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Director of Council Services
David M. Raatz, Jr., Esq.

Deputy Director of Council Services
Richelle K. Kawasaki, Esq.

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

July 10, 2024

Ms. Marcy Martin, Acting Director
Department of Finance
County of Maui
Wailuku, Hawaii 96793

Dear Ms. Martin:

**SUBJECT: RESOLUTION 24-115, AUTHORIZING AN
AMENDMENT TO RESOLUTION 24-46, FD1, TO ADD
LOTS TO THE GRANT OF LEASE OF COUNTY REAL
PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN
ADVANCEMENT (HLU-31)**

The Housing and Land Use Committee is in receipt of Resolution 24-115, attached, entitled "AUTHORIZING AN AMENDMENT TO RESOLUTION 24-46, FD1, TO ADD LOTS TO THE GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT." The Resolution's purpose is to: 1) Grant Lease of County Real Property to the Council for Native Hawaiian Advancement to add an additional nine County-owned lots to their existing lease agreement for County-owned lots at the Fairways at Maui Lani, and 2) extend the lease agreement to May 31, 2027, with two one-year options to extend. A copy of Resolution 24-46, FD1, is also attached for your convenience.

The Committee is aware of Resolution 22-84, also attached, entitled "AUTHORIZING THE DISPOSITION OF REAL PROPERTY TO HOUSING AND LAND ENTERPRISE OF MAUI, DBA NA HALE O MAUI AND FOR WAIVER OF OUTSTANDING REAL PROPERTY TAXES," which disposed of 55 residential lots in the Fairways at Maui Lani to Na Hale O Maui. The nine lots listed in Resolution 24-115, lots 27-33, 52, and 53, are included in the list of lots disposed to Na Hale O Maui.

Ms. Marcy Martin
July 10, 2024
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May I please request your response to the following:

1. Who owns lots 27-33, 52, and 53 - the County or Na Hale O Maui?
2. If Na Hale O Maui owns lots 27-33, 52, and 53:
 - a. Please advise when the County's Real Property Tax Assessment website will be updated to reflect the correct ownership.
 - b. Please confirm whether Na Hale O Maui is requesting the extension of the lease agreement to May 31, 2027, with two one-year options to extend.

May I further request your response by **July 26, 2024**. To ensure efficient processing, please include "HLU-31" in the subject line.

Should you have any questions, please contact me or the Committee staff (Paige Greco at ext. 7660, Carla Nakata at ext. 5519, or Jennifer Yamashita at ext. 7143).

Sincerely,



TASHA KAMA, Chair
Housing and Land Use Committee

hlu:ltr:031afn01:pmg

Attachments

cc: Mayor Richard T. Bissen, Jr.
Deputy Director of Finance

Resolution

No. 24-115

AUTHORIZING AN AMENDMENT TO RESOLUTION 24-46, FD1
TO ADD LOTS TO THE 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, on February 28, 2024, the Maui County Council adopted Resolution 24-46, FD1, entitled "AUTHORIZING A GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT" in response to meeting the urgent housing needs caused by the August 2023 Maui wildfires; and

WHEREAS, Resolution 24-46, FD1 authorized the lease of 17 county-owned lots located in the Fairways at Maui Lani in Kahului rent free through January 31, 2027, with two one-year options to extend, unless sooner terminated as provided, to Council for Native Hawaiian Advancement (CNHA), a domestic nonprofit corporation, in order to build 34 temporary housing units ("Project"); and

WHEREAS, on March 18, 2024, the County and CNHA executed the Grant of Lease of County Real Property ("Lease"); and

WHEREAS, on April 30, 2024, the first family received keys to the first home at the Project, newly named Ke Ao Maluhia, with the anticipated completion of the 34 temporary housing units scheduled for June 2024; and

WHEREAS, in order to meet the continued urgent housing needs caused by the August 2023 Maui wildfires, CNHA proposes to expand the Project by building an additional 16 temporary housing units on an additional 7 county-owned residential lots (Lots 27-33) and the use of 2 county-owned driveway lots (Lots 52 and 53), for a total of 9 additional county-owned lots, in the Fairways at Maui Lani in Kahului, Maui Hawaii; and

Resolution No. 24-115

WHEREAS, CNHA desires to obtain an amendment to the Lease to add the 9 county-owned lots, and to extend the lease termination date from January 31, 2027 to May 31, 2027; and

WHEREAS, the real property CNHA desires to add to the Lease are those certain lots more particularly identified as follows:

LOT #	Tax Map Key	Acres	Area (SF)
27	(2) 3-8-096-027-0000	0.294	12,807.00
28	(2) 3-8-096-028-0000	0.264	11,477.00
29	(2) 3-8-096-029-0000	0.19	8,260.00
30	(2) 3-8-096-030-0000	0.181	7,884.00
31	(2) 3-8-096-031-0000	0.159	6,914.00
32	(2) 3-8-096-032-0000	0.219	9,525.00
33	(2) 3-8-096-033-0000	0.275	11,994.00
52	(2) 3-8-096-052-0000	0.093	4,041.00
53	(2) 3-8-096-053-0000	0.073	3,193.00
Totals		1.748	76,095.00

for a total additional area measuring approximately 1.748 acres (collectively, the "Additional Lots"), and more particularly described and depicted in the Amendment to Grant of Lease of County Real Property, attached hereto as 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. 24-115

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

1. That CNHA be granted the right to lease the Additional Lots in accordance with the terms and conditions of the proposed Amendment to Grant of Lease of County Real Property, to expire May 31, 2027, with two one-year options to extend, unless sooner terminated as provided in the Lease; and
2. That the Mayor and the Director of Finance or their authorized representatives are authorized to execute the proposed Amendment to Grant of Lease of County Real Property; and
3. That certified copies of this Resolution be transmitted to the Mayor, Managing Director, Director of Finance, President and Chief Executive Officer of CNHA, and President and Chief Executive Officer of Hawaii Community Foundation.

APPROVED AS TO FORM
AND LEGALITY:


KRISTINA C. TOSHIKYO
Deputy Corporation Counsel
County of Maui

LF2024-0252
2024-05-30 Resolution CNHA Auth Amendment to Grant of Lease

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Charles E. Lee", is written over a horizontal line.

Upon the request of the Mayor.

EXHIBIT "1"

AMENDMENT TO GRANT OF LEASE OF COUNTY REAL PROPERTY

THIS AMENDMENT to GRANT OF LEASE OF COUNTY REAL PROPERTY ("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, on February 28, 2024, the Maui County Council adopted Resolution 24-46 FD1, entitled "AUTHORIZING A GRANT OF LEASE OF COUNTY REAL PROPERTY TO COUNCIL FOR NATIVE HAWAIIAN ADVANCEMENT"; and

WHEREAS, Resolution 24-46 FD1, authorized the lease of 17 County-owned lots located in the Fairways at Maui Lani in Kahului, rent free through January 31, 2027, with two one-year options to extend unless sooner terminated as provided, to CNHA in order to build 34 temporary housing units("Project"); and

WHEREAS, on March 18, 2024, the parties executed the Lease; and

WHEREAS, on April 30, 2024, the first family received their keys to the first temporary housing unit in the Project, with the remaining housing units scheduled for completion in June 2024; and

WHEREAS, in order to meet the continued urgent housing needs caused by the August 2023 Maui wildfires, CNHA seeks to expand the Project to build an additional 16 temporary housing units on an additional 7 County-owned residential lots (Lots 27-33) and the use of 2 County-owned driveway lots (Lots 52 and 53), in the Fairways at Maui Lani in Kahului, Maui Hawaii; and

WHEREAS, the parties desire to amend the Lease to add the additional 9 County-owned lots and extend the term of the Lease to May 31, 2027; and

NOW, THEREFORE, the parties agree to amend the Lease as follows:

1. Section A. Leased Area is replaced in its entirety by the following:

A. Leased Area. The leased area comprises of 24 vacant residential lots (collectively, the "Property" or "Premises") and 2 driveway lots, for a total of 26 lots, located in the Fairways at Maui Lani, Kahului, Hawaii as shown in Exhibit "A-1", attached hereto and by reference incorporated herein. The respective lot number, 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)	Fair Market Rental Value	Est. Annual rent
27	(2) 3-8-096-027-0000	0.294	12,807.00	\$514,400	\$24,279.68
28	(2) 3-8-096-028-0000	0.264	11,477.00	\$502,000	\$23,694.40
29	(2) 3-8-096-029-0000	0.19	8,260.00	\$472,100	\$22,283.12
30	(2) 3-8-096-030-0000	0.181	7,884.00	\$468,600	\$22,117.92
31	(2) 3-8-096-031-0000	0.159	6,914.00	\$459,600	\$21,693.12
32	(2) 3-8-096-032-0000	0.219	9,525.00	\$483,800	\$22,835.36
33	(2) 3-8-096-033-0000	0.275	11,994.00	\$506,800	\$23,920.96
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
52	(2) 3-8-096-052-0000	0.093	4,041.00	N/A	N/A - driveway
53	(2) 3-8-096-053-0000	0.073	3,193.00	N/A	N/A - driveway
Totals		4.717	205,427	\$9,719,600	\$458,760

An individual parcel shall be identified by its respective lot number.

2. The use of property as set forth the Lessee's application dated May 2, 2024, is hereby added to Section B. Use of Property. A copy of said document is attached hereto as Exhibit "B-1" and is incorporated herein. Any general, miscellaneous, or other terms, conditions or provisions that are found in any of the Grantee's proposals for this Lease shall be unenforceable against the County, unless the subject of such terms, conditions, or provisions is addressed in the County's General conditions, and such terms, conditions, or provisions are consistent with the County's General Conditions.

3. Section C. Term is replaced in its entirety by the following:

C. Term. This Lease shall commence upon execution and expires on May 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 the Lease at any time during the Option Period with 30 days written notice to the Director.

4. All other consistent terms, conditions, provisions, and covenants of the Lease not herein modified by this Amendment shall remain unchanged and shall continue to be in full force and effect.

5. This Amendment may be executed in two or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same instrument. The parties agree that they may utilize and shall be bound by their electronic signatures, pursuant to Chapter 489E, Hawaii Revised Statutes.

IN WITNESS WHEREOF, the Parties execute this Amendment to Lease by their signatures on the dates below, to be effective as of the date of the last signature hereto.

[EXECUTION PAGES TO FOLLOW]

LESSOR:

COUNTY OF MAUI

By

RICHARD T. BISSEN, JR.
Its Mayor

By

MARIA ZIELINSKI
Acting 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
2024-05-11 Amendment CNHA Lease of Fairways lots

LESSEE:

COUNCIL FOR NATIVE HAWAIIAN
ADVANCEMENT

By _____
(Signature)

(Print Name)

Its _____
(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 MARIA ZIELINSKI, 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 MARIA ZIELINSKI 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 _____)
)
) 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: _____

NOTARY PUBLIC CERTIFICATION

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: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	

EXHIBIT "A-1"

FAIRWAYS LOTS 27-33 and 52-53
(depicted in red highlighted sections)



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

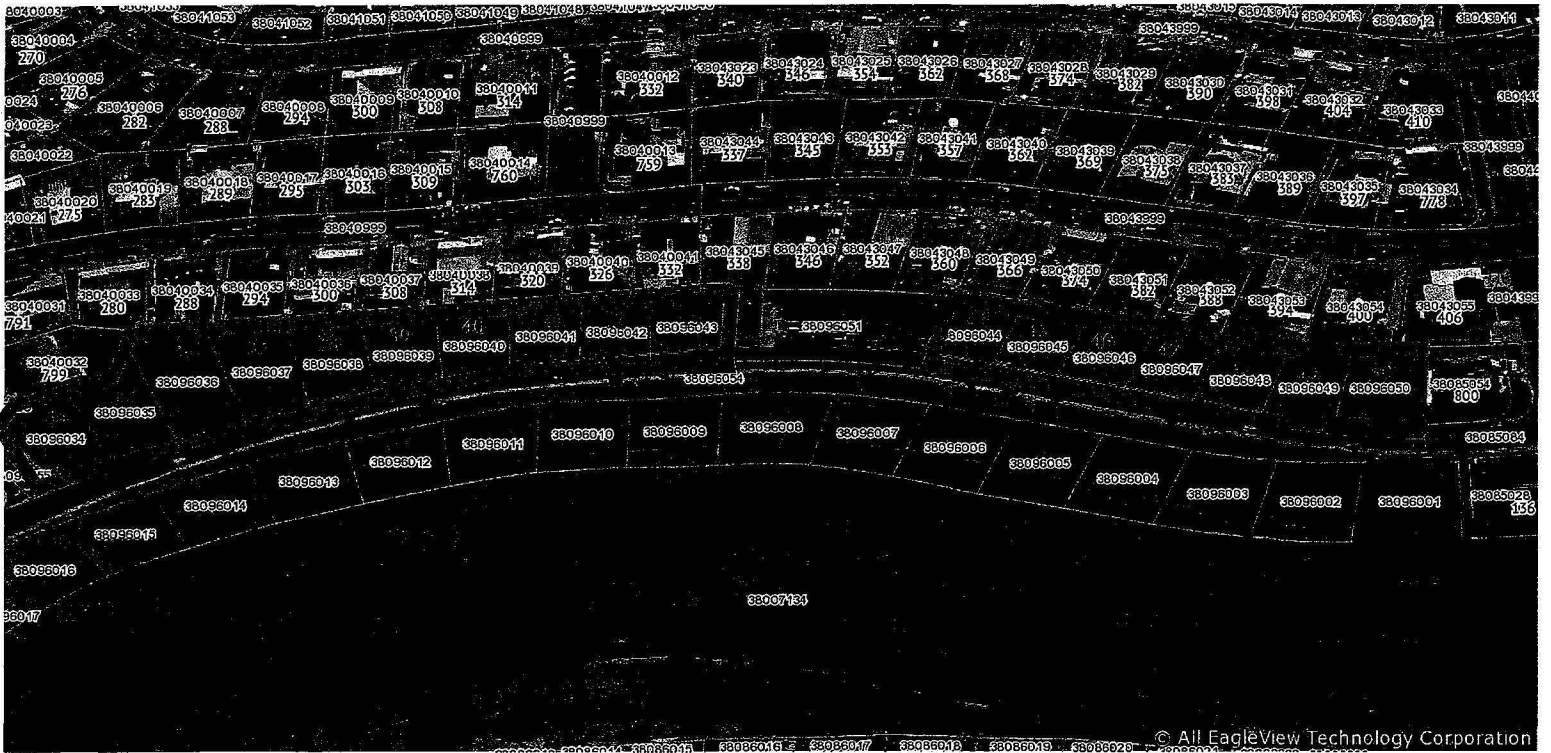


EXHIBIT "B-1"
GRANT APPLICATION

Title

Council for Native Hawaiian Advancement

05/02/2024

id. 46411743

by Nick Carroll in FY24, Round 4 - OED Grant Application

nick@hawaiiancouncil.org

Original Submission

05/02/2024

Score

◆◆ A. Application / Fiscal Agent Information

ORGANIZATION NAME - Project Title	Council for Native Hawaiian Advancement
Requested Amount	n/a
Business Type	Federally Recognized Non-Profit
Mailing Address	91-1270 Kinoaiki 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	n/a
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 +18086812191
or Fiscal Agent
Contact's Phone
Number

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 Phase two of the Maui Lani Ke Ao Malaria at Maui Lani, an interim housing project for wildfire-impacted residents. This project will consist of (16) units, in addition to the (34) units as part of phase one.

One sentence that describes your project. (May be used in OED promotion such as press release)

Date(s): List specific date(s) for project. May 1, 2024

Location of Project Kahului

Priority Focus Area: Economic Development
Select two areas

Are the funds you're applying for through the grant already anticipated or approved as proviso line items in the County of Maui's budget? NO

◆◆ 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 programming 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 (9) 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. (7) of those parcels will be to place housing units and (2) driveways. TMKs (2) 3-8-096-027 through 033, and (2) 3-8-096-052 through 053.

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: Late-April 2024
- Modular Delivery: Beginning June 2024
- Engineering Completion: Early-May 2024
- Maui Lani Association Review Completion: Mid May 2024 (est.)
- Pre-Development Work: May 2024
- Final Construction of Modulares: August 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.	<p>The proposed project will be located in the Maui Lani subdivision, utilizing 9 parcels owned by the County of Maui (TMKs (2) 3-8-096-027 through 033, and (2) 3-8-096-052 through 053). These parcels already have access to essential services such as water, sewer, electricity, drainline, and conduit.</p> <p>Each parcel will accommodate two-bedroom modular homes, providing a total of 16 units. Each unit will have off-street parking for two vehicles. It is important to note that the County of Maui's Eighth 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.</p>
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 16 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 (16) 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 and begin construction
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.	<p>Step 1: Request for Right of Entry</p> <p>Step 2: Review Right of Entry</p> <p>Step 3: Finalize Right of Entry</p> <p>Step 4: Due Diligence and Construction</p>

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

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

Objective 2 Allow for the three-to-five year lease to house wildfire-impacted families
and secure the placement of modular units

For Goal 2, what are Step 1: Request for Lease
4 actionable steps
and timeline you plan Step 2: Complete Grant Application
to take? List out Step
1, Step 2, Step 3, Step 3: Request for County Council approval
and Step 4. Step 4: Final execution of lease

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

Goal 3 Construction

Objective 3 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 n/a
4 actionable steps
and timeline you plan
to take? List out Step
1, Step 2, Step 3,
and Step 4.

For Goal 3, what are The build of (16) modular homes will offer long term economic stability for
4 ways you plan to Maui families displaced by the wildfire.
measure
performance or
impact? List out at
least 4 performance
measures.

4. Economic Impact

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

Maui already suffers from a limited housing inventory, especially affordable options. This project will offer (16) additional affordable options for Maui families.

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 (16) additional affordable options for Maui families.

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

As of April 26, 2024, a total of 693 families, constituting 83% of those seeking housing assistance through helpingmaui.org, have indicated a desire to stay in West Maui. Among these families, 56% express a preference specifically for residing within West Maui.

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 units at helpingmaui.org are asking median rents of \$5,000, \$7,000, and \$9,000 per month for 1-, 2-, and 3-bedroom units in West 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- and 3-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: \$1,500 per month average.

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. This is the second phase of the project. Phase One opened its first unit in May 2024.

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 none
marketing plan for
your project including
the use of local
resources to promote
your business,
organization, project,
or event.

Timeline: When will it n/a
start, how often.

Where? List Media n/a
Companies Both
Digital and
Traditional

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 trash.

◆◆ 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_PHASE_II.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)

Fairways_at_Maui_Lani_Lots_27-33_Site_Plan_4-24-202452.pdf

Required Documents

CURRENT CERTIFICATE OF VENDOR COMPLIANCE To obtain this form, visit Hawaii Compliance Express (HCE) online at vendors.ehawaii.gov. Under Hawaii law, you must provide proof of compliance in order to receive a contract worth \$2,500 or more 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.

Upload Certificate of Vendor Compliance

05.01.2024_Certificate_of_Compliance.pdf

CURRENT DCCA ANNUAL FILING Go to: 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

Upload Current DCCA Filing

CNHA_Annual_Report_240130.pdf

IRS W-9 FORM Download form at: irs.gov/pub/irs-pdf/fw9.pdf

Upload IRS W-9 Form

CNHA_W9_2023_1.pdf

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).

Upload Current Financial Statement

CNHA_Financials.pdf

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.

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.

☐ ☐ You are about to
submit your
application. ☐ ☐

****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?**

Resolution

No. 24-46 FD1

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 build 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, through January 31, 2027, 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

Resolution No. 24-46, FD1

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 "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. 24-46, FD1

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 of County Real Property; and
3. That certified copies of this Resolution be transmitted to the Mayor, Managing Director, Director of Finance, President and Chief Executive Officer of CNHA, and President and Chief Executive Officer of Hawaii Community Foundation.

APPROVED AS TO FORM
AND LEGALITY:



KRISTINA C. TOSHIKIYO
Deputy Corporation Counsel
County of Maui

LF2024-0252 & LF2024-0060
2024-02-27 Resolution CNHA Auth Grant of Lease

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Mr. Lee", is written over a horizontal line.

Upon the request of the Mayor.

EXHIBIT "1"

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 number, 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)	Fair Market Rental Value	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

An individual parcel 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 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 the Lease 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 construction 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 housing 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 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, and shall also provide the following information, if applicable, 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
2024-02-27 CNHA Lease of Fairways lots

LESSEE:

COUNCIL FOR NATIVE HAWAIIAN
ADVANCEMENT

By _____
(Signature)

(Print Name)

Its _____
(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.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

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

_____ [Stamp or Seal]	
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.

[Stamp or Seal]

Notary Public, State of Hawaii

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION	
Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
[Stamp or Seal]	
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.

[Stamp or Seal]

Notary Public, State of _____

Print Name: _____

My commission expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date: _____	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	

_____ [Stamp or Seal]	
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.

[Stamp or Seal]

Notary Public, State of _____

Print Name: _____

My commission expires: _____

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

_____ [Stamp or Seal]	
Notary Signature: _____	
Date: _____	

EXHIBIT "A"

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



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

◆◆ 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 Kinoaiki 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 +18086812191
or Fiscal Agent
Contact's Phone
Number

EXT

◆◆ B. Project / Program Information

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

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

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
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Title of Authorized Representative	Chief Executive Officer
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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 programming 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.	<p>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.</p> <p>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.</p>
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.	<p>Step 1: Request for Right of Entry</p> <p>Step 2: Review Right of Entry</p> <p>Step 3: Finalize Right of Entry</p> <p>Step 4: Due Diligence</p>

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

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 n/a
4 ways you plan to
measure
performance or
impact? List out at
least 4 performance
measures.

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 n/a
4 ways you plan to
measure
performance or
impact? List out at
least 4 performance
measures.

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.	<p>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.</p> <p>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.</p>
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

CURRENT CERTIFICATE OF VENDOR COMPLIANCE To obtain this form, visit Hawaii Compliance Express (HCE) online at 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.

Upload Certificate of Vendor Compliance

[Compliance_Certificate_240130.pdf](#)

CURRENT DCCA ANNUAL FILING Go to: 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

Upload Current DCCA Filing

[CNHA_Annual_Report_240130.pdf](#)

IRS W-9 FORM Download form at: irs.gov/pub/irs-pdf/fw9.pdf

Upload IRS W-9 Form

[CNHA_W9_2023_1.pdf](#)

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).

Upload Current Financial Statement

[FYE_2023_SEP_Statement_of_Activities.pdf](#)

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.

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.

☐ ☐ You are about to
submit your
application. ☐ ☐

****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 agrees 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. 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 Statutes, 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 attorneys' 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 rent, 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.

8. "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.

9. Mortgage. Lessee may not mortgage or create a security interest in the demised premises or any portion thereof.

10. 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 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 attorneys' fees.

11. 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.

12. 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.

13. 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.

14. 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.

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

16. 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 for 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.

17. 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.

18. 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, including without limitation, 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.

19. 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.

20. 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:

A. 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 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

B. The following limits of liability are the required minimum limits that 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 are 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.

23. Condemnation. If at any time during the term of this Lease any portion of the 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.

24. 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.

25. Assignment. Lessee may, with prior written approval of the Director, assign the Lease for the remainder of the Lease term.

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

27. 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.

28. 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.

29. Termination. If Lessee becomes bankrupt, dissolves, becomes inactive, or abandons the Premises for a period of four (4) consecutive months, or if this Lease and the 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 if Lessee 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 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 thereon shall remain and become the property of Lessor, subject to any valid mortgages against the property.

30. 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.

31. 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).

32. 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.

33. 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.

34. 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.

35. 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.

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

37. 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 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 Kinoaiki Street
Kapolei, Hawaii 96707
Attn: Kuhio Lewis, President and CEO

38. 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.

THE REST OF THIS PAGE IS INTENTIONALLY LEFT BLANK

END OF EXHIBIT "C"

EXHIBIT "D"

SPECIAL CONDITIONS

1. For the purposes of this Lease, section 1 Payment of Rent of the Terms of and Conditions is deleted in its entirety.

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

3. For the purposes of this Lease, 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 attorneys' 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 (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.

4. For the purposes of this Lease, 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.

5. For the purposes of this Lease, the first sentence of Section 23 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.

6. For the purposes of this Lease, section 26 Sublease of the Terms and Conditions is deleted in its entirety and replaced with the following:

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

7. For the purposes of this Lease, section 27 No Alcohol of the Terms and Conditions is deleted in its entirety.

8. For the purposes of this Lease, section 31 ADA Compliance of the Terms and Conditions is deleted in its entirety and replaced with the following:

31. 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.

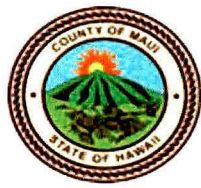
9. For the purposes of this Lease, the following sections are added to the Terms and Conditions:

39. Responsibility for Damage Claims. Lessee shall ensure that any contractor or contractors Lessee hires (the "Contractor") to perform any work on or within the Premises, including repairs, remediation or maintenance the "Work") shall indemnify Lessor against all loss of or damage to the Premises 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.

40. 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 condition of the Premises (including all improvements comprising the 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 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 FORM



COUNTY OF MAUI
OFFICE OF
ECONOMIC
DEVELOPMENT

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

COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

CERTIFICATION OF ADOPTION

It is HEREBY CERTIFIED that RESOLUTION NO. 24-46, FD1 was adopted by the Council of the County of Maui, State of Hawaii, on the 28th day of February, 2024, by the following vote:

MEMBERS	Alice L LEE Chair	Yuki Lei K. SUGIMURA Vice-Chair	Tom COOK	Gabriel L. JOHNSON	Natalie A. KAMA	Tamara A. M. PALTIN	Keani N. W. RAWLINS- FERNANDEZ	Shane M. SINENCI	Nohelani U'U- HODGINS
ROLL CALL	Aye	Aye	Aye	Aye	Excused	Aye	Aye	Aye	Aye


COUNTY CLERK

Resolution

No. 22-84

AUTHORIZING THE DISPOSITION OF REAL PROPERTY TO HOUSING AND LAND ENTERPRISE OF MAUI, DBA NA HALE O MAUI AND FOR WAIVER OF OUTSTANDING REAL PROPERTY TAXES

WHEREAS, the County of Maui is the owner of 55 residential lots in the Fairways at Maui Lani, Kahului, Tax Map Key Nos. (2) 3-8-096:001 through 055, inclusive; and

WHEREAS, when the County acquired the 55 lots, there were unpaid real property taxes on lots 1 through 7, 24 through 33, and 52 through 53, inclusive, which, effective March 31, 2022, total \$53,174.22; and

WHEREAS, pursuant to subsection 3.48.220.B, Maui County Code ("MCC"), interest is accruing on the outstanding balance at the rate of 1 percent per month; and

WHEREAS, Housing and Land Enterprise of Maui, dba Na Hale O Maui, a Community Land Trust ("NHOM"), is a Hawaii nonprofit corporation with a mission to secure and preserve a permanent supply of affordable housing alternatives for low and moderate income households in Maui County; and

WHEREAS, in recognition of the affordable housing crisis, the County of Maui desires to grant 19 lots in the Fairways at Maui Lani, identified as Tax Map Key Nos. (2) 3-8-096:001 thru 007, TMK (2) 3-8-096:024 through 033, and TMK (2) 3-8-096:052 through 053, inclusive, as shown on Attachment "1" and listed in Attachment "2" (the "Lots"), both attached hereto, to NHOM for affordable workforce housing in perpetuity; and

WHEREAS, the County and NHOM have negotiated the Declaration of Covenants, Conditions, and Restrictions, Attachment "3", in order to memorialize the allowable uses of the Lots, as well as provide remedies available to the County in the event of a violation of the terms of usage; and

Resolution No. 22-84

WHEREAS, pursuant to subsection 3.48.220.B, MCC, interest is accruing on the outstanding real property tax balance at the rate of 1 percent per month; and

WHEREAS, in accordance with section 3.44.020, MCC, the Council may dispose of County real property by adoption of a resolution; and

WHEREAS, in accordance with subsection 3.44.030.A, MCC, the Council may waive the requirements of public auction for the disposition of County real property by adoption of a resolution approved by two-thirds of its members; and

WHEREAS, in accordance with subsection 3.44.070.A, MCC, the Council may waive the requirement of appraisal for the disposition of real property by adoption of a resolution; and

WHEREAS, in accordance with subsection 3.48.010.L, MCC, the Council may waive outstanding real property taxes; now, therefore,

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

1. That it hereby authorizes the disposition of real property described herein, to Na Hale O Maui pursuant to section 3.44.020, MCC;

2. That it hereby waives the requirements of public auction, public notice, and appraisal for this disposition of real property pursuant to subsections 3.44.030.A and 3.44.070.A, MCC;

3. That it waives payment of the total outstanding real property taxes owed, including any accrued penalties and interest, as of the date of the deed of transfer to Na Hale O Maui;

4. That it hereby authorizes the Mayor, or his duly authorized representative, to execute all necessary documents associated with the grant and disposition of real property; and

5. That certified copies of this resolution be transmitted to the Mayor; the Director of Housing and Human Concerns; the Director of Finance; and the Executive Director, Na Hale O Maui.

Resolution No. 22-84

APPROVED AS TO FORM AND LEGALITY:

/s/ Mimi Desjardins
MIMI DESJARDINS
Deputy Corporation Counsel
County of Maui
LF 2022-03-08 Resolution for Na Hale o Maui

Resolution No. 22-84

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Chris Lee", is written over a horizontal line.

Upon the request of the Mayor.

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THE JOURNAL OF THE
ROYAL ANTHROPOLOGICAL INSTITUTE
1900-1901

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16. How is your quality of life affected?

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THE UNIVERSITY OF CHICAGO
LIBRARY

6. *Staphylococcus aureus*
100% Inhibition
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1. The first step is to identify the problem or question that needs to be answered. This involves understanding the context and the specific requirements of the task.

الحمد لله الذي جعلنا من عباده المخلصين

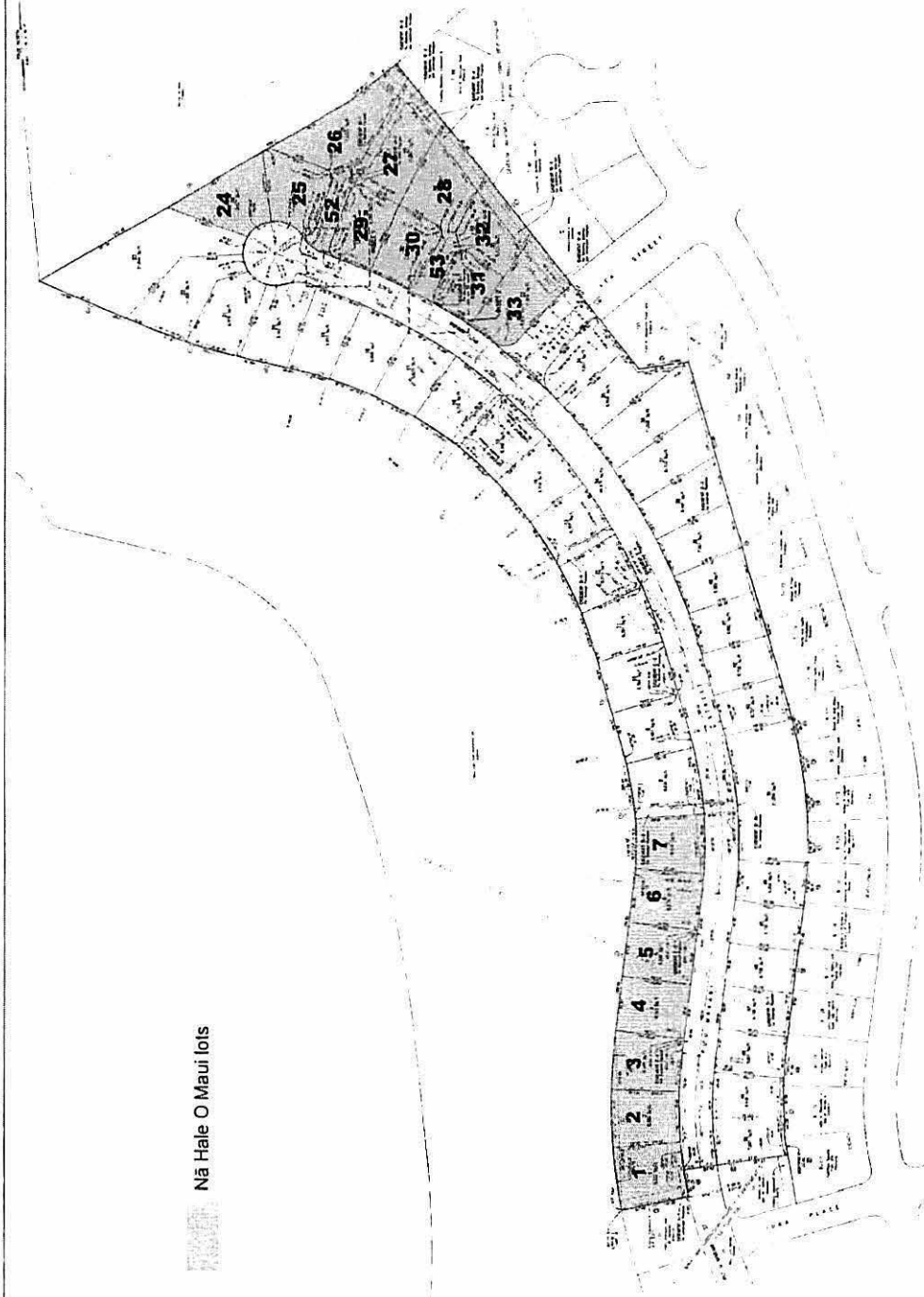
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[Signature]

Source: U.S. Bureau of Economic Analysis.

1

Nā Hale O Maui lots



© 1999 Blackwell Science Ltd, *Journal of Internal Medicine* 245: 325–332

and of business.

Attachment 2
Nā Hale O Maui Lots

Lot	TMK	Sq Ft.
1	(2) 3-8-096-001	9,122
2	(2) 3-8-096-002	8,580
3	(2) 3-8-096-003	8,680
4	(2) 3-8-096-004	8,543
5	(2) 3-8-096-005	8,590
6	(2) 3-8-096-006	8,574
7	(2) 3-8-096-007	8,571
24	(2) 3-8-096-024	10,027
25	(2) 3-8-096-025	9,109
26	(2) 3-8-096-026	13,322
27	(2) 3-8-096-027	12,807
28	(2) 3-8-096-028	11,477
29	(2) 3-8-096-029	8,260
30	(2) 3-8-096-030	7,884
31	(2) 3-8-096-031	6,914
32	(2) 3-8-096-032	9,525
33	(2) 3-8-096-033	11,994
52	(2) 3-8-096-052	4,041
53	(2) 3-8-096-053	3,193

Attachment 3

LAND COURT SYSTEM	REGULAR SYSTEM
AFTER RECORDATION, RETURN BY MAIL <input checked="" type="checkbox"/>: <u>COUNTY OF MAUI</u> <u>DEPARTMENT OF FINANCE</u> <u>200 S. HIGH STREET</u> <u>WAILUKU, HAWAII 96793</u>	
TYPE OF DOCUMENT: _____ (TOTAL PAGES: _____)	
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (MAUI LANI FAIRWAY LOTS GRANTED TO HOUSING & LAND ENTERPRISE, DBA NA HALE O MAUI)	
PARTIES TO DOCUMENT:	
DECLARANT: COUNTY OF MAUI	
TAX MAP KEY AND LOT NUMBERS FOR PROPERTY: (2) 3-8-096:001 THROUGH 007, 024 THROUGH 033, AND 052 THROUGH 053	

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
Maui Lani Fairway Lots granted to Housing & Land Enterprise, dba Na Hale O
Maui)

This DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS (this “Declaration”) is made this _____ day of _____ 2022 (the “Effective Date”) by the County of Maui, whose address is 200 S. High Street, Wailuku, Hawaii 96793 (hereinafter referred to as “Declarant”).

RECITALS:

A. Declarant is the owner of that certain parcel of land situate, lying and being at Kahului, Maui, Hawaii, designated on the tax maps of the Second Taxation Division of the State of Hawaii as (2) 3-8-096:001 through 007, 024 through 033, and 052 through 053 inclusive (the "Property"), and more particularly described in Exhibit A attached hereto.

B. Declarant intends to convey the designated lots to Housing & Land Enterprise of Maui, dba Na Hale O Maui ("NHOM"), a Hawaii nonprofit corporation, whose purpose is to secure and preserve a permanent supply of affordable housing alternatives for low and moderate income households in Maui County (80% to 140% Area Medium Income).

C. In connection with the conveyance of the Property to NHOM concurrently herewith, Declarant wishes to subject the Property to the provisions of this Declaration restricting the use of the Property as set forth below.

D. The term Property refers both to the Property, inclusive of all lots, as well as each individual lot.

ARTICLE 1: DECLARATION AND PERMITTED USES

1.1 Declaration. For the purposes set forth in this Declaration, Declarant declares that the Property is and shall be subject to the covenants, conditions and restrictions set forth in this Declaration, until this Declaration is terminated or withdrawn by Declarant, or Declarant's successors or assigns. All covenants, conditions and restrictions set forth in this Declaration are made for the benefit of the Property, Declarant and the residents of the County of Maui; and shall operate as covenants running with and touching the land described in Exhibit A attached hereto, and shall apply to and bind the respective owners and successors in interest of any of the owners from time to time of the Property, and all lessees, sublessees, licensees or vendees of all or any portion of the Property, and shall be enforceable as such in accordance with the terms and provisions of this Declaration.

1.2 Permitted Uses. NHOM, its successors and assigns, shall hold the title to the Property in perpetuity, and shall develop and offer the improvements on the lots for sale as residential homes for low and moderate income households in Maui County (80% to 140% Area Medium Income), consistent with NHOM's guidelines.

1.3 Change in Use. Any change, expansion or modification to the permitted uses shall be subject to (i) the prior written approval of Declarant, which approval may be withheld in Declarant's sole discretion, and (ii) the consent of the Maui County Council.

1.4 Abandonment; Condemnation. In the event that the Property is abandoned, then in addition to any other remedy available to Declarant, Declarant may undertake to acquire the Property by condemnation. In such action, the parties agree that the value of the Property shall be \$1.00 and the value of the improvements thereon constructed by the owner of the Property after the date of this Declaration shall be the tax assessed value thereof determined by the County of Maui for the fiscal year in which the condemnation proceedings are initiated. For

purposes of this Agreement, the Property will be deemed to be “abandoned” in the event the Property is not utilized for a permitted use for a period of twelve (12) consecutive months, excluding periods of non-use due to force majeure and renovations.

ARTICLE 2:
DECLARANT REMEDIES

2.1 Remedies. Declarant and only Declarant shall have the right, power, and authority to enforce the covenants under this Declaration. Declarant’s sole remedy under this Declaration shall be the enforcement of the foregoing covenants at law or in equity, including, without limitation, specifically enforcing the performance thereof. Declarant shall have no obligation to enforce any of the provisions of this Declaration. The failure to enforce any provision hereof shall not constitute a waiver of any right to enforce such provision or any other provision hereof.

2.2 Certain Protections. No violation or breach of or failure to comply with any provision of this Declaration and no action to enforce any such provision shall affect, defeat, render invalid or impair (a) the conveyance of the Property by Declarant to NHOM; or (b) any lien of any mortgage taken in good faith and for value, or (c) the title or interest acquired in the Property by any purchaser upon the foreclosure of any mortgage or other lien on the Property. Any such purchaser on foreclosure shall, however, take subject to all provisions of this Declaration.

ARTICLE 3:
MISCELLANEOUS

3.1 No Third Party Beneficiaries. This Declaration is not intended, and shall not be deemed or construed, to confer any rights, power or privileges on any person or entity other than Declarant.

3.2 Governing Law; Venue. The interpretation, construction and enforcement of this Declaration, and all matters relating hereto, shall be governed by the laws of the State of Hawaii. Any judicial proceeding brought by any party on any dispute arising out of this Declaration or any matter related thereto shall be brought in the Second Circuit Court of the State of Hawaii.

3.3 Notices. Any notices, requests, demands, consents and other communications provided for or contemplated under this Declaration may be given sufficiently for all purposes in writing and: (a) mailed as registered or certified mail, addressed to such party at its post office address specified below or the last such address designated by such party in writing to the other; or (b) delivered personally.

Declarant:

The County of Maui
200 S. High Street

Wailuku, Hawaii 96793
Attention: Department of Finance

Na Hale O Maui:

190 North Church Street
Wailuku, Hawaii 96793
Attention: Cassandra Abdul, Executive Director

3.4 Severability. If any term, provision, covenant or condition of this Declaration should be held by any court of competent jurisdiction to be invalid, void or unenforceable, the remainder of this Declaration shall remain in full force and effect.

3.5 Amendment; Termination. Except as otherwise specifically provided herein, the terms, covenants, conditions and restrictions set forth in this Declaration may only be amended or terminated, in whole or in part, upon the written approval thereof by the Declarant and NHOM and the recordation of a written instrument in the Bureau of Conveyances of the State of Hawaii or in the Land Court of the State of Hawaii, if applicable, setting forth such amendment or termination signed by the Declarant with the joinder of the owner of the Property.

*[The Remainder of This Page Intentionally Left Blank;
Signature Page Follows]*

IN WITNESS WHEREOF, the undersigned has caused this Declaration to be duly executed and delivered as of the Effective Date.

COUNTY OF MAUI

By: _____
MICHAEL VICTORINO
Its Mayor

REVIEWED AND APPROVED:

LORI A. TSUHAKE
Director of the Department
of Housing and Human Concerns

ACCEPTED:

SCOTT K. TERUYA
Director of Finance

APPROVED AS TO FORM AND LEGALITY:

MIMI DESJARDINS
Deputy Corporation Counsel

EXHIBIT A

Property Description

COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

CERTIFICATION OF ADOPTION

It is HEREBY CERTIFIED that RESOLUTION NO. 22-84, was adopted by the Council of the County of Maui, State of Hawaii, on the 22nd day of April, 2022, by the following vote:

MEMBERS	Alice L. LEE Chair	Keani N. W. RAWLINS- FERNANDEZ Vice-Chair	Gabriel JOHNSON	Natalie A. KAMA	Kelly T. KING	Michael J. MOLINA	Tamara A. M. PALTIN	Shane M. SINENCI	Yuki Lei K. SUGIMURA
ROLL CALL	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye



COUNTY CLERK

HLU Committee

From: HLU Committee
Sent: Thursday, July 11, 2024 12:26 PM
To: Marcy Martin
Cc: HLU Committee; Maria Zielinski; Michelle Santos; 'Zeke Kalua'; Stacey.M.Vinoray@co.maui.hi.us
Subject: PLEASE READ attached letter re: HLU-31; reply by 7/26/24
Attachments: 031afn01.pdf

Ms. Martin: Please refer to the attached letter from the Housing and Land Use Committee Chair, dated July 10, 2024. Please respond by **July 26, 2024**.

Mayor's Office (attention: Michelle Santos and Zeke Kalua): Please forward the attached letter to Mayor Bissen for his information.

Thank you,
HLU Committee