

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

November 14, 2025

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

O'ahu

Approval to Issue a Revocable Permit to Pro Park Inc. for the Management of  
Parking Services and Fee Collection at Pu'u 'Ualaka'a State Wayside, Island of  
O'ahu, Tax Map Key: (1) 2-5-019:003 (por.);

and

Declare the Project Exempt from the Requirements of Chapter 343, HRS and Title  
11, Chapter 200.1, Hawai'i Administrative Rules.

APPLICANT:

Pro Park Inc.

LEGAL REFERENCE:

Chapter 146-5, Hawaii Administrative Rules ("HRS"), Sections 171-6, 171-13, 171-  
55, and other applicable sections of Chapter 171, Chapter 102, and Chapter 103D,  
Hawai'i Revised Statutes ("HRS"), as amended.

LOCATION:

Portion of Pu'u 'Ualaka'a State Wayside, Island of O'ahu, identified by Tax Map  
Key: (4) 3-9-004:003 (por.) as shown on the map, attached as **EXHIBIT A**.

AREA:

2 acres, more or less

ZONING:

State Land Use District: Conservation, Urban  
County of Honolulu LUO: P-1 Restricted Preservation District, R-10 Residential  
District

TRUST LAND STATUS:

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

CURRENT USE STATUS:

Encumbered by Governor's Executive Order No. 4314, setting aside land for park and recreational purposes to be under the control and management of the State of Hawai'i, Department of Land and Natural Resources, Division of State Parks.

CHARACTER OF USE:

Commercial – Management of parking services and collection of fees.

COMMENCEMENT DATE:

Upon execution of the RP.

MONTHLY RENTAL:

Per a cost-reimbursement contract, ninety-three point five percent (93.500%) of net operating income from vehicle parking revenue to the Division of State Parks and six point five percent (6.500%) to Pro Park Inc.

METHOD OF PAYMENT:

Rental payment due monthly.

CHAPTER 343 – ENVIRONMENTAL ASSESSMENT:

In accordance with Hawai'i Administrative Rules (HAR) § 11-200.1-15 and -16 the Exemption List for the Department of Land and Natural Resources, reviewed and concurred by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an Environmental Assessment pursuant to: General Exemption Type 1: "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing." Part 1, Item No. 40: "Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing." See **EXHIBIT B**.

### DCCA VERIFICATION:

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

### BACKGROUND

Pu'u 'Ualaka'a State Wayside is a popular scenic lookout in Honolulu Hawai'i, celebrated for its sweeping views of southern O'ahu, from Diamond Head to Pearl Harbor, including Honolulu and Manoa Valley. This 81-acre Hawaiian vista is tucked away in a forested area above downtown Honolulu, on an extinct cinder cone in the southern Ko'olau Range called Mount Tantalus. It encompasses the surrounding lands defined by Round Top Drive, and the 22-acre Nutridge complex which includes the historic Van Tassel house built in 1925, carriage road, several associated buildings, and the surrounding macadamia nut orchard historically known as the first commercial macadamia nut plantation in Hawaii. The park's cooler and fragrant air, peaceful charm, beautiful landscape, and breathtaking setting make it a favorite spot for locals and tourists for photography, relaxation, and watching sunsets. As the day ends, the sky transforms into a canvas of warm, vibrant hues during a spectacular Hawaiian sunset.

In addition to the viewpoint, Pu'u 'Ualaka'a State Wayside is famous for short hikes and nature walks. Enveloped in lush foliage and a variety of native plants and trees, the wayside features trails for nature exploration and sensory escape. Trails meander through the verdant landscape, allowing nature enthusiasts and hikers to explore the rich biodiversity of the area and enjoy the scent of the tropical flowers and the soothing sounds of birdsong. One of the trails frequented in the area is the Ualaka'a Trail, which begins on the western side of the park's parking lot. It is a short loop through thick forest canopy. The grade is gentle, and the path is well-defined with very few trip hazards, making it more accommodating for young children, pets, and the not-so-sure-footed hikers. At the uphill end of the trail is a 4-way intersection with Makiki Valley, Moleka, and Maunalaha Trails.

A further incentive for visitors is the historical remnants of military installations present in and around the park. During World War II, the high vantage point of Pu'u 'Ualaka'a was used by the U.S. military as a strategic observation point for spotting enemy attacks. The structures, such as concrete pillboxes, were built to protect against potential attacks on O'ahu and served as observation posts and defensive emplacements. After the war, much of this infrastructure was abandoned, but some remains, becoming historical relics within the park. While they are not as well-preserved or widely publicized as other O'ahu military sites, State Parks' interpretive signs offer context.

To ensure a comfortable visit for all, the park features amenities that include public restrooms, picnic tables, picnic pavilions, drinking fountains, trash cans, ADA accessible facilities, and two parking lots. On the top lookout, right at the main viewpoint, there is a small parking lot with ten (10) marked stalls. It can be difficult to find a spot here as the lot fills up quickly, especially during peak times like sunset. Near the picnic tables, there is a larger parking lot with forty-five (45) marked stalls. This parking area is a short walk from the main viewpoint but is often easier to find parking in.

With the above recreational opportunities, historical relics from World War II, and the allure of sunset splendor, the park is experiencing a steady increase in visitors. However, with the increased foot traffic comes all kinds of safety risks. During periods of peak demand, when both parking lots are at capacity, visitors tend to park on the street, pathways, or handicapped spaces, leading to safety risks for drivers and pedestrians, especially those with disabilities. Then there's the escalating number of criminals who are known to prey on cars left in the parking lots. Secluded areas like Pu'u 'Ualaka'a are preferred by thieves as there is less chance of being seen or witnessed, especially when visitors are away for an extended period. Thieves often watch parking lots to see visitors storing valuables in their cars, then break in once the owner has left. Windows would be completely shattered and personal items stolen. To deter frequent car break-ins, State Parks put signs at the park warning visitors not to leave any valuables in their cars.

To enhance the visitor experience at Pu'u 'Ualaka'a State Wayside and to address the ongoing need to promote safety, fund park operations, mitigate environmental impacts, and the legislative desire to expand fees to more parks, the Division of State Parks ("DSP") has identified Pu'u 'Ualaka'a State Wayside as one of the four additional park units to consider adding parking fees. The fee structure will follow the same format as the current system in place for the ten parks that already charge parking fees for non-residents, with Hawaii residents continuing to receive free parking. Fees collected will be deposited into State Parks Special Fund and the generated revenue will directly support projects for resource protection, park maintenance, trail improvements, new and upgraded facilities, visitor services, and the mitigation of tourism's environmental impacts. A parking vendor selected by DSP and approved by the Board of Land and Natural Resources ("BLNR") will collect the fees and manage the visitor and parking services within the park.

Earlier this year, DSP reached out to several parking entities operating locally, including its existing parking vendors, for a proposal. Out of the five entities that submitted proposals for Pu'u 'Ualaka'a State Wayside, one stood out. Its proposal has the quickest implementation timeline, and the ability to meet DSP's operational, financial, and service goals.

With its local market expertise, special connection with the community, high level of customer service, technological expertise, and proven track record, DSP believes Pro Park Inc. ("Pro Park") is the best entity to assist DSP in collecting fees and managing the parking services at Pu'u 'Ualaka'a State Wayside. Pro Park currently manages the commercial transport, as well as the visitor and parking services and fee collection at Diamond Head State Monument. It 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.

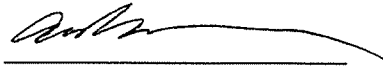
DSP requests that the Board approve the RP to Pro Park and further recommends the Board to delegate to the Chairperson the authority to negotiate any other specific terms necessary to effectuate the RP.

### **RECOMMENDATIONS:**

That the Board of Land and Natural Resources:

1. Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1-15 and -16, HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment.
2. Authorize the issuance of a revocable permit to Pro Park Inc covering the subject area for the purpose described herein and under the terms and conditions cited above, which are by this reference incorporated herein and further subject to the following:
  - a. The terms and conditions of the attached revocable permit form;
  - b. Per a cost-reimbursement contract, ninety-three point five percent (93.500%) of net operating income from vehicle parking revenue to the Division of State Parks and six point five percent (6.500%) to Pro Park Inc. Rental payment shall be paid monthly by the permittee;
  - c. Review and approval by the Department of the Attorney General; and
3. Authorize the Chairperson to negotiate any other specific terms necessary to effectuate the revocable permit.

Respectfully submitted,



ALAN CARPENTER,  
Assistant Administrator  
Division of State Parks

APPROVED FOR SUBMITTAL:



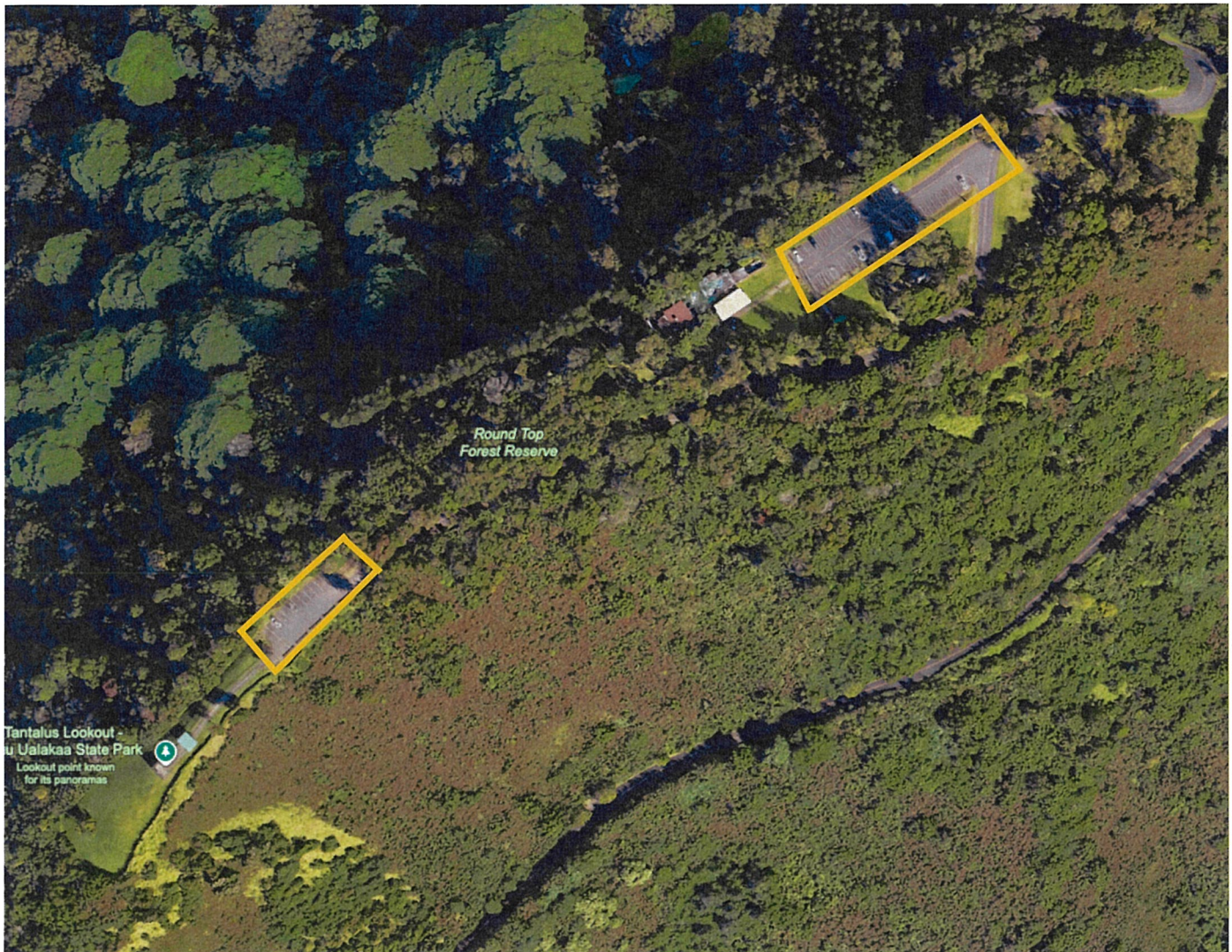
DAWN N.S. CHANG  
Chairperson  
Board of Land and Natural Resources

Attachments:

- Exhibit A – Location Map
- Exhibit B – Exemption Notification
- Exhibit C – Revocable Permit Form



**EXHIBIT A – LOCATION MAP**  
*Pu'u 'Ualaka'a State Wayside*





JOSH GREEN, M.D.  
GOVERNOR | KE KIA'ĀINA

SYLVIA LUKE  
LIEUTENANT GOVERNOR | KA HOPE KIA'ĀINA



STATE OF HAWAII | KA MOKU'ĀINA 'O HAWAII  
DEPARTMENT OF LAND AND NATURAL RESOURCES  
KA 'OIHANA KUMUWAIWAI 'ĀINA

P.O. BOX 621  
HONOLULU, HAWAII 96809

DAWN N.S. CHANG  
CHAIRPERSON  
BOARD OF LAND AND NATURAL RESOURCES  
COMMISSION ON WATER RESOURCE  
MANAGEMENT  
RYAN K.P. KANAKA'OLE  
FIRST DEPUTY  
CIARA W.K. KAHAHANE  
DEPUTY DIRECTOR - WATER  
AQUATIC RESOURCES  
BOATING AND OCEAN RECREATION  
BUREAU OF CONVEYANCES  
COMMISSION ON WATER RESOURCE  
MANAGEMENT  
CONSERVATION AND COASTAL LANDS  
CONSERVATION AND RESOURCES  
ENFORCEMENT  
ENGINEERING  
FORESTRY AND WILDLIFE  
HISTORIC PRESERVATION  
KAHOOLAWE ISLAND RESERVE COMMISSION  
LAND  
STATE PARKS

November 14, 2025

**EXHIBIT B – EXEMPTION NOTIFICATION**

Regarding the preparation of an environmental assessment pursuant to Chapter 343, HRS and Chapter 11-200.1, HAR.

Project Title: Revocable Permit to Pro Park Inc

Project Location: Pu'u 'Ualaka'a State Wayside, Island of O'ahu, Tax Map Key: (1) 2-5-019: Portion of 003

Project Description: Issue a revocable permit for a term of one year for the management of parking services and fee collection at Pu'u 'Ualaka'a State Wayside

Chapter 343 Trigger(s): Use of State land

Exemption Class No.: In accordance with Hawai'i Administrative Rules (HAR) § 11-200.1-15 and -16 the Exemption List for the Department of Land and Natural Resources, reviewed and concurred by the Environmental Council on November 10, 2020, the subject request is exempt from the preparation of an Environmental Assessment pursuant to:

General Exemption Type 1: "Operations, repairs or maintenance of existing structures, facilities, equipment, or topographical features, involving negligible or no expansion or change of use beyond that previously existing."

Part 1, Item No. 40: "Permits, licenses, registrations, and rights-of-entry issued by the Department that are routine in nature, involving negligible impacts beyond that previously existing."

The subject request is a de minimis action that will probably have minimal or no significant effect on the environment and should be declared exempt from the preparation of an environmental assessment.

**EXHIBIT B**



Cumulative impact of planned successive action in same Place significant?

No. The issuance of a revocable permit is not anticipated to have a significant cumulative impact. The existing use is to be continued. No new construction and improvements are being proposed and no expansion of the existing use is being requested, therefore it is not anticipated to result in any significant cumulative impact.

Action may have significant impact on particularly sensitive environment?

No. There's no known significant adverse impacts to the natural and cultural resources in the RP area.

Analysis:

The request pertains to the issuance of a revocable permit for the management of parking services and fee collection at Pu'u 'Ualaka'a State Wayside. Staff believes that the request would involve negligible or no expansion or change in use of the subject location beyond that previously existing.

Consulted parties:

DLNR Land Division, OHA, Honolulu County department of Planning and Permitting and Department of Parks and Recreation.

Recommendation:

Declare that, after considering the potential effects of the proposed disposition as provided by Chapter 343, HRS, and Chapter 11-200.1 HAR, this project will probably have minimal or no significant effect on the environment and is therefore exempt from the preparation of an environmental assessment as a de minimis action.

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

REVOCABLE PERMIT NO. \_\_\_\_\_

KNOW ALL MEN BY THESE PRESENTS:

This Agreement (hereinafter referred to as the "Permit") is executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between the STATE OF HAWAII, hereinafter referred to as the "State," by its Board of Land and Natural Resources, hereinafter called the "Board," and \_\_\_\_\_, a \_\_\_\_\_ corporation, hereinafter called the "Permittee" or "\_\_\_\_\_" whose mailing address \_\_\_\_\_ . The Board and Permittee (collectively, the "Parties") agree that commencing on the \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, ("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 \_\_\_\_\_, \_\_\_\_\_, Island of \_\_\_\_\_, tax map key no. \_\_\_\_\_: portion of \_\_\_\_\_, as indicated on the map attached hereto, if any, and made a part hereof, known as the "\_\_\_\_\_" and containing an approximate area of \_\_\_\_\_, which parcel is hereinafter referred to as the "Premises" and shown in Exhibit "A" attached hereto and made a part hereof.

THIS PERMIT IS GRANTED UNDER THE FOLLOWING CONDITIONS:

A. The Permittee shall:

1. Occupy and use the Premises for the following specified purposes only: Management of visitors, parking, and collection of parking and/or entry fees, as appropriate.
2. Per a cost-reimbursement contract, \_\_\_\_\_ percent (\_\_\_\_%) of net operating income after operating expenses ("NOI") from parking and entry revenue per month is to be paid by Permittee to the State. \_\_\_\_\_ percent (\_\_\_\_%) of NOI from parking and entry revenue per month is to be paid to the Permittee.

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

If monthly rent is not received at the above address on or before the first day of the month for which it is due, then a service charge of FIFTY AND NO/100 DOLLARS (\$50.00) a month for each delinquent payment shall be

assessed and payable. The service charge is in addition to the interest on unpaid or delinquent rent. 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. Keep upon execution of this Permit an amount equal to \_\_\_\_\_ (\$\_\_\_\_\_), as security for the faithful performance of all of these terms, covenants, 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 twenty-five (25) calendar days notice, in writing, before vacating the Premises.
6. At the Permittee's 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. 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. 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 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 and Permittee shall deposit copies of acceptable insurance policy(s) or other documentation required by the State thereof, with the State 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 to 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:

State of Hawaii  
Department of Land and Natural Resources  
Land Division  
P.O. 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 rent, 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 rent 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 expiration, 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 expiration, 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 rent 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 annual rent 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 expiration, 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 expiration, 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. 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.

14. 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.

15. 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 the Chairperson of the Board at 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 written 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.

16. 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 the persons, and each of them jointly and severally.

[The remainder of this page is intentionally left blank]

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  
\_\_\_\_\_.

By \_\_\_\_\_  
DAWN N. S. CHANG  
Chairperson of the Board of Land and  
Natural Resources

APPROVED AS TO FORM:

STATE

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

Dated: \_\_\_\_\_

(“Permittee”)  
a \_\_\_\_\_ corporation

By \_\_\_\_\_  
Its \_\_\_\_\_

By \_\_\_\_\_  
Its \_\_\_\_\_

PERMITTEE

STATE OF HAWAII                    )  
  ) SS.  
COUNTY OF                         )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), 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:\_\_\_\_\_