

ORDINANCE NO. \_\_\_\_\_

BILL NO. **172, CD1, FD1** (2024)

A BILL FOR AN ORDINANCE TO AMEND ORDINANCE 3554, AS AMENDED BY ORDINANCE 4849, RELATING TO KĪHEI-MĀKENA PROJECT DISTRICT 9 (WAILEA 670) ZONING (CONDITIONAL ZONING), FOR APPROXIMATELY 670 ACRES SITUATED AT PAEAHU, PALAUEA, KEAUHOU, HONUĀ'ULA, DISTRICT OF MAKAWAO, MAUI, HAWAII

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

SECTION 1. This Ordinance's purpose is to propose amendments to Ordinance 3554 (2008), as amended by Ordinance 4849 (2018).

SECTION 2. Under Section 19.510.050, Maui County Code, the Kīhei-Mākena Project District 9 (Wailea 670) zoning granted by Ordinance 3554, as amended by Ordinance 4849, for approximately 670 acres of real property identified for real property tax purposes as tax map keys (2) 2-1-008:056 and (2) 2-1-008:071, and more particularly described in the attached Exhibit "A," is subject to the Amended Conditions of Zoning in the attached Exhibit "B," and the Unilateral Agreement and Declaration for Conditional Zoning, attached as Exhibit "C." The attached Unilateral Agreement and Declaration for Conditional Zoning supersedes that certain Unilateral Agreement and Declaration for Conditional Zoning recorded on April 25, 2018, with the Bureau of Conveyances, State of Hawai'i, as Document 66890577.

**SECTION 3. This Ordinance takes effect on approval.**

**APPROVED AS TO FORM AND LEGALITY:**

**/s/ Michael J. Hopper**

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**Department of the Corporation Counsel  
County of Maui**

**paf:jgk:25-182d**

INTRODUCED BY:

A handwritten signature in cursive script, appearing to read "Sherrill Lee", is written over a horizontal line.

Upon the request of the Mayor.

# **EXHIBIT "A"**

## **DESCRIPTION**

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

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

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

20,066.74 feet North  
9,405.32 feet East

and running by azimuths measured clockwise from true South:

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

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

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

Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;

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

Highway, F.A.P. No. F-031-1(2) right-of-way, along the remainder of said Royal Patent Grant 548 J.Y. Kanehoa;

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

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

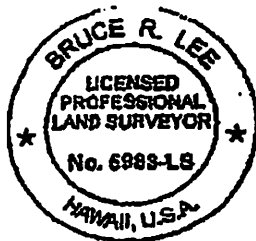
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along Lots 91 to 95 of the Maui Meadows Subdivision - Unit II, File Plan 1107, along Lots 121, 120, 119, 118, 117, 116, 115, 114, 113, 111, 110, 109, 108, 102 and 101 of said Maui Meadows Subdivision - Unit III, File Plan 1236, along the remainder of said Royal Patent Grant 548 to J.Y. Kanehoa to the point of beginning and containing a Gross Area of 588.067 Acres, Less Exclusion "D" (1.033 Acres) and Less Portion Highway Exclusion (18.676 Acres), Leaving a Net Area of 568.358 Acres, more or less.

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

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

Prepared by:

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



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

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

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



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

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

Beginning at a found 3 ¼-inch aluminum boundary monument disc at the southwest corner of this parcel of land, on the easterly boundary of Lot 321-A-1 of Land Court Application 1804, said disc also being the northwest corner of Lot B of the Makena Mauka Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

10,639.15 feet North  
5,533.22 feet East

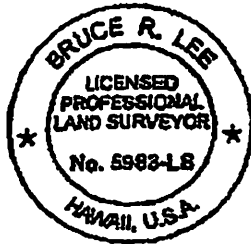
and running by azimuths measured clockwise from true South:

1. 185° 34' 57" 1320.59 feet along said Lot 321-A-1 of Land Court Application 1804, along the remainder Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a ¼-inch pipe at the southwest corner of Parcel 56 of Tax Map Key:(2) 2-1-008, said pipe being on the southerly boundary of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
2. 273° 17' 00" 3274.44 feet along said Parcel 56 of Tax Map Key:(2) 2-1-008, along said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a ¼-inch pipe at the northwest corner of Lot 1 of the Uhupalakua-Seibu Subdivision, said pipe also being the southwest corner of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Uhupalakua Ranch, Inc.);
3. 3° 16' 20" 1319.53 feet along said Lot 1 of the Uhupalakua-Seibu Subdivision and along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a found 3 ¼-inch aluminum boundary monument disc;
4. 93° 17' 00" 3327.67 feet along said Lot 1 of the Uhupalakua-Seibu Subdivision, along said Lot B of the Makena Mauka Lots, along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to the point of beginning and containing an area of 99.996 Acres, more or less.

Page 1 of 2

Prepared by:

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



10/31/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Parcel 71

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

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

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

All of that certain parcel of land, being a Portion of the Highway Exclusion as recorded in Liber 1 1770 at Pages 308 to 316 (Future Piilani Highway), being a portion of Parcel 56 of Tax Map Key:(2) 2-1-008, also being a portion of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) and a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeanu, Palaeuan, Honuula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

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

11,765.93 feet North  
8,930.74 feet East

and running by azimuths measured clockwise from true South:

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

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

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

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

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

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

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

13. 147° 20' 41.5" 153.48 feet;

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

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

15. 151° 09' 52.1" 254.92 feet;

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

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

17. 154° 59' 02.7" 158.48 feet;

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

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

19. 160° 42' 48.7" 461.57 feet;

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

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

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

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

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



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

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

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

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

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

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

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

63. 333° 18' 46.8" 71.00 feet;

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

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

65. 331° 24' 11.5" 115.41 feet;

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

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

67. 327° 57' 55.9" 228.67 feet;

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

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

69. 325° 14' 38.6" 46.50 feet;

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

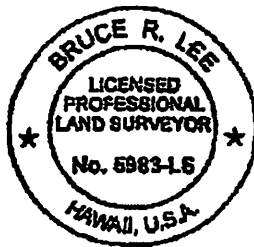
Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

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

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

Prepared by:

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



10/17/07  
WAILUA 670/ZONING  
File 07-7647  
07-7647 Wailua 670 Highway Exclusion

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

*Bruce R. Lee exp 04/08*

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

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

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

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

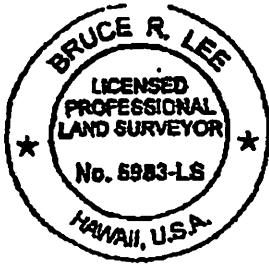
17,314.59 feet North  
6,311.37 feet East

and running by azimuths measured clockwise from true South:

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

Prepared by:

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



This description was prepared by me or  
under my supervision.

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

Licensed Professional Land  
Surveyor Certificate No. 5983-LS

11/15/07  
WAIEA 670/ZONING  
File 07-7647  
07-7647 Waiea 670 Exclusion "D" MECo Substation

## **EXHIBIT "B"**

### **AMENDED CONDITIONS OF ZONING**

As used in these conditions, "Honua'ula Partners, LLC" includes Honua'ula Partners, LLC and its successors and permitted assigns.

1. That [Honua'ula] Honua'ula Partners, LLC, its successors and permitted assigns,] shall, at their own cost and expense, develop, maintain, and operate, or cause to be developed, maintained, and operated, a private water source, storage facilities, and transmission lines for the Wailea 670 project in accordance with Department of Water Supply standards and all applicable community plans. [Honua'ula] Honua'ula Partners, LLC, its successors and permitted assigns,] shall comply with all reporting requirements of the State Commission on Water Resource Management[.], provided the reservoir materials may vary from those standards if the selected material complies with the National Sanitation Foundation and American National Standards Institute's Standard NSF/ANSI 61 Drinking Water System Components—Health Effects.

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

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

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

2. That [Honua'ula] Honua'ula Partners, LLC, its successors and permitted assigns,] or, as it relates to Condition 2.a, the State Department of Transportation, shall implement the following traffic improvements:
  - a. Upgrade [Piilani] Pi'ilani Highway,] from Kilohana Drive to Wailea Ike Drive[,] to four lanes of traffic. The improvements [shall] must be completed prior to the commencement of any construction on the site, with the exception of grading[.] work within the Project District, and vertical construction, including all necessary infrastructure, to allow for occupancy of Chapter 2.96, Maui

County Code, residential workforce housing. For the upgrade to Pi'ilani Highway, Honua'ula Partners, LLC may alternatively, subject to an agreement with the State Department of Transportation, provide additional residential workforce housing units in the Project District, above the minimum number required in Condition 5, in exchange for the State Department of Transportation performing the work. If the State Department of Transportation upgrades Pi'ilani Highway to four lanes of traffic from Kilohana Drive to Wailea Ike Drive, Honua'ula Partners, LLC will provide an additional 50 residential workforce housing ownership units in the Project District with the number of units allocated in proportion to Condition 5.d's income brackets. If the State Department of Transportation upgrades a smaller portion of Pi'ilani Highway to four lanes of traffic, Honua'ula Partners, LLC may reduce the additional units in proportion.

- b. Extend [Piilani] Pi'ilani Highway for two lanes of traffic from Wailea Ike Drive to Kaukahi Street. The improvement shall be constructed at or [prior to] before the completion of 50 percent of the project. [Said] The improvement shall be maintained by [Honua'ula] Honua'ula Partners, LLC[, its successors and permitted assigns].
- c. Signalize the [Piilani] Pi'ilani Highway/Okolani Drive/Mikioi Place intersection and provide an exclusive left-turn lane on Okolani Drive [prior to] before occupancy of the first unit in [Kihei-Makena] Kihei-Mākena Project District 9[.] (Wailea 670).
- d. Modify the [Piilani] Pi'ilani Highway/Wailea Ike Drive intersection into a signalized intersection and provide a free right-turn lane from [Piilani] Pi'ilani Highway to Wailea Ike Drive and a second right-turn lane from Wailea Ike Drive to northbound [Piilani] Pi'ilani Highway [prior to] before occupancy of the first unit in [Kihei-Makena] Kihei-Mākena Project District 9[.] (Wailea 670).
- e. Modify the Wailea Alanui/Wailea Ike Drive intersection to add a signalized double right-turn movement from northbound to eastbound turning traffic and provide two left-turn lanes for southbound traffic from Wailea Ike Drive [prior to] before occupancy of the first unit in [Kihei-Makena] Kihei-Mākena Project District 9[.] (Wailea 670).
- f. Modify the [Piilani] Pi'ilani Highway/Kilohana Drive/Mapu Place intersection to provide an exclusive left-turn lane, and the southbound [Piilani] Pi'ilani Highway approach to provide an exclusive right-turn lane into Mapu Place [prior to] before



occupancy of the first unit in [Kihei-Makena] Kihei-Mākena Project District 9[.] (Wailea 670).

- g. [Signalize the Wailea Ike Drive/Kalai Waa Street intersection in coordination with Wailea Resort and Makena Resort when warranted.] Honuaʻula Partners, LLC shall monitor and collect traffic data at the intersection of Wailea Ike Drive and Kalai Waʻa Street within a reasonable time: (1) following the issuance of the certificate of occupancy for the 556th residential dwelling unit for the project; and (2) following the issuance of the certificate of occupancy for the 870th residential unit for the project; and shall provide the data as part of a Traffic Signal Warrant Study to the County of Maui, Department of Public Works. If the Department of Public Works determines that signalization of the intersection is warranted, Honuaʻula Partners, LLC shall pay to the County its pro rata share of the cost to signalize the intersection, based on an estimate of the cost provided by Honuaʻula Partners, LLC, and acceptable to the Department of Public Works. Honuaʻula Partners, LLC's pro rata share shall consider the existing and anticipated trip generation figures of the project, Wailea Resort, and Mākena Resort.
  - h. Signalize the Wailea Alanui/Kaukahi Drive/Kaukahi Street intersection in coordination with Wailea Resort and [Makena] Mākena Resort when warranted.
3. That, as represented, [Honuaʻula] Honuaʻula Partners, LLC[, its successors and permitted assigns,] shall make a contribution to the County for traffic improvements in an amount equal to \$5,000 per unit. The contribution shall be paid to the County prior to issuance of a building permit. Upon adoption of a traffic impact fee ordinance, [Honuaʻula] Honuaʻula Partners, LLC[, its successors and permitted assigns,] shall comply with the ordinance in lieu of this voluntary contribution. [Should] If a traffic impact fee ordinance [be] is adopted [prior to] before the collection of this contribution, the applicable amount shall be the greater of the two. [Such] The contributions or fees shall not be a substitute for any other traffic infrastructure requirements related to the Change in Zoning.
4. That [Honuaʻula] Honuaʻula Partners, LLC[, its successors and permitted assigns,] shall be responsible for all required infrastructural improvements for the project, including water source and system improvements for potable and nonpotable use and fire protection, drainage improvements, traffic-related improvements, wastewater system improvements and utility upgrades, as determined by the appropriate governmental agencies and public utility companies. Except as

otherwise provided by more specific conditions of zoning, [said] the improvements shall be constructed and implemented concurrently with the development of each phase of [Kihei-Makena] Kihei-Mākena Project District 9[,] (Wailea 670), and shall be completed [prior to] before issuance of any certificate of occupancy or final subdivision approval, unless improvements are bonded by [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns]. [Honua`ula] Honua`ula Partners, LLC shall execute appropriate agreements with governmental agencies regarding participation in improvements of infrastructure and public facilities as determined by the agencies.

5. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns, shall] must provide at least 288 residential workforce housing [in accordance with] units onsite, consistent with its representation that it will provide in excess of the Chapter 2.96, Maui County Code [(the "Residential Workforce Housing Policy"); provided that, 250 of the], requirement that at least 25 percent of the market-rate dwelling units are residential workforce housing units, as follows:

- a. All required residential workforce housing units [shall be] are located [either] within Kihei-Mākena Project District [No. 9/Wailea 670] 9 (Wailea 670) [or at the Kaonoulu Light Industrial Subdivision, or a combination of those locations, as determined by Honua`ula Partners, LLC, its successors and permitted assigns, and provided that each].
- b. Each residential workforce housing unit [shall have] has a certificate of occupancy [prior to] before the sale of any market rate dwelling unit[, and further provided that].
- c. 125 of [those] the residential workforce housing units [shall be ownership] are rental units, and [that 125 of those] the remaining residential workforce housing units [shall be rental] are ownership units. [In the event that the 250 workforce housing units, or any portion thereof, are constructed at the Kaonoulu Light Industrial Subdivision, then Honua`ula Partners, LLC, its successors and permitted assigns, shall provide a minimum two-acre park at the Kaonoulu Light Industrial Subdivision, which shall be credited toward the requirements of Section 18.16.320, Maui County Code, for that subdivision.] The 125 residential workforce housing rental units will be allocated as follows: 42 in the very low income and low income ranges of up to 50 percent of the area median income ("AMI") and more than 50 percent but not more than 80 percent of the AMI, respectively; 42 in the below-moderate income range of more than 80 percent but not more than 100 percent of the AMI; and 41 in the moderate income range of more than 100 percent

but not more than 120 percent of the AMI. For all residential workforce housing rental units, the deed restriction period is 50 years, starting on the date of initial occupancy. Within 90 days of the expiration of the 50-year deed-restricted period, Honuaʻula Partners, LLC must offer the County or a limited equity housing cooperative the right to purchase the property at market value as determined by a third-party appraisal.

- d. The confirmed minimum number of 163 residential workforce housing ownership units will be allocated as follows: 48 in the below-moderate income range of more than 80 percent but not more than 100 percent of the AMI; 83 in the moderate income range of more than 100 percent but not more than 120 percent of the AMI; and 32 in the above-moderate income range of more than 120 percent but not more than 140 percent of the AMI.
- e. If Chapter 2.96, Maui County Code, is amended to increase the required residential workforce housing units above 288, Honuaʻula Partners, LLC must provide the greater number of residential workforce housing units. If any agreement with the State Department of Transportation as expressed in Condition 2.a results in Honuaʻula Partners, LLC having to provide a total number of residential workforce housing units that is less than a whole number, the total number of residential workforce housing units will be rounded up to the next whole number.
- f. For all residential workforce housing ownership units, the deed restriction period is ten years or the required period under Chapter 2.96, Maui County Code, whichever is greater, except the units must be owner-occupied in perpetuity or used in perpetuity as a long-term rental under Section 3.48.466, Maui County Code, with rent no more than the U.S. Department of Housing and Urban Development's current affordable rent guidelines for a family of four at 100 percent of the AMI, not including utilities and without income restrictions, unless the director of housing finds the requirement would cause undue hardship, including one or more of the following:

  - i. The owner is assigned to active military duty.
  - ii. The owner has medical needs requiring relocation.
  - iii. The owner is experiencing domestic violence and requires relocation.
  - iv. The owner is temporarily employed outside of the County.

6. That a Drainage Master Plan and Phasing Plan of improvements shall be submitted for review and approval during Project District Phase II processing. [Said] The plan shall include the recommended drainage improvements as represented in the Preliminary Drainage Report. The County may require periodic updates of the Drainage Master Plan and Phasing Plan.
7. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall prepare an animal management plan that shall be submitted during Project District Phase II processing and approved by the State Department of Land and Natural Resources [prior to] before submittal of Project District Phase III processing. [Said] The plan shall include procedures for the management of animal intrusions, including[, but not limited to,] construction of boundary or perimeter fencing, wildlife control permits, and rodent and feral cat control. [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall implement the approved animal management plan. The State Department of Land and Natural Resources may require periodic updates of the plan.
8. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall inform owners within [Kihei-Makena] Kihei-Mākena Project District 9 (Wailea 670) that the area is subject to the intrusion of mammals such as axis deer, pigs, and rodents, and the impacts and management plan associated with such intrusions.
9. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall prepare an assessment of the owl (Pueo or Hawaiian Short-eared Owl) and the Hawaiian Hoary Bat in coordination with the State Department of Land and Natural Resources, and, if appropriate, mitigative measures shall be incorporated into [Kihei-Makena] Kihei-Mākena Project District 9[.] (Wailea 670). [Said] The assessment shall be prepared [prior to] before submittal of Project District Phase II processing.
10. That, in lieu of the dedication of a Little League Field and related amenities as originally specified in Ordinance [No.] 2171 (1992), Exhibit "B", Condition [No.] 8, and based on current land and construction cost estimates for the Little League Field, [not less than \$5,000,000 shall be paid to the County upon Project District Phase II approval for the development of the South Maui Community Park. Said amount shall not be credited against future park assessments.] before vertical construction of the first market rate dwelling unit, Honua`ula Partners, LLC shall have contributed a minimum value of \$5,000,000 for the development of a Hawaiian cultural, educational, and community facility, including a

native plant nursery, within the Project District. To satisfy all or a portion of the required contribution, Honua'ula Partners, LLC shall dedicate at least two acres of land within the Project District for the facility. The land for the facility shall be conveyed in fee simple to a nonprofit organization or the County of Maui, as selected by Honua'ula Partners, LLC and approved by the Mayor, in consultation with the County Department of 'Ōiwi Resources, after two community meetings. A covenant running with the land shall require continued consultation with the County Department of 'Ōiwi Resources and that the land be used only for a Hawaiian cultural, educational, and community facility, including a native plant nursery. The land conveyed to the nonprofit organization or the County of Maui must have its fair market value determined as undeveloped land by a third-party appraisal and approved by the Mayor. That value shall be credited toward the total contribution required by this condition. If the land conveyed to the nonprofit organization or the County of Maui has a value of less than \$5,000,000 at the time of dedication, Honua'ula Partners, LLC shall satisfy the rest of the contribution required by this condition by a cash donation to the nonprofit organization or the County of Maui for the express purpose of developing a Hawaiian cultural, educational, and community facility within the Project District. The contribution required by this condition shall not be used to satisfy the park assessment requirements under Section 18.16.320, Maui County Code, or for future credits under the subdivision ordinance. As a covenant running with the land, the nonprofit organization or County of Maui shall provide an educational orientation for new project owners on the area's Hawaiian cultural significance and appropriate protocols and shall pursue partnership opportunities with local schools and nonprofit organizations for cultural-education activities. Program activities shall be reported as part of annual compliance reports required under Condition 28.

11. That [Honua'ula] Honua'ula Partners, LLC, is proposing to [develop] provide a cumulative total of approximately 120 acres for Parks and Open Space, with a minimum of 6 acres of private parks and 84 acres of open space to be developed within the [development. Said] Project District. The private parks shall be open to the public and privately maintained. Furthermore, [said] the private parks and open space shall not be used to satisfy the park assessment requirements under Section 18.16.320, Maui County Code, or for future credits under [said] the subdivision ordinance. The Director of Parks and Recreation and [Honua'ula] Honua'ula Partners, LLC agree that the park assessment shall be satisfied with an in-lieu cash contribution for the entire project. The amounts and timing of payment of [said] the in-lieu fees shall be subject to the provisions of Section 18.16.320, Maui County Code.

[12. That, as represented by Honua`ula Partners, LLC, the golf course shall be subject to the following conditions:

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

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

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

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

- c. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit the Maui Interscholastic League ("MIL") and the Hawaii High School Athletic Association ("HHSAA") to each use the golf course once per year for an official MIL golf tournament or an official HHSAA golf tournament if requested by the MIL or the HHSAA, or for regular season play-offs if requested by the MIL.
- d. Honua`ula Partners, LLC, its successors and permitted assigns, shall permit Maui residents to play at the golf course on Tuesday of each week. The charge for Maui residents for green fees, including golf cart rental fees, shall not exceed 40 percent of the average

market rate for green fees and golf cart rental fees in South Maui, and shall exclude all membership fees.]

- [13.] 12. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall prepare a Cultural Resources Preservation Plan ("CRPP"), in consultation with: [Na] Nā Kupuna O Maui; lineal [descendents] descendants of the area; other Native Hawaiian groups; the Maui County Cultural Resources Commission; the [Maui/Lanai] Maui/Lāna`i Island Burial Council; the Office of Hawaiian Affairs; the State Historic Preservation Division, Department of Land and Natural Resources; the Maui County Council; [Na] Nā Ala Hele; and all other interested parties. Prior to initiating this consultation process, [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall publish a single public notice in a Maui newspaper and a [State-wide] Statewide newspaper that are published weekly. The CRPP shall consider access to specific sites to be preserved, the manner and method of preservation of sites, the appropriate protocol for visitation to cultural sites, and recognition of public access in accordance with the Constitution of the State of [Hawaii,] Hawai`i, the [Hawaii] Hawai`i Revised Statutes, and other laws, in [Kihei-Makena] Kihei-Mākena Project District 9[.] (Wailea 670).

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

- [14.] 13. That a nonpotable water supply system shall be utilized for all irrigation purposes.

- [15.] 14. That, during construction, all dust control shall utilize nonpotable water or effluent, which may be obtained from the [Kihei] Kihei Wastewater Reclamation Facility when available.

- [16.] 15. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall provide a Sewage Disposal Analysis that has been reviewed and commented on by the State Department of Health, the State Department of Land and Natural Resources, the County Department of Environmental Management, and the County Department of Water Supply [prior to] before Project District Phase II approval. The Sewage Disposal Analysis, along with reviews and comments, shall be

submitted to the Maui County Council for review and the project shall be subject to additional conditions or amendments by the Maui County Council if warranted by the Sewage Disposal Analysis.

- [17.] 16. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall construct, maintain, [and/or] and participate in the operation of a private wastewater treatment facility and system that accommodate the needs of the entire [Kihei-Makena] Kihei-Mākena Project District 9[.] (Wailea 670). All reclaimed water from the private wastewater treatment facility shall be utilized for irrigation, dust control, or other nonpotable purposes, and none of the reclaimed water shall be placed into injection wells.

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

- [18.] 17. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall address in their Project District Phase II application the following:

- [a. Condition 1 of the Department of Health's "Twelve Conditions Applicable To All New Golf Course Development" ("12 Conditions") relating to an approved sampling plan, establishment of the baseline groundwater/vadose zone water quality, and if appropriate, nearshore water quality, has been met to the satisfaction of the Director of Health;
- b. Conditions 2 and 3 of the Department of Health's "12 Conditions" relating to groundwater monitoring have been satisfied by the Director of Health;
- c. Condition 4 relating to the preliminary proposal of the individual treatment system meets the requirements of the Department of Health, and final design shall be approved at the time of Project District Phase III;
- d. Condition 5 of the Department of Health's "12 Conditions" relating to use of effluent has been satisfied;
- e. Condition 6 of the Department of Health's "12 Conditions" relating to golf carts and storage of petroleum has been addressed and incorporated in the design and layout of the buildings;



- f. Conditions 7, 8, and 11 of the Department of Health's "12 Conditions" relating to fertilizers, biocides, and pesticides and the Integrated Golf Course Management Plan have been reviewed, and comments from the Department of Agriculture and the Department of Health have been incorporated in the design and layout of the golf courses;
  - g. Condition 9 of the Department of Health's "12 Conditions" relating to noise from maintenance facilities has been addressed through the location and design of the maintenance activities and facilities;
  - h. Condition 10 of the Department of Health's "12 Conditions" and the County Department of Environmental Management's concerns and recommendations relating to solid waste disposal management activities and facilities are identified and designed;
  - i. Condition 12 of the Department of Health's "12 Conditions" relating to soil runoff during construction and concerns of the State Department of Transportation; the County Department of Public Works; the State Department of Health; and the Natural Resources Conservation Service of the United States Department of Agriculture relating to drainage are addressed and incorporated in the design and layout of the plans, and a preliminary erosion control and drainage report is included in the application;]
  - [j.]a. Confirmation from [Maui] Hawaiian Electric Company, [Ltd. ("MECO")] Inc. ("HECO") that the proposal to relocate [and/or] and landscape [MECO] HECO facilities is incorporated in the application and site plan[; and].
  - [k.]b. Roadway improvements to the satisfaction of the State Department of Transportation and the County Department of Public Works and proposed agreements are incorporated in the application and site plan and finalized as part of Project District Phase II approval.
- [19.] 18. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall execute appropriate agreements with the State of [Hawaii] Hawai`i and County of Maui agencies regarding participation in improvements of infrastructure and public facilities where such improvements are reasonably related to [Honua`ula] Honua`ula Partners, [LLC 's] LLC's project.
- [20.] 19. That marine monitoring programs shall be conducted which include monitoring and assessment of coastal water resources (groundwater and surface water) that receive surface water or groundwater discharges from the hydrologic unit where the project is

located. Monitoring programs shall include both water quality and ecological monitoring.

Water Quality Monitoring shall provide water quality data adequate to assess compliance with applicable State water quality standards at [Hawaii] Hawai'i Administrative Rules Chapter 11-54. Assessment procedures shall be in accordance with the current [Hawaii] Hawai'i Department of Health ("HIDOH") methodology for Clean Water Act Section 305(b) water quality assessment, including use of approved analytical methods and quality control/quality assurance measures. The water quality data shall be submitted annually to HIDOH for use in the State's Integrated Report of Assessed Waters prepared under Clean Water Act Sections 303(d) and 305(b). If this report lists the receiving waters as impaired and requiring a Total Maximum Daily Load ("TMDL") study, then the monitoring program shall be amended to evaluate land-based pollutants, including: (1) monitoring of surface water and groundwater quality for the pollutants identified as the source of the impairment; and (2) providing estimates of total mass discharge of those pollutants on a daily and annual basis from all sources, including infiltration, injection, and runoff. The results of the land-based pollution water quality monitoring and loading estimate shall be submitted to the HIDOH Environmental Planning Office, TMDL Program.

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

[21.] 20. That all exterior lighting shall be shielded from adjacent residential properties and [near shore] nearshore waters. Lighting requirements in force at the time of building permit application shall be applied.

[22.] 21. That [Honua'ula] Honua'ula Partners, LLC[, its successors and permitted assigns,] shall pay the State Department of Education \$3,000 per dwelling unit upon issuance of each building permit to be used, to the extent possible, for schools serving the [Kihei-Makena] Kihei-Mākena Community Plan area; provided that, [should] if the State [pass] passes legislation imposing school impact fees that apply to [Kihei-Makena] Kihei-Mākena Project District 9[, (Wailea 670), [Honua'ula] Honua'ula Partners, LLC[, its successors and permitted assigns,] shall from that point forward comply with the State requirements, or contribute \$3,000 per dwelling unit, whichever is greater.

[23.] 22. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall fund and construct adequate [civil defense] emergency management measures as determined by the State and County of Maui [civil defense] emergency management agencies.

[24.] 23. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall [provide to the County two acres of land] convey to the County a subdivided two-acre lot with direct access to the [Piilani] Pi`ilani Highway extension for the development of [fire control facilities] a joint County Department of Fire and Public Safety and County Department of Police facility within the village mixed-use sub-district at the earlier of the time that 50 percent of the total [unit/lot count] number of dwelling units or lots has received either a certificate of occupancy or final subdivision approval[. The acreage provided shall have roadway and full utility services provided to the parcel.], as applicable. The lot conveyed to the County Department of Fire and Public Safety and the County Department of Police shall have roadway access and full utility services provided to the lot.

That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall [contribute \$550,000] convey to the County [for the development of a police station in South Maui, to be paid at the time a contract is entered into for the construction of that police station.] a subdivided lot, in a location and size to be determined in a memorandum of agreement among Honua`ula Partners, LLC, the County Department of Fire and Public Safety, and the County Department of Police, with a fair market value of not less than \$550,000, for use as a first responders' park.

[25.] 24. That no transient vacation rentals or time shares shall be allowed within [Kihei-Makena] Kihei-Mākena Project District 9[;] (Wailea 670); and further, no special use permit or conditional permit for such accommodations shall be accepted by the County Department of Planning.

[26.] 25. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall provide a preservation/mitigation plan [pursuant to] under Chapter 6E, [Hawaii] Hawai`i Revised Statutes, that has been approved by the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs [prior to] before Project District Phase II approval.

[27.] 26. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall provide the report "Remnant Wiliwili Forest Habitat at Wailea 670, Maui, [Hawaii] Hawai`i by Lee Altenberg, Ph.D.", along with a preservation/mitigation plan, to the State Department of

Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Army Corps of Engineers for review and recommendations [prior to] before Project District Phase II approval. The Maui Planning Commission shall consider adoption of the plan [prior to] before Project District Phase II approval.

[Such] The plan shall include a minimum preservation standard as follows: That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall establish in perpetuity a Conservation Easement (the "Easement"), entitled "Native Plant Preservation [Area,] Area," for the conservation of native Hawaiian plants and significant cultural sites in [Kihei-Makena] Kihei-Mākena Project District 9 (Wailea 670) as shown on the attached map. The Easement shall comprise the portion of the property south of latitude 20°40'15.00"N, excluding any portions that the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Army Corps of Engineers find do not merit preservation, but shall not be less than 18 acres and shall not exceed [130] 140 acres.

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

- a. A commitment from [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] to protect and preserve the Easement for the protection of native Hawaiian plants and significant cultural sites worthy of preservation, restoration, and interpretation for public education and enrichment consistent with a Conservation Plan for the Easement developed by [Honua`ula] Honua`ula Partners, LLC, and approved by the State Department of Land and Natural Resources, the United States Geological Survey, and the United States Fish and Wildlife Service; and with a Cultural Resource Preservation Plan, which includes the management and maintenance of the Easement, developed by [Honua`ula] Honua`ula Partners, LLC, and approved by the State Department of Land and Natural Resources (collectively, the "Conservation/Preservation Plans").
- b. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall agree to confine use of the Easement to activities consistent with the purpose and intent of the Easement.
- c. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall be prohibited from development in the Easement other than erecting fences, enhancing trails, and constructing structures for the maintenance needed for the area, in accordance with the Conservation/Preservation Plans.

- d. That title to the Easement shall be held by [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] or conveyed to a land trust that holds other conservation easements. Access to the Easement shall be permitted pursuant to an established schedule specified in the Conservation/Preservation Plans to organizations on Maui dedicated to the preservation of native plants, to help restore and perpetuate native species and to engage in needed research activities. These organizations may enter the Easement at reasonable times for cultural and educational purposes only.
- e. [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall be allowed to receive all tax benefits allowable under tax laws applicable to the Easement at the time that [said] the Easement is established in [Kihei-Makena] Kihei-Mākena Project District 9[,] (Wailea 670), which will be evidenced by the recordation of the Easement in the Bureau of Conveyances, State of [Hawaii.] Hawai`i.

[28.] 27. That, [prior to] before the commencement of any construction activity, [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall develop and submit a Transportation Management Plan ("TMP"), to be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation. The purpose of the TMP shall be to reduce traffic generated by construction activity related to the [Kaonoulu] Ka'ono'ulu Light Industrial Subdivision and [Kihei-Makena] Kihei-Mākena Project District 9[,] (Wailea 670), including traffic generated by the improvements to [Piilani] Pi'ilani Highway between Kilohana Drive and Wailea Ike Drive. The TMP shall provide for programs such as park and ride, shuttles, [and/or] and restrictions on worker access to ongoing construction activity during peak hour traffic. Upon approval, project contractors shall implement the TMP during construction activities. [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall submit an annual report to the State Department of Transportation, the County Department of Public Works, the County Department of Transportation, and the Maui County Council to document the success of the TMP in meeting its benchmarks of reducing traffic during project construction.

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

Works, and the County Department of Transportation [prior to] before Project District Phase II approval.

[29.] 28. That [Honua`ula] Honua`ula Partners, LLC[, its successors and permitted assigns,] shall provide annual compliance reports to the County Department of Planning and the Maui County Council on the status of the project and progress in complying with the conditions imposed, commencing within one year of the effective date of [the ordinance.] Ordinance 3554 (2008).

[30.] 29. All energy systems for all residential units shall be designed and constructed to meet all applicable ENERGY STAR requirements established by the Climate Protection Division of the United States Environmental Protection Agency in effect at the time of construction. For purposes of this condition, energy systems shall include all hot water systems, roof and attic areas, outside walls, windows, air cooling systems, and heating systems.

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

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

30. All residential workforce housing units will not be subject to parking fees for their allotted parking stalls.

31. Upon the first certificate of occupancy, if the residential workforce housing rental units do not include individual washers and dryers, there must be at least two communal laundry facilities with 8 washers and 12 dryers per facility or at least one facility with 16 washers and 24 dryers. The facilities must be located near the multifamily rental units.

32. That Honua`ula Partners, LLC must complete a Light Detection and Ranging drone survey of the developable areas in consultation with the County Department of `Ōiwi Resources before ground-disturbing work.

33. That Honua`ula Partners, LLC must not use or receive residential workforce housing credits for development within Kīhei-Mākena Project District 9 (Wailea 670).

34. All swimming pools must have a pool cover. Swimming pools must be kept covered when not in use. Failure to cover the pool when not in use

is a violation of this condition. Each offense results in a fine of \$300, which will be deposited into the County's Affordable Housing Fund. Homeowners' associations within Kihei-Mākena Project District 9 (Wailea 670) must enforce this condition.

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


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## Legend

- Existing Native Plants (Field Surveyed)
  - *Canavalia Pufescens* (awikwika)
  - *Erythrina Sandwicensis* (witwili)
  - Lipochaeta Rockii* (nehe)
- Archaeological Sites (To Be Preserved)

### BOTANICAL HABITAT PRESERVES

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

TOTAL: +/- 43 ac

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

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

## BOTANICAL HABITAT PRESERVATION PLAN

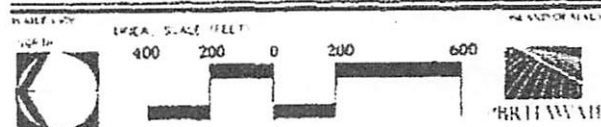




EXHIBIT "C"

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII

LAND & CONVEYANCE

Doc A - 9344000673  
8/1/2025 11:15 AM

LAND COURT SYSTEM

REGULAR SYSTEM

Return By Mail ( X ) Pickup ( ) To:

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

Total Number of Pages: 39

(Including exhibits, notary certification pages, and all other components)

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

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

THIS INDENTURE, referred to as "*Declaration*" or "*Unilateral Agreement*," is made this 21st day of July, 2025, by the following "Declarant," who is the owner of real property located at Pacahu, Palauea, Keauhou, Maui, Hawai'i, identified for real property tax purposes by Tax Map Key Nos. (2) 2-1-008:056 and (2) 2-1-008:071, comprising approximately 670 acres, and more particularly described in Exhibit "1", attached hereto and made a part hereof, and in Land Zoning Map No. L-590, which is on file in the Office of the County Clerk of the County of Maui, Hawaii, referred to as "*the Property*."

The Declarant is HONUA'ULA PARTNERS, LLC, a Delaware Limited Liability Company ("Honua'ula"), whose principal address is 100 Wilshire Boulevard, Suite 1755, Santa Monica, California 90401, and whose authorized contact person is Rick Arambulo.

WITNESSETH:

WHEREAS, the Council is considering the establishment of zoning for the Property, described in Exhibit "1"; and

WHEREAS, the Council's Housing and Land Use Committee recommended passage on first reading of a Conditional Zoning bill in accordance with Section 19.510.050, Maui County Code; and

WHEREAS, the Declarant has agreed to execute this Unilateral Agreement in accordance with Section 19.510.050, Maui County Code;

NOW, THEREFORE, the Declarant makes the following Declaration:

1. In accordance with Maui County Code. That this Declaration is made in accordance with the provisions of Section 19.510.050, Maui County Code, relating to Conditional Zoning;

2. Binding until Maui County written release. That until written release by the County of Maui, (a) the Property, and all its parts, are held subject to this Declaration's covenants, conditions, and restrictions, which are effective as to and run with the Property, from and after the recording of this Declaration with the Bureau of Conveyances or the Land Court of the State of Hawaii, without the execution, delivery, or recordation of any further deed, instrument, document, agreement, declaration, covenant, or the like with respect to the Property by the Declarant, the County of Maui, or any successor or assign; (b) the acquisition of any right, title, or interest in or with respect to the Property by any person or entity constitutes acceptance of all of the covenants, conditions, and restrictions of this Declaration by the person or entity; and (c) upon any transfer of any right, title, or interest in or with respect to the Property, the transferee assumes, is bound by, and is obligated to observe and perform all of the covenants, conditions, and restrictions of this Declaration;

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

4. Honua'ula as Declarant. That the term "Declarant" and any pronoun in reference to it, wherever used in this Declaration, means the singular or the plural, the masculine or the feminine, or the neuter, and vice versa, and includes any corporation or any other entity, and means and includes Honua'ula, as Declarant and the Declarant's successors and assigns;

5. Effective as of date Conditional Zoning ordinance approved. That this Declaration is fully effective on the effective date of the Conditional Zoning ordinance approving the establishment of a Change in Zoning for Kihei-Mākena Project District 9 (Wailea 670);

6. Develop consistent with Conditional Zoning conditions. That the Declarant agrees to develop the Property in conformance with the conditions stated in Exhibit "2" and in the Conditional Zoning ordinance;

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

8. Conditions enforceable by County of Maui. AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that until released in writing by the County of Maui, the conditions imposed in this Declaration run with the land identified in this Declaration and bind and constitute notice to all subsequent owners, lessees, grantees, assignees, mortgagees, lienors, and any other persons who claim an interest in the Property. The Declarant further understands and agrees that the County of Maui has the right to enforce this Declaration by appropriate action at law or suit in equity against all such persons, with the understanding the Declarant or its successors and assigns may at any time file a petition with the County Department of Planning for the removal of the conditions and termination of this Unilateral Agreement, which will be processed in the same manner as petitions for Change in Zoning.

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

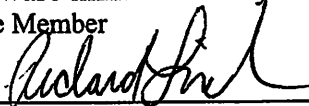
Any persons signing this Unilateral Agreement represent that they are duly authorized and have legal capacity to execute and deliver this Unilateral Agreement. Each party represents to the other that the execution and delivery of this Unilateral Agreement and the performance of the party's obligations have been duly authorized and that this Unilateral Agreement is a valid and legal agreement binding on the party and enforceable in accordance with its terms.


[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the undersigned has executed this Declaration on the day and year indicated on the following notary public certification pages.


DECLARANT:  
HONUUA'ULA PARTNERS LLC  
a Delaware limited liability company

By: HP HOLDCO LLC  
a Delaware limited liability company  
Its Sole Member

By:   
Richard Lavrich  
Authorized Signatory

By:   
Stuart Levy  
Authorized Signatory

Approved as to Form and Legality:

By:   
MICHAEL J. HOPPER  
Deputy Corporation Counsel  
County of Maui

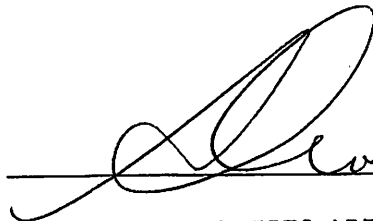
**Acknowledgement Form**

State of New York )

)ss.:

County of New York )

On the 21st day of July in the year 2025, before me, the undersigned notary public, personally appeared Richard Larrich personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

**ROBERTO ABREU**  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AB6427005  
Qualified in Queens County  
My Commission Expires 12-20-2025

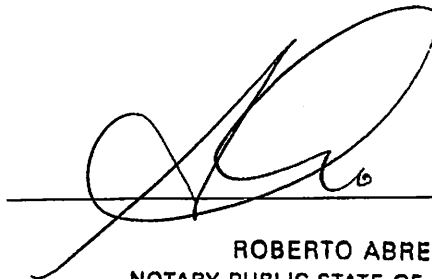
**Acknowledgement Form**

State of New York )

)ss.:

County of New York )

On the 21st day of July in the year 2025, before me, the undersigned notary public, personally appeared Stuart Levy, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.



Notary Public

ROBERTO ABREU  
NOTARY PUBLIC-STATE OF NEW YORK  
No. 01AB6427005  
Qualified in Queens County  
My Commission Expires 12-20-2025

# EXHIBIT 1

## DESCRIPTION

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

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

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

20,066.74 feet North  
9,405.32 feet East

and running by azimuths measured clockwise from true South:

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

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

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



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

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

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

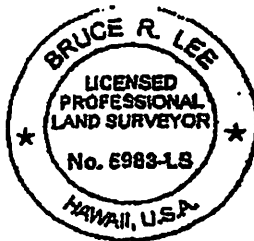
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision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

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

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

Prepared by:

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



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

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

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

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

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

Beginning at a found 3 ¼-inch aluminum boundary monument disc at the southwest corner of this parcel of land, on the easterly boundary of Lot 321-A-1 of Land Court Application 1804, said disc also being the northwest corner of Lot B of the Makena Mauka Lots, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

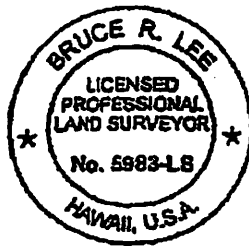
10,639.15 feet North  
5,533.22 feet East

and running by azimuths measured clockwise from true South:

1. 185° 34' 57"      1320.59 feet along said Lot 321-A-1 of Land Court Application 1804, along the remainder Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a ¾-inch pipe at the southwest corner of Parcel 56 of Tax Map Key:(2) 2-1-008, said pipe being on the southerly boundary of Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66);
2. 273° 17' 00"      3274.44 feet along said Parcel 56 of Tax Map Key:(2) 2-1-008, along said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to a ¾-inch pipe at the northwest corner of Lot 1 of the UluPalakua-Seibu Subdivision, said pipe also being the southwest corner of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by UluPalakua Ranch, Inc.);
3. 3° 16' 20"      1319.53 feet along said Lot 1 of the UluPalakua-Seibu Subdivision and along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to a found 3 ¼-inch aluminum boundary monument disc;
4. 93° 17' 00"      3327.67 feet along said Lot 1 of the UluPalakua-Seibu Subdivision, along said Lot B of the Makena Mauka Lots, along the remainder of said Land Patent 8213, Land Commission Award 6715 to Hoomanawanui to the point of beginning and containing an area of 99.996 Acres, more or less.

Prepared by:

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



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

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

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

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

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

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

11,765.93 feet North  
8,930.74 feet East

and running by azimuths measured clockwise from true South:

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

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

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

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

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

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

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

13. 147° 20' 41.5" 153.48 feet;

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

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

15. 151° 09' 52.1" 254.92 feet;

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

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

17. 154° 59' 02.7" 158.48 feet;

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

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

19. 160° 42' 48.7" 461.57 feet;

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

Page 3 of 10



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

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

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

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

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

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

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

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

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

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

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

63. 333° 18' 46.8" 71.00 feet;

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

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

65. 331° 24' 11.5" 115.41 feet;

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

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

67. 327° 57' 55.9" 228.67 feet;

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

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

69. 325° 14' 38.6" 46.50 feet;

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

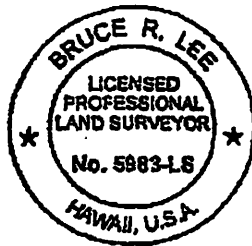
Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

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

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

Prepared by:

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



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

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

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

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

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

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

17,314.59 feet North  
6,311.37 feet East

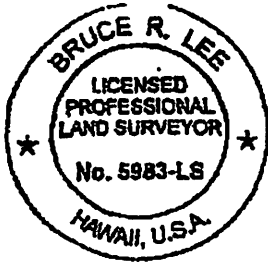
and running by azimuths measured clockwise from true South:

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

Prepared by:

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





This description was prepared by me or  
under my supervision.

*Bruce R. Lee* *04/08*

BRUCE R. LEE

Licensed Professional Land  
Surveyor Certificate No. 5983-LS

11/15/07  
WAILEA 670/ZONING  
File 07-7647  
07-7647 Wailea 670 Exclusion "D" M&C Substation

## **EXHIBIT "2"**

### **AMENDED CONDITIONS OF ZONING**

As used in these conditions, "Honua'ula Partners, LLC" includes Honua'ula Partners, LLC and its successors and permitted assigns.

1. That Honua'ula Partners, LLC shall, at their own cost and expense, develop, maintain, and operate, or cause to be developed, maintained, and operated, a private water source, storage facilities, and transmission lines for the Wailea 670 project in accordance with Department of Water Supply standards and all applicable community plans. Honua'ula Partners, LLC shall comply with all reporting requirements of the State Commission on Water Resource Management, provided the reservoir materials may vary from those standards if the selected material complies with the National Sanitation Foundation and American National Standards Institute's Standard NSF/ANSI 61 Drinking Water System Components—Health Effects.

In addition, Honua'ula Partners, LLC shall comply with applicable water ordinances that pertain to the supply and transmission of water on the island of Maui when such ordinances are enacted.

At the time the project water system is completed, Honua'ula Partners, LLC shall offer to the County the right to purchase the project water system at the cost of development of the system.

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

2. That Honua'ula Partners, LLC or, as it relates to Condition 2.a, the State Department of Transportation, shall implement the following traffic improvements:
  - a. Upgrade Pi'ilani Highway from Kilohana Drive to Wailea Ike Drive to four lanes of traffic. The improvements must be completed prior to the commencement of any construction on the site, with the exception of grading work within the Project District, and vertical construction, including all necessary infrastructure, to allow for occupancy of Chapter 2.96, Maui County Code, residential workforce housing. For the upgrade to Pi'ilani Highway, Honua'ula Partners, LLC may alternatively, subject to an agreement with the State Department of Transportation, provide

additional residential workforce housing units in the Project District, above the minimum number required in Condition 5, in exchange for the State Department of Transportation performing the work. If the State Department of Transportation upgrades Pi'ilani Highway to four lanes of traffic from Kilohana Drive to Wailea Ike Drive, Honua'ula Partners, LLC will provide an additional 50 residential workforce housing ownership units in the Project District with the number of units allocated in proportion to Condition 5.d's income brackets. If the State Department of Transportation upgrades a smaller portion of Pi'ilani Highway to four lanes of traffic, Honua'ula Partners, LLC may reduce the additional units in proportion.

- b. Extend Pi'ilani Highway for two lanes of traffic from Wailea Ike Drive to Kaukahi Street. The improvement shall be constructed at or before the completion of 50 percent of the project. The improvement shall be maintained by Honua'ula Partners, LLC.
- c. Signalize the Pi'ilani Highway/Okolani Drive/Mikioi Place intersection and provide an exclusive left-turn lane on Okolani Drive before occupancy of the first unit in Kihei-Mākena Project District 9 (Wailea 670).
- d. Modify the Pi'ilani Highway/Wailea Ike Drive intersection into a signalized intersection and provide a free right-turn lane from Pi'ilani Highway to Wailea Ike Drive and a second right-turn lane from Wailea Ike Drive to northbound Pi'ilani Highway before occupancy of the first unit in Kihei-Mākena Project District 9 (Wailea 670).
- e. Modify the Wailea Alanui/Wailea Ike Drive intersection to add a signalized double right-turn movement from northbound to eastbound turning traffic and provide two left-turn lanes for southbound traffic from Wailea Ike Drive before occupancy of the first unit in Kihei-Mākena Project District 9 (Wailea 670).
- f. Modify the Pi'ilani Highway/Kilohana Drive/Mapu Place intersection to provide an exclusive left-turn lane, and the southbound Pi'ilani Highway approach to provide an exclusive right-turn lane into Mapu Place before occupancy of the first unit in Kihei-Mākena Project District 9 (Wailea 670).
- g. Honua'ula Partners, LLC shall monitor and collect traffic data at the intersection of Wailea Ike Drive and Kalai Wa'a Street within a reasonable time: (1) following the issuance of the certificate of occupancy for the 556th residential dwelling unit for the project;

and (2) following the issuance of the certificate of occupancy for the 870th residential unit for the project; and shall provide the data as part of a Traffic Signal Warrant Study to the County of Maui, Department of Public Works. If the Department of Public Works determines that signalization of the intersection is warranted, Honua'ula Partners, LLC shall pay to the County its pro rata share of the cost to signalize the intersection, based on an estimate of the cost provided by Honua'ula Partners, LLC, and acceptable to the Department of Public Works. Honua'ula Partners, LLC's pro rata share shall consider the existing and anticipated trip generation figures of the project, Wailea Resort, and Mākena Resort.

- h. Signalize the Wailea Alanui/Kaukahi Drive/Kaukahi Street intersection in coordination with Wailea Resort and Mākena Resort when warranted.
- 3. That, as represented, Honua'ula Partners, LLC shall make a contribution to the County for traffic improvements in an amount equal to \$5,000 per unit. The contribution shall be paid to the County prior to issuance of a building permit. Upon adoption of a traffic impact fee ordinance, Honua'ula Partners, LLC shall comply with the ordinance in lieu of this voluntary contribution. If a traffic impact fee ordinance is adopted before the collection of this contribution, the applicable amount shall be the greater of the two. The contributions or fees shall not be a substitute for any other traffic infrastructure requirements related to the Change in Zoning.
- 4. That Honua'ula Partners, LLC shall be responsible for all required infrastructural improvements for the project, including water source and system improvements for potable and nonpotable use and fire protection, drainage improvements, traffic-related improvements, wastewater system improvements and utility upgrades, as determined by the appropriate governmental agencies and public utility companies. Except as otherwise provided by more specific conditions of zoning, the improvements shall be constructed and implemented concurrently with the development of each phase of Kihei-Mākena Project District 9 (Wailea 670), and shall be completed before issuance of any certificate of occupancy or final subdivision approval, unless improvements are bonded by Honua'ula Partners, LLC. Honua'ula Partners, LLC shall execute appropriate agreements with governmental agencies regarding participation in improvements of infrastructure and public facilities as determined by the agencies.
- 5. That Honua'ula Partners, LLC must provide at least 288 residential workforce housing units onsite, consistent with its representation that it will provide in excess of the Chapter 2.96, Maui County Code,

requirement that at least 25 percent of the market-rate dwelling units are residential workforce housing units, as follows:

- a. All required residential workforce housing units are located within Kīhei-Mākena Project District 9 (Wailea 670).
- b. Each residential workforce housing unit has a certificate of occupancy before the sale of any market rate dwelling unit.
- c. 125 of the residential workforce housing units are rental units, and the remaining residential workforce housing units are ownership units. The 125 residential workforce housing rental units will be allocated as follows: 42 in the very low income and low income ranges of up to 50 percent of the area median income ("AMI") and more than 50 percent but not more than 80 percent of the AMI, respectively; 42 in the below-moderate income range of more than 80 percent but not more than 100 percent of the AMI; and 41 in the moderate income range of more than 100 percent but not more than 120 percent of the AMI. For all residential workforce housing rental units, the deed restriction period is 50 years, starting on the date of initial occupancy. Within 90 days of the expiration of the 50-year deed-restricted period, Honua'ula Partners, LLC must offer the County or a limited equity housing cooperative the right to purchase the property at market value as determined by a third-party appraisal.
- d. The confirmed minimum number of 163 residential workforce housing ownership units will be allocated as follows: 48 in the below-moderate income range of more than 80 percent but not more than 100 percent of the AMI; 83 in the moderate income range of more than 100 percent but not more than 120 percent of the AMI; and 32 in the above-moderate income range of more than 120 percent but not more than 140 percent of the AMI.
- e. If Chapter 2.96, Maui County Code, is amended to increase the required residential workforce housing units above 288, Honua'ula Partners, LLC must provide the greater number of residential workforce housing units. If any agreement with the State Department of Transportation as expressed in Condition 2.a results in Honua'ula Partners, LLC having to provide a total number of residential workforce housing units that is less than a whole number, the total number of residential workforce housing units will be rounded up to the next whole number.
- f. For all residential workforce housing ownership units, the deed restriction period is ten years or the required period under Chapter

2.96, Maui County Code, whichever is greater, except the units must be owner-occupied in perpetuity or used in perpetuity as a long-term rental under Section 3.48.466, Maui County Code, with rent no more than the U.S. Department of Housing and Urban Development's current affordable rent guidelines for a family of four at 100 percent of the AMI, not including utilities and without income restrictions, unless the director of housing finds the requirement would cause undue hardship, including one or more of the following:

- i. The owner is assigned to active military duty.
  - ii. The owner has medical needs requiring relocation.
  - iii. The owner is experiencing domestic violence and requires relocation.
  - iv. The owner is temporarily employed outside of the County.
6. That a Drainage Master Plan and Phasing Plan of improvements shall be submitted for review and approval during Project District Phase II processing. The plan shall include the recommended drainage improvements as represented in the Preliminary Drainage Report. The County may require periodic updates of the Drainage Master Plan and Phasing Plan.
  7. That Honua'ula Partners, LLC shall prepare an animal management plan that shall be submitted during Project District Phase II processing and approved by the State Department of Land and Natural Resources before submittal of Project District Phase III processing. The plan shall include procedures for the management of animal intrusions, including construction of boundary or perimeter fencing, wildlife control permits, and rodent and feral cat control. Honua'ula Partners, LLC shall implement the approved animal management plan. The State Department of Land and Natural Resources may require periodic updates of the plan.
  8. That Honua'ula Partners, LLC shall inform owners within Kihei-Mākena Project District 9 (Wailea 670) that the area is subject to the intrusion of mammals such as axis deer, pigs, and rodents, and the impacts and management plan associated with such intrusions.
  9. That Honua'ula Partners, LLC shall prepare an assessment of the owl (Pueo or Hawaiian Short-eared Owl) and the Hawaiian Hoary Bat in coordination with the State Department of Land and Natural Resources, and, if appropriate, mitigative measures shall be incorporated into Kihei-

Mākena Project District 9 (Wailea 670). The assessment shall be prepared before submittal of Project District Phase II processing.

10. That, in lieu of the dedication of a Little League Field and related amenities as originally specified in Ordinance 2171 (1992), Exhibit "B", Condition 8, and based on current land and construction cost estimates for the Little League Field, before vertical construction of the first market rate dwelling unit, Honua'ula Partners, LLC shall have contributed a minimum value of \$5,000,000 for the development of a Hawaiian cultural, educational, and community facility, including a native plant nursery, within the Project District. To satisfy all or a portion of the required contribution, Honua'ula Partners, LLC shall dedicate at least two acres of land within the Project District for the facility. The land for the facility shall be conveyed in fee simple to a nonprofit organization or the County of Maui, as selected by Honua'ula Partners, LLC and approved by the Mayor, in consultation with the County Department of 'Ōiwi Resources, after two community meetings. A covenant running with the land shall require continued consultation with the County Department of 'Ōiwi Resources and that the land be used only for a Hawaiian cultural, educational, and community facility, including a native plant nursery. The land conveyed to the nonprofit organization or the County of Maui must have its fair market value determined as undeveloped land by a third-party appraisal and approved by the Mayor. That value shall be credited toward the total contribution required by this condition. If the land conveyed to the nonprofit organization or the County of Maui has a value of less than \$5,000,000 at the time of dedication, Honua'ula Partners, LLC shall satisfy the rest of the contribution required by this condition by a cash donation to the nonprofit organization or the County of Maui for the express purpose of developing a Hawaiian cultural, educational, and community facility within the Project District. The contribution required by this condition shall not be used to satisfy the park assessment requirements under Section 18.16.320, Maui County Code, or for future credits under the subdivision ordinance. As a covenant running with the land, the nonprofit organization or County of Maui shall provide an educational orientation for new project owners on the area's Hawaiian cultural significance and appropriate protocols and shall pursue partnership opportunities with local schools and nonprofit organizations for cultural-education activities. Program activities shall be reported as part of annual compliance reports required under Condition 28.
11. That Honua'ula Partners, LLC, is proposing to provide a cumulative total of approximately 120 acres for Parks and Open Space, with a minimum of 6 acres of private parks and 84 acres of open space to be developed within the Project District. The private parks shall be open to the public and privately maintained. Furthermore, the private parks and open

space shall not be used to satisfy the park assessment requirements under Section 18.16.320, Maui County Code, or for future credits under the subdivision ordinance. The Director of Parks and Recreation and Honua'ula Partners, LLC agree that the park assessment shall be satisfied with an in-lieu cash contribution for the entire project. The amounts and timing of payment of the in-lieu fees shall be subject to the provisions of Section 18.16.320, Maui County Code.

12. That Honua'ula Partners, LLC shall prepare a Cultural Resources Preservation Plan ("CRPP"), in consultation with: Nā Kupuna O Maui; lineal descendants of the area; other Native Hawaiian groups; the Maui County Cultural Resources Commission; the Maui/Lāna'i Island Burial Council; the Office of Hawaiian Affairs; the State Historic Preservation Division, Department of Land and Natural Resources; the Maui County Council; Nā Ala Hele; and all other interested parties. Prior to initiating this consultation process, Honua'ula Partners, LLC shall publish a single public notice in a Maui newspaper and a Statewide newspaper that are published weekly. The CRPP shall consider access to specific sites to be preserved, the manner and method of preservation of sites, the appropriate protocol for visitation to cultural sites, and recognition of public access in accordance with the Constitution of the State of Hawai'i, the Hawai'i Revised Statutes, and other laws, in Kihei-Mākena Project District 9 (Wailea 670).

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

13. That a nonpotable water supply system shall be utilized for all irrigation purposes.
14. That, during construction, all dust control shall utilize nonpotable water or effluent, which may be obtained from the Kihei Wastewater Reclamation Facility when available.
15. That Honua'ula Partners, LLC shall provide a Sewage Disposal Analysis that has been reviewed and commented on by the State Department of Health, the State Department of Land and Natural Resources, the County Department of Environmental Management, and the County Department of Water Supply before Project District Phase II approval. The Sewage Disposal Analysis, along with reviews and comments, shall be submitted to the Maui County Council for review and the project shall



be subject to additional conditions or amendments by the Maui County Council if warranted by the Sewage Disposal Analysis.

16. That Honua‘ula Partners, LLC shall construct, maintain, and participate in the operation of a private wastewater treatment facility and system that accommodate the needs of the entire Kihei-Mākena Project District 9 (Wailea 670). All reclaimed water from the private wastewater treatment facility shall be utilized for irrigation, dust control, or other nonpotable purposes, and none of the reclaimed water shall be placed into injection wells.

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

17. That Honua‘ula Partners, LLC shall address in their Project District Phase II application the following:
  - a. Confirmation from Hawaiian Electric Company, Inc. (“HECO”) that the proposal to relocate and landscape HECO facilities is incorporated in the application and site plan.
  - b. Roadway improvements to the satisfaction of the State Department of Transportation and the County Department of Public Works and proposed agreements are incorporated in the application and site plan and finalized as part of Project District Phase II approval.
18. That Honua‘ula Partners, LLC shall execute appropriate agreements with the State of Hawai‘i and County of Maui agencies regarding participation in improvements of infrastructure and public facilities where such improvements are reasonably related to Honua‘ula Partners, LLC’s project.
19. That marine monitoring programs shall be conducted which include monitoring and assessment of coastal water resources (groundwater and surface water) that receive surface water or groundwater discharges from the hydrologic unit where the project is located. Monitoring programs shall include both water quality and ecological monitoring.

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

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

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

20. That all exterior lighting shall be shielded from adjacent residential properties and nearshore waters. Lighting requirements in force at the time of building permit application shall be applied.
21. That Honua'ula Partners, LLC shall pay the State Department of Education \$3,000 per dwelling unit upon issuance of each building permit to be used, to the extent possible, for schools serving the Kihei-Mākena Community Plan area; provided that, if the State passes legislation imposing school impact fees that apply to Kihei-Mākena Project District 9 (Wailea 670), Honua'ula Partners, LLC shall from that point forward comply with the State requirements, or contribute \$3,000 per dwelling unit, whichever is greater.
22. That Honua'ula Partners, LLC shall fund and construct adequate emergency management measures as determined by the State and County of Maui emergency management agencies.
23. That Honua'ula Partners, LLC shall convey to the County a subdivided two-acre lot with direct access to the Pi'ilani Highway extension for the development of a joint County Department of Fire and Public Safety and County Department of Police facility within the village mixed-use sub-district at the earlier of the time that 50 percent of the total number of dwelling units or lots has received either a certificate of occupancy or final subdivision approval, as applicable. The lot conveyed to the County

Department of Fire and Public Safety and the County Department of Police shall have roadway access and full utility services provided to the lot.

That Honua'ula Partners, LLC shall convey to the County a subdivided lot, in a location and size to be determined in a memorandum of agreement among Honua'ula Partners, LLC, the County Department of Fire and Public Safety, and the County Department of Police, with a fair market value of not less than \$550,000, for use as a first responders' park.

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

The plan shall include a minimum preservation standard as follows: That Honua'ula Partners, LLC shall establish in perpetuity a Conservation Easement (the "Easement"), entitled "Native Plant Preservation Area," for the conservation of native Hawaiian plants and significant cultural sites in Kihei-Mākena Project District 9 (Wailea 670) as shown on the attached map. The Easement shall comprise the portion of the property south of latitude 20°40'15.00"N, excluding any portions that the State Department of Land and Natural Resources, the United States Fish and Wildlife Service, and the United States Army Corps of Engineers find do not merit preservation, but shall not be less than 18 acres and shall not exceed 140 acres.

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

- a. A commitment from Honua'ula Partners, LLC to protect and preserve the Easement for the protection of native Hawaiian plants and significant cultural sites worthy of preservation, restoration, and interpretation for public education and enrichment consistent with a Conservation Plan for the Easement developed by Honua'ula Partners, LLC, and approved by the State Department of Land and Natural Resources, the United States Geological Survey, and the United States Fish and Wildlife Service; and with a Cultural Resource Preservation Plan, which includes the management and maintenance of the Easement, developed by Honua'ula Partners, LLC, and approved by the State Department of Land and Natural Resources (collectively, the "Conservation/Preservation Plans").
  - b. That Honua'ula Partners, LLC shall agree to confine use of the Easement to activities consistent with the purpose and intent of the Easement.
  - c. That Honua'ula Partners, LLC shall be prohibited from development in the Easement other than erecting fences, enhancing trails, and constructing structures for the maintenance needed for the area, in accordance with the Conservation/Preservation Plans.
  - d. That title to the Easement shall be held by Honua'ula Partners, LLC or conveyed to a land trust that holds other conservation easements. Access to the Easement shall be permitted pursuant to an established schedule specified in the Conservation/Preservation Plans to organizations on Maui dedicated to the preservation of native plants, to help restore and perpetuate native species and to engage in needed research activities. These organizations may enter the Easement at reasonable times for cultural and educational purposes only.
  - e. Honua'ula Partners, LLC shall be allowed to receive all tax benefits allowable under tax laws applicable to the Easement at the time that the Easement is established in Kihei-Mākena Project District 9 (Wailea 670), which will be evidenced by the recordation of the Easement in the Bureau of Conveyances, State of Hawai'i.
27. That, before the commencement of any construction activity, Honua'ula Partners, LLC shall develop and submit a Transportation Management Plan ("TMP"), to be reviewed and approved by the State Department of Transportation, the County Department of Public Works, and the County Department of Transportation. The purpose of the TMP shall be to reduce traffic generated by construction activity related to the Ka'ono'ulu

Light Industrial Subdivision and Kihei-Mākena Project District 9 (Wailea 670), including traffic generated by the improvements to Pi'ilani Highway between Kilohana Drive and Wailea Ike Drive. The TMP shall provide for programs such as park and ride, shuttles, and restrictions on worker access to ongoing construction activity during peak hour traffic. Upon approval, project contractors shall implement the TMP during construction activities. Honua'ula Partners, LLC shall submit an annual report to the State Department of Transportation, the County Department of Public Works, the County Department of Transportation, and the Maui County Council to document the success of the TMP in meeting its benchmarks of reducing traffic during project construction.

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

28. That Honua'ula Partners, LLC shall provide annual compliance reports to the County Department of Planning and the Maui County Council on the status of the project and progress in complying with the conditions imposed, commencing within one year of the effective date of Ordinance 3554 (2008).
29. All energy systems for all residential units shall be designed and constructed to meet all applicable ENERGY STAR requirements established by the Climate Protection Division of the United States Environmental Protection Agency in effect at the time of construction. For purposes of this condition, energy systems shall include all hot water systems, roof and attic areas, outside walls, windows, air cooling systems, and heating systems.

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

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

30. All residential workforce housing units will not be subject to parking fees for their allotted parking stalls.

31. Upon the first certificate of occupancy, if the residential workforce housing rental units do not include individual washers and dryers, there must be at least two communal laundry facilities with 8 washers and 12 dryers per facility or at least one facility with 16 washers and 24 dryers. The facilities must be located near the multifamily rental units.
32. That Honua‘ula Partners, LLC must complete a Light Detection and Ranging drone survey of the developable areas in consultation with the County Department of ‘Ōiwi Resources before ground-disturbing work.
33. That Honua‘ula Partners, LLC must not use or receive residential workforce housing credits for development within Kihei-Mākena Project District 9 (Wailea 670).
34. All swimming pools must have a pool cover. Swimming pools must be kept covered when not in use. Failure to cover the pool when not in use is a violation of this condition. Each offense results in a fine of \$300, which will be deposited into the County’s Affordable Housing Fund. Homeowners’ associations within Kihei-Mākena Project District 9 (Wailea 670) must enforce this condition.

paf:cmn:25-182h




20°40'15.00"N



### Legend

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

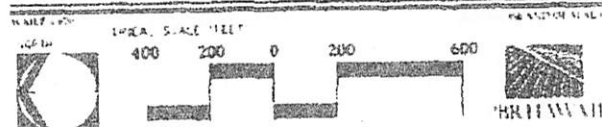
### BOTANICAL HABITAT PRESERVES

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

TOTAL +/- 43 ac

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

### BOTANICAL HABITAT PRESERVATION PLAN



DIGEST

ORDINANCE NO. \_\_\_\_\_  
BILL NO. 172, CD1, FD1 (2024)

A BILL FOR AN ORDINANCE TO AMEND ORDINANCE 3554, AS AMENDED BY  
ORDINANCE 4849, RELATING TO KĪHEI-MĀKENA PROJECT DISTRICT 9  
(WAILEA 670) ZONING (CONDITIONAL ZONING), FOR APPROXIMATELY 670  
ACRES SITUATED AT PAEAHU, PALAUEA, KEAUHOU, HONUA'ULA, DISTRICT  
OF MAKAWAO, MAUI, HAWAII

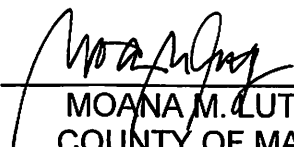
This bill proposes to amend various Conditions of Zoning in Ordinance 3554, as amended  
by Ordinance 4849, relating to Kīhei-Mākena Project District 9 (Wailea 670) zoning  
(Conditional Zoning).

I, MOANA M. LUTEY, County Clerk of the County of Maui, State of Hawaii, DO  
HEREBY CERTIFY that the foregoing BILL NO. 172, CD1, FD1 (2024) was passed on  
First Reading by the Council of the County of Maui, State of Hawaii, on the 28th day of  
June, 2025, by the following vote:

AYES: Councilmembers Tom Cook, Natalie A. Kama, Nohelani  
'AE U'u-Hodgins, Vice-Chair Yuki Lei K. Sugimura, and Chair Alice L.  
Lee.

NOES: Councilmembers Gabriel Johnson, Tamara A.M. Paltin, Keani N.W.  
'A'OLE Rawlins-Fernandez, and Shane M. Sinenci.

DATED at Wailuku, Maui, Hawaii, this 28th of July, 2025.

  
\_\_\_\_\_  
MOANA M. LUTEY, COUNTY CLERK  
COUNTY OF MAUI, STATE OF HAWAII

Copies of the foregoing Bill, in full, are on file in the Office of the County Clerk,  
County of Maui, for use and examination by the public.