



October 18, 2024

Mr. Daniel E. Orodener
Executive Officer
State of Hawai'i
Land Use Commission
P.O. Box 2359
Honolulu, Hawai'i 96804-2359

Re: Docket No. A89-651/Annual Progress Report

Dear Mr. Orodener:

HASEKO (Ewa), Inc., and a number of its affiliates (sometimes collectively, "HASEKO") are the property owners and/or developers of the Ocean Pointe and Hoakalei Projects (sometimes referred to as the "Project"), formerly known as the 'Ewa Marina Community Development Project. As required under Condition 19 of the Decision and Order of the State Land Use Commission ("LUC" or "Commission") entered on October 17, 1990 ("D&O"), the following is an annual report on HASEKO's progress regarding the development of the property that was the subject of the D&O ("Petition Area") and HASEKO's efforts toward satisfaction of the D&O conditions.

Project Description

Ocean Pointe/Hoakalei is a 1,100-acre master-planned Project located at Honouliuli in the 'Ewa District of O'ahu. It lies along the shoreline between Fort Weaver Road and Kalaeloa (the former Naval Air Station Barbers Point), about 20 miles west of Honolulu. The Project includes a manmade recreational lagoon (which was originally planned to be a marina and could eventually become one in the distant future) with light industrial, commercial, and retail facilities as well as visitor accommodations. Also included within the Project are a golf course, a 20-acre district park, child care center, a public elementary school, and up to 4,850 homes.

Ownership of the Property

HASEKO (Hawaii), Inc., purchased the approximately 1,100-acre Ocean Pointe/Hoakalei property in 1988 from M.S.M. & Associates, Inc., which was then in bankruptcy, and from The

Estate of James Campbell. In 1992, the entire 1,100 acres were transferred from HASEKO (Hawaii), Inc. to a wholly-owned subsidiary, HASEKO (Ewa), Inc. As construction of the residential components of the Project proceeded, parcels have been conveyed to development entities affiliated with HASEKO, and subsequently to individual homeowners in fee simple.

A 22,905 square foot commercial lot along Fort Weaver Road was conveyed from HASEKO to Arthur Howard and Leslie Gail Howard in 2002; a 0.441-acre lot along Kapolei Parkway was conveyed to Hawaiian Electric Company, Inc., in 2006; a 1.043-acre commercial lot along Keone'ula Boulevard was conveyed from HASEKO to Frederick Hoon Yuk Lau and Judy Mariko Lau in 2007. In December 2014, the Hoakalei Country Club golf course was conveyed to Hoakalei Country Club L.P. (now known as Hoakalei Country Club Godo Kaisha, a Japan corporation); and in December 2020, Hoakalei Corporation (an affiliate of Haseko) conveyed a 2.595-acre parcel southwest of the Lagoon to Tsukada Global Holdings, Inc., a Japan corporation, for a wedding operation.

In 2005, nearly 12 acres at the northeastern part of the Project area were conveyed to the State of Hawai'i for a school site. Adjacent to the school site is a district park and a child care center. In 2007, approximately 1.25 acres were conveyed to Seagull Schools for the child care center. Just over one acre of land was conveyed to the City and County of Honolulu in 2008 for relocation of the Ewa Beach Fire Station to the northeast corner of the Project site. In November 2014, approximately 18.75 acres of land were conveyed to the City for the district park. In July 2015, approximately 9 acres were conveyed to the City for the expansion of One'ula Beach Park.

Boundary Reclassifications

The lands that encompass Ocean Pointe/Hoakalei were reclassified from Agriculture to Urban District in four separate LUC actions.¹ In 1975, the LUC as part of its second Five-Year Boundary Review, under Docket No. 074-23, reclassified approximately 320 acres along Fort Weaver Road from Agricultural District to Urban District (none of the Petition Area is located within lands covered by this classification). There were no conditions attached to that reclassification. In 1984, M.S.M. & Associates, Inc., under Docket No. A83-558, applied to reclassify approximately 181 acres in the Agriculture District to the Urban District ("1984 D&O"). The 1984 D&O contained 11 conditions as part of the approval (only the Petition Area is covered by this reclassification), which were also attached to the 320 acres that had been previously reclassified. In 1990, under Docket No. A89-651, the LUC reclassified the remainder of the 1,100 acres from the Agriculture to the Urban District.

¹ In 1964, the State began to implement the State Land Use District boundary classifications. At that time, the shorefront lands of the Project (including the approximately 9-acre ocean front parcels and much of the area encompassing the then proposed marina) were placed within the Urban District, with the remainder being classified as Agriculture.

Current Status of Project Development

Construction of Ocean Pointe began in 1997 with the residential component of the Project. Residential construction is anticipated to continue for about another fifteen years. Currently, nearly eighty-two percent (82%) of the permitted 4,850 housing units have been built and sold to individual homeowners. In moving forward to the development of the resort portion of the master plan, the name Hoakalei was selected to distinguish this part of the Project, which includes the golf course, lagoon, commercial, resort, and residential components.

Gradual grading of the golf course was initiated in the late 1990s to provide drainage basins for the residential components that were being constructed. In 2005, Ernie Els was commissioned to design the golf course, which opened for play in January 2009. Hoakalei Country Club Godo Kaisha (the current owner of the golf course) opened a permanent clubhouse to members in 2019.

Excavation of the proposed marina began in the late 1990s. Wet excavation commenced in late 2003 following confirmation from the Department of the Army Corps of Engineers that HASEKO had fulfilled all of the pre-construction requirements. Excavated material provides fill for other portions of the Project; thus, excavation has been coordinated with the residential and golf course development. Although most of the basin excavation has been completed, break-out to the ocean has not commenced. On November 6, 2011, HASEKO announced its intention to use the basin as a recreational lagoon (the Wai Kai Lagoon) to facilitate the completion of the rest of the Project. Although HASEKO no longer plans to complete a marina, HASEKO is not doing anything that would prohibit someone else from choosing to do so in the distant future once entitlements/permits have been updated/obtained.

The development of the parcels surrounding the Wai Kai Lagoon commenced with the construction of Wai Kai, which started in 2021 and was completed in 2023. Wai Kai includes The LineUp at Wai Kai, as well as other shopping, entertainment, and dining options.

COMPLIANCE WITH CONDITIONS OF THE D&O

The D&O contains twenty-one conditions. Each of the conditions is set forth below, followed by a brief status report on HASEKO's compliance efforts.

Condition 1²

Petitioner [HASEKO and its successors and assigns] shall generate one (1) non-tourism related job, or the equivalent value thereof, for each hotel or

² As amended by the Commission's Order Granting Motion for Approval of Job Credits and Motion for Clarification and/or Modification of Condition in this docket dated February 8, 1994.

hotel/condominium unit Petitioner is allowed to build. As used herein, "non-tourism related" means not related to hotels or residential condominiums intended for use as transient accommodations, or recreational, entertainment or other facilities and services used primarily by tourists. The "equivalent value" of a non-tourism related job is in the range of \$25,000 to \$50,000.

Satisfaction of this condition shall occur at the time Petitioner obtains a building permit and may be accomplished by the payment of \$25,000 for each hotel or hotel/condominium unit intended for transient accommodation for which a building permit is issued or in the following manner (provided that, with respect to subparagraphs a. and b., below, Petitioner may not apply any credit accrued and earned under both subparagraphs for the same facility to satisfy this condition.)

a. Jobs Generated Via Construction

Development of residential, commercial, industrial, recreational, institutional or other non-tourism related facilities generates construction jobs not related to tourism. Petitioner, therefore, directly or through local affiliates, may receive one job credit for each 25 man-years of labor generated by a qualified project, which may be either within or outside of the Petition area. (Hereafter, Petitioner and/or its affiliates shall collectively be referred to as "Developer.") One man-year shall equal 1920 hours of work; labor generated by the construction of a project shall include all work performed by the Developer's team (architects, engineers, consultants, contractors and subcontractors) in the development and construction of a non-tourism related project.

Not more than 25% of Petitioner's total job generation requirement may be satisfied in this manner.

b. Jobs Generated Via Development of NonTourism Related Projects

New facilities provide the means and opportunity for the establishment and/or growth of businesses and the generation of new, non-tourism related jobs. Petitioner, therefore, may receive credit for the development of new non-tourism related projects or facilities, either within or outside of the Petition Area. Credit for jobs created by such new facilities will be calculated on the basis of the degree of integration of the intended use of the facility with

the tourist industry. Credit for one (1) non-tourism related job shall be given for the specified amount of floor space in the following types of facilities:

| Type of Facility | Floor Space (Square Feet) | Credit |
|--|---------------------------|--------|
| Office | 200 | 100% |
| Warehousing/Storage | 1,000 | 100% |
| Manufacturing | 300 | 100% |
| Research Facility (e.g. High Tech) | 150 | 100% |
| Recreation and Other Activity Centers | 1,000 | 100% |
| Private Schools and Day-Care Centers | 300 | 100% |
| Agricultural Facility (e.g. Greenhouses and Processing Plants) | 1,000 | 100% |
| Retailing | 300 | 60% |

Credit for other types of facilities will be determined on a case-by-case basis.

c. StartUp Capital, Business Incentives and Job Training

Petitioner may receive one (1) job credit for (i) each \$50,000 invested by Petitioner in a start-up of a non-tourism related business (by way of equity or investment into a loan fund for such business), (ii) each \$25,000 in incentives provided to a new non-tourism related business, and/or (iii) each \$25,000 contributed in training programs for non-tourism related jobs. Petitioner shall consult with OSP [now known as the State Office of Planning and Sustainable Development] to identify investments, incentives and training programs which qualify for credits under this category.

A minimum of 10% of Petitioner's job-generation requirement shall be satisfied in this manner.

d. Earning Job Credits

Credits for jobs generated under subparagraphs a. through c., above, shall not be eligible for satisfaction of this condition unless, within two years after they accrue, they are reported to the LUC in Petitioner's annual report. Job credits shall be considered to have accrued under subparagraph a. when the Developer pays for the labor; under subparagraph b. when the certificate of occupancy is issued or such earlier date as may be approved by the LUC; and under subparagraph c. when the investment is made, the incentive is given, or the job training program is funded.

Petitioner's annual report to the LUC shall discuss in detail its progress in earning job credits. Additionally, Petitioner shall provide OSP with information concerning the manner in which Petitioner's claim for job credits is calculated as well as written certification by the Developer that all information provided is correct.

Job credits shall be considered earned only upon approval by the LUC. Petitioner may file a motion for approval of job credits with the LUC at such time as may be mutually agreeable between Petitioner and OSP, provided that said motion shall be filed prior to the Petitioner obtaining a building permit for the construction of hotel or hotel/condominium units to which the job credits will be applied.

At the time Petitioner obtains a building permit, Petitioner shall satisfy this condition by depositing cash or posting a bond or a letter of credit, in a form satisfactory to OSP, in an amount equal to the product of \$25,000 multiplied by the number of hotel or hotel/condominium units for which a building permit is issued, less any job credits previously earned. As job credits are earned and applied in satisfaction of this condition, Petitioner may submit a motion to the LUC for the refund of the funds paid to OSP or a reduction of the bond or letter of credit issued in favor of OSP. Five (5) years after the date the building permit is issued, OSP shall have the right to retain cash or make claim on the bond or letter of credit in an amount equal to the product of \$25,000 multiplied by the number of hotel or hotel/condominium units for which the building permit is issued, less any job credits previously earned.

Prior to the expiration of the five-year period, Petitioner may seek an extension of time to satisfy its job generation requirement. An extension may be granted upon such additional terms as may be appropriate, provided that Petitioner establishes substantial compliance with this condition and specifies the methods, means and time in which it intends to satisfy this condition.

Except for the limitations regarding subparagraphs a. and b. and the 10% minimum required by subparagraph c., Petitioner shall determine the manner in which the remainder of its job generation requirement may be allocated.

All funds obtained by OSP under this condition shall be applied to any one or more of the paragraphs specified in subparagraph c. above.

Status. By the Order Granting Motion for Approval of Job Credits and Motion for Clarification and/or Modification of Condition entered in this docket on February 8, 1994, the Commission approved 2.47 job credits earned pursuant to subparagraph a. and subparagraph c.(iii), and to be counted toward satisfaction of this Condition 1. These job credits were earned for payments and disbursements made prior to 1992.

In its annual progress reports since 1993, HASEKO has reported the following potential job credits earned:

| <u>Report Year</u> | <u>Date of Annual Progress Report</u> | <u>Job Credits for Reported Year</u> |
|--------------------|---|--------------------------------------|
| 1992 | 10/18/93 | 6.22 |
| 1993 | 10/17/94 (& 1/5/95 Supplemental Report) | 3.50 |
| 1994 | 10/17/95 | 2.41 |
| 1995 | 10/15/96 | 1.16 |
| 1996 | 10/20/97 | 0.70 |
| 1997 | 10/19/98 | 1.32 |
| 1998 | 10/18/99 | 6.75 |
| 1999 | 10/17/00 | 9.11 |
| 2000 | 10/22/01 | 7.64 |
| 2001 | 10/16/02 | 7.91 |

| <u>Report Year</u> | <u>Date of Annual Progress Report</u> | <u>Job Credits for Reported Year</u> |
|--------------------|---------------------------------------|--------------------------------------|
| 2002 | 10/27/04 | 9.28 |
| 2003 | 10/27/04 | 16.09 |
| 2004 | 12/08/05 | 149.29 |
| 2005 | 11/02/06 | 28.04 |
| 2006 | 10/03/07 | 96.97 |
| 2007 | 11/05/08 | 33.97 |
| 2008 | 10/15/09 | 64.63 |
| 2009 | 10/15/10 | 28.87 |
| 2010 | 10/14/11 | 31.61 |
| 2011 | 1/28/13 | 25.48 |
| 2012 | 10/16/13 | 37.38 |
| 2013 | 10/16/14 | 57.56 |
| 2014 | 10/16/15 | 24.59 |
| 2015 | 10/14/16 | 18.69 |
| 2016 | 10/13/17 | 18.63 |
| 2017 | 10/17/18 | 16.35 |
| 2018 | 10/17/19 | 6.39 |
| 2019 | 10/17/19 | 29.66 |
| 2020 | 10/17/21 | 1.61 |
| 2021 | 10/17/22 | 0.42 |
| 2022 | 10/31/2023 | 2887.86 |

As described below, HASEKO has earned 2887.86 job credits for the 2022 and 2023 calendar year but will be seeking approval for 374.78 job credits.

Job Credits Pursuant to Subparagraph c. (iii) of Condition 1. For calendar year 2022, a cash contribution of \$14,000.00. Supporting documentation is provided in attached Exhibit A. This contribution under Subparagraph c.(iii) translates to 0.56 job credits.

Job Credits Pursuant to Subparagraph c. (i) of Condition 1. For calendar years 2022 and 2023, HASEKO (HAWAII), INC. has invested the total amount of \$118,615,000.00 as of September 30, 2023 by way of a loan fund in a start-up called Wai Kai Commercial Development LLC (“WKCD”). WKDC is the managing entity of Wai Kai, a commercial development located in Ewa Beach, Oahu, and includes the Wai Kai Wave, Wai Kai Lagoon, Sessions Lifestyle & Apparel, The LookOut, and Foam Coffee & Bar. This investment under Subparagraph c.(i)

translates to 2,372.30 job credits, which is calculated by dividing the total investment amount of \$118,615,000.00 by \$50,000.00.

Job Credits Pursuant to Subparagraph b. of Condition 1. For calendar years 2022 and 2023, the Wai Kai commercial development was completed and includes 480,380 square feet of recreation, retail, office, and storage. The facilities comprising Wai Kai under Subparagraph b. translate to 515.00 job credits, which is calculated as shown in Exhibit F attached to this annual report.

Motion for Approval of Job Credits. HASEKO will be seeking approval of up to 374.78 job credits for non-tourism related investments and actual jobs created in 2022 and 2023. Pursuant to Subparagraph d. of this Condition 1, HASEKO has filed a motion for approval of job credits for credits earned from 1991 through 2020 and was scheduled for a hearing on December 7, 2022. HASEKO's motion for approval of job credits was approved by order dated December 22, 2022, approving 572.75 job credits, leaving 374.78 remaining job credits that may be approved in the future.

Pursuant to Subparagraph d. of this Condition 1, HASEKO hereby certifies that all provided information is correct.

Condition 2³

As Petitioner has volunteered to ameliorate the anticipated social impacts of the project by the conveyance of its 9.4 acre beachfront land to the City and County of Honolulu pursuant to the terms of the Unilateral Agreement and Declaration for Conditional Zoning dated November 29, 1993, Petitioner may convey such property in lieu of the golf course play provision as set forth hereinafter.

If Petitioner does not convey its 9.4 acre beachfront land to the City and County of Honolulu pursuant to the Unilateral Agreement and Declaration for Conditional Zoning dated November 29, 1993, Petitioner shall make available adequate golf tee times (no less than 40 percent of the total tee times) at affordable rates for public play by Hawaii residents based on prevailing rates for public play at privately owned golf courses.

This condition may be fully satisfied by the development by Petitioner of an 18-hole public play course within and/or outside of the Petition Area acceptable to the Office of State Planning.

³ As amended by the May 3, 1994 Order Granting Motion for Relief From and/or Modification of Condition No. 2 of the Decision and Order Entered on October 17, 1990.

Status. By Condition 7 of HASEKO's Unilateral Agreement and Declaration for Conditional Zoning dated November 29, 1993 ("U/A"), HASEKO agreed to convey the approximately 9 acre beachfront land to the City upon satisfaction of two conditions precedent: (1) the deletion of the requirement imposed by Condition 2 of the D&O to provide for public play on the Hoakalei golf course; and (2) HASEKO's obtaining all grading permits necessary to construct the golf course. The first condition was satisfied by the Order issued by the Commission in this docket on May 3, 1994. Although the golf course had not yet obtained all grading permits necessary for completion, HASEKO conveyed the beachfront land to the City. The conveyance was recorded at the Bureau of Conveyances on July 29, 2015.

Condition 3

Petitioner shall not construct residential units or condominium units within areas exposed to composite (Honolulu International Airport and Naval [Air] Station Barbers Point) noise levels of 65 Ldn or greater.

Status. None of the residential areas being developed have noise levels of 65 Ldn or greater.

Condition 4

The Petitioner shall attenuate the noise in guest (living) suites and other noise sensitive areas within commercial, hotel, and international fitness center development areas exposed to composite (Honolulu International Airport and Naval Air Station Barbers Point) exterior noise level of 65 Ldn (day-night average sound level) by a minimum of 25 decibels (Aweighted).

Status. HASEKO intends to incorporate noise attenuation measures in the non-residential areas as they have been in the residential areas currently being developed.

Condition 5

Petitioner shall grant to the State of Hawaii an avigation (right of flight) and noise easement in the form prescribed by the State Department of Transportation on any portion of the property subject to composite (Honolulu International Airport and Naval Air Station Barbers Point) noise levels exceeding 55 Ldn.

Status. HASEKO will work with the State Department of Transportation in determining the applicable measures required to comply with this condition. It should be noted that the Barbers Point Naval Air Station ceased operations in July 1999.

Condition 6

Petitioner shall be responsible for implementing sound attenuation measures to bring noise levels from vehicular traffic in the Petition Area, including along Fort Weaver Road, down to levels acceptable to the State Department of Health and the Department of Transportation.

Status. HASEKO has taken steps to reduce noise levels from vehicular traffic by appropriate roadway design, berms, landscaping and a wall along Fort Weaver Road. Additionally, all of the homes within the Project, whether or not adjacent to major roadways, have fully insulated exterior walls and ceilings, double-paned windows, and are equipped with central air conditioning, all of which significantly attenuate outside noises.

Condition 7

Petitioner shall disclose in its deeds to all initial purchasers of condominium units in the Petition Area: (a) the possible odor, air, noise, and dust pollution resulting from the Fort Weaver Road, Barbers Point Naval Air Station, Honolulu International Airport, and surrounding agricultural operation, and (b) the Hawaii Right-to-Farm Act, Chapter 165, Hawaii Revised Statutes, which limits the circumstances under which pre-existing farm activities may be deemed a nuisance.

Status. The Covenants, Conditions and Restrictions (“CC&Rs”) or other related documents for the residential units that are currently being sold disclose the impacts of surrounding land uses. See Exhibit B.

It should also be noted that sugar cane cultivation on the ‘Ewa Plain ceased subsequent to the issuance of the D&O. The lands surrounding the Project property are currently not in agricultural use, and all are slated for urban development.

Condition 8

Petitioner shall coordinate with the Honolulu Board of Water Supply, the Department of Land and Natural Resources, the Ewa Plain Water Development Corporation, adjoining land owners and developers, and/or other Federal, State, or County agencies, measures designed to develop water for the Petition Area. Petitioner and other members of the Ewa Plain Water Development Corporation shall develop, at the expense of the Ewa Plain Water Development Corporation, the necessary water source, storage, and transmission facilities to provide an adequate supply of

potable water to the Petition Area prior to the development of the Petition Area.

Status. HASEKO was a member of the 'Ewa Plain Water Development Corporation ("EPWDC")⁴, which developed new water sources, storage facilities and transmission lines to provide sufficient water for certain projects on the 'Ewa Plain, including Ocean Pointe/Hoakalei. The regional water system was developed in accordance with the 'Ewa Water Master Plan of August 1987, which was approved by the Board of Water Supply ("BWS"). Pursuant to the master plan, HASEKO contributed more than \$10 million toward the construction of the regional water system. The completed system, including a 36-inch main under Fort Weaver Road, reservoirs, wells, and pumping stations, was dedicated to the BWS in the summer of 1991.

The system that was dedicated to the BWS in 1991 includes six wells located in Honouliuli. These wells are permitted to withdraw approximately 6.6 million gallons of water per day (mgd). Pursuant to agreements among the members of the EPWDC, which agreements are part of the dedication agreement with the BWS, HASEKO is allotted more than 2 mgd of the 6.6 mgd. That amount is sufficient to satisfy the potable water needs for approximately two-thirds of the entire Project. In accordance with the November 2006 Potable and Non-Potable Water Master Plan for the Project that has been approved by the BWS, the remainder of the Project's potable water needs will be supplied by BWS.

Condition 9

Petitioner shall participate in the implementation of the Ewa Highway Master Plan. In the alternative, should the Ewa Highway Master Plan not be completed on a schedule compatible with Petitioner's development schedule, the Petitioner shall undertake the following on a fair share basis as determined by DOT:

- a. The Petitioner shall participate in the funding and construction of transportation improvements at project access points as identified and deemed necessary by the State Department of Transportation. The Petitioner shall also participate in the funding and construction of other on-site and off-site transportation improvements necessitated by the proposed development of the Petition Area and in designs and schedules accepted by and coordinated with the State Department of Transportation, provided that the extent of the Petitioner's participation shall not exceed its share of the increased community impacts in the region, which shall include the impacts

⁴ EPWDC, having fulfilled its mission and accomplished the purpose for which it was established, was dissolved in 2006.

generated by all phases of the Ewa Marina [nka Ocean Pointe/Hoakalei] project and provided further that in the event the City and County of Honolulu adopts an impact fee for transportation improvements, the foregoing requirement shall be deleted to the extent that the cost of any specific traffic improvement is also included in the City and County of Honolulu's impact fee computation. Such improvements may include, but not be limited to, the Petitioner's share of Fort Weaver Road improvements, Kunia Interchange improvements, the proposed north-south road and its interchange to the H-1 Freeway, and the proposed Kapolei Parkway.

- b. Petitioner shall appoint a transportation manager whose function is the formulation, use, and continuation of alternative transportation opportunities that would optimize the use of existing and proposed transportation systems.

In the alternative, Petitioner may participate in a regional program for transportation management with other developers and/or landowners. This program shall address the formulation, use and continuation of alternative transportation opportunities that would optimize the use of existing and proposed transportation systems.

Status. HASEKO has satisfied both elements of this condition. With respect to Condition 9.a., HASEKO, along with other developers in the 'Ewa region, the City, and the State, has made much progress in the planning and implementation of traffic infrastructure improvements to accommodate development in the 'Ewa Plain. On June 28, 2001, the Department of Transportation and the developers presented the Commission with a status report on the progress made on traffic management plans for the 'Ewa area. At that time, HASEKO informed the Commission that it would be working with the other developers, State and City agencies, and affected communities in ascertaining the projected traffic infrastructure demands and needs of the area, the priorities among the identified projects, and a fair and equitable method of funding the proposed improvements.

Since that time, the group has identified the needed traffic infrastructure improvements for the area and determined a fair and equitable method of apportioning the costs of designing and constructing those improvements. The Department of Transportation and the developers jointly completed, and the Department accepted the 'Ewa Highway Master Plan (Year 2010 Highway Plan) on August 28, 2001, as modified on May 31, 2002. In that plan, certain traffic improvements consisting of (but not limited to) construction of and improvements to Fort Weaver Road, the H1 interchanges at Kapolei, Fort Weaver Road, Kapolei Parkway, and North-South Road (nka Kualakai Parkway) were identified as needed to provide an acceptable level of

service throughout most of the 'Ewa area through 2010. The parties have worked toward funding the identified traffic improvements in a way that would be fair and equitable to all parties involved, and with the goal of securing federal highway matching funds for construction of these improvements. In late 2002, the City enacted Ordinance 02-52.

Ordinance 02-52 is an impact fee ordinance to share the costs of design and construction of the identified improvements among all of the parties that implement the 'Ewa Highway Master Plan.

Ordinance 02-52 does this in a manner that assesses landowners and developers based upon the amount of traffic their projects are expected to generate. The roadways within the Project are fully funded by the developer and most will be dedicated to the City after completion. HASEKO has completed that portion of the Kapolei Parkway that is within the Project. Finally, it should be noted that the Ordinance allows for subsequent review of the 'Ewa Highway Master Plan every five (5) years and that the impact fees may be adjusted to reflect any increase or decrease in project costs.

With respect to Condition 9.b., HASEKO has appointed a transportation manager.

Condition 10

Petitioner shall provide drainage improvements for the Petition Area and shall, to the extent necessary as determined by the City and County of Honolulu, coordinate off-site improvements with the Estate of James Campbell, the Barbers Point Naval Air Station, adjoining land owners and developers, and/or other Federal, State or City agencies.

Status. The Project is located within the Kalo'i Gulch Watershed, which extends from the Waianae Range through the Project site. The Watershed includes several other planned and existing development projects, including the University of Hawai'i's West O'ahu Campus, housing projects under the Department of Hawaiian Home Lands, the City's 'Ewa Villages project, the 'Ewa by Gentry project and the 'Ewa Makai-West project. See Exhibit C.

Long before HASEKO acquired the Project in 1988, it had been planned that the proposed marina at Hoakalei would not only be an attractive amenity for the region, but it would also serve as the final basin for regional storm water drainage, which the planners recognized from the outset would be a significant regional issue as urbanization progressed. Because of land ownership configurations within the Kalo'i drainage basin and drainage pathways that had already been established, it had been planned, well before HASEKO acquired the property, that the proposed marina would straddle the Honouliuli Wastewater Treatment Plant sewer outfall line that runs north-to-south through the middle of the Project site. Storm water from upland properties would enter the Project east of the outfall where they would be directed into the future

marina waterways for eventual discharge into the ocean from the main basin located to the west of the outfall.

Navigability required that the outfall be lowered considerably where it intersects the proposed marina. In 1980, the City Department of Public Works approved plans for an inverted siphon in the sewer outfall to accommodate the construction of navigable waterways.

In 1997, however, concerns were raised regarding environmental risks and maintenance requirements associated with an inverted siphon. In response, HASEKO retained the Limtiaco Consulting Group, Inc., in association with Berryman & Henigar, Inc., to conduct engineering analyses at a conceptual level of alternatives to siphoning the outfall. One of the conclusions reached was there is no feasible alternative to an inverted siphon to accommodate navigability over the outfall. Following a series of discussions with the City, HASEKO agreed to eliminate all of the planned marina waterways east of the outfall.

The intent remained, however, for the proposed marina to serve as the final basin for most of the Kalo'i basin storm water runoff. East of the outfall, the golf course would take the place of the proposed marina waterways in conveying storm water flows into the basin located to the west of the outfall. This plan necessitated the lowering of the sewer outfall pipe due to the relative elevations of the outfall and the surrounding lands. Initially, the City and HASEKO agreed upon a method for lowering the outfall, and by 2002, HASEKO obtained rezoning and other approvals to eliminate the eastern portion of the proposed marina and facilitate this revised regional drainage plan.

Not long thereafter, as HASEKO embarked on pre-construction work required for lowering the outfall, the City raised a number of environmental, operations and maintenance concerns that clearly implied a desire not to lower the outfall. Because of these concerns and the time it would probably take to resolve them, HASEKO and the City discussed, and HASEKO agreed, to explore alternatives to lowering the outfall.

One practicable, and the technologically simplest, alternative is to not direct drainage over the outfall and into the proposed marina, but to direct the discharge straight into the ocean, which means going through One'ula Beach Park. Storm flows from upland properties entering the Project would not have to cross over the outfall. A small amount of storm water from the Barbers Point golf course and within the Project development would enter the basin from the west. In other words, no alteration to the sewer outfall would be required.

The City Council approved the plan of discharging regional drainage through One'ula Beach Park in 2007 by granting a special management area use permit for that purpose. Although HASEKO took the lead in processing the permit application for the regional drainage solutions and encouraged all landowners and developers in the Kalo'i Gulch drainage basin to participate in the contested case proceeding, only one private developer stepped forward. As reported in our

October 15, 2009 progress report, the Board of Land and Natural Resources (“BLNR” or “Land Board”), in a contested case proceeding, denied issuance of a conservation district use permit to reduce the height of a natural shoreline berm for stormwater overflow. In its denial, the BLNR explained that, inasmuch as the existing developments were all retaining most stormwater flows within their own project boundaries, there was a failure to demonstrate actual need for the outlet at that time. In July 2011, HASEKO, this time with the City, the University of Hawai‘i – West O‘ahu, and the Department of Hawaiian Home Lands, reapplied for the Conservation District Use Permit in July 2011.

A contested case hearing was conducted in 2013, and the Land Board approved the permit. However, the Land Board’s decision was appealed to the Circuit Court, which imposed a stay on construction pending the outcome of the appeal. During the course of the appeal, the Circuit Court remanded the case back to the Land Board for the limited purpose of determining whether a supplemental EIS should have been required. While on remand, the Petitioner who asked for the contested case passed away. Subsequently, the Land Board rendered a decision that a supplemental EIS is not required, and the case was returned to the Circuit Court. The circuit court dismissed the appeal, ruling that after the Petitioner’s death, there was no proper party to continue to prosecute the appeal. Having dismissed the appeal, the Circuit Court lifted the stay on construction of the Kalo‘i Gulch drainage outlet. The Circuit Court’s dismissal was appealed to the Intermediate Court of Appeals (“ICA”), on December 7, 2017. The ICA denied a request for a further stay of construction pending appeal; therefore, HASEKO has requested a right-of-entry from the BLNR to begin construction of the outlet. However, the BLNR elected to await the ICA’s decision before granting the requested right-of-entry; therefore, construction has not yet begun. Until the outlet is constructed, all landowners and developers in the Kalo‘i Gulch drainage basin are required to provide adequate retention basins within their developments to prevent stormwater flows from reaching the ocean and the drainage generated by the development of the Project will be retained in drainage retention basins within the Project property. On November 8, 2023, the ICA vacated the Circuit Court’s dismissal and remanded the case back to the Circuit Court for further proceedings. ICA entered its Judgment on Appeal on December 14, 2023. After receiving a thirty-day (30) extension, HASEKO, the City and UH-West O‘ahu filed a writ of certiorari (“Writ”) with the State of Hawaii Supreme Court on February 12, 2024. After receiving a thirty-day (30) extension, Petitioner’s successor in interest filed a response to the Writ on March 13, 2024. HASEKO, et. al, filed a response to Petitioner’s response on March 20, 2024. On April 11, 2024, the State of Hawaii Supreme Court declined to hear the Writ and the ICA’s decision was upheld, and the State of Hawaii Supreme Court remanded the case back to the Circuit Court for further proceedings. The Circuit Court has scheduled a status conference on October 22, 2024.

Condition 11

Petitioner shall participate in an air quality monitoring program as specified by the State Department of Health.

Status. In proceedings in this docket, three air quality issues were raised: (1) vehicular emissions from construction vehicles and fugitive dust during construction; (2) airborne pesticides from the golf course; and (3) vehicular emissions from increased traffic in the region.

HASEKO's contractors are bound by regulations promulgated by the State Department of Health to minimize and abate air pollution in the course of construction. It should be noted that most of the fill material for the Project is obtained on-site. That reduces the amount of traveling required of construction vehicles, minimizing both vehicular emissions and the opportunities for disbursement of fugitive dust.

As and when required by the State Department of Health, HASEKO will participate in an air quality monitoring program.

Condition 12

Petitioner shall connect the wastewater system for the proposed development in the Petition Area to the Honouliuli Wastewater Treatment Plant (WWTP). Construction of structures within the Petition Area shall not commence until Petitioner has obtained assurances from the City and County of Honolulu that the capacity at this plant has been reserved for the Petition Area; provided that if the capacity at the WWTP is not sufficient for the proposed development in the Petition Area, Petitioner may utilize other alternatives acceptable to the State Department of Health.

Status. A sewer master plan was approved by the City Department of Wastewater Management (now known as the Department of Environmental Services) in 1997. It continues to be updated as necessary in connection with the ongoing development of the Project. Sewer services for the development are provided by the existing 'Ewa Beach Sewer System that runs along Pāpipi Road and Fort Weaver Road to the Honouliuli Wastewater Treatment Plant via the 'Ewa Sewage Pump Station.

In 2006, HASEKO upgraded the 'Ewa Beach Pump Station by increasing its capacity and replacing some of the aging collector lines. This nearly \$20 million upgrade benefited not only the Ocean Pointe/Hoakalei development but also the older 'Ewa Beach community and a portion of the 'Ewa by Gentry development.

HASEKO has financed the sewer improvements that have been constructed. Future sewer improvements within the Project site will also be developer-financed.

Condition 13

Petitioner shall immediately stop work on the impacted area and contact the Historic Preservation Division, State Department of Land and Natural Resources should any significant archaeological resources such as artifacts, shell, bones or charcoal deposits, human burial, or rock or coral alignments, paving or walls of historic or prehistoric significance be encountered during the development of the Petition Area.

Status. HASEKO entered into a Memorandum of Agreement with the State Historic Preservation Officer (“SHPO”), the National Advisory Council on Historic Preservation, the Corps of Engineers (“COE”), and the Office of Hawaiian Affairs (“OHA”) which provides for data collection and a preservation and interpretive program for six preservation sites located within three preservation areas within the Project area.

When grading and grubbing activities are conducted, a professional archaeologist is on-site in the event any unanticipated archaeological resources are encountered. HASEKO will comply with this condition should any significant archaeological resources be discovered.

Condition 14

Petitioner shall participate with city and state civil defense agencies, with U.S. Department of the Navy, and with adjoining land owners and developers in formulating and implementing an emergency preparedness and evacuation plan for the Petition Area.

Status. HASEKO will participate with these parties in compliance with this Condition.

Condition 15

Petitioner shall comply with “The Eight (8) Conditions Applicable to This Golf Course Development”, prepared by the State Department of Health dated April 4, 1990 (Version 3), introduced as the Office of State Planning’s Exhibit Number 4 attached hereto [not attached to this annual progress report] and incorporated by reference herein.

Status. The State Department of Health has revised the conditions applicable to golf course developments. HASEKO reached an agreement with the DOH regarding compliance with its

current standard conditions for golf courses. A copy of the letter outlining that agreement is provided as Exhibit D.

In December 2014, the golf course lands were sold to Hoakalei Country Club, L.P. (now known as Hoakalei Country Club Godo Kaisha, a Japan corporation), subject to the conditions in the D&O.

Condition 16

Petitioner shall engage the services of a qualified golf course manager to oversee the irrigation of the golf course and application of fertilizers and pesticides to the golf course within the Petition Area and who shall be qualified in the application of fertilizers and pesticides in those areas.

Status. Hoakalei Country Club hired a qualified golf course superintendent to oversee the management of the golf course.

The Hoakalei Golf Course is the first golf course on O'ahu to use Seadwarf® seashore paspalum turfgrass, a salt-tolerant, warm season turf grass that requires up to 50 percent less water and up to 75 percent less fertilizer and can be irrigated with brackish or reclaimed water.

As mentioned above, the golf course lands were sold to Hoakalei Country Club, L.P. (now known as Hoakalei Country Club Godo Kaisha, a Japan corporation) in December 2014, subject to the conditions in the D&O.

Condition 17

Petitioner shall complete the development on the Petition Area in substantial compliance with the representations made before the Land Use Commission. Failure to do so may result in reclassification of the property to its former land use classification.

Status. The Commission has overseen the urbanization of the Project site from as far back as 1975. Since HASEKO acquired the site in 1988 and first presented its master plan to the Commission in 1989, the master plan has undergone various reconfigurations, primarily in response to regulatory decisions and constraints. As a result, there have been changes to the sizes and locations of various components of the Project. The Commission has been continually kept apprised of these changes through hearings on motions for amendments to the Decision and Order and/or annual progress reports filed with the Commission. These size and location changes, however, have not changed the character of the development or the Project components and their relative densities, which are the same as originally presented to the Commission.

Condition 18

Petitioner shall give notice to the Land Use Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Petition Area covered by the approved Petition prior to visible commencement of construction on the Petition Area; provided, however, that Petitioner may transfer ownership in the Petition Area to an affiliate or joint venture of which Petitioner is a member or in a manner consistent with prior representations to the Land Use Commission, and may mortgage the property at any time without notice to the Land Use Commission. A mortgagee under such mortgage may foreclose the mortgage, by judicial foreclosure or under a power of sale contained in such mortgage (provided notice of the date of such foreclosure sale is given to the Land Use Commission), or may, with notice to the Land Use Commission, acquire title to such property in lieu of foreclosure and the mortgagee or the person acquiring title at such foreclosure or in lieu of foreclosure may also transfer title to the property with notice to the Land Use Commission.

Status. HASEKO (Hawaii), Inc. purchased the approximately 1,100-acre Project property in 1988 from M.S.M. & Associates, Inc., which was then in bankruptcy, and from The Estate of James Campbell. In 1992, the entire 1,100 acres were transferred from HASEKO (Hawaii), Inc. to a wholly owned subsidiary, HASEKO (Ewa), Inc. As construction of the residential components of the Project has proceeded, parcels have been conveyed to development entities affiliated with HASEKO, and subsequently to individual homeowners in fee simple.

In 2002, a 22,905 square-foot commercial lot along Fort Weaver Road was conveyed from HASEKO to Arthur Howard and Leslie Gail Howard; in 2006, a 0.441-acre lot along Kapolei Parkway was conveyed to Hawaiian Electric Company, Inc.; and in 2007, a 1.043-acre commercial lot along Keone'ula Boulevard was conveyed from HASEKO to Frederick Hoon Yuk Lau and Judy Mariko Lau. In December 2014, the Hoakalei Country Club was conveyed to Hoakalei Country Club L.P. (now known as Hoakalei Country Club Godo Kaisha, a Japan corporation); and in December 2020, Hoakalei Corporation (an affiliate of HASEKO) conveyed a 2.595-acre parcel southwest of the Lagoon to Tsukada Global Holdings Inc., a Japan corporation, for a wedding operation.

In 2005, nearly 12 acres in the northeastern part of the Project area were conveyed to the State of Hawai'i for a school site. Adjacent to the school site is a district park and a childcare center. In 2007, approximately 1.25 acres were conveyed to Seagull Schools for the childcare center. Just over one acre of land was conveyed to the City and County of Honolulu in 2008 for relocation of the 'Ewa Beach Fire Station at the northeast corner of the Project site. In November 2014,

approximately 18.75 acres of land were conveyed to the City for the district park. In July 2015, approximately 9 acres of beachfront land were conveyed to the City for the expansion of One'ula Beach Park.

All areas are shown on Exhibit E.

Condition 19

Petitioner shall provide annual reports to the Land Use Commission, the Office of State Planning, and the City and County of Honolulu, Department of General Planning in connection with the status of the subject project and the Petitioner's progress in complying with the conditions imposed.

Status. This annual progress report is provided to the Commission in compliance with this condition. Copies are being provided to the Office of Planning and Sustainable Development (formerly the Office of State Planning) and the City Department of Planning and Permitting (formerly the Department of General Planning).

Condition 20

In conjunction with the foregoing Findings of Fact Number 163, Petitioner shall submit to the Commission for its review and approval, the methods in which Petitioner will address the need for employee housing in conjunction with State and City government agencies.

Status. Since commencing development at Ocean Pointe in the late 1990's, HASEKO has focused on bringing to market a variety of residential unit types geared to purchasers of various income levels. As an example, of the over 2,300 residential units developed in Areas 1, 2, and 3 of Ocean Pointe, nearly 40% of the units qualify as affordable housing (less than 80% AMI and 81% - 120% AMI) and workforce housing (121% - 140% AMI). In February 2020, the City confirmed that HASEKO had fulfilled its affordable housing requirements for Ocean Pointe and Hoakalei under Ordinance Nos. 85-44 and 93-94.

Condition 21

The Commission may fully or partially release these conditions 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 the Petitioner.

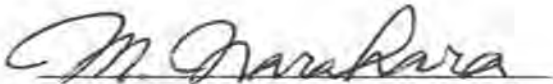
Adequate assurance of satisfaction may be evidenced by execution of a certificate of satisfaction in recordable form stating that such condition has been satisfied, in whole or in part. The Office of State Planning will certify for itself and all state departments and agencies, and the Department of General Planning will certify for itself and all county departments and agencies. Any other party to the boundary amendment proceeding may be asked to indicate whether they concur in the certification of satisfaction.

Status. As and when conditions are met, HASEKO may file the appropriate motions.

HASEKO hopes this progress report sufficiently apprises the Land Use Commission of the present status of the Project, in general, and the Petition Area in particular. Please contact the undersigned if additional information is needed.

Very truly yours,

HASEKO (EWA), INC.



Masayuki Narahara
Its President

Attachments:

- Exhibit A – Job credits pursuant to Subparagraph c.(iii) of Condition 1
- Exhibit B – Noise Covenants included in CC&Rs
- Exhibit C – Kalo'i Gulch Watershed
- Exhibit D – Agreement for Development of Golf Course dated May 2, 1994
- Exhibit E – Hoakalei/Ocean Pointe Master Plan
- Exhibit F – Job credits pursuant to Subparagraph b. of Condition 1

cc: State Office of Planning and Sustainable Development
City Department of Planning and Permitting
Matsubara, Kotake & Tabata, A Law Corporation

EXHIBIT A

Job Credits pursuant to Subparagraph c.(iii) of Condition 1

Job Credits - 2022

Monetary Contributions
Haseko (Ewa), Inc

| Recipient | Check Date | Description | Check No | Amount |
|--------------------------------------|-------------------|--|-----------------|---------------------|
| Weed & Seed Hawaii | 11/30/2022 | Tee Sponser Golf Tournament Fundraiser | 10094 | \$ 500.00 |
| Weed & Seed Hawaii | 11/30/2022 | 2022 Summer Culinary Art Program | 10094 | \$ 1,000.00 |
| Weed & Seed Hawaii | 11/30/2022 | 4th Annual Legacy Luncheon & Donation | 10094 | \$ 2,000.00 |
| The Boys & Girls Club of Hawaii | 11/30/2022 | 7/29 Gold Sponsor Golf Tournament | 10085 | \$ 8,000.00 |
| Coalition for Drug-Free Hawaii | 11/30/2022 | Tee Up Fore Prevention Donation | 10078 | \$ 500.00 |
| Poi Dogs & Popoki | 11/30/2022 | 19th Puka Golf Tournament | 10091 | \$ 1,000.00 |
| Seaoh Golf Scholarship | 11/30/2022 | 10th Annual Golf Tournament Donation | 10092 | \$ 500.00 |
| Honolulu Navy League | 12/30/2022 | Tee Sponser Golf Tournament | 10140 | \$ 500.00 |
| TOTAL 2022 Haseko (Ewa), Inc. | | | | \$ 14,000.00 |

HASEKO DEVELOPMENT, INC. 10094
 Vendor: WEED & SEED HAWAII Check Date: November 30, 2022

| INVOICE DATE. | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|---------|
| 10-25-22 | 10/25/22 | 4thAnl Lgcy, Glf Tn | 3500.00 | .00 | 3500.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10094 | Totals | 3500.00 | .00 | 3500.00 |

HASEKO DEVELOPMENT, INC. 10094
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

Date November 30, 2022

Amount \$3,500.00

PAY *****Three thousand five hundred dollars and no cents

TO THE ORDER OF WEED & SEED HAWAII
 91-884 FT. WEAVER RD., STE A
 EWA BEACH, HI 96706

**** COPY ****

HASEKO DEVELOPMENT, INC. 10094
 Vendor: WEED & SEED HAWAII Check Date: November 30, 2022

| INVOICE DATE. | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|---------|
| 10-25-22 | 10/25/22 | 4thAnl Lgcy, Glf Tn | 3500.00 | .00 | 3500.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10094 | Totals | 3500.00 | .00 | 3500.00 |

HASEKO DEVELOPMENT, INC. 10094
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

Date November 30, 2022

Amount \$3,500.00

PAY *****Three thousand five hundred dollars and no cents

TO THE ORDER OF WEED & SEED HAWAII
 91-884 FT. WEAVER RD., STE A
 EWA BEACH, HI 96706

COPY

HASEKO DEVELOPMENT, INC.
Vendor: HALE PONO CLUBHOUSE

Check Date: November 30, 2022 **10085**

| INVOICE DATE | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|---------|
| 10-25-22 | 10/25/22 | 28th Anl Golf Trnmn | 8000.00 | .00 | 8000.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10085 | Totals | 8000.00 | .00 | 8000.00 |

HASEKO DEVELOPMENT, INC.
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
MAIN BRANCH
Honolulu, HI 96813
59-101/1213

10085

Date: November 30, 2022
Amount: \$8,000.00

PAY *****Eight thousand dollars and no cents

TO THE ORDER OF HALE PONO CLUBHOUSE

**** COPY ****

HASEKO DEVELOPMENT, INC. **10085**
Vendor: HALE PONO CLUBHOUSE Check Date: November 30, 2022

| INVOICE DATE | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|---------|
| 10-25-22 | 10/25/22 | 28th Anl Golf Trnmn | 8000.00 | .00 | 8000.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10085 | Totals | 8000.00 | .00 | 8000.00 |

HASEKO DEVELOPMENT, INC.
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
MAIN BRANCH
Honolulu, HI 96813
59-101/1213

10085

Date: November 30, 2022
Amount: \$8,000.00

PAY *****Eight thousand dollars and no cents

TO THE ORDER OF HALE PONO CLUBHOUSE

COPY

HASEKO DEVELOPMENT, INC. 10078
 Vendor: COALITION FOR DRUG-FREE HAWAII Check Date: November 30, 2022

| INVOICE DATE | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|--------|
| 10-25-22 | 10/25/22 | Tee Up Fore Prevent | 500.00 | .00 | 500.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10078 | Totals | 500.00 | .00 | 500.00 |

HASEKO DEVELOPMENT, INC. 10078
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

| | |
|--------|-------------------|
| Date | November 30, 2022 |
| Amount | \$500.00 |

PAY *****Five hundred dollars and no cents

TO THE ORDER OF COALITION FOR DRUG-FREE HAWAII
 1130 N. NIMITZ HWY, SUITE A259
 HONOLULU, HI 96817

**** COPY ****

HASEKO DEVELOPMENT, INC. 10078
 Vendor: COALITION FOR DRUG-FREE HAWAII Check Date: November 30, 2022

| INVOICE DATE | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|--------|
| 10-25-22 | 10/25/22 | Tee Up Fore Prevent | 500.00 | .00 | 500.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10078 | Totals | 500.00 | .00 | 500.00 |

HASEKO DEVELOPMENT, INC. 10078
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

| | |
|--------|-------------------|
| Date | November 30, 2022 |
| Amount | \$500.00 |

PAY *****Five hundred dollars and no cents

TO THE ORDER OF COALITION FOR DRUG-FREE HAWAII
 1130 N. NIMITZ HWY, SUITE A259
 HONOLULU, HI 96817

COPY

HASEKO DEVELOPMENT, INC.
Vendor: POI DOGS & POPOKI

Check Date: November 30, 2022 **10091**

| INVOICE DATE. | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE |
|---------------|------------|---------------------|-------------|--------------|---------|
| 10-25-22 | 10/25/22 | 19th Puka Golf Trnm | 1000.00 | .00 | 1000.00 |

| | | | | | | | |
|-----------|----------|----------|-------|--------|---------|-----|---------|
| Chk. Date | 11-30-22 | Chk. No. | 10091 | Totals | 1000.00 | .00 | 1000.00 |
|-----------|----------|----------|-------|--------|---------|-----|---------|

HASEKO DEVELOPMENT, INC. FIRST HAWAIIAN BANK **10091**
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706 MAIN BRANCH
Honolulu, HI 96813
59-101/1213

Date November 30, 2022
Amount \$1,000.00

PAY *****One thousand dollars and no cents

TO THE ORDER OF POI DOGS & POPOKI
P.O. BOX 75345
KAPOLEI, HI 96707

**** COPY ****

HASEKO DEVELOPMENT, INC. **10091**
Vendor: POI DOGS & POPOKI Check Date: November 30, 2022

| INVOICE DATE. | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE |
|---------------|------------|---------------------|-------------|--------------|---------|
| 10-25-22 | 10/25/22 | 19th Puka Golf Trnm | 1000.00 | .00 | 1000.00 |

| | | | | | | | |
|-----------|----------|----------|-------|--------|---------|-----|---------|
| Chk. Date | 11-30-22 | Chk. No. | 10091 | Totals | 1000.00 | .00 | 1000.00 |
|-----------|----------|----------|-------|--------|---------|-----|---------|

HASEKO DEVELOPMENT, INC. FIRST HAWAIIAN BANK **10091**
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706 MAIN BRANCH
Honolulu, HI 96813
59-101/1213

Date November 30, 2022
Amount \$1,000.00

PAY *****One thousand dollars and no cents

TO THE ORDER OF POI DOGS & POPOKI
P.O. BOX 75345
KAPOLEI, HI 96707

COPY

HASEKO DEVELOPMENT, INC. 10092
 Vendor: SEAOH GOLF SCHOLARSHIP Check Date: November 30, 2022

| INVOICE DATE | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|--------|
| 10-25-22 | 10/25/22 | 10th Anl Glf Trnmnt | 500.00 | .00 | 500.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10092 | Totals | 500.00 | .00 | 500.00 |

HASEKO DEVELOPMENT, INC. 10092
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

| | |
|--------|-------------------|
| Date | November 30, 2022 |
| Amount | \$500.00 |

PAY *****Five hundred dollars and no cents

TO THE ORDER OF SEAOH GOLF SCHOLARSHIP
 1164 BISHOP STREET, SUITE 1600
 HONOLULU, HI 96813

**** COPY ****

HASEKO DEVELOPMENT, INC. 10092
 Vendor: SEAOH GOLF SCHOLARSHIP Check Date: November 30, 2022

| INVOICE DATE | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|--------|
| 10-25-22 | 10/25/22 | 10th Anl Glf Trnmnt | 500.00 | .00 | 500.00 | | |
| Chk. Date | 11-30-22 | Chk. No. | 10092 | Totals | 500.00 | .00 | 500.00 |

HASEKO DEVELOPMENT, INC. 10092
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

| | |
|--------|-------------------|
| Date | November 30, 2022 |
| Amount | \$500.00 |

PAY *****Five hundred dollars and no cents

TO THE ORDER OF SEAOH GOLF SCHOLARSHIP
 1164 BISHOP STREET, SUITE 1600
 HONOLULU, HI 96813

COPY

HASEKO DEVELOPMENT, INC. 10140
 Vendor: HONOLULU NAVY LEAGUE Check Date: December 30, 2022

| INVOICE DATE. | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|--------|
| 11-21-22 | 112122 | Donation: TeeSponso | 500.00 | .00 | 500.00 | | |
| Chk. Date | 12-30-22 | Chk. No. | 10140 | Totals | 500.00 | .00 | 500.00 |

HASEKO DEVELOPMENT, INC. 10140
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

| | |
|--------|-------------------|
| Date | December 30, 2022 |
| Amount | \$500.00 |

PAY *****Five hundred dollars and no cents

TO THE ORDER OF HONOLULU NAVY LEAGUE
 PO BOX 31032
 HONOLULU, HI 96820

**** COPY ****

HASEKO DEVELOPMENT, INC. 10140
 Vendor: HONOLULU NAVY LEAGUE Check Date: December 30, 2022

| INVOICE DATE. | INVOICE NO | DESCRIPTION | INV. AMOUNT | DISCNT TAKEN | BALANCE | | |
|------------------|------------|---------------------|-------------|---------------|---------|-----|--------|
| 11-21-22 | 112122 | Donation: TeeSponso | 500.00 | .00 | 500.00 | | |
| Chk. Date | 12-30-22 | Chk. No. | 10140 | Totals | 500.00 | .00 | 500.00 |

HASEKO DEVELOPMENT, INC. 10140
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

| | |
|--------|-------------------|
| Date | December 30, 2022 |
| Amount | \$500.00 |

PAY *****Five hundred dollars and no cents

TO THE ORDER OF HONOLULU NAVY LEAGUE
 PO BOX 31032
 HONOLULU, HI 96820

COPY

EXHIBIT B

Noise Covenants Included in CC&Rs

Excerpt from Declaration of Covenants, Conditions, and Restrictions for Ka Makana at Hoakalei, dated November 10, 2008, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 3805046.

EXHIBIT E

Additional Covenants Regarding Aircraft Noise and Other Disturbances

The following covenants are required by various governmental agencies as conditions to land use reclassifications or rezoning of lands within the Hoakalei Resort including but not limited to, the State of Hawaii Land Use Commission (in Docket A83-558) and, the City and County of Honolulu (Ordinance 85-44). Accordingly, each Unit owner, by accepting a conveyance of an interest in the Project, for itself, its occupants, transferees, and any other party claiming by, through, or under it, covenants, acknowledges, and agrees along with Declarant as follows:

1. The Project (or portions thereof) is located within an area of potential exposure to aircraft noise as defined in Land Use Guidance Chart I, Airport-Land Use Compatibility Planning, AC 150/5050-6, U.S. Department of Transportation, Federal Aviation Administration, December 30, 1977, and said property may, on occasion, be subject to day-night average sound levels as defined therein and other forms of disturbances.

2. Each Unit owner as aforesaid, acknowledges that its use and enjoyment of such Unit owner's Unit as well as any portion of the Project may be subject to various effects which may result from the use and operation of government airports in the vicinity of the Project such as Honolulu International Airport, Barbers Point Naval Air Station, and all other such government airports, whether existing or to be built (the "government airports"), such effects to include noise, fumes, soot, smoke, vibration, and other intrusions from aircraft using the government airports.

3. Each Unit owner as aforesaid, hereby releases and agrees that he/she shall not file any claim, action or lawsuit for any kind of relief, whether legal or equitable, against the Declarant, Master Declarant, the City and County of Honolulu, the State of Hawaii, the Federal Government, or any agency or employee thereof, or any Person using the government airports, for costs or damages resulting from noise, fumes, soot, smoke, vibration or any other form of disturbance to such Unit owner's Unit and the Project caused by the establishment or operation of the government airports, or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

4. Each Unit owner as aforesaid (other than a Mortgagee of an Insured Mortgage who acquires title to any Unit through foreclosure or a deed in lieu of foreclosure), shall indemnify, forever hold harmless and defend Declarant, Master Declarant, the City and County of Honolulu, the State of Hawaii and the Federal Government and all users of the government airports, from any and all liability resulting from said noise, fumes, soot, smoke, vibration or any other form of disturbance to such Unit owner's Unit and the Project caused by the establishment or operation of the government airports, or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

5. In consideration of the foregoing, Declarant hereby releases and agrees that it shall not file any claim, action or lawsuit for any kind of relief, whether legal or equitable, against the City and County of Honolulu, the State of Hawaii, the Federal Government, or any agency or employee thereof, or any Person using the government airports, for costs or damages resulting from noise, fumes, soot, smoke, vibration or any other form of disturbance to the Project (including any Unit) caused by the establishment or operation of the government airports,

or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

6. In consideration of the foregoing, Declarant shall indemnify, forever hold harmless and defend the City and County of Honolulu, the State of Hawaii and the Federal Government and all users of the government airports, from any and all liability resulting from said noise, fumes, soot, smoke, vibration or any other form of disturbance to the Project (including any Unit) caused by the establishment or operation of the government airports, or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

EXHIBIT C

Kalo'i Gulch Watershed

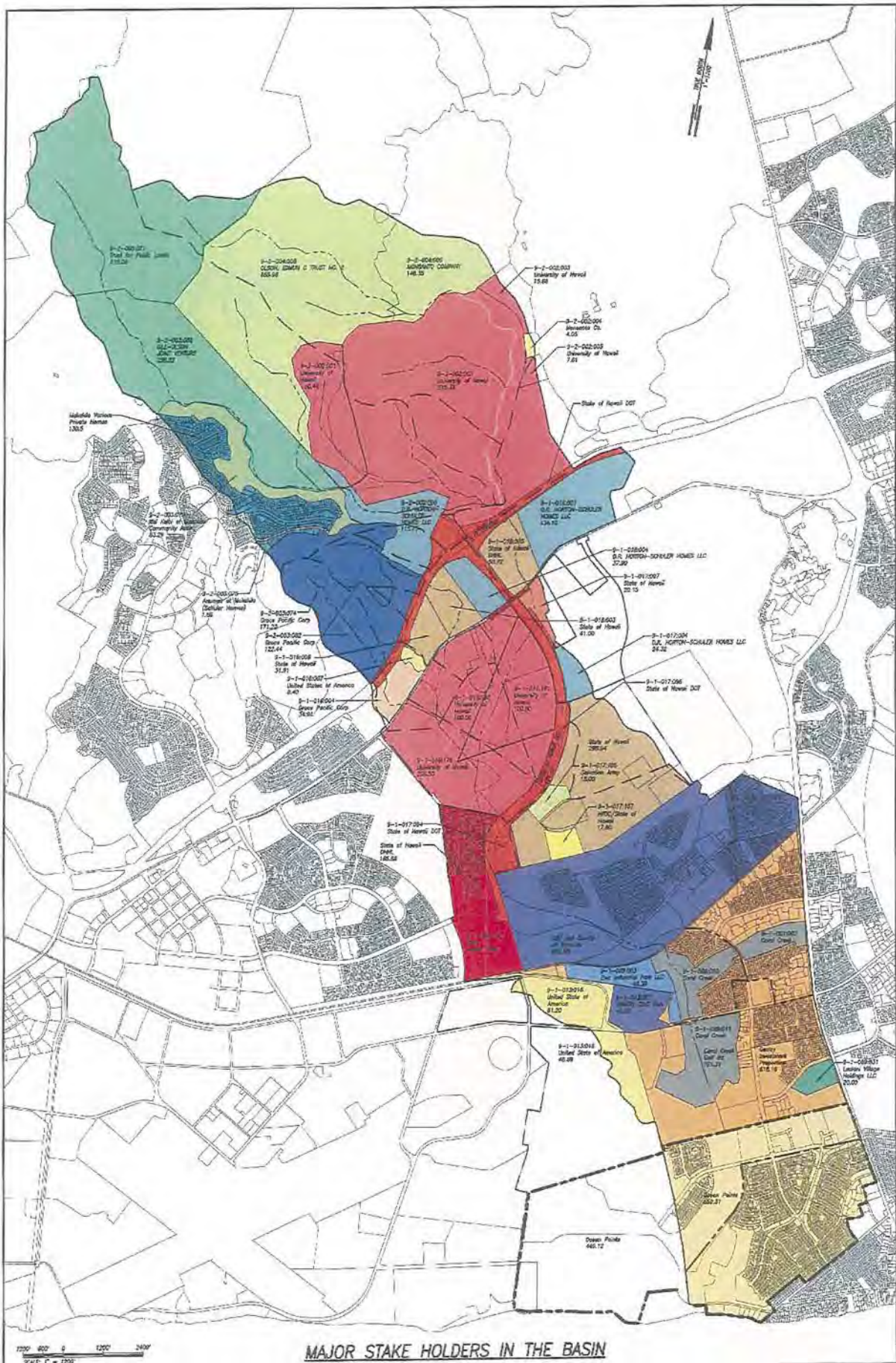


EXHIBIT D

Agreement for Development of Golf Course dated May 2, 1994



HASEKO

HASEKO (Ewa), Inc.

830 Milliani Street, Suite 810, Honolulu, Hawaii 96813-2938
Phone (808) 599-1444 Fax (808) 545-3590

May 2, 1994

Mr. Thomas Arizumi, Chief
State of Hawaii
Department of Health
Environmental Management Division
919 Ala Moana Boulevard, 3rd Floor
Honolulu, Hawaii 96814

Dear Mr. Arizumi:

Request for Confirmation of Compliance With
Conditions Relating to Golf Course Development

This letter describes the steps that HASEKO (Ewa), Inc. has taken to comply with the Department of Health's conditions applicable to all new golf course development. We believe this information demonstrates the plans are in general conformance with the conditions and respectfully request a letter from the Department stating that the Department of Health has no objections to any agency's construction approvals of the golf course which are dependent upon our compliance with those conditions.

For each of the 12 general conditions we have indicated the basic nature of the requirement it imposes, whether or not it is relevant to the proposed Ewa Marina Golf Course, and, if it is, the specific steps that have been taken to comply with it. Please note that the requirement for compliance with these conditions stems from two sources. First, our Unilateral Agreement with the City and County of Honolulu refers to the *Twelve (12) Conditions Applicable to All New Golf Course Development* (Version 4, January 1992) as "standard conditions applicable to the issuance of golf course grading and building permits generally". Second, the Land Use Commission Decision and Order that placed the golf course site in the Urban District refers to the Department's *Eight (8) Conditions Applicable to This New Golf Course Development* (Version 3, April 1990). Parenthetical notes indicate which of the 12 conditions were also part of the 8-Condition set.

Mr. Thomas Arizumi
May 2, 1994
Page 2

1. *Establish baseline nearshore and/or groundwater quality (Condition 2)*

Nearshore Water Quality. The Ewa Marina Golf Course is landlocked, with the shortest distance between it and the ocean being 1,500 feet. Thus, establishing nearshore water quality is not directly relevant. However, the data needed to characterize existing water quality in the ocean along the Ewa shoreline are already available from sampling that has been conducted as part of the Clean Water Act (CWA) Section 401 water quality certification for the marina.

Groundwater Quality. Some groundwater quality data are already available from the extensive monitoring conducted as part of the Department of the Army Permit process. We are now preparing to collect additional baseline groundwater quality data in accordance with the groundwater monitoring plan discussed below under Condition 2.

2. *Establish groundwater monitoring plan and system (Condition 1)*

We have contracted with Mr. Dan Lum, hydrologist, to assist us in the development of a groundwater monitoring plan (including establishment of baseline groundwater quality). A copy of our letter authorizing Mr. Lum to proceed is provided as Attachment 1. Attachment 2 contains the outline of the golf course groundwater monitoring plan; this plan is being developed in conjunction with the groundwater monitoring program required as a condition of the Section 404 permit for our marina.

3. *If increased levels of contaminant(s) that have the potential to threaten public health are indicated, take immediate action to stop the source of contamination and subsequently mitigate any adverse effects (Condition 3)*

Results from the routine groundwater monitoring provided for in our monitoring plan will be reviewed as soon as they are available. If contaminant levels rise above baseline levels, the potential sources of contamination will be identified. If these sources are golf course-related, appropriate actions will be taken to prevent further contamination and to mitigate contamination that has already occurred.

4. *Provide sewage disposal (Condition 4)*

The Ewa Marina Golf Course Clubhouse and other sources of sanitary wastewater will be connected to the City and County of Honolulu's sewer system. We are submitting, on an annual basis, information to the City's Department of Wastewater Management.

Mr. Thomas Arizumi

May 2, 1994

Page 3

5. *If wastewater treatment works with effluent reuse is planned, develop Wastewater Reuse Plan in accordance with Guidelines for the Use of Reclaimed Water (Condition 5)*

Current plans do not call for treated effluent to be used on the Ewa Marina Golf Course. Consequently, this condition is not applicable.

6. *USTs discouraged; if plan to install, comply with 40 CFR 280 and State UST rules (DOH guidelines, closure requirements, etc.) (Condition 6)*

No USTs will be installed on the Ewa Marina Golf Course.

7. *Buildings to house fertilizer and biocides (Condition 7)*

The fertilizer and biocide storage facilities will incorporate berms, waterproof floors, and other features to contain a catastrophic leak from all fluid containers.

8. *Golf course maintenance plan (based on Best Management Practices) (Condition 8)*

We have contracted with Belt Collins Hawaii and Drs. Murdoch & Green to prepare a golf course maintenance plan (GCMP) for the Ewa Marina Golf Course. The GCMP will be based on Best Management Practices and will identify viable options for soils, irrigation, fertilization, turfgrass cultivation, and pest control at the Ewa Marina Golf Course. Attachment 3 is a copy of our letter authorizing them to proceed; Attachment 4 is an outline of the GCMP.

9. *Minimize noise from golf course maintenance; conduct at times that do not disturb nearby residents*

Noise from golf course maintenance activities will be minimized. The activities will be conducted at times that do not disturb nearby residents.

10. *Solid waste management*

We will incorporate provisions for green waste composting and reuse on site in maintenance specifications. We will also include in the Ewa Marina Golf Course maintenance plan a provision to utilize locally-produced compost and soil amendments whenever economically available. We are developing waste reduction and recycling strategies for incorporation within the entire Ewa Marina development pursuant to other permit conditions.

Mr. Thomas Arizumi
May 2, 1994
Page 4

11. *Control fugitive dust, preclude offsite drift of spray material; State Department of Agriculture should be consulted*

Dust control measures will be included in the construction plans and specifications for the Ewa Marina Golf Course. Appropriate measures will be implemented to control the offsite drift of spray material in accordance with State Department of Agriculture requirements.

12. *Should consult with the Soil Conservation Service to assure BMPs utilized; submit NPDES storm water permit, if applicable*

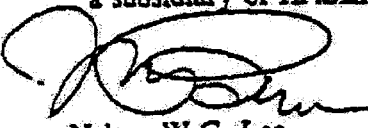
Our erosion control plan will incorporate construction BMPs. Measures will be included in the grading plan to contain all storm water runoff on our property during construction of the Ewa Marina Golf Course. If a NPDES storm water permit is determined necessary, we will submit an application to the Clean Water Branch in a timely fashion.

We would be glad to meet with you or your staff if you have any questions or comments regarding compliance with any of the 12 Conditions or other matters relating to the Ewa Marina Golf Course. If all is in order, would you provide us a letter acknowledging general our general compliance with the 12 Conditions as indicated in the first paragraph of this letter?. Please forward it to HASEKO (Ewa), Inc., 820 Mililani Street, 8th Floor, Honolulu, Hawaii 96813.

Thank you in advance for your consideration and timely attention to this matter.

Sincerely,

HASEKO (Ewa), Inc.
a subsidiary of HASEKO (Hawaii), Inc.



Nelson W.G. Lee
Executive Vice President

NWGL:RX/dsl

Attachments:

1. Copy of letter giving authorization to proceed on groundwater monitoring plan
2. Ewa Marina Golf Course groundwater monitoring plan outline
3. Copy of letter giving authorization to proceed on golf course maintenance plan
4. Ewa Marina Golf Course maintenance plan outline



HASEKO

HASEKO (Ewa), Inc.

320 Wiliani Street, Suite 310, Honolulu, Hawaii 96813-2938
Phone: 808-599-1444 Fax: 808-543-3390

May 2, 1994

Mr. Dan Lum
Water Resource Associates
Century Square
1188 Bishop Street, Suite 607
Honolulu, Hawaii 96813

Re: Ewa Marina Golf Course Development

Dear Mr. Lum:

This letter serves as authorization for Belt Collins Hawaii, Ltd. to proceed on the groundwater monitoring plan for Haseko (Ewa), Inc.

HASEKO (Ewa), Inc.
a subsidiary of HASEKO (Hawaii), Inc.

A handwritten signature in black ink, appearing to be 'R. Kanna', written over a circular stamp or mark.

Raymond Kanna

RK:dsi

ATTACHMENT 2

EWA MARINA GOLF COURSE
GROUNDWATER MONITORING PLAN OUTLINE

- I. Introduction
 - A. Purpose of GMP - Satisfy conditions 1, 2, and 3 of DOH's *Twelve (12) Conditions Applicable to All New Golf Course Development* and *Eight (8) Conditions Applicable to This New Golf Course Development*
 - B. Site location, size
 - C. Relationship to 404 Permit groundwater monitoring program
- II. Site Description
 - A. Geology and soils
 - B. Topography
 - C. Hydrology
 - D. Previous land uses
- III. 404 Permit Groundwater Monitoring Program
- IV. Analytical Parameters
 - A. Baseline
 1. Basic parameters
 2. Ancillary parameters (if applicable)
 3. Additional parameters (if applicable)
 - B. Routine
 1. Basic parameters
 2. Selected additional ("indicator") parameters
- V. Sampling and Analysis
 - A. Equipment - monitoring wells
 1. Location
 2. Materials
 3. Construction
 - B. Sample collection frequency
 - C. Sampling procedures
 1. Pre-sampling activities
 2. Sample collection
 3. Equipment decontamination
 4. Sample handling and transport
 5. Documentation
 - D. Analytical Laboratory
- VI. Quality Assurance/Quality Control
 - A. Field QA/QC samples
 - B. Laboratory QA/QC
- VII. Reporting
 - A. Frequency of submittals to DOH
 - B. Identification of mitigative measures, if necessary
- VIII. References



HASEKO (Ewa), Inc.

320 Mililani Street, Suite 310, Honolulu, Hawaii 96813-2938
Phone: 808/399-1444 Fax: 808/345-3390

May 2, 1994

Mr. Perry J. White, Sr. Environmental Planner
Belt Collins Hawaii, Ltd.
680 Ala Moana Blvd., Suite 200
Honolulu, Hawaii 96813

Re: Ewa Marina Golf Course Development

Dear Perry:

This letter serves as authorization for Belt Collins Hawaii, Ltd. to proceed on the golf course maintenance plan for Haseko (Ewa), Inc.

HASEKO (Ewa), Inc.
a subsidiary of HASEKO (Hawaii), Inc.



Raymond Kanna

RK:dsl

ATTACHMENT 4

EWA MARINA GOLF COURSE
MAINTENANCE PLAN OUTLINE

- I. **Scope**
- II. **Summary of Physiographic and Climatic Setting**
- III. **Viable Elements**
 - A. **Soils (including shallow soil over coral outcroppings)**
 - B. **Grasses for different areas of the golf course**
 - C. **Irrigation**
 - 1. **Considerations for utilization of brackish groundwater and sewage effluent for irrigation**
 - 2. **Irrigation scheduling and amounts of water to apply**
 - 3. **Relation of irrigation to potential leaching of nitrate and pesticides**
 - D. **Fertilization sources and rates**
 - E. **Turfgrass cultivation**
 - 1. **Aerification**
 - 2. **Topdressing**
 - 3. **Thatch removal**
 - F. **Pest control**
 - 1. **Weeds**
 - 2. **Insects**
 - 3. **Diseases**

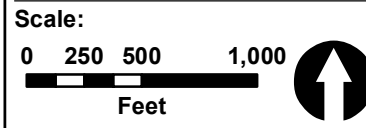
EXHIBIT E

Hoakalei/Ocean Pointe Master Plan

Hoakalei



Title:
**Hoakalei
Master Plan**



Note: This drawing is provided for illustrative purposes only and may change in the future.

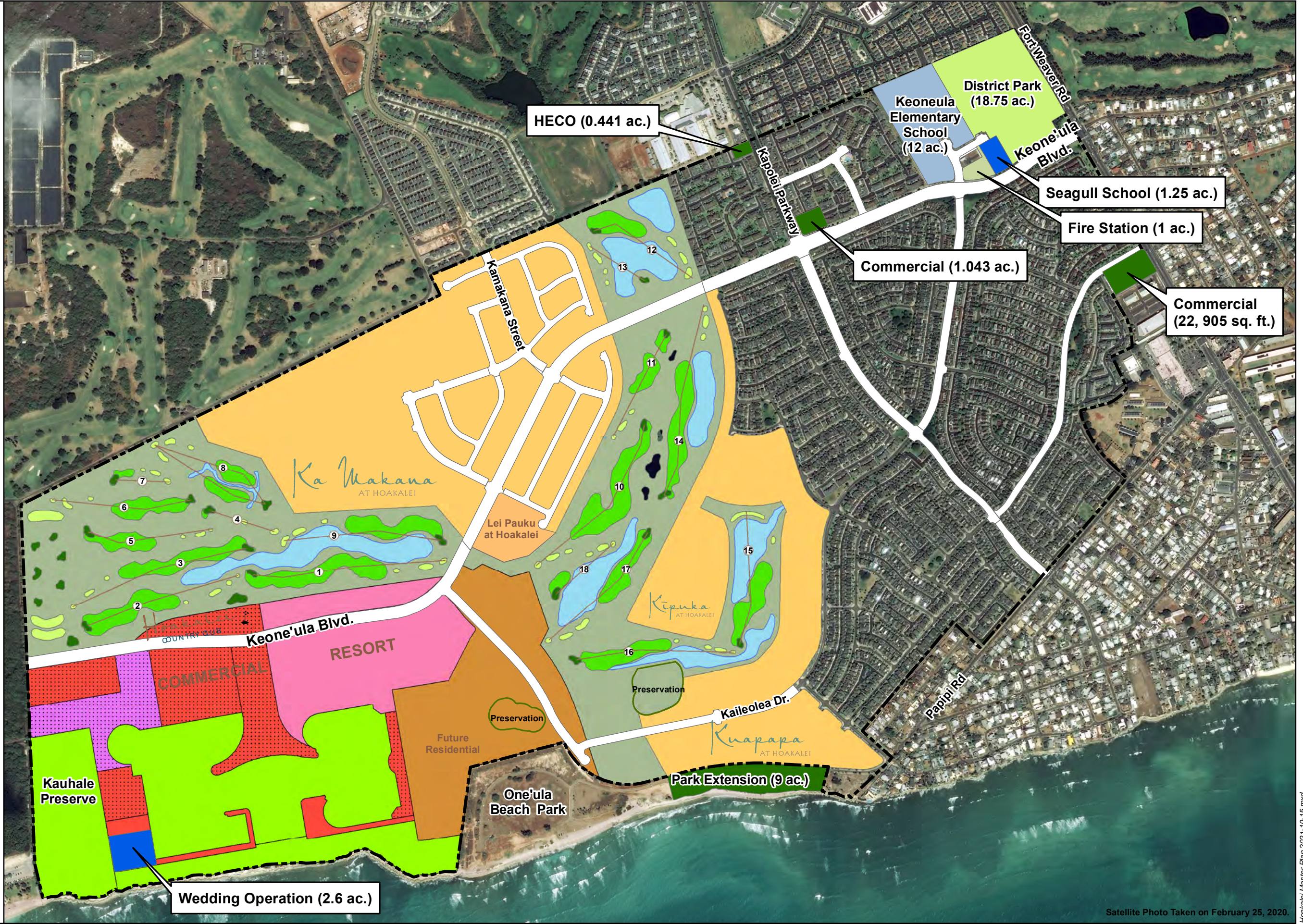


EXHIBIT F

Job Credits pursuant to Subparagraph b. Condition 1

Job Credits - Wai Kai

Floor Space Calculations

Subparagraph b. of Condition 1

| Item | Type of Facility | Floor Space per Job Credit | Credit | Gross Floor Space (Square Footage) | Job Credits Calculation |
|--|-------------------|----------------------------|----------------|------------------------------------|-------------------------|
| Building 1 (Total) | Various | Various | Various | 42980 sf | 61.22 |
| Building 1 - The LookOut Food & Drink and The WaveBar | Retail | 300 | 60% | 12220 sf | 24.44 |
| Building 1 - Retail/Surf Operations | Retail | 300 | 60% | 540 sf | 1.08 |
| Building 1 - Admin Office | Office | 200 | 100% | 1370 sf | 6.85 |
| Building 1 - Storage | Storage | 1000 | 100% | 190 sf | 0.19 |
| Building 1 - Support Rooms | Recreation | 1000 | 100% | 2860 sf | 2.86 |
| Building 1 - Wai Kai Wave Pool and Walkways | Recreation | 1000 | 100% | 25800 sf | 25.80 |
| Building 2 (Total) | Various | Various | Various | 4760 sf | 9.52 |
| Building 2 - Sessions Lifestyle & Apparel, The LineUp Launch, Foam Coffee & Bar, and Nalo Kai Club | Retail | 300 | 60% | 4760 sf | 9.52 |
| Building 3 (Total) | Various | Various | Various | 9010 sf | 16.11 |
| Building 3 - Kitchen Door Plaza Grill and Boardwalk Café | Retail | 300 | 60% | 7100 sf | 14.20 |
| Building 3 - Support Rooms | Recreation | 1000 | 100% | 1910 sf | 1.91 |
| Building 5 (Total) | Various | Various | Various | 2200 sf | 6.72 |
| Building 5 - Security Office | Office | 200 | 100% | 1130 sf | 5.65 |
| Building 5 - Supporting Room | Recreation | 1000 | 100% | 1070 sf | 1.07 |
| Building 6 - Waste Services | Storage | 1000 | 100% | 1370 sf | 1.37 |
| Lagoon Promenade and Nalo Kai Club Beach | Recreation | 1000 | 100% | 13540 sf | 13.54 |
| Wai Kai Lagoon (Total Easement Area) | Recreation | 1000 | 100% | 298560 sf | 298.56 |
| Floating Activity Platform | Recreation | 1000 | 100% | 4180 sf | 4.18 |
| Wai Kai Lagoon (Water Surface) | Recreation | 1000 | 100% | 294380 sf | 294.38 |
| Wai Kai Trail and Sidewalk | Recreation | 1000 | 100% | 32850 sf | 32.85 |
| Surfside Lawn | Recreation | 1000 | 100% | 12210 sf | 12.21 |
| Events Lawn at Wai Kai | Recreation | 1000 | 100% | 62900 sf | 62.90 |

Total Job Credits: 515.00

Issue Drawing Log

| | |
|----------|---------------------|
| 05/11/20 | 75% REVIEW SET |
| 05/20/20 | PROGRESS |
| 06/08/20 | BID |
| 06/22/20 | FINAL BID SET |
| 07/24/20 | BID ADDENDUM |
| 10/09/20 | VE/ENERGY REVISIONS |
| 10/16/20 | PERMIT SET |
| 02/01/21 | BULLETIN 1 |
| 03/05/21 | BULLETIN 2 |
| 03/12/21 | PERMIT REVISION |
| 05/07/21 | BULLETIN 3 |

Seal

SIGNATURE
04/30/2022
LICENSE EXPIRATION DATE
This work was prepared by me or under my supervision and construction of this project will be under my observation. Supervision and observation of this project is as defined in Section 12.2 of the Hawaii Administrative Rules, Title 16, Chapter 115, Professional Engineers, Architects, Land Surveyors, and Landscape Architects.

Sheet Identification
**BUILDING 1 LEVEL 1
EGRESS PLAN**

A-1-004

SHEET NOTES

- ACCESSIBLE ROUTE OF TRAVEL SLOPES NOT TO EXCEED RUNNING SLOPE OF 1:20 (5%).
- MAX CROSS SLOPE OF 1/8" (2%).
- SITE ACCESSIBILITY PROVIDED UNDER SEPARATE PERMIT.

EGRESS PLAN LEGEND

ROOM TAG LEGEND

| | |
|-------------|----------------|
| 101 | ROOM NAME |
| A-2 | ROOM NUMBER |
| 22222 SF 15 | OCCUPANCY TYPE |
| | OCCUPANT LOAD |
| | ROOM AREA (SF) |

PARTITION TYPES

| | |
|----------|-------------------|
| (Symbol) | NOT IN SCOPE |
| (Symbol) | (NON-RATED) |
| (Symbol) | (1 HOUR ASSEMBLY) |
| (Symbol) | (2 HOUR ASSEMBLY) |
| (Symbol) | (3 HOUR ASSEMBLY) |
| (Symbol) | CMU |

EGRESS PATHS

| | |
|----------|---|
| (Symbol) | PATH OF EXIT TRAVEL |
| (Symbol) | CLEAR PATH OF EGRESS |
| (Symbol) | FIRE EXTINGUISHER |
| (Symbol) | FIRE EXTINGUISHER CABINET (RECESSED) |
| (Symbol) | CILING MOUNTED EXIT SIGN |
| (Symbol) | AUTOMATED EXTERNAL DEFIBRILLATOR (RECESSED) |

CODE COMPLIANCE ANALYSIS

| | |
|--|--|
| REMOVEDNESS OF EXITS (IBC TABLE 1015.2.1) | AT LEAST 1/3 OF THE OVERALL DIAGONAL OF THE ROOM OR AREA BEING SERVED. |
| NUMBER OF EXITS REQUIRED | 3 |
| NUMBER OF EXITS PROVIDED | 3 |
| MAXIMUM ALLOWABLE TRAVEL DISTANCE (IBC TABLE 1016.2) | GROUP A: 250'-0" |
| | GROUP B: 300'-0" |
| | GROUP C: 400'-0" |
| | 197'-0" |
| ACTUAL MAXIMUM TRAVEL DISTANCE | 20 |
| DOOR FACTOR (PER IBC 1005.3.2) | .30 |
| STAIR FACTOR (PER IBC 1005.3.2) | .30 |
| FULLY SPRINKLERED (Y/N) | YES, REQUIRED PER IBC 903.2.1.2 |

EGRESS OCCUPANCY LOAD CALCS

PER IBC TABLE 1004.1.2

| CLASSIFICATION | OCCUPANCY LOAD FACTOR | AREA | NUMBER OF OCCUPANTS |
|------------------------|-----------------------|----------|---------------------|
| ASSEMBLY (A-2) | 15 SF / PER OCCUPANT | 2894 SF | 193 |
| BUSINESS (B) | 100 SF / PER OCCUPANT | 1583 SF | 16 |
| KITCHEN / BAR (A-2) | 100 SF / PER OCCUPANT | 259 SF | 3 |
| MERCANTILE (M)** | 30 SF / PER OCCUPANT | 292 SF | 10 |
| POOL (A-3) | SEE NOTE BELOW* | 10679 SF | 49 |
| POOL DECK (A-3) | 15 SF / PER OCCUPANT | 6562 SF | 438 |
| STORAGE (S-1) | 300 SF / PER OCCUPANT | 1796 SF | 10 |
| TOTAL OCCUPANTS | | | 702 |

* PER SECTION 1004.1.2, THE OCCUPANT LOAD OF THE SURF POOL IS CALCULATED BASED ON ITS INTENDED FUNCTION.

EXIT CAPACITY TABLE

| EXIT NO. | WIDTH FACTOR | WIDTH | CAPACITY | APPLIED CAPACITY |
|--------------|--------------|---------|------------|------------------|
| EXIT 1 | 0.20 | 33" CLR | 165 | 165 |
| EXIT 2 | 0.20 | 66" CLR | 330 | 330 |
| EXIT 3 | 0.30 | 84" CLR | 280 | 207 |
| TOTAL | | | 775 | 702 |

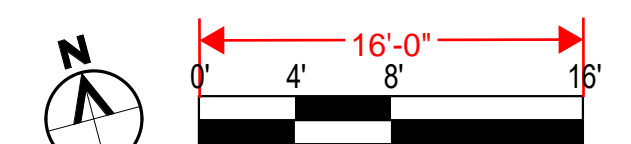
PLUMBING FIXTURE CALCS

*PER IBC 2902.2, THE REQUIRED PUBLIC AND EMPLOYEE TOILET FACILITIES SHALL BE LOCATED NOT MORE THAN ONE STORY ABOVE OR BELOW THE SPACE REQUIRED TO BE PROVIDED WITH TOILET FACILITIES, AND THE PATH OF TRAVEL TO SUCH FACILITIES SHALL NOT EXCEED A DISTANCE OF 500 FEET. THESE CALCULATIONS INCLUDE THE MECHANICAL LEVEL, LEVEL 1 AND LEVEL 2.

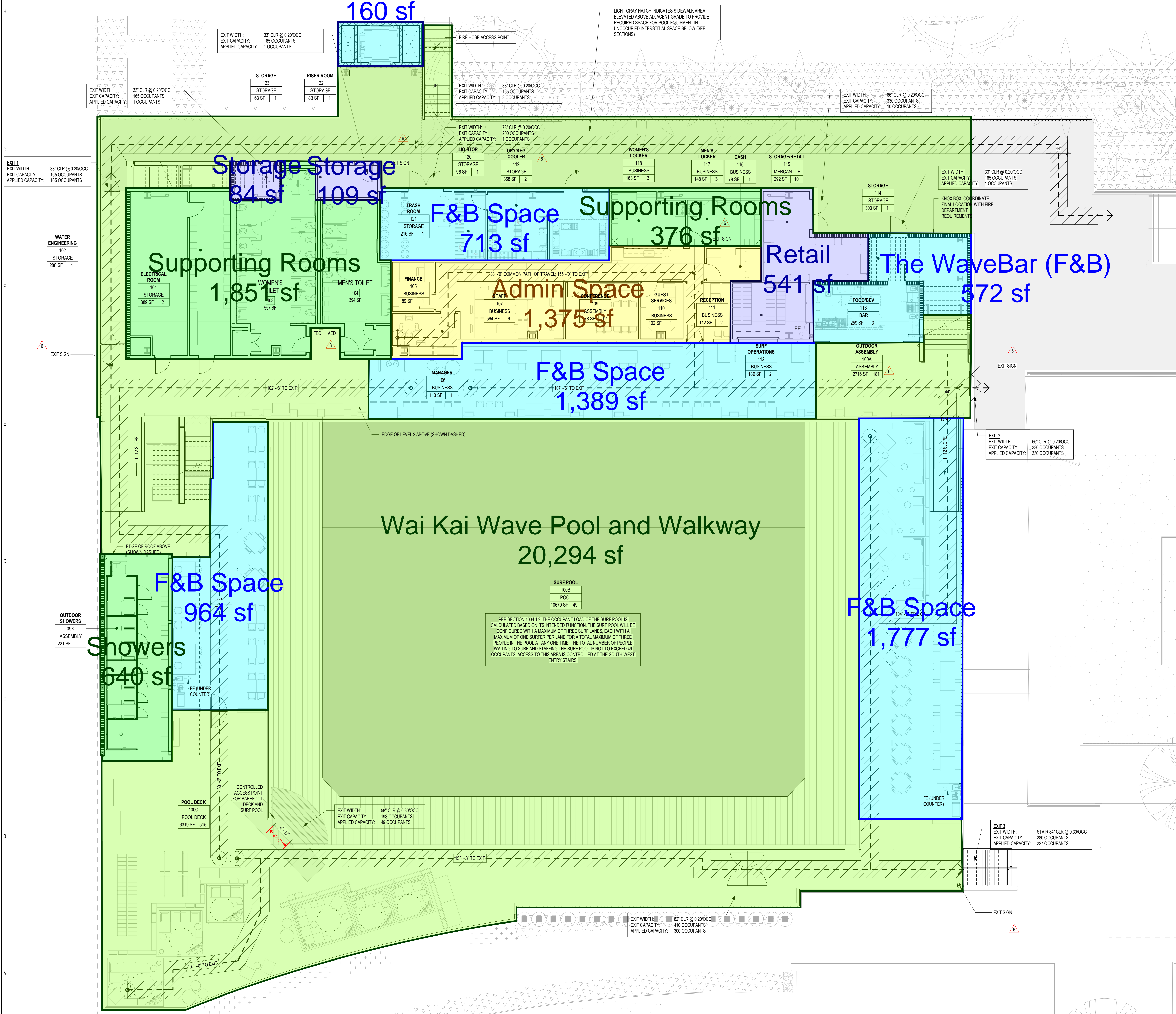
PER IBC TABLE 2902.1

| ASSEMBLY (GROUP A-2) | OCCUPANTS | WC'S REQ'D | URINALS REQ'D | LAVS REQ'D | DRINKING FOUNTAINS REQ'D (FOR BOTH) |
|-------------------------------------|-----------|------------|---------------|------------|-------------------------------------|
| TOTAL OCCUPANTS: 459 | | | | | |
| *RESIDING 50% NET PUBLIC & EMPLOYEE | | | | | |
| MALE | 229.5 | 3.06 | X | 1.14 | .416 |
| FEMALE | 229.5 | 3.06 | - | 1.14 | - |
| ASSEMBLY (GROUP A-3) | | | | | |
| TOTAL OCCUPANTS: 487 | | | | | |
| *RESIDING 50% NET PUBLIC & EMPLOYEE | | | | | |
| MALE | 243.5 | 1.95 | X | 1.22 | .517 |
| FEMALE | 243.5 | 3.75 | - | 1.22 | - |
| BUSINESS (GROUP B) | | | | | |
| TOTAL OCCUPANTS: 16 | | | | | |
| *RESIDING 50% NET PUBLIC & EMPLOYEE | | | | | |
| MALE | 8 | 0.32 | X | .200 | .080 |
| FEMALE | 8 | 0.32 | - | .200 | - |
| MERCANTILE (GROUP M) | | | | | |
| TOTAL OCCUPANTS: 10 | | | | | |
| *RESIDING 50% NET PUBLIC & EMPLOYEE | | | | | |
| MALE | 5 | 0.01 | X | .007 | 0' |
| FEMALE | 5 | 0.01 | - | .007 | - |
| STORAGE (GROUP S-1) | | | | | |
| TOTAL OCCUPANTS: 9 | | | | | |
| *RESIDING 50% NET PUBLIC & EMPLOYEE | | | | | |
| MALE | 5 | .050 | X | .050 | 0' |
| FEMALE | 5 | .050 | - | .050 | - |
| TOTAL FIXTURES (FRACTIONAL) | | | | | |
| MALE | 5.39 | X | 2.62 | 1.01 | |
| FEMALE | 7.19 | - | 2.62 | - | |
| TOTAL FIXTURES REQUIRED | 14 | X | 6 | 2 | |
| TOTAL FIXTURES PROVIDED | 19 | 3 | 8 | 4 | |

1) DRINKING FOUNTAINS ARE NOT REQUIRED FOR AN OCCUPANT LOAD OF 15 OR FEWER.
2) MECHANICAL ROOM AND LEVEL 2 OCCUPANTS AND FIXTURES INCLUDED IN CALCS.
3) IN EACH TOILET ROOM, URINALS SHOULD NOT BE SUBSTITUTED FOR MORE THAN 67% OF THE REQUIRED WATER CLOSETS IN ASSEMBLY OCCUPANCIES. URINALS SHALL NOT BE SUBSTITUTED FOR MORE THAN 50 PERCENT OF THE REQUIRED WATER CLOSETS IN ALL OTHER OCCUPANCIES.
4) FOR MULTIPLE OCCUPANCIES, FRACTIONAL NUMBERS ARE FIRST SUMMED AND THEN ROUNDED UP TO THE NEXT WHOLE NUMBER PER 2012 IBC 2902.1.1 FIXTURE CALCULATIONS.



Elevator to F&B Space



SHEET NOTES

- ACCESSIBLE ROUTE OF TRAVEL SLOPES NOT TO EXCEED RUNNING SLOPE OF 1:20 (5%).
MAX CROSS SLOPE OF 1:48 (2%).
- SITE ACCESSIBILITY PROVIDED UNDER SEPARATE PERMIT.
- SEE A-1-001 FOR TYPICAL PARTITION LEGENDS.

EGRESS PLAN LEGEND

ROOM TAG LEGEND

| | | |
|---------|-------------|----------------|
| 101 | LOBBY | ROOM NAME |
| A-2 | ROOM NUMBER | OCCUPANCY TYPE |
| 2222 SF | 15 | OCCUPANT LOAD |
| | | ROOM AREA (SF) |

PARTITION TYPES

- NOT IN SCOPE
- (NON-RATED)
- (1 HOUR ASSEMBLY)
- (2 HOUR ASSEMBLY)
- (3 HOUR ASSEMBLY)
- CMU

PATH OF EXIT TRAVEL

- X-X' TO EXIT
- CLEAR PATH OF EGRESS
- FIRE EXTINGUISHER (A1-A-1-803)
- FIRE EXTINGUISHER CABINET (RECESSED) (G2-A-1-803)
- CEILING MOUNTED EXIT SIGN
- AUTOMATED EXTERNAL DEFIBRILLATOR (RECESSED) (G1-A-1-803)

CODE COMPLIANCE ANALYSIS

| | |
|---|---|
| REMOVEDNESS OF EXITS (BC TABLE 1015.2.1) | AT LEAST 1/3 OF THE OVERALL DIAGONAL OF THE ROOM OR AREA BEING SERVED. |
| NUMBER OF EXITS REQUIRED | 2 |
| NUMBER OF EXITS PROVIDED | 3 |
| MAXIMUM ALLOWABLE TRAVEL DISTANCE (BC TABLE 1016.2) | GROUP A: 250' - 0" GROUP B: 300' - 0" GROUP S-2: 400' - 0" 150' - 0" |
| ACTUAL MAXIMUM TRAVEL DISTANCE | |
| DOOR FACTOR (PER BC 1005.3.2) | 0.20 |
| STAR FACTOR (PER BC 1005.3.2) | 0.30 |
| FULLY SPRINKLERED (Y/N) | YES, REQUIRED PER BC 903.2.1.2 |

EGRESS OCCUPANCY LOAD CALCS

PER BC TABLE 1004.1.2

| CLASSIFICATION | OCCUPANT LOAD FACTOR | AREA | NUMBER OF OCCUPANTS |
|------------------------|-----------------------|---------|---------------------|
| ASSEMBLY (A-2) | 15 SF / PER OCCUPANT | 3634 SF | 243 |
| KITCHEN / BAR (A-2) | 100 SF / PER OCCUPANT | 1958 SF | 20 |
| STORAGE (S-1) | 300 SF / PER OCCUPANT | 201 SF | 1 |
| TOTAL OCCUPANTS | | | 264 |

EXIT CAPACITY TABLE

| EXIT NO. | WIDTH FACTOR | WIDTH | CAPACITY | APPLIED CAPACITY |
|--------------|--------------|---------|--------------|------------------|
| EXIT 1 | 0.20 | 78" CLR | 390 | 126 |
| EXIT 2 | 0.20 | 78" CLR | 390 | 64 |
| EXIT 3 | 0.20 | 33" CLR | 165 | 60 |
| EXIT 4 | 0.20 | 33" CLR | 165 | 14 |
| TOTAL | | | 1,110 | 264 |

PLUMBING FIXTURE CALCS

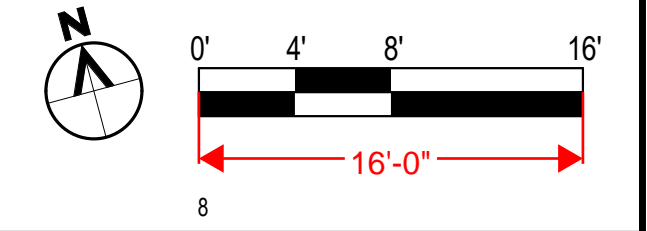
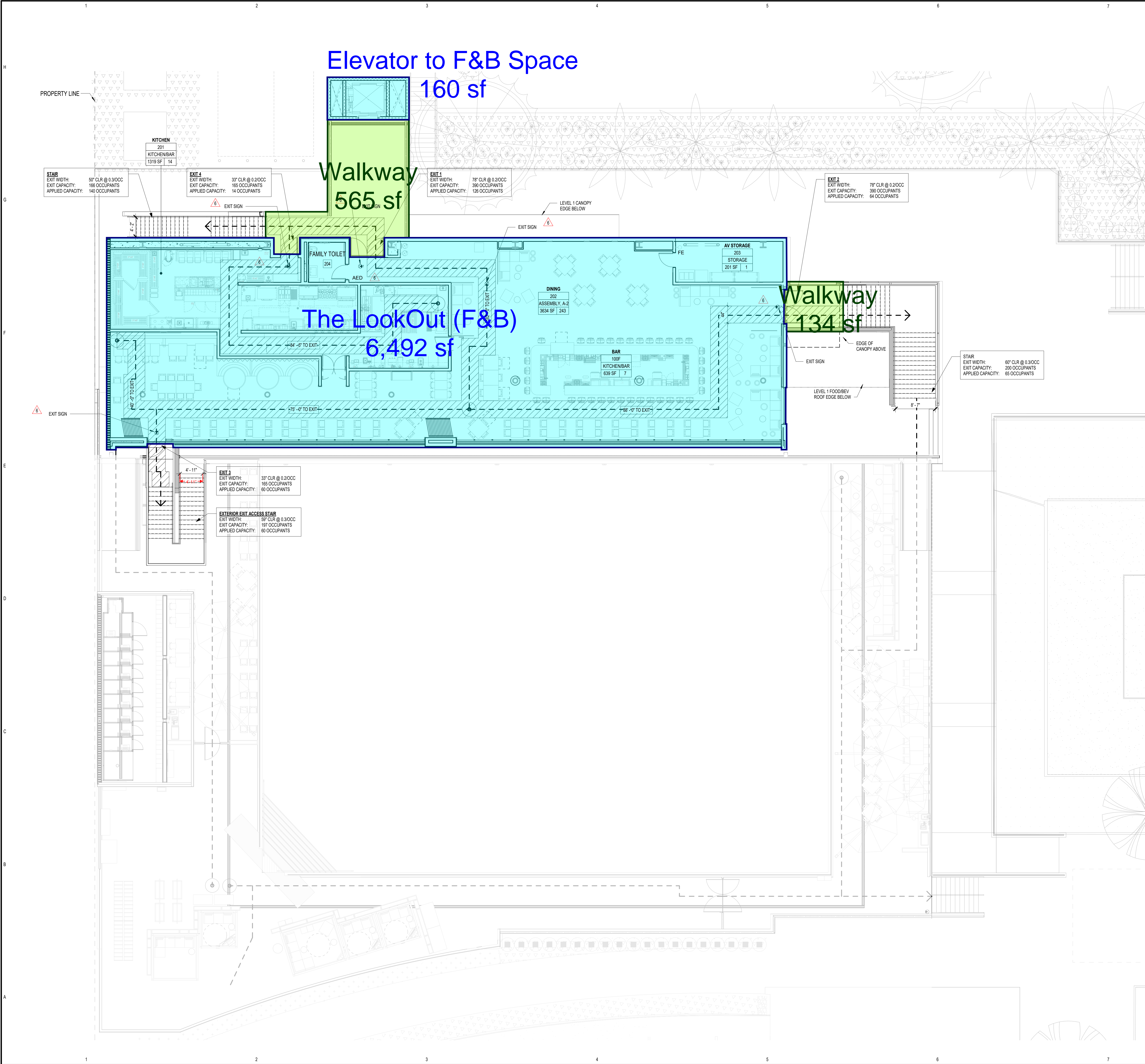
*PER BC 2902.3.2, THE REQUIRED PUBLIC AND EMPLOYEE TOILET FACILITIES SHALL BE LOCATED NOT MORE THAN ONE STORY ABOVE OR BELOW THE SPACE REQUIRED TO BE PROVIDED WITH TOILET FACILITIES, AND THE PATH OF TRAVEL TO SUCH FACILITIES SHALL NOT EXCEED A DISTANCE OF 300 FEET. SEE A-1-011.

Elevator to F&B Space
160 sf

Walkway
565 sf

The LookOut (F&B)
6,492 sf

Walkway
134 sf



| PALEKANA PERMITS THIRD PARTY CERTIFICATION | |
|---|--|
| <input type="checkbox"/> BUILDING CODE | <input type="checkbox"/> ELECTRICAL CODE |
| <input type="checkbox"/> MECHANICAL CODE | <input type="checkbox"/> FFRB (LAND USE ORDINANCE) |
| <input type="checkbox"/> STRUCTURAL (NON-SINGLE-FAMILY DWELLINGS) | |

WAI KAI
WATERFRONT
RECREATION
FACILITY

BUILDING 2
TI SET

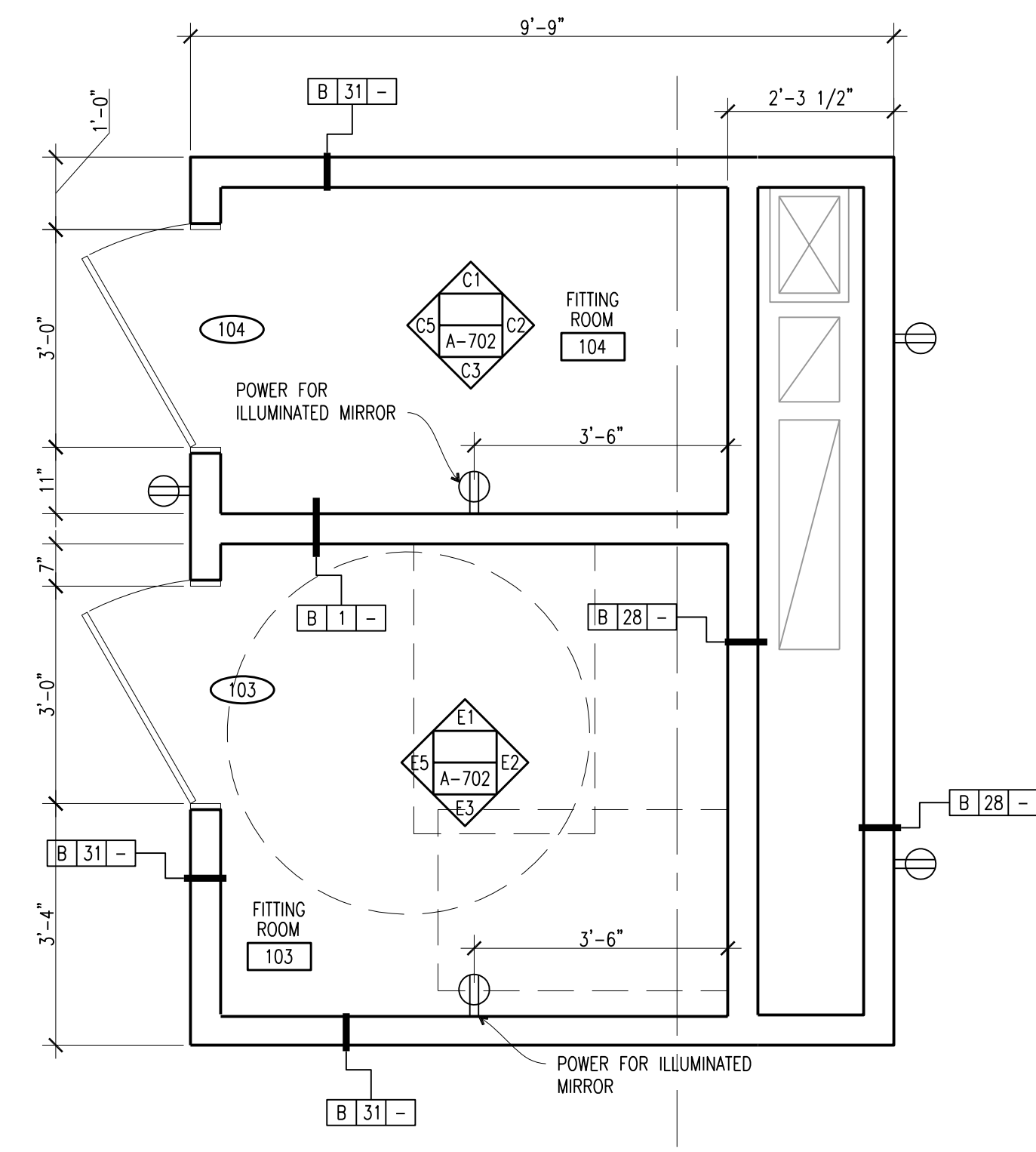
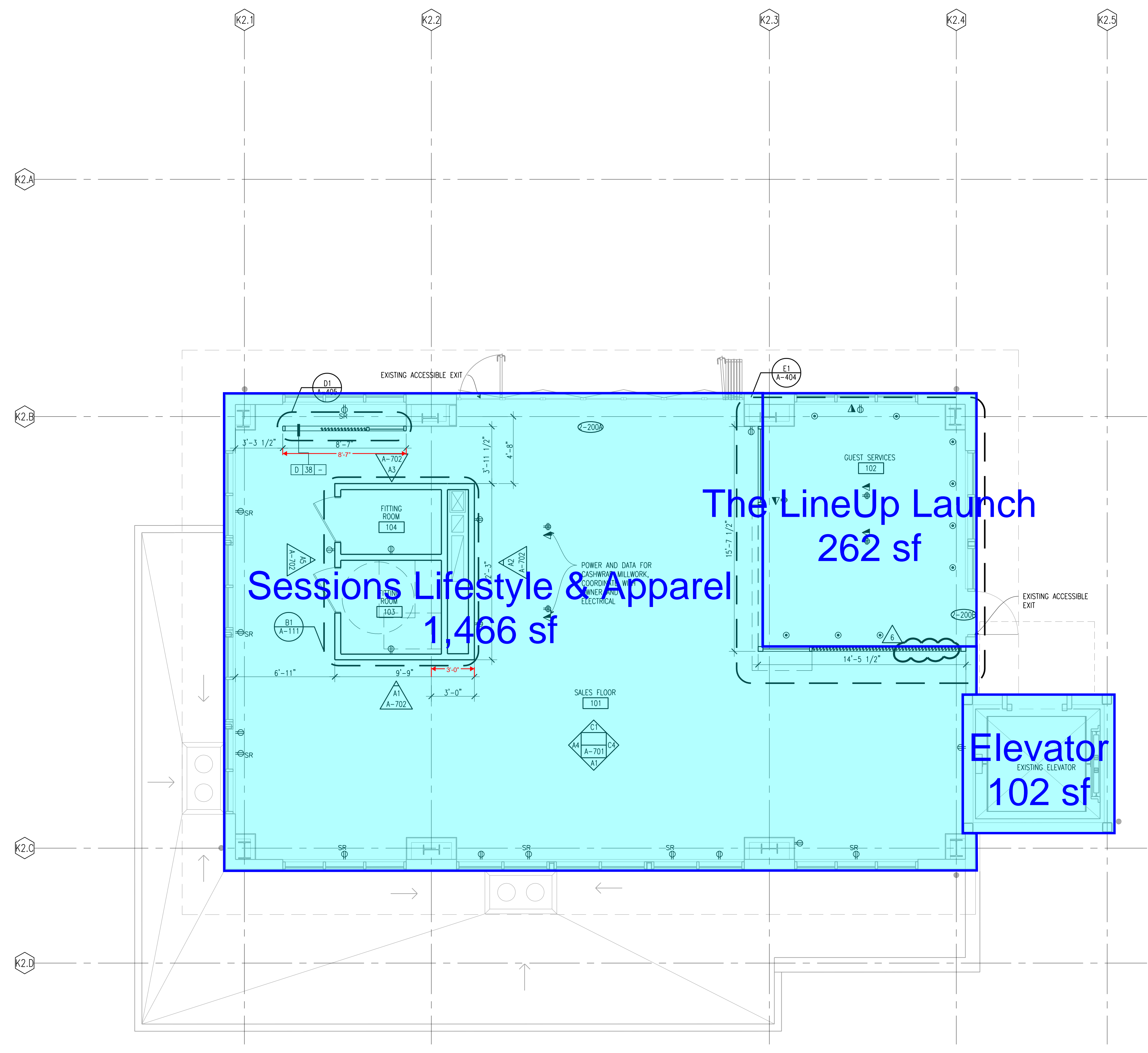
Owner/Project Address
Owner Name: Wai Kai Commercial Development, LLC.
Owner Address: 915-1001 Kaimalihi Street, Suite 205
Ewa Beach, Hawaii 96706
Project Name: Wai Kai
Project Address: 915-621 Koonoula Boulevard
Ewa Beach, Hawaii 96706

TMK: 9-1-134: 036, 038, 040, 077, '6-601.13

Issue Drawing Log

| | |
|----------|---------------------|
| 04/15/20 | 50% - COORDINATION |
| 04/22/20 | 75% - QA SET |
| 05/08/20 | PERMIT SET |
| 06/22/20 | BID SET |
| 10/09/20 | VE/ENERGY REVISIONS |
| 10/16/20 | PERMIT SET |
| 02/01/21 | BULLETIN 1 |
| 03/05/21 | BULLETIN 2 |
| 05/07/21 | BULLETIN 3 |
| 06/30/21 | BULLETIN 4 |
| 08/31/21 | BULLETIN 5 |

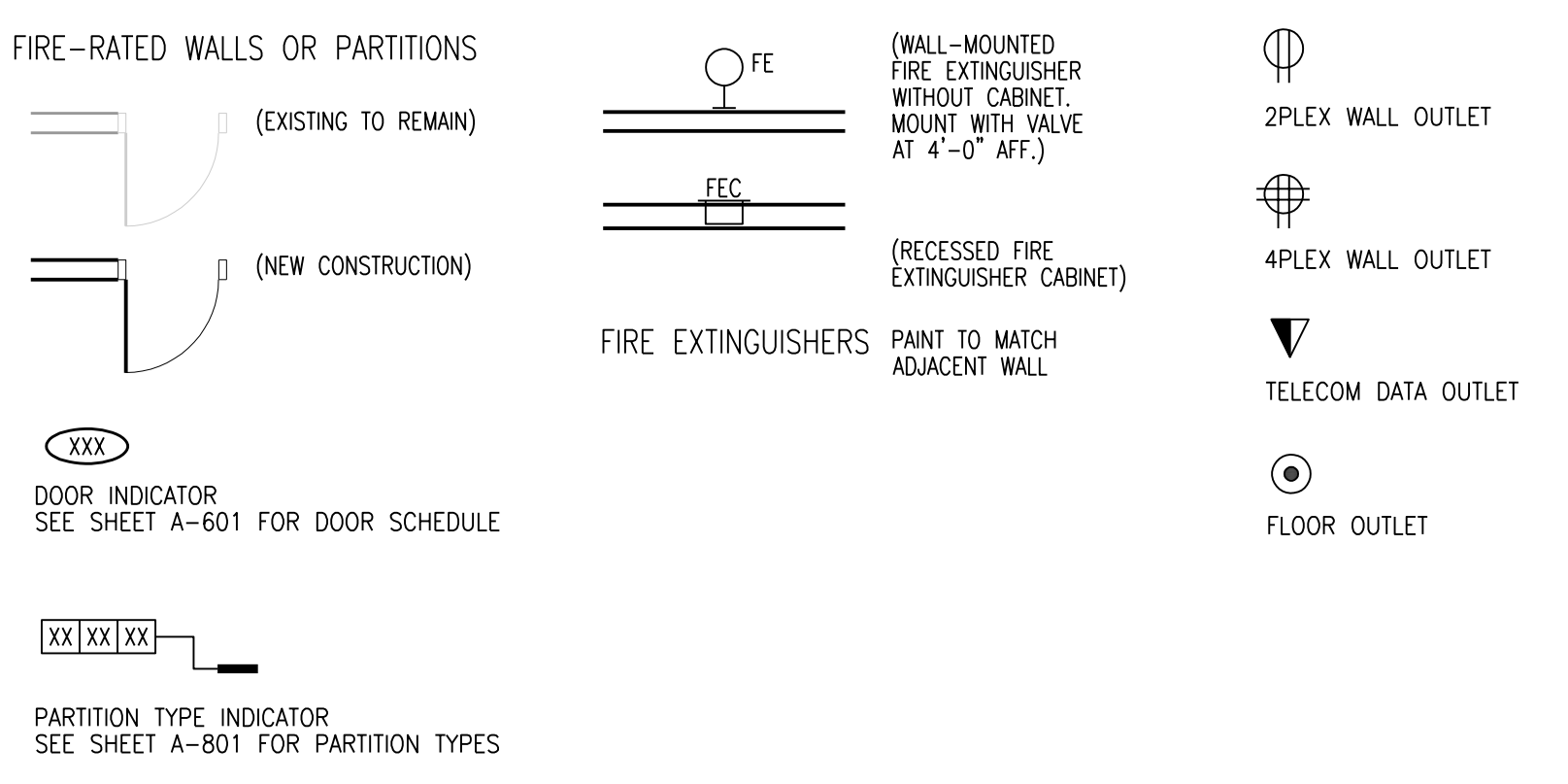
Seal



B1 ENLARGED FITTING ROOM PLAN
1/2"=1'-0"

B2 PLAZA LEVEL FLOOR PLAN
1/4"=1'-0"

PLAN SYMBOLS



GENERAL NOTES

- PREPARE EXISTING CONCRETE FOR INSTALLATION OF NEW FINISHED FLOOR MATERIALS. REFER TO A-141 FOR FLOOR FINISH NOTES.
- WHERE REQUIRED, COORDINATE LEVELING OF SLAB WITH SPECIFICATIONS. NOTIFY ARCHITECT OF ANY DEVIATION FROM FLAT AND LEVEL SLAB OCCURRENCES.
- COORDINATE LOCATIONS OF ALL SAW CUTTING AND CORING IN CONCRETE FLOOR SLAB WITH OWNER AND ARCHITECT PRIOR TO CUTTING.
- WHERE DEMO OCCURS ADJACENT TO EXISTING TO REMAIN, PATCH AND REPAIR ADJACENT CONDITIONS FOR A UNIFORM APPEARANCE.
- PROVIDE RECORD DRAWINGS STORAGE TUBE IN STORAGE AREA.
- SEE SPECIFICATIONS FOR FIRE EXTINGUISHER TYPE. PROVIDE ADDITIONAL FIRE EXTINGUISHERS AS REQUIRED BY THE BUILDING CODE OR FIRE MARSHAL.
- G.C. TO COORDINATE WITH PARTITION AND FINISH TRADES TO ENSURE THAT PROPER PROVISIONS ARE MADE FOR THE INSTALLATION. ENSURE THAT CONCEALED BLOCKING IS INSTALLED BEFORE WORK IS CLOSED UP BY OTHER TRADES.
- FURNISH AND INSTALL ALL MILLWORK BLOCKING AS REQ'D BY MILLWORKER. PROVIDE DRAWINGS INDICATING SIZE AND LOCATIONS OF ALL BLOCKING.
- MAINTAIN EXISTING FIRE RATING WHERE OCCURS.
- OUTLETS AND COVER PLATES TO BE WHITE UOIN.
- POWER REQUIREMENTS TO BE COORDINATED WITH FIXTURE VENDOR.
- REFER TO ELECTRICAL DRAWINGS.
- ALL MOUNTING HEIGHTS ARE MEASURED AFF. CONFIRM MOUNTING HEIGHTS FOR ALL EQUIPMENT WITH INSTALLATION GUIDES.
- OUTLETS TO BE 18" AFF UOIN.
- CENTERLINE-TO-CENTERLINE DIMENSIONS OF ANY RECEPTACLE PAIR SHALL NOT EXCEED 6".
- ALL BACK-TO-BACK RECEPTACLE IN ADJOINING ROOMS TO BE STAGGERED.
- ALL NEW VOICE/DATA AND ELECTRICAL RECEPTACLE TO BE INSTALLED ON AN EXISTING WALL SHOULD BE FLUSH MOUNTED WITH THE FINISH WALL SURFACE. CUT OUT OF THE WALL AS REQUIRED TO RECESS THE JUNCTION BOX AND CONDUIT, AND PATCH THE WALL AS REQUIRED.
- G.C. SHALL COORDINATE WITH THE ELECTRICAL AND MILLWORK CONTRACTORS TO PROVIDE CUTOUTS IN FIELD AS REQUIRED, FOR EXTENSION OF ELECTRIC RECEPTABLES, CABLES, ETC. INTO CABINETWORK AS SPECIFIED.
- ALLOW APPROPRIATE LENGTH OF SLACK ON BOTH ENDS OF EACH CABLE TERMINATION FOR CONNECTION TO SPECIFIED EQUIPMENT (MIN. 6").

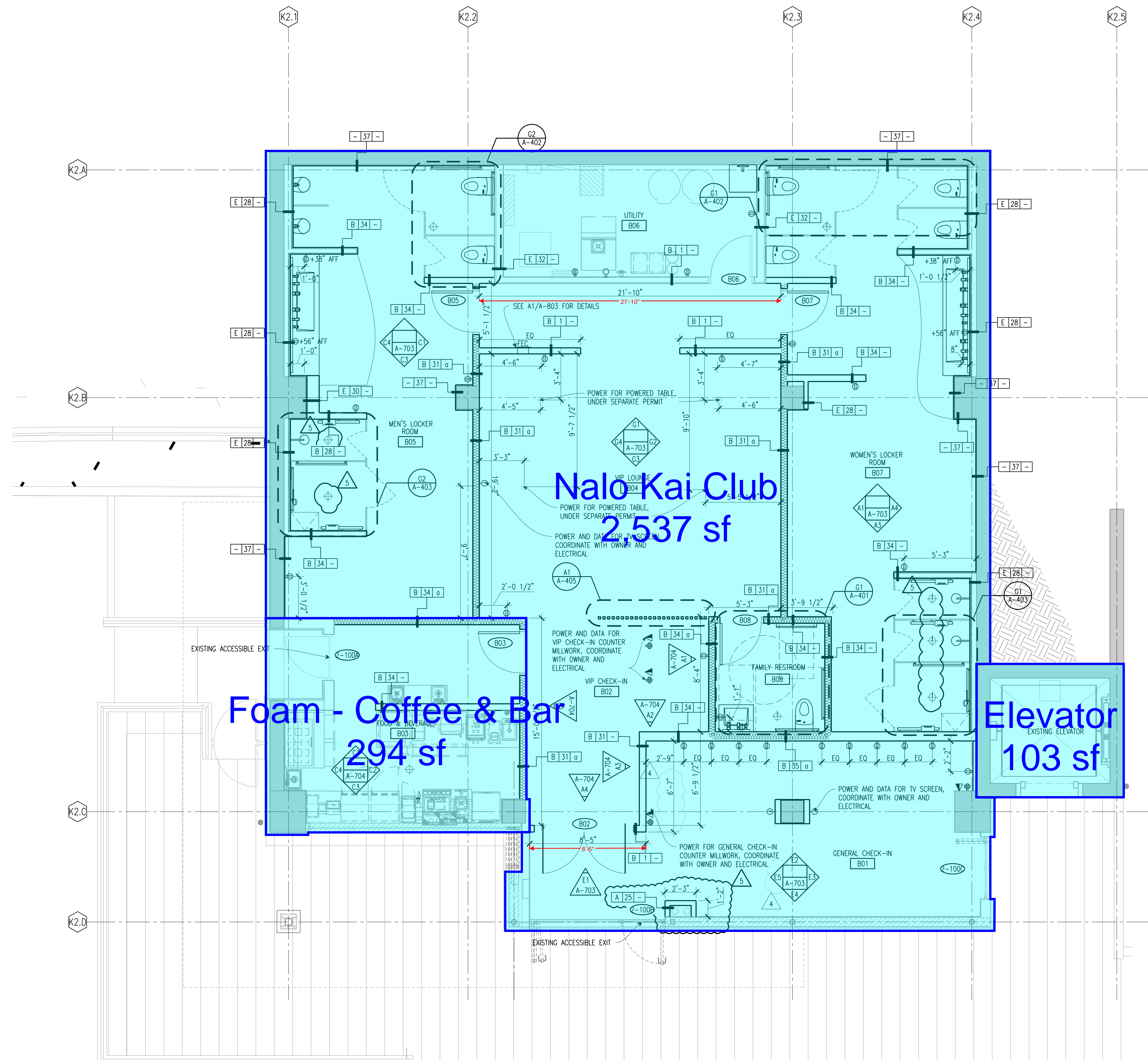
SIGNATURE
4/30/2022
LICENSE EXPIRATION DATE

This work was prepared by me or under my supervision and construction of this project will be under my observation. Supervision and observation of this project is as defined in Section 1.2 of the Hawaii Administrative Rules, Title 16, Chapter 115. Professional Engineers, Architects, Land Surveyors, and Landscape Architects.

Sheet Identification
PLAZA LEVEL FLOOR PLAN

A-111

Consultant



PALEKANA PERMITS
THIRD PARTY CERTIFICATION

BUILDING CODE ELECTRICAL CODE

MECHANICAL CODE ZPRB (LAND USE ORDINANCE)

STRUCTURAL (NON-SINGLE-FAMILY DWELLINGS)

WAI KAI
WATERFRONT
RECREATION
FACILITY

BUILDING 2
TI SET

Owner/Project Address

Owner Name: Wai Kai Commercial Development, LLC
 Owner Address: 91-1001 Kaimali Street, Suite 205
 Ewa Beach, Hawaii 96706

Project Name: Wai Kai
 Project Address: 91-1621 Keenaula Boulevard
 Ewa Beach, Hawaii 96706

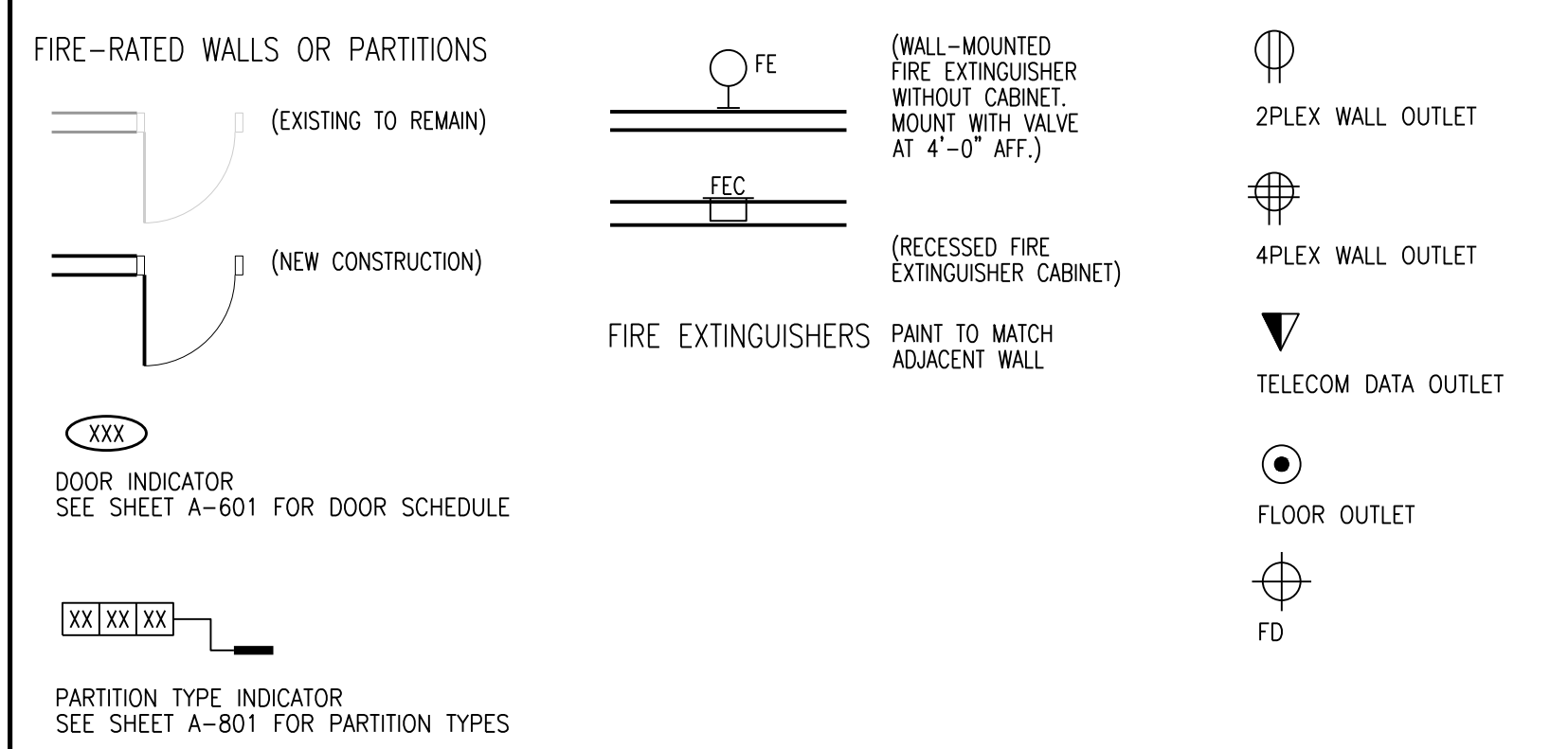
TMK: 9-1-134-038, 038, 040, 077, 78-601-13

Issue Drawing Log

| | |
|----------|---------------------|
| 04/15/20 | 50% - COORDINATION |
| 04/22/20 | 75% - QA SET |
| 05/08/20 | PERMIT SET |
| 06/22/20 | BID SET |
| 10/09/20 | VE/ENERGY REVISIONS |
| 10/16/20 | PERMIT SET |
| 02/01/21 | BULLETIN 1 |
| 03/05/21 | BULLETIN 2 |
| 05/07/21 | BULLETIN 3 |
| 06/30/21 | BULLETIN 4 |

B2 BOARDWALK LEVEL FLOOR PLAN
1/4"=1'-0"

PLAN SYMBOLS



GENERAL NOTES

- PREPARE EXISTING CONCRETE FOR INSTALLATION OF NEW FINISHED FLOOR MATERIALS. REFER TO A-141 FOR FLOOR FINISH NOTES.
- WHERE REQUIRED, COORDINATE LEVELING OF SLAB WITH SPECIFICATIONS. NOTIFY ARCHITECT OF ANY DEVIATION FROM FLAT AND LEVEL SLAB OCCURRENCES.
- COORDINATE LOCATIONS OF ALL SAW CUTTING AND CORING IN CONCRETE FLOOR SLAB WITH OWNER AND ARCHITECT PRIOR TO CUTTING.
- WHERE DEMO OCCURS ADJACENT TO EXISTING TO REMAIN, PATCH AND REPAIR ADJACENT CONDITIONS FOR A UNIFORM APPEARANCE.
- PROVIDE RECORD DRAWINGS STORAGE TUBE IN STORAGE AREA.
- SEE SPECIFICATIONS FOR FIRE EXTINGUISHER TYPE. PROVIDE ADDITIONAL FIRE EXTINGUISHERS AS REQUIRED BY THE BUILDING CODE OR FIRE MARSHAL.
- C.C. TO COORDINATE WITH PARTITION AND FINISH TRADES TO ENSURE THAT PROPER PROVISIONS ARE MADE FOR THE INSTALLATION. ENSURE THAT CONCEALED BLOCKING IS INSTALLED BEFORE WORK IS CLOSED UP BY OTHER TRADES.
- FURNISH AND INSTALL ALL MILLWORK BLOCKING AS REQ'D BY MILLWORKER. PROVIDE DRAWINGS INDICATING SIZE AND LOCATIONS OF ALL BLOCKING.
- MAINTAIN EXISTING FIRE RATING WHERE OCCURS.
- OUTLETS AND COVER PLATES TO BE WHITE UON.
- POWER REQUIREMENTS TO BE COORDINATED WITH FIXTURE VENDOR.
- REFER TO ELECTRICAL DRAWINGS.
- ALL MOUNTING HEIGHTS ARE MEASURED AFF. CONFIRM MOUNTING HEIGHTS FOR ALL EQUIPMENT WITH INSTALLATION GUIDES.
- OUTLETS TO BE 18" AFF UON.
- CENTERLINE-TO-CENTERLINE DIMENSIONS OF ANY RECEPTACLE PAIR SHALL NOT EXCEED 6".
- ALL BACK-TO-BACK RECEPTACLE IN ADJOINING ROOMS TO BE STAGGERED.
- ALL NEW VOICE/DATA AND ELECTRICAL RECEPTACLE TO BE INSTALLED ON AN EXISTING WALL SHOULD BE FLUSH MOUNTED WITH THE FINISH WALL SURFACE. CUT OUT OF THE WALL AS REQUIRED TO RECESS THE JUNCTION BOX AND CONDUIT, AND PATCH THE WALL AS REQUIRED.
- C.C. SHALL COORDINATE WITH THE ELECTRICAL AND MILLWORK CONTRACTORS TO PROVIDE CUTOUTS IN FIELD, AS REQUIRED, FOR EXTENSION OF ELECTRIC RECEPTACLES, CABLES, ETC. INTO CABINETWORK AS SPECIFIED.
- ALLOW APPROPRIATE LENGTH OF SLACK ON BOTH ENDS OF EACH CABLE TERMINATION FOR CONNECTION TO SPECIFIED EQUIPMENT (MIN. 6").

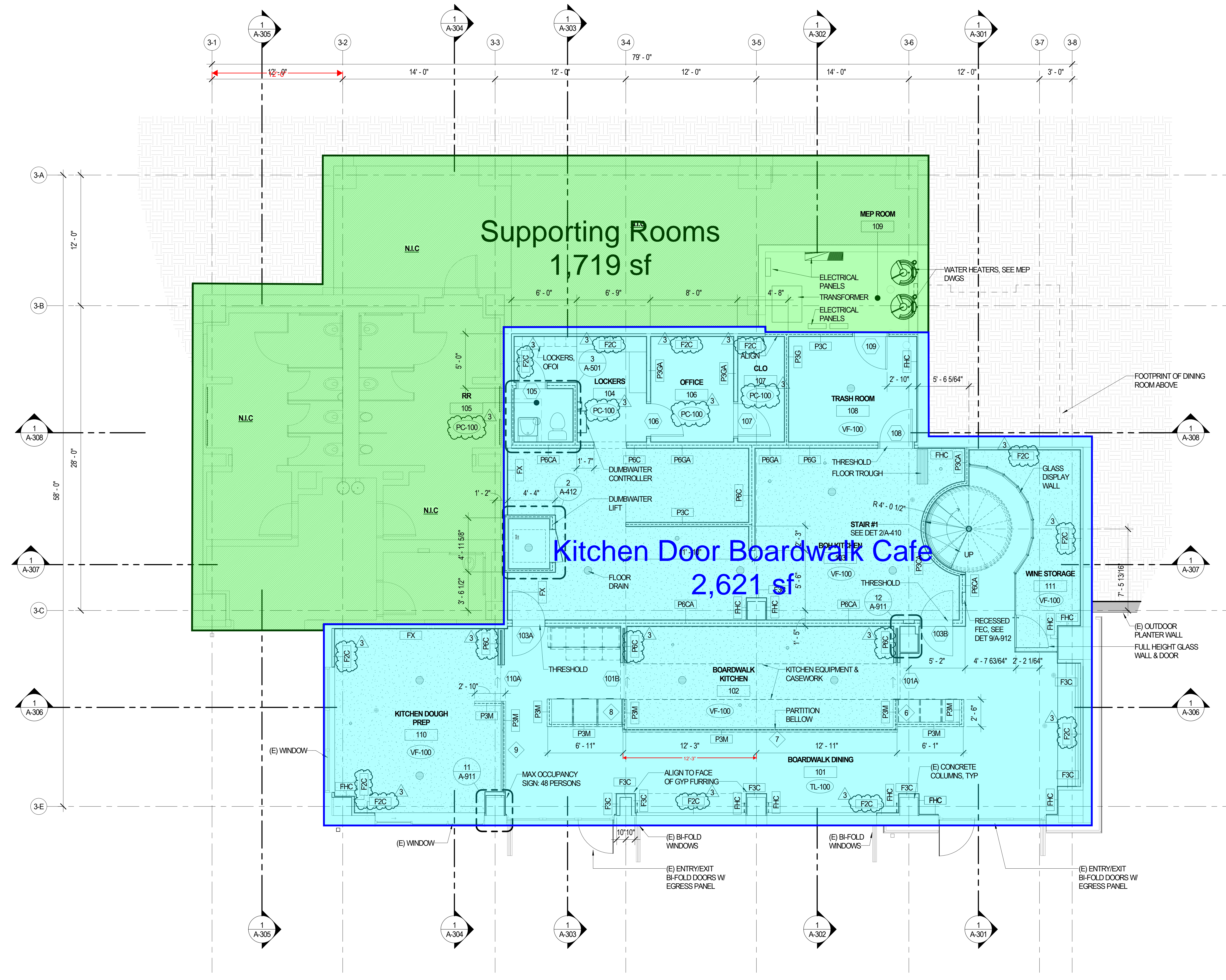
SIGNATURE
4/30/2022

LICENSE EXPIRATION DATE

This work was prepared by me or under my supervision and construction of this project will be under my observation. Supervision and observation of this project is as defined in Section 1.2 of the Hawaii Administrative Rules, Title 16, Chapter 115, Professional Engineers, Architects, Land Surveyors, and Landscape Architects.

Sheet Identification

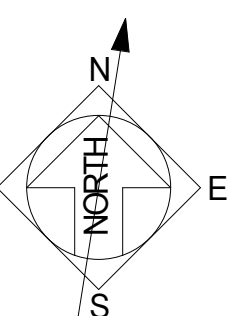
BOARDWALK LEVEL FLOOR PLAN



1 BOARDWALK LEVEL
SCALE: 1/4" = 1'-0"

GENERAL NOTE:
EVERYTHING SHOWN ON THIS DRAWING IS EXISTING EXCEPT WHERE INDICATED OTHERWISE.

| LEGEND | |
|--------|--------------------------------------|
| | CONCRETE MASONRY UNITS |
| | CONCRETE |
| | METAL STUD WALL |
| | METAL STUD WALL WITH CONC CURB BELOW |
| | EXISTING WALL |
| | ECO-GRIP FLOOR FINISH |



| REVISIONS | | |
|-----------|----------|-------------|
| # | Date | Description |
| 3 | 09/07/21 | ADDENDUM 03 |

CONSTRUCTION DOCUMENTS
07/30/2021

| PALEKANA PERMITS THIRD PARTY CERTIFICATION | |
|--|--|
| <input type="checkbox"/> BUILDING CODE | <input type="checkbox"/> ELECTRICAL CODE |
| <input type="checkbox"/> MECHANICAL CODE | <input type="checkbox"/> ZPRB (LAND USE ORDINANCE) |
| <input type="checkbox"/> STRUCTURAL (NON-SINGLE2-FAMILY DWELLINGS) | |

This work was prepared by me or under my supervision and construction of this project will be under my observation.
Supervision and Observation of this project as defined in Section 1.2 of the Hawaii Administrative Rules, Title 16, Chapter 115, Professional Engineers, Architects, Land Surveyors, and Landscape Architects.

PROJECT TITLE

WAI KAI BUILDING 3 TI

MIYASHIRO RESTAURANT

81-1021 KEONELLA BOLLIVARD
EWA BEACH 4, HAWAII 96706
TMK: 9-1-134-036, 038, 040, 077, '8-601,13

FILENAME:
BIM 360/220058-01 Wai Kai Building 3
Restaurant/wmr_Miyashiro-A21_Central.rvt

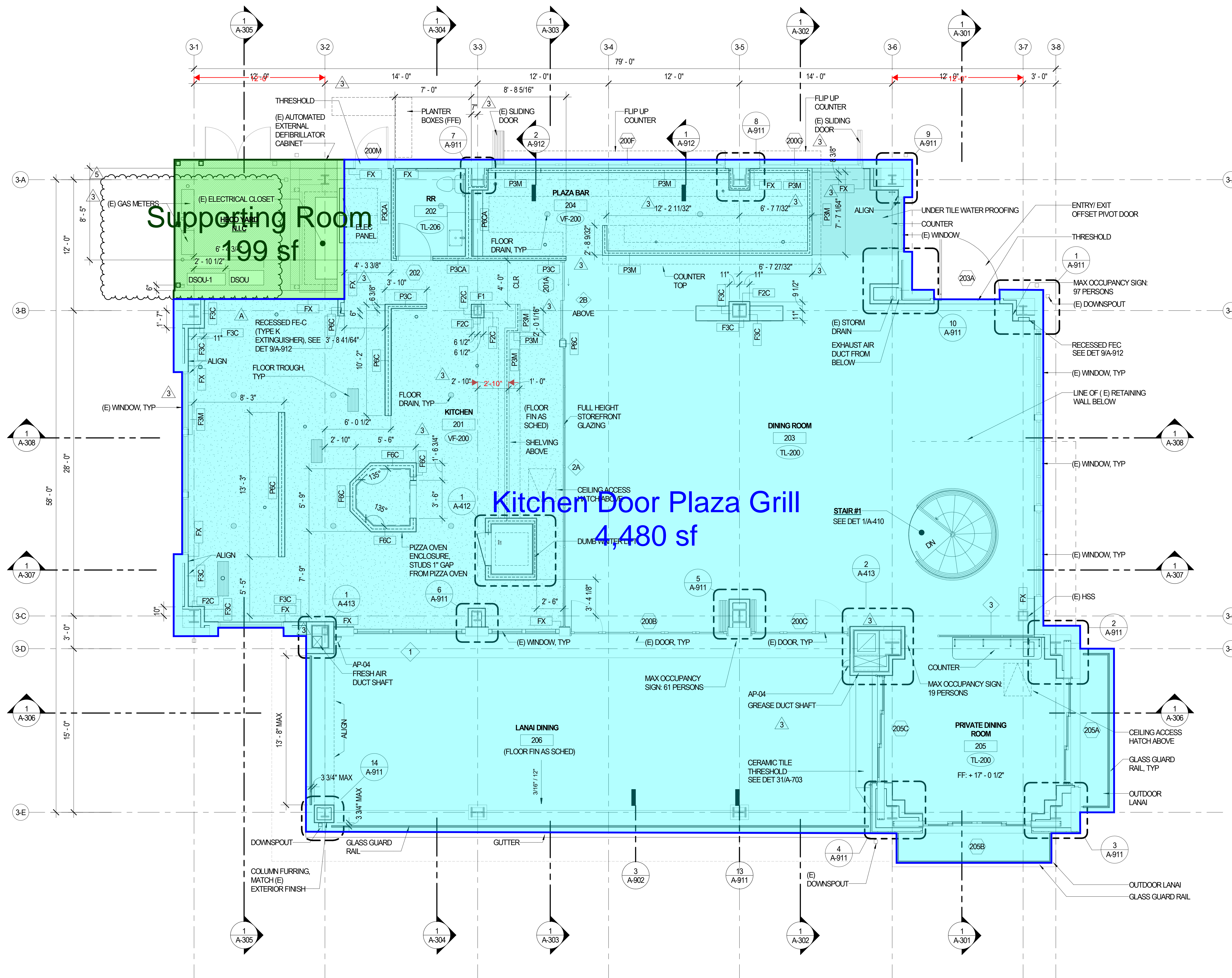
DRAWING TITLE
BOARDWALK LEVEL FLOOR PLAN

SCALE: As indicated

| | |
|-----------|-------------|
| DRAWN BY: | CHECKED BY: |
| | G70 |

| | |
|-------------|--------------|
| PROJECT NO: | DRAWING NO: |
| 220058-01 | A-101 |

| | |
|-------------------|--|
| SHEET ISSUE DATE: | |
| 09/07/2021 | |



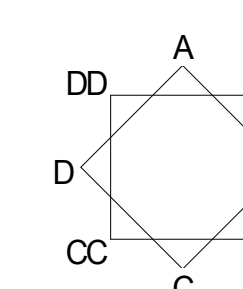
1 PLAZA LEVEL
SCALE: 1/4" = 1'-0"

GENERAL NOTE:

EVERYTHING SHOWN ON THIS DRAWING IS EXISTING EXCEPT WHERE INDICATED OTHERWISE.

LEGEND

- CONCRETE MASONRY UNITS
- CONCRETE
- METAL STUD WALL
- METAL STUD WALL WITH CONC. CURB BELOW
- EXISTING WALL
- ECO-GRIP FLOOR FINISH



| # | Date | Description |
|---|----------|------------------------|
| 3 | 09/07/21 | ADDENDUM 03 |
| A | 10/13/21 | PERMIT COMMENTS (ARCH) |
| B | 02/04/21 | RFI |
| 4 | Date 7 | ADDENDUM 05 |
| 5 | 06/09/22 | |

CONSTRUCTION DOCUMENTS
07/30/2021

| PALEKANA PERMITS THIRD PARTY CERTIFICATION | |
|---|--|
| <input type="checkbox"/> BUILDING CODE | <input type="checkbox"/> ELECTRICAL CODE |
| <input type="checkbox"/> MECHANICAL CODE | <input type="checkbox"/> ZPRB (LAND USE ORDINANCE) |
| <input type="checkbox"/> STRUCTURAL (NON-SINGLE-FAMILY DWELLINGS) | |

This work was prepared by me or under my supervision and construction of this project will be under my observation.
Supervision and Observation of this project as defined in Section 1.2 of the Hawaii Administrative Rules, Title 16, Chapter 115, Professional Engineers, Architects, Land Surveyors, and Landscape Architects.

PROJECT TITLE

WAI KAI BUILDING 3 TI
MIYASHIRO RESTAURANT

91-1621 KEONELLA BOLLIVEAVARD
EWA BEACH 4, HAWAII 96706
TMK: 9-1-134-036, 038, 040, 077, '8-601-13

FILENAME:
BIM 360/220058-01 Wai Kai Building 3
Restaurant/wmr_Miyashiro-A21_Central.rvt

DRAWING TITLE

PLAZA LEVEL FLOOR PLAN

SCALE: As indicated

| | |
|-------------------------------|------------------------|
| DRAWN BY: Author | CHECKED BY: Checker |
| PROJECT NO. 220058-01 | DRAWING NO. |
| SHEET ISSUE DATE: 01/26/21 | A-102 |

CallisonRTKL Inc.
1420 Fifth Avenue
Suite 2400
Seattle, WA 98101-2343
Tel: 206.623.4646
Fax: 206.623.4625
Project No.: 006-151794.00

Consultant



GROUP70
111 S. King Street, Suite 170
Honolulu, Hawaii 96813
Tel: 808.523.5866
Fax: 808.523.5874



www.CENSEO.design
808.726.2999

| PALEKANA PERMITS THIRD PARTY CERTIFICATION | |
|---|--|
| <input type="checkbox"/> BUILDING CODE | <input type="checkbox"/> ELECTRICAL CODE |
| <input type="checkbox"/> MECHANICAL CODE | <input type="checkbox"/> ZPRB (LAND USE ORDINANCE) |
| <input type="checkbox"/> STRUCTURAL (NON-SINGLE/FAMILY DWELLINGS) | |

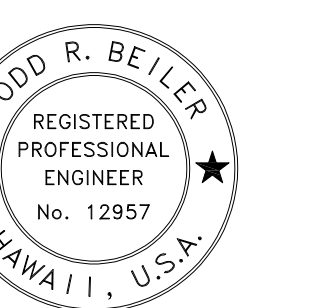
WAI KAI WATERFRONT RECREATION FACILITY

Owner/Project Address
Owner Name: Wai Kai Commercial Development, LLC.
Owner Address: 91-1001 Kaimali Street, Suite 205
Ewa Beach, Hawaii 96706
Project Name: Wai Kai
Project Address: 91-1621 Koonoula Boulevard
Ewa Beach, Hawaii 96706
TMK: 9-1-134-036, 040

Issue Drawing Log

| | |
|----------|-----------------------|
| 12/10/18 | PERMIT SET |
| 04/12/19 | ADDENDUM 4 |
| 06/08/20 | PRELIM BID |
| 06/22/20 | FINAL BID |
| 07/24/20 | BID ADDENDUM |
| 10/09/20 | VE / ENERGY REVISIONS |
| 10/16/20 | PERMIT SET |

Seal



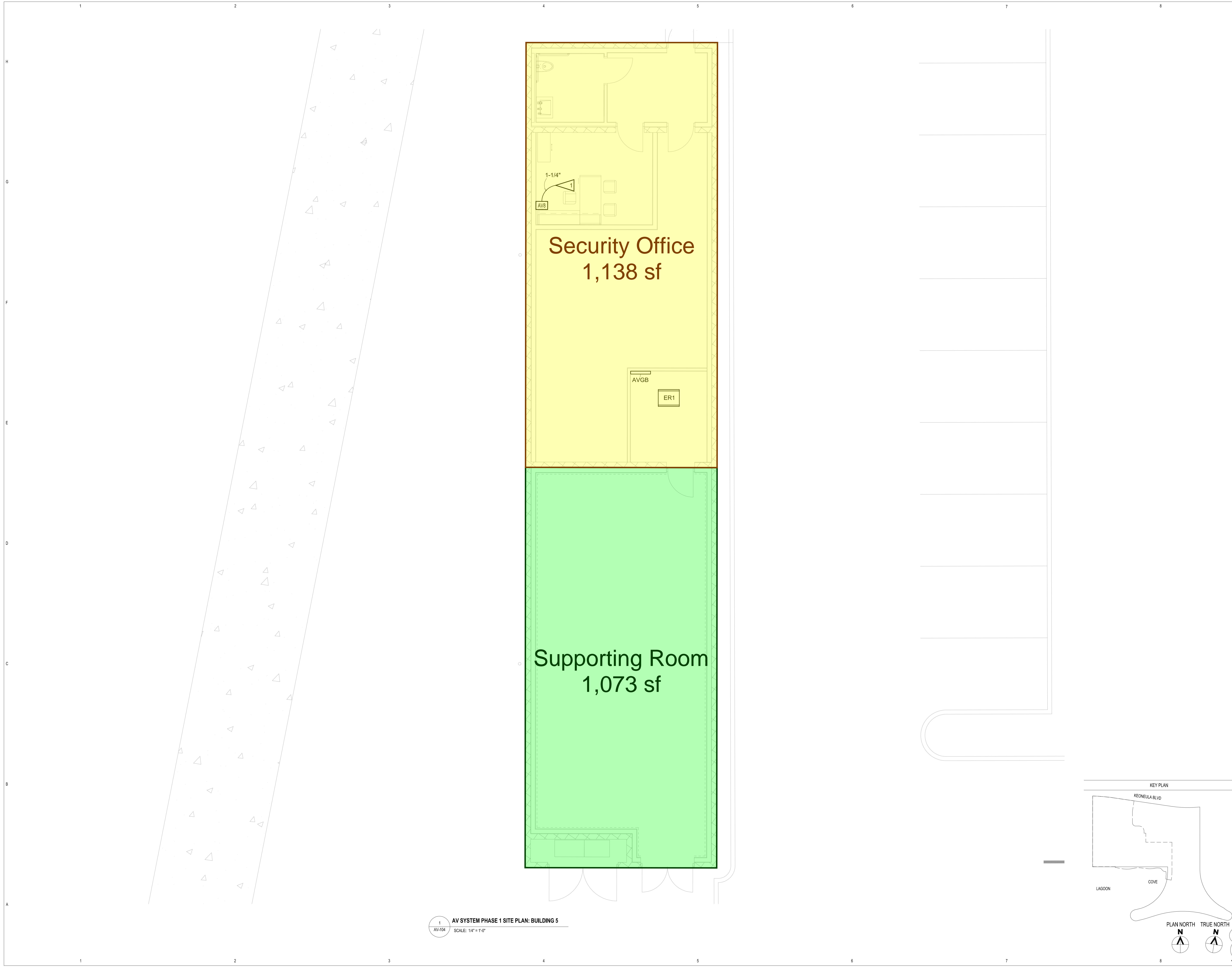
Todd R. Belter
SIGNATURE
4/30/2022

LICENSE EXPIRATION DATE
This work was prepared by me or under my supervision and construction of this project will be under my observation. Supervision and observation of this project is as defined in Section 12 of the Hawaii Administrative Rules, Title 15, Chapter 115, Professional Engineers, Architects, Land Surveyors, and Landscape Architects.

Sheet Identification

AV System Phase 1
Site Plan: Building
5

2 AV-104



1 AV SYSTEM PHASE 1 SITE PLAN: BUILDING 5
AV-104 SCALE: 1/4" = 1'-0"

| | |
|---|--|
| PALEKANA PERMITS THIRD PARTY CERTIFICATION | |
| <input type="checkbox"/> BUILDING CODE | <input type="checkbox"/> ELECTRICAL CODE |
| <input type="checkbox"/> MECHANICAL CODE | <input type="checkbox"/> ZPRB (LAND USE ORDINANCE) |
| <input type="checkbox"/> STRUCTURAL (NON SINGLE-FAMILY DWELLINGS) | |

WAI KAI
WATERFRONT
RECREATION
FACILITY

Owner/Project Address
Owner Name: Wai Kai Commercial Development, LLC.
Owner Address: 91-1001 Kaimali Street, Suite 205
Ewa Beach, Hawaii 96706
Project Name: Wai Kai
Project Address: 91-1621 Kaunaloa Boulevard
Ewa Beach, Hawaii 96706
TMK: 9-1-134-036, 038, 040, 077, '8-011,13

Issue Drawing Log

| | |
|----------|------------------------|
| 12/10/18 | PERMIT SET |
| 04/12/19 | ADDENDUM 4 |
| 06/08/20 | PERMIT REVISION |
| 06/22/20 | FINAL BID SET |
| 07/24/20 | BID ADDENDUM |
| 10/09/20 | VE/ENERGY REVISIONS |
| 10/16/20 | PERMIT SET |
| 12/11/20 | POOL EQUIPMENT CHANGES |
| 02/05/21 | BULLETIN 1 |
| 03/05/21 | BULLETIN 2 |
| 05/07/21 | BULLETIN 3 |
| 03/26/21 | PERMIT REVISION |

Seal



Date: 06/11/2021

Gregory Roy Spurgeon
SIGNATURE

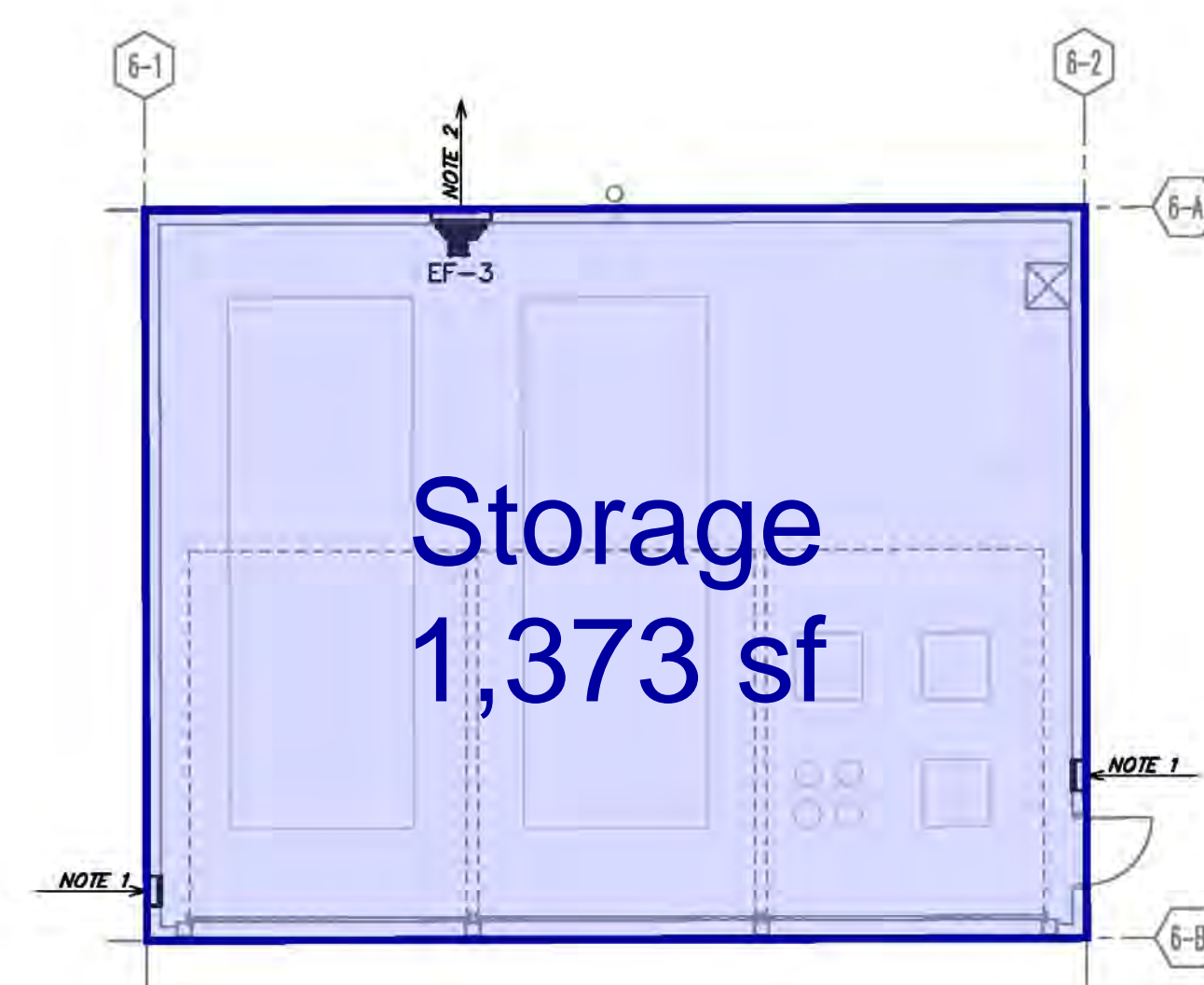
04/30/2022
LICENSE EXPIRATION DATE

This work was prepared by me or under my supervision and construction of this project will be under my observation. Supervision and observation of this project is as defined in Section 1-2 of the Hawaii Administrative Rules, Title 15, Chapter 115. Professional Engineers, Architects, Land Surveyors, and Landscape Architects.

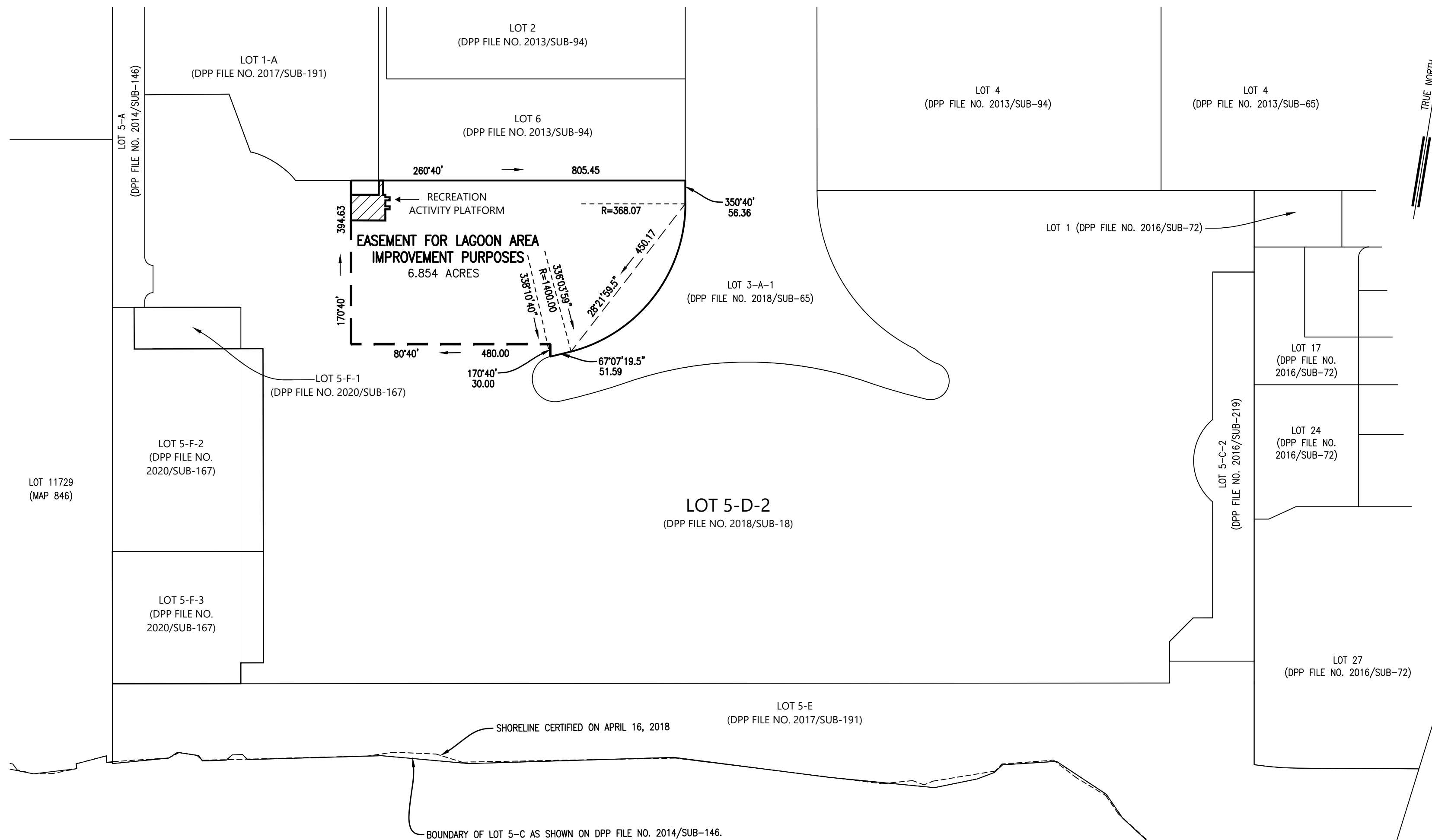
Sheet Identification
BUILDING 6
LEVEL 1
MECHANICAL
PLAN

M-6-111

- GENERAL NOTES:**
- ALL CONTRACTORS SHALL REVIEW A COMPLETE SET OF CONSTRUCTION DOCUMENTS.
 - ALL WORK SHALL BE COMPLETED IN ACCORDANCE WITH ALL APPLICABLE GOVERNMENT AND LOCAL CODES.
 - MECHANICAL CONTRACTOR SHALL FIELD COORDINATE WITH ELECTRICAL CONTRACTOR FOR ALL POWER REQUIREMENTS.
 - ALL CONTRACTORS SHALL REVIEW A COMPLETE SET OF CONSTRUCTION DOCUMENTS AND COOPERATE WITH THE OTHER TRADES SO THAT THE INSTALLATION OF ALL EQUIPMENT MAY BE PROPERLY COORDINATED.
 - ALL EQUIPMENT FURNISHED SHALL FIT THE SPACE AVAILABLE WITH CONNECTIONS IN THE REQUIRED LOCATIONS AND WITH ADEQUATE SPACE FOR OPERATING AND SERVICING. THE DRAWINGS ARE GENERALLY DIAGRAMMATIC AND INDICATE THE INTENT OF THE INSTALLATION WHILE THE SPECIFICATIONS AND EQUIPMENT LIST DENOTE THE TYPE AND QUALITY OF MATERIAL AND WORKMANSHIP TO BE USED. THE DRAWINGS SHALL NOT BE SCALED FOR EXACT MEASUREMENTS. WHERE A CONFLICT EXISTS BETWEEN THE DRAWINGS AND THE SPECIFICATIONS, THE HIGHER AND/OR MORE COSTLY STANDARD WILL APPLY. THE CONTRACTOR SHALL PROMPTLY NOTIFY THE ENGINEER IN WRITING. DECISION SHALL BE FINAL. NO ALLOWANCE WILL BE MADE SUBSEQUENTLY IN THIS REGARD ON BEHALF OF THE CONTRACTOR AFTER AWARD OF THE CONTRACT.
 - THE CONTRACTOR SHALL INSTALL ALL PIPING, DUCTWORK AND EQUIPMENT AS REQUIRED TO CONFORM TO THE STRUCTURE, AVOID OBSTRUCTIONS, PRESERVE CEILING HEIGHTS AND HEADROOM AND MAKE ALL EQUIPMENT REQUIRING MAINTENANCE OR REPAIR ACCESSIBLE.
- HVAC NOTES:**
- PROVIDE NEW GREENHECK 16/20 MODEL ESD-635 INTAKE LOUVER WITH A FREE AREA OF 1.71 SQUARE FEET AND AMCA RATED WATER PENETRATION VELOCITY OF 1250 FPM. PROVIDE WITH BUG SCREEN AND COORDINATE PAINT COLOR WITH ARCHITECT AND OWNER. PROVIDE FACTORY APPLIED CORROSION PROTECTION.
 - PROVIDE NEW GREENHECK 32/32 MODEL ESD-635 EXHAUST LOUVER WITH A FREE AREA OF 3.74 SQUARE FEET. PROVIDE WITH BUG SCREEN COORDINATE PAINT COLOR WITH ARCHITECT AND OWNER. PROVIDE FACTORY APPLIED CORROSION PROTECTION.



A7 TRASH ENCLOSURE MECHANICAL PLAN
1/8"=1'-0"



NOTES:

OWNER:

9-1-134: 072 HOAKALEI CORPORATION

PROPERTY ADDRESS: KEONEULA BOULEVARD
EWA BEACH, HAWAII

COORDINATES AND AZIMUTHS REFERRED TO "KAPUAI NEW" Δ

EASEMENT FOR LAGOON AREA IMPROVEMENTS = 6.854 ACRES

**EASEMENT FOR LAGOON AREA IMPROVEMENT PURPOSES
AFFECTING A PORTION OF LOT 5-D-2 (DPP FILE NO. 2018/SUB-18)
BEING A PORTION OF ROYAL PATENT 6971, LAND COMMISSION AWARD 11216,
APANA 8 TO M. KEKAUONOHI**

AT HONOLULULI, EWA, OAHU, HAWAII

