

OF COUNSEL:  
MATSUBARA, KOTAKE & TABATA  
A Law Corporation

LAND USE COMMISSION  
STATE OF HAWAII  
2019 JAN 10 A 11:14

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Attorneys for Petitioner  
HONUA'ULA PARTNERS, LLC

**BEFORE THE LAND USE COMMISSION**

**OF THE STATE OF HAWAII**

In the Matter of the Petition of	)	Docket No. A94-706
	)	
KAONOULU RANCH to Amend the	)	HONUA'ULA PARTNERS,
Agricultural Land Use District Boundary into	)	LLC'S MEMORANDUM IN
the Urban Land Use District for approximately	)	OPPOSITION TO
88 acres at Kaonoulu, Makawao-Wailuku,	)	INTERVENEORS' MOTION TO
Maui, Hawaii; Tax Map Key Nos. 2-2-02:por.	)	CONDUCT PHASE II OF
of 15 and 3-9-01:16	)	CONTESTED CASE PENDING
	)	SINCE 2012, AND FOR FINAL
	)	DECISION; DECLARATION OF
	)	CHARLES JENCKS; EXHIBITS
	)	"1"-"3"; CERTIFICATE OF
	)	SERVICE
	)	

HONUA'ULA PARTNERS, LLC'S MEMORANDUM IN OPPOSITION TO  
INTERVENEORS' MOTION TO CONDUCT PHASE II OF  
CONTESTED CASE PENDING SINCE 2012, AND FOR FINAL DECISION

Comes now, HONUA'ULA PARTNERS, LLC, by and through its attorneys,  
MATSUBARA, KOTAKE & TABATA, and respectfully submits its Memorandum In

Opposition to Intervenor's Motion to Conduct Phase II of Contested Case Pending Since 2012, and for Final Decision.

I. BACKGROUND

On February 10, 1995, the LUC reclassified the Petition Area, approximately 88 acres, from the Agricultural District to the Urban District for a light industrial and commercial project.

The original Petitioner, Ka'ono'ulu Ranch, spent approximately the next four years working to amend the Kihei-Makena Community Plan, apply for a Change In Zoning from Agricultural to M-1 Light Industrial, apply for two large lot subdivisions, and prepare civil construction plans for 88 acres to be submitted to the County to address requirements for preliminary subdivision approval.

On May 12, 2005, Maui Industrial Partners, LLC ("MIP") purchased the 88 acre Petition Area from Ka'ono'ulu Ranch.

MIP spent over \$22 million in land and acquisition costs to purchase the Petition Area. In addition to that \$22 million, MIP continued the development of the Petition Area by spending over \$4 million on development costs, including but not limited to planning, engineering, entitlements, and administrative costs.

Separate and apart from this docket, Honua'ula Partners is the owner of the project Honua'ula, formerly known as Wailea 670 ("Wailea 670"). The project sits on approximately 669.387 acres at Wailea, Maui.

On March 10, 2008, the Unilateral Agreement was recorded at the Bureau of Conveyances, and on April 8, 2008, Ordinance 3553 was signed into law for the Wailea 670 project, allowing for the development of up to 1400 residential units, a golf course, open space, and a mixed use village.

The Wailea 670 project must be in compliance with the Maui County Work Force Housing ordinance (MCC 2.96). Ordinance 3553 requires that 450 affordable residential units be located on the Wailea 670 project site, and condition 5 of the Unilateral Agreement, at that time, required 250 affordable residential units be built offsite at the Ka'ono'ulu Light Industrial Subdivision.

**Condition 5 required that all 250 affordable offsite units be built at the Ka'ono'ulu Light Industrial Subdivision and be completed prior to any sale of market-rate units at the Wailea 670 project.**

On August 20, 2009 Honua'ula Partners purchased the approximately 13 acre parcel identified as tax map key (2) 3-9-001:169 ("Parcel 169") from MIP for \$13 million. Honua'ula Partners' understanding and intent was that Parcel 169 was fully entitled and that it would be used to build the 250 affordable residential offsite units required for the Wailea 670 project.

In April of 2012, Piilani Promenade obtained two grading permits for onsite and offsite infrastructure for the Piilani Parcels.

By May of 2012, Intervenor filed their motion for order to show cause, effectively shutting down the Piilani Promenade project.

By October of 2012, a complaint for declaratory relief was filed by the Sierra Club in the Second Circuit Court to invalidate the Wailea 670 environmental impact statement, effectively shutting down the Wailea 670 project.

The Sierra Club lawsuit was settled in 2016, and work on the project and entitlements has resumed. Honua`ula Partners has spent over \$30 million on the Wailea 670 project, which includes but is not limited to land planning and design, engineering, water planning, traffic studies, environmental studies, golf course integrated management work, golf course design, environmental impact statement, land use legal support, archaeological work and administrative expenses. This \$30 million does not include land acquisition costs or loan interest costs.

On July 5, 2017, Honua`ula Partners filed its Motion to Amend in the Piilani Promenade docket to address the order to show cause proceeding by discussing, through a hearing on the motion, Honua`ula Partners' intent to build 250 affordable units on Parcel 169.

On July 27, 2017, the LUC entered its order rejecting Piilani Promenade's final environmental impact statement which was in support of Piilani Promenade's Motion to Amend.



Seeing no other practical option, Honua`ula Partners applied for a change in zoning for Wailea 670, to amend condition 5 in the Unilateral Agreement to give Honua`ula Partners the ability to build the 250 affordable units offsite or onsite.

On May 4, 2018, Ordinance No. 4849 was approved, and condition 5 was amended to allow the 250 affordable units to be built offsite or onsite for the Wailea 670 project.

## II. DISCUSSION

Intervenors' Motion to Conduct Phase II should be denied in its entirety for failing to adhere to the proper legal procedure for LUC orders to show cause ("OSC") that is required by the Hawaii Supreme Court.

The proper procedure for OSC's is described in DW Aina Lea Development, LLC v. Bridge Aina Lea, LLC, 134 Hawai'i 187, 212, 339 P.3d 685, 710 (2014).

"[O]nce the LUC issues an OSC, the relevant considerations to be taken into account by the LUC and the procedures it must follow turn on whether the petitioner has substantially commenced use of the land in accordance with its representations." Bridge Aina Lea, 134 Hawai'i at 209, 339 P.3d at 707. "The proper procedure to be followed by the LUC in ruling on the OSC therefore depends on whether the petitioner has substantially commenced use of the land in accordance with its representations." Bridge Aina Lea, 134 Hawai'i at 212, 339 P.3d at 710.

“[I]f the petitioner has not substantially commenced use of the property, then the LUC may revert the property without following the strictures of HRS § 205-4, so long as it otherwise complies with HAR § 15-15-93.” Bridge Aina Lea, 134 Hawai`i at 213, 339 P.3d at 711.

“On the other hand, if the LUC seeks to revert land after the petitioner has substantially commenced use of the land, the LUC is required to follow the procedures set forth in HRS § 205-4.” Bridge Aina Lea, 134 Hawai`i at 213, 339 P.3d at 711. These procedures include those “generally applicable when boundaries are changed”. Id.

“Finally, the LUC must resolve the reversion or reclassification issue within three hundred sixty-five days.” Id.

A. HONUA`ULA PARTNERS HAS SUBSTANTIALLY COMMENCED

The first determination after the issuance of the OSC, therefore, is whether petitioner has substantially commenced. That determination has not yet been made in this docket.

HRS § 205-4(g), however, does not include a definition of “substantial commencement”. Id.

The LUC’s primary duty in interpreting substantial commencement is to ascertain legislative intent. See Treloar v. Swinerton and Walberg Co., 65 Haw. 415, 420 653 P.2d 420, 424 (S.Ct. 1982) (our primary duty in interpreting and applying statutes is

to ascertain the intention of the legislature and to implement that intention to the fullest degree).

“In drafting HRS § 205-4(g), the legislature did not require that the use be substantially completed, but rather that it be substantially commenced. [original emphasis]. This is consistent with the concerns identified by the legislature in the legislative history of the statute, i.e., that it was trying to deter speculators who obtained favorable land use rulings and then sat on the land for speculative purposes.” (emphasis added). Bridge Aina Lea, 134 Hawaii at 214, 339 P.3d at 712.

“[A] determination of whether a party has substantially commenced use of the land will turn on the circumstances of each case, not on a dollar amount or percentage of work completed”. (emphasis added). Bridge Aina Lea, 134 Hawaii at 214, 339 P.3d at 712, fn. 15.

In Bridge Aina Lea, the Court found that the developer did substantially commence use of the land and held that “[r]ather than holding the land undeveloped for speculative purposes – the result which the legislature sought to avoid in HRS § 205-4(g) – Bridge and DW invested a considerable amount of money and effort, by any reasonable measure, to develop the affordable housing”. (emphasis added). Bridge Aina Lea, 134 Hawaii at 214, 339 P.3d at 712.

The determination of substantial commencement, therefore, as stated by the Hawaii Supreme Court, is anchored in the legislative intent of the statute, which is to

find substantial commencement where the land is not held for speculative purposes.

The Court in Bridge Aina Lea noted that “more than \$20,000,000 had been expended for plans and construction work on the project”, which included sixteen townhomes ready to hook up, 24 townhomes constructed up to the roof, 32 more townhomes in various stages of construction, mass grading, preparation of plans and studies, including building plans and studies for the EIS. Id.

In the instant case, it is clear that substantial commencement has occurred based upon the record and the clear mandate that has been provided by the Hawaii Supreme Court in the Bridge Aina Lea case.

In order for the LUC to rule on the substantial commencement issue, a finding must be made to address whether the land has been held undeveloped for speculative purposes. The Hawaii Supreme Court made such a finding and held that “[r]ather than holding the land undeveloped for speculative purposes – the result which the legislature sought to avoid in HRS § 205-4(g) – Bridge and DW invested a considerable amount of money and effort, by any reasonable measure, to develop the affordable housing”. Bridge Aina Lea, 134 Hawaii at 214, 339 P.3d at 712.

There is no provision in the law that says substantial commencement requires vertical construction. No such requirement exists in the statute, the rules or the Bridge Aina Lea case. To the contrary, the Hawaii Supreme Court forbids the application of any requirement based on money spent or percentage of work completed. The Court

specifically recognizes the preparation of plans and studies, including building plans and studies for an environmental impact statement as evidence in support of a finding of substantial commencement.

Here, there is no evidence to support a finding that Parcel 169 has been held undeveloped for speculative purposes. Honua`ula Partners purchased Parcel 169 fully entitled from its predecessor, who spent over \$4 million to prepare the Petition Area for development, specifically to satisfy a requirement for a much larger project. Honua`ula Partners has spent over \$30 million for the development of the Wailea 670 project, and until May of 2018, the Wailea 670 project had been entirely dependent upon the completion of the 250 affordable units on Parcel 169. If Honua`ula Partners simply wanted to sit on the property and wait for it to appreciate it would not have conducted extensive planning, studies and effort and placed \$30 million at risk to develop the property. Any delay of the Piilani Promenade project or the Wailea 670 project has been caused by legal challenges.

Real estate development does not commence with bulldozers and construction. Years, if not decades, and millions of dollars are invested before large projects become shovel ready. In this case, substantial commencement has occurred based upon years of work, effort and expense to develop the project in good faith.

Intervenors' claim that Honua`ula Partners has admitted to not having substantially commence is without merit. The statutory term "substantial

commencement” has not been addressed in any prior context in this case.

Representations pointed out by Intervenor were all made to explain the obvious, that construction has not yet started and that Honua`ula Partners would respect the LUC’s authority by not building during any stay.

B. THE ORDER TO SHOW CAUSE SHOULD BE DISMISSED FOR VIOLATION OF THE 365 DAYS DEADLINE

Intervenor’s Motion to Conduct Phase II should also be denied based upon the violation of the 365 day deadline for resolving reversions or reclassifications. The deadline in HRS § 205-4(g) is a clear statutory requirement and there is no means of extension that would apply to the time that has since elapsed.

III. CONCLUSION

Once an order to show cause is issued, the first step in the process is to determine whether the project has substantially commenced and the process must be resolved within 365 days. Neither requirement has been met. Intervenor’s motion should be denied in its entirety.

DATED: Honolulu, Hawai`i, January 10, 2019.

Of Counsel:

MATSUBARA, KOTAKE & TABATA  
A Law Corporation



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BENJAMIN M. MATSUBARA  
CURTIS T. TABATA  
Attorneys for Petitioner  
HONUA`ULA PARTNERS, LLC

**BEFORE THE LAND USE COMMISSION**  
**OF THE STATE OF HAWAII**

In the Matter of the Petition of	)	Docket No. A94-706
	)	
KAONOULU RANCH to Amend the	)	
Agricultural Land Use District Boundary into	)	
the Urban Land Use District for approximately	)	
88 acres at Kaonoulu, Makawao-Wailuku,	)	
Maui, Hawaii; Tax Map Key Nos. 2-2-02:por.	)	
of 15 and 3-9-01:16	)	
_____	)	

**DECLARATION OF CHARLES JENCKS**

Charles Jencks states as follows:

1. I am over 18 years of age, and I am a representative of Honua`ula Partners, LLC. I have personal knowledge of the matters set forth in this Declaration, and, if called upon to testify, I could and would competently testify thereto.
  
2. On February 10, 1995, the LUC reclassified the Petition Area, approximately 88 acres, from the Agricultural District to the Urban District for a light industrial and commercial project.
  
3. The original Petitioner, Ka`ono`ulu Ranch, spent approximately the next four years working to amend the Kihei-Makena Community Plan, apply for a Change In Zoning from Agricultural to M-1 Light Industrial, apply for large lot subdivisions, and prepare civil construction plans for 88 acres to be submitted to the County to address requirements for preliminary subdivision approval.

4. On May 12, 2005, Maui Industrial Partners, LLC ("MIP") purchased the 88 acre Petition Area from Ka'ono'ulu Ranch.

5. MIP spent over \$22 million in land and acquisition costs to purchase the Petition Area. In addition to that \$22 million, MIP continued the development of the Petition Area by spending over \$4 million on development costs, including but not limited to planning, engineering, entitlements, and administrative costs.

6. Honua'ula Partners is the owner of the project formerly known as Wailea 670 ("Wailea 670"). The project sits on approximately 669.387 acres at Wailea, Maui.

7. On March 10, 2008, the Unilateral Agreement was recorded at the Bureau of Conveyances, and on April 8, 2008, Ordinance 3553 was passed for the Wailea 670 project, allowing for the development of up to 1400 residential units, a golf course, open space, and a mixed use village. Attached hereto as Exhibit "1" is a true and correct copy of the Unilateral Agreement.

8. The Wailea 670 project must comply with the Maui County Work Force Housing ordinance (MCC 2.96). Ordinance 3553 requires that 450 affordable residential units be located on the Wailea 670 project site, and condition 5 of the Unilateral Agreement, at that time, required 250 affordable residential units be built offsite at the Ka'ono'ulu Light Industrial Subdivision. Condition 5 required that all 250 affordable offsite units be completed prior to any sale of market-rate units. Attached hereto as Exhibit "2" is a true and correct copy of Ordinance No. 3553.



9. On August 20, 2009 Honua`ula Partners purchased the approximately 13 acre Parcel 169 from MIP for \$13 million. Honua`ula Partners' understanding and intent was that Parcel 169 was fully entitled and that it would be used to build the 250 affordable residential offsite units required for the Wailea 670 project.

10. In April of 2012, Piiliani Promenade obtained two grading permits for onsite and offsite infrastructure for the Piilani Parcels.

11. By October of 2012, a complaint for declaratory relief was filed by the Sierra Club in the Second Circuit Court to invalidate the Wailea 670 environmental impact statement, effectively shutting down the Wailea 670 project.

12. The Sierra Club lawsuit was settled in 2016, and work on the Wailea 670 project and entitlements resumed and is ongoing.

13. Honua`ula Partners has spent over \$30 million on the Wailea 670 project, which includes but is not limited to land planning and design, engineering, water planning, traffic studies, environmental studies, golf course integrated management work, golf course design, environmental impact statement, land use legal support, archaeological work and administrative expenses. This \$30 million does not include land acquisition costs or loan interest costs.

14. Honua`ula Partners applied for a change in zoning for Wailea 670, to amend condition 5 in the Unilateral Agreement to give Honua`ula Partners the ability to build the 250 affordable units offsite or onsite.

15. On May 4, 2018, Ordinance No. 4849 was approved, and condition 5 was amended to allow the 250 affordable units to be built offsite or onsite for the Wailea 670 project. Attached hereto as Exhibit "3" is a true and correct copy of Ordinance No. 4849.

I declare under penalty of law that the foregoing is true and correct.

Executed this 9th day of January 2019.



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CHARLES JENCKS

THE COUNTY OF MAUI  
REGISTERED  
STATION

BUREAU OF LAND & NATURAL RESOURCES

Doc 2008-036711  
MAR 10, 2008 08:02 AM

LAND COURT

REGULAR SYSTEM

Return By Mail ☐ Pick-Up ☒ To:

Office of the County Clerk  
County of Maui  
200 South High Street  
Wailuku, Hawai'i 96793

TITLE OF DOCUMENT:

**UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING**  
PARTIES TO DOCUMENT:

Declarant: **HONUA'ULA PARTNERS, LLC**  
**c/o Woodridge Capital, LLC**  
**1999 Avenue of the Stars**  
**Suite 2850**  
**Los Angeles, California 90067**

County of Maui: **COUNTY OF MAUI**  
**200 South High Street**  
**Wailuku, Hawaii 96793**

**Kihei-Wailea Project District 9**

TAX MAP KEY(S): (2) 2-1-08:056 and 071

(This document consists of 36 pages.)

**EXHIBIT** "1"

LAND COURT SYSTEM

REGULAR SYSTEM

Return By Mail ( ) Pickup ( ): To:  
Office of the County Clerk  
County of Maui  
200 South High Street  
Wailuku, Hawai'i 96793

Total Number of Pages: 36

Affects Tax Map Key (2) 2-1-08:056 and 071

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL  
ZONING

THIS INDENTURE, made this 18 day of February 2008, by Honua'ula Partners, LLC, a Delaware limited liability company, whose principal place of business and mailing address is c/o Woodridge Capital, LLC, 1999 Avenue of the Stars, Suite 2850, Los Angeles, California 90067, hereinafter referred to as "DECLARANT", and who is the owner of that certain parcel located at Wailea, Maui, Hawai'i, comprised of approximately 669.387 acres, more or less, and identified for real property tax purposes by Tax Map Key No(s) 2-1-08:056 and 071, hereinafter referred to as "PARCEL".

WITNESSETH:

WHEREAS, the Council of the County of Maui, State of Hawai'i, hereinafter referred to as "Council", is considering the establishment of zoning for the Parcel, comprised of approximately 669.387 acres which is more particularly described in Exhibit "1", which is attached hereto and made a part hereof, and which is more particularly identified in Land Zoning Map No.L-590, which is on file in the Office of the County Clerk of the County of Maui; and

WHEREAS, the Council recommends through its Land Use Committee, Committee Report No. 08-23, that said establishment of zoning be approved for passage on first reading subject to certain conditions pursuant to Section

19.510.050, Maui County Code; and

WHEREAS, the Declarant has agreed to execute this instrument pursuant to the conditional zoning provisions of Section 19.510.050, Maui County Code;

NOW, THEREFORE, the Declarant makes the following Declaration:

1. That this Declaration is made pursuant to the provisions of Section 19.510.050, Maui County Code relating to conditional zoning;

2. That until written release by the County of Maui, the Parcel, and all parts thereof, is and shall be held subject to the covenants, conditions and restrictions which shall be effective as to and shall run with the land as to the Parcel, from and after the recording of this Declaration with the Bureau of Conveyances or the Land Court of the State of Hawai'i, without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by the Declarant, the County of Maui, or any heir, devisee, executor, administrator, personal representative, successor, and assign; that the acquisition of any right, title or interest in or with respect to the Parcel by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Declaration by such person or persons, entity or entities; and that upon any transfer of any right, title or interest in or with respect to the Parcel the same shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform all of the covenants, conditions and restrictions of this Declaration;

3. That this Declaration and all of the covenants, conditions and restrictions contained herein shall continue to be effective as to and run with the land in perpetuity, or until the Declarant notifies the appropriate County Department that any of said covenants, conditions and restrictions are satisfied by the Declarant, and the appropriate County Department verifies the satisfaction and provides a written release of the covenant, condition or restriction;

4. That the term "Declarant" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine, or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include the "Declarant", the Declarant's heirs, devisees, executors, administrators, personal representatives, successors, and assigns;

5. That the Declaration shall become fully effective on the effective date of the zoning ordinance approving the establishment of Kihei-Makena Project District 9 (Wailea 670) zoning and this Declaration shall be recorded in the Bureau of Conveyances or Land Court of the State of Hawai'i;


6. That the Declarant agrees to develop said Parcel in conformance with the conditions set forth in Exhibit "2", which is attached hereto and made a part hereof and which shall be made a part of the zoning ordinance;

7. That the conditions imposed are reasonable and rationally relate to the objective of preserving the public health, safety and general welfare and such conditions fulfill the need for the public service demands created by the proposed use;

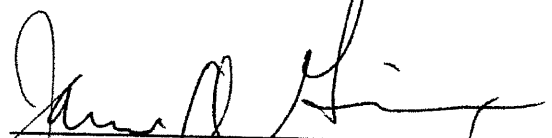
AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that until released in writing by the County, the conditions imposed in this Declaration shall run with the land identified hereinabove and shall bind and constitute notice to all subsequent lessees, grantees, assignees, mortgagees, lienors and any other persons who claim an interest in said land, and the County of Maui shall have the right to enforce this Declaration by appropriate action at law or suit in equity against all such persons, provided that the Declarant or its successors and assigns may at any time file a petition for the removal of the conditions and terminate this Unilateral Agreement, such petition to be processed in the same manner as petitions for change in zoning.

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.

HONUA'ULA PARTNERS, LLC

  
By CHARLES JENCKS  
Its Authorized Representative  
DECLARANT

APPROVED AS TO FORM AND LEGALITY:

  
JAMES A. GIROUX  
Deputy Corporation Counsel  
County of Maui

STATE OF HAWAII

)

) SS.

COUNTY OF MAUI

)

On March 6, 2008 before me, Linda D. Kauhane, Notary Public, personally appeared CHARLES JENCKS who proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

I certified under PENALTY OF PERJURY under the laws of the State of Hawaii that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

ns.



Signature of Notary Public Linda D. Kauhane  
My Commission Expires: June 20, 2008

## Exhibit 1

### DESCRIPTION

**TAX MAP KEY:(2) 2-1-008: PARCEL 56  
PORTIONS OF ROYAL PATENT GRANT 548 TO J.Y. KANEHOA AND  
LAND COMMISSION AWARD 11,216, APANA 21 TO M. KEKAUONOHI  
(CERTIFICATE OF BOUNDARIES NO. 66)**

All of that certain parcel of land, being Parcel 56 of Tax Map Key:(2) 2-1-008, being portions of Royal Patent Grant 548 to J.Y. Kanehoa and Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66), situated at Pacahu, Palaueau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the northeast corner of this parcel of land, on the west boundary of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch Inc.), said disc also being the southeast corner of Lot 101 of the Maui Meadows Subdivision - Unit III, File Plan 1236, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

20,066.74 feet North  
9,405.32 feet East

and running by azimuths measured clockwise from true South:

1.    3° 16' 20"            8314.36 feet along said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch Inc.), along the remainders of said Royal Patent Grant 548 to J.Y. Kanehoa and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a found 3 1/4-inch aluminum boundary monument disc on the northerly boundary of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, said disc being the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision and the northeast corner of Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui;
2.    93° 17' 00"            3274.44 feet along said Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, to a point on the easterly boundary of Lot 321-A-1 of Land Court Application 1804;
3.    185° 34' 57"            6784.74 feet along Lots 321-A-1, 315, 460, 657, 308 and 656 of said Land Court Application 1804, along the remainders of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and said



Royal Patent Grant 548 J.Y. Kanehoa to a found ¼-inch pipe on the southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way;

4. 346° 09' 17" 698.94 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
5. 76° 09' 17" 15.60 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
6. 346° 09' 17" 312.75 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
7. 76° 09' 17" 20.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
8. 346° 09' 17" 470.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
9. 256° 09' 17" 25.60 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
10. 346° 09' 17" 250.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
11. 256° 09' 17" 4.40 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
12. 346° 09' 17" 550.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
13. 256° 09' 17" 140.60 feet along the southeasterly end of said Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
14. 166° 09' 17" 100.00 feet along the northeasterly boundary of said Piilani

- Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
15. 256° 09' 17" 20.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  16. 166° 09' 17" 300.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  17. 256° 09' 17" 30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  18. 166° 09' 17" 400.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  19. 76° 09' 17" 30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  20. 166° 09' 17" 300.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  21. 256° 09' 17" 12.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  22. 166° 09' 17" 120.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  23. 76° 09' 17" 22.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  24. 166° 09' 17" 530.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  25. 256° 09' 17" 10.00 feet along said northeasterly boundary of the Piilani

- Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
26. 166° 09' 17" 150.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  27. 256° 09' 17" 10.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  28. 166° 09' 17" 610.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  29. 76° 09' 17" 20.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  30. 166° 09' 17" 390.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  31. 256° 09' 17" 50.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  32. 166° 09' 17" 150.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  33. 76° 09' 17" 30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  34. 166° 09' 17" 200.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  35. 76° 09' 17" 40.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  36. 166° 09' 17" 599.49 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the

remainder of said Royal Patent Grant 548 J.Y. Kanehoa same to a found 3 1/4-inch aluminum boundary monument at the southwest corner of Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022;

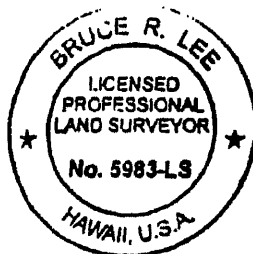
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along Lots 91 to 95 of the Maui Meadows Subdivision - Unit II, File Plan 1107, along Lots 121, 120, 119, 118, 117, 116, 115, 114, 113, 111, 110, 109, 103, 102 and 101 of said Maui Meadows Subdivision - Unit III, File Plan 1236, along the remainder of said Royal Patent Grant 548 to J.Y. Kanehoa to the point of beginning and containing a Gross Area of 588.067 Acres, Less Exclusion "D" (1.033 Acres) and Less Portion Highway Exclusion (18.676 Acres), Leaving a Net Area of 568.358 Acres, more or less.

**SUBJECT, HOWEVER** to a restriction of vehicle access rights along the entire length of courses 4 to 12 inclusive, 14 to 27 inclusive, the first 432.00 feet and the last 48.00 feet of course 28 and the entire length of courses 29 to 36, inclusive.

**EXCEPTING AND EXCLUDING** there from Exclusion "D" (1.033 Acres) as recorded in Liber 11770 at Pages 306 and 307; and a Portion of the Highway Exclusion (Future Piilani Highway) as recorded in Liber 11770 at Pages 308 to 317.

Prepared by:

**NEWCOMER-LEE  
LAND SURVEYORS, INC., a Hawai'i Corporation**



This description was prepared from a survey on the ground performed by me or under my supervision.

*Bruce R. Lee* exp 04/08  
BRUCE R. LEE  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

10-17-07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Parcel 56

**DESCRIPTION**  
**TAX MAP KEY:(2) 2-1-008: PARCEL 71**  
**PORTION OF LAND PATENT 8213, LAND COMMISSION**  
**AWARD 6715 TO HOOMANAWANUI**

All of that certain parcel of land, being Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, situated at Keaunohu, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the southwest corner of this parcel of land, on the easterly boundary of Lot 321-A-1 of Land Court Application 1804, said disc also being the northwest corner of Lot B of the Makena Mauka Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

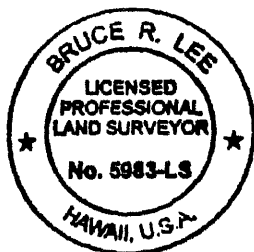
10,639.15 feet North  
5,533.22 feet East

and running by azimuths measured clockwise from true South:

1. 185° 34' 57"      1320.59 feet along said Lot 321-A-1 of Land Court Application 1804, along the remainder Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a 1/4-inch pipe at the southwest corner of Parcel 56 of Tax Map Key:(2) 2-1-008, said pipe being on the southerly boundary of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
2. 273° 17' 00"      3274.44 feet along said Parcel 56 of Tax Map Key:(2) 2-1-008, along said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a 1/4-inch pipe at the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision, said pipe also being the southwest corner of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.);
3. 3° 16' 20"      1319.53 feet along said Lot 1 of the Ulupalakua-Seibu Subdivision and along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a found 3 1/4-inch aluminum boundary monument disc;
4. 93° 17' 00"      3327.67 feet along said Lot 1 of the Ulupalakua-Seibu Subdivision, along said Lot B of the Makena Mauka Lots, along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to the point of beginning and containing an area of 99.996 Acres, more or less.

Prepared by:

**NEWCOMER-LEE**  
**LAND SURVEYORS, INC., a Hawai'i Corporation**



10/17/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Parcel 71

This description was prepared from a  
survey on the ground performed by me or  
under my supervision.

*Bruce R. Lee exp. 04/08*

**BRUCE R. LEE**  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

**DESCRIPTION  
EXCLUSION "D"  
(MAUI ELECTRIC COMPANY, LIMITED SUBSTATION LOT)  
TAX MAP KEY:(2) 2-1-008: PARCEL 43**

All of that certain parcel of land, being Parcel 43 of Tax Map Key:(2) 2-1-008 (Maui Electric Company, Limited Substation Lot), being a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeanu, Palaeau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at the northwest corner of this parcel of land, said point being  $0^{\circ} 28' 25''$  1390.88 feet from a (found)  $\frac{3}{4}$ -inch pipe on the southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, said pipe also being the northeast corner of Lot 656 as shown on Map 84 of Land Court Application 1804, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

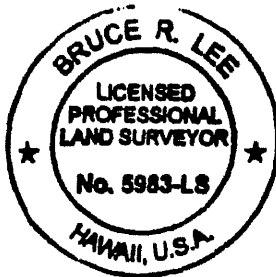
17,314.59 feet North  
6,311.37 feet East

and running by azimuths measured clockwise from true South:

1.  $283^{\circ} 39' 37''$  207.05 feet along Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
2.  $5^{\circ} 34' 57''$  205.00 feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
3.  $95^{\circ} 34' 57''$  205.00 feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
4.  $185^{\circ} 34' 57''$  234.09 feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa to the point of beginning and containing an Area of 1.033 Acres, more or less.

Prepared by:

**NEWCOMER-LEE  
LAND SURVEYORS, INC., a Hawai'i Corporation**



11/13/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Exclusion "D" MECs Substation

This description was prepared by me or  
under my supervision.

*Bruce R. Lee* 09/08

BRUCE R. LEE  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS



**DESCRIPTION  
PORTION OF HIGHWAY EXCLUSION  
LIBER 11770, PAGE 308 TO 317  
(FUTURE PIILANI HIGHWAY)  
KALAMA PARK TO PIILANI HIGHWAY, F.A.P. NO. F-031-1(2)  
[PORTION OF TAX MAP KEY:(2) 2-1-008: PARCEL 56]**

All of that certain parcel of land, being a Portion of the Highway Exclusion as recorded in Liber 11770 at Pages 308 to 316 (Future Piilani Highway), being a portion of Parcel 56 of Tax Map Key:(2) 2-1-008, also being a portion of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeha, Palaneseu, Homanula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the southeast corner of this parcel of land, on the north boundary of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, said disc also being the southwest corner of Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.), the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision and the northeast corner of Parcel 71 of Tax Map Key: (2) 2-1-008, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

11,765.93 feet North  
8,930.74 feet East

and running by azimuths measured clockwise from true South:

- |                 |  |
|-----------------|--|
| 1. 93° 17' 00"  | 1.65 feet along said Parcel 71 of said Tax Map Key:(2) 2-1-008, along said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui;   |
| 2. 139° 52' 33" | 277.77 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66); |
| 3. 49° 52' 33"  | 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);  |
| 4. 139° 52' 33" | 450.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66); |

5. 229° 52' 33" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

6. 139° 52' 33" 400.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

7. 49° 52' 33" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

8. 139° 52' 33" 133.92 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3080.07 feet, the chord azimuth and distance being:

9. 142° 25' 00.1" 273.09 feet;

10. 54° 57' 27.2" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3100.07 feet, the chord azimuth and distance being:

11. 145° 26' 06.1" 51.67 feet;

12. 235° 54' 45" 30.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3070.07 feet, the chord azimuth and distance being:

13. 147° 20' 41.5" 153.48 feet;

14. 238° 46' 38" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3060.07 feet, the chord azimuth and distance being:

15. 151° 09' 52.1" 254.92 feet;

16. 63° 33' 06.2" 110.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3170.07 feet, the chord azimuth and distance being:

17. 154° 59' 02.7" 158.48 feet;

18. 246° 24' 59.2" 90.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008, said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and said Royal Patent Grant 548 to J.Y. Kanehoa on the arc of a curve to the right, concave northeasterly with a radius of 3080.07 feet, the chord azimuth and distance being:

19. 160° 42' 48.7" 461.57 feet;

20. 75° 00' 38.2" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa on the arc of a curve to the right, concave northeasterly with a radius of 3100.07 feet, the chord azimuth and distance being:

21. 165° 34' 57.6" 61.90 feet;
22. 166° 09' 17" 390.09 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
23. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
24. 166° 09' 17" 100.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
25. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
26. 166° 09' 17" 150.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
27. 76° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
28. 166° 09' 17" 250.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
29. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
30. 166° 09' 17" 250.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
31. 76° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

32. 166° 09' 17" 400.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
33. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
34. 166° 09' 17" 350.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
35. 76° 09' 17" 15.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
36. 166° 09' 17" 100.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
37. 76° 09' 17" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
38. 166° 09' 17" 250.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
39. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
40. 166° 09' 17" 350.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa to a point on the south boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way;
41. 256° 09' 17" 130.00 feet along said southeast boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way;
42. 346° 09' 17" 50.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

43. 256° 09' 17" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
44. 346° 09' 17" 150.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
45. 76° 09' 17" 15.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
46. 346° 09' 17" 300.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
47. 256° 09' 17" 40.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
48. 346° 09' 17" 100.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
49. 76° 09' 17" 40.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
50. 346° 09' 17" 530.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
51. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
52. 346° 09' 17" 770.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
53. 76° 09' 17" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

54. 346° 09' 17" 500.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
55. 256° 09' 17" 60.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
56. 346° 09' 17" 50.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
57. 76° 09' 17" 60.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
58. 346° 09' 17" 140.09 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008, said Royal Patent Grant 548 to J.Y. Kanehoa and along the remainder of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66), on the arc of a curve to the left, concave northeasterly with a radius of 2930.07 feet, the chord azimuth and distance being:

59. 343° 40' 22.3" 253.76 feet;
60. 251° 11' 27.6" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

61. 337° 36' 36.3" 364.76 feet;
62. 244° 01' 45" 80.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the

arc of a curve to the left, concave north-easterly with a radius of 2840.07 feet, the chord azimuth and distance being:

63. 333° 18' 46.8" 71.00 feet;

64. 242° 35' 48.6" 70.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2770.07 feet, the chord azimuth and distance being:

65. 331° 24' 11.5" 115.41 feet;

66. 60° 12' 34.4" 150.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

67. 327° 57' 55.9" 228.67 feet;

68. 235° 43' 17.4" 130.00 feet along the remainders of said Parcel 56 of Tax Map - Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2790.07 feet, the chord azimuth and distance being:

69. 325° 14' 38.6" 46.50 feet;

70. 54° 45' 59.8" 130.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);



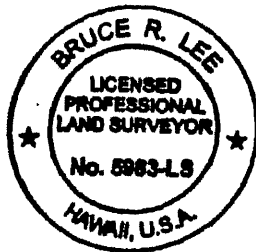
Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

- 71. 322° 19' 16.4"      249.18 feet;
- 72. 229° 52' 33"      30.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
- 73. 319° 52' 33"      133.92 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
- 74. 49° 52' 33"      40.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
- 75. 319° 52' 33"      982.11 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a ¾-inch pipe on the west boundary of said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.);
- 76. 3° 16' 20"      202.03 feet along said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.), along the remainder of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to the point of beginning and containing an area of 18.676 Acres, more or less.

**SUBJECT, HOWEVER** to proposed restriction of abutter's rights of vehicle access, appurtenant to the remainder of the land of which the above-described parcel of land is a part, into and from Piilani Highway, Kalama Park to Piilani Highway, Federal Aid Project No. F-031-1(2), over and across the entire length of courses 1 to 8 inclusive, the first 43.84 feet and the last 149.34 feet of course 9, the entire length of courses 10 to 31 inclusive, the first 334.94 feet of course 32, the entire length of course 33, the last 295.06 feet of course 34, the entire length of courses 35 to 40 inclusive and 42 to 49 inclusive, the first 395.06 feet and the last 14.94 feet of course 50, the entire length of courses 51 to 75 inclusive of the above described Highway Exclusion.

Prepared by:

**NEWCOMER-LEE**  
**LAND SURVEYORS, INC., a Hawai'i Corporation**



10/17/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Highway Easement

This description was prepared from a  
survey on the ground performed by me or  
under my supervision.

*Bruce R. Lee* 04/08

**BRUCE R. LEE**  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

## EXHIBIT "2"

### Conditions of Zoning

1. That Honua`ula Partners, LLC, its successors and permitted assigns, shall, at their own cost and expense, develop, maintain, and operate, or cause to be developed, maintained, and operated, a private water source, storage facilities, and transmission lines for the Wailea 670 project in accordance with Department of Water Supply standards and all applicable community plans. Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with all reporting requirements of the State Commission on Water Resource Management.

In addition, Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with applicable water ordinances that pertain to the supply and transmission of water from the island of Maui when such ordinances are enacted.

At the time the project water system is completed, Honua`ula Partners, LLC, its successors and permitted assigns, shall offer to the County the right to purchase the project water system at the cost of development of such system.

The water rates for the residential workforce housing units shall be no higher than the general water consumer rates set by the County in its annual budget, for as long as the units are subject to Chapter 2.96, Maui County Code.

2. That Honua`ula Partners, LLC, its successors and permitted assigns, shall implement the following traffic improvements:
  - a. Upgrade Piilani Highway, from Kilohana Drive to Wailea Ike Drive, to four lanes of traffic. The improvements shall be completed prior to the commencement of any construction on the site, with the exception of grading.
  - b. Extend Piilani Highway for two lanes of traffic from Wailea Ike Drive to Kaukahi Street. The improvement shall be constructed at or prior to the completion of 50 percent of the project. Said improvement shall be maintained by Honua`ula Partners, LLC, its successors and permitted assigns.
  - c. Signalize the Piilani Highway/Okolani Drive/Mikioi Place intersection and provide an exclusive left-turn lane on Okolani Drive prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - d. Modify the Piilani Highway/Wailea Ike Drive intersection into a signalized intersection and provide a free right-turn lane from Piilani Highway to Wailea Ike Drive and a second right-turn lane from

Wailea Ike Drive to northbound Piilani Highway prior to occupancy of the first unit in Kihei-Makena Project District 9.

- e. Modify the Wailea Alanui/Wailea Ike Drive intersection to add a signalized double right-turn movement from northbound to eastbound turning traffic and provide two left-turn lanes for southbound traffic from Wailea Ike Drive prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - f. Modify the Piilani Highway/Kilohana Drive/Mapu Place intersection to provide an exclusive left-turn lane, and the southbound Piilani Highway approach to provide an exclusive right-turn lane into Mapu Place prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - g. Signalize the Wailea Ike Drive/Kalai Waa Street intersection in coordination with Wailea Resort and Makena Resort when warranted.
  - h. Signalize the Wailea Alanui/Kaukahi Drive/Kaukahi Street intersection in coordination with Wailea Resort and Makena Resort when warranted.
3. That, as represented, Honua`ula Partners, LLC, its successors and permitted assigns, shall make a contribution to the County for traffic improvements in an amount equal to \$5,000 per unit. The contribution shall be paid to the County prior to issuance of a building permit. Upon adoption of a traffic impact fee ordinance, Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with the ordinance in lieu of this voluntary contribution. Should a traffic impact fee ordinance be adopted prior to the collection of this contribution, the applicable amount shall be the greater of the two. Such contributions or fees shall not be a substitute for any other traffic infrastructure requirements related to the Change in Zoning.
4. That Honua`ula Partners, LLC, its successors and permitted assigns, shall be responsible for all required infrastructural improvements for the project, including water source and system improvements for potable and nonpotable use and fire protection, drainage improvements, traffic-related improvements, wastewater system improvements and utility upgrades, as determined by the appropriate governmental agencies and public utility companies. Except as otherwise provided by more specific conditions of zoning, said improvements shall be constructed and implemented concurrently with the development of each phase of Kihei-Makena Project District 9, and shall be completed prior to issuance of any certificate of occupancy or final subdivision approval, unless improvements are bonded by Honua`ula Partners, LLC, its successors and permitted assigns. Honua`ula Partners, LLC shall execute appropriate agreements with governmental agencies regarding participation in improvements of infrastructure and public facilities as determined by the agencies.

5. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide workforce housing in accordance with Chapter 2.96, Maui County Code (the "Residential Workforce Housing Policy"); provided that, 250 of the required workforce housing units shall be located at the Kaonoulu Light Industrial Subdivision and completed prior to any market-rate unit, that 125 of those workforce housing units shall be ownership units, and that 125 of those units shall be rental units. In addition, construction of those workforce housing units shall be commenced within two years, provided all necessary permits can be obtained within that timeframe. Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a minimum two-acre park at the Kaonoulu Light Industrial Subdivision, which shall be credited toward the requirements of Section 18.16.320, Maui County Code, for that subdivision.
6. That a Drainage Master Plan and Phasing Plan of improvements shall be submitted for review and approval during Project District Phase II processing. Said plan shall include the recommended drainage improvements as represented in the Preliminary Drainage Report. The County may require periodic updates of the Drainage Master Plan and Phasing Plan.
7. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare an animal management plan that shall be submitted during Project District Phase II processing and approved by the Department of Land and Natural Resources prior to submittal of Project District Phase III processing. Said plan shall include procedures for the management of animal intrusions including, but not limited to, construction of boundary or perimeter fencing, wildlife control permits, and rodent and feral cat control. Honua`ula Partners, LLC, its successors and permitted assigns, shall implement the approved animal management plan. The Department of Land and Natural Resources may require periodic updates of the plan.
8. That Honua`ula Partners, LLC, its successors and permitted assigns, shall inform owners within Kihei-Makena Project District 9 that the area is subject to the intrusion of mammals such as axis deer, pigs, and rodents, and the impacts and management plan associated with such intrusions.
9. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare an assessment of the owl (Pueo or Hawaiian Short-eared Owl) and the Hawaiian Hoary Bat in coordination with the Department of Land and Natural Resources, and, if appropriate, mitigative measures shall be incorporated into Kihei-Makena Project District 9. Said assessment shall be prepared prior to submittal of Project District Phase II processing.
10. That, in lieu of the dedication of a Little League Field and related amenities as originally specified in Ordinance No. 2171 (1992), Exhibit "B", Condition No. 8, and based on current land and construction cost estimates for the Little League Field, not less than \$5,000,000 shall be paid to the County upon Project District

Phase II approval for the development of the South Maui Community Park. Said amount shall not be credited against future park assessments.

11. That Honua`ula Partners, LLC is proposing to develop 6 acres of private parks and 84 acres of open space within the development. Said private parks shall be open to the public and privately maintained. Furthermore, said private parks and open space shall not be used to satisfy the park assessment requirements under Section 18.16.320, Maui County Code, or for future credits under said subdivision ordinance. The Director of Parks and Recreation and Honua`ula Partners, LLC agree that the park assessment shall be satisfied with an in-lieu cash contribution for the entire project. The amounts and timing of payment of said in-lieu fees shall be subject to the provisions of Section 18.16.320, Maui County Code.
12. That, as represented by Honua`ula Partners, LLC, the golf course shall be subject to the following conditions:
  - a. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit one nonprofit organization per quarter of the calendar year, other than Maui Junior Golf Association ("Maui Junior Golf"), the use of the golf course and the clubhouse for a fund-raising activity upon terms mutually agreed upon with said nonprofit organization.
  - b. Honua`ula Partners, LLC, its successors and permitted assigns, shall:
    - (1) develop an organized instructional program for junior golfers at its facility from September to January each year; (2) permit Maui Junior Golf the use of the golf course in accordance with Honua`ula Partners, LLC's instructional program; and (3) sponsor one Maui Junior Golf fund-raising tournament per year. The terms of the Junior Golf Program by Honua`ula Partners, LLC shall be as follows:

The instructional program will be developed to teach youngsters ages 12 to 18 years of age the fundamentals of golf and how to play the game, while also providing quality instruction/training three days a week from September 1 through January 31, with some blackout dates. This program will support the overall efforts of Maui Junior Golf.

Private lessons will also be available at a discounted rate of 50 percent of the regular rate based on two lessons per junior golfer for a maximum of 50 lessons per month from February through August on a space-available basis.

For the annual fund-raising event for the Maui Junior Golf, the rate per player shall be 50 percent of the regular rate with the number of golfers limited to no more than 144 players per event.

- c. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit the Maui Interscholastic League ("MIL") and the Hawaii High School Athletic Association ("HHSAA") to each use the golf course once per year for an official MIL golf tournament or an official HHSAA golf tournament if requested by the MIL or the HHSAA, or for regular season play-offs if requested by the MIL.
  - d. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit Maui residents to play at the golf course on Tuesday of each week. The charge for Maui residents for green fees, including golf cart rental fees, shall not exceed 40 percent of the average market rate for green fees and golf cart rental fees in South Maui, and shall exclude all membership fees.
13. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare a Cultural Resources Preservation Plan ("CRPP"), in consultation with: Na Kupuna O Maui; lineal descendents of the area; other Native Hawaiian groups; the Maui County Cultural Resources Commission; the Maui/Lanai Island Burial Council; the Office of Hawaiian Affairs; the State Historic Preservation Division, Department of Land and Natural Resources; the Maui County Council; Na Ala Hele; and all other interested parties. Prior to initiating this consultation process, Honua`ula Partners, LLC, its successors and permitted assigns, shall publish a single public notice in a Maui newspaper and a State-wide newspaper that are published weekly. The CRPP shall consider access to specific sites to be preserved, the manner and method of preservation of sites, the appropriate protocol for visitation to cultural sites, and recognition of public access in accordance with the Constitution of the State of Hawaii, the Hawaii Revised Statutes, and other laws, in Kihei-Makena Project District 9.
- Upon completion of the CRPP, Honua`ula Partners, LLC, its successors and permitted assigns, shall submit the plan to the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs for review and recommendations prior to Project District Phase II approval. Upon receipt of the above agencies' comments and recommendations, the CRPP shall be forwarded to the Maui County Cultural Resources Commission for its review and adoption prior to Project District Phase II approval.
- 14. That a nonpotable water supply system shall be utilized for all irrigation purposes.
  - 15. That, during construction, all dust control shall utilize nonpotable water or effluent, which may be obtained from the Kihei Wastewater Reclamation Facility when available.
  - 16. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a Sewage Disposal Analysis that has been reviewed and commented on by the State Department of Health, the State Department of Land and Natural Resources,

the County Department of Environmental Management, and the County Department of Water Supply prior to Project District Phase II approval. The Sewage Disposal Analysis, along with reviews and comments, shall be submitted to the Maui County Council for review and the project shall be subject to additional conditions or amendments by the Maui County Council if warranted by the Sewage Disposal Analysis.

17. That Honua'ula Partners, LLC, its successors and permitted assigns, shall construct, maintain, and/or participate in the operation of a private wastewater treatment facility and system that accommodate the needs of the entire Kihei-Makena Project District 9. All reclaimed water from the private wastewater treatment facility shall be utilized for irrigation, dust control, or other nonpotable purposes, and none of the reclaimed water shall be placed into injection wells.

The sewer rates for the residential workforce housing units shall be no higher than the residential sewer rates set by the County in its annual budget, for as long as the units are subject to Chapter 2.96, Maui County Code.

18. That Honua'ula Partners, LLC, its successors and permitted assigns, shall address in their Project District Phase II application the following:
- a. Condition 1 of the Department of Health's "Twelve Conditions Applicable To All New Golf Course Development" ("12 Conditions") relating to an approved sampling plan, establishment of the baseline groundwater/vadose zone water quality, and if appropriate, nearshore water quality, has been met to the satisfaction of the Director of Health;
  - b. Conditions 2 and 3 of the Department of Health's "12 Conditions" relating to groundwater monitoring have been satisfied by the Director of Health;
  - c. Condition 4 relating to the preliminary proposal of the individual treatment system meets the requirements of the Department of Health, and final design shall be approved at the time of Project District Phase III;
  - d. Condition 5 of the Department of Health's "12 Conditions" relating to use of effluent has been satisfied;
  - e. Condition 6 of the Department of Health's "12 Conditions" relating to golf carts and storage of petroleum has been addressed and incorporated in the design and layout of the buildings;
  - f. Conditions 7, 8, and 11 of the Department of Health's "12 Conditions" relating to fertilizers, biocides, and pesticides and the Integrated Golf Course Management Plan have been reviewed, and comments from the Department of Agriculture and the Department of Health have been incorporated in the design and layout of the golf courses;



- g. Condition 9 of the Department of Health's "12 Conditions" relating to noise from maintenance facilities has been addressed through the location and design of the maintenance activities and facilities;
  - h. Condition 10 of the Department of Health's "12 Conditions" and the County Department of Environmental Management's concerns and recommendations relating to solid waste disposal management activities and facilities are identified and designed;
  - i. Condition 12 of the Department of Health's "12 Conditions" relating to soil runoff during construction and concerns of the State Department of Transportation; the County Department of Public Works; the State Department of Health; and the Natural Resources Conservation Service of the United States Department of Agriculture relating to drainage are addressed and incorporated in the design and layout of the plans, and a preliminary erosion control and drainage report is included in the application;
  - j. Confirmation from Maui Electric Company, Ltd. ("MECO") that the proposal to relocate and/or landscape MECO facilities is incorporated in the application and site plan; and
  - k. Roadway improvements to the satisfaction of the State Department of Transportation and the County Department of Public Works and proposed agreements are incorporated in the application and site plan and finalized as part of Project District Phase II approval.
19. That Honua'ula Partners, LLC, its successors and permitted assigns, shall execute appropriate agreements with the State of Hawaii and County of Maui agencies regarding participation in improvements of infrastructure and public facilities where such improvements are reasonably related to Honua'ula Partners, LLC's project.
20. That marine monitoring programs shall be conducted which include monitoring and assessment of coastal water resources (groundwater and surface water) that receive surface water or groundwater discharges from the hydrologic unit where the project is located. Monitoring programs shall include both water quality and ecological monitoring.

Water Quality Monitoring shall provide water quality data adequate to assess compliance with applicable State water quality standards at Hawaii Administrative Rules Chapter 11-54. Assessment procedures shall be in accordance with the current Hawaii Department of Health ("HIDOH") methodology for Clean Water Act Section 305(b) water quality assessment, including use of approved analytical methods and quality control/quality

assurance measures. The water quality data shall be submitted annually to HIDOH for use in the State's Integrated Report of Assessed Waters prepared under Clean Water Act Sections 303(d) and 305(b). If this report lists the receiving waters as impaired and requiring a Total Maximum Daily Load ("TMDL") study, then the monitoring program shall be amended to evaluate land-based pollutants, including: (1) monitoring of surface water and groundwater quality for the pollutants identified as the source of the impairment; and (2) providing estimates of total mass discharge of those pollutants on a daily and annual basis from all sources, including infiltration, injection, and runoff. The results of the land-based pollution water quality monitoring and loading estimate shall be submitted to the HIDOH Environmental Planning Office, TMDL Program.

The ecological monitoring shall include ecological assessment in accordance with the Coral Reef Assessment and Monitoring Program protocols used by the Department of Land and Natural Resources. The initial assessment shall use the full protocol. Subsequent annual assessments can use the Rapid Assessment Techniques. Results shall be reported annually to the Aquatic Resources Division, Department of Land and Natural Resources.

21. That all exterior lighting shall be shielded from adjacent residential properties and near shore waters. Lighting requirements in force at the time of building permit application shall be applied.
22. That Honua'ula Partners, LLC, its successors and permitted assigns, shall pay the Department of Education \$3,000 per dwelling unit upon issuance of each building permit to be used, to the extent possible, for schools serving the Kihei-Makena Community Plan area; provided that, should the State pass legislation imposing school impact fees that apply to Kihei-Makena Project District 9, Honua'ula Partners, LLC, its successors and permitted assigns, shall from that point forward comply with the State requirements, or contribute \$3,000 per dwelling unit, whichever is greater.
23. That Honua'ula Partners, LLC, its successors and permitted assigns, shall fund and construct adequate civil defense measures as determined by the State and County of Maui civil defense agencies.
24. That Honua'ula Partners, LLC, its successors and permitted assigns, shall provide to the County two acres of land with direct access to the Piilani Highway extension for the development of fire control facilities within the village mixed-use sub-district at the time 50 percent of the total unit/lot count has received either a certificate of occupancy or final subdivision approval. The acreage provided shall have roadway and full utility services provided to the parcel.

That Honua'ula Partners, LLC, its successors and permitted assigns, shall contribute \$550,000 to the County for the development of a police station in South Maui, to be paid at the time a contract is entered into for the construction of that police station.

25. That no transient vacation rentals or time shares shall be allowed within Kihei-Makena Project District 9; and further, no special use permit or conditional permit for such accommodations shall be accepted by the Department of Planning.
26. That Honua'ula Partners, LLC, its successors and permitted assigns, shall provide a preservation/mitigation plan pursuant to Chapter 6E, Hawaii Revised Statutes, that has been approved by the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs prior to Project District Phase II approval.
27. That Honua'ula Partners, LLC, its successors and permitted assigns, shall provide the report "Remnant Wiliwili Forest Habitat at Wailea 670, Maui, Hawaii by Lee Altenberg, Ph.D.", along with a preservation/mitigation plan, to the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Corps of Engineers for review and recommendations prior to Project District Phase II approval. The Maui Planning Commission shall consider adoption of the plan prior to Project District Phase II approval.

Such plan shall include a minimum preservation standard as follows: That Honua'ula Partners, LLC, its successors and permitted assigns, shall establish in perpetuity a Conservation Easement (the "Easement"), entitled "Native Plant Preservation Area", for the conservation of native Hawaiian plants and significant cultural sites in Kihei-Makena Project District 9 as shown on the attached map. The Easement shall comprise the portion of the property south of latitude 20°40'15.00"N, excluding any portions that the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Corps of Engineers find do not merit preservation, but shall not be less than 18 acres and shall not exceed 130 acres.

The scope of the Easement shall be set forth in an agreement between Honua'ula Partners, LLC and the County that shall include:

- a. A commitment from Honua'ula Partners, LLC, its successors and permitted assigns, to protect and preserve the Easement for the protection of native Hawaiian plants and significant cultural sites worthy of preservation, restoration, and interpretation for public education and enrichment consistent with a Conservation Plan for the Easement developed by Honua'ula Partners, LLC and approved by the State Department of Land and Natural Resources, the United States Geological

Survey, and the United States Fish and Wildlife Service; and with a Cultural Resource Preservation Plan, which includes the management and maintenance of the Easement, developed by Honua`ula Partners, LLC and approved by the State Department of Land and Natural Resources (collectively, the "Conservation/Preservation Plans").

- b. That Honua`ula Partners, LLC, its successors and permitted assigns, shall agree to confine use of the Easement to activities consistent with the purpose and intent of the Easement.
  - c. That Honua`ula Partners, LLC, its successors and permitted assigns, shall be prohibited from development in the Easement other than erecting fences, enhancing trails, and constructing structures for the maintenance needed for the area, in accordance with the Conservation/Preservation Plans.
  - d. That title to the Easement shall be held by Honua`ula Partners, LLC, its successors and permitted assigns, or conveyed to a land trust that holds other conservation easements. Access to the Easement shall be permitted pursuant to an established schedule specified in the Conservation/Preservation Plans to organizations on Maui dedicated to the preservation of native plants, to help restore and perpetuate native species and to engage in needed research activities. These organizations may enter the Easement at reasonable times for cultural and educational purposes only.
  - e. Honua`ula Partners, LLC, its successors and permitted assigns, shall be allowed to receive all tax benefits allowable under tax laws applicable to the Easement at the time that said Easement is established in Kihei-Makena Project District 9, which will be evidenced by the recordation of the Easement in the Bureau of Conveyances, State of Hawaii.
28. That, prior to the commencement of any construction activity, Honua`ula Partners, LLC, its successors and permitted assigns, shall develop and submit a Transportation Management Plan ("TMP"), to be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation. The purpose of the TMP shall be to reduce traffic generated by construction activity related to the Kaonoulu Light Industrial Subdivision and Kihei-Makena Project District 9, including traffic generated by the improvements to Piilani Highway between Kilohana Drive and Wailea Ike Drive. The TMP shall provide for programs such as park and ride, shuttles, and/or restrictions on worker access to ongoing construction activity during peak hour traffic. Upon approval, project contractors shall implement the TMP during construction activities. Honua`ula Partners, LLC, its successors and permitted assigns, shall submit an annual report to the State Department of Transportation, the County Department of Public Works, the County Department

of Transportation, and the Maui County Council to document the success of the TMP in meeting its benchmarks of reducing traffic during project construction.

That as part of the Project District Phase II application, Honua`ula Partners, LLC, its successors and permitted assigns, shall submit a TMP to reduce the dependency on individual vehicular transportation modes. The TMP shall be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation prior to Project District Phase II approval.

29. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide annual compliance reports to the Department of Planning and the Maui County Council on the status of the project and progress in complying with the conditions imposed, commencing within one year of the effective date of the ordinance.
30. All energy systems for all residential units shall be designed and constructed to meet all applicable ENERGY STAR requirements established by the Climate Protection Division of the United States Environmental Protection Agency in effect at the time of construction. For purposes of this condition, energy systems shall include all hot water systems, roof and attic areas, outside walls, windows, air cooling systems, and heating systems.

All residential units shall be equipped with a primary hot water system at least as energy efficient as a conventional solar panel hot water system, sized to meet at least 80 percent of the hot water demand for the respective units.

All air cooling systems and all heating systems for laundry facilities, swimming pools, and spa areas shall make maximum use of energy-efficient construction and technology.

lu:misc:038aconditions(2-15-08)

20°40'15.00"N

CLUBHOUSE  
(PARK)




20°40'15.00"N

ARCHAEOLOGICAL FACILITY

## Legend

- Existing Native Plants (Field Surveyed)
- \* Canavalia Pubescens (awikawika)
  - Erythrina Sandwicensis (wiliwili)
  - Lipochaeta Rockii (nehe)
- Archaeological Sites (To Be Preserved)

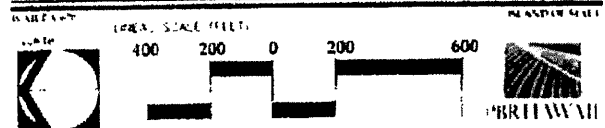
### BOTANICAL HABITAT PRESERVES

	Approx. Area (Acres)
 Native Plant Preservation Area	+/- 18 ac
 Native Plant Management / Enhancement Area	+/- 23 ac
 Interpretive Trail (min 4-foot wide cinder trail with interpretive signs)	+/- 2 ac

TOTAL: +/- 43 ac

NOTE: All areas need to be field located and surveyed to establish appropriate boundaries that relate to the existing topographic and geological features with native plants located. Field adjustments for golf course, roadways and infrastructure will be necessary.  
+ Only 5 out of 96 native plants may not be preserved

## BOTANICAL HABITAT PRESERVATION PLAN



ORDINANCE NO. 3553

BILL NO. 21 (2008)

A BILL FOR AN ORDINANCE  
REPEALING CHAPTER 19.90, MAUI COUNTY CODE, AND  
ESTABLISHING A NEW CHAPTER 19.90A, MAUI COUNTY CODE,  
PERTAINING TO KIHEI-MAKENA PROJECT DISTRICT 9 (WAILEA 670)

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Chapter 19.90, Maui County Code, is repealed in its entirety.

SECTION 2. Title 19, Maui County Code, is amended by adding a new chapter to be appropriately designated and to read as follows:

"Chapter 19.90A

KIHEI-MAKENA PROJECT DISTRICT 9 (WAILEA 670)

Sections:

19.90A.010	Purpose and intent
19.90A.020	Land use sub-districts, and allowable densities and acreage
19.90A.030	General standards of development
19.90A.040	Single-family residential sub-district
19.90A.050	Multi-family residential sub-district
19.90A.060	Recreation and open space/ utility sub-district
19.90A.070	Village mixed-use sub-district

19.90A.010 Purpose and intent. A. The purpose and intent of Kihei-Makena Project District 9 (Wailea 670) at Paeahu, Palauea, Keauhou, Honuaula, District of Makawao, Maui, Hawaii, is to establish permissible land uses and appropriate standards of development for a residential community consisting of single-family and multi-family dwellings complemented with village mixed uses, all integrated with an eighteen-hole golf course and other recreational amenities.

B. The objectives of Kihei-Makena Project District 9 (Wailea 670) are as follows:

1. Provide a mix of single-family and multi-family housing.

2. Emphasize community development with single-family, zero lot line, and multi-family units complemented with village mixed uses primarily serving the residents of the community.

3. Integrate the golf course and recreational amenities with the different uses comprising the project.

4. Integrate bicycle/pedestrian recreation ways into the project's parks, and include buffer zones between residential areas and the Piilani Highway extension corridor.

C. This chapter shall apply to the area designated as Project District 9 (Maui Wailea 670) in the Kihei-Makena community plan, being those certain parcels of land east of Wailea Resort, south of Maui Meadows and north of Seibu Mauka and located at Paeahu, Palauea, Keauhou, Honuaula, District of Makawao, Maui, Hawaii.

19.90A.020 Land use sub-districts, and allowable densities and acreage. A. The land use sub-districts for Kihei-Makena Project District 9 (Wailea 670), and the maximum allowable densities and acreage for each land use sub-district, shall be as follows:

<u>Land Use Sub-district</u>	<u>Densities/Acreage</u>
Single-family residential	An average for the entire single-family residential land use sub-district of 2.5 units per acre or less. Approximately 40 percent of dwelling units shall be single-family.
Multi-family residential	An average for the entire multi-family residential land use sub-district of 10 units per acre or less. Approximately 60 percent of dwelling units shall be multi-family.
Recreation and open space/ utility	350 acres maximum
Village-mixed use	53 acres maximum

B. The number of dwelling units that may be constructed in Kihei-Makena Project District 9 (Wailea 670), together with any associated offsite residential



workforce housing units, shall not exceed one thousand four hundred; provided that, no more than one hundred market rate units per year, cumulatively, commencing from Project District Phase I approval, shall be constructed within the project district, with no limitations on the number of affordable housing units that can be constructed each year. Four hundred fifty affordable units shall be within the project district.

C. The aggregate floor area of all structures for those uses specified in section 19.90A.070.A.1(b) through (w) of this chapter shall not exceed a total floor area of one hundred thousand square feet.

D. The conceptual land use map attached as Exhibit "1" is adopted and is made a part of this section by reference.

19.90A.030 General standards of development. Except as provided in this chapter, Kihei-Makena Project District 9 (Wailea 670) shall be subject to all federal, state and municipal statutes, ordinances, rules, and regulations, and shall be further subject to the following standards:

A. Environment.

1. Existing natural drainage ways shall remain as open spaces and their hardening shall be discouraged, provided that landscaping, walkways, bikeways, roadways, fences, drainage, and minor recreational and other structures, which do not either detract from the natural environment or adversely affect drainage ways and improvements, shall be permitted.

2. The drainage master plan shall incorporate the golf course and open spaces as areas for storm water retention and desilting basins.

3. Grading of the project site shall be encouraged to retain the existing rolling topography and natural drainageways.

4. Traditional native Hawaiian beach and mountain access trails across the property shall be provided, to include the Kanaio Kalama Park Road, as shown on the map attached as Exhibit "2", which is adopted and made a part of this section by reference.

B. Energy efficiency. The requirements of chapter 16.16 of this code shall apply.

C. Infrastructure and public services.

1. Kihei-Makena Project District 9 (Wailea 670) shall not burden government agencies by requiring the provision of major infrastructure improvements or public services.

2. Private, non-dedicable, resort-residential roadway and pedestrian access standards that meet health and safety requirements shall be reviewed for purposes of phase II approval.

3. Roadways shall incorporate landscaped bike/pedestrian ways as part of a comprehensive system of landscape roads and bike/pedestrian ways within the project. A conceptual circulation plan, including, but not limited to design concepts and circulation patterns, shall be reviewed for purposes of phase II approval.

4. Nonpotable water shall be used for golf course irrigation unless otherwise authorized by the council of the County of Maui.

5. A conceptual engineering report for the project, including, but not limited to an identification of pre- and post-development impacts, on- and off-site improvements, and design and systems plans, shall be reviewed for purposes of phase II approval.

6. A conceptual recreational plan identifying the golf course, recreational amenities, and access ways, including, but not limited to locations, integration with bike/pedestrian ways, and design concepts, shall be reviewed for purposes of phase II approval.

D. Design.

1. Each building or structure shall be designed by a licensed architect in conformance with the intent of Kihei-Makena Project District 9 (Wailea 670).

2. Conceptual architectural and landscape architectural plans, including lighting and mechanical plans, shall be reviewed by the Maui County urban design review board for purposes of phase II approval.

3. Conceptual design guidelines shall be reviewed by the Maui County urban design review board for purposes of phase II approval.

4. The height of any structure within the project site shall be measured in accordance with section 19.04.040 of this code.

E. Landscape planting.

1. Comprehensive landscaping shall be provided for all community common areas, including along streets and drainage ways, and in improved open spaces.

2. Landscaping shall be considered an integral element of the project and shall be used for visual screening, shade, definition, and environmental control.

3. Existing native Hawaiian species shall be retained or relocated, to the extent practicable.

4. Use of native Hawaiian species shall be encouraged.

5. A minimum one hundred-foot wide fire buffer area, with a minimum fifty-foot wide landscape buffer area within it, shall be provided between the southern boundary of the Maui Meadows Subdivision and Kihei-Makena Project District 9 (Wailea 670). No structures, except rear and side boundary walls or fences, shall be permitted in the buffer.

6. A minimum twenty-foot wide landscape buffer area shall be provided for single-family and multi-family development adjoining the Piilani Highway extension corridor.

F. Signs. A comprehensive sign program, consistent with chapter 16.12A of this code, as amended, shall be established for all signs within Kihei-Makena Project District 9 (Wailea 670). The comprehensive sign program shall include, but not be limited to, type, number allowable, area, format, conceptual design, color scheme, building materials, lighting, and installation. The sign program shall be reviewed by the Maui County urban design review board.

G. Housing. Kihei-Makena Project District 9 (Wailea 670) shall comply with affordable housing requirements duly adopted by the County of Maui.

**19.90A.040 Single-family residential sub-district.**

A. Permitted uses and structures. The following uses and structures shall be permitted in the single-family residential sub-district:

1. Principal uses and structures:

a. Any use or structure permitted under chapter 19.08 of this code;

b. Minor utility facilities; and

c. Zero lot line residential developments.

2. Accessory uses and structures. Accessory uses and structures located on the same lot and incidental and customarily found in connection with the principal uses, including, but not limited to:

a. Accessory uses and structures permitted in chapter 19.08 of this code;

b. Adult day care homes in which residents of the home provide care for not more than six adults, provided, that such homes shall be approved by appropriate governmental agencies;

c. Antennae and antennae dishes, provided that ground dish antennae shall not exceed ten feet in height, shall be screened by walls, earth berms, and/or landscaping with a minimum height of four feet, and that any roof or wall-mounted antennae shall meet the development standards for maximum height of the single-family residential sub-district and the multi-family sub-district;

d. Garages, private;

e. Greenhouses;

f. Home occupations;

g. Maintenance and storage structures;

h. Off-site non-commercial parking areas for resident and guest parking as approved by the planning director;

i. On-site or off-site real estate sales offices and model home complexes, limited to the sale of units within Kihei-Makena Project District 9 (Wailea 670) and as approved by the planning director;

j. Park equipment, furniture and restroom facilities;

k. Parking lots;

l. Resident recreational uses and structures that perform or offer facilities and services for owners, their tenants and social invitees, which may be located on a separate lot, and as approved by the planning director;

m. Small scale energy systems that are incidental and subordinate to a principal use or structure;

n. Swimming pools; and

o. Other uses and structures that are determined by the planning director as meeting the intent of this section.

3. Special uses.

a. Special uses and structures permitted in chapter 19.08 of this code;

b. Adult day care homes for more than six adults; and

c. Uses and structures that are similar to, and compatible with, the principal uses or structures and which conform to the intent of this chapter may be approved by the Maui planning commission.

B. Development standards. The following development standards shall apply to the uses and structures in the single-family residential sub-district, except that zero lot line residential developments shall

comply with sections 19.09.060 to 19.09.090, inclusive, of this code:

1. Minimum lot area: Seven thousand five hundred square feet.
2. Minimum lot width: Sixty-five feet.
3. Minimum yards:
  - a. Front yard: Fifteen feet;
  - b. Side yard: Six feet for one-story buildings and ten feet for two-story buildings; and
  - c. Rear yard: Ten feet.
4. Maximum height: Thirty feet and two stories, except that vent pipes, fans, chimneys, antennae, and roof-top solar collectors may exceed such height limitation by not more than eight feet.

**19.90A.050 Multi-family residential sub-district.**

A. Permitted uses and structures. The following uses and structures shall be permitted in the multi-family residential sub-district.

1. Principal uses and structures.
  - a. Any use or structure permitted in the single-family residential sub-district;
  - b. Two-family or duplex dwelling units; and
  - c. Multi-family dwelling units.
2. Accessory uses and structures. Accessory uses and structures located on the same lot and incidental and customarily found in connection with the principal uses, including, but not limited to:
  - a. Accessory uses or structures permitted in the single-family residential sub-district; and
  - b. Other uses and structures as determined by the planning director as meeting the intent of this section.
3. Special uses.
  - a. Special uses or structures permitted in the single-family residential sub-district; and
  - b. Uses and structures that are similar to, and compatible with, the principal uses or structures and which conform to the intent of this chapter may be approved by the Maui planning commission.

B. Development standards. The following development standards shall apply to the uses and structures in the multi-family residential sub-district, except that those uses permitted in the single-family residential sub-district shall follow the development standards of the single-family residential sub-district:

1. Minimum lot area: Ten thousand square feet.
2. Minimum lot width: Seventy feet.
3. Minimum yards:
  - a. Front yard: Fifteen feet for one-story and two-story buildings, and twenty feet for three-story and four-story buildings;
  - b. Side yard: Ten feet for one-story and two-story buildings, and fifteen feet for three-story and four-story buildings; and
  - c. Rear yard: Fifteen feet for one-story and two-story buildings, and twenty feet for three-story and four-story buildings.
4. Maximum height: Fifty feet and four stories, except that elevator shafts, air conditioning equipment, vent pipes, fans, antennae, and solar collectors may exceed such height limitation by not more than ten feet.
5. Maximum lot coverage ratio: Thirty-five percent.
6. Maximum floor area-lot area ratio: Ninety percent.

19.90A.060 Recreation and open space/utility sub-district. A. Permitted uses and structures. The following uses and structures shall be permitted in the recreation and open space/utility sub-district:

1. Principal uses and structures.
  - a. Athletic courts and fields;
  - b. Community and recreation centers;
  - c. Drainage, utility, and erosion control systems;
  - d. Golf course and golf driving ranges;
  - e. Greenhouses and nurseries, limited to the propagation of plants;
  - f. Historic buildings, structures, and sites;
  - g. Open land recreation;
  - h. Parks, playgrounds, and landscaped common or open space areas.
  - i. Swimming pools;
  - j. Trails and bike-pedestrian ways;
  - k. Utility facilities, major and minor;
- and
1. Wells and reservoirs.
2. Accessory uses and structures. Accessory uses and structures located on the same lot and incidental and customarily found in connection with the principal uses, including, but not limited to:
  - a. One caretaker's dwelling unit, accessory to the golf course, with a total

gross floor area of not more than one thousand five hundred square feet and as approved by the planning director;

b. Accessory uses and facilities normally associated with golf courses, including, but not limited to, cart barns, equipment, storage and maintenance facilities, instructional and practice courses and facilities, driving ranges, comfort and shelter stations, and other uses determined by the planning director to be accessory or compatible. Appropriate mitigative measures shall be implemented to minimize impacts from noise, lighting, and noxious odors on surrounding land uses, including, but not limited to, landscape screening, noise barriers, insulation, shielded and downward projected light fixtures, and other reasonable and appropriate measures;

c. Comfort and shelter stations;

d. Greenhouses;

e. Maintenance and storage facilities;

f. Off-street parking and loading;

g. Park furniture and equipment; and

h. Other uses and structures as determined by the planning director as meeting the intent of this section.

3. Special uses. Uses and structures that are similar to, and compatible with, the principal uses or structures and which conform to the intent of this chapter may be approved by the Maui planning commission.

B. Development standards. The following development standards shall apply to the uses and structures in the recreation and open space/utility sub-district:

1. Minimum front, side and back yards: Twenty feet.

2. Maximum height: Thirty-five feet.

19.90A.070 Village mixed-use sub-district. The village mixed-use sub-district envisions a community center comprised of a mix of residential, commercial, and recreational and community facilities serving the needs of residents and guests. The intent of the village mixed-use sub-district is to create community identity and character with landmark buildings and a grouping of services within a central core that includes a mix of uses.

A. Permitted uses and structures. The following uses and structures shall be permitted in the village mixed-use sub-district:

1. Principal uses and structures.

- a. Any use or structure permitted in the single-family residential sub-district or the multi-family residential sub-district;
- b. Automobile service stations;
- c. Day care facilities;
- d. Eating and drinking establishments;
- e. Education, general;
- f. Education, specialized;
- g. Eleemosynary organizations;
- h. Food and beverage, retail;
- i. General merchandising;
- j. General office;
- k. Medical center, minor;
- l. Parking area, public; provided the parking lot and/or building shall be appropriately screened in accordance with chapter 19.36 of this code, and exterior lighting shall be shielded from adjacent residential properties;
- m. Personal and business services;
- n. Private clubs or fraternal organizations;
- o. Public facility or public use;
- p. Quasi-public use or quasi-public facility;
- q. Recreation, indoor;
- r. Religious institutions;
- s. Religious, benevolent, and philanthropic societies;
- t. Self storage, provided it is within an enclosed building;
- u. Shopping center;
- v. Utility facilities, minor; and
- w. Other uses and structures as determined by the planning director as meeting the intent of this section.

2. Accessory uses and structures. Accessory uses and structures located on the same lot and incidental and customarily found in connection with the principal uses, including, but not limited to:

- a. Accessory uses or structures permitted in the single-family residential sub-district or the multi-family residential sub-district;
- b. One clubhouse for the golf course with snack bars, restaurants with bars, locker room facilities, weight rooms, pro shops for



the sale and service of equipment and materials used for or relating to golf, tennis or other recreational activities, and other accessory facilities as approved by the planning director;

c. Other uses and structures as determined by the planning director as meeting the intent of this section.

3. Special uses. Uses and structures that are similar to, and compatible with, the principal uses or structures and which conform to the intent of this chapter may be approved by the Maui planning commission.

B. Development standards. The following development standards shall apply to the uses and structures in the village mixed-use sub-district:

1. For those uses and structures permitted in the single-family residential sub-district and incorporated by reference into other districts, the development standards for the single-family residential sub-district shall apply.

2. For those uses and structures permitted in the multi-family residential sub-district and incorporated by reference in other districts, the development standards for the multi-family residential sub-district shall apply.

3. For those uses and structures permitted in the village mixed-use sub-district, but not in the single-family residential sub-district or the multi-family residential sub-district, the following development standards shall apply:

a. Minimum lot area: Six thousand square feet.

b. Minimum lot width: Sixty feet.

c. Minimum yards: No yard setbacks shall be required, except:

i. That required for off-street parking; and

ii. If the lot abuts a lot in the single-family residential sub-district or the multi-family residential sub-district, the side or rear yard setbacks of the abutting district shall apply.

d. Maximum height: Fifty feet or four stories, except that:

i. Elevator shafts, air conditioning equipment, vent pipes, fans, antennae, and solar collectors may exceed

such height limitation by not more than ten feet; and

- ii. The golf clubhouse structure may have a height not to exceed fifty-five feet, subject to design approval by the planning director.

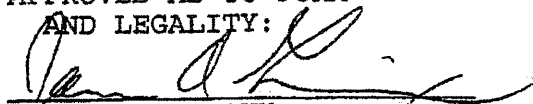
e. Maximum lot coverage ratio: Thirty-five percent.

f. Maximum floor area-lot area ratio: Ninety percent.

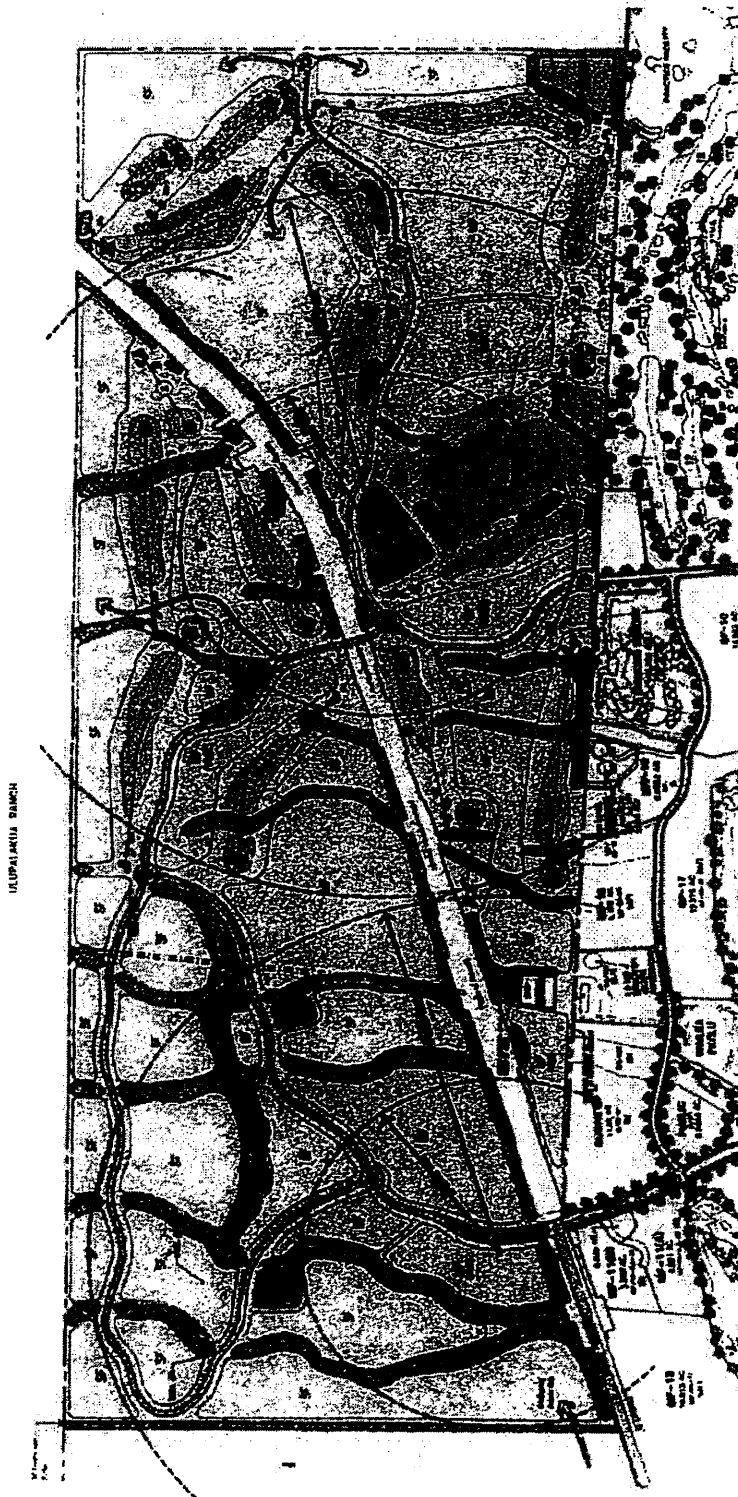
4. A project development plan for the village mixed uses that is consistent with an approved phase II preliminary site plan shall be reviewed and approved by the planning director pursuant to section 19.510.090 of this code."

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

APPROVED AS TO FORM  
AND LEGALITY:

  
JAMES A. GIROUX  
Deputy Corporation Counsel  
County of Maui

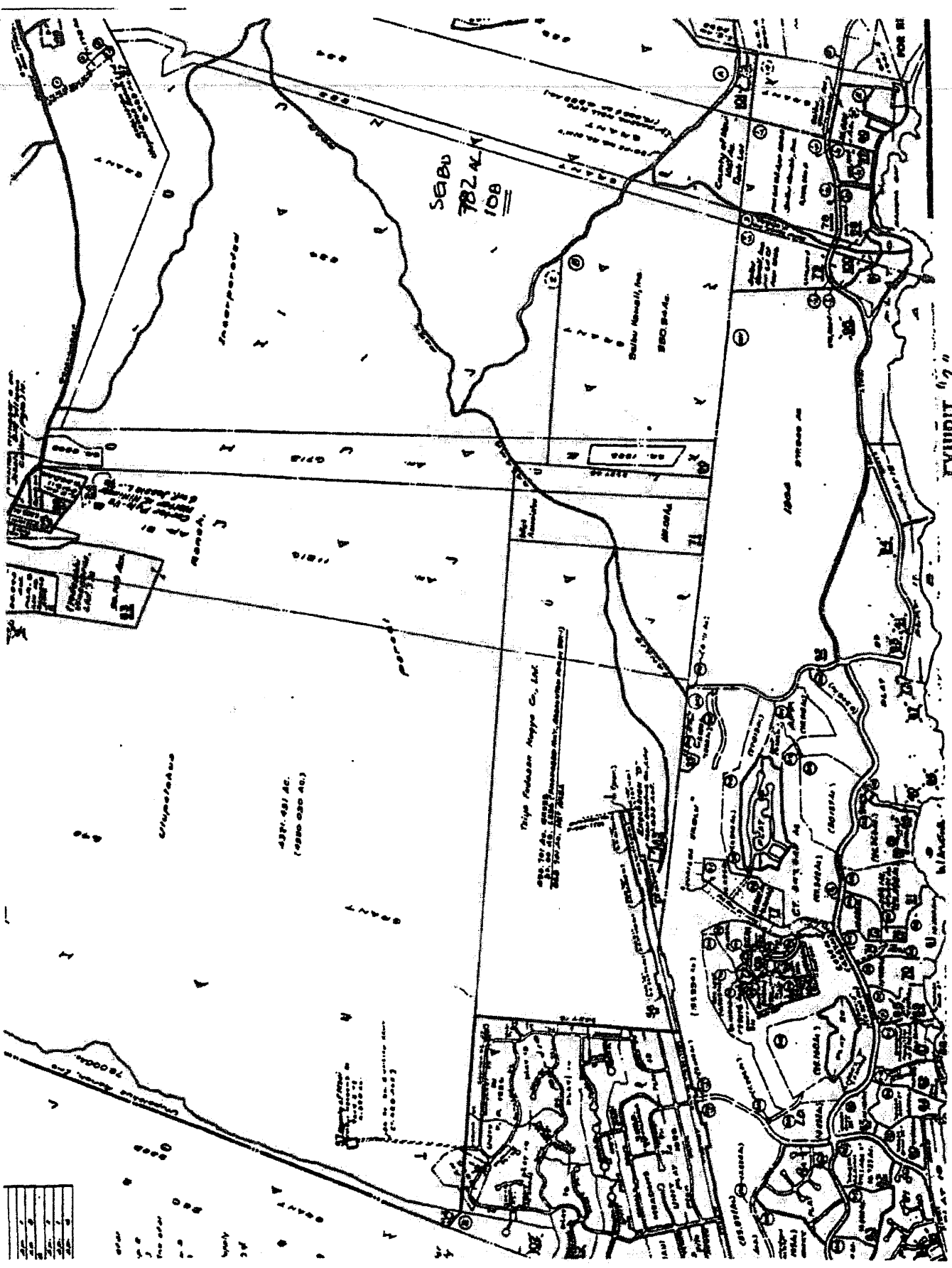
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# Legend

- Residential (VMK - Village Mixed Use, As Noted)
- Clubhouse (Village Mixed Use)
- Maximum Dwelling Units: 1400
- Golf Course
- Parks / Open Space / Landscape Buffers
- Waste Water Treatment Plant
- Bikeways / Walkways

EXHIBIT "1"



1	2	3	4	5	6	7	8	9	10
11	12	13	14	15	16	17	18	19	20
21	22	23	24	25	26	27	28	29	30
31	32	33	34	35	36	37	38	39	40
41	42	43	44	45	46	47	48	49	50
51	52	53	54	55	56	57	58	59	60
61	62	63	64	65	66	67	68	69	70
71	72	73	74	75	76	77	78	79	80
81	82	83	84	85	86	87	88	89	90
91	92	93	94	95	96	97	98	99	100

WE HEREBY CERTIFY that the foregoing BILL NO. 21 (2008)

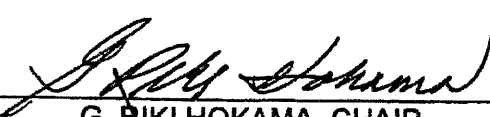
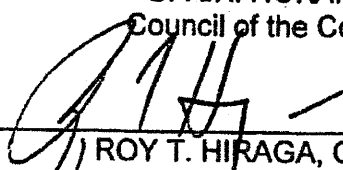
1. Passed FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on the 18th day of March, 2008, by the following vote:

G. Riki HOKAMA Chair	Dennis A. MATEO Vice-Chair	Michelle ANDERSON	Gladys C. BAISA	Jo Anne JOHNSON	William J. MEDEIROS	Michael J. MOLINA	Joseph PONTANILLA	Michael P. VICTORINO
No	Aye	No	Aye	No	No	Aye	Aye	Aye

2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 24th day of March, 2008.

DATED AT WAILUKU, MAUI, HAWAII, this 24th day of March, 2008.

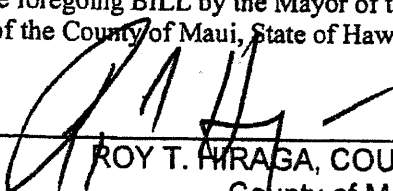
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2008 MAR 24 PM 2:01  
COUNTY OF MAUI

  
\_\_\_\_\_  
G. RIKI HOKAMA, CHAIR  
Council of the County of Maui  
  
\_\_\_\_\_  
ROY T. HIRAGA, COUNTY CLERK  
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 8<sup>th</sup> DAY OF APRIL, 2008.

  
\_\_\_\_\_  
CHARMAINE TAVARES, MAYOR  
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said BILL was designated as ORDINANCE NO. 3553 of the County of Maui, State of Hawaii.

  
\_\_\_\_\_  
ROY T. HIRAGA, COUNTY CLERK  
County of Maui

Passed First Reading on February 8, 2008.  
Effective date of Ordinance April 8, 2008.

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 3553, the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

\_\_\_\_\_  
County Clerk, County of Maui

RECEIVED  
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OFFICE OF THE  
COUNTY CLERK

ORDINANCE NO. 4849

BILL NO. 45 (2018)

A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 3554 (2008),  
ESTABLISHING KIHAI-MAKENA PROJECT DISTRICT 9 (WAILEA 670) ZONING  
(CONDITIONAL ZONING) FOR APPROXIMATELY 670 ACRES SITUATED AT  
PAEAHU, PALAUEA, KEAUHOU, MAUI, HAWAII, BY AMENDING CONDITION 5,  
RELATING TO WORKFORCE HOUSING UNITS

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Pursuant to Chapter 19.510, Maui County Code, Ordinance No. 3554, which became effective April 8, 2008, is hereby amended for those certain parcels of land located at Paeahu, Palauea, Keauhou, Maui, Hawaii, identified for real property tax purposes as tax map keys (2) 2-1-008:056 and (2) 2-1-008:071, comprising approximately 670 acres, and more particularly described in Exhibit "A," attached hereto and made a part hereof.

SECTION 2. Pursuant to Section 19.510.050, Maui County Code, the zoning granted by Ordinance No. 3554 is hereby subject to the Revised Conditions of Zoning set forth in Exhibit "B," which includes a revised Condition 5, attached hereto and made a part hereof, which shall replace all conditions previously imposed. The Unilateral Agreement and Declaration for Conditional Zoning for property situated at Kihei-Makena Project District 9 (Wailea 670), attached hereto and made a part hereof as Exhibit "C," shall supersede that certain Unilateral Agreement and Declaration for Conditional Zoning dated February 18, 2008, and recorded on March 10, 2008, with the Bureau of Conveyances, State of Hawaii, as Document No. 2008-036711.

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

APPROVED AS TO FORM  
AND LEGALITY:


  
DAVID A. GALAZIN  
Deputy Corporation Counsel  
County of Maui  
lu:misc:055abill01

EXHIBIT 13

## EXHIBIT "A"

**DESCRIPTION**  
**TAX MAP KEY:(2) 2-1-008: PARCEL 56**  
**PORTIONS OF ROYAL PATENT GRANT 548 TO J.Y. KANEHOA AND**  
**LAND COMMISSION AWARD-11,216, APANA-21 TO M. KEKAUONOHI**  
**(CERTIFICATE OF BOUNDARIES NO. 66)**

All of that certain parcel of land, being Parcel 56 of Tax Map Key:(2) 2-1-008, being portions of Royal Patent Grant 548 to J.Y. Kanehoa and Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66), situated at Paeahu, Palaeau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the northeast corner of this parcel of land, on the west boundary of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch Inc.), said disc also being the southeast corner of Lot 101 of the Maui Meadows Subdivision - Unit III, File Plan 1236, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

20,066.74 feet North  
9,405.32 feet East

and running by azimuths measured clockwise from true South:

1.    3° 16' 20"            8314.36 feet along said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch Inc.), along the remainders of said Royal Patent Grant 548 to J.Y. Kanehoa and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a found 3 1/4-inch aluminum boundary monument disc on the northerly boundary of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, said disc being the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision and the northeast corner of Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui;
2.    93° 17' 00"            3274.44 feet along said Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, to a point on the easterly boundary of Lot 321-A-1 of Land Court Application 1804;
3.    185° 34' 57"            6784.74 feet along Lots 321-A-1, 315, 460, 657, 308 and 656 of said Land Court Application 1804, along the remainders of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and said

Royal Patent Grant 548 J.Y. Kanehoa to a found ¾-inch pipe on the southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way;

4. 346° 09' 17" 698.94 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
5. 76° 09' 17" 15.60 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
6. 346° 09' 17" 312.75 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
7. 76° 09' 17" 20.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
8. 346° 09' 17" 470.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
9. 256° 09' 17" 25.60 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
10. 346° 09' 17" 250.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
11. 256° 09' 17" 4.40 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
12. 346° 09' 17" 550.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
13. 256° 09' 17" 140.60 feet along the southeasterly end of said Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
14. 166° 09' 17" 100.00 feet along the northeasterly boundary of said Piilani



		Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
15.	256° 09' 17"	20.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
16.	166° 09' 17"	300.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
17.	256° 09' 17"	30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
18.	166° 09' 17"	400.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
19.	76° 09' 17"	30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
20.	166° 09' 17"	300.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
21.	256° 09' 17"	12.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
22.	166° 09' 17"	120.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
23.	76° 09' 17"	22.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
24.	166° 09' 17"	530.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
25.	256° 09' 17"	10.00 feet along said northeasterly boundary of the Piilani

		Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
26.	166° 09' 17"	150.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
27.	256° 09' 17"	10.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
28.	166° 09' 17"	610.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
29.	76° 09' 17"	20.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
30.	166° 09' 17"	390.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
31.	256° 09' 17"	50.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
32.	166° 09' 17"	150.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
33.	76° 09' 17"	30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
34.	166° 09' 17"	200.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
35.	76° 09' 17"	40.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
36.	166° 09' 17"	599.49 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the

remainder of said Royal Patent Grant 548 J.Y. Kanehoa same to a found 3 1/4-inch aluminum boundary monument at the southwest corner of Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022;

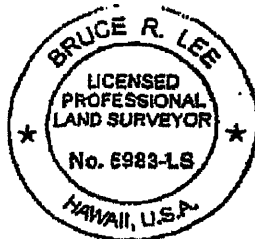
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along Lots 91 to 95 of the Maui Meadows Subdivision - Unit II, File Plan 1107, along Lots 121, 120, 119, 118, 117, 116, 115, 114, 113, 111, 110, 109, 103, 102 and 101 of said Maui Meadows Subdivision - Unit III, File Plan 1236, along the remainder of said Royal Patent Grant 548 to J.Y. Kanehoa to the point of beginning and containing a Gross Area of 588.067 Acres, Less Exclusion "D" (1.033 Acres) and Less Portion Highway Exclusion (18.676 Acres), Leaving a Net Area of 568.358 Acres, more or less.

SUBJECT, HOWEVER to a restriction of vehicle access rights along the entire length of courses 4 to 12 inclusive, 14 to 27 inclusive, the first 432.00 feet and the last 48.00 feet of course 28 and the entire length of courses 29 to 36, inclusive.

EXCEPTING AND EXCLUDING there from Exclusion "D" (1.033 Acres) as recorded in Liber 11770 at Pages 306 and 307; and a Portion of the Highway Exclusion (Future Piilani Highway) as recorded in Liber 11770 at Pages 308 to 317.

Prepared by:

**NEWCOMER-LEE**  
**LAND SURVEYORS, INC.,** a Hawai'i Corporation



This description was prepared from a survey on the ground performed by me or under my supervision.

*Bruce R. Lee* 04/08

**BRUCE R. LEE**  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

10-17-07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Parcel 36

**DESCRIPTION**  
**TAX MAP KEY:(2) 2-1-008: PARCEL 71**  
**PORTION OF LAND PATENT 8213, LAND COMMISSION**  
**AWARD 6715 TO HOOMANAWANUI**

All of that certain parcel of land, being Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, situated at Keauhou, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the southwest corner of this parcel of land, on the easterly boundary of Lot 321-A-1 of Land Court Application 1804, said disc also being the northwest corner of Lot B of the Makena Mauka Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

10,639.15 feet North  
5,533.22 feet East

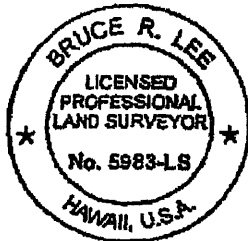
and running by azimuths measured clockwise from true South:

1. 185° 34' 57"      1320.59 feet along said Lot 321-A-1 of Land Court Application 1804, along the remainder Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a 1/4-inch pipe at the southwest corner of Parcel 56 of Tax Map Key:(2) 2-1-008, said pipe being on the southerly boundary of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
2. 273° 17' 00"      3274.44 feet along said Parcel 56 of Tax Map Key:(2) 2-1-008, along said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a 1/4-inch pipe at the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision, said pipe also being the southwest corner of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.);
3. 3° 16' 20"      1319.53 feet along said Lot 1 of the Ulupalakua-Seibu Subdivision and along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a found 3 1/4-inch aluminum boundary monument disc;
4. 93° 17' 00"      3327.67 feet along said Lot 1 of the Ulupalakua-Seibu Subdivision, along said Lot B of the Makena Mauka Lots, along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to the point of beginning and containing an area of 99.996 Acres, more or less.

Page 1 of 2

Prepared by:

**NEWCOMER-LEE**  
**LAND SURVEYORS, INC.,** a Hawai'i Corporation



10/17/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Parcel 71

This description was prepared from a  
survey on the ground performed by me or  
under my supervision.

*Bruce R. Lee* *exp 04/08*  
\_\_\_\_\_  
BRUCE R. LEE  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

**DESCRIPTION  
PORTION OF HIGHWAY EXCLUSION  
LIBER 11770, PAGE 308 TO 317  
(FUTURE PIILANI HIGHWAY)  
KALAMA PARK TO PIILANI HIGHWAY, F.A.P. NO. F-031-1(2)  
[PORTION OF TAX MAP KEY:(2) 2-1-008: PARCEL 56]**

All of that certain parcel of land, being a Portion of the Highway Exclusion as recorded in Liber 11770 at Pages 308 to 316 (Future Piilani Highway), being a portion of Parcel 56 of Tax Map Key:(2) 2-1-008, also being a portion of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeahu, Palaneau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the southeast corner of this parcel of land, on the north boundary of Land Patent 8213, Land Commission Award 6715 to Hoomanawamui, said disc also being the southwest corner of Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.), the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision and the northeast corner of Parcel 71 of Tax Map Key: (2) 2-1-008, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

11,765.93 feet North  
8,930.74 feet East

and running by azimuths measured clockwise from true South:

- |    |              |        |   |
|----|--------------|--------|---|
| 1. | 93° 17' 00"  | 1.65   | feet along said Parcel 71 of said Tax Map Key:(2) 2-1-008, along said Land Patent 8213, Land Commission Award 6715 to Hoomanawamui;   |
| 2. | 139° 52' 33" | 277.77 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66); |
| 3. | 49° 52' 33"  | 10.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66); |
| 4. | 139° 52' 33" | 450.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66); |

5. 229° 52' 33" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
6. 139° 52' 33" 400.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
7. 49° 52' 33" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
8. 139° 52' 33" 133.92 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3080.07 feet, the chord azimuth and distance being:

9. 142° 25' 00.1" 273.09 feet;
10. 54° 57' 27.2" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3100.07 feet, the chord azimuth and distance being:

11. 145° 26' 06.1" 51.67 feet;
12. 235° 54' 45" 30.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3070.07 feet, the chord azimuth and distance being:

13. 147° 20' 41.5" 153.48 feet;

14. 238° 46' 38" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3060.07 feet, the chord azimuth and distance being:

15. 151° 09' 52.1" 254.92 feet;

16. 63° 33' 06.2" 110.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3170.07 feet, the chord azimuth and distance being:

17. 154° 59' 02.7" 158.48 feet;

18. 246° 24' 59.2" 90.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008, said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and said Royal Patent Grant 548 to J.Y. Kanehoa on the arc of a curve to the right, concave northeasterly with a radius of 3080.07 feet, the chord azimuth and distance being:

19. 160° 42' 48.7" 461.57 feet;

20. 75° 00' 38.2" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

Page 3 of 10



Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa on the arc of a curve to the right, concave northeasterly with a radius of 3100.07 feet, the chord azimuth and distance being:

- |     |                |        |   |
|-----|----------------|--------|---|
| 21. | 165° 34' 57.6" | 61.90  | feet,   |
| 22. | 166° 09' 17"   | 390.09 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 23. | 256° 09' 17"   | 20.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 24. | 166° 09' 17"   | 100.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 25. | 256° 09' 17"   | 20.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 26. | 166° 09' 17"   | 150.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 27. | 76° 09' 17"    | 20.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 28. | 166° 09' 17"   | 250.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 29. | 256° 09' 17"   | 20.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 30. | 166° 09' 17"   | 250.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 31. | 76° 09' 17"    | 20.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |

32. 166° 09' 17" 400.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
33. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
34. 166° 09' 17" 350.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
35. 76° 09' 17" 15.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
36. 166° 09' 17" 100.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
37. 76° 09' 17" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
38. 166° 09' 17" 250.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
39. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
40. 166° 09' 17" 350.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa to a point on the south boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way;
41. 256° 09' 17" 130.00 feet along said southeast boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way;
42. 346° 09' 17" 50.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

- |     |              |        |   |
|-----|--------------|--------|---|
| 43. | 256° 09' 17" | 10.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 44. | 346° 09' 17" | 150.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 45. | 76° 09' 17"  | 15.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 46. | 346° 09' 17" | 300.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 47. | 256° 09' 17" | 40.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 48. | 346° 09' 17" | 100.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 49. | 76° 09' 17"  | 40.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 50. | 346° 09' 17" | 530.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 51. | 256° 09' 17" | 20.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 52. | 346° 09' 17" | 770.00 | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |
| 53. | 76° 09' 17"  | 10.00  | feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa; |

54. 346° 09' 17" 500.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
55. 256° 09' 17" 60.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
56. 346° 09' 17" 50.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
57. 76° 09' 17" 60.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
58. 346° 09' 17" 140.09 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008, said Royal Patent Grant 548 to J.Y. Kanehoa and along the remainder of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66), on the arc of a curve to the left, concave northeasterly with a radius of 2930.07 feet, the chord azimuth and distance being:

59. 343° 40' 22.3" 253.76 feet;
60. 251° 11' 27.6" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

61. 337° 36' 36.3" 364.76 feet;
62. 244° 01' 45" 80.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the

arc of a curve to the left, concave north-easterly with a radius of 2840.07 feet, the chord azimuth and distance being:

63. 333° 18' 46.8" 71.00 feet;

64. 242° 35' 48.6" 70.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2770.07 feet, the chord azimuth and distance being:

65. 331° 24' 11.5" 115.41 feet;

66. 60° 12' 34.4" 150.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

67. 327° 57' 55.9" 228.67 feet;

68. 235° 43' 17.4" 130.00 feet along the remainders of said Parcel 56 of Tax Map - Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2790.07 feet, the chord azimuth and distance being:

69. 325° 14' 38.6" 46.50 feet;

70. 54° 45' 59.8" 130.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

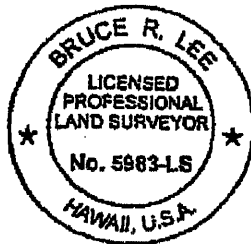
Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

71. 322° 19' 16.4" 249.18 feet;
72. 229° 52' 33" 30.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
73. 319° 52' 33" 133.92 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
74. 49° 52' 33" 40.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
75. 319° 52' 33" 982.11 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a ¾-inch pipe on the west boundary of said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.);
76. 3° 16' 20" 202.03 feet along said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.), along the remainder of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to the point of beginning and containing an area of 18.676 Acres, more or less.

SUBJECT, HOWEVER to proposed restriction of abuttee's rights of vehicle access, appurtenant to the remainder of the land of which the above-described parcel of land is a part, into and from Piilani Highway, Kalama Park to Piilani Highway, Federal Aid Project No. F-031-1(2), over and across the entire length of courses 1 to 8 inclusive, the first 43.84 feet and the last 149.34 feet of course 9, the entire length of courses 10 to 31 inclusive, the first 334.94 feet of course 32, the entire length of course 33, the last 295.06 feet of course 34, the entire length of courses 35 to 40 inclusive and 42 to 49 inclusive, the first 395.06 feet and the last 14.94 feet of course 50, the entire length of courses 51 to 75 inclusive of the above described Highway Exclusion.

Prepared by:

**NEWCOMER-LEE**  
**LAND SURVEYORS, INC.,** a Hawai'i Corporation



10/17/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Highway Exclusion

This description was prepared from a  
survey on the ground performed by me or  
under my supervision.

*Bruce R. Lee* 04/08  
\_\_\_\_\_  
BRUCE R. LEE

Licensed Professional Land  
Surveyor Certificate No. 5983-LS

**DESCRIPTION  
EXCLUSION "D"  
(MAUI ELECTRIC COMPANY, LIMITED SUBSTATION LOT)  
TAX MAP KEY:(2) 2-1-008: PARCEL 43**

All of that certain parcel of land, being Parcel 43 of Tax Map Key:(2) 2-1-008 (Maui Electric Company, Limited Substation Lot), being a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeahu, Palaeau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at the northwest corner of this parcel of land, said point being 0° 28' 25" 1390.88 feet from a (found) ¾-inch pipe on the southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, said pipe also being the northeast corner of Lot 656 as shown on Map 84 of Land Court Application 1804, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

17,314.59 feet North  
6,311.37 feet East

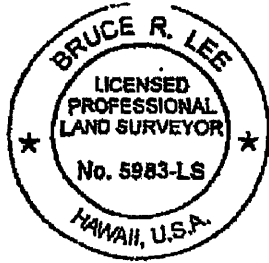
and running by azimuths measured clockwise from true South:

- |                 |        |  |
|-----------------|--------|--|
| 1. 283° 39' 37" | 207.05 | feet along Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;  |
| 2. 5° 34' 57"   | 205.00 | feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;   |
| 3. 95° 34' 57"  | 205.00 | feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;   |
| 4. 185° 34' 57" | 234.09 | feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa to the point of beginning and containing an Area of 1.033 Acres, more or less. |

Prepared by:

**NEWCOMER-LEE  
LAND SURVEYORS, INC., a Hawai'i Corporation**





11/15/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Exclusion "D" MECo Substation

This description was prepared by me or  
under my supervision.

*Bruce R. Lee* 04/08

BRUCE R. LEE  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

## EXHIBIT "B"

### REVISED CONDITIONS OF ZONING

1. That Honua`ula Partners, LLC, its successors and permitted assigns, shall, at their own cost and expense, develop, maintain, and operate, or cause to be developed, maintained, and operated, a private water source, storage facilities, and transmission lines for the Wailea 670 project in accordance with Department of Water Supply standards and all applicable community plans. Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with all reporting requirements of the State Commission on Water Resource Management.

In addition, Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with applicable water ordinances that pertain to the supply and transmission of water from the island of Maui when such ordinances are enacted.

At the time the project water system is completed, Honua`ula Partners, LLC, its successors and permitted assigns, shall offer to the County the right to purchase the project water system at the cost of development of such system.

The water rates for the residential workforce housing units shall be no higher than the general water consumer rates set by the County in its annual budget, for as long as the units are subject to Chapter 2.96, Maui County Code.

2. That Honua`ula Partners, LLC, its successors and permitted assigns, shall implement the following traffic improvements:
  - a. Upgrade Piilani Highway, from Kilohana Drive to Wailea Ike Drive, to four lanes of traffic. The improvements shall be completed prior to the commencement of any construction on the site, with the exception of grading.
  - b. Extend Piilani Highway for two lanes of traffic from Wailea Ike Drive to Kaukahi Street. The improvement shall be constructed at or prior to the completion of 50 percent of the project. Said improvement shall be maintained by Honua`ula Partners, LLC, its successors and permitted assigns.
  - c. Signalize the Piilani Highway/Okolani Drive/Mikioi Place intersection and provide an exclusive left-turn lane on Okolani

Drive prior to occupancy of the first unit in Kihei-Makena Project District 9.

- d. Modify the Piilani Highway/Wailea Ike Drive intersection into a signalized intersection and provide a free right-turn lane from Piilani Highway to Wailea Ike Drive and a second right-turn lane from Wailea Ike Drive to northbound Piilani Highway prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - e. Modify the Wailea Alanui/Wailea Ike Drive intersection to add a signalized double right-turn movement from northbound to eastbound turning traffic and provide two left-turn lanes for southbound traffic from Wailea Ike Drive prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - f. Modify the Piilani Highway/Kilohana Drive/Mapu Place intersection to provide an exclusive left-turn lane, and the southbound Piilani Highway approach to provide an exclusive right-turn lane into Mapu Place prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - g. Signalize the Wailea Ike Drive/Kalai Waa Street intersection in coordination with Wailea Resort and Makena Resort when warranted.
  - h. Signalize the Wailea Alanui/Kaukahi Drive/Kaukahi Street intersection in coordination with Wailea Resort and Makena Resort when warranted.
3. That, as represented, Honua`ula Partners, LLC, its successors and permitted assigns, shall make a contribution to the County for traffic improvements in an amount equal to \$5,000 per unit. The contribution shall be paid to the County prior to issuance of a building permit. Upon adoption of a traffic impact fee ordinance, Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with the ordinance in lieu of this voluntary contribution. Should a traffic impact fee ordinance be adopted prior to the collection of this contribution, the applicable amount shall be the greater of the two. Such contributions or fees shall not be a substitute for any other traffic infrastructure requirements related to the Change in Zoning.
4. That Honua`ula Partners, LLC, its successors and permitted assigns, shall be responsible for all required infrastructural improvements for the project, including water source and system improvements for potable and nonpotable use and fire protection, drainage improvements, traffic-related improvements, wastewater system improvements and utility

upgrades, as determined by the appropriate governmental agencies and public utility companies. Except as otherwise provided by more specific conditions of zoning, said improvements shall be constructed and implemented concurrently with the development of each phase of Kihei-Makena Project District 9, and shall be completed prior to issuance of any certificate of occupancy or final subdivision approval, unless improvements are bonded by Honua`ula Partners, LLC, its successors and permitted assigns. Honua`ula Partners, LLC shall execute appropriate agreements with governmental agencies regarding participation in improvements of infrastructure and public facilities as determined by the agencies.

5. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide workforce housing in accordance with Chapter 2.96, Maui County Code (the "Residential Workforce Housing Policy"); provided that, 250 of the required workforce housing units shall be located either within Project District No. 9/Wailea 670 or at the Kaonoulu Light Industrial Subdivision, or a combination of those locations, as determined by Honua`ula Partners, LLC, its successors and permitted assigns, and provided that each workforce housing unit shall have a certificate of occupancy [and completed] prior to the sale of any market-rate unit, and further provided that 125 of those workforce housing units shall be ownership units, and that 125 of those units shall be rental units. [In addition, construction of those workforce housing units shall be commenced within two years, provided all necessary permits can be obtained within that timeframe.] In the event that the 250 workforce housing units, or any portion thereof, are constructed at the Kaonoulu Light Industrial Subdivision, then Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a minimum two-acre park at the Kaonoulu Light Industrial Subdivision, which shall be credited toward the requirements of Section 18.16.320, Maui County Code, for that subdivision.
6. That a Drainage Master Plan and Phasing Plan of improvements shall be submitted for review and approval during Project District Phase II processing. Said plan shall include the recommended drainage improvements as represented in the Preliminary Drainage Report. The County may require periodic updates of the Drainage Master Plan and Phasing Plan.
7. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare an animal management plan that shall be submitted during Project District Phase II processing and approved by the Department of Land and Natural Resources prior to submittal of Project District Phase III processing. Said plan shall include procedures for the management of animal intrusions including, but not limited to,

construction of boundary or perimeter fencing, wildlife control permits, and rodent and feral cat control. Honua`ula Partners, LLC, its successors and permitted assigns, shall implement the approved animal management plan. The Department of Land and Natural Resources may require periodic updates of the plan.

8. That Honua`ula Partners, LLC, its successors and permitted assigns, shall inform owners within Kihei-Makena Project District 9 that the area is subject to the intrusion of mammals such as axis deer, pigs, and rodents, and the impacts and management plan associated with such intrusions.
9. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare an assessment of the owl (Pueo or Hawaiian Short-eared Owl) and the Hawaiian Hoary Bat in coordination with the Department of Land and Natural Resources, and, if appropriate, mitigative measures shall be incorporated into Kihei-Makena Project District 9. Said assessment shall be prepared prior to submittal of Project District Phase II processing.
10. That, in lieu of the dedication of a Little League Field and related amenities as originally specified in Ordinance No. 2171 (1992), Exhibit "B", Condition No. 8, and based on current land and construction cost estimates for the Little League Field, not less than \$5,000,000 shall be paid to the County upon Project District Phase II approval for the development of the South Maui Community Park. Said amount shall not be credited against future park assessments.
11. That Honua`ula Partners, LLC is proposing to develop 6 acres of private parks and 84 acres of open space within the development. Said private parks shall be open to the public and privately maintained. Furthermore, said private parks and open space shall not be used to satisfy the park assessment requirements under Section 18.16.320, Maui County Code, or for future credits under said subdivision ordinance. The Director of Parks and Recreation and Honua`ula Partners, LLC agree that the park assessment shall be satisfied with an in-lieu cash contribution for the entire project. The amounts and timing of payment of said in-lieu fees shall be subject to the provisions of Section 18.16.320, Maui County Code.
12. That, as represented by Honua`ula Partners, LLC, the golf course shall be subject to the following conditions:
  - a. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit one nonprofit organization per quarter of the calendar year, other than Maui Junior Golf Association ("Maui Junior Golf"),

the use of the golf course and the clubhouse for a fund-raising activity upon terms mutually agreed upon with said nonprofit organization.

- b. Honua`ula Partners, LLC, its successors and permitted assigns, shall: (1) develop an organized instructional program for junior golfers at its facility from September to January each year; (2) permit Maui Junior Golf the use of the golf course in accordance with Honua`ula Partners, LLC's instructional program; and (3) sponsor one Maui Junior Golf fund-raising tournament per year. The terms of the Junior Golf Program by Honua`ula Partners, LLC shall be as follows:

The instructional program will be developed to teach youngsters ages 12 to 18 years of age the fundamentals of golf and how to play the game, while also providing quality instruction/training three days a week from September 1 through January 31, with some blackout dates. This program will support the overall efforts of Maui Junior Golf.

Private lessons will also be available at a discounted rate of 50 percent of the regular rate based on two lessons per junior golfer for a maximum of 50 lessons per month from February through August on a space-available basis.

For the annual fund-raising event for the Maui Junior Golf, the rate per player shall be 50 percent of the regular rate with the number of golfers limited to no more than 144 players per event.

- c. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit the Maui Interscholastic League ("MIL") and the Hawaii High School Athletic Association ("HHSAA") to each use the golf course once per year for an official MIL golf tournament or an official HHSAA golf tournament if requested by the MIL or the HHSAA, or for regular season play-offs if requested by the MIL.
  - d. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit Maui residents to play at the golf course on Tuesday of each week. The charge for Maui residents for green fees, including golf cart rental fees, shall not exceed 40 percent of the average market rate for green fees and golf cart rental fees in South Maui, and shall exclude all membership fees.
13. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare a Cultural Resources Preservation Plan ("CRPP"), in consultation with: Na Kupuna O Maui; lineal descendents of the area;

other Native Hawaiian groups; the Maui County Cultural Resources Commission; the Maui/Lanai Island Burial Council; the Office of Hawaiian Affairs; the State Historic Preservation Division, Department of Land and Natural Resources; the Maui County Council; Na Ala Hele; and all other interested parties. Prior to initiating this consultation process, Honua`ula Partners, LLC, its successors and permitted assigns, shall publish a single public notice in a Maui newspaper and a State-wide newspaper that are published weekly. The CRPP shall consider access to specific sites to be preserved, the manner and method of preservation of sites, the appropriate protocol for visitation to cultural sites, and recognition of public access in accordance with the Constitution of the State of Hawaii, the Hawaii Revised Statutes, and other laws, in Kihei-Makena Project District 9.

Upon completion of the CRPP, Honua`ula Partners, LLC, its successors and permitted assigns, shall submit the plan to the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs for review and recommendations prior to Project District Phase II approval. Upon receipt of the above agencies' comments and recommendations, the CRPP shall be forwarded to the Maui County Cultural Resources Commission for its review and adoption prior to Project District Phase II approval.

14. That a nonpotable water supply system shall be utilized for all irrigation purposes.
15. That, during construction, all dust control shall utilize nonpotable water or effluent, which may be obtained from the Kihei Wastewater Reclamation Facility when available.
16. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a Sewage Disposal Analysis that has been reviewed and commented on by the State Department of Health, the State Department of Land and Natural Resources, the County Department of Environmental Management, and the County Department of Water Supply prior to Project District Phase II approval. The Sewage Disposal Analysis, along with reviews and comments, shall be submitted to the Maui County Council for review and the project shall be subject to additional conditions or amendments by the Maui County Council if warranted by the Sewage Disposal Analysis.
17. That Honua`ula Partners, LLC, its successors and permitted assigns, shall construct, maintain, and/or participate in the operation of a private wastewater treatment facility and system that accommodate the needs of the entire Kihei-Makena Project District 9. All reclaimed water from the private wastewater treatment facility shall be utilized for irrigation, dust

control, or other nonpotable purposes, and none of the reclaimed water shall be placed into injection wells.

The sewer rates for the residential workforce housing units shall be no higher than the residential sewer rates set by the County in its annual budget, for as long as the units are subject to Chapter 2.96, Maui County Code.

18. That Honua`ula Partners, LLC, its successors and permitted assigns, shall address in their Project District Phase II application the following:
  - a. Condition 1 of the Department of Health's "Twelve Conditions Applicable To All New Golf Course Development" ("12 Conditions") relating to an approved sampling plan, establishment of the baseline groundwater/vadose zone water quality, and if appropriate, nearshore water quality, has been met to the satisfaction of the Director of Health;
  - b. Conditions 2 and 3 of the Department of Health's "12 Conditions" relating to groundwater monitoring have been satisfied by the Director of Health;
  - c. Condition 4 relating to the preliminary proposal of the individual treatment system meets the requirements of the Department of Health, and final design shall be approved at the time of Project District Phase III;
  - d. Condition 5 of the Department of Health's "12 Conditions" relating to use of effluent has been satisfied;
  - e. Condition 6 of the Department of Health's "12 Conditions" relating to golf carts and storage of petroleum has been addressed and incorporated in the design and layout of the buildings;
  - f. Conditions 7, 8, and 11 of the Department of Health's "12 Conditions" relating to fertilizers, biocides, and pesticides and the Integrated Golf Course Management Plan have been reviewed, and comments from the Department of Agriculture and the Department of Health have been incorporated in the design and layout of the golf courses;
  - g. Condition 9 of the Department of Health's "12 Conditions" relating to noise from maintenance facilities has been addressed through the location and design of the maintenance activities and facilities;



- h. Condition 10 of the Department of Health's "12 Conditions" and the County Department of Environmental Management's concerns and recommendations relating to solid waste disposal management activities and facilities are identified and designed;
  - i. Condition 12 of the Department of Health's "12 Conditions" relating to soil runoff during construction and concerns of the State Department of Transportation; the County Department of Public Works; the State Department of Health; and the Natural Resources Conservation Service of the United States Department of Agriculture relating to drainage are addressed and incorporated in the design and layout of the plans, and a preliminary erosion control and drainage report is included in the application;
  - j. Confirmation from Maui Electric Company, Ltd. ("MECO") that the proposal to relocate and/or landscape MECO facilities is incorporated in the application and site plan; and
  - k. Roadway improvements to the satisfaction of the State Department of Transportation and the County Department of Public Works and proposed agreements are incorporated in the application and site plan and finalized as part of Project District Phase II approval.
19. That Honua`ula Partners, LLC, its successors and permitted assigns, shall execute appropriate agreements with the State of Hawaii and County of Maui agencies regarding participation in improvements of infrastructure and public facilities where such improvements are reasonably related to Honua`ula Partners, LLC 's project.
20. That marine monitoring programs shall be conducted which include monitoring and assessment of coastal water resources (groundwater and surface water) that receive surface water or groundwater discharges from the hydrologic unit where the project is located. Monitoring programs shall include both water quality and ecological monitoring.

Water Quality Monitoring shall provide water quality data adequate to assess compliance with applicable State water quality standards at Hawaii Administrative Rules Chapter 11-54. Assessment procedures shall be in accordance with the current Hawaii Department of Health ("HIDOH") methodology for Clean Water Act Section 305(b) water quality assessment, including use of approved analytical methods and quality control/quality assurance measures. The water quality data shall be submitted annually to HIDOH for use in the State's Integrated Report of Assessed Waters prepared under Clean Water Act Sections 303(d) and 305(b). If this report lists the receiving waters as impaired and requiring a Total Maximum Daily Load ("TMDL") study, then the monitoring

program shall be amended to evaluate land-based pollutants, including: (1) monitoring of surface water and groundwater quality for the pollutants identified as the source of the impairment; and (2) providing estimates of total mass discharge of those pollutants on a daily and annual basis from all sources, including infiltration, injection, and runoff. The results of the land-based pollution water quality monitoring and loading estimate shall be submitted to the HDOH Environmental Planning Office, TMDL Program.

The ecological monitoring shall include ecological assessment in accordance with the Coral Reef Assessment and Monitoring Program protocols used by the Department of Land and Natural Resources. The initial assessment shall use the full protocol. Subsequent annual assessments can use the Rapid Assessment Techniques. Results shall be reported annually to the Aquatic Resources Division, Department of Land and Natural Resources.

21. That all exterior lighting shall be shielded from adjacent residential properties and near shore waters. Lighting requirements in force at the time of building permit application shall be applied.
22. That Honua`ula Partners, LLC, its successors and permitted assigns, shall pay the Department of Education \$3,000 per dwelling unit upon issuance of each building permit to be used, to the extent possible, for schools serving the Kihei-Makena Community Plan area; provided that, should the State pass legislation imposing school impact fees that apply to Kihei-Makena Project District 9, Honua`ula Partners, LLC, its successors and permitted assigns, shall from that point forward comply with the State requirements, or contribute \$3,000 per dwelling unit, whichever is greater.
23. That Honua`ula Partners, LLC, its successors and permitted assigns, shall fund and construct adequate civil defense measures as determined by the State and County of Maui civil defense agencies.
24. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide to the County two acres of land with direct access to the Piilani Highway extension for the development of fire control facilities within the village mixed-use sub-district at the time 50 percent of the total unit/lot count has received either a certificate of occupancy or final subdivision approval. The acreage provided shall have roadway and full utility services provided to the parcel.

That Honua`ula Partners, LLC, its successors and permitted assigns, shall contribute \$550,000 to the County for the development of a police

station in South Maui, to be paid at the time a contract is entered into for the construction of that police station.

25. That no transient vacation rentals or time shares shall be allowed within Kihei-Makena Project District 9; and further, no special use permit or conditional permit for such accommodations shall be accepted by the Department of Planning.
26. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a preservation/mitigation plan pursuant to Chapter 6E, Hawaii Revised Statutes, that has been approved by the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs prior to Project District Phase II approval.
27. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide the report "Remnant Wiliwili Forest Habitat at Wailea 670, Maui, Hawaii by Lee Altenberg, Ph.D.", along with a preservation/mitigation plan, to the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Corps of Engineers for review and recommendations prior to Project District Phase II approval. The Maui Planning Commission shall consider adoption of the plan prior to Project District Phase II approval.

Such plan shall include a minimum preservation standard as follows: That Honua`ula Partners, LLC, its successors and permitted assigns, shall establish in perpetuity a Conservation Easement (the "Easement"), entitled "Native Plant Preservation Area", for the conservation of native Hawaiian plants and significant cultural sites in Kihei-Makena Project District 9 as shown on the attached map. The Easement shall comprise the portion of the property south of latitude 20°40'15.00"N, excluding any portions that the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Corps of Engineers find do not merit preservation, but shall not be less than 18 acres and shall not exceed 130 acres.

The scope of the Easement shall be set forth in an agreement between Honua`ula Partners, LLC and the County that shall include:

- a. A commitment from Honua`ula Partners, LLC, its successors and permitted assigns, to protect and preserve the Easement for the protection of native Hawaiian plants and significant cultural sites worthy of preservation, restoration, and interpretation for public education and enrichment consistent with a Conservation Plan for the Easement developed by Honua`ula Partners, LLC and approved by the State Department of Land and Natural Resources, the

United States Geological Survey, and the United States Fish and Wildlife Service; and with a Cultural Resource Preservation Plan, which includes the management and maintenance of the Easement, developed by Honua`ula Partners, LLC and approved by the State Department of Land and Natural Resources (collectively, the "Conservation/Preservation Plans").

- b. That Honua`ula Partners, LLC, its successors and permitted assigns, shall agree to confine use of the Easement to activities consistent with the purpose and intent of the Easement.
  - c. That Honua`ula Partners, LLC, its successors and permitted assigns, shall be prohibited from development in the Easement other than erecting fences, enhancing trails, and constructing structures for the maintenance needed for the area, in accordance with the Conservation/Preservation Plans.
  - d. That title to the Easement shall be held by Honua`ula Partners, LLC, its successors and permitted assigns, or conveyed to a land trust that holds other conservation easements. Access to the Easement shall be permitted pursuant to an established schedule specified in the Conservation/Preservation Plans to organizations on Maui dedicated to the preservation of native plants, to help restore and perpetuate native species and to engage in needed research activities. These organizations may enter the Easement at reasonable times for cultural and educational purposes only.
  - e. Honua`ula Partners, LLC, its successors and permitted assigns, shall be allowed to receive all tax benefits allowable under tax laws applicable to the Easement at the time that said Easement is established in Kihei-Makena Project District 9, which will be evidenced by the recordation of the Easement in the Bureau of Conveyances, State of Hawaii.
28. That, prior to the commencement of any construction activity, Honua`ula Partners, LLC, its successors and permitted assigns, shall develop and submit a Transportation Management Plan ("TMP"), to be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation. The purpose of the TMP shall be to reduce traffic generated by construction activity related to the Kaonoulu Light Industrial Subdivision and Kihei-Makena Project District 9, including traffic generated by the improvements to Piilani Highway between Kilohana Drive and Wailea Ike Drive. The TMP shall provide for programs such as park and ride, shuttles, and/or restrictions on worker access to ongoing construction activity during peak hour traffic. Upon

approval, project contractors shall implement the TMP during construction activities. Honua`ula Partners, LLC, its successors and permitted assigns, shall submit an annual report to the State Department of Transportation, the County Department of Public Works, the County Department of Transportation, and the Maui County Council to document the success of the TMP in meeting its benchmarks of reducing traffic during project construction.

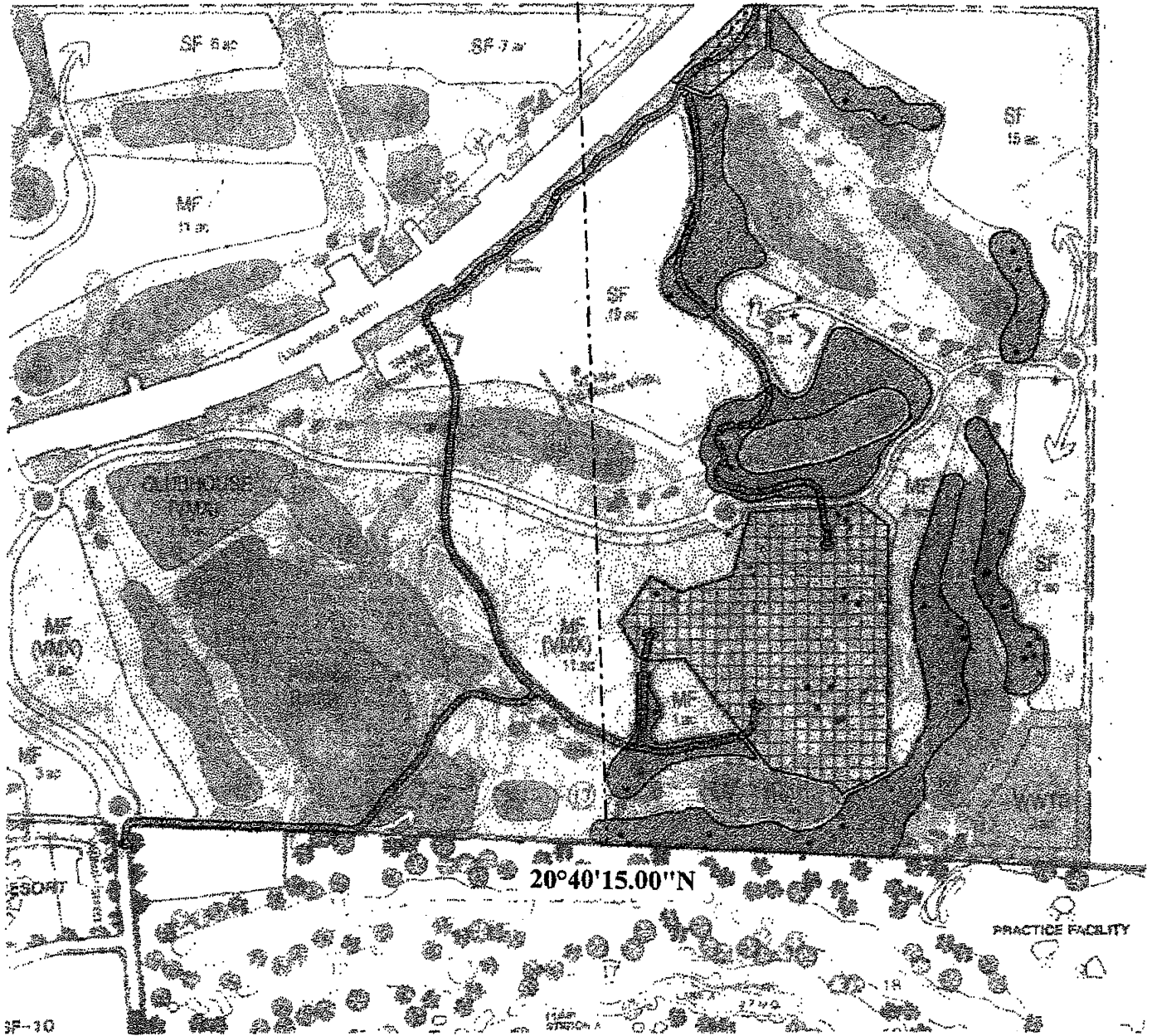
That as part of the Project District Phase II application, Honua`ula Partners, LLC, its successors and permitted assigns, shall submit a TMP to reduce the dependency on individual vehicular transportation modes. The TMP shall be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation prior to Project District Phase II approval.

29. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide annual compliance reports to the Department of Planning and the Maui County Council on the status of the project and progress in complying with the conditions imposed, commencing within one year of the effective date of the ordinance.
30. All energy systems for all residential units shall be designed and constructed to meet all applicable ENERGY STAR requirements established by the Climate Protection Division of the United States Environmental Protection Agency in effect at the time of construction. For purposes of this condition, energy systems shall include all hot water systems, roof and attic areas, outside walls, windows, air cooling systems, and heating systems.

All residential units shall be equipped with a primary hot water system at least as energy efficient as a conventional solar panel hot water system, sized to meet at least 80 percent of the hot water demand for the respective units.

All air cooling systems and all heating systems for laundry facilities, swimming pools, and spa areas shall make maximum use of energy-efficient construction and technology.

20°40'15.00"N






## Legend

### Existing Native Plants (Field Surveyed)

- Canavalia Pubescens (awikiwiki)
- Erythrina Sandwicensis (wiliwili)
- Lipochaeta Rockii (nehe)

### Archaeological Sites (To Be Preserved)

### BOTANICAL HABITAT PRESERVES

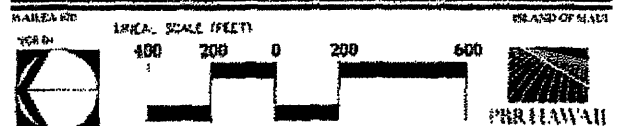
	Approx. Area (Acres)
 Native Plant Preservation Area	+/- 18 ac
 Native Plant Management / Enhancement Area	+/- 23 ac
 Interpretive Trail (min. 4-foot wide cinder trail with interpretive signs)	+/- 2 ac

TOTAL: +/- 43 ac

NOTE: All areas need to be field located and surveyed to establish appropriate boundaries that relate to the existing topographic and geological features with native plants located. Field adjustments for golf course, roadways and infrastructure will be necessary.

⊕ Only 5 out of 96 native plants may not be preserved.

## BOTANICAL HABITAT PRESERVATION PLAN



THE ORIGINAL OF THE DOCUMENT

RECEIVED BY DEPT. OF LAND & NATURAL RESOURCES  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DOCUMENT NO.

DATE - TIME

Doc A-66890577

April 25, 2018 8:02 AM

LAND COURT SYSTEM

REGULAR SYSTEM

Return By Mail ( X ) Pickup ( ) : To:  
Office of the County Clerk  
County of Maui  
200 South High Street  
Wailuku, Hawai'i 96793

Total Number of Pages: 38

Affects Tax Map Key (Maui) (2) 2-1-008:056 and 071

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

THIS INDENTURE, made this \_\_\_\_ day of \_\_\_\_\_, 2018, hereinafter referred to as "DECLARATION" or "UNILATERAL AGREEMENT", by HONUA`ULA PARTNERS, LLC, a Delaware limited liability company whose principal place of business is located in Wailea, Maui, Hawaii, and whose mailing address is 1999 AVENUE OF THE STARS STE 2850, LOS ANGELES, CALIFORNIA 90067, UNITED STATES, hereinafter referred to as "DECLARANT", and who is the owner of that certain parcel located at Wailea, Maui, Hawai'i, comprised of approximately 669.387 acres, and identified for real property tax purposes by Tax Map Key (2) 2-1-008:056 and 071, hereinafter referred to as "PROPERTY".

WITNESSETH:

WHEREAS, by Ordinance No. 3554, the Council of the County of Maui, State of Hawaii, hereinafter referred to as "Council", established Kihei-Makena Project District 9 (Wailea 670) zoning for the Property; and

EXHIBIT "C"

WHEREAS, in and under that certain UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING, dated February 18, 2008, and recorded on March 10, 2008, with the Bureau of Conveyances, State of Hawaii as Document 2008-036711, HONUA`ULA PARTNERS, LLC agreed to develop the Property, in conformance with certain conditions of zoning; and

WHEREAS, the Council is considering revising the conditions of zoning for the Property, comprised of approximately 669.387 acres, which is more particularly described in Exhibit "1", which is attached hereto and made a part hereof; and

WHEREAS, the Council recommends through its Land Use Committee, Committee Report No. 18-77, that revised conditions of zoning be approved for passage on first reading, pursuant to Section 19.510.050, Maui County Code; and

WHEREAS, the Declarant has agreed to certain conditions of zoning and to execute this instrument pursuant to the conditional zoning provisions of Section 19.510.050, Maui County Code;

NOW, THEREFORE, the Declarant makes the following Declaration:

1. That this Declaration is made pursuant to the provisions of Section 19.510.050, Maui County Code, relating to conditional zoning;
2. That until written release by the County of Maui, the Property, and all parts thereof, is and shall be held subject to the covenants, conditions and restrictions which shall be effective as to and shall run with the land as to the Property, from and after the recording of this Declaration with the Bureau of Conveyances or the Land Court of the State of Hawai'i, without the execution, delivery or recordation of any further deed, instrument, document, agreement, declaration, covenant or the like with respect thereto by the Declarant, the County of Maui, or any heir, devisee, executor, administrator, personal representative, successor, and assign; that the acquisition of any right, title or interest in or with respect to the Property by any person or persons, entity or entities, whomsoever, shall be deemed to constitute the acceptance of all of the covenants, conditions and restrictions of this Declaration by such person or persons, entity or entities; and that upon any transfer of



any right, title or interest in or with respect to the Property the same shall be subject to, and the transferee shall assume and be bound and obligated to observe and perform all of the covenants, conditions and restrictions of this Declaration;

3. That this Declaration and all of the covenants, conditions and restrictions contained herein shall continue to be effective as to and run with the land in perpetuity, or until the Declarant notifies the appropriate County Department that any of said covenants, conditions and restrictions are satisfied by the Declarant, and the appropriate County Department verifies the satisfaction and provides a written release of the covenant, condition or restriction;

4. That the term "Declarant" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine, or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include the "Declarant", the Declarant's heirs, devisees, executors, administrators, personal representatives, successors, and assigns;

5. That the Declaration shall become fully effective on the effective date of the zoning ordinance approving the revised conditions of zoning and this Declaration shall be recorded in the Bureau of Conveyances or Land Court of the State of Hawai'i;

6. That the Declarant agrees to develop said Property in conformance with the revised conditions set forth in Exhibit "2", which is attached hereto and made a part hereof and which shall be made a part of the zoning ordinance, which revised conditions shall replace all conditions previously imposed;

7. That the revised conditions imposed are reasonable and rationally relate to the objective of preserving the public health, safety and general welfare and such conditions fulfill the need for the public service demands created by the proposed use;

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that until released in writing by the County, the revised conditions imposed in this Declaration shall run with the land identified hereinabove and shall bind and constitute notice to all subsequent owners, lessees, grantees, assignees, mortgagees, lienors and any other persons who claim an interest in said land, and the County of Maui shall have the right to enforce this Declaration by appropriate action at law or suit in equity

against all such persons, provided that the Declarant or its successors and assigns may at any time file a petition for the removal of the conditions and terminate this Unilateral Agreement, such petition to be processed in the same manner as petitions for change in zoning. This Unilateral Agreement shall supersede the 2008 Unilateral Agreement.

This Declaration may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same Declaration.

Each person signing this Unilateral Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Unilateral Agreement. Each party represents and warrants to the other that the execution and delivery of this Unilateral Agreement and the performance of such party's obligations hereunder have been duly authorized and that this Unilateral Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

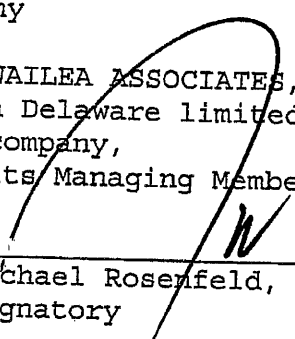
[SIGNATURE PAGES FOLLOW]

IN WITNESS WHEREOF, the undersigned has executed this Declaration the day and year first above written.


DECLARANT:

HONUA'ULA PARTNERS, LLC,  
a Delaware limited liability  
company

By: WAILEA ASSOCIATES, LLC,  
a Delaware limited liability  
company,  
its Managing Member

By:   
Michael Rosenfeld, Authorized  
Signatory

APPROVED AS TO FORM AND LEGALITY:

  
DAVID GALAZIN  
Deputy Corporation Counsel  
County of Maui

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Los Angeles )

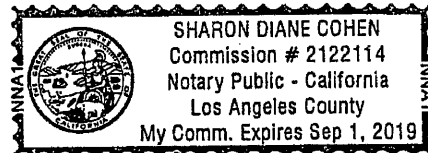
On April 4, 2018 before me,  
Sharon Diane Cohen, Notary Public (here insert name and title of the officer),  
personally appeared Michael Rosenfeld

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature Sharon D. Cohen (Seal)



## Exhibit 1

### DESCRIPTION

**TAX MAP KEY:(2) 2-1-008: PARCEL 56  
PORTIONS OF ROYAL PATENT GRANT 548 TO J.Y. KANEHOA AND  
LAND COMMISSION AWARD 11,216, APANA 21 TO M. KEKAUONOHI  
(CERTIFICATE OF BOUNDARIES NO. 66)**

All of that certain parcel of land, being Parcel 56 of Tax Map Key:(2) 2-1-008, being portions of Royal Patent Grant 548 to J.Y. Kanehoa and Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66), situated at Pacahu, Palaeau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the northeast corner of this parcel of land, on the west boundary of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Uhupalakua Ranch Inc.), said disc also being the southeast corner of Lot 101 of the Maui Meadows Subdivision - Unit III, File Plan 1236, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

20,066.74 feet North  
9,405.32 feet East

and running by azimuths measured clockwise from true South:

1. 3° 16' 20" 8314.36 feet along said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Uhupalakua Ranch Inc.), along the remainders of said Royal Patent Grant 548 to J.Y. Kanehoa and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a found 3 1/4-inch aluminum boundary monument disc on the northerly boundary of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, said disc being the northwest corner of Lot 1 of the Uhupalakua-Seibu Subdivision and the northeast corner of Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui;
2. 93° 17' 00" 3274.44 feet along said Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, to a point on the easterly boundary of Lot 321-A-1 of Land Court Application 1804;
3. 185° 34' 57" 6784.74 feet along Lots 321-A-1, 315, 460, 657, 308 and 656 of said Land Court Application 1804, along the remainders of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and said

Royal Patent Grant 548 J.Y. Kanehoa to a found ¾-inch pipe on the southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way;

4. 346° 09' 17" 698.94 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
5. 76° 09' 17" 15.60 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
6. 346° 09' 17" 312.75 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
7. 76° 09' 17" 20.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
8. 346° 09' 17" 470.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
9. 256° 09' 17" 25.60 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
10. 346° 09' 17" 250.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
11. 256° 09' 17" 4.40 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
12. 346° 09' 17" 550.00 feet along said southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
13. 256° 09' 17" 140.60 feet along the southeasterly end of said Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
14. 166° 09' 17" 100.00 feet along the northeasterly boundary of said Piilani

- Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
15. 256° 09' 17" 20.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  16. 166° 09' 17" 300.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  17. 256° 09' 17" 30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  18. 166° 09' 17" 400.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  19. 76° 09' 17" 30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  20. 166° 09' 17" 300.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  21. 256° 09' 17" 12.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  22. 166° 09' 17" 120.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  23. 76° 09' 17" 22.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  24. 166° 09' 17" 530.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  25. 256° 09' 17" 10.00 feet along said northeasterly boundary of the Piilani

- Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
26. 166° 09' 17" 150.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  27. 256° 09' 17" 10.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  28. 166° 09' 17" 610.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  29. 76° 09' 17" 20.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  30. 166° 09' 17" 390.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  31. 256° 09' 17" 50.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  32. 166° 09' 17" 150.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  33. 76° 09' 17" 30.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  34. 166° 09' 17" 200.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  35. 76° 09' 17" 40.00 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
  36. 166° 09' 17" 599.49 feet along said northeasterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, along the



remainder of said Royal Patent Grant 548 J.Y. Kanehoa same to a found 3 1/4-inch aluminum boundary monument at the southwest corner of Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022;

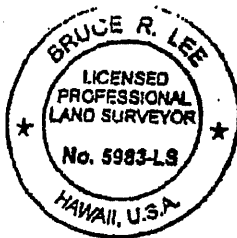
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along Lots 91 to 95 of the Maui Meadows Subdivision - Unit II, File Plan 1107, along Lots 121, 120, 119, 118, 117, 116, 115, 114, 113, 111, 110, 109, 103, 102 and 101 of said Maui Meadows Subdivision - Unit III, File Plan 1236, along the remainder of said Royal Patent Grant 548 to J.Y. Kanehoa to the point of beginning and containing a Gross Area of 588.067 Acres, Less Exclusion "D" (1.033 Acres) and Less Portion Highway Exclusion (18.676 Acres), Leaving a Net Area of 568.358 Acres, more or less.

**SUBJECT, HOWEVER** to a restriction of vehicle access rights along the entire length of courses 4 to 12 inclusive, 14 to 27 inclusive, the first 432.00 feet and the last 48.00 feet of course 28 and the entire length of courses 29 to 36, inclusive.

**EXCEPTING AND EXCLUDING** there from Exclusion "D" (1.033 Acres) as recorded in Liber 11770 at Pages 306 and 307; and a Portion of the Highway Exclusion (Future Piilani Highway) as recorded in Liber 11770 at Pages 308 to 317.

Prepared by:

**NEWCOMER-LEE  
LAND SURVEYORS, INC., a Hawai'i Corporation**



10-17-07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Parcel 36

This description was prepared from a survey on the ground performed by me or under my supervision.

*Bruce R. Lee* 04/08  
BRUCE R. LEE  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

**DESCRIPTION**  
**TAX MAP KEY:(2) 2-1-008: PARCEL 71**  
**PORTION OF LAND PATENT 8213, LAND COMMISSION**  
**AWARD 6715 TO HOOMANAWANUI**

All of that certain parcel of land, being Parcel 71 of Tax Map Key:(2) 2-1-008, being a portion Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, situated at Keanehou, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the southwest corner of this parcel of land, on the easterly boundary of Lot 321-A-1 of Land Court Application 1804, said disc also being the northwest corner of Lot B of the Makena Mauka Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

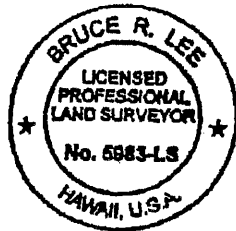
10,639.15 feet North  
5,533.22 feet East

and running by azimuths measured clockwise from true South:

1. 185° 34' 57" 1320.59 feet along said Lot 321-A-1 of Land Court Application 1804, along the remainder Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a 1/4-inch pipe at the southwest corner of Parcel 56 of Tax Map Key:(2) 2-1-008, said pipe being on the southerly boundary of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
2. 273° 17' 00" 3274.44 feet along said Parcel 56 of Tax Map Key:(2) 2-1-008, along said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a 1/4-inch pipe at the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision, said pipe also being the southwest corner of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.);
3. 3° 16' 20" 1319.53 feet along said Lot 1 of the Ulupalakua-Seibu Subdivision and along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a found 3 1/4-inch aluminum boundary monument disc;
4. 93° 17' 00" 3327.67 feet along said Lot 1 of the Ulupalakua-Seibu Subdivision, along said Lot B of the Makena Mauka Lots, along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to the point of beginning and containing an area of 99.996 Acres, more or less.

Prepared by:

**NEWCOMER-LEE**  
**LAND SURVEYORS, INC.,** a Hawai'i Corporation



10/17/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Parcel 71

This description was prepared from a  
survey on the ground performed by me or  
under my supervision.

*Bruce R. Lee* exp. 04/08

**BRUCE R. LEE**  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

**DESCRIPTION  
EXCLUSION "D"  
(MAUI ELECTRIC COMPANY, LIMITED SUBSTATION LOT)  
TAX MAP KEY: (2) 2-1-008: PARCEL 43**

All of that certain parcel of land, being Parcel 43 of Tax Map Key: (2) 2-1-008 (Maui Electric Company, Limited Substation Lot), being a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeehu, Palaneau, Honnauia, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at the northwest corner of this parcel of land, said point being  $0^{\circ} 28' 25''$  1390.88 feet from a (found)  $\frac{1}{4}$ -inch pipe on the southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, said pipe also being the northeast corner of Lot 656 as shown on Map 84 of Land Court Application 1804, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

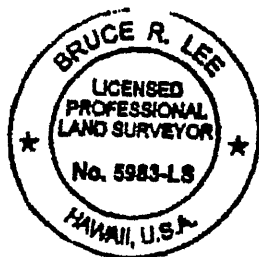
17,314.59 feet North  
6,311.37 feet East

and running by azimuths measured clockwise from true South:

1.  $283^{\circ} 39' 37''$  207.05 feet along Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
2.  $5^{\circ} 34' 57''$  205.00 feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
3.  $95^{\circ} 34' 57''$  205.00 feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;
4.  $185^{\circ} 34' 57''$  234.09 feet along said Parcel 56 of Tax Map Key: (2) 2-1-0-08, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa to the point of beginning and containing an Area of 1.033 Acres, more or less.

Prepared by:

**NEWCOMER-LEE  
LAND SURVEYORS, INC., a Hawai'i Corporation**



11/15/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Exclusion "D" MDCs Substation

This description was prepared by me or  
under my supervision.

*Bruce R. Lee* *sep 04/08*

BRUCE R. LEE  
Licensed Professional Land  
Surveyor Certificate No. 5983-LS

**DESCRIPTION  
PORTION OF HIGHWAY EXCLUSION  
LIBER 11770, PAGE 308 TO 317  
(FUTURE PIILANI HIGHWAY)  
KALAMA PARK TO PIILANI HIGHWAY, F.A.P. NO. F-831-1(2)  
[PORTION OF TAX MAP KEY:(2) 2-1-008: PARCEL 56]**

All of that certain parcel of land, being a Portion of the Highway Exclusion as recorded in Liber 11770 at Pages 308 to 316 (Future Piilani Highway), being a portion of Parcel 56 of Tax Map Key:(2) 2-1-008, also being a portion of Land Commission Award 11,216, Apans 21 to M. Kekuaonohi (Certificate of Boundaries No. 66) and a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeehu, Palaneau, Hoonaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the southeast corner of this parcel of land, on the north boundary of Land Patent 8213, Land Commission Award 6715 to Hoomanawanui, said disc also being the southwest corner of Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.), the northwest corner of Lot 1 of the Ulupalakua-Seibu Subdivision and the northeast corner of Parcel 71 of Tax Map Key: (2) 2-1-008, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

11,765.93 feet North  
8,930.74 feet East

and running by azimuths measured clockwise from true South:

- |                 |  |
|-----------------|--|
| 1. 93° 17' 00"  | 1.65 feet along said Parcel 71 of said Tax Map Key:(2) 2-1-008, along said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui;   |
| 2. 139° 52' 33" | 277.77 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apans 21 to M. Kekuaonohi (Certificate of Boundaries No. 66); |
| 3. 49° 52' 33"  | 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apans 21 to M. Kekuaonohi (Certificate of Boundaries No. 66);  |
| 4. 139° 52' 33" | 450.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apans 21 to M. Kekuaonohi (Certificate of Boundaries No. 66); |

5. 229° 52' 33"

20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

6. 139° 52' 33"

400.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

7. 49° 52' 33"

20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

8. 139° 52' 33"

133.92 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3080.07 feet, the chord azimuth and distance being:

9. 142° 25' 00.1"

273.09 feet;

10. 54° 57' 27.2"

20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3100.07 feet, the chord azimuth and distance being:

11. 145° 26' 06.1"

51.67 feet;

12. 235° 54' 45"

30.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3070.07 feet, the chord azimuth and distance being:

13. 147° 20' 41.5" 153.48 feet;

14. 238° 46' 38" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3060.07 feet, the chord azimuth and distance being:

15. 151° 09' 52.1" 254.92 feet;

16. 63° 33' 06.2" 110.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the right, concave northeasterly with a radius of 3170.07 feet, the chord azimuth and distance being:

17. 154° 59' 02.7" 158.48 feet;

18. 246° 24' 59.2" 90.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008, said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and said Royal Patent Grant 548 to J.Y. Kanehoa on the arc of a curve to the right, concave northeasterly with a radius of 3080.07 feet, the chord azimuth and distance being:

19. 160° 42' 48.7" 461.57 feet;

20. 75° 00' 38.2" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;



Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe on the arc of a curve to the right, concave northeasterly with a radius of 3100.07 feet, the chord azimuth and distance being:

21. 165° 34' 57.6" 61.90 feet;
22. 166° 09' 17" 390.09 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
23. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
24. 166° 09' 17" 100.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
25. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
26. 166° 09' 17" 150.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
27. 76° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
28. 166° 09' 17" 250.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
29. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
30. 166° 09' 17" 250.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;
31. 76° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoe;

32. 166° 09' 17" 400.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
33. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
34. 166° 09' 17" 350.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
35. 76° 09' 17" 15.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
36. 166° 09' 17" 100.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
37. 76° 09' 17" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
38. 166° 09' 17" 250.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
39. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
40. 166° 09' 17" 350.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa to a point on the south boundary of the Pillani Highway, F.A.P. No. F-031-1(2) right-of-way;
41. 256° 09' 17" 130.00 feet along said southeast boundary of the Pillani Highway, F.A.P. No. F-031-1(2) right-of-way;
42. 346° 09' 17" 50.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

43. 256° 09' 17" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
44. 346° 09' 17" 150.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
45. 76° 09' 17" 15.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
46. 346° 09' 17" 300.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
47. 256° 09' 17" 40.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
48. 346° 09' 17" 100.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
49. 76° 09' 17" 40.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
50. 346° 09' 17" 530.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
51. 256° 09' 17" 20.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
52. 346° 09' 17" 770.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
53. 76° 09' 17" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

54. 346° 09' 17" 500.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
55. 256° 09' 17" 60.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
56. 346° 09' 17" 50.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
57. 76° 09' 17" 60.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;
58. 346° 09' 17" 140.09 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoa;

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008, said Royal Patent Grant 548 to J.Y. Kanehoa and along the remainder of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66), on the arc of a curve to the left, concave northeasterly with a radius of 2930.07 feet, the chord azimuth and distance being:

59. 343° 40' 22.3" 253.76 feet;
60. 251° 11' 27.6" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

61. 337° 36' 36.3" 364.76 feet;
62. 244° 01' 45" 80.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the

arc of a curve to the left, concave north-easterly with a radius of 2840.07 feet, the chord azimuth and distance being:

63. 333° 18' 46.8" 71.00 feet;

64. 242° 35' 48.6" 70.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2770.07 feet, the chord azimuth and distance being:

65. 331° 24' 11.5" 115.41 feet;

66. 60° 12' 34.4" 150.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

67. 327° 57' 55.9" 228.67 feet;

68. 235° 43' 17.4" 130.00 feet along the remainders of said Parcel 56 of Tax Map - Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2790.07 feet, the chord azimuth and distance being:

69. 325° 14' 38.6" 46.50 feet;

70. 54° 45' 59.8" 130.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);

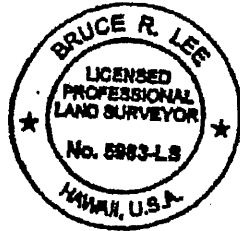
Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apapa 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

71. 322° 19' 16.4" 249.18 feet;
72. 229° 52' 33" 30.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apapa 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
73. 319° 52' 33" 133.92 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apapa 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
74. 49° 52' 33" 40.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apapa 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
75. 319° 52' 33" 982.11 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apapa 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a 1/4-inch pipe on the west boundary of said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Uhupalakua Ranch, Inc.);
76. 3° 16' 20" 202.03 feet along said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Uhupalakua Ranch, Inc.), along the remainder of said Land Commission Award 11,216, Apapa 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to the point of beginning and containing an area of 18.676 Acres, more or less.

**SUBJECT, HOWEVER** to proposed restriction of abutter's rights of vehicle access, appurtenant to the remainder of the land of which the above-described parcel of land is a part, into and from Piilani Highway, Kalama Park to Piilani Highway, Federal Aid Project No. F-031-1(2), over and across the entire length of courses 1 to 8 inclusive, the first 43.84 feet and the last 149.34 feet of course 9, the entire length of courses 10 to 31 inclusive, the first 334.94 feet of course 32, the entire length of course 33, the last 295.06 feet of course 34, the entire length of courses 35 to 40 inclusive and 42 to 49 inclusive, the first 395.06 feet and the last 14.94 feet of course 50, the entire length of courses 51 to 75 inclusive of the above described Highway Exclusion.

Prepared by:

**NEWCOMER-LEE**  
**LAND SURVEYORS, INC., a Hawai'i Corporation**



10/17/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Highway Exclusion

This description was prepared from a  
survey on the ground performed by me or  
under my supervision.

*Bruce R. Lee* 04/08  
BRUCE R. LEE

Licensed Professional Land  
Surveyor Certificate No. 5983-LS

## EXHIBIT "2"

### REVISED CONDITIONS OF ZONING

1. That Honua`ula Partners, LLC, its successors and permitted assigns, shall, at their own cost and expense, develop, maintain, and operate, or cause to be developed, maintained, and operated, a private water source, storage facilities, and transmission lines for the Wailea 670 project in accordance with Department of Water Supply standards and all applicable community plans. Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with all reporting requirements of the State Commission on Water Resource Management.

In addition, Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with applicable water ordinances that pertain to the supply and transmission of water from the island of Maui when such ordinances are enacted.

At the time the project water system is completed, Honua`ula Partners, LLC, its successors and permitted assigns, shall offer to the County the right to purchase the project water system at the cost of development of such system.

The water rates for the residential workforce housing units shall be no higher than the general water consumer rates set by the County in its annual budget, for as long as the units are subject to Chapter 2.96, Maui County Code.

2. That Honua`ula Partners, LLC, its successors and permitted assigns, shall implement the following traffic improvements:
  - a. Upgrade Piilani Highway, from Kilohana Drive to Wailea Ike Drive, to four lanes of traffic. The improvements shall be completed prior to the commencement of any construction on the site, with the exception of grading.
  - b. Extend Piilani Highway for two lanes of traffic from Wailea Ike Drive to Kaukahi Street. The improvement shall be constructed at or prior to the completion of 50 percent of the project. Said improvement shall be maintained by Honua`ula Partners, LLC, its successors and permitted assigns.
  - c. Signalize the Piilani Highway/Okolani Drive/Mikioi Place intersection and provide an exclusive left-turn lane on Okolani



Drive prior to occupancy of the first unit in Kihei-Makena Project District 9.

- d. Modify the Piilani Highway/Wailea Ike Drive intersection into a signalized intersection and provide a free right-turn lane from Piilani Highway to Wailea Ike Drive and a second right-turn lane from Wailea Ike Drive to northbound Piilani Highway prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - e. Modify the Wailea Alanui/Wailea Ike Drive intersection to add a signalized double right-turn movement from northbound to eastbound turning traffic and provide two left-turn lanes for southbound traffic from Wailea Ike Drive prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - f. Modify the Piilani Highway/Kilohana Drive/Mapu Place intersection to provide an exclusive left-turn lane, and the southbound Piilani Highway approach to provide an exclusive right-turn lane into Mapu Place prior to occupancy of the first unit in Kihei-Makena Project District 9.
  - g. Signalize the Wailea Ike Drive/Kalai Waa Street intersection in coordination with Wailea Resort and Makena Resort when warranted.
  - h. Signalize the Wailea Alanui/Kaukahi Drive/Kaukahi Street intersection in coordination with Wailea Resort and Makena Resort when warranted.
3. That, as represented, Honua`ula Partners, LLC, its successors and permitted assigns, shall make a contribution to the County for traffic improvements in an amount equal to \$5,000 per unit. The contribution shall be paid to the County prior to issuance of a building permit. Upon adoption of a traffic impact fee ordinance, Honua`ula Partners, LLC, its successors and permitted assigns, shall comply with the ordinance in lieu of this voluntary contribution. Should a traffic impact fee ordinance be adopted prior to the collection of this contribution, the applicable amount shall be the greater of the two. Such contributions or fees shall not be a substitute for any other traffic infrastructure requirements related to the Change in Zoning.
4. That Honua`ula Partners, LLC, its successors and permitted assigns, shall be responsible for all required infrastructural improvements for the project, including water source and system improvements for potable and nonpotable use and fire protection, drainage improvements, traffic-related improvements, wastewater system improvements and utility

upgrades, as determined by the appropriate governmental agencies and public utility companies. Except as otherwise provided by more specific conditions of zoning, said improvements shall be constructed and implemented concurrently with the development of each phase of Kihei-Makena Project District 9, and shall be completed prior to issuance of any certificate of occupancy or final subdivision approval, unless improvements are bonded by Honua`ula Partners, LLC, its successors and permitted assigns. Honua`ula Partners, LLC shall execute appropriate agreements with governmental agencies regarding participation in improvements of infrastructure and public facilities as determined by the agencies.

5. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide workforce housing in accordance with Chapter 2.96, Maui County Code (the "Residential Workforce Housing Policy"); provided that, 250 of the required workforce housing units shall be located either within Project District No. 9/Wailea 670 or at the Kaonoulu Light Industrial Subdivision, or a combination of those locations, as determined by Honua`ula Partners, LLC, its successors and permitted assigns, and provided that each workforce housing unit shall have a certificate of occupancy prior to the sale of any market-rate unit, and further provided that 125 of those workforce housing units shall be ownership units, and that 125 of those units shall be rental units. In the event that the 250 workforce housing units, or any portion thereof, are constructed at the Kaonoulu Light Industrial Subdivision, then Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a minimum two-acre park at the Kaonoulu Light Industrial Subdivision, which shall be credited toward the requirements of Section 18.16.320, Maui County Code, for that subdivision.
6. That a Drainage Master Plan and Phasing Plan of improvements shall be submitted for review and approval during Project District Phase II processing. Said plan shall include the recommended drainage improvements as represented in the Preliminary Drainage Report. The County may require periodic updates of the Drainage Master Plan and Phasing Plan.
7. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare an animal management plan that shall be submitted during Project District Phase II processing and approved by the Department of Land and Natural Resources prior to submittal of Project District Phase III processing. Said plan shall include procedures for the management of animal intrusions including, but not limited to, construction of boundary or perimeter fencing, wildlife control permits, and rodent and feral cat control. Honua`ula Partners, LLC, its successors and permitted assigns, shall implement the approved animal

management plan. The Department of Land and Natural Resources may require periodic updates of the plan.

8. That Honua`ula Partners, LLC, its successors and permitted assigns, shall inform owners within Kihei-Makena Project District 9 that the area is subject to the intrusion of mammals such as axis deer, pigs, and rodents, and the impacts and management plan associated with such intrusions.
9. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare an assessment of the owl (Pueo or Hawaiian Short-eared Owl) and the Hawaiian Hoary Bat in coordination with the Department of Land and Natural Resources, and, if appropriate, mitigative measures shall be incorporated into Kihei-Makena Project District 9. Said assessment shall be prepared prior to submittal of Project District Phase II processing.
10. That, in lieu of the dedication of a Little League Field and related amenities as originally specified in Ordinance No. 2171 (1992), Exhibit "B", Condition No. 8, and based on current land and construction cost estimates for the Little League Field, not less than \$5,000,000 shall be paid to the County upon Project District Phase II approval for the development of the South Maui Community Park. Said amount shall not be credited against future park assessments.
11. That Honua`ula Partners, LLC is proposing to develop 6 acres of private parks and 84 acres of open space within the development. Said private parks shall be open to the public and privately maintained. Furthermore, said private parks and open space shall not be used to satisfy the park assessment requirements under Section 18.16.320, Maui County Code, or for future credits under said subdivision ordinance. The Director of Parks and Recreation and Honua`ula Partners, LLC agree that the park assessment shall be satisfied with an in-lieu cash contribution for the entire project. The amounts and timing of payment of said in-lieu fees shall be subject to the provisions of Section 18.16.320, Maui County Code.
12. That, as represented by Honua`ula Partners, LLC, the golf course shall be subject to the following conditions:
  - a. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit one nonprofit organization per quarter of the calendar year, other than Maui Junior Golf Association ("Maui Junior Golf"), the use of the golf course and the clubhouse for a fund-raising activity upon terms mutually agreed upon with said nonprofit organization.

- b. Honua`ula Partners, LLC, its successors and permitted assigns, shall: (1) develop an organized instructional program for junior golfers at its facility from September to January each year; (2) permit Maui Junior Golf the use of the golf course in accordance with Honua`ula Partners, LLC's instructional program; and (3) sponsor one Maui Junior Golf fund-raising tournament per year. The terms of the Junior Golf Program by Honua`ula Partners, LLC shall be as follows:

The instructional program will be developed to teach youngsters ages 12 to 18 years of age the fundamentals of golf and how to play the game, while also providing quality instruction/training three days a week from September 1 through January 31, with some blackout dates. This program will support the overall efforts of Maui Junior Golf.

Private lessons will also be available at a discounted rate of 50 percent of the regular rate based on two lessons per junior golfer for a maximum of 50 lessons per month from February through August on a space-available basis.

For the annual fund-raising event for the Maui Junior Golf, the rate per player shall be 50 percent of the regular rate with the number of golfers limited to no more than 144 players per event.

- c. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit the Maui Interscholastic League ("MIL") and the Hawaii High School Athletic Association ("HHSAA") to each use the golf course once per year for an official MIL golf tournament or an official HHSAA golf tournament if requested by the MIL or the HHSAA, or for regular season play-offs if requested by the MIL.
  - d. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit Maui residents to play at the golf course on Tuesday of each week. The charge for Maui residents for green fees, including golf cart rental fees, shall not exceed 40 percent of the average market rate for green fees and golf cart rental fees in South Maui, and shall exclude all membership fees.
13. That Honua`ula Partners, LLC, its successors and permitted assigns, shall prepare a Cultural Resources Preservation Plan ("CRPP"), in consultation with: Na Kupuna O Maui; lineal descendents of the area; other Native Hawaiian groups; the Maui County Cultural Resources Commission; the Maui/Lanai Island Burial Council; the Office of Hawaiian Affairs; the State Historic Preservation Division, Department of

Land and Natural Resources; the Maui County Council; Na Ala Hele; and all other interested parties. Prior to initiating this consultation process, Honua`ula Partners, LLC, its successors and permitted assigns, shall publish a single public notice in a Maui newspaper and a State-wide newspaper that are published weekly. The CRPP shall consider access to specific sites to be preserved, the manner and method of preservation of sites, the appropriate protocol for visitation to cultural sites, and recognition of public access in accordance with the Constitution of the State of Hawaii, the Hawaii Revised Statutes, and other laws, in Kihei-Makena Project District 9.

Upon completion of the CRPP, Honua`ula Partners, LLC, its successors and permitted assigns, shall submit the plan to the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs for review and recommendations prior to Project District Phase II approval. Upon receipt of the above agencies' comments and recommendations, the CRPP shall be forwarded to the Maui County Cultural Resources Commission for its review and adoption prior to Project District Phase II approval.

14. That a nonpotable water supply system shall be utilized for all irrigation purposes.
15. That, during construction, all dust control shall utilize nonpotable water or effluent, which may be obtained from the Kihei Wastewater Reclamation Facility when available.
16. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a Sewage Disposal Analysis that has been reviewed and commented on by the State Department of Health, the State Department of Land and Natural Resources, the County Department of Environmental Management, and the County Department of Water Supply prior to Project District Phase II approval. The Sewage Disposal Analysis, along with reviews and comments, shall be submitted to the Maui County Council for review and the project shall be subject to additional conditions or amendments by the Maui County Council if warranted by the Sewage Disposal Analysis.
17. That Honua`ula Partners, LLC, its successors and permitted assigns, shall construct, maintain, and/or participate in the operation of a private wastewater treatment facility and system that accommodate the needs of the entire Kihei-Makena Project District 9. All reclaimed water from the private wastewater treatment facility shall be utilized for irrigation, dust control, or other nonpotable purposes, and none of the reclaimed water shall be placed into injection wells.

The sewer rates for the residential workforce housing units shall be no higher than the residential sewer rates set by the County in its annual budget, for as long as the units are subject to Chapter 2.96, Maui County Code.

18. That Honua`ula Partners, LLC, its successors and permitted assigns, shall address in their Project District Phase II application the following:
  - a. Condition 1 of the Department of Health's "Twelve Conditions Applicable To All New Golf Course Development" ("12 Conditions") relating to an approved sampling plan, establishment of the baseline groundwater/vadose zone water quality, and if appropriate, nearshore water quality, has been met to the satisfaction of the Director of Health;
  - b. Conditions 2 and 3 of the Department of Health's "12 Conditions" relating to groundwater monitoring have been satisfied by the Director of Health;
  - c. Condition 4 relating to the preliminary proposal of the individual treatment system meets the requirements of the Department of Health, and final design shall be approved at the time of Project District Phase III;
  - d. Condition 5 of the Department of Health's "12 Conditions" relating to use of effluent has been satisfied;
  - e. Condition 6 of the Department of Health's "12 Conditions" relating to golf carts and storage of petroleum has been addressed and incorporated in the design and layout of the buildings;
  - f. Conditions 7, 8, and 11 of the Department of Health's "12 Conditions" relating to fertilizers, biocides, and pesticides and the Integrated Golf Course Management Plan have been reviewed, and comments from the Department of Agriculture and the Department of Health have been incorporated in the design and layout of the golf courses;
  - g. Condition 9 of the Department of Health's "12 Conditions" relating to noise from maintenance facilities has been addressed through the location and design of the maintenance activities and facilities;
  - h. Condition 10 of the Department of Health's "12 Conditions" and the County Department of Environmental Management's concerns and recommendations relating to solid waste disposal management

activities and facilities are identified and designed;

- i. Condition 12 of the Department of Health's "12 Conditions" relating to soil runoff during construction and concerns of the State Department of Transportation; the County Department of Public Works; the State Department of Health; and the Natural Resources Conservation Service of the United States Department of Agriculture relating to drainage are addressed and incorporated in the design and layout of the plans, and a preliminary erosion control and drainage report is included in the application;
  - j. Confirmation from Maui Electric Company, Ltd. ("MECO") that the proposal to relocate and/or landscape MECO facilities is incorporated in the application and site plan; and
  - k. Roadway improvements to the satisfaction of the State Department of Transportation and the County Department of Public Works and proposed agreements are incorporated in the application and site plan and finalized as part of Project District Phase II approval.
19. That Honua`ula Partners, LLC, its successors and permitted assigns, shall execute appropriate agreements with the State of Hawaii and County of Maui agencies regarding participation in improvements of infrastructure and public facilities where such improvements are reasonably related to Honua`ula Partners, LLC's project.
20. That marine monitoring programs shall be conducted which include monitoring and assessment of coastal water resources (groundwater and surface water) that receive surface water or groundwater discharges from the hydrologic unit where the project is located. Monitoring programs shall include both water quality and ecological monitoring.

Water Quality Monitoring shall provide water quality data adequate to assess compliance with applicable State water quality standards at Hawaii Administrative Rules Chapter 11-54. Assessment procedures shall be in accordance with the current Hawaii Department of Health ("HIDOH") methodology for Clean Water Act Section 305(b) water quality assessment, including use of approved analytical methods and quality control/quality assurance measures. The water quality data shall be submitted annually to HIDOH for use in the State's Integrated Report of Assessed Waters prepared under Clean Water Act Sections 303(d) and 305(b). If this report lists the receiving waters as impaired and requiring a Total Maximum Daily Load ("TMDL") study, then the monitoring program shall be amended to evaluate land-based pollutants, including: (1) monitoring of surface water and groundwater quality for the pollutants identified as the source of the impairment; and (2) providing

estimates of total mass discharge of those pollutants on a daily and annual basis from all sources, including infiltration, injection, and runoff. The results of the land-based pollution water quality monitoring and loading estimate shall be submitted to the HDOH Environmental Planning Office, TMDL Program.

The ecological monitoring shall include ecological assessment in accordance with the Coral Reef Assessment and Monitoring Program protocols used by the Department of Land and Natural Resources. The initial assessment shall use the full protocol. Subsequent annual assessments can use the Rapid Assessment Techniques. Results shall be reported annually to the Aquatic Resources Division, Department of Land and Natural Resources.

21. That all exterior lighting shall be shielded from adjacent residential properties and near shore waters. Lighting requirements in force at the time of building permit application shall be applied.
22. That Honua`ula Partners, LLC, its successors and permitted assigns, shall pay the Department of Education \$3,000 per dwelling unit upon issuance of each building permit to be used, to the extent possible, for schools serving the Kihei-Makena Community Plan area; provided that, should the State pass legislation imposing school impact fees that apply to Kihei-Makena Project District 9, Honua`ula Partners, LLC, its successors and permitted assigns, shall from that point forward comply with the State requirements, or contribute \$3,000 per dwelling unit, whichever is greater.
23. That Honua`ula Partners, LLC, its successors and permitted assigns, shall fund and construct adequate civil defense measures as determined by the State and County of Maui civil defense agencies.
24. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide to the County two acres of land with direct access to the Piilani Highway extension for the development of fire control facilities within the village mixed-use sub-district at the time 50 percent of the total unit/lot count has received either a certificate of occupancy or final subdivision approval. The acreage provided shall have roadway and full utility services provided to the parcel.

That Honua`ula Partners, LLC, its successors and permitted assigns, shall contribute \$550,000 to the County for the development of a police station in South Maui, to be paid at the time a contract is entered into for the construction of that police station.



25. That no transient vacation rentals or time shares shall be allowed within Kihei-Makena Project District 9; and further, no special use permit or conditional permit for such accommodations shall be accepted by the Department of Planning.
26. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a preservation/mitigation plan pursuant to Chapter 6E, Hawaii Revised Statutes, that has been approved by the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs prior to Project District Phase II approval.
27. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide the report "Remnant Wiliwili Forest Habitat at Wailea 670, Maui, Hawaii by Lee Altenberg, Ph.D.", along with a preservation/mitigation plan, to the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Corps of Engineers for review and recommendations prior to Project District Phase II approval. The Maui Planning Commission shall consider adoption of the plan prior to Project District Phase II approval.

Such plan shall include a minimum preservation standard as follows: That Honua`ula Partners, LLC, its successors and permitted assigns, shall establish in perpetuity a Conservation Easement (the "Easement"), entitled "Native Plant Preservation Area", for the conservation of native Hawaiian plants and significant cultural sites in Kihei-Makena Project District 9 as shown on the attached map. The Easement shall comprise the portion of the property south of latitude 20°40'15.00"N, excluding any portions that the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Corps of Engineers find do not merit preservation, but shall not be less than 18 acres and shall not exceed 130 acres.

The scope of the Easement shall be set forth in an agreement between Honua`ula Partners, LLC and the County that shall include:

- a. A commitment from Honua`ula Partners, LLC, its successors and permitted assigns, to protect and preserve the Easement for the protection of native Hawaiian plants and significant cultural sites worthy of preservation, restoration, and interpretation for public education and enrichment consistent with a Conservation Plan for the Easement developed by Honua`ula Partners, LLC and approved by the State Department of Land and Natural Resources, the United States Geological Survey, and the United States Fish and Wildlife Service; and with a Cultural Resource Preservation Plan, which includes the management and maintenance of the

Easement, developed by Honua`ula Partners, LLC and approved by the State Department of Land and Natural Resources (collectively, the "Conservation/Preservation Plans").

- b. That Honua`ula Partners, LLC, its successors and permitted assigns, shall agree to confine use of the Easement to activities consistent with the purpose and intent of the Easement.
  - c. That Honua`ula Partners, LLC, its successors and permitted assigns, shall be prohibited from development in the Easement other than erecting fences, enhancing trails, and constructing structures for the maintenance needed for the area, in accordance with the Conservation/Preservation Plans.
  - d. That title to the Easement shall be held by Honua`ula Partners, LLC, its successors and permitted assigns, or conveyed to a land trust that holds other conservation easements. Access to the Easement shall be permitted pursuant to an established schedule specified in the Conservation/Preservation Plans to organizations on Maui dedicated to the preservation of native plants, to help restore and perpetuate native species and to engage in needed research activities. These organizations may enter the Easement at reasonable times for cultural and educational purposes only.
  - e. Honua`ula Partners, LLC, its successors and permitted assigns, shall be allowed to receive all tax benefits allowable under tax laws applicable to the Easement at the time that said Easement is established in Kihei-Makena Project District 9, which will be evidenced by the recordation of the Easement in the Bureau of Conveyances, State of Hawaii.
28. That, prior to the commencement of any construction activity, Honua`ula Partners, LLC, its successors and permitted assigns, shall develop and submit a Transportation Management Plan ("TMP"), to be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation. The purpose of the TMP shall be to reduce traffic generated by construction activity related to the Kaonoulu Light Industrial Subdivision and Kihei-Makena Project District 9, including traffic generated by the improvements to Piilani Highway between Kilohana Drive and Wailea Ike Drive. The TMP shall provide for programs such as park and ride, shuttles, and/or restrictions on worker access to ongoing construction activity during peak hour traffic. Upon approval, project contractors shall implement the TMP during construction activities. Honua`ula Partners, LLC, its successors and permitted assigns, shall submit an annual report to the State

Department of Transportation, the County Department of Public Works, the County Department of Transportation, and the Maui County Council to document the success of the TMP in meeting its benchmarks of reducing traffic during project construction.

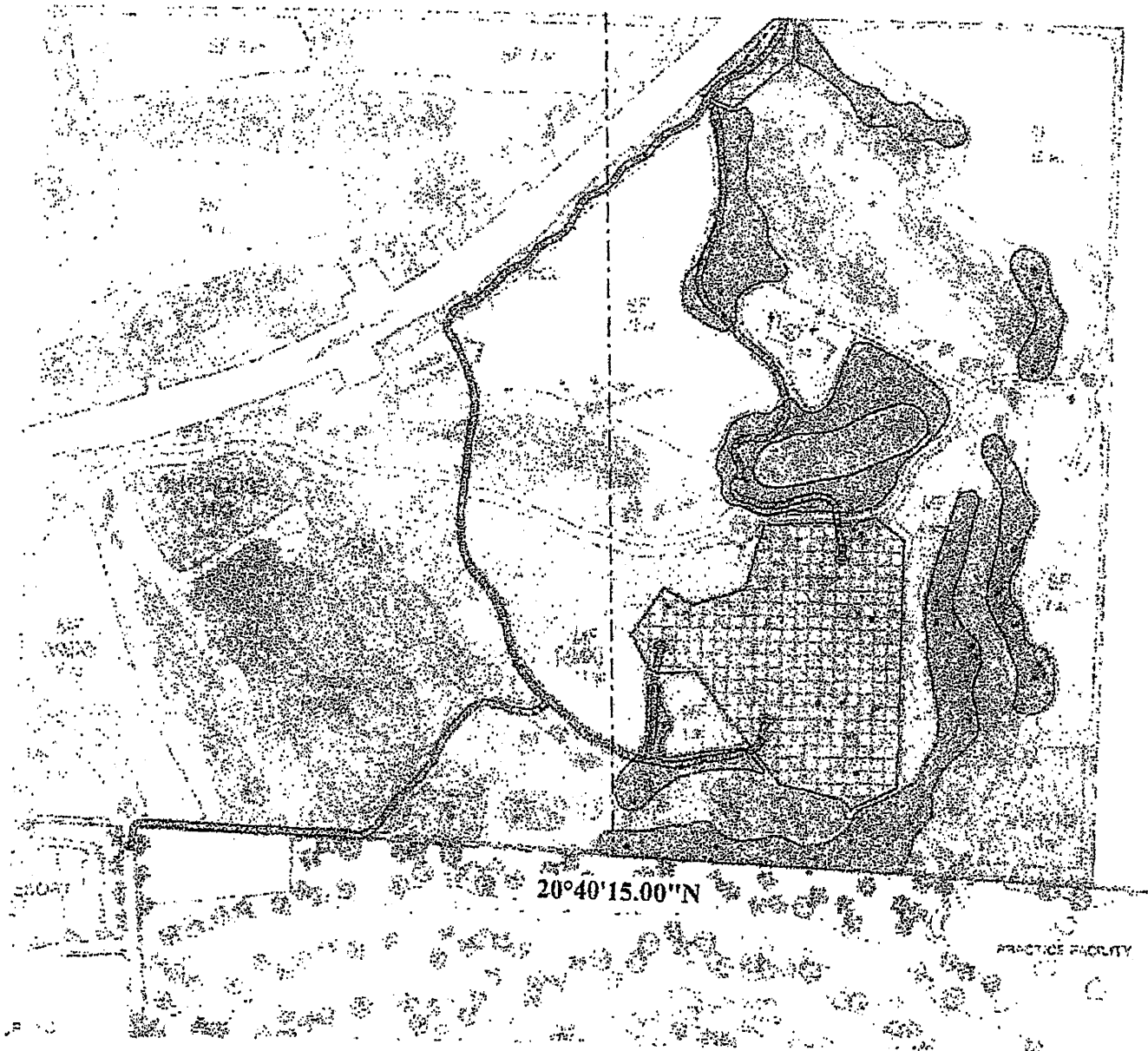
That as part of the Project District Phase II application, Honua`ula Partners, LLC, its successors and permitted assigns, shall submit a TMP to reduce the dependency on individual vehicular transportation modes. The TMP shall be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation prior to Project District Phase II approval.

29. That Honua`ula Partners, LLC, its successors and permitted assigns, shall provide annual compliance reports to the Department of Planning and the Maui County Council on the status of the project and progress in complying with the conditions imposed, commencing within one year of the effective date of the ordinance.
30. All energy systems for all residential units shall be designed and constructed to meet all applicable ENERGY STAR requirements established by the Climate Protection Division of the United States Environmental Protection Agency in effect at the time of construction. For purposes of this condition, energy systems shall include all hot water systems, roof and attic areas, outside walls, windows, air cooling systems, and heating systems.

All residential units shall be equipped with a primary hot water system at least as energy efficient as a conventional solar panel hot water system, sized to meet at least 80 percent of the hot water demand for the respective units.

All air cooling systems and all heating systems for laundry facilities, swimming pools, and spa areas shall make maximum use of energy-efficient construction and technology.




20°40'15.00"N



## Legend

- Existing Native Plants (Field Surveyed)
- † *Canavalia Pubescens* (auikiwiki)
  - ⊗ *Erythrina Sandwicensis* (williwili)
  - Lipochacta Rockii* (nehe)
  - ⊕ Archaeological Sites (To Be Preserved)

## BOTANICAL HABITAT PRESERVES

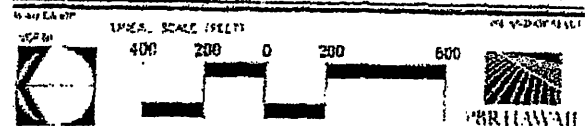
	Approx. Area (Acres)
 Native Plant Preservation Area	+/- 18 ac
 Native Plant Management / Enhancement Area	+/- 23 ac
 Interpretive Trail (min. 4-foot wide cinder trail with interpretive signs)	+/- 2 ac

TOTAL : +/- 43 ac

NOTE: All areas need to be field located and surveyed to establish appropriate boundaries that relate to the existing topographic and geological features with native plants located. Field adjustments for golf course, roadways and infrastructure will be necessary.

Only 5 out of 46 native plants may not be preserved.

## BOTANICAL HABITAT PRESERVATION PLAN



WE HEREBY CERTIFY that the foregoing BILL NO. 45 (2018)

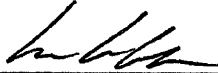
1. Passed FINAL READING at the meeting of the Council of the County of Maui, State of Hawaii, held on the 4th day of May, 2018, by the following vote:

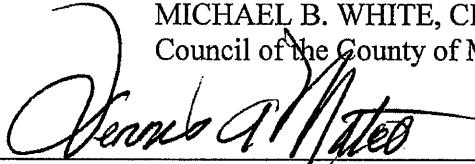
Michael B. WHITE Chair	Robert CARROLL Vice-Chair	Alika ATAY	Eleanora COCHRAN	S. Stacy CRIVELLO	Donald S. GUZMAN	G. Riki HOKAMA	Kelly T. KING	Yuki Lei K. SUGIMURA
Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye

2. Was transmitted to the Mayor of the County of Maui, State of Hawaii, on the 4th day of May, 2018.


DATED AT WAILUKU, MAUI, HAWAII, this 4th day of May, 2018.

RECEIVED  
2018 MAY -4 PM 2:19  
OFFICE OF THE MAYOR

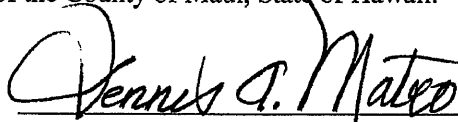
  
MICHAEL B. WHITE, CHAIR  
Council of the County of Maui

  
DENNIS A. MATEO, COUNTY CLERK  
County of Maui

THE FOREGOING BILL IS HEREBY APPROVED THIS 7 DAY OF May, 2018.

  
ALAN M. ARAKAWA, MAYOR  
County of Maui

I HEREBY CERTIFY that upon approval of the foregoing BILL by the Mayor of the County of Maui, the said BILL was designated as ORDINANCE NO. 4849 of the County of Maui, State of Hawaii.

  
DENNIS A. MATEO, COUNTY CLERK  
County of Maui

Passed First Reading on April 20, 2018  
Effective date of Ordinance May 7, 2018

I HEREBY CERTIFY that the foregoing is a true and correct copy of Ordinance No. 4849, the original of which is on file in the Office of the County Clerk, County of Maui, State of Hawaii.

Dated at Wailuku, Hawaii, on

\_\_\_\_\_  
County Clerk, County of Maui

RECEIVED  
2018 MAY -7 PM 2:46  
OFFICE OF THE  
COUNTY CLERK

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In the Matter of the Petition of	)	Docket No. A94-706
	)	
KAONOULU RANCH to Amend the	)	
Agricultural Land Use District Boundary into	)	
the Urban Land Use District for approximately	)	
88 acres at Kaonoulu, Makawao-Wailuku,	)	
Maui, Hawaii; Tax Map Key Nos. 2-2-02:por.	)	
of 15 and 3-9-01:16	)	
_____	)	

CERTIFICATE OF SERVICE

THE UNDERSIGNED HEREBY CERTIFIES that a true and correct file-marked copy of the foregoing document was duly served upon the following parties VIA ELECTRONIC MAIL and AS INDICATED BELOW at their last known address on January 10, 2019:

DAWN TAKEUCHI-APUNA, ESQ.  
Deputy Attorney General  
State of Hawai'i  
Department of the Attorney General  
425 Queen Street  
Honolulu, Hawai'i 96813

HAND-DELIVERY  
*Dawn.T.Apuna@hawaii.gov*

LEO R. ASUNCION, JR., DIRECTOR  
Office of Planning, State of Hawai'i  
235 South Beretania Street, Room 600  
Leiopapa A Kamehameha Bldg.  
Honolulu, Hawai'i 96813

HAND-DELIVERY  
*Leo.R.Asuncion@hawaii.gov*

MICHELE CHOUTEAU MCLEAN, DIRECTOR  
Maui County Planning Department  
County of Maui, State of Hawai'i  
2200 Main Street  
One Main Plaza, Suite 315  
Wailuku, Hawai'i 96793

CERTIFIED MAIL  
RETURN RECEIPT  
REQUESTED  
*planning@mauicounty.gov*

PATRICK WONG, ESQ.  
Corporation Counsel  
Dept. of Corporation Counsel  
County of Maui, State of Hawai'i  
200 S. High Street, Floor 3  
Wailuku, Hawai'i 96793

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
*pat.wong@co.maui.hi.us*

CLIFFORD J. MILLER, ESQ.  
RANDALL F. SAKUMOTO, ESQ.  
500 Ala Moana Boulevard  
4<sup>th</sup> Floor, Five Waterfront Plaza  
Honolulu, Hawai'i 96813

HAND-DELIVERY  
*miller@m4law.com*  
*sakumoto@m4law.com*

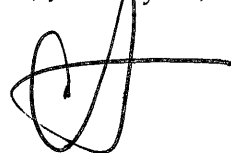
Attorneys for Piilani Promenade South, LLC and  
Piilani Promenade North, LLC

TOM PIERCE, ESQ.  
P.O. Box 798  
Makawao, Hawai'i 96768

CERTIFIED MAIL  
RETURN RECEIPT REQUESTED  
*tom@mauilandlaw.com*

Attorney for Maui Tomorrow Foundation, Inc.,  
South Maui Citizens for Responsible Growth  
and Daniel Kanahele

DATED: Honolulu, Hawai'i, January 10, 2019.



Of Counsel:

MATSUBARA, KOTAKE & TABATA  
A Law Corporation

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BENJAMIN M. MATSUBARA  
CURTIS T. TABATA  
Attorneys for Petitioner  
HONUA'ULA PARTNERS, LLC