Land Use Commission  
State of Hawai‘i  
P.O. Box 2359  
Honolulu, Hawai‘i 96804-2359

Wailuku Project District (Kehalani), Wailuku, Maui, Hawai‘i

Dear Honorable Chairman and Members:

In response to Condition 12 of the Findings of Fact, Conclusions of Law, and Decision and Order, dated January 30, 1990, we are pleased to submit the following report. Please note that this report is being submitted solely on behalf of RCFC Kehalani, LLC and solely with respect to the Wailuku Project District (also sometimes referred to as "Kehalani"). Previously the Petitioner's affiliate, RCFC Piihana, LLC held an ownership interest in certain lands which were a part of the Piihana Project District; however, all such interests have since been sold to a third party.

BACKGROUND

On January 30, 1990, the Land Use Commission (the “Commission”) issued its Findings of Fact, Conclusions of Law, and Decision and Order in Docket No. A-89-642, granting the reclassification of approximately 624 acres of land situated at Wailuku and Piihana, County of Maui, State of Hawaii, comprised of approximately 545 acres of land identified on the Tax Maps of the State of Hawaii as Tax Map Key Numbers: 3-5-01:01 (portion), 17 (portion), and 3-4-07:02 (portion) (hereinafter referred to as “Wailuku Project District”); and 79 acres identified on the Tax Maps of the State of Hawaii as Tax Map Key Number: 3-3-01:16 (portion), 33, and 3-4-32:10, 18 and 01 (portion) (hereinafter referred to as “Piihana Project District”) from the Agricultural to the Urban Land Use District.
RCFC Kehalani, LLC (the “Petitioner”) has received approvals to develop the property pursuant to Maui County’s three-phase “Project District” zoning ordinance.

The Phase I application for the Wailuku Project District was submitted to the County of Maui in April 1990. This submittal petitioned the County to establish the Project District and define the zoning within them. The proposal was brought before the Maui County Council for review and was approved in November 1991.

The Phase II application for the Wailuku Project District was submitted to the County of Maui in December of 1991. This submittal further refined the designs of the project and the project’s impacts on the surrounding communities. This submittal also set standards for architecture, occupancy, and specific uses within the Project District. The County of Maui has approved the Phase II submittal for the Wailuku Project District.

WAILUKU PROJECT DISTRICT

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

On June 28, 2016, the Petitioner submitted an amendment to the Wailuku Project District Phase II Land Use Map identifying the residential sub-districts which was approved by the Maui Planning Commission. A copy of the revised land use map was submitted with the 2019 Annual Report.

Phase III approvals are granted by the County of Maui for each individual neighborhood or project. Each approval requires the submittal of such information as site layout, product and landscaping design and a review of compliance with the zoning and Phase II conditions. The Phase III approval process will continue throughout the life of the Project District. To date, Kehalani has received Phase III approvals on 25 of the 28 planned neighborhoods in the Wailuku Project District. Of the approved neighborhoods, 7 are east (makai) of Honoapiilani Highway, and 18 are west (mauka) of the highway.

UPDATE ON COMPLIANCE WITH LUC CONDITIONS:

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

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

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

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

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

Response: The Petitioner continues to work with the Maui County Department of Housing and Human Concerns (DHHC) on fulfilling the affordable requirements associated with the Project District. As of April 18, 2022, the Petitioner is in compliance with the affordable housing requirements, with the exception of Kehalani Module 2 (TMK (2)3-5-001:075), which is currently under development. Kehalani Module 2 is owned by Kehalani Module 2 LLC. Kehalani Module 2 LLC obtained the parcel from Kehalani 217-Maui, LLC on June 30, 2021. The Ownership of Kehalani Module 2 will be satisfying the affordable housing requirements concurrently with the development of their Project and is working with the DHHC to satisfy their affordable housing requirements. A letter dated July 6, 2022 from the DHHC and related summary confirming the total
housing units built and affordable credits earned through April 18, 2022 is attached for your reference. See Exhibit “A”.

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

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

Response: On July 22, 2022 the Petitioner and the County of Maui entered into an agreement to resolve all of the traffic and roadway conditions for the Project. The agreement is attached for your reference. (See Exhibit “B”). With respect to the State Department of Transportation (SDOT) the last remaining condition to improve the Kuikahi and Honoapi'ilani Highway intersection was completed in 2016. See attached SDOT letter (Exhibit “C”) dated November 3, 2016 accepting improvements.

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

Response: Drainage and erosion control plans are required by the County for each phase of development at Kehalani. The Petitioner has agreements with the County of Maui to install regional onsite and offsite drainage improvements that benefit both Kehalani and the surrounding areas. Copies of these agreements were included with the Annual Report for 2009. The drainage improvements are divided into two (2) basic areas, makai (serving areas below Honoapi'ilani Highway) and mauka (serving areas above Honoapi'ilani Highway). Both the makai drainage system and mauka drainage system have been completed. On October 22, 2014 the County of Maui executed a Satisfaction and Release of the Second Supplemental Unilateral Agreement for the makai drainage improvements (see Exhibit “D”). The Petitioner is currently preparing a satisfaction and release document for mauka drainage improvement along with the necessary easement agreements to convey the mauka drainage system to
the County of Maui for maintenance. Attached is a letter dated April 26, 2022 (Exhibit “E”) from the Petitioner to the County of Maui confirming the mauka drainage improvement required by the Supplemental Unilateral Agreement for Drainage Improvements relating to Wailuku Project District 3 recorded in the Bureau of Conveyances as Document No. 2003-091383 have been completed.

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

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

In July 2003 the Iao Aquifer was officially designated as a ground water management area. In 2007, the Projects prior Petitioner applied for and was granted a new water use permit for its Wailuku Shaft 33 Well situated within the Kehalani lands. The DWS under a license agreement with prior Petitioner operated and maintained the Wailuku Shaft 33 Well to provide water for the DWS’s Central Maui Water System. In August 2015, the current Petitioner entered into a development agreement with the DWS to develop Wailuku Well No. 2 as a replacement well for Shaft 33. The development of this well has been completed and was conveyed to the DWS on April 18, 2017. Upon the conveyance of the well to the DWS, the Petitioner obtained the water source required for the balance of the project.

Upon the completion and conveyance of Wailuku Well No. 2 to the DWS, the Petitioner commenced with the closure of the Shaft 33 Well, and on September 29, 2017, the State of Hawaii Commission on Water Resource Management acknowledged the closure and abandonment of Shaft 33.

Currently, the Petitioner is working with the DWS in developing the Kehalani mid-level booster pump system. This system will allow the DWS to pump water from the Iao Water Storage Tank to the Kehalani Mid-level Tank. Revisions requested by the DWS have delayed this Project and Petitioner is now anticipating that this Project will commence in the last quarter of 2022 with completion in the third quarter of 2023.
5. **Petitioner shall pay its pro rata share to expand or improve the existing Kahului Wastewater Treatment Plant and/or route the wastewater to be generated by the Project to the proposed new Central Maui Wastewater Treatment Plant to the satisfaction of the County of Maui, Department of Public Works, and the State Department of Health. Petitioner shall also participate in the funding of the proposed new wastewater treatment plant and required transmission lines.**

**Response:** In January 1990, the planned expansion of the Kahului Wastewater Treatment Plant was completed. The plant’s capacity was increased from 6.0 to 7.9 million gallons per day. The increased capacity of the Kahului Wastewater Treatment Plant was anticipated to provide sufficient capacity for the Project. The Petitioner also entered into an agreement with the County of Maui to upgrade existing offsite sewer collection systems downstream of the Project. The offsite sewer collection system upgrades are completed. Petitioner has also paid impact fees on a per-unit basis to the County of Maui for the expansion of the Kahului Wastewater treatment facility from 1994 through 2017. On November 3, 2017, the County of Maui discontinued the collection of the impact fee as the fees collected repaid the costs of the treatment facility expansion.

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

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

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

**Response:** The process of developing 14 acres for an elementary school site within the Wailuku Project District has been finalized. The State Department of Education (DOE) completed construction of the new elementary school and the school opened on August 4, 2013. The warranty deed to the DOE has been executed and recorded. The Educational Contribution Agreement for Wailuku Project District and related amendments document the Petitioner’s satisfaction of
its pro rata share requirements for education at Kehalani. Copies of these agreements and amendments were included in previous reports.

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

**Response:** Petitioner is committed to provide its prorata share for police, fire, park, and solid waste disposal. The Wailuku Project District includes areas for private and neighborhood parks. On December 3, 2012, Petitioner entered into a new park assessment agreement with the County of Maui for the Wailuku Project District. The agreement required the development of the Mauka and Makai Parks and pocket parks within the Wailuku Project District. The agreement and associated Maui County Council Resolution 12-92 was previously submitted with the 2014 Annual Report.

Construction of the Makai Park was initiated in March 2014 and completed and conveyed to the County of Maui in May 2015. Petitioner completed construction of the Mauka Park in June 2017 and on March 5, 2018 the Mauka Park land and improvements were conveyed to the County of Maui via a warranty deed.

With respect to the pocket parks, three (3) pocket parks have been completed and are being maintained by the Kehalani Community Association.

On October 6, 2021, the County of Maui, Department of Parks and Recreation confirmed that the Petitioner was in compliance with the Parks and Open Space requirements for the Project (see Exhibit “F”).

On February 8, 2022, the Petitioner entered into a memorandum of agreement with the County of Maui to construct a community center for the Kehalani Community Association. Upon completion of the community center, the underlying land and community center will be conveyed to the Kehalani Community Association for its use (see Exhibit “G”).

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

Petitioner shall immediately stop work and contact the State Historic Preservation Office should any archaeological resources such as artifacts, shell, bone or charcoal deposits, human burial, rock or coral alignments, pavings or walls be encountered during the Project’s development.
Response: The first paragraph of this condition does not apply to the Wailuku (Kehalani) Project District. The Petitioner acknowledges paragraph two of this condition and will comply with this condition.

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

Response: Project District Phase II approval has been received from the County of Maui. The Project District Phase II approval process is a public hearing process. The Maui Planning Commission reviews more specific site plans, architectural designs and imposes additional conditions to the development. Also, Project District Phase III approval has been obtained on 25 of the 28 planned neighborhoods within the Project. During the Phase III approval process the County of Maui Planning Director reviews plans for site and conceptual building design to ensure its compliance with representations made at the Phase I and II approval process. The plans provided to the County of Maui are substantially in keeping with the information provided to the Commission.

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

Response:

The Commission was notified of the following conveyances for the Wailuku Project District in previous Annual Reports.

A. All undeveloped land at Kehalani, including the Kehalani Village Center was conveyed to RCFC Kehalani, LLC on July 22, 2013.

B. On August 11, 2014, Module 19, identified as TMK (2)3-5-001:090, was conveyed to HBT OF KEHALANI LLC on August 11, 2014.

C. On December 23, 2015, Module 14, identified as TMK (2)3-5-001:110, was conveyed to D.R. Horton-Schuler Homes, LLC.

D. On January 4, 2016 Lot P-2-A, identified as TMK (2)3-5-001:106, was conveyed to the County of Maui (Wailuku Well No. 1 Site).
E. On January 4, 2016, Lot T-1, identified as TMK (2)3-5-001:091, was conveyed to the County of Maui (Iao Water Tank Site).

F. On April 16, 2016, Modules 12 and 13, identified as TMK (2)3-5-001:108 and 109, were conveyed to Kehalani Investors, LLC.

G. On February 7, 2017, Module 18, identified as TMK (2)3-5-001:089, was conveyed to HBT of Ilima LLC.

H. On March 8, 2017, Module 9, identified as TMK (2)3-5-001:112, was conveyed to D.R. Horton-Schuler Homes, LLC.

I. On April 18, 2017, Lot P-3-A, identified as TMK (2)3-5-001:117, was conveyed to the County of Maui (Wailuku Well No. 2 site).

J. On March 5, 2018, Lot 1-J, identified as TMK (2)3-5-001:080 was conveyed to the County of Maui (Kehalani Mauka Park).

K. The Petitioner is developing a 25-lot residential subdivision on Module 8 (La’ikeha at Kehalani) identified as TMK Nos. (2)3-5-040:001 to 0028. Petitioner has sold and conveyed six (6) lots to individual buyers in 2019.

The Commission is hereby notified of the following conveyances for the Wailuku Project District in this 2022 Annual Report.

L. On October 12, 2020, Lot P-2-B, identified as TMK (2)3-5-001:100, was conveyed to the Kehalani Community Association. Petitioner improved this parcel as a Park and conveyed it to the Kehalani Community Association for its use.

M. On June 30, 2021, Module 2, identified as TMK (2)3-5-001:075, was sold by Kehalani 217-Maui, LLC to Kehalani Module 2 LLC. The Petitioner was not involved in this transaction.

N. On September 10, 2021, Petitioner completed its final sale of the 25-lot residential subdivision on Module 8 (La’ikeha at Kehalani) identified as TMK Nos. (2)3-5-040:001 to 0028.

12. Petitioner shall provide annual reports to the Commission, the Office of State Planning and the County of Maui Planning Department in connection with the status of the subject project and the Petitioner's progress in complying with the conditions imposed.
**Response:** This report is submitted in compliance with this requirement. Copies of the report are being provided to the Office of Planning and Sustainable Development and the County Department of Planning.

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

**Response:** As noted in previous Annual Reports, DHHL has completed its developments which was not impacted by the subject Wailuku Project District.

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

**Response:** In the 2014 Annual Report it was noted that the Kehalani Holdings Company, Inc. conveyed the Kehalani (Wailuku Project District 3) lands to RCFC Kehalani, LLC. In addition, RCFC Kehalani, LLC conveyed property in Kehalani (Wailuku Project District), identified as TMK (2)3-5-001:090 to HBT OF KEHALANI LLC; in 2015 TMK (2)3-5-001:110 to D.R. Horton, Schuler Homes, LLC; in 2016 TMK (2)3-5-001:108 and 109 to Kehalani Investors, LLC, and TMK (2)3-5-001:091 and 106 to the County of Maui; in 2017 TMK(2)-3-5-001:089 to HBT of Ilima LLC; TMK (2)3-5-001:112 to D.R. Horton-Schuler Homes, LLC; TMK (2)3-5-001:117 to County of Maui; in 2018 TMK (2)3-5-001:080 to the County of Maui; and in 2019 thru 2021, TMK (2)3-5-040:001 to 025 to individual Buyers; and in 2020 TMK (2)2-5-005:100 to the Kehalani Community Association. The properties are subject to the terms and conditions set forth in the Commission’s Decision and Order.

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

**Response:** At this time, the Petitioner is not requesting release from any of the conditions originally imposed.
If you have any questions, or require further information with regard to this Annual Report, please do not hesitate to contact me at (808) 983-1233.

Very truly yours,

Tessa Munekiyo Ng, AICP
Vice President

Enclosures

cc:  Brian Ige, RCFC Kehalani, LLC (w/enclosures)
    Randall F. Sakumoto, McCorriston Miller Mukai MacKinnon LLP (w/enclosures)
    Department of Planning (w/enclosures)
    Office of Planning and Sustainable Development (w/enclosures)
EXHIBIT A.

Letter from Department of Housing and Human Concerns Dated July 6, 2022
July 6, 2022

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

Dear Mr. Dowling:

SUBJECT: WAILUKU PROJECT DISTRICT 3 – KEHALANI MASTER PLANNED COMMUNITY

This letter serves as confirmation that the Kehalani Master Planned Community is currently in compliance with the affordable housing requirement with the exception of Module 2 which is owned by an unrelated 3rd party and as reflected in the attached summary chart dated 4-18-2022.

The Department’s expectation is that the Dowling Company, Inc. will work with the owner of Module 2 regarding continued compliance with affordable housing requirements within the Kehalani Master Planned Community.

Should you have any questions, please contact Mr. Buddy Almeida, Housing Administrator, at (808) 270-7351.

Sincerely,

LINDA R. MUNSELL
Deputy Director of Housing and Human Concerns

Attachment
xc: Housing Division

TO SUPPORT AND EMPOWER OUR COMMUNITY TO REACH ITS FULLEST POTENTIAL FOR PERSONAL WELL-BEING AND SELF-RELIANCE
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<th>Total Market Residential Units Available</th>
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<th>Total Phases I, II, III</th>
<th>ACTUAL Total Affordable Income Earned @ 80% Credit</th>
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<th>Surcharges or Balances</th>
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**Phase II - Completed**
- **Delta (SP) - Module 2**: 32 units
- **Pliot (SP) - Module 23**: 146 units
- **Total Phases**: 441 units

**Phase III - Current Development**
- **Trinity**: 70 units

**Total Phases I, II, III**: 1,541 units

**ACTUAL Requirement**: 1,541 units

**Surcharges or Balances**: 0
EXHIBIT B.

July 22, 2022
Traffic Agreement
WAILUKU-KAHULUI PROJECT DISTRICT 3
SATISFACTION OF CONDITIONS RELATING TO TRAFFIC IMPACTS

This Agreement is dated this 2nd day of July, 2022 (the “Effective Date”), and is executed by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 S. High Street, Wailuku, Hawaii 96793 (“County”), and RCFC KEHALANI, LLC, a Delaware limited liability company, whose address is 2005 Main Street, Wailuku, Hawaii 96793 (“RCFC”).

RECITALS

1. RCFC is a successor developer of the Wailuku-Kahului Project District 3 (“Kehalani”) and has diligently endeavored to bring Kehalani into compliance with (a) the requirements of Ordinance 2053 (1991), which conditionally zoned Kehalani (the “Zoning Ordinance”), and (b) the requirements of the Findings of Fact, Conclusions of Law, and Decision and Order for Docket No. A89-642, amending the State land use district boundaries for Kehalani (the “OBA”).


3. Conditions 2 and 3 of the Zoning Ordinance and Condition 2 of the OBA require that RCFC as the successor developer of Kehalani participate in various traffic/transportation improvements (the “Traffic Conditions”).

4. Condition 2 of the Zoning Ordinance requires that the developer of Kehalani submit a twenty-year master plan to the Director of Public Works of the County of Maui prior to preliminary subdivision approval of the project for the sewer, drainage, and traffic facility improvements in which the applicant participates. The master plans shall include, but shall not be limited to, on-site and offsite typical design standards, classification of roadways, and proposed construction schedules for each phase of the project.

5. Condition 3 of the Zoning Ordinance requires that the developer of Kehalani shall participate in those traffic improvement needs as required by the Department of Transportation of the State of Hawaii and the Director of Public Works of the County of Maui. This participation shall include, but shall not be limited to:

a. The extension, construction, and improvement of Waiale Drive from the vicinity of the proposed Mahalani Street intersection to Honoapiilani Highway in conformance to the standards of the County of Maui. Land and construction of this roadway extension is to be funded entirely by the applicant and shall be offered for dedication to the county of Maui upon completion of its construction;
b. The right-of-way of the existing cane haul road from Lower Main Street to the Maui Correctional Center shall be dedicated in fee simple interest free and clear of all
encumbrances, to the County of Maui upon request of the Director of Public Works. The value of the applicant's dedication of right-of-way and participation in the improvement of the roadway construction of the existing cane haul road shall be credited against any impact fee assessment. The applicant shall provide its fair and equitable share of costs of constructing the roadway. Construction of the roadway shall be in conformance to the standards of the County of Maui;

c. The applicant shall provide its fair and equitable share of the costs of roadway construction of the Mahalani Road extension in conformance to the standards of the County of Maui;

d. The intersection and roadway improvements of Honoapiilani Highway with the Project District in conformance to the requirements of the Highways Division of the Department of Transportation of the State of Hawaii which are to be funded entirely by the applicant;

e. The applicant shall provide its fair and equitable share of the costs of the planning and construction of a future by-pass roadway south of the Waiale Drive extension and the southern end of the Project District past Wailuku town which includes, but which is not limited to, the offer of dedication of the future by-pass right-of-way to the appropriate governmental body. The value of the applicant's participation in the improvement in the planning and construction of the roadway shall be credited against any impact fee assessment; and

f. The conformance with any impact fees assessed by the County of Maui.

The Location Map for Zoning Condition 3, attached as Exhibit 1, shows the general location of the requirements.

6. Condition 2 of the DBA requires that developer of Kehalani prepare, or participate in the preparation of, a regional traffic impact study to address all traffic impacts resulting from the Project in coordination with the State Department of Transportation and the County of Maui; and also that they participate on a pro rata share basis in the funding and construction of regional transportation improvements identified by, and to the satisfaction of the State Department of Transportation and the County of Maui. The Petitioner shall also fund and construct the transportation improvements in the immediate vicinity, and necessitated by the proposed development as identified by, and to the satisfaction of, the State Department of Transportation and the County of Maui. In addition, the Petitioner shall submit all construction plans, traffic studies, and drainage reports, associated with the Project Districts to the State Department of Transportation and the County of Maui for review and approval.

7. Over the years since 1991, and over the course of development, Wailuku Agribusiness Co., Inc. and its successors in title to Kehalani (collectively referred to as the "Kehalani Developers") have performed their obligations under the Traffic Conditions, in consultation with the Directors of Planning and Public Works.

8. The purpose of this Agreement is to reach an agreement in regards to full satisfaction of the Traffic Conditions.
AGREEMENT

I.  CONDITION 3 OF THE ZONING ORDINANCE

County and RCFC hereby agree that Condition 3 of the Zoning Ordinance has been satisfied to the following extent:

a.  The extension, construction, and improvement of Waiale Drive from the vicinity of the proposed Mahalani Street intersection to Honoapiilani Highway in conformance to the standards of the County of Maui. Land and construction of this roadway extension is to be funded entirely by the applicant and shall be offered for dedication to the county of Maui upon completion of its construction.

The construction of Waiale Drive was jointly completed by the County of Maui and the Kehalani Developers concurrently with the Mahalani Road extension (Item 3, below). The County obtained Federal Funding to complete this work. The County’s cost for this work was approximately $1,337,175.07 which included both the Waiale Drive and Mahalani Road Extensions. The Kehalani Developers’ participation included the conveyance of the land, subdivision of the roadway lot and partial mass grading of the roadway.

b.  The right-of-way of the existing cane haul road from Lower Main Street to the Maui Correctional Center shall be dedicated in fee simple interest free and clear of all encumbrances, to the County of Maui upon request of the Director of Public Works. The value of the applicant’s dedication of right-of-way and participation in the improvement of the roadway construction of the existing cane haul road shall be credited against any impact fee assessment. The applicant shall provide its fair and equitable share of costs of constructing the roadway. Construction of the roadway shall be in conformance to the standards of the County of Maui.

The Kehalani Developers conveyed one parcel along the right-of-way of the existing cane haul road from Lower Main Street to the Maui Correctional Center to the County. RCFC will continue to pursue the conveyance of two additional cane haul road parcels and one road widening lot to the County. Kehalani Holdings, Inc., one of the Kehalani Developers, holds title to the parcels. RCFC will use its best efforts to complete the conveyance with the assistance of the County of Maui. The Kehalani Developers have not contributed their fair and equitable share for the construction of this section of roadway.

c.  The applicant shall provide its fair and equitable share of the costs of roadway construction of the Mahalani Road extension in conformance to the standards of the County of Maui.

The construction of Mahalani Road was completed by the County of Maui at the same time the Waiale Drive construction was completed. The applicant’s participation included the conveyance of the land for the roadway. The Kehalani
Developers have not contributed their fair and equitable share of the roadway costs.

d. The intersection and roadway improvements of Honoapiilani Highway with the Project District in conformance to the requirements of the Highways Division of the Department of Transportation of the State of Hawaii which are to be funded entirely by the applicant;

   The intersection and roadway improvements of Honoapiilani Highway have been fully completed by the Kehalani Developers.

e. The applicant shall provide its fair and equitable share of the costs of the planning and construction of a future by-pass roadway south of the Waiale Drive extension and the southern end of the Project District past Waikapu town which includes, but which is not limited to, the offer of dedication of the future by-pass right-of-way to the appropriate governmental body. The value of the applicant's participation in the improvement in the planning and construction of the roadway shall be credited against any impact fee assessment

   The prior applicant placed encumbrances on the lands south of Waiale Road prior to the sale of the lands to third parties to assure the future by-pass roadway corridor would be provided. Portions of the future by-pass roadway lands have already been conveyed to the County. The applicant’s participation included the conveyance of the lands and subdivision of portions of the roadway parcel. The amount of land encumbered totals 24.752 acres for the future right of way. (Subdivision 3.2069 lots L and K for a total acreage of 12.79 acres and Subdivision 3.2278 Easement A-1 11.958 acres). The section of the roadway between Kuikahi and Waiko Road has already been constructed by Spencer homes at no cost to the County.

f. The conformance with any impact fees assessed by the County of Maui.

   The County of Maui has not created any impact fees.

II. PHASING AGREEMENT FOR ROADWAY IMPROVEMENTS AT KEHALANI VILLAGE CENTER

   County and RCFC further agree that the Phasing Agreement for Roadway Improvements dated October 2, 2012, recorded in the State of Hawaii Bureau of Conveyances as Document No. A-46610562, as amended by the First Amendment of Phasing Agreement for Roadway Improvements dated November 14, 2017, recorded in the said Bureau of Conveyances as Document No. A-65420791 (collectively the “Phasing Agreement”), have been satisfied to the following extent:

   Kehalani Developers have fully completed the improvements with the exception of installing the traffic signal equipment at the intersection of 1) Kuikahi Drive
and the Kehalani Village Center ("KVC") and 2) Waiale Drive and the KVC. The traffic signal equipment was not installed at direction of the County as they were deemed to not be warranted at the time. Kehalani Developers has installed all of the underground infrastructure for the signal systems. The cost to install the underground traffic signal infrastructure at both intersection was approximately $380,000.

III. CONDITION 2 OF THE ZONING ORDINANCE

Condition 2 of the Zoning Ordinance requires that the developer of Kehalani submit a twenty-year master plan to the Director of Public Works of the County of Maui prior to preliminary subdivision approval of the project for the sewer, drainage, and traffic facility improvements in which the applicant participates. The master plans shall include, but shall not be limited to, on-site and offsite typical design standards, classification of roadways, and proposed construction schedules for each phase of the project. County and RCFC agree that this requirement has been satisfied, with respect to traffic and drainage, as evidenced by various communications between the County and the previous developers of Kehalani.

On April 21, 1992, the Maui Planning Commission approved the drainage, roadway, sewer, and water system master-plans which were submitted in support to the Phase II Project District Application. On August 22, 1994, the Department of Public Works and Waste Management ("DPWWM") approved the construction plans submitted in support of the Phase I Subdivision Application. The approved plans also contained drainage, roadway, sewer, and water system improvements which were reviewed and approved by the Department of Health, Department of Transportation, and the Department of Water Supply. Site work for the Phase I improvements were initiated in June 1994. The scope of improvements included on-site roadway, drainage, water, sewer and utility systems.

Off-site improvements to infrastructure systems associated with the Phase I subdivision would include improvements to Honoapiilani Highway and Waiale Road. Construction on these off-site improvements are anticipated to begin in December 1995, following plans approvals by reviewing agencies.

The Planning Department granted Phase III Project District approval for Lot C-4 of the Wailuku Project District, Kaimana at Kehalani, on July 15, 1994. In connection with this development, construction plans for the Phase I subdivision addressed the requirements established by this condition, and were approved by the DPWWM on August 22, 1994.

Drainage plans including on-site and off-site improvements were completed in April 1994. In May 1994, Norman Saito Engineering Consultants, Inc. (NSEC) was asked to provide an informal assessment of the drainage plan improvements at the request of DPWWM Deputy Director Charles Jencks. Subsequently, the DPWWM determined that no connections to the County drainage system would be allowed for the development of the Wailuku Project District.
The on-site construction plans were approved by the DPWWM on August 22, 1994, while the off-site drainage plans are still being reviewed by the DPWWM. A revised drainage report for the Phase I subdivision application was resubmitted to the DPWWM on October 31, 1994. Since no connection to the County drainage system was permitted, the drainage plans reflected the storage of surface runoff through the use of on-site detention basins. Conceptual plans for future drainage system improvements include the development of an off-site drainline by the developer which would convey runoff to Iao Stream.

The master drainage plan with supporting calculations for Wailuku Project district was reviewed by the DPWWM. By letter dated March 3, 1995, the department stated that they have no further comments on the conceptual drainage master plan for the subject project.

A revised illustrative master plan was submitted to the Planning Department on January 26, 1995. The department reviewed the new master plan and found it to be acceptable and essentially in accordance with the master plan approved by the Maui Planning Commission.

By letter dated February 8, 1995, the Department of Transportation stated that their approval of the Phase I subdivision's final plat has been satisfied through the terms of an agreement for subdivision and bond.

By letter dated January 12, 1995, the Wastewater Reclamation Division of the DPWWM stated that the applicant's comments with regard to wastewater are acceptable. Developers are required to submit wastewater calculations for each project prior to building permit issuance.

The Solid Waste Division of the DPWWM by letter dated December 28, 1994, stated that the solid waste management plan, as submitted on October 26, 1994, was approved.

Multiple traffic assessments and traffic impact reports have been submitted by developers and approved by the County as part of the Project District approvals for each phase of Kehalani.

IV. FULL SATISFACTION OF TRAFFIC CONDITIONS AND THE PHASING AGREEMENT

The County and RCFC hereby agree as follows:

Condition 2 of the DBA has been satisfied.

Condition 2 of the Zoning Ordinance has been satisfied, with respect to traffic and drainage.

No further improvements shall be required under the Phasing Agreement and per Section 13 of said agreement, upon the request of RCFC, County shall execute an instrument evidencing the satisfaction and termination of said agreement.
RCFC and the County shall work together to undertake improvements to Waiale Road between Kuikahi Drive and Lower Main Street (the “Improvements”), subject to the limitations related to the RCFC Contribution, set forth below. RCFC, in consultation with the County, shall develop a scope of work for the Improvements, which shall include, but is not limited to, any County projects underway or planned in the vicinity and complete streets enhancements.

RCFC shall cause to be prepared construction plans for the Improvements that meet the standards of the County and the State Department of Transportation for federal aid projects, inclusive of any associated geotechnical, surveying, archaeological, environmental, traffic, or other investigation or studies that may be necessary for the preparation of construction plans, subject to the limitations related to the RCFC Contribution, set forth below.

RCFC shall cause to be obtained all permits and approvals necessary for construction of the Improvements, subject to the limitations related to the RCFC Contribution, set forth below. It is assumed that the Improvements will be exempt from the preparation of an environmental assessment pursuant to Chapter 343, Hawaii Revised Statutes, should an environmental assessment be required, related costs shall be funded by the RCFC Contribution, provided that the amount of RCFC Contribution shall not be increased to accommodate the related expenses.

RCFC and the County agree to an estimated cost of $1,350,000 for the preparation of construction plans and obtaining permits and approvals for the Improvements.

It is anticipated that the preparation of construction plans and obtaining permits and approvals shall take between 18 and 24 months to complete.

RCFC shall be responsible for up to $1,350,000 of costs for preparation of construction plans and obtaining permits and approvals for the Improvements (the “RCFC Contribution”). In no event, shall RCFC be responsible for any contributions in excess of the RCFC Contribution.

RCFC shall engage Dowling Company, Inc. (“DCI”), to cause the construction plans to be prepared and permits and approvals to be obtained for the Improvements. The contract to DCI shall be part of the RCFC Contribution and shall be for a fixed fee of $300,000.

RCFC shall be responsible for the costs related to the preparation of construction plans and obtaining permits and approvals for the Improvements in an amount not to exceed $1,050,000.

County, subject to appropriation by the Maui County Council, shall be responsible to provide any additional funding beyond the $1,050,000 required to complete the construction plans and obtain all necessary permits and approvals for the Improvements.

In the event that the costs related to the preparation of construction plans and obtaining permits and approvals for the Improvements are less than $1,050,000, RCFC shall pay the balance of the RCFC Contribution to the County.
The County and RCFC further agree that, notwithstanding anything to the contrary, all outstanding obligations relating to Condition 3 of the Zoning Ordinance shall be satisfied upon completion of the following:

1. RCFC entering into a fixed fee contract with DCI for $300,000 to cause the construction plans to be prepared and permits and approvals to be obtained for the Improvements.

2. Payment by RCFC of $1,050,000 in costs related to the preparation of construction plans and obtaining permits and approvals for the Improvements.

3. RCFC making its commercially reasonable efforts to have the following parcels conveyed to the County:
   (i) TMK No. (2) 3-4-010-002
   (ii) TMK No. (2) 3-4-002-036
   (iii) TMK No. (2) 3-5-001-017
   (iv) TMK No. (2) 3-5-001-120

4. Recognizing that RCFC is not the owner of right of way for the Waiale Road Extension, RCFC shall make commercially reasonable efforts to have the Waiale Road Extension dedicated to the County.

   In the event that County elects to no longer move forward with the Improvements prior to the preparation of construction plans and obtaining permits and approvals for the Improvements, County shall notify DCI and RCFC, in writing, and DCI shall be released from its requirement to cause the construction plans to be prepared and permits and approvals to be obtained for the Improvements and RCFC shall be released from its obligation to participate in the preparation of construction plans and obtaining permits and approvals for the Improvements, provided that RCFC shall pay the unexpended balance of the RCFC Contribution to the County. Upon payment by RCFC of the unexpended balance of the RCFC Contribution, Items 1 and 2, above, shall be deemed satisfied.

   In the event that County makes the determination that it no longer requires RCFC’s participation with the preparation of construction plans and obtaining permits and approvals for the Improvements, County shall provide written notice to RCFC that it is released from its obligation to participate and RCFC shall pay the unexpended balance of the RCFC Contribution to the County and Item 2, above, shall be deemed satisfied.

This Agreement constitutes the entire agreement between the parties regarding the Traffic Conditions. Any modifications of this Agreement must be in writing and signed by the parties hereto. The headings of sections in this Agreement are inserted only for convenience and shall in no way define, describe or limit the scope or intent of any provision of this Agreement. As used herein, the singular shall include the plural and the masculine shall include the feminine and neuter.

This Agreement may be executed 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.
Duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

(SIGNATURES ON THE FOLLOWING PAGE)
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the date first written above.

RCFC Kehalani, LLC, a Delaware limited liability company

By: 
Its:

County of Maui

Michael P. Victorino
Its Mayor

Department of Public Works, 
County of Maui

Digitally signed by Jordan Molina, Director of Public Works 
Date: 2022.07.22 14:34:46 -10'00'

Jordan Molina 
Its Director

Approved as to Form and Legality:

/s/ Michael J. Hopper 
Deputy Corporation Counsel 
County of Maui
TRUE NORTH
SCALE 1 IN = 1000 FT.

CONDITION 3(e)

CONDITION 3(d)

CONDITIONS 3(d) AND 3(c)

WAILUKU-KAHULUI PROJECT
DISTRICT 3 (KEHALANI)

Location Map for Zoning Condition 3

EXHIBIT 1
EXHIBIT C.

November 3, 2016
State Department of Transportation Letter
Mr. Kyle Niehaus P.E.
Goodfellow Brothers, Inc.
500 Welakahao Road
Kihei, Hawaii 96753

Dear Mr. Niehaus:

SUBJECT: Re: Kuikahi Drive/ Honoapiilani Highway Redesign Project

This is to acknowledge the subject permit work within the State right-of-way was inspected and satisfactorily completed as of November 1, 2016.

If no defects arise during the one (1) year guarantee period, the performance bond will be returned after November 1, 2017.

If you have any questions, please call Mr. Mark Adams, State Highway Inspector at (808) 873-3535.

Very truly yours,

FERDINAND CAMIGAL
District Engineer, Maui

MKArnsb

c: HWY-MM (M. Adams)
EXHIBIT D.

October 22, 2014 Satisfaction and Release of the Second Supplemental Unilateral Agreement
SATISFACTION AND RELEASE OF SECOND SUPPLEMENTAL UNILATERAL AGREEMENT

THIS SATISFACTION AND RELEASE (this "Agreement") is made this ___ day of __OCT 22_ 2014, 20___, by and between RCFC KEHALANI, LLC, a Delaware limited liability company, whose mailing address is at 222 N. Sepulveda Blvd. Suite 2222 El Segundo, California 90245, as successor in interest to Hawaii Land & Farming Company, Inc., a Hawaii corporation, which Kehalani Holdings Company, Inc. was the successor to Hawaii Land & Farming Company, Inc. by way of merger with Hawaii Land & Farming Company, Inc., a Delaware corporation (the "Declarant") and the COUNTY OF MAUI, a political subdivision of the State of Hawaii, by its Department of Public Works, whose mailing address is at 250 South High Street, Wailuku, Maui, Hawaii 96793 (the "County");

WITNESS:

WHEREAS, Wailuku Agribusiness Co., Inc. a Hawaii corporation, as predecessor in interest to Hawaii Land & Farming, Inc., entered into that certain Unilateral Agreement and Declaration for Conditional Zoning dated August 29, 1991, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-124296, as supplemented by that certain Supplemental Unilateral Agreement dated August 24, 2000, and that certain Supplemental Unilateral Agreement acknowledged April 15, 2003, recorded in said Bureau as Document No. 2003-091383, and that certain Second Supplemental Unilateral Agreement acknowledged May 2, 2003, and recorded in said Bureau as Document No. 2003-091382, as amended by that certain Amendment to Second Supplemental Unilateral Agreement
acknowledged on January 11, 2006, and recorded in said Bureau as Document No. 2006-037109 (collectively referred to herein as the "Unilateral Agreement");

WHEREAS, the conditions imposed by the Second Supplemental Unilateral Agreement acknowledged May 2, 2003, and recorded in said Bureau as Document No. 2003-091382 and the Amendment to Second Supplemental Unilateral Agreement acknowledged on January 11, 2006, and recorded in said Bureau as Document No. 2006-037109 (collectively, the "Second Supplemental Unilateral Agreement") have been satisfied by the Declarant; and

WHEREAS, the parties hereto desire to release and terminate the Second Supplemental Unilateral Agreement;

NOW, THEREFORE, this Instrument witnesseth:

Declarant and County hereby agree that the Second Supplemental Unilateral Agreement is hereby terminated in its entirety, and shall be of no further force and effect. Notwithstanding any provision in the Second Supplemental Unilateral Agreement to the contrary, the Declarant is hereby forever and unconditionally released and discharged from the Second Supplemental Unilateral Agreement.

Notwithstanding the foregoing, the Unilateral Agreement and Declaration for Conditional Zoning dated August 29, 1991, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-124296, as supplemented by that certain Supplemental Unilateral Agreement dated August 24, 2000, and that certain Supplemental Unilateral Agreement acknowledged April 15, 2003, recorded in said Bureau as Document No. 2003-091383 (collectively, the "Amended Unilateral Agreement and Declaration"), shall remain in full force and effect. This Release shall not be construed as a release of any of the conditions set forth in the Amended Unilateral Agreement and Declaration, which may only be released by the Maui County Council.

This instrument may be executed in several counterparts, each of which shall be deemed an original but together shall constitute one and the same instrument. For all purposes, including, without limitation, filing and delivery of this instrument, duplicate unexecuted pages of the counterparts may be discarded and the remaining pages assembled as one document.

--The remainder of this page is intentionally left blank; the next page is the signature page--
IN WITNESS WHEREOF, the Declarant and the County have executed these presents on the day and year first above written.

RCFC KEHALANI, LLC, a Delaware limited liability company

By: Redwood Capital Finance Company, LLC, a Delaware limited liability company, Sole Member

By: [Signature]
Name: Adam M. Zieber
Title: Authorized Signatory

Declarant

COUNTY OF MAUI, a political subdivision of the State of Hawaii, by its Public Works

By: [Signature]
Name: David Goode
Title: Director

County
STATE OF CALIFORNIA

COUNTY OF SAN FRANCISCO

On this 6th day of December, 2013, before me personally appeared ADAM M. ZOGER, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

A. K. DURRANI
(Print or Type Name of Notary)

A. K. DURRANI
(Signature of Notary)

Notary Public, State of CALIFORNIA

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Satisfaction and Release of Second Supplemental Unilateral Agreement

Doc. Date: or Undated at time of notarization.

No. of Pages: Jurisdiction: 24 Circuit

(in which notarial act is performed)

A. K. DURRANI 12/6/2013
(Signature of Notary Date of Notarization and Certification Statement)

A. K. DURRANI
(Official Stamp or Seal)

Printed Name of Notary
On this 22nd day of October, 2014, before me personally appeared DAVID GOODE, to me personally known, who being by me duly sworn, did say that he is the Director of Public Works of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Title 18 of the Maui County Code, the Subdivision Ordinance, and the said DAVID GOODE acknowledged the said instrument to be the free act and deed of the said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

[Signature]

JILL ANNE S. ONO
Notary Public, State of Hawaii

My commission expires: 11/30/14
EXHIBIT E.

April 26, 2019 Letter Regarding Mauka Drainage Improvement Completion
April 26, 2019

Mr. Lance Nakamura, P.E.
County of Maui
Development Services Administration
250 S. High Street
Wailuku, HI 96793

Subject: Kehalani - Wailuku Project District 3
Mauka Drainage Improvements

Ref: Supplemental Unilateral Agreement For Drainage Improvements Relating
Wailuku Project District 3 of the Wailuku-Kahului Community Plan (Mauka)
Recorded Document No. 2003-091383

Dear Lance,

This letter confirms that the drainage improvements described in the Supplemental
Unilateral Agreement referenced above are completed. We are preparing a satisfaction
and release document with respect to this unilateral agreement and we will submit a
draft of the document for your review.

If you have any questions or need any additional information, please do not hesitate to
call me at 270-0511.

Best regards,

Brian H. Ige
Construction Manager


CC: Derek Ono – Warren S. Unemori Engineering
SUPPLEMENTAL UNILATERAL AGREEMENT

For Drainage Improvements Relating to Wailuku Project District 3 of the Wailuku-Kahului Community Plan (Mauka)

This Supplemental Unilateral Agreement is dated this ___ day of __________, 2003, and is executed by Kehalani Mauka LLC, a Hawaii limited liability company, whose mailing address is 745 Fort Street, Suite 2110, Topa Financial Center, Fort Street Tower, Honolulu, Hawaii 96813 (hereinafter, the “Declarant”).

RECITALS:

WHEREAS, Hawaii Land & Farming Company, Inc., a Delaware corporation (“HL&F”), is the primary developer and successor in interest to Wailuku Agribusiness Co., Inc. (“WACI”), the initial owner of the land comprising Wailuku Project District 3 (hereinafter, the “Project District”), as described in the Unilateral Agreement and Declaration for Conditional Zoning executed and recorded by WACI and dated August 29, 1991, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-124296 (hereinafter, the “Unilateral Agreement”);

WHEREAS, on August 24, 2000, HL&F executed that certain Supplemental Unilateral Agreement for the purposes of implementing the requirements of paragraphs 2, 5 and 9 of the “Conditions” attached to and made a part of the Unilateral Agreement, insofar as they relate to certain drainage improvements;
WHEREAS, on ______, 2003, HL&F executed and recorded in said Bureau as Document No. 2003-____ that certain Second Supplemental Unilateral Agreement in order to set forth its agreement as to drainage improvements pertaining to HL&F’s land within the Project District that is located makai of the Honoapiilani Highway; and

WHEREAS, HL&F has conveyed to the Declarant all of the land within the Project District that is located mauka of the Honoapiilani Highway, which, for the purposes of this instrument, is hereinafter referred to as the “Property”;

WHEREAS, the Declarant, after consultation with and review by the Director of Public Works and Environmental Management for the County of Maui (hereinafter, the “Director”) as provided in paragraph 5 of the “Conditions”, desires to set forth its agreement as to drainage improvements pertaining to the Property, pursuant to the conditional zoning provisions of Maui County Code Section 19.510.050.

NOW, THEREFORE, the Declarant hereby makes the following Declaration:

1.e The term “Declarant” and any pronoun in reference thereto, wherever used herein, shall be construed to mean the singular or the plural, the masculine or the feminine or the neuter, and vice versa, and shall include any corporation, and shall be held to mean and include “Declarant” and its successors and assigns.

2.e This Declaration shall become fully effective on the date hereof and shall be recorded in the Bureau of Conveyances of the State of Hawaii.

3.e The Declarant agrees that the development of the Property shall be in conformance with the conditions set forth in Exhibit “1” attached hereto and incorporated for all purposes hereof.

4.e The conditions set forth in Exhibit “1” hereof are (a) necessary to protect the public health, safety, convenience and welfare; (b) reasonably conceived to mitigate impacts emanating from the Declarant’s proposed land uses and to meet the criteria set forth in Maui County Code Section 19.510.050; and (c) supplement and implement paragraphs 2, 5 and 9 of the “Conditions” attached to the Unilateral Agreement.

AND IT IS EXPRESSLY UNDERSTOOD AND AGREED that the conditions imposed in this Declaration shall run with the land identified hereinabove and shall bind and constitute notice to all subsequent grantees, lessees, assignees, mortgagees, lienors and any other persons who claim an interest in the Property, and the County of Maui shall have the right to enforce this Declaration by appropriate action at law or suit in equity against all such persons, provided that (a) Declarant or its successors and assigns may at any time file a petition for the removal of the conditions and terminate this Supplemental Unilateral Agreement, such petition to be processed in the same manner as petitions for change in zoning, and (b) this Supplemental Unilateral Agreement may be further amended by agreement executed by the Declarant and the Director and recorded in the Bureau of Conveyances of the State of Hawaii.
IN WITNESS WHEREOF, the Declarant has executed this instrument on the day and year first written above.

DECLARANT:

KEHALANI MAUKA LLC,
a Hawaii limited liability company

By Milwaukee Holdings, LLC,
a Hawaii limited liability company,
its member

By

Stanford S. Carr
Manager

APPROVED AS TO FORM AND CONTENT:

DEPARTMENT OF PUBLIC WORKS
AND ENVIRONMENTAL MANAGEMENT,
COUNTY OF MAUI

Gilbert Coloma-Agaran
Director of the Department of Public Works
and Environmental Management, its authorized signatory

Blaine K. Kobayashi
Deputy Corporation Counsel
County of Maui
STATE OF HAWAII

CITY AND COUNTY OF HONOLULU

On this 15th day of April, 2003, before me personally appeared
STANFORD S. CARR, to me personally known, who, being by me duly sworn, did say that he
executed the foregoing instrument as the free act and deed of such person and in the capacities
shown, having been duly authorized to execute such instrument in such capacities.

Elena P. Luke

Notary Public, State of Hawaii

My Commission Expires: March 12, 2007
EXHIBIT "I"

Conditions for Kehalani Mauka Drainage System
(Deployment of Offsite Drainage Improvements—Permanent)

Unless otherwise specifically provided herein, the terms in this Exhibit "I" shall have the
meanings ascribed to such terms in the Supplemental Unilateral Agreement, to which this exhibit
is attached.

A. Mauka Lands. The term “Mauka Lands” shall mean the 439.041 acres of lande
that are included within the Project District situated mauka of Honoapiilani Highway F. A. P.
No. 13-6 at Wailuku, Waikapu, Maui, Hawaii, described in Exhibit 1 to the Unilateral
Agreement. The subdivisions within the Mauka Lands are depicted in Exhibit “A” attached
hereto and incorporated for all purposes hereof.

B. Drainage Improvements. The drainage improvements that must be constructed toe
serve the development of the Mauka Lands (collectively, the “Mauka Lands Drainage
Improvements”) are depicted in the “Conceptual Storm Drainage Master Plan for Kehalani”
dated July 20, 2001, as revised on May 29, 2002 and September 4, 2002 (the “Mauka Plans”)
and approved by the Director, which is attached hereto as Exhibit “B”. Any changes to the
Mauka Plans will require the approval of the Director and any applicable agencies of the State of
Hawaii. Declarant will be responsible for obtaining all other necessary governmental approvals
in order to implement the Mauka Plans and the Mauka Lands Drainage Improvements.

C. 1st Mauka Development Subdivision.

Improvements:

1) Construct conspan culvert crossing under Honoapiilani Highway and tie in toe
existing conspan culvert segment under Kuikahi Extension. Provide sufficient
capacity to convey peak discharge of 100-year 24-hour design storm representing
hydrologic conditions at build-out of Kehalani Mauka.e

2) Construct culvert or open drainage channel from conspan crossing under Kuikahiie
Extension to Waikapu Stream. Provide sufficient capacity to convey peak discharge of 100-year 24-hour design storm representing hydrologic conditions through completion of at least the current development subdivision.e

3) Provide Retention Basin storage capacity (at least 100-acre feet, unless ae
calculation showing a lesser amount is approved by the Department).e

Schedule: To be completed before occupancy of the first dwelling unit\(^1\) within the 1\(^{st}\)
development subdivision.

\(^1\)This milestone shall be interpreted as the first dwelling unit for a residential
development or the first Certificate of Occupancy for a non-residential development.
D. 2nd through 6th Mauka Development Subdivisions.

Improvements:

1) Increase capacity of all culvert crossings and open channel from Kehalani Mauka to Waikapu Stream as needed to convey the peak discharge from a 100-year 24-hour design storm representing hydrologic conditions up through completion of at least the current development subdivision.

Schedule: To be completed before occupancy of the first dwelling unit within the current development subdivision.

E. 7th through 23rd Mauka Development Subdivisions.

Improvements:

1) Increase capacity of all culvert crossings and open channel from Kehalani Mauka to Waikapu Stream as needed to convey the peak discharge from a 100-year 24-hour design storm representing hydrologic conditions up through completion of at least the current development subdivision.

2) Provide sufficient Retention Basin storage capacity to contain the incremental increase in runoff volume up to the current development subdivision.

3) Provide additional Retention Basin Storage capacity with each additional development subdivision equivalent to 1/17th of the pre-development runoff volume from a 100-year 24-hour design storm shed by Kehalani Mauka and the offsite drainage areas above Kehalani. (Assuming the pre-development volume is approximately 310 acre-feet, this equates to a volume of approximately 18 acre-feet for each of the remaining 17 Mauka Development subdivisions).

Schedule: To be completed before occupancy of the first dwelling unit within the current development subdivision.

F. Occupancy Permits. All of the foregoing improvements shall be completed prior to occupancy in accordance with Chapter 18.20 of the Maui County Code, unless the director of planning, the Director, the director of water supply, and other appropriate officials are satisfied that there will be no detriment to the public health, safety or general welfare.

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2 Assuming the pre-development volume is approximately 310 acre-feet, this equates to roughly 18 acre-feet for each of the remaining 17 Mauka Development subdivisions.
G.e Final Approval of Subdivisions. Final approval of subdivisions may be granted in accordance with the provisions of section 18.20.190 of the Maui County Code.

H.e Dedication. If and to the extent that any work within any Project Site require easements over private property, Declarant shall be responsible for obtaining said easements at no cost to the County of Maui. The form of said easements shall be acceptable to the Director. Upon completion of the work within each Project Site in accordance with this agreement (and with any applicable agreement for subdivision improvements that shall have been executed in connection therewith), Declarant shall dedicate all improvements to the County of Maui. The form and procedure for such dedication shall follow normal County of Maui practice, documentary requirements and County Council approval.

I.e No Encumbrances on Individual Lots. Upon Declarant obtaining final subdivision approval or building permits for any development phase in the Mauka Lands for which drainage improvements are required under this Agreement, the Director will be assured of completion of said work by means of the normal County of Maui practice of requiring a recorded agreement for subdivision improvements and, if necessary, a subdivision bond. In all events, upon the issuance of final subdivision approval by the Director for said development subdivision, subject to a non-occupancy agreement, Declarant shall have the right to convey legal title to individual lots, dwelling units or commercial properties within said development subdivision free and clear of the encumbrance of this Agreement, and this Agreement shall not be deemed to be a lien, encumbrance or charge on the title to said lots, unit or commercial property for purposes of record title and title insurance. In all other respects, however, this Agreement shall be deemed to encumber the title to the Mauka Lands prior to obtaining final subdivision approval of building permits therefor or any portion thereof.

J.e No Cost to County of Maui. The Mauka Land Drainage Improvements will be constructed at no cost to the County of Maui.

K.e Defense and Indemnity. Declarant shall defend, indemnify and hold the County of Maui harmless from and against any and all claims, suits, demands or actions brought against the County of Maui for property damage alleged to have resulted from flooding caused directly or indirectly by the diversion of runoff to Waikapu Stream as more specifically detailed in this Agreement.
EXHIBIT F.

October 6, 2021 Department of Parks and Recreation Letter
October 6, 2021

Michele Chouteau McLean
Director of Planning
County of Maui
2200 Main Street
One Main Plaza, Suite 315
Wailuku, Hawaii 96793

Dear Director McLean:

SUBJECT: WAILUKU-KAHULUI PROJECT DISTRICT NO. 3 (KEHALANI)
FINDING OF FACT NO. 85, DOCKET NO. A89-642

The Department of Parks and Recreation (Department) has interpreted Finding of Fact (FOF) No. 85 of the Findings of Fact, Conclusions of Law, and Decision and Order for Docket No. A89-642, amending the State land use district boundaries for Kehalani, to require the developer of Kehalani to provide approximately 110 acres of parks and open space within Kehalani. As noted in my Memorandum dated December 1, 2020, the Department's position at that time was that RCFC Kehalani, LLC, had not met the requirement to provide 110 acres of parks and open space in Kehalani.

After meetings and various discussions with RCFC regarding what constitutes "open space", RCFC prepared a Parks and Open Space Summary, attached hereto as Exhibit 1, along with a Master Plan Map showing the locations of the "open space" in Kehalani, attached hereto as Exhibit 2. Based on these representations by RCFC, the Department acknowledges that 110 acres of parks and open space have been provided in Kehalani and RCFC is in compliance with FOF No. 85 as it pertains to the 110 acres of parks and open space.

The Department and RCFC continue to work to meet the community center requirement of Condition 7 of Ordinance 2053 (1991) and FOF No. 85, as discussed in meetings with Mayor Victorino on July 7, 2021 and August 31, 2021. The parties are working on a Memorandum of Understanding ("MOU") that will outline the details of the
community center. The parties further agree that until the MOU is finalized and signed by the County of Maui and KCFC, that issue remains outstanding.

Should you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

KARLA H. PETERS
Director of Parks and Recreation

Attachments

c: Marci M. Sato, Deputy Director
Samual Marvel, Chief of Planning and Development
Jordan Hart, Planning Deputy Director
Mimi DesJardins, Deputy Corporation Counsel
Everett Dowling, everett@dowlingco.com
Brian Ige, brian@dowlingco.com
## PARK / OPEN SPACE SUMMARY

### MODULE / NEIGHBORHOOD

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### FUTURE DEVELOPMENTS

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1. **Construction Plans**
   - Plans shall be submitted for review and approval by the City and County of Honolulu, Department of Planning and Development (DPD).

2. **Contractor**
   - Contractor shall ensure all drainage systems are designed and constructed in accordance with the City and County of Honolulu, Department of Planning and Development (DPD) regulations.

3. **Drainage Systems**
   - All existing and proposed drainage systems shall be designed and constructed in accordance with the City and County of Honolulu, Department of Planning and Development (DPD) regulations.

4. **Drainage Connections**
   - All drain connections shall be in accordance with the City and County of Honolulu, Department of Planning and Development (DPD) regulations.

5. **Signage**
   - All required signage shall be in accordance with the City and County of Honolulu, Department of Planning and Development (DPD) regulations.

**Property Information**

- **Haleiwa, HI 96712**
- **CATCH 8**
- **CATCH 8 EAST**
- **CATCH 8 WEST**

**Legend**

- **SOIL HANDLING**
- **WATER**
- **Sewer**
- **Electric**
- **Telephone**
- **Gas**
- **Sanitary Sewer**
- **Storm Drain**
- **Power**
- **Telephone**
- **Gas**

**Project Information**

- **Consultant:** Warren S. Unemori, Engineering, Inc.
- **Civil & Structural Engineers**
- **Surveyors**

**Drawn By:** C.B.B.
- **Checked By:** C.N.M.

**Sheet Title:** GENERAL SITE PLAN
- **Sheet:** C2.01
- **Issue Date:** July 23, 2004
- **Scale:** 1" = 1000 ft.

**Scale:** 1" = 1000 ft.
SITE UTILITY NOTES:

1. CONTRACTOR SHALL PROVIDE AND INSTALL ALL REQUIRED FITTINGS, APPURTENANCES, AND MATERIALS AS REQUIRED TO PROVIDE A SITE UTILITY SYSTEM COMPLYING WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS.

2. CONTRACTOR SHALL INSTALL ALL FITTINGS AS REQUIRED TO EXTEND ALL SITE UTILITIES, INCLUDING LATERALS FROM MAINS, TO REFLECTED ENVIRONMENTAL REQUIREMENTS FOR HO'OLEA TERRACE. REQUIRED FITTINGS, APPURTENANCES, AND MATERIALS AS REQUIRED TO PROVIDE AIR WATER IMPROVEMENTS COMPLETE, FUNCTIONAL UTILITY SYSTEMS COMPLYING WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS.

3. CONTRACTOR SHALL INSTALL ALL FITTINGS, AS REQUIRED, TO EXTEND ALL SITE UTILITIES, INCLUDING LATERALS FROM MAINS, TO REFLECTED ENVIRONMENTAL REQUIREMENTS FOR HO'OLEA TERRACE. REQUIRED FITTINGS, APPURTENANCES, AND MATERIALS AS REQUIRED TO PROVIDE AIR WATER IMPROVEMENTS COMPLETE, FUNCTIONAL UTILITY SYSTEMS COMPLYING WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS.

4. CONTRACTOR SHALL BEAR ALL COSTS THEREFROM. REQUIRED FITTINGS, APPURTENANCES, AND MATERIALS AS REQUIRED TO PROVIDE AIR WATER IMPROVEMENTS COMPLETE, FUNCTIONAL UTILITY SYSTEMS COMPLYING WITH ALL APPLICABLE STANDARDS AND REQUIREMENTS.

5. CONTRACTOR SHALL CONFIRM ALL LOCATIONS OF REQUIRED CONNECTIONS AT BUILDINGS WITH THE MECHANICAL AND ARCHITECTURAL PLANS AND PROVIDE ALL REQUIRED FITTINGS (INCLUDING BUT NOT LIMITED TO REDUCERS, IDIOMORPHIC PLUGS OR CAP, AND MARKERS) AND COORDINATION REQUIRED TO MAKE CONNECTIONS (BY OTHERS). FINAL CONNECTIONS AT BUILDINGS SHALL BE MADE BY THE BUILDING CONTRACTOR.

6. DRAINAGE SHALL BE HOPE PIPE (SOIL TIGHT) PER SOIL SPECIFICATIONS. ALL DOMESTIC WATER MAINS AND FIRE LINES SHALL BE DUCTILE IRON, CLASS 52 WITH POLY-DRIP. SEWER LINES WITH SLOPE OF 2.00% OR GREATER SHALL BE PVC, SOR 35. SEWER LINES WITH SLOPE LESS THAN 2.00% SHALL BE PVC, SOR 26.

7. POINTS OF CONNECTIONS OF PROPOSED UTILITIES FROM THE PROJECT SITE TO UTILITIES ALONG PROPOSED KEHALANI PARKWAY ARE BASED ON AVAILABLE ORANGES AND MAY BE INCOMPLETE OR ACTUAL LOCATION, SIZE AND DEPTH MAY VARY. CONTRACTOR SHALL CONDUCT FIELD INVESTIGATION TO CONFIRM EXACT LOCATION, DEPTH, SIZE AND TYPE OF UTILITIES PRIOR TO COMMENCEMENT OF WORK. SHOULD DISCREPANCIES OCCUR, CONTRACTOR SHALL IMMEDIATELY NOTIFY ENGINEER BEFORE PROCEEDING ANY FURTHER WITH THE WORK.

8. CONCEPTUAL ELECTRICAL SCHEMATIC SHOWN FOR COORDINATION PURPOSES ONLY (SEE ELECTRICAL PLANS).

9. FOR DOMESTIC WATER AND FIRE POINT OF CONNECTIONS, SEE SHEETS C2.01, C2.02 AND C4.21.

10. FOR WATERLINE (DOMESTIC AND FIRE) POINT OF CONNECTIONS, SEE SHEET CS.21, 11. REFER TO SHEETS C4.01 TO C4.06, C4.21, C4.22 AND C5.01 TO C5.06, C5.21 FOR UTILITIES PLAN AND PROFILES.

12. PROPOSED 96" DRAINAGE AND 36" IRRIGATION LINES TO BE INSTALLED DURINGつな GRADING PRIOR TO SITE IMPROVEMENTS. REFER TO "MASS GRADING KEHALANI MODULE 17 PLANS."
EXHIBIT G.

February 8, 2022 Community Center Memorandum of Agreement
MEMORANDUM OF AGREEMENT
WAILUKU-KAHULUI PROJECT DISTRICT 3
CONDITIONS RELATING TO PARKS

THIS MEMORANDUM OF AGREEMENT ("Agreement") is made as of this 8th day of February, 2022, by and between RCFC KEHALANI, LLC, a Delaware limited liability company, whose address is 2005 Main Street, Wailuku, Hawaii 96793 ("RCFC"), and the County of Maui, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Hawaii 96793.

WITNESSETH:

A. RCFC is a successor developer of Wailuku-Kahului Project District 3 ("Kehalani") and has diligently endeavored to bring Kehalani into compliance with (a) the requirements of Ordinance 2053 (1991), which conditionally zoned Kehalani (the "Zoning Ordinance"), and (b) the requirements of the Findings of Fact, Conclusions of Law, and Decision and Order for Docket No. A89-642, amending the State land use district boundaries for Kehalani (the "DBA").

B. Condition 7 of the Zoning Ordinance requires that, during the development of Kehalani, a fair and equitable share of parks improvements as is deemed necessary by the Director of Parks, shall be provided within Kehalani. The fair and equitable share shall include, but shall not be limited to, the dedication of land for park use and a community center site for use by the community.

C. The County of Maui has concluded that the statements of Finding of Fact 85 of the DBA are conditions of the development of Kehalani because Condition 10 of the DBA requires that Kehalani be developed in substantial compliance with the representations made to the State Land Use Commission in obtaining the reclassification of the property.

D. Finding of Fact 85 of the DBA, requires that RCFC develop and dedicate approximately 110 acres of parks and open space as well as a community center within Kehalani.

E. Condition 8 of the DBA requires that the developers of Kehalani provide their pro rata share for parks as may be required by, and to the satisfaction of, the County of Maui.

F. Pursuant to the terms of that certain unrecorded Wailuku-Kahului Project District 3 Park Assessment Agreement, dated December 12, 2012, there are approximately 27 acres of parks (Mauka Park, Makai Park, and 3 pocket parks) within Kehalani. Chapter 19.80, MCC, requires 20 acres for park and 5 acres for community center. The 27 acres of existing park, where community centers are a permitted use, more than satisfies both requirements.
G. In contemplation of reducing the expenses for the Kehalani Community Association ("KCA"), RCFC is working with the KCA to design an office space to be part of the required community center. Said reduction in expenses will be the result of the long-term savings to the KCA through the elimination of lease rent.

H. The State of Hawaii has represented to the County of Maui and RCFC that Pu‘u Kukui Elementary School ("Pu‘u Kukui") needs to be expanded to accommodate the growing needs of the community.

I. The County of Maui recognizes that the Pu‘u Kukui Cafeteria is a large space which can accommodate public meetings and has been historically used by the KCA for its meetings.

NOW, THEREFORE, RCFC and the County of Maui hereby agree as follows:

1. The requirement of Finding of Fact 85 of the OBA relating to the 110 acres of parks and open space within Kehalani, has been satisfied as shown pursuant to the letter from the Parks Director to the Planning Director dated October 6, 2021.

2. Community Center and School Expansion:
   a. RCFC, with the cooperation of the County of Maui, shall subdivide TMK No. (2) 3-5-001-002, into two (2) lots, the larger lot hereinafter shall be referred to as the "School Expansion Site" and the smaller lot, approximately 42,000 square feet, shall hereinafter be referred to as the "Community Center Site".
   b. RCFC shall enter into an agreement with the Department of Education ("DOE") regarding the conveyance of the School Expansion Site for the expansion of Pu‘u Kukui.
   c. In satisfaction of Finding of Fact 85 of the DBA and Condition 7 of the Zoning Ordinance, RCFC will construct a 2,442 square foot community center/office building on the Community Center Site, the proposed conceptual site plan is attached as Exhibit “A” and the proposed conceptual plan for the building is attached as Exhibit “B”. The building will be finished on the exterior and interior and the office portion of the building will be air conditioned. The community center portion of the building will have ceiling fans. RCFC will work with the KCA on the design of the building and interior finishes including the flooring. In addition to the construction of the community center/office building, the Community Center Site shall be improved as follows:
      (i) RCFC will improve approximately 21,000 square feet of the Community Center Site with landscaping and the construction of
the community center/office building consisting of a community center, restrooms, and office space for the KCA.

(ii) The requisite number of parking spaces to meet County code requirements will be provided.

(iii) As part of the site improvements, RCFC will also provide perimeter fencing and gates.

(iv) The site improvements will also include a graded and graveled area for a future landscape maintenance facility which may be developed by the KCA in the future.

d. Upon the completion of the improvements on the Community Center Site, the land and building will be conveyed to the KCA at no cost for its use as a KCA community amenity. Upon RCFC's conveyance of the Community Center Site and all improvements thereon the KCA will be fully responsible for the operation and maintenance of the building and site. The costs for operation and maintenance will be borne solely by the KCA membership.

3. In recognition of the dire need for additional space for Pu'u Kukui and the lack of available expansion areas beyond TMK No. (2) 3-5-001-002, the County of Maui and RCFC acknowledge that the requirement to have 5 acres for a community center in Section 19.80.050, MCC, will be satisfied by the smaller lot and through the excess park spaces provided throughout Kehalani.

4. The current configuration of Pu'u Kukui creates severe traffic problems which have the potential to hinder emergency vehicle access to certain portions of Kehalani. The additional land being provided to DOE provides it the ability to address its traffic management issues which should serve to reduce traffic congestion and potential public safety issues.

5. All requirements relating to parks for Kehalani contained in the DBA and the Zoning Ordinance including, but not limited to, Condition 7 of the Zoning Ordinance, Condition 8 of the DBA, and Finding of Fact 85 of the DBA, shall be satisfied upon the completion and dedication of the Community Center to the KCA.

(SIGNATURES ON THE FOLLOWING PAGE)
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

RCFC Kehalani, LLC,
a Delaware limited liability company

By: 
Its: Aaron Givan

County of Maui

MICHAEL P. VICTORINO
Its Mayor

APPROVAL RECOMMENDED:

KARLA H. PETERS
Director, Department of Parks and Recreation
County of Maui

APPROVED AS TO FORM
AND LEGALITY:

MIMI DESJARDINS
Deputy Corporation Counsel
County of Maui
EXHIBIT "A"

LOT 3-4-3-1
EXHIBIT SCHOOL CENTER
2022 AREA

LOT P-1-4-1
KCA OFFICE AND LANDSCAPE PROFESSIONAL CENTER
2021 AREA

KCA ADDITIONAL LAND AREA
0.16 +/- Acres

PERIMETER FENCE

KCA ADDITIONAL LAND AREA
0.32 +/- Acres

GRADED & LANDSCAPED SLOPE

FUTURE LANDSCAPE FACILITY

GRAVEL

GATE

PERIMETER FENCE

TOTAL LOT AREA 6.96 +/- Acres

PUU KUKUI ELEMENTARY SCHOOL SUBDIVISION

CONSOLIDATION OF LOTS 7-1-4 AND 2-2-2-2

OF KUHUIKAUA (L.A.M. # 017)

REPORTED ON 3/6/1965

DRAWN BY: I. K. SADE

MAJOR, MAU MAU

TOTAL AREA = 18.75 ACRES

Date: 12/21/1964

APPROVED 1/24/1965
PROJECT SUMMARY

THE OWNER WOULD LIKE TO BUILD A NEW KEHALANI COMMUNITY ASSOCIATION OFFICE AND ASSEMBLY ROOM.

- NEW BUILDING WILL HAVE A PRE-FABRICATED TRUSS ROOF, PRE-FABRICATED WALLS, CONCRETE SLAB FLOORS AND FOUNDATIONS.

COUNTY WATER: YES
COUNTY SEWER: YES
ELECTRIC: UNDERGROUND
FIRE PREVENTION: HYDRANT ADJACENT TO PROPERTY

AREA SUMMARY

- KEHALANI COMMUNITY ASSOCIATION OFFICE AND ASSEMBLY ROOM:
  - 734 sf INTERIOR (OFFICE)
  - 120 sf COVERED LANAI (ENTRY)
  - 172 sf COVERED LANAI (OFFICE)
  - 676 sf INTERIOR (ASSEMBLY)
  - 468 sf COVERED LANAI (ASSEMBLY)
  - 2,442 sf TOTAL AREA

BUILDING SETBACKS:
- ACTUAL: ALLOWABLE
  - FRONT (SOUTH): X-X
  - REAR (NORTH): X-X
  - SIDE (WEST): X-X
  - SIDE (EAST): X-X

MAXIMUM ALLOWABLE HEIGHT: 30'-0" (MAUI COUNTY)
MAXIMUM BUILDING HEIGHT: 18'-8"

LOCATION:
- ACTUAL: ALLOWABLE
  - FRONT (SOUTH): (2) NO-001: 102
  - REAR (NORTH): X-X
  - SIDE (WEST): X-X
  - SIDE (EAST): X-X

PROJECT LOCATION:
- PROJECT DISTRICT 3

ZONING DATA
- TAX MAP KEY: (2) 3-6-001-102
- LOT SIZE: 4.847 ACRES
- ZONING:
  - STATE: URBAN
  - MAUI ISLAND PLAN: URBAN (OUTSIDE PROTECTED AREA)
  - COMMUNITY PLAN: PROJECT DISTRICT 3
  - COUNTY ZONING: PD-URBAN - PROJECT DISTRICT 3
- OCCUPANCY: ASSEMBLY/office
- TYPE OF CONSTRUCTION: VAR
- SPECIAL MANAGEMENT AREA: NO
- FLOOD ZONE: X

SPECIAL REQUIREMENTS:
- COUNTY WATER: YES
- COUNTY SEWER: YES
- ELECTRIC: UNDERGROUND
- FIRE PREVENTION: HYDRANT ADJACENT TO PROPERTY