

Honorable Michael P. Victorino
For Transmittal to:
Honorable Yuki Lei K. Sugimura
February 16, 2022
Page 2

After review and outreach, our Department is unable to locate the historical information on the details on when the sign was approved, who installed the sign and when it was installed. Regarding how the sign would read, our Department was able to locate the attached lease to the Kula Community Club which contains language on page 2 that references the name of the premises as the Randal and Dora Von Tempsky Memorial Park.

2. *Did the current sign require approval from the Public Works Commission in accordance with Section 2.98.040, Maui County Code, and if no, why not?*

The Kula Community Center was not renamed as a result of the installation of the sign and has retained the name which has been historically accepted through common usage.

3. *Does the sublease agreement between the Kula Community Club and the County of Maui allow for the County to rename this facility, and if not, how is that authority recognized?*

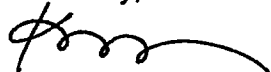
Our Department requested a review of the sublease by the Department of the Corporation Counsel and was advised that there is no language in the sublease that prohibits the County of Maui from renaming the facility.

4. *What is the plan for Kula Community Center after the current sublease agreement expires on November 30, 2050? Will the County of Maui be the sole owner?*

The Department is not aware of any plans at this time. The County of Maui will not become the sole owner upon expiration of the sublease.

Should you have any further questions or comments, please feel free to contact me at Ext. 7230.

Sincerely,



KARLA H. PETERS
Director of Parks and Recreation

KHP:lms

Attachment

c: Mary Kielty, Chief of Recreation
Lyle Kobashigawa, Grants Coordinator

This INDENTURE, made this 5th day of August, 1952, between ROBERT G. VON TEMPSKY and ALEXA VON TEMPSKY ZABRISKIE, both of Kula, Maui, T. H., hereafter referred to herein as the Lessors, and KULA COMMUNITY CLUB, INCORPORATED, an eleemosynary corporation duly organized and existing under the laws of the Territory of Hawaii, hereafter referred to herein as the Lessee.

W I T N E S S E T H :

That the Lessors, for and in consideration of one dollar in hand paid, the receipt whereof is hereby acknowledged, and of the covenants and agreements hereinafter mentioned, to be kept and performed by the Lessee, hereby demise and lease to the Lessee all that certain parcel of land situate on the Southeasterly side of Lower Kula Road at Kealahou 3 and 4, Kula, Maui, T. H., being a portion of L. C. Aw. 8452 Apana 21 to Keohokalole and more particularly described as follows:

Beginning at a $\frac{1}{2}$ inch pipe at the Southwesterly corner of this lot, the Southeasterly side of Lower Kula Road, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Pulehu" being

7271.16 feet South
52.30 feet East

and running by azimuths measured clockwise from true South:

1. 197° 15' 598.73 feet along the southeasterly side of Lower Kula Road to a $\frac{1}{2}$ inch pipe; thence
2. 204° 58' 269.48 feet along same to a $\frac{1}{2}$ inch pipe; thence
3. 316° 49' 119.85 feet along the remaining portion of L. C. Aw. 8452 along land owned by Robert G. Von Tempsky and Alexa G. Zabriske to a point at angle in fence line; thence
4. 310° 43' 67.40 feet along same to a point at angle in fence; thence
5. 298° 08' 203.87 feet along same to a $\frac{1}{2}$ inch pipe at fence corner; thence
6. 324° 10' 167.09 feet along same to a $\frac{1}{2}$ inch pipe at fence corner; thence
7. 356° 47' 180.99 feet along same to a $\frac{1}{2}$ inch pipe; thence
8. 28° 56' 504.76 feet along same to a $\frac{1}{2}$ inch pipe at stonewall; thence
9. 121° 52' 320.65 feet along Kealahou 1 and 2 along land owned by Louis K. Fernandez to the point of beginning and containing an area of 7.043 acres.

TO HAVE AND TO HOLD the same, together with all the buildings and improvements thereon and all the rights, easements and appurtenances thereto

belonging or in anywise appertaining, unto the Lessee, for and during the term of ninety-nine (99) years from and after the first day of January, 1951; that is to say, from the first day of January, 1951, until the 31st day of December, 2049, unless such term is before then determined.

The Lessors, for the same consideration, and upon the same conditions, covenant and agree as follows, to-wit:

1. The Lessee shall have the right to sublet the demised premises or to assign said lease, but only to some responsible party or parties, provided that all covenants and agreements contained herein to be kept and performed by the Lessee shall be fully complied with up to the date of such sub-lease or assignment, and provided further that such sub-lessee or assignee shall assume and agree to perform each and all of the covenants and agreements herein contained to be performed by the Lessee.

2. The Lessee shall have the right to make all such alterations or improvements as it may find necessary and proper in carrying out the purposes herein set forth, providing that all such alterations or improvements shall be made at the Lessee's own expense. Upon the termination of this lease for any reason whatever, the Lessee shall have the right to remove all improvements made by it on said demised premises, providing that said removal is made within a period of ninety days after the termination of the lease and providing further that it puts the premises in as good repair as they were at the beginning of said term.

The Lessee, in consideration of the aforesaid demise, and of the covenants and agreements herein by the Lessors agreed to be kept and performed, covenants and agrees with the Lessors as follows, to-wit:

1. The Lessee agrees that said demised premises will be used for and as a public park and pleasure ground and for the purposes of amusement and recreation, the same to be named and known as the RANDAL AND DORA VON TEMPSKY MEMORIAL PARK, the Lessee having the right to adopt reasonable rules and regulations in regard to said property and obligating itself to forever preserve and use the property hereby demised for the purposes and objects as set

forth in this indenture, and the Lessee obligates itself to keep the property in a reasonable state of repair for use and enjoyment by the public generally as a place for amusement, pleasure and recreation.

2. The Lessee agrees to continue to exist and function as an eleemosynary corporation duly organized and existing under the laws of the Territory of Hawaii.

3. The Lessee agrees to protect the Lessors and save them harmless from any suit or claim for damage or injury sustained in or about the said premises by any person, from any cause whatever, during the term of this lease. The Lessors shall not be liable for any damage, loss or injury to the person, property or effects of the Lessee or any person, suffered on, in or about the said premises by reason of any present, future, latent or other defects in the form, character or condition of said premises.

4. The Lessee agrees to observe and comply with all rules, regulations, ordinances and laws now in effect or which may be enacted during the continuance of this lease by any municipal, county, territorial, state or federal authorities having jurisdiction over the said premises, and will indemnify, pay and save harmless the Lessors from any and all claims, liability, loss or damage by reason thereof, and by reason of the use or management thereof to the end of the term thereof.

5. The Lessee agrees to bear, pay and discharge all such duties, taxes, charges, assessments and payments, extraordinary as well as ordinary, unforeseen as well as foreseen, of every kind and nature whatsoever, as shall during the term hereby created be imposed upon, become a lien on or grow out of, or upon, or for the said premises, or the improvements thereon, or which may be constructed thereon, or any part thereof, including water and meter charges and charges for any other thing which may be furnished by any public agency for use or consumption on said premises.

6. If default be made by the Lessee in the performance of any of the covenants, agreements or conditions herein contained, and said default shall

continue for ninety days after written notice thereof is given to the Lessee by the Lessors, such default or breach, at the option of the Lessors, shall work a termination of this lease to the same extent and with all the legal incidents as if the term hereof had expired by efflux of time, and it shall then be lawful for the Lessors, their agent or agents, to re-enter the premises, with or without process of law, using such force as may be necessary to remove all persons or chattels therefrom, and the Lessors shall not be liable for damages by reason of such re-entry; it being agreed that the Lessors are not required to exercise their option to terminate the lease, but may, if they so desire, seek specific performance of the covenants and agreements of this indenture.

It is agreed by the parties hereto that this indenture and demise may be dissolved and terminated at any time upon the joint and mutual approval and consent of the parties hereto, provided that the approval and consent of the Lessee shall be deemed to be had only when the proposed termination has been approved and consented to by the membership at large of the Lessee by a majority vote of the quorum present, after a notice of such proposed termination has been published and advertised in some newspaper at least thirty days prior to the date set for action on the proposed termination.

It is mutually covenanted and agreed that each and every one of the covenants and agreements herein contained shall be binding upon, apply and inure to the heirs, executors, administrators, successors and assigns of the parties hereto.

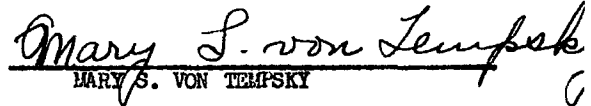
And MARY S. VON TEMPSKY, wife of the Lessor ROBERT G. VON TEMPSKY, joins in this lease for the sole purpose of evidencing her consent to its execution, and releasing her right of dower in said premises as against the said Lessee.

IN WITNESS WHEREOF, the Lessors and MARY S. VON TEMPSKY have hereunto set their hands and the Lessee has caused this indenture to be duly executed

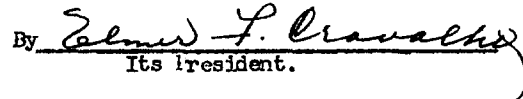
the day and year first above written, this indenture being executed in duplicate.


ROBERT G. VON TEMPSEY


ALEXA VON TEMPSEY ZABRISKIE

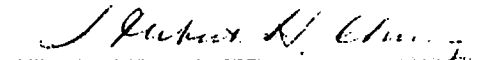

MARY S. VON TEMPSEY

KULA COMMUNITY CLUB, INCORPORATED,

By 
Its President.

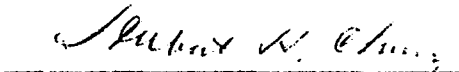
TERRITORY OF HAWAII) ss.
COUNTY OF MAUI)

On this 5th day of August, 1952, before me personally appeared ROBERT G. VON TEMPSEY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.


Notary Public, Second Judicial
Circuit, Territory of Hawaii
My commission expires: June 30, 1953

TERRITORY OF HAWAII) ss.
COUNTY OF MAUI)

On this 5th day of August, 1952, before me personally appeared ALEXA VON TEMPSEY ZABRISKIE, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.


Notary Public, Second Judicial
Circuit, Territory of Hawaii.
My commission expires: June 30, 1953

TERRITORY OF HAWAII)
COUNTY OF MAUI) ss.

On this 5th day of August, 1952, before me personally appeared MARY S. VON TEMPSKY, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Robert H. Young

Notary Public, Second Judicial
Circuit, Territory of Hawaii.
My commission expires: June 30, 1953

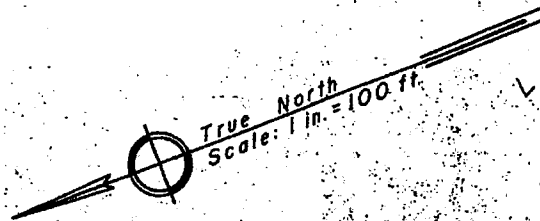
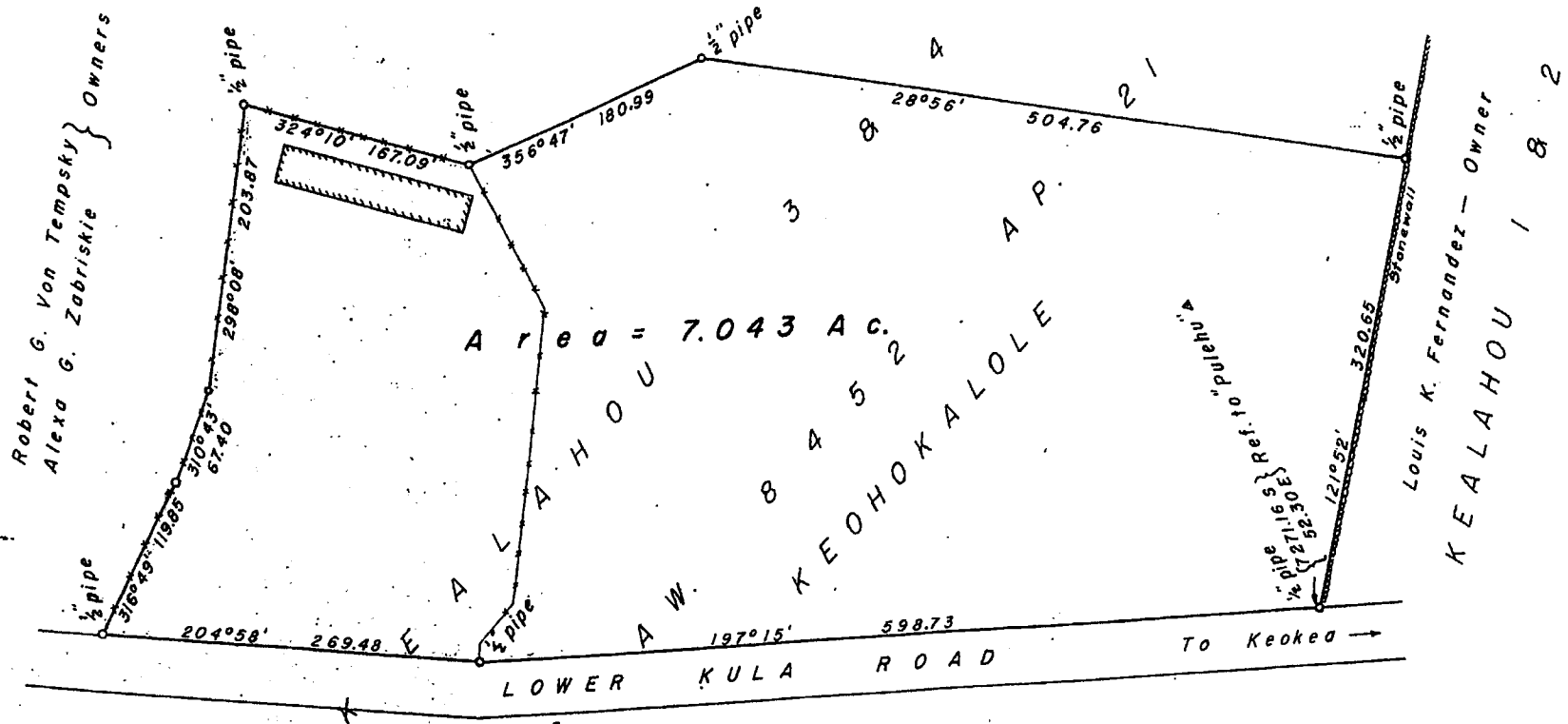
TERRITORY OF HAWAII)
COUNTY OF MAUI) ss.

On this 5th day of August, 1952, before me appeared ELMER CASVALHO, to me personally known, who, being by me duly sworn, did say that he is the president of the KULA COMMUNITY CLUB, INCORPORATED, and that the instrument was signed and sealed in behalf of said corporation by authority of its board of directors, and said ELMER CASVALHO acknowledged the instrument to be the free act and deed of said corporation and that said corporation has no corporate seal.

Robert H. Young

Notary Public, Second Judicial
Circuit, Territory of Hawaii.
My commission expires: _____

Robert G. Von Tempsky } Owners
 Alexa G. Zabriskie }



Survey & Map by S. Okada

PORTION OF L. C. AW. 8452 APANA 21
 TO A. KEOHOKALOLE
 AT KEALAHOU 3 & 4 KULA, MAUI, T.H.
 Robert G. Von Tempsky } Owners

Description

All that certain parcel of land situate on the Southeasterly side of Lower Kula Road at Kealahou 3 and 4, Kula, Maui, T. H., being a portion of L. C. Aw. 8452 Apana 21 to Keohokalole and more particularly described as follows:

Beginning at a $\frac{1}{2}$ inch pipe at the Southwesterly corner of this lot, the Southeasterly side of Lower Kula Road, the coordinates of which point of beginning referred to Government Survey Triangulation Station "Pulehu" being:

7271.16 feet South

52.30 feet East

and running by azimuths measured clockwise from true South:

- 1. 197°15' 598.73 feet along the southeasterly side of Lower Kula Road to a $\frac{1}{2}$ inch pipe; thence*
- 2. 204°58' 269.48 feet along same to a $\frac{1}{2}$ inch pipe; thence*
- 3. 316°49' 119.85 feet along the remaining portion of L.C. Aw. 8452 along land owned by Robert G. Von Tempsky and Alexa G. Zabriskie to a point at angle in fence line; then*
- 4. 310°43' 67.40 feet along same to a point at angle in fence thence*
- 5. 298°08' 203.87 feet along same to a $\frac{1}{2}$ inch pipe at fence corner; thence*
- 6. 324°10' 167.09 feet along same to a $\frac{1}{2}$ inch pipe at fence corner; thence*
- 7. 356°47' 180.99 feet along same to a $\frac{1}{2}$ inch pipe; thence*
- 8. 28°56' 504.76 feet along same to a $\frac{1}{2}$ inch pipe at stone-wall; thence,*
- 9. 121°52' 320.65 feet along Kealahou 1 and 2 along land owned by Louis K. Fernandez to the point of beginning and containing an area of 7.043 Acres.*

*Survey, Map & Description by S. Okada
Kahului, Maui, T. H.*

Feb. 5, 1951