

# REQUEST FOR LEGAL SERVICES

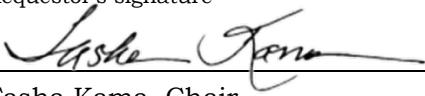
**Date:** August 2, 2024  
**From:** Tasha Kama, Chair  
Housing and Land Use Committee

TRANSMITTAL  
**Memo to:** DEPARTMENT OF THE CORPORATION COUNSEL  
Attention: Michael J. Hopper, Esq.

**Subject:** BILL 67 (2024) AND BILL 68 (2024), COMMUNITY PLAN AMENDMENT AND CHANGE IN ZONING (CONDITIONAL ZONING) FOR QUEEN KA'AHUMANU CENTER (KAHULUI) (HLU-28)

**Background Data:** Please see unilateral agreements (three originals). Also attached are a printout of the GSMS entity's business registration information with the Department of Commerce and Consumer Affairs and documents provided by the applicant's attorney in support of the signatory's authority to sign the unilateral agreements. Please submit your response to [hlu.committee@mauicounty.us](mailto:hlu.committee@mauicounty.us) with a reference to HLU-28. Should you have any questions concerning these documents or the signatory's authority, please contact attorney John Rapacz directly.

**Work Requested:**  FOR APPROVAL AS TO FORM AND LEGALITY  
 OTHER:

Requestor's signature  Tasha Kama, Chair	Contact Person <u>Carla Nakata</u> (Telephone Extension: 5519)
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ROUTINE (WITHIN 15 WORKING DAYS)       RUSH (WITHIN 5 WORKING DAYS)  
 PRIORITY (WITHIN 10 WORKING DAYS)       URGENT (WITHIN 3 WORKING DAYS)

SPECIFY DUE DATE (IF IMPOSED BY SPECIFIC CIRCUMSTANCES): August 5, 2024, if feasible  
REASON: For posting on August 6 for the August 13 Council meeting.

## FOR CORPORATION COUNSEL'S RESPONSE

ASSIGNED TO:	ASSIGNMENT NO.	BY:
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TO REQUESTOR:  APPROVED  DISAPPROVED  OTHER (SEE COMMENTS BELOW)  
 RETURNING--PLEASE EXPAND AND PROVIDE DETAILS REGARDING ITEMS AS NOTED

COMMENTS (NOTE - THIS SECTION NOT TO BE USED FOR LEGAL ADVICE): \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

DEPARTMENT OF THE CORPORATION COUNSEL

Date \_\_\_\_\_

By \_\_\_\_\_

BREG DCCA

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## GSMS 2014-GC26 WEST KAAHUMANU AVENUE, LLC

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Foreign Limited Liability Company (llc)

Begins with...



Search

All Company Info

Forms

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### General Info

You can purchase a *Certificate of Good Standing* for this business.

 Digital (PDF) for \$7.50

 Printed for \$7.50

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 Download company info as PDF (/documents/business.pdf?fileNumber=267004C6)

 Receive Reminders / Alerts (/documents/notifyLogin?fileNumber=267004C6)

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**MASTER NAME**

GSMS 2014-GC26 WEST KAAHUMANU AVENUE, LLC

**BUSINESS TYPE**

Foreign Limited Liability Company (LLC)

**FILE NUMBER**

267004 C6

**STATUS**

Active

**PURPOSE**

OWNERSHIP OF REAL PROPERTY INTEREST

**ORGANIZED IN**

Delaware UNITED STATES

**REGISTRATION DATE**

Dec 3, 2021

**MAILING ADDRESS**

2340 COLLINS AVENUE, SUITE 700

MIAMI BEACH, Florida 33139

UNITED STATES

**TERM**

AT-WILL

**MANAGED BY**

MEMBER(S)

**AGENT NAME**

C T CORPORATION SYSTEM

**AGENT ADDRESS**

900 FORT STREET MALL, SUITE 1680  
 HONOLULU, Hawaii 96813  
 UNITED STATES

## Annual Filings

Filing Year	Date Received	Status
2023	Dec 19, 2023	Processed
2022	Oct 10, 2022	Processed

## Member/MGR

Name	Office [More info]	Date
U.S. BANK NATIONAL ASSOCIATION, AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014- GC26	MEM	Dec 3, 2021

## Other Filings

Date	Description	Remarks
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Date	Description	Remarks
Dec 3, 2021	Application For Certificate of Authority For FLLC	Application For Certificate of Authority For FLLC

**Note:** Transactions may be available for purchase. Please see the **Buy Available Docs** tab for additional information.

**BREG DCCA | Contact us** [↗ \(http://cca.hawaii.gov/breg/contact/\)](http://cca.hawaii.gov/breg/contact/)

King Kalakaua Building  
335 Merchant St Rm 201  
Honolulu, Hawaii 96813

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**AMENDED AND RESTATED  
LIMITED LIABILITY COMPANY AGREEMENT**

**OF**

**GSMS 2014-GC26 WEST KAAHUMANU AVENUE, LLC**

THIS AMENDED AND RESTATED LIMITED LIABILITY COMPANY AGREEMENT (this “**Agreement**”) of GSMS 2014-GC26 West Kaahumanu Avenue, LLC (the “**Company**”) is entered into by U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN-INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-GC26 (the “**Trust**”), as the sole member and the sole manager of the Company (the “**Member**” or the “**Trustee**”). The Member has directed the formation of a limited liability company pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”), and hereby agrees as follows:

WHEREAS, the Company was formed pursuant to and in accordance with the Delaware Limited Liability Company Act, as amended from time to time (the “**Act**”), by and pursuant to the Certificate of Formation of the Company (the “**Certificate**”) filed with the Secretary of State of the State of Delaware (the “**Secretary of State**”) on November 23, 2021;

WHEREAS, U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN-INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-GC26, as the sole member, entered into that certain Limited Liability Company Agreement of the Company, effective as of November 23, 2021 (“**Original Limited Liability Company Agreement**”);

WHEREAS, pursuant to an Assignment and Assumption Agreement dated January 28, 2022, U.S. Bank, National Association (“**Assignor**”) agreed to transfer to U.S. Bank Trust Company, National Association (“**Assignee**”) and Assignee agreed to receive and accept, all or substantially all of the Corporate Trust Business of Assignor whereby Assignor would be replaced by Assignee as trustee of certain CMBS trusts and to replace Assignor as the member of the Company;

WHEREAS, Member desires to enter into this Agreement to amend, restate and supersede in its entirety the Original Limited Liability Company Agreement, and state the rights and obligations of Assignee as the Member and Company.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements of the parties herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Member and Company, intending to be legally bound, agree that the Original Limited Liability Company Agreement is amended and restated as follows:

1. Formation. The Company shall be organized under and pursuant to the provisions of the Act. The Member filed (or caused to be filed) the Certificate of Formation of the Company (the “**Certificate**”) with the Secretary of State of the State of Delaware (the “**Secretary of State**”) on November 23, 2021. The Member hereby ratifies the formation of the Company under the provisions of the Act pursuant to the filing of the Certificate with the Secretary of State and confirms its admission to the Company as the initial Member. The Member shall execute, deliver and file any other applications (and any amendments and/or restatements thereof) necessary for the Company to qualify to transact business in any further jurisdiction in which the Company may wish to conduct business.

2. Name. The name of the Company is GSMS 2014-GC26 West Kaahumanu Avenue, LLC.

3. Purpose and Powers of the Company. Except as restricted by this Agreement, the Company is organized for any legal and lawful purpose for which a limited liability company may be organized pursuant to the Act; provided, however, the Company shall not engage in any activity in which the Trust (as defined in the Pooling and Servicing Agreement, as hereinafter defined) would be prohibited from engaging under the terms of that certain Pooling and Servicing Agreement dated and effective as of December 1, 2014, among GS Mortgage Securities Corporation II, Depositor, Wells Fargo Bank, National Association, Master Servicer, LNR Partners, LLC, General Special Servicer, CWCapital Asset Management LLC, Cypresswood Court Shopping Center Special Servicer, Pentalpha Surveillance LLC, Operating Advisor, U.S. Bank National Association, Certificate Administrator and U.S. Bank National Association, Trustee (as modified, the “**Pooling and Servicing Agreement**”). Without restricting the generality of the foregoing, the Company's primary business purpose, unless and until changed by the Member, is to acquire, own, hold, develop, manage, lease, service, modify, collect, enforce, foreclose, structure workouts, sell and/or otherwise deal with mortgage loans from the Trust secured by mortgages or deeds of trust encumbering real property and real property acquired through foreclosure, deeds in lieu of foreclosure or otherwise with respect to such loans. It is anticipated that the Company shall, among other things, own, manage, develop, improve, operate, lease, and sell or otherwise dispose of real property (the “**Project**”), to be acquired by the Company through the foreclosure of, or deed in lieu thereof or otherwise through the assignment of a foreclosure judgment, bid or other right to title or other contribution by the Member, or to act as the attorney-in-fact of borrower in connection with the day-to-day development, operation, management and disposition of the Project.

4. Registered Office. The address of the initial registered office of the Company in the State of Delaware is c/o Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

5. Registered Agent. The name and address of the registered agent of the Company for service of process on the Company in the State of Delaware are The Corporation Trust Company at Corporation Trust Center, 1209 Orange Street, Wilmington, Delaware 19801.

6. Member. The name and business address of the Member are as follows:

<u>Name</u>	<u>Address</u>
U.S. BANK TRUST COMPANY,	c/o LNR Partners, LLC

NATIONAL ASSOCIATION (AS  
SUCCESSOR-IN-INTEREST TO U.S.  
BANK NATIONAL ASSOCIATION), AS  
TRUSTEE, FOR THE BENEFIT OF THE  
HOLDERS OF GS MORTGAGE  
SECURITIES CORPORATION II,  
COMMERCIAL MORTGAGE PASS-  
THROUGH CERTIFICATES, SERIES  
2014-GC26

2340 Collins Avenue, Suite 700  
Miami Beach, Florida 33139

7. Management of the Company. Subject to the limitations set forth herein, the business and affairs of the Company shall be managed by the Member, and all actions taken by the Member in connection therewith shall bind the Company. The Member shall have full and complete authority, power, discretion and rights that may be possessed by a manager under the Act to manage and control the business, affairs and properties of the Company, to make all decisions regarding those matters and to perform any and all other acts or activities customary or incident to the management of the Company's business, all upon such terms and conditions as shall be approved in the Member's sole discretion, including, without limitation, on the Company's behalf in connection with the acquisition, ownership, servicing, modification, enforcement, collection, foreclosure, workout, leasing, management and/or sale or other disposition of any mortgage loan or real property acquired by the Company from the Trust, and the Project, or any portion thereof; provided, however, the Member shall not without the written approval of the Member, or such other party having the power and authority to so approve under the terms of the Pooling and Servicing Agreement, engage in any activity in which the Trust, the Trustee, or Special Servicer (as defined in the Pooling and Servicing Agreement), respectively, thereof, would be prohibited from engaging under the terms of the Pooling and Servicing Agreement.

The Company hereby constitutes and appoints LNR Partners, LLC, a Florida limited liability company, as its true and lawful attorney-in-fact, (the "**Attorney-In Fact**"), and in its name, place and stead and for its use and benefit, to execute, endorse, deliver and acknowledge all documents, and to take all such further actions, with respect to any decision, matter or action requiring the Company's consent under the Act, including, without limitation, the sale of all or substantially all of the Company's assets, the amendment of the Certificate and the dissolution of the Company, and hereby grants unto the Attorney-In Fact as the Company's attorney-in-fact full power and authority to execute and deliver to the Secretary of State or to any other person or entity all such certificates, instruments or other documentation as may be required to effectuate such actions as if the Company were personally present, hereby ratifying and confirming all that the Attorney-In Fact as the Company's attorney-in-fact shall lawfully do or cause to be done by authority hereof.

8. Dissolution, Liquidation.

(a) The Company shall be dissolved, and its affairs shall be wound up, solely upon the first to occur of the following, unless the Member elects to continue the Company to the extent permitted under the Act:

(i) At the time specified in a written consent of the Member;



(ii) At any time there is no remaining member of the Company;

(iii) At the time of the sale or other disposition of all of the property and assets of the Company for cash or the payment in full of any promissory note or any other payment of purchase price in connection with a sale or disposition of all of the property and assets of the Company and a determination in the Member's sole discretion that the Company should not engage in any further business; or

(iv) At the time specified in a decree of judicial dissolution or winding up under the Act.

(b) To the fullest extent permitted by law, the foregoing constitute the only events upon which the Company shall be dissolved and its affairs wound up.

(c) Upon the dissolution of the Company, the Member, or its successors or assigns, shall conduct the winding up of the affairs of the Company. The winding up of the Company shall be complete when all debts, liabilities, and obligations of the Company have been paid and discharged or reasonably adequate provision therefor has been made in accordance with the Act.

(d) The existence of the Company shall continue until the filing of a certificate of cancellation as provided in the Act.

9. Capital Contributions. The Member contributed the following amount, in cash, to the Company as a capital contribution in exchange for the membership interests in the Company in the percentage set forth below:

<u>Name</u>	<u>Capital Contribution</u>	<u>Membership Interest Percentage</u>
U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN-INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS- THROUGH CERTIFICATES, SERIES 2014-GC26	\$100.00	100%

10. Additional Contributions. The Member may, but shall not be required to, make any additional capital contribution to the Company. The obligation of the Member to make a capital contribution is not intended to, and shall not be for the benefit of, enforceable by or provide any rights whatsoever to any person or entity, other than the Company. No other person or entity shall have any right whatsoever, directly or indirectly, through a relationship as a creditor or otherwise with the Member or the Company, to require capital contributions by the Member.

11. Distributions. Distributions shall be made to the Member at the times and in the aggregate amounts determined by the Member. Such distributions shall be made in accordance with, and no distribution shall be made if such distribution would violate, the Act.

12. Assignments. The Member may assign or otherwise transfer or pledge in whole or in part its limited liability company interest.

13. Resignation. The Member may resign from the Company to the extent permitted under the Act.

14. Admission of Additional Members. Additional members of the Company may be admitted to the Company at the discretion of, and upon such terms and conditions as shall be approved by, the Member.

15. Liability, Indemnification and Exculpation.

(a) Liability. Except as otherwise provided by the Act, the debts, obligations and liabilities of the Company, whether arising in contract, tort or otherwise, shall be solely the debts, obligations and liabilities of the Company, and no member or manager of the Company, including, without limitation, the Member or any affiliate, officer, director, shareholder, certificateholder or partner, thereof or any other member of the Company (each, a “**Covered Person**” and collectively, the “**Covered Persons**”), shall be obligated personally for any such debt, obligation or liability of the Company solely by reason of being a Covered Person.

(b) Exculpation.

(i) No Covered Person shall be liable to the Company or any other Covered Person for any loss, damage or claim incurred by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that a Covered Person shall be liable for any such loss, damage or claim incurred by reason of such Covered Person's gross negligence, willful misconduct or fraud.

(ii) A Covered Person shall be fully protected in relying in good faith upon the records of the Company and upon such information, opinions, reports or statements presented to the Company by any person as to matters the Covered Person reasonably believes are within such other person's professional or expert competence and who has been selected with reasonable care by or on behalf of the Company, including information, opinions, reports or statements as to the value and amount of the assets, liabilities, profits, losses or any other facts pertinent to the existence and amount of assets from which distributions to the Member might properly be paid.

(c) Fiduciary Duty.

(i) To the extent that, at law or in equity, a Covered Person has duties (including fiduciary duties) and liabilities relating thereto to the Company or to any other Covered Person, a Covered Person acting under this Agreement shall not be liable to the Company or to any other Covered Person for its good faith reliance on the provisions of this Agreement. The provisions of this Agreement, to the extent that they restrict the duties and liabilities of a Covered Person otherwise existing at law or in equity, are agreed by the parties hereto to replace such other duties and liabilities of such Covered Person.

(ii) Unless otherwise expressly provided herein, (A) whenever a conflict of interest exists or arises between Covered Persons, or (B) whenever this Agreement or any other agreement contemplated herein or therein provides that a Covered Person shall act in a manner that is, or provides terms that are, fair and reasonable to the Company or the Member, the Covered Person shall resolve such conflict of interest, taking such action or providing such terms, considering in each case the relative interest of each party (including its own interest) to such conflict, agreement, transaction or situation and the benefits and burdens relating to such interests, any customary or accepted industry practices, and any applicable generally accepted accounting practices or principles. In the absence of bad faith by the Covered Person, the resolution, action or term so made, taken or provided by the Covered Person shall not constitute a breach of this Agreement or any other agreement contemplated herein or of any duty or obligation of the Covered Person at law or in equity or otherwise.

(iii) Whenever in this Agreement a Covered Person is permitted or required to make a decision in (A) its "discretion" or under a grant of similar authority or latitude, the Covered Person shall be entitled to consider such interests and factors as it desires, including its own interests, and shall have no duty or obligation to give any consideration to any interest of or factors affecting the Company or any other person, or (B) in its "good faith" or under another express standard, the Covered Person shall act under such express standard and shall not be subject to any other or different standard imposed by this Agreement or other applicable law.

(d) Indemnification. To the fullest extent permitted by applicable law, a Covered Person shall, and with respect to employees, representatives or agents, may, be entitled to indemnification from the Company for any loss, damage or claim incurred by such Covered Person by reason of any act or omission performed or omitted by such Covered Person in good faith on behalf of the Company and in a manner reasonably believed to be within the scope of authority conferred on such Covered Person by this Agreement, except that no Covered Person shall be entitled to be indemnified in respect of any loss, damage or claim incurred by such Covered Person by reason of gross negligence, willful misconduct or fraud with respect to such acts or omissions; provided, however, that any indemnity under this Section 15 shall be provided out of and to the extent of Company assets only, and no Covered Person shall have any personal liability on account thereof.

(e) Expenses. To the fullest extent permitted by applicable law, expenses (including legal fees) incurred by a Covered Person in defending any claim, demand, action, suit or proceeding shall, and with respect to employees, representatives or agents, may, from time to time, be advanced by the Company prior to the final disposition of such claim, demand, action, suit or proceeding upon receipt by the Company of an undertaking by or on behalf of the

Covered Person to repay such amount if it shall be determined that the Covered Person is not entitled to be indemnified as authorized in this Section 15.

(f) Indemnification under Pooling and Servicing Agreement. The Member hereby acknowledges and agrees that any indemnification provisions under the Pooling and Servicing Agreement shall remain in full force and effect with respect to the Project or any other Mortgage Loan or REO Mortgage Loan (as such terms are defined in the Pooling and Servicing Agreement) acquired by the Company in accordance with the terms of the Pooling and Servicing Agreement notwithstanding the fact that the Project or such Mortgage Loan or REO Mortgage Loan is held in the name of the Company. Specifically, the Member agrees that any indemnification provisions relating to the Trustee under the Pooling and Servicing Agreement shall continue in full force and effect with respect to the Member and any indemnification provisions relating to the Special Servicer under the Pooling and Servicing Agreement shall continue in full force and effect with respect to the Member and/or Special Servicer.

16. Outside Businesses.

(a) The Member and Trustee hereby acknowledge and agree that (i) the Company is a limited purpose entity, the sole business of which (as more particularly described in Section 3) is the acquisition, ownership, servicing, modification, enforcement, collection, foreclosure, workout, leasing, development, management and/or sale or other disposition of mortgage loans acquired solely from the Trust and any real property acquired through the foreclosure, deed in lieu of foreclosure or otherwise, including the Project, subject to the terms, conditions and limitations of the Pooling and Servicing Agreement; (ii) the Member is the trustee of a trust for mortgage pass-through certificates with multiple classes treated as a real estate mortgage investment conduit for federal income tax purposes, and the scope of its business activities is limited by the Pooling and Servicing Agreement and by law; (iii) each of the Member, Trustee and their respective affiliates are involved and will be involved, as an active participant, certificateholder, trustee, custodian, manager, servicer and/or investor, in numerous trust funds for mortgage pass-through certificates other than the Trust, and mortgage loan, servicing and real estate ventures and businesses similar to the business of the Company, either in its own right or in connection with its obligations under any trust, pooling, servicing, subservicing, custodial and/or similar agreement whether now or hereafter existing (collectively, the “**Industry Agreements**”), which (1) the Member and Trustee do not believe to be unreasonably competitive with the Company's business, and (2) to the extent, if any, that any of the same could in any manner be deemed competitive, the Member and Trustee hereby expressly approve all such actions, ventures and businesses now or hereafter taken or entered into by the Member, Trustee and/or their respective affiliates; (iv) the acquisition, ownership, development, management, operation, leasing and/or sale of residential, commercial and/or other real estate by any of the Member, Trustee or any of their respective affiliates in its own right and not in connection with any of its obligations under any Industry Agreement in any geographic location outside of one (1) mile from the perimeter of the Project or any other real property held by the Company (the “**Range of Competition**”) is not competitive with the Company's business; and (v) the acquisition, ownership, development, management, operation, leasing and/or sale of residential, commercial and/or other real estate in any geographic location inside or outside of the Range of Competition by the Member or Trustee in its capacity as a trustee or any of their respective affiliates pursuant to any of the Member's, Trustee's or any such affiliate's obligations under any Industry Agreement (each, an “**Obligated Project**”) is not competitive with the Company's

business. None of the Company, Trustee, the Member or any of their respective affiliates shall have any right, by virtue of this Agreement or any Industry Agreement or the relationship created hereby or thereby, in or to any other ventures or activities outside of the Range of Competition or any Obligated Project in which any of the Member, Trustee or any affiliate of any of them is involved or becomes involved or to the income or proceeds derived therefrom; and the Member, Trustee and their respective affiliates may pursue such other ventures and activities even if such ventures and activities could be deemed in any manner to be competitive with the business of the Company.

(b) Each of the Member, Trustee and certain of their affiliates are highly experienced and sophisticated in the field of real estate. Each of the Member and Trustee acknowledges that it is familiar with the business of the other and its affiliates and does not believe them to be unreasonable or competitive with the Project or any other real property that may be acquired by the Company in accordance with the terms of the Pooling and Servicing Agreement, or, to the extent it is in any manner competitive, expressly waives and consents thereto, and desires to enter into this Agreement notwithstanding the business of the other party and its affiliates. Each of the Member and Trustee hereby agree that the above-described current and/or future involvement of the aforementioned persons in any real estate project outside of the Range of Competition or Obligated Project shall not be deemed to cause any of the Member or Trustee to be competing with the Company or to otherwise violate any of its respective duties to the Company or to each other, whether fiduciary or otherwise and whether statutory and/or arising from common law. The Member and Trustee each hereby acknowledges and agrees that it is its express desire and intent that any court, arbitration panel or other resolution procedural body considering the reasonableness of their foregoing declaration as to no breach of any duty in connection with the foregoing ventures shall not find such declaration to be deemed manifestly unreasonable or otherwise unenforceable. The provisions of this Section 16 are a material inducement for the Member to enter into this Agreement.

(c) The Project and any other real property acquired by the Company are limited to that permissible under the terms of the Pooling and Servicing Agreement and the Company's purpose does not include the acquisition of any other property outside of the scope and terms of the Pooling and Servicing Agreement. Accordingly, none of the Member or Trustee, or any of their respective affiliates, shall be obligated to present any particular investment opportunity with respect to any geographic location to the Company or each other that the Member and/or the Trust would be prohibited from undertaking under the terms of the Pooling and Servicing Agreement or that the Company would be prohibited from undertaking under the terms of this Agreement, and each of the Member and Trustee (as the case may be) and each of their respective affiliates shall have the right to take for its own account, or to recommend to others, any such particular opportunity.

(d) In no event shall this Agreement be held or construed to imply the existence of a partnership between any of the Member or Trustee with regard to any matters, trades, businesses or enterprises or joint ventures, and none of the Member or Trustee shall have any power or authority under this Agreement to act as the partner, agent or representative of the other with regard to any matters beyond the scope of this Agreement, the Pooling and Servicing Agreement and the Company.

(e) The execution and delivery of this Agreement by Trustee in its capacity as the trustee of the Trust and on behalf of the Member shall constitute its acknowledgment, consent and agreement to all of the provisions of this Section 16.

17. Notice. Any notice or demand required or permitted to be given or made to or upon any party hereto shall be deemed to have been duly given or made for all purposes if (i) in writing and delivered by hand or overnight express courier service against receipt, or sent by certified or registered mail, postage prepaid, return receipt requested, or (ii) sent by telegram, telecopy or telex, and followed by a copy delivered or sent in the manner provided in clause (i) above, to such party at the address set forth in Section 6 hereof, or at such other address as any party hereto may at any time, or from time to time, direct by notice given to the other party in accordance with this Section 17. The date of giving or making of any such notice or demand shall be the earlier of the date of actual receipt, or five (5) business days after such notice or demand is sent, or, if sent in accordance with clause (ii) of this Section 17, the business day next following the day such notice or demand is actually transmitted. For the purposes of this Section 17, the address of each of the Member is set forth under Section 6 of this Agreement, and the address of the Company shall be that of the Member.

18. Expenses. Subject to the limitations set forth in this Agreement, the Member will be reimbursed their reasonable costs of managing and/or participating in the management of the Company, including legal, travel, telephone, hotel, meals and related expenses. The Member agrees to the extent possible to identify such expected expenses for each fiscal year of the Company and to include them in the Company's proposed budget for such year.

19. Fiscal Year. The Company's accounting period shall terminate on December 31 of each calendar year unless otherwise established by a written consent of the Member.

20. Amendment. This Agreement may only be amended or modified by written consent of the Member.

21. Governing Law. This Agreement shall be governed by, and construed under, the laws of the State of Delaware, without giving effect to the principles of conflicts of laws thereof, all rights and remedies being governed by said law.

22. Cumulative Remedies. The rights and remedies provided by this Agreement are cumulative and the use of any one right or remedy by any party shall not preclude or waive its right to use any and all other remedies. Said rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

23. Binding Effect. This Agreement shall be binding upon and inure to the benefit of all of the parties and, to the extent permitted by this Agreement, their successors, legal representatives and assigns.

24. Severability. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof, and this Agreement shall be construed in all respects as if such invalid or unenforceable provision were omitted.

25. No Rights of Creditors or Third Parties under this Agreement. This Agreement is entered into among the Company and the Member for the exclusive benefit of the Company, its Member

and their successors and assignees. This Agreement is expressly not intended for the benefit of any creditor of the Company or any other third party. Except and only to the extent provided by applicable statute, no such creditor or any third party shall have any rights under this Agreement or any agreement between the Company and the Member with respect to any capital contribution or otherwise.

26. Headings. The headings, titles, and subtitles herein are inserted for convenience of reference only and shall not control or affect the meaning or construction of any of the provisions of this Agreement.

27. Counterparts. This Agreement may be executed in several counterparts and all so executed shall constitute one agreement binding on all of the parties, notwithstanding that all of the parties are not signatory to the original or the same counterpart. In addition, any counterpart signature page may be executed and delivered by facsimile or portable document format (“PDF”) and any such faxed or PDF signature pages may be attached to one or more counterparts of this Agreement, and such faxed or PDF signature(s) shall have the same force and effect as if original signatures had been executed and delivered in person.

*(Signature Page Follows)*

IN WITNESS WHEREOF, the undersigned have duly executed this Agreement effective as of this 2<sup>nd</sup> day of July, 2024.

**MEMBER:**

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN-INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-GC26

By: LNR PARTNERS, LLC, a Florida limited liability company, its Attorney-in-Fact under that certain Limited Power of Attorney dated March 22, 2023

By:   
Tausha Wagner, Assistant Secretary



RECORDING REQUESTED BY:  
LNR Partners, LLC  
2340 Collins Avenue  
Suite 700  
Miami Beach, FL 33139  
Attention: Leticia Alvarez  
Email: lalvarez@starwood.com

---

SPACE ABOVE THIS LINE FOR RECORDER'S USE

### LIMITED POWER OF ATTORNEY

**The trusts identified on the attached Schedule A (the "Trusts"), by and through U.S. Bank Trust Company, National Association, a national banking association organized and existing under the laws of the United States and having an office at 60 Livingston Avenue, EP-MN-WS3D, St. Paul, MN 55107, not in its individual capacity but solely as Trustee ("Trustee"), hereby constitutes and appoints LNR Partners, LLC, a Florida limited liability company ("Special Servicer"), and in its name, aforesaid Attorney-In-Fact, by and through any officer appointed by the Board of Directors of Special Servicer, to execute and acknowledge in writing or by facsimile stamp all documents customarily and reasonably necessary and appropriate for the tasks described in the items (1) through (13) below; provided however, that (a) Special Servicer represents and warrants that all actions taken pursuant to this Limited Power of Attorney are consistent with its duties and obligations as a Special Servicer for the applicable Trust, (b) all actions taken by Special Servicer pursuant to this Limited Power of Attorney must be in accordance with Federal, State and local laws and procedures, as applicable and (c) no power is granted hereunder to take any action that would be either adverse to the interests of or be in the individual name or capacity of U.S. Bank Trust Company, National Association. This Limited Power of Attorney is being issued in connection with Special Servicer's responsibilities to service certain mortgage loans (the "Loans") or real estate held by the Trustee. These Loans are secured by collateral comprised of mortgages, deeds of trust, deeds to secure debt and other forms of security instruments (collectively the "Security Instruments") encumbering any and all real and personal property delineated therein (the "Property") and the Notes secured thereby.**

1. Demand, sue for, recover, collect and receive each and every sum of money, debt, account and interest (which now is, or hereafter shall become due and payable) belonging to or claimed by the Trustee, and to use or take any lawful means for recovery by legal process or otherwise, including but not limited to the substitution of trustee serving under a Deed of Trust, the preparation and issuance of statements of breach, notices of default, and/or notices of sale, accepting deeds in lieu of foreclosure, foreclosing on the properties under the Security Instruments by judicial or non-judicial foreclosure, conducting eviction proceedings (to the extent allowed by federal, state or local laws), filing actions for temporary restraining orders, injunctions, appointments of receiver, title claims and suit against title insurers, suits for waste, proofs of claim, fraud and any and all other tort, contractual or verifications in support

thereof, as may be necessary or advisable in any bankruptcy action, state or federal suit or any other action.

2. Execute and/or file such documents and take such other action as is proper and necessary to defend the Trust and/or the Trustee in litigation and to resolve any litigation where the Special Servicer has an obligation to defend the Trusts and/or the Trustee, including but not limited to dismissal, termination, cancellation, rescission and settlement.
3. Transact business of any kind regarding the Loans or Properties as the Trustee's act and deed, to contract for, purchase, receive and take possession and evidence of title in and to the Properties and/or to secure payment of a promissory note or performance of any obligation or agreement relating thereto.
4. Execute, complete, indorse or file bonds, notes, mortgages, deeds of trust and other contracts, agreements and instruments regarding the borrowers and/or the Property, including but not limited to the execution of estoppel certificates, financing statements, continuation statements, releases, satisfactions, reconveyances, assignments, loan modification agreements, payment plans, waivers, consents, amendments, forbearance agreements, loan assumption agreements, subordination agreements, property adjustment agreements, management agreements, listing agreements, purchase and sale agreements, short sale transactions and other instruments pertaining to mortgages or deeds of trust, and execution of deeds and associated instruments, if any, conveying the Property, in the interest of the Trustee.
5. Indorse on behalf of the undersigned all checks, drafts and/or other negotiable instruments made payable to the undersigned.
6. Execute any document or perform any act in connection with the administration of any PMI policy or LPMI policy, hazard or other insurance claim relative to the Loans or related Property.
7. Execute any document or perform any act described in items (3), (4), and (5) in connection with the termination of any Trust as necessary to transfer ownership of the affected Loans or Properties to the entity (or its designee or assignee) possessing the right to obtain ownership of the Loans or Properties.
8. Subordinate the lien of a mortgage, deed of trust, or deed or other security instrument to secure debt (i) for the purpose of refinancing Loans, where applicable, or (ii) to an easement in favor of a public utility company or a government agency or unit with powers of eminent domain, including but not limited to the execution of partial satisfactions and releases and partial reconveyances reasonably required for such purpose, and the execution or requests to the trustees to accomplish the same.
9. Convey the Property to the mortgage insurer, or close the title to the Property to be acquired as real estate owned, or convey title to real estate owned property to a third party ("REO Property").

10. Execute and deliver any documentation with respect to the sale, maintenance, preservation, renovation, repair, demolition or other disposition, of REO Property acquired through a foreclosure or deed-in-lieu of foreclosure, including, without limitation: permits, remediation plans or agreements, certifications, compliance certificates, health and safety certifications, listing agreements; purchase and sale agreements; grant / limited or special warranty / quit claim deeds or any other deed, but not general warranty deeds, causing the transfer of title of the property to a party contracted to purchase same; escrow instructions; and any and all documents necessary to effect the transfer of REO Property.
11. Special Servicer has the power to execute additional limited powers of attorney and delegate the authority given to it by U.S. Bank Trust Company, National Association, as Trustee, under the applicable servicing agreements for the Trusts listed on Schedule A, attached.
12. To do any other act or complete any other document deemed necessary or appropriate to service and administer the Loans in accordance with, and subject to the terms and requirements of the Trusts' related servicing agreement.
13. To execute, record, file and/or deliver any and all documents of any kind for the purpose of fulfilling any servicing duties, including but not limited to those listed in subparagraphs (1) through (12), above, where Trustee's interest is designated, stated, characterized as or includes any reference to one or more of the following: "Indenture Trustee", "Owner Trustee", "Delaware Trustee", "Successor Trustee", "Successor in Interest", "Successor to" "Successor by Merger", "Trustee/Custodian", "Custodian/Trustee" or other similar designation.

The Trustee also grants unto Special Servicer the full power and authority to correct minor ambiguities and errors in documents necessary to effect or undertake any of the items or powers set forth in items (1) to (13), above.

In addition to the indemnification provisions set forth in the applicable servicing agreements for the Trusts listed on Schedule A, attached, Special Servicer hereby agrees to indemnify and hold the Trustee, and its directors, officers, employees and agents harmless from and against any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever incurred by reason or result of the misuse of this Limited Power of Attorney by the Special Servicer. The foregoing indemnity shall survive the termination of this Limited Power of Attorney and the related servicing agreements or the earlier resignation or removal of the Trustee for the Trusts listed on Schedule A.


**SIGNATURE PAGE FOLLOWS**

Witness my hand and seal this 9th day of November, 2023.

**NO CORPORATE SEAL**

On Behalf of the Trusts, by U.S. Bank Trust Company, National Association, as Trustee

  
\_\_\_\_\_  
Witness: Staci Carey

By:   
\_\_\_\_\_  
Name: Michael G. Patiuk  
Title: Vice President

  
\_\_\_\_\_  
Witness: Eneida Murillo

**CORPORATE ACKNOWLEDGEMENT**

STATE OF MINNESOTA

COUNTY OF RAMSEY

On this 9th day of November, 2023, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael G. Patiuk, personally known to me ~~(or proved to me on the basis of satisfactory evidence)~~ to be the person who executed the within instrument as Vice President of U.S. Bank Trust Company, National Association, a national banking association, and acknowledged to me that such national banking association executed the within instrument pursuant to its by-laws or a resolution of its Board of Directors.

WITNESS my hand and official seal.

Signature:   
Notary Public: Patricia A. Benson



My commission expires: 1/31/2027

## SCHEDULE A

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF CFCRE COMMERCIAL MORTGAGE TRUST 2011-C2 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2011-C2

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012- GC8

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-GC15

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF COMM 2012-CCRE1 COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COMM 2013-CCRE12 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COMM 2013-CCRE13 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, IN TRUST FOR THE HOLDERS OF COMM 2013-CCRE9 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF COMM 2014-CCRE14 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COMM 2014-UBS3 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-GC10

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2013-GC13

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), NOT IN ITS INDIVIDUAL CAPACITY BUT SOLELY AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-GC26

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-GC30

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF RBS COMMERCIAL FUNDING INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C9

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF RBS COMMERCIAL FUNDING INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-C13

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, 2005-PWR8

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF BEAR STEARNS COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-PWR17

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF COUNTRYWIDE COMMERCIAL MORTGAGE TRUST 2007-MF1, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-MF1

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF CD 2007-CD5 COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-GC17

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, ON BEHALF OF THE REGISTERED HOLDERS OF CITIGROUP COMMERCIAL MORTGAGE SECURITIES INC., COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2013-GCJ11

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COMM 2013-CCRE10 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, IN TRUST FOR THE HOLDERS OF COMM 2013-CCRE8 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS- THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF COMM 2014-UBS2 MORTGAGE TRUST COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE BANC ONE/FCCC COMMERCIAL MORTGAGE LOAN TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2000-C1

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE REGISTERED HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2015-GC34

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), SOLELY IN ITS CAPACITY AS TRUSTEE FOR THE BENEFIT OF THE HOLDERS OF THE GS MORTGAGE SECURITIES CORPORATION TRUST 2018-LUAU, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2018-LUAU

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF ML-CFC COMMERCIAL MORTGAGE TRUST 2007-7, COMMERCIAL MORTGAGE PASS THROUGH CERTIFICATES, SERIES 2007-7

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF ML-CFC COMMERCIAL MORTGAGE TRUST 2007-8, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-8

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF ML-CFC COMMERCIAL MORTGAGE TRUST 2007-9, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2007-9

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR MORGAN STANLEY CAPITAL I INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-HQ8

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2005-C21

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-C24

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF WACHOVIA BANK COMMERCIAL MORTGAGE TRUST, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2006-C29

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF RBS COMMERCIAL FUNDING INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2012-C9

U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE FOR THE REGISTERED HOLDERS OF RBS COMMERCIAL FUNDING INC., COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2013-C13

LAND COURT SYSTEM

REGULAR SYSTEM

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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: 27

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

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Affects Tax Map Key (Maui) TMK(2) 3-7-002:020, TMK(2) 3-7-002:021, TMK(2) 3-7-002:023, TMK(2) 3-7-002:025, and TMK(2) 3-7-002:027

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

THIS INDENTURE, referred to as "**Declaration**" or "**Unilateral Agreement**," is made this, 30<sup>th</sup> day of July, 2024, by the following "Declarant," who is the owner of real property located at 275 West Kaahumanu Avenue, Kahului, Hawaii, referred to as "**the Property**," comprised of 33.8 acres, and identified for real property tax purposes as Tax Map Keys: (2) 3-7-002:020, 021, 023, 025, and 027.

The Declarant is GSMS 2014-GC26 WEST KAAHUMANU AVENUE, LLC, a Delaware limited liability company, whose principal address is 2340 Collins Ave., Suite 700, Miami Beach, FL 33139, and whose authorized contact person is Vice President, who is currently James Hardacre, and any of their successors.

WITNESSETH:

WHEREAS, the Council is considering the establishment of zoning for the Property, described as follows: TMK (2) 3-7-002:020 described in Exhibit "1" and more particularly identified in Exhibit "2", Land Zoning Map No. L-112; TMK (2) 3-7-002:023 described in Exhibit "3" and more particularly identified in Exhibit "4", Land Zoning Map No. L-113;



TMK (2) 3-7-002:021 described in Exhibit "5" and more particularly identified in Exhibit "6", Land Zoning Map No. L-114; TMK (2) 3-7-002:027 described in Exhibit "7" and more particularly identified in Exhibit "8", Land Zoning Map No. L-115; and TMK (2) 3-7-002:025 described in Exhibit "9" and more particularly identified in Exhibit "10", Land Zoning Map No. L-116; 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 constitute 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. GSMS 2014-GC26 WEST KAAHUMANU AVENUE, LLC 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 GSMS 2014-GC26 WEST KAAHUMANU AVENUE, LLC, 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 from the M-2 HEAVY INDUSTRIAL DISTRICT to the B-3 CENTRAL BUSINESS DISTRICT for the Property;

6. Develop consistent with Conditional Zoning conditions. That the Declarant agrees

to develop the Property in conformance with the conditions stated in Exhibit "11" 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:

GSMS 2014-GC26 WEST KAAHUMANU AVENUE, LLC, a Delaware limited liability company,

By: U.S. BANK TRUST COMPANY, NATIONAL ASSOCIATION (AS SUCCESSOR-IN-INTEREST TO U.S. BANK NATIONAL ASSOCIATION), AS TRUSTEE, FOR THE BENEFIT OF THE HOLDERS OF GS MORTGAGE SECURITIES CORPORATION II, COMMERCIAL MORTGAGE PASS-THROUGH CERTIFICATES, SERIES 2014-GC26, the Sole Member

By: LNR Partners, LLC, a Florida limited liability company, the Attorney-in-Fact under that certain Limited Power of Attorney dated November 9, 2023

By:  \_\_\_\_\_  
James Hardacre / Vice President

Approved as to Form and Legality:

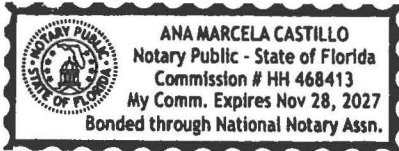
By: \_\_\_\_\_  
Print name: \_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

STATE OF FLORIDA )  
 )  
COUNTY OF MIAMI-DADE ) SS.

On this 30<sup>th</sup> day of July, 2024, before me personally appeared James Hardacre, to me personally known, who being by me duly sworn, did say that he is the Vice President of LNR Partners, LLC, a Florida Limited Liability Company, the Attorney-in-Fact under that certain Limited Power of Attorney dated November 9, 2023, and that he, James Hardacre, as Vice President, signed the foregoing Unilateral Agreement and Written Declaration for Conditional Zoning on behalf of the Declarant.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

| Stamp or Seal |



Ana Marcela Castillo  
Notary Public, State of Florida

Print Name: Ana Marcela Castillo

My Commission Expires: 11/28/27

**DESCRIPTION**

**LOT A  
MAUI LAND & PINEAPPLE COMPANY SUBDIVISION  
(SUBDIVISION FILE NO. 3.1577 AMENDED ON JUNE 3, 1993)**

Being all of Lot A of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), and being also portions of Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kamamalu and Royal Patent Grant 3343 to Claus Spreckels situated at Kahului, Island and County of Maui, State of Hawaii.

Beginning at the Northwest corner of this lot on the Southerly side of Kaahumanu Avenue [F.A.P. No. F-032-1 (3)], the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being:

2,982.53 feet North

6,336.25 feet East

and running by azimuths measured clockwise from True South:

1. 270° 00' 15" 571.89 feet along the Southerly side of Kaahumanu Avenue [F.A.P. No. F-032-1 (3)], being also the remainder of Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kamamalu;
2. 270° 00' 15" 80.00 feet along the same;
3. 270° 00' 15" 247.47 feet along the same;
4. Thence along the Southerly side of Kaahumanu Avenue [F.A.P. No. F-032-1 (3)], being also the remainders of Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kamamalu and Royal Patent Grant 3343 to Claus Spreckels on a curve to the left with a radius of 1,420.24 feet, the chord azimuth and distance being: 260° 09' 27.5" 485.75 feet;
5. 250° 18' 40" 213.35 feet along the Southerly side of Kaahumanu Avenue [F.A.P. No. F-032-1 (3)], being also the remainder Royal Patent Grant 3343 to Claus Spreckels;
6. 278° 36' 30" 39.22 feet along same;
7. 250° 21' 26.69 feet along same;

8.	340°	21'		56.90 feet along the Westerly side of Kane Street, being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
9.	70°	17'	30"	256.48 feet along Lot C of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
10.	340°	17'	30"	64.62 feet along same;
11.	70°	17'	30"	256.00 feet along same;
12.	340°	17'	30"	8.45 feet along same;
13.	70°	17'	30"	1.10 feet along same;
14.	340°	17'	30"	3.00 feet along same;
15.	250°	17'	30"	0.75 feet along same;
16.	340°	17'	30"	248.38 feet along same;
17.	250°	17'	30"	512.50 feet along same;
18.	340°	21'		298.28 feet along the Westerly side of Kane Street, being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
19.	70°	17'	30"	251.69 feet along Lot E of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
20.	160°	17'	30"	243.02 feet along Lot F-2 of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.2200), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
21.	115°	17'	30"	35.35 feet along same;
22.	70°	17'	30"	231.13 feet along same;
23.	63°	30'		63.52 feet along same;
24.	340°	17'	30"	119.64 feet along same;
25.	70°	17'	30"	70.68 feet along same;

26. 340° 17' 30" 12.01 feet along same;
27. 70° 17' 30" 53.62 feet along same;
28. 340° 17' 30" 8.17 feet along same;
29. 70° 17' 30" 86.33 feet along same;
30. 340° 17' 30" 273.01 feet along Lot F-2 and Lot F-1 of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.2200), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
31. 70° 17' 30" 620.93 feet along Lot F-1 of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.2200), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
32. 340° 17' 30" 38.69 feet along same;
33. 70° 17' 30" 158.40 feet along same;
34. 352° 30' 170.22 feet along same;
35. Thence along same on a curve to the right with a radius of 188.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 262° 30', the radial azimuth from the radius point to the end of the curve being: 272° 42' 44", and the chord azimuth and distance being: 357° 36' 22" 33.46 feet;
36. 301° 00' 60.92 feet along same;
37. Thence along same on a curve to the left with a radius of 1,330.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 31° 00', the radial azimuth from the radius point to the end of the curve being: 23° 20' 40", and the chord azimuth and distance being: 297° 10' 20" 177.58 feet;
38. 203° 20' 40" 5.00 feet along same;

39. Thence along same on a curve to the left with a radius of 1,325.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 23° 20' 40",  
the radial azimuth from the radius point to the end of the curve being: 22° 54' 40",  
and the chord azimuth and distance being:  
293° 07' 40" 10.02 feet;
40. 22° 54' 40" 5.00 feet along same;
41. Thence along same on a curve to the right with a radius of 1,330.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 199° 30',  
the radial azimuth from the radius point to the end of the curve being: 202° 54' 40",  
and the chord azimuth and distance being:  
291° 12' 20" 79.17 feet;
42. 19° 30' 16.00 feet along same;
43. 289° 30' 19.93 feet along same;
44. 70° 17' 30" 85.59 feet along same;
45. Thence along the Northeasterly side of South Wakea Avenue to a "T" Northeasterly of the end of Onehee Avenue on a curve to the right with a radius of 1,392.40 feet, the radial azimuth from the radius point to the beginning of the curve being: 16° 29' 36",  
the radial azimuth from the radius point to the end of the curve being: 31° 04' 37",  
and the chord azimuth and distance being:  
113° 47' 06.5" 353.45 feet;
46. Thence along Lot G of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels on a curve to the left with a radius of 44.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 2° 12' 06",  
the radial azimuth from the radius point to the end of the curve being: 286° 50',  
and the chord azimuth and distance being:  
234° 31' 03" 53.80 feet;



47. Thence along same on a curve to the left with a radius of 235.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 286° 50', the radial azimuth from the radius point to the end of the curve being: 262° 30', and the chord azimuth and distance being: 184° 40' 99.06 feet;
48. 172° 30' 164.27 feet along same;
49. 80° 10' 47.05 feet along same;
50. 155° 00' 111.20 feet along same;
51. 158° 00' 180.00 feet along same;
52. 248° 00' 52.98 feet along same;
53. 160° 17' 30" 75.25 feet along Lot G of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993) and Consolidation of Lots 10 & 11 into One Lot (Subdivision File No. 3.506), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
54. 250° 17' 30" 240.28 feet along Lot B of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
55. 160° 17' 30" 63.14 feet along same;
56. 250° 17' 30" 83.62 feet along same;
57. 160° 17' 30" 157.46 feet along same;
58. 250° 17' 30" 1.50 feet along same;
59. 160° 17' 30" 205.00 feet along same;
60. 70° 17' 30" 237.59 feet along same;
61. 340° 17' 30" 67.02 feet along same;
62. 70° 17' 30" 87.62 feet along same;

63. 160° 21' 491.42 feet along the East End of Kea Street, Lot 13 of Wakea Avenue Industrial Subdivision No. 2 (Subdivision File No. 3.459-15 Lots Subdivision), and Lot 1 of Merchants Enterprises Subdivision (Subdivision File No. 3.1221), being also the remainders of Grant 1819 to Kahananui and Royal Patent 4475, Land Commission Award 7713, Apana 23 to V. Kamamalu to the point of beginning and containing a gross area of 25.779 Acres excluding Lot D of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993) with 1.182 Acres described as follows for a net area of 24.597 Acres.

Being all of Lot D of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), and being also a portion of Royal Patent Grant 3343 to Claus Spreckels situated at Kahului, Island and County of Maui, State of Hawaii.

Beginning at the Southeast corner of this lot with an azimuth and distance tie from the Southerly corner of Lot A being: 113° 17' 80.67 feet with coordinates 2,093.47 N. and 7,523.17 E., the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being:

2,125.36 feet North

7,449.07 feet East

and running by azimuths measured clockwise from True South:

1. 70° 17' 30" 336.00 feet along Lot A of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
2. Thence along same on a curve to the right with a radius of 5.00 feet, the chord azimuth and distance being:  
115° 17' 30" 7.07 feet;
3. 160° 17' 30" 42.00 feet along same;
4. Thence along same on a curve to the right with a radius of 2.00 feet, the chord azimuth and distance being:  
205° 17' 30" 2.83 feet;
5. 250° 17' 30" 28.00 feet along same;
6. Thence along same on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:  
205° 17' 30" 56.57 feet;

7. 160° 17' 30" 65.87 feet along same;
8. Thence along same on a curve to the right with a radius of 40.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 70° 17' 26", the radial azimuth from the radius point to the end of the curve being: 97° 14' 56", and the chord azimuth and distance being: 173° 46' 13" 18.65 feet;
9. 250° 17' 30" 271.65 feet along same;
10. 340° 17' 30" 168.00 feet along same;
11. Thence along same on a curve to the left with a radius of 5.00 feet, the chord azimuth and distance being: 25° 17' 30" 7.07 feet to the point of beginning and containing an area of 1.182 Acres.

Note: The metes and bounds description is prepared for changes in Zoning, Land Use District Boundary Amendment and Community Plan Amendment purposes only. It is based on final subdivision approved June 15, 1993 for Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 dated June 3, 1993).

Vehicular access will not be permitted into and from Kane Street, over and across Courses 1, 3, 4, 5, 6, 7, and 8 of the above described Lot A.

Vehicular access will not be permitted into and from Kane Street, over and across Course 2 of the above described Lot A.

This work was prepared by me  
or under my supervision.



FUKUMOTO ENGINEERING, INC.

*Sharon Y. Toyama*

Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/24

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Wailuku, Hawaii 96793  
October 18, 2023

GSMS01

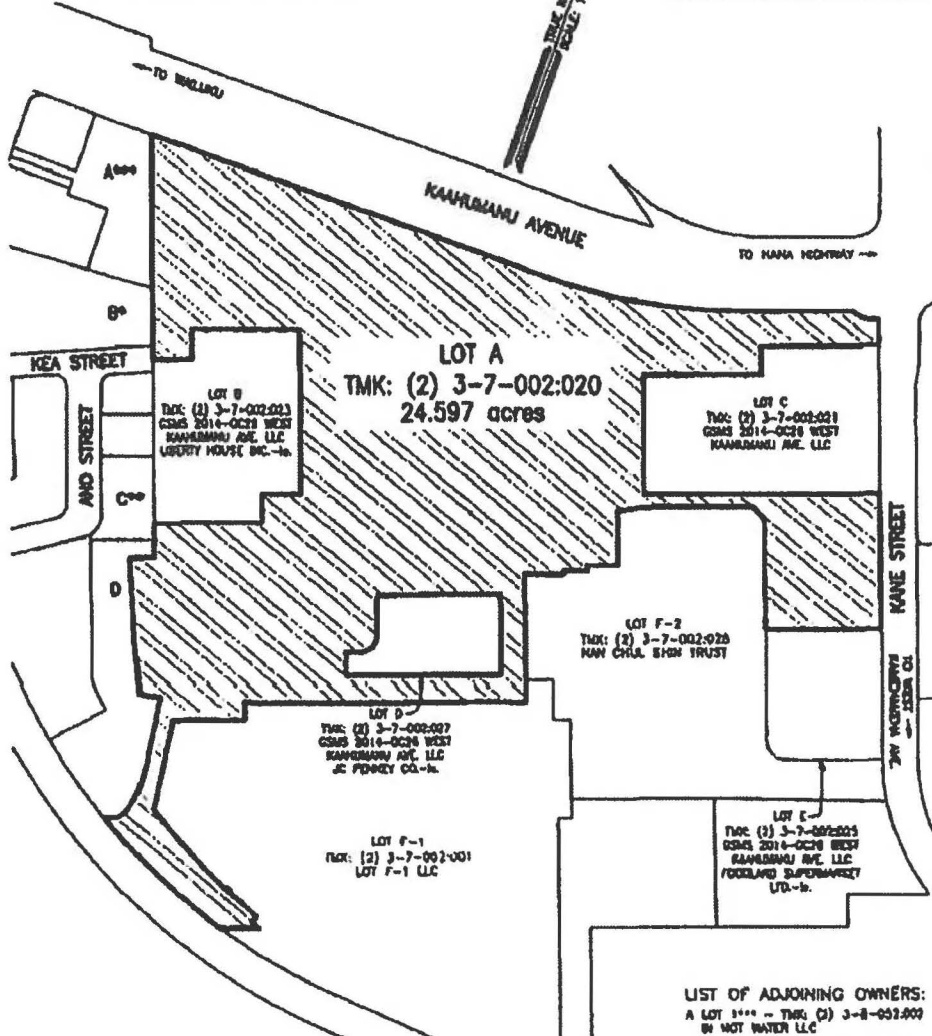
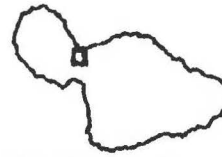
Maui Land & Pineapple Company Subdivision-Lot A

Page 7 of 7 Pages

**NOTES:**

1. LOTS REFER TO MAUI LAND & PINEAPPLE COMPANY SUBDIVISION UNLESS OTHERWISE NOTED.
2. ° LOTS REFER TO WAKEA INDUSTRIAL SUBDIVISION NO. 2
3. °° CONSOLIDATION OF LOTS 10 & 11 INTO ONE-WAKEA INDUSTRIAL SUBDIVISION NO. 2
4. °°° MERCHANTS ENTERPRISES SUBDIVISION

**VICINITY MAP**



- LIST OF ADJOINING OWNERS:**
- A LOT 1\*\*\* - TMK: (2) 3-8-002:002  
BY HOT WATER LLC
  - B LOT 13° - TMK: (2) 3-8-002:005  
ARS HOLDING LLC
  - C LOT 12-4° - TMK: (2) 3-8-002:008  
TRIG HOLDINGS INC.
  - D LOT G - TMK: (2) 3-8-002:008  
EASTER SEALS HANALEI MAUI COMPANY  
FOR DISABILITY SERVICES CONDO

DATE: 10/31/2023

TAX MAP KEY

T.M.K.: (2) 3-7-002:020

AREA

24.597 ACRES

**LAND ZONING MAP NO. L-112**

CHANGE IN ZONING - KAHULUI, MAUI, HAWAII  
FROM M-2 HEAVY INDUSTRIAL DISTRICT  
TO B-3 CENTRAL BUSINESS DISTRICT

**EXHIBIT "2"**

**DESCRIPTION**

**LOT B  
MAUI LAND & PINEAPPLE COMPANY SUBDIVISION  
(SUBDIVISION FILE NO. 3.1577 AMENDED ON JUNE 3, 1993)**

Being all of Lot B of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), and being also a portion of Royal Patent Grant 3343 to Claus Spreckels situated at Kahului, Island and County of Maui, State of Hawaii.

Beginning at the Northwesterly corner of this lot on the Easterly side of the end of Kea Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being:

2,519.73 feet North

6,501.51 feet East

and running by azimuths measured clockwise from True South:

- |     |              |   |
|-----|--------------|---|
| 1.  | 250° 17' 30" | 87.62 feet along Lot A of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels; |
| 2.  | 160° 17' 30" | 67.02 feet along same;  |
| 3.  | 250° 17' 30" | 237.59 feet along same;   |
| 4.  | 340° 17' 30" | 205.00 feet along same;   |
| 5.  | 70° 17' 30"  | 1.50 feet along same;   |
| 6.  | 340° 17' 30" | 157.46 feet along same;   |
| 7.  | 70° 17' 30"  | 83.62 feet along same;  |
| 8.  | 340° 17' 30" | 63.14 feet along same;  |
| 9.  | 70° 17' 30"  | 240.28 feet along same;   |
| 10. | 160° 17' 30" | 166.62 feet along Consolidation of Lots 10 & 11 into One Lot (Subdivision File No. 3.506), also being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;                             |

11. 160° 21' 191.96 feet along Consolidation of Lots 10 & 11 into One Lot (Subdivision File No. 3.506), Lot 12-A and Lot 12-B of the Wakea Industrial Subdivision No. 2, Subdivision of Lot 12 into Lots 12-A and 12-B (Subdivision File No. 3.459), and the Northeasterly side of the end of Kea Street, being also the remainder of Royal Patent Grant 3343 to Claus Spreckels to the point of beginning and containing an area of 2.915 Acres.

Note: The metes and bounds description prepared for changes in Zoning, Land Use District Boundary Amendment and Community Plan Amendment purposes only. It is based on final subdivision approved June 15, 1993 for Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 dated June 3, 1993).

This work was prepared by me  
or under my supervision.



FUKUMOTO ENGINEERING, INC.

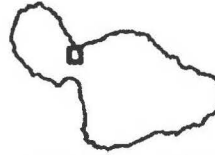
*Sharon Y. Toyama*

Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/24

1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
October 18, 2023

GSMS01

VICINITY MAP



LOT A  
TMK: (2) 3-7-002:020  
OSMS 2014-0020 WEST KAHUMANU AVE. LLC  
AT&T MOBILITY LLC-OTHER EXEMPT  
HAWAII USA FCU-OTHER EXEMPT

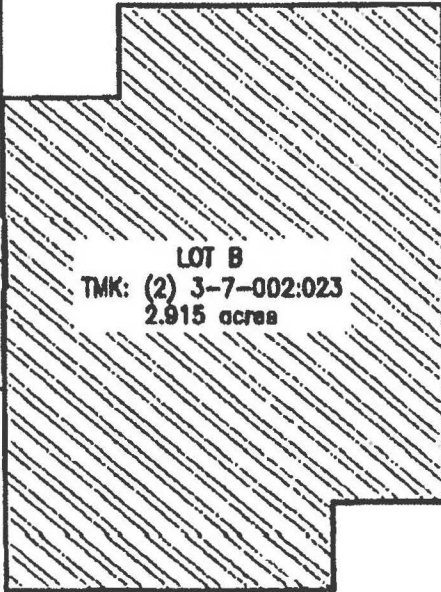
TO E. WAKEA AVE.  
KEA STREET

LOT 12-B\*  
TMK: (2) 3-8-092:022  
PMO HOLDINGS INC.

LOT 12-A\*  
TMK: (2) 3-8-052:006  
PMO HOLDINGS INC.

AND STREET

LOT 12-A\*\*  
TMK: (2) 3-8-052:006  
PMO HOLDINGS INC.



LOT B  
TMK: (2) 3-7-002:023  
2.915 acres



- NOTES:
1. LOTS REFER TO MAUI LAND & PINEAPPLE COMPANY SUBDIVISION UNLESS OTHERWISE NOTED.
  2. \* LOTS REFER TO WAKEA INDUSTRIAL SUBDIVISION NO. 2
  3. \*\* CONSOLIDATION OF LOTS 10 & 11 INTO ONE-WAKEA INDUSTRIAL SUBDIVISION NO. 2

DATE: 10/31/2023

TAX MAP KEY

T.M.K.: (2) 3-7-002:023

AREA

2.915 ACRES

# LAND ZONING MAP NO. L-113

CHANGE IN ZONING - KAHULUI, MAUI, HAWAII  
FROM M-2 HEAVY INDUSTRIAL DISTRICT  
TO B-3 CENTRAL BUSINESS DISTRICT

## EXHIBIT "4"

**DESCRIPTION**

**LOT C  
MAUI LAND & PINEAPPLE COMPANY SUBDIVISION  
(SUBDIVISION FILE NO. 3.1577 AMENDED ON JUNE 3, 1993)**

Being all of Lot C of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), and being also a portion of Royal Patent Grant 3343 to Claus Spreckels situated at Kahului, Island and County of Maui, State of Hawaii.

Beginning at the Northeast corner of this lot on the Westerly side of the Kane Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being:

3,086.90 feet North

7,998.14 feet East

and running by azimuths measured clockwise from True South:

1. 340° 21' 324.45 feet along the Westerly side of Kane Street;
2. 70° 17' 30" 512.50 feet along Lot A of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
3. 160° 17' 30" 248.38 feet along same;
4. 70° 17' 30" 0.75 feet along same;
5. 160° 17' 30" 3.00 feet along same;
6. 250° 17' 30" 1.10 feet along same;
7. 160° 17' 30" 8.45 feet along same;
8. 250° 17' 30" 256.00 feet along same;
9. 160° 17' 30" 64.62 feet along same;
10. 250° 17' 30" 256.48 feet along same to the point of beginning and containing an area of 3.438 Acres.

Note: The metes and bounds description prepared for changes in Zoning, Land Use District Boundary Amendment and Community Plan Amendment purposes only. It is based on final subdivision approved June 15, 1993 for Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 dated June 3, 1993).



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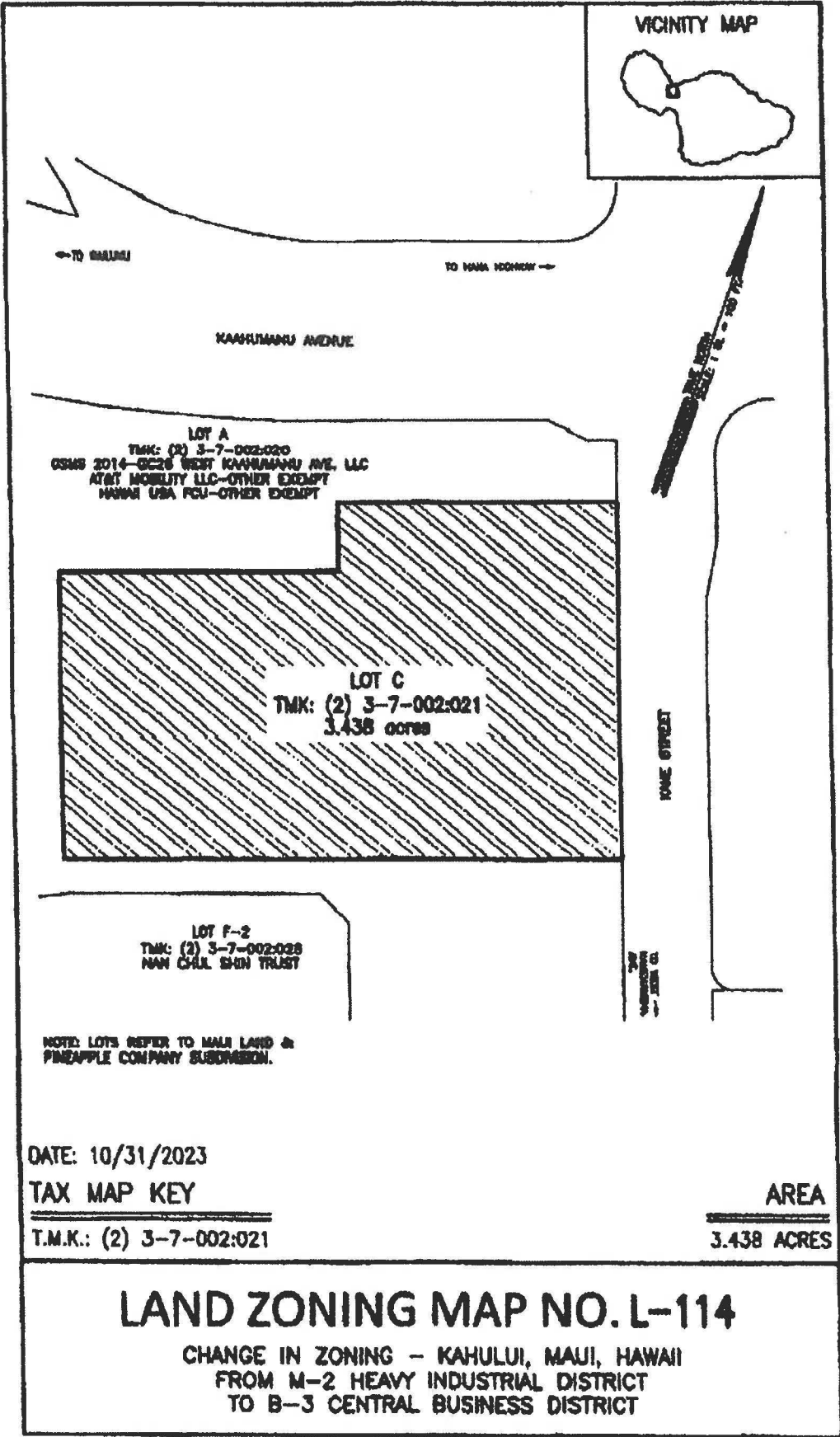
FUKUMOTO ENGINEERING, INC.

*Sharon Y. Toyama*

Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/24

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Wailuku, Hawaii 96793  
October 18, 2023

OSMS01



**EXHIBIT "6"**

**DESCRIPTION**

**LOT D  
MAUI LAND & PINEAPPLE COMPANY SUBDIVISION  
(SUBDIVISION FILE NO. 3.1577 AMENDED ON JUNE 3, 1993)**

Being all of Lot D of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), and being also a portion of Royal Patent Grant 3343 to Claus Spreckels situated at Kahului, Island and County of Maui, State of Hawaii.

Beginning at the Southeast corner of this lot with an azimuth and distance tie from the Southerly corner of Lot A being: 113° 17' 80.67 feet with coordinates 2,093.47 N. and 7,523.17 E., the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being:

2,125.36 feet North

7,449.07 feet East

and running by azimuths measured clockwise from True South:

1. 70° 17' 30" 336.00 feet along Lot A of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
2. Thence along same on a curve to the right with a radius of 5.00 feet, the chord azimuth and distance being:  
115° 17' 30" 7.07 feet;
3. 160° 17' 30" 42.00 feet along same;
4. Thence along same on a curve to the right with a radius of 2.00 feet, the chord azimuth and distance being:  
205° 17' 30" 2.83 feet;
5. 250° 17' 30" 28.00 feet along same;
6. Thence along same on a curve to the left with a radius of 40.00 feet, the chord azimuth and distance being:  
205° 17' 30" 56.57 feet;
7. 160° 17' 30" 65.87 feet along same;

8. Thence along same on a curve to the right with a radius of 40.00 feet, the radial azimuth from the radius point to the beginning of the curve being: 70° 17' 26",  
the radial azimuth from the radius point to the end of the curve being: 97° 14' 56",  
and the chord azimuth and distance being:  
173° 46' 13"            18.65 feet;
9.    250° 17' 30"            271.65 feet along same;+
10.   240° 17' 30"            168.00 feet along same;
11. Thence along same on a curve to the left with a radius of 5.00 feet, the chord azimuth and distance being:  
25° 17' 30"            7.07 feet to the point of beginning and containing an area of 1.182 Acres.

Note: The metes and bounds description is prepared for changes in Zoning, Land Use District Boundary Amendment and Community Plan Amendment purposes only. It is based on final subdivision approved June 15, 1993 for Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 dated June 3, 1993).

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or under my supervision.



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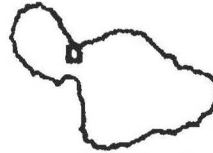
*Sharon Y. Toyama*

Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/24

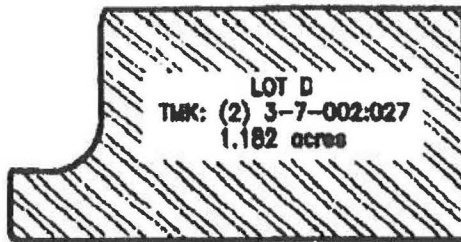
1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
October 18, 2023

GSMS01

VICINITY MAP



LOT A  
TMK: (2) 3-7-002:029  
OSMS 2014-0C26 WEST KAHULUANI AVE. LLC  
AT&T MOBILITY LLC-OTHER EXEMPT  
HAWAII USA FCU-OTHER EXEMPT



LOT D  
TMK: (2) 3-7-002:027  
1.182 acres



LOT F-2  
TMK: (2) 3-7-002:028  
NON CHAL. SIGN TRUST

LOT F-1  
TMK: (2) 3-7-002:001  
LOT F-1 LLC

NOTE: LOTS REFER TO MAUI LAND &  
PINEAPPLE COMPANY SUBDIVISION.

DATE: 10/31/2023

TAX MAP KEY

T.M.K.: (2) 3-7-002:027

AREA

1.182 ACRES

# LAND ZONING MAP NO. L-115

CHANGE IN ZONING - KAHULUI, MAUI, HAWAII  
FROM M-2 HEAVY INDUSTRIAL DISTRICT  
TO B-3 CENTRAL BUSINESS DISTRICT

## EXHIBIT "8"

**DESCRIPTION**

**LOT E  
MAUI LAND & PINEAPPLE COMPANY SUBDIVISION  
(SUBDIVISION FILE NO. 3.1577 AMENDED ON JUNE 3, 1993)**

Being all of Lot E of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), and being also a portion of Royal Patent Grant 3343 to Claus Spreckels situated at Kahului, Island and County of Maui, State of Hawaii.

Beginning at the Southeast corner of this lot on the Westerly side of the Kane Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being:

2,232.63 feet North

8,303.17 feet East

and running by azimuths measured clockwise from True South:

1. 270° 17' 30" 206.40 feet along Lot F-2 of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
2. Thence along same on a curve to the right with a radius of 45.00 feet, the chord azimuth and distance being:  
115° 17' 30" 63.64 feet;
3. 160° 17' 30" 239.36 feet along same;
4. 250° 17' 30" 251.69 feet along Lot A of the Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 amended June 3, 1993), being also the remainder of Royal Patent Grant 3343 to Claus Spreckels;
5. 340° 17' 30" 284.36 feet along the Westerly side of Kane Street to the point of beginning and containing an area of 1.632 Acres.

Note: The metes and bounds description prepared for changes in Zoning, Land Use District Boundary Amendment and Community Plan Amendment purposes only. It is based on final subdivision approved June 15, 1993 for Maui Land & Pineapple Company Subdivision (Subdivision File No. 3.1577 dated June 3, 1993).

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or under my supervision.



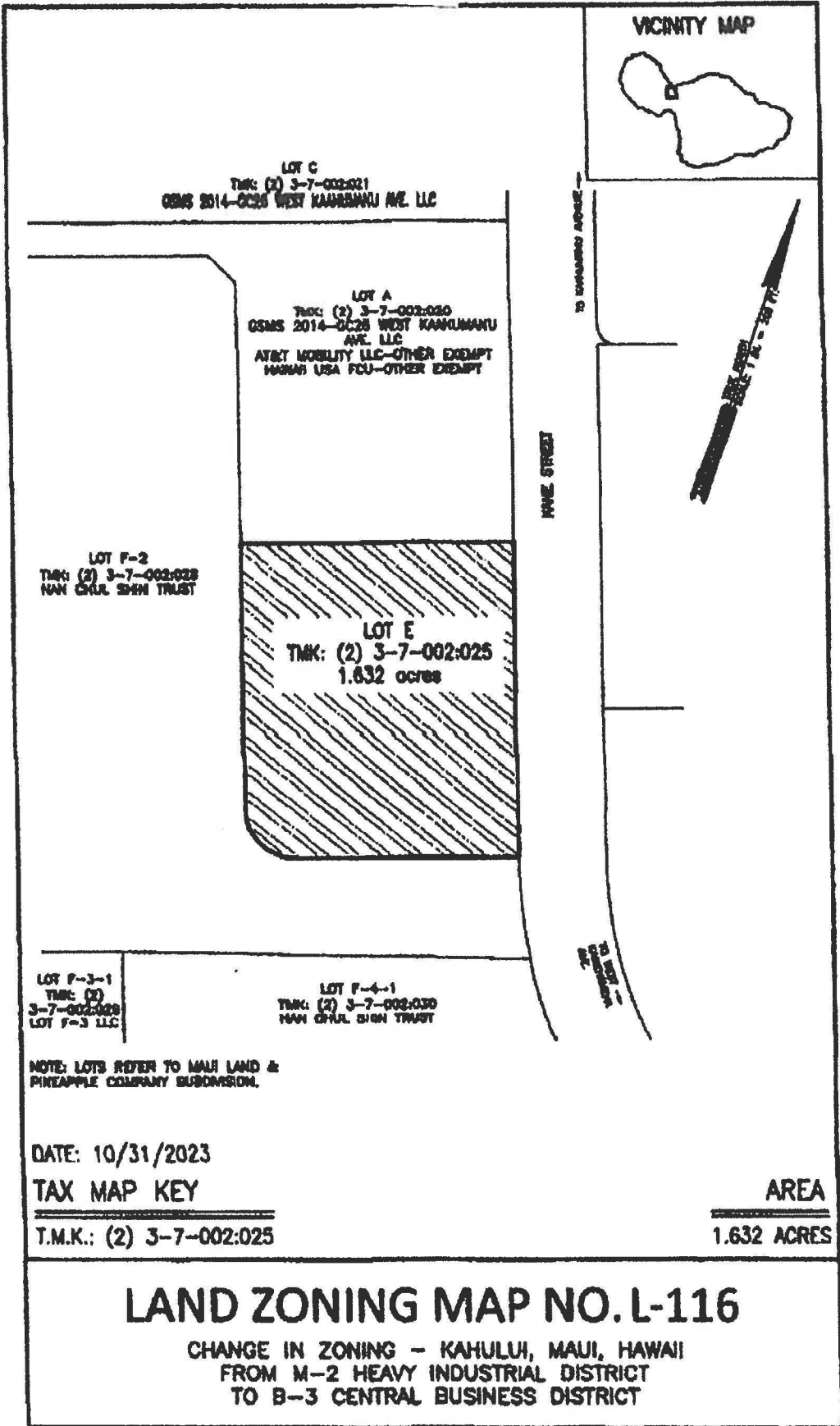
FUKUMOTO ENGINEERING, INC.

*Sharon Y. Toyama*

Sharon Y. Toyama  
Licensed Professional Land Surveyor  
Certificate Number 13713  
License Expires: 4/30/24

1721 Wili Pa Loop, Suite 203  
Wailuku, Hawaii 96793  
October 18, 2023

OSMS01



LOT C  
 TMK: (2) 3-7-002:021  
 OSMS 2014-0028 WEST KAHAMAHU AVE. LLC

LOT A  
 TMK: (2) 3-7-002:020  
 OSMS 2014-0028 WEST KAHAMAHU  
 AVE. LLC  
 AT&T MOBILITY LLC-OTHER EXEMPT  
 HAWAII USA FCU-OTHER EXEMPT

LOT F-2  
 TMK: (2) 3-7-002:028  
 HAN CHUL SHIN TRUST

LOT E  
 TMK: (2) 3-7-002:025  
 1.632 acres

LOT F-3-1  
 TMK: (2)  
 3-7-002:029  
 LOT F-3 LLC

LOT F-4-1  
 TMK: (2) 3-7-002:030  
 HAN CHUL SHIN TRUST

NOTE: LOTS REFER TO MAUI LAND &  
 PINEAPPLE COMPANY SUBDIVISION.

DATE: 10/31/2023

TAX MAP KEY

T.M.K.: (2) 3-7-002:025

AREA

1.632 ACRES

**LAND ZONING MAP NO. L-116**

CHANGE IN ZONING - KAHULUI, MAUI, HAWAII  
 FROM M-2 HEAVY INDUSTRIAL DISTRICT  
 TO B-3 CENTRAL BUSINESS DISTRICT



## CONDITIONS OF ZONING

“Developer” means any current or future developer or owner of any property that is subject to this Change in Zoning.

1. In the B-3 Central Business District-zoned areas, building heights must not exceed 90 feet.

2. In the B-3 Central Business District-zoned areas, a minimum of one off-street parking space must be provided for each multi-family dwelling unit with less than 1,500 square feet of floor area.

3. For any development that includes residential uses, the Developer must comply with the provisions of Chapter 2.96, Maui County Code, or any other law in effect at the time of application. If the County requests residential workforce housing units beyond the number required by law or restrictions on residential workforce housing units beyond the restrictions required by the Maui County Code, the Developer must negotiate in good faith with the County on a Memorandum of Agreement that would provide the needed support to make the requests financially viable. This support may include County incentives, subsidies, financial grants, expedited project review, infrastructure, flexible parking standards, and other means of support. Through the Memorandum of Agreement, the County may permit building forms in excess of six stories so long as the building heights do not exceed 90 feet. The Developer must provide a report to the Planning Director and the Council documenting the number of meetings, participants, the outcome of meetings, and any final agreements reached to achieve the County’s requests and other communications held between the Developer and the County.

4. Prior to obtaining a Special Management Area Major permit for any redevelopment within the project area that exceeds the height of the existing development, the Developer must:

- a. Prepare a visual-simulation study to assess the impacts of alternative building form, massing, and design options on viewsheds and view corridors to the ‘Iao Valley, the West Maui Mountains, and the Pacific Ocean.
- b. Host community meetings and design workshops to inform the public in preparation for any housing project’s master plan including proposed urban design and building form.
- c. Provide comments to the Planning Director obtained from the County’s Urban Design Review Board on any future housing project’s master plan, preliminary site plan, and building elevations

## EXHIBIT "11"

prior to the Maui Planning Commission's action on the Special Management Area permit.

hlu:misc:028aconditions02:cmn

## HLU Committee

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**From:** HLU Committee  
**Sent:** Friday, August 2, 2024 1:04 PM  
**To:** CorpCounselRFLS@co.maui.hi.us  
**Cc:** HLU Committee; Tasha A. Kama; Carla M. Nakata; James G. Krueger; Ellen B. McKinley; Eric C. Arquero  
**Subject:** OCS - HLU: BILL 67 and BILL 68 (2024) CPA and CIZ for FOR QUEEN KA'AHUMANU CENTER (KAHULUI) (HLU-28) - Unilateral Agreement; response due 08/05/24 10:00 a.m.  
**Attachments:** 028acc05-s-TK.pdf  
**Importance:** High

Aloha Corporation Counsel,

Please see attached Request for Legal Services from HLU Chair Kama, dated 08/02/24, regarding the above-referenced matter.

We will be hand-delivering the original hard-copy UA's shortly.

Mahalo,  
HLU Committee Staff