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Attorney for Petitioner

HO‘ONANI DEVELOPMENT LLC

**BEFORE THE LAND USE COMMISSION**  
**OF THE STATE OF HAWAI‘I**

In the Matter of the Petition of

HO‘ONANI DEVELOPMENT LLC

To Amend the Agricultural Land Use District  
Boundary into the Urban Land Use District for  
Approximately 166.512 acres of land situate at  
Pu‘unēnē, Wailukū, Island and County of Māui,  
State of Hawai‘i, Tax Map Key: (2) 3-8-006-  
004-0005

DOCKET NO. A25-811

PETITION FOR LAND USE DISTRICT  
BOUNDARY AMENDMENT;  
EXHIBITS 1 THROUGH 4;  
VERIFICATION; AND CERTIFICATE  
OF SERVICE

**BEFORE THE LAND USE COMMISSION**  
**OF THE STATE OF HAWAI‘I**

In the Matter of the Petition of

HO‘ONANI DEVELOPMENT LLC

To Amend the Agricultural Land Use District  
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PETITION FOR LAND USE DISTRICT  
BOUNDARY AMENDMENT

**PETITION FOR LAND USE DISTRICT BOUNDARY AMENDMENT**

TO THE HONORABLE LAND USE COMMISSION OF THE STATE OF HAWAI‘I:

HO‘ONANI DEVELOPMENT LLC (“Petitioner”) by and through its attorney Wells Street Law, LLC, respectfully petitions the Land Use Commission of the State of Hawai‘i (“Commission”) to amend the land use district boundary of approximately 166.512 acres of land situate at Pu‘unēnē, Wailukū, Island and County of Māui, State of Hawai‘i (“Petition Area”) more particularly described below, from the State Land Use Agricultural District to the State Land Use Urban District for a residential/commercial mixed-use project with a limited hospitality space known as Ho‘onani Village (“Project”). In support of this Petition, Petitioner respectfully presents the following:

1.     Background. The Petition Area is Unit 2C of the Maui Economic Opportunity Condominium more particularly described in that certain Declaration of Condominium Property Regime dated as of December 27, 2012, recorded in the Bureau of Conveyances as Document No. A47440542. The Maui Economic Opportunity Condominium is currently being subdivided by the FIRST ASSEMBLY OF GOD SUBDIVISION OF LOT 2-C-4-C-1-E OF THE FIRST ASSEMBLY OF GOD SUBDIVISION INTO LOTS 2-C-4-C-1-E-1, 2-C-4-C-1-E-2, 2-C-4-C-1-E-3, 2-C-4-C-1-E-4 AND 2-C-4-C-1-E-5 (SUBD2024-00028). The Petition Area is proposed lot 2-C-4-C-1-E-1 where each lot shall have the same perimeter boundaries as the vertical boundaries of each condominium unit.

The Petition Area was historically used as part of sugar cane cultivation up until 2016, and has since remained vacant. Petitioner is now seeking to reclassify the Petition Area to the Urban District to develop approximately 1,600 multi-family residential units along with retail, office, dining, open spaces, hospitality, and light industrial, to meet Maui's housing needs while also providing some limited economic and entertainment opportunities.

2.     Standing. The fee simple ownership of the Petition Area is vested in AX HOLDINGS, LLC, a South Dakota limited liability company, whose principal place of business is 101 S. Phillips Avenue, Suite 509, Sioux Falls, SD 57104. A deed evidencing ownership of the Petition Area is attached hereto as Exhibit 1. Ax Holdings, LLC, in accordance with Hawai'i Administrative Rules ("HAR") §15-15-50(5)(B), has authorized Petitioner to file this Petition, please see Exhibit 2, attached hereto.

3.     Relief Sought. Petitioner desires to amend the land use district boundary of approximately 166.512 acres of land situate at Pu'unēnē, Wailukū, Island and County of Māui,

State of Hawai‘i more particularly described below, from the State Land Use Agricultural District to the State Land Use Urban District.

4. Authority for Relief Sought. Petitioner files this Petition pursuant to Hawai‘i Revised Statutes (“HRS”) §205-4 and the Land Use Commission Rules of the State of Hawai‘i, HAR, Title 15, Subtitle 3, Chapter 15.

5. Petitioner. HO‘ONANI DEVELOPMENT LLC, a Hawai‘i limited liability company, whose mailing address is P.O. Box 330449, Kahului, Hawai‘i 96733.

6. Authorized Representative. Jeffrey Ueoka and the firm of Wells Street Law, LLLC, have been appointed to represent the Petitioner pursuant to HAR §15-15-35(b). All correspondence and communications in regard to this Petition shall be addressed to, and served upon Mr. Jeffrey Ueoka, Wells Street Law, LLLC, at PO Box 733, Wailuku, Hawai‘i 96793.

7. Description of the Petition Area. The Petition Area is just makai of the ahupua‘as of ‘Ōma‘opio, Kalialinui, A‘apueo and Maka‘ehu. The site lies in the moku of Pū‘ali Komohana. The local area consists of various uses including agriculture lands (eastern and southern boundaries), low-density residential lots, commercial mixed use shopping centers and light industrial uses (northern boundary). Generally, multi-family residential development in the immediate vicinity is limited. There are a variety of public/quasi-public and recreational uses within the Wailuku-Kahului District including but not limited to Kanaha Beach, Kanaha Pond State Wildlife Sanctuary, Keopuolani Regional Park, Kahului Community Center Park, The Dunes at Maui Lani Golf course and the Central Maui Regional Sports Complex. The Petition Area is more particularly described and shown on Exhibits 3.



8. Description of Easements on the Subject Property. The various easements encumbering the Petition Area are described in the Exhibit A to the Deed attached hereto as Exhibit 1.

9. Type of Use or Development being Proposed. 1,600 multi-family residential units along with retail, office, dining, open spaces, hospitality, and light industrial.

10. Boundary Amendment Sought; Present Use of the Property; and Assessment of Conformity of the Boundary Amendment to Urban Standards. The Petition Area is presently classified within the State Land Use Agricultural District and is vacant. Petitioner seeks to reclassify the Petition Area to develop the proposed Project. The proposed Project is expected to include 1,600 multi-family residential units along with retail, office, dining, open spaces, hospitality, and light industrial, along with all necessary infrastructure.

The proposed Project is consistent with the standards for urban districts pursuant to HAR §15-15-18. The proposed Project will have "city-like" concentrations of people, structures, streets and urban level of services, and the Project is proximately located to centers of trading and employment, accessible to basic services, has satisfactory topography, reasonably free from adverse environmental effects, and is contiguous with urban areas.

11. Statement of projected number of lots, lot size, number of units, densities, selling price, intended market, and development timetables. The proposed Project is expected to include 1,600 multi-family residential units along with retail, office, dining, open spaces, hospitality, and light industrial. A market study will be conducted as part of the Draft Environmental Impact Statement ("DEIS"). A preliminary development timeline, which is subject to change, is attached hereto as Exhibit 4.

12. Petitioner's Financial Condition. This Petition will be amended with Petitioner's financial statements towards the end of the EIS Process.

13. Description of the subject property and surrounding areas. The Petition Area is currently vacant Agricultural Land that is bordered by the Maui Business Park Phase I to the North, Agricultural Lands to the East, the old Puunene Mill Site and Agricultural Lands to the South, and the MEO Transportation Hub and Veterans Highway to the West.

14. Environmental Impact. Petitioner intends to make a motion to designate the LUC as the Accepting Authority for the Environmental Impact Statement for the Project in accordance with HAR §11-200.1-7, and for authorization to prepare an Environmental Impact Statement without first requiring an Environmental Assessment pursuant to HAR §11-200.1-14(d)(2). In the event that the LUC agrees to be the Accepting Authority and accepts the Final Environmental Impact Statement ("FEIS") for the Project, then this Petition will be amended to incorporate the FEIS.

15. Soils Classification, Agricultural Lands of Importance of the State of Hawai'i, and Productivity Rating. The project area is underlain by the Pulehu-Ewa Jaucas Association. The Soil Survey of the Islands of Kaua'i, O'ahu, Maui, Moloka'i and Lāna'i, State of Hawai'i characterizes the soils of the Kahului/Pu'nene soil association as deep, nearly level to moderately sloping, well-drained and excessively drained soils that have a moderately fine textured to coarse-textured subsoil or underlying material; on alluvial fans and in basins. The site is generally blanketed by a layer of agriculturally disturbed soil underlain by alluvial (water deposited) soil. The Natural Resources Conservation Service Map classifies existing soil on site as (EaA) Ewa Silty Clay loam. This series is characterized by well drained soils in basins and alluvial fans. These soils developed in alluvium derived from basic igneous rock. They are nearly level to moderately

sloping. The site was recently used for the cultivation of sugar cane. The cultivation process left the entire site with approximately 12 to 30 inches of agriculturally disturbed soil. The agriculturally disturbed clayey silt consisted of low plasticity clayey silt with varying percentages of sand, typically classified as ML under the USCS. In addition to the agriculturally disturbed clayey silt, several areas of agriculturally disturbed silty sand, typically classified as SM under the USCS, were encountered across the site. The depth of bedrock is deeper than 5 feet. On the island of Maui approximately 235,770 acres have been designated as “Agricultural” by the SLUC, representing just over 50 percent of the island.

The State Department of Agriculture created a classification system in 1977 identifying Agricultural Lands of Importance to the State of Hawai‘i (ALISH). This system is based mainly, though not solely, on the soil characteristics of the land. ALISH divides the land into three categories: "Prime," "Unique," and "Other Important" agricultural land, with any remaining areas classified as "Unclassified."

"Prime" agricultural lands have the soil quality, growing season, and moisture supply necessary to economically produce sustained crop yields when combined with modern farming techniques. "Unique" agricultural lands are capable of producing sustained high yields of specific crops due to their favorable combination of soil quality, growing season, and moisture supply. "Other Important" agricultural lands, while not classified as "Prime" or "Unique," are still considered significant for agricultural use at the state or local level.

Approximately 62,000 acres, or 26 percent, of Maui’s 235,770 acres of SLUC designated “Agricultural” lands are characterized as “Prime” lands by the ALISH system. The project area is classified as “Prime” by the ALISH system. Historically the project site was utilized for

agricultural uses related to the sugar cane trade. Since that time the project site has been vacant and does not have any active agricultural uses.

The University of Hawai'i's Land Study Bureau (LSB) created the Overall Productivity Rating system, which categorizes soils into five levels. Soils rated "A" have the highest productivity, while those rated "E" have the lowest. Numbers following these letters provide additional details about the soil, such as its texture, drainage capacity, and stoniness. These ratings are determined based on various factors like soil characteristics, topography, and climate. On Maui, approximately 21 percent of the island's SLUC "Agricultural" lands are classified as LSB "A" and "B" soils, indicating high productivity. The project area is within the State Agricultural District and, therefore, is provided a classification of A by the LSB.

Chapter 205, Hawai'i Revised Statutes (HRS), declared that the people of Hawai'i have a substantial interest in conserving the agricultural resources of the State. The State calls for the identification of Important Agricultural Lands (IAL) to identify and plan for the maintenance of a strategic agricultural land resource base that can support a diversity of agricultural activities and opportunities that expand agricultural income. The project area is not an IAL.

A discussion of the agricultural impacts of the proposed Project will be provided in the DEIS.

16. Topography. The Petition Area slopes in a southeast to northwest direction with low points near the adjacent Target store and the most northerly corner of the site along Pulehu Road.

17. Assessment of the Impacts of the Proposed Development on the Environment. A discussion of the impacts of the proposed Project on the environment (flora, fauna, groundwater

and surface water, archaeological and historical resources, cultural resources, agriculture, air and noise quality, scenic and open space resources) will be provided in the DEIS.

18. Availability or Adequacy of Public Services and Facilities. A discussion of the availability and adequacy of public services and facilities (roads, water, wastewater, drainage, electrical/cable/television, police and fire, educational, recreational, solid waste, medical) will be provided in the DEIS.

19. Location of the Proposed Development to in Relation to Adjacent Land Use Districts and Centers of Trading and Employment. The Petition Area is adjacent to lands in the Urban District and the Agricultural District. The Petition Area is also near to centers of trading and employment in the town on Kahului.

20. Economic Impacts of the Proposed Development. A Market and Economic impact study will be prepared and discussed in the DEIS.

21. Housing Needs of Low Income, Low-Moderate Income, and Gap Groups. The project will meet the requirements of Chapter 2.96, Maui County Code, the County's residential workforce housing policy.

22. Need for Reclassification. The proposed Project will provide much needed housing opportunities along with economic and entertainment opportunities in the area. A market and economic impact study will be prepared and discussed in the DEIS.

23. Hawai'i State Plan. The proposed Project's consistency with the Hawai'i State Plan will be discussed in the DEIS.

24. Hawai'i Coastal Zone Management Program. The proposed Project is not within the Special Management Area or the Shoreline Setback Area.

25. County of Maui General Plan. The proposed Project's consistency with the County of Maui General Plan will be discussed in the DEIS.

26. County of Maui Comprehensive Zoning Ordinance. The proposed Project's consistency with the County of Maui's Comprehensive Zoning Ordinance will be discussed in the DEIS.

27. County of Maui Special Management Area. The Petition Area is not within the Special Management Area.

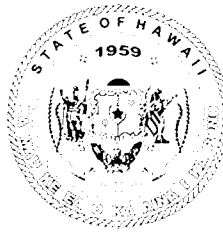
28. Infrastructure Deadline. It is unlikely that the Project will be substantially completed with ten (10) years after the date of the LUC's approval, provided however that the related onsite and offsite infrastructure improvements, along with initial phases of the Project can be completed within ten (10) years.

29. Hawaiian Customary and Traditional Rights. Petitioner is aware of and sensitive to the existence and practice of native Hawaiian customary and traditional rights that are protected by Article XII, Section 7 of the Hawai'i State Constitution. A cultural impact assessment for the Project will be prepared and included with the DEIS

30. Written Comments from Agencies and Organizations. Written comments from agencies and organization will be included in the DEIS.

**EXHIBIT 1**

DEED



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

July 3, 2023 8:01 AM

Doc No(s) A - 85840479

Doc 4 of 4  
Pkg 12225078 SKC

/s/ LESLIE T KOBATA  
REGISTRAR

Conveyance Tax: \$19,375.00

Return by Mail (X) Pickup ( ) To:

AX HOLDINGS, LLC  
P.O. BOX 330449  
KAHULUI, HI 96733

TG: 7311416556-S

TGE: 7322372087  
Jeremy Trueblood

RS-4

This document contains 22 pages

Tax Map Key No.: (2) 3-8-006-004 CPR 0002 (por.)  
Unit 2C of the Maui Economic Opportunity Condominium

LIMITED WARRANTY UNIT DEED  
WITH RESERVATIONS, COVENANTS, AND RESTRICTIONS

This LIMITED WARRANTY UNIT DEED WITH RESERVATIONS, COVENANTS, AND RESTRICTIONS (this "Unit Deed") is made this 3<sup>rd</sup> day of July, 2023, by ALEXANDER & BALDWIN, LLC, a Delaware limited liability company, hereinafter called the "Grantor" to AX HOLDINGS, LLC, a South Dakota limited liability company, whose address is 360 Papa Place, Suite 203, Kahului, Hawaii 96732, hereinafter called the "Grantee".

**1. Grant**

For and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, Grantor does hereby grant, bargain, sell, and convey unto Grantee, and its successors and assigns, absolutely and in fee simple, all of Grantor's right, title, and interest in and to:

All of that certain unit (the "Unit"), easements, rights and undivided interest in the common elements, being a portion of the Maui Economic Opportunity Condominium project (the "Condominium"), described in Exhibit "A" attached to and made a part of this Unit Deed subject, however, to the encumbrances mentioned in Exhibit "A";



And the reversions, remainders, rents, issues, and profits thereof, and all of the estate, right, title, and interest of Grantor, both at law and in equity therein and thereto (collectively, the “**Property**”);

**TO HAVE AND TO HOLD** the same, together with all rights, easements, privileges, and appurtenances thereon and thereto belonging or appertaining or held and enjoyed therewith, unto Grantee according to the tenancy herein set forth, forever.

SUBJECT, HOWEVER, to all of the reservations, encumbrances and covenants of Grantor and Grantee mentioned in this Unit Deed.

Grantor hereby covenants with Grantee that Grantor has good right to convey the Property and that the Property is free and clear of and from all encumbrances made or suffered by Grantor or by anyone claiming by, through or under Grantor, except as mentioned in said Exhibit “A” and except for the lien of real property taxes not yet required by law to be paid; and that Grantor will warrant and defend the same unto Grantee against the lawful claims and demands of all persons claiming by, through or under Grantor, except as aforesaid.

Pursuant to Section 18-215 of the Delaware Limited Liability Company Act, Grantor established within itself Series T, to which the Property has been allocated. Grantor is hereby conveying the Property on behalf of said Series T.

## 2. **Covenants and Restrictions**

Grantee, for itself, its successors and assigns, acknowledges, covenants and agrees with and to Grantor, its successors and assigns, as follows:

(a) **Compliance with Covenants.** The Grantee will observe, perform, comply with and abide by all of the terms, covenants, conditions, agreements, obligations and restrictions set forth in the Declaration of Condominium Property Regime of Maui Economic Opportunity Condominium, as the same are or may be amended or restated from time to time in accordance with law (the “**Declaration**”), the Bylaws of the Association of Unit Owners of the Condominium, and the Restrictive Covenant, each as defined in Exhibit “A” and as may be amended from time to time, and will indemnify and save harmless Grantor for any failure to observe and perform any such terms, covenants, conditions, agreements, obligations and restrictions.

(b) **Grantee Acceptance.** Grantee, for itself, its successors and assigns, hereby accepts the Property and acknowledges, covenants, and agrees with and to Grantor, its successors and assigns, that the Property is held and shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied and improved subject to the covenants, warranties, and restrictions contained in this instrument, which covenants, warranties, and restrictions are conditions to Grantor’s conveyance of the Property to Grantee.

(c) **Undivided Interest.** The undivided interest in and to the common elements conveyed by this Unit Deed shall not be separated from the Unit conveyed by this Unit Deed to which the undivided interest is appurtenant, and shall be conveyed or encumbered with the Unit even though such interest is not expressly mentioned or described in the conveyance or other

instrument, except as specifically provided in the Declaration. This provision shall be a covenant running with the land upon which the Condominium is situated.

(d) “As-Is” Conveyance. Except for the limited warranties of title set forth above, Grantee agrees (1) that it is acquiring the Property on an **“AS IS”** basis and based on its own investigation of the Property, (2) that Grantor is not making and has not at any time made any warranty, representation or guarantee, expressed, implied or statutory, written or oral, including, without limitation, any (i) warranty of habitability, merchantability or fitness for any purpose or of reasonable workmanship, concerning the Property or any of the improvements located thereon or therein, (ii) warranty, representation or guarantee with respect to title, zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Property with governmental laws, or (iii) warranty, representation or guarantee with respect to the truth, accuracy or completeness of the Property documents or any the information provided by or on behalf of Grantor to Grantee, or any other matter or thing regarding the Property, and (3) that Grantor has made no warranty, representation or guarantee as to any government limitation or restriction, or absence thereof, pertaining to the Property, or as to the presence or absence of any latent defect, subsurface soil condition, environmental condition, hazardous substance, toxic waste or any other matter pertaining to the physical condition of the Property. The entire risk as to the quality and performance of the Property and Grantee’s use of the Property is with Grantee, and if the Property proves defective, Grantee, and not Grantor, assumes the entire risk and costs of all necessary servicing, curing, correcting, or repair of the defects. Neither Grantor nor Grantor’s broker, if any, has made any representation, warranty or guarantee as to any land use controls or other laws, rules, and regulations of any governmental agency having jurisdiction applicable to the Property. Grantee shall be solely responsible for complying with all land use and environmental controls and other laws, rules, and regulation, including without limitation, those pertaining to hazardous substances and toxic wastes.

(e) Agricultural Activities & the Hawaii Right to Farm Act. The Property is adjacent to, nearby or in the vicinity of lands that in the past, present and/or future have been or may be actively used for the raising, growing, harvesting and processing agricultural products (such growing, harvesting and processing activities being herein collectively called the **“Agricultural Activities”**), which activities may from time to time bring upon the Property or result in noise, odors, smoke, dust, fumes, spray, vibrations, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the **“Agricultural By-Products”**). Each person acquiring the Property or any portion thereof or interest therein acknowledges that farming operations and practices on adjacent or contiguous land in the State Land Use Agricultural District are protected under Hawaii Revised Statutes Chapter 165, the Hawaii Right to Farm Act. The Grantee and each person subsequently acquiring any portion of or interest in the Property, and their respective tenants and lessees, assumes complete risk of and forever releases the Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, the Grantee and each such other person, with full knowledge of its rights, forever: (i) waives any right to require the Grantor, and releases the Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against the Grantor for injunction or abatement of nuisances. Any

Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of the Grantor under this agreement or be the basis for a suit or other claim for injunction or abatement of nuisances, and the Grantee hereby forever waives any right to file any such suit or claim. As used in this section regarding Agricultural Activities, all references to the "Grantor" shall mean and include the Grantor and all parent, subsidiary, sister and other affiliated companies of the Grantor, in their respective capacities as the current owner of the Property, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of the Grantor and its parent, subsidiary, sister and affiliated companies.

(f) Acknowledgement of Potential Aircraft and Airport Impacts. Each person acquiring the Property or any portion thereof or interest therein acknowledges that the Property is near the Kahului Airport and a flight path for aircraft arriving at or departing from such airport. Thus, the Property is subject to aircraft noise, right of flight, emissions, vibrations, and other incidences of aircraft operations.

(g) Utility and Other Effects. Grantee acknowledges that the Property is subject to or may be located adjacent to or in the vicinity of electric, water and other utilities (including, without limitation high-powered electrical transmission lines) and public roads and thoroughfares, and irrigation ditches and hydroelectric facilities which may result in, among other things, electromagnetic fields, nuisances, noise, dust, disturbances or hazards to persons and to property on or with the Property, and Grantee agrees to assume all risks of impairment of Grantee's use and enjoyment of the Property, loss in market value and property damage and personal injury arising from such utilities, public roads and thoroughfares, irrigation ditches and hydroelectric facilities.

Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, the Grantee, its heirs, personal representatives, successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases.

4. **Reservations.** Grantor reserves to itself, its successors and assigns, the right to designate, grant to third parties, relocate, delete and realign easements, licenses and rights-of-way over, under and across the Property for electrical, gas, communications, cable and television, and other utility purposes, for sewer, drainage, flowage, irrigation, storage and water purposes or facilities, for landscaping, planting, and screening purposes, for subdivision identification signage purposes and for sight distances over, under, along, across, and through the Property, together with all such customary and reasonable rights of access, construction, use, maintenance, repair and replacement in accordance with the specific purpose of the easement granted; provided, however, that any such easement shall be located solely within the Property's setback areas described in the Maui County Code or within easement areas designated on the subdivision map or condominium map for the Property at the time this Deed is recorded. Grantor expressly reserves all such easements and the

right to grant the same to any appropriate governmental agency or private or public utility or corporations of the owner or owners of other lots within the subdivision or land adjacent to or in the vicinity of the subdivision under the usual terms and conditions required by the grantee for such easement rights, without joinder or consent of Grantee or Grantee's mortgagee. In connection with the foregoing reservations, Grantee irrevocably appoints Grantor its attorney-in-fact to file maps designating such easements and to grant such easements and rights and to do all things necessary or convenient in connection with such easements, which power of attorney shall be assignable to a designee of Grantor and, being coupled with an interest shall be irrevocable and shall run with the Property. Grantee agrees to join in and execute all documents designating and conveying such easements. If the foregoing reservation shall be unlawful, void, or voidable for violation of the rule against perpetuities, then such provisions shall continue only until twenty-one (21) years after the death of the last survivor of the now living descendants of King Charles III. Notwithstanding anything to the contrary in this Unit Deed, this Section 4 shall be in addition to, and not in limitation of, Grantor's rights set forth in any other document.

(a) Utility and Other Effects. Grantee acknowledges that the Property is subject to or may be located adjacent to or in the vicinity of electric, water and other utilities (including, without limitation high-powered electrical transmission lines) and public roads and thoroughfares, and irrigation ditches and hydroelectric facilities which may result in, among other things, electromagnetic fields, nuisances, noise, dust, disturbances or hazards to persons and to property on or with the Property, and Grantee agrees to assume all risks of impairment of Grantee's use and enjoyment of the Property, loss in market value and property damage and personal injury arising from such utilities, public roads and thoroughfares, irrigation ditches and hydroelectric facilities.

(b) Easements Over Property. Grantor reserves the right to designate and to grant to the State of Hawaii, the County of Maui, Maui Electric Company, Board of Water Supply of the County of Maui, the Maui Business Park Phase II Association or any other appropriate governmental agency or to any public utility or other public or private corporation, non-exclusive access or utility easements that are designated on the Condominium Map for the Condominium, for electrical, gas, cable television, communications and other utility facilities and purposes and for sewer, drainage, water and irrigation purposes over, under along, across or through the Property under the usual terms and conditions required by the grantee or holder of such easement rights, without notice to or the consent or joinder of Grantee provided, however, that such easements shall not materially interfere with Grantee's use, development, occupancy or sale of the Property. Grantee hereby appoints Grantor as Grantee's attorney-in-fact to grant such easements and do all other things necessary to effectuate such grants. This power-of-attorney is coupled with interest and is irrevocable. Notwithstanding such appointment, Grantee shall promptly upon Grantor's request and for no additional consideration, join in and execute such documents and instruments to effectuate such grants as may be requested by Grantor. Grantee, for itself and its successors in interest in the Property agree to cooperate in executing whatever documents may be necessary to effectuate Grantor's reservation set forth in this Section 4(b).

## 5. Miscellaneous.

(a) Grantor and Grantee. Except as otherwise provided in this Deed the term "Grantor" as and when used in this Deed shall mean and include Grantor named above and Grantor's successors and assigns, and the term "Grantee" as and when used in this Deed shall mean and

include the Grantee named above and Grantee's successors and assigns; where there is more than one Grantee, the use of the singular shall be construed to include the plural wherever the context shall so require and the obligations of Grantee shall be joint and several, and the use of any gender shall include all genders.

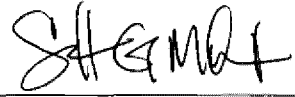
(b) Severability. In the event any covenant herein contained is held to be invalid or unenforceable in whole or in part, by any order, judgment or decree of any court, then such decision shall in no way affect the validity of the other covenants herein contained, and they shall remain in full force and effect.

(c) Counterparts. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties, even though all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

*[remainder of page intentionally left blank]*

IN WITNESS WHEREOF, the Grantor and the Grantee have executed these presents as of the date first set forth above.

**ALEXANDER & BALDWIN, LLC,**  
a Delaware limited liability company

By: \_\_\_\_\_

Name: Scott G. Morita

Title: Vice President, Series T

By: \_\_\_\_\_

Name: Jeffrey W. Pauker

Title: Vice President, Series T

Grantor

**AX HOLDINGS, LLC,**  
a South Dakota limited liability company,

By: 

Name: James A. Stonger, Jr.

Title: Manager

Grantee

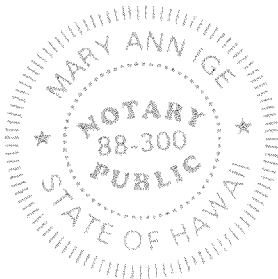
STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 26th day of June, 2023, before me personally appeared **SCOTT G. MORITA**, 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: \_\_\_\_\_ or ☒ Undated at time of notarization No. of Pages: 22

**Document Identification or Description:** Limited Warranty Unit Deed with Reservations, Covenants, And Restrictions



(Official Stamp or Seal)

Signature of Notary Public

Name: Mary Ann Ige  
Notary Public, State of Hawaii

My commission expires: May 30, 2024

**Jurisdiction in which notarial act is performed:**  
First Circuit, State of Hawaii



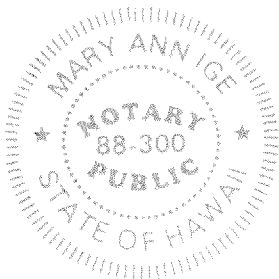
STATE OF HAWAII )  
 ) SS.  
CITY AND COUNTY OF HONOLULU )

On this 26th day of June, 2023, before me personally appeared **JEFFREY W. PAUKER**, 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: \_\_\_\_\_ or ☒ Undated at time of notarization      No. of Pages: 22

Document Identification or Description: Limited Warranty Unit Deed with Reservations, Covenants, And Restrictions



(Official Stamp or Seal)

Signature of Notary Public

Name: Mary Ann Ige  
Notary Public, State of Hawaii

My commission expires: May 30, 2024

Jurisdiction in which notarial act is performed:  
First Circuit, State of Hawaii

STATE OF HAWAII

)

) SS.

COUNTY OF MAUI

)

On this 26<sup>th</sup> day of June, 2023, before me personally appeared James A. Stenger, Jr., 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.

I further certify the following with regard to the foregoing instrument:

Doc. Date: \_\_\_\_\_ or ☒ Undated at time of notarization No. of Pages: 22

Document Identification or Description: Limited Warranty Unit Deed with Reservations, Covenants, And Restrictions



(Official Stamp or Seal)

[Signature]  
Signature of Notary Public

Name: GWEN VIDA  
EXPIRATION: October 11, 2026  
Notary Public, State of ~~South Dakota~~ Hawaii

My commission expires: \_\_\_\_\_  
Second Circuit

GN/np

### Exhibit A

All of those certain premises comprising a portion of that certain condominium project known as "MAUI ECONOMIC OPPORTUNITY CONDOMINIUM" (the "Condominium"), more particularly described in that certain Declaration of Condominium Property Regime dated as of December 27, 2012, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. A-47440542, and any improvements and appurtenances thereof as described in and established by the Declaration, as the same may have been or may be hereafter amended or restated from time to time (collectively, the "Declaration"), and as shown on the plans of the Condominium filed as Condominium Map No. 5149 in said Bureau, as the same may have been or may be later amended from time to time (collectively, the "Condominium Map"), described as follows:

-FIRST:-

Unit No. 2C of the Condominium as described in the Declaration and as shown on the Condominium Map.

Together with easements appurtenant to said Unit established by and described in the Declaration.

-SECOND:-

An undivided 70.24% interest in all common elements of the Project, as established for said Unit by the Declaration, or such other percentage interest as hereafter established for said Unit by any amendment of the Declaration, as tenant in common with all other owners from time to time of undivided interests in and to said common elements.

SUBJECT as to said common elements to the right of all other unit owners to use the common elements.

The land upon which said Condominium Project "Maui Economic Opportunity Condominium" is located is described as follows:

All of that certain parcel of land (being portion(s) of land(s) described in and covered by Grant 3343 to Claus Spreckels) situate, lying and being at Puunene, Wailuku, Island and County of Maui, State of Hawaii, being LOT 2-C-4-C-1-E, being a portion of Lot 2-C-4-C-1 of the "FIRST ASSEMBLY OF GOD SUBDIVISION", approved by the Department of Public Works, County of Maui, on May 31, 2011, corrected and accepted on May 18, 2012, Subdivision File No. 3.2208, area 237.059 acres, more or less.

Said parcel of land being more particularly described in Declaration of Condominium Property Regime dated as of December 27, 2012, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-47440542.

Together with a non-exclusive easement for drainage purposes over, under and across the burdened property in the location generally described in Exhibit "A" attached thereto, identified as Easement "D-5" (10-foot wide), as granted by GRANT OF DRAINAGE EASEMENT dated September 29,

2011, recorded as Document No. 2011-161644; and subject to the terms and provisions contained therein.

Together also with the right, in the nature of a nonexclusive easement for irrigation purposes over Easement "MW-1", as granted by GRANT OF IRRIGATION EASEMENT (MW-1), dated as of December 27, 2012, recorded as Document No. A-47440539, being more particularly described therein; and subject to the terms and provisions contained therein.

Together with an easement for access purposes to be used in common with others entitled thereto, over and across Lot 2-C-4-C-1-B-G of the First Assembly of God Subdivision, Subdivision File No. 3.2323, as set forth by Limited Warranty Deed with Reservations and Covenants dated December 23, 2021 and recorded as Document No. A-80270367.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : HAWAIIAN COMMERCIAL AND SUGAR COMPANY, a corporation duly organized and existing under and by virtue of the laws of the State of California

GRANTEE : HAWAIIAN COMMERCIAL AND SUGAR COMPANY, LIMITED, a corporation duly organized and existing under and by virtue of the laws of the Territory of Hawaii

DATED : effective December 31, 1926

RECORDED : Liber 865 Page 8

SUBJECT, HOWEVER, TO:

1. Mineral and water rights of any nature.
2. Any and all existing roadways, trails, easements, rights of way, flumes and irrigation ditches.
3. Flumes and ditches, as contained in EXCHANGE DEED dated June 23, 1924, recorded in Liber 740 at Page 134.

4. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED

DATED : May 25, 1982

RECORDED : Liber 16383 Page 392

GRANTING : a right and easement over Easement "1" for utility purposes being more particularly described therein and as referenced on map attached thereto

5. GRANT

TO : COUNTY OF MAUI

DATED : September 3, 1985  
RECORDED : Liber 19066 Page 747  
GRANTING : a non-exclusive easement over Easement "1" for water pipeline purposes being more particularly described therein

6. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)

DATED : March 10, 1987  
RECORDED : Liber 21128 Page 275  
PARTIES : ALEXANDER & BALDWIN, INC. and the COUNTY OF MAUI, through its Department of Public Works

7. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)

DATED : March 10, 1987  
RECORDED : Liber 21128 Page 284  
PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI

8. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)

DATED : January 5, 1988  
RECORDED : Liber 21534 Page 206  
PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI

9. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (THREE LOTS OR LESS)

DATED : January 5, 1988  
RECORDED : Liber 21534 Page 215  
PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the COUNTY OF MAUI

10. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (THREE LOTS OR LESS)

DATED : June 14, 1995  
RECORDED : Document No. 95-089570  
PARTIES : ALEXANDER & BALDWIN, INC., and the COUNTY OF MAUI

11. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)

DATED : June 27, 1995

RECORDED : Document No. 95-089571

PARTIES : ALEXANDER & BALDWIN, INC., and the COUNTY OF MAUI

12. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (LARGE LOTS)

DATED : June 14, 1995

RECORDED : Document No. 95-094770

PARTIES : ALEXANDER & BALDWIN, INC., and the COUNTY OF MAUI

13. The terms and provisions contained in the following:

INSTRUMENT : DEFERRAL OF SUBDIVISION REQUIREMENT AGREEMENT

DATED : July 13, 1995

RECORDED : Document No. 95-114079

PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the  
DEPARTMENT OF WATER SUPPLY of the County of Maui

14. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (DEFERRAL OF ROAD  
WIDENING LOTS)

DATED : November 9, 1995

RECORDED : Document No. 95-147052

PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the  
COUNTY OF MAUI, a political subdivision of the State of Hawaii

15. The terms and provisions contained in the following:

INSTRUMENT : DEFERRAL OF SUBDIVISION REQUIREMENTS AGREEMENT

DATED : August 31, 1995

RECORDED : Document No. 95-158022

PARTIES : ALEXANDER & BALDWIN, INC., a Hawaii corporation, and the  
DEPARTMENT OF WATER SUPPLY of the County of Maui

16. Easement in favor of MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, acquired by FINAL ORDER OF CONDEMNATION dated November --, 1996, filed in the Circuit Court of the Second Circuit, State of Hawaii, Civil No. 96-0929 (3) (Condemnation), on November 26, 1996, recorded as Document No. 96-170196, said easement being

Easement "11", area 339,564 square feet or 7.795 acres, more or less, for electrical transmission line purposes, being more particularly described therein.

17. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)

DATED : June 14, 2000

RECORDED : Document No. 2000-087672

PARTIES : ALEXANDER & BALDWIN, INC., and the COUNTY OF MAUI, through its Department of Public Works and Waste Management, a body politic and corporate, and a political subdivision of the State of Hawaii

18. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS

DATED : --- (acknowledged April 19, 2004)

RECORDED : Document No. 2004-078771

Joinder by ALEXANDER & BALDWIN, INC., a Hawaii corporation, dated --- (acknowledged April 19, 2004), recorded as Document No. 2004-078772.

19. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDITIONS

DATED : June 27, 2005

RECORDED : Document No. 2005-128814

20. DESIGNATION OF EASEMENT "1" (15 feet wide) for sewer line purposes in favor of Tax Map Key (2) 3-8-006-001, as set forth in DECLARATION OF EASEMENT dated January 17, 2007, recorded as Document No. 2008-010966, as referenced on map attached thereto.

21. The terms and provisions contained in the following:

INSTRUMENT : UNILATERAL AGREEMENT AND DECLARATION FOR  
CONDITIONAL ZONING

DATED : November 18, 2009

RECORDED : Document No. 2009-187098

PARTIES : MAHI ECONOMIC OPPORTUNITY, INC., a Hawaii nonprofit corporation, "MEO", and ALEXANDER & BALDWIN, INC., a Hawai'i corporation, "Declarant"

22. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION  
POTENTIAL

DATED : March 23, 2011

RECORDED : Document No. 2011-051296

PARTIES : ALEXANDER & BALDWIN, INC. and A&B PROPERTIES, INC.,  
"Subdivider", and the COUNTY OF MAUI, through its Department of  
Public Works, a political subdivision of the State of Hawaii, "County"

23. The terms and provisions contained in the following:

INSTRUMENT : FIRST AMENDED AND RESTATED SUBDIVISION  
AGREEMENT (LARGE LOTS)

DATED : April 18, 2011

RECORDED : Document No. 2011-065270

PARTIES : ALEXANDER & BALDWIN, INC. and A&B PROPERTIES, INC.,  
"Owner", and the COUNTY OF MAUI, through its Department of  
Public Works, a body politic and corporate, and a political subdivision  
of the State of Hawaii

The foregoing Restated Agreement supersedes in its entirety that certain Agreement dated  
September 2, 2009, recorded as Document No. 2009-139108.

24. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and  
HAWAIIAN TELCOM, INC., a Hawaii corporation

DATED : March 17, 2011

RECORDED : Document No. 2011-053742

GRANTING : a right and easement for utility purposes as referenced on the map  
attached thereto

25. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)

DATED : March 30, 2011

RECORDED : Document No. 2011-057405

PARTIES : ALEXANDER & BALDWIN, INC. and A&B PROPERTIES, INC.,  
"Owner", and the COUNTY OF MAUI, through its Department of  
Planning, a body politic and corporate, and a political subdivision of the  
State of Hawaii



26. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (SECTION 18.04.030.B-5  
EXCEPTION)

DATED : April 18, 2011

RECORDED : Document No. 2011-065269

PARTIES : A&B PROPERTIES, INC. and ALEXANDER & BALDWIN, INC.,  
"Owner", and the COUNTY OF MAUI, through its Department of  
Public Works, a body politic and corporate, and a political subdivision  
of the State of Hawaii, "County"

27. DESIGNATION OF EASEMENT "E-1"

PURPOSE : electrical

REFERENCED : on subdivision map prepared by Ken T. Nomura, Land Surveyor dated  
May 28, 2008, last revised May 11, 2012, approved by the Department  
of Public Works, County of Maui, Subdivision File No. 3.2208, on May  
3, 2011, corrected on May 18, 2012

28. DESIGNATION OF EASEMENT "E-2"

PURPOSE : electrical

REFERENCED : on subdivision map prepared by Ken T. Nomura, Land Surveyor dated  
May 28, 2008, last revised May 11, 2012, approved by the Department  
of Public Works, County of Maui, Subdivision File No. 3.2208, on May  
3, 2011, corrected on May 18, 2012

29. DESIGNATION OF EASEMENT "E-3"

PURPOSE : electrical

REFERENCED : on subdivision map prepared by Ken T. Nomura, Land Surveyor dated  
May 28, 2008, last revised May 11, 2012, approved by the Department  
of Public Works, County of Maui, Subdivision File No. 3.2208, on May  
3, 2011, corrected on May 18, 2012

30. DESIGNATION OF EASEMENT "E-4"

PURPOSE : electrical

REFERENCED : on subdivision map prepared by Ken T. Nomura, Land Surveyor dated  
May 28, 2008, last revised May 11, 2012, approved by the Department  
of Public Works, County of Maui, Subdivision File No. 3.2208, on May  
3, 2011, corrected on May 18, 2012

31. DESIGNATION OF EASEMENT "E-5"

PURPOSE : electrical

REFERENCED : on subdivision map prepared by Ken T. Nomura, Land Surveyor dated May 28, 2008, last revised May 11, 2012, approved by the Department of Public Works, County of Maui, Subdivision File No. 3.2208, on May 3, 2011, corrected on May 18, 2012

32. GRANT

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : December 27, 2012

RECORDED : Document No. A-47440534

GRANTING : a non-exclusive easement in gross for irrigation purposes over, under, through and across Easement "IR-1", being more particularly described therein and as referenced on the map attached thereto

33. GRANT

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, formerly known as ALEXANDER & BALDWIN, INC.

DATED : December 27, 2012

RECORDED : Document No. A-47440535

GRANTING : the right, in the nature of an easement for sewer purposes, over and across Easement "S-1A" for sewer purposes, being more particularly described therein and as referenced on the map attached thereto

34. DESIGNATION OF EASEMENT "S-1B" for sewer purposes in favor of Tax Map Keys (2) 3-8-006-001, (2) 3-8-006-003 and Lot 2-C-4-C-1-E as set forth in DECLARATION OF SEWER EASEMENT dated December 27, 2012, recorded as Document No. A-47440536, being more particularly described therein and as referenced on the map attached thereto.

35. DESIGNATION OF EASEMENT "S-6" for sewer purposes in favor of Tax Map Keys (2) 3-8-006-001, (2) 3-8-006-003 and Lot 2-C-4-C-1-E as set forth in DECLARATION OF SEWER EASEMENT dated December 27, 2012, recorded as Document No. A-47440537, being more particularly described therein and as referenced on the map attached thereto.

36. GRANT

TO : ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company

DATED : December 27, 2012

RECORDED : Document No. A-47440538

GRANTING : a non-exclusive easement for sewer purposes over, under, through and across Easement "S-3", being more particularly described therein and as referenced on the map attached thereto

37. GRANT

TO : MAUI BUSINESS PARK PHASE II ASSOCIATION INC, a Hawaii nonprofit corporation

DATED : December 27, 2012

RECORDED : Document No. A-47440540

GRANTING : a non-exclusive easement on, over, across, under and through Easement "WM-1" for potable water meter purposes, being more particularly described therein and as referenced on the map attached thereto

38. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR "MAUI ECONOMIC OPPORTUNITY CONDOMINIUM"

DATED : December 27, 2012

RECORDED : Document No. A-47440542

MAP : 5149 and any amendments thereto

Said Declaration was amended by instruments dated October 20, 2021, recorded as Document No. A-79650643, dated November 24, 2021, recorded as Document No. A-80040488, and dated June 1, 2023, recorded as Doc No. A-85520955.

-Note:- Any recorded amendments to said Declaration affecting apartments other than the specific apartment described herein, are not shown.

39. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF UNIT OWNERS

DATED : --- (acknowledged December 27, 2012)

RECORDED : Document No. A-47440543

40. GRANT

TO : MAUI ECONOMIC OPPORTUNITY, INC., a Hawaii nonprofit corporation

DATED : as of December 27, 2012

RECORDED : Document No. A-47440545

GRANTING : the right, in the nature of a nonexclusive easement for sewer purposes, on, over, across, under and through Easement "S-6", more particularly described therein and as referenced on the map attached thereto

41. The terms and provisions contained in the following:

INSTRUMENT : SEWER SERVICE BILLING AGREEMENT

DATED : October 7, 2013

RECORDED : Document No. A-50420868

PARTIES : COUNTY OF MAUI, ALEXANDER & BALDWIN, INC., and MAUI BUSINESS PARK PHASE II ASSOCIATION CLARIFICATION OF SEWER SERVICE BILLING AGREEMENT dated December 31, 2013, recorded as Document No. A-51290700A thru A-51290

42. The terms and provisions contained in the following:

INSTRUMENT : HOLD-HARMLESS AGREEMENT

DATED : May 8, 2015

RECORDED : Document No. A-65330998

PARTIES : MAUI ECONOMIC OPPORTUNITY, INC., "Applicant", and the COUNTY OF MAUI, "County"

No joinder by ALEXANDER & BALDWIN, LLC.

43. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT AND GRANT AND RESERVATION OF EASEMENTS

DATED : December 23, 2021

RECORDED : Document No. A-80270364 and A-80270365

PARTIES : ALEXANDER & BALDWIN, LLC, a Delaware limited liability company, "A&B", MAUI BUSINESS PARK PHASE II ASSOCIATION, a Hawaii nonprofit corporation, "Association" collectively with A&B, "Grantee", and COUNTY OF MAUI, a political subdivision of the State of Hawaii, "County"

RE : County of Maui grants to Grantee (i) a nonexclusive easement over, across, under and through Easement A-4 for access and utility purposes, and (ii) an easement over, across, under and through Easement D-4 for drainage purposes.

The foregoing includes, but is not limited to, matters relating to reservation of easements.

44. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and HAWAIIAN TELCOM, INC., a Hawaii corporation

DATED : March 10, 2022  
RECORDED : Document No. A-82310960  
GRANTING : a non-exclusive right and easement for utility purposes over and across  
Easement E-6 and Easement E-8

AGREEMENT REGARDING GRANT OF EASEMENT dated August 31, 2022, recorded  
as Document No. A-82850690.

45. GRANT

TO : MAUI ELECTRIC COMPANY LIMITED, a Hawaii corporation

DATED : October 24, 2022  
RECORDED : Document No. A-83710533  
CONSENT : a non-exclusive right and easement for the transmission and distribution  
of electricity

46. The following are shown on revised Condominium Map of MAUI ECONOMIC  
OPPORTUNITY CONDOMINIUM, prepared by Erik S. Kaneshiro, Land Surveyor, with  
Austin, Tsutsumi, Associates, Inc., dated March 20, 2023, filed in the Bureau of  
Conveyances as Condominium Map No. 5149:

- (A) Existing Easement B-1 for drainage basin purposes;
- (B) Existing Easement D-3 for drainage purposes;
- (C) Existing Easement B-1 for drainage purposes;
- (D) Existing Easement B-2 for drainage purposes;
- (E) Existing Temporary Construction Easement for temporary construction purposes;
- (F) Existing temporary utility easement up to three (3) years for electrical and access  
purposes;
- (G) Existing Utility Easement for electrical and access purposes;
- (H) Easement A-1(50-ft. wide) for access purposes;
- (I) Easement Unit 2A Surface Water;
- (J) Easement D-5 (85-ft. wide) for drainage and access purposes; and
- (K) Easement RW-1 for access and road widening purposes.

47. Declaration of Easement Rights, Covenants, Conditions and Restrictions dated and recorded  
in the Bureau substantially concurrently herewith.

48. Grants of Easements dated July 3, 2023 and recorded in the Bureau substantially concurrently  
herewith, granting (a) a temporary non-exclusive 25-foot wide easement, and (b) a perpetual  
non-exclusive 25-foot wide easement.

49. Claims arising out of customary and traditional rights and practices, including without  
limitation those exercised for subsistence, cultural, religious, access or gathering purposes,  
as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.

50. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other  
matters which a correct survey or archaeological study would disclose.

**EXHIBIT 2**

AUTHORIZATION

STATE OF HAWAII )  
 )  
COUNTY OF MAUI ) SS.


1. I am the Manager of Ax Holdings, LLC, a South Dakota limited liability company.

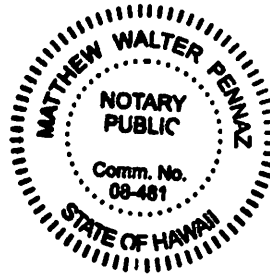
3. I hereby authorize HO‘ONANI DEVELOPMENT LLC, a Hawai‘i limited liability company, to file a Petition to Amend the Agricultural Land Use District Boundary into the Urban Land Use District for the Property and to take all actions necessary to effectuate said district boundary amendment.

~~JAMES A. STENGER, JR.~~

Subscribed and sworn to me on

this 14<sup>th</sup> day of August, 2025.

  
MATTHEW WALTER PENNAZ  
Notary Public, State of Hawaii



My commission expires: 10/12/2028

### NOTARY CERTIFICATION STATEMENT

Document Title: Authorization to File Petition


Documents Consists of 2 pages.

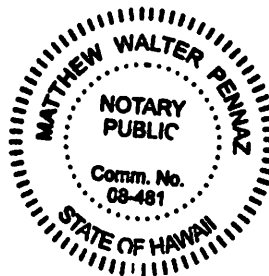
Date of Document: August 14, 2025

Date of Notarial Act &

Notary Certification Statement: August 14, 2025

Jurisdiction in which notarial act performed: Second Judicial Circuit, State of Hawaii

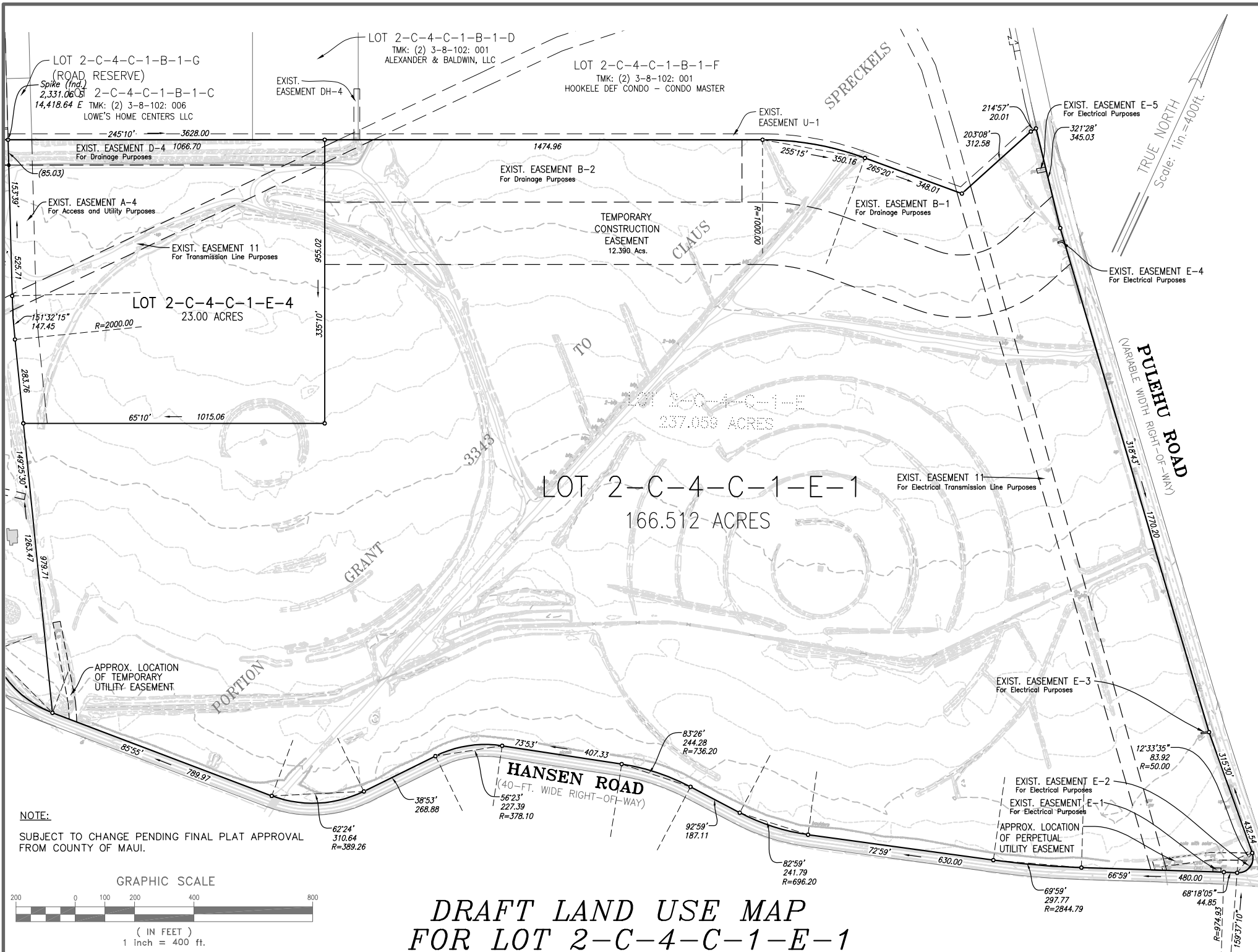
Matthew Walter Pennaz, First Circuit Doc. Date: 8/14/25  
No. of Pages: 2 Doc. Description: Authorization  
+ File Petition  
  
Notary Signature Date 8/14/25  
NOTARY CERTIFICATION





**EXHIBIT 3**

PETITION AREA



TMK: (2) 3-8-006: 004

Z:\2023\23-526 MBP MEO SUBDIVISION\SURVEY\DWG\23526PP - LAND USE MAP FOR LOT E-1.DWG



AUSTIN, TSUTSUMI & ASSOCIATES, INC. CIVIL ENGINEERS \* SURVEYORS

1871 WILI PA LOOP SUITE A \* WAILUKU, MAUI, HAWAII 96793

8.5" X 11"

JOB NO.: 23-526

## **EXHIBIT 4**

### PRELIMINARY DEVELOPMENT TIMELINE\*

- **December 2027 – May 2029:** Phase I Construction to Substantial Completion.
- **December 2029 – May 2031:** Phase II Construction to Substantial Completion.
- **December 2031 – May 2033:** Phase III Construction to Substantial Completion.
- **December 2033 – May 2035:** Phase IV Construction to Substantial Completion.
- **December 2035 – May 2037:** Phase V Construction to Substantial Completion.
- **December 2037 – May 2039:** Phase VI Construction to Substantial Completion.

\*Note that these are estimated dates, subject to change.



3. I make this verification pursuant to HAR §15-15-39, Land Use Commission Rules.



4. I have read the foregoing document and the contents therefore are true and correct to the best of my knowledge and belief.

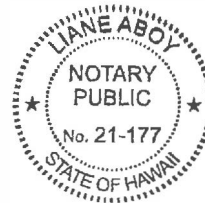
Dated: Kahului, Hawai'i, August 18, 2025

  
GREGORY SADO

Subscribed and sworn to me on

this 18<sup>th</sup> day of August, 2025.

Liane Aboy   
~~MATTHEW WALTER PENNAZ~~   
Notary Public, State of Hawaii



My commission expires: ~~10/12/2025~~ <sup>LA</sup> 12/12/2025

**NOTARY CERTIFICATION STATEMENT**

Document Title: Verification

Documents Consists of 2 pages.

Date of Document: August 18, 2025

Date of Notarial Act &

Notary Certification Statement: August 18, 2025

Jurisdiction in which notarial act performed: Second Judicial Circuit, State of Hawaii

**BEFORE THE LAND USE COMMISSION**  
**OF THE STATE OF HAWAI‘I**

In the Matter of the Petition of

HO‘ONANI DEVELOPMENT LLC

To Amend the Agricultural Land Use District  
Boundary into the Urban Land Use District for  
Approximately 166.512 acres of land situate at  
Pu‘unēnē, Wailukū, Island and County of Maui,  
State of Hawai‘i, Tax Map Key: (2) 3-8-006-  
004-0005

DOCKET NO. A25-811

CERTIFICATE OF SERVICE

CERTIFICATE OF SERVICE

THE UNDERSIGNED HEREBY CERTIFIES that on this date, a true and correct copy  
of the foregoing was duly served upon the following parties VIA ELECTRONIC MAIL:

MARY ALICE EVANS

Director, State Office of Planning and Sustainable Development  
*Via e-mail to [maryalice.evans@hawaii.gov](mailto:maryalice.evans@hawaii.gov) & [dbedt.op.lud@hawaii.gov](mailto:dbedt.op.lud@hawaii.gov)*

KATE BLYSTONE

Director, County of Maui Department of Planning  
*Via e-mail to [kate.blystone@co.maui.hi.us](mailto:kate.blystone@co.maui.hi.us)*

DATED: Wailuku, Hawai‘i, August 20, 2025.

  
\_\_\_\_\_  
JEFFREY UEOKA

Attorney for Petitioner  
HO‘ONANI DEVELOPMENT LLC