



July 1, 2024

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

Dear Mr. Orodener:

2024 Annual Report  
Docket No. A06-771  
Ho‘opili

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

The subject of this annual report is the petition area currently identified as the “Ho‘opili” project and is comprised of 1,525.516 acres located at Ewa, Island of Oahu, original Tax Map Key Nos. (1) 9-1-017:004 (por.), 059 and 072; (1) 9-1-018:001 and 004 as described in and as depicted on Exhibit “A” attached to the D&O defined below (hereinafter referred to collectively as the “Property”). These original Tax Map Key Nos. have changed since the issuance of the D&O due to various subdivisions and other related actions. The Honolulu City Council unanimously approved the bill to rezone the Property on May 6, 2015, which was signed into law by Mayor Kirk Caldwell on May 20, 2015.

#### LUC Reclassification (Docket No. A06-771)

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

#### Status of Compliance with Conditions

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

**1. Agriculture and Phasing of Development. Petitioner shall hold or cause the phasing of development of the petitioned lands in a manner that will allow farmers**

**unimpeded access to and use of agricultural lands not yet needed for development and continue the supply of sufficient irrigation water to meet crop production requirements. Petitioner shall inform the affected farmers that the phasing of development and the subsequent incremental termination of farming activities may be accelerated or decelerated, depending on market demand. Petitioner’s annual report shall include an updated development timetable with maps of the phasing plan as relevant to the incremental termination of farming activities, copies of any notification sent to farmers regarding the phasing of development, and information on acreage farmed and the names of farms.**

Petitioner/Owner (hereinafter “P/O”) prepared an updated phasing plan for the Property related to its subdivision plans, and provided it as an exhibit in the 2021 annual report. P/O continues to meet with all the Ho‘opili farming tenants on a regular basis and keeps them apprised of any and all future construction plans. Current farming tenants and acreage breakdown are as follows:

- (1) Aloun Farms, Inc. – 342.687 acres
- (2) Fresh Aloha Direct (via assignment from Aloun Farms, Inc.) – 2.998 acres
- (3) Larry Jefts – 12.668 acres
- (4) Ho Farms, LLC – 20.93 acres
- (5) FLF Farm LLC (via assignment from Fat Law’s Farm, Inc.) – 23.800 acres
- (6) SJ Farms, Inc. – 150.088 acres
- (7) Island Green Produce, Inc. – 50.04 acres

Please find attached to this annual report as Exhibit 1 copies of notifications sent to Aloun Farms, Inc. (“Aloun”) regarding phasing of development, specifically (i) "ALOUN - Phase 7A - 180 days withdrawal notice", emailed to Aloun on April 10, 2023; (ii) "ALOUN - Phase 17A - 180 days withdrawal notice", emailed to Aloun on July 25, 2023; and (iii) "ALOUN - Phase 17B - 180 days withdrawal notice", emailed to Aloun on June 6, 2024.

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

**DOA approved map of the location of the Civic Farms; a copy of the paperwork establishing the management entity for the Civic Farms; and a copy of the draft edible landscaping package for the Steward Farms (home gardens).**

**a. Civic Farms. Petitioner will ensure that 159 acres of Civic Farms will meet the DOA’s standard that it “can be practicably used for an economically successful commercial farming operation.” If it is determined that certain areas identified are not feasible, the Petitioner shall locate other lands to replace those lands determined to not meet the DOA’s criteria set forth above and ensure that no less than 159 acres are set aside for Civic Farms.**

As reported in the first (2013) annual report, P/O has satisfied Condition 2.a. and will continue to comply with the remaining conditions set forth in Condition 2.

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

As reported in the 2017 annual report, P/O initiated the Steward Farms program, now called the Ho‘opili Urban Gardens (“HUG”) program featuring edible landscaping throughout single-family lots. Each single-family lot has a designed landscape plan that includes a variety of fruit trees, fruiting shrubs, vegetables and herbs. The HUG program continues to expand with the addition of ‘Ikena Phase 2, Kanalani, and Nānaina at Ho‘opili in 2023-24. The HUG Program’s current acreage is approximately sixty-five (65) acres of installed edible gardens as of the date of this report. P/O hereby corrects that Mamaka (Parcels 100 and 104) is not a part of the HUG program as previously reported in the 2022 annual report.

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

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

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

**b. Petitioner shall notify all prospective developers or purchasers of land or interest in the Petition Area, and provide or require subsequent notice to lessees or tenants**

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

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

Please find attached to this annual report as Exhibit 2 samples of disclosures/notices in connection with the above.

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

As reported in the 2017 annual report, P/O entered into an Affordable Housing Plan Agreement with the City and County of Honolulu dated May 9, 2016 and continues to provide affordable housing opportunities in accordance with this plan, a copy of which was attached as Exhibit 2 to the 2020 annual report. P/O regularly provides reports to the Department of Planning & Permitting to ensure compliance with the Agreement. A copy of the latest report to DPP is attached as Exhibit 3 to this report. Also included in this report is a copy of the updated Ho opili Affordable Housing Plan Implementation Schedule, which was accepted by DPP on December 29, 2023, attached as Exhibit 4 to this report.

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

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

**6. Water Resources. Petitioner shall provide potable and non-potable water source, storage, and transmission facilities and improvements to accommodate development of the Petition Area, to the satisfaction of the City Board of Water Supply (“BWS”) and other appropriate State and County agencies. The Project shall use non-potable water for**

**irrigation of the Project's greenbelts, parks and roadway medians if a suitable supply is available.**

As reported in the 2016 annual report, the Ho'opili Water Master Plan for off-site and on-site improvements were approved by the BWS, dated October 1, 2015 and August 19, 2015, respectively. The contract for the construction on the potable water system for the BWS 440-ft system was awarded to Nan, Inc. in late 2017 and construction is complete. Turnover of the offsite potable water system was originally anticipated to occur by August 2022. As reported in the 2023 annual report, BWS was performing additional testing to confirm performance and communication with existing infrastructure. This testing remains ongoing for full turnover of the system to BWS, which, along with a revised easement map, is anticipated to be completed by the end of 2024.

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

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

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

P/O has satisfied this condition.

**9. Notification of Potential Nuisances.**

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

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

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

Please find attached to this annual report as Exhibit 2 samples of disclosures/notices in connection with the above.

**10. Transportation.**

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

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

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

P/O will comply with this condition.

As reported in and attached as an exhibit to the 2022 annual report, P/O executed a Memorandum of Understanding (MOU) with the City's Department of Design and Construction and Department of Planning and Permitting. As reported in the 2022 annual report, P/O continues to fund the design of the improvements for the widening of Farrington Highway between Kapolei Golf Course Road to Old Fort Weaver Road ("Farrington Widening Project") in coordination with appropriate City and State agencies in accordance with the MOU to satisfy Condition 10.a.ii. P/O continues to work with the City's Department of Design and Construction and Department of Planning and Permitting to modify the MOU as appropriate and is working with the State of Hawaii Department

of Transportation on an agreement to address P/O's contribution of land for the Farrington Widening Project to satisfy Condition 10.a.iii.

As reported in the 2022 annual report and to satisfy Conditions 10.a.v and 10.a.vi, P/O is in the process of contributing via fee conveyance, grant of easement or license, as applicable, land for the permanent park and ride at UH West Oahu/Keone'ae Station. P/O completed contributing land for the **Ho'opili/Honouliuli Station, the guideway through Ho'opili, and temporary park and ride at Ho'opili/Honouliuli Station** pursuant to the following instruments, copies of which are attached to this annual report as Exhibit 5: 1) Temporary Park-and-Ride License (Honolulu Authority for Rapid Transportation and City and County of Honolulu Department of Transportation Services) executed May 31, 2023; 2) Agreement and Covenant Regarding License and Construction Obligations for Honouliuli Station and the Temporary Park and Ride (Underground 12kV Electrical Lines) recorded in the Bureau of Conveyances of the State of Hawaii ("Bureau") on June 20, 2023; 3) Grant of Easements for Guideway Purposes with Covenants and Restrictions recorded in the Bureau on March 28, 2024 as Document No. A-88530278; and 4) Grant of Station Easement recorded in the Bureau on May 21, 2024 as Document No. 89070465.

As reported in the 2020 annual report, P/O executed a Memorandum of Agreement (MOA) dated March 3, 2020 with State of Hawaii Department of Transportation (HDOT) regarding all aspects of the agreed-upon improvements required to mitigate Project generated and/or related transportation impacts to State transportation facilities. As part of this MOA, P/O and HDOT have come to an agreement to satisfy Conditions 10.a.vii. and 10.a.vii

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

P/O has satisfied this condition.

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

**within the updated TIAR. Based on the foregoing, all changes to the updated TIAR shall be provided to the DOT, the DPP, and the DTS for review and acceptance.**

P/O will comply with this condition. P/O is currently in the process of updating the TIAR.

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

P/O will comply with this condition.

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

P/O has satisfied this condition. P/O executed a Memorandum of Agreement dated March 3, 2020 with the State Department of Transportation in satisfaction of this condition, a copy of which was attached to the 2020 annual report.

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

P/O will continue to comply with this condition.

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

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

P/O complied with this condition.



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

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

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

P/O has satisfied this condition.

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

P/O will comply with this condition.

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

P/O has complied with this condition. No established access rights pursuant to Article XI, Section 7 of the Hawaii State Constitution have been identified within the Petition Area.

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

As reported in the 2018 annual report, P/O, in consultation with SCD, has located three (3) sites for solar-powered civil defense sirens within the Ho‘opili project. The locations have been mapped, reviewed by the SCD and field confirmed by the SCD. The first civil defense siren was installed and placed into service on September 1, 2017. The second civil defense siren was installed and placed into service on September 30, 2021. The third civil defense siren will be installed in a later phase of development.

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

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

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

P/O will comply with this condition.

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

As reported in the 2017 annual report, P/O began construction on infrastructure improvements in December 2015. It is valid to note this was the earliest date construction was possible, as it was following the receipt of rezoning approval from the City and County of Honolulu in May 2015 and immediately after the December 2015 decision by the Hawaii Supreme Court confirmed the

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

Over that eight-and-one-half years: (a) all offsite backbone sewer infrastructure work has been completed; (b) the offsite backbone water infrastructure (including the H-1 crossing) has been completed (delays due to coordination with BWS); and (c) major sections of the onsite backbone roadway infrastructure are complete and support adjacent developments. Currently, approximately one mile of the North-South Spine Road, over half a mile of the Campus Drive including its connection to Kualakai Parkway, and a total of 11.6 miles of backbone roadways and single-family, county-dedicable roadways in Development Phases 1-6, 9 (IMX), 10A, 11, 13, and 17A are nearing completion, have been constructed and are open to the public, or will be constructed and open to the public within a year, and carry significant portions of drainage, sewerage, water, electrical, cable, telephone and gas infrastructure that will broadcast throughout Ho'opili. In regard to any infrastructure improvement within its sole control and responsibility, P/O will continue to construct the infrastructure improvements toward compliance with this condition.

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

In regard to any infrastructure improvement within its sole control and responsibility, P/O will comply with this condition.

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

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

**21. Compliance with Representations to the Commission.** Petitioner shall develop the Petition Area in substantial compliance with the representations made to the Commission. Failure to so develop the Petition Area may result in reversion of the Petition Area to its former classification, or change to a more appropriate classification.

P/O will comply with this condition.

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

P/O will continue to comply with this condition.

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

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

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

P/O acknowledges the Commission's authority.

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

P/O has satisfied this condition.

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

P/O has satisfied this condition.

Mr. Daniel Orodener  
July 1, 2024  
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If you have any questions do not hesitate to contact me at 782-4109 or Esther Roberts at 208-4911.

Sincerely,

D.R. HORTON HAWAII LLC  
By Vertical Construction Corporation, Its Manager



Tracy Tonaki  
Division President

Enclosures:

- Exhibit 1: Agricultural Withdrawal Notices
- Exhibit 2: LUC Annual Report Condition Nos. 3 and 9
- Exhibit 3: Latest report showing compliance with the Affordable Housing Plan Agreement
- Exhibit 4: Latest update to the Ho'opili Affordable Housing Plan Implementation Schedule
- Exhibit 5: Temporary Park-and-Ride License Agreement and Covenant Regarding License and Construction Obligations for Honouliuli Station and the Temporary Park and Ride (Underground 12kV Electrical Lines), and Station and Guideway Grants of Easement

cc: Mary Alice Evans, Director, Office of Planning (w/ encl.)  
Dawn Takeuchi Apuna, Director, Department of Planning and Permitting (w/ encl.)

# EXHIBIT 1

**Michelle M Kido**

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**From:** Michelle M Kido  
**Sent:** Monday, April 10, 2023 9:45 AM  
**To:** asou@alounfarms.com; info@alounfarms.com  
**Cc:** mike@hiseasllc.com; Esther H Roberts; Stuart R Soong; Vanessa K Yanagawa; Jared T. Kim; Alan Gottlieb; Steve Do; Martin E Miller; Lorenzo M Saoit; John B Crocker  
**Subject:** ALOUN - Phase 7A - 180 days withdrawal notice

Aloha Alec and Mike,

Please accept this email as notice that D.R. Horton Hawaii LLC will be withdrawing a portion of land identified as Tax Map Key No. 910171930000 from your leased farmland, effective **October 7, 2023**.

All black crosshatching in the below image from our amended Ho'opili Agricultural Lease Areas Map will undergo grading in early October. Farrington Highway and the Rail are noted for reference. Some of this area (white/blue fill) was previously withdrawn.

Note that the crosshatching also includes constructing "Road 4" all the way up to Farrington Highway. Once grading/construction activity begins and after it is complete, "Road 4" cannot be used for any farming activities or used, crossed, or parked upon by any farming vehicles or equipment.

As we get closer to October, we'll discuss any staking your team may need to better see the area's borders.

An Area and Rental Agreement will be drafted to document this withdrawal, only withdrawing acreage that is currently in your lease as ag waste or as tillable farmland, and not counting acreage that was previously withdrawn.



Let us know if you have any questions.

Mahalo,

**Michelle M Kido**

**From:** Michelle M Kido  
**Sent:** Tuesday, July 25, 2023 8:06 AM  
**To:** asou@alounfarms.com; info@alounfarms.com  
**Cc:** mike@hiseasllc.com; Esther H Roberts; Stuart R Soong; Vanessa K Yanagawa; Jared T. Kim; Alan Gottlieb; Martin E Miller; Lorenzo M Saoit; John B Crocker  
**Subject:** ALOUN - Phase 17A - 180 days withdrawal notice  
**Importance:** High

Aloha Alec and Mike,

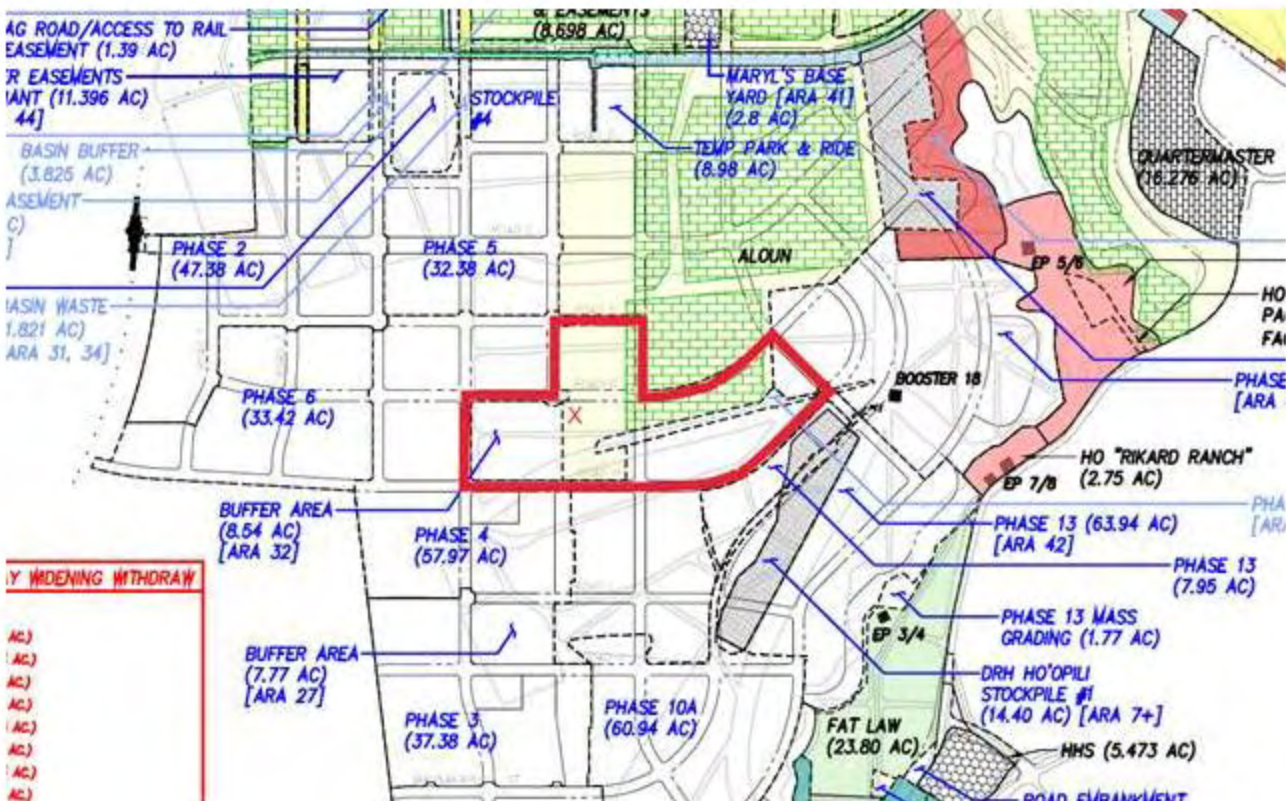
Please accept this email as notice that D.R. Horton Hawaii LLC will be withdrawing land identified as portions of Tax Map Key Nos. 910172130000 and 910172040000 from your leased farmland, effective in 180 calendar days, which will be **January 21, 2024**.

See red-outlined area in the below image from our amended Ho'opili Agricultural Lease Areas Map. Some of this area (white fill) was previously withdrawn. Your existing fields are represented in a green brick pattern.

We'll assist your team with staking the area's borders where the withdrawal affects your arable land.

An Area and Rental Agreement will be drafted to document this withdrawal, only withdrawing acreage that is currently in your lease as ag waste or as tillable farmland, and not counting acreage that was previously withdrawn.

Let us know if you have any questions.



## Michelle M Kido

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**From:** Michelle M Kido  
**Sent:** Thursday, June 6, 2024 9:55 AM  
**To:** asou@alounfarms.com; info@alounfarms.com  
**Cc:** mike@hiseasllc.com; Esther H Roberts; Stuart R Soong; Vanessa K Yanagawa; Jared T. Kim; Alan Gottlieb; Martin E Miller; Lorenzo M Saoit; Arthur Lowell Pelkaus  
**Subject:** ALOUN - Phase 17B - 180 days withdrawal notice

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

Aloha Alec and Mike,

Please accept this email as notice that D.R. Horton Hawaii LLC will be withdrawing land identified as a portion of Tax Map Key No. 910172130000 from your leased farmland, effective 180 calendar days from today, which will be **December 3, 2024**.

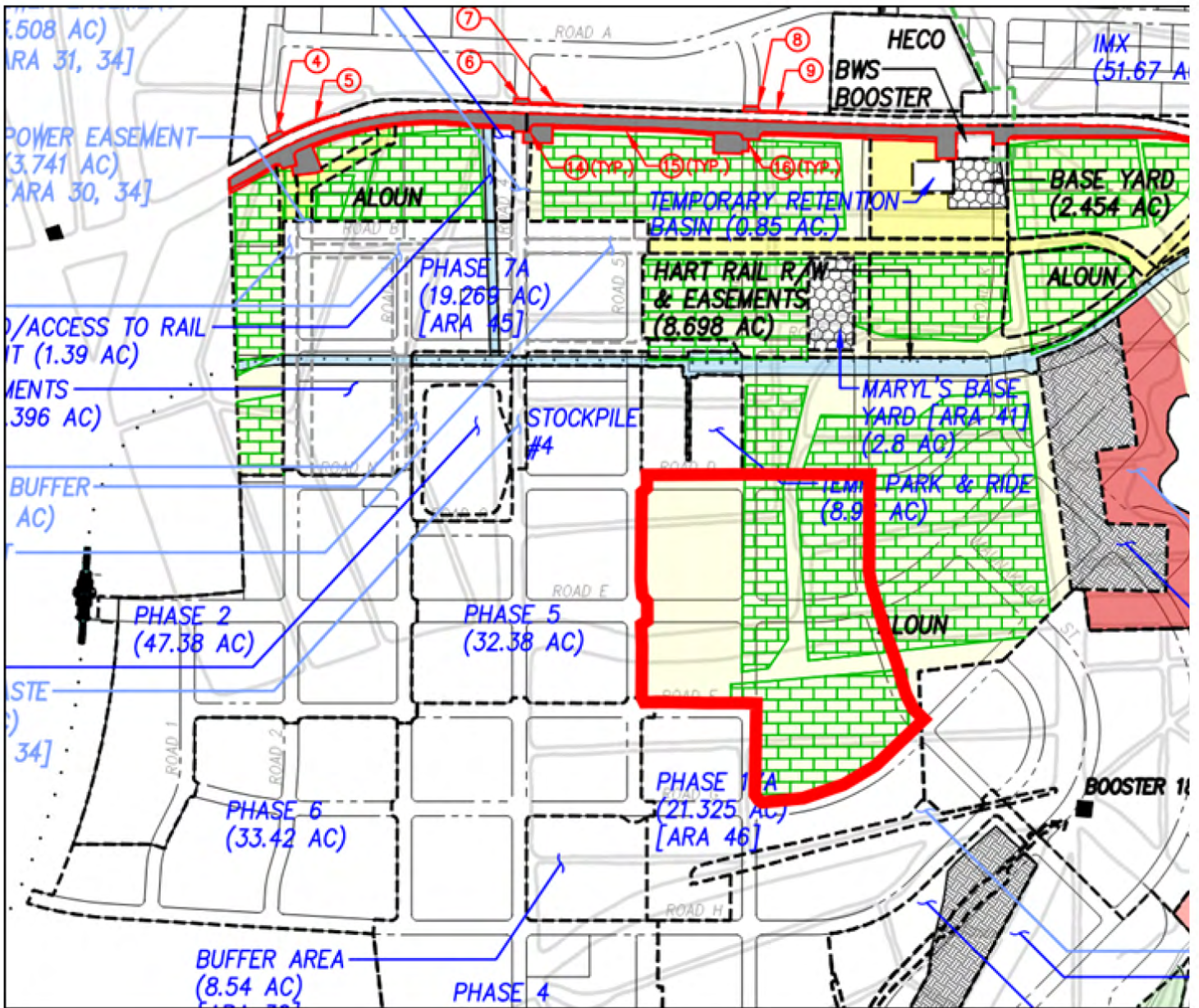
See red-outlined area in the below image from our Ho'opili Agricultural Lease Areas Map. This area is composed of both ag waste (yellow fill) and your existing fields (green brick pattern).

We'll assist your team with staking the area's borders where the withdrawal affects your arable land.

An Area and Rental Agreement will be drafted to document this withdrawal.

Let us know if you have any questions.





Mahalo,



**MICHELLE M. KIDO**  
Land Coordinator

**D.R. HORTON HAWAII**  
130 Merchant Street, Suite 112, Honolulu, Hawaii 96813  
m: 808.285.6837

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**EXHIBIT 2**  
**LUC Annual Report Condition Nos. 3 and 9**

**LUC Annual Report Condition No. 3**

**Sample Disclosure to buyers of homes in single family communities**

Surrounding Community Conditions and Uses. . . .

Commercial and community agricultural uses are planned in and integrated into Ho'opili. These uses will be supported by the Ho'opili Urban-Agriculture initiative. Lands within Ho'opili used for agricultural purposes will include, without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lots in Ho'opili, including lots within the Kanalani Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Homes in the Community may be subject to occasional dust from field operations, pollutants, smoke and debris from agricultural activities or feral lands in proximity to the Community, such as fires, odor, noise, and other agricultural cultivation. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

**Sample Disclosure to buyers of homes in condominium communities**

Surrounding Community Conditions and Uses. . . .

Commercial and community agricultural uses are planned in Ho'opili and will be supported by the Ho'opili Urban-Agriculture initiative, which will include without limitation, land for commercial farming operations, shared and home gardens, community farms and gardens, civic farms, and urban gardens. The urban gardens are intended to feature edible landscaping throughout certain lands in Ho'opili, including portions of the Common Elements within the Community. Commercial agricultural uses are protected under the Hawai'i Right to Farm Act, Hawaii Revised Statutes, Chapter 165. Buyer shall provide subsequent notice to Buyer's lessees, tenants or assignees of these aforementioned farming operations and practices on adjacent or contiguous land and the protections of such uses afforded under the Hawaii Right to Farm Act.

**Sample Disclosure to Third-Party Purchaser's/Developer's**

Note: Third-Party Purchasers/Developers are provided with copies of the (i) Findings of Fact, Conclusions of Law, and Decision and Order of the Land Use Commission of the State of Hawaii, filed June 21, 2012, in In the Matter of the Petition of D. R. Horton – Schuler Homes, LLC, Docket No. A06-771, and (ii) Declaration of Conditions Applicable to an Amendment of District Boundary from Agricultural to Urban filed with the Land Court as Document No. T-8267285, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-46150824, among other documents.

The Property is part of Seller's Ho'opili project (hereinafter "Ho'opili") comprised of approximately 1,531 acres in East Kapolei, Ewa District, Oahu, Hawaii (the "Ho'opili Project Lands"). Buyer acknowledges and agrees that the Ho'opili Project Lands, inclusive

of the Property, are subject to: (i) those certain Findings of Fact, Conclusions of Law, and Decision and Order of the Land Use Commission of the State of Hawaii, filed June 21, 2012, in In the Matter of the Petition of D. R. Horton – Schuler Homes, LLC, Docket No. A06-771, and (ii) that certain Declaration of Conditions Applicable to an Amendment of District Boundary from Agricultural to Urban filed with the Land Court as Document No. T-8267285, and recorded in the Bureau as Document No. A-46150824 (the "LUC Conditions"), each of which more particularly describe the Ho'opili Project Lands.

Within fifteen (15) days of the Agreement Date, Seller shall deliver to Buyer a list of all of the LUC Conditions and the conditions set forth in the UA that Seller reasonably believes will impact development of the Property. Seller shall propose a form of agreement allocating the costs and responsibilities of satisfying with and/or complying with the LUC Conditions and the conditions set forth in the UA (the "Use Conditions Allocation Agreement"). Buyer shall approve the form and content of the Use Conditions Allocation Agreement, and a memorandum thereof (the "Memorandum of Use Conditions Allocation Agreement"), in Buyer's sole and absolute discretion, during the Feasibility Period. The Memorandum of Use Conditions Allocation Agreement shall be recorded in the Recording Office at Closing.

Buyer, for itself and all Buyer Parties, acknowledges that in addition to being adjacent to and in the vicinity of Seller's Lands, the Property is located near or adjacent to properties owned by parties other than Seller (the "Adjacent Properties"), which are or may be used for various agricultural, development and other purposes. As such, the Property may periodically be affected by noise, dust, smoke, soot, ash, odor or other adverse conditions of any kind created by or resulting from such agricultural, development and other activities on the Adjacent Properties and on Seller's Land.

## **LUC Annual Report Condition No. 9**

### **Sample Disclosure to buyers of homes in single family communities**

Surrounding Community Conditions and Uses. . . .

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili and the construction of intersections within Ho'opili near or around the Community, including Kamailehope Street, Kulanihako'i Street, Maunakapu Street and Ala'apapa Street, may also impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community, one rail station west of the Ho'opili Community, portions of the guideway, and possibly park-and-ride and/or bus transfer facilities, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit

Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as aboveground and underground utility lines and electrical lines. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including but not limited to construction of roads/intersections and walls/fences, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) transporting of munitions to property owned by the U.S. Navy; or (d) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

### **Sample Disclosure to buyers of homes in condominium communities**

#### Surrounding Community Conditions and Uses. . . .

The Community may also be affected by traffic, aircraft noise, and adverse effects from the Kalaeloa Community Development District and an expansion of military uses and associated adverse impacts may occur within Kalaeloa and Pearl Harbor, which is east of the Community. The Community may be affected by airport noise overflight from the Honolulu International Airport and is near an active airstrip in Kalaeloa. Roads adjacent to the Community, which are not under Seller's control may be widened or modified. Significant widening and highway improvements are planned for Farrington Highway which is adjacent to Ho'opili, which may impact the Community as a result of noise, nuisances, annoyances, and other impacts associated with the construction, operation, and maintenance of such improvements. A central hub of the planned Honolulu rapid transit rail system including, but not limited to, a rail station within the Ho'opili Community northeast of the Community, one rail station west of the Ho'opili Community, portions of the guideway, and a planned park-and-ride and/or bus transfer facilities, including a temporary park-and-ride and/or bus transfer facility one block northeast of the Community, will be located in or adjacent to Ho'opili, and the operation of the rail system may result in noise and other impacts associated with the operation of trains and mass transit related uses. Parts of the Ho'opili Community will be subject to Transit Oriented Development regulations and neighborhood plans. An "Energy Corridor" is adjacent to Farrington Highway which may contain jet and other petroleum based fuel underground transport lines as well as above ground and underground utility lines and electrical lines. Near the Community is a planned Ho'opili Community Center facility. This Community Center facility is not part of the Community. The Community may be affected by surrounding operations effects created by or attributable to historical, existing, and prospective surrounding construction, including construction of intersections within Ho'opili near or around the Community, including Kulanihako'i Street, Ho'omohala Avenue and Kualaka'i Parkway, development, agricultural, pasture, commercial and other non-residential uses and activities, which include, but are not limited to: (a) cane milling, burning, harvesting, tending, as well as fertilization and pest and weed control; or (b) cattle and other livestock grazing and pets that may be objectionable to residents; or (c) transporting of munitions to property owned by the U.S. Navy; or (d) commute and off-hours (non-peak) traffic and parking. Areas surrounding and mauka of the Community may include 24-hour quarrying

operations, which operations may include noise from drilling, blasting, and vehicles carrying processed materials.

### **Sample Disclosure to Third-Party Purchaser's/Developer's**

Note: Third-Party Purchasers/Developers are provided with copies of the (i) Findings of Fact, Conclusions of Law, and Decision and Order of the Land Use Commission of the State of Hawaii, filed June 21, 2012, in In the Matter of the Petition of D. R. Horton – Schuler Homes, LLC, Docket No. A06-771, and (ii) Declaration of Conditions Applicable to an Amendment of District Boundary from Agricultural to Urban filed with the Land Court as Document No. T-8267285, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-46150824, among other documents.

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Buyer, for itself and all Buyer Parties, acknowledges that in addition to being adjacent to and in the vicinity of Seller's Lands, the Property is located near or adjacent to properties owned by parties other than Seller (the "Adjacent Properties"), which are or may be used for various agricultural, development and other purposes. As such, the Property may periodically be affected by noise, dust, smoke, soot, ash, odor or other adverse conditions of any kind created by or resulting from such agricultural, development and other activities on the Adjacent Properties and on Seller's Land.

## EXHIBIT 3



February 26, 2024

Ms. Dawn Takeuchi Apuna, Director  
Department of Planning and Permitting  
City and County of Honolulu  
650 South King Street, 7th Floor  
Honolulu, Hawaii 96813

Attention: Ms. Lin Wong

Re: Status Report concerning the Ho'opili Plan for Satisfying the Affordable Housing Conditions & Implementation Schedule (Revised December 1, 2023) ("Ho'opili Affordable Housing Implementation Plan") and Affordable Housing Plan Agreement dated May 9, 2016.

Dear Ms. Takeuchi Apuna:

Pursuant to the Ho'opili Affordable Housing Implementation Plan, I have attached for the Department of Planning and Permitting's ("DPP" or "Department") records spreadsheets reflecting the conveyance of designated affordable homes at the Ho'opili community conveyed to purchasers through December 31, 2023 together with the application of transferred affordable credits as approved by DPP ("Transferred Credits"). Copies of the deeds conveying the affordable homes have been previously provided to DPP.

All designated affordable units under the Ho'opili Affordable Housing Implementation Plan conveyed through December 31, 2023 were sold to qualified purchasers in accordance with the step-up marketing plan contemplated under each of the Ho'opili communities' affordable housing implementation and marketing plans. Transferred Credits include 427 affordable housing credits transferred to D.R. Horton Hawaii LLC by Honolulu LLC and Gentry Homes Ltd as approved by DPP in December 2020 and 69.30 ≤ 120% affordable housing credits from Pohakala at Mehana and applied to Molehu at Ho'opili, as shown in the Ho'opili Affordable Housing Plan Implementation Schedule for Initial Residential Communities through Phase 13 revised December 1, 2023 and approved by DPP on December 29, 2023, and noted below.

As of December 31, 2023, affordable housing and implementation plans for each community at Ho'opili scheduled below were submitted to and approved by DPP:

- Haloa at Ho'opili (Ho'opili Phase 1, Parcel 2) Affordable Home Implementation and Marketing Plan dated February 22, 2017, Revised July 17, 2017;
- 'Akoko at Ho'opili (Ho'opili Phase 1A, Parcel 7) Affordable Home Implementation and Marketing Plan dated October 25, 2017;
- Kulia at Ho'opili Affordable Housing Implementation and Marketing Plan dated March 28, 2018
- Kohina at Ho'opili (Ho'opili Phase 2, Parcels 20 & 25) Affordable Home Implementation and Marketing Plan dated April 8, 2019 (as modified per email communication on January 27, 2020 withdrawing buildings 5 and 13 from plan, as permitted therein);
- 'Ilima at Ho'opili (Ho'opili Phase 4, Parcel 16) Affordable Home Implementation and Marketing Plan dated May 6, 2019; and

- Kaikoi at Ho'opili (Ho'opili Phase 5, Parcels 19 and 26) Affordable Home Implementation and Marketing Plan dated January 12, 2021.

In accordance with the collective implementation and marketing plans and as a result of the application of the Transferred Credits, DRH understands that the following breakdown of affordable credits have been and/or will be awarded as follows at Ho'opili:

Community	Unit Nos.	Awarded Credits (≤80%)	Awarded Credits (≥120%)	Pending Credits (≤80%)	Pending Credits (≥120%)
Haloa at Ho'opili	501 – 508, incl., 601 – 608, incl., 701 – 708, incl., 1101 – 1106, incl., 1201 – 1206, incl., 1301 – 1308, incl., 1401 – 1406, incl., 1501 – 1506, incl., 1601 – 1608, incl., 1701 – 1706, incl., 1801 – 1808, incl., 1901 – 1906, incl.			79.52	20.32
'Akoko at Ho'opili	401 – 408, incl., 501 – 508, incl., 601 – 608, incl., 701 – 708, incl., 801 – 808, incl., 901 – 908, incl.			56.64	
Kohina at Ho'opili	101 – 116, incl, 201 – 216, incl., 801 – 812, incl.			49.14	
'Ilima at Ho'opili	901 – 908, incl., 1001 – 1006, incl., 1101 – 1108, incl., 1201 – 1206, incl.				32.64
Kulia at Ho'opili	All units, excluding manager's unit (119 units)	344.64			
Kaikoi at Ho'opili	101 – 109, incl., 213 – 224, incl., 313 – 324, incl., 401 – 409, incl., 501 – 509, incl., 613 – 624, incl., 701 – 709, incl., 801 – 812, incl., 913 – 924, incl., 1001 – 1012, incl., 1101 – 1112, incl., 1201 – 1209, incl., 1301 – 1309, incl., 1413 – 1424, incl.				161.20
Kohina Ph. 2/ Parcel 15		116.00*			
Kaikea/ Parcel 18		127.00*			
Nahele/ Parcel 27		184.00*			
Molehu / Parcel 49 (por.)			69.30**		
<b>TOTAL (as of 12/31/2023)</b>		<b>771.64</b>	<b>69.30</b>	<b>185.30</b>	<b>214.16</b>

\*Application of Transferred Credits from Honolulu LLC and Gentry Homes Ltd

\*\* Application of Transferred Credits from Pohakala at Mehana

Below is a summary of revisions to the Schedule of Affordable Units for Haloa, 'Akoko, Kohina, and Kaikoi.

Community	Unit No(s).	Revision / Update
Haloa	705	Added name of Resale buyer.
	Summary	Added unit types and credits at end of spreadsheet
'Akoko	804	Added Buyer's name change.
	808	Added Buyer's name change.
	904 – 908	Formatted dates in the Recording Date column to match the formatting of other cells in the column.
	Summary	Added unit types and credits at end of spreadsheet
Kohina	112	Added name of Resale buyer.
Kaikoi	323	Added Buyer's name change.
	702	Corrected spelling of Buyer's name.
	806	Added name of Resale buyer.

Thank you for your attention in this matter. If you have any questions or comments, I am available at your convenience.

Very truly yours,



Tracy Tonaki  
Division President, Hawaii Division  
Vertical Construction Corporation, Manager of D.R. Horton Hawaii LLC

Enclosure: Spreadsheets reflecting conveyances of designated affordable homes in the Ho'opili community through December 31, 2023



Hāloa at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	80% Affordable Housing Credit	120% Affordable Housing Credit	Date letter sent to DPP Re: Conveyance
			<120%	<140%											
			120 Days + 1 Day	120 Days + 1 Day											
501 (A201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/7/17 / Amigo	November 20, 2017 (120%)	4	April 5, 2018	T-10321191	April 4, 2028		1.08		11/19/18
502 (B101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/11/17 / Lujan	December 4, 2017 (80%) [Amendment - 80%]	6	April 27, 2018	T-10343073	April 26, 2028		1.28		11/19/18
503 (A101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/21/17 / Hancock	October 10, 2017 (80%)	2	April 6, 2018	T-10322133	April 5, 2028		1.08		11/19/18
504 (B201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	12/2/17 / Sabado	February 16, 2018 (120%)	5	April 11, 2018	T-10327142	April 10, 2028		1.28		11/19/18
505 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/30/17 / Garcia	March 13, 2018 (120%)	1	April 12, 2018	T-10328109	April 11, 2028		1.08		11/19/18
506 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/8/17 / Tominioko	December 8, 2017 (120%)	5	April 19, 2018	T-10335135	April 18, 2028		1.28		11/19/18
507 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/30/17 / Maglaya	December 7, 2017 (120%)	1	April 17, 2018	T-10333063	April 16, 2028		1.08		11/19/18
508 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/19/17 / Idica	October 27, 2017 (120%)	5	April 4, 2018	T-10320112	April 3, 2028		1.28		11/19/18
601 (A201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/17/17 / Centino	October 27, 2017 (120%)	2	March 21, 2018	T-10306033	March 20, 2028		1.08		11/19/18
602 (B101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	7/17/17 / Vierra	January 29, 2018 (80%)	5	March 16, 2018	T-10301006	March 15, 2028		1.28		11/19/18
603 (A101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Guzman/Lewis	January 31, 2018 (120%)	2	March 7, 2018	T-10292019	March 6, 2028		1.08		11/19/18
604 (B201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Park	October 9, 2017 (80%)	3	March 7, 2018	T-10292017	March 6, 2028		1.28		11/19/18
605 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/17/17 / Yutaka	January 18, 2018 (120%) [Amendment - 120%]	3	March 6, 2018	T-10291024	March 5, 2028		1.08		11/19/18
606 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/7/17 / Paulsen	November 30, 2017 (120%)	3	March 7, 2018	T-10292015	March 6, 2028		1.28		11/19/18
607 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/13/17 / Ramirez	December 8, 2017 (120%)	4	March 7, 2018	T-10292013	March 6, 2028		1.08		11/19/18
608 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/5/17 / Reilly	March 6, 2018 (120%) August 16, 2018 (120%)	4	March 16, 2018	T-10301008	March 15, 2028		1.28		11/19/18
701 (A201)		May 24, 2018				6/25/18 / Murakami	August 16, 2018 (120%)		October 9, 2018	T10508061	October 8, 2028			1.08	11/19/18
702 (B101)		March 13, 2017		July 12, 2017	November 10, 2017	3/21/17 / Carmack	April 28, 2017 (120%)	4	September 14, 2017	T-10118063	September 14, 2027			1.28	02/22/18
703 (A101)	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	3/21/17 / Robinson	July 20, 2017 (80%) August 11, 2017 (120%)	3	September 26, 2017	T-10130138	September 26, 2027		1.08		02/22/18
704 (B201)		March 13, 2017	July 12, 2017	November 10, 2017	March 11, 2018	4/10/17 / Irwin	August 11, 2017 (120%)	4	September 15, 2017	T-10119061	September 15, 2027			1.28	02/22/18
705 (A301)	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	8/23/17 / Nomura (Original); Rivera (Resale)	September 8, 2017 (80%)	3	September 28, 2017	T-10132114	September 28, 2027		1.08		02/22/18
706 (B301)		March 13, 2017		July 12, 2017	November 10, 2017	3/21/17 / Pantorilla	May 19, 2017 (120%) September 12, 2017 (120%)	4	September 22, 2017	T-10126145	September 22, 2027			1.28	02/22/18
707 (A301)	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	8/5/17 / Ancho	August 15, 2017 (120%)	3	September 29, 2017	T-10133279	September 29, 2027		1.08		02/22/18
708 (B301)		March 13, 2017	July 12, 2017	November 10, 2017	March 11, 2018	5/17/17 / Akau/Vergara	August 15, 2017 (120%)	3	October 27, 2017	T-10161060	October 27, 2027			1.28	02/22/18
1101 (C102/ C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Tolentino	November 20, 2017 (120%)	5	December 15, 2017	T-10210075	December 15, 2027		1.44		02/22/18
1102 (D102/ D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/8/17 / Panfiglio	October 9, 2017 (80%)	2	February 21, 2018	T-10278049	February 21, 2028		1.08		11/19/18
1103 (F102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Moriya	November 20, 2017 (120%)	2	November 30, 2017	T-10195153	November 30, 2027		1.08		02/22/18
1104 (E102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Nafarrete	November 21, 2017 (120%)	2	December 15, 2017	T-10210233	December 15, 2027		1.08		02/22/18
1105 (D102/D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	12/21/17 / Caraballo	February 9, 2018 (120%)	1	February 28, 2018	T-10285056	February 28, 2028		1.08		11/19/18

Hāloa at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	80% Affordable Housing Credit	120% Affordable Housing Credit	Date letter sent to DPP Re: Conveyance
			<120%	<140%											
			120 Days + 1 Day	120 Days + 1 Day											
1106 (C102/C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/7/17 / McArthur	October 31, 2017 (120%)	4	November 30, 2017	T-10195155	November 30, 2027		1.44		02/22/18
1201 (C102/C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/31/17 / Lucero	October 12, 2017 (120%)	3	December 27, 2017	T-1022028	December 27, 2027		1.44		11/19/18
1202 (D102/D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/14/17 / Ching	December 21, 2017 (140%) [Amendment - 140%]	4	December 28, 2017	T-10223114	December 28, 2027		1.08		11/19/18
1203 (F102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/30/17 / Morgan	October 31, 2017 (120%)	2	December 13, 2017	T-10208189	December 13, 2027		1.08		02/22/18
1204 (E102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Arana	November 20, 2017 (120%)	3	December 28, 2017	T-10223109	December 21, 2027		1.08		11/19/18
1205 (D102/D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Espiritu	December 13, 2017 (120%)	2	December 21, 2017	T-10216071	December 21, 2027		1.08		02/22/18
1206 (C102/C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	5/8/17 / Wu	June 23, 2017 (80%)	3	December 22, 2017	T-10217224	December 22, 2027		1.44		11/19/18
1301 (A201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/4/17 / Chew/Guzman (Original); Sakihara/Miyasato (Resale)	February 12, 2018 (120%)	4	March 23, 2018	T-10308135	March 22, 2028		1.08		11/19/18
1302 (B101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	4/27/17 / Tamashiro	June 14, 2017 (80%) October 31, 2017 (80%)	5	February 23, 2018	T-10280131	February 23, 2028		1.28		11/19/18
1303 (A101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/10/17 / Cachola	October 31, 2017 (80%)	3	February 9, 2018	T-10266057	February 9, 2028		1.08		11/19/18
1304 (B201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	5/2/17 / Sears	December 7, 2017 (120%)	3	January 31, 2018	T-10257089	January 31, 2028		1.28		11/19/18
1305 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/30/17 / Lamug	December 21, 2017 (120%)	1	March 9, 2018	T-10294074	March 8, 2028		1.08		11/19/18
1306 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/25/17 / Doles	December 21, 2017 (120%)	3	March 29, 2018	T-10314213	March 28, 2028		1.28		11/19/18
1307 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/31/17 / Taoy/Carlos	November 29, 2017 (120%) [Amendment - 120%]	3	March 9, 2018	T-10294078	March 8, 2028		1.08		11/19/18
1308 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/31/17 / Perez	December 6, 2017 (120%)	4	March 7, 2018	T-10292021	March 6, 2028		1.28		11/19/18
1401 (C102/C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/31/17 / Lucrisia/Kaneshiro	October 17, 2017 (80%)	5	February 26, 2018	T-10283059	February 26, 2028		1.44		11/19/18
1402 (D102/D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	3/24/18 / Diggs	May 10, 2018 (120%) November 20, 2017 (80%) [Amendment - 80%]	2	August 31, 2018	T-10469209	August 30, 2028		1.08		11/19/18
1403 (F102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/6/17 / Vazquez	November 20, 2017 (120%)	3	February 23, 2018	T-10280135	February 23, 2028		1.08		11/19/18
1404 (E102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Siolosega	January 10, 2018 (120%)	4	March 8, 2018	T-10293026	March 7, 2028		1.08		11/19/18
1405 (D102/ D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/13/17 / Correia	January 10, 2018 (120%)	4	March 23, 2018	T- 10308137	March 22, 2028		1.08		11/19/18
1406 (C102/ C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/30/17 / Nakata	February 16, 2018 (120%)	3	February 23, 2018	T-10280133	February 23, 2028		1.44		11/19/18
1501 (C102/C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	6/22/17 / Kau	October 9, 2017 (120%) [Amendment - 120%]	3	January 24, 2018	T-10250026	January 24, 2028		1.44		11/19/18
1502 (D102/D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/19/17 / Pruse/Tamura	January 23, 2018 (120%)	2	February 23, 2018	T-10280137	February 23, 2028		1.08		11/19/18
1503 (F102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/19/17 / Ibarra	October 31, 2017 (120%)	4	January 31, 2018	T-10257091	January 31, 2028		1.08		11/19/18

Hāloa at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	80% Affordable Housing Credit	120% Affordable Housing Credit	Date letter sent to DPP Re: Conveyance
			<120% 120 Days + 1 Day	<140% 120 Days + 1 Day											
1504 (E102)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/6/17 / Alejandro	January 3, 2018 (120%)	2	March 29, 2018	T-10314215	March 28, 2028		1.08		11/19/18
1505 (D102/D102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/6/17 / Mendoza 9/14/17 / Garcia (Original) Cagulada (Resale)	October 31, 2017 (120%)	2	January 30, 2018	T-10256039	January 30, 2028		1.08		11/19/18
1506 (C102/C102-R)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018		December 18, 2017 (120%)	5	February 2, 2018	T-10259127	February 2, 2028		1.44		11/19/18
1601 (A201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/11/17 / Kanui	December 20, 2017 (120%)	2	January 26, 2018	T-10252089	January 26, 2028		1.08		11/19/18
1602 (B101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/22/17 / Bui (Original); Raquipo (Resale)	December 16, 2017 (80%)	4	December 21, 2017	T-10216073	December 21, 2027		1.28		02/22/18
1603 (A101)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	9/8/17 / Cruz	October 31, 2017 (120%)	2	December 22, 2017	T-10216073	December 22, 2027		1.08		11/19/18
1604 (B201)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	11/3/17 / Rocco	December 21, 2017 (120%)	5	January 31, 2018	T-10257093	January 31, 2028		1.28		11/19/18
1605 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	10/10/17 / Picon, Karnai	December 1, 2017 (120%)	3	December 21, 2017	T-10216075	December 21, 2027		1.08		11/19/18
1606 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	6/14/17 / Johnson 9/8/17 / Antonio/Torquato	August 16, 2017 (80%)	3	December 20, 2017	T-10215153	December 20, 2027		1.28		11/19/18
1607 (A301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018		October 17, 2017 (120%)	2	December 22, 2017	T-10217230	December 22, 2027		1.08		02/22/18
1608 (B301)	April 22, 2017		August 21, 2017	December 20, 2017	April 20, 2018	8/25/17 / Leopoldo	October 31, 2017 (80%)	4	December 28, 2017	T-10223111	December 28, 2027		1.28		11/19/18
1701 (C102/C102-R)		March 13, 2017		July 12, 2017	November 10, 2017	3/21/17 / Balbas	April 28, 2017 (120%)	4	August 30, 2017	T-10103150	August 30, 2027			1.44	2/22/2018
1702 (D102/D102-R)	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	8/31/17 / Nouchi	September 11, 2017 (120%)	2	September 28, 2017	T-10132235	September 28, 2027		1.08		2/22/2018
1703 (F102)	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	7/14/17 / Acorda	September 8, 2017 (120%)	2	September 28, 2017	T-10132116	September 28, 2027		1.08		2/22/2018
1704 (E102)		March 13, 2017		July 12, 2017	November 10, 2017	3/21/17 / Lee	April 28, 2017 (120%)	2	August 31, 2017	T-10104084	August 31, 2027			1.08	2/22/2018
1705 (D102/D102-R)	March 13, 2017		July 12, 2017	November 10, 2017	March 11, 2018	7/24/17 / Halemano	September 12, 2017 (120%)	2	September 22, 2017	T-10126143	September 22, 2027		1.08		2/22/2018
1706 (C102/C102-R)		March 13, 2017		July 12, 2017	November 10, 2017	3/16/17 / Szadkowski 3/13/17 / Rodrigues/Flores	June 23, 2017 (120%)	4	August 31, 2017	T-10104088	August 31, 2027			1.44	2/22/2018
1801 (A201)	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018		April 21, 2017 (80%)	4	August 30, 2017	T-10103138	August 30, 2027		1.08		2/22/2018
1802 (B101)		February 19, 2017		June 20, 2017	October 19, 2017	2/24/17 / Giang	May 19, 2017 (120%)	5	August 31, 2017	T-10104092	August 31, 2027			1.28	2/22/2018
1803 (A101)		February 19, 2017		June 20, 2017	October 19, 2017	2/28/17 / Lee, Cherie (Original) Rabang (Resale)	May 3, 2017 (120%)	2	August 24, 2017	T-10097057	August 24, 2027			1.08	2/22/2018
1804 (B201)		February 19, 2017		June 20, 2017	October 19, 2017	2/22/17 / Keaulana	April 21, 2017 (120%)	4	August 24, 2017	T-10097059	August 24, 2027			1.28	2/22/2018
1805 (A301)	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	3/13/17 / Sebata/Angway 2/21/17 / Gonzales- Ramos	April 21, 2017 (80%)	4	August 28, 2017	T-10101012	August 28, 2027		1.08		2/22/2018
1806 (B301)		February 19, 2017		June 20, 2017	October 19, 2017		July 13, 2017 (120%)	3	August 31, 2017	T-10104090	August 31, 2027			1.28	2/22/2018
1807 (A301)	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	6/12/17 / Maehara	July 11, 2017 (80%)	1	August 31, 2017	T-10104141	August 31, 2027		1.08		2/22/2018
1808 (B301)		February 19, 2017		June 20, 2017	October 19, 2017	4/13/17 / Chun	July 11, 2017 (120%)	5	August 25, 2017	T-10098056	August 25, 2027			1.28	2/22/2018
1901 (C102/C102-R)		February 19, 2017		June 20, 2017	October 19, 2017	8/17/17 / Quimoyog/Rabellizsa	September 13, 2017 (120%)	5	October 3, 2017	T-10137060	October 3, 2027			1.44	2/22/2018

Hāloa at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	80% Affordable Housing Credit	120% Affordable Housing Credit	Date letter sent to DPP Re: Conveyance
			<120% 120 Days + 1 Day	<140% 120 Days + 1 Day											
1902 (D102/D102-R)	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	5/26/17 / Alkhatib	June 26, 2017 (80%)	4	July 31, 2017	T-10073044	July 31, 2027		1.08		2/22/2018
1903 (F102)		February 19, 2017		June 20, 2017	October 19, 2017	3/30/17 / Serdenia/Sakata	June 23, 2017 (120%)	3	July 31, 2017	T-10073048	July 31, 2027			1.08	2/22/2018
1904 (E102)	February 19, 2017			June 20, 2017	October 19, 2017	2/21/17 / Huth	July 18, 2017 (80%)	3	July 31, 2017	T-10073050	July 31, 2027		1.08		2/22/2018
1905 (D102/ D102-R)	February 19, 2017		June 20, 2017	October 19, 2017	February 17, 2018	4/20/17 / Jeon	July 19, 2017 (80%)	2	August 16, 2017	T-10089053	August 16, 2027		1.08		2/22/2018
1906 (C102/ C102-R)		February 19, 2017		June 20, 2017	October 19, 2017	2/22/17 / Shelley	May 19, 2017 (120%)	3	July 31, 2017	T-10073086	July 31, 2027			1.44	2/22/2018

Total Affordable Credits Reported to County (to date): 99.84  
 Anticipated Affordable Credits for Hāloa: 99.84  
 Remaining Affordable Credits to be Produced: 0

Unit Type A101/A201/A301 (2 BR/2 Bath) = 1.08 Affordable Housing Credits  
 Unit Type B101/B201/B301 (3 BR/2 Bath) = 1.28 Affordable Housing Credits  
 Unit Type C102/C102(R) (3 BR/2.5 Bath) = 1.44 Affordable Housing Credits  
 Unit Type D102/D102(R)/E102/F102 (2 BR/2.5 Bath) = 1.08 Affordable Housing Credits

**'Akoko at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120	120										
			Days + 1 Day	Days + 1 Day	Days + 1 Day									
401 (A201)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2018	10/12/18 / Park	January 14, 2018 (80%)	2	May 30, 2019	T-10741182	May 29, 2029		1.08 (80%)	10/2/2019
402 (B101)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	10/4/18 / DeJesus	October 24, 2018 (80%)	3	February 15, 2019	T-10637057	February 14, 2029		1.28 (80%)	10/2/2019
403 (A101)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	11/5/18 / Kimura	December 7, 2018 (80%)	2	February 15, 2019	T-10637055	February 14, 2029		1.08 (80%)	10/2/2019
404 (B201)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	12/7/18 / Ionae	December 27, 2018 (80%)	4	May 9, 2019	T-10720133	May 8, 2029		1.28 (80%)	10/2/2019
405 (A301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	1/4/19 / Fong	February 2, 2019 (120%)	2	March 20, 2019	T-10670091	March 19, 2029		1.08 (80%)	10/2/2019
406 (B301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	10/9/18 / Camero	January 8, 2018 (80%)	4	February 15, 2019	T-10637059	February 14, 2029		1.28 (80%)	10/2/2019
407 (A301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	11/20/18 / Isabelo	November 26, 2018 (80%)	5	February 13, 2019	T-10635081	February 12, 2029		1.08 (80%)	10/2/2019
408 (B301)	August 31, 2018		December 30, 2018	April 30, 2019	August 29, 2019	10/29/18 / Williams	December 27, 2018 (80%)	3	February 28, 2019	T-10650198	February 27, 2029		1.28 (80%)	10/2/2019
501 (A201)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/15/18 / Rebamonte	August 24, 2018 (80%)	2	February 1, 2019	T-10623026	January 31, 2029		1.08 (80%)	10/2/2019
502 (B101)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/27/18 / Blakemore (Original); Alvaro (Resale)	October 25, 2018 (80%)	6	December 31, 2018	T-10591075	December 30, 2028		1.28 (80%)	10/2/2019
503 (A101)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	9/18/18 / Acosta & Ancho	October 10, 2018 (80%)	4	January 24, 2019	T-10615053	February 12, 2029		1.08 (80%)	10/2/2019
504 (B201)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/15/18 / Almaraz	September 24, 2018 (80%)	5	December 28, 2018	T-10588151	December 27, 2028		1.28 (80%)	10/2/2019
505 (A301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	12/3/18 / Kapule	December 18, 2018 (120%)	2	February 1, 2019	T-10623030	January 31, 2029		1.08 (80%)	10/2/2019
506 (B301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/27/18 / Miyamoto	September 12, 2018 (80%)	4	January 24, 2019	T-10615047	January 23, 2029		1.28 (80%)	10/2/2019
507 (A301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	11/13/18 / Matsumura	December 21, 2018 (80%)	1	December 28, 2018	T-10588153	December 27, 2028		1.08 (80%)	10/2/2019
508 (B301)	July 27, 2018		November 25, 2018	March 26, 2019	July 25, 2019	8/27/18 / Medina	December 21, 2018 (120%)	4	February 8, 2019	T-10630133	February 7, 2029		1.28 (80%)	10/2/2019
601 (A201)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/19/18 / Cruz	November 19, 2018 (80%)	4	March 20, 2019	T-10670094	March 19, 2029		1.08 (80%)	10/2/2019
602 (B101)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Ho & Pham	August 15, 2018 (80%)	4	January 11, 2019	T-10602055	January 10, 2029		1.28 (80%)	10/2/2019
603 (A101)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Fuauli	August 9, 2018 (80%)	5	November 19, 2018	T-10549084	November 18, 2028		1.08 (80%)	10/2/2019
604 (B201)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Galon	August 15, 2018 (80%)	5	November 21, 2018	T-10551130	November 20, 2028		1.28 (80%)	10/2/2019
605 (A301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	11/8/18 / Manuel	December 5, 2018 (120%)	4	January 24, 2019	T-10615137	January 23, 2029		1.08 (80%)	10/2/2019
606 (B301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Borges	August 22, 2018 (80%)	5	February 12, 2019	T-10634053	February 11, 2029		1.28 (80%)	10/2/2019
607 (A301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	8/7/18 / Cabico	November 20, 2018 (80%)	5	November 28, 2018	T-10558074	November 27, 2028		1.08 (80%)	10/2/2019
608 (B301)	June 29, 2018		October 28, 2018	February 26, 2019	June 27, 2019	7/23/18 / Boyd & Wolfe	August 22, 2018 (80%)	4	November 30, 2018	T-10560090	November 29, 2028		1.28 (80%)	10/2/2019
701 (A201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/5/17 / Bautista	May 1, 2018 (120%)	2	September 28, 2018	T-10497182	September 27, 2028		1.08 (80%)	10/2/2019
702 (B101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/2/17 / Cablay	May 1, 2018 (80%)	4	September 6, 2018	T-10475106	September 5, 2028		1.28 (80%)	10/2/2019
703 (A101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	1/11/18 / Gacula	April 11, 2018 (80%)	2	September 21, 2018	T-10490189	September 20, 2028		1.08 (80%)	10/2/2019
704 (B201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18 / Huang/Chen	March 12, 2018 (80%)	5	September 14, 2018	T-10483129	September 13, 2028		1.28 (80%)	10/2/2019

**'Akoko at Ho'opi'i Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%										
			120	120										
			Days + 1 Day	Days + 1 Day	Days + 1 Day									
705 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/13/18 / Bautista	April 23, 2018 (120%)	2	September 19, 2018	T-10488107	September 18, 2028		1.08 (80%)	10/2/2019
706 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Bagara	April 23, 2018 (120%)	5	October 2, 2018	T-10501064	October 1, 2028		1.28 (80%)	10/2/2019
707 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/19/18 / Brunson	July 18, 2018/ (120%)	2	October 26, 2018	T-10525131	October 25, 2028		1.08 (80%)	10/2/2019
708 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18 / Fang	April 19, 2018 (80%)	4	September 21, 2018	T-10490101	September 20, 2028		1.28 (80%)	10/2/2019
801 (A201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18 / Eyo	June 7, 2018 (80%)	2	August 22, 2018	T-10460074	August 21, 2028		1.08 (80%)	11/13/2018
802 (B101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/2/17 / Tabarejo	January 8, 2018 (80%)	4	August 16, 2018	T-10454168	August 15, 2028		1.28 (80%)	11/13/2018
803 (A101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	1/23/18 / Otanes	April 3, 2018 (80%)	2	August 30, 2018	T-10468113	August 29, 2028		1.08 (80%)	11/13/2018
804 (B201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/2/17 / Mitchell (nka Pickett)	March 29, 2018 (80%)	4	September 6, 2018	T-10475176	September 5, 2028		1.28 (80%)	11/13/2018
805 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Kapileo	May 16, 2018 (120%)	4	September 13, 2018	T-10482140	September 12, 2028		1.08 (80%)	10/2/2019
806 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Estrella	April 23, 2018 (120%)	4	September 27, 2018	T-10496109	September 26, 2028		1.28 (80%)	11/13/2018
807 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18/ Hoohuli	June 7, 2018 (120%)	4	September 14, 2018	T-10483133	September 13, 2028		1.08 (80%)	10/2/2019
808 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Vega (nka Kahalepuna)	May 16, 2018 (120%)	4	September 14, 2018	T-10483131	September 13, 2028		1.28 (80%)	10/2/2019
901 (A201)	November 20, 2018		March 21, 2019	July 20, 2019	November 18, 2019	8/20/19 / Shirokane	August 20, 2019 (120%)	2	September 13, 2019	T-10847185	September 12, 2029		1.08 (80%)	10/2/2019
902 (B101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	12/5/17 / Iosefa/Balasi (Original); Torres (Resale)	March 12, 2018 (80%)	5	June 20, 2018	T-10397089	June 19, 2028		1.28 (80%)	11/13/2018
903 (A101)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	1/4/18 / Antonio/Makinano	January 12, 2018 (80%)	4	June 15, 2018	T-10392052	June 14, 2028		1.08 (80%)	11/13/2018
904 (B201)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	2/5/18 / Thomas (Original); Fukuzono (Resale)	May 16, 2018 (120%)	5	June 22, 2018	T-10399222	6/21/2028		1.28 (80%)	11/13/2018
905 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Manalo	May 31, 2018 (120%)	3	July 31, 2018	T-10438179	7/30/2028		1.08 (80%)	10/2/2019
906 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	3/20/18 / Lampitoc	May 15, 2018 (120%)	4	June 15, 2018	T-10392054	6/14/2028		1.28 (80%)	11/13/2018
907 (A301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/16/18 / Pangan	May 18, 2018 (120%)	3	June 22, 2018	T-10399220	6/21/2028		1.08 (80%)	11/13/2018
908 (B301)	November 18, 2017		March 19, 2018	July 18, 2018	November 16, 2018	4/6/18 / Redulla/ Ilagan	April 20, 2018 (120%)	6	June 28, 2018	T-10405087	6/27/2028		1.28 (80%)	11/13/2018

Total Affordable Credits Reported to County (to date): 56.64  
 Anticipated Affordable Credits for 'Akoko: 56.64  
 Remaining Affordable Credits to be Produced: 0

Unit Type A101/A201/A301 (2 BR/2 Bath) = 1.08 Affordable Housing Credits  
 Unit Type B101/B201/B301 (3 BR/2 Bath) = 1.28 Affordable Housing Credits

**Kōhina at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods			General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120% 120	<140% 120	<160% 120										
			Days + 1 Day	Days + 1 Day	Days + 1 Day										
101 (V2)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	7/27/20 / Siquig	N/A (General Aff. Marketing Period)	N/A	August 26, 2020	T-11195147	August 26, 2030		0.81 (80%)	12/8/2020	
102 (X2)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	12/12/19 / Clark/Alipio	December 18, 2019 (120%)	2	June 25, 2020	T-11133130	June 25, 2030		1.08 (80%)	8/25/2020	
103 (X1/X1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	2/7/20 / Metzger	May 20, 2020 (120%)	3	June 30, 2020	T-11138224	June 30, 2030		1.08 (80%)	8/25/2020	
104 (V1/V1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	2/17/20 / Le	February 14, 2020 (120%)	1	June 26, 2020	T-11134100	June 26, 2030		0.81 (80%)	8/25/2020	
105 (U1/U1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	11/21/19 / Fernando/Caroro	November 27, 2019 (120%)	3	July 21, 2020	T-11159091	July 21, 2030		1.08 (80%)	8/25/2020	
106 (W1/W1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	11/19/19 / Kami	November 18, 2019 (120%)	4	June 25, 2020	T-11133108	June 25, 2030		1.44 (80%)	8/25/2020	
107 (W1/W1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	11/11/19 / Keau	November 18, 2019 (120%)	4	June 24, 2020	T-11132203	June 24, 2030		1.44 (80%)	8/25/2020	
108 (U1/U1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	12/6/19 / Fabian	December 9, 2019 (120%)	2	June 26, 2020	T-11134124	June 26, 2030		1.08 (80%)	8/25/2020	
109 (V1/V1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	4/6/20 / Villa /	April 9, 2020 (120%)	1	June 26, 2020	T-11134186	June 26, 2030		0.81 (80%)	8/25/2020	
110 (X1/X1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	1/21/20 / Hirao	June 5, 2020 (140%)	1	June 29, 2020	T-11137096	June 29, 2030		1.08 (80%)	8/25/2020	
111 (X1/X1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	2/26/20 / Chaves	May 22, 2020 (120%)	1	June 23, 2020	T-11131092	June 23, 2030		1.08 (80%)	8/25/2020	
112 (V1/V1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	7/27/20 / Ramos (Original); Selgas (Resale)	N/A (General Aff. Marketing Period)	N/A	August 27, 2020	T-11196095	August 27, 2030		0.81 (80%)	12/8/2020	
113 (U1/U1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	1/14/20 / Carino/Agustin	January 17, 2020 (120%)	2	June 30, 2020	T-11138215	June 30, 2030		1.08 (80%)	8/25/2020	
114 (W1/W1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	11/9/19 / Togami	December 4, 2019 (120%)	3	June 30, 2020	T-11138222	June 30, 2030		1.44 (80%)	8/25/2020	
115 (W2)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	10/22/19 / Leopoldo/Yadao	December 4, 2019 (80%)	4	July 24, 2020	T-11162103	July 24, 2030		1.44 (80%)	12/8/2020	
116 (T1)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	12/6/19 / Tseu	December 13, 2019 (80%)	1	June 24, 2020	T-11132198	June 24, 2030		1.08 (80%)	12/8/2020	
201 (V2)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	12/12/19 / Candelario	January 13, 2020 (80%)	1	May 28, 2020	T-11105121	May 28, 2030		0.81 (80%)	8/25/2020	
202 (X2)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	12/10/19 / Kam/Hagihara	December 18, 2019 (120%)	2	May 28, 2020	T-11105125	May 28, 2030		1.08 (80%)	8/25/2020	
203 (X1/X1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	1/13/20 / Esene	January 30, 2020 (120%)	3	May 29, 2020	T-11106355	May 29, 2030		1.08 (80%)	8/25/2020	
204 (V1/V1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	7/27/20 / Morisato	N/A (General Aff. Marketing Period)	N/A	September 11, 2020	T-11211216	September 11, 2030		0.81 (80%)	12/8/2020	
205 (U1/U1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	6/22/20 / Keolanui/Belmodis	June 22, 2020 (140%)	2	July 24, 2020	T-11162164	July 24, 2030		1.08 (80%)	12/8/2020	
206 (W1/W1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	4/27/20 / Miyasato	May 12, 2020 (140%)	3	June 26, 2020	T-11134082	June 26, 2030		1.44 (80%)	8/25/2020	
207 (W1/W1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	5/22/20 / O'Sullivan	May 29, 2020 (120%)	4	June 26, 2020	T-11134077	June 26, 2030		1.44 (80%)	12/8/2020	
208 (U1/U1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	1/20/20 / Gandule	January 29, 2020 (120%)	2	May 28, 2020	T-11105141	May 28, 2030		1.08 (80%)	8/25/2020	
209 (V1/V1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	7/24/2020 / Dimon	N/A (General Aff. Marketing Period)	N/A	September 15, 2020	T-11215145	September 15, 2030		0.81 (80%)	12/8/2020	
210 (X1/X1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	12/10/19 / Tamashiro	December 18, 2019 (80%)	1	May 28, 2020	T-11105139	May 28, 2030		1.08 (80%)	8/25/2020	
211 (X1/X1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	4/7/20 / Bannister	June 2, 2020 (140%)	2	June 25, 2020	T-11133126	June 25, 2030		1.08 (80%)	8/25/2020	
212 (V1/V1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	7/28/20 / Naone	N/A (General Aff. Marketing Period)	N/A	September 29, 2020	T-11229226	September 29, 2030		0.81 (80%)	12/8/2020	
213 (U1/U1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	1/20/20 / Nishihira/Cullen	January 23, 2020 (80%)	4	May 28, 2020	T-11105170	May 28, 2030		1.08 (80%)	8/25/2020	
214 (W1/W1R)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	1/23/20 / Barcarse	February 27, 2020 (80%)	6	May 29, 2020	T-11106230	May 29, 2030		1.44 (80%)	8/25/2020	

**Kōhina at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. (Unit Type)	<80% Release Date	<120% Release Date	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance		
			<120% 120	<140% 120											<120% 120	<140% 120
			Days + 1 Day	Days + 1 Day											Days + 1 Day	Days + 1 Day
215 (W2)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	5/23/20 / Ganaban/Ching	January 31, 2020 (120%)	4	June 26, 2020	T-11134071	June 26, 2030		1.44 (80%)	8/25/2020		
216 (T1)	July 6, 2019		November 3, 2019	March 2, 2020	June 30, 2020	6/29/2020 / Donato/Garabiles	June 29, 2020 (140%)	2	July 31, 2020	T-11169261	July 31, 2030		1.08 (80%)	12/8/2020		
801 (T1/T1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	6/5/19 / Orian	June 24, 2019 (80%)	3	April 15, 2020	T-11062313	April 15, 2030		1.08 (80%)	8/25/2020		
802 (W2/W2R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	8/21/19 / Taylor	August 9, 2019 (80%)	4	April 30, 2020	T-11077291	April 30, 2030		1.44 (80%)	8/25/2020		
803 (W1/W1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	9/12/19 / Zambarrano	September 27, 2019 (80%)	3	March 25, 2020	T-11041195	March 25, 2030		1.44 (80%)	8/25/2020		
804 (U1/U1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	7/23/19 / Silva	August 12, 2019 (80%)	2	March 31, 2020	T-11047257	March 31, 2030		1.08 (80%)	8/25/2020		
805 (V1/V1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	11/21/19 / Ganoy	November 27, 2019 (120%)	1	April 3, 2020	T-11050150	April 3, 2030		0.81 (80%)	8/25/2020		
806 (X1/X1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	1/6/20 / Holbrook	January 2, 2020 (80%)	4	April 2, 2020	T-11049068	April 2, 2030		1.08 (80%)	8/25/2020		
807 (X1/X1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	7/11/19 / Delgado	July 17, 2019 (80%)	3	March 30, 2020	T-11046178	March 30, 2030		1.08 (80%)	8/25/2020		
808 (V1/V1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	6/5/19 / Nelson/Rutkowski	June 24, 2019 (80%)	3	March 30, 2020	T-11046146	March 30, 2030		0.81 (80%)	8/25/2020		
809 (U1/U1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	6/12/19 / Samala- Passos	July 29, 2019 (80%)	4	March 31, 2020	T-11047261	March 31, 2030		1.08 (80%)	8/25/2020		
810 (W1/W1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	9/29/19 / Tabata/Elliott	October 11, 2019 (120%)	6	March 25, 2020	T-11041006	March 25, 2030		1.44 (80%)	8/25/2020		
811 (W2/W2R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	7/3/19 / Au	August 12, 2019 (80%)	4	March 31, 2020	T-11047247	March 31, 2030		1.44 (80%)	8/25/2020		
812 (T1/T1R)	May 11, 2019		September 8, 2019	January 6, 2020	May 5, 2020	6/12/19 / Todd/Takahashi	July 24, 2019 (80%)	2	March 30, 2020	T-11046155	March 30, 2030		1.08 (80%)	8/25/2020		

Total Affordable Credits Reported to County (to date):  
Anticipated Affordable Credits for Kōhina:  
Remaining Affordable Credits to be Produced:

49.14  
49.14  
0

Unit Type T1 (2 BR/2 Bath) = 1.08 Affordable Housing Credits  
Unit Type U1/U1R (2 BR/2 Bath) = 1.08 Affordable Housing Credits  
Unit Type V1/V1R (1 BR/1 Bath) = 0.81 Affordable Housing Credits  
Unit Type V2 (1 BR /1 Bath) = 0.81 Affordable Housing Credits

Unit Type W1/W1R (3 BR/2.5 Bath) = 1.44 Affordable Housing Credits  
Unit Type W2/W2R (3 BR/2.5 Bath) = 1.44 Affordable Housing Credits  
Unit Type X1/X1R (2 BR/2.5 Bath) = 1.08 Affordable Housing Credits  
Unit Type X2 (2 BR/2.5 Bath) = 1.08 Affordable Housing Credits



**'Ilima at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. (Unit Type)	<80% Release Date *	<120% Release Date **	Income Target Group Step Up Periods			General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120%	<140%											
			120 Days + 1 Day	120 Days + 1 Day	120 Days + 1 Day										
901 (C1/C1R)		March 21, 2020		July 19, 2020	November 16, 2020	4/14/20 / Rafael	5/1/20 (120%)	3	July 30, 2020	T-11168279	July 30, 2030		1.28 (120%)	8/27/2020	
902 (C1/C1R)		March 21, 2020		July 19, 2020	November 16, 2020	4/13/20 / Brannan	4/14/20 (120%)	3	July 30, 2020	T-11168201	July 30, 2030		1.28 (120%)	8/27/2020	
903 (A1/A1R)		March 21, 2020		July 19, 2020	November 16, 2020	6/3/20 / Pedro	5/29/20 (120%)	3	August 10, 2020	T-11179034	August 10, 2030		1.08 (120%)	8/27/2020	
904 (A1/A1R)		March 21, 2020		July 19, 2020	November 16, 2020	8/6/20 / DeGuzman (Original); Oshita/Wong (Resale)	8/17/20 (140%)	2	September 10, 2020	T-11210002	September 10, 2030		1.08 (120%)	11/6/2020	
905 (A1/A1R)		March 21, 2020		July 19, 2020	November 16, 2020	6/17/20 / Bartiana/Remedios	6/22/20 (120%)	3	August 20, 2020	T-11189015	August 20, 2030		1.08 (120%)	8/27/2020	
906 (A1/A1R)		March 21, 2020		July 19, 2020	November 16, 2020	4/7/20 / Equila-Liu	4/16/20 (120%)	2	August 20, 2020	T-11189074	August 20, 2030		1.08 (120%)	8/27/2020	
907 (C1/C1R)		March 21, 2020		July 19, 2020	November 16, 2020	7/6/20 / Forges	7/2/20 (120%)	3	September 9, 2020	T-11209042	September 9, 2030		1.28 (120%)	11/6/2020	
908 (C1/C1R)		March 21, 2020		July 19, 2020	November 16, 2020	4/10/20 / Hanohano	5/12/20 (120%)	6	July 31, 2020	T-11169061	July 31, 2030		1.28 (120%)	8/27/2020	
1001 (B1/B1R)		October 12, 2019		February 9, 2020	June 8, 2020	9/10/20 / Corpuz	N/A (General Aff. Marketing Period)	N/A	November 4, 2020	T-11265249	November 4, 2030		1.28 (120%)	11/6/2020	
1002 (A1/A1R)		October 12, 2019		February 9, 2020	June 8, 2020	10/18/19 / Marquez/Lujan	11/8/19 (120%)	4	May 28, 2020	T-11105057	May 28, 2030		1.08 (120%)	8/27/2020	
1003 (A1/A1R)		October 12, 2019		February 9, 2020	June 8, 2020	10/18/19 / Tabangcura/Tacadena	10/29/19 (120%)	2	April 13, 2020	T-11060046	April 13, 2030		1.08 (120%)	6/5/2020	
1004 (A1/A1R)		October 12, 2019		February 9, 2020	June 8, 2020	10/22/19 / Coronel/Teixeira	11/7/19 (120%)	2	March 20, 2020	T-11036126	March 20, 2030		1.08 (120%)	6/5/2020	
1005 (A1/A1R)		October 12, 2019		February 9, 2020	June 8, 2020	10/17/19 / Cruz	10/29/19 (120%)	3	March 25, 2020	T-11041082	March 25, 2030		1.08 (120%)	6/5/2020	
1006 (B1/B1R)		October 12, 2019		February 9, 2020	June 8, 2020	10/22/19 / Tabuso	11/5/19 (120%)	3	March 25, 2020	T-11041044	March 25, 2030		1.28 (120%)	6/5/2020	
1101 (C1/C1R)		June 29, 2019		October 27, 2019	February 24, 2020	8/2/19 / Au/Cui-Dela / Cueva	8/12/19 (120%)	6	February 7, 2020	T-10994046	February 7, 2030		1.28 (120%)	3/10/2020	
1102 (C1/C1R)		June 29, 2019		October 27, 2019	February 24, 2020	8/7/19 / Sone / 8/10/19 /	8/21/19 (120%)	3	March 31, 2020	T-11047333	April 13, 2030		1.28 (120%)	6/5/2020	
1103 (A1/A1R)		June 29, 2019		October 27, 2019	February 24, 2020	Guibao/Guzon	8/29/19 (120%)	3	February 18, 2020	T-11005086	February 18, 2030		1.08 (120%)	3/10/2020	
1104 (A1/A1R)		June 29, 2019		October 27, 2019	February 24, 2020	8/5/19 / Groendyke	8/14/19 (120%)	2	February 20, 2020	T-1107111	February 20, 2030		1.08 (120%)	3/10/2020	
1105 (A1/A1R)		June 29, 2019		October 27, 2019	February 24, 2020	8/2/19 / Kam	8/15/19 (120%)	2	February 12, 2020	T-10999156	February 12, 2030		1.08 (120%)	3/10/2020	
1106 (A1/A1R)		June 29, 2019		October 27, 2019	February 24, 2020	8/2/19 / Christy/Rivera	8/12/19 (120%)	2	February 5, 2020	T-10992097	February 5, 2030		1.08 (120%)	3/10/2020	
1107 (C1/C1R)		June 29, 2019		October 27, 2019	February 24, 2020	2/4/20 / Rentiquiano/Esber	1/31/20 (120%)	4	March 12, 2020	T-11028111	March 12, 2030		1.28 (120%)	6/5/2020	
1108 (C1/C1R)		June 29, 2019		October 27, 2019	February 24, 2020	8/7/19 / Pacheco	8/21/19 (120%)	5	February 5, 2020	T-10992099	February 5, 2030		1.28 (120%)	3/10/2020	
1201 (B1/B1R)		December 28, 2019		April 26, 2020	August 24, 2020	1/17/20 / Tran/Nguyen	3/9/20 (120%)	3	May 20, 2020	T-11097113	May 20, 2030		1.28 (120%)	11/6/2020	
1202 (A1/A1R)		December 28, 2019		April 26, 2020	August 24, 2020	2/21/20 / Tagle	3/16/20 (120%)	4	May 21, 2020	T-11098017	May 21, 2030		1.08 (120%)	8/27/2020	
1203 (A1/A1R)		December 28, 2019		April 26, 2020	August 24, 2020	5/22/20 / Torres	5/29/20 120%	2	June 30, 2020	T-11138060	June 30, 2030		1.08 (120%)	8/27/2020	
1204 (A1/A1R)		December 28, 2019		April 26, 2020	August 24, 2020	2/19/20 / Martin/Tran	3/18/20 (120%)	2	May 8, 2020	T-11085020	May 8, 2030		1.08 (120%)	8/27/2020	
1205 (A1/A1R)		December 28, 2019		April 26, 2020	August 24, 2020	1/27/20 / Arrieta	2/3/20 (120%)	2	May 7, 2020	T-11084008	May 7, 2030		1.08 (120%)	8/27/2020	
1206 (B1/B1R)		December 28, 2019		April 26, 2020	August 24, 2020	5/22/20 / Olanda	5/26/20 (120%)	5	June 30, 2020	T-11138024	June 30, 2030		1.28 (120%)	8/27/2020	

Unit No. (Unit Type)	<80% Release Date *	<120% Release Date **	Income Target Group Step Up Periods		General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
			<120% 120 Days + 1 Day	<140% 120 Days + 1 Day										

Total Affordable Credits Reported to County (to date): 32.64  
 Anticipated Affordable Credits for 'Ilima: 32.64  
 Remaining Affordable Credits to be Produced: 0

Unit Types A1/A1(R) (2 BR/ 2.5 Bath) = 1.08 Affordable Housing Credits  
 Unit Types B1/B1(R) (3 BR/ 2 Bath) = 1.28 Affordable Housing Credits  
 Unit Types C1/C1(R) (3 BR/ 2 Bath) = 1.28 Affordable Housing Credits

**Kaikoi at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. Unit Type	<120% Release Date	Income Target Group Step Up Period(s)	General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
		<140% 120 Days + 1 Day										
101 F3/F3(R)	4/2/2021	7/31/2021	11/28/2021	5/11/21 / Haskins, Fouina, et al.	5/6/2021 (120%)	4	9/29/2021	A-79420278	September 29, 2031		1.08 (120%)	11/30/2021
102 F1	4/2/2021	7/31/2021	11/28/2021	5/12/21 / Lee, Chantel & Jerry	4/26/2021 (120%)	5	9/24/2021	A-79370155	September 24, 2031		1.08 (120%)	11/30/2021
103 F2/F2(R)	4/2/2021	7/31/2021	11/28/2021	5/6/21 / Fronda, Michael	5/5/2021 (120%)	2	9/22/2021	A-79350194	September 22, 2031		1.08 (120%)	11/30/2021
104 C2/C2(R)	4/2/2021	7/31/2021	11/28/2021	5/4/21 / Sasaki, Russell, et al.	4/22/2021 (120%)	2	9/23/2021	A-79360674	September 23, 2031		1.00 (120%)	11/30/2021
105 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/4/21 / Hunt, Roman et al.	5/4/2021 (120%)	3	9/24/2021	A-79370259	September 24, 2031		1.00 (120%)	11/30/2021
106 C1/C1(R)	4/2/2021	7/31/2021	11/28/2021	5/12/21 / Beers, James & Julie	5/4/2021 (120%)	2	9/29/2021	A-79420288	September 29, 2031		1.00 (120%)	11/30/2021
107 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/6/21 / Oliveira, Monique	4/22/2021 (120%)	3	9/22/2021	A-79350215	September 22, 2031		1.00 (120%)	11/30/2021
108 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/4/21 / Teehera, Ronch & Mitchelle	4/26/2021 (120%)	3	9/30/2021	A-79430299	September 30, 2031		1.00 (120%)	11/30/2021
109 C2/C2(R)	4/2/2021	7/31/2021	11/28/2021	5/12/21 / Nascimento, Corey & Brittany	5/12/2021 (120%)	2	9/17/2021	A-79300592	September 17, 2031		1.00 (120%)	11/30/2021
213 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	5/20/21 / Butay, Maria & Wilson	5/10/2021 (120%)	3	9/28/2021	A-79410030	September 28, 2031		1.44 (120%)	11/30/2021
214 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/6/21 / Chandler, Joshua & Jessica	4/23/2021 (120%)	2	9/15/2021	A-79280365 A-80170318 (Amended & Restated)	September 15, 2031		1.00 (120%)	11/30/2021
215 C1/C1(R)	4/2/2021	7/31/2021	11/28/2021	5/6/21 / Cardenas, Ryan & BraiAnna	4/28/2021 (120%)	4	9/29/2021		September 29, 2031		1.00 (120%)	2/7/2022
216 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	6/16/21 / Daite, Raenalle et al.	6/21/2021 (120%)	3	9/29/2021	A-79420304	September 29, 2031		1.00 (120%)	11/30/2021
217 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	8/27/21 / Yadao, Brittany, et al.	8/31/2021 (140%)	2	9/29/2021	A-79420309	September 29, 2031		1.00 (120%)	11/30/2021
218 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	6/8/21 / Castellano, Dedic & Mabele	6/3/2021 (120%)	4	9/30/2021	A-79430299	September 30, 2031		1.44 (120%)	11/30/2021
219 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	5/14/21 / Tongamoa, Kaulananapua & Langitoto	4/21/2021 (120%)	7	9/17/2021	A-79300620	September 17, 2031		1.44 (120%)	11/30/2021
220 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/4/21 / Domingo, Mark, et al.	4/21/2021 (120%)	2	9/14/2021	A-79270076	September 14, 2031		1.00 (120%)	11/30/2021
221 C1/C1(R)	4/2/2021	7/31/2021	11/28/2021	10/19/21 / Santos, Paul et al.	10/13/21 (140%)	2	12/10/2021	A-80140260	December 10, 2031		1.00 (120%)	2/7/2022
222 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/12/21 / Cambia, Roxanne & Sean	5/11/2021 (120%)	2	9/14/2021	A-79270061 A-79840497 (Amended & Restated)	September 14, 2031		1.00 (120%)	11/30/2021
223 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	4/26/21 / Goodknecht, Cheriane & Alec	4/26/2021 (120%)	2	9/21/2021		September 21, 2031		1.00 (120%)	11/30/2021
224 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	5/12/21 / Ruiz, Cody & Chasity	5/4/2021 (120%)	3	9/29/2021	A-79420283	September 29, 2031		1.44 (120%)	11/30/2021
313 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	5/18/21 / Kam Jr., et al	5/24/2021 (120%)	4	11/2/2021	A-79760662	November 2, 2031		1.44 (120%)	2/7/2022
314 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	10/24/21 / Rosario, Ian et al	10/20/21 (140%)	3	12/10/2021	A-80140316	December 10, 2031		1.00 (120%)	2/7/2022
315 C1/C1(R)	4/2/2021	7/31/2021	11/28/2021	5/13/21 / Frank, Shelby & Kodie	4/30/2021 (120%)	4	11/17/2021	A-79910315	November 17, 2031		1.00 (120%)	2/7/2022

**Kaikoi at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. Unit Type	<120% Release Date	Income Target Group Step Up Period(s)	General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
		<140% 120 Days + 1 Day										
316 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/12/21 / Melo, Teena Marie	4/30/2021 (120%)	3	10/27/2021	A-79700364	October 27, 2031		1.00 (120%)	2/7/2022
317 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/12/21 / Fukumoto, Danielle et al.	4/23/2021 (120%)	5	10/27/2021	A-79700369	October 27, 2031		1.00 (120%)	2/7/2022
318 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	5/12/21 / O'Reilly, Daniel & Liann	5/4/2021 (120%)	5	10/22/2021	A-80170319 (Amended & Restated)	October 22, 2031		1.44 (120%)	2/7/2022
319 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	9/28/21 / Mamiya, Rachel and Jordan	9/29/21 (140%)	3	11/9/2021	A-79830598	November 9, 2031		1.44 (120%)	2/7/2022
320 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/6/21 / Sabala, Chelsea et al.	4/22/2021 (120%)	3	10/22/2021	A-79650413	October 22, 2031		1.00 (120%)	2/7/2022
321 C1/C1(R)	4/2/2021	7/31/2021	11/28/2021	5/4/21 / Moreira, Bernardo et al.	4/23/2021 (120%)	2	10/29/2021	A-79720250	October 29, 2031		1.00 (120%)	2/7/2022
322 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	11/9/21 / Abordo, Eddy Mark, et al.	11/10/2021 (140%)	5	12/29/2021	A-80330333	December 29, 2031		1.00 (120%)	2/7/2022
323 D1/D1(R)	4/2/2021	7/31/2021	11/28/2021	5/4/21 / Stewart, Autumn (nka Nadzieja, Autumn)	5/14/2021 (120%)	4	10/21/2021	A-79640682	October 21, 2031		1.00 (120%)	2/7/2022
324 E1/E1(R)	4/2/2021	7/31/2021	11/28/2021	5/4/21 / Flores, Vanie & Cliff	5/4/2021 (120%)	4	11/17/2021	A-79910415	November 17, 2031		1.44 (120%)	2/7/2022
401 F2/F2(R)	2/26/2021	6/26/2021	10/24/2021	3/23/21 / Sandry, Tamara	3/18/2021 (120%)	2	8/27/2021	A-79090299	August 27, 2031		1.08 (120%)	11/30/2021
402 F1	2/26/2021	6/26/2021	10/24/2021	3/25/21 / Fernandez, Brandon, et al.	3/18/2021 (120%)	2	8/19/2021	A-79010123	August 19, 2031		1.08 (120%)	11/30/2021
403 F3/F3(R)	2/26/2021	6/26/2021	10/24/2021	4/20/21 / Alvaro, Paul & Mary	4/5/2021 (120%)	3	8/19/2021	A-79010190	August 19, 2031		1.08 (120%)	11/30/2021
404 C2/C2(R)	2/26/2021	6/26/2021	10/24/2021	4/5/21 / Apostol, Edwin & Lea	3/19/2021 (120%)	3	8/25/2021	A-79070379	August 25, 2031		1.00 (120%)	11/30/2021
405 D1/D1(R)	2/26/2021	6/26/2021	10/24/2021	3/25/21 / Vicente, Randy et al.	3/22/2021 (120%)	3	8/30/2021	A-79120098	August 30, 2031		1.00 (120%)	11/30/2021
406 C1/C1(R)	2/26/2021	6/26/2021	10/24/2021	3/30/21 / Saensombat, Brenden	3/23/2021 (120%)	4	8/25/2021	A-79070374	August 25, 2031		1.00 (120%)	11/30/2021
407 D1/D1(R)	2/26/2021	6/26/2021	10/24/2021	3/30/21 / Tomacder, Randy et al.	3/19/2021 (120%)	4	8/25/2021	A-79070345	August 25, 2031		1.00 (120%)	11/30/2021
408 D1/D1(R)	2/26/2021	6/26/2021	10/24/2021	3/23/21 / Barroga, Amy	3/19/2021 (120%)	2	8/30/2021	A-79120057	August 30, 2031		1.00 (120%)	11/30/2021
409 C2/C2(R)	2/26/2021	6/26/2021	10/24/2021	3/30/21 / Carter, Edward & Ayami	3/18/2021 (120%)	3	8/19/2021	A-79010198	August 19, 2031		1.00 (120%)	11/30/2021
501 F2/F2(R)	2/26/2021	6/26/2021	10/24/2021	8/30/21 / Alejandro, JoAnn et al.	9/3/2021 (140%)	3	9/30/2021	A-79430304 / A-80170320 (Correction)	September 30, 2031		1.08 (120%)	2/7/2022
502 F1	2/26/2021	6/26/2021	10/24/2021	3/30/21 / Marquez, Maricar & Jose	4/5/2021 (120%)	2	8/12/2021	A-78940153	August 12, 2031		1.08 (120%)	11/30/2021
503 F3/F3(R)	2/26/2021	6/26/2021	10/24/2021	3/21/21 / Hernandez, Archiebald & Jennyl	3/12/2021 (120%)	3	8/25/2021	A-79070299	August 25, 2031		1.08 (120%)	11/30/2021
504 C2/C2(R)	2/26/2021	6/26/2021	10/24/2021	3/29/21 / Gabriel, Bryson and Kadee	3/29/2021 (120%)	4	8/18/2021	A-79000253	August 18, 2031		1.00 (120%)	11/30/2021
505 D1/D1(R)	2/26/2021	6/26/2021	10/24/2021	4/5/21 / Haney, Warren & Glomalou	3/23/2021 (120%)	4	8/13/2021	A-78950654	August 13, 2031		1.00 (120%)	11/30/2021
506 C1/C1(R)	2/26/2021	6/26/2021	10/24/2021	4/5/21 / Rita, Loriyn & Quentin	3/18/2021 (120%)	2	8/12/2021	A-78940167	August 12, 2031		1.00 (120%)	11/30/2021
507 D1/D1(R)	2/26/2021	6/26/2021	10/24/2021	7/16/21 / Moreau, Alyssa et al.	6/30/21 (140%)	2	8/19/2021	A-79010176	August 19, 2031		1.00 (120%)	11/30/2021

**Kaikoi at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

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		<140% 120 Days + 1 Day										
508 D1/D1(R)	2/26/2021	6/26/2021	10/24/2021	3/30/21 / Rabanal, Dennis	3/30/2021 (120%)	2	9/9/2021	A-79220116	September 9, 2031		1.00 (120%)	11/30/2021
509 C2/C2(R)	2/26/2021	6/26/2021	10/24/2021	3/23/21 / Mariano, Joyce, et al.	3/18/2021 (120%)	3	8/27/2021	A-79090286	August 27, 2031		1.00 (120%)	11/30/2021
613 E1/E1(R)	5/20/2021	9/17/2021	1/15/2022	6/25/21 / Luecke, Chadesev & Lopaka	6/18/2021 (120%)	3	12/30/2021	A-80340159	December 30, 2031		1.44 (120%)	2/7/2022
614 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	6/25/21 / Manuel, Guillermo & Grace	6/15/2021 (120%)	3	12/30/2021	A-80340167	December 30, 2031		1.00 (120%)	2/7/2022
615 C1/C1(R)	5/20/2021	9/17/2021	1/15/2022	9/8/21 / Soto, Bryson & Lehua	9/7/2021 (120%)	4	12/16/2021	A-80200273	December 16, 2031		1.00 (120%)	2/7/2022
616 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	1/5/2022 / Bartiana, Michael & Johanney	1/18/2022 (140%)	4	2/10/2022	A-80760143	February 10, 2032		1.00 (120%)	5/18/2022
617 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	8/18/21 / Dela Cruz III, Alberto et al.	8/18/21 (120%)	3	12/23/2021	A-80270283	December 23, 2031		1.00 (120%)	2/7/2022
618 E1/E1(R)	5/20/2021	9/17/2021	1/15/2022	6/23/21 / Nary, John	6/9/2021 (120%)	3	12/16/2021	A-80200268	December 16, 2031		1.44 (120%)	2/7/2022
619 E1/E1(R)	5/20/2021	9/17/2021	1/15/2022	6/21/21 / Fernandez, Stephen	6/17/2021 (120%)	3	1/7/2022	A-80420229	January 7, 2032		1.44 (120%)	5/18/2022
620 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	6/23/21 / Saiki, Riley et al.	6/22/21 (120%)	2	12/29/2021	A-80330233	December 29, 2031		1.00 (120%)	2/7/2022
621 C1/C1(R)	5/20/2021	9/17/2021	1/15/2022	6/15/21 / Keawe, Nikki & Aaron-Alexio	6/9/2021 (120%)	5	1/21/2022	A-80560658	January 21, 2032		1.00 (120%)	5/18/2022
622 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	9/28/21 / Kawa'auhau, Austin & Brianna	9/23/21 (140%)	4	1/12/2022	A-80470361	January 12, 2032		1.00 (120%)	5/18/2022
623 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	7/9/21 / Nielson, Jared et al.	6/25/21 (120%)	2	12/17/2021	A-80210113	December 17, 2031		1.00 (120%)	2/7/2022
624 E1/E1(R)	5/20/2021	9/17/2021	1/15/2022	7/6/21 / Mokulehua, Preston et al.	6/14/2021 (120%)	7	12/22/2021	A-80260516 A-79900148 / A- 80170321 (Correction)	December 22, 2031		1.44 (120%)	2/7/2022
701 F3/F3(R)	5/20/2021	9/17/2021	1/15/2022	7/6/21 / Hamada, Brandon & Jinky	6/18/2021 (120%)	3	11/16/2021		November 16, 2031		1.08 (120%)	2/7/2022
702 F1	5/20/2021	9/17/2021	1/15/2022	7/6/21 / Reyes, Ruperto and Josephine	6/17/2021 (120%)	3	12/7/2021	A-80110211	December 7, 2031		1.08 (120%)	2/7/2022
703 F2/F2(R)	5/20/2021	9/17/2021	1/15/2022	8/23/21 / Basangyan, Maverick	8/24/2021 (120%)	5	11/30/2021	A-80040277	November 30, 2031		1.08 (120%)	2/7/2022
704 C2/C2(R)	5/20/2021	9/17/2021	1/15/2022	7/13/21 / Tagatac, Dennis & Rose	7/9/2021 (120%)	3	11/24/2021	A-79980388	November 24, 2031		1.00 (120%)	2/7/2022
705 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	7/12/21 / Rivera, Natasha	6/9/21 & 7/15/21 (120%)	3	12/15/2021	A-80190171	December 15, 2031		1.00 (120%)	2/7/2022
706 C1/C1(R)	5/20/2021	9/17/2021	1/15/2022	6/21/21 / Suiso, Hana	6/18/2021 (120%)	2	11/23/2021	A-79970164	November 23, 2031		1.00 (120%)	2/7/2022
707 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	6/21/21 / Adams IV, Keith et al.	6/9/2021 (120%)	2	11/24/2021	A-79980188	November 24, 2031		1.00 (120%)	2/7/2022
708 D1/D1(R)	5/20/2021	9/17/2021	1/15/2022	8/26/21 / Santos, Sheri	8/17/21 & 10/14/21 (120%)	3	11/24/2021	A-79980196	November 24, 2031		1.00 (120%)	2/7/2022
709 C2/C2(R)	5/20/2021	9/17/2021	1/15/2022	10/25/21 / Hee, Tyrah, et al.	10/27/21 (140%)	3	12/10/2021	A-80140250	December 10, 2031		1.00 (120%)	2/7/2022
801 F3/F3(R)	3/4/2022	7/2/2022	10/30/2022	7/27/22 / Villarreal, Miguel & Damo, Rea	7/27/2022 (140%)	2	8/26/2022	A-82730014	August 26, 2032		1.08 (120%)	12/20/2022
802 F4/F4(R)	3/4/2022	7/2/2022	10/30/2022	8/6/22 / Ribao, Rodil & Elizabeth	8/11/2022 (140%)	2	9/15/2022	A-82930269	September 15, 2032		1.08 (120%)	12/20/2022

**Kaikoi at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

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		<140% 120 Days + 1 Day										
803 F1	3/4/2022	7/2/2022	10/30/2022	4/5/22 / Okuma, Michaela M.	3/23/2022 (120%)	3	7/27/2022	A-82430252	July 27, 2032		1.08 (120%)	12/20/2022
804 F2/F2(R)	3/4/2022	7/2/2022	10/30/2022	4/11/22 / Voravongsa, Crystal & Scott	4/8/2022 (120%)	3	8/15/2022	A-82620088	August 15, 2032		1.08 (120%)	12/20/2022
805 C2/C2(R)	3/4/2022	7/2/2022	10/30/2022	4/5/22 / Guira, Jinele & Alpino, Brian	3/22/2022 (120%)	4	8/15/2022	A-82620113	August 15, 2032		1.00 (120%)	12/20/2022
806 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	4/6/22 / Moran, Kevin & Matthew (Original); Yamane (Resale)	4/1/2022 (120%)	2	7/27/2022	A-82430257	July 27, 2032		1.00 (120%)	12/20/2022
807 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	4/5/22 / Collado, Ferdinand & Miguel, Luana	4/8/2022 (120%)	3	7/27/2022	A-82430262	July 27, 2032		1.00 (120%)	12/20/2022
808 C1/C1(R)	3/4/2022	7/2/2022	10/30/2022	4/19/22 / Hashigami, Yoshitaro & Yukari & Yuka	4/12/2022 (120%)	3	7/27/2022	A-82430267	July 27, 2032		1.00 (120%)	12/20/2022
809 C1/C1(R)	3/4/2022	7/2/2022	10/30/2022	5/25/22 / Manoa, Jorell & Leilani	7/7/2022 (140%)	3	7/28/2022	A-82440200	July 28, 2032		1.00 (120%)	12/20/2022
810 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	6/17/22 / Thomas, Andre K.	6/13/2022 & 6/23/2022 (120%)	4	8/12/2022	A-82590035	August 12, 2032		1.00 (120%)	12/20/2022
811 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	4/11/22 / Malasig, Lori & Ray	4/8/2022 (120%)	4	7/27/2022	A-82430272	July 27, 2032		1.00 (120%)	12/20/2022
812 C2/C2(R)	3/4/2022	7/2/2022	10/30/2022	7/20/22 / Lagura, Aquilino & Gante-Enanoria, Chelsie	7/29/2022 & 8/4/2022 (140%)	2	8/25/2022	A-82720100	August 25, 2032		1.00 (120%)	12/20/2022
913 E1/E1(R)	3/4/2022	7/2/2022	10/30/2022	4/13/22 / Jugueta, Leanna & Kristoffer	4/8/2022 (120%)	3	8/1/2022	A-82480102	August 1, 2032		1.44 (120%)	12/20/2022
914 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	4/12/22 / Pettengill, James & Roselyn	3/24/2022 (120%)	3	7/22/2022	A-82380336	July 22, 2032		1.00 (120%)	12/20/2022
915 C1/C1(R)	3/4/2022	7/2/2022	10/30/2022	4/27/22 / Gouveia, Sean C.	6/15/2022 & 6/28/2022 (120%)	5	6/30/2022	A-82160100	June 30, 2032		1.00 (120%)	12/20/2022
916 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	4/12/22 / Platt, Brandi & Micah	4/5/2022 (120%)	4	6/30/2022	A-82160119	June 30, 2032		1.00 (120%)	12/20/2022
917 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	6/14/22 / Tabios, Bronson S.	6/6/2022 (120%)	3	7/22/2022	A-82380328	July 22, 2032		1.00 (120%)	12/20/2022
918 E1/E1(R)	3/4/2022	7/2/2022	10/30/2022	4/26/22 / Quebatay, Chanston K.K.	4/27/2022 (120%)	5	6/30/2022	A-82160125	June 30, 2032		1.44 (120%)	12/20/2022
919 E1/E1(R)	3/4/2022	7/2/2022	10/30/2022	4/5/22 / Fangon, Glenn & Marlene	3/24/2022 (120%)	7	7/20/2022	A-82360349	July 20, 2032		1.44 (120%)	12/20/2022
920 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	5/10/22 / Bonzo, Aileen & Acob, Marc	5/11/2022 (120%)	2	8/1/2022	A-82480178	August 1, 2032		1.00 (120%)	12/20/2022
921 C1/C1(R)	3/4/2022	7/2/2022	10/30/2022	3/23/22 / Agtarap- Benigno, Javin & Sabado, Andrea	3/24/2022 (120%)	4	6/29/2022	A-82150203	June 29, 2032		1.00 (120%)	12/20/2022
922 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	4/5/22 / De Leon, Rachel Ann & Baxa, Raymond	4/1/2022 (120%)	4	7/21/2022	A-82370162	July 21, 2032		1.00 (120%)	12/20/2022
923 D1/D1(R)	3/4/2022	7/2/2022	10/30/2022	4/15/22 / Javellana, Robert & Beneby	4/11/2022 (120%)	2	6/29/2022	A-82150182	June 29, 2032		1.00 (120%)	12/20/2022
924 E1/E1(R)	3/4/2022	7/2/2022	10/30/2022	4/7/22 / Abida, Mark & Yvonne	3/23/2022 (120%)	4	6/29/2022	A-82150208	June 29, 2032		1.44 (120%)	12/20/2022

**Kaikoi at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. Unit Type	<120% Release Date	Income Target Group Step Up Period(s)	General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
		<140% 120 Days + 1 Day										
1001 F2/F2(R)	11/25/2021	3/25/2022	7/23/2022	12/21/21 / Pa'akaula, Javin & Kamahole, Siouxie-Ann	12/20/2021 (120%)	2	5/17/2022	A-81720355	May 17, 2032		1.08 (120%)	12/20/2022
1002 F1	11/25/2021	3/25/2022	7/23/2022	2/3/22 / Bartolotti, Misty J.	2/7/2022 (120%)	3	5/12/2022	A-81670365	May 12, 2032		1.08 (120%)	12/20/2022
1003 F4/F4(R)	11/25/2021	3/25/2022	7/23/2022	12/30/21 / Faaumu, Darlene & Howard, Glen	1/4/2022 (120%)	2	5/18/2022	A-81730273	May 18, 2032		1.08 (120%)	12/20/2022
1004 F3/F3(R)	11/25/2021	3/25/2022	7/23/2022	12/21/21 / Sorino, Brysen & Barrientos, Elham	12/10/2021 (120%)	4	5/20/2022	A-81750463	May 20, 2032		1.08 (120%)	12/20/2022
1005 C2/C2(R)	11/25/2021	3/25/2022	7/23/2022	12/21/21 / Marzan, Francisco & Leeann	12/15/2021 (120%)	3	5/18/2022	A-81730311	May 18, 2032		1.00 (120%)	12/20/2022
1006 D1/D1(R)	11/25/2021	3/25/2022	7/23/2022	2/22/22 / Ishii, Lauren & Carol	2/25/2022 (120%)	2	4/28/2022	A-81530190	April 28, 2032		1.00 (120%)	12/20/2022
1007 D1/D1(R)	11/25/2021	3/25/2022	7/23/2022	4/26/22 / Teves, Stephanie	5/6/2022 (140%)	2	6/9/2022	A-81950451	June 9, 2032		1.00 (120%)	12/20/2022
1008 C1/C1(R)	11/25/2021	3/25/2022	7/23/2022	2/22/22 / Keuma- Tolentino, Corrine & Tolentino, Charmelan	2/25/2022 (120%)	2	5/20/2022	A-81750438	May 20, 2032		1.00 (120%)	12/20/2022
1009 C1/C1(R)	11/25/2021	3/25/2022	7/23/2022	2/10/22 / Luke, Tasha Fumiko	2/2/2022 (120%)	2	4/29/2022	A-81540238	April 29, 2032		1.00 (120%)	12/20/2022
1010 D1/D1(R)	11/25/2021	3/25/2022	7/23/2022	2/8/22 / McMillan, Alyssa Kauai	2/3/2022 (120%)	2	4/29/2022	A-81540233	April 29, 2032		1.00 (120%)	12/20/2022
1011 D1/D1(R)	11/25/2021	3/25/2022	7/23/2022	2/9/22 / Amigo, Derrick & Tapat, Racquel	2/9/2022 (120%)	4	5/31/2022	A-81860441	May 31, 2032		1.00 (120%)	12/20/2022
1012 C2/C2(R)	11/25/2021	3/25/2022	7/23/2022	2/9/22 / Abiva, Brandon A. & Cloey E.	2/14/2022 (120%)	4	5/12/2022	A-81670414	May 12, 2032		1.00 (120%)	12/20/2022
1101 F2/F2(R)	11/5/2021	3/5/2022	7/3/2022	12/30/21 / Cezar, Brandon & Gena	1/27/2022 (120%)	3	3/23/2022	A-81170241	March 23, 2032		1.08 (120%)	5/18/2022
1102 F1	11/5/2021	3/5/2022	7/3/2022	1/13/2022 / Cereleja, Lloyd & Gail	1/7/2022 (120%)	3	3/15/2022	A-81090169	March 15, 2032		1.08 (120%)	5/18/2022
1103 F4/F4(R)	11/5/2021	3/5/2022	7/3/2022	11/24/2021 / Miller, Devon	12/6/2021 (120%)	2	3/23/2022	A-81170256	March 23, 2032		1.08 (120%)	5/18/2022
1104 F3/F3(R)	11/5/2021	3/5/2022	7/3/2022	11/24/2021 / Hina, Dane	12/3/2021 (120%)	2	3/30/2022	A-81240328	March 30, 2032		1.08 (120%)	5/18/2022
1105 C2/C2(R)	11/5/2021	3/5/2022	7/3/2022	1/6/2022 / Cajimat, Jayne & Miyataki, M.	1/4/2022 (120%)	3	3/24/2022	A-81180268	March 24, 2032		1.00 (120%)	5/18/2022
1106 D1/D1(R)	11/5/2021	3/5/2022	7/3/2022	11/22/2021 / Ragil, Shawnee & Atreyu	12/2/2021 (120%)	2	3/31/2022	A-81250345	March 31, 2032		1.00 (120%)	5/18/2022
1107 D1/D1(R)	11/5/2021	3/5/2022	7/3/2022	12/6/2021 / Noji, Keri-Ann	12/3/2021 (120%)	2	3/18/2022	A-81120246 / A- 81680312 (Correction)	March 18, 2032		1.00 (120%)	5/18/2022
1108 C1/C1(R)	11/5/2021	3/5/2022	7/3/2022	11/24/2021 / Kogake, Juliana	12/9/2021 (120%)	2	3/24/2022	A-81180249	March 24, 2032		1.00 (120%)	5/18/2022
1109 C1/C1(R)	11/5/2021	3/5/2022	7/3/2022	1/10/2022 / Worrell, Matthew & Bea	1/24/2022 (120%)	2	3/23/2022	A-81170272	March 23, 2032		1.00 (120%)	5/18/2022
1110 D1/D1(R)	11/5/2021	3/5/2022	7/3/2022	2/21/2022 / Ichimura, Erin S.	2/22/2022 (120%)	1	3/31/2022	A-81250329	March 31, 2032		1.00 (120%)	5/18/2022
1111 D1/D1(R)	11/5/2021	3/5/2022	7/3/2022	1/10/2022 / De Vera, Gabe & Trinidad, May	1/11/2022 (120%)	3	3/31/2022	A-81250364	March 31, 2032		1.00 (120%)	5/18/2022

**Kaikoi at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. Unit Type	<120% Release Date	Income Target Group Step Up Period(s)	General Public Offering Period Commences	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
		<140% 120 Days + 1 Day										
1112 C2/C2(R)	11/5/2021	3/5/2022	7/3/2022	11/22/2021 / Vallesteros, Jaren & Joanson	11/29/2021 (120%)	2	3/31/2022	A-81250352	March 31, 2032		1.00 (120%)	5/18/2022
1201 F2/F2(R)	11/5/2021	3/5/2022	7/3/2022	11/29/2021 / Manumua, Viliani & Faapo	11/23/21 & 12/1/21 (120%)	4	3/24/2022	A-81180254	March 24, 2032		1.08 (120%)	5/18/2022
1202 F1	11/5/2021	3/5/2022	7/3/2022	12/12/2021 / D'Araujo, Jonathan	12/15/2021 (120%)	2	3/24/2022	A-81180259	March 24, 2032		1.08 (120%)	5/18/2022
1203 F3/F3(R)	11/5/2021	3/5/2022	7/3/2022	1/10/2022 / Labtis, Chervy & Jenievalyn	1/7/2022 (120%)	5	3/30/2022	A-81240338	March 30, 2032		1.08 (120%)	5/18/2022
1204 C2/C2(R)	11/5/2021	3/5/2022	7/3/2022	11/22/21 / Francisco, Vivian & Gonzales, Mario	12/6/2021 (120%)	3	4/5/2022	A-81300200	April 5, 2032		1.00 (120%)	5/18/2022
1205 D1/D1(R)	11/5/2021	3/5/2022	7/3/2022	2/9/2022 / Viloria, Lillian	2/2/2022 (120%)	2	3/29/2022	A-81230330	March 29, 2032		1.00 (120%)	5/18/2022
1206 C1/C1(R)	11/5/2021	3/5/2022	7/3/2022	2/28/2022 / Tai See, Allison & Barit, Ryan	3/9/2022 (120%)	2	3/31/2022	A-81250334	March 31, 2032		1.00 (120%)	5/18/2022
1207 D1/D1(R)	11/5/2021	3/5/2022	7/3/2022	2/25/2022 / Cabanatuan, B. & Maruyama, E.	2/22/2022 (120%)	2	3/31/2022	A-81250340	March 31, 2032		1.00 (120%)	5/18/2022
1208 D1/D1(R)	11/5/2021	3/5/2022	7/3/2022	12/6/2021 / Puzon, Katrina	11/24/2021 (120%)	2	3/31/2022	A-81250357	March 31, 2032		1.00 (120%)	5/18/2022
1209 C2/C2(R)	11/5/2021	3/5/2022	7/3/2022	12/6/2021 / Ju, Christopher	12/6/2021 & 3/4/2022 (120%)	2	3/23/2022	A-81170277	March 23, 2032		1.00 (120%)	5/18/2022
1301 F2/F2(R)	11/25/2021	3/25/2022	7/23/2022	2/10/22 / Macapagal, Rene & Lenny	2/4/2022 (120%)	2	4/8/2022	A-81330370	April 8, 2032		1.08 (120%)	12/20/2022
1302 F1	11/25/2021	3/25/2022	7/23/2022	12/21/21 / Gekas, Apostolos & Elizabeth	1/5/2022 (120%)	4	4/20/2022	A-81450538	April 20, 2032		1.08 (120%)	12/20/2022
1303 F3/F3(R)	11/25/2021	3/25/2022	7/23/2022	12/21/21 / Madrid, Jamesson & Tori	12/9/2021 (120%)	4	4/14/2022	A-81390163	April 14, 2032		1.08 (120%)	12/20/2022
1304 C2/C2(R)	11/25/2021	3/25/2022	7/23/2022	12/9/2021 / Taborda, Italo & Clarissa	2/11/2022 & 12/15/2021 (120%)	4	3/30/2022	A-81240333	March 30, 2032		1.00 (120%)	5/18/2022
1305 D1/D1(R)	11/25/2021	3/25/2022	7/23/2022	12/26/2021 / Ramos, Larry & Thea	1/3/2022 & 12/15/2021 (120%)	2	3/30/2022	A-81240323	March 30, 2032		1.00 (120%)	5/18/2022
1306 D1/D1(R)	11/25/2021	3/25/2022	7/23/2022	2/8/22 / Renteria, Mariah H.	4/4/2022 (140%)	1	5/12/2022	A-81670382	May 12, 2032		1.00 (120%)	12/20/2022
1307 C1/C1(R)	11/25/2021	3/25/2022	7/23/2022	4/5/22 / Layugan, Ma & Mike	5/6/2022 (140%)	3	5/31/2022	A-81860318	May 31, 2032		1.00 (120%)	12/20/2022
1308 D1/D1(R)	11/25/2021	3/25/2022	7/23/2022	4/5/22 / Kakigi, Sean Takashi	4/4/2022 (140%)	1	4/29/2022	A-81540277	April 29, 2032		1.00 (120%)	12/20/2022
1309 C2/C2(R)	11/25/2021	3/25/2022	7/23/2022	12/21/2021 / Cady, Denise	12/15/2021 (120%)	2	3/31/2022	A-81250370	March 31, 2032		1.00 (120%)	5/18/2022
1413 E1/E1(R)	6/4/2022	10/2/2022	1/30/2023	8/15/22 / Sacatropez, Joanna & Lunceford- Sacatropez, Suavecito	8/24/2022 (120%)	4	10/3/2022	A-83110345	October 3, 2032		1.44 (120%)	12/20/2022
1414 D1/D1(R)	6/4/2022	10/2/2022	1/30/2023	8/26/22 / Mar, Pookela A.	8/11/2022 (120%)	3	9/29/2022	A-83070343	September 29, 2032		1.00 (120%)	12/20/2022
1415 D1/D1(R)	6/4/2022	10/2/2022	1/30/2023	8/26/22 / Co, Christopher & Cruz, Lauren	8/22/22 (120%)	2	10/3/2022	A-83110329	October 3, 2032		1.00 (120%)	12/20/2022
1416 C1/C1(R)	6/4/2022	10/2/2022	1/30/2023	7/18/2022 / Faletoese, Heperona & Mihato	7/27/2022 & 10/12/2022 (120%)	5	11/9/2022	A-83480205	November 9, 2032		1.00 (120%)	12/20/2022



**Kaikoi at Ho'opili Affordable Units  
D.R. Horton Hawaii LLC**

Unit No. Unit Type	<120% Release Date	Income Target Group Step Up Period(s)	General Public Offering Period Commences 120 Days + 1 Day	Fully Executed Contract Date / Buyer's Name	Date Affordable Buyer Qualified by DPP (Buyer Income %)	HH Size	Recording Date	Document No.	Date Affordable Credit Earned	Date Affordable Credit Awarded by DPP	Affordable Housing Credit (Affordable Housing Credit Type Awarded)	Date letter sent to DPP Re: Conveyance
		<140% 120 Days + 1 Day										
1417 D1/D1(R)	6/4/2022	10/2/2022	1/30/2023	7/1/22 / Ilae, Seth K.	7/15/2022 (120%)	5	9/9/2022	A-82870180	September 9, 2032		1.00 (120%)	12/20/2022
1418 E1/E1(R)	6/4/2022	10/2/2022	1/30/2023	7/27/22 / Guevarra, Catherine & Randolph	7/29/2022 (120%)	6	9/22/2022	A-83001051	September 22, 2032		1.44 (120%)	12/20/2022
1419 E1/E1(R)	6/4/2022	10/2/2022	1/30/2023	7/18/22 / Ishizuka, Rachel & Koanui, Carter	7/5/2022 (120%)	3	9/6/2022	A-82840278	September 6, 2032		1.44 (120%)	12/20/2022
1420 D1/D1(R)	6/4/2022	10/2/2022	1/30/2023	6/20/22 / Townsend, Noah & Cherie	7/20/2022 (120%)	3	10/7/2022	A-83150314	October 7, 2032		1.00 (120%)	12/20/2022
1421 D1/D1(R)	6/4/2022	10/2/2022	1/30/2023	6/27/22 / Gabrillo, Diane & Aquiati, Bryson	6/28/2022 (120%)	2	9/19/2022	A-82970137	September 19, 2032		1.00 (120%)	12/20/2022
1422 C1/C1(R)	6/4/2022	10/2/2022	1/30/2023	6/27/22 / Lagmay, Joshua & Bueno, Ethelstein	6/22/2022 (120%)	5	9/22/2022	A-83001039	September 22, 2032		1.00 (120%)	12/20/2022
1423 D1/D1(R)	6/4/2022	10/2/2022	1/30/2023	7/15/2022 / Buckley, Dominique B.	8/11/2022 (120%)	2	10/28/2022	A-83360198	October 28, 2032		1.00 (120%)	12/20/2022
1424 E1/E1(R)	6/4/2022	10/2/2022	1/30/2023	6/27/22 / Buck, Kaleo & Prestoza, Cassandra	6/17/2022 (120%)	4	10/4/2022	A-83120029	October 4, 2032		1.44 (120%)	12/20/2022

Total Affordable Credits Reported to County (to date): 161.20  
 Anticipated Affordable Credits for Kaikoi: 161.20  
 Remaining Affordable Credits to be Produced: 0.00

Unit Type C1/C1(R) (2 BR/1.5 Bath) = 1.0 Affordable Housing Credits  
 Unit Type C2/C2(R) (2 BR/1.5 Bath) = 1.0 Affordable Housing Credits  
 Unit Type D1/D1(R) (2 BR/1.5 Bath) = 1.0 Affordable Housing Credits  
 Unit Type E1/E1(R) (3 BR /2 Bath) = 1.44 Affordable Housing Credits

Unit Type F1 (2 BR/2 Bath) = 1.08 Affordable Housing Credits  
 Unit Type F2/F2(R) (2 BR/2 Bath) = 1.08 Affordable Housing Credits  
 Unit Type F3/F3(R) (2 BR/2 Bath) = 1.08 Affordable Housing Credits  
 Unit Type F4/F4(R) (2 BR/2 Bath) = 1.08 Affordable Housing Credits

EXHIBIT 4  
DEPARTMENT OF PLANNING AND PERMITTING  
KA 'OIHANA HO'OLĀLĀ A ME NĀ PALAPALA 'AE  
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813  
PHONE: (808) 768-8000 • FAX: (808) 768-6041 • WEBSITE: honolulu.gov/dpp

RICK BLANGIARDI  
MAYOR  
MEIA



DAWN TAKEUCHI APUNA  
DIRECTOR  
PO'O

JIRO A. SUMADA  
DEPUTY DIRECTOR  
HOPE PO'O

December 29, 2023

2023/ELOG-2232(as)  
2505171

Dennis M. Lombardi, Esq.  
Case Lombardi and Pettit  
Pacific Guardian Center, Mauka Tower  
737 Bishop Street, Suite 2600  
Honolulu, Hawaii 96813-3283

Dear Mr. Lombardi:

This is in response to your letter dated December 6, 2023, requesting our review and approval of the updated Ho'opili Affordable Housing (AH) Plan Implementation Schedule for Initial Residential Communities through Phase 13 ("Schedule"). The Schedule shows 69.30 units from Pohakala at Mehana have been applied to Mōlehu at Ho'opili to reduce Ho'opili's overall AH obligation at the 120 percent Area Median Income group:

The Schedule dated December 1, 2023, replaces the Schedule dated August 31, 2021, and is now included as part of the file.

Should you have any questions, please contact Lin Wong, of our staff, at (808) 768-8018.

Very truly yours,

A handwritten signature in black ink that reads "Dina L.T. Wong".

Dina L.T. Wong  
Planning Division Chief

DLTW:tc

**CASE LOMBARDI**  
A LAW CORPORATION

David G. Brittin  
Lisa K. Broulik  
Michelle J. Chapman  
Matthew A. Cohen  
Stacey W.E. Foy  
Noah H. Gibson

Adelbert Green  
Michael L. Lam  
Dennis M. Lombardi†  
Jon M.H. Pang  
Lauren R. Sharkey  
Mark G. Valencia

PACIFIC GUARDIAN CENTER, MAUKA TOWER  
737 BISHOP STREET, SUITE 2600  
HONOLULU, HAWAII 96813-3283

Ka'onohiokala J. Aukai IV  
Laura M. Essenberg  
Madlaine N. Farmer  
Kenneth V. Go  
Samuel W. King II  
James W. Rooney  
Steven E. Tom

TELEPHONE: (808) 547-5400  
FACSIMILE: (808) 523-1888  
E-mail: [info@caselombardi.com](mailto:info@caselombardi.com)  
<http://www.caselombardi.com>

Of Counsel  
Gregory M. Hansen  
Michael R. Marsh  
Frederick W. Rohlfing III

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

December 6, 2023

Ms. Dawn Takeuchi Apuna, Director  
Department of Planning and Permitting  
City and County of Honolulu  
650 South King Street, 7<sup>th</sup> Floor  
Honolulu, Hawaii 96813

**US Mail and Email**

Attention: Mr. Jiro A. Sumada, Ms. Lin Wong and Ms. Adrian Siu-Li

Re: Ho'opili Plan for Satisfying the Affordable Housing Condition &  
Implementation Schedule; and  
Ho'opili Affordable Housing Plan Implementation Schedule for Initial  
Residential Communities thru Phase 13

Dear Ms. Takeuchi Apuna:

Pursuant to our discussions with the Department, we submit on behalf of D.R. Horton Hawaii LLC ("DRH") for the Department's review and approval an update to the detailed Ho'opili Affordable Housing Plan Implementation Schedule for Initial Residential Communities Thru Phase 13 ("Ho'opili Detailed Implementation Schedule"). This schedule is an attachment to the approved Ho'opili Plan for Satisfying the Affordable Housing Condition & Implementation Schedule, with revised date of December 22, 2020 ("Hoopili Affordable Housing Plan"). The updated schedule is attached.

In accordance with the Department's letter dated March 24, 2023, we have modified the allocation of affordable credits for Haloa at Ho'opili as well as applied the transferred credits from Pohakala at Mehana, all as shown in the attached updated schedule. For convenience, we have attached a duplicate schedule where we have highlighted cells to reflect where modifications have been made. Generally these modifications have been made to note the status of completion of various communities and to provide names for upcoming planned or in progress communities.

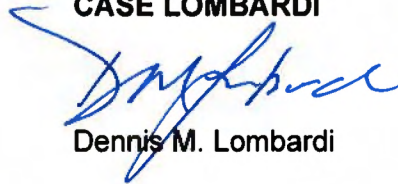
We would appreciate the Department's acknowledgement of its receipt of the updated Ho'opili Detailed Implementation Schedule, which should be substituted for the prior Ho'opili Detailed Implementation Schedule approved September 15, 2021. We will also appreciate receiving the Department's written approval of this amendment to the Ho'opili Affordable Housing Plan to incorporate this revised schedule. Thank you in advance for your effort and attention to this matter.

Department of Planning and Permitting  
City and County of Honolulu  
December 6, 2023  
Page 2

Should you have any questions regarding this matter, we are available at your convenience.

Very truly yours,

**CASE LOMBARDI**



Dennis M. Lombardi

DML/ms

Encl.

cc: D.R. Horton Hawaii LLC (w/encl.)  
22594/289/3994571.1



<sup>1</sup>Anticipated Credits Earned/Planned for "Planned" DPP Phases are based on an average credit factor of 1.18 per planned affordable unit until such time as the development phase is designed and implemented, except where it is indicated that Previously Earned Credits are to be applied to a designated community in Hoopili. Anticipated Credits Earned/Planned for designed and implemented DPP Phases are based the credit factors applicable to the specific affordably designated unit types planned to be delivered. The estimated range for delivery of 80% Affordable Equivalent Units may vary depending on market conditions and consumer demand. The estimated deliveries are approximate only and are subject to specific phasing submittals and will vary depending on the number of units actually built. Earned 80% Affordable Equivalent Units may be applied at the direction of the Developer in satisfaction of Developer's delivery obligation for 81% - 120% Affordable Equivalent Units.

<sup>2</sup>Excess Affordable Equivalent Units earned at Pohakala at Mehana approved by DPP per letter dated March 24, 2023, applied to Hoopili -.

<sup>3</sup>Kulia is entitled to 3x enhancement credits for rentals targeted at less than 60% AMI and a commitment of units as affordable rentals for a minimum of 30 years. The rental commitment term may be extended for the units and permit the units to be eligible for a new award of credits (i) based on an extended ten (10) year affordable housing restriction or (ii) for the equivalent number of Enhancement Credits based on an extended thirty (30) year affordable restriction period.

<sup>4</sup>Kohina and Other TOD Parcels. Each unit of any portion of Kohina or other TOD Parcel that has not been issued a building permit at the time the TOD Plan is adopted will qualify for the affordable housing factor set out in the "Factor Table For Transit Oriented Developments" in Section 2-6 of the Affordable Housing Rules (see "TOD Factor Table" below).

<sup>5</sup> Developer's Affordable Housing Obligation under the Ordinance will be reduced in respect of each Development Parcel conveyed by the Developer to any Other Developer, the obligation for the conveyed Development Parcel shall run with the land of such Development Parcel and the remainder of the Project lands shall be released from the Required Affordable Housing Delivery Obligation in respect of such Development Parcel upon its conveyance. The purchaser of any such Development Parcel will be required to enter a separate AHPA.

<sup>6</sup> 200 ≤ 80% Affordable Housing credits applied from Honolulu LLC to Hoopili approved by DPP per letter dated December 10, 2020 and 227 ≤ 80% Affordable Housing credits applied from Gentry Homes Ltd. to Hoopili approved by DPP per letter dated December 10, 2020.

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

Factor Table for Transit Oriented Developments								
TYPE	0-BR/ 1-BA	1-BR/ 1-BA	2-BR/ 1-BA	2BR/ 1.5BA	2BR/ 2-BA	3-BR/ 1.5-BA	3-BR/ 2-BA	3+BR/ 2+BA
FACTOR	0.86	1.12	1.34	1.5	1.66	1.82	2.06	2.38

12/1/2023

	A	B	C	D	E	F	G	H	I	J	K	L	M	N	O	S	T	U	
1																			
2																			
3	<b>Ho'opili Affordable Housing Plan Implementation Schedule</b>																		
4	<b>for initial Residential Communities Thru Phase 13</b>																		
5	<b>(December 1, 2023, as attachment to Affordable Implementation Plan Dated December 22, 2020; Subject to Revision)</b>																		
6																			
7																			
8	DRH Phase	Parcel	Name	Zoning	Completed/ Ongoing/ Planned	Market/ Affordable	Unit Type SF/MF/AR	Residential Units		Cumulative Units		Credits Earned/Planned <sup>1</sup>				Est. Delivery Year	Comments		
9					Completed			Total	Affordable	Total	Affordable	80%	Rental 80%	81-120%	Total				
10	<b>Applied Credits</b>				Completed							427.00		69.30	69.30			Credits Applied from Pohakala at Mehana (approved 3/24/23) <sup>2</sup> Credits Applied per County Approval dated 12/10/20 <sup>6</sup>	
11	<b>Completed Communities</b>																		
12	1	1	Ha'akea	R-3.5	Completed	M	SF	103		103	0				0.00				
13	1	2	Haloa	AMX-2	Completed	M/A	MF	140	84	243	84	79.52		20.32	99.84				
14	1	4	Lehua	R-3.5	Completed	M	SF	48		291	84				0.00				
15	3	5	Iliahi	R-3.5	Completed	M	SF	76		367	84				0.00				
16	3	6	Iliahi	R-3.5	Completed	M	SF	82		449	84				0.00				
17	3	7	Akoko	A-2	Completed	M/A	MF	124	48	573	132	56.64			56.64				
18	4	8	Ho'oulu	R-3.5	Completed	M	SF	68		641	132								
19	4	9	Aulu	R-3.5	Completed	M	SF	84		725	132				0.00				
20	4	10	Kulia	A-2	Completed	A	AR	120	119	845	251		344.64	0.00	344.64			30-year rentals - TOD <sup>3</sup> / one unit held for resident manager.	
21	6	11	Liko	R-3.5/TOD	Completed	M	SF	47	0	892	251				0.00				
22	6	12	Hinahina	AMX-2/TOD	Completed	M	MF	88	0	980	251				0.00				
23	2	13A,22,33	Element	BMX-3/TOD	Completed	M	MF	0	0	980	251				0.00			Alakai - separate AHPA with City (318 units) - Excluded from Ho'opili <sup>5</sup>	
24	6	15	Kohina Ph 2 <sup>4</sup>	AMX-2/TOD	Completed	M	MF	116	0	1096	251	116.00			116.00			Application of portion of 427 <80% credits [See Line 2] <sup>6</sup>	
25	4	16	Ilima	A-2/TOD	Completed	M/A	MF	76	28	1172	279			32.64	32.64				
26	4	17	Olena	R-3.5/TOD	Completed	M	SF	32	0	1204	279				0.00				
27	5	18	Kaikea	AMX-2/TOD	Completed	M	MF	127	0	1331	279	127.00		0.00	127.00			Excludes commercial condos. Application of portion of 427 <80% credits [See Line 2] <sup>6</sup>	
28	5	19/26	Kaikoi	AMX-2/TOD	Completed	M/A	MF	205	150	1536	429			161.20	161.20				
29	2	20/25	Kohina <sup>4</sup>	AMX-2/TOD	Completed	M/A	MF	258	44	1794	473	49.14			49.14			Excludes commercial condos.	
30	13	98	Ho'oulu Ph 2	R-3.5	Completed	M	SF	46	0	1840	473				0.00				
31	13/10A	100/104	Mamaka	AMX-2/A-2	Completed	M	SFC	113	0	1953	473				0.00			Combined Parcels 100 and 104.	
32	10A	103	Ikena	R-3.5	Completed	M	SF	69	0	2022	473				0.00				
33	10A	105	Iliahi Ph 2	R-3.5	Completed	M	SF	41	0	2063	473				0.00				
34	10A	106	Lehua Ph 2	R-3.5	Completed	M	SF	47	0	2110	473				0.00				
35	<b>SUBTOTAL - Completed</b>							<b>2,110</b>	<b>473</b>	<b>2,110</b>	<b>473</b>	<b>428.30</b>	<b>344.64</b>	<b>214.16</b>	<b>987.10</b>				
36																			
37	<b>Planned/Ongoing Communities</b>																		
38	2	13B		BMX-3/TOD	Planned	M		0	0	0	0				0.00			Conveyed to AEP GP LLC on 7/1/22. Hotel use; No affordable requirement. Excluded from Ho'opili.	
39	2	21		BMX-3/TOD	Planned	M		0	0	0	0				0.00			Queen's - separate AHPA with City - Excluded from Ho'opili <sup>5</sup>	
40	5	27	Nahale	AMX-2/TOD	Ongoing	M	MF	309	0	309	0	184.00			184.00	2025		Application of portion of 427 <80% credits [See Line 2] <sup>6</sup>	
41	6	14		BMX-3/TOD	Planned	M		0	0	309	0				0.00			Property targeted for sale. No residential units assumed.	
42	11	42/45/46	Alana	AMX-2	Planned	M/A	MF	187	0	496	0				0.00	2026			
43	11	48	Noho Papa	R-3.5	Planned	M	SF	85	0	581	0				0.00	2025			
44	11	49 (por.)	Kapili	A-2	Planned	M/A	MF	300	0	881	0				0.00	2026			
45	11	49 (por.)	Molehu	A-2	Planned	M	SFC	54	0	935	0			69.30	69.30	2024		Application of Pohakala credits [See Line 1] <sup>2</sup>	
46	13	96/101	Ikena 2	R-3.5	Ongoing	M	SF	127	0	1062	0				0.00	2024		Combined Parcels 96 and 101.	
47	13	97	Kanalani	R-3.5	Ongoing	M	SF	85	0	1147	0				0.00	2024			
48	13	102	Nanaina	R-3.5	Ongoing	M	SF	57	0	1204	0				0.00	2024			
49	<b>SUBTOTAL - Ongoing/Planned</b>							<b>1,204</b>	<b>0</b>	<b>1,204</b>	<b>0</b>	<b>184.00</b>	<b>0.00</b>	<b>69.30</b>	<b>253.30</b>				
50																			
51	<b>TOTAL</b>							<b>3,314</b>	<b>473</b>	<b>3,314</b>	<b>473</b>	<b>612.30</b>	<b>344.64</b>	<b>283.46</b>	<b>1,240.40</b>				
52																			
53																			

54 Notes 1, 2 & 6 below were revised

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56 <sup>1</sup>Anticipated Credits Earned/Planned for "Planned" DPP Phases are based on an average credit factor of 1.18 per planned affordable unit until such time as the development phase is designed and implemented, except where it is indicated that Previously Earned Credits are to be applied to a designated community in Hoopili. Anticipated Credits Earned/Planned for designed and implemented DPP Phases are based the credit factors applicable to the specific affordably designated unit types planned to be delivered. The estimated range for delivery of 80% Affordable Equivalent Units may vary depending on market conditions and consumer demand. The estimated deliveries are approximate only and are subject to specific phasing submittals and will vary depending on the number of units actually built. Earned 80% Affordable Equivalent Units may be applied at the direction of the Developer in satisfaction of Developer's delivery obligation for 81% - 120% Affordable Equivalent Units.

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62 <sup>3</sup>Kulia is entitled to 3x enhancement credits for rentals targeted at less than 60% AMI and a commitment of units as affordable rentals for a minimum of 30 years. The rental commitment term may be extended for the units and permit the units to be eligible for a new award of credits (i) based on an extended ten (10) year affordable housing restriction or (ii) for the equivalent number of Enhancement Credits based on an extended thirty (30) year affordable restriction period.

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65 <sup>4</sup>Kohina and Other TOD Parcels. Each unit of any portion of Kohina or other TOD Parcel that has not been issued a building permit at the time the TOD Plan is adopted will qualify for the affordable housing factor set out in the "Factor Table For Transit Oriented Developments" in Section 2-6 of the Affordable Housing Rules (see "TOD Factor Table" below).

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71 <sup>6</sup> 200 ≤ 80% Affordable Housing credits applied from Honolulu LLC to Hoopili approved by DPP per letter dated December 10, 2020 and 227 ≤ 80% Affordable Housing credits applied from Gentry Homes Ltd. to Hoopili approved by DPP per letter dated December 10, 2020.

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76 **Factor Table**

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

81 **Factor Table for Transit Oriented Developments**

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

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88 12/1/2023

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# EXHIBIT 5

EXECUTION

**TEMPORARY PARK-AND-RIDE LICENSE  
(Honolulu Authority for Rapid Transportation and City and County of Honolulu  
Department of Transportation Services)**

This Temporary Park-and-Ride License ("**License**") is entered into as of this May 31<sup>st</sup>, 2023, but effective as of the date set forth in Section 1.c, below, by and between D.R. HORTON HAWAII LLC, a Delaware limited liability company, whose place of business and mailing address is 130 Merchant Street, Suite 112, Honolulu, Hawai'i 96813 ("**Horton**"), and the HONOLULU AUTHORITY FOR RAPID TRANSPORTATION ("**HART**") a semi-autonomous municipal agency, whose place of business and post office address is 1099 Alakea Street, Suite 1700, Honolulu, Hawai'i 96813, and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Department of Transportation Services ("**DTS**," and together with HART, "**Licensee**"), whose place of business and post office address is 711 Kapiolani Boulevard, Suite 1600, Honolulu, Hawai'i 96813. (Horton, HART and DTS are individually referred to herein as a "**Party**" and are collectively referred to herein as the "**Parties**.")

## RECITALS

A. Horton is the owner of those certain parcels of land situate, lying and being at Honouliuli, District of 'Ewa, City and County of Honolulu, State of Hawai'i, described as (i) Lot 12, area 54.695 acres, more or less, delineated on the map entitled "Ho'opili Phase 5 Bulk Lot Subdivision," recorded in the Bureau of Conveyances of the State of Hawai'i, as File Plan No. 2529, which parcel is covered by TMK No. 9-1-017-195 ("**Lot 12**"), and (ii) Lot 10, area 67.859 acres, more or less, delineated on the map entitled "Ho'opili Phase 5 Bulk Lot Subdivision," recorded in the Bureau of Conveyances of the State of Hawai'i, as File Plan No. 2529, which parcel is covered by TMK No. 9-1-017-193 ("**Lot 10**"), and, together with Lot 12, collectively, "**Property**").

B. Licensee desires to license from Horton a 7.63-acre portion of the Property comprised of a portion of Lot 12 and a portion of Lot 10 ("**Premises**"), for a temporary park and ride area that will serve as parking for the Honouliuli/Ho'opili Station ("**Station**") which, together with the UH West O'ahu temporary park and ride area located at nearby UH West O'ahu, are intended to serve the interim parking needs of the Honolulu High-Capacity Transit Corridor Project ("**Rail Project**") in that immediate area.

C. The Property, the Premises and a designated access route to the Premises ("**Designated Access Route**") are shown on **Exhibit A** attached hereto and incorporated herein by reference.

D. Horton is willing to allow Licensee to engage in the Licensed Uses (defined below) on the Premises pursuant to the terms and conditions of this License.

## TERMS AND CONDITIONS

**NOW, THEREFORE**, the Parties hereto agree as follows:

1. **Grant of License.**

a. **Purpose.** The Recitals set forth above are hereby incorporated into this License by reference and shall be deemed terms and provisions hereof as if fully set forth in this Section 1a. Horton hereby grants to Licensee and its duly authorized employees, agents, guests and invitees (collectively, "**Users**") a right of entry to enter onto the Premises using the Designated Access Route pursuant to a separate non-exclusive right of entry of even date herewith, solely for the purpose of (i) parking and drop off for the Station temporary park and ride area, such parking and drop off being limited to passenger vehicles only, including passenger vans, (ii) access to the Station, (iii) maintenance, replacement and repair of the parking areas and any landscaping within the Premises, (iv) the installation, maintenance, replacement and repair of fencing and security cameras within the Premises, and (v) the provision of security to the Premises and the Station (collectively, the "**Licensed Uses**"), and no other uses, subject to the terms and conditions of this License. This License does not grant Licensee and/or its Users the right to enter onto or use any property owned by Horton other than the Premises. Except as set forth in this License, neither Licensee nor its Users shall have the right to use the Premises for any purpose other than the Licensed Uses. Licensee acknowledges and agrees that this License grants a license only, and that Licensee and its Users have no rights except those specifically set forth herein, and have no other rights, including but not limited to rights as an owner, purchaser or tenant of the Premises by virtue hereof.

b. **License Fee.** The fee ("**License Fee**") for the use of the Premises as set forth herein shall be a total one-time payment of TEN AND NO/100 DOLLARS (\$10.00) plus applicable Hawai'i general excise taxes, paid by HART upon execution of this License.

c. **Term.** The term (the "**Term**") of this License will commence on June 1, 2023 (the "**Effective Date**") and terminate on July 1, 2027. However, in the event the Station is not open to the public for use within eighteen months from the Effective Date, this License may be terminated by Horton within 30 days after such date. In addition, this License may be terminated early in accordance with Sections 7 and 8. This License may also be extended subject to a written agreement signed by Licensee and Horton.

d. **Reserved Rights.** Horton reserves, for itself and its employees, contractors, and consultants, the right to use and improve the Premises only as necessary for the Licensed Uses or to mitigate material adverse impacts to the Property caused by the Licensed Uses, provided that such use and improvements do not materially interfere with the Licensed Uses of the Premises, and provided further that, except in the case of an emergency, Horton shall provide Licensee reasonable prior notice before undertaking such use and improvements, which shall not be less than 72 hours before entry onto the Premises for said purposes. Horton also reserves the right to (i) subdivide the portion of the Premises within Lot 10 from the Property so that it is a legally subdivided lot, and (ii) create and grant easements over the Premises, provided that any uses or improvements relating to any easement created and/or granted pursuant to this Section 1.d(ii) shall be limited to the rights reserved by Horton under this Section 1.d and shall be subject to this License. For the avoidance of doubt, Horton shall have the right to freely create and grant easements over any portion of the Property other than the Premises.

f. **Application.** Licensee's covenants and agreements are made on behalf of Licensee and its Users.

2. **Inspection.** Horton and any authorized representative, employee, agent or independent contractor shall be entitled at any time to (i) enter and inspect the Premises, and (ii)

enter the Premises to conduct any reasonable test, inspection or environmental audit of the Premises or Licensee's operation or use of the Premises to determine Licensee's compliance or noncompliance with the provisions of this License (collectively, "**Inspection**"), all without any rebate of the License Fee or liability to Horton for any loss of occupation of the Premises thereby occasioned, provided that the Inspection does not unreasonably interfere with the Licensed Uses of the Premises. Except in cases of emergency, Horton shall provide notice to Licensee of such inspection no less than 72 hours prior to the Inspection. Within thirty (30) days after the giving of notice by Horton or Horton's agents, or within such shorter period as required by governmental order or other form of directive, Licensee, at its own expense, will maintain and repair all structures and remedy all defects required by the provisions of this License or by any governmental authority to be maintained, remedied and repaired by Licensee. If any Inspection shall disclose that Licensee is not in compliance with the terms of this License or with all Applicable Law (as defined in Section 4.e below), Licensee shall immediately pay to Horton the cost of such Inspection. If any Inspection shall disclose no non-compliance by Licensee with the terms of this License or Applicable Law, Horton shall pay the cost of the Inspection.

Licensee shall reasonably cooperate with any Inspection, including, but not limited to, by providing any information or materials reasonably requested by Horton regarding the Licensed Uses or Licensee's compliance or noncompliance with the provisions of this License. Where Horton makes a written request for any such information or materials and such information or materials are available and are not deemed confidential by Licensee in accordance with an exception to the public disclosure requirements of HRS Chapter 92F, Licensee shall endeavor to provide such information and materials to Horton within twenty (20) business days of such request (the "**Deadline**"). A failure to provide such information or materials by the Deadline shall constitute a default by Licensee under the terms of this License, unless Licensee certifies to Horton in writing prior to the Deadline (i) that a longer period is needed and the reasons therefor, and (ii) that Licensee has commenced obtaining and is diligently pursuing such information.

3. **Condition of Premises.** Licensee accepts the Premises in its "as-is" condition as of the date of this License and acknowledges that Horton has made no representations or warranties concerning the condition of the Premises, including any and all improvements therein or the presence at the Premises of any Hazardous Materials (as defined in Section f(2) of **Exhibit B**, attached hereto and incorporated herein by reference), whether currently known or unknown, or the suitability of the Premises for the Licensed Uses or any other use. Without limitation of the foregoing, Licensee accepts the improvements constructed within the Premises described in **Exhibit C** attached hereto in their "as-is" condition and acknowledges that Horton does not make and will not make any representations or warranties concerning the condition thereof, including, without limitation, the suitability thereof for the Licensed Uses or any other use. To the extent, if any, there are warranties for such improvements provided by third parties, Licensee shall have the benefit of the warranties. Licensee shall enter onto the Premises and undertake the Licensed Uses solely at Licensee's own risk and Licensee hereby assumes all risk of entering onto the Premises and performing and undertaking the Licensed Uses. Licensee hereby releases Horton and the Horton Parties (as defined in Section 4.g below) from and covenants not to sue Horton or the Horton Parties for any and all liabilities and claims which may arise from Licensee's exercise of rights granted under this License, including but not limited to those that are in any way related to the condition of the Premises, any and all improvements therein or the presence or release of Hazardous Materials at or from the Premises; excepting, however, any and all liabilities and claims arising from: (1) Horton's exercise of its reserved rights under Sections 1.d and 2 above; (2) any failure by Horton to comply with any term of this License; and (3) liabilities or obligations to third parties due to the presence or release of Hazardous Materials that were not caused by Licensee or its Users, including claims for contribution and indemnity.

4. Licensee's Covenants.

a. Licensee agrees that, without limiting the provisions of Section 4.d or Section 6, Licensee shall be solely responsible for any damage to the Premises and the Property resulting from any use of the Premises by Licensee or its Users. Time being of the essence, any damage caused by Licensee or its Users to any such property shall be repaired, or, if not reparable, the damaged item shall be replaced by Licensee as soon as reasonably possible at Licensee's sole cost.

b. Maintaining the Premises. Licensee is responsible for maintaining the Premises in a good and safe condition at all times throughout the term of this License, except that Licensee shall not be responsible for any hazard or condition resulting from access to the Premises pursuant to Horton's reserved rights under Sections 1.d and 2 above. Without limitation of the foregoing, Licensee shall maintain in a good and safe condition at all times throughout the term of this License the parking areas and any landscaping within the Premises, and any fencing or security cameras installed by Licensee within the Premises. Other than fencing and security cameras, plans for which must be submitted to and approved by Horton in writing in Horton's sole discretion, Licensee shall not have the right to install or construct any permanent improvements on the Premises. No permanent improvements of any kind shall be placed by the Licensee on the Premises or the Property. Licensee will exercise reasonable care in the exercise of the Licensed Uses, and shall be and remain in compliance with all Applicable Law related to the Licensed Uses.

c. Property Damage. Without limiting the generality of Section 6 below (Indemnification), Licensee shall be responsible for any damage caused by or related to any activity by Licensee or its Users on or to the Premises. Damage caused by Licensee or its Users to any roadways or facilities on the Premises shall be repaired as soon as reasonably possible upon notice by Horton. Without limitation of the foregoing, and in accordance with **Exhibit B** attached hereto and incorporated herein by reference, Licensee shall immediately undertake, at Licensee's sole cost and expense, all remedial measures required by law with respect to any leakage of petroleum products and any other deposit of hazardous materials on the Premises caused by or arising out of any activity by Licensee or its Users which may include, without limitation, removal of contaminated soil, environmental analysis, fees and costs, including reasonable attorney fees for or related to any enforcement action arising therefrom, and restoration of all property owned by Horton affected by such hazardous materials as may be required for complete and final environmental approval by all governmental agencies asserting jurisdiction with respect thereto. This Section shall survive expiration or termination of this License.

d. Licensee's Costs. Licensee shall have sole and complete liability for all costs, fees, and expenses incurred for and related to all activities performed by or on behalf of Licensee and its Users in connection with the Licensed Uses, and Horton shall have no liability for any such costs, fees, and expenses.

e. Observance of Laws. Licensee shall observe and comply with, and shall cause all of its Users to observe and comply with, all laws, ordinances, rules, and regulations now or hereafter made by the federal, state, and local governments affecting or applicable to the Premises, the Licensed Uses and this License, including without limitation the Ho'opili Urban Design Plan for the Development and Review of the Residential, TOD 1 and Industrial Mixed-Use and Integrated Commercial/ Residential Neighborhoods, dated May 11, 2018, submitted to and approved by the Honolulu Department of Planning and Permitting (collectively, "**Applicable Law**"). Upon request(s) by Horton that may be made from time to time, Licensee shall furnish Horton evidence satisfactory to Horton that all government approvals and permits, if any, necessary to commence the Licensed Uses have been obtained, and if requested, shall timely provide to Horton

copies of all documentation and information given to governmental agencies in connection with approvals and permits required for the Licensed Uses.

f. Prohibited Activities. Licensee shall not conduct or permit its Users to conduct any activities within the Premises which shall in any way be outside the scope of the Licensed Uses or which constitute a default under this License. Licensee shall ensure that the Licensed Uses are conducted in a manner that will minimize the raising of dust from the Premises, and cause as little interference as reasonably possible with the use of the Property or adjacent properties owned by Horton, anyone claiming under Horton, and any homeowners, residents or tenants of the Property. Licensee's rights extend only to the Premises and, except as expressly set forth in this License, neither Licensee nor its Users shall have any right to enter upon or to use any other land owned by Horton.

g. No Liens. Licensee shall not suffer or permit to be enforced against the Premises, or any part thereof, any mechanic's, materialmen's, contractors' or subcontractors' liens or any claim for damage (collectively, "**Lien**") arising from its or its Users' activities under this License. Upon the filing of an application for any such Lien, Licensee shall (i) post a bond in the amount required to release such application as an encumbrance on any property owned by Horton, and (ii) pay or cause to be paid all of said Liens before any action is brought to enforce any of them against the Premises. Without limiting the generality of Section 6 below, Licensee shall indemnify and hold harmless Horton and its officers, directors, parent company, employees, members, managers, successors in interest and assigns, including, but not limited to, D.R. Horton, Inc. and its affiliates and subsidiaries (collectively, "**Horton Parties**") from and against all liability for any and all such Liens, together with reasonable attorneys' fees and all costs and expenses in connection therewith. Notwithstanding anything to the contrary set forth above, if Licensee in good faith contests the validity of any such Liens, then Licensee shall, at its expense, defend itself and shall pay and satisfy any adverse judgment that may be rendered thereon before enforcement thereof against Horton or the Premises. Upon demand by Horton, Licensee shall procure and record or furnish to Horton a surety bond or other acceptable security satisfactory to Horton in an amount at least equal to such contested Lien indemnifying Horton against liability and holding the Premises free from the effect of any lien or claim. Horton reserves the right at any time and from time to time to post and maintain on the Premises or any portion thereof or improvement thereon such notices of non-responsibility or otherwise as may be necessary to protect Horton against liability for any such liens and claims. This Section shall survive expiration or termination of this License.

h. Insurance. Licensee has elected to self-insure all liabilities arising out of its operations and activities related to this License, which self-insurance shall be primary and noncontributory with any insurance coverage maintained by Horton. Licensee shall provide a letter of self-insurance to Horton concurrently with the execution and delivery of this License.

i. Hazardous Materials. Licensee shall observe and comply with each and every provision of this License, including but not limited to **Exhibit B** hereto, the provisions of which are incorporated herein by this reference.

j. Real Property Taxes. Licensee shall pay to Licensor upon Licensor's demand a pro rata share (based on square footage) of the real property taxes for the Premises. If Licensor is assessed a higher real property tax due to Licensee's use of the Premises, Licensee shall also pay to Licensor upon Licensor's demand the difference between the tax rate as of the date of this License and the higher tax rate respecting the Premises attributable to Licensee's use of the Premises.

k. Survival. To the extent not fully performed during the term of this License, Licensee's covenants contained in this Section 4 shall survive expiration and termination of this License.

5. No Signs Unless Permitted. No signs or other, similar improvements or appurtenances of any kind, other than directly in connection with the Licensed Uses, shall be constructed on the Premises by Licensee without the express prior written approval of Horton, which approval, in each case, may be withheld in Horton's sole discretion with or without cause. Except to the extent that signage is governed by Applicable Law, any signage for Licensed Uses and its location shall be subject to Horton's advance written consent, which shall not be unreasonably withheld.

6. Indemnification. As a material part of the consideration for this License, Licensee shall indemnify and hold harmless Horton and the Horton Parties from and against any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages (including, but not limited to, bodily injury, death and property damage), judgments, losses, demands, orders, penalties, settlements, costs, forfeitures and expenses of any kind whatsoever (including reasonable attorneys' fees and costs, and all litigation, mediation, arbitration and other dispute resolution costs and expenses), and expenses of enforcing any indemnification or hold harmless obligations under this License, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise (collectively, "**Losses**"), arising from or caused by (i) any use of the Premises by Licensee or its Users, (ii) any act or omission of Licensee or any of its Users relating in any way to the Premises or this License, (iii) any bodily injury (including death), property damage, accident, fire or other casualty on the Premises attributable to the use, act or omission described in subparts (i) and (ii), (iv) any violation or alleged violation by Licensee or its Users of any Applicable Law, (v) any failure of Licensee in connection with its entry to maintain the Premises in a safe, clean, and sanitary condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Licensee or its Users on or about the Premises, and (vii) any enforcement by Horton of any provision of this License and any costs of duly removing Licensee or its Users from the Premises or restoring the same as provided herein; in each case, except to the extent, if any, such Losses are caused by:

- a. the gross negligence or willful misconduct of Horton or the Horton Parties;
- b. a failure by Horton or the Horton Parties to comply with any provision of this License;
- or
- c. a violation of Applicable Law by Horton or the Horton Parties.

Additionally, Licensee shall have no obligation to indemnify or hold harmless Horton or the Horton Parties pursuant to this Section 6 to the extent, if any, any Losses arise from acts or omissions, or the presence of persons or property on the Premises, pursuant to Horton's reserved rights under Sections 1.d or 2 above, if a party other than Licensee or Horton is contractually obligated to provide insurance coverage for Horton for such Losses, or to indemnify Horton for such Losses.

This Section 6 shall survive the termination or expiration of this License.

7. Termination by Horton for Breach or Default. Horton may terminate this License and shall have all rights available to it in law or equity if there is a breach of or default on any provision of this License by Licensee or its Users, unless such breach or default is cured within sixty (60) days after written notice of the same to Licensee by Horton; provided that if the nature of the default is such that more than sixty (60) days are reasonably required for its cure, then a default shall not be deemed to have occurred if Licensee has commenced such cure within said 60 day period and thereafter diligently and continuously prosecutes such cure to completion.

8. **Removal of Licensee Materials.** Within sixty (60) days following early termination of this License under Section 7 with respect to all or any portion of the Premises, the Licensee shall cause the removal of any Licensee cameras and emergency equipment and any debris or other trash generated by the Licensed Uses on the Premises.

9. **Removal of Improvements.** Within one year of termination of this License due to abandonment of or failure to complete the Station, Horton shall have the right to request Licensee to remove, and Licensee shall remove, all above ground improvements, fixtures and equipment from, and restore the Premises to their condition at the time of Licensee's entry onto the Premises to the extent that such restoration is reasonably possible. For purposes of this provision, "abandonment" shall mean and include a cessation of work for a continuous period of six months.

10. **Horton's Right to Pay Claims, Etc.** In addition to and not in limitation of Horton's other rights and remedies under this License, should Licensee fail within thirty (30) days of a written request from Horton to either (i) pay and discharge any lien or claim arising out of Licensee's use of the Premises or to have bonded around such liens or claims as provided above in this License, (ii) fully indemnify Horton from and against any Losses as provided in Section 6 above, or (iii) remit to Horton reimbursements required pursuant to Section 4 in the time provided therefor, then in any such case all costs, expenses and other sums incurred by Horton in connection therewith (including, but not limited to, attorneys' fees) shall be paid to Horton by Licensee upon written demand, together with interest thereon at the rate of twelve percent (12%) per annum from the date incurred or paid. Any failure to comply with Horton's written request given pursuant to this Section shall, at Horton's option, constitute a default under this License. The indemnities provided by Licensee in favor of Horton and the Horton Parties in this License shall not require payment by Horton as a condition precedent.

11. **Notice.** Any and all notices, demands or other communications given hereunder shall be deemed sufficiently given or rendered only if in writing and shall be deemed to have been duly given or made: (i) upon delivery, if hand delivered; (ii) one (1) business day after being sent by prepaid overnight courier with guaranteed delivery, with a record of receipt; or (iii) upon transmission with receipt acknowledged or confirmed by addressee if sent by email or facsimile, to the Parties at the following addresses (or at such other addresses as shall be specified by the Parties by like notice):

LICENSEE: Honolulu Authority for Rapid Transportation  
1099 Alakea Street, 17<sup>th</sup> Floor  
Honolulu, HI, 96813  
Attn: Executive Director and CEO  
Phone: 808-768-8344  
Fax: 808-587-6080  
Email: [info@honolulustransit.org](mailto:info@honolulustransit.org)

Department of Transportation Services  
711 Kapiolani Boulevard Suite 1600  
Honolulu, HI, 96813  
Attn: Director  
Phone: 808-768-8303  
Fax: 808-768-4730  
Email: [dts@honolulu.gov](mailto:dts@honolulu.gov)

With a copy to: Honolulu Authority for Rapid Transportation  
1099 Alakea Street, 17<sup>th</sup> Floor  
Honolulu, HI, 96813  
Attn: Krista Lunzer  
Phone: (612) 638-7255  
Email: [klunzer@wdschockco.com](mailto:klunzer@wdschockco.com)

HORTON: D.R. Horton Hawaii LLC  
130 Merchant Street, Suite 112  
Honolulu, Hawaii 96813  
Attention: Tracy Tonaki  
Esther H. Roberts  
Email: [tstonaki@drhorton.com](mailto:tstonaki@drhorton.com)  
[ehroberts@drhorton.com](mailto:ehroberts@drhorton.com)

With a copy to: D.R. Horton America's Builder  
11241 Slater Avenue NE, Suite 120  
Kirkland, WA 98033  
Attention: Kelly White, Esq.  
Melissa Trunnell, Esq.  
Phone: (425) 821-3400  
Email: [kwhite@drhorton.com](mailto:kwhite@drhorton.com)  
[mtrunnell@drhorton.com](mailto:mtrunnell@drhorton.com)

And a copy to: Case Lombardi & Pettit ALC  
737 Bishop Street, Suite 2600  
Honolulu, Hawaii 96813  
Attention: Dennis M. Lombardi, Esq.  
Lisa K. Broulik, Esq.  
Phone: (808) 547-5400  
Email: [dml@caselombardi.com](mailto:dml@caselombardi.com)  
[lkb@caselombardi.com](mailto:lkb@caselombardi.com)

### 13. HART AND DTS RESPONSIBILITIES

Wherever "Licensee" appears in this License, it shall be construed to refer to the appropriate Party (HART or the City) in accordance with their respective powers and duties as defined by the Revised Charter of the City and County of Honolulu 1973 (2017 Edition), as amended. In general, HART will be responsible for capital costs and will have the rights, privileges, benefits, obligations and liabilities of this License during the design and construction phase of the Rail Project. DTS will assume responsibility during the operations and maintenance phase of the Rail Project until the expiration of this License, and will have all rights, privileges, benefits, obligations and liabilities of this License during that period. Horton acknowledges that HART and DTS shall be severally responsible for the obligations of this License.

### 12. General Provisions.

a. Governing Law. This License shall be governed by the laws of the State of Hawaii.



b. Assignment/Binding Effect. Neither this License nor any interest herein may be assigned, sold or transferred by Licensee to any other person, whether voluntarily or by operation of law, except with the prior written consent of Horton, which consent may be withheld by Horton in its sole and absolute discretion. This License shall be binding upon and inure to the benefit of Licensee and Horton and their respective successors and permitted assigns.

c. Attorneys' Fees. If any Party brings an action to enforce their rights under this License, the prevailing Party shall recover its expenses (including reasonable attorney's fees) incurred in said action, including any appeals.

d. Entire Agreement. This License and the Exhibits hereto constitute the entire agreement between the Parties hereto pertaining to the subject matter hereof and all prior and contemporaneous agreements, representations and understandings of the Parties hereto, oral or written, are hereby superseded and merged herein. The Exhibits hereto and each and every provision thereof are incorporated by this reference.

e. Amendment. No supplement, modification or amendment of this License shall be binding unless in writing and executed by the Parties hereto.

f. No Waiver. No waiver of any of the provisions of this License shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the Party making the waiver.

g. Headings. The headings of this License are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

h. Counterparts; Electronic Signatures. This License may be executed in any number of counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. Licensee and Horton acknowledge and agree that execution of this License may be accomplished by electronic signature utilizing DocuSign or any other mutually acceptable similar online, electronic, or digital signature technology. Licensee and Horton agree that this License may be transmitted by facsimile machine or by electronic scanning and email, and the Parties intend that faxed, scanned, and electronic signatures shall constitute original signatures. A facsimile or scanned copy or any counterpart or conformed copy of this License, including use of Adobe PDF technology to merge pages and create a conformed copy of this License, with the signature (original, faxed, or scanned signature or permitted electronic signature) of Licensee and Horton shall be binding on the Parties. Except as provided in this paragraph with respect to electronic signatures (e.g., DocuSign) and faxing, scanning, and emailing, (1) Licensee and Horton do not assent or agree to and will not be bound by any electronic record, and without limiting the foregoing, (2) Licensee and Horton agree that the Electronic Signatures in Global and National Commerce Act, any version of the Uniform Electronic Transactions Act, and any other laws applicable to contracting electronically do not and shall not apply to the execution of this License.

i. Recordation of Short Form License. A short form memorandum hereof shall be recorded in the appropriate recording office.

**IN WITNESS WHEREOF**, the Parties hereto have executed this License on the day and year first above written.

**HORTON:**

**D.R. HORTON HAWAII LLC,**  
a Delaware limited liability company

By VERTICAL CONSTRUCTION CORPORATION,  
a Delaware corporation  
its Manager

By   
\_\_\_\_\_  
J. Matt Farris  
Region President

**LICENSEE:**

**HONOLULU AUTHORITY FOR RAPID  
TRANSPORTATION,**  
a semi-autonomous authority of the City and  
County of Honolulu

By: \_\_\_\_\_  
Name: Lori M.K. Kahikina, P.E.  
Title: Executive Director and CEO

**DEPARTMENT OF TRANSPORTATION  
SERVICES**  
a municipal agency of the City and County of  
Honolulu

By: \_\_\_\_\_  
Name: J. Roger Morton  
Title: Director

**APPROVED AS TO FORM AND LEGALITY**

By: \_\_\_\_\_  
Name:  
Deputy Corporation Counsel

**APPROVED AS TO CONTENT**

By: \_\_\_\_\_  
Name: Krista Lunzer  
Director, Transit Property Acquisition and  
Relocation

**IN WITNESS WHEREOF**, the Parties hereto have executed this License on the day and year first above written.

**HORTON:**

**D.R. HORTON HAWAII LLC,**  
a Delaware limited liability company

By VERTICAL CONSTRUCTION CORPORATION,  
a Delaware corporation  
its Manager

By \_\_\_\_\_  
J. Matt Farris  
Region President

**LICENSEE:**

**HONOLULU AUTHORITY FOR RAPID  
TRANSPORTATION,**  
a semi-autonomous authority of the City and  
County of Honolulu

By: \_\_\_\_\_  
Name: Lori M.K. Kahikina, P.E.  
Title: Executive Director and CEO

**DEPARTMENT OF TRANSPORTATION  
SERVICES**

a municipal agency of the City and County of  
Honolulu

By: \_\_\_\_\_  
Name: J. Roger Morton  
Title: Director

**APPROVED AS TO FORM AND LEGALITY**

By: \_\_\_\_\_  
Name: CYNTHIA K. CHING  
Deputy Corporation Counsel

**APPROVED AS TO CONTENT**

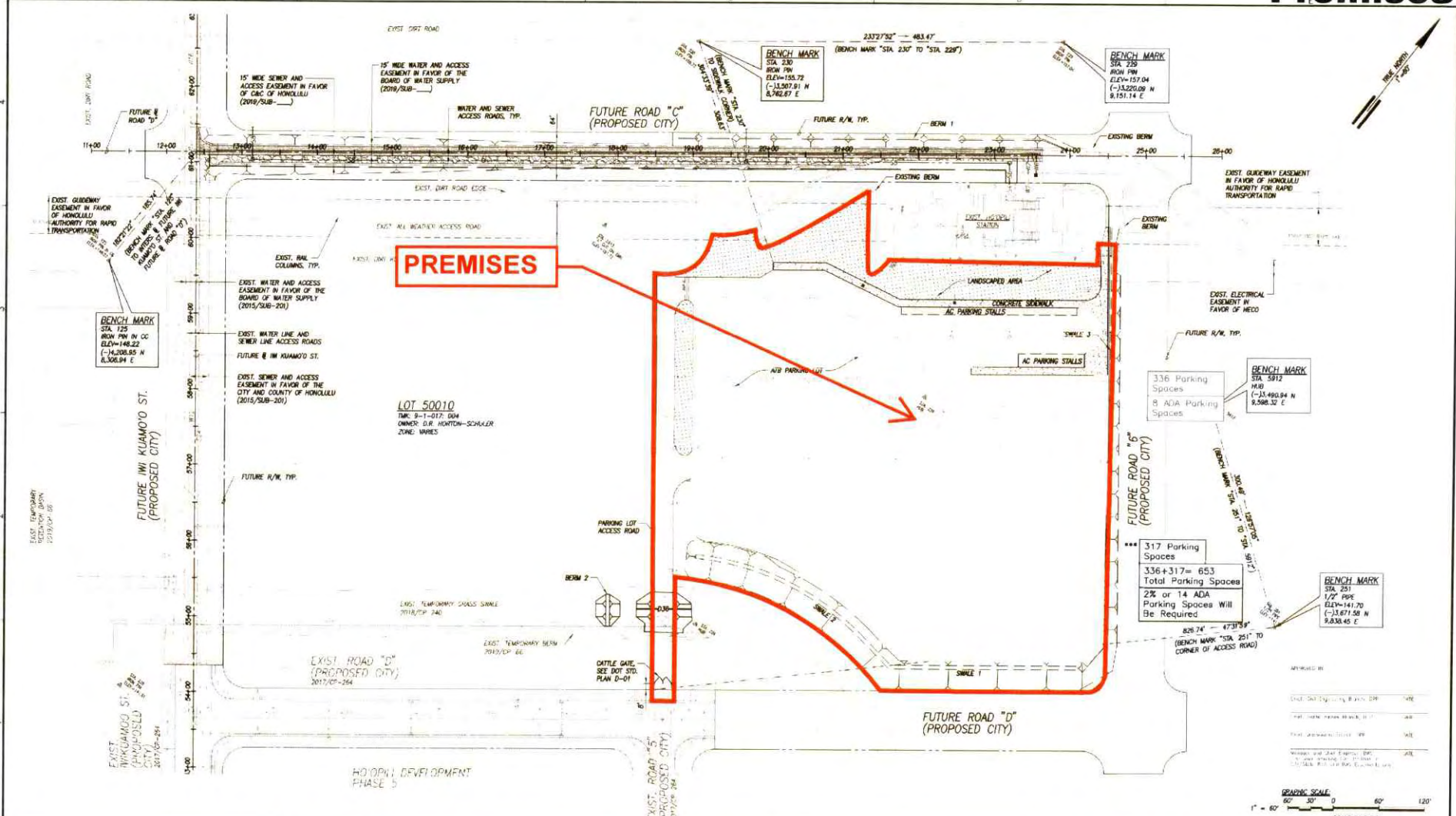
By: \_\_\_\_\_  
Name: Krista Lunzer  
Director, Transit Property Acquisition and  
Relocation

**EXHIBIT A**  
(Map of Premises)

See attached.

# EXHIBIT A

# Premises



		<b>HONOLULU RAIL TRANSIT PROJECT</b> HONOLULU AUTHORITY FOR RAPID TRANSPORTATION		<b>HONOLULU / HO'OPILI TEMPORARY PARK &amp; RIDE GENERAL SITE PLAN</b>		Contract No.: File: Drawing No.: C102 Scale: AS SHOWN Page No.: 7 of 32
Designer: CD, NN Drawn: CD, NN, MN Checked: EN Approved: EN Date: 10-31-19	Prime Consultant:  R. M. TOWILL CORPORATION		Subconsultant:			

**EXHIBIT B**  
HAZARDOUS MATERIALS

a. Except for Permitted Materials, Licensee shall not cause nor permit the use, storage, treatment, disposal, discharge or release of any Hazardous Materials in, at or upon the Premises. Licensee shall not discharge nor permit the discharge of any Hazardous Materials, including Permitted Materials, directly or indirectly, into or through any drainage systems or sanitary sewer systems serving or running through the Premises. Licensee agrees that anything produced or brought onto the Premises by Licensee or its Users which is or becomes a Hazardous Material shall only be handled, kept, utilized and stored in accordance with all applicable Environmental Laws. Licensee further agrees, at its cost and expense, to dispose of all such waste whether hazardous or non-hazardous, solid, liquid or gaseous, in accordance with the requirements of all Applicable Law, including Environmental Laws. Licensee shall not install, use or operate any permanent or temporary above-ground storage tanks or any subsurface transmission lines at the Premises. Licensee shall utilize and store all Permitted Materials in strict compliance with applicable Environmental Laws and in a manner that protects the Property and the environment from accidental spills and releases of such Permitted Materials. Licensee shall not cause or License any condition of pollution or nuisance in, at or upon the Property.

b. If Licensee or Licensee's Users cause or permit any of the following: (i) the release of Hazardous Materials (whether or not the same is a Permitted Material) from or upon the Premises or (ii) any violation of applicable Environmental Laws, Licensee shall, at Licensee's sole cost and expense, immediately undertake all remedial measures with respect to such release or violation as required by and in accordance with all Applicable Law. Licensee shall make reasonable, good faith efforts, considering the circumstances of the release, to complete such remedial and clean up actions as quickly as is reasonably possible.

c. No environmental testing or sampling of any kind shall be done at the Premises unless it is required by law, necessary to Licensee's remediation obligation, or directed by a government agency with regulatory authority to so direct.

d. Reserved

e. Without limitation of the indemnity afforded under Section 6 of this License, Licensee shall cause each Licensee consultant who is authorized to perform work on or otherwise use the Premises to execute an agreement whereby each consultant agrees to indemnify and hold harmless Horton and the Horton Parties from and against any and all claims and demands for loss or damage, including claims for property damage, personal injury, or wrongful death, arising at any time during or after the term of this License as a direct or indirect result of or in connection with (i) Hazardous Materials caused or permitted by Licensee any time during the term hereof to be released from or at the Premises, or (ii) any other violation of the terms hereof.

f. For the purposes of this License, the following definitions shall apply to the following defined terms:

(1) Environmental Laws. "Environmental Laws" means all federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, directives, interpretations and conditions of approval, and all legislative, administrative or judicial orders, decrees, requirements,

rulings or judgments, which now or in the future may be applicable to the protection of human or animal health or safety, or to the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, as the same may be amended from time to time, and any similar federal, Hawaii state (including without limitation Hawaii Revised Statutes Chapters 128D and 342B through 342P, inclusive) and local laws and ordinances, and regulations now or hereafter adopted, accomplished and promulgated pursuant thereto applying to the Property or any portion thereof.

(2) Hazardous Materials. "Hazardous Materials" as used herein, whether or not specifically defined or identified by any Environmental Laws, shall mean and include without limitation, oil or petroleum, explosive substances, radioactive materials, asbestos, polychlorinated biphenyls, and any other toxic, ignitable, reactive or corrosive materials and any substances defined as or included in the definitions for "pollutant", "contaminant", "hazardous substances", "hazardous wastes", "extremely hazardous wastes", "hazardous materials", or "toxic substances" in the Environmental Laws.

(3) Permitted Materials. "Permitted Materials" shall mean only petroleum products and automotive coolant used to cool, lubricate, and fuel vehicles and machinery at the Premises, so long as such materials are used and stored only in the cooling system, lubricating system, and fuel system of such vehicles and machinery, including normal on-board fuel, coolant, or lubricant storage which is part of such systems. Permitted Materials shall **not** mean and include such materials stored in containers, including without limitation, portable or permanent storage tanks, drums, cans or 55 gallon or larger drums fitted with pumps, hoses or hose connections, or other containers not part of the on-board fuel, coolant, or lubricating systems of Licensee's vehicles and machinery or its Users' vehicles.

END OF EXHIBIT B

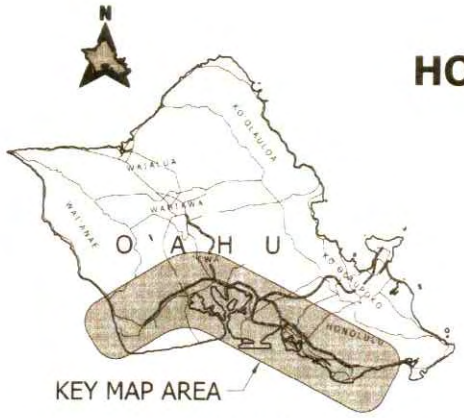
**EXHIBIT C**  
IMPROVEMENTS

Horton constructed a park and ride facility pursuant to the plans titled Honouliuli/Ho`opili Park & Ride, dated Oct. 31, 2019, prepared by R. M. Towill Corporation, approved by the Department of Planning and Permitting on March 11, 2020, further identified as 2019/CP-263 ("Plans"). The title sheet to the Plans is attached hereto. Work in accordance with the Plans is complete. Notwithstanding the foregoing, HART was solely responsible for and undertook the work associated with its Core Systems Contract, comprised of the following major systems 1) Closed Circuit Television (i.e. CCTV) and 2) Emergency Communications (i.e. Emergency Telephones and Blue Light Stations) and their sub-systems (e.g. Intrusion Detection).



# HONOLULU RAIL TRANSIT PROJECT

## HONOULIULI / HO'OPI LI TEMPORARY PARK & RIDE



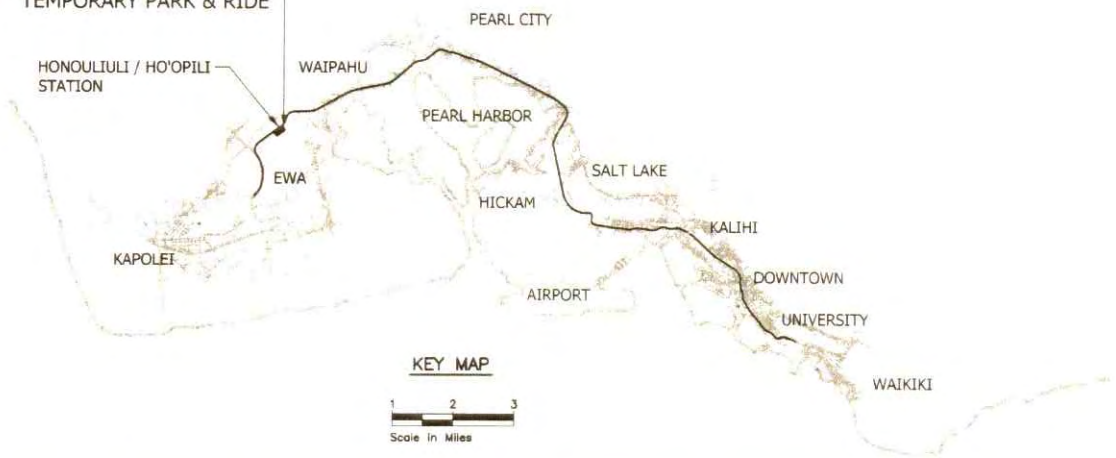
**AS-BUILT DRAWINGS/SPECIFICATIONS**

This certifies that the dimensions and details shown on this sheet reflect the dimensions and details and specifications as constructed in the field.

Royal Contracting Co., Ltd.  
CONTRACTOR'S NAME

*Harold Sperry*      4-18-22  
Signature      Date

**PROJECT SITE**  
HONOULIULI / HO'OPI LI  
TEMPORARY PARK & RIDE



### APPROVALS

	DATE
DIRECTOR, DEPARTMENT OF PLANNING & PERMITTING CITY & COUNTY OF HONOLULU (FOR SITE GRADING AND WORK WITHIN CITY RIGHT-OF-WAY AND EASEMENTS ONLY)	3/11/20
	DATE
MANAGER AND CHIEF ENGINEER, BOARD OF WATER SUPPLY CITY & COUNTY OF HONOLULU (FOR WORK AFFECTING BOARD OF WATER SUPPLY FACILITIES IN CITY/STATE RIGHT-OF-WAY AND EWS EASEMENTS ONLY)	3/14/20

**INDEX TO DRAWINGS**

PAGE NO.	DRAWING NO.	TITLE
<b>TITLE</b>		
1	T001	TITLE SHEET
<b>CIVIL</b>		
2	C001	INDEX, LEGEND, AND ABBREVIATIONS
3	C002	NOTES - 1
4	C003	NOTES - 2 AND FINE HYDRAULIC PROFILE
5	C004	NOTES - 3
6	C101	OVERALL SITE PLAN
7	C102	GENERAL SITE PLAN
8	C103	TYPICAL ROADWAY SECTIONS
9	C104	EROSION AND SEDIMENT CONTROL NOTES AND DETAILS
10	C105	EROSION AND SEDIMENT CONTROL PLAN
11	C106	POST CONSTRUCTION BMP PLAN
12	C201	SITE AND GRADING PLAN - 1
13	C202	SITE AND GRADING PLAN - 2
14	C203	SITE AND GRADING PLAN - 3
15	C304	SITE SECTIONS
16	C301	UTILITY SITE AND GRADING PLAN & PROFILE - 1
17	C302	UTILITY SITE AND GRADING PLAN & PROFILE - 2
18	C401	SITE DETAILS
19	C402	SEWER & WATER DETAILS
20	C501	SIGNING & STRIPING PLAN - 1
21	C502	SIGNING & STRIPING PLAN - 2
22	C503	SIGNING AND PAVEMENT MARKING DETAILS
23	C6001	CATHODIC PROTECTION DETAILS
24	C6002	CATHODIC PROTECTION DETAILS
<b>ELECTRICAL</b>		
25	E001	SYMBOLS AND GENERAL NOTES
26	E002	PLAN VIEW 1
27	E003	STREET LIGHT DETAILS 1
<b>LANDSCAPE</b>		
28	L4101	LANDSCAPE PLAN - 1
29	L4102	LANDSCAPE PLAN - 2
30	L4201	IRRIGATION PLAN - 1
31	L4202	IRRIGATION PLAN - 2
32	L4303	IRRIGATION LEGEND AND DETAILS

**LEGEND**

	EXIST. CONTOUR
	NEW MINOR CONTOUR
	NEW MAJOR CONTOUR
	RIGHT-OF-WAY
	BASE LINE
	LIMITS OF GRADING/ DISTURBED AREA
	LIMITS DISTURBED AREA
	NEW WATER LINE
	NEW SEWER LINE
	NEW CURB
	NEW STRIPING
	NEW TOP BANK
	NEW BOTTOM BANK
	NEW SLOPE
	METAL GUARDRAIL
	FINISH GRADE ELEVATION
	EXIST. WATER LINE
	EXIST. GAS LINE
	EXIST. SEWER LINE
	EXIST. DRAIN LINE
	EXIST. ELEC. LINE
	EXIST. TELEPHONE LINE
	EXIST. CABLE TV LINE
	EXIST. STREET LIGHT/ SIGNAL LINE
	EXIST. LIGHT POLE
	EXIST. CATCH BASIN
	EXIST. FIRE HYDRANT
	EXIST. TOP BANK
	EXIST. BOTTOM BANK
	EXIST. SLOPE
	EXIST. FLOW ARROW
	PROPOSED FLOW ARROW
	AC PAVEMENT ACCESS ROAD
	NEW AC PAVEMENT
	NEW LANDSCAPE GRASSING
	NEW CONC. PAVEMENT
	NEW A.T.B. PAVEMENT

**ABBREVIATIONS**

AC	ASPHALT CONCRETE
ATB	ASPHALT TREATED BASE
B	BASELINE
BC	BEGIN CURVATURE
BC	BOTTOM CURB
BB	BOTTOM BANK
CB	CATCH BASIN
CL	CENTERLINE
CONC.	CONCRETE
DET.	DETAIL
EP	EDGE OF PAVEMENT
ES	EDGE OF SHOULDER
EC	END CURVATURE
EXIST.	EXISTING
INT.	INTERSECTION
O.C.	ON CENTER
PAVT	PAVEMENT
PC	POINT OF CURVATURE
PT	POINT OF TANGENT
PCC	PORTLAND CEMENT CONCRETE
P	PROPERTY LINE
R	RADIUS
RC	REINFORCED CONCRETE
RCJ	REINFORCED CONCRETE JACKET
R/W	RIGHT-OF-WAY
STD.	STANDARD
DMH	STORM DRAIN MANHOLE
TB	TOP BANK
TEMP.	TEMPORARY
TYP.	TYPICAL
WSEL	WATER SURFACE ELEVATION

**AS-BUILT DRAWINGS/SPECIFICATIONS**

This certifies that the dimensions and details shown on this sheet reflect the dimensions and details and specifications as constructed in the field.

Royal Contracting Co., Ltd.  
CONTRACTOR'S NAME

*Harold S. Henry*  
Signature

4-18-22  
Date

Rev	By	Date	Description



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

*Brett W. B. Nalowa*  
SEAL

Designed: CD, NN  
 Drawn: CD, NN, MN  
 Checked: BN  
 Approved: BN  
 Date: 10-31-19

**HONOLULU RAIL TRANSIT PROJECT**  
 HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

Prime Consultant: Subconsultant:

**R. M. TOWILL CORPORATION**  
 1000 Kalia Road, Suite 1000, Honolulu, HI 96813  
 Phone: (808) 943-1000 Fax: (808) 943-1001  
 www.rmtowill.com

For reduced prints, original page size in inches: 0 1 2 3 4

**HONOLULU / HO'OPILI  
 TEMPORARY PARK & RIDE**

**INDEX, LEGEND, AND ABBREVIATIONS**

Contract No.:	---
File:	---
Drawing No.:	C001
Rev.:	---
Scale:	AS SHOWN
Page No.:	2 of 32

FLAGM



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED

June 20, 2023 8:01 AM  
Doc No(s) A - 85710194

Pkg 12218559 ICL

/s/ LESLIE T KOBATA  
REGISTRAR

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail  Pickup

Honolulu Authority For Rapid Transportation  
1099 Alakea Street, Suite 1700  
Honolulu, Hawaii 96813  
Attn:

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

TGA: AS  
A2311424771-5

Total Pages: 8

Tax Map Key Nos.: 9-1-017-193 and 9-1-017-195

AGREEMENT AND COVENANT REGARDING LICENSE AND CONSTRUCTION OBLIGATIONS  
FOR HONOULIULI STATION AND THE TEMPORARY PARK AND RIDE  
(UNDERGROUND 12KV ELECTRICAL LINES)

THIS AGREEMENT is made as of May 31, 2023, by and between D.R. HORTON HAWAII LLC, a Delaware limited liability company, whose place of business and mailing address is 130 Merchant Street, Suite 112, Honolulu, Hawai'i 96813 ("Horton") and the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority For Rapid Transportation, a semi-autonomous municipal agency, whose place of business and post office address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813 ("HART"). Horton and HART are sometimes collectively referred to herein as the "Parties."

WHEREAS, Horton is the developer of the Ho'opili master planned project in Honouliuli, District of Ewa, City and County of Honolulu, State of Hawai'i ("Ho'opili"). Horton is the owner of those certain parcels of land located within Ho'opili described as (i) Lot 12, area 54.695 acres, more or less, delineated on the map entitled "Ho'opili Phase 5 Bulk Lot Subdivision," recorded in the Bureau of Conveyances of the State of Hawai'i, as File Plan No. 2529, which parcel is covered by TMK No. 9-1-017-195 ("Lot 12"), and (ii) Lot 10, area 67.859 acres, more or less, delineated on the map entitled "Ho'opili Phase 5 Bulk Lot Subdivision," recorded in the Bureau of Conveyances of the State of Hawai'i, as File Plan No. 2529, which parcel is covered by TMK No. 9-1-017-193 ("Lot 10"), and, together with Lot 12, collectively, "Property").

WHEREAS, the Parties have entered into that certain Temporary Park-and-Ride License dated effective June 1, 2023 ("License") regarding the use of an approximately 7.63-acre portion of the Property comprised of Lot 12 and a portion of Lot 10 for a temporary park and ride area that will serve as parking for the adjacent Honouliuli Rail Station located at 91-1251 Farrington Hwy, Ewa Beach, HI 96706.

EXECUTION MAY 2023

WHEREAS, the Parties acknowledge that the existing temporary 12kV overhead line (“Existing OH Line”) from Hawaiian Electric Company’s (“HECO”) Ewa Nui substation to the Honouliuli Rail Station, shown outlined in red on Exhibit “A,” is required to be replaced by 12kV underground cables (“New UG Line”) when permanent facilities for the transmission of power to the area, including the Honouliuli Rail Station, are installed in future Road C shown on Exhibit “A” attached hereto (“Road C”). Horton will undertake the construction of future Road C and installation of the New UG Line when Horton develops that area of Ho’opili, and Horton will coordinate with HECO the overhead to underground conversion of the Existing OH Line.

WHEREAS, Horton has agreed to accept the responsibility to (i) complete the construction of the New UG Line in future Road C (“New UG Line Construction”) in connection with its development in the area and (ii) coordinate with HECO the New UG Line Construction and HECO’s energization of the New UG Line and removal of Existing OH Line (“OH to UG Conversion”). The New UG Line Construction is more particularly described as acquisition and installation of underground electrical infrastructure from Road “C” (as shown on the Ho’opili Master Plan attached as Exhibit “A”) to Hooluana Drive to replace the Existing OH Line. A portion of the New UG Line Construction shall consist of the installation of two-5” conduits for unfused HECO 12 kV feeders, cabling and ductwork, and one 6’ x 14’ manhole, or such other electrical infrastructure as otherwise directed by HECO for the transmission of power to the Honouliuli Rail Station (collectively, “New UG Line Construction for Honouliuli Rail Station”).

WHEREAS, in consideration of Horton’s agreement to (i) undertake the New UG Line Construction for Honouliuli Rail Station at such time as when Horton constructs future Road C and undertakes the New UG Line Construction, and (ii) coordinate the OH to UG Conversion with HECO and bear responsibility for the costs imposed by HECO for the OH to UG Conversion, HART agrees to pay to Horton in advance a sum that approximates the estimated costs of the New UG Line Construction for Honouliuli Rail Station and estimated costs to be imposed by HECO for the OH to UG Conversion, to be held and used for that purpose, as provided herein.

NOW, THEREFORE, Horton and HART agree to the following terms.

1. PAYMENTS. HART shall pay to Horton One Million Three Hundred Eighty-Three Thousand and No/100 Dollars (\$1,383,000.00) (“Construction Payment”). The Construction Payment shall be made within 45 days of execution and recording of this Agreement. HART shall also pay to Horton the payments shown below, on or before the dates shown below, as long as the License is in effect (collectively, “Additional Payment”). In the event the License is terminated prior to June 30, 2027, HART may request within thirty (30) days of such termination, a pro rata reimbursement of an Additional Payment previously paid by HART to Horton solely in respect of the applicable period occurring after the termination date of the License, if any.

<u>Date of Payment</u>	<u>Period Covered</u>	<u>Payment Amount</u>
June 1, 2023	6/1/2023 – 1/31/2024	\$125,100
Feb. 5, 2024	2/1/2024– 1/31/2025	\$83,400
Feb. 5, 2025	2/1/2025– 1/31/2026	\$83,400
Feb. 5, 2026	2/1/2026– 1/31/2027	\$83,400
Feb. 5, 2027	2/1/2027– 6/30/2027	\$41,700

2. CONSTRUCTION. Horton agrees to use commercially reasonable efforts to (i) complete the New UG Line Construction for Honouliuli Rail Station to HECO’s satisfaction in conjunction with Horton’s development of future Road C and (ii) coordinate the OH to UG Conversion with HECO, it being

understood and agreed that the energization of the New UG Line is solely within the control of HECO, and Horton cannot ensure such energization will be undertaken by HECO without any interruption to the delivery of power to the Honouliuli Rail Station.

The Parties acknowledge that the Construction Payment is being made in advance of the New UG Line Construction for Honouliuli Rail Station, that the timing of the New UG Line Construction is uncertain, and that the Construction Payment will be applied to the New UG Line Construction for Honouliuli Rail Station and costs imposed by HECO for the OH to UG Conversion when they occur. Accordingly, Horton agrees to set aside the Construction Payment in a separate account until the New UG Line Construction for Honouliuli Rail Station and OH to UG Conversion are complete and to use the Construction Payment for the costs of New UG Line Construction for Honouliuli Rail Station and the costs imposed by HECO for the OH to UG Conversion, in that order. If the actual costs of the New UG Line Construction for Honouliuli Rail Station and costs imposed by HECO for the OH to UG Conversion exceed the Construction Payment, Horton shall be responsible for such shortfall in costs. HART acknowledges and agrees that if the actual costs of the New UG Line Construction for Honouliuli Rail Station and the costs imposed by HECO for the OH to UG Conversion are less than the Construction Payment, the difference between the Construction Payment and the actual costs of the New UG Line Construction for Honouliuli Rail Station and the costs imposed by HECO for the OH to UG Conversion shall not be returned to HART or its successor agency; Horton shall be entitled to retain such excess funds.

**3. RECORDS REGARDING NEW UG LINE.** Horton shall provide an accounting of the costs of the New UG Line Construction in accordance with its customary business practices as well as invoices and other supporting documentation for a period of three (3) years following completion of construction of the New UG Line Construction, it being understood and agreed that the costs specifically for the New UG Line Construction for Honouliuli Rail Station will not be separately itemized pursuant to Horton's customary business practices. Horton agrees to maintain and make available to HART, during regular business hours and upon seven (7) business days' prior written notice to Horton, accurate books and accounting records relating to the New UG Line Construction. Horton will permit HART and representatives of the United States, the State of Hawaii, and the City and County of Honolulu to audit, examine and make excerpts and transcripts from such books and records, and to make audits of all invoices, materials, payrolls, records or personnel and other data related to the New UG Line Construction. Horton shall maintain such data and records in an accessible location and condition for a period of not less than three years after completion of the New UG Line Construction.

**4. COVENANT.** This Agreement shall be deemed a covenant running with the Property.

**5. ENFORCEMENT AND INDEMNITY.** If Horton fails to complete the New UG Line Construction for Honouliuli Rail Station to the satisfaction of HECO, this Agreement shall serve as a lien on the Property. Horton shall indemnify and hold harmless HART from and against any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages (including, but not limited to, bodily injury, death and property damage), judgments, losses, demands, orders, penalties, settlements, costs, forfeitures and expenses of any kind whatsoever (including reasonable attorneys' fees and costs, and all litigation, mediation, arbitration and other dispute resolution costs and expenses), and expenses of enforcing any indemnification or hold harmless obligations under this Agreement, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise (collectively, "Losses"), arising from or caused by the New UG Line Construction for Honouliuli Rail Station, any defects in the New UG Line Construction for Honouliuli Rail Station, any noncompliance with any provision of this Agreement or any federal, State, or county law applicable to this Agreement, and any enforcement of any provision in this Agreement; except to the extent, if any, such Losses are caused by the gross negligence or willful misconduct of HART, its employees and agents or HART's successor agency. Horton shall provide HART with written notice of completion of the New UG Line Construction for Honouliuli Rail Station and satisfactory evidence of acceptance by HECO. This Paragraph shall survive the termination of the Agreement.

6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and to their respective successors, successors-in-trust, and assigns, including any duly created and legal successor of Horton, without the written consent of HART, which, if requested, shall not be unreasonably withheld.

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

IN WITNESS WHEREOF, HART and Horton have executed this Agreement, dated as of, and effective as of, the date written above.

HORTON:

D.R. HORTON HAWAII LLC,  
a Delaware limited liability company

By VERTICAL CONSTRUCTION  
CORPORATION,  
a Delaware corporation  
its Manager

By   
J. Matt Farris  
Region President

HART:

Approved as to Content:

\_\_\_\_\_  
Krista Lunzer  
Director, Transit Property Acquisition  
and Relocation

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

CITY AND COUNTY OF HONOLULU, a municipal  
corporation of the State of Hawaii, for the use and  
benefit of the Honolulu Authority for Rapid  
Transportation, a semi-autonomous municipal  
agency

By Honolulu Authority for Rapid Transportation

\_\_\_\_\_  
By Lori M.K. Kahikina, P.E.  
Its Executive Director and CEO

6. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon and inure to the benefit of each of the Parties hereto and to their respective successors, successors-in-trust, and assigns, including any duly created and legal successor of Horton, without the written consent of HART, which, if requested, shall not be unreasonably withheld.

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

IN WITNESS WHEREOF, HART and Horton have executed this Agreement, dated as of, and effective as of, the date written above.

HORTON:

D.R. HORTON HAWAII LLC,  
a Delaware limited liability company

By VERTICAL CONSTRUCTION  
CORPORATION,  
a Delaware corporation  
its Manager

By \_\_\_\_\_  
J. Matt Farris  
Region President

HART:

CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency

By Honolulu Authority for Rapid Transportation

Approved as to Content:

  
\_\_\_\_\_  
Krista Lunzer  
Director, Transit Property Acquisition  
and Relocation

Approved as to Form and Legality:

  
\_\_\_\_\_  
Deputy Corporation Counsel  
CYNTHIA K. CHING

  
\_\_\_\_\_  
By Lori M.K. Kahikina, P.E.  
Its Executive Director and CEO

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


On May 31, 2023 before me appeared Lori M.K. Kahikina, to me personally known, who being by me duly sworn or affirmed, did say that she executed the foregoing instrument as her free act and deed as Executive Director and CEO of Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency on behalf of the agency having been duly authorized to execute such instrument in such capacity.



Signature: [Handwritten Signature]  
Name: Lalana D. Moe  
Notary Public, State of Hawaii  
My commission expires: November 26, 2026

(Official Stamp or Seal)

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: Agreement and Covenant Regarding License and Construction Obligations	
Doc. Date: Undated at time of notarization	
No. of Pages: 8 Jurisdiction: First Circuit (in which notarial act is performed)	
<u>[Handwritten Signature]</u>	<u>5/31/23</u>
Signature of Notary	Date of Notarization and Certification Statement
<u>Lalana D. Moe</u>	
Printed Name of Notary	



(Official Stamp or Seal)



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

On MAY 24 2023, before me personally appeared **J. MATT FARRIS**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person in the capacity shown, having been duly authorized to execute such instrument in such capacity.

*Colleen Mae Okashige*

Print name: Colleen Mae Okashige  
Notary Public, State of Hawaii  
My commission expires: 11/14/2023

Date of Doc:	<u>Undated at time of notarization</u>	# Pages:	<u>8</u>
Name of Notary:	<u>Colleen Mae Okashige</u>	Notes:	<u>Executed in Counterparts</u>
Commission Expires:	<u>11/14/2023</u>		
Doc. Description:	<u>Agreement and Covenant</u>		
Regarding License and Construction Obligations for	<u>Honouliuli Station and Temporary Park and Ride</u>		(stamp or seal)
<i>Colleen Mae Okashige</i>	<b>MAY 24 2023</b>		
Notary Signature	Date		
First Circuit, State of Hawaii			
<b>NOTARY CERTIFICATION</b>			

**EXHIBIT A**

Temporary Overhead Lines and Illustration of Road C

See attached.

6/10/22 11:27:08 AM R:\Projects\2022\Ho'opihi Master Plan\2022\Ho'opihi Master Plan\Map 1 - June 10, 2022.dwg



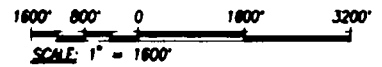
HART overhead electrical 12kV line along Road "C" to be converted to underground - from station near Road 6 to Road K (Hookuna Drive)

Road C

LEGEND	
	DEVELOPMENT BOUNDARY
	SUBDIVISION PHASING BOUNDARY
	LOT NUMBER
	PROPOSED HECCO SUBSTATION

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

**R.M. TOWILL CORPORATION**



MAP 1 - JUNE 10, 2022

HO'OPIHI MASTER PLAN

NC/G



**STATE OF HAWAII  
BUREAU OF CONVEYANCES**

**RECORDED**

March 28, 2024 8:01 AM

Doc No(s) A - 88530278

/s/ LESLIE T KOBATA  
REGISTRAR

Pkg 12348276 ICL

**LAND COURT SYSTEM**

**REGULAR SYSTEM**

After Recordation, Return By:  Mail  Pickup

Honolulu Authority For Rapid Transportation  
1099 Alakea Street, Suite 1700  
Honolulu, Hawaii 96813  
Attn: Krista Lunzer, Director of TPAR

TG: A7311458480-5

Total Pages: 41

TITLE OF DOCUMENT:

**GRANT OF EASEMENT FOR GUIDEWAY PURPOSES  
WITH COVENANTS AND RESTRICTONS**

Grant of Aerial, Setback, and Columns and Footings Easement

PARTIES TO DOCUMENT:

GRANTOR: D.R. Horton Hawaii LLC, a Delaware limited liability company  
130 Merchant Street, Suite 112  
Honolulu, Hawaii 96813

GRANTEE: CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of  
Hawaii, for the use and benefit of the Honolulu Authority For Rapid  
Transportation, a semi-autonomous municipal agency

PROPERTY DESCRIPTION:

See EXHIBIT A1

Tax Map Keys: 9-1-017: -193 (por.), -195 (por.) and -196 (por.)

**GRANT OF EASEMENT FOR GUIDEWAY PURPOSES  
WITH COVENANTS AND RESTRICTIONS  
(Grant of Aerial, Setback, and Columns and Footings Easement)**

This Grant of Easement for Guideway Purposes (this "Grant" or this "instrument") is made and entered into on this 1<sup>st</sup> day of March, 2024 ("Effective Date"), by and between **D.R. HORTON HAWAII LLC, a Delaware limited liability company ("Grantor")**, whose place of business and post office address is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, and the **CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority For Rapid Transportation, a semi-autonomous municipal agency ("Grantee")**, whose place of business and post office address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813.

**Recitals**

A. Grantor is the owner of certain real property located in the City and County of Honolulu, Hawaii, including those easement areas described as "Easement A" and "Easement C", as more particularly described in the legal descriptions attached hereto as **EXHIBIT A1**, and depicted as "Easement A" and "Easement C", respectively, on the map attached hereto as **EXHIBIT A2**, and, in each case, incorporated herein by reference (collectively, the "Easement Area," as further described and defined in Paragraph 1.d below).

B. The Easement Area consists of the areas legally described in **EXHIBIT A1** and depicted on **EXHIBIT A2**, including not only all the surface/surface area of such real property, but also the all of the area over and/or above such surface/surface area, with no height limit, and all of the area under and/or below such surface/surface area, with no depth limit/to the center of the earth.

C. The surface area of the Easement Area is being measured by the ground line / grade surface of the real property as it exists as of the Effective Date, referred to in this instrument as the "Surface Elevation"). The "Future Ground" (FG) elevations shown in the General Plan and Elevation Record Drawings dated March 24, 2016 attached hereto as **EXHIBIT A3** shall be rebuttably presumed to establish the Surface Elevations within the Easement Area.

D. Grantee desires certain easement rights associated with the Easement Area for purposes related to Grantee's Honolulu Rail Transit Project (the "**Project**"), and Grantor has agreed to grant such easements pursuant to the terms and conditions of this Grant. The Project includes an elevated fixed guideway, aerial tracks and support structures, as well as ancillary improvements and uses associated therewith, including without limitation stations, as well as incidentals thereto and all improvements, fixtures, equipment and other facilities and appurtenances ("**Guideway**"), an elevated passenger carrying train or trains and/or other passenger carrying vehicles, including without limitation commuter based rapid transit, light rail, elevated trains, magnetic levitation trains or similar technologies or replacement technologies of the future (collectively, "**Trains**"). The Guideway, Trains and Columns and Footings (as defined below) are collectively referred to as the "**Project Improvements**".

## Terms and Conditions

1. **Grant.** For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee and its employees, agents, consultants, sub-consultants, contractors, subcontractors, suppliers and other representatives and any successors, successors in interest or assigns of Grantee or any of the foregoing parties (collectively, "**Grantee Parties**"), the following easements (collectively, the "**Easement**"):

a. **Aerial Easement:** A perpetual, exclusive aerial easement (the "**Aerial Easement**") in those portions of the Easement Area over and above a bottom plane which is twenty (20) feet above the Surface Elevation (such area being referred to in this instrument as the "**Aerial Easement Area**"), within which construction (including reconstruction), development (including redevelopment), inspection, preservation, protection, operation, maintenance and repair of the Project, including without limitation the Project Improvements, may be performed. As set forth above in Recital B above, the Aerial Easement Area has no height limit. Additional terms of and/or governing the Aerial Easement and/or the Aerial Easement Area are set forth below in this instrument.

b. **Setback Easement:** A perpetual, non-exclusive setback easement (the "**Setback Easement**") in those portions of the Easement Area above the Surface Elevation, but below the Aerial Easement Area (the "**Setback Easement Area**"), within which construction (including reconstruction), development (including redevelopment), inspection, preservation, protection, maintenance and repair of the Project, including without limitation the Project Improvements, may be performed and within which an exclusive safety buffer of ten (10) feet in every direction around Columns and Footings (as defined below) may be established. Additional terms and provisions covering and/or relating to the Setback Easement Area are set forth below in Paragraph 3.

c. **Columns and Footings Easement:** A perpetual, exclusive columns and footings easement (the "**Columns and Footings Easement**") in those portions of the Setback Easement Area (the "**Columns and Footings Easement Area**") upon which, except as otherwise set forth in this instrument, up to but not more than fifty-five (55) support structures for and supporting the Project Improvements, including without limitation any Guideway(s) and station described or referenced below in this instrument or contemplated now or in the future by or for the Project, are or may be constructed and developed (including reconstructed and redeveloped), located, placed, used, maintained, repaired and operated, including without limitation one or more posts, columns, footings, foundations, foundation systems, along with any protective bollards or similar improvements and other support structures and appurtenances thereto (such support structures and appurtenances collectively, the "**Columns and Footings**"). As set forth above in Recital B above, the Columns and Footings Easement Area has no depth limit. The Columns and Footings Easement Area may be used by Grantee and other Grantee Parties, at any time, from time to time and without notice, for the development (and redevelopment), construction (and reconstruction), upgrade, building, installation, location, placement, removal, enlargement, structural modification, safety updates, reduction, inspection, operation, preservation, protection, maintenance and repair of the Columns and Footings. Additional terms and provisions covering and/or relating to the Columns and Footings and/or the Columns and Footings Easement Area are set forth below in Paragraph 3.

d. **Easement; Easement Area:** The Aerial Easement, the Setback Easement, and the Columns and Footings Easement (as set forth in the terms of Paragraph 1 above, including Paragraphs 1.a, 1.b and 1.c), are collectively referred to in this instrument as the "**Easement.**" The Aerial Easement Area,

Setback Easement Area, and Columns and Footings Easement Area are collectively referred to in this instrument as the "**Easement Area.**"

e. Access: Grantor grants the Easement together with, and the Easement includes without limitation, the right to use all necessary and convenient means of access to and from, including without limitation ingress to and egress from the Easement Area, including without limitation (i) the Aerial Easement Area, (ii) Setback Easement Area, and (iii) the Columns and Footings Easement Area, in any case, to and from the public street or highway most convenient thereto (including without limitation roadways within the Easement Area and Grantor-owned lands/property surrounding the Easement Area as necessary or convenient for access to and from, including without limitation ingress to and egress from, the Easement Area from public streets or highways for all purposes related to the Project).

## 2. Purpose and Use.

a. The Easement is for the development (and redevelopment), construction (and reconstruction), improvement, upgrade, building, installation, location, placement, removal, enlargement, structural modification, safety updates, reduction, inspection, protection, operation, use (including public use), preservation, protection, maintenance and repair (collectively, the "**Construction, Operation and Maintenance**" or the "**CO&M**") of the Project, including without limitation Project Improvements, together with all rights incidental thereto, and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement. The Easement Area must be and remain available at all times and without notice for the Construction, Operation and Maintenance of the Project by Grantee and the other Grantee Parties. The purposes of the Easement and Grantee's rights under and/or pursuant to this instrument include without limitation:

i. The CO&M of the Guideway or Guideways, Trains, and appurtenances as well as ancillary improvements and uses associated therewith, as well as incidentals thereto;

ii. The right to use the Easement Area for CO&M material, equipment and vehicles, as well as similar items, matters and things, together with and for pedestrian, vehicle and equipment use, access, ingress and egress purposes, including without limitation the CO&M of any and all Project Improvements, fixtures, equipment and other facilities described in and/or contemplated by this instrument and/or the Project (collectively, the "**Facilities**"), together with any and all appurtenances pertaining thereto; and

iii. The right to clear the Easement Area of any and/or all obstructions, to cut, trim and/or remove trees, shrubbery and/or other vegetation located in, on, about, along, over, under or otherwise affecting the Easement Area, or that may interfere or threaten to interfere with or endanger or threaten to endanger the Project, including without limitation the reliability, efficiency and/or the CO&M of the Project, the Facilities and/or the appurtenances thereto, through any reasonable means, at Grantee's sole cost and expense; provided, however, that Grantor shall be responsible and liable at Grantor's sole cost and expense (and shall pay or reimburse Grantee promptly upon request or demand) for any and all costs and/or expenses resulting from or relating to Grantor's presence in, within, on, along, through, around and/or about or use or occupancy of the Easement Area. In connection with the foregoing, including for purposes of Grantor's liability and responsibility, Grantor shall mean and include: (i) Grantor, (ii) Grantor's successors, successors in interest, and assigns, provided that any third parties who purchase or have purchased a residential home or commercial unit from Grantor shall not be deemed a successor, successor in interest or assign solely by virtue of that purchase, and (iii) the officers, directors,

agents, representatives, employees, partners, members, managers and shareholders, contractors, subcontractors (of all levels), suppliers, easement holders, sub-easement holders (of all levels), licensees, sub-licensees (of all levels), permittees, sub-permittees (of all levels), tenants, subtenants (of all levels), lessees, and sub-lessees (of all levels), of any of (i) or (ii), respectively, but excluding Grantee, those persons and/or entities claiming or entering by, under or through Grantee and any other Grantee Parties (collectively, the “**Grantor Associated Parties**”); in each case, provided that the foregoing terms of this instrument shall not prevent or limit Grantee’s rights, remedies and/or efforts with respect to holding third parties/others responsible and liable for its and/or their negligent acts or omissions, greater fault or strict liability.

b. At no time shall Grantor, and Grantor agrees that it shall not, commit or knowingly permit a use, occupation or enjoyment of the Easement Area that causes a hazardous condition to exist with respect to, or that interferes with, endangers, or otherwise adversely affects, the Project, the Facilities, the appurtenances thereto or Grantee’s rights under or pursuant to this instrument. Subject to the exceptions expressly and specifically set forth below in this instrument, Grantor shall not construct or knowingly allow any Grantor Associated Party to construct, any structure, building or other improvement, and shall not plant any trees, shrubbery or other vegetation or impound any water or place any temporary or permanent erection of any mast-type equipment or appurtenances within or below the Easement Area, so as to interfere with the safe, efficient and convenient operation of the Project, the Facilities and/or the appurtenances thereto, or which conflict with or which are in violation of Applicable Law (defined below), as the Project, the Facilities and/or the appurtenances thereto may now exist or may be modified, changed or revised in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with Grantor’s land/property. Grantor acknowledges and agrees that Grantee and/or the Grantee Parties shall have the right to remove, or cause to be removed, any obstruction(s) that Grantor (or others) install(s), erect(s), create(s) or permit(s) after the date of this instrument that interferes with or endangers or threatens to interfere with or endanger the Project, including without limitation the reliability, efficiency and/or CO&M of the Project, the Facilities and/or appurtenances thereto, at Grantee’s sole cost and expense except as provided in Paragraph 2.a.iii above (in connection with Grantor and/or the Grantor Associated Parties).

c. This instrument is intended to provide for and, therefore, provides for, without limitation, an aerial easement for the Project, with and including rights for surface post and/or column construction and surface as well as subsurface footing, foundation, foundation system, other support structures and appurtenances thereto (that is, the Columns and Footings), which aerial and other rights preclude, subject to the express and specific exceptions set forth below, the use of the surface land area and the area above the surface land area (that is, the Easement Area/the Aerial Easement Area, the Setback Easement Area and the Columns and Footings Easement Area) by or for the benefit of Grantor (or others, other than Grantee and the other Grantee Parties) for building, development or parking. Additional terms and provisions covering and/or relating to (i) the Setback Easement Area and (ii) Columns and Footings and/or the Columns and Footings Easement Area are set forth below in Paragraph 3 of this instrument.

### 3. Additional Terms Regarding Aerial, Setback, and Columns and Footings Easement Areas.

a. For purposes of the Columns and Footings Easement Area (as the same may be modified under, pursuant to, by and/or in accordance with this Agreement), and with all of the rights afforded under Paragraph 1.c above, Grantee has constructed fifty-five (55) Columns and Footings within the Easement Area; and the area of such Columns and Footings is currently (that is, as of the Effective Date) the Columns and Footings Easement Area, but subject to change as provided below. Grantee’s support post(s) and/or column(s) (that is, the post(s) and/or column(s) that support(s) the Guideway(s) and



other Project Improvements, including without limitation Facilities) initially and, in the future, are anticipated (but not guaranteed) to be approximately fifteen (15) feet in diameter, approximately one hundred twenty (120) feet deep and extend not less than approximately thirty (30) feet above the ground line / grade surface (as referenced above in this instrument), all exclusive of any safety buffer area established pursuant to Paragraph 3.b. below. The as-built location of the fifty-five (55) Columns and Footings initially/currently (that is, as of the Effective Date) establishes the Columns and Footings Easement Area.

b. Notwithstanding the non-exclusivity of the Setback Easement Area, Grantee shall have the right to establish an exclusive safety buffer of up to ten (10) feet around and extending outward in every direction from each of the Columns and Footings. Grantee may, without limitation, temporarily or permanently: (1) cordon off a safety buffer from the public and pedestrian traffic by fencing or other barrier systems, including the right to store equipment or supplies within the cordoned-off area, and (2) place within the safety buffer barriers or other protective measures to protect the Columns and Footings.

c. The Columns and Footings Easement Area is not subject to modification or change except as follows: The Columns and Footings Easement Area is subject to modification and/or change for safety or emergency purposes, including without limitation to address safety or emergency concerns which may include, as reasonably necessary, the construction of additional temporary and/or permanent columns or other additional support structures reasonably necessary to maintain the safe operation of the Project. In the event that Grantee determines that the Columns and Footings Easement Area should be modified or changed for safety or emergency purposes, including without limitation to address safety or emergency concerns, then the Columns and Footings Easement Area shall be modified and/or changed to address the same immediately upon or promptly after such purposes or concerns are identified, become known or otherwise arise or occur; and, while Grantee shall reasonably and in good faith endeavor to notify Grantor of same, Grantor acknowledges and agrees that the obligation of Grantee in this regard shall be limited to notifying Grantor of same, in writing, as soon as reasonable practicable (and, therefore, potentially after modifications and/or changes have already been commenced or completed). Upon the occurrence of, as well as following, such event, until a further modification and/or change in accordance with the foregoing, the Columns and Footings Easement Area shall be relocated to the area(s) in which the Columns and Footings then exist, including without limitation the right to establish a ten (10) foot safety buffer area pursuant to Paragraph 3.b above, at any time and from time to time upon and following any modification or change contemplated or permitted by or made under, pursuant to or in accordance with this Paragraph 3.c.

d. Except as expressly and specifically set forth below, no building of combustible construction shall be constructed by Grantor or the other Grantor Associated Parties, over, above, on, under, below, in, within, across, along, about, around, through and/or upon the Easement Area, in general, and non-exclusive use area of the Setback Easement Area, in particular. Additionally, storage of hazardous and/or combustible materials (including without limitation Hazardous Materials as defined in **EXHIBIT C**, attached hereto and incorporated herein by reference) by Grantor and the other Grantor Associated Parties is prohibited within the Easement Area, including without limitation in the Setback Easement Area. Grantor acknowledges and agrees that, as set forth above, the Easement includes without limitation rights of access to and from the public street or highway most convenient thereto to and from the Easement Area by Grantee and the Grantee Parties for all purposes related to the Project, including without limitation the CO&M of the Project, the Columns and Footings, as well as the other Facilities and/or the appurtenances thereto.

e. The parties agree that driveway and/or landscaping improvements and/or uses, including parking (but not other improvements or uses except as expressly and specifically provided herein pursuant to Paragraph 4 below, including without limitation the Exceptions and Modifications as defined in Paragraph 4), that both do not interfere with the Easement and do not violate the terms of this instrument are permitted in the Setback Easement Area, including other easements to the extent, but only to the extent, such other easements comply with the foregoing (that is, are for driveway and/or landscaping improvements and/or uses as limited by the terms of this instrument, including without limitation the terms of this Paragraph 3.e) and both do not interfere with the Easement and do not violate the terms of this instrument. In the event of driveway and/or landscaping improvements and/or uses, Grantor shall be responsible at Grantor's sole cost and expense for maintaining such driveways and landscaping in a clean, neat and safe condition at all times. Additionally, the parties, in general, agree, and Grantor, in particular, acknowledges and agrees, that (i) such driveway and/or landscaping improvements and/or uses are subject to and limited by the terms of Paragraph 3.a and Paragraph 3.c above, including without limitation the language providing for or otherwise addressing emergency and safety purposes and concerns, (ii) must be in the nature of and consistent with a that of a "so-called" linear park and (iii) must be compatible with and able to withstand the CO&M of the Project, including without limitation Project Improvements. In no event shall Grantee be responsible or liable for damage to or destruction of driveway and/or landscaping improvements, including without limitation unavailability of use of any of the driveway and/or landscaping improvements or uses, arising out of, resulting from, related to or otherwise incurred or suffered in connection with matters covered by the terms of Paragraph 3.a and Paragraph 3.c above, including without limitation the language providing for or otherwise addressing emergency and safety purposes and concerns, or the CO&M of the Project, including without limitation Project Improvements; and, therefore, Grantor on behalf of itself, the other Grantor Associated Parties and each of their respective heirs, successors and assigns, including any (and all) successor(s)-in-interest, waives and releases any and all such claims, rights and/or remedies, including without limitation all claims, demands, losses, liabilities, damages, costs and expenses, including without limitation attorneys' fees and costs, incurred or suffered in connection with same. For clarity, "driveway and/or landscaping improvements" as used in this Grant do not include any driveway or landscaping improvements within Right-of-Ways (as defined in **EXHIBIT B**).

f. The Setback Easement rights granted to Grantee and the Grantee Parties in, under and pursuant to this instrument shall include the right to clear the Setback Easement Area of any and all obstructions above the Surface Elevation, to cut, trim and remove trees and shrubbery located in, on, about, along, over or otherwise affecting the Easement Area above the Surface Elevation, or that may interfere with or threaten to endanger Project, the Facilities and/or the appurtenances thereto, including without limitation the reliability, efficiency or the CO&M of the Project, the Facilities and/or the appurtenances thereto.

g. Within the Setback Easement Area, Grantor shall not construct or allow to be constructed any structure, building or other improvement, subject to the provisions of Paragraph 4. Additionally, Grantor shall not plant any tree(s) or place any temporary or permanent erection(s) of any equipment or appurtenances within the Setback Easement Area, subject to the provisions of Paragraph 4, or use the Setback Easement Area in any manner so as to interfere with the safe, efficient and convenient CO&M of the Project and the Facilities, or which conflict with or which are in violation of Applicable Law, as may now exist or may be amended or otherwise apply in the future. Grantor further acknowledges and agrees that the foregoing prohibitions and limitations, together with any others set forth in this instrument, shall be a covenant running with Grantor's land/property.

4. Exceptions and Modifications. Certain exceptions and modifications to the terms of this Grant have been negotiated and agreed upon between Grantor and Grantee. Those exceptions and modifications are reflected as permitted uses and/or rights in the attached **EXHIBIT B**, titled *Exceptions and Modifications to Easement*, and are incorporated herein by this reference (the “**Exceptions and Modifications**”). To the extent of a conflict or discrepancy between the language in this Grant limiting Grantor’s (including without limitation any other of the Grantor Associated Parties’) rights to or use of the Setback Easement Area and the Exceptions and Modifications, the Exceptions and Modifications shall control; provided, however, that, notwithstanding the foregoing, the Exceptions and Modifications are permitted to the extent, but only to the extent, such uses and/or rights do not interfere with the Easement, and do not violate the other terms of this instrument.

5. Easement Condition "As-Is"; Assumption of Risk. Solely as to the pre-existing physical state and/or physical condition of the Easement Area as of March 1, 2012, the effective date of that certain Construction Right of Entry Permit relating to the Project made and entered into by and between Grantor and Grantee (as amended, “**Right of Entry**”), but not otherwise and excluding illegal, unlawful and/or intentionally hidden facts, circumstances and/or conditions, including without limitation contamination by or the other presence, including without limitation use, storage, disposal or release, of Hazardous Materials or violation of Applicable Law, including without limitation Environmental Laws (as defined in **EXHIBIT C** hereto), Grantee accepts the Easement Area "as-is" in the condition as of the date of the Right of Entry and acknowledges that Grantor has made no representations or warranties concerning the condition of the Easement Area, including the presence at the Easement Area of any Hazardous Materials, whether currently known or unknown, or the suitability of the Easement Area for Grantee's use. Again, solely as to the pre-existing physical state and/or physical condition of the Easement Area as of the date of the Right of Entry but not otherwise and excluding illegal, unlawful and/or intentionally hidden facts, circumstances and/or conditions, including without limitation contamination by or the other presence, including without limitation use, storage, disposal or release of Hazardous Materials or violation of Applicable Law, including without limitation Environmental Laws (as defined in **EXHIBIT C** hereto), Grantee and Grantee Parties shall use the Easement Area solely at Grantee's own risk and Grantee hereby assumes the risk of entering onto the Easement Area. Grantee, for itself and on behalf of the Grantee Parties, hereby releases and discharges Grantor and any Affiliate (defined below) of Grantor, and their respective past, present and future officers, directors, members, shareholders, employees, and representatives and any successors in interest or assignees of Grantor or any of the foregoing parties (including without limitation the additional persons, entities and/or parties identified as the Grantor Associated Parties above in and consistent with Paragraph 2.a.iii above, collectively, "**Grantor Parties**") from and covenants not to sue Grantor or the Grantor Parties for any and all damages, charges, claims, causes of action or detriment whatsoever, both known and unknown, foreseeable or unforeseeable which may arise from Grantee's exercise of rights granted under this Grant, that are in any way related, and only to the extent related, to the pre-existing physical state and/or pre-existing physical condition of the Easement Area as of the date of the Right of Entry but not otherwise, and excluding illegal, unlawful and/or intentionally hidden facts, circumstances and/or conditions, including without limitation contamination by or the other presence, including without limitation use, storage, disposal or release of Hazardous Materials at or from the Easement Area or violation of Applicable Laws, including without limitation Environmental Laws; and also excepting from such release, discharge and covenant not to sue any and all liabilities and claims arising from (1) Grantor’s (including any Grantor Party’s) undertaking of any Exceptions and Modifications pursuant to Paragraph 4 above, (2) any negligent or intentional act or omission, including without limitation any willful misconduct of or by Grantor (including any Grantor Party) or breach, default or failure of performance or compliance by Grantor (including any of the Grantor Parties) in connection with this Grant or any term of this Grant, and/or (3) liabilities or obligations of or to third parties (including without limitation adjacent and/or neighboring property owners and/or federal,

state or local governmental or quasi-governmental agencies or authorities) due to the presence or release of Hazardous Materials that were not caused by Grantee or Grantee Parties, including claims for contribution and indemnity. For purposes of this Grant, "Affiliate" means any person or entity that controls, is controlled by or is under common control with another person or entity, with "control" for purposes of this sentence meaning at least 50% ownership of the managing equity interests in the controlled entity.

6. Covenants.

a. Maintaining the Property. Grantee hereby covenants and agrees that it will use commercially reasonable care and commercially reasonable diligence in the exercise of its rights hereunder, and will keep the Facilities, Columns and Footings, and any other equipment, structures, or appurtenances installed or constructed by Grantee in good and safe condition and repair, at Grantee's sole cost and expense except as provided in Paragraph 2.a.iii above (in connection with Grantor and/or the Grantor Associated Parties), which shall apply as if set forth in full here in this Paragraph 6.a; provided, however, that, notwithstanding the foregoing or anything to the contrary set forth in this instrument, in the event of force majeure, acts of god or other causes not within the reasonable control of Grantee, Grantee shall have a reasonable period of time, taking into consideration all applicable facts and circumstances, following any damage or destruction that results in or otherwise renders the Project or any portion of it, including without limitation the Facilities, Columns and Footings, and/or any other equipment, structures, or appurtenances installed or constructed by or for Grantee, in other than good and safe condition and repair to perform maintenance, repairs, reconstruction and/or otherwise address the damage or destruction in a commercially reasonable manner. Grantor hereby covenants and agrees that it will use commercially reasonable care and commercially reasonable diligence in the exercise of its rights hereunder within the Setback Area, and will keep its improvements in a good and safe condition and repair, at Grantor's sole cost and expense.

b. Property Damage.

(i) Except as provided in Paragraph 2.a.iii above, Grantee shall be solely responsible for any damage to the extent caused by or related to any activity by Grantee or any Grantee Party on or to the Easement Area.

(ii) Except as otherwise provided herein, any damage caused by Grantee or any Grantee Party while exercising rights pursuant to this Grant to any Right-of-Ways (as defined in **EXHIBIT B**), roadways or associated facilities belonging to Grantor (such damage being "**Grantee Roadway Property Damage**") shall be repaired as soon as reasonably possible, subject to and in accordance with the following:

(a) Grantor shall request in writing that Grantee repair damage that Grantor believes to be Grantee Roadway Property Damage;

(b) Grantor shall bear the burden of establishing with reasonable evidence that the damage for which repair is requested constitutes Grantee Roadway Property Damage, and shall provide such information to Grantee with its request for repair;

(c) Grantor shall provide the written request for repair to Grantee as soon as reasonably possible after Grantor becomes aware of the subject damage, and in no event more than 60 days after Grantor knows, or with reasonable diligence should know, that the subject damage constitutes Grantee Roadway Property Damage;

(d) Grantee shall have no obligation to repair any Grantee Roadway Property Damage unless and until Grantor provides a timely written request for repair and supporting information;

(e) Grantee's obligation to repair Grantee Roadway Property Damage pursuant to this subparagraph is strictly limited to an obligation to Grantor only, for repair of Grantee Roadway Property Damage only. Grantee's obligation to repair Grantee Roadway Property Damage shall not give rise to any obligation on the part of Grantee to indemnify, defend or hold harmless Grantor or any Grantor Party.

(f) Grantee's obligation to repair Grantee Roadway Property Damage to any Right-of-Way, roadway, or associated facility shall terminate upon dedication of the Right-of-Way, roadway, or associated facility, respectively.

(iii) Without limitation of the foregoing, and in accordance with **EXHIBIT C** attached hereto and incorporated herein by reference, Grantee shall promptly undertake, at Grantee's sole cost and expense, all remedial measures required by law with respect to any leakage of petroleum products and any other deposit of Hazardous Materials on the Easement Area to the extent caused by or arising out of any activity by Grantee or Grantee Parties which may include, without limitation, removal of contaminated soil, environmental analysis, fees and costs, including reasonable attorney fees for or related to any enforcement action arising therefrom, and restoration of all property owned by Grantor affected by such Hazardous Materials as may be required for complete and final environmental approval by all governmental agencies asserting jurisdiction with respect thereto. Grantor shall be solely responsible for any damage to the extent caused by or related to any activity by Grantor or a Grantor Party or Grantor Parties within the Setback Area.

c. Observance of Laws. Grantee shall observe and comply with, and shall cause all of the Grantee Parties to observe and comply with, and Grantor shall observe and comply with, and shall cause all of the Grantor Parties to observe and comply with, all laws, ordinances, rules, and regulations made by the federal, state, and local governments affecting or applicable to the Easement Area and this Grant (collectively, "**Applicable Law**").

d. Liens. (1) Grantee shall not suffer or permit to be enforced against the Easement Area, or any part thereof, any mechanic's, materialmen's, contractors' or subcontractors' liens or any claim for damage arising from its or the Grantee Parties' activities under this Grant (collectively, "**Grantee Lien**"). Following the filing of an application for any Grantee Lien, Grantee shall (i) promptly post a bond in the amount required to release such application as an encumbrance on any property owned by Grantor, and (ii) pay or cause to be paid all of said Grantee Liens before any action is brought to enforce any of them against the Easement Area. Notwithstanding anything to the contrary set forth above, Grantee may contest the validity of any Grantee Liens, in whole or in part, if Grantee in good faith contests the validity of any such Grantee Liens; and, if Grantee in good faith contests the validity of any Grantee Liens, in whole or in part, then Grantee shall, at its expense, defend itself and shall pay and satisfy any adverse judgment that may be rendered thereon before enforcement thereof against Grantor or the Easement Area. Grantor reserves the right at any time and from time to time to reasonably post and maintain on the Easement Area or any portion thereof or improvement thereon such notices of non-responsibility or otherwise as may be necessary to protect Grantor against liability for any such liens and claims.

(2) Grantor shall not suffer or permit to be enforced against the Easement Area, or any part thereof, any mechanic's, materialmen's, contractors' or subcontractors' liens or any claim for damage arising from its or the Grantor Parties' activities (collectively, "**Grantor Lien**"). Following the filing of an application for any Grantor Lien, Grantor shall (i) promptly post a bond in the amount required to

release such application as an encumbrance on the Easement Area, and (ii) pay or cause to be paid all of said Grantor Liens before any action is brought to enforce any of them against the Easement Area. Notwithstanding anything to the contrary set forth above, Grantor may contest the validity of any Grantor Liens, in whole or in part, if Grantor in good faith contests the validity of any such Grantor Liens; and, if Grantor in good faith contests the validity of any such Grantor Liens, in whole or in part, then Grantor shall, at Grantor's sole cost and expense, defend itself and shall pay and satisfy any adverse judgment that may be rendered thereon before enforcement thereof against Grantee or the Easement Area. Grantee reserves the right at any time and from time to time to reasonably post and maintain on the Easement Area or any portion thereof or improvement thereon such notices of non-responsibility or otherwise as may be necessary to protect Grantee against liability for any such liens and claims.

h. Insurance. Grantee may elect and shall be required to insure or self-insure all liabilities arising out of its operations and activities related to this Grant.

If Grantee elects to insure liabilities arising out of its operations and activities related to this Grant, Grantee shall obtain and maintain in full force and effect, at its own expense, a policy of commercial general liability insurance, written on an occurrence basis, on which D.R. Horton, Inc., its affiliates and subsidiaries shall be named as an additional insured, insuring against liability for injury to persons and/or property and/or death of persons occurring in, on or about the Easement by Grantee's or any Grantee Party's conduct caused by, related to or arising out of the use of the Easement Area, with a limit of liability of not less than Ten Million Dollars (\$10,000,000) combined single limit. Such coverage afforded to Horton shall be primary and non-contributory. All such insurance shall also provide for fire, personal and advertising injury, and contractual liability coverage. Such policy or policies or certificate showing the above coverage shall be submitted to Horton concurrently with the execution and delivery of this Grant, and thereafter within ten (10) days prior to the expiration of such policy. Grantee also agrees to carry: (i) Workers Compensation Insurance that provides statutory benefits and coverage imposed by applicable state or federal law for Grantee's personnel, employees or agents and Grantee shall satisfy all Workers Compensation obligations imposed by law; (ii) Employer's Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) for each accident for bodily injury, Two Million Dollars (\$2,000,000) policy limit for bodily injury by disease, and Two Million Dollars (\$2,000,000) for each employee for bodily injury by disease; and (iii) Commercial Automobile Liability Insurance coverage with limits of not less than Two Million Dollars (\$2,000,000) per person for bodily injury and Two Million Dollars (\$2,000,000) for property damage per occurrence specifying "all autos" coverage or "all owned, leased, hired or non-owned autos."

All policies shall be from an insurance company licensed to do business in Hawaii with an AM Best rating of no less than A, VII, provide for a full waiver of subrogation and require that the company writing said policy give to Grantor thirty (30) days' prior written notice of any cancellation or termination, or reduction in the amounts, of coverage. The limits of any insurance maintained by Grantee shall not limit the liability of Grantee under Paragraph 8 below ("**Indemnification**") or Exhibit "C", paragraph d.

If Grantee elects to self-insure liabilities arising out of its operations and activities related to this Grant, such self-insurance shall be primary and noncontributory with any insurance coverage maintained by Grantor, and Grantee shall provide a letter of self-insurance to Grantor concurrently with the execution and delivery of this Grant.

i. Hazardous Materials. Neither Grantor nor any other Grantor Party shall store Hazardous Materials within the Easement Area. Neither Grantee nor any Grantee Parties shall store

Hazardous Materials within the Easement Area in violation of Applicable Law, including without limitation Environmental Laws. Grantor shall observe and comply with each and every provision of this Grant applicable to Grantor. Grantee shall observe and comply with each and every provision of this Grant applicable to Grantee, including but not limited to **EXHIBIT C** hereto.

7. **Remedies; No Termination.** Except as otherwise provided in this instrument, including without limitation as set forth below in this Paragraph 7, in the event of a breach, default or failure to perform by one party (whether Grantor or Grantee), the other party (whether Grantee or Grantor) shall have, be entitled to pursue as well as obtain and enforce all rights and remedies provided by law or in equity. However, notwithstanding the foregoing or anything contained elsewhere in this instrument to the contrary or otherwise, the Easement is perpetual; except upon the recording of Grantee's agreement or election in writing, in either case to be provided in Grantee's sole discretion, the Easement shall not terminate, expire or be abandoned; and Grantor waives, releases and relinquishes any right or remedy in the nature of or leading to termination, expiration or abandonment.

8. **Indemnification.** As a material part of the consideration for this Grant, Grantee shall indemnify and hold harmless Grantor and the Grantor Parties from and against any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages (including, but not limited to, bodily injury, death and property damage), judgments, losses, demands, orders, penalties, settlements, costs, forfeitures and expenses of any kind whatsoever (including reasonable attorneys' fees and costs, and all litigation, mediation, arbitration and other dispute resolution costs and expenses), and expenses of enforcing any indemnification or hold harmless obligations under this Grant, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise (collectively, "**Losses**"), arising from or caused by (i) any use of the Easement Area by Grantee or the Grantee Parties, (ii) any act or omission of Grantee or any of the Grantee Parties relating in any way to the Easement Area or this Grant, (iii) any bodily injury (including death), property damage, accident, fire or other casualty on the Easement Area attributable to the use, act or omission described in subparts (i) and (ii), (iv) any violation or alleged violation by Grantee or any of the Grantee Parties of any Applicable Law, (v) any failure of Grantee in connection with its entry to maintain the Easement Area in a safe, clean, and sanitary condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or any of the Grantee Parties on or about the Easement Area, and (vii) any enforcement by Grantor of any provision of this Grant and any costs of duly removing Grantee or any of the Grantee Parties from the Easement Area or restoring the same as provided herein; in each case, except to the extent, if any, such Losses are caused by:

- a. the negligence or intentional act or omission, including without limitation any willful misconduct, of Grantor or the Grantor Parties;
- b. a failure by Grantor or the Grantor Parties to comply with any provision of this Grant; or
- c. a violation of Applicable Law by Grantor or the Grantor Parties.

Additionally, Grantee shall have no obligation to indemnify or hold harmless Grantor or the Grantor Parties pursuant to this Paragraph 8 to the extent, if any, any Losses arise from acts or omissions, or the presence of persons, property, or improvements on or within the Easement Area, pursuant to Grantor's undertaking of any Exceptions and Modifications under Paragraph 4 above.

This Paragraph 8 shall survive the termination of this Grant.

9. **Successors.** Grantor's and Grantee's obligations, liabilities and/or duties under and/or pursuant to this instrument, including without limitation the prohibitions and limitations set forth herein, shall run with the land/property and apply not only to Grantor and Grantee, but also to their respective

heirs, successors, successors-in-interest, and assigns, including without limitation their respective officers, directors, partners, shareholders, members, managers, agents, representatives, employees, tenants, subtenants, licensees, sub-licensees, permittees, sub-permittees, contractors, subcontractors, consultants, suppliers, visitors, guests, and invitees. Grantee's and Grantor's respective rights and remedies resulting from the obligations, liabilities and duties, including without limitation any breach of, default under or failure of performance with respect to this instrument, shall be vested not only in Grantor and Grantee, respectively, but also in their respective successors and assigns, officers, directors, agents, representatives, employees, tenants, subtenants, licensees, sub-licensees, permittees, sub-permittees, contractors, subcontractors, consultants, suppliers, visitors, guests, and invitees, including without limitation passengers, patrons and others occupying, using, or performing or providing for CO&M of, for or with respect to the Project and/or the Facilities.

10. Assignment. Grantee shall have the right to assign, transfer or otherwise set over at any time and from time to time all or any part of the rights granted to it in this Grant/instrument for any reason or purpose whatsoever, including without limitation for the reason and/or purpose of facilitating the CO&M of the Project, including, without limitation, assigning rights to use the Easement Area in order to develop, construct, upgrade, build, install, locate, place, remove, enlarge, reduce, inspect, operate, use (including public use), preserve, protect, maintain and repair the Facilities and related appurtenances, or without any or for no reason or purpose.

11. Notice. Any and all notices, demands or other communications given hereunder, including without limitation any change of address of a party as set forth below, shall be deemed sufficiently given or rendered only if in writing and shall be deemed to have been duly given or made: (i) upon delivery, if hand delivered; (ii) one (1) business day after being sent by prepaid overnight courier with guaranteed delivery, with a record of receipt; or (iii) upon transmission with confirmed delivery if sent by email or facsimile, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

GRANTEE: Honolulu Authority for Rapid Transportation  
1099 Alakea Street, 17<sup>th</sup> Floor  
Honolulu, HI 96813  
Attn: Executive Director and CEO  
Phone: (808) 768-8344  
Fax: (808) 587-6080  
Email: [info@honolulustransit.org](mailto:info@honolulustransit.org)

GRANTOR: D.R. Horton Hawaii LLC  
130 Merchant Street, Suite 112  
Honolulu, HI 96813  
Attn: Tracy Tonaki  
Esther H. Roberts  
Email: [tstonaki@drhorton.com](mailto:tstonaki@drhorton.com)  
[ehroberts@drhorton.com](mailto:ehroberts@drhorton.com)  
Phone: (808) 521-5661



With a copy to:

D.R. Horton America's Builder  
11241 Slater Avenue NE, Suite 120  
Kirkland, WA 98033  
Attn: Kelly White, Esq.  
Melissa Trunnell, Esq.  
Phone: (425) 821-3400  
Email: [kwhite@drhorton.com](mailto:kwhite@drhorton.com)  
[mtrunnell@drhorton.com](mailto:mtrunnell@drhorton.com)

12. **Invalidity.** If any term or provision of this Grant shall, to any extent, be held invalid or unenforceable, the remainder of this Grant shall not be affected.

13. **No Waiver.** A waiver or breach of a covenant or provision in this Grant shall not be deemed a waiver of any other covenant or provision in this Grant, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

14. **Interpretation.** Definitions contained in this Grant apply to singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "hereby" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Grant as a whole and not to any particular provision of this Grant. This Grant shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Grantee's covenants and agreements are made on behalf of Grantee and the Grantee Parties.

15. **Amendment.** No supplement, modification or amendment of this Grant shall be binding unless in writing and executed by the parties hereto.

16. **Headings.** The headings of this Grant are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

17. **Counterparts.** This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

18. **Entire Agreement.** This Grant/this instrument sets forth the entire agreement of the parties with respect to the subject matter hereof. Except to the extent of any surviving rights, remedies, obligations, liabilities and/or duties under the Right of Entry, any prior agreement shall no longer apply and there are no other or further terms, whether written or oral.

**[Signature page follows]**

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

**GRANTOR:**

D.R. HORTON HAWAII LLC, a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION, a Delaware corporation, its Manager,

By J. Matt Farris  
J. Matt Farris  
Region President

**GRANTEE:**

**CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency**

By Honolulu Authority for Rapid Transportation

Lori M. K. Kahikina  
By: Lori M. K. Kahikina  
Its: Executive Director and CEO

Approved as to Content:

Krista Lunzer  
Krista Lunzer  
Director, Transit Property  
Acquisition and Relocation

Approved as to Form and Legality:

Cynthia K. Ching  
Deputy Corporation Counsel  
**CYNTHIA K. CHING**

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

*LALANA D. MOE*

On MARCH 15, 2024 before me appeared \_\_\_\_\_, to me personally known, who being by me duly sworn or affirmed, did say that ~~he~~ *she* executed the foregoing instrument as ~~his~~ *her* free act and deed as \_\_\_\_\_ of Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency on behalf of the agency having been duly authorized to execute such instrument in such capacity.

*EXECUTIVE DIRECTOR AND CEO*  
*[Signature]*

Signature: \_\_\_\_\_  
Name: LALANA D. MOE  
Notary Public, State of Hawaii

My commission expires: NOVEMBER 26, 2026



(Official Stamp or Seal)

**NOTARY CERTIFICATION STATEMENT**

Document Identification or Description: Grant of Easement

Doc. Date: Undated at time of notarization

No. of Pages: 4 Jurisdiction: First Circuit  
(in which notarial act is performed)

*[Signature]* MARCH 15, 2024  
Signature of Notary Date of Notarization and Certification Statement

LALANA D. MOE  
Printed Name of Notary



(Official Stamp or Seal)

My Commission Expires: NOVEMBER 26, 2026

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

On JAN 29 2024, before me personally appeared

J. Matt Farris, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the foregoing instrument as the free act and deed of such person, and in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Signature: Colleen Mae Okashige

Name: Colleen Mae Okashige

Notary Public, State of Hawai'i

My commission expires: NOV 14 2027

(Official Stamp or Seal)

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: Grant of Easement	
Doc. Date: Undated at time of notarization/ <u>Executed in Counterparts</u>	
No. of Pages: <u>38</u>	Jurisdiction: First Circuit (in which notarial act is performed)
<u>Colleen Mae Okashige</u> Signature of Notary <b>Colleen Mae Okashige</b>	<u>JAN 29 2024</u> Date of Notarization and Certification Statement
Printed Name of Notary <b>NOV 14 2027</b>	(Official Stamp or Seal)
My Commission Expires: _____	



**EXHIBIT A-1 (revised)**

**Easement A**

**For Guideway Purposes**

Affecting Lots 10 and 12 of Ho'opili Phase 5 Bulk Lot Subdivision (File Plan 2529),  
Being Lots 50010 and 50012 of DPP File No. 2017/SUB-85

At Honouliuli, Ewa, Oahu, Hawaii

Beginning at the southwest corner of this easement, being also along the northeast side of Lot 10067-A-1 (Map 1372) of Land Court Application 1069, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 5,053.46 feet South and 7,161.11 feet East, thence running by azimuths measured clockwise from true South:

1. 141° 36' 51.29 feet along Lot 10067-A-1 (Map 1372) of Land Court Application 1069;
2. Thence on a curve to the right with a radius of 1119.00 feet, the chord azimuth and distance being:  
224° 27' 32" 212.40 feet;
3. 229° 54' 17" 51.01 feet;
4. 233° 49' 26" 2199.36 feet;
5. 323° 49' 26" 50.00 feet;
6. 53° 49' 26" 2197.65 feet;
7. 49° 54' 17" 49.30 feet;
8. Thence on a curve to the left with a radius of 1069.00 feet, the chord azimuth and distance being:  
44° 09' 34" 214.03 feet

to the point of beginning and containing an area of 2.826 Acres, more or less.

2024 North King Street,  
Suite 200  
Honolulu, HI 96819-3470  
Telephone 808 842-1133  
Fax 808 842-1937  
eMail rmtowill@rmtowill.com



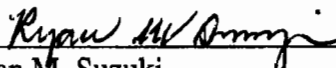
**R. M. TOWILL CORPORATION**  
SINCE 1930

Planning  
Engineering  
Environmental Services  
Photogrammetry  
Surveying  
Construction Management



R. M. TOWILL CORPORATION

Description Prepared by:

  
\_\_\_\_\_  
Ryan M. Suzuki Exp: 4/30/24  
Licensed Professional Land Surveyor  
Certificate Number 10059

February 13, 2024

Note:

DPP File No. 2017/SUB-85 was approved by the Department of Planning and Permitting (DPP) of the City and County of Honolulu on November 15, 2019.

DPP File No. 2020/SUB-187 was approved by the Department of Planning and Permitting (DPP) of the City and County of Honolulu on April 23, 2021.

-2-

2024 North King Street,  
Suite 200  
Honolulu, HI 96819-3470  
Telephone 808 842-1133  
Fax 808 842-1937  
eMail [rmtowill@rmtowill.com](mailto:rmtowill@rmtowill.com)



R. M. TOWILL CORPORATION  
SINCE 1930

Planning  
Engineering  
Environmental Services  
Photogrammetry  
Surveying  
Construction Management

**EXHIBIT A-1 (revised)**

**Easement C**

**For Guideway Purposes**

Affecting Lots 12 and 13 of Ho'opili Phase 5 Bulk Lot Subdivision (File Plan 2529),  
Being Lots 50012 and 50013 of DPP File No. 2017/SUB-85

At Honouliuli, Ewa, Oahu, Hawaii

Beginning at the northeast corner of this easement, being along the north side of affected Lot 10069-A (Map 1162) of Land Court Application 1069, same being also along Farrington Highway, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KAPUAI NEW" being 818.00 feet South and 11,622.52 feet East, thence running by azimuths measured clockwise from true South:

1. 268° 44' 185.00 feet along Farrington Highway;
2. Thence on a curve to the left with a radius of 1191.00 feet, the chord azimuth and distance being:  
46° 03' 09.5" 1235.53 feet;
3. 14° 48' 28" 345.40 feet;
4. 19° 28' 01" 64.48 feet;
5. Thence on a curve to the right with a radius of 1252.00 feet, the chord azimuth and distance being:  
35° 52' 31.5" 707.34 feet;
6. 52° 17' 02" 52.48 feet;
7. 53° 49' 26" 1239.92 feet;
8. 157° 19' 02" 25.03 feet;
9. 143° 49' 26" 25.66 feet;
10. 233° 49' 26" 1233.41 feet;
11. 232° 17' 02" 51.81 feet;

2024 North King Street,  
Suite 200  
Honolulu, HI 96819-3470  
Telephone 808 842-1133  
Fax 808 842-1937  
eMail rmtowill@rmtowill.com



**R. M. TOWILL CORPORATION**  
SINCE 1938

Planning  
Engineering  
Environmental Services  
Photogrammetry  
Surveying  
Construction Management

12. Thence on a curve to the left with a radius of 1202.00 feet, the chord azimuth and distance being:

215° 52' 31.5" 679.09 feet;

13. 199° 28' 01" 62.44 feet;

14. 194° 48' 28" 343.36 feet;

15. Thence on a curve to the right with a radius of 1241.00 feet, the chord azimuth and distance being:

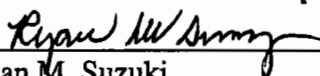
221° 51' 06" 1128.50 feet

to the point of beginning and containing an area of 4.161 Acres, more or less.



R. M. TOWILL CORPORATION

Description Prepared by:

  
\_\_\_\_\_  
Ryan M. Suzuki Exp: 4/30/24  
Licensed Professional Land Surveyor  
Certificate Number 10059

February 13, 2024

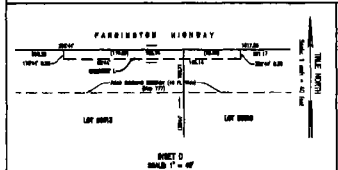
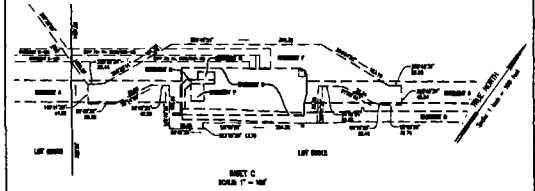
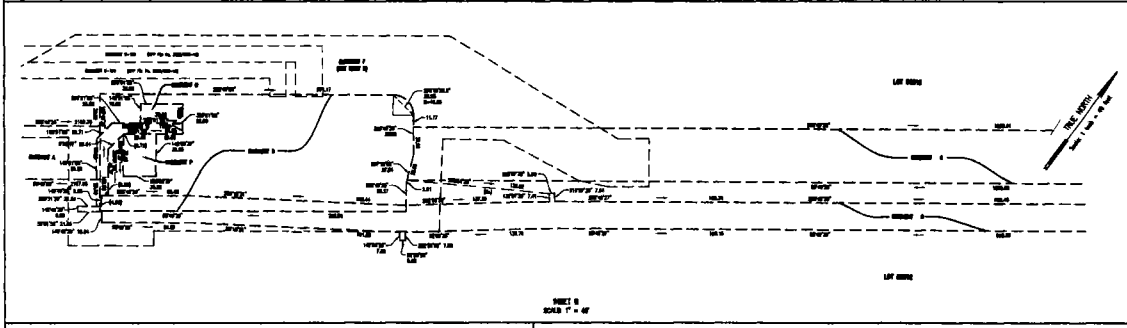
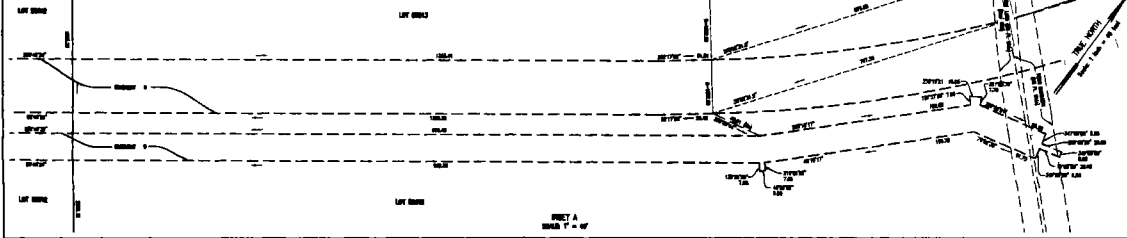
Note:

DPP File No. 2017/SUB-85 was approved by the Department of Planning and Permitting (DPP) of the City and County of Honolulu on November 15, 2019.

DPP File No. 2020/SUB-187 was approved by the Department of Planning and Permitting (DPP) of the City and County of Honolulu on April 23, 2021.



# EXHIBIT A-2

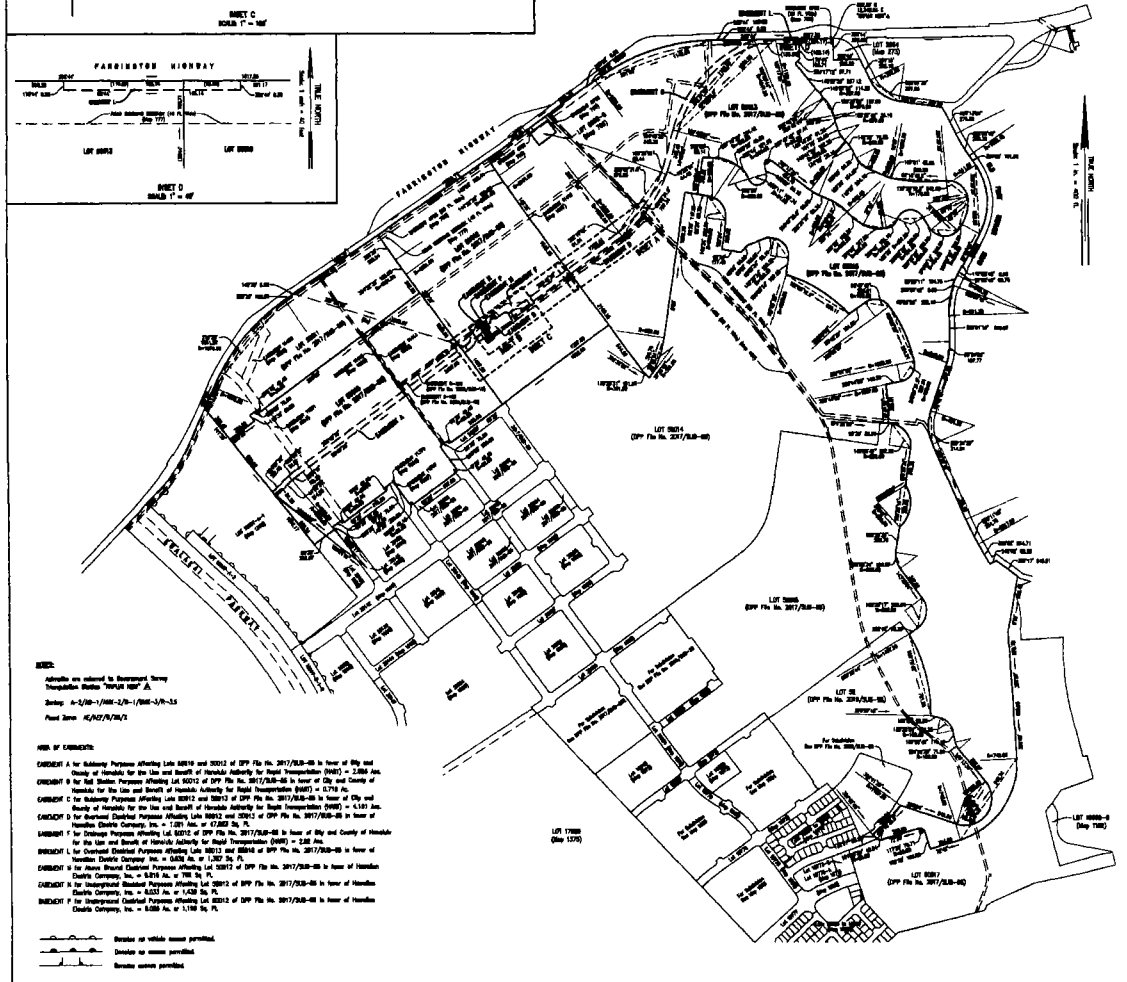


DESIGNATION OF THE FOLLOWING EASEMENTS:  
 EASEMENT A AFFECTING LOTS 50010 AND 50012  
 OF DPP FILE NO. 2017/SUB-85,  
 EASEMENTS B, F, M, N AND P AFFECTING LOT 50012  
 OF DPP FILE NO. 2017/SUB-85;  
 EASEMENTS C AND D AFFECTING LOTS 50012 AND 50013  
 OF DPP FILE NO. 2017/SUB-85;  
 AND EASEMENT L AFFECTING LOTS 50013 AND 50018  
 OF DPP FILE NO 2017/SUB-85

AT HONOLULU, EWA, OAHU, HAWAII  
 TAX MAP KEY: (1) 9-1-017: POR. 172

2017/EUB-197  
 APPROVED  
 PLANNING  
 DEPARTMENT  
 APR 13 2017  
*[Signature]*  
 R. M. TOWELL COMPANION

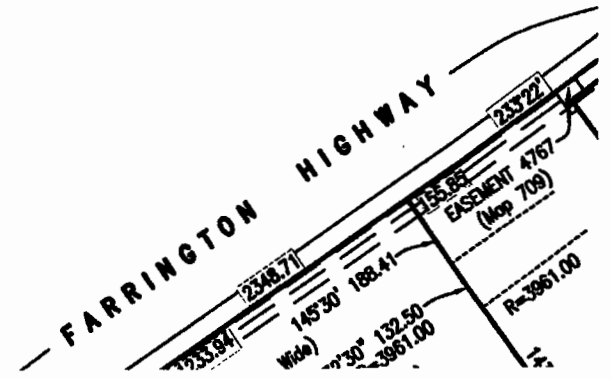
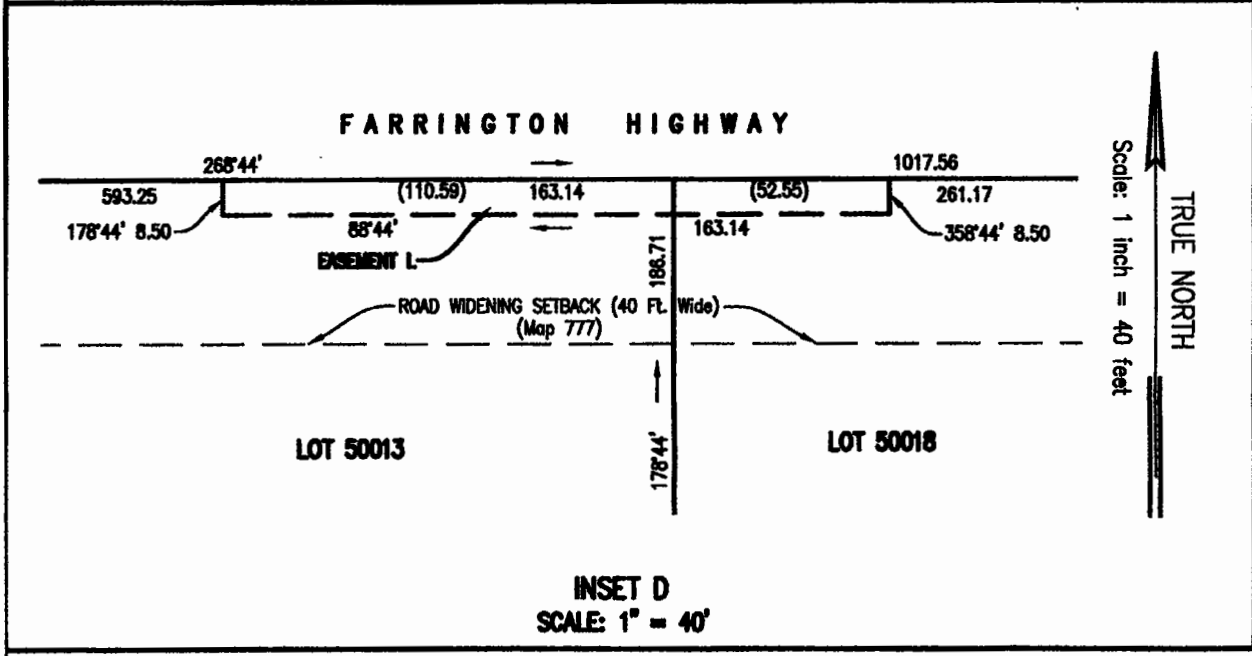
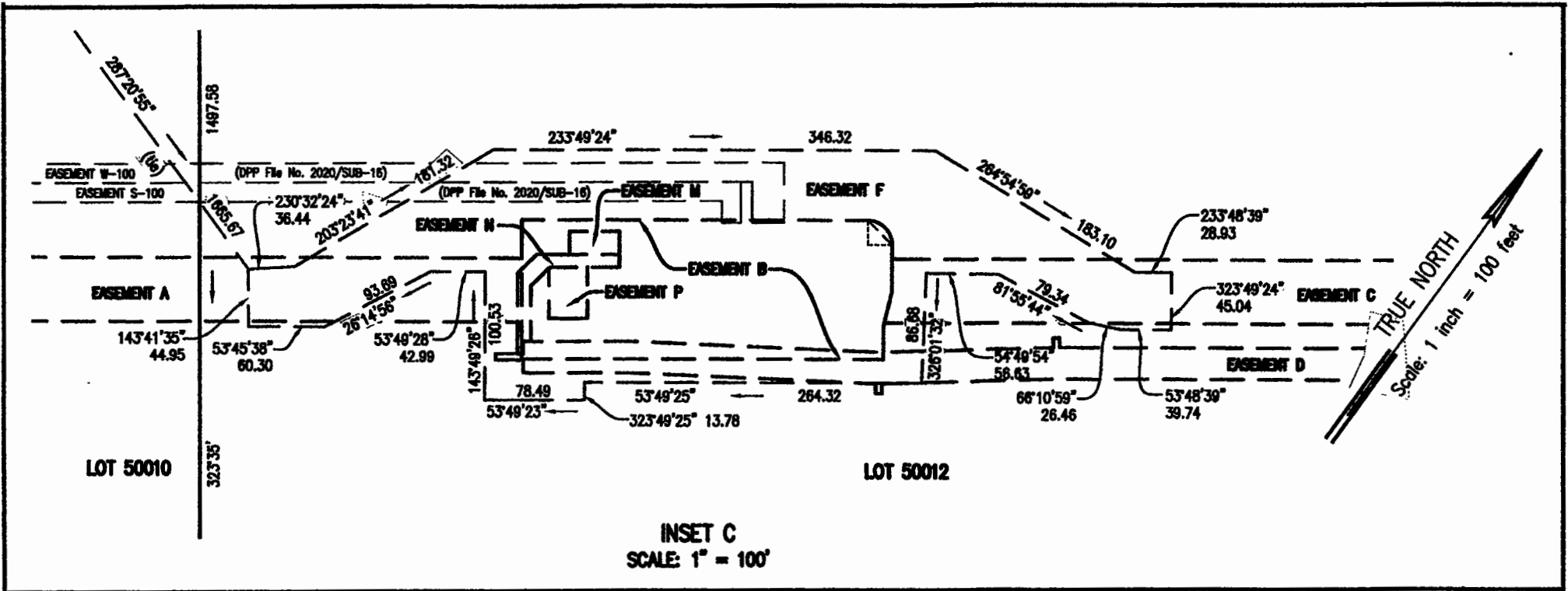
DRAWN: S.A. NORTH HAWAII LLC

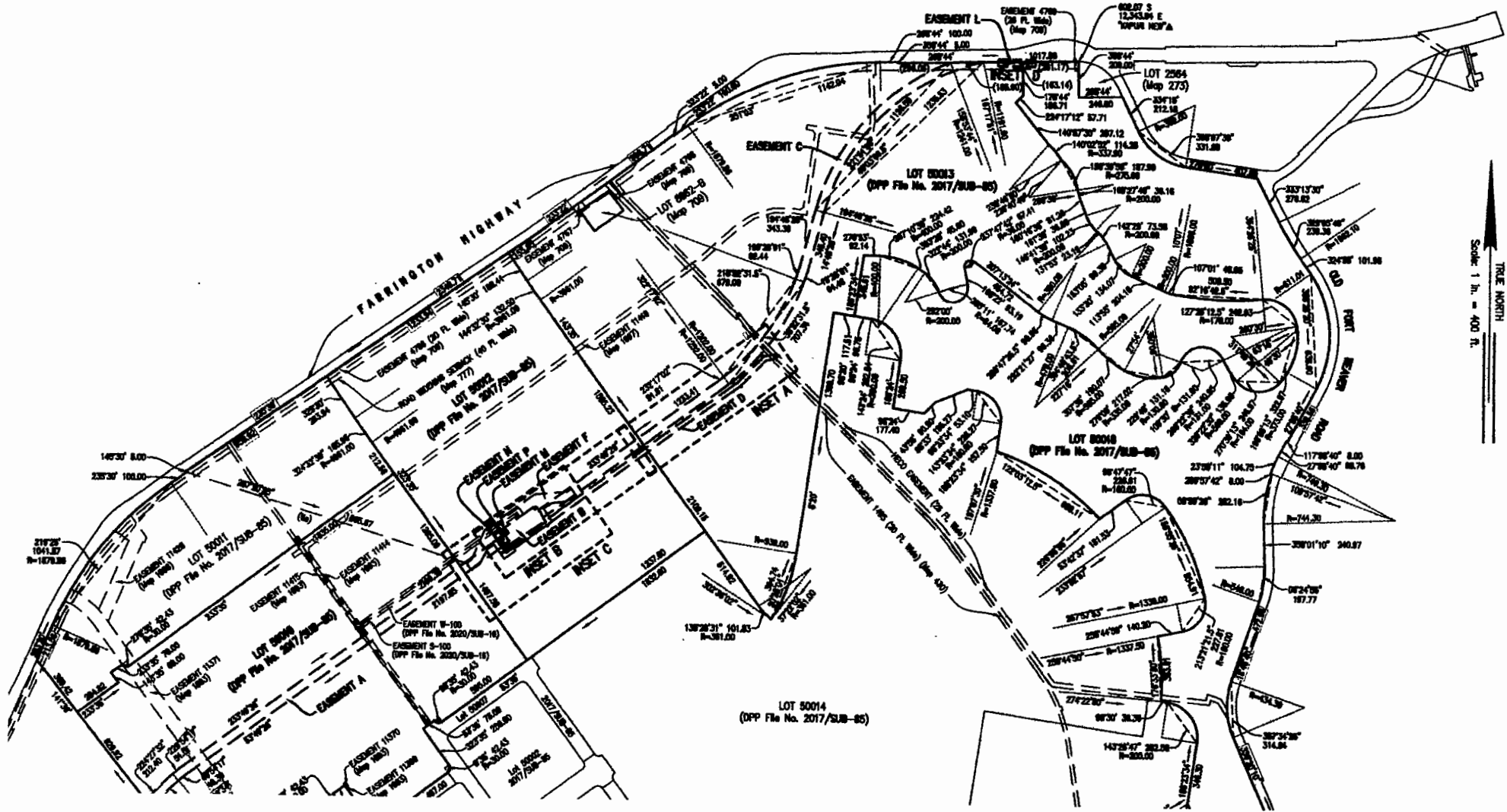


NOTE:  
 Symbols are related to Easement Terms  
 Transportation Status "Private" or "A"  
 Survey: A-2/10-1/100-2/10-1/100-3/10-1/1  
 Filed Date: 4/10/17/10/17

NOTE OF CONDITIONS:  
 EASEMENT A for Easement Purpose Affecting Lot 50010 and 50012 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) - 2,000 Sq. Ft.  
 EASEMENT B for Easement Purpose Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) - 2,750 Sq. Ft.  
 EASEMENT C for Easement Purpose Affecting Lots 50012 and 50013 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) - 4,100 Sq. Ft.  
 EASEMENT D for Easement Purpose Affecting Lots 50012 and 50013 of DPP File No. 2017/SUB-85 in favor of Honolulu Electric Company, Inc. - 1,200 Sq. Ft. or 1,200 Sq. Ft.  
 EASEMENT F for Easement Purpose Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) - 2,000 Sq. Ft.  
 EASEMENT M for Easement Purpose Affecting Lots 50012 and 50013 of DPP File No. 2017/SUB-85 in favor of Honolulu Electric Company, Inc. - 1,200 Sq. Ft. or 1,200 Sq. Ft.  
 EASEMENT N for Easement Purpose Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of Honolulu Electric Company, Inc. - 1,200 Sq. Ft. or 1,200 Sq. Ft.  
 EASEMENT P for Easement Purpose Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of Honolulu Electric Company, Inc. - 1,200 Sq. Ft. or 1,200 Sq. Ft.  
 EASEMENT L for Easement Purpose Affecting Lot 50013 of DPP File No. 2017/SUB-85 in favor of Honolulu Electric Company, Inc. - 1,200 Sq. Ft. or 1,200 Sq. Ft.







Scale: 1 in. = 400 ft.  
 TRUE NORTH

25

**AREA OF EASEMENTS:**

- EASEMENT A** for Guideway Purposes Affecting Lots 50010 and 50012 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) = 2.826 Acs.
- EASEMENT B** for Rail Station Purposes Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) = 0.718 Ac.
- EASEMENT C** for Guideway Purposes Affecting Lots 50012 and 50013 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) = 4.161 Acs.
- EASEMENT D** for Overhead Electrical Purposes Affecting Lots 50012 and 50013 of DPP File No. 2017/SUB-85 in favor of Hawaiian Electric Company, Inc. = 1.091 Acs. or 47,523 Sq. Ft.
- EASEMENT F** for Drainage Purposes Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of City and County of Honolulu for the Use and Benefit of Honolulu Authority for Rapid Transportation (HART) = 2.02 Acs.
- EASEMENT L** for Overhead Electrical Purposes Affecting Lots 50013 and 50018 of DPP File No. 2017/SUB-85 in favor of Hawaiian Electric Company, Inc. = 0.032 Ac. or 1,387 Sq. Ft.
- EASEMENT M** for Above Ground Electrical Purposes Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of Hawaiian Electric Company, Inc. = 0.016 Ac. or 702 Sq. Ft.
- EASEMENT N** for Underground Electrical Purposes Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of Hawaiian Electric Company, Inc. = 0.033 Ac. or 1,439 Sq. Ft.
- EASEMENT P** for Underground Electrical Purposes Affecting Lot 50012 of DPP File No. 2017/SUB-85 in favor of Hawaiian Electric Company, Inc. = 0.028 Ac. or 1,199 Sq. Ft.



Denotes no vehicle access permitted.



Denotes no access permitted.



Denotes access permitted.

RECEIVED

2021 APR 19 PM 12:20

DEPARTMENT OF PLANNING AND PERMITTING  
CITY AND COUNTY OF HONOLULU

DESIGNATION OF THE FOLLOWING EASEMENTS:  
 EASEMENT A AFFECTING LOTS 50010 AND 50012  
 OF DPP FILE NO. 2017/SUB-85;  
 EASEMENTS B, F, M, N AND P AFFECTING LOT 50012  
 OF DPP FILE NO. 2017/SUB-85;  
 EASEMENTS C AND D AFFECTING LOTS 50012 AND 50013  
 OF DPP FILE NO. 2017/SUB-85;  
 AND EASEMENT L AFFECTING LOTS 50013 AND 50018  
 OF DPP FILE NO. 2017/SUB-85

AT HONOULIULI, EWA, OAHU, HAWAII  
 TAX MAP KEY: (1) 9-1-017: POR. 172

2020/SUB-187  
 APPROVED  
 DEPARTMENT OF PLANNING AND PERMITTING  
 City and County of Honolulu

Date APR 23 2021

*Eugene H. Jaharant*  
 Director of Planning and Permitting  
 For

R. M. TOWILL CORPORATION

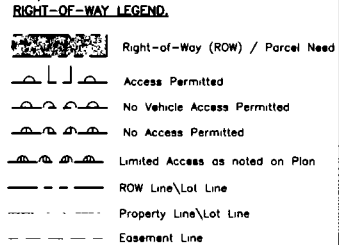
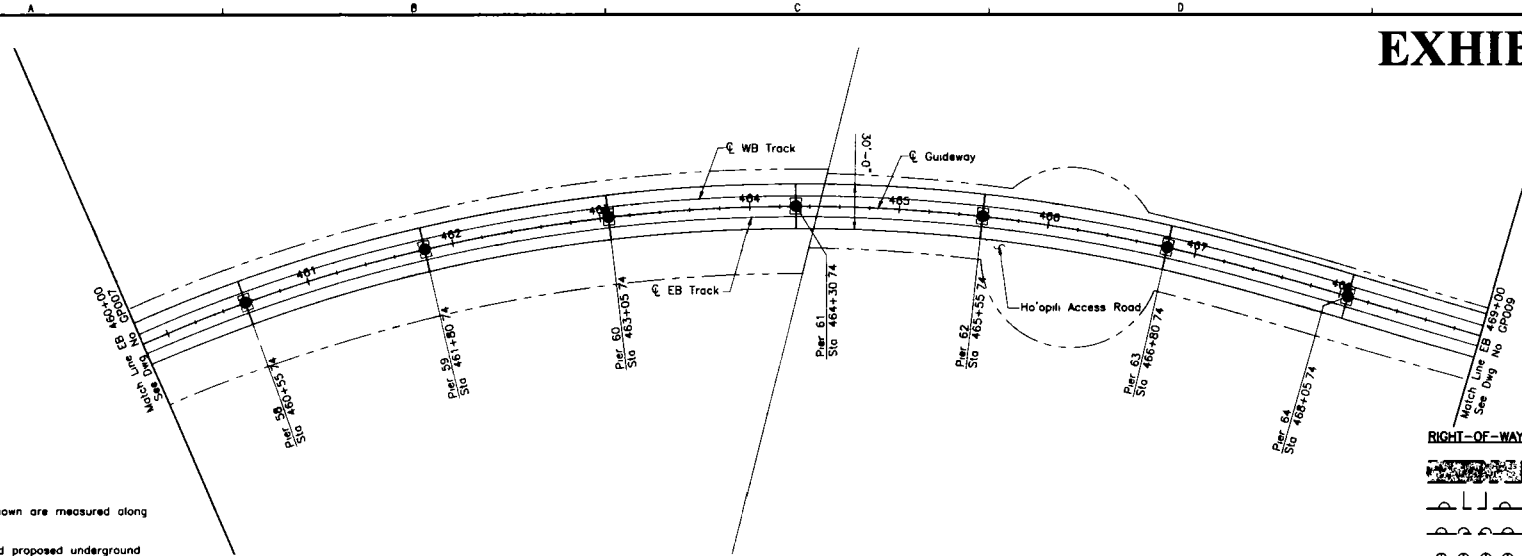
*Ryan M. Suzuki* 4/30/22  
 Ryan M. Suzuki Expiration Date  
 Licensed Professional Land Surveyor  
 Certificate Number 10059  
 Land Court Certificate Number 280



2024 North King Street, Suite 200  
 Honolulu, Hawaii 96819  
 October 2, 2020

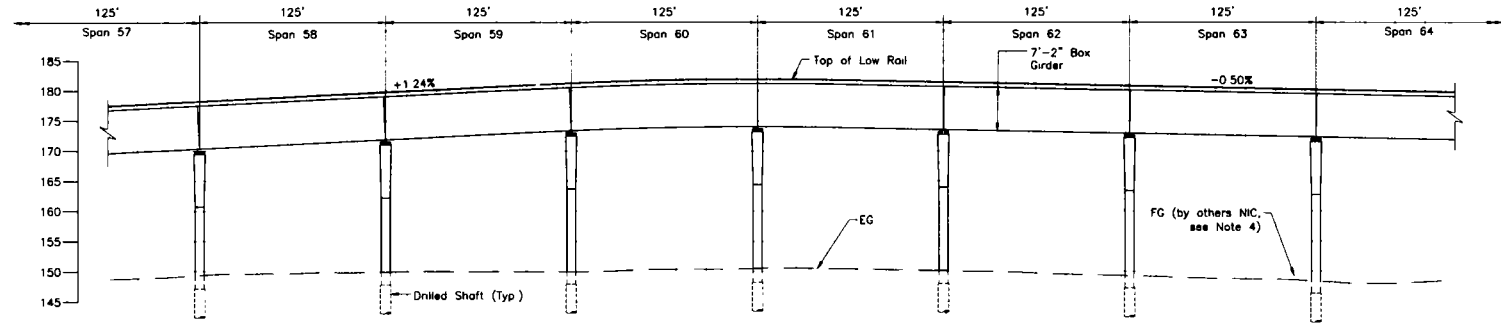
OWNER: D.R. HORTON HAWAII LLC

# EXHIBIT A3

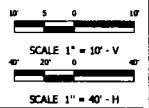


- NOTES**
- 1 Pier stations shown are measured along  $\bar{C}$  of Guideway
  - 2 For existing and proposed underground utilities, see Foundation Layout drawings
  - 3 For utility relocation details Foundation Layouts, see Utility Relocation drawings
  - 4 Future ground (NIC) shown represents the FG location per RFCR 0029 provided by the Owner

**PLAN**



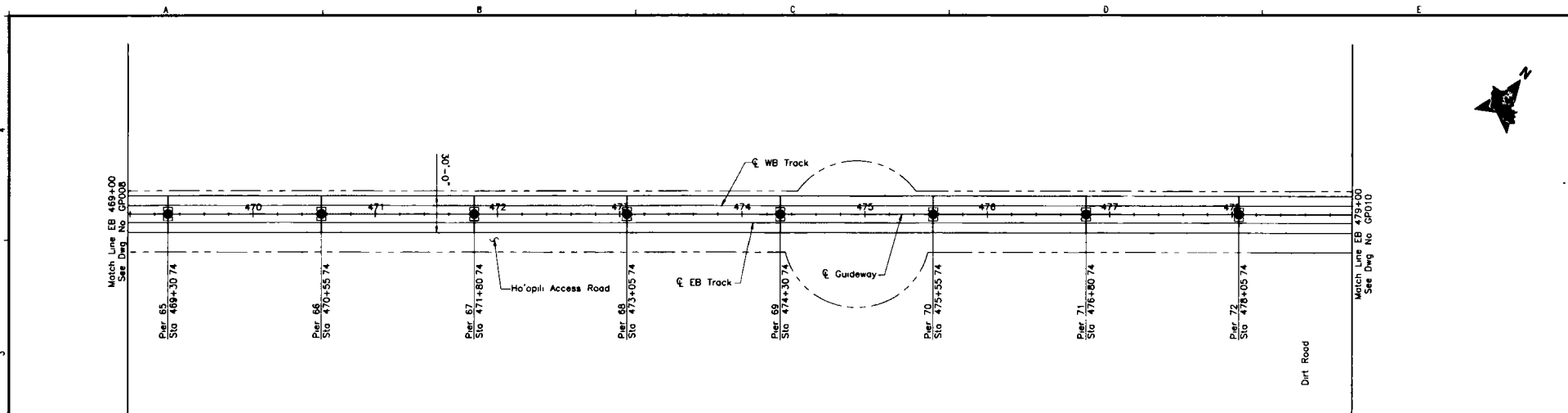
**ELEVATION**



**RECORD DRAWING**

Designed: S. Dean Drawn: J. Porter Checked: C. Rognoli Approved: K. Price Date: 03-24-16				<b>HONOLULU RAIL TRANSIT PROJECT</b> HONOLULU AUTHORITY FOR RAPID TRANSPORTATION		WEST O'AHU/FARRINGTON DESIGN-BUILD <b>GENERAL PLAN &amp; ELEVATION -8</b> SPANS 57 TO 64	
1 EY 03-24-16 Record Drawing 0 KDP 04-23-12 Approved for Construction						Contract No: CT-HRT-10H0137 File: WOFH-G04-GP008.dwg Drawing No: GP008 Rev: 1 Scale: 1"=40' H, 1"=10' V Page No: 1006 of 2313	

28



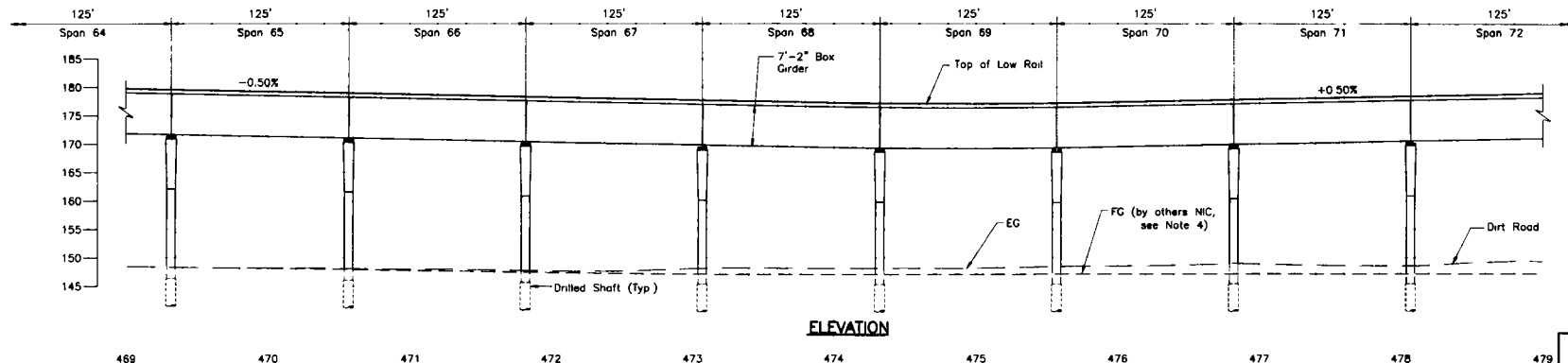
**NOTES**

- 1 Pier stations shown are measured along  $\phi$  of Guideway.
- 2 For existing and proposed underground utilities, see Foundation Layout drawings
- 3 For utility relocation details Foundation Layouts, see Utility Relocation drawings
- 4 Future ground (NIC) shown represents the FG location per RFCR 0029 provided by the Owner

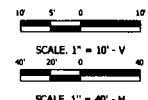
**PLAN**

**RIGHT-OF-WAY LEGEND:**

- Right-of-Way (ROW) / Parcel Need
- Access Permitted
- No Vehicle Access Permitted
- No Access Permitted
- Limited Access as noted on Plan
- ROW Line/Lot Line
- Property Line/Lot Line
- Easement Line



**ELEVATION**

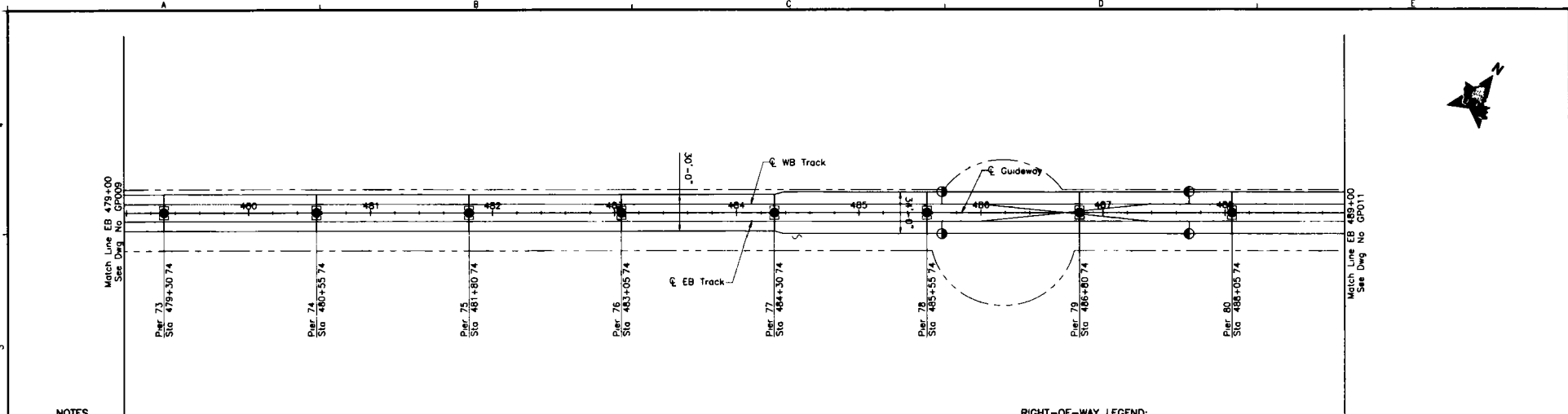


**RECORD DRAWING**

Designed: S. Dean Drawn: J. Porter Checked: C. Rosignoli Approved: K. Price Date: 03-24-16				<b>HONOLULU RAIL TRANSIT PROJECT</b> HONOLULU AUTHORITY FOR RAPID TRANSPORTATION				<b>WEST O'AHU/FARRINGTON DESIGN-BUILD</b> <b>GENERAL PLAN &amp; ELEVATION - 9</b> <b>SPANS 64 TO 72</b>				Contract No: CT-HRT-10H0137 File: WCH-004-GP009.dwg Drawing No: GP009 Rev: 1 Scale: 1"=40' V, 1"=100' H Page No: 1007 of 2313			
1 EY 03-24-16 Record Drawing 0 KDP 02-22-12 Approved for Construction															
Rev By Date Description				For reduced prints, original page size is metric.											

29

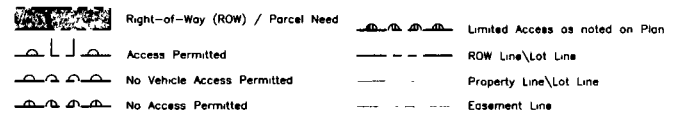




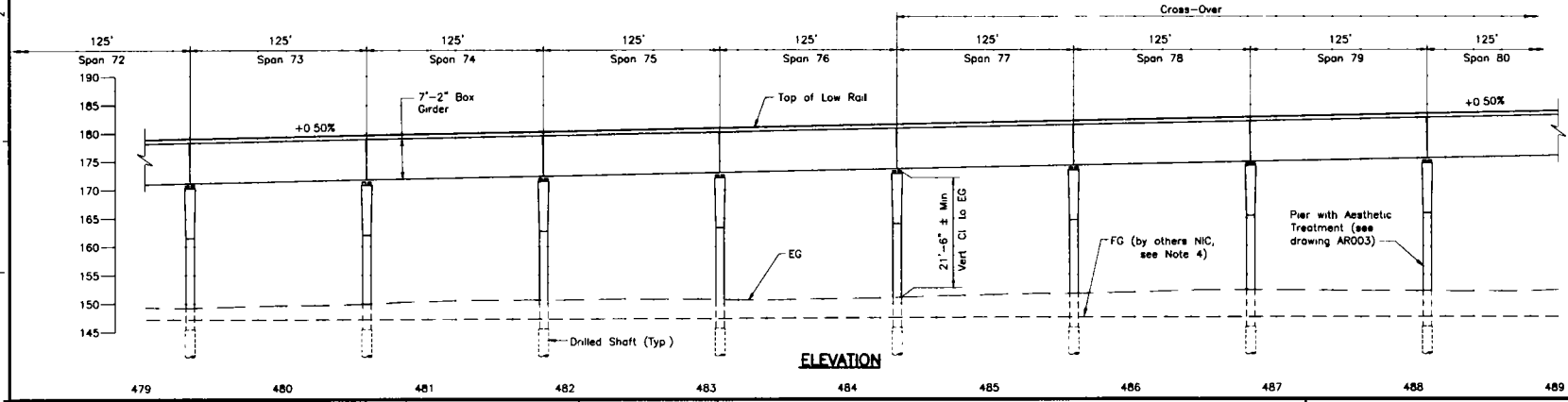
**NOTES**

- 1 Pier stations shown are measured along  $\odot$  of Guideway
- 2 For existing and proposed underground utilities, see Foundation Layout drawings
- 3 For utility relocation details Foundation Layouts, see Utility Relocation drawings
- 4 Future ground (NIC) shown represents the FG location per RFCR 0029 provided by the Owner

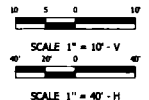
**RIGHT-OF-WAY LEGEND:**



**PLAN**



**ELEVATION**



**RECORD DRAWING**

Rev	By	Date	Description
2	EY	03-24-16	Record Drawing
1	RDT	08-08-12	Revised per NDC 3
0	KDP	04-23-12	Approved for Construction

Designed	S. Dean
Drawn	J. Porter
Checked	C. Rosignoli
Approved	R. Turton
Date	03-24-16

**HONOLULU RAIL TRANSIT PROJECT**  
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

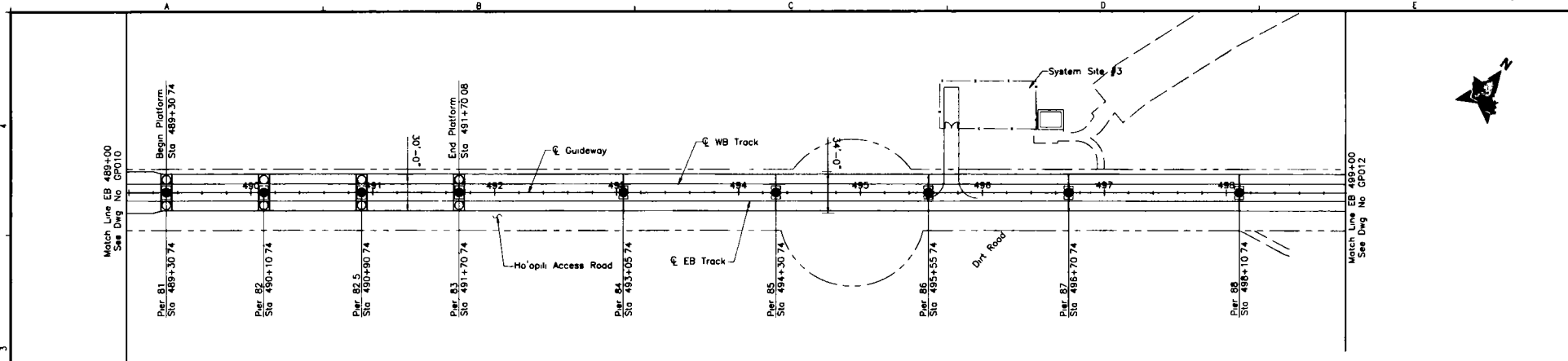
Prime Consultant: **Kiewit HNTB** Subconsultant:

For reduced prints, original page size in inches.

**WEST O'AHU/FARRINGTON DESIGN-BUILD**

**GENERAL PLAN & ELEVATION - 10**  
**SPANS 72 TO 80**

Contract No.	CT-HRT-10H0137
File	WOFH-G04-GP010.dwg
Drawing No.	GP010
Rev	2
Scale	1"=40' H, 1"=10' V
Page No.	1008 of 2313



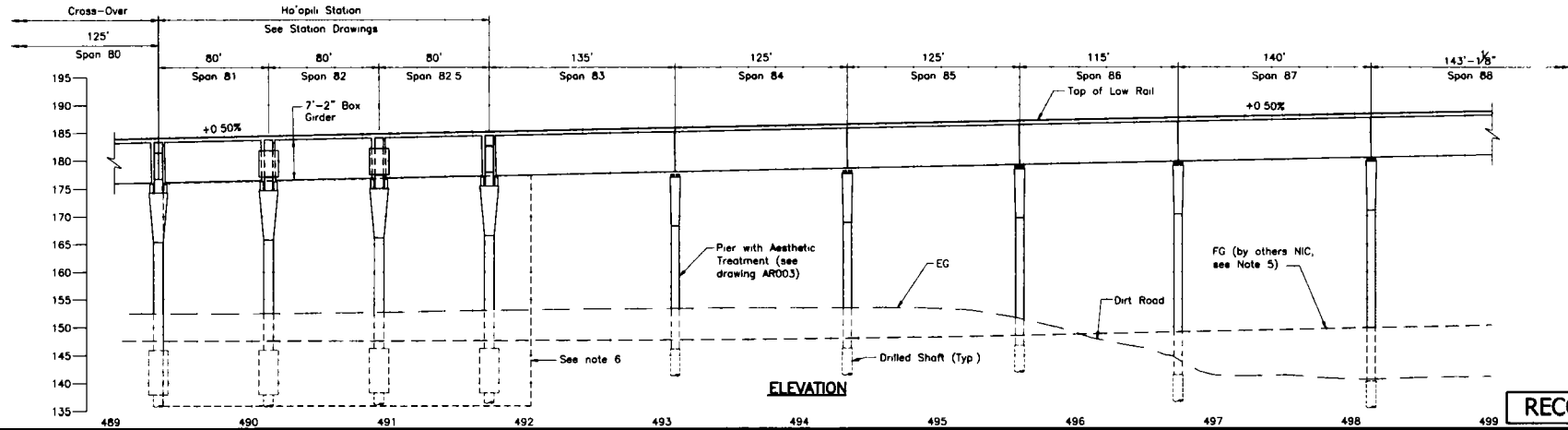
**NOTES**

- 1 Pier stations shown are measured along  $\epsilon$  of Guideway
- 2 For existing and proposed underground utilities, see Foundation Layout drawings
- 3 For utility relocation details Foundation Layouts, see Utility Relocation drawings.
- 4 For aesthetic pier treatments, see Architectural drawings
- 5 Future ground (NIC) shown represents the FG location per RFCR 0029 provided by the Owner
- 6 For Ho'opili Station substructure details, see Guideway Station Substructure drawings Remainder of station is NIC

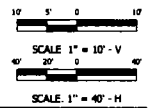
**PLAN**

**RIGHT-OF-WAY LEGEND:**

- Right-of-Way (ROW) / Parcel Need
- Limited Access as noted on Plan
- Access Permitted
- No Vehicle Access Permitted
- No Access Permitted
- ROW Line/Lot Line
- Property Line/Lot Line
- Easement Line



**ELEVATION**



**RECORD DRAWING**

Rev	By	Date	Description
2	EY	03-24-16	Record Drawing
1	RDT	08-08-12	Revised per NDC 3
0	KDP	04-23-12	Approved for Construction

Designed	S Dean
Drawn	J Porter
Checked	C Rosignoli
Approved	R Turton
Date	03-24-16

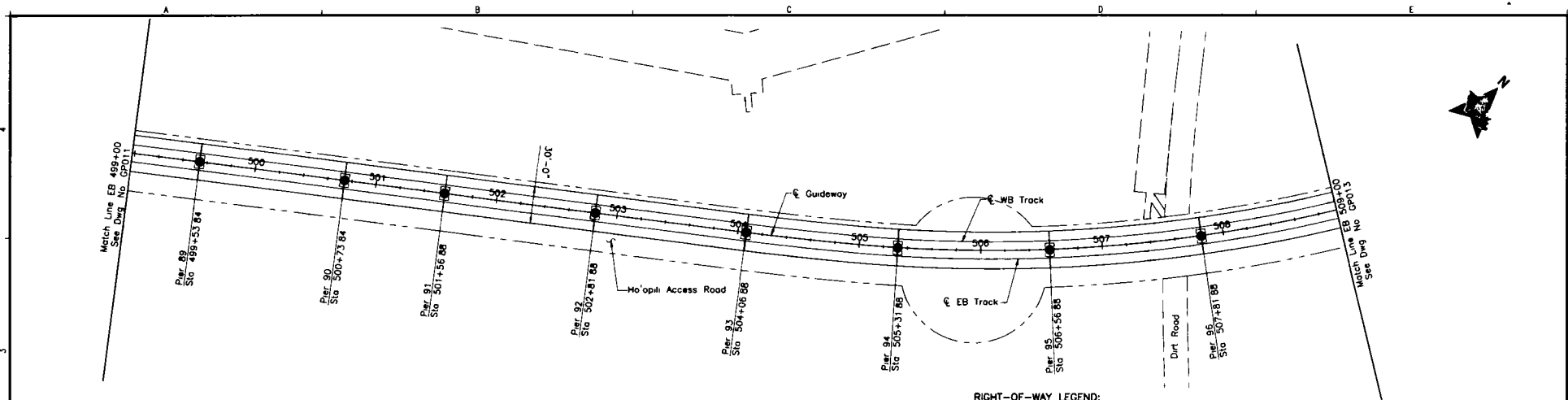
**HONOLULU RAIL TRANSIT PROJECT**  
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

Prime Consultant: **Kiewit HNTB** Subconsultant:

For reduced prints, original page size in inches.

Contract No. CT-HRT-10H0137	
File WOFH-004-GP011.dwg	
Drawing No. GP011	Rev. 2
Scale 1"=40' H, 1"=10' V	
Page No. 1009 of 2313	

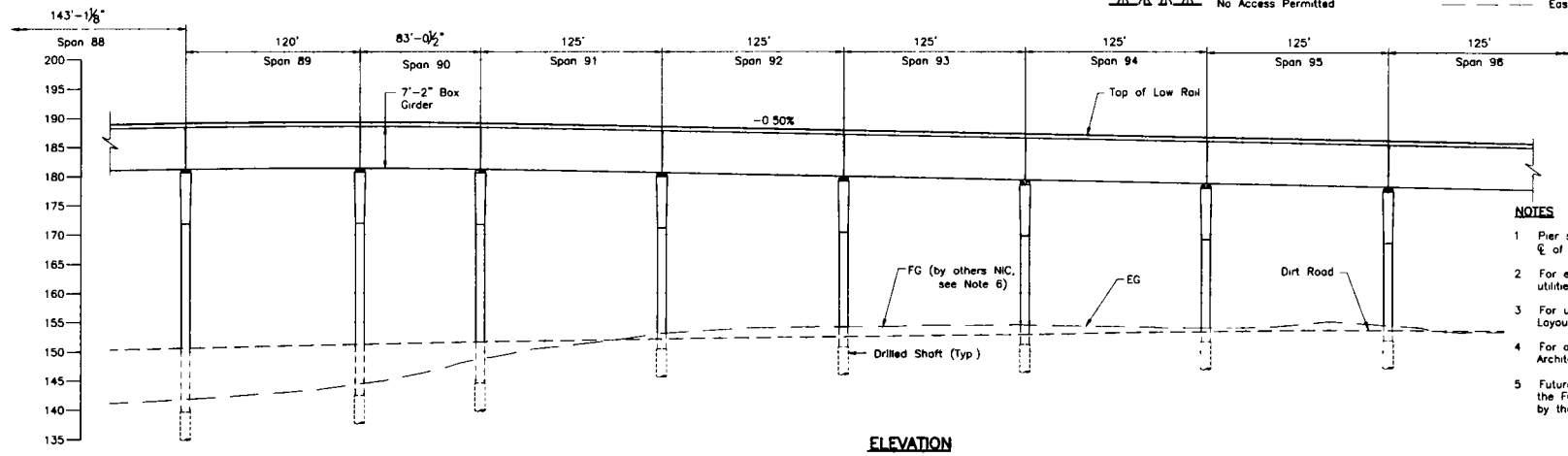
12



**PLAN**

**RIGHT-OF-WAY LEGEND:**

- Right-of-Way (ROW) / Parcel Need
- Access Permitted
- No Vehicle Access Permitted
- No Access Permitted
- Limited Access as noted on Plan
- ROW Line/Lot Line
- Property Line/Lot Line
- Easement Line



**ELEVATION**

**NOTES**

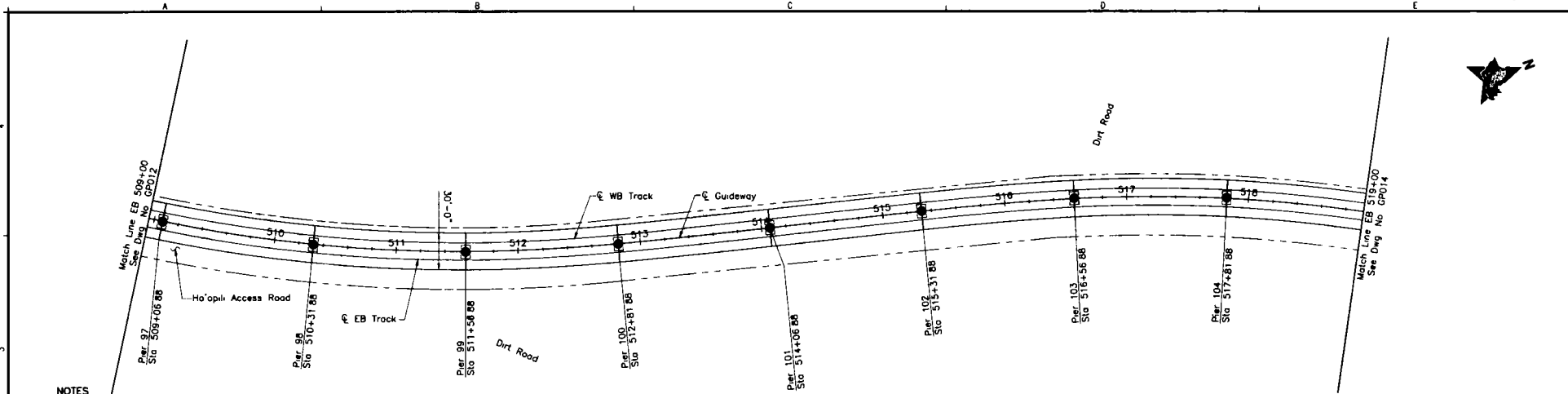
- 1 Pier stations shown are measured along  $\bar{C}$  of Guideway
- 2 For existing and proposed underground utilities, see Foundation Layout drawings
- 3 For utility relocation details Foundation Layouts, see Utility Relocation drawings
- 4 For aesthetic pier treatments, see Architectural drawings
- 5 Future ground (NIC) shown represents the FG location per RFCR 0029 provided by the Owner

**RECORD DRAWING**

499      500      501      502      503      504      505      506      507      508		Design: S Dean Draw: J Porter Checked: C Rosignoli Approval: R Turton Date: 03-24-16		<b>HONOLULU RAIL TRANSIT PROJECT</b> HONOLULU AUTHORITY FOR RAPID TRANSPORTATION 		<b>WEST O'AHU/FARRINGTON DESIGN-BUILD</b> <b>GENERAL PLAN &amp; ELEVATION - 12</b> <b>SPANS 88 TO 96</b>		Contract No: CT-HRT-10H0137 File: WOFH-004-GP012.dwg Drawing No: GP012      Rev: 2 Scale: 1"=40' H, 1"=10' V Page No: 1010 of 2313	
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Rev	By	Date	Description
2	EY	03-24-16	Record Drawing
1	ROT	08-08-12	Revised per NDC 3
0	KDP	04-23-12	Approved for Construction

For reduced prints, original page size in inches



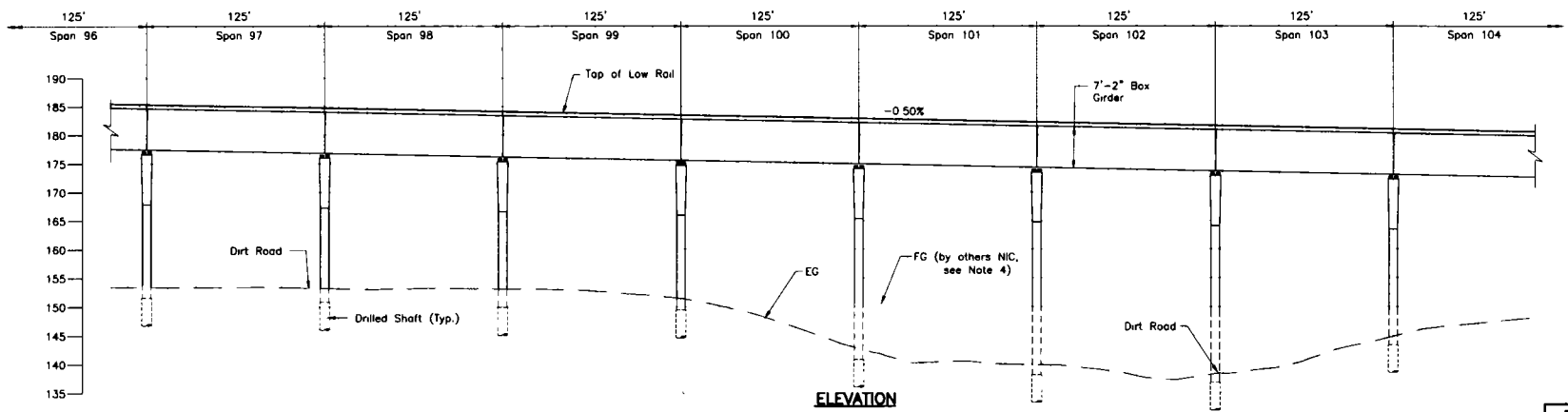
**NOTES**

- 1 Pier stations shown are measured along  $\phi$  of Guideway
- 2 For existing and proposed underground utilities, see Foundation Layout drawings
- 3 For utility relocation details Foundation Layouts, see Utility Relocation drawings
- 4 Future ground (NIC) shown represents the FG location per RFCR 0029 provided by the Owner

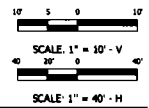
**RIGHT-OF-WAY LEGEND:**

- Right-of-Way (ROW) / Parcel Need
- Limited Access as noted on Plan
- Access Permitted
- No Vehicle Access Permitted
- No Access Permitted
- ROW Line/Lot Line
- Property Line/Lot Line
- Easement Line

**PLAN**

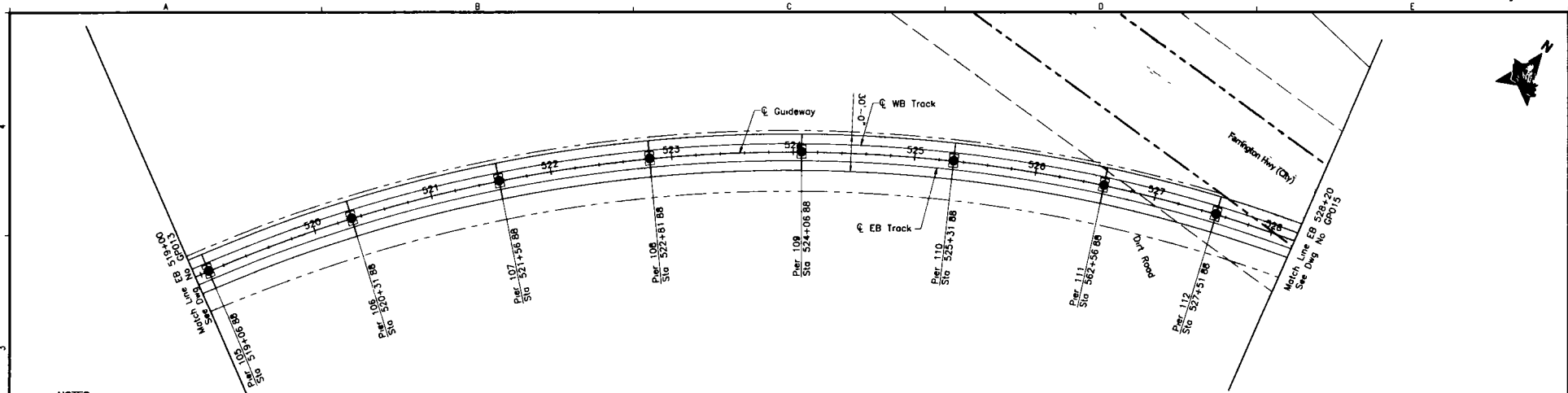


**ELEVATION**



**RECORD DRAWING**

				<b>HONOLULU RAIL TRANSIT PROJECT</b> HONOLULU AUTHORITY FOR RAPID TRANSPORTATION		<b>WEST O'AHU/FARRINGTON DESIGN-BUILD</b>	
				<b>Prime Consultant:</b> <b>Kiewit HNTB</b>		<b>GENERAL PLAN &amp; ELEVATION - 13</b> SPANS 96 TO 104	
				<small>For reduced prints, original paper size is inches.</small>		Contract No: CT-HRT-10H0137 File: WDFH-G04-GP013.dwg Drawing No: GP013 Rev: 1 Scale: 1"=40' H, 1"=10' V Page No: 1011 of 2313	
Rev	By	Date	Description	Design	Drawn	Checked	Approved
1	EY	03-24-16	Record Drawing	S Dean	J Porter	C Rosignoli	R Turton
0	KDP	04-23-12	Approved for Construction				



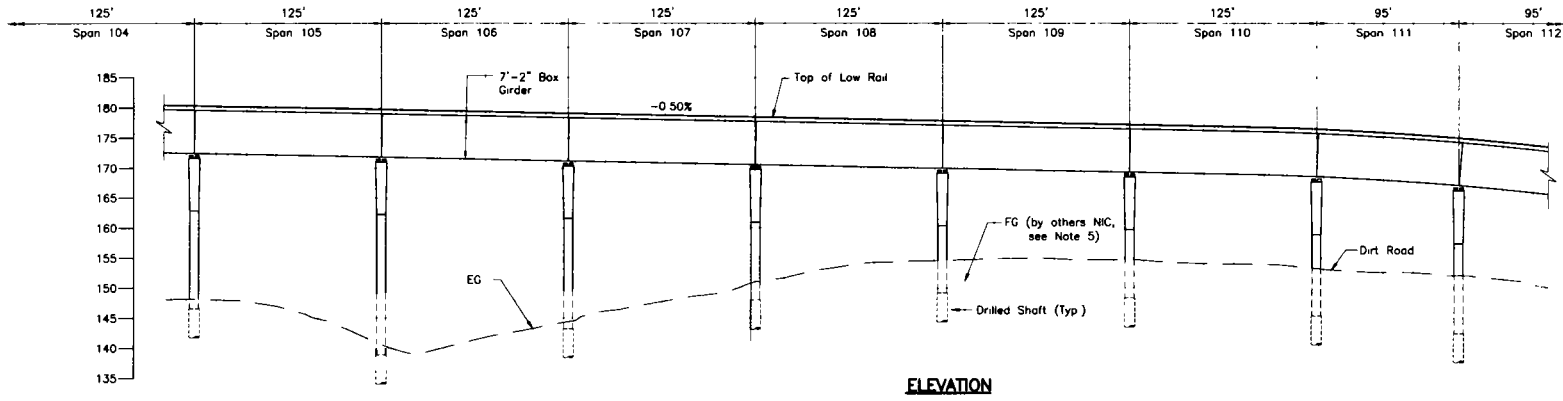
**NOTES**

- 1 Pier stations shown are measured along  $\phi$  of Guideway
- 2 For existing and proposed underground utilities, see Foundation Layout drawings
- 3 For utility relocation details Foundation Layouts, see Utility Relocation drawings
- 4 Columns and Foundations for Pier 113 will be provided in the Construction package for WA2, Piers 113-114
- 5 Future ground (NIC) shown represents the FG location per RFCR 0029 provided by the Owner

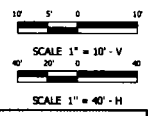
**PLAN**

**RIGHT-OF-WAY LEGEND:**

- Right-of-Way (ROW) / Parcel Need
- Limited Access as noted on Plan
- Access Permitted
- No Vehicle Access Permitted
- No Access Permitted
- ROW Line/Lot Line
- Property Line/Lot Line
- Easement Line



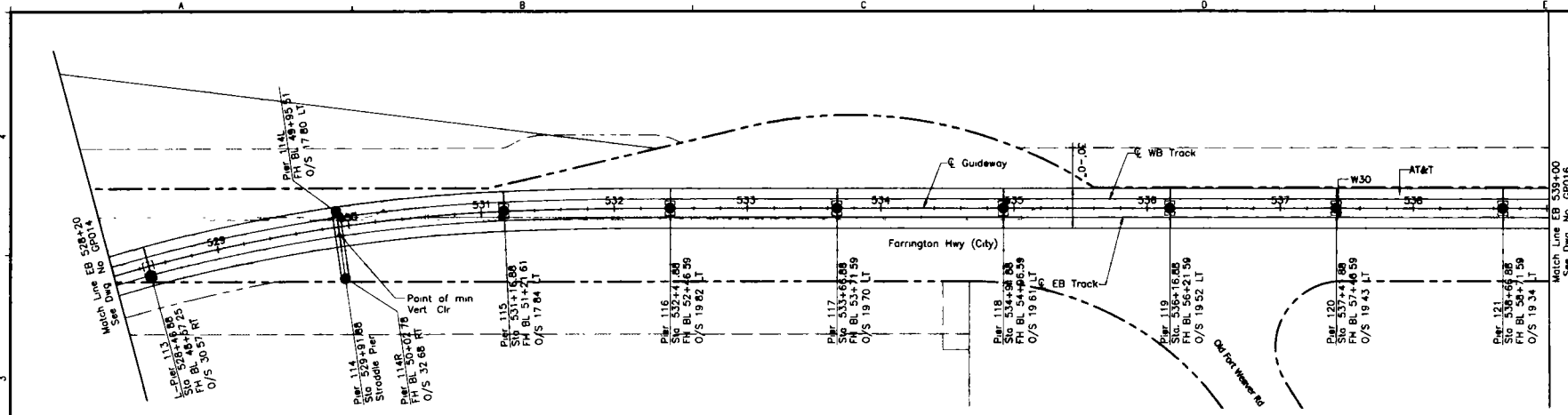
**ELEVATION**



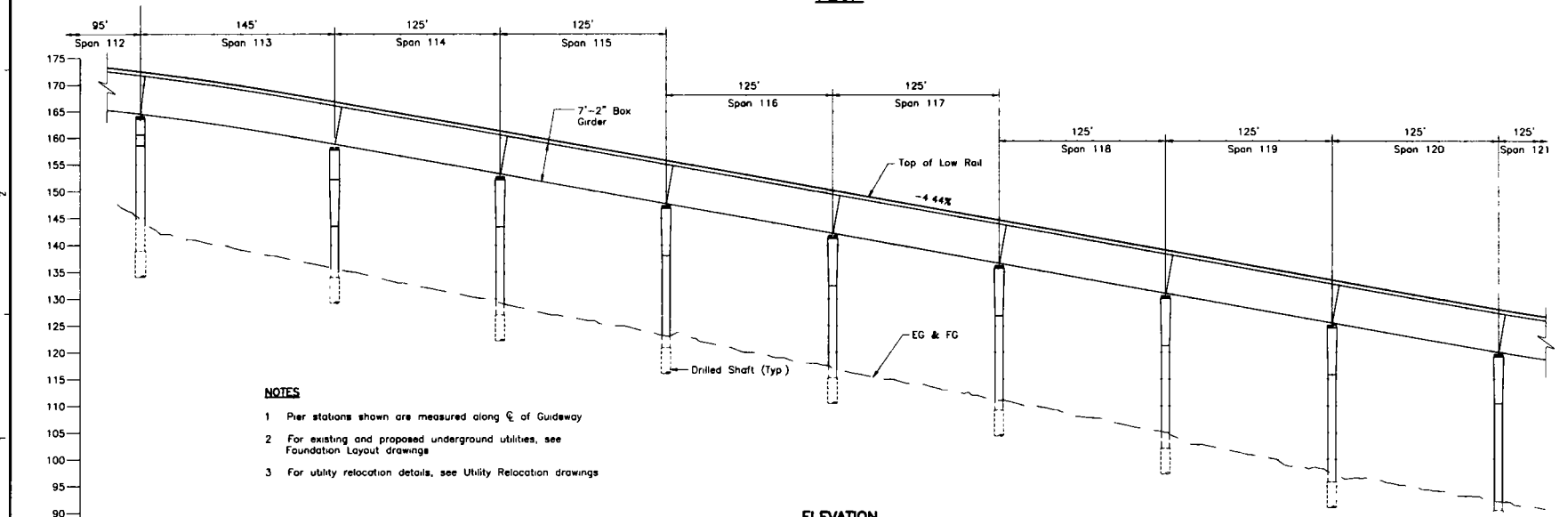
**RECORD DRAWING**

Design: S Dean Drawn: J Porter Checked: C Rosignoli Approved: R Turton Date: 03-24-16			<b>HONOLULU RAIL TRANSIT PROJECT</b> HONOLULU AUTHORITY FOR RAPID TRANSPORTATION Prime Consultant: <b>Kiewit HNTB</b> Subconsultant:		<b>WEST O'AHU/FARRINGTON DESIGN-BUILD</b> <b>GENERAL PLAN &amp; ELEVATION -14</b> <b>SPANS 104 TO 112</b>		Contract No: CT-HRT-10H0137 File: WOFH-G04-GP014.dwg Drawing No: GP014 Rev: 2 Scale: 1"=40' H, 1"=10' V Page No: 1012 of 2313	
2 EY 03-24-16 Record Drawing 1 RDT 08-08-12 Revised per NDC 4 0 KDP 04-23-12 Approved for Construction			For reduced prints, original page size in inches.					

4

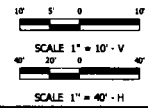


**PLAN**



**ELEVATION**

- NOTES**
- 1 Pier stations shown are measured along  $\epsilon$  of Guideway
  - 2 For existing and proposed underground utilities, see Foundation Layout drawings
  - 3 For utility relocation details, see Utility Relocation drawings



**RECORD DRAWING**

Rev	By	Date	Description
2	EY	03-24-16	Record Drawing
1	RDT	04-12-13	Revised per NDC 13
0	RDT	07-25-12	Final Design

Designed	S. Dean
Drawn	J. Porter
Checked	O. Dal
Approved	R. Turton
Date	03-24-16

**HONOLULU RAIL TRANSIT PROJECT**  
HONOLULU AUTHORITY FOR RAPID TRANSPORTATION

Prime Consultant: **Kiewit HNTB** Subconsultant:

For reduced prints, original page size in inches.

**WEST O'AHU/FARRINGTON DESIGN-BUILD**  
**GENERAL PLAN & ELEVATION - 15**  
**SPANS 112 TO 121**

Contract No.	CT-HRT-10H0137
File No.	WOFH-G04-GP015.dwg
Drawing No.	GP015
Rev	2
Scale	1" = 40' H, 1" = 10' V
Page No.	1013 of 2313

## **EXHIBIT B**

### **Exceptions and Modifications to Easement**

The following exceptions and modifications to the Easement shall apply:

The uses by Grantor set forth below in provisions 1 through 8, inclusive, are permitted in the Setback Easement Area to the extent such uses do not interfere with the Easement and do not violate the terms of this Grant/this instrument of which this **EXHIBIT B** is a part and to which this **EXHIBIT B** is attached. Notwithstanding the foregoing or the following terms, however, the following exceptions and modifications are subject to the provision of (and, therefore, Grantor ensuring) clear access through the Easement Area at all times for first responders and Grantee's personnel or contractors as well as other appropriate Grantee Parties in case of an emergency:

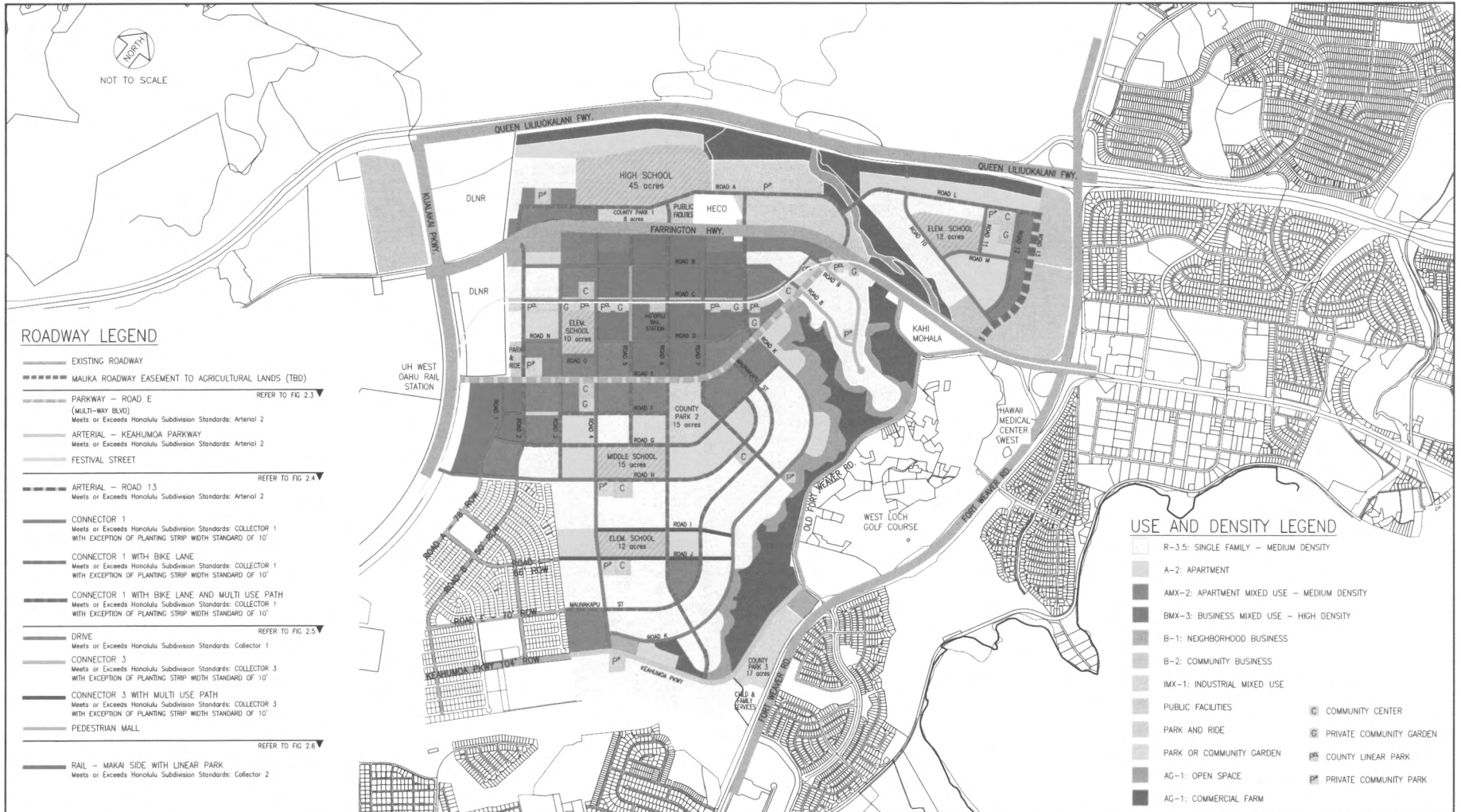
1. Within the Setback Easement Area, Grantor and the Grantor Parties shall have the right to construct (including reconstruct), develop (including redevelop), inspect, preserve, protect, operate, maintain and repair all future right-of-ways, which are comprised of road, gutter, curb, planter strip and sidewalk ("**Right-of-Ways**"), together with a four foot landscape and irrigation easement ("**Four Foot Easement**") running parallel to and on each side of such future Right-of-Ways ("**Roadway Master Plan Work**"), described in that certain Roadway Master Plan Report Ho'opili DRAFT FINAL – August 31, 2016 ("**Roadway Master Plan**"), including Figure 2.1 (Project Site Plan) attached hereto as **ATTACHMENT 1**. The Roadway Master Plan work includes without limitation relocation of existing water transmission lines and/or sub-lines that service continuing agricultural operations so that such water transmission lines are within the Four Foot Easement.
2. Grantor and the Grantor Parties shall have the right to construct (including reconstruct), develop (including redevelop), inspect, preserve, protect, operate, maintain and repair within the Setback Easement Area the "so-called" linear park within the Setback Easement Area with grass and irrigation facilities and, at Grantor's election in its sole discretion, a meandering concrete walkway.
3. Provisions 1 and 2 above shall be subject to the following conditions:
  - a. Improvements authorized by the Provisions 1 and 2 shall be limited to the ground surface (pavement, sidewalks, street lights, electrical equipment, curbs, gutters, landscaping) and subsurface utility lines (wet and/or dry).
  - b. The activities and improvements authorized by Provisions 1 and 2 shall not encroach upon the Columns or Footings Easement Area, and shall not damage, undermine, or create a risk to the safety or integrity of the Project Improvements.
  - c. The improvements authorized by Provision 2 shall be subject to Paragraph 3.e, including the conditions that such improvements be compatible with and able to withstand the CO&M of the Project, and that Grantee shall not be responsible or liable for damage to or destruction of such improvements, resulting from, related to or otherwise incurred or suffered in connection with addressing emergency and safety purposes and concerns, or the CO&M of the Project.

- d. The improvements authorized by Provisions 1 and 2 shall not interfere with the establishment of an exclusive 10-foot safety buffer around each Column and Footing, as set forth in Paragraph 3.b. Where an exclusive 10-foot safety buffer is not possible due to the Columns and Footings' as-built locations, the Parties shall cooperatively and in good faith strive to reach agreement to accommodate the authorized improvement to the extent reasonably possible, taking into consideration reasonable modifications thereto, as well as a modified (i.e., reduced) safety buffer, in each case, in a manner that will allow Grantee to perform necessary CO&M and protect the Project Improvements and public safety.
  - e. Provisions 1 and 2 shall be subject to all other Provisions of this Exhibit, except that Grantee's approval of grading and excavation for improvements authorized by Provisions 1 and 2 shall not be unreasonably withheld.
  - f. If Grantee is afforded the opportunity to review, comment on, and approve the improvements authorized by Provisions 1 and 2 as part of a coordinated review with other City agencies, Grantee shall not require a separate, duplicative or redundant review process; provided that this provision shall not be construed to prohibit Grantee from responding to requests for review, comment, or approval from other governmental agencies.
4. Grantor may erect portable structures within the Setback Easement Area, but only after submitting a written request to Grantee as described below and only with the prior written approval of Grantee; Grantee may disapprove or withhold its approval in its sole discretion. A portable structure includes any erected improvements(s) that comply with all of the following: (1) The improvements are not intended to and do not actually remain beyond a period of seven (7) consecutive days; (2) the improvements do not have any permanent footing or are not affixed to any permanent improvements; and (3) the improvements can be easily removed from the site within a short time frame using minimal equipment or man power. For the purposes of the foregoing, examples of portable structures include tents, canopies, signs, or benches. Grantor's request to erect a portable structure or structures shall include evidence of the intended installation period and removal period and a representation of the time period. Grantee's approval of a portable structure may be granted or withheld, subject to the foregoing terms and depending on the type, duration, and frequency of the structure, the procurement of liability insurance and the execution of any waivers, or other requirements, and other restrictions or considerations deemed reasonably necessary or required by Grantee. Grantee shall endeavor to respond to any request by Grantor for approval within thirty (30) calendar days.
  5. Grantor, the Grantor Parties and their invitees, at Grantor's sole risk and liability, shall be permitted to park on the surface of the Setback Easement Area; provided, however, that, notwithstanding anything set forth elsewhere in this Grant/this instrument, no overnight parking (i.e., no parking between Midnight and 6:00 a.m.) shall be permitted by Grantor, the Grantor Parties or their invitees.
  6. Grantor shall be permitted to construct surface roadways, paving, and pedestrian walkways on any surface of the Setback Easement Area. However, no grading or excavating is permitted without the prior written approval of Grantee; and Grantee may disapprove or withhold its approval in its sole discretion.



7. Grantor shall be permitted to install landscaping provided that such landscaping does not interfere with the CO&M of the Project. But, again, no grading or excavation is permitted without the prior written approval of Grantee; and Grantee may disapprove or withhold its approval in its sole discretion.
8. Integration of any improvements by or for Grantor with any development of Grantee and/or with respect to the Project shall be subject to the terms of this Grant/this instrument, including without limitation the above restrictions, including without limitation the prior written consent of Grantee; and such consent may be granted or withheld by Grantee in Grantee's sole discretion, for any reason or no reason. Grantor shall not construct any structures above or fully enclosing the guideway(s) without the Grantee's prior written consent; such consent may be granted or withheld by Grantee in Grantee's sole discretion, for any reason or no reason.

END OF EXHIBIT B



**ROADWAY LEGEND**

- EXISTING ROADWAY
- MAUKA ROADWAY EASEMENT TO AGRICULTURAL LANDS (TBD)
- PARKWAY — ROAD E (MULTI-WAY BUS) REFER TO FIG 2.3 ▼  
Meets or Exceeds Honolulu Subdivision Standards: Arterial 2
- ARTERIAL — KEAHUMOA PARKWAY REFER TO FIG 2.4 ▼  
Meets or Exceeds Honolulu Subdivision Standards: Arterial 2
- FESTIVAL STREET
- ARTERIAL — ROAD 1.3 REFER TO FIG 2.4 ▼  
Meets or Exceeds Honolulu Subdivision Standards: Arterial 2
- CONNECTOR 1 REFER TO FIG 2.5 ▼  
Meets or Exceeds Honolulu Subdivision Standards: COLLECTOR 1 WITH EXCEPTION OF PLANTING STRIP WIDTH STANDARD OF 10'
- CONNECTOR 1 WITH BIKE LANE REFER TO FIG 2.5 ▼  
Meets or Exceeds Honolulu Subdivision Standards: COLLECTOR 1 WITH EXCEPTION OF PLANTING STRIP WIDTH STANDARD OF 10'
- CONNECTOR 1 WITH BIKE LANE AND MULTI USE PATH REFER TO FIG 2.5 ▼  
Meets or Exceeds Honolulu Subdivision Standards: COLLECTOR 1 WITH EXCEPTION OF PLANTING STRIP WIDTH STANDARD OF 10'
- DRIVE REFER TO FIG 2.5 ▼  
Meets or Exceeds Honolulu Subdivision Standards: Collector 1
- CONNECTOR 3 REFER TO FIG 2.6 ▼  
Meets or Exceeds Honolulu Subdivision Standards: COLLECTOR 3 WITH EXCEPTION OF PLANTING STRIP WIDTH STANDARD OF 10'
- CONNECTOR 3 WITH MULTI USE PATH REFER TO FIG 2.6 ▼  
Meets or Exceeds Honolulu Subdivision Standards: COLLECTOR 3 WITH EXCEPTION OF PLANTING STRIP WIDTH STANDARD OF 10'
- PEDESTRIAN MALL
- RAIL — MAKAI SIDE WITH LINEAR PARK REFER TO FIG 2.6 ▼  
Meets or Exceeds Honolulu Subdivision Standards: Collector 2

**USE AND DENSITY LEGEND**

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

HOOPILI ROADWAY  
MASTER PLAN

**AUSTIN, TSUTSUMI & ASSOCIATES, INC.**  
ENGINEERS, SURVEYORS HONOLULU, HAWAII

PROJECT SITE PLAN

FIGURE  
**2.1**

8

**EXHIBIT C**  
**HAZARDOUS MATERIALS**

a. Grantee shall not cause nor permit the use, storage, treatment, disposal, discharge or release of any Hazardous Materials in, at or upon the Easement Area in violation of Applicable Law, including without limitation Environmental Laws. Grantee shall not discharge nor permit the discharge of any Hazardous Materials directly or indirectly, into or through any drainage systems or sanitary sewer systems serving or running through the Easement Area except in compliance with Applicable Laws, including without limitation Environmental Laws. Grantee agrees that anything produced or brought onto the Easement Area by Grantee or Grantee Parties which is or becomes a Hazardous Material shall only be handled, kept, utilized and stored in accordance with all Environmental Laws. Grantee further agrees, at its cost and expense, to dispose of all waste whether hazardous or non-hazardous, solid, liquid or gaseous, in accordance with the requirements of all Applicable Law, including Environmental Laws. Grantee shall utilize and store all Hazardous Materials in compliance with Applicable Laws, including without limitation Environmental Laws.

b. If Grantee or any Grantee Parties cause or permit (i) the release of Hazardous Materials from or upon the Easement Area or (ii) any violation of Environmental Laws, Grantee shall, at Grantee's sole cost and expense, undertake all remedial measures with respect to such release or violation as required by and in accordance with all Applicable Law. Grantee shall make commercially reasonable, good faith efforts, considering the circumstances of the release, to complete such remedial and clean up actions as promptly as is reasonably possible.

c. No environmental testing or sampling of any kind shall be done at the Easement Area unless it is required by law, reasonably necessary to or appropriate for Grantee's remediation obligation, or directed by a government agency with regulatory authority to so direct.

d. Without limitation of the indemnity afforded under Paragraph 8 of this Grant, Grantee shall cause each Grantee consultant or contractor who is authorized to perform work on or otherwise use the Easement Area to execute an agreement whereby each consultant or contractor agrees to indemnify and hold harmless Grantor and the Grantor Parties from and against any and all claims and demands for loss or damage, including claims for property damage, personal injury, or wrongful death, arising at any time during or after the term of this Grant as a direct or indirect result of or in connection with (i) Hazardous Materials caused or permitted by Grantee any time during the term hereof to be released from or at the Easement Area, or (ii) any other violation of the terms hereof.

e. For the purposes of this Grant, the following definitions shall apply to the following defined terms:

(1) Environmental Laws. "**Environmental Laws**" means all federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, directives, interpretations and conditions of approval, and all legislative, administrative or judicial orders, decrees, requirements, rulings or judgments applicable to the protection of human or animal health or safety, or to the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act,

the Safe Drinking Water Act, as the same may be amended from time to time, and any similar federal, Hawaii state (including without limitation Hawaii Revised Statutes Chapters 128D and 342B through 342P, inclusive) and applicable local laws and ordinances, and regulations adopted, accomplished and promulgated pursuant thereto applying to the Easement Area or any portion thereof.

(2) Hazardous Materials. "**Hazardous Materials**" as used herein, whether or not specifically defined or identified by any Environmental Laws, shall mean and include without limitation, oil or petroleum, explosive substances, radioactive materials, asbestos, polychlorinated biphenyls, and any other toxic, ignitable, reactive or corrosive materials and any substances defined as or included in the definitions for "pollutant", "contaminant", "hazardous substances", "hazardous wastes", "extremely hazardous wastes", "hazardous materials", or "toxic substances" in the Environmental Laws.

END OF EXHIBIT C

N/C G



STATE OF HAWAII  
BUREAU OF CONVEYANCES  
RECORDED  
May 21, 2024 8:01 AM  
Doc No(s) A - 89070465

Pkg 12373995 MPB

/s/ LESLIE T KOBATA  
REGISTRAR

**LAND COURT SYSTEM**

MD

**REGULAR SYSTEM**

After Recordation, Return By:  Mail  Pickup

RS

Honolulu Authority For Rapid Transportation  
1099 Alakea Street, Suite 1700  
Honolulu, Hawaii 96813  
Attn: Krista Lunzer, Director of TPAR

TG: 7311458480A-5

Total Pages: 20

**TITLE OF DOCUMENT:**

**GRANT OF STATION EASEMENT**

**PARTIES TO DOCUMENT:**

**GRANTOR:** D.R. Horton Hawaii LLC, a Delaware limited liability company  
130 Merchant Street, Suite 112  
Honolulu, Hawaii 96813

**GRANTEE:** CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of  
Hawaii, for the use and benefit of the Honolulu Authority For Rapid  
Transportation, a semi-autonomous municipal agency

**PROPERTY DESCRIPTION:**

See EXHIBIT A1

Tax Map Keys: 9-1-017-195 (por.)

## GRANT OF STATION EASEMENT

This Grant of Station Easement (this "**Grant**" or this "**instrument**") is made and entered into on this 1<sup>st</sup> day of MAY, 2024 ("**Effective Date**"), by and between **D.R. HORTON HAWAII LLC, a Delaware limited liability company ("Grantor")**, whose place of business and post office address is 130 Merchant Street, Suite 112, Honolulu, Hawaii 96813, and the **CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority For Rapid Transportation, a semi-autonomous municipal agency ("Grantee")**, whose place of business and post office address is 1099 Alakea Street, Suite 1700, Honolulu, Hawaii 96813.

### Recitals

A. Grantor is the owner of certain real property located in the City and County of Honolulu, Hawaii, including the easement area described as "Easement B", as more particularly described in the legal description attached hereto as **EXHIBIT A1**, and depicted as "Easement B" on the map attached hereto as **EXHIBIT A2**, and, in each case, incorporated herein by reference (the "**Easement Area**"). The easement area is over that certain real property more particularly described in the legal description attached hereto as **EXHIBIT B** (the "**Grantor Property**"). The Easement Area consists of the area legally described in **EXHIBIT A1** and depicted on **EXHIBIT A2**, including not only all the surface/surface area of such real property, but also the all of the area over and/or above such surface/surface area, with no height limit, and all of the area under and/or below such surface/surface area, with no depth limit/to the center of the earth.

B. Grantee is responsible for the development of the Honolulu Rail Transit Project (the "**Project**"), which includes a guideway, tracks, including without limitation aerial tracks and support structures, as well as ancillary improvements and uses associated therewith ("**Guideway**"), an elevated passenger carrying train or trains and/or other passenger carrying vehicles, including without limitation commuter based rapid transit, light rail, elevated trains, magnetic levitation trains or similar technologies or replacement technologies of the future (collectively, "**Trains**"), and stations for Trains, as well as incidentals thereto and all improvements, fixtures, equipment and other facilities and appurtenances (with such station located or to be located within the Easement Area, together with the incidentals thereto and all improvements, fixtures, equipment and other facilities and appurtenances associated therewith, being the "**Train Station**").

C. Grantee desires certain easement rights associated with the Train Station and Guideway for purposes related to the Project, and Grantor has agreed to grant such easements pursuant to the terms and conditions of this Grant.

### Terms and Conditions

1. Grant. For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor hereby grants to Grantee and its employees, agents, consultants, sub-consultants, contractors, subcontractors, suppliers and other representatives and any successors, successors in interest or assigns of Grantee or any of the foregoing parties (collectively, "**Grantee Parties**"), a perpetual, exclusive surface (or ground level), aerial (or above ground) and subsurface (or underground) easement (collectively, the "**Easement**") for the development (and redevelopment), construction (and reconstruction), improvement, upgrade, building, installation, location, placement, replacement,

removal, enlargement, reduction, structural modification, safety updates, inspection, operation, use (including public use), preservation, protection, maintenance and repair (collectively, the "**Construction, Operation and Maintenance**" or the "**CO&M**") of the Project, including the Train Station, the Guideway and the Facilities (as defined below) within the Easement Area, together with all rights incidental thereto, including for use by Trains entering and/or exiting and/or occupying the Easement Area, the Train Station, the Guideway, and/or the Facilities, and such other purposes as are authorized or permitted by law, whether by statute or deemed by common law or otherwise to be compatible and consistent with the purposes of the Easement. Grantor grants the Easement together with, and the Easement includes without limitation, the right to use all necessary and convenient means of access to and from the public street or highway most convenient thereto at any and all points where the Easement and the public street or highway meet or are adjacent, as Grantee shall elect, direct or require for any purpose or convenience, at any time, from time to time.

2. Purpose and Use. The purposes of the Easement and Grantee's rights under and/or pursuant to this instrument, under and/or pursuant to the Easement, and in and to the Easement Area, are generally for and include without limitation the CO&M of the Project, including the Train Station and Guideway, Facilities (as defined below), and appurtenances as well as ancillary improvements and uses associated therewith, as well as incidentals thereto. Within the Easement Area, the Easement rights granted in, under and/or pursuant to this instrument include, without limitation:

a. The CO&M of the Train Station and Guideway, appurtenances thereto, and ancillary and all improvements, fixtures, equipment and other facilities and appurtenances described in and/or contemplated by the preceding as well as the following paragraphs of this instrument (collectively, the "**Facilities**"), together with any and all appurtenances pertaining thereto. The Facilities include without limitation elevators, elevator shafts and mechanical equipment, stairs, landings, water lines, sprinklers, sprinkler systems, fire hydrants and other fire suppression devices, systems, equipment and facilities, utilities and utility devices, systems, equipment and facilities, lighting and lighting devices, systems, equipment and facilities, HVAC and HVAC devices, systems, equipment and facilities, security, safety, emergency and emergency response devices, systems, equipment and facilities.

b. The right to use the Easement Area for other uses necessary, convenient, useful, serving, or otherwise relating to or impacted by the Train Station, the Guideway, the Facilities and/or the Project, including without limitation for pedestrian, vehicle (including without limitation trucks, buses, earthmoving and other equipment, bicycles and other modes and methods of work, travel, transport and/or transportation) and equipment use, roads, roadways, drives, driveways, paths, pathways, parking areas, waiting areas, ticketing rooms, booths and kiosks and other ticketing areas, boarding and disembarking areas and platforms, loading and unloading areas and platforms, public parking, drop-off, and pick-up, access (including without limitation access to, between, and among, and/or for ingress to and egress from, all of the foregoing, the Easement Area, and/or other improvements, access areas, and service areas), and as set forth in this Paragraph 2;

c. Any authorized uses and activities by utility providers and other Easement Area developers, constructors, builders, contractors, subcontractors, consultants, suppliers, material providers, maintenance providers, repair providers, service providers, servicers, operators, tenants, subtenants, licensees, sub-licensees, permittees, sub-permittees, assignees, sub-assignees and users, including without limitation visitors, guests, invitees and the general public;

d. Services, including without limitation, food, shopping, financial, entertainment, leisure and other retail or convenience service(s) ancillary to operation of the Train Station and in compliance with Applicable Law, provided Grantee notifies Grantor and Ho'opili Community Association in writing (with email to [HawaiiCustomerCare@drhorton.com](mailto:HawaiiCustomerCare@drhorton.com) and [soho@hoopilicomunity.com](mailto:soho@hoopilicomunity.com) being sufficient) on a semi-annual basis of the services being provided at the Train Station;

e. Buildings, landscaping (including without limitation both hard and soft scape), and other improvements, equipment and facilities containing or otherwise providing for the uses, users, services, servicers, and service providers, set forth in and/or contemplated by this instrument, including without limitation retail, commercial, and storage (such as, without limitation, trailers, carts, kiosks, ticketing and other vending machines and equipment, bicycle racks and lockers, other lockers and storage improvements, fixtures, equipment, facilities, and containers);

f. Music, advertising, announcements (including without limitation information about connection or connecting arrivals, departures and schedules for buses, trains or other modes of transportation, and emergency, safety and convenience information) and events, together with speakers, sound systems and sound equipment, ancillary to operation of the Train Station and in compliance with Applicable Law (collectively, "Amplified Music, Advertising and Events"), provided (i) such Amplified Music, Advertising and Events are limited to the hours of operation of the Train Station, and (ii) Grantee notifies Grantor and Ho'opili Community Association in writing (with email to [HawaiiCustomerCare@drhorton.com](mailto:HawaiiCustomerCare@drhorton.com) and [soho@hoopilicomunity.com](mailto:soho@hoopilicomunity.com) being sufficient) of events to be held at the Train Station at least three days in advance of any event;

g. Signs, signage, billboards and other displays, including electronic and/or digital signs, for any and all relevant purposes, including without limitation those set forth in item (vi) above ancillary to operation of the Train Station; and

h. The right to clear the Easement Area of any and/or all obstructions, debris or improvements, to cut, trim and/or remove trees, shrubbery and/or other vegetation located in, on, about, along, over, under or otherwise affecting the Easement Area, or that may interfere or threaten to interfere with or endanger or threaten to endanger the Project, the Train Station, the Guideway or otherwise adversely affect the reliability, efficiency and/or the CO&M of the Project, the Train Station, the Guideway, the Facilities and/or the appurtenances thereto, through any reasonable means, at Grantee's sole cost and expense.

### 3. Easement Condition "As-Is"; Assumption of Risk.

a. "As-Is" Acknowledgement. Solely as to the pre-existing physical state and/or physical condition of the Easement Area as of March 1, 2012, the effective date of that certain Construction Right of Entry Permit relating to the Project made and entered into by and between Grantor and Grantee (as amended, "**Right of Entry**"), but not otherwise and excluding: (1) illegal, unlawful and/or intentionally hidden facts, circumstances and/or conditions; (2) contamination by or the other presence, including without limitation use, storage, disposal or release, of Hazardous Materials; or (3) violation of Applicable Law (as defined below), including without limitation Environmental Laws (as defined in **EXHIBIT C** hereto) ((1), (2), and (3) collectively, the "As-Is Exclusions"), Grantee accepts the Easement Area "as-is" in the condition as of the date of the Right of Entry and acknowledges that Grantor has made no representations or warranties concerning the condition of the Easement Area,



including the presence at the Easement Area of any Hazardous Materials, whether currently known or unknown, or the suitability of the Easement Area for Grantee's use.

b. Release. As to the pre-existing physical state and/or physical condition of the Easement Area as of the date of the Right of Entry but not otherwise and excluding the As-Is Exclusions, Grantee and Grantee Parties shall use the Easement Area solely at Grantee's own risk and Grantee hereby assumes the risk of entering onto the Easement Area. Grantee, for itself and on behalf of the Grantee Parties, hereby releases and discharges Grantor and any Affiliate (defined below) of Grantor, and their respective past, present and future officers, directors, members, shareholders, employees, and representatives and any successors in interest or assignees of Grantor or any of the foregoing parties (collectively, "**Grantor Parties**") from and covenants not to sue Grantor or the Grantor Parties for any and all damages, charges, claims, causes of action or detriment whatsoever, both known and unknown, foreseeable or unforeseeable which may arise from Grantee's exercise of rights granted under this Grant, that are in any way related, and only to the extent related, to the pre-existing physical state and/or pre-existing physical condition of the Easement Area as of the date of the Right of Entry but not otherwise, and excluding the As-Is Exclusions; and also excepting from such release, discharge and covenant not to sue any and all liabilities and claims arising from (1) any negligent or intentional act or omission, including without limitation any willful misconduct of or by Grantor (including any Grantor Party) or breach, default or failure of performance or compliance by Grantor (including any of the Grantor Parties) in connection with this Grant or any term of this Grant, and/or (2) liabilities or obligations of or to third parties (including without limitation adjacent and/or neighboring property owners and/or federal, state or local governmental or quasi-governmental agencies or authorities) due to the presence or release of Hazardous Materials that were not caused by Grantee or Grantee Parties, including claims for contribution and indemnity. For purposes of this Grant, "**Affiliate**" means any person or entity that controls, is controlled by or is under common control with another person or entity, with "control" for purposes of this sentence meaning at least 50% ownership of the managing equity interests in the controlled entity.

#### 4. Covenants.

a. Adverse Conditions. Grantor shall not commit or knowingly permit a use, occupation or enjoyment of the Grantor Property that causes a hazardous condition to exist with respect to, or that interferes with, endangers, or otherwise adversely affects the CO&M of the Project, the Facilities, and any ancillary improvements and/or appurtenances thereto, the Easement, and the Easement Area, or Grantee's rights under or pursuant to this instrument. Grantor shall not construct or knowingly allow any Grantor Associated Party to construct any facility, structure, building or other improvement, and shall not plant any trees, shrubbery or other vegetation or impound any water or place any temporary or permanent fixture, feature, equipment or appurtenances over, above, within, in, on, around, about, under below or through the Easement Area, so as to interfere or risk interference with the safe, efficient and convenient operation of the Project, the Facilities, or any ancillary improvements and/or appurtenances thereto, or which conflict with or which are in violation of Applicable Law, as the Project, the Facilities and/or such ancillary improvements and/or appurtenances thereto may now exist or may be modified, changed or revised in the future; and Grantor further acknowledges and agrees that the foregoing prohibitions shall be a covenant running with the Grantor Property. Grantor acknowledges and agrees that, from and after the Effective Date (defined below), Grantee shall have the right to remove, or cause to be removed, any obstructions, debris or improvements that Grantor (or others) install(s), erect(s), create(s) or permit(s) which interferes with or endangers, or threatens to interfere with or endanger, the reliability, efficiency and/or CO&M of the Project, the Facilities, and any ancillary improvements and/or appurtenances thereto, at Grantee's sole cost and expense. For purposes of this instrument, "Grantor

Associated Party” means the officers, directors, agents, representatives, employees, partners, members, managers and shareholders, contractors, subcontractors (of all levels), suppliers, easement holders, sub-easement holders (of all levels), licensees, sub-licensees (of all levels), permittees, sub-permittees (of all levels), tenants, subtenants (of all levels), lessees, and sub-lessees (of all levels), of any of Grantor or Grantor’s successors, successors in interest, and assigns, provided that any third parties who purchase or have purchased a residential home or commercial unit from Grantor shall not be deemed a successor, successor in interest or assign solely by virtue of that purchase, but excluding Grantee, those persons and/or entities claiming or entering by, under or through Grantee and any other Grantee Parties.

b. Maintaining the Property. Grantee hereby covenants and agrees that it will use commercially reasonable care and commercially reasonable diligence in the exercise of its rights hereunder, and will keep the Train Station, the Guideway, the Facilities, and any other equipment, structures, or appurtenances installed or constructed by Grantee in good and safe condition and repair to a standard at least as stringent as the standard exhibited at other comparable facilities along the Guideway system, at Grantee's sole cost and expense; provided, however, that, notwithstanding the foregoing or anything to the contrary set forth in this instrument, in the event of force majeure, acts of god or other causes not within the reasonable control of Grantee, Grantee shall have a reasonable period of time, taking into consideration all applicable facts and circumstances, following any damage or destruction that results in or otherwise renders the Project or any portion of it, including without limitation the Train Station, the Guideway, the Facilities, and/or any other equipment, structures, or appurtenances installed or constructed by or for Grantee, in other than good and safe condition and repair to perform maintenance, repairs, reconstruction and/or otherwise address the damage or destruction in a commercially reasonable manner.

c. Property Damage. Grantee shall be solely responsible for any damage to the extent caused by or related to any activity by Grantee or any Grantee Party on or to the Easement Area. Without limitation of the foregoing, and in accordance with **EXHIBIT C** attached hereto and incorporated herein by reference, Grantee shall promptly undertake, at Grantee's sole cost and expense, all remedial measures required by law with respect to any leakage of petroleum products and any other deposit of Hazardous Materials on the Easement Area to the extent caused by or arising out of any activity by Grantee or Grantee Parties which may include, without limitation, removal of contaminated soil, environmental analysis, fees and costs, including reasonable attorney fees for or related to any enforcement action arising therefrom, and restoration of all property owned by Grantor affected by such Hazardous Materials as may be required for complete and final environmental approval by all governmental agencies asserting jurisdiction with respect thereto.

d. Observance of Laws. Grantee shall observe and comply with, and shall cause all of the Grantee Parties to observe and comply with, and Grantor shall observe and comply with, and shall cause all of the Grantor Parties to observe and comply with, all laws, ordinances, rules, and regulations made by the federal, state, and local governments affecting or applicable to the Easement Area and this Grant (collectively, "**Applicable Law**").

e. Liens. Grantee shall not suffer or permit to be enforced against the Easement Area, or any part thereof, any mechanic's, materialmen's, contractors' or subcontractors' liens or any claim for damage arising from its or the Grantee Parties' activities under this Grant (collectively, "**Grantee Lien**"). Following the filing of an application for any Grantee Lien, Grantee shall pay or cause to be paid all of said Grantee Lien thereby causing such Grantee Lien to be discharged of record within ten days after the filing of such Grantee Lien, except that if Grantee desires to contest said Grantee Lien, Grantee shall promptly post a bond in the amount required to release such application

as an encumbrance on the Grantor Property. If Grantee in good faith contests the validity of any such Grantee Liens, in whole or in part, then Grantee shall, at its expense, defend itself and shall pay and satisfy any adverse judgment that may be rendered thereon before enforcement thereof against Grantor or the Easement Area. Grantor reserves the right with five days prior written notice to Grantee to reasonably post and maintain on the Easement Area or any portion thereof or improvement thereon such notices of non-responsibility or otherwise as may be necessary to protect Grantor against liability for any such liens and claims.

f. Insurance. Grantee may elect and shall be required to insure or self-insure all liabilities arising out of its operations and activities related to this Grant.

If Grantee elects to insure liabilities arising out of its operations and activities related to this Grant, Grantee shall obtain and maintain in full force and effect, at its own expense, a policy of commercial general liability insurance, written on an occurrence basis, on which D.R. Horton, Inc., its affiliates and subsidiaries shall be named as an additional insured as long as Grantor owns the Grantor Property, and thereafter the owner of record shall be named as an additional insured, insuring against liability for injury to persons and/or property and/or death of persons occurring in, on or about the Easement by Grantee's or any Grantee Party's conduct caused by, related to or arising out of the use of the Easement Area, with a limit of liability of not less than Ten Million Dollars (\$10,000,000) combined single limit. Such coverage afforded to Horton shall be primary and non-contributory. All such insurance shall also provide for fire, personal and advertising injury, and contractual liability coverage. Such policy or policies or certificate showing the above coverage shall be submitted to Horton concurrently with the execution and delivery of this Grant, and thereafter within ten (10) days prior to the expiration of such policy. Grantee also agrees to carry: (i) Workers Compensation Insurance that provides statutory benefits and coverage imposed by applicable state or federal law for Grantee's personnel, employees or agents and Grantee shall satisfy all Workers Compensation obligations imposed by law; (ii) Employer's Liability Insurance in an amount not less than Two Million Dollars (\$2,000,000) for each accident for bodily injury, Two Million Dollars (\$2,000,000) policy limit for bodily injury by disease, and Two Million Dollars (\$2,000,000) for each employee for bodily injury by disease; and (iii) Commercial Automobile Liability Insurance coverage with limits of not less than Two Million Dollars (\$2,000,000) per person for bodily injury and Two Million Dollars (\$2,000,000) for property damage per occurrence specifying "all autos" coverage or "all owned, leased, hired or non-owned autos."

All policies shall be from an insurance company licensed to do business in Hawaii with ratings and terms consistent with governmental contracting terms for similar operations and activities, which at the date of this Grant of Easement, shall be an AM Best rating of no less than A, VII, provide for a full waiver of subrogation and require that the company writing said policy give to Grantor thirty (30) days' prior written notice of any cancellation or termination, or reduction in the amounts, of coverage. The limits of any insurance maintained by Grantee shall not limit the liability of Grantee under Paragraph 6 below ("**Indemnification**") or **EXHIBIT C**, paragraph d.

Grantee shall have the right to self-insure, in which event if Grantee elects to self-insure liabilities arising out of its operations and activities related to this Grant, such self-insurance shall be primary and noncontributory with any insurance coverage maintained by Grantor, and Grantee shall provide a letter of self-insurance to Grantor concurrently with the execution and delivery of this Grant.

g. Hazardous Materials. Neither Grantor nor any other Grantor Party shall store Hazardous Materials within the Easement Area. Neither Grantee nor any Grantee Parties shall store

Hazardous Materials within the Easement Area in violation of Applicable Law, including without limitation Environmental Laws. Grantor shall observe and comply with each and every provision of this Grant applicable to Grantor. Grantee shall observe and comply with each and every provision of this Grant applicable to Grantee, including but not limited to **EXHIBIT C** hereto.

h. Taxes. Grantee will be responsible for paying all federal, state, and county taxes, including without limitation real property taxes, penalties, and interest, assessed in respect of the Easement Area, the Project, the Facilities and/or the conduct of activities within the Easement Area.

i. Utility Charges. Grantee will be responsible for paying for all utility charges including electricity, water, sewer, alternative energy production, communications, telecommunications, waste disposal, ventilation, air conditioning, heating, chilled water, boiler and steam production, telephone, data transmission, gas or any other similar charges, applicable to Grantee's and all Grantee Parties' activities within or attributable to the Easement Area.

j. Major Emergency Notification. Grantee will add one contact from Ho'opili Community Association to its notification system to receive notifications for any major emergency events affecting the Train Station that present a significant risk to health and/or safety of occupants of the surrounding area.

5. Remedies; No Termination. Except as otherwise provided in this instrument, including without limitation as set forth below in this Paragraph, in the event of a breach, default or failure to perform by one party (whether Grantor or Grantee), the other party (whether Grantee or Grantor) shall have, be entitled to pursue as well as obtain and enforce all rights and remedies provided by law or in equity. However, notwithstanding the foregoing or anything contained elsewhere in this instrument to the contrary or otherwise, the Easement is perpetual; except upon the recording of Grantee's agreement or election in writing, in either case to be provided in Grantee's sole discretion, the Easement shall not terminate, expire or be abandoned; and Grantor waives, releases and relinquishes any right or remedy in the nature of or leading to termination, expiration or abandonment.

6. Indemnification. As a material part of the consideration for this Grant, Grantee shall indemnify and hold harmless Grantor and the Grantor Parties from and against any and all claims, obligations, actions, causes of action, suits, debts, liens, liabilities, injuries, damages (including, but not limited to, bodily injury, death and property damage), judgments, losses, demands, orders, penalties, settlements, costs, forfeitures and expenses of any kind whatsoever (including reasonable attorneys' fees and costs, and all litigation, mediation, arbitration and other dispute resolution costs and expenses), and expenses of enforcing any indemnification or hold harmless obligations under this Grant, and regardless of whether based on tort, contract, statute, regulation, common law, equitable principles or otherwise (collectively, "Losses"), arising from or caused by (i) any use of the Easement Area by Grantee or the Grantee Parties, (ii) any act or omission of Grantee or any of the Grantee Parties relating in any way to the Easement Area or this Grant, (iii) any bodily injury (including death), property damage, accident, fire or other casualty on the Easement Area attributable to the use, act or omission described in subparts (i) and (ii), (iv) any violation or alleged violation by Grantee or any of the Grantee Parties of any Applicable Law, (v) any failure of Grantee in connection with its entry to maintain the Easement Area in a safe, clean, and sanitary condition, (vi) any loss or theft whatsoever of any property or anything placed or stored by Grantee or any of the Grantee Parties on or about the Easement Area, and (vii) any enforcement by Grantor of any provision of this Grant and any costs of duly removing Grantee or any of the Grantee Parties from the Easement Area or restoring the same as provided herein; in each case, except to the extent, if any, such Losses are caused by: (a) the negligence or intentional act or omission, including without limitation any

willful misconduct, of Grantor or the Grantor Parties; (b) a failure by Grantor or the Grantor Parties to comply with any provision of this Grant; or (c) a violation of Applicable Law by Grantor or the Grantor Parties. This Paragraph 6 shall survive the termination of this Grant.

7. Successors. Grantor's and Grantee's obligations, liabilities and/or duties under and/or pursuant to this instrument, including without limitation the prohibitions and limitations set forth herein, shall run with the land/property and apply not only to Grantor and Grantee, but also to their respective heirs, successors, successors-in-interest, and assigns, including without limitation their respective officers, directors, partners, shareholders, members, managers, agents, representatives, employees, tenants, subtenants, licensees, sub-licensees, permittees, sub-permittees, contractors, subcontractors, consultants, suppliers, visitors, guests, and invitees. Grantee's and Grantor's respective rights and remedies resulting from the obligations, liabilities and duties, including without limitation any breach of, default under or failure of performance with respect to this instrument, shall be vested not only in Grantor and Grantee, respectively, but also in their respective successors and assigns, officers, directors, agents, representatives, employees, tenants, subtenants, licensees, sub-licensees, permittees, sub-permittees, contractors, subcontractors, consultants, suppliers, visitors, guests, and invitees, including without limitation passengers, patrons and others occupying, using, or performing or providing for CO&M of, for or with respect to the Project, the Train Station, the Guideway and/or the Facilities.

8. Assignment. Grantee shall have the right to assign, transfer or otherwise set over at any time and from time to time all or any part of the rights granted to it in this Grant/instrument for any reason or purpose whatsoever, including without limitation for the reason and/or purpose of facilitating the CO&M of the Project, including, without limitation, assigning rights to use the Easement Area in order to develop, construct, upgrade, build, install, locate, place, remove, enlarge, reduce, inspect, operate, use (including public use), preserve, protect, maintain and repair the Facilities and related appurtenances, or without any or for no reason or purpose.

9. Notice. Any and all notices, demands or other communications given hereunder, including without limitation any change of address of a party as set forth below, shall be deemed sufficiently given or rendered only if in writing and shall be deemed to have been duly given or made: (i) upon delivery, if hand delivered; (ii) one (1) business day after being sent by prepaid overnight courier with guaranteed delivery, with a record of receipt; or (iii) upon transmission with confirmed delivery if sent by email or facsimile, to the parties at the following addresses (or at such other addresses as shall be specified by the parties by like notice):

GRANTEE:

Honolulu Authority for Rapid Transportation  
1099 Alakea Street, 17<sup>th</sup> Floor  
Honolulu, HI 96813  
Attn: Executive Director and CEO  
Phone: (808) 768-8344  
Fax: (808) 587-6080  
Email: [info@honolulustransit.org](mailto:info@honolulustransit.org)

GRANTOR:

D.R. Horton Hawaii LLC  
130 Merchant Street, Suite 112  
Honolulu, HI 96813  
Attn: Tracy Tonaki  
Esther H. Roberts

Email: [tstonaki@drhorton.com](mailto:tstonaki@drhorton.com)  
[ehroberts@drhorton.com](mailto:ehroberts@drhorton.com)  
Phone: (808) 521-5661

With a copy to:

D.R. Horton America's Builder  
11241 Slater Avenue NE, Suite 120  
Kirkland, WA 98033  
Attn: Kelly White, Esq.  
Melissa Trunnell, Esq.  
Phone: (425) 821-3400  
Email: [kwhite@drhorton.com](mailto:kwhite@drhorton.com)  
[mtrunnell@drhorton.com](mailto:mtrunnell@drhorton.com)

10. **Invalidity.** If any term or provision of this Grant shall, to any extent, be held invalid or unenforceable, the remainder of this Grant shall not be affected.

11. **No Waiver.** A waiver or breach of a covenant or provision in this Grant shall not be deemed a waiver of any other covenant or provision in this Grant, and no waiver shall be valid unless in writing and executed by the waiving party. An extension of time for performance of any obligation or act shall not be deemed an extension of the time for performance of any other obligation or act.

12. **Interpretation.** Definitions contained in this Grant apply to singular as well as the plural forms of such terms and to the masculine as well as to the feminine and neuter genders of such terms. Words in the singular shall be held to include the plural and vice versa, and words of one gender shall be held to include the other gender as the context requires. The terms "hereof," "herein," "hereby" and "herewith" and words of similar import shall, unless otherwise stated, be construed to refer to this Grant as a whole and not to any particular provision of this Grant. This Grant shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Grantee's covenants and agreements are made on behalf of Grantee and the Grantee Parties.

13. **Amendment.** No supplement, modification or amendment of this Grant shall be binding unless in writing and executed by the parties hereto.

14. **Headings.** The headings of this Grant are for purposes of reference only and shall not limit or define the meaning of the provisions hereof.

15. **Counterparts.** This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

16. **Entire Agreement.** This Grant/this instrument sets forth the entire agreement of the parties with respect to the subject matter hereof. Except to the extent of any surviving rights, remedies, obligations, liabilities and/or duties under the Right of Entry, any prior agreement shall no longer apply and there are no other or further terms, whether written or oral.

[Signature page follows]

IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

**GRANTOR:**

D.R. HORTON HAWAII LLC, a Delaware limited liability company,


By VERTICAL CONSTRUCTION CORPORATION, a Delaware corporation, its Manager

By SEE ATTACHED  
J. Matt Farris  
Region President

**GRANTEE:**

**CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency**

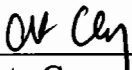
By Honolulu Authority for Rapid Transportation

  
By: Lori M. K. Kalikina  
Its: Executive Director and CEO

Approved as to Content:

SEE ATTACHED  
Krista Lunzer  
Director, Transit Property  
Acquisition and Relocation


Approved as to Form and Legality:

  
Deputy Corporation Counsel



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

On APRIL 29, 2024 before me appeared LORI M.K. KAHIKINA, to me personally known, who being by me duly sworn or affirmed, did say that she executed the foregoing instrument as his/her free act and deed as EXECUTIVE DIRECTOR AND CEO of Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency on behalf of the agency having been duly authorized to execute such instrument in such capacity.



Signature:   
Name: LORI A. DARLOW  
Notary Public, State of Hawaii  
My commission expires: APR 10 2026

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Grant of Easement</u> <u>Executed in counterparts</u>	
Doc. Date: <u>Undated at time of notarization</u>	
No. of Pages: <u>20</u> Jurisdiction: <u>First Circuit</u> (in which notarial act is performed)	
<u></u> Signature of Notary	<u>APR 29 2024</u> Date of Notarization and Certification Statement
<u>LORI A. DARLOW</u> Printed Name of Notary	<u>My Commission Expires: April 10, 2026</u> (Official Stamp or Seal)



IN WITNESS WHEREOF, Grantor has caused this instrument to be executed on the date set forth below.

**GRANTOR:**

D.R. HORTON HAWAII LLC, a Delaware limited liability company,

By VERTICAL CONSTRUCTION CORPORATION,  
a Delaware corporation, its Manager

By \_\_\_\_\_  
J. Matt Farris  
Region President

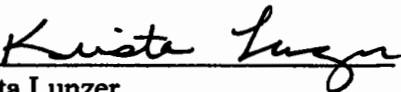
**GRANTEE:**

**CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii, for the use and benefit of the Honolulu Authority for Rapid Transportation, a semi-autonomous municipal agency**

By Honolulu Authority for Rapid Transportation

\_\_\_\_\_  
By: Lori M. K. Kahikina  
Its: Executive Director and CEO

Approved as to Content:

  
\_\_\_\_\_  
Krista Lunzer  
Director, Transit Property  
Acquisition and Relocation

Approved as to Form and Legality:


\_\_\_\_\_  
Deputy Corporation Counsel

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Region President

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Approved as to Content:

\_\_\_\_\_  
Krista Lunzer  
Director, Transit Property  
Acquisition and Relocation

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By Honolulu Authority for Rapid Transportation

Approved as to Form and Legality:

\_\_\_\_\_  
Deputy Corporation Counsel

\_\_\_\_\_  
By: Lori M. K. Kahikina  
Its: Executive Director and CEO

State of Washington

County of King

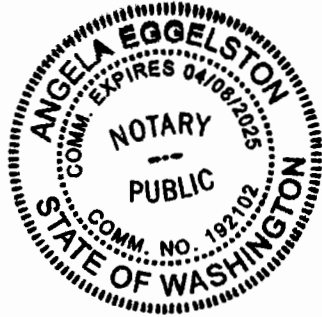
I certify that I know or have satisfactory evidence that J. Matt Farris is the person who appeared before me, and said person acknowledged that he signed this instrument, on oath stated that he was authorized to execute the instrument and acknowledged it as the Region President of Vertical Construction Corporation to be the free and voluntary act of such party for the uses and purposes mentioned in the instrument.

Dated: 4/26/2024

Angela Eggeston  
Signature

(Seal or stamp)

Office Supervisor  
Title



My appointment expires: 04/08/2025

# Exhibit A1

## Easement B

### For Rail Station Purposes

**Affecting Lot 12 of Ho'opili Phase 5  
Bulk Lot Subdivision (File Plan 2529,  
Being Lot 50012 of DPP File No. 2017/SUB-85  
At Honouliuli, Ewa, Oahu, Hawaii**

All of that certain parcel of land situate Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, being EASEMENT "B", for rail station purposes, area 0.718 acre, more or less, affecting Lot 12 of the "HO'OPILI PHASE 5 BULK LOT SUBDIVISION", as shown on File Plan Number 2529, filed in the Bureau of Conveyances of the State of Hawaii, and thus bounded and described:

Beginning at the southwest corner of this easement, the coordinates of said point of beginning referred to Government Survey Station "KAPUAI NEW" being 3,594.37 feet south and 9,138.99 feet east, thence running by azimuths measured clockwise from true South:

1. 143° 49' 26" 109.00 feet;
2. 233° 49' 25" 271.17 feet;
3. Thence on curve to the right with a radius of 18.83 feet, the chord azimuth and distance being:  
278° 49' 25.5" 26.63 feet;
4. 323° 49' 26" 36.83 feet;
5. 337° 19' 02" 27.84 feet;
6. 323° 49' 25" 26.27 feet;
7. 53° 49' 26" 283.50 feet to the point of beginning and containing an area of 0.718 acre, more or less.



**EXHIBIT B**

**LEGAL DESCRIPTION OF THE GRANTOR PROPERTY**

That certain parcel of land situate, lying and being at Honouliuli, District of 'Ewa, City and County of Honolulu, State of Hawai'i, described as Lot 12, area 54.695 acres, more or less, delineated on the map entitled "Ho'opili Phase 5 Bulk Lot Subdivision," recorded in the Bureau of Conveyances of the State of Hawai'i, as File Plan No. 2529, which parcel is covered by TMK No. 9-1-017-195.

**END OF EXHIBIT B**

## EXHIBIT C

### HAZARDOUS MATERIALS

a. Grantee shall not cause nor permit the use, storage, treatment, disposal, discharge or release of any Hazardous Materials in, at or upon the Easement Area in violation of Applicable Law, including without limitation Environmental Laws. Grantee shall not discharge nor permit the discharge of any Hazardous Materials directly or indirectly, into or through any drainage systems or sanitary sewer systems serving or running through the Easement Area except in compliance with Applicable Laws, including without limitation Environmental Laws. Grantee agrees that anything produced or brought onto the Easement Area by Grantee or Grantee Parties which is or becomes a Hazardous Material shall only be handled, kept, utilized and stored in accordance with all Environmental Laws. Grantee further agrees, at its cost and expense, to dispose of all waste whether hazardous or non-hazardous, solid, liquid or gaseous, in accordance with the requirements of all Applicable Law, including Environmental Laws. Grantee shall utilize and store all Hazardous Materials in compliance with Applicable Laws, including without limitation Environmental Laws.

b. If Grantee or any Grantee Parties cause or permit (i) the release of Hazardous Materials from or upon the Easement Area or (ii) any violation of Environmental Laws, Grantee shall, at Grantee's sole cost and expense, undertake all remedial measures with respect to such release or violation as required by and in accordance with all Applicable Law. Grantee shall make commercially reasonable, good faith efforts, considering the circumstances of the release, to complete such remedial and clean up actions as promptly as is reasonably possible.

c. No environmental testing or sampling of any kind shall be done at the Easement Area unless it is required by law, reasonably necessary to or appropriate for Grantee's remediation obligation, or directed by a government agency with regulatory authority to so direct.

d. Without limitation of the indemnity afforded under Paragraph 6 of this Grant, Grantee shall cause each Grantee consultant or contractor who is authorized to perform work on or otherwise use the Easement Area to execute an agreement whereby each consultant or contractor agrees to indemnify and hold harmless Grantor and the Grantor Parties from and against any and all claims and demands for loss or damage, including claims for property damage, personal injury, or wrongful death, arising at any time during or after the term of this Grant as a direct or indirect result of or in connection with (i) Hazardous Materials caused or permitted by Grantee any time during the term hereof to be released from or at the Easement Area, or (ii) any other violation of the terms hereof.

e. For the purposes of this Grant, the following definitions shall apply to the following defined terms:

(1) Environmental Laws. "**Environmental Laws**" means all federal, state and local laws, statutes, ordinances, codes, rules, regulations, standards, directives, interpretations and conditions of approval, and all legislative, administrative or judicial orders, decrees, requirements, rulings or judgments applicable to the protection of human or animal health or safety, or to the environment, including without limitation the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended, the Resource Conservation and Recovery Act as amended by the Solid and Hazardous Waste Amendments of 1984, the Federal Insecticide, Fungicide and Rodenticide Act, as amended, the Hazardous Materials Transportation Act, the Clean Water Act, the Clean Air Act, the Toxic Substances Control Act, the Safe Drinking Water Act, as the same may be amended from time to time, and any similar federal, Hawaii state (including without limitation Hawaii Revised Statutes Chapters 128D and 342B through 342P,

inclusive) and applicable local laws and ordinances, and regulations adopted, accomplished and promulgated pursuant thereto applying to the Easement Area or any portion thereof.

(2) Hazardous Materials. "**Hazardous Materials**" as used herein, whether or not specifically defined or identified by any Environmental Laws, shall mean and include without limitation, oil or petroleum, explosive substances, radioactive materials, asbestos, polychlorinated biphenyls, and any other toxic, ignitable, reactive or corrosive materials and any substances defined as or included in the definitions for "pollutant", "contaminant", "hazardous substances", "hazardous wastes", "extremely hazardous wastes", "hazardous materials", or "toxic substances" in the Environmental Laws.

END OF EXHIBIT C