

F.2 Unilateral Agreement, Ordinance 09-22



A BILL FOR AN ORDINANCE

TO REZONE LAND SITUATED AT HONOULIULI, OAHU, HAWAII.

BE IT ORDAINED by the People of the City and County of Honolulu:

SECTION 1. Zoning Map No. 12, Ordinance 86-114, is hereby amended as follows: Land situated at Honouliuli, Oahu, Hawaii hereinafter described, is hereby rezoned from AG-1 Restricted Agricultural District and R-5 Residential District, to I-2 Intensive Industrial District with a 60-foot height limit. The boundaries of said District shall be described as shown on the map attached hereto, marked "Exhibit A-1" and made a part hereof, and further identified as Tax Map Keys 9-1-069:003 (por.) and 9-1-013:007.

SECTION 2. A Unilateral Agreement marked "Exhibit B" is by reference incorporated herein and made a part hereof.



A BILL FOR AN ORDINANCE

SECTION 3. This ordinance shall take effect upon its approval.

INTRODUCED BY:

Todd Apo

DATE OF INTRODUCTION:

December 31, 2008
Honolulu, Hawaii

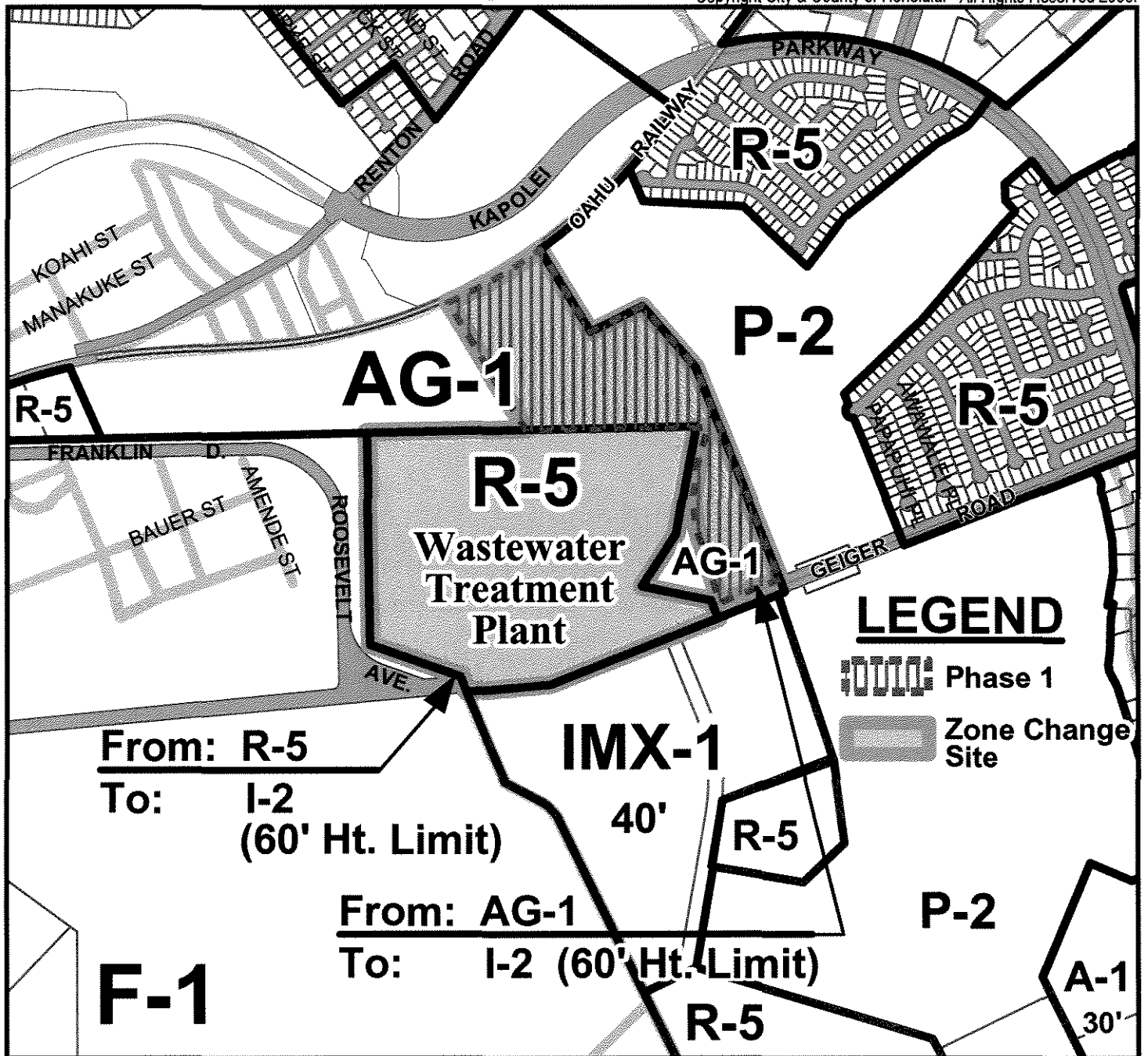
Councilmembers

APPROVED AS TO FORM AND LEGALITY:

Don S. Kirtley
Deputy Corporation Counsel

APPROVED this 26th day of June, 2009.

Mufi Hannemann
MUFU HANNEMANN, Mayor
City and County of Honolulu



**PORTION OF
ZONING MAP No. 12**

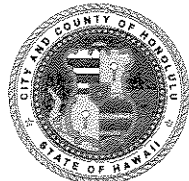
EWA BEACH - IROQUOIS POINT

Land situated north of and adjacent to Geiger Road, east of Roosevelt Avenue and south of and adjacent to the Oahu Railway ROW.



0 400 800

Scale in Feet



APPLICANT: EWA INDUSTRIAL PARK, LLC
TAX MAP KEY(S): 9-1-69: Por. 03 and 9-1-13: 07
FOLDER NO. : 2008/Z-6
LAND AREA: Approximately 71.898 Acres
PREPARED BY: DEPARTMENT OF PLANNING & PERMITTING
 CITY AND COUNTY OF HONOLULU
PUBLIC HEARING: PLANNING COMMISSION CITY COUNCIL

ORD. NO. 09-22 **DEC 10 2008** **MAY 27 2009** 2008/Z-5

EFF. DATE: JUN 26 2009 **EXHIBIT A - 1** **BILL** 71 (2008), CD1

I hereby certify that this is a true copy from the records of the Bureau of Conveyances, as

Nick DeThorne
3064-361

Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii

JUN 2 2009

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY MAIL (x) PICKUP () TO:

Kusao & Kurahashi, Inc.
2752 Woodlawn Drive, Suite 5-202
Honolulu, Hawaii 96822

TITLE OF DOCUMENT: Unilateral Agreement and Declaration for Conditional Zoning

PARTY TO DOCUMENT: Ewa Industrial Park, LLC

TAX MAP KEY NO.: 9-1-69: Por. 3

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

THIS INDENTURE (hereinafter referred to as this "Unilateral Agreement" or this "Declaration"), made this 2nd day of June, 2009, by Ewa Industrial Park, LLC, a Hawaii limited liability company, whose address is 99-1324 Koaha Place, Aiea, Hawaii 96701 (hereinafter referred to as the "Declarant"),

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of that certain land situated at Honouliuli, City and County of Honolulu, State of Hawaii, consisting of approximately 23.3 acres, described as Tax Map Key Nos. 9-1-69: portion of 3, and more particularly described in Exhibit A and Exhibit B attached hereto and made a part hereof (the "Land"), and desires to make the Land subject to this Unilateral Agreement; and

WHEREAS, the Declarant plans to develop Phase I of an industrial park on the Land (the "Phase I Project"); and

WHEREAS, the City Council (the "Council") of the City and County of Honolulu (the "City"), pursuant to the provisions of the Land Use Ordinance ("LUO"), Revised Ordinances of Honolulu 1990 ("ROH") Section 21-2.80, as amended, relating to conditional zoning, is considering a change in zoning under the LUO of the Land from AG-1 Restricted Agricultural District to I-2 Intensive Industrial District with a 60-foot height limit (the "zone change"); and

WHEREAS, a public hearing regarding the change in zoning, Bill 71 (2009), was held by the Council on May 27, 2009; and

WHEREAS, the Council recommended by its Zoning Committee Report No. 204 that the said zone change be approved, subject to the following conditions contained in this Declaration to be made pursuant to the provisions of ROH Section 21-2.80, as amended, relating to conditional zoning, and to become effective on the effective date of the zoning ordinance approving the change of zoning (the "Rezoning Ordinance");

NOW THEREFORE, the Declarant hereby covenants and declares as follows:

1. The Declarant shall provide a 50-foot open space building setback along the length of the OR&L right-of-way (ROW) that abuts the Phase I project area. No development shall be permitted within the setback unless it is directly related to the operation of the railroad, or consistent with the use of the ROW for open space and bikeway purposes; provided, however, that parking shall be permitted within this 50-foot setback, except for the 15-foot

adjacent to the OR&L right-of-way; provided further that no overnight parking or storage will be permitted within this 50-foot setback.

2. The Declarant shall carry out the following requirements related to traffic and transportation improvements for the Phase I Project of the Ewa Industrial Project:
 - a. The Declarant shall prepare and receive approval for an updated Traffic Impact Analysis Report (TIAR) for the Phase I Project area prior to issuance of any building permit, provided that, said approval shall be limited to a determination of whether the updated TIAR provides an adequate discussion, analysis, and recommended mitigation measures, if any, based upon reasonably anticipated traffic impacts generated by the Phase I Project. The TIAR shall further refine and identify traffic impacts and associated mitigation measures directly attributable to vehicular rates being generated by the Phase I Project. The TIAR shall include but is not limited to a time line indicating when off-site roadway improvements will be necessary, including the widening of Geiger Road fronting the Phase I Project area, installation of new and modification of existing traffic signals and interconnect conduits, provisions for additional access points to the Phase I Project area, including access to Franklin D. Roosevelt Avenue, and other mitigation measures, as needed to support development of the Phase I project area. The Declarant shall consult with the Department of Planning and Permitting (DPP), Department of Transportation Services (DTS), and State Department of Transportation (DOT) prior to submitting the TIAR to the DPP for review and approval.
 - b. The Declarant shall prepare and receive approval for a Transportation Management Plan (TMP) prior to issuance of any building permit for the Phase I Project area. The TMP shall identify Traffic Demand Management (TDM) strategies to minimize the amount of vehicles being generated by this development, especially during the peak periods of traffic. The TDM strategies include but are not limited to ride sharing, transit incentives, provisions for pedestrian and bicycle connections to surrounding areas and other measures to reduce vehicular generation from the Phase I Project. Updates to the TMP

shall include a measure of effectiveness of the identified TDM strategies. The Declarant shall consult with the DPP, DTS, and DOT prior to submitting the TMP to the DPP for review and approval.

- c. The Declarant shall prepare and receive approval for a Phasing Plan and time line prior to the issuance of any building permit for the Phase I Project area. The Phasing Plan shall specify the anticipated schedule of constructing Phase I and II of the project. The time line shall indicate major milestones in this development when updates to the TIAR and TMP will be needed.
 - d. The Declarant shall prepare a Construction Management Plan (CMP) prior to the issuance of any grading or demolition permits as it relates to construction vehicles traveling and parking on public streets. The Declarant shall consult with the DPP, DTS, and DOT prior to submitting the CMP to the DPP for review and approval.
 - e. Adequate sight distance shall be provided and maintained for pedestrians and vehicles at all driveway and access locations onto any public street.
 - f. The Declarant shall provide documentation that coordination has taken place with adjacent developers to ensure that where deemed necessary for public safety, Phase I Project access points are aligned to the extent possible with adjacent developments.
3. The Declarant shall carry out the following requirements related to water improvements for Phase I Project:
- a. The Declarant shall upgrade the existing water main serving the Phase I Project along Geiger Road from 12-inches to 16-inches and install the necessary fire hydrants and other infrastructure to provide adequate fire protection for the project.
 - b. The Declarant shall develop the necessary on-site non-potable water system improvements to serve the Phase I Project and connections to the non-potable water system when the Board of Water Supply ("BWS") extends the line to the Phase I Project. Improvements and

connections shall be completed within one (1) year of completion of the BWS line extension.

4. The Declarant shall inform all prospective purchasers or lessees in the Phase I Project of potential impacts, including but not limited to dust, aircraft noise and the future industrial-commercial mixed use complex south of Geiger Road.
5. The Declarant shall inform all prospective purchasers, lessees, or tenants of the Phase I Project of potential impacts from the Honouliuli Wastewater Treatment Plant ("WWTP"), including but not limited to odor, noise, and possible future expansion of the WWTP. The Declarant shall include, in all deeds and leases of such land or any portion thereof the following provisions in substantially the following form:

"The [Grantee/Tenant] acknowledges and understands that the Honouliuli Wastewater Treatment Plant (the "WWTP") is located immediately south and west of the Project, and that such WWTP may be expanded in the future and may create odor and noise problems on or in the vicinity of the Project. The [Grantee/Tenant] represents and warrants to the [Grantor/Landlord] that the [Grantee/Tenant], in the [Grantee/Tenant]'s sole discretion, has determined that the benefits of owning/leasing and enjoying the Project outweigh such detriments and risks. The [Grantee/Tenant], for himself; his heirs, personal representatives, successors and assigns, agrees to release any and all nuisance claims, present or future, against the City and County of Honolulu (the "City") arising out of odor and/or noise from the WWTP, and further covenants not to file any such claims against the City; provided that such release and covenant shall not apply to claims arising out of the gross negligence or willful misconduct of the City. This release and covenant is made for the specific benefit of; and shall be expressly enforceable by, the City."

Alternatively, the Declarant may incorporate different language in the deed or lease to effect the disclosure and release of claims against the City, provided that the revised language shall be approved in advance by the DPP, the Department of Environmental Services (ENV) and the Corporation Counsel.

6. Declarant agrees to the following conditions to meet the needs of the ENV to provide expansion areas for the Honouliuli Wastewater Treatment Plant (WWTP) and provide buffer areas on Declarant's property to minimize impacts from the WWTP operation on tenants and visitors to the proposed industrial park:
 - a. Prior to subdivision or building permit approval, whichever comes first, the Declarant and the ENV shall execute a signed agreement that permits the ENV to acquire a 25-foot strip of land along the east side of the WWTP property, except as needed to provide an access drive through the property from Geiger Road. Compensation for the 25-foot strip of land may be in the form of cash, wastewater system facilities charge credits, or a combination of both, as may be agreed upon by the Declarant and the ENV.
 - b. Prior to subdivision or building permit approval, whichever comes first, the Declarant and the ENV shall execute a signed agreement that permits the ENV to acquire a 25-foot strip of land along the north side of the WWTP property. This strip would include the existing easement in favor of the City and would widen to 35 feet as needed to ensure that the strip of land would include all of the City's existing easement. Compensation for the 25-foot to 35-foot strip of land may be in the form of cash, wastewater system facilities charge credits, or a combination of both, as may be agreed upon by the Declarant and the ENV.
 - c. Provide buffer space between the future industrial buildings and the WWTP boundary by locating access drives, parking and/or landscaping along this boundary. This buffer area will be 25 feet in width and utilized for parking, access drive, and/or landscaping. Declarant will provide a minimum 5-foot wide landscape strip within the 25-foot buffer area along the WWTP boundary planted with trees and/or a hedge providing a visual buffer at this boundary.
7. The Declarant acknowledges that approval of this zone change does not constitute compliance with other LUO or governmental agencies' requirements. They are subject to separate review and approval. The Declarant shall be responsible for ensuring that the final plans for the

proposed project approved under this permit comply with all applicable LUO and other governmental agencies' provisions and requirements.

8. On an annual basis, the Declarant shall submit a written status report to the DPP documenting its satisfaction and/or describing its progress toward complying with each condition of approval for this zone change. This status report shall be submitted to the DPP by December 31 of each year until such time as the DPP has determined that all conditions of approval have been satisfied. Failure to do so may result in delays in processing of further permits.
9. **Noncompliance With Any Conditions.** In the event of noncompliance with any of the conditions set forth herein, the Director of Planning and Permitting shall inform the Council and may seek civil enforcement or take appropriate action to terminate or stop the Phase I Project until applicable conditions are met, including but not limited to revoking any permits issued under this zoning and withholding issuance of other permits related to the Phase I Project. Noncompliance also may be grounds for the enactment of ordinances making further zone changes, including revocation of the underlying zoning, upon initiation by the proper parties in accordance with the Revised City Charter.

NOW, THEREFORE, the Declarant hereby makes the following additional Declarations:

As used herein, references to a specific City department or agency shall be deemed to include a reference to any successor department or agency.

That the conditions imposed herein are reasonably conceived to fulfill public service demands created by the requested change in zoning and are rationally related to the objective of preserving the public health, safety and general welfare and the further implementation of the General Plan of the City and County of Honolulu.

That the development of the Land shall conform to the aforesaid conditions with the understanding that, at the request of the Declarant and upon the satisfaction of the conditions set forth in this Unilateral Agreement, the DPP may

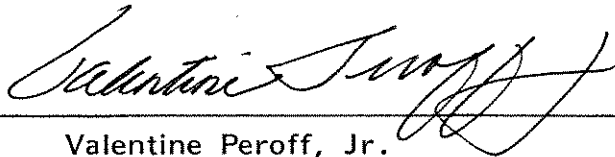
fully or partially release, as applicable, any of the foregoing conditions that have been fulfilled.

That if there are any conflicts between this Unilateral Agreement and any previous unilateral agreement(s) applicable to the Land, the terms and conditions of this Unilateral Agreement shall apply.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that the conditions imposed in this Declaration shall run with the Land and shall bind and constitute notice to all the parties hereto and subsequent lessees, grantees, assignees, mortgagees, lienors, successors, and any other persons who have or claim to have an interest in the Land, and the City and County of Honolulu shall have the right to enforce this Declaration by rezoning, appropriate action at law or suit in equity against all such persons, provided that the Declarant or his successors and assigns may file a petition with the DPP for amendment or removal of any conditions or termination of this Declaration, such petition to be processed in the same manner as petitions for zone changes.

IN WITNESS WHEREOF, the party hereto has executed this Unilateral Agreement and Declaration for Conditional Zoning on the day and year first above written.

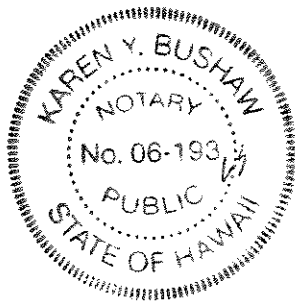
DECLARANT: Ewa Industrial Park, LLC



By Valentine Peroff, Jr.
Its Managing Member

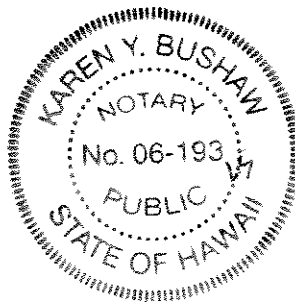
STATE OF HAWAII)
)
CITY AND COUNTY OF HONOLULU) SS.

On this 2nd day of June, 2009 before me personally appeared VALENTINE PEROFF, JR., to me personally known, who being by me duly sworn or affirmed, did say that such person executed this 8 page instrument entitled Unilateral Agreement and Declaration for Conditional Zoning (Ewa Industrial Park, LLC), dated 6/2/09, as the free act and deed of such person, and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacity.



[Signature]
KAREN Y. BUSHAW
Notary Public, State of Hawaii

My Commission Expires: 4/9/10
My Commission Number: 06-193



Doc. Date: 6/2/09 # Pages 8
Notary Name: KAREN Y. BUSHAW First Circuit
Doc. Description Unilateral Agreement and Declaration for Conditional Zoning (Ewa Industrial Park, LLC)
Notary Signature [Signature] Date 6/2/09
My commission expires: 4/9/10

EXHIBIT A

EXHIBIT "A"

ALL GRANTOR'S INTEREST IN AND TO THE FOLLOWING:

All of that certain parcel of land situate at Honolulu, Ewa, Oahu, City and County of Honolulu, State of Hawaii, described as follows:

LOT 4378, area 48.395 acres, more or less, as shown on Map 437, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees of the Estate of James Campbell, deceased.

Being the same premises conveyed to Ewa Industrial Park, LLC by Warranty Deed dated February 21, 2007, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3563279, and also noted on Transfer Certificate of Title No. 846,361.

Subject, however, to the followings:

1. Real Property Taxes - City and County of Honolulu
Tax Key: (1)9-1-069-003 Area Assessed: 48.395 acres

2. EASEMENT "59" (10 feet wide)
SHOWN : on Map 34, as set forth by Land Court Order No. 5852, filed July 7, 1944

3. EASEMENT "82" (5 feet wide)
SHOWN : on Map 37, as set forth by Land Court Order No. 6132, filed March 13, 1945

4. EASEMENT "105"
SHOWN : on Map 51 (amended), as set forth by Land Court Order No. 9535, filed April 20, 1950

5. EASEMENT "182" (15 feet wide)
SHOWN : on Map 51 (amended), as set forth by Land Court Order No. 16009, filed February 12, 1958

6. GRANT

TO : STANDARD OIL COMPANY OF CALIFORNIA, a
Delaware
corporation

DATED : March 13, 1958

FILED : Land Court Document No. 213791

GRANTING : an easement right over said Easement
"182"

The interest of STANDARD OIL COMPANY OF CALIFORNIA, a Delaware corporation, was assigned to CHEVRON U.S.A. INC., a California corporation, by instrument dated July 10, 1978, filed as Land Court Document No. 891877.

Land Court Order No. 101921, filed April 22, 1991, sets forth that CHEVRON U.S.A. INC., a California corporation, was merged into and became part of GULF OIL CORPORATION, a Pennsylvania corporation, with GULF OIL CORPORATION, a Pennsylvania corporation, being the surviving corporation to the merger. GULF OIL CORPORATION, a Pennsylvania corporation, changed its name to CHEVRON U.S.A. INC., a Pennsylvania corporation.

7. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, LIMITED, a
Hawaii corporation, now known as
HAWAIIAN ELECTRIC COMPANY, INC.

DATED : May 25, 1960

FILED : Land Court Document No. 261268

GRANTING : a perpetual right-of-way in the
nature of an easement for utility
purposes as shown on the map attached
thereto

8. Easement (20 feet wide) for sanitary sewer purposes, as shown on Map 313, as set forth by Land Court Order No. 58215, filed November 12, 1980.

9. Final Order of Condemnation (Civil No. 51140) dated March 17, 1980, filed as Land Court Document No. 1002479; re: sewer easement.

10. EASEMENT "1418"

PURPOSE : sanitary sewer
 SHOWN : on Map 397, as set forth by Land Court Order No. 77249, filed February 26, 1986

11. -AS TO EASEMENT "1418":-

FINAL ORDER OF CONDEMNATION dated October 3, 1985, filed in the Circuit Court of the First Circuit, State of Hawaii, Civil No. 66336, on October 7, 1985, filed as Land Court Document No. 1328022 on October 11, 1985.

12. EASEMENT "2121"

PURPOSE : sewer
 SHOWN : on Map 466, as set forth by Land Court Order No. 93523, filed May 2, 1989

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

INSTRUMENT : DECLARATION OF LAND USE COMMISSION CONDITIONS

DATED : August 15, 1991
 RECORDED : Document No. 91-184029
 PARTIES : GENTRY DEVELOPMENT COMPANY, a Hawaii limited partnership ("Petitioner") and TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

(Not noted on Transfer Certificate(s) of Title referred to herein)

14. GRANT

IN FAVOR OF: HAWAIIAN ELECTRIC COMPANY, INC., a
Hawaii corporation, and GTE HAWAIIAN
TELEPHONE COMPANY INCORPORATED, a
Hawaii corporation, now known as
HAWAIIAN TELCOM, INC.

DATED : December 31, 1991
FILED : Land Court Document No. 1983684
GRANTING : a perpetual right and easement
utility purposes

15. UNRECORDED LEASE

LESSOR : THE TRUSTEE UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED

LESSEE : HAWAIIAN WIRELESS, INC., a Delaware
corporation

DATED : November 13, 1996
TERM : commencing November 8, 1996 for a
term of ten (10) years

Said Lease demising the following described
premises:

Approximately 1200 square feet of property located
at or near N 21° 20' 9", W 158° 02' 50", for the
placement of a communications tower and equipment;
together with the right of ingress and egress for
all purposes over the existing access road and
proposed parking area ("Licensed Premises"); all as
shown on the drawing attached thereto in instrument
dated --- but effective as of November 8, 1996,
recorded as Document No. 97-124287.

(Not noted on Transfer Certificate(s) of Title
referred to herein)

16. DESIGNATION OF EASEMENT "7588"

PURPOSE : for electrical purposes
SHOWN : on Map 1097, as set forth by Land
Court Order No. 142910, filed on
August 9, 2001

17. GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC., a
Hawaii corporation

DATED : September 12, 2001

FILED : Land Court Document No. 2821683

GRANTING : a perpetual right and easement for
electrical purposes over Easement
"7588"

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

INSTRUMENT : TRUSTEES LIMITED WARRANTY DEED WITH
RESTRICTIONS, COVENANTS AND
RESERVATION OF RIGHTS

DATED : July 23, 2002

FILED : Land Court Document No. 2824845

The foregoing includes, but is not limited to, matters relating to drilling of wells, drainage, utility rights and rights of kuleana owners.

19. DESIGNATION OF EASEMENT "8267"

PURPOSE : effluent reuse

SHOWN : on Map 1218, as set forth by Land
Court Order No. 158376, filed October
4, 2004

20. DESIGNATION OF EASEMENT "8268"

PURPOSE : effluent reuse

SHOWN : on Map 1218, as set forth by Land
Court Order No. 158376, filed October
4, 2004

21. GRANT

TO : TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED

DATED : December 8, 2004
FILED : Land Court Document No. 3205246
GRANTING : an easement over said Easements
"8267" and "8268"

22. 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.

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

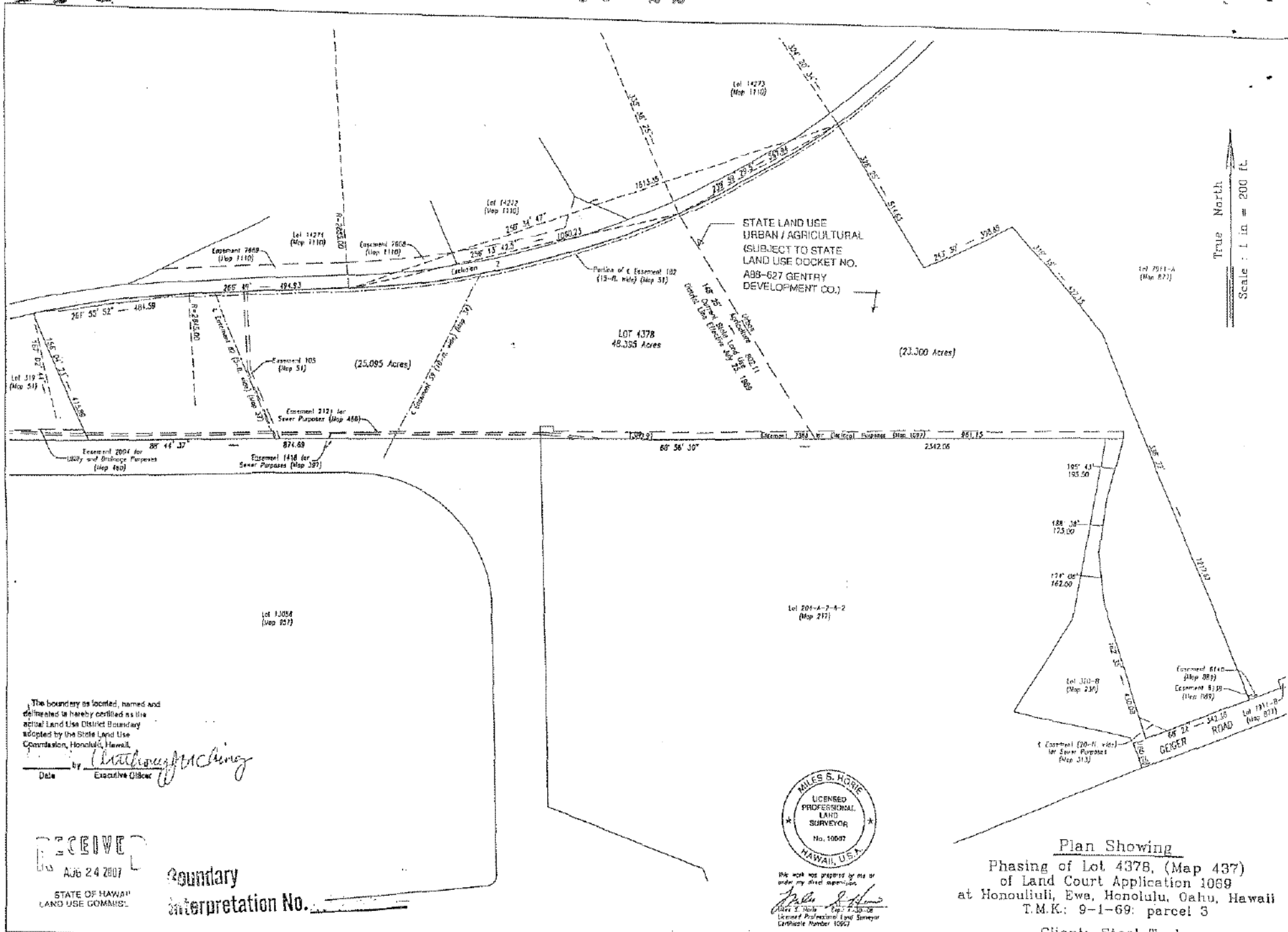
INSTRUMENT : LIMITED WARRANTY DEED WITH USE
RESTRICTIONS, COVENANTS AND
RESERVATION OF RIGHTS

DATED : December 16, 2004
FILED : Land Court Document No. 3209452

24. Any unrecorded leases and matters arising from or affecting the same.
25. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

END OF EXHIBIT "A"

EXHIBIT B



True North
Scale : 1 in = 200 ft.

The boundary as located, named and delineated is hereby certified as the actual Land Use District Boundary adopted by the State Land Use Commission, Honolulu, Hawaii.
Date by *Miles S. Morie*
Executive Officer

RECEIVED
AUG 24 2007

STATE OF HAWAII
LAND USE COMMISSION

Boundary Interpretation No. _____

MILES S. MORIE
LICENSED PROFESSIONAL LAND SURVEYOR
No. 10697
HAWAII, U.S.A.

He not was prepared by me or under my direct supervision.
Miles S. Morie
Miles S. Morie, License No. 10697
Licensed Professional Land Surveyor
Certificate Number 10697

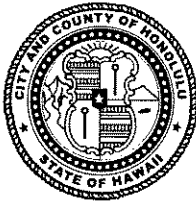
Plan Showing
Phasing of Lot 437B, (Map 437)
of Land Court Application 1069
at Honouliuli, Ewa, Honolulu, Oahu, Hawaii
T.M.K.: 9-1-69; parcel 3

Client: Steel Tech

09-22
DEPARTMENT OF THE CORPORATION COUNSEL
CITY AND COUNTY OF HONOLULU

530 SOUTH KING STREET, ROOM 110 • HONOLULU, HAWAII 96813
TELEPHONE: (808) 768-5193 • FAX: (808) 768-5105 • INTERNET: www.honolulu.gov

MUFI HANNEMANN
MAYOR



CARRIE K.S. OKINAGA
CORPORATION COUNSEL

DONNA M. WOO
FIRST DEPUTY CORPORATION COUNSEL

June 9, 2009

RECEIVED

JUN 9 9 11 AM '09

CITY CLERK
HONOLULU, HAWAII

The Honorable Todd K. Apo, Chair
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

Dear Chair Apo and Councilmembers:

Re: Bill No. 71 (2008), CD 1 – Unilateral Agreement and Declaration for Conditional Zoning for Ewa Zone Change (Ewa Industrial Park, LLC) (2008/Z-6)

This letter is to advise you that the above-referenced Unilateral Agreement and Declaration for Conditional Zoning (hereinafter called the "Unilateral Agreement," a copy of which is attached) has been recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Document No. 3864361.

The recordation is required by Section 21-2.80, Revised Ordinances of Honolulu 1990, as amended. We have reviewed the property description and data attached to the Unilateral Agreement and conclude that the Unilateral Agreement has been recorded in the appropriate recording system (Land Court), that the property description is complete, and that the document has been signed by the proper parties.

In view of the above, we conclude that the Unilateral Agreement has been appropriately recorded as required by Section 21-2.80, Revised Ordinances of Honolulu 1990, as amended, and the Council may consider further action on Bill 71 (2008), CD 1, as it deems appropriate.

Very truly yours,

Handwritten signature of Don S. Kitaoka in black ink.

DON S. KITAOKA
Deputy Corporation Counsel

APPROVED:

Handwritten signature of Carrie K.S. Okinaga in black ink.

CARRIE K.S. OKINAGA
Corporation Counsel

DSK:ct
Attach.

09-03694/77983

09-22

DEPT. COM. 442

COUNCIL

June 4, 2009

09 JUN -3 P4:05

OFFICE OF THE
CITY CLERK

MEMORANDUM

TO: DON KITAOKA, DEPUTY CORPORATION COUNSEL
DEPARTMENT OF THE CORPORATION COUNSEL

FROM: ELENA LAO, COUNCIL COMMITTEE AIDE *el*
OFFICE OF THE CITY CLERK

SUBJECT: UNILATERAL AGREEMENT RELATING TO BILL 71 (2008), CD1 -
EWA ZONE CHANGE – EWA INDUSTRIAL PARK, LLC (2008/Z-6)

Please review the attached recorded Unilateral Agreement (18 total pages) so that the Council may take action at its meeting on Wednesday, June 10, 2009.

A response by Monday, June 8, 2009, would be greatly appreciated. Should you have any questions, please contact me at 768-3820.

el

Attachments

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

ORDINANCE 09-22

BILL 71 (2008), CD1

Introduced: 12/31/08 By: TODD APO (BR)

Committee: ZONING

Title: A BILL FOR AN ORDINANCE TO REZONE LAND SITUATED AT HONOULIULI , OAHU, HAWAII.

Links: [BILL 71 \(2008\)](#)
[BILL 71 \(2008\), CD1](#)
[CR-35 \(2009\)](#)
[CR-153 \(2009\)](#)
[CR-204 \(2009\)](#)

COUNCIL	01/28/09	BILL PASSED FIRST READING AND REFERRED TO THE COMMITTEE ON ZONING.
	APO Y	BAINUM Y CACHOLA Y DELA CRUZ Y DJOU Y
	GARCIA Y	MARSHALL A OKINO Y TAM Y
ZONING	02/10/09	CR-35 (2009) – DEFERRED IN COMMITTEE, GRANTED 120 DAY EXTENSION OF TIME (NEW DEADLINE: 7/28/09)
NOTE: COUNCILMEMBER BARBARA MARSHALL PASSED AWAY ON SUNDAY, FEBRUARY 22, 2009. THE COUNCIL CONTINUES TO OPERATE IN ACCORDANCE WITH THE 9 MEMBERS IT IS ENTITLED TO PURSUANT TO SECTION 3-102, REVISED CHARTER OF THE CITY AND COUNTY OF HONOLULU 1973, AS AMENDED.		
COUNCIL	02/25/09	CR-35 (2009) ADOPTED. (NEW DEADLINE: 7/28/09)
	APO Y	BAINUM Y CACHOLA Y DELA CRUZ Y DJOU Y
	GARCIA Y	OKINO Y TAM Y
ZONING	05/12/09	CR-153 (2009) – BILL REPORTED OUT OF COMMITTEE FOR PASSAGE ON SECOND READING AND SCHEDULING OF A PUBLIC HEARING AS AMENDED IN CD1 FORM. (CURRENT DEADLINE: 7/28/09.)
NOTE: IKAIKA ANDERSON WAS SWORN IN AND TOOK OFFICE AS A MEMBER OF THE HONOLULU CITY COUNCIL ON THURSDAY, MAY 14, 2009 REPRESENTING DISTRICT III.		
PUBLISH	05/16/09	PUBLIC HEARING NOTICE PUBLISHED IN THE HONOLULU STAR BULLETIN.
COUNCIL/PUBLIC HEARING	05/27/09	CR-153 (2009) ADOPTED AND BILL 71 (2008), CD1 PASSED SECOND READING AS AMENDED; PUBLIC HEARING CLOSED AND REFERRED TO ZONING COMMITTEE.
	ANDERSON Y	APO Y BAINUM Y CACHOLA Y DELA CRUZ Y
	DJOU Y	GARCIA Y OKINO Y TAM Y
PUBLISH	06/03/09	SECOND READING NOTICE PUBLISHED IN THE HONOLULU STAR BULLETIN.
ZONING	06/02/09	CR-204 (2009) – BILL REPORTED OUT OF COMMITTEE FOR PASSAGE ON THIRD READING. (CURRENT DEADLINE: 7/28/09)

NOTE: COUNCILMEMBER DUKE BAINUM PASSED AWAY ON TUESDAY, JUNE 9, 2009. ALTHOUGH THERE IS A VACANCY, THE COUNCIL CONTINUES TO OPERATE IN ACCORDANCE WITH THE 9 MEMBERS IT IS ENTITLED TO PURSUANT TO SECTION 3-102, REVISED CHARTER OF THE CITY AND COUNTY OF HONOLULU 1973, AS AMENDED. HOWEVER, THE CERTIFICATE WILL NOT REFLECT THE VACANCY ON THE VOTE RECORDED FOR THIS ITEM.

COUNCIL	06/10/09	CR-204 (2009) ADOPTED AND BILL 71 (2008), CD1 PASSED THIRD READING.							
ANDERSON	Y	APO	Y	CACHOLA	Y	DELA CRUZ	Y	DJOU	Y
GARCIA	Y	OKINO	Y	TAM	Y				

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this BILL.

Bernice K. N. Mau

BERNICE K. N. MAU, ACTING CITY CLERK

Todd K. APO

TODD K. APO, CHAIR AND PRESIDING OFFICER