

ALAN M. ARAKAWA
Mayor



KA'ALA BUENCONSEJO
Director

BRIANNE L. SAVAGE
Deputy Director

(808) 270-7320

Fax (808) 270-7934

DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nakoa Street Unit 2, Wailuku, Hawaii 96793
October 16, 2017

RECEIVED
2017 OCT 18 AM 8:09

OFFICE OF THE MAYOR

OFFICE OF THE
COUNTY CLERK

2017 OCT 19 AM 9:32


RECEIVED

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Mike White, Chair
and Members of the Maui County Council
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL


10/18/17
Acting Mayor Date

Dear Chair White and Members:

**SUBJECT: PROPOSED RESOLUTIONS AUTHORIZING GRANTS OF LEASE
OF COUNTY RECREATIONAL SPACES TO HAWAIIAN
KAMALI'I, INC. AND NA KAI EWALU CANOE CLUB**

I am transmitting two proposed resolutions entitled, "AUTHORIZING A GRANT OF A LEASE OF COUNTY RECREATIONAL SPACE TO HAWAIIAN KAMALI'I, INC. and AUTHORIZING A GRANT OF A LEASE OF COUNTY RECREATIONAL SPACE TO NA KAI EWALU CANOE CLUB." The purpose of the two proposed resolutions are to authorize two separate leases for Hawaiian Kamali'i Inc. (HKI) and Na Kai Ewalu Canoe Club (NKECC), Hawaii non-profit organizations, to occupy their respective canoe hales located at Tax Map Key No. (2) 2-3-008:017 (portion), Hoaloha Park, Kahului, Maui, Hawaii comprising of areas approximately 9,135 (HKI) and 8,709 (NKECC) square feet for a period of twenty years replacing HKI's existing extended lease (attached), originally entered on December 21, 1994, and extended on January 1, 2015 for the period ending on December 31, 2034. The proposed lease will allow the HKI and NKECC to continue their cultural programs to perpetuate and preserve the art of Hawaiian canoe paddling and traditional Hawaiian values, character development, and physical fitness.

I respectfully request that this matter be referred to the appropriate Council committee for review, discussion and appropriate action.

Thank you for your attention to this matter. If you have any questions or require additional information, please feel free to contact me or Roxanne Teshima, Grants Coordinator at Ext. 7949.

Sincerely,


KA'ALA BUENCONSEJO
Director of Parks and Recreation

Attachment
KB:rt

COUNTY COMMUNICATION NO. 17-436

Resolution

No. _____

AUTHORIZING A GRANT OF A LEASE OF COUNTY RECREATIONAL SPACE TO HAWAIIAN KAMALI'I, INC.

WHEREAS, Hawaiian Kamali'i, Inc., a Hawaii nonprofit corporation, desires to obtain a lease of certain County real property identified as Tax Map Key Number (2) 2-3-008:017 (por.), an area of approximately 9,135 square feet, to perpetuate and preserve the art of Hawaiian canoe paddling and traditional Hawaiian values, character development, and physical fitness; and

WHEREAS, the proposed Lease of County Recreational Space is attached hereto and by reference made a part hereof as Exhibit "1"; and

WHEREAS, Hawaiian Kamali'i, Inc. desires to replace its existing extended license, originally entered December 21, 1994, and extended on January 1, 2015 by exercising its option to extend to December 31, 2034, with the proposed Lease in Exhibit "1"; and

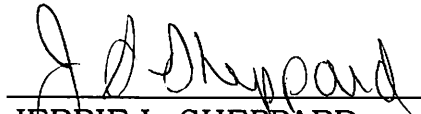
WHEREAS, pursuant to Maui County Code Section 3.36.090, the Council of the County of Maui may authorize the grant of a lease of County real property by resolution; now, therefore,

Resolution No. _____

BE IT RESOLVED by the Council of the County of Maui:

1. That pursuant to Section 3.36.090, Maui County Code, the grant of the Lease is hereby authorized; and
2. That the Mayor and the Director of Finance or their authorized representatives may execute the Lease; and
3. That certified copies of this resolution be transmitted to the Mayor, the Director of Finance, the Director of Parks and Recreation, and Hawaiian Kamali'i, Inc.

APPROVED AS TO FORM
AND LEGALITY:



JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
LF 2017-0217

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup ()

To: DEPARTMENT OF FINANCE
County Of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Affects TMK Nos.: (2)2-3-008:017(por.) Total No. of Pages: _____

HAWAIIAN KAMALI`I, INC.
LEASE OF COUNTY RECREATIONAL SPACE

THIS LEASE, made this _____ day of _____, 2017, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as "Lessor", and HAWAIIAN KAMALI`I, INC., a Hawaii nonprofit corporation, whose mailing address is P. O. Box 5053, Kahului, Hawaii 96733, hereinafter referred to as "Lessee", and collectively referred to as the "Parties";

EXHIBIT " 1 "

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of that certain parcel of land of which Lessee desires to lease a portion, described below as the ``Premises'', to provide for the perpetuation and preservation of the art of Hawaiian canoe paddling by providing an environment rooted in traditional Hawaiian values that promotes personal growth, character development, and achievement in physical fitness; and

WHEREAS, Lessee has occupied the Premises as a tenant since 1994 pursuant to a ``License to Occupy'' with the County of Maui, dated December 21, 1994, which was recorded with the State of Hawaii Bureau of Conveyances on January 5, 1995. Lessee has invested in and improved the Premises and adjacent areas to meet its needs during said occupancy; and

WHEREAS, the County of Maui supports Lessee and hopes to assist Lessee by replacing the License to Occupy, dated December 21, 1994, with this Lease so that Lessee may continue to conduct its activities on the Premises; NOW, THEREFORE,

Lessor, for and in consideration of Lessee's covenants and agreements set forth herein, does hereby agree to grant a lease to Lessee and Lessee hereby accepts said lease on the terms and conditions set forth below:

A. Premises. The leased area consists of approximately 9,135 square feet, more or less, situated on the area identified as Tax Map Key Number (2)3-7-008:017, more particularly described

as ``Easement A'' in Exhibits "A" and ``B'', attached hereto and by reference incorporated herein, hereinafter referred to as the "Premises."

B. Use of Premises. Lessee shall have exclusive use of the Premises to perpetuate and preserve the art of Hawaiian canoe paddling activities and conduct activities including but not limited to recreational and competitive canoe paddling and regattas, cultural and educational youth programs, community events, club fundraising events, meetings, and celebrations, which are intended to promote personal growth, character development, and achievement in physical fitness, in an environment rooted in traditional Hawaiian values. Lessee shall have non-exclusive use of the areas immediately adjacent to the Premises for activities open to the public. The use of the Premises for any other purpose shall require the prior written approval of Lessor, through its Director of the Department of Parks and Recreation ("Director"). No commercial activities are allowed on the Premises. No subleasing or letting of the Premises is allowed.

C. Term. This Lease shall commence upon execution and expire twenty years thereafter, unless sooner terminated as provided herein.

D. Rent. Lessor reserving and the Lessee yielding and paying to the Lessor the nominal rental amount of ONE DOLLAR (\$1.00) per annum, payable to the County of Maui, Department of Finance, at Lessor's address designated herein or as otherwise

designated in writing by Lessor, in advance, within ninety (90) days of execution of this lease, the receipt and sufficiency of which is hereby acknowledged.

E. Parking lot and areas adjacent to the Premises. Lessee may have temporary, non-exclusive use of the parking lot serving Hoaloha Park, and all areas adjacent to the Premises. Lessee shall not restrict the public's use of or access to the parking lot or the other areas of Hoaloha Park unless Lessee obtains a permit as described in Section G. herein.

F. No disturbance. Lessee acknowledges and confirms that the Premises is located within Hoaloha Park, a public park facility used by the general public. Lessee and anyone claiming under Lessee, shall limit their activities to the Premises covered by this Agreement and will exercise its rights in a manner causing as little interference as reasonably possible with the use of Hoaloha Park and its parking lot. Lessee and anyone claiming under Lessee shall obey reasonable rules, regulations, instructions and/or directions of Lessor and Lessor's officers, employees, or agents applicable to Hoaloha Park.

G. Permit Required. If Lessee desires to have temporary, exclusive use of the parking lot, other areas of Hoaloha Park, or both, Lessee shall apply for a use permit with the Department of Parks and Recreation. Any event open to the public requires notice to the Department of Parks and Recreation Permit Office, DPRpermits@co.maui.hi.us, (808) 270-7389, no less than three

months prior to the event to determine if additional permitting is required.

H. Additional Covenants, Terms and Conditions. Additional covenants, terms and conditions of this Lease are set forth in Exhibit "C" attached hereto and by reference made a part hereof.

I. Grant requirements. Within three (3) weeks after the end of the fiscal year, Lessee shall transmit to the Department of Parks and Recreation a report, using Exhibit "D", containing the following information for the quarter, and then annually thereafter:

1. Program status summary;
2. Program data summary;
3. Summary of participant characteristics;
4. Changes in real property tax assessment for the real property;
5. Earnings from the grant of real property; and
6. Narrative report.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the date set forth above.

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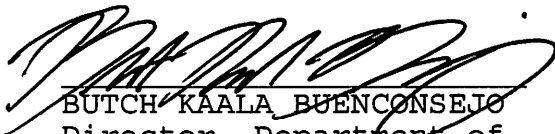
LESSOR:

COUNTY OF MAUI


By _____
ALAN M. ARAKAWA
Its Mayor

By _____
DANILO F. AGSALOG
Its Director of Finance

APPROVAL RECOMMENDED:


BUTCH KAALA BUENCONSEJO
Director, Department of
Parks and Recreation

APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
2017-0217

LESSEE:

HAWAIIAN KAMALI'I, INC.

By 
(Signature)

David Ward
(Print Name)

Its President Board of Directors
(Title)

By 
(Signature)

Diane Lynne Ho
(Print Name)

Its Member, Board of Directors
(Title)

STATE OF HAWAII)
)
COUNTY OF MAUI) SS.

On this _____ day of _____, 20____, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

| NOTARY PUBLIC CERTIFICATION | |
|-----------------------------|----------------------------|
| Doc. Date: _____ | # Pages: _____ |
| Notary Name: _____ | Judicial Circuit: _____ |
| Doc. Description: _____ | |
| _____ | |
| _____ | |
| _____ | |
| Notary Signature: _____ | |
| Date: _____ | |

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me appeared DANILO F. AGSALOG, to me personally known, who being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said DANILO F. AGSALOG acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

| NOTARY PUBLIC CERTIFICATION | |
|-----------------------------|-------------------------|
| Doc. Date: _____ | # Pages: _____ |
| Notary Name: _____ | Judicial Circuit: _____ |
| Doc. Description: _____ | |
| _____ | |
| _____ | |
| _____ | |
| Notary Signature: _____ | |
| Date: _____ | |

STATE OF Hawaii)
County of Maui) SS.

On this 24th day of April, 2017, before me personally appeared David Livingstone Ward, to me personally known, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

LS

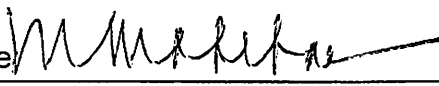


Notary Public, State of HAWAII

Print Name: MABELLYNE L. MAKEKAU

My commission expires: 1-19-19

mlm

| NOTARY PUBLIC CERTIFICATION | |
|--|---|
| Doc. Date: | # Pages: <u>25</u> |
| Notary Name: <u>MABELLYNE L. MAKEKAU</u> | Judicial Circuit: <u>Second Circuit</u> |
| Doc. Description: <u>Hawaiian Kamaali'i Inc.</u> | |
| <u>Lease of County Recreational</u> | |
| <u>Space</u> | |
| Notary Signature  | |
| Date: <u>4-24-17</u> | |

LS

STATE OF Hawaii)
County of Maui) SS.

On this 24th day of April, 2017, before me personally appeared Diane Lynne Ho, to me personally known, 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.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

LS




Notary Public, State of Hawaii

Print Name: _____

My commission expires: 1-19-19

mlw

| NOTARY PUBLIC CERTIFICATION | |
|---|---|
| Doc. Date: _____ | # Pages: <u>25</u> |
| Notary Name: _____ | Judicial Circuit: <u>Second Circuit</u> |
| Doc. Description: <u>Hawaiian Kamali'i Inc</u> | |
| <u>Lease of County Recreational</u> | |
| <u>Space</u> | |
| Notary Signature:  | |
| Date: <u>4-24-17</u> | |

LS

Land Description
Structure Easement "A"

All of that certain parcel of land being a portion of TMK: (2) 3-7-008:017 being also a portion of Royal Patent 4475 of Land Commission Award 7713, Apana 23 to V. Kamamalu.

Situate at
Kalua, Kahului, Wailuku, Island and County of Maui, State of Hawaii

Beginning at the southwesterly corner of this parcel of land the corner of said point refer to Government Survey Triangulation Station "LUKE" being 4,177.11 feet North and 9,275.13 feet East and running by azimuths measured clockwise from True South and lying 186°51' and 149.60 feet from the southerly corner of TMK: (2) 3-7-008:017, being a point on the easterly side of Lot 2 of Maui Hukilau Hotel Subdivision, Subdivision No. 3.829 (TMK: (2) 3-7-003:002), being also the westerly corner of Lot 1 of First Hawaiian Bank Subdivision, Subdivision No. 3.1074 (TMK: (2) 3-7-008:008, the corner of said point refer to Government Survey Triangulation Station "LUKE" being 4,028.57 feet North and 9,257.28 feet East; thence, from said point of beginning:

1. 160°35' 103.30 feet along portion of Royal Patent 4475 of Land Commission Award 7713, Apana 23 to V. Kamamalu; thence,
2. 250°35' 88.43 feet along same; thence,
3. 340°35' 103.30 feet along same; thence,
4. 70°35' 88.43 feet along same to the point of beginning and containing an area of 9,135 Sq. Ft. more or less

This description was prepared by me or under my direct supervision.



Leslie K.T. Lau
Registered Professional Land Surveyor
State of Hawaii Certificate Number LS12978
License Expiration Date: 30 April 2018

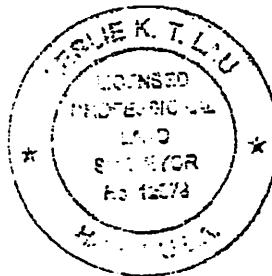
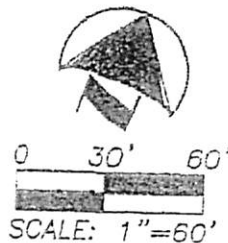


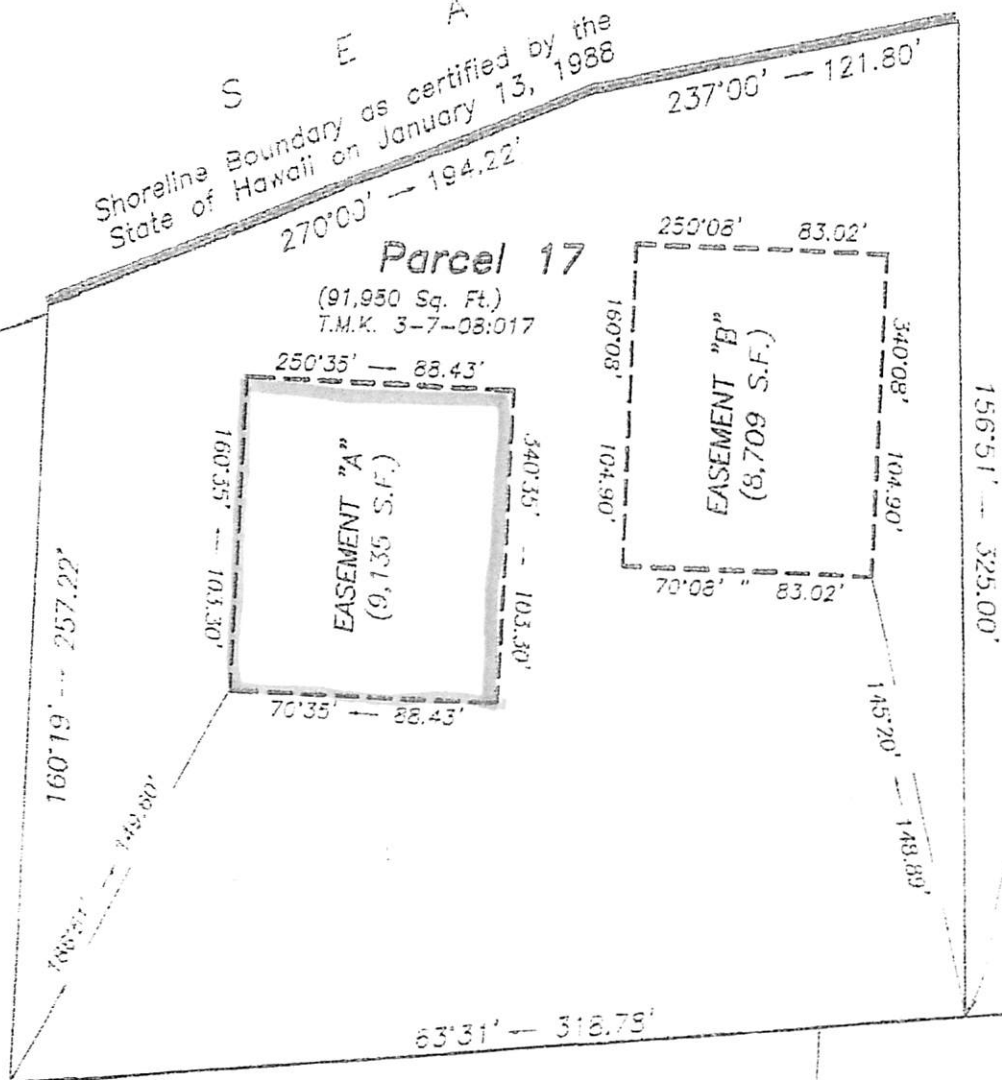
EXHIBIT " A "

S E A
Shoreline Boundary as certified by the
State of Hawaii on January 13, 1988



Parcel 17

(91,950 Sq. Ft.)
T.M.K. 3-7-08:017



This map was prepared by me or under
my direct supervision.

Leslie K.T. Lau
Registered Professional Land Surveyor
State Of Hawaii Certificate Number LS12978
License Expiration Date: 30 April 2014



CDF Engineering LLC
P.O. Box 2985 Wailuku, HI 96793
Office: (808) 891-2400 Fax: (808) 879-2402
E-Mail: jake@cdfengineers.com

STRUCTURE EASEMENT "A" & "B"
Situated at Kalua, Kahului, Wailuku,
Island and County of Maui

EXHIBIT

B

Tax Map Key: 3-7-08:17 Project: HOALOHA_PARK

SHEET 1 OF 1

EXHIBIT "B"

RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

RESERVING UNTO THE STATE OF HAWAII THE FOLLOWING:

1. Minerals and Waters.

A. All minerals as hereinafter defined, in, on or under the Premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such materials by any means whatsoever including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver bauxite, bauxitic clay, dispore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and without limitation thereon all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of Lessee's permitted activities on the Premises and not for sale to others.

B. All surface and ground water appurtenant to the demised land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the State of Hawaii of the rights reserved in this paragraph, just compensation shall be paid to Lessee for any of Lessee's improvements taken.

2. Prehistoric and Historic Remains. All prehistoric and historic remains found on the Premises, this Lease shall be subject to the rights of native tenants and to regulatory rights and ownership rights (if any) of the State of Hawaii established pursuant to state law including chapter 6E, Hawaii Revised Status, over prehistoric or historic remains found in, on, or under the land.

LESSEE HEREIN COVENANTS AND AGREES WITH LESSOR AS FOLLOW:

1. Taxes, Assessments, Etc. Lessee shall pay or cause to be paid, prior to delinquency, any taxes and assessments, of every description, as to said Premises, or any part thereof, including any improvements thereon; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term. Without limiting the generality

EXHIBIT "C"

of the foregoing, Lessees shall also be responsible for the payment of any Hawaii general excise tax (or successor tax) imposed upon the payment of all sums by Lessee under this Lease. Lessee shall remain current in payment of all taxes, rents, or other obligations to the United States, the State of Hawaii, or any of its political subdivisions, including the County of Maui.

2. Utility Services. Lessee shall pay, prior to delinquency, all charges for water, sewer, gas, electricity, telephone and other services or utilities used by Lessee on the Premises during the term of the Lease unless otherwise expressly agreed in writing by Lessor.

3. No Residential Use. Lessee, its agents, employees and invitees, shall not use the Premises as temporary or permanent residence. Lessee shall not permit or allow any person to live on the Premises.

4. Indemnification. To the extent permitted by law, Lessee shall indemnify, release, and hold harmless the County, its departments, agencies, officers, directors, employees, and agents from any and all manner of actions and claims, suits, damages, judgments, costs and expense, including reasonable attorney's fees, arising from the Lessee's use of the Premises or arising from the construction of Lessee's improvements, from the failure of Lessee to observe and perform any of the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, or from any act or negligence or omission to act of Lessee, its agents, contractors, servants, employees, concessionaires or licensees in or about the demised Premises or in any connection with this Lease. In case any action or proceeding be brought against Lessor by reason of any such claim, even though such claim be based on alleged fault of Lessor, Lessee agrees to pay the reasonable costs and expenses thereof, secured against Lessee by reason of such action or proceeding. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

5. Costs of Litigation. In case Lessor without any fault on their part, is made a party to any litigation commenced by or against Lessee (other than condemnation proceedings), Lessee shall pay all costs and expenses, including attorney's fees, incurred by or imposed on Lessor. Lessee shall pay all costs and expenses, including attorney's fees, which may be incurred by or paid by Lessor in enforcing the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

6. Assumption of Risk and Liability. Lessee, as a material part of the consideration to Lessor for this Lease, does hereby assume all risk of bodily injury, wrongful death and/or property damage, business interruption or economic loss occasioned by any accident, fire, or nuisance made or suffered on the Premises, and hereby waives any and all claims against Lessor. All inventory, property, vehicles, approved improvements and equipment of Lessee shall be kept, placed or stored at the sole risk of Lessee, and Lessor shall not be responsible or liable for any damage thereto or loss or theft thereof, including subrogation claims by Lessee's insurance carriers.

7. "As Is" Condition. Lessor has not made and shall not make, any representation or warranty, implied or otherwise, with respect to the condition of the premises, including but not limited to (a) any express or implied warranty of merchantability or fitness for any particular purpose or (b) any dangerous or defective conditions existing upon the premises, whether or not such conditions are known to Lessor or reasonably discoverable by Lessee. Lessee accepts the Premises in a completely "as is" condition, with full assumption of the risks, and consequences of such conditions.

8. Mortgage. Lessee may mortgage or create a security interest in the demised premises or any portion thereof with the prior written approval of the Director, Department of Parks and Recreation, provided that, in the case of default the leasehold interest may be foreclosed only by judicial action pursuant to Chapter 667, Hawaii Revised Statutes, and the leasehold interest shall be transferred to the purchaser by assignment of lease for the remainder of the lease term only.

9. Liens. Lessee shall not commit or suffer any act of neglect whereby the Premises, or any part thereof, or the estate of Lessee in the same, shall become subject to any attachment, judgment, lien, charge, or encumbrance (hereinafter collectively called "Lien"), whatsoever. In the event that any Lien shall attach to or encumber the Premises, or if an application for a Lien is filed in any court of competent jurisdiction, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor. Lessee shall indemnify and hold harmless the Lessor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including attorney's fees.

10. Rules and Regulations. Lessor excepts and reserves the right, from time to time, to adopt reasonable rules and regulations pertaining to Lessee's use of the Premises, which rules and regulations shall be binding upon Lessee upon notice thereof to Lessee. For enforcement of such rules and regulations, if any,

Lessor shall have all remedies in this Agreement and any other remedies allowed by law.

11. Alterations and Improvements. Lessee shall make no alterations to any structure on the Premises or construct any building or make any other improvements on the Premises without the prior written approval of the Director, Department of Parks and Recreation. Alterations or improvements on the Premises approved by the Director, Department of Parks and Recreation, made by and paid for by Lessee, with the exception of fixtures which cannot be removed without damage to the Premises, shall, unless otherwise provided by written agreement between the Parties, be the property of Lessee.

12. Fixed Improvements. Lessee shall not at any time during the term construct, place, maintain or install on the premises any building, structure or improvement of any kind or description except with the prior written approval of Lessor and upon those conditions the Lessor may impose, including any adjustment of rent, unless otherwise provided in this Lease. All improvements of whatever kind or nature located on the Premises prior to, or on the commencement date of this Lease shall be, and at all times remain, the property of the Lessor.

13. Repair and Maintenance. Lessee shall at its own expense at all times during the term of this Lease, substantially repair and maintain, and keep all improvements now or hereafter built or made on the Premises in good and safe repair, order, and condition, reasonable wear and tear excepted.

14. Sanitation. Lessee shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

15. Waste and Unlawful, Improper or Offensive Use of Premises. Lessee shall not commit, suffer, or permit to be committed any waste or nuisance, or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the Director, Department of Parks and Recreation, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees growing on the Premises at the commencement of the this Lease, as well as any trees that are growing on the Premises during the duration of the this Lease.

Lessee shall not allow the Premises to become unduly eroded or subject to any material increase in weeds or litter, and Lessee shall make reasonable efforts to prevent or correct same.

16. Hazardous Materials. Lessee shall at all times, at its own cost and expense, comply with all federal, state and local laws, ordinances, regulations and standards relating to the use, analysis, production storage, sale, disposal or transportation of

any hazardous materials, including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or polluting materials which are now or in the future subject to any governmental regulation (hereinafter collectively referred to as "hazardous substances"). Prior to commencing use of the Premises for any activity involving the storage, use, or distribution of (a) any hazardous substance, or (b) products or materials which (i) include any hazardous substance as a component and (ii) which, if an accident occurred, might result in the release or discharge of any hazardous substance, Lessee shall give written notice of such proposed use to Lessor. Such notice shall set forth (a) the proposed use and the hazardous substance involved, (b) a hazardous substance management plan describing the actions taken or proposed to be taken by Lessee to assure Lessee's compliance with the requirements of this Lease, and (c) evidence of insurance or other financial resources available to Lessee sufficient to assure Lessee's ability to comply with its obligations. Upon the expiration or earlier termination or revocation of this Lease, Lessee shall (a) cause all hazardous substances previously owned, stored, or used by Lessee to be removed from the Premises and disposed of in accordance with applicable provisions of law; (b) remove any storage tanks or containers installed or used by Lessee to store any hazardous substances and repair any damage caused by such removal; (c) cause any soil or other portion of the Premises which has become contaminated by any hazardous substances stored or used by Lessee to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities; and (d) surrender possession of the Premises to Lessor free of the presence or effects of any hazardous substances generated or used by Lessee in, on, or about the Premises during the term of this Lease. Lessee shall indemnify and hold harmless Lessor from and against any and all claims relating to hazardous materials arising from this Lease. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

17. Rights of Way and Easements. Lessor reserves the right, to issue rights of way and easements for lines, transmission facilities and appurtenances for utilities, electricity, gas, telephone, pipes, water, sewers, drainage, flowage, and any other purposes, whatsoever, without limitation, including the right to enter to construct, reconstruct, operate and maintain such facilities; provided that all such reserved rights shall be reasonably exercised so as to cause the least practicable interference with Lessee's operations; provided further, that, in any such event, any improvements made by Lessee which were damaged as a result of such entry shall be restored to a condition as near as practicable prior to such entry. Lessor further reserves the right to authorize public access over,

across, under and through the Premises.

18. Access to Information. Lessee shall provide Lessor with access to Lessee's books, records, assets, facilities, and all other information relative to the use of the Premises, as deemed necessary in the judgment of Lessor.

19. Liability Insurance, Required Coverage. In order to protect itself as well as the County under the indemnification agreement set forth herein, the Lessee shall obtain, pay for, and keep in force throughout the period of this Lease comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") only through a general insurance agent or broker licensed in the State of Hawaii. The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard and Poor" ratings.

The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name the County of Maui, its departments, agencies, officers, directors, employees and agents as "Additional Insured", and shall include a duty to defend the County, its departments, agencies, officers, directors, employees and agents against any loss, liability, claims, and demands for injury or damage, including but limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with Lessee's actions and/or use of Premises.

Unless otherwise agreed to by the, the insurance policy shall contain the following minimum requirements:

- 1) No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
- 2) No erosion of limit by payment of defense costs; and
- 3) Minimum annual aggregate limit of \$2,000,000.

Prior to or upon the execution of this Agreement, Lessee shall furnish the Lessor with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the insurance policy, provide the County with a copy of the renewed insurance policy certificate together with the required endorsements throughout the term of this Lease. Unless waived by the County, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given Lessor thirty (30) calendar days prior written

notice of the intended cancellation or termination.

20. Property Insurance. Lessee shall, unless otherwise agreed to by the Director, Department of Parks and Recreation, procure and, during the entire term of this Lease, keep in force and effect special form property insurance covering all of Lessee's leasehold improvements, trade fixtures, inventory, equipment and personal property from time to time in, on or upon the Premises, in an amount not less than the full replacement cost thereof without deduction for depreciation, providing protection against all risks of loss not otherwise excluded for the Premises, together with insurance against sprinkler damage, vandalism, and malicious mischief, including demolition and debris removal and extended coverage, hurricane/wind coverage, and with inflation guard endorsement, if available in any insurance company qualified to do business in the State of Hawaii and shall, from time to time, deposit promptly with Lessor the policy and premium receipts therefor or a current certificate that such insurance is in full force and effect and shall not be cancelled without written notice to Lessor sixty (60) days prior to the effective date of such cancellation. All such policies shall be made payable to Lessor and Lessee as their interests may appear (it being understood and agreed that Lessor's interest shall be limited to permanent fixtures and other installations which are not removable by Lessee upon the termination of this Lease), and shall provide for a deductible of not more than \$5,000.00. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate in accordance with the provisions of this Lease.

21. Fire Insurance. Lessee shall, unless otherwise agreed to by the Director, Department of Parks and Recreation, procure, at its own cost and expense, and maintain during the period of this Lease, a policy or policies of fire insurance, on all buildings and improvements on the Premises, against loss or damage by fire in an amount equal to one hundred percent (100%) of the replacement value of the Premises as established by the insurance appraiser and as approved by the Director of Finance, and shall pay premiums thereon at the time and place the same are payable. The policy or policies of insurance shall be made payable in the case of loss to the County of Maui, as its interest may appear, and shall be deposited with the County. Any proceeds derived therefrom in the event of total or partial loss shall be immediately available to, and as soon as reasonably possible be used by Lessee for rebuilding, repairing, or otherwise reinstating the same buildings in a good and substantial manner according to the plans and specifications approved in writing by the County; provided, however that with the approval of the County, Lessee may surrender this Lease and Lessee shall then receive that portion of said proceeds which constitute the proportionate value of permanent improvements made by Lessee, if any, in relation to the

unexpired term of this Lease and useful life of the improvements at the time of the loss, if any, with the County retaining the remaining proceeds of said proceeds.

22. Condemnation. If at any time during the term of this Lease any portion of the leased Premises should be condemned or required for public purposes by the State of Hawaii or the United States, Lessee shall be entitled to receive from the condemning authority the proportionate value of Lessee's permanent improvements so taken in the proportion that it bears to the unexpired term of this Lease; provided that Lessee may, in the alternative, remove and relocate Lessee's improvements to the remainder of the Premises occupied by Lessee. Lessee shall not by reason of the condemnation be entitled to any claim against Lessor for condemnation or indemnity for its interest in this Lease and all compensation payable or to be paid for or on account of this Lease by reason of the condemnation, except as aforesaid as to Lessee's improvements, shall be payable to and be the sole property of Lessor. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was leased, Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability therefor; provided that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by Lessor. The foregoing right of Lessor shall not be exclusive of any other to which Lessor may be entitled by law.

23. Lessor's Lien. Lessor shall have a lien on all the buildings and improvements placed on the Premises by Lessee, on all property kept or used on the Premises, whether the same is exempt from execution or not, and on the premises, whether the same is exempt from execution or not, and on the rents of all improvements and buildings situated on the Premises for all costs, attorney's fees, rent reserved, taxes, and assessments paid by Lessor on behalf of Lessee and for the payment of all money as provided in this Lease to be paid by Lessee, and such lien shall continue until the amounts are paid.

24. Assignment. Lessee may not assign the Lease for the remainder of the Lease term.

25. Sublease. Lessee may not sublease the premises without written authorization of Lessor.

26. Lessee's Right to Terminate. If Lessee is not in default of the terms of this Lease to be observed and performed, Lessee may terminate this Lease by giving Lessor at least sixty (60) days prior written notice of such termination.

27. Surrender of Premises. At the expiration, revocation, cancellation or termination of this Lease, Lessee shall peaceably surrender the Premises, together with all improvements existing or constructed thereon, unless provided otherwise. On or before the last day of the term or the sooner termination thereof, Lessee, if not then in default, shall remove all trade fixtures, operating equipment and other personal property of Lessee from the Premises and repair any damage occasioned by any such removal. Property not so removed shall be deemed abandoned by Lessee.

28. Termination. If Lessee becomes bankrupt, dissolves, becomes inactive, or abandons the leased Premises for a period of four (4) consecutive months, or if this Lease and the leased Premises shall be attached or otherwise taken by operation of law, or if any assignment be made of Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, obligations, rules, regulations, provisions, terms and conditions, and such failure shall continue for a period of more than thirty (30) days after delivery by Lessor of a written notice of such breach or default, by personal service, registered mail or certified mail to Lessee at Lessee's last known address, all rights granted hereunder to Lessee shall cease and this Lease shall terminate without prejudice to any other remedy or right of action for arrears of rent or damages or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of Lessor, subject to any valid mortgages against the property.

29. Covenant Against Discrimination. The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, sex, sexual orientation, age, religion, color, ancestry, national origin, disability, marital status, arrest and court record, assignment of income for child support obligations, and National Guard participation.

30. ADA Compliance. Lessor makes no representations or warranties, express or implied, as to the Premises or any existing improvements thereon, regarding compliance with the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§12101-12213 (2000), as amended. Lessee shall be responsible for complying with the ADA and Lessee shall defend, indemnify and hold harmless Lessor against any and all claims regarding non-compliance with any requirement of the ADA. All costs relating to any required improvements or modifications to the Premises, and any existing

improvements thereon, shall be borne by Lessee. Notwithstanding any other provision of this Lease to the contrary, any improvements to the Premises constructed by Lessee shall be in compliance with the ADA.

31. Compliance with Laws. Lessee shall comply with all federal, state, and county laws pertaining to the Premises and activities conducted on the Premises, now in force or which may hereinafter be in force.

32. Interpretation Under Hawaii Law. This Lease is made and entered into in the State of Hawaii, and shall in all respects be interpreted, enforced, and governed under the laws of the State of Hawaii.

33. Gender. The use of any gender shall include all genders, and if there be more than one Lessee or Lessor, then all words used in the singular shall extend to and include the plural.

34. Paragraph Headings. The paragraph headings throughout this lease are for the convenience of Lessor and Lessee and are not intended to construe the intent or meaning of any of the provisions thereof.

35. Time of the Essence. Time is of the essence of this Lease and all of the terms, provisions, covenants, and conditions hereof.

36. Notices. All notices or demands that are required or may be given under this Lease by one party to another party, or that are required by law, shall be in writing and shall be deemed to have been validly given or served in the following manner: (a) by delivery to the intended addressee; or (b) by depositing the notice with a reputable private courier service for next business day delivery to the intended recipient at its address set forth on the first page of this Lease or at such other address as a party shall have designated for such purpose by notice to the other party or parties; or (c) by depositing the notice with the United States Postal Service for delivery, postage prepaid, registered or certified mail, return receipt requested, to the intended recipient at its address set forth on the first page of this Lease or at such other address as a party shall have designated for such purpose by notice to the other party or parties.

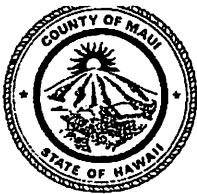
A notice shall be deemed received upon personal delivery to the designated address or three days after being deposited with a private courier service or with the United States Postal Service as described, supra. Rejection of or refusal to accept a notice or the inability to give notice because a notice of a change in address was not given as required by this Paragraph shall be deemed

to be receipt of the notice sent when tendered as provided by this Paragraph.

If a party has designated an agent for service of process, notice to the agent shall conclusively be deemed service on the party. A party shall have the right from time to time to change its address for receipt of notice and to specify any other address within the United States of America by giving written notice of the change in address to the other party or parties at least fifteen (15) days in advance. A notice of change of address is effective under this Lease only when actually received.

37. Assistance of Legal Counsel. The Parties represent and certify to each other that they have been advised to seek the advice of legal counsel and have done so. The Parties have carefully read and fully understand all of the provisions of this Lease, and have thoroughly discussed all aspects of this Lease with their respective counsel. The parties are voluntarily entering into this Lease and no party or its agents, representatives, or attorneys have made any representations concerning the terms or effects of this Lease other than those contained herein.

END OF EXHIBIT "C"



DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nakoa Street, Unit 2, Wailuku, Hawaii 96793

ANNUAL REAL PROPERTY GRANT REPORT

Report Period: Fiscal Year July 1, _____ - June 30, _____

ORGANIZATION: _____

Tax Map Key Number(s): _____

Department of Parks and Recreation's Mission: The purpose of the Department of Parks and Recreation is to provide safe, satisfying and cost-effective recreational opportunities for the residents of and visitors to Maui County.

INSTRUCTIONS

Provide a **narrative** response to each question below for **each quarter and fiscal year**.

I. Program Data/Status Summary

- a. List each program goal/benchmark for the leased/licensed site and how it contributes towards the Parks Department's mission (noted above).
- b. What objectives/action steps were completed this fiscal year for each goal?
- c. What measurable outcomes were achieved this fiscal year?
- d. Were your organization's programs/activities open to the public? If so, how were they promoted to residents and visitors?
- e. Give actual number of people attended at activities, programs and events on property for each quarter of the fiscal year.
- f. What objectives/actions steps will be accomplished during the next fiscal year?

II. Narrative Report

- a. What program challenges occurred this fiscal year and how were they addressed and/or resolved?
- b. Describe any staff changes in your organization.
- c. Were there any fundraising activities on leased/licensed property? If so, please indicate how many, type of activity, primary beneficiary of the fundraising, and how your organization participated and benefited from the activity.
- d. Describe improvements on the property, its condition, and your risk evaluation program. How often are site inspections done and by who?
- e. Disclosure of any organizational conflict of interest and criminal violations.
- f. Were audits done this fiscal year? When is the next audit planned for your organization?

Please submit the following information with this report:

- a. Board of Directors' Minutes.
- b. Updated list of Board of Directors
- c. Financial status report including but not limited to the total revenue generated on the property leased/licensed.
- d. Update Tenant Contact Information Form.
- e. Current Liability Insurance Certificate naming the County of Maui as additional insured.

Report Prepared by: _____

Print Name/Title

Signature _____

Date _____

EXHIBIT " D "

Resolution

No. _____

AUTHORIZING A GRANT OF A LEASE OF COUNTY RECREATIONAL SPACE TO NA KAI EWALU CANOE CLUB

WHEREAS, Na Kai Ewalu Canoe Club, a Hawaii nonprofit corporation, desires to obtain a lease of certain County real property identified as Tax Map Key Number (2) 2-3-008:017 (por.), an area of approximately 8,709 square feet, to provide education for children and adults in the Hawaiian art of canoe paddling as a recreational sport for personal growth and character development, and to promote Hawaiian cultural values; and

WHEREAS, the proposed Lease of County Recreational Space is attached hereto and by reference made a part hereof as Exhibit "1"; and

WHEREAS, Na Kai Ewalu Canoe Club had no lease with the County and was using the property pursuant to Hawaiian Kamali'i's lease dated December 21, 1994, and now desires to be a direct Lessee; and

WHEREAS, Na Kai Ewalu previously used the property described in Exhibit "1" pursuant to a license issued by the County to Hawaiian Kamali'i, Inc. but now both Hawaiian Kamali'i Inc., and Na Kai Ewalu

Resolution No. _____

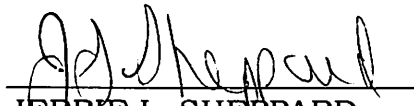
desire to operate with individual property agreements with the County;
and

WHEREAS, pursuant to Maui County Code Section 3.36.090, the Council of the County of Maui may authorize the grant of a lease of County real property by resolution; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That pursuant to Section 3.36.090, Maui County Code, the grant of the Lease is hereby authorized; and
2. That the Mayor and the Director of Finance or their authorized representatives may execute the Lease; and
3. That certified copies of this resolution be transmitted to the Mayor, the Director of Finance, the Director of Parks and Recreation, and Na Kai Ewalu.

APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
LF 2017-0218

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup ()

To: DEPARTMENT OF FINANCE
County Of Maui
200 South High Street
Wailuku, Maui, Hawaii 96793

Affects TMK No.: (2)2-3-008:017(por.) Total No. of Pages:

NA KAI EWALU
LEASE OF COUNTY RECREATIONAL SPACE

THIS LEASE, made this _____ day of _____, 2017, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as "Lessor", and NA KAI EWALU, a Hawaii nonprofit corporation, whose mailing address is P. O. Box 330226, Kahului, Hawaii 96733, hereinafter referred to as "Lessee", and collectively referred to as the "Parties";

EXHIBIT " 1 "

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of that certain parcel of land of which Lessee desires to lease a portion, described below as the "Premises", to provide education for children and adults in the Hawaiian art of canoe paddling as a recreational sport, for personal growth and character development and as a vehicle for awareness of Hawaiian cultural values; and

WHEREAS, Lessee has used the Premises since 1994 in cooperation with Hawaiian Kamalii, Inc., which held a License to Occupy the Premises, dated December 21, 1994, which was recorded with the State of Hawaii Bureau of Conveyances on January 5, 1995. Lessee has invested in and improved the Premises and adjacent areas to meet its needs during this prior use. The two canoe clubs now desire to lease their respective Premises under separate leases; and

WHEREAS, the County of Maui supports Lessee and hopes to assist Lessee by granting this Lease so that Lessee may continue to conduct its activities on the Premises; NOW, THEREFORE,

Lessor, for and in consideration of Lessee's covenants and agreements set forth herein, does hereby agree to grant a lease to Lessee and Lessee hereby accepts said lease on the terms and conditions set forth below:

A. Premises. The leased area comprises approximately 8,709 square feet, more or less, situated on the area identified as Tax Map Key Number (2)3-7-008:017, more particularly described

as "Easement B" in Exhibits "A" and "B" attached hereto and by reference incorporated herein, hereinafter referred to as the "Premises."

B. Use of Premises. Lessee shall have exclusive use of the Premises to conduct education, training and community competitions in outrigger canoe paddling; conduct intergenerational cultural programs in paddle making and oli; hold community meetings and kokua days for club members; and conduct club meetings and club fundraising events. Lessee shall have non-exclusive use of the areas immediately adjacent to the Premises for activities open to the public. The use of the Premises for any other purpose shall require the prior written approval of Lessor, through its Director of the Department of Parks and Recreation ("Director"). No commercial activities are allowed on the Premises. No subleasing or letting of the Premises is allowed.

C. Term. This Lease shall commence upon execution and expire twenty years thereafter, unless sooner terminated as provided herein.

D. Rent. Lessor reserving and the Lessee yielding and paying to the Lessor the nominal rental amount of ONE DOLLAR (\$1.00) per annum, payable to the County of Maui, Department of Finance, at Lessor's address designated herein or as otherwise designated in writing by Lessor, in advance, within ninety (90)

days of execution of this lease, the receipt and sufficiency of which is hereby acknowledged.

E. Parking lot and areas adjacent to the Premises. Lessee may have temporary, non-exclusive use of the parking lot serving Hoaloha Park, and all areas adjacent to the Premises. Lessee shall not restrict the public's use of or access to the parking lot or the other areas of Hoaloha Park, unless Lessee obtains a permit as described in Section G. herein.

F. No disturbance. Lessee acknowledges and confirms that the Premises is located within Hoaloha Park, a public park facility used by the general public. Lessee and anyone claiming under Lessee, shall limit their activities to the Premises covered by this Agreement and will exercise its rights in a manner causing as little interference as reasonably possible with the use of Hoaloha Park and its parking lot. Lessee and anyone claiming under Lessee shall obey reasonable rules, regulations, instructions and/or directions of Lessor and Lessor's officers, employees, or agents applicable to Hoaloha Park.

G. Permit Required. If Lessee desires to have temporary, exclusive use of the parking lot, other areas of Hoaloha Park, or both, Lessee shall apply for a use permit with the Department of Parks and Recreation. Any event open to the public requires notice to the Department of Parks and Recreation Permit Office, DPRpermits@co.maui.hi.us, (808) 270-7389, no less than three

months prior to the event to determine if additional permitting is required.

H. Additional Covenants, Terms and Conditions. Additional covenants, terms and conditions of this Lease are set forth in Exhibit "C" attached hereto and by reference made a part hereof.

I. Grant requirements. Within three (3) weeks after the end of the fiscal year, Lessee shall transmit to the Department of Parks and Recreation a report, using Exhibit "D", containing the following information for the quarter, and then annually thereafter:

1. Program status summary;
2. Program data summary;
3. Summary of participant characteristics;
4. Changes in real property tax assessment for the real property;
5. Earnings from the grant of real property; and
6. Narrative report.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed on the date set forth above.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

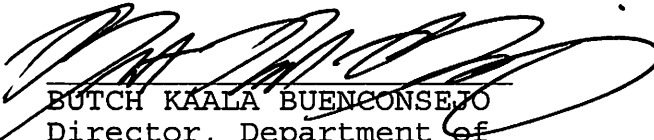
LESSOR:

COUNTY OF MAUI

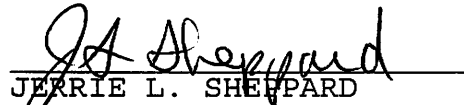
By _____
ALAN M. ARAKAWA
Its Mayor

By _____
DANILO F. AGSALOG
Its Director of Finance

APPROVAL RECOMMENDED:


BUTCH KAALA BUENCONSEJO
Director, Department of
Parks and Recreation

APPROVED AS TO FORM
AND LEGALITY:


JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
2017-0218

LESSEE:

NA KAI EWALU

By Jacob P. Freeman
(Signature)

Jacob P. Freeman
(Print Name)

Its President
(Title)

By Rob. L. Wainui
(Signature)

Robin Lea Wainui
(Print Name)

Its Vice-President
(Title)

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20_____, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

| NOTARY PUBLIC CERTIFICATION | |
|-----------------------------|-------------------------|
| Doc. Date: _____ | # Pages: _____ |
| Notary Name: _____ | Judicial Circuit: _____ |
| Doc. Description: _____ | |
| _____ | |
| _____ | |
| _____ | |
| Notary Signature: _____ | |
| Date: _____ | |

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 20____, before me appeared DANILO F. AGSALOG, to me personally known, who being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 9-18 of the Charter of the County of Maui; and the said DANILO F. AGSALOG acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

Print Name: _____

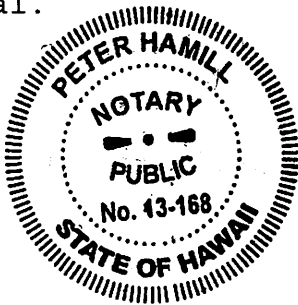
My commission expires: _____

| NOTARY PUBLIC CERTIFICATION | |
|-----------------------------|-------------------|
| Doc. Date: | # Pages: |
| Notary Name: | Judicial Circuit: |
| Doc. Description: | |
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| | |
| | |
| Notary Signature: | |
| Date: | |

STATE OF Hawaii)
Mavi) SS.

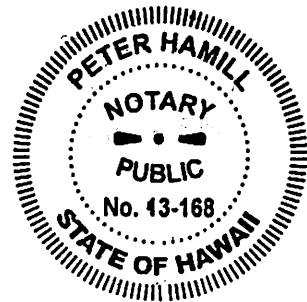
On this 3rd day of May, 2017, before me personally appeared Sacoh Freeman, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Peter Hamill
Notary Public, State of HI
Print Name: Peter Hamill
My commission expires: 5/12/2017

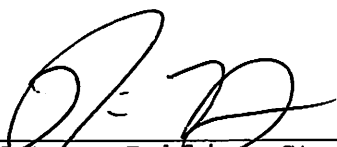
| NOTARY PUBLIC CERTIFICATION | |
|---|----------------------------|
| Doc. Date: <u>5/3/2017</u> | # Pages: <u>25</u> |
| Notary Name: <u>Peter Hamill</u> | Judicial Circuit: <u>2</u> |
| Doc. Description: <u>Na Kai Ewaku Lease of Recreational Space</u> | |
| Notary Signature: <u>Peter Hamill</u> | |
| Date: <u>5/3/2017</u> | |



STATE OF Hawaii)
County of Maui) SS.


On this 3rd day of May, 2017, before me personally appeared Robin Wainui, to me personally known, 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.

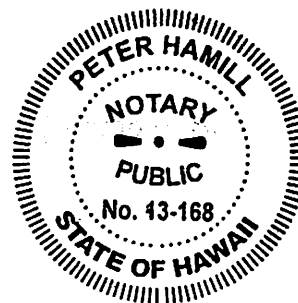
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.


Notary Public, State of HI

Print Name: Peter Hamill

My commission expires: 5/12/2017

| NOTARY PUBLIC CERTIFICATION | |
|---|----------------------------|
| Doc. Date: <u>5/3/2017</u> | # Pages: <u>25</u> |
| Notary Name: <u>Peter Hamill</u> | Judicial Circuit: <u>2</u> |
| Doc. Description: <u>Na Kai Ewale Lease</u> <u>of Recreational Space</u> | |
| Notary Signature:  | |
| Date: <u>5/3/17</u> | |



Land Description

Structure Easement "B"

All of that certain parcel of land being a portion of TMK: (2) 3-7-008:017 being also a portion of Royal Patent 4475 of Land Commission Award 7713, Apana 23 to V. Kamamalu.

Situate at
Kalua, Kahului, Wailuku, Island and County of Maui, State of Hawaii

Beginning at the southeasterly corner of this parcel of land the corner of said point refer to Government Survey Triangulation Station "LUKE" being 4,293.19 feet North and 9,457.92 feet East and running by azimuths measured clockwise from True South and lying 145°20' and 148.89 feet from the easterly corner of TMK: (2) 3-7-008:017, being a point on the northerly side of Lot 2 of First Hawaiian Bank Subdivision, Subdivision No. 3.1074 (TMK: (2) 3-7-008:027), being also the southerly corner of TMK: (2) 3-7-008:025, the corner of said point refer to Government Survey Triangulation Station "LUKE" being 4,170.73 feet North and 9,542.61 feet East; thence, from said point of beginning:

1. 70°08' 83.02 feet along portion of Royal Patent 4475 of Land Commission Award 7713, Apana 23 to V. Kamamalu; thence,
2. 160°08' 104.90 feet along same; thence,
3. 250°08' 83.02 feet along same; thence,
4. 340°08' 104.90 feet along same to the point of beginning and containing an area of 8,709 Sq. Ft. more or less.

This description was prepared by me or under my direct supervision.



Leslie K.T. Lau
Registered Professional Land Surveyor
State of Hawaii Certificate Number LS12978
License Expiration Date: 30 April 2018

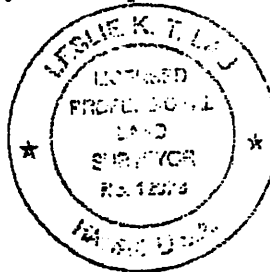
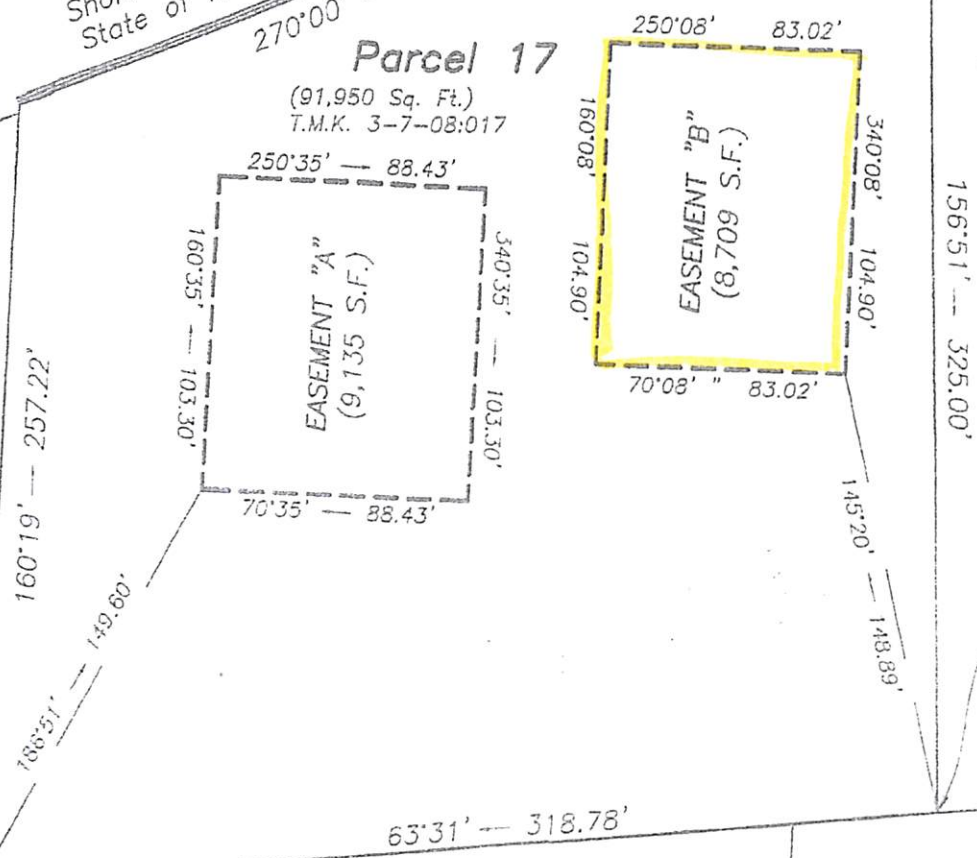
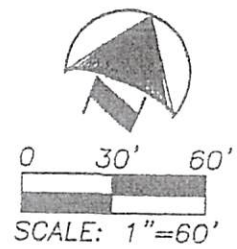


EXHIBIT " A "

S E A
Shoreline Boundary as certified by the
State of Hawaii on January 13, 1988

Parcel 17

(91,950 Sq. Ft.)
T.M.K. 3-7-08:017



"LUKE"
4,028.57 N.
9,257.28 E.

"LUKE"
4,170.73 N.
9,542.61 E.

This map was prepared by me or under
my direct supervision.

Leslie K.T. Lau
Registered Professional Land Surveyor
State Of Hawaii Certificate Number LS12978
License Expiration Date: 30 April 2014



CDF Engineering LLC
P.O. Box 2985 Wailuku, HI 96793
Office: (808) 891-2400 Fax: (808) 879-2402
E-Mail: jake@cdfengineers.com

STRUCTURE EASEMENT "A" & "B"

Situated at Kalua, Kahului, Wailuku,
Island and County of Maui

EXHIBIT

B

RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

RESERVING UNTO THE STATE OF HAWAII THE FOLLOWING:

1. Minerals and Waters.

A. All minerals as hereinafter defined, in, on or under the Premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such materials by any means whatsoever including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver bauxite, bauxitic clay, dispore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and without limitation thereon all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of Lessee's permitted activities on the Premises and not for sale to others.

B. All surface and ground water appurtenant to the demised land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the State of Hawaii of the rights reserved in this paragraph, just compensation shall be paid to Lessee for any of Lessee's improvements taken.

2. Prehistoric and Historic Remains. All prehistoric and historic remains found on the Premises, this Lease shall be subject to the rights of native tenants and to regulatory rights and ownership rights (if any) of the State of Hawaii established pursuant to state law including chapter 6E, Hawaii Revised Status, over prehistoric or historic remains found in, on, or under the land.

LESSEE HEREIN COVENANTS AND AGREES WITH LESSOR AS FOLLOW:

1. Taxes, Assessments, Etc. Lessee shall pay or cause to be paid, prior to delinquency, any taxes and assessments, of every description, as to said Premises, or any part thereof, including any improvements thereon; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Lessee shall be required to pay only such installments, together with interest, as shall become due and payable during said term. Without limiting the generality

EXHIBIT "C"

of the foregoing, Lessees shall also be responsible for the payment of any Hawaii general excise tax (or successor tax) imposed upon the payment of all sums by Lessee under this Lease. Lessee shall remain current in payment of all taxes, rents, or other obligations to the United States, the State of Hawaii, or any of its political subdivisions, including the County of Maui.

2. Utility Services. Lessee shall pay, prior to delinquency, all charges for water, sewer, gas, electricity, telephone and other services or utilities used by Lessee on the Premises during the term of the Lease unless otherwise expressly agreed in writing by Lessor.

3. No Residential Use. Lessee, its agents, employees and invitees, shall not use the Premises as temporary or permanent residence. Lessee shall not permit or allow any person to live on the Premises.

4. Indemnification. To the extent permitted by law, Lessee shall indemnify, release, and hold harmless the County, its departments, agencies, officers, directors, employees, and agents from any and all manner of actions and claims, suits, damages, judgments, costs and expense, including reasonable attorney's fees, arising from the Lessee's use of the Premises or arising from the construction of Lessee's improvements, from the failure of Lessee to observe and perform any of the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, or from any act or negligence or omission to act of Lessee, its agents, contractors, servants, employees, concessionaires or licensees in or about the demised Premises or in any connection with this Lease. In case any action or proceeding be brought against Lessor by reason of any such claim, even though such claim be based on alleged fault of Lessor, Lessee agrees to pay the reasonable costs and expenses thereof, secured against Lessee by reason of such action or proceeding. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

5. Costs of Litigation. In case Lessor without any fault on their part, is made a party to any litigation commenced by or against Lessee (other than condemnation proceedings), Lessee shall pay all costs and expenses, including attorney's fees, incurred by or imposed on Lessor. Lessee shall pay all costs and expenses, including attorney's fees, which may be incurred by or paid by Lessor in enforcing the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, in recovering possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

6. Assumption of Risk and Liability. Lessee, as a material part of the consideration to Lessor for this Lease, does hereby assume all risk of bodily injury, wrongful death and/or property damage, business interruption or economic loss occasioned by any accident, fire, or nuisance made or suffered on the Premises, and hereby waives any and all claims against Lessor. All inventory, property, vehicles, approved improvements and equipment of Lessee shall be kept, placed or stored at the sole risk of Lessee, and Lessor shall not be responsible or liable for any damage thereto or loss or theft thereof, including subrogation claims by Lessee's insurance carriers.

7. "As Is" Condition. Lessor has not made and shall not make, any representation or warranty, implied or otherwise, with respect to the condition of the premises, including but not limited to (a) any express or implied warranty of merchantability or fitness for any particular purpose or (b) any dangerous or defective conditions existing upon the premises, whether or not such conditions are known to Lessor or reasonably discoverable by Lessee. Lessee accepts the Premises in a completely "as is" condition, with full assumption of the risks, and consequences of such conditions.

8. Mortgage. Lessee may mortgage or create a security interest in the demised premises or any portion thereof with the prior written approval of the Director, Department of Parks and Recreation, provided that, in the case of default the leasehold interest may be foreclosed only by judicial action pursuant to Chapter 667, Hawaii Revised Statutes, and the leasehold interest shall be transferred to the purchaser by assignment of lease for the remainder of the lease term only.

9. Liens. Lessee shall not commit or suffer any act of neglect whereby the Premises, or any part thereof, or the estate of Lessee in the same, shall become subject to any attachment, judgment, lien, charge, or encumbrance (hereinafter collectively called "Lien"), whatsoever. In the event that any Lien shall attach to or encumber the Premises, or if an application for a Lien is filed in any court of competent jurisdiction, Lessee shall bond against or discharge the same within ten (10) days after written request by Lessor. Lessee shall indemnify and hold harmless the Lessor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including attorney's fees.

10. Rules and Regulations. Lessor excepts and reserves the right, from time to time, to adopt reasonable rules and regulations pertaining to Lessee's use of the Premises, which rules and regulations shall be binding upon Lessee upon notice thereof to Lessee. For enforcement of such rules and regulations, if any,

Lessor shall have all remedies in this Agreement and any other remedies allowed by law.

11. Alterations and Improvements. Lessee shall make no alterations to any structure on the Premises or construct any building or make any other improvements on the Premises without the prior written approval of the Director, Department of Parks and Recreation. Alterations or improvements on the Premises approved by the Director, Department of Parks and Recreation, made by and paid for by Lessee, with the exception of fixtures which cannot be removed without damage to the Premises, shall, unless otherwise provided by written agreement between the Parties, be the property of Lessee.

12. Fixed Improvements. Lessee shall not at any time during the term construct, place, maintain or install on the premises any building, structure or improvement of any kind or description except with the prior written approval of Lessor and upon those conditions the Lessor may impose, including any adjustment of rent, unless otherwise provided in this Lease. All improvements of whatever kind or nature located on the Premises prior to, or on the commencement date of this Lease shall be, and at all times remain, the property of the Lessor.

13. Repair and Maintenance. Lessee shall at its own expense at all times during the term of this Lease, substantially repair and maintain, and keep all improvements now or hereafter built or made on the Premises in good and safe repair, order, and condition, reasonable wear and tear excepted.

14. Sanitation. Lessee shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

15. Waste and Unlawful, Improper or Offensive Use of Premises. Lessee shall not commit, suffer, or permit to be committed any waste or nuisance, or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the Director, Department of Parks and Recreation, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees growing on the Premises at the commencement of the this Lease, as well as any trees that are growing on the Premises during the duration of the this Lease.

Lessee shall not allow the Premises to become unduly eroded or subject to any material increase in weeds or litter, and Lessee shall make reasonable efforts to prevent or correct same.

16. Hazardous Materials. Lessee shall at all times, at its own cost and expense, comply with all federal, state and local laws, ordinances, regulations and standards relating to the use, analysis, production storage, sale, disposal or transportation of

any hazardous materials, including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or polluting materials which are now or in the future subject to any governmental regulation (hereinafter collectively referred to as "hazardous substances"). Prior to commencing use of the Premises for any activity involving the storage, use, or distribution of (a) any hazardous substance, or (b) products or materials which (i) include any hazardous substance as a component and (ii) which, if an accident occurred, might result in the release or discharge of any hazardous substance, Lessee shall give written notice of such proposed use to Lessor. Such notice shall set forth (a) the proposed use and the hazardous substance involved, (b) a hazardous substance management plan describing the actions taken or proposed to be taken by Lessee to assure Lessee's compliance with the requirements of this Lease, and (c) evidence of insurance or other financial resources available to Lessee sufficient to assure Lessee's ability to comply with its obligations. Upon the expiration or earlier termination or revocation of this Lease, Lessee shall (a) cause all hazardous substances previously owned, stored, or used by Lessee to be removed from the Premises and disposed of in accordance with applicable provisions of law; (b) remove any storage tanks or containers installed or used by Lessee to store any hazardous substances and repair any damage caused by such removal; (c) cause any soil or other portion of the Premises which has become contaminated by any hazardous substances stored or used by Lessee to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities; and (d) surrender possession of the Premises to Lessor free of the presence or effects of any hazardous substances generated or used by Lessee in, on, or about the Premises during the term of this Lease. Lessee shall indemnify and hold harmless Lessor from and against any and all claims relating to hazardous materials arising from this Lease. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

17. Rights of Way and Easements. Lessor reserves the right, to issue rights of way and easements for lines, transmission facilities and appurtenances for utilities, electricity, gas, telephone, pipes, water, sewers, drainage, flowage, and any other purposes, whatsoever, without limitation, including the right to enter to construct, reconstruct, operate and maintain such facilities; provided that all such reserved rights shall be reasonably exercised so as to cause the least practicable interference with Lessee's operations; provided further, that, in any such event, any improvements made by Lessee which were damaged as a result of such entry shall be restored to a condition as near as practicable prior to such entry. Lessor further reserves the right to authorize public access over,

across, under and through the Premises.

18. Access to Information. Lessee shall provide Lessor with access to Lessee's books, records, assets, facilities, and all other information relative to the use of the Premises, as deemed necessary in the judgment of Lessor.

19. Liability Insurance, Required Coverage. In order to protect itself as well as the County under the indemnification agreement set forth herein, the Lessee shall obtain, pay for, and keep in force throughout the period of this Lease comprehensive liability insurance issued by an insurance company (the "Carrier") authorized to do business in the State of Hawaii (an "Admitted Carrier"), or by a company not authorized to do business in the State of Hawaii (a "Non-Admitted Carrier") only through a general insurance agent or broker licensed in the State of Hawaii. The Carrier shall be rated no less than "A-" as established by "AM Best" or "Standard and Poor" ratings.

The insurance policy, as evidenced by issuance of a "Policy Endorsement", shall name the County of Maui, its departments, agencies, officers, directors, employees and agents as "Additional Insured", and shall include a duty to defend the County, its departments, agencies, officers, directors, employees and agents against any loss, liability, claims, and demands for injury or damage, including but limited to, claims for property damage, personal injury, or wrongful death, arising out of, or in connection with Lessee's actions and/or use of Premises.

Unless otherwise agreed to by the, the insurance policy shall contain the following minimum requirements:

- 1) No less than a Combined Single Limit ("CSL") of liability coverage of \$1,000,000;
- 2) No erosion of limit by payment of defense costs; and
- 3) Minimum annual aggregate limit of \$2,000,000.

Prior to or upon the execution of this Agreement, Lessee shall furnish the Lessor with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the insurance policy, provide the County with a copy of the renewed insurance policy certificate together with the required endorsements throughout the term of this Lease. Unless waived by the County, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given Lessor thirty (30) calendar days prior written

notice of the intended cancellation or termination.

20. Property Insurance. Lessee shall, unless otherwise agreed to by the Director, Department of Parks and Recreation, procure and, during the entire term of this Lease, keep in force and effect special form property insurance covering all of Lessee's leasehold improvements, trade fixtures, inventory, equipment and personal property from time to time in, on or upon the Premises, in an amount not less than the full replacement cost thereof without deduction for depreciation, providing protection against all risks of loss not otherwise excluded for the Premises, together with insurance against sprinkler damage, vandalism, and malicious mischief, including demolition and debris removal and extended coverage, hurricane/wind coverage, and with inflation guard endorsement, if available in any insurance company qualified to do business in the State of Hawaii and shall, from time to time, deposit promptly with Lessor the policy and premium receipts therefor or a current certificate that such insurance is in full force and effect and shall not be cancelled without written notice to Lessor sixty (60) days prior to the effective date of such cancellation. All such policies shall be made payable to Lessor and Lessee as their interests may appear (it being understood and agreed that Lessor's interest shall be limited to permanent fixtures and other installations which are not removable by Lessee upon the termination of this Lease), and shall provide for a deductible of not more than \$5,000.00. All policy proceeds shall be used for the repair or replacement of the property damaged or destroyed unless this Lease shall cease and terminate in accordance with the provisions of this Lease.

21. Fire Insurance. Lessee shall, unless otherwise agreed to by the Director, Department of Parks and Recreation, procure, at its own cost and expense, and maintain during the period of this Lease, a policy or policies of fire insurance, on all buildings and improvements on the Premises, against loss or damage by fire in an amount equal to one hundred percent (100%) of the replacement value of the Premises as established by the insurance appraiser and as approved by the Director of Finance, and shall pay premiums thereon at the time and place the same are payable. The policy or policies of insurance shall be made payable in the case of loss to the County of Maui, as its interest may appear, and shall be deposited with the County. Any proceeds derived therefrom in the event of total or partial loss shall be immediately available to, and as soon as reasonably possible be used by Lessee for rebuilding, repairing, or otherwise reinstating the same buildings in a good and substantial manner according to the plans and specifications approved in writing by the County; provided, however that with the approval of the County, Lessee may surrender this Lease and Lessee shall then receive that portion of said proceeds which constitute the proportionate value of permanent improvements made by Lessee, if any, in relation to the

unexpired term of this Lease and useful life of the improvements at the time of the loss, if any, with the County retaining the remaining proceeds of said proceeds.

22. Condemnation. If at any time during the term of this Lease any portion of the leased Premises should be condemned or required for public purposes by the State of Hawaii or the United States, Lessee shall be entitled to receive from the condemning authority the proportionate value of Lessee's permanent improvements so taken in the proportion that it bears to the unexpired term of this Lease; provided that Lessee may, in the alternative, remove and relocate Lessee's improvements to the remainder of the Premises occupied by Lessee. Lessee shall not by reason of the condemnation be entitled to any claim against Lessor for condemnation or indemnity for its interest in this Lease and all compensation payable or to be paid for or on account of this Lease by reason of the condemnation, except as aforesaid as to Lessee's improvements, shall be payable to and be the sole property of Lessor. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was leased, Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability therefor; provided that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by Lessor. The foregoing right of Lessor shall not be exclusive of any other to which Lessor may be entitled by law.

23. Lessor's Lien. Lessor shall have a lien on all the buildings and improvements placed on the Premises by Lessee, on all property kept or used on the Premises, whether the same is exempt from execution or not, and on the premises, whether the same is exempt from execution or not, and on the rents of all improvements and buildings situated on the Premises for all costs, attorney's fees, rent reserved, taxes, and assessments paid by Lessor on behalf of Lessee and for the payment of all money as provided in this Lease to be paid by Lessee, and such lien shall continue until the amounts are paid.

24. Assignment. Lessee may not assign the Lease for the remainder of the Lease term.

25. Sublease. Lessee may not sublease the premises without written authorization of Lessor.

26. Lessee's Right to Terminate. If Lessee is not in default of the terms of this Lease to be observed and performed, Lessee may terminate this Lease by giving Lessor at least sixty (60) days prior written notice of such termination.

27. Surrender of Premises. At the expiration, revocation, cancellation or termination of this Lease, Lessee shall peaceably surrender the Premises, together with all improvements existing or constructed thereon, unless provided otherwise. On or before the last day of the term or the sooner termination thereof, Lessee, if not then in default, shall remove all trade fixtures, operating equipment and other personal property of Lessee from the Premises and repair any damage occasioned by any such removal. Property not so removed shall be deemed abandoned by Lessee.

28. Termination. If Lessee becomes bankrupt, dissolves, becomes inactive, or abandons the leased Premises for a period of four (4) consecutive months, or if this Lease and the leased Premises shall be attached or otherwise taken by operation of law, or if any assignment be made of Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, obligations, rules, regulations, provisions, terms and conditions, and such failure shall continue for a period of more than thirty (30) days after delivery by Lessor of a written notice of such breach or default, by personal service, registered mail or certified mail to Lessee at Lessee's last known address, all rights granted hereunder to Lessee shall cease and this Lease shall terminate without prejudice to any other remedy or right of action for arrears of rent or damages or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of Lessor, subject to any valid mortgages against the property.

29. Covenant Against Discrimination. The use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon race, sex, sexual orientation, age, religion, color, ancestry, national origin, disability, marital status, arrest and court record, assignment of income for child support obligations, and National Guard participation.

30. ADA Compliance. Lessor makes no representations or warranties, express or implied, as to the Premises or any existing improvements thereon, regarding compliance with the Americans with Disabilities Act of 1990 ("ADA"), 42 U.S.C. §§12101-12213 (2000), as amended. Lessee shall be responsible for complying with the ADA and Lessee shall defend, indemnify and hold harmless Lessor against any and all claims regarding non-compliance with any requirement of the ADA. All costs relating to any required improvements or modifications to the Premises, and any existing

improvements thereon, shall be borne by Lessee. Notwithstanding any other provision of this Lease to the contrary, any improvements to the Premises constructed by Lessee shall be in compliance with the ADA.

31. Compliance with Laws. Lessee shall comply with all federal, state, and county laws pertaining to the Premises and activities conducted on the Premises, now in force or which may hereinafter be in force.

32. Interpretation Under Hawaii Law. This Lease is made and entered into in the State of Hawaii, and shall in all respects be interpreted, enforced, and governed under the laws of the State of Hawaii.

33. Gender. The use of any gender shall include all genders, and if there be more than one Lessee or Lessor, then all words used in the singular shall extend to and include the plural.

34. Paragraph Headings. The paragraph headings throughout this lease are for the convenience of Lessor and Lessee and are not intended to construe the intent or meaning of any of the provisions thereof.

35. Time of the Essence. Time is of the essence of this Lease and all of the terms, provisions, covenants, and conditions hereof.

36. Notices. All notices or demands that are required or may be given under this Lease by one party to another party, or that are required by law, shall be in writing and shall be deemed to have been validly given or served in the following manner: (a) by delivery to the intended addressee; or (b) by depositing the notice with a reputable private courier service for next business day delivery to the intended recipient at its address set forth on the first page of this Lease or at such other address as a party shall have designated for such purpose by notice to the other party or parties; or (c) by depositing the notice with the United States Postal Service for delivery, postage prepaid, registered or certified mail, return receipt requested, to the intended recipient at its address set forth on the first page of this Lease or at such other address as a party shall have designated for such purpose by notice to the other party or parties.

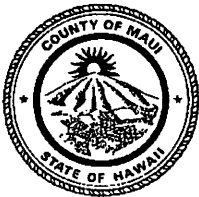
A notice shall be deemed received upon personal delivery to the designated address or three days after being deposited with a private courier service or with the United States Postal Service as described, supra. Rejection of or refusal to accept a notice or the inability to give notice because a notice of a change in address was not given as required by this Paragraph shall be deemed

to be receipt of the notice sent when tendered as provided by this Paragraph.

If a party has designated an agent for service of process, notice to the agent shall conclusively be deemed service on the party. A party shall have the right from time to time to change its address for receipt of notice and to specify any other address within the United States of America by giving written notice of the change in address to the other party or parties at least fifteen (15) days in advance. A notice of change of address is effective under this Lease only when actually received.

37. Assistance of Legal Counsel. The Parties represent and certify to each other that they have been advised to seek the advice of legal counsel and have done so. The Parties have carefully read and fully understand all of the provisions of this Lease, and have thoroughly discussed all aspects of this Lease with their respective counsel. The parties are voluntarily entering into this Lease and no party or its agents, representatives, or attorneys have made any representations concerning the terms or effects of this Lease other than those contained herein.

END OF EXHIBIT "C"



DEPARTMENT OF PARKS AND RECREATION

700 Hali'a Nakoa Street, Unit 2, Wailuku, Hawaii 96793

ANNUAL REAL PROPERTY GRANT REPORT

Report Period: Fiscal Year July 1, _____ - June 30, _____

ORGANIZATION: _____

Tax Map Key Number(s): _____

Department of Parks and Recreation's Mission: The purpose of the Department of Parks and Recreation is to provide safe, satisfying and cost-effective recreational opportunities for the residents of and visitors to Maui County.

INSTRUCTIONS

Provide a narrative response to each question below for each quarter and fiscal year.

I. Program Data/Status Summary

- List each program goal/benchmark for the leased/licensed site and how it contributes towards the Parks Department's mission (noted above).
- What objectives/action steps were completed this fiscal year for each goal?
- What measurable outcomes were achieved this fiscal year?
- Were your organization's programs/activities open to the public? If so, how were they promoted to residents and visitors?
- Give actual number of people attended at activities, programs and events on property for each quarter of the fiscal year.
- What objectives/actions steps will be accomplished during the next fiscal year?

II. Narrative Report

- What program challenges occurred this fiscal year and how were they addressed and/or resolved?
- Describe any staff changes in your organization.
- Were there any fundraising activities on leased/licensed property? If so, please indicate how many, type of activity, primary beneficiary of the fundraising, and how your organization participated and benefited from the activity.
- Describe improvements on the property, its condition, and your risk evaluation program. How often are site inspections done and by who?
- Disclosure of any organizational conflict of interest and criminal violations.
- Were audits done this fiscal year? When is the next audit planned for your organization?

Please submit the following information with this report:

- Board of Directors' Minutes.
- Updated list of Board of Directors
- Financial status report including but not limited to the total revenue generated on the property leased/licensed.
- Update Tenant Contact Information Form.
- Current Liability Insurance Certificate naming the County of Maui as additional insured.

Report Prepared by: _____

Print Name/Title

Signature

Date

EXHIBIT " D "

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS
STATE OF HAWAII

BUREAU OF CONVEYANCES

JAN 05 1995

DATE

DOCUMENT NO.

371
95-001458

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup () To:

Department of Finance
County of Maui
200 South High Street
Second Floor
Wailuku, Maui, HI 96793

Affects TMK: (2) 3-7-8-17 and TMK: (2) 3-7-8-8

L I C E N S E T O O C C U P Y

THIS LICENSE TO OCCUPY made this 21st day of December, 1994, by and between COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose principal place of business and mailing address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "Licensor", and HAWAIIAN CANOE CLUB, INC. and HAWAIIAN KAMALII, INC., Hawaii non-profit corporations, whose business mailing address is Post Office Box 5063, Kahului, Hawaii 96793, hereinafter collectively referred to as the "Licensee":

W I T N E S S E T H :

THAT, the Licensor for and in consideration of the rent to be paid and of the terms, covenants and conditions contained herein,

and contained in the General Conditions attached hereto as Exhibit "B" and made a part hereof, and contained in that certain unrecorded Grant Agreement dated the 21st day of December, 1994, attached hereto as Exhibit "D" and made a part hereof, and contained in that certain Warranty Deed dated May 18, 1994, by and between A&B-Hawaii, Inc., as "Grantor", and the County of Maui, as "Grantee", recorded on November 9, 1994 as Document No. 94-183976 in the Bureau of Conveyances, State of Hawaii (hereinafter "Warranty Deed"), incorporated by reference herein and attached as Exhibit "B-2" to the Grant Agreement, and contained in that certain Easement dated October 18, 1994, by and between A&B-Hawaii, Inc., as "Grantor", and the County of Maui, as "Grantee", recorded on November 9, 1994 as Document No. 94-183977 in the Bureau of Conveyances, State of Hawaii (hereinafter "Easement"), incorporated by reference herein and attached as Exhibit "B-3" to the Grant Agreement, all on the part of the Licensee to be kept, observed and performed, does hereby demise and license unto the Licensee, and the Licensee does hereby license and hire from the Licensors, that certain land as set forth below (hereinafter called the "Premises"):

1. Exclusive use of that certain area of land, and any improvements now or hereafter thereon, in Kahului, Maui, Hawaii, being a portion of TMK: (2) 3-7-8-17 owned by the Licensors, said exclusive use limited to the area of the Hale Site "A", consisting of approximately 4,200 square feet, as shown on the drawing of Hoaloha Park attached hereto as Exhibit "A-1" and made a part hereof, pursuant

to the terms and conditions of the aforesaid Warranty Deed and this license;

2. Exclusive use of a 10-foot perimeter area of land around the Hale Site "A", pursuant to the terms and conditions of the Warranty Deed and this license;

3. Exclusive use of that certain area of land, and any improvements now or hereafter thereon, in Kahului, Maui, Hawaii, being a portion of TMK: (2) 3-7-8-17 owned by the Licensor, said exclusive use limited to the area of the Hale Site "B", consisting of approximately 4,200 square feet, as shown on the drawing of Hoaloha Park attached hereto as Exhibit "A-1" and made a part hereof, pursuant to the terms and conditions of the Warranty Deed and this license;

4. Exclusive use of a 10-foot perimeter area of land around the Hale Site "B", pursuant to the the terms and conditions of the Warrantry Deed and this license;

5. Non-exclusive use of the remaining area of land in TMK: (2) 3-7-8-17, owned by the Licensor, consisting of approximately 83,550 square feet, pursuant to the terms and conditions of the Warranty Deed and this license; and

6. Non-exclusive use of that certain Easement "E", as more particularly described in Exhibit "A-2" attached hereto and made a part hereof, for access and utility purposes to TMK: (2) 3-7-8-17 across that certain adjacent real property located in Kahului, Maui, Hawaii, being TMK: (2) 3-7-8-8 owned by A&B-Hawaii, Inc., pursuant to the terms and conditions of the aforesaid Easement and this license.

TO HAVE AND TO HOLD the Premises unto the Licensee for the term of TWENTY (20) years, commencing on the 1st day of January, 1996, up to and including the 31st day of December, 2014, with an option to extend the license for another TWENTY (20) years, commencing on the 1st day of January, 2015, up to and including the 31st day of December, 2034, as hereinafter set forth, unless sooner terminated as hereinafter provided, the Licensor reserving and the Licensee yielding and paying to the Licensor a net annual rental of ONE AND NO/100 DOLLARS (\$1.00) per year, payable in advance in the amount of TWENTY AND NO/100 DOLLARS (\$20.00) upon the execution hereof, and payable in advance in the same amount on January 1, 2015 if the option to extend is exercised as hereinafter set forth, payable to the County of Maui, Department of Finance, at Licensor's address designated herein or as otherwise designated in writing by Licensor to Licensee.

RESERVING UNTO THE LICENSOR THE FOLLOWING:

1. Minerals and Waters.

A. All minerals as hereinafter defined, in, on or under the licensed Premises and the right, on Licensor's own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such minerals by any means whatsoever, including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver, bauxite, bauxitic clay, diaspore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and, without limitation thereon, all

other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of the Licensee's permitted activities on the Premises and not for sale to others.

B. All surface and ground waters appurtenant to the licensed land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the Licensor of the rights reserved in this paragraph, just compensation shall be paid to the Licensee for any of the Licensee's improvements taken.

2. Prehistoric and Historic Remains. All prehistoric and historic remains found on said Premises.

3. Ownership of Fixed Improvements. Licensor shall retain ownership of all improvements of whatever kind or nature, located on the land prior to or on the commencement date of this license, excluding those improvements constructed during the term of this license provided that at the end of the license term, any such improvements shall be the property of the Licensor.

THE LICENSEE COVENANTS AND AGREES WITH THE LICENSOR AS FOLLOWS:

1. Payment of Rent. That the Licensee shall pay said rent to the Licensor at the times, in the manner and form aforesaid in legal tender of the United States of America.

2. Taxes, Assessments, Etc. That the Licensee shall pay or cause to be paid, when due, the amount of all taxes, rates, assessments and other outgoings of every description as to which said Premises, or any part thereof, or any improvements thereon, or the Licensor or Licensee in respect thereof, are now or may be assessed or become liable by authority of law during the term of this license; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Licensee shall be required to pay only such installments, together with interest, as shall become due and payable during said term.

3. Utility Services. That the Licensee shall pay when due all charges, duties and rates of every description, including water, sewer, gas, refuse collection or any other charges, as to which said Premises, or any part thereof, or any improvements thereon, or the Licensor or Licensee in respect thereof, may during said term become liable, whether assessed to or payable by the Licensor or Licensee.

4. Covenant Against Discrimination. That the use and enjoyment of the Premises shall not be in support of any policy which discriminates against anyone based upon sex, sexual orientation, national origin, age, race, color, religion or disability.

5. Sanitation, Etc. That the Licensee shall keep the Premises and improvements in a strictly clean, sanitary and orderly condition.

6. Waste and Unlawful, Improper or Offensive Use of Premises. That the Licensee shall not commit, suffer or permit to be committed any waste, nuisance, strip or unlawful, improper or offensive use of the Premises, or any part thereof, nor, without the prior written consent of the Licensor, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees now growing on said Premises.

7. Compliance with Laws. That the Licensee shall comply with all of the requirements of all municipal, state, and federal authorities and observe all municipal, state and federal laws pertaining to the Premises, now in force or which may hereinafter be in force.

8. Inspection of Premises. That the Licensee will permit the Licensor and its agents, at all reasonable times during the said term, to enter the Premises and examine the state of repair and condition thereof.

9. Liens. That the Licensee will not commit or suffer any act or neglect whereby the Premises or any improvement thereon or the estate of the Licensee in the same shall become subject to any attachment, lien, charge or encumbrance whatsoever, except as hereinafter provided, and shall indemnify and hold harmless the Licensor from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom.

10. Use of Premises. That the Licensee shall use or allow the Premises hereby licensed to be used solely for organized Hawaiian outrigger canoeing activities and activities ancillary thereto,

including but not limited to practice and competition in Hawaiian outrigger canoeing, cultural programs and equipment storage, and for access and utility purposes, pursuant to the terms, covenants and conditions contained herein, and contained in the General Conditions attached hereto as Exhibit "B", and contained in the Grant Agreement attached hereto as Exhibit "D" including the Warranty Deed and the Easement attached thereto, all of which are incorporated by reference herein and made a part hereof. Use of the Premises other than by Licensee shall be at the discretion of the Department of Parks and Recreation, pursuant to its standard policy on outside use. Any and all fees to be charged by the License to the general public for daily gate admission to the Premises shall be approved in advance by Maui County Council upon the recommendation of the Director of Department of Parks and Recreation.

11. Indemnity. That the Licensee will indemnify, defend and hold the Licensor harmless from and against any claim or demand for loss, liability or damage, including claims for property damage, personal injury or death, arising out of any accident on the Premises and sidewalks and roadways adjacent thereto or occasioned by any act or nuisance made or suffered on the Premises, or by any fire thereon, or growing out of or caused by any failure on the part of the Licensee to maintain the licensed Premises in a safe condition, or by any act or omission of the Licensee, and from and against all action, 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 rules, regulations, ordinances and laws of the federal, state, municipal or county governments.

12. Costs of Litigation. That in case the Licensor shall, without any fault on its part, be made a party to any litigation commenced by or against the Licensee (other than condemnation proceedings), the Licensee shall and will pay all costs and expenses incurred by or imposed on the Licensor; furthermore, the Licensee shall and will pay all costs and expenses which may be incurred by or paid by the Licensor in enforcing the covenants and agreements of the license, in recovering possession of the Premises or in the collection of delinquent rental, taxes and any and all other charges.

13. Insurance. That the Licensee shall procure, at its own cost and expense, and maintain during the entire period of this license, a policy or policies of comprehensive public liability insurance, in an amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000.00), insuring the Licensor and Licensee against all claims for personal injury and/or death, and in an amount of at least ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$100,000.00) for property damage, or in amounts and for types of coverage as otherwise designated in writing by Licensor to Licensee, that the policy or policies shall cover the entire Premises; including all buildings, improvements and grounds and all roadways or sidewalks on or adjacent to the Premises in the control or use of the Licensee. The Licensee shall furnish the Licensor with a certificate showing the policy to be initially in force and shall furnish a like certificate upon each renewal of the policy, each certificate to contain or be accompanied by an assurance

of the insurer to notify the Licensor of any intention to cancel the policy prior to actual cancellation. The procuring of this policy shall not release or relieve the Licensee of its responsibility under this license as set forth herein or limit the amount of its liability under this license. The notice to cancel shall be sent to the Licensor sixty (60) days prior to the date of cancellation.

Further, pursuant to Paragraph 10 of the Easement attached as Exhibit "B-3" to the Grant Agreement attached hereto as Exhibit "D", the Licensor hereby requires the Licensee, and the Licensee hereby agrees, to maintain a policy of general liability insurance insuring the Licensee, and naming the Licensor and A&B-Hawaii, Inc., as additional insureds, against liability for personal injury or property damage arising out of the use of the Easement Area described in said Easement. The initial amount of such insurance shall be at least One Million Dollars (\$1,000,000.00), combined single limit per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, lender requirements, and other relevant factors as reasonably determined by the Licensor and A&B-Hawaii, Inc. The policy shall contain: (a) a cross-liability endorsement, (b) a provision that such coverage is primary and non-contributing with any other policy in the event of overlapping coverage, (c) a contractual liability endorsement, (d) liquor liability coverage (if liquor is sold, served or consumed on Parcel 17 described in said Easement), and (e) a provision that no cancellation or reduction in coverage shall be effective until thirty (30) days after written notice to the Licensor and A&B-Hawaii, Inc.

The policy shall be issued by an insurer licensed in Hawaii or reasonably approved by the Licensor and A&B-Hawaii, Inc. The Licensee shall deliver to the Licensor and A&B-Hawaii, Inc., a renewal certificate or binder of such policy at least twenty (20) days prior to expiration thereof.

14. Licensor's Lien. That the Licensor shall have a lien on all the buildings and improvements placed on the said Premises by the Licensee, on all property kept or used on the Premises, whether the same is exempt from execution or not and on the rents of all improvements and buildings situated on said Premises for all such costs, attorney's fees, rent reserved, for all taxes and assessments paid by the Licensor on behalf of the Licensee and for the payment of all money as provided in this license to be paid by the Licensee, and such lien shall continue until the amounts due are paid.

15. Repair and Maintenance. Licensee will at its own expense from time to time and at all times during the term, substantially repair, maintain and keep all improvements now or hereafter built or made on the Premises in good and safe repair, order, and condition, reasonable wear and tear excepted.

16. Breach. That time is of the essence of this agreement and if the Licensee shall fail to pay such rent or any part thereof at the times and in the manner aforesaid within thirty (30) days after delivery by the Licensor of a written notice of such breach or default, or if the Licensee shall become bankrupt, or shall abandon the said Premises, or if this license and said Premises shall be attached or otherwise be taken by operation of law, or if any

assignment be made of the Licensee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such failure shall continue for a period of more than thirty (30) days after delivery by the Licensor of a written notice of such breach or default, by personal service, registered mail or certified mail to the Licensee at its last known address and to each mortgagee or holder of record having a security interest in the Premises, the Licensor may at once re-enter such Premises or any part thereof, and upon or without such entry, at its option, terminate this license without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of the Licensor; furthermore, Licensor shall retain all rent paid in advance as damages.

17. Improvements; Funding. Licensee shall not at any time during the term hereof, construct, place, maintain, and install on said Premises any improvement of any kind and description whatsoever or undertake any significant repairs except with the prior written approval of the Licensor and upon such conditions as the Licensor may impose, including any adjustment of rent, unless otherwise provided. The Licensee shall be solely responsible for the funding of its improvements, maintenance, and operation of the licensed Premises and shall hold the Licensor harmless from any and all claims whatsoever arising in connection with said activities.

18. Condemnation. If at any time, during the term of this license, any portion of the licensed Premises should be condemned, or required for public purposes by the State of Hawaii or the United States, the rental shall be reduced in proportion to the value of the portion of the Premises condemned. The 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 the Licensee's permanent improvements so taken in the proportion that it bears to the unexpired term of this license; provided that the Licensee may, in the alternative, remove and relocate its improvements to the remainder of the lands occupied by the Licensee. The Licensee shall not by reason of the condemnation be entitled to any claim against the Licensor for condemnation or indemnity for any interest in this license and all compensation payable or to be paid for or on account of this license by reason of the condemnation shall be payable to and be the sole property of the Licensor. The foregoing rights of the Licensee shall not be exclusive of any other to which Licensee may be entitled by law. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was licensed, the Licensee shall have the option to surrender this license and be discharged and relieved from any further liability therefor; provided, that Licensee may remove its personal property placed by it on the Premises within such reasonable period as may be allowed by the Licensor.

19. Right to Enter. The Licensor and the agents or representatives thereof shall have the right to enter and cross any portion of said licensed land for the purpose of performing any public or official duties; provided, however, in the exercise of such rights, the Licensor shall not interfere unreasonably with the Licensee or Licensee's use and enjoyment of the Premises.

20. Acceptance of Rent Not a Waiver. That the acceptance of rent by the Licensor shall not be deemed a waiver of any breach by the Licensee of any term, covenant or condition of this license, nor of the Licensor's right to re-entry for breach of covenant, nor of the Licensor's right to declare and enforce a forfeiture for any such breach, and the failure of the Licensor to insist upon strict performance of any such term, covenant or condition, or to exercise any option herein conferred, in any one or more instances, shall not be construed as a waiver or relinquishment of any such term, covenant, condition or option.

21. Extension of Time. That notwithstanding any provision contained herein to the contrary, wherever applicable, the Licensor may for good cause shown, allow additional time beyond the time or times specified herein to the Licensee, in which to comply, observe and perform any of the terms, conditions and covenants contained herein; provided, however, that this provision shall not be construed to permit any extension of the aforesaid TWENTY (20) year term of this license or the TWENTY (20) year option to extend the same as hereinafter set forth.

22. Justification of Sureties. Such bonds as may be 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 such in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justifications shall be filed as provided in section 78-20, Hawaii Revised Statutes: provided, however, the Licensee may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the Licensor security in certified checks, certificates of deposit (payable on demand or after such period as the Licensor may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver to said Licensor a deed or deeds of trust of real property, all of such character as shall be satisfactory to said Licensor and valued in the aggregate at not less than the principal amount of said bond. It is agreed that the value at which any securities may be accepted and at any time thereafter held by the Licensor under the foregoing provision shall be determined by the Licensor, and the Licensee may, with the approval of the Licensor, exchange other securities or money for any of the deposited securities if in the judgment of the Licensor the substitute securities or money shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Licensee, but only upon the written consent of the Licensor and that until such consent be

granted, which shall be discretionary with the Licensor, no surety shall be released or relieved from any obligation hereunder.

23. Quiet Enjoyment. The Licensor hereby covenants and agrees with the Licensee that upon payment of said rent at the times and in the manner aforesaid and the observance and performance of the covenants, terms and conditions hereof on the part of the Licensee to be observed and performed, the Licensee shall and may have, hold, possess and enjoy the licensed Premises for the term hereby licensed, without hindrance or interruption by the Licensor or any other person or persons lawfully claiming by, through or under it.

24. Surrender. That the Licensee shall, at the end of said term or other sooner termination of this license, peaceably deliver unto the Licensor possession of the licensed Premises, together with all improvements existing or constructed thereon unless provided otherwise. Furthermore, upon the expiration, termination and/or revocation of this license, should the Licensee fail to remove any and all of Licensee's personal property from the Premises, the County of Maui may remove any and all such personal property from the Premises and place said property in storage at the cost and expense of Licensee, and the Licensee does hereby agree to pay all costs and expenses for removal and storage of such personal property.

25. Non-Warranty. The Licensor does not warrant the conditions of the licensed Premises, as the same is being licensed as is.

28. Other Covenants Running with the Land. Each of the covenants, agreements, acknowledgments, waivers and releases contained

In the Warranty Deed, attached as Exhibit "B-2" to the Grant Agreement attached hereto as Exhibit "D", are covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon the Licensee herein and its directors, officers, agents, employees, members, invitees and guests. By accepting the right and interest in the Premises (or any portion thereof) or by occupying all or any portion of the Premises, pursuant to this License or otherwise, the Licensee, its directors, officers, agents, employees, invitees and guests, automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the covenants, agreements, acknowledgments, waivers and releases contained in the Warranty Deed.

Further, the Licensee hereby agrees to assume and perform any and all obligations of the County of Maui, as the "Grantee" under the Warranty Deed, which are in favor of A&B-Hawaii, Inc., the "Grantor" thereunder.

Each of the covenants, agreements, acknowledgments, waivers and releases contained in the Easement, attached as Exhibit "B-3" to the Grant Agreement attached hereto as Exhibit "D", are covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon the Licensee herein and its directors, officers, agents, employees, members, invitees and guests. By accepting the right and interest in the Easement Area (or any portion thereof) or by occupying all or any portion of the Easement Area, pursuant to this License or otherwise, the Licensee, its directors, officers, agents, employees, invitees and guests,

automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the covenants, agreements, acknowledgments, waivers and releases contained in the Easement.

Further, the Licensee hereby agrees to assume and perform any and all obligations of the County of Maui, as the "Grantee" under the Easement which are in favor of A&B-Hawaii, Inc., the "Grantor" thereunder.

27. Termination. The Licensor hereby reserves the right to terminate this license at its discretion with thirty (30) days written notice to Licensee.

Further, in the event that the Licensee shall abandon the Premises for purposes of organized Hawaiian outrigger canoeing activities or shall fail to substantially use the Premises for organized Hawaiian outrigger canoeing activities for a period of twelve (12) consecutive months, then this License Agreement shall automatically terminate without written notice to the Licensee and shall be null and void.

28. Fire Insurance. That the Licensee will, at its own expense, at all times during the term of this license, keep insured all buildings and improvements erected on the land hereby licensed in the joint names of Licensor, Licensee and Mortgagee, if any, as their interest may appear, against loss or damage by fire including perils specified in the extended coverage endorsement and in an amount equal to the maximum insurable value thereof, and will pay the Premiums thereon at the time and place the same are payable; that the policy

or policies of insurance shall be made payable in case of loss to the Licensor, Licensee and Mortgagee, if any, as their interests may appear, and shall be deposited with the Licensor and the Mortgagee; and that any proceeds derived therefrom in the event of total or partial loss shall be immediately available to, and as soon as reasonably possible, be used by the Licensee for rebuilding, repairing, or otherwise reinstating the same buildings in a good and substantial manner according to the plans and specifications approved in writing by the County; provided, however, that with the approval of the Licensor, the Licensee may surrender this license and pay the balance owing on any mortgage and the Licensee shall then receive that portion of said proceeds which the unexpired term of this license at the time of said loss of damage bears to the whole of said term, the Licensor to retain the balance of said proceeds.

The Licensee shall furnish to the Licensor and Mortgagee, if any, a certificate showing such policy or policies to be initially in force and shall furnish a like certificate upon each renewal of such policy or policies, each such certificate to contain or be accompanied by an assurance of the insurer to notify the Licensor and Mortgagee, if any, of any intention to cancel any such policy or policies, prior to actual cancellation.

29. Assignability, Etc. That the Licensee shall not transfer, assign, sublet or permit any other person to occupy or use the Premises or any portion thereof, or transfer or assign this license or any interest therein, either voluntarily or by operation of law, and any transfer or assignment so made shall be null and void;

provided, that with the prior written approval of the Licensor the assignment or transfer of this license may be made.

30. Annual Reports. That the Licensee shall make the annual reports to the Lessor on the forms collectively attached hereto as Exhibit "C".

31. Option to Extend. Licensee may extend the term of this license for another TWENTY (20) years, commencing on the 1st day of January, 2018, up to and including the 31st day of December, 2038, provided that the Director of the Department of Parks and Recreation, County of Maui, finds that Licensee's program objectives are being attained as described in the Grant Application for Hawaiian Canoe Club, Inc. and Hawaiian Kamalii, Inc., which is attached as a part of Exhibit "D" hereto.

32. Definitions. As used herein, unless clearly repugnant to the context:

A. "Licensee" shall mean and include the Licensee named herein, its officers, directors, agents, representatives, concessionaires, heirs, devisees, personal representatives, successors or any other permitted assigns, according to the context thereof.

B. "Licensor" shall mean and include the County of Maui, its officers, agents and assigns.

C. "Premises" shall be deemed to include the land hereby licensed and all buildings and improvements now or hereinafter constructed and installed thereon.

D. "Waste" shall be deemed to include, but not limited to:

1. Permitting the Premises or any portion thereof to become unduly eroded and/or failure to take proper precautions or make reasonable effort to prevent or correct same;

2. Permitting any material increase in weeds in uncultivated portions thereof; and

3. Failure to employ all of the usable portions of the Premises.


33. Gender. The use of any gender shall include all genders, and if there be more than one (1) licensee, then all words used in the singular shall extend to and include the plural.

34. Paragraph Headings. The paragraph headings throughout this license are for the convenience of the Licensor and the Licensee and are not intended to construe the intent or meaning of any of the provisions thereof.

IN WITNESS WHEREOF, the parties hereto have cause these presents to be executed this 21st day of December, 1994.

LICENSOR:

COUNTY OF MAUI

By 

TRAVIS O. THOMPSON
Its Director of Finance

By 

LINDA CROCKETT LINGLE
Its Mayor

LICENSEE:


HAWAIIAN CANOE CLUB, INC.

By Leona S. Kushi
(Signature)
Leona S. Kushi
(Print Name)
Its Secretary
(Title)


HAWAIIAN KAMALII, INC.

By Leona S. Kushi
(Signature)
Leona S. Kushi
(Print Name)
Its Secretary
(Title)

APPROVAL RECOMMENDED:


CHARMAINE TAVARES
Director of Parks and
Recreation
County of Maui

APPROVED AS TO FORM
AND LEGALITY:


LILLIAN B. KOLLER
Deputy Corporation Counsel
County of Maui
o:\lease\canoe(syc)

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 23rd day of November, 1994, before me
appeared Leona Kushi, and _____
being by me duly sworn, did say that she is the secretary
_____ of HAWAIIAN CANOE CLUB, INC., a Hawaii nonprofit
corporation and that said instrument was signed on behalf of said
corporation by authority of its Board of Directors, and the said
officer acknowledged said instrument to be the free act and deed of
said corporation, and that the corporation has no corporate seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

LS

Sharon E. Fujita
Notary Public, State of Hawaii

My commission expires: 1-17-97

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 23rd day of November, 1994, before me
appeared Leona Kushi, and _____
being by me duly sworn, did say that she is the secretary
_____ of HAWAIIAN KAMALII, INC., a Hawaii nonprofit corporation
and that said instrument was signed on behalf of said corporation by
authority of its Board of Directors, and the said officer acknowledged
said instrument to be the free act and deed of said corporation, and
that the corporation has no corporate seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official
seal.

LS

Sharon E. Fujita
Notary Public, State of Hawaii

My commission expires: 1-17-97

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 21st day of December, 1994, before me appeared WAYNE Y. FUJITA, to me personally known, who being by me duly sworn did say that he is the Deputy Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui pursuant to Article 8, Chapter 4 of the Charter of the County of Maui; and the said WAYNE Y. FUJITA acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

L.S.

Kay A. Ogasawara
Notary Public, State of Hawaii

My commission expires: 7/1/97

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

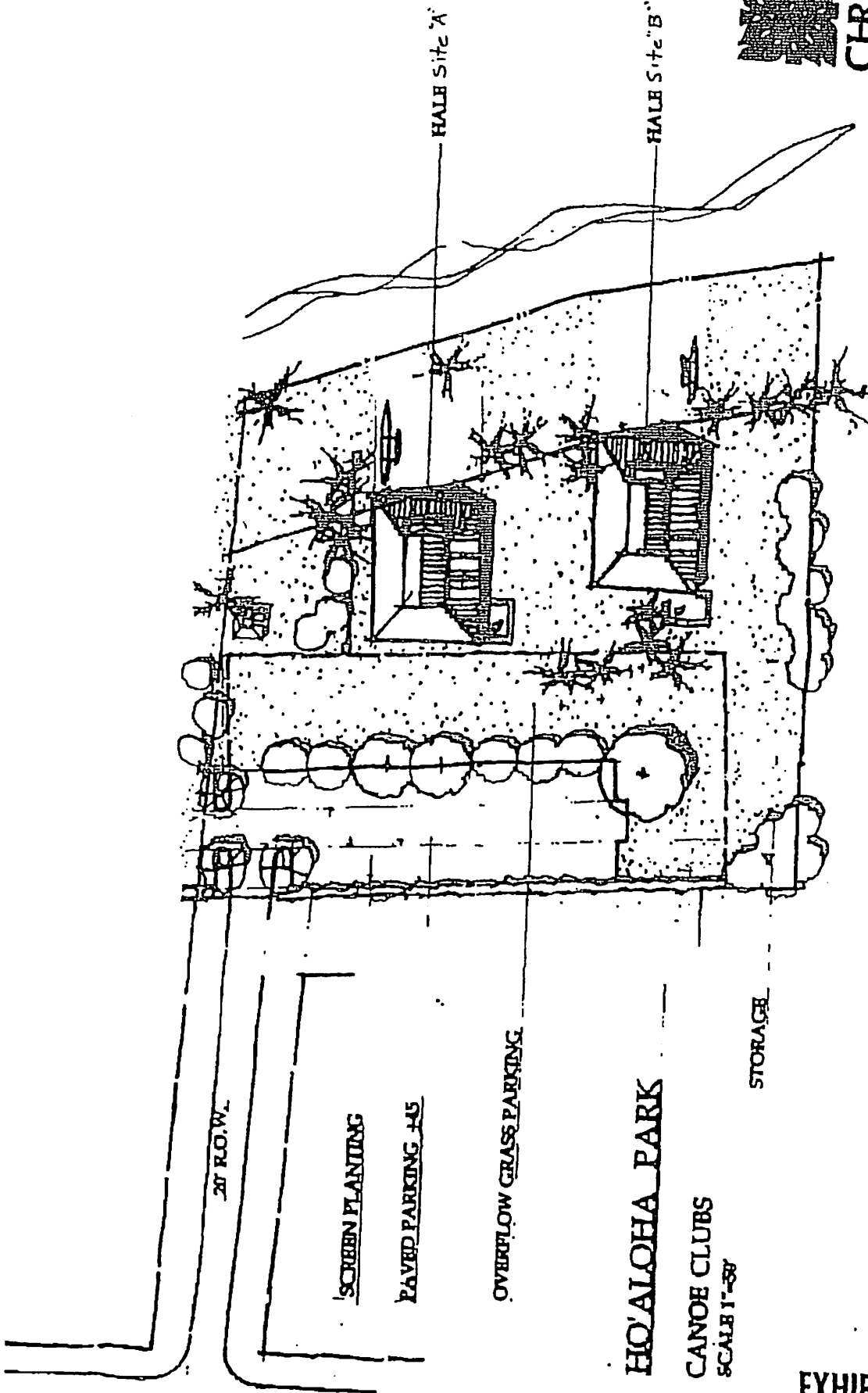
On this 21st day of December, 1994, before me appeared LINDA CROCKETT LINGLE, to me personally known, who being by me duly sworn did say that she is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said LINDA CROCKETT LINGLE acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

L.S.

Kay A. Ogasawara
Notary Public, State of Hawaii

My commission expires: 7/1/97



THK: (2) 3-7-8-17

EXHIBIT "A-1"

DESCRIPTION

EASEMENT "E"
FIRST HAWAIIAN BANK SUBDIVISION

All of that certain parcel of land, being an easement for access purposes over and across a portion of Lot 1 of the First Hawaiian Bank Subdivision, being also a portion of Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kamamalu situated at Kahului, Island and County of Maui, State of Hawaii.

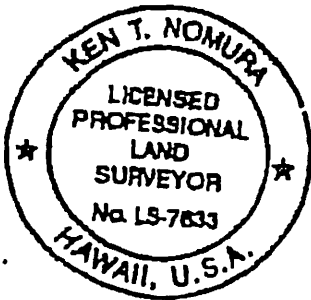
Beginning at a point at the Southwesterly corner of this easement, on the Northerly side of Kaahumanu Avenue [F.A.P. No. F 032-1 (1)], the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 3,824.07 feet North and 9,351.85 feet East and running by azimuths measured clockwise from True South:

1. 160° 16' 226.78 feet over and across Lot 1 of the First Hawaiian Bank Subdivision to a point;
2. 243° 31' 20.15 feet along the remainder of R.P. 4475, L.C.Aw. 7713, Ap. 23 to V. Kamamalu (TMK: 3-7-08:17) to point;
3. 340° 16' 228.49 feet over and across Lot 1 of First Hawaiian Bank Subdivision to point;
4. Thence along the Northerly side of Kaahumanu Avenue [F.A.P. F 032-1 (1)] on a curve to the with a radius of 4,940.00 feet chord azimuth and distance 68° 23' 12" 20.02 feet to the point of beginning containing an area of 4,555 Feet.

EASEMENT "E"
FIRST HAWAIIAN BANK SUBDIVISION

Prepared by A&B Properties, Inc.
Kahului, Hawaii

This work was prepared by me or under my supervision.



Ken T. Nomura 9/26/94
Registered Professional Land Surveyor LS-7633

ME

**GENERAL CONDITIONS FOR GRANT OF A LICENSE
TO OCCUPY COUNTY REAL PROPERTY**

In consideration of a grant of license to occupy County real property, the Grantee shall:

1. Not discriminate either in the hiring of staff, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or handicap;

2. Comply with all provisions of the rules and regulations relating to Chapter 3.36 of the Maui County Code, as amended;

3. Provide written reports, attached hereto as Exhibit "C" to provide adequate monitoring of Grantee's use of the licensed premises, to the Department of Human Concerns as required by Chapter 3.36 of the Maui County Code, as amended, and to the Department of Parks and Recreation;

4. Implement a system of accounting in conformance with generally accepted accounting practices in order to insure the effective administration of grant. Such accounts shall be kept separate from other financial management accounts of the Grantee;

5. The County has a right to audit Grantee to determine compliance with the terms of the grant agreement. Grantee will cooperate fully and assist the County in such audit.

6. Comply with all terms and conditions as specified in the license document.

7. In the event the Grantee fails to adhere to any of the conditions listed here, the County may withdraw any part or all of the grant, and/or terminate the license. Upon request by the County, Grantee will be held liable for any grant funds expended in a manner inconsistent with this agreement.

.2

c:\forms\occupy

EXHIBIT " B "

1. Provide program data summary and summary of participant characteristics.

11. Breakdown of characteristics (your own data forms may be attached in lieu of the following).

* Or specify average attendance.

• Ethnicity:

- 1 - Haw'n/Part Haw'n
- 2 - Filipino
- 3 - Black
- 4 - American Indian

5 - Asian (Japanese, Korean, Chinese, etc.)
6 - Hispanic (Portuguese, Puerto Rican, etc.)
7 - White
8 - Other

***Income Level: L - Low-Income

M - Medium

H - High-income

EXHIBIT "C"

III. PROGRAM STATUS SUMMARY

Detail status of program goals, objectives and scheduled action steps. If any adjustments have been made, and why. Describe any new programs that have been initiated.

IV. NARRATIVE REPORT

Detail other specific accomplishments, such as progress in meeting performance standards, activities, fund raising, and evaluation that occurred during this quarter of the grant period. Include problems that arose and proposed/actual solutions.

Name (Please type or print)_____
Title_____
Phone_____
Signature_____
Date

GRANT AGREEMENT OF A LICENSE TO OCCUPY COUNTY REAL PROPERTY

THIS AGREEMENT, made this _____ day of _____, 1994,
by and between HAWAIIAN CANOE CLUB, INC., AND HAWAIIAN KAMALI, INC.,
Hawaii nonprofit corporations, whose business mailing address is Post
Office Box 5063, Kahului, Maui, Hawaii 98732, hereinafter
collectively called the "Grantee", and the COUNTY OF MAUI, a political
subdivision of the State of Hawaii, whose principal place of business
and mailing address is 200 South High Street, Wailuku, Maui, Hawaii
98783, hereinafter called "County" or "Grantor".

W I T N E S S E I H :

WHEREAS, the Grantee has applied to the Council of the
County of Maui, through the Department of Parks and Recreation, for
a grant of a license to occupy a portion of certain County real
property which is located in Kahului, Maui, Hawaii, at Hoaloha Park,
TMK: (2) 3-7-8-17, which is owned by the County and consists of
approximately 91,960 square feet (hereinafter called "Parcel 17"); In
particular, the Grantee desires to license, on an exclusive basis, a
portion of Parcel 17, consisting of approximately 8,400 square feet,
as shown as Hale Site "A" and Hale Site "B" on the drawing of Hoaloha
Park, attached hereto as Exhibit "A-1" and made a part hereof, plus
a 10-foot perimeter area of land around each Hale Site, and desires
to license, on a non-exclusive basis, the remaining area of land in
Parcel 17, consisting of approximately 83,560 square feet, and desires
to license, on a non-exclusive basis, that certain Easement "E" for
access and utility purposes to Parcel 17, as more particularly
described in Exhibit "A-2" attached hereto and made a part hereof
(hereinafter called the "Premises"), for a period of TWENTY (20)

EXHIBIT "D"

years, from January 1, 1996 to December 31, 2015, with an option to extend the license for another TWENTY (20) years, from January 1, 2016 to December 31, 2036, as provided in the License to Occupy dated the ____ day of _____, 1994, between the COUNTY OF MAUI and the HAWAIIAN CANOE CLUB, INC. and HAWAIIAN KAMALII, INC., which is incorporated by reference herein, for the purpose of developing, conducting and maintaining organized Hawaiian outrigger canoeing activities and activities ancillary thereto, including but not limited to practice and competition in Hawaiian outrigger canoeing, cultural programs and equipment storage; and

WHEREAS, the amount of rent to be charged for licensing the Premises will be ONE AND NO/100 DOLLARS (\$1.00) per year; and

NOW THEREFORE, IT IS HEREBY AGREED by and between the parties hereto, as follows:

That for and in consideration of the aforesaid grant, Grantee hereby agrees to abide by the General Conditions for grant contained in Exhibit "B-1" attached hereto and made a part hereof, and to abide by the terms and conditions contained in that certain Warranty Deed dated May 18, 1994, by and between A&B-Hawaii, Inc., as "Grantor", and the County of Maui, as "Grantee", recorded on November 9, 1994 as Document No. 94-183876 in the Bureau of Conveyances, State of Hawaii, attached hereto as Exhibit "B-2" and made a part hereof, and to abide by the terms and conditions contained in that certain Easement dated October 18, 1994, by and between A&B-Hawaii, Inc., as "Grantor", and the County of Maui, as "Grantee", recorded on November 9, 1994 as Document No. 94-183877 in the Bureau of Conveyances, State

of Hawaii, attached hereto as Exhibit "B-3" and made a part hereof, to make the annual reports to Grantor on the forms collectively attached hereto as Exhibit "C" and made a part hereof, to abide by the terms and conditions contained in License to Occupy dated the ____ day of ____, 1994, between the COUNTY OF MAUI and the HAWAIIAN CANOE CLUB, INC. and HAWAIIAN KAMALII, INC. which is incorporated by reference herein, and to abide by the representations contained in the Grant Application attached hereto as Exhibit "D" and made a part hereof.

IN WITNESS WHEREOF, the parties have executed these presents the day and year first above written.

GRANTEE:

HAWAIIAN CANOE CLUB, INC.

By Leona S. Kushi
(Signature)
Leona S. Kushi
(Print name above)
Its Secretary
(Title)

HAWAIIAN KAMALII, INC.

By Leona S. Kushi
(Signature)
Leona S. Kushi
(Print name above)
Its Secretary
(Title)

GRANTOR:

COUNTY OF MAUI:

By

LINDA CROCKETT LINGLE
Its Mayor

By

TRAVIS O. THOMPSON
Its Director of Finance

APPROVED AS TO FORM
AND LEGALITY:

Lillian B. Koller

LILLIAN B. KOLLER
Deputy Corporation Counsel
County of Maui
c:\agr\canos(syo)

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 23rd day of November, 1994, before me appeared Leona Kushi, and _____, satisfactorily proven to me, who, being by me duly sworn, did say that she is the Secretary of HAWAIIAN CANOE CLUB, INC., a Hawaii nonprofit corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said officer acknowledged said instrument to be the free act and deed of said corporation, and that the corporation has no corporate seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sharon E. Lee ^{LS}
Notary Public, State of Hawaii

My commission expires: 1-18-97

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 23rd day of November, 1994, before me appeared Leona Kushi, and _____, satisfactorily proven to me, who, being by me duly sworn, did say that she is the Secretary of HAWAIIAN KAMALII, INC., a Hawaii nonprofit corporation and that said instrument was signed on behalf of said corporation by authority of its Board of Directors, and the said officer acknowledged said instrument to be the free act and deed of said corporation, and that the corporation has no corporate seal.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Sharon E. Lee ^{LS}
Notary Public, State of Hawaii

My commission expires: 1-18-97

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 1994, before me appeared LINDA CROCKETT LINGLE, to me personally known, who being by me duly sworn did say that she is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui by authority of its Charter, and the said LINDA CROCKETT LINGLE acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

My commission expires: _____

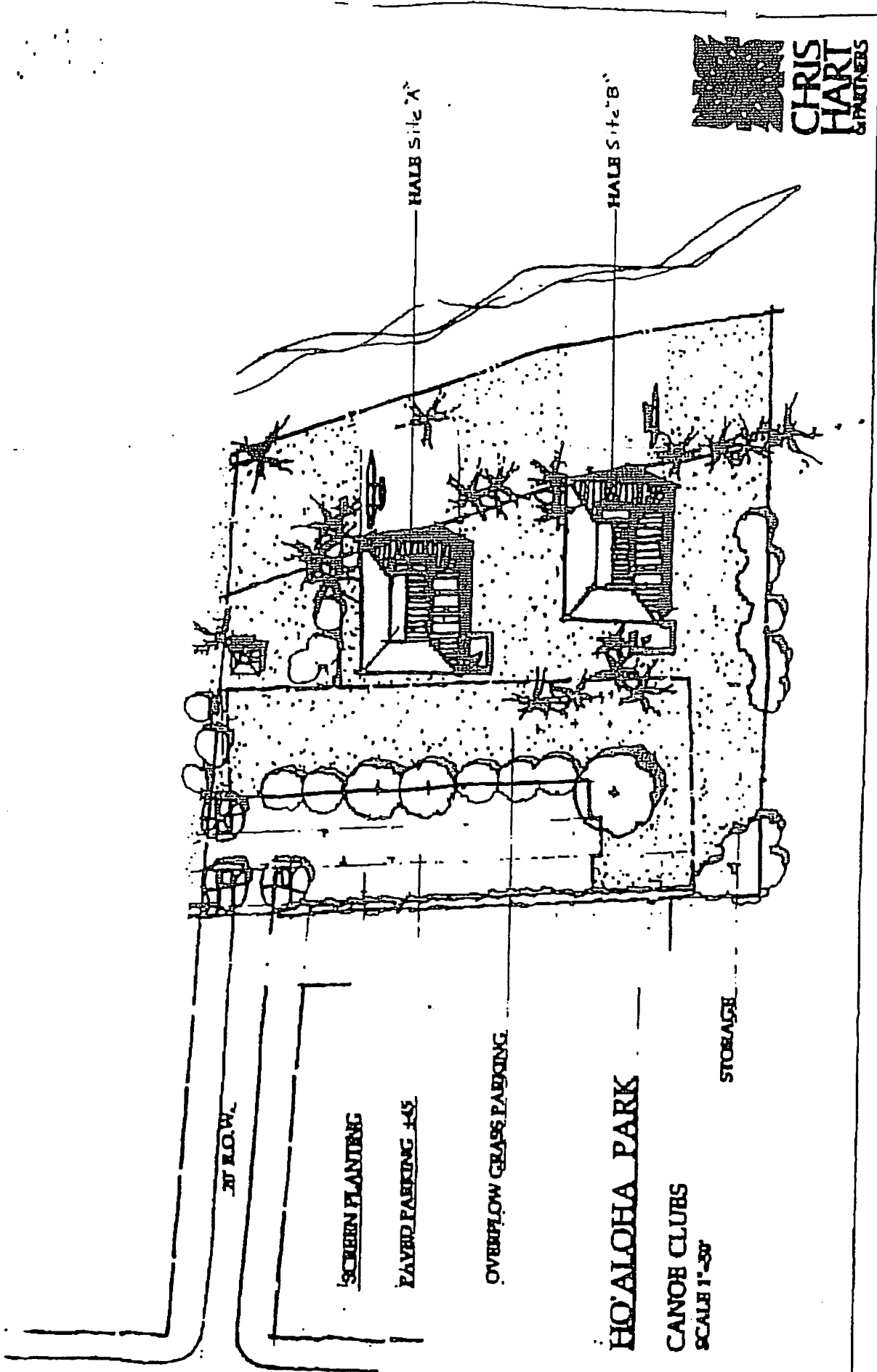
STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 1994, before me appeared TRAVIS O. THOMPSON, to me personally known, who, being by me duly sworn did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed in behalf of said County of Maui pursuant to Article 8, Chapter 4 of the Charter of the County of Maui; and the said TRAVIS O. THOMPSON acknowledged the said instrument to be the free act and deed of said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Notary Public, State of Hawaii

My commission expires: _____



TRK: (2) 3-7-8-17

EXHIBIT "A-1"

DESCRIPTION

EASEMENT "E"
FIRST HAWAIIAN BANK SUBDIVISION

All of that certain parcel of land, being an easement for access purposes over and across a portion of Lot 1 of the First Hawaiian Bank Subdivision, being also a portion of Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kamamalu situated at Kahului, Island and County of Maui, State of Hawaii.

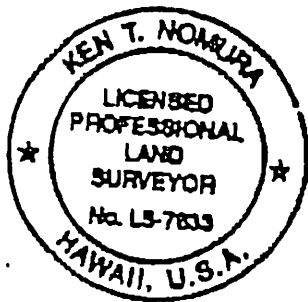
Beginning at a point at the Southwesterly corner of this easement, on the Northerly side of Kaahumanu Avenue [F.A.P. No. F 032-1 (1)], the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 3,824.07 feet North and 9,351.85 feet East and running by azimuths measured clockwise from True South:

1. 160° 16' 226.78 feet over and across Lot 1 of the First Hawaiian Bank Subdivision to a point;
2. 243° 31' 20.15 feet along the remainder of R.P. 4475, L.C.Aw. 7713, Ap. 23 to V. Kamamalu (TMK: 3-7-08:17) to point;
3. 340° 16' 228.49 feet over and across Lot 1 of First Hawaiian Bank Subdivision to point;
4. Thence along the Northerly side of Kaahumanu Avenue [F.A.P. F 032-1 (1)] on a curve to the with a radius of 4,940.00 feet chord azimuth and distance 68° 23' 12" 20.02 feet to the point of beginning containing an area of 4,535 Feet.

EASEMENT "E"
FIRST HAWAIIAN BANK SUBDIVISION

Prepared by A&B Properties, Inc.
Kahului, Hawaii

This work was prepared by me or under my supervision.



Ken T. Nomura 9/26/94
Registered Professional Land Surveyor LS-7633

ME

**GENERAL CONDITIONS FOR GRANT OF A LICENSE
TO OCCUPY COUNTY REAL PROPERTY**

In consideration of a grant of license to occupy County real property, the Grantee shall:

1. Not discriminate either in the hiring of staff, use of volunteers, or delivery of client services on the basis of sex, sexual orientation, national origin, age, race, color, religion or handicap;
2. Comply with all provisions of the rules and regulations relating to Chapter 3.36 of the Maui County Code, as amended;
3. Provide written reports, attached hereto as Exhibit "C" to provide adequate monitoring of Grantee's use of the licensed premises, to the Department of Human Concerns as required by Chapter 3.36 of the Maui County Code, as amended, and to the Department of Parks and Recreation;
4. Implement a system of accounting in conformance with generally accepted accounting practices in order to insure the effective administration of grant. Such accounts shall be kept separate from other financial management accounts of the Grantee;
5. The County has a right to audit Grantee to determine compliance with the terms of the grant agreement. Grantee will cooperate fully and assist the County in such audit.
6. Comply with all terms and conditions as specified in the license document.
7. In the event the Grantee fails to adhere to any of the conditions listed here, the County may withdraw any part or all of the grant, and/or terminate the license. Upon request by the County, Grantee will be held liable for any grant funds expended in a manner inconsistent with this agreement.

c:\forms\occupy

EXHIBIT "B-1."

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE NOV. 09 1994 TIME 845

DOCUMENT NO. 94 183978

LAND COURT

REGULAR SYSTEM

After Recording Return by: Mail (X) Pick Up () Tel

COUNTY OF MAUI
DEPARTMENT OF FINANCE
200 South High Street
Wailuku, Maui, Hawaii 96793

AFFECTS TMR: (2) 3-7-8-17

WARRANTY DEED

THIS DEED, made this 18th day of May,
1994, by A&B-HAWAII, INC., a Hawaii corporation, whose principal
place of business and mailing address is 822 Bishop Street,
Honolulu, Hawaii 96813, hereinafter called "Grantor", and the
COUNTY OF MAUI, a political subdivision of the State of Hawaii,
whose principal place of business and mailing address is
200 S. High Street, Wailuku, Maui, Hawaii 96793, hereinafter
called the "Grantee",

W I T N E S S E T H :

That for the sum of TEN DOLLARS (\$10.00) and other
valuable consideration paid by the Grantee, the receipt of which
is hereby acknowledged, the Grantor does hereby grant, bargain,

EXHIBIT "B-2"

sell and convey unto the Grantee, as Tenant in Severalty, and to its successors and assigns, in fee simple forever, all of that certain land situate at Kalua, Kahului, Island and County of Maui, State of Hawaii, identified as Tax Map Key No. (2)3-7-8-17, more particularly described in Exhibit "A" attached hereto and incorporated herein by reference.

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interests of the Grantor, both at law and in equity, therein and thereto;

TO HAVE AND TO HOLD the above described land unto the Grantee, its successors and assigns forever, to be used, however, for park and recreational purposes, one of which purposes must consist of organized Hawaiian outrigger canoeing activities (and activities ancillary to Hawaiian outrigger canoeing activities), it being mutually understood and agreed by the parties hereto that said land is granted and accepted upon the express condition that in the event the same shall be abandoned for purposes of organized Hawaiian outrigger canoeing activities or shall fail to be substantially used for organized Hawaiian outrigger canoeing activities for a period of twenty-four (24) consecutive months, then said land shall automatically revert to the Grantor, its successors and assigns.

The Grantee and its successors and assigns, hereby acknowledges, covenants and agrees with and to the Grantor, its successors and assigns, as follows:

a. The Grantee acknowledges that the premises is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane and other agricultural products (such growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time to time bring about upon the premises or result in smoke, dust, noise, heat, agricultural chemicals, particulates and

similar substances and nuisances (collectively, the "Agricultural By-Products").

b. The Grantee hereby assumes complete risk of and forever releases the Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the premises and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, the Grantee hereby, with full knowledge of its rights, forever: (a) waives any right to require the Grantor, and releases the Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (b) waives any right to file any suit or claim against the Grantor for injunction or abatement of nuisances occurring on the premises and arising out of any Agricultural Activities or Agricultural By-Products.

c. Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of the Grantor under this deed or be the basis for a suit or other claim for injunction or abatement of nuisances occurring on the premises and arising out of any Agricultural Activities or Agricultural By-Products, and the Grantee hereby forever waives any right to file any such suit or claim.

d. As used in this section regarding Agricultural Activities, all references to the "Grantor" shall mean and include the Grantor and all parent, subsidiary, sister and other affiliated companies of the Grantor, in their respective

capacities as the current owner of the premises, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of the Grantor and its parent, subsidiary, sister and affiliated companies.

Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, the Grantee, its successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the premises (or any portion thereof) or occupying all or any portion of the premises. By accepting any right, title or interest in the premises (or any portion thereof) or by occupying all or any portion of the premises, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases.

AND, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid and except as may be herein specifically set forth in said Exhibit "A"; that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, its successors and assigns.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the parties hereto and their respective successors and assigns, according to the context thereof.

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents on the day and year first above written.

A&B-HAWAII, INC.

By [Signature]
Its SENIOR VICE-PRESIDENT

By [Signature]
Its ASST. SECRETARY

"Grantor"

COUNTY OF MAUI

By [Signature]
LINDA CROCKETT LINGLE
Its Mayor

"Grantee"

APPROVED AS TO FORM
AND LEGALITY

[Signature]
Deputy Corporation Counsel
County of Maui

[Signature]
Attorney for Grantor

STATE OF HAWAII

CITY & COUNTY OF HONOLULU

)
) SS:
)

On this 18th day of May 1994, before me appeared R. K. SASAKI and SUMAE TSUHA to me personally known, who, being by me duly sworn, did say that they are the SENIOR VICE PRESIDENT and ASST. SECRETARY, respectively, of A&B-HAWAII, INC., a Hawaii corporation, that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Officers acknowledged said instrument to be the free act and deed of the corporation.

13

Burgess K. McGuffee
Notary Public, State of Hawaii

My Commission Expires: 2/18/97

STATE OF HAWAII

COUNTY OF MAUI

)
) SS:
)

On this 18th day of October 1994, before me appeared LINDA CROCKETT LINGLE, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the COUNTY OF MAUI, a political subdivision of the State of Hawaii; that said instrument was signed on behalf of said County of Maui by authority of its Council, and the said Mayor acknowledged said instrument to be the free act and deed of the said County of Maui.

13

John R. Ramon
Notary Public, State of Hawaii

My Commission Expires: 10/19/95

DESCRIPTION

PARCEL 17
TAX MAP KEY: 3-7-08

All of that certain parcel of land, being a portion of Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kananalu situated at Kalua, Kahului, Wailuku, Island and County of Maui, State of Hawaii.

Beginning at a 1/2-inch pipe at the Northeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 4,469.36 feet North and 9,414.84 feet East and running by azimuths measured clockwise from True South:

1. 336° 51' 325.00 feet along the remainder of R. P. 4475, L. C. Av. 7713, Apana 23 to V. Kananalu to a point;
2. 63° 31' 318.78 feet along Lots 2 and 1 of the First Hawaiian Bank Subdivision, being also the remainder of R. P. 4475, L. C. Av. 7713, Ap. 23 to V. Kananalu to a point;
3. 160° 19' 257.22 feet along Lot 2 of the Maui Hukilau Hotel Subdivision, being also the remainder of R. P. 4475, L. C. Av. 7713, Ap. 23 to V. Kananalu to a 1/2-inch pipe;

Thence along the shoreline boundary as certified by the State of Hawaii on January 13, 1988, the next two (2) courses, the direct azimuths and distances being:
4. 227° 00' 194.22 feet to a 1/2-inch pipe;
5. 237° 00' 121.80 feet to the point of beginning and containing an area of 91,950 Square Feet more or less.

EXHIBIT "A"

SUBJECT, HOWEVER to existing Easement 2 (15-foot wide) for waterline purposes over, under and across the above described Parcel 17 and being more particularly described as follows:

Beginning at a point at the Northeastly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 4,207.35 feet North and 9,526.95 feet East and running by azimuths measured clockwise from True South:

- | | |
|-----------------|--|
| 1. 336° 51' | 15.02 feet along the remainder of R. P. 4475, L. C. Av. 7713, Ap. 23 to V. Kamamalu to a point; |
| 2. 69° 35' 20" | 46.22 feet over and across Parcel 17 of Tax Map Key: 3-7-08 to a point; |
| 3. 20° 20' | 43.31 feet over and across same to a point; |
| 4. 63° 31' | 21.92 feet along Lot 1 of the First Hawaiian Bank Subdivision to a point; |
| 5. 200° 20' | 66.19 feet over and across Parcel 17 of Tax Map Key: 3-7-08 to a point; |
| 6. 249° 35' 20" | 52.38 feet over and across same to the point of beginning and containing an area of 1,561 Square Feet. |

ALSO SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
2. Lease in favor of MAUI ELECTRIC COMPANY, LIMITED AND GTE HAWAIIAN TELEPHONE COMPANY INCORPORATED dated August 5, 1960, recorded in Liber 3906 at Page 64; leasing and demising rights-of-way, each twenty-five (25) feet in width, over, across and under all lands owned and held by Lessor situate on the Island and in the County of Maui, State of Hawaii, and upon all other such lands which the Lessor may hereafter acquire and so hold, for a term of 35 years from the date hereof, and thereafter from year to year until terminated.

EXHIBIT "A"

3. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct boundary and improvement survey would disclose.
4. Grant in favor of the COUNTY OF MAUI dated December 18, 1981, recorded in Liber 16182 at Page 393, granting a non-exclusive easement to construct, reconstruct, maintain, operate, repair and remove a water pipeline or pipelines, etc., over and across said Easement "2".
5. Location of the seaward boundary in accordance with the laws of the State of Hawaii and shoreline setback line in accordance with County regulation and/or ordinance and the effect, if any, upon the area of the land described herein.

THE ORIGINAL OF THE DOCUMENT
RECORDED AS FOLLOWS
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE NOV. 19 1994 TIME 1:45

DOCUMENT NO. 94 183977

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ☒ Pickup () To:

COUNTY OF MAUI
DEPARTMENT OF FINANCE
200 South High Street
Wailuku, Maui, Hawaii 96793

AFFECTS TMK: (2) 3-7-8-8 AND TMK: (2) 3-7-8-17

EASEMENT

EXHIBIT " B-3 "

EASEMENT

THIS EASEMENT ("Easement"), made this 18th day of October, 1974, by and between A&B-HAWAII, INC., a Hawaii corporation, whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813, hereinafter called "Grantor", and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose business and post office address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "Grantee",

W I T N E S S E T H :

That the Grantor, for good and valuable consideration, receipt of which is hereby acknowledged, and the covenants hereinafter contained to be observed and performed by the parties hereto, does hereby grant and convey unto the Grantee, its successors and assigns, a perpetual non-exclusive easement affecting land situate at Kalua, Kahului, Wailuku, Island and County of Maui, State of Hawaii, designated as Tax Map Key No. (2)3-7-8-8, more particularly depicted in Exhibit "A" attached hereto and made a part hereof, hereinafter referred to as the "Easement Area", for ingress and egress between the public roadway known as Kaahumanu Avenue to that certain property designated as Tax Map Key No. (2)3-7-8-17 ("Parcel 17") in order for Grantee and others to use Parcel 17 for recreational purposes and for providing utility and sewer service to Parcel 17. The Easement Area shall only be used for such access, utility and sewer purposes and all other uses, including, without limitation, parking in the Easement Area, are prohibited.

TO HAVE AND TO HOLD, unto the Grantee and its successors and assigns for the purposes hereinabove provided and for so long as so used and not otherwise.

EXCEPTING AND RESERVING, HOWEVER, from this grant the right of the Grantor, full use of the land within the Easement Area and

the right to grant to others easements for any purposes within the Easement Area, subject to the rights of the Grantee herein set forth.

In consideration of the rights hereby granted and the acceptance thereof and the obligations hereby assumed, the parties hereto do further mutually covenant and agree as follows:

1. That the Grantee will use due care and diligence in the use and maintenance of the Easement Area, in keeping and maintaining the same in good and safe condition and repair and in the exercise of its rights hereunder. The Grantee will comply with all laws and ordinances and governmental rules and regulations in its use and maintenance of the Easement Area, and shall not commit, suffer, or permit to be committed any waste, nuisance, unlawful, improper, or offensive use of the Easement Area.

2. That the Grantee will, to the extent permitted by law, indemnify and hold harmless the Grantor from and against any and all claims, demands or actions against the Grantor for loss or damage or injury to persons or property (including all damages, costs, attorneys' fees, expenses and liabilities incurred in or resulting from any such claim, demand or action), arising out of the maintenance or use of the Easement Area for the purposes permitted under this Easement, or in any other manner in connection with this Easement, not caused by either (a) the acts of another to whom Grantor has granted an easement covering the Easement Area or (b) the negligence of the Grantor or its agents or employees acting within the course and scope of their employment.

3. That if at any time the Easement Area or any part thereof or interest therein, shall be taken or condemned by any authority having the power of eminent domain, then and in every such case all compensation and damages payable for or on account of such part of the Easement Area so taken or condemned, shall be payable solely to the Grantor and the interest of the Grantee in

the Easement Area or such part so taken or condemned shall thereupon cease.

4. That the Grantor has not made and does not make any representation or warranty with respect to the condition of the Easement Area, and the Grantee accepts the Easement Area in "as is" condition.

5. That the Grantee acknowledges the Easement Area is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane and other agricultural products (such growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time to time bring about upon the Easement Area or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "Agricultural By-Products").

The Grantee hereby assumes complete risk of and forever releases the Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Easement Area and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, the Grantee hereby, with full knowledge of its rights, forever: (a) waives any right to require the Grantor, and releases the Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (b) waives any right to file any suit or claim against the Grantor for injunction or abatement of nuisances occurring on the Easement Area and arising out of any Agricultural Activities or Agricultural By-Products.

Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of the Grantor under this easement or be the basis for a suit or other claim for injunction or abatement of

nuisances occurring on the Easement Area and arising out of any Agricultural Activities or Agricultural By-Products, and the Grantee hereby forever waives any right to file any such suit or claim.

As used in this section regarding Agricultural Activities, all references to the "Grantor" shall mean and include the Grantor and all parent, subsidiary, sister and other affiliated companies of the Grantor, in their respective capacities as the current owner of the Easement Area, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of the Grantor and its parent, subsidiary, sister and affiliated companies.

Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, the Grantee, its successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Easement Area (or any portion thereof) or occupying all or any portion of the Easement Area. By accepting any right, title or interest in the Easement Area (or any portion thereof) or by occupying all or any portion of the Easement Area, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases.

6. That this Easement and all rights herein granted will automatically terminate in the event that a) the Easement Area, or any portion or portions thereof, is unused by the Grantee for the purposes contemplated by this Easement for a period of twenty-four (24) consecutive months, or b) ownership of Parcel 17 reverts to the Grantor or its successors and assigns. The Grantee shall, without delay following the Grantor's request,

execute and file an appropriate release and termination of this Easement with the Bureau of Conveyances of the State of Hawaii.

7. That this Easement is upon the condition that should the Grantee fail faithfully to observe or perform any of the covenants, agreements, or conditions herein contained, and on the part of the Grantee to be observed and performed, within thirty (30) days after written notice of breach thereof, the Grantor may at once without legal process at its option terminate this Easement and record an appropriate instrument reflecting such termination, without prejudice to any other right of action or remedy for any such breach or by any other breach of covenant or condition. In the event of such breach, the Grantor shall have the right to at once without legal process remove any of the Grantee's property on said lands, or property placed thereby or through the Grantee and store the same in a public warehouse or any other place at the risk and cost and for the account of the Grantee. Should the Grantor at any time terminate this Easement for any breach, in addition to any other remedy it may have, it may recover from the Grantee all costs and damages it may incur by reason of such breach, including reasonable attorneys' fees.

8. That the Grantee shall not assign the rights and privileges herein granted, or any part thereof or interest therein, without the prior written consent of the Grantor.

9. That the Grantor may, in its sole discretion, at any time upon not less than thirty (30) days' notice to the Grantee, relocate all or a portion of the Easement Area without any liability to the Grantee, so long as reasonable access to Parcel 17 continues to be provided. The costs of such relocation shall be borne by the Grantor, and the Grantee shall fully and promptly cooperate with the Grantor in effecting such relocation. After any such relocation, this Easement shall continue in full force and effect with respect to the area or premises to which the Easement Area is relocated and the parties shall promptly enter into an amendment of this Easement to reflect the new Easement Area.

10. That in the event the Grantee grants possession or use of all or any portion of Parcel 17 to any party by lease, license, easement or otherwise the Grantee shall require that party to maintain a policy of general liability insurance insuring that party, and naming the Grantor as an additional insured, against liability for personal injury or property damage arising out of the use of the Easement Area. The initial amount of such insurance shall be at least One Million Dollars (\$1,000,000.00), combined single limit per occurrence and shall be subject to periodic increase based upon inflation, increased liability awards, lender requirements, and other relevant factors as reasonably determined by the Grantor. The policy shall contain: (a) a cross-liability endorsement, (b) a provision that such coverage is primary and non-contributing with any other policy in the event of overlapping coverage, (c) a contractual liability endorsement, (d) liquor liability coverage (if liquor is sold, served or consumed on Parcel 17), and (e) a provision that no cancellation or reduction in coverage shall be effective until thirty (30) days after written notice to the Grantor. That policy shall be issued by insurer licensed in Hawaii or reasonably approved by Grantor. The party shall deliver to the Grantor a renewal certificate or binder of such policy at least twenty (20) days prior to expiration thereof.

11. The foregoing covenants and agreements shall run with the Easement Area and shall be binding upon and shall inure to the benefit of the Grantor and its successors and assigns and the Grantee and its successors and permitted assigns.

STATE OF HAWAII

CITY & COUNTY OF HONOLULU

)
) SS:
)

On this 17th day of May 1994, before me appeared R. K. SASA and SUMAE TSUHA, to me personally known, who, being by me duly sworn, did say that they are the SENIOR VICE PRESIDENT and ASST. SECRETARY, respectively, of A&B-HAWAII, INC., a Hawaii corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Officers acknowledged said instrument to be the free act and deed of said corporation.

L

Burganne K. McGuffin
Notary Public, State of Hawaii
My Commission Expires: 2/18/97

STATE OF HAWAII

COUNTY OF MAUI

)
) SS:
)


On this 18th day of October 1994, before me appeared LINDA CROCKETT LINGLE, to me personally known, who, being by me duly sworn, did say that she is the Mayor of the COUNTY OF MAUI, a political subdivision of the State of Hawaii; that said instrument was signed on behalf of said County of Maui by authority of its Council, and the said Mayor acknowledged said instrument to be the free act and deed of said County of Maui.


B

Amia K. Rasmussen
Notary Public, State of Hawaii
My Commission Expires: 10/19/98

IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be duly executed as of the day and year first above written.

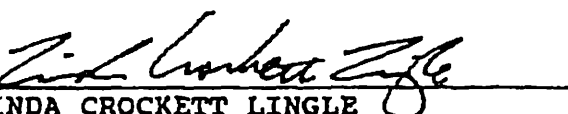
A&B-HAWAII, INC.

By 
R. K. SASAM
Its SENIOR VICE PRESIDENT

By 
SUMAI KUPA
Its ASST. SECRETARY

"Grantor"

COUNTY OF MAUI

By 
LINDA CROCKETT LINGLE
Its Mayor

"Grantee"

APPROVED AS TO FORM
AND LEGALITY


WILLIAM B. KOLLER
Deputy Corporation Counsel
County of Maui


Attorney for Grantor

DESCRIPTION

EASEMENT "E" FIRST HAWAIIAN BANK SUBDIVISION

All of that certain parcel of land, being an easement for access purposes over and across a portion of Lot 1 of the First Hawaiian Bank Subdivision, being also a portion of Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kamamalu situated at Kahului, Island and County of Maui, State of Hawaii.

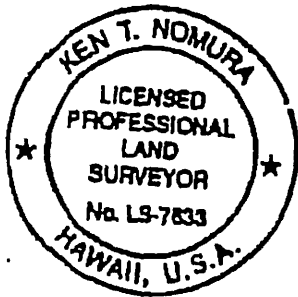
Beginning at a point at the Southwesterly corner of this easement, on the Northerly side of Kaahumanu Avenue [F.A.P. No. F 032-1 (1)], the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 3,824.07 feet North and 9,351.85 feet East and running by azimuths measured clockwise from True South:

1. 160° 16' 226.78 feet over and across Lot 1 of the First Hawaiian Bank Subdivision to a point;
2. 243° 31' 20.15 feet along the remainder of R.P. 4475, L.C.Aw. 7713, Ap. 23 to V Kamamalu (TMK: 3-7-08:17) to point;
3. 340° 16' 228.49 feet over and across Lot 1 of First Hawaiian Bank Subdivision to point;
4. Thence along the Northerly side of Kaahumanu Avenue [F.A.P. No. F 032-1 (1)] on a curve to the with a radius of 4,940.00 feet chord azimuth and distance 68° 23' 12" 20.02 feet to the point of beginning containing an area of 4,555 Feet.

EASEMENT "E"
FIRST HAWAIIAN BANK SUBDIVISION

Prepared by A&B Properties, Inc.
Kahului, Hawaii

This work was prepared by me or under my supervision.



Ken T. Nomura 9/26/94
Registered Professional Land Surveyor LS-7633

ME

| | |
|---------------|---|
| ORGANIZATION: | REPORT QUARTER: |
| | <input type="checkbox"/> (1) July to September <input type="checkbox"/> (2) October to December <input type="checkbox"/> (3) January to March <input type="checkbox"/> (4) April to June |

1. Provide program data summary and summary of participant characteristics.

[illegible]

11. Breakdown of characteristics (your own data forms may be attached in lieu of the following).

| # OF PEOPLE SERVED | GEOGRAPHIC AREAS SERVED | AGE | ETHNICITY** | INCOME LEVEL*** | YEAR-TO-DATE |
|-----------------------|-------------------------|-----|-------------|-----------------|--------------|
| | | | | | |
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| | | | | | |
| TOTAL # SERVED | | | | | |

* Or specify average attendance.

1 - Haw'n/Pan Haw'n
2 - Filipino
3 - Black
4 - American Indian

5 - Asian (Japanese, Korean, Chinese, etc.)
6 - Hispanic (Portuguese, Puerto Rican, etc.)
7 - White
8 - Other

***Income Level: L - Low-Income

M. Mochizuki

H - High-Income

EXHIBIT "C"

III. PROGRAM STATUS SUMMARY

Detail status of program goals, objectives and scheduled action steps; if any adjustments have been made, and why. Describe any new programs that have been initiated.

IV. NARRATIVE REPORT

Detail other specific accomplishments, such as progress in meeting performance standards, activities, fund raising, and evaluation that occurred during this quarter of the grant period. Include problems that arose and proposed/actual solutions.

Name (Please type or print)

Title

Phone

Signature

Date

Hawaiian Kamali'i, Inc.

69 Kanawai Street, Wailuku, Hawai'i 96793

November 22, 1994

Attached is a grant application for \$20,000 from the County of Maui for the design and development of Hoaloha Park for Hawaiian Canoe Club and Na Kai Ewalu. Hawaiian Kamali'i is the eligible and intended administering entity. Accompanying the application are the following documents:

- Original application and ten copies
- Organization flow chart
- Current roster of board of directors and term of office
- IRS tax-exempt status verification
- Articles of Incorporation
- Bylaws

Please feel free to contact me at 243-5055 or Diane Ho at 244-1580 should you have any questions. Thank you for your assistance.

Sincerely,

Leona Kushi

Leona Kushi
Secretary
Hawaiian Kamali'i

EXHIBIT "D"

Hawaiian Kamali'i, Inc. for Development of
GRANT APPLICATION FOR Hoaloha Park for Hawaiian (Program Title)
Canoe Club & Na Kai Ewalu

FISCAL YEAR ENDING June 1995 DATE OF APPLICATION 11-21-94

GRANTING AGENCY: COUNTY OF MAUI DEPARTMENT OF HOUSING & HUMAN CONCERNS (DHHC)

APPLICANT

1. Legal Name of Organization: Hawaiian Kamali'i, Inc.
2. Address: 69 Kanawai St. Wailuku HI 96793
3. Director/Manager: None Phone: (808)
4. Organization President: Greg Knue Phone: (808) 242-1401
5. Organization Contact Person: Diane Ho
Title: None Phone: (808) 244-1580
6. Amount of request for County funds: \$ 20,000
Check it for: ☐ Social Services ☐ Youth Programs ☐ Culture & Arts ☒ Real Property
7. Total annual budget of organization: \$ 10,000 (Kamali'i) For Hoaloha Project \$450,1
8. Has the applicant applied for any other funds from the County of Maui this fiscal year?
☐ Yes Source: ☒ No

Indicate how funds will be used in one sentence. For the development & design of canoe hales at Hoaloha Park for Hawaiian & Na Kai Ewalu Canoe Clubs.

1. Applicant's Request

- A. Project Summary: Summarize the project and include the public purpose(s) to be achieved, what is to be provided, how it is to be provided and the results to be achieved. Describe how participants or clients will be involved in the project planning and implementation.

To design and construct canoe facilities that would enhance a central Maui park and establish longevity of two of the community's largest canoe clubs. Hawaiian culture for both adults and children is promoted by providing a permanent facility for hawaiian outrigger canoeing activities that will continue to be accessible to central Maui, upcountry and east Maui residents.

Membership in both canoe clubs have provided input and direction for the development of Hoaloha Park. Both clubs' Board of Directors are active participants in the coordination efforts and as a result of collaborative work, a committee was established with representatives of both clubs to direct and implement development plans.

- B. Problem/Need and Target Groups:** Provide justification for the request. Explain how the request will maintain or expand an existing program, or establish a new program. Define problems and needs to be addressed, including facility to be used, geographic area(s), and population to be served. Include program hours of operation and work week. If program is new, state timetable for initiating new program. Describe how population to be served will be recruited to the program.

In 1994, the state Department of Transportation purchased the property that Hawaiian Canoe Club and Na Kai Ewalu existed on for over 20 years. Alexander & Baldwin, Inc. offered to lease a parcel of land approximately 1/4 mile from the canoe clubs' current site to avoid displacement of the clubs. Displacement of both canoe clubs would have a substantial adverse effect on the canoeing community and the public at large. Hawaiian Canoe Club and Na Kai Ewalu are two of the County's largest canoe clubs, both recognized for their sizable keiki membership and with a specific history of serving thousands of residents on the island each year through active paddling competition, leisure sport activities and introductory lessons. Each year, both clubs recruit new and returning members through print and radio advertisements, and community outreach.

- C. Community Resources:** Provide a brief analysis of existing community resources available to assist in meeting the identified needs and problems. Explain how the proposed program will interface and coordinate with these and other pertinent resources. Describe how the program will enhance and encourage community alliances.

While there are numerous sports activities and organizations that meet the need of adults and young athletes, the opportunities are limited with regards to hawaiian outrigger canoe paddling. Hawaiian and Na Kai Ewalu are active members in the Maui County Hawaiian Canoe Association which has nine canoe clubs. This year, Hawaiian Kamali'i offered a summer program for children that focused on leadership skills and hawaiian culture and Na Kai Ewalu promoted hawaiian outrigger canoe paddling at an exhibit at Kaahumanu Center.

- D. Alternatives:** List alternative ways to address the identified needs and problems if this grant is not funded in full or in part.

Without funding support from the County, the land contribution from Alexander and Baldwin Inc. will not be utilized to its fullest ability and intent.

- E. Tobacco, Alcohol and Drug Free Work Place and Program:** Indicate how the the applicant will provide a tobacco, alcohol and drug free work place and program. Describe how the applicant will integrate drug free messages, drug prevention information and activities as a part of the proposed program.

Hawaiian Kamali'i promoted a drug free program through guest speakers participating in the summer program for youth. Both canoe clubs will integrate drug free messages through postings located on site. No member is a paid employee.

- F. **Goals and Objectives:** State the major goals of the proposed program and the outcome to be achieved for each. List specific program objectives for each goal. Each goal and objective must have a date for accomplishment and must be measurable and verifiable. Also specify number of and description of people receiving the benefits of the program.

To establish a permanent site for Hawaiian Canoe Club and Na Kai Ewalu by December 31, 1995. Combined membership of both canoe organizations exceeds 500. Members are between the ages of 7 and older.

- G. **Schedule of Action Steps to Achieve Objectives:** For each objective listed above, describe the action steps to be taken to achieve the objectives. Include a timeline for the execution of specific activities.

| | |
|-----------------------|---------------------|
| Design/Permit process | March 1995 |
| Construction | April - August 1995 |
| Relocation | August 1995 |

- H. Evaluation: Describe how the program outcomes will be measured and evaluated. Evaluation criteria should be specific and tied to each goal and objective in #F above. Describe how participants or clients will be involved in the evaluation process. List how the program will improve based on results of the evaluation process.

Monitoring completion of the design/permit process will be completed by the design and site committee chairperson.

Construction schedules will be monitored by the construction and finance committee chairperson.

Relocation will be monitored by each club's Board of Directors.

II. Agency Description

Provide a brief description of the overall organization, including its mission statement and program experience. Describe why your organization is appropriate for administering the proposed program.

Hawaiian Kamali'i purpose is to provide education for children in the hawaiian art of canoe racing as a recreational sport, for personal growth and character development, and as a vehicle for awareness for hawaiian cultural values.

Hawaiian Kamali'i exists as a certified 501(c)3 organization and has a specific history of canoe activities on Maui.

III. Organization/Financial

- A. **Multi-Year Funding/Changes:** Explain any major changes in the organization or personnel in the last two years. If the organization has received County funds in past years or expects to request funds beyond this fiscal year, provide a rationale for continued expenditure of public funds and the benefit that will result from this organization or program.

Hawaiian Kamali'i was incorporated in June 1992 and had no activity prior to 1994.

- B. **Past Performance:** Detail how effective your organization was in meeting program goals and objectives in the past two fiscal years, including those programs funded by County grants as well as programs funded by other sources.

The summer youth program sponsored by Hawaiian Kamali'i in 1994 provided service to 100 youth. The summer youth program was funded by Alu Like and private contributions.

In 1994, combined membership of both clubs exceeded five hundred.

- C. **Program Fees:** Does your organization have a fee schedule for service? If yes, describe. Does the proposed County funded program include a fee schedule for service? If yes, describe.

Hawaiian Kamali'i has no program fee.

- D. **Monitoring:** Describe any program, fiscal or administrative monitoring from an outside source that you have received in the last year.

Alu Like monitored the summer youth program.

- E. **Policies:** Does your organization follow written policies and procedures? Yes
Written fiscal procedures? Yes
If not, do you have plans to develop these policies?

- IV. Are there other organizations in Maui County providing your services? If so, please describe.

Out of the existing nine canoe clubs on Maui, Hawaiian Kamali'i is the only one with a structured summer youth program.

- V. Please detail any existing agreements/leases/contracts for services you currently have with the County of Maui.

None

VI. APPLICANT SUBMITTAL

Hawaiian Kamalii, Inc. (Applicant) submits this application as required to receive:
(please check)

☐ Social Services Grant Funds ☐ Youth Program Grant Funds ☐ Culture & Arts Grant Funds ☒ Real Property Grant

development of Hoaloha Park for
for Hawaiian & Na Kai Ewaku Canoe Clubs (Project Title) and hereby agrees to
administer the program in accordance with the regulations, policies and procedures prescribed by the
Maui County Department of Housing & Human Concerns (DHHC). Distribution of DHHC grant funds
is limited to those applicants who are in compliance with DHHC regulations, policies and procedures.
DHHC reserves the right to withhold such distributions at any time the applicant/grantee is not in
compliance. It is the policy of the County of Maui and for those who do business with the County to
provide equal employment opportunities to all persons regardless of race, physical disabilities, color,
religion, sex, age or national origin as mandated by the Federal Civil Rights Acts, as amended, and any
other federal state laws relating to equal employment opportunities.

VII. AUTHORITY AND CAPACITY OF APPLICANT

The applicant assures that it has the authority and capacity to develop and submit the application, and
to carry out a program pursuant to the application.

VIII. QUALIFYING STANDARDS FOR APPLICANTS

An Applicant making a request shall meet all of the following standards: (please check all)

- ☒ Be a profit organization incorporated under the laws of the State of Hawaii, or a nonprofit organization determined to be exempt from federal income tax by the Internal Revenue Service and in good standing with the State Department of Commerce & Consumer Affairs;
- ☒ For a nonprofit organization, have a board of directors whose members have no conflict of interest and serve without compensation;
- ☒ Have bylaws, charter of incorporation and policies which describe the manner in which business is conducted. Such documents shall include provisions relating to nepotism, potential conflict of interest situations, non discrimination and financial audit requirement;
- ☒ Be licensed and accredited in accordance with applicable requirements of federal, state and county governments, as necessary;
- ☒ Be current in all state, federal and local tax payments; and
- ☒ Post and maintain the following drug free policy for staff and program participants, "This is a tobacco, alcohol and drug free work place and program". The applicant also agrees to integrate drug free messages, drug prevention materials information and activities into the grant funded program where ever appropriate.

IX. RECORDS AND REPORTS

The Applicant will keep records and prepare reports, including detailed, separate financial records relating to funds received from the County. All accounts shall be prepared and maintained according to generally accepted accounting principles and as otherwise provided by law. The Applicant will maintain such accounts and documents as will serve to permit expeditious determination to be made at any time of the status of funds within the award, including the disposition of all monies received from the DHHC, and the nature and amount of all charges claimed to be against such funds.

A. **Quarterly Reports by Recipients:** Within three weeks after the end of each quarter of the fiscal year, each recipient of a grant of public funds shall transmit to the DHHC a Quarterly Reimbursement Report which will contain the following information for the quarter:

1. Financial status report of the County funds used;
2. Number and description of people served;
3. Summary of program status in relation to goals, objectives, scheduled action steps; and
4. A narrative report, including progress in meeting performance standards.

X. **AMENDMENTS TO THE APPLICATION/EVALUATION**

The Applicant assures that it will submit to the DHHC for prior approval, justification in writing for any substantial changes, additions, or deletions to the grant application. The Applicant will cooperate and assist in any effort undertaken by the DHHC to evaluate the effectiveness, feasibility, and cost of activities under the application.

XI. **GRANT CONDITIONS**

The Applicant agrees to comply with the following conditions before receiving a grant award:

- A. Employ and/or have under contract such persons as are qualified to engage in the activity to be funded in whole or in part by the County; provided that for nonprofit organizations, no two or more members of a family or kin of the first or second degree shall be employed or under contract by the organization; provided further that no salary or benefit increases by the organization shall be funded with public funds unless the increases are agreed to in advance by the DHHC and made part of the contract with the organizations;
- B. Comply with applicable federal and state laws prohibiting discrimination against any person on the basis of race, color, national origin, religion, creed, sex, age, physical handicap, marital status, parental status, arrest and court record, National Guard participation, or HIV infection;
- C. Agree not to use public funds for purposes of entertainment perquisites (including food), or any other expenditures not directly related to the approved goals and objectives of the project;
- D. Comply with such other requirements to ensure adherence by the provider or recipient with federal, state, and county laws; and
- E. Allow the DHHC and County Auditors full access to records, reports, files, and other related documents in order that the program, management, administrative and fiscal practices of the recipient may be monitored and evaluated to assure the proper and effective expenditure of public funds.

XII. **RECOGNITION**

The grant recipient will give the County of Maui appropriate recognition in all County-funded programs and printed materials.

XIII. **GRIEVANCE PROCEDURE**

The Applicant will adopt a grievance procedure to assure proper accounting for any concerns and complaints about its programs or services that may arise from its members, employees, clients or from other members of the public.

XIV. CONTRACTS

An appropriation for a grant shall not be disbursed unless and until a fully executed grant agreement is entered into between the County and the recipient. The terms of this application shall be incorporated therein. Each grant agreement shall expressly state that the recipient or provider is an independent contractor and not an employee of the County and provide that the recipient or provider shall indemnify and hold harmless the County, the appropriate contracting agency, and the involved officers, employees, and agents from and against all claims, damages, or costs arising out of or in connection with the acts or omissions of the recipient or provider.

XV. REIMBURSEMENT REQUESTS

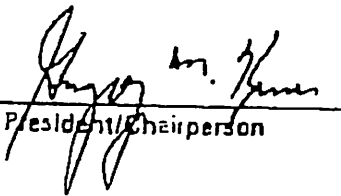
Grant funds will be disbursed to the Applicant through Requests for Reimbursement that shall include complete documentation and reporting of expenses to be reimbursed. Reimbursable expenses include those itemized in the budget prepared for DHHC in the grant application and approved by DHHC.

XVI. CONTINUED ELIGIBILITY

Any recipient or provider who withholds or omits any material facts or deliberately misrepresents such facts to the County of Maui shall be in violation of the terms of this agreement and may be liable to reimburse a portion of any funds received herein. Such recipient or provider shall be prohibited from receiving any grant, subsidy or purchase of service agreement from the County of Maui for a period of five years.

UNSIGNED PROPOSALS WILL NOT BE ACCEPTED

Signature of President/Chairperson

 , PRESIDENT.

Date

11/21/94

Signature of Director/Manager

Date

ORGANIZATION: Hawaiian Kamalii, Inc.

TABLE 1
DETAILS OF PERSONNEL SERVICES

| Item # | POSITION TITLE EMPLOYEE (LAST NAME FIRST) | P | PRECEDING 2-YEAR PERIOD | | BUDGET PERIOD REQUEST | |
|---|--|---|-------------------------|----|-----------------------|--|
| | | | FY | FY | FY 1994 | Grant Request Only Projected Fiscal Year |
| 1. | Title: Program Director -Summer Youth Prog | P | | | 1.0 | |
| | Name: Paul Luuwai | | | | 2,500 | |
| 2. | Title: Assistant Program Director | P | | | .75 | |
| | Name: Kekai Olsen | | | | 2,500 | |
| 3. | Title: Recreation Leader | P | | | .50 | |
| | Name: Rimo Palakiko | | | | 800 | |
| 4. | Title: Recreation Leader | P | | | .50 | |
| | Name: Kai Spencer | | | | 800 | |
| 6. | Title: | P | | | | |
| | Name: | | | | | |
| 6. | Title: | P | | | | |
| | Name: | | | | | |
| TOTAL POSITION COUNT | | P | | | 2.75 | |
| TOTAL SALARIES (to be funded by the County) | | P | | | 6,600 | |

*Please detail in all tables how you project to expend the funds granted by the County.

**Example: Employee 1 works 40 hours per week P = 1.00
 Employee 2 works 20 hours per week P = 0.50
 Employee 3 works 30 hours per week P = 0.75
 TOTAL POSITION COUNT T = 2.25

P - Hours worked based on 1.00 = 40. hr/wk (full-time)
 not more than .50 = 20. hr/wk (half-time)
 less than = .50 hr/wk (part-time)

\$ - Salary

ORGANIZATION: Hawaiian Kamalii, Inc.

TABLE 2
EMPLOYEE BENEFITS/PAYROLL TAXES

| DESCRIPTION | | PRECEDING 2-YEAR PERIOD | | | | BUDGET PERIOD REQUEST | | | |
|-------------|----------------------------------|-------------------------|--|----|--|-----------------------|--|---------------------|-----------------------|
| Item # | Employee Benefits/Payroll Taxes | FY | | FY | | FY | | Direct Request Only | Projected Expenditure |
| 2 | EMPLOYEE BENEFITS (TOTAL) | | | | | | | | |
| | Health Insurance* | | | | | | | | |
| | Dental Insurance | | | | | | | | |
| | Other Benefits - (Specify) | | | | | | | | |
| | | | | | | | | | |
| 3 | PAYROLL TAXES (TOTAL) | | | | | | | | |
| | FICA _____ % | | | | | | | | |
| | SUI (Unemployment Ins.) _____ % | | | | | | | | |
| | Workers' Compensation _____ % | | | | | | | | |
| | TDI (Disability) _____ % | | | | | | | | |
| | TOTAL (to be entered in Table 4) | | | | | 0 | | | |

* (Employer's expense as required by law)

ORGANIZATION: Hawaiian Kamalii, Inc.

TABLE 3
DETAILS OF OTHER CURRENT EXPENSES (OPERATING COSTS)

| DESCRIPTION | | PRECEDING 2-YEAR PERIOD | | | | BUDGET PERIOD REQUEST | | | |
|-------------|--|-------------------------|--|----|--|-----------------------|--------|--------------------|------------------------|
| Item # | Expense | FY | | FY | | FY 1994 | | Grant Request Only | Estimated Expenditures |
| 1 | PROFESSIONAL FEES (TOTAL) | | | | | | 29,500 | | 20,000 |
| | Legal | | | | | | | | |
| | Accounting | | | | | 3,000 | | | |
| | Other - (Specify) Site Design/Permit | | | | | 26,500 | | 20,000 | |
| 2 | SUPPLIES (TOTAL) | | | | | | | | |
| | Office | | | | | | | | |
| | Program <small>(Specify according to program as an attachment)</small> | | | | | | | | |
| | Consumable | | | | | | | | |
| | Other - (Specify) | | | | | | | | |
| 3 | TELEPHONE | | | | | | | | |
| 4 | POSTAGE & FREIGHT | | | | | | | | |
| 5 | OCCUPANCY (TOTAL) | | | | | | | | |
| | Rent | | | | | | | | |
| | Utilities | | | | | | | | |
| | Janitorial | | | | | | | | |
| | Insurance (Fire, Liability, etc.) | | | | | | | | |
| | Other - (Specify) | | | | | | | | |
| 6 | EQUIPMENT (TOTAL) | | | | | | | | |
| | Purchase <small>(Include itemized list and justification as an attachment)</small> | | | | | | | | |
| | Rental of: | | | | | | | | |
| | Repairs and Maintenance of: | | | | | | | | |

ORGANIZATION: Hawaiian Kamalii'i, Inc.

TABLE 3
(CONTINUED) - DETAILS OF OTHER CURRENT EXPENSES (OPERATING COSTS)

| DESCRIPTION | | PRECEDING 2-YEAR PERIOD | | BUDGET PERIOD REQUEST | |
|---|---|-------------------------|----|-----------------------|--|
| Item # | Expenses | FY | FY | FY 1994 | Current Request Only Projected Expenditures |
| 7 | PRINTING | | | | |
| 8 | PUBLICATION & SUBSCRIPTIONS | | | | |
| 9 | TRAVEL (TOTAL) | | | | |
| | Air Fare | | | | |
| | Per Diem | | | | |
| | Auto Mileage | | | | |
| | Insurance | | | | |
| | Other - (Specify) | | | | |
| 10 | REGISTRATION/TUITION FEE - (Justify) | | | | |
| 11 | SPECIFIC ASSISTANCE TO INDIVIDUALS | | | | |
| 12 | MEMBERSHIP DUES | | | | |
| 13 | AWARDS and GRANTS | | | | |
| 14 | STAFF TRAINING (itemize as an attachment) | | | | |
| 15 | OTHER - (itemize) | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| TOTAL (to be reflected in Table 4) | | | | 29,500 | 20,000 |

ORGANIZATION: HAWAIIAN KAMAILI, INC.

TABLE 4 - SUMMARY OF PERSONNEL REQUIREMENTS, EXPENDITURES, AND INCOME

Personnel Requirements: Salary (\$) and Number of Positions (P)

| Positions | PRECEDING 2-YEAR PERIOD | | BUDGET PERIOD REQUEST | |
|---|-------------------------|----|-----------------------|--------------------|
| | FY | FY | FY | Grant Request Only |
| (Table 1) TOTAL # OF POSITIONS (P) | | | 2.75 | |
| (Table 1) TOTAL PERSONNEL COSTS (\$) | | | 6,600 | |
| (Table 2) EMPLOYEE BENEFITS/PAYROLL TAXES | | | 0 | |
| TOTAL PERSONNEL COSTS | | | 6,600 | |
| TOTAL NUMBER OF POSITIONS | | | 2.75 | |

Total Budget Summary of Personnel Services and Other Current Expenditures

| Personnel | PRECEDING 2-YEAR PERIOD | | BUDGET PERIOD REQUEST | |
|-----------------------------------|-------------------------|----|-----------------------|--------------------|
| | FY | FY | FY | Grant Request Only |
| (Tables 1 & 2) PERSONNEL SERVICES | | | 6,600 | |
| (Table 3) OTHER CURRENT EXPENSES | | | 29,500 | 20,000 |
| TOTAL BUDGET | | | 36,100 | 20,000 |

Budget Income Summary

| Revenue Source (All income for the budget is derived by the project) | PRECEDING 2-YEAR PERIOD | | BUDGET PERIOD REQUEST | |
|---|-------------------------|----|-----------------------|--------------------|
| | FY | FY | FY | Grant Request Only |
| County of Maui | | | 29,500 | 20,000 |
| Contributions | | | 5,000 | |
| Hawaiian Canoe Club | | | 1,600 | |
| TOTAL REVENUES | | | 36,100 | 20,000 |

Note: Total Budget should equal Total Revenues.

1994 Grant Application
Hawaiian Kamali'i, Inc.

No annual financial statements are available for the previous two years, 1992 and 1993. Hawaiian Kamali'i, Inc. was incorporated in June of 1992 and had no activity in 1993.

INTERNAL REVENUE SERVICE
DISTRICT DIRECTOR
PO BOX 36001 STOP: SF-4-4-46
SAN FRANCISCO, CA 94102

DEPARTMENT OF THE TREASURY

Date: JUN 30 1992

HAWAIIAN KAMALII INC
2044 PALUA STREET
WAILUKU, HI 96798

Employer Identification Number:
99-0295943
Contact Person:
PATRICE WHANG
Contact Telephone Number:
(415) 556-0228

Accounting Period Ending:
December 31
Foundation Status Classification:
509(a)(2)
Advance Ruling Period Begins:
April 29, 1992
Advance Ruling Period Ends:
December 31, 1996
Addendum Applies:
Yes

Dear Applicant:

Based on information you supplied, and assuming your operations will be as stated in your application for recognition of exemption, we have determined you are exempt from federal income tax under section 501(a) of the Internal Revenue Code as an organization described in section 501(c)(3).

Because you are a newly created organization, we are not now making a final determination of your foundation status under section 509(a) of the Code. However, we have determined that you can reasonably expect to be a publicly supported organization described in section 509(a)(2).

Accordingly, during an advance ruling period you will be treated as a publicly supported organization, and not as a private foundation. This advance ruling period begins and ends on the dates shown above.

Within 90 days after the end of your advance ruling period, you must send us the information needed to determine whether you have met the requirements of the applicable support test during the advance ruling period. If you establish that you have been a publicly supported organization, we will classify you as a section 509(a)(1) or 509(a)(2) organization, as long as you continue to meet the requirements of the applicable support test. If you do not meet the public support requirements during the advance ruling period, we will classify you as a private foundation for future periods. Also, if we classify you as a private foundation, we will treat you as a private foundation from your beginning date for purposes of section 507(d) and 4940.

Grantors and contributors may rely on our determination that you are not a private foundation until 90 days after the end of your advance ruling period. If you send us the required information within the 90 days, grantors and contributors may continue to rely on the advance determination until we make a final determination of your foundation status.

Letter 1045(00/06)

HAWAIIAN KAMALZI INC

If we publish a notice in the Internal Revenue Bulletin stating that we will no longer treat you as a publicly supported organization, grantors and contributors may not rely on this determination after the date we publish the notice. In addition, if you lose your status as a publicly supported organization, and a grantor or contributor was responsible for, or was aware of, the act or failure to act, that resulted in your loss of such status, that person may not rely on this determination from the date of the act or failure to act. Also, if a grantor or contributor learned that we had given notice that you would be removed from classification as a publicly supported organization, then that person may not rely on this determination as of the date he or she acquired such knowledge.

If you change your sources of support, your purposes, character, or method of operation, please let us know so we can consider the effect of the change on your exempt status and foundation status. If you amend your organizational document or bylaws, please send us a copy of the amended document or bylaws. Also, let us know all changes in your name or address.

As of January 1, 1984, you are liable for social securities taxes under the Federal Insurance Contributions Act on amounts of \$100 or more you pay to each of your employees during a calendar year. You are not liable for the tax imposed under the Federal Unemployment Tax Act (FUTA).

Organizations that are not private foundations are not subject to the private foundation excise taxes under Chapter 12 of the Internal Revenue Code. However, you are not automatically exempt from other federal excise taxes. If you have any questions about excise, employment, or other federal taxes, please let us know.

Donors may deduct contributions to you as provided in section 170 of the Internal Revenue Code. Bequests, legacies, devises, transfers, or gifts to you or for your use are deductible for Federal estate and gift tax purposes if they meet the applicable provisions of sections 2055, 2106, and 2522 of the Code.

Donors may deduct contributions to you only to the extent that their contributions are gifts, with no consideration received. Ticket purchases and similar payments in conjunction with fundraising events may not necessarily qualify as deductible contributions, depending on the circumstances. Revenue Ruling 87-246, published in Cumulative Bulletin 1987-2, on page 104, gives guidelines regarding when taxpayers may deduct payments for admission to, or other participation in, fundraising activities for charity.

Contributions to you are deductible by donors beginning April 29, 1992.

You are not required to file Form 990, Return of Organization Exempt From Income Tax, if your gross receipts each year are normally \$25,000 or less. If you receive a Form 990 package in the mail, simply attach the label provided, check the box in the heading to indicate that your annual gross receipts are normally \$25,000 or less, and sign the return.

HAWAIIAN KAMALII INC

If you are required to file a return you must file it by the 15th day of the fifth month after the end of your annual accounting period. We charge a penalty of \$10 a day when a return is filed late, unless there is reasonable cause for the delay. However, the maximum penalty we charge cannot exceed \$5,000 or 5 percent of your gross receipts for the year, whichever is less. We may also charge this penalty if a return is not complete. So please be sure your return is complete before you file it.

You are not required to file federal income tax returns unless you are subject to the tax on unrelated business income under section 511 of the Code. If you are subject to this tax, you must file an income tax return on Form 990-T, Exempt Organization Business Income Tax Return. In this letter we are not determining whether any of your present or proposed activities are unrelated trade or business as defined in section 513 of the Code.

You need an employer identification number even if you have no employees. If an employer identification number was not entered on your application, we will assign a number to you and advise you of it. Please use that number on all returns you file and in all correspondence with the Internal Revenue Service.

If we said in the heading of this letter that an addendum applies, the addendum enclosed is an integral part of this letter.

Because this letter could help us resolve any questions about your exempt status and foundation status, you should keep it in your permanent records.

If you have any questions, please contact the person whose name and telephone number are shown in the heading of this letter.

Sincerely yours,



Michael J. Quinn
District Director

Enclosure(s):
Addendum
Form 872-C

HAWAIIAN KAMALII INC

This determination letter is effective from April 29, 1992, the date your organization was incorporated.

Consent Fixing Period of Limitation Upon
Assessment of Tax Under Section 4940 of the
Internal Revenue Code

(See instructions on reverse side.)

OMB No. 1545-0056

To be used with Form
1023. Submit in
duplicate.

Under section 6501(c)(4) of the Internal Revenue Code, and as part of a request filed with Form 1023 that the organization named below be treated as a publicly supported organization under section 170(b)(1)(A)(vi) or section 509(a)(2) during an advance ruling period,

Hawaiian Kamali'i, Inc.

(Exact legal name of organization as shown in organizing document)

2044 Palua Street, Wailuku, Hawaii 96793

(Number, street, city or town, state, and ZIP code)


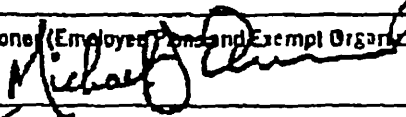
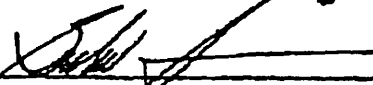
} and the District Director of
Internal Revenue, or
Assistant Commissioner
(Employee Plans and
Exempt Organizations)

Consent and agree that the period for assessing tax (imposed under section 4940 of the Code) for any of the 5 tax years in the advance ruling period will extend 8 years, 4 months, and 15 days beyond the end of the first tax year.

However, if a notice of deficiency in tax for any of these years is sent to the organization before the period expires, the time for making an assessment will be further extended by the number of days the assessment is prohibited, plus 60 days.

Ending date of first tax year December 31, 1992

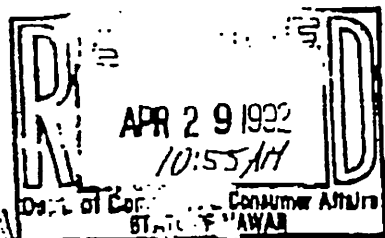
(Month, day, and year)

| | | |
|--|--|-----------------------------|
| Name of organization (as shown in organizing document) Hawaiian Kamali'i, Inc. | | Date May 18, 1992 |
| Officer or trustee having authority to sign Diane L. Ho, President | | |
| Signature ►  | | |
| For IRS use only | | |
| District Director or Assistant Commissioner (Employee Plans and Exempt Organizations)  | | Date 6/30/92 |
| By ►  | | |

For Paperwork Reduction Act Notice, see page 1 of the Form 1023 Instructions.

DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS

BUSINESS REGISTRATION DIVISION



STATE OF HAWAII

P.O. Box 40
Honolulu, HI 96810

Articles of Incorporation of
Hawaiian Kamali'i, Inc.

I HEREBY CERTIFY that this is a true and correct
copy of the original recorded in this office.



Robert A. Shin
DIRECTOR OF COMMERCE AND
CONSUMER AFFAIRS

By: *Shirley A. Kershner*
BUSINESS REGISTRATION ASSISTANT

Date: *June 26, 1992*

The undersigned, desiring to form a nonprofit corporation under the laws of the
State of Hawaii, certifies as follows:

I

The name of the corporation shall be *Hawaiian Kamali'i, Inc.*

II

The address of the corporation's initial office is:

2044 Palua Street
Wailuku, Hawaii 96793

III

The period of the corporation's duration is perpetual.

IV

Section 1. The corporation is organized for the purposes of:

(a) Providing education for children in the Hawaiian art of canoe racing as a recreational sport, for personal growth and character development and as a vehicle for awareness of Hawaiian cultural values.

(b) Transacting any or all lawful activities permitted nonprofit corporations pursuant to Hawaii Revised Statutes Chapter 415B.

Section 2. In furtherance of said purposes, the corporation shall have all powers, rights, privileges and immunities, and shall be subject to all of the liabilities conferred or imposed by law upon corporations of this nature, and shall be subject to and have all the benefits of all general laws with respect to corporations.

Section 3. The corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal code.

V

The number of directors constituting the initial Board of Directors is three. Following are the names and residence street addresses of the three initial directors, and the offices held by each:

| | |
|--|--------------------------------------|
| Diane L. Ho, President | 155 Kuono Place, Makawao, HI 96768 |
| Leona Kushi, Vice-President | 2044 Palua Street, Wailuku, HI 96793 |
| Bernadine Alconcel, Secretary/Treasurer | 2182 Mokuhan Road, Wailuku, HI 96793 |

VI

The corporation has no members.

VII

Section 1. The corporation is nonprofit in nature, and shall not authorize or issue shares of stock. No dividends shall be paid and no part of the net earnings, income or profit of the corporation shall be distributed or inure to the benefit of its members, directors or officers or other private persons, except that the corporation shall be empowered to pay reasonable compensation for services actually rendered to the corporation, and to make payments and distributions in furtherance of the purposes set forth in Article IV hereof.

Section 2. No substantial part of the activities of the corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the corporation shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

Section 3. Notwithstanding any other provision of these Articles, the corporation shall not carry on any other activities not permitted to be carried on (a) by a corporation exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or (b) by a corporation, contributions to which are deductible under section 170(c)(2) of the Internal Revenue Code, or the corresponding section of any future federal tax code.

VIII

Upon the dissolution of the corporation, the existing assets of the corporation shall be distributed for one or more exempt purposes within the meaning of section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal tax code, or shall be distributed to the federal government, or to a state or local government, for a public purpose. Any such assets not so disposed of shall be disposed of by the Circuit Court of the Second Circuit of the State of Hawaii, or any other court of competent jurisdiction, exclusively for such purposes or to such organization or organizations, as said Court shall determine, which are organized and operated exclusively for such purposes.

IN WITNESS WHEREOF, I certify under the penalties of Hawaii Revised Statutes section 415B-158 that I have read the above statements and that the same are true and correct.

DATED: Wailuku, Maui, Hawaii, April 26, 1992.



Diane L. Ho, Incorporator
155 Kuono Place
Makawao, Hawaii 96768

(808) 244-1580

By-Laws of
Hawaiian Kamall'i, Inc.

Article I: Name, Purpose and Seal

1.10 Name

The name of the corporation is *Hawaiian Kamall'i, Inc.*

1.20 Purpose

The purpose of the corporation is (a) providing education for children in the Hawaiian art of canoe racing as a recreational sport, for personal growth and character development and as a vehicle for awareness of Hawaiian cultural values and (b) transacting any or all lawful activities permitted nonprofit corporations pursuant to Hawaii Revised Statutes Chapter 415B.

1.30 Non-profit

The corporation is organized exclusively for charitable, religious, educational and scientific purposes, including, for such purposes, the making of distributions to organizations that qualify as exempt organizations under section 501(c)(3) of the Internal Revenue Code, or the corresponding section of any future federal code.

1.40 Corporate Seal

The Corporation shall have no seal.

Article II: Board of Directors

2.10 Board of Directors

The property and affairs of the corporation shall be managed by a Board of Directors consisting of five members. The Board of Directors shall exercise all lawful

authority for that purpose. At least one member of the Board of Directors shall be a resident of Hawaii.

2.20 Meetings

The Board of Directors shall have an annual meeting in Maui County, Hawaii, on the first Monday of the second quarter of each year (or at a place and on a date proximate thereto, as selected by the prior agreement of all directors), and may have additional meetings at such other times and places as appropriate. If necessary, any meeting of the Board of Directors may be held by a telephone conference.

2.30 Quorum

Three directors shall constitute a quorum. In all matters, the members of the Board of Directors shall strive to obtain a unanimous consensus, but, lacking a consensus, a majority of the directors present at any meeting where there is a quorum shall rule.

2.40 Election

New directors will be elected by their predecessor members of the Board of Directors at an annual meeting, to serve until their successors are elected. Directors may succeed themselves in office.

2.50 Term

Each Director shall be elected for a term of two years.

2.60 Vacancies

The remaining member or members of the Board of Directors, even if less than a quorum, shall designate new directors to serve the rest of the unexpired terms of any vacancies arising on the Board of Directors between elections held at annual meetings.

2.70 Notice

Notice of any meetings of the Board of Directors shall be given by written notice mailed by any director at least ten days before each such meeting, except that the

directors may waive such notice and act at any meeting or otherwise as permitted by the laws governing nonprofit corporations in the State of Hawaii.

Article III: Officers

3.10 Election

At the annual meeting, the first order of business for newly elected members of the Board of Directors shall be to elect from among themselves the officers of the corporation. The officers of the corporation shall consist of a president, a vice-president/secretary and a treasurer. Officers shall serve during the same two year terms as their memberships on the Board of Directors, and officers may be elected to succeed themselves in office.

3.20 President

The President of the corporation will preside at meetings of the Board of Directors and shall have the power to sign contracts, notes, minutes of meetings, and all other instruments approved by the Board of Directors. The President may appoint for a specified term any qualified person to any standing or special committee provided by these By-Laws or established by any resolution of the Board of Directors.

3.30 Vice-President

The Vice-President of the corporation shall assist all officers, as necessary, to assure the fulfillment of the purposes of the corporation. In case of the absence of the President from any meeting of the Board of Directors, the Vice-President will preside.

3.40 Secretary

The Secretary of the corporation will keep minutes of all meetings of the Board of Directors and shall maintain the general records of the corporation and undertake such acts as may be necessary to keep the corporation in good standing in the State of Hawaii and in any jurisdiction approved by the Board of Directors for the conduct of corporate activities.

3.50 Treasurer

The Treasurer of the corporation will keep the financial books and records of the corporation, and report upon same to the Board of Directors at least annually. The signature of both the Treasurer and also the signature of any other officer must jointly appear on all checks issued on any account of the corporation. Any payment or allocation of corporate funds or resources must be approved by the Board of Directors either specifically or as an item of an authorized budget or a purpose established by a resolution of the Board of Directors and designated for expenditures.

Article IV: Members and Committees

4.10 Members

The corporation shall have no members.

4.20 Committees

The Board of Directors may establish by resolution any standing or special committees that may be deemed necessary in the exercise of their discretion.

4.30 Governance

The governance of, qualification for and terms of membership, duties and direction of all corporate committees shall be established by such guidelines as may from time to time be set forth in resolutions of the Board of Directors.

Article V: Indemnification

5.10 Generally

The corporation shall indemnify the members of the Board of Directors, all corporate committees, and corporate agents and employees to the full extent allowed by laws governing nonprofit corporations in the State of Hawaii.

5.20 Bonds and Insurance

The Board of Directors may obtain such bonds and insurance as may be deemed appropriate in its discretion to accomplish indemnification and related purposes.

6.10 Fiscal Year

The fiscal year of the corporation shall be the annual year. The Board of Directors shall be empowered to determine an alternative fiscal year by resolution. The treasurer will surrender the annual report and all supporting fiscal documents to a public accountant for the purpose of a two year external examination and review in accordance with general accepted accounting standards.

6.20 Amendments

The Articles of Incorporation may be amended according to such procedures as are provided by the laws governing nonprofit corporations in the State of Hawaii. These By-Laws may be amended only by a written resolution endorsed with the signatures of not less than eighty percent of the members of the Board of Directors.

6.30 Dissolution

Dissolution of the corporation may be accomplished as provided by the laws governing nonprofit corporations in the State of Hawaii, as limited by the Articles of Incorporation.

**CONFIRMATION OF LICENSE EXTENSION
HAWAIIAN KAMALI'I INC DBA HAWAIIAN CANOE CLUB
HO'ALOHA PARK**

| YEAR | TERM | RATE |
|--------|-------------------------|------------------------------|
| 1 - 20 | 01/01/2015 – 12/31/2034 | \$1.00/YR PAID IN ADVANCE |

Director of Department of Parks and Recreation hereby verifies and confirms that Licensee's program objectives are being attained as described in the Grant Application attached as Exhibit "D" to the License to Occupy.

**HAWAIIAN KAMALI, INC
DBA HAWAIIAN CANOE CLUB**


BY: ARIANNA GERRY
CLUB MANAGER

DATE

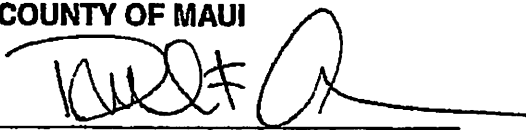
12/23/2014

APPROVAL RECOMMENDED:


BY: KA'ALA BUENCONSEJO
Parks & Recreation Director

1-7-15

COUNTY OF MAUI


BY: DANILO F. AGSALOG
Finance Director

1/20/15

APPROVED AS TO FORM AND LEGALITY:


BY: J.L. SHEPPARD
Deputy Corporation Counsel

1/20/15