

MUTUAL SETTLEMENT AGREEMENT

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This Mutual Settlement Agreement (hereinafter "Agreement") is made by and between the following individuals and entities:

1. Save Sharks Cove Alliance (which is comprised of MPW, HTF, McElheny, Thielst, Sanchez and Surfrider Foundation), Mālama Pūpūkea-Waimea ("MPW"), Hawaii's Thousand Friends (HTF"), Larry McElheny ("McElheny"), John Thielst ("Thielst"), Cora Sanchez ("Sanchez"), and Surfrider Foundation

(hereinafter collectively "SSCA");
2. Hanapohaku LLC

(hereinafter "Developer"); and
3. City and County of Honolulu, City Council of the City and County of Honolulu, and Department of Planning and Permitting of the City and County of Honolulu ("DPP")

(hereinafter jointly "City").

Collectively, SSCA, Developer and City are referenced herein as "the Parties."

This Agreement is effective upon full execution by the Parties.

WHEREAS, Developer owns three parcels of real property located at: (1) 59- 517 Kamehameha Highway, Hale'iwa, Hawai'i 96712, TMK No. 5-9-011:068; (2) 59-706 Kamehameha Highway, Hale'iwa, Hawai'i 96712, TMK No. 5-9-011:069; and (3) 59-053 Pahoe Road, Hale'iwa, Hawai'i 96712, TMK No. 5-9-011:070 (together, the "Property");

WHEREAS, on or about January 11, 2019, SSCA commenced a civil action against Developer and City, otherwise identified as Civil No. 19-1-0057-01, filed in the First Circuit Court for the State of Hawai'i ("Civil Action"), seeking declaratory and injunctive relief;

WHEREAS, the Civil Action concerned, in part, a Special Management Area ("SMA") Use Permit issued to Developer by City in 2018 (2018/SMA-41) (the "SMA Major"), as well as an After-the-Fact SMA (Minor) Permit issued to Developer by the City in 2017 (2017/SMA-21) (the "SMA Minor");

WHEREAS, on July 1, 2020, Mālama Pūpūkea-Waimea filed a related action, 1CCV-20-0000945, an administrative appeal of a contested case of 2017/SMA-21 ("Contested Case"),

which appeal was terminated by the Parties and remanded to the City for further proceedings by stipulation filed on December 22, 2020;

WHEREAS, on or about September 27, 2019, Developer filed counterclaims against Save Sharks Cove Alliance, MPW, HTF, Thielst, Sanchez, and McElheny (hereinafter “Counterclaims”), in the Civil Action;

WHEREAS, the Parties have agreed to settle and fully resolve all disputes that are the subject of the Civil Action and the Contested Case, subject to specific and material terms enumerated below;

NOW, THEREFORE, for good and valuable consideration inherent to the terms of this Agreement, the sufficiency of which is expressly acknowledged, the Parties agree as follows:

1. Compliance. Developer agrees to comply with all conditions of the SMA Minor, SMA Major, and any future SMA permits, B-1 Neighborhood Business District zoning, the North Shore Sustainable Communities Plan dated May 2011 (“NSSCP”), all applicable federal, state, and city laws (including, but not limited to, ordinances relating to nonconforming uses and structures), as may be amended from time to time, and this Agreement.
2. Penalties. In the event of future non-compliance with any SMA conditions, B-1 Zoning, the NSSCP, or the provisions of this Agreement, Developer agrees to pay penalties assessed by the City. Developer reserves the right to compromise and settle the amount of the penalties with the City. Information, including all communications with the City, regarding any penalties assessed, compromised, or settled shall be subject to disclosure under Paragraph 4, below.
3. Businesses/Tenants/Operations Consistent with Zoning Requirements. Developer agrees to establish and maintain a business/tenant/operations mix that is consistent with the NSSCP and B-1 zoning. Pursuant to ROH § 21-3.110(b), “The intent of the B-1 neighborhood business district is to provide relatively small areas which serve the daily retail and other business needs of the surrounding population.” General examples of businesses/operations that serve the daily retail and other business needs of the surrounding population include, but are not limited to: appropriately scaled urgent care or medical facilities (including dental, optometrist, lab/clinics); pharmacy and health products; banking institutions; post offices; grocers; police substations; hardware or garden suppliers; educational, recreational, and child care services that offer term enrollment; permanent professional or community organization offices; and food establishments that do not advertise primarily to tourists.

For the purpose of this Agreement, “tenants” includes any and all renters, lessees, sublessees, licensees and sublicensees of Developer relative to the Property, including but not limited to entities allowed by Developer to operate businesses and/or reside upon the Property, including operators of food trucks.

4. Information Sharing. Developer agrees to post accurate information, updated at least monthly, on its website regarding any updates to all aspects of its permitting and compliance process, including penalties assessed and fines paid, and anticipated tenant mix. Developer also agrees to have a representative attend the meetings of the Sunset Beach Community Association (“SBCA”) and the North Shore Neighborhood Board (“NSNB”) at least quarterly, throughout the permitting process and until the Developer, an initial tenant, or both, as applicable, receives certificates of occupancy for all of the initial tenants under the SMA Major, provided that Developer is not required to make any presentations or answer questions. Developer shall provide to the City and to SSCA a Compliance Report by January 31 of each calendar year that discusses and reviews Developer’s actions with respect to the conditions and requirements in this Agreement, the SMA Major, the SMA Minor, and any other government permits applicable to the Property. The Developer’s duty to submit an annual Compliance Report to SSCA shall terminate: (a) three years after the completion of the SMA Major development; and/or (b) ten years under the SMA Minor development.
5. Hotline: Developer shall establish, maintain, and publicize on its website a section dedicated to receiving and recording complaints about its operations. The Developer shall maintain a visible electronic archive including the content of these complaints and the Developer’s responses to the complaints. The Developer is not required to publicly post any complaint until accompanied with its response. The Developer is also not required to publicly respond to any complaints that amount to “talk stink” (i.e. the complaint lacks merit or is otherwise not a bona fide good faith complaint). However, all complaints must be provided to a designated representative of SSCA, through counsel, monthly, included in the annual Compliance Report, and available to DPP upon request.
6. Pahoe Road Neighbor Fence. Developer shall install, within three months of executing this Agreement, or one month after issuance of all required permits, whichever is later, a 6’ tall continuous chain-link fence with no gate, landscaped with a combination of in-ground and continuous abutting planter boxes for a 3’ wide and 6’ tall vegetation buffer on Developer’s property on the Pahoe Road side of the fence, to afford the Pahoe Road residents a visual and privacy buffer from the development, extending from the makai end to the mauka end of the Property along Pahoe Road, provided that, at the intersection of Pahoe Road and Kamehameha Highway, the vegetation buffer shall be lower if necessary to preserve lines of sight for drivers exiting Pahoe Road. The foregoing is subject to approval by the City of all necessary permits and approvals, including any variance. To the extent feasible, Developer agrees to use native plants for the vegetation

buffer (e.g., Naupaka). On a monthly basis, Developer will post on its website its progress on the fence and landscaping work.

7. Wastewater, Stormwater, and Groundwater Compliance and Monitoring. Developer agrees to commence implementation, within 30 days of execution of this Agreement, or 30 days of issuance of all required permits, whichever is later, the Property drainage improvements required under the current SMA Minor. Immediately, and in consultation with an engineer, Developer will take all reasonably necessary actions and precautions to ensure there are no measurable identifiable pollutants in excess of legal limits to the surrounding natural resources from wastewater, stormwater, or groundwater associated with the Property. Developer also agrees to comply with all federal, state, and city laws relating to wastewater, stormwater, and groundwater compliance and monitoring, and to make such information available on Developer's website.
8. Traffic, Congestion and Pedestrian Safety. SSCA and Developer share concerns about the current and future traffic, congestion, and pedestrian safety issues in the area of Sharks Cove. Developer agrees to reasonably cooperate with applicable governmental agencies to mitigate negative traffic impacts generated by the Property along Kamehameha Highway, on Pūpūkea Road, and on Pahoe Road. Developer agrees to post Annual Average Daily Traffic Counts conducted by the State Department of Transportation on its website, on a semi-annual basis.
9. Food Trucks. Developer agrees to require all food truck operators to comply with Department of Health ("DOH") statutes and rules, City ordinances and permits, and the terms of their license agreements to operate on the Property. Developer also agrees to require all food truck operators to move their food trucks off-site on a regular basis, and no less than twice per month. All servicing and major cleaning of the food trucks shall be carried out at their associated support kitchens, the identity and location of which, for each food truck, shall be identified on Developer's website and provided to the City at the time of the City's baseline inspection referred to in Paragraph 21. Effective within 90 days of the execution of this Agreement, Developer agrees to: (a) not allow a total of more than five food trucks to operate on the Property at any time under either the SMA Minor or any SMA major permit; and (b) under both the SMA Minor and SMA Major, ensure that all wastewater from the food truck operations is being properly disposed of in accordance with applicable DOH statutes and rules. Further, Developer will regulate the food truck operations under both the SMA Minor and SMA Major to avoid an atmosphere designed and intended to primarily attract tourists; to limit large signage visible from the highway (as referenced in Paragraph 16) so as to avoid driver distraction in this area; and to avoid catering to tourists.
10. Green Building. Developer agrees that construction or renovation of any building or features on the Property will use commercially reasonable efforts to meet high standards

for design, construction, and sustainability and to the extent practicable adhere to USGBC Green Building Standards for Gold LEED or equivalent.

11. Green Business Operations. Developer agrees to operate all businesses and activities on the Property with a view towards sustainability, including for example, the use of renewable energy and prohibiting the sale and use of single-use plastics and plastic straws, polystyrene products, non-reef-safe sunscreen (the only acceptable reef safe ingredients being titanium dioxide and non-nano zinc oxide) and skin products. Developer also agrees to encourage tenants' use of recyclable or compostable products.
12. Landscaping. In order to visually screen the development in a manner consistent with preservation and enhancement of the local residents' sense of place and the scenic beauty of the neighborhood, and to further increase pedestrian safety by discouraging highway crossing in unsafe areas, the Developer agrees as follows:
 - (a) Within 90 days of execution of this Agreement, Developer agrees to install and maintain a landscape barrier of continuous, abutting, planter boxes that are at least 2.5' tall along Kamehameha Highway mauka of the existing trees and telephone pole, extending from the driveway entrance to the makai terminus of the fence along Pahoe Road, and to plant and maintain in the planter boxes plantings that are no less than 1.5' above the top of the planter boxes, to effectively camouflage the food trucks and other businesses from the highway provided that, near the intersection of Pahoe Road and Kamehameha Highway, the vegetation shall be lower if necessary to preserve lines of sight for drivers exiting Pahoe Road. Developer agrees to maintain the plantings at a height of no less than 1.5' above the top of the planter boxes to ensure that this camouflage planting is maintained and is consistent with the aim to cater to residents in the surrounding area and not to tourists. Developer also agrees to install appropriate signage on the Property to direct pedestrian traffic to the crosswalk at Pūpūkea Road, to the extent permitted by the City and/or State, and to seek appropriate approvals from the City and/or State for such signage.
 - (b) Pedestrian access to the Property, other than at the designated cross walk at Pūpūkea Road, shall continue to be blocked until Developer has obtained all building and grading permits required under the SMA Major. Upon the satisfaction of this condition, Developer may remove the landscape barrier described in Paragraph 12(a), provided that doing so does not compromise pedestrian safety. At all times, Developer agrees to install permanent landscaping in a manner that mitigates the visual impact of the Property consistent with the aim to cater to residents in the surrounding area and not to tourists passing by.
 - (c) To the extent reasonably possible, Developer otherwise agrees to use endemic, indigenous, or "canoe" plants or trees and plants for landscaping on the Property and to

provide educational identification plant signage. Developer also agrees to consider potential water shortages in its landscaping plans.

13. Educational Information. Developer agrees to install educational interpretive signs that are not directly illuminated to provide information about the natural, cultural, and recreational resources, safety, and the rules of and pono practices concerning Pūpūkea Beach Park and Pūpūkea Marine Life Conservation District (“MLCD”). Developer agrees to display in the common areas brochures to convey information pertaining to the natural, cultural, and recreational resources, safety, and the rules of and pono practices concerning Pūpūkea Beach Park and MLCD, such as the MLCD restrictions on fishing and on kayak embarkment and disembarkment. MPW has already incurred the cost of designing signs and brochures, and is willing to share those designs with Developer so that Developer’s costs would be limited to the costs of replication, installation and necessary permits.
14. Fishing Gear. Developer agrees not to sell fishing gear and nets and to prohibit its tenants from doing the same.
15. Native and Migratory Birds and Endangered Hoary Bat. Developer agrees to comply with all federal, state, and city laws with respect to native and migratory birds and endangered hoary bats, including light shielding to protect dark skies at night, while allowing for adequate lighting for security purposes.
16. Tourist Trap Prohibitions. Developer agrees to prohibit the usage of “hawking,” inflatable figures, toys, or structures, sign twirlers, tents, lights, and signage in violation of applicable laws, signage within 30 feet of the highway, and signage extending further than three feet beyond the exterior of any building or food truck, except for educational and traffic safety signage referenced in Paragraphs 12 and 13. Developer, on behalf of itself and on behalf of its tenants, also agrees not to advertise in any media primarily targeting tourists.
17. Tourism Vehicles. Developer agrees to prohibit parking or drop-off for tour vans, tour buses and tour operations at the Property.
18. Nuisance. Developer agrees to comply with federal, state, and city laws regarding noise, odors, dust, fumes, and other nuisances from the Property that impact residents of Pahoe Road, other neighbors, or users of the Pūpūkea Beach Park and MLCD. Developer agrees to prohibit the use of the Property for events that cater primarily to tourists rather than the immediate residential community.
19. Inspection. Developer agrees to allow any City and County of Honolulu or State of Hawaii agencies to inspect the Property at any reasonable time without advance notice to ensure compliance with all permit and legal conditions.

20. Cooperation. The City agrees to cooperate in support of the terms of this Agreement and to provide full support and expeditious review of any permits or requested changes to permits or conditions required, to ensure implementation and compliance with this Agreement.
21. Baseline Compliance. No later than thirty days after the execution of the Settlement Agreement, Department of Planning and Permitting (“DPP”) shall: (a) conduct a full and complete baseline inspection of the Property, to ensure compliance with the SMA Minor, (b) record the results of the inspection in an inspection report, which identifies any necessary corrections, and provides a timeline for the Developer to implement such corrections; and (c) provide a copy of the report to SSCA and Developer.
22. SMA Contested Case Proceedings.
- (a) The City agrees that, under the Hawai‘i Constitution and other applicable laws, particularly HRS Chapter 205A and ROH Chapter 25, when a City-issued development permit is approved and then contested, a contested case hearing process conducted by a qualified, independent, and impartial hearing officer assigned within a reasonable period of time of the filing of the contest or appeal, and independent review by the Director of the hearing officer’s proposed decision, is required to ensure due process and fairness for all parties.
- (b) The Parties agree to cooperate and support future efforts that will strengthen the capacity of DPP to institutionalize a regularized hearing officer system for contested cases, which may include pro bono attorneys, and to support DPP’s requests to City Council for budget, staff, and/or a process for recruiting and appointing hearing officers and/or an Ombudsperson for the department.
23. Assessment and Collection of Penalties or Fines for Violations.
- (a) To promote transparency with the public and stakeholders, DPP agrees to revise its Rules of Practice and Procedure and its Rules Relating to the Administration of Codes to: (1) establish transparent, just, and appropriate fine-collection policies, procedures, and/or rules; (2) clarify the procedures for making complaints to DPP; and (3) clarify DPP’s procedures for responding to complaints. DPP also agrees to post a copy of its revised rules on its website and to receive and consider public comments in the rulemaking process. DPP agrees to complete a draft of its revised rules no later than 60 days after execution of this Agreement and to make good faith efforts to complete the rulemaking process within one year of executing this Agreement.
- (b) Developer shall pay, and DPP shall settle and collect from Developer, no less than \$30,000.00 to resolve the fines imposed by Notice of Order No. 2017/NOO-062.

24. Document Disclosure.

(a) The City agrees to provide a copy of this Agreement, the SMA Major, and SMA Minor on its website for public reference; and

(b) The DPP Director or Acting Director agrees to recommend ways to increase substantially the transparency, timelines, and the availability of SMA permit review and approvals, and violation information, on the DPP website for all participants in the permitting process and the public.

25. Public Trust. As a political subdivision of the State, the City has an affirmative duty to present and future generations under the public trust doctrine. See *Kauai Springs, Inc. v. Planning Comm'n of County of Kauai*, 133 Hawai'i 141, 171-72, 324 P.3d 951, 981-82 (2014) (under Article XI, section 1 of the Hawai'i Constitution, the State and its political subdivisions have an affirmative duty to conserve and protect water resources) (citing *In re Water Use Permit Applications*, 94 Hawai'i 97, 139, 9 P.3d 409, 451 (2000) (Hawai'i Constitution mandates that state has duty to ensure the continued availability and existence of its water resources for present and future generations)).

26. Sustainable Communities Plans. The City and Developer agree that the development authorized by the SMA Minor and the SMA Major must comply with the North Shore Sustainable Communities Plan. The City and Developer also agree that consistent with Resolution No. 18-245, CD1, FD1 and B-1 zoning, the SMA Major, must provide "for a mix of tenants that primarily cater to area residents by providing convenient and essential services for the surrounding community" (the "Tenant Mix Requirement"). DPP shall also review and approve or disapprove SMA Major tenants for compliance under the Tenant Mix Requirement when performing its review of building permit applications and any future Project Site change of use.

27. Developer Documentation. Developer will obtain documentation from each food truck of its compliance with the requirements of Paragraph 9 of this Agreement. Developer will keep and maintain the documentation of each food truck's compliance with Paragraph 9 of this Agreement for the most recent 12-month period and provide the same to the City upon request.

28. Fees and Costs. Each Party shall be responsible for its own attorneys' fees and costs incurred in the currently pending litigation and the Contested Case. In any action brought to enforce the terms of this Agreement, the prevailing party will be entitled to recover its attorneys' fees and costs from the non-prevailing party.

29. Monitoring Permit Conditions, Applicable Laws, and this Agreement. In cooperation with the City, Developer agrees to monitor compliance with any SMA or other permit conditions and relevant federal, state, and city laws in a manner consistent with B-1

Zoning, the Oahu General Plan and the NSSCP, as well as this Agreement. Developer also agrees to immediately disclose any non-compliance on its website along with the steps being taken to address the non-compliance.

30. Mandatory Mediation. Any and all matters in dispute arising from or relating to this Agreement, or the breach thereof, shall first be submitted to confidential mediation in accordance with the Rules, Procedures and Protocols for Mediation of Dispute Prevention & Resolution, Inc., then in effect, provided that such mediation shall be concluded upon the sooner of 30 days after the selection of the mediator, or 45 days after the demand for mediation. The Parties agree to cooperate in good faith to promptly select a mediator, and that a good faith attempt to resolve all issues in mediation within the timeframe above is a pre-condition to further adversarial proceedings regarding enforcement of this Agreement. Developer shall pay 50% of the fees of the mediator. The City will not be held responsible in whole or in part for any mediation costs incurred under this provision.
31. Counterclaims. Developer agrees that it will dismiss, with prejudice, its Counterclaims against Save Sharks Cove Alliance, MPW, HTF, Thielst, Sanchez, and McElheny, and will not bring future claims against Plaintiffs or any of them, arising out of the Civil Action. Developer recognizes that the Court previously dismissed its abuse of process claim in Plaintiffs' favor and that there has been no finding on the merits of Developer's only remaining claim for alleged tortious interference with a prospective business opportunity. Developer agrees that it will receive no monetary or other specific consideration for the dismissal, with prejudice, of its Counterclaims.
32. Order of Dismissals. Developer agrees that the stipulation for dismissal of its Counterclaims with prejudice shall be submitted for approval and filing within three (3) business days of full execution of this Agreement, in advance of the filing of any stipulation for the dismissal with prejudice of SSCA's claims against Developer and the City. A fully executed copy of this Agreement will be filed and the stipulation dismissing SSCA's claims against Developer and the City will be submitted for approval and filing to the Court within ten (10) business days thereafter. MPW shall also dismiss the remanded Contested Case against the City and Developer within ten (10) business days thereafter.
33. Successors and Assigns. This Agreement shall be binding on the Parties hereto, and to each of their corporate representatives, successors, successors in interest, assigns, owners, shareholders, partners, agents, corporate affiliates, and any and all persons, entities and/or parties claiming by, through or under them.
34. No Admission of Liability. The Parties further understand and agree that no action on the part of any party this Agreement shall constitute or be construed as an admission of any liability whatsoever, unless otherwise so stated herein. Rather, it is understood that

this Agreement is a compromise of disputed claims related to the Civil Action and the Contested Case.

35. Merger and Integration. This Agreement contains the entire agreement by and between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties in connection herewith, including but not limited to that certain Final Term Sheet filed in the Civil Action on December 30, 2020, at or about 3:56 p.m., H.S.T.
36. Captions and Headings. In this Agreement, the captions, headings, enumerated paragraphs and subsections are inserted for convenience, general reference and identification purposes only and shall neither limit nor otherwise affect any substantive provision of this Agreement.
37. No Representation. SCCA, Developer and City have not made representations to each other, unless otherwise stated herein, to induce the terms set forth in this Agreement.
38. Governing Law. This Agreement shall be subject to, governed by, construed, and enforced pursuant to the laws of the State of Hawai'i.
39. Amendments. This Agreement shall not be altered, amended, modified, or otherwise changed in any response whatsoever, except by a writing duly executed by the Parties.
40. Severability. If any provision of this Agreement is held to be invalid, void, or unenforceable, the balance of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired, or invalidated, unless by doing so the balance of this Agreement is frustrated.
41. Representation. The Parties acknowledge that they have each had full opportunity to review and consider the terms of this Agreement, with the assistance of legal counsel, and that by executing this Agreement it is their intent, in good faith, to be bound by the terms of this Agreement. Further, by executing this Agreement, the signatories to this Agreement affirmatively represent that they are authorized to bind themselves and/or the entity or entities for which they are signing this Agreement. In the case of the City and County of Honolulu, its signatory affirmatively represents that this Agreement is intended to, and shall, also be binding upon its Council as well as its Department of Planning and Permitting.
42. Construction. This Agreement shall be construed without regard to the identity of the person(s) drafting the same and shall be construed as though all Parties participated equally in the drafting of this Agreement. The Parties agree that any rule of construction that this Agreement be construed against the drafting party shall not apply.

43. Execution in Counterparts. This Agreement may be signed in counterparts, all of which when taken together shall constitute the agreement of the Parties hereto.
44. Honoring the Settlement Agreement. The parties agree not to disparage this Agreement and the actions or motivations of those involved in seeking to resolve this dispute. This non-disparagement provision is not meant to restrict either party from complaining with regard to non-compliance with the terms of this agreement.

IN WITNESS WHEREOF and in acknowledgment and acceptance of the terms of this Agreement, the Parties hereby execute this Agreement, as indicated below.

SAVE SHARKS COVE ALLIANCE



By: LARRY MELHENY
Its: Authorized Representative

Dated: 19 JAN. 2021

APPROVAL AS TO FORM:

MARGARET DUNHAM WILLE, ESQ.
TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff/Counterclaim Defendant
SAVE SHARKS COVE ALLIANCE

Save Sharks Cove Alliance v. City and County of Honolulu, et al.; Civil No. 19-1-0057-01 JHA;
Mutual Settlement Agreement

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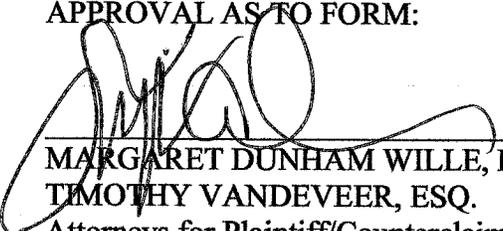
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SAVE SHARKS COVE ALLIANCE

By: LARRY McELHENY
Its: Authorized Representative

Dated: _____

APPROVAL AS TO FORM:



MARGARET DUNHAM WILLE, ESQ.
TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff/Counterclaim Defendant
SAVE SHARKS COVE ALLIANCE

Save Sharks Cove Alliance v. City and County of Honolulu, et al.; Civil No. 19-1-0057-01 JHA;
Mutual Settlement Agreement

MĀLAMA PŪPŪKEA-WAIMEA

Demise Antokini

By: Demise Antokini

Its: President

Dated: 1-20-2021

APPROVAL AS TO FORM:

erika amatore

PAMELA W. BUNN, ESQ.

ERIKA L. AMATORE, ESQ.

Attorneys for Plaintiff/Counterclaim Defendant

MĀLAMA PŪPŪKEA-WAIMEA

Save Sharks Cove Alliance v. City and County of Honolulu, et al.; Civil No. 19-1-0057-01 JHA;
Mutual Settlement Agreement

HAWAII'S THOUSAND FRIENDS

Donna Wong

By: Donna Wong

Its: Executive Director

Dated: 1/21/21

APPROVAL AS TO FORM:

Erika Amatore

PAMELA W. BUNN, ESQ.

ERIKA L. AMATORE, ESQ.

Attorneys for Plaintiff

HAWAII'S THOUSAND FRIENDS

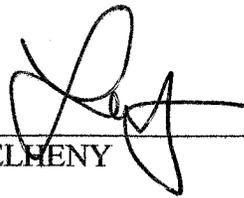
APPROVAL AS TO FORM:

Gene K. Jau

GENE K. JAU, ESQ.

Attorney for Counterclaim Defendant

HAWAII'S THOUSAND FRIENDS



LARRY McELHENY

Dated: 19 JAN. 2021

APPROVAL AS TO FORM:

MARGARET DUNHAM WILLE, ESQ.
TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff
LARRY McELHENY

APPROVAL AS TO FORM:

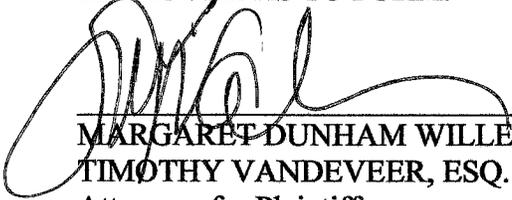


MICHELE-LYNN E. LUKE, ESQ.
BRADFORD K. CHUN, ESQ.
Attorneys for Counterclaim Defendant
LARRY McELHENY

LARRY McELHENY

Dated: _____

APPROVAL AS TO FORM:



MARGARET DUNHAM WILLE, ESQ.

TIMOTHY VANDEVEER, ESQ.

Attorneys for Plaintiff

LARRY McELHENY

APPROVAL AS TO FORM:

MICHELE-LYNN E. LUKE, ESQ.

BRADFORD K. CHUN, ESQ.

Attorneys for Counterclaim Defendant

LARRY McELHENY

Save Sharks Cove Alliance v. City and County of Honolulu, et al.; Civil No. 19-1-0057-01 JHA;
Mutual Settlement Agreement



JOHN THIELST
Dated: _____ 1/20/21

APPROVAL AS TO FORM:

MARGARET DUNHAM WILLE, ESQ.
TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff/Counterclaim Defendant
JOHN THIELST

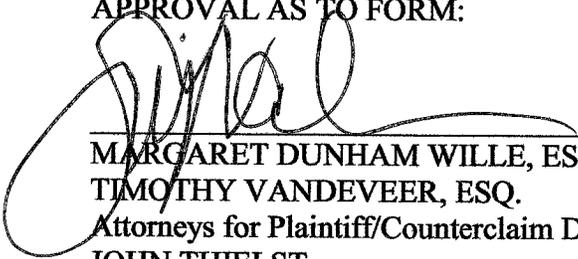
APPROVAL AS TO FORM:

WADE J. KATANO, ESQ.
Attorney for Counterclaim Defendant
JOHN THIELST

JOHN THIELST

Dated: _____

APPROVAL AS TO FORM:



MARGARET DUNHAM WILLE, ESQ.
TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff/Counterclaim Defendant
JOHN THIELST

APPROVAL AS TO FORM:

WADE J. KATANO, ESQ.
Attorney for Counterclaim Defendant
JOHN THIELST

JOHN THIELST

Dated: _____

APPROVAL AS TO FORM:

MARGARET DUNHAM WILLE, ESQ.
TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff/Counterclaim Defendant
JOHN THIELST

APPROVAL AS TO FORM:



WADE J. KATANO, ESQ.
Attorney for Counterclaim Defendant
JOHN THIELST



CORA SANCHEZ

Dated: 1-22-2021

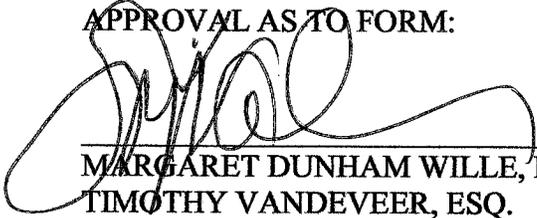
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TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff/Counterclaim Defendant
CORA SANCHEZ

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Dated: _____

APPROVAL AS TO FORM:



MARGARET DUNHAM WILLE, ESQ.

TIMOTHY VANDEVEER, ESQ.

Attorneys for Plaintiff/Counterclaim Defendant

CORA SANCHEZ

SURFRIDER FOUNDATION


By: CHAD E NELSON

Its: CEO

Dated: 1.22.2021

APPROVAL AS TO FORM:

MARGARET DUNHAM WILLE, ESQ.
TIMOTHY VANDEVEER, ESQ.
Attorneys for Plaintiff
SURFRIDER FOUNDATION

Save Sharks Cove Alliance v. City and County of Honolulu, et al.; Civil No. 19-1-0057-01 JHA;
Mutual Settlement Agreement

SURFRIDER FOUNDATION

By: _____

Its: _____

Dated: _____

APPROVAL AS TO FORM:



MARGARET DUNHAM WILLE, ESQ.

TIMOTHY VANDEVEER, ESQ.

Attorneys for Plaintiff

SURFRIDER FOUNDATION

CITY AND COUNTY OF HONOLULU

Saito, Brad

Digitally signed by Saito,

Brad T.

Date: 2021.01.20

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T.

By: Brad T. Saito

Its: Attorney

Dated: 1/20/21

APPROVAL AS TO FORM:



Digitally signed by Aoki,

Paul S

Date: 2021.01.25

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PAUL S. AOKI, ESQ.

BRAD T. SAITO, ESQ.

JACOB GARNER, ESQ.

Attorneys for Defendants

CITY AND COUNTY OF HONOLULU,

CITY COUNCIL OF THE CITY AND COUNTY

OF HONOLULU, DEPARTMENT OF PLANNING

AND PERMITTING OF THE CITY AND COUNTY

OF HONOLULU

HANAPOHAKU LLC



By: Andrew Yani

Its: Manager

Dated: January 19, 2021

APPROVAL AS TO FORM:



TERRENCE M. LEE, ESQ.

BRETT R. TOBIN, ESQ.

Attorneys for Defendant/Counterclaim Plaintiff

HANAPOHAKU LLC