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OFFICE OF THE  
COUNTY COUNCIL

November 8, 2021

Alice L. Lee  
Council Chair  
Maui County Council  
Kalana O Maui Building  
200 South High St.  
Eighth Floor  
Wailuku, Hawaii 96793

Dear Council Chair Lee:

Attached please find three original copies of the signed and notarized First Amendment to the Unilateral Agreement.

Regards,

A handwritten signature in black ink, appearing to read "Henry Spencer", written over a horizontal line.

Henry Spencer  
Paia 2020, LLC

LAND COURT

REGULAR SYSTEM

Return by Mail to:

OFFICE OF THE COUNTY CLERK  
County of Maui  
200 South High Street  
Wailuku, Maui, Hawaii 96793

TITLE OF DOCUMENT:

FIRST AMENDMENT TO UNILATERAL AGREEMENT AND  
DECLARATION FOR CONDITIONAL ZONING DATED JULY 31, 2020

TOTAL NUMBER OF PAGES 4

Affects Tax Map Key(Maui) (2) 2-5-005:063 (POR.)

**FIRST AMENDMENT TO UNILATERAL AGREEMENT AND  
DECLARATION FOR CONDITIONAL ZONING DATED JULY 31, 2020**

3<sup>rd</sup> Unilateral Agreement" or "Declaration" dated July 31, 2020, is made this day of November, 2021, by the following "Declarants," who are owners of real property located at 120 Baldwin Avenue, Pa`ia, Hawai`i, referred to as "the Property," comprised of 4.035 acres, and identified for real property tax purposes as Tax Map Key (2) 2-5-005:063 (por.):

Paia 2020, LLC, a Hawai`i limited liability company whose principal place of business is at 62 Baldwin Avenue, Unit 2B, Pa`ia, Hawai`i, and whose manager is David R. Spee, and

David Richard Spee, Trustee for the David R. Spee Revocable Trust dated NOVEMBER 16, 2009

WITNESSETH:

WHEREAS, the Declarants entered into a Unilateral Agreement dated July 31, 2020; and

WHEREAS, the Unilateral Agreement dated July 31, 2020 shall be hereinafter referred to as the "Unilateral Agreement" or "Declaration"; and

WHEREAS, the Unilateral Agreement is on file with the Office of the County Clerk; and

WHEREAS, the Declarants now desire to amend the Unilateral Agreement; and

NOW, THEREFORE, the Declarants agree to amend the Unilateral Agreement as follows:

1. Section 5 is amended to read as follows:

5. That this Unilateral Agreement is fully effective on the effective date of the Conditional Zoning ordinance approving the establishment of a Change in Zoning from Interim District to B-CT Country Town Business District for Area "A" and a Change in Zoning from Interim District to P-1 Public/Quasi-Public for Area "B";

2. This First Amendment to the Unilateral Agreement may be executed in counterparts, each of which will be

deemed to be an original, but all of which, taken together, constitute one and the same First Amendment to the Unilateral Agreement.

Any persons signing this First Amendment to the Unilateral Agreement represents and warrants that they are duly authorized and have legal capacity to execute and deliver this First Amendment to the Unilateral Agreement. Each party represents and warrants to the other that the execution and delivery of this First Amendment to the Unilateral Agreement and the performance of the party's obligations have been duly authorized and that this First Amendment to the Unilateral Agreement is a valid and legal agreement binding on the party and enforceable in accordance with its terms.

[Execution Pages to Follow]

[Remainder of Page Left Intentionally Blank]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be duly executed on the day and year first written above.

DECLARANTS:

Paia 2020, LLC



By: David R. Spee

Its Manager

David R. Spee Revocable Trust



By David Richard Spee  
Its Trustee

APPROVED AS TO FORM  
AND LEGALITY:

\_\_\_\_\_  
STEPHANIE M. CHEN  
Deputy Corporation Counsel  
County of Maui

STATE OF Hawaii )  
County of Maui ) SS.

On this 3rd day of November, 2021, before me personally appeared David B. Speer, Manager of Pula 2020, LLC, 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: Serena L. Freitas

My Commission Expires: 9.28.2023

[Stamp or Seal]

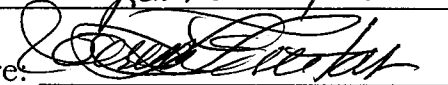
LS SERENA L. FREITAS  
Notary Public - State of Hawaii  
Commission No. 03-554  
My Commission Expires Sept. 28, 2023

NOTARY PUBLIC CERTIFICATION

Doc. Date: 11/3/2021 # Pages: 6

Notary Name: Serena L. Freitas Judicial Circuit: 2nd

Document Description: First Amendment to Unilateral Agreement and Declaration for Conditional Zoning dated July 31, 2020

Notary Signature: 

Date: 11/3/2021

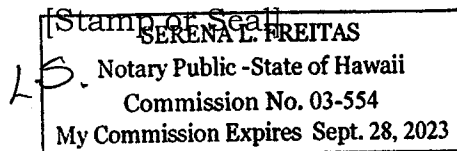
[Stamp or Seal]

LS SERENA L. FREITAS  
Notary Public - State of Hawaii  
Commission No. 03-554  
My Commission Expires Sept. 28, 2023

STATE OF Hawaii )  
County of Maui ) SS.

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[Signature]  
Notary Public, State of Hawaii

Print Name: Serena L. Freitas

My Commission Expires: 9.28.2023

NOTARY PUBLIC CERTIFICATION

Doc. Date: 11/3/2021 # Pages: 6

Notary Name: Serena L. Freitas Judicial Circuit: 2nd

Document Description: First Amendment

to Unilateral Agreement and Declaration  
for Conditional Termination dated July 31, 2020

Notary Signature: [Signature]

Date: 11/3/2021

[Stamp or Seal]

