



## MUNEKIYO HIRAGA

Planning. Project Management. Sustainable Solutions.

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SENIOR ADVISOR

August 23, 2023

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



SUBJECT: 2023 Annual Report for Docket No. A-89-642  
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. A89-642, 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”**). In accordance with the agreement, the design of the Waiale Improvements is underway. Traffic counts and the topographic fieldwork have been completed. Conceptual roadway planning will commence once the topographic plans are completed this month. 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 2023 with completion in the last quarter of 2024.

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"**). The subdivision of the parcel, as required by the agreement, is currently in progress. The design of the community center has been completed and plans will be submitted for permitting once preliminary subdivision of the parcel has been obtained.

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)3-05-001:112, 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.
- 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.

There are no new conveyances for the Wailuku Project District to report in this 2023 Annual Report.

- 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

TMN:tn

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**

MICHAEL P. VICTORINO  
Mayor

LORI TSUHAKO  
Director

LINDA R. MUNSELL  
Deputy Director



DEPARTMENT OF HOUSING  
& HUMAN CONCERNS  
COUNTY OF MAUI  
2200 MAIN STREET, SUITE 546  
WAILUKU, MAUI, HAWAII 96793  
PHONE: (808) 270-7805

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 3<sup>rd</sup> 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,

A handwritten signature in black ink that reads "Linda R. Munsell".

LINDA R. MUNSELL  
Deputy Director of Housing and Human Concerns

Attachment  
xc: Housing Division

Kehalani Affordable Housing Summary

4-18-2022

Summary of SLUC Condition 10 (updated to reflect the transfer of AHCs towards satisfaction of Modules 3,6, & 7 requirement)																					
	Total Residential Units Developed	Total Market Residential Units Built at Kehalani	60% Affordable Requirement																		
<b>Existing - Completed</b>																					
Kaimana (SF)	179	102	107																		
Halemalu (SF)	30	0	18																		
Nanea (SF)	80	80	48																		
Olena I (SF)	31	31	19																		
	320	213	192																		
<b>Phase I - Completed</b>																					
Olena II (SF) - Module C-2	32	32	19																		
Ohia (SF) - Module 21	140	140	84																		
Maunaloa (SF) - Module 20	83	83	50																		
Kehalani Gardens (MF) - Module C-6/10	132	7	79																		
Iliahi (MF) - Module 15	92	28	55																		
Koa (SF) - Module 1 & 4	72	72	43																		
	551	362	331																		
<b>Phase II - Completed</b>																					
Ohia II (SF) - Module 22	44	44	26																		
Akolea (SF) - Module 10	97	97	58																		
Cottages (SF) - Module 11	114	114	68																		
Hoola (MF) - Module 17	174	0	104																		
Villas (MF) - Module 5	103	97	62																		
Milo Court (duplex) - Module 23	94	0	56																		
Alohilani - Module 14 - D.R. Horton	88	58	53																		
	714	410	428																		
<b>Phase III - currently in development</b>																					
Waioli (SF) - Module 2	0	0	0	This parcel is owned by an unrelated 3rd party.																	
Kehalani Village Center - Module C-1/11	0	0	0	Sale of lots are still ongoing																	
Kamani - Module 19 - Towne	138	18	83	Completed																	
Highlands - Module 9 - D.R. Horton	82	57	48	Completed																	
Ilima - Module 18 - Towne	49	39	28	Under home construction. Home sales have started.																	
La'ikeha - Module 8 - RCFC	25	25	15	Completed																	
Anuheha - Module 12/13 - Towne	164	164	98	Under home construction. Home sales have started.																	
Module 3, 6, 7	138	138	83	Based upon DRH's Project District Phase III Submittal																	
	596	441	358																		
<b>Total Phases I, II &amp; III</b>	<b>2,181</b>	<b>1,426</b>	<b>1,309</b>																		
		Income Group	Affordable Requirement	Req. Affordable Credits	ACTUAL Affordable Units & Credits	ACTUAL %	Affordable Credits Earned @ Iao Parkside, Kaimana & Halemalu	Affordable Credits Earned @ Kehalani Gardens	Affordable Credits Earned @ MEO Land Dedication	YC94 Waiehu Kou, Leialii & Puunani Credits	YC94 Affordable Credits Earned @ WG	YC94 Affordable Credits Earned @ Imi Ikena	Affordable Credits - Hoola Module 17	Affordable Credits Earned @ Iliahi	Affordable Credits - Kamani Module 19	Affordable Credits Earned @ Kealahilani	Affordable Credits Earned @ Highlands	Affordable Credits Earned @ Ilima	ACTUAL Total Affordable Unit & Credits	Surplus or Deficit	
COM Percentage	51%-65%	5%	71	150	10.5%	6		20	83			21	20							150	79
COM Percentage	66%-80%	10%	143	159	11.2%	63					7		89							159	16
COM Percentage	80 to 120%	15%	214	623	43.7%	409	113				15		65	6	15					623	409
SLUC REQUIREMENT	up to 120%	30%	654	932	65.4%	478	113	20	83	22		21	174	6	15					932	278
SLUC REQUIREMENT	121%-140%	30%	655	377	17.3%	107	12		31					58	104	30	25	10		377	278
TOTAL		60%	1309	1309		585	125	20	114	22		21	174	64	119	30	25	10		1,309	0
			<b>Surplus or Deficit</b>	<b>0</b>																	

# **EXHIBIT B.**

**July 22, 2022  
Traffic Agreement**

WAILUKU-KAHULUI PROJECT DISTRICT 3  
SATISFACTION OF CONDITIONS RELATING TO TRAFFIC IMPACTS

This Agreement is dated this 29<sup>th</sup> 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 "DBA").

2. Land within Kehalani is subject to the Unilateral Agreement and Declaration for Conditional Zoning dated August 29, 1991, by Wailuku Agribusiness Co., Inc., recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 91-124296, as amended by Supplemental Agreements recorded as Document Nos. 2003-091382, 2006-037109, 2003-091383, and 2002-234296 (collectively, the "Unilateral Agreement").

3. Conditions 2 and 3 of the Zoning Ordinance and Condition 2 of the DBA 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 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; 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 DPWMM on August 22, 1994, while the off-site drainage plans are still being reviewed by the DPWMM. A revised drainage report for the Phase I subdivision application was resubmitted to the DPWMM 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 DPWMM. 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 DPWMM 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 DPWMM 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: Aaron Giovanna  
Authorized Signatory

County of Maui

  
\_\_\_\_\_  
Michael P. Victorino  
Its Mayor

Department of Public Works,  
County of Maui

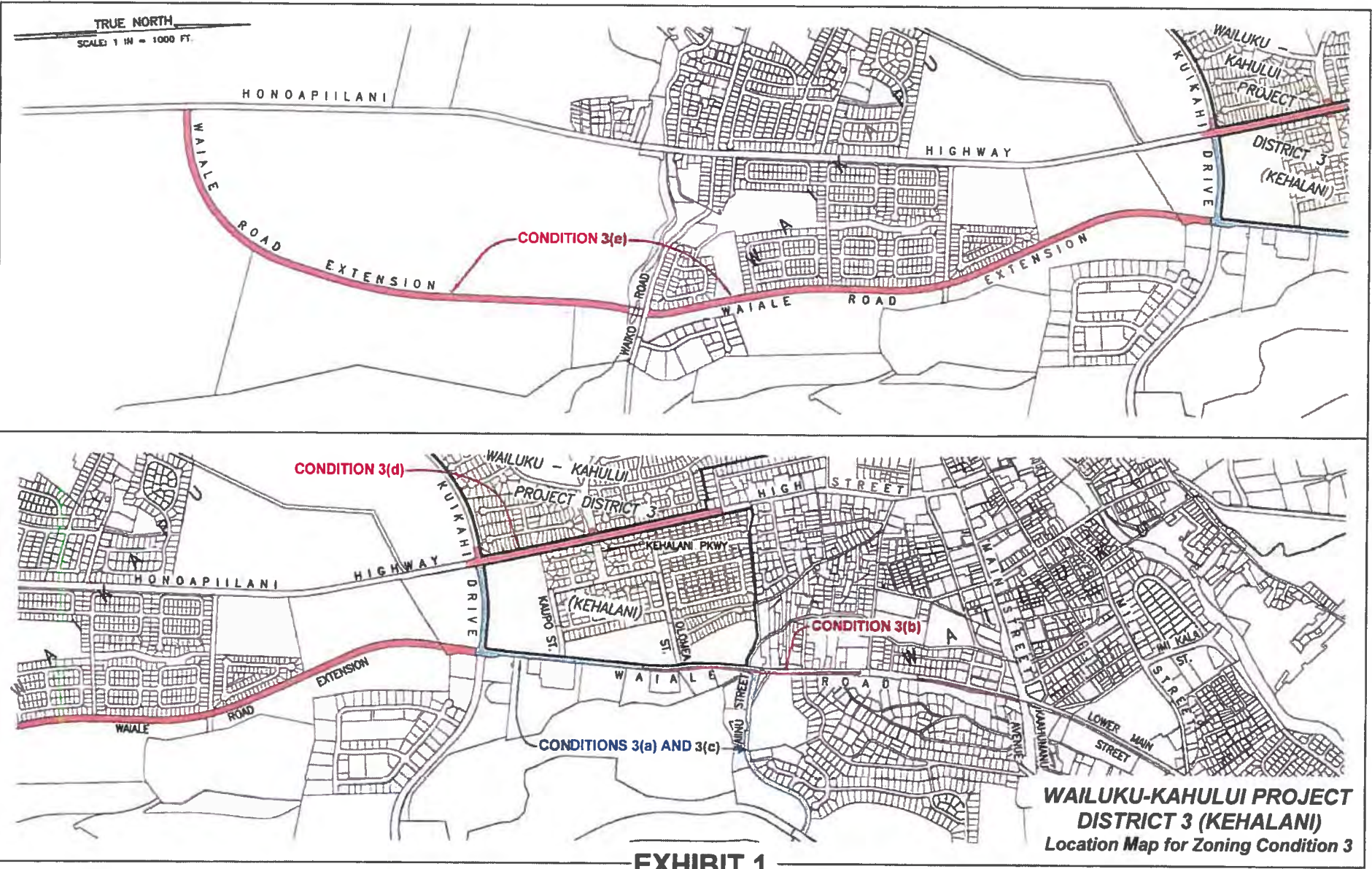
  
Digitally signed by Jordan Molina, Director of Public Works  
Date: 2022.07.22 14:34:46 -10'00'

\_\_\_\_\_  
Jordan Molina  
Its Director

Approved as to Form and  
Legality:

/s/ Michael J. Hopper  
\_\_\_\_\_  
Deputy Corporation Counsel  
County of Maui

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**EXHIBIT 1**

**WAILUKU-KAHULUI PROJECT  
DISTRICT 3 (KEHALANI)  
Location Map for Zoning Condition 3**

# **EXHIBIT C.**

**November 3, 2016  
State Department of  
Transportation Letter**

DAVID Y. IGE  
GOVERNOR



**STATE OF HAWAII**  
**DEPARTMENT OF TRANSPORTATION**  
**HIGHWAYS DIVISION**  
MAUI DISTRICT  
650 PALAPALA DRIVE  
KAHULUI, HAWAII 96732-2321

FORD N. FUCHIGAMI  
DIRECTOR

Deputy Directors  
JADE T. BUTAY  
ROSS M. HIGASHI  
EDWIN H. SNIFFEN  
DARRELL T. YOUNG

IN REPLY REFER TO:  
HWY-M 2.711-16

November 3, 2016

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 CAJIGAL  
District Engineer, Maui

MKA\nsb

c: HWY-MM (M. Adams)

## **EXHIBIT D.**

# **October 22, 2014 Satisfaction and Release of the Second Supplemental Unilateral Agreement**

THE ORIGINAL OF THE DOCUMENT  
RECORDED AS FOLLOWS:  
STATE OF HAWAII

BUREAU OF CONVEYANCES

DATE \_\_\_\_\_ TIME \_\_\_\_\_

DOCUMENT NO. Doc A - 54160764

October 30, 2014 3:29 PM

LAND COURT

REGULAR SYSTEM

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

RCFC Kehalani, LLC  
555 California Street, Suite 3450  
San Francisco, California 94104  
Attention: Mason Ross

Total No. of Pages: 5

Tax Map Key No. (2) 3-5-01-01 (portion) and -17  
(2) 3-5-01-60, -61, -62, -63 and -64  
(2) 3-5-02-01

### 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 Kehalani Holdings 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**");

WITNESSETH:

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:   
Name: Adam M. Zoger  
Title: Authorized Signatory

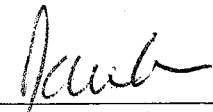
Declarant

Approved as to form and legality:



By: **MICHAEL J. HOPPER**  
Deputy Corporation Counsel  
County of Maui

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

By:   
Name: David Goode  
Title: Director

County

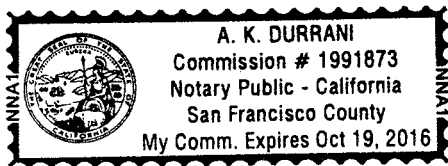


STATE OF CALIFORNIA )  
 ) ss.:  
COUNTY OF SAN FRANCISCO )

On this 6<sup>th</sup> 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. Durani  
(Signature of Notary)



Notary Public, State of CALIFORNIA  
My Commission Expires: Oct. 19, 2016

NOTARY CERTIFICATION STATEMENT

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

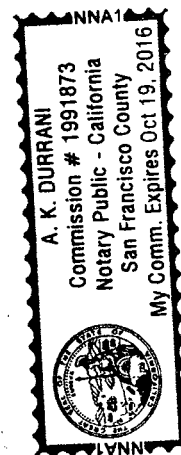
Doc. Date: \_\_\_\_\_ or  Undated at time of notarization.

No. of Pages: 3 Jurisdiction: 2<sup>nd</sup> Circuit  
(in which notarial act is performed)

A. K. Durani  
Signature of Notary

12/6/2013  
Date of Notarization and Certification Statement

A. K. DURRANI  
Printed Name of Notary

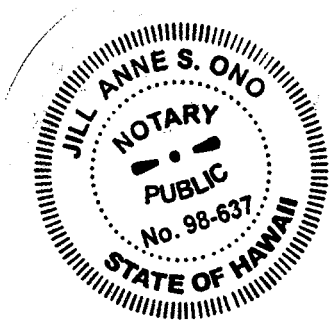



(Official Stamp or Seal)

STATE OF HAWAII        )  
                                  : SS.  
COUNTY OF MAUI        )

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.

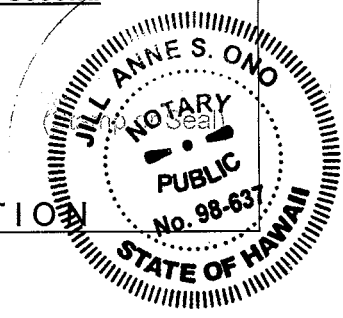
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



  
\_\_\_\_\_  
JILL ANNE S. ONO  
Notary Public, State of Hawaii

My commission expires: 11/30/14

Date: <u>October 22, 2014</u>	No. of Pages: <u>5</u>
Name: <b>JILL ANNE S. ONO, Second Circuit</b>	
Doc. Description: <b>Satisfaction and Release of Second</b>	
<b>Supplemental Unilateral Agreement</b>	
 _____ Notary Signature	<u>10/22/14</u>
<b>NOTARY CERTIFICATION</b>	



## **EXHIBIT E.**

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

RCFC KEHALANI, LLC

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

Enclosures: Supplemental Unilateral Agreement – Doc. No. 2003-091383

CC: Derek Ono – Warren S. Unemori Engineering

76



R-914

STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
MAY 14, 2003 01:00 PM

Doc No(s) 2003-091383



/s/ CARL T. WATANABE  
REGISTRAR OF CONVEYANCES

20 2/2 Z1

LAND COURT



REGULAR SYSTEM

AFTER RECORDATION, RETURN BY: MAIL ( ) PICK-UP ( )

Director, Dept. of Public Works and Environmental Management  
County of Maui  
200 S. High Street  
Wailuku, Hawaii 96793

Total No. of Pages: 9

TMK No(s): (2) 3-5-01-01 (portion)

### 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- 611382 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. 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. 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. 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. 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

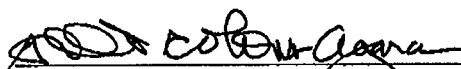
By Milwaukee Holdings, LLC,  
a Hawaii limited liability company,  
its member


By

  
Stanford S. Carr  
Manager

APPROVED AS TO FORM AND CONTENT:

DEPARTMENT OF PUBLIC WORKS  
AND ENVIRONMENTAL MANAGEMENT,  
COUNTY OF MAUI

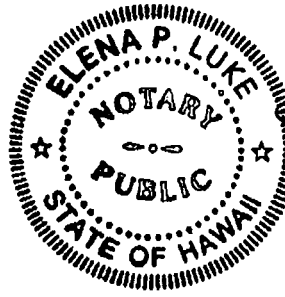
  
Gilbert Coloma-Agaran  
Director of the Department of Public Works  
and Environmental Management, its authorized signatory

  
Deputy Corporation Counsel  
County of Maui

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

On this 15<sup>th</sup> 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**



Print or Type Name

Signature

Notary Public, State of Hawaii

My Commission Expires: **March 12, 2007**



## EXHIBIT "1"

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

Unless otherwise specifically provided herein, the terms in this Exhibit "1" 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 land 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 to 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. 1<sup>st</sup> Mauka Development Subdivision.

Improvements:

- 1) Construct conspan culvert crossing under Honoapiilani Highway and tie in to 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.
- 2) Construct culvert or open drainage channel from conspan crossing under Kuikahi Extension to Waikapu Stream. Provide sufficient capacity to convey peak discharge of 100-year 24-hour design storm representing hydrologic conditions up through completion of at least the current development subdivision.
- 3) Provide Retention Basin storage capacity (at least 100-acre feet, unless a calculation showing a lesser amount is approved by the Department).

Schedule: To be completed before occupancy of the first dwelling unit<sup>1</sup> within the 1<sup>st</sup> development subdivision.

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<sup>1</sup>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. 2<sup>nd</sup> through 6<sup>th</sup> 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 within the current development subdivision.

E. 7<sup>th</sup> through 23<sup>rd</sup> 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 1/17<sup>th</sup> 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.<sup>2</sup> (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 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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<sup>2</sup>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. 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. Dedication. If and to the extent that any work within any Project Site requires 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. 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. No Cost to County of Maui. The Mauka Land Drainage Improvements will be constructed at no cost to the County of Maui.

K. 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.

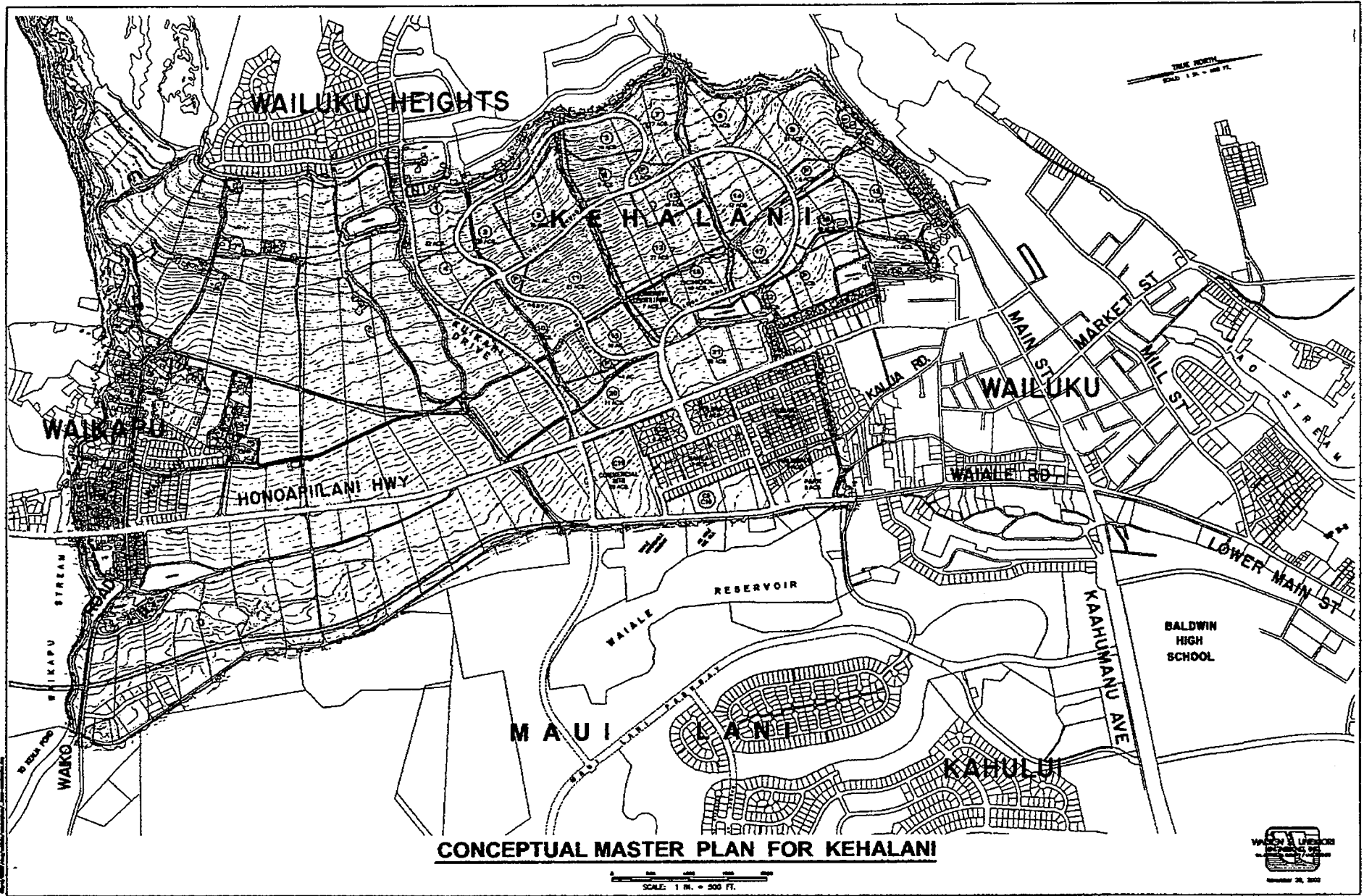
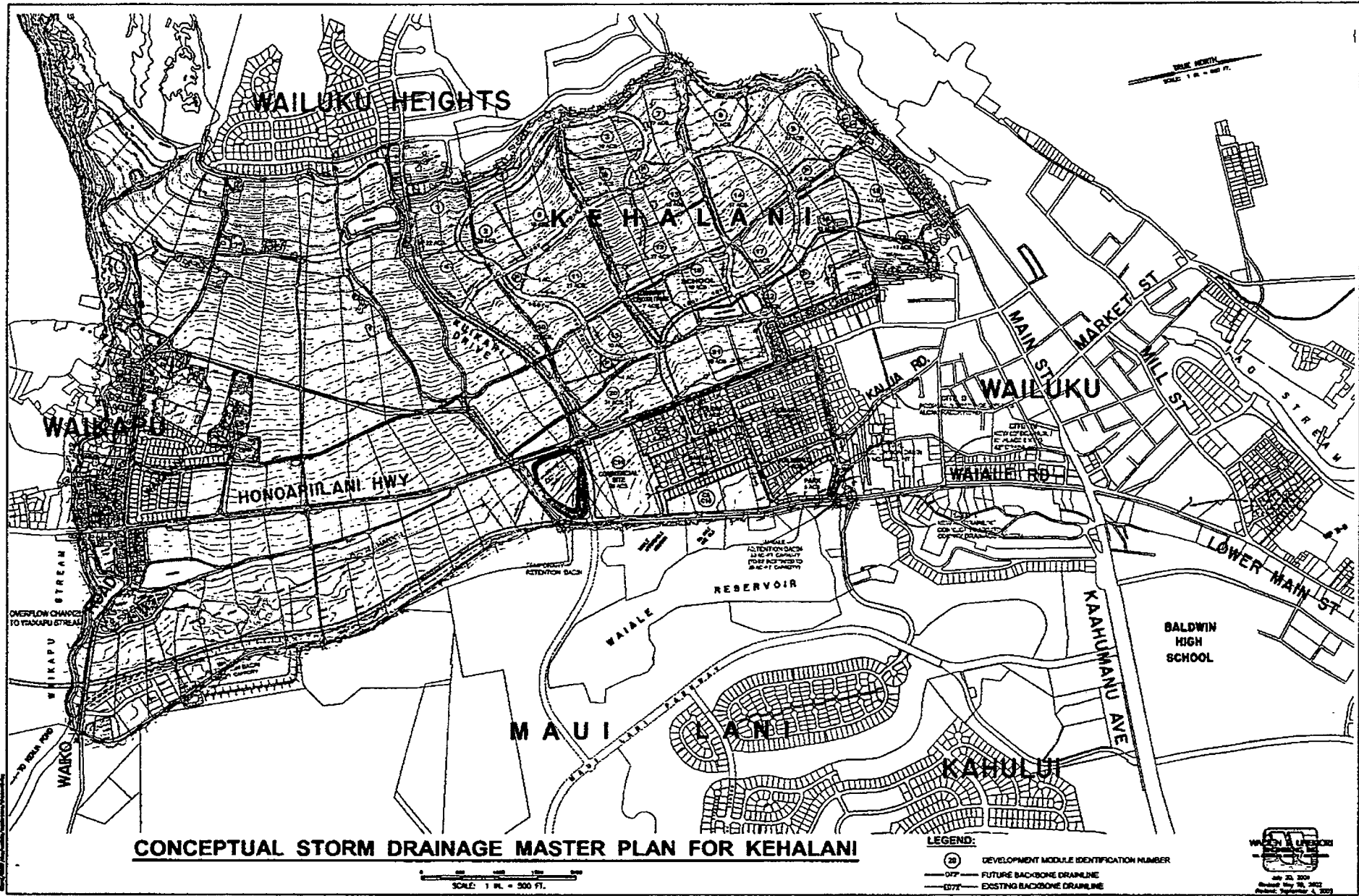


Exhibit "A"



**CONCEPTUAL STORM DRAINAGE MASTER PLAN FOR KEHALANI**

SCALE: 1 IN. = 500 FT.

**LEGEND:**  
 (20) DEVELOPMENT MODULE IDENTIFICATION NUMBER  
 - - - - - FUTURE BACKBONE DRAINLINE  
 ———— EXISTING BACKBONE DRAINLINE



Exhibit "B"

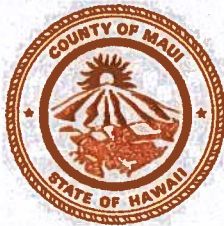
## **EXHIBIT F.**

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

**MICHAEL P. VICTORINO**  
Mayor

**KARLA H. PETERS**  
Director

**MARCI M. SATO**  
Deputy Director



## **DEPARTMENT OF PARKS AND RECREATION**

700 Hali'a Nako'a Street, Unit 2, Wailuku, Hawai'i 96793  
Main Line (808) 270-7230 / Facsimile (808) 270-7942

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

cc: 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



**Exhibit 1**

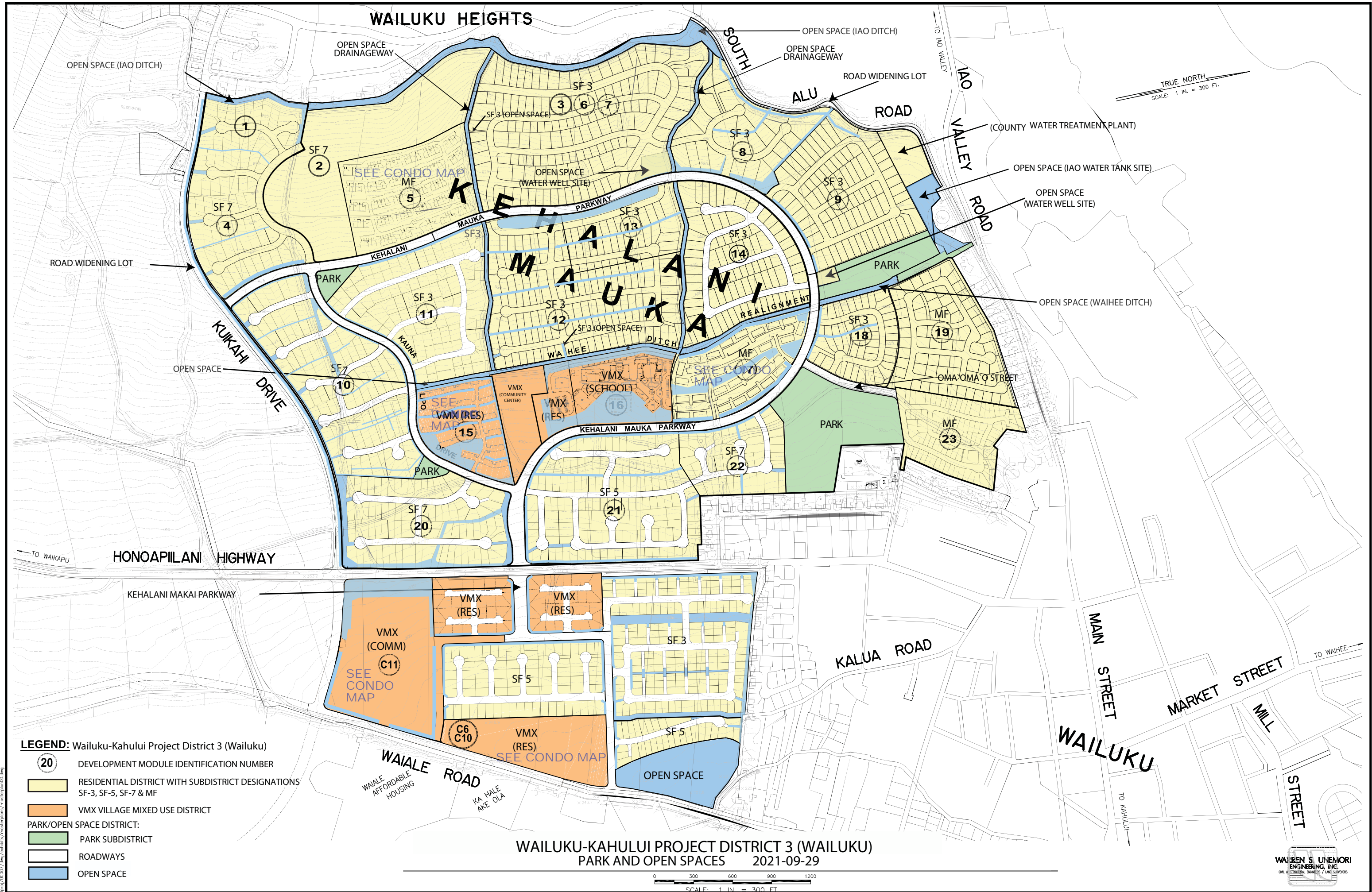
**SLUC DOCKET A89-642  
PARK / OPEN SPACE SUMMARY  
9/29/2021**

MODULE / NEIGHBORHOOD	# OF UNITS	TOTAL ACREAGE	PARK / OPEN SPACE			Total Parks and Open Space
			Park	Open Space - Landscape and Drainage Easements	Open Space/Ped & Bike Paths Along Roadways	
<b>COMPLETED OR IN PROGRESS DEVELOPMENTS</b>						
<b><u>Makai</u></b>						
Kaimana	179	29.21		4.86	1.59	<b>6.45</b>
C-5 (Halemalu)	30	5.33		0.21	0.37	<b>0.59</b>
C-7 (Nanea)	80	16.67		0.38	1.12	<b>1.50</b>
C-3 (Olena I)	31	5.97		0.18	0.42	<b>0.60</b>
C-2 (Olena II)	32	6.18		0.21	0.44	<b>0.64</b>
C-6/10 (Kehalani Gardens) - Condo	132	11.10		0.92		<b>0.92</b>
C-1/11 (Kehalani Village Center) - Condo		21.54		3.40		<b>3.40</b>
Kehalani Makai Parkway		4.70			2.44	<b>2.44</b>
Makai Park		7.52	7.52			<b>7.52</b>
<b>Total Makai</b>	<b>484</b>	<b>108.21</b>	<b>7.52</b>	<b>10.16</b>	<b>6.39</b>	<b>24.07</b>
<b><u>Mauka</u></b>						
21 (Ohia I)	140	28.11		1.78	2.06	<b>3.84</b>
20 (Maunaleo)	83	20.48		3.51	1.04	<b>4.55</b>
1 & 4 (Koa)	72	22.98		2.00	2.00	<b>4.01</b>
15 (Iliahi) - Condo	92	9.80		3.17		<b>3.17</b>
22 (Ohia II)	44	10.01		0.32	0.63	<b>0.95</b>
10 (Akolea)	97	27.28	0.61	2.34	1.41	<b>4.36</b>
11 (Cottages)	114	22.86	1.00	1.01	1.07	<b>3.09</b>
5 (Villas) - Condo	103	16.08		8.24		<b>8.24</b>
23 (Milo Court I) - Condo	94	11.14			1.05	<b>1.05</b>
2 (Wai'olu Estates)	60	22.98		1.50	0.81	<b>2.31</b>
17 (Hoolea Terrace) - Condo	174	12.25		3.63		<b>3.63</b>
19 (Kamani)	138	16.76			1.50	<b>1.50</b>
14 (Alohilani)	88	19.92			1.33	<b>1.33</b>
18 (Ilima)	49	9.10		0.12	0.50	<b>0.62</b>
12/13 (Anuheha)	164	39.20		3.25	2.59	<b>5.84</b>
8 (La'ikeha)	25	14.21		2.31	0.66	<b>2.96</b>
9 (Highlands)	83	20.06		0.20	1.21	<b>1.41</b>
lao Water Treatment Plant Site		2.54				<b>0.00</b>
Mauka Park		13.12	13.12			<b>13.12</b>
VMX / Community Center		4.65				<b>0.00</b>
VMX / School		14.10		4.96		<b>4.96</b>
North-South Pedestrian Bikeway (aka Waihee Ditch)		4.14		4.14		<b>4.14</b>
Mauka - Makai Drainage Corridor (North)		1.64		1.64		<b>1.64</b>
Mauka - Makai Drainage Corridor (South)		1.65		1.65		<b>1.65</b>
Road Widening Lots (Alu Rd, Kuikahi Dr.)		2.19			0.73	<b>0.73</b>
Pocket Park Adjacent to Site 9 - Highlands		4.76	4.76			<b>4.76</b>
lao Water Tank & Well Site		2.05		2.05		<b>2.05</b>
Open Space / Water Well Site		1.26				<b>0.00</b>
Open Space / lao Ditch		5.70		5.70		<b>5.70</b>
Kehalani Mauka Parkway		14.91			7.67	<b>7.67</b>
Oma'oma'o Street		1.06			0.28	<b>0.28</b>
Kauna Lipo Drive (aka South Collector)		3.46			0.92	<b>0.92</b>
<b>Total Mauka</b>	<b>1,620</b>	<b>400.44</b>	<b>19.50</b>	<b>53.52</b>	<b>27.46</b>	<b>100.48</b>
<b>TOTAL MAKAI AND MAUKA</b>	<b>2,104</b>	<b>508.65</b>	<b>27.02</b>	<b>63.68</b>	<b>33.85</b>	<b>124.55</b>
<b>FUTURE DEVELOPMENTS</b>						
3.6,7 (SF)	138	38.56			0.00	<b>0.00</b>
<b>TOTAL FUTURE DEVELOPMENTS</b>	<b>138</b>	<b>38.56</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>	<b>0.00</b>
<b>TOTAL</b>	<b>2,242</b>	<b>547.21</b>	<b>27.02</b>	<b>63.68</b>	<b>33.85</b>	<b>124.55</b>

KEHALANI OPEN SPACES							
SUBDIVISIONS AND CONDOMINIUMS							
Module	File Plan No.	Community	Easement/ Parcel	Sq Ft	Sub Total Sq Ft	Sub Total Acres	Purpose/Description
1 & 4	3.2063	Koa	79	7,412			Waterline & Landscape, Easement A
1 & 4	3.2063	Koa	80	36,529			Irrigation, Easement N
1 & 4	3.2063	Koa	81	2,990			Waterline & Landscape, Easement B
1 & 4	3.2063	Koa	82	2,858			Waterline & Landscape, Easement C
1 & 4	3.2063	Koa	83	2,817			Waterline & Landscape, Easement D
1 & 4	3.2063	Koa	84	1,506			Landscape, Easement L-1
1 & 4	3.2063	Koa	E	5,900			Drainage
1 & 4	3.2063	Koa	F	5,212			Drainage
1 & 4	3.2063	Koa	G	6,090			Drainage
1 & 4	3.2063	Koa	H	7,257			Drainage
1 & 4	3.2063	Koa	L	259			Landscape
1 & 4	3.2063	Koa	L-2	2,256			Landscape
1 & 4	3.2063	Koa	L-3	6,237	<b>87,323</b>	<b>2.00</b>	Landscape
8	3.2356	La'ikeha	1-B	24,582			Waterline
8	3.2356	La'ikeha	D-1	6,042			Drainage
8	3.2356	La'ikeha	L-1	18,569			Landscape
8	3.2356	La'ikeha	L-2	20,869			Landscape
8	3.2356	La'ikeha	U-1	6,769			Drainage and Sewerline
8	3.2356	La'ikeha	U-2	15,186			Drainage and Sewerline
8	3.2356	La'ikeha	U-4	8,433	<b>100,450</b>	<b>2.31</b>	Drainage and Sewerline
9	3.2357	Highlands	A	5,732			Waterline
9	3.2357	Highlands	L-1	2,275			Landscape
9	3.2357	Highlands	L-2	663	<b>8,670</b>	<b>0.20</b>	Landscape
10	3.2115	Akolea	106	2,019			Waterline, Easement A
10	3.2115	Akolea	107	2,298			Waterline & Sewerline, Easement B
10	3.2115	Akolea	108	2,516			Waterline, Easement C
10	3.2115	Akolea	109	2,129			Waterline & Sewerline, Easement D
10	3.2115	Akolea	110	1,948			Waterline & Sewerline, Easement E
10	3.2115	Akolea	111	6,709			Landscape
10	3.2115	Akolea	D-2	10,750			Drainage & Landscape
10	3.2115	Akolea	D-3	3,939			Drainage
10	3.2115	Akolea	D-4	4,371			Drainage
10	3.2115	Akolea	D-5	2,748			Drainage
10	3.2115	Akolea	D-6	5,100			Drainage
10	3.2115	Akolea	D-7	1,541			Drainage
10	3.2115	Akolea	D-8	11,232			Drainage & Landscape
10	3.2115	Akolea	D-9	1,165			Drainage
10	3.2115	Akolea	D-10	5,812			Drainage
10	3.2115	Akolea	D-11	8,242			Drainage
10	3.2115	Akolea	F	7,492			Sewerline & Drainage
10	3.2115	Akolea	L-1	2,257			Landscape
10	3.2115	Akolea	L-3	610			Landscape
10	3.2115	Akolea	L-4	1,044			Landscape
10	3.2115	Akolea	L-5	1,582			Landscape
10	3.2115	Akolea	L-6	1,586			Landscape
10	3.2115	Akolea	L-7	1,352			Landscape
10	3.2115	Akolea	L-8	1,998			Landscape
10	3.2115	Akolea	S-1	6,607			Sewerline
10	3.2115	Akolea	S-2	5,010	<b>102,057</b>	<b>2.34</b>	Sewerline
18	3.2370	Ilima	A	5,017	<b>5,017</b>	<b>0.12</b>	Drainage
20	3.2050	Maunaleo	D	20,476			Drainage
20	3.2050	Maunaleo	E	3,020			Pedestrian and waterline affecting lot 85
20	3.2050	Maunaleo	F	16,422			Open space and landscape
20	3.2050	Maunaleo	H	33,995			Open space, landscape utility & drainage
20	3.2050	Maunaleo	J	4,637			Waterline affecting lot 86
20	3.2050	Maunaleo	K	2,338			Pedestrian and waterline affecting lot 86
20	3.2050	Maunaleo	L	2,646			Pedestrian and waterline affecting lot 86
20	3.2050	Maunaleo	85	25,596			Open space, landscape & utility reserve lots
20	3.2050	Maunaleo	86	37,891			Open space, landscape & utility reserve lots
20	3.2050	Maunaleo	87	5,999	<b>153,020</b>	<b>3.51</b>	Road widening lot

Module	File Plan No.	Community	Easement/ Parcel	Sq Ft	Sub Total Sq Ft	Sub Total Acres	Purpose/Description
21	3.2106	Ohia I	141	981			Waterline and Landscape, Easement A
21	3.2106	Ohia I	142	2,004			Waterline & Landscapte, Easement D
21	3.2106	Ohia I	146	2,229			Landscape, Easement L-5
21	3.2106	Ohia I	B	1,110			Waterline, Pedestrian, Bicycle
21	3.2106	Ohia I	H	8,349			Drainage
21	3.2106	Ohia I	J	3,507			Drainage
21	3.2106	Ohia I	K	8,415			Drainage
21	3.2106	Ohia I	L-1	13,523			Landscape
21	3.2106	Ohia I	L-2	25,519			Landscape
21	3.2106	Ohia I	L-3	3,759			Landscape
21	3.2106	Ohia I	L-4	8,302	<b>77,698</b>	<b>1.78</b>	Landscape
22	3.2090	Ohia II	49	1,995			Utility lots maintained & owned by HOA
22	3.2090	Ohia II	50	2,386			Utility lots maintained & owned by HOA
22	3.2090	Ohia II	51	2,878			Roadway, Park Access & Easement D for Sewerline
22	3.2090	Ohia II	L-1	5,851			Landscape
22	3.2090	Ohia II	L-2	903	<b>14,013</b>	<b>0.32</b>	Landscape
12, 13	3.2387	Anuheha	165	100,153			Landscape
12, 13	3.2387	Anuheha	166	1,692			Bike and Pedestrian
12, 13	3.2387	Anuheha	167	1,250			Emergency Access & Utility
12, 13	3.2387	Anuheha	E	3,823			Drainage
12, 13	3.2387	Anuheha	F	7,911			Drainage
12, 13	3.2387	Anuheha	G	3,624			Drainage
12, 13	3.2387	Anuheha	H	6,227			Drainage
12, 13	3.2387	Anuheha	J	4,338			Drainage
12, 13	3.2387	Anuheha	K	5,790			Drainage
12, 13	3.2387	Anuheha	L-1	184			Landscape
12, 13	3.2387	Anuheha	L-2	6,336			Landscape
12, 13	3.2387	Anuheha	L-3	113	<b>141,441</b>	<b>3.25</b>	Landscape
C5	3.1672	Halemalu	B	2,042			Waterline
C5	3.1672	Halemalu	C	2,926			Drainage
C5	3.1672	Halemalu	33	1,312			Landscape lots maintained & owned by HOA
C5	3.1672	Halemalu	34	1,023			Landscape lots maintained & owned by HOA
C5	3.1672	Halemalu	35	1,064			Landscape lots maintained & owned by HOA
C5	3.1672	Halemalu	38	313			Landscape lots maintained & owned by HOA
C5	3.1672	Halemalu	39	675	<b>9,355</b>	<b>0.21</b>	Landscape lots maintained & owned by HOA
C7	3.1741	Nanea	85	1,954			Landscape lots maintained & owned by HOA
C7	3.1741	Nanea	88	2,314			Landscape lots maintained & owned by HOA
C7	3.1741	Nanea	90	10,809			Landscape lots maintained & owned by HOA
C7	3.1741	Nanea	91	644			Landscape lots maintained & owned by HOA
C7	3.1741	Nanea	92	822	<b>16,543</b>	<b>0.38</b>	Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	180	40,125			Vehicular Access Rights
C4	3.1626	Kaimana	181	32,853			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	182	40,317			Vehicular Access Rights
C4	3.1626	Kaimana	183	35,182			Vehicular Access Rights
C4	3.1626	Kaimana	184	38,884			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	185	1,205			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	186	2,821			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	187	1,125			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	188	1,741			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	189	1,016			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	190	514			Landscape lots maintained & owned by HOA
C4	3.1626	Kaimana	192	15,783	<b>211,566</b>	<b>4.86</b>	Vehicular Access Rights
C3	3.1853	Olena	L-1	6,349			Landscape
C3	3.1853	Olena	L-2	1,357	<b>7,706</b>	<b>0.18</b>	Landscape
C2	3.1860	Olena II	L-1	1,566			Landscape
C2	3.1860	Olena II	L-2	7,507	<b>9,073</b>	<b>0.21</b>	Landscape
11	3.2141	Cottages	72	4,577			Drainage
11	3.2141	Cottages	92	3,428			Landscaping
11	3.2141	Cottages	93	2,108			Landscaping
11	3.2141	Cottages	94	1,067			Landscaping
11	3.2141	Cottages	95	444			Landscaping
11	3.2141	Cottages	96	29,359			Landscaping
11	3.2141	Cottages	99	1,968			Sight Distance
11	3.2141	Cottages	119	943	<b>43,894</b>	<b>1.01</b>	Pedestrian Access

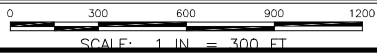
Module	File Plan No.	Community	Easement/ Parcel	Sq Ft	Sub Total Sq Ft	Sub Total Acres	Purpose/Description
15		Iliahi	Measure 1	20,577			Common Area
15		Iliahi	Measure 2	3,809			Common Area
15		Iliahi	Measure 3	11,911			Common Area
15		Iliahi	Measure 4	14,118			Common Area
15		Iliahi	Measure 5	5,608			Common Area
15		Iliahi	Measure 6	6,342			Common Area
15		Iliahi	Measure 7	14,101			Common Area
15		Iliahi	Measure 8	18,853			Common Area
15		Iliahi	Measure 9	5,220			Common Area
15		Iliahi	Measure 10	6,584			Common Area
15		Iliahi	Measure 11	11,084			Common Area
15		Iliahi	Measure 12	8,567			Common Area
15		Iliahi	Measure 13	11,359	<b>138,133</b>	<b>3.17</b>	Common Area
16		Pu'u Kukui Elementary	Measure 1	46,917			Landscape
16		Pu'u Kukui Elementary	Measure 2	169,162	<b>216,079</b>	<b>4.96</b>	Landscape
C6 C10		Kehalani Gardens	L-6 Measure 1	2,498			Common Area, Landscape
C6 C10		Kehalani Gardens	L-6 Measure 2	6,375			Common Area, Landscape
C6 C10		Kehalani Gardens	L-7 Measure 1	2,498			Common Area, Landscape
C6 C10		Kehalani Gardens	L-7 Measure 2	6,375			Common Area, Landscape
C6 C10		Kehalani Gardens	L-8 Measure 1	2,644			Common Area, Landscape
C6 C10		Kehalani Gardens	L-8 Measure 2	7,635			Common Area, Landscape
C6 C10		Kehalani Gardens	L-10 Measure 1	2,108			Common Area, Landscape
C6 C10		Kehalani Gardens	L-10 Measure 2	6,716			Common Area, Landscape
C6 C10		Kehalani Gardens	L-10 Measure 3	3,441	<b>40,290</b>	<b>0.92</b>	Common Area, Landscape
17		Ho'olei Terrace	Measure 1	29,964			Common Area, Landscape
17		Ho'olei Terrace	Measure 2	27,288			Common Area, Landscape
17		Ho'olei Terrace	Measure 3	38,505			Common Area, Landscape
17		Ho'olei Terrace	Measure 4	27,789			Common Area, Landscape
17		Ho'olei Terrace	Measure 5	11,671			Common Area, Landscape
17		Ho'olei Terrace	Measure 6	22,795	<b>158,012</b>	<b>3.63</b>	Common Area, Landscape
5		The Villas at Kehalani	Measure 1	37,906			Common Area, Landscape
5		The Villas at Kehalani	Measure 2	36,921			Common Area, Landscape
5		The Villas at Kehalani	Measure 3	35,467			Common Area, Landscape
5		The Villas at Kehalani	Measure 4	37,334			Common Area, Landscape
5		The Villas at Kehalani	Measure 5	101,650			Common Area, Landscape
5		The Villas at Kehalani	Measure 6	109,602	<b>358,880</b>	<b>8.24</b>	Common Area, Landscape
C11		Kehalani Village Center	Common Element	109,445	<b>109,445</b>	<b>2.51</b>	Common Element, Landscape Area
			<b>TOTAL:</b>	<b>2,008,665</b>	<b>2,008,665</b>	<b>46.11</b>	

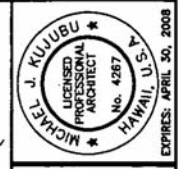
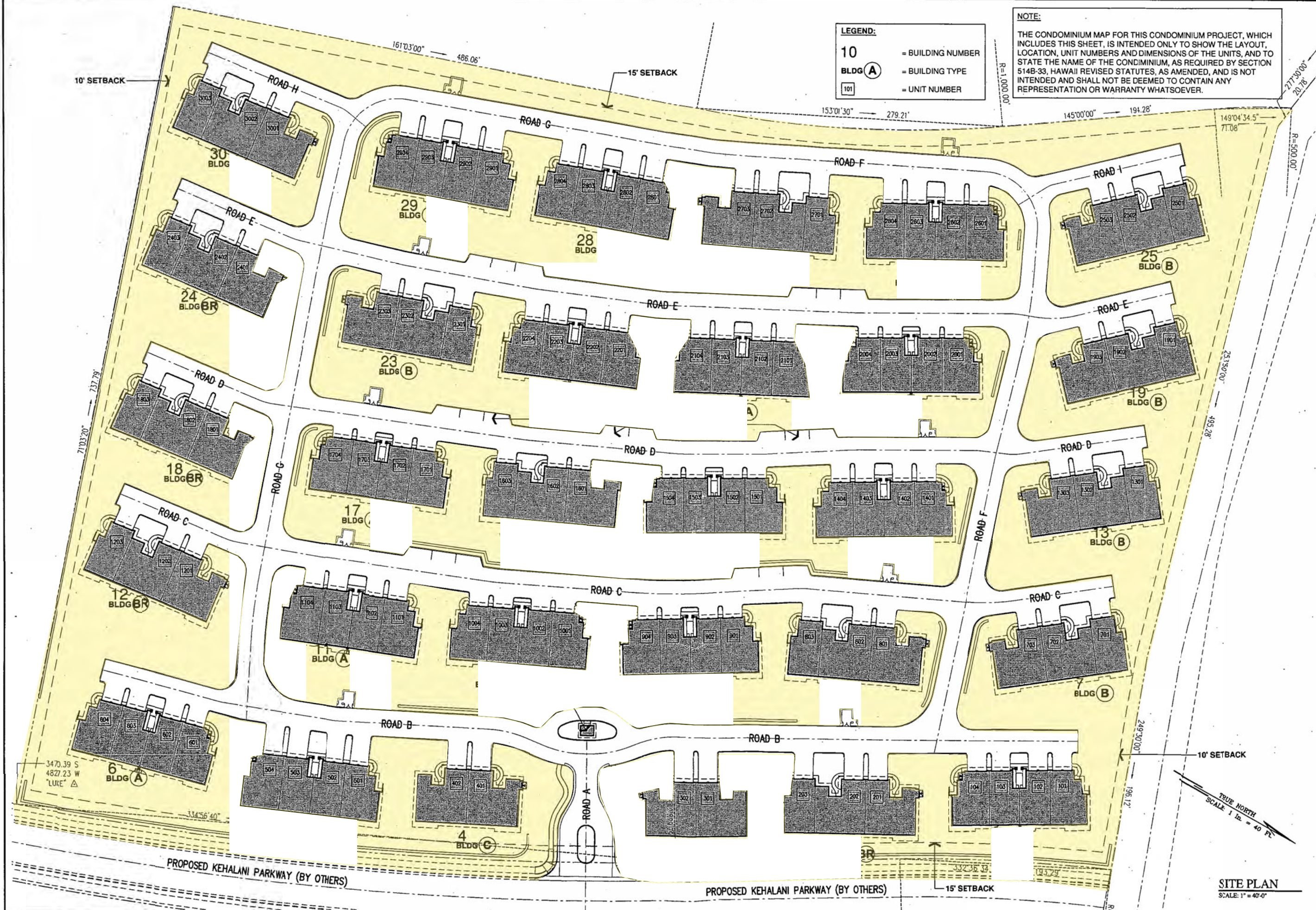


**LEGEND:** Wailuku-Kahului Project District 3 (Wailuku)

- 20** DEVELOPMENT MODULE IDENTIFICATION NUMBER
- RESIDENTIAL DISTRICT WITH SUBDISTRICT DESIGNATIONS SF-3, SF-5, SF-7 & MF
- VMX VILLAGE MIXED USE DISTRICT
- PARK/OPEN SPACE DISTRICT:**
- PARK SUBDISTRICT
- ROADWAYS
- OPEN SPACE

**WAILUKU-KAHULUI PROJECT DISTRICT 3 (WAILUKU)  
PARK AND OPEN SPACES 2021-09-29**





NOTE: Contractor to check and verify all dimensions of job before proceeding with work. This work was prepared by me or under my direct supervision and I am a duly licensed professional architect in the State of Hawaii. Michael J. Kubiabu

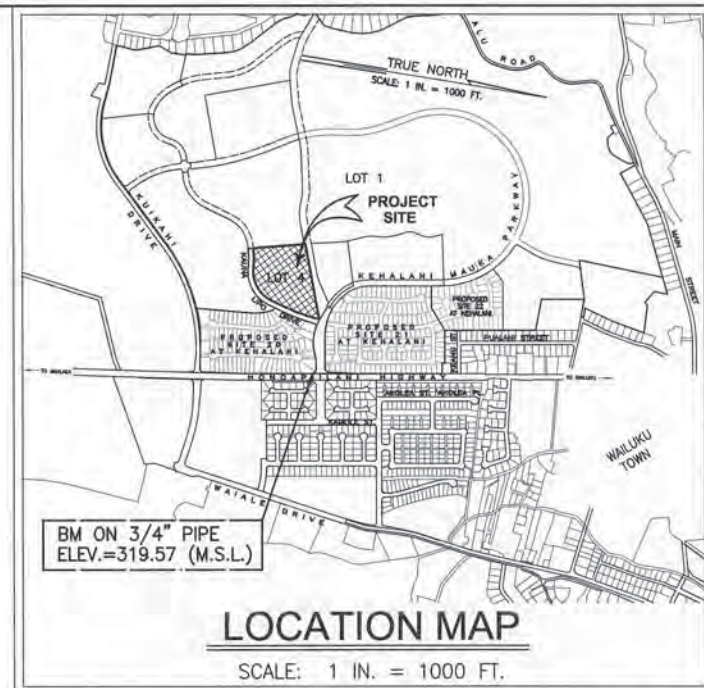
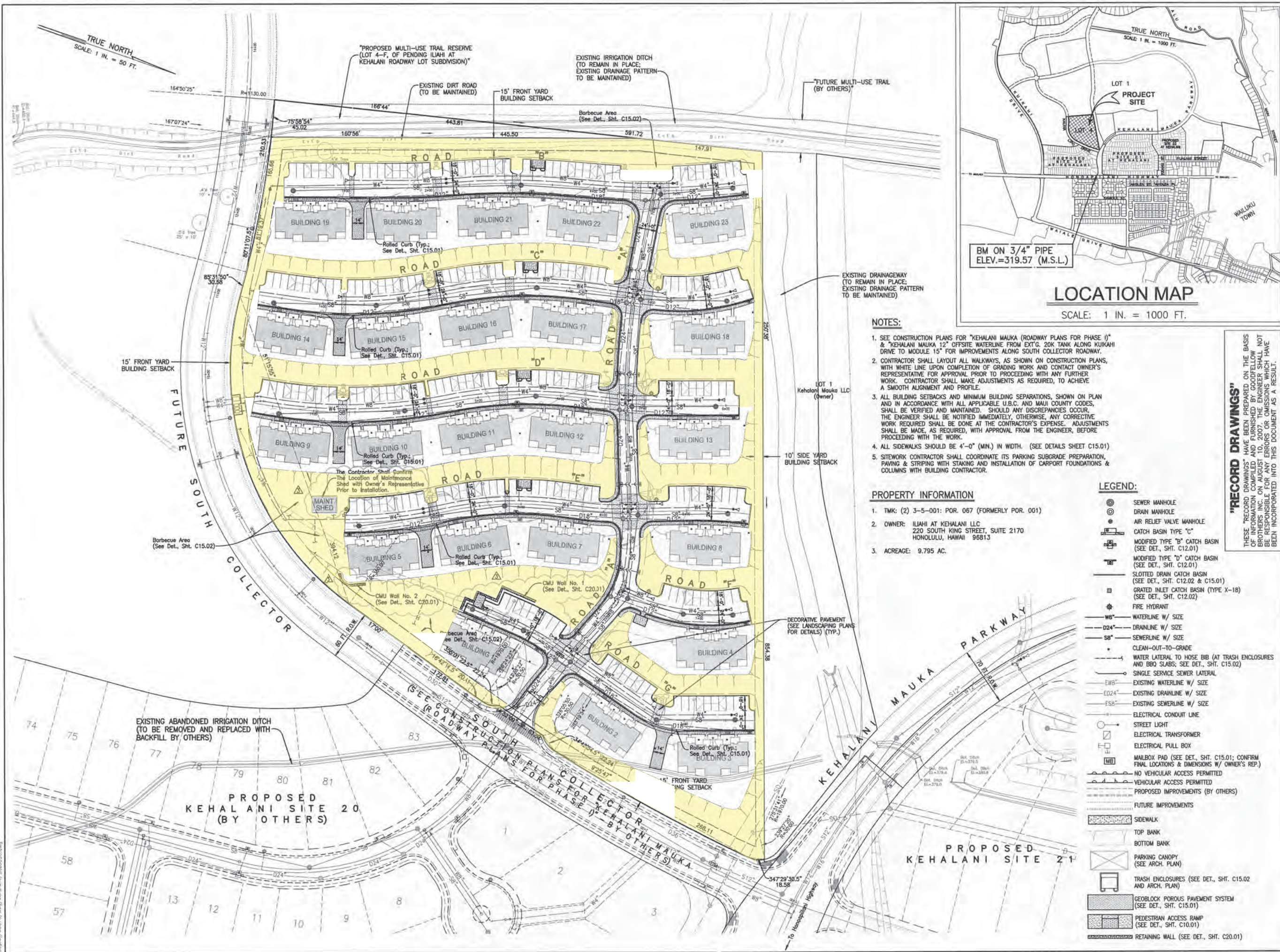
**ALAKEA DESIGN GROUP, LLC**  
 ARCHITECTURE • PLANNING • INTERIORS  
 1100 Alakea Street, Suite 1500  
 Honolulu, Hawaii 96813

**The Villas at Kehalani**  
 Wailuku Project District  
 Wailuku, Maui, Hawaii

PROJECT: SITE PLAN  
 DATE: NOVEMBER 1, 2006  
 SHEET NUMBER: CPR-1  
 2 OF 14 SHEETS  
 AUG No. 2004.18.03

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SCALE USED 1" = 80'



No.	Date	Revision
May 26, 2004		Building Permit Agency Review Set - Not For Construction
August 10, 2004		Revision No. 1
September 15, 2004		Revision No. 2a
December 10, 2004		Revision No. 3 - All Agency Approvals
August 10, 2007		"Record Drawings"

Consultant:

**NOTES:**

- SEE CONSTRUCTION PLANS FOR "KEHALANI MAUKA (ROADWAY PLANS FOR PHASE I)" & "KEHALANI MAUKA 12" OFFSITE WATERLINE FROM EXT. G. 20K TANK ALONG KUIKAHI DRIVE TO MODULE 15" FOR IMPROVEMENTS ALONG SOUTH COLLECTOR ROADWAY.
- CONTRACTOR SHALL LAYOUT ALL WALKWAYS, AS SHOWN ON CONSTRUCTION PLANS, WITH WHITE LINE UPON COMPLETION OF GRADING WORK AND CONTACT OWNER'S REPRESENTATIVE FOR APPROVAL PRIOR TO PROCEEDING WITH ANY FURTHER WORK. CONTRACTOR SHALL MAKE ADJUSTMENTS AS REQUIRED, TO ACHIEVE A SMOOTH ALIGNMENT AND PROFILE.
- ALL BUILDING SETBACKS AND MINIMUM BUILDING SEPARATIONS, SHOWN ON PLAN AND IN ACCORDANCE WITH ALL APPLICABLE U.B.C. AND MAUI COUNTY CODES, SHALL BE VERIFIED AND MAINTAINED. SHOULD ANY DISCREPANCIES OCCUR, THE ENGINEER SHALL BE NOTIFIED IMMEDIATELY, OTHERWISE, ANY CORRECTIVE WORK REQUIRED SHALL BE DONE AT THE CONTRACTOR'S EXPENSE. ADJUSTMENTS SHALL BE MADE, AS REQUIRED, WITH APPROVAL FROM THE ENGINEER, BEFORE PROCEEDING WITH THE WORK.
- ALL SIDEWALKS SHOULD BE 4'-0" (MIN.) IN WIDTH. (SEE DETAILS SHEET C15.01)
- SITWORK CONTRACTOR SHALL COORDINATE ITS PARKING SUBGRADE PREPARATION, PAVING & STRIPING WITH STAKING AND INSTALLATION OF CARPORT FOUNDATIONS & COLUMNS WITH BUILDING CONTRACTOR.

**PROPERTY INFORMATION**

- TMK: (2) 3-5-001: POR. 067 (FORMERLY POR. 001)
- OWNER: ILIAHI AT KEHALANI LLC  
220 SOUTH KING STREET, SUITE 2170  
HONOLULU, HAWAII 96813
- ACREAGE: 9.795 AC.

**LEGEND:**

- SEWER MANHOLE
- DRAIN MANHOLE
- AIR RELIEF VALVE MANHOLE
- CATCH BASIN TYPE "C"
- MODIFIED TYPE "B" CATCH BASIN (SEE DET., SHT. C12.01)
- MODIFIED TYPE "D" CATCH BASIN (SEE DET., SHT. C12.01)
- SLOTTED DRAIN CATCH BASIN (SEE DET., SHT. C12.02 & C15.01)
- GRATED INLET CATCH BASIN (TYPE X-18) (SEE DET., SHT. C12.02)
- FIRE HYDRANT
- WATERLINE W/ SIZE
- DRAINLINE W/ SIZE
- SEWERLINE W/ SIZE
- CLEAN-OUT-TO-GRADE
- WATER LATERAL TO HOSE BIB (AT TRASH ENCLOSURES AND BBQ SLABS; SEE DET., SHT. C15.02)
- SINGLE SERVICE SEWER LATERAL
- EXISTING WATERLINE W/ SIZE
- EXISTING DRAINLINE W/ SIZE
- EXISTING SEWERLINE W/ SIZE
- ELECTRICAL CONDUIT LINE
- STREET LIGHT
- ELECTRICAL TRANSFORMER
- ELECTRICAL PULL BOX
- MAILBOX PAD (SEE DET., SHT. C15.01; CONFIRM FINAL LOCATIONS & DIMENSIONS W/ OWNER'S REP.)
- NO VEHICULAR ACCESS PERMITTED
- VEHICULAR ACCESS PERMITTED
- PROPOSED IMPROVEMENTS (BY OTHERS)
- FUTURE IMPROVEMENTS
- SIDEWALK
- TOP BANK
- BOTTOM BANK
- PARKING CANOPY (SEE ARCH. PLAN)
- TRASH ENCLOSURES (SEE DET., SHT. C15.02 AND ARCH. PLAN)
- GEOBLOCK POROUS PAVEMENT SYSTEM (SEE DET., SHT. C15.01)
- PEDESTRIAN ACCESS RAMP (SEE DET., SHT. C10.01)
- RETAINING WALL (SEE DET., SHT. C20.01)

**"RECORD DRAWINGS"**  
 THESE "RECORD DRAWINGS" HAVE BEEN PREPARED ON THE BASIS OF INFORMATION COMPILED AND FURNISHED BY GOODFELLOW BROTHERS, INC. ON AUGUST 10, 2007. THE ENGINEER SHALL NOT BE RESPONSIBLE FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO THIS DOCUMENT AS A RESULT.

Project:  
**ILIAHI AT KEHALANI PARCEL 15**  
 WAILUKU, WAIKAPU, MAUI, HAWAII



WARREN S. UNEMORI, ENGINEERING, INC.  
 Civil & Structural Engineers  
 Land Surveyors  
 2145 Wells Street  
 Suite 403  
 Wailuku, HI 96793

Job: 03076  
 Issue Date: July 23, 2004  
 Proj. Engr: D.T.R.  
 Drawn By: C.B.B.  
 Checked By: C.N.M.

Sheet Title:  
**GENERAL SITE PLAN**

Sheet:  
**C2.01**

Of:

D:\proj\03076\dwg\complan\1400505.dwg

DATE	DESCRIPTION	BY	APPROVED
1/15/09	ADDED DRAINAGE BEHIND BLDGS.	ES&C	
4/17/09	ADDED COMMENTS	ES&C	
9/16/09	ADDED COMMENTS	ES&C	
11/6/09	APPROVED BUILDING PERMIT PLANS	ES&C	

**Kehalani Module 17**  
 Waiuku Project District  
 Waiuku, Maui, Hawaii

PROJECT: OVERALL UTILITY PLAN

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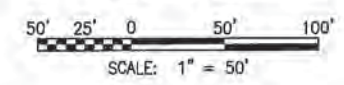
**SITE UTILITY NOTES:**

- CONTRACTOR SHALL PROVIDE AND INSTALL ALL REQUIRED FITTINGS, APPURTENANCES, AND MATERIALS, AS REQUIRED, TO PROVIDE A COMPLETE, FUNCTIONABLE UTILITY SERVICE SYSTEM CONFORMING TO ALL CURRENT, APPLICABLE STANDARDS AND REQUIREMENTS.
- CONTRACTOR SHALL INSTALL ALL FITTINGS, AS REQUIRED, TO EXTEND ALL SITE UTILITIES, INCLUDING LATERALS FROM MAINS, TO WITHIN 5 FT. (MAX.) OF BUILDING PERIMETER OR AS REFLECTED IN THE PLANS AND SHALL BEAR ALL COSTS THEREFROM. ALL LATERALS SHALL BE TERMINATED WITH PVC MARKER TO GRADE.
- CONTRACTOR SHALL VERIFY ALL LOCATIONS OF REQUIRED CONNECTIONS AT BUILDINGS WITH THE MECHANICAL AND ARCHITECTURAL PLANS AND PROVIDE ALL REQUIRED FITTINGS (INCLUDING BUT NOT LIMITED TO REDUCERS, TEMPORARY PLUGS OR CAP, AND MARKERS) AND COORDINATION REQUIRED TO MAKE CONNECTION (BY OTHERS). FINAL CONNECTIONS AT BUILDINGS SHALL BE MADE BY THE BUILDING CONTRACTOR.
- DRAINLINES SHALL BE HDPE PIPE (SOIL TIGHT) PER SDOT SPECIFICATIONS. ALL DOMESTIC WATER MAINS AND FIRELINES SHALL BE DUCTILE IRON, CLASS 52 WITH POLYWRAP. SEWERLINES WITH SLOPE OF 2.00% OR GREATER SHALL BE PVC, SDR 35 WHILE SEWERLINES WITH SLOPE LESS THAN 2.00% SHALL BE PVC, SDR 26.
- POINT OF CONNECTIONS OF PROPOSED UTILITIES FROM THE PROJECT SITE TO UTILITIES ALONG PROPOSED KEHALANI PARKWAY ARE BASED ON THE AVAILABLE DRAWINGS AND MAYBE 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.
- CONCEPTUAL ELECTRICAL SCHEMATIC SHOWN FOR COORDINATION PURPOSES ONLY (SEE ELECTRICAL PLANS).
- MINIMUM SIZES OF SERVICE LATERALS ARE AS FOLLOWS: S4 AND W1/2.
- FOR DRAINLINE POINT OF CONNECTIONS, SEE SHEETS C4.01, C4.02 AND C4.21.
- FOR WATERLINE (DOMESTIC AND FIRE) POINT OF CONNECTIONS, SEE SHEET C5.21.
- REFER TO SHEETS C4.01 TO C4.08, C4.21, C4.22 AND C5.01 TO C5.08, C5.21 FOR UTILITIES PLAN AND PROFILE.
- PROPOSED 96" DRAINLINE AND 36" IRRIGATION LINES TO BE INSTALLED DURING MASS GRADING PRIOR TO SITE IMPROVEMENTS. REFER TO "MASS GRADING KEHALANI MODULE 17 PLANS".
- THE LANDSCAPE GRATED INLET CATCH BASINS (2' X 2') SHALL BE NDS PART NO. 2412 - 24" X 24" PLASTIC GRATE WITH PART NO. 2400 - 24" X 24" PLASTIC CATCH BASIN OR APPROVED EQUAL.
- SEWER SYSTEM IS PRIVATELY OWNED AND MAINTAINED BY KEHALANI HOMEOWNER'S ASSOCIATION.

**OVERALL UTILITY PLAN**

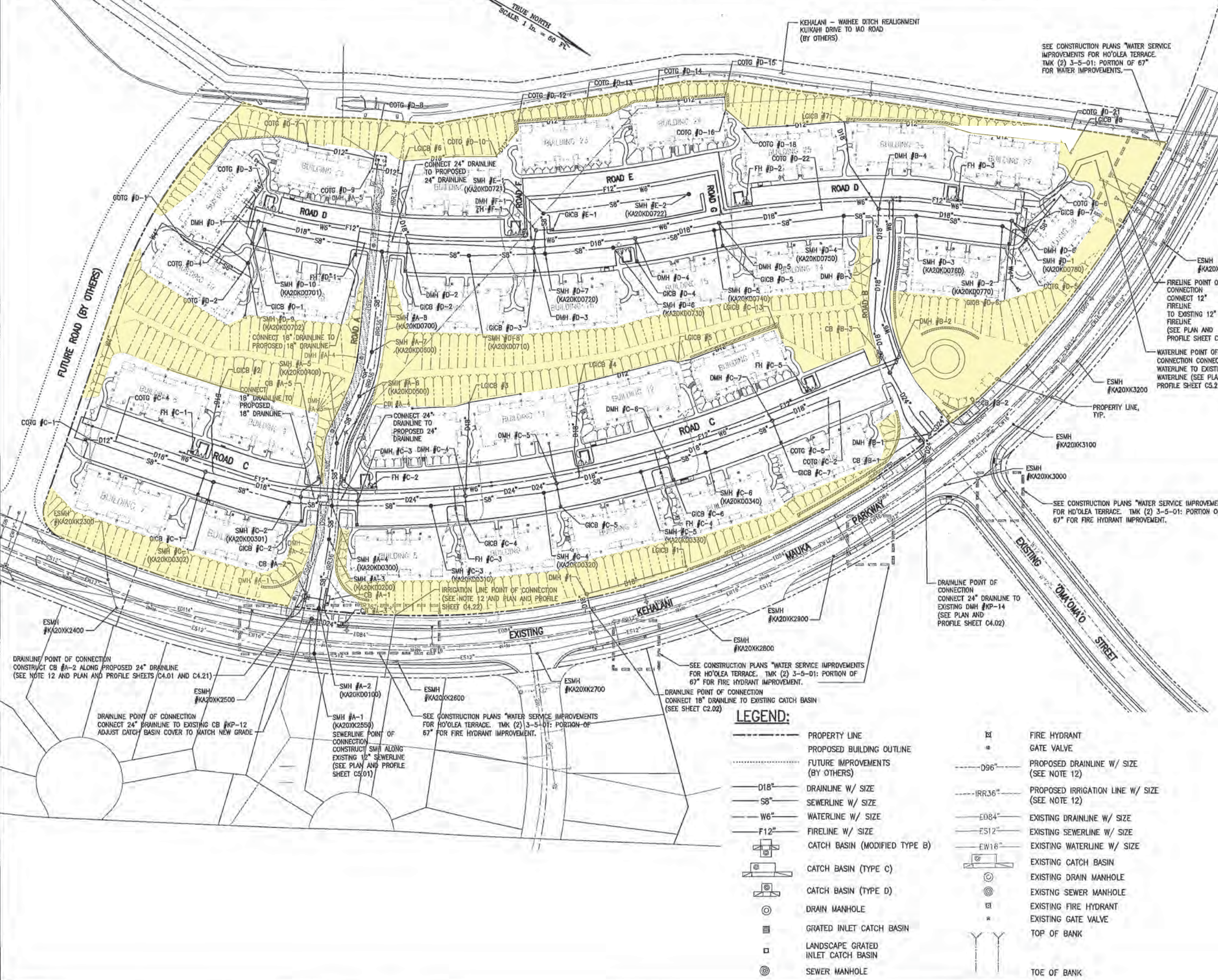
SCALE: 1" = 50'

**GRAPHIC SCALE**



**"AS BUILT"**

THIS RECORD DRAWING HAS BEEN PREPARED, IN PART, BASED UPON INFORMATION FURNISHED BY OODOFFELLOW BROS., INC., DATED JUNE 21, 2010 AND EQUIPMENT LABOR SERVICES, DATED JANUARY 5, 2011. WHILE THIS INFORMATION IS BELIEVED TO BE RELIABLE, SSFM INTERNATIONAL, INC. CANNOT ASSURE OF ITS ACCURACY, AND THIS NOT RESPONSIBLE FOR THE ACCURACY OF THIS RECORD DRAWING OR FOR ANY ERRORS OR OMISSIONS WHICH HAVE BEEN INCORPORATED INTO IT AS A RESULT.



**LEGEND:**

- - - - - PROPERTY LINE
- - - - - PROPOSED BUILDING OUTLINE
- - - - - FUTURE IMPROVEMENTS (BY OTHERS)
- D18" DRAINLINE W/ SIZE
- S8" SEWERLINE W/ SIZE
- W6" WATERLINE W/ SIZE
- F12" FIRELINE W/ SIZE
- CATCH BASIN (MODIFIED TYPE B)
- CATCH BASIN (TYPE C)
- CATCH BASIN (TYPE D)
- DRAIN MANHOLE
- GRATED INLET CATCH BASIN
- LANDSCAPE GRATED INLET CATCH BASIN
- ⊙ SEWER MANHOLE
- FIRE HYDRANT
- GATE VALVE
- - - - - D96" PROPOSED DRAINLINE W/ SIZE (SEE NOTE 12)
- - - - - IRR36" PROPOSED IRRIGATION LINE W/ SIZE (SEE NOTE 12)
- - - - - E084" EXISTING DRAINLINE W/ SIZE
- - - - - E512" EXISTING SEWERLINE W/ SIZE
- - - - - EW16" EXISTING WATERLINE W/ SIZE
- EXISTING CATCH BASIN
- EXISTING DRAIN MANHOLE
- EXISTING SEWER MANHOLE
- EXISTING FIRE HYDRANT
- EXISTING GATE VALVE
- TOP OF BANK
- TOE OF BANK

TRUE NORTH  
 SCALE: 1 in. = 60 FT.

KEHALANI - WAHAE DITCH REALIGNMENT  
 KUIKAHI DRIVE TO IAO ROAD  
 (BY OTHERS)

SEE CONSTRUCTION PLANS "WATER SERVICE IMPROVEMENTS FOR HO'OLEA TERRACE. TMK (2) 3-5-01: PORTION OF 67" FOR WATER IMPROVEMENTS.

SEE CONSTRUCTION PLANS "WATER SERVICE IMPROVEMENTS FOR HO'OLEA TERRACE. TMK (2) 3-5-01: PORTION OF 67" FOR FIRE HYDRANT IMPROVEMENT.

DRAINLINE POINT OF CONNECTION  
 CONNECT 24" DRAINLINE TO EXISTING DMH #KP-14  
 (SEE PLAN AND PROFILE SHEET C4.02)

SEE CONSTRUCTION PLANS "WATER SERVICE IMPROVEMENTS FOR HO'OLEA TERRACE. TMK (2) 3-5-01: PORTION OF 67" FOR FIRE HYDRANT IMPROVEMENT.

DRAINLINE POINT OF CONNECTION  
 CONNECT 18" DRAINLINE TO EXISTING CATCH BASIN  
 (SEE SHEET C2.02)

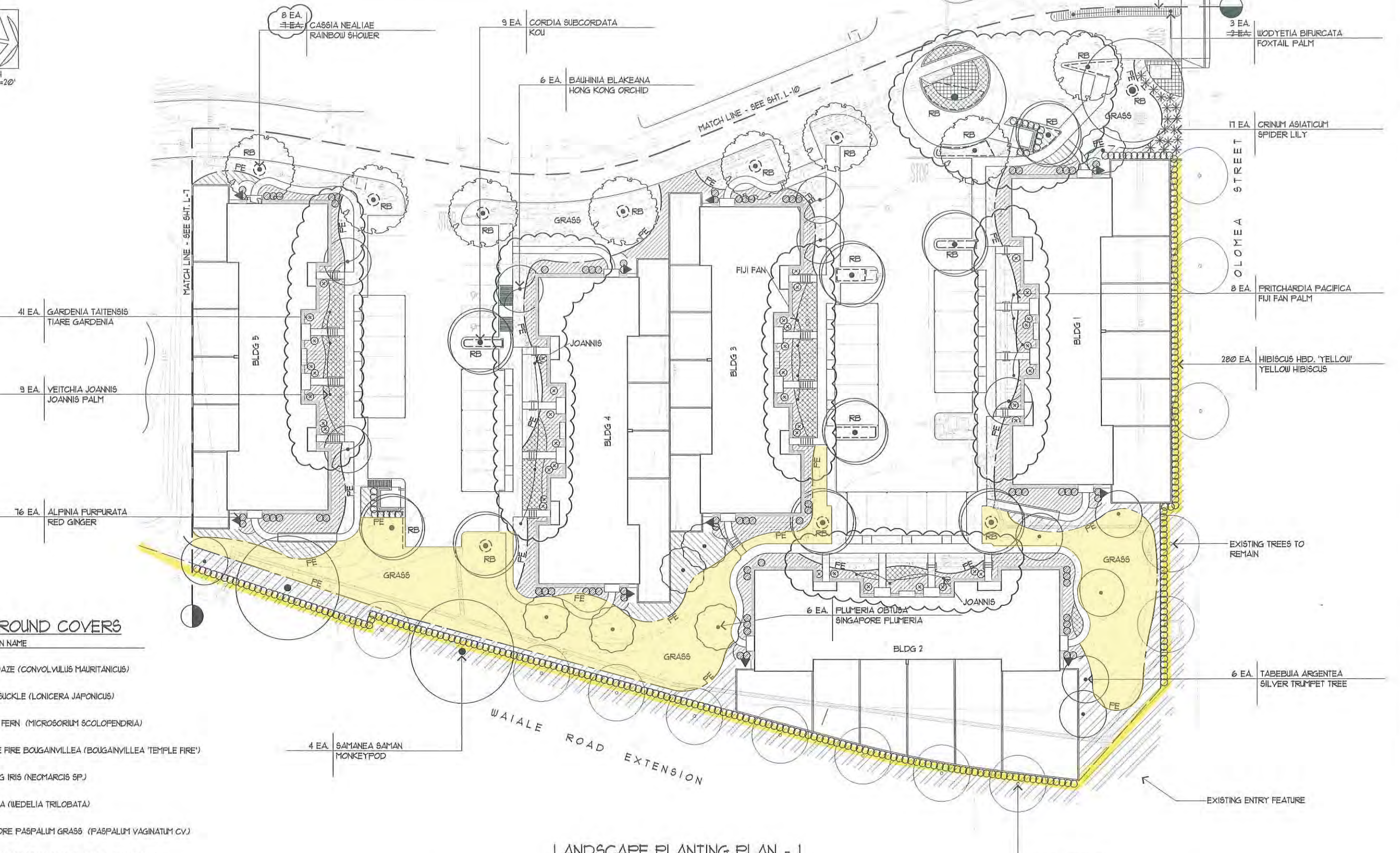
SEE CONSTRUCTION PLANS "WATER SERVICE IMPROVEMENTS FOR HO'OLEA TERRACE. TMK (2) 3-5-01: PORTION OF 67" FOR FIRE HYDRANT IMPROVEMENT.

SEWERLINE POINT OF CONNECTION  
 CONSTRUCT SMH ALONG EXISTING 12" SEWERLINE  
 (SEE PLAN AND PROFILE SHEET C5.01)

DRAINLINE POINT OF CONNECTION  
 CONNECT 24" DRAINLINE TO EXISTING CB #KP-12  
 ADJUST CATCH BASIN COVER TO MATCH NEW GRADE

DRAINLINE POINT OF CONNECTION  
 CONSTRUCT CB #A-2 ALONG PROPOSED 24" DRAINLINE  
 (SEE NOTE 12 AND PLAN AND PROFILE SHEETS C4.01 AND C4.21)





**KEY TO GROUND COVERS**

SYMBOL	COMMON NAME
	BLUE DAZE (CONVOLVULUS MAURITANICUS)
	HONEYSUCKLE (LONICERA JAPONICUS)
	LAAU'E FERN (MICROSORIUM SCOLOPENDRIA)
	TEMPLE FIRE BOUGAINVILLEA (BOUGAINVILLEA 'TEMPLE FIRE')
	WALKING IRIS (NEOMARCIS SP)
	WEDELIA (WEDELIA TRILOBATA)
	SEASHORE PASPALUM GRASS (PASPALUM VAGINATUM CV)
	MAINTENANCE STRIP (GRAVEL OVER WEED CLOTH)

**LANDSCAPE PLANTING PLAN - 1**  
SCALE: 1"=20'

P:\PROJECTS\10-1000\10-1000.dwg  
 L:\PROJECTS\10-1000\10-1000.dwg  
 PLOT DATE: January 19, 2008 @ 04:10:54 pm

NUMBER	DATE	MADE BY	CHECKED	DESCRIPTIONS
REVISIONS				



THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE DONE UNDER MY OBSERVATION

**M&E Pacific, Inc.**  
AN AECOM COMPANY  
SUITE 500, PAUAAHI TOWER • 1001 BISHOP ST., HONOLULU, HAWAII 96813

*Michael T. Miyabara*  
REG. PROF. ENGR. 10/22/2004  
DATE

REG. PROF. ENGR. \_\_\_\_\_  
DATE

DRAWN BY	SCALE:
DEPT. CHECK	
PROJ. CHECK	

STANFORD CARR DEVELOPMENT, LLC  
MAUI, HAWAII

LANDSCAPE PLANTING PLAN - 1

UNLESS OTHERWISE NOTED OR CHANGED BY REPRODUCTION

JOB	U361032162_0001_00009
FILE NO.	
CADD FILE	L-planting6.dwg
SHEET	L-6

6

5

4

3

2

1



21 EA. GARDENIA TAITENSIS  
TIARE GARDENIA

46 EA. ALPINIA PURPURATA  
RED GINGER

5 EA. TABEBUIA ARGENTEA  
SILVER TRUMPET TREE

3 EA. CORDIA SUBCORDATA  
KOU

3 EA. VEITCHIA JOANNIS  
JOANNIS PALM

2 EA. PLUMERIA OBTUSA  
SINGAPORE PLUMERIA

209 EA. HIBISCUS HED. 'YELLOW'  
YELLOW HIBISCUS

9 EA. CASSIA NEALIAE  
RAINBOW SHOWER

1 EA. BAUHINIA BLAKEANA  
HONG KONG ORCHID

4 EA. FRITCHARDIA PACIFICA  
FIJI FAN PALM

4 EA. SAMANEA SAMAN  
MONKEYPOD

**KEY TO GROUND COVERS**

SYMBOL	COMMON NAME
	BLUE DAZE (CONVOLVULUS MAURITANICUS)
	HONEYSUCKLE (LONICERIA JAPONICUS)
	LAU'E FERN (MICROSORIUM SCOLOPENDRIA)
	WEDELIA (WEDELIA TRILOBATA)
	SEASHORE PASPALUM GRASS (PASPALUM VAGINATUM CV.)
	MAINTENANCE STRIP (GRAVEL OVER WEED CLOTH)

**LANDSCAPE PLANTING PLAN - 2**  
SCALE: 1"=20'

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 USER: m...  
 DATE: Monday, 10/22/2004 10:24:15 AM

NUMBER	DATE	MADE BY	CHECKED	REVISIONS	DESCRIPTIONS



**M&E Pacific, Inc.**  
AN AECOM COMPANY  
SUITE 500, PALAHI TOWER • 1001 BISHOP ST., HONOLULU, HAWAII 96813

*Michael T. Miyabara*  
REG. PROF. ENGR. 10/22/2004  
DATE

REG. PROF. ENGR.      DATE

DRAWN BY	SCALE:
DEPT. CHECK	
PROJ. CHECK	
UNLESS OTHERWISE NOTED OR CHANGED BY REPRODUCTION	

STANFORD CARR DEVELOPMENT, LLC  
—  
MAUI, HAWAII

**LANDSCAPE PLANTING PLAN - 2**

JOB 0361032162 0001 00009
FILE NO. _____
CADD FILE L-planting7.dwg
SHEET <b>L-7</b>

6

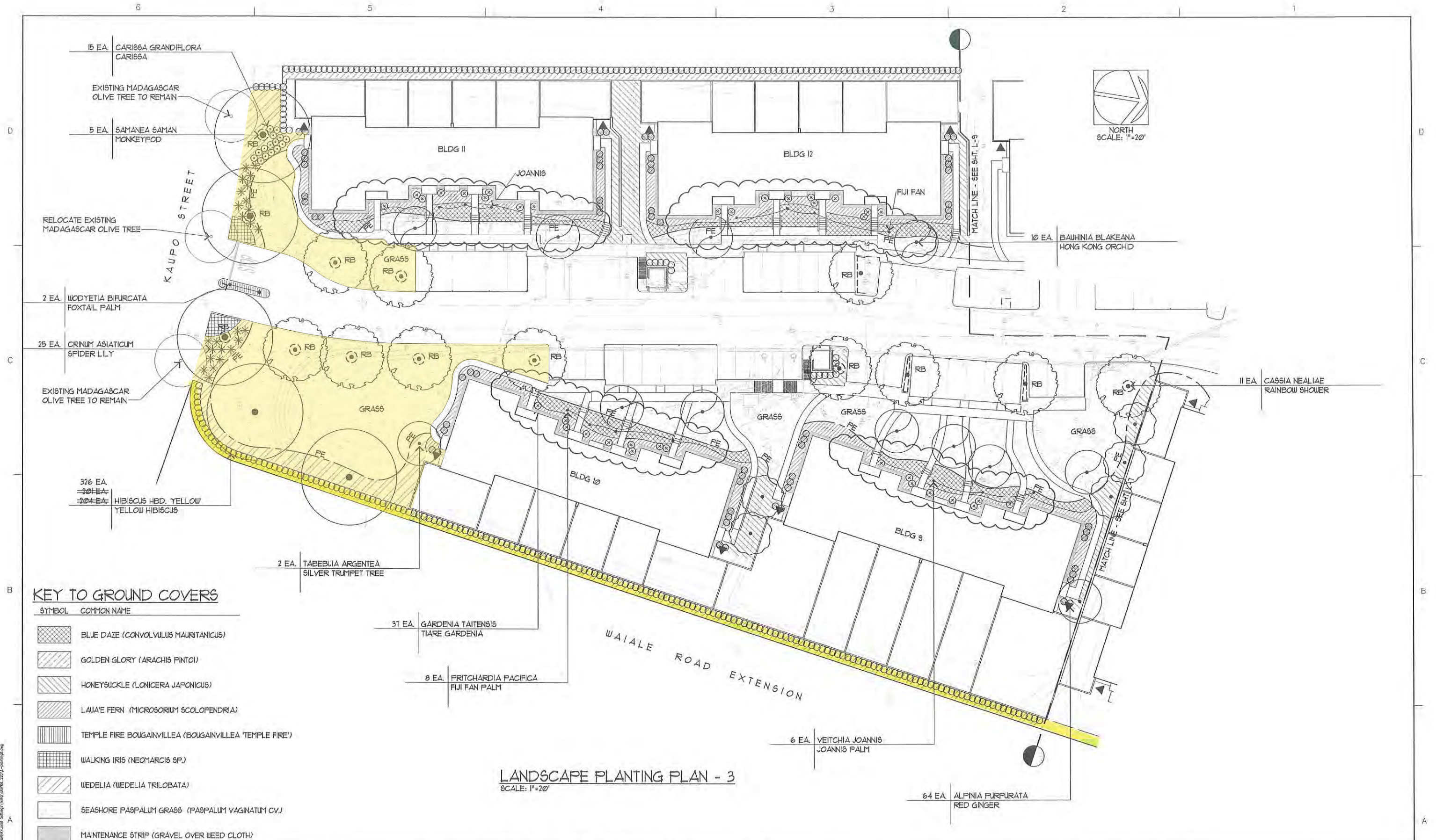
5

4

3

2

1



**KEY TO GROUND COVERS**

SYMBOL	COMMON NAME
[Cross-hatch pattern]	BLUE DAZE (CONVOLVULUS MAURITANICUS)
[Diagonal lines /]	GOLDEN GLORY (ARACHIS PINTOI)
[Diagonal lines \]	HONEYSUCKLE (LONICERA JAPONICUS)
[Vertical lines]	LAUAE FERN (MICROSORIUM SCOLOPENDRIA)
[Horizontal lines]	TEMPLE FIRE BOUGAINVILLEA (BOUGAINVILLEA 'TEMPLE FIRE')
[Grid pattern]	WALKING IRIS (NEOMARCIS SP.)
[Diagonal lines /]	WEDELIA (WEDELIA TRILOBATA)
[White box]	SEASHORE PASPALUM GRASS (PASPALUM VAGINATUM CV.)
[Grey box]	MAINTENANCE STRIP (GRAVEL OVER WEED CLOTH)

**LANDSCAPE PLANTING PLAN - 3**  
SCALE: 1"=20'

PROJECT NAME: C:\Documents and Settings\Stanford Carr\My Documents\Projects\2004\2004-01-20\2004-01-20-planting.dwg  
 LAST UPDATE: May 18, 2005 @ 09:45:31 am  
 PLOT DATE: January 10, 2005 @ 10:23:22 am

NUMBER	DATE	MADE BY	CHECKED	REVISIONS	DESCRIPTIONS



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SUITE 500, PALAHI TOWER • 1001 BISHOP ST., HONOLULU, HAWAII 96813

*Michael T. Miyahara*  
REG. PROF. ENGR. 10/22/2004  
DATE

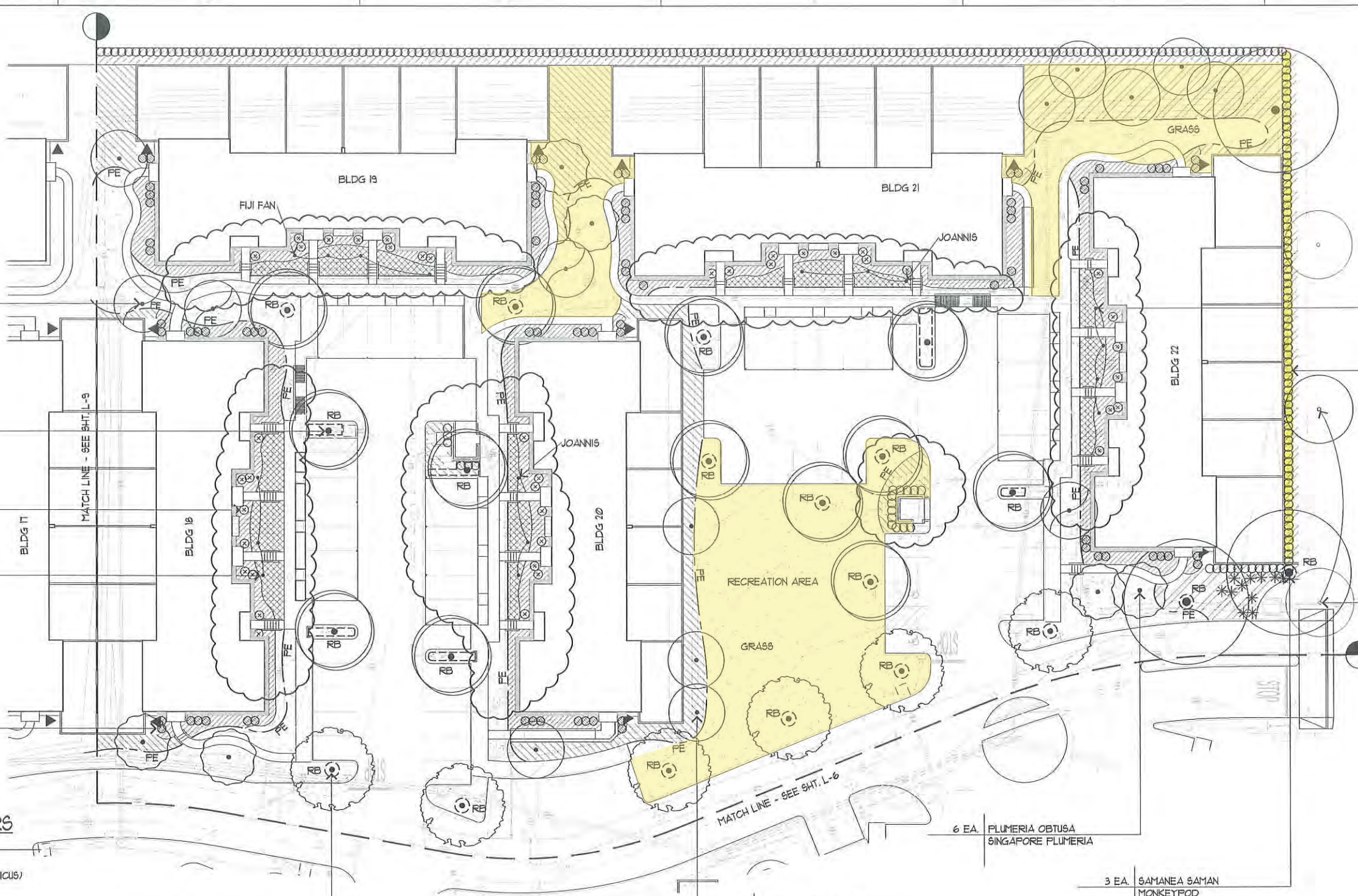
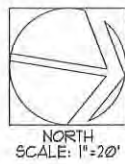
REG. PROF. ENGR. \_\_\_\_\_ DATE \_\_\_\_\_

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PROJ. CHECK	

STANFORD CARR DEVELOPMENT, LLC  
—  
MAUI, HAWAII

**LANDSCAPE PLANTING PLAN - 3**

JOB	0361032162 0001 00009
FILE NO.	
CADD FILE	L-planting8.dwg
SHEET	L-8



- 4 EA. BAUHINIA BLAKEANA  
HONG KONG ORCHID
- 13 EA. CORDIA SUBCORDATA  
KOU
- 42 EA. GARDENIA TAITENSIS  
TIARE GARDENIA
- 9 EA. VEITCHIA JOANNIS  
JOANNIS PALM
- 15 EA. ALPINIA PURPURATA  
RED GINGER

- 8 EA. FRITCHARDIA PACIFICA  
FIJI FAN PALM
- 212 EA. HIBISCUS HBD. 'YELLOW'  
YELLOW HIBISCUS
- RELOCATE EXISTING  
RAINBOW SHOWER TREE

**KEY TO GROUND COVERS**

- | SYMBOL | COMMON NAME                                      |
|--------|--|
|        | BLUE DAZE (CONVOLVULUS MAURITANICUS)             |
|        | GOLDEN GLORY (ARACHIS PINTO)                     |
|        | HONEYSUCKLE (LONICERA JAPONICUS)                 |
|        | LAU'A'E FERN (MICROSORIUM SCOLOPENDRIA)          |
|        | WALKING IRIS (NEOMARCIS SP.)                     |
|        | WEDELIA (WEDELIA TRILOBATA)                      |
|        | SEASHORE PASPALUM GRASS (PASPALUM VAGINATUM CV.) |
|        | MAINTENANCE STRIP (GRAVEL OVER WEED CLOTH)       |

6 EA. CASSIA NEALIAE  
RAINBOW SHOWER

10 EA. TABEBUIA ARGENTEA  
SILVER TRUMPET TREE

6 EA. PLUMERIA OBUSA  
SINGAPORE PLUMERIA

3 EA. SAMANEA SAMAN  
MONKEYPOD

**LANDSCAPE PLANTING PLAN - 5**  
SCALE: 1"=20'

P:\PLANTING\04\05\06\07\08\09\10\11\12\13\14\15\16\17\18\19\20\21\22\23\24\25\26\27\28\29\30\31\32\33\34\35\36\37\38\39\40\41\42\43\44\45\46\47\48\49\50\51\52\53\54\55\56\57\58\59\60\61\62\63\64\65\66\67\68\69\70\71\72\73\74\75\76\77\78\79\80\81\82\83\84\85\86\87\88\89\90\91\92\93\94\95\96\97\98\99\100\101\102\103\104\105\106\107\108\109\110\111\112\113\114\115\116\117\118\119\120\121\122\123\124\125\126\127\128\129\130\131\132\133\134\135\136\137\138\139\140\141\142\143\144\145\146\147\148\149\150\151\152\153\154\155\156\157\158\159\160\161\162\163\164\165\166\167\168\169\170\171\172\173\174\175\176\177\178\179\180\181\182\183\184\185\186\187\188\189\190\191\192\193\194\195\196\197\198\199\200\201\202\203\204\205\206\207\208\209\210\211\212\213\214\215\216\217\218\219\220\221\222\223\224\225\226\227\228\229\230\231\232\233\234\235\236\237\238\239\240\241\242\243\244\245\246\247\248\249\250\251\252\253\254\255\256\257\258\259\260\261\262\263\264\265\266\267\268\269\270\271\272\273\274\275\276\277\278\279\280\281\282\283\284\285\286\287\288\289\290\291\292\293\294\295\296\297\298\299\300\301\302\303\304\305\306\307\308\309\310\311\312\313\314\315\316\317\318\319\320\321\322\323\324\325\326\327\328\329\330\331\332\333\334\335\336\337\338\339\340\341\342\343\344\345\346\347\348\349\350\351\352\353\354\355\356\357\358\359\360\361\362\363\364\365\366\367\368\369\370\371\372\373\374\375\376\377\378\379\380\381\382\383\384\385\386\387\388\389\390\391\392\393\394\395\396\397\398\399\400\401\402\403\404\405\406\407\408\409\410\411\412\413\414\415\416\417\418\419\420\421\422\423\424\425\426\427\428\429\430\431\432\433\434\435\436\437\438\439\440\441\442\443\444\445\446\447\448\449\450\451\452\453\454\455\456\457\458\459\460\461\462\463\464\465\466\467\468\469\470\471\472\473\474\475\476\477\478\479\480\481\482\483\484\485\486\487\488\489\490\491\492\493\494\495\496\497\498\499\500\501\502\503\504\505\506\507\508\509\510\511\512\513\514\515\516\517\518\519\520\521\522\523\524\525\526\527\528\529\530\531\532\533\534\535\536\537\538\539\540\541\542\543\544\545\546\547\548\549\550\551\552\553\554\555\556\557\558\559\560\561\562\563\564\565\566\567\568\569\570\571\572\573\574\575\576\577\578\579\580\581\582\583\584\585\586\587\588\589\590\591\592\593\594\595\596\597\598\599\600\601\602\603\604\605\606\607\608\609\610\611\612\613\614\615\616\617\618\619\620\621\622\623\624\625\626\627\628\629\630\631\632\633\634\635\636\637\638\639\640\641\642\643\644\645\646\647\648\649\650\651\652\653\654\655\656\657\658\659\660\661\662\663\664\665\666\667\668\669\670\671\672\673\674\675\676\677\678\679\680\681\682\683\684\685\686\687\688\689\690\691\692\693\694\695\696\697\698\699\700\701\702\703\704\705\706\707\708\709\710\711\712\713\714\715\716\717\718\719\720\721\722\723\724\725\726\727\728\729\730\731\732\733\734\735\736\737\738\739\740\741\742\743\744\745\746\747\748\749\750\751\752\753\754\755\756\757\758\759\760\761\762\763\764\765\766\767\768\769\770\771\772\773\774\775\776\777\778\779\780\781\782\783\784\785\786\787\788\789\790\791\792\793\794\795\796\797\798\799\800\801\802\803\804\805\806\807\808\809\810\811\812\813\814\815\816\817\818\819\820\821\822\823\824\825\826\827\828\829\830\831\832\833\834\835\836\837\838\839\840\841\842\843\844\845\846\847\848\849\850\851\852\853\854\855\856\857\858\859\860\861\862\863\864\865\866\867\868\869\870\871\872\873\874\875\876\877\878\879\880\881\882\883\884\885\886\887\888\889\890\891\892\893\894\895\896\897\898\899\900\901\902\903\904\905\906\907\908\909\910\911\912\913\914\915\916\917\918\919\920\921\922\923\924\925\926\927\928\929\930\931\932\933\934\935\936\937\938\939\940\941\942\943\944\945\946\947\948\949\950\951\952\953\954\955\956\957\958\959\960\961\962\963\964\965\966\967\968\969\970\971\972\973\974\975\976\977\978\979\980\981\982\983\984\985\986\987\988\989\990\991\992\993\994\995\996\997\998\999\1000

NUMBER	DATE	MADE BY	CHECKED	DESCRIPTIONS



**M&E Pacific, Inc.**  
AN AECOM COMPANY  
SUITE 500, PALAHI TOWER • 1001 BISHOP ST., HONOLULU, HAWAII 96813

*Michael T. Miyahara*  
REG. PROF. ENGR.      10/22/2004  
DATE

REG. PROF. ENGR.      DATE

DRAWN BY	SCALE:
DEPT. CHECK	
PROJ. CHECK	

UNLESS OTHERWISE NOTED OR CHANGED BY REPRODUCTION

STANFORD CARR DEVELOPMENT, LLC  
MAUI, HAWAII

**LANDSCAPE PLANTING PLAN - 5**

JOB	0361032162 0001 00009
FILE NO.	
CADD FILE	L-planting10.dwg
SHEET	L-10



EXPIRES: APRIL 30, 2012

SIGNATURE

This work was prepared by me or under my supervision and construction of this project will be under my observation.

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PROJECT:

**Kahalani Village Center Condominium Map**

REVISIONS:

- 1 REVISED UNIT 6 TO ADD UNIT 13 AND REMOVED EXISTING EASEMENT E DATE: 03/11/2019

SHEET TITLE:

SITE PLAN

DATE: SEPTEMBER 16, 2011

SHEET NUMBER

**CPR-2**

2 OF 14 SHEETS

ADG Job No.:



**NOTE:**  
 THE CONDOMINIUM MAP FOR THIS CONDOMINIUM PROJECT, WHICH INCLUDES THIS SHEET, IS INTENDED ONLY TO SHOW THE LAYOUT, LOCATION, UNIT NUMBERS, ELEVATIONS AND GROUND LEVEL SURFACE DIMENSIONS OF THE UNITS, AND TO STATE THE NAME OF THE CONDOMINIUM, AS REQUIRED BY SECTION 514B-33, HAWAII REVISED STATUTES, AS AMENDED, AND IS NOT INTENDED AND SHALL NOT BE DEEMED TO CONTAIN ANY REPRESENTATION OR WARRANTY WHATSOEVER.

TRUE NORTH  
 SCALE: 1 INCH = 50 FEET

# **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 8<sup>th</sup> 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 DBA 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)*

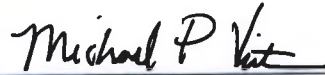
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date first written above.

**RCFC Kehalani, LLC,  
a Delaware limited liability company**



By: \_\_\_\_\_  
Its: Aaron Giovan  
Authorized Signatory

**County of Maui**



\_\_\_\_\_  
MICHAEL P. VICTORINO  
Its Mayor

**APPROVAL RECOMMENDED:**



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

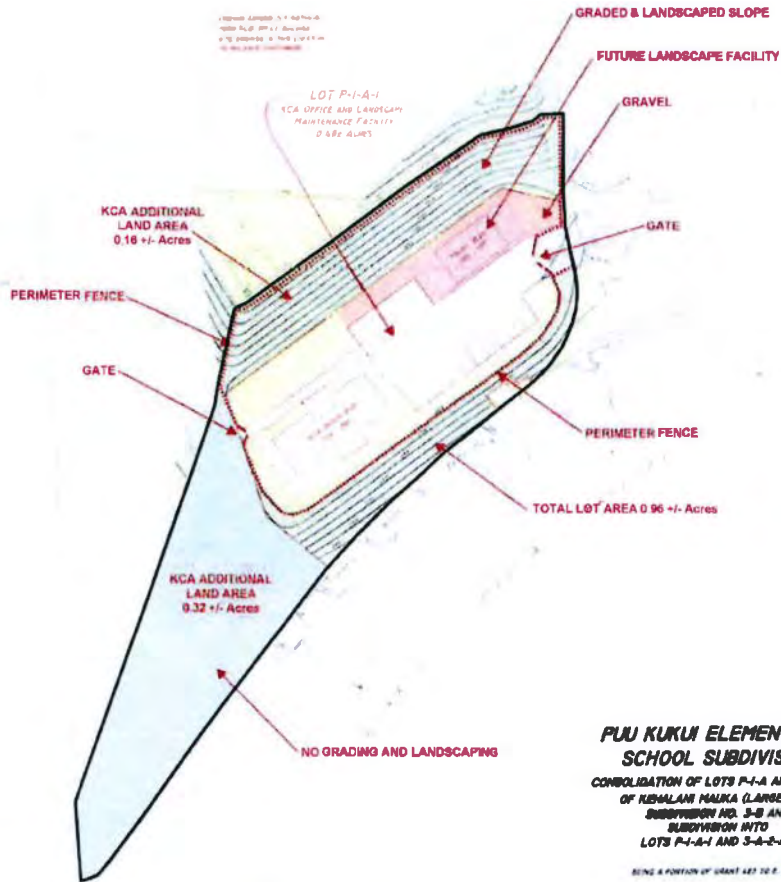
**APPROVED AS TO FORM  
AND LEGALITY:**



\_\_\_\_\_  
MIMI DESJARDINS  
Deputy Corporation Counsel  
County of Maui

**EXHIBIT "A"**

**LOT 3-A-2-A-1**  
**EXPANDED SCHOOL CAMPUS**  
**18.2566 Acres**



**PUU KUKUI ELEMENTARY  
 SCHOOL SUBDIVISION**  
 CONSOLIDATION OF LOTS P-1-A AND 3-A-2-A  
 OF KEHALANI PALKA (LARGE-LOT)  
 SUBDIVISION NO. 3-2  
 AND  
 SUBDIVISION INTO  
 LOTS P-1-A-1 AND 3-A-2-A-1.

BEING A PORTION OF GRANT 482 TO E. BAILEY  
 HALLGREN, PALKA, HARRIS

**TOTAL AREA = 18.745 ACRES**

SCALE 1" = 40' ±

APPROVED 3/2007

- LEGEND**
- Graded slope/landscaped surface
  - Future landscape facility
  - Level or gently sloped area
  - Slopes of 5% or less
  - PERIMETER FENCE
  - PROPOSED PROPERTY LINE

**KEHALANI COMMUNITY CENTER**

KEHALANI MAUKA PARKWAY  
WAILUKU, HI 96793

OWNER:  
RCFC KEHALANI LLC  
ATTN: DOWLING COMPANY, LLC  
2005 MAIN ST.  
WAILUKU, HI 96793

**ZONING DATA**

TAX MAP KEY: (2) 3-5-001 : 102  
LOT P-1-A KEHALANI MAUKA SUBDIVISION

LOT SIZE: 4.647 ACRES  
ZONING:  
STATE: URBAN  
MAUI ISLAND PLAN: URBAN (OUTSIDE PROTECTED AREA)  
COMMUNITY PLAN: PROJECT DISTRICT  
COUNTY ZONING: PD-WRV3VM - PROJECT DISTRICT 3

OCCUPANCY: ASSEMBLY/OFFICE  
TYPE OF CONSTRUCTION: V-B  
SPECIAL MANAGEMENT AREA: NO  
FLOOD ZONE: X

**BUILDING SETBACKS:**

	ACTUAL:	ALLOWABLE:
FRONT (SOUTH)	X'-X"	X'-X"
REAR (NORTH)	X'-X"	X'-X"
SIDE (WEST)	X'-X"	X'-X"
SIDE (EAST)	X'-X"	X'-X"

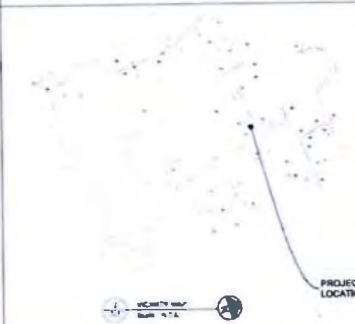
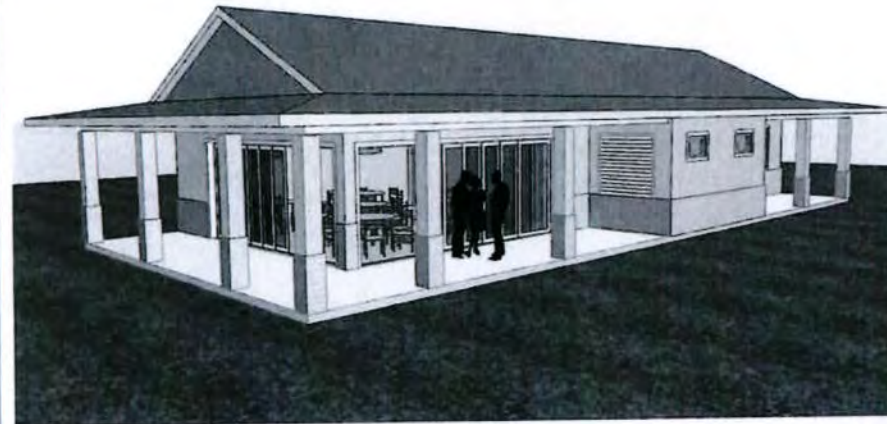
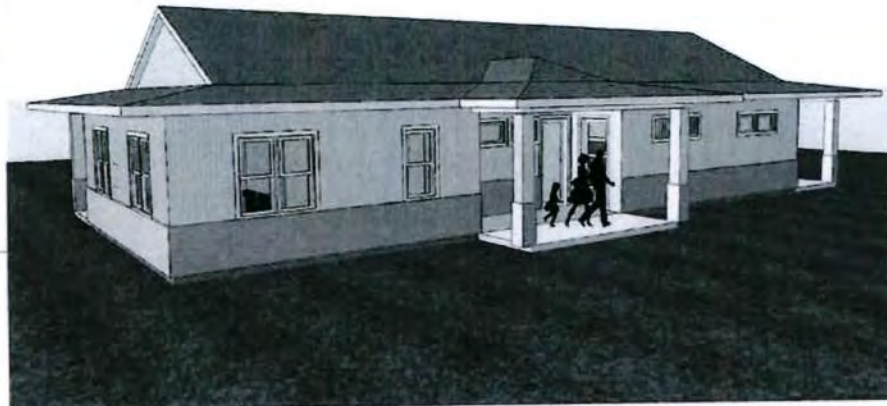
MAX ALLOWABLE HEIGHT: 30'-0" (MAUI COUNTY)  
MAX BUILDING HEIGHT: 18'-6"

NEAREST BUILDING: TBD

PARKING: 4 CARS IN PARKING LOT

**SHEET INDEX**

ID	Name
T-1	TITLE SHEET
A-1	SITE PLAN
A-2	FLOOR PLAN
A-3	SECTIONS
A-4	ELEVATIONS



**PROJECT SUMMARY**

THE OWNER WOULD LIKE TO BUILD A NEW KEHALANI COMMUNITY ASSOCIATION OFFICE AND ASSEMBLY ROOM. THE NEW BUILDING WILL HAVE A PRE-ENGINEERED TRUSS ROOF, STUD WALLS AND CONCRETE SLAB FLOORS & FOUNDATIONS.

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

**AREA SUMMARY**

KEHALANI COMMUNITY ASSOCIATION OFFICE AND ASSEMBLY ROOM:

734 sf	INTERIOR (OFFICE)
190 sf	COVERED LANAI (ENTRY)
172 sf	COVERED LANAI (OFFICE)
878 sf	INTERIOR (ASSEMBLY)
468 sf	COVERED LANAI (ASSEMBLY)
2,442 sf	TOTAL AREA



PO BOX 700616  
PAIA, HI 96779  
(808) 344-4799  
PAUL@AREUS  
ARCHITECTURE.COM

KEHALANI COMMUNITY ASSOCIATION OFFICE & ASSEMBLY ROOM

KEHALANI MAUKA PARKWAY  
WAILUKU, HI 96793

TMK:  
(2) 3-5-001:102

OWNER:  
RCFC KEHALANI LLC  
ATTN: DOWLING COMPANY, LLC

2005 MAIN ST.  
WAILUKU, HI 96793

DATE	BY	DESCRIPTION

PROJECT NO.	HA-PV
DATE	6/1/21
DRAWN BY	PA
COPYRIGHT	2021

SHEET TITLE

TITLE SHEET

T-1  
SHEET 1 OF 8

EXHIBIT "B"

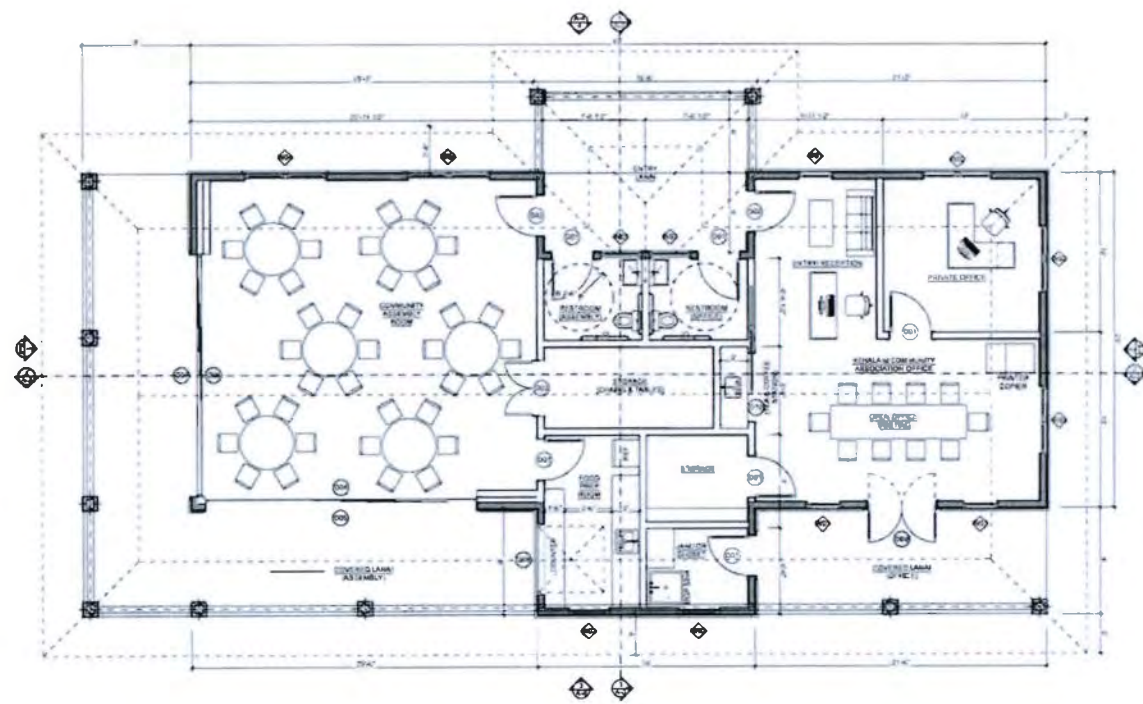
DOOR SCHEDULE								
ID	QUANTITY	W	HT	MATL	TYPE	GLZ	FRM	NOTES
D01	2	3	8	WOOD	SWING	SD	UPPER	
D02	2	3	8	WOOD	SWING	YES	UPPER	
D03	1	4	8	WOOD	DOUBLE	NO	UPPER	
D04	1	30	8	MULTI-TRACK	---	---	---	
D05	1	30	8	OPENING	---	---	---	
D06	1	10	8	MULTI-TRACK	---	---	UPPER	
D07	1	10	8	OPENING	---	---	---	
D08	1	3	2	METAL	OVERHEAD	NO	UPPER	VERTICAL OVERHEAD DOOR
D09	1	5	8	WOOD	DOUBLE	YES	UPPER	W SCREEN DOORS
D10	1	5	8	WOOD	POCKET	SD	UPPER	HEAVY DUTY

2 Door Schedule

WINDOW SCHEDULE					
ID	QUANTITY	SIZE	MATL	TYPE	NOTES
		WIDTH HEIGHT			
W01	1	8'6" 8'	UPPL	FIXING	
W02	2	8'6" 8'	UPPL	FIXING	
W03	2	8'6" 8'	UPPL	FIXING	
W04	2	8'6" 8'	UPPL	FIXING	

3 Window Schedule

TABLE D08 & MARKING FOR MISCELLANEOUS PER OCCUPANCY REQUIREMENTS  
 USE ASSEMBLY SPECIFIED TRACK (TABLES A-2 C-1003) (3 SUPPORTS, NET 600 LB ASSEMBLY AREA 44 PEOPLE/HR)



1 FLOOR PLAN  
SCALE: 1/8" = 1'-0"



PO BOX 790616  
 PALM, HI 96779  
 (808) 344-4799  
 PAUL@AREUS  
 ARCHITECTURE.COM

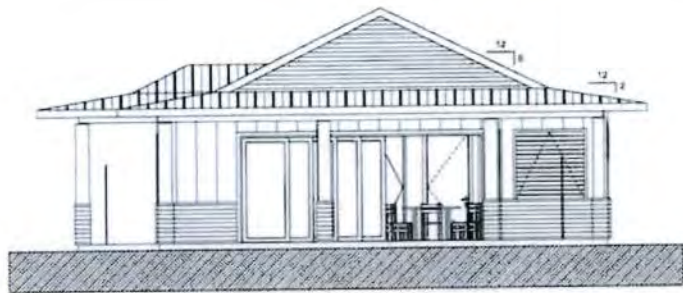
KEHALANI  
 COMMUNITY  
 ASSOCIATION  
 OFFICE &  
 ASSEMBLY ROOM  
 KEHALANI MALIKA  
 PARKWAY  
 WALLUKU, HI 96793  
 TMK:  
 (2) 3-5-001:102  
 OWNER:  
 RCFC KEHALANI LLC  
 ATTN: DOWLING  
 COMPANY, LLC  
 2005 MAIN ST.  
 WALLUKU, HI 96793

DATE	DESCRIPTION

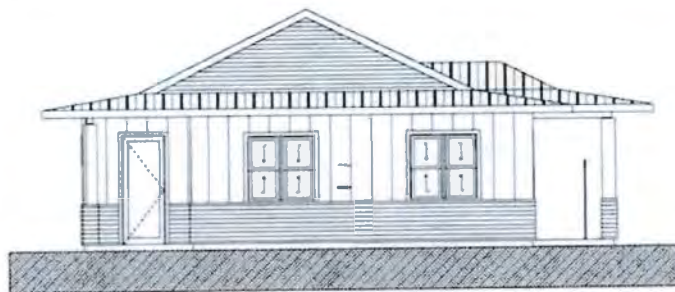
SHEET TITLE  
**FLOOR PLAN**

**A-2**  
 SHEET 3 OF 6

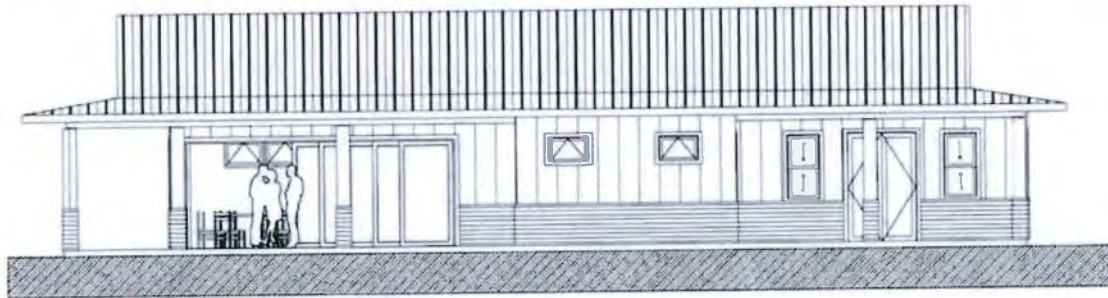
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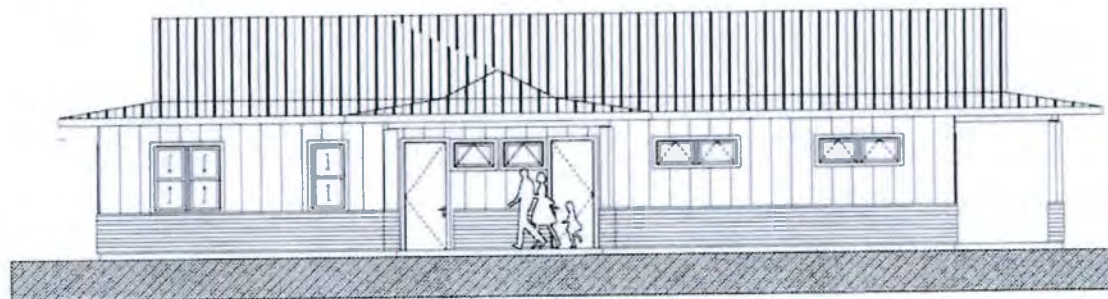
1 EAST ELEVATION



2 WEST ELEVATION



3 NORTH ELEVATION



4 SOUTH ELEVATION



ARCHITECTURE

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KEHALANI  
COMMUNITY  
ASSOCIATION  
OFFICE &  
ASSEMBLY ROOM

KEHALANI MAUKA  
PARKWAY  
WAILUKU, HI 96783

TMK:  
(2) 3-5-001:102

OWNER:  
RCFC KEHALANI LLC  
ATTN: DOWLING  
COMPANY, LLC

2005 MAIN ST.  
WAILUKU, HI 96783

DATE	BY	REVISION

PROJECT NO.	HAJPV
DATE	8/1/21
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SHEET TITLE  
**ELEVATIONS**

**A-4**

SHEETS OF 6

J:\architect\projects\2021\0811\Kehalani Community Center\Drawings\Sheet Elevation\Community Center 21 0811a.dwg