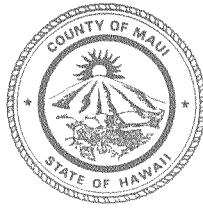


ALAN M. ARAKAWA  
MAYOR



RECEIVED  
KEITH A. REGAN  
MANAGING DIRECTOR

2016 JUL 13 PM 2:39

**OFFICE OF THE MAYOR**

Ke'ena O Ka Meia  
COUNTY OF MAUI – Kalana O Maui

OFFICE OF THE  
COUNTY CLERK

July 13, 2016

Honorable Mike White, Chair  
Maui County Council  
County of Maui  
Wailuku, Hawaii 96793

Dear Chair White:

**SUBJECT: EXTENSION OF TIME AND REDUCTION IN RENT FOR THE  
VETERANS OF FOREIGN WARS VETERANS CENTER**

Please forward the attached resolution and related documents "AUTHORIZING THE FIRST AMENDMENT TO LEASE GRANTING AN EXTENSION OF TIME AND REDUCTION IN RENT FOR THE VETERANS OF FOREIGN WARS VETERANS CENTER AND COMMUNITY ACTIVITIES SITE LEASE" at your next meeting to the appropriate committee for discussion and decision making.

Sincerely,

A handwritten signature in black ink, appearing to read "Alan Arakawa".

ALAN M. ARAKAWA  
Mayor, County of Maui

xc: Ka'ala Buenconsejo, Director, Department of Parks and Recreation  
Patrick Wong, Corporation Counsel, Department of Corporation Counsel  
Jeffrey Ueoka, Deputy Corporation Counsel, Department of Corporation Counsel  
Daniel Ornellas, District Land Agent, Department of Land and Natural Resources

COUNTY COMMUNICATION NO. 16-169

# Resolution

NO. \_\_\_\_\_

AUTHORIZING THE FIRST AMENDMENT TO LEASE  
GRANTING AN EXTENSION OF TIME AND REDUCTION  
IN RENT FOR THE VETERANS OF FOREIGN WARS VETERANS  
CENTER AND COMMUNITY ACTIVITIES SITE LEASE

WHEREAS, the Resolution 12-98, attached hereto and made apart hereof as Exhibit "1" authorized a grant of a lease to the Veterans of Foreign Wars of the United States Wilbert Wah Hutom Post 3850 ("VFW"), for the area known as the "Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:003, set aside by Governor's Executive Order No. 4087, containing an area of approximately 0.398 acres, along with the area known as the "Addition to the Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:005(por.), set aside by Governor's Executive Order No. 4342, containing an area of approximately 1.880 acres; and

WHEREAS, VFW hopes to extend its lease term for an additional thirty years, with the new lease term expiring on June 30, 2056; and

WHEREAS, VFW hopes to reduce its rent from \$100 per annum to \$1 per annum; and

WHEREAS, the proposed Veterans of Foreign Wars Veterans Center and Community Support Activities Site First Amendment to Lease, has been attached hereto and by reference made a part hereof as Exhibit "2"; and

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

WHEREAS, the Board of Land and Natural Resources at its March 11, 2016 meeting consented to the new lease term and reduction in annual rent; and

WHEREAS, pursuant to Maui County Code Section 3.36.090, the Council of the County of Maui may authorize the grant of County real property by resolution; now, therefore,


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

1. That pursuant to Section 3.36.090, Maui County Code, the First Amendment to Lease is hereby authorized; and

2. That the Mayor and the Director of Finance or their authorized representatives may execute any and all documents necessary to effectuate the intent of this Resolution; 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 Veterans of Foreign Wars of the United States Wilbert Wah Hutom Post 3850.

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
JEFFREY UEOKA  
Deputy Corporation Counsel  
County of Maui

# Resolution

NO. 12-98

AUTHORIZING A GRANT OF A LEASE TO THE VETERANS OF FOREIGN WARS  
OF THE UNITED STATES WILBERT WAH HUTOM POST 3850

WHEREAS, the Veterans of Foreign Wars of the United States Wilbert Wah Hutom Post 3850 ("VFW"), desires to obtain a lease of the area known as the "Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:003, set aside by Governor's Executive Order No. 4087, containing an area of approximately 0.398 acres, along with the area known as the "Addition to the Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:005(por.), set aside by Governor's Executive Order No. 4342, containing an area of approximately 1.880 acres; and

WHEREAS, the County of Maui Grants Review Committee has reviewed the grant application, as reflected in its Certification of Review of Request for Grants of Real Property, attached hereto and made a part hereof as Exhibit "1"; and

WHEREAS, the proposed Grant Agreement for a Lease of County Real Property ("Grant Agreement"), has been attached hereto and by reference made a part hereof as Exhibit "2"; and

EXHIBIT " 1 "

**Resolution No. 12-98**

WHEREAS, the proposed Lease is attached hereto and by reference made a part hereof as Exhibit "a" to the Grant Agreement; 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,


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

1. That pursuant to Section 3.36.090, Maui County Code, the grant of the Lease is hereby authorized; and

2. That the Mayor and the Director of Finance or their authorized representatives may execute the Grant Agreement and Lease; 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 Veterans of Foreign Wars of the United States Wilbert Wah Hutom Post 3850.

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
JEFFREY GEOKA  
Deputy Corporation Counsel  
County of Maui



DEPARTMENT OF  
HOUSING AND HUMAN CONCERNS  
COUNTY OF MAUI

ALAN M. ARAKAWA  
Mayor  
JO-ANN T. RIDAO  
Director  
JAN SHISHIDO  
Deputy Director

2200 MAIN STREET • SUITE 946 • WAILUKU, HAWAII 96793 • PHONE (808) 270-7805 • FAX (808) 270-7165  
MAILING ADDRESS: 200 SOUTH HIGH STREET • WAILUKU, HAWAII 96793 • EMAIL: director.hhc@mauicounty.gov

MAUI COUNTY GRANTS REVIEW COMMITTEE  
Certification of Review of Request for Grants of Real Property

Subject to Chapter 3.36.090, Maui County Code, the "committee shall transmit to the Council any request for a grant of real property, including concessions at fair market value, and its recommendations with respect to the request."

By this document, the Grants Review Committee (GRC) certifies that, at its meeting on August 25, 2011  
the following application for a grant of real property was reviewed:

Applicant: Veterans of Foreign Wars of the United States, Wilbert Wah Hu Tom Post 3850

Location: 1136 Uluniu Road, Kihei, Hawaii

Address: 518 Hihinal Street, Wailuku, Hawaii 96793

TMK: 2-3-9-007-003 and 2-3-9-007-005

Length of Time: 15 years

Purpose: To provide an environment in which those who served our country in foreign lands can gather for support and to socialize with each other.

Initiating Dept.: Parks and Recreation

Subject to its review and discussion, the following action was taken:

- ☐ Recommend approval of request at fair market value (to be determined by appropriate appraisal).  
☒ Recommend approval of request at less than fair market value. The GRC recommends lease rent of \$ 100 per year.  
☐ Recommend disapproval of request for the following reason(s):  
\_\_\_\_\_  
\_\_\_\_\_

Subject to Chapter 3.36.090, MCC, the Council shall be notified of this request. Notice to the recommendation shall also be provided to the Initiating Department, who will transmit this certification along with appropriate resolution and other required documents to the Maui County Council for review and authorization of grant.

Certified by: Phyllis Sato on this 25th day of August, 2011  
Chair / Vice Chair, Grants Review Committee

Phyllis Sato  
Print Name

Reviewed and approved for transmittal by: Jo-Ann T. Ridao 9/6/11  
Director, Department of Housing & Human Concerns Date

TO SUPPORT AND EMPOWER OUR COMMUNITY TO REACH ITS FULLEST POTENTIAL  
FOR PERSONAL WELL-BEING AND SELF-RELIANCE  
EXHIBIT " 1 "

GRANT AGREEMENT FOR A LEASE OF COUNTY REAL PROPERTY

THIS AGREEMENT, made this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between VETERANS OF FOREIGN WARS OF THE UNITED STATES WILBERT WAH HUTOM POST 3850, a Hawaii nonprofit corporation, whose mailing address is 518 Hilinai Street, Wailuku, Maui, Hawaii 96793-9426, hereinafter called the "Grantee", and 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 called "Grantor, and collectively referred to as "Parties".

W I T N E S S E T H:

WHEREAS, the Grantee has applied to the Council of the County of Maui, through the Department of Parks & Recreation for a grant of a lease for that certain parcel of land known as the "Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:003, set aside by Governor's Executive Order No. 4087, containing an area of approximately 0.398 acres, more particularly described and shown on Exhibit "a-1" of Exhibit "a", along with the area known as the "Addition to the Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:005(por.), set aside by Governor's Executive Order No. 4342, containing an area of approximately 1.880 acres, more particularly described and shown on Exhibit "a-2" of Exhibit "a" (hereinafter referred to as "Premises"); and

**EXHIBIT " 2 "**

WHEREAS, the Lease agreement between Grantee, as Lessee, and Grantor, as Lessor, is attached hereto and by reference made a part hereof as Exhibit "a", hereinafter referred to as the "Lease"; and

WHEREAS, the term of the Lease commences upon execution of the Lease and expires upon the 30<sup>th</sup> of June 2026; and

WHEREAS, the amount of rent to be charged Grantee for the Premises will be ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per year; and

WHEREAS, the fair market rental value of the property as determined by the Director of Finance is THREE HUNDRED SEVENTY ONE THOUSAND TWO HUNDRED FOURTEEN AND NO/100 DOLLARS (\$371,214.00) per annum, as evidenced by the Department of Finance, Real Property Tax Division memorandum dated July 25, 2011 and July 26, 2011, attached hereto and by reference made a part hereof as Exhibit "b";

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Parties hereto, as follows:

1) Grantor herein grants to Grantee a lease of the Premises, the terms, conditions and provisions of which being set forth in the Lease aforementioned.

2) In consideration thereof, Grantee herein agrees to all terms, conditions and provisions contained in the aforesaid Lease, agrees to the General Conditions contained in Exhibit "c" attached hereto and by reference made a part hereof, agrees to make the annual reports on forms specified by the Grantor, and shall abide by the representations contained in the Grant Application on file



with the Department of Parks and Recreation and incorporated herein  
by reference.

IN WITNESS WHEREOF, the parties have executed these presents  
the day and year first above written.

GRANTEE:

VETERANS OF FOREIGN WARS OF THE  
UNITED STATES WILBERT WAH HUTOM  
POST 3850

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

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

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

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

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

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

GRANTOR:

COUNTY OF MAUI

By \_\_\_\_\_  
ALAN M. ARAKAWA  
Its Mayor

By \_\_\_\_\_  
DANILO F. AGSALOG  
Its Finance Director


APPROVAL RECOMMENDED:

---

GLENN T. CORREA  
Director  
Parks and Recreation

APPROVED AS TO FORM  
AND LEGALITY:

---

  
JEFFREY DEOKA  
Deputy Corporation Counsel  
S:\ALL\JTD\PARKS\AGREEMENTS\LEASES\VFW Lease\Grant (VFW).wpd

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

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

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 |                         |
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| Notary Signature: _____     |                         |
| Date: _____                 |                         |

STATE OF HAWAII       )  
                              )  
COUNTY OF MAUI       )       SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared ALAN M. ARAKAWA, 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 ALAN M. ARAKAWA 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                        |                         |
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| Notary Signature: _____                            |                         |
| Date: _____  |                         |

STATE OF HAWAII       )  
                              ) SS.  
COUNTY OF MAUI       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared DANILO F. AGSALOG, 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 DANILO F. AGSALOG 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: \_\_\_\_\_

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LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail (X) Pickup ( )

To: DEPARTMENT OF FINANCE  
County Of Maui  
200 South High Street  
Wailuku, Maui, Hawaii 96793

Total No. of Pages: \_\_\_\_\_

Affects TMK Nos.: (2) 3-9-007:003  
(2) 3-9-007:005(por)

VETERANS OF FOREIGN WARS  
VETERANS CENTER  
AND  
COMMUNITY SUPPORT ACTIVITIES SITE  
LEASE

THIS LEASE, made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, 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 the VETERANS OF FOREIGN WARS OF THE UNITED STATES WILBERT WAH HUTOM POST 3850, a Hawaii nonprofit corporation, whose mailing address is 518 Hiliinai Street,

EXHIBIT " a "

Wailuku, Maui, Hawaii 96793-9426 hereinafter referred to as "Lessee", and collectively referred to as the "Parties";

W I T N E S S E T H:

WHEREAS, the State of Hawaii is the owner of those certain parcels of land that the Veterans of Foreign Wars "Veterans Center and Community Support Activities Site" and the "Addition to the Veterans Center and Community Support Activities Site" is on; and

WHEREAS, the Lessee has occupied the site since 1972 under a revocable permit issued by the State of Hawaii; and

WHEREAS, the State of Hawaii through Executive Order Nos. 4087 and 4342 has assigned control and management of the area to the County of Maui; and

WHEREAS, the County of Maui supports Lessee and hopes to assist Lessee by issuing this Lease so that Lessee may continue its occupation of 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 Premises shall comprise the area known as the "Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:003, set aside by Governor's Executive



Order No. 4087, containing an area of approximately 0.398 acres, more particularly described and shown on Exhibit "a-1", attached hereto and made a part hereof, along with the area known as the "Addition to the Veterans Center and Community Support Activities Site", situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as Tax Map Key No. (2) 3-9-007:005(por.), set aside by Governor's Executive Order No. 4342, containing an area of approximately 1.880 acres, more particularly described and shown on Exhibit "a-2", attached hereto and made a part hereof, hereinafter collectively referred to as the "Premises".

B. Use of Premises. Lessee shall use the Premises solely for Veterans Center and Community Support Activity purposes. 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") and the State of Hawaii, Board of Land and Natural Resources ("BLNR").

C. Public Pedestrian Access Corridor. A public pedestrian access corridor from Uluniu Road to the shoreline shall remain open and accessible along the southern boundary of the Premises. Said access corridor shall be at least ten (10) feet wide.

D. Term. This Lease shall commence upon execution and expire upon the 30th day of June 2026, unless sooner terminated as provided herein.

E. Cancellation. The Lease shall be subject to immediate cancellation in the event of disapproval of either Executive Order 4342 or Executive Order 4087, by the Hawaii State Legislature pursuant to Section 171-11, Hawaii Revised Statutes.

F. Rent. Lessor reserving and the Lessee yielding and paying to the Lessor a rental of ONE HUNDRED AND NO/100 DOLLARS (\$100.00) per annum, payable to the County of Maui, Department of Finance, at Lessor's address designated herein or as otherwise designated in writing by Lessor to Lessee.

G. Additional Covenants, Terms and Conditions. Additional covenants, terms and conditions of this Lease are set forth in Exhibit "a-3" attached hereto and by reference made a part hereof.

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

\_\_\_\_\_  
GLENN T. CORREA  
Director of Parks and Recreation

By \_\_\_\_\_  
ALAN M. ARAKAWA  
Its Mayor

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
JEFFREY DEOKA  
Deputy Corporation Counsel  
County of Maui

By \_\_\_\_\_  
DANILO F. AGSALOG  
Its Director of Finance

S:\ALL\JTU\PARKS\AGREEMENTS\LEASES\VFH Lease\VFH Lease.wpd

APPROVED BY THE BOARD OF LAND  
AND NATURAL RESOURCES AT ITS  
MEETING HELD ON: March 9, 2012

APPROVED:

\_\_\_\_\_  
William J. Aila, Jr.  
Chairperson  
Board of Land and Natural  
Resources

APPROVED AS TO FORM  
Cindy A. Young  
\_\_\_\_\_  
Deputy Attorney General, State of Hawaii

LESSEE:

VETERANS OF FOREIGN WARS OF THE  
UNITED STATES WILBERT WAH HUTOM  
POST 3850

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

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

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

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

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

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

STATE OF HAWAII       )  
                              )  
COUNTY OF MAUI       )       SS.

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared ALAN M. ARAKAWA, 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 ALAN M. ARAKAWA 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 |                         |
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STATE OF HAWAII       )  
                              ) SS.  
COUNTY OF MAUI       )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared DANILO F. AGSALOG, 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 DANILO F. AGSALOG 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 |                         |
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STATE OF \_\_\_\_\_ )  
 ) SS.  
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\_\_\_\_\_ )

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.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

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

| NOTARY PUBLIC CERTIFICATION |                         |
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STATE OF \_\_\_\_\_ )  
 ) ss.  
\_\_\_\_\_ )

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.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_

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

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

| NOTARY PUBLIC CERTIFICATION |                         |
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| Notary Signature: _____     |                         |
| Date: _____                 |                         |






Maui, being that parcel of land situate at Waiohuli, Wailuku, Maui, Hawaii, designated as "Veterans Center and Community Support Activities Site," containing an area of 0.398 acre, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 23,877 and dated October 27, 2004.

SUBJECT, HOWEVER, to the condition that upon cancellation of this executive order or in the event of non-use or abandonment of the premises or any portion thereof for a continuous period of one (1) year, or for any reason whatsoever, the County of Maui shall, within a reasonable time, restore the premises to a condition satisfactory and acceptable to the Department of Land and Natural Resources, State of Hawaii.

SUBJECT, FURTHER, to disapproval by the Legislature by two-thirds vote of either the Senate or the House of Representatives or by majority vote of both, in any regular or special session next following the date of this Executive Order.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Hawaii to be affixed. Done at the Capitol at Honolulu this 24th day of November, 2004.

  
\_\_\_\_\_  
Governor of the State of Hawaii  
u

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Deputy Attorney General

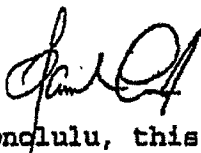
Dated: November 10, 2004

STATE OF HAWAII

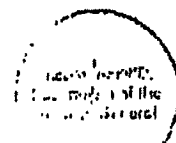
Office of the Lieutenant Governor

THIS IS TO CERTIFY That the within is a true copy of  
Executive Order No. 4087 setting aside land for public  
purposes, the original of which is on file in this office.

IN TESTIMONY WHEREOF, the Lieutenant  
Governor of the State of Hawaii, has  
hereunto subscribed his name and caused  
the Great Seal of the State to be affixed.



DONE in Honolulu, this 30th day of  
November, A.D. 2004





**STATE OF HAWAII**

**SURVEY DIVISION**

**DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU**

**C.S.F. No. 23,877**

**October 27, 2004**

**VETERANS CENTER  
AND COMMUNITY SUPPORT ACTIVITIES SITE**

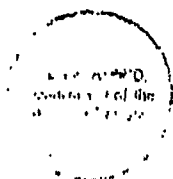
**Waiohuli, Waihuku, Maui, Hawaii**

**Being a portion of the Government (Crown) Land of Waiohuli.**

**Being also Lot A of Waiohuli-Keokea Beach Lots.**

**Beginning at the southeast corner of this parcel of land, at the northeast corner of Grant 13285 to Yil Bok Chur and Uhn Hay Chur and on the west side of Uluhiu Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KALI" being 7861.20 feet North and 24,666.80 feet West, thence running by azimuths measured clockwise from True South:-**

- 1. 79° 59' 86.60 feet along Grant 13285 to Yil Bok Chur and Uhn Hay Chur;**
- 2. 169° 59' 200.00 feet along the Government Beach Reserve;**
- 3. 259° 59' 86.60 feet along the Government Beach Reserve;**



**EXHIBIT "A"**

C.S.F. No. 23,877

October 27, 2004

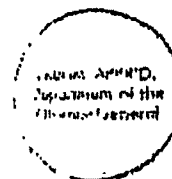
4. 349° 59'

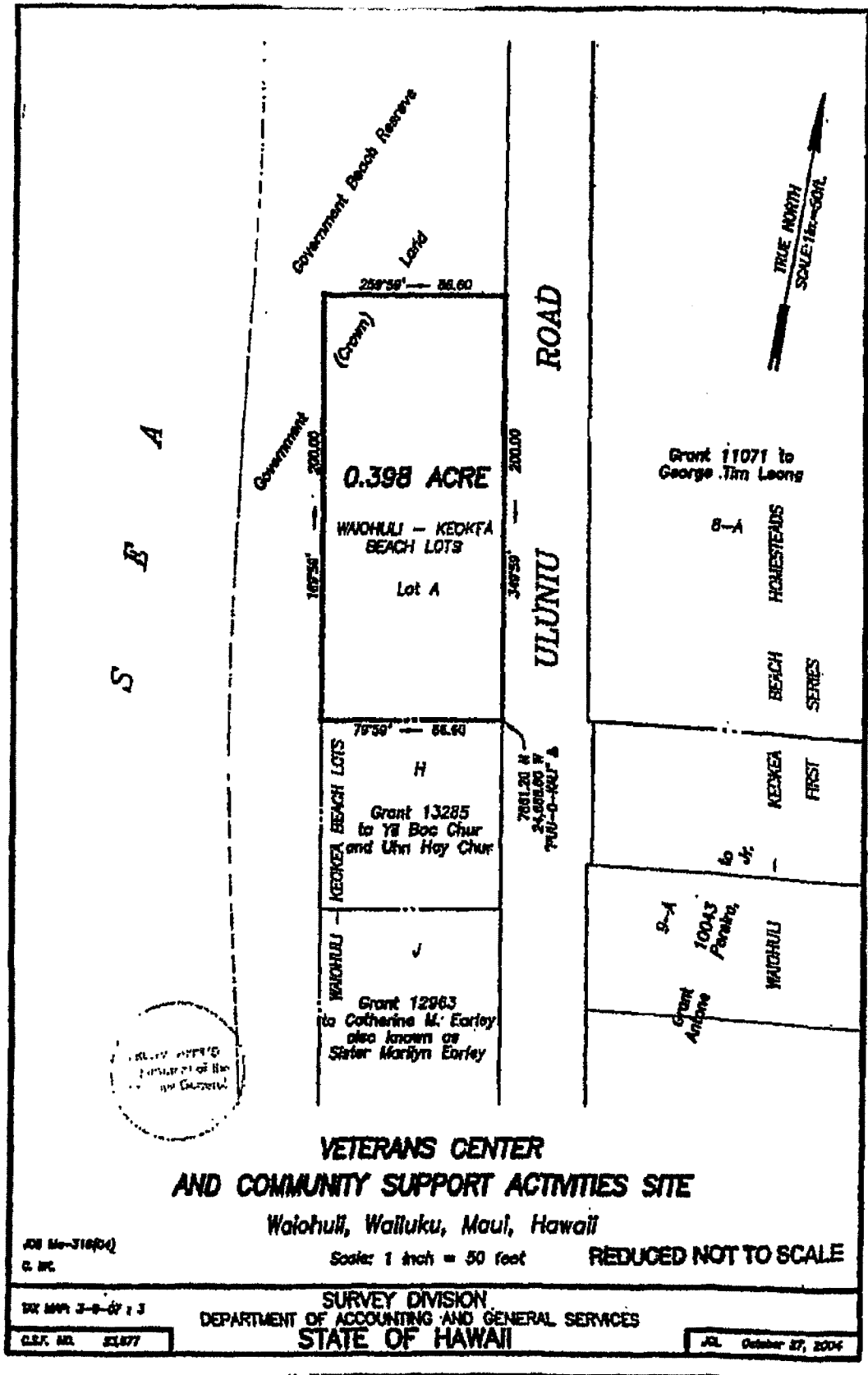
200.00 feet along the west side of Uluhiu Road to the  
point of beginning and containing an  
AREA OF 0.398 ACRE.

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By: Glenn J. Kodani  
Glenn J. Kodani  
Land Surveyor gm

Compiled from CSF 22539  
and other Govt. Survey Records.







Government Beach Reserve, situate at Waiohuli, Wailuku, Maui, Hawaii, and identified as "Addition to Veterans Center and Community Support Activities Site," containing an area of 1.880 acres, more particularly described in Exhibit "A" and delineated on Exhibit "B," both of which are attached hereto and made parts hereof, said exhibits being respectively, a survey description and survey map prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, both being designated C.S.F. No. 25,001 and dated October 20, 2010.

SUBJECT, HOWEVER, to the condition that upon cancellation of this executive order or in the event of non-use or abandonment of the premises or any portion thereof for a continuous period of one (1) year, or for any reason whatsoever, the County of Maui shall, within a reasonable time, restore the premises to a condition satisfactory and acceptable to the Department of Land and Natural Resources, State of Hawaii.


SUBJECT, FURTHER, to disapproval by the Legislature by two-thirds vote of either the Senate or the House of Representatives or by majority vote of both, in any regular or special session next following the date of this Executive Order.

This executive order does not authorize the recipient of the set aside to sell or exchange or otherwise relinquish the State of Hawaii's title to the subject public land.

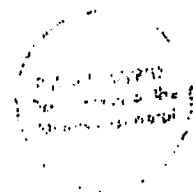
IN WITNESS WHEREOF, I have hereunto set my hand and caused the Great Seal of the State of Hawaii to be affixed.  
Done at the Capitol at Honolulu this 22<sup>nd</sup> day of  
NOVEMBER, 2010.

  
Governor of the State of Hawaii

APPROVED AS TO FORM:

  
Deputy Attorney General

Dated: November 12, 2010

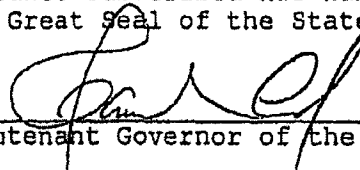


STATE OF HAWAII

Office of the Lieutenant Governor

THIS IS TO CERTIFY That the within is a true copy of  
Executive Order No. 4342 setting aside land for public  
purposes, the original of which is on file in this office.

IN TESTIMONY WHEREOF, the Lieutenant  
Governor of the State of Hawaii, has  
hereunto subscribed his name and caused  
the Great Seal of the State to be affixed.

  
\_\_\_\_\_  
Lieutenant Governor of the State of Hawaii

DONE in Honolulu, this 22nd day of  
November, A.D. 2010





STATE OF HAWAII  
SURVEY DIVISION  
DEPT. OF ACCOUNTING AND GENERAL SERVICES  
HONOLULU

C.S.F. No. 25,001

October 20, 2010

ADDITION TO  
VETERANS CENTER AND COMMUNITY SUPPORT ACTIVITIES SITE

Waiohuli, Waifuku, Maui, Hawaii

Being a portion of Government (Crown) Land of Waiohuli.

Being also a portion of the Government Beach Reserve.

Beginning at the east corner of this parcel of land, at the northeast corner of Veterans Center and Community Support Activities Site, Governor's Executive Order 4087 and on the west side of Ulunlu Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KALI" being 8058.15 feet North and 24,701.59 feet West, thence running by azimuths measured clockwise from True South:-

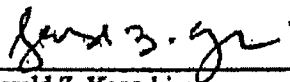
- |             |   |
|-------------|---|
| 1. 79° 59'  | 86.60 feet along Veterans Center and Community Support Activities Site, Governor's Executive Order 4087;  |
| 2. 349° 59' | 200.00 feet along Veterans Center and Community Support Activities Site, Governor's Executive Order 4087; |
| 3. 79° 59'  | 233.40 feet along the remainder of the Government Beach Reserve;  |

C.S.P. No. 25,001

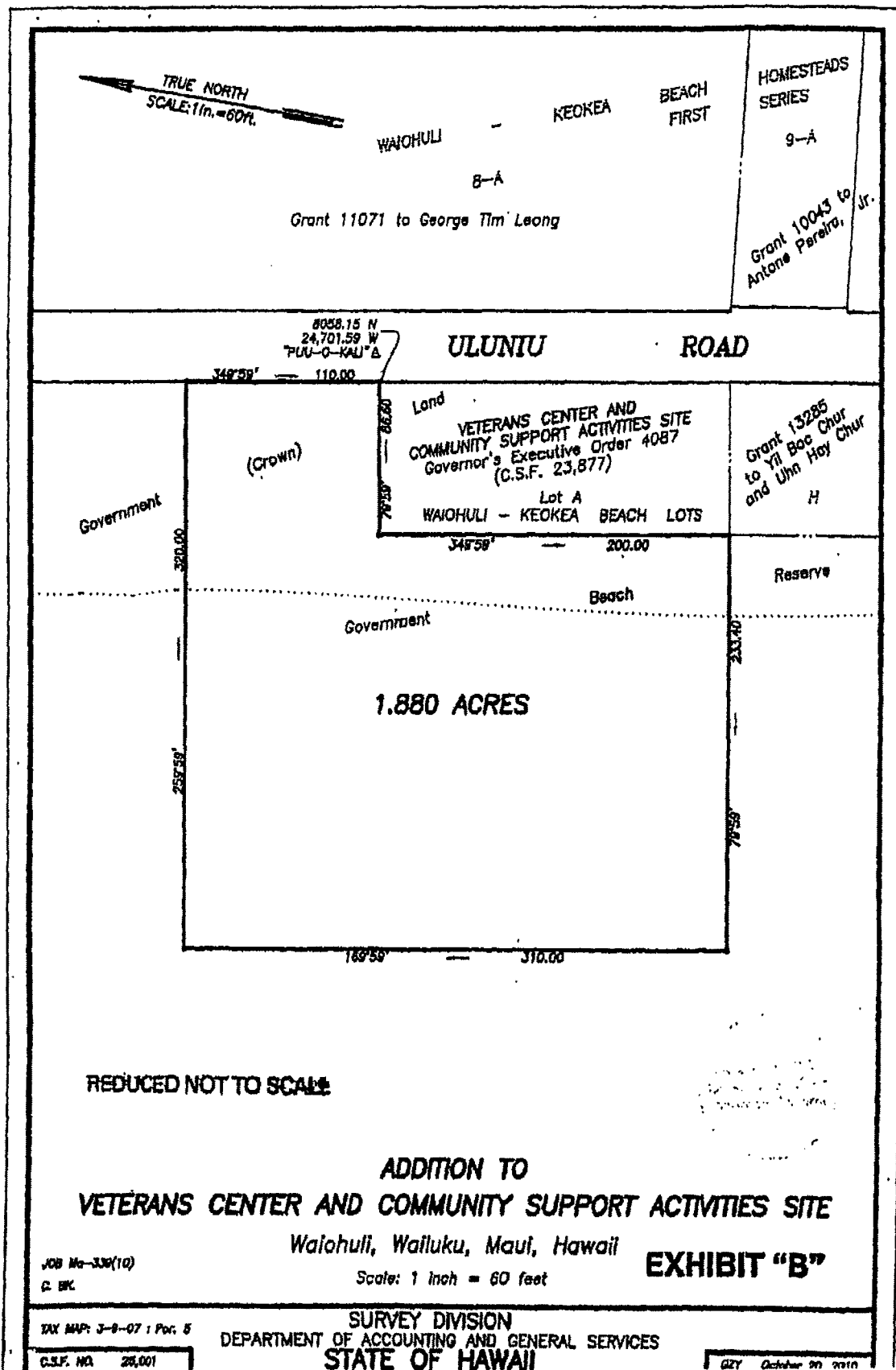
October 20, 2010

- |    |          |   |
|----|----------|---|
| 4. | 169° 59' | 310.00 feet along the remainder of the Government Beach Reserve;  |
| 5. | 259° 59' | 320.00 feet along the remainder of the Government Beach Reserve;  |
| 6. | 349° 59' | 110.00 feet along the west side of Uluhiu Road to the point of beginning and containing an AREA OF 1.880 ACRES. |

SURVEY DIVISION  
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES  
STATE OF HAWAII

By:   
Gerald Z. Yonashiro  
Land Surveyor ry

Compiled from map and desc. furn. by  
Newcomer-Lee Land Surveyors, Inc.  
Said map and desc. have been examined  
and checked as to form and mathematical  
correctness but not on the ground by the  
Survey Division.



**EXHIBIT "a-3"**  
**COVENANTS, TERMS AND CONDITIONS**

RESERVING UNTO THE STATE OF HAWAII THE FOLLOWING:

1. Minerals and Waters.

A. All minerals as hereinafter defined, in, on or under the Premises and the right, on its own behalf or through persons authorized by it, to prospect for, mine and remove such minerals and to occupy and use so much of the surface of the ground as may be required for all purposes reasonably extending to the mining and removal of such materials by any means whatsoever including strip mining. "Minerals" as used herein, shall mean any or all oil, gas, coal, phosphate, sodium, sulphur, iron, titanium, gold, silver bauxite, bauxitic clay, dispore, boehmite, laterite, gibbsite, alumina, all ores of aluminum and without limitation thereon all other mineral substances and ore deposits, whether solid, gaseous or liquid, including all geothermal resources, in, on, or under the land, fast or submerged; provided that "minerals" shall not include sand, gravel, rock or other material suitable for use and used in general construction in furtherance of Lessee's permitted activities on the Premises and not for sale to others.

B. All surface and ground water appurtenant to the demised land and the right on its own behalf or through persons authorized by it, to capture, divert or impound the same and to occupy and use so much of the Premises as may be required in the exercise of this right reserved; provided, however, that as a condition precedent to the exercise by the State of Hawaii of the rights reserved in this paragraph, just compensation shall be paid to Lessee for any of Lessee's improvements taken.

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

1. 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, Lessee 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.

2. 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.

3. 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.

4. Indemnification. Lessee shall indemnify and save Lessor and the State of Hawaii harmless against and from any and all suits, claims, damages, judgments, costs and expenses, including reasonable attorney's fees, arising from Lessee's use of the Premises, the construction of Lessee's improvements, the failure of Lessee to observe and perform any of the covenants, obligations, rules, regulations, provisions, terms and conditions of this Lease, or any act of negligence or failure to act of Lessee, its agents, contractors, servants, employees, concessionaires or licensees in or about the demised Premises or in connection with this Lease. In the event that any action or proceeding be brought against Lessor, the State of Hawaii, or both (in addition to Lessee) by reason of any such claim, even though such claim be based on alleged fault of Lessor, the State of Hawaii, or both, Lessee agrees to pay the reasonable costs and expenses thereof, secured against Lessee by reason of such action or proceeding. The obligations of Lessee under this section shall survive the expiration or earlier termination of the Lease without limitation.

5. Costs of Litigation. In case Lessor and/or the State of Hawaii, without any fault on their respective parts, 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 and/or the State of Hawaii. Lessee shall pay all costs and expenses, including attorneys fees, which may be incurred by or paid by Lessor and/or the State of Hawaii 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.

6. 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 and the State of Hawaii. All inventory, property, vehicles, approved improvements and equipment of Lessee shall be kept, placed or stored at the sole risk of Lessee, and Lessor shall not be responsible or liable for any damage thereto or loss or theft thereof, including subrogation claims by Lessee's insurance carriers.

7. "As Is" Condition. Lessor has not made and shall not make, any representation or warranty, implied or otherwise, with respect to the condition of the premises, including but not limited to (a) any express or implied warranty of merchantability or fitness for any particular purpose or (b) any dangerous or defective conditions existing upon the premises, whether or not such conditions are known to Lessor or reasonably discoverable by Lessee. Lessee accepts the Premises in a completely "as is" condition, with full assumption of the risks, and consequences of such conditions.

8. 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 and the State of Hawaii from and against all attachments, liens, charges and encumbrances and all expenses resulting therefrom, including attorney's fees.

9. 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.

10. 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 and the BLNR. Alterations or improvements on the Premises approved by the Director and the BLNR, 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.

11. 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 time remain, the property of the Lessor or the State of Hawaii, as applicable.

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

13. 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.

14. 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 and the State of Hawaii 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.

15. Rights of Way and Easements. Lessor reserves the right, subject to the approval of the BLNR, 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.

16. Access to Information. Lessee shall provide Lessor and the BLNR with access to Lessee's books, records, assets, facilities, and all other information relative to the operation of the Veterans Center and Community Support Activities Site, as deemed necessary in the judgment of Lessor and, if applicable, the BLNR.

17. 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, the State of Hawaii, and their respective officers, employees and agents as "Additional Named Insured", and shall include a duty to defend Lessor, State of Hawaii, and their respective 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 State of Hawaii, 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 of Maui with a copy of the renewed insurance policy certificate together with the required endorsements.

Unless waived by Lessor and the State of Hawaii, 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 and the State of Hawaii 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 of the Department of Finance, the BLNR, or both, Lessee shall obtain and maintain such coverage.

18. Property Insurance. Lessee shall, unless otherwise agreed to through the joint decision and discretion of the Director of the Department of Finance and the State of Hawaii, 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 not 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.

19. Fire Insurance. Lessee shall, unless otherwise agreed to through the joint decision and discretion of the Director of the Department of Finance and the State of Hawaii, 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 the State of Hawaii, 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 and the State of Hawaii, as each entities respective interests may appear, and shall be deposited with the County of Maui and the State of Hawaii. 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 of Maui and the State of Hawaii; provided, however that with the approval of the County of Maui and the State of Hawaii, 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 of Maui and the State of Hawaii retaining each entities respective interest in the remaining proceeds of said proceeds.

20. 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.

21. 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.

22. 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.

23. 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.

24. 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.

25. 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.

26. 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 and the State of Hawaii 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.

27. 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.

28. 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.

29. 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.

30. 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.

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

32. 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.

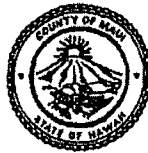
If a party has designated an agent for service of process, notice to the agent shall conclusively be deemed service on the party. A party shall have the right from time to time to change its address for receipt of notice and to specify any other address within the United States of America by giving written 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.

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

Lease, and have thoroughly discussed all aspects of this Lease with their respective counsel. The parties are voluntarily entering into this Lease and no party or its agents, representatives, or attorneys have made any representations concerning the terms or effects of this Lease other than those contained herein.

**END OF EXHIBIT "a-3"**

ALAN M. ARAKAWA  
Mayor



SCOTT K. TERUYA  
Administrator

GARY MADRAGA  
Assistant Administrator

COUNTY OF MAUI  
DEPARTMENT OF FINANCE

REAL PROPERTY TAX DIVISION

70 E. KAAHUMANU AVENUE, SUITE A-16, KAHULUI, MAUI, HAWAII 96732-2196

Assessment: (808) 270-7297 | Billing and Collection: (808) 270-7697 | Fax: (808) 270-7884  
[www.mauipropertytax.com](http://www.mauipropertytax.com)

TO: Glenn Correa, Director of Parks and Recreation  
VIA: Danny Agsalog, Director of Finance  
FROM: Karl K. Stockwell, Real Property Appraiser *KKS*  
DATE: July 25, 2011  
SUBJECT: Fair Market Rent for TMK 3-9-007-003

Pursuant to your memo dated July 14, 2011, below is an estimate of the fair market rent of the above stated property as of January 1, 2011.

Fair Market Rent

|   |             |             |
|---|-------------|-------------|
| Land (17,337 sf)                                  | \$3,900,800 | \$3,950,000 |
| Building (468 sf) Carport (800 sf) Shed (1450 sf) | \$ 49,200   | X 0.09      |
| Total Value                                       | \$3,950,000 | \$ 355,500  |

Using the prevailing fair market rental rate per annum of 9%, the total estimated annual fair market rent is \$355,500. The estimate is based on the certified assessment of the parcel (\$3,950,000) as of January 1, 2011, using the mass appraisal techniques of the Real Property Tax Division.

The purpose of this appraisal is to estimate the fair market rate for TMK 3-9-007-003, utilizing the mass appraisal techniques of the Real Property Tax Division. It is prepared solely for the use of the Department of Parks and Recreation and is not used for lending or any other purpose. The above parcel has not been inspected due to time constraints.

If you have any questions, please contact me at 270-7291.

Attachment

Cc: Scott K. Teruya, RPT Administrator  
Office File

ALAN ARAKAWA  
Mayor



SCOTT K. TERUYA  
Administrator

GERY MADRAGA  
Assistant Administrator

COUNTY OF MAUI  
DEPARTMENT OF FINANCE

REAL PROPERTY TAX DIVISION

70 E. KAAHUMANU AVENUE, SUITE A-16, KAHULUI, MAUI, HAWAII 96732  
Assessment: (808) 270-7297 | Billing and Collection: (808) 270-7697 | Fax (808) 270-7884  
[www.mauirealtytax.com](http://www.mauirealtytax.com)

TO: Glenn Correa, Director of Parks and Recreation  
VIA: Danny Agsalog, Director of Finance  
FROM: Edward T. Paa, Real Property Appraiser *EP*  
DATE: July 26, 2011  
SUBJECT: Fair Market Rent for TMK 3-9-007-005 (por)

Pursuant to your memo dated July 14, 2011, below is an estimate of the fair market rent of the above stated property as of January 1, 2011.

Fair Market Rent

|                  |               |
|------------------|---------------|
| Land (64,543 sf) | \$174,600     |
|                  | <u>X 0.09</u> |
| Total Value      | \$ 15,714     |

Using the prevailing fair market rental rate per annum of 9%, the total estimated annual fair market rent is \$15,714. The estimate is based on the certified assessment of the parcel (\$174,600) as of January 1, 2011, using mass appraisal techniques of the Real Property Tax Division.

The purpose of this appraisal is to estimate the fair market rent for TMK 3-9-007-005 (por), utilizing mass appraisal techniques of the Real Property Tax Division. It is prepared solely for the use of the Department of Parks and Recreation and is not to be used for lending or any other purpose. The above parcel has not been inspected due to time constraints.

If you have questions, please contact me at 270-7297.

Attachments

cc: Scott K. Teruya, RPT Administrator  
Office file



**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; and
2. Comply with all provisions of the rules and regulations relating to Chapter 3.36 of the Maui County Code, as amended; and
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; and
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; and
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; and
6. Comply with all terms and conditions as specified in the lease document; and
7. In the event the Grantee fails to adhere to any of the conditions listed here, the County may terminate the lease.

**EXHIBIT "C"**

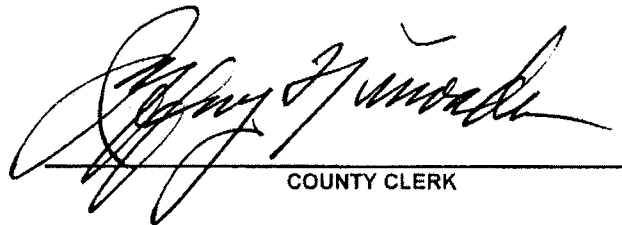
# COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

## CERTIFICATION OF ADOPTION

It is HEREBY CERTIFIED that RESOLUTION NO. 12-98 was adopted by the Council of the County of Maui, State of Hawaii, on the 21st day of September, 2012, by the following vote:

| MEMBERS   | Dennis A.<br>MATEO<br>Chair | Joseph<br>PONTANILLA<br>Vice-Chair | Gladys C.<br>BAISA | Robert<br>CARROLL | Eleanora<br>COCHRAN | Donald G.<br>COUCH, JR. | G. Riki<br>HOKAMA | Michael P.<br>VICTORINO | Michael E.<br>WHITE |
|-----------|-----------------------------|------------------------------------|--------------------|-------------------|---------------------|-------------------------|-------------------|-------------------------|---------------------|
| ROLL CALL | Aye                         | Aye                                | Aye                | Aye               | Aye                 | Aye                     | Aye               | Aye                     | Excuse              |



---

COUNTY CLERK

VETERANS OF FOREIGN WARS  
VETERANS CENTER  
AND  
COMMUNITY SUPPORT ACTIVITIES SITE  
FIRST AMENDMENT TO LEASE

THIS FIRST AMENDMENT TO LEASE, entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, 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 the VETERANS OF FOREIGN WARS OF THE UNITED STATES WILBERT WAH HUTOM POST 3850, a Hawaii nonprofit corporation, whose mailing address is P.O. Box 2136, Wailuku, Maui, Hawaii 96793, hereinafter referred to as "Lessee", and collectively referred to as the "Parties";

RECITALS:

WHEREAS, the Parties entered into a Lease dated March 11, 2013, on file with the Director of Finance and incorporated herein by reference; and

WHEREAS, Lessee desires to extend the term of the Lease and amend the rent amount per annum; and

NOW, THEREFORE, the parties agree as follows:

1. D. Term., is amended in its entirety to read as follows:

D. Term. This Lease shall commence upon execution and expire upon the 30<sup>th</sup> day of June 2056, unless sooner terminated as provided herein.

2. F. Rent., is amended in its entirety to read as follows:

F. Rent. Lessor reserving and the Lessee yielding and paying to the lessor a rental of ONE DOLLAR (\$1.00) per annum, payable to the County of Maui, Department of Finance, at Lessor's address designated herein or as otherwise designated in writing by Lessor to Lessee. Lessee may pay the entire rent in advance.

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

IN WITNESS WHEREOF, the parties hereto have executed these presents the day, month and year first above written.

LESSOR:

APPROVAL RECOMMENDED:

COUNTY OF MAUI

\_\_\_\_\_  
BUTCH KAALA BUENCONSEJO  
Director of Parks and Recreation

By

\_\_\_\_\_  
ALAN M. ARAKAWA  
Its Mayor

APPROVED AS TO FORM  
AND LEGALITY:


\_\_\_\_\_  
JEFFREY UEOKA  
Deputy Corporation Counsel  
County of Maui

By\_\_\_\_\_  
DANILO F. AGSALOG  
Its Director of Finance

S:\ALL\JTU\PARKS\AGREEMENTS\LEASES\VFW Lease\VFW First Amendment to Lease (2.16.16).docx

APPROVED BY THE BOARD OF LAND  
AND NATURAL RESOURCES AT ITS  
MEETING HELD ON: March 11, 2016.

APPROVED AS TO FORM

\_\_\_\_\_  
Deputy Attorney General, State of Hawaii

LESSEE:

VETERANS OF FOREIGN WARS OF  
THE UNITED STATES WILBERT  
WAH HUTOM POST 3850

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

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

Its \_\_\_\_\_

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

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

Its \_\_\_\_\_

STATE OF HAWAII       )  
                                  )  
COUNTY OF MAUI       )       SS.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_, before me personally appeared ALAN M. ARAKAWA, 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 ALAN M. ARAKAWA 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<br>Circuit: _____ |
| Doc.<br>Description: _____  |                            |
| _____                       |                            |
| _____                       |                            |
| _____                       |                            |
| [Stamp or Seal]             |                            |
| Notary<br>Signature: _____  |                            |
| Date: _____                 |                            |

STATE OF HAWAII       )  
                                  ) SS.  
COUNTY OF MAUI       )

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me appeared DANILO F. AGSALOG, 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 DANILO F. AGSALOG 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<br>Circuit: _____ |
| Doc.<br>Description: _____  |                            |
| _____                       |                            |
| _____                       |                            |
| _____                       |                            |
| [Stamp or Seal]             |                            |
| Notary<br>Signature: _____  |                            |
| Date: _____                 |                            |

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

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 Hawaii

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

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

| NOTARY PUBLIC CERTIFICATION |                            |
|-----------------------------|----------------------------|
| Doc. Date: _____            | # Pages: _____             |
| Notary Name: _____          | Judicial<br>Circuit: _____ |
| Doc.<br>Description: _____  |                            |
| _____                       |                            |
| _____                       |                            |
| _____                       |                            |
| [Stamp or Seal]             |                            |
| Notary<br>Signature: _____  |                            |
| Date: _____                 |                            |



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

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 Hawaii

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

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

| NOTARY PUBLIC CERTIFICATION |                            |
|-----------------------------|----------------------------|
| Doc. Date: _____            | # Pages: _____             |
| Notary Name: _____          | Judicial<br>Circuit: _____ |
| Doc.<br>Description: _____  |                            |
| _____                       |                            |
| _____                       |                            |
| _____                       |                            |
| [Stamp or Seal]             |                            |
| Notary<br>Signature: _____  |                            |
| Date: _____                 |                            |