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LAND USE COMMISSION
STATE OF HAWAII

2014 NOV -5 P 3:39

Attorneys for OFFICE OF PLANNING,
STATE OF HAWAI'I

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

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; EXHIBITS 9-10;

CERTIFICATE OF SERVICE

**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**

The Office of Planning opposes Successor Petitioner's Motion to Bifurcate because it
seeks to avoid compliance with the existing conditions, particularly Condition 19.

I. BACKGROUND

In 1993, the Land Use Commission ("LUC" or "Commission") reclassified approximately 504 acres of land from the Agricultural to the Urban district. In 1996, upon request by Petitioner and with the submission of a revised master plan, the LUC approved a modification. Condition 19 of the 1996 Amended Findings of Fact, Conclusions of Law, and Decision and Order ("1996 Decision and Order") mitigated the impacts of taking acreage out of the Agricultural District by requiring, among other things, that the Petitioner provide the off-site infrastructure up to the agricultural park that was to be given to the Department of Agriculture ("DOA"). Condition 19 stated as follows:

Petitioner shall convey the agricultural park to the State of Hawai'i, and provide off-site infrastructure to the agricultural park, pursuant to the terms of the Memorandum of Understanding dated March 30, 1993 entered into by Petitioner and the Department of Agriculture.

Condition 20 of the 1996 Decision and Order also required Petitioner to substantially comply with the representations made to the Commission. It stated as follows:

Petitioner shall develop the Property in substantial compliance with the representations made to the Commission. Petitioner's or its successor's failure to so develop the Property may result in reversion of the Property to its former classification, or change to a more appropriate classification.

The March 30, 1993 Memorandum of Understanding ("MOU") required the Petitioner to convey 150 acres of land to DOA by December 31, 1997 for an Agricultural Park. See Exhibit 9. Petitioner was also required to initiate the construction of the off-site infrastructure improvements up to the Agricultural Park within one year of the conveyance and complete the infrastructure improvements within thirty months thereafter.

The Petitioner, however, failed to convey the land to DOA in a timely fashion, and OP was forced to file a Motion for Order to Show Cause based upon Petitioner's failure to convey the land to DOA. In 2003, HRT and OP entered into a stipulation in which HRT agreed to purchase the 150 acres of land from the Robinson Owners and transfer said lands to DOA in satisfaction of HRT's obligations under the 1996 Decision and Order. See Exhibit 10.

The 2003 stipulation also provided that the obligation to provide infrastructure under Condition 19 shall continue to apply to and encumber all lands, other than the HRT lands. By purchasing the 150 acres from Robinson Estate, HRT then obtained a specific exemption from an order to show cause based upon a failure to provide infrastructure pursuant to Condition 19. Robinson Estate never got such an exemption; but should have been aware of its obligations to provide infrastructure pursuant to Condition 19.

In 2007, Petitioner and DOA entered into an Amendment and Restatement of Memorandum of Understanding.¹ In that document, Petitioner was required to submit the preliminary infrastructure site plan by December 31, 2008 with the completion of the off-site infrastructure by January 1, 2011. In February of 2009, the deadline for obtaining approval of the preliminary infrastructure site plan was extended to December of 2009. In September of 2012, the deadline for approval of the preliminary infrastructure site plan was further extended to December 31, 2013. At this time, therefore, Condition 19 of the October 8, 1996 Decision and Order has been and continues to be violated.

Hoohana asserts that in the 2000's, the Petition Area was divided among multiple landowners, one of which was the Robinson Estates. In 2005, Robinson Estate transferred its property interest to RKL. In 2012, RKL entered into an Option Agreement with Forest City

¹ Although Hoohana asserts that the Robinson Estate was not a signator to the Amendment and Restatement of Memorandum of Understanding, one provision of the document requires reversion of the Agricultural Park to the "Robinson Owners" under certain circumstances, indicating at least knowledge and acquiescence to the document.

Sustainable Resources, LLC (“Forest City”) to develop, construct, and operate a solar power generating Project on Parcel 52 within the Petition Area. Forest City then created a joint venture with Hanwa Q Cells US to create the current movant Hoohana Solar 1, LLC (“Hoohana”). It is unclear what due diligence was performed by any of these entities to ascertain compliance with the conditions of the 1996 Decision and Order.

Contrary to Hoohana’s allegations, the Robinson Estate received the land subject to all the conditions imposed by the LUC. Even if they were not parties to the MOU, the Robinson Estate still took its parcel subject to Condition 19 of the LUC’s 1996 Decision and Order which required compliance with the MOU. Even if Hoohana is able to distance itself from any responsibility under the amendments to the MOU, Hoohana will still be violating Condition 19 because the amendments extended deadlines established in the MOU.

On August 11, 2014, Hoohana Solar 1, LLC filed a motion to amend the 1996 Decision and Order. In that motion to amend, Hoohana does not inform the LUC of the ongoing violation of Condition 19, and instead wrongly asserts that Condition 19 had been satisfied.

On October 8, 2014, the Office of Planning filed its response to Hoohana’s motion to amend. OP recommended approval of the motion to amend, subject to the adoption of a new condition which extends the time period in which Petitioners have to submit a preliminary infrastructure site plan and begin construction. On October 22, 2014, Hoohana filed the present motion to bifurcate which combines the motion to amend with bifurcation. Because Hoohana’s motion to bifurcate is asking to hold the existing conditions in “abeyance” in order to avoid its responsibilities under the existing Order, including Condition 19, OP opposes the motion for bifurcation.

II. ARGUMENT

I. The Royal Kunia Project is Languishing.

The Petition Area was reclassified in 1993, over twenty years ago, but has not been developed. The construction jobs, houses, and economic stimulus which are needed in our economy have been, therefore, unfulfilled promises.

In 1996, the LUC amended the Decision and Order based in part upon a representation that the Petition Area was anticipated to be developed within a 12-year period (i.e. 2006). A specific deadline was not included among the conditions, although Condition 20 requires “substantial compliance with the representations made to the Commission.”

In 2013, Canpartners IV Royal Kunia Property LLC, (“Canpartners”), one of the successor landowners, asked for an amendment to the transportation condition. Canpartners asserted that if the transportation condition could be amended to make clear that it was not responsible for the highway off-ramp improvements, construction and development of Increments 1 and 2 of Royal Kunia would immediately begin. The LUC amended the transportation condition. But no development has occurred.

In 2014, after OP inquired with Hoohana about its co-Petitioner, Hoohana repeated information in the annual status reports but gave no new information about the status of Increments 1 and 2. See Exhibit 8, previously submitted.

The Office of Planning proposed requiring the submittal of a revised Master Plan and development schedule. The new thirty-five year use of Parcel 52 as a solar farm and the unknown status of Increments 1 and 2 dictate that a revised Master Plan is needed. But just as importantly, requiring Petitioners to revise and update the Master Plan will hopefully force or at

least encourage Petitioners to begin development and provide the jobs, houses, and stimulus that were originally expected in 1993.

Hoohana argues that it should not be held responsible for the Master Plan update. But the responsibility was owed by the original Petitioner, and all subsequent landowners took possession of the property subject to those responsibilities. In balancing the competing interests, OP has agreed that Hoohana should be allowed to amend the decision and order to change the proposed use and to operate a solar farm, and is not currently arguing that the failure to develop by 2006 constitutes substantial non-compliance with representations as required by Condition 20. But the bifurcation motion should not be used to allow continued delay in providing jobs, houses, and stimulus when the only requirement is the submittal of a revised Master Plan and development schedule.

II. The Petitioners are in Violation of Condition 19.

Condition 19 requires compliance with the March 30, 1993 MOU. The MOU required construction of the off-site infrastructure up to the Agricultural Park to commence by December 31, 1998 and to be completed by July 1, 2000. That deadline for submittal of site plans was subsequently established and eventually extended to December 31, 2013. The deadline to complete the infrastructure construction was extended from July 1, 2000 to January 1, 2011.

The preliminary site plan has never been submitted to DOA. Construction of the off-site utility infrastructure has never begun, much less been completed. Accordingly, Petitioners are in violation of the deadlines set forth in the MOU with or without any of the amendments. All Petitioners, therefore, are in violation of Condition 19.

Compliance with Condition 19 is time sensitive because the Department of Agriculture is moving to develop the Agricultural Park. The Department of Agriculture has approval to use

\$300,000 for the design and planning of on-site infrastructure within the Agricultural Park. The designer has been procured, and the design and planning has begun. But the location of the utility connections is needed for this process. DOA anticipates that monies will be obtained for construction after design and planning are completed.

Although Petitioners are in violation of Condition 19, OP recommended that Petitioners be given an additional six months to submit the preliminary site plan, effectively continuing the deadline from December 2013 to May 2015, or approximately 17 additional months after the current deadline. OP proposed that commencement of construction of the infrastructure be required to occur prior to commencement of construction of the solar farm, effectively reducing the requirement from completion to commencement and extending the deadline for construction from January 1, 2011. Contrary to Hoohana's assertion, OP's proposed condition does not hold Hoohana "hostage." It actually absolves Hoohana from its existing violation of Condition 19 by providing alternate and later deadlines. In light of Hoohana's latest position, OP reserves the right to recommend a stricter condition.

Rather than accept OP's conditions or propose an alternative, Hoohana seeks to use bifurcation as a means to avoid any responsibility for compliance with Condition 19. But the obligation is owed by all landowners of the Petition Area. The LUC took land out of the Agricultural District conditioned upon the Petitioner's obligation to mitigate this loss of agricultural land through Condition 19. It is far too late for successor petitioners to disagree with this condition or to try and re-litigate the requirement. But this is essentially what Hoohana is trying to do by seeking to avoid compliance with Condition 19 for at least 35 years through bifurcation.


Hoohana also argues that compliance with some of the conditions is outside of its control. But this was the consequence breaking up the Petition Area among several different landowners. The LUC did not break up the Petition Area. That decision was made by the private landowners. The landowners cannot decide to break up the Petition Area, and then complain that their decision creates a joint responsibility and a reliance upon the other landowners. The private landowners need to enter into their own agreements as to their relative responsibilities, enforceable amongst themselves. They should not use the LUC as a means to avoid the reliance which their decision created.

III. CONCLUSION

For all the aforementioned reasons, the Office of Planning opposes the Motion to Bifurcate as proposed by Hoohana in this case.

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

DAVID M. LOUIE
Attorney General of Hawai'i



BRYAN C. YEE
DEBORAH DAY EMERSON
Deputy Attorneys General

Attorneys for OFFICE OF PLANNING,
STATE OF HAWAI'I

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM, DATED March 30, 1993, BY AND BETWEEN THE DEPARTMENT OF AGRICULTURE, STATE OF HAWAII (HEREINAFTER REFERRED TO AS THE "DOA"), AND HALEKUA DEVELOPMENT CORPORATION (HEREINAFTER REFERRED TO AS "HALEKUA"), IS BEING EXECUTED TO MEMORIALIZE THE PARTIES' UNDERSTANDING REGARDING THE CONVEYANCE AND DEVELOPMENT OF APPROXIMATELY 150 ACRES OF LAND WITHIN THE ROYAL KUNIA PHASE II SUBDIVISION FOR A STATE AGRICULTURAL PARK, LOCATED AT WAIKELE AND HOAEAE, EWA, OAHU, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, TAX MAP KEY NO. 9-4-02: Portion of 1 and Portion of 52.

Whereas, pursuant to Sections 166-1 and 171-112, Hawaii Revised Statutes, as amended, the Legislature of the State of Hawaii has found that there is a need for agricultural land use planning in the State and that the acquisition of private property for agricultural purposes is a public purpose or use necessary to facilitate sound agricultural land use planning;

Whereas, the DOA has jurisdiction for the development of agricultural parks for the purpose of assisting and perpetuating the small diversified farmer in the State of Hawaii;

EXHIBIT "9"

Whereas, Halekua is developing the Royal Kunia Phase II subdivision in Central Oahu as a continuation of the Royal Kunia Phase I and Village Park planned communities;

Whereas, Halekua is committed to working with the DOA to integrate a State agricultural park into its master plan for Royal Kunia Phase II;

Now therefore, the DOA and Halekua agree to the following to promote the development of the agricultural park:

A. Halekua shall convey approximately one hundred fifty (150) acres of land within Royal Kunia Phase II, in the approximate location identified on Exhibit A, attached hereto and incorporated herein, to the State of Hawaii for the purpose of establishing a State agricultural park (hereinafter referred to as the "agricultural park").

B. The agricultural park is intended to benefit the small diversified farmer and use of the park shall be intended for diversified agricultural production including crop, floriculture, foliage and orchard production. In addition, up to a maximum of fifty (50) related agricultural farm dwellings or farm employee housing units may be constructed within the agricultural park. These dwellings shall not be offered for sale by the DOA.

C. As this agricultural park will be located adjacent to an urban community, commercial livestock and aquaculture production or other related activities shall be prohibited.

D. Halekua shall incorporate the agricultural park into its land plan for the Royal Kunia Phase II subdivision and jointly with the DOA shall prepare a preliminary site plan for the agricultural park reflecting the locations of the agricultural lots, agricultural farm dwellings, and roadway and infrastructure connections to the boundary of the agricultural park parcel. The DOA shall determine the final layout of the agricultural park's interior configuration, subject to review and concurrence by Halekua, and shall provide funding for construction of the improvements within the interior boundaries of the agricultural park. The DOA may elect as part of its subsequent agreement with Halekua to have Halekua construct the infrastructure improvements as part of the Royal Kunia development.

~~E. Halekua shall convey the fee title to the agricultural~~
park to the State of Hawaii at no cost to the State within six (6) months of receipt of all necessary land use approvals from the State of Hawaii and the City and County of Honolulu for the Royal Kunia Phase II project or, in the alternative, by December 31, 1997, whichever event shall occur sooner.

F. Halekua shall design and construct off-site infrastructure improvements for the agricultural park including

roadway, potable and irrigation water lines (exclusive of water commitment), and sewer lines and utility connections, up to the property boundary of the agricultural park at no cost to the DOA. The DOA shall review and concur with the design of the off-site infrastructure improvements that would service the agricultural park. These infrastructure improvements shall be sufficient to service agricultural uses anticipated by this Agreement, and shall be sufficient to service a maximum of fifty (50) agricultural farm dwellings. Halekua shall initiate these infrastructure improvements within one (1) year of conveyance of the property to the State of Hawaii and shall complete the improvements within thirty (30) months thereafter.

G. The DOA shall assume responsibility for the development of and all costs (other than those set forth in this Agreement as being assumed by Halekua) associated with the agricultural park and the agricultural farm dwellings therein.

~~H. Halekua and the DOA shall use their best efforts to work~~
jointly to coordinate the development of their respective portions of Royal Kunia Phase II project.

I. The DOA, to the extent permitted by law or regulation, shall involve the Hawaii Farm Bureau Federation in the utilization, operation, and management of the agricultural park with the intent of maximizing the efficiency and success of diversified farming efforts at the agricultural park.

J. The DOA shall assist and support Halekua in its efforts to obtain necessary land use approvals for the Royal Kunia Phase II project, as well as in its efforts to obtain necessary infrastructure permit approvals. Any assistance and support by the DOA shall be limited to the extent permitted by statute or rules.

K. The DOA shall initiate development of the on-site improvements for the agricultural park within five (5) years of the conveyance date, subject to legislative authorization and funding, and shall achieve utilization of the site for its intended purposes within ten (10) years of the conveyance date. If the agricultural park is not developed and utilized within this time frame, ownership of the agricultural park shall revert to Halekua or its successors in interest, subject to any extension of time which may be mutually agreed to by the parties.

~~L. The DOA agrees to use its best efforts to minimize the impact of the agricultural park on adjacent residential, industrial, and other urban uses.~~

M. The DOA shall assist Halekua, to the extent allowable by law and subject to the availability of funds, in obtaining and developing a non-potable water system to service its Royal Kunia Phase I and Phase II projects, including the agricultural park.

N. The parties agree that this Memorandum of Understanding is being executed to evidence their mutual understanding regarding the terms of the conveyance of the agricultural park. It is further agreed that a more detailed agreement covering the conveyance of the agricultural park and the provision of off-site infrastructure shall be executed within eighteen (18) months of the Land Use Commission action approving the reclassification of the Royal Kunia Phase II project.

DEPARTMENT OF AGRICULTURE

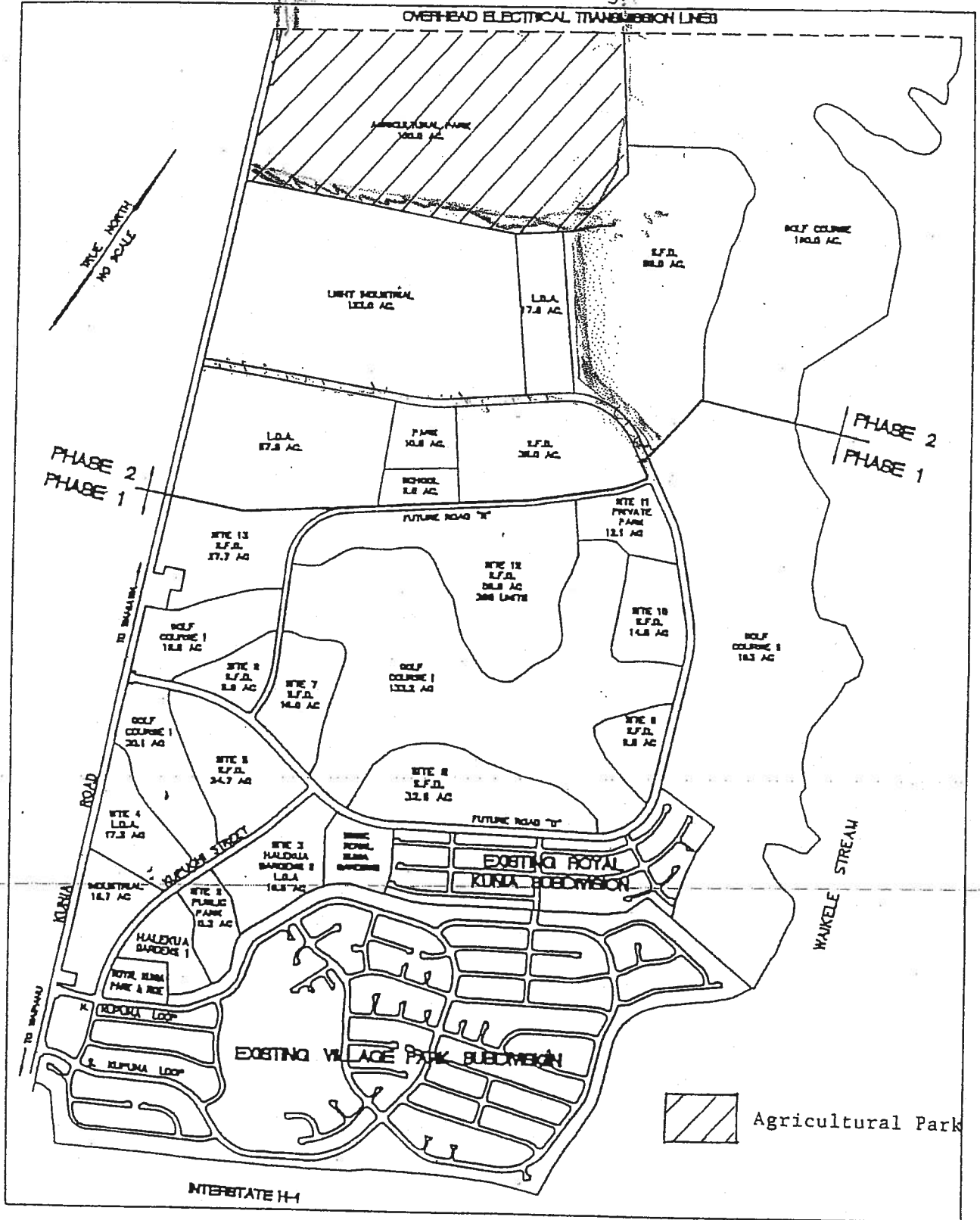
HALEKUA DEVELOPMENT
CORPORATION

Yuki Litogawa
By
Its: Chairperson

[Signature]
By *HERBERT K. MORITA*
Its: PRESIDENT

Approved as to legality and form:

[Signature]
Deputy Attorney General
State of Hawaii
Date: 3/29/93



Location Map

EXHIBIT A

6408
Of Counsel
LAW OFFICES OF
REUBEN S. F. WONG

LAND USE COMMISSION
STATE OF HAWAII

2003 DEC 30 A 11:00

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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:

EXHIBIT "10"

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 

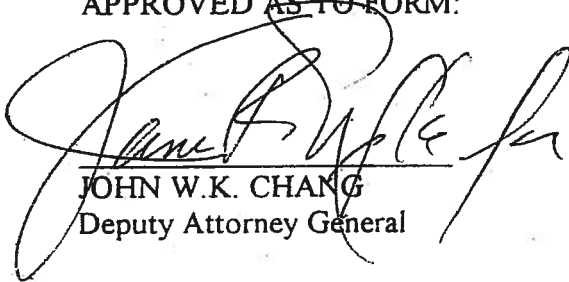
THEODORE E. LIU

HRT, LTD., 300 CORPORATION and
HONOLULU LIMITED

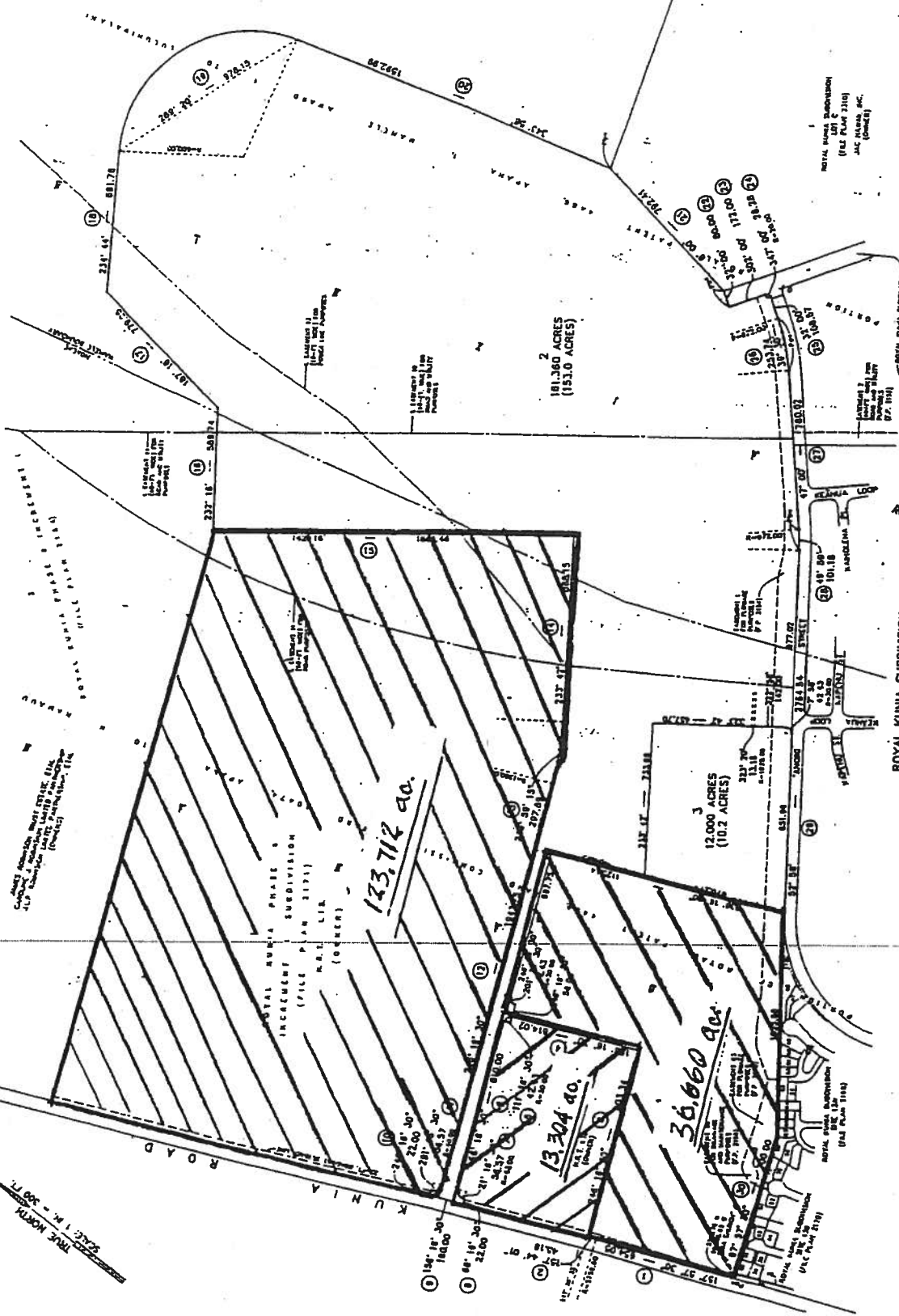
By 
REUBEN S.F. WONG
DELWYN H.W. WONG
Their Attorney

"HRT Entities"

APPROVED AS TO FORM:


JOHN W.K. CHANG
Deputy Attorney General

SUB



**ROYAL KUNIA SUBDIVISION
SITE 138 (FILE PLAN 2170)**

- LOT 40 - DANISH-CHARLOTTE CASABIAS AND W. LINDA-REVELLA CASABIAS
- LOT 41 - ANTHONY-JAMES ORTIZ AND W. ELEANOR MARIE ORTIZ
- LOT 42 - FLORENCE-ANTHONY GUTIERREZ HFOZ AND FLORENCE-ANTHONY GUTIERREZ HFOZ
- LOT 43 - WALTER YOSHIO HIGASHI AND WALTER YOSHIO HIGASHI
- LOT 44 - KUNIA RESIDENTIAL PARTNERS
- LOT 45 - MICHAEL TADASHI FUJITA AND W. SHAWN MICHELLE FUJITA

**ROYAL KUNIA SUBDIVISION
SITE 13A (FILE PLAN 2168)**

- LOT 46 - DELPHINE MORHARDEZ
- LOT 47 - DELPHINE MORHARDEZ
- LOT 48 - ALLEN STEVENS
- LOT 49 - KUNIA RESIDENTIAL PARTNERS
- LOT 50 - KUNIA RESIDENTIAL PARTNERS
- LOT 51 - LYNN H. KURK, TIMOTHY J. JUNG, TED TANASHI HAITO AND W. JUDITH HAITO
- LOT 52 - KUNIA COLONIA PARTNERS
- LOT 53 - LLOYD COLONIA PARTNERS
- LOT 54 - W. RENEHA BARBARO BARRIO
- LOT 55 - ELLA MAY NOLAN TOLENTINO
- LOT 56 - W. LINDA KAJIYAMA, JR. AND W. LINDA KAJIYAMA, JR.
- LOT 57 - W. ROBERT SHIMIZU OKAMOTO AND W. ROBERT SHIMIZU OKAMOTO
- LOT 58 - WILLIAM CHARLES PENNINGTON AND W. JAYNE MARGO PENNINGTON
- LOT 59 - KUNIA RESIDENTIAL PARTNERS
- LOT 60 - SCOTT ISABELLA MARTIN AND W. CELESTE MARTIN
- LOT 61 - KUNIA RESIDENTIAL PARTNERS
- LOT 62 - KUNIA RESIDENTIAL PARTNERS

NOTES:
 FIGURES SHOWN THUS (Ⓢ) INDICATE NUMBER OF COURSE IN DESCRIPTION.
 OWNERS AS SHOWN ON MAP ARE FROM RECORDS OF THE REAL PROPERTY MAPPING BRANCH.
 PROPERTY CORNERS NOT STAKED ON GROUND UNLESS OTHERWISE NOTED.
 COORDINATES REFERRED TO "EWA CHURCH" Δ

EXHIBIT "A"

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

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"

0803

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 3660 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  _____
Its Vice President/Treasurer

GRANTOR

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

On this _____ day of APRIL 5 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 Umetsu
Notary Public, State of Hawaii
My commission expires: 9/27/97

EXHIBIT "A"

ALL of that certain parcel of land situate at Moaeae and Waikele, District of Ewa, City and County of Honolulu, State of Hawaii of the ROYAL KUHIA 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 APR 11 1996, 19 , recorded in the Bureau of Conveyances as Document No. 216-051940, 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 .435551% Interest in Unpartitioned Land.~~

Hawaiian Trust Company, Ltd., a Hawaii corporation, Trustee under the Will and of the Estate of Iwalaní 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 27.857891% 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 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 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 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.
-

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 & MEIOME ESCROW, LTD.

1001 Bishop St Ste 2710
Honolulu, Hawaii 96813

Handwritten:
Lmk
96813
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 APR 15 1996 day of , 19 .

HALEKUA DEVELOPMENT CORPORATION

BY *[Signature]*
Vice President

GRANTOR

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

On this _____ day of APR 15 1996, 19____,
before me appeared RONALD K. WAIASE, 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. WAIASE
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. 95-051980, 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 H. 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 H. 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 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 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 Anciki 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.
- a. 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.

dot



TITLE GUARANTY OF HAWAII

INCORPORATED

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

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

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.

EXHIBIT "D"

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)
) SS.
CITY AND COUNTY OF HONOLULU)

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:

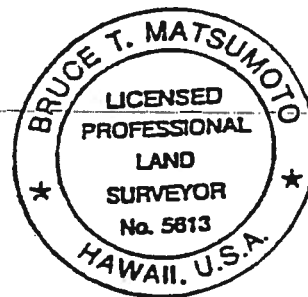
Easement 1 for Flowage Purposes as shown on Royal Kunia Phase II Increment 1 (File Plan 2154);

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



Kawaiahao 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.
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HOOHANA SOLAR 1, LLC

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ROBINSON KUNIA LAND LLC
c/o Rush Moore LLP
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Pacific Guardian Ctr., Mauka Twr.
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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
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Irvine, CA 92618

HALEKUA DEVELOPMENT CORP.
ATTN: The Horita Group, Inc.
Mr. Joshua Horita
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Aiea, HI 96701

CANPARTNERS IV ROYAL KUNIA PROPERTY LLC
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ATTN: Wyeth M. Matsubara, Esq.
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Honolulu, HI 96813

300 CORPORATION
c/o Law Offices of Reuben Wong
ATTN: Delwyn H. W. Wong
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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