

- Move to amend page 3 of the proposed lease attached as Exhibit "1" to the revised proposed resolution by (1) inserting a new sentence on the third line of the page, at the end of the first sentence, to read: "The Kokua Pool shall not be included in either Phase 1a or Phase 1b."; and (2) in the second full paragraph, third line, after "KCC," inserting the phrase "including Kokua Pool,".

RECEIVED AT PRL MEETING ON 5/15/18  
from Chair Gorman

Hale Makua upon execution of this Lease while control and management of Phase 1b shall be transferred to Hale Makua at a time mutually agreed upon by the Director of Parks and Recreation ("Director") and Hale Makua. The remaining portions of KCC shall remain under the control and management of the County.

The Kokua Pool shall not be included in either Phase 1a or Phase 1b.

The transfer of Phase 1b and all subsequent phases shall be memorialized by the Parties, in writing. Said transfer documents shall be recorded with the State of Hawaii's Bureau of Conveyances.

including Kokua Pools,  
When the Parties agree that County has adequate or replacement facilities and Hale Makua is prepared to take control and management of other areas of KCC, the Parties shall submit to the Maui County Council, for its approval by resolution, agreements to transfer control and management of other areas of KCC to Hale Makua in additional Phases. No transfer shall take place without Council approval.

Hale Makua shall not be responsible or liable for any areas that are not under its control and management, with the understanding that Hale Makua shall bear full liability and responsibility for those areas under its control and management.

It is the understanding of the parties that Hale Makua may not take control of the drainage areas.

D. Use of Premises. Hale Makua shall utilize all areas of KCC under its control and management to further its purpose as a Hawaii nonprofit corporation. Residential use shall be permitted to the extent it furthers Hale Makua's goals and purpose as a Hawaii nonprofit corporation.

E. Maintenance. The areas of KCC under the control and management of Hale Makua shall be maintained at all times in clean and usable condition for the term of this Agreement. If the Director determines, in the Director's sole but reasonable discretion, that the areas are not being properly maintained, the Director may transmit a written notice to Hale Makua outlining the request for maintenance. Failure to initiate a cure within thirty (30) days and fully remedy said maintenance issue(s) within ninety (90) days of receipt of written notice, to the reasonable satisfaction of the Director, shall be deemed a breach of this Agreement; provided, however, in the case of maintenance issue(s) that cannot be fully remedied within ninety (90) days of receipt of written notice or where a cure cannot be initiated within thirty (30) days of receipt of written notice, Hale Makua shall commence promptly to cure the maintenance issue(s) and thereafter diligently undertake the curing of said maintenance issue(s) until said maintenance issue(s) are remedied to the reasonable satisfaction of the Director, the time within which the maintenance issue(s) may be cured may be extended for such period, as deemed necessary by the Director to complete the curing