



July 7, 2020

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

Dear Mr. Orodener:

2020 Annual Report
Docket No. A06-771
Ho'opili

D.R. Horton Hawaii LLC (fka D.R. Horton – Schuler Homes, LLC) (“Petition/Owner”) submits this eighth annual progress report to the Land Use Commission (“LUC” or the “Commission”) and the City Department of Planning and Permitting (“DPP”) pursuant to Condition 23 of the June 21, 2012 LUC order in Docket No. A06-771.

The subject of this annual report is the petition area currently identified as the “Ho’opili” project and is comprised of 1,525.516 acres located at Ewa, Island of Oahu, Tax Map Key Nos. 9-1-017:137, 9-1-017:138, 9-1-017:140, 9-1-017:141, 9-1-017:143, 9-1-017:144, 9-1-017:146, 9-1-017:151, 9-1-017:152, 9-1-017:153, 9-1-018:009, 9-1-018:016, 9-1-018:017, 9-1-018:018, 9-1-172, 9-1-174, 9-1-176, and 9-1-177 (hereinafter referred to collectively as the “Property”). The Honolulu City Council unanimously approved the bill to rezone the Property on May 6, 2015 and was signed into law by Mayor Kirk Caldwell on May 20, 2015.

LUC Reclassification (Docket No. A04-753)

Pursuant to the Findings of Fact, Conclusions of Law, and Decision and Order dated June 21, 2012 (the “D&O”), the Property was reclassified by the LUC from the Agricultural District into the Urban District for development.

Status of Compliance with Conditions

The conditions to reclassification are reproduced boldface followed by a description of the progress being made to comply with them.

1. Agriculture and Phasing of Development. Petitioner shall hold or cause the phasing of development of the petitioned lands in a manner that will allow farmers unimpeded access to and use of agricultural lands not yet needed for development and

continue the supply of sufficient irrigation water to meet crop production requirements. Petitioner shall inform the affected farmers that the phasing of development and the subsequent incremental termination of farming activities may be accelerated or decelerated, depending on market demand. Petitioner's annual report shall include an updated development timetable with maps of the phasing plan as relevant to the incremental termination of farming activities, copies of any notification sent to farmers regarding the phasing of development, and information on acreage farmed and the names of farms.

Petitioner/Owner (hereinafter "P/O") has prepared an updated phasing plan for the Property related to its subdivision plans. The current subdivision phasing plan, dated May 9, 2019, is attached as Exhibit 1. P/O continues to meet with all the Ho'opili farming tenants on a regular basis and keeps them apprised of any and all future construction plans. Current farming tenants and acreage breakdown are as follows:

- (1) Aloun Farms, Inc. – 513.8 acres
- (2) Larry Jefts – 173.873 acres
- (3) Ho Farms, LLC – 18.18 acres
- (4) FLF Farm LLC (via assignment from Fat Law's Farm, Inc.) – 56.3 acres
- (5) SJ Farms, Inc. – 150.4 acres
- (6) Island Green Produce, Inc. – 50.04 acres

2. Ho'opili Urban Agriculture Initiative. Petitioner shall cause the full and complete development of no less than 251 acres of Urban Agriculture and establish the management entity responsible for compliance with Ho'opili Sustainability Plan for the areas identified as Urban Agriculture prior to Ho'opili's full build-out. The distribution of acreage for the Urban Agriculture component shall not be less than 159 acres of Civic (commercial) Farms, 8 acres of Community Gardens, and 84 acres of Steward Farms (home gardens). The uses and activities of the Civic Farms shall be restricted to agricultural production and uses and activities directly accessory to agricultural production. This restriction shall run with the land. With respect to the 84 acres of Steward Farms, the Petitioner shall offer homeowners a professionally designed edible landscape plan to be installed in their respective lots upon the purchase of their home from the Petitioner that includes adequate irrigation. In addition, the Petitioner shall include explicit reference to the purpose and intent of Steward Farms in all promotional and sales material. Petitioner shall obtain the approval from the State Department of Agriculture ("DOA") for the location of the Civic Farms prior to the submittal of a subdivision application. Petitioner's annual report shall include a status of the progress in establishing the Civic Farms; a copy of the DOA approved map of the location of the Civic Farms; a copy of the paperwork establishing the management entity for the Civic Farms; and a copy of the draft edible landscaping package for the Steward Farms (home gardens).

a. Civic Farms. Petitioner will ensure that 159 acres of Civic Farms will meet the DOA's standard that it "can be practicably used for an economically successful commercial farming operation." If it is determined that certain areas identified are not

feasible, the Petitioner shall locate other lands to replace those lands determined to not meet the DOA's criteria set forth above and ensure that no less than 159 acres are set aside for Civic Farms.

As reported in the first (2013) annual report, P/O has satisfied Condition 2.a. Currently, of the approximately 200 acres set aside for Civic Farms, 74.48 acres are under lease with Ho Farm (18.18 acres) and FLF Farm LLC (via assignment from Fat Law's Farm, Inc.) (56.3 acres).

b. Steward Farms. Petitioner shall establish the Steward Lot program, design the gardens, and set up agriculture friendly covenants; but consistent with current practice, the individual homeowners shall be responsible for the cost of installation and ongoing care.

As reported in the 2017 annual report, P/O initiated the Steward Farms program, now called the Ho'opili Urban Gardens ("HUG") program featuring edible landscaping throughout the single-family lots. As reported in the 2018 annual report, each single family lot has a designed landscape plan that includes a variety of fruit trees, fruiting shrubs, vegetables and herbs. The HUG program continues to expand with the addition of Ho'oulu, Āulu, and Ōlena at Ho'opili on approximately nineteen (19) acres bringing the program total to approximately sixty-six (66) acres.

P/O will continue to comply with this condition in subsequent phases of development and expand the HUG program at Ho'opili.

3. Compliance with HRS § 205-3.5, Relating to Agriculture Uses on Adjacent Agricultural Land. For all land in the Petition Area or any portion thereof that is adjacent to land in the State Land Use Agricultural District, Petitioner shall comply with the following:

a. Petitioner and its successors and assigns shall not take any action that would interfere with or restrain farming operations conducted in a manner consistent with generally accepted agricultural and management practices on adjacent or contiguous lands in the State Land Use Agricultural District. For the purpose of these conditions, "farming operations" shall have the same meaning as provided in HRS § 165-2; and

b. Petitioner shall notify all prospective developers or purchasers of land or interest in the Petition Area, and provide or require subsequent notice to lessees or tenants of the land, that farming operations and practices on adjacent or contiguous land in the State Land Use Agricultural District are protected under HRS Chapter 165, the Hawaii Right to Farm Act. The notice shall disclose to all prospective buyers, tenants, or lessees of the Petition Area that potential nuisances from noise, odors, dust, fumes, spray, smoke, or vibration may result from agricultural uses on adjacent lands. The notice shall be included in any disclosure required for the sale or transfer of real property or any interest in real property.

P/O continues to comply with this condition by disclosing at each sale or transfer of real property or any interest in real property the existing agricultural operations on the adjacent Ho'opili lands and surrounding properties.

4. Affordable Housing. Petitioner shall provide affordable housing opportunities for residents in the State of Hawaii in accordance with applicable affordable housing requirements of the City and County of Honolulu ("City"). The location and distribution of the affordable housing or other provisions for affordable housing shall be under such terms as may be mutually agreeable between the Petitioner and the City.

As reported in the 2017 annual report, P/O entered into an Affordable Housing Plan Agreement with the City and County of Honolulu dated May 9, 2016 and continues to provide affordable housing opportunities in accordance with this plan, a copy of which is attached as Exhibit 2. P/O regularly provides reports to the Department of Planning & Permitting to ensure compliance with the Agreement. A copy of the latest report to DPP is attached as Exhibit 3.

5. Public School Facilities. Petitioner shall contribute to the development, funding for and construction of school facilities, on a fair-share basis, as determined by, and to the satisfaction of, the State of Hawaii Department of Education ("DOE"). Terms of any contribution shall be agreed upon in writing by the Petitioner and the education agency.

P/O has entered into an Educational Contribution Agreement with the Department of Education dated November 5, 2009, which sets forth cash and land contributions for educational facilities at Hoopili. P/O will comply with the terms of the Agreement. A copy of this Agreement was attached as an exhibit in the 2013 annual report.

6. Water Resources. Petitioner shall provide potable and non-potable water source, storage, and transmission facilities and improvements to accommodate development of the Petition Area, to the satisfaction of the City Board of Water Supply ("BWS") and other appropriate State and County agencies. The Project shall use non-potable water for irrigation of the Project's greenbelts, parks and roadway medians if a suitable supply is available.

As reported in the 2016 annual report, the Ho'opili Water Master Plan for off-site and on-site improvements were approved by the BWS, dated October 1, 2015 and August 19, 2015, respectively. The contract for the construction on the potable water system for the BWS 440-ft system was awarded to Nan, Inc. in late 2017 and construction has commenced. Completion of the offsite potable water system is anticipated to occur by September 2020.

7. Water Conservation Measures. Petitioner shall implement water conservation measures and Best Management Practices, such as use of endemic, indigenous and drought-tolerant plants and turf, and incorporate such measures into the Petition Area's site design and landscaping.

P/O's landscape designs and plans emphasize the use of endemic, indigenous and drought-tolerant planting within the confines of low maintenance and use of plants with color and edible fruit.

8. Wastewater. Petitioner shall develop a wastewater collection and transmission system and other sewer improvements in the Petition Area and offsite, as required by the State Department of Health ("DOH") and the City and County of Honolulu.

As reported in the 2016 annual report, the Ho'opili Wastewater or Sewerage Master Plan, dated September 9, 2015 was approved by the Wastewater Branch of DPP by its letter dated November 13, 2015. Implementation of the on-site Sewerage Master Plan is ongoing with each phase of development. Adjustments to the development schedule and capacity reservations for the Accessory Dwelling Unit ("ADU") resulted in an update to the Ho'opili Sewerage Master Plan, dated November 6, 2017. The revised Ho'opili Sewerage Master Plan was approved by the Wastewater Branch of DPP by its letter dated April 9, 2018. P/O will continue to comply with this condition in subsequent phases of development.

9. Notification of Potential Nuisances.

a. Petitioner shall properly disclose to all prospective purchasers, residents and/or occupants in the Petition Area of the potential adverse impacts of aircraft activity at and from Kalaeloa Airport such as, but not limited to, noise, right of flight, emissions, vibrations and other incidences of aircraft operations.

b. Petitioner shall provide as part of any grant or transfer of interest in the Petition Area the notification of potential aircraft and airport activity by including it in any disclosure required for the sale or transfer to buyers and lessees and to other future owners, lessees or occupants.

As reported in the 2018 annual report, P/O continues to comply with this condition by disclosing at each sale or transfer of real property or any interest in real property the potential aircraft and airport activities/operations on adjacent Ho'opili lands and surrounding properties. P/O will continue to comply with this condition in subsequent phases of development.

10. Transportation.

a. Petitioner shall fulfill its commitment to making substantial contributions in land and cash toward traffic and roadway improvements, to include but not limited to:

- i. \$30 million dollars to the City's Ewa Impact Ordinance Fee Program;**
- ii. participation in improvements to Farrington Highway estimated to cost \$50 million dollars;**

- iii. contribute 20 acres of land along Farrington Highway for widening of that highway;
- iv. contribute land to the State of Hawaii Department of Transportation (“DOT”) for the East-West connector;
- v. contribute lands in the Petition Area necessary for the city’s rail transit system;
- vi. contribute land for park and ride areas;
- vii. contribute additional lands for the Kunia Interchange as requested by the DOT; and,
- viii. work with the DOT to create additional capacity on the H-1 Freeway from Kunia to Waiawa.

Petitioner recognizes that there will be additional future contributions and requirements by the DOT that are yet to be determined.

P/O will comply with this condition. P/O executed a Memorandum of Understanding (MOU) with the City’s Department of Design and Construction and Department of Planning and Permitting regarding its contributions to the Farrington Highway improvements dated September 20, 2019, a copy of which is attached as Exhibit 4. P/O has commenced design of the improvements in coordination with appropriate City and State agencies in accordance with the MOU.

b. Petitioner shall submit an updated Traffic Impact Analysis Report (“TIAR”) for review and acceptance by the DOT, the City and County Department of Planning and Permitting (“DPP”), and the City and County of Honolulu Department of Transportation Services (“DTS”). The updated TIAR shall include the most current updated traffic data, and shall provide an validate all recommended mitigation measures for potential project-related traffic impacts on State and City facilities to the satisfaction of the DOT, the DPP and the DTS. The updated TIAR shall include the construction status and timeline for the City’s rail transit project, and shall specifically address the potential effects on traffic the rail project does not proceed as anticipated. Petitioner shall obtain acceptance of the updated TIAR from the DOT, the DPP, and the DTS, prior to submittal of a change in zoning application with the City and County.

P/O has complied with this condition.

c. Any significant changes in Project phasing and development shall require the TIAR to be further updated to include any adjustments in the sequencing and timing for when the traffic improvements are to be built and/or scheduled to correspond to the adjusted phasing and development. Any updates to the TIAR shall include an update

with respect to the construction status and projected timeline for the City's rail transit project. Any additional mitigation required as a result of these changes shall be provided within the updated TIAR. Based on the foregoing, all changes to the updated TIAR shall be provided to the DOT, the DPP, and the DTS for review and acceptance.

P/O will comply with this condition.

d. Petitioner shall fund the planning, design and construction of all traffic improvements to mitigate local or direct project-generated and/or related traffic impacts, in accordance with the updated TIAR, as accepted by the DOT, the DPP, and the DTS. Petitioner shall fund its fair share of the planning, design and construction of all traffic improvements required to mitigate regional Project generated and/or traffic improvements in accordance with the updated TIAR, as accepted by the DOT, the DPP, and the DTS, or as set forth in a formal Memorandum of Agreement described in Condition No. 10(e) below. All required traffic improvements for each phase of the Project shall be constructed in accordance with the timing and schedule as recommended in the updated/revised TIAR.

P/O will comply with this condition.

e. A formal Memorandum of Agreement shall be established between Petitioner and the DOT, documenting all aspects of the agreed-upon improvements required to mitigate Project generated and/or related transportation impacts to State transportation facilities.

P/O executed a Memorandum of Agreement dated March 3, 2020 with the State Department of Transportation in satisfaction of this condition, a copy of which is attached as Exhibit 5.

f. Petitioner shall continue to coordinate with the DOT, the DPP, and the DTS to ensure that all traffic impacts are adequately addressed and properly mitigated.

P/O will continue to comply with this condition.

11. Stormwater. Petitioner shall construct stormwater and drainage system improvements as designed in compliance with applicable federal, State and County laws and rules.

a. Prior to any subdivision approval, for lands that may drain onto adjacent Navy lands, the Petitioner shall provide a master drainage plan for review by the State Department of Health ("DOH"), the State Office of Planning ("OP"), and DPP, that either includes a letter of consent from the Navy allowing drainage onto its properties or a specific explanation of strategies to be employed so that drainage onto Navy lands is not necessary.

As reported in the 2018 annual report, a copy of the Ho'opili Drainage Master Plan, dated August 24, 2015, was provided to the DOH and OP.

b. To the extent feasible, Petitioner shall mitigate non-point source pollution by incorporating low impact development practices for onsite stormwater capture and reuse into the Petition Area's site design and landscaping, provided that such low impact development practices do not prevent dedication of drainage facilities to the counties, to prevent runoff onto affected State highway facilities, downstream properties and receiving gulches, streams, and estuaries that connect with coastal waters.

As reported in the 2016 annual report, the Ho'opili Drainage Master Plan, dated August 24, 2015 was approved by the City's DPP, Site Development Division by its letter dated September 16, 2015. Stormwater quality basins are being incorporated to mitigate non-point source pollution. P/O will comply with this condition in the implementation of the Ho'opili Drainage Master Plan and subsequent phases of development.

12. Archaeological Survey. Petitioner shall comply with the conditions recommended and approved by the State Department of Land and Natural Resources, State Historic Preservation Division ("SHPD"), prior to issuance of a permit for grubbing and grading. Petitioner shall confirm in writing to the State of Hawaii Land Use Commission ("Commission") that the SHPD has found Petitioner's preservation mitigation commitments, if any, to be acceptable and has determined that any required historic preservation measures have been successfully implemented.

P/O will comply with this condition.

13. Previously Unidentified Burials and Archaeological/Historic sites. In the event that historic resources, including human skeletal remains, are identified during construction activities, all work shall cease in the immediate vicinity of the find, the find shall be protected from additional disturbance, and the SHPD, Oahu Island Section, shall be contacted immediately. Without any limitation to any other condition found herein, if any burials or archaeological or historic sites, such as artifacts, marine shell concentrations, charcoal deposits, stone platforms, paving, and walls not previously identified and studies referred to herein, are discovered during the course of construction of the Project, all construction activity in the vicinity of the discovery shall stop until the issuance of an archaeological clearance from the SHPD that mitigative measures have been implemented to its satisfaction.

P/O will comply with this condition.

14. Established Access Rights Protected. Pursuant to Article XI, Section 7 of the Hawaii State Constitution, Petitioner shall preserve any established access rights of native Hawaiians who have customarily and traditionally used the Petition Area to exercise subsistence, cultural, and religious practices or for access to other areas.

No established access rights pursuant to Article XI, Section 7 of the Hawaii State Constitution have been identified within the Petition Area.

15. Civil Defense. Petitioner shall fund and construct adequate solar-powered civil defense measures serving the Petition Area as determined by the State of Hawaii Department of Defense, State Civil Defense (“SCD”) and they shall be operational before occupancy of any homes or businesses. The location of such measures shall be determined in consultation with the SCD.

As reported in the 2018 annual report, P/O, in consultation with SCD, has located three (3) solar-powered civil defense sirens within the Ho’opili project. The locations have been mapped, reviewed by the SCD and field confirmed by the SCD. The first civil defense siren was installed and placed into service on September 1, 2017. The remaining two (2) sites have been determined and will be installed in later phases of development.

16. Integrated Solid Waste Management Plan. Petitioner shall cooperate with the DOH and the City and County of Honolulu to conform to the program goals and objectives of HRS Chapter 342G and the City and County of Honolulu’s approved integrated solid waste management plan in accordance with a schedule and timeframe satisfactory to the DOH. Petitioner shall, in coordination with appropriate State and County government agencies, assist in the planning and promotion of solid waste recycling facilities.

As reported in the 2018 annual report, P/O prepared an Integrated Solid Waste Management Plan (“ISWMP”), dated August 2017. The ISWMP was submitted on August 7, 2017 to the DOH and City and County of Honolulu, Department of Environmental Services. P/O will continue to implement the submitted ISWMP and comply with this condition in subsequent phases of development.

17. Best Management Practices. Petitioner shall implement all appropriate Best Management Practices applicable to each proposed land use in order to minimize runoff from construction and vehicle operations, reduce or eliminate soil erosion and ground water pollution, and formulate dust control measures to be implemented during and after the development process in accordance with the DOH guidelines.

P/O will comply with this condition.

18. Infrastructure Deadline – Within 10 Years. Petitioner shall complete construction of (a) offsite backbone sewer and water infrastructure; and (b) all onsite backbone roadway infrastructure, such as the North-South Spine Road (“Spine Road”) and the University of Hawaii West Oahu Connector Road (“Campus Drive”), and major utility infrastructure within said roads within ten (10) years from the date of the decision and order.

As reported in the 2017 annual report, P/O began construction on infrastructure improvements in December 2015. It is valid to note this was the earliest date construction was possible, as it was

following the receipt of rezoning approval from the City and County of Honolulu in May 2015 and immediately after the December 2015 decision by the Hawaii Supreme Court confirmed the LUC's reclassification of the Property. As of the date of this annual report, P/O has thus had four-and-one-half years to freely construct improvements on the Property. In an effort to expedite meeting the requirements of the D&O, P/O at its risk expended significant effort, time, personnel, financial and other resources to obtain subdivision, design, construction and other needed approvals in the face of the uncertain outcomes of the rezoning and the Hawaii Supreme Court decision. As a consequence, once approvals were secure construction was able to start without delay.

Over that four-and-one-half years: (a) all offsite backbone sewer infrastructure work has been completed; (b) the onsite backbone water infrastructure (including the H-1 crossing) is nearing completion and expected to be done by September 2020 (delays due to coordination with BWS); and (c) major sections of the onsite backbone roadway infrastructure are complete and support adjacent developments. By way of example, approximately three quarters of a mile of the North-South Spine Road (and a total of 8.2 miles of roadways carrying infrastructure systems through the entire project) has been constructed and is open to the public and carries significant portions of drainage, sewerage, water, electrical, cable, telephone and gas infrastructure that will broadcast throughout Ho'opili. P/O will continue to construct the infrastructure improvements toward compliance with this condition.

19. Infrastructure Deadline – Within 20 Years. Petitioner shall complete all backbone infrastructure, associated subdivision roadway and utility systems for the proposed residential, mixed-use/live-work commercial space, and commercial office and retail space within twenty (20) years from the date of the decision and order.

P/O will comply with this condition.

20. Ho'opili Sustainability Plan. Petitioner shall substantially comply with the Ho'opili Sustainability Plan, Petitioner's Hearing Exhibit 89B, including the implementation of the mitigation technologies, strategies and measures listed therein or the implementation of equivalent or better mitigation technologies, strategies, or measures. Petitioner shall detail the progress made in implementing the Ho'opili Sustainability Plan.

As previously reported, implementation of sustainable technologies, strategies and measures at Ho'opili continues in the single family homes that are photovoltaic ("PV") ready; include energy efficient features such as dual glazed windows, air conditioning systems with a minimum SEER 20, ceiling fan options, LED lighting, gas ranges, tankless gas water heaters, gas dryers and barbeque connections, solatube options, solar attic fan options, etc.; water conserving features (plumbing fixtures, appliances and landscaping); and participation in the City's recycling program.

21. Compliance with Representations to the Commission. Petitioner shall develop the Petition Area in substantial compliance with the representations made to the

Commission. Failure to so develop the Petition Area may result in reversion of the Petition Area to its former classification, or change to a more appropriate classification.

P/O will comply with this condition.

22. Notice of Change of Ownership. Petitioner shall give notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the Petition Area, prior to development of the Petition Area.

Following the 2019 annual report, P/O provided written notices to the LUC for the sale of lands within the Petition Area as follows: 1) Letter dated August 30, 2019, for the sale of 4.901 acres of land, more specifically identified as Lot 20140, as shown on Map 1693, Land Court Application No. 1069 to The Queen's Medical Center via Limited Warranty Deed and Reservation of Rights, recorded in Land Court on August 30, 2019, as Document No. T-10833278; 2) Letter dated September 25, 2019, for the sale of 11.311 acres of land, more specifically identified as Lot 20139, as shown on Map 1693, Land Court Application No. 1069 to Alaka'i Apartments I LP via Limited Warranty Deed and Reservation of Rights, recorded in Land Court on September 25, 2019, as Document No. T-10859153; and 3) Letter dated October 1, 2019, for the sale of 7.127 acres of land, more specifically identified as Lot 20151, as shown on Map 1698, Land Court Application No. 1069 to The Mutual Housing Association of Hawai'i, Inc. via Limited Warranty Deed and Reservation of Rights, recorded in Land Court on September 30, 2019, as Document No. T-10864211.

23. Annual Reports. Petitioner shall timely provide without any prior notice, annual reports to the Commission, OP, and the DPP in connection with the status of the development of the Petition Area and Petitioner's progress in complying with the conditions imposed herein. The annual reports shall be submitted in a form prescribed by the Executive Officer of the Commission.

P/O is herewith submitting this Annual Report to the LUC, OP and the DPP to show the current status of the Project and the progress in complying with the imposed conditions.

24. Release of Conditions. The Commission may fully or partially release the conditions provided herein as to all or any portion of the Petition Area upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.

P/O acknowledges that the Commission may fully or partially release the conditions provided herein.

25. Notice of Imposition of Conditions. Within seven days of issuance of the Commission's Decision and Order for the subject reclassification, Petitioner shall: (a) record with the State of Hawaii Bureau of Conveyances ("Bureau of Conveyances") a statement that the Petition Area is subject to conditions imposed herein by the Commission in the

Mr. Daniel Orodener
July 7, 2020
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reclassification of the Petition Area; and (b) file a copy of such recorded statement with the Commission.

P/O complied with this condition.

26. Recordation of Conditions. Petitioner shall record the conditions imposed herein by the Commission with the Bureau of Conveyances pursuant to section 15-15-92, HAR.

P/O complied with this condition.

If you have any questions do not hesitate to contact me at 372-3073 or Alan Arakawa at 528-9074.

Sincerely,

D.R. HORTON HAWAII LLC
(fka D.R. Horton – Schuler Homes, LLC)
By Vertical Construction Corporation, Its Manager



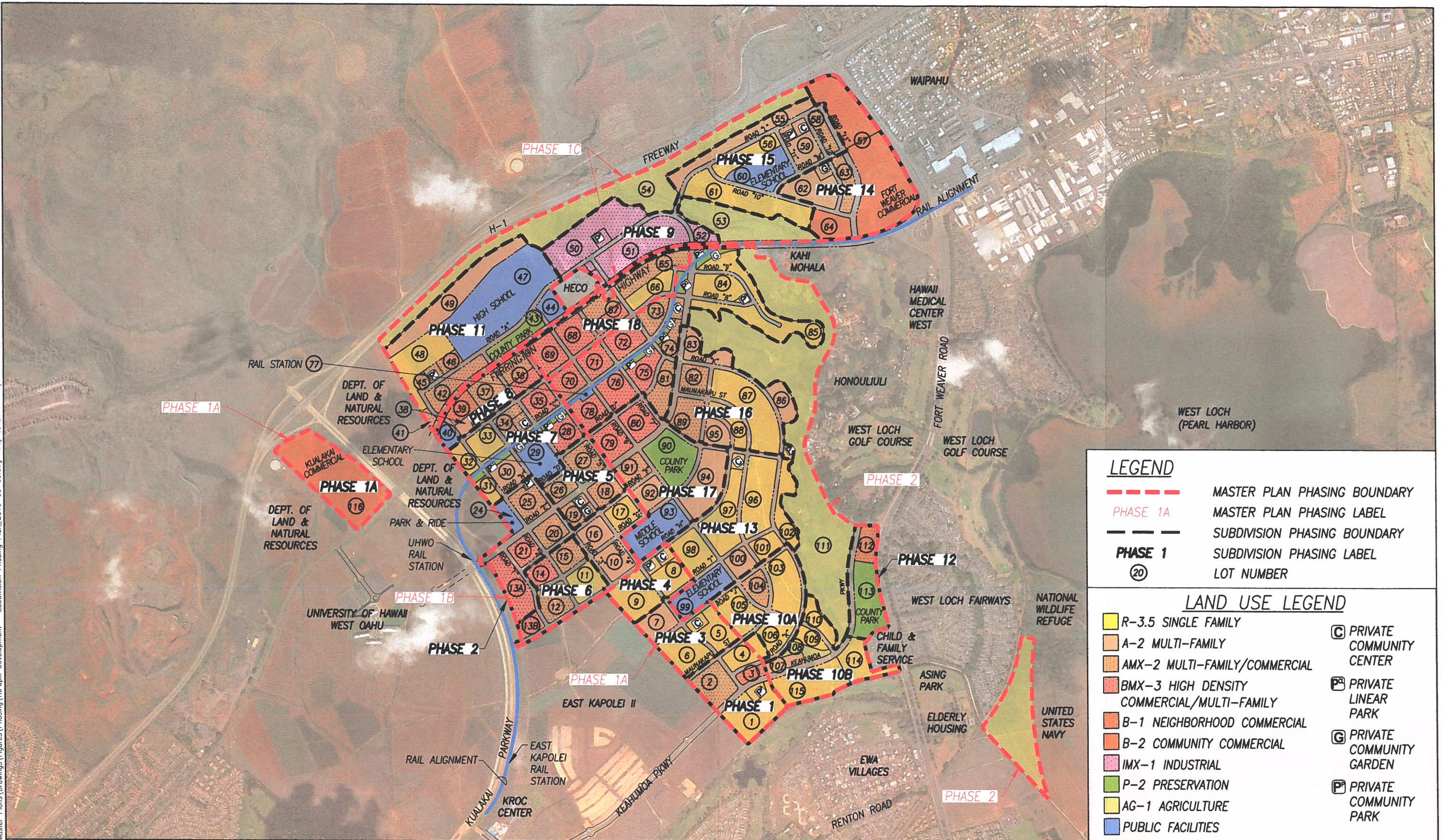
Robert Q. Bruhl
President

Enclosures:

- Exhibit 1: Current subdivision phasing plan, dated May 9, 2019
- Exhibit 2: Affordable Housing Plan Agreement with the City and County of Honolulu dated May 9, 2016
- Exhibit 3: Latest report showing compliance with the Affordable Housing Plan Agreement
- Exhibit 4: Memorandum of Understanding (MOU) with the City's Department of Design and Construction and Department of Planning and Permitting regarding its contributions to the Farrington Highway improvements dated September 20, 2019
- Exhibit 5: Memorandum of Agreement dated March 3, 2020 with the State Department of Transportation

cc: Mary Alice Evans, Director, Office of Planning (w/ encl.)
Kathy K. Sokugawa, Acting Director, Department of Planning and Permitting (w/ encl.)

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LEGEND

---	MASTER PLAN PHASING BOUNDARY
PHASE 1A	MASTER PLAN PHASING LABEL
---	SUBDIVISION PHASING BOUNDARY
PHASE 1	SUBDIVISION PHASING LABEL
(20)	LOT NUMBER

LAND USE LEGEND

R-3.5 SINGLE FAMILY	(C) PRIVATE COMMUNITY CENTER
A-2 MULTI-FAMILY	(P) PRIVATE LINEAR PARK
AMX-2 MULTI-FAMILY/COMMERCIAL	(G) PRIVATE COMMUNITY GARDEN
BMX-3 HIGH DENSITY COMMERCIAL/MULTI-FAMILY	(P) PRIVATE COMMUNITY PARK
B-1 NEIGHBORHOOD COMMERCIAL	
B-2 COMMUNITY COMMERCIAL	
IMX-1 INDUSTRIAL	
P-2 PRESERVATION	
AG-1 AGRICULTURE	
PUBLIC FACILITIES	



Planning - Engineering - Environmental Services - Photogrammetry - Surveying - Construction Management
R. M. TOWILL CORPORATION
808 842 1133 2024 North King Street Suite 200 Honolulu Hawaii 96819-3470

1600' 800' 0 1600' 3200'
SCALE: 1" = 1600'



HO'OPILI DEVELOPMENT

SUBDIVISION PHASING PLAN
MAY 9, 2019

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluluudpp.org • CITY WEB SITE: www.honolulu.gov

KIRK CALDWELL
MAYOR



GEORGE I. ATTA, FAICP
DIRECTOR

ARTHUR D. CHALLACOMBE
DEPUTY DIRECTOR

2016/ELOG-916(as)
2014/Z-5

May 9, 2016

Ms. Esther H. Roberts
D. R. Horton, Hawaii Division
130 Merchant Street, Suite 112
Honolulu, Hawaii 96813

Dear Ms. Roberts:

Attached are the approved Affordable Housing Agreement and Implementation Plans for Ho'opili.

Should you have any questions, please contact Adrian Siu-Li of our staff at 768-8031.

Very truly yours,


George I. Atta, FAICP
Director

GIA:bkg
1348954

Attachments

AFFORDABLE HOUSING PLAN AGREEMENT

This AFFORDABLE HOUSING PLAN AGREEMENT (this "Agreement") is made as of May 9, 2016 ("Effective Date"), by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii ("City"), the principal place of business and mailing address of which is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813; and D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company (hereinafter, "Developer" or "Declarant"), the principal place of business and mailing address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813.

PRELIMINARY STATEMENT

Developer is the developer and owner of approximately 1,289 acres of real property located at Honouliuli, District of Ewa, City and County of Honolulu, Oahu, Hawaii, which real property is covered by TMK Nos. (1) 9-1-017:004 (por.), 059 (por.) and 072 (por.), and (1) 9-1-018:001 (por.) and 004 (por.) and is more specifically described in Attachment A-1 attached hereto (the "Ho'opili Project" or the "Project"). Developer is subject to a Unilateral Agreement and Declaration for Conditional Zoning dated May 4, 2015 (the "Unilateral Agreement"), recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (the "Land Court") as Document No. T-9254221, and the Bureau of Conveyances of the State of Hawaii (the "Bureau") as Document No. A-56020836, which Unilateral Agreement was entered into pursuant to Ordinance No. 15-13 (the "Ordinance").

The Ordinance rezones the Ho'opili Project under the Land Use Ordinance for the City and County of Honolulu from AG-1 Restricted Agricultural District to the R-3.5 Residential District, A-2 Medium-Density Apartment District (with 40- and 65-foot height limit), AMX-2 Medium-Density Mixed Use Apartment District (with 40- and 65-foot height limit), B-1 Neighborhood Business District, B-2 Community Business District (with a 60-foot height limit), BMX-3 Community Business Mixed Use District (with a 90-foot height limit), IMX-1 Industrial-Commercial Mixed Use District (with a 60-foot height limit), and P-2 General Preservation District as shown on the map attached hereto as Attachment A-2.

Condition 1 of the Unilateral Agreement, a copy of which is attached hereto as Attachment A-3, sets forth certain requirements relating to the provision of affordable housing in the Project (the "Affordable Housing Condition"). The Affordable Housing Condition applies to residential development within the Project and does not apply to the B-1 Neighborhood Business District, B-2 Community Business District, BMX-3 Community Business Mixed Use District solely to the extent residential development is not undertaken, IMX-1 Industrial-Commercial Mixed Use District, and P-2 General Preservation District within the Project.

AGREEMENT

For and in consideration of the mutual promises stated below, the City and Developer agree as follows:

1. Affordable Housing Program – General Guidelines.

In compliance with the provisions of the Ordinance and the City's Amendment of the Affordable Housing Rules for Unilateral Agreements adopted February 12, 2010, effective February 28, 2010 (the "AH Rules"), Developer agrees to fulfill the Affordable Housing Condition by one or more of the following options: (i) the sale and rental of affordable housing units in the

Project to be developed by Developer or others; or (ii) solely to the extent approved in the discretion of the Director of the Department of Planning and Permitting (the "Director") pursuant to the AH Rules, payment to the City of a cash contribution ("in-lieu fee") in accordance with the AH Rules; or (iii) subject to approval by the Director, the application of affordable housing credits from units built outside the Project by Developer or its affiliates, or in partnership with private or public housing agencies; or (iv) subject to approval by the Director, conveyance to a qualified non-profit affordable housing provider of improved fee simple property, free of encumbrances, within or outside the Project site, zoned and suitable for the construction of affordable housing units, with all necessary off-site infrastructure completed up to the property line, provided that the appraised value of the real property conveyed to the housing provider equals the in-lieu fee described in the foregoing clause (ii); or (v) solely to the extent approved in the discretion of the Director as otherwise permitted by the AH Rules as amended from time to time. Developer acknowledges and agrees that to the extent practicable, the affordable housing units shall be constructed and delivered concurrently with market units in the Project.

2. Affordable Housing Program: Calculation of the Number of Affordable Units Required.

a. As of the date of this Agreement, Developer plans to develop a total of approximately 11,750 residential units in the Project. These numbers are subject to change, and Developer shall keep the City advised as to its current projections of residential units to be developed in the Project. The total number of affordable residential units to be developed under this Agreement (the "Required Affordable Housing Delivery Obligation") shall be based on the total number of residential units actually constructed in the Project, provided that the calculation of equivalent delivered affordable units shall be based on the Factor Table attached hereto as Exhibit A (the "Factor Table"), adjusted, where appropriate, as provided in this Agreement. For purposes of this Agreement, the equivalent units resulting from the delivery of affordable residential units in the manner specified in this Agreement multiplied by the corresponding unit type factor from the Factor Table or other multiple permitted pursuant to the AH Rules are described herein as "Affordable Equivalent Units". For purposes of clarity only and by way of example, a 3-Bedroom/2-Bathroom affordable housing unit delivered by Developer to a qualified affordable buyer in a non-Transit-Oriented Development achieves an Affordable Equivalent Unit of 1.28 based on the Factor Table. The Affordable Housing Condition for the Project requires Developer or its designee to deliver the equivalent under the AH Rules of:

- i) Ten percent (10%) of the total number of residential units in the Ho`opili Project to affordable households with incomes up to and including eighty percent (80%) of area median income using U.S. Department of Housing and Urban Development ("HUD") standards adjusted for family size for the City and County of Honolulu ("AMI"); provided, that twenty percent (20%) of the aforesaid number of units in this paragraph (i) shall be rental units pursuant to applicable City and County of Honolulu guidelines and rules; and
- ii) Twenty percent (20%) of the total number of residential units in the Ho`opili Project to affordable households with incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI (the "81%-120% of AMI Requirement").

For illustrative purposes only, in the event that 11,750 total residential units were constructed in the Project, then the following would satisfy the Required Affordable Housing Delivery Obligation and Affordable Housing Condition: (a) 10% of the total units in the Project affordable to households with incomes of 80% or less of AMI (or 1,175 Affordable Equivalent

Units), with 20% of such units delivered as rental units pursuant to the AH Rules (20% of 1,175 Affordable Equivalent Units, or 235 Affordable Equivalent Units); and (b) 20% of the total residential units in the Project affordable to households with incomes between 81% and 120% of AMI (or 2,350 Affordable Equivalent Units).

b. The Affordable Housing Condition shall be satisfied if the sum of the following equals or exceeds the Required Affordable Housing Delivery Obligation:

(i) The products of the actual number of affordable housing units delivered, multiplied by its corresponding unit type factor set forth in the Factor Table;

(ii) Enhancement credits pursuant to Section 8.d below; and

(iii) Solely to the extent approved in the discretion of the Director pursuant to the AH Rules, a portion of the Required Affordable Housing Delivery Obligation can be fulfilled by providing a cash in-lieu fee as provided in Section 1(ii) above, excess affordable housing credits acquired by Developer respecting another development within the same geographical area as the Project as provided in Section 1(iii) above, and/or conveyance to a qualified non-profit affordable housing provider of improved fee simple property as provided in Section 1(iv) above.

As to excess affordable housing credits acquired by Developer respecting another development within the same geographical area as the Project as provided in Section 1(iii) above, the City agrees that if and to the extent DPP certifies excess affordable housing credits in respect of Developer's Mehana at Kapolei project (collectively, the "Mehana Excess Affordable Housing Credits"), Developer shall be permitted to use the Mehana Excess Affordable Housing Credits in satisfaction of the Affordable Housing Condition, it being understood and agreed that Mehana Excess Affordable Housing Credits certified at 80% or less of AMI may be used to satisfy the 81%-120% of AMI Requirement. Notwithstanding anything in this Agreement to the contrary, no more than fifty percent (50%) of the Affordable Housing Condition may be fulfilled by the Mehana Excess Affordable Housing Credits.

c. Developer currently plans to satisfy all or a portion of the Affordable Housing Condition pursuant to the Plan for Satisfying the Affordable Housing Condition & Implementation Schedule (the "Plan"), which is attached hereto as Exhibit B and made a part of this Agreement. The Plan may be modified as described in Section 1 of this Agreement. Developer may propose such modifications to the Plan which modifications are subject to the consent of the Director. Any such modification shall be noted in the Annual Affordable Housing Status Report, as defined below.

d. The total number of required affordable housing units shall be subject to change depending upon the actual number of units developed, rented and/or sold in the Project, provided that the total number of required affordable housing units, in the aggregate, shall not exceed the Required Affordable Housing Delivery Obligation, but without limiting the number of additional affordable housing units that Developer may construct in its sole discretion. Developer shall provide annual reports to the City as to the status of its compliance with this Agreement and the Affordable Housing Condition based upon the current projections for development (the "Annual Affordable Housing Status Report"). The Annual Affordable Housing Status Report shall include a summary of affordable housing units constructed and qualified as

affordable housing units, including affordable rental housing units eligible for enhancement credits, and the unit type, number, location and estimated delivery date of planned affordable housing units.

3. Maximum Sales Prices and Rents.

a. In order to qualify as affordable housing units, housing units sold during the target group marketing period described in Section 7.b and 7.c, as applicable, to qualified purchasers shall be priced such that a purchaser who makes a maximum down payment of ten percent (10%) shall not make monthly payments (which consist of principal, prorated real property taxes, prorated insurance premiums, plus, if applicable, fees and costs required by the bylaws of the condominium property regime) exceeding thirty-three percent (33%) of the purchaser's gross monthly income. The sales price (and associated monthly payments) shall be calculated using the lower of either:

(i) The average of the Average Conventional Thirty (30) Year Interest Rate on fixed rate mortgages for the Western Region of the U.S. from the Freddie Mac Primary Mortgage Market Survey for the week of the date of the submittal of the marketing plan and the rate one (1) year preceding that date; or

(ii) An interest rate Developer or other seller has secured for the purchaser's financing.

Affordable for-sale housing units sold after the target group marketing period described in Section 7.b and 7.c, as applicable, has been completed shall qualify as affordable housing units if they meet sales price limits based on monthly housing payments of no more than thirty-three percent (33%) of the maximum monthly income for the target group as adjusted for the number of bedrooms and the City's occupancy requirements as established under the AH Rules. The maximum household income by household size, interest rate, and maximum monthly housing payment and associated maximum sales prices shall be determined annually by the Department and are subject to change. For units sold to qualified purchasers from the target group, the maximum household income levels and interest rate average along with the purchasing household's income and the number of occupants at the time an affordable housing unit is purchased shall be utilized for purposes of qualifying such unit as an affordable unit. For units sold to the general public, the sales price at the time the affordable housing unit is purchased shall be used for purposes of qualifying such unit as an affordable housing unit. Units sold to the general public in excess of those required to satisfy the Project's Affordable Housing Condition cannot be used to earn excess affordable housing credits unless the purchaser meets the maximum monthly income test for the target group and the owner occupancy requirements established under the AH Rules.

b. In order to qualify as affordable rental housing units, the monthly rents to be charged for rental units shall not exceed the maximum rents allowed under the AH Rules as determined annually by DPP. The maximum rental rates in effect at the time of the Annual Affordable Housing Status Report shall be utilized for purposes of qualifying such unit as an affordable housing unit.

4. Compliance with Laws. Affordable housing units in the Project shall be constructed in good and workmanlike manner in accordance with applicable statutes, codes, and ordinances of the City, State, and Federal governments.

5. Indemnification. Developer will indemnify the City, its officers, employees and agents and hold them harmless against all claims, including reasonable attorneys' fees, made by any person or entity for: (a) failure of Developer or its agents to make any required disclosures to a buyer or any other person, as required by law; (b) any misrepresentations made by Developer or its agents, including, but not limited to, sales agents, to a buyer or any other person; (c) loss or damage, including death, personal injury, or damage to real or personal property, arising out of or in connection with the construction and development and sale/rental of an affordable housing unit during the performance of this Agreement caused, in whole or in part, by Developer, its agents, employees, contractors, or subcontractors, or any failure by Developer to keep its property or any improvements thereon in a safe condition; and (d) any warranty pertaining to the affordable housing units; so long as any such claim did not result from the negligence in whole or in part by the City, its agents, employees, contractors or subcontractors. The City will indemnify Developer and hold Developer harmless against all claims, including reasonable attorneys' fees, made by any person or entity relating to the City's determination of eligibility or non-eligibility to purchase/rent an affordable housing unit under Developer's affordable housing program as set forth in this Agreement.

6. Default. If Developer does not comply with the terms of this Agreement in connection with the sale or rental of an affordable housing unit, then the City shall give written notice to Developer describing the nature of the default, which dwelling units or transactions are affected, and an explanation that if such default remains uncured for sixty (60) days after the written notice is mailed or delivered to Developer, the City may declare the defaulting unit(s) to be ineligible as affordable housing units under the Unilateral Agreement. The City may exercise any other remedy available to it in law or in equity.

7. Marketing and Sale of Affordable Housing Units.

a. The marketing and sale of affordable housing units developed in the Project shall comply with the provisions of the Ordinance and applicable provisions of the AH Rules. In the event of a conflict between the Ordinance and the AH Rules, the provisions of the Ordinance shall prevail.

b. Any affordable housing unit designated for sale to households with incomes up to and including eighty percent (80%) of AMI shall be marketed for sale to such households for a period of one hundred twenty (120) days ("First Marketing Period") at prices affordable to such households; provided that if, at the end of the First Marketing Period, construction of the affordable housing unit has commenced and Developer has been unable to obtain a contract for sale of the unit to a qualified purchaser, then the affordable housing unit may be marketed to persons with household incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI at prices affordable to such households for a period of one hundred twenty (120) days ("Second Marketing Period"). If, following the Second Marketing Period, Developer has been unable to obtain a contract for the sale of the affordable housing unit to a qualified purchaser, then the affordable housing unit may be marketed to persons with household incomes between one hundred twenty percent (120%) and one hundred forty percent (140%) of AMI at prices affordable to such households for a period of one hundred twenty (120) days ("Third Marketing Period"). If, following the Third Marketing Period, Developer has been unable to obtain a contract for the sale of the affordable housing unit to a qualified purchaser, the affordable housing unit may be sold to the general public free of the restrictions in the Affordable Housing Condition relating to the income level of the household of the purchaser specified above in this Section 7.b, but not free from any of the other restrictions of the Affordable Housing Condition, and applicable AH Rules.

c. Any affordable housing unit designated for sale to households with incomes between eighty-one (81%) and one hundred twenty percent (120%) of AMI shall be marketed for sale to such persons at prices affordable to such households for a period of one hundred twenty (120) days ("Initial Marketing Period"). If, following this Initial Marketing Period, Developer has been unable to obtain a contract for sale of the unit to a qualified purchaser, then the affordable housing unit may be marketed to persons with household incomes between one hundred twenty percent (120%) and one hundred forty percent (140%) of AMI at prices affordable to such households for a period of one hundred twenty (120) days ("Secondary Marketing Period"). If, following the Secondary Marketing Period, Developer has been unable to obtain a contract for sale of the unit to a qualified purchaser, then the affordable housing unit may be sold to the general public free of the restrictions in the Affordable Housing Condition relating to the income level of the household of the purchaser specified above in this Section 7.c, but not free from any of the other restrictions of the Affordable Housing Condition, and applicable AH Rules.

d. Housing units constructed and sold pursuant to Sections 7.b and 7.c above shall qualify for purposes of fulfilling the Affordable Housing Condition, notwithstanding the release of the household income level restriction on the sale of such unit.

e. Except as specifically provided herein and except for affordable housing units financed under a federally subsidized mortgage program, affordable housing units sold to households with incomes equal to or less than one hundred forty percent (140%) of AMI shall be subject to the "Ten-Year Buy-Back" provisions of the AH Rules. Pursuant to Section 5-2 of the AH Rules, (i) affordable housing units sold to qualified purchasers shall be occupied as the qualified purchaser's principal residence for the duration of the buy-back period, (ii) Developer shall have the right during such period to verify owner occupancy of the principal residence, and (iii) Developer, the City and a designated affordable housing provider may reserve the right (but shall not have the obligation) to seek financial recourse from the purchaser of any affordable housing unit if this requirement is violated. Deeds in respect of these affordable units shall reflect that in the event of a transfer of title pursuant to a mortgage foreclosure, foreclosure under the power of sale, conveyance in lieu of foreclosure or similar transfer of title, these restrictions shall be automatically extinguished and thereafter shall not attach to or affect title or transfers of title.

f. The parties acknowledge that the majority of qualified households purchase affordably designated and priced homes utilizing federally subsidized or insured mortgage programs, including, without limitation, those administered by FNMA, FHA, VA, FreddieMac, USDA, and others. To assure the continued availability of these programs to qualified households, the parties agree that the occupancy restrictions applicable to affordably designated homes sold to qualified households shall incorporate those minimum protections for purchasers required pursuant to the regulations, mortgagee letters ("ML"), guidelines or other directives issued, enacted, adopted or established by or for the benefit of the federally subsidized or insured mortgage programs, including, without limitation, 24 CFR 203.41, ML 94-02, HUD Condominium Project Approval and Processing Guide (ML 2011-22), ML 2012-18, FNMA's Single Family Selling Guide, 38 CFR Section 36.4354 et seq.

8. Rental of Affordable Housing Units; Enhancement Credits.

a. The provision of affordable rental units to satisfy the Affordable Housing Condition shall comply with the provisions of the Ordinance and applicable provisions of the AH Rules.

b. Affordable rental units may be maintained as part of a rental pool of market and affordable rental units. The designated number of affordable rental units shall qualify for purposes of fulfilling the Affordable Housing Condition so long as the proportion of units rented to households in the targeted income levels is maintained.

c. Affordable rental units developed in the Project shall remain affordable for a period of at least ten (10) years, after which the City shall be given the first option to purchase any affordable rental unit offered for sale, at a price which an independent appraiser mutually agreed upon by Developer (or subsequent owner) and the City determines to be the fair market value of the subject unit; provided, however, that should the City fail to exercise its option within ninety (90) days of the notice of offering, Developer (or subsequent owner) may sell, lease, transfer, or otherwise use the rental unit at Developer's (or subsequent owner's) sole discretion.

d. Affordable rental housing units committed to be rented to low income households for more than ten (10) years may be eligible for enhancement credits as determined by DPP in its sole discretion pursuant to supporting documentation submitted to DPP in accordance with Section 2-7(2) of the AH Rules.

e. If not committed initially for a period longer than 10 years (i.e., 20-30 years), at the completion of each ten-year period, Developer may extend its commitment to rent the dwelling units to qualified households whose income does not exceed eighty percent (80%) of AMI for an additional ten-year period beyond the remaining commitment period, and in consideration of such an extended commitment, the Director in the Director's sole discretion may grant enhancement credits based on the Factor Table.

9. Eligibility and Income Verification; Submittal of Forms

a. Each applicant to purchase or rent an affordable housing unit shall complete and sign an Affordable Housing Eligibility Form certifying that he/she is eligible to purchase or rent an affordable unit. The form, samples of which are attached hereto as Exhibit C (for sale units) and Exhibit D (for rentals), shall contain pertinent information to verify the applicant's eligibility including the applicant's name, gross income, total estimated household income, household size, and household income group. Information relating to an applicant's eligibility to purchase or rent an affordable housing unit shall be kept on file for ten (10) years following DPP's approval of the Annual Affordable Housing Status Report and made available for review during such time period upon request by DPP.

b. The gross household income of an affordable housing applicant shall be certified by DPP or DPP's authorized agent on an Income Verification Form, samples of which are attached hereto as Exhibit E (for sale units) and Exhibit F (for rentals). DPP and DPP's authorized agent, including, without limitation, any third party certification company approved by DPP in DPP's discretion, will determine the gross household income and compliance with certain other eligibility requirements based on the households' current payroll information at the time of purchase/rent, latest tax return(s) or other DPP approved income verification form as required by DPP. The Annual Affordable Housing Status Report shall include, in addition to the items outlined in Section 9.d and otherwise in this Agreement, a schedule listing all new

tenants renting an affordable housing unit in the Project and a certification that the tenants previously listed on an Annual Affordable Housing Status Report still reside at the Project, it being understood and agreed that once qualified by either DPP or DPP's authorized agent, an applicant shall remain qualified so long as such applicant continues to rent an affordable housing unit within the Project. In the case of rental units, annual verification shall be made by reference to the households' current payroll information, latest tax return(s) or other DPP approved income verification forms which shall be kept on file for review by DPP or DPP's authorized agent, including, without limitation, any third party certification company approved by DPP in DPP's discretion, for ten (10) years following DPP's approval of the Annual Affordable Housing Status Report.

c. In addition to fulfilling the requirements stated in Section 3-7 of the AH Rules, Developer shall submit to DPP or DPP's authorized agent, the following supporting documents, in a form satisfactory to DPP, for the certification of the applicant's eligibility:

- (1) Application for benefits under the Affordable Housing Program.
- (2) Income and Income Limit Summary Sheet (also referred to as the Income Verification Form).
- (3) Owner-Occupant Affidavit.
- (4) If required by DPP, Real Property Disclosure Form and documents indicating applicant's interest.
- (5) If required by DPP, Deposit, Receipt, Offer and Acceptance Agreement, sales agreement or agreement to rent.

d. To qualify as an affordable housing unit, Developer shall submit the completed Eligibility and Income Verification Forms, together with any required documentation under the AH Rules and an Annual Affordable Housing Status Report containing the following information segregated by target income group:

- (1) Project name, lot or unit number, tax map key, and street address if available.
- (2) Name of purchaser or renter.
- (3) Date of unit purchase or rental.
- (4) Unit sales price or monthly rental rate.
- (5) Annual gross income of each household or renter; household size; and target group income limit.
- (6) Unit size by number of bedrooms and bathrooms.
- (7) Total housing credit being claimed for each unit.
- (8) A sample copy of the conveyance deed or lease document.

- (9) Owner's closing statement for the sale of each affordable unit.

Documents approved by DPP shall be kept on file for review by DPP or by DPP's authorized agent for ten (10) years following DPP's approval of the Annual Affordable Housing Status Report.

10. Miscellaneous Provisions

a. **Integration; Conflict.** This instrument contains all of the terms of the agreement of the parties pertaining to the subject matter stated in this instrument. Each party acknowledges that no person or entity has made any oral or written representation on which it has relied in entering into the agreement stated in this instrument which is not included as a term in it. In the event of a conflict between the Ordinance and the AH Rules, the provisions of the Ordinance shall prevail, and in the event of a conflict between the AH Rules and the terms of this Agreement, the terms of the AH Rules shall prevail. Any amendments to, or restatements of, the AH Rules in force at the Effective Date shall not be applicable to the Project.

b. **Amendment.** The terms of this instrument may be amended only by each party signing a subsequent written instrument which states the amendment.

c. **Authorization.** Each party warrants to each other party that the individuals executing this instrument on behalf of the respective parties are authorized to do so.

d. **Counterparts.** This instrument may be executed by the parties in counterparts. The counterparts executed by the parties named in this instrument and, if necessary, properly acknowledged, taken together, shall constitute a single instrument.

e. **Binding Effect.** Upon its execution by each party, this instrument shall become binding and enforceable according to its terms. If more than one party is obligated by any terms stated in this instrument, those parties shall be jointly and severally liable for the performance of those obligations. The rights and obligations of each party named in this instrument shall bind and inure to the benefit of each party, their respective heirs, personal representatives, successors, and assigns.

f. **Survival.** The representations and warranties stated in this instrument made by each party shall survive the termination of the agreement stated in this instrument.

g. **Assignment.** Neither the entire agreement which is stated in this instrument nor any interest in it may be assigned by any party for any purpose without the prior written consent of each other party.

h. **Consent, Subsequent Agreement.** If a subsequent consent or agreement required of any party by the terms of this instrument is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.

i. **Force Majeure.** If any party is prevented from performing its obligations pursuant to this instrument by any cause not within the reasonable control of that party, including, but not limited to fire, an act of God, public enemy, or war, an act or failure to act of a government entity (except on the part of the City), unavailability of materials, or actions by or

against labor unions, it shall not be in default of its obligations; provided that the party requests an extension of time to perform its obligations notifies the other party within sixty (60) days following the event. If the notified party agrees that the event caused the delay, the time to perform the obligations shall be extended by the number of days of delay as agreed upon by the parties. If notice of delay is not given, no time extension shall be granted.

j. **Notice.** Any notice required or permitted by the terms of this instrument to be given by a party to any other party, shall be written and shall be personally delivered or mailed postage prepaid by certified mail, return receipt requested, to each other party at the address and to the person designated by each party, stated below. No other method of notification shall be effective.

City and County of Honolulu
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813
Attention: Director

D.R. Horton – Schuler Homes, LLC
130 Merchant Street, Suite 112
Honolulu, Hawaii 96813
Attention: Division President

k. **Severability.** If any term stated in this instrument subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining terms stated in this instrument unless that is made impossible by the absence of the omitted term.

l. **No Drafter.** No party shall be deemed to have drafted this instrument. No term stated in this instrument shall be construed against any party as its drafter.

m. **Applicable Law.** The terms of this instrument shall be interpreted in accordance with the laws of the State of Hawaii as those laws are construed and amended from time to time.

n. **Defined Terms.** Certain terms where they initially are used in this instrument are set off by quotation marks inside parentheses and subsequently are capitalized. Those designated terms shall have the same meaning throughout this instrument, unless clearly inappropriate in the context.

o. **Gender; Number.** In this instrument, the use of any gender shall include all genders and the use of any number in reference to nouns and pronouns shall include the singular or plural, as the context dictates.

p. **Paragraph Titles.** The titles of each paragraph included in this instrument are included only for the convenience of the parties. They shall not be considered in the construction and interpretation of the terms stated in this instrument.

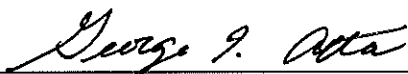
q. **Short-Form.** If required by the provisions of this instrument or requested by any party, a short-form of this instrument shall be executed by the parties, the signatures

properly acknowledged by a Notary Public, and recorded in the Bureau or filed in the Land Court, as is appropriate.

[End of text. Signatures begin on next page.]

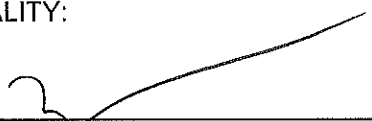
The City and Developer have executed this instrument as of the day and year first above written.

CITY AND COUNTY OF HONOLULU
Department of Planning and Permitting

By 
George I. Atta, Director


"CITY"

APPROVED AS TO FORM AND
LEGALITY:

By 
Deputy Corporation Counsel
City and County of Honolulu
KRISHNA E. JAYARAM

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

By VERTICAL CONSTRUCTION
CORPORATION,
a Delaware corporation
Its Manager

By 
Robert Q. Bruhl
Division President, Hawaii Division

"DEVELOPER"

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

On this 9th day of May 2016, before me appeared George I. Atta to me personally known, who being by me duly sworn, did say that he is the Director of the Department of Planning and Permitting of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said Director acknowledged the instrument to be the free act and deed of said municipal corporation.

Michelle K. Togashi
Notary Public, State of Hawaii
My commission expires: 7/19/19

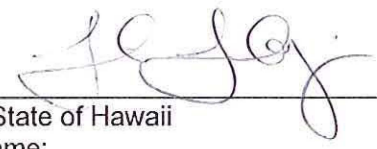
L.S.
MICHELLE K. TOGASHI
Commission No. 2000-569
Notary Public, State of Hawaii
City and County of Honolulu
My Commission Expires: 7/19/2019

Doc. Date: 5/9/2016 # Pages: 56
Michelle K. Togashi First Circuit
Doc. Description: Affordable Housing Plan Agreement Ho'opili
Michelle K. Togashi 5/9/16
Notary Signature Date
NOTARY CERTIFICATION
L.S.

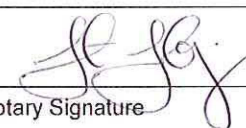
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)


On APR 15 2016, 2016, before me personally appeared **ROBERT Q. BRUHL**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.




Notary Public, State of Hawaii
Type or print name:

My commission expires:

Date of Doc: <u>UNDATED AT NOTARIZATION</u>	# Pages: <u>14 EXCLUDING EXHIBITS</u>
Name of Notary: <u>PETER PHILLIPS</u>	Notes: <u>HOOPILI</u>
Doc. Description: <u>AFFORDABLE HOUSING PLAN AGREEMENT</u>	
 Notary Signature	<u>APR 15 2016</u> Date
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	



(stamp or seal)

ATTACHMENT A-1 – HO'OPILI PROJECT

See attached.

HO'OPI LI PROJECT

All those certain parcels of land situated at Honouliuli, Ewa, Oahu and being described as follows:

PARCEL A

Being a portion of Lot 11993 as shown on Map 874 of Land Court Application 1069.

Beginning at the South corner of this parcel of land, being also the Southeast corner of Lot 18060 as shown on Map 1409 of Land Court Application 1069 and on the Northerly side of Farrington Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 5,946.24 feet South and 5,087.20 feet East and running by azimuths measured clockwise from true South:

1. 133° 20' 2060.40 feet along Lots 18060 and 18059 of Land Court Application 1069 as shown on Map 1409;
2. Thence along North South Road (F. A. P. No. STP-8930(3)), on a curve to the right with a radius of 909.97 feet, the chord azimuth and distance being:
232° 24' 07" 376.25 feet;
3. 244° 20' 334.92 feet along same;
4. Thence along same, on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
273° 56' 25" 49.40 feet;
5. 303° 32' 50" 1002.45 feet along same;
6. 313° 20' 859.90 feet along same;
7. 43° 20' 719.84 feet along the Northerly side of Farrington Highway;
8. Thence along same, on a curve to the right with a radius of 2834.79 feet, the chord azimuth and distance being:
45° 00' 47.4" 166.20 feet;
to the point of beginning and containing an area of 38.082 acres.

PARCEL B

Being all of Lots 20 and 21 (Map 12), Lot 17-A-1 (Map 423) and portion of Lot 11995-A-1 (Map 1210) of Land Court Application 1069 and portion of Exclusion 1 (Remnants A and B, Parcel 30-B and portion of Parcel 28-A), as shown on Map 1 of Land Court Application 1069, covered by R. P. 6971, L. C. Aw. 11216, Apana 8 to M. Kekauonohi.

Beginning at the Northwest corner of this parcel of land, and on the Southeast side of North South Road (F. A. P. No. STP-8930 (3)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 2,551.05 feet South and 5,505.34 feet East and running by azimuths measured clockwise from true South:

1. 224° 54' 30" 1726.05 feet along the Southeast side of North South Road (F. A. P. No. STP-8930 (3));
2. 226° 11' 20" 244.87 feet along the Southeast side of Interstate Highway (F. A. P. No. I-HI-1 (11));
3. Thence along same, on a curve to the right with a radius of 4,496.66 feet, the chord azimuth and distance being:
228° 54' 16.5" 426.10 feet;
4. 237° 38' 51" 343.17 feet along same;
5. 239° 54' 28" 243.91 feet along same;
6. 242° 57' 22" 291.94 feet along same;
7. Thence along same, on a curve to the right with a radius of 4,453.66 feet, the chord azimuth and distance being:
245° 03' 01.5" 338.85 feet;
8. 247° 13' 50" 451.34 feet along same;
9. 243° 39' 10" 400.62 feet along same;
10. 247° 13' 50" 1100.00 feet along same;
11. 252° 56' 30" 150.75 feet along same;
12. 247° 13' 50" 192.26 feet along same;

13. 244° 04' 55' 364.16 feet along same;
14. 239° 04' 23" 406.66 feet along same;
15. Thence along same, on a curve to the left with a radius of 6,587.00 feet, the chord azimuth and distance being:
239° 41' 42.1" 196.84 feet;
16. 238° 50' 20" 705.60 feet along same;
17. 242° 50' 30" 401.12 feet along same;
18. 238° 50' 20" 54.12 feet along same;
19. Thence along same, on a curve to the right with a radius of 5,939.00 feet, the chord azimuth and distance being:
243° 05' 20" 880.26 feet;
20. 247° 20' 20" 635.41 feet along same;
21. Thence along the Southwest corner of the intersection of Interstate Highway (F. A. P. No. I-HI-1 (11)) and Kunia Road (F. A. P. No. F-075-1 (2)), on a curve to the right with a radius of 250.00 feet, the chord azimuth and distance being:
274° 45' 25" 230.24 feet;
22. 32° 10' 30" 15.00 feet along a jog the Southwest side Kunia Road (F. A. P. No. F-075-1 (2));
23. Thence along the Southwest side of Kunia Road (F. A. P. No. F-075-1 (2)), on a curve to the right with a radius of 235.00 feet, the chord azimuth and distance being:
311° 22' 55" 75.20 feet;
24. 320° 35' 20" 305.87 feet along same;
25. 323° 33' 52" 230.00 feet along same;
26. 233° 33' 52" 15.00 feet along a jog on the Southwest side of Kunia Road (F.A.P. No. F-075-1(2));

27. 323° 33' 52" 796.77 feet along the Southwest side of Kunia Road
(F. A. P. No. F-075-1 (2));
28. 327° 17' 10" 354.32 feet along same;
29. 331° 09' 04" 291.68 feet along same;
30. 335° 59' 36" 133.59 feet along same;
31. 329° 36' 02" 347.40 feet along same;
32. Thence along the Northwest corner of the Intersection of Kunia Road (F. A. P. No.
F-075-1 (2)) and Farrington Highway, on a
curve to the right with a radius of 320.00
feet, the chord azimuth and distance
being:

15° 30' 37" 396.52 feet;
33. Thence along the Northwest side of Farrington Highway, on a curve to the right
with a radius of 2,720.00 feet, the chord
azimuth and distance being:

59° 41' 56" 559.61 feet;
34. Thence along same, on a curve to the right with a radius of 2,769.79 feet, the chord
azimuth and distance being:

72° 10' 12" 111.98 feet;
35. 343° 19' 42" 10.00 feet along a jog on the Northwest side of
Farrington Highway;
36. Thence along the Northwest side of Farrington Highway, on a curve to the right with a
radius of 2,779.79 feet, the chord azimuth
and distance being:

76° 49' 42" 339.40 feet;
37. 350° 19' 42" 15.00 feet along a jog on the Northwest side of
Farrington Highway;

38. Thence along the Northwest side of Farrington Highway, on a curve to the right with a radius of 2,794.79 feet, the chord azimuth and distance being:
- 84° 31' 51" 409.61 feet;
39. 88° 44' 59.76 feet along same;
40. 358° 44' 25.00 feet along a jog on the Northwest side of Farrington Highway;
41. 88° 44' 961.94 feet along the Northwest side of Farrington Highway;
42. 358° 44' 10.00 feet along a jog on the Northwest side of Farrington Highway;
43. 88° 44' 1508.06 feet along the Northwest side of Farrington Highway;
44. 358° 44' 5.00 feet along a jog on the Northwest side of Farrington Highway;
45. 88° 44' 100.00 feet along the Northwest side of Farrington Highway;
46. Thence along same, on a curve to the left with a radius of 1,939.86 feet, the chord azimuth and distance being:
- 71° 03' 1178.49 feet;
47. 53° 22' 100.00 feet along same;
48. 323° 22' 5.00 feet along a jog on the Northwest side of Farrington Highway;
49. 53° 22' 987.79 feet along the Northwest side of Farrington Highway;
50. 55° 30' 2347.79 feet along same;
51. 145° 30' 5.00 feet along a jog on the Northwest side of Farrington Highway;
52. 55° 30' 100.00 feet along the Northwest side of Farrington Highway;

53. Thence along same, on a curve to the left with a radius of 1,939.86 feet, the chord azimuth and distance being:

39° 25' 1074.82 feet;

54. 23° 20' 181.20 feet along same;

55. 149° 25' 1887.96 feet along Lot 11994 (Map 874) of Land Court Application 1069 to the point of beginning and containing a gross area of 455.541 acre and a net area of 446.831 acre after deducting 8.710 acre of Lot 11995-B (Map 954) of Land Court Application 1069.

Reserving and excepting from the above Parcel B, Parcel B-2 for agricultural use and being described as follows:

PARCEL B-2
(Remaining in Zone AG-1)

Being all of Lot 20 (Map 12) and portion of Lot 11995-A-1 (Map 1210) of Land Court Application 1069 and portion of Exclusion 1 (Parcel 30-B) as shown on Map 1 of Land Court Application 1069, covered by R. P. 6971, L. C. Aw. 11216, Apana 8 to M. Kekauonohi.

Beginning at the Northwest corner of this parcel of land, being also the initial point of the above described Parcel B and on the Southeast side of North South Road (F. A. P. No. STP-8930 (3)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 2,551.05 feet South and 5,505.34 feet East and running by azimuths measured clockwise from true South:

1. 224° 54' 30" 1726.05 feet along the Southeast side of North South Road (F.A.P. No. STP-8930(3));

2. 226° 11' 20" 244.87 feet along the Southeast side of Interstate Highway (F. A. P. No. I-HI-1 (11));

3. Thence along same, on a curve to the right with a radius of 4,496.66 feet, the chord azimuth and distance being:

228° 54' 16.5" 426.10 feet;

4. 237° 38' 51" 343.17 feet along same;

5. 239° 54' 28" 243.91 feet along same;

6. 242° 57' 22" 291.94 feet along same;
7. Thence along same, on a curve to the right with a radius of 4,453.66 feet, the chord azimuth and distance being:
245° 03' 01.5" 338.85 feet;
8. 247° 13' 50" 451.34 feet along same;
9. 243° 39' 10" 400.62 feet along same;
10. 247° 13' 50" 1100.00 feet along same;
11. 252° 56' 30" 150.75 feet along same;
12. 247° 13' 50" 192.26 feet along same;
13. 244° 04' 55" 364.16 feet along same;
14. 239° 04' 23" 406.66 feet along same;
15. Thence along same, on a curve to the left with a radius of 6,587.00 feet, the chord azimuth and distance being:
239° 41' 42.1" 196.84 feet;
16. 238° 50' 20" 705.60 feet along same;
17. 242° 50' 30" 401.12 feet along same;
18. 238° 50' 20" 54.12 feet along same;
19. Thence along same, on a curve to the right with a radius of 5,939.00 feet, the chord azimuth and distance being:
243° 05' 20" 880.26 feet;
20. 247° 20' 20" 224.33 feet along same;
21. 331° 31' 246.67 feet along remainder of Lot 11995-A-1 (Map 1210) of Land Court Application 1069;
22. 67° 20' 20" 249.35 feet along same;

23. Thence along same, on a curve to the left with a radius of 5693.60 feet, the chord azimuth and distance being:

63° 05' 20" 843.89 feet;

24. 58° 50' 20" 54.12 feet along same;

25. 62° 50' 30" 401.12 feet along same;

26. 58° 50' 20" 705.60 feet along same;

27. Thence along same, on a curve to the right with a radius of 6832.40 feet, the chord azimuth and distance being:

59° 41' 42.1" 204.18 feet;

28. 59° 04' 23" 406.66 feet along same;

29. 64° 04' 55" 157.44 feet along same;

30. 323° 23' 34" 456.42 feet along same;

31. 279° 50' 30" 488.87 feet along same;

32. 285° 28' 04" 1214.18 feet along same;

33. 254° 53' 09" 33.25 feet along same;

34. 228° 45' 38" 34.99 feet along same;

35. 229° 00' 15" 47.44 feet along same;

36. 249° 58' 43" 40.12 feet along same;

37. 298° 23' 59" 43.41 feet along same;

38. Thence along same, on a curve to the right with a radius of 623.00 feet, the chord azimuth and distance being:

302° 04' 26.5" 43.83 feet;

39. 303° 13' 41" 78.87 feet along same;

40. Thence along same, on a curve to the left with a radius of 591.43 feet, the chord azimuth and distance being:
- 299° 22' 36" 262.65 feet;
41. 285° 22' 45" 85.37 feet along same;
42. Thence along same, on a curve to the right with a radius of 500.00 feet, the chord azimuth and distance being:
- 298° 24' 33.5" 225.46 feet;
43. 313° 50' 34" 184.98 feet along same;
44. 88° 44' 715.54 feet along the Northwest side of Farrington Highway;
45. 358° 44' 10.00 feet along a jog on the Northwest side of Farrington Highway;
46. 88° 44' 1143.40 feet along the Northwest side of Farrington Highway;
47. 175° 57' 49" 35.94 feet along the remainder of Lot 11995-A-1 (Map 1210) of Land Court Application 1069;
48. Thence along same, on a curve to the left with a radius of 400.00 feet, the chord azimuth and distance being:
- 169° 02' 24.5" 96.43 feet;
49. 162° 07' 47.80 feet along same;
50. 70° 51' 35" 42.49 feet along same;
51. 120° 14' 38" 95.68 feet along same;
52. 122° 52' 36" 181.78 feet along same;
53. 122° 15' 42" 97.20 feet along same;
54. 98° 57' 05" 135.98 feet along same;
55. 123° 06' 34" 89.06 feet along same;

56. 140° 55' 04" 92.63 feet along same;
57. 127° 18' 54" 136.74 feet along same;
58. Thence along same, on a curve to the left with a radius of 400.00 feet, the chord
azimuth and distance being:
124° 46' 28.5" 35.46 feet;
59. 15° 28' 114.34 feet along same;
60. Thence along same, on a curve to the left with a radius of 530.00 feet, the chord
azimuth and distance being:
91° 37' 23" 480.25 feet;
61. 144° 45' 57" 255.19 feet along same;
62. 90° 48' 30" 207.72 feet along same;
63. 85° 22' 77.60 feet along same;
64. 130° 16' 28" 63.70 feet along same;
65. 122° 14' 20" 45.84 feet along same;
66. 151° 56' 80.00 feet along same;
67. 67° 13' 50" 94.45 feet along same;
68. 53° 23' 34" 1599.46 feet along same;
69. Thence along same, on a curve to the left with a radius of 330.00 feet, the chord
azimuth and distance being:
123° 38' 18" 64.27 feet;
70. 118° 03' 49.03 feet along same;
71. Thence along same, on a curve to the left with a radius of 330.00 feet, the chord
azimuth and distance being:
105° 56' 07.5" 138.51 feet;
72. 143° 23' 34" 222.87 feet along same;

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| 73. | 62° 57' 22" | 303.96 feet along same; |
| 74. | 59° 54' 28" | 234.69 feet along same; |
| 75. | 57° 38' 51" | 323.92 feet along same; |
| 76. | 48° 54' 18" | 406.95 feet along same; |
| 77. | 46° 11' 20" | 2002.82 feet along same; |
| 78. | 149° 25' | 165.78 feet along Lot 11994 (Map 874) of Land Court Application 1069 to point of beginning and containing an area of 91.938 acre. |

PARCEL C

Being all of Lot 98-B (Map 442), Lot 10068 (Map 777), Lot 10078 (Map 785), Lot 10067-B-1-A (Map 1523) and Lot 10069-A (Map 1162) of Land Court Application 1069 and portions of Exclusions 3 and 5 as shown on Map 1 of Land Court Application 1069, covered by R.P. 6971, L. C. Aw. 11216, Apana 8 to M. Kekauonohi.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the West corner of this parcel of land, being also the South corner of Lot 10067-A-1 (Map 1372) of Land Court Application 1069 and on the Northeast side of North South Road (F.A.P. No. STP-8930(3)), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 6,420.38 feet South and 7,377.39 feet East, and running by azimuths measured clockwise from true South:

1. Along Lot 10067-A-1 (Map 1372) of Land Court Application 1069, on a curve to the left with a radius of 4,500.00 feet, the chord azimuth and distance being:

230° 46' 04" 679.55 feet;
2. 141° 36' 2,246.74 feet along same;
3. 203° 20' 213.56 feet along the Southeast side of Farrington Highway;
4. Thence along same, on a curve to the right with a radius of 1,879.86 feet, the chord azimuth and distance being:

219° 25' 1,041.58 feet;

5. 235° 30' 100.00 feet along same;
6. 145° 30' 5.00 feet along a jog on the Southeast side of Farrington Highway;
7. 235° 30' 2,348.71 feet along Southeast side of Farrington Highway;
8. 233° 22' 988.71 feet along same;
9. 323° 22' 5.00 feet along a jog on the Southeast side of Farrington Highway;
10. 233° 22' 100.00 feet along the Southeast side of Farrington Highway;
11. Thence along same, on a curve to the right with a radius of 1,879.86 feet, the chord azimuth and distance being:
251° 03' 1,142.04 feet;
12. 268° 44' 100.00 feet along same;
13. 358° 44' 5.00 feet along a jog on the Southeast side of Farrington Highway;
14. 268° 44' 1,017.56 feet along the Southeast side of Farrington Highway;
15. 358° 44' 200.00 feet along Lot 2564 (Map 273) of Land Court Application 1069;
16. 268° 44' 246.00 feet along same;
17. 334° 15' 212.18 feet along the Southwest side of Old Fort Weaver Road;
18. Thence along same, on a curve to the left with a radius of 352.00 feet, the chord azimuth and distance being:
306° 07' 30" 331.86 feet;
19. 278° 00' 407.89 feet along the South side of Old Fort Weaver Road;

20. 333° 13' 30" 276.52 feet along the Westerly side of Old Fort Weaver Road;
21. Thence along same, on a curve to the left with a radius of 1,662.10 feet, the chord azimuth and distance being:
329° 05' 45" 239.36 feet;
22. 324° 58' 101.98 feet along same;
23. Thence along same, on a curve to the right with a radius of 611.01 feet, the chord azimuth and distance being:
356° 28' 20" 638.60 feet;
24. 27° 58' 40" 338.56 feet along same;
25. 117° 58' 40" 8.00 feet along jog on the Westerly side of Old Fort Weaver Road;
26. 27° 58' 40" 98.76 feet along the Westerly side of Old Fort Weaver Road;
27. Thence along same, on a curve to the left with a radius of 749.30 feet, the chord azimuth and distance being:
23° 58' 11" 104.75 feet;
28. 289° 57' 42" 8.00 feet along a jog on the Westerly side of Old Fort Weaver Road;
29. Thence along the Westerly side of Old Weaver Road, on a curve to the left with a radius of 741.30 feet, the chord azimuth and distance being:
8° 59' 26" 282.16 feet;
30. 358° 01' 10" 240.97 feet along same;
31. Thence along same, on a curve to the right with a radius of 548.30 feet, the chord azimuth and distance being:
8° 24' 55" 197.77 feet;
32. 18° 48' 40" 472.96 feet along same;

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| 33. | Thence along same, on a curve to the left with a radius of 434.30 feet, the chord azimuth and distance being: | |
| | | 357° 34' 25" 314.64 feet; |
| 34. | 336° 20' 10" | 761.67 feet along same; |
| 35. | Thence along same, on a curve to the left with a radius of 2,317.00 feet, the chord azimuth and distance being: | |
| | | 333° 11' 05" 254.75 feet; |
| 36. | 330° 02' | 214.71 feet along same; |
| 37. | 240° 02' | 68.23 feet along the remainder of Old Fort Weaver Road and along Lot 98-D (Map 442) of Land Court Application 1069; |
| 38. | 307° 17' | 276.16 feet along Lot 98-D (Map 442) of Land Court Application 1069; |
| 39. | 285° 40' | 98.51 feet along same; |
| 40. | 265° 28' 28" | 56.70 feet along same; |
| 41. | 270° 39' 40" | 332.55 feet along same; |
| 42. | 9° 08' | 65.31 feet along the Westerly side of Fort Weaver Road (F.A.S.P. No. S-RS-0760(2)); |
| 43. | 358° 03' | 60.65 feet along same; |
| 44. | 354° 33' 30" | 60.81 feet along same; |
| 45. | 0° 41' 50" | 60.13 feet along same; |
| 46. | Thence along same, on a curve to the left with a radius of 2,090.00 feet, the chord azimuth and distance being: | |
| | | 6° 11' 34" 450.55 feet; |
| 47. | 353° 05' 40" | 104.72 feet along same; |

48. Thence along same, on a curve to the left with a radius of 2,080.00 feet, the chord azimuth and distance being:
- 351° 24' 12" 415.82 feet;
49. 345° 40' 61.22 feet along same;
50. 345° 38' 25.56" 146.14 feet along same;
51. 345° 40' 437.36 feet along same;
52. 70° 01' 10" 313.04 feet along Lot 3178-A-2 (Map 427) of Land Court Application 1069;
53. 33° 52' 151.24 feet along same;
54. 40° 52' 20" 95.49 feet along Lot 10069-B (Map 1162) of Land Court Application 1069;
55. 345° 40' 523.09 feet along same;
56. 252° 41' 171.15 feet along same;
57. 254° 51' 231.26 feet along same;
58. 260° 36' 100.91 feet along same;
59. 345° 40' 121.18 feet along the Westerly side of Fort Weaver Road (F.A.S.P. No. S-RS-0760(2));
60. 75° 55' 315.84 feet along Lot 18277 (Map 1442) of Land Court Application 1069;
61. 77° 56' 232.45 feet along same;
62. 79° 10' 215.27 feet along same;
63. 65° 52' 417.47 feet along same;
64. 58° 27' 80.13 feet along same;
65. 21° 18' 49.95 feet along same;
66. 75° 40' 834.59 feet along same;
67. 46° 41' 1,027.64 feet along same;

68. 136° 41' 3,826.56 feet along Lots 18065 and 18066 (Map 1410) of Land Court Application 1069;
69. 57° 00' 1,411.72 feet along Lot 18066 (Map 1410) of Land Court application 1069;
70. Thence along same, on a curve to the right with a radius of 2,000.00 feet, the chord azimuth and distance being:
- 61° 48' 52.5" 335.73 feet;
71. Thence along the Northeast side of North South Road (F.A.P. No. STP-8030(3)), on a curve to the left with a radius of 4,352.00 feet, the chord azimuth and distance being:
- 156° 08' 27" 1,678.78 feet;
- to the point of beginning and containing a gross area of 1,027.579 acre, and a net area of 1,026.936 acre after deducting 0.643 acre of Lot 8862-B (Map 709) of Land Court Application 1069.

Reserving and excepting from the above Parcel C, Parcel C-3 for agricultural use and being described as follows:

PARCEL C-3
(Remaining in Zone AG-1)

Being portions of Lot 10069-A (Map 1162), Lot 98-B (Map 442), Lot 10078 (Map 785) and Exclusion 5 (Map 1) of Land Court Application 1069.

Situate at Honouliuli, Ewa, Oahu, Hawaii.

Beginning at the Northeast corner of this parcel of land, being also the North corner of Lot 2564 (Map 273) of Land Court Application 1069 and on the South side of Farrington Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 801.79 feet South and 12,343.53 feet East, and running by azimuths measured clockwise from true South:

1. 358° 44' 200.00 feet along Lot 2564 (Map 273) of Land Court Application 1069;
2. 268° 44' 246.00 feet along same;

3. 334° 15' 212.18 feet along the Southwest side of Old Fort Weaver Road;
4. Thence along same, on a curve to the left with a radius of 352.00 feet, the chord azimuth and distance being:
306° 07' 30" 331.86 feet;
5. 278° 00' 407.89 feet along the South side of Old Fort Weaver Road;
6. 333° 13' 30" 276.52 feet along the Westerly side of Old Fort Weaver Road;
7. Thence along same, on a curve to the left with a radius of 1,662.10 feet, the chord azimuth and distance being:
329° 05' 45" 239.36 feet;
8. 324° 58' 101.98 feet along same;
9. Thence along same, on a curve to the right with a radius of 611.01 feet, the chord azimuth and distance being:
356° 28' 20" 638.60 feet;
10. 27° 58' 40" 338.56 feet along same;
11. 117° 58' 40" 8.00 feet along jog on the Westerly side of Old Fort Weaver Road;
12. 27° 58' 40" 98.76 feet along the Westerly side of Old Fort Weaver Road;
13. Thence along same, on a curve to the left with a radius of 749.30 feet, the chord azimuth and distance being:
23° 58' 11" 104.75 feet;
14. 289° 57' 42" 8.00 feet along a jog on the Westerly side of Old Fort Weaver Road;
15. Thence along the Westerly side of Old Weaver Road, on a curve to the left with a radius of 741.30 feet, the chord azimuth and distance being:
8° 59' 26" 282.16 feet;

16. 358° 01' 10" 240.97 feet along same;
17. Thence along same, on a curve to the right with a radius of 548.30 feet, the chord azimuth and distance being:
8° 24' 55" 197.77 feet;
18. 18° 48' 40" 472.96 feet along same;
19. Thence along same, on a curve to the left with a radius of 434.30 feet, the chord azimuth and distance being:
357° 34' 25" 314.64 feet;
20. 336° 20' 10" 761.67 feet along same;
21. Thence along same, on a curve to the left with a radius of 2,317.00 feet, the chord azimuth and distance being:
333° 11' 05" 254.75 feet;
22. 330° 02' 214.71 feet along same;
23. 240° 02' 68.23 feet along the remainder of Old Fort Weaver Road and along Lot 98-D (Map 442) of Land Court Application 1069;
24. 307° 17' 246.41 feet along Lot 98-D (Map 442) of Land Court Application 1069;
25. 9° 52' 516.16 feet along the remainders of Lot 98-B (Map 442), Exclusion 5 (Map 1) and Lot 10069-A (Map 1162) of Land Court Application 1069;
26. 356° 07' 578.70 feet along the remainder of Lot 10069-A (Map 1162) of Land Court Application 1069;
27. 356° 46' 606.95 feet along the same;
28. Thence along the remainders of Lot 10069-A (Map 1162) and Lot 10078 (Map 785) of Land Court Application 1069, on a curve to the right with a radius of 746.00 feet, the chord azimuth and distance being:
34° 46' 30" 918.74 feet;

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| 29. | 72° 47' | 294.60 feet along the remainder of Lot 10078 (Map 785) of
Land Court Application 1069; |
| 30. | 162° 36' | 166.00 feet along same; |
| 31. | Thence along same, on a curve to the left with a radius of 50.00 feet, the chord
azimuth and distance being: | |
| | 117° 36' | 70.71 feet; |
| 32. | 72° 36' | 350.50 feet along same; |
| 33. | Thence along same, on a curve to the right with a radius of 50.00 feet, the chord
azimuth and distance being: | |
| | 101° 18' 30" | 48.04 feet; |
| 34. | 130° 01' | 58.00 feet along same; |
| 35. | Thence along same, on a curve to the left with a radius of 1437.50 feet, the chord
azimuth and distance being: | |
| | 224° 12' 35.5" | 376.24 feet; |
| 36. | 288° 04' | 548.85 feet along same; |
| 37. | Thence along the remainders of Lot 10078 (Map 785) and Lot 10069-A (Map 1162) of
Land Court Application 1069, on a curve to the
left with a radius of 250.00 feet, the azimuth
and distance being: | |
| | 214° 08' 45" | 480.44 feet; |
| 38. | 140° 13' 30' | 388.67 feet along the remainder of Lot 10069-A (Map
1162) of Land Court Application 1069; |
| 39. | Thence along same, on a curve to the right with a radius of 150.00 feet, the chord
azimuth and distance being: | |
| | 154° 06' 35" | 71.99 feet; |
| 40. | 167° 59' 40" | 110.12 feet along same; |

ControlPoint Surveying, Inc.
1150 South King Street, Suite 1200
Honolulu, Hawaii 96814

41. Thence along same, on a curve to the left with a radius of 150.00 feet, the chord
azimuth and distance being:
135° 28' 50" 161.25 feet;
42. 102° 58' 92.89 feet along same;
43. Thence along same, on a curve to the left with a radius of 1437.50 feet, the chord
azimuth and distance being:
165° 10' 43" 781.99 feet;
44. 233° 43' 99.26 feet along same;
45. Thence along same, on a curve to the left with a radius of 200.00 feet, the chord
azimuth and distance being:
188° 33' 17" 283.64 feet;
46. 143° 23' 34" 342.00 feet along same;
47. Thence along same, on a curve to the right with a radius of 200.00 feet, the chord
azimuth and distance being:
165° 53' 34" 153.07 feet;
48. 188° 23' 34" 236.75 feet along same;
49. Thence along same, on a curve to the left with a radius of 305.00 feet, the chord
azimuth and distance being:
188° 25' 15" 395.05 feet;
50. 188° 23' 34" 346.30 feet along same;
51. Thence along same, on a curve to the left with a radius of 200.00 feet, the chord
azimuth and distance being:
143° 26' 47" 282.58 feet;
52. 98° 30' 36.36 feet along same;
53. Thence along same, on a curve to the left with a radius of 1337.50 feet, the chord
azimuth and distance being:
176° 33' 50" 363.81 feet;

54. 258° 44' 50" 140.20 feet along same;
55. Thence along same, on a curve to the left with a radius of 160.00 feet, the chord
azimuth and distance being:
213° 21' 21.5" 227.81 feet;
56. Thence along same, on a curve to the left with a radius of 1330.00 feet, the chord
azimuth and distance being:
155° 55' 25" 554.91 feet;
57. Thence along same, on a curve to the left with a radius of 160.00 feet, the chord
azimuth and distance being:
98° 47' 47" 226.61 feet;
58. 53° 42' 37" 181.53 feet along same;
59. Thence along same, on a curve to the left with a radius of 1337.50 feet, the chord
azimuth and distance being:
122° 03' 12.5" 689.11 feet;
60. 188° 23' 34" 157.50 feet along same;
61. Thence along same, on a curve to the left with a radius of 160.00 feet, the chord
azimuth and distance being:
143° 23' 34" 226.27 feet;
62. 98° 23' 34" 53.10 feet along same;
63. 68° 33' 195.27 feet along same;
64. 43° 56' 90.50 feet along same;
65. 98° 24' 177.40 feet along same;
66. 188° 24' 269.50 feet along same;
67. Thence along same, on a curve to the left with a radius of 200.00 feet, the chord
azimuth and distance being:
143° 24' 282.84 feet;

68. 98° 24' 96.75 feet along same;
69. 188° 23' 34" 345.61 feet along same;
70. 270° 53' 92.14 feet along same;
71. Thence along same, on a curve to the right with a radius of 400.00 feet, the chord azimuth and distance being:
287° 10' 30" 224.42 feet;
72. 303° 28' 45.60 feet along same;
73. Thence along same, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:
322° 44' 131.99 feet;
74. Thence along same, on a curve to the left with a radius of 84.00 feet, the chord azimuth and distance being:
255° 11" 167.74 feet;
75. 168° 22' 93.19 feet along same;
76. Thence along same, on a curve to the right with a radius of 36.00 feet, the chord azimuth and distance being:
237° 47' 42" 67.41 feet;
77. 307° 13' 24" 454.72 feet along same;
78. Thence along same, on a curve to the left with a radius of 350.00 feet, the chord azimuth and distance being:
299° 47' 25.5" 90.56 feet;
79. 292° 21' 27" 99.36 feet along same;
80. Thence along same, on a curve to the right with a radius of 479.00 feet, the chord azimuth and distance being:
304° 48' 43.5" 206.61 feet;

81. Thence along same, on a curve to the left with a radius of 565.00 feet, the chord azimuth and distance being:
307° 35' 190.07 feet;
82. Thence along same, on a curve to the left with a radius of 335.00 feet, the chord azimuth and distance being:
279° 00' 217.02 feet;
83. Thence along same, on a curve to the left with a radius of 130.00 feet, the chord azimuth and distance being:
229° 48' 131.18 feet;
84. Thence along same, on a curve to the right with a radius of 131.00 feet, the chord azimuth and distance being:
266° 22' 30" 240.95 feet;
85. Thence along same, on a curve to the left with a radius of 568.00 feet, the chord azimuth and distance being:
326° 22' 30" 135.98 feet;
86. Thence along same, on a curve to the left with a radius of 164.00 feet, the chord azimuth and distance being:
270° 39' 13" 246.97 feet;
87. Thence along same, on a curve to the left with a radius of 373.00 feet, the chord azimuth and distance being:
196° 09' 13" 322.97 feet;
88. Thence along same, on a curve to the left with a radius of 178.00 feet, the chord azimuth and distance being:
127° 28' 12.5" 242.93 feet;
89. Thence along same, on a curve to the right with a radius of 1868.00 feet, the chord azimuth and distance being:
92° 16' 42.5" 509.50 feet;

90. Thence along same, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:
107° 01' 48.05 feet;
91. 113° 55' 204.18 feet along same;
92. Thence along same, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:
133° 30' 134.07 feet;
93. 153° 05' 99.38 feet along same;
94. Thence along same, on a curve to the left with a radius of 200.00 feet, the chord azimuth and distance being:
142° 29' 73.58 feet;
95. 131° 53' 23.15 feet along same;
96. Thence along same, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:
146° 41' 30" 102.23 feet;
97. 161° 30' 36.88 feet along same;
98. 160° 16' 36" 81.26 feet along same;
99. Thence along same, on a curve to the right with a radius of 200.00 feet, the chord azimuth and distance being:
165° 27' 48" 36.16 feet;
100. Thence along same, on a curve to the left with a radius of 275.00 feet, the chord azimuth and distance being:
150° 39' 50" 187.99 feet;
101. Thence along same, on a curve to the left with a radius of 337.90 feet, the chord azimuth and distance being:
140° 02' 52" 114.25 feet;
102. 140° 57' 30" 297.12 feet along same;

103. 224° 17' 12" 57.71 feet along same;
104. 178° 44' 186.71 feet along same;
105 268° 44' 313.72 feet along the South side of Farrington Highway to
the point of beginning and containing an area
of 131.162 acres.



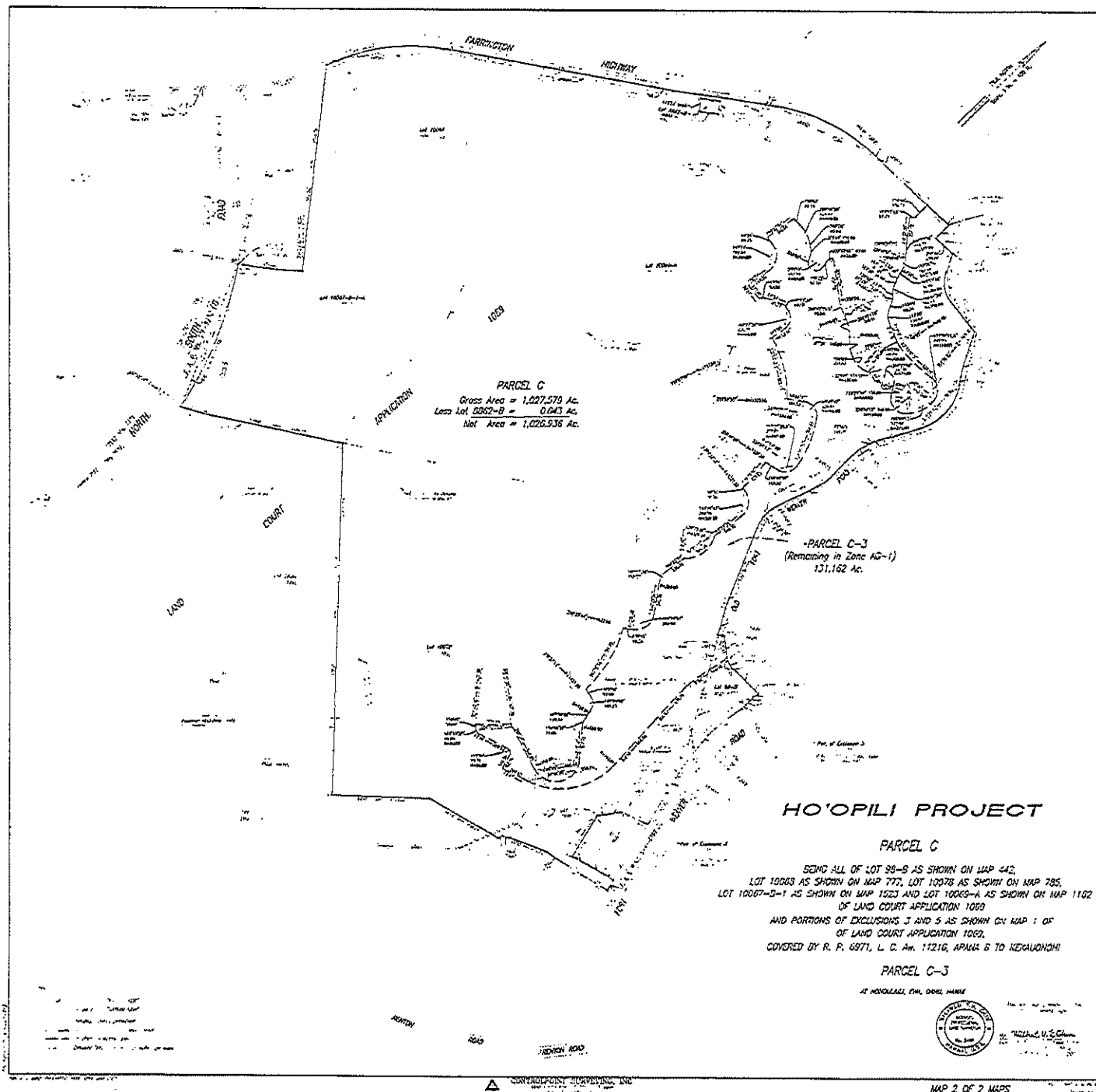
March 11, 2015
Honolulu, Hawaii

Wilfred Y. K. Chin

Wilfred Y. K. Chin

Licensed Professional Land Surveyor
Certificate Number 3499
License Expires April 30, 2016

Tax Map Key: 9-1-017: 004, 059 & 072; 9-1-018: 001 & 004; and 9-1-017: 004, 059 & 072



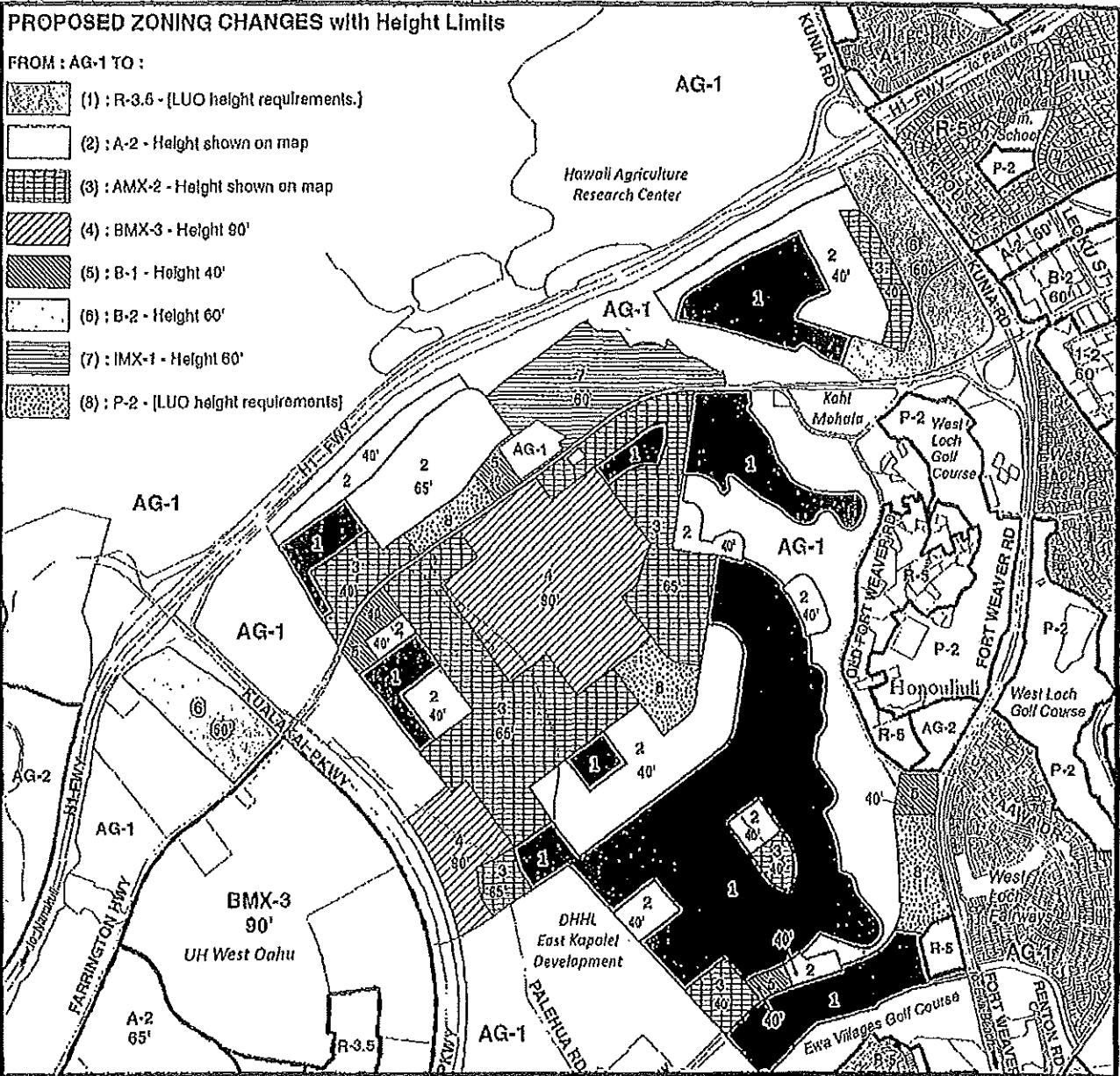
ATTACHMENT A-2 – ZONING MAP

See attached.

PROPOSED ZONING CHANGES with Height Limits

FROM : AG-1 TO :

- (1) : R-3.5 - [LUO height requirements]
- (2) : A-2 - Height shown on map
- (3) : AMX-2 - Height shown on map
- (4) : BMX-3 - Height 80'
- (5) : B-1 - Height 40'
- (6) : B-2 - Height 60'
- (7) : IMX-1 - Height 60'
- (8) : P-2 - [LUO height requirements]



PORTION OF EXISTING ZONING MAP # 12 (EWA BEACH - IROQUOIS POINT) & ZONING MAP # 13 - (MAKAKILO)

Land situated South of the H-1 Freeway adjacent to Kualakal Parkway, between Kunia Road and the Old Fort Weaver Road and ending North of the Ewa Villages Golf Course.

APPLICANT: D. R. HORTON - SCHULER HOMES, LLC
TAX MAP KEY(S): 9-1-017: 004 (por.), 059 (por.), and 072 (por.)
 9-1-018: 001 (por.), and 004 (por.)

FOLDER NO.: 2014/Z-5

LAND AREA: 1,289 Acres (Approx.)

PREPARED BY: DEPARTMENT OF PLANNING AND PERMITTING
 CITY AND COUNTY OF HONOLULU

PUBLIC HEARING: PLANNING COMMISSION CITY COUNCIL

2014/Z-5



0 1,000 2,000
 1 INCH = 2000 FEET



ATTACHMENT A-3 – AFFORDABLE HOUSING CONDITION

See attached.

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances,

Doc T-9254221
CT AS LISTED HEREIN
May 04, 2015 3:29 PM

Rich A. M.
Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii

Doc A-56020836

May 04, 2015 3:29 PM

LAND COURT SYSTEM

REGULAR SYSTEM

AFTER RECORDATION: RETURN BY MAIL () PICK UP (X)

Case Lombardi & Pettit (DML)
Pacific Guardian Center, Mauka Tower
737 Bishop Street, Suite 2600
Honolulu, Hawai'i 96813

(808) 547-5400

Tax Map Key Nos.: (1) 9-1-017:004, 059 and 072; (1) 9-1-
018:001 and 004

Total Pages: _____

UNILATERAL AGREEMENT AND DECLARATION FOR CONDITIONAL ZONING

THIS INDENTURE (hereinafter referred to as "Unilateral Agreement" or "Declaration"),
entered into this 4th day of May, 2015, by D.R. HORTON -
SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-
SCHULER DIVISION, whose principal place of business is 130 Merchant Street, Suite 112,
Honolulu, Hawai'i 96813 (hereinafter, the "Declarant");

WITNESSETH:

WHEREAS, the Declarant is the owner in fee simple of those certain parcels of land
situated at East Kapolei, District of Ewa, City and County of Honolulu, State of Hawai'i,
consisting of approximately 1,531 acres, described as Tax Map Key Nos. (1) 9-1-017:004, 059 and
072 and (1) 9-1-018:001 and 004, and more particularly described in Exhibit A attached hereto

EXHIBIT B

and incorporated herein by reference (the "Property"), and desires to make the Property subject to this Unilateral Agreement; and

WHEREAS, the Declarant plans to develop a new master-planned, mixed-use community on the Property (the "Ho'opili Project"); and

WHEREAS, the City Council (the "Council") of the City and County of Honolulu (the "City"), pursuant to the provisions of the Land Use Ordinance ("LUO"), Revised Ordinances of Honolulu 1990 ("ROH"), Section 21-2.80, as amended, relating to conditional zoning, is considering a change in zoning under the LUO of the Property from AG-1 Restricted Agricultural District to the P-2 General Preservation District, R-3.5 Residential District, A-2 Medium-Density Apartment District (with 40- and 65-foot height limit), AMX-2 Medium-Density Mixed Use Apartment District (with 40- and 65-foot height limit), B-2 Community Business District (with a 60-foot height limit), B-1 Neighborhood Business District, BMX-3 Community Business Mixed Use District (with a 90-foot height limit) and IMX-1 Industrial-Commercial Mixed Use District (with a 60-foot height limit); and

WHEREAS, the portion of the Property subject to the zone change, consisting of approximately 1,289 acres, is depicted as the areas proposed for zone changes on the portion of Zoning Map No. 12 and Zoning Map No. 13 attached hereto as Exhibit B and incorporated herein by reference, and more particularly described in Exhibit C attached hereto and incorporated herein by reference (the "Project Site");

WHEREAS, a public hearing regarding the change in zoning, Bill 3 (2015), was held by the Council on March 11, 2015; and

WHEREAS, the Council recommended by its Zoning and Planning Committee Report No. 165 that said zone change be approved, subject to the following conditions contained in this

Declaration to be made pursuant to the provisions of ROH Section 21-2.80, as amended, relating to conditional zoning, and to become effective on the effective date of the zoning ordinance approving the change of zoning (the "Rezoning Ordinance");

NOW, THEREFORE, the Declarant hereby covenants and declares as follows for the portion of the Property described as the Project Site:

1. Affordable Housing. Prior to residential subdivision approval, or residential building permit approval, whichever comes first, the Declarant shall execute an agreement to participate in an affordable housing plan acceptable to the Department of Planning and Permitting (the "DPP") and in accordance with the adopted rules. The agreement shall provide no less than thirty percent (30%) of the total residential units in the Ho'opili Project to be affordable housing units; provided that, said percentage shall be adjusted for credits earned by Declarant for affordable housing commitments made pursuant to the aforesaid adopted rules. Additionally:

- a. Declarant or its designee shall be required to deliver the equivalent under the aforesaid adopted rules of:
 - i) Ten percent (10%) of the total number of residential units in the Ho'opili Project to affordable households with incomes up to and including eighty percent (80%) of area median income using U.S. Department of Housing and Urban Development ("HUD") standards adjusted for family size for the City and County of Honolulu ("AMI"); provided, that, twenty percent (20%) of the aforesaid number of units in this paragraph (i) shall be rental units pursuant to applicable City and County of Honolulu guidelines and rules; and

- ii) Twenty percent (20%) of the total number of residential units in the Ho'opili Project to affordable households with incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI.
- b. Affordable dwelling units designated for sale to households with incomes up to and including eighty percent (80%) of AMI shall be marketed for sale to such households for a period of one hundred twenty (120) days ("First Marketing Period") at prices affordable to such households; provided that if, at the end of the First Marketing Period, construction of the affordable dwelling unit has commenced and Developer has been unable to obtain a contract for sale of the unit to a qualified purchaser, then the affordable dwelling unit may be marketed to persons with household incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI at prices affordable to such households for a period of one hundred twenty (120) days ("Second Marketing Period"). If, following the Second Marketing Period, Developer has been unable to obtain a contract for the sale of the affordable dwelling unit to a qualified purchaser, then the affordable dwelling unit may be marketed to persons with household incomes between one hundred twenty percent (120%) and one hundred forty percent (140%) of AMI at prices affordable to such households for a period of one hundred twenty (120) days ("Third Marketing Period"). If, following the Third Marketing Period, the Developer has been unable to obtain a contract for the sale of the affordable dwelling unit to a qualified purchaser the affordable

dwelling unit may be sold to the general public free of the restrictions in the Affordable Housing Condition relating to the income level of the household of the purchaser, but not free from any of the other restrictions of the Affordable Housing Condition, and applicable rules.

- c. Affordable dwelling units designated for sale to households with incomes between eighty-one percent (81%) and one hundred twenty percent (120%) of AMI shall be marketed for sale to such persons at prices affordable to such households for a period of one hundred twenty (120) days. If, following this initial one hundred twenty (120) day period, the Developer has been unable to obtain a contract for the sale of the affordable dwelling unit to a qualified purchaser, then the affordable dwelling unit may be marketed to persons with household incomes between one hundred twenty percent (120%) and one hundred forty percent (140%) of AMI at prices affordable to such households for a period of one hundred twenty (120) days. If, following this second one hundred twenty (120) day period, Developer has been unable to obtain a contract for sale of the unit to a qualified purchaser, then the affordable dwelling unit may be sold to the general public free of the restrictions in the Affordable Housing Condition relating to the income level of the household of the purchaser, but not free from any of the other restrictions of the Affordable Housing Condition and applicable rules.
- d. Developer shall receive full credit for all affordable dwelling units constructed, sold or rented pursuant to these provisions and applicable rules.

EXHIBIT A – AFFORDABLE HOUSING UNIT EQUIVALENT FACTOR TABLE

FACTOR TABLE

TYPE	0-BR/ 1-BA	1-BR/ 1-BA	2-BR/ 1-BA	2BR/ 1.5BA	2-BR/ 2-BA	3-BR/ 1.5-BA	3-BR/ 2-BA	3+BR/ 2+BA
FACTOR	0.68	0.81	0.92	1.00	1.08	1.16	1.28	1.44

To the extent any portion of the Property is designated as being within a transit oriented development zone, as adopted under Chapter 21, Revised Ordinances of Honolulu, the following Factor Table shall apply to dwelling units constructed or to be constructed in such zone, subject to approval by the Director and effective upon approval by the Director of an appropriate amendment to the Plan to reflect the change in affordable equivalent units applicable to for-sale dwelling units sold or to be sold in such zone and rental dwelling units constructed or to be constructed in such zone:

FACTOR TABLE FOR TRANSIT ORIENTED DEVELOPMENTS

TYPE	0-BR/ 1-BA	1-BR/ 1-BA	2-BR/ 1-BA	2BR/ 1.5BA	2-BR/ 2-BA	3-BR/ 1.5-BA	3-BR/ 2-BA	3+BR/ 2+BA
FACTOR	0.86	1.12	1.34	1.50	1.66	1.82	2.06	2.38

**EXHIBIT B – PLAN FOR SATISFYING THE AFFORDABLE HOUSING CONDITION &
IMPLEMENTATION SCHEDULE
(Subject to Change and Modifications)**

Assuming full build-out of the Project by Developer, Developer intends to construct approximately 11,750 residential units in the Project, requiring pursuant to the Affordable Housing Condition, delivery of approximately THREE THOUSAND FIVE HUNDRED TWENTY-FIVE (3,525) Affordable Equivalent Units (the "Required Affordable Housing Delivery Obligation").

Developer currently contemplates satisfying the Required Affordable Housing Delivery Obligation through the production of for-sale and rental affordable housing units by Developer and others on lands within the Project consisting of dwelling units of varying sizes and configurations. Each affordable housing unit will be constructed at the Project generally concurrently with the market housing at the Project. As development of the Project progresses, Developer shall provide a more detailed timeline regarding the delivery schedule of the entire residential component of the Project and specific calculations as to how the 3,525 Affordable Equivalent Units will be achieved.

Developer's preliminary Plan for Satisfying the Affordable Housing Condition and Implementation Schedule for the Project, which Plan is subject to change and modifications, is as follows:

Phase No.	Single Family	Multi-Family	Total Residential Units	Estimated No. of Affordable Units*	% of Affordable Units	Projected 1st Closing	Projected Build Out
Phase 1A	395	305	700	140-210	20%-30%	2017	2023
Phase 1B	199	3,139	3,338	668-1,001	20%-30%	2019	2029
Phase 1C	348	2,381	2,729	819	30%	2025	2035
Phase 2	1,345	3,638	4,983	1,495-1,993	30%-40%	2027	2037
TOTALS	2,287	9,463	11,750	3,525			

*Developer's Affordable Housing Obligation of approximately 3,525 Affordable Equivalent Units is based on a projected total build out of 11,750 residential units. The total number of affordable residential units to be developed within the Project will be based on the total number of residential units actually constructed in the Project, provided that the calculation of Affordable Equivalent Units, shall be based on the Factor Table, adjusted where appropriate, as provided in the Agreement.

EXHIBIT C – AFFORDABLE HOUSING ELIGIBILITY FORM
(For Sale Units)

AFFORDABLE HOUSING ELIGIBILITY FORM			
Buyer's Name(s): _____ _____			
Name of Community: _____			
Project Name: _____			
Sales Lot/Unit No.: _____			
Address of Unit: _____ <div style="display: flex; justify-content: space-between; font-size: small; margin-top: 5px;">NumberStreet NameUnit. No.</div>			
Tax Map Key w/ HPR: _____			
Unit Size: _____ bedrooms _____ baths			
Sales Price (at Closing): \$ _____			
Date of Closing: _____			
Buyers' (Grantee's) Gross Income: \$ _____			
Total Estimated Household Gross Income: \$ _____ (if different from above) <i>(Includes income of buyers and any additional employed members of the household.)</i>			
Buyer's Income Group: _____ %			
Household Size: _____			
<u>I hereby certify that I am a citizen of the United States of America or a resident alien; I am at least 18 years of age; I reside in the State of Hawaii and intend to reside in the Unit; I do not have a majority interest in lands suitable for dwelling purposes; and I have not previously received assistance with the purchase of an affordable housing unit from any State or county affordable housing program.</u>			
<u>I also certify that the information I have provided and disclosed are true and correct, to the best of my knowledge.</u>			
_____ Buyer's Signature		_____ Date	
_____ Buyer's Signature		_____ Date	
<i>This submittal partially satisfies Condition 1 of the Unilateral Agreement and Declaration for Condition Zoning dated May 4, 2015.</i>			

EXHIBIT D – AFFORDABLE HOUSING ELIGIBILITY FORM
(For Rentals)

AFFORDABLE HOUSING ELIGIBILITY FORM			
Renter's Name(s):	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Name of Community:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Project Name:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Unit No.:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Address of Unit:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
	Number	Street Name	Unit. No.
Tax Map Key w/ HPR:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Unit Size:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> bedrooms <div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> baths		
Rental Price:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> \$		
Rental Period:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Renters' Gross Monthly Income:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> \$		
Total Estimated Household Gross Income:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> \$ (if different from above) <i>(Includes income of renters and any additional employed members of the household.)</i>		
Renter's Income Group:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div> %		
Household Size:	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
<p><u>I hereby certify that I am a citizen of the United States of America or a resident alien; I am at least 18 years of age; I reside in the State of Hawaii and intend to reside in the Unit; I do not have a majority interest in lands suitable for dwelling purposes; and I have not previously received assistance with the purchase of an affordable housing unit from any State or county affordable housing program.</u></p> <p><u>I also certify that the information I have provided and disclosed are true and correct, to the best of my knowledge.</u></p>			
Renter's Signature	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Date	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Renter's Signature	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
Date	<div style="border-bottom: 1px solid black; height: 1.2em; width: 100%;"></div>		
<p><i>This submittal partially satisfies Condition 1 of the Unilateral Agreement and Declaration for Condition Zoning dated May 4, 2015.</i></p>			

**EXHIBIT E – INCOME VERIFICATION FORM
(For Sale Units)**

To be updated annually to reflect the current Department of Planning and Permitting Annual Incomes

INCOME VERIFICATION FORM

Name of Buyer(s): _____

Community Name: _____

Project Name: _____

Unit or Lot No.: _____

Household Size: _____

This is to verify that based on the information provided as part of the above purchaser's financial/loan application, I certify that the above buyer's household gross annual income is

\$_____ and the sales price of the unit is \$_____.

Submitted by:

Authorized Agent

Date

(Name of Company)

This information is released to developer pursuant to paragraph ____ of the Purchaser's Deposit Receipt and Sales Agreement.

This section to be completed by *developer*

INCOME CLASSIFICATION: _____

**DPP ANNUAL INCOME LIMITS BY TARGET GROUP AND HOUSEHOLD SIZE
Effective March 28, 2016**

Family Size:	1	2	3	4	5	6	7	8
80%	\$56,350	\$64,400	\$72,450	\$80,450	\$86,900	\$93,350	\$99,800	\$106,200
100%	\$70,400	\$80,500	\$90,500	\$100,500	\$108,800	\$119,400	\$130,100	\$140,700
120%	\$84,540	\$96,560	\$108,630	\$120,630	\$130,500	\$143,280	\$156,090	\$168,860
140%	\$98,620	\$112,650	\$126,730	\$140,730	\$152,250	\$167,150	\$182,100	\$197,000

**EXHIBIT F – INCOME VERIFICATION FORM
(For Rentals)**

To be updated annually to reflect the current Department of Planning and Permitting Annual Incomes

INCOME VERIFICATION FORM

Name of Renter(s): _____

Community Name: _____

Project Name: _____

Unit No.: _____

Family Size: _____

This is to verify that based on the information provided as part of the above renter's rental application, I certify that the above renter's household gross monthly income is

\$_____ and the rental price of the unit is \$_____.

Submitted by:

Authorized Agent

Date

(Name of Company)

This information is released to developer pursuant to paragraph ____ of the Renter's Rental Agreement.

This section to be completed by *developer*

INCOME CLASSIFICATION: _____

**DPP ANNUAL INCOME LIMITS BY TARGET GROUP AND HOUSEHOLD SIZE
Effective March 28, 2016**

Family Size:	1	2	3	4	5	6	7	8
80%	\$56,350	\$64,400	\$72,450	\$80,450	\$86,900	\$93,350	\$99,800	\$106,200
100%	\$70,400	\$80,500	\$90,500	\$100,500	\$108,800	\$119,400	\$130,100	\$140,700
120%	\$84,540	\$96,560	\$108,630	\$120,630	\$130,500	\$143,280	\$156,090	\$168,860
140%	\$98,620	\$112,650	\$126,730	\$140,730	\$152,250	\$167,150	\$182,100	\$197,000

CASE LOMBARDI & PETTIT

A LAW CORPORATION

Lissa H. Andrews
David G. Brittin
Lisa K. Broulik
Michelle J. Chapman
James M. Cribley
Stacey W.E. Foy
Adelbert Green
Michael L. Lam

Dennis M. Lombardi†
Michael R. Marsh
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Maria Amparo Vanaclocha Berti

Of Counsel
John R. Dwyer, Jr.
Gregory M. Hansen
Frederick W. Rohlfling III

† A Law Corporation
Daniel H. Case (1925-2016)

May 20, 2020

Ms. Kathy Sokugawa, Acting Director
Department of Planning and Permitting
City and County of Honolulu
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

Attention: Mr. Eugene Takahashi, Ms. Lin Wong and Ms. Adrian Siu-Li

Re: Ho'opili
D.R. Horton Hawaii LLC (fka D.R. Horton-Schuler Homes, LLC) ("DRH")
Affordable Housing Plan Agreement dated May 9, 2016 and Ho'opili Affordable
Housing Plan Implementation Schedule for Initial Residential Communities Thru
Phase 13 (as of April 8, 2019); Haloa at Ho'opili (Ho'opili Phase 1, Parcel 2)
Affordable Home Implementation and Marketing Plan dated February 22, 2017,
Revised July 17, 2017; and 'Akoko at Ho'opili (Ho'opili Phase 1A, Parcel 7)
Affordable Home Implementation and Marketing Plan dated October 25, 2017
(collectively "Ho'opili Affordable Housing Plan")

Dear Ms. Sokugawa:

Pursuant to the Ho'opili Affordable Housing Plan, I have attached for the Department of Planning and Permitting's ("DPP") records spreadsheets reflecting affordable homes at Haloa at Ho'opili and Akoko at Ho'opili conveyed through December 31, 2019. Copies of the deeds conveying the affordable homes at Haloa and Akoko have been previously provided to DPP.

All designated affordable units under the Haloa Implementation Plan and 'Akoko Implementation Plan have been sold to qualified purchasers in accordance with the step-up marketing plan contemplated under the Ho'opili Affordable Housing Plan. In accordance with those collective implementation and marketing plans, DRH anticipates that:

1. 99.84 affordable credits allocated 81.00 < 80% credits and 18.84 < 120% credits, will be awarded for sales at Haloa; and
2. 56.64 affordable credits, allocated to 80% credits will be awarded for affordable sales at Akoko.

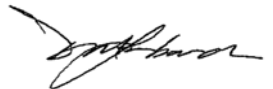
Department of Planning and Permitting
City and County of Honolulu
May 20, 2020
Page 2

Please note that no affordable homes at Kohina at Ho'opili and 'Ilima at Ho'opili were conveyed as of December 31, 2019.

If you have any questions or comments, please feel free to contact me.

Very truly yours,

CASE LOMBARDI & PETTIT

A handwritten signature in black ink, appearing to read 'Dennis M. Lombardi', is positioned above the printed name.

Dennis M. Lombardi

DML/co
Encls.
cc: D.R. Horton Hawaii LLC
22594/289/3285660.2

AKOKO AT HO'OPI LI AFFORDABLE UNIT LOG (10 YEAR BUY-BACK)

HO'OPI LI
2019 Annual Report to County

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document #	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120	120	120									
			Days + 1 Day	Days + 1 Day	Days + 1 Day									
401 (A201)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2018	10/12/18 / Park	January 14, 2018 (80%)	2	May 30, 2019	T-10741182	May 29, 2029		1.08 (80%)	10/2/2019
402 (B101)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	10/4/18 / DeJesus	October 24, 2018 (80%)	3	February 15, 2019	T-10637057	February 14, 2029		1.28 (80%)	10/2/2019
403 (A101)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	11/5/18 / Sohl	December 7. 2018 (80%)	2	February 15, 2019	T-10637055	February 14, 2029		1.08 (80%)	10/2/2019
404 (B201)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	12/7/18 / Iona e	December 27, 2018 (80%)	4	May 9, 2019	T-10720133	May 8, 2029		1.28 (80%)	10/2/2019
405 (A301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	1/4/19 / Fong	February 2.2019 (120%)	2	March 20, 2019	T-10670091	March 19, 2029		1.08 (80%)	10/2/2019
406 (B301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	10/9/18 / Camero	January 8, 2018 (80%)	4	February 15, 2019	T-10637059	February 14, 2029		1.28 (80%)	10/2/2019
407 (A301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	11/20/18/ Isabelo	November 26,2018 (80%)	5	February 13, 2019	T-10635081	February 12, 2029		1.08 (80%)	10/2/2019
408 (B301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	10/29/18 / Williams	December 27, 2018 (80%)	3	February 28, 2019	T-10650198	February 27, 2029		1.28 (80%)	10/2/2019
501 (A201)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/15/18 / Rebaonte	August 24, 2018 (80%)	2	February 1, 2019	T-10623026	January 31, 2029		1.08 (80%)	10/2/2019
502 (B101)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/27/18 / Blakemore	October 25, 2018 (80%)	6	December 31, 2018	T-10591075	December 30, 2028		1.28 (80%)	10/2/2019
503 (A101)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	9/18/18 / Acosta & Ancho	October 10, 2018 (80%)	4	January 24, 2019	T-10615053	February 12, 2029		1.08 (80%)	10/2/2019
504 (B201)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/15/18 / Alvarez	September 24, 2018 (80%)	5	December 28, 2018	T-10588151	December 27, 2028		1.28 (80%)	10/2/2019
505 (A301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	12/3/18 / Kapule	December 18, 2018 (120)	2	February 1, 2019	T-10623030	January 31, 2029		1.08 (80%)	10/2/2019
506 (B301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/27/18 / Miyamoto	September 12, 2018 (80%)	4	January 24, 2019	T-10615047	January 23, 2029		1.28 (80%)	10/2/2019
507 (A301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	11/13/18 / Matsumura	December 21, 2018 (80%)	1	December 28, 2018	T-10588153	December 27, 2028		1.08 (80%)	10/2/2019
508 (B301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/27/18 / Medina	December 21, 2018 (120%)	4	February 8, 2019	T-10630133	February 7, 2029		1.28 (80%)	10/2/2019
601 (A201)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/19/18/ Cruz	November 19, 2018 (80%)	4	March 20, 2019	T-10670094	March 19, 2029		1.08 (80%)	10/2/2019
602 (B101)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Ho & Pham	August 15, 2018 (80%)	4	January 11, 2019	T-10602055	January 10, 2029		1.28 (80%)	10/2/2019
603 (A101)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Fuauli	August 9, 2018 (80%)	5	November 19, 2018	T-10549084	November 18, 2028		1.08 (80%)	10/2/2019
604 (B201)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Galon	August 15, 2018 (80%)	5	November 21, 2018	T-10551130	November 20, 2028		1.28 (80%)	10/2/2019
605 (A301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	11/8/18 / Manuel	December 5, 2018 (120%)	4	January 24, 2019	T-10615137	January 23, 2029		1.08 (80%)	10/2/2019

AKOKO AT HO'OPI LI AFFORDABLE UNIT LOG (10 YEAR BUY-BACK)

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document #	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120% 120	<140% 120										
			Days + 1 Day	Days + 1 Day	Days + 1 Day									
606 (B301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Borges	August 22,2018 (80%)	5	February 12, 2019	T-10634053	February 11, 2029		1.28 (80%)	10/2/2019
607 (A301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	8/7/18 / Cabico	November 20, 2018 (80%)	5	November 28, 2018	T-10558074	November 27, 2028		1.08 (80%)	10/2/2019
608 (B301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Boyd & Wolfe	August 22, 2018 (80%)	4	November 30, 2018	T-10560090	November 29, 2028		1.28 (80%)	10/2/2019
701 (A201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/5/17 / Bautista	May 1, 2018 (120%)	2	September 28, 2019	T-10497182	September 27, 2029		1.08 (80%)	10/2/2019
702 (B101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/2/17 / Cablay	May 1, 2018 (80%)	4	September 6, 2018	T-10475106	September 5, 2028		1.28 (80%)	10/2/2019
703 (A101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	1/11/18 / Gacula	April 11, 2018 (80%)	2	September 21, 2018	T-10490189	September 20, 2028		1.08 (80%)	10/2/2019
704 (B201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18 / Huang/Chen	March 12, 2018 (80%)	5	September 14, 2018	T-10483129	September 13, 2028		1.28 (80%)	10/2/2019
705 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/13/18 / Bautista	April 23, 2018 (120%)	2	September 19, 2018	T-10488107	September 18, 2028		1.08 (80%)	10/2/2019
706 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Bagara	April 23, 2018 (120%)	5	October 2, 2018	T-10501064	October 1, 2028		1.28 (80%)	10/2/2019
707 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/19/18/ Brunson	July 18, 2018/ (120%)	2	October 26, 2018	T-10525131	October 25, 2028		1.08 (80%)	10/2/2019
708 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18 / Fang	April 19, 2018 (80%)	4	September 21, 2018	T-10490101	September 20, 2028		1.28 (80%)	10/2/2019
801 (A201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18/ Eyo	June 7, 2018 (80%)	2	August 22, 2018	T-10460074	August 21, 2028		1.08 (80%)	11/13/2018
802 (B101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/2/17/ Tabarejo	January 8, 2018 (80%)	4	August 16, 2018	T-10454168	August 15, 2028		1.28 (80%)	11/13/2018
803 (A101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	1/23/18/ Otanés	April 3, 2018 (80%)	2	August 30, 2018	T-10468113	August 29, 2028		1.08 (80%)	11/13/2018
804 (B201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/2/17/ Mitchell	March 29, 2018 (80%)	4	September 6, 2018	T-10475176	September 5, 2028		1.28 (80%)	11/13/2018
805 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18/ Kapileo	May 16, 2018 (120%)	4	September 13, 2018	T-10482140	September 12, 2028		1.08 (80%)	10/2/2019
806 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18/ Estrella	April 23, 2018 (120%)	4	September 27, 2018	T-10496109	September 26, 2028		1.28 (80%)	11/13/2018
807 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18/ Hoohuli	June 7, 2018 (120%)	4	September 14, 2018	T-10483133	September 13, 2028		1.08 (80%)	10/2/2019
808 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18/ Vega	May 16, 2018 (120%)	4	September 14, 2018	T-10483131	September 13, 2028		1.28 (80%)	10/2/2019
901 (A201)	November 20, 2018		March 21, 2019	July 20, 2019	November 18, 2019	8/20/19 / Shirokane	August 20, 2019 (120%)	2	September 13, 2019	T-10847185	September 12, 2029		1.08 (80%)	10/2/2019
902 (B101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/5/17/ Iosefa/Balasi	March 12, 2018 (80%)	5	June 20, 2018	T-10397089	June 19, 2028		1.28 (80%)	11/13/2018
903 (A101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	1/4/18/ Antonio/Makinano	January 12, 2018 (80%)	4	June 15, 2018	T-10392052	June 14, 2028		1.08 (80%)	11/13/2018
904 (B201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18/ Thomas	May 16, 2018 (120%)	5	6/22/2018	T-10399222	6/21/2028		1.28 (80%)	11/13/2018

AKOKO AT HO'OPI LI AFFORDABLE UNIT LOG (10 YEAR BUY-BACK)

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document #	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120	120	120									
			Days + 1 Day	Days + 1 Day	Days + 1 Day									
905 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18/ Manalo	May 31, 2018 (120%)	3	7/31/2018	T-10438179	7/30/2028		1.08 (80%)	10/2/2019
906 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	3/20/18/ Lampitoc	May 15, 2018 (120%)	4	6/15/2018	T-10392054	6/14/2028		1.28 (80%)	11/13/2018
907 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/16/18/ Pagan	May 18, 2018 (120%)	3	6/22/2018	T-10399220	6/21/2028		1.08 (80%)	11/13/2018
908 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Redulla/ Ilagan	April 20, 2018 (120%)	6	6/28/2018	T-10405087	6/27/2028		1.28 (80%)	11/13/2018

Total Affordable Credits Reported to County (to date):56.64

Required Affordable Credits for 'Akoko:56.64

Remaining Affordable Credits to be Produced:0

HALOA AT HO'OPILI AFFORDABLE UNIT LOG (10 YEAR BUY-BACK)

HO'OPILI
2019 Annual Report to County

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document #	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120 Days + 1 Day	120 Days + 1 Day	120 Days + 1 Day									
501 A201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 7, 2017/ Amigo	November 20, 2017 (120%)	4	April 5, 2018	T-10321191	April 4, 2028		1.08 (80%)	11/19/18
502 B101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 11, 2017/ Lujan	December 4, 2017 (80%)	6	April 27, 2018	T-10343073	April 26, 2028		1.28 (80%)	11/19/18
503 A101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 21, 2017/ Hancock	October 10, 2017 (80%)	2	April 6, 2018	T-10322133	April 5, 2028		1.08 (80%)	11/19/18
504 B201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	12/2/17/ Sabado	February 16, 2018 (120%)	5	April 11, 2018	T-10327142	April 10, 2028		1.28 (80%)	11/19/18
505 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 30, 2017/ Garcia	March 13, 2018 (120%)	1	April 12, 2018	T-10328109	April 11, 2028		1.08 (80%)	11/19/18
506 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 8, 2017/ Tominiko	December 8, 2017 (120%)	5	April 19, 2018	T-10335135	April 18, 2028		1.28 (80%)	11/19/18
507 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 30, 2017/ Maglaya	December 7, 2017 (120%)	1	April 17, 2018	T- 10333063	April 16, 2028		1.08 (80%)	11/19/18
508 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 19, 2017/ Idica	October 27, 2017 (120%)	5	April 4, 2018	T-10320112	April 3, 2028		1.28 (80%)	11/19/18
601 A201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 17, 2017/ Centino	October 27, 2017 (120%)	2	March 21, 2018	T-10306033	March 20, 2028		1.08 (80%)	11/19/18
602 B101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	July 17, 2017/ Vierra	January 29, 2018 (80%)	5	March 16, 2018	T-10301006	March 15, 2028		1.28 (80%)	11/19/18
603 A101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Guzman/Lewis	January 31, 2018 (120%)	2	March 7, 2018	T-10292019	March 6, 2028		1.08 (80%)	11/19/18
604 B201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Park	October 9, 2017 (80%)	3	March 7, 2018	T-10292017	March 6, 2028		1.28 (80%)	11/19/18
605 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 17, 2017/ Yutaka	January 18, 2018 (120%) [Amendment - 120%]	3	March 6, 2018	T- 10291024	March 5, 2028		1.08 (80%)	11/19/18
606 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 7, 2017/ Paulsen	November 30, 2017 (120%)	3	March 7, 2018	T-10292015	March 6, 2028		1.28 (80%)	11/19/18
607 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 13, 2017/ Ramirez	December 8, 2017 (120%)	4	March 7, 2018	T-10292013	March 6, 2028		1.08 (80%)	11/19/18
608 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 5, 2017/ Reilly	March 6, 2018 (120%)	4	March 16, 2018	T-10301008	March 15, 2028		1.28 (80%)	11/19/18
701 A201		May 24, 2018				June 25, 2018/ Murakami	August 16, 2018 (120%)		October 9, 2018	T10508061	October 8, 2028		1.08 (120%)	11/19/18
702 B101		March 13, 2017		July 12, 2017	November 10, 2017	March 21, 2017/ Carmack	April 28, 2017 (120%)	4	September 14, 2017	T-10118063	September 14, 2027		1.28 (120%)	02/22/18
703 A101	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	March 21, 2017/ Robinson	July 20, 2017 (80%)	3	September 16, 2017	T-10130138	September 16, 2027		1.08 (80%)	02/22/18
704 B201	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	April 10, 2017/ Irwin	August 11, 2017 (120%)	4	September 15, 2017	T-10119061	September 15, 2027		1.28 (80%)	02/22/18
705 A301	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	August 23, 2017/ Nomura	September 8, 2017 (80%)	3	September 28, 2017	T-10132114	September 28, 2027		1.08 (80%)	02/22/18

HALOA AT HO'OPILI AFFORDABLE UNIT LOG (10 YEAR BUY-BACK)

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document #	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120 Days + 1 Day	120 Days + 1 Day	120 Days + 1 Day									
706 B301		March 13, 2017		July 12, 2017	November 10, 2017	March 21, 2017 / Pantorilla	May 19, 2017 (120%)	4	September 22, 2017	T-10126145	September 22, 2027		1.28 (120%)	02/22/18
707 A301	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	August 5, 2017/ Ancho	September 12, 2017 (120%)	3	September 29, 2017	T-10133279	September 29, 2027		1.08 (80%)	02/22/18
708 B301	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	May 17, 2017/ Akau/Vergara	August 15, 2017 (120%)	3	October 27, 2017	T-10161060	October 27, 2027		1.28 (80%)	02/22/18
1101 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Tolentino	November 20, 2017 (120%)	5	December 15, 2017	T-10210075	December 15, 2027		1.44 (80%)	02/22/18
1102 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 8, 2017/ Panfiglio	October 9, 2017 (80%)	2	February 21, 2018	T-10278049	February 21, 2028		1.08 (80%)	11/19/18
1103 F102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Moriya	November 20, 2017 (120%)	2	November 30, 2017	T-10195153	November 30, 2027		1.08 (80%)	02/22/18
1104 E102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Nafarrete	November 21, 2017 (120%)	2	December 15, 2017	T-10210233	December 15, 2027		1.08 (80%)	02/22/18
1105 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	December 21, 2017/ Caraballo	February 9, 2018 (120%)	1	February 28, 2018	T-10285056	February 28, 2028		1.08 (80%)	11/19/18
1106 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 7, 2017/ McArthur	October 31, 2017 (120%)	4	November 30, 2017	T-10195155	November 30, 2027		1.44 (80%)	02/22/18
1201 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 31, 2017/ Lucero	October 12, 2017 (120%)	3	December 27, 2018	T-1022028	December 26, 2028		1.44 (80%)	11/19/18
1202 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 14, 2017/ Ching	December 21, 2017 (140%) [Amendment - 140%]	4	December 28, 2017	T-10223114	December 28, 2027		1.08 (80%)	11/19/18
1203 F102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 30, 2017/ Morgan	October 31, 2017 (120%)	2	December 13, 2017	T-10208189	December 13, 2027		1.08 (80%)	02/22/18
1204 E102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Arana	November 20, 2017 (120%)	3	December 28, 2017	T-10223109	December 21, 2027		1.08 (80%)	11/19/18
1205 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Espiritu	December 13, 2017 (120%)	2	December 21, 2017	T-10216071	December 21, 2027		1.08 (80%)	02/22/18
1206 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	May 8, 2017 / Wu	June 23, 2017 (80%)	3	December 22, 2017	T-10217224	December 22, 2027		1.44 (80%)	11/19/18
1301 A201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 4, 2017/ Chew/Guzman	February 12, 2018 (120%)	4	March 23, 2018	T-10308135	March 22, 2028		1.08 (80%)	11/19/18
1302 B101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	April 27, 2017/ Tamashiro	June 14, 2017 (80%)	5	February 23, 2018	T-10280131	February 23, 2028		1.28 (80%)	11/19/18
1303 A101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 10, 2017/ Cachola	October 31, 2017 (80%)	3	February 9, 2018	T-10266057	February 9, 2028		1.08 (80%)	11/19/18
1304 B201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	May 2, 2017/ Sears	October 31, 2017 (80%)	3	January 31, 2018	T-10257089	January 31, 2028		1.28 (80%)	11/19/18
1305 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 30, 2017/ Lamug	December 7, 2017 (120%)	1	March 9, 2018	T-10294074	March 8, 2028		1.08 (80%)	11/19/18
1306 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 25, 2017/ Doles	December 21, 2017 (120%)	3	March 29, 2018	T-10314213			1.28 (80%)	11/19/18
1307 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 31, 2017/ Taoy/Carlos	November 29, 2017 (120%) [Amendment - 120%]	3	March 9, 2018	T-10294078			1.08 (80%)	11/19/18
1308 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 31, 2017/ Perez	December 6, 2017 (120%)	4	March 7, 2018	T-10292021			1.28 (80%)	11/19/18

HALOA AT HO'OPI LI AFFORDABLE UNIT LOG (10 YEAR BUY-BACK)

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document #	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120 Days + 1 Day	120 Days + 1 Day	120 Days + 1 Day									
1401 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 31, 2017/ Lucrisia /Kaneshiro	October 17, 2017 (80%)	5	February 26, 2018	T-10283059			1.44 (80%)	11/19/18
1402 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	March 24, 2018/ Diggs	May 10, 2018 (120%)	2	August 31, 2018	T-10469209			1.08 (80%)	11/19/18
1403 F102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 6, 2017/ Vazquez	(80%) [Amendment - 80%]	3	February 23, 2018	T-10280135			1.08 (80%)	11/19/18
1404 E102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Siolosega	November 20, 2017 (120%)	4	March 8, 2018	T-10293026			1.08 (80%)	11/19/18
1405 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 13, 2017/ Correira	January 10, 2018 (120%)	4	March 23, 2018	T- 10308137			1.08 (80%)	11/19/18
1406 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 30, 2017/ Nakata	February 16, 2018 (120%)	3	February 23, 2018	T-10280133			1.44 (80%)	11/19/18
1501 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	June 22, 2017/ Kau	(120%) [Amendment - 120%]	3	January 24, 2018	T-10250026			(80%*) Per 10/9/17 letter	11/19/18
1502 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 19, 2017/ Pruse/Tamura	January 23, 2018 (120%)	2	February 23, 2018	T-10280137			1.08 (80%)	11/19/18
1503 F102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 19, 2017/ Ibarra	October 31, 2017 (120%)	4	January 31, 2018	T-10257091			1.08 (80%)	11/19/18
1504 E102	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 6, 2017/ Alejandro	January 3, 2018 (120%)	2	March 29, 2018	T-10314215			1.08 (80%)	11/19/18
1505 D102/D102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 6, 2017/ Mendoza	October 31, 2017 (120%)	2	January 30, 2018	T-10256039			1.08 (80%)	11/19/18
1506 C102/C102-R	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 14, 2017/ Garcia	December 18, 2017 (120%)	5	February 2, 2018	T-10259127			1.44 (80%)	11/19/18
1601 A201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	Septembe,r 11, 2017/ Kanui	December 20, 2017 (120%)	2	Janaury 26, 2018	T-10252089			1.08 (80%)	11/19/18
1602 B101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 22, 2017/ Bui	December 16, 2017 (80%)	4	December 21, 2017	T-10216073			1.28 (80%)	02/22/18
1603 A101	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 8, 2017/ Cruz	October 31, 2017 (120%)	2	December 21, 2017	T-10216073			1.08 (80%)	11/19/18
1604 B201	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	November 3, 2017/ Rocco	December 21, 2017 (120%)	5	January 31, 2018	T-10257093			1.28 (80%)	11/19/18
1605 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	October 10, 2017/ Picon, Kamai	December 1, 2017 (120%)	3	December 21, 2017	T-10216075			1.08 (80%)	11/19/18
1606 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	June 14, 2017/ Johnson	August 16, 2017 (80%)	3	December 20, 2017	T-10215153			1.28 (80%)	11/19/18
1607 A301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	September 8, 2017/ Antonio/Torquato	October 17, 2017 (120%)	2	December 22, 2017	T-10217230			1.08 (80%)	02/22/18
1608 B301	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	August 25, 2017/ Leopoldo	October 31, 2017 (80%)	4	December 28, 2018	T-10223111			1.28 (80%)	11/19/18
1701 C102/C102-R		March 13, 2017		July 12, 2017	November 10, 2017	March 21, 2017/ Balbas	April 28, 2017 (120%)	4	August 30, 2017	T-10103150			1.44 (120%)	2/22/2018
1702 D102/D102-R	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	August 31, 2017 / Nouchi	September 11, 2017 (120%)	2	September 28, 2017	T-10132235			1.08 (80%)	2/22/2018
1703 F102	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	July 14, 2017/ Acorda	September 8, 2017 (120%)	2	September 28, 2017	T-10132116			1.08 (80%)	2/22/2018
1704 E102		March 13, 2017		July 12, 2017	November 10, 2017	March 21, 2017/ Lee, Sungjae	April 28, 2017 (120%)	2	August 31, 2017	T-10104084			1.08 (120%)	2/22/2018

HALOA AT HO'OPILI AFFORDABLE UNIT LOG (10 YEAR BUY-BACK)

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document #	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120 Days + 1 Day	120 Days + 1 Day	120 Days + 1 Day									
1705 D102/D102-R	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	July 24, 2017/ Halemano	September 12, 2017 (120%)	2	September 22, 2017	T-10126143			1.08 (80%)	2/22/2018
1706 C102/C102-R		March 13, 2017		July 12, 2017	November 10, 2017	March 16, 2017/ Szadkowski	June 23, 2017 (120%)	4	August 31, 2017	T-10104088			1.44 (120%)	2/22/2018
1801 A201	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	March 13, 2017/ Rodrigues/Flores	April 21, 2017 (80%)	4	August 30, 2017	T-10103138			1.08 (80%)	2/22/2018
1802 B101		February 19, 2017		June 20, 2017	October 19, 2017	February 24, 2017/ Giang	May 19, 2017 (120%)	5	August 31, 2017	T-10104092			1.28 (120%)	2/22/2018
1803 A101		February 19, 2017		June 20, 2017	October 19, 2017	February 28, 2017/ Lee, Cherie	May 3, 2017 (120%)	2	August 24, 2017	T-10097057			1.08 (120%)	2/22/2018
1804 B201		February 19, 2017		June 20, 2017	October 19, 2017	February 22, 2017/ Keaulana	April 21, 2017 (120%)	4	August 24, 2017	T-10097059			1.28 (120%)	2/22/2018
1805 A301	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	March 13, 2017/ Sebala/Angway	April 21, 2017 (80%)	4	August 28, 2017	T-10101012			1.08 (80%)	2/22/2018
1806 B301		February 19, 2017		June 20, 2017	October 19, 2017	February 21, 2017/ Gonzales-Ramos	July 13, 2017 (120%)	3	August 31, 2017	T-10104090			1.28 (120%)	2/22/2018
1807 A301	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	June 12, 2017/ Maehara	July 11, 2017 (80%)	1	August 31, 2017	T-10104141			1.08 (80%)	2/22/2018
1808 B301		February 19, 2017		June 20, 2017	October 19, 2017	April 13, 2017 / Chun	July 11, 2017 (120%)	5	August 25, 2017	T-10098056			1.28 (120%)	2/22/2018
1901 C102/C102-R		February 19, 2017		June 20, 2017	October 19, 2017	August 17, 2017/ Quimoyog/Rabellizsa	September 13, 2017 (120%)	5	October 3, 2017	T-10137060			1.44 (120%)	2/22/2018
1902 D102/D102-R	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	May 26, 2017 / Alkhatib	June 26, 2017 (80%)	4	July 31, 2017	T-10073044			1.08 (80%)	2/22/2018
1903 F102		February 19, 2017		June 20, 2017	October 19, 2017	March 30, 2017/ Serdenia/Sakata	June 23, 2017 (120%)	3	July 31, 2017	T-10073048			1.08 (120%)	2/22/2018
1904 E102		February 19, 2017		June 20, 2017	October 19, 2017	February 21, 2017/ Huth	July 18, 2017 (80%)	3	July 31, 2017	T-10073050			1.08 (120%)	2/22/2018
1905 D102/D102-R	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	April 20, 2017 / Jeon	July 19, 2017 (80%)	2	August 16, 2017	T-10089053			1.08 (80%)	2/22/2018
1906 C102/C102-R		February 19, 2017		June 20, 2017	October 19, 2017	February 22, 2017/ Shelley	May 19, 2017 (120%)	3	July 31, 2017	T-10073086			1.44 (120%)	2/22/2018

Total Affordable Credits Reported to County (to date):99.84
Required Affordable Credits for Haloa:99.84
Remaining Affordable Credits to be Produced0

MEMORANDUM OF UNDERSTANDING AND AGREEMENT
(FARRINGTON HIGHWAY IMPROVEMENTS)

THIS MEMORANDUM OF UNDERSTANDING AND AGREEMENT (this "**Agreement**"), made this 20th day of September, 2019 (the "**Effective Date**"), by and among D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, the address of which is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813 ("**Horton**") and the CITY AND COUNTY OF HONOLULU (which includes the Department of Planning and Permitting ("**DPP**"), and Department of Design and Construction ("**DDC**") of the City and County of Honolulu) (collectively referred to as the "**City**"), the address of which is 650 South King Street, 11th Floor, Honolulu, Hawaii 96813.

RECITALS:

A. Horton is the owner of certain real property located in East Kapolei, Ewa District, City and County of Honolulu, State of Hawaii, within Horton's Ho'opili project (the "**Property**").

B. The Property is being developed by Horton as part of the Ho'opili community in accordance with the Decision and Order of the State of Hawaii Land Use Commission dated June 21, 2012, Docket No. A06-771 (the "LUC Decision and Order") and the City's Rezoning Ordinance No. 15-13 and the Unilateral Agreement. The Property is part of the "Ewa region" identified in the Revised Ordinances of Honolulu (ROH) Chapter 33A.

C. The parties acknowledge a need to improve portions of Farrington Highway in light of traffic congestion in the Ewa area (as contemplated by the City's Ewa Development Plan) and in order to complete portions of the Ho'opili community. The City is contemplating the further widening of Farrington Highway, from the Kapolei Golf Course Road, to the State Department of Transportation (State DOT) jurisdiction at Fort Weaver Road, as shown on the map attached hereto as *Exhibit A* (the "**Project**"). The Project may be developed in multiple phases, from Kapolei Golf Course Road to the east side of Kualaka'i Parkway and from east side of Kualaka'i Parkway to Fort Weaver Road. Horton will contribute land to the Project as contemplated by the LUC Decision and Order.

D. The Project is included in Table 4.1 of the Ewa Development Plan adopted July 2013. The Project is not, however, included in the Ewa highway master plan, as defined in ROH § 33A-1.2 (the "**Plan**"). The City is contemplating an amendment to the Plan and ROH Chapter 33A to include the Project (the "**Proposed Amendment**") and has circulated drafts of the Proposed Amendment that include the full Project. The parties acknowledge that this Agreement has been reached because of

the likelihood that the Proposed Amendment, which includes the full Project, will be adopted by the City.

E. The Project will be designed in accordance with City and State of Hawaii ("**State**") rules, regulations, and standards and not federal design standards, except if required by the State for modifications to the Kualakai Parkway intersection improvements at Farrington Highway, and for any improvements within the State DOT jurisdiction. The City will be responsible for complying with Hawaii Revised Statutes ("**HRS**") Chapter 343 and for producing all environmental reports in respect of the Project.

F. Horton is willing to assist the City with the preliminary engineering and final design work for the Project prior to adoption of the Proposed Amendment and will undertake such work in accordance with City and State standards in exchange for credits that Horton may apply against any amounts Horton may owe, now or in the future, in connection with the development of Ho'opili pursuant to ROH Chapter 33A or otherwise provided in this Agreement at Section 3.

AGREEMENT:

NOW THEREFORE, the parties agree as follows:

1. The Work. Beginning no later than seven calendar days after the adoption of the Proposed Amendment and the inclusion of the Project in ROH Chapter 33A or the completion by the City of all necessary Chapter 343 EA, or sooner if elected by Horton in its sole discretion, Horton shall provide the upfront funding and design services for the Project as described on *Exhibit B* (the "**Work**"). The Work shall be phased as described in *Exhibit B*.

2. City Responsibilities. The City shall:

- a. ensure the Project's compliance with HRS Chapter 343 and produce all environmental reports required for the Project;
- b. provide review of all plans provided to the City by Horton;
- c. notify all affected landowners with information and maps, etc. provided by Horton;
- d. arrange for all rights-of-entry required to complete the Work with information and maps, etc. provided by Horton;
- e. prepare all notices of proposed takings from affected landowners with information and maps, etc. provided by Horton;

f. prepare all notices of restricted vehicular access with information provided by Horton;

g. file all necessary Land Court petitions provided by Horton with respect to the Project and all approved subdivision plans; and

h. in consideration of Horton's delivery of agency-approved plans for any phase improvements to Farrington Highway, the City will try not to allow such plan approvals for the Work to lapse subject to availability of funding. In the event plan approvals lapse, the City shall be responsible for obtaining re-approval of plans.

3. Ewa Transportation Credits.

a. In consideration of the Work undertaken by Horton and/or the land contributed by Horton, the City agrees to make available to Horton credits that may be applied against impact fees imposed on Horton pursuant to ROH Chapter 33A ("**Credits**") to the extent provided in this Agreement. The City agrees to make available to Horton Credits for the portion of the Work as described in Exhibit B, which excludes Horton's betterment improvements that are necessitated by roadway connections from the Property to Farrington Highway, including additional lanes, pavement, drainage, traffic signals, and electrical improvements.

b. If the Project is included in the Proposed Amendment, Horton shall be entitled to Credits based on the Work in proportion to the total Project. At the time of adoption of the Proposed Amendment, a separate agreement shall be developed, between Horton and DDC, to define the estimated total project cost incurred by Horton and the City for the planning, design and construction phases for the Project. This cost will be used to determine the ratio of the Credits to be allocated to Horton and to the City for each of the phases as described. On the basis of such allocation, Horton shall be awarded a pro-rata portion of the Credits available to the Project equal to the estimate for the total cost of the Work divided by the estimated total cost to complete the Project. Concurrent with such award of Credits to Horton, Horton will transfer the Work to the City.

c. Per the LUC Decision and Order, Horton is required to contribute up to 20 acres of land along Farrington Highway for widening and participate in the Project. At the time of the LUC Decision and Order, the costs of the Project were estimated at approximately \$50 million. If Horton elects to contribute land to the Project in excess of such 20 acres, and if such land is accepted by the City for the Project, Horton shall be entitled to Credits based on the fair market value of the additional land so contributed, as agreed to by Horton and the City, but only for the amount that Horton's land and financial contributions exceed the \$50 million cost originally

estimated for the Project. Expenses incurred by Horton to prosecute the Work shall be deemed to constitute Horton's participation in the Project.

d. If the Project is not included in the Proposed Amendment, Horton shall not be entitled to any Credits under ROH Chapter 33A (as amended), provided, however, Horton may elect to complete the Work in its sole discretion. In such event, the completion of such Work shall be applied towards any monetary or land contribution obligation of Horton to participate in the improvements of Farrington Highway imposed under the Unilateral Agreement and Declaration for Conditional Zoning, filed with the Land Court as Document No. T-9254221 and recorded in the Bureau as Document No. A-56020836 as amended, or the LUC Decision and Order.

e. Credits awarded to Horton under this Agreement may be sold, transferred, and/or assigned by Horton to any other persons subject to ROH Chapter 33A.

4. Termination. Notwithstanding any other provision of this Agreement to the contrary:

a. In the event the Proposed Amendment is not adopted or in the event the Proposed Amendment is adopted but does not include the Project, as determined by Horton or as determined by written notice from the City to Horton, Horton may cease performance of the Work and elect in its sole discretion to terminate this Agreement.

b. Either party may terminate this Agreement at any time, with or without cause, by giving the other party fifteen (15) days' written notice to terminate. In the event Horton ceases work pursuant to paragraph 4(a) or the City terminates this Agreement for cause, Horton shall not be entitled to any Credits attributable to its performance of the Work. If the Project is included in the Proposed Amendment, in the event the City terminates this Agreement without cause, Horton shall be entitled to Credits pursuant to paragraph 3(b) equal to the pro-rata portion of the engineering estimate for the actual cost of the Work incurred as of the time of termination compared to the estimated total cost to complete the Project and Horton shall assign to the City any design plans then-owned by Horton in respect of the Work.

5. Successors and Assigns. All of the terms, provisions, conditions and agreements contained herein shall inure to the benefit of and be binding upon each of the parties hereto, and their respective successors and permitted assigns, to the same extent as said terms, provisions, conditions and agreements inure to the benefit of and are binding upon each of the respective parties.

6. No Party Deemed Drafter. The parties agree that no party shall be deemed to be the drafter of this Agreement and further that in event that this

Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against any party as the drafter of this Agreement.

7. Counterparts. This Agreement may be executed and transmitted, physically or electronically, in two or more counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same instrument.

8. Notices. Any notice to be given to or served upon any of the parties hereto shall be deemed to have been sufficiently given or served for all purposes when actually delivered by messenger or by certified mail, return receipt requested, as follows:

When notice is to be given to the City, it shall be mailed or delivered to:

City and County of Honolulu
Department of Design and Construction
650 South King Street, 11th Floor
Honolulu, Hawaii 96813
Attention: Director

When notice is to be given to Horton, it shall be mailed or delivered to:

D.R. HORTON – SCHULER HOMES, LLC
130 Merchant Street, Suite 112
Honolulu, Hawaii 96813
Attention: Robert Q. Bruhl

9. Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Hawaii.

10. Recitals; Exhibits. All recitals set forth at the beginning of this Agreement shall be deemed to be incorporated as agreements of the parties in this Agreement. All Exhibits referred to in this Agreement shall be deemed to be incorporated herein by the reference made to them as fully as though the entire Exhibit were set forth within the body of this Agreement itself.

11. Amendments. This Agreement shall not be modified except by an instrument in writing signed by all the parties.

[SIGNATURES APPEAR ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the Effective Date.

D.R. HORTON – SCHULER HOMES, LLC,
a Delaware limited liability company,
dba D.R. Horton-Schuler Division

Date: 09/20/19

By: Vertical Construction Corporation
a Delaware corporation
Its Manager

By: [Signature]
Robert Q. Bruhl
Division President, Hawaii Division

Approved:

Department of Planning and Permitting
City and County of Honolulu

By: [Signature]
Print Name: Kathy R. Sokugawa
Its: Acting Director

Date: 8/6/19

Approved as to form and legality:

By: [Signature]
Deputy Corporation Counsel
City and County of Honolulu
JEFF A. LAU

Date: 8/14/19

Approved:

Department of Design and Construction
City and County of Honolulu

By: [Signature]
Print Name:
Its:

Date: 8/1/19

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


On September 20, 2019, before me personally appeared **Robert Q. Bruhl**, 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 in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Colleen Mae Okashie

Print name: Colleen Mae Okashige

Notary Public, State of Hawaii

My commission expires: 11/14/2019

Date of Doc:	Undated at time of notarization	# Pages:	8 (page count does not include exhibits)
Name of Notary:	Colleen Mae Okashige	Notes:	Executed in Counterparts
Doc. Description:	Memorandum of Understanding and Agreement (Farrington Highway Improvements)		(stamp or seal)
	9/20/2019		L.S.
Notary Signature	Date		
First Circuit, State of Hawaii			
NOTARY CERTIFICATION			

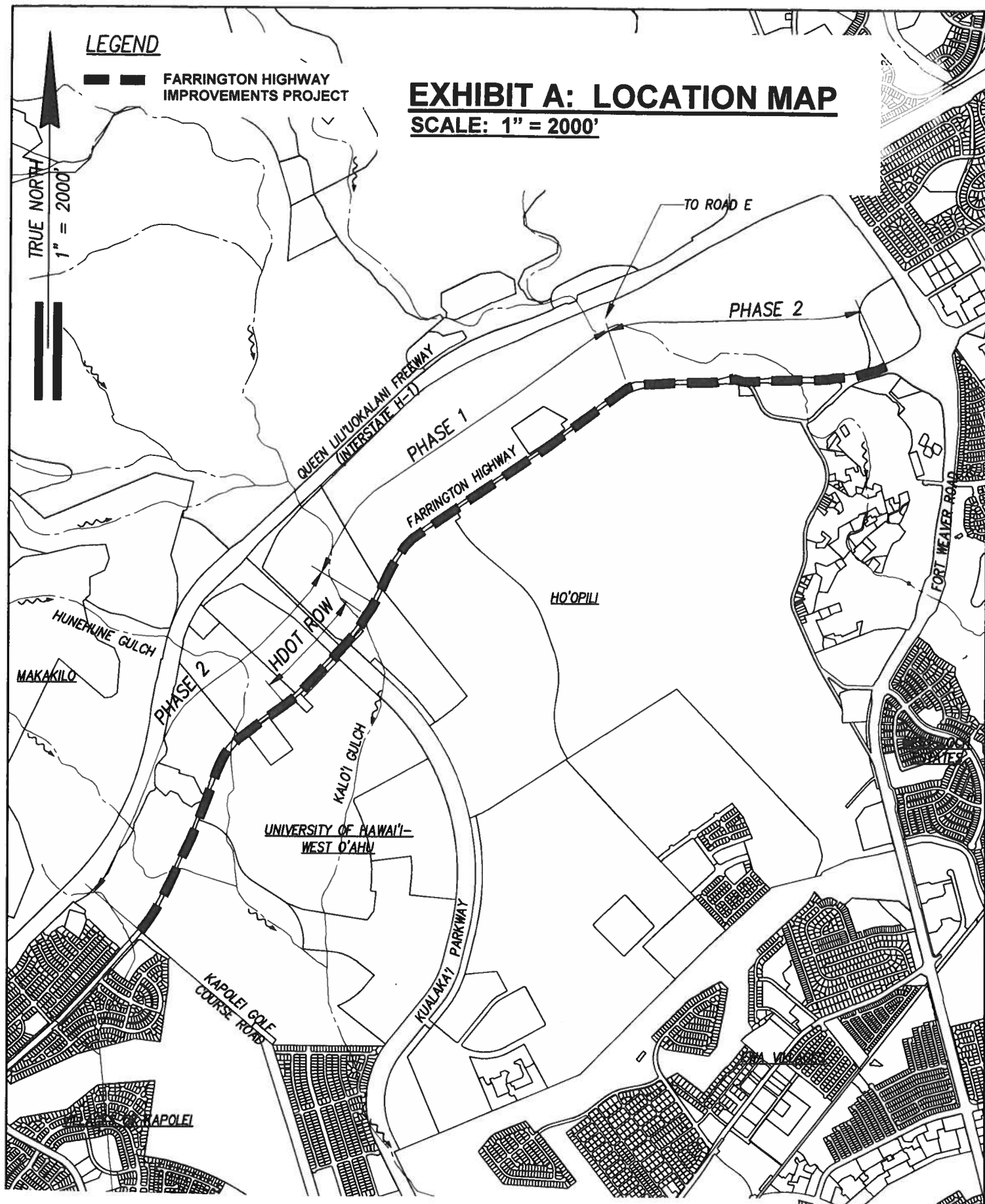


EXHIBIT B

Project: Farrington Highway Improvements Project

Subject: General Scope of Work

Project Background:

The City & County of Honolulu Department of Design and Construction (DDC) is proceeding with the planning, design, and construction of the proposed Farrington Highway Improvements between Kapolei Golf Course and Fort Weaver Road (Project). An Environmental Assessment (EA) is currently being prepared. The portion of Farrington Highway at the intersection of Kualaka'i Parkway is under the State of Hawaii, Department of Transportation (HDOT) jurisdiction and will remain as such.

Project Design Scope of Work:

D.R. Horton (DRH) is proposing to perform the design of the Project and issue associated design and construction bid contracts as part of its traffic contribution for its Ho'opili development. The final design will be provided to DDC for construction execution. The final design will be coordinated with the ongoing planning effort.

DRH shall provide a project critical path schedule, including all milestone events, that include work for all responsible parties. Schedule shall be approved by all parties prior to start of the project.

It is anticipated that the project widening and improvements will be planned and conceptual design conducted for the improvements, based on the approved City's Traffic Impact Assessment Report (TIAR). Conceptual design of the "preferred alternative", as part of the Hawaii Revised Statutes Chapter 343 process, shall be completed and accepted for the entire length of the project prior to advancing to further design of the project.

Preliminary design (45%) of the improvements shall be completed and accepted prior to advancing to prefinal and final design. The proposed improvements include, but are not limited to, widening the highway from the existing 2-lane, undivided road to a 4-lane road as part of a 6-lane right of way, with a center median, bike lanes, landscaping, sidewalks, bridge and culvert crossings, drainage systems, utility relocations, street lighting, and traffic signal systems (the Proposed Improvements). It is anticipated that the design and construction may be in phases and separate construction plans, specifications, and estimates (PS&E) may be prepared for full buildout improvements. Horton shall summarize the costs and impacts and recommend the phasing of improvements. The City will make the final determination of the Phase 1 and Phase 2 limits of the improvements.

Horton shall provide to the City the final approved PS&E documents for all phases of the project, including but not limited to all required permits, approved utility agreements, approved maps,

etc. Post Design Services shall be provided by Horton during bidding and construction phases for all phases of the project.

Task activities include, but are not limited to:

- Preparation of preliminary plans for the Proposed Improvements. This shall be completed and accepted prior to proceeding with the final design of the improvements;
- Roadway transitions at each project phase limits;
- Intersection/driveway improvements at all future intersecting roads and driveways;
- New driveway connections;
- Grading and erosion control, concrete curb and gutter, sidewalks, curb ramps, etc. A drainage study will be prepared;
- Drainage system improvements including bridges and culverts for stream/gulch/drainage crossings. A hydraulic analysis and feasibility report of the alternatives will be performed;
- Retaining walls;
- Traffic signal (for Kualakai Parkway intersection) and street light improvements. Street light illumination calculation and report will be prepared;
- Utility relocation and Agreements;
- Signing and striping;
- LID improvements, Water quality treatment, ESCP, construction and post construction BMPs;
- Landscaping and irrigation;
- Topographic survey, property boundary mapping;
- Geotechnical investigation. A geotechnical report summarizing recommendations for design of earthwork, and structure section will be prepared;
- Pavement design. A pavement design report evaluating the various options will be prepared;
- Permits required for the project, such as NPDES, Section 404, 401 WQC, Coastal zone management, Stream Channel Alteration Permit;
- Parcel Mapping for ROW acquisition (City is responsible for processing acquisition, filing and recordation of the documents) (Parcel mapping and subdivision map to be based on the final design of the Proposed Improvements);
- Approval of the design and permits will be obtained from the City, State and other approving agencies, as needed;
- Coordination with State of Hawaii, DOT Harbors Division and lessees with regards to the Energy corridor, and potential Energy corridor reconfiguration; obtain approvals;
- Coordination with State of Hawaii, DOT Highways Division on Kualakai Intersection improvements; obtain approvals;
- Coordination with City to assure design improvements are consistent with the EA;
- Overall coordination with utility companies, governmental agencies, land owners, community, etc.;

- Prepare a Conditional Letter of Map Revision (CLOMR) and a Letter of Map Revision (LOMR) for review and approval by Federal Emergency Management Agency;
- Prepare flood hazard certification documents for review and approval by the City DPP;
- A Basis of Design (BOD) documenting project requirement, design parameter and standards, assumptions and conditions will be prepared; obtain approvals for said BOD requirement; and
- Physical improvements of Farrington within the scope of the approved design

Non-Par Improvements

The City will pay for only City approved improvements and not for private improvements needed to connect to Farrington Highway or required for the private development.

**MEMORANDUM OF AGREEMENT
BETWEEN
D.R. HORTON – SCHULER HOMES, LLC AND
THE STATE OF HAWAII DEPARTMENT OF TRANSPORTATION
REGARDING TRAFFIC IMPROVEMENTS**

THIS MEMORANDUM OF AGREEMENT (hereinafter referred to as this “**MOA**”) made and entered into this 3 day of march, 2019, by and between D.R. HORTON – SCHULER HOMES, LLC, a Delaware limited liability company, d.b.a. D.R. HORTON-SCHULER DIVISION, whose principal place of business is 130 Merchant Street, Suite 112, Honolulu, Hawai‘i 96813, and its successors and assigns (hereinafter referred to as “**D.R. HORTON**”), and the STATE OF HAWAII DEPARTMENT OF TRANSPORTATION (hereinafter referred to as the “**HDOT**”), whose principal place of business and mailing address is 869 Punchbowl Street, Honolulu, Hawai‘i 96813 (hereinafter collectively referred to as “**Parties**”).

RECITALS:

A. D.R. HORTON is the owner of certain parcels of land situated in the Ewa District, Island of O‘ahu, State of Hawai‘i consisting of approximately 1,531 acres, identified as Tax Map Key (“**TMK**”) numbers (1) 9-1-017:004, 059 and 072 (por) and (1) 9-1-018:001 and 004 (por), and more particularly described in **Exhibit “A”** attached hereto and made a part hereof (hereinafter referred to as the “**Property**”);

B. D.R. HORTON, as owner of the Property, proposes development of a mixed-use, master-planned community entailing: residential areas, mixed-use areas, light industrial areas, business and commercial areas, schools, parks, open space and other areas, together with internal roadways, on the Property (hereinafter referred to as the “**Ho‘opili Project**”), pursuant to the Petition and as conceptually set forth in **Figure “1”** (2018 Ho‘opili Master Plan), attached hereto and made a part hereof;

C. The State of Hawai‘i Land Use Commission (hereinafter referred to as the “**Commission**”), reclassified the Property from the Agricultural District to the Urban District on June 21, 2012, LUC Docket No. A06-771 (hereinafter referred to as the “**Petition**”). Condition 10 of the Decision and Order in the Petition (hereinafter referred to as “**Decision and Order**”) sets forth D.R. HORTON’s requirements and obligations with respect to transportation improvements and measures to mitigate impacts to the state roadway facilities as a result of the Ho‘opili Project, more particularly described in **Exhibit “B”**;

D. D.R. HORTON expects to construct the Ho‘opili Project in phases as described in **Exhibit “C”**, attached hereto and made a part hereof (hereinafter referred to as the “**Phased Development Plan**” which shall be defined as incorporating all changes and updates made, from time to time, by D.R. HORTON);

E. Pursuant to the Petition and in connection with the proposed Ho'opili Project, D.R. HORTON obtained HDOT's acceptance of the Draft Final Traffic Impact Analysis Report Ho'opili, dated April 28, 2013, revised May 30, 2014 (hereinafter referred to as the "**Ho'opili TIAR**") on July 1, 2014 (HDOT letter HWY-PS 2.7537 to D.R. HORTON), for processing and inclusion in the zone change application, more particularly described in **Exhibit "D"**;

F. In regard to the Ho'opili TIAR, **Exhibit "E"**, attached hereto and made a part hereof, sets forth certain transportation improvements which correspond to the development timetable for Phase I of the Ho'opili Project as of July 2018; provided that the timing and level of improvements may change based on future TIARs and the Phased Development Plan;

G. Future transportation improvements anticipated to be required for development areas completed after Phase I (subject to verification in the TIAR for Phase II as approved by HDOT) are set forth in **Exhibit "F"** attached hereto and made a part hereof;

H. Pursuant to Condition 10 of the Decision and Order of the Petition, D.R. HORTON is to enter into a Memorandum of Agreement ("**MOA**") with HDOT documenting the agreed-upon improvements designed to mitigate the transportation impacts to State transportation facilities generated by the Ho'opili Project.

I. The Parties wish to enter into this MOA in satisfaction of the aforementioned requirements of the Commission pursuant to its Decision and Order, Condition 10(e).

A G R E E M E N T:

NOW, THEREFORE, in consideration of the recitals and the mutual promises and agreements herein, D.R. HORTON and the HDOT hereby agree as follows:

A. Ho'opili TIAR Update Schedule.

In order to bring about concurrency and consistency with TIAR update requirements of both the HDOT and City, HDOT agrees that an update of the Ho'opili TIAR will be completed and accepted by HDOT prior to the construction of more than 2,500 residential dwelling units as required by the City and County of Honolulu, Department of Planning and Permitting. D.R. HORTON shall further update the Ho'opili TIAR, generally prior to the start of each 2,500 dwelling unit increment, including interim updates, and shall deliver any and all updates to HDOT. HDOT acknowledges and accepts the City and County's schedule of updated Ho'opili TIARs and will use its best efforts to coordinate with the appropriate City and County agencies (*i.e.*, Department of Planning and Permitting, Department of Transportation Services) on traffic mitigation improvements and other issues.

Notwithstanding the foregoing, pursuant to Decision and Order Condition 10.c, any significant changes in the Phased Development Plan or development timeline shall require that future Ho'opili TIARs be further updated to include, if necessary, any additional recommended transportation improvements and adjustments in the sequencing and timing for when the

recommended and approved transportation improvements are to be constructed and/or scheduled to correspond to the Phased Development Plan and development thresholds. Any additional recommended transportation mitigation required as a result of these changes shall be included within the updated Ho'opili TIAR. All updates to the Ho'opili TIAR shall reflect any changes to the Phased Development Plan and be provided to the HDOT for review and acceptance.

B. Local or Direct Transportation Improvements.

1. D.R. HORTON shall construct at its sole cost all internal roadways within the Ho'opili Project in accordance with the Phased Development Plan. (See **Figure "1"**). Pursuant to Decision and Order Condition 10.d and the Ho'opili TIAR (and any updated and/or revised Ho'opili TIAR), D.R. HORTON is to fund the planning, design, and construction of all local or direct recommended transportation improvements as set forth in **Exhibits "E" and "F"** below. This is to mitigate project-generated and/or related traffic impacts.

- a) **Phase 1 Improvements.** Exhibit "E" sets forth the local and direct transportation improvements to be completed by D.R. HORTON as part of the Phase I development of Ho'opili; provided that D.R. HORTON may enter into cost-sharing or cost recovery agreements for any transportation improvements involving third party responsibility.
- b) **Phase I Improvements Subject to Next TIAR.** Exhibit "F" sets forth the local and direct transportation improvements anticipated to be required for development areas completed after Phase I. It is recognized that some improvements enumerated in Exhibit "F" are the responsibility of third parties, and not under the control of D.R. HORTON. If any updated TIAR for the Ho'opili development as approved by HDOT requires the said improvements to be constructed, D.R. HORTON shall cause the improvement to be completed; provided that D.R. HORTON may enter into cost-sharing or cost recovery agreements with said third parties.

The parties hereby acknowledge that the contents, sequencing and timetable of the phases of the Phased Development Plan may vary, and therefore, the internal roadway improvements and the transportation improvements at the aforementioned study intersections and interchanges, as listed in **Exhibit "E"** and **Exhibit "F"** or any future updated and/or revised Ho'opili TIAR, shall be constructed based on a schedule, respectively, corresponding to the development of each phase of the Ho'opili Project, as determined by D.R. HORTON, and as acceptable to HDOT. As the development progresses, D.R. HORTON shall implement and pay its pro-rata fair share of (i) intersection improvements to State facilities required by the completion of the internal roads within the applicable phase of the Ho'opili Project, and (ii) those transportation mitigation improvements ("**Mitigation Improvements**") to the State's roadway network surrounding the Ho'opili Project generated/triggered by the applicable phase of the Ho'opili Project, all as approved by the parties and directed by the Ho'opili TIAR and any updated and/or revised Ho'opili TIAR. The construction plans for the improvements shall be provided to the HDOT, Highways Division, for review and approval prior to construction. The transportation mitigation improvements corresponding to each type of residential unit and/or commercial square footage trigger within the

respective Exhibits "E" and "F" shall be completed and, if practicable, made operational prior to exceeding 95% of the cumulative respective unit triggers for residential and commercial square footage for the respective transportation improvement.

D.R. HORTON shall continue to coordinate with the HDOT to ensure that all traffic impacts are adequately addressed and shall work with HDOT to correct any transportation mitigation improvements that are not mitigating its traffic impacts within a reasonable time after its discovery.

2. Specific Local Improvements.

- a) **Kualakai Parkway/UH West Oahu/DR Horton Intersection.** No action shall be taken by D.R. Horton at the Kualakai Parkway/UH West Oahu/DR Horton intersection with regard to the pedestrian bridge support column for the Honolulu Authority for Rapid Transportation (HART) UH West Oahu Station. However, D.R. HORTON shall, along with UH West Oahu and HART, fund the planning, design and construction of transportation improvements at the Kualakai Parkway/UH West Oahu/DR Horton intersection identified in Exhibit "E.4".
- b) **Kualakai Parkway Sidewalk, Bike Lane.** To the extent shown on Exhibit "E.4", D.R. HORTON shall coordinate with HDOT and provide, at its sole cost, sidewalks and a bike lane when needed on the side of Kualakai Parkway adjacent to the Ho'opili Project.

C. Regional Transportation Improvements.

1. D.R. HORTON shall pay its pro-rata fair share contribution for all regional transportation improvements that are identified and recommended in the Ho'opili TIAR and in any updated and/or revised future Ho'opili TIAR and pursuant to Decision and Order Condition 10.d.

- a) **Phase 1 Improvements. Exhibit "E"** sets forth some regional transportation improvements to be completed by D.R. HORTON as part of the Phase I development of the Ho'opili Project; provided that D.R. HORTON may enter into cost-sharing or cost recovery agreements for any transportation improvements involving third party responsibility.
- b) **Phase I Improvements Subject to Next TIAR. Exhibit "F"** sets forth some regional transportation improvements anticipated to be required for development of areas completed after Phase I. It is recognized that some improvements set forth in Exhibit "F" are the responsibility of others, and not under the control of D.R. HORTON. If any updated TIAR for the Ho'opili Project as approved by HDOT requires that certain improvements be constructed, D.R. HORTON shall cause said improvement to be completed; provided that D.R. HORTON may enter into cost-sharing or cost recovery agreements with said third parties.

- c) **Future TIAR Based Improvements.** If any updated TIAR for the Ho'opili Project as approved by HDOT requires that certain roadway or traffic improvements (not included in Exhibits E and F) be constructed, D.R. HORTON shall cause said improvements to be completed; provided that, D.R. Horton may enter into cost-sharing or cost recovery agreements with third parties bearing responsibility for such improvements.

2. Single Lane Widening of the H-1 Freeway Segment. D.R. HORTON shall provide one additional lane (with possibly of restriping to provide an additional lane as discussed below) in each direction on that segment of the H-1 Freeway from the Kunia Interchange to the Waiawa Interchange, as schematically shown in Exhibit "F-1" prior to the completion of the 5,000th residential dwelling unit in the Ho'opili Project, at no cost to the State. The recommended H-1 Freeway lane widening improvements are acceptable to the HDOT in concept, provided that all design and design exceptions are subject to HDOT requirements and approval.

3. Reservation and Contribution of Land for Kunia Interchange and Kunia Road. HDOT is currently studying the feasibility and planning for the full build out of the Kunia Interchange at a location indicated on Figure [2], attached hereto and made a part hereof by reference. As part of its regional fair share contribution toward this regional traffic improvement, D.R. HORTON will reserve and make available to HDOT up to thirty-five (35) acres of land, to accommodate a future southbound loop on-ramp from Kunia Road to the eastbound H-1 Freeway, and additional lanes (including bicycle lanes and pedestrian access) along Kunia Road between the H-1 Freeway and Farrington Highway. These improvements may be constructed in phases. If constructed in phases, HDOT and D.R. HORTON shall evaluate a right-in and right-out access to Kunia Road from the Ho'opili Project between H-1 Freeway to the transition of Kunia Road to Fort Weaver Road as part of the first phase. The obligation of D.R. HORTON to reserve said lands shall be subject to the submission by HDOT of a mutually acceptable map identifying the location and quantity of D.R. HORTON lands needed for the Kunia Interchange to D.R. Horton on or before December 31, 2020, which date may be extended to December 31, 2021 by notice provided from HDOT to D.R. HORTON no earlier than ninety (90) days prior to December 31, 2020. Failure of HDOT to provide a mutually acceptable map on or by December 31, 2020 shall terminate D.R. HORTON's obligation hereunder to reserve said lands.

The final terms of the conveyance to HDOT will be agreed upon at a later date. The fair market land value and expenses related to the dedication of such land (including legal and appraisal costs) shall be credited toward D.R. HORTON's regional fair share contribution to transportation improvements set forth in this MOA, including Exhibits "E" and "F", and as may be required by any future TIAR; provided that, if the fair market land value and expenses exceed D.R. HORTON's required fair share contribution, the balance shall be paid by HDOT to D.R. HORTON in cash and provided further that, payment in cash shall be subject to HDOT land acquisition procedural steps, which are a prerequisite to the construction of the Kunia Interchange project. If the fair market land value and expenses related to the dedication of such land is less than D.R. HORTON's required regional fair share contribution to transportation improvements, then D.R. HORTON shall be obligated to make and complete regional fair share improvements of a value up to the difference (shortfall) between such fair market land value and expenses and D.R.

HORTON's regional fair share contribution to transportation improvements as mutually determined by the parties. For the purposes of this MOA only, the value of the lands dedicated hereunder shall be its fair market value at the time of dedication as determined by an appraisal detailed below in paragraph 4, based on the highest and best use, and its land use and zoning designations. D.R. HORTON shall provide written notice of the expiration of the offer of land to HDOT no later than 6 months prior to December 31, 2028; provided, that, D.R. HORTON's obligation hereunder to reserve said lands has not been terminated as of December 31, 2020. In the event that HDOT does not elect to receive by dedication all or a portion of the land from D.R. HORTON on or by December 31, 2028 D.R. HORTON's obligations to provide land under this paragraph will be extinguished and terminated.

4. The fair market value of the lands dedicated and/or conveyed to HDOT shall be appraised in accordance with the provisions of Section 171-30(e) Hawaii Revised Statutes, and any other applicable laws.

D. Pro-Rata Share Contribution to the Ewa Highway Impact Fee Program.

1. Compliance and Credit Associated with the Ewa Highway Impact Fee Program. D.R. HORTON, in compliance with the Revised Ordinances of Honolulu ("ROH") Chapter 33A, entitled "Impact Fees for Traffic and Roadway Improvements in Ewa" (hereinafter referred to as the "Ewa Highway Impact Fee Program"), shall fund, construct, or cause to be constructed, its pro-rata fair share of the roadway improvements listed in ROH § 33A-1.5(b) and Table 33A-1.2 ("Roadway Master Plan for Ewa"), to mitigate traffic impacts directly attributable to the Ho'opili Project to such roadways, as described in the Ho'opili TIAR or any update thereof. Any and all expenses disbursed by D.R. HORTON in relation to HDOT roadway improvements not currently contained within, but which may be subsequently included by future amendments to the Roadway Master Plan, shall be credited against future HDOT traffic improvements (including preliminary engineering, final design costs, and associated construction costs, etc.) imposed upon D.R. HORTON in connection with the Ho'opili project.

E. Interstate Highway Access Modifications.

D.R. HORTON shall prepare and submit requests, including compliance with the National Environmental Policy Act (42 U.S.C. Sections 4321 et. seq.), to the Federal Highway Administration for Interstate Highway Access Modifications to the H-1 Freeway Segment from the Waiawa Interchange to and including the Kunia Interchange; provided that, HDOT shall administer the aforesaid requests.

F. Miscellaneous Provisions.

1. Amendment. With the exception of those provisions included herein, this MOA may not be amended, altered or modified except by an amendment in writing signed by the Parties.

2. Cooperation. The Parties shall cooperate with each other in every way and exercise their best efforts in carrying out their respective responsibilities and duties herein. The HDOT agrees that it will not unreasonably withhold or delay any permits, approvals, consents, authorizations or clearances required to be obtained from them by D.R. HORTON and that the HDOT shall execute and deliver all necessary documents, instruments, copies thereof or other information deemed necessary by D.R. HORTON in connection with D.R. HORTON's responsibilities and duties hereunder.

3. Force Majeure. If any delay in the performance of any party's obligations hereunder occurs as a result of unforeseeable causes beyond the control and without the fault or negligence of either party, including, but not limited to, acts of God, acts of the public enemy, acts of another contractor in the performance of a contract with any party, fires, floods, epidemics, quarantine restrictions, strikes or walkouts, freight embargoes, unusually severe weather or muddy ground conditions, or delays of subcontractors or suppliers arising from unforeseeable causes beyond the control and without the fault or negligence of any party and such subcontractors or suppliers, then either party so delayed shall be granted an extension of reasonable time for the performance of the terms of this MOA.

4. Headings and Captions. All headings and captions used in this MOA are for reference convenience only. They shall not be considered in the construction and interpretation of the provisions stated in this MOA.

5. Entire Agreement. This MOA (i) constitutes the Parties' entire MOA, including all terms, conditions, definitions, warranties, representations and covenants, with respect to the subject matter hereof; (ii) merges all prior discussions and negotiations between or among any or all of them as to the subject matter hereof; and (iii) supersedes and replaces all terms, conditions, definitions, warranties, representations, covenants, agreements, promises and understandings, whether oral or written, with respect to the subject matter hereof.

6. Governing Law. The laws of the State of Hawai'i shall govern the validity, construction and effect of this MOA.

7. No Party Deemed Drafter. All Parties are represented by legal counsel and have had a significant part in the drafting of this MOA. No party shall be deemed to be the drafter of this MOA. In the event this MOA is ever construed by an arbitrator or a court of law, such arbitrator or court of law shall not construe this MOA or any provisions hereof against any party as drafter of this MOA.

8. Indemnification. D.R. HORTON shall release, hold harmless, indemnify and defend, with counsel acceptable to the HDOT in its sole discretion, the HDOT, the State of Hawai'i's directors, officers, agents, elected officials, boards, and employees, and their respective

successors and assigns, from and against all claims, demands, liabilities, suits, actions, judgments, and costs and expenses (including attorneys' fees) by whomsoever brought or made for loss, liability, injury, death or damage, including, without limitation, claims for property damage, personal injury, or loss or death of persons, whenever such, loss, liability, injury, death or damage arises out of, is connected with, or related to: (a) occurrences or incidents on, within, under, over or across the Property and Ho'opili Project; (b) the exercise of the rights and privileges herein granted; (c) any failure on the part of D.R. HORTON to use due care or otherwise perform in accordance with the terms and conditions of this MOA or applicable laws; or (d) any act or omission of D.R. HORTON relating to the Property and Ho'opili Project. It is strictly understood that the HDOT shall in no way be held liable for any claims, damages, causes of action or suits resulting from any acts or omissions of D.R. HORTON. This provision shall survive the expiration or earlier termination of this MOA.

9. Counterparts. The Parties hereto agree that this MOA may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same instrument, binding all of the Parties hereto, notwithstanding that all of the Parties are not signatories to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this MOA, duplicate, unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

10. Exhibits. The exhibits, figures, and schedules attached hereto are hereby incorporated herein by this reference.

11. Authorization. Each party warrants to each other party that the individuals executing this MOA on behalf of the respective parties are authorized to do so.

12. Termination Date. This MOA, if not sooner terminated, will terminate upon satisfaction by the Parties of all of the terms and provisions hereof.

13. Notices. All notices, demands and requests which may be given or which are required to be given by any party to another, and any exercise of a right of termination provided by this MOA, shall be in writing and shall be deemed effective when: (a) personally delivered to the intended recipient; (ii) five (5) business days after being sent, by certified or registered mail, return receipt requested, addressed to the intended recipient at the address specified below; (iii) delivered in person to the address set forth below for the party to whom the notice was given; (iv) three (3) business days after being deposited into the custody of a recognized overnight delivery service such as FedEx or UPS, designated for next day delivery, and addressed to such party at the address specified below; or (v) sent by facsimile, provided, that receipt for such facsimile is verified by the sender and followed by a notice sent in accordance to one of the other provisions set forth above. For purposes of this MOA, the addresses of the Parties for all notices are as follows (unless changed by similar notice in writing given by the particular person whose address is to be changed).

<u>If to D.R. HORTON:</u>	<u>If to the HDOT:</u>
D.R. HORTON – SCHULER HOMES, LLC	STATE OF HAWAII

130 Merchant Street, Suite 112 Honolulu, Hawai'i 96813 Attn: Robert Q. Bruhl Alan K. Arakawa Esther H. Roberts, Esq.	DEPARTMENT OF TRANSPORTATION 869 Punchbowl Street Honolulu, Hawai'i 96913 Attn: Jade T. Butay, Director
<u>With copies to:</u> D.R. HORTON, AMERICA'S BUILDER 11241 Slater Ave. NE, Suite 120 Kirkland, WA 98033 Attn: J. Matt Farris, Regional Pres. Melissa Trunnell, Esq. D.R. HORTON, INC. 1341 Horton Circle Arlington, Texas 76011 Attn: Ted I. Harbour, Esq. Mark Karnes, Esq. ASHFORD & WRISTON 999 Bishop Street, 14 th Flr. Honolulu, Hawai'i 96813 Attn: Benjamin A. Kudo, Esq. CASE LOMBARDI & PETTIT 737 Bishop Street, 26 th Flr. Honolulu, Hawai'i 96813 Attn: Dennis M. Lombardi, Esq.	<u>With copies to:</u> STATE OF HAWAII DEPARTMENT OF TRANSPORTATION HIGHWAYS DIVISION 869 Punchbowl Street Honolulu, Hawai'i 96913 Attn: Edwin Sniffen, Deputy Director


14. HDOT's Financial Obligation and Commitment. HDOT's financial obligation and commitment to make payments or reimbursements of any kind under this MOA shall be contingent upon the availability and allotment by the Director of the Department of Budget and Finance of public funds to HDOT and the Department of Accounting and General Services to make such payment or reimbursement.

[Remainder of Page Blank-Signature Pages Follow]

IN WITNESS WHEREOF, the Parties have caused these presents to be executed as of the day and year first written above.

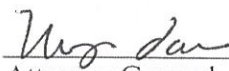
D.R. HORTON – SCHULER HOMES, LLC,
A Delaware limited liability company

By Vertical Construction Corporation,
A Delaware corporation,
Its Manager

By 
ROBERT Q. BRUHL
Its Division President, Hawai'i Division

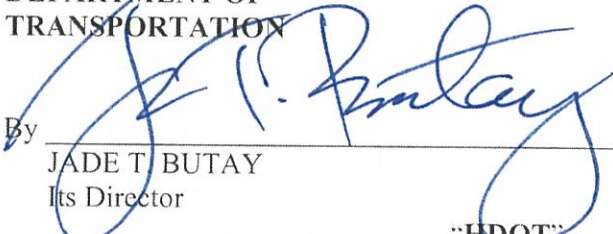
"D.R. HORTON"

Approved as to form

By 
Deputy Attorney General
State of Hawai'i

Date Feb 18, 2020

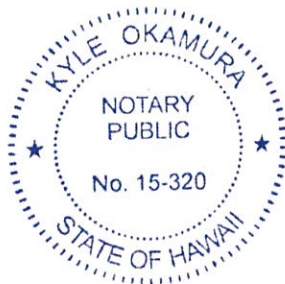
STATE OF HAWAII
DEPARTMENT OF
TRANSPORTATION

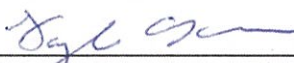
By 
JADE T. BUTAY
Its Director

"HDOT"

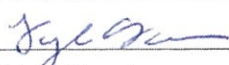
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

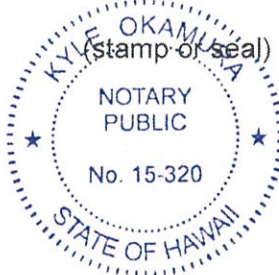
On this 21 day of January 2020, before me personally appeared Robert Q. Bruhl, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.




Type or print name: Kyle Okamura

Notary Public, State of Hawaii
My commission expires: 9/13/23

Date of Doc: <u>Undated</u>	# Pages: <u>12 (excluding figures and exhibits)</u>
Name of Notary: <u>Kyle Okamura</u>	Notes: _____
Doc. Description: <u>Memorandum of Agreement Between</u>	
<u>D. R. Horton – Schuler Homes, LLC, and The State of</u>	
<u>Hawaii Department of Transportation Regarding</u>	
<u>Traffic Improvements</u>	
 Notary Signature	<u>1/21/2020</u> Date
First Circuit, State of Hawaii	
NOTARY CERTIFICATION	

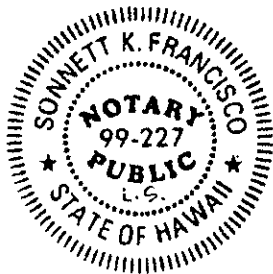
A circular notary seal for Kyle Okamura, a Notary Public in the State of Hawaii. The seal contains the text "KYLE OKAMURA", "NOTARY PUBLIC", "No. 15-320", and "STATE OF HAWAII" around the perimeter, with two stars on either side of the number. The words "(stamp of seal)" are written over the seal.

STATE OF HAWAII

SS:

CITY AND COUNTY OF HONOLULU

On this 3rd day of March, 2019²⁰²⁰, before me appeared **JADE T. BUTAY**, 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 capacities shown, having been duly authorized to execute such instrument in such capacities.



Sonnett K. Francisco
Print Name: Sonnett K. Francisco
Notary Public, in and for said State of Hawaii
My commission expires: 5/19/2023

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Memorandum of Agreement
Between D.R. Horton - Schuler Homes, LLC and
The State of Hawaii Department of Transportation Re traffic
improvements

☐ Document Date: _____ or ☒ Undated at time of notarization.

No. of Pages: 12 (excluding exhibits) Jurisdiction: 1st Circuit
(in which notarial act is performed)

Sonnett K. Francisco
Signature of Notary

MAR - 3 2020

Date of Notarization and
Certification Statement

Sonnett K. Francisco

Printed Name of Notary



(Official Stamp or Seal)

USE & DENSITY LEGEND

 R-3.5: SINGLE FAMILY - MEDIUM DENSITY	C COMMUNITY CENTER
 A-2: APARTMENT	P PRIVATE LINEAR PARK
 AMX-2: APARTMENT MIXED USE - MEDIUM DENSITY	G PRIVATE COMMUNITY GARDEN
 BMX-3: BUSINESS MIXED USE - HIGH DENSITY	AG-1 OPEN SPACE
 B-1: NEIGHBORHOOD BUSINESS	P PRIVATE COMMUNITY PARK
 B-2: COMMUNITY BUSINESS	
 IMX-1: INDUSTRIAL MIXED USE	
 PUBLIC FACILITIES	
 PARK AND RIDE	
 PARK OR COMMUNITY GARDEN	
 AG-1: OPEN SPACE	
 AG-1: COMMERCIAL FARM	

FIGURE 2



EXHIBIT A
The Property

-ITEM 1:-

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 10069-A, area 654.214 acres, more or less, as shown on Map 1162, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land(s) described in Transfer Certificate of Title No. 795,122 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 2:-

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 10078, area 182.768 acres, more or less, as shown on Map 785, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Together with access over Easement "4772" as shown on Map 712, affecting Lot 10079 to Lot 8861-D and then over Easement "4770", over and across Lot 8862-A-1 to Farrington Highway, as a public street, as set forth by Land Court Order No. 120505, filed May 10, 1995.

Being land(s) described in Transfer Certificate of Title No. 795,123 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 3:-

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 10068, area 27.00 acres, more or less, as shown on Map 777, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being the land(s) described in Transfer Certificate of Title No. 795,124 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 4:-

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 98-B, area 7.258 acres, more or less, as shown on Map 442, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land(s) described in Transfer Certificate of Title No. 795,125 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 5:-

All of those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 11993-A, area 38.082 acres, more or less, and
11993-B, area 14.207 acres, more or less,

as shown on Map 1621, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land(s) described in Transfer Certificate of Title No. 795,126 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 6:-

All of those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 11995-A-1-A, area 423.669 acres, more or less, and
11995-A-1-B, area 0.761 acre, more or less,

as shown on Map 1583, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land(s) described in Transfer Certificate of Title No. 795,127 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 7:-

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 20, area 0.007 acre, more or less, as shown on Map 12, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land(s) described in Transfer Certificate of Title No. 795,129 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 8:-

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 21, area 0.074 acre, more or less, as shown on Map 12, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land(s) described in Transfer Certificate of Title No. 795,128 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 9:-

All of that certain parcel of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOT 17-A-1, area 19.935 acres, more or less, as shown on Map 423, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased;

Being land(s) described in Transfer Certificate of Title No. 795,130 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 10:-

All of those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, described as follows:

LOTS: 10067-B-1-A, area 153.318 acres, more or less, and
10067-B-1-B, area 4.236 acres, more or less,

as shown on Map 1523, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

As to Lot 10067-B-1-A, together with access over Lot 10067-B-1-B shown on said Map 1523 and Lot 10067-B-2 shown on Map 1514, to Farrington Highway, a public road, as set forth by Land Court Order No. 187056, filed May 18, 2011.

As to Lot 10067-B-1-B, together with access over Lot 10067-B-2 shown on Map 1514, to Farrington Highway, a public road, as set forth by Land Court Order No. 187056, filed May 18, 2011.

Being land(s) described in Transfer Certificate of Title No. 1,004,824 issued to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company.

-ITEM 11:-

All of that certain parcel of land (portion of the land(s) described in and covered by Royal Patent Number 6971, Land Commission Award Number 11216, Apana 8 to M. Kekauonohi) situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, being PORTION OF EXCLUSION 5, as shown on Map 1 of Land Court Application No. 1069, being also portion of Old Fort Weaver Road, and thus bounded and described:

Beginning at the southwest corner of this parcel of land and on the westerly side of Fort Weaver Road, FASP No. S-RS-0760 (2), the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 7,109.69 feet south and 14,581.08 feet east and thence running by azimuths measured clockwise from true South;

Along Lot 10069, Map 777 of Land Court Application 1069 on a curve to the left with a radius of 1407.50 feet, the chord azimuth and distance being:

1. 154° 45' 59" 232.27 feet;
2. 150° 02' 1404.98 feet along Lot 10069, Map 777 of Land Court Application 1069;
3. 240° 02' 50.00 feet along the remainder of Old Fort Weaver Road;
4. 330° 02' 1404.98 feet along Lot 98-B, Map 442 of Land Court Application 1069;

Thence along Lot 98-B, Map 442 of Land Court Application 1069 on a curve to the right with a radius of 1457.50 feet, the chord azimuth and distance being:

5. 330° 14' 08" 10.29 feet;

Thence along the westerly side of Fort Weaver Road, FASP No. S-RS-0760 (2) on a curve to the left with a radius of 2080.00 feet, the chord azimuth and distance being:

6. 348° 00' 59" 170.56 feet;
7. 345° 40' 61.22 feet along the westerly side of Fort Weaver

Road, FASP No. S-RS-0760 (2)
to the point of beginning and
containing an area of 1.728
acres, more or less.

BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED
WARRANTY DEED WITH COVENANTS AND RESERVATION OF
RIGHTS

GRANTOR : TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED

GRANTEE : D.R. HORTON - SCHULER HOMES, LLC, a
Delaware limited liability company

DATED : March 1, 2006

FILED : Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

Together with easements for water purposes in, on, over and under the
easement areas granted by and described in GRANT OF EASEMENTS
(WATERLINE) dated September 5, 2006, filed as Land Court Document No.
3486394, recorded as Document No. 2006-173177, subject to the terms and
provisions contained therein.

-ITEM 12:-

All of that certain parcel of land (portion of the land(s) described in and
covered by Royal Patent Number 6971, Land Commission Award Number
11216, Apana 8 to M. Kekauonohi) situate, lying and being at Honouliuli,
District of Ewa, City and County of Honolulu, State of Hawaii, being
PORTION OF PARCEL 28-A, PORTION OF EXCLUSION 1, as shown on
Map 1 of Land Court Application No. 1069, being also abandoned portion of
the Old Government Road, bearing Tax Key designation (1) 9-1-018-POR.
001, and containing an area of 2.038 acres, more or less.

BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED
WARRANTY DEED WITH COVENANTS AND RESERVATION OF
RIGHTS

GRANTOR : TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED

GRANTEE : D.R. HORTON - SCHULER HOMES, LLC, a
Delaware limited liability company

DATED : March 1, 2006

FILED : Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

-ITEM 13:-

All of that certain parcel of land (portion of the land(s) described in and covered by Royal Patent Number 6971, Land Commission Award Number 11216, Apana 8 to M. Kekauonohi) situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, being REMNANT B, PORTION OF EXCLUSION 1, as shown on Map 1 of Land Court Application No. 1069, being also abandoned portion of the Old Government Road, and thus bounded and described:

Beginning at the east corner of this piece of land, being also the west corner of Lot 9 as shown on Map 12 of the Consolidation and Resubdivision of Land Court Application 1069, and on the north side of the present Government Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 3,262.64 feet south and 7,108.75 feet west, thence running by azimuths measured clockwise from true South:

1. On a curve to the left with a radius of 1,939.86 feet along Parcel 37, along the remainder of the present Government Road, Exclusion 1 of Land Court Application 1069, the chord azimuth and distance being 43° 12' 11" 552.19 feet;
2. 213° 15' 221.14 feet along Lot 43 as shown on Map 11 of the Consolidation and Resubdivision of Land Court Application 1069;
3. Thence on a curve to the right with a radius of 455.00 feet, the chord azimuth and distance being 224° 22' 30" 175.59 feet;
4. 235° 30' 162.57 feet along Lot 43 as shown on Map 11 of the Consolidation and Resubdivision of Land Court Application 1069 to the point of beginning and containing an area of 0.161 acre, more or less.

BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED
WARRANTY DEED WITH COVENANTS AND RESERVATION OF
RIGHTS

GRANTOR : TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED

GRANTEE : D.R. HORTON - SCHULER HOMES, LLC, a
Delaware limited liability company

DATED : March 1, 2006

FILED : Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

Together with easements for water purposes in, on, over and under the
easement areas granted by and described in GRANT OF EASEMENTS
(WATERLINE) dated September 5, 2006, filed as Land Court Document No.
3486394, recorded as Document No. 2006-173177, subject to the terms and
provisions contained therein.

-ITEM 14:-

All of that certain parcel of land (portion of the land(s) described in and
covered by Royal Patent Number 6971, Land Commission Award Number
11216, Apana 8 to M. Kekauonohi) situate, lying and being at Honouliuli,
District of Ewa, City and County of Honolulu, State of Hawaii, being
REMNAINT A, PORTION OF EXCLUSION 1, as shown on Map 1 of Land
Court Application No. 1069, being also abandoned portion of the Old
Government Road, and thus bounded and described:

Beginning at the southwest corner of this piece of land, being also the west
corner of Lot 21 as shown on Map 12 of the Consolidation and Resubdivision
of Land Court Application 1069, and on the south side of the present
Government Road, the coordinates of said point of beginning referred to
Government Survey Triangulation Station "KAPUAI NEW" being 914.74 feet
south and 10511.55 feet east, thence running by azimuths measured
clockwise from true South:

1. On a curve to the left with a radius of 1939.86 feet across the present
Government Road, along Parcel
37, the chord azimuth and
distance being 62° 15' 43"
323.35 feet;
2. 233° 22' 347.57 feet along Lot 43 as shown on Map 11 of the
Consolidation and
Resubdivision of Land Court
Application 1069;
3. Thence along same on a curve to the right with a radius of 381.00 feet,

easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

-ITEM 15:-

All of that certain parcel of land (portion of the land(s) described in and covered by Royal Patent Number 6971, Land Commission Award Number 11216, Apana 8 to M. Kekauonohi) situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, being PARCEL 30-B, PORTION OF EXCLUSION 1, as shown on Map 1 of Land Court Application No. 1069, being also abandoned portion of the Old Government Road, and thus bounded and described:

Beginning at the west corner of this piece of land, being also the east corner of Lot 6 as shown on Map 12 of the Consolidation and Resubdivision of Land Court Application 1069, and on the north side of Waianae Road, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 739.82 feet south and 11981.45 feet east, thence running by azimuths measured clockwise from true South:

1. On a curve to the left with a radius of 420.00 feet along Lot 43 as shown on Map 11 of the Consolidation and Resubdivision of Land Court Application 1069, the chord azimuth and distance being 255° 46' 36" 4.06 feet; feet;
2. 255° 30' 196.00 feet along Lot 43 as shown on Map 11 of the Consolidation and Resubdivision of Land Court Application 1069;
3. Thence along same on a curve to the right with a radius of 335.00 feet, the chord azimuth and distance being 278° 42' 46" 264.08 feet;
4. 88° 44' 132.07 feet across the old Government Road, along Parcel 30;
5. Thence on a curve to the left with a radius of 285.00 feet along Lot 20 as shown on Map 12 of the Consolidation and Resubdivision of Land Court Application 1069, the chord azimuth and distance being 88° 44' 102.65 feet;

the chord azimuth and distance
being 250° 56' 229.98 feet;

4. 268° 30' 320.39 feet along Lot 43 as shown on Map 11 of the Consolidation and Resubdivision of Land Court Application 1069;
5. Thence on a curve to the left with a radius of 1939.86 feet across the present Government Road, along Parcel 32-A, the chord azimuth and distance being 78° 52' 46" 299.19 feet;
6. 88° 30' 25.42 feet along Lot 21 as shown on Map 12 of the Consolidation and Resubdivision of Land Court Application 1069;
7. Thence along same on a curve to the left with a radius of 331.00 feet, the chord azimuth and distance being 70° 56' 199.80 feet;
8. 53° 22' 28.10 feet along Lot 21 as shown on Map 12 of the Consolidation and Resubdivision of Land Court Application 1069 to the point of beginning and containing an area of 0.605 acre, more or less.

BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED
WARRANTY DEED WITH COVENANTS AND RESERVATION OF
RIGHTS

GRANTOR : TRUSTEES UNDER THE WILL AND OF THE
ESTATE OF JAMES CAMPBELL, DECEASED

GRANTEE : D.R. HORTON - SCHULER HOMES, LLC, a
Delaware limited liability company

DATED : March 1, 2006

FILED : Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

Together with easements for water purposes in, on, over and under the

6. 88° 44' 220.11 feet across the old Government Road, along Parcel 32 to the point of beginning and containing an area of 0.342 acre, more or less.

BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

GRANTOR : TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

GRANTEE : D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company

DATED : March 1, 2006

FILED : Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

Together with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

-ITEM 16:-

All of that certain parcel of land (portion of the land(s) described in and covered by Royal Patent Number 6971, Land Commission Award Number 11216, Apana 8 to M. Kekauonohi) situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, being PORTION OF EXCLUSION 3, as shown on Map 1 of Land Court Application No. 1069, being also a strip of land 40 feet in width, bearing Tax Key designation (1) 9-1-017-por. 004, and containing an area of 0.650 acre, more or less.

BEING THE PREMISES ACQUIRED BY TRUSTEES' LIMITED WARRANTY DEED WITH COVENANTS AND RESERVATION OF RIGHTS

GRANTOR : TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED

GRANTEE : D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company

DATED : March 1, 2006

FILED : Land Court Document No. 3398322

RECORDED : Document No. 2006-039948

Together with an easement for maintenance purposes over Easement "7967" as shown on Map 1162 and affecting Lot 10069-B, as granted by GRANT OF EASEMENT FOR MAINTENANCE PURPOSES by CFS REAL PROPERTY, INC., a Hawaii nonprofit corporation, to TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, dated March 15, 2004, filed as Land Court Document No. 3082682, and subject to the terms and provisions contained therein.

ASSIGNMENT OF RIGHTS (FARRINGTON MAKAI PARCEL) as of September 22, 2006, filed as Land Court Document No. 3503320, by TRUSTEES UNDER THE WILL AND OF THE ESTATE OF JAMES CAMPBELL, DECEASED, acting in their fiduciary and not in their individual capacities, to D.R. HORTON - SCHULER HOMES, LLC, a Delaware limited liability company, dba D.R. HORTON-SCHULER DIVISION.

AMENDMENT OF GRANT OF EASEMENT (FARRINGTON MAKAI PARCEL) as of March 13, 2007, filed as Land Court Document No. 3573920.

Together also with easements for water purposes in, on, over and under the easement areas granted by and described in GRANT OF EASEMENTS (WATERLINE) dated September 5, 2006, filed as Land Court Document No. 3485394, recorded as Document No. 2006-173177, subject to the terms and provisions contained therein.

EXHIBIT B

Condition 10. of the Decision and Order in the Petition sets forth D.R. HORTON's requirements and obligations with respect to transportation improvements and measures to mitigate impacts to the state roadway facilities as a result of the Ho'opili Project, as follows:

"a. Petitioner shall fulfill its commitment to making substantial contributions in land and cash toward traffic and roadway improvements, to include but not limited to:

- i. \$30 million dollars to the City's "Ewa Impact Ordinance Fee Program;
- ii. participation in improvements to Farrington Highway estimated to cost \$50 million dollars;
- iii. contribute 20 acres of land along Farrington Highway for widening of that highway;
- iv. contribute land to the State of Hawai'i Department of Transportation ("DOT") for the East-West Road connector;
- v. contribute lands in the Petition Area necessary for the city's rail transit system;
- vi. contribute land for park and ride areas;
- vii. contribute additional lands for the Kunia Interchange as requested by the DOT; and,
- viii. work with the DOT to create additional capacity on the H-1 Freeway from Kunia to Waiawa.

Petitioner recognizes that there will be additional future contributions and requirements by the DOT that are yet to be determined.

b. Petitioner shall submit an updated Traffic Impact Analysis Report (TIAR) for review and acceptance by the DOT, the City and County of Honolulu Department of Planning and Permitting (DPP), and the City and County of Honolulu Department of Transportation Services (DTS). The updated TIAR shall include the most current updated traffic data, and shall provide and validate all recommended mitigations measure for potential project-related traffic impacts on State and City facilities to the satisfaction of the DOT, the DPP and the DTS. The updated TIAR shall include the construction status and timeline for the City's rail transit project, and shall specifically address the potential effects on traffic if the rail project does not proceed as anticipated. Petitioner shall obtain acceptance of the updated TIAR from the

DOT, the DPP, and the DTS, prior to submittal of a change in zoning application with the City and County of Honolulu.

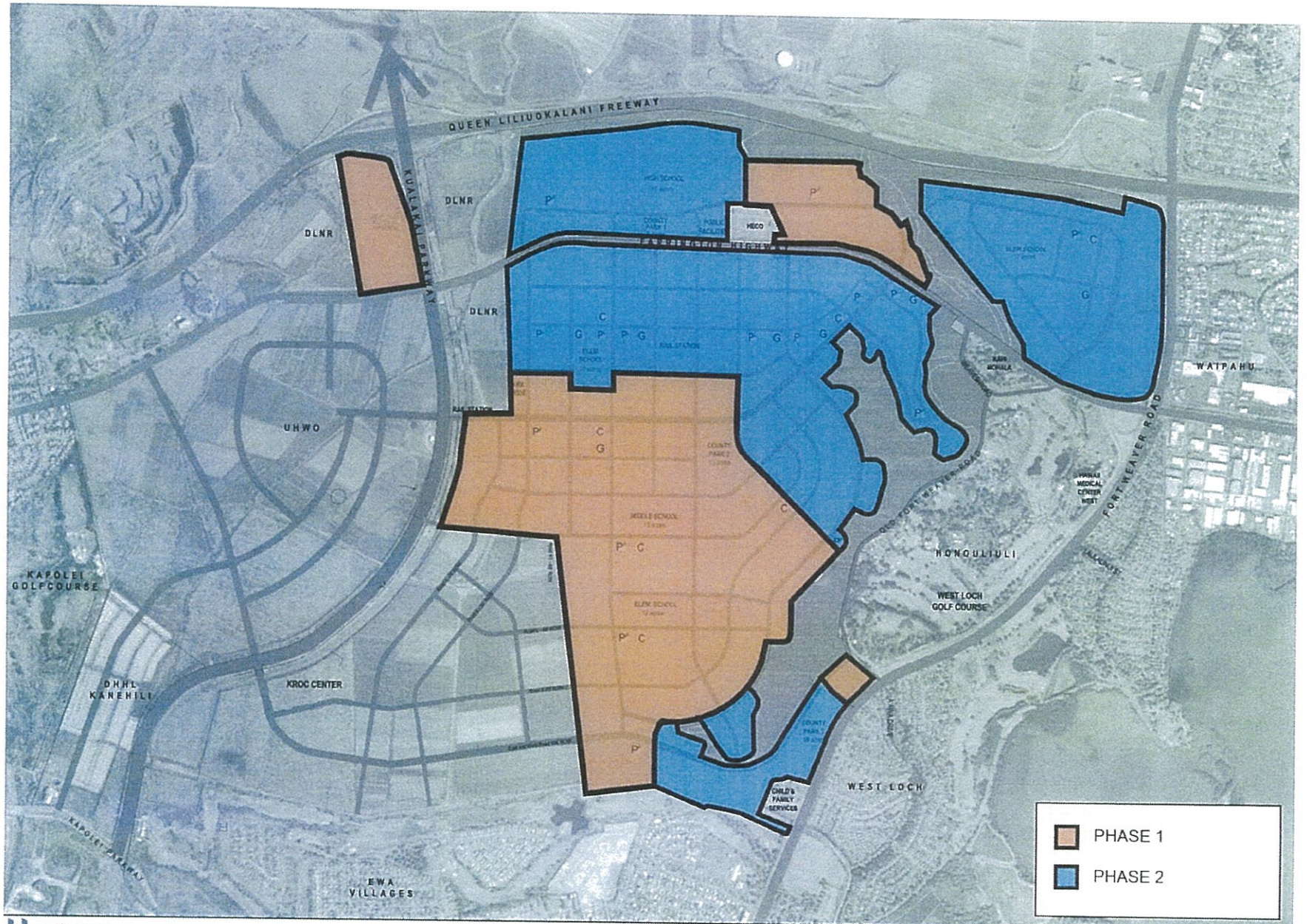
c. Any significant changes in Project phasing and development shall require the TIAR to be further updated to include any adjustments in the sequencing and timing for when the traffic improvements are to be built and/or scheduled to correspond to the adjusted phasing and development. Any updates to the TIAR shall include an update with respect to the construction status and projected timeline for the City's rail transit project. Any additional mitigation required as a result of these changes shall be provided within the updated TIAR. Based on the foregoing, all changes to the updated TIAR shall be provided to the DOT, the DPP, and the DTS for review and acceptance.

d. Petitioner shall fund the planning, design and construction of all traffic improvements required to mitigate local or direct project-generated and/or related traffic impacts, in accordance with the updated TIAR, as accepted by the DOT, the DPP, and the DTS. Petitioner shall fund its fair share of the planning, design and construction of all traffic improvements required to mitigate regional Project generated and/or traffic improvements in accordance with the updated TIAR, as accepted by the DOT, the DPP, and the DTS, or as set forth in a formal Memorandum of Agreement described in Condition No.10(e) below. All required traffic improvements for each phase of the Project shall be constructed in accordance with the timing and schedule as recommended in the updated/revised TIAR.

e. A formal Memorandum of Agreement shall be established between Petitioner and the DOT, documenting all aspects of the agreed-upon improvements required to mitigate Project generated and/or related transportation impacts to State transportation facilities.

f. Petitioner shall continue to coordinate with the DOT, the DPP, and the DTS to ensure that all traffic impacts are adequately addressed and properly mitigated."

EXHIBIT C



NEIL ABERCROMBIE
GOVERNOR



STATE OF HAWAII
DEPARTMENT OF TRANSPORTATION
869 PUNCHBOWL STREET
HONOLULU, HAWAII 96813-5097

July 1, 2014

FILED

FORD N. FUCHIGAMI
INTERIM DIRECTOR

Deputy Directors
RANDY GRUNE
AUDREY HIDAKO
ROSS M. HIGASHI
JADINE URASAKI
IN REPLY REFER TO:

HWY-PS 2.7537

Mr. Cameron Nekota
Vice President
D.R. Horton - Schuler Homes
130 Merchant Street, Suite 112
Honolulu, Hawaii 96813

Dear Mr. Nekota:

Subject: Acceptance of Revised Draft Final Traffic Impact Analysis Report for Hoopili Development, Issued on April 25, 2013, Revised May 30, 2014 ("TIAR")
Ewa, Oahu, TMK: (1) 9-1-017:04(POR), 59 and 72, (1) 9-1-018:001 and 004

Pursuant to the State Land Use Commission (LUC) Decision and Order (D & O) dated June 21, 2012, (Docket No. A06-771), Condition 10.b states that Petitioner ("Horton"):

"b. Petitioner shall submit an updated Traffic Impact Analysis Report ("TIAR") for review and acceptance by the DOT, the City and County of Honolulu Department of Planning and Permitting ("DPP"), and the City and County of Honolulu Department of Transportation Services ("DTS") . . . Petitioner shall obtain acceptance of the updated TIAR from the DOT, the DPP, and the DTS, prior to submittal of a change in zoning application with the City and County of Honolulu." [emphasis added].

We acknowledge that we have received and reviewed the above referenced Revised Draft Final TIAR, prepared by Austin, Tsutsumi & Associates, Inc. for the Hoopili Project and have worked with Horton toward the satisfactory mitigation of traffic impacts resulting from the development of the project.

Pursuant to the aforementioned LUC Docket A06-771 D & O Condition No. 10.b, the above referenced Revised Draft Final TIAR is acceptable to the Department of Transportation (DOT) for processing and inclusion in the zone change application; provided that:

1. Horton shall provide the Hoopili Project Phase I (3,373 residential units, 1,040,000 sq. ft. of commercial/retail space, and 200 acres of agricultural use) recommended roadway and traffic mitigation measures as set forth in the above referenced Revised Draft Final TIAR and that corresponds to development thresholds, as agreeable to the DOT, and at no cost to the State.
2. Horton shall continue to coordinate with the DOT to insure that all traffic impacts are adequately addressed and shall correct any recommended mitigations that are not operating to the DOT requirements at the build-out of Phase 1.
3. Horton shall provide one additional lane in each direction on H-1 Freeway from Kunia Interchange to Waiawa Interchange prior to the completion of the 5000th residential unit. Although the recommended H-1 Freeway improvements are acceptable to the DOT in concept, the design and design exceptions shall be subject to the DOT requirements and approval. Horton shall also evaluate the feasibility of providing an additional lane in each direction on H-1 Freeway between the Kunia Interchange and Kualakai Interchange.

EXHIBIT D

Mr. Cameron Nekota
July 1, 2014
Page 2

HWY-PS 2.7537

4. A subsequent updated TIAR shall be completed by Horton and Horton shall obtain our Departments acceptance of the updated TIAR prior to the construction of more than 3,373 residential units and more than 1,040,000 sq. ft. of commercial/retail space.
5. Pursuant to LUC Docket A06-771 D & O Condition No. 10.a.vii, Horton shall "contribute additional lands for the Kunia Interchange as requested by the DOT". Horton and the DOT will reach an agreement on the approximate amount of land required to accommodate a south bound loop on ramp from Kunia Road to the east bound H-1 Freeway or other improvements in the southwest quadrant of the Kunia Interchange and additional lanes along the west side of Kunia Road between the H-1 Freeway and Farrington Highway, prior to the sale or development of the lands in that area.

Pursuant to LUC Docket A06-771 D & O Condition No. 10.e, a formal Memorandum of Agreement shall be established between Horton and the DOT, "documenting all aspects of the agreed-upon improvements required to mitigate project generated and/or related transportation impacts to State transportation facilities."

Horton shall satisfy all other conditions in the LUC Docket A06-771 D & O.

If there are any questions, please contact Alvin Takeshita, Highway Administrator, Highways Division, at (808) 587-2220. Please reference File Review No. 2013-102C in all contacts and correspondence regarding these comments.

Very truly yours,



FORD N. FUCHIGAMI
Interim Director of Transportation

c: Mr. George I. Atta, City & County of Honolulu, DPP

Exhibit "E"
Phase I (=3,373 DU and 1,040,000 SF) Improvements by D.R. Horton

Item No.	Road or Intersection	Phase	Trucks	Est. Cost	Improvement Description
1	Kualakal Parkway	Phase I	3,373 DU 1,040,000 SF	E.3, E.4, E.5	Widen Kualakal Parkway to provide three (3) through lanes (each) in the northbound and southbound directions between Hoopili Road "E" and Keahumoa Parkway.
2	Kualakal Parkway/ Westbound H-1 Freeway On/Off- Ramps	Phase I	3,373 DU 1,040,000 SF	E.1	<u>Northbound:</u> Modify the striping to two left-turn lanes and one through lane. <u>Southbound:</u> Modify the right-turn to a yield instead of free right-turn.
3	Kualakal Parkway/ Farrington Highway	Phase I	2,665 DU 512,600 SF	E.2	<u>Northbound:</u> Provide an additional left-turn lane. <u>Eastbound:</u> Provide a third additional through lane and a left-turn lane. <u>Westbound:</u> Provide a third additional through and a left-turn lane. <u>Southbound:</u> Provide an additional left-turn lane. --- Refer to Attachment 1 for supporting documentation.
4	Kualakal Parkway/ UH West Oahu/ Future D.R. Horton Road "E"	Phase I	847 DU 731,000 SF	E.3(a)	<u>Traffic Signal:</u> Construct when warranted <u>Northbound:</u> Provide a new right-turn lane. <u>Southbound:</u> Provide a new left-turn lane. <u>Westbound:</u> Provide a new left-turn lane, through lane, and right-turn lane.
		Phase I	2,160 DU 881,000 SF	E.3(b)	<u>Southbound:</u> Provide an additional left-turn lane
		Phase I	2,666 DU 1,009,000 SF	E.3(c)	<u>Northbound:</u> Provide an additional through lane
5	Kualakal Parkway/ DHHL Access/Future D.R. Horton Road "H"	Phase I	3,373 DU 1,040,000 SF	E.4	<u>Traffic Signal:</u> Construct when warranted <u>Northbound:</u> Provide a new through lane and right-turn lane. <u>Southbound:</u> Provide two new left-turn lanes and a through lane. <u>Westbound:</u> Provide a new shared left-turn/through lane and right-turn lane.
6	Kualakal Parkway/ Keahumoa Parkway	Phase I	307 DU 97,000 SF	E.5(a)	<u>Southbound:</u> Provide an additional left-turn lane.
		Phase I	2,160 DU 881,000 SF	E.5(b)	<u>Northbound:</u> Provide a new through lane and a right-turn lane.
		Phase I	3,373 DU 1,040,000 SF	E.5(c)	<u>Traffic Signal:</u> Construct When Warranted <u>Southbound:</u> Provide a new through lane. <u>Westbound:</u> Provide a new left-turn lane and a through lane.
7	Kualakal Parkway/ Kapolei Parkway	Existing	Completed	E.6	<u>Northbound:</u> Provide a new left-turn lane, two (2) through lanes, and a right-turn lane. <u>Southbound:</u> Provide two (2) new through lanes. <u>Eastbound:</u> Re-stripe the right most through lane into a right-turn lane. <u>Westbound:</u> Provide two (2) new left-turn lanes.
8	Kunia Road/ H-1 WB Off-Ramp/ H-1 WB On-Ramp NBL	Existing	Completed	E.7	<u>Traffic Signal:</u> Construct when warranted --- <u>Note:</u> The traffic signal has already been constructed by HDO1 and is currently operational.



HOOPILI MOA	Kualakai Parkway/H-1 Freeway WB Ramps	EXHIBIT E.1
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NOT TO SCALE

Kualakai

Farrington

Highway

Parkway

Legend:

Phase I
without Project
Improvement

Phase I
with Project
Improvement

Subject to next updated TIAR
as approved by HDOT or
future phase

HOOPILI MOA

Kualakai Parkway/Farrington Highway

EXHIBIT

E.2

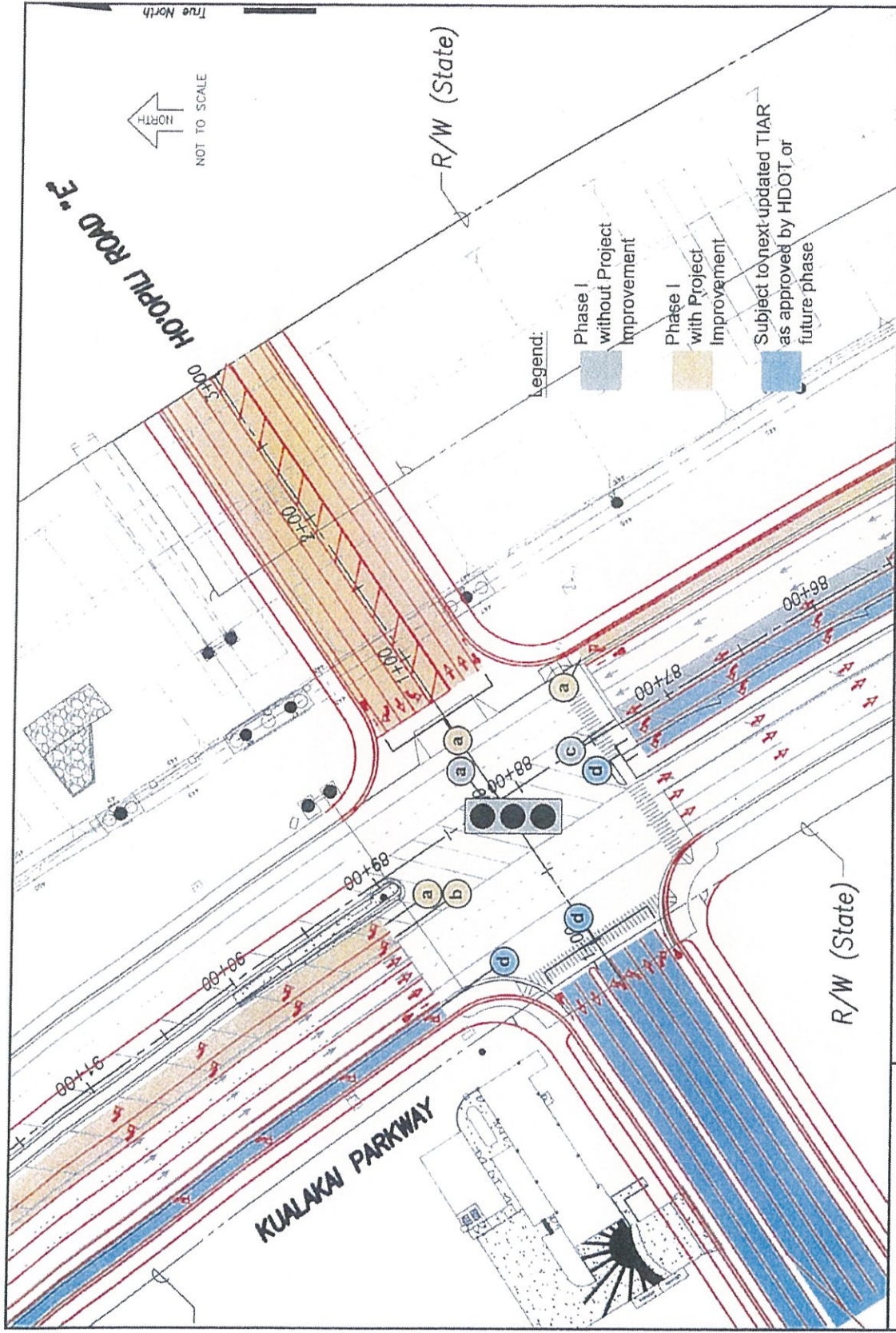
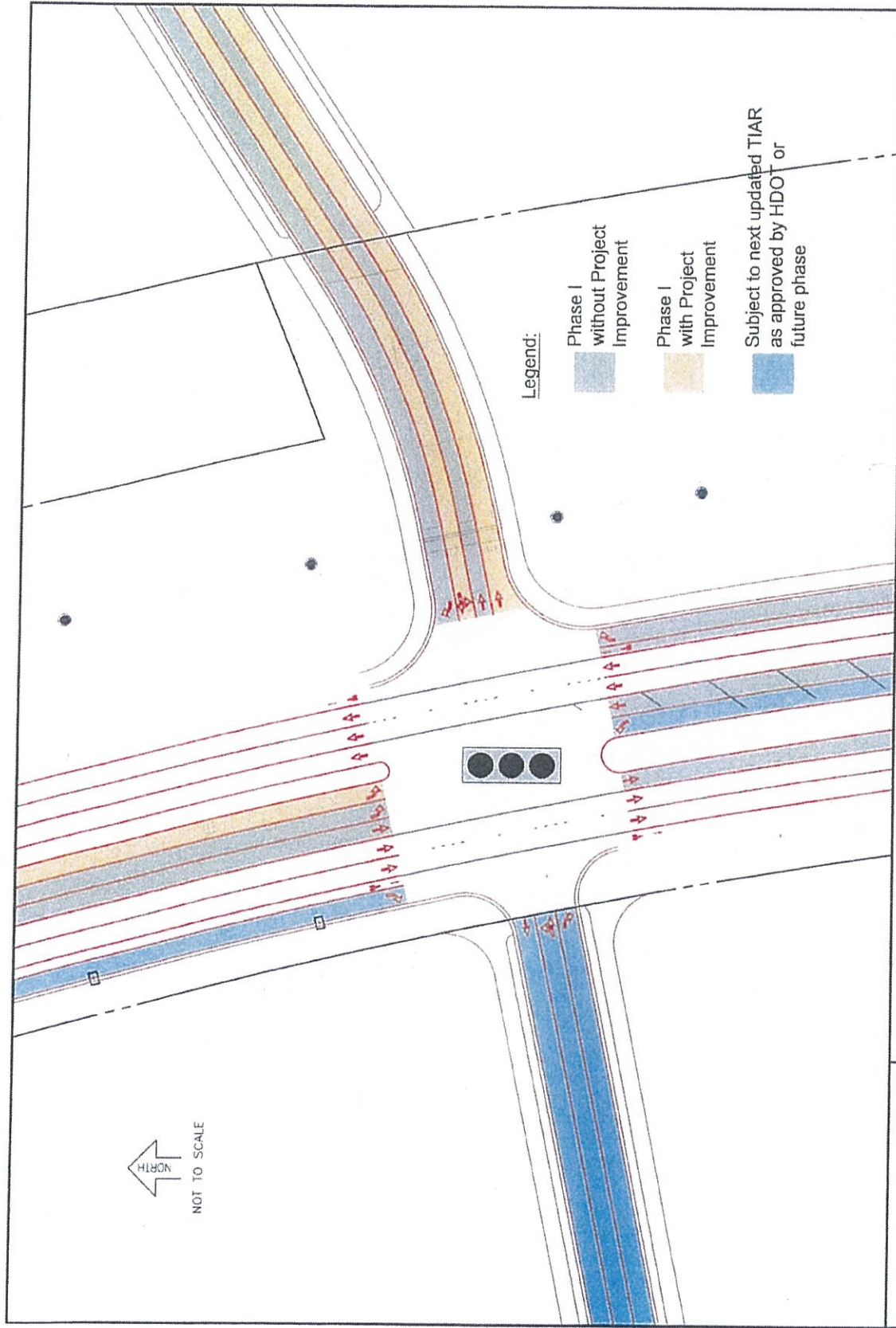


EXHIBIT	E.3
Kualakai Parkway/Road "E"	
HOPIILI MOA	

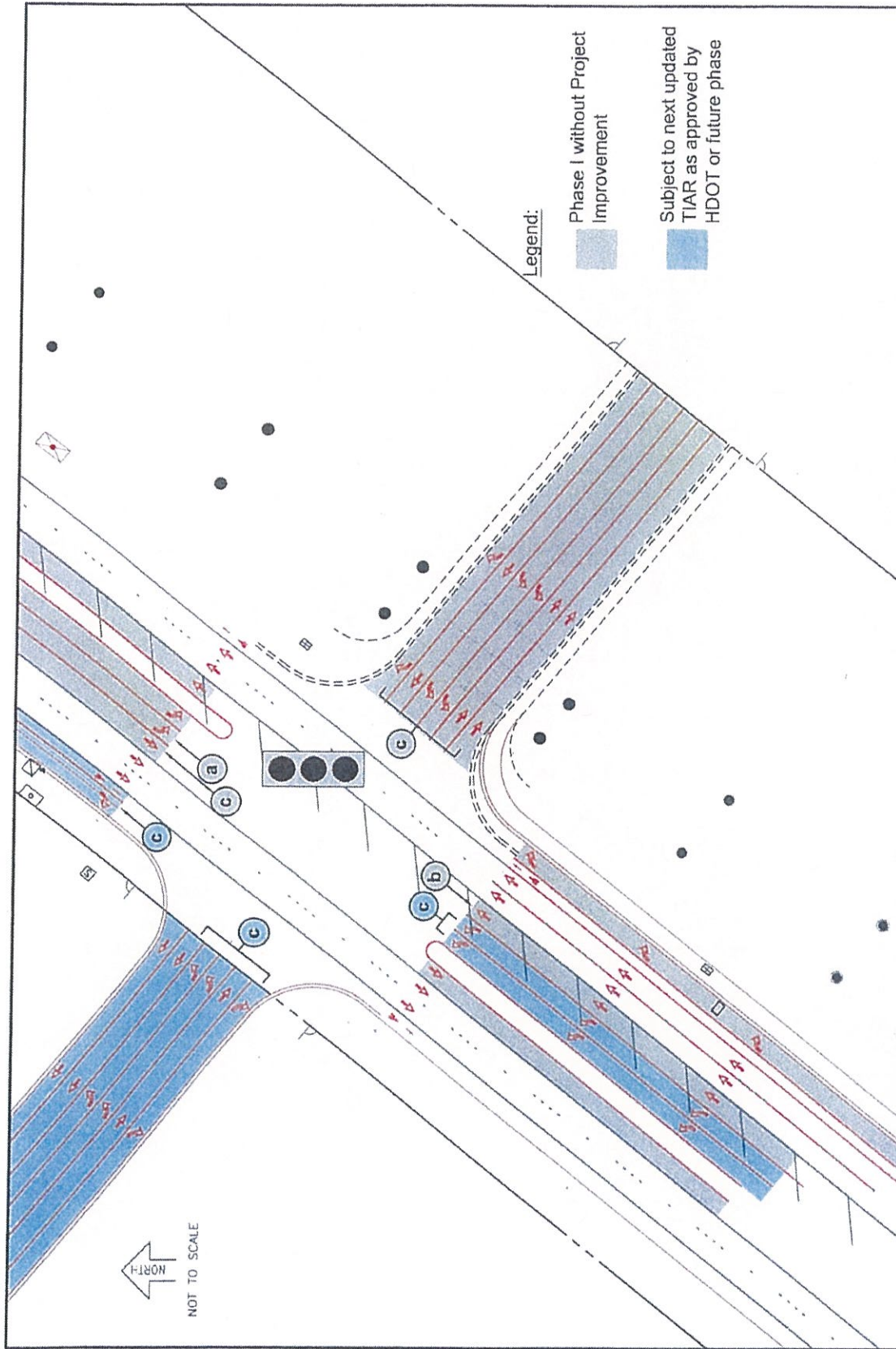


EXHIBIT

E.4

Kualakai Parkway/Road "H"

HOOPILI MOA

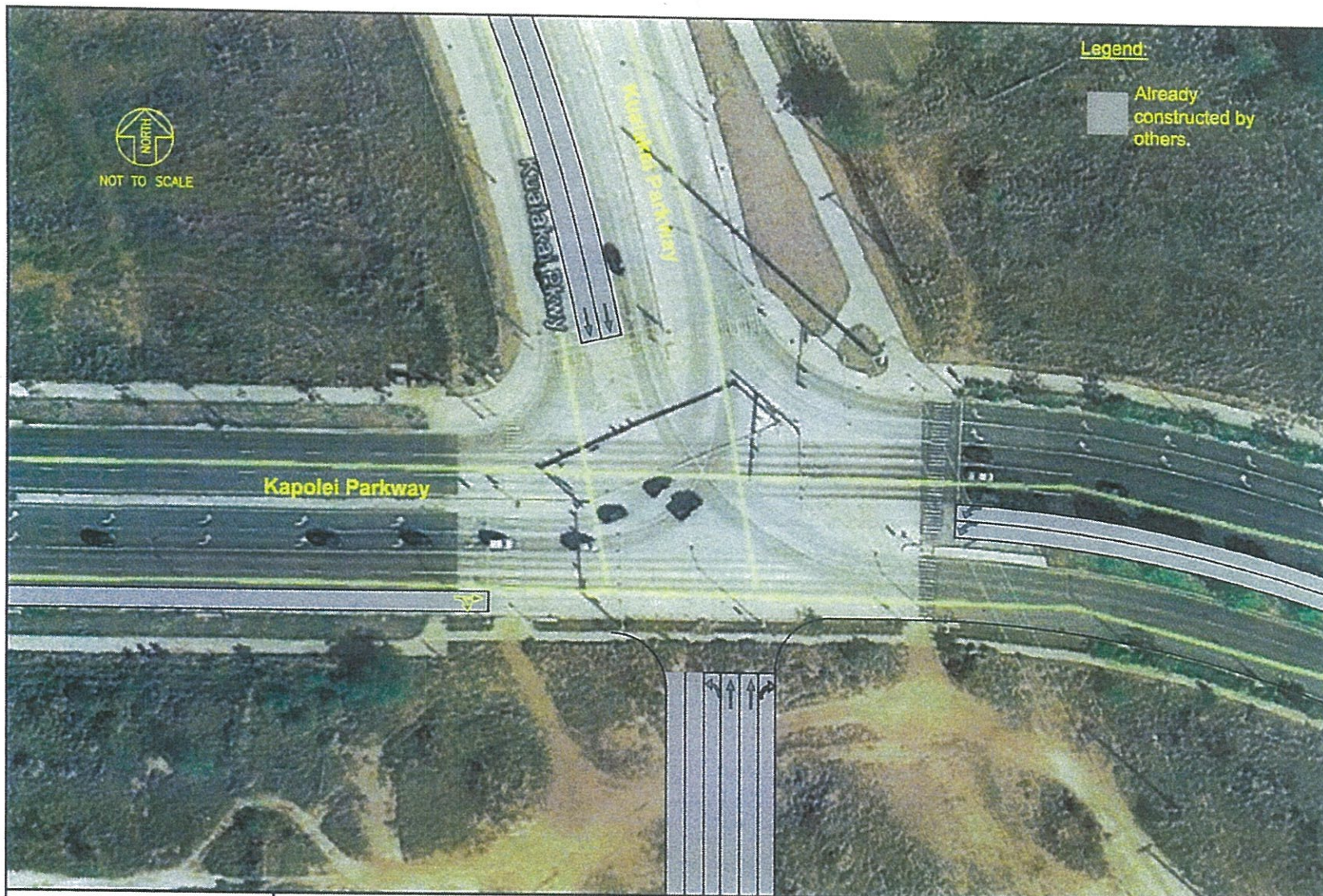


EXHIBIT

E.5

Kualakai Parkway/Keahumoa Parkway

HOOPILI MOA

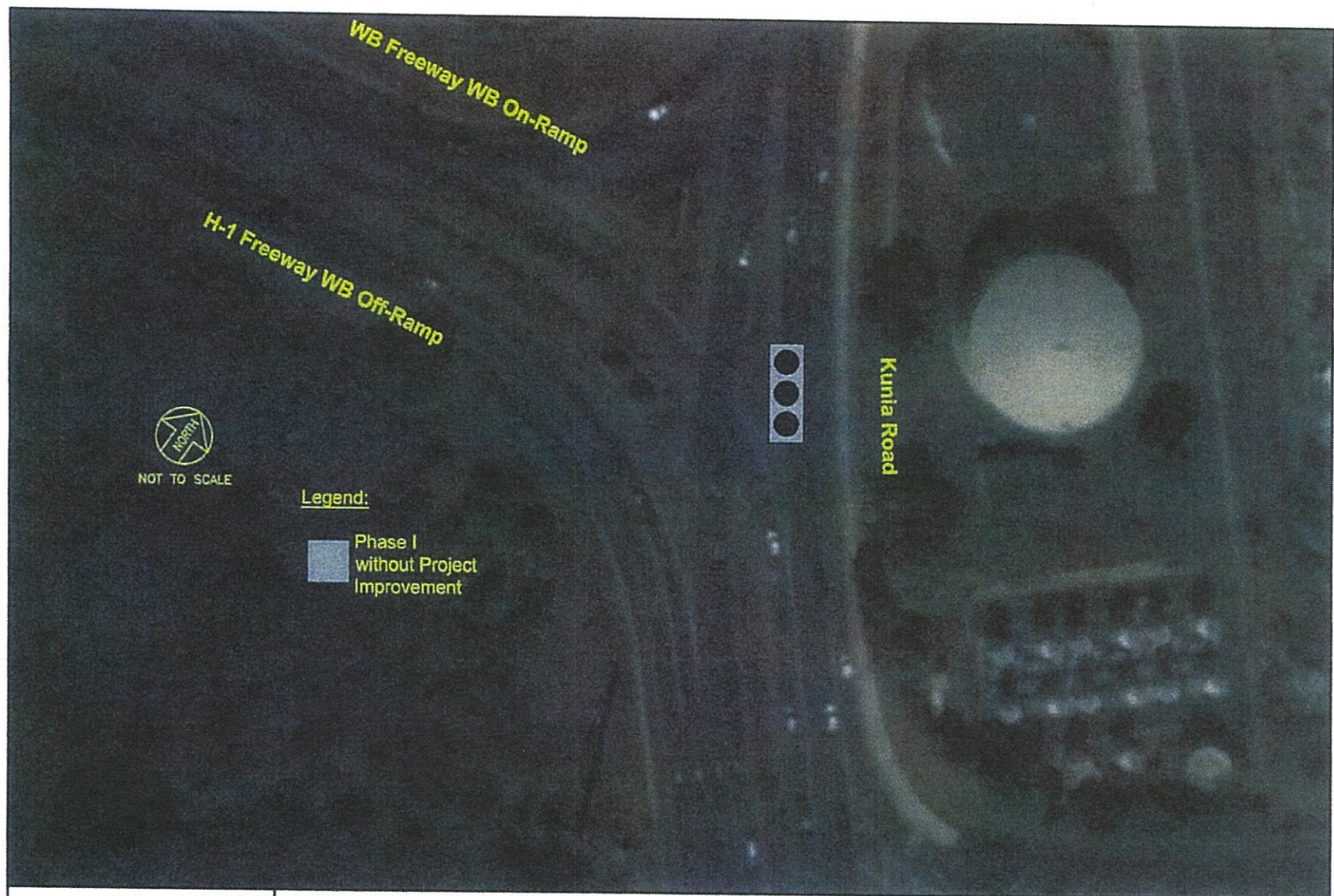


HOOPILI MOA

Kualakai Parkway/Kapolei Parkway

EXHIBIT

E.6



HOOPILI MOA

Kunia Road/H-1 Freeway WB On-Ramp

EXHIBIT

E.7

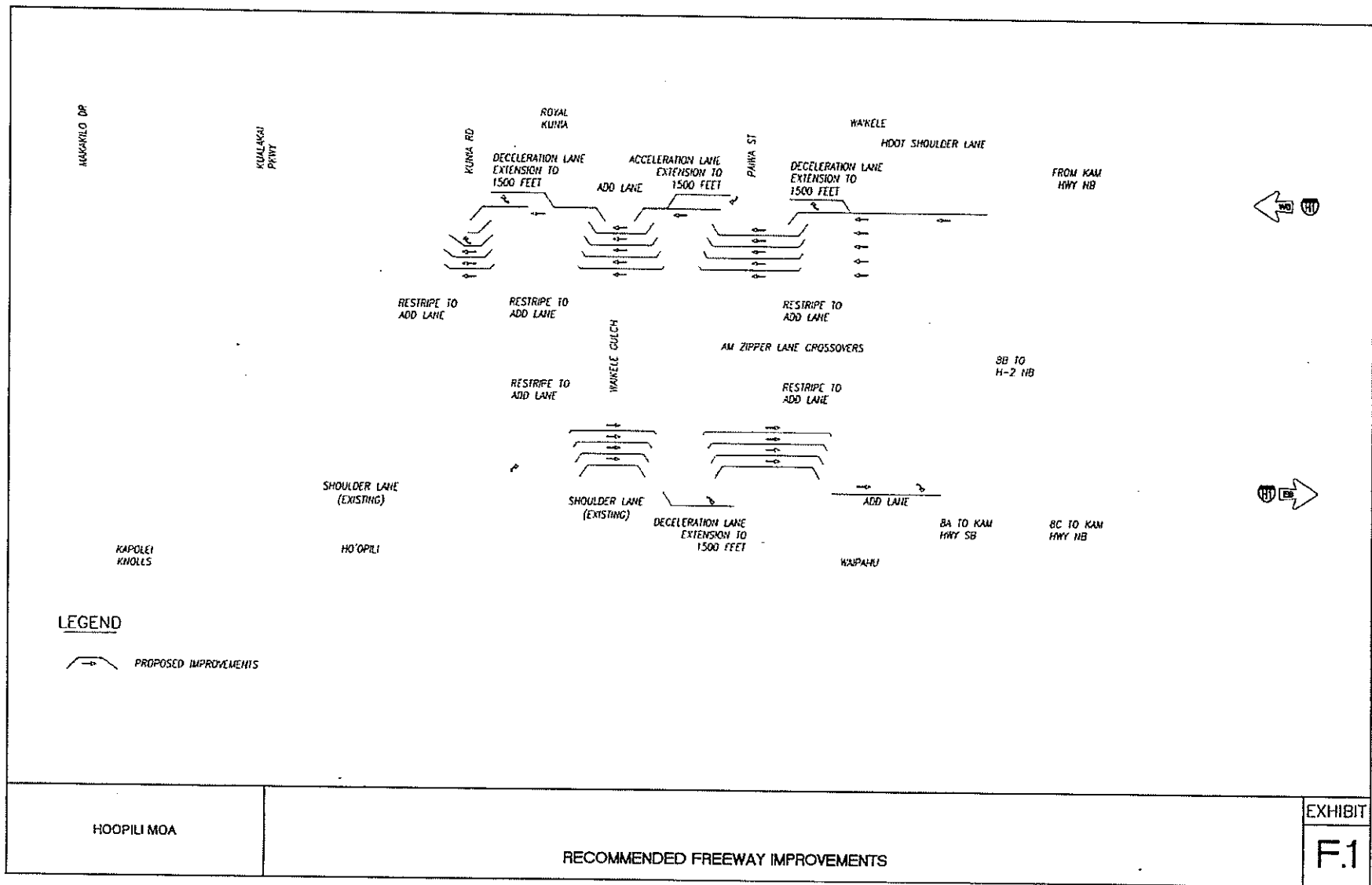
Exhibit "F"
Phase I Improvements Subject to Next TIAR

Item No.	Road or Intersection	Phase	Trigger	Exhibit(s)	Improvement Description
9	H-1 Freeway, Kula Interchange to Waiawa Interchange	Phase I	3,375 DU	1, 2	1. This figure is from the Hoopi TIAR dated May 30, 2014. And, per HDOT letter PS 17537, dated 7/1/14, the west limit of this improvement has been revised from Kulaiki Parkway to Kula Interchange, and the additional lane in each direction shall be completed prior to the 5,000th residential unit. 2. The 4th westbound lane has been constructed in 2015.
10	Kulaiki Parkway/ Westbound H-1 Freeway On/Off Ramps	Phase I	1,123 DU 1,040,000 SF	1, 2	Southbound: provide an additional through lane. This is needed for the Makiki Extension Roadway.
11	Kulaiki Parkway/ Hoopi 35 acre commercial parcel	Phase I	When needed by the Parcel Owner	1, 2	Southbound: Provide new right turn lane Eastbound: Provide new right turn lane Refer to Attachment 1 for supporting documents and
12	Kulaiki Parkway/ Farrington Highway	Phase I	2,658 DU 247,000 SF	1, 2	Eastbound/Westbound: Widen to 4 lanes
13	Kulaiki Parkway/ Off West Dahua Future D.R. Horton Road "E"	Phase I	When needed by the Parcel Owner	1, 2, 3	Northbound: Provide two new left turn lanes Southbound: Provide a new right turn lane Eastbound: Provide two new left turn lanes, a through lane, and a right turn lane
14	Kulaiki Parkway/ Diagonal Access/Future D.R. Horton Road "H"	Phase I	4,373 DU 1,010,000 SF	1, 2	Northbound: Provide a new left turn lane Southbound: Provide a right turn lane Eastbound: Provide a new shared left turn/through lane and a new right turn lane
15	Kulaiki Parkway/ Kauhuna Parkway	Phase I	1,474 DU 1,040,000 SF	1, 2, 3	Northbound: Provide two new left turn lanes Southbound: Provide a new right turn lane Eastbound: Provide two new left turn lanes, a through lane, and a right turn lane
16	Kula Road/ H-1 On Ramp from Kula Road	Phase I	750	1, 2	Northbound: Modify the striping to provide two (2) through lanes, and two right turn lanes.
17	Fort Weaver Road/ Kalahele Drive	Phase I	750	1, 2	Westbound: Modify the striping to provide a shared left turn/through lane and double right turn lane.
18	Farrington Highway	Phase I	750	1, 2, 3, 4, 5, 6, 7	Widen to four (4) lanes between Golf Course Road and Kula Road

Notes:

The traffic and roadway improvements set forth on this "Exhibit F" are anticipated to be required for development areas completed after Phase I. These improvements shall be subject to verification in the Next updated TIAR, (Phase II) as approved by HDOT. Phase II shall be defined as development be, and 3,375 DU and 1,040,000 SF.

Some improvements in this exhibit are the responsibility of others, and not under the control of D.R. Horton. If any updated TIAR for the Hoopi development as approved by HDOT requires the said improvement to be constructed, D.R. Horton shall cause the improvement to be completed.





NOT TO SCALE

**Hoopili 38-Acre
Commercial Parcel**

Legend:



Phase II with Project
Improvement

KUALAKAI PARKWAY

Kualakai

Parkway

HOOPILI MOA

Kualakai Parkway/38-Acre Parcel

EXHIBIT

F.2



NOT TO SCALE

Legend:



Subject to next
updated TIAR as
approved by
HDOT or future
phase

H-1 EB on-ramp

Kipou Street

Kunia Road

HOOPILI MOA

Kunia Road/H-1 Freeway EB Onramp

EXHIBIT

F.3



HOOPILI MOA

Fort Weaver Road/Kolowaka Drive

EXHIBIT

F.4