

4635

LAW OFFICES OF REUBEN S.F. WONG

REUBEN S.F. WONG #638-0

DELWYN H.W. WONG #7170-0

IRWYN H.G. WONG #8409-0

Suite 1006, Finance Factors Center

1164 Bishop Street

Honolulu, Hawaii 96813

Telephone: (808) 531-3526

Facsimile: (808) 531-3522

Attorneys for

HRT REALTY, LLC,

300 CORPORATION, and

HONOLULU LIMITED

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In the Matter of the Petition

of

HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation,

To Amend the Agricultural Land Use District Boundary into the Urban Land Use District for Approximately 503.886 Acres at Waikele and Hoaeae, Ewa, Oahu, City and County of Honolulu, State of Hawaii, Tax Map Key No. 9-4-02:1, portion of 52, 70 and 71.

LAND USE COMMISSION
STATE OF HAWAII

2014 NOV 18 A 11:14

DOCKET NO. A92-683

HRT REALTY, LLC, 300 CORPORATION, AND HONOLULU LIMITED'S STATEMENT OF POSITION IN RESPONSE TO SUCCESSOR PETITIONER (TO PARCEL 52) HO'OHANA SOLAR 1, LLC'S MOTION FOR ORDER AMENDING THE AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FILED ON OCTOBER 1, 1996, FILED AUGUST 11, 2014; EXHIBIT "A"; CERTIFICATE OF SERVICE

HRT REALTY, LLC, 300 CORPORATION, AND HONOLULU LIMITED'S
STATEMENT OF POSITION IN RESPONSE TO SUCCESSOR PETITIONER (TO
PARCEL 52) HO'OHANA SOLAR 1, LLC'S MOTION FOR ORDER AMENDING
THE AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION
AND ORDER FILED ON OCTOBER 1, 1996, FILED AUGUST 11, 2014

HRT REALTY, LLC, 300 CORPORATION, and HONOLULU LIMITED (collectively, the "HRT Entities"), by and through their attorneys, the Law Offices of Reuben S. F. Wong, hereby states its position in response to the Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996 in Docket No. A92-683, filed August 11, 2014 (the "Motion to Amend") by Successor Petitioner (to Parcel 52) HO'OHANA SOLAR 1, LLC ("Ho'ohana").

OP's response to the Motion to Amend proposes that certain requirements be imposed as a condition to allowing the solar farm development proceed. In particular, OP proposes that:

1. "Petitioner shall submit a revised master plan and a schedule for the development of the Petition Area within one (1) year from the date of this Decision"; and
2. "A preliminary infrastructure site plan acceptable to the State Department of Agriculture shall be completed within six (6) months from the approval date..."

See OP's Response to the Motion to Amend filed October 8, 2014 ("OP's Response").

Based upon a conversation with counsel for Canpartners IV Royal Kunia Property LLC ("Canpartners") on November 17, 2014, the HRT Entities understand that:

(1) With respect to item 1 above, Canpartners has submitted to OP all updated master plan prepared in 2009, which covers the lands owned by Canpartners and the HRT

Entities. In addition, Canpartners has represented that it will submit a revised schedule for development of the Petition Area within 12 months.

(2) With respect to item 2 above, Canpartners represents that it will work with the Department of Agriculture to establish a new timeframe for the installation of off-site infrastructure benefitting the Kunia Agricultural Park, by way of a Memorandum of Understanding with the Department of Agriculture. Canpartners expressed confidence that a mutual agreement with the Department of Agriculture is realistic, since both parties have engaged R.M. Towill as their engineering consultant.

Based upon the above understandings, the HRT Entities take no position on the Motion to Amend. However, to the extent that any of the requirements sought by OP are deemed to be obligations imposed on the HRT Entities, then the HRT Entities oppose the Motion to Amend.

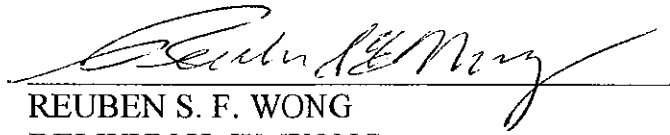
The HRT Entities also call the Commission's attention to a Stipulation dated December 30, 2003 entered into by and between the HRT Entities and OP (the "2003 Stipulation"), a copy of which is attached hereto as Exhibit "A".

Pursuant to the 2003 Stipulation, HRT agreed to purchase 150 acres of land from the Robinson Estate, and to transfer said land to the Department of Agriculture in satisfaction of the HRT Entities' obligations under the 1996 Decision and Order.

The 2003 Stipulation also provided that the obligations to provide infrastructure under Condition 19 of the 1996 Decision and Order shall not encumber the lands owned by the HRT Entities, and that HRT is exempted from an order to show cause based upon a failure to provide infrastructure pursuant to Condition 19. Based upon the foregoing, the

HRT Entities respectfully request that any Decision and Order issued henceforth relating to Condition 19 of the 1996 Decision and Order, should acknowledge the exemption afforded to the HRT Entities under the 2003 Stipulation.

DATED: Honolulu, Hawaii, November 18, 2014.

A handwritten signature in cursive script, appearing to read "Reuben S. F. Wong", is written over a horizontal line.

REUBEN S. F. WONG
DELWYN H. W. WONG
IRWYN H. G. WONG
Attorneys for
HRT REALTY, LLC,
300 CORPORATION, and
HONOLULU LIMITED

EXHIBIT "A"

Of Counsel
LAW OFFICES OF
REUBEN S. F. WONG

LAND USE COMMISSION
STATE OF HAWAII

700 DEC 30 A 11:00

REUBEN S. F. WONG 638-0
DELWYN H.W. WONG 7170-0
Suite 2288, Central Pacific Plaza
220 South King Street
Honolulu, Hawaii 96813
Telephone No. 531-3526

Attorneys for HRT, LTD., 300 Corporation
and Honolulu Limited

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In the Matter of the Petition of)	DOCKET NO. A92-683
)	
HALEKUA DEVELOPMENT)	
CORPORATION, a Hawaii corporation)	STIPULATION; EXHIBITS A to D
)	
To Amend the Agricultural Land Use)	
District Boundary into the Urban Land)	
Use District for Approximately 503,883)	
Acres of Land at Waikele and Ho'ae'ae,)	
Ewa, Oahu, City and County of Honolulu,)	
Hawai'i, Tax Map Key No: 9-4-02: 1,)	
portion of 52, 70, and 71)	
)	
)	

STIPULATION

COMES NOW, the Office of Planning of the State of Hawaii, by and through Theodore E. Liu, (hereinafter referred to as the "Office of Planning") and HRT, Ltd., 300 Corporation, and Honolulu Limited, by and through their attorney, the Law Offices of Reuben S.F. Wong, (hereinafter collectively and simply referred to as the "HRT Entities") and stipulate as follows:

WHEREAS, Halekua Development Corporation ("Halekua" or the "Petitioner") is the developer of approximately 504.865 acres of land located at Waikele and Hoaeae, Ewa, Oahu, State of Hawaii, identified as Tax map Key No. 9-4-02: portion of 1 and 52 (the "Petition Area"), which lands are more particularly described in the Findings of Fact, Conclusions of Law and Decision and Order of the Land Use Commission dated December 9, 1993;

WHEREAS, the HRT Entities acquired certain interests within the Petition Area (collectively, the "HRT Lands") including without limitations the following: (1) 123.712 acres of industrial-zoned land acquired by HRT, Ltd., 300 Corporation; and Honolulu Limited, by Deed dated April 15, 1996, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-051982; (2) 13.304 acres of apartment-zoned land acquired by HRT, Ltd. by Deed dated April 15, 1996, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 96-051983; and (3) 36.660 acres of apartment-zoned land acquired by HRT, Ltd. by Deed dated July 11, 2001, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2001-168369. Said HRT Lands are shown on the map attached hereto as Exhibit "A", and more particularly described on Exhibits "B", "C", and "D", respectively.

WHEREAS, the Office of Planning filed a Motion For An Order To Show Cause To Rescind The Decision And Order Dated October 1, 1996, before the State Land Use Commission on October 15, 2002 to "reclassify" the Petition Area to agricultural use (the "Motion to Reclassify") by reason of Halekua's failure to convey 150 acres of agricultural land to the State of Hawaii, as required by the Land Use Commission's Order dated December 9, 1993, as amended by that certain Order dated October 1, 1996 (collectively referred to hereinafter as the "1996 LUC Order");

WHEREAS, the Land Use Commission has set a hearing with respect to the said Motion to Reclassify to be heard on April 25, 2003;

WHEREAS, the Robinson Estate and other owners related to the Robinson Estate (collectively referred to as "Robinson Owners"), are the owners of 307 acres of agricultural land located adjacent to the Petition Area, out of which 150 acres will be subdivided for conveyance to the State of Hawaii (the "150 acre Agricultural Park Site");

WHEREAS, as a protective advance under that certain Mortgage made by Halekua in favor of HRT, Ltd., which Mortgage is dated September 1, 1995, recorded as Document No. 95-117011, and secures certain obligations by Halekua to HRT, Ltd. and to the Land Use Commission under the 1996 LUC Order, HRT, Ltd. is willing to buy, with its own funds, the 150 acre Agricultural Park Site from the Robinson Owners and to convey the same to the State of Hawaii in order to cure Halekua's default in failing to convey 150 acres of agricultural land to the State of Hawaii.

NOW THEREFORE, it is stipulated by and between the Office of Planning and the HRT Entities as follows:

1. That in the event Halekua fails to perform its obligation to convey said 150 acres of agricultural land to the State of Hawaii by January 31, 2004, then HRT, Ltd. shall proceed to acquire the 150 acre Agricultural Park Site from the Robinson Owners for conveyance to the State of Hawaii no later than February 28, 2004; provided that the conveyance shall be subject to the approval of the State of Hawaii.

2. That the Office of Planning hereby agrees that should HRT, Ltd. acquire said 150 acre Agricultural Park Site from the Robinson Owners and convey the same to the State of

Hawaii, then such conveyance by HRT, Ltd. shall satisfy the 1996 LUC Order with respect to Halekua's obligation to convey 150 acres of agricultural land to the State of Hawaii.

3. That as a condition to the conveyance by HRT, Ltd., the Land Use Commission shall enter an Order providing that: (1) the HRT Lands shall not be reclassified for any use other than the presently designated uses of such HRT Lands, unless such reclassification is made at the request of HRT, Ltd.; (2) that Halekua's failure to fulfill any of the terms and conditions of the 1996 LUC Order shall have no adverse effect upon the HRT Lands; (3) that should Halekua fail to comply with any other condition of the 1996 LUC Order, then in such event, the Land Use Commission shall give notice thereof to HRT, Ltd., and HRT, Ltd. shall have the right to cure, at its sole discretion, such default on behalf of Halekua.

4. That the following conditions set forth in the 1996 LUC Order shall no longer apply or encumber the HRT Lands, but shall continue to apply and encumber lands owned by the Petitioner, to wit:

- a. Condition No. 6, dealing with Petitioner's obligation to contribute towards the construction of a school;
- b. Condition No. 9, dealing with Petitioner's obligation to construct a chain link fence;
- c. Condition No. 10, dealing with Petitioner's obligation to clear away trees;

- d. Condition No. 18, dealing with Petitioner's obligation to obtain City permits within five (5) years of the 1996 LUC Order;
- e. Condition No. 24, dealing with Petitioner's obligation to record a statement with the Bureau of Conveyances.

5. That the following conditions set forth in the 1996 LUC Order shall be modified to read as follows:

- a. Condition No. 21. "Petitioner and/or the HRT Entities shall give notice to the Commission of any intent to sell, lease, assign, place in trust or

otherwise voluntarily alter their respective ownership interests in the reclassified area, prior to development of their respective reclassified areas. This notice shall be satisfied by the giving of notice only, and shall not require approval by the Commission."

- b. Condition No. 22. "Petitioner and/or the HRT Entities shall provide without any prior notice, annual reports to the Commission, the Office of Planning, the City and County of Honolulu Department of Planning and Permitting with the status of their respective development proposed for the reclassified area and their progress in complying with the conditions imposed. The annual report shall be submitted in a form prescribed by the executive officer of the Commission. The annual report shall be due prior to or on the anniversary date of the Commission's approval of the Petition."
- c. Condition No. 23. "Petitioner and/or the HRT Entities shall seek from the Commission full or partial release of the conditions provided herein as to all or any portion of the reclassified area upon evidence acceptable to the Commission of satisfaction of these conditions."

6. That with respect to Condition No. 19 set forth in the 1996 LUC Order, upon conveyance of the 150 acre Agriculture Park Site as herein set forth, the portion of said Condition No. 19 dealing with the conveyance of the 150 acre Agriculture Park Site to the State of Hawaii shall be deemed to be fully satisfied; provided, however, that the portion of Condition No. 19 dealing with providing off-site infrastructure shall continue to apply to and encumber lands other than the HRT Lands.

7. That the following conditions set forth in the 1996 LUC Order shall continue to be covenants and conditions affecting lands owned by the Petitioner as well as the HRT Lands; to wit: 1-5, 7, 8, 11-17, 20, and 25.

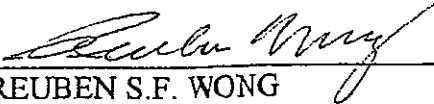
DATED: Honolulu, Hawaii DEC 29 2003, 2003.

OFFICE OF PLANNING, STATE OF HAWAII



By _____
THEODORE E. LIU

HRT, LTD., 300 CORPORATION and
HONOLULU LIMITED

By 
REUBEN S.F. WONG
DELWYN H.W. WONG
Their Attorney

"HRT Entities"

APPROVED AS TO FORM:

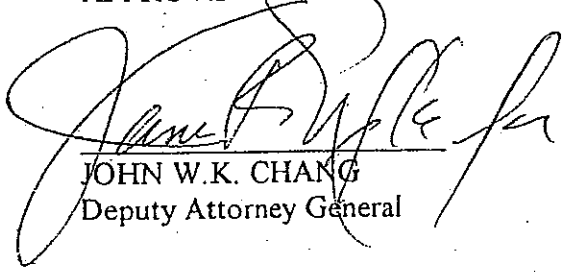
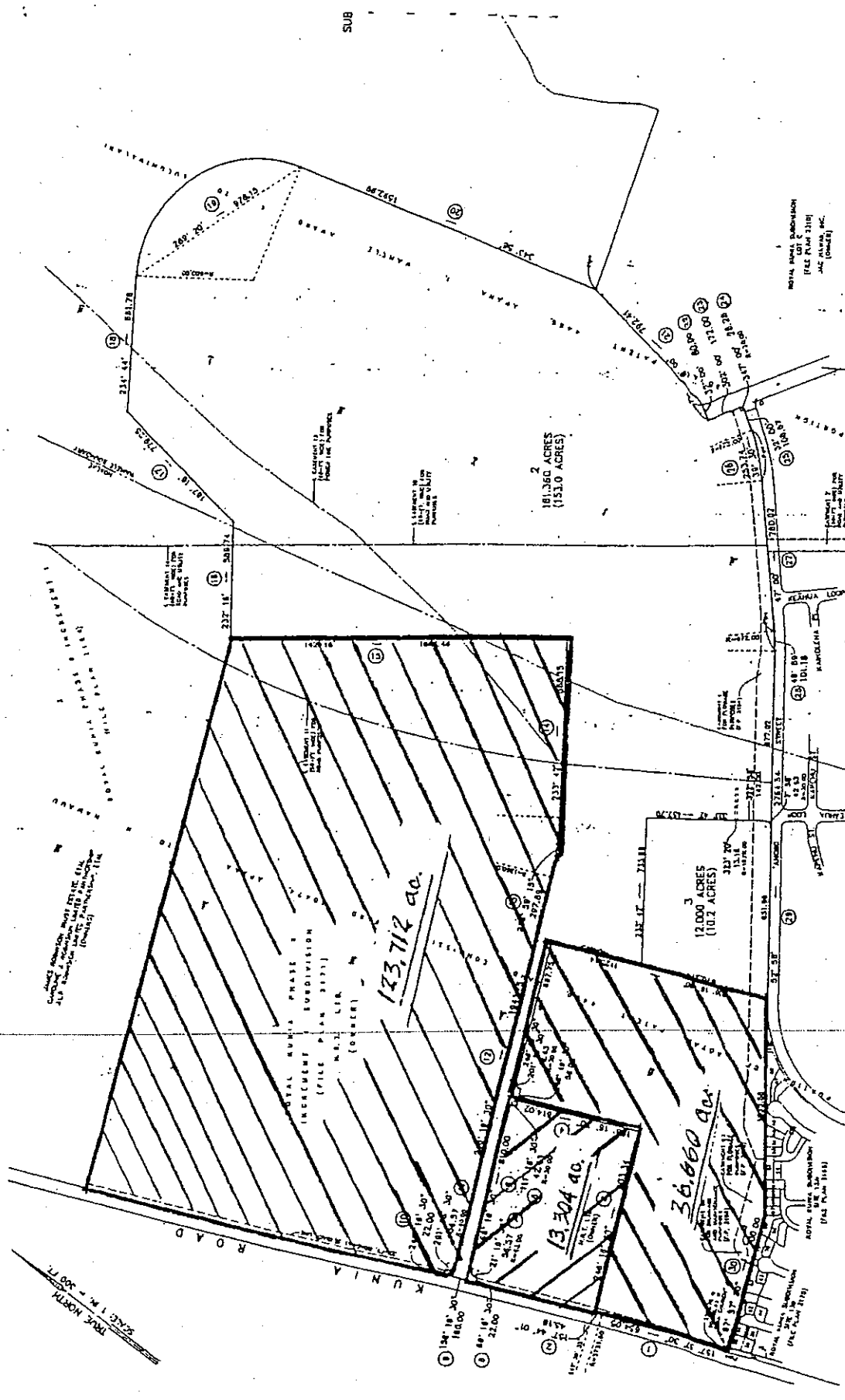

JOHN W.K. CHANG
Deputy Attorney General

EXHIBIT "A"



- ROYAL KUNIA SUBDIVISION
SITE 13A (FILE PLAN 2166)**
- LOT 48 - DELOPHE MERRINDEZ
 - LOT 49 - RICHARD ALLEN SONCEGA
 - LOT 50 - RICHARD ALLEN SONCEGA
 - LOT 51 - LYNN M. KURO, TUDOR ROSS
 - LOT 52 - TED TANASHI NAITO AKA
 - LOT 53 - KUNIA RESIDENTIAL PARTNERS
 - LOT 54 - JAMES W. WILSON, NAITO
 - LOT 55 - W. RONCHA R. SAO BACLO
 - LOT 56 - LLOYD CELOLA BACLO AND
 - LOT 57 - JIMMY K. BORDO, KAUAIANA
 - LOT 58 - JIMMY K. BORDO, KAUAIANA
 - LOT 59 - W. LUIA BORDO KAUAIANA
 - LOT 60 - MID ABOUT SAIZOO ORAMOTO
 - LOT 61 - W. JAYNE NICHOLAS PARTNERSHIP
 - LOT 62 - KUNA RESIDENTIAL PARTNERS
 - LOT 63 - SCOTT ESQUI KAWA AND
 - LOT 64 - KUNA RESIDENTIAL PARTNERS
 - LOT 65 - KUNA RESIDENTIAL PARTNERS
 - LOT 66 - KUNA RESIDENTIAL PARTNERS
 - LOT 67 - KUNA RESIDENTIAL PARTNERS
 - LOT 68 - KUNA RESIDENTIAL PARTNERS
 - LOT 69 - KUNA RESIDENTIAL PARTNERS
 - LOT 70 - KUNA RESIDENTIAL PARTNERS
 - LOT 71 - KUNA RESIDENTIAL PARTNERS
 - LOT 72 - KUNA RESIDENTIAL PARTNERS
 - LOT 73 - KUNA RESIDENTIAL PARTNERS
 - LOT 74 - KUNA RESIDENTIAL PARTNERS
 - LOT 75 - KUNA RESIDENTIAL PARTNERS
 - LOT 76 - KUNA RESIDENTIAL PARTNERS
 - LOT 77 - KUNA RESIDENTIAL PARTNERS
 - LOT 78 - KUNA RESIDENTIAL PARTNERS
 - LOT 79 - KUNA RESIDENTIAL PARTNERS
 - LOT 80 - KUNA RESIDENTIAL PARTNERS
 - LOT 81 - KUNA RESIDENTIAL PARTNERS
 - LOT 82 - KUNA RESIDENTIAL PARTNERS
 - LOT 83 - KUNA RESIDENTIAL PARTNERS
 - LOT 84 - KUNA RESIDENTIAL PARTNERS
 - LOT 85 - KUNA RESIDENTIAL PARTNERS
 - LOT 86 - KUNA RESIDENTIAL PARTNERS
 - LOT 87 - KUNA RESIDENTIAL PARTNERS
 - LOT 88 - KUNA RESIDENTIAL PARTNERS
 - LOT 89 - KUNA RESIDENTIAL PARTNERS
 - LOT 90 - KUNA RESIDENTIAL PARTNERS
 - LOT 91 - KUNA RESIDENTIAL PARTNERS
 - LOT 92 - KUNA RESIDENTIAL PARTNERS
 - LOT 93 - KUNA RESIDENTIAL PARTNERS
 - LOT 94 - KUNA RESIDENTIAL PARTNERS
 - LOT 95 - KUNA RESIDENTIAL PARTNERS
 - LOT 96 - KUNA RESIDENTIAL PARTNERS
 - LOT 97 - KUNA RESIDENTIAL PARTNERS
 - LOT 98 - KUNA RESIDENTIAL PARTNERS
 - LOT 99 - KUNA RESIDENTIAL PARTNERS
 - LOT 100 - KUNA RESIDENTIAL PARTNERS

- ROYAL KUNIA SUBDIVISION
SITE 13B (FILE PLAN 2170)**
- LOT 40 - DANAH CHASTARE GARAHAS AND
 - LOT 41 - LETICIA REVILLA CASAHAS
 - LOT 42 - W. LUIS ALONSO ORTEGA AND
 - LOT 43 - ROSENCK GUTIERREZ HIFOL AND
 - LOT 44 - JAMES PATRICK CARLOS
 - LOT 45 - KUNA RESIDENTIAL PARTNERS
 - LOT 46 - MICHAEL TADASHI FUJITA AND
 - LOT 47 - W. SHAMON MIDDIE FUJITA

NOTES:

FIGURES SHOWN THUS [Ⓢ] INDICATE NUMBER OF COURSE IN DESCRIPTION.

OWNERS AS SHOWN ON MAP ARE FROM RECORDS OF THE REAL PROPERTY.

PROPERTY CORNERS NOT STAKED ON GROUND UNLESS OTHERWISE NOTED.

COORDINATES REFERRED TO "EWA CURVED" Δ

UNIVERSITY OF HAWAII, TERRITORY OF HAWAII
TAX MAP ACT: 9-2-67: 71

R-684

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

APR 16, 1996 12:30 PM

Doc No(s) 96-051982

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES
CONVEYANCE TAX: \$8000.00

LAND COURT

RECORD SYSTEM

AFTER RECORDATION, RETURN BY MAIL () PICK-UP (X)

3
Um
96842
97650
97651

1001 Bishop St. Ste. 770
Honolulu, Hawaii 96813

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

- Grantor: (1) HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation
- Grantees: (1) HRT, LTD., a Hawaii corporation
 (2) HONOLULU LIMITED, a Hawaii corporation
 (3) 300 CORPORATION, a Hawaii corporation

PROPERTY DESCRIPTION:

TMK No.: (1) 9-4-002-001 and (1) 9-4-002-052

EXHIBIT "B"

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, whose business and post office address is 2024 North King Street, Honolulu, Hawaii 96819, hereinafter called the "GRANTOR", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to GRANTOR in hand paid by HRT, LTD., a Hawaii corporation, HONOLULU LIMITED, a Hawaii corporation, and 300 CORPORATION, a Hawaii corporation, all of whose business and post office addresses are 1660 Waiialae Avenue, Suite 400, Honolulu, Hawaii 96816, hereinafter collectively called the "GRANTEES", the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the GRANTEES, in the following proportions:

- (1) An undivided 48.78% interest in said real property to HRT, LTD., its successors and assigns, forever; and
- (2) An undivided 25.59% interest in said real property to HONOLULU LIMITED, its successors and assigns, forever; and
- (3) An undivided 25.63% interest in said real property to 300 CORPORATION, its successors and assigns, forever;

PROVIDED, HOWEVER, that as to each of the above-mentioned undivided interests, the same shall be held by the parties as Tenants in Common, without rights of survivorship;

forever, the following:

All of the real property described in Exhibit "A", attached hereto and incorporated herein by reference, subject however to any encumbrances which may be noted on said Exhibit "A".

TO HAVE AND TO HOLD the same, together with all the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainders, rents, issues and profits thereof, and also all the estate, right, title and interest of the GRANTOR at law and in equity therein or thereto, unto the GRANTEEES, as aforesaid.

AND the GRANTOR does hereby covenant and agree with the GRANTEEES, as aforesaid, that GRANTOR is lawfully seised in fee simple of the premises hereby conveyed; that GRANTOR has good right to sell and convey the same as aforesaid; that the same are free and clear of all encumbrances, except as aforesaid; and that GRANTOR will and GRANTOR's successors and assigns shall WARRANT AND DEFEND the same unto the GRANTEEES, as aforesaid, against the lawful claims and demands of all persons whomsoever, forever.

This conveyance is made in satisfaction of that certain unrecorded Purchase Agreement (2 Parcels) dated June 29, 1995, as amended, and that certain unrecorded Purchase Agreement (1 Parcel) dated June 29, 1995, as amended, and the parties thereto mutually release each other from any and all obligations set forth in both of said Purchase Agreements, save and except as to certain obligations more fully set forth in that certain unrecorded Reaffirmation of Obligations dated _____, made by HALEKUA

DEVELOPMENT CORPORATION and by HRT, LTD., HONOLULU LIMITED and 300 CORPORATION.

IT IS UNDERSTOOD that the terms "GRANTOR" and "GRANTEES" as used herein shall mean and include the named parties and their respective heirs, personal representatives, successors and assigns, and shall be so construed that whenever applicable with reference to any of them, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include either or both of the other genders, and that where there is more than one Grantor or more than one Grantee, the obligations herein shall be binding upon such parties jointly and severally.

IN WITNESS WHEREOF, the GRANTOR has hereunto caused these presents to be executed this ____ day of APR 15 1996, 19__.

HALEKUA DEVELOPMENT CORPORATION

By 

LES Vice President/Treasurer

GRANTOR

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

On this _____ day of APR 15 1995, 19____,
before me appeared RONALD K. WATASE, to me
personally known, who, being by me duly sworn, did say that he is
the Vice President/Treasurer of HALEKUA DEVELOPMENT
CORPORATION, and that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, and that said instrument
was signed and sealed in behalf of said corporation by authority of
its Board of Directors, and the said RONALD K. WATASE
acknowledged said instrument to be the free act and deed of said
corporation.

Elizabeth Wmetsu
Notary Public, State of Hawaii

My commission expires: 9/27/97

EXHIBIT "A"

ALL of that certain parcel of land situate at Hoaeae and Waikale, District of Ewa, City and County of Honolulu, State of Hawaii of the ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION, as shown on the Map thereof filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 2171, described as follows:

LOT 1, area 123.712 Acres;

Being the same land conveyed by the following:

AS TO THE INTEREST OF HALEKUA DEVELOPMENT CORPORATION, A HAWAII CORPORATION:

Limited Warranty Deed dated April 1, 1995, 1995, recorded in the Bureau of Conveyances as Document No. 91-051940, from HRT, LTD., a Hawaii corporation.

Limited Warranty Deed dated September 5, 1995, recorded September 12, 1995 in the Bureau of Conveyances as Document No. 95-117006, from the following:

Caroline J. Robinson Limited Partnership, a Hawaii limited partnership, as to an Undivided 37.772503% Interest in Partitioned Land and an Undivided 37.5% Interest in Unpartitioned Land.

J. L. P. Robinson Limited Partnership, a Hawaii limited partnership, as to an Undivided 27.837891% Interest in Partitioned Land and an Undivided 27.63706% Interest in Unpartitioned Land.

Hawaiian Trust Company, Ltd., a Hawaii corporation, Trustee under the Will and of the Estate of Frances McWayne, Deceased, ~~as to an Undivided .43551% Interest in Unpartitioned Land.~~

Hawaiian Trust Company, Ltd., a Hawaii corporation, Trustee under the Will and of the Estate of Iwelani Amella Robinson, Deceased, as to an Undivided .079191% Interest in Unpartitioned Land.

Hawaiian Trust Company, Ltd., a Hawaii corporation, Trustee under that certain Trust Agreement No. 90-01892, as to an Undivided 0.446109% Interest in Unpartitioned Land.

Limited Warranty Deed dated August 21, 1995, recorded September 12, 1995 in the Bureau of Conveyances as Document No. 95-117007, from the following:

Herman G. P. Lemke, William Rhett Taber and William W. Paty, as Trustees under the Will and of the Estate of Mark Alexander Robinson, deceased, as to an Undivided 27.837891% Interest in Partitioned Land and an Undivided 29.3891446% Interest in Unpartitioned Land

Herman G. P. Lemke, William Rhett Taber and William W. Paty, as Trustees under that certain Deed of Trust executed by Mark Alexander Robinson and Mary Kapuahaulani Hart Robinson, husband and wife, as Settlers, dated July 30, 1953, recorded in the Bureau of Conveyances in Book 2720, Page 352, as to an Undivided 6.551715% Interest in Partitioned Land and an Undivided 2.7605854% Interest in Unpartitioned Land.

Limited Warranty Deed dated August 28, 1995, recorded September 12, 1995 in the Bureau of Conveyances as Document No. 95-117009, from Victoria Hard, Limited, a Hawaii corporation, as to an Undivided 1.7523590% Interest in Unpartitioned Land.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. A 22 foot (22') roadway setback line along Kunia Road as shown on survey map of Roy T. Yama, Registered Professional Land Surveyor, Certificate No. 3847, dated May 22, 1995.
3. Easement 10 (60 feet wide) for Road and Utility Purposes and Easement 14 (60 feet wide) for Road and Utility Purposes in favor of Oahu Sugar Company, Limited under Unrecorded Lease dated January 1, 1956, as amended by unrecorded Amendments dated May 15, 1967, December 31, 1973, and November 30, 1984, and as set forth in unrecorded Partial Cancellation and Surrender of Lease dated June 29, 1995, but effective as of June 30, 1995 (which Partial Cancellation and Surrender of Lease also terminated said Unrecorded Lease as to the real property described herein).
4. GRANT OF EASEMENT
In Favor Of : Hawaiian Electric Company, Inc.
Dated : September 10, 1956
Recorded in the Bureau of Conveyances in Book 3381, Page 336.
Purpose : Powerline Easement (25 feet wide)
5. EASEMENT 1 for flowage purposes running along a portion of the Southeasterly boundary, as shown on File Plan 2154.

6. The following as shown on Survey Map of George A. Sumida, Licensed Professional Surveyor, Certificate No. 4330, dated August 1, 1995, to-wit:

- a) A temporary wire fence and sprinkler heads are into surveyed premises at the Northeasterly boundary adjacent to land owned by Royal Oahu Resorts, Inc. (Lot C).
- b) A portion of the 4-foot wide concrete sidewalk at the intersection of Anoiki Street and Anonui Street falls into surveyed premises. This area conforms to a future property line radius of 30.00 feet.
- c) Temporary water tank site adjacent to Kunia Road.
- d) Dirt roads from Anoiki Street and Anonui Street into the premises described herein.
- e) Dirt road from Kunia Road into the premises described herein.
- f) Loose rock wall, loose rock retaining wall and concrete wall and coral runway within the premises described herein.

7. TERMS AND CONDITIONS OF DECLARATION OF COHDITIONS AND CONSENT dated April 8, 1994, recorded in the Bureau of Conveyances as Document No. 94-065022, by Halekua Development Corporation, a Hawaii corporation, as Petitioner, setting forth the conditions imposed by the Land Use Commission of the State of Hawaii, on the reclassification of the premises described herein from Agricultural District to the Urban District.

8. TERMS AND CONDITIONS OF UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING dated March 6, 1995, recorded in the Bureau of Conveyances as Document No. 95-030454, made by Halekua Development Corporation as Declarant, and Caroline J. Robinson Limited Partnership, a Hawaii limited partnership, et al. as Fee Owners. Declaration and conditions pursuant to provisions of the Land Use Ordinance relating to the change in zoning for the subject property under the Land use Ordinance from the AG-1 Restricted Agricultural District to the I-1, Limited Industrial District, A-1 Low Density Apartment District, P-2, General Preservation District, and R-5 Residential District. Affects Royal Kunia Phase II - Increment 1, containing an area of 240.795 Acres.

R-685

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

APR 16, 1996 12:30 PM

Doc No(s) 96-051983

/s/ CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES
CONVEYANCE TAX: \$2000.00 ^{KV}

LAND COURT

AFTER RECORDATION, RETURN BY MAIL () PICK-UP (X)

LONG & MELORE ESCROW, LTA

1001 Bishop St Ste 2710
Honolulu, Hawaii 96813

Handwritten:
LMA
96042
97450
97651

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

Grantor: HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation
Grantee: HRT, LTD., a Hawaii corporation

PROPERTY DESCRIPTION:

TMK No.: (1) 9-4-002-001 and (1) 9-4-002-052

EXHIBIT "C"

0817

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, whose business and post office address is 2024 North King Street, Honolulu, Hawaii 96819, hereinafter called the "GRANTOR", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to GRANTOR in hand paid by HRT, LTD., a Hawaii corporation, whose business and post office address is 3660 Waiialae Avenue, Suite 400, Honolulu, Hawaii 96816, hereinafter called the "GRANTEE", the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, forever, all of the real property described in Exhibit "A", attached hereto and incorporated herein by reference, subject however to any encumbrances which may be noted on said Exhibit "A".

TO HAVE AND TO HOLD the same, together with all the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainders, rents, issues and profits thereof, and also all the estate, right, title and interest of the GRANTOR at law and in equity therein or thereto, unto the GRANTEE, as aforesaid.

AND the GRANTOR does hereby covenant and agree with the GRANTEE, as aforesaid, that GRANTOR is lawfully seised in fee simple of the premises hereby conveyed; that GRANTOR has good right to sell and convey the same as aforesaid; that the same are free and clear of all encumbrances, except as aforesaid; and that GRANTOR will and GRANTOR's successors and assigns shall WARRANT AND

DEFEND the same unto the GRANTEE, as aforesaid, against the lawful claims and demands of all persons whomsoever, forever.

This conveyance is made in satisfaction of that certain unrecorded Purchase Agreement (2 Parcels) dated June 29, 1995, as amended, and that certain unrecorded Purchase Agreement (1 Parcel) dated June 29, 1995, as amended, and the parties thereto mutually release each other from any and all obligations set forth in both of said Purchase Agreements, save and except as to certain obligations more fully set forth in that certain unrecorded Reaffirmation of Obligations dated _____, made by HALEKUA DEVELOPMENT CORPORATION and by HRT, LTD., HONOLULU LIMITED and 300 CORPORATION.

IT IS UNDERSTOOD that the terms "GRANTOR" and "GRANTEE" as used herein shall mean and include the named parties and their respective heirs, personal representatives, successors and assigns, and shall be so construed that whenever applicable with reference to any of them, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include either or both of the other genders, and that where there is more than one Grantor or more than one Grantee, the obligations herein shall be binding upon such parties jointly and severally.

IN WITNESS WHEREOF, the GRANTOR has hereunto caused these presents to be executed this _____ day of APR 15 1996, 19____.

HALEKUA DEVELOPMENT CORPORATION

BY *[Signature]*

President

GRANTOR

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

On this _____ day of APR 15 1996, 19____,
before me appeared RONALD K. WATASE, to me
personally known, who, being by me duly sworn, did say that he is
the Vice President/Secretary of HALEKUA DEVELOPMENT
CORPORATION, and that the seal affixed to the foregoing instrument
is the corporate seal of said corporation, and that said instrument
was signed and sealed in behalf of said corporation by authority of
its Board of Directors, and the said RONALD K. WATASE
acknowledged said instrument to be the free act and deed of said
corporation.

Elizabeth Umetsu
Notary Public, State of Hawaii

My commission expires: 9/27/97

EXHIBIT "A"

ALL of that certain parcel of land situate at Hoaeae and Waikele, District of Ewa, City and County of Honolulu, State of Hawaii of the ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION, as shown on the Map thereof filed in the Bureau of Conveyances of the State of Hawaii as File Plan No. 2171, described as follows:

LOT 2, area 13.304 Acres; and

Being the same land conveyed by the following:

AS TO THE INTEREST OF HALEKUA DEVELOPMENT CORPORATION, A HAWAII CORPORATION:

Limited Warranty Deed dated _____, 19____, recorded in the Bureau of Conveyances as Document No. 9-05140, from HRT, LTD., a Hawaii corporation.

Limited Warranty Deed dated September 5, 1995, recorded September 12, 1995 in the Bureau of Conveyances as Document No. 95-117006, from the following:

Caroline J. Robinson Limited Partnership, a Hawaii limited partnership, as to an Undivided 37.772503% Interest in Partitioned Land and an Undivided 37.5% Interest in Unpartitioned Land.

J. L. P. Robinson Limited Partnership, a Hawaii limited partnership, as to an Undivided 27.837891% Interest in Partitioned Land and an Undivided 27.63706% Interest in Unpartitioned Land.

Hawaiian Trust Company, Ltd., a Hawaii corporation, Trustee under the Will and of the Estate of Frances McWayne, Deceased, as to an Undivided .435551% Interest in Unpartitioned Land.

Hawaiian Trust Company, Ltd., a Hawaii corporation, Trustee under the Will and of the Estate of Iwalani Amelia Robinson, Deceased, as to an Undivided .079191% Interest in Unpartitioned Land.

Hawaiian Trust Company, Ltd., a Hawaii corporation, Trustee under that certain Trust Agreement No. 90-01892, as to an Undivided 0.446109% Interest in Unpartitioned Land.

Limited Warranty Deed dated August 21, 1995, recorded September 12, 1995 in the Bureau of Conveyances as Document No. 95-117007, from the following:

Herman G. P. Lemke, William Rhett Taber and William W. Paty, as Trustees under the Will and of the Estate of Mark Alexander Robinson, deceased, as to an Undivided 27.837891% Interest in Partitioned Land and an Undivided 29.3891446% Interest in Unpartitioned Land

Kerman G. P. Lemke, William Rhett Taber and William W. Paty, as Trustees under that certain Deed of Trust executed by Mark Alexander Robinson and Mary Kapuahulani Hart Robinson, husband and wife, as Settlers, dated July 30, 1953, recorded in the Bureau of Conveyances in Book 2720, Page 352, as to an Undivided 6.551715% Interest in Partitioned Land and an Undivided 2.7605854% Interest in Unpartitioned Land.

Limited Warranty Deed dated August 28, 1995, recorded September 12, 1995 in the Bureau of Conveyances as Document No. 95-117009, from Victoria Ward, Limited, a Hawaii corporation, as to an Undivided 1.7523590% Interest in Unpartitioned Land.

SUBJECT, HOWEVER, to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. A 22 foot (22') roadway setback line along Kunia Road as shown on survey map of Roy T. Yama, Registered Professional Land Surveyor, Certificate No. 3847, dated May 22, 1995.
3. Easement 10 (60 feet wide) for Road and Utility Purposes and Easement 14 (60 feet wide) for Road and Utility Purposes in favor of Oahu Sugar Company, Limited under Unrecorded Lease dated January 1, 1956, as amended by unrecorded Amendments dated May 15, 1967, December 31, 1973, and November 30, 1984, and as set forth in unrecorded Partial Cancellation and Surrender of Lease dated June 29, 1995, but effective as of June 30, 1995 (which Partial Cancellation and Surrender of Lease also terminated said Unrecorded Lease as to the real property described herein).
4. GRANT OF EASEMENT
In Favor Of : Hawaiian Electric Company, Inc.
Dated : September 10, 1956
Recorded in the Bureau of Conveyances in Book 3361, Page 336.
Purpose : Powerline Easement (25 feet wide)
5. EASEMENT 1 for flowage purposes running along a portion of the Southeastern boundary, as shown on File Plan 2154.

6. The following as shown on Survey Map of George A. Sumida, Licensed Professional Surveyor, Certificate No. 4330, dated August 1, 1995, to-wit:
- a) A temporary wire fence and sprinkler heads are into surveyed premises at the Northeasterly boundary adjacent to land owned by Royal Oahu Resorts, Inc. (Lot C).
 - b) A portion of the 4-foot wide concrete sidewalk at the intersection of Anoiki Street and Anonui Street falls into surveyed premises. This area conforms to a future property line radius of 30.00 feet.
 - c) Temporary water tank site adjacent to Kunia Road.
 - d) Dirt roads from Anoiki Street and Anonui Street into the premises described herein.
 - e) Dirt road from Kunia Road into the premises described herein.
 - f) Loose rock wall, loose rock retaining wall and concrete wall and coral runway within the premises described herein.
7. TERMS AND CONDITIONS OF DECLARATION OF CONDITIONS AND CONSENT dated April 8, 1994, recorded in the Bureau of Conveyances as Document No. 94-065022, by Halekua Development Corporation, a Hawaii corporation, as Petitioner, setting forth the conditions imposed by the Land Use Commission of the State of Hawaii, on the reclassification of the premises described herein from Agricultural District to the Urban District.
8. TERMS AND CONDITIONS OF UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING dated March 6, 1995, recorded in the Bureau of Conveyances as Document No. 95-030454, made by Halekua Development Corporation as Declarant, and Caroline J. Robinson Limited Partnership, a Hawaii limited partnership, et al, as Fee Owners. Declaration and conditions pursuant to provisions of the Land Use Ordinance relating to the change in zoning for the subject property under the Land use Ordinance from the AG-1 Restricted Agricultural District to the I-1, Limited Industrial District, A-1 Low Density Apartment District, P-2, General Preservation District, and R-5 Residential District. Affects Royal Kunia Phase II - Increment 1, containing an area of 240.795 Acres.



TITLE GUARANTY OF HAWAII

INCORPORATED
235 QUEEN STREET HONOLULU, HAWAII 96813
PHONE: (808) 533-6261 FAX: (808) 521-0221

TITLE GUARANTY OF HAWAII, INCORPORATED
HEREBY CERTIFIES THAT THIS IS A TRUE COPY
OF THE ORIGINAL DOCUMENT RECORDED
REGULAR SYSTEM DOCUMENT NO. 2001-168369
ON OCTOBER 25, 2001 AT 8:02 A.M.

168369 / R HALEKUA DEVMT CORP
E HRT LTD

DATE OF RECORDING : OCTOBER 25, 2001

DESCRIPTION : LOT 1 OF RP 4490

DOCUMENT TYPE : D

FILE 200149974

EXHIBIT "D"

3

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL (/) PICK-UP ()

LAW OFFICES OF REUBEN S.F. WONG
Suite 2288, Central Pacific Plaza
220 South King Street
Honolulu, Hawaii 96813

Total No. of Pages: 11

TITLE OF DOCUMENT:

WARRANTY DEED

PARTIES TO DOCUMENT:

Grantor: HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation
Grantee: HRT, LTD., formerly a Hawaii corporation, now a Maryland corporation

PROPERTY DESCRIPTION:

(36.660 acres)

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, whose business and post office address is 2024 North King Street, Honolulu, Hawaii 96819, hereinafter called the "GRANTOR", for and in consideration of the sum of TEN DOLLARS (\$10.00) and other valuable consideration to GRANTOR in hand paid by HRT, LTD., formerly a Hawaii corporation, now a Maryland corporation, whose business and post office address is 3660 Waiialae Avenue, Suite 400, Honolulu, Hawaii 96816, hereinafter called the "GRANTEE", the receipt whereof is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto the GRANTEE, its successors and assigns, forever, all of the GRANTOR's right, title and interest, in and to that certain real property described in Exhibit "A", attached hereto and incorporated herein by reference, subject however to any encumbrances which may be noted on said Exhibit "A".

TO HAVE AND TO HOLD the same, together with all the tenements, hereditament and appurtenances thereunto belonging or in anywise appertaining and the reversion and reversions, remainders, rents, issues and profits thereof, and also all the estate, right, title and interest of the GRANTOR at law and in equity therein or thereto, unto the GRANTEE, as aforesaid.

AND the GRANTOR does hereby covenant and agree with the GRANTEE, as aforesaid, that GRANTOR is lawfully seised in fee simple of the premises hereby conveyed; that GRANTOR has good right

to sell and convey the same as aforesaid; that the same are free and clear of all encumbrances, and that GRANTOR will and GRANTOR's successors and assigns shall WARRANT AND DEFEND the same unto the GRANTEE, as aforesaid, against the lawful claims and demands of all persons whomsoever, forever.

IT IS UNDERSTOOD that the terms "GRANTOR" and "GRANTEE" as used herein shall mean and include the named parties and their respective heirs, personal representatives, successors and assigns, and shall be so construed that whenever applicable with reference to any of them, the use of the singular shall include the plural, the use of the plural shall include the singular, and the use of any gender shall include either or both of the other genders, and that where there is more than one Grantor or more than one Grantee, the obligations herein shall be binding upon such parties jointly and severally.

IN WITNESS WHEREOF, the GRANTOR has hereunto caused these presents to be executed this 11TH day of July, 2001.

HALEKUA DEVELOPMENT CORPORATION

By [Signature]
Its President

GRANTOR

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

On this ____ day of JUL 11 2001, 20__, before me appeared Herbert K. Horita, to me personally known, who, being by me duly sworn, did say that he is the President of HALEKUA DEVELOPMENT CORPORATION, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said Herbert K. Horita acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth Umetsu
Notary Public, State of Hawaii

ELIZABETH UMETSU

Print or type Name of Notary

My commission expires: 9/27/01

EXHIBIT "A"

DESCRIPTION
LOT 1

Being a portion of Royal Patent 4490, Land Commission Award 10474,
Apana 9 to N. Namauu

Being, also, a portion of Lot 3 of Royal Kunia Phase II
Increment 1 Subdivision (File Plan 2171)

Situated on the Easterly side of Kunia Road

At Hoaeae, Ewa, Oahu, Hawaii

Beginning at the South corner of this parcel of land, being, also, the West corner of Lot 55 of Royal Kunia Subdivision, Site 13B (File Plan 2170) and on the Easterly side of Kunia Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "EWA CHURCH" being 3,360.76 feet North and 20,305.93 feet West, thence running by azimuths measured clockwise from True South:

1. 157° 57' 30" 654.05 feet along the Easterly side of Kunia Road;
2. Thence along the Easterly side of Kunia Road, on a curve to the left with a radius of 5,759.60 feet, the azimuth and distance of the chord being:
157° 44' 01" 45.18 feet;
3. 246° 16' 30" 903.34 feet along Lot 2 of Royal Kunia Phase II Increment 1 Subdivision (File Plan 2171);
4. 156° 16' 30" 614.02 feet along Lot 2 of Royal Kunia Phase II Increment 1 Subdivision (File Plan 2171);
5. 246° 16' 30" 56.00 feet along the remainder of Lot 3 of Royal Kunia Phase II Increment 1 Subdivision (File Plan 2171);
6. Thence along the remainder of Lot 3 of Royal Kunia Phase II Increment 1 Subdivision (File Plan 2171), on a curve to the right with a radius of 30.00 feet, the azimuth and distance of the chord being:
201° 16' 30" 42.43 feet;
7. 246° 16' 30" 697.75 feet along the remainder of Lot 3 of Royal Kunia Phase II Increment 1 Subdivision (File Plan 2171);
8. 336° 16' 30" 1,125.14 feet along the remainder of Lot 3 of Royal Kunia Phase II Increment 1 Subdivision (File Plan 2171);

9. 52° 58' 1,035.56 feet along the Northerly side of 'Anoiki Street, Lot 120, Lots 48 to 53, inclusive, and Lots 64 to 67, inclusive, of Royal Kunia Subdivision Site 13A (File Plan 2168);
10. 67° 57' 30" 700.00 feet along Lots 68 and 77 of Royal Kunia Subdivision Site 13A (File Plan 2168) and Lots 53, 42, 41, 40, 54 and 55 of Royal Kunia Subdivision Site 13B (File Plan 2170) to the point of beginning and containing an Area of 36.660 Acres.

Subject, however, to the following easements:

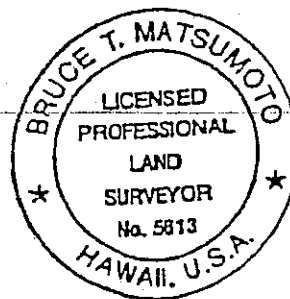
Easement 1 for Flowage Purposes as shown on Royal Kunia Phase II Increment 1 (File Plan 2154);

Easement 58 for Drainage and Maintenance Purposes as shown on Royal Kunia Subdivision Site 13A (File Plan 2168);

Easement 63 for Flowage Purposes as shown on Royal Kunia Subdivision Site 13A (File Plan 2168);

Subject, also, to a 22-ft. roadway setback line along Kunia Road.

ParEn, Inc. dba PARK ENGINEERING



Kawaihāo Plaza, Hale Mauka
567 South King Street, Suite 300
Honolulu, Hawaii 96813

June 27, 2001

Tax Map Key: 9-4-02: Portion of 71

Bruce T. Matsumoto
Licensed Professional Surveyor
Certificate Number 5813

SUBJECT, HOWEVER, to the following:

1. Reservation in favor of the State of Hawaii of all mineral and metallic mines.

2. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC.

DATED : September 10, 1956

RECORDED : Liber 3381 Page 336

GRANTING : a right-of-way (25 feet wide) for powerline purposes

3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : CERTIFICATE AND CONSENT

DATED : December 1, 1986

RECORDED : Liber 20114 Page 517

PARTIES : WAITEC DEVELOPMENT, INC., a Hawaii corporation

4. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION

DATED : August 19, 1985

RECORDED : Liber 20142 Page 338

5. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : NOTICE OF IMPOSITION OF CONDITIONS BY THE LAND USE COMMISSION

BY : HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation

DATED : December 15, 1993

RECORDED : Document No. 93-209114

6. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS AND CONSENT

DATED : April 8, 1994

RECORDED : Document No. 94-065022

Said Declaration was amended by instrument dated December 10, 1997, recorded as Document No. 99-056493.

7. DESIGNATION OF EASEMENT "10" (60 feet wide)

PURPOSE : road and utility
SHOWN : on File Plan No. 2154

8. DESIGNATION OF EASEMENT "11" (60 feet wide)

PURPOSE : road
SHOWN : on File Plan No. 2154

9. DESIGNATION OF EASEMENT "13" (10 feet wide)

PURPOSE : powerline
SHOWN : on File Plan No. 2154

- ~~10. DESIGNATION OF EASEMENT "14" (60 feet wide)~~

~~PURPOSE : road and utility
SHOWN : on File Plan No. 2154~~

11. SETBACK (22 feet wide)

PURPOSE : roadway
ALONG : Kunia Road
SHOWN : on File Plan No. 2154.

12. DESIGNATION OF EASEMENT "1"

PURPOSE : flowage
SHOWN : on File Plan No. 2154

13. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR
CONDITIONAL ZONING

DATED : March 6, 1995
RECORDED : Document No. 95-030454

14. MORTGAGE

MORTGAGOR : HALEKUA DEVELOPMENT CORPORATION, a Hawaii
corporation

MORTGAGEE : HRT, LTD., a Hawaii corporation

DATED : September 1, 1995
RECORDED : Document No. 95-117011
AMOUNT : \$10,000,000.00

ABOVE MORTGAGE AMENDED BY INSTRUMENT

DATED : April 12, 1996
RECORDED : Document No. 96-051984

15. MORTGAGE

MORTGAGOR : HALEKUA DEVELOPMENT CORPORATION, a Hawaii
corporation

MORTGAGEE : HERMAN G.P. LEMKE, WILLIAM RHETT TABER and WILLIAM
W. PATY, as Trustees under the Will and of the
Estate of Mark Alexander Robinson, deceased, et al.

DATED : September 7, 1995
RECORDED : Document No. 95-117012

RE-AFFIRMATION OF JUNIOR MORTGAGE dated May 7, 1996, recorded as
Document No. 96-091091.

ABOVE MORTGAGE AMENDED BY INSTRUMENT

DATED : May 7, 1996
RECORDED : Document No. 96-091092

16. UNRECORDED RE-AFFIRMATION OF OBLIGATIONS dated ---, made by HALEKUA DEVELOPMENT CORPORATION, and HRT, LTD., HONOLULU LIMITED and 300 CORPORATION, as mentioned in instrument dated April 12, 1996, recorded as Document No. 96-051980.
17. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:
- INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR
CONDITIONAL ZONING
- DATED : April 9, 1997
RECORDED : Document No. 97-047601
18. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

Said above described parcel of land having been acquired as follows:

1. By HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, as to an undivided 85.72% interest, by (a) LIMITED WARRANTY DEED of ~~CAROLINE J. ROBINSON LIMITED~~, a Hawaii limited partnership, J. L. P. ROBINSON LIMITED PARTNERSHIP; a Hawaii limited partnership, and HAWAIIAN TRUST COMPANY, LTD., a Hawaii corporation, Trustee, et al., dated September 5, 1995, recorded as Document No. 95-117006; (b) LIMITED WARRANTY DEED of HERMAN G. P. LEMKE, WILLIAM RHETT TABER, and WILLIAM W. PATY, as Trustees under the Will and of the Estate of Mark Alexander Robinson, deceased, and HERMAN G. P. LEMKE, WILLIAM RHETT TABER, and WILLIAM W. PATY, as Trustees under that certain Deed of Trust executed by Mark Alexander Robinson and Mary Kapuabaulani Hart Robinson, husband and wife, as Settlers, dated August 21, 1995, recorded as Document No. 95-117007; (c) LIMITED WARRANTY DEED of VICTORIA WARD, LIMITED, a Hawaii corporation, dated August 28, 1995, recorded as Document No. 95-117009; and (d) LIMITED WARRANTY DEED of HRT, LTD., a Hawaii corporation, dated April 12, 1996, recorded as Document No. 96-051980;

2. By HRT, LTD., formerly a Hawaii corporation, now a Maryland corporation, as to an undivided 11.9% interest, by WARRANTY DEED of HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, dated August 25, 1999, recorded as Document No. 2000-009215;
3. By HRT, LTD., formerly a Hawaii corporation, now a Maryland corporation, as to an undivided 2.380% interest, by WARRANTY DEED of HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, dated December 14, 1999, recorded as Document No. 2000-009216; and
4. By HRT, LTD., formerly a Hawaii corporation, now a Maryland corporation, as to an undivided 3.33% interest, by WARRANTY DEED of HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, dated March 30, 2001, recorded as Document No. 2001-054452.

BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAI'I

In the Matter of the Petition

of

HALEKUA DEVELOPMENT
CORPORATION, a Hawai'i corporation,

To Amend the Agricultural Land Use District
Boundary into the Urban Land Use District for
Approximately 503.886 Acres at Waikele and
Ho'ae'ae, 'Ewa, O'ahu, City and County of
Honolulu, State of Hawai'i, Tax Map Key No.
9-4-02:1, portion of 52, 70 and 71.

DOCKET NO. A92-683

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that due service of a copy of **OFFICE OF PLANNING, STATE OF HAWAI'I'S OPPOSITION TO SUCCESSOR PETITIONER (TO PARCEL 52), HO'OHANA SOLAR 1, LLC'S MOTION FOR ORDER BIFURCATING THE AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER FILED ON OCTOBER 1, 1996 IN DOCKET NO. A92-683**, was made by hand-delivery or by depositing the same with the U. S. mail, postage prepaid, on November 5, 2014, addressed to:

STEVEN S. C. LIM, ESQ.
JENNIFER A. BENCK, ESQ.
PUANANIONAONA P. THOENE, ESQ.
ASB Tower, Suite 2100
1001 Bishop Street
Honolulu, HI 96813
Attorneys for Successor Petitioner
HOOHANA SOLAR 1, LLC

GEORGE I. ATTA, Director
Department of Planning and Permitting
City and County of Honolulu
650 S. King Street, 7th Flr.
Honolulu, HI 96813

DONNA Y. L. LEONG, ESQ.
DON S. KITAOKA, ESQ.
RICHARD LEW ALLEN, ESQ.
Dept. of the Corporation Counsel
Honolulu Hale, Room 110
530 S. King Street
Honolulu, HI 96813

ROBINSON KUNIA LAND LLC
c/o Rush Moore LLP
ATTN: Stephen K. C. Mau, Esq.
Pacific Guardian Ctr., Mauka Twr.
737 Bishop Street, #2400
Honolulu, HI 96813

FOREST CITY SUSTAINABLE RESOURCES, LLC
ATTN: Ann Bouslog
5173 Nimitz Road
Honolulu, HI 96818

HANWHA Q CELLS USA CORP.
ATTN: Laurence Green
8001 Irvine Center Drive, #1250
Irvine, CA 92618

HALEKUA DEVELOPMENT CORP.
ATTN: The Horita Group, Inc.
Mr. Joshua Horita
98-150 Kaonohi Street, B128
Aiea, HI 96701

CANPARTNERS IV ROYAL KUNIA PROPERTY LLC
c/o Matsubara – Kotake
ATTN: Wyeth M. Matsubara, Esq.
888 Mililani Street, 8th Flr.
Honolulu, HI 96813

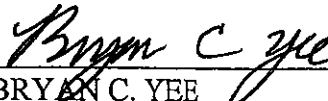
HRT REALTY, LLC
c/o Law Offices of Reuben Wong
ATTN: Delwyn H. W. Wong
1164 Bishop Street, #1006
Honolulu, HI 96813

300 CORPORATION
c/o Law Offices of Reuben Wong
ATTN: Delwyn H. W. Wong
1164 Bishop Street, #1006
Honolulu, HI 96813

HONOLULU LIMITED
c/o Law Offices of Reuben Wong
ATTN: Delwyn H. W. Wong
1164 Bishop Street, #1006
Honolulu, HI 96813

RKES, LLC
ATTN: Patrick K. Kobayashi
1288 Ala Moana Boulevard, #201
Honolulu, HI 96814

DATED: Honolulu, Hawai'i, November 5, 2014.



BRYAN C. YEE
Deputy Attorney General

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In the Matter of the Petition

of

HALEKUA DEVELOPMENT
CORPORATION, a Hawaii corporation,

To Amend the Agricultural Land Use
District Boundary into the Urban Land Use
District for Approximately 503.886 Acres
at Waikele and Hoaeae, Ewa, Oahu, City
and County of Honolulu, State of Hawaii,
Tax Map Key No. 9-4-02:1, portion of 52,
70 and 71.

DOCKET NO. A92-683

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that due service of a copy of HRT Realty, LLC, 300 Corporation, and Honolulu Limited's Statement of Position in Response to Successor Petitioner (to Parcel 52) Ho'ohana Solar 1, LLC's Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996, filed August 11, 2014, was made by hand delivery or by depositing the same with the U. S. mail, postage prepaid, on November 18, 2014, addressed to:

STEVEN S. C. LIM, ESQ.
JENNIFER A. BENCK, ESQ.
PUANANIONAONA P. THOENE, ESQ.
ASB Tower, Suite 2100
1001 Bishop Street
Honolulu, Hawaii 96813
Attorneys for Successor Petitioner
HOOHANA SOLAR 1, LLC

GEORGE I. ATTA, Director
Department of Planning and Permitting
City and County of Honolulu
650 S. King Street, 7th Floor
Honolulu, Hawaii 96813

DONNA Y. L. LEONG, ESQ.
DON S. KITAOKA, ESQ.
RICHARD LEW ALLEN, ESQ.
Department of the Corporation Counsel
Honolulu Hale, Room 110
530 S. King Street
Honolulu, Hawaii 96813

ROBINSON KUNIA LAND LLC
c/o Rush Moore LLP
Attention: Stephen K. C. Mau, Esq.
Pacific Guardian Center, Mauka Tower
737 Bishop Street, #2400
Honolulu, Hawaii 96813

FOREST CITY SUSTAINABLE RESOURCES, LLC
Attention: Ann Bouslog
5173 Nimitz Road
Honolulu, Hawaii 96818

HANWHA Q CELLS USA CORP.
Attention: Laurence Green
8001 Irvine Center Drive, #1250
Irvine, CA 92618

HALEKUA DEVELOPMENT CORP.
Attention: The Horita Group, Inc.
Mr. Joshua Horita
98-150 Kaonohi Street, B128
Aiea, Hawaii 96701

CANPARTNERS IV ROYAL KUNIA PROPERTY LLC
c/o Matsubara – Kotake
Attention: Wyeth M. Matsubara, Esq.
888 Mililani Street, 8th Floor
Honolulu, Hawaii 96813

RKES, LLC
Attention: Patrick K. Kobayashi
1288 Ala Moana Boulevard, #201
Honolulu, Hawaii 96814

STATE OF HAWAII
OFFICE OF PLANNING
Attention: Bryan C. Yee, Deputy Attorney General
425 Queen Street
Honolulu, Hawaii 96813

DATED: Honolulu, Hawaii, November 18, 2014.



REUBEN S. F. WONG
DELWYN H. W. WONG
IRWYN H. G. WONG
Attorneys for
HRT REALTY, LLC,
300 CORPORATION, and
HONOLULU LIMITED