

COUNCIL OF THE COUNTY OF MAUI

HOUSING AND LAND USE COMMITTEE

December 13, 2024

Committee
Report No. _____

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Housing and Land Use Committee, having met on November 25, 2024, December 2, 2024 (reconvened), and December 3, 2024 (reconvened), makes reference to the following:

1. Bill 171 (2024), entitled “A BILL FOR AN ORDINANCE AMENDING CHAPTER 19.90A, MAUI COUNTY CODE, RELATING TO KĪHEI-MĀKENA PROJECT DISTRICT 9 (WAILEA 670).”

Bill 171’s purpose is to amend the Project District ordinance for Kīhei-Mākena Project District 9 (Wailea 670) by eliminating references to the golf course and golf-course related uses and facilities and the 450 affordable units within the Project District; adding cultural and educational centers as permitted principal uses and structures; replacing the conceptual land use map with the Phase II approved site plan; and incorporating technical and nonsubstantive revisions, for about 670 acres identified for real property tax purposes as tax map keys (2) 2-1-008:056 and 071.

2. Bill 172 (2024), entitled “A BILL FOR AN ORDINANCE TO AMEND ORDINANCE 3554 AS PREVIOUSLY AMENDED ESTABLISHING 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.”

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Bill 172's purpose is to amend various Conditions of Zoning in Ordinance 3554, as amended by Ordinance 4849, relating to Kihei-Mākena Project District 9 (Wailea 670).

Your Committee notes the land use designations for the subject property are as follows:

- State Land Use District: Urban District
- Maui Island Plan: Urban Growth Boundary/Outside Protected Areas
- Kihei-Mākena Community Plan: Project District
- County Zoning: Kihei-Mākena Project District 9 (Wailea 670)

Your Committee notes the Maui Planning Commission, at its meeting of September 24, 2024, recommended approval of the requested Project District Amendment and Change in Zoning (Conditional Zoning).

Your Committee received a presentation from a representative of the property owner, Honua'ula Partners, LLC ("Applicant"), including an overview and history of the land use entitlements for the Project District and the Applicant's requested amendments to the Project District and Change in Zoning ordinances.

The Applicant's requested amendments to Ordinance 3554's Conditions of Zoning centered primarily on:

- Condition 1, relating to the standards applicable to the water system to be developed, maintained, and operated for the project;
- Condition 2, relating to transportation and traffic improvement requirements and their timing;

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- Condition 10, relating to monetary and land contributions in lieu of the dedication of a Little League Field, for the development of a cultural, educational, and community facility;
- Conditions 12 and 18, to remove references to the golf course that the Applicant no longer intends to pursue; and
- Condition 24, to permit flexibility in the contribution of land, to be used for a joint County Department of Fire and Public Safety and County Department of Police facility.

The Applicant also requested an amendment to Ordinance 4849, which amended Ordinance 3554's Condition 5 to allow flexibility in the location of up to 250 residential workforce housing units within the Project District, Ka'ono'ulu Light Industrial Subdivision, or both. The proposed amendment provides that 125 of those residential workforce housing units would be rental units and the remaining units would be ownership units, allowing the actual number of residential workforce housing units to be governed by the requirements of Chapter 2.96, Maui County Code, at the time of building permit or subdivision application.

A particular point of contention for your Committee was the number of residential workforce housing units the developer would be required to provide. When Ordinances 3553 and 3554 were enacted, 50 percent of the 1,400 dwelling units were required to be workforce housing, with 450 of those units to be built within the Project District and 250 to be built off-site. Section 2.96.040(A), Maui County Code, now requires a developer to provide a number of residential workforce housing units equivalent to at least 25 percent, rounding up to the nearest whole number, of the total number of market-rate units.

Based on the Applicant's representation that 1,150 total units would be constructed in the Project District, the minimum residential workforce housing requirement under the Code would be 230, with 920 market-rate units. The Applicant has further represented that they will build at least 288 residential workforce housing units.

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Following deliberations, your Committee recommended amending Bill 171 by:

- Deleting the reference to associated off-site residential workforce housing units in Section 19.90A.020(B), Maui County Code, and requiring all residential units be onsite in the Project District, consistent with the Applicant's representations.
- Updating the maximum number of dwelling units that may be constructed in the Project District by replacing 1,400 with 1,150 in Code Section 19.90A.020(B), also for consistency with the Applicant's representations.
- Memorializing the Applicant's commitment to develop at least 288 residential workforce housing units in the Project District, or 58 more residential workforce housing units than required under Code Chapter 2.96 for a development with 1,150 total units, and providing that if an ordinance increasing the required residential workforce housing units is adopted by the County, the greater number of units will apply.
- Specifying that laundry facilities are a permitted use or structure in the single-family and multifamily residential subdistricts.
- Making technical and nonsubstantive revisions for clarity, consistency, and style.

Your Committee also recommended amending Bill 172's Conditions of Zoning by:

- Incorporating the entire set of Conditions of Zoning for completeness and comprehension and to improve public notice when the unilateral agreement is recorded with the Bureau of Conveyances.

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- For the upgrade to Pi'ilani Highway in Condition 2.a, including the alternative, represented by the Applicant, that additional residential workforce housing units above the 288 would be constructed in the Project District in exchange for the State Department of Transportation performing the work.
- In Condition 5:
 - Including the minimum number of 288 residential workforce housing units to be constructed onsite;
 - Removing references to some or all of the units being constructed at the Ka'ono'ulu Light Industrial Subdivision;
 - Providing a breakdown of the number of residential workforce housing rental and ownership units by income group;
 - Requiring the market value of the rental units for the County's right of first refusal to be determined by a third-party appraisal;
 - Requiring that the calculation of any additional residential workforce housing units expressed in Condition 2.a to be rounded to the next whole number; and
 - Expanding the deed restriction period for residential workforce housing ownership units to ten years, except that the units must be owner-occupied for 20 years.
- In Condition 10, requiring the nonprofit organization receiving the land for the cultural, educational, and community facility to be selected in consultation with the Department of 'Ōiwi Resources, after two community meetings; requiring continued consultation with the Department in a covenant running with the land; and requiring that the fair market value of the land be determined by a third-party appraisal.
- Updating the acreages for Parks and Open Space and for the conservation easement in Conditions 11 and 27, renumbered to 10 and 26, respectively.

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- Adding a new condition to provide that all residential workforce housing units will not be subject to parking fees for their allocated parking stalls.
- Adding a new condition requiring that two electric-vehicle chargers will be required for every 50 parking spaces in the multifamily residential subdistrict.
- Adding a new condition requiring laundry facilities if residential workforce housing rental units do not include washers and dryers.
- Making technical and nonsubstantive revisions for clarity, consistency, and style.

Your Committee voted 5-3 to recommend passage of Bill 171, CD1 (2024), on first reading. Committee Chair Kama, Vice-Chair Cook, and members Lee, Sugimura, and U‘u-Hodgins voted “aye.” Committee members Johnson, Paltin, and Rawlins-Fernandez voted “no.” Committee member Sinenci was excused.

Your Committee voted 5-2 to recommend passage of Bill 172, CD1 (2024), on first reading and recordation of the Unilateral Agreement. Committee Chair Kama, Vice-Chair Cook, and members Lee, Sugimura, and U‘u-Hodgins voted “aye.” Committee members Johnson and Rawlins-Fernandez voted “no.” Committee members Paltin and Sinenci were excused.

Your Committee is in receipt of the following from the Department of the Corporation Counsel, incorporating your Committee’s recommended revisions and nonsubstantive revisions:

1. Bill 171, CD1 (2024), entitled “A BILL FOR AN ORDINANCE AMENDING CHAPTER 19.90A, MAUI COUNTY CODE, RELATING TO KĪHEI-MĀKENA PROJECT DISTRICT 9 (WAILEA 670)”; and

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2. Bill 172, CD1 (2024), entitled “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, KEAUAHOU, HONUA‘ULA, DISTRICT OF MAKAWAO, MAUI, HAWAII.”

Your Committee is also in receipt of a signed Unilateral Agreement and Declaration for Conditional Zoning, approved as to form and legality by the Department of the Corporation Counsel.

Your Housing and Land Use Committee RECOMMENDS the following:

1. That Bill 171, CD1 (2024), as revised herein and attached hereto, entitled “A BILL FOR AN ORDINANCE AMENDING CHAPTER 19.90A, MAUI COUNTY CODE, RELATING TO KĪHEI-MĀKENA PROJECT DISTRICT 9 (WAILEA 670),” be PASSED ON FIRST READING and be ORDERED TO PRINT;
2. That Bill 172, CD1 (2024), as revised herein and attached hereto, entitled “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, KEAUAHOU, HONUA‘ULA, DISTRICT OF MAKAWAO, MAUI, HAWAII,” be PASSED ON FIRST READING and be ORDERED TO PRINT; and
3. That the County Clerk RECORD the Unilateral Agreement.

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This report is submitted in accordance with Rule 8 of the Rules of the Council.



TASHA KAMA, Chair

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ORDINANCE NO. _____

BILL NO. 171, CD1 (2024)

A BILL FOR AN ORDINANCE AMENDING CHAPTER 19.90A,
MAUI COUNTY CODE, RELATING TO KĪHEI-MĀKENA PROJECT
DISTRICT 9 (WAILEA 670)

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

SECTION 1. Section 19.90A.010, Maui County Code, is amended to read
as follows:

“19.90A.010 – Purpose and intent. A. The purpose and intent of [Kihei-Makena] Kihei-Mākena project district 9 (Wailea 670) at Paeahu, Palauea, Keauhou, [Honuaula,] Honua‘ula, District of Makawao, Maui, [Hawaii,] Hawai‘i, is to establish permissible land uses and appropriate standards of development for a residential community consisting of single-family and multifamily dwellings complemented with village mixed uses, all integrated with [an eighteen-hole golf course and other] recreational amenities.

B. The objectives of [Kihei-Makena] Kihei-Mākena project district 9 (Wailea 670) are as follows:

1. Provide a mix of single-family and multifamily housing[;].

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

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

4. Integrate bicycle/pedestrian recreation ways into the project’s parks, and include buffer zones between residential areas and the [Piilani] Pi‘ilani Highway extension corridor.

C. This chapter [shall apply] applies to the area designated as project district 9 [(Maui Wailea 670)] (Wailea 670) in the [Kihei-Makena] Kihei-Mākena community plan, being those certain parcels of land east of Wailea Resort, south of Maui Meadows, and north of Seibu Mauka, and located at Paeahu, Palauea, Keauhou, [Honuaula] Honua‘ula, District of Makawao, Maui, [Hawaii,] Hawai‘i.”

SECTION 2. Section 19.90A.020, Maui County Code, is amended by amending subsection B to read as follows:

“B. The number of dwelling units that may be constructed in [Kihei-Makena] Kihei-Mākena project district 9 (Wailea 670)[, together with any associated off-site residential workforce housing units, shall] may not exceed [one thousand four hundred; provided] 1,150; except that[,] no more than [one hundred] 100 market rate units per year, cumulatively, commencing from project district phase I approval, [shall] may be constructed within the project district, with no limitations on the number of affordable housing units that can be constructed each year. [Four hundred fifty affordable units shall be within the project district.]”

SECTION 3. Section 19.90A.030, Maui County Code, is amended to read as follows:

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

A. Environment.

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

2. The drainage master plan [shall] must incorporate [the golf course and] open spaces as areas for stormwater retention and desilting basins.

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

4. Traditional native Hawaiian beach and mountain access trails across the property [shall] must be provided, to include the Kanaio Kalama Park Road, as shown on the map attached to the ordinance codified in this chapter as exhibit “2,” which is adopted and made a part of this section by reference.

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

C. Infrastructure and [Public Services] public services.

1. [Kihei-Makena] Kihei-Mākena project district 9 (Wailea 670) [shall] must not burden government agencies by requiring the provision of major infrastructure improvements or public services.

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

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

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

[5]4. A conceptual engineering report for the project, including[, but not limited to,] an identification of pre- and post-development impacts, on- and off-site improvements, and design and systems plans, [shall] must be reviewed for purposes of phase II approval.

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

D. Design.

1. Each building or structure [shall] must be designed by a licensed architect in conformance with the intent of [Kihei-Makena] Kihei-Mākena project district 9 (Wailea 670).

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

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

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

E. Landscape [Planting] planting.

1. Comprehensive landscaping [shall] must be provided for all community common areas, including along streets and drainageways, and in improved open spaces.

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

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

4. Use of native Hawaiian species [shall be] is encouraged.

5. A minimum [one hundred foot wide] 100-foot-wide fire buffer area, with a minimum [fifty-foot wide] 50-foot-wide landscape buffer area within it, [shall] must be provided between the southern boundary of the Maui Meadows subdivision and [Kihei-Makena] Kihei-Mākena project district 9 (Wailea 670). No structures, except rear and side boundary walls or fences, [shall be] are permitted in the buffer.

6. A minimum [twenty-foot wide] 20-foot-wide landscape buffer area [shall] must be provided for single-family and multifamily development adjoining the [Piilani] Pi'ilani Highway extension corridor.

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

G. Housing. [Kihei-Makena] Kihei-Mākena project district 9 (Wailea 670) [shall] must develop at least 288 residential workforce housing units or comply with [affordable] the number of residential workforce housing [requirements] units required by an ordinance duly adopted by the County of Maui[.], whichever is greater. The units must be onsite."

SECTION 4. Section 19.90A.060, Maui County Code, is amended by amending subsection A to read as follows:

"A. Permitted [Uses] uses and [Structures] structures. The following uses and structures [shall be] are permitted in the recreation and open space/utility subdistrict:

1. Principal uses and structures:

a. Athletic courts and fields[;].

b. Community, cultural, educational, and recreation centers[;].

c. Drainage, utility, and erosion control systems[;].

- [d. Golf course and golf driving ranges;]
- [e.]d. Greenhouses and nurseries, limited to the propagation of plants[;].
- [f.]e. Historic buildings, structures, and sites[;].
- [g.]f. Open land recreation[;].
- [h.]g. Parks, playgrounds, and landscaped common or open space areas[;].
- [i.]h. Swimming pools[;].
- [j.]i. Trails and bike-pedestrian ways[;].
- [k.]j. Utility facilities, major and minor[; and].
- [l.]k. Wells and reservoirs.

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

[a. One caretaker's dwelling unit, accessory to the golf course, with a total gross floor area of not more than one thousand five hundred square feet and as approved by the planning director;

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

[c.]a. Comfort and shelter stations[;].

[d.]b. Greenhouses[;].

[e.]c. Maintenance and storage facilities[;].

[f.]d. Off-street parking and loading[;].

[g.]e. Park furniture and equipment[; and].

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

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

SECTION 5. Section 19.90A.070, Maui County Code, is amended to read as follows:

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

A. Permitted uses and structures. The following uses and structures ~~[shall be]~~ are permitted in the mixed-use subdistrict:

1. Principal uses and structures:

a. Any use or structure permitted in the single-family residential subdistrict or the ~~[multi-family]~~ multifamily residential subdistrict.

b. Automobile service stations.

c. Charitable organizations.

~~[c.]~~d. Day care facilities.

~~[d.]~~e. Eating and drinking establishments.

~~[e.]~~f. Education, general.

~~[f.]~~g. Education, specialized.

~~[g.]~~ Eleemosynary organizations.]

h. Food and beverage, retail.

i. General merchandising.

j. General office.

k. Medical center, minor.

l. Parking area, public; provided the parking lot or building ~~[shall]~~ must be appropriately screened in accordance with chapter 19.36B [of this code], and exterior lighting ~~[shall]~~ must be shielded from adjacent residential properties.

m. Personal and business services.

n. Private clubs or fraternal organizations.

o. Public facility or public use.

p. Quasi-public use or quasi-public facility.

q. Recreation, indoor.

r. Religious institutions.

s. Religious, benevolent, and philanthropic societies.

t. Self-storage, provided it is within an enclosed building.

u. Shopping center.

v. Utility facilities, minor.

w. Laundry facilities.

[w.] x. Other uses and structures as determined by the director as meeting the intent of this section.

2. Accessory uses and structures. Accessory uses and structures located on the same lot and incidental and customarily found in connection with the principal uses, including:

a. Accessory uses or structures permitted in the single-family residential subdistrict or the [multi-family] multifamily residential subdistrict.

[b. One clubhouse for the golf course with snack bars, restaurants with bars, locker room facilities, weight rooms, pro shops for the sale and service of equipment and materials used for or relating to golf, tennis, or other recreational activities, and other accessory facilities as approved by the director.]

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

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

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

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

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

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

a. Minimum lot area: [six thousand] 6,000 square feet.

b. Minimum lot width: [sixty] 60 feet.

c. Minimum yards: no yard setbacks [shall be] are required, except:

i. That required for off-street parking.

ii. If the lot abuts a lot in the single-family residential subdistrict or the [multi-family] multifamily residential subdistrict, the side or

rear yard setbacks of the abutting district [shall] apply.

d. Maximum height: [fifty] 50 feet or four stories, except that[:

i. Elevator] elevator shafts, air conditioning equipment, vent pipes, fans, antennae, and solar collectors may exceed [such] the height limitation by not more than [ten] 10 feet.

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

e. Maximum lot coverage ratio: 35 percent.

f. Maximum floor area-lot area ratio: 90 percent.

4. A project development plan for the village mixed-uses that is consistent with an approved phase II preliminary site plan [shall] must be reviewed and approved by the director [pursuant to] in accordance with section 19.510.090 [of this code].”

SECTION 6. Ordinance 3553 is amended by replacing the conceptual land use map attached to the Ordinance as Exhibit “1” with the phase II approved site plan attached to this Ordinance as Exhibit “1.”

SECTION 7. Material to be repealed is bracketed. New material is underscored. In printing this bill, the County Clerk need not include the brackets, the bracketed material, or the underscoring.

SECTION 8. This Ordinance takes effect on approval.

APPROVED AS TO FORM AND LEGALITY:




NĀHULU NUNOKAWA

Department of the Corporation Counsel
County of Maui

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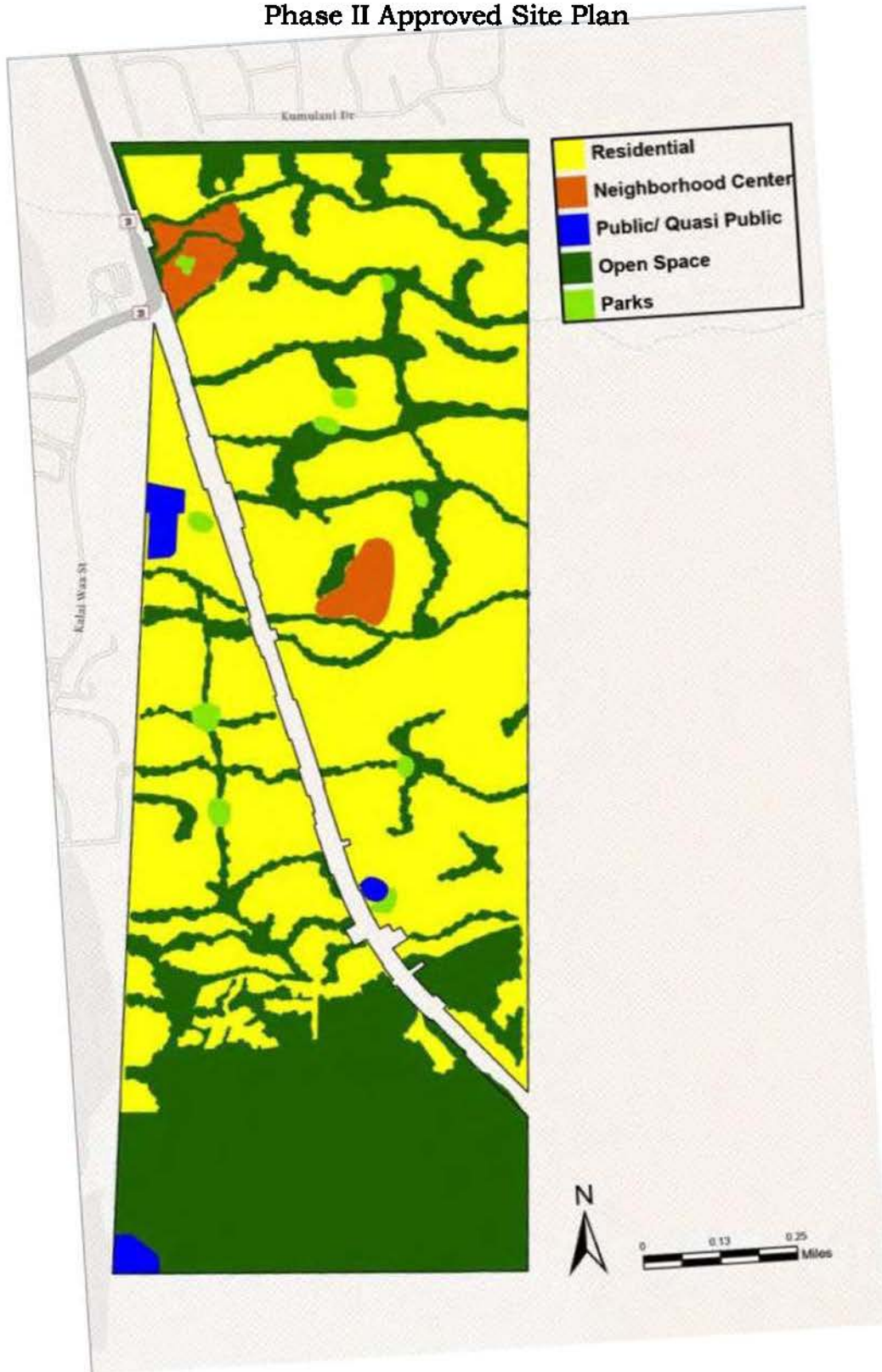
INTRODUCED BY:



Upon the request of the Mayor.

Exhibit "1"

Phase II Approved Site Plan



ORDINANCE NO. _____

BILL NO. 172, CD1 (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

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:




NĀHULU NUNOKAWA

Department of the Corporation Counsel
County of Maui

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INTRODUCED BY:



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, Palauean, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

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

20,066.74 feet North
9,405.32 feet East

and running by azimuths measured clockwise from true South:

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

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

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

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

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

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

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

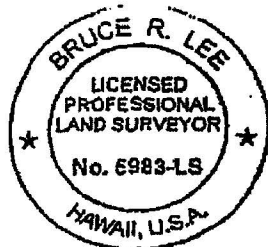
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision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

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

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

Prepared by:

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



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

Bruce R. Lee 04/08

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

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

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

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

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

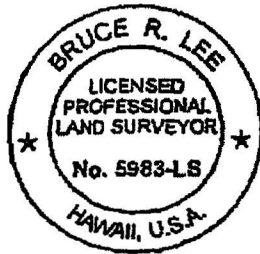
10,639.15 feet North
5,533.22 feet East

and running by azimuths measured clockwise from true South:

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

Prepared by:

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



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 71

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, Palaueau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

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

11,765.93 feet North
8,930.74 feet East

and running by azimuths measured clockwise from true South:

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

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

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

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

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

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

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

13. 147° 20' 41.5" 153.48 feet;

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

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

15. 151° 09' 52.1" 254.92 feet;

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

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

17. 154° 59' 02.7" 158.48 feet;

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

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

19. 160° 42' 48.7" 461.57 feet;

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

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

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

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

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

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

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

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

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

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

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

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

63. 333° 18' 46.8" 71.00 feet;

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

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

65. 331° 24' 11.5" 115.41 feet;

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

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

67. 327° 57' 55.9" 228.67 feet;

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

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

69. 325° 14' 38.6" 46.50 feet;

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

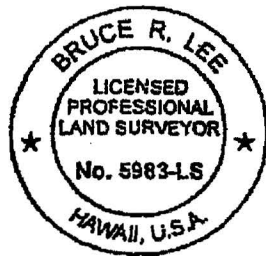
Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

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

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

Prepared by:

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



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

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

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

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

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

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

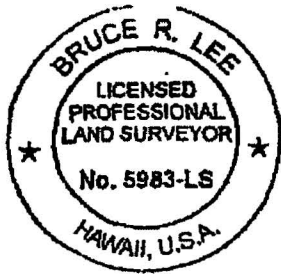
17,314.59 feet North
6,311.37 feet East

and running by azimuths measured clockwise from true South:

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

Prepared by:

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



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

This description was prepared by me or
under my supervision.

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

EXHIBIT “B”

AMENDED CONDITIONS OF ZONING

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 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, its successor and permitted assigns 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.

- 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.] 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, 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, [Honua`ula] 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, [Honua`ula] 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 [Honua`ula] 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] Honuaʻula Partners, LLC, its successors and permitted assigns. [Honua`ula] Honuaʻula 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 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 below-moderate income range of more than 80 percent but not more than 100 percent of the area median income (“AMI”); 42 in the moderate income range of more than 100 percent, but not more than 120 percent of the AMI; and 41 in the above-moderate income range of more than 120 percent but not more than 140 percent of the AMI. Within 90 days of the expiration of the 30-year deed-restricted period, Honua`ula Partners, LLC, its successors and permitted assigns, must offer the County 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, its successors and permitted assigns, 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, its successors and permitted assigns, 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, except the units must be owner-occupied for 20 years.
- 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] Honuaʻula 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] Honuaʻula 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] Honuaʻula 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] Honuaʻula 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 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.] that, before the sale 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 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 land within the Project District for the facility. The land for the facility shall be conveyed in fee simple to a nonprofit organization selected by Honua'ula Partners, LLC and approved by the Office of 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 cultural, educational, and community facility, including a native plant nursery. The fair market value of the land conveyed to the nonprofit organization, as determined by a third-party appraisal and approved by the Office of the Mayor, shall be credited toward the total contribution required by this condition. If the land conveyed to the nonprofit organization has a fair market 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 for the express purpose of developing a 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 said subdivision ordinance.
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] 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 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.] Inc. [(“MECO”)] (“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 responder's 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 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", 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. Two electric-vehicle chargers will be required for every 50 parking spaces in the multifamily residential subdistrict.

32. 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.

hlu:misc:036aconditions03

20°40'15.00"N



Legend

- Existing Native Plants (Field Surveyed)
- *Canavalia Pubescens* (awikiwiki)
 - *Erythrina Sandwicensis* (williwili)
 - *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

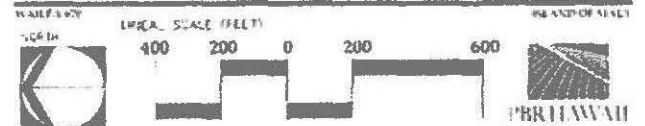


EXHIBIT " C "

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 4th day of December, 2024, by the following "Declarant," who is the owner of real property located at Paeahu, 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 Kīhei-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:
HONUA'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

SEE CALIFORNIA
ACKNOWLEDGMENT
DATE 12/04/ INITL TH
2024

ACKNOWLEDGMENT

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

State of California

County of Orange)

On December 4, 2024 before me, Teresa D. Lewis, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature Teresa D. Lewis (Seal)



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

DECLARANT:
HONUA'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: _____

Deputy Corporation Counsel
County of Maui

State of New York

)ss.:

County of New York

On the 4th day of December in the year 2024, 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.

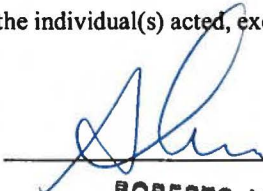
 Notary Public
ROBERTO ABREU
NOTARY PUBLIC-STATE OF NEW YORK
No. 01AB6427006
Qualified in Queens County
My Commission Expires 12-20-2026

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 Paiahu, Palaucau, Homuaula, 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 Mani 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 $\frac{3}{4}$ -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;

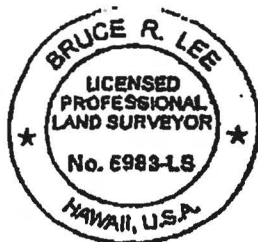
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision - 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 Keanhou, Homanula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

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

Prepared by:

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



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

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

Bruce R. Lee *exp. 04/08*

BRUCE R. LEE

Licensed Professional Land
Surveyor Certificate No. 5983-L8

**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 Pacahu, Palaueau, Honuaula, Makawao, Island and County of Maui, State of Hawai'i and being more particularly described as follows:

Beginning at a found 3 1/4-inch aluminum boundary monument disc at the 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;

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

Prepared by:

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



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, Palaueau, 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) ¼-inch pipe on the southwesterly boundary of the Piilani Highway, F.A.P. No. F-031-1(2) right-of-way, said pipe also being the northeast corner of Lot 656 as shown on Map 84 of Land Court Application 1804, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAI" being:

17,314.59 feet North
6,311.37 feet East

and running by azimuths measured clockwise from true South:

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

Prepared by:

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



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

This description was prepared by me or
under my supervision.

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

EXHIBIT "2"

AMENDED CONDITIONS OF ZONING

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

- 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, its successors and permitted assigns.
- 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, its successors and permitted assigns, shall make a contribution to the County for traffic improvements in an amount equal to \$5,000 per unit. The contribution shall be paid to the County prior to issuance of a building permit. Upon adoption of a traffic impact fee ordinance, Honua'ula Partners, LLC, its successors and permitted assigns, shall comply with the ordinance in lieu of this voluntary contribution. 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, 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, 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, its successors and permitted assigns. Honua'ula Partners, LLC shall execute appropriate agreements with governmental agencies regarding participation in improvements of infrastructure and public facilities as determined by the agencies.
- 5. That Honua'ula Partners, LLC, its successors and permitted assigns, 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 workforce housing units are located within Kihei-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 below-moderate income range of more than 80 percent but not more than 100 percent of the area median income ("AMI"); 42 in the moderate income range of more than 100 percent, but not more than 120 percent of the AMI; and 41 in the above-moderate income range of more than 120 percent but not more than 140 percent of the AMI. Within 90 days of the expiration of the 30-year deed-restricted period, Honua'ula Partners, LLC, its successors and permitted assigns, must offer the County 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, its successors and permitted assigns, 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, its successors and permitted assigns, 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, except the units must be owner-occupied for 20 years.
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, 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 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, 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 Partners, LLC, its successors and permitted assigns, shall inform owners within Kīhei-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, 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 Kīhei-Mākena Project District 9 (Wailea 670). The assessment shall be prepared prior to submittal of Project District Phase II processing.
10. That, in lieu of the dedication of a Little League Field and related amenities as originally specified in Ordinance 2171 (1992), Exhibit "B", Condition 8, and based on current land and construction cost estimates for the Little League Field, that, before the sale 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 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 land within the Project District for the facility. The land for the facility shall be conveyed in fee simple to a nonprofit organization selected by Honua'ula Partners, LLC and approved by the Office of 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 cultural, educational, and community facility, including a native plant nursery. The fair market value of the land conveyed to the nonprofit organization, as determined by a third-party appraisal and approved by the Office of the Mayor, shall be

credited toward the total contribution required by this condition. If the land conveyed to the nonprofit organization has a fair market 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 for the express purpose of developing a 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 said subdivision ordinance.

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 development. 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 said subdivision ordinance. The Director of Parks and Recreation and Honua'ula Partners, LLC agree that the park assessment shall be satisfied with an in-lieu cash contribution for the entire project. The amounts and timing of payment of the in-lieu fees shall be subject to the provisions of Section 18.16.320, Maui County Code.
12. That Honua'ula Partners, LLC, its successors and permitted assigns, 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, its successors and permitted assigns, 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 Kīhei-Mākena Project District 9 (Wailea 670).

Upon completion of the CRPP, Honua'ula Partners, LLC, its successors and permitted assigns, shall submit the plan to the State Historic Preservation Division, Department of Land and Natural Resources, and the Office of Hawaiian Affairs for review and recommendations 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, 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 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, its successors and permitted assigns, 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, its successors and permitted assigns, 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, its successors and permitted assigns, 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, 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-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, 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.
22. That Honua'ula Partners, LLC, its successors and permitted assigns, 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, its successors and permitted assigns, 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, its successors and permitted assigns, 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 responder's 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, its successors and permitted assigns, shall provide a preservation/mitigation plan pursuant to 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, its successors and permitted assigns, 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, its successors and permitted assigns, shall establish in perpetuity a Conservation Easement (the "Easement"), entitled "Native Plant Preservation Area", for the conservation of native Hawaiian plants and significant cultural sites in Kihei-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, its successors and permitted assigns, to protect and preserve the Easement for the protection of native Hawaiian plants and significant cultural sites worthy of preservation, restoration, and interpretation for public education and enrichment consistent with a Conservation Plan for the Easement developed by Honua'ula Partners, LLC, and approved by the State Department of Land and Natural Resources, the United States Geological Survey, and the United States Fish and Wildlife Service; and with a Cultural Resource Preservation Plan, which includes the management and maintenance of the Easement, developed by Honua'ula Partners, LLC, and approved by the State Department of Land and Natural Resources (collectively, the "Conservation/Preservation Plans").
- b. That Honua'ula Partners, LLC, its successors and permitted assigns, shall agree to confine use of the Easement to activities consistent with the purpose and intent of the Easement.
- c. That Honua'ula Partners, LLC, its successors and permitted assigns, shall be prohibited from development in the Easement other than erecting fences, enhancing trails, and constructing structures for the maintenance needed for the area, in accordance with the Conservation/Preservation Plans.

- d. That title to the Easement shall be held by Honua'ula Partners, LLC, its successors and permitted assigns, or conveyed to a land trust that holds other conservation easements. Access to the Easement shall be permitted pursuant to an established schedule specified in the Conservation/Preservation Plans to organizations on Maui dedicated to the preservation of native plants, to help restore and perpetuate native species and to engage in needed research activities. These organizations may enter the Easement at reasonable times for cultural and educational purposes only.
 - e. Honua'ula Partners, LLC, its successors and permitted assigns, shall be allowed to receive all tax benefits allowable under tax laws applicable to the Easement at the time that 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, 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 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, its successors and permitted assigns, shall submit an annual report to the State Department of Transportation, the County Department of Public Works, the County Department of Transportation, and the Maui County Council to document the success of the TMP in meeting its benchmarks of reducing traffic during project construction.

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

28. That 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 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. Two electric-vehicle chargers will be required for every 50 parking spaces in the multifamily residential subdistrict.
32. 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.

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


20°40'15.00"N



Legend

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

BOTANICAL HABITAT PRESERVES

	Approx. Area (Acres)
 Native Plant Preservation Area	+/- 13 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

