

COUNCIL OF THE COUNTY OF MAUI
LAND USE COMMITTEE

July 15, 2016

Committee
Report No. _____

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

Chair and Members:

Your Land Use Committee, having met on June 17, 2015, July 1, 2015, and December 16, 2015, makes reference to County Communication 14-311, from the Planning Director, transmitting the following:

1. A proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 2641 (1998), KIHAI-MAKENA COMMUNITY PLAN AND LAND USE MAP, FROM PROJECT DISTRICT 6 (R & T PARK), PUBLIC/QUASI-PUBLIC, AND AGRICULTURE TO MAUI RESEARCH & TECHNOLOGY PARK FOR PROPERTY SITUATED AT KIHAI, MAUI, HAWAII."

The purpose of the proposed bill is to grant a request from the Planning Director, on behalf of Maui R&T Partners, LLC, to amend the Kihei-Makena Community Plan and Land Use Map from Project District 6 (R & T Park), Public/Quasi-Public, and Agriculture to Maui Research & Technology Park for 406.009 acres located mauka of Piilani Highway and adjacent to Lipoa Parkway in Kihei, Maui, Hawaii.

2. A proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING TITLE 19, MAUI COUNTY CODE, TO ESTABLISH A NEW CHAPTER 19.38, MAUI COUNTY CODE, FOR MAUI RESEARCH & TECHNOLOGY PARK SITUATED IN KIHAI, MAUI, HAWAII."

The purpose of the proposed bill is to establish the Maui Research & Technology Park District in the Comprehensive Zoning Ordinance, with the stated intent of creating "opportunities for a broader range of desirable knowledge

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based and emerging industries" and providing "diverse housing options."

3. A proposed bill entitled "A BILL FOR AN ORDINANCE TO CHANGE ZONING FROM KIHEI RESEARCH AND TECHNOLOGY PARK DISTRICT AND AGRICULTURAL DISTRICT TO MAUI RESEARCH & TECHNOLOGY PARK DISTRICT (CONDITIONAL ZONING) FOR PROPERTY SITUATED AT KIHEI, MAUI, HAWAII."

The purpose of the proposed bill is to grant a Change in Zoning for the subject property to Maui Research & Technology Park District, subject to a condition of zoning requiring copies of annual reports to the State Land Use Commission be provided to the Department of Planning.

Your Committee notes portions of the subject property are owned by separate entities, all of which are represented by Maui R&T Partners, LLC for purposes of these proposed land use changes. Maui R&T Partners, LLC currently manages the Maui Research and Technology Park and is responsible for the project.

The subject property has an Urban State Land Use District classification and is within the Maui Island Plan Urban Growth Boundary. Portions of the subject property are designated Project District 6 (R & T Park), Public/Quasi-Public, and Agriculture in the Kihei-Makena Community Plan; and portions are zoned Kihei Research and Technology Park District, and Agricultural District.

Your Committee further notes Maui R&T Partners, LLC proposes to transform the existing and operational Maui Research and Technology Park located on 150 acres into a multi-use project consisting of a total of 406 acres. The project would incorporate 250 acres of agricultural land reclassified by the State Land Use Commission from the State Agricultural District to the State Urban District. The project would include an employment core, "knowledge industry" expansion, a mixed-

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use village center, residential areas, and a network of open space and parks.

According to the proposed bill to establish the Maui Research and Technology Park District in the Maui County Code, no more than 1,250 dwellings or dwelling units, including accessory dwelling units, and no more than 500 hotel rooms may be developed. Up to 2,000,000 square feet of new non-residential build-up area would be permitted, with a maximum total general merchandising build-up area of 100,000 square feet, excluding hotels, eating and drinking establishments, and home-based businesses. The proposed bill also sets acreage allocations for districts within the Park.

The State Land Use Commission's Decisions and Orders to amend the State Land Use District classification for the subject property, filed in November 2013, include conditions of approval to mitigate potential impacts of the construction, build-out, and operations phases of the project. They also state the project is expected to be substantially completed within 20 years of Land Use Commission approval, with backbone infrastructure expected to be completed within 13 years.

The Department of Planning's report to the Maui Planning Commission states Phase 1 of the project will include approximately 750 residential units and 700,000 square feet of commercial and industrial floor area, while Phase 2 is expected to include approximately 500 residential units and 1,300,000 square feet of commercial and industrial floor area. Phase 1 is anticipated to be completed in 2024, while Phase 2 is anticipated to be completed in 2034.

The Planning Director informed your Committee the proposed project and related bill to establish the Maui Research & Technology Park District are based on "form-based" code principles intended to enhance flexibility in the design of the project. According to the Department of Planning's report, "form-based" code is a means to regulate development to achieve a specific urban form. Regulations and standards in form-based codes, presented in both diagrams and words, are keyed to a

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controlling plan that designates the appropriate form and scale of development.

Your Committee recommended conditions be added to the Change in Zoning bill related to traffic improvements, preservation of archaeological sites and traditional beach and mountain access trails, the development of 100 residential workforce housing units for rent, and submittal of annual reports on compliance with conditions of zoning.

After an initial recommendation was made by your Committee, Maui R&T Partners, LLC informed your Committee three landowners wished to withdraw from the project rather than sign the required unilateral agreement binding them to perform conditions of zoning attached to the project. Maui R&T Partners, LLC requested the proposed bills be revised to delete the four parcels associated with the three landowners, totaling approximately 16 acres. The project area was thereby reduced from 406.009 acres to 390.104 acres, a reduction of 3.9 percent of the total area.

Your Committee notes the Deputy Planning Director stated the changes to the project did not materially affect it and the project remained in substantial compliance with the plans reviewed by the Department. The Department transmitted revised Change in Zoning and Community Plan Amendment maps reflecting the reduced project area.

Your Committee voted 6-0 to recommend passage of the revised proposed bills on first reading and filing of the communication. Committee Chair Carroll, Vice-Chair Victorino, and members Cochran, Couch, Crivello, and Guzman voted "aye." Committee member Baisa was excused.

Your Committee is in receipt of revised proposed bills incorporating your Committee's revisions and nonsubstantive revisions.

Your Committee is also in receipt of an agreement, entitled "Unilateral Agreement and Declaration for Conditional Zoning," executed

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by the respective landowners, and approved as to form and legality by the Department of the Corporation Counsel.

Your Land Use Committee RECOMMENDS the following:

1. That Bill _____ (2016), as revised herein and attached hereto, entitled "A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 2641 (1998), KIHEI-MAKENA COMMUNITY PLAN AND LAND USE MAP, FROM PROJECT DISTRICT 6 (R & T PARK), PUBLIC/QUASI-PUBLIC, AND AGRICULTURE TO MAUI RESEARCH & TECHNOLOGY PARK FOR PROPERTY SITUATED AT KIHEI, MAUI, HAWAII," be PASSED ON FIRST READING and be ORDERED TO PRINT;
2. That Bill _____ (2016), as revised herein and attached hereto, entitled "A BILL FOR AN ORDINANCE AMENDING TITLE 19, MAUI COUNTY CODE, TO ESTABLISH A NEW CHAPTER 19.38, MAUI COUNTY CODE, FOR MAUI RESEARCH & TECHNOLOGY PARK SITUATED IN KIHEI, MAUI, HAWAII," be PASSED ON FIRST READING and be ORDERED TO PRINT;
3. That Bill _____ (2016), as revised herein and attached hereto, entitled "A BILL FOR AN ORDINANCE TO CHANGE ZONING FROM KIHEI RESEARCH AND TECHNOLOGY PARK DISTRICT AND AGRICULTURAL DISTRICT TO MAUI RESEARCH & TECHNOLOGY PARK DISTRICT (CONDITIONAL ZONING) FOR PROPERTY SITUATED AT KIHEI, MAUI, HAWAII," be PASSED ON FIRST READING and be ORDERED TO PRINT;
4. That the County Clerk RECORD the unilateral agreement;
and
5. That County Communication 14-311 be FILED.

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



ROBERT CARROLL, Chair

lu:cr:16004aa:scj

ORDINANCE NO. _____

BILL NO. _____(2016)

A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 2641 (1998),
KIHEI-MAKENA COMMUNITY PLAN AND LAND USE MAP,
FROM PROJECT DISTRICT 6 (R & T PARK), PUBLIC/QUASI-PUBLIC,
AND AGRICULTURE TO MAUI RESEARCH & TECHNOLOGY PARK
FOR PROPERTY SITUATED AT KIHEI, MAUI, HAWAII

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

SECTION 1. Pursuant to Chapter 2.80B, Maui County Code, the Kihei-Makena Community Plan and Land Use Map is hereby amended for certain parcels of land situated at Kihei, Maui, Hawaii, identified in Table 1, comprising approximately 390.104 acres, and more particularly described in Exhibit "A," which is attached hereto and made a part hereof, as shown in Community Plan Map No. CP-539, which is on file in the Office of the County Clerk of the County of Maui, and by reference made a part hereof.

Table 1

COMMUNITY PLAN AMENDMENT			
TMK	From	To	Acres
(2) 2-2-024:003, (2) 2-2-024:005, (2) 2-2-024:007, (2) 2-2-024:008, (2) 2-2-024:009, (2) 2-2-024:014, (2) 2-2-024:015, (2) 2-2-024:016, (2) 2-2-024:032, (2) 2-2-024:034, (2) 2-2-024:037, (2) 2-2-024:038, (2) 2-2-024:039, (2) 2-2-024:041, (2) 2-2-024:042, (2) 2-2-024:043, (2) 2-2-024:044, (2) 2-2-024:045, (2) 2-2-024:046, (2) 2-2-002:085	Project District 6 (R & T Park)	Maui Research & Technology Park	343.231
(2) 2-2-024:017	Public/Quasi -Public	Maui Research & Technology Park	39.018
(2) 2-2-024:018	Agriculture	Maui Research & Technology Park	7.855
Total			390.104

SECTION 2. Part III.C.2. of the Kihei-Makena Community Plan, adopted by Ordinance No. 2641 (1998), relating to Project District 6 (R & T Park), is amended to read as follows:

"PROJECT DISTRICT 6 (R & T Park) [385] 41.769 acres

The research and technology park project district is located *mauka* of Pi'ilani Highway [between Waipuilani Gulch and Keokea Stream.] and defined as tax map keys (2) 2-2-024:001, (2) 2-2-024:002, (2) 2-2-024:004, (2) 2-2-024:030, (2) 2-2-024:031, (2) 2-2-024:036, and (2) 2-2-024:040.

The objective of the project district is to encourage the development of non-polluting research and technology on individual 1 to 5-acre sites planned and built in accordance with specific standards and guidelines as established by an appropriate county zoning ordinance. Design guidelines should encourage low-rise, low-density developments with ample setbacks and open space, underground utilities, and architectural and signage controls in accordance with the park's theme."

SECTION 3. Part V.A. of the Kihei-Makena Community Plan, adopted by Ordinance No. 2641, relating to Land Use Map, Land Use Categories and Definitions, is amended by inserting the following entry to be placed at the end of the list of Land Use Categories and Definitions, to read as follows:

"MAUI RESEARCH & TECHNOLOGY PARK (MRTP) 390.104 acres

The following description and planning standards are provided in Chapter 8, Directed Growth Plan of the Maui Island Plan, adopted December 2012.

Maui Research & Technology Park

The MRTP was the vision of a core group of community leaders in the early 1980s who sought to diversify the economic and employment base on Maui beyond tourism and agriculture. Today, the MRTP is home to a diverse range of companies and government projects that together employ approximately 400 persons in high-technology and related industries. The MRTP is envisioned to continue to be a major employment generator for Maui. The Park's mission of job creation and diversification of the island's economy remains one of vital importance.

Planned Growth Area Rationale

Since the opening of the MRTP, experts in the field of economic development have gained a better understanding of innovation clusters and the needs of knowledge workers and businesses. Technology businesses thrive in areas of diversity and activity. A diversity of businesses and workers, and the availability of a variety of commercial and industrial spaces, enhance the viability and success of individual businesses. The intent of the MRTP planned growth area is to create opportunities for a broader range of desirable knowledge-based and emerging industries,¹ which will provide high-skilled and well-paying jobs for Maui residents.

As the MRTP develops, it should utilize the principles of new urbanism, smart growth, and the Association of University Research Park's "Power of Place" study to create a community of innovation. This includes providing diverse housing options within close proximity of the MRTP's employment, and integrating neighborhood-serving retail, civic, and commercial uses in a manner that encourages bicycling, walking, and public transport. The growth area may also include exhibit halls and meeting space to support the development of the research and technology sector, and to serve the broader needs of South and Central Maui. Build-out of the MRTP should be coordinated with the development of the neighboring Kihei Mauka planned growth area to ensure efficient intra- and inter-regional transportation connectivity for both motorized and non-motorized transportation. The MRTP should also develop pedestrian and bicycle linkages between the future Kihei High School and the core commercial and civic uses within Central Kihei."

SECTION 4. Material to be repealed is bracketed. New material is underscored. In printing this bill, the County Clerk need not include the brackets, the bracketed material, or the underscoring.

¹ Industries characterized by highly-skilled workers in fields such as science and research, biotechnology, clean technology, information technology, disaster mitigation, education, healthcare and medicine, media production as well as other industries supported in the Emerging Sector's Supplement, Chapter 4, Maui Island Plan.

SECTION 5. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read 'J. Oana', written over a horizontal line.

JENNIFER OANA
Deputy Corporation Counsel
County of Maui

lu:misc:004acpabill01a

Maui Research & Technology Park District

Land situated on the easterly side of Piilani Highway, Federal Aid Project Number RF-031-1(5), at Waiohuli-Keokea, Makawao, Kula (Kihei), Maui, Hawaii

Being a portion of Grant 9325, Apana 1 to Haleakala Ranch Company

Beginning at a point at the northwesterly corner of this land, being also the northwesterly corner of Lot 3-F of Haleakala Greens Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KALI" being 10,267.07 feet North and 20,573.46 feet West and running by azimuths measured clockwise from True South:

1. 266° 30' 150.00 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
2. 293° 00' 410.00 feet along same to a point;
3. 291° 30' 350.00 feet along same to a point;
4. 286° 00' 850.00 feet along same to a point;
5. 301° 30' 650.00 feet along same to a point;
6. 283° 15' 270.00 feet along same to a point;
7. 42° 37' 15" 411.97 feet along Lot 3-C-2 of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
8. 351° 00' 173.44 feet along same to a point;
9. 321° 00' 174.23 feet along same to a point;
10. 284° 00' 97.63 feet along same to a point;

EXHIBIT 44

11. 226° 00' 113.25 feet along same to a point;
12. 246° 00' 216.19 feet along same to a point;
13. 226° 00' 104.08 feet along same to a point;
14. 174° 00' 133.43 feet along same to a point;
15. 154° 00' 180.12 feet along same to a point;
16. 165° 35' 149.98 feet along same to a point;
17. 255° 35' 618.14 feet along Lot 2-B-1 of Anawio
Subdivision, being also along the
remainder of Grant 9325, Apana 1
to Haleakala Ranch Company to a
point;
18. 252° 15' 1,569.53 feet along same to a point;
19. 289° 28' 1,013.85 feet along same to a point;
20. 313° 36' 250.68 feet along same to a point;
21. 327° 52' 140.72 feet along same to a point;
22. 301° 45' 162.86 feet along same to a point;
23. 27° 26' 3,394.12 feet along same to a point;
24. Thence along Lot 2-B-1 of Anawio Subdivision, being also along the
remainder of Grant 9325, Apana 1
to Haleakala Ranch Company on a
curve to the left, with the point
of curvature azimuth from the
radial point being:
205° 18', and the point of
tangency azimuth from the radial
point being:
192° 00', having a radius of
3,350.00 feet, the chord azimuth
and distance being:
108° 39' 775.89 feet to a point;

25. 102° 00' 48.76 feet along same to a point;
26. 9° 07' 30" 2,680.65 feet along Lots 2-B-3 and 2-B-1 of Anawio Subdivision and Lot 3-A-1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
27. 80° 58' 10" 1,410.00 feet along Lot 3-E-2 of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
28. 350° 30' 699.93 feet along same to a point;
29. 298° 30' 84.00 feet along same to a point;
30. 76° 15' 249.57 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
31. 188° 00' 275.00 feet along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
32. 170° 30' 920.00 feet along same to a point;
33. 156° 07' 760.00 feet along Lots 2-A and 2-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
34. 168° 25' 590.00 feet along Lot 2-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;

35. 198° 45' 515.00 feet along same to a point;
36. 181° 25' 469.77 feet along Lots 2-B and 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
37. 256° 55' 517.80 feet along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
38. 198° 30' 91.14 feet along same to a point;
39. 285° 30' 395.25 feet along Lot 1 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) to a point;
40. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 97° 15' 34", and the point of tangency azimuth from the radial point being: 107° 00', having a radius of 1,177.00 feet, the chord azimuth and distance being: 192° 07' 47" 199.85 feet to a point;
41. 197° 00' 74.63 feet along same to a point;
42. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being: 287° 00', and the point of tangency azimuth from the radial point being: 196° 50' 09.5", having a radius of 30.00 feet, the chord azimuth and distance being: 151° 55' 04.75" 42.49 feet to a point;

43. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
16° 50' 09.5", and the point of tangency azimuth from the radial point being:
18° 30', having a radius of 10,075.00 feet, the chord azimuth and distance being:
107° 40' 04.75" 292.60 feet to a point;
44. 108° 30' 334.19 feet along Lot 1 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) and Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
45. Thence along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being:
198° 30', and the point of tangency azimuth from the radial point being:
144° 25', having a radius of 921.94 feet, the chord azimuth and distance being:
81° 27' 30" 838.30 feet to a point;

46. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
 324° 25', and the point of tangency azimuth from the radial point being:
 350° 36' 30", having a radius of 1,375.00 feet, the chord azimuth and distance being:
 67° 30' 45" 623.10 feet to a point;
47. 80° 36' 30" 37.58 feet along same to a point;
48. 350° 36' 30" 100.00 feet along same to a point;
49. 35° 36' 30" 183.85 feet along same to a point;
50. 170° 36' 30" 458.05 feet along the easterly side of Piilani Highway, F.A.P. No. RF-031-1(5) to a point;
51. 80° 36' 30" 5.00 feet along same to a point;
52. 170° 36' 30" 156.95 feet along same to a point;
53. 305° 36' 30" 190.92 feet along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
54. 350° 36' 30" 100.00 feet along same to a point;
55. 260° 36' 30" 37.58 feet along same to a point;

56. Thence along Lots 1-A and 1-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being:
 350° 36' 30", and the point of tangency azimuth from the radial point being:
 324° 25', having a radius of 1,225.00 feet, the chord azimuth and distance being:
 247° 30' 45" 555.12 feet to a point;
57. Thence along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the right, with the point of curvature azimuth from the radial point being:
 144° 25', and the point of tangency azimuth from the radial point being:
 198° 30', having a radius of 1,071.94 feet, the chord azimuth and distance being:
 261° 27' 30" 974.69 feet to a point;
58. 288° 30' 287.03 feet along same to a point;
59. 198° 30' 375.12 feet along same to a point;
60. 293° 00' 364.17 feet along Lot 13-A-1 of Maui Research & Technology Park - Phase I / Increment I, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;

61. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
114° 40' 50", and the point of tangency azimuth from the radial point being:
115° 30', having a radius of 682.00 feet, the chord azimuth and distance being:
205° 05' 25" 9.75 feet to a point;
62. 205° 30' 103.62 feet along same to a point;
63. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
115° 30', and the point of tangency azimuth from the radial point being:
136° 11' 02", having a radius of 333.08 feet, the chord azimuth and distance being:
215° 50' 31" 119.59 feet to a point;
64. 115° 38' 385.50 feet along same to a point;
65. 62° 46' 157.74 feet along same to a point;
66. 152° 46' 363.03 feet along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
67. 180° 21' 1,180.00 feet along same to a point;
68. 83° 00' 585.00 feet along same to a point;
69. 102° 25' 640.00 feet along same to a point;
70. 125° 30' 800.00 feet along same to a point;

71. 160° 00'

815.00 feet along same to the point of beginning and containing a GROSS AREA of 400.218 Acres and a NET AREA of 390.104 Acres after excluding therefrom the following listed Exclusions:

EXCLUSIONS:

- | | | |
|----|--|-------------|
| 1. | All of Lot 2 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) | 5.145 Acres |
| 2. | All of Lot 4 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) | 2.676 Acres |
| 3. | All of Lot 4 of Maui Research and Technology Park Phase I / Increment I-A (File Plan 2461) | 2.293 Acres |

TOTAL AREA OF EXCLUSIONS 10.114 Acres



A handwritten signature in black ink, appearing to read "Darren T. Unemori", written over a horizontal line.

Licensed Professional Land Surveyor
Certificate No. 10008

November 18, 2015

Note: This metes and bounds description has been prepared for Change in Zoning and Community Plan Amendment purposes only.

v:\projdata\08proj\08028 (maui r&c park - master plan)\survey\desc-change in zoning_rev02.docx

ORDINANCE NO. _____

BILL NO. _____ (2016)

A BILL FOR AN ORDINANCE AMENDING TITLE 19, MAUI COUNTY CODE, TO
ESTABLISH A NEW CHAPTER 19.38, MAUI COUNTY CODE, FOR
MAUI RESEARCH & TECHNOLOGY PARK SITUATED IN KIHAI, MAUI, HAWAII

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

SECTION 1. Title 19, Maui County Code, is amended by adding a new chapter to be
appropriately designated and to read as follows:

"Chapter 19.38

MAUI RESEARCH & TECHNOLOGY PARK DISTRICT

Sections:

- | | |
|------------------|--|
| 19.38.010 | Purpose and intent. |
| 19.38.020 | Definitions. |
| 19.38.030 | Acreage allocations. |
| 19.38.040 | Controlling plan. |
| 19.38.050 | Districts. |
| 19.38.060 | Permitted and accessory uses by district. |
| 19.38.070 | Lot types by district. |
| 19.38.080 | Development standards. |
| 19.38.090 | Additional standards for all districts. |

19.38.010 Purpose and intent. The purpose and intent of these standards is to create opportunities for a broader range of desirable knowledge based and emerging industries, which will provide highly-skilled and well-paying jobs for Maui residents. As the Maui Research & Technology Park district develops it should utilize the principles of new urbanism and smart growth to create a community of innovation. This includes providing diverse housing options within close proximity of Maui Research & Technology Park employment and the integrating neighborhood-serving retail, civic, and commercial uses in a manner that will encourage bicycling, walking, and public transportation.

19.38.020 Definitions. The following definitions shall apply to this chapter. Terms not defined below shall have the meanings set forth in section 19.04.040 of this title:

"Dormitory" means a building or group of buildings with group living quarters for a student body or other group associated with educational institution use.

"Dwelling, four-plex" means an apartment house consisting of only four dwelling units designed exclusively for occupancy by four families living independently of each other.

"Dwelling, townhome" means a dwelling sharing a common sidewall with another single family dwelling of similar building type, typically arranged in a row.

"Dwelling, tri-plex" means an apartment house consisting of only three dwelling units designed exclusively for occupancy by three families living independently of each other.

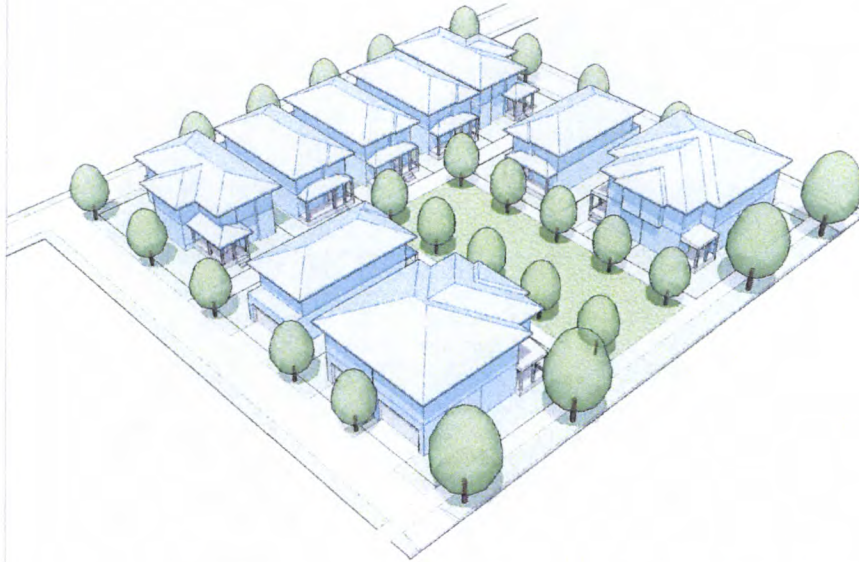
"Education" means an organization or facility that offers educational curriculum or instruction including, but not limited to, kindergartens; elementary, intermediate, and high schools; colleges; universities; and trade, vocational, language, and art schools.

"Flex space" means unfinished building space suitable for combined residential, commercial, and light industrial uses.

"Floor area ratio" means the ratio of gross building floor area to the land area of the lot. The gross floor area includes the floor area of all covered structures on a lot excluding accessory covered parking facilities and covered solar/energy parking facilities.

"Green court" means an arrangement of dwellings around a central green space. The green space is bounded on at least two sides by dwellings and opens onto a street. Individual home lots are relatively compact, with most open area in the shared green space. House lots may include a mix of single family detached dwellings, single family attached dwellings, and multi-family dwellings.

Example of green court configuration:



"Home-based business – Maui Research & Technology Park" means an enterprise or activity, conducted by the occupant of the dwelling unit that involves either the growing, processing, or manufacturing of product, or the provision of services, for consideration and profit. Home-based businesses with the Maui Research & Technology Park are subject to the following standards:

1. No more than two employees, other than residents of the dwelling unit, shall be employed by the home occupation.
2. No more than forty percent of the floor area of the dwelling unit shall be used by the home occupation.
3. Group instruction classes or group sales meetings shall not include more than four persons, excluding employees of the home occupation.
4. Retail sales shall be limited to products produced by the home-based business.
5. Signs to advertise the home occupation shall be no larger than four square feet and shall be attached to the dwelling unit.
6. Deliveries and pickups by package services must be done with residential common carriers (including but not limited to the United States Postal Service, United Parcel Service, and Federal Express).
7. All goods, samples, materials, or objects used by the home-based business shall be stored within the dwelling unit, a garage, or an accessory structure.
8. The home-based business shall not negatively impact the residential character of the property or neighborhood.
9. The following activities shall be prohibited:
 - a. Harboring, caring, training, or raising dogs, cats, birds, horses, or other animals;

b. The repair of automobiles and other vehicles with internal combustion engines shall be restricted to no more than two at any time;

c. Baseyards. For the purpose of this section, "baseyards" means anywhere on a property that has a home-based business where vehicles not in service are stored; and

d. The repair, manufacturing, processing, or alteration of goods, materials, or objects that results in a detrimental effect or nuisance upon neighbors.

"Knowledge industry" means industries characterized by highly-skilled workers in professional, scientific, and technical services establishments that specialize in performing professional, scientific, and technical activities. Knowledge industries are supported by employees who work primarily with information or who develop and use knowledge in the workplace. Knowledge industry includes a broad spectrum of uses including, but not limited to, biotechnology; computer sciences; manufacturing, assembly, testing, and repair of electrical, electromechanical, and optical components, devices, equipment, and systems; multimedia and art production; pharmaceutical, biological, medical, and agricultural research and production; research, development, testing, and demonstration laboratories and facilities; technology museum and exhibition space; telecommunication and information service centers; and other similar uses and facilities.

"Light industrial and manufacturing" means enclosed facilities for the production or assembly of products involving limited or minor emissions of odor, fumes, noise, vibrations, heat, glare, or electrical interference to the exterior. Light industrial and manufacturing uses are technology or innovation oriented, such as, but not limited to, laboratories, machine shops, and craft industries.

"Lot line, front" or "front lot line" means a line separating the lot from the primary street as identified by the design guidelines.

"Maui Research & Technology Park district" means land specifically designated and zoned for the permitted uses set forth hereinafter in section 19.38.060.

"Office over retail" means a combined use building with office above and ground-floor retail use, including eating and drinking establishments.

"Office/research and development" means an office building used for knowledge and research-based commercial employment or business offices for other allowed uses.

"Professional and administrative offices" means businesses providing professional and administrative services, including, but not limited to accounting, bookkeeping, banking, architecture, design, engineering, advertising, legal representation, and administrative offices.

"Renewable energy systems" means energy production facilities including, but not limited to, solar, wind, hydrologic, and biomass systems.

"Residential over retail use" means a combined residential and retail use of a single-family, two-family, or multi-family dwelling, with a ground-floor retail use, including eating and drinking establishments.

19.38.050 Districts. A. Employment/campus district. The purpose of the employment/campus district is to allow for a broad mix of knowledge industry employment uses and incidental supportive uses and provide for a range of lot and building sizes. The district is characterized by small blocks, buildings built on front property lines, and ample pedestrian amenities. The purpose of lands identified as employment/campus in the controlling plan is to accommodate users requiring large contiguous parcels of developable land. Uses in the employment/campus district are predominantly knowledge industry employment uses. Incidental supportive retail, service, office, and civic uses are also allowed. Live/work businesses on flex space lots and housing associated with educational institutions constitute the only residential uses within the employment/campus district.

B. Mixed-use district. The mixed-use district is a flexible area containing space for incubating new businesses as well as supportive retail, office, civic uses, schools, open space, and residential uses. Neighborhood-serving retail uses, office, flex space, live/work, multi-family buildings with ground-floor retail, and a range of multi-family and single family residences provide for a mix of activity and 24-hour usage of the Maui Research & Technology Park. The mixed-use district is characterized by small blocks, buildings built on front property lines, ample pedestrian amenities and open space, and the district is within walking distance of the surrounding residential and employment/campus districts.

C. Residential district. The residential district accommodates the largest concentration of residential uses in the Maui Research & Technology Park. A mix of housing types is permitted and encouraged in the residential district including, but not limited to, single family detached, green court, townhome, duplex, tri-plex, four-plex, and apartment complexes. While the residential district is primarily residential in character, a mix of small neighborhood-serving retail uses, office, live/work, and civic uses, such as restaurants, grocery stores, offices, churches, libraries, recreational facilities, and day care centers is permitted. Residential districts are located within walking distance of the mixed-use district.

D. Civic district. The civic district is intended to allow for a concentration of institutional and civic uses within the Maui Research & Technology Park.

E. Open space/park district. The open space/park district is intended to provide areas for active and passive recreation, site drainage, water retention, and natural vegetation. Community centers and accessory park structures, such as pavilions, restrooms, play equipment, and utility buildings are the only structures allowed in the open space/park district.

19.38.060 Permitted and accessory uses by district.

Districts					Uses	Notes & Exceptions
Employment / Campus	Mixed -Use	Residential	Civic	Open Space / Park		
					Commercial / Service / Retail Use	
P	P	P	X	X	Eating and drinking establishments, including the brewing of beer, fermentation of wine and distillation of spirits	Excluding nightclubs in the residential district
X	P	X	X	X	Gasoline retailing, provided that it is owned and operated as an adjunct neighborhood store and, provided further, that no servicing, repairing, storing, or maintenance of vehicles will be permitted on the premises	
P	P	P	X	X	General merchandising	Maximum store size shall be as follows: 10,000 square feet in the employment/campus district; 20,000 square feet in the mixed-use district; and 5,000 square feet in the residential district
P	P	P	P	P	Greenhouses, flower and truck gardens, nurseries, community gardens, beekeeping, and other similar agricultural uses excluding animal and livestock raising	
P	P	X	X	X	Hotel	
P	P	P	X	X	Other similar business or service establishments that supply commodities or perform services primarily for residents of the surrounding neighborhood	Maximum store size shall be as follows: 10,000 square feet in the employment/campus district; 20,000 square feet in the mixed-use district; and 5,000 square feet in the residential district
P	P	P	X	X	Personal and business services	Maximum store size shall be as follows: 10,000 square feet in the employment/campus district; 20,000 square feet in the mixed-use district; and 5,000 square feet in the residential district
					Office / Professional Uses	
P	P	P	X	X	Knowledge industry	Maximum office/facility size shall be 5,000 square feet in the residential district
P	P	X	X	X	Light industrial and manufacturing, provided that such activity is enclosed within a building	
P	P	P	X	X	Medical center, minor	Maximum office/facility size shall be 5,000 square feet in the residential district
P	P	P	X	X	Professional and administrative offices and services	Maximum office/facility size shall be 5,000 square feet in the residential district
P = Permitted A = Accessory X = Prohibited						

Districts					Uses	Notes & Exceptions
Employment / Campus	Mixed -Use	Residential	Civic	Open Space / Park		
P	P	X	X	X	Storage, distribution, and warehouse facilities	
P	P	X	X	X	Veterinary clinics, including indoor boarding facilities associated with an established veterinary clinic	
					Public/Civic Uses	
P	P	P	P	P	Accessory park uses and structures, including, but not limited to, special events, pavilions, restrooms, play and outdoor exercise equipment, and utility buildings	
P	P	P	P	X	Assembly area	Excluding theaters, auditoriums, auctioneer establishments, and spectator sports arenas in the residential district
P	P	P	P	P	Community center	
P	P	P	P	X	Day care facility, provided that such facilities located in private homes are limited to six or fewer persons cared for	
P	P	P	P	X	Education	
P	P	X	P	X	Fire and police stations	
P	P	X	P	X	Government offices and services	
P	P	X	P	X	Medical center, major	
P	P	P	P	X	Offices for non-profit charitable organizations	Maximum office/facility size shall be 5,000 square feet in the residential district
P	P	P	P	P	Parks, playgrounds, trails, and other similar outdoor recreation uses	
P	P	A	P	A	Private or public parking lots or structures	Excluding parking structures and private lots in the open space/park district
P	P	P	P	P	Public utility substations	
P	P	P	P	X	Recreation, indoor	
P	P	P	P	P	Renewable energy systems	
P	P	P	P	P	Utility facility, minor	
					Residential Uses	
A	A	A	A	X	Accessory dwelling	Provided that such building(s) in the employment/campus and civic districts are associated with a permitted educational institution at the Maui Research & Technology Park and used to house staff, faculty, students and/or campus visitors of such educational institution
P = Permitted A = Accessory X = Prohibited						

Districts					Uses	Notes & Exceptions
Employment / Campus	Mixed -Use	Residential	Civic	Open Space / Park		
A	A	A	A	X	Dormitory, provided that such building(s) are associated with a permitted educational institution at the Maui Research & Technology Park and used to house staff, faculty, students, and/or campus visitors of such educational institution	
A	P	P	A	X	Dwelling, single family	Provided that such building(s) in the employment/campus and civic districts are associated with a permitted educational institution at the Maui Research & Technology Park and used to house staff, faculty, students, and/or campus visitors of such educational institution
A	P	P	A	X	Dwelling, townhome	Provided that such building(s) in the employment/campus and civic districts are associated with a permitted educational institution at the Maui Research & Technology Park and used to house staff, faculty, students, and/or campus visitors of such educational institution
A	P	P	A	X	Dwelling, two-family or duplex	Provided that such building(s) in the employment/campus and civic districts are associated with a permitted educational institution at the Maui Research & Technology Park and used to house staff, faculty, students, and/or campus visitors of such educational institution
A	P	P	A	X	Dwelling, multi-family	Provided that such building(s) in the employment/campus and civic districts are associated with a permitted educational institution at the Maui Research & Technology Park and used to house staff, faculty, students, and/or campus visitors of such educational institution
P	P	P	X	X	Home-based business – Maui Research & Technology Park	
X	P	P	X	X	Housing for low and moderate income families	
X	P	P	X	X	Housing for the aged	
P = Permitted A = Accessory X = Prohibited						

Districts					Uses	Notes & Exceptions
Employment / Campus	Mixed -Use	Residential	Civic	Open Space / Park		
P	P	P	X	X	Live/work mixed use	Including light industrial and manufacturing uses within the employment/campus and mixed-use districts on flex space lots only, provided that such activity is enclosed within a building. Light industrial and manufacturing uses are prohibited in the residential district.
					Other	
A	A	A	A	A	Fences, walls, patios, decks, and other landscape features	
A	A	A	A	A	Garages, porte-cochere, mailboxes, ground signs, and trash enclosures	
P	P	P	P	P	Other uses which are determined by the planning director as conforming to the intent of the Maui Research & Technology Park and the specific district for which the use is intended	
A	A	A	A	A	Other subordinate uses and structures which are determined by the planning director to be clearly incidental and customary to the permitted uses listed herein	
P = Permitted A = Accessory X = Prohibited						

19.38.070 Lot types by district. The following matrix establishes allowed lot types by districts.

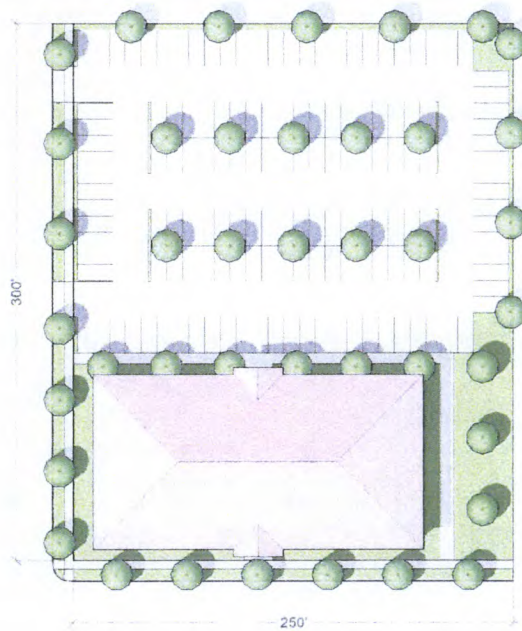
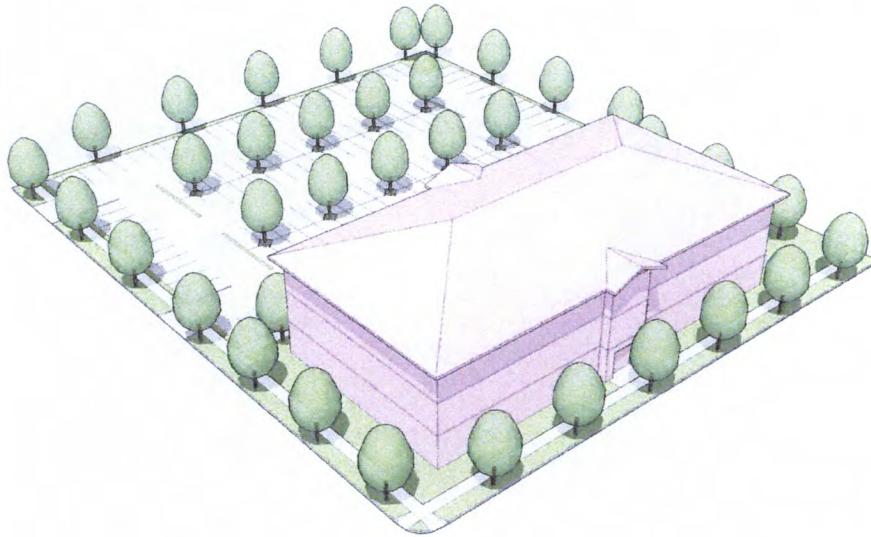
	Lot Types												
Districts	Office / Research & Development	Office Over Retail	Retail	Flex Space	Residential Over Retail	Multi-Family	Four-Plex	Tri-Plex	Townhome	Single Family Green Court	Single Family Small Lot	Single Family Large Lot	Civic / Public
Employment / Campus	•	•	•	•		•*	•*	•*	•*	•*	•*	•*	•
Mixed-Use	•	•	•	•	•	•	•	•	•		•	•	•
Residential			•	•	•	•	•	•	•	•	•	•	•
Civic						•*	•*	•*	•*	•*	•*	•*	•
Open Space / Park													•

*Residential lot types, except flex space, in the employment/campus and civic districts must be associated with a permitted educational institution at the Maui Research & Technology Park and used to house staff, faculty, students, and/or campus visitors of such educational institution.

19.38.080 Development standards. The following are established as the development standards for each lot type in the Maui Research & Technology Park. Lot-type diagrams are provided for each lot type for illustrative purposes only. The diagrams are examples and shall not restrict building form.

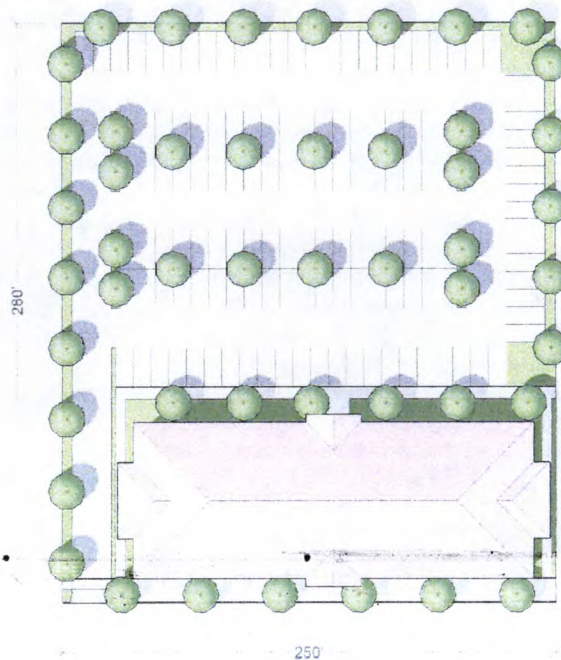
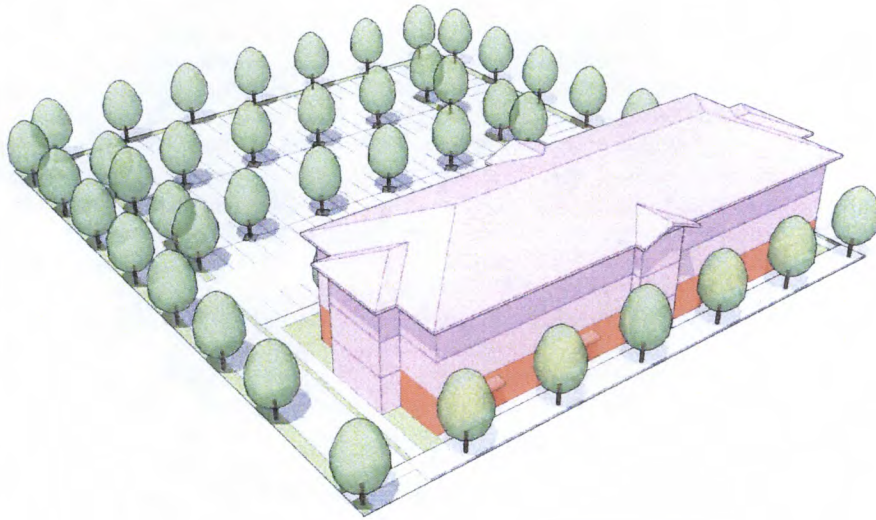
A. Office/research and development.

Lot Area (min)	FAR (net) (min/max)	Unit Size (min/max)	Building Height (max)	Density (net units/ac) (min/max)	Parking Access	Front Setback (min/max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
6,000 sf	.3 - 0.65	N/A	50 ft	N/A	Alley or side drive or secondary street	0 ft – 15 ft	5 ft	0 ft	60%



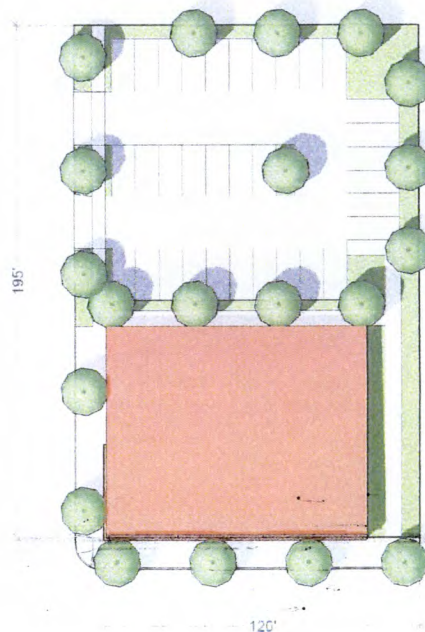
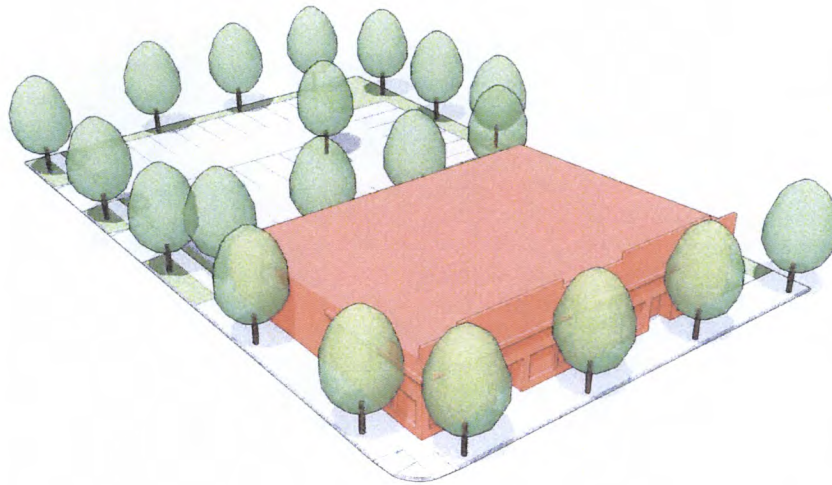
B. Office over retail.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
6,000 sf	0.5 – 0.65	N/A	50 ft	N/A	Alley or side drive or secondary street	0 ft – 15 ft	5 ft	0 ft	60%



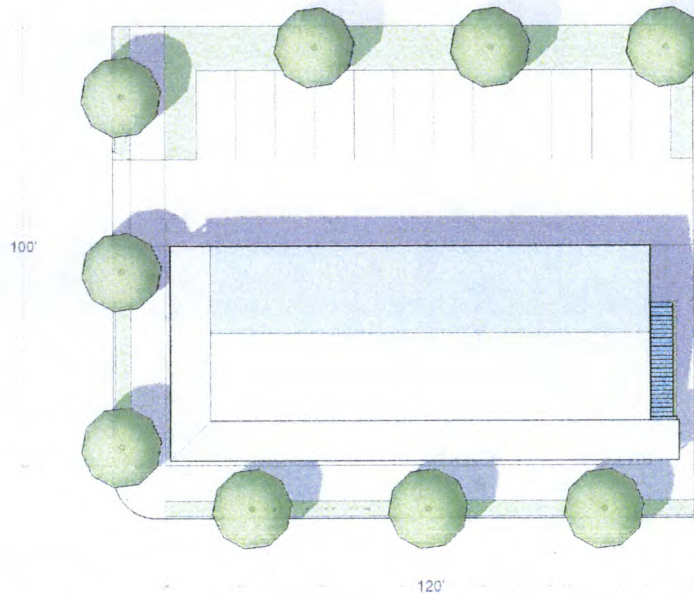
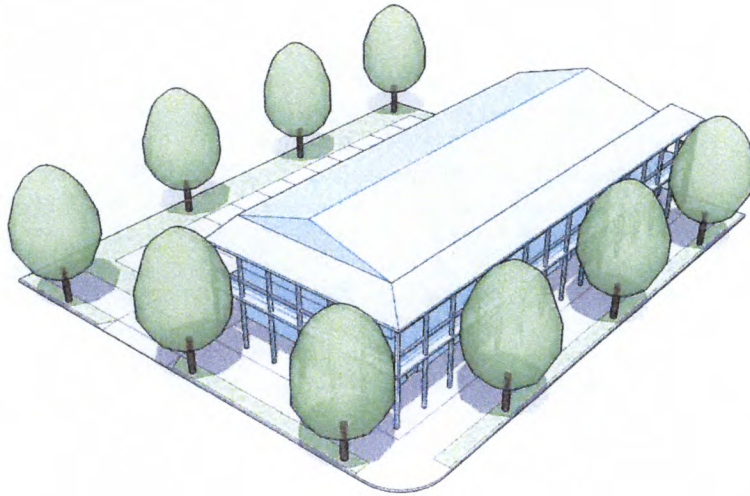
C. Retail.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
2,400 sf	0.3 – 0.4	N/A	40 ft	N/A	Alley or side drive or secondary street	0 ft – 10 ft	5 ft	0 ft	70%



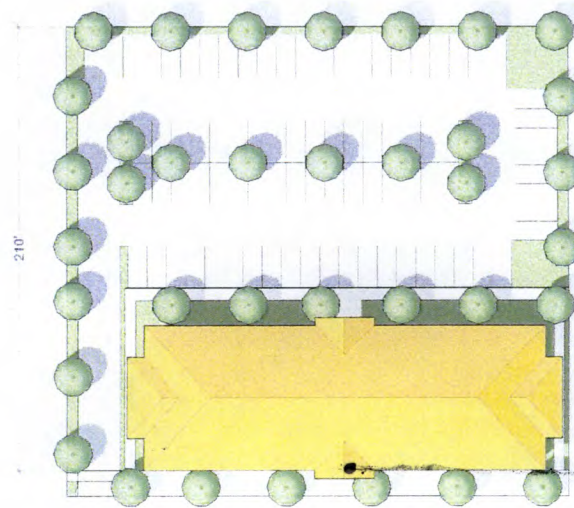
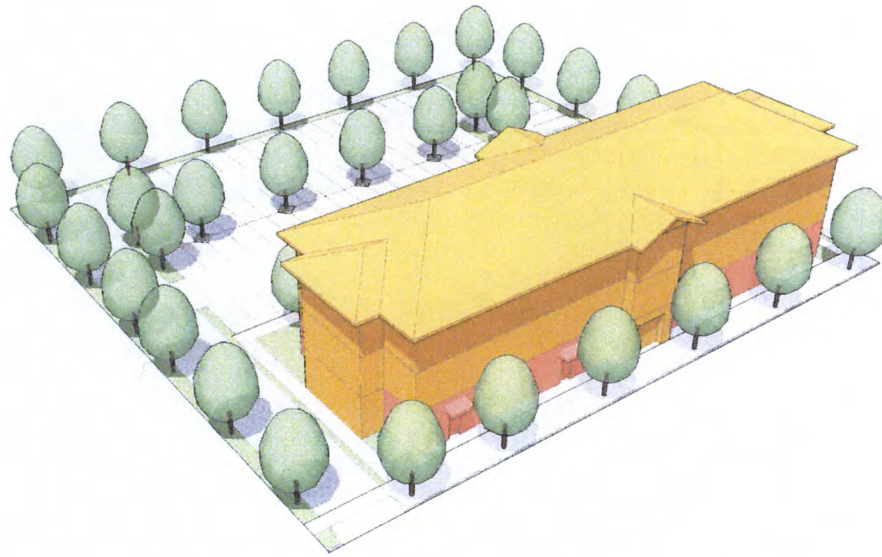
D. Flex space.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
1,800 sf	0.5 – 0.8	1,000 sf -2,000 sf	40 ft	15 – 20	Alley or secondary street	0 ft – 10 ft	5 ft	0 ft	80%



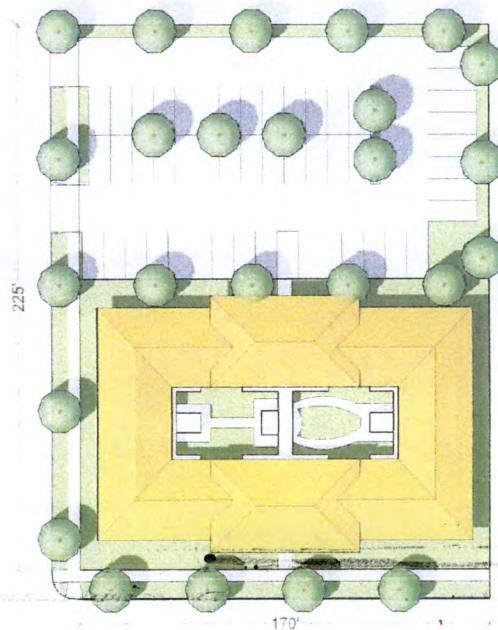
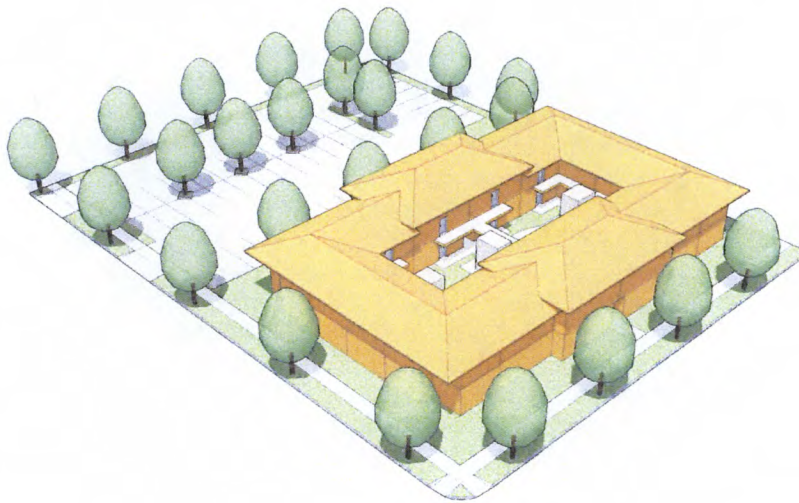
E. Residential over retail.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
6,000 sf	N/A	400 sf - 1,000 sf	50 ft	18 - 30	Alley or side drive or secondary street	0 ft - 10 ft	5 ft	0 ft	70%



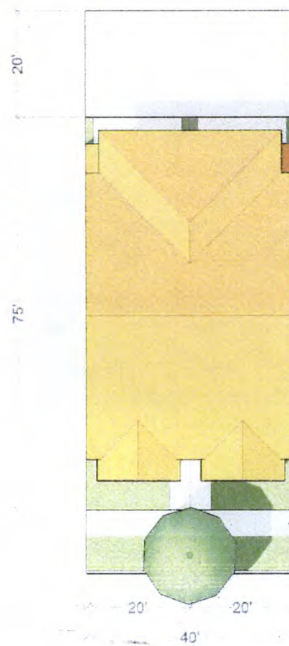
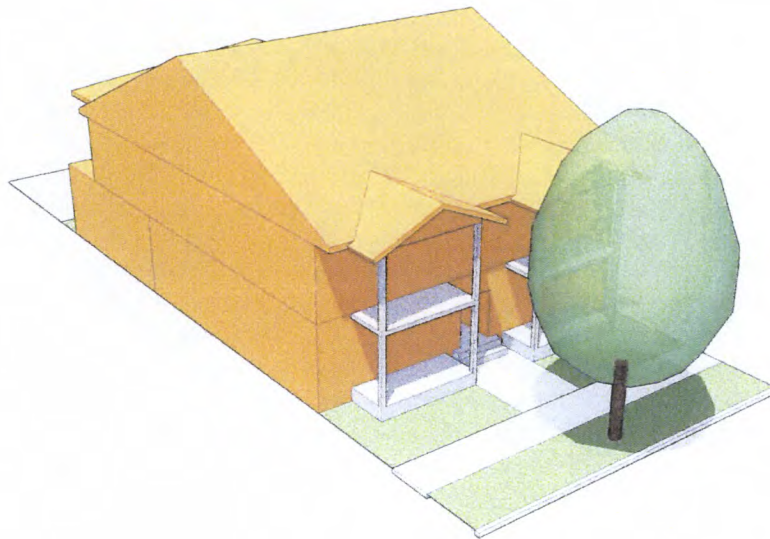
F. Multi-family.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
4,500 sf	N/A	400 sf - 1,000 sf	40 ft	28 - 40	Alley or side drive or secondary street	5 ft - 15 ft	5 ft	5 ft	70%



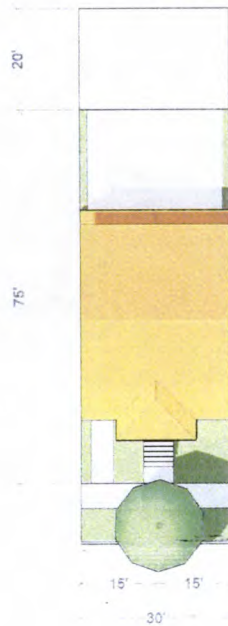
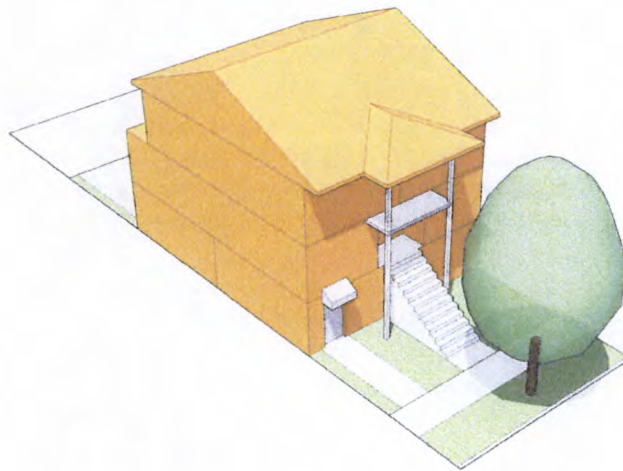
G. Four-plex.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
3,000 sf	N/A	500 sf - 1,100 sf	40 ft	40 - 60	Alley or secondary street (side of unit)	5 ft - 12 ft	5 ft	5 ft	70%



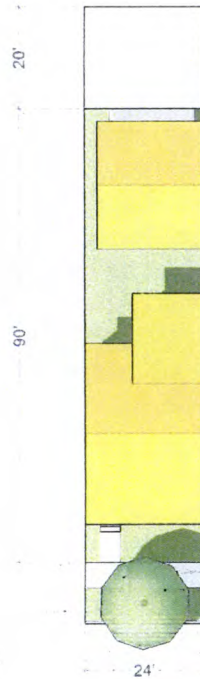
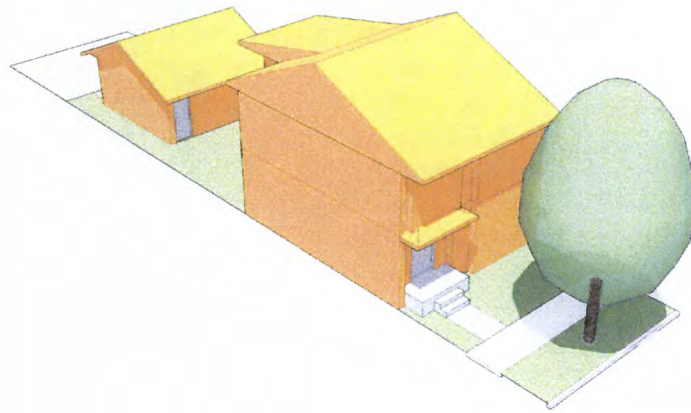
H. Tri-plex.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
2,200 sf	N/A	500 sf - 1,100 sf	40 ft	40 - 60	Alley or secondary street (side of unit)	5 ft - 12 ft	5 ft	5 ft	70%



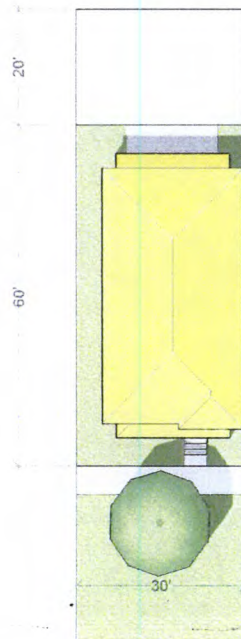
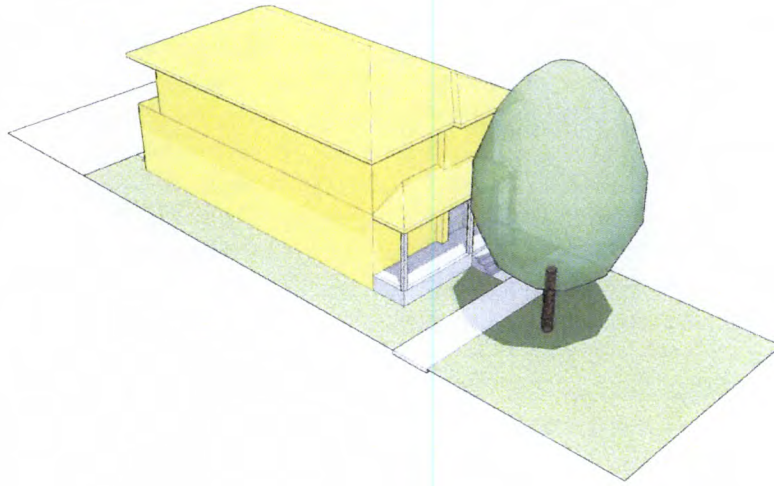
I. Townhome.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
1,100 sf	N/A	900 sf - 1,400 sf	40 ft	18 - 40	Alley or secondary street (side of unit)	5 ft - 11 ft	5 ft	0 ft	70%



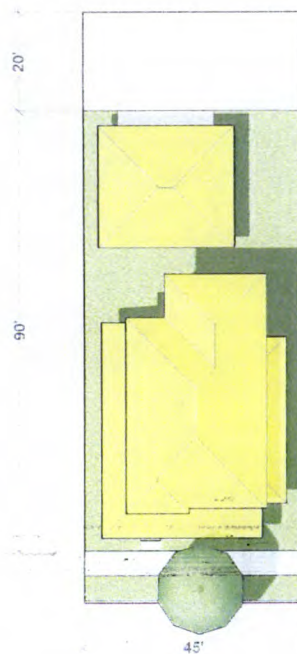
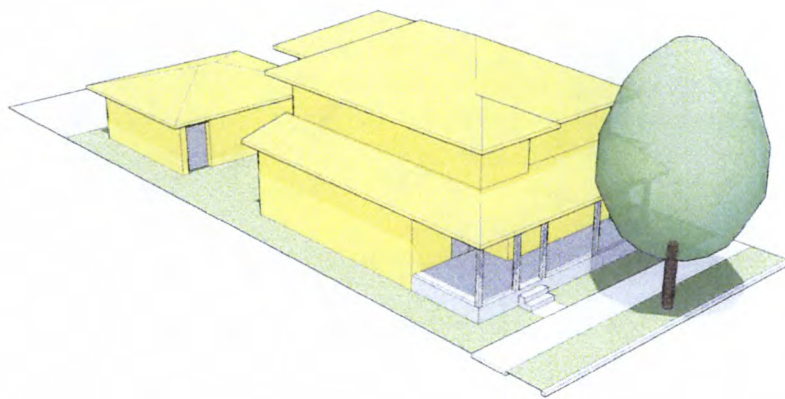
J. Single family green court.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
1,650 sf	N/A	800 sf - 1,400 sf	30 ft	n/a	Alley	5 ft - 10 ft	5 ft	5 ft	60%



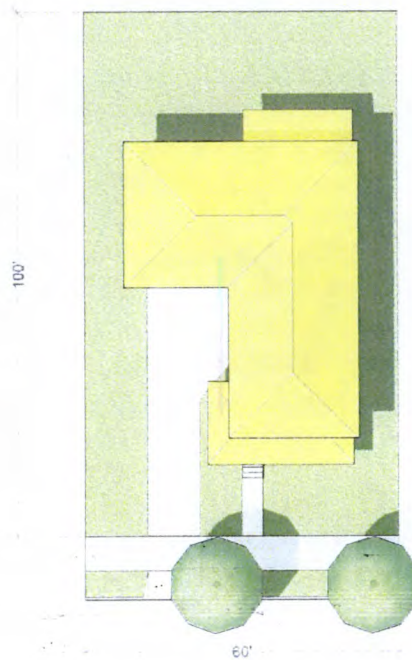
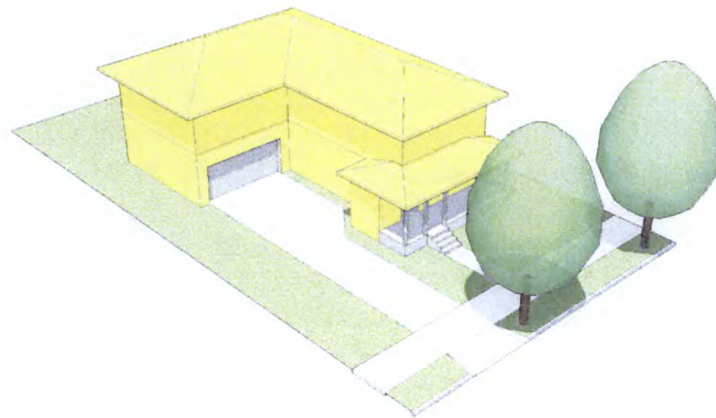
K. Single family small lot.

Lot Area (min/ max)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
3,600 sf -4,800 sf	N/A	1,200 sf -2,000 sf	30 ft	n/a	Alley or secondary street (side of unit)	5 ft – 10 ft	5 ft	0 ft	60%



L. Single family large lot.

Lot Area (min/ max)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
4,801 sf -7,250 sf	N/A	1,400 sf -2,800 sf	30ft	n/a	Alley or side drive or secondary street (side of unit)	5 ft – 15 ft	6 ft	6 ft	40%



M. Civic/public.

Lot Area (min)	FAR (net) (min/ max)	Unit Size (min/ max)	Building Height (max)	Density (net units/ ac) (min/ max)	Parking Access	Front Setback (min/ max)	Rear Setback (min)	Side Setback (min)	Length of Primary Frontage Occupied (min)
5,000 sf	N/A	N/A	50 ft	N/A	Alley or side drive or secondary street	5 ft – 15 ft	5 ft	0 ft	50%

19.38.090 Additional standards for all districts. A. Development caps.

No more than 1,250 dwellings or dwelling units, including accessory dwelling units, shall be developed at the Maui Research & Technology Park. No more than 500 hotel rooms may be developed at the Maui Research & Technology Park. The maximum total new non-residential build-up area shall be 2,000,000 square feet, excluding the 180,000 square feet currently existing. The maximum total general merchandising build-up area shall be 100,000 square feet, excluding hotels, eating and drinking establishments, and home-based businesses. The maximum combined general merchandising and eating and drinking establishments build-up area per area for A, B, D, and E, as identified on the controlling plan, shall be 12,000 square feet.

B. Accessory dwellings. An accessory dwelling may be part of the main dwelling, attached to or above a garage, or a separate building on single family lots. The maximum gross floor area of an accessory dwelling shall be 600 square feet. An accessory dwelling shall have at least one separate entrance and shall not have an interior connection to the main dwelling. No more than one accessory dwelling shall be permitted on a single lot regardless of the size of the lot.

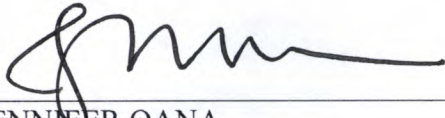
C. A dwelling or dwelling unit shall not be used for fractional ownership, as short-term rental home, transient vacation rental, time-share unit, or bed and breakfast home.

D. Height exceptions. Vent pipes, fans, chimneys, antennae, and equipment used for small scale energy systems on roofs shall not exceed 10 feet above the building structure.

E. Parking requirements. The compact mixed-use land use pattern within the Maui Research & Technology Park fosters more pedestrian and bicycle trips and less automobile trips than other more automobile dependent commercial districts in Maui County. Therefore, the provision in chapter 19.36A of this code shall not apply to the Maui Research & Technology Park."

SECTION 2. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read 'J. Oana', written over a horizontal line.

JENNIFER OANA
Deputy Corporation Counsel
County of Maui
004ach19.38bill01a (6-24)

ORDINANCE NO. _____

BILL NO. _____ (2016)

A BILL FOR AN ORDINANCE TO CHANGE ZONING FROM
KIHEI RESEARCH AND TECHNOLOGY PARK DISTRICT AND
AGRICULTURAL DISTRICT TO MAUI RESEARCH & TECHNOLOGY
PARK DISTRICT (CONDITIONAL ZONING)
FOR PROPERTY SITUATED AT KIHEI, MAUI, HAWAII

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

SECTION 1. Pursuant to Chapters 19.38 and 19.510, Maui County Code, change in zoning designations are hereby amended (Conditional Zoning) for certain parcels of land situated at Kihei, Maui, Hawaii, identified in Table 1, comprising approximately 390.104 acres, and more particularly described in Exhibit "A," which is attached hereto and made a part hereof, and in Land Zoning Map No. L-5121, which is on file in the Office of the County Clerk of the County of Maui, and by reference made a part hereof.

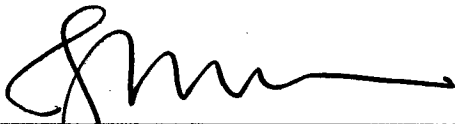
Table 1

CHANGE IN ZONING			
TMK	From	To	Acres
(2) 2-2-024:003, (2) 2-2-024:005, (2) 2-2-024:007, (2) 2-2-024:008, (2) 2-2-024:009, (2) 2-2-024:014, (2) 2-2-024:015, (2) 2-2-024:032, (2) 2-2-024:034, (2) 2-2-024:037, (2) 2-2-024:038, (2) 2-2-024:039, (2) 2-2-024:041, (2) 2-2-024:042, (2) 2-2-024:043, (2) 2-2-024:044, (2) 2-2-024:045, (2) 2-2-024:046	Kihei Research and Technology Park District	Maui Research & Technology Park District	129.99
(2) 2-2-024:016, (2) 2-2-024:017, (2) 2-2-024:018, (2) 2-2-002:085	Agricultural District	Maui Research & Technology Park District	260.905
Total			390.104

SECTION 2. Pursuant to Section 19.510.050, Maui County Code, the zoning granted by this ordinance is subject to the conditions set forth in Exhibit "B," attached hereto and made a part hereof, and the Unilateral Agreement and Declaration for Conditional Zoning, attached hereto and made a part hereof as Exhibit "C."

SECTION 3. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:

A handwritten signature in black ink, appearing to read 'J. Oana', written over a horizontal line.

JENNIFER OANA
Deputy Corporation Counsel
County of Maui

lu:misc:004acizbill01a

Maui Research & Technology Park District

Land situated on the easterly side of Piilani Highway, Federal Aid Project Number RF-031-1(5), at Waiohuli-Keokea, Makawao, Kula (Kihei), Maui, Hawaii

Being a portion of Grant 9325, Apana 1 to Haleakala Ranch Company

Beginning at a point at the northwesterly corner of this land, being also the northwesterly corner of Lot 3-F of Haleakala Greens Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KALI" being 10,267.07 feet North and 20,573.46 feet West and running by azimuths measured clockwise from True South:

1. 266° 30' 150.00 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
2. 293° 00' 410.00 feet along same to a point;
3. 291° 30' 350.00 feet along same to a point;
4. 286° 00' 850.00 feet along same to a point;
5. 301° 30' 650.00 feet along same to a point;
6. 283° 15' 270.00 feet along same to a point;
7. 42° 37' 15" 411.97 feet along Lot 3-C-2 of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
8. 351° 00' 173.44 feet along same to a point;
9. 321° 00' 174.23 feet along same to a point;
10. 284° 00' 97.63 feet along same to a point;

EXHIBIT "A"

11. 226° 00' 113.25 feet along same to a point;
12. 246° 00' 216.19 feet along same to a point;
13. 226° 00' 104.08 feet along same to a point;
14. 174° 00' 133.43 feet along same to a point;
15. 154° 00' 180.12 feet along same to a point;
16. 165° 35' 149.98 feet along same to a point;
17. 255° 35' 618.14 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
18. 252° 15' 1,569.53 feet along same to a point;
19. 289° 28' 1,013.85 feet along same to a point;
20. 313° 36' 250.68 feet along same to a point;
21. 327° 52' 140.72 feet along same to a point;
22. 301° 45' 162.86 feet along same to a point;
23. 27° 26' 3,394.12 feet along same to a point;
24. Thence along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being: 205° 18', and the point of tangency azimuth from the radial point being: 192° 00', having a radius of 3,350.00 feet, the chord azimuth and distance being: 108° 39' 775.89 feet to a point;

25. 102° 00' 48.76 feet along same to a point;
26. 9° 07' 30" 2,680.65 feet along Lots 2-B-3 and 2-B-1 of Anawio Subdivision and Lot 3-A-1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
27. 80° 58' 10" 1,410.00 feet along Lot 3-E-2 of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
28. 350° 30' 699.93 feet along same to a point;
29. 298° 30' 84.00 feet along same to a point;
30. 76° 15' 249.57 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
31. 188° 00' 275.00 feet along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
32. 170° 30' 920.00 feet along same to a point;
33. 156° 07' 760.00 feet along Lots 2-A and 2-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
34. 168° 25' 590.00 feet along Lot 2-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;

35. 198° 45' 515.00 feet along same to a point;
36. 181° 25' 469.77 feet along Lots 2-B and 2-A of
Haleakala Greens Subdivision,
being also along the remainder of
Grant 9325, Apana 1 to Haleakala
Ranch Company to a point;
37. 256° 55' 517.80 feet along Lot 2-A of Haleakala Greens
Subdivision, being also along the
remainder of Grant 9325, Apana 1
to Haleakala Ranch Company to a
point;
38. 198° 30' 91.14 feet along same to a point;
39. 285° 30' 395.25 feet along Lot 1 of Maui Research and
Technology Park Phase I /
Increment I (File Plan 2008) to a
point;
40. Thence along same on a curve to the right, with the point of curvature
azimuth from the radial point
being:
97° 15' 34", and the point of
tangency azimuth from the radial
point being:
107° 00', having a radius of
1,177.00 feet, the chord azimuth
and distance being:
192° 07' 47" 199.85 feet to a
point;
41. 197° 00' 74.63 feet along same to a point;
42. Thence along same on a curve to the left, with the point of curvature
azimuth from the radial point
being:
287° 00', and the point of
tangency azimuth from the radial
point being:
196° 50' 09.5", having a radius of
30.00 feet, the chord azimuth and
distance being:
151° 55' 04.75" 42.49 feet to a
point;

43. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
16° 50' 09.5", and the point of tangency azimuth from the radial point being:
18° 30', having a radius of 10,075.00 feet, the chord azimuth and distance being:
107° 40' 04.75" 292.60 feet to a point;
44. 108° 30' 334.19 feet along Lot 1 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) and Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
45. Thence along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being:
198° 30', and the point of tangency azimuth from the radial point being:
144° 25', having a radius of 921.94 feet, the chord azimuth and distance being:
81° 27' 30" 838.30 feet to a point;

46. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
 324° 25', and the point of tangency azimuth from the radial point being:
 350° 36' 30", having a radius of 1,375.00 feet, the chord azimuth and distance being:
 67° 30' 45" 623.10 feet to a point;
47. 80° 36' 30" 37.58 feet along same to a point;
48. 350° 36' 30" 100.00 feet along same to a point;
49. 35° 36' 30" 183.85 feet along same to a point;
50. 170° 36' 30" 458.05 feet along the easterly side of Piilani Highway, F.A.P. No. RF-031-1(5) to a point;
51. 80° 36' 30" 5.00 feet along same to a point;
52. 170° 36' 30" 156.95 feet along same to a point;
53. 305° 36' 30" 190.92 feet along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
54. 350° 36' 30" 100.00 feet along same to a point;
55. 260° 36' 30" 37.58 feet along same to a point;

56. Thence along Lots 1-A and 1-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being:
 $350^{\circ} 36' 30''$, and the point of tangency azimuth from the radial point being:
 $324^{\circ} 25'$, having a radius of 1,225.00 feet, the chord azimuth and distance being:
 $247^{\circ} 30' 45''$ 555.12 feet to a point;
57. Thence along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the right, with the point of curvature azimuth from the radial point being:
 $144^{\circ} 25'$, and the point of tangency azimuth from the radial point being:
 $198^{\circ} 30'$, having a radius of 1,071.94 feet, the chord azimuth and distance being:
 $261^{\circ} 27' 30''$ 974.69 feet to a point;
58. $288^{\circ} 30'$ 287.03 feet along same to a point;
59. $198^{\circ} 30'$ 375.12 feet along same to a point;
60. $293^{\circ} 00'$ 364.17 feet along Lot 13-A-1 of Maui Research & Technology Park - Phase I / Increment I, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;

61. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
 114° 40' 50", and the point of tangency azimuth from the radial point being:
 115° 30', having a radius of 682.00 feet, the chord azimuth and distance being:
 205° 05' 25" 9.75 feet to a point;
62. 205° 30' 103.62 feet along same to a point;
63. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
 115° 30', and the point of tangency azimuth from the radial point being:
 136° 11' 02", having a radius of 333.08 feet, the chord azimuth and distance being:
 215° 50' 31" 119.59 feet to a point;
64. 115° 38' 385.50 feet along same to a point;
65. 62° 46' 157.74 feet along same to a point;
66. 152° 46' 363.03 feet along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
67. 180° 21' 1,180.00 feet along same to a point;
68. 83° 00' 585.00 feet along same to a point;
69. 102° 25' 640.00 feet along same to a point;
70. 125° 30' 800.00 feet along same to a point;

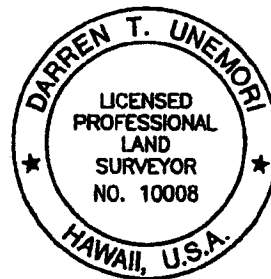
71. 160° 00'

815.00 feet along same to the point of beginning and containing a GROSS AREA of 400.218 Acres and a NET AREA of 390.104 Acres after excluding therefrom the following listed Exclusions:

EXCLUSIONS:

- | | | |
|----|--|-------------|
| 1. | All of Lot 2 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) | 5.145 Acres |
| 2. | All of Lot 4 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) | 2.676 Acres |
| 3. | All of Lot 4 of Maui Research and Technology Park Phase I / Increment I-A (File Plan 2461) | 2.293 Acres |

TOTAL AREA OF EXCLUSIONS 10.114 Acres



A handwritten signature in black ink, appearing to read "Darren T. Unemori", written over a horizontal line.

Licensed Professional Land Surveyor
Certificate No. 10008

November 18, 2015

Note: This metes and bounds description has been prepared for Change in Zoning and Community Plan Amendment purposes only.

v:\projdata\08proj\08028 (maui r&t park - master plan)\survey\desc-change in zoning_rev02.docx

EXHIBIT "B"

CONDITIONS OF ZONING

1. That Maui R&T Partners, LLC shall provide, in a timely manner, to the Department of Planning, without any written prior notice, copies of annual reports sent to the State of Hawaii Land Use Commission in connection with the status of the development of the Petition area and Petitioner's progress in complying with the conditions imposed under Decisions and Orders for Land Use Commission Dockets A10-787 and A84-585 approved as to form on November 22, 2013.
2. That Maui R&T Partners, LLC and the property owner shall provide their pro-rata share of traffic improvements as determined by the project's Traffic Impact Assessment Report and to the satisfaction of the Department of Public Works.
3. That Maui R&T Partners, LLC shall preserve State Inventory of Historic Places Site 6241 from any construction-related activities. A report of monitoring activities shall be submitted to the State Historic Preservation Division upon completion of fieldwork.
4. In the event that any traditional beach and mountain access trails are found, Maui R&T Partners, LLC and the property owner shall identify and preserve such trails, and, if applicable, prepare a preservation/mitigation plan after consultation with the State Department of Land and Natural Resources and the Office of Hawaiian Affairs.
5. Maui R&T Partners, LLC and the property owner shall provide one hundred of the residential workforce housing units for rent, for a duration consistent with the Residential Workforce Housing Policy as specified in the Maui County Code.
6. That Maui R&T Partners, LLC shall provide annual compliance reports to the Department of Planning on its progress in complying with the conditions of zoning, commencing within one year of the effective date of the ordinance and continuing until such time as the conditions have been fully satisfied, as determined by the Department of Planning.

MAUI R&T PARTNERS, LLC
C/O FIG LLC, 1345 AVENUE OF THE
AMERICAS, 46TH FLOOR
NEW YORK, New York 10105
UNITED STATES

LAND COURT SYSTEM

REGULAR SYSTEM

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

Total Number of Pages: 42

Affects Tax Map Keys (Maui): (2) 2-2-024:003, (2) 2-2-024:005, (2) 2-2-024:007, (2) 2-2-024:008, (2) 2-2-024:009, (2) 2-2-024:014, (2) 2-2-024:015, (2) 2-2-024:016, (2) 2-2-024:017, (2) 2-2-024:018, (2) 2-2-024:032, (2) 2-2-024:034, (2) 2-2-024:037-0000, (2) 2-2-024:037-0001, (2) 2-2-024:037-0002, (2) 2-2-024:037-0003, (2) 2-2-024:037-0004, (2) 2-2-024:037-0005, (2) 2-2-024:037-0006, (2) 2-2-024:037-0007, (2) 2-2-024:037-0008, (2) 2-2-024:037-0009, (2) 2-2-024:037-0010, (2) 2-2-024:037-0011, (2) 2-2-024:037-0012, (2) 2-2-024:037-0013, (2) 2-2-024:037-0014, (2) 2-2-024:037-0015, (2) 2-2-024:037-0016, (2) 2-2-024:037-0017, (2) 2-2-024:037-0018, (2) 2-2-024:037-0019, (2) 2-2-024:037-0020, (2) 2-2-024:037-0021, (2) 2-2-024:037-0022, (2) 2-2-024:037-0023, (2) 2-2-024:037-0024, (2) 2-2-024:037-0025, (2) 2-2-024:037-0026, (2) 2-2-024:038, (2) 2-2-024:039, (2) 2-2-024:041, (2) 2-2-024:042, (2) 2-2-024:043, (2) 2-2-024:044, (2) 2-2-024:045, (2) 2-2-024:046 and (2) 2-2-002:085

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

THIS INDENTURE, made this ____ day of ____ 2016
(hereinafter referred to as the "Declaration" or "Unilateral Agreement"), by the following:

MAUI R&T PARTNERS, LLC, a Delaware limited liability
company, whose mailing address is C/O FIG LLC, 1345 AVENUE OF

EXHIBIT "C"

THE AMERICAS, 46TH FLOOR, NEW YORK, New York 10105, UNITED STATES, who is the owner of those certain parcels located at Kihei, Maui, Hawai'i, comprised of approximately 247.449 acres, and identified for real property tax purposes by Tax Map Key No(s). (2) 2-2-024:008, (2) 2-2-024:009, (2) 2-2-024:014, (2) 2-2-024:015, (2) 2-2-024:016, (2) 2-2-024:017, (2) 2-2-024:018, (2) 2-2-024:032, (2) 2-2-024:038, (2) 2-2-024:039, (2) 2-2-024:041, (2) 2-2-024:043, (2) 2-2-024:044, and an undivided eighty-eight percent (88%) interest in (2) 2-2-024:045 and (2) 2-2-024:046;

SOUTH MAUI LEARNING OHANA, INC., a Hawai'i nonprofit corporation, whose mailing address is 300 OHUKAI ROAD #209, KIHEI, Hawaii 96753, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, comprised of approximately 2.781 acres, and identified for real property tax purposes by Tax Map Key No. (2) 2-2-024:003;

KAHU `OHANA INC., a Hawai'i corporation, whose mailing address is 605 LIPOA PARKWAY, KIHEI, Hawaii 96753, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, comprised of approximately 5.178 acres, and identified for real property tax purposes by Tax Map Key No. (2) 2-2-024:005;

DOUBLE P PARTNERS, a Hawai'i general partnership, whose mailing address is C/O LEIS ASSET MANAGEMENT, LLC, 1919 S SHILOH RD, STE 612, GARLAND, Texas 75042, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, comprised of approximately 2.815 acres, and identified for real property tax purposes by Tax Map Key No. (2) 2-2-024:007;

MAUI ECONOMIC DEVELOPMENT BOARD, INC., a Hawai'i nonprofit corporation, whose mailing address is 1305 N HOLOPONO ST STE 1, KIHEI, Hawaii 96753, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, comprised of approximately 2.8 acres, and identified for real property tax purposes by Tax Map Key No. (2) 2-2-024:034;

MAUI PARK PLAZA, LLC, a Washington limited liability company, whose mailing address is P O BOX 1826, WENATCHEE, Washington 98807-1826, UNITED STATES, who is the owner of those certain parcels located at Kihei, Maui, Hawai'i, comprised of approximately 2.338 acres, and identified for real property tax purposes by Tax Map Key No(s). (2) 2-2-024:037-0000, (2) 2-2-024:037-0002, (2) 2-2-024:037-0003, (2) 2-2-024:037-0004, (2) 2-2-024:037-0005, (2) 2-2-024:037-0008, (2) 2-2-024:037-0009, (2)

2-2-024:037-0010, (2) 2-2-024:037-0011, (2) 2-2-024:037-0012, (2) 2-2-024:037-0013, (2) 2-2-024:037-0014, (2) 2-2-024:037-0016, (2) 2-2-024:037-0017, (2) 2-2-024:037-0018, (2) 2-2-024:037-0019 and (2) 2-2-024:037-0020;

MAUI FLEX CENTER LLC, a Hawai'i limited liability company, whose mailing address is 385 HUKILIKE ST STE 201, KAHULUI, Hawaii 96732, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, comprised of approximately 2.9 acres, and identified for real property tax purposes by Tax Map Key No. (2) 2-2-024:042;

HALEAKALA RANCH COMPANY, a Hawai'i corporation, whose mailing address is 529 KEALALOA AVE, MAKAWAO, Hawaii 96768, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, comprised of approximately 123.843 acres, and identified for real property tax purposes by Tax Map Key No(s). (2) 2-2-002:085;

BLUE PACIFIC HOLDINGS LLC, a Hawai'i limited liability company, whose mailing address is 155 WAILEA IKE PL UNIT 18, KIHEI, Hawaii 96753, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, the acreage of which is a part of the 2.338 acres referenced above for MAUI PARK PLAZA, LLC, and identified for real property tax purposes by Tax Map Key No. (2) 2-2-024:037-0001;

B.E.L., LLC, a Hawai'i limited liability company, whose mailing address is 693 MAALAH I ST, WAILUKU, Hawaii 96793, UNITED STATES, who is the owner of those certain parcels located at Kihei, Maui, Hawai'i, the acreage of which is a part of the 2.338 acres referenced above for MAUI PARK PLAZA, LLC, and identified for real property tax purposes by Tax Map Key No(s). (2) 2-2-024:037-0006 and (2) 2-2-024:037-0007;

SITTING ON A RAINBOW LLC, a Hawai'i limited liability company, whose mailing address is 1300 N HOLOPONO ST, STE 108, KIHEI, Hawaii 96753, UNITED STATES, who is the owner of that certain parcel located at Kihei, Maui, Hawai'i, the acreage of which is a part of the 2.338 acres referenced above for MAUI PARK PLAZA, LLC, and identified for real property tax purposes by Tax Map Key No. (2) 2-2-024:037-0015;

GOODFELLOW BROS., INC., a Washington corporation, whose mailing address is PO Box 598, WENATCHEE, Washington 98801, UNITED STATES, who is the owner of those certain parcels located at Kihei, Maui, Hawai'i, the acreage of which is a part of the

2.338 acres referenced above for MAUI PARK PLAZA, LLC, and identified for real property tax purposes by Tax Map Key No(s). (2) 2-2-024:037-0021, (2) 2-2-024:037-0024, (2) 2-2-024:037-0025, and (2) 2-2-024:037-0026;

MAUI MIAMI AUMAKUA PARTNERS LIMITED PARTNERSHIP, a Hawai'i limited partnership, whose mailing address is 145 MA'A STREET, KAHULUI, Hawaii 96732, UNITED STATES, who is the owner of those certain parcels located at Kihei, Maui, Hawai'i, the acreage of which is a part of the 2.338 acres referenced above for MAUI PARK PLAZA, LLC, and identified for real property tax purposes by Tax Map Key No(s). (2) 2-2-024:037-0022 and (2) 2-2-024:037-0023; and

JOHN M. KEAN, a married man, whose address is P.O. Box 1449, Kihei, Hawaii 96753, UNITED STATES, who is the owner of an undivided twelve percent (12%) interest in those certain parcels located at Kihei, Maui, Hawai'i, identified for real property tax purposes by Tax Map Key No(s). (2) 2-2-024:045 and (2) 2-2-024:046.

Hereinafter the parcels above are collectively referred to as the "Parcel" or "Property" and the owners above are collectively referred to as the "Declarant".

WITNESSETH:

WHEREAS, the Council of the County of Maui, State of Hawai'i, hereinafter referred to as "Council", is considering the establishment of zoning for the Parcel, comprised of approximately 390.104 acres, which is more particularly described in Exhibit "1", which is attached hereto and made a part hereof, and which is more particularly identified in Land Zoning Map No. L-5121, which is on file in the Office of the County Clerk of the County of Maui; and

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

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

NOW, THEREFORE, the Declarant makes the following Declaration:

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

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

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

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

5. That the Declaration shall become fully effective on the effective date of the zoning ordinance approving the

establishment of Maui Research & Technology Park District zoning and this Declaration shall be recorded in the Bureau of Conveyances or Land Court of the State of Hawai'i;

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

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

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that until released in writing by the County, the conditions imposed in this Declaration shall run with the land identified hereinabove and shall bind and constitute notice to all subsequent owners, lessees, grantees, assignees, mortgagees, lienors and any other persons who claim an interest in said land, and the County of Maui shall have the right to enforce this Declaration by appropriate action at law or suit in equity against all such persons, provided that the Declarant or its successors and assigns may at any time file a petition for the removal of the conditions and terminate this Unilateral Agreement, such petition to be processed in the same manner as petitions for change in zoning.

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

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

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

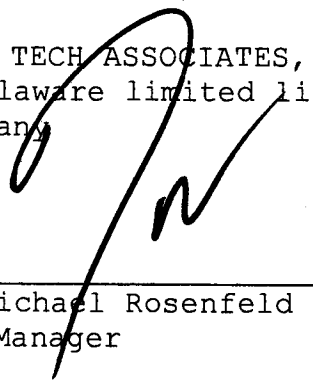
DECLARANT:

MAUI R&T PARTNERS, LLC

By MAUI TECH ASSOCIATES, LLC
A Delaware limited liability
Company

APPROVED AS TO FORM
AND LEGALITY



Deputy Corporation Counsel
County of Maui

By 
Michael Rosenfeld
Its Manager

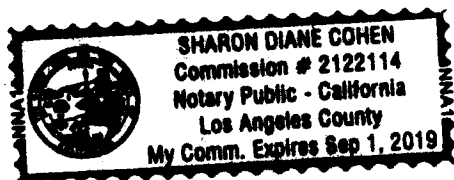
STATE OF CALIFORNIA _____))
COUNTY OF LOS ANGELES _____) SS.

On this 1st day of June, 2016, before me personally appeared MICHAEL ROSENFELD, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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


Notary Public for the afore-
Mentioned state and county

[Stamp or Seal]



Print Name: Sharon Cohen _____

My Commission Expires: Sept 1, 2019

**LIST OF ASSIGNED ENTITY
(Verified on WSO)
MAUI R&T PARTNERS, LLC**

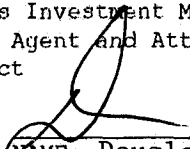
**SIGNATURE BLOCK REVIEW
CHECKED - Please Initial**

MAUI R&T PARTNERS, LLC

By MAUI SSB LLC
A Delaware limited liability
company
Its Member

By FORTRESS VALUE RECOVERY
FUND I LLC
Its Sole Member

By FORTRESS VRF
ADVISORS I LLC
Its Investment Manager
As Agent and Attorney-in-
Fact

By 
NAME: Douglas Cardoni
Its Chief Administrative Officer

HOW MANY ORIGINAL(S) NEEDED: 3 Need Three Original -- ALL NOTARIZED

FedEx the signature pages and Fortress entity operating agreement(s) to:

Pacific Rim Land, Inc.
Attn: Desiree Lopes
1300 North Holocono Street, Suite 201
Kihei, HI 96753

DELIVERY INSTRUCTIONS:

FedEx copy and email a PDF copy to Jeff Burk (jburk@fortress.com).

Internal Request Form for Officer Signature

2

6/8/2016 4:23:38 PM

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

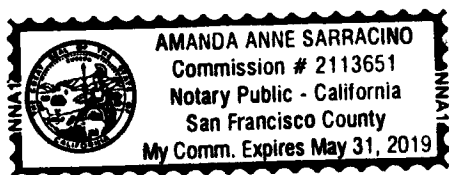
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of San Francisco)
On June 15, 2014 before me, Amanda Sarracino,
Date Here Insert Name and Title of the Officer
personally appeared Douglas Cardoni
Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.



Signature Amanda Sarracino
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

KAHU 'OHANA INC.

By [Signature]
GARRETT MARRERO
Its President

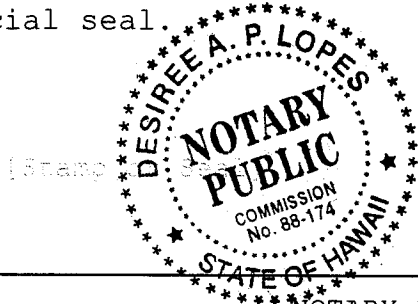
By [Signature]
MELANIE OXLEY
Its Vice President

By [Signature]
RUSSELL ADKINS
Its CFO

STATE OF HAWAII)
COUNTY OF MAUI) SS.

On this 1st day of July, 2016, before me personally appeared GARRETT MARRERO, MELANIE OXLEY, and RUSSELL ADKINS to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



[Signature]
Notary Public, State of Hawaii
Print Name: Desiree A. P. Lopes
My Commission Expires: 3/30/2020

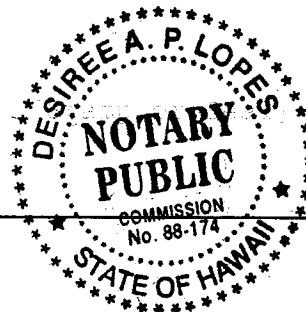
NOTARY PUBLIC CERTIFICATION

Doc. Date: undated at time of signing # Pages: 42

Notary Name: Desiree A. P. Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: [Signature]
Date: 7-1-16



By LFLP, LLC
Its General Partner

By STEPHEN LEIS
Its Manager

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

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

Stamp or Seal

K. J. J.
Notary Public, State of Hawaii

Print Name: Kana Fielding

My Commission Expires: 5/29/20

NOTARY PUBLIC CERTIFICATION

Doc. Date: Undated # Pages: 41

Notary Name: Kana Fielding, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature:

Date: 6/29/16

[Stamp or Seal]

DOUBLE P PARTNERS

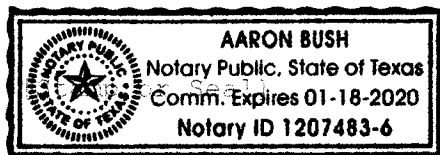
By LFLP, LLC
Its General Partner

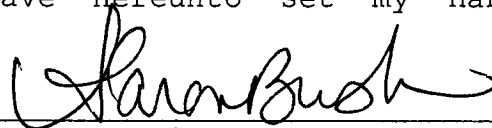
By 
CHARLES S. LEIS
Its Manager

STATE OF Texas)
COUNTY OF Dallas) SS.

On this 17th day of May, 2016, before me personally appeared CHARLES S. LEIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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




Notary Public for the afore-mentioned state and county

Print Name: Aaron Bush

My Commission Expires: 1-18-2020

NOTARY PUBLIC CERTIFICATION (Hawaii only)

Doc. Date: _____ # Pages: _____

Notary Name: _____, Judicial Circuit: _____

Document Description: Unilateral Agreement and
Declaration for Conditional Zoning

[Stamp or Seal]

Notary Signature: _____

Date: _____

DOUBLE P PARTNERS

By DORBET, INC.

Its General Partner

By

CHARLES S. LEIS

Its President

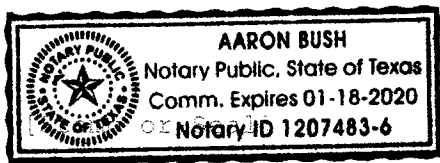
STATE OF Texas)

COUNTY OF Dallas)

SS.

On this 17th day of May, 2016, before me personally appeared CHARLES S. LEIS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Aaron Bush
Notary Public for the afore-mentioned state and county

Print Name: Aaron Bush

My Commission Expires: 1-18-2020

NOTARY PUBLIC CERTIFICATION (Hawaii only)

Doc. Date: _____ # Pages: _____

Notary Name: _____, Judicial Circuit: _____

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

[Stamp or Seal]

Notary Signature: _____

Date: _____

MAUI ECONOMIC DEVELOPMENT BOARD, INC.

By

Jeanne Unemori Skog
JEANNE UNEMORI SKOG
Its President & CEO

STATE OF HAWAII

)

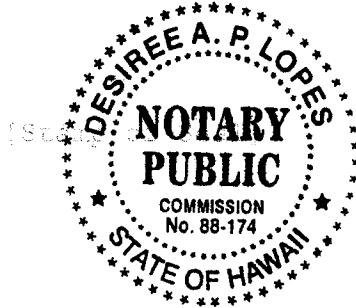
) SS.

COUNTY OF MAUI

)

On this 29th day of June, 2016, before me personally appeared JEANNE UNEMORI SKOG, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Desiree A. P. Lopes
Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES

My commission expires 3/30/2020

My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

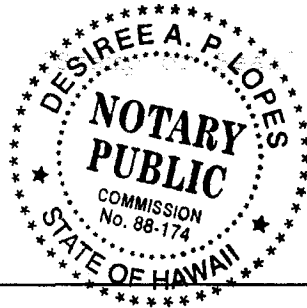
Doc. Date: undated at time of signing # Pages: 42

Notary Name: Desiree A. P. Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: Desiree A. P. Lopes

Date: 6-29-16



MAUI ECONOMIC DEVELOPMENT BOARD, INC.

By

Leslie Wilkins
LESLIE WILKINS

Its Vice President

STATE OF HAWAII

)

)

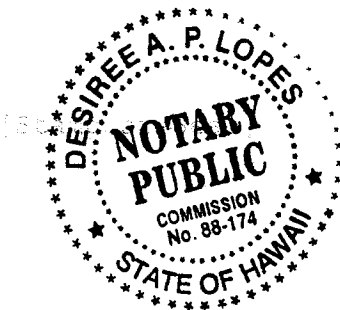
SS.

COUNTY OF MAUI

)

On this 29th day of June, 2016, before me personally appeared LESLIE WILKINS, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Desiree A. P. Lopes

Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES

My commission expires 3/30/2020

My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

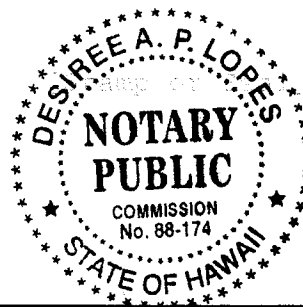
Doc. Date: undated at time of signing # Pages: 42

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: Desiree A. P. Lopes

Date: 6-29-16



MAUI PARK PLAZA, LLC

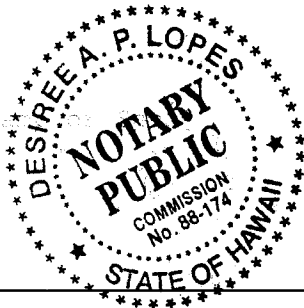
By PACIFIC RIM LAND, INC.
Its Manager

By *Ryan Churchill*
RYAN CHURCHILL
Its Vice President

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 10th day of May, 2016, before me personally appeared RYAN CHURCHILL, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Desiree A. P. Lopes
Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES

My commission expires 3/30/2020
My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

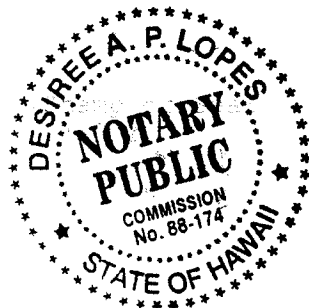
Doc. Date: undated at time of signing # Pages: 41

Notary Name: Desiree A P Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature *Desiree A. P. Lopes*

Date: 5.10.16



MAUI FLEX CENTER LLC

By

JOHN M. KEAN
Its Manager

STATE OF HAWAII

)

SS.

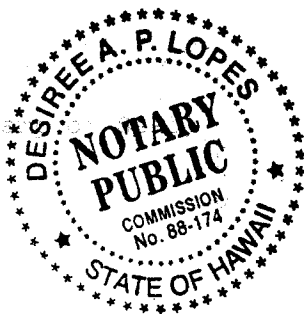
)

COUNTY OF MAUI

)

On this 6 day of May, 2016, before me personally appeared JOHN M. KEAN, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



[Signature]

Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES

My Commission Expires: My commission expires 3/30/2020

NOTARY PUBLIC CERTIFICATION

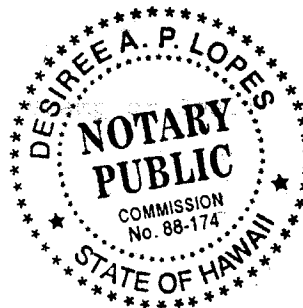
Doc. Date: undated at time of signing # Pages: 41

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: *[Signature]*

Date: 5.6.16



By

)

)

)

19

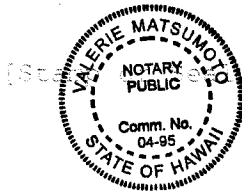
HALEAKALA RANCH COMPANY

By *Donald A. Young*
DONALD A. YOUNG
Its President/Chief Executive
Officer

STATE OF HAWAII)
COUNTY OF MAUI) SS.
)

On this 6th day of MAY, 2016, before me personally appeared DONALD A. YOUNG, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

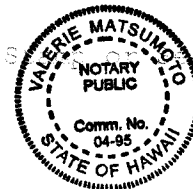
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Valerie Matsumoto
Notary Public, State of Hawaii
Print Name: Valerie Matsumoto
My Commission Expires: FEB 29 2020

NOTARY PUBLIC CERTIFICATION

Undated at time of
Doc. Date: Notarization # Pages: 41
Notary Name: Valerie Matsumoto, Second Judicial Circuit
Document Description: Unilateral Agreement and
Declaration for Conditional Zoning
Notary Signature: *Valerie Matsumoto*
Date: 05/06/2016



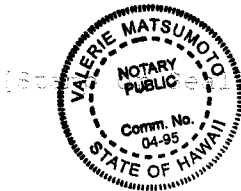
HALEAKALA RANCH COMPANY

By JS
JOHN SCOTT MEIDELL
Its Vice President/General
Manager

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 6th day of MAY, 2016, before me personally appeared JOHN SCOTT MEIDELL, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

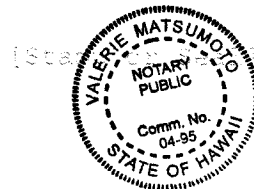
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Valerie Matsumoto
Notary Public, State of Hawaii
Print Name: Valerie Matsumoto
My Commission Expires: FEB 29 2020

NOTARY PUBLIC CERTIFICATION

undated at time of
Doc. Date: Notarization # Pages: 41
Notary Name: Valerie Matsumoto, Second Judicial Circuit
Document Description: Unilateral Agreement and
Declaration for Conditional Zoning
Notary Signature: Valerie Matsumoto
Date: 05/06/2016



BLUE PACIFIC HOLDINGS LLC

By

BRIAN DIMARTINO
Its Member

STATE OF HAWAII

)

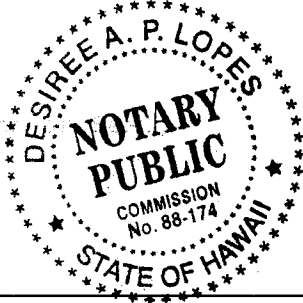
) SS.

COUNTY OF MAUI

)

On this 9th day of May, 2016, before me personally appeared BRIAN DIMARTINO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Desiree A. P. Lopes
Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES

My Commission Expires: My commission expires 3/30/2020

NOTARY PUBLIC CERTIFICATION

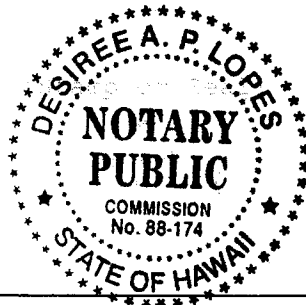
Doc. Date: undated at time of signing # Pages: 41

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: Desiree AP Lopes

Date: 5.9.16



B.E.L., LLC

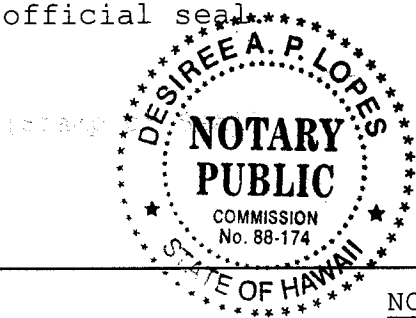
By REVOCABLE TRUST OF DIANA K.
TANTISIRA DATED JULY 2, 2004,
AS AMENDED
Its Member

By *Diana K. Tantisira*
DIANA K. TANTISIRA
Its Trustee

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 13th day of May, 2016, before me personally appeared DIANA K. TANTISIRA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Desiree A. P. Lopes
Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES
My commission expires 3/30/2020
My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

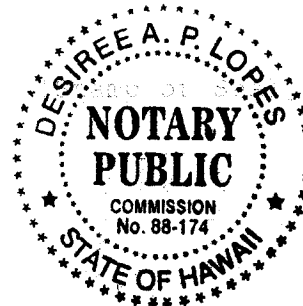
Doc. Date: undated at time of notary # Pages: 41

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and
Declaration for Conditional Zoning

Notary Signature: *Desiree A. P. Lopes*

Date: 5.13.16



B.E.L., LLC

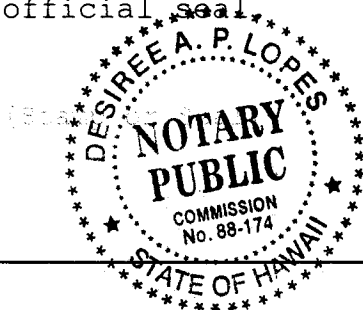
By REVOCABLE TRUST OF JIVIN G.
TANTISIRA DATED JULY 2,
2004, AS AMENDED
Its Member

By Jivin G. Tantisira
JIVIN G. TANTISIRA
Its Trustee

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 13th day of May, 2016, before me personally appeared JIVIN G. TANTISIRA, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Desiree A. P. Lopes
Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES
My commission expires 3/30/2020
My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

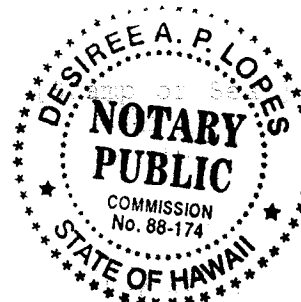
Doc. Date: undated at time of notary # Pages: 41

Notary Name: Desiree A P Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: Desiree A. P. Lopes

Date: 5.13.16



SITTING ON A RAINBOW LLC

By 
GORDON NASH
Its Member

STATE OF HAWAII

)

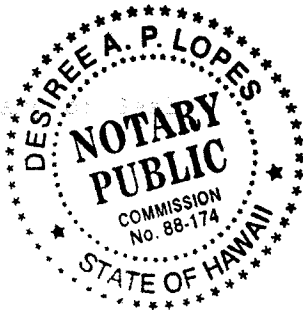
) SS.

COUNTY OF MAUI

)

On this 6 day of May, 2016, before me personally appeared GORDON NASH, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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




Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES


My Commission Expires: My commission expires 3/30/2020

NOTARY PUBLIC CERTIFICATION

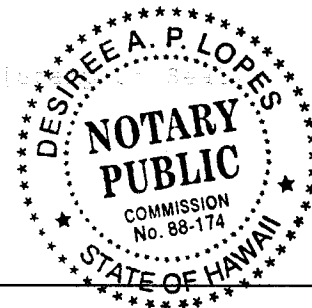
Doc. Date: undated at time of signing # Pages: 41

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: 

Date: 5.6.16



GOODFELLOW BROS., INC.

By

Chad S. Goodfellow

CHAD S. GOODFELLOW
Its President

STATE OF HAWAII

)

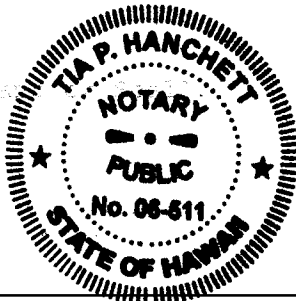
) SS.

COUNTY OF MAUI

)

On this 10th day of May, 2016, before me personally appeared CHAD S. GOODFELLOW, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



Tia P. Hanchett

Notary Public, State of Hawaii

Print Name: Tia P. Hanchett

My Commission Expires: 9/3/2018

NOTARY PUBLIC CERTIFICATION

Doc. Date: undated at time of signing

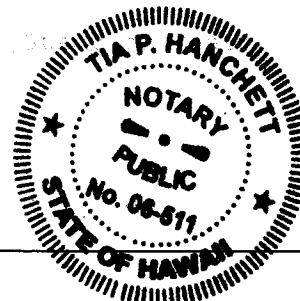
Pages: 41

Notary Name: Tia P. Hanchett, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: Tia P. Hanchett

Date: 5/10/16



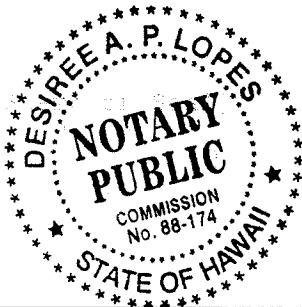
MAUI MIAMI AUMAKUA PARTNERS
LIMITED PARTNERSHIP

By *[Signature]*
DEAN S. ARASHIRO
Its General Partner

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 10 day of May, 2016, before me personally appeared DEAN S. ARASHIRO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



[Signature]
Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES
My Commission Expires: My commission expires 3/30/2020

NOTARY PUBLIC CERTIFICATION

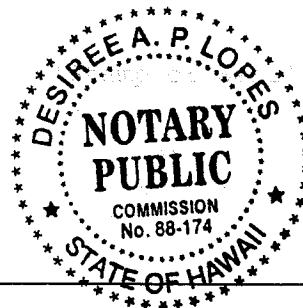
Doc. Date: undated at time of signing # Pages: 41

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: *[Signature]*

Date: 5.10.16



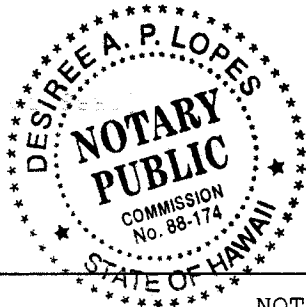
MAUI MIAMI AUMAKUA PARTNERS
LIMITED PARTNERSHIP

By [Signature]
MARGARET C. GARCIA-ARASHIRO
Its General Partner

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 24th day of May, 2016, before me personally appeared MARGARET C. GARCIA-ARASHIRO, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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



[Signature]
Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES

My Commission Expires: 3/30/2020

NOTARY PUBLIC CERTIFICATION

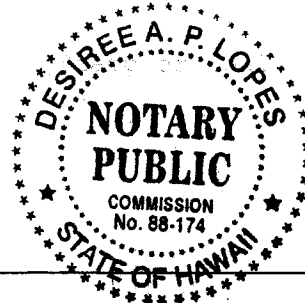
Doc. Date: undated at time of notary # Pages: 41

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: [Signature]

Date: 5.24.16



MAUI MIAMI AUMAKUA PARTNERS
LIMITED PARTNERSHIP

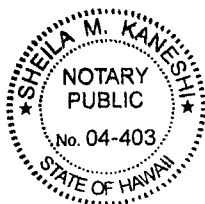
By Stacey N. Arashiro
STACEY N. ARASHIRO FUKUMOTO,
formerly known as Stacey N.
Arashiro, Trustee of the
Arashiro Family Irrevocable
Gifting Trust dated November 9,
2007
Its General Partner

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

On this 25 day of May, 2016, before me
personally appeared STACEY N. ARASHIRO FUKUMOTO, to me
personally known, who, being by me duly sworn or affirmed, did
say that such person executed the foregoing instrument as the
free act and deed of such person, and if applicable, in the
capacity shown, having been duly authorized to execute such
instrument in such capacity.

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

[Stamp or Seal]



Sheila M. Kaneshi
Notary Public, State of Hawaii

Print Name: Sheila M. Kaneshi, Notary Public
City & County of Honolulu, Hawaii
My Comm. Exp. 7/18/16

My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

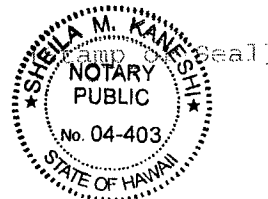
Doc. Date: 5/25/16 # Pages: 41

Notary Name: Sheila M. Kaneshi, Notary Public, First Judicial Circuit

Document Description: Unilateral Agreement and
Declaration for Conditional Zoning

Notary Signature: Sheila M. Kaneshi

Date: 5/25/16



MAUI MIAMI AUMAKUA PARTNERS
LIMITED PARTNERSHIP

By



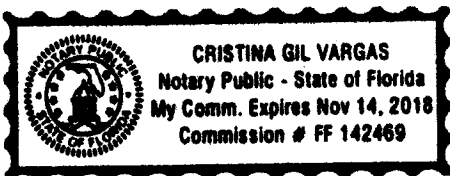
ELIZABETH VINUELA-ROQUE,
Trustee, of the Arashiro Family
Irrevocable Gifting Trust dated
November 9, 2007
Its General Partner

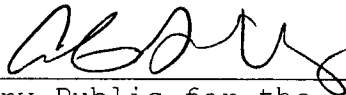
STATE OF Florida)
COUNTY OF Dade)

SS.

On this 25 day of May, 2016, before me personally appeared ELIZABETH VINUELA-ROQUE, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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

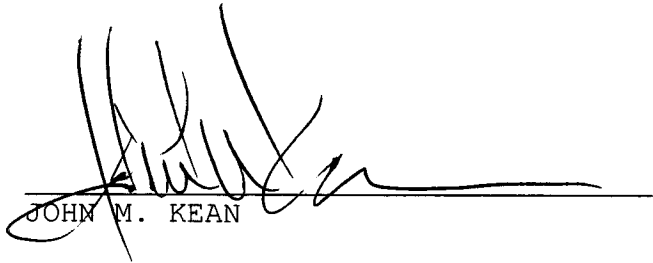




Notary Public for the
aforementioned state and count

Print Name: Cristina Gil Vargas

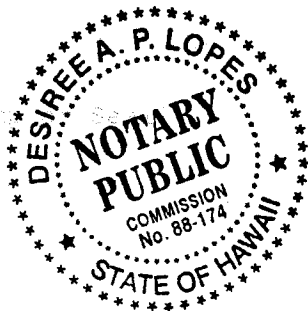
My Commission Expires: November 14, 2018


JOHN M. KEAN

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this 6 day of May, 2016, before me personally appeared JOHN M. KEAN, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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




Notary Public, State of Hawaii

Print Name: DESIREE A. P. LOPES
My commission expires 3/30/2020
My Commission Expires: _____

NOTARY PUBLIC CERTIFICATION

Doc. Date: undated at time of signing # Pages: 41

Notary Name: Desiree AP Lopes, Second Judicial Circuit

Document Description: Unilateral Agreement and Declaration for Conditional Zoning

Notary Signature: 

Date: 5.6.16

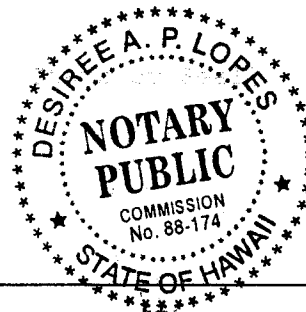


EXHIBIT "1"

Maui Research & Technology Park District

Land situated on the easterly side of Piilani Highway, Federal Aid Project Number RF-031-1(5), at Waiohuli-Keokea, Makawao, Kula (Kihei), Maui, Hawaii

Being a portion of Grant 9325, Apana 1 to Haleakala Ranch Company

Beginning at a point at the northwesterly corner of this land, being also the northwesterly corner of Lot 3-F of Haleakala Greens Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KALI" being 10,267.07 feet North and 20,573.46 feet West and running by azimuths measured clockwise from True South:

1. 266° 30' 150.00 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
2. 293° 00' 410.00 feet along same to a point;
3. 291° 30' 350.00 feet along same to a point;
4. 286° 00' 850.00 feet along same to a point;
5. 301° 30' 650.00 feet along same to a point;
6. 283° 15' 270.00 feet along same to a point;
7. 42° 37' 15" 411.97 feet along Lot 3-C-2 of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
8. 351° 00' 173.44 feet along same to a point;
9. 321° 00' 174.23 feet along same to a point;
10. 284° 00' 97.63 feet along same to a point;

11. 226° 00' 113.25 feet along same to a point;
12. 246° 00' 216.19 feet along same to a point;
13. 226° 00' 104.08 feet along same to a point;
14. 174° 00' 133.43 feet along same to a point;
15. 154° 00' 180.12 feet along same to a point;
16. 165° 35' 149.98 feet along same to a point;
17. 255° 35' 618.14 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
18. 252° 15' 1,569.53 feet along same to a point;
19. 289° 28' 1,013.85 feet along same to a point;
20. 313° 36' 250.68 feet along same to a point;
21. 327° 52' 140.72 feet along same to a point;
22. 301° 45' 162.86 feet along same to a point;
23. 27° 26' 3,394.12 feet along same to a point;
24. Thence along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being: 205° 18', and the point of tangency azimuth from the radial point being: 192° 00', having a radius of 3,350.00 feet, the chord azimuth and distance being: 108° 39' 775.89 feet to a point;

25. 102° 00' 48.76 feet along same to a point;
26. 9° 07' 30" 2,680.65 feet along Lots 2-B-3 and 2-B-1 of Anawio Subdivision and Lot 3-A-1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
27. 80° 58' 10" 1,410.00 feet along Lot 3-E-2 of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
28. 350° 30' 699.93 feet along same to a point;
29. 298° 30' 84.00 feet along same to a point;
30. 76° 15' 249.57 feet along Lot 2-B-1 of Anawio Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
31. 188° 00' 275.00 feet along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
32. 170° 30' 920.00 feet along same to a point;
33. 156° 07' 760.00 feet along Lots 2-A and 2-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
34. 168° 25' 590.00 feet along Lot 2-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;

35. 198° 45' 515.00 feet along same to a point;
36. 181° 25' 469.77 feet along Lots 2-B and 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
37. 256° 55' 517.80 feet along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
38. 198° 30' 91.14 feet along same to a point;
39. 285° 30' 395.25 feet along Lot 1 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) to a point;
40. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
97° 15' 34", and the point of tangency azimuth from the radial point being:
107° 00', having a radius of 1,177.00 feet, the chord azimuth and distance being:
192° 07' 47" 199.85 feet to a point;
41. 197° 00' 74.63 feet along same to a point;
42. Thence along same on a curve to the left, with the point of curvature azimuth from the radial point being:
287° 00', and the point of tangency azimuth from the radial point being:
196° 50' 09.5", having a radius of 30.00 feet, the chord azimuth and distance being:
151° 55' 04.75" 42.49 feet to a point;

43. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
16° 50' 09.5", and the point of tangency azimuth from the radial point being:
18° 30', having a radius of 10,075.00 feet, the chord azimuth and distance being:
107° 40' 04.75" 292.60 feet to a point;
44. 108° 30' 334.19 feet along Lot 1 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) and Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
45. Thence along Lot 2-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being:
198° 30', and the point of tangency azimuth from the radial point being:
144° 25', having a radius of 921.94 feet, the chord azimuth and distance being:
81° 27' 30" 838.30 feet to a point;

46. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
 324° 25', and the point of tangency azimuth from the radial point being:
 350° 36' 30", having a radius of 1,375.00 feet, the chord azimuth and distance being:
 67° 30' 45" 623.10 feet to a point;
47. 80° 36' 30" 37.58 feet along same to a point;
48. 350° 36' 30" 100.00 feet along same to a point;
49. 35° 36' 30" 183.85 feet along same to a point;
50. 170° 36' 30" 458.05 feet along the easterly side of Piilani Highway, F.A.P. No. RF-031-1(5) to a point;
51. 80° 36' 30" 5.00 feet along same to a point;
52. 170° 36' 30" 156.95 feet along same to a point;
53. 305° 36' 30" 190.92 feet along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
54. 350° 36' 30" 100.00 feet along same to a point;
55. 260° 36' 30" 37.58 feet along same to a point;

56. Thence along Lots 1-A and 1-B of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the left, with the point of curvature azimuth from the radial point being: $350^{\circ} 36' 30''$, and the point of tangency azimuth from the radial point being: $324^{\circ} 25'$, having a radius of 1,225.00 feet, the chord azimuth and distance being: $247^{\circ} 30' 45''$ 555.12 feet to a point;
57. Thence along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company on a curve to the right, with the point of curvature azimuth from the radial point being: $144^{\circ} 25'$, and the point of tangency azimuth from the radial point being: $198^{\circ} 30'$, having a radius of 1,071.94 feet, the chord azimuth and distance being: $261^{\circ} 27' 30''$ 974.69 feet to a point;
58. $288^{\circ} 30'$ 287.03 feet along same to a point;
59. $198^{\circ} 30'$ 375.12 feet along same to a point;
60. $293^{\circ} 00'$ 364.17 feet along Lot 13-A-1 of Maui Research & Technology Park - Phase I / Increment I, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;

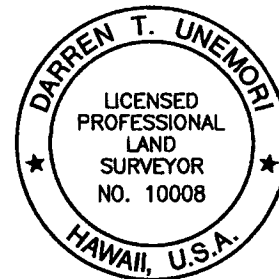
61. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
 114° 40' 50", and the point of tangency azimuth from the radial point being:
 115° 30', having a radius of 682.00 feet, the chord azimuth and distance being:
 205° 05' 25" 9.75 feet to a point;
62. 205° 30' 103.62 feet along same to a point;
63. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
 115° 30', and the point of tangency azimuth from the radial point being:
 136° 11' 02", having a radius of 333.08 feet, the chord azimuth and distance being:
 215° 50' 31" 119.59 feet to a point;
64. 115° 38' 385.50 feet along same to a point;
65. 62° 46' 157.74 feet along same to a point;
66. 152° 46' 363.03 feet along Lot 1-A of Haleakala Greens Subdivision, being also along the remainder of Grant 9325, Apana 1 to Haleakala Ranch Company to a point;
67. 180° 21' 1,180.00 feet along same to a point;
68. 83° 00' 585.00 feet along same to a point;
69. 102° 25' 640.00 feet along same to a point;
70. 125° 30' 800.00 feet along same to a point;

71. 160° 00' 815.00 feet along same to the point of beginning and containing a GROSS AREA of 400.218 Acres and a NET AREA of 390.104 Acres after excluding therefrom the following listed Exclusions:

EXCLUSIONS:

- | | | |
|----|--|-------------|
| 1. | All of Lot 2 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) | 5.145 Acres |
| 2. | All of Lot 4 of Maui Research and Technology Park Phase I / Increment I (File Plan 2008) | 2.676 Acres |
| 3. | All of Lot 4 of Maui Research and Technology Park Phase I / Increment I-A (File Plan 2461) | 2.293 Acres |

TOTAL AREA OF EXCLUSIONS 10.114 Acres



A handwritten signature in black ink, appearing to read "Darren T. Unemori", written over a horizontal line.

Licensed Professional Land Surveyor
Certificate No. 10008

November 18, 2015

Note: This metes and bounds description has been prepared for Change in Zoning and Community Plan Amendment purposes only.

v:\projdata\08proj\08028 (maui r&t park - master plan)\survey\desc-change in zoning_rev02.docx

EXHIBIT "2"

CONDITIONS OF ZONING

1. That Maui R&T Partners, LLC shall provide, in a timely manner, to the Department of Planning, without any written prior notice, copies of annual reports sent to the State of Hawaii Land Use Commission in connection with the status of the development of the Petition area and Petitioner's progress in complying with the conditions imposed under Decisions and Orders for Land Use Commission Dockets A10-787 and A84-585 approved as to form on November 22, 2013.
2. That Maui R&T Partners, LLC and the property owner shall provide their pro-rata share of traffic improvements as determined by the project's Traffic Impact Assessment Report and to the satisfaction of the Department of Public Works.
3. That Maui R&T Partners, LLC shall preserve State Inventory of Historic Places Site 6241 from any construction-related activities. A report of monitoring activities shall be submitted to the State Historic Preservation Division upon completion of fieldwork.
4. In the event that any traditional beach and mountain access trails are found, Maui R&T Partners, LLC and the property owner shall identify and preserve such trails, and, if applicable, prepare a preservation/mitigation plan after consultation with the State Department of Land and Natural Resources and the Office of Hawaiian Affairs.
5. Maui R&T Partners, LLC and the property owner shall provide one hundred of the residential workforce housing units for rent, for a duration consistent with the Residential Workforce Housing Policy as specified in the Maui County Code.
6. That Maui R&T Partners, LLC shall provide annual compliance reports to the Department of Planning on its progress in complying with the conditions of zoning, commencing within one year of the effective date of the ordinance and continuing until such time as the conditions have been fully satisfied, as determined by the Department of Planning.