

**COUNCIL OF THE COUNTY OF MAUI**  
**HUMAN CONCERNS AND PARKS**  
**COMMITTEE**

December 17, 2021

**Committee**  
**Report No.** \_\_\_\_\_

Honorable Chair and Members  
of the County Council  
County of Maui  
Wailuku, Maui, Hawaii

Chair and Members:

Your Human Concerns and Parks Committee, having met on March 18, 2021, August 16, 2021, and December 2, 2021, makes reference to County Communication 20-559, from the Director of Parks and Recreation, transmitting a proposed resolution entitled "AUTHORIZING A GRANT OF A LEASE OF COUNTY RECREATIONAL SPACE TO PAIA YOUTH COUNCIL, INC.," with an attached lease agreement.

The purpose of the proposed resolution is to authorize the grant of a 50-year lease for 3.39 acres of County recreational space, identified as tax map keys (2) 2-5-005:017 (por.) and (2) 2-6-001:001 (por.), located at Pa'ia, Maui, Hawai'i, to Pa'ia Youth Council, Inc. at a rental rate of one dollar per year, for the period ending April 30, 2071.

In accordance with Section 3.36.090, Maui County Code, the Council may authorize the grant of a lease of County recreational space by resolution.

By correspondence dated November 24, 2021, the Director of Parks and Recreation transmitted a revised proposed resolution, approved as to form and legality by the Department of the Corporation Counsel, with revisions to the lease agreement as follows:

1. Reduce the lease area to 1.46 acres;
2. Extend the duration of the lease to expire on January 31, 2072, unless terminated earlier; and

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3. Require Pa‘ia Youth Council, Inc. to complete a mitigation plan no later than six months after the lease is executed.

Your Committee notes that the Council’s Healthy Families and Communities Committee (2019-2021 Council term) met on November 30, 2020, and December 17, 2020.

Your Committee notes Pa‘ia Youth Council, Inc. operates Pa‘ia Youth & Cultural Center (“PYCC”), a nonprofit organization, whose mission is to provide drop-in activities and life skills programs that encompass recreational, social, educational, vocational, and cultural experiences for the youth of Pa‘ia and surrounding communities.

Your Committee further notes PYCC receives grant funding from the County Department of Housing and Human Concerns, State of Hawai‘i Office of Youth Services, private foundations, community donations, and fundraisers.

A representative from PYCC said the lease area was reduced to address concerns with potential sea-level rise hazards and community concerns over beach access.

The PYCC representative said the current lease expires on April 30, 2051. The lease extension to January 31, 2072, would allow time for a successful capital campaign to construct a new facility.

A representative from the Department of Parks and Recreation said after consulting with a University of Hawai‘i Coastal Hazards Specialist and obtaining community feedback, the Department of the Corporation Counsel recommended the lease agreement include a mitigation plan that addresses managed retreat concerns.

Your Committee supported PYCC’s involvement with the community and voted 5-0 to recommend adoption of the revised proposed resolution and filing of the communication. Committee Chair Kama, Vice-Chair Sugimura, and members Lee, Paltin, and Sinenci voted “aye.”

COUNCIL OF THE COUNTY OF MAUI  
**HUMAN CONCERNS AND PARKS  
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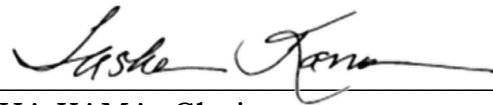
**Committee  
Report No.** \_\_\_\_\_

Your Committee is in receipt of a revised proposed resolution, approved as to form and legality by the Department of the Corporation Counsel, incorporating your Committee's recommended revisions and nonsubstantive revisions.

Your Human Concerns and Parks Committee RECOMMENDS the following:

1. That Resolution \_\_\_\_\_, as revised herein and attached hereto, entitled "AUTHORIZING A GRANT OF A LEASE OF COUNTY RECREATIONAL SPACE TO PAIA YOUTH COUNCIL, INC.," be ADOPTED; and
2. That County Communication 20-559 be FILED.

This report is submitted in accordance with Rule 8 of the Rules of the Council.



\_\_\_\_\_  
TASHA KAMA, Chair

# Resolution

No. \_\_\_\_\_

## AUTHORIZING A GRANT OF A LEASE OF COUNTY RECREATIONAL SPACE TO PAIA YOUTH COUNCIL, INC.

WHEREAS, Paia Youth Council, Inc., a Hawaii nonprofit corporation, desires to obtain a lease of recreational space from the County of Maui for a nominal sum; and

WHEREAS, Paia Youth Council, Inc. desires to occupy real property identified as tax map keys (2) 2-5-005:017 (por.), and (2) 2-6-001:001 (por.), an area measuring 1.46 acres (“Premises”) and more particularly described and depicted in the Lease Agreement, attached as Exhibit “1”; and

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

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

1. That Paia Youth Council, Inc. be granted the right to occupy the Premises in accordance with the terms and conditions of the proposed Lease Agreement, at an annual rental of \$1, to expire January 31, 2072, unless sooner terminated, as provided in Exhibit “1”;
2. That the Mayor and the Director of Finance or their authorized representatives are authorized to execute the proposed Lease Agreement; and
3. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, the Director of Parks and Recreation, and the Executive Director of Paia Youth Council, Inc.

**Resolution No.** \_\_\_\_\_

APPROVED AS TO FORM AND LEGALITY:

/s/ Mimi Desjardins

MIMI DESJARDINS  
Deputy Corporation Counsel  
County of Maui

hcp:misc:020areso01:wal



referred to as "Lessee", and collectively referred to as the "Parties".

W I T N E S S E T H:

WHEREAS, the Lessor is the owner of those certain parcels of land that Lessee desires to lease.

WHEREAS, Lessee currently occupies and operates the site; and

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

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

A. Premises. The leased area comprises approximately 1.46 acres, containing the area identified as Tax Map Key Number (2)2-5-005:017(por.) and Tax Map Key Number (2)2-6-001:001(por.), more particularly described in Exhibit "A", attached hereto and by reference incorporated herein, hereinafter collectively referred to as the "Premises." The estimated yearly fair market rental value of the premises, effective June 3, 2021, is \$5,715.36, as determined by the Director of Finance.

B. Use of Premises. Lessee shall use the Premises to provide for a drop-in youth center for ages nine through eighteen, including a life skills program, a young adult mentoring program for alumni ages eighteen through twenty-one, a skate park for all

ages, a hula halau for all ages, a multi-purpose room for all ages, and instruction in Hawaiian language for all ages. The use of the Premises for any other purpose shall require the prior written approval of Lessor, through its Director of the Department of Parks and Recreation ("Director").

C. Restrictions On Use. Lessee must provide, at a minimum, a fifteen-foot unencumbered access way, which shall include sufficient turning radius to allow large trucks or vehicles to maneuver from Hana Highway to the Paia Wastewater Pump Station entrance gates as shown on Exhibit "B" attached hereto. Access shall be available at all times of the day or night.

No structures or buildings shall be erected over the existing sewer lines and force mains. An area fifteen feet wide centered on said lines shall be free and clear of any structures, fences or building overhangs in order to allow for maintenance, rehabilitation or replacement of said lines.

Lessee shall provide designated pathways approved by the Director of Parks and Recreation for unlimited, safe public access to the shoreline and surrounding areas of the Premises at all times.

D. Term. This Lease shall commence upon execution and expire upon the 31st day of January, 2072, unless sooner terminated as provided herein.

E. Rent. Lessor reserving and the Lessee yielding and paying to the Lessor the nominal rental amount of ONE and no/100



DOLLAR (\$1.00) per annum, the receipt and sufficiency of which is hereby acknowledged.

F. Maintenance. The Premises shall be maintained at all times in a clean and usable condition for the term of this lease. This includes maintenance of all buildings, the skate park, and regular tree trimming. If the Director determines, in the Director's sole but reasonable discretion, that the Premises are not being properly maintained, the Director may transmit a written notice to Lessee outlining the request for maintenance. Failure to initiate a cure within thirty days and fully remedy said maintenance issue(s) within ninety days of receipt of written notice, to the reasonable satisfaction of the Director, shall be deemed a breach of this lease; provided, however, in the case of maintenance issue(s) that cannot be fully remedied within ninety days of receipt of written notice or where a cure cannot be initiated within thirty days of receipt of written notice, Lessee shall commence promptly to cure the maintenance issue(s) and thereafter diligently undertake the curing of said maintenance issue(s) until said maintenance issue(s) are remedied to the reasonable satisfaction of the Director. The time within which the maintenance issue(s) may be cured may be extended for such period as may be deemed necessary by the Director to complete the curing thereof with diligence. Failure to cure said maintenance issue(s) to the reasonable satisfaction of the Director within the time

frame set forth by the Director shall be deemed a breach of this lease.

In the event the facilities that are currently located on the Premises need to be demolished and removed, Lessee shall be solely responsible for any and all costs and required permits related to the demolition and removal. Prior to taking any such action, Lessee shall inform the Director and obtain all necessary permits. Demolition and removal must comply with all federal, state, and county laws, and all federal, state and county rules and regulations existing at the time of the demolition and removal. In the interim, and no later than 6 months after the execution of this lease, Lessee shall draft a mitigation plan ("Plan") addressing potential response alternatives if the existing facilities are impacted by coastal hazards, whether prior to or after the construction and operation of a new facility, and the demolition and removal of any existing facilities on the premises. Prior to submitting the Plan to the Director of Parks for acceptance, Lessee shall submit the Plan to the Department of Planning for review and comment and address any concerns that the Planning Department may have with the Plan.

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

H. Parking lot. Lessee may have temporary, non-exclusive use of the Lower Paia Park parking lot adjacent to the Premises. Lessee shall not restrict the public's use of and access to the parking lot which serves Lower Paia Park, which is located adjacent to the Premises. Lessee shall have permanent parking adequate for program needs at the location within the lease boundaries, to be determined in the new building design, and which shall be for the exclusive use of the Paia Youth and Cultural Center. Lessee is solely responsible for the costs of planning, designing, maintenance and construction of this parking lot.

I. Construction of new buildings by Lessee. In the event Lessee wishes to construct new or additional buildings, or renovate any existing structures on said premises, it shall first obtain all required permits before commencing any such work. Lessee agrees to maintain all buildings and structures during the period of the lease. At the end of the lease term, any structures on said premises shall become the sole property of the Lessor.

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

1. Program status summary;
2. Program data summary;
3. Summary of participant characteristics;

4. Changes in real property tax assessment for the real property;
5. Earnings from the grant of real property; and
6. Narrative report.

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

**[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]**

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

**LESSOR:**

APPROVAL RECOMMENDED:

COUNTY OF MAUI

\_\_\_\_\_  
KARLA H. PETERS  
Director of  
Parks and Recreation

By \_\_\_\_\_  
MICHAEL P. VICTORINO  
Its Mayor

APPROVED AS TO FORM  
AND LEGALITY:

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

\_\_\_\_\_  
MIMI DESJARDINS  
Deputy Corporation Counsel  
County of Maui  
LF2019-1556

**LESSEE:**

PAIA YOUTH COUNCIL, INC.

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

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

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

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

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

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

STATE OF HAWAII        )  
                                   )        SS.  
 COUNTY OF MAUI        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared MICHAEL P. VICTORINO, 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 MICHAEL P. VICTORINO 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: \_\_\_\_\_

<b>NOTARY PUBLIC CERTIFICATION</b>	
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 \_\_\_\_\_, 20\_\_\_\_, before me 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: \_\_\_\_\_

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

[Stamp or Seal]

STATE OF HAWAII        )  
                                  )  SS.  
COUNTY OF MAUI        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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:           Undated at time of notarization	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	
_____	
_____	
_____	
[Stamp or Seal]	
Notary Signature: _____	
Date: _____	



STATE OF HAWAII            )  
   )    SS.  
 COUNTY OF MAUI            )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, 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: \_\_\_\_\_

<b>NOTARY PUBLIC CERTIFICATION</b>	
Doc. Date:            Undated at time of notarization	# Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____	
_____	
_____	
[Stamp or Seal]	
Notary Signature: _____	
Date: _____	



## PAIA YOUTH COUNCIL, INC. LEASE AREA

Being a portion of Lot B of the Ulmer Lime Kiln Subdivision and being also a portion of the land deeded by the Board of Education to the Trustees of Oahu College dated January 30, 1860 recorded in Liber 12, Page 400, being a lease area for the Paia Youth Council, Inc.

Situated at Paia, Hamakuapoko, Makawao, Maui, Hawaii  
TMK: (2) 2-5-005:017 portion & TMK: (2) 2-6-001:001 portion

Beginning at a 2-inch pipe (found) at the southeasterly corner of this Lease Area, being the southeasterly corner of a portion of the land deeded by the Board of Education to the Trustees of Oahu College dated January 30, 1860 recorded in Liber 12, Page 400 [TMK: (2) 2-6-001:001], being also the southwesterly corner of Executive Order No. 1199 [TMK: (2) 2-6-002:015], and being also a point on the northerly side of Puna Road (40-ft. wide) [TMK: (2) 2-5-005:017] the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUUNENE 2" being 5,948.08 feet north and 3,890.69 feet east and running by azimuths measured clockwise from true south; thence,

1. 111° 53'          25.71    feet along the northerly side of Puna Road (40-ft. wide) [TMK: (2) 2-5-005:017]; thence,
2. Following along the same along a curve to the left with a radius of 974.93 feet, the direct azimuth and distance being,  
  
    108° 44' 34.5" 106.82    feet; thence,
3. 84° 30'          15.74    feet along the same; thence,
4. 348° 55'        11.00    feet along the same; thence,
5. 73° 19'         31.40    feet along the same; thence,
6. 351° 48'        4.91     feet along the same; thence,
7. 81° 26'         10.42    feet along the same; thence,
8. Following along Paia Pump Station [TMK: (2) 2-5-005:050] along a curve to the left with a radius of 934.93 feet, the direct azimuth and distance being,  
  
    99° 55' 43.5" 97.47    feet; thence,

**PAIA YOUTH COUNCIL, INC. LEASE AREA**

TMK: (2) 2-5-005:017 portion & TMK: (2) 2-6-001:001 portion

Page 2 of 2

9. 156° 52' 70.09 feet along Puna Road (40-ft. wide) [TMK: (2) 2-5-005:017] and a portion of the land deeded by the Board of Education to the Trustees of Oahu College dated January 30, 1860 recorded in Liber 12, Page 400 [TMK: (2) 2-6-001:001]; thence,
10. 178° 50' 65.40 feet along a portion of the land deeded by the Board of Education to the Trustees of Oahu College dated January 30, 1860 recorded in Liber 12, Page 400 [TMK: (2) 2-6-001:001]; thence,
11. 293° 28' 31.10 feet along the same; thence,
12. 266° 11' 282.55 feet along the same; thence,
13. 2° 29' 169.40 feet along the same to the point of beginning and containing an area of 0.918 acres.

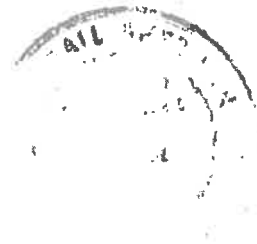
This description is based on an actual field survey and was prepared by me or under my direct supervision.



24 FEB 16

Randall Sherman  
Licensed Professional Land Surveyor  
State of Hawaii Certificate Number LS4187  
License Expiration Date: April 30, 2016  
Land Court Certificate Number 189

Date



## PAIA YOUTH COUNCIL, INC. LEASE AREA

Being a portion of Lot B of the Ulmer Lime Kiln Subdivision, being a Lease Area for the Paia Youth Council, Inc.

Situated at Paia, Hamakuapoko, Makawao, Maui, Hawaii  
TMK: (2) 2-5-005:017 portion

Beginning at a 1/2-inch pipe (set) at the southwesterly corner of this Lease Area, lying wholly within Lot B of the Ulmer Lime Kiln Subdivision [TMK: (2) 2-5-005:017] the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUUNENE 2" being 5,752.80 feet north and 3,519.77 feet east and running by azimuths measured clockwise from true south; thence,

1. 156° 52'      116.77    feet thru Lot B of the Ulmer Lime Kiln Subdivision [TMK: (2) 2-5-005:017] to a 1/2-inch pipe (set);
2. 246° 52'      178.58    feet thru the same to a 1/2-inch pipe (set);
3. 336° 52'      28.11    feet thru the same to a 1/2-inch pipe (set);
4. 246° 52'      31.42    feet thru the same to a 1/2-inch pipe (set);
5. 336° 52'      87.50    feet thru the same to a 1/2-inch pipe (set);
6. 66° 33'       210.00   feet thru the same to the point of beginning and containing an area of 0.540 acres.

This description is based on an actual field survey and was prepared by me or under my direct supervision.

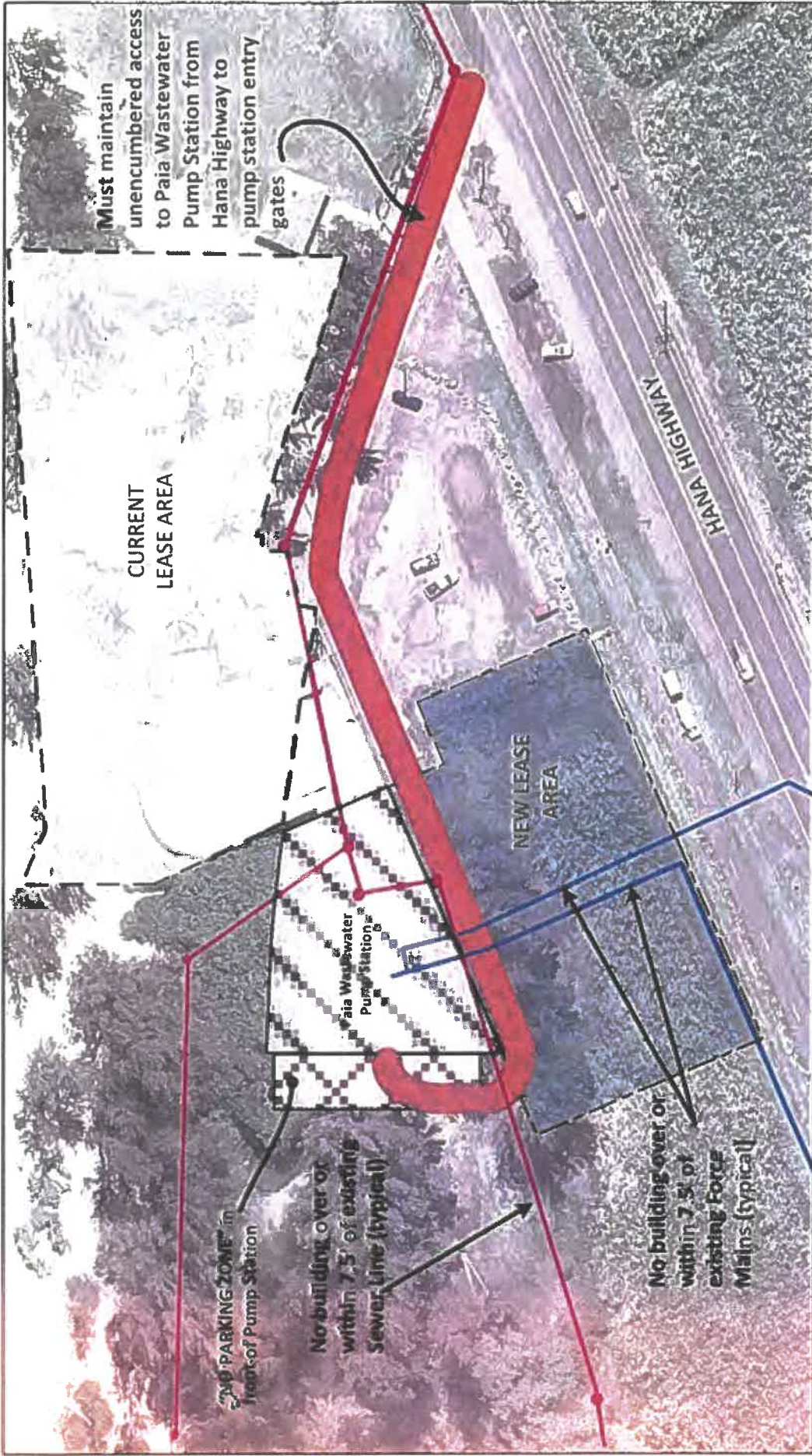


Randall Sherman

Licensed Professional Land Surveyor  
State of Hawaii Certificate Number LS4187  
License Expiration Date: April 30, 2022  
Land Court Certificate Number 189

14 MAY 21  
Date





# EXHIBIT "B"

## STANDARD RESERVATIONS, COVENANTS, TERMS AND CONDITIONS

In consideration of the foregoing grant of a 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, the licensee or the licensor, where applicable.

A) **RESERVATIONS.** Lessee understands and agrees that the foregoing lease is subject to Lessor's reservation of the following:

1. Minerals and Waters.

A. All minerals as hereinafter defined, in, on or under the Premises and the right, on Lessor's own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such 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 Lessor of the rights reserved in this paragraph, just compensation shall be paid to Lessee for any of Lessee's improvements taken.

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

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

B) **COVENANTS, TERMS AND CONDITIONS.** 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, even though such claim be based on alleged fault of Lessor, 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. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

6. Costs of Litigation. In case Lessor, without any fault on its part, is made a party to any litigation commenced by or against Lessee (other than condemnation proceedings), Lessee shall pay all costs and expenses, including attorneys' fees, incurred by or imposed on Lessor. Lessee shall pay all costs and expenses, including attorneys, fees, which may be incurred by or paid by Lessor in enforcing the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, in recovering



possession of the Premises, or in the collection of delinquent rental, taxes, and any and all other charges. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

7. Assumption of Risk and Liability. Lessee, as a material part of the consideration to Lessor for this Lease, does hereby assume all risk of bodily injury, wrongful death and/or property damage, business interruption or economic loss occasioned by any accident, fire, or nuisance made or suffered on the Premises, and hereby waives any and all claims against the Lessor. 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. Inspection of Premises. That the Lessee will permit the Lessor and its agents, at all reasonable times during the said term, to enter the Premises and examine the state of repair and condition thereof.

9. "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.

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

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

12. 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.

13. 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.

14. 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.

15. Repair and Maintenance. Lessee will at its own expense and at all times during the term of this Lease, well and 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. At the discretion of the Lessor, such repair and maintenance may include, but not be limited to, private and/or common area restroom facilities, and ground maintenance.

16. Breach. That time is of the essence of this agreement and if the Lessee shall fail to pay such rent or any part thereof at the times and in the manner aforesaid within thirty (30) days after delivery by the Lessor of a written notice of such breach or default, or if the Lessee shall become bankrupt, or shall abandon the said Premises, or if this lease and said Premises shall be attached or otherwise be taken by operation of law, or if any assignments be made of the Lessee's property for the benefit of creditors, or shall fail to observe and perform any of the covenants, terms and conditions herein contained and on its part to be observed and performed, and such failure shall continue for a period of more than thirty (30) days after delivery by the Lessor of a written notice of such breach or default, by personal service, registered mail or certified mail to the Lessee at its last known address and to each mortgagee or holder of record having a security interest in the Premises, the Lessor may at once re-enter the Premises or any part thereof, and upon or without such entry, at its option, terminate this lease without prejudice to any other remedy or right of action for arrears of rent or for any preceding or other breach of contract; and in the event of such termination, all buildings and improvements thereon shall remain and become the property of the Lessor; furthermore, Lessor shall retain all rent paid in advance as damages.

17. Funding of Improvements. The Lessee shall be solely responsible for the funding of its improvements, maintenance, and operation of the Premises and shall hold the Lessor and the State of Hawaii harmless from any and all claims whatsoever arising in connection with said activities.

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

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

20. Extension of Time. That notwithstanding any provision contained herein to the contrary, wherever applicable, the Lessor may for good cause shown, allow additional time beyond the time or times specified herein to the Lessee, in which to comply, observe and perform any of the terms, conditions and covenants contained herein; provided, however, that this provision shall not be construed to permit any extension of the initial term of this lease.

21. Justification of Sureties. Such bonds as may be required herein shall be supported by the obligation of a corporate surety organized for the purpose of being a surety and qualified to do business as such in the State of Hawaii, or by not less than two personal sureties, corporate or individual, for which justification shall be filed as provided in section 78-20, Hawaii Revised Statutes; provided, however, the Lessee may furnish a bond in like amount, conditioned as aforesaid, executed by it alone as obligor, if, in lieu of any surety or sureties, it shall also furnish and at all times thereafter keep and maintain on deposit with the Lessor security in certified checks, certificates of deposit (payable on demand or after such period as the Lessor may stipulate), bonds, stocks or other negotiable securities properly endorsed, or execute and deliver to said Lessor a deed or deeds of trust of real property, all of such character as shall be satisfactory to said Lessor and valued in the aggregate at not less than the principal amount of said bond. It is agreed that the value at which any securities may be accepted and at any time thereafter held by the Lessor under the foregoing provision shall be determined by the Lessor, and the Lessee may, with the approval of the Lessor, exchange other securities or money for any of the deposited securities or money and shall be at least equal in value to those withdrawn. It is further agreed that substitution of sureties or the substitution of a deposit of security for the obligation of a surety or sureties may be made by the Lessee, but only upon the written consent of the Lessor and that until such consent be granted, which shall be discretionary with the Lessor, no surety shall be released or relieved from any obligation hereunder.

22. Quiet Enjoyment. The Lessor hereby covenants and agrees with the Lessee that upon payment of said rent at the times and in the manner aforesaid and the observance and performance of the

covenants, terms and conditions hereof on the part of the Lessee to be observed and performed, the Lessee shall and may have, hold, possess and enjoy the Premises for the term hereby demised, without hinderance or interruption by the Lessor or any other person or persons lawfully claiming by, through or under it.

23. Non-Warranty. The Lessor does not warrant the Premises, any or all existing improvements on the Premises, or the condition of said improvements to be satisfactory or fit for any specific or particular purpose, the same being herein leased in its existing "as is" condition.

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

25. Assignability, Etc. Unless the prior written consent of Lessor and the State of Hawaii through its Board of Land and Natural Resources is obtained, Lessee shall not transfer, assign, sublet or permit any other person or entity to occupy or use the Premises or any portion thereof, or transfer or assign this lease or any interest therein, either voluntarily or by operation of law, and any such transfer or assignment so made shall be null and void.

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

A. "Lessee" shall mean and include the Lessee named herein, its heirs, devisees, personal representatives, successors or any permitted assigns, according to the context thereof.

B. "Lessor" shall mean and include the County of Maui, its officers, agents and assigns. Unless otherwise indicated, wherever the prior written consent or approval of the "Lessor" is required in this lease, such consent or approval shall include, but is not limited to, the consent or approval of the Mayor, the Director of Finance, and, where applicable, the Directors of Housing and Human Concerns, Parks and Recreation, or Economic Development.

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

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

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

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

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

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

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

28. 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.

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

practicable prior to such entry. Lessor further reserves the right to authorize public access over, across, under and through the Premises.

30. 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.

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

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

Unless otherwise agreed to through the joint decision and discretion of the Director of the Department of Finance and the Director, the insurance policy shall contain the following minimum requirements:

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

Prior to or upon the execution of this Agreement, Lessee shall furnish the Lessor with a copy of the insurance policy certificate together with the required endorsements verifying such insurance coverage. If the scheduled expiration date of a current insurance policy is sooner than the specified termination date of this Lease, the Lessee shall, upon renewal of the insurance policy, provide the County with a copy of the renewed insurance policy certificate together with the required endorsements.

Unless waived by Lessor, the insurance policy shall expressly state that the coverage provided under such policy shall not be cancelled or terminated, unless the Carrier has first given Lessor thirty (30) calendar days prior written notice of the intended cancellation or termination.

If at any time, and from time to time, a higher limit or other requirements shall be deemed appropriate, customary, or necessary, in the reasonable discretion of the Director, Lessee shall obtain and maintain such coverage.

32. Property Insurance. Lessee shall, unless otherwise agreed to through the joint decision and discretion of the Director of the Department of Finance and the Director, procure and, during the entire term of this Lease, keep in force and effect special form

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

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

34. Condemnation. If at any time during the term of this Lease any portion of the leased Premises should be condemned or required for public purposes by the State of Hawaii or the United States, Lessee shall be entitled to receive from the condemning authority the proportionate value of Lessee's permanent improvements so taken in the proportion that it bears to the unexpired term of this

Lease; provided that Lessee may, in the alternative, remove and relocate Lessee's improvements to the remainder of the Premises occupied by Lessee. Lessee shall not by reason of the condemnation be entitled to any claim against Lessor for condemnation or indemnity for its interest in this Lease and all compensation payable or to be paid for or on account of this Lease by reason of the condemnation, except as aforesaid as to Lessee's improvements, shall be payable to and be the sole property of Lessor. Where the portion taken renders the remainder unsuitable for the use or uses for which the land was leased, Lessee shall have the option to surrender this Lease and be discharged and relieved from any further liability therefor; provided that Lessee may remove the permanent improvements constructed, erected and placed by it within such reasonable period as may be allowed by Lessor. The foregoing right of Lessor shall not be exclusive of any other to which Lessor may be entitled by law.

35. 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.

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

37. 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.

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



remain and become the property of Lessor, subject to any valid mortgages against the property.

39. 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.

40. 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). Lessee shall be responsible for complying with the ADA and Lessee shall defend, indemnify and hold harmless Lessor against any and all claims regarding non-compliance with any requirement of the ADA. All costs relating to any required improvements or modifications to the Premises, and any existing improvements thereon, shall be borne by Lessee. Notwithstanding any other provision of this Lease to the contrary, any improvements to the Premises constructed by Lessee shall be in compliance with the ADA.

41. 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.

42. 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.

43. 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.

44. 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.

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

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

shall have designated for such purpose by notice to the other party or parties.

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

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

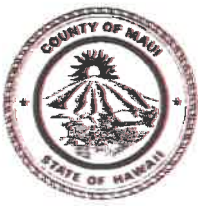
47. Assistance of Legal Counsel. The Parties represent and certify to each other that they have been advised to seek the advice of legal counsel and have done so. The Parties have carefully read and fully understand all of the provisions of this Lease, and have thoroughly discussed all aspects of this 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.

**GENERAL CONDITIONS FOR GRANT OF LEASE  
TO OCCUPY COUNTY REAL PROPERTY**

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

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

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**DEPARTMENT OF PARKS AND RECREATION**  
700 Hali'a Nako'a Street, Unit 2G, Wailuku, Hawaii 96793

ANNUAL REAL PROPERTY GRANT REPORT  
Report Period Fiscal Year : \_\_\_\_\_

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

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

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

**INSTRUCTIONS**

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

**I. Program Data/Status Summary**

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

**II. Narrative Report**

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

**Please submit the following information with this report:**

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

Report Prepared by: \_\_\_\_\_  
Print Name/Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**EXHIBIT "E"**