

September 3, 2015

Land Use Commission
State of Hawaii
P.O. Box 2359
Honolulu, Hawaii 96804-2359

SUBJECT: Annual Report for Docket No. A-89-642
Wailuku and Piihaha Project Districts
Wailuku, Maui, Hawaii

2015 SEP - 8 A 8:03
LAND USE COMMISSION
STATE OF HAWAII

Dear Honorable Chairman and Members:

In response to Condition 12 of the Findings of Fact, Conclusions of Law, and Decision and Order, dated January 30, 1990, we are pleased to submit the following report.

BACKGROUND

On January 30, 1990, the Land Use Commission (the "Commission") issued its Findings of Fact, Conclusions of Law, and Decision and Order in Docket No. A89-642, granting the reclassification of approximately 624 acres of land situated at Wailuku and Piihaha, County of Maui, State of Hawaii, comprised of approximately 545 acres of land identified on the Tax Maps of the State of Hawaii as Tax Map Key Number: 3-5-01:01 (portion), 17 (portion), and 3-4-07:02 (portion) (hereinafter referred to as "Wailuku Project District"); and 79 acres identified on the Tax Maps of the State of Hawaii as Tax Map Key Number: 3-3-01:16 (portion), 33, and 3-4-32:10, 18 and 01 (portion) (hereinafter referred to as "Piihaha Project District") from the Agricultural to the Urban Land Use District.

Petitioner is currently developing the property pursuant to Maui County's three-phase "project district" zoning ordinance.

Petitioner submitted the "Phase I" applications for both Project Districts to the County of Maui in April 1990. These submittals petitioned the County to establish the Project

Districts and define the zoning within them. The proposals were brought before the County Council for review and was approved in November 1991.

Petitioner submitted "Phase II" applications for both Project Districts to the County of Maui in December of 1991. These submittals further refine the designs of the projects and continue study of the projects' impacts on the surrounding communities. These submittals also set standards for architecture, occupancy, and specific uses within the Project Districts. The County of Maui has approved the Phase II submittals for each project.

In 2002, the Petitioner submitted a Phase II Amendment for a 65-acre portion of Kehalani. The amendment reallocated the location of certain uses within the Project District, more specifically to centralize the location of the school and community park. County approval was granted for this request on September 16, 2002.

In 2010, the Department of Education received Phase II approval to build a second elementary school for the Wailuku school district at Kehalani. Construction of the Puu Kukui Elementary School is completed and opened in the summer of 2013. The service district map for this new elementary school includes the entire Kehalani community.

In 2011, Kehalani Holdings Company, Inc. received Urban Design Review Board and Phase III approval to proceed with the Kehalani Village Center (commercial center). Construction of the first phase of the initial anchor tenant (Long's Drugs) opened in October 2012. Aloha Gas completed construction and opened its gas station in January 2014. Foodland completed construction and opened its store in June 2014. McDonald's started construction of its restaurant in June 2014 and opened in January 2015.

On January 22, 2013 all undeveloped properties at Kehalani, including the Kehalani Village Center and undeveloped properties at Piihana, were conveyed by Kehalani Holdings Company, LLC and Kehalani Mauka LLC to RCFC Kehalani, LLC and RCFC Piihana, LLC. A copy of the letter dated February 12, 2013, to the Land Use Commission was submitted with the 2014 Annual Report.

Wailuku Project District - Phase III approvals are granted by the County of Maui for each individual neighborhood or project. Each approval requires the submittal of such information as site layout, product and landscaping design and a review of compliance with the zoning and Phase II conditions. The Phase III approval process will continue throughout the life of the Project District. To date, Kehalani has received Phase III approvals on 20 of the 28 planned neighborhoods in the Wailuku Project District. Of the approved neighborhoods, 7 are east (makai) of Honoapiilani Highway, and 13 are west (mauka) of the highway. An updated site map of the Kehalani Master Plan and updated

Development Summary dated April 15, 2015 are attached for your reference (see **Exhibit "A"**).

Piihane Project District - There is currently no activity at the Piihane Project District. This site has a number of exactions that make the development of this project infeasible. Such exactions include but are not limited to construction of a bridge across Iao Stream, water system improvements, offsite roadway improvements, a wastewater pump station and affordable housing requirements. The Petitioner is currently looking into cost sharing opportunities to make development of Piihane more economically viable and working with the County of Maui, Department of Water Supply to obtain the necessary water for the project. The Petitioner will keep the Commission updated on any progress on this topic and its effect on the original D&O.

UPDATE ON COMPLIANCE TO LUC CONDITIONS:

1. **Petitioner shall provide housing opportunities for low, low-moderate, and moderate income residents of the State of Hawaii by offering for sale or lease a number of units equal to at least thirty percent (30%) of the residential units in each of the Project Districts of the Property, at prices which families with an income range of up to one hundred and twenty percent (120%) of the County of Maui's median income can afford, and a number of units equal to at least thirty percent (30%) of the residential units in each of the Project Districts of the Property, at prices which families with an income range of one hundred twenty to one hundred forty percent (120% - 140%) of the County of Maui's median income can afford.**

This condition may be fulfilled through construction and distribution of units in the Property or through other projects within the same Community Plan District as the Property, under such terms as may be mutually agreeable, between Petitioner and the Housing Finance and Development Corporation of the State and the County of Maui.

This condition may also be fulfilled, with the approval of the Housing Finance and Development Corporation and the County of Maui, through construction of rental units to be made available at rents which families in the specified income ranges can afford.

In addition, Petitioner may obtain the special credit, as determined by the Housing Finance and Development Corporation and the County of Maui, for the provision of more than ten percent (10%) of the total units of housing affordable to persons with incomes less than eighty percent (80%) of Maui's median income and for the provision of housing for special needs

groups, as determined by the Housing Finance and Development Corporation and the County of Maui.

Insofar as possible, the Petitioner shall implement this affordable housing requirement concurrently with the completion of market priced units for the residential project. The determination of median income, as the term is used in this condition, shall be based on median income figures published by the United States Department of Housing and Urban Development at the time that construction of such housing units is commenced.

Response: The Petitioner continues to work with the Maui County Department of Housing and Human Concerns (DHHC) on fulfilling the affordable requirements associated with both Project Districts. To date, the Petitioner has built and sold a total of 876 affordable units at Kehalani and within the surrounding Wailuku Community Plan area. Additionally, the Petitioner donated 11 acres of land adjacent to the Piihaha Project District to MEO for the development of transitional housing. Affordable credits from these efforts are being used to satisfy the current requirements for Kehalani. A letter dated February 4, 2015 from the County of Maui, DHHC, and related summary confirms the total housing units built and affordable credits earned through December 31, 2014 is attached for your reference. **See Exhibit "B".**

2. **Petitioner shall prepare, or participate in the preparation of, a regional traffic Impact study to address all traffic Impacts resulting from the Project in coordination with the State Department of Transportation and the County of Maui.**

Petitioner shall participate on a pro rata share basis in the funding and construction of regional transportation improvements identified by, and to the satisfaction of the State Department of Transportation Department of Transportation and the County of Maui. The Petitioner shall also fund and construct the transportation improvements in the immediate vicinity, and necessitated by the proposed development as identified by, and to the satisfaction of, the State Department of Transportation and the County of Maui. In addition, Petitioner shall submit construction plans, traffic studies, and drainage reports associated with the Project Districts to the State Department of Transportation and the County of Maui for review and approval.

Response:

Wailuku Project District - Petitioner has completed a Long Range Traffic Master Plan, which studied the impacts of additional traffic both within the Districts and in

the surrounding communities, to the State Department of Transportation (SDOT) and the Maui County Department of Public Works (DPW). The long-range Traffic Master Plan has been approved by these agencies.

Petitioner has approval from the SDOT regarding the improvements required on Honoapiilani Highway to mitigate the impacts of the development. Petitioner also has the approval of the County of Maui for its plan to mitigate traffic. The most recent improvement was the completion of traffic signals at the intersection of Honoapiilani Highway and Kehalani Parkway. The Petitioner also has completed plans to improve the intersection of Honoapiilani Highway and Kuikahi Drive with exclusive left-turn lanes. The first phase of this project was completed in 2011 and the second phase will start construction shortly and will be completed in the first quarter of 2016.

The latest Traffic Impact Assessment Report, dated March 2003, has been accepted for the ongoing phases of work at Kehalani and SDOT has allowed the County to continue processing individual projects at Kehalani for development. An updated traffic evaluation report was completed in December 2014 and submitted to SDOT as part of the Kuikahi/Honoapiilani Intersection Improvement Project. See **Exhibit "C"**.

Piihana Project District - Petitioner, as a part of the approval process, completed a long-range Traffic Master Plan. Petitioner submitted this plan to both the SDOT and the DPW. The long-range Traffic Master Plan has been approved by these agencies. SDOT will have the opportunity to review and approve the project once development plans have been finalized for Piihana.

3. **Petitioner shall prepare drainage and erosion control plan and shall fund and construct the necessary drainage improvements.**

Response:

Wailuku Project District - Drainage and erosion control plans are required by the County for each phase of development at Kehalani. The Petitioner has Agreements with the County of Maui to install regional on- and off-site drainage improvements that benefit both Kehalani and the surrounding areas. Copies of these agreements were included with the Annual Report for 2009. The drainage improvements are divided into two (2) basic areas, makai (serving areas below the Highway) and mauka (serving areas above the Highway). The makai drainage system is completed and the mauka system is 95% completed. Both systems are designed to handle both pre-and post-development runoff from Kehalani. The balance of the mauka drain improvements will be completed as additional mauka modules are developed.

Piihana Project District – Preliminary drainage plans were produced as part of the Project District approval process. More detailed plans will be completed, reviewed, and approved as development plans are finalized for this project.

4. **Petitioner shall provide the necessary water source and transmission facilities to service the Project.**

Response: The Petitioner continues to work with the Maui Department of Water Supply (DWS) to address water system needs for both projects. The Agreement for Implementation of Water Master Plan for Kehalani and First Amendment to Agreement for Implementation of Water Master Plan outlines various water storage and transmission system improvements required at Kehalani. These Agreements were submitted with the 2009 Annual Report. The Petitioner is current with the requirements under these Agreements.

In July 2003 the Iao Aquifer was officially designated as a ground water management area. The Petitioner applied for and was granted a new water use permit for Kehalani in 2007 for its Wailuku Shaft 33 well situated within the Kehalani lands. The Petitioner will utilize this source for water service to Kehalani and has entered into a development agreement with the DWS to develop Wailuku Well No. 2 as a replacement well for Shaft 33. The development of this well is underway and is anticipated to be completed in mid-2016.

5. **Petitioner shall pay its pro rata share to expand or improve the existing Kahului Wastewater Treatment Plant and/or route the wastewater to be generated by the Project to the proposed new Central Maui Wastewater Treatment Plant to the satisfaction of the County of Maui, Department of Public Works, and the State Department of Health. Petitioner shall also participate in the funding of the proposed new wastewater treatment plant and required transmission lines.**

Response: In January 1990, the planned expansion of the Central Maui Wastewater Treatment Plant was completed. The plant's capacity was increased from 6.0 to 7.9 million gallons per day. Currently, Petitioner is paying an impact fee on a per-unit basis for collection and treatment facility expansion. Petitioner will connect the Project's collection main to the County system, which will flow to the treatment plant. Petitioner and the County Department of Environmental Management are jointly studying and evaluating the incremental increases to the public system as development proceeds within the Project Districts. The increased capacity of the Central Maui Wastewater Treatment Plant is anticipated to provide sufficient capacity for the Project.

The Petitioner has entered into an agreement with the County of Maui to participate in the upgrade of existing offsite sewer collection systems. A copy of this agreement was attached to the 2009 Annual Report. There are (3) phases of off-site sewer improvements required for Kehalani. The first two (2) phases have already been completed by the Petitioner. In discussions with the DPWEM, the third and final phase of the offsite sewer collection system may no longer be required.

6. **Petitioner shall inform all prospective occupants of the Hawaii Right-to-Farm act, Chapter 165, Hawaii Revised Statutes, which limits the circumstances under which pre-existing farming activities may be deemed a nuisance.**

Response: Petitioner has prepared a disclosure form for its sales packages and will include restrictive covenants on all deeds for lots to be sold or leases for occupation in the Project disclosing the Hawaii Right-to-Farm Act, Chapter 165, Hawaii Revised Statutes, which limits the circumstances under which pre-existing farm activities may be deemed a nuisance.

7. **Petitioner shall provide its pro rata share for school facilities as may be required by and to the satisfaction of the State Department of Education.**

Response: Petitioner has finalized the process of developing 14 acres for an elementary school site within the Wailuku Project District 3. The DOE has completed construction of the new elementary school and the school opened on August 4, 2013. Improvements to the Waihee School site have also been completed. The Warranty Deed to the State Department of Education (DOE) has been executed and recorded. See **Exhibit "D"**. The Educational Contribution Agreement for Wailuku-Kahului Project District 3 and related amendments document the Petitioner's satisfaction of pro rata share requirements for education at Kehalani. Copies of these agreements and amendments were included in previous reports.

8. **Petitioner shall provide its pro rata share for police, fire, park, and solid waste disposal as may be required by and to the satisfaction of the County of Maui.**

Response: Petitioner is committed to provide its prorated share for police, fire, park, and solid waste disposal. Both Project Districts include areas for private and neighborhood parks. On September 21, 2012, Petitioner entered into a new park assessment agreement with the County of Maui for Wailuku Project District 3. The agreement calls for the completion of the Mauka and Makai Parks. The agreement and Resolution 12-92 was submitted with the 2014 Annual Report.

Petitioner initiated construction of the Makai Park in March 2014 and completed and conveyed the park to the County of Maui in May 2015. See **Exhibit “E”**. With regard to the Mauka Park, Petitioner recently received its grading permit from the County of Maui and has commenced with construction. However, Petitioner is still awaiting its building permit for the restroom facility and upon receipt, will commence with that work as well. To date, the County of Maui has not required pro rata payments for police and fire services.

9. **Petitioner shall perform further subsurface testing of the Piihana Project District to the satisfaction of the State Historic Preservation Office. Petitioner shall also submit a mitigation plan to the State Historic Preservation Office for review and approval.**

Petitioner shall immediately stop work and contact the State Historic Preservation Office should any archaeological resources such as artifacts, shell, bone or charcoal deposits, human burial, rock or coral alignments, pavings or walls be encountered during the Project’s development.

Response: Petitioner has worked with the State Historic Preservation Office to create a satisfactory mitigation plan. A key aspect of the plan is the creation of a Historical Preservation Easement designed to protect those areas within the Piihana Project District that are likely to contain significant archaeological material. Petitioner will continue to comply with this condition throughout the site development and construction of both Project Districts.

The completion of the mitigation plan shall coincide with the development of the adjacent areas within the Project District. This will allow for better integration of the plan to the specific overall plans for the area surrounding the dune. The Petitioner remains committed insuring the preservation of the dune area. To date, no work has been performed in the subject area.

Kehalani already has an approved mitigation plan in place for ongoing development. The Petitioner will continue to adhere to this plan for the remainder of the Kehalani project.

10. **Petitioner shall develop the Property in substantial compliance with the representations made to the Land Use Commission in obtaining the reclassification of the Property.**

Response:

- A. Wailuku Project District - Petitioner has received “Phase II” approval from the County of Maui. The “Phase II” approval process is a public hearing

process which evaluates a more specific site plan, architectural designs and conditions. Petitioner has also obtained Phase III approval on 20 of the 28 planned neighborhoods within the project. During the Phase III approval process the County of Maui Planning Director reviews plans for site and conceptual building design to ensure its compliance with representations made at the Phase I and II approval process. The plans provided to the County of Maui are substantially in keeping with the Information provided to the Commission. Therefore, the Commission can be assured that work for the various phases of the Project District will be carried out in accordance with the intent of the submittals made to the Commission.

- B. Piihaha Project District - Petitioner has received "Phase II" approval from the County of Maui. The "Phase II" approval process is a public hearing process which evaluates a more specific site plan, architectural designs and conditions. Design work will be carried out within the intent of these same submittals. Further, the County of Maui's approval process for both projects also takes into consideration the SLUC conditions to assure Petitioner's compliance.

11. Petitioner shall give notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Property covered by the approved petition, prior to the development of the Property.

Response:

- A. Wailuku Project District – All undeveloped land at Kehalani, including the Kehalani Village Center was conveyed to RCFC Kehalani, LLC on July 22, 2013.
- B. Piihaha Project District – Land was conveyed to RCFC Piihaha, LLC on July 22, 2013.

The Commission was notified of the conveyance and a copy of the notification letter was submitted with the 2014 Annual Report.

- C. Wailuku Project District – As noted in the 2014 Annual Report, Module 19, identified as TMK (2)3-5-001:090 was conveyed to HBT OF KEHALANI LLC on August 11, 2014.

12. **Petitioner shall provide annual reports to the Commission, the Office of State Planning and the County of Maui Planning Department in connection with the status of the subject project and the Petitioner's progress in complying with the conditions imposed.**

Response: This report is submitted in compliance with this requirement. Copies of the report are being provided to the Office of State Planning and the County Department of Planning.

13. **C. Brewer Properties, Inc. shall enter into an agreement with the Department of Hawaiian Home Lands (DHHL) that Petitioner shall take no action within four years of the date of said Agreement, on Petitioner's Piihana and Wailuku Project Districts, which will jeopardize the ability of DHHL to apply for or obtain an allocation of sewage treatment capacity from the County. Said Agreement shall be recorded within thirty (30) days of the effective date of the Commission's Decision and Order and shall run with the land.**

Response: As noted in previous Annual Reports, DHHL already completed its developments near the Piihana Project District and was not impacted by the subject Project Districts.

14. **In the event that Petitioner should sell its interest in its Piihana and Wailuku Project Districts, the Petitioner shall subject the property to deed restrictions to run with the land which shall require the successors and assigns to comply with the terms and conditions set forth in the Commission's Decision and Order.**

Response: As referenced in the response to Condition 11, the Petitioner conveyed the Kehalani (Wailuku Project District 3) lands to RCFC Kehalani, LLC and Piihana lands (Wailuku Project District 2) to RCFC Piihana, LLC. In addition, RCFC Kehalani, LLC conveyed property in Kehalani (Wailuku Project District 3), identified as TMK (2)3-5-001:090 to HBT OF KEHALANI LLC on August 11, 2014. The property is subject to the terms and conditions set forth in the Commission's Decision and Order.

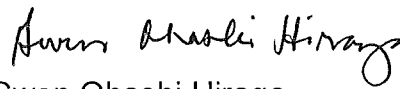
15. **The Commission may fully or partially release these conditions as to all or any portion of the Property upon timely motion, and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.**

Response: At this time, the Petitioner is not requesting release from any of the conditions originally imposed.

Land Use Commission
September 3, 2015
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If you have any questions, or require further information with regard to this Annual Report, please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Gwen Ohashi Hiraga". The signature is fluid and cursive, with the first name "Gwen" being more prominent.

Gwen Ohashi Hiraga
Senior Advisor

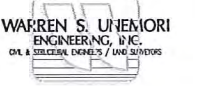
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Enclosures

Cc: Brian Ige, Dowling Company, Inc. (w/enclosures)
Department of Planning (w/enclosures)
Office of State Planning (w/enclosures)

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EXHIBIT A.



KEHALANI DEVELOPMENT SUMMARY
Wailuku-Kahului Project District 3 (Wailuku)
04/15/15

MODULE / NEIGHBORHOOD	# OF UNITS	ACREAGE	DENSITY PER ACRE	SUBDISTRICTS													TOTAL (Acreage)	
				VMX (Acreage)					RESIDENTIAL (Acreage)					PARK (Acreage)	ROADWAYS, OPEN SPACE/DRAINAGE (Acreage)			
				Commercial	Residential	School	Other	Subtotal	SF3	SF5	SF7	MF	Subtotal		Roadways	Open Space/ Drainage		Subtotal
COMPLETED OR IN PROGRESS DEVELOPMENTS																		
Makai																		
Kaimana	179	33.24	5.39						19.19				19.19		9.18	4.87	14.05	33.24
C-5 (Halemalu)	30	5.33	5.63							4.20			4.20		1.02	0.10	1.13	5.33
C-7 (Nanea)	80	17.19	4.65							12.45			12.45		4.02	0.71	4.73	17.19
C-3 (Olena I)	31	5.97	5.19		4.82			4.82							1.15		1.15	5.97
C-2 (Olena II)	32	6.86	4.66		4.99			4.99							1.87		1.87	6.86
C-6/10 (Kehalani Gardens)	132	11.10	11.89		11.10			11.10										11.10
C-1/11 (Kehalani Village Center)		20.15		19.54				19.54							0.61		0.61	20.15
Makai Park		7.52											7.52					7.52
Total Makai	484	107	5	20	21	0	0	40	19	17	0	0	36	8	18	6	24	107
Mauka																		
21 (Ohia I)	140	28.11	4.98							22.15			22.15		5.66	0.30	5.96	28.11
20 (Maunaleo)	83	20.48	4.05								15.87		15.87		3.12	1.49	4.61	20.48
1 & 4 (Koa)	72	24.98	2.88								17.96		17.96		6.01	1.01	7.02	24.98
15 (Iliahi)	92	9.80	9.39		9.80			9.80									0.00	9.80
22 (Ohia II)	44	10.01	4.40								8.06		8.06		1.74	0.21	1.95	10.01
10 (Akolea)	97	27.84	3.48								22.60		22.60	0.61	4.22	0.40	4.63	27.84
11 (Cottages)	114	22.86	4.99						18.61				18.61	1.00	3.22	0.02	3.25	22.86
5 (Villas)	103	16.08	6.41									16.08	16.08					16.08
23 (Milo Court I)	94	11.14	8.44									11.14	11.14					11.14
2 (Wai'olu Estates)	60	24.93	2.41								21.38		21.38		3.55		3.55	24.93
17 (Hoolea)	174	12.25	14.20									12.25	12.25					12.25
19 (Kamani)	138	16.76	8.23									16.76	16.76					16.76
14 (SF3 DR Horton)	88	19.92	4.42										16.77		3.15		3.15	19.92
Mauka Park		13.12												13.12				13.12
VMX / Community Center		4.65					4.65	4.65										4.65
VMX / School		14.10				14.10		14.10										14.10
North-South Pedestrian Bikeway (aka Waihee Ditch)		3.11														3.11	3.11	3.11
Mauka - Makai Drainage/Open Space Corridor (North)		1.48														1.48	1.48	1.48
Mauka - Makai Drainage/Open Space Corridor (South)		1.46														1.46	1.46	1.46
Road Widening Lots (Alu Rd, Kuikahi Dr.)		2.16													2.16		2.16	2.16
Open Space / Iao Tank Site Lot (T-1)		2.05													2.05		2.05	2.05
Kehalani Mauka Parkway (Completed)		6.78													6.78		6.78	6.78
Oma'oma'o Street		1.06													1.06		1.06	1.06
Kauna Lipo Drive (aka South Collector)		3.46													3.46		3.46	3.46
Total Mauka	1299	299	4	0	10	14	5	29	19	22	86	56	200	15	46	9	56	299
TOTAL MAKAI AND MAUKA	1783	406	4	20	31	14	5	69	38	39	86	56	235	22	64	15	79	406
FUTURE DEVELOPMENTS																		
18 (SF)	55	9.01	6.10										7.66			1.35	1.35	9.01
3 (SF)	27	9.03	2.99										8.13			0.90	0.90	9.03
12 (SF)	144	28.75	5.01										27.31			1.44	1.44	28.75
13 (MF)	71	10.11	7.02										8.59			1.52	1.52	10.11
6 (MF)	100	16.79	5.96										14.27			2.52	2.52	16.79
7 (SFD)	25	8.41	2.97										7.57			0.84	0.84	8.41
8 (MF)	85	14.21	5.98										12.08			2.13	2.13	14.21
9 (SF)	98	22.60	4.34										20.79			1.81	1.81	22.60
Pocket Parks		6.35	0.00											6.35			0.00	6.35
Open Space / Water Well Site		0.68	0.00													0.68	0.68	0.68
Open Space / Iao Ditch		4.85	0.00													4.85	4.85	4.85
Kehalani Mauka Parkway (Uncompleted)		6.85	0.00												6.85		6.85	6.85
Mauka Drive		2.62	0.00												2.62		2.62	2.62
Total Future Developments	605	140	4	0	0	0	0	0	0	0	0	0	106	6	9	18	28	140
Total Kehalani	2388	546	4	20	31	14	5	69	38	39	86	56	342	29	74	33	107	546
PD Ordinance		549		22	34	10	5	71					364	20			94	549
Balance		-3		-2	-3	4	0	-2					-22	9			13	-3

EXHIBIT B.



DEPARTMENT OF
HOUSING AND HUMAN CONCERNS
COUNTY OF MAUI

ALAN M. ARAKAWA
Mayor

JO-ANN T. RIDAO
Director

JAN SHISHIDO
Deputy Director

2200 MAIN STREET • SUITE 546 • WAILUKU, HAWAII 96793 • PHONE (808) 270-7805 • FAX (808) 270-7165
MAILING ADDRESS: 200 SOUTH HIGH STREET • WAILUKU, HAWAII 96793 • EMAIL: director.hhc@mauicounty.gov

February 4, 2015

Mr. Everett Dowling
Dowling Company, Inc.
2005 Main Street
Wailuku, HI 96793

RECEIVED
FEB 06 2015
Dowling Company, Inc.

Dear Everett,

Subject: Wailuku Project District 3 – Kehalani Master Planned Community

This letter serves as confirmation of the affordable housing credits earned to date for the Kehalani Master Planned Community. As of December 31, 2014, the Project has earned 918 affordable housing credits through the sale of units at affordable prices on an overall basis. Upon completion of Phase III of the Project, and assuming sales at price ranges previously represented to the County, a total of 595 affordable housing credits will be required, leaving a surplus of 323 credits for use in future phases of the Project. This total is reflected in the attached Exhibit 1 (Kehalani Affordable Housing Summary as of 12-31-2014).

Consistent with the Land Use Commission Annual Report for Docket No. A-89-642 submitted on September 15, 2012 any deficit in affordable housing units within an income group will need to be addressed by remaining undeveloped Kehalani modules or built offsite but within the same Community Plan Area. Likewise, the County expects any surplus of affordable housing within an income group will be used to offset the affordable housing requirements of that income group (or a higher income group) of future Kehalani modules.

As of December 31, 2014, the project has a surplus of 0 units within the 51%-65% income group. As previously stated, Kehalani will need to be in compliance at the end of each year with the affordable housing requirement for the 51% - 65% income group.

Please call me at 270-7478 if you have any questions.

Sincerely,

JO-ANN T. RIDAO
Director of Housing and Human Concerns

Attachment

[illegible]

EXHIBIT C.

December 21, 2014

Mr. Brian Ige
RCFC Kehalani LLC
c/o Dowling Company, Inc.
2005 Main Street
Wailuku, HI 96793

Re: Updated Traffic Evaluation
Kehalani Mauka (Large-Lot) Subdivision 3-C
Wailuku, Island of Maui, State of Hawai'i

Dear Mr. Ige:

Per your request, Parsons Brinckerhoff, Inc. (PB) has validated the previous-made recommendations in the "Traffic Evaluation, Kehalani Mauka" dated July 2006, which PB prepared for Stanford Carr Development, LLC. This validation was done to address comments from State of Hawai'i Department of Transportation, Highways Division, Maui District Office (HDOT) as described in your email dated October 16, 2014. The recommendations from the 2006 report are provided in the following sections.

Updated Traffic Evaluation

PB updated the traffic evaluation to current conditions using manual traffic counts conducted on Tuesday, November 18 and Wednesday, November 19, 2014. The details of the evaluation are provided in the attached "Updated Traffic Analysis."

Intersections in the project area were found to currently operate at an acceptable level of service.

Traffic conditions in 2025 were evaluated assuming full implementation and occupation of all currently undeveloped parcels within the Kehalani Mauka development, shown in the attached map. This 2025 analysis assumes that the recommendations outlined below that have not already been made, would be complete by 2025 and other regional improvements are made, including (a) the extension of Waiale Road to Honoapiilani Highway, and (b) improvements to Waiko Road facilitating movement between Waiale Road and Kuihelani Highway.

Recommendation #1: Participate in geometric improvements and traffic signal modifications to the Kuikahi Drive/Honoapiilani Highway intersection

Specifically, the report recommended modifying the intersection to provide left, through, and right turn lanes at the Kuikahi Drive intersection as described in the table below.

	2006 Conditions	Current Conditions	2006 Recommendation	2014 Recommendation
Kuikahi Drive approaches	Two lanes: Left/Through Right Traffic signal	Same (design complete and construction imminent)	Three lanes: Left Through Right Upgrade traffic signal	No change from 2006 recommendations

The intersection and traffic signal design have been completed and construction is imminent, to be performed by Goodfellow Brothers. Furthermore, based on discussions with HDOT, the traffic signals at this intersection and at the Honoapiilani Highway/Kehalani Mauka Parkway intersection will be coordinated.

Level of Service (LOS) analysis was performed for the Kehalani Mauka build-out condition with a horizon year of 2025. Intersection geometry and signal phasing consistent with the original recommendation was used. The intersection is projected to operate at an acceptable LOS during both the AM and PM peak hours.

Recommendation #2: Monitor and signalize the Kehalani Parkway/Honoapiilani Highway intersection when warranted

This intersection has been signalized.

Recommendation #3: Monitor and participate in the signalization of Olomea Street/Waiale Road

In 2006 it was anticipated that this intersection would warrant signalization at some unspecified point in time due to increased use as traffic produced by Kehalani-Makai utilizes it to access Waiale Road and the lower Wailuku area.

This intersection was not analyzed for the purpose of this study. Currently, there are no plans to signalize this intersection. The original recommendation is still valid.

Recommendation #4: Monitor and participate in the signalization of Waiinu Road/Waiale Road

In 2006 it was anticipated that this intersection would be signalized by 2015, “when it satisfies the peak hour traffic signal warrant.”

According to the Statewide Transportation Improvement Program (STIP) dated September 2014, this intersection will be modified and signalized in Fiscal Year (FY) 2017. The signalization and intersection modifications will be paid for by Maui Lani Development.

Summary

The recommended improvements to the following intersections have been completed or, based on current plans, will be completed in the near future:

- Honoapiilani Highway/Kehalani Mauka Parkway
- Honoapiilani Highway/Kuikahi Drive
- Waiale Road/Waiinu Road

No improvements have been made to the intersection of Waiale Road and Olomea Street, but Kehalani is committed to participating up their fair share of costs for signal installation.

It is concluded that the recommendations made in the Kehalani Mauka Traffic Evaluation dated July 2006 are still valid and no additional improvements are necessary to maintain acceptable transportation level of service.

Very truly yours,
Parsons Brinckerhoff, Inc.



Phillip Matsunaga, P.E.
Senior Transportation Engineer

Attachment: Kehalani Project District Map
Updated Traffic Analysis
Appendix



Kehalani Project District Map

UPDATED TRAFFIC ANALYSIS KEHALANI MAUKA (LARGE-LOT) SUBDIVISION 3-C

Existing Conditions

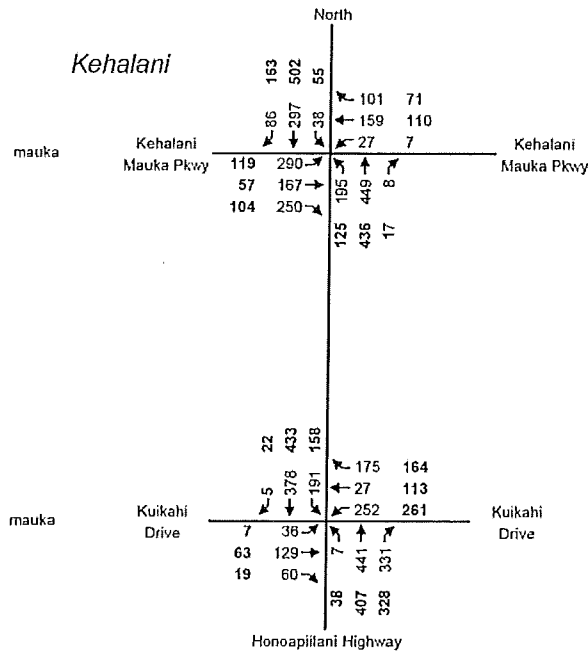
The intersection of Honoapiilani Highway and Kehalani Mauka Parkway is a signalized intersection with protected-permitted control at the Honoapiilani approaches and the Kehalani approaches. All approaches consist of separate left, through, and right turn lanes.

The intersection of Honoapiilani Highway and Kuikahi Drive is a signalized intersection with protected-permitted control at the Honoapiilani approaches and permitted left turns at the Kuikahi approaches. The Honoapiilani approaches consist of separate left, through, and right turn lanes while the Kuikahi approaches consist of shared left/through and separate right turn lanes.

Manual traffic counts were conducted on Tuesday, November 18, 2014, and Wednesday, November 19, 2014, during the AM and PM peak periods at both intersections. Figure 1 shows the existing AM and PM peak hour traffic volumes. As shown in Figure 1, the Kehalani intersection is busy during the AM peak hour, likely due to Pu'u Kukui Elementary School traffic. At the Kuikahi intersection, the northbound Honoapiilani Highway right turns and westbound Kuikahi Drive left turns are fairly heavy movements.

The intersection was analyzed using the methodologies for signalized intersections outlined in the 2000 Highway Capacity Manual (HCM). Operating conditions at an intersection are expressed as a qualitative measure known as Level of Service (LOS) with letter designations ranging from A through F, with LOS A representing free-flow conditions and LOS F representing over-capacity conditions.

Figure 1: Existing Traffic Turning Movement Volumes



Legend
AM Peak Hour/PM Peak Hour

The existing intersection LOS are shown in Table 1.

Table 1: Existing Level of Service

	2014			
	AM		PM	
	LOS	Delay	LOS	Delay
Honoapiilani Hwy & Kehalani Pkwy	C	30	C	24
Honoapiilani NB Left	B	18	B	14
Honoapiilani NB Through	C	31	B	19
Honoapiilani NB Right	B	17	B	10
Honoapiilani SB Left	C	22	B	14
Honoapiilani SB Through	C	32	C	26
Honoapiilani SB Right	B	14	B	10
Kuikahi EB Left	D	38	C	31
Kuikahi EB Through	C	30	D	37
Kuikahi EB Right	C	20	C	29
Kuikahi WB Left	D	37	D	38
Kuikahi WB Through	D	45	D	48
Kuikahi WB Right	C	35	D	38
Honoapiilani Hwy & Kuikahi Dr	C	25	C	28
Honoapiilani NB Left	B	16	B	17
Honoapiilani NB Through	C	29	C	28
Honoapiilani NB Right	C	20	C	22
Honoapiilani SB Left	B	14	B	14
Honoapiilani SB Through	B	19	C	23
Honoapiilani SB Right	B	13	B	16
Kuikahi EB Left-Through	C	25	C	25
Kuikahi EB Right	B	20	C	20
Kuikahi WB Left-Through	D	51	D	53
Kuikahi WB Right	B	16	B	18

Delay in seconds per vehicle

As shown in Table 1, the intersection of Honoapiilani Highway and Kehalani Mauka Parkway operates at LOS C overall during both the AM and PM peak hours. The peak hour factor (PHF) is 0.84 during the AM peak hour which coincides with a sharp school-related peak between 7:30 AM and 7:45 AM. The PHF is 0.97 during the PM peak hour.

The intersection of Honoapiilani Highway and Kuikahi Drive operates at LOS C overall during both the AM and PM peak hours. Although the westbound Kuikahi left turn is a heavy movement, the westbound Kuikahi approach was observed to clear every cycle during both peak periods. This was observed to be due to low volumes on the opposite eastbound Kuikahi approach as well as a favorable amount of green time due to lower volumes on Honoapiilani Highway. The PHF is 0.86 during the AM peak hour and 0.96 during the PM peak hour.

Projected 2025 Conditions

Historical data on Honoapiilani Highway between 2005 and 2011 was consulted. Average Daily Traffic (ADT) showed minimal growth so a 1% annual growth rate was assumed to be

conservative. This growth rate was applied to existing peak hour traffic turning movement volumes to obtain a baseline 2025 condition.

Unconstructed Kehalani Mauka modules are described in Table 2.

Table 2: Unbuilt Parcels

Module	Land Use Type	
	SF	MF
2	60	
19		138
18	55	
6		100
3	27	
12	144	
7	25	
13		71
8		85
14	100	
9	98	
Total	509	394

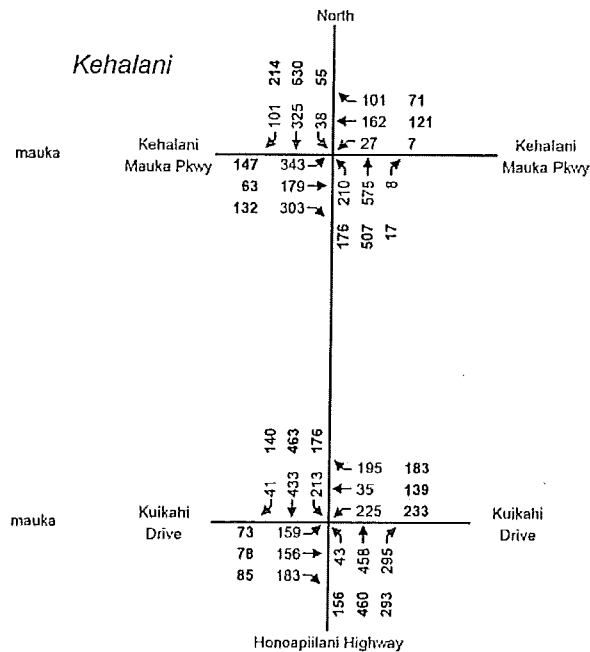
Future traffic generated by the unbuilt Kehalani Mauka development was estimated. Trip generation estimates the number of vehicular trips in and out of the project based on the land use type and density. Trips were estimated using trip generation equations published by the Institute of Transportation Engineers (ITE) in Trip Generation, 9th Edition and are shown in Table 3 below.

Table 3: Trip Generation

				AM Peak			PM Peak		
Land Use	ITE Code	Density		IN	OUT	TOTAL	IN	OUT	TOTAL
Single Family	210	509	DU	90	270	360	260	153	413
Townhouse	230	394	DU	24	119	143	115	57	172
Total				114	389	503	375	210	585

Projected 2025 traffic turning movements volumes were developed based on using the 2025 background traffic and the project-generated trips and are shown in Figure 2.

Figure 2: Projected 2025 Traffic Turning Movement Volumes



Legend
AM Peak Hour/PM Peak Hour

As part of the updated signal design, it is planned for the shared left/through turn lane of both Kuikahi approaches to be modified to separate the left and through lanes. The new Kuikahi approaches would match Honoapiilani as separate left, through, and right turn lanes. In addition, the intersection would be coordinated with the Kehalani Mauka Parkway intersection.

LOS analysis was performed on the intersection for the 2025 condition. The projected 2025 intersection Levels of Service are shown in Table 4.

Table 4: Projected 2025 Level of Service

	2025			
	AM		PM	
	LOS	Delay	LOS	Delay
Honoapiilani Hwy & Kehalani Pkwy	D	36	C	34
Honoapiilani NB Left	B	18	D	52
Honoapiilani NB Through	C	33	C	31
Honoapiilani NB Right	B	20	B	12
Honoapiilani SB Left	C	26	B	16
Honoapiilani SB Through	C	31	D	37
Honoapiilani SB Right	C	23	B	12
Kuikahi EB Left	D	53	D	38
Kuikahi EB Through	C	34	D	41
Kuikahi EB Right	C	32	C	31
Kuikahi WB Left	D	40	D	42
Kuikahi WB Through	D	54	D	51
Kuikahi WB Right	D	44	D	40
Honoapiilani Hwy & Kuikahi Dr	D	39	C	28
Honoapiilani NB Left	C	21	B	19
Honoapiilani NB Through	D	43	C	30
Honoapiilani NB Right	C	27	C	22
Honoapiilani SB Left	C	30	A	10
Honoapiilani SB Through	D	37	B	15
Honoapiilani SB Right	B	16	A	7
Kuikahi EB Left	D	41	E	59
Kuikahi EB Through	D	55	D	53
Kuikahi EB Right	D	46	D	41
Kuikahi WB Left	D	49	E	56
Kuikahi WB Through	D	41	D	42
Kuikahi WB Right	D	41	C	31

Delay in seconds per vehicle

As shown in Table 4, the intersection of Honoapiilani Highway and Kehalani Mauka Parkway is projected to operate at LOS D overall during the AM peak hour and at LOS C during the PM peak hour.

The intersection of Honoapiilani Highway and Kuikahi Drive is also projected to operate at LOS D overall during the AM peak hour and at LOS C during the PM peak hour.. The intersection modifications and signal coordination will help to mitigate regional growth and the impact of Kehalani Mauka.

Consistent with recent historical growth, future demand for the westbound Kuikahi left turn is not expected to increase significantly in the long run because greater emphasis will be placed on Waiale Road and Kuihelani Highway in the vicinity of Kuikahi Drive to share north-south traffic. Kuihelani Highway is more attractive to motorists because it offers greater capacity than Honoapiilani Highway with the same speed limit.

The extension of Waiale Road to Honoapiilani Highway is listed as a project in the Capital Improvement Plan (CIP) for Fiscal Year 2015 with construction slated to be completed by 2021. In addition, improvements to Waiko Road are scheduled to be completed by 2017, facilitating movement between Waiale Road and Kuihelani Highway. Motorists using Waiale Road would be encouraged to use Kuihelani Highway instead of Honoapiilani Highway, once those improvements are made.

For reference, the 2015 LOS from the original July 2006 Kehalani Mauka report is shown below:

Table 5: Projected 2015 Level of Service

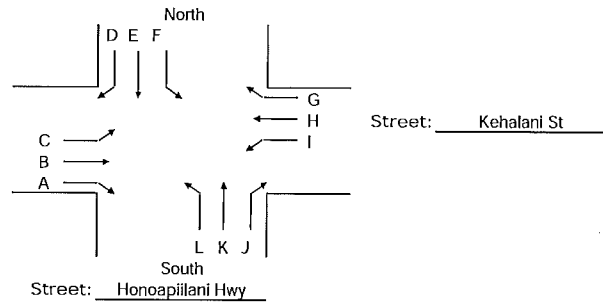
	2015			
	AM		PM	
	LOS	Delay	LOS	Delay
Honoapiilani Hwy & Kehalani Pkwy	C	21	C	24
Honoapiilani Hwy & Kuikahi Dr	D	47	D	37

Delay in seconds per vehicle

In the last 10 years, regional traffic on Honoapiilani Highway has shown only modest growth. Also, when the traffic study was performed, it was believed that the development would utilize Kuikahi Drive more heavily. However, Kehalani Mauka Parkway has become much more utilized than Kuikahi Drive, likely due to the location of the school. This is balanced by the reduced amount of traffic now projected to utilize Kuikahi Drive. The intersection of Honoapiilani Highway and Kuikahi Drive is projected to operate at an acceptable LOS with the recommended intersection geometry and traffic signal modifications.

AM COUNT SHEET

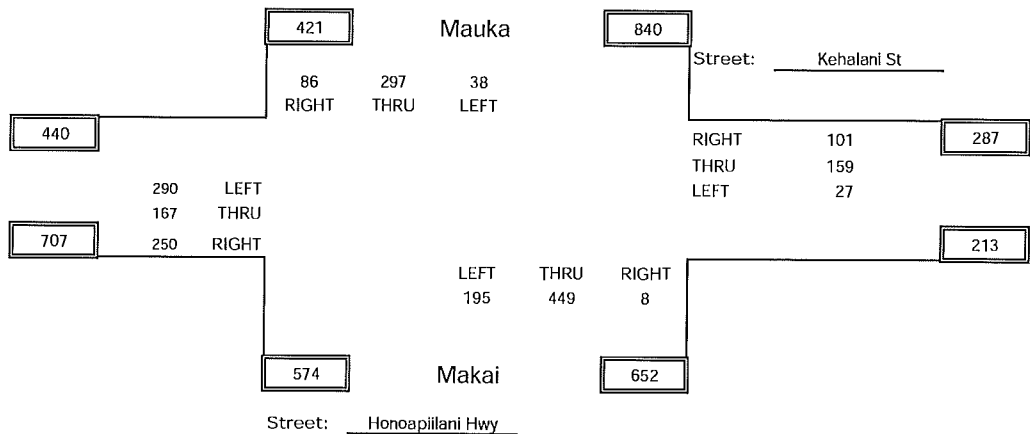
Intersection: Honoapiilani Hwy & Kehalani St
 Date: 11/19/2014
 By: Phil Matsunaga
 Weather: 0



TIME	A	B	C	D	E	F	G	H	I	J	K	L	Total Mvmt	Total Hour
6:30 AM - 6:45 AM	28	7	39	5	90	6	11	6	10	1	57	9	269	1626
6:45 AM - 7:00 AM	44	20	38	16	79	5	21	12	8	5	79	16	343	1975
7:00 AM - 7:15 AM	54	20	84	27	69	6	17	37	11	1	95	47	468	2067
7:15 AM - 7:30 AM	71	50	90	22	67	9	38	40	6	1	107	45	546	1909
7:30 AM - 7:45 AM	71	51	72	23	85	12	30	59	3	1	128	83	618	1656
7:45 AM - 8:00 AM	54	46	44	14	76	11	16	23	7	5	119	20	435	
8:00 AM - 8:15 AM	22	14	36	8	76	11	15	13	7	2	93	13	310	
8:15 AM - 8:30 AM	28	15	18	9	76	3	10	10	1	3	112	8	293	
Phf	0.880	0.819	0.806	0.796	0.874	0.792	0.664	0.674	0.614	0.400	0.877	0.587	Peak	Phf
7:00 AM - 8:00 AM	250	167	290	86	297	38	101	159	27	8	449	195	2067	0.836

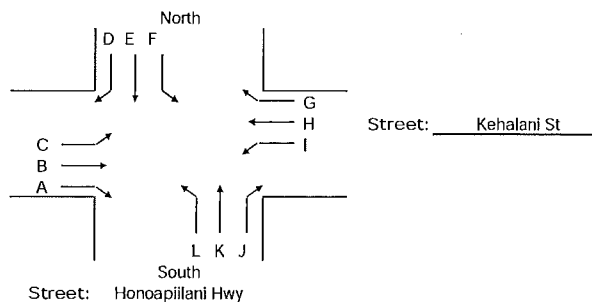
Peak Hour

7:00 AM - 8:00 AM



PM COUNT SHEET

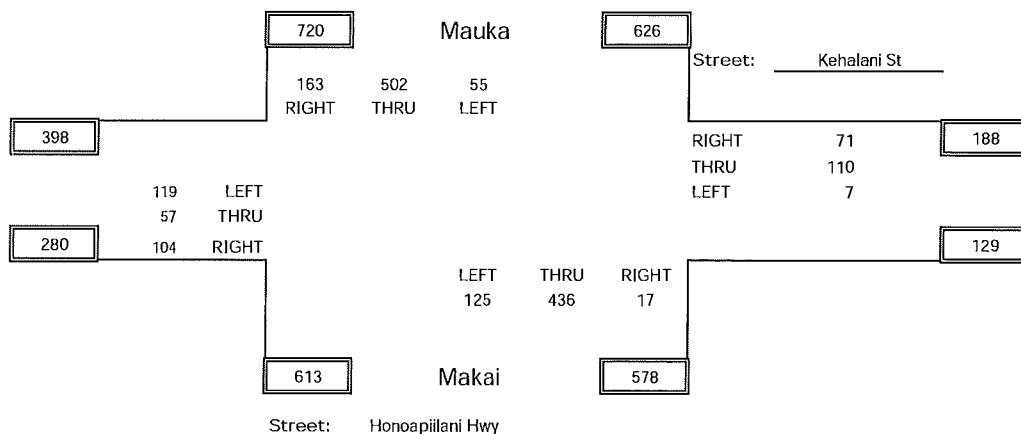
Intersection: Honoapiilani Hwy & Kehalani St
 Date: 11/18/2014
 By: Phil Matsunaga
 Weather: 0



TIME	A	B	C	D	E	F	G	H	I	J	K	L	Total Mvmt	Total Hour
3:00 PM - 3:15 PM	24	9	28	37	98	11	12	24	4	3	101	25	376	1557
3:15 PM - 3:30 PM	19	12	31	33	111	8	17	18	4	5	118	22	398	1611
3:30 PM - 3:45 PM	24	19	36	27	103	10	26	16	5	5	97	19	387	1638
3:45 PM - 4:00 PM	23	17	26	31	108	11	13	22	3	4	107	31	396	1707
4:00 PM - 4:15 PM	30	19	32	30	106	12	12	29	2	3	117	38	430	1766
4:15 PM - 4:30 PM	27	20	36	42	103	10	20	27	2	4	101	33	425	1735
4:30 PM - 4:45 PM	27	11	31	37	131	17	24	35	2	6	113	22	456	1679
4:45 PM - 5:00 PM	20	7	20	54	162	16	15	19	1	4	105	32	455	
5:00 PM - 5:15 PM	23	18	24	37	123	16	16	20	4	7	80	31	399	
5:15 PM - 5:30 PM	24	17	24	35	101	12	17	21	2	4	84	28	369	
Phf	0.867	0.713	0.826	0.755	0.775	0.809	0.740	0.786	0.875	0.708	0.932	0.822	Peak	Phf
4:00 PM - 5:00 PM	104	57	119	163	502	55	71	110	7	17	436	125	1766	0.968

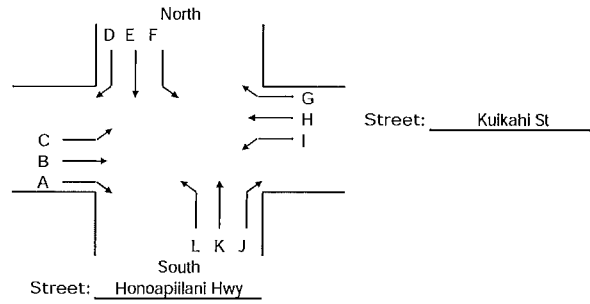
Peak Hour

4:00 PM - 5:00 PM



AM COUNT SHEET

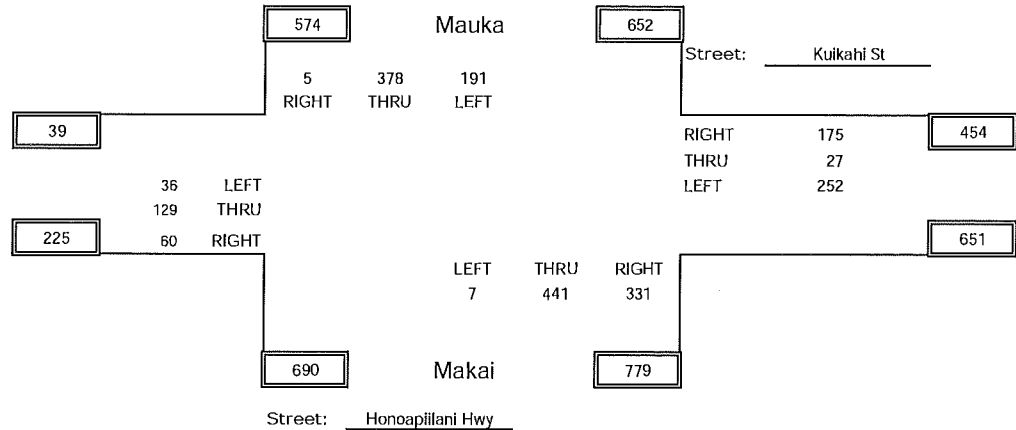
Intersection: Honoapiilani Hwy & Kuikahi St
 Date: 11/19/2014
 By: TEMP
 Weather: 0



TIME	A	B	C	D	E	F	G	H	I	J	K	L	Total Mvmt	Total Hour
6:30 AM - 6:45 AM	9	29	4	0	92	36	24	4	35	58	39	1	331	1712
6:45 AM - 7:00 AM	8	29	7	1	89	41	25	14	58	78	68	3	421	1972
7:00 AM - 7:15 AM	14	43	9	1	92	41	52	5	58	65	82	3	465	2032
7:15 AM - 7:30 AM	18	25	8	0	94	50	41	3	53	99	104	0	495	1923
7:30 AM - 7:45 AM	13	31	11	3	104	52	53	5	73	95	148	3	591	1829
7:45 AM - 8:00 AM	15	30	8	1	88	48	29	14	68	72	107	1	481	
8:00 AM - 8:15 AM	7	21	5	2	76	27	20	11	58	44	83	2	356	
8:15 AM - 8:30 AM	14	20	7	2	71	32	20	13	66	58	96	2	401	
Phf	0.833	0.750	0.818	0.417	0.909	0.918	0.825	0.482	0.863	0.836	0.745	0.583	Peak	Phf
7:00 AM - 8:00 AM	60	129	36	5	378	191	175	27	252	331	441	7	2032	0.860

Peak Hour

7:00 AM - 8:00 AM



PM COUNT SHEET

Intersection: Honoapiilani Hwy & Kula St

Date: 11/18/2014

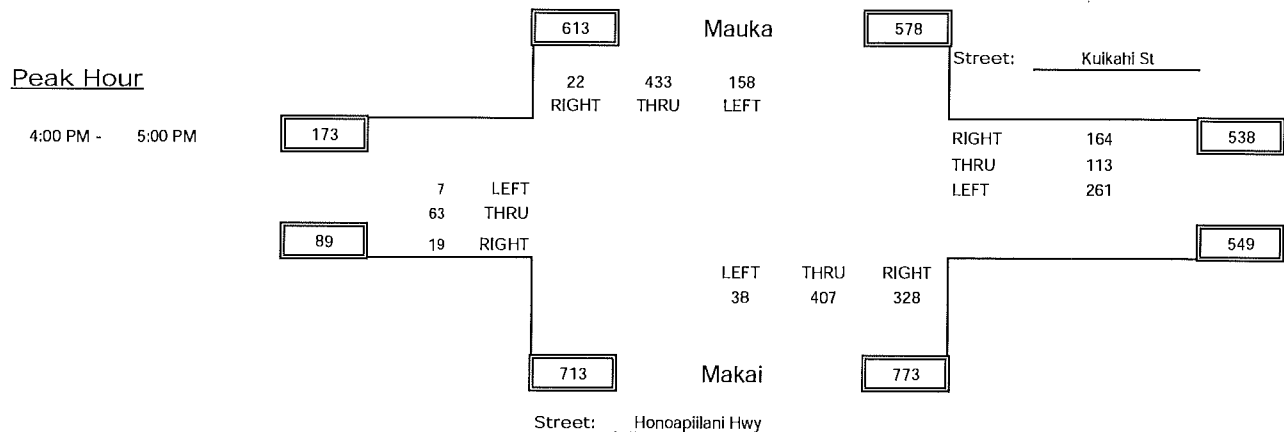
By: TEMP

Weather: 0

Street: Kula St

Street: Honoapiilani Hwy

























TIME	A	B	C	D	E	F	G	H	I	J	K	L	Total Mvmt	Total Hour
3:00 PM - 3:15 PM	4	22	3	1	83	42	47	20	87	57	79	2	447	1818
3:15 PM - 3:30 PM	5	21	3	3	97	34	53	21	75	58	89	2	461	1848
3:30 PM - 3:45 PM	10	24	5	3	95	34	37	29	64	87	79	4	471	1875
3:45 PM - 4:00 PM	3	20	2	3	96	35	38	27	58	55	102	0	439	1929
4:00 PM - 4:15 PM	6	15	2	1	102	35	48	28	51	76	108	5	477	2013
4:15 PM - 4:30 PM	5	11	3	4	85	43	42	27	65	95	93	15	488	1994
4:30 PM - 4:45 PM	6	18	1	10	105	45	34	26	89	76	106	9	525	1935
4:45 PM - 5:00 PM	2	19	1	7	141	35	40	32	56	81	100	9	523	
5:00 PM - 5:15 PM	8	11	1	7	106	37	37	26	76	59	80	10	458	
5:15 PM - 5:30 PM	6	23	3	5	87	35	30	21	67	61	83	8	429	
Phf	0.792	0.829	0.583	0.550	0.768	0.878	0.854	0.883	0.733	0.863	0.942	0.633	Peak	Phf
4:00 PM - 5:00 PM	19	63	7	22	433	158	164	113	261	328	407	38	2013	0.959



HCM Signalized Intersection Capacity Analysis

3: Honoapiilani Highway & Kehalani Parkway

Existing AM
12/19/2014


												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	290	167	250	27	159	101	195	449	8	38	297	86
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.36	1.00	1.00	0.63	1.00	1.00	0.33	1.00	1.00	0.31	1.00	1.00
Satd. Flow (perm)	663	1863	1583	1179	1863	1583	609	1863	1583	573	1863	1583
Peak-hour factor, PHF	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Adj. Flow (vph)	345	199	298	32	189	120	232	535	10	45	354	102
RTOR Reduction (vph)	0	0	175	0	0	96	0	0	6	0	0	51
Lane Group Flow (vph)	345	199	123	32	189	24	232	535	4	45	354	51
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov
Protected Phases	7	4	5	3	8	1	5	2	3	1	6	7
Permitted Phases	4		4	8		8	2		2	6		6
Actuated Green, G (s)	40.9	32.6	44.7	20.2	17.9	21.9	55.1	45.1	47.4	41.0	37.0	54.0
Effective Green, g (s)	40.9	32.6	44.7	20.2	17.9	21.9	55.1	45.1	47.4	41.0	37.0	54.0
Actuated g/C Ratio	0.38	0.30	0.41	0.19	0.17	0.20	0.51	0.42	0.44	0.38	0.34	0.50
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	425	562	743	233	308	408	440	777	782	261	638	879
v/s Ratio Prot	c0.13	0.11	0.02	0.00	0.10	0.00	c0.06	c0.29	0.00	0.01	0.19	0.01
v/s Ratio Perm	c0.18		0.06	0.02		0.01	0.21		0.00	0.06		0.02
v/c Ratio	0.81	0.35	0.17	0.14	0.61	0.06	0.53	0.69	0.01	0.17	0.55	0.06
Uniform Delay, d1	26.6	29.5	19.9	36.3	41.8	34.7	16.7	25.7	17.0	22.1	28.8	13.9
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	11.2	0.4	0.1	0.3	3.6	0.1	1.1	4.9	0.0	0.3	3.5	0.0
Delay (s)	37.8	29.9	20.0	36.6	45.4	34.8	17.9	30.7	17.0	22.4	32.3	13.9
Level of Service	D	C	C	D	D	C	B	C	B	C	C	B
Approach Delay (s)		29.7			40.9			26.7			27.7	
Approach LOS		C			D			C			C	

Intersection Summary

HCM 2000 Control Delay	29.9	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	108.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	71.4%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis 6: Honoapiilani Highway & Kuikahi Drive

Existing AM
12/19/2014

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↔	↗		↔	↗	↖	↑	↖	↖	↑	↗
Volume (vph)	36	129	60	252	27	175	7	441	331	191	378	5
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		1.00	0.85		1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected		0.99	1.00		0.96	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)		1843	1583		1782	1583	1770	1863	1583	1770	1863	1583
Flt Permitted		0.85	1.00		0.61	1.00	0.51	1.00	1.00	0.23	1.00	1.00
Satd. Flow (perm)		1582	1583		1132	1583	952	1863	1583	436	1863	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	39	140	65	274	29	190	8	479	360	208	411	5
RTOR Reduction (vph)	0	0	43	0	0	79	0	0	227	0	0	3
Lane Group Flow (vph)	0	179	22	0	303	111	8	479	133	208	411	2
Turn Type	Perm	NA	pm+ov	Perm	NA	pm+ov	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4	5		8	1	5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Actuated Green, G (s)		27.0	30.1		27.0	37.7	35.8	32.7	32.7	49.4	40.3	40.3
Effective Green, g (s)		27.0	30.1		27.0	37.7	35.8	32.7	32.7	49.4	40.3	40.3
Actuated g/C Ratio		0.31	0.34		0.31	0.43	0.40	0.37	0.37	0.56	0.46	0.46
Clearance Time (s)		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)		483	646		345	782	414	689	585	405	849	721
v/s Ratio Prot			0.00			0.02	0.00	c0.26		c0.06	0.22	
v/s Ratio Perm		0.11	0.01		c0.27	0.05	0.01		0.08	0.22		0.00
v/c Ratio		0.37	0.03		0.88	0.14	0.02	0.70	0.23	0.51	0.48	0.00
Uniform Delay, d1		24.0	19.5		29.1	15.5	15.7	23.6	19.2	12.7	16.8	13.1
Progression Factor		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2		0.5	0.0		21.4	0.1	0.0	5.7	0.9	1.1	2.0	0.0
Delay (s)		24.5	19.5		50.6	15.6	15.7	29.3	20.1	13.8	18.8	13.1
Level of Service		C	B		D	B	B	C	C	B	B	B
Approach Delay (s)		23.2			37.1			25.3			17.1	
Approach LOS		C			D			C			B	

























Intersection Summary

HCM 2000 Control Delay	25.4	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.74		
Actuated Cycle Length (s)	88.4	Sum of lost time (s)	18.0
Intersection Capacity Utilization	78.0%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis

3: Honoapiilani Highway & Kehalani Parkway

Existing PM
12/19/2014

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	119	57	104	7	110	71	125	436	17	55	502	163
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.41	1.00	1.00	0.71	1.00	1.00	0.22	1.00	1.00	0.39	1.00	1.00
Satd. Flow (perm)	762	1863	1583	1328	1863	1583	418	1863	1583	720	1863	1583
Peak-hour factor, PHF	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Adj. Flow (vph)	142	68	124	8	131	85	149	519	20	65	598	194
RTOR Reduction (vph)	0	0	91	0	0	72	0	0	9	0	0	78
Lane Group Flow (vph)	142	68	33	8	131	13	149	519	11	65	598	116
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov
Protected Phases	7	4	5	3	8	1	5	2	3	1	6	7
Permitted Phases	4		4	8		8	2		2	6		6
Actuated Green, G (s)	28.9	19.3	27.7	16.1	12.5	15.6	63.3	54.9	58.5	52.7	49.6	60.0
Effective Green, g (s)	28.9	19.3	27.7	16.1	12.5	15.6	63.3	54.9	58.5	52.7	49.6	60.0
Actuated g/C Ratio	0.28	0.18	0.26	0.15	0.12	0.15	0.60	0.52	0.56	0.50	0.47	0.57
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	309	342	508	218	221	325	360	975	973	392	880	995
v/s Ratio Prot	c0.05	0.04	0.01	0.00	c0.07	0.00	c0.03	c0.28	0.00	0.00	c0.32	0.01
v/s Ratio Perm	0.08		0.02	0.00		0.01	0.22		0.01	0.08		0.06
v/c Ratio	0.46	0.20	0.06	0.04	0.59	0.04	0.41	0.53	0.01	0.17	0.68	0.12
Uniform Delay, d1	30.2	36.3	28.9	37.8	43.8	38.2	13.2	16.5	10.3	13.9	21.5	10.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2	1.1	0.3	0.1	0.1	4.2	0.0	0.8	2.1	0.0	0.2	4.2	0.1
Delay (s)	31.3	36.5	29.0	37.8	48.0	38.3	14.0	18.6	10.3	14.1	25.7	10.3
Level of Service	C	D	C	D	D	D	B	B	B	B	C	B
Approach Delay (s)		31.5			44.0			17.4			21.3	
Approach LOS		C			D			B			C	























Intersection Summary

HCM 2000 Control Delay	24.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.63		
Actuated Cycle Length (s)	104.9	Sum of lost time (s)	24.0
Intersection Capacity Utilization	61.6%	ICU Level of Service	B
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis

6: Honoapiilani Highway & Kuikahi Drive

Existing PM
12/19/2014

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	7	63	19	261	113	164	38	407	328	158	433	22
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt		1.00	0.85		1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected		0.99	1.00		0.97	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)		1853	1583		1800	1583	1770	1863	1583	1770	1863	1583
Flt Permitted		0.95	1.00		0.74	1.00	0.40	1.00	1.00	0.29	1.00	1.00
Satd. Flow (perm)		1773	1583		1387	1583	736	1863	1583	536	1863	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	8	68	21	284	123	178	41	442	357	172	471	24
RTOR Reduction (vph)	0	0	13	0	0	101	0	0	216	0	0	13
Lane Group Flow (vph)	0	76	8	0	407	77	41	442	141	172	471	11
Turn Type	Perm	NA	pm+ov	Perm	NA	pm+ov	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases		4	5		8	1	5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Actuated Green, G (s)		33.9	38.5		33.9	44.4	45.5	40.9	40.9	57.3	46.8	46.8
Effective Green, g (s)		33.9	38.5		33.9	44.4	45.5	40.9	40.9	57.3	46.8	46.8
Actuated g/C Ratio		0.33	0.37		0.33	0.43	0.44	0.40	0.40	0.55	0.45	0.45
Clearance Time (s)		6.0	6.0		6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)		3.0	3.0		3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)		581	681		455	772	370	737	626	422	844	717
v/s Ratio Prot			0.00			0.01	0.00	c0.24		c0.04	c0.25	
v/s Ratio Perm		0.04	0.00		c0.29	0.04	0.04		0.09	0.18		0.01
v/c Ratio		0.13	0.01		0.89	0.10	0.11	0.60	0.23	0.41	0.56	0.02
Uniform Delay, d1		24.4	20.4		33.0	17.5	16.9	24.7	20.7	13.8	20.7	15.6
Progression Factor		1.00	1.00		1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Incremental Delay, d2		0.1	0.0		19.6	0.1	0.1	3.6	0.8	0.6	2.7	0.0
Delay (s)		24.5	20.4		52.6	17.6	17.0	28.3	21.5	14.4	23.3	15.6
Level of Service		C	C		D	B	B	C	C	B	C	B
Approach Delay (s)		23.6			41.9			24.9			20.8	
Approach LOS		C			D			C			C	

























Intersection Summary

HCM 2000 Control Delay	28.1	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.70		
Actuated Cycle Length (s)	103.3	Sum of lost time (s)	18.0
Intersection Capacity Utilization	72.2%	ICU Level of Service	C
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis

3: Honoapiilani Highway & Kehalani Parkway

Future AM
12/19/2014

























												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	343	179	303	27	162	101	210	575	8	38	325	101
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.32	1.00	1.00	0.62	1.00	1.00	0.33	1.00	1.00	0.14	1.00	1.00
Satd. Flow (perm)	598	1863	1583	1164	1863	1583	621	1863	1583	255	1863	1583
Peak-hour factor, PHF	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Adj. Flow (vph)	408	213	361	32	193	120	250	685	10	45	387	120
RTOR Reduction (vph)	0	0	252	0	0	101	0	0	6	0	0	74
Lane Group Flow (vph)	408	213	109	32	193	19	250	685	4	45	387	47
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Actuated Green, G (s)	46.6	36.1	36.1	23.1	18.6	18.6	60.6	51.7	51.7	50.2	46.5	46.5
Effective Green, g (s)	46.6	36.1	36.1	23.1	18.6	18.6	60.6	51.7	51.7	50.2	46.5	46.5
Actuated g/C Ratio	0.39	0.30	0.30	0.19	0.16	0.16	0.51	0.43	0.43	0.42	0.39	0.39
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	447	560	476	246	288	245	398	802	682	153	721	613
v/s Ratio Prot	c0.17	0.11		0.00	0.10		c0.05	c0.37		0.01	0.21	
v/s Ratio Perm	c0.19		0.07	0.02		0.01	0.27		0.00	0.11		0.03
v/c Ratio	0.91	0.38	0.23	0.13	0.67	0.08	0.63	0.85	0.01	0.29	0.54	0.08
Uniform Delay, d1	30.1	33.1	31.5	39.8	47.8	43.4	20.4	30.8	19.5	25.0	28.4	23.2
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	0.76	0.78	1.00	1.00	1.00	1.00
Incremental Delay, d2	22.8	0.4	0.2	0.2	6.0	0.1	2.4	9.1	0.0	1.1	2.9	0.2
Delay (s)	52.9	33.6	31.7	40.1	53.8	43.5	17.9	33.0	19.5	26.1	31.3	23.4
Level of Service	D	C	C	D	D	D	B	C	B	C	C	C
Approach Delay (s)		40.9			48.9			28.8			29.1	
Approach LOS		D			D			C			C	

Intersection Summary

HCM 2000 Control Delay	35.6	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.93		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	81.1%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis 6: Honoapiilani Highway & Kuikahi Drive

Future AM
12/19/2014

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	159	156	183	225	35	195	43	458	295	213	433	41
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	4.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.73	1.00	1.00	0.34	1.00	1.00	0.45	1.00	1.00	0.16	1.00	1.00
Satd. Flow (perm)	1360	1863	1583	632	1863	1583	835	1863	1583	307	1863	1583
Peak-hour factor, PHF	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86	0.86
Adj. Flow (vph)	185	181	213	262	41	227	50	533	343	248	503	48
RTOR Reduction (vph)	0	0	167	0	0	184	0	0	218	0	0	25
Lane Group Flow (vph)	185	181	46	262	41	43	50	533	125	248	503	23
Turn Type	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4		3	8		5	2		1	6	
Permitted Phases	4		4	8		8	2		2	6		6
Actuated Green, G (s)	28.2	17.4	17.4	36.6	22.6	22.6	49.6	43.7	43.7	70.6	58.7	58.7
Effective Green, g (s)	28.2	17.4	17.4	36.6	22.6	22.6	49.6	43.7	43.7	70.6	58.7	58.7
Actuated g/C Ratio	0.23	0.14	0.14	0.31	0.19	0.19	0.41	0.36	0.36	0.59	0.49	0.49
Clearance Time (s)	4.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	356	270	229	325	350	298	391	678	576	435	911	774
v/s Ratio Prot	0.05	0.10		c0.09	0.02		0.01	c0.29		c0.10	c0.27	
v/s Ratio Perm	0.08		0.03	c0.15		0.03	0.05		0.08	0.24		0.01
v/c Ratio	0.52	0.67	0.20	0.81	0.12	0.14	0.13	0.79	0.22	0.57	0.55	0.03
Uniform Delay, d1	39.2	48.6	45.2	35.0	40.4	40.6	21.3	34.0	26.3	17.8	21.5	15.9
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.60	1.62	1.00
Incremental Delay, d2	1.3	6.4	0.4	13.6	0.2	0.2	0.1	8.9	0.9	1.6	2.2	0.1
Delay (s)	40.5	55.0	45.6	48.5	40.6	40.8	21.4	42.9	27.2	30.1	36.9	16.0
Level of Service	D	D	D	D	D	D	C	D	C	C	D	B
Approach Delay (s)		46.9			44.6			35.9			33.5	
Approach LOS		D			D			D			C	

Intersection Summary

HCM 2000 Control Delay	39.1	HCM 2000 Level of Service	D
HCM 2000 Volume to Capacity ratio	0.78		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	76.6%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis

3: Honoapiilani Highway & Kehalani Parkway

Future PM

12/19/2014



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	147	63	132	7	121	71	176	507	17	55	630	214
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.40	1.00	1.00	0.71	1.00	1.00	0.11	1.00	1.00	0.30	1.00	1.00
Satd. Flow (perm)	743	1863	1583	1319	1863	1583	213	1863	1583	564	1863	1583
Peak-hour factor, PHF	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84	0.84
Adj. Flow (vph)	175	75	157	8	144	85	210	604	20	65	750	255
RTOR Reduction (vph)	0	0	112	0	0	69	0	0	9	0	0	80
Lane Group Flow (vph)	175	75	45	8	144	16	210	604	11	65	750	175
Turn Type	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov	pm+pt	NA	pm+ov
Protected Phases	7	4	5	3	8	1	5	2	3	1	6	7
Permitted Phases	4		4	8		8	2		2	6		6
Actuated Green, G (s)	33.5	23.7	34.7	20.3	16.5	22.2	73.8	62.8	66.6	63.2	57.5	68.5
Effective Green, g (s)	33.5	23.7	34.7	20.3	16.5	22.2	73.8	62.8	66.6	63.2	57.5	68.5
Actuated g/C Ratio	0.28	0.20	0.29	0.17	0.14	0.18	0.61	0.52	0.55	0.53	0.48	0.57
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	301	367	536	237	256	372	273	974	957	354	892	982
v/s Ratio Prot	c0.05	0.04	0.01	0.00	0.08	0.00	c0.07	c0.32	0.00	0.01	c0.40	0.02
v/s Ratio Perm	c0.11		0.02	0.00		0.01	0.40		0.01	0.09		0.09
v/c Ratio	0.58	0.20	0.08	0.03	0.56	0.04	0.77	0.62	0.01	0.18	0.84	0.18
Uniform Delay, d1	35.0	40.3	31.1	41.6	48.4	40.2	21.5	20.2	12.0	15.4	27.3	12.3
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.92	1.40	1.00	1.00	1.00	1.00
Incremental Delay, d2	2.8	0.3	0.1	0.1	2.8	0.0	11.1	2.7	0.0	0.3	9.4	0.1
Delay (s)	37.8	40.5	31.1	41.7	51.2	40.2	52.4	31.0	12.0	15.6	36.7	12.4
Level of Service	D	D	C	D	D	D	D	C	B	B	D	B
Approach Delay (s)		35.8			46.9			35.9			29.6	
Approach LOS		D			D			D			C	

Intersection Summary

HCM 2000 Control Delay	34.3	HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio	0.79		
Actuated Cycle Length (s)	120.0	Sum of lost time (s)	24.0
Intersection Capacity Utilization	77.4%	ICU Level of Service	D
Analysis Period (min)	15		
c Critical Lane Group			

HCM Signalized Intersection Capacity Analysis 6: Honoapiilani Highway & Kuikahi Drive

Future PM
12/19/2014

























												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Volume (vph)	73	78	85	233	139	183	156	460	293	176	463	140
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Lane Util. Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00
Frt	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85	1.00	1.00	0.85
Flt Protected	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00	0.95	1.00	1.00
Satd. Flow (prot)	1770	1863	1583	1770	1863	1583	1770	1863	1583	1770	1863	1583
Flt Permitted	0.95	1.00	1.00	0.95	1.00	1.00	0.30	1.00	1.00	0.29	1.00	1.00
Satd. Flow (perm)	1770	1863	1583	1770	1863	1583	557	1863	1583	538	1863	1583
Peak-hour factor, PHF	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92	0.92
Adj. Flow (vph)	79	85	92	253	151	199	170	500	318	191	503	152
RTOR Reduction (vph)	0	0	76	0	0	141	0	0	181	0	0	86
Lane Group Flow (vph)	79	85	16	253	151	58	170	500	137	191	503	67
Turn Type	Prot	NA	pm+ov	Prot	NA	pm+ov	pm+pt	NA	Perm	pm+pt	NA	Perm
Protected Phases	7	4	5	3	8	1	5	2		1	6	
Permitted Phases			4			8	2		2	6		6
Actuated Green, G (s)	9.4	12.0	21.0	22.5	25.1	34.8	60.8	51.8	51.8	62.2	52.5	52.5
Effective Green, g (s)	9.4	12.0	21.0	22.5	25.1	34.8	60.8	51.8	51.8	62.2	52.5	52.5
Actuated g/C Ratio	0.08	0.10	0.18	0.19	0.21	0.29	0.51	0.43	0.43	0.52	0.44	0.44
Clearance Time (s)	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0	6.0
Vehicle Extension (s)	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0	3.0
Lane Grp Cap (vph)	138	186	356	331	389	538	373	804	683	378	815	692
v/s Ratio Prot	0.04	0.05	0.00	c0.14	c0.08	0.01	0.03	0.27		c0.04	c0.27	
v/s Ratio Perm			0.01			0.03	0.20		0.09	0.22		0.04
v/c Ratio	0.57	0.46	0.05	0.76	0.39	0.11	0.46	0.62	0.20	0.51	0.62	0.10
Uniform Delay, d1	53.4	50.9	41.2	46.2	40.8	31.2	18.1	26.5	21.2	17.9	26.0	19.8
Progression Factor	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	1.00	0.51	0.47	0.36
Incremental Delay, d2	5.6	1.8	0.1	10.1	0.6	0.1	0.9	3.6	0.7	0.7	2.4	0.2
Delay (s)	59.0	52.7	41.2	56.3	41.5	31.3	19.0	30.1	21.9	9.9	14.5	7.3
Level of Service	E	D	D	E	D	C	B	C	C	A	B	A
Approach Delay (s)		50.5			44.3			25.5			12.2	
Approach LOS		D			D			C			B	
Intersection Summary												
HCM 2000 Control Delay	27.9			HCM 2000 Level of Service			C					
HCM 2000 Volume to Capacity ratio	0.63											
Actuated Cycle Length (s)	120.0			Sum of lost time (s)			24.0					
Intersection Capacity Utilization	71.0%			ICU Level of Service			C					
Analysis Period (min)	15											
c Critical Lane Group												

EXHIBIT D.



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

December 08, 2014 8:01 AM
Doc No(s) A-54550544



/s/ NICKI ANN THOMPSON
REGISTRAR

28 1/1 CGG
B-32557401

Conveyance Tax: \$1.50

LAND COURT SYSTEM AP REGULAR SYSTEM
Return by Mail () Pickup (☒) To:

TO: 2014 49064-5

TGE: 1405 1008
ANN OSHIRO/BST

DEPT. OF LAND AND NATURAL RESOURCES
LAND DIVISION

RS
1

LOD No. S-29,109

Total No. of Pages: 25
Tax Key: (2) 3-5-001-103

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT, effective as of the 26th day of September, 2014, RCFC KEHALANI, LLC, a Delaware limited liability company, whose address is 2005 Main Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "Grantor," with no consideration being paid by the STATE OF HAWAII, by its Board of Land and Natural Resources, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, hereinafter referred to as the "Grantee," does hereby grant and convey unto the Grantee, the Grantee's successors and assigns, that certain parcel of land situate at Wailuku, Maui, Hawaii, being LOT 3-A-2-A of the "KEHALANI MAUKA (LARGE-LOT) SUBDIVISION NO. 3-B", bearing Tax Map Key designation (2) 3-5-001-103, and containing an area of 14.098 acres, more or less, as more particularly described as Exhibit "A" attached hereto, and as delineated on the survey map dated February 16, 2010, revised August 2, 2010, attached hereto as Exhibit "B", which exhibits are made parts hereof.

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or in any ways appertaining or held and enjoyed therewith in fee simple unto said Grantee, the Grantee's successors and assigns, forever, free and clear of all liens and encumbrances, except as noted herein.

SUBJECT, HOWEVER, to the exceptions, reservations, encumbrances and provisions contained or referenced in this Deed and in Exhibit "C" attached hereto and made a part hereof.

The Grantor, for itself, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seised in fee simple and possessed of the above-described land and premises, that it has a good and lawful right to convey the same as aforesaid, that the same is free and clear of all liens and encumbrances, excepting the lien of real property taxes assessed for the current fiscal year but not yet due, and further excepting any and all exceptions, reservations and encumbrances created by or referred to in Exhibit "C" attached hereto, and that it will and its successors and assigns, shall WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the claims and demands of all persons whomsoever, except as aforesaid.

AND, the Grantee covenants that this conveyance of real property has had prior approval by the Attorney General pursuant to Section 26-7 and Section 107-10, Hawaii Revised Statutes, as to legality and form, exceptions, and reservations.

AND, the Grantor hereby warrants to Grantee that Grantor is not in breach or default in the performance of or compliance with the Declaration of Conditions dated July 25, 1990, listed as item 3(d) on Exhibit "C" attached to this Deed; and Grantor hereby indemnifies and agrees to defend and hold Grantee harmless from all claims, losses, liabilities and expenses, including court costs and attorneys' fees that may be asserted against Grantee or that Grantee may suffer or incur in the future arising from or in connection with any present or future breach or default by Grantor (or by Grantor's successor

acting as developer of Wailuku-Kahului Project District 3) of any term, provision or condition set forth in said Declaration of Conditions or if Grantee is required to perform any term, provision or condition set forth in said Declaration of Conditions.

AND, the Grantor warrants that if any lender or governmental agency shall ever require testing to ascertain whether there has been any release of hazardous materials by Grantor on or adjacent to the Property occurring prior to the Grantee's having taken possession of the above-described land pursuant to the unrecorded Right of Entry Agreement dated June 29, 2011, between Grantee and Kehalani Mauka, LLC, then the Grantor shall be responsible for the reasonable costs thereof. In addition, Grantor shall execute affidavits, representations and the like from time to time at the Grantee's request concerning the Grantor's best knowledge and belief regarding the presence of hazardous materials on the Property placed or released by the Grantor.

The Grantor agrees to indemnify, defend, and hold Grantee harmless, from any damages and claims resulting from the release of hazardous materials on or about the Property occurring while the Grantor was in possession of the Property, if caused by the Grantor or persons acting through or under the Grantor.

For the purpose of this deed "hazardous material" shall mean any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, as all of the above are defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation, and Liability Act, as amended, the Federal Clean Water Act, Chapter 128D, Hawaii Revised Statutes, or any other federal, state, or local law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced, or subsequently enacted.

The Grantor has provided the Grantee with a Phase I environmental site assessment report dated August 7, 2014 with addendum dated August 20, 2014.

The provisions of this instrument shall run with the land and be binding upon and inure to the benefit of the Grantor and Grantee and their successors and assigns.

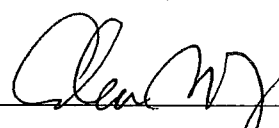
The parties hereto agree that this instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original 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.

IN WITNESS WHEREOF, the Grantor has caused these presents to be executed this 3rd day of September, 2014, and the STATE OF HAWAII, by its Board of Land and Natural Resources, the Grantee herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be executed this 26th day of September, 2014, both effective as of the day, month, and year first above written.

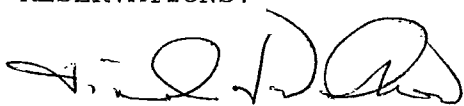
GRANTOR:

RCFC KEHALANI, LLC

By REDWOOD CAPITAL FINANCE
COMPANY, LLC, Its Member

By 
Its Adam M. Zoger
Authorized Signatory

APPROVED AS TO LEGALITY,
FORM, EXCEPTIONS, AND
RESERVATIONS:




LINDA L.W. CHOW
Deputy Attorney General

Dated: Sept. 19, 2014 N

Approved by the Board of
Land and Natural Resources
at its meeting(s) held on
April 25, 2014.

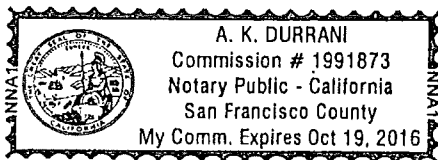
GRANTEE:

STATE OF HAWAII

By 
WILLIAM J. AILA, JR.
Chairperson
Board of Land and Natural
Resources

STATE OF CALIFORNIA)
) SS.
COUNTY OF SAN FRANCISCO)

On this 3rd day of SEPTEMBER, 2014, before me personally appeared ADAM M. ZOGER, to me personally known, who, being by me duly sworn or affirmed, did say that such person~~(s)~~ executed the foregoing instrument as the free act and deed of such person~~(s)~~, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.



A. K. DURRANI
Print Name: A. K. DURRANI
Notary Public, in and for said
State and County.

My commission expires: Oct. 19, 2016

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

On this _____ day of _____, 2014, before me personally appeared _____, 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.

Print Name: _____
Notary Public, State of Hawaii.

My commission expires: _____

Notary Certificate on Next Page

Date of Document: _____		# Pages: _____
or <input type="checkbox"/> Undated at time of notarization		
Name: _____	Second Circuit	
Doc. Description:		
_____ Notary Signature		_____ Date
NOTARY CERTIFICATION		Seal

EXHIBIT "A"

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 483 to Edward Bailey) situate, lying and being at Wailuku, Island and County of Maui, State of Hawaii, being LOT 3-A-2-A, of the "KEHALANI MAUKA (LARGE-LOT) SUBDIVISION NO. 3-B", (Subdivision File Number 3.2241), being all of Lot 3-A-2 and a portion of Lot P-1 of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B (Subdivision File No. 3.2136), subdivision being approved by the Director of Public Works of the County of Maui on May 3, 2011, and thus bounded and described, to-wit:

Beginning at the Southeast corner of this parcel of land, being also the northeast corner of Lot P-1-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, on the west side of Lot R-3 (Kehalani Mauka Parkway) of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 1,896.34 feet south and 3,542.96 feet west, and running by azimuths measured clockwise from true South:

- | | | | |
|----|----------|--------|---|
| 1. | 73° 37' | 480.00 | feet along Lot P-1-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey; |
| 2. | 163° 37' | 140.00 | feet along same; |
| 3. | 73° 37' | 142.83 | feet along same; |
| 4. | 162° 12' | 776.57 | feet along Lot WD-2 of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey; |
| 5. | 173° 00' | 52.76 | feet along same; |
| 6. | 185° 00' | 260.34 | feet along same; |
| 7. | 165° 00' | 10.06 | feet along same; |

8. 284° 00' 38.96 feet along Lot 3-A-3 of the
Kehalani Mauka (Large-Lot)
Subdivision No. 3-B, also along
the remainder of Grant 483 to
Edward Bailey;

Thence along same on a curve to the left with a radius of
472.00, the chord azimuth and
distance being:

9. 271° 15' 208.34 feet;
10. 258° 30' 254.89 feet along same;

Thence along same on a curve to the left with a radius of
30.00 feet, the chord azimuth and
distance being:

11. 214° 38' 30" 41.57 feet;
12. 350 47' 753.24 feet along the West side of Lot
R-3 (Kehalani Mauka Parkway) of
the Kehalani Mauka (Large-Lot)
Subdivision No. 3-B, also along
the remainder of Grant 483 to
Edward Bailey;

Thence along same on a curve to the left with a radius of
520.00 feet, the chord azimuth
and distance being:

13. 329° 50' 02" 371.85 feet;

Thence along same on a curve to the left with a radius of
670.00 feet, the chord azimuth
and distance being:

14. 307° 04' 27" 42.33 feet to the point of beginning
and containing an area of 14.098
acres, more or less.

A. Access.

Together with easement rights for access purposes over and
across the following:

1. Roadway Reserves 1, 2, 3, 4 and 5, and Lots 7, 8 and 9 (Road Widening Lots) as shown on "KEHALANI MAUKA (LARGE LOT) SUBDIVISION NO. 1" map dated November 7, 2002, revised December 13, 2002, approved on December 30, 2002, Subdivision File No. 3.1993;
2. Roadway Reserves 6, 7, 8, 9 and 10 as shown on "KEHALANI MAUKA (LARGE LOT) SUBDIVISION NO. 2" map dated September 21, 2004, approved on October 22, 2004, Subdivision File No. 3.2059;
3. Easement rights in Easements "1", "3" and "4" for access purposes, as set forth by Declaration of Easements, dated September 19, 2004, recorded in the said Bureau of Conveyances as Document No. 2004-187029, and subject to the terms and provisions contained therein;

provided, however, that if and when any such roadway reserve, easement or road lot described in paragraphs 1, 2 or 3 above shall be conveyed to or acquired by any governmental authority as a public highway, then all private easement rights granted hereby in said area so conveyed or acquired shall automatically terminate.

(Note: Portions of said roadway reserves and easements described in paragraphs 1, 2 or 3 above are located within the roadway lots described on Exhibits "1", "2" and "3" attached to this Exhibit "A".)

B. Drainage.

Together also with an easement for surface drainage purposes over the "Easement Area", being a portion of the land(s) bearing Tax Key designation (2) 3-5-002-001, as granted by Grant of Easement dated September 9, 2006, recorded in the said Bureau of Conveyances as Document No. 2006-184672, and subject to the terms and provisions contained therein.

Being the premises acquired by the Grantor herein by Deed of Kehalani Mauka LLC, a Hawaii limited liability company, dated August 27, 2012, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-47700420.

EXHIBIT "1"

Lot R-3

All of that certain parcels of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 483 to Edward Bailey) situate, lying and being on the westerly side of Honoapiilani Highway (F.A.P. No. 13-G), at Wailuku, Island and County of Maui, State of Hawaii, being LOT R-3, area 2.272 acres, more or less, of the "KEHALANI MAUKA (LARGE-LOT) SUBDIVISION NO. 3-B", as shown on subdivision map prepared by Reed M. Ariyoshi, Land Surveyor, with Warren S. Unemori - Engineering, Inc., dated January 24, 2007, last revised June 15, 2007, approved by the Department of Public Works and Environmental Management, Development Services Administration, County of Maui, Subdivision File No. 3.2136, on June 25, 2007, as recorded as Document No. 2007-097366, and thus bounded and described as follows:

Beginning at a point at the northeasterly corner of this lot, being also the southeasterly corner of Lot R-4 (Kehalani Mauka Parkway) of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being: 701.75 feet south and 3,830.56 feet west and running by azimuths measured clockwise from true South:

1. Thence along Lots 38 and 39 of Site 22 at Kehalani (File Plan 2437) on a curve to the right, with the point of curvature azimuth from the radial point being: $259^{\circ} 15'$ and the point of tangency azimuth from the radial point being: $260^{\circ} 47'$, having a radius of 1,000.00 feet, the chord azimuth and distance being: $350^{\circ} 01' 26.76$ feet to a point;
2. $350^{\circ} 47'$ 820.62 feet along Lots 39 and 40 of Site 22 at Kehalani (File Plan 2437) and Lots 125 to 137, inclusive of Site 21 at Kehalani (File Plan 2415) to a point;
3. Thence along Lots 137 to 141, inclusive of Site 21 at Kehalani (File Plan 2415) on a curve to the left, with the point of curvature azimuth from the radial point being: $80^{\circ} 47'$ and the point of tangency

azimuth from the radial point
being: $38^{\circ} 53' 04''$, having a
radius of 450.00 feet, the chord
azimuth and distance being:
 $329^{\circ} 50' 02''$ 321.79 feet to a
point;

4. Thence along Lots 141 and 107 of Site 21 at Kehalani (File Plan 2415) on
a curve to the left, with the point
of curvature azimuth from the
radial point being: $38^{\circ} 53' 04''$
and the point of tangency
azimuth from the radial point
being: $21^{\circ} 19'$, having a radius
of 600.00 feet, the chord
azimuth and distance being:
 $300^{\circ} 06' 02''$ 183.25 feet to a
point;
5. $21^{\circ} 19'$ 60.00 feet along Lot 4-D (Kehalani Mauka Parkway) of
Iliahi at Kehalani Roadway Lot
Subdivision, being also along
the remainder of Grant Number
483 to E. Bailey to a point;
6. $291^{\circ} 19'$ 153.57 feet along same to a point;
7. Thence along Lot 4-B (Kauna Lipo Drive) of Iliahi at Kehalani Roadway
Lot Subdivision, being also
along the remainder of Grant
Number 483 to E. Bailey on a
curve to the right, with the point
of curvature azimuth from the
radial point being: $201^{\circ} 19'$ and
the point of tangency azimuth
from the radial point being: 248°
 $33' 44''$, having a radius of 30.00
feet, the chord azimuth and
distance being: $314^{\circ} 56' 22''$
24.04 feet to a point;
8. $70^{\circ} 38'$ 2.74 feet along same to a point;
9. Thence along Lot P-1 of Kehalani Mauka (Large-Lot) Subdivision No. 3-
B, being also along the
remainder of Grant 483 to E.

Bailey on a curve to the left, with the point of curvature azimuth from the radial point being: 239° 27' 20" and the point of tangency azimuth from the radial point being: 199° 19', having a radius of 30.00 feet, the chord azimuth and distance being: 129° 23' 10" 20.59 feet to a point;

10. 109° 19' 130.64 feet along same to a point;

11. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 19° 19' and the point of tangency azimuth from the radial point being: 38° 53' 04", having a radius of 670.00 feet, the chord azimuth and distance being: 119° 06' 02" 227.71 feet to a point;

12. Thence along Lots P-1 and 3-A-2 of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also along the remainder of Grant Number 483 to E. Bailey on a curve to the right, with the point of curvature azimuth from the radial point being: 38° 53' 04" and the point of curvature azimuth from the radial point being: 80° 47', having a radius of 520.00 feet, the chord azimuth and distance being: 149° 50' 02" 371.85 feet to a point;

13. 170° 47' 820.62 feet along Lots 3-A-2 and 3-A-3 of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also along the remainder of Grant Number 483 to E. Bailey to a point;

14. Thence along Lot 3-A-3 of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also along the

remainder of Grant Number 483 to E. Bailey on a curve to the left, with the point of curvature azimuth from the radial point being: 260° 47' and the point of tangency azimuth from the radial point being: 259° 15', having a radius of 930.00 feet, the chord azimuth and distance being: 170° 01' 24.89 feet to a point;

15. 259° 15' 70.00 feet along Lot R-4 (Kehalani Mauka Parkway) of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also along the remainder of Grant Number 483 to E. Bailey and containing and area of 2.272 acres.

BEING THE PREMISES ACQUIRED BY DEED BY KEHALANI MAUKA LLC, a Hawaii limited liability company, as follows:

By DEED of KATY CORP, a Hawaii corporation, dated December 1, 1999, recorded as Document No. 99-190468; CONSENT TO TRANSFER dated December 1, 1999, recorded as Document No. 99-190469, given by BANK OF HAWAII, a Hawaii corporation; CONSENT dated December 1, 1999, recorded as Document No. 99-190470, given by HAWAII LAND & FARMING COMPANY, INC.; and CONSENT TO SALE dated December 1, 1999, recorded as Document No. 99-190471, given by MAUI SIERRA LLC, a Hawaii limited liability company;

EXHIBIT "2"

Lot 4-D

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 483 to E. Bailey) situate, lying and being on the westerly side of Honoapiilani Highway (F.A.P. No. 13-G) at Wailuku, Island and County of Maui, State of Hawaii, being LOT 4-D of the "ILIAHI AT KEHALANI ROADWAY LOT SUBDIVISION" and thus bounded and described:

Beginning at a point on the northeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 1,834.91 feet south and 2,650.93 feet west and running by azimuths measured clockwise from true South:

1. 350° 49' 11.00" 164.80 feet along the remainder of Grant 483 to E. Bailey, being also along Lot 4-E (Highway Widening Lot) of Iliahi at Kehalani Roadway Lot Subdivision to a point;

Thence along the remainder of Grant 483 to E. Bailey, being also along Lot 3 of Kehalani Mauka (Large-Lot) Subdivision No. 1 on a curve to the left with the point of curvature azimuth from the radial point being 238° 29' 17", and the point of tangency azimuth from the radial point being: 170° 49' 11", having a radius of 40.00 feet, the chord azimuth and distance being:

2. 114° 39' 14.00" 44.54 feet to a point;

3. 80° 49' 11.00" 63.69 feet along same to a point;

Thence along same on a curve to the left, having a radius of 400.00 feet, the chord azimuth and distance being:

Roadway Access Agreement

4. 73° 34' 5.50" 100.98 feet to a point;

5. 66° 19' 15.92 feet along same to a point;

Thence along the remainder of Grant 483 to E. Bailey, being also along Lot 3 of Kehalani Mauka (Large-Lot) Subdivision No. 1 and Lot 4-B (Roadway Lot) of Iliahi at Kehalani Roadway Lot Subdivision on a curve to the right, having a radius of 500.00 feet, the chord azimuth and distance being:

6. 88° 49' 382.68 feet to a point;

7. 111° 19' 186.80 feet along the remainder of Grant 483 to E. Bailey, being also along Lot 4-B (Roadway Lot) of Iliahi at Kehalani Roadway Lot Subdivision and Lot 1-F of Kehalani Mauka (Large-Lot) Subdivision No. 2 to a point;

8. 201° 19' 60.00 feet along the remainder of Grant 483 to E. Bailey, being also along Lots 1-F and 1-G of Kehalani Mauka (Large-Lot) Subdivision No. 2 to a point;

Thence along the remainder of Grant 483 to E. Bailey, being also along Lot 2 of Kehalani Mauka (Large-Lot) Subdivision No. 1 on a curve to the left with the point of curvature azimuth from the radial

Roadway Access Agreement

point being: 21° 19', and
the point of tangency
azimuth from the radial
point being: 350° 49' 11",
having a radius of 600.00
feet, the chord azimuth
and distance being:

9. 276° 04' 5.50" 315.61
10. 260° 49' 11.00" 372.25

feet to a point;

feet along same to a
point;

Thence along same on a curve to the left with the point of curvature
azimuth from the radial
point being: 350° 49' 11",
and the point of tangency
azimuth from the radial
point being: 260° 49' 11",
having a radius of 40.00
feet, the chord azimuth
and distance being:

11. 215° 49' 11.00" 56.57
12. 260° 49' 11.00" 9.00

feet to a point;

feet along same to the
point of beginning and
containing an area of
1.829 acres, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : ILIAHI AT KEHALANI LLC, a Hawaii limited
liability company

GRANTEE : KEHALANI MAUKA LLC, a Hawaii limited
liability company

DATED : October 26, 2006

RECORDED : Document No. 2006-205562

EXHIBIT "3"

Lot 4-E

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Grant Number 483 to E. Bailey) situate, lying and being on the westerly side of Honoapiilani Highway (F.A.P. No. 13-G) at Wailuku, Island and County of Maui, State of Hawaii, being LOT 4-E (Highway Widening Lot) of "ILIAHI AT KEHALANI ROADWAY LOT SUBDIVISION" and thus bounded and described:

Beginning at a point on the southeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 2,010.69 feet south and 2,610.37 feet west and running by azimuths measured clockwise from true South:

1. 80° 49' 11" 9.00 feet along the remainder of Grant 483 to E. Bailey, being also along Lot 3 of Kehalani Mauka (Large-Lot) Subdivision No. 1 to a point;

Thence along same on a curve to the left with the point of curvature azimuth from the radial point being: 260° 49' 11", and the point of tangency azimuth from the radial point being: 238° 29' 17", having a radius of 40.00 feet, the chord azimuth and distance being:

2. 159° 39' 14" 15.49 feet to a point;
3. 170° 49' 11" 300.07 feet along the remainder of Grant 483 to E. Bailey, being also along Lot 4-D of Iliahi at Kehalani Roadway Lot Subdivision and Lot 2 of Kehalani Mauka (Large-Lot) Subdivision No. 1 to a point;
4. 174° 38' 02" 180.40 feet along the remainder of Grant 483 to E. Bailey, being also along Lot 2 of Kehalani Mauka (Large-Lot) subdivision No. 1 to a point;

5. 350° 49' 11" 495.27 feet along the westerly side of Honoapiilani Highway (F.A.P. No. 13-G) to the point of beginning and containing an area of 4,833 square feet, more or less.

BEING THE PREMISES ACQUIRED BY QUITCLAIM DEED

GRANTOR : ILIAHI AT KEHALANI LLC, a Hawaii limited liability company

GRANTEE : KEHALANI MAUKA LLC, a Hawaii limited liability company

DATED : October 26, 2006

RECORDED : Document No. 2006-205562

EXHIBIT "B"

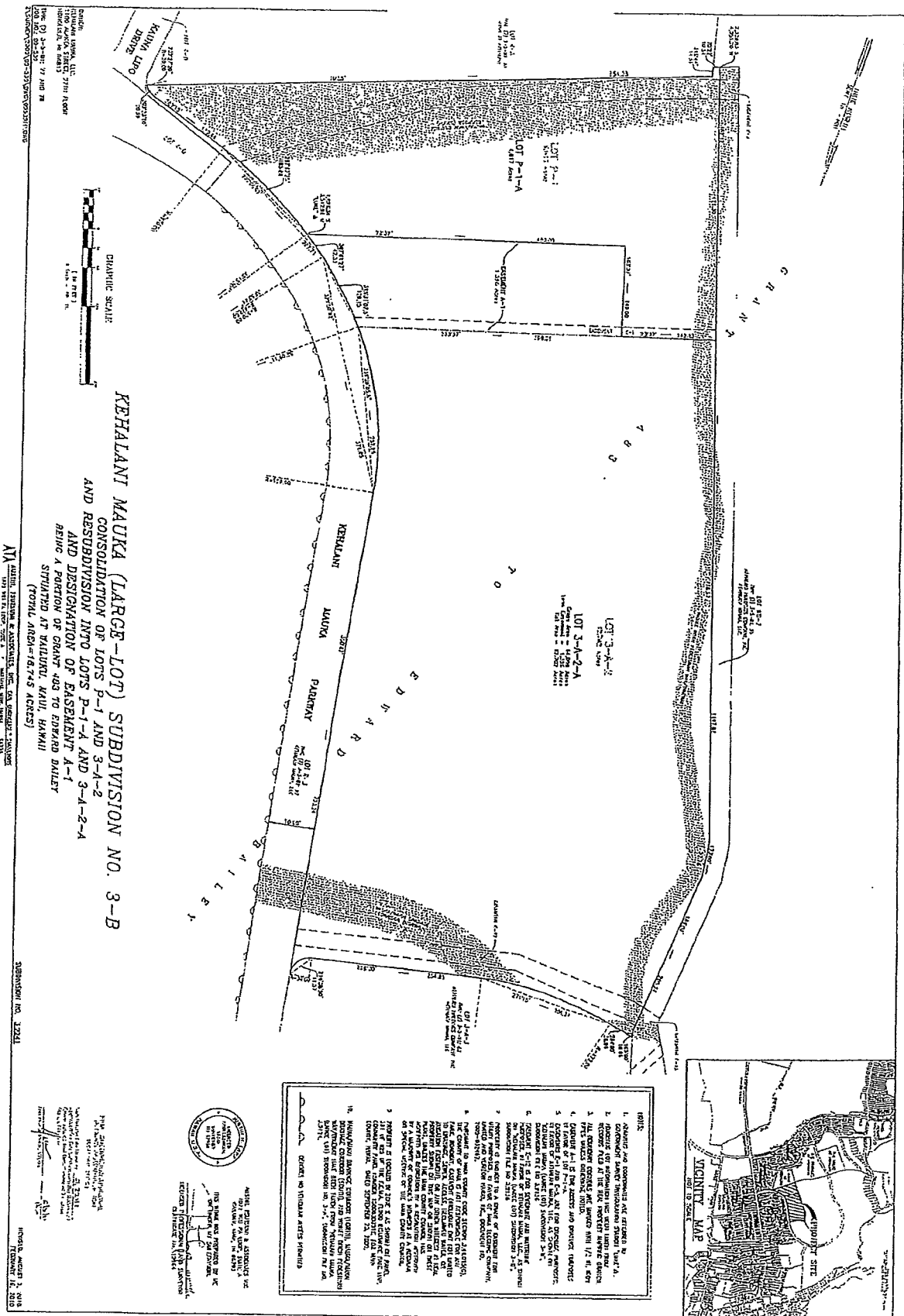


EXHIBIT "C"

The property described in Exhibits "A" and "B" is conveyed subject to the following:

1. SUBJECT TO, AND RESERVING for the benefit of Grantor, and Grantor's successors and assigns, a non-exclusive, perpetual easement in gross over, under and across Easement E-5 for the installation, operation, maintenance, repair and replacement of facilities for the transport of drainage and storm water runoff, bounded and described on Exhibit "1" attached to this Exhibit "C" and incorporated herein by reference, including, but not limited to, underground drainage culverts, drainage pipelines, conduits, manholes, meters and the like, as Grantor and its assigns in their sole discretion determine appropriate or desirable, and together with reasonable rights of ingress and egress; and together, also, with the right to grant to the State of Hawaii, the County of Maui or other appropriate governmental agency, or to a homeowners' association, one or more easements for such purposes within Easement E-5.

2. SUBJECT TO, AND RESERVING for the benefit of Grantor, and Grantor's successors and assigns, a non-exclusive, perpetual easement over, under and across Easement A-1 (the "Driveway") described on Exhibit "2" attached to this Exhibit "C" and incorporated herein by reference, for the installation, operation, maintenance, repair and replacement of a Driveway and for pedestrian and vehicular ingress and egress. This easement serves, and is appurtenant to, Lot P-1-A which abuts the easement area on the south and west and is bounded and described on Exhibit "3" attached to this Exhibit "C" and incorporated herein by reference. This easement is established upon, and subject to, all the terms and conditions of that certain unrecorded Agreement Between the State of Hawaii Department of Education and Kehalani Mauka LLC For a Permanent Access and Easement Across a Portion of Wailuku II Elementary School dated June 6, 2011, to which reference is hereby made.

3. SUBJECT, FURTHER, to the following:

(a) Mineral and water rights of any nature in favor of the State of Hawaii.

(b) Grant to Maui Electric Company, Limited, and Verizon Hawaii Inc., now known as Hawaiian Telcom, Inc., dated

February 3, 2005, recorded in the said Bureau of Conveyances as Document No. 2005-032467, granting a perpetual right and easement for utility purposes.

(c) The terms and provisions contained in Declaration and Reservation of Easements for Sewerline, Waterline and Drainage (Easement E-12) dated June 10, 2011, recorded in the said Bureau of Conveyances as Document No. 2011-104973. Note: Kehalani Mauka LLC's rights in said easement have been assigned to the Grantor herein.

(d) The terms and provisions contained in Declaration of Conditions dated July 25, 1990, recorded in the said Bureau of Conveyances as Document No. 90-117006.

EXHIBIT "1"

Kehalani Mauka (Large-Lot) Subdivision No. 3-B Description of Easement E-5

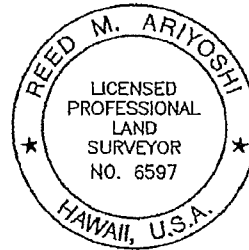
A Drainage Easement in favor of Kehalani Mauka, LLC over and across a portion of Lot P-1 of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also affecting a portion of Grant 483 to E. Bailey at Wailuku, Maui, Hawaii and more particularly described as follows:

Beginning at a point at the northeasterly corner of this easement, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 1,785.10 feet South and 3,660.92 feet West and running by azimuths measured clockwise from True South:

1. Thence along Lot R-3 (Kehalani Mauka Parkway) of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also along the remainder of Grant 483 to E. Bailey on a curve to the left with the point of curvature azimuth from the radial point being:
52° 09' 11" and the point of tangency azimuth from the radial point being:
50° 21' 57", having a radius of 520.00 feet, the chord azimuth and distance being:
321° 15' 34" 16.22 feet;
2. 73° 37' 546.84 feet over and across a portion of Lot P-1 of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also over and across a portion of Grant 483 to E. Bailey;
3. 162° 12' 15.00 feet along Lot WD-2 of Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also along the remainder of Grant 483 to E. Bailey;

4. 253° 37'

541.04 feet along Lot 3-A-2 of Kehalani
Mauka (Large-Lot) Subdivision
No.3-B, being also along the
remainder of Grant 483 to E.
Bailey to the point of
beginning and containing an
Area of 8,156 Square Feet or
0.187 Acre, more or less.



By: Reed M. Ariyoshi 4/30/14 Exp.
Licensed Professional Land Surveyor
Certificate No. 6597

EXHIBIT "2"

EASEMENT A-1

Being a portion of Lot 3-A-2-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also a portion of Grant 483 to Edward Bailey.

Situate at Wailuku, Maui, Hawaii

Beginning at the Southeast corner of this easement, being also the Northeast corner of Lot P-1-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, on the West side of Lot R-3 (Kehalani Mauka Parkway) of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 1,896.34 feet South and 3,542.96 feet West, and running by azimuths measured clockwise from true South:

1. 73° 37' 480.00 feet along Lot P-1-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey;
2. 163° 37' 140.00 feet along same;
3. 253° 37' 398.21 feet along the remainder of Lot 3-A-2-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey;

Thence along the West side of Lot R-3 (Kehalani Mauka Parkway) of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey on a curve to the left with a radius of 520.00, the chord azimuth and distance being:

4. 315° 31' 07.5" 120.15 feet;

Thence along same on a curve to the left with a radius of 670.00, the chord azimuth and distance being:



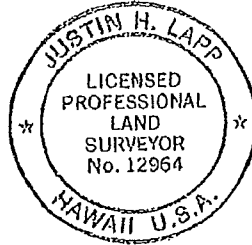
AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU HAWAII 96817-5031


1871 WILIPA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

5. 307° 04' 27" 42.33 feet to the point of beginning and containing an area of 1.396 acres.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:


JUSTIN H. LAPP
Licensed Professional Land Surveyor
Certificate No. 12964

Wailuku, Maui, Hawaii
May 24, 2011

TMK: (2) 3-5-001:Por. 77 and Por. 78

-2-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET SUITE 521
HONOLULU HAWAII 96817-5031

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

EXHIBIT "3"

KEHALANI MAUKA (LARGE-LOT) SUBDIVISION NO. 3-B

Lot P-1-A

Being a portion of Lot P-1 of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, being also a portion of Grant 483 to Edward Bailey.

Situate at Wailuku, Maui, Hawaii

Beginning at the Northeast corner of this parcel of land, being also the Southeast corner of Lot 3-A-2-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, on the West side of Lot R-3 (Kehalani Mauka Parkway) of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 1,896.34 feet South and 3,542.96 feet West, and running by azimuths measured clockwise from true South:

Along the West side of Lot R-3 (Kehalani Mauka Parkway) of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey, on a curve to the left with a radius of 670.00 feet, the chord azimuth and distance being:

1. 297° 17' 25" 185.88 feet;

2. 289° 19' 130.64 feet along same;

Thence along same on a curve to the right with a radius of 30.00 feet, the chord azimuth and distance being:

3.. 309° 23' 10" 20.59 feet;

4. 70° 38' 854.38 feet along Lot 4-A of the Iliahi at Kehalani Roadway Lot Subdivision, also along the remainder of Grant 483 to Edward Bailey;

5.. 346° 44' 14.51 feet along same;



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET SUITE 521
HONOLULU HAWAII 96817-5031

1871 WILI PA LOOP SUITE A
WAILUKU, MAUI HAWAII 96793

6. 70° 22' 10.54 feet along Lot WD-1 of the Kehalani Mauka (Large-Lot) Subdivision No. 3-A, also along the remainder of Grant 483 to Edward Bailey;
7. 162° 12' 421.30 feet along Lot WD-2 of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey;
8. 253° 37' 142.83 feet along Lot 3-A-2-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, also along the remainder of Grant 483 to Edward Bailey;
9. 343° 37' 140.00 feet along same;
10. 253° 37' 480.00 feet along same, to the point of beginning and containing an area of 4.647 acres.

Together with Easement A-1 affecting Lot 3-A-2-A of the Kehalani Mauka (Large-Lot) Subdivision No. 3-B, Subdivision File No. 3.2136.

Subject, however, to the following Easements:

1. Portion of Easement E-5 for drainage purposes as shown on Kehalani Mauka (Large-Lot) Subdivision No. 3-B, Subdivision File No. 3.2136.
2. Easement E-1 for drainage purposes as shown on Kehalani Mauka (Large-Lot) Subdivision No. 3-B, Subdivision File No. 3.2136.
3. Grant of Easement for utility purposes, Document No. 2005-032467.
4. Portion of Mauka/Makai Drainage Corridor (South), as shown on Kehalani Mauka (Large-Lot) Subdivision No. 3-B, Subdivision File No. 3.2136.

-2-



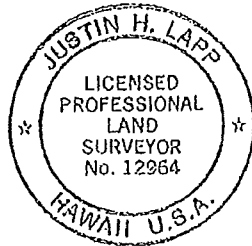
AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET SUITE 521
HONOLULU HAWAII 96817-5031

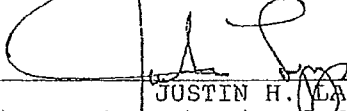
1671 WILIPALOO SUITE A
WAILUKU, MAUI, HAWAII 96793

5. Portion of Waihee Ditch Pedestrian Way/Bikeway as shown on Kehalani Mauka (Large-Lot) Subdivision No. 3-B, Subdivision File No. 3.2136.



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

Description Prepared By:


JUSTIN H. LAPP
Licensed Professional Land Surveyor
Certificate No. 12964

Wailuku, Maui, Hawaii
May 24, 2011

TMK: (2) 3-5-001:Por. 77 and Por. 78

-3-



AUSTIN, TSUTSUMI & ASSOCIATES, INC.

CIVIL ENGINEERS • SURVEYORS

501 SUMNER STREET, SUITE 521
HONOLULU HAWAII 96817-5031

1871 WILLI PA LOOP, SUITE A
WAILUKU, MAUI, HAWAII 96793

EXHIBIT E.

ALAN M. ARAKAWA
Mayor



KA'ALA BUENCONSEJO
Director

BRIANNE L. SAVAGE
Deputy Director

RECEIVED
JUN 03 2015
DEPARTMENT OF PARKS & RECREATION
700 Hali'a Nakoa Street, Unit 2, Wailuku, Hawaii 96793
Dowling Company, Inc.

(808) 270-7230
FAX (808) 270-7934

May 29, 2015

Mr. Brian Ige, Development Manager
RCFC Kehalani, LLC
c/o Dowling Company, Inc.
2005 Main Street
Wailuku, HI 96793

Dear Mr. Ige:

SUBJECT: KEHALANI MAKAI PARK
TMK: (2) 3-5-020:036

This is to accept conveyance of the Kehalani Makai Park in accordance with the Wailuku-Kahului Project District 3 Park Assessment Agreement and Maui County Council approved Resolution No. 12-92.

Please feel free to contact me or Robert Halvorson, Chief of Parks Planning and Development, at (808) 270-7931 if there are any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Ka'ala Buenconsejo", is written over the printed name and title.

KA'ALA BUENCONSEJO
Director

c: Brianne Savage, Deputy Director
Jerrie Sheppard, Deputy Corporation Counsel
Robert Halvorson, Chief of Planning and Development

KB:RH:kp

D 31

Kehalani Makai Park



STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED

June 15, 2015 8:01 AM

Doc No(s) A-56440892



/s/ NICKI ANN THOMPSON
REGISTRAR

1 1/1 kco
B-32643684

Conveyance Tax: \$1.00

LAND COURT

REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL (XX) PICKUP ()

TO: COUNTY OF MAUI

Department of Finance
200 South High Street
Wailuku, Hawaii 96793

TG: 471534-L

TITLE GUARANTY OF HAWAII, INC. HAS
FILED THIS DOCUMENT FOR RECORD
AS AN ACCOMMODATION ONLY. THIS
DOCUMENT HAS NOT BEEN REVIEWED
OR IN ANY WAY EXAMINED AS TO
ITS EFFECT ON REAL PROPERTY.

S:\DSA\STANDARD FORMS\Subdivision\Standard Agreements\WarrantydeedRev0707.wpd

TMK No. (2) 3-5-020-036

Total No. of Pages: 14

Subdivision File No. _____

WARRANTY DEED

KNOW ALL MEN BY THESE PRESENTS:

That RCFC KEHALANI, LLC, a Delaware limited liability company, whose address is 2005 Main Street, Wailuku, Hawaii 96793, (hereinafter collectively the "Grantor"), for and in consideration of the sum of TEN DOLLARS (\$10.00) and other good and valuable consideration to Grantor paid by COUNTY OF MAUI, a political subdivision of the State of Hawaii, with its principal office and mailing address at 200 South High Street, Wailuku, Hawaii 96793, (hereinafter the "Grantee"), receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey all of that certain property situate at Wailuku, Maui, Hawaii,

more particularly described in Exhibit "A", attached hereto and incorporated herein by reference, unto the Grantee, as Tenant in Severalty, its legal successors and assigns, forever, including the reversions, remainders, rents, issues and profits thereof and all of the estate, right, title and interests of Grantor, both at law and in equity, therein and thereto.

TO HAVE AND TO HOLD the same, together with all buildings, improvements, tenements, rights, easements, hereditaments, privileges and appurtenances thereto belonging or appertaining, or held and enjoyed in connection therewith unto the Grantee according to the tenancy hereinabove set forth, absolutely and in fee simple, forever.

AND the Grantor hereby covenants with the Grantee that the Grantor is lawfully seized in fee simple of the described real and personal property and that the Grantor has good right to convey the same as aforesaid; that the property is free and clear of all encumbrances, except as may be described in Exhibit "A"; and the Grantor will WARRANT AND DEFEND the same unto Grantee, forever, against the lawful claims and demands of all persons.

It is understood and agreed that the term "property" shall be deemed to mean and include the property specifically described in Exhibit "A", all buildings and improvements thereon (including any personal property described in Exhibit "A") and all rights, easements, privileges and appurtenances in connection therewith, that the terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine and/or feminine, the singular or plural number, individuals, firms or corporations, that the rights and obligations of the Grantor and Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, personal representatives, successors in trust and assigns and that where there is more than one Grantor or Grantee, any covenants of the

respective party shall be and for all purposes deemed to be joint and several.

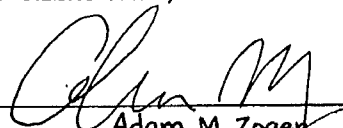
IN WITNESS WHEREOF, the undersigned have executed this instrument on this 26th day of May, 2015.

GRANTOR:

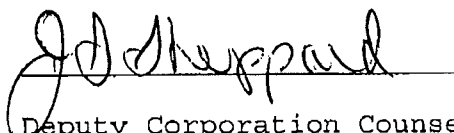
RCFC KEHALANI, LLC

By

Its


Adam M. Zogor
Authorized Signatory

APPROVED AS TO FORM
AND LEGALITY:


Deputy Corporation Counsel
County of Maui

ACKNOWLEDGMENT

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

State of California
County of San Francisco)

On 5-26-2015 before me, A. K. Durrani
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature A K Durrani (Seal)

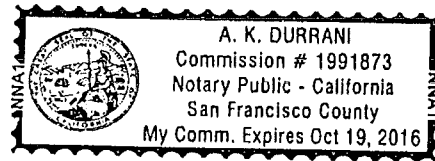


EXHIBIT "A"

All of that certain parcel of land situate at Wailuku, Island and County of Maui, State of Hawaii, being LOT 36, area 327,358 square feet, or 7.515 acres, more or less, of the "WAILUKU PROJECT DISTRICT C-5 SUBDIVISION", as shown on File Plan Number 2177, filed in the Bureau of Conveyances of the State of Hawaii.

Together with a roadway and utility easement over and across roadway Lot 5 of Wailuku Project District Makai Large-Lot Subdivision, subject to vehicular access restrictions from Honoapiilani Highway (F.A.P. No. 13-G) and being more particularly described as follows:

Beginning at a point at the most westerly corner of this lot, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 1,821.00 feet south and 2,564.88 feet west and running by azimuths measured clockwise from true South:

1. Thence over and across a portion of Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, being also along Lot 3 of Wailuku Project District Makai Large-Lot Subdivision on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

305° 49' 11" 56.57 feet;

2. 260° 49' 11" 370.00 feet over and across same;

3. Thence over and across same on a curve to the left having a radius of 40.00 feet, the chord azimuth and distance being:

215° 49' 11" 56.57 feet;

4. 170° 49' 11" 510.00 feet over and across same;

5. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
- 125° 49' 11" 42.43 feet;
6. 80° 49' 11" 178.00 feet over and across same;
7. 170° 49' 11" 90.00 feet over and across a portion of Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, being also along Lot 1 of Wailuku Project District Makai Large-Lot Subdivision;
8. Thence over and across same on a curve to the left having a radius of 30.00 feet, the chord azimuth and distance being:
- 305° 49' 11" 42.43 feet;
9. 260° 49' 11" 1,349.93 feet over and across portions of Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, and R.P. 7712, L.C. Aw. 215 to Henry L. Brooks, being also along Lots 1 and 2 of Wailuku Project District Makai Large-Lot Subdivision;
10. Thence over and across a portion of Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, being also along Lot 2 of Wailuku Project District Makai Large-Lot Subdivision on a curve to the left with the point of curvature azimuth from the radial point being:

- 350° 49' 11" and the point of tangency
azimuth from the radial point
being: 270° 12', having a
radius of 30.00 feet, the
chord azimuth and distance
being:
- 220° 30' 35.5" 38.82 feet;
11. 353° 13' 33" 118.75 feet over and across a
portion of Deed: Kamehameha
IV to William P. Alexander,
dated October 16, 1862, and
recorded in Liber 16, Page 8,
being also along Lot 7 of
Wailuku Project District
Makai Large-Lot Subdivision;
12. Thence over and across a portion of Deed: Kamehameha IV to
William P. Alexander, dated
October 16, 1862, and
recorded in Liber 16, Page 8,
being also along Lot 6 of
Wailuku Project District
Makai Large-Lot Subdivision
on a curve to the left with
the point of curvature
azimuth from the radial point
being: 267° 35', and the
point of tangency azimuth
from the radial point being:
170° 49' 11", having a
radius of 30.00 feet, the
chord azimuth and distance
being:
- 129° 12' 05.5" 44.86 feet;
13. 80° 49' 11" 1,076.75 feet over and across same;
14. Thence over and across same on a curve to the left having a
radius of 30.00 feet, the
chord azimuth and distance
being:
- 35° 49' 11" 42.43 feet;

15. 350° 49' 11" 730.00 feet over and across same;
16. 80° 49' 11" 60.00 feet over and across a
portion of Deed: Kamehameha
IV to William P. Alexander,
dated October 16, 1862, and
recorded in Liber 16, Page 8,
being also along Lot 8 of
Wailuku Project District
Makai Large-Lot Subdivision;
17. 170° 49' 11" 40.00 feet over and across a
portion of Deed: Kamehameha
IV to William P. Alexander,
dated October 16, 1862, and
recorded in Liber 16, Page 8,
being also along Lot 4 of
Wailuku Project District
Makai Large-Lot Subdivision;
18. Thence over and across same on a curve to the left having a
radius of 40.00 feet, the
chord azimuth and distance
being:

125° 49' 11" 56.57 feet;
19. 80° 49' 11" 352.00 feet over and across same;
20. Thence over and across same on a curve to the left having a
radius of 40.00 feet, the
chord azimuth and distance
being:

35° 49' 11" 56.57 feet;
21. 350° 49' 11" 457.48 feet over and across same;
22. 80° 55' 40" 18.05 feet over and across same;
23. Thence along the easterly side of Honoapiilani Highway,
(F.A.P. No. 13-G) on a curve
to the left having a radius
of 28,682.96 feet, the chord
azimuths and distance being:

170° 52' 25.5" 54.09 feet;
24. 170° 49' 11" 583.35 feet along same to the point
of beginning and containing
an area of 4.278 acres, more
or less.

Note: A) Lot 5 has been consolidated and resubdivided into
Lots 219 to 222, inclusive, of File Plan No.
2143.

B) Lot 36 is not contiguous to said above roadway
and utility easement.

Together also with a perpetual nonexclusive easement
for drainage purposes in connection with the Kehalani Makai
Drainage Improvements, as granted by GRANT OF EASEMENT, dated
March 7, 2003, recorded in the Bureau of Conveyances of the
State of Hawaii as Document No. 2003-046529, over, across and
through a portion of Tax Key (2) 3-4-004-051, being more
particularly described therein; and subject to the terms and
provisions contained therein.

Being the premises acquired by LIMITED WARRANTY DEED
from KEHALANI HOLDINGS COMPANY, INC., a Hawaii corporation, as
Grantor, to RCFC KEHALANI, LLC, a Delaware limited liability
company, as Grantee, dated August 27, 2012, recorded in the said
Bureau of Conveyances as Document No. A-47700415.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature in favor
of the State of Hawaii.

2. Grant in favor of MAUI ELECTRIC COMPANY, LIMITED,
dated April 30, 1974, recorded in the said Bureau of Conveyances
in Liber 9921 on Page 1, as amended by instrument dated January
24, 1978, recorded in Liber 12720 on Page 351; granting a non-
exclusive right and easement for electrical purposes over and
across Powerline Easement "2", being more particularly described
therein.

3. Grant in favor of the COUNTY OF MAUI, dated
November 25, 1958, recorded in the said Bureau of Conveyances in
Liber 3773 on Page 469; granting the right, in the nature of
rights and easements of rights of way ten (10) feet wide, for
sewer purposes under and across Parcel 1 described therein.

4. Electrical Easement "D" in favor of MAUI ELECTRIC COMPANY, LTD., as shown on survey map prepared by Warren S. Unemori, Land Surveyor, with Warren S. Unemori - Engineering, Inc., dated June 27, 1994, revised January 11, 1995 and February 17, 1995, being more particularly described as follows:

Beginning at a point at the northeasterly corner of this easement, being also the northeasterly corner of Lot 2 of Wailuku Project District Makai Large-Lot Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 203.70 feet south and 961.11 feet west and running by azimuths measured clockwise from true South:

1. 8° 52' 362.29 feet over and across portions of R. P. 4124, L. C. Aw. 8076 to Hiole and R. P. 3523, L. C. Aw. 3338 to Namailou, being also along the westerly side of Waiale Road and Lot 7 of Wailuku Project District Makai Large-Lot Subdivision;
2. 3° 12' 145.31 feet over and across portions of R. P. 3525, L. C. Aw. 3338 to Namailou and Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, being also along Lot 7 of Wailuku Project District Makai Large-Lot Subdivision;
3. 3° 47' 133.79 feet over and across a portion of Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, being also along Lot 7 of Wailuku Project District Makai Large-Lot Subdivision;
4. 0° 12' 100.17 feet over and across same;

5. Thence over and across a portion of Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, being also along roadway Lot 5 of Wailuku Project District Makai Large-Lot Subdivision on a curve to the right with the point of curvature azimuth from the radial point being: $270^{\circ} 12'$, and the point of tangency azimuth from the radial point being: $318^{\circ} 23' 24''$, having a radius of 30.00 feet, the chord azimuth and distance being: $24^{\circ} 17' 42''$ 24.49 feet;
6. $180^{\circ} 12'$ 122.85 feet over and across same;
7. $183^{\circ} 47'$ 134.05 feet over and across a portion of Deed: Kamehameha IV to William P. Alexander, dated October 16, 1862, and recorded in Liber 16, Page 8, and R. P. 7712, L. C. Aw. 215 to Henry L. Brooks;
8. $183^{\circ} 12'$ 102.78 feet over and across portions of R. P. 7712, L. C. Aw. 215 to Henry L. Brooks and R. P. 3522, L. C. Aw. 3338 to Namailou;
9. $93^{\circ} 12'$ 15.00 feet over and across a portion of R. P. 3523, L. C. Aw. 3338 to Namailou;
10. $183^{\circ} 12'$ 5.00 feet over and across same;
11. $273^{\circ} 12'$ 15.00 feet over and across same;
12. $183^{\circ} 12'$ 37.97 feet over and across same;
13. $188^{\circ} 52'$ 335.40 feet over and across a portion of R. P. 3523, L. C. Aw. 3338 to Namailou and R.

P. 4124, L. C. Aw. 8076 to
Hiolo;

14. 124° 18' 51" 58.27 feet over and across portions
of R. P. 4124, L. C. Aw. 8076
to Hiolo and Grant 3343 to
Claus Spreckels;
15. 276° 43' 62.66 feet over and across a
portion of R. P. 4124, L. C.
Aw. 8076 to Hiolo to the
point of beginning and
containing an area of 8,362
square feet, more or less.

5. Restriction of vehicle access rights along Waiale
Road and Olomea Street as shown on File Plan No. 2177.

6. Easement in favor of BOARD OF WATER SUPPLY of the
COUNTY OF MAUI, dated May 9, 1996, recorded in the said Bureau
of Conveyances as Document No. 96-086063; granting a
nonexclusive easement for water pipeline purposes over, under,
across and through a portion of Tax Map Key (2) 3-5-001-017,
Easement "A" (Waterline Easement).

7. Easement in favor of BOARD OF WATER SUPPLY of the
COUNTY OF MAUI, dated May 9, 1996, recorded in the said Bureau
of Conveyances as Document No. 96-086065; granting a
nonexclusive easement for water pipeline purposes over, under,
across and through a portion of Tax Map Key (2) 3-5-001-017,
Easement "D" (Drainage and Waterline Easement).

8. The terms and provisions contained in DECLARATION
OF CONDITIONS dated July 25, 1990, recorded in the said Bureau
of Conveyances as Document No. 90-117006.

9. The terms and provisions contained in UNILATERAL
AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING dated August
29, 1991, recorded in the said Bureau of Conveyances as Document
No. 91-124296.

SECOND SUPPLEMENTAL UNILATERAL AGREEMENT dated --
- (acknowledged May 2, 2003), recorded as Document No.
2003-091382, by HAWAII LAND & FARMING COMPANY, INC., a Delaware
corporation.

SUPPLEMENTAL UNILATERAL AGREEMENT dated ---
(acknowledged April 15, 2003), recorded as Document No.
2003-091383, by KEHALANI MAUKA LLC, a Hawaii limited liability
company.

10. The terms and provisions contained in DEED dated
December 15, 1993, recorded in the said Bureau of Conveyances as
Document No. 93-208058.

ASSIGNMENT OF IN GROSS RESERVATIONS dated October
1, 2005, recorded as Document No. 2005-229077, by and between
WAILUKU AGRIBUSINESS CO., INC., a Hawaii corporation, and
WAILUKU WATER COMPANY, LLC, a Hawaii limited liability company;
re: assigning all "in gross" reservations and grants.

11. The terms and provisions contained in SUBDIVISION
AGREEMENT (AGRICULTURAL USE) dated January 26, 1995, recorded in
the said Bureau of Conveyances as Document No. 95-019375.

12. The terms and provisions contained in AGREEMENT
FOR IMPLEMENTATION OF WATER MASTER PLAN FOR KEHALANI (WAILUKU
PROJECT DISTRICT 3) dated December 18, 2002, recorded in the
said Bureau of Conveyances as Document No. 2002-234288, by and
between HAWAII LAND & FARMING COMPANY, INC., a Delaware
corporation, KEHALANI MAUKA, LLC, a Hawaii limited liability
company, and the DEPARTMENT OF WATER SUPPLY OF THE COUNTY OF
MAUI, an agency of the County of Maui, a body politic and
corporate, and a political subdivision of the State of Hawaii.

ABOVE AGREEMENT AMENDED BY INSTRUMENT dated
August 13, 2008, recorded as Document No. 2008-130559.

13. The terms and provisions contained in AGREEMENT
FOR IMPLEMENTATION OF WATER MASTER PLAN FOR KEHALANI (WAILUKU
PROJECT DISTRICT 3) (TRANSMISSION CREDITS) dated December 18,
2002, recorded in the said Bureau of Conveyances as Document No.
2002-234289, by and between HAWAII LAND & FARMING COMPANY, INC.,
a Delaware corporation, KEHALANI MAUKA, LLC, a Hawaii limited
liability company, and the DEPARTMENT OF WATER SUPPLY OF THE
COUNTY OF MAUI, an agency of the County of Maui, a body politic
and corporate, and a political subdivision of the State of
Hawaii.

ABOVE AGREEMENT AMENDED BY INSTRUMENT dated
August 13, 2008, recorded as Document No. 2008-130560.

14. The terms and provisions contained in KEHALANI-

WAILUKU PROJECT DISTRICT 3 OFFSITE SEWER IMPROVEMENTS dated December 24, 2002, recorded in the said Bureau of Conveyances as Document No. 2002-234295, by and between HAWAII LAND & FARMING COMPANY, INC., a Delaware corporation, KEHALANI MAUKA, LLC, a Hawaii limited liability company, and the DEPARTMENT OF PUBLIC WORKS AND WASTE MANAGEMENT, an agency of the County of Maui, a body politic and corporate, and a political subdivision of the State of Hawaii.

15. The terms and provisions contained in AGREEMENT TO IMPLEMENT UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING (REGARDING INCREMENTAL PARK DEDICATION) dated December 18, 2002, recorded in the said Bureau of Conveyances as Document No. 2002-234296, by and between KEHALANI MAUKA LLC, a Hawaii limited liability company, and HAWAII LAND & FARMING COMPANY, INC., a Delaware corporation.

16. GRANT to GREGORY YOSUO IBARA dated November 11, 2002, recorded in the said Bureau of Conveyances as Document No. 2003-157340, granting a perpetual nonexclusive easement for vehicular access purposes in favor of Tax Key (2) 3-5-001-051, being more particularly described therein.

17. The terms and provisions contained in LIMITED WARRANTY DEED dated August 27, 2012, recorded in the said Bureau of Conveyances as Document No. A-47700415.

END OF EXHIBIT "A"

Tax Key: (2) 3-5-020-036

Resolution

No. 12-92

APPROVING AND AUTHORIZING THE EXECUTION OF A PARK ASSESSMENT
AGREEMENT FOR THE WAILUKU-KAHULUI PROJECT DISTRICT 3,
PURSUANT TO SECTION 18.16.320, MAUI COUNTY CODE

WHEREAS, KEHALANI HOLDINGS COMPANY, INC. and KEHALANI MAUKA LLC ("Subdivider") has developed the Wailuku-Kahului Project District 3 ("Project District") situated at Wailuku, Maui, Hawaii; and

WHEREAS, the development of the 2,400 permitted residential units in the Project District is ongoing and has been facilitated through various subdivisions of land; and

WHEREAS, pursuant to Section 18.16.320, Maui County Code ("MCC"), as a condition of subdivision approval, Subdivider is required to provide land in perpetuity or dedicate land for park and playground purposes; and

WHEREAS, Subdivider and the Department of Parks and Recreation ("Parks") hope and desire to enter into the Project District Park Assessment Agreement ("Agreement"), attached hereto as Exhibit "a", and by reference made a part hereof; and

WHEREAS, Subdivider and Parks entered into an Agreement to Implement Unilateral Agreement and Declaration for Conditional Zoning ("Unilateral Agreement") attached hereto as Exhibit "1" of Exhibit "a", and made a part hereof; and

WHEREAS, Subdivider and Parks have agreed to cancel and set aside the existing Unilateral Agreement upon the execution of the Agreement; and

WHEREAS, the Agreement provides for the dedication of the Makai Park, identified as Tax Map Key No. (2)3-5-020:036, comprising approximately 7.515 acres, as shown on Exhibit "2" of Exhibit "a", and the Mauka Park, identified as Tax Map Key No. (2)3-5-001:080, comprising approximately 13.115 acres, as shown on Exhibit "3" of Exhibit "a"; and

Resolution No. 12-92

WHEREAS, the Agreement further requires that Subdivider shall provide, in perpetuity, four privately owned and maintained Pocket Parks located throughout the Project District, comprising a total of approximately 6.87 acres, as shown on Exhibit "4" of Exhibit "a"; and

WHEREAS, Subdivider shall record perpetual covenants that restrict the use of the four Pocket Parks to park and playground purposes and assures the perpetual maintenance of the four Pocket Parks by Subdivider or its successors and assigns; and

WHEREAS, the Pocket parks will be improved with lot grading, grass planting, automatic irrigation, and adequate drainage, and will not be improved with parking areas and comfort stations; and

WHEREAS, the Director of Parks and Recreation has determined that parking areas and comfort stations are available nearby, impractical, or unnecessary at the Pocket Parks, as stated in correspondence attached as Exhibit "b"; and

WHEREAS, Subdivider has improved the Makai Park with lot grading, grass planting, automatic irrigation, and adequate drainage, and Subdivider shall further improve the site by installing a stainless steel grate and approximately four hundred (400) square feet of concrete lining at the drainage outlet in the southeast corner of the site, as shown on Exhibit "5" of Exhibit "a"; and

WHEREAS, the Makai Park will not be improved with parking areas and comfort stations; and

WHEREAS, the Director of Parks and Recreation has determined that parking areas and comfort stations are available nearby, impractical, or unnecessary at the Makai Park, as stated in correspondence attached as Exhibit "b"; and

WHEREAS, Subdivider shall improve the Mauka Park site with lot grading, grass planting, automatic irrigation, a parking area, adequate drainage, and a comfort station. Plans

Resolution No. 12-92

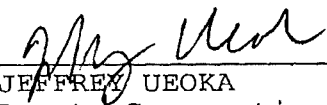
for the parking area and comfort station are attached hereto as Exhibits "6" and "7" of Exhibit "a", respectively; and

WHEREAS, Section 3.44.015(F), MCC, authorizes the Director of Parks and Recreation to accept conveyance of real property when the conveyance is made in accordance with a park assessment agreement approved by Council resolution pursuant to Section 18.16.320, MCC; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That it approves the Agreement; and
2. That it does hereby authorize the Mayor of the County of Maui, or the Mayor's duly authorized representative, to execute all necessary documents in connection with the acceptance of said Agreement; and
3. That certified copies of this resolution be transmitted to the Mayor of the County of Maui, the Director of Parks and Recreation, and Subdivider.

APPROVED AS TO FORM
AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel
County of Maui

S:\ALL\JTU\RESOS\Kehalani\Kehalani Park Assessment Agreement Reso.wpd

LAND COURT

REGULAR SYSTEM

Return By Mail ☒ Pick-Up ☐ To:

COUNTY OF MAUI
c/o Department of Parks
200 South High Street
Wailuku, Maui, Hawaii 96793

TITLE OF DOCUMENT:

WAILUKU-KAHULUI PROJECT DISTRICT 3 PARK ASSESSMENT AGREEMENT

PARTIES TO DOCUMENT:

KEHALANI HOLDINGS COMPANY, INC.
KEHALANI MAUKA LLC
1100 Alakea Street, 27th Floor
Honolulu, Hawaii 96813

COUNTY OF MAUI
200 South High Street
Wailuku, Maui, Hawaii 96793

TAX MAP KEY(S): (2) 3-5-020:036 and (2) 3-5-001:080

(This document consists of ____ pages.)

EXHIBIT " a "

WAILUKU-KAHULUI PROJECT DISTRICT 3

PARK ASSESSMENT AGREEMENT

This PARK ASSESSMENT AGREEMENT, is executed this day of _____, by KEHALANI HOLDINGS COMPANY, INC., a Hawaii corporation (formerly known as Hawaii Land & Farming Company, Inc. and hereinafter referred to as "**HL&F**"), KEHALANI MAUKA LLC, a Hawaii limited liability company, both of whose addresses are at 1100 Alakea Street, 27th Floor, Honolulu, Hawaii 96813 (collectively, "**Kehalani**"), and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Hawaii 96793 ("**County**").

WITNESSETH:

WHEREAS, Kehalani Mauka LLC and HL&F, (currently known as Kehalani Holdings Company, Inc.) executed that certain Agreement to Implement Unilateral Agreement and Declaration for Conditional Zoning dated December 18, 2002 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-234296 ("**Unilateral Agreement**"), attached hereto as Exhibit "1" and by reference incorporated herein;

WHEREAS, Kehalani and the County wish to enter into this WAILUKU-KAHULUI PROJECT DISTRICT 3 PARK ASSESSMENT AGREEMENT ("**Agreement**"), and upon its execution, cancel and declare as void the Unilateral Agreement;

WHEREAS, Kehalani intends to dedicate to the County the area known as the Makai Park situate at TMK (2)3-5-020:036, area 7.515 acres, more or less, as shown on Exhibit "2", attached hereto and by reference incorporated herein;

WHEREAS, Kehalani also intends to dedicate to the County the area known as the Mauka Park situate at TMK (2)3-5-001:080, area 13.115 acres, more or less, as shown on Exhibit "3", attached hereto and by reference incorporated herein;

WHEREAS, Kehalani, under terms of the Agreement, shall provide more park improvements than is required under the Unilateral Agreement;

NOW, THEREFORE, Kehalani and County agree as follows:

1. On the execution of this Agreement by HL&F, Kehalani, and the County, said Unilateral Agreement shall, without any further action of the parties, be deemed cancelled and of no further force and effect.

2. There are proposed to be 2,400 residential units developed in the Wailuku-Kahului Project District 3, for which the park assessment, pursuant to Section 18.16.320, Maui County Code, is 27.5 acres.

3. Kehalani intends to provide four (4) pocket parks along with the Mauka Park and the Makai Park, as shown on Exhibit "4", attached hereto and by reference incorporated herein,

the combined total acreage of which shall be 27.5 acres. Notwithstanding the foregoing, if Kehalani develops fewer than 2,400 residential units in the Wailuku-Kahului Project District 3, it is understood and agreed that the required acreage of the pocket parks shall be reduced by 500 square feet multiplied by the number of residential units actually developed that are less than 2,400 residential units.

A. Pocket Parks.

The Pocket Parks, comprising a total of 6.87 acres, more or less, shall be privately owned and maintained by Kehalani or its successors and assigns, as the case might be, and utilized for passive recreation. All Pocket Parks will be open to the public and subject to those reasonable rules and regulations adopted by Kehalani or its successors and assigns. All Pocket Parks will be improved with lot grading, grass planting, automatic irrigation, and adequate drainage.

Kehalani intends to develop the individual Pocket Parks as the project adjacent to the individual Pocket Park is completed. At the time of the execution of this Agreement, two (2) Pocket Parks have been completed and are being used by residents. Kehalani is unable to give an exact date of when the remaining two (2) Pocket Parks will be completed, however they shall construct the remaining two (2) Pocket Parks simultaneously with the project adjacent to each individual Pocket Park. The use of the site shall be restricted to park and playground purposes by recorded, perpetual covenants, and which shall be enforceable by Kehalani, the County, and their respective successors and assigns.

The perpetual maintenance of the site by Kehalani, its successors and assigns, shall be assured by the recorded, perpetual covenants, which shall obligate Kehalani, its successors and assigns, to maintain the site in perpetuity, and which shall empower the County to enforce the covenants or cause the maintenance to be performed and seek reimbursement of all costs by any and all means available in the event of a default in said covenants which continues after notice of default and a reasonable opportunity to cure such default. Upon completion of each Pocket Park, Kehalani shall execute and record a unilateral agreement in favor of the County to assure that such parks and playgrounds shall be privately and adequately maintained in perpetuity, and that the provisions of this section shall be observed.

B. Makai Park.

The Makai Park sits on a lot that is approximately 7.515 acres in area, Kehalani has improved the Makai Park with lot grading, grass planting, automatic irrigation, and adequate drainage, its intended use is active recreation. Kehalani prior to dedication to the County shall further improve the site by installing a stainless steel grate and approximately four hundred (400) square feet of concrete lining at the drainage outlet in the southeast corner of the site, as shown on Exhibit "5", attached hereto and by reference incorporated herein. Upon completion of these improvements, to the Director of the Department of Parks and Recreation's ("Director") reasonable satisfaction, the Director shall accept dedication of the Makai Park. Kehalani anticipates completion of all improvements within two (2) years of the execution of this Agreement. The County of Maui, Department of Public Works shall be responsible for the inspection and maintenance of the drainage inlet and outlet, along with the stainless steel grate and concrete lining located near the outlet located in the southeast corner of the site.

C. Mauka Park.

The Mauka Park is approximately 13.115 acres in area, Kehalani shall improve the site with lot grading, grass planting, automatic irrigation, a parking area, adequate drainage, and a comfort station, its intended use is active recreation. Plans for the parking area and comfort station are attached hereto and by reference incorporated herein as Exhibits "6" and "7", respectively. Upon completion of these improvements, to the Director's reasonable satisfaction, the Director shall accept dedication of the Mauka Park. Kehalani anticipates completion of all improvements within two (2) years of the execution of this Agreement.

4. Upon completion to the Director's reasonable satisfaction of the Pocket Parks and acceptance of dedication of the Makai Park and the Mauka Park, all requirements of section 18.16.320, Maui County Code, shall be deemed to be satisfied.


5. This Agreement shall, upon approval of the same by the County Council and execution by the County, be binding upon the parties notwithstanding the subsequent enactment by the County of a law of general application which conflicts with this agreement.


6. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, as the case may be.

Executed the day and year first above written.

KEHALANI HOLDINGS COMPANY, INC.
a Hawaii corporation

KEHALANI MAUKA LLC
a Hawaii limited liability company

By 
Name: Stanford S. Carr
Title: President

By 
Name: Stanford S. Carr
Title: Manager

Approved as to Form and Legality:

COUNTY OF MAUI


Deputy Corporation Counsel
County of Maui
S:\ALL\TUPARKS\AGREEMENTS\Kehalani.DOC

By _____
Name:
Title:



R-1658 STATE OF HAWAII
BUREAU OF CONVEYANCES
RECORDED
DEC 30, 2002 11:00 AM
Doc No(s) 2002-234296



/s/ CARL T. WATANABE
REGISTRAR OF CONVEYANCES

10 1/1 21

LAND COURT SYSTEM	REGULAR SYSTEM
AFTER RECORDATION, RETURN BY:	
HAWAII LAND & FARMING COMPANY, INC.	
745 Fort Street, Suite 2110	
Honolulu, HI 96813	
Phone: 537-5220	
Total Pages 10	

Tax Map Key No(s): (2) 3-5-001:por. 001, 061, 063 and 066

**AGREEMENT TO IMPLEMENT UNILATERAL AGREEMENT
AND DECLARATION FOR CONDITIONAL ZONING**

(Regarding Incremental Park Dedication)

This Agreement to Implement Unilateral Agreement and Declaration for Conditional Zoning (the "Agreement") is dated this 18 day of December, 2002 and is executed by Kehalani Mauka LLC, a Hawaii limited liability company, and Hawaii Land & Farming Company, Inc., a Delaware corporation, (formerly known as C. Brewer Homes, Inc.), whose mailing and post office address is 745 Fort Street, Suite 2110, Topa Financial Center, Fort Street Tower, Honolulu, Hawaii 96813 (collectively, the "Declarant").

RECITALS:

A. As set forth in Maui County Ordinance 2053, Bill No. 70 (1991), the Council of the County of Maui, pursuant to Chapters 19.42 and 19.45 of the Maui County Code, established the Wailuku-Kahului Project District 3 Zoning (conditional zoning) for those certain parcels of land located at Wailuku and Waikapu, Maui, Hawaii, identified for real property tax purposes by Tax Map Key Numbers (2) 3-4-007:002, 3-5-001:por.001, and 3-5-001:por.017, comprised of approximately 547.256 acres, and more particularly described in Exhibit "A" attached to said Ordinance 2053, and in Land Zoning Map No. L-409, which is on file in the Office of the County Clerk of the County of Maui and which is by reference made a part hereof (the "Property"); subject, however, (pursuant to

Section 19.42.040 of the Maui County Code) to the conditions set forth in Exhibit "B" of said Ordinance 2053, and that Unilateral Agreement and Declaration for Conditional Zoning dated August 29, 1991 and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-124296 (the "Unilateral Agreement").

B. The Declarant is the owner of the Property described in the Unilateral Agreement and the developer of the master-planned community known as "Kehalani" (the "Project" or "Project District").

C. Condition 7 as set forth in said Exhibits "B" and "C" provides as follows:

7. The applicant shall provide its fair and equitable share of park improvements generated by the project as is deemed necessary by the Director of Parks and Recreation of the County of Maui. The applicant's participation shall include, but shall not be limited to, the dedication of land in fee simple, free and clear of all encumbrances, for park use and a community center site for use by the community;

D. The purpose of this Agreement is to identify the park improvements generated by the Project that said Director of Parks and Recreation deems necessary and with respect to which the Declarant shall provide its fair and equitable share, and, further, to establish the procedure for implementing said park improvements on an incremental basis as development of the Project progresses.

E. The Declarant has executed this agreement after consultation with and review by said Director of Parks & Recreation for the County of Maui.

DECLARATION:

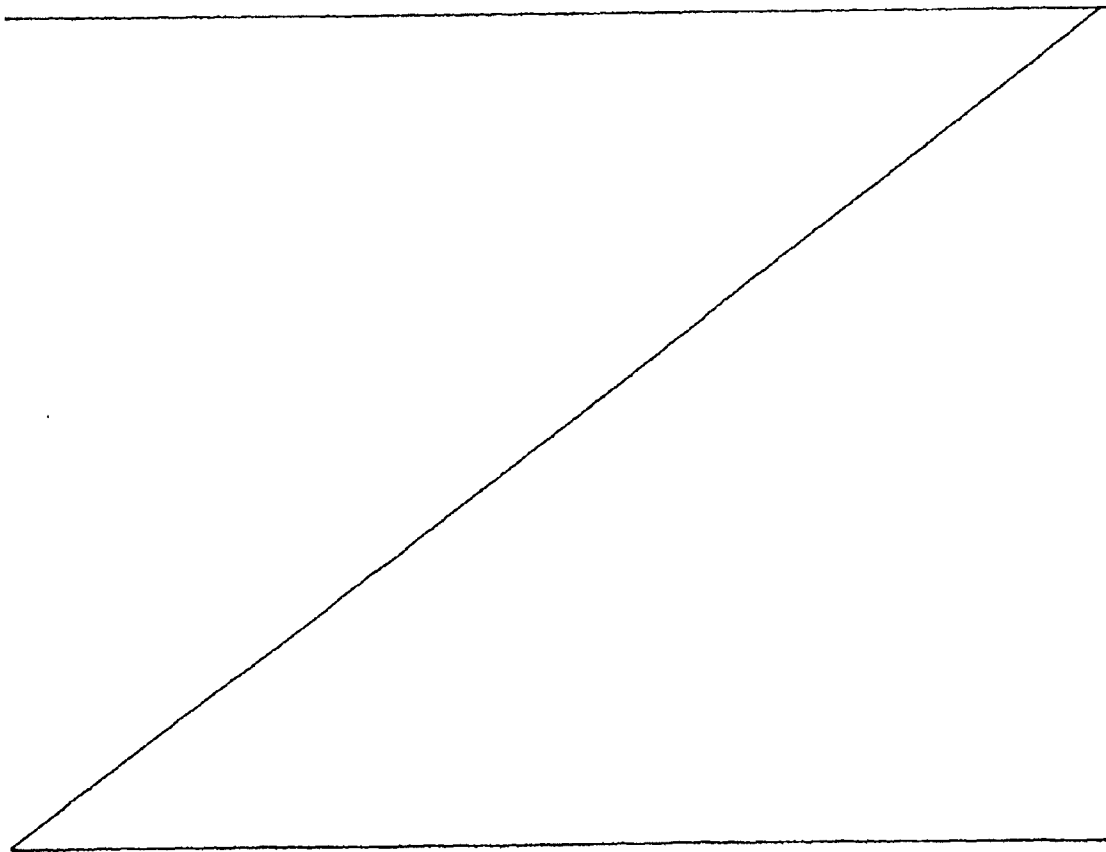
Declarant hereby makes the following declaration:

1. The term "Declarant" and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine or the neuter, or vice versa, and shall include any corporation, and shall be held to mean and include "Declarant" and its successors and assigns, as developer of the Project District.

2. Declarant hereby agrees to all of the terms and conditions for the incremental improvement and dedication of the park improvement as development progresses, and to the provisions for the final subdivision, construction and dedication thereof, all as set forth on Exhibit "B" attached hereto and made a part hereof.

3. The conditions set forth in Exhibit "B" hereof are (a) necessary to protect the public health, safety, convenience and welfare, (b) reasonably conceived to mitigate impacts emanating from the Declarant's proposed land uses and to meet the criteria set forth in Maui County Code Sections 18.16.320 and 19.510.050 and (c) supplement and implement public park requirements contained in the Unilateral Agreement.


4. IT IS EXPRESSLY UNDERSTOOD AND AGREED BY DECLARANT, that any term, condition and/or agreement contained in Exhibit "B" attached hereto concerning dedication, modification, waiver and/or acceptance of land or park improvements by the County shall be subject to the requirement of Maui County Council approval, as set forth in Section 18.16.320, Chapter 3.44, and/or Chapter 3.56 of the Maui County Code, or any relevant or successor sections or chapters thereof existing at the time of such dedication, modification, waiver or acceptance.




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

KEHALANI MAUKA LLC,
a Hawaii limited liability company


Milwaukee Holdings, LLC,
a Hawaii limited liability company
Its Member

By 
Stanford S. Carr
Its Manager

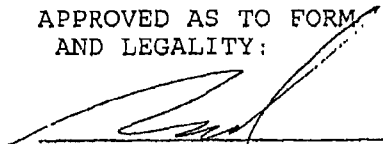
HAWAII LAND & FARMING COMPANY, INC.,
a Delaware corporation

By 
Stanford S. Carr
Its Manager

APPROVAL RECOMMENDED:


FLOYD S. MIYAZONO
Director of Parks and Recreation

APPROVED AS TO FORM
AND LEGALITY:


EDWARD S. KUSHI, JR.
Deputy Corporation Counsel

5:\ALL\EFK PARK\Agreements\Kahalani park assessment agreement.vp3

STATE OF HAWAII
ma ~~CITY AND COUNTY OF HONOLULU~~ *Maui*) ss
)

On this 18th day of December, 2002, before me personally appeared STANFORD S. CARR, to me personally known, who, being by me duly sworn, did say that he executed the foregoing instrument as the free act and deed of such person and in the capacities shown, having been duly authorized to execute such instrument in such capacities.

L.S.

MARGUERITE AH KEE
(Print or type name)

Marguerite Ah Kee
(Signature)

Notary Public, State of Hawaii

My commission expires: 7/3/2003

EXHIBIT "B"

AGREEMENT FOR INCREMENTAL DEDICATION OF PUBLIC PARK

1. General. The Project District will be developed in modules, consisting of a single-family residential, multi-family residential, commercial, and public and quasi-public park and open space uses. The modules will be developed in a time and manner determined by the Declarant based on market and development conditions from time to time. 2,400 residential units are allowed within the Project District. The Project District ordinance requires 20.00 acres of park area within the Project District. Generally, the improvement and dedication of the park areas shall be prorated over the entire proposed density of the Project District. For example, by the time that the Declarant or its assigns has developed at total of 1,200 of the 2,400 allowable residential units within the Project District, then Declarant shall have been required to improve (or bond such improvement) and dedicate 10.00 acres of the total 20.00 acres of park areas. The Declarant intends and proposes to improve and dedicate the park areas in accordance with the terms of this Exhibit "B". Additional acreage that may be required by the County of Maui shall be provided for via the Pocket Parks, as described in Paragraph 4 below.

2. Park Areas. As of the date of execution hereof, the locations and areas of the parks that Declarant intends to improve and dedicate to the County of Maui are shown on the map of the Project District, which is attached hereto as Exhibit "C". The areas referred to on said map as the "Makai Park", the "Mauka Park" and the "Pocket Parks" shall be improved and dedicated as set forth in the following paragraphs. However, the Declarant and the Director may, by mutual written agreement, modify the locations and areas of the parks from time to time as well as the terms and conditions of their improvement and dedication.

3. Makai Park. The Makai Park contains an area of between 5 and 6 acres. It is situated entirely within the area designated on Exhibit "C" as the Waiale Basin, which contains an area of approximately 8 acres. Improvements to the Makai Park that are to be made and paid for by the Declarant shall be limited to the grading, grassing and sprinkler system irrigation. If and to the extent that the Department desires to make additional improvements, including but not limited to restrooms, parking, paved walkways or vehicular access, the Declarant shall, at no cost or expense to the Department, work with the Department on the design of such improvements. The construction of such improvements shall be made by the County or a contractor selected by the County. In the event that the County requests that the Declarant arrange for the construction of such improvements, then the Declarant shall be

entitled to the reasonable costs associated with the retention and, if applicable, management of such construction. Under no circumstances shall the Declarant be responsible for the cost incurred in connection with the construction of such improvements, and the County shall bear all such costs. In addition, all of the improvements made to the Makai Park requiring water, sewer and electrical utility service shall be connected to County-metered systems, and all such metered utility charges shall be paid for by the County. The design of the improvements to be made to the Makai Park by HL&F and at its sole cost and expense, as set forth above, shall be submitted to, and approved by, the Department prior to the issuance of building permits for the construction of vertical improvements on any parcel to be developed within the Project District that is located makai of the Honoapiilani Highway. The installation of such improvements shall commence (or be bonded) prior to issuance of any occupancy certificate for the any residence developed within said location of the Project District and shall be completed within one (1) year from the date on which such installation of such improvements commences or on which the bond for the completion thereof is furnished to the Department. Upon completion or bonding of the Makai Park improvements that the Declarant is required hereunder to install or construct and pay for, the Department shall release all existing bonds pertaining to the Makai Park improvement and dedication of park areas within the Project District and reimburse the Declarant any and all park fees pertaining to the Makai Park paid to date on any neighborhoods previously built within the Project District. County approvals within the Project District shall not be unreasonably withheld if good faith efforts have been made by HL&F to fulfill such requirements. Upon completion of all improvements that are required hereunder or that the Department may elect to make hereunder, the Makai Park shall be open to the residents within the Project District and, generally, to members of the public, although the Declarant and/or the Department may subject such use to such rules and regulations that are necessary or appropriate to the health, safety and well-being of the users of the Makai Park. At such time as all of the improvements to the Makai Park are completed, the Declarant shall take such measures as are necessary to dedicate the Makai Park and the area constituting the Waiale Basin, and the County shall accept the same for dedication. Upon dedication thereof, maintenance and ownership of the Makai Park and the Waiale Basin shall be the sole responsibility of the County.

3. Mauka Park. The Mauka Park contains an area of approximately 11-16 acres and is located adjacent to the existing Wailuku Elementary School Park. Improvements to the Mauka Park that are to be made and paid for by the Declarant shall be limited to the grading, grassing and sprinkler system irrigation. If and to the extent that the Department desires to make additional improvements, including but not limited to restrooms, parking, paved walkways or vehicular access, the Declarant shall, at no cost or expense to the Department, work with the Department on the

design of such improvements. The construction of such improvements shall be made by the County or a contractor selected by the County. In the event that the County requests that the Declarant arrange for the construction of such improvements, then the Declarant shall be entitled to the reasonable costs associated with the retention and, if applicable, management of such construction. Under no circumstances shall the Declarant be responsible for the cost incurred in connection with the construction of such improvements, and the County shall be bear all such costs. In addition, all of the improvements made to the Mauka Park requiring water, sewer and electrical utility service shall be connected to County-metered systems, and all such metered utility charges shall be paid for by the County. The design of the improvements to be made to the Mauka Park by HL&F and at its sole cost and expense, as set forth above, shall be submitted to, and approved by, the Department prior to the issuance of building permits for the construction of vertical improvements on any parcel to be developed within the Project District that is located Mauka of the Honoapiilani Highway. The installation of such improvements shall commence (or be bonded) prior to issuance of a building permit for the four hundred fortieth (440th) residence constructed within the mauka location of the Project District and shall be completed within one (1) year from the date on which such installation of such improvements commences or on which the bond for the completion thereof is furnished to the Department. Upon completion or bonding of the Mauka Park improvements that the Declarant is required hereunder to install or construct and pay for, the Department shall release all existing bonds pertaining to the Mauka Park improvements, and reimburse the Declarant any and all park fees pertaining to the Mauka Park paid to date on any neighborhoods previously built within the Project District. County approvals within the Project District shall not be unreasonably withheld if good faith efforts have been made by HL&F to fulfill such requirements. Upon completion of all improvements that are required hereunder or that the Department may elect to make hereunder, the Mauka Park shall be open to the residents within the Project District and, generally, to members of the public, although the Declarant and/or the Department may subject such use to such rules and regulations that are necessary or appropriate to the health, safety and well-being of the users of the Mauka Park. At such time as all of the improvements to the Mauka Park are completed, the Declarant shall take such measures as are necessary to dedicate the Mauka Park and the area constituting the Waiale Basin, and the County shall accept the same for dedication. Upon dedication thereof, maintenance and ownership of the Mauka Park and the Waiale Basin shall be the sole responsibility of the County.

4. Pocket Parks. A number of other smaller passive parks ("Pocket Parks") are located throughout the Kehalani community, as depicted in Exhibit "C". The Pocket Parks shall be improved in accordance with the County's subdivision park assessment ordinances in effect at that time and shall not have any active recreational or

restroom facilities. The Pocket Parks shall be owned and maintained by the Kehalani Community Association but will be open to the public, although the Declarant may subject such use to such rules and regulations that are necessary or appropriate to the health, safety and well-being of the users of the Pocket Parks. Full acreage credit towards the park requirements as set forth in the Project District Ordinance shall given to the Declarant for the improved Pocket Parks. Timing for the improvement of the Pocket Parks shall be contingent upon development and occupancy of the adjacent neighborhoods. Construction on the subject improvements shall commence (or be bonded) prior to issuance of an occupancy certificate on the last neighborhood in Kehalani Mauka adjacent to the Pocket Parks. The Pocket Parks shall be completed within one (1) year from the commencement date of construction thereof.

5. Remedies for Breach. If the Declarant materially breaches any of its obligations, terms, conditions or covenants under this Agreement, the County of Maui shall have all available remedies at law and in equity and shall have the right to recover from Declarant costs and attorney's fees incurred in any enforcement action.

6. No Liability of County Prior to Dedication. During any period prior to the acceptance of dedication of the Makai Park and/or the Mauka Park by resolution of the Council of the County of Maui, the County of Maui shall have no liability for any losses or claims arising out of acts or occurrences thereon; and Declarant shall indemnify, defend and hold harmless the County of Maui and its officers, agents and employees from and against all claims, losses, liabilities and expenses (including attorney's fees) which they or any of them shall suffer or incur and which shall arise out of accidents, injuries, acts or occurrences on the Makai Park and/or the Mauka Park, as the case may be. The Declarant shall name the County of Maui as additional insured on Declarant's general liability insurance coverage in commercially reasonable amounts approved by the Director.

END OF EXHIBIT "B"

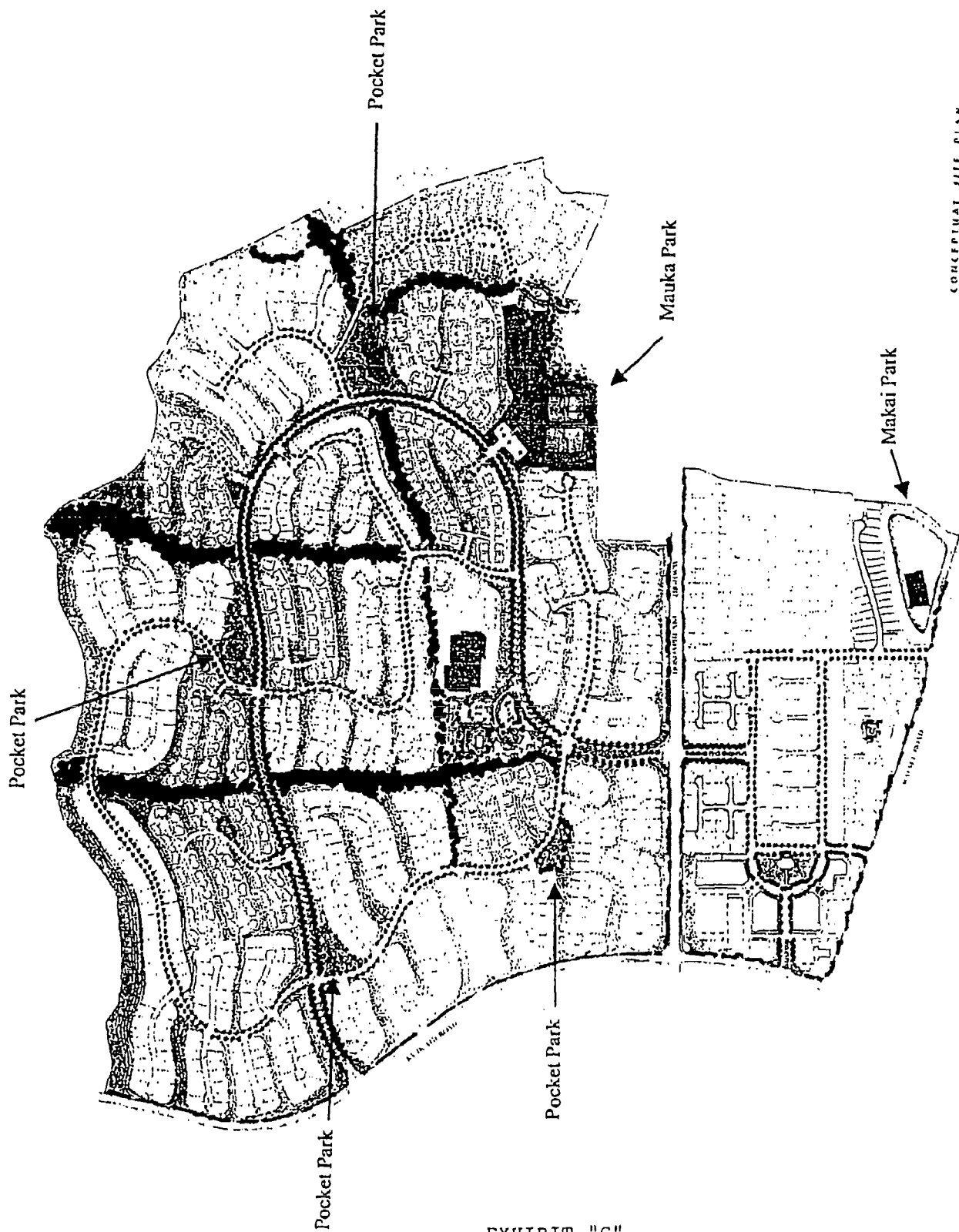
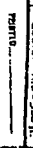
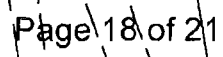


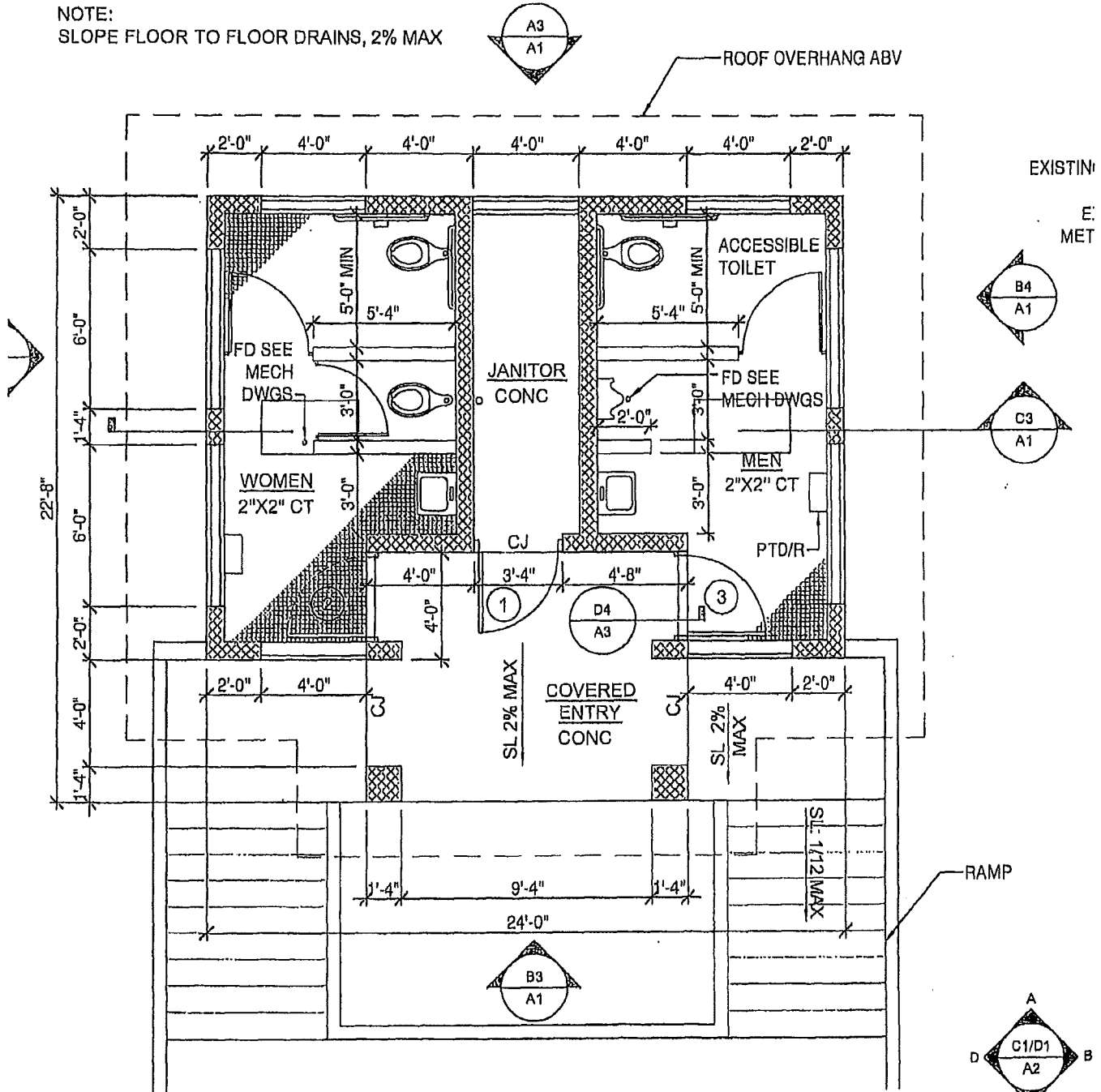
EXHIBIT "C"

MAILURU, MALI





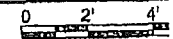
NOTE:
SLOPE FLOOR TO FLOOR DRAINS, 2% MAX



FLOOR PLAN

1/4" = 1'-0"

REF FROM: NA



ALAN M. ARAKAWA
Mayor



GLENN T. CORREA
Director

PATRICK T. MATSUI
Deputy Director

(808) 270-7230

Fax (808) 270-7934

DEPARTMENT OF PARKS & RECREATION

700 Hali'a Nakoa Street Unit 2, Wailuku, Hawaii 96793

RECEIVED
2012 AUG 29 AM 10:30
OFFICE OF THE MAYOR

August 28, 2012

Honorable Alan M. Arakawa
Mayor, County of Maui
200 South High Street
Wailuku, Hawaii 96793

For Transmittal to:

Honorable Mike White, Chair
Economic Development, Agriculture, and
Recreation Committee
Maui County Council
200 South High Street
Wailuku, Hawaii 96793

APPROVED FOR TRANSMITTAL


Mayor Date 08/28/12

Dear Chair White:

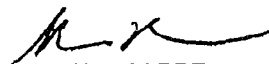
**SUBJECT: APPROVING THE WAILUKU-KAHULUI PROJECT DISTRICT 3 PARK
ASSESSMENT AGREEMENT (EDR-4)**

This letter is in response to your letter dated August 24, 2012, requesting information regarding the Wailuku-Kahului Project District 3 Park Assessment Agreement and the determination by the Department that parking lots and restrooms are not necessary at the Pocket Parks and the Makai Park.

It is the determination of the Department that a parking lot and a restroom would not be necessary at each of the Pocket Parks and the Makai Park, as these sites will primarily be used by the local neighborhood residents. Therefore, restroom facilities for the users would be available nearby. Additionally, due to the relatively small size of the Pocket Parks and the limited buildable area at the Makai Park, construction of a parking lot and a restroom at these sites would be impractical due to size constraints.

Thank you for the opportunity to comment on this matter. Should you have any further questions or require additional information, please feel free to contact me or our Chief of Planning and Development, Robert Halvorson, at Ext. 7387 or robert.halvorson@co.maui.hi.us.

Sincerely,



GLENN T. CORREA
Director of Parks and Recreation

c: Patrick Matsui, Deputy Director
Robert Halvorson, Chief of Planning and Development

GTC:PTM:RH

EXHIBIT " b "

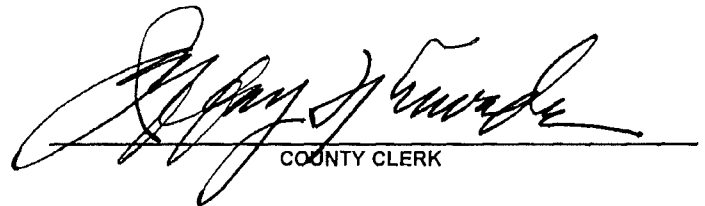
COUNCIL OF THE COUNTY OF MAUI

WAILUKU, HAWAII 96793

CERTIFICATION OF ADOPTION

It is HEREBY CERTIFIED that RESOLUTION NO. 12-92 was adopted by the Council of the County of Maui, State of Hawaii, on the 21st day of September, 2012, by the following vote:

MEMBERS	Dennis A. MATEO Chair	Joseph PONTANILLA Vice-Chair	Gladys C. BAISA	Robert CARROLL	Eleanora COCHRAN	Donald G. COUCH, JR.	G. Riki HOKAMA	Michael P. VICTORINO	Michael B. WHITE
ROLL CALL	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Aye	Excused



COUNTY CLERK