

**Derek B. Simon**

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**From:** David Tanoue <DavidT@rmtowill.com>  
**Sent:** Wednesday, August 26, 2020 2:43 PM  
**To:** Del; Stephen Mau; Jennifer A. Lim  
**Cc:** 'Giorgio Caldarone'; Norm Tatch; Jon Wallenstrom  
**Subject:** FW: Royal Kunia Phase II - Motion by Haseko  
**Attachments:** 2020-08-24 - A92-683 Haseko Mtn for Order Amending FOF COL.doc; Verification Affidavit of Janice Fujimoto.docx; Certificate of Service - Mtn for Order Amending FOF COL.doc; RP2 Statement in Support.docx; Exhibits - Haseko Motion (missing Exh E).pdf

Folks,

FYI, attached is draft copy of the DOA's motion to amend D&O re the MOU between DOA and RP2.

Thanks. David

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David K. Tanoue / Vice President  
2024 N. King Street, Suite 200  
Honolulu, Hawaii 96819  
(808) 842-1133



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**From:** Fujimoto, Janice  
**Sent:** Wednesday, August 26, 2020 1:32 PM  
**To:** David Tanoue  
**Cc:** Gordon Ring ; Brent Nakaoka ; Saiki, Kirk I  
**Subject:** Fw: Royal Kunia Phase II - Motion by Haseko

**CAUTION:** External Email

Hi David -

Attached is the draft LUC motion for RP2 and Haseko to review. Could you please forward to Haseko, and any other pertinent parties? Thank you so much.

Please note that there may be minor tweaks to the document(s). Office of Planning and HDOA will be reviewing these documents simultaneously with you and Haseko. An advance copy will also go to LUC staff later.

The motion does two things:

1. Recognizes Haseko as the new owner.
2. Incorporates the 4th MOU into the Orders so the deadlines are incorporated.

The way it's been explained to me is that Haseko will file as the new owner and RP2 will file a Statement of Support. HDOA can file a similar statement and will sign off on the Verification of the Exhibits. The package is currently missing Exhibit "E" which is the deed coming from RP2.

LUC is holding September 24, 2020 as our Zoom hearing date. Our AG is targeting September 4, 2020 for submission to LUC. As such, please provide any comments from RP2 and Haseko by Tuesday, September 1, 2020.

Thanks, David!

-Janice

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Attorneys for Successor Petitioner (to Parcel 71)  
HASEKO ROYAL KUNIA, LLC

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAI'I

In the Matter of the Petition of

HALEKUA DEVELOPMENT  
CORPORATION, a Hawai'i Corporation

Plaintiff,

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

DOCKET No. A92-683

SUCCESSOR PETITIONER (TO  
PARCEL 71) HASEKO ROYAL  
KUNIA, LLC'S MOTION FOR  
ORDER AMENDING THE  
AMENDED FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
DECISION AND ORDER FILED ON  
OCTOBER 1, 1996;  
MEMORANDUM IN SUPPORT OF  
MOTION; VERIFICATION  
AFFIDAVIT OF JANICE  
FUJIMOTO; EXHIBITS "A" – "G";  
CERTIFICATE OF SERVICE

**SUCCESSOR PETITIONER (TO PARCEL 71)  
HASEKO ROYAL KUNIA, LLC'S MOTION FOR ORDER AMENDING  
THE AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
DECISION AND ORDER FILED ON OCTOBER 1, 1996**

**I. RELIEF AND ORDER SOUGHT**

Successor Petitioner, as to the portion of the Petition Area identified as Tax Map Key No. (1) 9-4-02: 071 ("Parcel 71"), HASEKO ROYAL KUNIA, LLC, by and through its undersigned legal counsel, hereby requests that the STATE OF HAWAI'I LAND, USE COMMISSION (the

“Commission”):

(1) recognize Haseko Royal Kunia, LLC as the Successor Petitioner and owner of Parcel 71 with standing to seek and obtain the relief requested herein; and

(2) issue an order modifying the Commission’s *Findings of Fact, Conclusions of Law, and Decision and Order* dated December 9, 1993 (“1993 Order”), as amended by the October 1, 1996 *Amended Findings of Fact, Conclusions of Law, and Decision and Order* (“1996 Order”), as amended by the Commission’s October 7, 2013 *First Amendment to the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996* (“2013 Order”), and that certain *Order Granting Successor Petitioner (to Parcel 52), Ho‘Ohana Solar 1, LLC’s Motion for Order Amending the Amended Findings of Fact and Conclusions of Law, and Decision and Order Filed on October 1, 1996* dated January 28, 2015 (“2015 Order”) made by the Commission (collectively “Orders”), to expressly authorize, adopt and order the proposed design and construction of certain off-site infrastructure to the State Agricultural Park<sup>1</sup> and deadlines for such design and construction, all as detailed in the Fourth Amendment to Amendment and Restatement of Memorandum of Understanding dated March 16, 2020 agreed by Haseko’s predecessor, RP2 Ventures, LLC. *See* Exhibit “A”.

## **II.            GROUNDS FOR MOTION**

This motion is made pursuant to Chapter 205, Hawai‘i Revised Statutes (“HRS”) and §§ 15-15-70 and 15-15-94 of Title 15, Subtitle 3, Chapter 15 of the Hawai‘i Administrative Rules (“HAR”), the other authorities and arguments stated in the attached Memorandum in Support of Motion, and the pleadings and files herein.

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<sup>1</sup> The State Agricultural Park consists of 150 acres conveyed by Warranty Deed with Reversion dated February 23, 2004, recorded in the Bureau of Conveyances of the State of Hawai‘i as Document No. 2004-040601.



Pursuant to HAR § 15-15-70(c), Haseko Royal Kunia, LLC requests a hearing on this motion.

DATED: Honolulu, Hawaii, \_\_\_\_\_ 2020.

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Attorneys for Successor Petitioner (to Parcel 71)  
HASEKO ROYAL KUNIA, LLC

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

In the Matter of the Petition of  
  
HALEKUA DEVELOPMENT  
CORPORATION, a Hawai'i Corporation

Plaintiff,

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

DOCKET No. A92-683

MEMORANDUM IN SUPPORT OF  
MOTION

**MEMORANDUM IN SUPPORT OF MOTION**

**I. IDENTIFICATION OF PETITION AREA AND BACKGROUND**

By the *Findings of Fact, Conclusions of Law, and Decision and Order* dated December 9, 1993 ("1993 Order"), amended by the *Amended Findings of Fact, Conclusions of Law, and Decision and Order* dated October 1, 1996 ("1996 Order"), and further amended by the State of Hawai'i Land Use Commission's ("Commission") October 7, 2013 *First Amendment to the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996* ("2013 Order") (collectively "Orders") the State of Hawaii Land Use Commission reclassified approximately 503.886 acres of land situate at Waikele and Ho'ae'ae, 'Ewa, O'ahu (the "Petition Area"), from the State Land Use ("SLU") Agricultural District to the SLU Urban District, subject to 25 conditions of approval, for the development of the Royal Kunia Phase II Project.

The Petition Area is located approximately 1.2 miles north of the Kunia Interchange of

Interstate Route H-1. The property is bounded on the east by the Waikele Stream, on the south by the Royal Kunia Phase I residential development, on the west by Kunia Road, and on the northwest by a 150-acre State Agricultural Park (“State Ag Park”). *See* Exhibit “B” (map of the Petition Area).

A. PARCEL 71

Tax Map Key No. (1) 9-4-002:071 (“Parcel 71”), consisting of approximately 161.335 acres, is within the Petition Area. On October 3, 2017, the fee owner of Parcel 71, Canpartners IV Royal Kunia Property LLC, notified the Commission that it had sold Parcel 71 to RP2 Ventures, LLC (“RP2”). *See* Exhibit “C”. The Warranty Deed evidencing the sale was recorded in the State of Hawai‘i Bureau of Conveyances on October 3, 2017 as Doc. No. A-64850097 *See* Exhibit “D”. Thereafter, Parcel 71 was sold and conveyed to the present successor, Haseko Royal Kunia, LLC (“Haseko” or “Successor Petitioner”). Attached hereto as Exhibit “E” is the \_\_\_\_\_ evidencing the sale recorded in the State of Hawai‘i Bureau of Conveyances on August 12, 2020 as Doc. No. \_\_\_\_\_.

Haseko is also the owner of Parcels 70 and 78 (TMK Nos. 9-4-002:070 & 078) for a total of 211.32 acres of the Petition Area.

B. STATE AG PARK

At the time of the 1996 Order, Halekua had agreed with the DOA that in the event that Halekua’s Petition for DBA was granted, Halekua would convey free and clear title to the 150 acres for the agricultural park to be subdivided into a number of agricultural lots to be farmed by individual farmers, upon the earlier of six months after receiving the necessary land use approvals from the State of Hawai‘i and the City and County of Honolulu, or by December 31, 1997, whichever was soonest. *See* Exhibit “G” (1996 Order, p. 21, ¶ 86 – Findings of Fact).

The conveyance of the Kunia Agricultural Park land was pursuant to a Memorandum of

Understanding (“MOU”), dated March 30, 1993, by and between Halekua and the Department of Agriculture of the State of Hawai‘i (“DOA”), whereby Halekua agreed to convey 150 acres of land to the State of Hawai‘i for the purpose of establishing the Kunia Agricultural Park. *See* Exhibit “G” (1996 Order, p. 21, ¶ 87).

Pursuant to the MOU, Halekua also agreed to design and construct off-site infrastructure improvements for the agricultural park including off-site roadways, potable and irrigation water lines, and sewer lines and other utility connections, up to the property boundary of the agricultural park at no cost to the DOA no later than June 30, 2001. *See* Exhibit “G” (1996 Order, p. 21, ¶ 88).

Condition No. 19 of the 1996 Order required Petitioner to 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 MOU. *See* Exhibit “G” (1996 Order, p. 21, ¶ 89).

Accordingly, the State Ag Park, was conveyed by the original petitioner to the State of Hawai‘i (“State”) by Warranty Deed with Reversion, recorded in the Bureau of Conveyances as Document No. 2004-040601 on February 27, 2004. *See* Exhibit “F”. The State Ag Park was not proposed for reclassification and remains in the SLU Agricultural District.

#### C. OFF-SITE INFRASTRUCTURE ORDER & MOU

Subsequent to the March 30, 1993 Memorandum of Understanding executed by Halekua and the State, there were five additional amendments which generally extended the time in which the owner of Parcel 71 could design and construct the intended off-site improvements to the State Ag Park. An Amendment and Restatement of Memorandum of Understanding was executed on March 2, 2007, a First Amendment to Amendment and Restatement of Understanding was executed on February 19, 2009, and a Second Amendment to Amendment and Restatement of Understanding was executed on September 20, 2012.



After the Second Amendment, on January 28, 2015, the Commission amended Condition 19 of the Orders to include a completion date of December 31, 2016 for the Off-site Infrastructure.<sup>2</sup> Specifically, the 2015 Order stated:

1. Royal Kunia Agricultural Park Offsite Infrastructure. Within six (6) months of the date of the Commission's Order, the landowner(s) within the Petition Area shall finalize an amendment to the Memorandum of Understanding (dated 1993 and subsequent amendments in 2007, 2009 and 2012) with the Department of Agriculture, and comply with this amended Memorandum of Understanding. This Memorandum shall require that off-site infrastructure to the State of Hawai'i's Kunia Agricultural Park be completed no later than December 31, 2016.

Exhibit "G" (2015 Order, page 53).

Pursuant to this amended order, the State entered into a Third Amended Memorandum of Understanding dated July 28, 2015, with then-owner, Canpartners IV Royal Kunia Property LLC, in order to acknowledge Canpartners as the successor in interest of Halekua Development Corporation and to revise the design plans and deadlines for the off-site infrastructure to the State Ag Park. Affidavit of Janice Fujimoto. The deadlines to complete the construction and installation of the off-site infrastructure passed on December 31, 2016, and the State was thereafter notified that Canpartners had sold its interest in Parcel 71 to RP2 in October 2017. *Id.* As a result, the State negotiated and entered into an amended MOU with Canpartners' successor, RP2.

The Fourth Amendment to Amendment and Restatement of Memorandum of Understanding dated March 16, 2020, by and between RP2 and the State, requires the State Ag Park infrastructure be completed by June 30, 2020. The Fourth Amendment states in relevant part:

E. RP2 to Design and Construct Certain Off-Site Infrastructure to the State Agricultural Park. RP2 shall design and construct off-site infrastructure

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<sup>2</sup> *Order Granting Successor Petitioner (to Parcel 52), Ho'Ohana Solar 1, LLC's Motion for Order Amending the Amended Findings of Fact and Conclusions of Law, and Decision and Order Filed on October 1, 1996.*

improvements for the State Agricultural Park including roadway, potable and irrigation water lines (exclusive of water commitment), and sewer lines and utility connections, up to the property boundary of the State Agricultural Park at no cost to the DOA. These off-site infrastructure improvements shall be sufficient to service the agricultural uses contemplated by the DOA for State Agricultural Park and shall be sufficient to service the maximum of fifty (50) agricultural farm dwellings or farm employee housing units (if the DOA determines that the same shall be a part of the State Agricultural Park). In connection therewith RP2 and the DOA agree as follows:

a. RP2 has prepared preliminary design plans for the off-site infrastructure necessary to provide the agreed upon roadway access, water, sewer, and other appropriate utility connections to the boundary of the State Agricultural Park to service the contemplated improvements on the State Agricultural Park in accordance with the preliminary site plan accepted by DOA by letter on March 31, 2015. RP2 shall obtain DOA approval for the off-site infrastructure no later than May 31, 2020, or such later date to which RP2 and the DOA shall mutually agree, which approval by the DOA shall not be unreasonably withheld or delayed. It is understood and accepted that RP2 shall be entitled to make such changes and modifications to the approved design plans as may be required to address and satisfy any comments made or issues raised by appropriate governmental agencies of the State of Hawai'i and/or City and County of Honolulu, with the further consent or approval of the DOA, which consent or approval shall not be unreasonably withheld or delayed.

b. After the DOA approves the offsite infrastructure plans, RP2 shall, at its sole cost and expense, (i) obtain all necessary governmental permits and approvals for construction of such off-site infrastructure, and (ii) arrange for and substantially complete the construction and installation of the off-site infrastructure to service the State Agricultural Park no later than February 28, 2021, and (iii) arrange for and complete the construction and installation of the remainder of the off-site infrastructure to service the State Agricultural Park no later than June 30, 2021, unless approved by DOA.

Exhibit "A", page 3.

When the State learned that RP2 was in the process of selling Parcel 71 to Haseko, it provided a copy of the Fourth Amendment to Haseko by mail on May \_\_\_\_\_, 2020, stating "the DOA expects RP2's successor to comply with the previously agreed upon terms." Affidavit of Janice Fujimoto. As of August 12, 2020, Haseko is the successor in interest to RP2 and is the current owner of Parcel 71.

**II. COMMISSION CRITERIA FOR A MOTION TO AMEND**

**A. AUTHORITY TO AMEND**

HAR § 15-15-94 provides in part as follows:

*(a) If a petitioner pursuant to this section, desires to have a modification of the commission's order, the petitioner shall file a motion in accordance with section 15-15-70 and serve a copy on all parties to the boundary amendment proceeding ... in which the order was issued, and to any person that may have a property interest in the subject property as recorded in the county's real property tax records at the time that the motion is filed.*

*(b) For good cause shown, the commission may act to modify or delete any of the conditions imposed or modify the commission's order.*

*(c) Any modification or deletion of conditions modifications to the commission's order shall follow the procedures set forth in subchapter 11.*

**B. SERVICE OF MOTION**

Under HAR § 15-15-94, a petitioner filing a motion to amend or delete conditions under HAR § 15-15-70 must serve a copy of the motion on all parties to the original boundary amendment proceeding in which the condition was imposed or the order was issued, and to any person who may have a property interest in the subject property as recorded in the County's real property tax records at the time that the motion is filed.

All owners of the following TMK Nos. in the Petition Area have been notified of this motion as follows:

<b>TMK Parcel</b>	<b>Acres</b>	<b>Owner</b>
9-4-002:052	161.023	Robinson Kunia Land LLC Long Term Ground Lease held by Ho'ohana Solar 1, LLC
9-4-002:001	123.71	HRT Realty, LLC <sup>3</sup>

<sup>3</sup> It is the Successor Petitioner's understanding that HRT Realty, LLC is under contract to sell



9-4-002:070	13.30	Haseko Royal Kunia, LLC
9-4-002:071	161.36	Haseko Royal Kunia, LLC
9-4-002:078	36.66	Haseko Royal Kunia, LLC
9-4-002:079	12.00	RKES LLC

Further, pursuant to *HAR* §15-15-48, a copy of this motion was also served on the State Office of Planning and the City and County of Honolulu Department of Planning and Permitting. As determined based on a review of the title reports for the Petition Area, all persons with a recorded interest in the Petition Area have been served with a copy of this Motion.

**III. SUMMARY AND CONCLUSION**

The Petition Area remains subject to the terms and conditions of the Orders, as amended.<sup>4</sup> At the request of the State of Hawaii Department of Agriculture, and for the foregoing reasons, Haseko hereby respectfully requests that: 1) the Commission recognize Haseko as the Successor Petitioner to Parcel 71 in this Docket A92-683, and thereby recognize and confirm Haseko's standing to bring this Motion and to seek the requested relief; and 2) incorporate the terms of the 2020 MOU entered into between RP2 and the State with regard to the design and construction of the off-site improvements to the State Ag Park.

The State and RP2 both support the relief requested herein and will be filing concurrent

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TMK No. 9-4-002:001 to Jupiter Investors II LLC. Therefore a copy of this motion has been provided to Jupiter Investors.

<sup>4</sup> See recorded Declaration of Conditions Imposed by the Land Use Commission, dated April 8, 1994, and Declaration of First Amendment to the Amended Findings of Fact, Conclusions of Law, and Decision and Order Filed on October 1, 1996, dated June 20, 2014.



statements noting their support of this motion.

DATED: Honolulu, Hawaii, \_\_\_\_\_ 2020.

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Attorneys for Successor Petitioner (to Parcel 71)  
HASEKO ROYAL KUNIA, LL C

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAI'I

In the Matter of the Petition of  
  
HALEKUA DEVELOPMENT  
CORPORATION, a Hawai'i Corporation  
  
Plaintiff,

DOCKET No. A92-683  
  
VERIFICATION AFFIDAVIT OF  
JANICE FUJIMOTO

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

**VERIFICATION AFFIDAVIT OF JANICE FUJIMOTO**

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

JANICE FUJIMOTO, being sworn on oath, deposes and says that :

1. I am an \_\_\_\_\_ at the Agriculture Resource Management Division  
of the State of Hawaii Department of Agriculture.

2. I have personal knowledge of the matters set forth herein and am qualified  
and competent to make this affidavit.

3. Exhibit A is a true and correct copy of the Fourth Amendment to  
Amendment and Restatement of Memorandum of Understanding dated March 16, 2020  
by and between RP2 Ventures, LLC and the Department of Agriculture, State of Hawai'i.

4. Exhibit B is a true and correct copy of a portion of the GIS map obtained  
from City and County of Honolulu, Real Property Assessment Division indicating the  
areas of the approximately 503.886 acres of land situate at Waikele and Ho'ae'ae, 'Ewa,  
O'ahu comprising the Petition Area as well as the 150-acre State Agricultural Park

conveyed by the original petitioner, Halekua Development Corporation to the State of Hawai'i.

5. Exhibit C is a true and correct copy of a letter dated October 3, 2017 from Canpartners IV Royal Kunia Property LLC to the Land Use Commission of the State of Hawaii notifying the Commission that TMK No. (1) 9-4-002-071 was sold and assigned to RP2 Ventures, LLC, effective as of October 3, 2017.

6. Exhibit D is a true and correct copy of the Warranty Deed from Canpartners IV Royal Kunia Property LLC. to RP2 Ventures, LLC recorded in the State of Hawai'i Bureau of Conveyances on October 3, 2017.

7. Exhibit E is a true and correct copy of the Deed from RP2 to HASEKO Development Inc. recorded in the State of Hawai'i Bureau of Conveyances on .

8. Exhibit F is a true and correct copy of the Warranty Deed with Reversion by and between Halekua Development Corporation as Grantor and the State of Hawaii as Grantee recorded in the State of Hawaii Bureau of Conveyances on February 27, 2004 as Doc. No. 2004-040601.

9. Exhibit G is a true and correct copy of the excerpted pages of the Order Granting Successor Petitioner (to Parcel 52) Ho'ohana Solar 1, LLC's Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order Filed on October 1, 1996, filed on January 28, 2015.

10. The Department of Agriculture, State of Hawaii entered into the Third Amendment to Amendment and Restatement of Memorandum of Understanding with Canpartners IV Royal Kunia Property LLC on July 28, 2015 in order to acknowledge Canpartners as the successor in interest of Halekua Development Corporation and to

revise the design plans and deadlines for the off-site infrastructure to the state agricultural park.

11. When the deadlines to complete the construction and installation of the off-site infrastructure passed on December 31, 2016, and the State was notified that Canpartners had sold its interest in Parcel 71 to RP2 in October 2017, the State negotiated and entered into a further amendment with successor, RP2.

12. When the State learned that RP2 was in the process of selling Parcel 71 to Haseko, it provided a copy of the Fourth Amendment to Haseko by mail on May \_\_\_\_\_, 2020, stating “the DOA expects RP2’s successor to comply with the previously agreed upon terms.”

I make this Verification Affidavit under Hawai‘i Administrative Rules § 15-15-70(c).

Further affiant sayeth naught.

DATED: August 24, 2020.

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JANICE FUJIMOTO



The attached document:

**VERIFICATION AFFIDAVIT OF JANICE FUJIMOTO**

Dated this \_\_\_\_\_ day of August, 2020, which consists of 4 pages (including this page) was executed by Janice Fujimoto and

Subscribed and sworn to before me this \_\_\_\_\_ day of August, 2020.

\_\_\_\_\_  
Name:  
Notary Public, State of Hawai'i

My Commission expires: \_\_\_\_\_

NOTARY CERTIFICATION	
Name: _____	_____ Circuit
Doc Description: _____	
_____	
No. of Pages _____	Date of Document: _____
Notary Signature _____	Date _____
(Seal)	

**FOURTH AMENDMENT  
TO  
AMENDMENT AND RESTATEMENT  
OF  
MEMORANDUM OF UNDERSTANDING**

THIS FOURTH AMENDMENT TO AMENDMENT AND RESTATEMENT OF MEMORANDUM OF UNDERSTANDING ("2020 MOU") is made this 16 day of March, 2020, by and between RP2 VENTURES, LLC ("RP2"), a Hawaii domestic limited liability company, successor in interest to CANPARTNERS IV ROYAL KUNIA PROPERTY LLC ("Canpartners"), HALEKUA DEVELOPMENT CORPORATION ("Halekua"), and the DEPARTMENT OF AGRICULTURE, STATE OF HAWAII ("DOA");

**RECITALS:**

1. Halekua and DOA entered into that certain *Memorandum of Understanding* ("Original MOU") dated March 30, 1993, for the purpose of setting forth the agreements and understanding by and between Halekua and DOA with respect to establishment and integration into the master plan for the Royal Kunia Phase II development by Halekua of a state agricultural park.
2. Halekua and DOA subsequently amended that Original MOU in writing and entered into that certain *Amendment and Restatement of Memorandum of Understanding* dated March 2, 2007 ("2007 MOU"), for the purpose of restating the agreements and understanding by and between Halekua and DOA with respect to establishment and integration into the master plan for the Royal Kunia Phase II development by Halekua of a state agricultural park.
3. Halekua and DOA further amended that 2007 MOU in writing and entered into that certain *First Amendment to Amendment and Restatement of Memorandum of Understanding* ("2009 MOU") dated February 19, 2009, for the purpose of amending Paragraph E.a. of the 2007 MOU to extend the deadline for completion and submittal of the preliminary site plan to the DOA from December 31, 2008 to December 31, 2009.
4. Canpartners, as successor in interest to Halekua, and DOA subsequently amended that 2009 MOU in writing and entered into that certain *Second Amendment to Amendment and Restatement of Memorandum of Understanding* ("2012 MOU") dated September 20, 2012, for the purpose of amending Paragraph E.a. of the 2009 MOU to extend the deadline for completion and submittal of the preliminary site plan to the DOA from December 31, 2009 to December 31, 2013.
5. Canpartners and DOA subsequently amended the 2012 MOU in writing and entered into that certain *Third Amendment to Amendment and Restatement of Memorandum of Understanding* ("2015 MOU") dated July 28, 2015, for the purpose of amending Paragraph E.a. of the 2012 MOU to extend the deadline for completion and submittal of the preliminary site plan to the DOA from December 31, 2013 to December 31, 2015, and construction and installation of off-site infrastructure no later than December 31, 2016.

**EXHIBIT A**

6. RP2 and DOA now desire to further amend and restate the Original MOU, the 2007 MOU, the 2009 MOU, the 2012 MOU, and the 2015 MOU (the Original MOU, as amended, is hereinafter sometimes referred to as the "MOU") to (a) acknowledge RP2 as successor in interest to Canpartners and Halekua, (b) acknowledge the conveyance of the 150 acre agricultural park site to the DOA and the acceptance thereof by the DOA in partial satisfaction of the agreements in the MOU, (c) to restate and modify the agreements between RP2 and the DOA with respect to the timing for design and construction of the off-site infrastructure to the state agricultural park and submittal of a revised master plan pursuant to Paragraph IV(A)(1) and (2) of that certain Order Granting Successor Petitioner (To Parcel 52), Ho'ohana Solar1, LLC's Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order Filed on October 1, 1996 filed on January 28, 2015 ("Amended Order").

NOW, THEREFORE, in consideration of the Recitals set forth above and other consideration, the receipt and sufficiency of which is hereby acknowledged, RP2 and DOA do hereby amend and restate Paragraphs A through N of the MOU in their entirety as follows:

A. Confirmation of Conveyance of 150-Acre Parcel. DOA does hereby acknowledge and confirm that by Warranty Deed with Reversion dated February 23, 2004, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2004-040601 (the "State Ag Park Deed"), the agreed upon 150 acres of land within the Royal Kunia Phase II development was conveyed by Halekua to the State of Hawai'i, by and through its Board of Land and Natural Resources, for the DOA's use as and to establish a state agriculture park thereon (herein the "State Agricultural Park"). The DOA further confirms that it has accepted the conveyance of the lands comprising the State Agricultural Park by the State Ag Park Deed as being in full and complete satisfaction of the land conveyance component of its agreements with Canpartners notwithstanding the fact that the actual conveyance occurred beyond the original December 31, 1997 deadline date.

B. Use of State Agricultural Park. The State Agricultural Park is intended to benefit the small diversified farmer and use of the State Agricultural Park shall be intended for diversified agricultural production, including, without limitation, floriculture, foliage and orchard production. In addition, the DOA shall have the right and option (but is not required) to develop and construct up to a maximum of fifty (50) related agricultural farm dwellings or farm employee housing units within the State Agricultural Park. If any of these agricultural farm dwellings or farm employee housing units are developed by the DOA on the State Agricultural Park the same shall not at any time be offered for sale by the DOA.

C. Certain Use Prohibitions within State Agricultural Park. Since the State Agricultural Park will be located adjacent to an urban residential community, commercial livestock or other activities associated with or related thereto shall be prohibited within the State Agricultural Park.

D. Canpartners to Include State Agricultural Park in Land Plan. Canpartners has incorporated the State Agricultural Park into its land plan for the Royal Kunia Phase II subdivision and jointly with the DOA has prepared a preliminary site plan for the State Agricultural Park reflecting the locations of the roadway and infrastructure connections to be



provided to the boundary of the State Agricultural Park parcel. The DOA has accepted and approved Canpartner's preliminary site plan by letter dated March 31, 2015. The DOA extends this acceptance to RP2.

E. RP2 to Design and Construct Certain Off-Site Infrastructure to the State Agricultural Park. RP2 shall design and construct off-site infrastructure improvements for the State Agricultural Park including roadway, potable and irrigation water lines (exclusive of water commitment), and sewer lines and utility connections, up to the property boundary of the State Agricultural Park at no cost to the DOA. These off-site infrastructure improvements shall be sufficient to service the agricultural uses contemplated by the DOA for the State Agricultural Park and shall be sufficient to service the maximum of fifty (50) agricultural farm dwellings or farm employee housing units (if the DOA determines that the same shall be a part of the State Agricultural Park). In connection therewith RP2 and the DOA agree as follows:

a. RP2 has prepared preliminary design plans for the off-site infrastructure necessary to provide the agreed upon roadway access, water, sewer, and other appropriate utility connections to the boundary of the State Agricultural Park to service the contemplated improvements on the State Agricultural Park in accordance with the preliminary site plan accepted by the DOA by letter on March 31, 2015. RP2 shall obtain DOA approval for the off-site infrastructure and submit construction permit applications no later than May 31, 2020, or such later date to which RP2 and the DOA shall mutually agree, which approval by the DOA shall not be unreasonably withheld or delayed. It is understood and accepted that RP2 shall be entitled to make such changes and modifications to the approved design plans as may be required to address and satisfy any comments made or issues raised by appropriate governmental agencies of the State of Hawai'i and/or City and County of Honolulu, with the further consent or approval of the DOA, which consent or approval shall not be unreasonably withheld or delayed.

b. After the DOA approves the offsite infrastructure plans, RP2 shall, at its sole cost and expense, (i) obtain all necessary governmental permits and approvals for construction of such off-site infrastructure, (ii) arrange for and complete the construction and installation of the irrigation infrastructure no later than February 28, 2021, and (iii) arrange for and complete the construction and installation of the remainder of the off-site infrastructure to service the State Agricultural Park no later than ~~June 30, 2020~~, June 30, 2021, unless approved by DOA.

F. DOA Responsible for All Other Costs of State Agricultural Park. The DOA shall assume responsibility for the development and payment of all costs (other than those set forth in this Agreement as being assumed by RP2) associated with the State Agricultural Park and the agricultural farm dwellings and/or farm employee housing units to be developed thereon.

G. Coordinate Developments. Canpartners and the DOA shall use their best efforts to work jointly to coordinate the development of their respective portions of the Royal Kunia Phase II project.

H. Hawaii Farm Bureau Federation. The DOA, to the extent permitted by law or regulation, shall involve the Hawaii Farm Bureau Federation in the utilization, operation and



management of the State Agricultural Park with the intent of maximizing the efficiency and success of the diversified farming efforts at the State Agricultural Park.

I. DOA Support of Land Use Approvals. The DOA shall assist and support RP2 in its efforts to obtain and maintain the necessary land use approvals for the Royal Kunia Phase II project, as well as in RP2's efforts to obtain the necessary off-site infrastructure permit approvals. Any assistance and support by the DOA shall be limited to the extent permitted by the applicable statutes and rules.

J. Restrictive Use Covenant on State Agricultural Park. The time periods for initiation of the development of on-site improvements for the State Agricultural Park and for the DOA to achieve active utilization of the State Agricultural Park set forth in Paragraph K of the Original MOU are hereby deleted in their entirety. Instead the State Agricultural Park shall be subject to a restrictive use covenant providing that the State Agricultural Park shall only be used as an agricultural park or for the current or similar agricultural purposes, including diversified agriculture. If at any time in the future the DOA ceases to use or abandons the use of the State Agricultural Park as an agriculture park or for the current or similar agricultural purposes, including diversified agricultural, then, and in such event, the 150 acre parcel comprising the State Agricultural Park shall be subject to a reversion in favor of certain "Robinson Owners" as more particularly defined in the State Ag Park Deed. It is understood that the fact that any portion of the State Agricultural Park may lie vacant or fallow shall not constitute the cessation or abandonment of the agricultural use.

K. No Adverse Impact on Lands Adjoining State Agricultural Park. The DOA agrees to use its best efforts to minimize the impact of the State Agricultural Park on the adjacent lands being developed for residential, industrial and other urban uses.

L. Assistance with Non-Potable Water System. The DOA shall assist RP2, to the extent allowable by law and subject to the availability of funds, in obtaining and developing a non-potable water system to service irrigation and other non-potable water needs of the Royal Kunia Phase I and Phase II projects, including the State Agricultural Park.

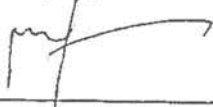
M. Purpose of Amended and Restated MOU. The parties hereto agree that this Amended and Restated MOU is being executed to evidence their mutual understandings and agreements regarding the conveyance of the 150-acre parcel comprising the State Agricultural Park to the DOA, the design and development by RP2 of certain off-site infrastructure to service the State Agricultural Park, and certain use restrictions and limitations applicable to the DOA's use of the State Agricultural Park. This 2020 MOU replaces the Original MOU, the 2007 MOU, the 2009 MOU, the 2012 MOU, and the 2015 MOU in their entirety.

N. Amendment. This 2020 MOU may be amended from time to time by instrument in writing signed by both RP2 and the DOA.

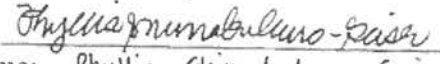
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Fourth Amendment to Amendment and Restatement of Memorandum of Understanding is made and executed by RP2 and the DOA as of the day and year first above written.

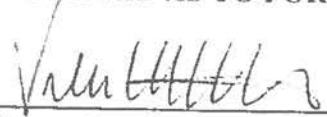
**RP2 VENTURES, LLC,**  
a Hawaii limited  
liability company

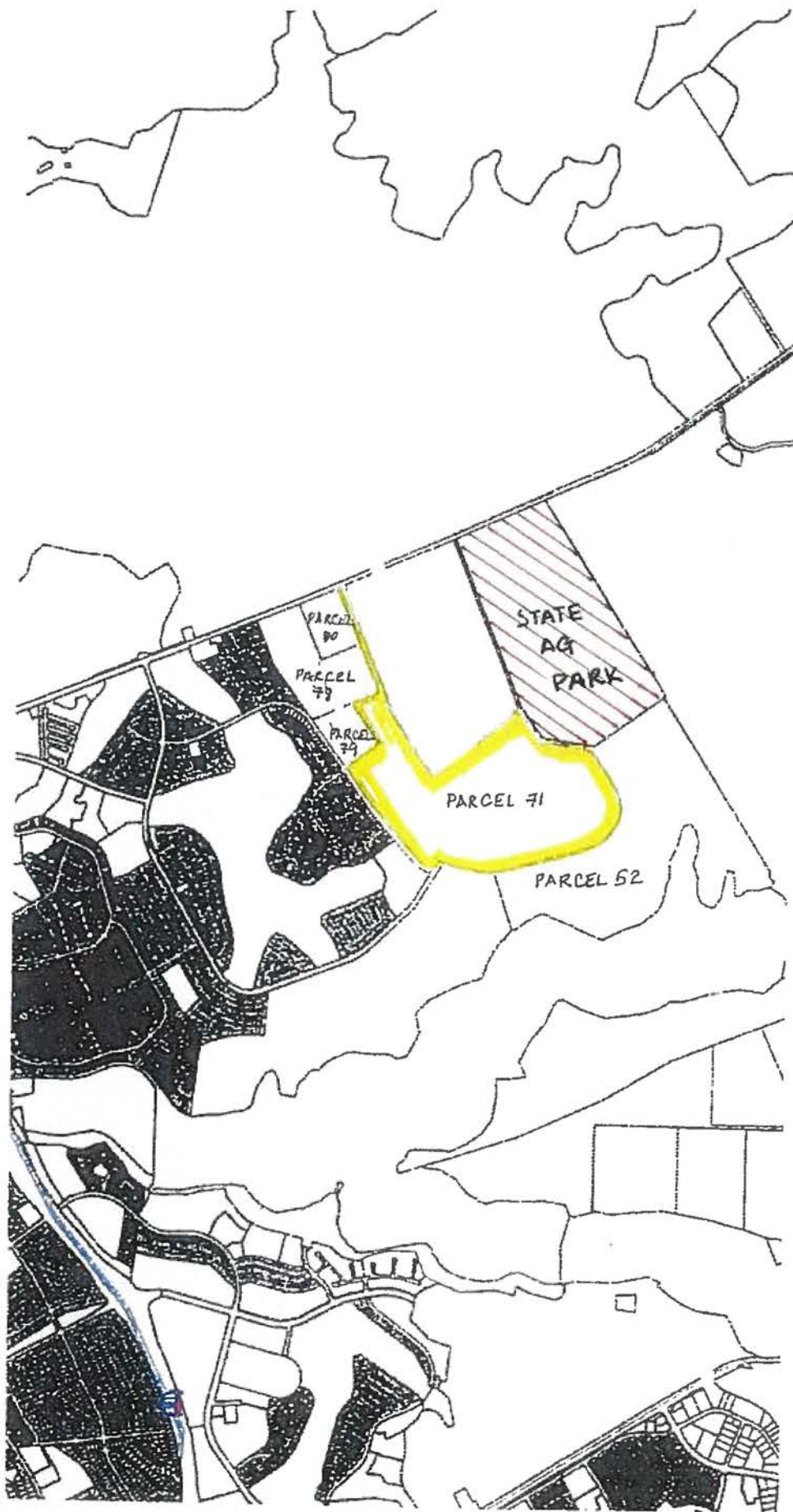
By:   
Name: Robert Spencer  
Title: Manager

**DEPARTMENT OF AGRICULTURE,  
STATE OF HAWAII**

By:   
Name: Phyllis Shimabukuro-Geizer  
Title: Chairperson

**APPROVED AS TO FORM:**

  
Name: Valerie M. Kato  
Deputy Attorney General



**EXHIBIT B**



CANPARTNERS IV ROYAL KUNIA PROPERTY LLC  
2000 Avenue of the Stars, 11th Floor  
Los Angeles, California 90067

October 3, 2017

VIA FEDERAL EXPRESS

To the Addressees Listed on  
Exhibit A Attached Hereto:

Re: Docket Number. A92-683 – Royal Kunia Phase II – Sale of Approximately  
161.36 acres located at Waipahu, Island of Oahu, identified as Tax Map Key No.  
(1) 9-4-002-071

Ladies and Gentlemen:

We refer to that certain *Amended Findings of Fact, Conclusions of Law, and Decision and Order dated October 1, 1996* made by the Land Use Commission of the State of Hawai'i (the "Commission"), as amended by that certain *First Amendment to the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed October 1, 1996 dated October 7, 2013* made by the Commission and that certain *Order Granting Successor Petitioner (to Parcel 52), Ho'Ohana Solar 1, LLC'S Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order Filed on October 1, 1996 dated January 28, 2015* made by the Commission (collectively, the "Orders").

Pursuant to Condition No. 21 of the Orders, we hereby give you notice of the sale and assignment, effective as of October 3, 2017, of a tract of land which is a portion of Royal Kunia Phase II and which contains approximately 161.36 acres and is located at Waipahu, Island of Oahu, State of Hawaii, identified as Tax Map Key No. (1) 9-4-002-072, and more fully described on the attached Exhibit B to RP2 Ventures, LLC, a Hawaii limited liability company ("New Petitioner")

From and after the date hereof, all notices, correspondence or other communications to be sent to the Canpartners IV Royal Kunia Property LLC pertaining to the Orders shall be sent to New Petitioner at the address set forth below:

RP2 Ventures, LLC  
2024 N. King St., Ste 200  
Honolulu, Hawaii 96819

[SIGNATURE PAGE FOLLOWS]

2017 OCT - 4 P 1:42

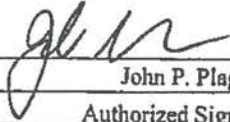
Notice of Sale (Royal Kunia Phase II)



225547299


**EXHIBIT C**



**CANPARTNERS IV ROYAL KUNIA  
PROPERTY LLC,**  
a Delaware limited liability company

By:   
Name: John P. Plaga  
Title: Authorized Signatory

Legal	Acq/AM
	



**EXHIBIT A**

**Addressees**

Chad McDonald  
Chairperson and Commissioner  
Land Use Commission of the State of Hawai'i  
State Office Tower  
Leiopapa A Kamehameha Building  
235 South Beretania Street, Room 406  
Honolulu, Hawai'i 96813

**EXHIBIT B**

**Legal Description**

**DESCRIPTION OF THE PROPERTY**

ALL OF THAT CERTAIN PARCEL OF LAND (BEING PORTION(S) OF THE LAND(S) DESCRIBED IN AND COVERED BY ROYAL PATENT NUMBER 4490, LAND COMMISSION AWARD 10474, APANA 9 TO N. NAMAUU AND ROYAL PATENT NUMBER 4486, APANA 1, MAHELE AWARD TO LULUHIWALANI), SITUATE, LYING AND BEING AT HOAEAE AND WAIKELE, DISTRICT OF EWA, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, BEING LOT 2, SAME BEING A PORTION OF LOT 3 OF "ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION" (FILE PLAN 2171), AND THUS BOUNDED AND DESCRIBED AS PER SURVEY DATED APRIL 24, 2002, TO-WIT:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THIS PARCEL OF LAND, BEING THE EASTERLY LINE OF KUNIA ROAD, THE COORDINATES OF POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "EWA CHURCH" BEING 4,708.80 FEET NORTH AND 20,874.67 FEET WEST AND THENCE RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1. 246° 16' 30" 22.00 FEET ALONG ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION (FILE PLAN 2171);
2. THENCE ALONG THE SAME ON A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET THE CHORD AZIMUTH AND DISTANCE BEING: 291° 16' 30" 56.57 FEET;
3. 246° 16' 30" 1943.75 FEET ALONG THE SAME;
4. THENCE ALONG THE SAME, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,360.00 FEET THE CHORD AZIMUTH AND DISTANCE BEING: 239° 59' 15" 297.89 FEET;
5. 233° 42' 888.15 FEET ALONG THE SAME;

6. 142° 16' 1663.48 FEET ALONG THE SAME;
7. 232° 16' 589.74 FEET ALONG LOT 2 OF ROYAL KUNIA PHASE II, INCREMENT 1 (FILE PLAN 2154);
8. 187° 16' 779.25 FEET ALONG THE SAME;
9. 234° 44' 661.78 FEET ALONG THE SAME;
10. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET  
THE CHORD AZIMUTH AND DISTANCE BEING:  
289° 20' 978.15 FEET;
11. 343° 56' 1592.99 FEET ALONG THE SAME;
12. 8° 00' 792.41 FEET ALONG LOT 1 OF ROYAL KUNIA SUBDIVISION LOT C (FILE PLAN 2310);
13. 32° 00' 80.00 FEET ALONG LOT 4 OF ROYAL KUNIA SUBDIVISION INCREMENT E (FILE PLAN 2308);
14. 302° 00' 172.00 FEET ALONG THE SAME;
15. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET  
THE CHORD AZIMUTH AND DISTANCE BEING:  
347° 00' 28.28 FEET;
16. 32° 00' 108.57 FEET ALONG THE SAME AND CONTINUING ALONG THE SAME NORTHWESTERLY LINE OF 'ANOIKI STREET;
17. THENCE ALONG THE NORTHWESTERLY LINE OF 'ANOIKI STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 972.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
39° 30' 253.74 FEET;
18. 47° 00' 760.02 FEET ALONG THE SAME;
19. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 972.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:



49° 59' 101.18 FEET;

20. 52° 58' 877.02 FEET ALONG THE SAME;

21. THENCE ALONG THE REMAINDER OF LOT 3 OF ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION (FILE PLAN 2171), ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:

187° 58' 42.43 FEET;

22. 142° 58' 142.00 FEET ALONG THE SAME;

23. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,028.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
143° 20' 13.16 FEET;

24. 143° 42' 457.70 FEET ALONG THE SAME;

25. 53° 42' 733.69 FEET ALONG THE SAME;

26. 156° 16' 30" 454.93 FEET ALONG LOT 1, AS SAID LOT IS DESCRIBED IN DEED TO HRT, LTD. RECORDED OCTOBER 25, 2001 AS REGULAR SYSTEM DOCUMENT NO. 2001-168369 OF OFFICIAL RECORDS;

27. 66° 16' 30" 697.75 FEET ALONG THE SAME;

28. THENCE ALONG THE SAME, ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
21° 16' 30" 42.43 FEET;

29. 66° 16' 30" 56.00 FEET ALONG THE SAME;

30. THENCE ALONG LOT 2 OF ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION (FILE PLAN 2171), ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:  
111° 16' 30" 42.43 FEET;

31. 66° 16' 30" 810.00 FEET ALONG THE SAME;

32. THENCE ALONG THE SAME, ON A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET,

THE CHORD AZIMUTH AND DISTANCE BEING:  
21° 16' 30" 56.57 FEET;

33. 66° 16' 30" 22.00 FEET ALONG THE SAME;

34. 156° 16' 30" 160.00 FEET ALONG THE SOUTHEASTERLY LINE OF KUNIA ROAD TO THE POINT OF BEGINNING AND CONTAINING AN AREA OF 161.360 ACRES, MORE OR LESS, AS SET FORTH IN AFFIDAVIT OF WAYNE M. TERUYA RECORDED MARCH 12, 2007 AS REGULAR SYSTEM DOCUMENT NO. 2007-045274 OF OFFICIAL RECORDS.

BEING ALL OF THE PREMISES CONVEYED BY MORTGAGEE'S QUITCLAIM DEED RECORDED JUNE 10, 2009 AS REGULAR SYSTEM DOCUMENT NO. 2009-089269 OF OFFICIAL RECORDS.

GRANTOR: CANPARTNERS REALTY HOLDING COMPANY IV LLC, A DELAWARE LIMITED

LIABILITY COMPANY

GRANTEE: CANPARTNERS IV ROYAL KUNIA PROPERTY LLC, A DELAWARE LIMITED LIABILITY COMPANY

**Subject to the following:**

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. A 22 foot (22') roadway setback line along Kunia Road, as shown on or disclosed by the survey dated May 22, 1995, prepared by Roy T. Yama, Registered Professional Land Surveyor, Certificate No. 3847, as set forth or disclosed by the Limited Warranty Deed recorded September 12, 1995 as Regular System Document No. 95-117006 of Official Records.
3. Easement 10 (60 feet wide) for road and utility purposes and Easement 14 (60 feet wide) for road and utility purposes in favor of Oahu Sugar Company, Limited under Unrecorded Lease dated January 1, 1956, as amended by unrecorded Amendments dated May 15, 1967, December 31, 1973 and November 30, 1984, as disclosed in Limited Warranty Deed recorded September 12, 1995 as Regular System Document No. 95-117006 of Official Records.

4. Existing Easement 11 (60' wide) for road purposes, as shown on File Plan No. 2171.
5. Existing Easement 13 (10' wide) for powerline purposes, as shown on File Plan No. 2171.
6. A Grant of Easement for powerline and incidental purposes, in favor of Hawaiian Electric Company, Inc., recorded as Book 3381 Page 336 of Official Records.
7. Easement 1 for flowage purposes as shown on File Plan 2154.
8. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Conditions and Consent recorded April 14, 1994 as Regular System Document No. 94-065022 of Official Records.

The foregoing Declaration was amended by instrument recorded as Regular System Document No. 99-056493 of Official Records.

9. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded March 6, 1995 as Regular System Document No. 95-030454 of Official Records.
10. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded April 14, 1997 as Regular System Document No. 97-047601 of Official Records.
11. Matters disclosed by Express Map EM 4145 and on that certain ALTA/ACSM Land Title Survey dated February 26, 2007, revised March 6, 2007, prepared by ParEn, Inc., dba Park Engineering under Field Book No. 1982, 2639, 2735 as follows:
  - a. The fact that a dirt stockpile and associated dust screen bridges subject property for approximately 446 feet.

- b. The fact that dirt road bridges subject property for approximately 372 feet.
  - c. The fact that dust screen extends onto subject property for approximately 222 feet.
  - d. The fact that dirt roads through subject property are being used for access purposes onto adjacent parcels.
- 12. The terms and provisions contained in the Memorandum of Agreement (Connection Agreement) recorded March 12, 2007 as Regular System Document No. 2007-045264 of Official Records.
  - 13. The terms and provisions contained in the Agreement RE: Infrastructure recorded March 12, 2007 as Regular System Document No. 2007-045265 of Official Records.
  - 14. The terms and provisions contained in the Memorandum of Agreement (Robinson) recorded March 12, 2007 as Regular System Document No. 2007-045266 of Official Records.
  - 15. A notice of Imposition of Conditions by the Land Use Commission, executed by Ho'ohana Solar 1, LLC, recorded February 04, 2015 as Regular System Document No. A-55130741 of Official Records.
  - 16. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Conditions Imposed by the State Land Use Commission recorded March 30, 2015 as Regular System Document No. A-55670868A thru A-55670868E of Official Records.

**End of Exhibit B**



417



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

October 03, 2017 8:01 AM

Doc No(s) A-64850097



1 1/4 ICL  
8-33058550

/s/ LESLIE T. KOBATA  
REGISTRAR

Conveyance Tax: \$101,610.50

Q

JEANINE OGAWA, ESQ.  
IMANAKA ASATO, ESQ.  
745 FORT STREET, 17TH FLOOR  
HONOLULU, HI 96813

Mail ( )

Pickup ( )

RSI

FAM  
TGES

704972-A  
210-17102206  
BARBARA PAULO

This document contains 11 pages

TMK: (1) 9-4-002-071

WARRANTY DEED

THIS DEED, made this \_\_\_\_\_ day of SEP 29 2017, 2017, by and between **CANPARTNERS IV ROYAL KUNIA PROPERTY LLC**, a Delaware limited liability company, hereinafter called the "Grantor", and **RP2 VENTURES, LLC**, a Hawaii limited liability company, whose mailing address is 2024 N. King Street, Suite 200, Honolulu, Hawaii 96819, hereinafter called the "Grantee",

WITNESSETH:

That for Ten Dollars (\$10.00) and other valuable consideration paid by the Grantee, the receipt of which is hereby acknowledged, the Grantor does hereby grant, bargain, sell and convey unto the Grantee, its successors and assigns, all of that certain real property described in Exhibit A, attached hereto and made a part hereof.

And the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto.

EXHIBIT D

**TO HAVE AND TO HOLD** the same, together with all buildings, improvements, rights, easements, privileges and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto the Grantee according to the tenancy herein set forth, forever.

**AND**, in consideration of the premises, the Grantor does hereby covenant with the Grantee that the Grantor is seized of the property herein described in fee simple; that said property is free and clear of and from all liens and encumbrances, except for the lien of real property taxes not yet by law required to be paid, and except as may be specifically set forth herein; that the Grantor has good right to sell and convey said property, as aforesaid; and, that the Grantor will **WARRANT AND DEFEND** the same unto the Grantee against the lawful claims and demands of all persons, except as aforesaid.

The conveyance herein set forth and the warranties of the Grantor concerning the same are expressly declared to be in favor of the Grantee, and the Grantee's successors and assigns.

**AND** the Grantee further acknowledges and confirms that the Grantee has inspected the property more particularly described in Exhibit A, that Grantee acknowledges the physical condition of such property, improvements, and personal property, and accepts the same "AS IS" and "WHERE IS" as of the date hereof, and except for the warranty of title contained herein and for the representations and warranties of Grantor as Seller under the Agreement for the Sale and Purchase of Real Estate dated as of December 21, 2016, by and between Grantor, as Seller, and Haseko Development, Inc., a Hawaii corporation, as Purchaser, as amended by that certain First Amendment to Agreement for the Sale and Purchase of Real Estate dated as of January 3, 2017, as further amended by that certain Second Amendment to Agreement for the Sale and Purchase of Real Estate dated as of January 12, 2017, as further amended by that certain Reinstatement and Third Amendment to Agreement for the Sale and Purchase of Real Estate dated as of May 9, 2017, as further amended by that certain Fourth Amendment to Agreement for the Sale and Purchase of Real Estate dated as of July 18, 2017, and as further amended by that certain Reinstatement and Fifth Amendment to Agreement for the Sale and Purchase of Real Estate dated as of September 25, 2017 by and between Grantor and Grantee, without any representations or warranties whatsoever, either expressed or implied, by Grantor or any person acting for Grantor, as to, but not limited to, the property's condition, state of repair, operating order, safety, environmental problems, structural soundness, fitness for any particular purpose, or compliance with laws and/or regulations, including, but not limited to, zoning or use, building or plumbing codes, or the status of development rights.

All real property taxes and assessments for the Property for the year in which this deed is executed have been prorated by the parties hereto as of the recordation date of this deed, and Grantee by its acceptance of this deed hereby expressly assumes liability for the pro rata payment of all real estate taxes and assessments for said year and subsequent assessments for prior years due to change in land usage or ownership or for any other reason.

The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed elsewhere herein.

This instrument may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.





RP2 VENTURES, LLC  
a Hawaii limited liability company

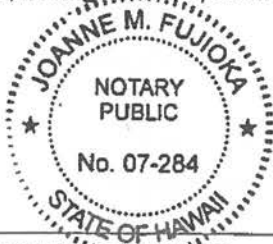
By: [Signature]  
Robert E. Spencer  
Its Manager

"Grantee"

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 HAWAII )  
 ) SS:  
CITY AND COUNTY OF HONOLULU )

On this 27th day of September, 2017, before me appeared Robert E. Spencer, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacities shown, having been duly authorized to execute such instrument in such capacities.



[Signature]  
Print Name: Joanne M. Fujioka  
Notary Public, in and for said State  
My commission expires: 6-17-2019

**NOTARY CERTIFICATION STATEMENT**

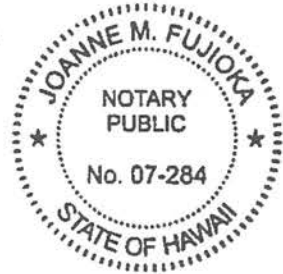
Document Identification or Description: Warranty Deed

Document Date: \_\_\_\_\_ or Undated at time of notarization.

No. of Pages: 12 Jurisdiction: First Circuit  
(in which notarial act is performed)

[Signature]  
Signature of Notary

September 27, 2017  
Date of Notarization and  
Certification Statement



Joanne M. Fujioka  
Printed Name of Notary

(Official Stamp or Seal)

**EXHIBIT A**

**DESCRIPTION OF THE PROPERTY**

ALL OF THAT CERTAIN PARCEL OF LAND (BEING PORTION(S) OF THE LAND(S) DESCRIBED IN AND COVERED BY ROYAL PATENT NUMBER 4490, LAND COMMISSION AWARD 10474, APANA 9 TO N. NAMAUU AND ROYAL PATENT NUMBER 4486, APANA 1, MAHELE AWARD TO LULUHIWALANI), SITUATE, LYING AND BEING AT HOAEAE AND WAIKELE, DISTRICT OF EWA, CITY AND COUNTY OF HONOLULU, STATE OF HAWAII, BEING LOT 2, SAME BEING A PORTION OF LOT 3 OF "ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION" (FILE PLAN 2171), AND THUS BOUNDED AND DESCRIBED AS PER SURVEY DATED APRIL 24, 2002, TO-WIT:

BEGINNING AT THE MOST NORTHWESTERLY CORNER OF THIS PARCEL OF LAND, BEING THE EASTERLY LINE OF KUNIA ROAD, THE COORDINATES OF POINT OF BEGINNING REFERRED TO GOVERNMENT SURVEY TRIANGULATION STATION "EWA CHURCH" BEING 4,708.80 FEET NORTH AND 20,874.67 FEET WEST AND THENCE RUNNING BY AZIMUTHS MEASURED CLOCKWISE FROM TRUE SOUTH:

1. 246° 16' 30" 22.00 FEET ALONG ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION (FILE PLAN 2171);
2. THENCE ALONG THE SAME ON A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET THE CHORD AZIMUTH AND DISTANCE BEING:  
  
291° 16' 30" 56.57 FEET;
3. 246° 16' 30" 1943.75 FEET ALONG THE SAME;
4. THENCE ALONG THE SAME, ON A CURVE TO THE LEFT HAVING A RADIUS OF 1,360.00 FEET THE CHORD AZIMUTH AND DISTANCE BEING:  
  
239° 59' 15" 297.89 FEET;
5. 233° 42' 888.15 FEET ALONG THE SAME;
6. 142° 16' 1663.48 FEET ALONG THE SAME;
7. 232° 16' 589.74 FEET ALONG LOT 2 OF ROYAL KUNIA PHASE II, INCREMENT 1 (FILE PLAN 2154);
8. 187° 16' 779.25 FEET ALONG THE SAME;
9. 234° 44' 661.78 FEET ALONG THE SAME;
10. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 600.00 FEET THE CHORD AZIMUTH AND DISTANCE BEING:

289° 20' 978.15 FEET;

11. 343° 56' 1592.99 FEET ALONG THE SAME;

12. 8° 00' 792.41 FEET ALONG LOT 1 OF ROYAL KUNIA SUBDIVISION LOT C (FILE PLAN 2310);

13. 32° 00' 80.00 FEET ALONG LOT 4 OF ROYAL KUNIA SUBDIVISION INCREMENT E (FILE PLAN 2308);

14. 302° 00' 172.00 FEET ALONG THE SAME;

15. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 20.00 FEET THE CHORD AZIMUTH AND DISTANCE BEING:

347° 00' 28.28 FEET;

16. 32° 00' 108.57 FEET ALONG THE SAME AND CONTINUING ALONG THE SAME NORTHWESTERLY LINE OF 'ANOIKI STREET;

17. THENCE ALONG THE NORTHWESTERLY LINE OF 'ANOIKI STREET ON A CURVE TO THE RIGHT HAVING A RADIUS OF 972.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:

39° 30' 253.74 FEET;

18. 47° 00' 760.02 FEET ALONG THE SAME;

19. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 972.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:

49° 59' 101.18 FEET;

20. 52° 58' 877.02 FEET ALONG THE SAME;

21. THENCE ALONG THE REMAINDER OF LOT 3 OF ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION (FILE PLAN 2171), ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:

187° 58' 42.43 FEET;

22. 142° 58' 142.00 FEET ALONG THE SAME;

23. THENCE ALONG THE SAME, ON A CURVE TO THE RIGHT HAVING A RADIUS OF 1,028.00 FEET, THE CHORD AZIMUTH AND DISTANCE BEING:

143° 20' 13.16 FEET;

24. 143° 42' 457.70 FEET ALONG THE SAME;

25. 53° 42' 733.69 FEET ALONG THE SAME;

26. 156° 16' 30" 454.93 FEET ALONG LOT 1, AS SAID LOT IS DESCRIBED IN DEED TO HRT, LTD.  
RECORDED OCTOBER 25, 2001 AS REGULAR SYSTEM DOCUMENT NO. 2001-168369 OF OFFICIAL  
RECORDS;

27. 66° 16' 30" 697.75 FEET ALONG THE SAME;

28. THENCE ALONG THE SAME, ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THE  
CHORD AZIMUTH AND DISTANCE BEING:

21° 16' 30" 42.43 FEET;

29. 66° 16' 30" 56.00 FEET ALONG THE SAME;

30. THENCE ALONG LOT 2 OF ROYAL KUNIA PHASE II, INCREMENT 1 SUBDIVISION (FILE PLAN 2171),  
ON A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, THE CHORD AZIMUTH AND  
DISTANCE BEING:

111° 16' 30" 42.43 FEET;

31. 66° 16' 30" 810.00 FEET ALONG THE SAME;

32. THENCE ALONG THE SAME, ON A CURVE TO THE LEFT HAVING A RADIUS OF 40.00 FEET, THE  
CHORD AZIMUTH AND DISTANCE BEING:

21° 16' 30" 56.57 FEET;

33. 66° 16' 30" 22.00 FEET ALONG THE SAME;

34. 156° 16' 30" 160.00 FEET ALONG THE SOUTHEASTERLY LINE OF KUNIA ROAD TO THE POINT OF  
BEGINNING AND CONTAINING AN AREA OF 161.360 ACRES, MORE OR LESS, AS SET FORTH IN  
AFFIDAVIT OF WAYNE M. TERUYA RECORDED MARCH 12, 2007 AS REGULAR SYSTEM  
DOCUMENT NO. 2007-045274 OF OFFICIAL RECORDS.

BEING ALL OF THE PREMISES CONVEYED BY MORTGAGEE'S QUITCLAIM DEED RECORDED JUNE 10, 2009  
IN THE BUREAU OF CONVEYANCES OF THE STATE OF HAWAII AS DOCUMENT NO. 2009-089269.



GRANTOR: CANPARTNERS REALTY HOLDING COMPANY IV LLC, A DELAWARE LIMITED LIABILITY COMPANY

GRANTEE: CANPARTNERS IV ROYAL KUNIA PROPERTY LLC, A DELAWARE LIMITED LIABILITY COMPANY

Subject to the following:

1. Title to all mineral and metallic mines reserved to the State of Hawaii.
2. A 22 foot (22') roadway setback line along Kunia Road, as shown on or disclosed by the survey dated May 22, 1995, prepared by Roy T. Yama, Registered Professional Land Surveyor, Certificate No. 3847, as set forth or disclosed by the Limited Warranty Deed recorded September 12, 1995 in said Bureau as Document No. 95-117006.
3. Easement 10 (60 feet wide) for road and utility purposes and Easement 14 (60 feet wide) for road and utility purposes in favor of Oahu Sugar Company, Limited under Unrecorded Lease dated January 1, 1956, as amended by unrecorded Amendments dated May 15, 1967, December 31, 1973 and November 30, 1984, as disclosed in Limited Warranty Deed recorded September 12, 1995 in said Bureau as Document No. 95-117006.
4. Existing Easement 11 (60' wide) for road purposes, as shown on File Plan No. 2171.
5. Existing Easement 13 (10' wide) for powerline purposes, as shown on File Plan No. 2171.
6. A Grant of Easement for powerline and incidental purposes, in favor of Hawaiian Electric Company, Inc., recorded in said Bureau as as Book 3381 Page 336.
7. Easement 1 for flowage purposes as shown on File Plan 2154.
8. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Conditions and Consent recorded April 14, 1994 in said Bureau as Document No. 94-065022.

The foregoing Declaration was amended by instrument recorded April 13, 1999 in said Bureau as Document No. 99-056493.

9. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded March 6, 1995 in said Bureau as Document No. 95-030454.
10. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning recorded April 14, 1997 in said Bureau as Document No. 97-047601.
11. Matters disclosed by Express Map EM 4145 and on that certain ALTA/ACSM Land Title Survey dated February 26, 2007, revised March 6, 2007, prepared by ParEn, Inc., dba Park Engineering under Field Book No. 1982, 2639, 2735 as follows:
  - a. The fact that a dirt stockpile and associated dust screen bridges subject property for approximately 446 feet.
  - b. The fact that dirt road bridges subject property for approximately 372 feet.
  - c. The fact that dust screen extends onto subject property for approximately 222 feet.
  - d. The fact that dirt roads through subject property are being used for access purposes onto adjacent parcels.
12. The terms and provisions contained in the Memorandum of Agreement (Connection Agreement) recorded March 12, 2007 in said Bureau as Document No. 2007-045264.
13. The terms and provisions contained in the Agreement RE: Infrastructure recorded March 12, 2007 in said Bureau as Document No. 2007-045265.
14. The terms and provisions contained in the Memorandum of Agreement (Robinson) recorded March 12, 2007 in said Bureau as Document No. 2007-045266.
15. A notice of Imposition of Conditions by the Land Use Commission, executed by Ho'ohana Solar 1, LLC, recorded February 04, 2015 in said Bureau as Document No. A-55130741.
16. Terms, provisions, reservations, covenants, conditions and restrictions, but deleting any of the aforementioned indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, national origin, sexual orientation, marital status, ancestry, source of income or disability, to the extent such covenants, conditions or restrictions violate Title 42, Section 3604(c), of the United States Codes or Chapter 515 of the Hawaii Revised Statutes, as contained in the Declaration of Conditions Imposed by the State Land Use Commission recorded March 30, 2015 in said Bureau as Document Nos. A-55670868A thru A-55670868E.

17. Any facts, rights, interests or claims that may exist or arise by reason of the following matters disclosed by an ALTA/NSPS survey made by Wayne M. Teruya on April 24, 2002, last revised December 1, 2016, designated Job Number 3184:
  - a. dirt stockpile and associated dust screen bridges subject property for approximately 446 feet;
  - b. dirt road bridges subject property for approximately 372 feet;
  - c. dust screen extends onto subject property for approximately 222 feet;
  - d. dirt road through subject property is being used for access purposes onto adjacent parcels.
  
18. Discrepancies, conflicts in boundary lines, shortage in area as disclosed by an unrecorded Map dated February 13, 2009.

End of Exhibit A

NE



R-1073 STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
FEB 27, 2004 09:30 AM  
Doc No(s) 2004-040601



20 4/4 22

/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES  
CONVEYANCE TAX: \$1.00

LAND COURT

REGULAR SYSTEM

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

MR REUBEN S. F. WONG  
LAW OFFICES OF REUBEN S. F. WONG  
220 S KING ST, STE 2288  
HONOLULU, HI 96813

TG: 200324574-5  
TGE: A3-101-2163  
GLEN Y AJIMINE

RS4

Total No. of Pages: 12

LOD No.  
7099

Tax Map Key No. ( )

WARRANTY DEED WITH REVERSION

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective as of the 23rd day of February, 2004,  
HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, whose address is 2024  
North King Street, Suite 209, Honolulu, Hawaii 96819, hereinafter referred to as the "Grantor,"  
for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00), paid by the  
STATE OF HAWAII, by its Board of Land and Natural Resources, whose address is 1151  
Punchbowl Street, Honolulu, Hawaii 96813, hereinafter referred to as the "Grantee," the receipt  
whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee,  
the Grantee's successors and assigns, that certain parcel of land situate at Kunia, Ewa, City and

EXHIBIT F



County of Honolulu, State of Hawaii, designated as "Lot A," containing an area of 150.00 acres, more particularly described in Exhibit "A" attached hereto and made a part hereof.

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or in any ways appertaining or held and enjoyed therewith in fee simple unto said Grantee, the Grantee's successors and assigns, forever, free and clear of all liens and encumbrances except as noted in said Exhibit "A".

The Grantor, for itself, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seised in fee simple and possessed of the above-described land and premises, that it has a good and lawful right to convey the same as aforesaid, that the same is free and clear of all liens and encumbrances, except as noted in said Exhibit "A", and that it will and its successors and assigns, shall WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the claims and demands of all persons whomsoever.

AND, the Grantee covenants that this purchase/gift of real property has had prior approval by the Attorney General pursuant to section 26-7 and section 107-10, Hawaii Revised Statutes as to legality and form, exceptions, and reservations.

The Property is hereby conveyed subject to the restriction that said Property shall only be used as an agricultural park or for the current or similar agricultural purposes, including diversified agriculture. In the event such Property is no longer used as an agricultural park or for the current or similar agricultural purposes, including diversified agriculture, said Property shall revert to the "Robinson Owners" in accordance with the respective interests as shown in Exhibit

"B" attached hereto and made a part hereof, provided, however, the restriction contained in this paragraph is not intended to apply and shall not apply because the Property, or any portion thereof, lies vacant or fallow. This restriction may only be removed by the "Robinson Owners" holding not less than 75% interest in the Property prior to this Conveyance consenting in writing to the removal of this restriction. For the purposes of this paragraph, the "Robinson Owners" and their respective interests in the Property are shown in Exhibit "B" attached hereto and made a part hereof. Such consent by the "Robinson Owners" may be withheld in the absolute discretion of the "Robinson Owners" and they may require the payment of monies for such consent.

The parties hereto agree that this instrument may be executed in counterparts and the separate signature pages taken together shall have the same effect as if all parties had executed this instrument at the same time and place.

IN WITNESS WHEREOF, HALEKUA DEVELOPMENT CORPORATION, the Grantor herein, has caused these presents to be executed this 19<sup>th</sup> day of FEBRUARY, 2004; and the STATE OF HAWAII, by its Board of Land and Natural Resources, the Grantee herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be executed this 20<sup>th</sup> day of February, 2004, both effective as of the day, month, and year first above written.

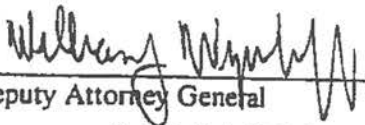
HALEKUA DEVELOPMENT CORPORATION,  
a Hawaii corporation

Approved by the Board of  
Land and Natural Resources  
at its meeting(s) held on  
9/22/03, Item D-22

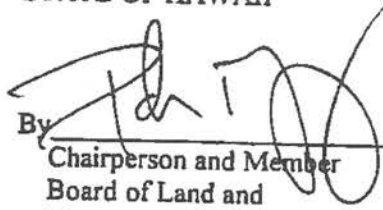
By [Signature]  
Its President

GRANTOR

APPROVED AS TO LEGALITY  
AND FORM:

  
Deputy Attorney General  
Dated: 8/19/04

STATE OF HAWAII

  
By \_\_\_\_\_  
Chairperson and Member  
Board of Land and  
Natural Resources  
*em*

GRANTEE

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

On this 19<sup>th</sup> day of February, 2004, before me appeared Herbert K. Horita, to me personally known, who, being by me duly sworn, did say that he is the President of HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation, and that the instrument was signed in behalf of the corporation by authority of its Board of Directors, and Herbert K. Horita acknowledged said instrument to be the free act and deed of the corporation.

W.S.

Joy K. Ithori  
Notary Public, State of Hawaii

Joy K. Ithori  
Print or type name of Notary

My commission expires: 7-8-05



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

On this 29th day of February, 2004, before me personally appeared Peter T. Yang, to me personally known, who, being by me duly sworn, did say that he is the Director of the Department of Land & Natural Resources of the State of Hawaii, that the seal affixed to the foregoing instrument is the seal of the Department of Land & Natural Resources, and that the instrument was signed and sealed in behalf of the State of Hawaii and said Peter T. Yang, acknowledged said instrument to be the free act and deed of the State of Hawaii.

L.S.

Jade K. Kamai  
Notary Public, State of Hawaii

Jade K. Kamai  
Print or type Name of Notary  
My commission expires: 3/10/07

Exhibit "A"

LOT A

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

Situated at Hoasae and Waikele, Ewa, Oahu, Oahu, Hawaii

Beginning at the Southwest corner of this parcel of land, on the easterly side of Kunia Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "EWA CHURCH" being 6,396.95 feet North and 21,616.60 feet West, thence running by azimuths measured clockwise from True South.

- |    |      |     |     |          |   |
|----|------|-----|-----|----------|---|
| 1. | 156' | 16' | 30" | 1,528.99 | feet along the easterly side of Kunia Road;   |
| 2. | 235' | 58' | 37" | 3,512.17 | feet along the remainder of R. P. 4490, L. C. Aw. 10474, Apana 9 to N. Namauu;  |
| 3. | 324' | 44' |     | 1,374.79 | feet along the remainders of R. P. 4490, L. C. Aw. 10474, Apana 9 to N. Namauu and R. P. 4486, Apana 1, M. Aw. 4 to Luluhiwalani; |
| 4. | 54'  | 44' |     | 19.35    | feet along the remainder of R. P. 4486, Apana 1, M. Aw. 4 to Luluhiwalani;  |
| 5. | 7'   | 16' |     | 780.37   | feet along the remainders of R. P. 4486, Apana 1, M. Aw. 4 to Luluhiwalani and R. P. 4490, L. C. Aw. 10474, Apana 9 to N. Namauu; |
| 6. | 52'  | 16' |     | 566.11   | feet along the remainder of R. P. 4490, L. C. Aw. 10474, Apana 9 to N. Namauu;  |

7. 66' 16' 30" 2,760.61 feet along the remainder of R. P. 4490, L. C. Av. 10474, Apana 9 to N. Nanaulu to the point of beginning and containing an area of 150.000 acres, more or less.

BEING THE PREMISES CONVEYED BY WARRANTY DEED WITH REVERSION

GRANTOR : HRT, LTD., a Maryland corporation  
GRANTEE : HALEKUA DEVELOPMENT CORPORATION, a Hawaii corporation  
DATED : February 24, 2004  
RECORDED : Document No. 2004-040600

SUBJECT HOWEVER, TO THE FOLLOWING:

1. Possible rollback or retroactive property taxes.
2. Reservation in favor of the State of Hawaii of all mineral and metallic mines.
3. The terms and provisions, including the failure to comply with any covenants, conditions and reservations, contained in the following:

INSTRUMENT : DECLARATION

DATED : August 19, 1985

RECORDED : Liber 20142 Page 338

4. -AS TO THE PORTION HATCHED ON THE MAP ATTACHED HERETO:-

(A) GRANT

TO : HAWAIIAN ELECTRIC COMPANY, INC.

DATED : September 10, 1956

RECORDED : Liber 3381 Page 336

GRANTING : a right-of-way (25 feet wide) for powerline purposes

(B) Perpetual easements for electric transmission purposes in favor of HAWAIIAN ELECTRIC COMPANY, INC. acquired by Final Order of Condemnation dated August 9, 1979, filed in the Circuit Court of the First Circuit, Civil No. 50192, on September 4, 1979, recorded in Liber 13973 at Page 297, described as follows:

PART "A" - Portions of R. P. 4490, L. C. Aw. 10474, Ap. 9 to N. Namauu and R. P. 4486, Ap. 1, Mahele Award 4 to Luluhiwalani, the easement area described as follows:

Beginning at the southwest end of this easement on the northeast side of Kunia Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "WAIPIO-UKA" being 12,623.35 feet south and 12,267.44 feet west and thence running by azimuths measured clockwise from true South:

1. 156° 15' 53" 101.64 feet along the northeast side of Kunia Road;
2. 235° 58' 6,612.43 feet along the remainder of R. P. 4490, L. C. Aw. 10474, Ap. 9 to N. Namauu and R. P. 4486, Ap. 1, Mahele Award 4 to Luluhiwalani;  
 Thence along the remainder of R. P. 4486, Ap. 1, Mahele Award 4 to Luluhiwalani on a curve to the right with a radius of 100.00 feet (on an azimuth of 85° 57' 56" from the radius point), the chord azimuth and distance being
3. 239° 01' 55" 178.31 feet;
4. 242° 05' 50" 344.53 feet along the remainder of R. P. 4486, Ap. 1, Mahele Award 4 to Luluhiwalani;
5. 249° 09' 177.48 feet along same to the south side of Old Railroad Right of Way;  
 Thence along the south side of Old Railroad Right of Way on a curve to the right with a radius of 1,501.40 feet, the chord azimuth and distance being
6. 313° 5' 59" 69.90 feet;  
 Thence along the south side of Old Railroad Right of Way on a curve to the right with a radius of 1,366.49 feet, the chord azimuth and distance being
7. 315° 31' 27.5" 12.29 feet;
8. 62° 05' 50" 545.96 feet along the remainder of R. P. 4486, Ap. 1, Mahele Award 4 to Luluhiwalani;

9



Thence along same on a curve to the right with a radius of 100.00 feet (on an azimuth of 272° 05' 56" from the radius of point), the chord azimuth and distance being

9. 59' 01' 55" 167.61 feet;
10. 55' 58' 6,630.60 feet along the remainder of R. P. 4485, Ap. 1, Mahale Award 4 to Luluhiwalani and R. P. 4490, L. C. Aw. 10474, Ap. 9 to N. Namaau to the point of beginning and containing an area of 742,870 square feet, more or less.

(C) Basement "14" (60 feet wide) for road and utility purposes as shown on survey map prepared by Roy T. Yama, dated June 21, 1985.

(D) Ditch as shown on Tax Map.

(E) DESIGNATION OF EASEMENT "11" (60 feet wide)

PURPOSE : road  
SHOWN : on File Plan No. 2154

(F) DESIGNATION OF EASEMENT "14" (60 feet wide)

PURPOSE : road and utility  
SHOWN : on File Plan No. 2154

5. -AS TO THE PORTION CROSS-HATCHED ON THE MAP ATTACHED HERETO:-  
A 22 foot roadway setback line along Kunia Road, as shown on File Plan No. 2154.
6. Claims arising out of rights customarily and traditionally exercised for subsistence, cultural, religious, access or gathering purposes as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
7. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
8. Unrecorded license agreement in favor of Waikale Farms, Inc. dated May 20, 2003 and matters arising from or affecting the same.

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

INSTRUMENT : WARRANTY DEED WITH REVERSION  
DATED : \_\_\_\_\_, 2004  
RECORDED : Document No. 2004-\_\_\_\_\_

The foregoing includes, but is not limited to, matters relating to right of reversion and agricultural park.

EXHIBIT "B"

The undivided interests of the respective Grantors are as follows:

CAROLINE J. ROBINSON LLC, a Hawaii limited liability company -- an undivided .375261133 interest;

J. L. P. ROBINSON LLC, a Hawaii limited liability company -- an undivided .276563067 interest;

ALLAN ZAWTOCKI, WILLIAM RHETT TABER and WILLIAM W. PATY, Trustees under the Will and of the Estate of Mark Alexander Robinson, Deceased -- an undivided .292404933 interest;

ALLAN ZAWTOCKI, WILLIAM RHETT TABER and WILLIAM W. PATY, Trustees under that certain Deed of Trust executed by Mark Alexander Robinson and Mary Kapuahaulani Hart Robinson dated July 30, 1953 -- an undivided .035176867 interest;

WENDY BRANDT JOHNSON, as Trustee of that certain unrecorded Wendy Brandt Johnson Declaration of Trust dated December 16, 1987, a short form of which having been recorded in the Bureau of Conveyances of the State of Hawaii in Liber 21484 at Page 769 -- an undivided .000119333 interest;

SUSAN BRANDT, as Trustee of that certain unrecorded Susan Brandt Declaration of Trust dated December 16, 1987, a short form of which having been recorded in said Bureau in Liber 21484 at Page 741 -- an undivided .000119333 interest;

REX BRANDT, as Trustee of that certain unrecorded Rex Brandt Declaration of Trust dated December 16, 1987, a short form of which having been recorded in said Bureau in Liber 21484 at Page 756 -- an undivided .000119333 interest;

DAVID NEVILLE ROBINSON, unmarried -- an undivided .000119333 interest;

NANCY ANN ROBINSON, unmarried -- an undivided .000119333 interest;

MICHAEL ANDREW ROBINSON, unmarried -- an undivided .000119333 interest; and

BANK OF HAWAII, a Hawaii corporation, as Trustee under that certain unrecorded Trust Agreement No. 90-01892 -- an undivided .019878002 interest.



LAND USE COMMISSION  
STATE OF HAWAII

2015 JAN 28 A 7:51

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In the Matter of the Petition of	)	DOCKET NO. A92-683
	)	
HALEKUA DEVELOPMENT	)	ORDER GRANTING SUCCESSOR
CORPORATION, a Hawai'i corporation	)	PETITIONER (TO PARCEL 52),
	)	HO'OHANA SOLAR 1, LLC'S MOTION
To Amend the Agricultural Land Use District	)	FOR ORDER AMENDING THE AMENDED
Boundary into the Urban Land Use District	)	FINDINGS OF FACT, CONCLUSIONS OF
for Approximately 503.886 Acres at Waikele	)	LAW, AND DECISION AND ORDER
and Hō'ae'ae, 'Ewa, O'ahu, City and County	)	FILED ON OCTOBER 1, 1996
of Honolulu, State of Hawai'i, Tax Map Key	)	
<u>No. 9-4-02: 1, portion of 52, 70 and 71</u>	)	

ORDER GRANTING SUCCESSOR PETITIONER (TO PARCEL 52) HO'OHANA SOLAR 1,  
 LLC'S MOTION FOR ORDER AMENDING THE AMENDED FINDINGS OF FACT,  
 CONCLUSIONS OF LAW,  
AND DECISION AND ORDER FILED ON OCTOBER 1, 1996

On August 11, 2014 Ho'ohana Solar 1, LLC (hereinafter "**Ho'ohana**" or "**Successor Petitioner**"), as Successor Petitioner to a portion of the original 504.865 acre Petition Area identified as Tax Map Key ("**TMK**") No. 9-4-002: 052 ("**Parcel 52**") filed with the Land Use Commission of the State of Hawai'i ("**Commission**") a *Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996* in Docket No. A92-683 (hereinafter the "**Motion to Amend**"), requesting the Commission to: (1) recognize Ho'ohana as the Successor Petitioner to Parcel 52 with standing to seek and obtain relief requested; (2) issue an order modifying the Commission's *Amended Findings of Fact, Conclusions of Law, and Decision and Order dated October 1, 1996* ("**1996 Order**"), as



85. Adjacent to the Petition Area, an approximately 150 acre area was set aside for use as an agricultural park to be developed by the State. The 150-acre state agricultural park ("**Kunia Agricultural Park**") was not proposed for reclassification and remains in the SLU Agricultural District.

86. Halekua had agreed with the DOA that in the event that Halekua's Petition for DBA was granted, Halekua would convey free and clear title to the 150 acres for the agricultural park to be subdivided into a number of agricultural lots to be farmed by individual farmers, upon the earlier of six months after receiving the necessary land use approvals from the State of Hawai'i and the City and County of Honolulu, or by December 31, 1997, whichever was soonest.

87. The conveyance of the Kunia Agricultural Park land was pursuant to a Memorandum of Understanding ("**MOU**"), dated March 30, 1993, by and between Halekua and the Department of Agriculture of the State of Hawai'i ("**DOA**"), whereby Halekua agreed to convey 150 acres of land to the State of Hawai'i for the purpose of establishing the Kunia Agricultural Park.

88. Pursuant to the MOU, Halekua also agreed to design and construct off-site infrastructure improvements for the agricultural park including off-site roadways, potable and irrigation water lines, and sewer lines and other utility connections, up to the property boundary of the agricultural park at no cost to the DOA no later than June 30, 2001.

89. Condition No. 19 of the 1996 Order required Petitioner to 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 MOU.

90. In 2004, the HRT Entities conveyed 150 acres identified by TMK No. 9-4-002: 080 to the State of Hawai'i for use as the Kunia Agricultural Park.

91. The connection points for the infrastructure for the Royal Kunia Phase II project, including off-site water, sewer, and drainage system was developed in the Royal Kunia Phase I infrastructure, the majority of which was designed to accommodate future development in the Royal Kunia Phase II project.

92. At full build out, the Royal Kunia Phase II project is expected to generate approximately 430 construction jobs and 1,450 industrial park jobs. Additional employment opportunities will be generated by the school and agricultural park.

93. Under the revised plan, it was anticipated that the Royal Kunia Phase II project would be developed over a 12-year period. The affordable multi-family units were to be developed proportionately along with the market single-family units.

94. The Commission did not impose a specific condition under the Halekua Orders setting forth a timeframe for development, or a development deadline for the Royal Kunia Phase II project. Halekua's estimated timeframe for development of Royal Kunia Phase II has passed.

95. Various legal proceedings, including a bankruptcy proceeding in the 2000s, resulted in Halekua losing control of the Petition Area and caused a delay in development of the Royal Kunia Phase II project.

96. Three increments are planned for Royal Kunia Phase II. Increments 1 and 2 are proposed to be developed on TMK Nos. 9-4-002: 001, 070, 071, 078 and 079, which are currently owned by Canpartners, the HRT Entities, and RKES, LLC. Increments 1 and 2 are proposed for development of an approximately 123 acre industrial park, school, and both single-

4. Article XI, section 1 of the Hawai'i State Constitution requires the State to conserve and protect Hawai'i's natural beauty and all natural resources, including land, water, air, minerals and energy sources, and to promote the development and utilization of these resources in a manner consistent with their conservation and in furtherance of the self-sufficiency of the State.

5. Article XI, section 1 of the Hawai'i State Constitution states that all public natural resources are held in trust by the State for the public benefit. Governmental bodies are precluded from authorizing a proposed use that will impact the public trust in the absence of an affirmative showing that the use does not conflict with public trust principles and purposes. *Kauai Springs v. Planning Comm'n of the County of Kauai*, 133 Hawai'i 141, 324 P.3d 951 (2014).

6. Article XI, section 3 of the Hawai'i State Constitution requires the State to conserve and protect agricultural lands, promote diversified agriculture, increase agricultural self-sufficiency, and assure the availability of agriculturally suitable lands.

7. Parcel 52 and the Petition Area were not, prior to reclassification to the Urban district, designated as Important Agricultural Lands under Part III of IIRS Chapter 205.

8. Article XI, section 7 of the Hawai'i State Constitution states that the State has an obligation to protect, control, and regulate the use of Hawai'i's water resources for the benefit of its people.

9. The Commission concludes that it has observed and complied with its duties arising under Article XI, section 1; Article XI, section 3; Article XI, section 7; and Article XII, section 7 of the Hawai'i State Constitution.

#### IV. DECISION AND ORDER

IT IS HEREBY ORDERED that Parcel 52, consisting of approximately 161.023 acres of land situate at Waikele and Hō'ae'ae, 'Ewa, O'ahu, Hawai'i, identified as TMK No. 9-4-002:



052 ("Parcel 52"), and shown approximately on Exhibit "A", attached hereto and incorporated herein by reference, may be used as a utility-scale solar farm, including all related utility and other infrastructure, for an operational period, excluding decommissioning, not to exceed 35 years from the date of this Order.

Based upon the findings of fact and conclusions of law stated herein, it is hereby determined that the use of Parcel 52 for a solar farm will not significantly affect or impair the preservation or maintenance of natural systems and habitats or the valued cultural, historical, agricultural, and natural resources of the area.

IT IS FURTHER ORDERED that the following conditions shall apply:

A. **New Conditions Imposed on the Petition Area.** The following Conditions A1 through and including A3 shall replace Condition No. 19 of the Halekua Orders. Condition A4 shall replace Condition No. 21 of the Halekua Orders:

1. **Royal Kunia Agricultural Park Offsite Infrastructure.** Within six (6) months of the date of the Commission's Order, the landowner(s) within the Petition Area shall finalize an amendment to the Memorandum of Understanding (dated 1993 and subsequent amendments in 2007, 2009 and 2012) with the Department of Agriculture, and comply with this amended Memorandum of Understanding. This Memorandum shall require that off-site infrastructure to the State of Hawai'i's Kunia Agricultural Park be completed no later than December 31, 2016.
2. **Revised Master Plan.** Within twelve (12) months of the date of the Commission's Order, the landowners within the Petition Area shall submit revised master plan(s) and schedule(s) for the development of their respective Increments 1, 2, and 3, comprising the Royal Kunia Phase II project.
3. **Status Report.** By March 31, 2015, all landowners within the Petition Area shall submit to the Commission a status report on the development of their respective parcels of land.
4. **Notice to Commission.** Condition No. 21 of the Halekua Orders is hereby deleted and replaced with new Condition No. 21, which shall read as follows:

"Petitioner shall provide notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the subject property prior to or during development of the subject property, excluding, however, sales or



leases of the individual lots or condominium units in a residential development, or leases in an industrial development."

**B. New Conditions Imposed Solely on the Solar Farm to be Developed on Parcel 52.**

The following conditions B1 through and including B7 shall be applicable only to the solar farm on Parcel 52, and shall be applicable only upon development of the solar farm use on Parcel 52:

1. Royal Kunia Agricultural Park Non-Potable Water Connection. By December 31, 2016, Ho'ohana shall, at no cost to the State and concurrent with construction of the solar farm, design and provide an offsite, non-potable waterline from Reservoir 225 to the boundary of the Royal Kunia Agricultural Park (the "non-potable waterline"), to specifications mutually acceptable to Ho'ohana and the Department of Agriculture. Prior to providing the non-potable waterline, Ho'ohana shall at its sole cost and expense, cause Robinson Kunia Land LLC to grant any required non-exclusive, perpetual utility easement(s) to the State of Hawai'i for the alignment of the non-potable waterline. Ho'ohana shall provide contracted Maintenance on the installed non-potable waterline and maintain the non-potable waterline in an operable condition for the duration of the operation of the solar farm at no cost to the State. The Department of Agriculture shall be solely responsible for obtaining the non-potable water allocation to service the Royal Kunia Agricultural Park. If Ho'ohana is required to perform an environmental impact statement pursuant to Chapter 343, Hawai'i Revised Statutes, then the time period set forth in this condition shall be extended by the number of days that Ho'ohana is delayed as a result.
2. Fish and Wildlife Protection. Ho'ohana shall consult with the US Fish and Wildlife Service to coordinate staff training programs and measures to mitigate adverse impacts on endangered and migratory avian species.
3. Archaeological and Historic Resources. No ground altering activities shall occur prior to obtaining approval of the Archaeological Inventory Survey from the State Historic Preservation Division.
4. Aircraft and Traffic Hazard. If the photovoltaic array creates a hazardous condition for pilots or motorists, the facility operator shall immediately initiate steps to mitigate the hazard upon notification by the Department of Transportation.
5. Development Schedule. The proposed solar farm shall be substantially completed within two (2) years from the approval date of this Decision and Order.
6. Compliance with Representations. Ho'ohana shall develop the solar farm in substantial compliance with its representations reflected in the Decision and Order. Failure to develop Parcel 52 as a solar farm as represented will constitute good cause for the Commission to issue an Order to Show Cause to Ho'ohana pursuant to Section 15-15-93 of the Commission Rules.

7. Decommissioning of the Solar Farm. The solar farm shall be decommissioned following its operational timeframe. The decommissioning activities shall include, but not be limited to, the removal of the foundational piers as is commercially feasible, and the complete removal of all modules and associated components. All metal components shall be recycled to the extent commercially feasible, and Ho'ohana shall minimize disposal of any solar farm components in any landfill in the State of Hawaii'i. Any future use of Parcel 52 following the decommissioning of the solar farm shall be subject to the environmental review process promulgated under HRS Chapter 343, as applicable, and shall require the filing of a motion to amend the Decision and Order with the Commission. Such motion to amend shall include a revised master development plan for Royal Kunia Phase II, Increment 3 and shall further include but not be limited to a revised Traffic Impact Analysis Report, Engineering Report, Socio-Economic Analysis Report, Environmental Report, and Archaeological Inventory Survey Report.

IT IS FURTHER ORDERED that, except as expressly noted above with respect to the amendment of Condition Nos. 19 and 21, the above New Conditions Imposed on the Petition Area shall be in addition to the Conditions imposed under the Halekua Orders. The Conditions imposed under the Halekua Orders are hereby reaffirmed and shall continue in full force and effect as they pertain to the Petition Area and Parcel 52.<sup>4</sup>

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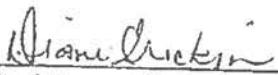
<sup>4</sup> Nothing contained herein shall be construed in any way to amend, rescind, or otherwise disturb the following: (1) the agreement between OP and the HRT Entities as expressed in the December 29, 2003 Stipulation by and between OP and the HRT Entities, which was filed with the Commission on December 30, 2003; and (2) the rights of the HRT Entities as expressed in the Commission's February 23, 2004 Order Granting the Office of Planning's Amended Motion to Exempt HRT, Ltd.'s Property from the Order to Show Cause Granted on February 26, 2003, Pursuant to the Stipulation filed on December 30, 2003.

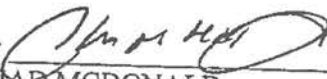
V. ADOPTION OF ORDER

This ORDER shall take effect upon the date this ORDER is certified and filed by this Commission.

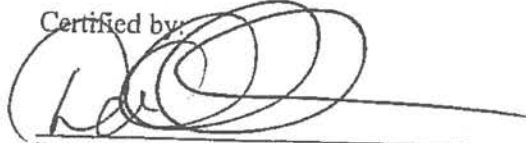
Done at Honolulu, Hawai'i, this 28th day of January, 2015, per motion on January 23, 2015.

APPROVED AS TO FORM

  
\_\_\_\_\_  
Deputy Attorney General

By   
\_\_\_\_\_  
CHAD MCDONALD  
Chairperson and Commissioner  
State Land Use Commission

Filed and effective on January 28, 2015

Certified by:   
\_\_\_\_\_  
DANIEL E. ORODENKER  
Executive Officer  
State Land Use Commission

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAI'I

In the Matter of the Petition of

HALEKUA DEVELOPMENT  
CORPORATION, a Hawai'i Corporation

Plaintiff,

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

DOCKET No. A92-683

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing document will be served by way of first class  
U.S. Mail postage prepaid and email on the below-named party at their last known address on  
August \_\_\_\_, 2020:

Mary Alice Evans, Director  
State of Hawaii, Office of Planning  
Leiopapa A. Kamehameha Building  
235 S. Beretania Street, 6<sup>th</sup> Floor

Kathy K. Sokugawa, Acting Director  
Dept. of Planning and Permitting  
City and County of Honolulu  
Frank F. Fasi Municipal Building  
650 S. King Street  
Honolulu, Hawaii 96813

Jennifer A. Lim  
Carlsmith Ball LLP  
ASB Tower, Suite 2100  
1001 Bishop Street  
Honolulu, Hawaii 96813

Attorneys for Ho'Ohana Solar 1, LLC



Clare E. Connors  
Dawn T. Apuna  
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Honolulu, Hawaii 96813  
Attorneys for State of Hawaii, Office of Planning

Paul S. Aoki  
Duane Pang  
Dept. of the Corporation Counsel  
530 S. King Street, Room 110  
Honolulu, Hawaii 96813  
Attorneys for Dept. of Planning and Permitting,  
City and County of Honolulu

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Rush Moore LLP  
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Honolulu, Hawaii 96813  
Attorneys for Robinson Kunia Land LLC

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HRT Realty, LLC  
3660 Waialae Avenue, Suite 400  
Honolulu, Hawaii 96816

Patrick K. Kobayashi  
RKES, LLC  
1288 Ala Moana Blvd., Suite 201  
Honolulu, Hawaii 96814

Troy T. Fukuhara  
Kunia Residential Partners  
680 Iwilei Road, Suite 510  
Honolulu, Hawaii 96817

Susan A. Li  
Hawaiian Electric Company, Inc.  
1001 Bishop Street, Suite 2500  
Honolulu, Hawaii 96813

DATED: Honolulu, Hawaii, August \_\_\_, 2020

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Attorney for Successor Petitioner (to Parcel 71)  
HASEKO ROYAL KUNIA, LLC

RP2 VENTURES, LLC  
2024 N. King Street, Suite 200  
Honolulu, HI 96819

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAI'I

In the Matter of the Petition of

HALEKUA DEVELOPMENT  
CORPORATION, a Hawai'i Corporation

Plaintiff,

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

DOCKET No. A92-683

RP2 VENTURES, LLC'S  
STATEMENT IN SUPPORT OF  
SUCCESSOR PETITIONER (TO  
PARCEL 71) HASEKO ROYAL  
KUNIA, LLC'S MOTION FOR  
ORDER AMENDING THE  
AMENDED FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND  
DECISION AND ORDER FILED ON  
OCTOBER 1, 1996

RP2 VENTURES, LLC'S STATEMENT IN SUPPORT OF  
SUCCESSOR PETITIONER (TO PARCEL 71) HASEKO ROYAL KUNIA,  
LLC'S MOTION FOR ORDER AMENDING THE  
AMENDED FINDINGS OF FACT, CONCLUSIONS OF LAW, AND  
DECISION AND ORDER FILED ON OCTOBER 1, 1996

Former Successor Petitioner, RP2 VENTURES, LLC, has reviewed the  
SUCCESSOR PETITIONER (TO PARCEL 71) HASEKO ROYAL KUNIA, LLC'S  
MOTION FOR ORDER AMENDING THE AMENDED FINDINGS OF FACT,  
CONCLUSIONS OF LAW, AND DECISION AND ORDER FILED ON OCTOBER 1,  
1996, filed herein, and confirms that Haseko Royal Kunia, LLC is the present owner of  
Parcel 71, and supports the relief requested.

DATED: Honolulu, Hawaii, August \_\_\_, 2020.

RP2 Ventures, LLC

By:

Its:

DEPARTMENT OF PLANNING AND PERMITTING  
**CITY AND COUNTY OF HONOLULU**

650 SOUTH KING STREET, 7<sup>TH</sup> FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 768-8000 • FAX: (808) 768-6041  
DEPT. WEB SITE: [www.honolulu.gov](http://www.honolulu.gov) • CITY WEB SITE: [www.honolulu.gov](http://www.honolulu.gov)

KIRK CALDWELL  
MAYOR



KATHY K. SOKUGAWA  
ACTING DIRECTOR

TIMOTHY F. T. HIU  
DEPUTY DIRECTOR

EUGENE H. TAKAHASHI  
DEPUTY DIRECTOR

2020/W-27(JY)

<b>PERMIT:</b>	<b>ZONING WAIVER</b>
File Number:	2020/W-27
Project:	Hoohana Solar
Location:	94-761 Kupuna Loop
Tax Map Key:	9-4-002: 052
Zoning:	AG-1 Restricted Agricultural District
Owner:	Robinson Kunia Land LLC
Applicant:	Hoohana Solar 1, LLC
Agent:	Group 70 International, Inc., dba G70 (Tracy Camuso)
Date Accepted:	July 7, 2020

The request to waive Land Use Ordinance (LUO) Sections 21-3.50-4(b), [Table 21-3.1] to allow a Utility Installation, Type B (solar farm) to exceed the maximum building area in accordance with the application documents (received June 22, 2020) is **APPROVED**, subject to the following conditions:

1. Except as required by the conditions of approval, herein, development of the site shall be in general conformance with the approved Project, as described herein and shown on Exhibits A through C. Any modification to the Project and/or approved plans shall be subject to the prior review of and approval by the Director of the Department of Planning and Permitting (DPP). Minor modifications shall be processed in accordance with LUO Section 21-2.20(k). Major modifications shall require a new waiver.
2. This application has only been reviewed and approved pursuant to the provisions of LUO Section 21-2.130 (Waiver of Requirements), and all other development on the site shall comply with the other provisions of the LUO.



3. Approval of this Waiver shall not be construed as approval of any building or other permit application; such applications are reviewed separately and shall comply with applicable codes and regulations. The Applicant will be responsible for insuring that the final plans for the Project approved under this permit comply with all applicable governmental agencies' provisions and requirements.
4. The Director of the DPP may modify the conditions of this approval by imposing additional conditions, modifying existing conditions, or deleting conditions deemed satisfied upon a finding that circumstances related to the approved Project have significantly changed so as to warrant a modification to the conditions of approval.
5. In the event of the noncompliance with any of the conditions set forth herein, the Director of the DPP may terminate all uses approved under this permit or halt their operation until all conditions are met or may declare this permit null and void or seek civil enforcement.

Hoohana Solar is an existing Utility Installation, Type B (solar farm) in Kunia which will be connected to the Hawaiian Electric Company (HECO) electrical grid. The 161-acre irregularly-shaped parcel (Project site) in the AG-1 Restricted Agricultural District and State Urban District and is accessed from Plantation Road. The northwest corner portion of the lot is approximately 80 feet higher than the southeast portion of the lot. The lot appears to be graded as there are berms on the property for drainage purposes. A power line easement in favor of HECO runs along the northern property line.

The maximum building area (lot coverage) for non-agricultural buildings in the AG-1 Agricultural District is 10 percent of the zoning lot. A previous Zoning Waiver (File No. 2014/W-67 approved on February 6, 2015), allowed the solar farm a building area of approximately 39 acres or 24 percent of the zoning lot area. A minor modification to the Zoning Waiver (File No. 2019/MOD-94) was approved on October 30, 2019 for an eight percent increase in building area to approximately 51 acres or 32 percent of the zoning lot area.

The Applicant now proposes to increase the building area (lot coverage) of the Utility Installation, Type B from 32 percent to 69.6 percent, or an increase of 37.6 percent; therefore a new Zoning Waiver is required. The proposal will exceed the maximum 10 percent allowable building area of the AG-1 Restricted Agricultural District by 59.6 percent. Originally, the Applicant proposed using the northern parcel (Tax Map Key 9-4-003: 001) to expand the solar farm to minimize the building area increase on the Project site. However, the northern parcel has soil classified as B, C, and D by the Land Survey Bureau, and is within the State Agricultural Land Use District. The northern parcel is preferred to be used as active agriculture. As such, the Applicant decided to forgo expanding into the northern parcel and will retain all solar farm activity



on the Project site. The existing topography and distance from neighboring properties help to mitigate views of the lot.

Given the circumstances and conditions of the site, the request is reasonable. Pursuant to LUO Section 21-2.130(b), the Director of the DPP has found that the granting of this Waiver shall not, under the circumstances and conditions applied in the particular case, adversely affect the health or safety of persons, and shall not be materially detrimental to the public welfare or injurious to nearby property improvements.

Any party (to the case) wishing to appeal the Director's action must submit a written petition to the Zoning Board of Appeals (ZBA) within 30 calendar days from the date of mailing or personal service of the Director's written decision (Zoning Board of Appeals Rules Relating to Procedure for Appeals, Rule 22-2, Mandatory Appeal Filing Deadline). Essentially, the Zoning Board of Appeals' rules require that a petitioner show that the Director based his/her action on an erroneous finding of a material fact and/or that the Director acted in an arbitrary or capricious manner, or manifestly abused his/her discretion. Generally, the ZBA can only consider the evidence previously presented to the Director of the DPP. The filing fee for appeals to the ZBA is \$400 (payable to the City and County of Honolulu).

Failure to comply with ZBA Rules Chapter 22, Procedure for Appeals, may result in the dismissal of the appeal. Copies of the ZBA rules are available at the DPP. Appeals should be addressed to:

Zoning Board of Appeals  
c/o Department of Planning and Permitting  
650 South King Street, 7th Floor  
Honolulu, Hawaii 96813

Should you have any questions, please contact Joette Yago of our Urban Design Branch at 768-8034 or via email at [jjago@honolulu.gov](mailto:jjago@honolulu.gov).

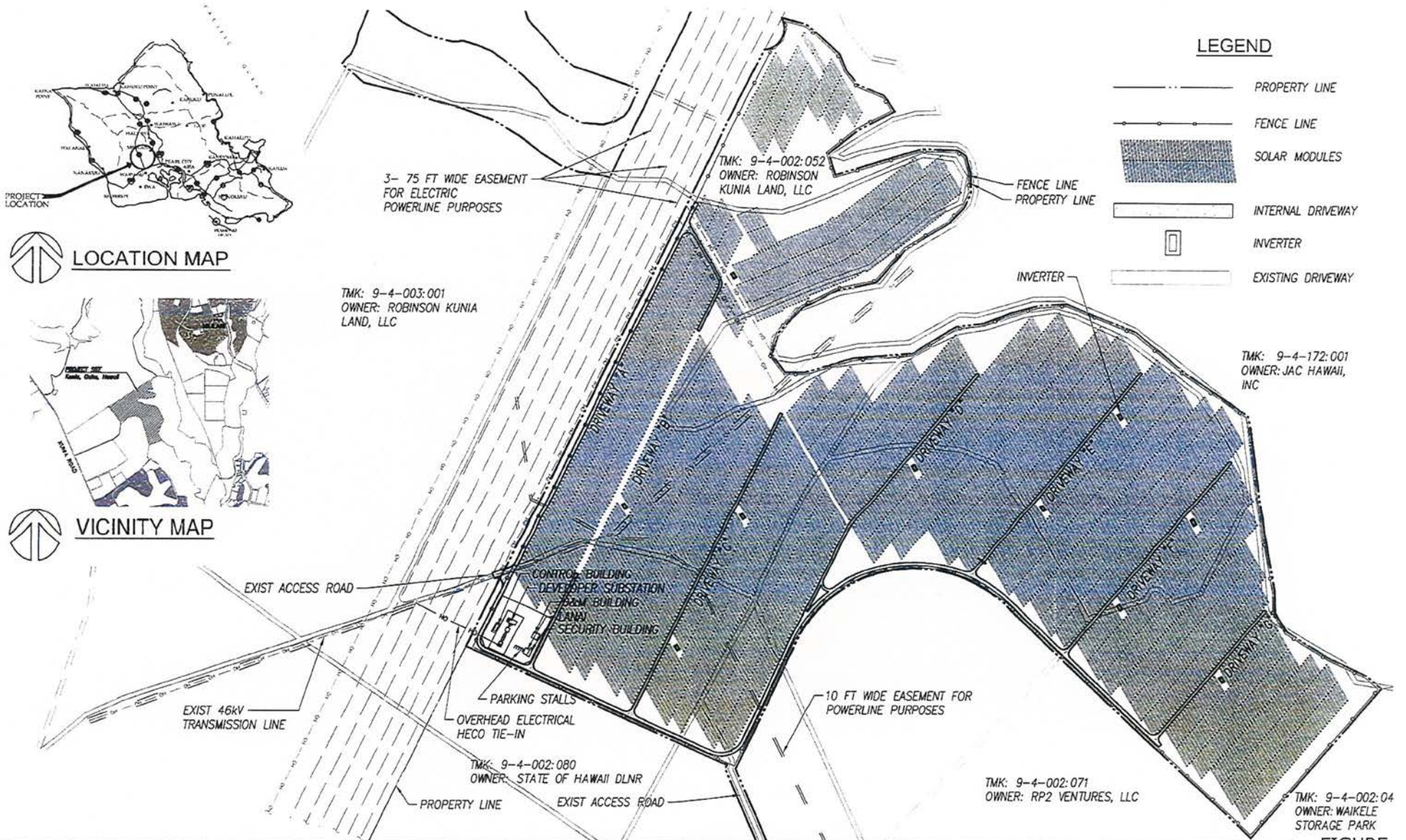
Enclosure: Exhibits A through C

***THIS COPY, WHEN SIGNED BELOW, IS NOTIFICATION OF THE ACTION TAKEN.***

 for Director  
\_\_\_\_\_  
SIGNATURE TITLE DATE  
August 14, 2020

This approval does not constitute approval of any other required permits, such as building or sign permits.

# EXHIBIT A



HOOHANA SOLAR  
CONDITIONAL USE PERMIT



## EXISTING SITE PLAN

SCALE: 1" = 400'



111 S. KING STREET, SUITE 110  
HONOLULU, HAWAII 96810  
808.523.5886  
WWW.G70.DESIGN

FIGURE

1



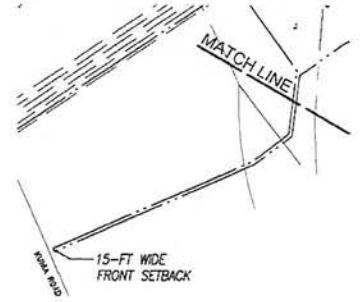
# EXHIBIT B



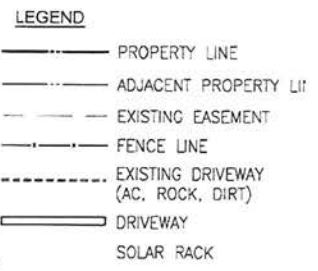
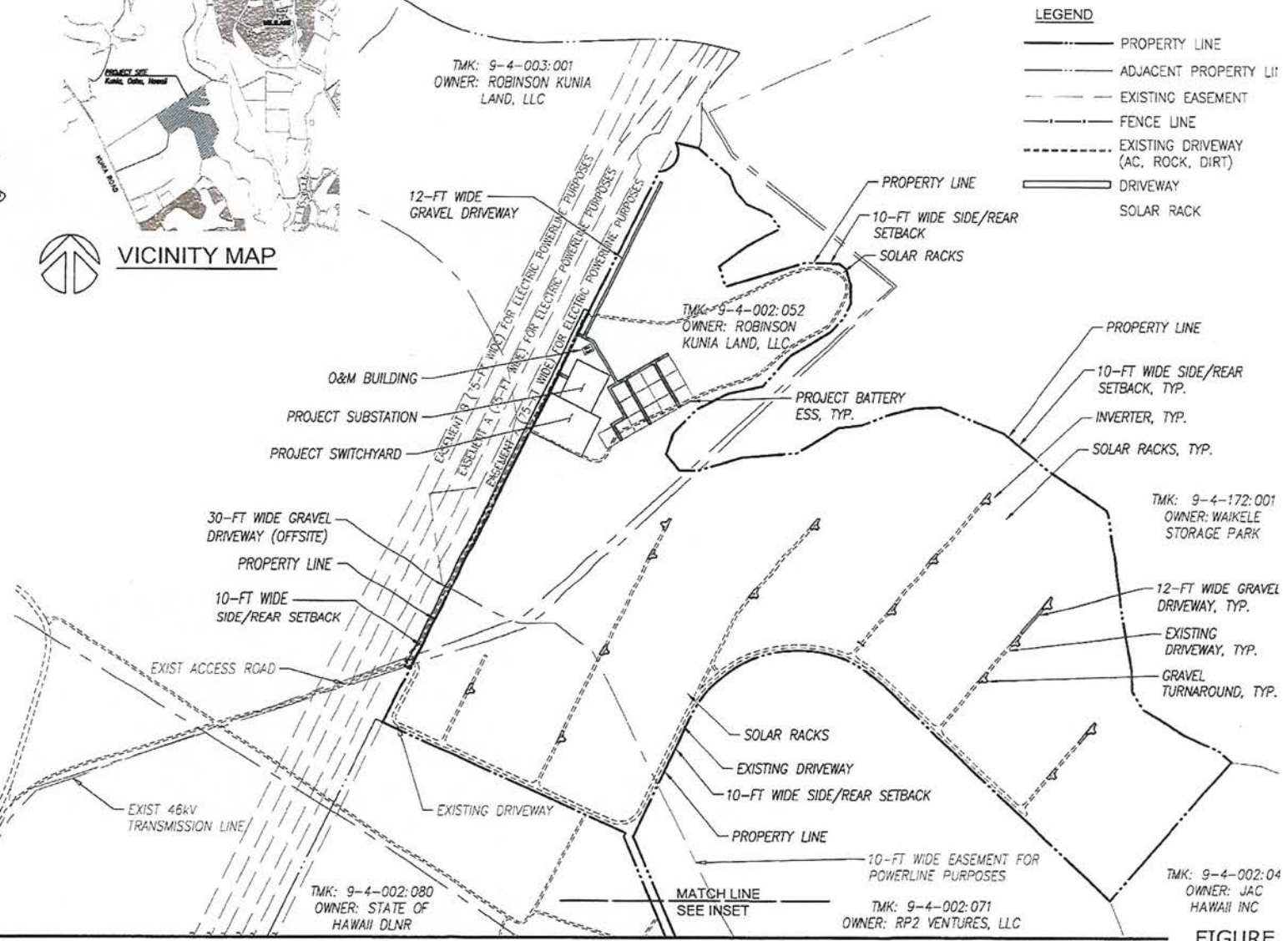
**LOCATION MAP**



**VICINITY MAP**



**INSET**



HOOHANA SOLAR FARM  
CONDITIONAL USE PERMIT

**PROPOSED SITE PLAN**

SCALE: 1" = 50'



FIGURE

**2**

# EXHIBIT C

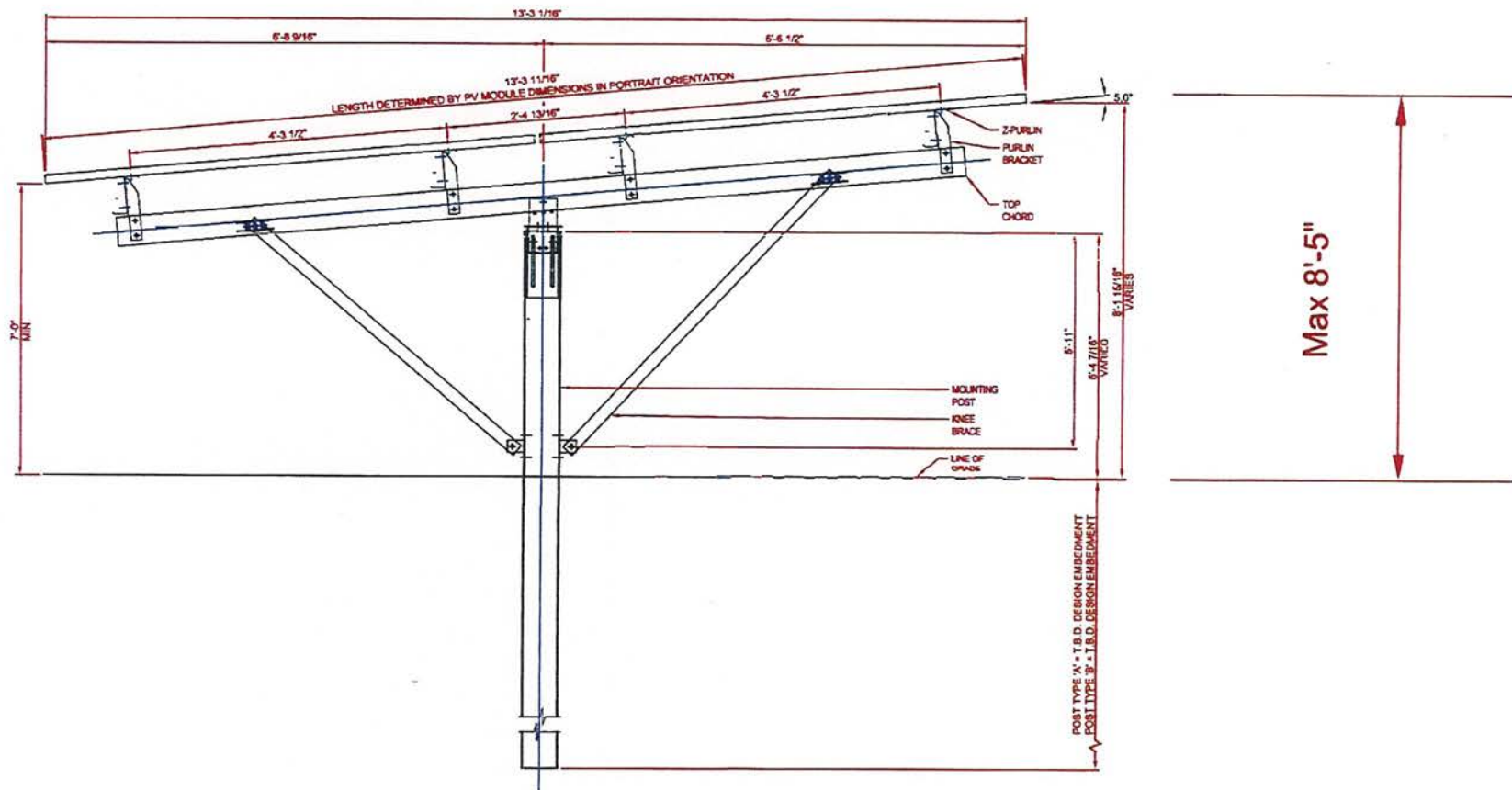


FIGURE 13 - PANEL ELEVATION



# Laurence Robert Greene, M.Sc., MBA

## Executive Summary

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Laurence is an energy development executive with 32 years of international energy industry experience, the last 20 of which has been exclusively in renewable energy project development (solar, wind, biomass, biodiesel). He has developed nearly 1900 MW of utility-scale wind, solar, biodiesel and battery storage renewable energy projects in North America. His interpersonal communication and problem-solving skills are based on a foundation of project development, government relations, business development, and operations disciplines. He has successfully built and led multinational, multidisciplinary energy development teams. He has extensive experience in international business, risk analysis, new market entry, project permitting and regulatory matters, and balancing short-term and long-term goals.

Laurence is the Vice President of Development—U.S. West for 174 Power Global, the North American solar energy and battery storage subsidiary of the Fortune Global 500 Hanwha Group. Laurence began working for Hanwha's solar development arm in 2011 when, as the Principal of Greene Renewable Energy Inc., he was hired as a consultant to develop Hanwha's capabilities in utility-scale solar development. He worked in that capacity for a number of related Hanwha solar development entities (Q CELLS, Hanwha Solar Energy, and others), for whom he advised on project development, market development, power purchase, interconnection, construction contracts, scalable project pipeline risk management methods, project acquisition and development, and regulatory and public policy matters; Laurence leads a team of renewable energy development professionals that has developed over 500 MW of solar projects now operating in the US, including Oahu's 5 MW Kalaeloa Renewable Energy Park that was placed into operation in November 2013. He is currently developing additional projects in Hawaii, including the Ho'ohana Solar One solar farm in Kunia, Oahu. His focus has been in designing and completing complex NEPA and CEQA permitting programs for energy projects on Federal (BLM, DOE, DOD) lands, negotiating power off-take and interconnection agreements, securing equipment supply, preparing project financing packages, the identification of green field project opportunities and business development activities relating to the acquisition and sale of such projects. He advises on strategic planning, instituting scalable business processes, managing industry relations and public policy.

Prior to becoming a full-time employee of 174 Power Global in 2015, Laurence, as the Principal of Greene Renewable Energy, provided consulting services specialized in helping renewable energy developers manage the wind energy and solar energy development process. In addition to 174 Power Global, his clients included 1) the U.S. Army, for whom he advised on renewable energy development and energy security matters on Department of Defense installations in Hawaii, California, Arizona and New York; and 2) a Midwest wind developer/operator, for whom he has successfully negotiated PPA and interconnection agreements and assisting with corporate finance matters.

Prior to mid-2011, Laurence served as the Director of Public Policy for Acciona Energy North America. There he was responsible for all governmental and industrial affairs across Acciona's U.S. and Canadian energy businesses: Acciona Wind Energy (wind development); Acciona Wind Power (wind turbine manufacturing); Acciona Solar Power (solar thermal power development); and Acciona Solar Energy (solar photovoltaic development). He was previously the Vice President of Development for the Wind Energy group and the Director of Development for the Solar Power group, where he hired and led a team of development professionals responsible for land lease, wind and solar resource assessment, interconnection, power purchase RFP bids, environmental permitting, project acquisition due diligence, and project finance.

## Laurence Robert Greene

---

Prior to joining Acciona in 2005, Laurence served for four years as Vice President of Development at Global Renewable Energy Partners (GREP), a Vestas Company, and led the company's market expansion and project development activities across the USA and Canada.

Laurence was the past President of the California Wind Energy Association (2010-2015) and an American Council on Renewable Energy (ACORE) Leadership Council member. Laurence holds a Master of Science Degree (Geology) from the University of California, Davis, and an MBA from UCLA's Anderson School of Management, where he specialized in international market development strategy and business management. Laurence also holds a Post-Masters Certificate in Environmental Engineering.

### Key Projects

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#### *U. S. Projects: 1686 MW now in operation*

- U.S. Army, multiple projects HI, AZ, NY—128 MW COD 2013—2018
- Hawaii—Kalaeloa Renewable Energy Park solar farm—5 MW—COD 2013
- California—2 MW solar farm—COD 2015
- California—4 MW solar Farm—COD 2014
- Nevada—64.5 MW solar thermal plant (world's largest in 18 years at time of completion)—COD 2006; 10.5 MW expansion COD 2009
- Nevada—400 MW solar farm—COD 2019—2020
- Idaho—80 MW solar farm—COD 2014
- Wyoming—80 MW solar farm—COD 2019
- North Dakota—107.5MW wind farm—COD 2015
- North Dakota—11.5 MW wind farm—COD 2006
- North / South Dakota—180 MW wind farm—COD 2007
- Oklahoma—123 MW wind farm—COD 2008
- Oklahoma—132 MW wind farm—COD 2011
- Oklahoma—150 MW wind farm—COD 2015
- Texas—182 MW solar farm—COD 2018
- Minnesota—7 MW solar farm—COD 2017
- Indiana—11 MW solar farm—COD 2011
- Wisconsin—2 MW—COD 2016
- Florida—1.5 MW Solar + 3.8 MWh Battery—COD 2020
- Puerto Rico—5 MW—COD 2015

#### *Canadian Projects: 180 MW now in operation*

- Manitoba—103 MW wind farm, 1<sup>st</sup> in Manitoba and largest in Canada at time of completion—COD 2005
- New Brunswick—45 MW wind farm—COD 2011
- Nova Scotia—31.5 MW wind farm—COD 2012



## Laurence Robert Greene

### Experience

---

Jan 2015 to Present                      174 Power Global and predecessor                      Irvine, CA  
Hanwha solar energy companies

#### **Vice President of Development – U.S. West**

Laurence is the Vice President of Development—U.S. West for 174 Power Global, a subsidiary of the Fortune Global 500 Hanwha Group. Laurence's focus has been in designing and completing complex NEPA and CEQA permitting programs for energy projects on Federal (BLM, DOE, DOD) lands, negotiating power off-take and interconnection agreements, securing equipment supply, preparing project financing packages, the identification of green field project opportunities and business development activities relating to the acquisition and sale of such projects. He advises on strategic planning, instituting scalable business processes, managing industry relations and public policy. Laurence leads a team that currently has a 4500 MW project development pipeline, with over 500MW of solar projects now operating in the U.S., and another 750 MW now being contracted or in construction. He is the developer of the 5 MW solar project in Kalaeloa, Oahu, the Kalaeloa Renewable Energy Park, that was placed into operation in November 2013. He is currently developing additional projects in Hawaii, including the Ho`ohana Solar One solar farm in Kunia.

---

July 2011 to January 2015                      Greene Renewable Energy Inc                      Carlsbad, CA

#### **Principal**

Consultant for wind energy and solar energy developers who seek his expertise in strategic planning, the design and execution of the renewable energy development process, and public policy. Laurence advises clients on new market development, project risk management, environmental permitting, electrical interconnection, power marketing, equipment procurement, and related project development activities. His clients included Hanwha Group, the U.S. Army, a publicly-traded European wind energy development and operating company, and a large, privately-held energy development group that focuses on U.S. government energy and construction infrastructure projects.

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September 2010—June 2011                      Acciona Energy North America                      Solana Beach, CA

#### **Director of Public Policy, North America**

Responsible for leading the company's external affairs efforts (regulatory, legislative, political, and industry relations) across all Acciona's renewable energy and turbine manufacturing businesses in the United States and Canada. Interfaced with politicians and government regulators and advised Acciona's U.S. and Spain leadership on policy drivers affecting these markets and industries. Served the business development and financial arms of Acciona's Wind, Wind Turbine Manufacturing, Solar Thermal, and Solar Photovoltaic businesses, providing key information and strategic direction regarding regulatory and legislative policies that impact current and future planned operations.

#### Key Initiatives

- Led successful industry response opposing proposals by the Oklahoma legislature to eliminate the Oklahoma State Production Tax Credit.
- Led successful company effort to support the American Wind Energy Association's fight to extend the Section 1603 tax benefits through year 2011.
- Worked with California Wind Energy Association members and political consultants to shape provisions of the since adopted 33% Renewable Portfolio Standard.

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January 2009—March 2011	Acciona Solar Power, Inc.	Las Vegas, NV
Aug 2005—December 2008	Acciona Wind Energy	Solana Beach, CA

**Director of Development, Acciona Solar Power, Inc.**  
**Vice President of Development, Acciona Wind Energy**

Responsible for coordinating development operations for a 3100-MW portfolio of utility-scale wind farms and solar plants in the U.S. and Canada. Focus markets: CAISO, WECC and SPP. Advised senior management on integration and transfer pricing issues facing the development and manufacturing subsidiaries. Developed rigorous project development risk-management process. Hired and led the development team. Coordinated efforts of the U.S. team and their interface with the extensive pool of resource assessment, engineering, operations, and finance professionals in the Spanish HQ offices. Responsible for successful bid for the Department of Defense's largest solar energy development program, an innovative combined Solar Thermal / Solar PV development--managed the development team and interfaced directly with senior California and federal regulators, politicians and the Pentagon.

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October 2001—July 2005	Global Renewable Energy Partners, a Vestas Company	La Jolla, CA
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**Vice President of Development**

Responsible for coordinating the development of a 1000-plus-MW portfolio of U.S. and Canada wind farms. In response to deteriorating U.S. market conditions, designed the company's strategic road-map that shifted focus from U.S. federal lands to the rapidly expanding Canadian market. These pioneering activities in British Columbia (1<sup>st</sup> PPA and permitted wind project), Manitoba (1<sup>st</sup> constructed wind farm), and New Brunswick and Nova Scotia (two of the first utility scale wind developments) were key to the channel expansion strategy of the vertically-integrated parent-company whose downstream move into project development increased placement of their wind turbine equipment. This enabled Vestas to secure a dominant global position in wind energy manufacturing despite GE's competitive threat. Coordinated work with London- and Copenhagen-based senior management and technicians, resulting in an efficient 24-hours-per-day development cycle. Coordinated the team of developers, legal, permitting, meteorology, construction and financial analyst professionals. Negotiated contracts with partners, landowners, utilities, and permitting authorities. Developed largest single-site wind farm in Canada (at the time) and secured first (NEPA) permits for wind farms on DOE and BLM U.S. federal lands.

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Sept. 2000—October 2001	Marketing and Business Development Consultant	Carlsbad, CA
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**Independent Marketing Consultant**

Consultant for high-technology corporations including Qualcomm and Toshiba. Developed adoption rate profiles for new technologies; developed/implemented conjoint analysis pre-product launch marketing surveys; used real-options analysis to value partnering opportunities.

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January 1999—August 2000	Unocal Indonesia Company (now a Chevron Company)	Balikpapan, Island of Borneo, Indonesia
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**Senior Project Manager**

Responsible for operations and planning for Unocal Corporation's single largest asset worldwide.



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Led team of 10 expatriate and Indonesian national professionals to manage asset development. Acted as liaison for Indonesian and Japanese business partners. Designed and implemented operational strategy that increased drilling success rate. Advanced technological frontier by designing and directing operations for two of the most challenging wells drilled to date while delivering these difficult projects on-time and within strict budget.

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October 1993—Dec 1998                      Unocal Thailand, Ltd.                      Bangkok, Thailand  
(now a Chevron Company)

### **Special Projects Operations Manager**

Held increasingly responsible positions culminating in appointment to Special Projects. Jointly reported to Exploration VP of Unocal's largest operating unit worldwide and to Thailand Country Manager. Defined and implemented Best Practices; managed annual Security and Exchange Commission's financial and petroleum resource certification process. Measured project performance, reported to independent auditors and European and Asian partners. Authored Technical and Operational Capabilities document that helped secure a 20% stake in 2500 square miles of the "Thailand-Vietnam Overlap Area" exploration acreage. Coordinated efforts of 40-member multinational, multidisciplinary team; developed statistical analysis tools and standards.

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June 1988—September 1993                      Unocal Corporation                      Ventura, CA  
Los Angeles, CA

### **Development Geologist**

Led 7-member science, engineering, and permitting team responsible for Los Angeles County planning and development operations. Developed prospect portfolio, analyzed economics, and prepared development plan and budget. Advised Senior Management and landowners of environmental issues. Designed innovative development program for downtown Los Angeles. Designed and directed onshore and offshore drilling operations in Ventura County, CA.

## **Education**

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2000—2002                      UCLA Anderson School                      Los Angeles, CA

### **Master of Business Administration**

1990—1992                      University of California, Los Angeles                      Los Angeles, CA

### **Certificate in Environmental Engineering**

1983—1988                      University of California, Davis                      Davis, CA

### **Master of Science, Geology**

1979—1982                      University of California, Los Angeles                      Los Angeles, CA

### **Bachelor of Science, Geology**

- *Cum Laude*, Alumni Scholar, Regents' Scholar

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### **Honors, Publications, Professional Memberships and Licenses**

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- Registered California Professional Geologist (#5447), *1992-Present*
  - American Council on Renewable Energy (ACORE), *Leadership Council Member, 2010-Present*
  - California Wind Energy Association (CalWEA), *President, 2010-2015*
  - California Wind Energy Association (CalWEA), *Board of Directors, 2007-2011*
  - Renewable Energy Technology Conference (RETECH2011), Washington, D.C., *Advisory Committee Member, Track Co-Chair, 2010-2011*
  - American Wind Energy Association (AWEA), *Legislative Committee Member, 2010-2011*
  - U.S. Virgin Islands Renewable Energy Forum, St. Croix, USVI, *Invited Speaker, 2010*
  - National Renewable Energy Labs (NREL) U.S. Virgin Islands Energy Conference, Boulder, Co, *Invited Participant, 2010*
  - Author / Co-Author of seven abstracts and three papers, *1988-2005*
  - Coast Geological Society, *Vice President, 1992-1993*
  - Recipient of five Unocal Corporation Recognition Awards, *1992-2000*
  - Recipient of five academic scholarships and one research grant, *1979-1988*
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