

State of Hawai'i
DEPARTMENT OF LAND AND NATURAL RESOURCES
Division of State Parks
Honolulu, Hawai'i 96813

February 14, 2025

Board of Land and Natural Resources
State of Hawai'i
Honolulu, Hawai'i

Kaua'i

Authorize the Construction of a Comfort Station, Septic System Improvements, and Associated Improvements at the Parking Lot at Hā'ena State Park, Kaua'i, Hawai'i, Tax Map Key: TMK: (4) 5-9-008:001, by Hui Maka'āinana o Makana. The link to the EIS: <https://dlnr.hawaii.gov/dsp/files/2018/05/FEIS-BLNR-with-Appendices.pdf>

APPLICANT:

Hui Maka'āinana o Makana, a 501(c)(3) nonprofit organization.

LEGAL REFERENCE:

Hawaii Revised Statutes (HRS) § 171-7 and -55

LOCATION:

Portion of Government Lands of Hā'ena State Park, Kaua'i, Hawai'i, identified by TMK: (4) 5-9-008:001, as shown on the map attached as EXHIBIT A.

AREA:

Parking Area: An approximate .5-acre area, more or less.

ZONING:

State Land Use District: Conservation
County of Kauai CZO: P-1

TRUST LAND STATUS:

Section 5(b) lands of the Hawai'i Admission Act
DHHL 30% entitlement lands pursuant to Hawai'i State Constitution: NO

CURRENT USE STATUS:

Encumbered by Governor’s Executive Order 3391, effective September 13, 1988, setting aside land for state park purposes to be under the control and management of the State of Hawai’i, Department of Land and Natural Resources, Division of State Parks (DSP).

CHARACTER OF USE:

For the construction of a comfort station, septic system, and associated improvements (the Project).

CHAPTER 343 ENVIRONMENTAL ASSESSMENT:

Both the proposed uses, and the related park improvements to implement this agreement were included in the Hā’ena State Park Master Plan: Final Environmental Impact Statement (FEIS) accepted by Governor David Ige on June 25, 2018, published on July 18, 2018.

The Hā’ena State Park Master Plan (Master Plan) was approved by the Department of Land and Natural Resources (DLNR) Chairperson Suzanne Case on August 13, 2018, on behalf of the Board of Land and Natural Resources (BLNR).

DCCA VERIFICATION:

Place of business registration confirmed:	YES
Registered business name confirmed:	YES
Applicant in good standing confirmed:	YES

REMARKS:

Hui Maka’āinana o Makana (Hui) is a 501 (c)(3) nonprofit organization chartered in 1999 with a focused place-based mission dedicated to perpetuating and teaching the skills, knowledge, and practices of our kupuna through the interpretation, restoration, care, and protection of the natural and cultural resources within Hā’ena State Park (Hā’ena SP). Since its inception until the issuance of the current Revocable Permit (RP) on July 12, 2021, the Hui has worked closely with DSP under a formal stewardship agreement to help improve Hā’ena SP and care for the natural and cultural resources found there. Through many thousands of hours of volunteer work, the Hui has transformed the tangled jungle of invasive trees which had grown up and covered the land into a healthier traditional cultural landscape. The Hui was also the driving force in establishing the first Community Based Subsistence Fishing Area (CBSFA) in the entire State and currently works closely with the Division of Aquatic Resources (DAR) in its ongoing management. Over the past six plus years, the Hui has worked to prepare for the

opportunity to manage Hā'ena SP, culminating with the issuance of Revocable Permit SP0002 (RP) for expanded management activities three years ago. This RP has provided an opportunity to gain experience, build capacity, and serves as a foundation for a long-term cooperative community and DSP management relationship as expressed in the Master Plan for Hā'ena SP.

The Hui contracts with The Hanalei Initiative (THI) for shuttle service. THI was established in the fall of 2018, with the mission to identify and solve the immediate and long-term community and environmental needs of Hanalei and Kaua'i's north shore. THI has three main areas of focus: parks and environment, transportation, and economic development, that align with the Hui's mandate. With a grant from the County of Kaua'i, THI operated a partially integrated shuttle service that served the north shore community and visitors to Hā'ena SP until the pandemic required its operations to shut down in March 2019. The Hui has managed the restart of the shuttle service with THI since July 2021. This relationship has provided the Hui with the ability to fully integrate a shuttle service as part of its overall management of Hā'ena SP under this RP.

With the funds generated after several years of operating and managing the reservation system, parking and entry and the shuttle service at Hā'ena SP, the Hui is seeking to construct a new comfort station at the park's parking lot. The new comfort station permits the public to use a restroom and facilities at the point of arrival, before entering the park's sensitive cultural landscape. The comfort station will relieve the stress on the current and only comfort station situated nearer the ocean at the Kalalau trailhead (a fifteen-minute walk from the parking lot) and prevent visitors from using the bushes outside the parking lot within a traditional agricultural complex, as observed by the Hui.

A septic system will also be constructed to support the new comfort station, situated beneath the current gravel-paved portion of the lot. With the construction of both the comfort station and accompanying septic system, the Hui will also need to construct associated and supporting improvements to the parking lot. However, the Project requires the written consent of BLNR.

Section A.9. of the RP provides that the permittee, the Hui, shall, "Obtain the prior written consent of the Board before making any major improvements." Section B.6. defines what a major improvement is, and the rights related to such improvements:

Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right, prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises, provided, however, that in the event the Permittee shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow,

the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.

Accordingly, the Hui is seeking BLNR's written consent for the Project, a major improvement. The Hui will fund the comfort station and septic system construction. The Hui has also consented to releasing ownership of the newly constructed improvements to the State upon completion of the Project.

On July 30, 2023, the Hui completed a Ka Pa'akai O Ka 'Āina Analysis for the Project, finding it will have no impact on any current cultural practices, no negative impacts to surrounding cultural sites, and there are otherwise no valued cultural, historical, or natural resources in the project area. Additionally, on September 19, 2023, the Office of Conservation and Coastal Lands determined that no Conservation District Use Permit is required for the Project, as the project is consistent with state-park purposes. On October 10, 2023, the Kaua'i Planning Commission approved DLNR-State Parks's application for a County Special Management Area permit (SMA(U)-2024-3) to construct the subject comfort station. The State of Hawai'i Department of Health found on October 10, 2023, that the septic system for the kāne portion of the comfort station conforms to the applicable provisions of Hawai'i Administrative Rules (HAR), Title 11, Chapter 62, Wastewater Systems, and found on October 29, 2023, that the septic system for the wahine portion of the comfort station likewise conforms to the applicable provisions of HAR, Title 11, Chapter 62, Wastewater Systems. Lastly, on November 27, 2023, the DLNR State Historic Preservation Division concurred that the Project will not affect historic properties.

The Hui has not had a lease, permit, easement, or other disposition of state lands terminated within the last five years due to non-compliance with such terms and conditions. Therefore, DSP recommends that BLNR approve the construction of the Project at Hā'ena SP.

RECOMMENDATION:

1. Authorize the construction of a comfort station at Hā'ena State Park by the Hui Maka'āinana o Makana.
2. Consent to the acceptance of ownership of said improvements upon completion of the Project.

Respectfully submitted,



CURT A. COTTRELL
Administrator
Division of State Parks

APPROVED FOR SUBMITTAL:

A handwritten signature in black ink, appearing to be 'Dawn N. S. Chang', with a stylized, cursive script.

DAWN N. S. CHANG
Chairperson
Board of Land and Natural Resources

EXHIBIT A -- Location Map
EXHIBIT B -- Design Photos
EXHIBIT C -- Revocable Permit

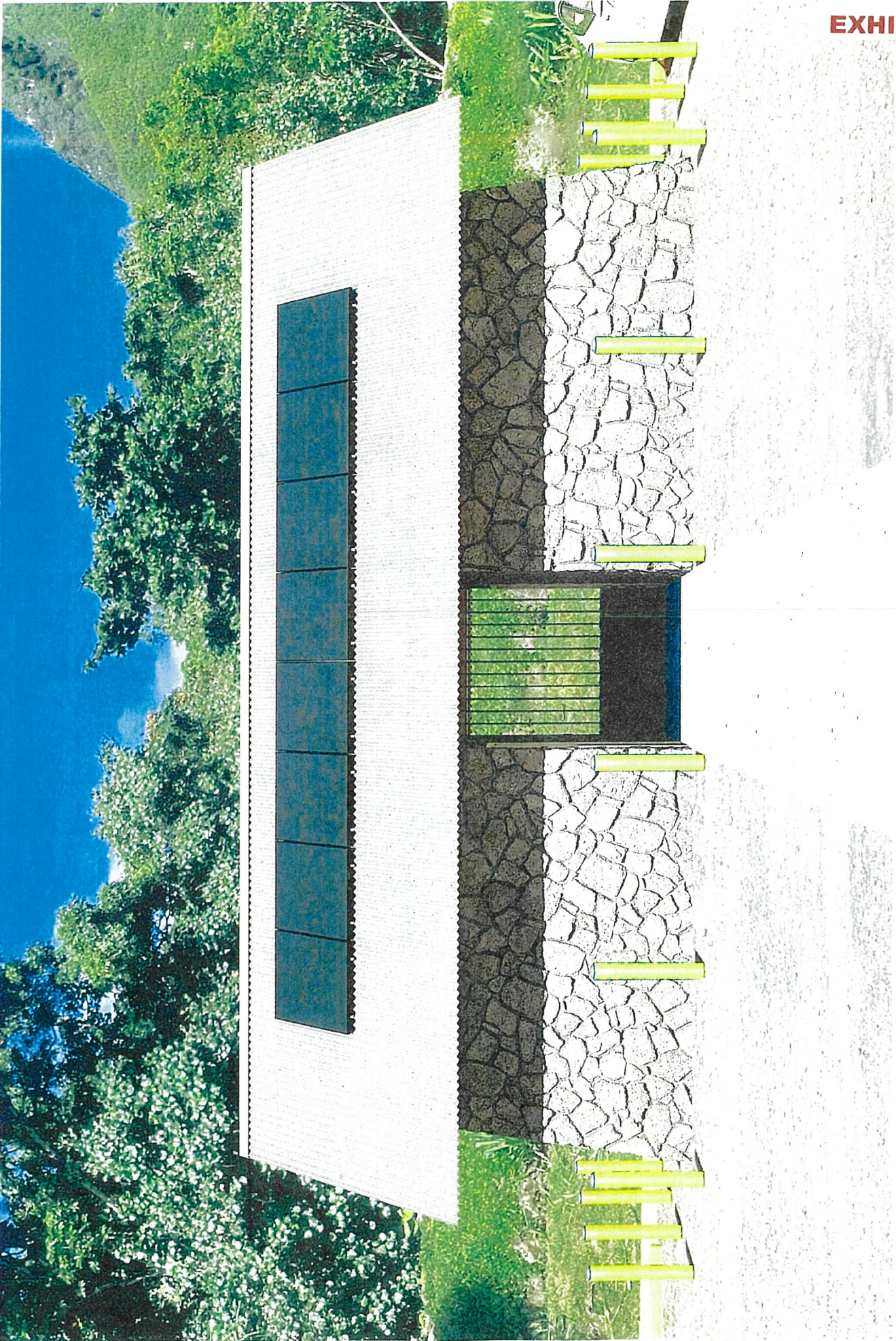


LEGEND

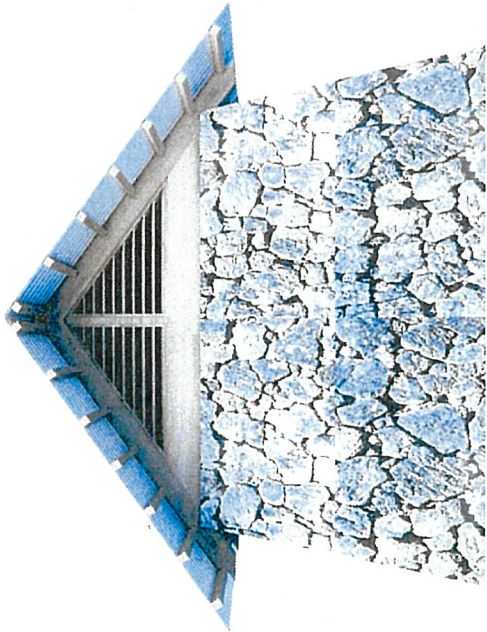
- A Welcome Hale
- B Bicycle Racks
- C Restrooms
- D Rehabilitate Allerton's Cottage for Hula/Park Use
- E Gate
- F Hula Complex
- G Pedestrian Path to Ke'e
- H Relocated Lifeguard Tower
- I Restored Auwai
- J Rehabilitate Montgomery House for Lo'i / Park Use
- K Picnic Areas w/ Tables
- L Parking Area
- M Alternate Helicopter Landing Zones
- N Restore Agricultural Complex
- O Turnaround & Shuttle Stop
- P Hāhau Wā'a
- Q Cultural Gathering Area & Traditional Hale
- R Rockfall Mitigation Measures
- S Staging Areas
- T Reconstructed Hale and Lo'i Interpretive Site
- ▲ Rockfall Hazard Warning Signs
- ★ Interpretive Displays
- Ocean Safety Signage
- Estimated Makai Boundary for Simulated Rockfall Hazard (AECOM 2013)

FIGURE 1
Master Plan
HA'ENA STATE PARK
 Department of Land and Natural Resources
 Island of Kauai

Source: Based on 2001 Community Preferred Master Plan Prepared by The Keith Companies
 Disclaimer: This Graphic has been prepared for general planning purposes only and should not be used for boundary interpretations or other spatial analysis.



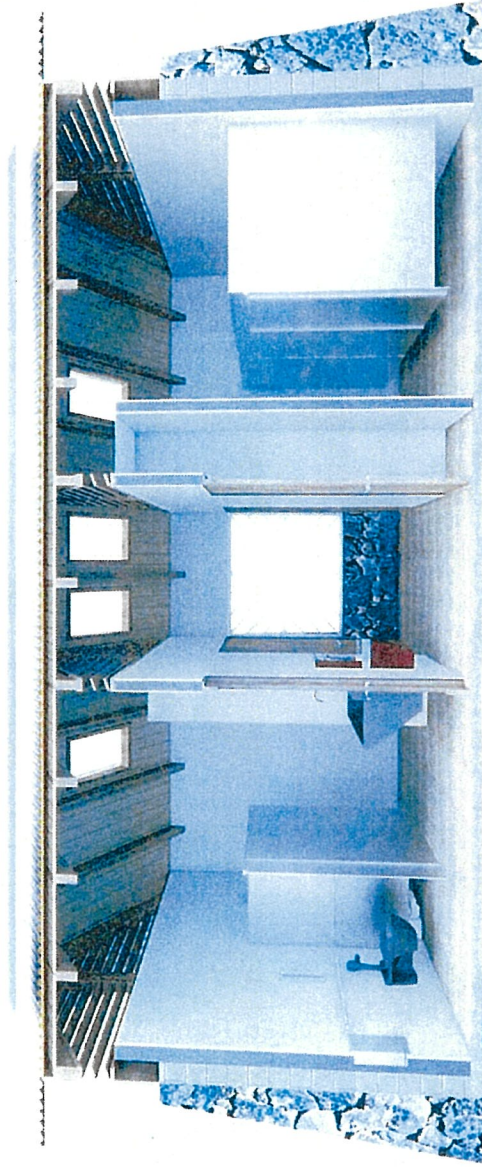
NOTE: DESIGN INTENT IMAGES ARE USED TO SHOW INTENT ONLY. IN CASE OF DISCREPANCY WITH WORKING DRAWINGS, ACTION SPECIFICATIONS, PLANTS USE PRECEDENT COMING FROM WORKING DRAWINGS AND/OR SPECIFICATIONS



3. EXTERIOR ELEVATION
A20



4. WALL CEILING AND RAFTER JOINT
A20



5. BUILDING SECTION
A20



DESIGN CONCEPTS 2424 KENEKE ST. SUITE 102, KILAUEA, HI 96754
P(808) 828-0160 F(808) 828-0162 DCHAMPAI.COM
HA'ENA STATE PARK

TMK # (4) 5-2-008-001-0000

SHEET

A20

DESIGN INTENT IMAGES
A20

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
STATE PARKS DIVISION

REVOCABLE PERMIT NO. SP-0002

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this 29TH day of July, 20 21, by and between the STATE OF HAWAII ("State)," by its Board of Land and Natural Resources ("Board)," and HUI MAKA'AINANA O MAKANA, a Hawaii nonprofit corporation (hereinafter called the "Permittee"), whose mailing address is P.O. Box 1225, Hanalei, Hawaii 96714. The parties agree that commencing on the 11TH day of July, 20 21, ("commencement date"), Permittee is permitted to enter and occupy, on a month-to-month basis only, pursuant to section 171-55, Hawaii Revised Statutes, that certain parcel of public land (and any improvements located thereupon) situate at Haena State Park, Kauai, Hawaii, tax map key nos. (4) 5-9-001:022 portion and (4) 5-9-008:001 portion, as indicated on the map attached hereto and made a part hereof, containing an approximate area of twenty (20) acres, more or less, hereinafter referred to as the "Premises."

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

1. Occupy and use the Premises for the following specified purposes only: for the management of a reservation system for the collection of parking fees, entry fees and shuttle services and resource enhancement.
2. Pay, at the Department of Land and Natural Resources Fiscal Office—P.O. Box 621, Honolulu, Hawai'i 96809—monthly rent in the sum of ONE HUNDRED PER CENT (100%) of the income from the entry fees including entry fees from shuttle patrons collected during the previous month, payable by the fifth of each and every month. If the Permittee does not conduct a shuttle service, Permittee shall instead pay to the State monthly rent in the sum of NINETY PER CENT (90%) of net operating income collected during the previous month, payable monthly by the fifth of each and every month.

Net operating income ("NOI") means net operating income collected for parking fees and entry fees within the Premises, after deducting any taxes, on parking fees and entry fees and credit card operating costs and all other costs specifically for the collection of entry fees and parking fees.



The Permittee shall be required to submit a monthly report of its revenues and expenses with its NOI calculations to the State without notice or demand, no later than two weeks after the last calendar day of the preceding month (from which the report is generated).

Each payment of rent shall be accompanied by a written statement (1) that is certified as correct by Permittee, or a person duly authorized by Permittee, (2) showing in accurate detail the amount of rent for the payment period, and (3) attaching reviewed, supporting financial statements, which have been prepared according to generally accepted accounting principles.

Permittee shall at all times keep and maintain accurate records of all business transactions and sales made in and from the Premises. State shall have the right at all reasonable times during business hours, through State's duly authorized agent, attorney, or accountant, to inspect and make copies of Permittee's records, accounts, and books in any way bearing on such transactions and sales (including copies of tax or information returns furnished any governmental authority), either at the Premises or at any other office of Permittee at which such books, records, and accounts may be kept, and to inspect the records, accounts and books in any way bearing on transactions and sales of any other person or firm selling goods or services in or from any part of the Premises.

All such information shall be held by State, its agents, attorneys, and accountants in strictest confidence.

If an audit discloses that Permittee has underpaid the rent due for any period, State shall notify Permittee in writing of such deficiency, and upon such notification, the deficient amount shall be immediately due and payable by Permittee. If an audit by State's accountant or by a licensed independent certified public accountant retained by State shall disclose that rent has been underpaid by two percent (2%) or more for any period under examination, State shall be entitled to reimbursement of all costs and expenses incurred in completing any such audit in addition to any deficiency (together with applicable interest, service charge and other charges) revealed or disclosed, in addition to any other remedies available in this Permit or otherwise.

If an audit discloses that Permittee has overpaid the rent due for any period, State shall notify Permittee in writing of such overpayment. Overpaid amounts shall be credited to and set off against rental amounts next due and payable following the date that such overpayment is discovered or revealed.

The interest rate on any unpaid or delinquent rentals shall be at one per cent (1%) per month.



If monthly rent is not received at the above address on or before the fifth day of the month for which it is due, then a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) per month for each delinquent payment shall be assessed and payable. The service charge is in addition to interest on unpaid or delinquent rentals. Interest shall not accrue on the service charge.

Payment of such service charge shall not excuse or cure any default by Permittee under this Permit.

3. Upon execution of this Permit, deposit with the Board an amount of FIVE THOUSAND AND NO/100 DOLLARS (\$5,000.00) as security, for the faithful performance of all of these terms and conditions.

The deposit will be returned to the Permittee upon termination or revocation of this Permit, if and only if all of the terms and conditions of this Permit have been observed and performed to the satisfaction of an authorized representative of the Department of Land and Natural Resources ("DLNR"). Otherwise, the deposit may, at the option of an authorized representative of the DLNR, be applied toward payment of any amounts owed hereunder, without waiving any of the Board's other rights hereunder.

4. At the Permittee's own cost and expense, keep any government-owned improvements located on the Premises insured against loss by fire and other hazards, casualties, and contingencies, for the full insurable value of those improvements. The policies shall name the State of Hawaii as an additional insured and loss payee and shall be filed with the DLNR. In the event of loss, damage, or destruction of those improvements, the DLNR shall retain from the proceeds of the policies those amounts it deems necessary to cover the loss, damage, or destruction of the government-owned improvements and the balance of those proceeds, if any, shall be delivered to the Permittee.
5. Give the Board not less than twenty-five (25) calendar days' notice, in writing, before vacating the Premises.
6. Pay all real property taxes assessed against the Premises from the commencement date of this Permit.
7. At its own cost and expense, observe, perform and comply with all laws, ordinances, rules and regulations of all governmental authorities now or at any future time during the term of this Permit applicable to the Premises, including, without limiting the generality of the foregoing, the Americans with Disabilities Act of 1990 and all regulations promulgated with respect thereto, as well as any other laws, ordinances, rules and regulations



imposing any requirements that the Premises be made accessible to persons with disabilities; and, release and indemnify the State of Hawaii against all actions, suits, damages and claims by whomsoever brought or made by reason of the nonobservance or nonperformance of any of said laws, ordinances, rules and regulations or of this covenant.

8. Repair and maintain all buildings or other improvements now or hereafter on the Premises.
9. Obtain the prior written consent of the Board before making any major improvements.
10. Keep the Premises and improvements in a clean, sanitary, and orderly condition.
11. Pay all charges, assessments, or payments for water, other utilities, and the collection of garbage as may be levied, charged, or be payable with respect to the Premises.
12. Not make, permit, or suffer, any waste, strip, spoil, nuisance or unlawful, improper, or offensive use of the Premises.
13. At all times with respect to the Premises, use due care for public safety.
14. Procure and maintain, at its own cost and expense, in full force and effect throughout the term of this Permit, general liability insurance, or its equivalent, with an insurance company or companies licensed or authorized to do business in the State of Hawaii with an AM Best rating of not less than "A- VIII" or other comparable and equivalent industry rating, in an amount of at least \$1,000,000.00 for each occurrence and \$2,000,000.00 in the aggregate, and with coverage terms acceptable to the Chairperson of the Board. The policy or policies of insurance shall name the State of Hawaii as an additional insured and a copy of the policy or other documentation required by the State shall be filed with the DLNR. The insurance shall cover the entire Premises, including all buildings, improvements, and grounds, and all roadways or sidewalks on or adjacent to the Premises in the use or control of the Permittee.

Prior to entry and use of the Premises or within fifteen (15) days after the commencement date of this Permit, whichever is sooner, furnish the State with a policy(s) or other documentation required by the State showing the policy(s) to be initially in force, keep the policy(s) or other documentation required by the State on deposit during the entire Permit term, and furnish a like policy(s) or other documentation required by the State upon each renewal of the policy(s). This insurance shall not be cancelled, limited in scope of coverage, or nonrenewed until after thirty (30) days written notice



has been given to the State. The State may at any time require the Permittee to provide the State with copies of the insurance policy(s) that are or were in effect during the permit period.

The State shall retain the right at any time to review the coverage, form, and amount of the insurance required by this Permit. If, in the opinion of the State, the insurance provisions in this Permit do not provide adequate protection for the State, the State may require Permittee to obtain insurance sufficient in coverage, form, and amount to provide adequate protection. The State's requirements shall be reasonable but shall be designed to assure protection for and against the kind and extent of the risks which exist at the time a change in insurance is required. The State shall notify Permittee in writing of changes in the insurance requirements, if any, and Permittee shall deposit copies of acceptable insurance policy(s) or other documentation required by the State thereof, with the State via the address listed below, incorporating the changes within thirty (30) days after receipt of the notice.

The procuring of the required policy(s) of insurance shall not be construed to limit Permittee's liability under this Permit, nor shall doing so release or relieve the Permittee of the indemnification provisions and requirements of this Permit. Notwithstanding the policy(s) of insurance, Permittee shall be obligated for the full and total amount of any damage, injury, or loss caused by Permittee's or the Permittee's employees, agents, officers, or invitees' negligence or neglect connected with this Permit. It is agreed that any insurance maintained by the State will apply in excess of, and not contribute with, insurance provided by Permittee's policy.

The insurance policy(s) or other documentation required by the State shall be mailed to:

Division of State Parks
Department of Land and Natural Resources, State of Hawaii
Box 621
Honolulu, Hawaii 96809

15. In case the State shall, without any fault on its part, be made a party to any litigation commenced by or against the Permittee (other than condemnation proceedings), the Permittee shall pay all costs, including reasonable attorney's fees, and expenses incurred by or imposed on the State.
16. The Permittee shall pay all costs, including reasonable attorney's fees, and expenses which may be incurred by or paid by the State in enforcing the covenants and agreements of this Permit, in recovering possession of



the Premises, or in the collection of delinquent rental, taxes, and any and all other charges.

B. Additional Conditions:

1. This Permit is issued and effective on a month-to-month basis. The Permit shall automatically terminate one year from the commencement date, unless earlier revoked as provided below, provided further that the Board may allow the Permit to continue on a month-to-month basis for additional one-year periods. Any such extension shall have the same terms and conditions as this Permit, except for the commencement date and any amendments to the terms, as reflected in the Board minutes of the meeting at which the Board acts. Permittee agrees to be bound by the terms and conditions of this Permit and any amendments to this Permit so long as Permittee continues to hold a permit for the Premises or continues to occupy or use the Premises.
2. The Board may revoke this Permit for any reason whatsoever, upon written notice to the Permittee at least thirty (30) calendar days prior to the revocation; provided, however, that in the event payment of rental is delinquent for a period of ten (10) calendar days or more, this Permit may be revoked upon written notice to the Permittee at least five (5) calendar days prior to the revocation.
3. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Permittee shall be liable for and shall pay the previously applicable monthly rent, computed and prorated on a daily basis, for each day the Permittee remains in possession.
4. If the Permittee fails to vacate the Premises upon revocation or termination of the Permit, the Board, by its agents, or representatives, may enter upon the Premises, without notice, and at Permittee's cost and expense remove and dispose of all vehicles, equipment, materials, or any personal property remaining on the Premises, and the Permittee agrees to pay for all costs and expenses of removal, disposition, or storage.
5. The Board may at any time increase or decrease the monthly rental by written notice at least thirty (30) business days prior to the date of change of rent. Upon such notice, the Permittee shall deposit with the Board any additional monies required to maintain an amount equal to two times the new monthly rental as security for the faithful performance of all of these terms and conditions.
6. Any major improvements, including but not limited to buildings and fences, erected on or moved onto the Premises by the Permittee shall remain the property of the Permittee and the Permittee shall have the right,



prior to the termination or revocation of this Permit, or within an additional period the Board in its discretion may allow, to remove the improvements from the Premises; provided, however, that in the event the Permittee shall fail to remove the improvements prior to the termination or revocation of this Permit or within an additional period the Board in its discretion may allow, the Board may, in its sole discretion, elect to retain the improvements or may remove the same and charge the cost of removal and storage, if any, to the Permittee.

7. The Board reserves the right for its agents or representatives to enter or cross any portion of the Premises at any time.
8. This Permit or any rights hereunder shall not be sold, assigned, conveyed, leased, mortgaged, or otherwise transferred or disposed of.
9. Permittee has inspected the Premises and knows the conditions thereof and fully assumes all risks incident to its use.
10. The acceptance of rent by the Board shall not be deemed a waiver of any breach by the Permittee of any term, covenant, or condition of this Permit nor of the Board's right to declare and enforce a forfeiture for any breach, and the failure of the Board to insist upon strict performance of any 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 term, covenant, condition, or option of this Permit.
11. The use and enjoyment of the Premises shall not be in support of any policy which discriminates upon any basis or in any manner that is prohibited by any applicable federal, state, or county law.
12. Permittee shall not cause or permit the escape, disposal, or release of any hazardous materials except as permitted by law. Permittee shall not allow the storage or use of such materials in any manner not sanctioned by law or by the highest standards prevailing in the industry for the storage and use of such materials, nor allow to be brought onto the Premises any such materials except to use in the ordinary course of Permittee's business, and then only after written notice is given to the Board of the identity of such materials and upon the Board's consent, which consent may be withheld at the Board's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any release of hazardous materials by Permittee, then the Permittee shall be responsible for the costs thereof. In addition, Permittee shall execute affidavits, representations and the like from time to time at the Board's request concerning the Permittee's best knowledge and belief regarding the presence of hazardous materials on the Premises placed or released by Permittee.



Permittee agrees to release, indemnify, defend, and hold the State of Hawaii, the Board, and their officers, employees, and agents harmless from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the use or release of hazardous materials on the Premises occurring while Permittee is in possession, or elsewhere if caused by Permittee or persons acting under Permittee. These covenants shall survive the expiration, revocation, or termination of the Permit. For the purpose of this Permit "hazardous material" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil as defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state, or local environmental law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

13. Prior to termination or revocation of the subject Permit, Permittee shall conduct a Phase I environmental site assessment and conduct a complete abatement and disposal, if necessary, satisfactory to the standards required by the Federal Environmental Protection Agency, the Department of Health, and the DLNR. Failure to comply with the provisions of this paragraph shall not extend the term of this Permit or automatically prevent termination or revocation of the Permit. The Board, at its sole option, may refuse to approve termination or revocation unless this evaluation and abatement provision has been performed. In addition or in the alternative, the Board may, at its sole option if Permittee does not do so, arrange for performance of the provisions of this paragraph; all costs and expenses of such performance to be charged to and paid by Permittee.
14. Permittee shall release, indemnify, defend, and hold harmless the State of Hawaii, its officers, agents, and employees from and against all liability, loss, damage, cost, and expense, including all attorneys' fees, and all claims, suits, and demands therefor, arising out of or resulting from the acts or omissions of the Permittee or the Permittee's employees, agents, officers, or invitees under this Permit. The provisions of this paragraph shall remain in full force and effect notwithstanding the revocation, expiration, or termination of this Permit. The purchase of liability insurance shall not relieve Permittee of the obligations described herein.
15. Unless otherwise agreed by the Board in its sole discretion, payments received will be applied first to attorneys' fees, costs, assessments, real property taxes, or other costs incurred or paid by the Board with respect to the Premises, next to service charges or interest, next to any other



charges due or owing under the Permit, next to delinquent monthly rent, and next to current rent.

16. Any notice required or permitted to be given hereunder shall be in writing, given by personal delivery or by first class mail, postage prepaid. Notice to Permittee shall be delivered or addressed to the address stated above.

Notice to State of Hawai'i shall be delivered or addressed to:

Chairperson, Board of Land and Natural Resources
1151 Punchbowl Street, Room 130
Honolulu, Hawai'i 96813

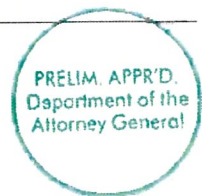
Mailed notices shall be deemed given upon actual receipt, or two business days following deposit in the mail, postage prepaid, whichever occurs first. Either party may by notice to the other specify a different address for notice purposes, provided that Permittee's mailing address shall at all times be the same for both billing and notice. In the event there are multiple Permittees hereunder, notice to one Permittee shall be deemed notice to all Permittees.

17. Permittee is an independent contractor in the management of a reservation system for the collection of parking fees, entry fees and shuttle services and resource enhancement purposes and not an agent, employee, or partner of the State. The Permittee is solely responsible for any loss or damage to vehicles and other property in the Premises caused by acts or omissions of the Permittee.
18. The Permittee shall observe all Division of State Parks' parking rules within the parking areas.
19. The Permittee shall not tow, or cause to be towed, any vehicles. Any parking rule violation observed by Permittee, its representatives, or its employees, shall be brought to the attention of the Division of State Parks or Department of Land and Natural Resources, Division of Conservation and Resources Enforcement ("DOCARE") officers as soon as possible.
20. The Permittee shall conduct its operation in such a manner as to avoid the creation or maintenance of a nuisance on the Premises, or cause or create unusual or objectionable noise.
21. The Permittee shall notify and alert DOCARE of any vandalism, vagrancy, fighting, drinking of alcoholic beverages, drunkenness, or other such illegal activities observed occurring on the Premises.
22. This Permit excludes Kuhio Highway Route 560.



23. Unless the text indicates otherwise, the use of any gender shall include all genders, and if the Permittee includes more than one person, the singular shall signify the plural, and this Permit shall bind each of the persons jointly and severally.


24. This Permit may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same Permit, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this Permit, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.



IN WITNESS WHEREOF, the STATE OF HAWAII, by its Board of Land and Natural Resources, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and the parties hereto have caused these presents to be executed the day, month and year first above written.

STATE OF HAWAII

Approved by the Board of Land and Natural Resources at its meeting held on June 25, 2021.

By 
SUZANNE D. CASE
Chairperson of the Board of Land and Natural Resources


APPROVED AS TO FORM:

STATE


CINDY YOUNG
Deputy Attorney General

Dated: July 12, 2021

HUI MAKA'AINANA O MAKANA, a Hawaii nonprofit corporation

By 
Its EXECUTIVE DIRECTOR

By _____
Its _____

PERMITTEE



STATE OF HAWAII)
CITY & COUNTY OF HONOLULU) SS.

On this 29th day of July, 2021, before me personally appeared Kirsten H. Williams, 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.

Kimberly C. Kelihoomalu
Notary Public, State of Hawaii
Kimberly C. Kelihoomalu
My commission expires: 4/30/2022

Doc. Date: undated Pages: 14
Name: Kimberly C. Kelihoomalu 1st Circuit

Description: SP-0002
Kimberly C. Kelihoomalu
Signature Date: 7/29/21
NOTARY CERTIFICATION



STATE OF HAWAII)
) SS.
COUNTY OF)

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.

Notary Public, State of Hawaii

My commission expires:_____



