

# Resolution

No. 24-46

## AUTHORIZING A GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT

WHEREAS, the August 2023 Maui wildfires in Lahaina and Kula have caused significant damage to properties and displaced numerous individuals and families; and

WHEREAS, in response to the urgent housing needs caused by the August 2023 Maui wildfires the Council for Native Hawaiian Advancement (CNHA), with assistance from the Hawaii Community Foundation and the County propose to building 34 temporary housing units on 17 county-owned lots located in Maui Lani in Kahului; and

WHEREAS, CNHA, a Hawaii domestic nonprofit corporation, desires to obtain a grant of lease from the County of Maui, rent-free for a period of three years with two one-year options to extend; and

WHEREAS, the real property CNHA desires to lease are those certain parcels more particularly identified as follows:

LOT #	Tax Map Key	Acres	Area (SF)
34	(2) 3-8-096-034-0000	0.1840	8,017.00
35	(2) 3-8-096-035-0000	0.2034	8,858.00
36	(2) 3-8-096-036-0000	0.2653	11,558.00
37	(2) 3-8-096-037-0000	0.2234	9,733.00

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38	(2) 3-8-096-038-0000	0.1947	8,480.00
39	(2) 3-8-096-039-0000	0.1743	7,591.00
40	(2) 3-8-096-040-0000	0.1604	6,989.00
41	(2) 3-8-096-041-0000	0.1575	6,862.00
42	(2) 3-8-096-042-0000	0.1545	6,728.00
43	(2) 3-8-096-043-0000	0.1551	6,757.00
44	(2) 3-8-096-044-0000	0.1551	6,755.00
45	(2) 3-8-096-045-0000	0.1545	6,728.00
46	(2) 3-8-096-046-0000	0.1545	6,728.00
47	(2) 3-8-096-047-0000	0.1545	6,728.00
48	(2) 3-8-096-048-0000	0.1562	6,803.00
49	(2) 3-8-096-049-0000	0.1592	6,936.00
50	(2) 3-8-096-050-0000	0.1626	7,081.00
Totals		2.9691	129,332

for a total area measuring approximately 2.9691 acres (collectively, the "Property"), and more particularly described and depicted in the Grant of Lease of County Real Property, attached hereto as Exhibit "A"; 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; and

**Resolution No. 24-46**

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

1. That CNHA be granted the right to lease the Property in accordance with the terms and conditions of the proposed Grant of Lease, to expire January 31, 2027 with two one-year options to extend, unless sooner terminated as provided in Exhibit 1; and

2. That the Mayor and the Director of Finance or their authorized representatives are authorized to execute the proposed Grant of Lease Agreement of County Real Property; and

3. That certified copies of this Resolution be transmitted to the Mayor, the Managing Director, the Director of Finance, and the President and Chief Executive Office of CNHA.

APPROVED AS TO FORM  
AND LEGALITY:



\_\_\_\_\_  
KRISTINA C. TOSHIKIYO  
Deputy Corporation Counsel  
County of Maui

LF2024-0060  
2024-02-06 Resolution CNHA Auth Grant of Lease

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "James K. Lee". The signature is written in black ink and is positioned above a horizontal line.

Upon the request of the Mayor.

GRANT OF LEASE OF COUNTY REAL PROPERTY

THIS GRANT OF LEASE OF COUNTY REAL PROPERTY (hereinafter the "Lease"), made this \_\_\_\_\_ day of \_\_\_\_\_, 2024, 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 COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT, a Hawaii nonprofit corporation, whose mailing address is 91-1270 Kinoiki Street, Kapolei, Hawaii 96707, hereinafter referred to as "CNHA" or "Lessee", and collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the August 2023 Maui wildfires in Lahaina and Kula have caused significant damage to properties and displaced numerous individuals and families; and

WHEREAS, in response to meeting the urgent housing needs caused by the August 2023 Maui wildfires, the Council for Native Hawaiian Advancement, with assistance from the Hawaii Community Foundation, seeks to build 34 temporary housing units on 17 County-owned lots in the Fairways at Maui Lani in Kahului, Maui, Hawaii; 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. Leased Area. The leased area comprises of 17 vacant residential lots (collectively, the "Property" or "Premises") located in the Fairways at Maui Lani, Kahului, Hawaii as shown in Exhibit

"A", attached hereto and by reference incorporated herein. The respective lot numbers, tax map key, acreage, square footage, and estimated yearly fair market rental value of the Property is specified in Table 1 below:

Table 1

LOT #	Tax Map Key	Acres	Area (SF)	FMRV	Est. Annual rent
34	(2) 3-8-096-034-0000	0.1840	8,017.00	\$374,300	\$17,366.96
35	(2) 3-8-096-035-0000	0.2034	8,858.00	\$380,600	\$17,964.32
36	(2) 3-8-096-036-0000	0.2653	11,558.00	\$400,600	\$18,908.32
37	(2) 3-8-096-037-0000	0.2234	9,733.00	\$387,000	\$18,266.40
38	(2) 3-8-096-038-0000	0.1947	8,480.00	\$371,200	\$17,832.16
39	(2) 3-8-096-039-0000	0.1743	7,591.00	\$366,700	\$17,520.64
40	(2) 3-8-096-040-0000	0.1604	6,989.00	\$365,800	\$17,308.24
41	(2) 3-8-096-041-0000	0.1575	6,862.00	\$365,800	\$17,265.76
42	(2) 3-8-096-042-0000	0.1545	6,728.00	\$364,800	\$17,218.56
43	(2) 3-8-096-043-0000	0.1551	6,757.00	\$365,000	\$17,228.00
44	(2) 3-8-096-044-0000	0.1551	6,755.00	\$365,000	\$17,228.00
45	(2) 3-8-096-045-0000	0.1545	6,728.00	\$364,000	\$17,218.00
46	(2) 3-8-096-046-0000	0.1545	6,728.00	\$364,800	\$17,218.56
47	(2) 3-8-096-047-0000	0.1545	6,728.00	\$364,800	\$17,218.56
48	(2) 3-8-096-048-0000	0.1562	6,803.00	\$365,300	\$17,242.16
49	(2) 3-8-096-049-0000	0.1592	6,936.00	\$366,300	\$17,289.36
50	(2) 3-8-096-050-0000	0.1626	7,081.00	\$367,400	\$17,341.28
Totals		2.9691	129,332	\$6,312,300	\$297,936

References to individual parcels shall be identified by its respective lot number.

B. Use of Property. Lessee shall use the Property only for the purpose of providing housing to individuals and families displaced by the August 2023 Maui Wildfires "(Project)" as set forth in the grant application attached hereto as Exhibit "B" and by reference incorporated herein. The use of the Property for any other purpose shall require the prior written approval of Lessor, through its Director of the Office of Economic Development ("Director").

C. Term. This Lease shall commence upon execution and expires in three (3) years on January 31, 2027, unless sooner terminated as provided herein and may be extended for two (2) additional one (1) year-terms ("Option Period") in writing. The Option Period must be exercised in writing no less than 90 days before the Lease termination date. Lessee may terminate at any time during the Option Period with 30 days written notice to the Director.

D. Extension of Term. Any extension of the Lease term beyond the Option Period shall be subject to Maui County Council approval.

E. Rent. In consideration of the valuable partnership of the parties to further the purpose of meeting the collective goal of providing stable housing, the Lease shall be rent-free.

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

G. Temporary Housing Units and On-Site Utilities. Lessee shall be responsible for the design, planning, permitting, and constructing of the temporary housing units and onsite-utilities in accordance with Exhibit "B" and shall be subject to the Terms and Conditions and all applicable laws and regulations, including the Maui Lani Community Association ("MLCA") Conditions, Covenants, and Restrictions, bylaws, and design guidelines, unless specifically waived by the appropriate governing body with the written consent of the Director.

H. Property Management. Lessee shall be responsible for property management of the temporary housing units, either by direct management or through contract services. Lessee and/or property management designee shall comply with and enforce all applicable housing laws and the rules of the MLCA.

I. Reversion. Within 180 calendar days of the termination of this Lease, Lessee shall remove the temporary housings units from the Property.

J. Other Terms and Conditions. Any Special Conditions are attached hereto as Exhibit "D" and made a part of this Lease. In the event of any inconsistencies or conflict between the Terms and Conditions and the Special Conditions, the Special Conditions shall control. Any general, miscellaneous, or other terms, conditions, or provisions that are found in any of the application for this Grant of Lease or in any sub-contractor's proposals attached thereto shall be unenforceable against the County, unless the subject of such terms, conditions, or provisions is addressed in the County's Terms and



Conditions, and such terms, conditions or provisions are consistent with the County's Terms and Conditions.

K. Grant requirements. Within three (3) weeks after the end of the fiscal year, Lessee shall transmit to the Office of Economic Development a report, using Exhibit "E", provided herewith, containing the following information for the quarter and for the fiscal year to date:

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.

L. Review of Grant of Lease. The Director may in its sole discretion require a review to ensure compliance with the terms of this grant of Lease. Lessee shall, upon written request, provide Lessor full access to inspect or audit Lessee's records, report books, files and other financial documents and shall cooperate fully and assist the County in any such audit or inspection. Lessee shall also allow Lessor to physically inspect the Premises upon two days written notice.

M. Modifications. Any modifications or amendments to the Lease may be made upon mutual agreement of the parties and by Maui County Council approval by Resolution.


**[EXECUTION PAGES TO FOLLOW]**

LESSOR:  
COUNTY OF MAUI

By \_\_\_\_\_  
RICHARD T. BISSEN, JR.  
Its Mayor

By \_\_\_\_\_  
SCOTT K. TERUYA  
Director of Finance

APPROVAL RECOMMENDED:

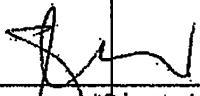
  
\_\_\_\_\_  
LUANA MAHI  
Director  
Office of Economic Development  
County of Maui

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
KRISTINA C. TOSHIKIYO  
Deputy Corporation Counsel  
County of Maui  
LF2024-0060  
2024-01-25 CNHA Lease of Fairways lots

LESSEE:

COUNCIL FOR NATIVE HAWAIIAN  
ADVANCEMENT

By  \_\_\_\_\_  
(Signature)

Kaho Lewis  
\_\_\_\_\_  
(Print Name)

Its CEO  
\_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

STATE OF HAWAII                    )  
  )     SS.  
COUNTY OF MAUI                    )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared RICHARD T. BISSEN, JR., 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 RICHARD T. BISSEN, JR. 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 \_\_\_\_\_, 2024, before me personally appeared SCOTT K. TERUYA, 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 SCOTT K. TERUYA 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: \_\_\_\_\_

<b>NOTARY PUBLIC CERTIFICATION</b>	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	

STATE OF \_\_\_\_\_ )  
  )     SS.  
\_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

<b>NOTARY PUBLIC CERTIFICATION</b>	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	

STATE OF \_\_\_\_\_ )  
 \_\_\_\_\_ ) SS.  
 \_\_\_\_\_ )

On this \_\_\_\_ day of \_\_\_\_\_, 2024, before me personally appeared \_\_\_\_\_, 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 \_\_\_\_\_

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

<b>NOTARY PUBLIC CERTIFICATION</b>			
Doc. Date: _____		# Pages: _____	
Notary Name: _____	Judicial Circuit: _____		
Doc. Description: _____			
_____			
_____			
Notary Signature: _____			
Date: _____			

**EXHIBIT "A"**



# FAIRWAYS LOTS 34-50 (depicted in red highlighted sections)



08/26/2021

**EXHIBIT "B"**  
**GRANT APPLICATION**

Title **Council for Native Hawaiian Advancement** 01/31/2024  
 id. 45385723  
 by **Nick Carroll** in **FY24, Round 3 - OED Grant Application**  
 nick@hawaiiancouncil.org

**Original Submission** 01/31/2024

Score n/a

◆◆ A. Application / Fiscal Agent Information

ORGANIZATION NAME - Project Title Council for Native Hawaiian Advancement

Requested Amount

Business Type Federally Recognized Non-Profit

Mailing Address 91-1270 Kinoiki Street, Bldg. 1, Kapolei, HI 96707

Program Contact's Name Nicholas Carroll

Program Contact's Title Chief of Staff

Program Contact's Email nick@hawaiiancouncil.org

Program Contact's Phone Number +18084939284

EXT

Grant Administrator or Fiscal Agent Contact's Name Jade Carrel

Grant Administrator or Fiscal Agent Contact's Title Chief Financial Officer

Grant Administrator or Fiscal Agent Contact's Email jade@hawaiiancouncil.org

Grant Administrator or Fiscal Agent  
Contact's Phone Number +18086812191

EXT

◆◆ B. Project / Program Information

Project Description: In coordination with the County of Maui and Hawai'i Community Foundation, the Council for Native Hawaiian Advancement is constructing (34) temporary dwelling units for wildfire-impacted residents in the Maui Lani Fairways.  
One sentence that describes your project. (May be used in OED promotion such as press release)

Date(s): List specific date(s) for project. January 30, 2024

Location of Project Kahului

Priority Focus Area: Economic Development  
Select two areas

◆◆ C. Grant Application Certification

I hereby agree to administer the project in accordance with the contract prescribed by the County of Maui Office of Economic Development. Distribution of grant funds are limited to those applicants who are in compliance with regulations, policies, and procedures. The Office of Economic Development reserves the right to withhold such distributions if at any time the applicant/grantee is not in compliance. It is the policy of the County of Maui, a political subdivision of the State of Hawaii, whose principal place of business is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called the "COUNTY", 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 and state laws relating to equal employment opportunities. Authority and Capacity: The applicant assures that it has the authority and capacity to develop and submit the application and to carry out a project pursuant to the application. Contracts 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 between the COUNTY and the recipient. Each grant agreement shall incorporate General Terms and Conditions, which include required insurance coverage. Continued Eligibility: Any GRANTEE who withholds or omits any material 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 GRANTEE shall be prohibited from receiving any grant, subsidy or purchase of service Agreement from the County of Maui for a period of five years, shall return all funds, and shall be subject to debarment proceedings. Organizations currently receiving funds from the County Office of Economic Development must be in good standing and up to date on all required reporting requirements and contract deliverables in order to re-apply. Certification: Unsigned proposals will not be accepted. Applicant shall have bylaws or policies which describe the manner in which business is conducted, and such policies shall include provisions relating to nepotism and management of potential conflict-of-interest situations.

The applicant certifies that the data in this application is true and correct and that the Applicant shall comply with the assurances set forth in this application, and the requirements of the General Terms and Conditions. Name and title of official(s) authorized to sign for applicant organization and project representative liable for deliverables: Must be listed as an owner, member or officer on DCCA Annual Filing, or must submit a corporate resolution identifying who may sign legal documents for the organization corporate resolution identifying who may sign legal documents for the organization.

Name of Authorized Representative	Kuhio Lewis
Title of Authorized Representative	Chief Executive Officer

Typed Signature of Authorized Representative      Kuhio Lewis

Optional: Name of Additional Project Authorized Representative      Nicholas Carroll

Optional: Title of Additional Project Authorized Representative      Chief of Staff

◆◆ D. Proposal Narrative

1. Introduction Highlight your experience and work history and emphasis your ability to fulfill your contractual obligations. Discuss your milestones, especially how your project/program will benefit the community.

Provide background information about the applicant, organizations mission, and ability to accomplish this project. List the project/ program organizers who will be executing the program and include descriptions of their experience and qualifications.

**Background**

The Council for Native Hawaiian Advancement (CNHA) is a member-based 501(c)3 non-profit organization with a mission to culturally advance Hawai'i through economic, political, and community development.

Founded in 2001, CNHA is a Community Development Financial Institution (CDFI) certified by the U.S. Treasury department and a HUD-Certified Housing Counseling agency. We provide access to capital, financial education and individualized financial counseling services with a focus on low and moderate-income families. CNHA serves as a National Intermediary, providing grants and loans targeting underserved communities in Hawai'i. As a matter of principle and practice, our programming and services are available regardless of Native Hawaiian ancestry.

Since the Maui wildfires, CNHA has pivoted several of our regular programming and began to offer new programs to assist in the recovery efforts. New programing include:

- Kāko'o Maui Resource Center - Offering survivor families access to various resources including, financial assistance, medical, legal aid, FEMA, SBA, American Red Cross, County of Maui Right-of-Entry Program
- Host Housing Support Program - financial assistance for hosts housing wildfire-impacted families in impromptu arrangements.
- Leasing Program - leasing of residential units across Maui in an effort to house wildfire-impacted families at a subsidized rate for up to 12 months.
- helpingmaui.org - a centralized housing website that helps survivors find housing, while also serving as a platform for property owners and managers to offer their properties to survivors.
- Food Distribution Center - providing food and other essentials supplies to over 300 families daily

- Workforce Development - training Maui residents and providing certifications for employment in the disaster zone

### **Key Positions**

Keith Fernandez - Project Manager:

Keith Fernandez is a seasoned real estate developer with extensive experience in the industry. Throughout his career, he has successfully built over 2,000 lots, 1,000 homes, and various high-end resorts and condominiums. He held a license as a general contractor in the State of California for more than 17 years. Keith has now transitioned into semi-retirement and has been hired as a consultant to lead the proposed project. With his expertise and knowledge, he will oversee the project management, fund management, and portfolio management aspects.

Nicholas Carroll - Project Assistant and Chief of Staff to CEO:

Nicholas Carroll holds the position of Chief of Staff at the CNHA. In this role, he is responsible for spearheading the development of new initiatives and programs. Nicholas has played a crucial role in the establishment of several programs specific to Maui, including the Host Housing Support Program and the Leasing Program. For the duration of the project, Nicholas will serve as a project assistant and liaison to CNHA and County leadership, providing valuable support and contributing to the successful execution of the build.

CNHA is requesting a grant of lease of 17 vacant residential lots owned by the County of Maui located in the Fairways at Maui Lani, Kahului, Hawai'i for three years with the option to extend for two additional one year terms. In consideration of the valuable partnership of the parties to further the purpose of meeting the collective goal of providing stable housing, the Lease shall be rent-free.

2. Project description Your project summary should include implementation dates, public purpose(s), target populations, activities and services to be performed, events, what will be provided, and how it benefits Maui County.

Implementation Dates: Important dates your event/program will take place.

- Modular Procurement: January 29, 2024
- Modular Delivery: March 22, 2024 (est.)
- Engineering Completion: February 9, 2024 (est.)
- Maui Lani Association Review Completion: February 23, 2024 (est.)
- Pre-Development Work: February 26 - April 5, 2024 (est.)
- Final Construction of Modulars: March 22 - April 12, 2024

Location: Tell us the location of your project, program, or event. List your specific venues such as Community Center or virtual such as Zoom.

The proposed project will be located in the Maui Lani subdivision, utilizing 17 parcels owned by the County of Maui (Tax Map Key Number (2) 3-8-096-034 through 050). These parcels already have access to essential services such as water, sewer, electricity, drainline, and conduit.

Each parcel will accommodate two two-bedroom modular homes, providing a total of 34 units. Each unit will have off-street parking for two vehicles. It is important to note that the County of Maui's Sixth Emergency Proclamation Relating to Wildfires suspends the compliance of building codes. However, CNHA intends to procure units that meet the Maui County Building code requirements to ensure that the housing options remain compliant even after the emergency proclamation is lifted.

Public Purpose(s): Public purpose means for the purpose of providing facilities or services for the benefit of the public in connection with, but not limited to, public health, safety or welfare.

CNHA is partnering with the County of Maui to construct 34 interim housing units in Kahului's Maui Lani subdivision specifically for families displaced by the wildfires in Lahaina. Although this location is not in West Maui, it will still foster a strong sense of community as all the families housed there will be from Lahaina. The Maui Lani project is conveniently situated near schools, medical facilities, and other essential services. It will provide temporary housing for a sub-group of Lahaina residents for the next three to five years.

Summary of your project should include activities and services to be provided.

Provide interim housing for (34) wildfire-impacted families

### 3. Proposal Narrative

Goal 1: Your Goal is what you want to achieve. Creating a Brand, Increase Efficiency, or Providing an excellent Festival.

Establish a Right-of Entry with the County of Maui

Objective 1: Your Objectives should be specific, measurable, action-oriented, realistic, and timely.

To complete project due diligence

For Goal 1, what are 4 actionable steps and timeline you plan to take? List out Step 1, Step 2, Step 3, and Step 4.

Step 1: Request for Right of Entry  
Step 2: Review Right of Entry  
Step 3: Finalize Right of Entry  
Step 4: Due Diligence



For Goal 1, what are 4 ways you plan to measure performance or impact? List out at least 4 performance measures.

n/a

Goal 2 Establish a grant of lease with the County of Maui

Objective 2 Allow for the development of modular units

For Goal 2, what are 4 actionable steps and timeline you plan to take? List out Step 1, Step 2, Step 3, and Step 4.

Step 1: Request for Lease  
Step 2: Complete Grant Application  
Step 3: Request for County Council approval  
Step 4: Final execution of lease

For Goal 2, what are 4 ways you plan to measure performance or impact? List out at least 4 performance measures.

n/a

Goal 3 Construction

Objective 3 Development of land and building of modular homes

For Goal 3, what are 4 actionable steps and timeline you plan to take? List out Step 1, Step 2, Step 3, and Step 4.

Step 1: Procure modular home builder and site work contractor  
Step 2: Complete Engineering Requirements  
Step 3: Submit for the approval from the Maui Lani Association  
Step 4: Begin development

For Goal 3, what are 4 ways you plan to measure performance or impact? List out at least 4 performance measures.

n/a

#### 4. Economic Impact

Describe how your project will increase your organization's capacity by expanding an existing business and/or creating new jobs.

The build of (34) modular homes will offer long term economic stability for Maui families displaced by the wildfire.

Explain how this project will benefit Maui's economy, and answer the question, "Why should Maui County taxpayers fund this project?"

Maui already suffers from a limited housing inventory, especially affordable options. This project will offer (34) additional affordable options for Maui families.

Define and quantify the economic problems that need to be addressed.

According to housing needs data collected from over 400 survivor households at helpingmaui.org, 78% of displaced families are requesting 1- or 2-bedroom housing with 1 or 2 parking spots. As of 1/22/2024, 95 families (23% of families requesting housing on helpingmaui.org) have expressed interest in Central Maui housing meeting those criteria.

There is a need to offer housing at rental rates significantly more affordable than the current inflated housing market, for this project to be a viable medium-term housing solution for families. Owners offering 1- and 2-bedroom units at helpingmaui.org are asking median rents of \$5,000 and \$7,500 per month for 1- and 2-bedroom units in West Maui, and \$2,000 and \$3,750 per month for units in Central Maui. But, displaced households cannot afford that without rental assistance, self-reporting that they can pay a median monthly rent of \$1,500 for a 1-bedroom unit, and \$2,000 for a 2-bedroom unit, which happen to be very close to the 2024 HUD Fair Market Rents for Maui: \$1,701 for a 1-bedroom unit and \$2,139 for a 2-bedroom unit. Note that even these rates are higher than the self-reported rents that these families were paying for their Lahaina housing pre-fire: \$1,200 for a 1-bedroom and \$1,500 for a 2-bedroom.

Explain how the request will maintain or expand an existing program or establish a new one.

The Maui Lani development will establish additional housing inventory for wildfire-impacted families. If the model is successful, there is a potential of building units at additional county-owned lots located in Maui Lani. Additionally, the lots owned by the Healthcare Workers expressed interest in building temporary dwelling units to accommodate wildfire-impacted healthcare workers.

Target populations and Geographic Area

Wildfire-impacted families. Priority will be given to families with children, Lahaina primary resident property owners awaiting home construction, and seniors.

## 5. Marketing Plan

Please provide a marketing plan for your project including the use of local resources to promote your business, organization, project, or event.

none

Timeline: When will it start, how often.

n/a

Where? List Media Companies Both Digital and Traditional

n/a

## 6. Economic Self Sufficiency

How do you expect this project, program, or event to become economically self-sufficient in the future? Describe how you would accomplish this, including a detailed timeline and ways you will generate revenue or leverage the County funding with this project, program, or event.

CNHA will charge a monthly rent of approximately \$2,500 per month per unit to offset the expenses contributed to property management, including insurance, utilities, maintenance, and repairs. If impacted are eligible for FEMA continued temporary housing assistance (CTHA), CNHA hopes to work with families to take advantage of their financial assistance while it is available. CNHA expects for the monthly rent to include water, sewer, and electricity.

## E. Forms

Itemized Project Budget and Narrative FILL OUT FORM ATTACHED BELOW AND UPLOAD TO COMPLETE Provide complete income and expenses for the entire project/program. Refer to pages 6 and 7 for instructions and examples. Once you're complete upload your file below. [DOWNLOAD TEMPLATE HERE](#)

Upload your Itemized Project Budget & Narrative

[Maui\\_Lani\\_Project\\_Budget.xlsx](#)

ANY ADDITIONAL INFORMATION? If you have any additional information regarding your narrative, please attach it below.

Optional: Additional narrative materials (you may add up to 7 additional files)

## Required Documents

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**CURRENT CERTIFICATE OF VENDOR COMPLIANCE** To obtain this form, visit Hawaii Compliance Express (HCE) online at [vendors.ehawaii.gov](http://vendors.ehawaii.gov). Under Hawaii law, you must provide proof of compliance in order to receive a contract greater than \$2,500 with state and county government entities in Hawaii. HCE is an electronic system that allows vendors doing business with state or county agencies to quickly and easily obtain proof that they are compliant with applicable laws. With a subscription fee, registered HCE vendors receive a full year of service, automatic email notifications of status changes, and unlimited access by state and county government entities to print certificates for use. If the vendor is not compliant, the vendor is responsible to contact the respective department to resolve the issue.

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Upload Certificate of Vendor Compliance

[Compliance\\_Certificate\\_240130.pdf](#)

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**CURRENT DCCA ANNUAL FILING** Go to: [hbe.ehawaii.gov](http://hbe.ehawaii.gov) A. Current listing of Board of Directors Submit listing of current Board of Directors if different from DCCA filing. B. Corporate Resolution A Corporate Resolution is required to indicate the applicant's representatives who are authorized to sign contracts for the grantee. A Corporate Resolution is not necessary if the State's DCCA filing indicates the applicant's Officers and Board of Directors, and both an Officer and Director sign the grant document. See next

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Upload Current DCCA Filing

[CNHA\\_Annual\\_Report\\_240130.pdf](#)

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IRS W-9 FORM Download form at: [irs.gov/pub/irs-pdf/fw9.pdf](http://irs.gov/pub/irs-pdf/fw9.pdf)

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Upload IRS W-9 Form

[CNHA\\_W9\\_2023\\_1.pdf](#)

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**CURRENT FINANCIAL STATEMENT** Submit your most recent financial statement (12-month profit & loss and balance sheet for the grantee). In the event that the grantee is the fiscal agent, the financial statements and balance sheets should include those of the sub recipient. OED reserves the right to request an audited financial statement prepared by a Certified Public Accountant (CPA).

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Upload Current Financial Statement

[FYE\\_2023\\_SEP\\_Statement\\_of\\_Activities.pdf](#)

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**BYLAWS OF POLICIES WHICH DESCRIBE THE MANNER IN WHICH BUSINESS IS CONDUCTED.** Your bylaws must describe the manner in which business is conducted. Such bylaws shall include provisions relating to nepotism and management of potential conflict of interest situations.

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Upload Bylaws

OPTIONAL: CERTIFICATE OF INSURANCE NOT required at the time of application submission, but required prior to execution of grant.

Optional: Upload  
Certificate of  
Insurance

Health and Safety Protocol The County of Maui is committed to encouraging mitigation measures to combat potential health risks associated with COVID-19. The Healthy and Safety of our communities are always a priority.

LL You are about to  
submit your  
application. LL

\*\*The County of Maui Office of Economic Development will roll applications into the next review period if they are submitted after the following deadlines: May 15th, 2023, November 1st, 2023, and February 1st, 2023. Correcting mistakes or making edits after your application has been submitted is not allowed. For additional information, please visit: THIS WEBSITE. For any technical questions about the platform, please visit THIS WEBSITE. Please review your answers carefully and double-check that all attachments are correct before you submit your application. When your application has been received, you will receive an e-mail confirmation. If you do not receive a confirmation email, you may not receive other communications about the status of your application. Be sure to check the following information: Check which email address you used to set up your Submittable account and ensure it was entered correctly. Make sure your application is not still saved as a draft. Check the junk/spam filters for your email account. Emails are sent from notifications@email.submittable.com. Safelist the Submittable email address. Safelisting an email address means explicitly telling your email service provider that emails from notifications@email.submittable.com are not spam or junk mail. How can I safelist notifications from Submittable?

## Internal Form

Score

## EXHIBIT "C"

### RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

In consideration of the foregoing grant of lease/license to the Lessee/Licensee, the Lessee/Licensee herein grants to the following reservations, covenants, terms and conditions. In the event any of the following conflict with any reservation, covenant term or condition contained in the BODY of the lease/license, the reservation, covenant term or condition contained in said BODY shall prevail. All references to the lease, the lessee, or the lessor shall include and be deemed to refer to the license, licensee or the licensor, where applicable.

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 FOLLOWS:

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

2. 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 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.

3. 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.

4. 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.

5. Indemnification. Lessee shall indemnify and save Lessor harmless against and from any and all suits, claims, damages, judgments, costs and expense, including reasonable attorney's fees, arising from the Lessee's use of the Premises or arise 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 (in addition to Lessee) by reason of any such claim, Lessee agrees to pay the reasonable costs and expenses thereof, counsel fees and any judgments or settlement of claim secured against Lessee by reason of such action or proceeding unless Lessor is found to be grossly negligent or guilty of willful misconduct. Lessor shall indemnify and save Lessee harmless against and from any and all liabilities, suits, claims, damages, judgments, losses, costs and expense, including reasonable attorney's fees and costs, arising as a result of the negligent acts or omissions of Lessor or its employees, agents or

contractors in on or about the Premises, or Lessor's failure to perform its Lease obligations. The obligations under this section shall survive the expiration or earlier termination of the Lease without limitation.

6. Costs of Litigation. In case Lessor, without any fault on its 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 attorneys' fees, incurred by or imposed on Lessor. Lessee shall pay all costs and expenses, including attorneys' 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.

7. 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 the Lessor regarding the aforementioned risks. 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 not mortgage or create a security interest in the demised premises or any portion thereof.

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. Alterations or improvements on the Premises approved by the Director 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, cut down, remove or destroy, or suffer to be cut down, removed or destroyed, any trees growing on the Premises at the commencement of this Lease, as well as any trees that are growing on the Premises during the duration of 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. Lessee agrees to maintain, on a primary basis, at all times during the term of this Lease, the following insurance coverage with the minimum limits and coverages as specified as follows. The coverage(s) shall be placed with an insurance carrier authorized to do business in the State of Hawaii with an A M Best rating of A-VII or higher:

1. Commercial General Liability. Lessee shall procure and maintain commercial general liability coverage written on an occurrence basis covering the liability of the Lessee for all operation on the leased premises. Defense cost shall be outside the limits and will not erode the limits of liability. Lessee shall name the Lessor as an Additional Insured under the policy and shall also provide a waiver of subrogation in favor of the Lessor. The commercial general liability policy shall include the following coverages:
  - 1) Premises Operations
  - 2) Independent Contractors
  - 3) Blanket Contractual Liability
  - 4) Broad Form Property Damage including Loss of Use
  - 5) Personal & Advertising Injury
  - 6) Employees named as Additional Insured
  - 7) Severability of Interest
  - 8) Fire Legal Liability
2. The following limits of liability are the required minimum limits shall be maintained by the Lessee.
  - a. Bodily Injury and Property Damage
    - i. \$1,000,000 per Occurrence
    - ii. \$2,000,000 Annual Aggregate
  - b. Personal & Advertising Injury
    - i. \$1,000,000 per Occurrence
    - ii. \$2,000,000 Annual Aggregate

- c. Fire Legal Liability
  - i. \$500,000

21. Property Insurance. Lessee shall procure and maintain during the term of this lease a Broad Form All Risk Property policy covering all of the Lessee's leasehold improvements, fixtures, equipment and business personal property on a Replacement Cost basis for the perils of fire, lightning, Named Storm (Hurricane), windstorm, theft, vandalism, malicious mischief, flood and earthquake. The perils of flood and earthquake may be subject to a sub-limit. The sub-limit shall provide coverage for 25% of the replacement cost. Any deductibles which are greater than \$10,000 (except for percentage deductibles for the perils of Named Storm, Flood and Earthquake) must be declared and approved by the County.

The County of Maui shall be named as a Loss Payee under the property policy for permanent fixtures and other equipment which are not removable by Lessee upon termination of this lease.

22. Certificate of Insurance. Upon execution of the Lease and prior to Lessee moving into the premises, Lessee shall provide to the Lessor a Certificate of Insurance demonstrating the required insurance coverage and limits is in full force and effect. Lessee shall give immediate notice to the Lessor if the required coverage is cancelled or non-renewed by the insurance carrier.

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 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, with prior written approval of the Director, assign the Lease for the remainder of the Lease term.

25. Sublease. Lessee may, with written approval of the Director, sublease the demised premises.

26. No Alcohol. At no time shall Lessee sell or give away or permit the selling or giving away of any alcoholic beverages, or allow any alcoholic beverages to be consumed within or about the Premises.

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 or contract; and in the event of such termination, all buildings and improvements there on 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).

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.

To Owner: COUNTY OF MAUI  
Kalana O Maui Building  
200 South High Street  
Wailuku, Maui, Hawaii 96793  
Attn: Director, Office of Economic Development

To Lessee: Council for Native Hawaiian Advancement  
91-1270 Kinoiki Street  
Kapolei, Hawaii 96707  
Attn: Kuhio Lewis, President and CEO

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"**



**EXHIBIT "D"**

**SPECIAL CONDITIONS**

1. For the purposes of this Grant, section 4 No Residential Use of the Terms and Conditions is deleted in its entirety.

2. For the purposes of this Grant, Section 5 Indemnification of the Terms and Conditions is deleted in its entirety and replaced with the following:

5. Indemnification. Lessee shall indemnify and save Lessor harmless against and from any and all suits, claims, damages, judgments, costs and expense, including reasonable attorney's fees, arising from the Lessee's use of the Premises or arise 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 (in addition to Lessee) by reason of any such claim, Lessee agrees to pay the reasonable costs and expenses thereof, counsel fees and any judgments or settlement of claim secured against Lessee by reason of such action or proceeding unless Lessor is found to be grossly negligent or guilty of willful misconduct. To the extent allowed under applicable law and approval of the Maui County Council, Lessor shall indemnify and save Lessee harmless against and from any and all liabilities, suits, claims, damages, judgments, losses, costs and expense, including reasonable attorney's fees and costs, arising as a result of the negligent acts or omissions of Lessor or its employees, agents or contractors in on or about the Premises, or Lessor's failure to perform its Lease obligations. The obligations under this section shall survive the expiration or earlier termination of the Lease without limitation.

3. For the purposes of this Grant, section 7 Assumption of Risk and Liability of the Terms and Conditions is deleted in its entirety and replaced with the following:

7. 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 the Lessor regarding the aforementioned risks. 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.

4. For the purposes of this Grant, the first sentence of Section 22 Condemnation of the Terms and conditions is amended as follows:

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 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.

5. For the purposes of this Grant, section 23 Sublease of the Terms and Conditions is deleted in its entirety and replaced with the following:

23. Sublease. Lessee may sublease the temporary housing units. Subleasing of the Property or any portion thereof for any other purposes requires written approval of the Director.

6. For the purposes of this Grant, section 26 No Alcohol of the Terms and Conditions is deleted in its entirety.

7. For the purposes of this Grant, section 30 ADA Compliance of the Terms and Conditions is deleted in its entirety and replaced with the following:

30. Legal 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). Lessee shall be responsible for complying with all applicable federal, state and county housing laws and regulations while constructing and managing the Project. All costs relating to any required improvements or modifications to the Premises, and any existing

improvements thereon, shall be borne by Lessee unless agreed upon in writing by the Lessor.

8. For the purposes of this Grant, the following sections are added to the Terms and Conditions:

37. Responsibility for Damage Claims. Lessee shall ensure that any contractor or contractors Lessee hires (the "Contractor") to perform any work on or within the Leased Premises or the Property, including repairs, remediation or maintenance the "Work") shall indemnify Lessor against all loss of or damage to the Property arising out of any act or omission of the Contractor. Lessee shall require the Contractor to defend, hold harmless and indemnify the Lessor, its employees, officers and agents against all losses, claims, suits, liability and expense, including but not limited to attorneys' fees, arising out of injury to or death of persons (including employees or invitees of the Lessor, the Contractor or any subcontractor) or damage to property resulting from or in connection with performance of the Work. The Lessor may participate in the defense of any claim or suit without relieving the Contractor of any obligation hereunder. The purchase of liability insurance shall not relieve the Contractor of the obligations described herein. The Contractor agrees that it will not attempt to hold the Lessor and its officers, representatives, employees or agents, liable or responsible for any losses or damages to third parties from the action of the elements, the nature of the work to be done under these specifications or from any unforeseen obstructions, acts of God, vandalism, fires or encumbrances which may be encountered in the prosecution of the Work. The Contractor shall pay all just claims for materials, supplies, tools, labor and other just claims against the Contractor or any subcontractor in connection with the Work. The Contractor shall defend, indemnify and hold harmless Lessor and its officers, representatives, employees or agents from all suits, actions or claims of any character brought on account of any claims or amounts arising or recovered under the Worker's Compensation Laws or any other law, by-law, ordinance, order or decree. Lessee shall provide to Lessor sufficient documentation, including certificates of insurance, evidencing compliance with this paragraph prior to commencement of any work.

38. Contractor Insurance. For all Contractor performed Work, Lessee shall ensure that Contractor shall, at Contractor's own cost and expense, at all times during the term hereof, effect and maintain with an

insurance company or companies qualified to do business in the State of Hawaii and approved by Lessor a policy or policies of Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance, with such reasonable minimum limits as shall be prescribed by Lessor from time to time, but initially with minimum limits of not less than \$1,000,000 combined single limit per occurrence for bodily injury or death and property damage, and \$2,000,000 in the aggregate. The amounts of insurance specified are minimum amounts only and will in no way limit the liability or obligations of Grantee under this Agreement, nor constitute any representation by Lessor that the amount of such insurance is adequate for Lessee's or Contractor's purposes or protection. Such policy or policies shall cover occurrences arising out of the use, entries upon, occupancy, misuse and the condition of the Leased Premises (including all improvements comprising the Leased Premises), and adjoining areas or ways, name Lessor as additional insured, a copy be deposited with Lessor, require the insurer to give Lessor at least thirty (30) days written notice of its intention to cancel, terminate or amend the policy or policies in any material respect, and contain a waiver by the insurer of any right of subrogation to any right of Lessor or Contractor against them or any person acting under them. Contractor shall also maintain worker's compensation insurance as required by law.

**END OF EXHIBIT "D"**

**EXHIBIT "E"**  
**GRANT REPORTING FORMS**



**Annual Real Property Grant Report**  
**Report Period: Fiscal Year July 1, 2023 – June 30, 2024**

**ORGANIZATION:** \_\_\_\_\_

**Tax Map Key Number (s):** \_\_\_\_\_

**Instructions**

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

**Program Data/Status Summary**

List each program goal/benchmark for the leased/licensed site and how it contributes towards the OED Department's mission which is: To promote and nurture sustainable economic development with in Maui County consistent with the communities needs and priorities.

**Program Date/Status Summary**

- a) What objectives/action steps were completed this fiscal year for each goal?
- b) What measurable outcomes were achieved this fiscal year?
- c) Were your organization's programs/activities open to the public? If so, how were they promoted to residents and visitors?
- d) Give actual number of people attended at activities, programs and events on property for each quarter of the fiscal year.
- e) What objectives/actions steps will be accomplished during the next fiscal year?

**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

Mayor's Office of Economic Development  
 200 South High Street Wailuku, Hawaii 96793