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SENIOR VICE PRESIDENT

MARK ALEXANDER ROY
VICE PRESIDENT

November 22, 2013

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

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. Foodland commenced construction of their store in March 2013. Aloha Gas also started work on their gas station on July 2013.

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 is attached (see **Exhibit "A"**).

Wailuku Project District - Phase III approvals are granted by the County of Maui Department 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 19 of the 27 planned neighborhoods in the Wailuku Project District. Of the approved neighborhoods, 6 are east (makai) of Honoapiilani Highway, and 13 are west (mauka) of the highway. A site map of the Kehalani Master Plan and development summary dated August 21, 2013 are attached for your reference (see **Exhibit "B"**).

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 808 affordable units at Kehalani and within the surrounding Wailuku Community Plan area. Additionally, the Petitioner donated 11 acres of land adjacent to the Piihana 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 July 23, 2013 from the County of Maui, DHHC, and related summary confirms the total housing units built and affordable credits earned through June 30, 2013 is attached for your reference. **See Exhibit "C"**.

- 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 be completed by the end of 2014.

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.

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 substantially 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 at its Wailuku Shaft well situated within the Kehalani lands. The Petitioner will utilize this source for water service to Kehalani and will also work with DWS on additional sources to benefit both Kehalani and the Central Maui water service area.

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 DPWEM 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. The third phase will be completed alongside the future development of Kehalani.

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 is in the final process of developing 14 acres for an elementary school site within the Wailuku Project District 3. The Petitioner is also in final stages of dedicating to the State Department of Education (DOE) 4.585 acres for the expansion of Waihee Elementary School. 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. 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.

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 Park within two (2) years of this agreement. Petitioner is currently designing the parks and expects to start construction on both parks in early 2014. See **Exhibit "D"**. The size of the parks shall meet the requirements approved by the Commission. 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 19 of the 27 planned neighborhoods with 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. Piihana 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. Piihana Project District – Land was conveyed to RCFC Piihana, LLC on July 22, 2013.

The Commission was notified of the conveyance. Refer to **Exhibit "A"**.

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 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.**

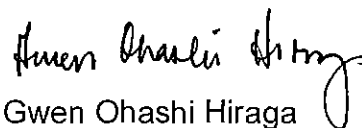
Response: As referenced in the response to Condition 11, the Petitioner conveyed the Kehalani lands west (mauka) of the Highway to RCFC Kehalani, LLC and RCFC Piihana, LLC. The Property is still subject to the terms and conditions set forth in the Commission's Decision and Order.

- 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.

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,



Gwen Ohashi Hiraga
Senior Vice President

GOH:tn

Enclosures

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

EXHIBIT A.

KEHALANI HOLDINGS COMPANY, INC.

1100 Alakea Street, 27th Floor
Honolulu, HI 96813
Phone: (808) 537-5220
Fax: (808) 537-1801

February 12, 2013

To: Daniel Orodener, Executive Officer
Land Use Commission
P.O. Box 2359
Honolulu, HI 96804-2359

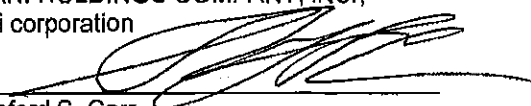
Re: Kehalani/Piihana Master Planned Development Project, Wailuku Project District 3 and
Wailuku Project District 2, Island and County of Maui, State of Hawaii

Please take notice that on January 22, 2013, Kehalani Mauka LLC and Kehalani Holdings Company, Inc. (collectively, "Former Owners"), transferred all of Former Owners' real property in the Kehalani/Piihana Master Planned Development Project, including Wailuku Project District 3 ("Kehalani") and Wailuku Project District 2 ("Piihana"), to the following new owners: RCFC Kehalani, LLC, with respect to the Kehalani property and RCFC Piihana, LLC, with respect to the Piihana property. Please direct all contacts and communications in connection with the foregoing project and properties to the new owners as follows:

RCFC Kehalani, LLC
RCFC Piihana, LLC
c/o PCCP, LLC
555 California Street, Suite 3450
San Francisco, CA 94104
Attention: Mason Ross
Email - mross@pccpllc.com
Direct - 415.732.7492
Fax - 415.732.7547

If you have any questions concerning this, please do not hesitate to contact the undersigned.

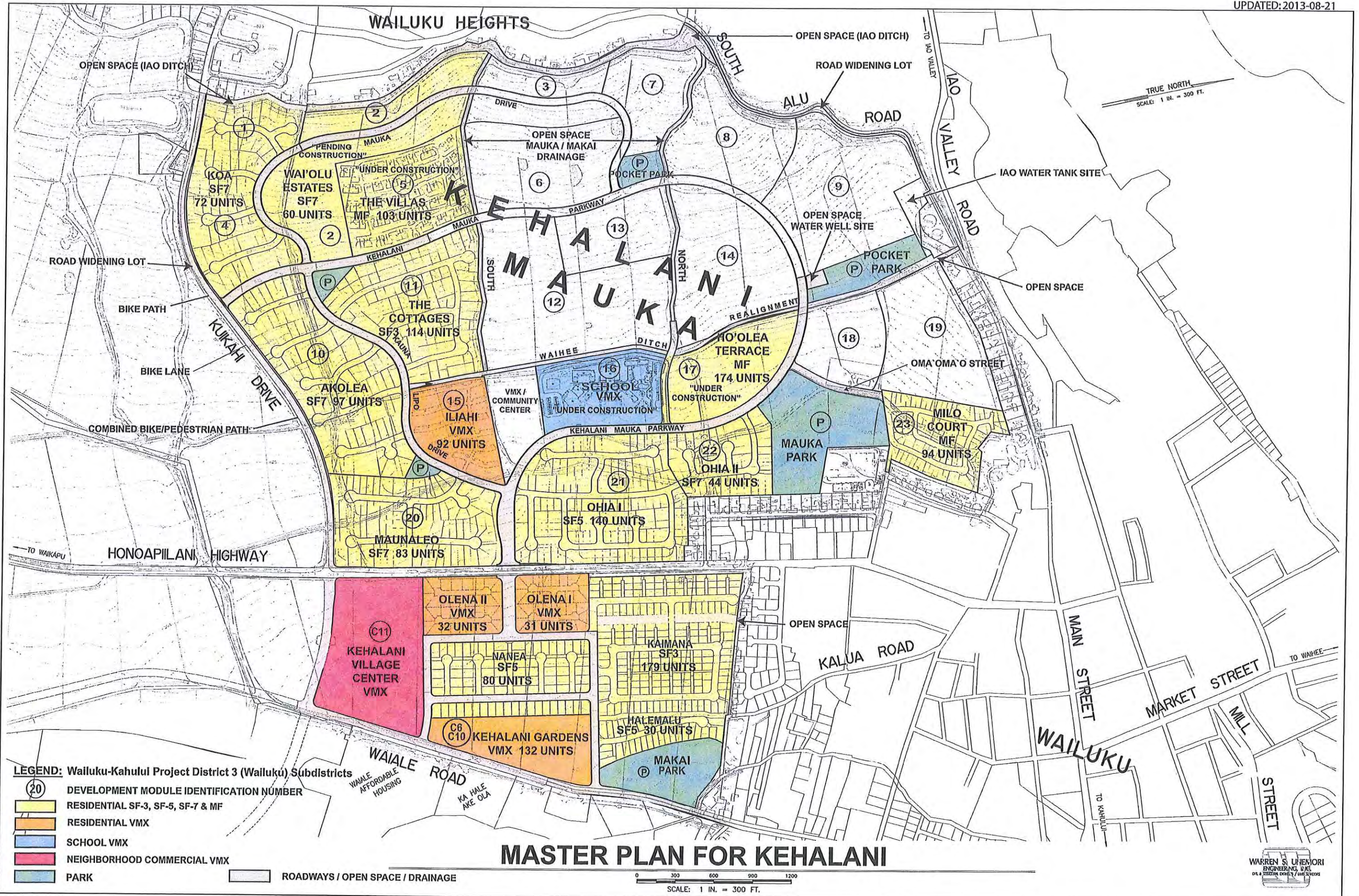
KEHALANI HOLDINGS COMPANY, INC.,
a Hawaii corporation

By: 
Stanford S. Carr,
President

KEHALANI MAUKA LLC,
a Hawaii limited liability company

By: 

EXHIBIT B.



WAILUKU HEIGHTS

OPEN SPACE (IAO DITCH)

OPEN SPACE (IAO DITCH)

ROAD WIDENING LOT

KOA SF7
72 UNITS

WAI'OLU ESTATES SF7
60 UNITS

THE VILLAS MF
103 UNITS

OPEN SPACE MAUKA / MAKAI DRAINAGE

POCKET PARK

ROAD

IAO VALLEY ROAD

IAO WATER TANK SITE

TRUE NORTH
SCALE: 1 IN. = 300 FT.

ROAD WIDENING LOT

BIKE PATH

BIKE LANE

KUKAHI DRIVE

AKOLEA SF7
97 UNITS

ILIAHI VMX
92 UNITS

SCHOOL VMX
"UNDER CONSTRUCTION"

HO'OLEA TERRACE MF
174 UNITS
"UNDER CONSTRUCTION"

OPEN SPACE WATER WELL SITE

POCKET PARK

OPEN SPACE

COMBINED BIKE/PEDESTRIAN PATH

HONOAPILANI HIGHWAY

MAUNALEO SF7
83 UNITS

OHIA I SF5
140 UNITS

OHIA II SF7
44 UNITS

MAUKA PARK

MILO COURT MF
94 UNITS

OMA'OMA'O STREET

OLENA II VMX
32 UNITS

OLENA I VMX
31 UNITS

NANEA SF5
80 UNITS

KAIMANA SF3
179 UNITS

OPEN SPACE

KALUA ROAD

MAIN STREET

MARKET STREET

MILL STREET

KEHALANI VILLAGE CENTER VMX

KEHALANI GARDENS VMX
132 UNITS

HALEMALU SF5
30 UNITS

MAKAI PARK

WAIALE ROAD

KA HALE AKE OLA

WAILUKU

STREET

MASTER PLAN FOR KEHALANI

Scale: 1 IN. = 300 FT.

KEHALANI DEVELOPMENT SUMMARY
Wailuku-Kahului Project District 3 (Wailuku)
8/21/2013

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								
C-5 (Halemalu)	30	5.33	5.63								4.20							
C-7 (Nanea)	80	17.19	4.65															
C-3 (Olana I)	31	5.97	5.19								4.82							
C-2 (Olana II)	32	6.86	4.66								4.99							
C-6/10 (Kehalani Gardens)	132	11.10	11.89								11.10							
C-1/11 (Kehalani Village Center)		20.15									19.54							
Makai Park		7.52												7.52				
Total Makai	484	107	5	20	21	0	0	40	19	17	0	0	36	8	18	6	24	
Mauka																		
21 (Ohia I)	140	28.11	4.98															
20 (Maunaleo)	83	20.48	4.05								22.15							
1 & 4 (Koa)	72	24.98	2.88															
15 (Iliahi)	92	9.80	9.39															
22 (Ohia II)	44	10.01	4.40															
10 (Akolea)	97	27.84	3.48															
11 (Cottages)	114	22.86	4.99															
5 (Villas)	103	16.08	6.41															
23 (Milo Court)	94	11.14	8.44															
2 (Wai'olu Estates)	60	24.93	2.41															
17 (Hoolea)	174	12.25	14.20															
Mauka Park		13.12																
VMX / Community Center		4.65																
VMX / School		14.10																
North-South Pedestrian Bikeway (aka Waihee Ditch)		3.11																
Mauka - Makai Drainage/Open Space Corridor (North)		1.48																
Mauka - Makai Drainage/Open Space Corridor (South)		1.46																
Road Widening Lots (Alu Rd, Kuikahi Dr.)		2.16																
Open Space / Iao Tank Site Lot (T-1)		2.05																
Kehalani Mauka Parkway (Completed)		6.78																
Oma'oma'o Street		1.06																
Kauna Lipo Drive (aka South Collector)		3.46																
Total Mauka	1073	262	4	0	10	14	5	29	19	22	86	39	166	15	43	9	53	
TOTAL MAKAI AND MAUKA	1557	369	4	20	31	14	5	69	38	39	86	39	202	22	61	15	76	
FUTURE DEVELOPMENTS																		
19 (SF)	117	16.76	6.98															
18 (SF)	64	9.01	7.10															
3 (SF)	27	9.03	2.99															
12 (SF)	168	28.75	5.84															
13 (MF)	71	10.11	7.02															
6 (MF)	100	16.79	5.96															
7 (SFD)	25	8.41	2.97															
8 (MF)	85	14.21	5.98															
14 (SF)	88	20.11	4.38															
9 (SF)	98	22.60	4.34															
Pocket Parks		6.75	0.00															
Open Space / Water Well Site		0.28	0.00															
Open Space / Iao Ditch		4.85	0.00															
Kehalani Mauka Parkway (Uncompleted)		6.85	0.00															
Mauka Drive		2.62	0.00															
Total Future Developments	843	177	5	0	0	0	0	0	0	0	0	0	141	7	9	19	29	
Total Kehalani	2400	546	4	20	31	14	5	69	38	39	86	39	343	29	70	35	105	
PD Ordinance		549		22	34	10	5	71					364	20			94	
Balance		-3		-2	-3	4	0	-2					-21	9			11	

EXHIBIT C.



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

July 23, 2013

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

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 June 30, 2013, the Project has earned 808 affordable housing credits through the sale of units at affordable prices on an overall basis. Upon completion of Phase II of the Project, and assuming sales at price ranges previously represented to the County, a total of 526 affordable housing credits will be required, leaving a surplus of 283 credits for use in future phases of the Project. This total is reflected in the attached Exhibit 1 (Kehalani Affordable Housing Summary as of 6-30-13).

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.

However, it is noted that for over 12 years the project has failed to comply with the requirement that 5% of the total units built be sold at prices affordable to families within the 51% - 65% income group. As of June 30, 2013, the project has a deficit of 12 units within this income group. The project shall satisfy the requirement of the 51% - 65% income group prior to December 31, 2013. In the future, each individual module with Kehalani will need to satisfy the affordable housing requirement for the 51% - 65% income group upon the earlier of subdivision approval or building permit approval.

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

Sincerely,

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

Attachment

EXHIBIT D.

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.

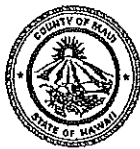
7. **Petitioner shall provide its pro rata share for school facilities as may be required by and to the satisfaction of the State Department of Education.**

Response: Petitioner is in the final process of developing 14 acres for an elementary school site within the Wailuku Project District 3. The Petitioner is also in final stages of dedicating to the State Department of Education (DOE) 4.585 acres for the expansion of Waihee Elementary School. 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. 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.

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 Park within two (2) years of this agreement. Petitioner is currently designing the parks and expects to start construction on both parks in early 2014. See **Exhibit "D"**. The size of the parks shall meet the requirements approved by the Commission. To date, the County of Maui has not required pro rata payments for police and fire services.

JEFFREY T. KUWADA
County Clerk



LANCE TAGUCHI
Deputy County Clerk

OFFICE OF THE COUNTY CLERK

COUNTY OF MAUI
200 SOUTH HIGH STREET
WAILUKU, MAUI, HAWAII 96793
www.mauicounty.gov/county/clerk

October 10, 2012

Mr. Stanford S. Carr
Kehalani Holdings Company, Inc.
Kehalani Mauka LLC
1100 Alakea Street, 27th Floor
Honolulu, Hawaii 96813

Dear Mr. Carr:

Transmitted herewith is a copy of Resolution No. 12-92, which was adopted by the Council of the County of Maui, State of Hawaii, on September 21, 2012.

Very truly yours,

A handwritten signature in black ink, appearing to read "Jeffrey T. Kuwada", is written over a circular embossed seal. The signature is fluid and cursive.

JEFFREY T. KUWADA
County Clerk

/jym

Enclosure

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.

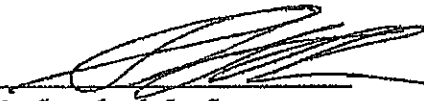
5. This Agreement shall, upon approval of the same by the County Council and execution by the County, be binding upon the parties notwithstanding the subsequent enactment by the County of a law of general application which conflicts with this agreement.

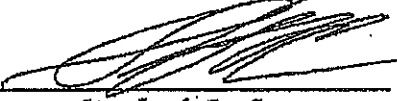
6. This Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, personal representatives, successors, and assigns, as the case may be.

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:

22



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 11 21

<u>LAND COURT SYSTEM</u>	<u>REGULAR SYSTEM</u>
AFTER RECORDATION, RETURN BY:	MAIL () PICK-UP ()
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:

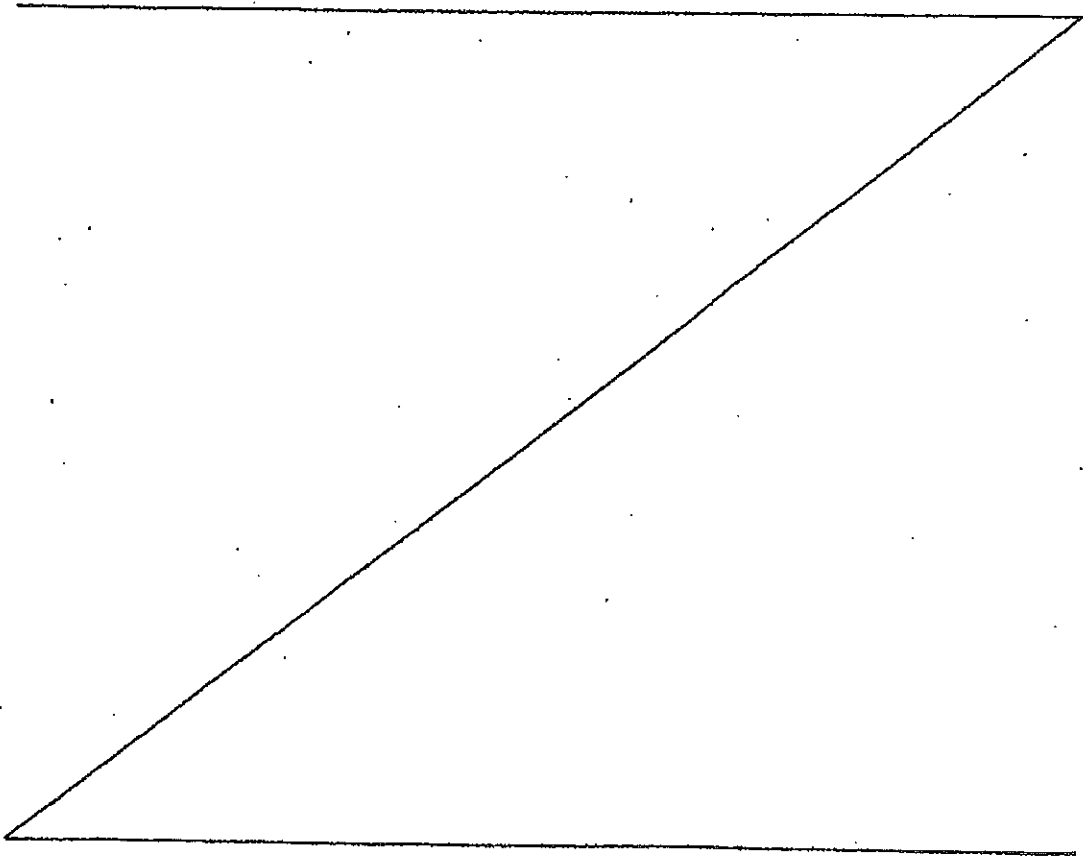
Declarant hereby makes the following declaration:

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.



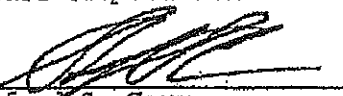
IN WITNESS WHEREOF, the undersigned has executed this Agreement on the day and year first above written.

KEHALANI MAUKA LLC,
a Hawaii limited liability company


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

By 
Stanford S. Carr
Its Manager

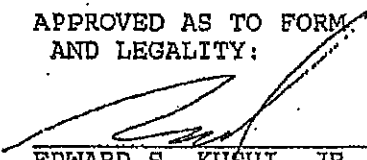
HAWAII LAND & FARMING COMPANY, INC.,
a Delaware corporation

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\SPR PARKS Agreements\kehalani park assessment agreement.mps

STATE OF HAWAII
Maui)
md CITY AND COUNTY OF HONOLULU) 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 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.

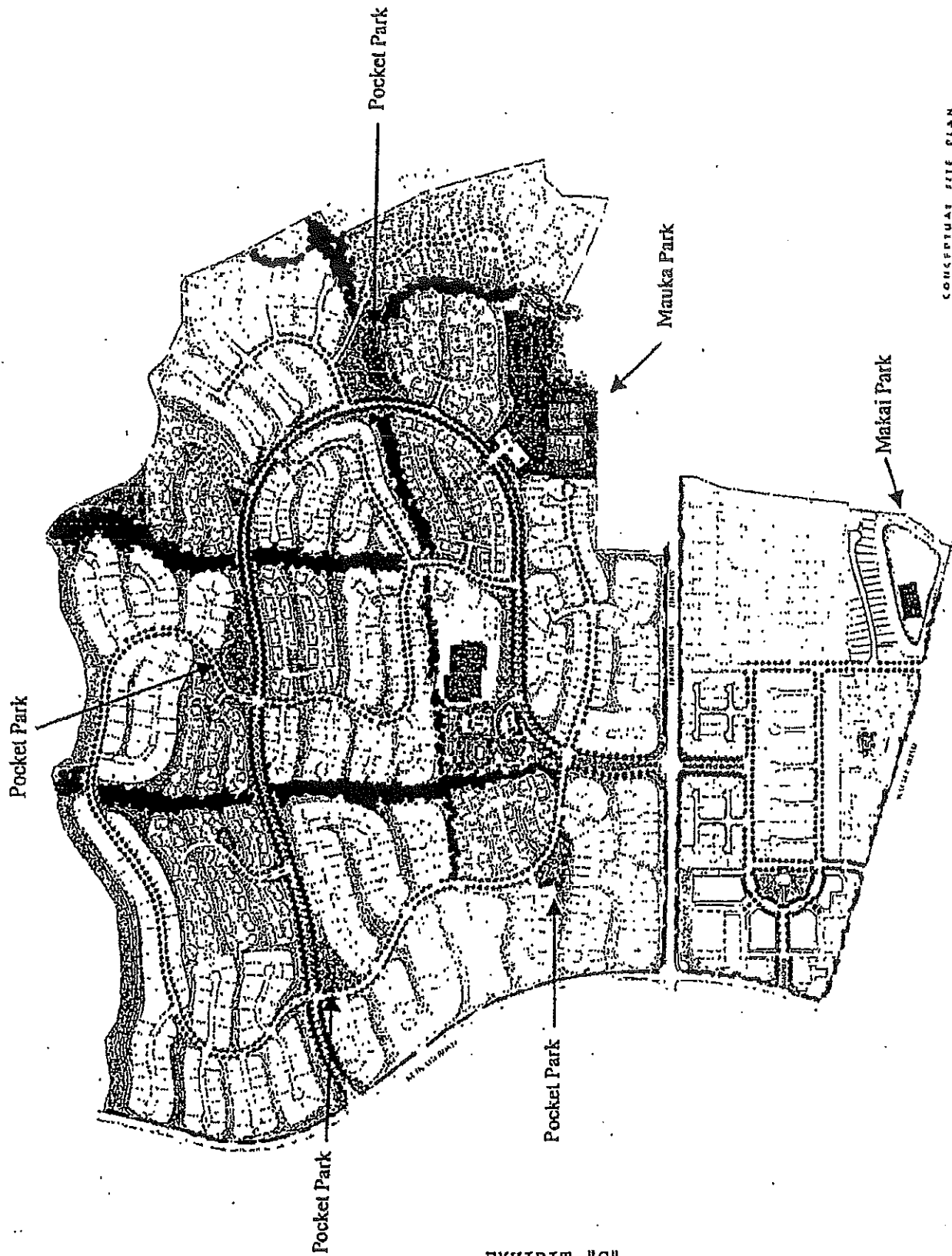
4. Pocket Parks. A number of other smaller passive parks ("Pocket Parks") are located throughout the Kehalani community, as depicted in Exhibit "C". The Pocket Parks shall be improved in accordance with the County's subdivision park assessment ordinances in effect at that time and shall not have any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

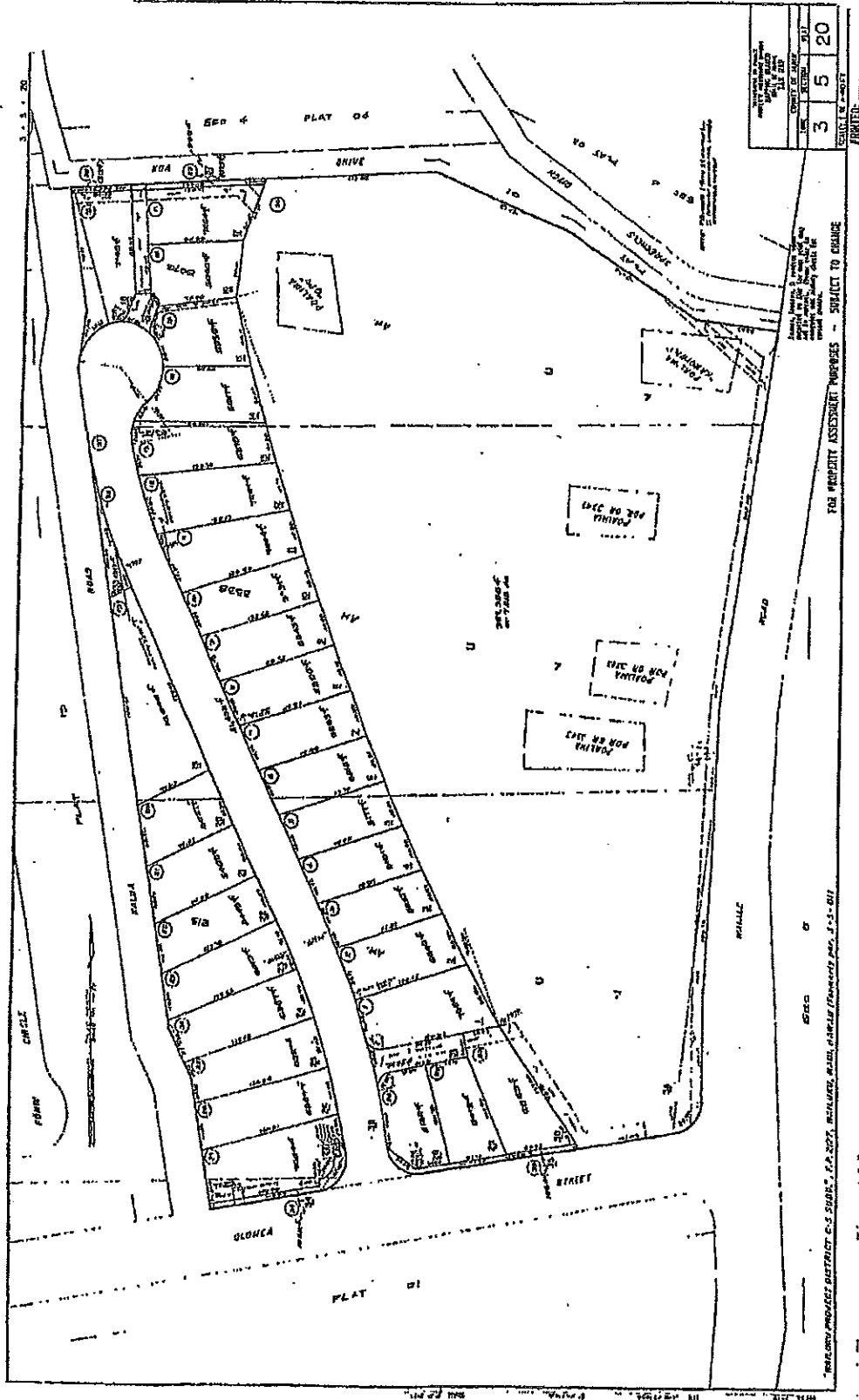
6. No Liability of County Prior to Dedication. During any period prior to the acceptance of dedication of the Makai Park and/or the Mauka Park by resolution of the Council of the County of Maui, the County of Maui shall have no liability for any losses or claims arising out of acts or occurrences thereon, 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"



CONCEPTUAL SITE PLAN
KEHALANI
FOR INTERNATIONAL
MELANAH, WAJIBAH & DARAHINI
www.kehalani.com

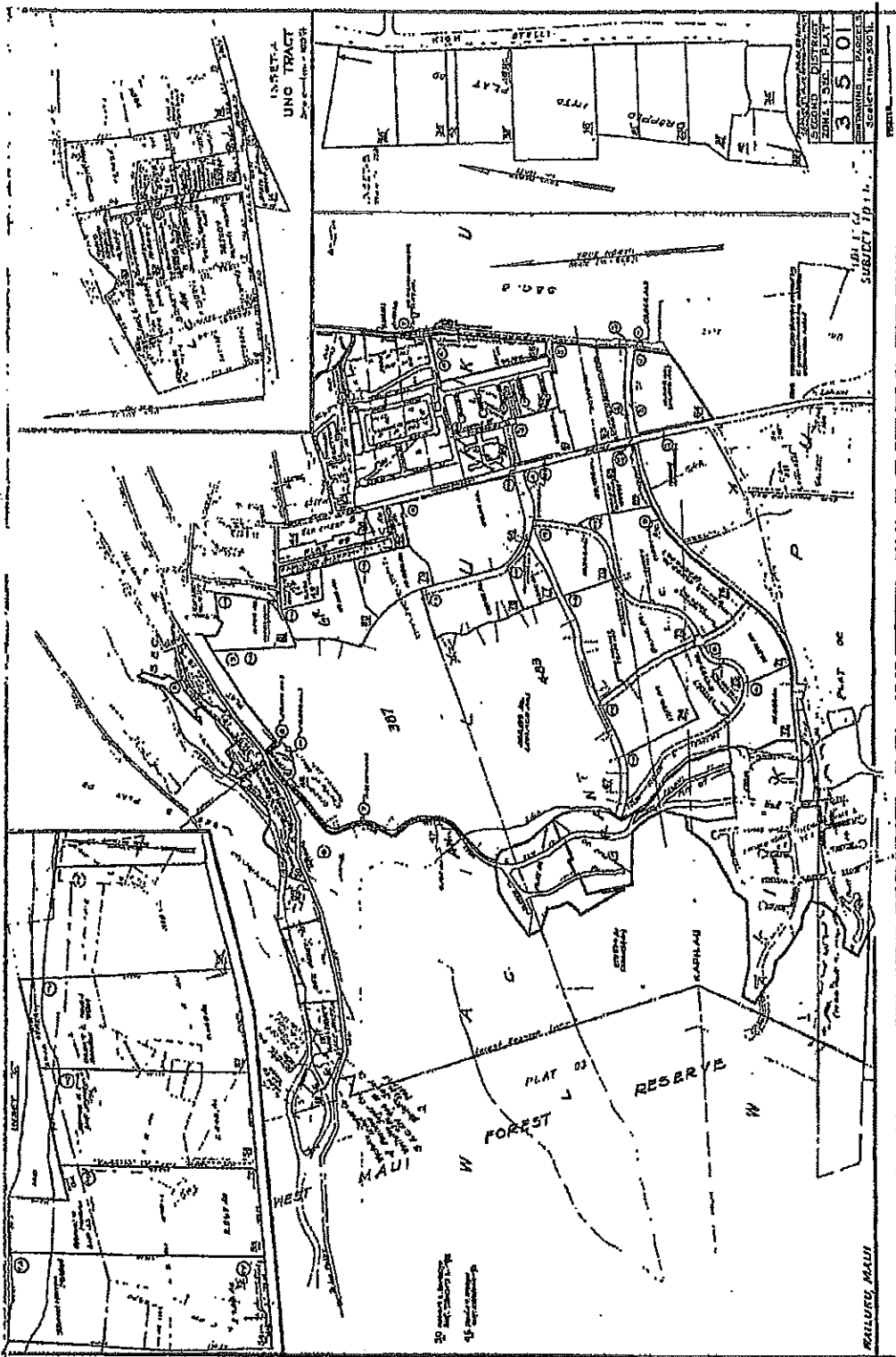
EXHIBIT "C"



DATE OF RECORD	3	5	20
DATE OF SALE			
DATE OF DEED			
DATE OF PLAN			

FOR PROPERTY ASSESSMENT PURPOSES - SUBJECT TO CHANGE

456



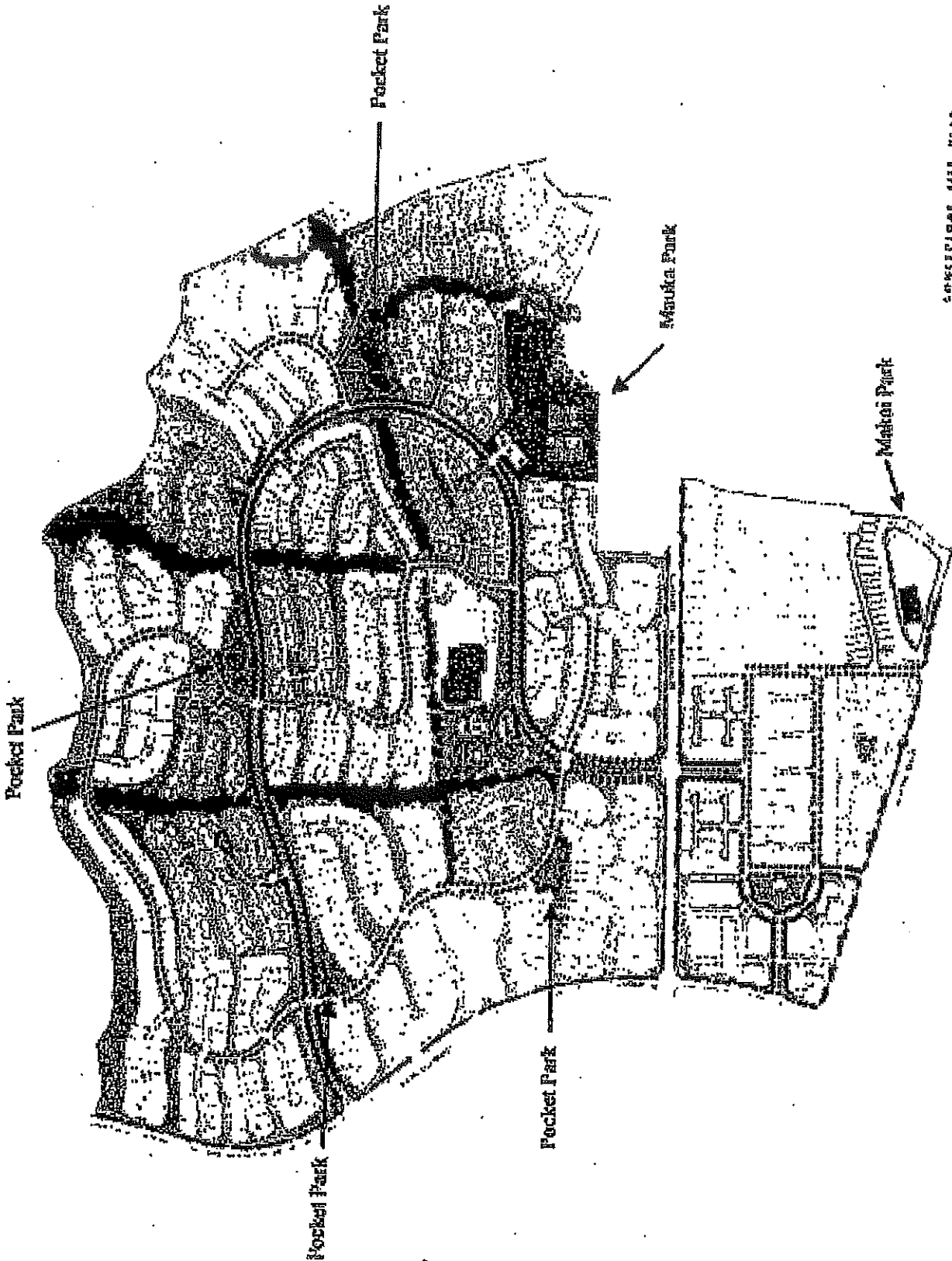
INSET-A
UNC TRACT

3501
SECOND DISTRICT
SUBJECT SEE PLAT
SCALE 1/2\"/>

SUBJECT: P.P. 11.

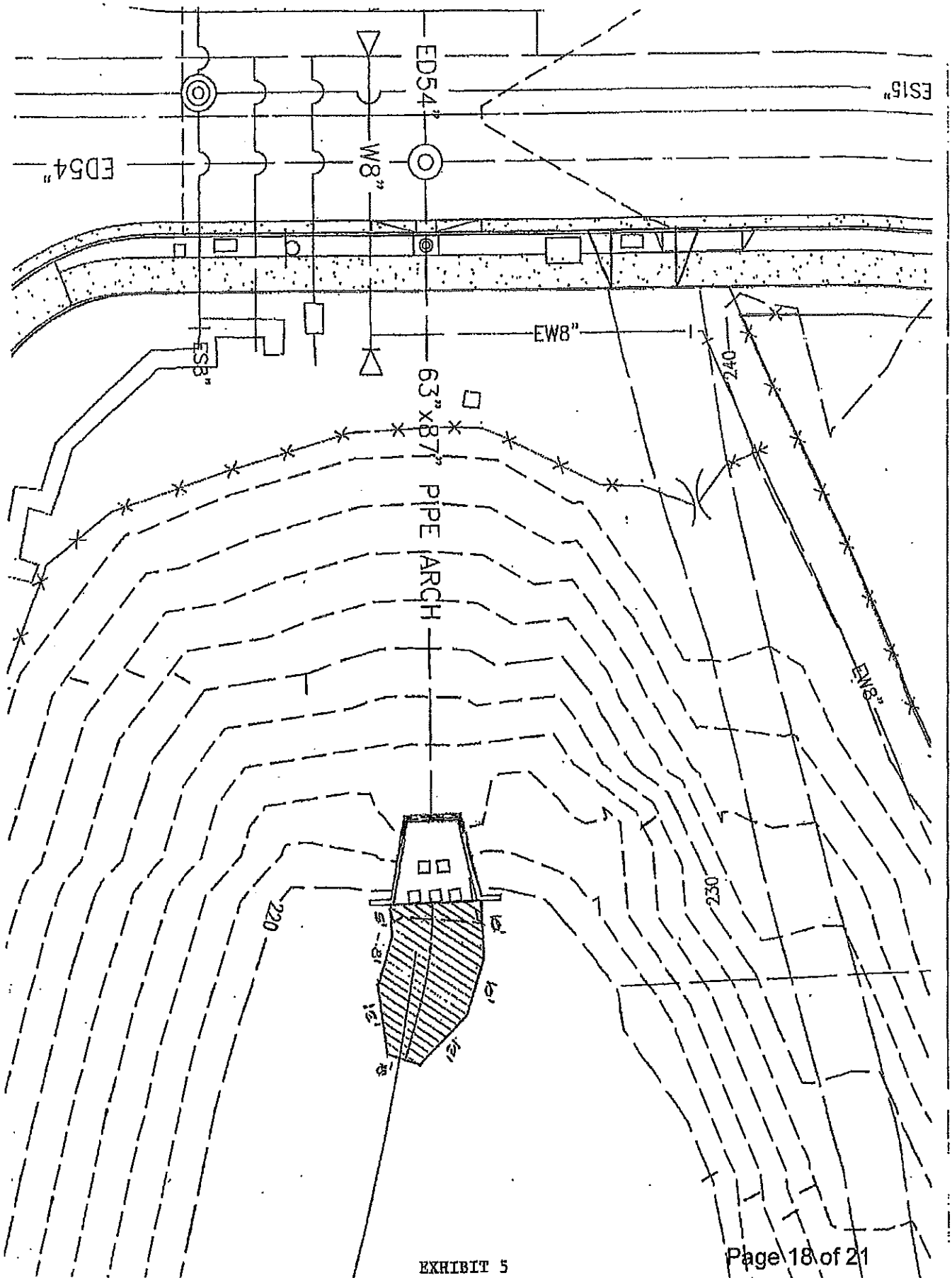
PLAT 02
FOREST RESERVE

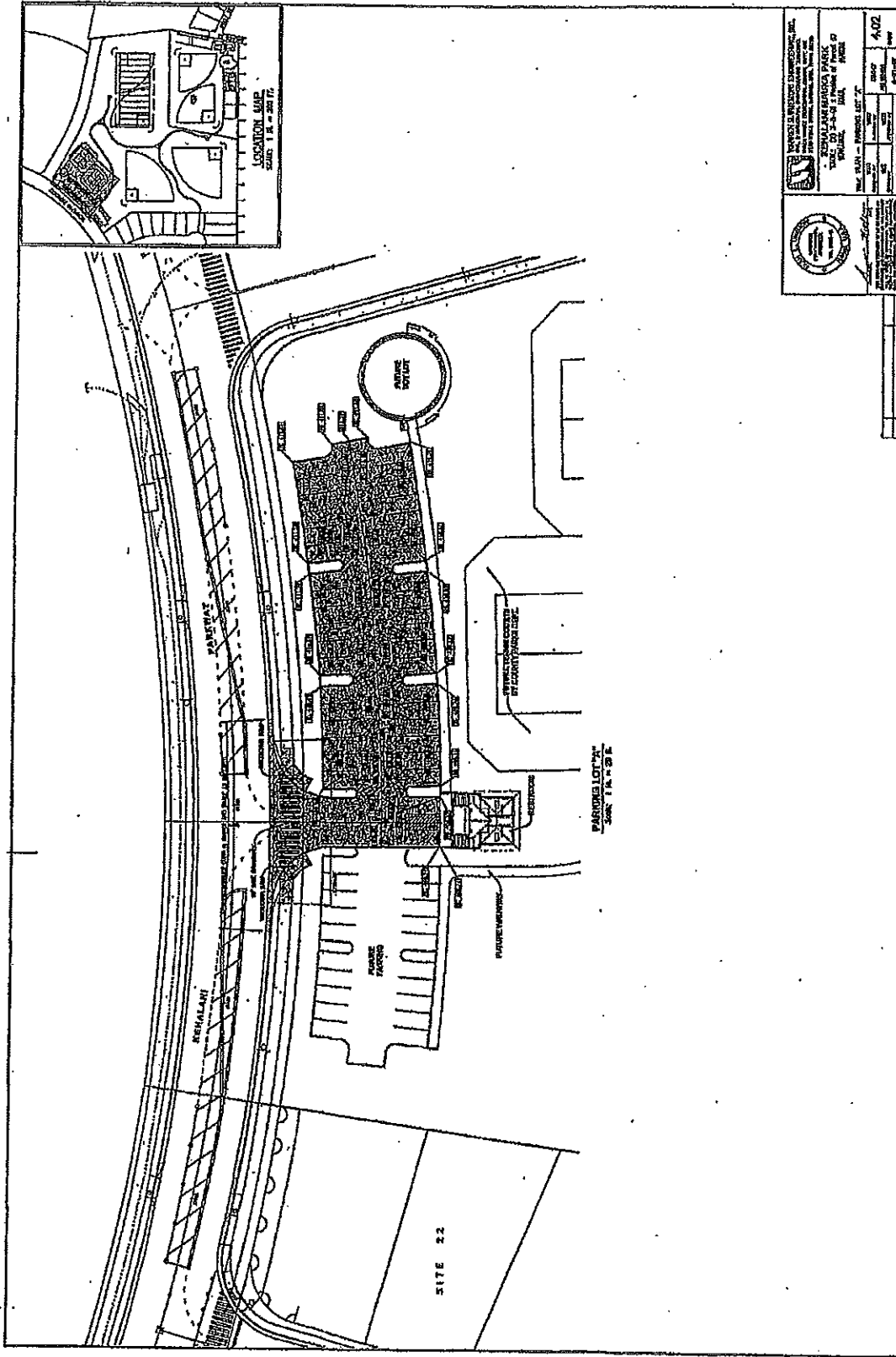
EXHIBIT 3



LANDSCAPE ARCHITECT
REHANI
FOR ENVIRONMENTAL
DESIGN & PLANNING

EXHIBIT 4





PROFESSIONAL ENGINEER
 STATE OF ARIZONA
 LICENSE NO. 10120
 JOHN J. HARRIS

ARCHITECT
 STATE OF ARIZONA
 LICENSE NO. 10120
 JOHN J. HARRIS

DATE: 11/11/11

PROJECT: REHABILITATION WORK

SHEET NO.: 11-02

TITLE: SITE PLAN - PARKING LOT #2

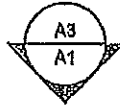
SCALE: AS SHOWN

DATE: 11/11/11

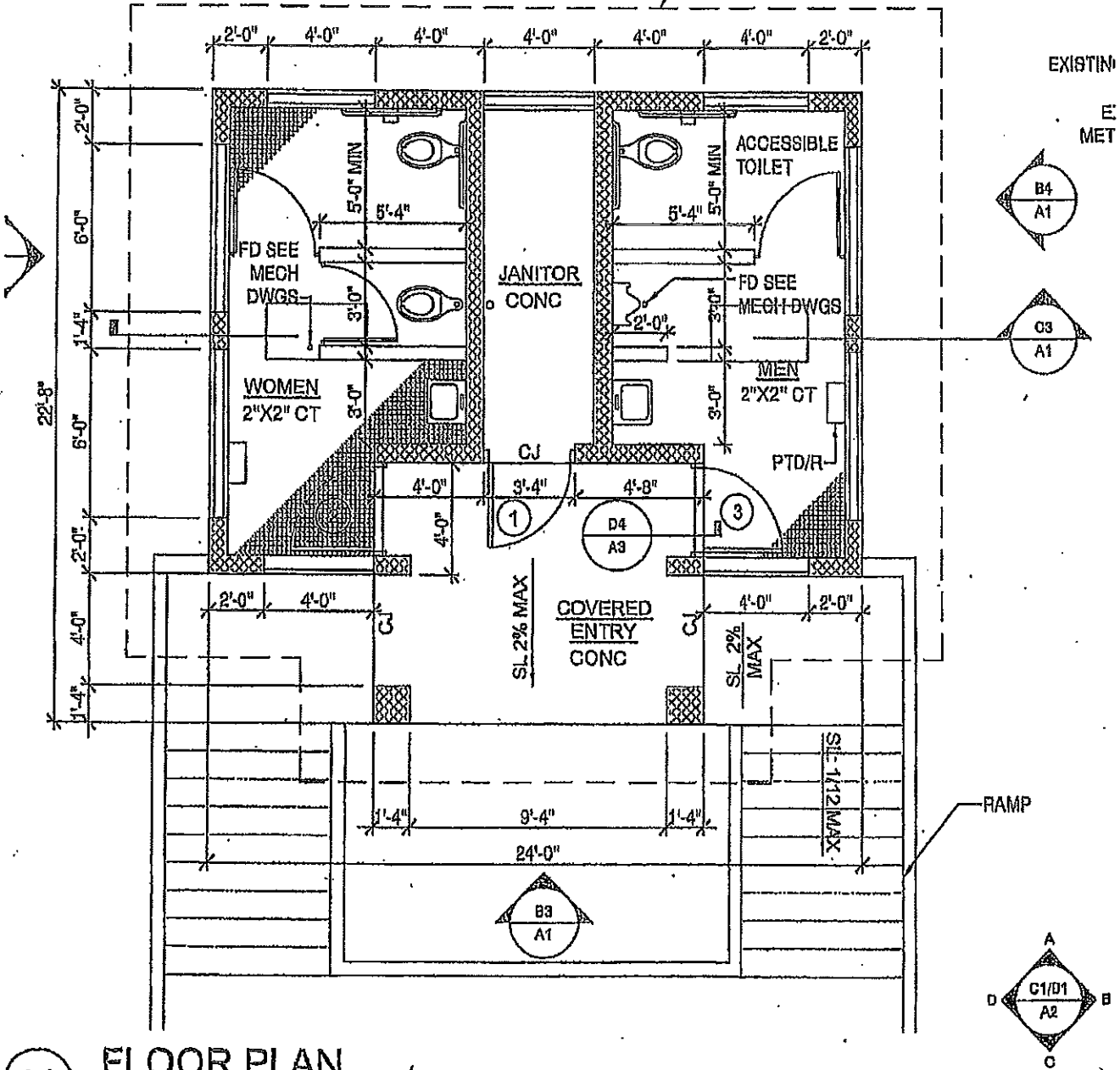
BY: J.J.H.

CHECKED BY: J.J.H.

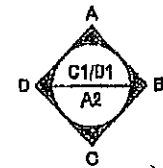
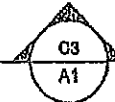
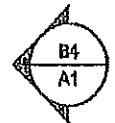
NOTE:
SLOPE FLOOR TO FLOOR DRAINS, 2% MAX



ROOF OVERHANG ABV



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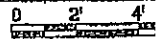


A1

FLOOR PLAN

1/4" = 1'-0"

REF FROM: NA



ALAN M. ARAKAWA
Mayor



GLENN T. CORREA
Director

PATRICK T. MATSUI
Deputy Director

RECEIVED

2012 AUG 29 AM 10:30

(808) 270-7230

Fax (808) 270-7934

DEPARTMENT OF PARKS & RECREATION
OFFICE OF THE MAYOR

700 Hall'a Nako'a Street Unit 2, Wailuku, Hawaii 96793

August 28, 2012

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

12 SEP -4 P2:42
GFT
COUNTY OF MAUI

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

Alan Arakawa 08/28/12
Mayor Date

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

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

GTC:PTM:RH

EXHIBIT " b "

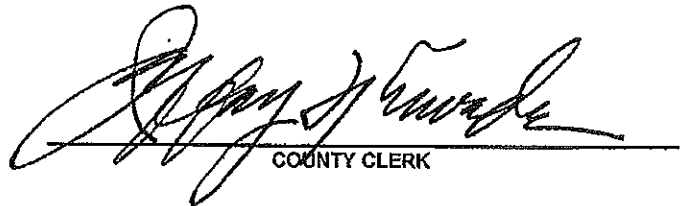
COUNCIL OF THE COUNTY OF MAUI

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