0.00 | 0.00 | 151.47 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 128 | 153.920 | ☑ | Licensed | 0.00 | 0.00 | 153.92 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 130 | 83.710 | ☑ | Licensed | 0.00 | 0.00 | 83.71 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 201 | 80.760 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 206 | 24.170 | ☑ | Licensed | 0.00 | 0.00 | 24.17 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 207 | 88.020 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 208 | 59.800 | ☑ | Licensed | 0.00 | 0.00 | 59.80 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 209 | 73.320 | ☑ | Licensed | 0.00 | 0.00 | 73.32 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 210 | 34.960 | ☑ | Licensed | 0.00 | 0.00 | 34.96 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 211 | 33.690 | ☑ | Licensed | 0.00 | 0.00 | 33.69 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 212 | 88.840 | ☑ | Vacant | 88.84 | 0.00 | 0.00 | #DIV/0! | 100% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 213 | 37.150 | ☑ | Licensed | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 214 | 54.960 | ☑ | Licensed | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 215 | 85.050 | ☑ | Licensed | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 216 | 98.790 | ☑ | Licensed | 0.00 | 0.00 | 98.79 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 217 | 112.300 | ☑ | Licensed | 0.00 | 0.00 | 112.30 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 218 | 64.160 | ☑ | ROE | 0.00 | 64.16 | 0.00 | #DIV/0! | 0% | 100% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 219 | 199.720 | ☑ | ROE | 0.00 | 199.72 | 0.00 | #DIV/0! | 0% | 100% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 220 | 91.940 | ☑ | ROE | 0.00 | 91.94 | 0.00 | #DIV/0! | 0% | 100% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 221 | 100.030 | ☑ | Licensed | 0.00 | 0.00 | 100.03 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 222 | 71.940 | ☑ | Licensed | 0.00 | 0.00 | 71.94 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 223 | 85.020 | ☑ | Licensed | 0.00 | 0.00 | 85.02 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 225 | 105.220 | ☑ | Licensed | 0.00 | 0.00 | 105.22 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 228 | 82.870 | ☑ | Licensed | 0.00 | 0.00 | 82.87 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 229 | 92.020 | ☑ | Licensed | 0.00 | 0.00 | 92.02 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 309 | 139.880 | ☑ | Licensed | 0.00 | 0.00 | 139.88 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 310 | 75.760 | ☑ | Licensed | 0.00 | 0.00 | 75.76 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 311 | 42.690 | ☑ | Licensed | 0.00 | 0.00 | 42.69 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 312 | 88.190 | ☑ | Licensed | 0.00 | 0.00 | 88.19 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 313 | 50.790 | ☑ | Licensed | 0.00 | 0.00 | 50.79 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 314 | 64.360 | ☑ | Licensed | 0.00 | 0.00 | 64.36 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 315 | 40.710 | ☑ | Licensed | 0.00 | 0.00 | 40.71 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 316 | 21.250 | ☑ | Licensed | 0.00 | 0.00 | 21.25 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 317 | 54.480 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 320 | 101.730 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 321 | 69.280 | ☑ | ROE | 0.00 | 69.28 | 0.00 | #DIV/0! | 0% | 100% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 322 | 63.030 | ☑ | Licensed | 0.00 | 0.00 | 63.03 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 323 | 127.920 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 324 | 41.880 | ☑ | Licensed | 0.00 | 0.00 | 41.88 | #DIV/0! | 0% | 0% | 100% |

KAUA‘I LANDBOOK

| PARCEL INFORMATION | | | | | | | LICENSING STATUS | | | | ANALYSIS | | | |
|--------------------|---------|-----------|--------|---------|----------------|-------------------|------------------|--------|------|----------|------------|----------|-------|------------|
| TMK | ADDRESS | OWNER | ACRES | FIELD # | FARMABLE ACRES | IRRIGATION ACCESS | STATUS | VACANT | ROE | LICENSED | % FARMABLE | % VACANT | % ROE | % LICENSED |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 325 | 31.570 | ☑ | Licensed | 0.00 | 0.00 | 31.57 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 326 | 117.770 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 327 | 117.040 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 408 | 15.000 | ☑ | Licensed | 0.00 | 0.00 | 15.00 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 409 | 87.860 | ☑ | Licensed | 0.00 | 0.00 | 87.86 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 414 | 14.760 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 419 | 91.140 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 421 | 63.600 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 424 | 67.740 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 425 | 70.660 | ☑ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 601 | 50.770 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 602 | 59.930 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 611 | 48.170 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 612 | 62.360 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 613 | 142.710 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 621 | 101.990 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 631 | 67.170 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 632 | 65.710 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 633 | 62.290 | ☑ | Licensed | 0.00 | 0.00 | 62.29 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 635 | 87.730 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 641 | 48.260 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 642 | 94.160 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 643 | 41.990 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 644 | 47.580 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 645 | 80.250 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 646 | 44.410 | ☑ | Licensed | 0.00 | 0.00 | 44.41 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 651 | 31.200 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 652 | 68.740 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 653 | 56.790 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 661 | 52.760 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 662 | 43.020 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 663 | 63.650 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 664 | 105.520 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 665 | 111.710 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 666 | 82.550 | ☑ | Licensed | 0.00 | 0.00 | 82.55 | #DIV/0! | 0% | 0% | 100% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 671 | 49.490 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 672 | 75.290 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-2-1 por | | SoH, DLNR | 0.000 | 673 | 31.850 | ☐ | | 0.00 | 0.00 | 0.00 | #DIV/0! | 0% | 0% | 0% |
| (4)1-2-16-1 | | SoH, DLNR | 6.371 | KAP 1 | 6.371 | ☑ | Licensed | 0.00 | 0.00 | 6.37 | 100% | 0% | 0% | 100% |
| (4)1-2-16-2 | | SoH, DLNR | 13.726 | KAP 2 | 13.726 | ☑ | Licensed | 0.00 | 0.00 | 13.73 | 100% | 0% | 0% | 100% |
| (4)1-2-16-3 | | SoH, DLNR | 10.834 | KAP 3 | 10.834 | ☑ | Licensed | 0.00 | 0.00 | 10.83 | 100% | 0% | 0% | 100% |

KAUA'I LANDBOOK

| PARCEL INFORMATION | | | | | | | LICENSING STATUS | | | | ANALYSIS | | | |
|--------------------|---------|-----------|-----------|----------|----------------|-------------------|------------------|--------|--------|----------|------------|----------|-------|------------|
| TMK | ADDRESS | OWNER | ACRES | FIELD # | FARMABLE ACRES | IRRIGATION ACCESS | STATUS | VACANT | ROE | LICENSED | % FARMABLE | % VACANT | % ROE | % LICENSED |
| (4)1-2-16-4 | | SoH, DLNR | 10.014 | KAP 4 | 10.014 | ✓ | Licensed | 0.00 | 0.00 | 10.01 | 100% | 0% | 0% | 100% |
| (4)1-2-16-5 | | SoH, DLNR | 9.954 | KAP 5 | 9.954 | ✓ | Licensed | 0.00 | 0.00 | 9.95 | 100% | 0% | 0% | 100% |
| (4)1-2-16-6 | | SoH, DLNR | 8.472 | KAP 6 | 8.472 | ✓ | Licensed | 0.00 | 0.00 | 8.47 | 100% | 0% | 0% | 100% |
| (4)1-2-16-7 | | SoH, DLNR | 8.495 | KAP 7 | 8.495 | ✓ | Licensed | 0.00 | 0.00 | 8.50 | 100% | 0% | 0% | 100% |
| (4)1-2-16-8 | | SoH, DLNR | 8.113 | KAP 8 | 8.113 | ✓ | Licensed | 0.00 | 0.00 | 8.11 | 100% | 0% | 0% | 100% |
| (4)1-2-16-9 | | SoH, DLNR | 6.045 | KAP 9 | 6.045 | ✓ | Licensed | 0.00 | 0.00 | 6.05 | 100% | 0% | 0% | 100% |
| (4)1-2-16-10 | | SoH, DLNR | 5.423 | KAP 10 | 5.423 | ✓ | Licensed | 0.00 | 0.00 | 5.42 | 100% | 0% | 0% | 100% |
| (4)1-2-16-11 | | SoH, DLNR | 7.603 | KAP 11 | 7.603 | ✓ | Licensed | 0.00 | 0.00 | 7.60 | 100% | 0% | 0% | 100% |
| (4)1-2-16-12 | | SoH, DLNR | 5.465 | KAP 12 | 5.465 | ✓ | Licensed | 0.00 | 0.00 | 5.47 | 100% | 0% | 0% | 100% |
| (4)1-2-16-13 | | SoH, DLNR | 5.976 | KAP 13 | 5.976 | ✓ | Licensed | 0.00 | 0.00 | 5.98 | 100% | 0% | 0% | 100% |
| (4)1-2-16-14 | | SoH, DLNR | 7.910 | KAP 14 | 7.910 | ✓ | Licensed | 0.00 | 0.00 | 7.91 | 100% | 0% | 0% | 100% |
| (4)1-2-16-15 | | SoH, DLNR | 7.845 | KAP 15 | 7.845 | ✓ | Licensed | 0.00 | 0.00 | 7.85 | 100% | 0% | 0% | 100% |
| (4)1-2-16-16 | | SoH, DLNR | 7.753 | KAP 16 | 7.753 | ✓ | Licensed | 0.00 | 0.00 | 7.75 | 100% | 0% | 0% | 100% |
| (4)1-2-16-17 | | SoH, DLNR | 9.447 | KAP 17 | 9.447 | ✓ | Licensed | 0.00 | 0.00 | 9.45 | 100% | 0% | 0% | 100% |
| (4)1-2-16-18 | | SoH, DLNR | 9.447 | KAP 18 | 9.447 | ✓ | Licensed | 0.00 | 0.00 | 9.45 | 100% | 0% | 0% | 100% |
| (4)1-2-16-19 | | SoH, DLNR | 7.585 | KAP 19 | 7.585 | ✓ | Licensed | 0.00 | 0.00 | 7.59 | 100% | 0% | 0% | 100% |
| (4)1-2-2-42 | | SoH, DLNR | 5.601 | Parcel A | 5.601 | ✓ | Licensed | 0.00 | 0.00 | 5.60 | 100% | 0% | 0% | 100% |
| (4)1-2-2-6 | | SoH, DLNR | 32.929 | Parcel B | 32.929 | ✓ | Licensed | 0.00 | 0.00 | 32.93 | 100% | 0% | 0% | 100% |
| (4)1-2-2-43 | | SoH, DLNR | 17.297 | Parcel C | 17.297 | ✓ | Licensed | 0.00 | 0.00 | 17.30 | 100% | 0% | 0% | 100% |
| (4)1-2-2-22 | | SoH, DLNR | 5.195 | Parcel D | 5.195 | ✓ | Licensed | 0.00 | 0.00 | 5.20 | 100% | 0% | 0% | 100% |
| (4)1-2-2-35 | | SoH, DLNR | 42.019 | Parcel E | 42.019 | ✓ | Licensed | 0.00 | 0.00 | 42.02 | 100% | 0% | 0% | 100% |
| TOTAL | | | 13,256.29 | | 7,273.649 | | | 88.84 | 685.26 | 3,637.97 | 55% | 1% | 9% | 50% |

ISLAND WIDE ANALYSIS

| | | | | | | | | | |
|--------------|-----------|------------|--------|---------|-----------|-----|----|----|------|
| KALEPA | 5,720.40 | 5,607.830 | 0.000 | 0.000 | 5,607.830 | 98% | 0% | 0% | 100% |
| KEKAHA | 13,256.29 | 7,273.649 | 88.840 | 685.260 | 3,637.969 | 55% | 1% | 9% | 50% |
| | | | | | | | | | |
| KAUA'I TOTAL | 18,976.69 | 12,881.479 | 88.84 | 685.26 | 9,245.80 | 68% | 1% | 5% | 72% |

Appendix D

O'ahu Landbook

DRAFT

O'AHU LANDBOOK

| PARCEL INFORMATION | | | | | | | LICENSING STATUS | | | | ANALYSIS | | | |
|---------------------|---------|----------|-----------------|---------|------------------|-------------------|------------------|---------------|----------------|------------------|------------|-------------|------------|------------|
| TMK | ADDRESS | OWNER | ACRES | FIELD # | FARMABLE ACRES | IRRIGATION ACCESS | STATUS | VACANT | ROE | LICENSED | % FARMABLE | % AVAILABLE | % ROE | % LICENSED |
| GALBRAITH | | | | | | | | | | | | | | |
| (1)7-1-12-16 | | SoH, ADC | 26.55 | 1 | 26.551 | ☑ | Licensed | 0.000 | 0.000 | 26.551 | 100% | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 467.64 | 2 | 10.767 | ☑ | Licensed | 0.000 | 0.000 | 10.767 | 2% | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 3 | 6.023 | ☑ | ROE | 0.000 | 6.023 | 0.000 | #DIV/0! | 0% | 100% | 0% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 4 | 10.000 | ☑ | Licensed | 0.000 | 0.000 | 10.000 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 5 | 36.026 | ☑ | Licensed | 0.000 | 0.000 | 36.026 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 6 | 30.616 | ☑ | Licensed | 0.000 | 0.000 | 30.616 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 7 | 24.202 | ☑ | Licensed | 0.000 | 0.000 | 24.202 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 8 | 42.325 | ☑ | Licensed | 0.000 | 0.000 | 42.325 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 9 | 79.991 | ☑ | Licensed | 0.000 | 0.000 | 79.991 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 10 | 83.328 | ☑ | Licensed | 0.000 | 0.000 | 83.328 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 11 | 62.025 | ☑ | Licensed | 0.000 | 0.000 | 62.025 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-12-1 por | | SoH, ADC | 0.00 | 12 | 57.783 | ☑ | Licensed | 0.000 | 0.000 | 57.783 | #DIV/0! | 0% | 0% | 100% |
| (1)7-1-1-5 | | SoH, ADC | 236.23 | 005 | 221.902 | ☑ | Licensed | 0.000 | 15.000 | 206.902 | 94% | 0% | 7% | 93% |
| (1)7-1-1-3 | | SoH, ADC | 145.15 | 003 | 132.648 | ☑ | Licensed | 0.000 | 0.000 | 132.648 | 91% | 0% | 0% | 100% |
| (1)6-5-2-10 | | SoH, ADC | 310.86 | 010 | 308.000 | ☑ | Licensed | 0.000 | 0.000 | 308.000 | 99% | 0% | 0% | 100% |
| TOTAL | | | 1,186.43 | | 1,132.187 | | | 0.000 | 21.023 | 1,111.164 | 95% | 0% | 2% | 98% |
| WHITMORE | | | | | | | | | | | | | | |
| (1)7-1-2-4 | | SoH, ADC | 257.52 | 004 | 257.000 | ☐ | ROE | 0.000 | 257.000 | 0.000 | 100% | 0% | 100% | 0% |
| (1)7-1-2-37 | | SoH, ADC | 30.38 | 037 | 30.000 | ☐ | ROE | 0.000 | 30.000 | 0.000 | 99% | 0% | 100% | 0% |
| (1)7-1-2-44 | | SoH, ADC | 22.39 | 044 | 22.000 | ☐ | ROE | 0.000 | 22.000 | 0.000 | 98% | 0% | 100% | 0% |
| (1)7-1-2-9 | | SoH, ADC | 24.09 | 009 | 24.000 | ☐ | ROE | 0.000 | 24.000 | 0.000 | 100% | 0% | 100% | 0% |
| (1)6-4-4-6 | | SoH, ADC | 3.60 | 006 | 0.000 | ☐ | Vacant | 0.000 | 0.000 | 0.000 | 0% | #DIV/0! | #DIV/0! | #DIV/0! |
| (1)6-4-4-8 | | SoH, ADC | 230.43 | 008 | 164.000 | ☑ | ROE | 0.000 | 164.000 | 0.000 | 71% | 0% | 100% | 0% |
| (1)6-5-2-1 | | SoH, ADC | 73.44 | 001 | 73.000 | ☑ | Licensed | 0.000 | 0.000 | 73.000 | 99% | 0% | 0% | 100% |
| (1)7-1-1-12 | | SoH, ADC | 31.63 | | 30.000 | ☐ | Unfarmable | 30.000 | 0.000 | 0.000 | 95% | 100% | 0% | 0% |
| (1)7-1-2-23 | | SoH, ADC | 0.29 | 023 | 0.287 | ☐ | ROE | 0.000 | 0.290 | 0.000 | 100% | 0% | 101% | 0% |
| (1)7-1-2-6 | | SoH, ADC | 7.87 | 006 | 7.870 | ☐ | Licensed | 0.000 | 0.000 | 7.870 | 100% | 0% | 0% | 100% |
| (1)7-1-2-34 | | SoH, ADC | 186.54 | 034 | 186.000 | ☑ | Licensed | 0.000 | 0.000 | 186.000 | 100% | 0% | 0% | 100% |
| (1)7-1-2-41 | | SoH, ADC | 121.75 | 041 | 121.000 | ☑ | Licensed | 0.000 | 0.000 | 121.000 | 99% | 0% | 0% | 100% |
| (1)7-1-2-46 | | SoH, ADC | 59.66 | 046 | 59.000 | ☑ | Licensed | 0.000 | 0.000 | 59.000 | 99% | 0% | 0% | 100% |
| (1)7-1-2-47 | | SoH, ADC | 24.19 | 047 | 24.000 | ☑ | Licensed | 0.000 | 0.000 | 24.000 | 99% | 0% | 0% | 100% |
| (1)7-3-13-10 | | SoH, ADC | 5.00 | 010 | 5.000 | ☑ | Vacant | 5.000 | 0.000 | 0.000 | 100% | 100% | 0% | 0% |
| (1)7-4-12-16 | | SoH, ADC | 1.57 | 016 | 1.570 | ☐ | Licensed | 0.000 | 0.000 | 1.570 | 99.87% | 0.00% | 0.00% | 100.00% |
| TOTAL | | | 1,080.35 | | 1,004.73 | | | 35.000 | 497.290 | 472.440 | 93% | 3% | 49% | 47% |
| PA'ALA'A UKA | | | | | | | | | | | | | | |
| (1)6-4-3-16 por | | SoH, ADC | 10.00 | 1 | 9.150 | ☑ | ROE | 0.000 | 9.150 | 0.000 | 92% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 32.90 | 2 | 18.400 | ☑ | ROE | 0.000 | 18.400 | 0.000 | 56% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 36.80 | 3 | 15.000 | ☑ | ROE | 0.000 | 15.000 | 0.000 | 41% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 32.30 | 4 | 17.300 | ☑ | ROE | 0.000 | 17.300 | 0.000 | 54% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 46.40 | 5 | 11.200 | ☑ | ROE | 0.000 | 11.200 | 0.000 | 24% | 0% | 100% | 0% |

O‘AHU LANDBOOK

| PARCEL INFORMATION | | | | | | | LICENSING STATUS | | | | ANALYSIS | | | |
|--------------------|---------|----------|----------|---------|----------------|-------------------|------------------|--------|---------|----------|------------|-------------|---------|------------|
| TMK | ADDRESS | OWNER | ACRES | FIELD # | FARMABLE ACRES | IRRIGATION ACCESS | STATUS | VACANT | ROE | LICENSED | % FARMABLE | % AVAILABLE | % ROE | % LICENSED |
| (1)6-4-3-16 por | | SoH, ADC | 15.70 | 6 | 15.500 | ☑ | ROE | 0.000 | 15.500 | 0.000 | 99% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 45.50 | 7 | 6.690 | ☑ | ROE | 0.000 | 6.690 | 0.000 | 15% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 38.60 | 8 | 24.000 | ☑ | ROE | 0.000 | 24.000 | 0.000 | 62% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 41.40 | 9 | 28.500 | ☑ | ROE | 0.000 | 28.500 | 0.000 | 69% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 27.70 | 10 | 27.700 | ☑ | ROE | 0.000 | 27.700 | 0.000 | 100% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 57.10 | 11 | 30.800 | ☑ | ROE | 0.000 | 30.800 | 0.000 | 54% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 21.70 | 12 | 21.700 | ☑ | ROE | 0.000 | 21.700 | 0.000 | 100% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 16.70 | 13 | 16.700 | ☑ | ROE | 0.000 | 16.700 | 0.000 | 100% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 23.60 | 14 | 15.800 | ☑ | ROE | 0.000 | 15.800 | 0.000 | 67% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 9.40 | 15 | 9.400 | ☑ | ROE | 0.000 | 9.400 | 0.000 | 100% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 14.10 | 16 | 10.500 | ☑ | ROE | 0.000 | 10.500 | 0.000 | 74% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 35.60 | 17 | 12.300 | ☑ | ROE | 0.000 | 12.300 | 0.000 | 35% | 0% | 100% | 0% |
| (1)6-4-3-16 por | | SoH, ADC | 5.43 | drains | 0.000 | ☐ | Unfarmable | 0.000 | 0.000 | 0.000 | 0% | #DIV/0! | #DIV/0! | #DIV/0! |
| (1)6-5-1-56 | | SoH, ADC | 114.50 | 056 | 114.000 | ☑ | ROE | 0.000 | 114.000 | 0.000 | 100% | 0% | 100% | 0% |
| (1)6-5-1-46 | | SoH, ADC | 41.54 | 046 | 40.000 | ☑ | Licensed | 0.000 | 0.000 | 40.000 | 96% | 0% | 0% | 100% |
| (1)6-5-2-6 | | SoH, ADC | 42.36 | 006 | 42.000 | ☑ | Licensed | 0.000 | 0.000 | 42.000 | 99% | 0% | 0% | 100% |
| (1)6-5-2-8 | | SoH, ADC | 45.85 | 008 | 45.850 | ☑ | Licensed | 0.000 | 0.000 | 45.850 | 100% | 0% | 0% | 100% |
| (1)6-5-2-31 | | SoH, ADC | 215.63 | 031 | 215.000 | ☑ | Licensed | 0.000 | 0.000 | 215.000 | 100% | 0% | 0% | 100% |
| (1)6-5-5-9 | | SoH, ADC | 434.19 | 009 | 393.260 | ☑ | ROE | 0.000 | 393.260 | 0.000 | 91% | 0% | 100% | 0% |
| TOTAL | | | 1,405.00 | | 1,140.750 | | | 0.000 | 797.900 | 342.850 | 81% | 0% | 70% | 30% |
| KUNIA | | | | | | | | | | | | | | |
| (1)9-4-12-1 | | SoH | 14.29 | | 14.290 | ☑ | Licensed | 0.000 | 0.000 | 14.290 | 100% | 0% | 0% | 100% |
| (1)9-4-12-3 | | SoH | 76.93 | 003 | 76.930 | ☑ | Licensed | 0.000 | 0.000 | 76.930 | 100% | 0% | 0% | 100% |
| TOTAL | | | 91.22 | | 91.220 | | | 0.000 | 0.000 | 91.220 | 100% | 0% | 0% | 100% |
| MILILANI | | | | | | | | | | | | | | |
| (1)9-5-3-7 | | SoH, ADC | 91.65 | 007 | 91.650 | ☐ | Vacant | 91.650 | 0.000 | 0.000 | 100% | 100% | 0% | 0% |
| TOTAL | | | 91.65 | | 91.650 | | | 91.650 | 0.000 | 0.000 | 100% | 100% | 0% | 0% |
| WAI AHOLE | | | | | | | | | | | | | | |
| | | | | | | ☐ | Available | | 0.000 | 0.000 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| | | | | | | ☐ | Available | | 0.000 | 0.000 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |
| TOTAL | | | 0.00 | | 0.000 | | | 0.000 | 0.000 | 0.000 | #DIV/0! | #DIV/0! | #DIV/0! | #DIV/0! |

ISLAND WIDE ANALYSIS

| | | | | | | | | | |
|--------------|----------|-----------|--------|---------|-----------|------|------|-----|------|
| GALBRAITH | 1,186.43 | 1,132.187 | 0.000 | 21.023 | 1,111.164 | 95% | 0% | 2% | 98% |
| WHITMORE | 1,080.35 | 1,004.727 | 35.000 | 497.290 | 472.440 | 93% | 3% | 49% | 47% |
| PA'ALA'A UKA | 1,405.00 | 1,140.750 | 0.000 | 797.900 | 342.850 | 81% | 0% | 70% | 30% |
| KUNIA | 91.22 | 91.220 | 0.000 | 0.000 | 91.220 | 100% | 0% | 0% | 100% |
| MILILANI | 91.65 | 91.650 | 91.650 | 0.000 | 0.000 | 100% | 100% | 0% | 0% |

O‘AHU LANDBOOK

| PARCEL INFORMATION | | | | | | | LICENSING STATUS | | | | ANALYSIS | | | |
|--------------------|---------|-------|----------|---------|----------------|-------------------|------------------|--------|----------|----------|------------|-------------|-------|------------|
| TMK | ADDRESS | OWNER | ACRES | FIELD # | FARMABLE ACRES | IRRIGATION ACCESS | STATUS | VACANT | ROE | LICENSED | % FARMABLE | % AVAILABLE | % ROE | % LICENSED |
| O‘AHU TOTAL | | | 3,854.65 | | 3,460.534 | | | 126.65 | 1,316.21 | 2,017.67 | 90% | 4% | 38% | 58% |

DRAFT

Appendix E

Waimea Watershed Agreement

DRAFT

MEDIATION AGREEMENT
FOR THE WAIMEA WATERSHED AREA

This Mediation Agreement is entered into this 18th day of April, 2017, by and between the parties hereto to present reasonable interim instream flow standards to the Commission on Water Resource Management ("Commission") for its consideration in an effort to resolve disputes arising out of the diversion of water from the Waimea River and its tributaries, and to avoid protracted and time and resource consuming litigation.

WITNESSETH:

WHEREAS, on July 24, 2013, Pō'ai Wai Ola/West Kaua'i Watershed Alliance filed a Combined Petition to Amend the Interim Instream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste, which concerns the Waimea Watershed in Waimea, Island of Kaua'i, Hawai'i;

WHEREAS, on May 27, 2014, the Commission engaged Element Environmental, LLC to develop an inventory of the stream system, water uses, and water users of the Waimea River and its headwaters and tributaries, and to conduct an appropriate investigation of the water systems and the water resources in the area;

WHEREAS, during 2015, the Commission sought and received information on water uses from the agricultural interests and the Department of Hawaiian Home Lands ("DHHL");

WHEREAS, in October, 2015, the Commissioners, Commission staff, and interested parties familiarized themselves with the stream system and non-stream uses by visiting the area over two days;

WHEREAS, on November 17, 2015, DHHL filed with the Commission a Petition for Reservation of Surface Water of 33.145 MGD;

WHEREAS, also during 2015, in light of the fact that similar petitions have historically taken decades to resolve, the Commission staff approached various parties having an interest in this area and its waters to consider participating in a mediation of the issues involved;

WHEREAS, in December, 2015, the Commission approved engaging a mediator to assist in reaching an agreement between the parties that would be acceptable to the Commission to resolve the issues in the Waimea watershed;

WHEREAS, at its February 16, 2016 duly-noticed meeting, the Commission approved the terms of reference for the mediation, and subsequently, the services of the Collaborative Leaders Network were engaged to conduct the mediation, led by its President, Robert Alm; and

WHEREAS, during November, 2016, a set of controlled releases of water was undertaken by the Commission staff and the parties to assist in the resolution of the issues in this matter.

NOW, THEREFORE, the parties have reached the following points of agreement for consideration and approval by the Commission to guide the Commission staff and these parties in their respective and cooperative handling of the area's water resources in the coming years, and to amend the current interim instream flow standards of the Waimea River, its headwaters and its tributaries:

1. The Waimea Watershed Agreement which is attached hereto as Exhibit A.
2. In light of this agreement, it is also agreed that:
 - A. Pō'ai Wai Ola/West Kaua'i Watershed Alliance's Combined Petition to Amend the Interim Stream Flow Standards for Waimea River and Its Headwaters and Tributaries, and Complaint and Petition for Declaratory Order Against Waste (filed July 24, 2013) will be considered to be resolved.
 - B. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed.
3. The terms of this Agreement are submitted to the Commission for consideration and approval. By executing this Agreement, each party represents to the Commission its acknowledgement that, based upon the information obtained to date on stream flows, ditch flows, beneficial in-stream uses and non-stream uses, each party has weighed the importance of the present and potential uses of water, including the economic impact of restricting such uses.
4. The parties recognize and respect the intent of the Water Code, Chapter 174C, H.R.S., and the Commission, including to obtain maximum beneficial use of the waters of the State for purposes such as domestic uses, aquaculture uses, irrigation and other agricultural uses, power development, and commercial and industrial uses, as long as there is adequate provision for the protection of traditional and customary Hawaiian rights, the protection and procreation of fish and wildlife, the maintenance of proper ecological balance and scenic beauty, and the preservation and enhancement of waters of the State for municipal uses, public recreation, public water supply, agriculture, and navigation.
5. Mediation communications and confidential information protected by the Commission's mediation rules, H.A.R. § 13-167-90, and the Uniform Mediation Act, H.R.S. ch. 658H, shall remain confidential regardless of the Commission's decision on this Agreement.
6. This Agreement shall be effective, and interim instream flows shall be established, if at all, upon approval of its terms by the Commission.

Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.

PŌAI WAI OLAI
WEST KAUAI WATERSHED ALLIANCE

STATE OF HAWAII, AGRIBUSINESS
DEVELOPMENT CORPORATION

By
Its

Gale J. Kaula

By
Its

STATE OF HAWAII, DEPT. OF
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE
ASSOCIATION

By
Its

By
Its

KAUAI ISLAND UTILITY
COOPERATIVE

By
Its

DRAFT

Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.

PŌ'AI WAI OLA/WEST KAUA'I
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS
DEVELOPMENT CORPORATION

By: _____
Its

By:  _____
Its

STATE OF HAWAI'I, DEPT OF
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: _____
Its

By: _____
Its

KAUA'I ISLAND UTILITY
COOPERATIVE

By: _____
Its

Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.

PŌ'AI WAI OLA/WEST KAUA'I
WATERSHED ALLIANCE

STATE OF HAWAI'I, AGRIBUSINESS
DEVELOPMENT CORPORATION

By: _____
Its

By: _____
Its

STATE OF HAWAI'I, DEPT OF
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By:  _____
Its

By: _____
Its

KAUA'I ISLAND UTILITY
COOPERATIVE

By: _____
Its

Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.

PŌ'AI WAIOLA/WEST KAUA'I
WATERSHED ALLIANCE

STATE OF HAWAII, AGRIBUSINESS
DEVELOPMENT CORPORATION


By: _____
Its

By: _____
Its

STATE OF HAWAII, DEPT OF
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: _____
Its

By: 
Its

KAUA'I ISLAND UTILITY
COOPERATIVE

By: _____
Its

Wherefore, the parties affix their signatures to this agreement to evidence their acknowledgement, contribution, and agreement to each of the terms set forth above.

PŌ'AI WAI OLA/WEST KAUA'I
WATERSHED ALLIANCE

STATE OF HAWAII, AGRIBUSINESS
DEVELOPMENT CORPORATION

By: _____
Its

By: _____
Its

STATE OF HAWAII, DEPT OF
HAWAIIAN HOME LANDS

KEKAHA AGRICULTURE ASSOCIATION

By: _____
Its

By: _____
Its

KAUA'I ISLAND UTILITY
COOPERATIVE

By: David J. Bessell
Its CEO

WAIMEA WATERSHED AGREEMENT

- A. Statement of Guiding Principles
- B. Modification of Diversions
- C. Permits and Approval
- D. IIFS Numbers
- E. Monitoring Stations
- F. Operating Protocols
- G. Infrastructure Agreements

DRAFT

A. STATEMENT OF GUIDING PRINCIPLES

The following guiding principles underlie this agreement and all phases of its execution:

1. All streams will be allowed to run from the mountain to the sea and no diversion will ever be a total diversion again.
2. Any diversion of water from a stream must be justified with no more water taken than is needed for other beneficial uses, and even then, the health of the stream must be preserved at all times. All waters not needed at any given time belong in the stream and the IIFS numbers are the minimum amounts to be provided.
3. Agriculture and renewable energy are beneficial uses of water diverted from these streams.
4. DHHL will, within thirty days (30) of the approval of this agreement, submit a modified petition to provide for a water reservation of 6.903 MGD from the Kokee Streams, and request that the Commission consider and act on the modified petition within sixty (60) days of its filing. DHHL maintains the right to file, at later dates, additional water reservations for the Waimea Watershed. The parties acknowledge DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code.
5. The ditch systems owned by the State of Hawaii's Agribusiness Development Corporation (ADC), and currently operated by the Kekaha Agriculture Association (KAA), will continue to be maintained to allow for both present and future uses.
6. Kaua'i Island Utility Cooperative (KIUC) will be allowed to complete due diligence on a set of energy projects supported by the Kokee Ditch System, and, if the energy projects are built, will receive from the Kokee ditch system a rolling average of 11 mgd to support both (1) the Puu Opaie project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, supra) that are to be served by the project infrastructure, with the understanding that the KIUC project is intended to serve both energy and agricultural uses which will enable the Commission to review the water needs of both systems with the goal of reducing the diversion of water into the Kekaha Ditch system. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming the IIFSs are met first. The term "rolling average" as used in this agreement means an average to account for intra and inter annual fluctuation.
7. If KIUC does build the energy projects, it will assume substantial responsibility for much of the Kokee ditch system and related facilities as specified in this agreement.

B. MODIFICATIONS OF THE DIVERSIONS

Throughout this Agreement, all references to days are to calendar days.

All plans for the modification of any diversion shall be subject to review and approval by the Commission or its staff prior to any modification taking place. When plans are submitted to the Commission, a copy will be provided to each other party to this agreement.

KIUC will modify all diversions in the Kokee Ditch necessary to ensure the stream flow provided for in this agreement, as follows: KIUC will file with the Commission and any other pertinent regulatory agency its modification plans within one hundred thirty-five (135) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

If KIUC does not receive (1) the understandings from ADC set forth in Section C by April 30, 2017, and/or (2) the understandings from DHHL set forth in Section C within ninety (90) days of the Commission's approval of this agreement, KIUC shall have the option to withdraw from its responsibilities and obligations under this agreement. If KIUC opts to withdraw, it will notify the Commission and all the parties to this agreement. If KIUC does not exercise its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission, KIUC shall proceed with the modification plans in accordance with the paragraph immediately above.

ADC (either itself or through its licensee KAA) will modify all other diversions relating to the Kekaha Ditch system and specifically those associated with the Koaie and Waiahulu streams and the Waimea diversion necessary to ensure the stream flow provided for in this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans within forty-five (45) days of the approval of this agreement by the Commission. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

All modifications will be done in a manner that provides for water flowing over it, provides for a wetted path upstream and downstream such that adult forms can migrate upstream and larval forms can migrate downstream, and minimizes entrainment of native species to the maximum extent practicable.

If any modification requires an Environmental Assessment, an Environmental Impact Statement or other permitting or approvals, the filing of those must occur within ninety (90) days of notification by the Commission or other pertinent regulatory agency of the need for such actions.

If KIUC exercises its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission, ADC (either itself or through its licensee KAA) will be responsible for the modifications to the Kokee Ditch diversions necessary to comply with this agreement, as follows: ADC (either itself or through its licensee KAA) will file with the Commission and any other pertinent regulatory agency its modification plans for the Kokee Ditch

diversions within forty-five (45) days of KIUC's notice of withdrawal. Work on the modifications will begin within forty-five (45) days of approval of the modification plans or any other approval required by the modification proposal, whichever comes last.

C. PERMITS AND APPROVALS

In order to develop its renewable energy project(s), KIUC will need to obtain a number of permits and approvals from various governmental agencies, and compliance with the requirements of HRS Chapter 343 will be necessary prior to agency action on those permits and approvals. Nothing in this agreement obliges any government agency to grant any of those permits or approvals. Each permitting and approving agency needs to exercise its discretion without regard to this agreement. None of the signatory governmental agencies to this agreement issue the permits and approvals that KIUC will need for this project other than those provided for in this agreement.

In order to allow KIUC to move forward with its project(s), KIUC needs to know that it will have the ability to perform its due diligence (engineering, biological, and archaeological) on the project; that infrastructure for the project(s) will be available in the event that KIUC ultimately receives the permits and approvals necessary for its project(s); and the financial terms for access to and use of that infrastructure in the event that KIUC ultimately receives the permits and approvals necessary for its project(s).

If KIUC does not have in place (1) the understandings from ADC set forth below by April 30, 2017, and/or (2) the understandings from DHHL set forth below within ninety (90) days of the Commission's approval of this agreement, KIUC reserves the right to withdraw from its responsibilities and obligations under this agreement. If KIUC chooses to do so, it will notify the Commission, and all the parties to this agreement, that it is doing so and will then be relieved of all obligations under this agreement, subject to KIUC's duty to proceed with the diversion modification plans in accordance with Section B if KIUC does not exercise its option to withdraw within one-hundred (100) days after the approval of this agreement by the Commission.

It is understood that, in order to facilitate this agreement, Pō'ai Wai Ola/West Kaua'i Watershed Alliance will forbear from contesting or challenging ADC's or DHHL's decisions with respect to the understandings described in this section.

THE UNDERSTANDINGS ARE AS FOLLOWS:

From ADC to KIUC:

1. A license, with an option for a lease, for the following infrastructure:
 - a. The diversions on the Kokee Ditch at Waiakoali, Kawaikoi, Kauaikinana and Kokee and all the ephemeral diversions on the Kokee ditch system.
 - b. The Kokee Ditch from the diversions to the Puu Moe Divide.

- c. The Mana Reservoir.
- d. The land needed for construction of the Mana powerhouse located adjacent to the Mana Reservoir.

The license or lease shall provide for the water for KIUC under this agreement and approved by the Commission subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171-58.

The financial terms of the license/leases shall be binding on KIUC and ADC if the required permits and approval are issued and the project is developed.

2. Easements as follows:

- a. The Kokee Ditch access roads for the purposes of ditch access and maintenance.
- b. The Mana Reservoir access road for the purpose of access to the Mana Reservoir, powerhouse and substation.
- c. A short-term easement for the construction of a pressurized pipeline segment on the Mana Plain with a long-term easement for maintenance of the pipeline.
- d. A short-term easement for the construction of the Puu Opae project powerhouse and substation adjacent to the Mana reservoir.
- e. A long-term easement for the Puu Opae project electrical transmission lines and pressurized pipeline.

From DHHL to KIUC:

- 1. A right of entry (“ROE”) to be issued to conduct all engineering, biological and archaeological studies necessary to support regulatory requirements for the project.
- 2. Within ninety days (90) of the approval of this agreement by the Commission, the DHHL will notify KIUC as to whether it will issue a 65-year lease for the land and infrastructure (Puu Opae Reservoir) to KIUC subject to HRS § 171-95.3, the Hawaiian Homes Commission Act, as amended, and Hawaiian Homes Commission policies, if KIUC complies with HRS Chapter 343 and receives the necessary approvals and permits for the construction of the Puu Opae project. Once approved, and subject to the above, the financial terms and conditions will be binding on KIUC and DHHL.
- 3. If the lease to KIUC described above is issued by the DHHL, it will

- a. include the provision of a rolling average of 11 mgd of water subject to approval of a water lease application by KIUC to be filed with the Board of Land and Natural Resources pursuant to Haw. Rev. Stat. § 171-58 and subject to meeting the water needs of DHHL as set forth in any water reservation the Commission may grant.
- b. grant a short-term easement for the pressurized pipeline and a buried transmission line construction and the rehabilitation of the Puu Opae Reservoir.
- c. grant a long-term easement for the maintenance of the pipeline, the buried transmission line and the access roads.
- d. will include the Puu Opae Reservoir and land adjacent to the reservoir (less than three acres) for the project powerhouse.

D. IIFS NUMBERS

Based on the submissions by the parties and the analysis by the Commission staff, the following IIFS numbers are agreed to in two phases.

Phase One will go into effect upon the approval of this agreement by the Commission. As part of Phase One, the parties agree to immediately take steps to restore flows to the maximum extent possible (e.g., by removing a board or lifting a gate) while working on the structural modifications pursuant to the deadlines set forth in Section B.

Phase Two goes into effect if and when the KIUC energy project goes into service.

PHASE ONE:

Kokee Irrigation System

1. The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch.
2. For the Kauaikinana, Kawaikoi, and Waiakoali streams, the IIFS below each diversion is the following:

| Stream | IIFS |
|-------------|--------------|
| Kokee | natural flow |
| Kauaikinana | 0.7 mgd |
| Kawaikoi | 4.9 mgd |
| Waiakoali | 1.4 mgd |

Kekaha Irrigation System

1. The IIFS for the Koaie Stream below the Koaie Diversion will be 2 mgd.

2. The IIFS for the Waimea Stream below the Waiahulu Diversion will be 8 mgd.
3. The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume.

PHASE TWO:

Kokee Irrigation System

1. The existing natural flow in the Kokee Stream is permitted to flow past the Kokee Ditch except for flows greater than 1.2 mgd, in which the IIFS is 1.2 mgd.
2. For the Kauaikinana, Kawaikoi, and Waiakoali streams, for flows less than or equal to the established values listed in the table below, the IIFS below each diversion is two-thirds (66.6%) of the flow in the stream; for flows greater than the established values listed below, the IIFS below each diversion is the value given.

| Stream | Established value | IIFS | IIFS if stream flow is below or equal to established value | IIFS if streamflow is above the established value |
|-------------|-------------------|------------------------|--|---|
| Kokee | 0.2 | Natural flow up to 1.2 | n/a | n/a |
| Kauaikinana | 1.2 | | 2/3 of stream flow | 0.6 |
| Kawaikoi | 6.4 | | 2/3 of stream flow | 4.0 |
| Waiakoali | 1.3 | | 2/3 of stream flow | 0.8 |

All water flows above these numbers may be used by KIUC in support of its project.

Kekaha Irrigation System

1. The IIFS for Koaie Stream below the Koaie Diversion will be 2 mgd.
2. The IIFS for Waimea Stream below the Waiahulu Diversion will be 8 mgd.
3. The IIFS for the Waimea Stream at USGS 16031000 will be 25 mgd with a minimum flow at all times through the Kekaha Ditch of 6 mgd measured at the Hukipo Flume subject to Commission review of its ongoing need based on the water coming to the plain through the KIUC project as provided in paragraph 10 of the Operating Protocols section, *infra*.

If Phase Two goes into operation, the Commission will examine the amounts being diverted at Koaie and at Waiahulu with goal of increasing the total IIFS numbers for these two streams.

E. MONITORING STATIONS

Monitoring stations will be put in place to measure the amount of water coming into the ditches and the amount of water going into the streams below the diversions on a continuous real-time basis.

KIUC, assuming that it receives the understandings called for in the Permits and Approvals section of this agreement, will install and maintain monitoring equipment at the existing flow gauging location immediately above the Puu Lua Reservoir and for the following streams:

Waiakoali

Kawaikoi

Kauaikinana

Kokee

ADC (either itself or through its licensee KAA), if the Commission approves this agreement, will install and maintain monitoring equipment for the following streams:

Waiahulu

Koaie

Waimea at the Mauka hydroelectric plant

The information gathered by these stations shall be made available to all parties at the same time.

The Commission and the U.S. Geological Survey may install and maintain its own monitoring equipment along the streams and/or ditches in the watershed.

If the KIUC project does not receive the understandings called for in the Permits and Approvals section, the monitoring equipment will be installed and maintained by ADC (either itself or through its licensee KAA). If the KIUC project ultimately does not proceed, ADC (either itself or through its licensee KAA) will assume responsibility for the monitoring equipment.

F. OPERATING PROTOCOLS

The goal of the Waimea water systems is to preserve the life of the streams and their aquatic resources while allowing for agricultural and renewable energy uses to co-exist with the streams.

In the operation of these systems the intent is to have instantaneous daily decisions made on where the water in any given stream would go between the streams and the ditches:

1. Flow in the stream has the highest priority and water should flow at the highest possible level with diversions only as needed for other uses with the IIFS numbers being the minimum amounts to be provided.
2. Stated otherwise, when water is not presently needed for other uses such as expanded agricultural uses or future energy projects, the water must remain in the streams.
3. Current agricultural uses by ADC (and its licensees) will continue to be provided with the water needed for their operations. Each month, ADC (either itself or through its licensee KAA) will report monthly water usage volumes for agricultural and non-agricultural uses, monthly total cultivated acres, and a list of crop types. Each year, ADC (by itself or through its licensee KAA) will report annual cultivated acres by crop type.
4. Water for the kalo farmers on the Menehune Ditch will continue to be provided by one or both ditch systems.
5. Water for agricultural uses by ADC (and its licensees) and water for uses by the DHHL (and its lessees and licensees) in accordance with DHHL's rights to water as set forth in the Hawaiian Homes Commission Act, the Hawaii Constitution, and Haw. Rev. Stat. chapter 174C, the State Water Code will be provided so long as the amounts involved are reasonable in their consumption levels and in relation to the water provided to the streams. In that regard, the need to plant less water intensive crops and the importance of using efficient water delivery methods will be taken into account as well as the availability of R-1 water and well water.
6. If one or more hydro projects are developed by KIUC on the Kokee Ditch System, KIUC will receive from the Kokee ditch a rolling average of 11 mgd to support both (1) the Puu Opaie project and (2) DHHL's water needs under any water reservation the Commission may grant to DHHL (see A.4, *supra*) that are to be served by the project infrastructure. This means that KIUC will be able to take an average of 11 mgd within each year and over the course of the life of the project, assuming the IIFSs are met first. In its project, KIUC will leave enough water in the ditch past the Puu Moe Divide to meet the needs of users of ditch water below that point.

7. Controlled releases and biological studies will be part of any protocol to help determine the best ongoing uses of water.
8. To the extent not otherwise provided by the above uses, the Commission may consider a request to allow a minimum flow of water to maintain the ditch systems to the extent necessary to ensure their ongoing structural integrity.
9. The Waiawa power plant will be allowed to operate in its current manner for no more than three years from the approval of this agreement after which it must be either decommissioned or repowered to operate using such waters as are reasonably related to agricultural (as opposed to energy) uses. Specifically, after three years, no more than 10 mgd can be diverted in the Kekaha Ditch at Hukipo Flume unless reasonable agricultural uses require more water and the Commission finds that such additional waters can be provided consistent with the IIFS numbers it has set.

If Phase Two goes into operation, the Commission will reexamine the amounts diverted to reduce them to take into account the energy and agricultural uses served by the KIUC project.

The execution of these protocols will be the responsibility of ADC (either itself or through its licensee KAA), and of KIUC. KIUC, if it receives the understandings provided for in the Permits and Approvals section above, may contract with other entities to carry out its responsibilities under this agreement.

If there is any dispute in the operation of the protocols, it shall be brought to the Commission for resolution.

G. INFRASTRUCTURE AGREEMENTS

PHASE ONE: CURRENT OPERATIONS

Unless and until the energy projects proposed by KIUC receive all required approvals and Phase Two is implemented, the current system will be maintained by the ADC, and its licensee KAA, and the State agencies involved in the case of the impacted dams and reservoirs, subject to the provisions of this agreement, including those pertaining to the modification of diversions and the installation of monitoring equipment.

PHASE TWO: THE ENERGY PROJECTS

If KIUC receives the understandings required in the Permits and Approvals section; finds that the project is feasible to undertake and finance; and gets the approval of the Public Utilities Commission for the energy projects, KIUC may build and/or rehabilitate one or more energy projects in the Waimea Watershed area.

If KIUC proceeds, it will assume significant responsibility for the infrastructure on the systems involved. This section sets forth the infrastructure for which KIUC (and any firms it employs) will be responsible:

1. The Ditches

KIUC will operate, upgrade, alter or repair as appropriate, and maintain:

- a. The Kokee Ditch including the ditch, flumes and tunnels, beginning at the Waiakoali Intake to the Puu Moe Divide, including the Kauhao sluice gate and the weir gate at the Divide; and any pressurized piping KIUC installs involving the ditch and the reservoirs named below including between the Divide and the Puu Opaе Reservoir. (KIUC will not be responsible for the ditch from the Divide to the Kitano Reservoir.)

2. Diversions

KIUC will operate, repair and maintain the following diversions:

- a. Waiakoali
- b. Kawaikoi
- c. Kauaikinana
- d. Kokee
- e. All active ephemeral stream diversions. Kumuela 1-5, Nawaiamaka and Halemanu on the Kokee Ditch.

ADC (either itself or through its licensee KAA) will operate, repair and maintain the following diversions:

- f. Waiahulu
- g. Koaie
- h. Waimea

3. Roadways

KIUC will repair and maintain the roadways which pertain to the operations of the Kokee Ditch.

- a. The jeep roadway extending from the Kokee Highway to the Puu Lua Reservoir;

- b. The jeep road extending from the Kokee Highway to the Puu Opae Reservoir;
- c. The jeep road extending from the DHHL/DLNR gate on the Mana Plain to the Puu Opae Reservoir;
- d. Ditch maintenance roads along the Kokee Ditch;
- e. All other jeep roads and ditch trails necessary to access, maintain and operate the ditch systems that are under KIUC's control.

The assumption of responsibility for the roadways by KIUC does not change existing access rights or in any way alter their status as public or private roads.

In carrying out the operation, upgrade, repair and maintenance to the ditches, diversions and roadways as described above in this section, KIUC and ADC (and any other firm employed by the same) shall not interfere with the quiet enjoyment of the DHHL lessees and licensees.

4. Control Equipment

KIUC will operate the Puu Opae Energy Project(s), the streamflow gauging equipment on the Kokee Ditch and pertinent streams, the Puu Lua Reservoir, the Puu Opae Reservoir and the Mana Reservoir.

5. Hydroelectric Plants

KIUC will operate, repair and maintain the hydro plants developed as part of the Puu Opae energy project:

6. Dams and Reservoirs

KIUC will rehabilitate the following reservoirs pursuant to the State of Hawaii dam safety standards and undertake the operation and maintenance of each through the life of the Puu Opae project.

- a. Puu Lua Reservoir
- b. Puu Opae Reservoir
- c. Mana Reservoir

7. Pressurized Piping

KIUC will construct and maintain the following segments of pressurized pipeline:

- a. Between the Puu Moe Divide and the Puu Opae Reservoir;
- b. Between the Puu Opae and Mana Reservoirs.

8. Pumping Stations

ADC will continue to operate and maintain the Kawaiele and Nohili Pumping Stations.

9. Monitoring Stations

KIUC will operate and maintain the equipment discussed in the Monitoring Stations section above.

10. Agreements to Operate

The cost of all of KIUC's undertakings pursuant to this agreement will be negotiated directly between KIUC and the agencies involved.

11. Infrastructure Covered

Any infrastructure not covered by this agreement will be presumed to be handled by whoever is handling it today. This agreement covers only the specific infrastructure discussed in it.

Appendix F

Permitted Interaction Group Reports

DA: November 15, 2024

TO: ADC BOD

FR: Land Permitted Interaction Group (PIG)

RE: Final Report

Scope of PIG:

It was suggested that each group brainstorm the following: Beneficiaries, Customers, who do we need to “move” to make this business model work, Problems, Unique Value Proposition (UVP), Competitive Edge: How is our approach different from others, Key Activities/Solutions, Channels, Impact Metrics, Key Resources, Partners & Key Stakeholders, Cost Structure, Surplus, & Financial Sustainability.

Recommendations:

Recommendations for Immediate Adoption:

Strategically:

1. Recognize the need for faster action and implementation by ADC

- a. Policy Changes:
 - i. Changes in the Existing Land Management Policy & Procedure Manual (LMPPM):
 1. Property Disposition & Evaluation Procedures: Amend to include “Available Lands will be kept updated on the ADC Website for Expressions of Interest & Applications. Notices of Availability or Requests for Application shall be published. . .
 - a.
 2. Procedure for (specific area):
 - a. Add to each section:
 - i. Property Manager will review applications to assess compatibility with existing licensees, distribution (power & water), and value-added needs and discuss with area ADC BOD Member, ADC Staff and Partners as needed
 - ii. The Property Manager will keep a current list of Expressions of Interest, Applications, and Stakeholders for
- b. Need for Additional Information/Recommendation by Staff:
 - i. Revisit the ADC's 343 Exemptions and provide a recommendation for inclusions in the LMPPM
 - ii. Review Hawaii Fire Mitigation Plan and recommend policies to better steward ADC Lands
 - iii. Suggested Changes to the LMPPM from Staff to include but not limited to:
 1. Property Disposition and Evaluation Procedures: Adding Executive Ordered Lands and New Land Purchases Sections

2. Application Document:
 - a. Adding sections/scores for:
 - i. Currently losing license/lease (timeframe & reasons).
 - ii. Farm Visit Evaluation/criteria & points for: No animals present if produce farmer, Type of equipment, number of workers observed at the farm, If Product is lying on the ground in the field unharvested, If potable water is available, If clean boxes for packing were available, on farm toilet, farm waste disposal system, any farm refrigeration available, if GAP certified- signage, notice any burning piles/evidence
 - iii. Any Grants Awarded in the Past: Describe
 - iv. Current Conservation Plan- copy of, and who created/approved
 - b. Clarify scoring criteria for:
 - i. Financials (many farmers do not provide detailed records for fear of information breach by ADC or request by public to view application & financials)
 - ii. Farm Plan
 - iii. Balance of the Application
 - c. Recommendations by staff for other changes
3. Communication Plan: Before, during and after application process
4. Land Document Policies:
 - a. Expand Rent Setting Policy “ADC Board may adjust rent schedules to reflect cash flow of crop type, for example, orchard crop may have lower rate as licensee establishes trees & waits for fruit.”
 - b. Rent Credit: change to reflect up to 3-year rent credit instead of up to 20 years
 - c. Term of License: **Is 35 years ADC’s maximum?**
 - d. License Re-Opening:
 - i. Applicants have shared current policy limits financial backing- prefer a set rate and re-opening
5. Soil Conservation Plan: due to the shortage of conservation planners, we recommend ADC move to get a Master Conservation Plan for each area and allow Licensees up to 2 years to get a Soil Conservation Plan. Under the Master Conservation Plan Licensees are not required to have a grading & grubbing permit and can get started while awaiting an individual plan.
6. Termination of License Procedures:
 - a. Change Notice of Violation for Past Due Rents letter from 60 to 45 days, and “past due letter” from 30 to 10 days

- b. Change Notice of Violation for Past due Rents & Board Hearing” letter from 90 to 60 days, and add after garnishment of bank accounts, “result in license termination”
- 7. Non-Financial Default:
 - a. Change the Notice of Violation letter from five business days to 24 hours; resolved from 30 to 10 days and closed after the 11th day window.
 - b. Change item b Notification to 3 instead of 6 days
- 8. Section 7.3 Soil Conservation Plan- extend from one year to two years
- 9. Add to 8.3 from suggestions made to Lyle & Roger)- include if licensee attended any t

2. Acknowledge ADC has Commercial Property in the Asset Portfolio

- a. Policy Changes:
 - i. Changes in the Existing Land Management Policy & Procedure Manual (LMPPM) to include Commercial Land Management Policies & Procedures
 - 1. Include Common Area Maintenance Fees Policy for Commercial Lands to enable upkeep and security
 - b. Need for Additional Information/Recommendation by Staff:
 - i. Draft Commercial Property Policies & Procedures based on Best Management Practices in the industry
- ## **3. Proactively show “dynamic and aggressive leadership” in agribusiness**
- a. Policy Changes:
 - i. Establish a Strategy for Land Use on ADC Lands in relationship to Agritourism, Ag Worker Housing, and Solar and assign to the Technical Standing Committee appointed by the Chair
 - ii. Expand Annual Reports by Licensees to honor the statute of “economic, environmental and social benefit for the people of Hawaii”
 - 1. Capital Improvement Projects: Implemented & Planned
 - 2. Staffing: Current number of FT and PT throughout the year (indicating economic impact & ag worker housing needs)
 - 3. Conservation Plan Update
 - 4. Training conducted, attended or planned
 - 5. Current Production Status: Gross pounds harvested & waste (potential value-add production); types of crops
 - 6. Federal or State Grants Awarded
 - 7. Sales volume and types of products sold to HDOE
 - 8. Recommendations to the ADC BOD for consideration
 - iii. Establish Common Area Maintenance Trust Accounts by Region to allow planning and saving for capital improvements, improving security, possibly renting toilets or trash removal services as a group
 - b. Need for Additional Information/Recommendation by Staff:
 - i. License vs. Lease: Pros & Cons and Recommendation to BOD

- ii. Quarterly Report from Property Managers to the BOD moving forward including maps/acres licensed vs. available; executive summary of Expressions of Interest for their assigned area (County); define “unfarmable lands” and outline what/where exist; identify region’s senator and representatives
- iii. Execution of mapping report on funding & for Strategic Plan:
 - 1. Current Land Assets:
 - a. Short-Term: TMK identification, parcel size/area; address if available, flood & county zoning (ag, urban, etc.); soil type, A/B/C/D; if there is a Current Conservation Easement in place; microclimate; any CTAHR reporting of suggested crops; In Special District Designation i.e. Enterprise Zone; appraised value, if any environmental testing has been done and executive summary
 - b. Long-Term: asset in relationship to ports, HDOE Facilities or planned Regional Kitchen; irrigation & potable water sources; electricity, sewage, telecommunication lines; fire hydrants & fire code- in designated high fire zone, drainage issues, any county plans for the area, if this is ceded lands, drone mapping by ADC to verify size of property

DRAFT

DA: November 15, 2024

TO: ADC BOD

FR: Distribution Services Permitted Interaction Group (PIG)

RE: Final Report

Scope of PIG:

It was suggested that each group brainstorm the following: Beneficiaries, Customers, who do we need to “move” to make this business model work, Problems, Unique Value Proposition (UVP), Competitive Edge: How is our approach different from others, Key Activities/Solutions, Channels, Impact Metrics, Key Resources, Partners & Key Stakeholders, Cost Structure, Surplus, & Financial Sustainability.

Recommendations:

Recommendations for Immediate Adoption:

Strategically:

1. **Recognize the strategic significance and urgency of Distribution of Water & Power as part of the ADC Statute to exist “for the economic, environmental and social benefit of the people of Hawaii”**
 - a. Policy Changes:
 - i. Resolve to acquire the Haleiwa-Wailua-Wahiawa Irrigation System, Spillway and Dam assets expeditiously to preserve 17,000 acres of food production in central Oahu which will lose water access for 6 months/year users are wholly dependent upon the system for water.
 - ii. Pursue debt relief of \$4.5M for paying off the Waiahole Irrigation System Revenue Bond. Currently 40% of the revenues are used for principal and interest payments, and users have already paid \$9.5M on the original \$8.5M bond- eventually paying \$14.5M through maturity. These costs are passed on to local consumers of food.
 - iii. Advocate for Capital Improvements for ADC’s Distribution Services in this next legislative session- see attached list.
 - iv. Create a Distribution Services Management Policy & Procedure Manual (DSMPPM)
 - v. Note that Fire Mitigation efforts on Oahu and Kauai used & needed ADC Distribution Services access for fighting fires. Maintenance of these assets should be recognized as both economic, environmental and social benefiting the people of Hawaii.
 - vi. Actively pursue new users, more efficient monitoring and use of existing Distribution Services customers.
 - vii. Recognize that Climate Changes are bringing both flooding and drought. Flooding necessitates the need for ADC to capture these surges through maintenance of and additional water storage facilities. Drought conditions create a need for additional efficiency and sources of water.

- viii. Establish Trust Accounts for the Common Area Maintenance of these systems.
- ix. Proactive action through the addition of a System Engineer and Environmental Compliance staff position is critical and should be sought in this next legislative session.
- x. Potential for adding a Constitutional Right to Land & Water to Farm.
- xi. Recognize the need for more comprehensive regional water strategies- for drinking, farming, other uses
- xii. ADC currently complies with ongoing Environmental Monitoring through (lawsuits).
- xiii. Department of Hawaiian Home Lands is a potential strategic partner for jointly pursuing or maintaining Distribution Services for food production.
- xiv. Department of Land and Natural Resources is a potential strategic partner for grants to maintain dams and reservoirs.
- b. Need for Additional Information/Recommendation by Staff:
 - i. Draft a DSMPPM for ADC BOD review, feedback & strategic implementation. Include but not limited to: Operation, Maintenance and Management of each asset; identify cross-training and development of associated ADC staff; Process for Evaluation of Potential Assets for Acquisition and Energy Generation; Process for Evaluation of Potential Acquisitions; Best Management Practices during the Acquisition or Transfer; Policy regarding collection for services rendered (other suggestions?)
 - ii. Draft recommendations from ADC Staff of potential distribution services acquisitions for food (and energy?) production, including any assets that are potential for decommissioning across the state & would impact food production.
 - iii. Review Hawaii Fire Mitigation Plan and recommend policies to better steward ADC Lands

2. Actively protect the need for water in food production.

- a. Policy Changes:
 - i. Proactively plan for better Management and Maintenance of the current systems.
 - ii. Design a comprehensive plan for each Distribution Services Asset- requiring ADC BOD to advocate for a Systems Engineer Position or Funding to Develop this plan.
 - iii. Work with a variety of stakeholders to look for Reuse Water Opportunities: existing with the WWTP of Wahiawa, Schoefield and Lihue.
 - iv. Sugar and Pineapple had irrigation systems in place with fields and distribution lines that are still being used. Identify and support the digitization of the Sugar and Pineapple systems for access on the ADC Website.
 - v. Request in land applications projected water usage by month for strategic planning.

- vi. Request in the annual report from licensees' additional needs for water and power distribution.
- vii. Recognize the Talent Shortage in Distribution Services and strategically plan to address starting with a Salary Survey. Talent stability means consistent Distribution, and consistent Distribution Services increase food production.
- b. Need for Additional Information/Recommendation by Staff:
 - i. Draft a comprehensive Capital Improvement Plan for the Distribution Services of ADC.
 - ii. Provide a report of the gap in food production due to insufficient water in ADC Lands or Distribution Service areas.
 - iii. Conduct a Salary Survey for Distribution Services staffing.
- 3. **Proactively show "dynamic and aggressive leadership" in agribusiness around Distribution Services**
 - a. Policy Changes:
 - i. Advocate for Economic Impact Studies for the Haleiwa-Wailua-Wahiawa System (last done in 2007); Waiahole System (last done in 2006); East Kauai Irrigation System; and Kekaha Systems
 - ii. Establish Common Area Maintenance Trust Accounts by Region to allow planning and saving for capital improvements, and execution of routine maintenance
 - iii. Demonstrate the need for data in monitoring use and efficiency using technology.
 - b. Need for Additional Information/Recommendation by Staff:
 - i. Execution of mapping report using Strategic Plan funding for:
 - 1. Current Distribution Services Assets:
 - a. Short-Term: size/area served; type of water being distributed through the asset, address if available, flood & county zoning (ag, urban, etc.); soil type, A/B/C/D served; appraised value, if any environmental testing has been done and executive summary, executive summary highlights from last economic impact study; past 5 years CIP
 - b. Long-Term: projected 5-year CIP Schedule; potential fire mitigation use-- fire hydrants, fire code, designated high fire zone, drainage issues, any county plans for the area, pictures of the asset and staff working on it
 - ii. Identify Distribution Services monitoring technology for inclusion in future grant and CIP requests.

January 29, 2025

FINAL REPORT OF THE VALUE-ADD PERMITTED INTERACTION GROUP

TO: Lyle Tabata, Chair and the Board of Directors of the Agribusiness Development Corporation

FROM: Jayson Watts, Chair and Members of the Value-Add Permitted Interaction Group

RE: Final Report of the Value-Add Permitted Interaction Group

Executive Summary

The Agribusiness Development Corporation (ADC) has a statutory mandate under Hawaii Revised Statutes (HRS) Chapter 163D to create value-added opportunities in the agricultural sector for the economic, environmental, and social benefit of Hawaii's people. This includes fostering agricultural innovation, increasing local food production, addressing systemic food system challenges, providing support services for farmers, and developing infrastructure that supports long-term sustainability.

To fulfill this mission, ADC plays a critical role in land acquisition, infrastructure development, farmer support services, and the establishment of shared facilities essential for agricultural growth. By securing and managing land for affordable agricultural use, ADC ensures that farmers have the necessary resources to cultivate and expand their operations. Additionally, ADC's investment in infrastructure—such as cold storage, preprocessing facilities, and logistics hubs—helps resolve supply chain inefficiencies. Shared facilities further enable small and mid-sized farmers to access advanced technologies and services, fostering collaboration and innovation. These efforts empower farmers to process, package, and market their products more effectively, enhancing profitability and strengthening Hawaii's agricultural sector.

Strengthening Existing Commitments, The Importance of Data, Statistics, and Business Training in Agriculture

Data, statistics, and business training are essential tools for modern agriculture, enabling farmers to make informed decisions, optimize resources, and achieve long-term sustainability. Access to these resources can enhance productivity, resilience, and financial stability for those farming on ADC lands. By leveraging insights on past yields, market trends, and environmental factors, farmers can make strategic choices about crop selection, resource allocation, and risk management—ensuring their operations remain profitable and adaptable.

In addition to improving financial and operational planning, these tools support environmental stewardship and efficiency. Precision agriculture technologies, combined with data insights, allow farmers to minimize costs while reducing their environmental impact through optimized use of water, fertilizers, and other inputs. Business training further equips farmers with essential

skills such as budgeting, expense tracking, and securing funding, strengthening their ability to scale operations and navigate market fluctuations.

As ADC pursues value-added opportunities to elevate agricultural production, fostering an environment where farmers can succeed is paramount. By expanding access to data-driven decision-making, business development resources, and cutting-edge technologies, ADC can empower its farmers to improve efficiency, enhance product value, and contribute to a stronger local food system. When farmers have the tools to grow their businesses and maximize the value of their products, ADC advances its broader mission of strengthening Hawaii's agricultural industry and promoting long-term sustainability.

ADC has demonstrated its commitment to value-added agriculture through initiatives such as the Central Oahu Agriculture and Food Hub and the Wahiawa Value-Added Product Development Center. These projects address supply chain challenges and support small and mid-size farmers by providing preprocessing technologies, food safety training, and essential logistics services. Expanding these efforts is critical. The nearly 4,000 acres of agricultural land managed by ADC in Central Oahu should be prioritized for farmers committed to supplying the HIDOE with fresh, locally grown produce for student meals. HIDOE also needs to increase its efforts and the support services it provides to ADC farmers who want to supply Hawaii schools.

To further strengthen these initiatives, ADC should:

1. **Establish a Statewide Food and Product Innovation Network (FPIN)** – Connect businesses to manufacturing equipment, expert guidance, and certifications for both local and export markets to facilitate value-added production and economic diversification.
2. **Expand Training and Business Development Resources** – Offer courses in entrepreneurship, marketing, and business management to help farmers and agribusinesses capitalize on market opportunities and innovate product offerings.
3. **Enhance Preprocessing Services** – Provide essential post-harvest treatments such as cleaning, grading, and processing to meet specialized equipment requirements, reduce losses, and improve product quality. ADC should also prepare farmers to meet FPIN facility needs, including advanced technologies like high-pressure processing.
4. **Increase Cold Storage Capacity** – Develop statewide cold storage solutions to prevent spoilage, allow better market timing, and aggregate produce from multiple farmers to meet institutional volume requirements.
5. **Provide Distribution Services** - For individual farmers, distributing products can be cost-prohibitive due to high transportation and logistics costs. Many small and mid-size farmers cannot afford their own hauling vehicles and equipment. Providing distribution services will allow local farmers with limited resources to supply FPIN facilities.
6. **Integrate Packaging Services** – Equip ADC hubs with specialized packaging technology to improve shelf life, transportation efficiency, and marketability for processed and semi-processed goods.

7. **Strengthen Collaboration with Partner Organizations** – Align preprocessing, packaging, and distribution services with the needs of Hawaii’s regional economies and county-specific agricultural priorities.
8. **Expand Food Safety Training** – Offer accessible, affordable training programs for small and mid-size farmers, focusing on USDA standards such as Harmonized GAP Plus+ and GroupGAP certifications. Multilingual resources should be developed to support Hawaii’s diverse agricultural workforce.
9. **Engage HIDOE to Strengthen Local Procurement** – Advocate for policies that incentivize HIDOE to work with ADC farmers to grow produce specifically for Hawaii schools, ensuring a steady supply of fresh, local food for students.
10. **Develop a Regional Aggregate Facility System** – Establish a network of aggregate facilities to support small and mid-size farmers by centralizing collection, preprocessing, storage, and distribution services. These facilities will enable farmers to efficiently supply both value-added markets and institutional buyers, including HIDOE’s regional kitchens.

Integrating these systems into ADC’s infrastructure and the FPIN will enhance market access, improve farmer profitability, and strengthen Hawaii’s local food security. By building on these successes and incorporating additional resources, ADC can further support local farmers while expanding the state’s food production and processing capacity. These initiatives will boost the economic viability of local agriculture while advancing long-term food security and sustainability across Hawai‘i.

Aligning Goals with Food Security and Economic Diversification

ADC’s initiatives play a vital role in reducing Hawaii’s dependence on imported foods and strengthening local food systems. By scaling food production and fostering value-added opportunities, ADC advances Hawaii’s food security goals and economic diversification. Key actions include:

1. **Developing Regional Innovation Hubs** within the FPIN to integrate resources for product development, manufacturing, and marketing, helping farmers transition from small-scale trials to full-scale commercialization.
2. **Providing Low-Risk Commercial Production Opportunities** through shared-use facilities equipped with advanced technologies that meet industry standards for both local and export markets.
3. **Expanding Workforce Development Programs** to train agricultural workers in value-added production processes, ensuring they are equipped for an evolving market.
4. **Enhancing Export Potential** by offering compliance programs and certifications that enable farmers to meet offshore market requirements.

5. **Supporting Small and Mid-Size Farmers** with affordable food safety training, helping them meet regulatory requirements and gain access to institutional markets such as schools and retail chains.
6. **Improving Distribution Services** to connect farmers with larger markets, address transportation challenges, and aggregate produce for high-volume demands. This includes logistical support to facilitate delivery to FPIN facilities and institutional buyers.
7. **Leveraging FPIN Resources** to provide businesses with specialized equipment, process optimization guidance, and entrepreneurial support, fostering innovation and growth.

By expanding access to these resources, ADC strengthens local agriculture, drives economic growth, and ensures a sustainable, secure food supply for Hawaii's residents.

Recommendations

1) Immediate Action Items

- a) **Whitmore Lease and Hawaii State Department of Education (HIDOE) MOA** – Finalize the lease and agreement with HIDOE to enhance centralized processing and meal delivery, streamlining logistics, and ensuring consistent supply chains for institutional food programs. Design incentives for HIDOE to work with ADC farmers and increase local food content in school meals.
- b) **Expansion of Critical Support Services** – Enhance ADC farmers' access to distribution, preprocessing, cold storage, packaging, and food safety training. These services will strengthen the agricultural value chain, improving farmer profitability and marketability.
- c) **Small Animal Slaughterhouse Feasibility** – Conduct feasibility studies for small animal slaughterhouses on Maui, Hawai'i Island, Kauai, and Oahu. Assess market demand, infrastructure, environmental impact, and long-term sustainability. If viable, secure funding and establish facilities to reduce import dependence and support local livestock producers.
- d) **Land Acquisition for Expansion** – Initiate land acquisition processes on Maui, Molokai, and Hawaii Island to expand ADC's reach, increasing farming capacity and ensuring access to affordable agricultural land for small and mid-sized farmers.

2) Mid-Term Goals

- a) **Statewide Mapping of Agricultural Assets** – Conduct a comprehensive assessment of existing and potential value-added infrastructure, including FPIN facilities, slaughterhouses, cold storage, and distribution centers. Use data to identify investment gaps and optimize resource allocation.
- b) **Legislative Advocacy for Neighbor Island Projects** – Engage lawmakers and stakeholders to secure funding for capital improvement projects focused on land and infrastructure expansion, fostering public-private collaboration to address island-specific agricultural needs.

3) Expansion to Neighbor Islands

- a) **Land Portfolio Expansion** – Extend ADC’s agricultural land holdings to Maui, Molokai, and Hawaii Island, prioritizing affordability and accessibility for small and mid-size farmers.
- b) **County-Specific Processing Hubs** – Establish value-added processing hubs on Maui, Molokai, and Hawaii Island, modeled after successful initiatives like the Central Oahu Agriculture and Food Hub but tailored to each island’s unique agricultural strengths.

4) Long-Term Vision

- a) **Island-Specific Value-Added Production Hubs** – Develop integrated processing, distribution, and food safety training centers on all major islands, enabling farmers to leverage advanced technologies and expand market opportunities.
- b) **Investment in Innovation and Market Trends** – Regularly assess emerging agricultural technologies and industry trends to ensure Hawaii’s competitiveness in value-added agriculture, focusing on efficiency, sustainability, and farmer profitability.
- c) **Diversification of Protein Production** – Support aquaculture and small animal farming through investments in feed mills, processing facilities, and workforce training to strengthen food security and reduce import dependency.

5) Community and Legislative Engagement

- a) **Local Stakeholder Engagement** – Encourage board members with constituency seats to take an active role in island-specific collaborations with cooperatives, community organizations, and farmers. By serving as liaisons, they help ensure that ADC initiatives align with the unique agricultural needs of their respective islands.
- b) **Legislative Advocacy Strategy** – Actively involve board members with constituency seats to participate in legislative advocacy for their respective islands, focusing on securing funding for agricultural and infrastructure projects that address island-specific challenges.
- c) **Accountability and Reporting** – Require board members leading engagement efforts to provide regular updates to the full board, detailing community feedback, project progress, and challenges. This structured reporting ensures transparency and informed decision-making.
- d) **Strengthening Partnerships** – Encourage board members to build relationships with state and county agencies, private stakeholders, and agricultural cooperatives to align priorities, secure additional resources, and leverage funding opportunities for their respective islands.
- e) **University of Hawaii Collaboration** – ADC should actively engage with the University of Hawaii System to support food innovation centers within community colleges and collaborate on joint projects. This engagement will ensure financial sustainability, proper resource utilization, and alignment with agricultural and workforce development needs across the state.

f) Economic Impact Analysis with the University of Hawaii Economic Research Office (UHERO) – ADC should collaborate with UHERO to conduct economic impact analyses, leveraging UHERO’s expertise to gather data and insights specific to each island’s agricultural sector and the overall state economy. This partnership will help ADC make informed, data-driven decisions that maximize economic benefits statewide.

Conclusion

The ADC plays a critical role in strengthening Hawaii’s agricultural sector through strategic land management, infrastructure investments, and value-added opportunities. Its statutory mandate to foster agricultural innovation and economic resilience remains central to ensuring local food security and long-term sustainability.

ADC's initiatives—such as the statewide FPIN, expanded preprocessing and cold storage capabilities, and enhanced food safety training—are designed to address supply chain inefficiencies and support the scalability of small and mid-sized farmers. By integrating data-driven decision-making, workforce development, and business training, ADC is equipping farmers with the tools needed to compete in an evolving market while advancing the state's self-sufficiency goals.

The corporation’s commitment to regional expansion—including land acquisition, county-specific processing hubs, and feasibility studies for small animal slaughterhouses—ensures that agricultural growth is inclusive and tailored to each island's unique needs. Institutional procurement partnerships, particularly with the HIDOE, provide a direct pathway to increasing the supply of fresh, locally grown food for schools, bolstering both food security and economic diversification.

Moving forward, ADC must remain proactive in legislative advocacy, community engagement, and public-private collaboration to secure the necessary resources and funding for these initiatives. Strengthening partnerships with state and county agencies, industry stakeholders, and the University of Hawaii System, especially the Community Colleges, will be crucial to expanding innovation in value-added agriculture.

By implementing these strategic recommendations, ADC will enhance local food production, improve farmer profitability, and ensure that Hawaii’s agricultural sector remains resilient in the face of evolving economic and environmental challenges. The execution of these priorities will not only strengthen Hawaii’s food systems but also lay the foundation for a sustainable, diversified, and prosperous agricultural future for the state.

Appendix G

2024 Hawaiʻi Agriculture Conference Notes

DRAFT

2024 Hawaii Agriculture Conference (transcription from post it notes)

FOOD RESILIENCY & SECURITY

1. Policy capping the maximum of imported produce
2. Funding for farmers; security measures & long term shelf life; USDA-FSA
3. Working on rotation of crops for food, fuel, and feed
4. Need cost-effective transportation including inter-island
5. Need assistance; expansion of production to fulfill demand (ramp up in the field)
6. Agriculture theft enforcement
7. Farm + UH partnerships; Research on production data of different types of varieties across various climates around the state; what's best type of avocado, mango, citrus, and make info public
8. Fund native Hawaiian practitioners land management work
9. Education; leveraging knowledge for future farmers/farm system leaders; creating job pathways
10. No tax on food
11. 10 year ag strategic plan needed e.g. farm to plate Vermont; [REDACTED]
[REDACTED]
12. [REDACTED]; I am testing different feed crops in conjunction with vegetable crops as cover cropping like alfalfa with an eye towards producing larger scale to help my fellow ranchers on Big Island, also care for chickens
13. Increase DA BUX funding

FOOD

1. Ag Producer? We need Land (Long-term), Capital – Non-loan Equity? Board?
1. What are WE Doing? (GO FARM HAWAII) Training farmers up with technical training + Business Training. How can ADC Help us or “Bonafide” farmers have access to Land w/ Infrastructure?
2. [REDACTED], I'm working on creating a Sustainable Relationship between CCH and Hawaii Food Banks.

3. Commitment to purchasing % local food for govt institutions
4. Farmer resiliency = Food resiliency, Make Tourism (Visitor Green Fee), Subsidize healthcare for Hawaii's farmers!!!
5. "Food resiliency" can include export crops that "feed" the community through incoming \$ and higher incomes to growers + workers
6. [REDACTED], Comprehensive Economic Development Strategy (CEDS) Oahu + Statewide, Agriculture + Food Systems Action Plan
7. [REDACTED], Aquaculture-aquaponics, DOA tenant
8. Agricultural Innovation Park + Food Systems, Campus "Ho'olaho", Includes Food Innovation Center, Food Bank Facility and Community Food Center plus -on, Hawaii Island.
9. Health Integration of Ag tech – as an adaptation to climate change – i.e. aquaponics
10. Working on R+D, Technical support, Testing, Crop Nutrient Density, Soil Testing
11. Help Small Farms w/ training and irrigation, 1pm ECT
12. Develop Equipment Cups to help Small Farms, Access Equipment
13. [REDACTED] Working on growing more Hawaiian Starches/staple. Need more trees and more heads on the 'aina.
14. [REDACTED] Food sovereignty through the planting indigenous trees & having indigenous food access. Food access & affordability through various programs, SNAP, double bucks, food as medicine programs. Food access through senior/children food distribution
15. [REDACTED], Kalo to Kula Program: Focus is to get Kalo Products into school lunches and exposing our youth to eating more Kalo.
16. Lower Costs of food production so foods are more accessible.
17. What are you/we considering to be commodity crops – we need to look at this + amend and add traditional/culturally relevant crops!
18. How can beginner farmers or non-traditional farmers get access?
19. [REDACTED], My #1 Concern, Resiliency of Centralized DOE kitchen. I'm worried about what happens if a school is cut off due to an emergency...then how do they get food? What

happens to cafeteria workers? We are ignoring their potential to enter the food industry/system?

20. [REDACTED] #1 working on: 2024 Hawaii Food System Summit, Policy: Universal Free, School Meal, SNAP Cliff, Addressed: Capacities how to build capacities so farmers can focus on growing.
21. Need productive, Protecting ag land from energy projects
22. Food and nutrition access and affordability, Stimulus programs for residences to purchase local foods, Maui County Lanai Locally Grown Food Stimulus
23. [REDACTED], Expanding Hawaii based lettuce production to reduce, CA Imports, CA Imports
24. [REDACTED] Increasing Cacao & chocolate production on Oahu to elevate Grown & Made in Hawaii,
25. [REDACTED] Expand ORDC's focus, Beyond conservation toward regenerative ag priorities as well
26. [REDACTED] Policy recommendation – funding farm to foodbank
Statewide institutional purchasing
27. #2 concern w/ Centralized kitchen, [REDACTED],
Food borne illnesses – is there a plan if something happens @ Central Kitchen
28. The Food Basket, Hilo, HI, [REDACTED] Project
Ho'olako, Agriculture Innovation Park + Food Systems Campus Production,
Processing, Distribution (1 site) Goal: Island Sustainability
29. Ways to incentivize local food procurement

NEW MARKETS

1. [REDACTED],
 1. Scaling medium-sized farm to become a food hub
 2. Support for food hub -> Institutional buying - Policy Need
 3. Address + lower barriers to large purchasing - Institutional
2. [REDACTED], Value added products from vertically farmed products, Oahu
3. Customer/consumer education on different taste/characteristics and seasonality of various varieties or cultivars, similar to types of apples @ grocery store

4. [REDACTED], Export sales of coffee macs
floriculture, Through FAS USDA funding, Building Markets
5. Aquaculture Innovation Center
6. Multi-function commercial kitchens, processing facilities, food hubs etc., To meet
procurement needs (farm-to-school, etc.), As well as community product
development + education
7. Subsidies and/or supported, Transport and markets for produce
8. Needs to be addressed, Creating infrastructure for value add creations, Making
Access Open to Community
9. Maui Ag Producer, Need regional processing + storage
10. [REDACTED] Direct to consumer, Market w/ a regional Hub impact
11. Working on: Providing food safety training for farmers + underserved farmers,
*need translators to connect non-English speakers to larger markets
12. [REDACTED] Continued Support for Aggregation and Quality Control
13. Maybe not on ADC, but the support from others like going through quarantine +
shipping (HDOA)
14. Increased access to food safety coaching/training, Build capacity of orgs like
NSEVP - Oahu
15. Oahu, Cost to ship goods, Interisland is going up 35%, Need to subsidize Ag
Related Good Cost for Shipping
16. [REDACTED]
 1. Oahu – All islands
 2. Community engagement across islands
 3. Freight Costs for Farming Amendments
 4. Costs of Freight Shipping between Interisland
17. Working On: Oil Seed Crops for Food, Fuel + Feed
 1. Policy: Need money to restore ag land to productive fields + irrigation
infrastructure and Systems approach to field to product
18. New Market – Local + Export
 1. Working on the business acumen + capability of ag producers + value
added product to succeed. (People, profit, planet))
 2. We provide training, business advising + because for small businesses in
Hawaii

19. [REDACTED], HISBDC, New Market – Policy + Needs, Policy recommendation continue collaboration + organization of resources to reduce duplication of effort + funding needs
20. Innovation Facilities on every island
21. The Food Basket – Big Island – [REDACTED]
 1. What are we working on?
Food System Campus that will support our food bank distribution
 2. Policy Recommendations
Invest in food Hubs (Farm Link, Maui Hub)
 3. Needs to be addressed
Ag Expo for institutional buyers to meet food hubs, producers/Food hubs to meet producers
22. Diversify uses for limu – Big Island, Clarify import rules for other states for new ag products – Big Island
23. Need to address the Jones Act at the U.S. Capitol if Hawaii farmers want to export to foreign markets?
24. [REDACTED] Develop a brand for export to Japan based off the Wagyu brand called “Hagyu”. Lifting up the local grass fed Hawaiian beef and elevating it by refining and beef marketing the geography, feed, processing and cuts. Work with ranchers and processors in a co-op style environment.
25. Organize locally grown, Veggie + fruit festivals for tastings + competition of crop quality, “blue ribbon” (local crop)
26. Kauai needs access to export facilities like the other islands
27. Value Added Financing for farmers + processors, USDA-FSA
28. [REDACTED],
We are expanding our Farmers Market Locations & expanding our programs to the markets.
Allowing affordable access to local foods/produce as well as supporting our producers through SNAP, prescription produce program, food solo programs. We are also distributing food at all Waianae Coast Schools & to our Elderlies through our Food Pantry Sites.
29. Recommendations/needs?
Funding for distribution programs to purchase more local resources (meals. Produce) to pantry sites, schools.

30. Oahu, Highlight quality, Difference between local grown produce with imports, Testimonials from chefs
31. New market , Local / Export information in other common languages, (mandarin, Thai, Lao, etc.), Make into accessible to all
32. "Hawaii grown" marketing/resources

INFRASTRUCTURE

1. [REDACTED], Agricultural Leadership Program Cohort XVIII, Interested in slaughterhouses
2. Policy: [REDACTED], Reduced freight/shipping chargers for Ag for inter-island shipping
3. FIX OLD PLANTATION IRRIGATION SYSTEMS (KAUAI)
4. Needs to be addressed, Waste water facility maintenance
5. [REDACTED], Planning + Policy, Oahu Comprehensive Economic Development Strategy (CEDS), Agriculture + Food Systems Action Plan, 2023-2027
6. [REDACTED], Facilities – New Markets Tax Credits, Oahu Economic Development Board + Punahawai O Puuhonua CDE, Community facilities for low income communities funding through CAFI fund (federal)
7. Alternative farming Methods – Hydroponics and Newer ag technology for communities that lack water
8. [REDACTED], Developing energy generation facility hydroelectric on river subject to high season water flow. Energy use to be shared with community ag and for ag operations including terraced "loi" style kalo and shrimp. Looking for best practice to replicate. Hawai'i island.
9. KAA is problematic – KAUA'I
10. [REDACTED]
11. Water management – might lose water access at Kilohana Plantation (This is where my farm is located). Grove Farm selling off land around us with no plans for future water management of irrigated water that passes through the land for sale.

12. Working on Value add, Making a facility for development, Technical assistance would help
13. [REDACTED], Trying to obtain long-term lease – Oahu, Update statues + rules to be more supportive of small to mid-sized farms. Currently HRS/rules seem out of date + plantation-based
14. Need to bring more land back into production, large tracts, with irrigation, Need mechanized irrigation to reduce labor + cost, One-time expenses, buy high
15. How about vertical farming? Can vertical farming play an important role in Hawaii?
16. How do small-scale farmers acquire land with reliable water sources and facilities?
17. [REDACTED] Waste recycling w/ anaerobic digestion produce biogas for energy + digestate for fertilizer
18. Public-Private Partnership, And Incentives -> tax abatements for food supply chain resilience improvements
19. [REDACTED], Expanding ORDC's focus to incorporate Regenerative Ag principles & practices
20. [REDACTED], Processing Center, Parking, dehydrating
21. Secure Reservoirs & water systems to meet dam safety standards. Water is key to farmers viability
22. [REDACTED] Need to build small processing facility and distribute county water throughout our farm.
23. [REDACTED], Small animal mobile Slaughterhouse (Lamb)
24. [REDACTED], Food Safety Certified Aggregation Facility – All Islands
25. Consider Equipment Coup Hubs to enable small farmers to Access tractors & equipment
26. Simplifying requirements + Farmers to access ADC Lands
27. [REDACTED], Road, Trail, Irrigation & infrastructure
28. Water testing & helping farmers with it, but is very expensive

29. Provide legal support to counter frivolous lawsuits from Earthjustice that hobble Agriculture
30. [REDACTED] Feed Mill for aquaculture + small livestock
31. [REDACTED], Small animal livestock processing facility
32. Access to clean water or funding for water testing
33. Very simple one but farmers need restrooms & hand washing on all ag. land
34. Aquaculture Innovation Center
35. [REDACTED], Food Hub Infrastructure
Cold Storage + Kitchen Facility
36. FSA Funding for Land Water + Facilities for Farmers Working also with DHHL
37. Maybe not on ADC, but the support from others like going through quarantine + shipping (HDOA)
38. [REDACTED]
[REDACTED] Need more fencing and infrastructure for livestock.
39. [REDACTED], All Islands, Oahu
PTMAPP – GISTod for Best Management Practices
Needs a place to be housed
40. Infrastructure for Small livestock & poultry processing
41. Grant Program for Resilience Infrastructure Improvements for food supply chain for businesses and farmers.
42. Exemptions for Resilience Improvement for food supply chain & from all permit and zoning requirements necessary for installation of improvements.
Self-certification.
43. Streamline DOH processes for wastewater, esp. approvals for innovative/alternative disposal like composting toilets etc. – to support housing + facilities in rural areas w/o sewer.

AG WORKER HOUSING

1. Mixed use development – housing preference for food systems workers from Hawaii
2. [REDACTED]; shell cabin structure for work trade types or off shore interns

3. Scaling medium-sized farms w/n/2 tenant farmers
4. Policy for affordable housing for ag workers
5. Establish parameters for ag worker housing on ag lands, [REDACTED]
[REDACTED]
6. Work with large landowners to incentivize the development of housing
7. Subsidized/expedited housing for working farms to support labor
8. Zoning, allow container homes on ag lands for farmers
9. Who is qualified for housing? How do you see this issue in the future? Will it be enough?
10. Ag worker housing subsidies
11. I dislike the idea of ag housing tied to your place of employment; a voucher would allow an employee more agency, otherwise it feels like plantation era thinking; [REDACTED]
12. Working with farmers on understanding CCH land use ordinances updates (includes housing for farm workers, Oahu-Alex
13. Aquaculture innovation center
14. How do you assume that ag housing will benefit ag workers who are born and raised in Hawaii? Or are ag workers being brought in from elsewhere?
15. Allow ag workers to live on ag land, Oahu
16. Aquaculture – aquaponics, Oahu [REDACTED]
17. [REDACTED], Concern: encouraging farmers housing on ag land while discouraging fake farms/gentlemen farms; regulations???
18. Ag housing in East Hawaii for agricultural innovation park and food system campuses on ag land
19. Ag producer Maui; need farm worker housing on leased land
20. Oahu; subsidize ag worker housing and pay
21. Expand allowable unpermitted structures; Oahu Hawaii
22. USDA funds for ag worker housing
23. Farmers being able to stay in ag workforce housing after they retire; [REDACTED]
[REDACTED] Oahu

24. Mandatory mixed use when building infrastructure that can include housing
25. Incentive to have ag housing; we need to have accessible plot sizes – min. 100+ acres is not accessible to the majority of Hawaii's small holder farmers; small farms + houses; Kauai
26. Allow housing on State ag lands; Big Island
27. Make tourist (visitor green fee) to subsidize ag worker housing
28. ADV's on current farms; Big Island KS land included
29. The cost of water + wage water
30. Elon Musk; Tesla's \$10,000 container housing? Can it help with housing issues?
31. Funding opportunities for farmers to build housing for their workers; FSA-USDA
32. Permitting prefabricated housing; expedited permitting; Oahu, Hawaii
33. Separating what worker housing means vs. expanding structures on leases; policy
34. Need immigration laborers.

WHAT DID WE MISS?

1. Labor and the integration of AG technology
2. Affordable and reliable interisland shipping services
3. Health care subsidized by tourism (Hawaii visitor green fees!)
4. Lanai & Molokai axis deer overpopulation and deer meat for consumption
5. Plastic waste created by value added products
6. Encouraging climate-smart ag practices
7. Building farmer housing capacity
8. Investment in successful farms [REDACTED] Food safety certification, Access to commercial and institutional markets, Oahu – statewide
9. Agrivoltaics' role in ag production & energy [REDACTED]
[REDACTED]
10. Other opportunities to connect – will there be other brainstorming sessions / opportunities? Who can we refer people to?

11. Are ADC's landholding legal to sell? Re: Hawaiian Land Trust & Hawaiian Kingdom
12. I was the GM of the 3rd largest agency in Waikiki for 6 years. Marketing is a key point that is missed with the "Made in Hawaii" brand. The NZ team said they market to the world. It should be part of HTA's Kuleana. Clear consistent messaging not branding and telling these not in compliance to stop using the branding if not compliant. [REDACTED]
[REDACTED]
13. Big Island, Identifying offshore areas for aquaculture development? NELHA on every island.
14. How do ADC communicate with farmers (besides this conference)? Does it go through other organizations as well? (such as Co-Hort or food hub or Farm Bureau)
15. Access to capital for Ag. (\$57M for tech, \$0 for Ag)
16. Increasing the amount of people – youth, adult, and young adult – interested in pursuing careers in the agricultural industry. [REDACTED]
[REDACTED]
17. We can work with the people we have. How do we increase that amount of people?
18. Is ADC transparent to their stakeholders and the public regarding their ties to the military & how their projects further drive Hawa militarization?
19. Address – Labor, Labor, Labor, Labor
20. Aquaculture Innovation Center
21. What does ADC need from us? Action items, Leave us with a call to action!
22. State should prioritize state / public partnerships
23. Wahiawa Value Added center prices – it is so cheap & its important that people know how easy it is and the amount of money that went into it.
24. All islands – Community engagement with food producers – farmers, ranchers
25. DLNR blocks innovation and restricts growing on their properties – Buy them out
26. How economic development protects the commons?
27. More recognition & support for controlled environment vertical farming. Oahu
[REDACTED]
28. Help with product branding and Graphic design [REDACTED] Oahu

29. Innovation to increase farm economics with respect to coming climate impact -
Hawaii Island [REDACTED]

DRAFT

NAMES AND CONTACT INFO PROVIDED ON POST-ITS

[REDACTED]

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

E-3

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS

January 15, 2026

Subject: Request for approval to terminate Revocable Permit No. RP-PU-23-01 issued to Robert Rita Jr. dba Robert's Equipment Service for land situated at District of Waialua, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 6-5-001:056 (portion).

Permittee: Robert Rita Jr. dba Robert's Equipment Service

Authority: Section 163D-4(a)(5), Hawaii Revised Statutes

Area: 24 gross acres, more or less

Field No(s): PU-05 (Premises) (Exhibit "A")

Tax Map Key: (1) 6-5-001:056 (Property)

Land Status: Acquired in fee by the Agribusiness Development Corporation in 2020

Trust Land Status: Section 5(b) lands of the Hawaii Admission Act
Yes ☐ No ☒
DHHL 30% entitlement lands pursuant to the Hawaii State Constitution?
Yes ☒ No ☐

Zoning: SLUD: Agricultural
CZO: AG-1 (por.); AG-2 (por.)

Character of Use: Permittee harvests grass for animal feed

Land Doc. Type: Revocable Permit

Term: Month-to-month (annual renewal)

Current Rental Rate: \$14 per acre per year
Annual Rent: \$336.00

BACKGROUND:

Revocable Permit No. RP-PU-23-01 (Permit) was issued to Robert Rita Jr. dba Robert's Equipment Service (Permittee) effective March 22, 2023. When the Board of Directors (Board) approved the Permit, it was with the understanding that the use would be temporary as well as beneficial to ADC. At the time, Permittee's approved operational plan was to place horses on the property for progressive grazing that would control the growth of grass and weeds, as well as maintain and keep an adjacent drainage easement clear. Permittee currently uses a portion of the Premises to harvest existing grasses for animal feed for their own operations.

On June 25, 2025, the Board approved the retroactive renewal of the Permit for the periods of March 22, 2024 – March 21, 2025, and March 22, 2025 – March 21, 2026.

REQUEST:

Request for approval to terminate Revocable Permit No RP-PU-23-01 issued to Robert Rita Jr dba Robert's Equipment Service for land situated at District of Waialua, City and County of Honolulu, State of Hawai'i, Tax Map Key No (1) 6-5-001 056 (portion) January 15, 2026

Staff requests that the Board approve the termination of the Permit as described under the terms of the Permit, subject to the conditions noted in the recommendations. Thirty-days' notice shall be given to Permittee.

CHAPTER 343:

Under section 343-5(a), Hawaii Revised Statutes, an environmental assessment may be required for actions on State lands. In this case, the project does not trigger an environmental assessment because the action is de minimis, does not have the potential to individually or cumulatively adversely affect the environment, and does not rise to the level of requiring environmental review.

DISCUSSION:

As prior noted, the Board approved the Permit with the understanding that the use would be temporary as well as beneficial to ADC. To date, the Permittee has only harvested grass on a small and flat portion of the Premises.


On November 20, 2025, the Board approved a new permit to be issued to Kun Hu Farms over the subject area. At the time of the November 2025 meeting, ADC's staff were unaware of the existing Permit and are now requesting the cancellation of this permit so that a new license can be issued to Kun Hu Farms for PU-05 at ADC's current rate of \$1800/acre/year.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board:

1. Approve the Request, subject to the following conditions:
 - a. The Permittee receives 30 days' written notice to vacate the Premises pursuant to paragraph B(1) of the Permit, and
 - b. Permittee shall be required to remove any improvements prior to the termination of the permit pursuant to paragraph B(5) of the permit, and
 - c. All other terms and conditions of the Permit shall remain unchanged.
2. Declare that, pursuant to ADC's Comprehensive Exemption List dated October 23, 2025, the proposed disposition is a de minimis action that will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

Respectfully Submitted,



Alison Neustein
Acting Oahu Property Manager

Approved for Submittal:



Wendy L. Gady
Executive Director

Request for approval to terminate Revocable Permit No. RP-PU-23-01 issued to Robert Rita Jr. dba Robert's Equipment Service for land situated at District of Waialua, City and County of Honolulu, State of Hawai'i, Tax Map Key No. (1) 6-5-001:056 (portion). January 15, 2026

EXHIBIT A



JOSH GREEN, M.D.
GOVERNOR

SYLVIA LUKE
LT. GOVERNOR



E-4

138

WENDY GADY
EXECUTIVE DIRECTOR

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
HUI HO'OU LU AINA MAHIAI

JANUARY 15, 2026

Subject: Request for approval to execute and enter a memorandum of agreement between the Agribusiness Development Corporation and the Hawai'i Community Development Authority to provide project management for the development of the Central O'ahu Agricultural and Food Hub, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Various Tax Map Keys.

Applicant: Agribusiness Development Corporation (ADC)

Authority: 163D-4(a)(5) and (15), Hawai'i Revised Statutes

BACKGROUND:

The Hawai'i Community Development Authority (HCDA) is a State agency within the Department of Business, Economic Development, and Tourism (DBEDT) that was established to supplement traditional community renewal methods by promoting and coordinating public and private sector community development.

The State Legislature created the HCDA as a way to plan for future development of underutilized urban areas of Hawai'i. Act 252 (SLH, 2025) allows HCDA to, among other things, cooperate with or assist public and private sector entities to engage in projects that improve the State, serve the public interest and are matters of statewide concern.

The Agribusiness Development Corporation (ADC), established in 1994, is one of DBEDT's attached agencies. ADC focuses on economic development through agricultural business development and provides direction for diversification of Hawai'i's agriculture industry, including supporting the production of local agricultural products for local consumption.

The vision of ADC is to develop land located in the Whitmore Village area, namely the "Whitmore North Parcels" and "Whitmore South Parcels". See, Exhibit "A", attached hereto (showing Whitmore South as the location of the Central O'ahu Agricultural and Food Hub (Food Hub), and Whitmore North showing the location of "Farm Fair Field Days" and Leeward Community College Agriculture Program).

- Whitmore South Parcels. The Food Hub will be located on the Whitmore South Parcels on approximately 34 acres of land owned or to be acquired by ADC. See, Exhibit "B", attached hereto. The Food Hub is envisioned as a campus that houses spaces for food processing, value-added processing, packaging, storage, cooking, and distribution; warehouse and office space for small food and agriculture related businesses and support organizations; and workforce housing, and the DOE's centralized kitchen. See, Exhibit "C", Layout of the Food Hub.

Request for approval to execute and enter a memorandum of agreement between the Agribusiness Development Corporation and the Hawaii Community Development Authority to provide project management for the development of the Central O'ahu Food and Agricultural Hub, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Various Tax Map Keys.

January 15, 2026

- Whitmore North Parcels. Areas within these parcels will be developed for farm fair and other agriculture-related events, and possibly for the Leeward Community College's agriculture program.

REQUEST:

Staff requests that the Board authorize the Executive Director to execute a Memorandum of Agreement (MOA) between ADC and HCDA for HCDA to provide project management services as described in the MOA and any amendments to the MOA for the development of the Food Hub on O'ahu. (Request).

OPERATIONAL PLAN:

HCDA will assist ADC in providing project management for the development of the Food Hub and coordinate with consultants and other state agencies subject to the availability of funding. HCDA's proposed scope of work includes the following:

- a. Coordinate with the University of Hawaii Community Design Center (UHCDC), ADC, and other consultants to finalize the conceptual plan and prepare a masterplan for development of the Food Hub.
- b. Coordinate with planning consultants and ADC to complete the tasks related to the planning and layout of the Food Hub.
- c. Utilize and incorporate the business plan and feasibility study (business plan) for the Food Hub, prepared by ADC and others.
- d. Review state land use designations and city zoning for the Food Hub parcel and determine if a state district boundary amendment and/or a city zoning change is required for successful development of the Project.
- e. As a priority task, prepare a subdivision application for the Food Hub land whereby two parcels will be created: (i) the Department of Education's centralized kitchen parcel, and (ii) the road and infrastructure parcel for DAGS' work.
- f. Coordinate and facilitate development of the Project, consistent with the development masterplan including but not limited to development of buildings consistent with design guidelines, other facilities, and infrastructure (collectively, "facilities").
- g. Provide regular progress reports to ADC, legislators, and stakeholders on the progress of the Project.
- h. Conduct community engagement to keep the Whitmore Village and surrounding communities informed about the Food Hub and, as needed to seek support for legislative initiatives related to the Project.
- i. Conduct any and all other necessary tasks to facilitate the development of the Project consistent with the final master plan.
- j. Specifically excluded from HCDA's scope of work is overseeing the construction of the road, a warehouse, and other infrastructure work being implemented by DAGS.

If the Board approves the staff's request, HCDA and ADC, informed by ADC's business plan and any other studies, will collaboratively work with the Department of Education, Leeward Community College, and other stakeholder, to further refine the respective responsibilities of HCDA and ADC, establish milestone task and schedules and, if needed, propose an amendment to this MOA for the Board's review, consideration, and action.

CONSERVATION PLAN:

N/A

Request for approval to execute and enter a memorandum of agreement between the Agribusiness Development Corporation and the Hawaii Community Development Authority to provide project management for the development of the Central O'ahu Food and Agricultural Hub, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Various Tax Map Keys.

January 15, 2026

CHAPTER 343:

N/A

DISCUSSION:

Consider Authorizing the Executive Director to enter into an agreement with HCDA to allow HCDA staff, Under Act 252 (Session Laws of Hawaii 2025), to: (i) assist ADC, a public body corporate and politic and an instrumentality and agency of the State, in the Development of the Food Hub, located in Whitmore Village, Wahiawā, Oahu [no postal address], and Further Identified by Oahu Tax Map Key Nos. 7-1-002:004 and 009 (collectively, referred to as the "Whitmore South Parcels") and Nearby Parcels of Land, also Located in Whitmore Village, Wahiawā, Oahu [no postal address] and Further Identified by Oahu Tax Map Key Nos. 7-1-002:37, 38, 39, 40, 41, and 44 (collectively referred to as the "Whitmore North Parcels") by Acting as ADC's Owner's Representative/Project Manager for the Development of the Whitmore South Parcels and Whitmore North Parcels; (ii) Enter into a Memorandum of Agreement with ADC that Memorializes the Respective Responsibilities and Duties of HCDA and ADC for the Development of the Whitmore South Parcels and Whitmore North Parcels, and (iii) take all other actions necessary to effectuate this request.

RECOMMENDATION:

Based on the foregoing, staff recommends that the Board approve the Request noted above.

Respectfully Submitted,

Ken Nakamoto

KEN NAKAMOTO
Project Manager

Approved for Submission:

Wendy Gady
Executive Director

EXHIBIT A

Request for approval to execute and enter a memorandum of agreement between the Agribusiness Development Corporation and the Hawaii Community Development Authority to provide project management for the development of the Central O'ahu Food and Agricultural Hub, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Various Tax Map Keys.

January 15, 2026

Project Parcels and Approximate Area

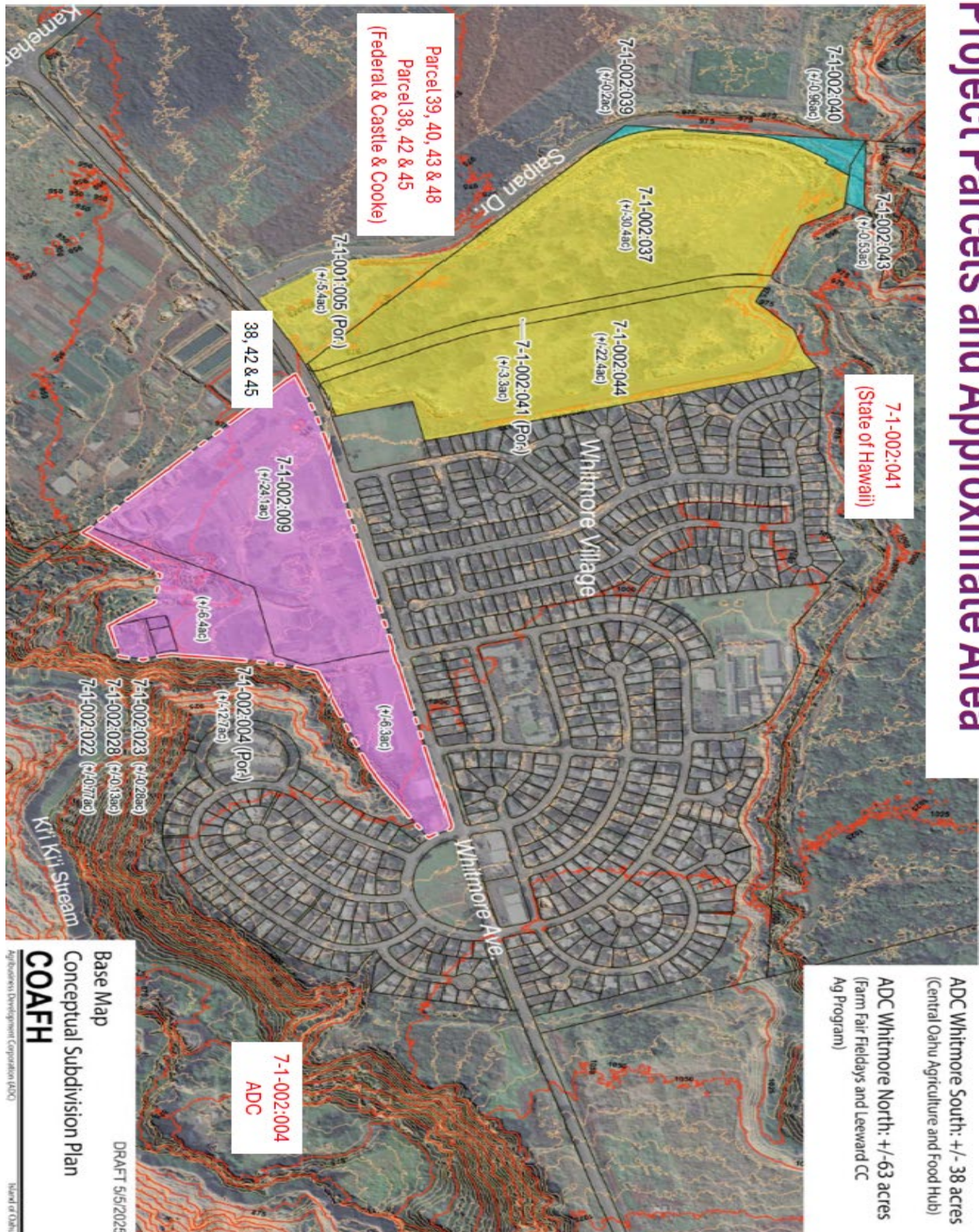
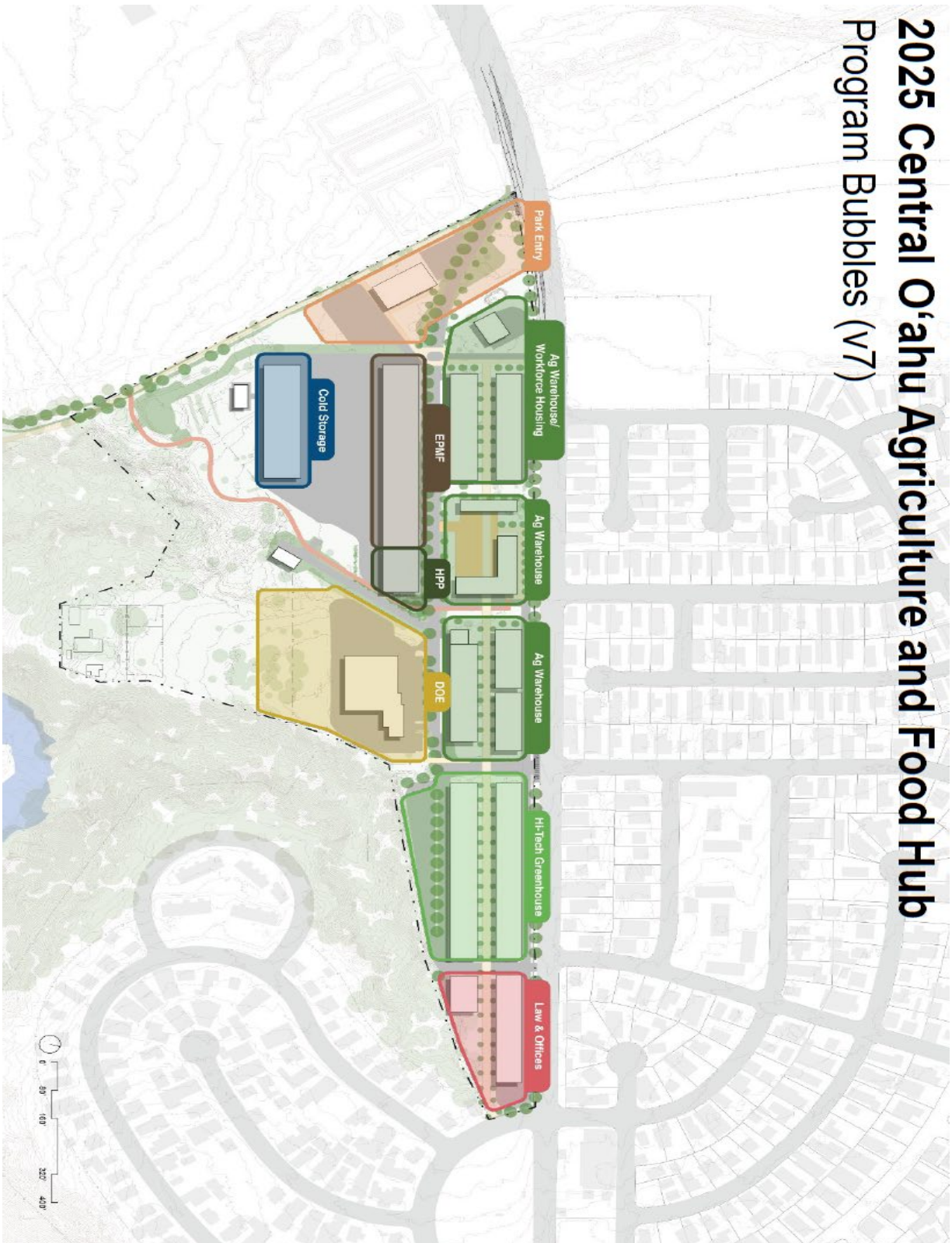


EXHIBIT B



Request for approval to execute and enter a memorandum of agreement between the Agribusiness Development Corporation and the Hawaii Community Development Authority to provide project management for the development of the Central O'ahu Food and Agricultural Hub, District of Wahiawā, City & County of Honolulu, State of Hawai'i, Various Tax Map Keys.

January 15, 2026



**MEMORANDUM OF AGREEMENT
FOR THE
OWNER’S REPRESENTATIVE/PROJECT MANAGER
FOR THE
CENTRAL OAHU AGRICULTURE AND FOOD HUB AND WHITMORE NORTH**

This Memorandum of Agreement (“Agreement”) is entered into on _____, 2025, but is effective as of _____ (the “Effective Date”) by and between the AGRIBUSINESS DEVELOPMENT CORPORATION, (“ADC”) a public body corporate and politic and an instrumentality and agency of the State, whose business address is 235 S. Beretania Street, Suite 205, Honolulu, Hawaii 96813, and the HAWAI‘I COMMUNITY DEVELOPMENT AUTHORITY (“HCDA”), a body corporate and a public instrumentality of the State of Hawaii, whose business address is 547 Queen Street, Honolulu, Hawaii 96813 (collectively, the “Parties”)

WITNESSETH THAT:

WHEREAS, ADC’s mission is to support the production of local agricultural products for local consumption in a manner that is economically and environmentally sustainable while continuing to develop commercial exports of locally produced agricultural products by coordinating and administering programs to assist agricultural industry to facilitate the transition of agricultural infrastructure from agricultural operations into other agricultural enterprises that promote through the use of former agricultural lands to enhance the economy;

WHEREAS, ADC is planning, designing, and constructing the Central O’ahu Agriculture and Food Hub on the island of Oahu;

WHEREAS, the HCDA was established to determine community development programs and cooperate with private enterprises and the various components of federal, State of Hawai‘i, and county governments in bringing plans to fruition;

WHEREAS, Hawai‘i Revised Statutes (“HRS”) Chapter 206E empowers the HCDA to utilize its experience and expertise to collaborate on and undertake the Project contemplated under this MOA (as defined below);

WHEREAS, ADC and the HCDA desire to enter into this Agreement for the HCDA to serve as the project manager for the Project (“Project Manager”);

NOW, THEREFORE, the Parties hereby agree as follows:

1. ROLES AND RESPONSIBILITIES OF THE PARTIES

HCDA Responsibilities:

The HCDA will act as Project Manager on behalf of ADC and coordinate with consultants, ADC, Department of Accounting and General Services (“DAGS”), community, and stakeholders to facilitate the orderly development of the Central Oahu Agriculture and Food Hub (Food Hub)

and “Whitmore North” site (collectively, the “Project”) HCDA’s scope of work is more fully described below:

- a. Coordinate with the University of Hawaii Community Design Center (UHCDC), ADC, and other consultants to finalize the conceptual plan and prepare a masterplan for development of the Food Hub (the “Master Plan”).
- b. Coordinate with PBR Hawaii and ADC to complete the tasks from the current contract ADC has with PBR.
- c. Utilize and incorporate the business plan and feasibility study (“Business Plan”) for the Food Hub, prepared by ADC and others, into the Master Plan.
- d. Review state land use designations and city zoning for the Food Hub parcel and determine if a state district boundary amendment and/or a city zoning change is required for successful development of the Project.
- e. As a priority task, prepare a subdivision application for the Food Hub land whereby two parcels will be created: (i) the Department of Education’s centralized kitchen parcel, and (ii) the road and infrastructure parcel for DAGS’ work.
- f. Coordinate and facilitate development of the Project, consistent with the Master Plan including but not limited to development of buildings consistent with design guidelines, other facilities, and infrastructure (collectively, “facilities”).
- g. Provide regular progress reports to ADC, legislators, and stakeholders on the progress of the Project.
- h. Conduct community engagement to keep the Whitmore Village and surrounding communities informed about the Food Hub and, as needed to seek support for legislative initiatives related to the Project.
- i. Conduct any and all other necessary tasks to facilitate the development of the Project consistent with the Master Plan.
- j. Specifically excluded from HCDA’s scope of work is overseeing the construction of the road, a warehouse, and other infrastructure work being implemented by DAGS.

ADC Responsibilities:

ADC, as the owner of the Food Hub parcel, shall work with HCDA, as requested by HCDA, to expeditiously resolve questions posed by or input sought by HCDA. ADC shall carry out any and all other tasks necessary to facilitate the development of the Project consistent with the final conceptual plan and ADC’s Business Plan and the Master Plan.

The implementation of HCDA’s scope of work is subject to appropriation of CIP funds by the legislature for the Project and such funds being made available to the HCDA. If funding is not appropriated in the 2026 legislative session, this MOA may be terminated by either party by providing thirty days prior written notice to the other party.

Joint HCDA and ADC Responsibilities

ADC and HCDA shall collaboratively: (i) further refine and clarify the respective responsibilities of ADC and HCDA, (ii) develop a schedule for the tasks under this MOA and the timeline for accomplishing each of the tasks, and (iii) develop tasks (i) and (ii) with input from the Department of Education, Leeward Community College, and any other stakeholders of the Food Hub and Whitmore North.

HCDA and ADC shall amend this MOA to memorialize the results of tasks (i), (ii), and (iii) above.

2. TERM

This MOA is effective as of the Effective Date and shall continue until terminated as provided herein.

BUDGET AND PAYMENT SCHEDULE

The HCDA shall be compensated by the ADC for facilitating and coordinating the development of the Project. The compensation from ADC to HCDA shall be either, a fixed amount or an hourly rate, to be agreed to by the Parties only if funding is appropriated in the 2026 legislative session. If funding is appropriated in the 2026 legislative session, the parties shall work in good faith to agree on a compensation and, failing agreement on compensation, this MOA may be terminated by HCDA by providing thirty days prior written notice to the other party.

3. INTERGOVERNMENTAL COMMUNICATIONS.

To provide for consistent and effective communications between ADC and HCDA, each party shall designate a principal responsible party to serve as the central point of contact and communications on matters relating to activities to be provided through this Agreement.

ADC PRINCIPAL RESPONSIBLE PARTY:

Wendy Gady
Executive Director
Agribusiness Development Corporation
235 S. Beretania St., Suite 205
Honolulu, Hawaii 96813
808-586-0186
wendy.l.gady@hawaii.gov

HCDA PRINCIPAL RESPONSIBLE PARTY:

Craig K. Nakamoto
Executive Director
Hawaii Community Development Authority

547 Queen Street
Honolulu, Hawaii 96813
808-594-0300
craig.k.nakamoto@hawaii.gov

4. AMENDMENT AND MODIFICATION

This Agreement may be modified or amended only by written, mutual agreement of the Parties.

5. TERMINATION

Either Party may terminate this MOA with thirty days prior written notice provided to the other Party.

6. COUNTERPARTS

This Agreement may be executed by the Parties in one or more counterparts, each of which shall be deemed an original, and said counterparts will together constitute one and the same agreement and shall be binding on each of the Parties notwithstanding that all the Parties are not signatory to the original or same counterpart. The submission of a signature page by facsimile transmission, or similar electronic submission facility (e.g., e-mail or electronic signature) shall be deemed to constitute an “original signature page for all purposes, and facsimile or electronic copies shall be deemed to constitute duplicate originals.

7. THIRD PARTY BENEFICIARY

This Agreement is made solely and specifically for the benefit of the Parties, its successors, agents, representatives and assigns. No other person or entity shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

APPROVED AS TO FORM:

Deputy Attorney General, Representing ADC

Date: _____

Agribusiness Development Corporation (ADC)

Wendy Gady, Executive Director

Date: _____

APPROVED AS TO FORM:

Deputy Attorney General, Representing HCDA

Date: _____

Hawai'i Community Development Authority (HCDA)

Craig K. Nakamoto, Executive Director

Date: _____

STATE OF HAWAI'I
AGRIBUSINESS DEVELOPMENT CORPORATION

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
January 15, 2026

| | |
|--------------------|---|
| Subject: | Request for approval of a right of entry permit to Goodfellow Bros., LLC (Grantee) and Wines of Kauai, L.L.C. (Sub-Grantor), and the access coordinator/keyholder Kekaha Agriculture Association for delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a road improvement job for the State of Hawaii, Department of Transportation in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:001 (portion). |
| Applicant: | Goodfellow Bros., LLC (Grantee) and Wines of Kauai, L.L.C. (Sub-Grantor), and the access coordinator/keyholder Kekaha Agriculture Association (KAA). |
| Authority: | 163D-4(a)(5), Hawaii Revised Statutes. |
| Area: | Total leased area: 126.96 gross acres, more or less. ROE area: 2 acres, more or less. |
| Field No(s): | Site Field 646 (Premises) (Exhibit A). |
| Tax Map Key: | (4) 1-2-002: portion of 001 (Property). |
| Land Status: | Set aside to the Agribusiness Development Corporation by Governor’s Executive Order No. 4007 (as modified) for <i>Agricultural and Related Purposes</i> . |
| Trust Land Status: | Section 5(b) lands of the Hawaii Admission Act Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> DHHL 30% entitlement lands pursuant to the Hawaii State Constitution? Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> |
| Zoning: | SLUD: Agricultural CZO: Agriculture |
| Character of Use: | For delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a State of Hawaii Department of Transportation (DOT) road improvement job. |
| Land Doc. Type: | Right of Entry (ROE) |
| Term: | Eighteen (18) months, starting July 1, 2025; and ending on December 31, 2026. |
| Rental Rate: | To be determined. |

BACKGROUND:

KAA is the agricultural cooperative of ADC tenants in the Kekaha area and manages ADC infrastructure, including the Kekaha and Kokee ditch systems, interior roads and bridges, water system infrastructure, etc.

Wines of Kauai has been a tenant of ADC since 2008. They currently lease approximately 126.96 acres under LI-K080. Goodfellow Brothers is working on a DOT project to improve Waimea Canyon Drive and Kokee Road.

Materials and equipment have been placed and staged on Wines of Kauai's leased area since July 1, 2025.

Request for approval of a right of entry permit to Goodfellow Brothers, LLC (Grantee) and Wines of Kauai (Sub-Grantor), and the access coordinator/keyholder Kekaha Agriculture Association for delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a road improvement job for the State of Hawaii, Department of Transportation in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:001 (portion).
January 15, 2026

BMP CONSIDERATIONS:

Applicants will be required to use Best Management Practices as shown in Exhibit B.

PUBLIC TRUST DOCTRINE ANALYSIS:

The proposed use is in the best interests of the public. The work will benefit all users of the public State Highway. The proposed activities could not reasonably be accommodated on private property or alternative locations. In view of these considerations, staff believe that issuing an ROE for the proposed use is consistent with the public trust.

CHAPTER 343:

Under section 343-5(a), Hawaii Revised Statutes, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” In this case, the proposed disposition is a de minimis action that will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.

DISCUSSION:

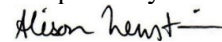
Goodfellow Bros. (Grantee) is the contractor for a State DOT project to improve Waimea Canyon Drive and Kokee Road. The Grantee contacted KAA and requested use of the subject parcel to stage their materials, restrooms and equipment that are being used for the project. Grantee will pay KAA to handle the material. See attached Handling Agreement between Grantee and KAA labelled as Exhibit C. The draft ROE is attached as Exhibit D.

RECOMMENDATION:

Based on the foregoing, staff requests that the Board:

1. Approve the Request as noted above, subject to the following:
 - a. The right of entry permit term shall be for 18 months;
 - b. Consideration/rents for the right of entry permit shall be determined by the ADC Board of Directors; and
 - c. Licensees will be required to use BMPs;
2. Declare that, pursuant to ADC’s Comprehensive Exemption List dated October 23, 2025, the proposed disposition is a de minimis action that will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes.
3. This right-of-entry permit may be extended for additional periods of up to one year for good cause shown.

Respectfully Submitted,



ALISON NEUSTEIN
Kauai Property Manager

Approved for Submittal:

Wendy Gady
Executive Director

Request for approval of a right of entry permit to Goodfellow Brothers, LLC (Grantee) and Wines of Kauai (Sub-Grantor), and the access coordinator/keyholder Kekaha Agriculture Association for delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a road improvement job for the State of Hawaii, Department of Transportation in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:001 (portion).
January 15, 2026

EXHIBIT A

Kekaha Agg Yard Location



Kekaha Agg Yard Site-Specific BMP Detail

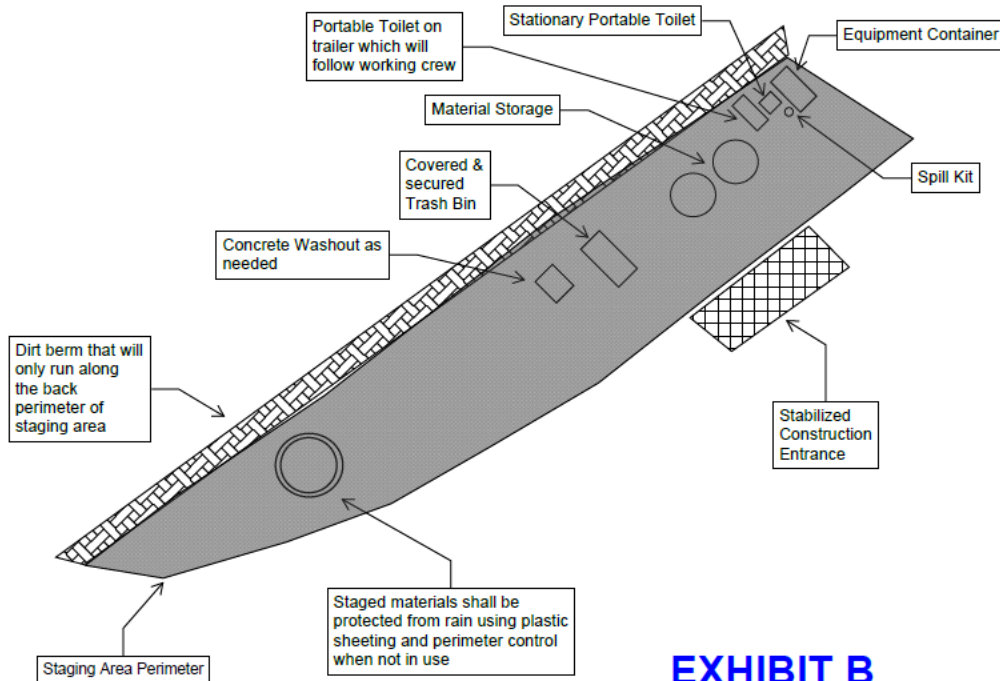


EXHIBIT B

Request for approval of a right of entry permit to Goodfellow Brothers, LLC (Grantee) and Wines of Kauai (Sub-Grantor), and the access coordinator/keyholder Kekaha Agriculture Association for delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a road improvement job for the State of Hawaii, Department of Transportation in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:001 (portion).
January 15, 2026

EXHIBIT C

MATERIAL ACCEPTANCE AND HANDLING AGREEMENT

July 1, 2025

This Agreement is made on July 1, 2025, by the entities / person whose name(s)/signature(s) appear below.

GOODFELLOW BROTHERS, LLC (Goodfellow) has excavated material, such as milled asphaltic concrete, aggregates, and soils removed from roads in preparation for resurfacing (the Material).

NOW THEREFORE, the undersigned agree as follows:

1. Delivery Site:

TMK: (4) 1-2-002:001 (por), in an area designated as Field 644, off Waimea Canyon Road, above Kekaha, Hawaii 96752

2. Name of Accepting Entity:

Kekaha Agriculture Association (KAA)
PO Box 940
Waimea, HI 96796

3. Approximate Delivery Date(s):

Between July 1, 2025, and December 31, 2026

4. Quantities and Payment

Approximately 16,000 cubic yards of combined material is expected to be delivered. Goodfellow will pay KAA \$8.00 per cubic yard to move, handle, use, or dispose Material. Payment will be based on estimated yards per truck load delivered. Payments will be made by the 20th of the month following delivery, by way of check or electronic payment.

5. Special Instructions:

- a. Loads will be separated into separate piles by Goodfellow:
 - i. Pile 1. Dirt, base course, gravel, grass and or similar materials
 - ii. Pile 2. Asphalt millings and chunks
 - iii. Goodfellow will push and maintain pilings to maximize space at Delivery Site

Request for approval of a right of entry permit to Goodfellow Brothers, LLC (Grantee) and Wines of Kauai (Sub-Grantor), and the access coordinator/keyholder Kekaha Agriculture Association for delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a road improvement job for the State of Hawaii, Department of Transportation in Kekaha, District of Waimea, County of Kauai, State of Hawaii, Tax Map Key No. (4) 1-2-002:001 (portion).
January 15, 2026

b. KAA will remove Material from Delivery Site regularly

6. KAA agrees that it is accepting all material “as is” and that Goodfellow makes no representation, statement, or warranty as to the condition of the material or its suitability, acceptability, or fitness for a particular use or purpose, and makes no implied warranty whatsoever.
7. By their signatures below, the undersigned represent and warrant they each have full right and authority to execute and deliver this Agreement on behalf of Goodfellow or KAA.

| | |
|--|-----------------------------------|
| _____ | _____ |
| For Goodfellow Brothers, LLC | Kekaha Agriculture Association |
| <u>Amanda Brucato, Director of Contracting</u> | <u>Michael Faye, Manager</u> |
| Print Name | Print Name |
| <u>Tristan Gonzalves</u> | <u>(808) 639-3900</u> |
| Site Contact Name | Contact Phone |
| <u>(808) 462-8057</u> | <u>mike@kekahaagriculture.org</u> |
| Site Contact Phone | Contact Email |
| <u>tristang@goodfellowbros.com</u> | |
| Site Contact Email | |

NON-EXCLUSIVE RIGHT-OF-ENTRY AGREEMENT NO. ROE-XX-XX-XX

THIS NON-EXCLUSIVE RIGHT-OF-ENTRY AGREEMENT (Agreement), is made and entered into by and between Goodfellow Bros., LLC (Grantee), a Foreign Limited Liability Company (LLC), whose mailing address is 2909 Poipu Road, Koloa, HI 96756, and the AGRIBUSINESS DEVELOPMENT CORPORATION (Grantor), a public body corporate and politic and an instrumentality and agency of the State of Hawai'i, whose mailing address is 235 South Beretania Street, Suite 205, Honolulu, Hawai'i, 96813 and Wines of Kauai, L.L.C., (Sub-Grantor), a Domestic Limited Liability Company (LLC), whose mailing address is PO Box 591, Hanapepe 96716.

W I T N E S S E T H

WHEREAS, Grantee desires a right-of-entry in and to that certain property located at Kekaha, Kauai, described as Tax Map Key: (4) 1-2-002:001(por), (Property), for delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a State of Hawaii Department of Transportation (DOT) road improvement job; and

WHEREAS, Grantee desires to obtain a right-of-entry to Property and Premises to conduct Project Activities; and

WHEREAS, Grantor's Board of Directors approved the issuance of a right-of-entry at their meeting on January 15, 2026; and

WHEREAS, pursuant to the Governor's Executive Order No. 4007, as modified by the Governor's Executive Order Nos. 4034, 4165, and 4330 Grantor has been granted responsibility to control and manage those certain lands containing a gross area of approximately 12,800 acres in Kekaha, on the Island of Kaua'i, State of Hawai'i; and

WHEREAS, pursuant to the Memorandum of Agreement between ADC and the Kekaha Agriculture Association (KAA), dated April 1, 2007, as amended by the Restated and Amended Memorandum of Agreement dated August 29, 2008, Grantor has licensed and turned over to KAA, responsibility for operation and maintenance of certain common infrastructure improvements serving the Property; and

WHEREAS, Grantor wishes to cooperate with Grantee to allow the entry of Grantee and/or its officers, employees, consultants, contractors and/or persons acting for or on its behalf (Grantee's Agents), on the Property for purposes of conducting Project Activities;

NOW, THEREFOR, in consideration of the premises and the covenants contained herein, and other good and valuable considerations given, the parties hereto mutually agree as follows:

1. Grantor hereby grants to Grantee and Grantee's Agents, non-exclusive permission to enter upon the Premises for the purpose of conducting Project Activities, and to access certain common infrastructure roads to access the Premises. This Agreement is effective for eighteen (18) months, commencing on July 1, 2025 (Effective Date) and expiring at 12:00 a.m. on December 31, 2026 (Expiration Date). Grantor and Grantee may extend the term of the Agreement for any number of additional 1-year terms by mutual agreement.

2. Grantee and Grantee's Agents shall maintain and exercise due care in conducting Project Activities and shall practice preventive measures to minimize any disturbances to the Property and Premises.

3. Grantee shall provide Grantor and KAA with no less than two weeks notice prior to the commencement of any Project Activities and shall coordinate access to Grantor's Property with KAA. Written notices shall be given pursuant to Paragraph 19. Email notification is acceptable.

4. Grantee and Grantee's Agents, are responsible for obtaining written concurrence from the affected Property tenants prior to any activity on the subject lands and coordinating access through locked gates with KAA. Grantee and Grantee's Agents further understand and acknowledge that the lands surrounding the Premises are actively farmed, and that the access roads are used by farm vehicles and equipment, and that all activities performed under this Agreement shall not interfere with or adversely impact said farming and agricultural activities, now and in the future.

5. Grantee and Grantee's Agents shall not cause or permit the escape, disposal or release of any hazardous materials except as permitted by law. Grantee and Grantee's Agents shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Property or Premises any such materials except to use in the ordinary course of Grantee or Grantee's Agents business and then only after written notice is given to Grantor of the identity of such materials and upon Grantor's consent, which consent may be withheld at Grantor's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Grantee or Grantee's Agents, Grantee shall be responsible for the cost thereof. In addition, Grantee and Grantee's Agents shall execute affidavits, representations and the like, from time to time at Grantor's request, concerning Grantee and Grantee's Agents best knowledge and belief regarding the presence of hazardous materials on the Property or Premises placed or released by Grantee or Grantee's Agents.

6. Grantee shall indemnify, defend and hold Grantor and KAA and their representatives harmless, from any damages and claims resulting from the release of hazardous materials on the right-of-entry area or premises whether initiated or occurring while Grantee and Grantee's Agents is/are in possession, or elsewhere if caused by Grantee or Grantee's Agents. These covenants shall survive the expiration or earlier termination of this Agreement.

For purposes of this Agreement, "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted, provided however, that obligation to defend ~~hereunder~~ shall not apply to contractors who are only contracted to perform professional architectural, engineering, or surveying services on behalf of Grantee.

7. Grantee agrees to indemnify, defend, release, and hold harmless Grantor and KAA and their representatives from and against any and all costs, claims, suits, fines, damages, attorneys' fees, or causes of action of any kind for injury of any kind to any person, or damage to any property of any kind occasioned, in whole or in part, by Grantee's actions or omissions arising out of the exercise of this Agreement. Further, Grantee agrees that Grantor and KAA shall not be liable, should Grantee or Grantee's Agents suffer injury to their personnel or damage to their property as a result of work conducted upon the Property pursuant to this Agreement. Grantee will not be liable nor responsible for any property damage or conditions that existed prior to Grantee's exercise of the Agreement. The provisions of this paragraph shall remain in full force and effect notwithstanding the expiration or early termination of this Agreement. In the event Grantor shall, without fault on its part, be made a party to any litigation commenced by or against Grantee in connection with this Agreement, Grantee shall pay all costs and expenses incurred by or imposed on Grantor, including attorneys' fees.

8. In the event any unanticipated sites or remains such as bone or charcoal deposits, human burials, rock or coral alignments, pavings or walls are encountered, Grantee and/or Grantee's Agents in the exercise of this Agreement, shall immediately stop work and contact the State Historic Preservation Division in Kapolei at (808) 692-8015. Grantee and Grantee's Agents shall immediately notify Grantor of any such findings.

9. Any failure or breach by Grantee or Grantor to abide by the terms and conditions set forth herein shall constitute a breach of this Agreement; upon written request, any breaching party shall be afforded a reasonable period of time within which to cure any said breach, such remedial cure to be determined by the non-breaching party as acceptable to avoid breach. In the event additional costs are incurred by any party as a result of a breach of this Agreement, both parties shall bear their own costs, including any legal costs and fees incurred except as otherwise provided below.

10. Notwithstanding any other provision contained herein, this Agreement is revocable at the will of Grantor, and can be suspended, canceled or terminated at any time and for any reasons, including any breach of default hereunder, upon two weeks written notice, sent via U.S. Postal Service, first class mailing, to Grantee pursuant to paragraph 19.

11. In the event this Agreement is terminated as provided herein, Grantee shall immediately remove any and all Grantee and Grantee's Agents property physically located in the Property and Premises; any property not timely removed shall be deemed abandoned by Grantee, and Grantor shall have the right to dispose of the property.

12. Paragraphs 5, 6, and 7 shall survive the expiration or earlier termination of this Agreement and shall be binding on the parties, successors and assigns.

13. Grantee and Grantee's Agents shall procure and maintain, at its own cost and expense, to be kept in full force and effect throughout the term of this Agreement, the following policies of insurance:

- a. Commercial general liability insurance with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A-VIII" or other comparable or equivalent industry rating, in an amount of at least \$1,000,000 for each occurrence and \$2,000,000 aggregate, and with coverage terms acceptable to the Executive Director of the Agribusiness Development Corporation. The policy or policies of insurance shall name both the "State of Hawaii, Agribusiness Development Corporation" and "Kekaha Agriculture Association" as an additional insured. A copy of the policy or other documentation required by the Grantor shall be filed with the Grantor. The insurance shall cover the entire Property, including all buildings, improvements, and grounds and all roadways or sidewalks on or adjacent to the Property.
- b. Commercial automobile insurance covering all owned, hired, or non-owned vehicles, including the loading or unloading thereof on the Property. The policy coverage limits shall not be less than \$1,000,000.
- c. Workers' Compensation insurance affording statutory limits, and employers' liability coverage with limits of no less than \$1,000,000 covering all persons admitted to the Property under the terms of this Agreement.

Grantee, prior to the entry and use of the Property and Premises or within 15 days after the effective date of this Agreement, whichever is sooner, shall furnish Grantor with a policy(s) or other documentation required by Grantor showing the policy(s) to be initially in force, keep the policy(s) or other documentation required by Grantor on deposit during the entire term of the Agreement, and furnish all like policy(s) or other documentation required by Grantor upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after 30 days written notice has been given to Grantor and KAA. Grantor may at any time require Grantee to provide Grantor with copies of the insurance policy(s) that are or were in effect during the Agreement term or other documentation required by Grantor.

Grantor shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Agreement. If, in the opinion of Grantor, the insurance provisions in this Agreement do not provide adequate protection to Grantor, Grantor may require Grantee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. Grantor requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks that exist at the time a change in insurance is required. Grantor shall notify Grantee in writing of changes in the insurance requirements and Grantee shall deposit copies of acceptable insurance policy(s) or other documentation required by Grantor thereof, with Grantee incorporating the changes within 30 days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Grantee's liability under this Agreement nor to release or relieve Grantee of the indemnification provisions and requirements of this Agreement. Notwithstanding the policy(s) of insurance, Grantee shall be obligated for the full and total amount of any damage, injury, or loss caused by Grantee or Grantee's Agent's negligence or neglect connected with this Agreement.

It is agreed that any insurance maintained by the Grantor will apply in excess of, and not contribute with, insurance provided by Grantee's policy(s).

14. This Agreement shall be governed by the laws of the State of Hawai'i. Any action at law or in equity to enforce or interpret the provisions of this Agreement shall be brought in the First Circuit Court of the State of Hawai'i. Grantee shall comply with all federal, state, and county laws, ordinances, codes, rules, and regulations as the same may be amended from time to time, which in any way affect Grantee's performance of this Agreement.

15. Grantee and Grantee's Agents, in the exercise of this Agreement, shall adhere to all Best Management Practices as agreed to between Grantor and KAA and Na Kia'i Kai, Surfrider Foundation, and Pesticide Action Network North America in settlement of that certain action commenced in the United States District Court for the District of Hawai'i, Civil No. 18-00005-DKW-WRP-

16. Grantee shall not assign or subcontract any of Grantee's duties, obligations, or interests under this Agreement and no such assignment or subcontract shall be effective unless Grantee obtains prior written consent from Grantor.

17. Any modification, amendment, change, or extension of any term of this Agreement shall be made by written amendment and signed by the parties.

18. Any notice, demand, request, consent, approval, or communication required under this Agreement, or that either party desires to provide shall be made to:

Grantor:

Executive Director
Agribusiness Development Corporation
235 S Beretania St Ste 205
Honolulu HI 96813

wendy.l.gady@hawaii.gov *and* dbedt.adc@hawaii.gov

Grantee:

Regional Vice President
Goodfellow Bros, LLC
2909 Poipu Road
Koloa, HI 96756

tristang@goodfellowbros.com

Kekaha Agriculture Association

General Manager
Kekaha Agriculture Association
PO Box 940
Waimea HI 96796

mike@kekahaagriculture.org

19. This Agreement may be executed in any number of counterparts, each of which shall constitute an original, but all of which together shall constitute but one and the same document.

20. Grantee acknowledges that this Agreement does not confer any real property interest to Grantee or Grantee's Agents.

21. Grantee shall not commence any construction activities except those necessary to conduct the Project Activities.

22. Grantee and Grantee's Agents shall not apply for any permits or seek any designations for the Property or Premises without Grantor's approval and permission.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

GRANTOR

STATE OF HAWAI'I, AGRIBUSINESS
DEVELOPMENT CORPORATION

GRANTEE

Goodfellow Bros. LLC

Wendy L. Gady
Executive Director

Tristan Gonzalez
Regional Vice President

APPROVED AS TO FORM:

SUBGRANTOR

Wines of Kauai

Deputy Attorney General

Jaime Barna
Director

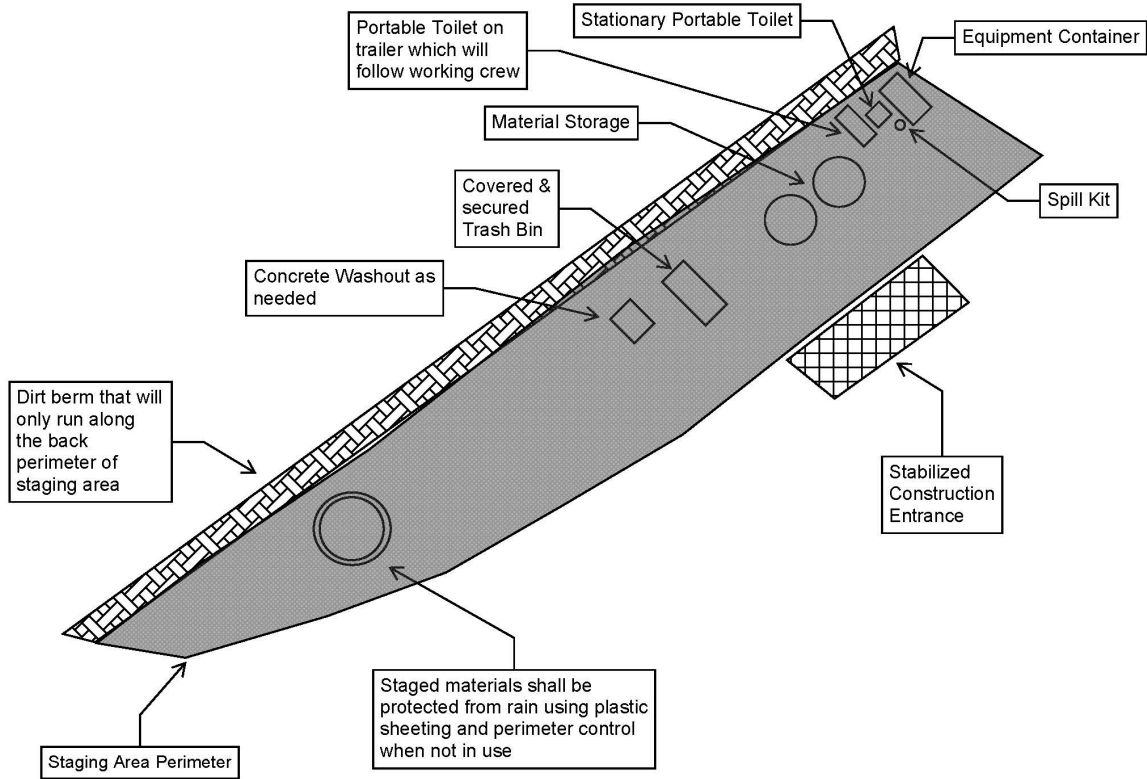
Kekaha Agg Yard Location



EXHIBIT B

For delivering soil, gravel, rocks, asphalt cold-plane material, and other road material generated from a State of Hawaii Department of Transportation (DOT) road improvement job.

Kekaha Agg Yard Site-Specific BMP Detail



CONSERVATION PLAN/NPDES/BMP CONSIDERATIONS:

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003:portion of 016. January 15, 2026

The Applicant will be required to develop a conservation plan and seek approval from the appropriate conservation district.

CHAPTER 343

Under section 343-5(a), Hawaii Revised Statutes, an environmental assessment shall be required for actions, that propose, among other things, the “(1) use of state land or county lands, or the use of state or county funds[.]” In this case, the project is exempt, subject to the Comprehensive Exemption Type 1, Part 1, Item 5 “*Operation, repair and maintenance of existing crop production (fruits, vegetables, flowers, foliage, crops for bioenergy and forage) facilities, including but not limited to equipment storage/maintenance*”

DISCUSSION.

The Premises the Applicant will utilize consists of 32.9 gross acres, approximately 18.4 is tillable and the remaining 14.5 acres is non-tillable. The Property has several abandoned vehicles on site, as well as debris and rubbish. The land is overgrown with grass and tall trees. The land will require clearing before any agricultural activities can begin.

Staff notes that a substantial financial investment by the Applicant will be necessary to clear and prepare the Premises for planting since the Premises has been vacant for a while and the land is overgrown. The Applicant will also incur significant costs due to lack of a reliable water source. As such, we recommend a one-time rent credit not to exceed the equivalent of six (6) months of full-rate base rent, as reimbursement for verified costs incurred for land preparation, debris removal, and installation of a water storage system if the tenant can produce receipts. All approved improvements shall be deemed permanent improvements to State property and shall become the property of ADC upon completion, without further obligation for reimbursement. This credit shall be one-time only, and shall not establish any precedent or continuing obligation for future credits, offsets, or reimbursements unless approved in writing by ADC.

The rent shall be at a rate of \$1800/acre/year for the tillable acres and \$1.00/acre/year for the non-tillable acres, with a rental reopening to occur on years 10, 20 and 30 of the license. Rent will be determined by an independent appraisal establishing fair market rent, subject to review and approval by the Executive Director. The fair market rental shall be determined by an appraiser whose services shall have been contracted for by the Licensor, provided that should the Licensee fail to agree to such fair market rental, Licensee may appoint its own appraiser who, together with the Licensor's appraiser, shall promptly appoint a third appraiser and the fair market rental shall be determined by arbitration as provided by Section 658-1, Hawaii Revised Statutes. The Licensee shall pay for the services of its own appraiser and the cost for the services of the third appraiser shall be borne equally by the Licensor and Licensee.

At full rate, the license is currently valued at \$33,134.50 per year (\$2,761.21 per month) to ADC rental income.

Staff are asking that the security deposit requirement for the license shall be an amount equal to six months of full-rate license fees as a security deposit for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of the License, but only after all of the terms and conditions of this License agreement have been observed and performed.

There currently is no water source provided by ADC on this property. A possible water source is an irrigation ditch running on the northern end of the property. Water is currently being provided by Dole Plantation until the irrigation system is transferred to ADC and common area maintenance fees (CAM).

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003 portion of 016 January 15, 2026

and water usage rates are established. Until such time, a Water Infrastructure User Agreement will serve as an addendum to the License. See attached "Exhibit C". The attached addendum is based on a Water Facility Agreement contracted between Dole and ADC for an initial user rate of \$0.60 per thousand gallons of ditch water; and \$0.80 per thousand gallons of pumped water, to be billed monthly. The price is subject to adjustment every January 1st

Licensee shall be required to provide Licensors with a Good Agricultural Practice certificate within two years from execution date.

The draft License Agreement is attached as "Exhibit D"

RECOMMENDATION:

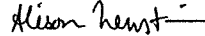
Based on the foregoing, staff recommends that the Board:

1. Approve the Request, subject to the following conditions:
 - a. The license term shall be for 35 years;
 - b. The license rents shall be \$1800/acre/year for tillable land and \$1/acre/year for non-tillable land for the first 10 years with a rental reopening to occur on years 10, 20 and 30 of the license. Rent to be determined by an independent appraisal establishing fair market rent, under the terms and conditions cited above;
 - c. The security deposit requirement for the license shall be an amount equal to six months of full-rate license fees payable in 3 equal monthly payments, with the initial installment beginning upon execution of the lease, as a security deposit for the faithful performance of all of these terms and conditions. The deposit will be returned to LICENSEE upon termination of the License, but only after all of the terms and conditions of this License agreement have been observed and performed;
 - d. Licensee will be required to develop a conservation plan and seek approval from the appropriate conservation district;
 - e. The Licensee may be eligible for a one-time rent credit not to exceed the equivalent of six (6) months of full-rate base rent, as reimbursement for verified costs incurred for land preparation, debris removal, and installation of a water storage system (collectively, the "Approved Improvements"). The credit shall be subject to the following conditions:
 - 1) Licensee shall submit to Licensors itemized invoices, receipts, and photographic documentation of all work completed;
 - 2) The total rent credit shall be based on verified costs and shall not exceed six (6) months of full-rate base rent under this License;
 - 3) All Approved Improvements shall be deemed permanent improvements to State property and shall become the property of the Licensors upon completion, without further obligation for reimbursement;
 - 4) Except for the one-time rent credit authorized under this section, the Licensors shall not be responsible for any future costs associated with land preparation, debris removal, maintenance, or replacement of the Approved Improvements; and
 - 5) This credit shall be one-time only, and shall not establish any precedent or continuing obligation for future credits, offsets, or reimbursements unless approved in writing by the Licensors.

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003 portion of 016. January 15, 2026

- f. Water will be provided by Dole Plantation until ADC acquires the irrigation system and establishes the CAM and water usage rates. Until such time, the license shall include the above referenced Water Infrastructure Use Agreement labelled "Exhibit C"; and
 - g. Licensee shall be required to provide Licensor with a Good Agricultural Practice certificate within two years from execution date.
2. Declare that, pursuant to ADC's Comprehensive Exemption List dated October 23, 2025, the proposed disposition is a de minimis action that will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment, pursuant to Chapter 343, Hawaii Revised Statutes

Respectfully Submitted,



ALISON NEUSTEIN

Acting Oahu Property Manager

Approved for Submittal

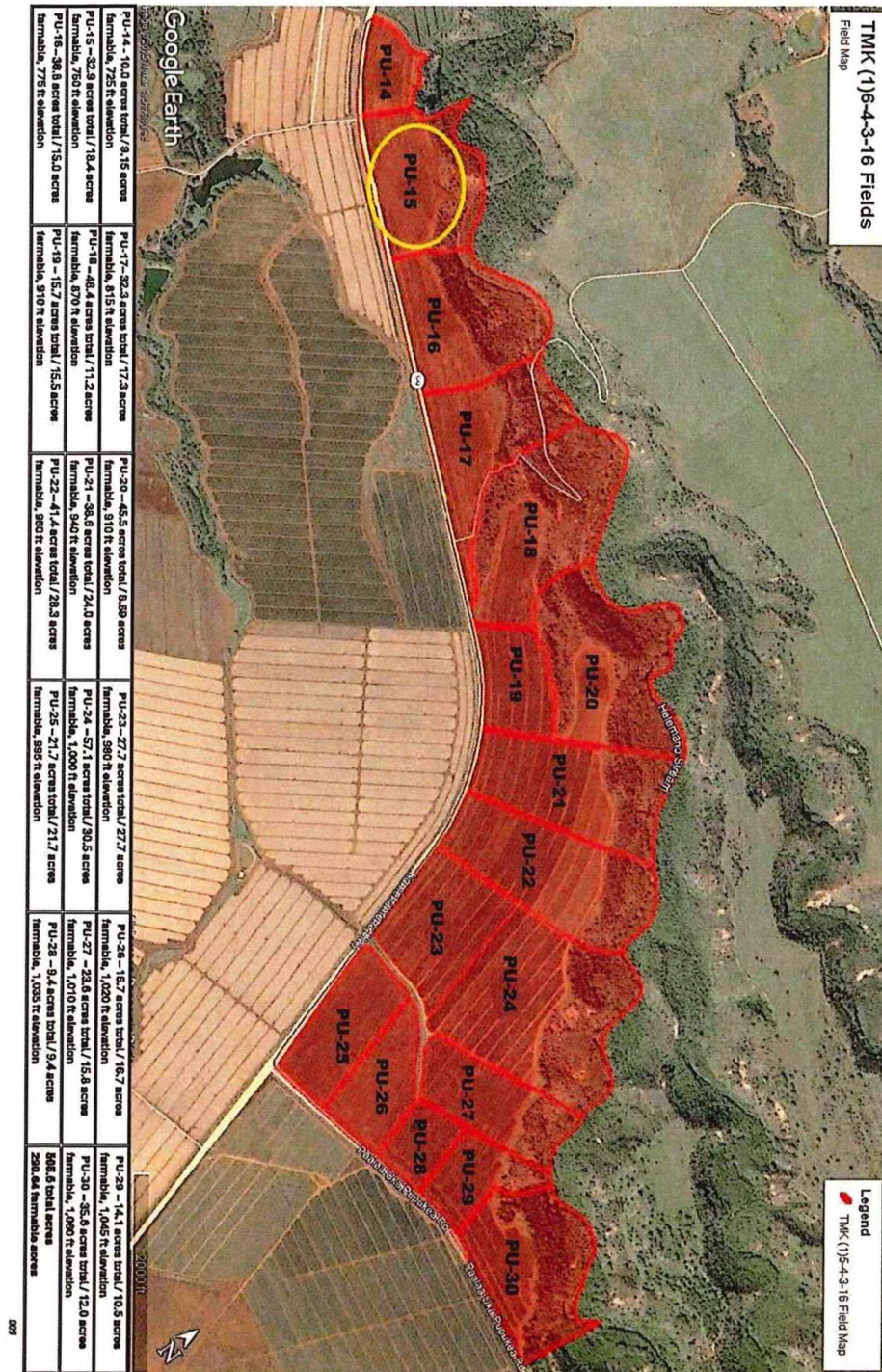


Wendy Gady

Executive Director

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003:portion of 016. January 15, 2026

EXHIBIT A



Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003:portion of 016. January 15, 2026

EXHIBIT B

Samarit Khotwongthong

lot # 2, 18.4 acre

Note: I will take over the whole parcel since Rungrepa Haohann won't be able to farm her share.

She has some family issue in Thailand that needs to take care off. She will be in and out of

USA. She agrees to leave her 9.2 acre to me.

Please issue lot # 2 under my name only.

my parents will help me on the farm and my

wife will come soon to join me from Thailand.

my plan on this property is

1 acre Cucumber @ 1.00 - 1.50 per lb.

Harvest in 6 weeks, last for 1mth

16,000 lbs / mth

1 acre Cherry Tomatoes @ 1.50 / lb

can harvest in 2 months, last for 2mth

45,000 lbs / mth

1 acre Long Eggplant @ 1.50 - 2.00 per pound

can harvest in 2 month, last for 3mth

28,000 lbs / month

* I will start the same crops over again - All year round Planting + harvesting because I have Buyers

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003:portion of 016. January 15, 2026

EXHIBIT C

Water Infrastructure User Agreement

This Addendum to License Agreement LI-PU-25-_____ is entered into between the State of Hawai'i, Agribusiness Development Corporation ("ADC"), whose address is 235 S. Beretania Street, Suite 205, Honolulu, Hawai'i 96813, and _____ ("USER") whose address is _____, each a "Party" and collectively "Parties".

Whereas the USER desires to use water delivered through irrigation infrastructure owned by Dole Food Company, Inc. ("Dole"). USER hereby enters into this Water Infrastructure User Agreement ("Agreement") and agrees to comply with the terms of this Agreement as an addendum to License Agreement LI-PU-26-_____ ("License"), and pursuant to Chapter 174C, *Hawaii Revised Statutes*, and other applicable state and federal laws, rules, regulations, and City and County of Honolulu ordinances, now or hereafter in effect.

To that end, the Parties agree to the following terms:

1. Term: This Agreement shall be effective and coterminous with the License, when USER quits the property covered by the License, or upon the earlier termination of this Agreement or the License at ADC's discretion, whichever shall first occur.
2. Availability: Dole agrees to allow the USER to draw water excess to Dole's requirements but does not intend to become obligated to provide water to the USER in a minimum or unlimited quantity and does not intend to dedicate its facilities to public use or become a public utility. USER expressly acknowledges that ADC does not guarantee the availability of water.
3. Character of Use: Water delivered by Dole shall be used only for agriculture-related purposes, in accordance with the terms of USER'S License and conservation plan.
4. Potability: USER acknowledges that water obtained from Dole is not potable. USER is solely responsible for their use of water.
5. Fees and Schedule: USER agrees to pay Dole's rate per gallon of water as metered, based on current rates in the Water Facility Agreement between ADC and Dole effective May 1, 2024, plus applicable taxes. USER also agrees to pay the cost of acquisition and installation of water meters of an appropriate type, size and capability as a condition of water delivery. ADC shall invoice USER on or around the 15th of every month for the previous month of service for the volume of water delivered and all other incidental costs such as the cost of the water meter, and a monthly ADC service fee of \$0.00 for clerical and other costs, commencing from the effective date of this Agreement. Payment shall be

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003:portion of 016. January 15, 2026

due on the 15th of the month after the date of invoice. ADC reserves the right to assess a monthly late fee of 5% on USER's past-due balance for each month of delinquency. ADC reserves the right to adjust future water rates, commencing on January 1st of each year thereafter, payment terms, policies, and time and place of payment, from time to time, as determined by ADC's Board of Directors, and subject to the costs associated with operating and maintaining the well and delivery systems. USER expressly acknowledges that ADC is only providing infrastructure for the delivery of water and is not selling water.

6. Operation: The meter and main valve shall be part of the property, and under the sole control of ADC. USER is expressly prohibited from manipulating or adjusting valves, meters, or flow under ADC's control. Violations of this term shall constitute grounds for both the immediate termination of this Agreement and termination of water. USER agrees to promptly report any meter or system issues to ADC, or their contracted system operator. USER is prohibited from tampering with, adjusting, desecrating, or intruding upon any portion of the water system, prior to and including, the meter, or any other point of the water system that exists upstream of the meter.
7. Infrastructure: All water delivery infrastructure from the water source, up to and including the main meter, is the property of Dole. ADC shall install, at the USER'S expense, a meter to monitor USER's water use. ADC, or their contracted system operator, shall be solely responsible for monitoring and maintaining the meter, and reserves the right to repair or replace the meter, as necessary, and bill associated costs to the USER. USER shall be responsible for the installation, management, maintenance, and repair of all infrastructure from the meter to the various distribution points in their fields.
8. Improvements: USER agrees to provide ADC with drawings and schematics of all irrigation lines in relation to the Premises, including meters, valves, junctions, backflow preventers, connections, boosters, etc., and to update those drawings and schematics as USER's system is modified or improved.
9. Water Storage: USER shall maintain and repair, at USER's sole cost, any reservoir or other water storage facilities (collectively "Water Storage") on the licensed Premises to a condition acceptable to ADC. ADC shall have no obligation whatsoever to construct, maintain, or repair the Water Storage. Any improvements made to the Water Storage must be approved by ADC in accordance with the License. Any damage to ADC's Water Storage or to any third party as a result of misuse or negligence by User shall be User's responsibility.
10. Contamination: USER shall maintain either a minimum three-foot airgap between the termination of any Water Storage feed line and the surface of the water at all times, OR a back-flow preventer, so positioned between the meter and the Water Storage, to prevent back-flow contamination of Dole's irrigation main line.

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003 portion of 016. January 15, 2026

11. Hold Harmless: USER agrees to hold ADC harmless from any damages, including loss of crops due to availability, quantity, potability, or suitability of the water ADC provides. This paragraph shall survive the termination of this Agreement.
12. Indemnity: USER shall indemnify, defend, and hold harmless the State of Hawai'i, ADC, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death, arising out of any act or omission of USER, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments now or hereafter in effect. This paragraph shall survive the termination of this Agreement.
13. Force Majeure: ADC shall not be liable for any failure of or delay in the performance of this Agreement for the period, provided that such failure or delay is beyond the reasonable control of the parties, materially affects the performance of any of its obligations under this Agreement, and could not have been reasonably foreseen or provided against.
14. Governance: USER agrees to comply with and be bound by any bylaws, rules, and policies of ADC, and the laws, ordinances, rules, and regulations of the federal, state, or county governments, now or hereafter in effect. It is expressly agreed that this Agreement shall be governed by the laws of the State of Hawai'i, and that any lawsuit or disagreement shall be brought in a court of the State of Hawai'i.
15. Severability: Should any provision of this Agreement be declared void or unenforceable, all remaining provisions shall remain in full force and effect.
16. Default: In the event the USER shall default on any provision of this Agreement that is not delinquency-related, by refusing or failing, without just cause, to utilize the water delivery system in a manner as set forth in this Agreement, ADC may issue a Letter of Default with an itemized list of corrective actions. USER shall have thirty-days from the date of the letter to satisfactorily address the list of corrective actions, after which ADC reserves the right to sever USER's water connection until all corrective actions have been satisfactorily made. ADC may restore the water connection upon written request from USER. For defaults involving non-payment or partial-payment, ADC reserves the right to shut off water immediately at such time that delinquency occurs, as determined by the invoice due date. Reconnection shall occur only after full payment has been made, and upon written request from the USER.
17. This Agreement sets forth all of the contracts, agreements, conditions, understandings, promises, warranties and representations between the ADC and this USER regarding the use of Dole's irrigation infrastructure for delivery of water from Dole to this USER. This Agreement supersedes all prior contracts, agreements, conditions, understandings,

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003;portion of 016. January 15, 2026

promises, warranties, and representations oral or written, express or implied, between ADC and this USER other than as set forth or as referred to herein.

[Signature page follows.]

Request for approval to issue a new license agreement to SAMART KHOTWONGTHONG for 32.9 gross acres, more or less, of PU-15, for diversified agricultural use in Wahiawa, Oahu, State of Hawaii, Tax Map Key No. (1) 6-4-003;portion of 016 January 15, 2026

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on this ____ day of _____, 2026.

LICENSOR:

State of Hawai'i

Agribusiness Development Corporation

By:

Wendy L. Gady

Its: Executive Director

Date:

APPROVED AS TO FORM

Deputy Attorney General

LICENSEE:

SAMART KHOTWONGTHONG, an individual

By:

SAMART KHOTWONGTHONG

Date:

EXHIBIT D

LICENSE AGREEMENT NO. LI-PU-26-_____

between

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION
as LICENSOR

and

SAMART KHOTWONGTHONG, an individual,
as LICENSEE

STATE OF HAWAII
 AGRIBUSINESS DEVELOPMENT CORPORATION

LICENSE AGREEMENT NO. LI-PU-26-_____

THIS LICENSE made and issued this _____ day of _____, 20__, by and between the State of Hawaii by its AGRIBUSINESS DEVELOPMENT CORPORATION, the place of business and mailing address of which is 235 S. Beretania Street, Room 205, Honolulu, Hawaii 96813, hereinafter called "LICENSOR," SAMART KHOTWONGTHONG, an individual, of which the post office address in the State of Hawaii for purposes of this License Agreement is _____, hereinafter called "LICENSEE."

W I T N E S S E T H:

WHEREAS, LICENSOR owns and is obligated to manage and operate that certain parcel of land situated at Wahiawa, Oahu, identified by Tax Map Key number (1) 6-4-003:por. of 016, specifically to PU-15(Property), containing a gross area of approximately 32.9 gross acres, more or less, of which approximately 18.4 is tillable and the remaining 14.5 acres is non-tillable, hereinafter referred to as the "Property"; and LICENSOR is authorized to grant licenses for the use of this land for agricultural and related purposes; and

WHEREAS, LICENSEE has requested a license to use a portion of said Property at Wahiawa, Oahu for cultivation and production purposes; and

NOW, THEREFORE, in consideration of the terms and conditions herein contained to be observed and performed by LICENSEE, LICENSOR, pursuant to and as set forth in this License, hereby grants to LICENSEE an exclusive license to use that portion of land, Tax Map Key (1) 6-4-003:por. of 016, PU-15, outlined on the map attached hereto and incorporated herein as Exhibit "A", containing a land area of 32.9 gross acres, more or less, of which approximately 18.4 is tillable and the remaining 14.5 acres is non-tillable, hereinafter referred to as the "Premises." The "Premises" shall not include any areas containing or consisting of any common infrastructure improvements serving the Premises that are under the control, operation, or management of any entity, including LICENSOR.

The license of the Premises hereby granted by LICENSOR to LICENSEE shall be together with the right to use, in common with other licensees or revocable permittees of other lands included with the Property, the roadways providing ingress into and egress from the Premises and the right to use utility easements serving the Premises (excluding such easements for common infrastructure improvements that are under the exclusive control, operation, and management of the LICENSOR).

THE TERMS AND CONDITIONS upon which LICENSOR grants the aforesaid license, right, and privilege are as follows:

1. Term. The term of this License is for thirty-five (35) years, or until such time as LICENSEE ceases to operate the agribusiness or other permitted use, unless this License is sooner terminated as hereinafter provided.
2. License Fee. The base license fee for the Tillable and Non-Tillable acres of this License shall be as outlined in the following table, payable in advance, without notice or demand, in monthly installments on or before the first of each month.

| WHEN | RENT |
|--------------|--|
| Year 1 - 10 | Tillable acres: \$1800/acre/year |
| | Non-Tillable acres: \$1.00/acre/year |
| Year 11 - 20 | The fair market rental shall be determined by an appraiser |
| Year 21-35 | The fair market rental shall be determined by an appraiser |

LICENSOR and LICENSEE agree that the Premises consist of 32.9 gross acres, more or less, of which approximately 18.4 is tillable and the remaining 14.5 acres is non-tillable. For purposes of this License, "tillable acres" shall include all portions of the Premises measured in acres that are suited for cultivation in accordance with normal agronomic practices, and "non-tillable acres" shall include all portions of the Premises measured in acres that are not suited for cultivation in accordance with normal agronomic practices.

3. (Reserved).
4. Increase of Base Annual License Fee. No less than six months before the end of the tenth, twentieth and thirtieth years of the License, the LICENSOR shall procure an independent appraisal on which to base an increase of the Base Annual License Fee. The amended Base Annual License Fee shall be effective on the first day of the eleventh year and then again

on the first day of the twenty-first year of the License and memorialized and executed by an Amendment to this License.

5. Determination of Rent Upon Reopening. Rent to be determined by an independent appraisal establishing fair market rent, subject to review and approval by the Executive Director. The fair market rental shall be determined by an appraiser whose services shall have been contracted for by the Licensor; provided that should the LICENSEE fail to agree to such fair market rental, Licensee may appoint its own appraiser who, together with the LICENSOR's appraiser, shall promptly appoint a third appraiser and the fair market rental shall be determined by arbitration as provided by Section 658-1, Hawaii Revised Statutes. The LICENSEE shall pay for the services of its own appraiser and the cost for the services of the third appraiser shall be borne equally by the Licensor and Licensee.
6. Interest on Delinquent License Fees. The interest rate on the principal amount of any and all unpaid or delinquent license fee payments shall be one percent (1%) per month, plus a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per month for each delinquent payment.
7. [Reserved.]
8. Taxes, Assessments, and Utilities. LICENSEE shall pay, if and when due, LICENSEE's proportionate share of all taxes and similar rates, assessments, charges, and outgoings, if any, of every nature and kind whatsoever, which shall during the term of this License be lawfully charged, assessed, imposed, or become due and payable upon or in respect of the Premises and the improvements now on or hereafter erected by LICENSEE thereon.
9. Character of Use. LICENSEE shall not do or commit, or permit or suffer to be done, any willful or voluntary waste or destruction in and upon the Premises, any nuisance in and upon the Premises, or any unlawful or improper use of the Premises.
 - (a) LICENSEE shall use the Premises solely for diversified agriculture purposes, as set forth in LICENSEE's land utilization plan attached hereto as Exhibit "B". LICENSEE's use of the Premises shall be subject to any recorded covenants, conditions, and restrictions of any and all recorded encumbrances on the Premises existing as of the date of this License.

- (b) No livestock production operations shall be conducted on the Premises without the prior approval of the State Department of Health.
 - (c) All livestock production operations shall be operated and maintained so as not to create any public health problems as determined by the State Department of Health.
 - (d) No cesspools shall be constructed on the Premises. However, upon approval from the State Department of Health, LICENSEE may use alternative wastewater treatment and disposal systems which do not pose a threat to the groundwater.
 - (e) No solid or liquid animal waste shall be disposed of at the Premises. Disposal of all solid and liquid animal waste must be by a means acceptable to the State Department of Health.
 - (f) LICENSEE shall take appropriate steps to reduce the risk of any excessive soil erosion by reason of LICENSEE's use of the Premises by LICENSEE and to address any material increase in weeds or litter on the Premises.
10. Utilization and Development of the Land. LICENSEE shall utilize and develop the Premises in accordance with LICENSEE's plan for utilization and development which has been approved by LICENSOR before execution of this License and which is incorporated in LICENSEE's land utilization plan attached as Exhibit "B" hereto. Any material modification or deviation from LICENSEE's utilization and development plan without the prior written approval of LICENSOR may constitute a breach of this License and a cause for the termination thereof.
11. Sublicensing. LICENSEE shall not sublicense or rent the whole or any portion of the Premises without the prior consent of LICENSOR, which consent may be withheld in LICENSOR's sole discretion. Any sublicensing request shall be submitted in writing to LICENSOR, together with a copy of the sub-licensee's land utilization plan and rental payment schedule for LICENSOR's consideration. Profit on any sublicense charges is neither allowed, nor shall be sought by LICENSEE.
12. Good Husbandry and Conservation Practices. Insofar as LICENSEE's use of the Premises (as set forth in LICENSEE's land

utilization plan) includes the breeding, feeding, and keeping of livestock or other animals, LICENSEE shall at all times practice good husbandry with regard to the use of the Premises for the use permitted. LICENSEE shall carry out a program of conservation based upon a conservation plan developed by LICENSEE in cooperation with the appropriate Soil and Water Conservation District. The conservation program shall be in accordance with a conservation plan which shall be submitted to LICENSOR for acceptance within one (1) year following the date of this License. The conservation plan shall include, but not be limited to, those practices such as land clearing, cropping system, irrigation system, drainage, noxious weed control, and other measures needed to protect the land against deterioration and to prevent environmental degradation; provided, however, that this requirement may be waived for licenses, premises, or uses with little or no apparent conservation problems when verified by the appropriate Soil and Water Conservation District. In the event the activities of LICENSEE in this regard shall be found to be contradictory to the aforesaid conservation plan or unsatisfactory to LICENSOR, LICENSOR shall notify LICENSEE and LICENSEE shall be required, within sixty (60) days of the notice, to cure or correct the contradictory or unsatisfactory condition and submit proof of such cure or correction that is satisfactory to LICENSOR.

13. Sanitation. LICENSEE shall keep the Premises and improvements in a strictly clean, sanitary, and orderly condition and shall use reasonable and prudent measures to cut, remove, or otherwise control weeds and grass, in complete conformance with applicable laws, rules, and statutes and consistent with the terms and conditions of this License.
14. Improvements. During the term of this License, LICENSEE shall not construct, place, maintain, or install on the Premises any building, structure, signs, or improvement, except with the prior written approval of LICENSOR and upon such conditions as LICENSOR may impose. The preceding sentence shall not apply to any building, structure, signs, or improvement constructed, placed, maintained, or installed on the Premises with the consent and approval of LICENSOR under any prior permit or agreement pursuant to which LICENSEE or any of LICENSEE's permitted assigns, sub-licensees, or permittees occupied the Premises before the effective date of this License. All buildings, structures, signs, or improvements constructed, placed, maintained, or installed pursuant to this paragraph shall be in accordance with all applicable federal, state, and county laws, ordinances, and rules. The ownership thereof shall

be in LICENSEE until the expiration or sooner termination of this License, at which time the ownership thereof shall, at the option of LICENSOR, vest in LICENSOR or shall be removed by LICENSEE at LICENSEE's sole cost and expense.

15. Repairs to Improvements. LICENSEE shall, at its expense, keep, repair, and maintain all buildings, structures, and improvements now existing or hereafter constructed or installed on the Premises in good order, condition, and repair, reasonable wear and tear excepted. LICENSEE shall have no obligation under this License to keep, repair, or maintain any common infrastructure improvements.
16. Involuntary Liens. LICENSEE shall not commit or suffer any act or neglect which results in the Premises or any improvement thereon becoming subject to any involuntary attachment, lien, charge, or encumbrance, and shall indemnify, defend, and hold LICENSOR harmless from and against all attachments, liens, charges, encumbrances, and all resulting expenses affecting the Premises and caused by LICENSEE.
17. Dwelling Restrictions. The construction or placement of any structure on the Premises for residential purposes is strictly prohibited. LICENSEE, its agents, employees, and invitees shall not use the Premises as a temporary or permanent residence.
18. Non-Discrimination. LICENSEE shall not use the Premises, nor permit the Premises to be used in support of, any policy that unlawfully discriminates against anyone based upon creed, color, national origin, sex, or a physical handicap. LICENSEE shall not practice any unlawful discrimination based upon creed, color, national origin, sex, or a physical handicap.
19. Breach or Default. It is expressly agreed that this License is contingent upon the continuing condition that, if LICENSEE fails to observe or perform substantially the provisions contained herein, and if LICENSEE does not commence to cure, and diligently continue to attempt to cure, such default within sixty (60) days, or thirty (30) days where the default involves a failure to make timely license fee payments, after delivery by LICENSOR of a written notice of such failure by personal service or by registered or certified mail to LICENSEE; or, if LICENSEE becomes bankrupt or insolvent or files any debtor proceedings or takes or has taken against it for good cause any proceedings of any kind or character whatsoever under any provision of the Federal Bankruptcy Code seeking readjustment, rearrangement, postponement, composition, or reduction of

LICENSEE's debts, liabilities or obligations; then, in any such event, LICENSOR may, at its option, to the extent permitted by law, cancel this License and thereupon take immediate possession of the Premises, after a reasonable time or pursuant to any right of action which LICENSOR may have.

20. Acceptance of Rent Not a Waiver. The acceptance of rent by LICENSOR shall not be deemed a waiver of any breach by LICENSEE of any term, covenant, or condition of this License, of LICENSOR's right to re-entry for breach of covenant, or of LICENSOR's right to declare and enforce a forfeiture for any breach; and the failure of LICENSOR to insist upon strict performance of any term, covenant, or condition, or to exercise any option conferred herein, shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or option.
21. Security Deposit. LICENSEE shall deposit with LICENSOR an amount equal to six times the monthly license fee as security for the faithful performance of all of these terms and conditions payable in 3 equal monthly payments, with the initial installment beginning upon execution of the lease. The deposit will be returned to LICENSEE upon termination of this License, but only after all of the terms and conditions of this License Agreement have been observed and performed. The Security Deposit will be adjusted to reflect the License Fee determined during Reopening, as specified in paragraph 5.
22. Assignment. Except as expressly provided in this License, this License is not transferable. At no time during the term of the License shall LICENSEE assign, mortgage, or pledge its interest in this License, or its interest in the improvements now or hereafter erected on the Premises, without the prior written consent of LICENSOR, which consent may be withheld in LICENSOR'S sole discretion.
23. Liability Insurance. LICENSEE shall procure and maintain during the entire period of this License a policy or policies of commercial general liability insurance sufficient to protect it from and against any liability for all claims for personal injury, death, and property damage which may arise out of the exercise of rights granted herein. The policy or policies shall cover the entire Premises, including all buildings, structures, improvements, and grounds and all roadways or sidewalks on or adjacent to the Premises in the control or use of LICENSEE. The minimum limit of said policy or policies shall not be less than \$500,000.00 for each occurrence and \$1,000,000.00 aggregate,

with an insurance company or companies licensed to do business in the State of Hawaii.

LICENSEE, prior to entry and use of the Premises or within fifteen (15) days from the effective date of its License, whichever is sooner, shall furnish LICENSOR with a certificate(s) showing the policy(ies) to be initially in force, keep the certificate(s) on deposit during the entire term of the License, and furnish like certificate(s) upon each renewal of the policy(s). The certificate(s) for such insurance shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy shall name LICENSOR as an additional insured.

LICENSOR shall retain the right at any time to review the coverage, form, and amount of the insurance required by this License. If, in the opinion of LICENSOR, the insurance provisions in this License do not provide adequate protection for LICENSOR, LICENSOR may require LICENSEE and any permitted sub-licensee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. LICENSOR's requirements shall be reasonable and shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. LICENSOR shall notify LICENSEE in writing of changes in the insurance requirements and LICENSEE shall deposit copies of acceptable insurance policy(ies) or certificate(s) thereof with LICENSOR incorporating the required changes within thirty (30) days of LICENSEE's receipt of the notice from LICENSOR requiring the same.

The procuring of the required policy(ies) of insurance shall not be construed to limit LICENSEE's liability under this License. Notwithstanding the policy(ies) of insurance, LICENSEE shall be obligated for the full and total amount of any damage, injury, or loss caused by LICENSEE's negligence or neglect connected with this License.

24. Property Insurance. At all times during the term of this License, LICENSEE shall at its own cost and expense keep any state-owned improvements, which are located on the Premises and which are identified by LICENSOR prior to the commencement date of this License Agreement (but which are not licensed to the

Future Coop pursuant to the MOA), insured against loss or damage by fire and other hazards, casualties, and contingencies for the full insurable value of those improvements. The policy shall name LICENSOR as an additional insured.

LICENSEE shall furnish to LICENSOR on or before the commencement date of its License a certificate showing such policy(ies) to be in full force and effect and shall furnish a like certificate upon each renewal of the policy(ies). Each certificate shall contain or be accompanied by an assurance of the insurer not to cancel the insurance, limit the scope of the coverage, or fail or refuse to renew the policy(s) until after thirty (30) days written notice has been given to LICENSEE, except that, in the event this License is terminated, said insurance may be terminated on the same date as the License. The policy(ies) shall also provide that all rights or claims of subrogation against the State of Hawaii, its officers, employees, and agents are waived.

25. Right to Enter. LICENSOR reserves the right for its agents or representatives, at all reasonable times during the term, to enter and cross any portion of the Premises at any time for the purpose of performing any public or official duties.
26. Inspection of Premises. LICENSEE shall permit LICENSOR and its agents or representatives, at all reasonable times during the term, to enter the Premises and examine the state of repair and condition thereof and the improvements, equipment, chattels, books, and records of LICENSEE in connection with the administration of this License.
27. Surrender. At the end of the term or other sooner termination of this License, LICENSEE shall peaceably deliver unto LICENSOR possession of the Premises, together with all improvements existing or constructed thereon, unless provided otherwise in this License. Furthermore, upon the expiration, termination, or revocation of this License, should LICENSEE fail to remove any and all of LICENSEE's personal property from the Premises, LICENSOR may remove or dispose of any and all personal property from the Premises and either deem the personal property abandoned and dispose of the personal property or place such personal property in storage at the cost and expense of LICENSEE. LICENSEE shall pay all costs and expenses for removal, disposal, transporting, and storage of LICENSEE's personal property. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

28. Withdrawal for Public Purpose; Condemnation.

A. Withdrawal for a Public Purpose. LICENSOR shall have the right to withdraw the Premises, or any portion thereof, at any time during the term of this License with reasonable notice and without compensation, except as provided herein, for public uses or purposes, for constructing new roads or extensions, or changes in line or grade of existing roads, for rights-of-way and easements of all kinds, and the Premises shall be subject to the right of LICENSOR to remove soil, rock, or gravel as may be necessary for the construction of roads and rights-of-way within or without the Premises; provided that, upon any withdrawal or taking which causes any portion of the Premises to become unusable for the specific use or uses for which it was licensed, the base annual rent shall be reduced in proportion to the value of the Premises withdrawn or made unusable. If any permanent improvement constructed upon the land by LICENSEE is destroyed or made unusable in the process of any withdrawal or taking, the proportionate value thereof shall be paid by LICENSOR to LICENSEE based upon the unexpired term of this License; provided that no withdrawal or taking shall be had as to those portions of the Premises which are then under cultivation with any trees or crops until such trees or crops are harvested, unless LICENSOR pays to LICENSEE the value of the trees and crops; and provided further that, upon any withdrawal or taking, LICENSEE shall be compensated for the present value of all permanent improvements in place at the time of withdrawal or taking that were legally constructed upon the Premises by LICENSEE being withdrawn or taken or that are made unusable because of such withdrawal or taking.

If any withdrawal or taking in LICENSEE's reasonable determination makes the Premises unusable by LICENSEE for the purposes and uses for which LICENSEE is then using the Premises, LICENSEE shall have the right to terminate this License Agreement, without waiving any other rights of LICENSEE by reason of such withdrawal or taking.

B. Condemnation. If at any time, during the term of this License Agreement, any portion of the Premises shall be condemned or required for public purposes by the Federal government or any county or city and county, or any governmental agency of either, the base annual license fee and any other charges under this License Agreement, including LICENSEE's proportionate share of Common Infrastructure Improvement Costs, shall be reduced in proportion to the value of the portion of the Premises condemned. LICENSEE shall be entitled to receive from the condemning

authority (a) the value of growing crops, if any, which LICENSEE is not permitted to harvest, and (b) the proportionate value of LICENSEE's permanent improvements so taken in the proportion that it bears to the unexpired term of the License Agreement; provided, that LICENSEE may, in the alternative, remove and relocate its improvements to the remainder of the Premises occupied by LICENSEE. LICENSEE shall not by reason of the condemnation be entitled to any claim against the LICENSOR for compensation or indemnity for the license interest and all compensation payable or to be paid for or on account of the land comprising the Premises by reason of the condemnation shall be payable to and be the sole property of the LICENSOR. The foregoing rights of LICENSEE shall not be exclusive of any other rights to which LICENSEE may be entitled by law, and LICENSEE shall have the right to claim and recover from the condemning authority, but not from LICENSOR, such compensation as may be separately awarded or recoverable in LICENSEE's own right on account of such condemnation of LICENSEE's interest under this License Agreement and any improvements constructed by LICENSEE on the Premises. Where the portion of the Premises taken renders the remainder of the Premises unsuitable for the use or uses for which the Premises were licensed, LICENSEE shall have the option to surrender this lease and be discharged and relieved from any further liability; provided, that LICENSEE may remove the permanent improvements constructed, erected, and placed by it within any reasonable period allowed by the LICENSOR.

29. Inspection by Prospective Bidders. For purposes of informing and apprising that person or persons of the condition of the Premises preparatory to the proposed disposition thereof at the expiration of the term or earlier termination of this License Agreement, LICENSOR shall have the right to authorize any person or persons to enter upon and inspect the Premises at all reasonable times following an announcement at any of LICENSOR's public meetings of any proposed disposition of the Premises; provided, however, that any entry and inspection shall be conducted during reasonable hours after notice to enter is first given to LICENSEE, and shall, if LICENSEE so requires, be made in the company of LICENSEE or designated agents of LICENSEE.
30. Extension of Time. Notwithstanding any provision to the contrary, wherever applicable, LICENSOR, for good cause shown, may allow additional time beyond the time or times specified herein in which LICENSEE may comply, observe, and perform any of the terms, conditions, and covenants contained in this License.

31. Quiet Enjoyment. LICENSOR covenants and agrees with LICENSEE that, upon payment of rent at the times and in the manner specified and upon the observance and performance of the covenants, terms, and conditions hereof on the part of LICENSEE to be observed and performed, LICENSEE shall have, hold, possess, and enjoy the Premises for the term that the same are licensed to LICENSEE hereunder, without hindrance or interruption by LICENSOR or any other person or persons lawfully claiming by, through, or under LICENSOR.
32. Abandonment and Termination. If, after putting the Premises into service, LICENSEE abandons or ceases to use the Premises for a period of four (4) or more consecutive months, LICENSOR shall have the right to terminate this License Agreement. Any abandonment, termination, or cessation shall not affect or release any liability of LICENSEE at such time existing by reason of a breach of any of the terms hereof.
33. Non-warranty. LICENSOR does not warrant the condition of the Premises, as the same is being licensed "as is." LICENSEE assumes all risks incident to its use. Notwithstanding the foregoing or any other provision of this License Agreement, LICENSEE does not assume liability or responsibility for any hazardous material claims resulting from, arising out of, or relating to any hazardous materials on the Premises or hazardous discharge occurring prior to the date of this License Agreement, and LICENSOR (and/or LICENSOR's predecessors in interest) shall be solely responsible for and in respect of any such hazardous materials claims.
34. LICENSEE's Risk. Any and all goods, wares, farm supplies, produce, equipment, and personal property of any kind or description that may be on the Premises at any time during the term of this License Agreement, regardless of ownership of such property, shall be at the sole risk and hazard of LICENSEE, and LICENSOR shall not be liable or responsible for any loss thereof or damage thereto caused by theft, vandalism, weather, water, defective electric wiring, fire, or by any other cause whatsoever.
35. Applicable Law; Severability. This License shall be governed by and interpreted in accordance with the laws of the State of Hawaii. If any provision of this License is held to be invalid or unenforceable, the validity or enforceability of the other provisions shall remain unaffected.

36. Costs of Litigation. If LICENSOR shall be made a party to any litigation commenced by or against LICENSEE (other than condemnation proceedings), without any fault on LICENSOR's part, LICENSEE shall pay all costs and expenses incurred by or imposed on LICENSOR, including, but not limited to, attorney's fees; furthermore, LICENSEE shall pay all costs and expenses which may be incurred by or paid by LICENSOR in enforcing the covenants and agreements of this License, in recovering possession of the Premises, or in the collection of delinquent license fees, taxes, and any and all other charges.

If LICENSEE shall be made a party to any litigation commenced by or against LICENSOR (other than condemnation proceedings), without any fault on LICENSEE's part, LICENSOR shall pay all costs and expenses incurred by or imposed on LICENSEE, including, but not limited to, attorney's fees; furthermore, LICENSOR shall pay all costs and expenses which may be incurred by or paid by LICENSEE in enforcing the covenants and agreements of this License; PROVIDED THAT, any such litigation arises out of any damage or personal injury resulting from wrongful or negligent acts or omissions of LICENSOR or LICENSOR's employees or agents while acting within the scope of their employment, and LICENSOR's liability for such damage or injury has been determined by a court or otherwise agreed to by LICENSOR. Unless otherwise determined by a court, LICENSOR shall pay for such costs and expenses to the extent that funds therefor have been authorized and appropriated by the Legislature of the State of Hawaii for such purpose and such funds have been allocated therefor by the executive budget process of the State of Hawaii.

37. Indemnity. LICENSEE shall indemnify, defend, and hold harmless the State of Hawaii, LICENSOR, and their officers, employees, and agents from and against any claim or demand for loss, liability, damage, cost, expense, and attorneys' fees, including claims for property damage, personal injury, or wrongful death (collectively, the "Claims") arising out of any occurrence on the Premises and roadways adjacent thereto, or occasioned by any act or nuisance made or suffered on the Premises, or by any accident or fire thereon, or growing out of or caused by any failure on the part of LICENSEE to maintain the Premises in a safe condition, or by any act or omission of LICENSEE, and from and against all actions, suits, damages, and claims by whomsoever brought or made by reason of the non-observance or non-performance of any of the terms, covenants, and conditions herein or the laws, ordinances, rules, and regulations of the federal, state, or county governments, with the exception of Claims arising out of the wrongful or negligent acts or

omissions of LICENSOR. The provisions of this paragraph shall survive the expiration or earlier termination of this License.

38. Hunting. No hunting shall be allowed on the Premises during the term of this License.
39. Boundary Stakeout. LICENSOR shall not be responsible or liable for the surveying or boundary stakeout of the Premises. LICENSEE shall be solely responsible for any survey and boundary stakeout of the Premises.
40. Fences. LICENSEE shall, wholly at its own cost and expense, fence the whole or portion of the outside perimeter of the Premises if such fencing shall be required by LICENSOR or shall be so required by any law now in force or that may hereafter be enacted and LICENSEE shall and will maintain in good order and condition throughout the period of this License the fences so constructed and those now existing on the Premises.
41. Drainage Easements. The Premises shall be subject to drainage and flowage easements now of record or otherwise existing under law as and to the extent that the same are applicable to the Premises as of the commencement date of this License Agreement. The easement area(s) shall not be altered or used for any purposes which may obstruct flow or reduce the effectiveness of the drainage way, except with LICENSOR's prior written consent which may be conditioned upon appropriate measures undertaken by LICENSEE to divert, re-direct, retain, or detain any storm waters in a manner approved by LICENSOR. LICENSEE shall accept the storm runoff draining into and through the easement area(s), respectively, and shall be responsible for the maintenance and protection of the drainage easements against deterioration or loss of functional effectiveness.
42. Roadway and Utility Easements. The Premises shall be subject to all existing roadway and utility easements, which easements shall be in favor of property owners served by such easements, and to any and all access and other easements over and across the Premises in favor of the Future Coop or any successor or substitute entity (including LICENSOR) necessary and appropriate for the operation and maintenance of the common infrastructure serving the Property, including the Premises; provided that LICENSEE may cross and may have access over and upon all such easements located on the Premises at any point.
43. Compliance with Laws. LICENSEE shall comply with the requirements of all federal, state, and county authorities and

observe all federal, state, and county laws, ordinances, and rules pertaining to the Premises which are now in force or later may be in force.

44. Environmental Regulations. LICENSEE shall comply with all applicable federal, state, and county environmental impact regulations, including but not limited to Chapter 343, Hawaii Revised Statutes, as amended, and rules governing historic preservation. LICENSEE shall be responsible for obtaining all necessary federal, state, or county clearances.
45. Hazardous Materials. LICENSOR remains responsible for addressing any issue identified as having occurred prior to or during Del Monte Corporation's occupancy of the Premises as reported in the Phase 1 Environmental Assessment prepared by Bureau Veritas dated September 30, 2011 ("BV Report"). Any environmental issue occurring on Premises after the date of this License Agreement shall be the responsibility of LICENSEE.

- (a) During the term of this License, LICENSEE shall not cause or permit the escape, disposal, or release of any hazardous materials, except as permitted by law. LICENSEE shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of LICENSEE's business, and then only after written notice is given to LICENSOR of the identity of such materials and upon LICENSOR's consent, which consent may be withheld at LICENSOR's sole and absolute discretion. LICENSOR may, upon reasonable request and for reasonable cause, require testing of the Premises to ascertain whether or not there has been any release of hazardous materials by LICENSEE. In the event that the results of such testing establish that there has been a release of hazardous materials on the Premises by LICENSEE, LICENSEE shall, in addition to LICENSEE's other obligations hereunder, be responsible for the cost of such testing.

LICENSEE shall execute affidavits, representations, and the like from time to time at LICENSOR's request concerning LICENSEE's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by LICENSEE. If LICENSEE at any time becomes aware of any past, present, or

contemplated hazardous discharge or of any hazardous materials claims with respect to the Premises (other than those already disclosed in the BV Report) which could subject LICENSOR, LICENSEE, or the Premises to any liability or restrictions on ownership, occupancy, transferability, or use of the Premises under any hazardous materials laws, LICENSEE shall immediately advise LICENSOR thereof in writing and provide to LICENSOR such detailed reports thereof as may be reasonably requested by LICENSOR. LICENSOR shall have the right, in its sole discretion, to join and participate in, any settlements, remedial actions, or legal proceedings or actions initiated with respect to any hazardous materials claims.

- (b) LICENSEE shall be responsible for and shall indemnify, defend, and hold harmless LICENSOR and its employees, agents, successors, and assigns from and against any loss, damage, cost, expense, or liability directly or indirectly arising out of or attributable to the generation, manufacture, treatment, handling, refining, production, processing, storage, release, threatened release, discharge, disposal, or presence of hazardous materials occurring on, under, or about the Premises during the term of this License, including, without limitation: (1) all foreseeable and unforeseeable consequential damages; (2) the costs of any required or necessary repair, clean-up, or detoxification of the Premises and of the preparation and implementation of any closure, remedial, or other required plans; (3) the costs of LICENSOR's investigation and handling of any hazardous materials claims, whether or not any lawsuit or other formal legal proceeding shall have been commenced with respect thereto; (4) the costs of LICENSOR's enforcement of this covenant, whether or not a lawsuit is brought therefore; and (5) all reasonable costs and expenses incurred by LICENSOR in connection with clauses (1), (2), (3), and (4) including, without limitation, reasonable attorney's fees.

- (c) The provisions of this paragraph shall survive the expiration or earlier termination of this License.

46. Level One (1) Hazardous Waste Evaluation. At any time during the term or upon termination of this License, LICENSOR, for good cause, may require LICENSEE to conduct at LICENSEE's own expense, a Level One (1) Hazardous Waste Evaluation and a

complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the State Department of Health, the State Department of Agriculture, and the State Department of Land and Natural Resources, of any hazardous materials and hazardous materials claims attributable to the discharge of any hazardous materials on the Premise during the term of this License. The termination of this License will not be approved by LICENSOR unless this evaluation and abatement provision have been executed where required. This provision shall survive and continue in effect after termination of this License.

47. Soil Erosion. LICENSEE shall not engage in any activity that may result in soil erosion from water or wind. LICENSEE shall control soil erosion as completely as practicable by strip cropping and contouring, by filling in or otherwise controlling small washes or ditches that may form, and by adopting practices recommended by the Natural Resource Conservation Service (NRCS). Prior to the termination of this License, LICENSEE shall provide to LICENSOR a NRCS approved erosion control plan. The termination of this License will not be approved by LICENSOR unless LICENSEE is in full compliance with such plan to the satisfaction of NRCS and LICENSOR.
48. Encumbrances. This License is subject to all existing recorded and unrecorded encumbrances. At any time during the term of this License, LICENSOR may create easements and encumbrances upon the Premises in addition to any easements and encumbrances which currently affect the Premises, provided that any such new easements or encumbrances do not unreasonably restrict or interfere with LICENSEE's use of the Premises.
49. Interpretation. The use of any gender shall include all genders. If there is more than one LICENSEE, all words used in the singular shall extend to all LICENSEES.
50. Paragraph Headings. The article and paragraph headings herein are inserted only for convenience and reference and shall in no way define, describe, or limit the scope or intent of any provision of this License.
51. [Reserved.]
52. [Reserved.]
53. Exhibits - Incorporation in License. All Exhibits referred to in this License are attached to this License and are hereby deemed incorporated by reference.

SPECIAL CONDITIONS:

54. Exclusion of Animals from Forest Lands. LICENSEE shall at all times during the License term keep its cattle, horses, and other grazing animals out of any forest reserve, if any, adjacent to the Premises and shall take all reasonable precautions to prevent forest fires, and, in the event fires occur, it shall use all reasonable means at its command or under its control to have the fires speedily extinguished.
55. Commercial Operations. LICENSEE, its employees, customers, guests, agents, and/or invitees shall not display or offer for sale or sell any article(s) or merchandise whatsoever within the Premises without the prior written approval of LICENSOR and upon such terms and conditions established by LICENSOR. No commercial activities whatsoever, including activities such as feedlots (excepting a private feedlot designed to feed LICENSEE's own cattle), dairy milking parlors, or boarding of horses, are permitted without the prior written approval of LICENSOR.
56. Abandoned Vehicles. LICENSEE shall take all steps necessary to prevent the placing or storing of abandoned vehicles within the Premises. Any and all abandoned vehicles within the Premises shall be removed by LICENSEE at LICENSEE's cost and expense.
57. Removal of Trash. LICENSEE shall be responsible for the removal of all illegally dumped trash within the Premises at LICENSEE's cost and expense.
58. Prehistoric and Historic Remains. In the event any unanticipated historic, prehistoric, or archaeological sites or remains, such as shell, bone, or charcoal deposits, human burials, rock or coral alignments, pavings, or walls are found on the Premises, LICENSEE and LICENSEE's agents, employees, and representatives shall immediately stop all land utilization and/or work and contact the Historic Preservation Office in compliance with Chapter 6E, Hawaii Revised Statutes, and shall notify LICENSOR of these events.
59. Land Clearing. The Premises have not had a completed archaeological inventory survey. If land clearing or land alteration should need to occur in gulches or wastelands (gullies, valleys, ridges, and mountains), the State Historic Preservation Division (SHPD) shall be contacted prior to any work. A field check will be required and shall be performed by

the SHPD staff archaeologist prior to any work. Clearing by hand is the preferred method of work. If the alteration activity is on a large or significant scale or historic sites are found, then LICENSEE shall have an archaeologist inventory survey performed by a qualified archaeologist prior to any work. A report documenting the archaeological work shall be submitted to the HPD for review and approval. The report shall include:

1. detailed drawings of burials and deposits to scale,
2. sketches and photographs of all artifacts,
3. analyses of all perishable and datable remains,
4. stratigraphic profiles that are drawn and made to scale,
5. an overall map of the project area, which includes the location of all historic sites,
6. initial significance evaluations for each historic site found, and
7. documentation on the nature and age of historic sites.

If significant historic sites are found, then proposed mitigation or preservation plans must be submitted for review and approval.

If burials are discovered, a burial treatment plan shall be prepared for burial discoveries encountered during work, all in accordance with Hawaii Revised Statutes Section 6E-43.

60. Justification of sureties. The bonds that are required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as a surety in the State of Hawaii, or by no less than two personal sureties, corporate or individual, for which justifications shall be filed as provided in section 78-20, HRS; provided that the LICENSEE may furnish a written bond in the same amount and with the same conditions, executed by it alone as obligor, or, in lieu of any surety or sureties, the LICENSEE shall furnish and at all times thereafter keep and maintain any of the forms of financial guarantee of performance that is approved by the LICENSOR.

61. Conservation Easement for Agricultural Preservation. LICENSEE shall be aware that the Property is encumbered by a Grant of

Conservation Easement For Agricultural Preservation, between The Trust for Public Land, a California nonprofit public benefit corporation, and the City and County of Honolulu, a Hawai'i municipal corporation ("C&C Honolulu"). To the extent applicable to the Premises, LICENSEE shall be in full compliance with the conditions and restrictions specified in the easement.

62. Audits. LICENSOR reserves the right, for purposes of conducting an audit, to examine, and to make copies of all books, accounts, records, and receipts of LICENSEE concerning its operations under this License.
63. Land Swapping. LICENSEE is allowed, but shall not be obligated, to swap land for uses consistent with its land utilization plan with any other licensees or revocable permit holder of any portions of the Property at no cost to LICENSEE.
64. Passage and Access. LICENSEE shall not impede or restrict passage or access by other licensees or the Future Coop and its agent to other areas of the Property or to any common infrastructure serving the Property or any part thereof (including the Premises) that may be located on the Premises.
65. Holding Over. Any holding over by LICENSEE after the expiration of the term of this License with the consent of LICENSOR shall be construed to be a tenancy from month-to-month at the rent herein provided for the last year of the term of this License and shall otherwise be on the terms and conditions herein specified, so far as applicable.
66. Cropping Changes. LICENSEE shall consult with and obtain prior approval from LICENSOR before adding or making changes to the type of crops to be grown as specified in its original business plan submitted with the license application.
67. Recordation. LICENSOR and LICENSEE agree that this License Agreement or a short form or memorandum hereof may be recorded in the Bureau of Conveyances of the State of Hawaii or with the Assistant Registrar of the Land Court of the State of Hawaii, as applicable, to give notice of this License Agreement to third parties and of the license of the Premises granted hereunder by LICENSOR to LICENSEE for the term specified herein.
68. Soil and Water Conservation Plan. LICENSEE shall submit to LICENSOR a copy of its approved soil and water conservation plan within one year of the date of the execution of this License. LICENSEE shall submit a revised soil and water conservation plan to LICENSOR if

LICENSEE makes changes to its initial planting or harvesting practices which require terrain alteration.

68. Water Infrastructure User Agreement. LICENSOR has entered into an agreement with Dole Food Company, Inc. (Dole) on behalf of LICENSEE for purposes of delivering non-potable irrigation water to the Parcel. A Water Infrastructure User Agreement is attached hereto as an Addendum and incorporated by reference in this License. Neither LICENSOR nor Dole guarantees the availability of water. LICENSOR shall invoice LICENSEE every month for the previous month of service. Payment shall be due on the 15th of the month after the date of invoice. A monthly late fee of 5% on any past-due balance shall be assessed for each month of delinquency.
69. Good Agricultural Practices. LICENSEE shall submit to LICENSOR a copy of its approved Good Agricultural Practices (GAP) Certification within two years of the date of the execution of this License.
70. Land Preparation, Debris Removal and Water Storage Credit. The Licensee may be eligible for a one-time rent credit not to exceed the equivalent of six (6) months of full-rate base rent, as reimbursement for verified costs incurred for land preparation, debris removal, and installation of a water storage system (collectively, the "Approved Improvements"). The credit shall be subject to the following conditions:
 1. Licensee shall submit to Licensor itemized invoices, receipts, and photographic documentation of all work completed;
 2. The Licensor shall conduct an inspection and written acceptance of the Approved Improvements prior to applying any rent credit;
 3. The total rent credit shall be based on verified costs and shall not exceed six (6) months of full-rate base rent under this License;
 4. All Approved Improvements shall be deemed permanent improvements to State property and shall become the property of the Licensor upon completion, without further obligation for reimbursement;
 5. Except for the one-time rent credit authorized under this section, the Licensor shall not be responsible for any future costs associated with land preparation, debris removal, maintenance, or replacement of the Approved Improvements; and
 6. This credit shall be one-time only, and shall not establish any precedent or continuing obligation for future credits, offsets, or reimbursements unless approved in writing by the Licensor.

71. [Reserved.]

DEFINITIONS

As used in this License Agreement, unless the context otherwise requires:

"Diversified agriculture" means the conduct of activities concerned with the production and marketing of nursery products and horticultural crops such as vegetables, melons, orchards, flowers, foliage, and others, including activities related thereto, and shall include aquaculture, but shall not include any livestock or poultry operations.

"Property" means the approximately 1,227 acres of land situated in Wahiawa, Oahu, Hawai'i, bearing Tax Map Keys: (1)7-1-001:002, 003, 005, 012, 028, and (1)6-5-002:010 and 025.

"Premises" includes the land hereby licensed by LICENSOR to LICENSEE and all buildings and improvements now or hereinafter constructed and installed thereon except for any buildings or improvements specifically excluded from the description of the Premises in the License Agreement.

"Sub-licensing," includes any long-term or short-term rental of the property to a third party.

"Drainage easements" and "flowage easements" mean natural or improved drainage courses that serve to convey stream flows from one point to another.

"Hazardous materials" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, including any and all flammable explosives, radioactive materials, asbestos, petroleum and oil and their products, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or by-law, whether existing as of the date hereof, previously enforced, or subsequently enacted.

"Hazardous discharge" means any event involving the use, deposit, disposal, spill, release, or discharge of any hazardous materials on, within, or under the Premises.

"Hazardous materials claims" means and includes: (i) any and all enforcement, clean-up, removal, mitigation, or other

governmental or regulatory actions instituted or, to the best of LICENSEE's knowledge, contemplated or threatened, with respect to the Premises pursuant to any hazardous materials laws, and (ii) any and all claims made or, to the best of LICENSEE's knowledge, contemplated or threatened by any third party against LICENSEE or the Premises seeking damages, contribution, cost recovery, compensation, injunctive relief, or other relief resulting from any hazardous discharge or from the existence of any hazardous materials on, within, or under the Premises.

"Hazardous materials laws" means and includes all federal, state, and local laws, ordinances, and regulations now or hereafter in effect relating to environmental conditions, industrial hygiene and/or hazardous materials on, within, under, or about the Premises, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq., the Hazardous Materials Transportation Act 49 U.S.C. §1801, et seq., the Clean Water Act, 33 U.S.C. §1251, et seq., the Clean Air Act, 42 U.S.C. §7401, et seq., the Toxic Substances Control Act, 15 U.S.C. §§2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. §§300f through 300j, the Emergency Planning and Community Right-To-Know Act, 42 U.S.C. §§11011 through 11050, the Environmental Response Law, Chapter 128D, Hawaii Revised Statutes, and any similar state or local laws, ordinances, and the regulations now or hereafter adopted, published, and/or promulgated pursuant thereto.

"LICENSEE" includes LICENSEE, its heirs, personal representatives, executors, administrators, successors, and permitted assigns.

"Waste" includes (1) permitting the Premises or any portion thereof to become unduly eroded or failure to take proper precautions or make reasonable effort to prevent or correct same; (2) permitting any material increase in noxious weeds or alien plant species in or on the Premises or any portions thereof; (3) failure to employ all of the usable portions of the Premises; and (4) abandonment of the Premises.

"Days" shall mean calendar days, unless otherwise specified.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed this _____ day of _____, 20____.

LICENSOR

STATE OF HAWAII,
AGRIBUSINESS DEVELOPMENT
CORPORATION

APPROVED AS TO FORM:

By _____
Its Executive Director

Deputy Attorney General

LICENSEE

SAMART KHOTWONGTHONG, an individual

By _____
SAMART KHOTWONGTHONG

Date _____

STATE OF HAWAII)
) ss.
 CITY & COUNTY OF HONOLULU)

On this ____ day of _____, 2025, before me appeared **Wendy L. Gady**, to me personally known, who, being by me duly sworn, did say that he is the Executive Director of the STATE OF HAWAI'I, AGRIBUSINESS DEVELOPMENT CORPORATION, a State Agency of the State of Hawai'i; and that said instrument was signed on behalf of said agency by authority of its Statutes; and said Wendy L. Gady acknowledged said instrument to be the free act and deed of said Agency of the STATE OF HAWAII.

Name: _____

Notary Public, State of Hawai'i

My commission expires: _____

(Notary Stamp or Seal)

| NOTARY CERTIFICATION STATEMENT | |
|---|--|
| Document Identification or Description: | License Agreement No. _____ |
| Document Date: _____ No. of Pages: _____ Jurisdiction (in which notarial act is performed): _____ | |
| Signature of Notary | Date of Notarization and Certification Statement |
| Printed Name of Notary | (Notary Stamp or Seal) |

STATE OF HAWAII)
) ss.
COUNTY OF)

On this _____ day of _____, 2025, before me personally appeared _____, personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Name: _____

Notary Public, State of Hawaii

My commission expires: _____

(Notary Stamp or Seal)

| <div> <div>NOTARY CERTIFICATION STATEMENT</div> </div> | |
|--|---|
| <div> <div>Document Identification or</div> <div>Description:</div> </div> | <div> <div>License Agreement No.</div> <div></div> </div> |
| <div> <div>Document Date:</div> <div></div> </div> | |
| <div> <div>No. of Pages:</div> <div></div> </div> | |
| <div> <div>Jurisdiction (in which notarial act is performed):</div> <div></div> </div> | |
| <div> <div>Signature of</div> <div>Notary</div> </div> | <div> <div>Date of</div> <div>Notarization and</div> <div>Certification</div> <div>Statement</div> </div> |
| <div> <div>Printed Name of Notary</div> <div></div> </div> | <div> <div>(Notary Stamp or Seal)</div> <div></div> </div> |

MEMORANDUM OF AGREEMENT
BETWEEN
STATE OF HAWAI'I AGRIBUSINESS DEVELOPMENT CORPORATION
AND
THE UNIVERSITY OF HAWAI'I

PROJECT: HAWAII FOOD AND PRODUCT INNOVATION NETWORK STATEWIDE PLANNING AND PHASING STUDY

This MEMORANDUM OF AGREEMENT (hereinafter referred to as "MOA") is executed on the respective dates indicated below and effective _____, by and between the STATE OF HAWAI'I AGRIBUSINESS DEVELOPMENT CORPORATION (hereinafter referred to as "ADC"), whose business address is 235 S. Beretania St., Suite 205, Honolulu, HI 96813, and the UNIVERSITY OF HAWAI'I (hereinafter referred to as "UH" or the "University"), whose business address is Bachman Hall, 2444 Dole Street, Honolulu, HI 96822, on behalf of the UNIVERSITY OF HAWAI'I COMMUNITY DESIGN CENTER (hereinafter referred to as "UHCDC"), whose business address is 2410 Campus Road, Room 101A, Honolulu, HI 96822. ADC and UH are each sometimes referred to herein individually as a "party" and collectively as the "parties."

1. BACKGROUND

In 2025, the Hawai'i State Legislature established the Food and Product Innovation Network (FPIN) within ADC to advance Hawai'i's agricultural and economic diversification goals (Act 237, Session Laws of Hawai'i 2025). The network's purposes are to: (1) allow businesses to capitalize globally on the "Hawai'i made", "made in Hawai'i", "produced in Hawai'i", "processed in Hawai'i" brand (per HRS §486-119); (2) create world-class products; and (3) help firms scale from R&D to commercialization by providing access to equipment and industry expertise. The network shall operate under a centralized coordination structure administered by the corporation to ensure alignment in standards, programming, and strategic direction across all facilities statewide. The law identifies partner members (e.g., UH Maui College FIC; UH Leeward CC Value-Added Center; foreign-trade zone in Hilo; plus future sites on Kaua'i, Hawai'i Island, and additional facilities on Maui, Moloka'i, and O'ahu) and directs the network to provide courses, product-development support, low-risk certified production, process-optimization advice, export compliance, entrepreneurship development, scaling pathways, research partnerships, and national/international engagement.

In 2024, UHCDC was contracted to assist the ADC with a strategic planning effort in order to envision and guide the development of the network over the short and long term. This process included researching best practices and precedents; identifying assets, opportunities, and markets; conducting stakeholder engagement; and developing a proof of concept for one initial pilot facility. The proof of concept study was completed in June 2025.

2. GOALS AND OBJECTIVES

Following completion of the initial proof of concept study in June 2025, UHCDC will assist ADC with the next phase of establishing the Hawai'i FPIN. This phase will focus on identifying and advancing two new pilot facility sites on islands designated by the agency in alignment with the goals outlined in Act 237 (2025). The establishment of these additional pilot facilities will require a coordinated planning effort to ensure that each site contributes to a cohesive, statewide network that supports Hawai'i's agricultural diversification, product innovation, and economic development. UHCDC will work with ADC to conduct site identification and evaluation, facilitate stakeholder engagement, and develop conceptual site and program frameworks along with preliminary cost estimates (the "Project"). This Project will also provide professional development opportunities for students at the University of Hawai'i.

3. AGRIBUSINESS DEVELOPMENT CORPORATION

Established in 1994, ADC's role is to protect the future of agriculture in Hawai'i by facilitating its transformation from a dual crop economy of sugar and pineapple to a multi-crop industry. Its mission is to acquire and manage, in partnership with farmers, ranchers and aquaculture groups, selected high-value lands, water systems and infrastructure for commercial agricultural use and to direct research into areas that will lead to the development of

new crops, markets and lower production costs. Its responsibilities include transitioning former plantation lands and water systems to diversified long-term agricultural use, initiating and developing diversified agriculture facilities, and finding innovative solutions for issues facing the agricultural industry today.¹

4. UNIVERSITY OF HAWAII COMMUNITY DESIGN CENTER

UHCDC is a service-learning program and teaching practice established and led by the UH School of Architecture, that provides a platform for applied research, planning, placemaking, and design involving UH faculty, staff, students, and partnered professionals across UH campuses, departments, and professional disciplines.

5. PROOF OF CONCEPT

Proof of Concept describes a scope of work that includes stakeholder involvement, applied research, conceptual planning, and design investigation that informs annual budget requests and procurement of design professionals. These services are preliminary and typically include but are not limited to a set of analyses, applied research, design schemes, criteria, and initial costs that assist with future project justification and project definition. Proof of Concept services are typically ahead of and not in lieu of design services provided by professional consultants. However; Proof of Concept services can be exercised concurrently with professional consultants to oversee the continuity of the Proof of Concept intents.

5. SCOPE OF WORK

UHCDC shall perform/oversee the following tasks:

Phase 1 Alignment

- Meeting #1 - Kick-off with ADC to introduce the Project team, review expectations and work plan.
- Conduct research and spatial analyses to identify and map potential site locations on islands designated by ADC.
- Evaluate existing state-owned and private assets (e.g., agricultural lands, food hubs, innovation centers, educational and research facilities) that could support FPIN operations.
- Develop preliminary site selection matrices based on land use compatibility, accessibility, infrastructure, community context, and regional market opportunities.
- Work with ADC to develop a list of external and internal stakeholders, including ADC tenants and staff, local producers, entrepreneurs, educators, and industry partners.

Phase 2 Engagement

- Develop outreach materials, briefing decks, and communication tools to inform and engage stakeholders across identified islands.
- Conduct community meetings, talk stories, and focus groups with local producers, entrepreneurs, educators, and industry partners to gather feedback on needs, capacities, and opportunities.
- Engage other stakeholders that include representatives from existing FPIN partners, UH campuses, local government, and industry sectors.
- Participate in relevant conferences, symposia, and partner convenings to share FPIN updates and gather insights from comparable innovation networks.

Phase 3 Synthesis and Plan Development

- Synthesize engagement findings and technical data into a comparative analysis of candidate sites.
- Develop conceptual site and program frameworks for pilot facilities, outlining each site's proposed focus areas, services, and relationship to the statewide FPIN.
- Align conceptual frameworks with FPIN's centralized coordination model, ensuring consistency in operations, standards, and statewide vision.

Phase 4 Design

- Prepare a summary report documenting process, findings, site evaluations, conceptual frameworks, and recommendations for two new pilot facilities.
- Develop cost estimates.
- Deliver presentation materials and visual documentation suitable for legislative briefings, stakeholder outreach, and Project justification.
- Coordinate hand-off of all materials to ADC and its professional planning and design team(s) for subsequent phases of design and implementation.

¹ DBEDT website, August 1, 2023: <https://dbedt.hawaii.gov/adc/about-us/>

6. TENTATIVE SCHEDULE AND DELIVERABLES

A work plan will be submitted at the beginning of the Project. Any revisions to the scope and schedule thereafter will be revised and submitted for approval by ADC's and UH CDC's principal representatives. Upon written approval of any revised work plan, it shall be incorporated into and become a part of this MOA.

| Month | Tasks | Deliverables |
|----------------|---|---------------------|
| Phase 1 | ALIGNMENT | |
| 1 | Meeting: Kick-off with ADC | Workplan |
| 1 | Conduct spatial and asset analysis | |
| 2 | Develop list of stakeholders | |
| Phase 2 | ENGAGEMENT | |
| 3 | Develop engagement materials | Outreach Plan |
| 3-4 | Conduct engagement meetings | Engagement Meetings |
| 4 | Site research and stakeholder alignment | |
| 5 | Share drafts and updates with ADC and statewide | Share-outs |
| Phase 3 | SYNTHESIS AND PLAN DEVELOPMENT | |
| 6 | Analysis of candidate sites | Draft Frameworks |
| 6-7 | Develop planning and report framework | |
| 7 | Align frameworks to FPIN model | |
| 8 | Plan revisions and draft packaging | |
| Phase 4 | DESIGN | |
| 9 | Share draft proof of concept with ADC | Draft POC |
| 9-10 | Finalize proof of concept | |
| 10 | Share summary report | Final Report |

7. EXCLUSIONS (NOT IN PROJECT SCOPE)

As-builts/ on-site measurements of existing buildings

Archeological Services

Life Cycle Cost Assessment

Engineering services (Civil, Surveyor, Structural, Electrical, Mechanical, Geotech/Soils, Acoustic, Traffic, Ocean, or other) other than what is indicated

Cultural or Environmental Assessment, EIS, EA, CIS

HAZMAT testing

LEED or other certification program services

Permitting services/Third Party Review

Topographic Survey

Testing (toning, water flow, water quality, or other)

Any other consultant or partner not listed above or in cost breakdown

Any presentation, submittal, service, or report not listed above

8. BUDGET AND PAYMENT SCHEDULE

The total price for this MOA shall not exceed THREE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$350,000.00). See the Budget and Payment Schedule, attached hereto and incorporated herein as Attachment 1. Total Project expenses will include a 12.5% overhead to support UH CDC and School of Architecture fiscal and administrative support, space, outreach, and communications.

Upon satisfactory completion of the work described above in Section 5 (Scope of Work) and Section 6 (Tentative Schedule and Deliverables), payments will be made in accordance with the Budget and Payment Schedule (Attachment 1). All UH expenditures shall comply with all University policies and procedures.

The University will invoice ADC for deliverables according to the payment schedule indicated in Attachment 1. ADC shall remit payment by check, funds transfer, or other mechanisms arranged and agreed upon by both parties in writing to University of Hawai'i School of Architecture, 2410 Campus Road, Room 200, Honolulu, HI 96822. Each payment must reference the invoice number and Project title for purposes of identification. Payments can be made by check to "University of Hawai'i" with UH CDC account #MA 3400259 in the memo line. Payments can also be

transferred directly into that account.

9. NO PARTNERSHIP

UH and ADC are independent contractors, and neither is an agent, joint venturer, or partner of the other. Each party shall maintain sole and exclusive control over its personnel and operations.

10. INTERGOVERNMENTAL COMMUNICATIONS

To provide for consistent and effective communication between UH and ADC, each party shall appoint a Principal Representative/Principal Investigator to serve as the central point of contact for communication on matters relating to services to be provided through this MOA. Principal Representatives may differ for different parts of the scope of work. A detailed work plan for each scope item will include the appropriate Principal Representative to serve as the central point of contact.

UH PRINCIPAL REPRESENTATIVE/PRINCIPAL INVESTIGATOR

Kara Kimi Makaiau
Principal Investigator
Senior Research Associate
2410 Campus Road Room 101A
Honolulu, HI 96822
(808) 956-4704
kmakaiau@hawaii.edu

ADC PRINCIPAL REPRESENTATIVES/POINTS OF CONTACT:

Wendy Gady
Executive Director
235 S. Beretania Street #205
Honolulu, HI 96813
(808) 586-0186
wendy.l.gady@hawaii.gov

Paulette Anela Akana
Climate Resilient Food Production Innovation Network (CRFPIN) Manager
235 S. Beretania Street #205
Honolulu, HI 96813
(808) 336-1895
paulette.a.akana@hawaii.gov

11. INTELLECTUAL PROPERTY

The parties shall confer in good faith to resolve any difference regarding ownership or use of intellectual property. If the differences are not resolved to their mutual satisfaction, any party may immediately terminate or rescind this MOA upon written notice to the other party.

The UH CDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved in the Project shall be credited for the appropriate scope of work provided in any public representation of the work or as agreed upon in the MOA.

The UH CDC, Principal Representatives/Principal Investigators, associated faculty, students, and partners involved in the Project shall have the right to include and represent this work in their academic and professional portfolios, conference papers and presentations, speaking events, awards or recognition related submittals, unless otherwise agreed upon.

ADC, pursuant to procurement regulations and requirements, shall have sole ownership of all work and products

generated and/or completed under this MOA, unless specified otherwise by written mutual agreement between ADC and UH.

12. AMENDMENT, MODIFICATION AND TERMINATION

This MOA may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOA by providing written notice to the other party. The termination shall be effective thirty (30) calendar days following written notice, unless a later date is set forth by mutual agreement. In the event of termination:

- UHCDC shall be responsible for the completion of deliverables specified in this MOA for work undertaken up to the point of receipt of a written notice to terminate this MOA, unless mutually agreed otherwise by the parties.
- UHCDC shall be responsible for transferring any on-going work to ADC as a result of the termination of the MOA.
- ADC shall be responsible for paying for any costs incurred and non-cancellable commitments for labor and completed deliverables made by UHCDC under this MOA up to the point of receipt of a written notice to terminate this agreement, unless mutually agreed otherwise by the parties.

13. EFFECTIVE DATE

This MOA shall be effective from the effective date as set forth above and shall remain valid until the Project is completed and all payments have been made, or until either party terminates the MOA, whichever comes first.

14. EXECUTION

The MOA may be executed by the parties in counterparts, all of which taken together shall be deemed one and the same instrument. Signatures transmitted by facsimile or via email in a PDF format shall have the same force and effect as original signatures on this MOA.

(The remainder of this page is left intentionally blank. Signature page(s) to follow).

15. APPROVALS

In Witness Whereof, the parties have caused this Memorandum of Agreement to be executed by their duly authorized representatives by their signatures below.

| FOR THE UNIVERSITY OF HAWAI'I | FOR THE AGRIBUSINESS DEVELOPMENT CORPORATION |
|--|--|
| By: _____ Wendy F. Hensel President, University of Hawai'i Date: | By: _____ Wendy Gady Executive Director Date: |
| RECOMMEND APPROVAL | APPROVED AS TO FORM |
| By: _____ Mo Zell Dean, UHM School of Architecture Date: | By: _____ Deputy Attorney General Date: |
| By: _____ Cathi Ho Schar Associate Professor, UHM School of Architecture Director, University of Hawai'i Community Design Center Date: | |
| By: _____ Kara Kimi Makaiau Principal Investigator, University of Hawai'i Community Design Center Date: | |

| Attachment 1: Budget and Payment Schedule | | | | | | | | |
|---|-------|------------|--------------|------------|--|--------------|-------------|--------------|
| 1/5/2026 | | | | | | | | |
| ADC Statewide FPIN POC | | | | | | | | |
| BUDGET AND PAYMENT SCHEDULE | | | | | | | | |
| Subject to all UH policies and procedures | | | | | | | | |
| STUDENTS | weeks | hours/week | rate | # | subtotal | fringe .73% | subtotal | totals |
| Phase 1 - Alignment | 8 | 15 | \$23.80 | 2 | \$5,712.00 | \$41.70 | \$5,753.70 | |
| Phase 2 - Engagement | 12 | 15 | \$23.80 | 2 | \$8,568.00 | \$62.55 | \$8,630.55 | |
| Phase 3 - Synthesis | 12 | 15 | \$23.80 | 2 | \$8,568.00 | \$62.55 | \$8,630.55 | |
| Phase 4 - Design | 10 | 15 | \$23.80 | 2 | \$7,140.00 | \$52.13 | \$7,192.13 | |
| Subtotal | | | | | | | | \$30,206.93 |
| STAFF | weeks | hours/week | rate | # | subtotal | fringe 59.5% | subtotal | |
| Phase 1 - Project Designer | 8 | 25 | \$33.00 | 2 | \$13,200.00 | \$7,854.00 | \$21,054.00 | |
| Phase 2 - Project Designer | 12 | 25 | \$33.00 | 2 | \$19,800.00 | \$11,781.00 | \$31,581.00 | |
| Phase 3 - Project Designer | 12 | 25 | \$33.00 | 2 | \$19,800.00 | \$11,781.00 | \$31,581.00 | |
| Phase 4 - Project Designer | 10 | 25 | \$33.00 | 2 | \$16,500.00 | \$9,817.50 | \$26,317.50 | |
| Phase 1 - Project Manager | 8 | 25 | \$48.00 | 1 | \$9,600.00 | \$5,712.00 | \$15,312.00 | |
| Phase 2 - Project Manager | 12 | 25 | \$48.00 | 1 | \$14,400.00 | \$8,568.00 | \$22,968.00 | |
| Phase 3 - Project Manager | 12 | 25 | \$48.00 | 1 | \$14,400.00 | \$8,568.00 | \$22,968.00 | |
| Phase 4 - Project Manager | 10 | 25 | \$48.00 | 1 | \$12,000.00 | \$7,140.00 | \$19,140.00 | |
| Phase 1-4 Admin Officer | 42 | 2 | \$33.00 | 1 | \$2,772.00 | \$1,649.34 | \$4,421.34 | |
| Subtotal | | | | | | | | \$195,342.84 |
| SUBCONTRACTORS | | | | | | | | |
| Graduate Research Assistant | | | | | \$33,250.00 | | | |
| Consultant (allowance) | | | | | \$12,000.00 | | | |
| Cost Estimate (allowance) | | | | | \$13,000.00 | | | |
| Subtotal | | | | | | | | \$58,250.00 |
| TRAVEL / STIPEND | | | | #travelers | subtotal | #trips | | |
| Site Visits - Neighbor island for engagement and pilot sites | | | | 4 | \$800.00 | 3 | \$9,600.00 | |
| Precedent Food Facility visits | | | | 1 | \$8,000.00 | 1 | \$8,000.00 | |
| Mileage | | | | | | | \$500.00 | |
| Subtotal | | | | | | | | \$18,100.00 |
| MATERIALS AND SUPPLIES | | | | | | | | |
| Start-up, software, meeting supplies | | | | | | | \$4,711.34 | |
| Subtotal | | | | | | | | \$4,711.34 |
| PUBLICATION/REPRODUCTION | | | | | subtotal | | | |
| Printing to cover all internal and external reproduction for marketing, meetings, workshops, or final documents | | | | | | | \$2,500.00 | |
| Subtotal | | | | | | | | \$2,500.00 |
| PROFESSIONAL DEVELOPMENT | | | | | | | | |
| Student and staff training, certifications, and conference fees | | | | | | | \$2,000.00 | |
| Subtotal | | | | | | | | \$2,000.00 |
| SUBTOTAL DIRECT COSTS | | | | | | | | \$311,111.11 |
| UHCDC OH (12.5%) | | | | | | | | \$38,888.89 |
| SUBTOTAL ALL COSTS | | | | | | | | \$350,000.00 |
| TOTAL | | | | | | | | \$350,000.00 |
| PAYMENT SCHEDULE | | | | Invoice | Due upon submittal of deliverables below: | | | |
| Payment 1 - Phase 1 | 0.50 | | \$175,000.00 | | Due upon execution of contract and submission of work plan | | | |
| Payment 2 - Phase 2 | 0.20 | | \$70,000.00 | | Due upon submittal of Phase 2 deliverables including engagement share out | | | |
| Payment 3 - Phase 3 | 0.20 | | \$70,000.00 | | Due upon completion of Phase 3 deliverables including draft proof of concept | | | |
| Payment 4 - Phase 4 | 0.10 | | \$35,000.00 | | Due upon submittal and presentation of all Project deliverables including Final Report | | | |

STATE OF HAWAII
**AGRIBUSINESS DEVELOPMENT
CORPORATION**

STAFF SUBMITTAL TO THE BOARD OF DIRECTORS
THURSDAY, JANUARY 15, 2026

Subject: Request Board approval to update the application form for land owned or managed by the Agribusiness Development Corporation.

Applicant: ADC Staff

Authority: Section §163D-4(a)(6), Hawaii Revised Statutes

Request Board approval to update the application form for land owned or managed by the Agribusiness Development Corporation.

REQUEST:

Request Board approval to update the application form for land owned or managed by the Agribusiness Development Corporation.

REMARKS & DISCUSSION:

Request Board approval for adjustments to the land application form. The changes are intended to clarify information required and improve the ease of use of the application for ADC farmland and property agreements.

RECOMMENDATION:

Based on the foregoing, it is recommended that the Board:

1. Approve the Request for the adjustments of the ADC land application.

Approved for Submittal:

Wendy Gady
Executive Director

Attachments

Exhibit A Application Form

STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION (ADC)
LAND APPLICATION FORM—FOR NEW APPLICANTS

Please complete all questions and submit two copies of the completed application form, including all required attachments, to the Agribusiness Development Corporation, 235 S. Beretania St. Ste #205, Honolulu, HI 96813.

PART I

1. TYPE OF REQUEST

- ☐ Revocable Permit (month-to-month, renewable, must be reissued annually)
- ☐ License
- ☐ Lease (requires survey and county subdivision approval)
- ☐ Right-of-Entry
- ☐ Easement (requires survey)
- ☐ Assignment of License/Lease/RP (see supplemental Request for Consent to Assignment Application Form)

2. IMPORTANT INFORMATION

The Agribusiness Development Corporation does not discriminate on the basis of race, color, sex, national origin, age, disability or any other class as protected under applicable State or Federal law in administration of its programs or activities.

Applicant must be a citizen of the United States and have resided in the State of Hawaii for at least three (3) years; or, if you are not a citizen of the United States, you must be a permanent status alien who has resided in the State of Hawaii for at least five (5) years. Citizen of the U.S.: Yes___ No___

If not a citizen, what is your status: _____

Resident in the State of Hawaii since: _____
(month/year)

If you are a U.S citizen and have resided in the State of Hawaii for less than three (3) years or a permanent status alien and have resided in the State of Hawaii for less than five (5) years, you do not meet the eligibility requirement to hold a State of Hawaii agricultural license. STOP HERE, DO NOT COMPLETE THIS APPLICATION!

Are you currently in arrears in payment of taxes or other financial obligations to the State of Hawaii, or to any of its counties? Yes___ No___

If yes, describe:

The applicant is being, or has been, displaced from other land on which they operate(d) an agribusiness. Yes___ No___

If yes, describe:

3. **APPLICANT**

A) Should a land disposition result from your application, the following information will be used in the preparation of the legal documents. Therefore, please include all applicable, full legal names and addresses, one for each person/entity (attach additional sheets as necessary).

Applicant name(s): _____

Mailing address: _____

No. and Street

City

State

Zip Code

Contact person: _____

Phone numbers: _____

Home

Cellular

Fax

E-mail

Signature: _____ Date: _____

B) **Applicant intends to hold title to the lease/license as:**

Type of /Ownership (check one):

Tenancy (check one, if applicable)

☐ Individual/Sole Proprietorship

☐ Tenant in Severalty

☐ Husband and Wife

☐ Joint Tenants

☐ Partnership*

☐ Tenants in Common

☐ Joint Venture

☐ Tenants by Entirety

☐ Association

☐ Corporation*

☐ Limited Liability Corporation*

☐ Limited Liability Partnership*

☐ Trust

☐ Non-Profit Corporation*

☐ Other (specify): _____

*For partnership, corporation, or other entity, the State under whose laws the entity was formed: _____

Persons representing a trust, association, partnership, corporation, or any other entity must provide evidence that they are so authorized to act on behalf of said entity.

C) **If Applicant is a partnership or joint venture, answer the following:**

1. Name, address, & percentage share owned by each partner or joint venture member:

Name

Address

Share

2. Date of Organization: _____
3. General or Limited Partnership (if applicable): _____
4. Recorded: Date: _____ County: _____ State: _____
5. Currently registered in Hawaii: Yes, as of: _____ No _____

D) If Applicant is a corporation, answer the following:

1. Date incorporated: _____
2. State or country of incorporation: _____
3. Authorized to do business in Hawaii: Yes, as of: _____ No _____
4. Provide the name, address, and shares of stock for each officer or director of the corporation (use additional sheets if necessary).

President: Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

Vice Pres: Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

Secretary: Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

Treasurer: Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

Other: Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

5. Provide the name, address, and shares of stock for each member of the corporation's Board of Directors (use additional sheets if necessary).

Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

Name: _____
 Address: _____
 Number of stock shares: _____ Percentage of shares: _____

6. Provide the name, address, and shares of stock for each principal stockholder who is not named above ("Principal stockholder" means an individual holding 10% or more of the outstanding stock of the corporation.)

Name: _____

Address: _____

Number of stock shares: _____ Percentage of shares: _____

Name: _____

Address: _____

Number of stock shares: _____ Percentage of shares: _____

Name: _____

Address: _____

Number of stock shares: _____ Percentage of shares: _____

E) If Applicant is a Limited Liability Company (LLC), answer the following:

1. State or country of formation: _____
2. Date of formation: _____
3. Registered to do business in Hawaii: Yes, as of: _____ No _____
4. Member-managed or manager-managed? _____
 Manager Name: _____
 Address: _____
 Percentage of ownership interest: _____

F) If the manager is an entity, describe the type of entity, where/when it was formed, and the entity's ownership and management (i.e. principal owners and their respective ownership interests, directors, officers, etc.)

G) Applicant must submit evidence (e.g., certified corporate resolutions) acceptable to the Executive Director, Agribusiness Development Corporation that Applicant is duly authorized to apply for the requested disposition of public land and, if the successful awardee, to enter into the lease. Applicant shall also identify the person(s) that will be authorized to submit an offer/bid on behalf of the Applicant at any public disposition.

H) If applying as an association, partnership, agricultural cooperative, corporation, or other entity, submit evidence that the organization is registered with the State Department of Commerce and Consumer Affairs and is authorized to do business in the State of Hawaii.

If a corporation or limited liability company, submit your Articles of Incorporation reflecting the date of filing, purpose of the organization, and the names of the stockholders, officers, and directors.

If an association, partnership, agricultural cooperative, or other entity, submit a copy of your Bylaws, Partnership Agreement, or other similar documents, as the case may be, and the names of the officers, directors and/or members.

I) List all State of Hawaii leases, permits, licenses, easements, sales, etc. to which Applicant has been a party to, including as a director, officer or shareholder.

| <u>Doc. No.</u> | <u>Type of Agreement</u> | <u>Term of Agreement</u> |
|-----------------|--------------------------|--------------------------|
| _____ | _____ | _____ |
| _____ | _____ | _____ |

- J) Attach tax clearances from both the State of Hawaii and the county in which the proposed land is situated. (**See APPENDIX C for more information.**)
- K) Is the Applicant registered with the U.S. Securities and Exchange Commission (SEC) and been a publicly traded corporation for at least the last three years?
Yes ____ No ____

If Yes, proceed directly to Part III of this Application and Qualification Questionnaire form. If No, complete all remaining questions.

5. **AGENT**

If you have an attorney, consultant or other person processing this request for you, please include the following information:

Agent name: _____

Agent address: _____
No. and Street

City/State Zip Code

Phone numbers: _____
Work Home Cellular

Fax E-mail address

6. **LOCATION AND AREA**

Island: _____

Town: _____ Tax Map Key: _____

Project Name or Location: _____

Approximate acreage requested: _____

If your request pertains to a specific parcel, please specify below:

Attach a location map showing a preliminary sketch or plot plan of your proposed project in relation to the tax maps.

7. **USE**

Fully describe the specific uses intended.

Describe any improvements you intend to place on the land and their approximate value:

PART II

1. **GENERAL INFORMATION**

- A. Are you 18 years of age or older? ____ Yes ____ No
- B. Have you, within the past five (5) years, had a previous sale, lease, license, permit or easement covering public lands cancelled for failure to satisfy the terms and conditions thereof? ____ Yes ____ No
- C. Do you owe any delinquent taxes or other obligations to the State or any of its counties? ____ Yes ____ No

2. **FARM STATUS**

Farming experience: No. of years: _____ Location: _____

Describe type of farming or crop(s): _____

Are you currently engaged in institutional sales or selling to any institutional buyers? If so, please explain. If not, would you be interested in participating in State institutional purchasing programs, such as Farm-to-School and other agency food programs?

More than five (5) years farming experience highly preferred.

Do you currently own or rent land for agricultural use? Rent ____ Own ____

When does your current lease expire? _____

Do you currently rent land for agricultural use from the State of Hawaii or any other government institution? Yes ____ No ____

If Yes, what type of agreement? Revocable Permit ____ License ____ Lease ____

Location: _____ Department: _____

Acreage: _____ Use: _____

Effective Date: _____ Expiration Date: _____

3. **Qualifications and Experience**

A. Indicate experience to qualify as a bona fide farmer as described by the Board of Agriculture and Biosecurity. For husband and wife, at least one individual shall qualify. For partnerships, joint ventures and corporations, "Applicant" in the following questions refers to the entity itself, and, therefore, only 1.A, 1.B, 1.G and 1.J below will apply.

1. Has the Applicant spent not less than two years, full-time, in farming operations? () Yes () No If yes, explain in Question 3.
2. Is the Applicant an owner-operator of an established farm conducting a substantial farming operation? () Yes () No If yes, explain in Question 3.
3. Has the Applicant, for a substantial period of the individual's adult life, resided on a farm and depended on farm income for a livelihood? () Yes () No If yes, explain (number of years, location, income, etc):

4. Is the Applicant an individual who has been a farm tenant or farm laborer or other individual, who has for the last two years obtained the major portion of their income from farming operations? () Yes () No If yes, explain in Question 3.
5. Does the Applicant have a college degree in agriculture? () Yes () No If yes, explain in Question 2.
6. Is the Applicant an individual who, by reason of ability, experience, and training as a vocational trainee, is likely to successfully operate a farm? () Yes () No If yes, explain in Question 2.
7. Has the Applicant received a commitment for a loan under the Bankhead-Jones Farm Tenant Act for the acquisition of a farm? () Yes () No If yes, attach copy of executed loan document or notification letter.
8. Is the Applicant an individual who is displaced from employment in an agricultural production enterprise? () Yes () No If yes, explain in Question 3.
9. Is the Applicant a member of the Hawaii Young Farmer Association or a

Future Farmer of America graduate with two years of training with farming projects? () Yes () No If yes, attach letter confirming membership and training and explain in Question 2.

10. Does the Applicant possess the qualification under the farmer program pursuant to section 155, HRS? () Yes () No If yes, explain:

11. Does the Applicant possess such other qualifications? () Yes () No If yes, briefly describe any other information which you may consider pertinent to assessing your qualifications and experience and which is not contained in your responses to Questions 2 & 3: _____

4. **Education and Training**

1. List all vocational training, business, trade, college or university, graduate or professional schools:

| Name & Location of School (and Name of Person, if applicable) | Field of Study | Degree Received | Date Received |
|--|----------------|--------------------|------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

2. Attach evidence of your graduation from college (copy of transcripts or diploma).

3. Describe any vocational or other training you have received which relates to your qualifications and experience to successfully operate your farm/ranch:

A. In chronological order starting with the Applicant’s most current experience, briefly describe Applicant’s farming/ranching experience and business experience

(management, financial and marketing) as it relates to the land intended to be bid on. For partnerships, joint ventures and corporations, include both experience of business entity itself as well as experience of principals or managers. **Copy and attach additional sheets as needed.**

| | |
|---|--------------------------------------|
| Business Name _____ | From: _____ |
| Address _____ | Month Year |
| Name & Title of Supervisor _____ | To: _____ |
| Your Position _____ | Month Year |
| Commodity Produced _____ | Full-time () |
| Size of Operations (no. of employees , acres) _____ | Part-time () |
| Duties & Responsibilities _____ | Average hours worked per week: _____ |
| _____ | |
| _____ | |
| Business Name _____ | From: _____ |
| Address _____ | Month Year |
| Name & Title of Supervisor _____ | To: _____ |
| Your Position _____ | Month Year |
| Commodity Produced _____ | Full-time () |
| Size of Operations (no. of employees , acres) _____ | Part-time () |
| Duties & Responsibilities _____ | Average hours worked per week: _____ |
| _____ | |
| _____ | |
| Business Name _____ | From: _____ |
| Address _____ | Month Year |
| Name & Title of Supervisor _____ | To: _____ |
| Your Position _____ | Month Year |
| Commodity Produced _____ | Full-time () |
| Size of Operations (no. of employees , acres) _____ | Part-time () |

| | |
|--|---|
| Duties & Responsibilities _____ _____ _____ _____ | Average hours worked per week: _____ |
|--|---|

- B. Does the Applicant possess other qualifications such as, Food Safety, Good Agricultural Practices, and/or Worker Safety Protection certification?
Yes___No___ If Yes, briefly describe any other information which you may consider pertinent to assessing your qualifications and experience.

PART III

1. **PRELIMINARY PLAN OF UTILIZATION AND DEVELOPMENT**

Submit a land development/utilization plan showing the exterior boundaries of the land being applied for, including but not limited to type of crop, cultivatable acres, waste areas and contributory lands, field roads, field ditches, drip irrigation systems, etc. The plan must include diagrams and/or discussion regarding timeframes within which the applicant will develop and/or use all of the arable acreage being requested. **The projection must show a minimum of the first five years of the requested term.**

2. **BUSINESS PLAN**

Submit a business plan to show how you will run your agribusiness. The plan should include the following elements: executive summary, company description, industry or market analysis (to include target market and competition), sales/marketing plan, operations plan, organization and management, development plan, financial plan, (must include cash flow projections for 5 years or one crop rotation, whichever is greater) and relevant attachments. You may use the Cash Flow Projection worksheet in APPENDIX B.

PART IV

1. **FINANCIAL CAPACITY**

All applicants must attach the following:

- A. **Federal income tax returns** for the most recent 3 years.
- B. At least one (1) **credit reference letter** from a bank or other financial institution with which you do business regularly.
- C. If applying as a corporation, attach **financial statements** (current balance sheet

and income/expense statement) for the most recent 3 years. If your corporation is less than 3 years old, please attach personal financial statement from each principal stockholder so that a minimum of three consecutive years of statements are submitted.

- D. Submit **tax clearances** from the State of Hawaii, Department of Taxation.
- E. Submit a copy of your **General Excise Tax License**, if any.
- F. Attach a Cash Flow Projection. You must show **all** income and expenses applicable to your business for a five-year period or one crop rotation, whichever is greater. **APPENDIX B** provides a form that you may use.
- G. For questions 1-7 below: 1) If applying as an individual, husband and wife, sole proprietorship or partnership, "you" refers to all individuals involved, including all partners, and 2) if applying as a corporation or joint venture, "you" refers to the entity itself and any director, officer or major stockholder or limited liability company member or manager.

1) Are there any outstanding judgments against you? Yes___ No___

If Yes, explain: _____

2) Have you filed bankruptcy within the past seven years? Yes___ No___

3) Have you had property foreclosed upon or given title or deed in lieu thereof in the last seven years? Yes___ No___

4) Are you currently a party in any legal action? Yes___ No___

If Yes, explain: _____

5) Have you directly or indirectly been obligated on any loan which resulted in foreclosure, transfer of title in lieu of foreclosure, or judgment?

Yes___ No___ If Yes, explain: _____

6) Are you presently delinquent or in default on any Federal, State or County rent, debt or any other load, mortgage, financial obligation, bond, or loan guarantee?

Yes___ No___ If Yes, explain: _____

2. **CRIMINAL CONVICTIONS**

Have you ever been convicted of the crime of cruelty to animals and/or have you been convicted of a violation of law? Yes____ No____

If Yes, explain: _____

PART V

CERTIFICATION

I/We hereby certify under penalty of perjury under the laws of the State of Hawai'i that the statements and information contained in this application, including all attachments, are true and accurate to the best of my/our knowledge. I understand that knowingly making a false statement or submitting false information in connection with this application may subject me to criminal prosecution, civil liability, and that this application may be rejected or my/our permit, lease, or license agreement may be cancelled disqualification from future contracting with the State of Hawai'i.

I/We will comply with all applicable federal, state, and county zoning, environmental and permitting laws and regulations (e.g., State Land Use classification, Special Management Area, County General Plan, Office of Environmental Quality Control, etc.)

I/We are responsible for paying processing fees. If granted a disposition, I/we will be required to obtain insurance, among other requirements.

Print Name

Signature

Print Name

Signature

[illegible]

On this _____ day of _____, 20____, before me personally appeared _____, to me known to be the person described in and who executed the foregoing instruction and acknowledged that he executed the same as his free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

My commission expires: _____

For ADC use only

Date Received:

NOTARY CERTIFICATE STATE OF HAWAII

Doc. Description/ID: _____

Notary Name: _____ Circuit

Notary Signature _____ Cert. Date _____

APPENDIX B
STATE OF HAWAII
AGRIBUSINESS DEVELOPMENT CORPORATION

CASH FLOW PROJECTION FORM
Agricultural/Pasture Licenses

| | | | | | |
|--|---------------|---------------|---------------|------------------|---------------|
| Name of Applicant: | | | | Item No.: | |
| | Year 1 | Year 2 | Year 3 | Year 4 | Year 5 |
| Income: | | | | | |
| Initial capitalization | | | | | |
| Sales | | | | | |
| Loans | | | | | |
| Line of Credit | | | | | |
| Cash | | | | | |
| Other | | | | | |
| Total Income | | | | | |
| Expenses: | | | | | |
| Labor | | | | | |
| Salaries | | | | | |
| Employee benefit programs | | | | | |
| Pension & profit-sharing plans | | | | | |
| Custom hire (labor, machinery) | | | | | |
| Materials | | | | | |
| Livestock | | | | | |
| Farm supplies (fertilizer, pesticides, etc.) | | | | | |
| Irrigation supplies | | | | | |
| Machinery & Equipment | | | | | |
| Car and truck expenses | | | | | |
| Gasoline; fuel expenses | | | | | |
| Rent payments | | | | | |
| Repairs and maintenance | | | | | |
| Overhead | | | | | |
| Lease rent (land) | | | | | |
| Utilities | | | | | |
| Insurance | | | | | |
| Marketing | | | | | |
| Storage and warehousing | | | | | |
| Taxes (property, income, GTE) | | | | | |
| Interest expense | | | | | |
| Land Clearing/Preparation | | | | | |
| Soil Conservation Plan | | | | | |
| Total Expenses | | | | | |
| Net Cash Flow | | | | | |

APPENDIX C TAX CLEARANCE INFORMATION

Applicants must submit State and County tax clearance certificates within the timeframe specified in the Public Auction Bid Packet.

Original or certified copies of tax clearance certificates issued by (i) the Hawaii State Department of Taxation; and (ii) the County in which the subject property is located (pertaining to property taxes, special assessments or other County obligations) must be submitted with this application for the Applicant and all affiliated entities. "Affiliated entities" is defined as any entity having more than fifty percent (50%) interest in the bidding entity; any company more than fifty percent (50%) owned by a company having more than fifty percent (50%) interest in the bidding entity; or any entity in which the bidding entity has more than fifty percent (50%) interest. The bidder shall be responsible for obtaining the verifications for all affiliated companies.

The tax clearances must be valid on any date between the advertisement date and any date thereafter up to the date the lease is executed.

For information on obtaining State tax clearances, go to the State Department of Taxation website: <http://www.state.hi.us/tax/current/a6.pdf> or contact them at:

- Oahu District Tax Office
830 Punchbowl Street, Post Office Box 259, Honolulu, Hawaii 96809-0259
Telephone: (808)-587-4242; Toll-Free 1 (800) 222-3229
- Hawaii District Tax Office
75 Aupuni Street, Post Office Box 833, Hilo, Hawaii 96721-0833
Telephone: (88) 974-6321
- Maui District Tax Office
54 South High Street, Post Office Box 1169, Wailuku, Hawaii 96793-1169
Telephone: (808) 984-8511
- Kauai District Tax Office
3060 Eiwa Street, #105, Lihue, Hawaii 96766-1889
Telephone: (808) 274-3403

For information on obtaining County tax clearances, contact:

- City & County of Honolulu
City Hall, Treasury Office, Room 115
530 South King Street, Honolulu, Hawaii 96813
Telephone: (808) 523-4856 (forms can be mailed or emailed to you)
- County of Hawaii
Real Property Tax Office/Collections Division
Aupuni Center, 101 Pauahi Street, Suite 4, Hilo, Hawaii 96720
Telephone: (808) 961-8282; Facsimile (808) 961-8415
- County of Maui
Real Property Tax Division
70 E Kaahumanu Avenue, Suite A-16, Kahului, Hawaii 96732
Telephone (808) 270-7697
- County of Kauai
Real Property Tax Collection
4444 Rice Street, Suite 463, Lihue, Hawaii 96766
Telephone: (808) 241-6555

REQUEST FOR CONSENT TO ASSIGNMENT – ADDITIONAL APPLICATION FORM

This Additional Application Form is for current tenants requesting:

- Consent to agreement of sale
- Consent to assignment of lease
- Consent to assignment of sublease
- Consent to assignment of grant of easement

Please note the following important points:

1) We will not process your request unless you are in full compliance with your lease terms and conditions, including but not limited to, the rent, insurance, performance bond/deposit, and Utilization and Conservation Plan requirements.

2) Persons who have had, during the five years preceding, a previous sale, lease, license, permit or easement canceled for failure to satisfy the terms and conditions are not eligible to purchase or lease public lands, including via assignments.

3) For pasture and agriculture leases, proposed Assignees are required to submit their qualifications and experience (Attachment A) to allow us to determine whether they are qualified ranchers or farmers.

4) In some agreements, the ADC Board of Directors has the right to review and approve the consideration paid by the Assignee and may condition its consent to the assignment on the revision of lease rent or the payment by the Lessee of a premium based on the amount by which the consideration for the assignment exceeds the straight-line depreciated cost of improvements and trade fixtures being transferred to the Assignee.

All applications must be complete to be considered for processing. Please submit two copies of the completed application form.

REQUEST FOR CONSENT TO ASSIGNMENT

I. GENERAL INFORMATION

Agreement No. _____

Type of Request:

- () Consent to agreement of sale
 () Consent to assignment of lease
 () Consent to assignment of sublease
 () Consent to assignment of grant of easement

II. ASSIGNOR/ASSIGNEE INFORMATION

Should the consent be approved, the following information will be used in the preparation of the legal documents. Therefore, please include all applicable parties and legal names.

Assignor:

 Last name First Name

 Last name First Name

Assignee(s):

 Last name First Name

Is Assignee currently a tenant of ADC's? Yes _____ No _____

If yes, what is the assignee's agreement No. _____

Marital status: () Single () Widow/widower () Married – spouse of: _____

Held as: () Tenant in Severalty () Tenants in Common () Joint Tenants

() Tenants by Entirety Percentage held: _____%

 Last name First Name

Marital status: () Single () Widow/widower () Married – spouse of: _____

Held as: () Tenant in Severalty () Tenants in Common () Joint Tenants

() Tenants by Entirety Percentage held: _____%

 Last name First Name

Mailing address: _____
 No. and Street City State Zip Code

Contact person: _____
 Last name First Name

Phone number: () () ()
 Work Home Cellular

E-mail address: _____
 Assignee intends to hold title as:

Type of owner (check one):

- () Individual () Partnership
() Husband and Wife () Limited Partnership
() Sole Proprietorship () Limited Liability Partnership
() Joint Venture () Corporation
() Trust () Non-Profit Corporation
() Association () Limited Liability Corporation
() Other (specify):

For partnership or corporation, State of incorporation: _____

II. AGENT

If you have an attorney, consultant or other person processing this request for you, please include the following information.

Agent name: _____

| Last name | First Name |
|-----------|------------|
|-----------|------------|

Agent address: _____
No. and Street

| City | State | Zip Code |
|------|-------|----------|
|------|-------|----------|

Phone numbers: () () ()
Work Home Cellular

E-mail address:

III. ASSIGNMENT INFORMATION

The following information is required to process your request. Please furnish evidence of the actual cost for improvements or renovations as well as trade fixtures (copy of construction contract, receipts, inventory of all personal property, etc.).

- 1) Cost of improvements: \$ _____
- 2) Cost of trade fixtures: \$ _____
- 3) Value of inventory: \$ _____
- 4) Consideration: \$ _____
- 5) What is the reason for the assignment? _____

- 6) Has any of the assignees had a sale, lease, permit, easement, license or any other land disposition canceled within the past five years for failure to satisfy the terms and conditions of such disposition? Yes____ No____

III. ATTACHMENTS

- 1) Attach two (2) copies the assignment document, both bearing original signatures.
- 2) If the subject lease is for pasture or agricultural use, the proposed Assignee is required to complete the Land Application Form.
- 3) Attach copy of State and county tax clearances for the Assignee(s). Refer to Appendix C for information.

IV. CERTIFICATION

I/We hereby certify under penalty of perjury under the laws of the State of Hawai'i that the statements and information contained in this application, including all attachments, are true and accurate to the best of my/our knowledge. I understand that knowingly making a false statement or submitting false information in connection with this application may subject me to criminal prosecution, civil liability, and that this application may be rejected or my/our permit, lease, or license agreement may be cancelled disqualification from future contracting with the State of Hawai'i.

| | |
|--------------|-----------|
| _____ | X _____ |
| Printed Name | Signature |
| _____ | X _____ |
| Printed Name | Signature |
| _____ | |
| Date | |