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Attorneys for
WAIKOLOA HIGHLANDS, INC.

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

In the Matter of the Petition Of

WAIKOLOA MAUKA, LLC

To Amend the Agricultural Land Use District Boundary Into the Rural Land Use District for Approximately 731.581 Acres in South Kohala District, Island of Hawaii, Tax Map Key No. (3) 6-8-02:016 (por.)

DOCKET NO. A06-767

WAIKOLOA HIGHLANDS, INC.'S EXHIBIT "65"

WAIKOLOA HIGHLANDS, INC.'S EXHIBIT "65"
Good morning Alan,

Please find attached the subject matter. I will be delivering it today. Let me know if you have questions. Many thanks for your help on this one!

Sid
June 19, 2017

Mr. Neil S. Gyotoku, Housing Administrator
Office of Housing and Community Development
COUNTY OF HAWAII
50 Wailuku Drive
Hilo, HI 96720

ATTN: Mr. Alan Rudo

Dear Mr. Gyotoku:

Subject: Affordable Housing Release Agreement – Waikoloa Highlands, Inc.
Waikoloa, S. Kohala, HI, TMK: 6-8-002; 016

Pursuant to the Affordable Housing Agreement, dated December 1, 2016, the developer – Waikoloa Highlands, Inc. ("Highlands") – was obligated to convey an 11.5 acre site to Plumeria At Waikoloa, LLC ("Plumeria") for the development of an affordable housing project. This was done to address Highland’s affordable housing obligation as required by Rezoning Ordinance No. 07-127.

Accordingly, please find attached the unrecorded Warranty Deed conveying said property by Highlands to Plumeria. Also attached is the Affordable Housing Release Agreement for your review and execution.

Should you have questions on this matter, please feel free to direct them to me. Thank you very much.

Sincerely,

SIDNEY M. FUKE
Planning Consultant

Enclosures
Copy – Waikoloa Highlands, Inc. w/ enclosures via email
AFTER RECORDATION, RETURN BY MAIL (X) PICK-UP ( )

Waikoloa Highlands, Inc.
121 West Lexington Drive, Suite 726
Glendale, CA 91203

THIS DOCUMENT CONTAINS 4 PAGES

TITLE OF DOCUMENT:

WARRANTY DEED

PARTY TO DOCUMENT:

GRANTOR: WAIKOLOA HIGHLANDS, INC., a Colorado Corporation, whose principal place of business address and mailing address is 121 West Lexington Drive, Suite 726, Glendale, CA 91203

GRANTEE: PLUMERIA AT WAIKOLOA, LLC, a Hawai‘i limited liability company, who principal place of business and mailing address is 106A Kamehameha Avenue, Hilo, HI 96720

PROPERTY DESCRIPTION:
Tax Map Key: (3) 6-8-002: 057
WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That WAIKOLOA HIGHLANDS, INC., a Colorado Corporation, whose principal place of business and mailing address is 121 West Lexington Drive, Suite 26, Glendale, CA 91203, hereinafter called the “Grantor” for and in consideration of the sum of TEN AND NO/100 DOLLARS ($10.00) and other good and valuable consideration to the Grantor paid by PLUMERIA AT WAIKOLOA, LLC, a Hawai‘i non-profit corporation, whose principal place of business and mailing address is 106 Waianuenue Avenue, Suite 2a, Hilo, HI 9720, hereinafter called the “Grantee”, the receipt of whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee all of those certain real property designated on the tax maps of the Third Taxation Division, State of Hawai‘i, as Tax Map Key (3) 6-8-002: 057, more particularly described in Exhibit A attached hereto and made a part hereof.

TOGETHER WITH ALL and singular the buildings, improvements, rights, tenements, hereditaments, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith.

TO HAVE AND TO HOLD the same into the Grantee, its successors and assigns, in fee simple forever.

AND THE SAID GRANTOR does hereby covenant with the Grantee that the Grantor is lawfully seized in fee simple of said granted premises and that the said premises are free and clear of all encumbrances except as aforesaid, and except for assignments for
real property taxes not yet due. And the said Grantor further covenants and agrees that the
Grantor has good right to sell and convey the said premises in the manner aforesaid; that the
Grantor will WARRANT AND DEFEND the same unto the Grantee against the lawful
claims and demands of all persons, except as aforesaid.

IT IS MUTUALLY AGREED that the terms "Grantor" and "Grantee", as and when
used hereinafore or hereinafter shall mean and include the masculine or feminine, the
singular or plural number, individuals, associations, trustees, corporations or partnerships,
and their and each of their respective successors in interest, heirs, executors, personal
representatives, administrators and permitted assigns, according to the context hereof, and
that if these presents shall be signed by two or more grantors, or by two or more grantees,
all covenants of such parties shall be and for all purposes deemed to be their joint and
several covenants.

The parties agree that this instrument may be executed in counterparts, each of which
shall be deemed an original, and the counterparts shall together constitute one and the same
instrument, binding all parties notwithstanding that all of the parties are not signatory to the
same counterparts. For all purposes, including, without limitation, recordation, filing and
delivery of this instrument, duplicate unexecuted and unacknowledged pages of the
counterparts may be discarded and the remaining pages assembled as one document.

IN WITNESS WHEREOF, this instrument has been executed by the undersigned
on this __/5/ day of ______, 2017.
WAIKOLOA HIGHLANDS, INC.
a Colorado Corporation

By: ____________________________
    Natalia Batichcheva, Director

On this 1st day of June, 2017, before me personally appeared
Natalia Batichcheva, to me personally known who, being by me duly sworn, did say that she
as the Director of Waikoloa Highlands, Inc., executed the foregoing instrument as the free
act and deed of such person, and if applicable, in the capacity shown, having been duly
authorized to execute such instrument in such capacity.

Signature
Notary Public, State of CA
My commission expires: 5/25/2019
AFFORDABLE HOUSING RELEASE AGREEMENT

PROPERTY DESCRIPTION:

Tax Map Key: (3) 6-8-002: 057 (the “Affordable Housing Site”)
Waikoloa, South Kohala, Hawai‘i

RELEASE AGREEMENT

This Agreement is made and effective this 1st day of June, 2017, by and between WAIKOLOA HIGHLANDS, INC., a Colorado corporation, hereinafter referred to as “Developer”, whose principal place of business and mailing address is 121 West Lexington Drive, Suite 726, Glendale, California 91213, and the COUNTY OF HAWAI‘I, a municipal corporation of the State of Hawai‘i, hereinafter referred to as “County”, whose principal place of business and mailing address is 25 Aupuni Street, Hilo, Hawai‘i 96720.

WHEREAS, the Developer proposes to develop the Waikoloa Highlands 386+/- residential lot project, hereinafter referred to as “Highlands project”, on approximately of 731+/- acres of real property at TMK: (3) 6-8-002: 016; and
WHEREAS, to address and satisfy the Highland Project's affordable housing requirement as mandated in County of Hawai'i Change of Zone Ordinance No. 13-29, the Developer and the County entered into an unrecorded Agreement, dated December 1, 2016, which required the subdivision and conveyance to Plumeria At Waikoloa, LLC, a Hawai'i non-profit corporation, the “Affordable Housing Site” consisting of approximately 11.8+/- acres of land identified as TMK: (3) 6-8-002: 057 and as depicted in the unrecorded Agreement; and

WHEREAS, the Developer has taken such actions and has executed all necessary documents as required it under said unrecorded Agreement; and

WHEREAS, it has been confirmed that the Developer has taken such actions and has satisfied the conditions as set forth in said unrecorded Agreement;

THEREFORE, any restrictive terms and conditions on the property as set forth in the Agreement have been and herein are released and further that the affordable housing requirement for the Highlands project is hereby deemed to have been fulfilled.

IN WITNESS WHEREOF, the parties have executed these presents on the date and year first above-written.

RECOMMEND APPROVAL:

NEIL S. GYOTOKU
Housing Administrator, OHCD
Date: __________________________

APPROVED AS TO FORM
AND LEGALITY:

By: __________________________
Office of Corporation Counsel
Its: __________________________

WAIKOLOA HIGHLANDS, INC.
a Colorado Corporation

By: __________________________
Natalia Batshtcheva, Director
Date: 06/01/17

DEVELOPER

COUNTY OF HAWAI'I

By: __________________________
Its: __________________________
COUNTY
On this 1st day of June, 2017, before me personally appeared Natalia Batichtcheva, to me personally known who, being by me duly sworn, did say that she as the Director of Waikoloa Highlands, Inc., executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Signature
Notary Public, State of
My commission expires: 5/25/2019