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R-745

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

APR 14. 1994 09:15 AM

Doc No(s) 94-065022

/s/ S. FURUKAWA
REGISTRAR OF CONVEYANCES

LAND COURT

REGULAR SYSTEM

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


Takeyama & Sullivan
1188 Bishop St., Suite 1411
Honolulu, HI 96813
Tel: 526-2416

DECLARATION OF CONDITIONS AND CONSENT

KNOW ALL MEN BY THESE PRESENTS THAT:

WHEREAS, CAROLINE J. ROBINSON LIMITED PARTNERSHIP, a Hawaii limited partnership; J.L.P. ROBINSON LIMITED PARTNERSHIP, a Hawaii limited partnership; BISHOP TRUST COMPANY, LIMITED, a Hawaii corporation, Trustee under the Will and of the Estate of FRANCES MITSUE MCWAYNE, DECEASED and Trustee under the Will and of the Estate of IWALANI AMELIA ROBINSON, DECEASED; WILLIAM RHETT TABER, HERMAN G.P. LEMKE and WILLIAM W. PATY, Trustees under the Will and of the Estate of MARK ALEXANDER ROBINSON, DECEASED, and Trustees under DEED OF TRUST OF MARK ALEXANDER ROBINSON AND MARY KAPUAHAULANI HART ROBINSON dated JULY 30, 1953; and AMERICAN TRUST CO. OF HAWAII, INC., a Hawaii corporation, Trustee of the Trust created under TRUST AGREEMENT NO. 90-01892, dated November 19, 1985, (hereinafter referred to collectively as "Fee Owners"), whose

EXHIBIT 52



business and post office address is c/o First Hawaiian Bank, 1132 Bishop Street, Honolulu, Hawaii 96813, are the fee simple owners of all of that certain real property comprising an area of approximately 504.865 acres, situated at Waikele and Hoaaee, Ewa, Oahu, City and County of Honolulu, Hawaii, Tax Map Key No.: 9-4-02: portion of 1 and Portion of 52, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Property");

WHEREAS, by that certain Assignment and Assumption Agreement dated December 18, 1986, and by that certain Memorandum of Assignment of Agreement to Sell and Purchase, dated December 18, 1986, recorded at the Bureau of Conveyances of the State of Hawaii in Liber 20169, Page 226, HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, whose business and post office address is 2024 N. King Street, Honolulu, Hawaii 96819, (hereinafter "Petitioner"), has acquired all of the rights, titles, interests and estates of the "Purchaser" under that certain Agreement to Sell and Purchase (1,171.026 Acres), dated June 20, 1985, by and between the Robinson Estate, as Seller, and Waitec Development, Inc., a Hawaii corporation, as Purchaser, and under that certain Memorandum of Agreement to Sell and Purchase (1,171.026 Acres), dated February 28, 1986, recorded at the Bureau of Conveyances of the State of Hawaii in Liber 19325, Page 108.

WHEREAS, the Petitioner submitted a Petition, Docket No. A92-683 to the Land Use Commission of the State of Hawaii (hereinafter "Commission"), seeking the reclassification of the



Property from the Agricultural District to the Urban District;

WHEREAS, pursuant to that certain Findings of Fact, Conclusions of Law, and Decision and Order dated December 9, 1993 (hereinafter "Order"), filed in Docket No. A92-683, the Property was reclassified by the Commission from the Agricultural District to the Urban District, subject to certain conditions, which conditions are set forth in Exhibit "B" attached hereto and made a part hereof;

WHEREAS, pursuant to Section 205-4(g) of the Hawaii Revised Statutes, as amended, and Subsection 15-15-92 of the Commission's Rules, said conditions are required to be recorded at the Bureau of Conveyances of the State of Hawaii; and

WHEREAS, the Petitioner desires to record this Declaration to satisfy said requirements;

NOW, THEREFORE, the Petitioner does hereby enter into this Declaration, to set forth the conditions imposed by the Commission on the reclassification of the Property from the Agricultural District to the Urban District, which conditions are attached hereto as Exhibit "B" and incorporated herein by reference. Said conditions shall run with the land and shall be binding upon the Petitioner, its successors and assigns.

The Fee Owners of the Property described in Exhibit "A", attached hereto and made a part hereof, do hereby consent to the Petitioner's execution of this Declaration of Conditions and Consent, and consent to the recordation of this Declaration of Conditions and Consent in the Bureau of Conveyances of the State of

Hawaii, provided, however, that this Declaration of Conditions and Consent and the conditions imposed by the Commission shall not affect the interest of said Fee Owners.

IN WITNESS WHEREOF, the undersigned have hereunto caused this Declaration of Conditions and Consent to be duly executed and acknowledged on April 8, 1994.

HALEKUA DEVELOPMENT CORPORATION,

By [Signature]
Its PRESIDENT
-Petitioner-

CAROLINE J. ROBINSON LIMITED PARTNERSHIP

By FIRST HAWAIIAN BANK

By [Signature]
Its VICE PRESIDENT

Managing Agent for the Caroline J. Robinson Limited Partnership

J.L.P. ROBINSON LIMITED PARTNERSHIP, a Hawaii limited partnership

By [Signature]
Its General Partner

By [Signature]
Its General Partner

By [Signature]
Its General Partner

BISHOP TRUST COMPANY, LTD.
Trustee under the Will and of
the Estate of FRANCES MITSUE
MCWAYNE, DECEASED and Trustee
under the Will and of the
Estate of IWALANI AMELIA
ROBINSON, DECEASED
as Trustee(s) and Not Personally

By [Signature]
ITS VICE PRESIDENT

By [Signature]
ITS VICE PRESIDENT

[Signature]
WILLIAM RHETT TABER

[Signature]
HERMAN G. P. LEMKE

[Signature]
WILLIAM W. PATY

Trustees under the Will and of
the Estate of Mark Alexander
Robinson, Deceased, and
Trustees under Deed of Trust
of Mark Alexander Robinson and
Mary Kapuahaulani Hart
Robinson dated July 30, 1953.

AMERICAN TRUST CO. OF HAWAII,
INC., Trustee of the Trust
created under Trust Agreement
no. 90-01892, dated November
19, 1985 AS, TRUSTEE, AND NOT PERSONALLY

By [Signature]
ITS Vice President

By [Signature]
ITS REAL ESTATE OFFICER

-Fee Owners-



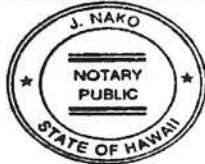
STATE OF HAWAII)
) ss.
 CITY AND COUNTY OF HONOLULU)

On this 8th day of April, 1994, before me personally appeared HERBERT K. HORITA, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

James P. O'Neil
 Notary Public, First Judicial
 Circuit, State of Hawaii.
 My commission expires: 8/27/96

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

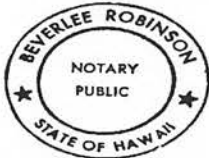
On this _____ day of FEB 17 1994, 1994, before me personally appeared ALLAN ZAWTOCKI, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of FIRST HAWAIIAN BANK, a Hawaii corporation, Managing Agent for the Caroline J. Robinson Limited Partnership, a Hawaii limited partnership; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation as such Managing Agent of said limited partnership.



J. Nako
 Notary Public, First Judicial
 Circuit, State of Hawaii.
 My commission expires: DEC 03 1996

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

On this 16th day of February, 1994, before me personally appeared Clinton Bailer, John R. Armitage, and Geoffrey L. Walsh to me personally known, who, being by me duly sworn, did say that they are the general partners of the J.L.P. Robinson Limited Partnership, a Hawaii limited partnership; that the foregoing instrument was signed in the name of and on behalf of said partnership, and said officers acknowledged that they executed the same as their free act and deed and as the free act and deed of said partnership.



Beverlee Robinson
Notary Public, First Judicial
Circuit, State of Hawaii.

My commission expires: January 24, 1996

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

On this _____ day of MAR 15 1994, 199____, before me personally appeared RAY U. UTA and PAULLETTE YOSHIDA, to me personally known, who, being by me duly sworn, did say that they are the VICE PRESIDENT and VICE PRESIDENT of BISHOP TRUST COMPANY, LIMITED, a Hawaii corporation, Trustee under the Will and of the Estate of Frances Mitsue McWayne, Deceased and Trustee under the Will and of the Estate of Iwalani Amelia Robinson, Deceased, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of said corporation as such Trustee.

Therence J. Bacata
Notary Public, First Judicial
Circuit, State of Hawaii.

My commission expires: SEP 5 1995

C.S.



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

On this 17th day of February, 1994, before me personally appeared WILLIAM RHETT TABER, HERMAN G.P. LEMKE and WILLIAM W. PATY, Trustees under the Will and of the Estate of Mark Alexander Robinson, Deceased, and Trustees under Deed of Trust of Mark Alexander Robinson and Mary Kapuhaulani Hart Robinson dated JULY 30, 1953, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and as their free act and deed as such Trustees.

LS

[Signature]
 Notary Public, First Judicial
 Circuit, State of Hawaii.

My commission expires: 4/25/96

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

On this 11 day of March, 1994, before me personally appeared PAMELA SPADARO and RACHEL S. UHARA, to me personally known, who, being by me duly sworn, did say that they are the Vice President and REAL ESTATE OFFICER of AMERICAN TRUST CO. OF HAWAII, INC., Trustee of the Trust created under Trust Agreement no. 90-01892, dated November 19, 1985; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of said corporation as such Trustee.

LS

[Signature]
 Notary Public, First Judicial
 Circuit, State of Hawaii.

My commission expires: July 7, 1995

EXHIBIT A

DESCRIPTION

LOT 4-A

Being portions of Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau and Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani Situated on the Easterly side of Kunia Road At Hoaeae and Waikale, Ewa, Oahu, Hawaii

Beginning at the South corner of this parcel of land, being also the West corner of Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078) and on the Easterly side of Kunia Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "EWA CHURCH" being 3360.76 feet North and 20305.93 feet West, thence running by azimuths measured clockwise from True South:

1. 157° 57' 30" 654.05 feet along the Easterly side of Kunia Road;
2. Thence along the Easterly side of Kunia Road, on a curve to the left with a radius of 5759.60 feet, the azimuth and distance of the chord being:
157° 07' 169.21 feet;
3. 156° 16' 30" 2455.40 feet along the Easterly side of Kunia Road;
4. 246° 16' 30" 2838.10 feet along the remainder of Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau;
5. 236° 44' 532.95 feet along the remainders of Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau and Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
6. 188° 28' 759.77 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
7. 140° 48' 1454.12 feet along the remainders of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani and Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau;

DESCRIPTION
LOT 4-A
PAGE 2 OF 5

8.	235° 58' 37"	3200.51 feet along the remainders of Royal Patent 4490, Land Commission Award 10474, Apana 9 to M. Nanauu and Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
9.		Thence along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani, on a curve to the left with a radius of 100.00 feet, the azimuth and distance of the chord being: 239° 02' 32" 167.61 feet;
10.	312° 44' 30"	117.78 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
11.	341° 57'	209.13 feet along U.S. Naval Reservation (Civil 759);
12.	7° 33'	84.25 feet along U.S. Naval Reservation (Civil 759);
13.	351° 00'	85.00 feet along U.S. Naval Reservation (Civil 759);
14.	323° 43'	129.80 feet along U.S. Naval Reservation (Civil 759);
15.	354° 17' 30"	89.00 feet along U.S. Naval Reservation (Civil 759);
16.	91° 42'	194.20 feet along U.S. Naval Reservation (Civil 759);
17.	82° 38' 30"	168.95 feet along U.S. Naval Reservation (Civil 759);
18.	12° 12' 30"	106.20 feet along U.S. Naval Reservation (Civil 759);
19.	282° 57' 30"	417.43 feet along U.S. Naval Reservation (Civil 759);
20.	301° 59'	167.40 feet along U.S. Naval Reservation (Civil 759);
21.	336° 24'	45.50 feet along U.S. Naval Reservation (Civil 759);
22.	14° 39' 30"	80.00 feet along U.S. Naval Reservation (Civil 759);
23.	29° 00'	96.50 feet along U.S. Naval Reservation (Civil 759);
24.	54° 29'	75.92 feet along U.S. Naval Reservation (Civil 759);
25.	73° 08' 30"	99.80 feet along U.S. Naval Reservation (Civil 759);
26.	88° 47'	231.45 feet along U.S. Naval Reservation (Civil 759);
27.	71° 20'	207.05 feet along U.S. Naval Reservation (Civil 759);
28.	107° 54' 30"	180.91 feet along U.S. Naval Reservation (Civil 759);
29.	93° 02'	180.90 feet along U.S. Naval Reservation (Civil 759);
30.	73° 31'	159.72 feet along U.S. Naval Reservation (Civil 759);

DESCRIPTION
LOT 4-A
PAGE 3 OF 5

31.	48° 14'	112.24 feet along U.S. Naval Reservation (Civil 759);
32.	351° 50'	103.80 feet along U.S. Naval Reservation (Civil 759);
33.	300° 02'	91.93 feet along U.S. Naval Reservation (Civil 759);
34.	283° 34'	237.16 feet along U.S. Naval Reservation (Civil 759);
35.	295° 18' 30"	268.76 feet along U.S. Naval Reservation (Civil 759);
36.	268° 12'	241.27 feet along U.S. Naval Reservation (Civil 759);
37.	292° 58'	122.27 feet along U.S. Naval Reservation (Civil 759);
38.	278° 26'	139.83 feet along U.S. Naval Reservation (Civil 759);
39.	285° 12' 30"	136.80 feet along U.S. Naval Reservation (Civil 759);
40.	296° 51' 30"	128.75 feet along U.S. Naval Reservation (Civil 759);
41.	322° 24'	345.20 feet along U.S. Naval Reservation (Civil 759);
42.	339° 45'	285.90 feet along U.S. Naval Reservation (Civil 759);
43.	334° 15' 30"	358.90 feet along U.S. Naval Reservation (Civil 759);
44.	14° 54' 30"	41.50 feet along U.S. Naval Reservation (Civil 759);
45.	22° 33'	521.50 feet along U.S. Naval Reservation (Civil 759);
46.	19° 49' 30"	274.50 feet along U.S. Naval Reservation (Civil 759);
47.	28° 36'	103.60 feet along U.S. Naval Reservation (Civil 759);
48.	359° 04'	106.30 feet along U.S. Naval Reservation (Civil 759);
49.	332° 09'	239.90 feet along U.S. Naval Reservation (Civil 759);
50.	324° 45' 30"	187.90 feet along U.S. Naval Reservation (Civil 759);
51.	341° 14'	89.70 feet along U.S. Naval Reservation (Civil 759);
52.	70° 00'	931.87 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
53.	8° 00'	792.41 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
54.	32° 00'	80.00 feet along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078);
55.	302° 00'	172.00 feet along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078);

DESCRIPTION
LOT 4-A
PAGE 4 OF 5

56. Thence along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078), on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:
347° 00' 28.28 feet;
57. 32° 00' 108.57 feet along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078);
58. Thence along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078), on a curve to the right with a radius of 972.00 feet, the azimuth and distance of the chord being:
39° 30' 253.74 feet;
59. 47° 00' 760.02 feet along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078);
60. Thence along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078), on a curve to the right with a radius of 972.00 feet, the azimuth and distance of the chord being:
49° 59' 101.18 feet;
61. 52° 58' 2764.54 feet along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078);
62. 67° 57' 30" 700.00 feet along Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078) to the point of beginning and containing an Area of 504.865 Acres.

Subject, however, to the following Easements:

Easement 10 (60-foot wide) for Road and Utility Purposes (Oahu Sugar Lease)

DESCRIPTION
LOT 4-A
PAGE 5 OF 5

Easement 11 (60-foot wide) for Road
Purposes (Oahu Sugar Lease)

Easement 13 (10-foot wide) for Power Line
Purposes (Oahu Sugar Lease)

Easement 14 (60-foot wide) for Road and
Utility Purposes (Oahu Sugar Lease)

Hawaiian Electric Company Powerline
Easement (25-foot wide) as shown in Liber
3381, Page 336

Subject, also, to a 22-foot Roadway
Setback Line along Kunia Road

ParEn, Inc. dba PARK ENGINEERING



Roy T. Yama
Registered Professional Surveyor
Certificate Number 3847

Kawaiahaeo Plaza, Hale Mauka
557 South King Street, Suite 300
Honolulu, Hawaii 96813-3036

August 6, 1992

Tax Map Key: 9-4-02: Por. of 1 and 52

EXHIBIT B

CONDITIONS IMPOSED BY LAND USE COMMISSION
FOR HALEKUA DEVELOPMENT CORPORATION'S
AMENDMENT OF LAND USE DISTRICT BOUNDARY

The following are the conditions imposed by the Land Use Commission for Halekua Development Corporation's (hereinafter "Petitioner") amendment of Land Use District boundary for all of that certain property comprising an area of approximately 504.865 acres, situated at Waikele and Hoaeae, Ewa, Oahu, City and County of Honolulu, Hawaii, Tax Map Key No.: 9-4-02: portion of 1 and Portion of 52, more particularly described in Exhibit "A" attached hereto and made a part hereof (hereinafter "Property"):

1. Petitioner shall provide affordable housing opportunities for low, low-moderate, and gap group income residents of the State of Hawaii to the satisfaction of the State Housing Finance and Development Corporation in accordance with the Affordable Housing Guidelines, adopted by the Housing Finance and Development Corporation, effective July 1, 1992, as periodically amended. The location and distribution of the affordable housing or other provisions for affordable housing shall be under such terms as may be mutually agreeable between Petitioner and the State Housing Finance and Development Corporation. Agreement by the HFDC on the provision of affordable housing shall be obtained prior to the Petitioner applying for county zoning.

2. Petitioner shall fund, design, and construct the local and regional transportation improvements necessitated by the


[REDACTED]

proposed development, on a pro rata basis, and as determined and approved by the State Department of Transportation and the City and County of Honolulu, Department of Transportation Services, including without limitation the dedication of any rights-of-way to the State or County. Petitioner shall also be required to provide the following:

- A. All of the other improvements needed (which will not be provided by the Village Park and Royal Kunia, Phase I projects) to make Kunia Road a 4-lane highway with auxiliary lanes for both left and right turning movements (between Kunia Interchange and the northernmost boundary of Royal Kunia, Phase II) and a third northbound lane between Kunia Interchange and the north Kupuna Loop intersection.
- B. A report that analyzes the impact of the proposed Phase II project's traffic on the Kunia Interchange and evaluate alternatives that will mitigate the impacts.
- C. Plans for construction work within the State highway right-of-way must be submitted to DOT, Highways Division for review and approval.

Agreement by the State Department of Transportation on the level of funding and participation shall be obtained prior to the Petitioner applying for county zoning.

3. Petitioner, at no cost to the State, shall appoint a permanent transportation manager whose function is the formation, use, and continuation of alternative transportation opportunities that would optimize the use of existing and proposed transportation systems. In the alternative, Petitioner may participate in a regional program for transportation management with other developers and/or landowners. This program shall address the transportation opportunities that would optimize the use of




existing and proposed transportation systems. Either option will continue to be in effect unless otherwise directed by the State Department of Transportation. The program for either option shall be reviewed and approved by the State Department of Transportation prior to implementation. The transportation manager or Petitioner shall conduct a yearly evaluation of the program's effectiveness and shall make a written report of its evaluation available to the State Department of Transportation for program review and modification, if necessary.

4. Petitioner shall monitor the traffic attributable to the proposed Project at on-site and off-site locations and shall undertake subsequent mitigative measures that may be deemed to be required by Petitioner, the State Department of Transportation, or the City and County of Honolulu. The mitigative measures shall be coordinated with and approved by the State Department of Transportation and the City and County of Honolulu.

5. Petitioner shall cooperate with the State Department of Health and the City and County of Honolulu Department of Public Works to conform to the program goals and objectives of the Integrated Solid Waste Management Act, Chapter 342G, Hawaii Revised Statutes, in accordance with a schedule satisfactory to the Department of Health and the City and County of Honolulu.

6. Petitioner shall make available adequate golf tee times at affordable rates for public play to State of Hawaii residents.

7. Petitioner shall contribute to the development,



funding, and/or construction of school facilities on a pro rata basis as a result of the development on the Property, as determined by and to the satisfaction of the Department of Education (DOE). Agreement by DOE on the level of funding and participation shall be obtained prior to Petitioner applying for county zoning.


8. Petitioner shall coordinate with the Honolulu Board of Water Supply and the Department of Land and Natural Resources to obtain the required water for the project. In the event that water is not available from existing sources due to insufficient supply, Petitioner shall fund and develop the necessary water source, storage, and transmission systems and facilities.

9. Petitioner shall participate, on a pro rata basis, in the funding for construction and installation of appropriate civil defense measures as determined by State and City civil defense agencies.

10. Petitioner shall erect a chain link fence along the eastern boundary of the Property that is common with the Waikele Branch of Naval Magazine, Lualualei.

11. Petitioner shall clear and maintain the land situated within 20 feet of the eastern boundary of the Property, free of trees and vegetation taller than eight inches high.

12. Petitioner shall coordinate with the State Department of Health and the City and County of Honolulu to establish appropriate systems to contain spills and prevent materials, such as petroleum products, chemicals, solvents or other pollutants from leaching into the storm drainage system and



adversely affecting the groundwater and coastal waters.

13. Petitioner shall comply with the environmental health conditions addressed in OSP's Exhibit 2 from the State Department of Health, dated January, 1992 (Version 4), and entitled "Twelve (12) Conditions Applicable to All New Golf Course Development."


14. Petitioner shall participate in the funding and construction of adequate wastewater treatment, transmission and disposal facilities, on a pro-rata basis, as determined by the State Department of Health and the City and County Department of Public Works.

15. Petitioner shall implement effective soil erosion and dust control measures both during and after construction to the satisfaction of the State Department of Health.

16. Petitioner shall participate in an air quality monitoring program as specified by the State Department of Health.

17. Petitioner shall provide notification to all owners and occupants of the Property of the potential odor, noise, and dust pollution resulting from surrounding Agricultural District lands, and that the Hawaii Right-to-Farm Act, Chapter 165, Hawaii Revised Statutes, limits the circumstances under which pre-existing farming activities may be deemed a nuisance.

18. Petitioner shall provide drainage improvements for the subject project and shall coordinate off-site improvements with adjoining landowners and developers, and/or other Federal, State, and City agencies.



19. Should any archaeological resources such as artifacts, shell, bone or charcoal deposits, human burials, or rock or coral alignments, paving or walls of historic or prehistoric significance be encountered during the development of the Property, Petitioner shall immediately stop work on the impacted area and contact the Historic Preservation Division of the State of Hawaii Department of Land and Natural Resources.


20. Petitioner shall coordinate the development of the Project with the Department of the Navy to insure that no residential units are constructed in the Navy's blast or buffer zone within the Property.

21. Petitioner shall obtain Development Plan approvals from the City and County of Honolulu within five (5) years from the date of this Order.

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

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


24. In reliance upon Petitioner's representation that it will develop the Project on his own and in its entirety, the



Petitioner shall obtain the prior approval from the Land Use Commission before it can sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Property or Project covered by the approved Petition.

Petitioner shall request the prior approval from the Land Use Commission to alter the ownership interest in the Property or Project by filing a motion to request approval to alter ownership interest and supporting affidavits that will provide relevant information, including without limitation (1) the name(s) and address(es) of the prospective owner(s) or real party(ies) in interest; (2) the reason for the alteration of ownership interest; (3) any information related to any proposed change in the representations made by Petitioner to the Commission and in its Petition filed pursuant to section 15-15-50, Hawaii Administrative Rules, including without limitation any information pertaining to the financial capabilities of the prospective owner(s) to proceed with the Project as set forth in section 15-15-50(8); and, (4) a written acknowledgement and affirmation of the prospective owner(s) that the prospective owner(s) shall comply with all of the conditions in this Order.

25. Petitioner shall promptly provide without any prior notice, annual reports to the Land Use Commission, the Office of State Planning, and the City and County of Honolulu Planning Department in connection with the status of the Project and Petitioner's progress in complying with the conditions imposed. The annual reports shall summarize: (1) Petitioner's progress in




complying with the conditions imposed; and (2) changes to the Project as represented to the Land Use Commission. The annual report shall also include a written statement from each state and county agency affected by these conditions that Petitioner's representations in the annual report related to the respective state or county agency being affected is true and accurate.

26. The Land Use Commission may fully or partially release these conditions as to all or any portions of the Property upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.

Adequate assurance of satisfaction may be evidenced by execution of a certificate of satisfaction in recordable form stating that such condition has been satisfied, in whole or in part. The Office of State Planning will certify for itself and all state departments and agencies, and the City and County of Honolulu Planning Department will certify for itself and all county departments and agencies. Any other party to the boundary amendment proceeding may be asked to indicate whether they concur in the certification of satisfaction.

27. Within 7 days of the issuance of the Commission's Decision and Order for the subject reclassification, Petitioner shall (1) record with the Bureau of Conveyances a statement to the effect that the Property is subject to conditions imposed by the Land Use Commission in the reclassification of the Property; and (2) shall file a copy of such recorded statement with the Commission.



28. Petitioner shall record the conditions imposed by the Commission with the Bureau of Conveyances pursuant to Section 15-15-92, Hawaii Administrative Rules.

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02-96

R-657

STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

APR 13, 1999 03:15 PM

Doc No(s) 99-056493

/s/CARL T. WATANABE
ACTING
REGISTRAR OF CONVEYANCES

LAND COURT SYSTEM

REGULAR SYSTEM

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

Don S. Kitaoka, Attorney at Law
1100 Alakea Street, Suite 3110
Honolulu, Hawai'i 96813
Tel: 526-2416

Tax Map Key Nos.: 9-4-02; 1, Portion of 52, 70 and 71

AMENDMENT TO DECLARATION OF CONDITIONS AND CONSENT

HALEKUA DEVELOPMENT CORPORATION, a Hawai'i corporation, whose business and post office address is 2024 N. King Street, Honolulu, Hawai'i 96819 (hereinafter referred to as "Halekua"); CAROLINE J. ROBINSON LIMITED PARTNERSHIP, a Hawai'i limited partnership; J.L.P. ROBINSON LIMITED PARTNERSHIP, a Hawai'i limited partnership; BANK OF HAWAII, a Hawai'i Corporation, for its division PACIFIC CENTURY TRUST, successor by merger to Hawaiian Trust Company, Limited, a Hawai'i corporation, Trustee under the Will and of the Estate of FRANCES MITSUE MCWAYNE, DECEASED and Trustee under the Will and of the Estate of IWALANI AMELIA ROBINSON, DECEASED; WILLIAM RHETT TABER, HERMAN G.P. LEMKE and

WILLIAM W. PATY, Trustees under the Will and of the Estate of MARK ALEXANDER ROBINSON, DECEASED, and Trustees under DEED OF TRUST OF MARK ALEXANDER ROBINSON AND MARY KAPUAHAULANI HART ROBINSON dated July 30, 1953; and BANK OF HAWAII, a Hawai'i Corporation, for its division PACIFIC CENTURY TRUST, successor by merger to Hawaiian Trust Company, Limited, a Hawai'i corporation, Trustee of the Trust created under TRUST AGREEMENT NO. 90-01892, dated November 19, 1985 (hereinafter collectively referred to as the "Robinsons"); HRT, LTD., a Maryland corporation, formerly a Hawai'i corporation whose business and post office address is 3660 Waialae Avenue, Suite 400, Honolulu, Hawai'i 96816 (hereinafter referred to as "HRT"); and HRT, LTD., a Maryland corporation, formerly a Hawai'i corporation, HONOLULU LIMITED, a Maryland corporation, formerly a Hawai'i corporation, and 300 CORPORATION, a Maryland corporation, formerly a Hawai'i corporation, all of whose business and post office address is 3660 Waialae Avenue, Suite 400, Honolulu, Hawai'i 96816 (hereinafter collectively referred to as the "Industrial Park Owners"), hereby certify pursuant to Section 15-15-92, Hawai'i Land Use Commission Rules, as follows:

THAT BY FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER dated December 9, 1993 (hereinafter referred to as the "Decision and Order"), the State Land Use Commission (hereinafter referred to as the "Commission") amended the land use district boundaries and reclassified approximately 504.865 acres of land situated at Waikele and Ho'ae'ae, `Ewa, O'ahu, City and County of Honolulu, Hawai'i, and identified as Tax Map Key Nos.: 9-4-02:

Portion of 1 and Portion of 52, from the Agricultural Land Use District to the Urban Land Use District (hereinafter referred to as the "Petition Area" or "Property");

THAT BY DECLARATION OF CONDITIONS AND CONSENT dated April 8, 1994, recorded in the Bureau of Conveyances of the State of Hawai'i on April 14, 1994 as Document No. 94-065022 (hereinafter referred to as the "Declaration of Conditions and Consent dated April 8, 1994"), Halekua and the Robinsons consented to and approved of the conditions contained in said Decision and Order;

THAT BY ORDER GRANTING MOTION TO CORRECT METES AND BOUNDS DESCRIPTION OF THE PETITION AREA dated September 6, 1995, the Commission issued its Order to correct the metes and bounds description of the Petition Area and to identify the Petition Area as encompassing approximately 503.886 acres of land; a metes and bounds description, survey map and location map are attached hereto as Exhibit "A".

THAT BY ORDER GRANTING MOTION TO CHANGE OWNERSHIP INTEREST dated September 19, 1995, the Commission granted Halekua's request to transfer ownership of a portion of the Petition Area to HRT;

THAT BY WAY OF LIMITED WARRANTY DEEDS recorded in the Bureau of Conveyances of the State of Hawai'i on September 12, 1995 as Document Nos. 95-117009, 95-117007 and 95-117006, the Robinsons transferred fee simple title to approximately 347 acres of the

Petition Area to Halekua (hereinafter referred to as the "Take-Down Area"); and by way of Warranty Deed recorded in the Bureau of Conveyances of the State of Hawai'i on April 16, 1996 as Document No. 96-051983, Halekua transferred fee simple title in approximately 13.3 acres of the Take-Down Area to HRT; and by way of Warranty Deed recorded in the Bureau of Conveyances of the State of Hawai'i on April 16, 1996 as Document No. 96-051982, Halekua transferred fee simple title in approximately 123.7 acres of the Take-Down Area to the Industrial Park Owners;

THAT BY WAY OF SAID MESNE CONVEYANCES, Halekua currently is the fee simple owner of approximately 210 acres of the Petition Area; HRT is the fee simple owner of approximately 13.3 acres of the Petition Area; the Industrial Park Owners are the fee simple owners of approximately 123.7 acres of the Petition Area; and the Robinsons are the fee simple owners of approximately 156.8 acres of the Petition Area;

THAT BY MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER, filed with the Commission on June 25, 1996, and AMENDMENT TO MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER, filed with the Commission on July 2, 1996 and SECOND AMENDMENT TO MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER, filed with the Commission on September 4, 1996, Halekua requested that the Decision and Order be amended to revise Condition Number 1, to

delete Condition Numbers 6, 13 and 20, and to revise the appropriate Findings of Fact accordingly (hereinafter collectively referred to as the "Motion");

THAT BY ORDER GRANTING MOTION TO AMEND FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER, dated October 1, 1996, the Commission ordered that Halekua's Motion be granted, and referenced the new tax map key designation as Tax Map Key Nos.: 9-4-02: 1, Portion of 52, 70 and 71;

THAT BY AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER, dated October 1, 1996 (hereinafter referred to as the "Amended Decision and Order"), the Commission modified and amended its original Decision and Order in accordance with Halekua's Motion;

THAT BY THIS AMENDMENT TO DECLARATION OF CONDITIONS AND CONSENT, Halekua, HRT and the Industrial Park Owners, as owners of portions of the lands subject to and described in said Amended Decision and Order, do hereby consent to and approve of the amended conditions which are contained in the Amended Decision and Order, which conditions are attached hereto as Exhibit "B" and incorporated herein by reference, and do hereby agree to abide by said amended conditions, and do hereby consent to the recordation of this Amendment to Declaration of Conditions and Consent in the Bureau of Conveyances of the State of Hawai'i. All of the

conditions set forth in Exhibit "B" shall run with the land and are binding upon Halekua, HRT, the Industrial Park Owners, and each and every subsequent owner, lessee, sub-lessee, transferee, grantee, assignee, or developer. Notwithstanding any provision herein to the contrary, Halekua shall satisfy Condition No. 1 regarding affordable housing on land owned by Halekua, and not on land owned by either HRT or the Industrial Park Owners. All of the conditions set forth in Exhibit "B" of the original Declaration of Conditions and Consent dated April 8, 1994 shall no longer encumber the Petition Area, shall no longer run with the land and shall no longer be binding upon Halekua, HRT, the Industrial Park Owners, or any subsequent owner, lessee, sub-lessee, transferee, grantee, assignee, or developer.

THAT THE ROBINSONS, being the fee simple owners of a portion of the Petition Area which is subject to the rights of Halekua as "Purchaser" under that certain Agreement to Sell and Purchase (1,171.026 Acres), dated June 20, 1985, by and between the Robinson Estate, as Seller, and Waitec Development, Inc., a Hawai'i corporation, as Purchaser, and under that certain Memorandum of Agreement to Sell and Purchase (1,171.026 Acres), dated February 28, 1986, recorded at the Bureau of Conveyances of the State of Hawai'i in Liber 19325, Page 108, do hereby consent to the execution of this Amendment to Declaration of Conditions and

Consent, and consent to the recordation of this Amendment to Declaration of Conditions and Consent in the Bureau of Conveyances of the State of Hawai'i, provided, however, that this Amendment to Declaration of Conditions and Consent and the conditions imposed by the Commission shall not affect the interest of the Robinsons.

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

IN WITNESS WHEREOF, the undersigned have hereunto caused this instrument to be duly executed and acknowledged this 10th day of December, 1997.

HALEKUA DEVELOPMENT CORPORATION,
a Hawai'i corporation

By 

Its Vice Pres + T/S

-Halekua-

AMENDMENT TO DECLARATION
OF CONDITIONS AND CONSENT

HRT, LTD.,
a Maryland corporation,
formerly a Hawai'i corporation

REV
By *[Signature]*
Its *President*

-HRT-

HRT, LTD.,
a Maryland corporation,
formerly a Hawai'i corporation

REV
By *[Signature]*
Its *President*

HONOLULU LIMITED,
a Maryland Corporation,
formerly a Hawai'i corporation

REV
By *[Signature]*
Its *Vice President*

300 CORPORATION,
a Maryland corporation,
formerly a Hawai'i corporation

REV
By *[Signature]*
Its *President*

-Industrial Park Owners-

AMENDMENT TO DECLARATION
OF CONDITIONS AND CONSENT

CAROLINE J. ROBINSON LIMITED
PARTNERSHIP, a Hawai'i limited
partnership

By FIRST HAWAIIAN BANK

By *Allan Zambito*
Its VICE PRESIDENT

Managing Agent for the
Caroline J. Robinson Limited
Partnership

-Robinsons-

AMENDMENT TO DECLARATION
OF CONDITIONS AND CONSENT

J.L.P. ROBINSON LIMITED
PARTNERSHIP, a Hawai'i limited
partnership

By *W. Whitt Eder*
Its Managing Agent

-Robinsons-

AMENDMENT TO DECLARATION
OF CONDITIONS AND CONSENT

BANK OF HAWAII, a Hawai'i Corporation, for its division PACIFIC CENTURY TRUST, successor by merger to Hawaiian Trust Company, Limited, a Hawai'i corporation, Trustee under the Will and of the Estate of FRANCES MITSUE MCWAYNE, DECEASED and Trustee under the Will and of the Estate of IWALANI AMELIA ROBINSON, DECEASED, and not Individually

By Anna Wicknesser
Its ASSISTANT VICE PRESIDENT

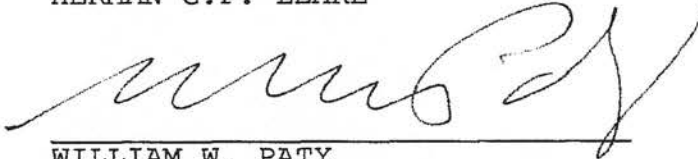
By Paulette Yoshida
Its VICE PRESIDENT

-Robinsons-

AMENDMENT TO DECLARATION
OF CONDITIONS AND CONSENT


WILLIAM RHETT TABER


HERMAN G.P. LEMKE


WILLIAM W. PATY

Trustees under the Will and of
the Estate of MARK ALEXANDER
ROBINSON, DECEASED, and
Trustees under DEED OF TRUST
OF MARK ALEXANDER ROBINSON AND
MARY KAPUAHAULANI HART ROBINSON
dated July 30, 1953

-Robinsons-

AMENDMENT TO DECLARATION
OF CONDITIONS AND CONSENT

BANK OF HAWAII, a Hawai'i
Corporation, for its division
PACIFIC CENTURY TRUST,
successor by merger to Hawaiian
Trust Company, Limited, a
Hawai'i corporation, Trustee
of the Trust created under TRUST
AGREEMENT NO. 90-01892, dated
November 19, 1985, and not
Individually

By John Wickeser
Its ASSISTANT VICE PRESIDENT

By David Clark
Its ASSISTANT VICE PRESIDENT

-Robinsons-

STATE OF HAWAI'I

)
) SS.
)

CITY AND COUNTY OF HONOLULU

On this 10th day of December, 1997, before me personally appeared RONALD K. WATASE, to me personally known, who, being by me duly sworn, did say that he is the Vice President/Treasurer of HALEKUA DEVELOPMENT CORPORATION, a Hawai'i corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

Elizabeth Umetsu

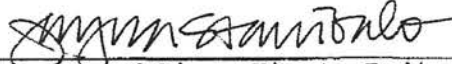
Elizabeth Umetsu
Notary Public, First Judicial
Circuit, State of Hawai'i.

My commission expires: 9/27/01

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 26th day of February, 1999, before me personally appeared ALVIN AWAYA, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of HRT, LTD., a Maryland corporation, formerly a Hawai'i corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.


L.S.


Notary Public, First Judicial
Circuit, State of Hawai'i.
Jayna S. Tambalo
My commission expires: 01-30-2000

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 26th day of February, 1999, before me personally appeared ALVIN AWAYA, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of HONOLULU LIMITED, a Maryland corporation, formerly a Hawai'i corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.


L.S.


Notary Public, First Judicial
Circuit, State of Hawai'i.
Jayna S. Tambalo
My commission expires: 01-30-2000

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

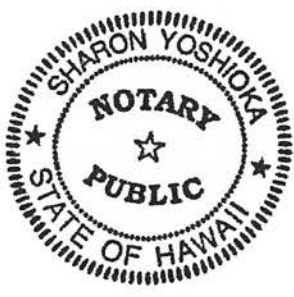
On this 26th day of February, 1999, before me personally appeared ALVIN AWAYA, to me personally known, who, being by me duly sworn, did say that he is the PRESIDENT of 300 CORPORATION, a Maryland corporation, formerly a Hawai'i corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation.

L.S.


Notary Public, First Judicial
Circuit, State of Hawai'i.
Jayna S. Tambalo
My commission expires: 01-30-2000

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

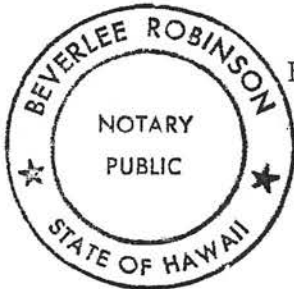
On this 4th day of February, 1998, before me personally appeared ALLAN ZAWTOCKI, to me personally known, who, being by me duly sworn, did say that he is the VICE PRESIDENT of FIRST HAWAIIAN BANK, a Hawai'i corporation, Managing Agent for the Caroline J. Robinson Limited Partnership, a Hawai'i limited partnership; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officer acknowledged said instrument to be the free act and deed of said corporation as such Managing Agent of said limited partnership.



Sharon Yoshioka
Notary Public, First Judicial
Circuit, State of Hawai'i.
Sharon Yoshioka
My commission expires: 6/10/2000

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 6th day of February, 1998, before me personally appeared Wm Rhett Taber, to me personally known, who, being by me duly sworn, did say that he is the Managing Agent for the J.L.P. ROBINSON LIMITED PARTNERSHIP, a Hawai'i limited partnership; that the foregoing instrument was signed in the name of and on behalf of said partnership, and said agent acknowledged that he executed the same as his free act and deed and as the free act and deed of said partnership.



Beverlee Robinson
Beverlee Robinson Notary Public, First Judicial
Circuit, State of Hawai'i.

My commission expires: January 24, 2000

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 1st day of April 1998, before me personally appeared FAULETTE YOSHIDA and JONNA WICKESER, to me personally known, who, being by me duly sworn, did say that they are the ASSISTANT VICE PRESIDENT and VICE PRESIDENT of BANK OF HAWAII, a Hawai'i Corporation, for its division PACIFIC CENTURY TRUST, successor by merger to Hawaiian Trust Company, Limited, a Hawai'i corporation, Trustee under the Will and of the Estate of FRANCES MITSUE MCWAYNE, DECEASED and Trustee under the Will and of the Estate of IWALANI AMELIA ROBINSON, DECEASED, that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of said corporation as such Trustee.

L. S.

Marsha Dale Ellis

Marsha Dale Ellis
Notary Public, First Judicial
Circuit, State of Hawai'i.

My commission expires: JULY 7, 2000

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this _____ day of FEB - 6 1998, 1998, before me personally appeared WILLIAM RHETT TABER, HERMAN G.P. LEMKE and WILLIAM W. PATY, Trustees under the Will and of the Estate of MARK ALEXANDER ROBINSON, DECEASED, and Trustees under DEED OF TRUST OF MARK ALEXANDER ROBINSON AND MARY KAPUAHAULANI HART ROBINSON dated July 30, 1953, to me known to be the persons described in and who executed the foregoing instrument, and acknowledged that they executed the same as their free act and deed and as their free act and deed as such Trustees.



Johannette Rowley
Johannette Rowley, Notary Public, First Judicial
Circuit, State of Hawai'i.

My commission expires: July 21, 2000

STATE OF HAWAI'I

)
) SS.
)

CITY AND COUNTY OF HONOLULU

On this 1st day of April, 1998, before me personally appeared IONNA WICKESSER and RACHEL S. UEHARA, to me personally known, who, being by me duly sworn, did say that they are the ASSISTANT VICE PRESIDENT and ASSISTANT VICE PRESIDENT of BANK OF HAWAII, a Hawai'i Corporation, for its division PACIFIC CENTURY TRUST, successor by merger to Hawaiian Trust Company, Limited, a Hawai'i corporation, Trustee of the Trust created under TRUST AGREEMENT NO. 90-01892, dated November 19, 1985; that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors and said officers acknowledged said instrument to be the free act and deed of said corporation as such Trustee.

Marsha Dale Ellis
Marsha Dale Ellis Notary Public, First Judicial Circuit, State of Hawai'i.

L.S.

My commission expires: JULY 7, 2000

DESCRIPTION

LOT 4-A

Being portions of Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau and Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani

Situated on the Easterly side of Kunia Road

At Hoaeae and Waikele, Ewa, Oahu, Hawaii

Beginning at the South corner of this parcel of land, being also the West corner of Lot 1 of Royal Kunia Subdivision, Lot J (File Plan 2078) and on the Easterly side of Kunia Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "EWA CHURCH" being 3360.76 feet North and 20305.93 feet West, thence running by azimuths measured clockwise from True South:

1. 157° 57' 30" 654.05 feet along the Easterly side of Kunia Road;
2. Thence along the Easterly side of Kunia Road, on a curve to the left with a radius of 5759.60 feet, the azimuth and distance of the chord being:
157° 07' 169.21 feet;
3. 156° 16' 30" 2440.00 feet along the Easterly side of Kunia Road;
4. 246° 16' 30" 2766.02 feet along the remainder of Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau;
5. 232° 16' 589.74 feet along the remainders of Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau and Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
6. 187° 16' 779.25 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
7. 144° 44' 1380.32 feet along the remainders of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani and Royal Patent 4490, Land Commission Award 10474, Apana 9 to N. Namaau;
8. 235° 58' 37" 3116.32 feet along Lot 2 of Kunia 665 Reservoir (File Plan 2147);
9. Thence along Lot 2 of Kunia 665 Reservoir (File Plan 2147), on a curve to the left with a radius of 100.00 feet, the azimuth and distance of the chord being:
239° 02' 32" 167.61 feet;

EXHIBIT " A "

DESCRIPTION
LOT 4-A
PAGE 2 OF 5

10.	312° 44' 30"	117.78 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
11.	341° 57'	209.13 feet along U.S. Naval Reservation (Civil 759);
12.	7° 33'	84.25 feet along U.S. Naval Reservation (Civil 759);
13.	351° 00'	85.00 feet along U.S. Naval Reservation (Civil 759);
14.	323° 43'	129.80 feet along U.S. Naval Reservation (Civil 759);
15.	354° 17' 30"	89.00 feet along U.S. Naval Reservation (Civil 759);
16.	91° 42'	194.20 feet along U.S. Naval Reservation (Civil 759);
17.	82° 38' 30"	168.95 feet along U.S. Naval Reservation (Civil 759);
18.	12° 12' 30"	106.20 feet along U.S. Naval Reservation (Civil 759);
19.	282° 57' 30"	417.43 feet along U.S. Naval Reservation (Civil 759);
20.	301° 59'	167.40 feet along U.S. Naval Reservation (Civil 759);
21.	336° 24'	45.50 feet along U.S. Naval Reservation (Civil 759);
22.	14° 39' 30"	80.00 feet along U.S. Naval Reservation (Civil 759);
23.	29° 00'	96.50 feet along U.S. Naval Reservation (Civil 759);
24.	54° 29'	75.92 feet along U.S. Naval Reservation (Civil 759);
25.	73° 08' 30"	99.80 feet along U.S. Naval Reservation (Civil 759);
26.	88° 47'	231.45 feet along U.S. Naval Reservation (Civil 759);
27.	71° 20'	207.05 feet along U.S. Naval Reservation (Civil 759);
28.	107° 54' 30"	180.91 feet along U.S. Naval Reservation (Civil 759);
29.	93° 02'	180.90 feet along U.S. Naval Reservation (Civil 759);
30.	73° 31'	159.72 feet along U.S. Naval Reservation (Civil 759);
31.	48° 14'	112.24 feet along U.S. Naval Reservation (Civil 759);
32.	351° 50'	103.80 feet along U.S. Naval Reservation (Civil 759);
33.	300° 02'	91.93 feet along U.S. Naval Reservation (Civil 759);

DESCRIPTION
LOT 4-A
PAGE 3 OF 5

34.	283° 34'	237.16 feet along U.S. Naval Reservation (Civil 759);
35.	295° 18' 30"	268.76 feet along U.S. Naval Reservation (Civil 759);
36.	268° 12'	241.27 feet along U.S. Naval Reservation (Civil 759);
37.	292° 58'	122.27 feet along U.S. Naval Reservation (Civil 759);
38.	278° 26'	139.63 feet along U.S. Naval Reservation (Civil 759);
39.	285° 12' 30"	136.80 feet along U.S. Naval Reservation (Civil 759);
40.	296° 51' 30"	128.75 feet along U.S. Naval Reservation (Civil 759);
41.	322° 24'	345.20 feet along U.S. Naval Reservation (Civil 759);
42.	339° 45'	285.90 feet along U.S. Naval Reservation (Civil 759);
43.	334° 15' 30"	358.90 feet along U.S. Naval Reservation (Civil 759);
44.	14° 54' 30"	41.50 feet along U.S. Naval Reservation (Civil 759);
45.	22° 33'	521.50 feet along U.S. Naval Reservation (Civil 759);
46.	19° 49' 30"	274.50 feet along U.S. Naval Reservation (Civil 759);
47.	28° 36'	103.60 feet along U.S. Naval Reservation (Civil 759);
48.	359° 04'	106.30 feet along U.S. Naval Reservation (Civil 759);
49.	332° 09'	239.90 feet along U.S. Naval Reservation (Civil 759);
50.	324° 45' 30"	187.90 feet along U.S. Naval Reservation (Civil 759);
51.	341° 14'	89.70 feet along U.S. Naval Reservation (Civil 759);
52.	70° 00'	931.87 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
53.	8° 00'	792.41 feet along the remainder of Royal Patent 4486, Apana 1, Mahele Award 4 to Luluhiwalani;
54.	32° 00'	80.00 feet along Lot 5 of Royal Kunia Subdivision, Increment B (File Plan 2121);
55.	302° 00'	172.00 feet along Lot 5 of Royal Kunia Subdivision, Increment B (File Plan 2121);

DESCRIPTION
LOT 4-A
PAGE 4 OF 5

56. Thence along Lot 5 of Royal Kunia Subdivision, Increment B (File Plan 2121), on a curve to the right with a radius of 20.00 feet, the azimuth and distance of the chord being:
347° 00' 28.28 feet;
57. 32° 00' 108.57 feet along Lot 5 of Royal Kunia Subdivision, Increment B (File Plan 2121);
58. Thence along Lot 5 of Royal Kunia Subdivision, Increment B (File Plan 2121), on a curve to the right with a radius of 972.00 feet, the azimuth and distance of the chord being:
39° 30' 253.74 feet;
59. 47° 00' 760.02 feet along Lot 5 of Royal Kunia Subdivision, Increment B (File Plan 2121);
60. Thence along Lot 5 of Royal Kunia Subdivision, Increment B (File Plan 2121), on a curve to the right with a radius of 972.00 feet, the azimuth and distance of the chord being:
49° 59' 101.18 feet;
61. 52° 58' 2764.54 feet along Lots 5 and 4 of Royal Kunia Subdivision, Increment B (File Plan 2121);
62. 67° 57' 30" 700.00 feet along Lot 4 of Royal Kunia Subdivision, Increment B (File Plan 2121) to the point of beginning and containing an Area of 503.886 Acres.

Subject, however, to the following Easements:

Easement 10 (60-feet wide) for Road and Utility Purposes (Oahu Sugar Lease)

Easement 11 (60-feet wide) for Road Purposes (Oahu Sugar Lease)

Easement 13 (10-feet wide) for Power Line Purposes (Oahu Sugar Lease)

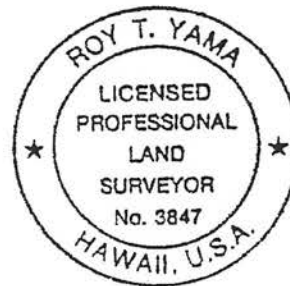
Easement 14 (60-feet wide) for Road and Utility Purposes (Oahu Sugar Lease)

DESCRIPTION
LOT 4-A
PAGE 5 OF 5

Hawaiian Electric Company Powerline
Easement (25-feet wide) as shown in Liber
3381, Page 336

Subject, also, to a 22-foot Roadway Setback
Line along Kunia Road

ParEn, Inc. dba PARK ENGINEERING



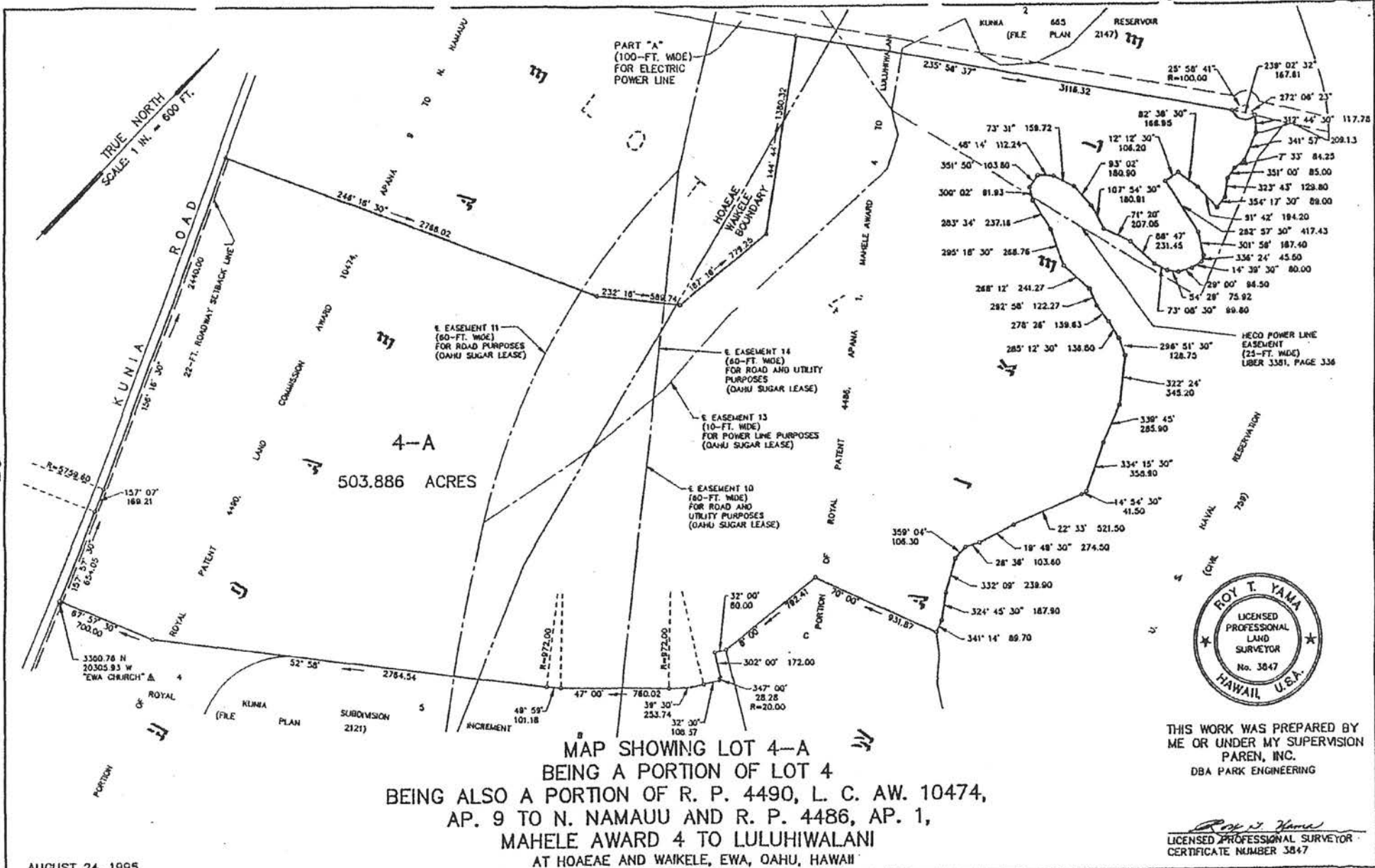
Roy T. Yama

Licensed Professional Surveyor
Certificate Number 3847

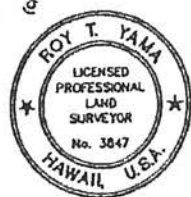
Kawaiahao Plaza, Hale Mauka
567 South King Street, Suite 300
Honolulu, Hawaii 96813-3036

August 24, 1995

Tax Map Key: 9-4-02: Por. of 1 and 52



MAP SHOWING LOT 4-A
 BEING ALSO A PORTION OF LOT 4
 BEING ALSO A PORTION OF R. P. 4490, L. C. AW. 10474,
 AP. 9 TO N. NAMAUU AND R. P. 4486, AP. 1,
 MAHELE AWARDS 4 TO LULUHIWALANI
 AT HOEAE AND WAIKELE, EWA, OAHU, HAWAII



THIS WORK WAS PREPARED BY
 ME OR UNDER MY SUPERVISION
 PAREN, INC.
 DBA PARK ENGINEERING

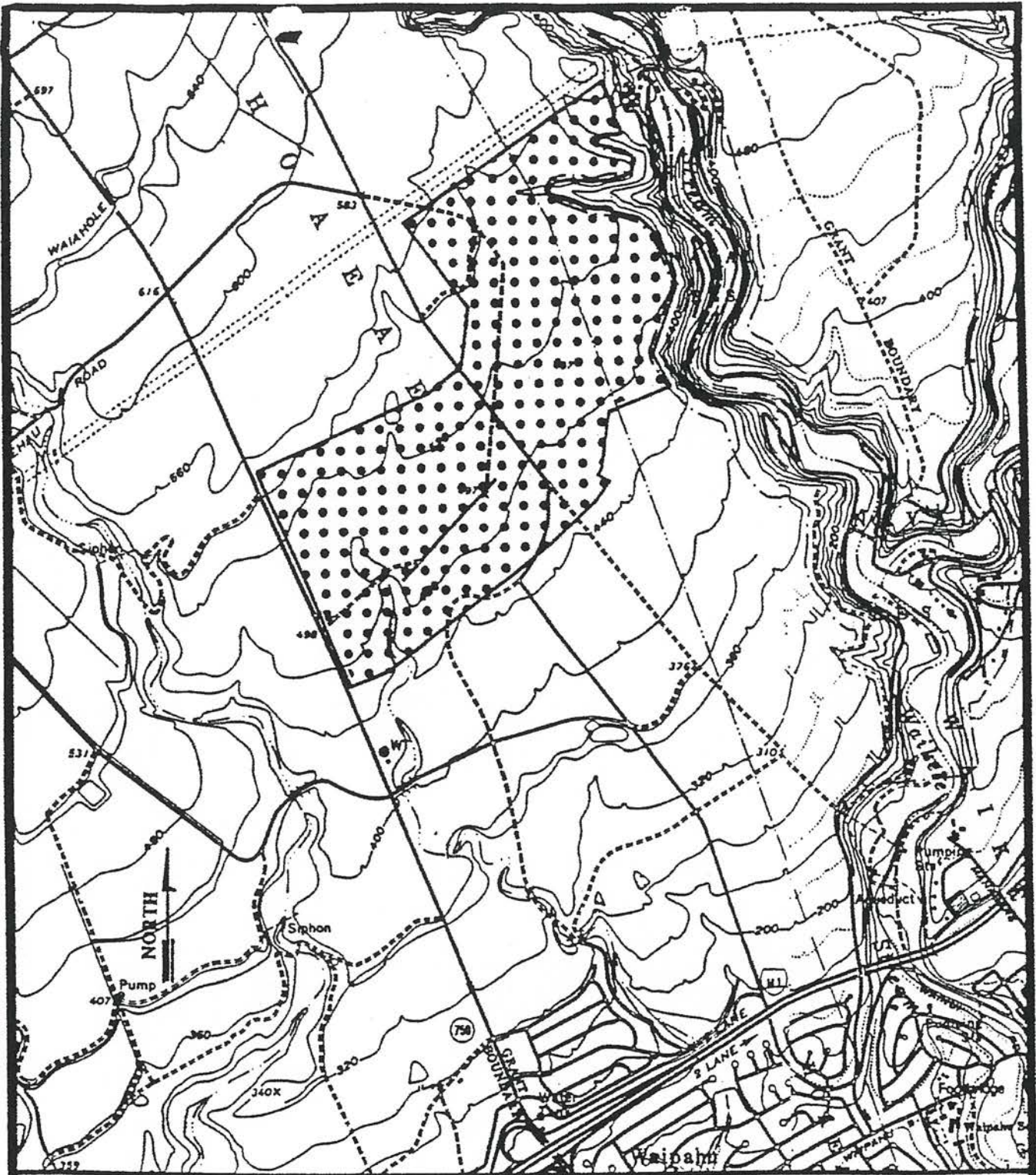
Roy T. Yama
 LICENSED PROFESSIONAL SURVEYOR
 CERTIFICATE NUMBER 3847

PAREN, INC.
 DBA PARK ENGINEERING
 KAWAIAHAO PLAZA SUITE 300
 367 S. WARD ST. HONOLULU, HAWAII

AUGUST 24, 1995
 TAX MAP KEY: 9-4-02: POR. OF 1 & 52

27

V:\14101\KUNIA\KUNIA\OAHU\A\30181



DOCKET NO. A92 - 683 / HALEKUA DEVELOPMENT CORPORATION, a Hawai'i Corporation

LOCATION MAP

TAX MAP KEY: 9-4-02 1, por. 52, 70, & 71

WAIKALE-HO'AE'AE, 'EWA, O'AHU, HAWAII



APPROVED AREA

SCALE: 1" = 2,000 ft. ±



O'AHU

EXHIBIT B

CONDITIONS IMPOSED BY LAND USE COMMISSION
DOCKET NO. A92-683
AMENDED FINDINGS OF FACT,
CONCLUSIONS OF LAW, AND DECISION AND ORDER

The following are the conditions imposed by the Land Use Commission for Halekua Development Corporation's (hereinafter "Petitioner") amendment of the Land Use District boundary for all of that certain property comprising an area of approximately 503.886 acres, situated at Waikele and Ho`ae`ae, `Ewa, O`ahu, City and County of Honolulu, Hawai`i, Tax Map Key Nos.: 9-4-02: 1, Portion of 52, 70 and 71:

1. Petitioner shall provide affordable housing opportunities for low to moderate income residents of the State of Hawai`i to the satisfaction of the City and County of Honolulu. The location and distribution of the affordable housing and other provisions for affordable housing shall be under such terms as are mutually agreeable to the Petitioner and the City and County of Honolulu.

2. Petitioner shall fund, design, and construct the local and regional transportation improvements necessitated by the proposed development, on a pro rata basis, and as determined and approved by the State Department of Transportation and the City and County of Honolulu, Department of Transportation Services, including without limitation the dedication of any rights-of-way to the State or County. Petitioner shall also be required to provide the following:

- A. All of the other improvements needed (which will not be provided by the Village Park and Royal Kunia, Phase I projects) to make Kunia Road a 4-lane highway with auxiliary lanes for both left and right turning movements (between Kunia Interchange and the northernmost boundary of Royal Kunia, Phase II) and a third northbound lane between Kunia Interchange and the north Kupuna Loop intersection.
- B. A report that analyzes the impact of the proposed Phase II project's traffic on the Kunia Interchange and evaluate alternatives that will mitigate the impacts.
- C. Plans for construction work within the State highway right-of-way must be submitted to DOT, Highways Division for review and approval.

Agreement by the State Department of Transportation on the level of funding and participation shall be obtained prior to the Petitioner applying for county zoning.

3. Petitioner, at no cost to the State, shall appoint a permanent transportation manager whose function is the formulation, use, and continuation of alternative transportation opportunities that would optimize the use of existing and proposed transportation systems. In the alternative, Petitioner may participate in a regional program for transportation management with other developers and/or landowners. This program shall address the transportation opportunities that would optimize the use of existing and proposed transportation systems. Either option will continue to be in effect unless otherwise directed by the State Department of Transportation. The program for either option

shall be reviewed and approved by the State Department of Transportation prior to implementation. The transportation manager or Petitioner shall conduct a yearly evaluation of the program's effectiveness and shall make a written report of its evaluation available to the State Department of Transportation for program review and modification, if necessary.

4. Petitioner shall monitor the traffic attributable to the proposed Project at on-site and off-site locations and shall undertake subsequent mitigative measures that may be deemed to be required by Petitioner, the State Department of Transportation, or the City and County of Honolulu. The mitigative measures shall be coordinated with and approved by the State Department of Transportation and the City and County of Honolulu.

5. Petitioner shall cooperate with the State Department of Health and the City and County of Honolulu Department of Public Works to conform to the program goals and objectives of the Integrated Solid Waste Management Act, Chapter 342G, Hawai'i Revised Statutes, in accordance with a schedule satisfactory to the Department of Health and the City and County of Honolulu.

6. Petitioner shall contribute to the development, funding, and/or construction of school facilities on a pro rata basis as a result of the development on the Property, as determined by and to the satisfaction of the Department of Education (DOE). Agreement by DOE on the level of funding and participation shall be obtained prior to Petitioner applying for county zoning.

7. Petitioner shall coordinate with the Honolulu Board

of Water Supply and the Department of Land and Natural Resources to obtain the required water for the project. In the event that water is not available from existing sources due to insufficient supply, Petitioner shall fund and develop the necessary water source, storage, and transmission systems and facilities.

8. Petitioner shall participate, on a pro rata basis, in the funding for construction and installation of appropriate civil defense measures as determined by State and City civil defense agencies.

9. Petitioner shall erect a chain link fence along the eastern boundary of the Property that is common with the Waikele Branch of Naval Magazine, Lualualei.

10. Petitioner shall clear and maintain the land situated within 20 feet of the eastern boundary of the Property, free of trees and vegetation taller than eight inches high.

11. Petitioner shall coordinate with the State Department of Health and the City and County of Honolulu to establish appropriate systems to contain spills and prevent materials, such as petroleum products, chemicals, solvents or other pollutants from leaching into the storm drainage system and adversely affecting the groundwater and coastal waters.

12. Petitioner shall participate in the funding and construction of adequate wastewater treatment, transmission and disposal facilities, on a pro rata basis, as determined by the State Department of Health and the City and County Department of Public Works.

13. Petitioner shall implement effective soil erosion and dust control measures both during and after construction to the satisfaction of the State Department of Health.

14. Petitioner shall participate in an air quality monitoring program as specified by the State Department of Health.

15. Petitioner shall provide notification to all owners and occupants of the Property of the potential odor, noise, and dust pollution resulting from surrounding Agricultural District lands, and that the Hawai'i Right-to-Farm Act, Chapter 165, Hawai'i Revised Statutes, limits the circumstances under which pre-existing farming activities may be deemed a nuisance.

16. Petitioner shall provide drainage improvements for the subject project and shall coordinate off-site improvements with adjoining landowners and developers, and/or other Federal, State, and City agencies.

17. Should any archaeological resources such as artifacts, shell, bone or charcoal deposits, human burials, or rock or coral alignments, paving or walls of historic or prehistoric significance be encountered during the development of the Property, Petitioner shall immediately stop work on the impacted area and contact the Historic Preservation Division of the State of Hawai'i Department of Land and Natural Resources.

18. Petitioner shall obtain Development Plan approvals from the City and County of Honolulu within five (5) years from the date of this Order.

19. Petitioner shall convey the agricultural park to the

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

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

21. In reliance upon Petitioner's representation that it will develop the Project on his own and in its entirety, the Petitioner shall obtain the prior approval from the Land Use Commission before it can sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Property or Project covered by the approved Petition.

Petitioner shall request the prior approval from the Land Use Commission to alter the ownership interest in the Property or Project by filing a motion to request approval to alter ownership interest and supporting affidavits that will provide relevant information, including without limitation (1) the name(s) and address(es) of the prospective owner(s) or real party(ies) in interest; (2) the reason for the alteration of ownership interest; (3) any information related to any proposed change in the representations made by Petitioner to the Commission and in its Petition filed pursuant to section 15-15-50, Hawai'i Administrative Rules, including without limitation any information pertaining to

the financial capabilities of the prospective owner(s) to proceed with the Project as set forth in section 15-15-50(8); and, (4) a written acknowledgement and affirmation of the prospective owner(s) that the prospective owner(s) shall comply with all of the conditions in this Order.

22. Petitioner shall promptly provide without any prior notice, annual reports to the Land Use Commission, the Office of Planning, and the City and County of Honolulu Planning Department in connection with the status of the Project and Petitioner's progress in complying with the conditions imposed. The annual reports shall summarize: (1) Petitioner's progress in complying with the conditions imposed; and (2) changes to the Project as represented to the Land Use Commission. The annual report shall also include a written statement from each state and county agency affected by these conditions that Petitioner's representations in the annual report related to the respective state or county agency being affected is true and accurate.

23. The Land Use Commission may fully or partially release these conditions as to all or any portions of the Property upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.

Adequate assurance of satisfaction may be evidenced by execution of a certificate of satisfaction in recordable form stating that such condition has been satisfied, in whole or in part. The Office of Planning will certify for itself and all state departments and agencies, and the City and County of Honolulu

Planning Department will certify for itself and all county departments and agencies. Any other party to the boundary amendment proceeding may be asked to indicate whether they concur in the certification of satisfaction.

24. Within 7 days of the issuance of the Commission's Decision and Order for the subject reclassification, Petitioner shall (1) record with the Bureau of Conveyances a statement to the effect that the Property is subject to conditions imposed by the Land Use Commission in the reclassification of the Property; and (2) shall file a copy of such recorded statement with the Commission.

25. Petitioner shall record the conditions imposed by the Commission with the Bureau of Conveyances pursuant to Section 15-15-92, Hawai'i Administrative Rules.

BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Petition of
HALEKUA DEVELOPMENT
CORPORATION, a Hawaii corporation

DOCKET NO. A92-683

CERTIFICATE OF SERVICE

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

CERTIFICATE OF SERVICE

I hereby certify that a filed copy of the foregoing document was served upon the
following by either hand delivery or depositing the same in the U.S. Postal Service, postage
prepaid, as noted:

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DATED: Honolulu, Hawaii, September 25, 2020.



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