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COUNTY COUNCIL
COUNTY OF MAUI
200 S. HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.MauiCounty.us

February 1, 2022

Ms. Karla Peters, Director
Department of Parks and Recreation
County of Maui
Wailuku, Hawaii 96793

Dear Ms. Peters:

SUBJECT: PUBLIC WORKS COMMISSION NAMING AND RENAMING
(IT-73)

May I please request your response to the following:

1. The current sign fronting the Kula Community Center reads: “Randall and Dora von Tempsky, Memorial Park, This park, totaling 7.043 acres, has been made available to the County of Maui by Mr. & Mrs. Robert G. “Boy” von Tempsky, and Alexa von Tempsky Zabriskie, in memory of their parents, Randall and Dora von Tempsky.”
 - Please outline the process used to approve the current sign.
 - Please include details on when the sign was approved, who installed the sign, when it was installed, and who determined how the sign would read.
2. Did the current sign require approval from the Public Works Commission in accordance with Section 2.98.040, Maui County Code, and if no, why not?
3. Does the sublease agreement between the Kula Community Club and the County of Maui allow for the County to rename this facility, and if not, how is that authority recognized?

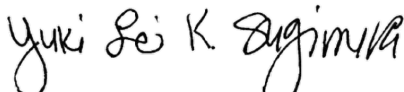
Ms. Karla Peters
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4. What is the plan for Kula Community Center after the current sublease agreement expires on November 30, 2050? Will the County of Maui be the sole owner?

May I please request your written response by **February 18, 2022**. To ensure efficient processing, please transmit your response to it.committee@mauicounty.us and include the relevant Committee item number in the subject line of your response.

If you have any questions, please contact me or the Committee staff (Laksmi Abraham at ext. 7659, or Clarita Balala at ext. 7668).

Sincerely,



YUKI LEI K. SUGIMURA, Chair
Infrastructure and Transportation Committee

it:ltr:073apr02:lma

cc: Mayor Michael P. Victorino

Attachment

~~LEASE~~

LIBER 2920 PART 215

THIS INDENTURE made this 29th day of December, 1954, by and between the KULA COMMUNITY CLUB, an almshouse corporation, duly organized and existing under the laws of the Territory of Hawaii, party of the first part, hereinafter referred to as "SUBLESSOR", and the COUNTY OF MAUI, a body corporate and politic under the laws of the Territory of Hawaii, party of the second part, hereinafter referred to as the "SUBLESSEE";

WHEREAS, by an indenture of lease, dated the 5th day of August, 1952, made between ROBERT C. VON TEMPELY and ALMA VON TEMPELY ZARRINKIE, of Eula, County of Maui, Territory of Hawaii, and the Sublessor, same being recorded in the Bureau of Conveyances at Honolulu, T. H., in Liber 2610, at Pages 431 to 436, the parcel of land therein particularly described was devised to the sublessor for the term of NINETY-NINE (99) YEARS from and after the 1st day of January, 1951, subject to the covenants made by the sublessor and the conditions therein contained; and

WHEREAS, by an indenture of sublease dated the 29th day of August, 1952, made between the sublessor and the sublessee, same being recorded in the Bureau of Conveyances at Honolulu, T. H., in Liber 2631, at Pages 157 to 161, the parcel of land therein particularly described was devised to the sublessee for the term of FIFTEEN (15) YEARS, subject to the covenants made by the sublessor and the conditions therein contained, which indenture was mutually agreed and terminated; and

WHEREAS, the sublessor desires to let the said property to the sublessee for the term and at the rental, and subject

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to the covenants, agreements and conditions hereinafter set forth; now, therefore,

W I T N E S S E T H:

That the sublessor, for and in consideration of the rental herein reserved and agreed to be paid by the sublessee, and of the covenants, agreements and conditions herein contained and on the part of the sublessee to be observed, kept and performed, does hereby demise and lease unto the sublessee, its successors and assigns, all the premises described and expressed to be demised by the hereinbefore recited indenture of lease.

TO HAVE AND TO HOLD the said premises unto the sublessee, its successors and assigns, for and during the term of NINETY-SIX (96) YEARS from and after the 1st day of December, 1954, that is to say, from the 1st day of December, 1954, up to and including the 30th day of November, 2050, unless such term shall be sooner determined or terminated as provided herein, the sublessee yielding and paying therefor unto the sublessor, an annual rental of ONE DOLLAR (\$1.00), payable in advance on the 1st day of December of each and every year during the term of this demise or any extended term thereof, the first of such annual rental being due and payable upon the execution of this instrument.

The sublessee does hereby covenant and agree with the sublessor as follows:

- (1) That it will pay all taxes, water rates and other charges or claims which may be imposed upon or with respect to the demised parcel of land during the term of this sublease.

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(2) That it will pay to the sublessor the sum of SEVEN THOUSAND THREE HUNDRED FIFTY AND 00/100 DOLLARS (\$7,350.00), same being the reasonable value of the improvements heretofore made in and to the said premises by the said sublessor, payment of which is due and payable upon the execution of this instrument.

(3) That it will improve, maintain and use the said demised premises for and as a public park and pleasure ground and for the purposes of amusement and recreation, and the said sublessee will not suffer or permit the same to be used for any other purposes.

(4) That it shall, through its Board of Supervisors, or any other authorized agency or department, allow and permit the use of the said premises to any person or group of persons desiring to use and using the same for any of the purposes consistent with the provisions hereof, provided that the residents of the District of Kula shall be granted the right to use and occupy the same in preference to any other person or group of persons seeking to use the said premises or facilities thereof at the same time.

(5) That all of the covenants and conditions set forth in the said indenture of lease, dated the 5th day of August, 1952, made between ROBERT G. VON TEMPEKY and ALEXIA VON TEMPEKY ZABRISKIE and the sublessor, to be observed, kept and performed by the sublessor, shall be likewise observed, kept and performed in every respect during the term hereof by the sublessee.

IT IS FURTHER STIPULATED AND AGREED by the parties hereto that this indenture and demise may be dissolved and terminated at any time upon the joint and mutual approval and

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consent of the parties hereto, provided, that the approval and consent of the sublessor shall be deemed to be had only when the proposed termination has been approved and consented to by the membership at large of the sublessor by a majority vote of the quorum present, after a notice of such proposed termination has been published and advertised in some newspaper at least THIRTY (30) DAYS prior to the date set for action on the proposed termination.

And the sublessor hereby covenants with the sublessee, its successors and assigns, that it, the said sublessee, upon performing and observing all of the covenants, agreements and conditions herein contained to be performed and observed by it, may quietly hold and enjoy the said premises during the said term or any extension thereof, without any interruption by the sublessor or any person claiming through it, it being understood and agreed that the sublessee, through its Board of Parks, Playgrounds and Recreation, shall have the right to promulgate such rules and regulations in accordance with law, for the maintenance and use of the said premises.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the day and year first above written.

KULA COMMUNITY CLUB
Sublessor

By Edwin F. Cravath
Its President

COUNTY OF HAWAII
Sublessee

By Eddie Sam
Chairman and Executive Officer
of its Board of Supervisors



TERRITORY OF HAWAII,)
COUNTY OF MAUI.) SS.

On this 30th day of December, A. D. 1954, before me appeared Elmer F. Cravalho, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of the KULA COMMUNITY CLUB, an eleemosynary corporation, the corporation described in the foregoing instrument; that said corporation has no corporate seal; and that the said instrument was signed by him in behalf of said corporation by authority of its Board of Directors, and the said Elmer F. Cravalho acknowledged said instrument to be the free act and deed of said corporation.

Kimoko S. [Signature]
Notary Public, Second Judicial Circuit,
Territory of Hawaii.

My commission expires June 30, 1957

RECORDED
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TERRITORY OF HAWAII,)
COUNTY OF MAUI.) SS.

On this 30th day of December, A. D. 1954, before me appeared EDDIE TAM, to me personally known, who, being by me duly sworn, did say that he is the CHAIRMAN AND EXECUTIVE OFFICER of the Board of Supervisors of the County of Maui, a political subdivision of the Territory of Hawaii; 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 by authority of its Board of Supervisors, and the said EDDIE TAM acknowledged the said instrument to be the free act and deed of said County of Maui.

Kimoko S. [Signature]
Notary Public, Second Judicial Circuit,
Territory of Hawaii.

My commission expires June 30, 1957

CONSENT

REF 2920 MAY 220

We, ROBERT G. VON TEMPSKY and ALEXA VON TEMPSKY ZABRISKIE, of Kula, County of Maui, Territory of Hawaii, being the Lessors mentioned in that certain indenture of lease made by and between the undersigned and the KULA COMMUNITY CLUB, an eleemosynary corporation, dated the 5th day of August, 1952, and recorded in the Bureau of Conveyances at Honolulu, T. H., in Liber 2610 at pages 431 to 436, do hereby consent to and approve of the foregoing sublease by and between the said KULA COMMUNITY CLUB and the COUNTY OF MAUI.

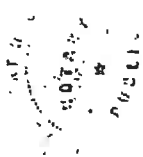
Dated at Honolulu, Maui, T. H., this 29th day of December, A. D. 1954.

Robert G. von Tempsey

Alexa von Tempsey Zabriskie

TERRITORY OF HAWAII,)
COUNTY OF MAUI.) SS.

On this 21st day of January, A. D. 1955, before me personally appeared ROBERT G. VON TEMPSKY and ALEXA VON TEMPSKY ZABRISKIE, to me known to be the persons described in and who executed the foregoing instrument and acknowledged that they executed the same as their free act and deed.



Robert H. Clancy
Notary Public, Second Judicial Circuit,
Territory of Hawaii.
My commission expires June 30 1957

Entered of Record JAN 28 1955 at 3 11 o'clock P.M.
and compared. Mark N. Hucklestein Registrar of Conveyances.
By [Signature] Clerk