



MUNEKIYO HIRAGA

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TO: Robert Carroll, Chair
Maui County Council Land Use
Committee
Maui County Council, 7th Floor
200 South High Street
Wailuku, Hawaii 96793

DATE: July 11, 2016

SUBJECT: Short Form Trust Documents for
Angela and Charles Nunes, Jr. for
the July 13 meeting of the Land
Use Committee on LU- 20
Resolution for a Community Plan
Amendment and Change in Zoning
for Property Situated at TMKs(2)4-
4-001:010 (por.) and (2)4-4-
014:006 (por.)

Enclosed is/are:

Copies	Date	Description
1	---	Short Form Trust Documents for Angela and Charles Nunes, Jr. for the July 13 meeting of the Land Use Committee on LU- 20 Resolution for a Community Plan Amendment and Change in Zoning for Property Situated at TMKs(2)4-4-001:010 (por.) and (2)4-4-014:006 (por.)

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

As requested, we are transmitting the short from trust documents for Angela and Charles Nunes for the July 13, 2016 Land Use Committee meeting. If there are any questions, please call me at 244-2015.

Signed: 
Colleen Suyama
Senior Associate

Copy to: Steve Sewall, Honua Kai Resort (w/enclosure)
Chuck Nunes (w/out enclosure)

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1. Article 8.03 of my Trust Agreement reads as follows:

8.03. Trustee's Powers. The Trustee, its successor or substitute shall have the following powers, and any others that may be granted by law, with respect to each trust created hereunder to be exercised as the Trustee in its discretion determines to be to the best interest of the beneficiaries;

(a) To buy and/or sell and invest and reinvest the trust estate in bonds, including but not limited to United States Treasury "Flower Bonds," notes, real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located; to buy, sell and trade in securities of any nature, including options and short sales, commodities, commodity futures contracts and commodity futures options, on margin, and for such purposes to maintain and operate margin accounts with brokers; to pledge or hypothecate any securities, commodities, commodity futures contracts and commodity futures options held or purchased by it with such brokers as security for loans and advances made to the Trustee; and to delegate authority to agents to enter orders in securities and commodities transactions;

(b) To Lease any real property for such term or terms as it may deem advisable, without the authorization of any court and whether or not any such term may extend beyond the period of any trust, and in connection with any such lease to enter into any agreements and covenants which it may deem advisable with respect thereto or with respect to any improvements which may then or thereafter be erected thereon; to make repairs, alterations and improvements on any real property, including the right to demolish and replace buildings, and to erect new buildings and employ architects and contractors in connection therewith; to subdivide real estate, to grant easements, and to accept the surrender of any leases or leasehold interests and buildings or improvements thereon; to purchase buildings on any real property and the right, title and

interest of tenants in such buildings; to demand receive, collect, sue for, and compromise rents, debts, claims and demands of any nature in connection with any real property, and to execute and deliver releases, discharges and other instruments relating thereto, including satisfaction of any judgment recovered therefor; to institute summary proceedings for the recovery of any real property or possession thereof; to prosecute or defend any actions, claims or proceedings affecting any real property, and to compromise, settle and discontinue the same; to insure such real properties against fire and any other risk whatsoever, and to make proof of loss under such insurance; to adjust losses and collect the proceeds; to mortgage for such amounts, rates of interest, rates of amortization and terms as may be deemed wise, including the right to mortgage for terms which may extend beyond the period of any trust, and to receive the proceeds of such mortgages; to extend the time of payment of any mortgages and to make agreements modifying, assigning or satisfying such mortgages; to file protests against the taxes or assessments on such real property; to make applications for reduction of assessed valuations thereon, and to bring certiorari proceedings to obtain the reduction of such assessed valuations; and to adjust and compromise any real estate taxes or tax valuations;

(c) To sell any trust property, including both real and personal, for cash or on credit at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges and options;

(d) To borrow money for any purpose from the Trustee or from others, and to mortgage or pledge any trust property;

(e) To make loans in such amounts, upon such terms, secured or unsecured, at such rates of interest and to such persons, firms or corporations as it may deem advisable; including to the Personal Representative of the Grantor's estate, provided there is adequate security and a fair rate of interest;

(f) to employ attorneys, accountants, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a Trustee or a nominee, with or without disclosure of any fiduciary relationship;

(g) To select and employ any person, firm or corporation engaged in rendering investment counsel and real estate management; to be advised by them in making investments, managing securities or making decisions with reference to the purchase, retention, sale or other disposition of real property, securities or other property held by the Trustee; however, nothing herein shall be construed to require the Trustee to follow the advice of any such investment counsel;

(h) To determine the allocation or apportionment of all receipts and disbursements between income and principal in accordance with "The Revised Uniform Principal and Income Act" as adopted by Hawaii;

(i) To take any action with respect to conserving or realizing upon the value of any trust property and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability;

(j) To receive additional property from any source and add it to the trust estate;

(k) To keep any or all of the trust property at any place or places in the United States or abroad or with a depository or custodian at such place or places;

(l) To enter into any transaction authorized by this Article with Trustees, personal representatives or administrators of other trusts or estates in which any beneficiary has any interest, even though any such Trustee or representative is also Trustee under this instrument; and in any such transaction to purchase property or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

(m) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or part, as it may determine; and to the divisions (of each consolidated fund) into various shares comprising such fund only on the Trustee's books of account, in which each trust shall be allotted its proportionate part of the principal and income of the fund, and charged with its proportionate part of the expenses thereof. In no event, however, shall such holding defer the vesting in possession of any estate created herein;

(n) To establish out of income and credit to principal reasonable reserves for the depreciation of tangible and intangible property;

(o) To continue or permit the continuation of any business, incorporated or unincorporated, which Grantor may own or in which the Grantor may have an interest at the time of the Grantor's death, or to liquidate the same;

(p) To distribute trust property wholly or partially in kind, or sell, trust assets to make such distribution.

(q) To purchase assets from the estate of the Grantor; provided such assets are purchased at fair market value.

2. Articles 2.03 and 2.04 of my Trust Agreement read as follows:

2.03. Revocation. The Grantor alone reserves the

right to revoke this agreement at any time by an instrument in writing, signed by the Grantor, acknowledged before a notary public and delivered to the Trustee. No guardian, committee, conservator or similar legal representative shall have any power of revocation. Upon revocation the Trustee shall return to the Grantor any and all property, including life insurance policies if held for safekeeping by the Trustee, which may have been added to the trust during the lifetime of the Grantor.

2.04. Amendment. The Grantor alone reserves the right to amend this agreement in whole or part at any time by an instrument in writing, signed by the Grantor, acknowledged before a notary public and delivered to the Trustee. No amendment shall increase the duties, obligations or responsibilities of the Trustee without said Trustee's consent.

IN WITNESS WHEREOF, ANGELA MARIE NUNES, as Grantor and as Trustee, has signed this trust agreement on this 7th day of May, 1990.

Angela Marie Nunes
ANGELA MARIE NUNES
Grantor and Trustee

M/P

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

On this 7th day of MAY, 1990, before me personally appeared ANGELA MARIE NUNES, as Grantor and as Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed as such Grantor and Trustee.

LS

[Signature]
Notary Public, State of Hawaii
My Commission Expires: 4-12-93

1. Article 8.03 of my Trust Agreement reads as follows:

8.03. Trustee's Powers. The Trustee, its successor or substitute shall have the following powers, and any others that may be granted by law, with respect to each trust created hereunder to be exercised as the Trustee in its discretion determines to be to the best interest of the beneficiaries;

(a) To buy and/or sell and invest and reinvest the trust estate in bonds, including but not limited to United States Treasury "Flower Bonds," notes, real estate or any interest in real estate, and interests in trusts, including common trust funds, or in any other property or undivided interests in property, wherever located; to buy, sell and trade in securities of any nature, including options and short sales, commodities, commodity futures contracts and commodity futures options, on margin, and for such purposes to maintain and operate margin accounts with brokers; to pledge or hypothecate any securities, commodities, commodity futures contracts and commodity futures options held or purchased by it with such brokers as security for loans and advances made to the Trustee; and to delegate authority to agents to enter orders in securities and commodities transactions;

(b) To Lease any real property for such term or terms as it may deem advisable, without the authorization of any court and whether or not any such term may extend beyond the period of any trust, and in connection with any such lease to enter into any agreements and covenants which it may deem advisable with respect thereto or with respect to any improvements which may then or thereafter be erected thereon; to make repairs, alterations and improvements on any real property, including the right to demolish and replace buildings, and to erect new buildings and employ architects and contractors in connection therewith; to subdivide real estate, to grant easements, and to accept the surrender of any leases or leasehold interests and buildings or improvements thereon; to purchase buildings on any real property and the right, title and

interest of tenants in such buildings; to demand receive, collect, sue for, and compromise rents, debts, claims and demands of any nature in connection with any real property, and to execute and deliver releases, discharges and other instruments relating thereto, including satisfaction of any judgment recovered therefor; to institute summary proceedings for the recovery of any real property or possession thereof; to prosecute or defend any actions, claims or proceedings affecting any real property, and to compromise, settle and discontinue the same; to insure such real properties against fire and any other risk whatsoever, and to make proof of loss under such insurance; to adjust losses and collect the proceeds; to mortgage for such amounts, rates of interest, rates of amortization and terms as may be deemed wise, including the right to mortgage for terms which may extend beyond the period of any trust, and to receive the proceeds of such mortgages; to extend the time of payment of any mortgages and to make agreements modifying, assigning or satisfying such mortgages; to file protests against the taxes or assessments on such real property; to make applications for reduction of assessed valuations thereon, and to bring certiorari proceedings to obtain the reduction of such assessed valuations; and to adjust and compromise any real estate taxes or tax valuations;

(c) To sell any trust property, including both real and personal, for cash or on credit at public or private sales; to exchange any trust property for other property; to grant options to purchase or acquire any trust property; and to determine the prices and terms of sales, exchanges and options;

(d) To borrow money for any purpose from the Trustee or from others, and to mortgage or pledge any trust property;

(e) To make loans in such amounts, upon such terms, secured or unsecured, at such rates of interest and to such persons, firms or corporations as it may deem advisable; including to the Personal Representative of the Grantor's estate, provided there is adequate security and a fair rate of interest;

(f) to employ attorneys, accountants, auditors, depositaries and agents, with or without discretionary powers; to exercise in person or by proxy all voting and other rights with respect to stocks or other securities; and to keep any property in bearer form or in the name of a Trustee or a nominee, with or without disclosure of any fiduciary relationship;

(g) To select and employ any person, firm or corporation engaged in rendering investment counsel and real estate management; to be advised by them in making investments, managing securities or making decisions with reference to the purchase, retention, sale or other disposition of real property, securities or other property held by the Trustee; however, nothing herein shall be construed to require the Trustee to follow the advice of any such investment counsel;

(h) To determine the allocation or apportionment of all receipts and disbursements between income and principal in accordance with "The Revised Uniform Principal and Income Act" as adopted by Hawaii;

(i) To take any action with respect to conserving or realizing upon the value of any trust property and with respect to foreclosures, reorganizations or other changes affecting the trust property; to collect, pay, contest, compromise or abandon demands of or against the trust estate wherever situated; and to execute contracts, notes, conveyances and other instruments, including instruments containing covenants and warranties binding upon and creating a charge against the trust estate and containing provisions excluding personal liability;

(j) To receive additional property from any source and add it to the trust estate;

(k) To keep any or all of the trust property at any place or places in the United States or abroad or with a depository or custodian at such place or places;

(l) To enter into any transaction authorized by this Article with Trustees, personal representatives or administrators of other trusts or estates in which any beneficiary has any interest, even though any such Trustee or representative is also Trustee under this instrument; and in any such transaction to purchase property or make loans on notes secured by property, even though similar or identical property constitutes all or a large proportion of the balance of the trust estate, and to retain any such property or note with the same freedom as if it had been an original part of the trust estate;

(m) To hold, manage, invest and account for the separate trusts in one or more consolidated funds, in whole or part, as it may determine; and to the divisions (of each consolidated fund) into various shares comprising such fund only on the Trustee's books of account, in which each trust shall be allotted its proportionate part of the principal and income of the fund, and charged with its proportionate part of the expenses thereof. In no event, however, shall such holding defer the vesting in possession of any estate created herein;

(n) To establish out of income and credit to principal reasonable reserves for the depreciation of tangible and intangible property;

(o) To continue or permit the continuation of any business, incorporated or unincorporated, which Grantor may own or in which the Grantor may have an interest at the time of the Grantor's death, or to liquidate the same;

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2. Articles 2.03 and 2.04 of my Trust Agreement read as follows:

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2.04. Amendment. The Grantor alone reserves the right to amend this agreement in whole or part at any time by an instrument in writing, signed by the Grantor, acknowledged before a notary public and delivered to the Trustee. No amendment shall increase the duties, obligations or responsibilities of the Trustee without said Trustee's consent.

IN WITNESS WHEREOF, CHARLES J. NUNES, JR., as Grantor and as Trustee, has signed this trust agreement on this 7th day of May, 1990.




CHARLES J. NUNES, JR.
Grantor and Trustee

SW
MP

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

On this 7TH day of MAY, 1990, before me personally appeared CHARLES J. NUNES, JR., also known as CHARLES JAMES NUNES, JR., as Grantor and as Trustee, to me known to be the person described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed as such Grantor and Trustee.

LS



Notary Public, State of Hawaii
My Commission Expires: 4-12-93