



MUNEKIYO HIRAGA

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OFFICE OF THE
COUNTY COUNCIL

Michael T. Munekiyo
Kanyin K. Fukuda
Mark Alexander Roy
Tessa Munekiyo Ng

TO: Robert Carroll, Chair
Maui County Council
Land Use Committee
Attention: Carla Nakata
200 South High Street, 7th Floor
Wailuku, Hawai'i 96793

DATE: April 6, 2018

SUBJECT: Council Committee 18-53, A Bill
for an Ordinance Amending
Ordinance No. 3554 (2008),
Honua'ula Project District Site,
Paeahu, Palauea, Keahou,
Maui, Hawaii; TMK(2)2-1-
008:056 and (2)2-1-008:071
(CIZ 2000/0009)

Enclosed is/are:

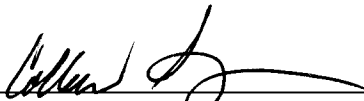
Copies	Date	Description
3 Originals	---	Unilateral Agreement and Declaration for Conditional Zoning for Council Committee 18-53, A Bill for an Ordinance Amending Ordinance No. 3554 (2008) to Amend Condition No. 5 to Provide All or a Portion of the Workforce Housing Units Within the 670 Acre Honua'ula Project District Site, Paeahu, Palauea, Keahou, Maui, Hawaii; TMK(2)2-1-008:056 and (2)2-1-008:071 (CIZ 2000/0009)
1	---	Written Consent Form from the Members of Wailea Associates, LLC
1	---	Written Consent Form from the Manager of D.E. Shaw Real Estate Portfolios 8, LLC
1	---	Written Consent Form from Honua'ula Partners, LLC

X	For your comment For necessary action For your review For your files	For your use As requested For your signature Returning
---	---	---

REMARKS:

We are transmitting three (3) original unilateral agreements and consent forms for your use.

If there are any questions, I can be reached at 244-2015. Thank you.

Signed: 
Colleen Suyama, Senior Associate

Copy to: Charles Jencks (w/o enclosure)
Rick Arambulo (w/o enclosure)

K:\DATA\HonuaulaPartners\CIZ Cond 5 Amend\LUC Unilateral Agmt.tra.doc

LAND COURT SYSTEM

REGULAR SYSTEM

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

Total Number of Pages: 38

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

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

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

WITNESSETH:

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

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

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

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

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

NOW, THEREFORE, the Declarant makes the following Declaration:

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

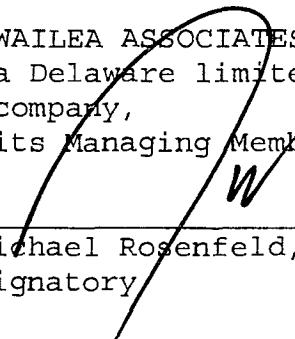
[SIGNATURE PAGES FOLLOW]

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

DECLARANT:

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

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

By: 
Michael Rosenfeld, Authorized
Signatory

APPROVED AS TO FORM AND LEGALITY:

DAVID GALAZIN
Deputy Corporation Counsel
County of Maui

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

State of California)
County of Los Angeles)

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

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

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

WITNESS my hand and official seal.

Signature *Sharon Diane Cohen* (Seal)



Exhibit 1

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

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

Beginning at a found 3 ¼-inch aluminum boundary monument disc at the northeast corner of this parcel of land, on the west boundary of Parcel 1 of said Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch Inc.), said disc also being the southeast corner of Lot 101 of the Maui Meadows Subdivision - Unit III, File Plan 1236, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU OLAH" 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 ¼-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;

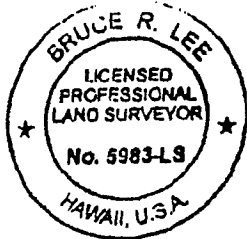
37. 273° 17' 00" 3342.93 feet along said Lot 233 of the Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Akala Drive, along Lots 232 and 219 of said Maui Meadows Subdivision - Unit I, File Plan 1022, along the south end of Hoala Drive, along Lot 218 of said Maui Meadows Subdivision - 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 56

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

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

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

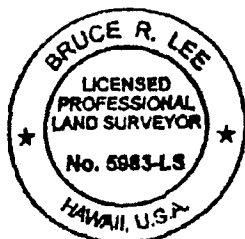
10,639.15 feet North
5,533.22 feet East

and running by azimuths measured clockwise from true South:

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

Prepared by:

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



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

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

Bruce R. Lee exp. 04/08

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

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

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

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

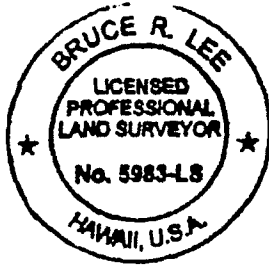
17,314.59 feet North
6,311.37 feet East

and running by azimuths measured clockwise from true South:

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

Prepared by:

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



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

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

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

All of that certain parcel of land, being a Portion of the Highway Exclusion as recorded in Liber 11770 at Pages 308 to 316 (Future Piihahi 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. Kekuaonohi (Certificate of Boundaries No. 66) and a portion of Royal Patent Grant 548 to J.Y. Kanehoa, situated at Paeanu, Palanau, Hoomanala, 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. Kekuaonohi (Certificate of Boundaries No. 66);
3. 49° 52' 33" 10.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekuaonohi (Certificate of Boundaries No. 66);
4. 139° 52' 33" 450.00 feet along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekuaonohi (Certificate of Boundaries No. 66);

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

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

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

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

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

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

13. 147° 20' 41.5" 153.48 feet;

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

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

15. 151° 09' 52.1" 254.92 feet;

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

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

17. 154° 59' 02.7" 158.48 feet;

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

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

19. 160° 42' 48.7" 461.57 feet;

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

Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Royal Patent Grant 548 to J.Y. Kanehoë 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. Kanehoë;
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. Kanehoë;
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. Kanehoë;
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. Kanehoë;
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. Kanehoë;
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. Kanehoë;
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. Kanehoë;
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. Kanehoë;
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. Kanehoë;
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. Kanehoë;

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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;
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. Kaneho;

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);

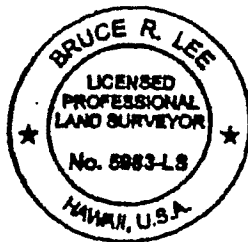
Thence along the remainders of said Parcel 56 of Tax Map Key:(2) 2-1-008 and said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) on the arc of a curve to the left, concave northeasterly with a radius of 2920.07 feet, the chord azimuth and distance being:

- | | | |
|-----|----------------|---|
| 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 1/2-inch pipe on the west boundary of said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.); |
| 76. | 3° 16' 20" | 202.03 feet along said Parcel 1 of Tax Map Key:(2) 2-1-008 (land owned by Ulupalakua Ranch, Inc.), along the remainder of said Land Commission Award 11,216, Apana 21 to M. Kekauonohi (Certificate of Boundaries No. 66) to the point of beginning and containing an area of 18.676 Acres, more or less. |

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

Prepared by:

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



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

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

Bruce R. Lee 04/08

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

EXHIBIT "2"

REVISED CONDITIONS OF ZONING

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

activities and facilities are identified and designed;

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

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

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

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

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

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

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

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

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

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

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

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

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

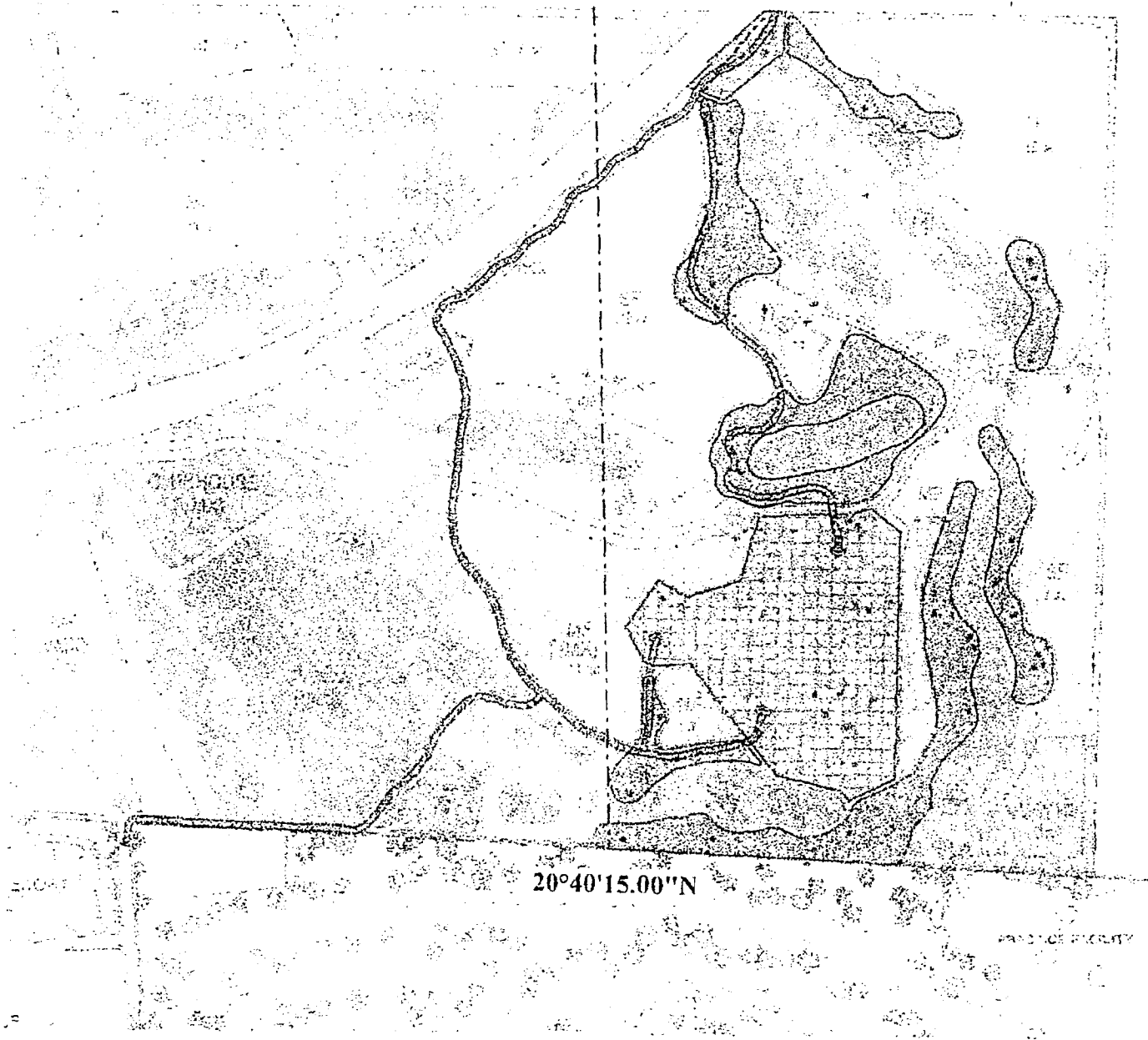
That as part of the Project District Phase II application, Honua`ula Partners, LLC, its successors and permitted assigns, shall submit a TMP to reduce the dependency on individual vehicular transportation modes. The TMP shall be reviewed and approved by the State Department of Transportation, the County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

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

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

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

20°40'15.00"N



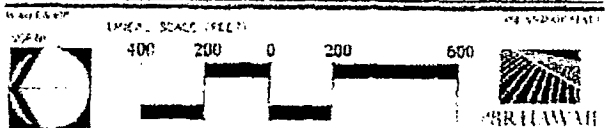
Legend

- Existing Native Plants (Field Surveyed)
 - ▲ Canavalia Pubescens (awikiwiki)
 - ⊙ Erythrina Sandwicensis (wiliwili)
 - ⊙ Lycophaeta Rockii (nehe)
- ⊙ Archaeological Sites (To Be Preserved)

BOTANICAL HABITAT PRESERVES		Approx. Area (Acres)
	Native Plant Preservation Area	+/- 18 ac
	Native Plant Management - Enhancement Area	+/- 23 ac
	Interpretive Trail (min. 4-foot wide cinder trail with interpretive signs)	+/- 2 ac
TOTAL: +/- 43 ac		

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

BOTANICAL HABITAT PRESERVATION PLAN



**ACTION BY UNANIMOUS WRITTEN CONSENT
OF
THE MEMBERS OF
WAILEA ASSOCIATES, LLC
a Delaware limited liability company**

The undersigned, being all the members of Wailea Associates, LLC, a Delaware limited liability company (the "Company"), take the following action by this written consent, which is executed as of this 26th day of March, 2018.

WHEREAS, the Limited Liability Company Operating Agreement of Wailea Associates, LLC was made and entered into as of July 24, 2007 (the "Operating Agreement") by and between Hokulani Partners, LLC, a Delaware limited liability company, ("Hokulani") and SG 670501, LLC, a Washington limited liability company ("SG," together with Hokulani, the "Members"); and

WHEREAS, the Company is a member and the managing member of Honua'ula Partners, LLC, a Delaware limited liability company ("Honua'ula");

WHEREAS, the Honua'ula is the owner of that certain real property subject to Kihei-Makena Project District 9 (Wailea 670) located in the Wailea-Makena region of Maui, Hawaii (the "Property"); and

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

WHEREAS, at the request of the Honua'ula, the Council is considering revising the conditions of zoning for the Property; and

WHEREAS, in connection with revising the conditions of zoning for the Property, the Honua'ula is required to submit a Unilateral Agreement and Declaration for Conditional Zoning pursuant to the provisions of Section 19.510.050, Maui County Code, relating to conditional zoning (the "Unilateral Agreement"); and

WHEREAS, it is deemed to be in the best interest of the Company and its Members to approve Honua'ula entering into the Unilateral Agreement.

WHEREAS, it has been proposed that the Company, in its capacity as a member of Honua'ula, to execute that certain Action by Unanimous Written Consent of Honua'ula Partners, LLC, dated as of March 26, 2018 ("Honua'ula Resolutions"); and

RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED, that the Unilateral Agreement, be, and it hereby is, approved; and it is

RESOLVED FURTHER, that the Company, acting through Michael Rosenfeld, as its Authorized Signatory, is hereby authorized, directed and empowered, to cause the Company, in its capacity as a member of Honua'ula, to execute and deliver the Honua'ula Resolutions; and it is

RESOLVED FURTHER, that all actions heretofore taken by any Member of the Company or its representative, including without limitation, the Managing Member in connection with or otherwise in contemplation of the transactions contemplated by any of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent of the Members of Wailea Associates, LLC as of the date first above written, thereby agreeing that the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Members of the Company held upon due notice.

This Action by Unanimous Written Consent of the Members of Wailea Associates, LLC may be executed in counterparts and by telecopy, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same Action by Unanimous Written Consent of the Members of Wailea Associates., LLC.

MEMBERS:

HOKULANI PARTNERS, LLC,
a Delaware limited liability company

By: 
Name: Michael Rosenfeld
Its: Executive Manager

SG 670501 LLC,
a Washington limited liability company

By: JSG Management, Inc.,
a Washington corporation,
its Manager

By: _____
Ryan Churchill,
Its Vice President

RESOLVED FURTHER, that the Company, acting through Michael Rosenfeld, as its Authorized Signatory, is hereby authorized, directed and empowered, to cause the Company, in its capacity as a member of Honua'ula, to execute and deliver the Honua'ula Resolutions; and it is

RESOLVED FURTHER, that all actions heretofore taken by any Member of the Company or its representative, including without limitation, the Managing Member in connection with or otherwise in contemplation of the transactions contemplated by any of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned have executed this Action by Unanimous Written Consent of the Members of Wailea Associates, LLC as of the date first above written, thereby agreeing that the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Members of the Company held upon due notice.

This Action by Unanimous Written Consent of the Members of Wailea Associates, LLC may be executed in counterparts and by telecopy, each of which shall be deemed an original, but all of which taken together shall constitute but one and the same Action by Unanimous Written Consent of the Members of Wailea Associates., LLC.


MEMBERS:

HOKULANI PARTNERS, LLC,
a Delaware limited liability company

By: _____
Name: Michael Rosenfeld
Its: Executive Manager

SG 670501 LLC,
a Washington limited liability company

By: JSG Management, Inc.,
a Washington corporation,
its Manager

By: 
Ryan Churchill,
Its Vice President

**ACTION BY WRITTEN CONSENT
OF
THE MANAGER OF
D. E. SHAW REAL ESTATE PORTFOLIOS 8, L.L.C.
a Delaware limited liability company**

The undersigned, being the Manager of D. E. SHAW REAL ESTATE PORTFOLIOS 8, L.L.C., a Delaware limited liability company (the "Company"), takes the following actions by this written consent, which is executed as of this 26th day of March, 2018.

WHEREAS, the Company is a member of Honua'ula Partners, LLC, a Delaware limited liability company ("Honua'ula");

WHEREAS, the Honua'ula is the owner of that certain real property subject to Kihei-Makena Project District 9 (Wailea 670) located in the Wailea-Makena region of Maui, Hawaii (the "Property"); and

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

WHEREAS, at the request of the Honua'ula, the Council is considering revising the conditions of zoning for the Property; and

WHEREAS, in connection with revising the conditions of zoning for the Property, the Honua'ula is required to submit a Unilateral Agreement and Declaration for Conditional Zoning pursuant to the provisions of Section 19.510.050, Maui County Code, relating to conditional zoning (the "Unilateral Agreement"); and

WHEREAS, it is deemed to be in the best interest of the Company and its Members to approve Honua'ula entering into the Unilateral Agreement; and

WHEREAS, it has been proposed that the Company, in its capacity as a member of Honua'ula, to execute that certain Action by Unanimous Written Consent of Honua'ula Partners, LLC, dated as of March 26, 2018 ("Honua'ula Resolutions").

RESOLUTIONS

NOW, THEREFORE, BE IT RESOLVED, that the Unilateral Agreement, be, and it hereby is, approved; and it is

RESOLVED FURTHER, that the Company, acting through David R. Hang, as the Authorized Signatory of D. E. SHAW & CO., L.L.C., its Manager, is hereby authorized, directed and empowered, to cause the Company, in its capacity as a member of Honua'ula, to execute and deliver the Honua'ula Resolutions; and it is

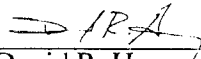
RESOLVED FURTHER, that all actions heretofore taken by the Manager in connection with or otherwise in contemplation of the transactions contemplated by any of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved as the acts and deeds of the Company.

IN WITNESS WHEREOF, the undersigned has executed this Action by Written Consent of the Manager of D. E. Shaw Real Estate Portfolios 8, L.L.C., as of the date first above written, thereby agreeing that the foregoing recitals and resolutions shall be of the same force and effect as if regularly adopted at a meeting of the Manager of the Company held upon due notice.

MANAGER:

D. E. SHAW REAL ESTATE
PORTFOLIOS 8, L.L.C.,
a Delaware limited liability company

By: D. E. Shaw & Co., L.L.C., as Manager

By: 
Name: David R. Hang
Its: Authorized Signatory

**UNANIMOUS CONSENT OF THE MEMBERS
OF
HONUA'ULA PARTNERS, LLC,
A Delaware limited liability company**

The undersigned constituting all of the Members of HONUA'ULA PARTNERS, LLC, a Delaware limited liability company ("Company"), acting without a meeting by this unanimous written consent, do hereby adopt the following recitals and resolutions:

WHEREAS, in accordance with the Limited Liability Company Operating Agreement of the Company dated as of July 23, 2007 (the "LLC Agreement"), between D.E. Shaw Real Estate Portfolios 8, L.L.C., a Delaware limited liability company ("DESCO," a member), and Wailea Associates, LLC, a Delaware limited liability company ("Sponsor" and "Managing Member," and collectively with DESCO, the "Members"), all Major Decisions with respect to the Company's Business require the prior written approval of the Members; and

WHEREAS, the Company is the owner of that certain real property subject to Kihei-Makena Project District 9 (Wailea 670) located in the Wailea-Makena region of Maui, Hawaii (the "Property"); and

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

WHEREAS, at the request of the Company, the Council is considering revising the conditions of zoning for the Property; and

WHEREAS, in connection with revising the conditions of zoning for the Property, the Company is required to submit a Unilateral Agreement and Declaration for Conditional Zoning pursuant to the provisions of Section 19.510.050, Maui County Code, relating to conditional zoning (the "Unilateral Agreement"); and

WHEREAS, the Unilateral Agreement constitutes a Major Decision, as defined in Exhibit B of the LLC Agreement; and

WHEREAS, it is deemed to be in the best interest of the Company and its Members to approve the Unilateral Agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Unilateral Agreement, be, and hereby is, approved, and it is

RESOLVED FURTHER, that the Managing Member, by its Authorized Signatory, Michael Rosenfeld, acting alone, on behalf of the Company, be, and hereby is, authorized, directed and empowered to cause the Company to enter into and to execute and deliver all

documents and to take all actions, in the name of and on behalf of the Company and consummate the transactions and incur the obligations contemplated by the Unilateral Agreement; and it is

RESOLVED FURTHER, that all actions heretofore taken by any Member of the Company, including without limitation, the Managing Member, in connection with or otherwise in contemplation of the transactions contemplated by any of the foregoing resolutions be, and they hereby are, ratified, confirmed and approved as the acts and deeds of the Company; and it is

RESOLVED FURTHER, Without limiting the foregoing, the Managing Member, by its Authorized Signatory, Michael Rosenfeld, acting alone, is directed and empowered, on behalf of the Company and in its name, to execute and acknowledge such other agreements or other instruments or documents, or to do and to cause to be done any and all other acts and things, as in its sole discretion it deems necessary or appropriate in order to carry out and perform the purposes and intent of the foregoing resolution, the taking of such actions or the execution, acknowledgment or delivery of any such instruments or documents to be conclusive evidence of the necessity and appropriateness thereof; and that any and all acts authorized hereunder are, in all respects, ratified, confirmed, approved and adopted as the acts and deeds of the Company.

RESOLVED FURTHER, that the Members of the Company have caused this Unanimous Written Consent to be executed by their respective authorized representatives.

RESOLVED FURTHER, that this Unanimous Written Consent of the Members of the Company may be executed in counterparts, each of which shall be deemed an original but all of which when taken together shall constitute one and the same instrument.

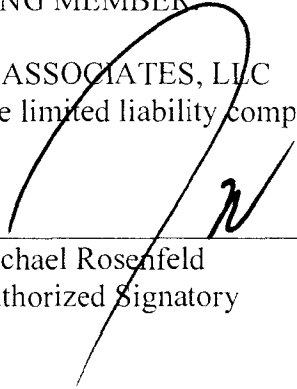
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IN WITNESS WHEREOF, the following Members have executed this Unanimous Written Consent of the Members of the Company as of the 26th day of March, 2018.

MANAGING MEMBER:

WAILEA ASSOCIATES, LLC
a Delaware limited liability company

By:



Michael Rosenfeld
Authorized Signatory

D.E. SHAW REAL ESTATE PORTFOLIOS 8, L.L.C.,
a Delaware limited liability company

By: D.E. Shaw & Co., L.L.C., its Manager

By:

Name: David R. Hang
Its: Authorized Signatory

IN WITNESS WHEREOF, the following Members have executed this Unanimous Written Consent of the Members of the Company as of the 26th day of March, 2018.

MANAGING MEMBER:

WAILEA ASSOCIATES, LLC
a Delaware limited liability company

By: _____
Michael Rosenfeld
Authorized Signatory

D.E. SHAW REAL ESTATE PORTFOLIOS 8, L.L.C.,
a Delaware limited liability company

By: D.E. Shaw & Co., L.L.C., its Manager

By:  _____
Name: David R. Hang
Its: Authorized Signatory