DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluludpp.org • CITY WEB SITE: www.honolulu.gov

RICK BLANGIARDI
MAYOR

EUGENE H. TAKAHASHI
ACTING DIRECTOR

January 7, 2021

2020/GEN-16(JML)

The Honorable Thomas Waters
Chair and Presiding Officer
and Members
Honolulu City Council
530 South King Street, Room 202
Honolulu, Hawaii 96813

'21 JAN 8 AM 10:45 CITY CLERK

Dear Chair Waters and Councilmembers:

SUBJECT:	Preliminary Plans and Project Specifications for Departmental Communication D-001(21)
Project:	The Halewaiolu Senior Residences
Location:	1331 River Street – Lower Nuuanu
Tax Map Key:	1-7-006: 012

We respectfully submit the attached Application, dated October 13, 2020, which the Department of Planning and Permitting reviewed as the Preliminary Plans and Project Specifications pursuant to Chapter 201H, Hawaii Revised Statutes. This communication and the attachment were requested by the Office of Council Services to assist you in your review of the Report and Recommendation of the Project received by the City Clerk on January 4, 2021, as Departmental Communication D-001(21).

Should you have any questions, please call me at 768-8000.

Very truly yours,

Digitally signed by Takahashi, Eugene H.
Date: 2021.01.07 14:38:26 -10'00'

Eugene H. Takahashi
Acting Director

Attachment

APPROVED:

Michael D. Formby
Managing Director Designate

DEPT. COM. 16

HRS 201H Application

Halewai‘olu Senior Residences

Downtown Honolulu, Honolulu (Kona) District, Island of O‘ahu

September 2020

(revised Oct 13, 2020)

Applicant:

Halewai‘olu Senior Development, LLC

737 Bishop Street, Suite 2020

Honolulu, Hawai‘i 96813

[This is a blank page]

TABLE OF CONTENTS

LIST OF FIGURES ii
LIST OF TABLES ii
LIST OF APPENDICES iii
ACRONYMS AND ABBREVIATIONS iii
INTRODUCTION 1-1
PROJECT SUMMARY 1-2
1. LAND USE PERMITS DIVISION (LUPD) MASTER APPLICATION FORM 2-3
2. DETERMINATION OF ELIGIBILITY 2-3
2.1 DPP'S NOTICE OF ELIGIBILITY COMMENTS 2-3
2.2 DPP'S NEPA EA COMMENTS 2-3
3. ENVIRONMENTAL DISCLOSURE 3-5
4. PROJECT NARRATIVE 4-6
4.1 STATE LAND USE CLASSIFICATION AND ZONING DISTRICT 4-6
4.2 CITY AND COUNTY OF HONOLULU ZONING DISTRICT 4-6
4.2.1 Compliance with LUO Development Standards 4-6
4.2.2 Compliance with TOD District Standards and Guidelines 4-7
4.2.3 Compliance with Other Special Design Districts 4-7
4.3 PRIMARY URBAN CENTER DEVELOPMENT PLAN 4-14
4.4 CURRENT AND HISTORIC SITE CONDITIONS 4-17
4.4.1 Historic and Archaeological Resources 4-17
4.4.2 Cultural Impact Assessment 4-18
4.5 Flood, Tsunami, Seismic Risk 4-19
4.5.1 Flood 4-19
4.5.2 Tsunami 4-19
4.5.3 Seismic Hazard 4-19
4.6 CLIMATE CHANGE AND SEA LEVEL RISE 4-23
4.7 TENANT RELOCATION 4-26
4.7.1 Existing Building 4-26
4.8 PROPOSED BUILDING AND AMENITIES 4-26
4.8.1 Unit Mix, Size, and Affordability 4-26
4.8.2 Type of Construction 4-27
4.8.3 Floor Area and Uses at Each Level 4-27
4.8.4 Project Amenities, Recreational Space, and Support Facilities 4-28
4.9 PARKING AND ACCESS 4-29
4.9.1 Pedestrian Access 4-29
4.9.2 Car and Bicycle Parking 4-29
4.9.3 Driveway Access 4-29
4.10 INFRASTRUCTURE 4-29
4.10.1 Wastewater Availability Letter 4-29
4.10.2 Potable Water 4-29
4.10.3 HECO Facilities 4-30
4.10.4 Telecommunications Facilities 4-30
4.10.5 Transportation Facilities 4-31
4.10.6 Solid Waste Collection and Disposal 4-34
4.10.7 Storm Water and Drainage 4-34
4.10.8 Required Permits and Approvals 4-35

4.10.9 Topography and Soils 4-36
5. EXEMPTIONS AND WAIVERS 5-38
5.1 JUSTIFICATION 5-38
5.2 COMPARISON TO RESOLUTION 5-39
6. SEWER CONNECTION APPLICATION 12-46
7. BWS – WILL SERVE LETTER 12-46
8. HECO – WILL SERVE LETTER 12-46
9. DEVELOPMENT SCHEDULE 12-46
10. PROJECT MANAGEMENT PLAN 12-46
11. LOCATION MAP AND PRIMARY URBAN CENTER DEVELOPMENT PLAN LAND USE MAPS 12-46
12. PLANS 12-46
13. DEVELOPMENT COSTS AND FINANCING 13-47
14. APPLICANT'S EXPERIENCE DEVELOPING AND MANAGING AFFORDABLE HOUSING 16-48
15. RENTAL RATES AND ESTIMATES OF MONTHLY UTILITY COSTS 16-48
16. COMMUNITY OUTREACH AND COMMENTS RECEIVED 16-50
16.1 NEPA EA REVIEW AND COMMENT 16-50
16.2 DOWTOWN-CHINATOWN NEIGHBORHOOD BOARD NO. 13 16-50
16.3 PUBLIC INFORMATION MEETINGS 16-50
17. FOCUSED MOBILITY ANALYSIS REPORT (TRAFFIC IMPACT STUDY) 20-53
18. STATE LAND USE COMMISSION 20-53
19. DRAFT 201H DEVELOPMENT AGREEMENT 20-53
20. ADDITIONAL INFORMATION 20-53
20.1 HAZARDOUS WASTES AND MATERIALS 20-49
20.2 HONOLULU COUNTY INCOME SCHEDULE BY FAMILY SIZE 20-55
21. REFERENCES 20-57
22. APPENDICES 21-59

LIST OF FIGURES

Figure 1 – Screening at the Parking Podium 2-4
Figure 2 – State Land Use Map 4-8
Figure 3 – City and County of Honolulu Zoning District Map 4-9
Figure 4 – Tax Map Key 4-10
Figure 5 – City and County of Honolulu Special Districts 4-11
Figure 6 – Downtown Neighborhood TOD Plan – Active Frontages Required 4-12
Figure 7 – Primary Urban Center Development Plan Land Use Map 4-15
Figure 8 – FEMA FIRMette No. 15003C0354G 4-20
Figure 9 – Tsunami Evacuation Zone 4-21
Figure 10 – State of Hawai´i Seismicity 4-22
Figure 11 – Sea Level Rise Exposure Area 4-24
Figure 12 – Sea Level Rise Exposure Area (Enlarged) 4-25
Figure 13 - Topography 4-37
Figure 14 – Setbacks at the Makai Property Line 5-39

LIST OF TABLES

Table 1: Area Median Income (AMI) for Halewai´olu Senior Residences 1-1
Table 2: Land Use Ordinance Development Standards 4-13

Table 3: Housing Unit Mix 4-26
Table 4: Housing Unit Type, Number of Bedrooms and Size 4-26
Table 5: Maximum Affordable Rent for 2020..... 4-27
Table 6: Proposed Utility Allowances for 2020 4-27
Table 7: Honolulu County Income Schedule by Family Size for 2020 4-27
Table 8: Floor Area by Level 4-27
Table 9: Existing (2019) Intersection Levels of Service 4-32
Table 10: Project Trip Generation Estimates..... 4-33
Table 11: Required Permits and Approvals 4-36
Table 12: Comparison of Resolution to Project 5-40
Table 13: Summary of Requested Exemptions and Waivers 5-41
Table 14: Development Schedule..... 12-46
Table 15: Where to Find Information on the Drawings 12-46
Table 16: Estimated Budget (in 2020 dollars) 15-48
Table 17: Maximum Rental Rates for 2020..... 15-49
Table 18: Community Outreach Timeline 16-50
Table 19 Individual and Small Group Stakeholder Meetings 16-51
Table 20: Honolulu County Income Schedule by Family Size (full table) for 2020.....20-56

LIST OF APPENDICES

Appendix A NEPA EA FONSI and HRS Chapter 343 Environmental Exemption
Appendix B Notice of Eligibility (201H)
Appendix C Drawings for 201H
Appendix D Agency Comment Letters
Appendix E Will Serve Letters (Sewer Connection, BWS, HECO)
Appendix F Project Management Plan
Appendix G Applicant's Experience Developing and Managing Affordable Housing
Appendix H Draft 201H Development Agreement
Appendix I NEPA EA and Appendices
Appendix J Resolution 14-34, CD1 Adopted
Appendix K Comparing the DA to the Project (excerpt from the NEPA EA)
Appendix L SHPD letter (Jun 05, 2020)
Appendix M Memorandum of Agreement

ACRONYMS AND ABBREVIATIONS

ACM Asbestos-containing Materials
ADA Americans with Disabilities Act
AIS Archaeological Inventory Survey
AMI Area Median Income
APE Area of Potential Effect
BMPs Best Management Practices
BWS Honolulu Board of Water Supply, City
C & D Construction and Demolition
CDBG Community Development Block Grant
CDP Census Designated Place
CFC Chlorofluorocarbon

CFR	Code of Federal Regulations
CIA	Cultural Impact Assessment
City	City and County of Honolulu
CO	Certificate of Occupancy
CSH	Cultural Surveys Hawaiʻi
DBEDT	Department of Business, Economic Development & Tourism, State
DCAB	Disability and Communication Access Board, HDOH, State
DFM	Department of Facility Maintenance, City
DLIR	Department of Labor and Industrial Relations, State
DP	Development Plan
DPP	Department of Planning and Permitting, City
DTS	Department of Transportation Services, City
EA	Environmental Assessment
ENV	Department of Environmental Services, City
EPA	Environmental Protection Agency
FAR	Floor Area Ratio
FEMA	Federal Emergency Management Agency
FIRM	Flood Insurance Rate Map
FONSI	Finding of No Significant Impact
g	Gravitational Acceleration
GDP	Gross Domestic Product
GHG	Greenhouse Gas
GP	General Plan
GPD	Gallons per Day
HART	Honolulu Authority for Rapid Transportation
HDOH	Department of Health, State
HDOT	Department of Transportation, State
HECO	Hawaiian Electric Company
HFD	Honolulu Fire Department, City
HHFDC	Hawaiʻi Housing Finance and Development Corporation
HMAS	Hazardous Materials Assessment Survey
HMMF	Hula Mae Multi-Family
HPD	Honolulu Police Department
HRHP	Hawai'i Register of Historic Places
HRS	Hawaiʻi Revised Statutes
HSD	Halewaiʻolu Senior Development, LLC
HT	Hawaiian Telcom
HUD	U.S. Department of Housing and Urban Development
IBC	International Building Code
ICAC	Interagency Climate Adaptation Committee
LBP	Lead-Based Paint
LIHTC	Low-Income Housing Tax Credit
LUO	Land Use Ordinance
LOS	Level of Service
MAR	Mobility Analysis Report
MOA	Memorandum of Agreement
mph	Miles Per Hour

MS4	Municipal Separate Storm Sewer System
MSL	Mean Sea Level
NB	Neighborhood Board
NEPA	National Environmental Policy Act
NFIP	National Flood Insurance Program
NHO	Native Hawaiian Organization
NHPA	National Historic Preservation Act
NOAA	National Oceanic and Atmospheric Administration
NPDES	National Pollutant Discharge Elimination System
OMPO	Oʻahu Metropolitan Planning Organization
PacIOOS	Pacific Islands Ocean Observing System
PCB	Polychlorinated Biphenyls
PGA	Peak Ground Acceleration
PM	Particulate Matter
PUC	Primary Urban Center
QCT	Qualified Census Tract
RHRF	Rental Housing Revolving Fund
RLS	Reconnaissance Level Survey
ROH	Revised Ordinances of Honolulu
SDWA	U.S. Safe Drinking Water Act
SFHA	Special Flood Hazard Area
SHPD	State Historic Preservation Division, DLNR, State
SHPO	State Historic Preservation Officer, DLNR, State
SIHP	State Inventory of Historic Places
SLRXA	Sea Level Rise Exposure Area
SLUD	State Land Use District
SMA	Special Management Area
SOBA	Southern Oʻahu Basal Aquifer
SOEST	School of Ocean and Earth Science and Technology, UH
SSA	Sole Source Aquifer
State	State of Hawaiʻi
TMDL	Total Maximum Daily Load
TMK	Tax Map Key
TOD	Transit-Oriented Development
TOD Plan	Downtown Neighborhood Transit-Oriented Development Plan
TP	Total Phosphorus
TSM	Transportation System Management
TSS	Total Suspended Solids
UH	University of Hawaiʻi
USC	United States Code
USDA	U.S. Department of Agriculture
USFWS	U.S. Fish and Wildlife Service
USGS	U.S. Geological Survey
WGSL	Waimānalo Gulch Sanitary Landfill
WSRA	Wild and Scenic Rivers Act
XTEZ	Extreme Tsunami Evacuation Zone

[This is a blank page]

INTRODUCTION

The Applicant, Halewai‘olu Senior Development, LLC (HSD), is developing a 0.6181-acre parcel identified as Tax Map Key (TMK) 1-7-006:012, located at 1331 River Street in Honolulu, Island of O‘ahu, State of Hawai‘i (“Property”). The development, Halewai‘olu Senior Residences (“Project”), will include the demolition of an existing, vacant, 2-story commercial building and parking lot on the site and new construction of an affordable, rental housing residential facility for seniors aged 62 and over, with incomes at 80% and below of the U.S. Department of Housing and Urban Development (HUD) Area Median Income (AMI). The new facility will include 156 one- and two-bedroom units (includes one resident manager unit). It will also include a multi-purpose room, warming kitchen, restrooms, storage rooms, utility rooms, computer room, social services activity rooms, social services office, property management offices, mail and package boxes, and elevator lobby on the ground level. The ground level will also include a courtyard, retail space, and parking access, along with bicycle parking, trash compactor room and loading area. Levels 2 and 3 will include vehicle parking, more bicycle parking, a generator room, storage and utility rooms. Level 4 will include a recreation area, laundry room, and equipment rooms. The residential units will be on Levels 5 through 17. The Project’s number of units by Area Median Income (AMI) is shown in Table 1: Area Median Income (AMI) for Halewai‘olu Senior Residences.

Table 1: Area Median Income (AMI) for Halewai‘olu Senior Residences

Area Median Income (AMI)	Number of Units
30%	8
60%	131
80%	16
Manager’s Unit - Market	1
TOTAL	156

The Project will revitalize a Property that is currently blighted and underutilized. In addition to providing much-needed affordable housing for seniors within the Primary Urban Center (PUC), the Project will provide benefits for the community by providing multi-purpose and activity rooms for the senior and neighborhood residents and will improve the urban streetscape through the provision of landscaping, street trees and a courtyard. The Project is located within the Downtown Neighborhood Transit-Oriented Development (TOD) Plan area (Downtown TOD Plan), and promotes the principles of a walkable, dense, mixed-use neighborhood where residents are located in proximity to everyday needs and community activities in the Downtown-Chinatown neighborhood. Although the Project is near three transit stations (Iwilei, Downtown, and Chinatown), it is nearest to the Chinatown station (approximately 0.4 miles).

The Property is owned by the City and County of Honolulu (City). In 1992, the City purchased the Property with funds from the HUD Community Development Block Grant (CDBG) program. The Project will be funded through the Internal Revenue Tax Code, Section 42, Low-Income Housing Tax Credit (LIHTC) program, along with funds from the State Hula Mae Multi-Family Bond and Rental Housing Revolving Fund programs that were awarded by the Hawai‘i Housing Finance and Development Corporation (HHFDC) to HSD in February 2019. Due to the use of federal HUD CDBG funds for the initial land purchase, the Project is subject to the HUD environmental review regulations as stipulated in Title 24, CFR Part 58, *Environmental Review Procedures For Entities Assuming HUD Environmental Responsibilities*, the National Environmental Policy Act (NEPA) and its federal cross-cutter regulations. The City Department of Land Management (DLM) issued a Finding of No Significant Impact for the Halewai’olu NEPA Environmental Assessment (EA) in September 2020 (**Appendix A – NEPA EA FONSI and HRS Chapter 343 Environmental Exemption**).

PROJECT SUMMARY

Project:	**Halewai'olu Senior Residences**
Applicant:	Halewai'olu Senior Development, LLC (HSD) 737 Bishop Street, Suite 2020 Honolulu, Hawai'i 96813 Contact: Karen Seddon, Regional Vice President Phone: (808) 691-9446
Accepting Agency:	City and County of Honolulu Department of Land Management 558 South King Street Honolulu, Hawaii 96813 Contact: Sandy S. Pfund, Director Phone: (808) 768-4291
Agent:	R. M. Towill Corporation 2024 North King Street, Suite 200 Honolulu, Hawai'i 96819 Contact: Keith Kurahashi, Principal Planner Phone: (808) 842-1133 Email: keithk@rmtowill.com
Project Location:	1331 River Street Honolulu, Hawai'i 96817 Honolulu, Kona District, Island of O'ahu
Tax Map Key:	(1) 1-7-006: 012
Fee Owner:	City and County of Honolulu
Proposed Action:	HSD proposes to demolish an existing, vacant commercial building and surface parking lot on the Property and construct a new affordable rental housing facility for seniors aged 62 and over. The new 17-story residential facility will include 156 units for seniors earning 80% AMI and below (including one resident manager's unit). Eight units will be designated for seniors earning 30% AMI or below; 131 units will be designated for seniors earning 60% AMI or below; and the remaining 16 units will be available for seniors earning 80% AMI or below. The residential facility will also include a multi-purpose room, social services office, property management offices, lobby, courtyard, retail space, recreation deck, parking, and a resident garden area.
Land Area:	0.6181 acres (26,925 square feet)
Present Use:	Unoccupied / Vacant Commercial
State Land Use District (SLUD):	Urban
City Zoning District:	BMX-4 – Central Business Mixed Use
PUC Development Plan Land	Medium and Higher-Density Residential/Mixed Use
Special Management Area	Not in SMA
Permits and Approvals Required:	See **Table 11**: **Required Permits and Approvals** for a list of approvals and permits needed from the various federal, state and City and County of Honolulu.

1. LAND USE PERMITS DIVISION (LUPD) MASTER APPLICATION FORM

A completed LUPD Master Application form is enclosed with the transmittal of this application.

2. DETERMINATION OF ELIGIBILITY

The Department of Planning and Permitting (DPP) on October 22, 2019, issued a Notice of Eligibility, Chapter 201H, Hawaii Revised Statutes Exemptions with their determination that the Halewai'olu Senior Residences development is eligible for processing of affordable housing exemptions. See **Appendix B - Notice of Eligibility**.

The information provided on the Project in our request for determination of eligibility remains the same, as that provided in this application.

2.1 DPP'S NOTICE OF ELIGIBILITY COMMENTS

Additional information requested with the Notice of Eligibility and Applicant Responses:

- Income Limit Table showing the maximum income for 30%, 60% and 80% AMI.
  - ✓ See **Table 5: Maximum Affordable Rent for 2020**
- Proposed rental rates and estimate of monthly utility costs.
  - ✓ See **Table 6: Proposed Utility Allowances for 2020**
- Sample restrictive covenant that will be recorded with HHFDC.
  - ✓ See **Appendix H – Draft 201H Development Agreement**
- List of all other permits and/or approvals the Project will require and status of those permits.
  - ✓ See Section **4.10.8 Required Permits and Approvals** and **Table 11: Required Permits and Approvals**.
- Identify LUO section for all requested exemptions and provide a justification.
  - ✓ See **Section 5 Exemptions and Waivers** and T**able 13: Summary of Requested Exemptions and Waivers**

2.2 DPP'S NEPA EA COMMENTS

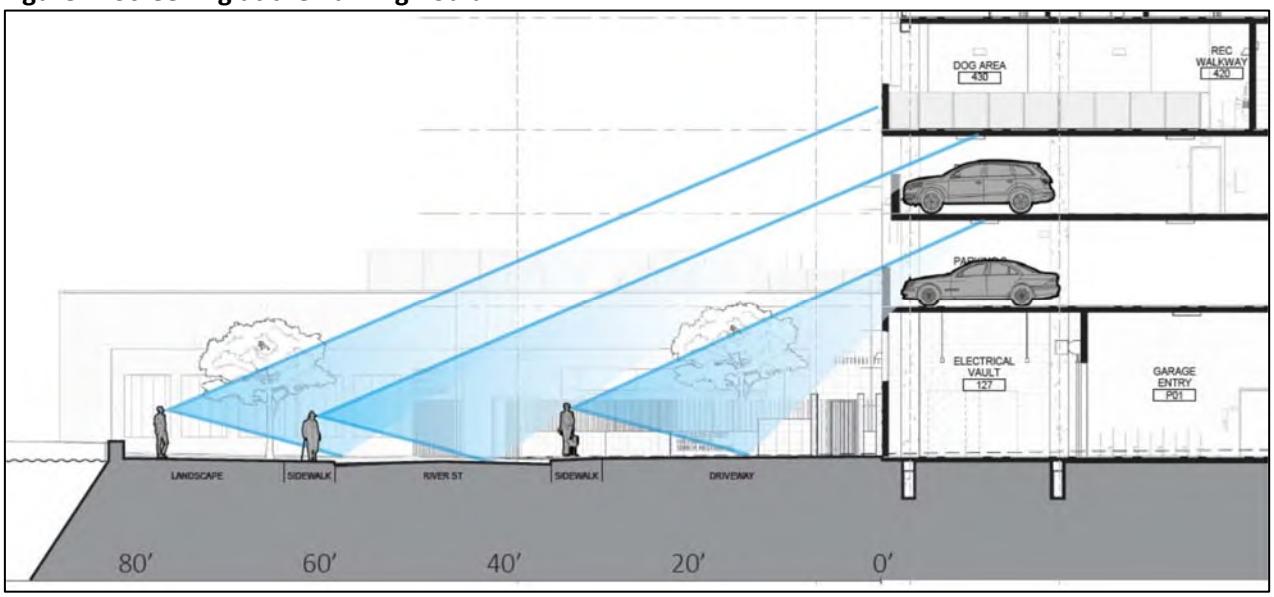
The following are DPP's comments (*in italics*) on the NEPA EA, dated May 08, 2020 and Applicant Responses:

1. *<u>Parking Structure.</u> We stand by our previous recommendation that the elevated parking structure incorporate the Transit-Oriented Development (TOD) Design Guidelines on page 11, Item C: "When parking is provided in a podium, the podium must be lined with habitable spaces, like dwellings, shops, or offices, along streets or where visible to the public. If a podium is not primarily lined with habitable spaces, it must be entirely screened with either a green wall or an architecturally integrated false façade or screen." Therefore, we recommend that the parking podium minimally be lined with a green wall or an architecturally integrated false façade or screen. A City-sponsored Project should follow the City's own Neighborhood TOD Plan and Design Guidelines.*

Response: The second and third level parking podium could not be lined with habitable space or a green wall/screen due to cost constraints and instead, are designed with solid concrete crash railings, which will be more effective than a decorative screen or green wall in blocking vehicle headlights (See **Figure 1 – Screening at the Parking Podium**). Visual screening of the parking podium will also be provided by the perimeter fencing and a tree in the courtyard, the active façade of the multi-purpose room, and the substantial setback between the parking podium and River Street, ranging from 13 feet to 76 feet (See **Appendix C – Drawings**, sheet A-111). The fourth level of the podium is the Recreation level, offering residents space to exercise. These large openings in the podium also provide a visual connection to Nuuanu Stream. The 13-foot wide makai side yard will be heavily landscaped and will include vines that will grow up along the wall to screen the parking podium along the makai property line. The rear and side elevations

of the parking podium do not front a public street (i.e., abuts private property, in the BMX-4 district) and are therefore not required to be lined with habitable space or screened.

Figure 1: Screening at the Parking Podium



2. *<u>Recreation Space and Landscaping.</u> The Project currently lacks an abundance of landscaping and green recreational spaces. The majority of the courtyard area appears to be hardscaped, with one tree and no plantings on site. The recreation deck on the fourth floor also appears to lack potted trees and planters. We encourage more shaded areas, greenery, and living walls, as well as consideration of more outdoor seating and/or garden space.*

Response: The Project will provide ample landscaping, including 3 replacement street trees, a new courtyard tree, a 13'-0" wide landscaped (makai) side yard that includes a green wall, and a 2nd level gardening space for residents. As drawn, the uncluttered open space of the courtyard allows it to be used for a variety of uses – as an outdoor extension of the multi-purpose room or a flexible space for small social activities. Furthermore, after assessing residents' needs and interests, the Property Manager and on-site Social Services Coordinator can determine the best way to utilize the courtyard.

Adding additional landscaping amenities will further burden a limited operating budget. In addition to the above, other amenities provided by Halewaiʻolu Senior Residences include: a dog area, multi-purpose room with warming kitchen, activity room, computer room, laundry facilities, courtyard, on-site resident manager, social coordination services, three elevators, and parking. Once the Project is constructed, the multi-purpose and activity rooms will be available for use by residents and the neighborhood community. As designed, the courtyard space provides the greatest flexibility for residents and their visitors.

3. *Street Frontage and Courtyard. We stand by our previous recommendation that the proposed retail space should front the street in accordance with the TOD Plan. Just as the adjacent Lum Sai Ho Tong temple property has a storefront on the ground level, more retail spaces on River Street will contribute to the vitality and safety of this area. An early version of the Project's design showed the possibility of having retail space as a separate entity on the street front. This would be the ideal layout. Again, a City-sponsored project should follow the City's own Neighborhood TOD Plan and Design Guidelines.*

Response: The vault room dimensions and location were determined by HECO. The loud buzzing noise from electrical equipment made it undesirable to locate it near the main entry. As drawn, the courtyard is reminiscent of Chinese architectural design, which often features partially enclosed spaces that provide a range of uses – i.e., the fenced courtyard can be locked at night to provide security or it can serve as an extension of the multi-purpose room for social gatherings. This is consistent with Urban Design Principle, "UD-P32: Where possible, orient private open spaces, such as courtyards, balconies, and building entrances, toward open spaces to provide a transition between private and public activities and to increase safety." In a previous scheme, when the retail space was located along the street but blocked line of sight of vehicles exiting the parking garage, which was deemed unsafe for seniors and pedestrians. As drawn, the combination of the multi-purpose room, courtyard fencing and landscaping in the makai side yard creates a presence at the street frontage that aligns with the temple building at the front of the adjacent (makai) property. Lastly, permit processing began on August 2019; many agencies and stakeholders have already reviewed and accepted the layout. Moving the retail space would delay administrative approvals.

3. ENVIRONMENTAL DISCLOSURE

This Project is exempt from an Environmental Assessment (EA) under the Hawaii Revised Statures (HRS) Chapter 343, Hawaii Administrative Rules (HAR) Chapter 11-200.1. The Project actions do not trigger initiating the Hawaii Environmental Policy Act (HEPA), or the requirement for preparation and processing of an EA. DLM issued a concurrence letter on May 06, 2020, agreeing that this Project is an exempt class of action.

Due to the use of federal HUD CDBG funds for the initial land purchase, the Project is subject to the HUD environmental review regulations as stipulated in Title 24, *Housing and Urban Development*, Code of Federal Regulations (CFR) Part 58, *Environmental Review Procedures For Entities Assuming HUD Environmental Responsibilities*, the National Environmental Policy Act (NEPA) and its federal cross-cutter regulations. The City Department of Land Management (DLM) issued a Finding of No Significant Impact for

the Halewai'olu NEPA Environmental Assessment (EA) in September 2020 (**Appendix A – NEPA EA FONSI and HRS Chapter 343 Environmental Exemption**).

4. PROJECT NARRATIVE

4.1 STATE LAND USE CLASSIFICATION AND ZONING DISTRICT

The Project site is located in the "Urban" district. The proposed use of the subject property for residential development would be consistent with the Urban designation. No reclassification is needed. (**Figure 2 – State Land Use Map).**

4.2 CITY AND COUNTY OF HONOLULU ZONING DISTRICT

4.2.1 Compliance with LUO Development Standards

The subject property is in the BMX-4 district (**Figure 3 – City and County of Honolulu Zoning District Map)**. The Project use will be conforming with respect to land use and most BMX-4 development standards, except for the quantity of parking, bicycle and loading stalls provided, FAR, and front yard setback. For those standards it does not meet, the Project will seek HRS Chapter 201H exemptions for affordable housing. A summary of how this Project complies with BMX-4 standards is provided in **Table 2: Land Use Ordinance Development Standard**.

<u>FAR</u>

The floor area ratio (FAR) is 5.9 for the building, based on a total floor area of 157,946 square feet divided by the lot area 26,925 square feet. (Details on floor area and uses are provided in **Section 4.8.3 Floor Area and Uses at Each Level**.) The Project FAR exceeds BMX-4 district standards but as Senior rental housing, the Project use is equivalent to Special Needs Housing for the Elderly, which allows a 25% increase to 5.0 FAR. Also, the Downtown TOD Neighborhood Plan allows a FAR up to 7.5 in exchange for providing affordable housing beyond the minimum required. Per ROH Chapter 38, Table 38-1.4, the Affordable Housing Requirement for new "For Rent" projects in the TOD special district, is to provide 15% of units for households earning no more than 80% and below of the AMI. All affordable rental dwellings in this Project will be rented to 80% AMI and below, which exceeds the minimum requirement.

<u>Parking and Loading</u>

Mobility trends are changing, and on-site parking will be sized to reflect the downscaled use of vehicles by residents in an urban setting. The Project will encourage residents to walk or utilize public transit by reducing off-street parking and providing ample on-site bicycle parking. Parking will not be assigned or reserved but will be available to residents, staff, and visitors to the facility on a first-come-first-serve basis.

The Project will provide 51 parking stalls (that includes 4 stalls to meet ADA requirements) 1 loading stall, and 86 bicycle stalls for residential and non-residential use. BMX-4 district standards indicate 170 parking stalls, but Senior housing projects (i.e., Special Needs Housing for the Elderly) are eligible for a 1 stall per 4 dwelling unit reduction in parking requirements that would reduce required parking for the residential units to 39.75 stalls (155 units/4 = 38.75 + 1 Resident Manager = 39.75 stalls). DPP has recommended 25 parking stalls, since the Project Site is in walking distance to the future transit station and bus stops. The proposed 51 parking stalls represents a middle ground between the Development Agreement and DPP's recommendation.

Bicycle parking standards require 94 bicycle parking stalls; 86 bicycle parking stalls will be provided. See Section 4.9 Parking and Loading, for further discussion.

Front Yard

The multi-purpose room will be located within the minimum 5'-0" front setback and will seek an exemption. Building at the front property line creates a presence at the street frontage that aligns with the temple building at the adjacent (makai) property and is consistent with TOD Design Guidelines.

4.2.2 Compliance with TOD District Standards and Guidelines

Although TOD Special District development standards do not currently include for BMX-4 districts and the boundaries of the Downtown TOD district have not been adopted within the LUO (ROH Chapter 21, this Project complies with the Downtown TOD Special District design standards and guidelines where feasible.

The Property is located within 0.4-mile of the future Chinatown Rail Station. The Project is consistent with the Downtown Neighborhood TOD Special District goals in providing compact (high-density) development and expanding diversity of housing choices near rail and other public transit. Senior residents of this Project will be near cultural, social, and recreational opportunities that will contribute to the vibrancy of the Chinatown neighborhood. The Project supports multimodal transportation options by providing abundant on-site bicycle parking facilities. Furthermore, the multi-purpose room will be prominently featured along River Street and although **Figure 6 – Downtown Neighborhood TOD Plan – Active Frontages Required** does not designate the Property street frontage as "Active Frontage Required," the multi-purpose room will have a transparent façade, encouraging pedestrian activity (**Appendix C – Drawings, sheet A-301 and A-302**).[1] The outdoor courtyard, multi-purpose room, residential tower façade, residential and retail main entrance are all oriented towards River Street, with separate entrances provided for each (**Appendix C – Drawings, sheet A-111**). No at grade parking spaces are located within 40-feet of the front property line.

Consistent with the goals of the Downtown Neighborhood TOD Plan to support social services, the Project will include an on-site Social Service Coordinator that will provide a comprehensive program of initiatives to facilitate self-sufficiency, as well as educational, cultural, health and recreational activities for all residents. Sustainability is reflected throughout the Project, which is designed to LEED Silver standards. For example, the courtyard tree and makai landscaping provide stormwater biofiltration and visual screening of the building façade.

4.2.3 Compliance with Other Special Design Districts

This Project is adjacent to (but not within) the Honolulu Chinatown Special District and the Punchbowl Special District, as it is located outside of both district boundaries as shown in Revised Ordinances of Honolulu (ROH), Chapter 21, Land Use Ordinance (LUO). See **Figure 5 – City & County of Honolulu Special Districts**. The Project is also not within the National Chinatown Historic District.

[1] Per ROH 21-9.100-8(a)(5), the area of the multi-purpose room that is required to contain windows, doors or other openings is calculated as follows: Multi-purpose room width 87'-6" x 4'-6" high x 60% = 236.25 sq ft (REQUIRED). Provided multi-purpose room fenestration: 10'-8" wide windows x 4'-6" high x 5 windows = 240 sq ft (PROVIDED).

Figure 2 – State Land Use Map

Figure 3 - City and County of Honolulu Zoning District Map

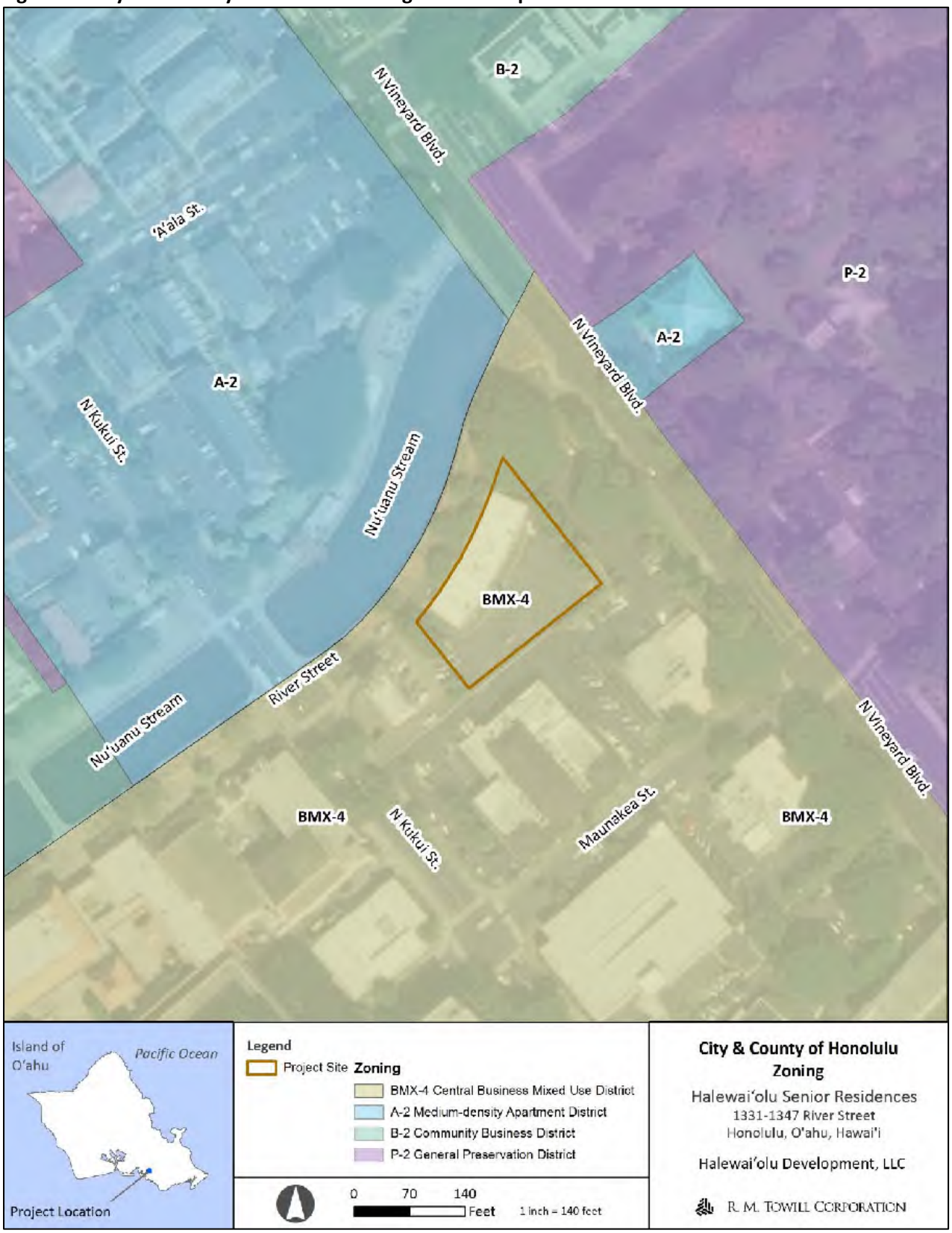


Figure 4 – Tax Map Key

Figure 5– City and County of Honolulu Special Districts

Figure 6 – Downtown Neighborhood TOD Plan – Active Frontages Required

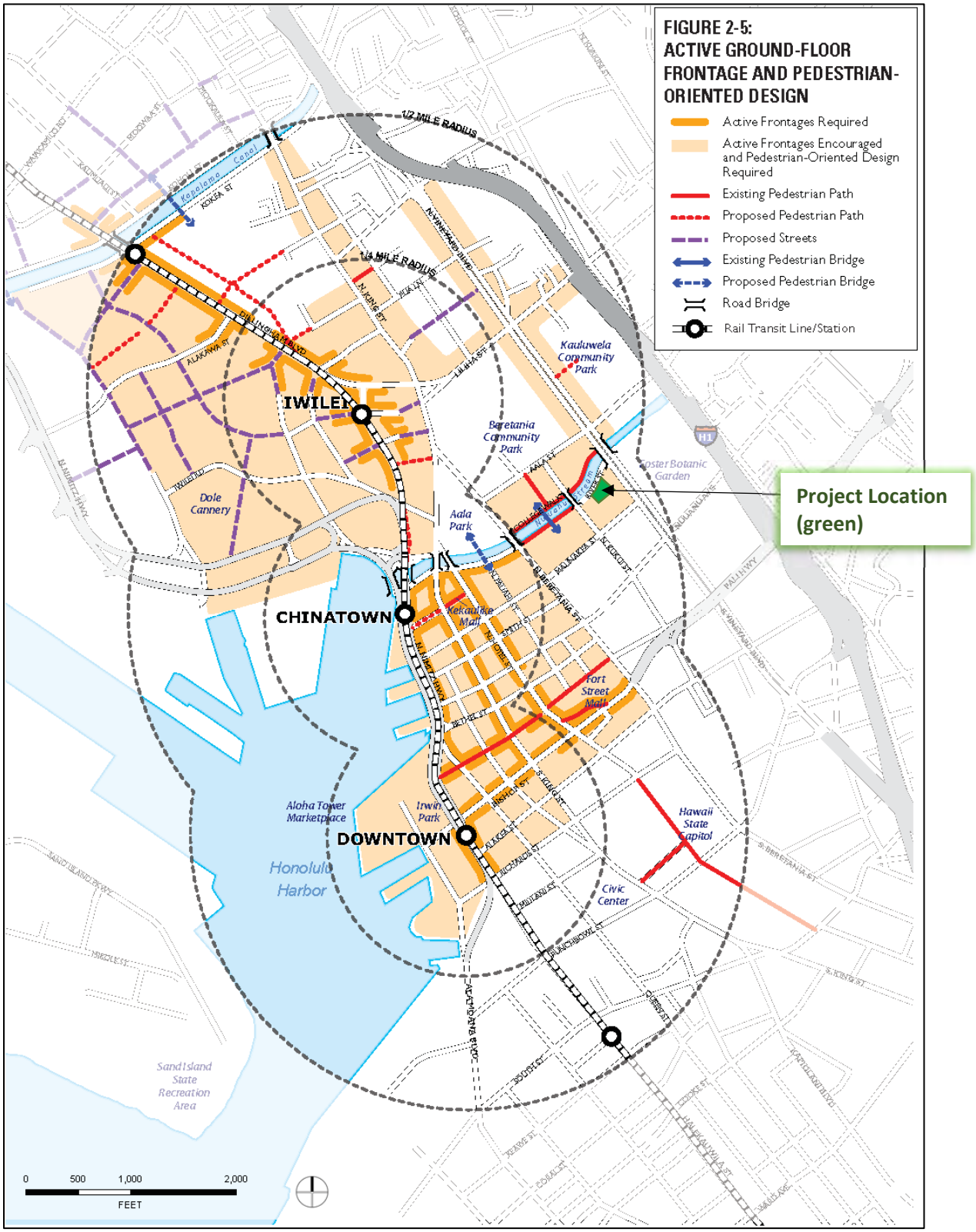


Table 2: Land Use Ordinance Development Standards

Development	BMX-4	Proposed
Minimum Lot Area	5,000 square feet	26,925 square feet Compliant
Minimum Lot Width and Depth	50 feet	200 feet/143 feet Compliant
Front Yard	10 feet for dwellings 5 feet for other uses	0 feet Noncompliant
Side and Rear Setbacks	0 feet	3 feet Compliant
Maximum Building Area (square feet)	Not regulated	20,976 square feet Compliant
Maximum Height (feet)	350 feet	about 173 feet Compliant
Height Setbacks	"…for a minimum of 50% of any contiguous street frontage, no portion of a structure located on a lot adjacent to a street may exceed a height that is intersected by a plane over the buildable area that makes an angle of 65 degrees with the horizontal at ground elevation at the centerline of the street."	54% provided Compliant
Maximum Allowable Floor Area	FAR 4.0 4.0 x 26,925 = 107,700 square feet (*Note: Special Needs Housing for the Elderly allows a 25% increase = 134,625 square feet or FAR 5.0)	*FAR 5.9 or 157,946 square feet Noncompliant
Minimum Off-street Parking Requirements	• Dwelling units: 1 stall per multifamily dwelling = 156 stalls; (**Note: Senior multifamily dwellings are eligible to receive a reduction in minimum parking requirements to 1 stall per 4 dwellings, which would reduce total required parking for the residential units to 39 stalls.) • Guest Parking not required in BMX-4. • Multi-purpose room (4,329 square feet): 1 stall per 300 square feet = 14.43 stalls • Retail: < 4,000 square feet = 0 stalls • Office: < 4,000 square feet = 0 stalls Total Required: 170 stalls (includes 4 ADA)	**51 stalls provided, includes 4 accessible stalls Noncompliant
Off-street Loading Requirements	2 Loading Stalls: • One 12 feet x 35 feet x 14 feet (W x L x H) • One 8.5 feet x 19 feet x 10 feet (W x L x H)	1 Loading Stall (8.5 feet x 19 feet x 10 feet) (W x L x H) Noncompliant
Bicycle Parking	Residential • Short-term: 1 space for every 10 units = 16 spaces • Long-term: 1 space for every 2 dwellings = 78 spaces	• 6 short-term stalls • 76 long-term stalls Noncompliant
	Non-Residential • Short-term: 1 per 2,000 square feet = 3 stalls • Long-term: 12,000 square feet = 1 stall	• 3 short-term stalls • 1 long-term stall Compliant

4.3 PRIMARY URBAN CENTER DEVELOPMENT PLAN

The Project site is located within the Primary Urban Center Development Plan (PUC DP) area, specifically within the "Urban Community Boundary" and has been designated as "Medium and Higher-Density Residential Mixed Use." See **Figure 7: Primary Urban Center Development Plan Land Use Map**.

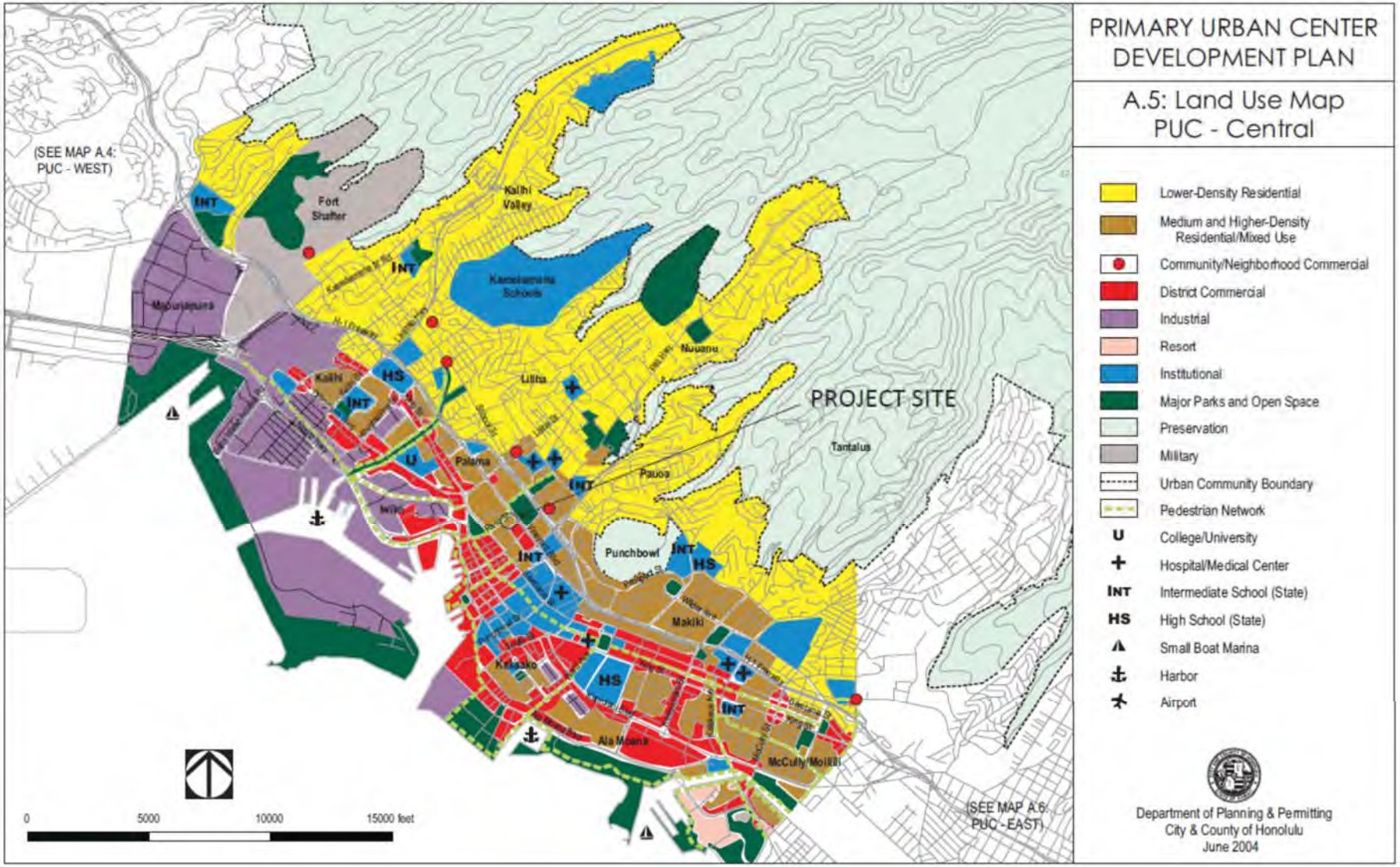
The following sections highlight excerpts of the PUC DP that are particularly relevant to this Project (emphasis added).

Chapter 2: The Vision for the PUC's Future

- *Livable neighborhoods have business districts, parks and plazas, and walkable streets.*
- *The PUC offers in-town housing choices for people of all ages and incomes.*
- *A balanced transportation system provides excellent mobility for residents and visitors.*

Discussion: The Project would help fulfill the development vision set forth in the PUC DP. The Project Site is near shopping, restaurants, cultural, social, and recreational opportunities and reduces the need to drive. The use of bus and rail transit, bicycling and walking will be encouraged by the Project proximity to the future Chinatown Rail Station. The courtyard and improvements to the River Street streetscape will help integrate the Project with neighboring uses. The Project will contribute to the supply of affordable rental units by providing housing for seniors in the 30% AMI, 60% AMI, and 80% AMI or below income brackets. All units will be ADA compliant or adaptable and have air conditioning units.

Figure 7- Primary Urban Center Development Plan Land Use Map



Chapter 3: Land Use and Transportation – Protecting and Enhancing Natural, Cultural and Scenic Resources

- *Preserve historic and cultural sites*
- *Preserve panoramic views of natural landmarks and the urban skyline*
- *Provide parks and active recreation areas*

Discussion: The SHPD concurred with an HRS 6E-8 project effect determination of "Effect, with proposed mitigation commitments". The project will have an adverse effect on the existing building and State Inventory of Historic Places (SIHP) #50-80-14-8840.

Mitigation commitments include (1) a historic context study for the existing building, (2) archaeological data recovery in the form of targeted data collection and archaeological monitoring for State Inventory of Historic Places (SIHP) #50-80-14-8840, (3) burial treatment for SIHP #50-80-14-8840 (Component 2, Feature 6), and (4) implementation of a GIS Story Map highlighting the history and cultural significance of the Nuuanu Stream / River Street corridor fronting the Project. Mitigation measures are detailed in a Memorandum of Agreement (MOA), prepared pursuant to 36 CFR Part 800.6 and in consultation with SHPD. For further discussion, see **Section 4.4.1 Historical and Archaeological Resources** and the Archaeological Inventory Survey and Memorandum of Agreement in **Appendix I – NEPA EA and Appendices**.

The proposed building will not interfere with any panoramic views and is oriented mauka-makai. The Project Site is well-served by parks and recreational resources. The Project Site is near several recreational facilities in the Downtown-Chinatown community. The Project Site is bounded by River Street to the northwest. The sidewalks along River Street serve as a promenade also known as Sun Yat Sen Mall along the Nuʻuanu Stream, located approximately 54 feet north of the Project Site. Further south, River Street becomes a pedestrian-only promenade adjacent to the Chinese Cultural Plaza, which is host to various cultural events throughout the year. The Foster Botanical Garden, which is managed by the City, Department of Parks and Recreation (DPR), is located approximately 246 feet northeast of the Project Site. Beretania Community Park, managed by DPR, is located approximately 0.16-mile northwest of the Project Site. Kauluwela Community Park, managed by DPR, is located approximately 0.18-mile north of the Project Site.

Additionally, the new building will include a multi-purpose room with warming kitchen, restrooms, storage, a computer room, social services activity rooms, social services office, a courtyard, retail space, and a garden. The fourth floor will include a covered recreation deck and dog area for additional recreation opportunities.

Chapter 3: Land Use and Transportation – Cultivating Livable Neighborhoods

- *Develop a system for collaborative neighborhood planning:*
- *Cultivate existing and new "neighborhood centers"*
- *Make streets "pedestrian-friendly"*

Discussion: The existing Project Site is underutilized and considered urban blight. The proposed Project would renew the Project Site and enhance the design and safety of the surrounding neighborhood through streetscape enhancements. The Project will include a multi-purpose room for resident and neighborhood use. HSD started consultation with the surrounding community and other stakeholders on the Project in 2014 and has incorporated various design recommendations. The Project has also been conceived with input from Feng Shui professionals.

Chapter 3: Land Use and Transportation – In-Town Housing Choices

- *Reduce costs for apartment homes.*
- *Preserve and expand the current inventory of affordable rental housing units.*
- *Provide incentives and cost savings for affordable housing.*
- *Provide for high-density housing in mixed-use developments around transit stations.*

Discussion: The Project will consist of one- and two-bedroom affordable rental units for seniors earning 30% of the AMI, 60% of the AMI, and 80% of the AMI or below. In order to construct the Project, HSD will seek Chapter HRS, 201H exemptions to ameliorate the cost of the Project.
The proposed Project is a recipient of various affordable housing financing tools, including LIHTC, as discussed in **Section 13 Development Costs and Financing**. HSD will also seek affordable housing exemptions under HRS, Chapter 201H as discussed in **Section 5 Exemptions and Waivers**.

The Project is within walking distance of the vibrant Chinatown-Downtown area, the proposed Chinatown TOD rail station, and a large variety of grocery stores, small markets, restaurants, and personal service providers. The Project is within 2020 Qualified Census Tract (QCT) 51.00 with a poverty rate of 31.3% (2014-2018 American Community Survey data). The Project is bounded by River Street to the northwest, Borthwick Mortuary to the south and east, and the Lum Sai Ho Tong temple to the southwest. See **Figure 4 – Tax Map Key**.

Chapter 3: Land Use and Transportation – Develop a Balanced Transportation System

- *Implement land use strategies to achieve a balanced transportation system.*
- *Implement Transportation Demand Management strategies.*
- *Implement the Honolulu Bicycle Master Plan.*
- *Enhance and improve pedestrian mobility.*
- *Encourage the full use of existing private and public parking garages.*

Discussion: Because the Project is targeted to seniors and is located in close proximity to shopping, cultural, social, and recreational resources/amenities, HSD will seek exemptions to off-street parking and loading requirements through the HRS, Chapter 201H process. The Project will be constructed with 51 parking stalls and 86 bicycle parking stalls. Sidewalks along River Street will be improved with landscaping, trees and the multi-purpose room will have a transparent/active façade, enhancing the pedestrian environment. The proposed Project is consistent with these policies and guidelines.

4.4 CURRENT AND HISTORIC SITE CONDITIONS

The Project Site consists of an existing 35-foot-tall, two-story, commercial building, which was constructed in 1958, and an asphalt-paved parking lot. The commercial building was occupied by various small office, restaurant, and commercial establishments; however, the building is now vacant and has become dilapidated over time. All existing structures and the surface parking lot on the property will be removed and replaced by the Halewai‘olu Senior Residences.

Additional ground disturbance will include borings related to foundation pile installation; excavations for structural footings, utility installation, roadway and parking area installation; and landscaping.

4.4.1 Historic and Archaeological Resources

Subsurface testing excavations throughout the project area identified one archaeological historic property, State Inventory of Historic Places (SIHP) #50-80-14-8840 with components 1-3. Component 1 consists of

multiple, buried agricultural deposits associated with use of the Nuʻuanu Stream floodplain. Component 2 consists of possibly pre- to post- Contact habitation layers, including associated pit features and a human burial site. Component 3 consists of historical infrastructure remnants associated with the residential and commercial development of Honolulu. SIHP #50-80-14-8840 is assessed as significant under Criteria d and e and is eligible for inclusion in the Hawai'i Register of Historic Places (HRHP) and the National Register of Historic Places (NRHP) under Criterion D. See Archaeological Inventory Survey in **Appendix I – NEPA EA and Appendices.**

A *Reconnaissance Level Survey* (RLS) by Fung and Associates (see Appendix A of the Final AIS) identified the existing building as eligible for listing on the NHRP under Criterion C and thus, significant under Hawaiʻi Administrative Rules (HAR) §13-275-6 Criterion c. The SHPD concurred with this assessment in a letter dated, February 27, 2017 (Log No.: 2017.02503; Doc. No.: 1702JLP04). The building was constructed in 1958 and was designed by engineer Kenneth Sato.

The SHPD concurred with an HRS 6E-8 project effect determination of "Effect, with proposed mitigation commitments" and effect determination of "adverse effect" pursuant to 36 CFR 800.5. The Project will have an adverse effect on the existing building and SIHP #50-80-14-8840. Are documented in a Memorandum of Agreement (MOA) was executed by the City and County of Honolulu ("CCH") in its capacity as the Responsible Entity, the Hawaiʻi State Historic Preservation Officer ("SHPO") through the office of the Hawaiʻi State Historic Preservation Division, a division of the Department of Land and Natural Resources of the State of Hawaiʻi ("SHPD") and Halewaiʻolu Senior Development, LLC, ("Developer" or "HSD") (collectively "Signatory Parties"). Mitigation commitments include (1) a historic context study for the existing building, (2) archaeological data recovery in the form of targeted data collection and archaeological monitoring for Site 50-80-14-8840, (3) burial treatment for Site 50-80-14-8840 (Component 2, Feature 6), and (4) implementation of a GIS Story Map highlighting the history and cultural significance of the Nuuanu Stream / River Street corridor fronting the Project. These mitigation measures are detailed in the MOA, prepared pursuant to 36 CFR Part 800.6 and in consultation with SHPD. For further information, see Archaeological Inventory Survey and Memorandum of Agreement in **Appendix I – NEPA EA and Appendices**.

The Final AIS was prepared in accordance with HRS §6E-8, HAR §13-275, HAR §13-276 and 24 CFR, Part 58, to comply with NHPA Section 106 and includes SHPD added stipulations to project permits that are described in the June 5, 2020 Final AIS acceptance letter in the Archaeological Inventory Survey in **Appendix I – NEPA EA and Appendices**.

4.4.2 Cultural Impact Assessment

A Cultural Impact Assessment (CIA) is not required since the Project is exempt under HRS Chapter 343, Environmental Impact Statement Laws, HAR, Chapter 11-200.1, Environmental Impact Statement Rules, and is not required under the NEPA and NHPA Section 106 but was voluntarily conducted by HSD out of respect towards the *`āina* (land) and the Native Hawaiian people and culture. The Cultural Impact Assessment report is available in **Appendix I – NEPA EA and Appendices**. Any potential impact on *iwi kūpuna* will be respectfully mitigated through the implementation of the project's burial treatment plan, through an archaeological mitigation plan, and careful adherence to Hawaiʻi State burial law during project construction.

Pursuant to HRS §6E, in the event that any artifacts or human remains are uncovered during construction operations, the Contractor shall immediately suspend work and notify the Honolulu Police Department, the SHPD Historic Preservation Division and the responsible City Agency. For further information, see

Archaeological Inventory Survey and Memorandum of Agreement in **Appendix I – NEPA EA and Appendices**.

4.5 FLOOD, TSUNAMI, AND SEISMIC RISK

4.5.1 Flood

According to the Federal Emergency Management Agency's (FEMA) Flood Insurance Rate Map (FIRM), map number 15003C0354G, effective on January 18, 2011, the Project Site is located in Zone "X," indicating an area of minimal flood hazard that has been determined to be outside the 0.2% annual chance floodplain and outside of the 500-year floodplain. The Project Site is not located within a FEMA Special Flood Hazard Area (SFHA). See **Figure 8 – FEMA Firmette No. 15003C0354G**. Although the Federal Emergency Management Agency (FEMA) is in the process of completing a 2019 Base Level Engineering (BLE) for flood areas on Oahu that were not previously mapped, the intent of BLE studies is to provide flood hazard data in existing Zone A's or where there is no effective flood hazard zone designated. Although an unpublished BLE study identifies the Project Site as potentially within the 100-year floodplain with a Base Flood Elevation (BFE) of 12.04, the current FIRM map in effect designates the Project Site as Zone "X" and no flood mitigation is required. Furthermore, FEMA's FIRM amendment process to revise the flood zone designation has not been completed, the public has not had the opportunity to provide input on the flood risks, and the immediate adverse impacts that the a potentially new flood designation will have on the affected area are not known (i.e., Elevating the Project to 12.04 feet will exacerbate adjacent properties' flood risk).

4.5.2 Tsunami

The City, Department of Emergency Management prepares Tsunami Evacuation Zone Maps for the island of Oʻahu. According to Map 19, Inset 2 – Airport to Waikiki, the subject property is <u>not</u> within the Tsunami Evacuation Zone. During an extreme tsunami event generated from earthquakes of Magnitude 9+ on the Richter scale, the Project is within the "Extreme Tsunami Evacuation Zone" (XTEZ) and must be evacuated. **Figure 9: Tsunami Evacuation Zone**.

4.5.3 Seismic Hazard

Figure 10: State of Hawaiʻi Seismicity illustrates the estimated risk of earthquakes using the measure of ground motion hazard in terms of peak ground acceleration (PGA) measured as a percentage of Earth's gravitational acceleration (g). The color scale shows the island of Oʻahu has an expected ground acceleration of 15%, a reduced risk in which a moderate amount of shaking may be experienced (USGS, 2017).

Figure 8- FEMA FIRMette No. 15003C0354G

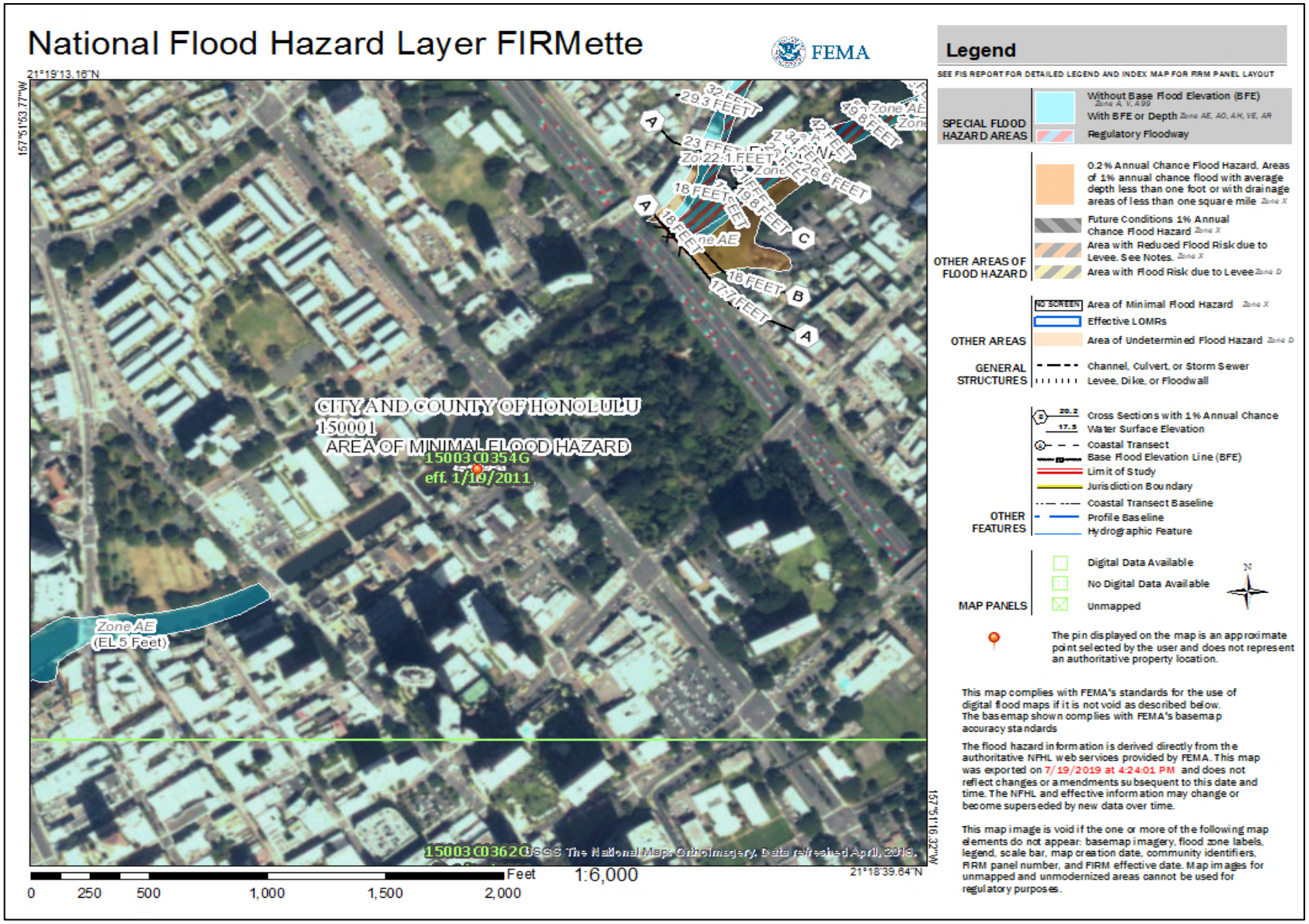


Figure 9 - Tsunami Evacuation Zone

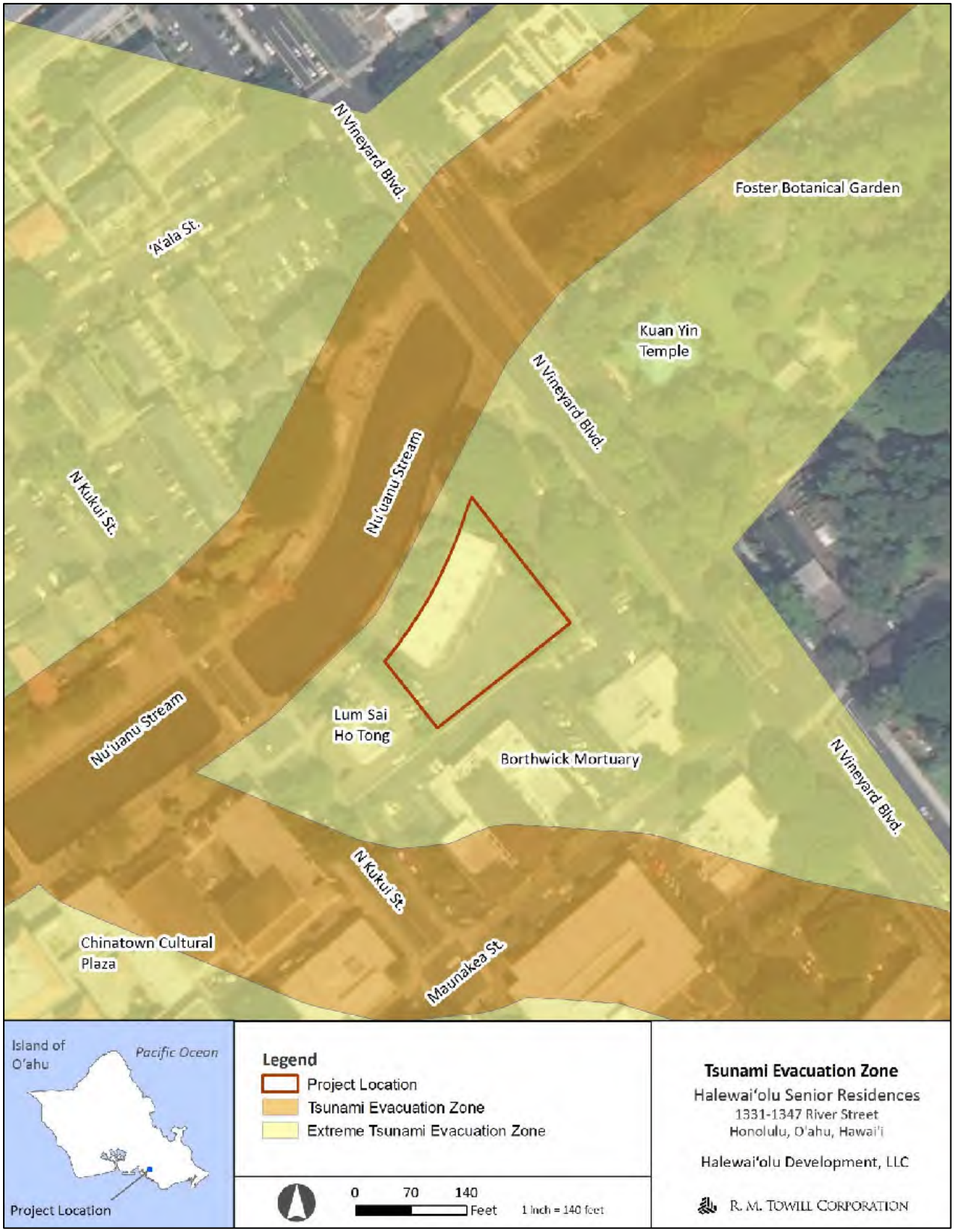
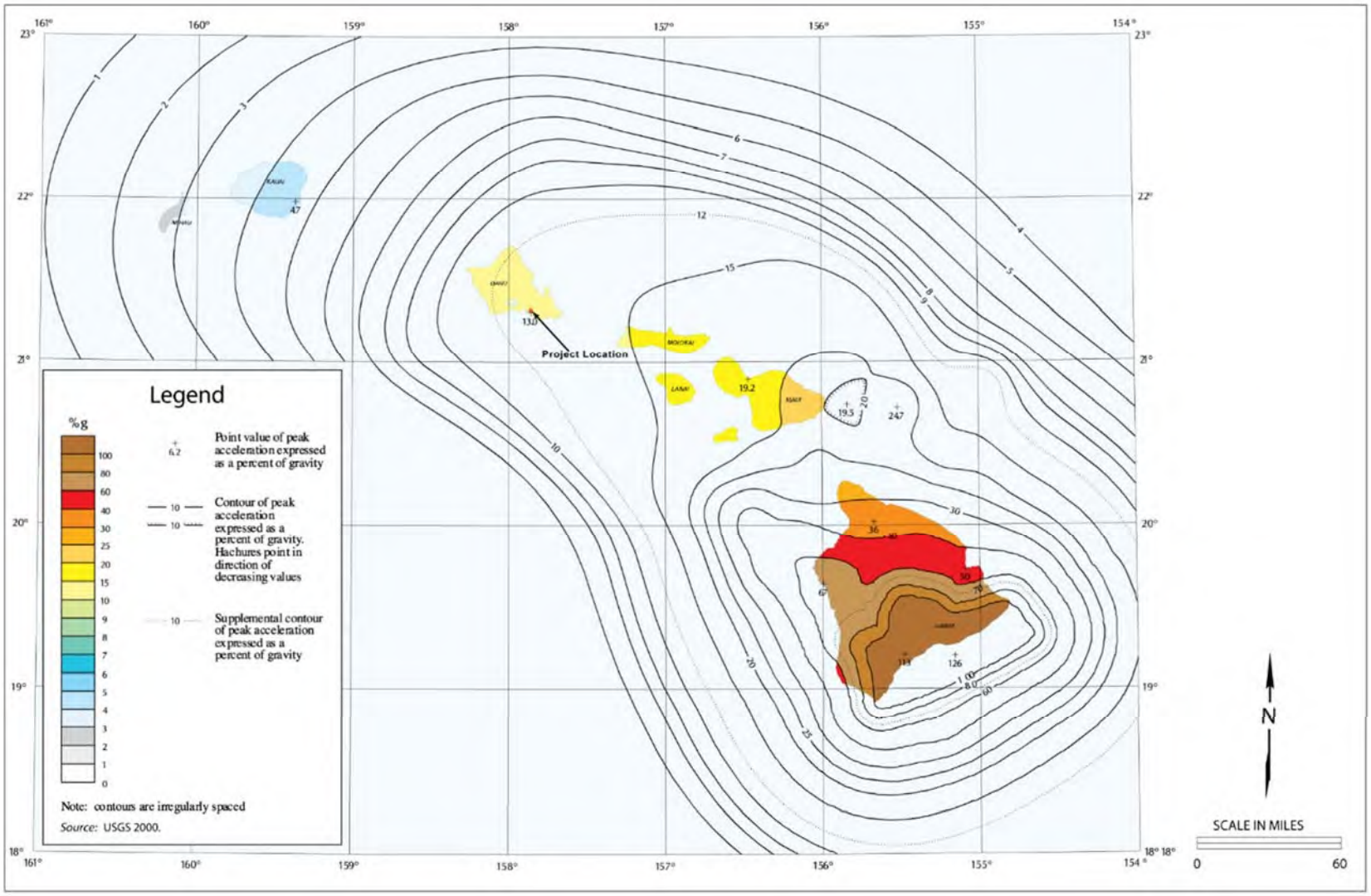


Figure 10 – State of Hawai'i Seismicity



4.6 CLIMATE CHANGE AND SEA LEVEL RISE

Based on Guidance from the Honolulu Climate Change Commission, the City and County of Honolulu has found that a planning benchmark of six feet of sea level rise (SLR) is appropriate for projects with a life span beyond mid- century, and for critical infrastructure. The National Oceanic and Atmospheric Administrators (NOAA) have come up with a viewer to view impacted areas at different levels of sea level rise. At six feet, the Project Site will not be affected by sea level rise. See **Figure 11: Sea Level Rise Exposure Area and Figure 12: Sea Level Rise Exposure Area (Enlarged).**

Figure 11 – Sea Level Rise Exposure Area

Figure 12 — Sea Level Rise Exposure Area (Enlarged)

4.7 TENANT RELOCATION

The building has been vacant since February 2020; no tenants will be relocated.

4.7.1 Existing Building

According to tax records, the floor area of the existing building is 10,256 sq ft; building area is 5,128 sq ft.

4.8 PROPOSED BUILDING AND AMENITIES

4.8.1 Unit Mix, Size and Affordability

The building will include 156 units (including one manager unit), for seniors aged 62 and over, at or below 80% Area Median Income (AMI). Halewai'olu Senior Residences has designated 90% of the units (139 units) affordable for residents earning 60% or below of AMI and the remaining 16 units as affordable for residents earning 80% or below of AMI. Units will remain affordable for a term of 65 years, with an option to extend to 75 years. See **Section 4.8.3 Floor Area and Uses at Each Level** for a description of the non-residential portion of this Project.

The Project includes one- and two-bedroom units. Nearly identical one-bedroom unit configurations will be offered and will range from 475 to 490 square feet in floor area. Two-bedroom units about 838 square feet will also be available. The proposed AMI, type of apartment, bedrooms and floor area are presented in **Table 3: Housing Unit Mix** and **Table 4: Housing Unit Type, Number of Bedrooms and Size**. See the preliminary floor plans on Sheets A-111 through A114 in **Appendix C – Drawings for 201H.**

Table 3: Housing Unit Mix

AMI	1-bedroom	2-bedroom	Total
30% of AMI	8	0	8
60% of AMI	115	16	131
80% of AMI	7	9	16
Manager's Unit	0	1	1
Total:	130	26	156

Table 4: Housing Unit Type, Number of Bedrooms and Size

Apartment Type	Number of Bedrooms	Number of Apartments	Size	Percent Affordable
1A	1	26	+/- 490 SF	100%
1B	1	26	+/- 482 SF	100%
1C	1	26	+/- 481 SF	100%
1D	1	26	+/- 476 SF	100%
1E	1	26	+/- 475 SF	100%
2A	2	13	+/- 838 SF	100%
2B	2	13	+/- 838 SF	100%

Rents will be based on AMI limits provided in Table 3 and on the City and County of Honolulu rates published annually by HHFDC based on income levels and limits established by the U.S. Department of Housing and Urban Development, adjusted for household income, unit and family size, and utility allowance. For

amounts currently in effect, see **Table 5: Maximum Affordable Rent for 2020** and **Table 6: Proposed Utility Allowances for 2020**. The resident rental rate is net of the utility allowance. For current income limits, see **Table 7: Honolulu County Income Schedule by Family Size for 2020**, published by HHFDC (The full HHFDC tables for Household Income and Maximum Affordable Rent are provided in **Table 17** and **Table 20**).

Table 5: Maximum Affordable Rent for 2020

Area Median Income	1-Bedroom	2-Bedroom
30%	$708	$850
60%	$1,417	$1,701
80%	$1,890	$2,268

Source: HHFDC; monthly rent limits include the cost of the utilities, shown in the following table.

Table 6: Proposed Utility Allowances for 2020

Utility or Service	Monthly Dollar Allowances	
	1-Bedroom	2-Bedroom
Cooking–Electric	$19	$27
Other Electric	$71	$99
Water Heating—Electric	$40	$53
Total	**$130**	**$179**

Source: Utility allowances are based on HUD's "Utility Allowance Schedule" for the City and County of Honolulu, High Rise, released Jan 1, 2020.

Table 7: Honolulu County Income Schedule by Family Size for 2020

Household	30%	60%	80%
1-Person	26,460	52,920	70,560
2-Person	30,240	60,480	80,640
3-Person	34,020	68,040	90,720
4-Person	37,770	75,540	100,720

Source: HHFDC Honolulu County Income Schedule by Family Size, 2020

4.8.2 Type of Construction

The new building will be a structural steel and concrete high-rise tower with a CMU and EIFS exterior.

4.8.3 Floor Area and Uses at Each Level

Details of floor area and uses are provided in **Table 8**: **Floor Area by Level** below. Common areas 76,619 square feet and non-residential area is 618 square feet.

Table 8: Floor Area by Level

Level	Area
1: Ground Level	16,844 square feet
2: Lobby, Utility, and Stairs (Parking not counted)	1,864 square feet
3: Lobby, Utility, and Stairs (Parking not counted)	2,449 square feet
4: Recreation and Amenities	9,584 square feet
5 to 17: Residential (each floor)	9,785 square feet (each floor)
Total Floor Area:	**157,946 square feet**

Ground Level

The ground level will include a multi-purpose room, warming kitchen, restrooms, storage rooms, utility rooms, computer room, social services activity rooms, social services office, property management offices, mail and package boxes, and elevator lobby on the ground level. A courtyard, retail space, and parking access, along with bicycle parking, a trash compactor room and loading area are also on the ground level. The courtyard will have a large sliding gate opening to welcome visitors and residents during the day. At night, the sliding gate and courtyard fence will be locked with controlled access to secure the premises. Stakeholders emphasized the need for a secure building in this area of Downtown-Chinatown. In the interest of keeping seniors safe, there will be controlled access into the building and a resident manager on-site. There will also be a social services coordinator, property management office and maintenance personnel on-site daily.

Private Open space at the ground level includes the courtyard, makai landscaped area, and side and rear yard setbacks. See Sheet A-111 – Floor Plan Level 1 in **Appendix C – Drawings for 201H, sheet A-111**. The Project is not providing any Public Open Space and is not pursuing bonus floor area based on providing Public Open Space.

Second and Third Level

The second level includes vehicle and additional bicycle parking, storage, and utility rooms. The garden located on the roof of the multi-purpose room along with mechanical equipment, will be accessed from the second level. The third level will be comprised of vehicle and bicycle parking, along with an emergency generator. **Appendix C – Drawings for 201H, sheet A-112 and A-113**.

Fourth Level

The fourth level includes a covered recreation deck with dog area, laundry room, restroom, maintenance and storage rooms. **Appendix C – Drawings for 201H, sheet A-113**

Fifth Level and Above

Residential units are on levels five through seventeen. Each residential level will include 12 units. All units will be Americans with Disabilities Act (ADA) compliant or adaptable to allow conversion to accessible units. Common areas will be ADA compliant. Additional mechanical equipment will be located on the roof. See **Appendix C – Drawings for 201H, sheet A-114.**

4.8.4 Project Amenities, Recreational Space, and Support Facilities

The Project will include recreational facilities for senior residents, such as a computer room (on the ground level) garden for residents (on the second level), and recreation deck with pet area (fourth level). Residents will choose what plants to grow in the garden. The multi-purpose room, warming kitchen, restrooms, and activity rooms on the ground floor will be available for use by the senior residents, as well as by neighborhood organizations. The Project is not a "public" facility in that it will be privately owned and operated by Halewaiʻolu Senior Development, LLC (HSD). An Advisory Committee, consisting of neighborhood organizations, will be formed to provide input to the social service coordinator and property manager on the scheduling of activities to be held at the Social Activities Center. A future retail area will also be located on the ground level.

See **Section 4.3 – Primary Urban Center Plan** for further discussion on proximity to neighborhood services and employment.

4.9 PARKING AND ACCESS

4.9.1 Pedestrian Access

The main entry for residents, their guests, and users of the multi-purpose room and retail space will be through the Courtyard directly fronting River Street. A secondary pedestrian access from the lobby into the loading area will be for deliveries. See **Appendix C – Drawings for 201H, sheet A-111**.

4.9.2 Car and Bicycle Parking

The Project will provide 51 parking stalls (that includes 4 stalls to meet ADA requirements) 1 loading stall, and 86 bicycle stalls for residential and non-residential use, located on the ground, 2nd, 3rd, and 4th levels (see **Appendix C – Drawings for 201H, sheet A-111, A-112, A-113**. Parking will not be assigned or reserved but will be available to residents, staff, and visitors to the facility on a first-come-first-serve basis. A dedicated service elevator will provide access to parking and the Recreation Deck levels 1 to 4. A summary of stall requirements for BMX-4 is provided in **Table 2: Land Use Ordinance Development Standards**.

Depending on resident interest, the Project may participate in ride sharing programs and may designate a specific stall(s) as Shared Parking.

Bicycle parking standards require 98 bicycle stalls (16 short-term, 78 long-term) for the residential units. This Project is for Seniors aged 62+ and is not anticipated to have to same demand for bicycle parking as a typical affordable family project. This Project will provide 82 bicycle stalls (6 short-term, 76 long-term) for residential units. For non-residential bicycle parking, 4 stalls (3 short-term, 1 long-term) are required; 4 stalls are provided. All 9 short-term bicycle stalls will be located on the ground floor, near the loading zone entrance. Long-term bicycle stalls will be located on the 2nd, 3rd, and 4th levels. Parking requirements are summarized in **Table 2: Land Use Ordinance Development Standards.** Signage directing bicycle riders to the short-term bicycle parking will be provided at the courtyard (main entry and driveway-side gates).

4.9.3 Driveway Access

The Property is currently accessed by two driveways along River Street. Project improvements will include removing one driveway; the other will be reconstructed and widened to serve as the means of vehicular access.

4.10 INFRASTRUCTURE

4.10.1 Wastewater Availability Letter

Existing Conditions

The Project Site is served by an existing 6-inch sewer lateral.

Proposed Improvements and ENV Comments

The existing 6-inch lateral will be replaced by an 8-inch lateral to serve the proposed development. The new lateral will be connected to the same sewer manhole that intercepts the existing 6-inch lateral.

A Sewer Connection Application (2019/SCA-0111) for the Project was issued by the City, DPP on January 29, 2019 (Gray et al., 2019). See **Appendix E – Will Serve Letters (Sewer Connection, BWS, HECO)**.

The Applicant received a letter on April 23, 2020 from ENV related to fees in response to the NEPA EA. Agency comments and the Applicant response is in **Appendix D – Agency Comment Letters.** Applicant is in the process of requesting a waiver from wastewater fees per the recently passed Ordinance 18-1, ROH 14-10.8.

4.10.2 Potable Water

Existing Conditions

The Preliminary Engineering Report prepared by Gray, Hong, Nojima & Associates, Inc confirmed that the existing BWS potable water system serving the Project Site consists of an 8-inch diameter water line which runs within River Street. Four water laterals serve the Project Site from the 8-inch water line. There are nine abandoned water meter boxes located within the concrete sidewalk fronting the Project Site. (Gray et al., 2019).

Proposed Improvements and BWS Comments

According to a letter from the BWS, dated March 7, 2019, "the existing water system is adequate to accommodate the domestic demands and offsite fire protection for the proposed development." However, the final decision on the availability of water will be confirmed during the building permit application approval process (Gray et al., 2019).

The Applicant received a letter from the Board of Water Supply (BWS) commenting on the NEPA EA, on May 4, 2020. Agency comments and the Applicant response is in **Appendix D – Agency Comment Letters.** Applicant is in the process of requesting a waiver from BWS fees.

4.10.3 HECO Facilities

Existing Conditions

The Project Site is served by an existing 167 KVA, 120/240V, single phase, pad- mounted Hawaiian Electric Company (HECO) transformer located at the southern driveway, which connects to underground HECO duct lines that are routed along River Street. A HECO handhole located on the sidewalk next to the southern driveway currently distributes primary utility power to the Project Site.

Potential Improvements

The Project may include extending new HECO underground conduits, installing new handholes and manholes, and upsizing primary utility conductors, pending HECO's upgrade of underground duct lines and circuits.

The Applicant received an email from Mr. Rouen Liu, Permit Engineer, Hawaiian Electric Company, Inc. (HECO) commenting on the NEPA EA, on April 27, 2020 that HECO has no objections to the Project, but stated that HECO "will need continued access and proper clearances for maintenance of our facilities." Agency comments and the Applicant response is in **Appendix D – Agency Comment Letters.**

4.10.4 Telecommunication Facilities

Existing Conditions

The Project Site is served by Spectrum's telecommunications services via Hawaiian Telcom (HT) underground conduit system. Spectrum uses the HT pull box located next to the southern driveway near the HECO handhole to deliver telephone, internet and cable television services.

Potential Improvements

HT has confirmed that the existing infrastructure is adequate to provide telephone and high-speed internet services to the Project, which may include the installation of fiber optic cables to deliver telephone, high-speed internet services and digital television services. Associated off-site improvements will include telecommunication system improvements, including extending new underground conduits, installing new pullboxes, handholes and manholes, and supplementing the existing underground support structure (Gray et al., 2019).

4.10.5 Transportation Facilities

Existing Conditions

The Focussed Mobility Analysis Report (MAR) analyzed existing traffic operations at two intersections near the Project Site (Kukui Street/Maunakea Street and Kukui Street/River Street), estimated trip generation, reviewed site access and considered the Project's potential impacts on pedestrian, bicycle and transit modes (Fehr and Peers, 2019). See MAR in **Appendix I – NEPA EA and Appendices.**

Existing Roadway System

Vehicle access/ to the Project Site is provided by Kukui Street and River Street. Egress from the Project Site is provided by River Street and a stop-controlled right turn onto North Vineyard Boulevard.

The analysis in the MAR is based on engineering methodologies published in the Highway Capacity Manual (HCM), published by the Transportation Research Board. The operations of roadway facilities are described with the term Level of Service (LOS). The HCM defines LOS as "a quantitative stratification of a performance measure or measures representing quality of service." HCM defines the six levels of service from the traveler's perspective, ranging from the best – LOS "A" – to the worst – LOS "F." LOS's "A," "B," and "C" are considered satisfactory levels of service. LOS "D" is generally considered a "desirable minimum" operating LOS. LOS's "E" and "F" are undesirable conditions. Intersection LOS is primarily based upon average delay in seconds per vehicle(sc/veh) (Fehr & Peers, 2019).

A description of the existing roadway system near the Project area is below:

- **River Street** is a local street that traverses in a mauka-makai direction and provides direct access to the Project Site. River Street is a one-way, one-lane street under the jurisdiction of City from North Kukui Street to North Vineyard Boulevard. The posted speed limit is 25 mph. Makai of North Kukui Street, River Street becomes a pedestrian promenade and continues as a vehicular roadway makai of North Beretania Street;
- **North Vineyard Boulevard** is a major arterial road within the vicinity of the Project Site. It is a six-lane arterial that extends between Pālama Street and Lunalilo and is under the jurisdiction of State,

Department of Transportation (HDOT). The posted speed limit is 30 mph. The intersections of North Vineyard Boulevard at River Street and Maunakea Street are signalized;

- **Kukui Street** traverses an ʻEwa-Diamond Head direction between Aʻala Street and Pali Highway. Kukui Street is a two-way, two-lane local street under the jurisdiction of the City, DTS. The posted speed limit of Kukui Street is 25 mph; and,
- **Maunakea Street** is a two-lane local street that is aligned in a mauka-makai direction. It is located on the Diamond Head side of the Project Site and connects North Vineyard Boulevard and Kukui Street. The posted speed limit is 25 mph. Maunakea Street is under the jurisdiction of DTS (Fehr & Peers, 2019).

The intersections of Kukui Street/Maunakea Street and Kukui Street/River Street were evaluated during weekday AM and PM peak periods (6:00 AM – 9:00 AM and 3:00 PM – 6:00 PM). The weekday AM peak hour of traffic occurred between the hours of 7:15 AM and 8:15 AM. Weekday PM peak hour of traffic occurred between the hours of 5:00 PM and 6:00 PM at the N Kukui Street/River Street intersection, and between 4:45 PM and 5:45 PM at N Kukui Street and Maunakea Street. Both intersections were found to function at a LOS C or better during the AM and PM peak hours (Fehr & Peers, 2019). See **Table 9, Existing (2019) Intersection Levels of Service.**

Existing Public Transit Service

Bus service in the Project area is provided by Oʻahu Transit Services, which operates TheBus. The closest bus stops are located 0.1 mile away (or roughly a four-minute walk) from the Project Site on North Beretania Street at River Street (Stop ID: 439) and Nuʻuanu Avenue at North Vineyard Boulevard (Stop ID: 389). These bus stops serve about 25 different routes, which provide transit users good access to most destinations in and around Downtown Honolulu (Fehr & Peers, 2019).

Table 9: Existing (2019) Intersection Levels of Service

Intersection	Traffic Control	Peak Hour	Delay (seconds/vehicle)	LOS
1. North Kukui Street/River Street	Unsignalized	AM	7.6	A
		PM	7.5	A
2. North Kukui Street/Maunakea Street	Signalized	AM	21.3	C
		PM	23.5	C

Source: Fehr & Peers, 2019

The City is currently in the construction stages of its fixed rail transit system, Honolulu Authority for Rapid Transportation (HART) Rail, which begins in Kapolei and ends at Ala Moana Center in the PUC. The proposed transit system is being constructed in phases. The Chinatown Station No. 17 is planned to serve Chinatown, Pali, Downtown, and outlying residential areas, and is located approximately 0.4 mile southwest of the Project area. The station features ADA pedestrian access, bicycle parking, elevator and stairs, restroom, connections to the TheBus, and TheHandiVan pick- up and drop-off. The entire system is estimated to be operational by 2025. HART estimates that the operation of the rail system will remove approximately 40,000 vehicles from the roads by 2030 (HART, 2019).

Existing Pedestrian and Bicycle Access

Pedestrian counts collected during the peak periods at the two study intersections indicated that the highest volumes of pedestrians crossing at a study intersection occurred during the PM peak hour, with 203 people crossing at the North Kukui Street/Maunakea Street intersection. Most pedestrians crossed Maunakea Street on the Diamond Head side of the intersection. The pedestrian pathways between the

Project Site and the two nearest bus stops were found to provide adequate access in terms of pavement quality and limited conflicts with vehicles (Fehr & Peers, 2019).

Bicycle activity in the vicinity of the Project area is low, based on counts collected during the peak periods. A total of 11 bicyclists were observed at the North Kukui Street/River Street intersection during AM and PM peak hours, and 22 bicycles were observed at the North Kukui Street/Maunakea Street intersection during the AM and PM peak hours (Fehr & Peers, 2019).

The Project is not anticipated to have a significant long-term or a cumulative adverse impact to existing or proposed bicycle and pedestrian networks in the Project area. The Downtown TOD Plan identifies pedestrian intersection improvements that are to be made at the River Street's intersections with Kukui Street and North Vineyard Boulevard. A pedestrian signal was recently installed at River Street's intersection with North Vineyard Boulevard. The Project will not conflict with these improvements or significantly impact the existing sidewalk provided along its frontage. *The Oʻahu Bike Plan* (2012) provides guidance on desired bike facilities across the island of Oʻahu. This plan is currently being updated. The *Oʻahu Bike Plan Update (*2018 Draft) identifies a proposed bicycle path on the ʻewa side of River Street, and proposed bicycle lanes on both sides of North Vineyard Boulevard and North Kukui Street. The Project will not conflict with the installation of these bicycle facilities (Fehr & Peers, 2019).

Proposed Improvements

The Project will generate few vehicular trips and is expected to have a negligible impact on traffic operations. Therefore, no roadway improvements are proposed.

Once construction is completed, the project is forecasted to generate 310 net new daily vehicle trips, five net new AM peak hour trips (0 inbound/5 outbound), and 11 net new PM peak hour trips (3 inbound/8 outbound). It should be noted that this forecast is a conservative estimation, as an existing daily driveway count was not completed for the survey (Fehr & Peers, 2019). The Project trip generation estimates are based on data that was developed using MainStreet, a web application developed by Fehr & Peers, and are summarized in **Table 10: Project Trip Generation Estimates**:

Table 10: Project Trip Generation Estimates

Project Component	Size	Daily Trips	AM Peak Hour			PM Peak Hour		
			In	Out	Total	In	Out	Total
Senior Adult Housing - Attached	156 units	577	11	20	31	22	19	41
Transit/Walk/Bike Trip Reduction[2]		267	-7	-13	-20	-12	-11	-23
Existing Trip Reduction[3]		--	-4	-2	-6	-7	0	-7
Total		**310**	**0**	**5**	**5**	**3**	**8**	**11**

Source: Fehr & Peers, 2019

[2] Internal capture and active/transit trip reductions calculated using MainStreet web app (see **Appendix E** for details).

[3] Existing trip reduction based on Project Site driveway counts conducted in March 2019.

Vehicular access for the Project will be provided by a single driveway on River Street at the makai end of the Project Site. This driveway provides access to the Project's parking area provided on the second and third stories of the building, which will provide approximately 51 parking spaces. In addition, the driveway provides access to a loading area on the first floor that can accommodate one van or single-unit truck for deliveries or passenger loading (Fehr & Peers, 2019).

The Project is not anticipated to have a significant long-term or a cumulative adverse impact on the existing traffic network in the Project area; and/or substantially decrease the LOS of the existing roadway network (e.g. change in LOS A to LOS F).

Future Traffic Plans to be Submitted, As Required by DPP

1. A Construction Management Plan (CMP) will be submitted to DPP for review and approval prior to the issuance of demolition/building permits for major construction work. The CMP will identify the type, frequency, and routing of heavy trucks and construction related vehicles. Every effort will be made to minimize impacts from these vehicles and related construction activities. The CMP will identify and limit vehicular activity related to construction to periods outside of the peak periods of traffic where feasible, utilizing alternate routes for heavy trucks, provisions for either on-site or off-site staging areas for construction related workers and vehicles to limit the use of on-street parking around the Project site, and other mitigation measures related to traffic and potential neighborhood impacts. Preliminary or conceptual traffic control plans will be included in the CMP. The Applicant will document the condition of roadways prior to the start of construction activities and provide remedial measures, as necessary, such as restriping, road resurfacing, and/or reconstruction if the condition of the roadways has deteriorated as a result of the related construction activities.
2. A Traffic Management Plan (TMP) will be submitted and approved prior to the issuance of the (temporary) Certificate of Occupancy (CO). The TMP will demonstrate how the loading area will be managed with the mix of residential drop-off/pick-up as well as trash pick-up and commercial loading activities.
3. Updates to the Focused Mobility Analysis Report (MAR) will be provided approximately one year after the issuance of the CO, to validate the traffic projections, trip reduction rates, distribution, and assignment contained in the initial MAR dated August 6, 2019.

The Applicant received the following comments from the Department of Transportation (DOT) in a letter commenting on the NEPA EA, on April 29, 2020 requesting: 1) that the Applicant will consult with DOT during preparation of a CMP addressing construction related traffic and proposed safety measures. The CMP will be submitted for review and approval by CCH prior to issuing demolition and construction permits; and 2) the Applicant will obtain a permit from the HDOT to transport oversized equipment/overweight loads within state highway facilities, if needed. Agency comments and the Applicant response is in **Appendix D – Agency Comment Letters.**

4.10.6 Solid Waste Collection and Disposal

<u>Existing Conditions</u>

Since the site is vacant and unused, solid waste is not currently being generated at the site.

Potential Improvements

A private company will pick up and transport solid waste generated by this Project and transport it to an approved disposal facility.

4.10.7 Storm Water and Drainage

Existing Conditions

The Project Site is almost entirely covered by impervious surfaces, consisting of an existing building and an asphalt paved parking lot. Storm water runoff flows from the Project Site toward a concrete swale near the southern most driveway and into a catch basin on River Street. The existing drainage system fronting the Project Site consists of concrete gutters along both sides of River Street and curb inlets/catch basins located at the northwest boundary and near the intersection of River Street and North Kukui Street. Underground 18-inch diameter, reinforced, concrete pipes run from the catch basins and discharge into the adjacent Nuʻuanu Stream (Gray et al., 2019).

Proposed Improvements

Construction will involve excavation, trenching and other ground disturbing activities. Once construction is completed, approximately 94% of the Project Site will be impervious surfaces of either paved or roof topped areas. On-site storm water will be collected by drain inlets, biofiltration cells and underground drainage pipes which are anticipated to connect to the existing catch basin located in River Street (Gray et al., 2019). Four (4) biofiltration units are located in the landscaping along the right (Makai) side yard; one (1) biofiltration unit is located in the courtyard (see sheet A-111 in **Appendix C – Drawings**). On-site water retention is not required or provided.

Pollution control measures and Best Management Practices (BMPs) will be installed by the General Contractor to prevent soil loss and sediment discharges into Nuʻuanu Stream and to ensure short-term adverse impacts to Nuʻuanu Stream are avoided. The Project will not require an NPDES permit for construction storm water runoff, as the project size is less than 1.0 acre. BMPs will be employed in all phases of the Project. BMPs will be installed prior to the start of construction, will be maintained throughout the construction period, and permanent BMPs will be installed once construction is complete. BMPs will generally include a stabilized construction ingress/egress, catch basin inlet protections, and temporary filter sock perimeter controls. Permanent BMPs are listed on sheets C005 and C006 in **Appendix C – Drawings**.

4.10.8 Required Permits and Approvals

A list of permits and approvals that may be required is provided in **Table 11**: **Required Permits and Approvals** below. All permits/approvals are pending, except for the following:

- FAA – Determination of No Hazard to Air Navigation for this Project;
- Sewer Connection Application – Adequate Determination;
- DCAB review of construction documents – Completed.

Table 11: Required Permits and Approvals

Permit / Approval	Responsible Agency / Organization
Section 106, NHPA Consultation	City, DLM; State, SHPD; Federal
Aeronautical Study, form 7460-1	Federal, Federal Aviation Administration (FAA)
HRS, Chapter 201H, Affordable Housing Exemptions	DPP and City Council
201H Development Agreement	DPP and City Council
Development Agreement and Ground Lease	City Council
Park Dedication Requirement	DPP
Construction Plan Review and Approval, including Building, Electrical, Plumbing Permits; Grading/Trenching Permits; Clearing and Grubbing Permit; Stockpiling Permit; Sidewalk/Driveway Permit; Demolition Permit	DPP
Sewer Connection Application	DPP
Construction Management Plan	DTS, DPP
Traffic Management Plan	DTS, DPP
Focused Mobility Analysis Report	DTS, DPP
Certificate of Occupancy	DPP
Storm Drain Connection Permit	DPP
Construction Plan Review and Approval Water System Connection	BWS
Construction Plan Review and Approval Fuel Tank Permit	HFD
Street Usage Permit	DTS
Erosion and Sediment Control Plan Clean Water Pollution Plan Post-Construction Best Management Plan	DPP, DFM
Street Tree Permit	DPR, DPP
Community Noise Permit Noise Variance Permit	HDOH
HRS, §103-50 Accessibility Compliance	HDOH, DCAB
Dumb Lift Permit; Man Hoist Permit; Elevator Permit	State, DLIR

4.10.9 Topography and Soils

Existing Conditions

The Project Site is approximately trapezoidal in shape, with existing ground elevations ranging from +8 to +10 feet above mean sea level (MSL) (Geolabs, 2017). See **Figure 13: Topography.**

Proposed Improvements

Due to the existing relatively level topography at the site, the Project will involve minimal site grading work. Areas within the grading limits will be cleared and grubbed thoroughly. The Project will use a deep foundation system consisting of micropiles with a diameter of 7.625 inches, extending about 75 to 120 feet below the bottom of the foundation cap elevations. See Geotechnical Engineering Exploration in **Appendix I – NEPA EA and Appendices.** Grading, excavation, and other construction activities required for the Project will be in accordance with City and State regulatory requirements.

Figure 13 – Topography

5. EXEMPTIONS AND WAIVERS

5.1 JUSTIFICATION

The exemptions in **Table 13: Summary of Requested Exemptions and Waivers** are requested to improve Project financial feasibility. The entire Project (100%) will be affordable rental project for seniors 62 and older; 139 units (90% of the rentable units) will be restricted to seniors earning 60% or below of AMI and the remaining 16 units (10%) to seniors earning 80% or below of AMI.

This Project complies with the Downtown TOD Special District design standards and guidelines where feasible. Most importantly it expands the diversity of housing choices in proximity to the proposed Chinatown rail station, existing businesses, and neighborhood amenities, which is consistent with the Downtown Neighborhood TOD Plan. See **Section 4.2.3 Compliance with TOD Design Standards and Guidelines** for additional design elements of this Project that comply with TOD standards. See **Section 2.2 DPP's NEPA EA Comments** for additional justification and Project design features needed to support affordable housing.

<u>Park Dedication, BWS, Wastewater, and Permit Fee Waivers</u>
This Project would be exempt from Park Dedication requirements and BWS, Wastewater, and permit fees based on Ordinance No. 18-1 that allows exemptions and fee waivers for projects with affordable rental dwelling units that comply with HRS Section 201H-36(a)(5).

To be eligible, HRS Section 201H-36(a)(5) requires projects: be developed under HRS Section 104-2(i)(2); provide affordable rental housing through new construction or substantial rehabilitation; and that all available units are for households with incomes at or below 140% of AMI. Therefore, this Project meets all requirements. The Project is new construction and all rental units will be at 80% AMI and below. Furthermore, HHFDC funds for this Project are conditioned on compliance with HRS Section 104, relating to wage and hour requirements applicable to the project and the use of State Funds. But requests for fee waivers are not guaranteed approval, so requests for fee waivers have been included in this application.

Park Dedication fees are calculated as the lesser amount of the two following methods, and therefore, 10,770 sq ft x 53.20 $/sq ft = **$572,964** is the estimated Park Dedication value.

<u>10% of maximum permitted floor area:</u>
- Lot Area: 26,925 sq ft x 4.0 FAR = 107,700 sq ft x 10% = 10,770 sq ft

<u>110 sq ft per unit:</u>
- 110 sq ft / unit x 156 units = 17,160 sq ft

Although not all the following areas may be considered park area, this Project will provide 12,938 sq ft of recreation space for senior residents as follows: 4,686 sq ft Recreation Deck and Dog Area (on Recreation Deck); 1,944 sq ft Activity Room 1 and 2; 215 sq ft Computer Room; 545 sq ft Social Service Support areas; 521 sq ft Rest rooms; and 640 sq ft Gardening Deck. Also, the 4,932 sq ft Multi-purpose room, Warming Kitchen, and Storage will be available to residents and the neighborhood.

<u>Fees Not Exempt by Ordinance 18-1 and BWS</u>
If fees exempted by Ordinance 18-1 and BWS are excluded from the total value of exemptions listed in **Table 13: Summary of Requested Exemptions and Waivers**, the remaining fee exemptions requested under this 201H application, total $16,436.

5.2 COMPARISON TO RESOLUTION

Resolution 16-70, CD1, FD1 (**Appendix J**) included 5 recommendations for the Applicant to address in the Project. The following **Table 12: Comparison of Resolution to Project** shows that the Project complies with 4 out of 5 recommendations. In the case where it was not feasible to fully meet the recommendation, the Project design includes other mitigating features.

As part of the Project's set of anticipated discretionary approvals, the Developer intends to seek the City Council's approval of **23'-3" instead of the 40' setback** requested from the residential tower to the makai property line, see **Figure 14 – Setbacks at the Makai Property Line**. The Land Use Ordinance does not mandate a minimum side yard setback. When approving the Project's current Development Agreement, the City Council wanted the Developer to address one neighbor's recommended 40-foot setback (30'-0" from the residential tower to the parking podium + 10'-0" from the parking podium to the makai property line). After working diligently with the Developer's construction, engineering and financing team to accommodate the neighbor's desired setback, it was determined that this setback would not be physically possible if the Project was to retain all required units, parking and community space, nor would it be financially feasible. However, by setting the tower back from the parking podium and implementing landscaping and large openings in the parking podium, the Developer has mitigated to the fullest extent possible the proximity of the tower to the neighbor's boundary. Accordingly, the Developer intends to request that the City Council approve a modification to the requested setback to 23'-3" (13'-6" setback from the makai property line to the parking podium and 9'-9" from the parking podium to the residential tower) and memorialize the modification in an Amended and Restated Development Agreement and Ground Lease. This request does not specifically need to be included in the list of 201H exemptions, but it will come before the City Council concurrently as a package of resolutions they review on the 201H exemptions, Amended and Restated Development Agreement and Ground Lease.

Figure 14 – Setbacks at the Makai Property Line

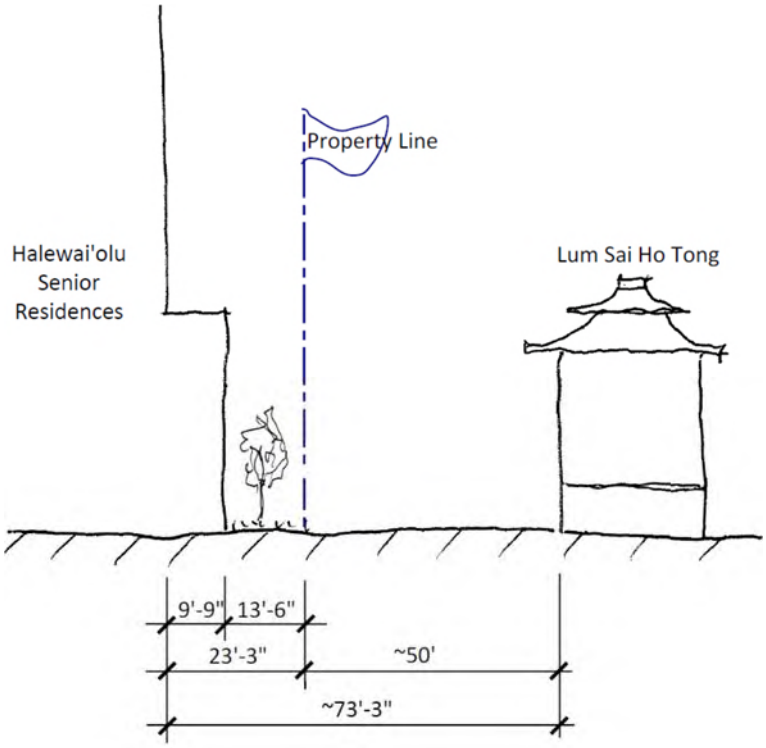


Table 12: Comparison of Resolution to Project

Reso 16-70, CD1, FD1 recommendations for Applicant to address	Halewai'olu Senior Residences Features
1. [The residential tower be setback **40'** from the property line.][4]	The Land Use Ordinance does not mandate a minimum side yard setback for BMX-4 districts. A thirty-foot distance would not be physically possible if the Project was to retain all required units, parking and community space, nor would it be financially feasible. However, by setting the tower back from the parking podium and implementing **landscaping and large openings in the parking podium**, the Applicant has mitigated to the fullest extent possible the proximity of the tower to the neighbor's boundary. The setback from the property line to the residential tower is **23'-3"**, and the distance from the residential tower to the parking podium edge is 9'-9".
2. The Project improvements facing in the Diamond Head direction be set back at least **3'-1"**, from the Project's eastern boundary line, and the Project include maximum ventilation openings, in both the Diamond Head and makai garage walls, beginning at the Diamond Head-makai corners of the garage;	The Diamond Head setback is **3'-10"** and includes **maximum ventilation openings** in the Diamond Head-makai corners of the garage.
3. The makai garage wall facing the Lum Sai Ho Tong Temple have a minimum **10'** setback;	The makai garage wall facing Lum Sai Ho Tong setback is **13'-6"**.
4. The makai garage wall have a living plant installation; and	The makai garage wall will have a living plant installation and additional landscape screening.
5. The Lessee obtain statements from each resident in the development in which the resident acknowledges that the resident will be living next to a mortuary and that the mortuary requests that residents respect the privacy of its operations;	Project will fulfill these resident disclosures during lease-up.

[4] 30' from the residential tower to the parking podium's edge + 10' from the garage wall to the property line = 40'.

Table 13: Summary of Requested Exemptions and Waivers

Reference	Requested Exemption	Justification	Estimated Value
Plan Review Fees 18-6.1	Exemption from plan review fees.	Ord 18-1 – waives plan review fees for 201H affordable housing. Should this Project not meet Ord 18-1 criteria, an exemption is justified based on the amount, level and term of this Project's affordable rental units.	$30,000
Building Permit Fees 18-6.2	Exemption from building permit fees (including demolition, building, foundation, plumbing, electrical, fire sprinkler, etc.).	Ord 18-1 – waives permit fees for 201H affordable housing. Should this Project not meet Ord 18-1 criteria, an exemption is justified based on the amount, level and term of this Project's affordable rental units.	$320,000
Grading, Grubbing, and Stockpiling permit 14-14.4	Exemption grading stockpiling, grubbing and de-watering fees.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	$1,155
Wastewater System Facility Charge Sewer Connection Fee 14-6.4, 14-10.1 to 10.3, 10.6	Waiver from payment of wastewater system facility charges and connection fees. If required, reduction and deferral of fees until certificate of occupancy.	Ord 18-1 – waives water system facility fees for 201H affordable housing. Should this Project not meet Ord 18-1 criteria, an exemption is justified based on the amount, level and term of this Project's affordable rental units.	$192,000
Storm Drain Connection 14-12.12	Exemption from storm drain connection license fee.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	$200
Fire Department Plan Review Fees 20-1.1(3)	Exemption from HFD plan review fees.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	$14,056
Board of Water System Facility Fees and Water Meter, Installation Charges and Connection Fees Sections 1-102, 2-202 of the BWS Rules	Waiver from BWS Rules and Regulations to waive payment of water system connection, facility, meter, and connection fees. If required, deferral of fees until certificate of occupancy.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	$285,000

Reference	Requested Exemption	Justification	Estimated Value
Erosion and Sediment Control Fee 14-13.6	Exemption from Erosion and Sediment Control Plan review fee.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	$250
Trenching 14-17.1	Exemption from trenching, repair and service permit fees.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	$775
Park Dedication 22-7	Exemption from Park Dedication requirements.	Ord 18-1 – waives park dedication fees for 201H affordable housing. Should this Project not meet Ord 18-1 criteria, an exemption is justified based on the amount, level and term of this Project's affordable rental units.	$572,964
FAR 21-3.120-2(b) Table 21-3.4	Exemption from maximum FAR of 5.9 instead of 4.0.	The increase of 1.9 in the maximum allowed 4.0 FAR is not a significant increase in floor area considering the amount, level and term of our affordable rental units. In addition, the Downtown TOD Plan allows up to 7.5 FAR for projects providing community benefits (i.e., affordable housing). The amount, level and term of these affordable rental units qualifies for at least a 5.9 FAR.	Not applicable
Front Yard Setback 21-3.120-2(b) Table 21-3.4 Figure 21-3.8	Exemption from the 5-foot minimum front yard setback for BMX-4 zoned lots to allow 0 feet setback at the Multi-Purpose Room.	Consistent with the TOD Special District development standards, locating the multi-purpose room in the front yard with a "transparent façade"[5] will help activate the street. Reduced setback allows the multi-purpose room to provide greater gathering space for residents and the neighborhood.	Not applicable
Off-street Parking Requirements 21-6.20 Table 21-6.1 Table 21-6.2	Exemption from minimum parking stall requirements.	The amount of parking stalls needed for senior housing would normally be 1 per four units, plus 1 stall for the resident manager's unit, which would be 40 stalls. In addition, being in the TOD area and with the multi-modal travel options available, 51 stalls should be adequate to service the needs of residents.	Not applicable
Arrangement of Parking Spaces 21-6.40(c)	Exemption from arrangement of parking stall requirements that limits the configuration of tandem parking.	Allowed through the 201H process, justified based on the amount, level and term of our affordable rental units. This is also consistent with DPP's strategy to unbundle parking from units.	Not applicable

[5] See section 4.2.2 for discussion of transparent area within the façade.

Reference	Requested Exemption	Justification	Estimated Value
Off Street Loading Requirements 21-6.100	Exemption from loading stall requirements to only require 1 loading stall (8'-6"x19'-0").	The Project is just six units over the 150 units that would require just one loading stall. Also, the small lot area limits the space that can be dedicated to a large loading and maneuvering area.	Not applicable
Bicycle Parking Quantity 21-6.150(a)	Exemption from the minimum number of bicycle parking stalls for residential uses from 16 short-term spaces to 6 spaces, and 78 long-term spaces to 76 spaces for a total of 82 spaces for residential stalls.	A minor reduction in the total number of bicycle stalls required, recognizes the projected lower use of bicycles by senior residents, compared to a typical affordable family project.	Not applicable
Bicycle Stall Dimensions 21-6.150(d)	Exemption from bicycle stall dimensions of 2'-0" x 6'-0" minimum to allow 1'-4" x 6'-0" high-density, offset bicycle parking.	More efficient bicycle parking allows more space to be used for other resident activities on the Recreation Deck level.	Not applicable
Bicycle Parking Stall Location 21-6.150(b)	Exemption from standard to locate short-term bicycle parking as close as possible to the entrances of the principal uses on a lot so that it is highly visible and easily identifiable to allow bicycle parking at the loading entrance.	Directional signage will show the location of bicycle parking.	Not applicable
BMX Development Standards -— Landscaping 21-3.120-2(c)(1)	Exemption from requirement that all yards must be landscaped except for necessary access drives and walkways.	Allowed through the 201H process, justified based on the amount, level and term of our affordable rental units. A more resilient, all-weather surface allows greater flexibility for courtyard events i.e., as an outdoor extension of the multi-purpose room or gathering for small social activities.	Not applicable
Front Yard Setback in TOD Special District 21-9.100-8(a)(3)(A), and TOD Design Guidelines	Exemption from minimum and maximum front yard setbacks.	Minimum and maximum front yard setbacks not yet established for BMX-4 districts in TOD Special District.	Not applicable
Setback Improvements TOD Special District 21-9.100-8(a)(3)(E)(ii)	Exemption from standard requiring other portions of ground floor residential uses that encroach into the front yard to be landscaped and other portions of the front yard to be landscaped except for necessary drives and walkways.	TOD rules allow flexibility in design and building to the front property line is consistent with the character of the neighborhood.	Not applicable

Reference	Requested Exemption	Justification	Estimated Value
Street Façade and Building Placement TOD Special District 21-9.100-8(a)(3)(D)(iii) and TOD Design Guidelines	Exemption from requirement that the ground floor building façade be located within the maximum front setback for 65% of the linear street frontage, to allow the Project façade to be located within 10-feet of the front property line for only 40% of the street frontage.	A courtyard is located at the street frontage provides a gathering place that is encouraged in other sections of the TOD district standards.	Not applicable
Vehicle Parking, Loading, and Bicycle Parking 21-9.100-8(c)(3)	Exemption from standard to locate service areas and loading stalls at the side or rear of the site.	River Street frontage is the sole means of in/egress. Site is constrained and loading/service areas cannot be located at the rear of the site.	Not applicable
Vehicle Parking, Loading, and Bicycle Parking 21-9.100-8(c)(5)	Exemption from standard that ground floor of parking structures on all streets must be designed and used for active ground floor activities within 40 feet of the front property line, to allow the HECO (required) switch vault to be located close to the street.	As essential infrastructure, the HECO vault room needs to be located at the front of the property, with direct access to the street but it is not considered an "active ground floor activity."	Not applicable
Building Orientation and Entrances 21-9.100-8(a)(4)(C)	Exemption from standard that requires one entrance placed every 50 feet of the building façade facing a street or pedestrian plaza.	The multi-purpose room transparent façade[6] activates the streetscape and meets the intent of 1 entrance every 50 feet. It will have two doors facing the courtyard. Multiple points of entry along River Street are not required for the multi-purpose room and create a security risk.	Not applicable
Structured Parking and Podiums (TOD Design Guidelines)	Exemption from standard requiring parking podiums along streets or where visible to the public be lined with habitable spaces or screened with a green wall or architecturally integrated false façade or screen.	Project is designed with solid concrete crash railings, which will be more effective than a decorative screen or green wall in blocking vehicle headlights. Visual screening of the parking podium will also be provided by street trees, courtyard fencing and courtyard tree, the transparent façade of the multi-purpose room, and the substantial setback between the parking podium and River Street, ranging from 13 feet to 76 feet. See **Figure 1: Screening at the Parking Podium.** Exemption is also necessary for Project financial feasibility; maintaining green walls is expensive for affordable rental housing.	Not applicable

[6] See section 4.2.2 for discussion of transparent area within the façade.

Reference	Requested Exemption	Justification	Estimated Value
Structured Parking and Podiums (TOD Design Guidelines)	Exemption from standard requiring structured parking to be located underground when feasible.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	Not applicable
Structured Parking and Podiums (TOD Design Guidelines)	Exemption from standard requiring that parking podiums must be built with standard ceiling heights and level floors, to allow the design, as proposed.	Exemption supports Project financial feasibility and is justified based on the amount, level and term of this Project's affordable rental units.	Not applicable
Downtown TOD Special District Permit Process 21-2.40-2 Major Permits	Exemption from Major Permit process for the Downtown TOD Special District.	Project is being processed through the 201H process and is not requesting significant TOD bonuses.	Not applicable
PD-T / IPD-T Permit Process 21-2.110-2	Exemption from Planned Development-Transit and Interim Planned Development-Transit permit requirements.	Project is being processed through the 201H process and is not requesting significant TOD bonuses.	Not applicable

6. SEWER CONNECTION APPLICATION

Sewer Capacity is available for this Project. See **Appendix E – Will Serve Letters**.

7. BWS – WILL SERVE LETTER

The existing water system is adequate to accommodate the Project. Water availability will be confirmed when the building permit application is submitted for approval. See **Appendix E – Will Serve Letters**.

The Applicant will continue to coordinate with the authorities having jurisdiction the Project progresses. The Project will obtain necessary permits and regulatory approvals prior to construction.

8. HECO – WILL SERVE LETTER

Existing distribution circuits are available to serve this Project but may need to be upgraded depending on the size of our project's load. See **Appendix E – Will Serve Letters**.

The Applicant will continue to coordinate with the authorities having jurisdiction the Project progresses. The Project will obtain necessary permits and regulatory approvals prior to construction.

9. DEVELOPMENT SCHEDULE

The Applicant anticipates starting construction before the end of 2020.

Table 14: Development Schedule

Activity	Completion Date
Construction Plan Approval and Ministerial Permitting	Dec 2020
Construction Financial Closing	Dec 2020
Construction Start	Dec 2020
Building Completion	Sep 2022

10. PROJECT MANAGEMENT PLAN

The Project Management Plan is provided in **Appendix F**.

11. LOCATION MAP AND PRIMARY URBAN CENTER DEVELOPMENT PLAN LAND USE MAP

Primary Urban Center Map, see Figure 7 - Primary Urban Center Development Plan Land Use Map.

12. PLANS

See **Appendix C- Drawings for 201H** and **Table 15: Where to Find Information on the Drawings**, below.

Table 15: Where to Find Information on the Drawings

Feature	Sheet	Comment
Property Lines, lot area, easements, purpose of easements	A-111	– No easements. – Lot Area on G-101 Zoning Summary
Existing and Proposed Improvements. Indicate if structures will remain, be altered or removed.	C-004	– Demolition Plan shows existing building and parking lot to be demolished.

Feature	Sheet	Comment
Dimensions of Proposed and Existing Buildings, all Setbacks	A-111	
Existing contours; proposed Grading shown with contours or spot elevations	C-004	– Grading Plan with 1-foot contours; site is flat
Floor plan and area calculations showing all dimensions used in calculating proposed floor area and building area. Indicate the elements used in the calculation and include the tabulation of total proposed floor area and total allowable floor area.	A-111 to A-114	– Parking garage and ramps are not included in floor area – See also Table 8: Floor Area by Level
	G-101	– Zoning Summary provides Total Proposed Floor Area, FAR, and Allowed Area
Exterior building elevations and sections with dimensions and existing/proposed finish grades, including building heights and envelopes.	G-101	– See height setback graphic on G-101 showing height setback envelope.
	A-301 to A-306 A-331 to A-334	– Exterior Elevations – Sections – Max height is shown as 350', far above the proposed 173' penthouse.
Open space plans and open area calculations, including the total proposed and total required open space.	N/A	– Compact site; open space is not required. No open space bonus.
Off-street parking and loading plans and calculations with dimensions of all stalls, aisles, driveways and setbacks from property lines and proposed structures, showing the total number of proposed parking and loading stalls.	A-111, A-112, A-113 G-101	– Sheet A-112 notes: "Except for Compact stall 25, all Parking stalls are regular size minimum 8'-3" x 18'-0" long". – Calculations for Loading, Off-Street Parking and Bike Parking on G-101, Zoning Summary.
Preliminary landscaping and screening plans.	L-100 and L100A	

13. DEVELOPMENT COSTS AND FINANCING

The Project will be funded with private equity through the Internal Revenue Tax Code, Section 42, Low-Income Housing Tax Credit (LIHTC) program, along with funds from the State Hula Mae Multi-Family tax-exempt bonds (HMMF), and Rental Housing Revolving Fund (RHRF) programs that were awarded by the Hawai'i Housing Finance and Development Corporation (HHFDC) to HSD in February 2019. Project may include operating subsidies. Residents with Housing Choice Vouchers (Section 8) are welcomed to apply.

The Project budget is approximately $93.6 million, subject to review of the final construction costs. See **Table 16: Estimated Budget.**

Table 16: Estimated Budget (in 2020 dollars)

Use	Amount
Land	$ 0
Site Work Construction	$ 4,800,000
Vertical Construction	$ 63,700,000
Soft Costs and Other Fees	$ 10,900,000
Financing and Syndication Costs	$ 13,000,000
Reserves and Escrows	$ 1,200,000
Estimated Total Development Cost	**$ 93,600,000**

14. APPLICANT'S EXPERIENCE DEVELOPING AND MANAGING AFFORDABLE HOUSING

The Applicant's Experience Developing and Managing Affordable Housing is provided in **Appendix G**.

15. RENTAL RATES AND ESTIMATE OF MONTHLY UTILITY COSTS

Affordable rents applicable to this Project are provided in **Table 5: Maximum Affordable Rent for 2020**. Utility Allowances are provided in **Table 6: Proposed Utility Allowances for 2020**. The **Table 16**, below, is the full Maximum Affordable Rent Guidelines table provided by HHFDC.

Table 17: Maximum Rental Rates for 2020

HHFDC

AFFORDABLE RENT GUIDELINES* 2020

Affordable rents are based on 30% of income (including utilities)**

Area	$101,600	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
HONOLULU COUNTY						
30% of Median		$661	$708	$850	$982	$1,095
50% of Median		$1,102	$1,181	$1,417	$1,636	$1,826
60% of Median		$1,323	$1,417	$1,701	$1,964	$2,192
80% of Median		$1,764	$1,890	$2,268	$2,619	$2,922
100% of Median		$2,205	$2,362	$2,835	$3,273	$3,652
120% of Median		$2,646	$2,835	$3,402	$3,928	$4,383
140% of Median		$3,087	$3,307	$3,969	$4,583	$5,113

*Please note that area market rents may be lower than these rent guidelines.

**Monthly rent levels would include the cost of the following utilities: water, sanitary sewage services, electricity and gas (where applicable). Please refer to the Utility Allowance Schedule for each island.

16. COMMUNITY OUTREACH AND COMMENTS RECEIVED

16.1 NEPA EA REVIEW AND COMMENT

The full list of agencies, organizations, and individuals contacted during the NEPA environmental review process are provided in the NEPA EA document, Section 7.0 – Agencies, Organizations, and Individuals Consulted. See **Appendix I – NEPA EA and Appendices.**

16.2 DOWNTOWN-CHINATOWN NEIGHBORHOOD BOARD NO. 13

The Project was presented at eight NB meetings from August 2015 to December 2019. See **Table 18: Community Outreach Timeline** for the dates. A motion to support the Project's conceptual design passed unanimously at the Board's November 5, 2015 meeting. The City and HSD continue to give updates to the Board, presenting design revisions based on community comments. A full record of consultation with and presentations made to the Board is included in the Downtown Neighborhood Board No. 13 Meeting Record in **Appendix I – NEPA EA and Appendices**. The Applicant will continue to present updates and consult with the community as the Project design moves forward.

16.3 PUBLIC INFORMATION MEETINGS

The Applicant began conducting community outreach in August 2014 with various Downtown-Chinatown community stakeholders. Community input was also included in developing the Community Provisions section of the Development Agreement between the Applicant and the City, and in consideration of the Project design. The Applicant modified the Project in consideration of the feedback received at the meetings. See **Table 18: Community Outreach Timeline** below.

Stakeholders in the Downtown-Chinatown community admonished the Applicant for making private presentations that were not open to the broader Chinatown community and interested stakeholders. Therefore, private meetings to discuss the project with individual organizations were discontinued after March 2016 (**Table 19: Individual and Small Group Stakeholder Meetings**).

Table 18: Community Outreach Timeline

No.	Date	Stakeholders
1	2015-05-26	Chinatown Business Leaders Presentation
2	2015-05-26	Participated in Mayor's Press Conference
3	2015-06-30	Design Workshop
4	2015-07-14	Development Agreement Community Provisions Discussion
5	2015-08-06	Presentation to NB No. 13
6	2015-09-11	Chinatown Community Tours of the Towers of Kūhiō Park
7	2015-10	Chinatown Community Tours of the Towers at Kuhio Park
8	2015-11	Chinatown Community Tours of the Towers at Kuhio Park
9	2015-11-05	Presentation at NB No. 13 (Concept Unanimous Approval)
10	2015-12-01	Presentation to Chinese Media (World Journal, Sing Tao Newspaper)
11	2015-12-08	Presentation at Community Planning for Kalihi to Kaka'ako Meeting
12	2016-02-04	HSD /City Update to Downtown Chinatown NB No. 13
13	2016-02-24	Neighbor Meeting
14	2016-03-01	Neighbor Meeting
15	2016-03-03	HSD / City Update to NB No. 13
16	2016-03-08	Community Meeting
17	2016-03-14	Community Meeting

No.	Date	Stakeholders
18	2017-04-12	Meeting with State Historic Preservation Division
19	2017-06-01	HSD / City Update to NB No. 13
20	2019-04-04	HSD / City Update to NB No. 13
21	2019-05-01	Community Meeting
22	2019-05-08	Presentation to O'ahu Burial Council
23	2019-06-25	Public information meeting for NEPA, HRS, Chapter 6E-8 & Section 106
24	2019-08-14	Presentation to O'ahu Burial Council
25	2019-09-19	Public information meeting for NEPA, HRS, Chapter 6E-8 & Section 106
26	2019-10-03	Downtown-Chinatown Neighborhood Board No. 13 (HRS, Chapter 201H)
27	2019-10-29	O'ahu Island Burial Council recognizes "Ohana Caceres as cultural descendants to burials encountered during AIS fieldwork
28	2019-11-07	Downtown-Chinatown Neighborhood Board No. 13 (HRS, Chapter 201H)
29	2019-11-19	Memorandum of Agreement Meeting
30	2020-01-23	On-site meeting with recognized cultural descendants and potential cultural descendants to discuss burial treatment

Table 19: Individual and Small Group Stakeholder Meetings

No.	Date	Stakeholders
1	2014-08-06	Chinatown Community information meeting at Chinese Chamber of Commerce
2	2014-11-03	Proposal Update: Wesley Fong and Howard Lum of Chinatown Community Center Association
3	2015-05-21	Meeting with Speaker Emeritus Calvin Say: Introduction to the Project
4	2015-07-20	Meeting with Representative Karl Rhoads: Introduction to the Project
5	2015-07-21	Meeting with Neighborhood Board No. 13 Member Stanford Yuen: Clarification on Design and Schedule
6	2015-07-27	Meeting with Councilmember Ozawa: Introduction to the Project
7	2015-10-13	Meeting with Councilmember Pine and Staff: Introduction to the Project
8	2015-10-26	Meeting with Chu Lan Shubert-Kwock: Neighborhood Board No. 13 Member Clarification on Design and Schedule
9	2015-10-29	Legislator Update: Councilmember Fukunaga, Senator Chun-Oakland, Representative Rhoads
10	2015-10-30	Lum Sai Ho Tong Society Update: Howard Lum and Kehaulani Lum by WRNS Studio Architect Adam Woltag
11	2015-11-09	Meeting with: Council Chair Martin and Budget Chair Kobayashi: Introduction to the Project
12	2015-11-23	Chinatown Community Center Association and Lum Sai Ho Tong Update: Design Revision Discussion
13	2015-12-16	Chinatown Community Center Association and Lum Sai Ho Tong Update: Design Revision Update
14	2016-01-05	Update to Chinatown Community Center Association President Wesley Fong
15	2016-01-12	Update to Chinatown Community Center Association President Wesley Fong
16	2016-01-21	Update to Chinatown Community Center Association President Wesley Fong
17	2016-01-27	Update to Chinatown Community Center Association President Wesley Fong
18	2016-02-03	Update to Chinatown Community Center Association President Wesley Fong

Based on the comments from the Downtown-Chinatown business and community members that have attended various presentations, workshops and meetings, the Applicant refined the conceptual plan, while retaining the essential components expected by the City from the Request for Proposals and Development Agreement.

Revisions from the original concept related to height, mass, adjacency, cultural reference, design, building code and budget include the following:

- **Massing** – The various revisions involved a massing change from two towers at different heights to a single tower that was shifted Mauka from the Makai boundary, along with a reduction in unit square footages, which helped to reduce the residential tower footprint and lessen its visual impact. The footprint of the parking podium and the community room have remained essentially the same, but were shifted slightly to increase building setbacks from zero to about three 3 feet from the Mauka and Diamond Head property lines and about 13 feet from the Makai property line.
- **Height –** Revisions also included a height reduction from 25 levels to 17 levels and design efficiencies allowed for an increase from 151 units to 156 units. Parking was reduced from three (3) to two (2) levels, decreasing the number of parking stalls from the conceptual 67 to 51.
- **Adjacency and Makai Façade** – When the Makai setback was increased to about 13 feet, a green landscape buffer was added between the Project and its Makai neighbor. The recreation deck was modified to improve openness and airflow, which reduced the solid portion of the Makai parking podium wall to about 30-foot high, which is closer to the existing building height on the Makai property. The parking podium wall was also pulled back away from the River Street property line to improve visibility at the corner, reduce the bulkiness of the building and improve airflow. Additional openings were added in the Makai and Diamond Head side of the parking podium walls to reduce bulk and improve airflow. The Makai setback to the residential tower was also increased by about 10 feet. The distance from the makai parking podium wall to the residential tower is 9-feet-9-inches. The result is an open distance from building to building of approximately 60 feet (from the residential tower to the existing building on the Makai neighboring lot).
- **Sustainability** – Each unit will have operable windows and will also have air conditioning.
- **Color and Cultural References** – All building materials are now denoted with natural materials and colors. Cultural references may include the Longevity symbol at the entrance to the building. There will also be opportunity to include culturally inspired plantings, reflective of Chinese culture.
- **Open Space** – Open space will be provided by the courtyard at the ground floor entrance and green space will be provided at the Makai landscape area. The garden area on the 2nd level and the recreation deck on the 4th level will create additional space for the residents. Chinese heritage plantings will be used as much as practical in the Makai property green landscape.
- **Feng Shui** – The Applicant worked with different Feng Shui professional consultants to address community concerns related to Feng Shui principles. Dr. Simona Mainini generated a Feng Shui Evaluation report indicating that in general, the concept design, entrance, location, position, and orientation will be good for health, relationships, and prosperity.
- **Multi-purpose and Activity Rooms** – These ground-floor facilities will be used to support the senior residents and will be available for neighborhood events. Better Tomorrows will be coordinating with the Downtown-Chinatown NB No. 13; United Chinese Society, Chinese Chamber of Commerce, and Chinatown Community Center Association, along with a cross section of other interested organizations to form an Advisory Committee. Better Tomorrows will coordinate activities and consider requests with input from the Advisory Committee.
- **Retail Shop** – Careful consideration will be given to the type of business to assure that the needs of the facility are serviced.

17. FOCUSED MOBILITY ANALYSIS REPORT (TRAFFIC IMPACT STUDY)

The Focused Mobility Analysis Report (MAR) analyzed existing traffic operations at two intersections near the Project Site (Kukui Street/Maunakea Street and Kukui Street/River Street), estimated trip generation, reviewed site access and considered the Project's potential impacts on pedestrian, bicycle and transit modes (Fehr and Peers, 2019). See Focused Mobility Analysis Report in **Appendix I – NEPA EA and Appendices.** A summary of the findings of the MAR is provided in **Section 4.10.5** of this 201H Application.

18. STATE LAND USE COMMISSION

The subject Project site is located in the "Urban" district (**Figure 2 – State Land Use Map**) and will not require a Land Use Commission application.

19. DRAFT 201H DEVELOPMENT AGREEMENT

A Draft 201H Development Agreement is provided in **Appendix H**.

20. ADDITIONAL INFORMATION

20.1 HAZARDOUS WASTES AND MATERIALS

Existing Conditions

Hazardous Materials

A *Hazardous Materials Assessment Survey* ("HMAS") did not find lead-based paint (LBP) above the EPA/HUD regulatory level of 0.5% lead by weight. See Hazardous Materials Assessment Survey in **Appendix I – NEPA EA and Appendices**. Other potentially hazardous materials observed on the Project Site include the following: Polychlorinated Biphenyls- Containing (PCB) units such as fluorescent lighting fixtures; mercury-containing fluorescent bulbs and high intensity discharge lamps; chlorofluorocarbon (CFC)-containing air conditioning units; ionizing radiation smoke detectors containing a small radioactive source (typically Americium 241); and emergency exit light fixtures that contain a rechargeable lead-acid battery (Ford & Associates, 2019).

Phase I Environmental Site Assessment

A Phase I ESA revealed no evidence of recognized environmental conditions, as defined by ASTM, in connection with the subject property, except for as stated below. A complete copy of the Phase I Environmental Assessment is provided in **Appendix I – NEPA EA and Appendices.**

A. **Former Auto Repair Facility on the Northeast Adjoining Property -** The 1950 and 1955 fire insurance maps depicted an "Auto Repair" on the northeast adjoining property. The 1955 fire insurance map also depicted an "Oil and Grease Storage" on the northeast adjoining property.

   This is considered a recognized environmental condition because there is a potential for past releases of petroleum hydrocarbons and other chemicals from the northeast adjoining property to migrate to the subject property. Bureau Veritas recommends conducting a subsurface investigation along the northeastern boundary of the subject property, including soil and groundwater sampling with laboratory analyses.

However, this assessment has revealed the following environmental conditions, which are not considered recognized environmental conditions, as defined by ASTM, in connection with the subject property:

B. **Suspect ACM** - The building on the subject property was constructed in 1959 and may contain ACM. Suspect ACM were observed in the subject building, including vinyl floor tiles with associated mastic, drop and hard wall plaster. The building may also include suspect ACM that were hidden from view, such as caulking or sealant between building components and roofing materials.

   This finding is not considered a recognized environmental condition because asbestos is not an ASTM issue. However, prior to any activities (i.e., repair, renovation, demolition) which may disturb suspect ACM, these and similar materials should be sampled and analyzed for possible asbestos content. If these materials are found to contain asbestos, the building owner or leased space tenant may be required to comply with applicable United States Environmental Protection Agency (EPA), Occupational Safety and Health Administration (OSHA), National Emission Standards for Hazardous Air Pollutants (NESHAPS), and state and local regulations.

C. **Suspect LBP -** The subject property is improved with a multi-tenant building constructed in 1959. Therefore, LBP could be an issue at the subject property. The way to determine if LBP is an issue is through sampling and laboratory analysis to determine the presence or absence of LBP.

   This finding is not considered a recognized environmental condition because LBP on buildings is not considered an ASTM issue. Sampling and analysis should be conducted prior to renovation or demolition activities that may disturb painted surfaces. If the paints are found to contain lead, the building owner or leased space tenant may be required to comply with applicable USEPA, and state and local regulations."

A Phase II Environmental Site Assessment was conducted to further investigate concerns presented in this Phase I Environmental Site Assessment.

Phase II Environmental Site Assessment

The purpose of this investigation was to perform subsurface soil and groundwater sampling and analysis at the site to assess for the potential migration of chemicals of potential concern (COPC) from these historical features on the neighboring property."

In total, three soil samples (identified as *B-1*, *B-2*, and *B-3*) and three groundwater samples (identified as *MW-1* through *MW-3*) were collected from the site and analyzed for the following:

- TPH-GRO, DRO, and RRO using EPA Methods 8015M.
- Total Lead and Cadmium using EPA Methods 6020B/3050B/3005A.
- PCBs using EPA Methods 8082A/3550C/3510C.
- VOCs using EPA Methods 8260C/5030B.
- PAHs using EPA Method 8270D/3550C/3010C.

Based upon the laboratory analytical results, no COPC were detected above the laboratory reporting limits, or the Unrestricted and C/I EALs in either the soil samples or groundwater samples. Therefore, it does not appear that the site has been impacted by historical features on the neighboring property, and no further investigation appears necessary at this time."

A complete copy of the Phase II Environmental Assessment is provided in **Appendix I – NEPA EA and Appendices**.

Proposed Improvements

During construction, the Project will involve demolition of the existing building, containing hazardous materials. As a result, the following hazardous materials will require removal and proper disposal prior to demolition:

- ACM must be properly removed and disposed.
- Fluorescent light ballasts and high intensity discharge light fixtures be inspected for PCB units as well as mercury-containing waste.
- Two pad-mounted, split-system air-conditioning units containing CFC should be removed and recycled.
- No special handling or disposal will be required when disturbing LBP.
- Ceiling-mounted smoke detectors that have radioactive sources.
- Emergency exit-light fixtures that rechargeable lead-acid battery (Ford & Associates, 2019).

All abatement work will be performed per all applicable State and federal requirements and guidelines. If there are any potential hazardous wastes or materials found during construction that were not identified during the survey, the General Contractor should make a hazardous waste determination in accordance with the HAR, Chapter 11-262-11, *Hazardous Waste Management*, and then properly dispose the hazardous material to an approved waste facility.

During construction, the Contractor shall also prevent or reduce the discharge of hazardous materials to storm water through proper material use and waste disposal. Construction materials and hazardous substances, stockpiles and other sources of pollution shall not be stored in buffer areas, near areas of concentrated flow, or areas abutting the Municipal Separate Storm Sewer System (MS4), receiving waters, or drainage improvements that discharge off-site. In the unlikely event that hazardous materials are discharged to the MS4, the DFM, HFD, and HPD shall be immediately notified, and a written report shall detailing the pollutants discharged, reasons for the discharge, and the measures that will be taken to prevent a reoccurrence of the discharge will be submitted to DFM.

20.2 HONOLULU COUNTY INCOME SCHEDULE BY FAMILY SIZE

Household Area Median Income (AMI) limits applicable to this Project are provided in Table **7: Honolulu County Income Schedule by Family Size for 2020.** The complete schedule of AMIs is provided in **Table 20: Honolulu County Income Schedule by Family Size (full table) for 2020.**

Table20: Honolulu County Income Schedule by Family Size (full table) for 2020

HONOLULU COUNTY INCOME SCHEDULE BY FAMILY SIZE 2020

THE FOLLOWING TABLE PRESENTS INCOME LIMITS BY FAMILY SIZE AND BY PERCENTAGES OF THE VERY LOW INCOME LEVELS ESTABLISHED BY HUD. THESE INCOME LIMITS SERVE AS GUIDELINES TO ESTABLISH SALES/RENTAL PREFERENCES.

----------LIMITS BY FAMILY SIZE----------								
MEDIAN $101,600	1 PERSON	2 PERSON	3 PERSON	4 PERSON	5 PERSON	6 PERSON	7 PERSON	8 PERSON
Adjustments for family size	0.7000	0.8000	0.9000	1.0000	1.0800	1.1600	1.2400	1.3200
10%	$8,820	$10,080	$11,340	$12,590	$13,600	$14,610	$15,620	$16,620
20%	$17,640	$20,160	$22,680	$25,180	$27,200	$29,220	$31,240	$33,240
30%	$26,460	$30,240	$34,020	$37,770	$40,800	$43,830	$46,860	$49,860
40%	$35,280	$40,320	$45,360	$50,360	$54,400	$58,440	$62,480	$66,480
50%	$44,100	$50,400	$56,700	$62,950	$68,000	$73,050	$78,100	$83,100
60%	$52,920	$60,480	$68,040	$75,540	$81,600	$87,660	$93,720	$99,720
70%	$61,740	$70,560	$79,380	$88,130	$95,200	$102,270	$109,340	$116,340
80%	$70,560	$80,640	$90,720	$100,720	$108,800	$116,880	$124,960	$132,960
90%	$79,380	$90,720	$102,060	$113,310	$122,400	$131,490	$140,580	$149,580
100%	$88,200	$100,800	$113,400	$125,900	$136,000	$146,100	$156,200	$166,200
110%	$97,020	$110,880	$124,740	$138,490	$149,600	$160,710	$171,820	$182,820
120%	$105,840	$120,960	$136,080	$151,080	$163,200	$175,320	$187,440	$199,440
130%	$114,660	$131,040	$147,420	$163,670	$176,800	$189,930	$203,060	$216,060
140%	$123,480	$141,120	$158,760	$176,260	$190,400	$204,540	$218,680	$232,680

The U.S. Department of Housing and Urban Development (HUD) sets income limits that determine the eligibility of applicants for its assisted housing programs. HUD typically uses the Very Low-Income Limit (VLIL) as the basis for deriving other income limits. The VLIL is calculated by taking the 4-person income limit equal to 50% of the estimated median family income (based on the U.S. Census Bureau's ACS median family income estimates) and making adjustments if this income is outside formula constraints. For example, the VLIL is increased for areas where rental housing costs are unusually high in relation to the median income or if it is less that the relevant State non-metropolitan median family income level. See "FY2020 Briefing Materials" at https://www.huduser.gov/portal/datasets/il/il20/IncomeLimitsMethodology-FY20.pdf

HHFDC uses the HUD income limits for households at the 50% and 60% income levels as calculated for the Multifamily Tax Subsidy Project (MTSP) charts. For HHFDC programs, the 80% income level is calculated as the Multifamily Tax Subsidy Project (MTSP) VLIL (for FY 2020, it is also the HUD Section 8 VLIL) multiplied by 1.6 (or 80/50). The limits for households at other income levels are calculated in the same way. For further information see "Multifamily Tax Subsidy Income Limits" at https://www.huduser.gov/portal/datasets/mtsp.html

NOTE: This chart is provided as a guide only. You are responsible to ensure the accuracy of the numbers.

21. REFERENCES

(APA, 2011). American Association of State Highway and Transportation Officials. 2011. *A Policy on Geometric Design of Highways and Streets.*

(Armstrong, 1983). Armstrong, R.W. (ed.). 1983. *Atlas of Hawaiʻi. Second Edition. University of Hawaiʻi Press*.

(Cassiday, 2019). Cassiday, Ricky. 2019. *Halewaiʻolu Senior Residences 2019 Market Study.*

(City, 1979). City and County of Honolulu, Department of Transportation Services. Rev. April 1979. *Traffic Standards Manual.*

(City, 1990). City and County of Honolulu, Department of Planning and Permitting. Revised 1990. *Land Use Ordinance.*

(City, 1992). City and County of Honolulu, Department of Planning and Permitting. 1992 (Amended 2002). *City and County of Honolulu General Plan Objective and Policies*.

(City, 2002). City and County of Honolulu, Department of Planning and Permitting. 2002. *Water System Standards.*

(City, 2004). City and County of Honolulu, Department of Planning and Permitting. 2004. *Primary Urban Center Development Plan.*

(City, 2012). City and County of Honolulu, Department of Transportation Services. 2012. *Oʻahu Bike Plan: A Bicycle Master Plan.*

(City, 2015). City and County of Honolulu, Department of Planning and Permitting. September 8, 2015. *Housing Oʻahu: Draft Affordable Housing Strategy. Draft for Review and Discussion.*

(City, 2016). City and County of Honolulu, Department of Transportation Services. 2016. *Honolulu Complete Streets Design Manual.*

(City, 2017). City and County of Honolulu, Department of Planning and Permitting. August 2017. *Downtown Neighborhood Transit-Oriented Development Plan (Adopted).*

(City, 2018). City and County of Honolulu, Police Department. 2018. *Honolulu Police Department 2018 Annual Report.*

(City, 2019). City and County of Honolulu, Department of Planning and Permitting. 2019. *Fire Stations*. Retrieved from: <http://honolulu-cchnl.opendata.arcgis.com/datasets/8ce79c19d86d4557b533628bf15c9864_1>.

(CSH, 2019). Cultural Surveys Hawaiʻi, Inc. October 2019. *Draft Cultural Impact Assessment for the Halewaiʻolu Senior Residence Project, Honolulu Ahupuaʻa, Honolulu (Kona) District, Oahu.*

(FEMA, 2014). Federal Emergency Management Agency. November 5, 2014. *Flood Insurance Rate Map, Map Number 15003C0331H.*

(Fehr & Peers, 2019). Fehr & Peers. August 6, 2019. *Focused Mobility Analysis Report (MAR) for the Proposed Halewaiʻolu Senior Residences.*

(Fletcher, et al., 2002). Charles H. Fletcher III, Eric E. Grossman, Bruce M. Richmond, and Ann E. Gibbs and in cooperation with University of Hawaii, State of Hawaiʻi Office of Planning, and National Oceanic and Atmospheric Administration. 2002. *Atlas of Natural Hazards in the Hawaiian Coastal Zone*.

(Ford & Associates, 2019). Ford & Associates, Inc. April 12, 2019. *Hazardous Materials Assessment Survey*, *Halewaiʻolu Senior Residences.*

Geolabs, Inc. June 14, 2019. *Geotechnical Engineering Exploration, Halewaiʻolu Senior Residences, 1331-1347 River Street Honolulu, Oahu, Hawaiʻi. W.O. 7414-10, June 14, 2019.*

(Gray et al., 2019). Gray, Hong, Nojima & Associates, Inc. April 23, 2019. *Halewaiʻolu Senior Residences Preliminary Engineering Report*.

Hawaiʻi Climate Change Mitigation and Adaptation Commission. 2017. *Hawaiʻi Sea Level Rise Vulnerability and Adaptation Report. Prepared by Tetra Tech, Inc. and the State of Hawaiʻi Department of Land and*

Natural Resources, Office of Conservation and Coastal Lands, under the State of Hawaiʻi Department of Land and Natural Resources Contract No: 64064.

Honolulu Authority for Rapid Transportation. *Frequently Asked Questions – All FAQs*. Retrieved from <https://www.honolulutransit.org/inform/rail-facts?catid=0>. Last accessed October 23, 2019.

(KMA, 201). Keyser Marston Associates, Inc. May 2011. *Market Opportunities Study for the Downtown Neighborhood TOD Plan.*

Oʻahu Metropolitan Planning Organization (OMPO). 2011. *Oʻahu Regional Transportation Plan 2035.*

Pacific Islands Ocean Observing System (PacIOOS) at the University of Hawaiʻi School of Ocean and Earth Science and Technology. 2017. *Hawaiʻi Sea Level Rise Viewer.* Last accessed June 19, 2019.

(PBR, 2019). PBR Hawaiʻi and Associates. October 2019. *Halewaiʻolu Senior Residences – Economic and Fiscal Impact Assessment.*

Pukui, Mary K., Samuel H. Elbert, and Esther Mookini. 1974. *Place Names of Hawaiʻi*. University of Hawaiʻi Press, Honolulu.

(DBEDT, 2015). State of Hawaiʻi, Department of Business, Economic, Development and Tourism and Office of Planning. September 28, 2015. *Getting to Know Hawaiʻi's Census Geography* (Based on the 2010 Census Geography. Retrieved from: <http://files.hawaii.gov/dbedt/census/geo/hawaii_geo_info_1.pdf>

(DBEDT, 2018). State of Hawaiʻi, Department of Business, Economic, Development and Tourism and Office of Planning. July 2018. *Affordable Rental Housing Report and Ten-Year Plan.*

(HDOH, 2013). State of Hawaiʻi, Department of Health. 2013. Guidance for Construction and Demolitions Waste Disposal.

Transportation Research Board, National Research Council. 2010. *Highway Capacity Manual, Washington, D.C. 2010 Edition.*

(USCB, 2018). U.S. Census Bureau. 2018. *QuickFacts: Hawaiʻi*. Retrieved from: <https://www.census.gov/quickfacts /fact/table/HI/PST045218>

(USCB, 2018). U.S. Census Bureau. 2018. *QuickFacts: Urban Honolulu Census Designated Place*. Retrieved from:<https://www.census.gov/quickfacts/fact/table/urbanhonolulucdphawaii, honolulucountyhawaii,HI/HSD310217>

[This is a blank page]

Appendix A
NEPA EA FONSI and
HRS 343 Exemption

[This is a blank page]

NOTICE OF FINDING OF NO SIGNIFICANT IMPACT AND
NOTICE OF INTENT TO REQUEST RELEASE OF FUNDS

These notices shall satisfy two (2) separate but related procedural requirements for activities to be undertaken by the City and County of Honolulu's ("City") Department of Land Management ("DLM").

REQUEST FOR RELEASE OF FUNDS

On or about October 13, 2020, the City will submit a request to the United States Department of Housing and Urban Development ("HUD") for the land value investment release of Community Development Block Grant ("CDBG") program funds under Title I of the Housing and Community Development Act of 1974, as amended, to undertake a project known as:

Project:	Halewai'olu Senior Residences
Location:	1331-1347 River Street, Honolulu, Oahu, Hawaii 96813 Tax Map Key: (1) 1-7-006:012
Project Description:	The Project will include the demolition of an existing, vacant, commercial building, and parking lot on the Project Site and construction of a new affordable, rental housing residential facility for seniors aged 62 and over, with incomes at 80% and below of the HUD Area Median Income ("AMI"). The new residential facility will include 156 one- and two-bedroom units (includes one resident manager's unit). The new residential facility will also include a multi-purpose room, warming kitchen, restrooms, storage rooms, utility rooms, computer room, social services activity rooms, social services office, property management offices, mail and package boxes, and elevator lobby on the ground level. On the ground level will also be a courtyard (plaza), retail space, and parking access, along with bicycle parking, the trash compactor room, and loading area. Levels 2-3 will include vehicle parking, a portion of the bicycle parking, a generator room, storage, and utility rooms. Level 4 will include a recreation area, laundry room, and equipment rooms. The residential units will be on Levels 5-17.
Total Estimated Cost:	$93,575,504
Original CDBG Investment:	$6,750,000
Mitigation Measures:	A summary of mitigation measures include: <u>Air Quality</u> An Odor and Other Nuisance Impacts Assessment was prepared and a determination made that the Project will not exacerbate emissions from crematorium activities performed by the adjacent Borthwick Mortuary. Property management will be required to obtain statements from each resident acknowledging that the Project is next to a mortuary. Air conditioning is not a required mitigation measure but will be provided in all residential units as an amenity. Windows will be operable and may be closed or

opened at the discretion of the resident. Impacts during construction will be mitigated in accordance with standard air pollution control standards.

Demolition of Existing Building

Hazardous materials as determined in a Phase II Environmental Site Assessment such as asbestos-containing materials, lead-based paint, fluorescent light ballasts and other hazardous materials will be abated, removed and disposed in accordance with Federal, State, and City environmental laws and regulations. A licensed asbestos abatement contractor shall be retained under the supervision of a qualified industrial hygiene professional. Coordination with Hawaii Department of Health is required.

Historic and Archaeological Resources

An Archaeological Inventory Survey ("AIS") identified the project site and approximately 45 acres of surrounding neighborhood as the Project's Area of Potential Effect ("APE"). Mitigation commitments include 1) a historic context study for the existing building as part of demolition; 2) archaeological data recovery and archaeological monitoring; 3) burial treatment plan in adherence to Hawaii State burial law during construction for a human remain found on the site; and 4) implementation of a GIS Story Map highlighting the history and cultural significance of the APE. A Memorandum of Agreement ("MOA") detailing mitigation measures was executed by and among the City, the State Historic Preservation Division ("SHPD"), the developer, and certain concurring parties.

Geology, Topography and Soils

Planned mitigation of impacts during construction include: 1)vegetation, debris, and existing structures will be removed and disposed of properly to reduce the potential for contaminating excavated materials; 2) during excavations, if groundwater is encountered, backfill materials should consist of non-granular materials and should be wrapped on all sides; and 3) a professional soils expert shall monitor the grading, excavation and other construction activities to ensure conformance to city and state regulatory requirements.

Groundwater

If encountered during construction, appropriate dewatering methods shall be employed to minimize the potential for ground water infiltration into active work areas and to prevent the infiltration of pollutants into the groundwater table. A National Pollutant Discharge Elimination System ("NPDES") permit for construction dewatering shall also be obtained.

Surface Water

Pollution control measures during construction shall be employed under Best Management Practices (BMP) Plans. BMPs will be employed in all phases of the Project. Permanent BMPs to minimize run-off will be required.

Flood

In the event of a flood event during construction, construction activities will cease, equipment and materials will be secured and all Federal, State and City requirements will be implemented to ensure the safety of construction crews and community members.

Tsunami, Seismic Hazards, and Hurricane/High Winds

In the event of any of the above-mentioned natural phenomena, construction activities will cease; equipment, machinery, construction materials, portable toilets, and potential flying objects will be secured and deliveries will cease.

Impacts on Visual and Scenic Resource

The developer and contractor shall schedule and phase construction activities, and schedule material and equipment deliveries and garbage removal during non-peak use periods on public roadways and within areas of high public use. The developer shall also install dust screens with a minimum height of 12 feet.

Noise

Impacts are expected during construction and mitigation measures include restricting construction activities to acceptable work hours and days. An approved Community Noise Variance will be required for any construction activities that exceed permissible sound levels outside of acceptable work hours and days.

Terrestrial Botanical Resources

Landscape designs may include use of lowland native plant species to the extent practicable.

Terrestrial Fauna and Avifaunal Resources

During construction, mitigation measures to minimize potential impacts to avifaunal species such as Hawaiian seabirds, Hawaiian waterbirds and the Hawaiian hoary bat shall be established pursuant to U.S. Fish and Wildlife Service requirements.

Transportation

Mitigation measures during construction will be followed based on an approved Construction Management Plan submitted to the City prior to the issuance of demolition/building permits. Prior to the issuance of a Certificate of Occupancy (CO), a Traffic Management Plan will be submitted and approved. Updates to the Focused Mobility Analysis Report shall be submitted approximately one year after the issuance of the CO.

Parks and Recreational Facilities

Short-term traffic impacts, noise conditions, and air quality due to construction activities will be mitigated as described above.

Fire, Police, and Medical Services

The Project will be designed and built in compliance with applicable fire code requirements pursuant to Chapter 20, Revised Ordinances of Honolulu 1990, as amended ("ROH"). The developer will coordinate with the Honolulu Police Department during construction to mitigate traffic impacts to ensure public safety.

Storm Water and Drainage

During construction, BMPs will include the installation of a stabilized construction entrance/exit, catch basin inlet protections and temporary filter socks. The Project will comply with the City Department of Planning and Permitting (DPP) Administrative Rules, Title 20, Chapter 3. Post-construction storm water requirements include using a biofilter to filter residual storm water that is not retained on-site. Onsite mitigation measures include vegetative covering.

A more detailed list of project impacts and mitigation measures can be found in the attached link:

https://drive.google.com/file/d/1STjmF0gKl9pZpZqV-dNW8eWD2aUrnlkg/view

FINDING OF NO SIGNIFICANT IMPACT

The City DLM has determined that the project will have no significant impact on the human environment. Therefore, an Environmental Impact Statement under the National Environmental Policy Act of 1969 ("NEPA") is not required. Additional project information is contained in the Environmental Review Record ("ERR") on file at the City DLM, 558 South King Street, Honolulu, Hawaii 96813, which may be examined or copied on weekdays from 8:00 a.m. to 4:30 p.m.

PUBLIC COMMENTS

Any individual, group, or agency may submit written comments on the ERR to Sandra S. Pfund, Director, Department of Land Management. All comments received by October 8, 2020, will be

considered by the City DLM prior to authorizing submission of a request for release of funds. Comments should specify which Notice they are addressing.

ENVIRONMENTAL CERTIFICATION

The City DLM certifies to HUD that Sandra S. Pfund in her capacity as Director of DLM consents to accept the jurisdiction of the Federal Courts if an action is brought to enforce responsibilities in relation to the environmental review process and that these responsibilities have been satisfied. HUD's approval of the certification satisfies its responsibilities under NEPA and related laws and authorities and allows the City to proceed with the land value investment.

OBJECTIONS TO RELEASE OF FUNDS

HUD will accept objections to its land value investment release of funds and the City's certification for a period of fifteen (15) days following the anticipated submission date or its actual receipt of the request (whichever is later) only if they are on one of the following bases: (a) the certification was not executed by the Certifying Officer of the City; (b) the City has omitted a step or failed to make a decision or finding required by HUD regulations at 24 Code of Federal Regulations ("CFR") Part 58; (c) the grant recipient or other participants in the development process have committed funds, incurred costs or undertaken activities not authorized by 24 CFR Part 58 before approval of a release of funds by HUD; or (d) another Federal agency acting pursuant to 40 CFR Part 1504 has submitted a written finding that the project is unsatisfactory from the standpoint of environmental quality. Objections must be prepared and submitted in accordance with the required procedures (24 CFR Part 58, Sec. 58.76) and, due to the COVID-19 pandemic, objections should be emailed to the Office of Community Planning and Development, United States Department of Housing and Urban Development at CPDHonolulu@hud.gov. Potential objectors should contact HUD to verify the actual last day of the objection period by email at CPDHonolulu@hud.gov and mark.a.chandler@hud.gov.

Sandra S. Pfund, Director
Department of Land Management

DEPARTMENT OF LAND MANAGEMENT

CITY AND COUNTY OF HONOLULU

558 SOUTH KING STREET • HONOLULU, HAWAII 96813
PHONE: (808) 768-4277• FAX: (808) 768-4296 • INTERNET: http://www.honolulu.gov/dlm

KIRK W. CALDWELL
MAYOR

SANDRA S. PFUND
DIRECTOR

RANDY N. T. CHU
DEPUTY DIRECTOR

May 6, 2020

Mr. Keith Kurahashi
R.M. Towill Corporation
2024 North King Street, Suite 200
Honolulu, Hawaii 96819

Dear Mr. Kurahashi:

SUBJECT: Request for Exemption from Hawai'i Revised Statutes ("HRS"), Chapter 343 Environmental Review and Hawai'i Administrative Rules ("HAR"), Chapter 11-200.1 for Halewai'olu Senior Residences Project
1331-1347 River Street, Honolulu, Hawaii 96817
Chinatown, Honolulu, Island of Oahu
Tax Map Key: (1) 1-7-006:012

This responds to your letter received on February 27, 2020, requesting determination on whether the subject Project would be exempt from HRS Chapter 343 requirements under the newly signed rules for the state Environmental Impact Statement ("EIS") process, established by the Office of Environmental Quality Control and the State Environmental Council, known as the Final Proposed HAR Chapter 11.200.1 EIS Rules.

It is our understanding that the Applicant proposes to construct 156 dwelling units at the subject Property, consisting of 16 units that will be affordable at 80% or less of Area Median Income ("AMI"); 131 units that will be affordable at 60% or less of AMI; 8 units that will be affordable at 30% or less of AMI; and one (1) resident managers unit. The Project is eligible for processing of affordable housing exemptions by the City and County of Honolulu under Chapter 201H, HRS.

Under HAR, Chapter 11-200.1-15(c)(10), new construction of affordable housing, where affordable housing is defined by the controlling law applicable for the state or county proposing agency or approving agency, are eligible for exemption from the preparation of an Environmental Assessment if they meet the following:

(a) Has the use of State or County lands or funds or is within Waikiki as the sole trigger for compliance with Chapter 343, HRS.

The sole trigger for this Project is the use of State funding, including the Rental Housing Revolving Fund, Dwelling Unit Revolving Funds, and Low Income Housing Tax Credits.

(b) As proposed conforms to the existing state urban land use classification.

(c) As proposed is consistent with the existing county zoning classification that allows housing.

The Project is located in the BMX-4 Central Business Mixed Use District which permit the use of dwellings.

(d) As proposed does not require variances for shoreline setbacks or sitting in an environmentally sensitive area, as stated in section 11-200.1-13(b)(11), (e.g., a flood plain, tsunami zone, sea level rise exposure area, beach, erosion-prone area, geologically hazardous land, estuary, fresh water, or coastal waters).

i. The Project would not require variances for shoreline setbacks or sitting in an environmentally sensitive area. The proposed Project is not located along coastal areas. The Project Site is relatively flat, with elevations ranging from 8 feet above mean sea level 10 feet above mean sea level.

ii. The subject Property is located in Zone X (areas outside the 0.2% annual chance floodplain) and outside of the 500-year floodplain. The Project Site is not located within a FEMA Special Flood Hazard Area.

iii. The Project Site is located within the Extreme Tsunami Evacuation Zone. The Applicant has stated that engineering analyses will be performed to determine proper design criteria to be applied to structures. In the event of an extreme tsunami, residents and visitors will be able to take shelter in the upper floors of the proposed structures.

Considering the above, we are pleased to inform you that we concur with your determination. We agree that the proposed Project is an exempt class of action according to HAR, Chapter 11-200.1-15(c)(10) based on the submitted Project information materials.

Should you have any questions, please call Seiji Ogawa, Project Manager of the Asset Development Division at 768-4294, or the undersigned at 768-4291.

Sincerely,

Sandra S. Pfund
Director

DEPARTMENT OF LAND MANAGEMENT
CITY AND COUNTY OF HONOLULU
558 SOUTH KING STREET • HONOLULU, HAWAII 96813
PHONE: (808) 768-4277• FAX: (808) 768-4296 • INTERNET: http://www.honolulu.gov/dlm

KIRK W. CALDWELL
MAYOR

SANDRA S. PFUND
DIRECTOR

RANDY N. T. CHU
DEPUTY DIRECTOR

May 6, 2020

Office of the Director
Office of Environmental Quality Control
State of Hawaii
Department of Health
235 South Beretania Street, Suite 702
Honolulu, Hawaii 96813

Dear Gentleman:

SUBJECT: Exemption Notice for Halewai'olu Senior Residences Project
Located at 1331-1347 River Street, Honolulu, Hawaii 96817
Tax Map Key: (1) 7-006: 012

The Department of Land Management ("DLM") hereby submits the following Exemption Notice for the Halewai'olu Senior Residences Project.

AGENCY OR APPLICANT ACTION:

Check applicable box

☒ This exempted action is an agency action as defined by Section 343-5(b), Hawai'i Revised Statutes (HRS), and Section 11-200.1-8, Hawai'i Administrative Rules (HAR)
☐ This exempted action is an applicant action as defined by Section 343-5(e), HRS, and Section 11-200.1-9, HAR

EXEMPTION TYPE:

The Exemption Notice for the action described below is based on the general types enumerated in Section 11-200.1-15(c), Hawai'i Administrative Rules (HAR), Exemption Type **10**.

DESCRIPTION OF ACTION:

Proposing Agency or Applicant: Department of Land Management, City and County of Honolulu

Project Name & Address/Location: Halewai'olu Senior Residences Project, Located at 1331-1347 River Street, Honolulu, Hawaii 96817

Anticipated Start Date: 4/1/2021

Anticipated End Date: 8/31/2022

Island and District: O`ahu and Honolulu

Tax Map Key(s) and other geolocation means: (1) 7-006: 012

All Necessary Permits and Approvals:

Clearances and permits needed from the various Federal, State and City and County of Honolulu agencies include but are not limited to the following:

Federal

- Section 106 National Historic Preservation Act (NHPA)

State

Department of Health (HDOH)

- Community Noise Permit
- Noise Variance Permit

HDOH, Disability and Communication Access Board (DCAB)

- HRS, §103-50 Accessibility Compliance

Department of Labor and Industrial Relations (DLIR)

- Dumb Lift Permit
- Man Hoist Permit

City

City Council

- Hawai'i Revised Statutes (HRS) Chapter 201H Exemptions
- Development Agreement and Lease

Department of Planning and Permitting (DPP)

- Hawai'i Revised Statutes (HRS) Chapter 201H Exemptions
- Building and Construction permits – Grading, Building, Demolition, Electrical, Plumbing, Stockpiling, Sidewalk/Driveway
- Sewer Connection Permit
- Park Dedication Requirement
- Storm Drain Connection Permit
- Certificate of Occupancy
- Construction Plan Review and Approval

Honolulu Board of Water Supply (BWS)

- Water System Connection
- Construction Plan Review and Approval

Honolulu Fire Department (HFD)

- Construction Plan Review and Approval
- Fuel Tank Permit

Department of Environmental Services (ENV)

- Construction Plan Review and Approval

Department of Transportation Services (DTS)

- Street Usage Permit

Department of Facility Maintenance (DFM)

- Erosion and Sediment Control Plan
- Clean Water Pollution Plan
- Post-Construction Best Management Plan

NARRATIVE:

Describe the action and why it qualifies for the exemption:

The Applicant, Halewai'olu Senior Development, LLC (HSD), has entered into a Development Agreement with the City and County of Honolulu (City) to develop the proposed Halewai'olu Senior Residences ("Project"). The Project includes the demolition of an existing structure and the construction of a new affordable rental housing facility on a 0.6181-acre parcel, identified as TMK: (1) 1-7-006: 012.

The new residential facility will include 156 residential units, including one manager's unit. The 155 residential units will be restricted to seniors who are 62 years or older, earning 80% of the Area Median Income (AMI) and below, with a majority of the units (131) being restricted to those earning up to 60% AMI. The Project will remain affordable for a term of 75 years. The Project is eligible for processing of affordable housing exemptions by the City under Chapter 201H, HRS, which offers flexibility in design and permitting requirements of projects created for lower and moderate income households.

Governor David Ige signed and adopted HAR, Chapter 11-200.1 on July 30, 2019, which took effect on August 9, 2019. The Project complies with the eligibility criteria listed in Chapter 11-200.1-15, which authorizes the exemption from the preparation of an Environmental Assessment. See the discussion below:

(c) The following general types of actions are eligible for exemption:

(10) New construction of affordable housing, where affordable housing is defined by the controlling law applicable for the state or county proposing agency or approving agency, that meets the following:

(A) Has the use of state or county lands or funds or is within Waikiki as the sole triggers for compliance with chapter 343, HRS;

Discussion: The sole trigger for this Project is the use of state funding, including the Rental Housing Revolving Fund, Dwelling Unit Revolving Funds, and Low-income Housing Tax Credits.

(B) As proposed conforms with the existing state urban land use classification;

Discussion: The Project Site is located within the "Urban" district, as classified by the State.

(C) As proposed is consistent with the existing county zoning classification that allows housing; and

Discussion: The Project is located in the "BMX-4" Central Business Mixed Use District, as classified by the City. This BMX-4 district permits the development of the new residential facility.

(D) As proposed does not require variances for shoreline setbacks or siting in an environmentally sensitive area, as stated in section 11-200.1-13(b)(11)."

Discussion: The Project would not require variances for shoreline setbacks or siting in an environmentally sensitive area. The proposed Project is not located along coastal areas. The

Project Site is relatively flat, with elevations ranging from 8 feet above mean sea level 10 feet above mean sea level.

The subject Property is located in Zone X (areas outside the 0.2% annual chance floodplain) and outside of the 500-year floodplain. The Project Site is not located within a FEMA Special Flood Hazard Area (SFHA).

The Project Site is located within the Extreme Tsunami Evacuation Zone. The Applicant has stated that engineering analyses will be performed to determine proper design criteria to be applied to structures. In the event of an extreme tsunami, residents and visitors will be able to take shelter in the upper floors of the proposed structures.

For the foregoing reasons, we believe that the Project would be exempt from HRS, Chapter 343 requirements.

RECEIVING ENVIRONMENT:

Describe the site, including any impacts on the receiving environment:

The Project Site consists of an existing 35-foot tall, two-story, commercial building, which was constructed in 1958, and an asphalt-paved parking lot. The commercial building was occupied by various small office, restaurant, and commercial establishments; however, the building is now vacant and has become dilapidated over time. An asphalt-paved parking lot is located at the rear of the Property behind the building and the Project Site includes a minor amount of peripheral landscaping. The Project will include the demolition of the existing, vacant, commercial building and surface parking lot on the Project Site and a new affordable housing facility for seniors aged 62 and over will be constructed.

ENVIRONMENTAL ANALYSIS:

I have considered the potential effects of the proposed project and all related activities against the criteria checked below:

		Not Applicable
☒	Land Use and Zoning Conformance	☐
☒	Traffic (Vehicles, Bicycles, Pedestrian)	☐
☒	Infrastructure (Roads, Buildings, Utilities)	☐
☒	Air Quality Pollutant Emissions	☐
☒	Noise Emissions	☐
☒	Solid, Hazardous, and Liquid Waste Management	☐
☒	Social	☐
☒	Economic	☐
☒	Health and Safety	☐
☒	Recreation	☐
☐	Public Beach Access	☒
☒	Cultural Resources and Practices	☐
☒	Visual/Aesthetic	☐
☒	Environmental Justice	☐
☒	Rare, Threatened, and/or Endangered Species	☐

	Not Applicable
☒ Surface and Ground Water Resources	☐
☒ Wetlands	☐
☒ Floodplains	☐
☒ Riparian/Coastal Resources	☐
☐ Other	☒

Comments/summary of impact analysis: No significant impact on the natural or human environment is anticipated

MITIGATION:

Describe all mitigation measures and best management practices planned to address impacts during the project activities and after project completion:

The project will include best management practices in accordance with the City and County of Honolulu's "Rules Relating to Water Quality." After Project completion, the on-site resident manager will monitor conditions for environmental protection.

CONSULTATION:

The following parties have been consulted about this declaration exemption (Name, affiliation, consultation date): DPP

EXEMPT DECLARATION:

The direct, cumulative, and potential impacts of the action described above have been considered pursuant to Chapter 343, Hawai'i Revised Statutes and Chapter 11-200.1, Hawai'i Administrative Rules. I declare that the action described above will have minimal or no significant impact on the environment and is therefore exempt from the requirement to prepare an environmental assessment.

If you have any questions, please contact Seiji Ogawa, Project Manager of the Department of Land Management, at 768-4294.

Sandra S. Pfund

Signature of Director or Delegate
Sandra S. Pfund
Department of Land Management

May 6, 2020
Date

Attachment – Environmental Checklist

☐ This document is on file in our office and is available for public review.

☒ This document has been submitted to the Office of Environmental Quality Control for publication in *The Environmental Notice*.

DEPARTMENT OF LAND MANAGEMENT
City & County of Honolulu

Please Review for Compliance

ENVIRONMENTAL CHECKLIST

Asset Development Division: Seiji Ogawa
DIVISION / BRANCH / STAFF PLANNER

DLM File No. Halewaiolu Project

(TO BE KEPT AS PART OF EA EXEMPTION FILE)

I ENVIRONMENTAL IMPACT STATEMENT (EIS)/ENVIRONMENTAL ASSESSMENT (EA) COMPLIANCE

A. APPLICABILITY

1. CHAPTER 343, HRS

- ☐ DOES **NOT** APPLY
- ☒ APPLIES AS CHECKED:
  - ☒ USE OF STATE/COUNTY LANDS/FUNDS (other than for feasibility studies or for land purchase)
  - ☐ USE OF STATE CONSERVATION LANDS
  - ☐ USE WITHIN HISTORIC SITES (State or National Register)
  - ☐ USE WITHIN WAIKIKI SPECIAL DISTRICT
  - ☐ AMENDMENT OF DEVELOPMENT PLANS RESULTING IN OTHER THAN AGRICULTURE, CONSERVATION, OR PRESERVATION (except actions proposing any new county general plan or amendments initiated by the county)
  - ☐ SIGNIFICANT ZONE CHANGE (within the eight Development/Sustainable Community Plan areas)
  - ☐ USE WITHIN SHORELINE SETBACK AREA
  - ☐ NEW OR MODIFICATION TO HELICOPTER FACILITY (refer to Ch. 343-2 and 343-5(a)(8), HRS)
  - ☐ WASTEWATER TREATMENT (except individual wastewater systems or wastewater treatment units serving fewer than fifty single-family dwellings or the equivalent)
  - ☐ WASTE-TO-ENERGY FACILITY
  - ☐ LANDFILL
  - ☐ OIL REFINERY
  - ☐ POWER-GENERATING FACILITY (fossil-fueled w/ output exceeding 5 megawatts; refer to Ch. 343-2, HRS)

2. CHAPTER 25, ROH (Special Management Area)

- ☒ DOES **NOT** APPLY (Site is **NOT** Within the SMA)
- ☐ APPLIES (Site **IS** Within the SMA)

SMA DETERMINATION:

- ☐ **NOT** Development per ROH Sec. 25-1.3(2)(_____) (Exemption)
- ☐ **IS** Development per ROH Sec. 25-1.3(1), (3), or (4)

Project Valuation: $ _____ (Cost Estimate)

- ☐ MINOR Permit
- ☐ MAJOR (Use) Permit

B. EXEMPTION (Chapter 343, HRS only):

☒ EXEMPT (Class/Section No. Section 11-200.1-15(c) Exemption Type 10)
By Principal or Originating Accepting Agency:
- ☒ DLM
- ☐ Other: (_____) (Accepting Authority)

If DLM is an Additional Accepting Agency, then:
- ☐ EXEMPT (Class/Section No. _____)
- ☐ **NOT** EXEMPT

Others Consulted: DPP (Agency) on: 2017 - 2020 (Date of Consultation)
_____ (Agency) on: _____ (Date of Consultation)

☐ More agencies were consulted (see attached)

C. ASSESSMENT (Chapter 343, HRS & Chapter 25, ROH):

Accepting Authority: DLM_____

- ☐ Draft EA Received: _____ (Date)
  Public Notice: _____ (OEQC Bulletin Publication Date)
- ☐ Final EA Received: _____ (Date)
- ☐ Significant Impact, Process EIS (see STATEMENT below)
- ☐ FONSI _____ (Date Issued)
  Public Notice: _____ (OEQC Bulletin Publication Date)
- ☒ Received Reports to Determine Exemption

D. STATEMENT (Chapter 343, HRS & Chapter 25, ROH):

Accepting Authority: _____

- ☐ EIS Prep Notice _____ (Date Issued)
  Public Notice: _____ (OEQC Bulletin Publication Date)
- ☐ Draft EIS Received: _____ (Date)
  Public Notice: _____ (OEQC Bulletin Publication Date)
- ☐ EIS Accepted _____ (Date of Acceptance)
  Public Notice: _____ (OEQC Bulletin Publication Date)

II SUPPLEMENTAL EIS/EA COMPLIANCE (HAR Section 11-200-26)

A. APPLICABILITY

☐ DOES **NOT** APPLY
- ☐ **NOT** Subject to EIS/EA Requirements (See APPLICABILITY, Part I.A)
- ☒ EXEMPT Action (See EXEMPTION, Part I.B)
- ☐ Separate Action (Process New EIS/EA)
- ☐ **NO** Substantive Changes (See DETERMINATION, Part II.B.1)
- ☐ **NO** Significant Effects (See DETERMINATION, Part II.B.2)

☒ DOES **NOT** APPLY & Prepared Studies:
- ☒ Preliminary Engineering Report
  Findings: **Adequate capacity**
- ☒ ESA Phase I & II
  Findings: **Acceptable limit**
- ☒ Traffic Impact Analysis Report
  Findings: **No significant impact in traffic or noise**
- ☒ Archaeological Study
  Findings: **Lit review and site analysis done. Potential iwi in the area. Associated pit features and a human burial site was identified.**
- ☐ NEPA EA
  Findings: **No significant impact**

☐ APPLIES & Prepare a Supplemental:
- ☐ EA
- ☐ EIS

Pursuant to:
- ☐ Chapter 343, HRS
- ☐ Chapter 25, ROH

B. DETERMINATION

1. Does the Action Involve **Substantive Change(s)** in Size, Scope, Intensity, Use, Location, Timing, Other: _____
   - ☒ **NO**; Does **Not** Apply (See APPLICABILITY, Part II.A)
   - ☐ **YES**; specifically: _____
   _____
   _____; and,

2. If **YES**, Does the Action Involve **Significant Effect(s)**:
   - ☐ **NO**; Does **Not** Apply (See APPLICABILITY, Part II.A)
   - ☐ **YES**; specifically: _____
   _____
   _____

3. If **YES**, SEIS/SEA Applies (See APPLICABILITY, Part II.A)

Notice of Determination: _____ (Date Issued)

Public Notice: _____ (OEQC Bulletin Publication Date)

☐ Draft SEIS/SEA Received: _____ (Date)

Public Notice: _____ (OEQC Bulletin Publication Date)

☐ Final SEIS/SEA Received: _____ (Date)

If **Supplemental EA**:
- ☐ Significant Impact Determination; Process EIS (see STATEMENT, Part I.D)
- ☐ FONSI _____ (Date Issued)

Public Notice: _____ (OEQC Bulletin Publication Date)

III SHORELINE SETBACK ORDINANCE (Chapter 23, ROH) & RULES COMPLIANCE

A. APPLICABILITY:

☒ DOES **NOT** APPLY (Site is **NOT** a Shoreline Lot)

☐ APPLIES (Site **IS** a shoreline Lot)
- ☐ Variance Required (See SETBACK, Part III.C)
- ☐ Minor Shoreline Structure (MSS):
  - ☐ No MSS Permit Required Per DPP Part 2 Rules Sec. 15-1(b):
    ☐ (2) ☐ (3) ☐ (4) ☐ (5) ☐ (7)
  - ☐ MSS Permit Required Per DPP Part 2 Rules Sec. 15-1(b): _____ (Subdivision No.)
- ☐ Exempt Per ROH Sec. 23-1.5: _____ (Subsection No.)
- ☐ All development mauka of shoreline setback

B. CERTIFIED SHORELINE _____ (Certification Date)

Certification Expires in:
☐ One Year ☐ Two Years (Government Projects Only)

C. SHORELINE SETBACK:
- ☐ 60-foot applies
- ☐ 40-foot applies
- ☐ _____ applies (Feet)
  - ☐ As adjusted on: _____ (Date of Adjustment)
  - ☐ As established by: _____ (Shoreline Setback Resolution No.)

Appendix B
Notice of Eligibility (201H)

[This is a blank page]

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honoluludpp.org • CITY WEB SITE: www.honolulu.gov

KIRK CALDWELL
MAYOR

KATHY K. SOKUGAWA
ACTING DIRECTOR

TIMOTHY F. T. HIU
DEPUTY DIRECTOR

EUGENE H. TAKAHASHI
DEPUTY DIRECTOR

2019/ELOG-1703(JL1)

NOTICE OF ELIGIBILITY
CHAPTER 201H, HAWAII REVISED STATUTES EXEMPTIONS

File No.:	2019/ELOG-1703
Project:	Halewaiolu Senior Residences
Owner:	City and County of Honolulu
Applicant:	Halewaiolu Development, LLC (Karen Seddon)
Agent:	R.M. Towill Corporation (Keith Kurahashi)
Location:	1331-1347 River Street - Chinatown
Tax Map Key:	1-7-006: 012
Received:	August 30, 2019
Request:	Determination of eligibility for AFFORDABLE HOUSING EXEMPTIONS pursuant to Chapter 201H, Hawaii Revised Statutes, from various planning, zoning, construction and/or development standards for an affordable housing project.

The above application has been reviewed and determined to be eligible for processing of affordable housing exemptions by the City and County of Honolulu under Chapter 201H, Hawaii Revised Statutes (HRS), pending receipt of the following:

1. Documentation of compliance with HRS Chapter 343 requirements.

In addition to the items listed in the 201H Program Application Instructions, we recommend that the following additional information be included when you submit your application:

1. Provide an Income Limit Table showing the maximum income for residents earning an income of 30, 60, and 80 percent of the Area Median Income, including the date and source of the information.

2. If the affordable housing units are for rent, provide proposed rental rates and provide an estimate of monthly utility costs.

3. We note that the Project's affordable units will be kept as affordable rental units for 60 years. The application should include a sample of the restrictive covenant that will be recorded with the Hawaii Housing Finance and Development Corporation.

4. A comprehensive list and explanation of the other permits and/or approvals that the Project will require and text explaining the status of those permits.

5. All requested exemptions should be identified and the land use ordinance sections from which you seek exemptions should be specified and justified.

Should you have any questions, please contact Joette Yago, of our staff, at 768-8034 and refer to the above file number.

Kathy K. Sokugawa
Acting Director

Date: October 22, 2019

Note: If you have appointed an agent to represent you, all future correspondence will be with the agent. If you should change agents, please notify the Department of Planning and Permitting immediately.

Appendix C
Drawings

[This is a blank page]

THE MICHAEL'S ORGANIZATION

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817

TMK: 1-7-006:012

REVISION 3 - PERMIT RESPONSE

30 APRIL 2020

WRNS STUDIO

677 ALA MOANA BLVD
3RD FLOOR STE.307
H O N O L U L U
H A W A I I 9 6 8 1 3
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLTAG
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

REVISION LIST	DATE
1 REVISION 1 - PERMIT RESPONSE	01/16/2020
2 REVISION 2 - PERMIT RESPONSE	03/17/2020
3 REVISION 3 - PERMIT RESPONSE	04/30/2020

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/02/2019

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

THE MICHAEL'S ORGANIZATION

PROJECT NO.: 19005.00

AHU #

COVER

G-000

ENERGY CODE SUMMARY

IECC 2015

CLIMATE ZONE:	1		TABLE C301.1
	CODE REQUIREMENT	PROPOSED:	TABLE C402.1.3
INSULATION REQUIREMENTS: ROOF: MASS FLOORS: MASS WALLS: UNHEATED SLAB-ON-GRADE:	 R-20CI (ALL OTHER) / R-25CI (GROUP R) U-0.322 R-5.7CI (ALL OTHER & GROUP R) NON-RATED	 R-20CI (ALL OTHER) / R-25CI (GROUP R) U-0.322 R-5.7CI (ALL OTHER & GROUP R) NONE RATED	TABLE C402.1.3 TABLE C402.1.4
FENESTRATION REQUIREMENTS:	U FACTORS / SHGC / ORIENTATION (SEW, N)	U FACTORS / SHGC	TABLE C402.4
FIXED:	0.50 / PF < 0.2 / 0.25 0.33	0.42 / 0.28	
OPERABLE:	0.65 / 0.2 < PF < 0.5 / 0.30 0.37	0.42 / 0.28	
ENTRANCE DOORS:	1.10 / PF > 0.5 / 0.40 0.40	1.10 / 0.28	
MAXIMUM AREAS: VERTICAL FENESTRATIONS (EXCLUDING OPAQUE):	40% OF WALL AREA ALLOWABLE	25% OF WALL AREA ACTUAL (65,527 SF OVERALL WALL AREA DIVIDE BY 16,464 SF GLAZING)	C402.4.1
SKYLIGHTS:	5% ROOF AREA ALLOWABLE	NO SKYLIGHTS	
AIR BARRIER:	REQUIRED. SOLID OR HOLLOW MASONRY, SHALE OR CLAY WALLS ARE DEEMED TO COMPLY WITH THE REQUIREMENT.	AIR BARRIER PROVIDED AT EXTERIOR WALLS ADJACENT TO CONDITIONED SPACE.	C405.5.1.2.1
VESTIBULE:	NOT REQUIRED IN CLIMATE ZONE 1	N/A	C402.5.7

ENERGY CONFORMANCE

STATE OF HAWAII & CITY AND COUNTY OF HONOLULU
2015 INTERNATIONAL ENERGY CONSERVATION CODE

TO THE BEST OF MY KNOWLEDGE, THIS PROJECT'S DESIGN SUBSTANTIALLY CONFORMS TO THE 2015 INTERNATIONAL ENERGY CONSERVATION CODE AS AMENDED FOR BUILDING ENVELOPE COMPONENTS (SECTION C402) FOR:

COMPLIANCE METHOD

- [X] 2015 IECC AS AMENDED. MANDATORY AND PRESCRIPTIVE
- [ ] 2015 IECC AS AMENDED. MANDATORY AND TOTAL BUILDING PERFORMANCE
- [ ] ASHRAE STANDARD 90.1-2013. MANDATORY AND PRESCRIPTIVE
- [ ] ASHRAE STANDARD 90.1-2013. MANDATORY AND ENERGY COST BUDGET METHOD

INFORMATION IN CONSTRUCTION DOCUMENTS	YES	N/A	INFORMATION LOCATION
ROOF INSULATION R-VALUE	X		G-101, ENERGY CODE SUMMARY
ROOF INSULATION TYPE AND LOCATION	X		A-121 & A-831
ROOF MEMBRANE SOLAR REFLECTANCE AND THERMAL EMITTANCE	X		SPEC SECTION 07 5423 - 5
WALL INSULATION R-VALUE	X		A-831
WALL INSULATION TYPE AND LOCATION	X		SPEC SECTION 07 2100 & A-831
WINDOW SHGC	X		G-101, ENERGY CODE SUMMARY
WINDOW U-FACTOR	X		G-101, ENERGY CODE SUMMARY
SKYLIGHT SHGC		X	
SKYLIGHT U-FACTOR		X	

NOTES

SIGNATURE

DATE: 10/30/19
NAME: ADAM WOLTAG
TITLE: PRINCIPAL
LICENSE NO.: AR-18327

ALTERNATIVE CODE COMPLIANCE

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU
650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honolulupdc.org • CITY WEB SITE: www.honolulu.gov

KIRK CALDWELL
MAYOR

KATHY K. SOKUGAWA
ACTING DIRECTOR

TIMOTHY F. T. HIU
DEPUTY DIRECTOR

EUGENE H. TAKAHASHI
DEPUTY DIRECTOR

2019/ELOG-1993
B19-166 (WN)

October 17, 2019

Mr. Adam Woltag, AIA, LEED AP, Partner
WRNS Studio
677 Ala Moana Boulevard, Suite 307
Honolulu, Hawaii 96813

Dear Mr. Woltag:

SUBJECT: Request for Confirmation of Alternative Building Code Use for Areas of Refuge
1333 River Street
Permit Application No. A2019-08-1296
Tax Map Key: 1-7-006: 012

This is in response to your letter dated October 7, 2019, regarding the above subject matter.

We have no objections to your request to use the 2012 International Building Code, Section 1007.3, which exempts the requirements of an area of refuge if equipped throughout by an automatic sprinkler system installed in accordance with Section 903.3.1.1 or 903.3.1.2.

Should you have any questions, please contact Mr. Willard Nishigata of our Plan Review Section, at 768-8232

Very truly yours,

Wendel Ko, Acting Chief
Building Division

ZONING SUMMARY

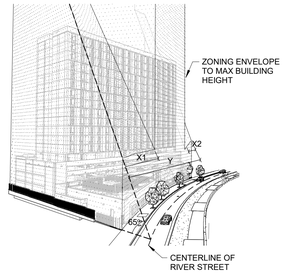
REVISED ORDINANCE OF HONOLULU 2018; CHAPTER 21 - LAND USE ORDINANCE , UON

TRANSIT-ORIENTED DEVELOPMENT DESIGN STANDARDS, ORDINANCE 17-54, WHICH AMENDS CHAPTER 21 AS RELATED TO TOD SPECIAL DISTRICTS.

BUILDING FORM	MAXIMUM FLOOR AREA RATIO (FAR) WITHOUT BONUSES:	4.0	TABLE 21-3.4
		21-9.100-8.a.1.A DOES NOT LIST BMX-4. BMX-3 LISTS A BASE FAR OF 2.5, MAXIMUM FAR WITH PD-T PERMIT OF 7.0. DOWNTOWN TOD PLAN FIGURE 2-6 ALLOWS FAR UP TO 7.5.	DOWNTOWN TOD PLAN FIGURE 2-6
	LOT AREA:	26,925 SQ FT (.618 ACRE)	TOD 21-9.100-8 (a) (1) (A)
	ALLOWABLE FLOOR AREA:	107,700 SQ FT	
	PROPOSED FLOOR AREA:	157,946 SQ FT (EXCLUDING PARKING AREAS)	21-3.120-1
	PROPOSED FAR:	5.9	21-3.120-2(c)
	MAXIMUM BUILDING HEIGHT:	350 FEET	21-3.120-2(c)(4)
	PROPOSED BUILDING HEIGHT:	165 FEET (WITHOUT PENTHOUSE)	FIGURE 21-3.9
	BMX-4 DISTRICT HEIGHT SETBACK:	50% OF STREET FRONTAGE MUST SET BACK AT AN ANGLE OF 65 DEGREES FROM THE CENTERLINE OF THE STREET (SEE DIAGRAM THIS SHEET)	TABLE 21-3.4
	MAXIMUM BUILDING AREA: (% OF ZONING LOT)	NOT REGULATED	TABLE 21-3.4
	PROPOSED BUILDING AREA:	78% OF ZONING LOT (20,976 SF BUILDING AREA DIVIDED BY 26,925 SF LOT AREA)	TABLE 21-3.4
LAND USE	ALLOWABLE USE:	DWELLINGS, MULTIFAMILY CONVENIENCE STORES. EATING ESTABLISHMENTS RETAIL ESTABLISHMENTS MEETING FACILITIES. PUBLIC USES AND STRUCTURES	TABLE 21-3
OFF-STREET PARKING	LUO CALCULATION: DWELLINGS, MULTI-FAMILY: OFFICE: RETAIL:	 1 STALL PER UNIT 1 PER 600 SQ FT OVER 4,000 SQ FT 1 PER 600 SQ FT OVER 4,000 SQ FT	TABLE 21-6.2 21-5.610A(a)(3)
	MULTI-FAMILY UNITS: OFFICE AREA: RETAIL:	156 UNITS = 156 SPACES LESS THAN 4,000 SQ FT= 0 SPACES LESS THAN 4,000 SQ FT= 0 SPACES	
	REQUIRED SPACES:	156 SPACES	
	TOTAL PROVIDED SPACES: **201H EXEMPTION**	51 SPACES	
	TOD DESIGN STANDARDS CALCULATION: DWELLINGS, MULTI-FAMILY:	 0 STALL PER UNIT 300 SF OR LESS 0.5 STALL PER UNIT 301-600 SF 0.75 STALL PER UNIT 601-800 SF 1 STALL PER UNIT 801 SF OR MORE	TOD 21-9.100-8 (c)(1)(B)
	MULTI-FAMILY UNITS:	130 UNITS @ 301-600 SF = 65 SPACES 26 UNITS @ 801 SF OR MORE = 26 SPACES	
	REQUIRED SPACES: PARKING SPACE SIZE:	91 SPACES REGULAR SIZE 8'-3" WIDE X 18'-0" LONG	
	TOTAL PROVIDED SPACES: **201H EXEMPTION**	51 SPACES NO MINIMUM PARKING REQUIREMENT LISTED FOR NON-RESIDENTIAL USES.	TOD 21-9.100-8 (c)(1)(A)
	GROUND FLOOR PARKING: REQUIRED:	AT-GRADE PARKING CANNOT BE LOCATED WITHIN 40 FEET OF ANY FRONT PROPERTY LINE.	TOD 21-9.100-8 (c)(2)
	PROVIDED:	COMPLIES	
OFF-STREET LOADING	MULTIFAMILY: RETAIL: OFFICE:	2 PER 151- 300 UNITS 1 PER 2,000 - 10,000 SQ FT 1 PER 20,000 - 50,000 SQ FT	21-6.100
	MULTIFAMILY: RETAIL: OFFICE:	156 UNITS = 2 SPACES LESS THAN 2,000 SQ FT = 0 SPACES LESS THAN 20,000 SQ FT = 0 SPACES	
	TOTAL REQUIRED SPACES:	2 SPACES, EACH SIZE	
	TOTAL PROVIDED SPACES:	1 LARGE SPACE	
	LOADING SPACE DIMENSIONS: **201H EXEMPTION**	12x35x14 LARGE SPACE 8 1/2x19x10 SMALL SPACE	21-6.120
	REQUIRED:	SERVICE AREAS AND LOADING SPACES MUST BE LOCATED AT THE SIDE OR REAR OF THE SITE.	
	PROVIDED: **201H EXEMPTION**	SERVICE AREAS AND LOADING SPACES ARE LOCATED WITHIN THE BUILDING.	TOD 21-9.100-8 (c)(3)
BIKE PARKING	RESIDENTIAL: SHORT TERM: LONG TERM:	 1 PER 10 UNITS 1 PER 2 UNITS	21-6.150
	REQUIRED: SHORT TERM: LONG TERM:	 156 UNITS / 10 = 16 SPACES 156 UNITS / 2 = 78 SPACES	
	PROVIDED: SHORT TERM: LONG TERM: **201H EXEMPTION**	 6 SPACES 76 SPACES	
	NON-RESIDENTIAL: SHORT TERM: LONG TERM:	 1 PER 2,000 SF 1 PER 12,000 SF	
	REQUIRED: SHORT TERM: LONG TERM:	 4,636 / 2,000 = 3 SPACES 4,636 / 12,000 = 1 SPACES	
	PROVIDED: SHORT TERM: LONG TERM:	 3 SPACES 1 SPACES	
	LOCATION: REQUIRED:	MUST BE AS CLOSE AS FEASIBLE TO AN ENTRANCE TO BE VISIBLE FROM THE STREET, OR PROVIDE SIGNAGE TO BICYCLE PARKING.	TOD 21-9.100-8 (c)(6)(B)
	PROVIDED:	PROJECT WILL PROVIDE SIGNAGE TO BICYCLE PARKING	
LANDSCAPING	STREET TREES:	INSTALL STREET TREES PER STREET TREE PLAN NO STREET TREE PLAN IN PLACE FOR RIVER STREET	21-3.120-2(c)(6) TOD 21-9.100-8 (a)(3)(H)
	LANDSCAPING: **201H EXEMPTION**	EXCEPT FOR NECESSARY DRIVES AND WALKWAYS, ALL YARDS MUST BE LANDSCAPED	21-3.120-2(c)(1)

DEVELOPMENT STANDARDS SUMMARY	BUILDING ADDRESS:	1333 RIVER STREET	
	TMK:	1-7-006:012	
	DEVELOPMENT PLAN AREA:	PRIMARY URBAN CENTER	
	TOD LAND USE:	DOWNTOWN MIXED USE	
	STATE LAND USE:	URBAN DISTRICT	
	FLOOD ZONE:	X - BEYOND 500 YEAR FLOOD PLAIN	
	TSUNAMI EVACUATION ZONE:	NO	
	NEIGHBORHOOD BOARD:	13 - DOWNTOWN	
	SPECIAL MANAGEMENT AREA (SMA):	NO	
ZONING	DISTRICT:	BMX-4 - CENTRAL BUSINESS MIXED USE	
TOD SPECIAL DISTRICT	KEY STREETS:	KEY STREETS IN DOWNTOWN DISTRICT NOT IDENTIFIED IN ORDINANCE.	TOD 21-9.100 (c)
	TOD STATION AREA:	DEFINED AS LAND WITHIN ONE-HALF MILE OF TRANSIT STATION, WHICH IS ROUGHLY 5-10 MINUTE WALK AND AS IDENTIFIED ON EXHIBITS. NO EXHIBIT FOUND IN ORDINANCE.	TOD 21-9.100 (c)
	NEIGHBORHOOD TOD PLAN	DESCRIPTION OF DOWNTOWN TOD NEIGHBORHOOD PLAN NOT FOUND IN ORDINANCE.	TOD 21-9.100-2 (g)
	TOD SPECIAL DISTRICT OBJECTIVES	PROJECT MEETS INTENT OF LISTED OBJECTIVES	TOD 21-9.100-6
	ACTIVE GROUND FLOOR ACTIVITIES	DEFINITION FOR ACTIVE GROUND FLOOR ACTIVITIES DOES NOT MENTION COURTYARDS/ PLAZAS OR COMMUNITY ROOMS. PROJECT PROPOSES THAT THESE USES MEET THE INTENT OF THE TOD OBJECTIVE. NOTE THAT FIG. 2-5 IN THE DOWNTOWN TOD PLAN DOES NOT DESIGNATE PROJECT SITE AS REQUIRED TO BE ACTIVE, ONLY THAT IT IS ENCOURAGED. PEDESTRIAN-ORIENTED DESIGN REQUIRED.	TOD 21-9.100-7 (a)
BUILDING PLACEMENT	FRONT YARD SETBACK: REQUIRED:	KEY STREETS HAVE NOT BEEN IDENTIFIED IN DOWNTOWN PLAN. EXCEPTION ALLOWS THE BUILDING TO MATCH THE SETBACK OF OTHER BUILDINGS SHARING THE SAME FRONTAGE. THE ADJACENT TEMPLE IS LOCATED ON THE PROPERTY LINE WITH NO SETBACK.	TOD 21.9-100-8 (a) (3) (C) EXCEPTION (ii)
	PROVIDED:	PROJECT IS CONSISTENT WITH THIS ADJACENT ALIGNMENT.	
	REQUIRED:	5 FEET MINIMUM SETBACK FOR STRUCTURES UP TO 12 FEET IN HEIGHT.	TABLE 21-3.9
	PROVIDED: **201H EXEMPTION**	0 FEET SETBACK AT MPR SPACE	
	SETBACK IMPROVEMENTS: REQUIRED:	ON LOTS WITH A STREET FRONTAGE GREATER THAN 100 FEET PER FRONTAGE, 65% OF THE GROUND FLOOR FACADE MUST BE WITHIN THE 10 FOOT FRONT SETBACK PER FIG. 21-9.7 FOR BMX-3 (BMX-4 NOT LISTED)	TOD 21-9.100-8 (a)(3)(D)(iii)
	PROVIDED: **201H EXEMPTION**	MPR SPACE IS LOCATED AT ZERO FOOT SETBACK AND MAKES UP 40% OF FRONTAGE.	
	SIDE + REAR SETBACK:	0 FEET	TABLE 21-3.9

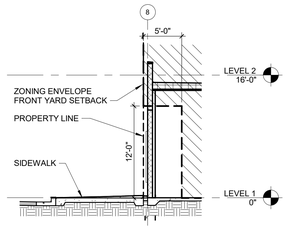
BUILDING FORM



Y TOTAL STREET FRONTAGE = 217 FT
X1+X2 SEGMENTS SET BACK AT 65° = 116 FT
PERCENT FRONTAGE SET BACK = 54% **COMPLIANT**

BUILDING PLACEMENT

FRONT YARD SETBACK AT MPR



LOT AREA:	MINIMUM LOT AREA: ACTUAL LOT AREA:	5,000 SQ FT 29,925 SQ FT	TABLE 21-3.9 TABLE 21-3.9
	MINIMUM LOT WIDTH AND DEPTH: ACTUAL LOT WIDTH AND DEPTH:	50 FEET 217 FEET WIDTH AND 100 TO 186 FEET DEPTH	
BUILDING FACADE STANDARDS:	SETBACK IMPROVEMENTS: REQUIRED:	COVERED PORCHES, STOOPS AND LANAI CAN ENCROACH INTO FRONT YARD. OTHER PORTIONS MUST BE LANDSCAPED, EXCEPT FOR NECESSARY DRIVES AND WALKWAYS.	TOD 21-9.100-8 (a)(3)(E)(ii)
	PROVIDED: **201H EXEMPTION**	NECESSARY DRIVES AND WALKWAYS AND PAVED COURTYARD	
	FACADE ORIENTATION: REQUIRED:	BUILDING FACADE MUST PREDOMINANTLY ORIENT TO, AND BE PARALLEL WITH, THE STREET, PROPERTY LINE OR ADJACENT SPACES. A PRIMARY BUILDING ENTRANCE MUST BE PLACED ON THE STREET FRONTAGE.	TOD 21-9.100-8 (a)(4)(A)
	PROVIDED:	COMPLIES	
	SEPARATE BUSINESS ENTRANCES REQUIRED:	WHERE MULTIPLE BUSINESSES ARE LOCATED ALONG THE FRONT FACADE OF THE GROUND FLOOR, EACH MUST HAVE A SEPARATE ENTRANCE.	TOD 21-9.100-8 (a)(4)(B)
	PROVIDED:	COMPLIES	
	BUILDING ENTRANCE SPACING REQUIRED:	AT LEAST ONE ENTRANCE MUST BE PLACED EVERY 50 FEET OF A BUILDING FACADE FACING A STREET OR PLAZA.	TOD 21-9.100-8 (a)(4)(C)
	PROVIDED: **201 H EXEMPTION**	BUILDING ENTRANCES OCCUR FACING COURTYARD WITHOUT ENTRANCES ALONG MPR FACING STREET.	
	BUILDING FACADE TRANSPARENCY REQUIRED:	BUILDING FACADES WITHIN 20 FEET OF A FRONT OR STREET FACING PROPERTY MUST CONTAIN WINDOWS, DOORS OR OTHER OPENINGS FOR AT LEAST 60% OF THE FACADE LOCATED BETWEEN 2.5 AND 7 FEET ABOVE SIDEWALK. BLANK WALLS CANNOT EXTEND FOR MORE THAN 25 FEET IN A CONTINUOUS HORIZONTAL PLANE.	TOD 21-9.100-8 (a)(5)(A)
	PROVIDED:	FACE OF MPR FRONTING STREET IS THE ONLY PORTION OF THE FACADE WITHIN 20 FEET. 60% OF THAT FACADE WITHIN THE DESIGNATED HORIZONTAL BAND ARE WINDOWS. COMPLIES.	

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLTAG
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020

HALEWAI'OLU SENIOR RESIDENCES
1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:
ZONING SUMMARY

SHEET NO:
G-101

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.

5/12/2020 10:24:33 AM

CODE SUMMARY

INTERNATIONAL BUILDING CODE 2006 (IBC 2006) & BC AS ADOPTED
AND AMENDED BY HAWAII STATE BUILDING CODE (HAR-3-180)

PROTECTION OF OPENINGS IN WIND-BORNE DEBRIS REGIONS

GLAZING IN OCCUPANCY CATEGORY II, III, OR IV BUILDINGS LOCATED OVER 60 FEET ABOVE THE GROUND AND OVER 30 FEET ABOVE AGGREGATE SURFACE ROOFS LOCATED WITHIN 1,500 FEET OF THE BUILDING SHALL BE PERMITTED TO BE UNPROTECTED. — 1609.1.2 EXCEPTION 3 EXCEPTION 4

GLAZING IN OCCUPANCY CATEGORY II AND III BUILDINGS THAT CAN RECEIVE POSITIVE EXTERNAL PRESSURE IN THE LOWER 60 FEET SHALL BE ASSUMED TO BE OPENINGS UNLESS SUCH GLAZING IS IMPACT-RESISTANT OR PROTECTED WITH AN IMPACT-RESISTANT SYSTEM.

GARAGE VENTILATION CALCULATION 406.3.3.1

AT LEAST 20% OF TOTAL PERIMETER WALL PER TIER TO BE OPEN

REQUIRED	PROVIDED
2ND FLOOR TIER WALL AREA EWA 1,590 SF MAUKA 571 SF DIA. HD. 1,591 SF MAKAI 779 SF TOTAL: 4,531 SF TOTAL REQUIRED OPENINGS PER TIER: 4,531 SF x 20% = 906 SF	2ND FLOOR TIER WALL AREA EWA 979 SF MAUKA 0 SF DIA. HD. 124 SF MAKAI 124 SF TOTAL: 1,227 SF COMPLIANT
3RD FLOOR TIER WALL AREA EWA 1,433 SF MAUKA 511 SF DIA. HD. 1,429 SF MAKAI 515 SF TOTAL: 3,888 SF TOTAL REQUIRED OPENINGS PER TIER: 3,888 SF x 20% = 778 SF	3RD FLOOR TIER WALL AREA EWA 824 SF MAUKA 0 SF DIA. HD. 559 SF MAKAI 124 SF TOTAL: 349 SF COMPLIANT

AT LEAST 40% OF AGGREGATE LENGTH OF WALL PER TIER TO BE OPEN

REQUIRED	PROVIDED
2ND FLOOR TIER WALL AREA EWA 171 LF MAUKA 61 LF DIA. HD. 170 LF MAKAI 86 LF TOTAL: 488 LF TOTAL REQUIRED OPENINGS PER TIER: 488 SF x 40% = 196 LF	2ND FLOOR TIER WALL AREA EWA 169 LF MAUKA 0 LF DIA. HD. 56 LF MAKAI 124 LF TOTAL: 279 LF COMPLIANT
3RD FLOOR TIER WALL AREA EWA 171 LF MAUKA 61 LF DIA. HD. 170 LF MAKAI 62 LF TOTAL: 464 LF TOTAL REQUIRED OPENINGS PER TIER: 464 LF x 40% = 186 SF	3RD FLOOR TIER WALL AREA EWA 169 LF MAUKA 0 LF DIA. HD. 77 LF MAKAI 37 LF TOTAL: 283 LF COMPLIANT

SOUND TRANSMISSION

WALLS, PARTITIONS AND FLOOR / CEILING ASSEMBLIES SEPARATING DWELLING UNITS FROM EACH OTHER OR PUBLIC / SERVICE AREAS ARE DESIGNED TO MEET STC 50 FOR AIR-BORNE NOISE PER ASTM E 90. — 1207.2

FLOOR / CEILING ASSEMBLIES BETWEEN DWELLING UNITS OR BETWEEN A DWELLING UNIT AND PUBLIC / SERVICE AREA ARE DESIGNED TO MEET IIC 50 PER ASTM E 492. — 1207.3

HOUSING CODE ROH CHAPTER 27

ROOM DIMENSIONS
CEILING HEIGHTS: — SEC 27-4.3(a)
(1) HABITABLE SPACES ARE PROVIDED WITH A CEILING HEIGHT OF NOT LESS THAN 7'-6". KITCHENS AND BATHROOMS ARE PROVIDED WITH A CEILING HEIGHT OF NOT LESS THAN 7'-0".
(3) WHERE FURRED CEILINGS ARE PROVIDED THE CEILING HEIGHT IS NOT LESS THAN 7'-0".

FLOOR AREA: — SEC 27-4.3(b)
RESIDENTIAL UNITS COMPLY WITH AREA REQUIREMENTS FOR EACH SPACE.
(2) UNITS ARE PROVIDED WITH SEPARATE CLOSETS.
(3) UNITS ARE PROVIDED WITH KITCHENS CONTAINING A SINK, COOKING APPLIANCE AND REFRIGERATOR. CLEAR WORK SPACE IS PROVIDED. LIGHT AND VENTILATION CONFORMING TO THIS CODE IS PROVIDED.
(4) UNITS ARE PROVIDED WITH A BATHROOM CONTAINING A WATER CLOSET, LAVATORY, AND BATHTUB.

LIGHT AND VENTILATION: — SEC 27-4.4(a)
NATURAL LIGHT AND VENTILATION
(1) ALL HABITABLE ROOMS ARE PROVIDED WITH NATURAL LIGHT BY MEANS OF WINDOWS WITH AN AREA OF NOT LESS THAN ONE-TENTH OF THE FLOOR AREA OF SUCH ROOMS WITH A MINIMUM OF 10 SQUARE FEET. NOT LESS THAN ONE-HALF OF THE REQUIRED WINDOW OR SKYLIGHT AREA SHALL BE OPENABLE TO PROVIDE NATURAL VENTILATION.

MECHANICAL VENTILATION
(1) IN LIEU OF REQUIRED OPENABLE WINDOWS FOR NATURAL VENTILATION, A MECHANICAL VENTILATION
SYSTEM MAY BE PROVIDED FOR ALL SPACES EXCEPT BEDROOMS.

ACCESSIBLE UNITS:

ADAAG 233.3

UNITS WITH ACCESSIBLE MOBILITY FEATURES:
TOTAL # OF UNITS: 156
5% x 156 = 7.8 = 8 UNITS
1-BEDROOM
602 (1)
706
910
1104
1306
1401
1507
2-BEDROOM
805

UNITS WITH ACCESSIBLE COMMUNICATION FEATURES (HEARING / VISUALLY IMPAIRED):
2% x 156 = 3.12 = 4 UNITS
1-BEDROOM (1)
602
706
910
2-BEDROOM
805

UNIT AREAS:

(2)

UNIT TYPE	AREA
UNIT 1A	490 SF
UNIT 1B	482 SF
UNIT 1C	481 SF
UNIT 1D	476 SF
UNIT 2A & B	838 SF
UNIT 1E	475 SF

MAXIMUM AREA OF EXTERIOR WALL OPENINGS BASED ON FIRE SEPARATION DISTANCE — TABLE 704.8

MAXIMUM AREA OF EXTERIOR WALL OPENINGS (AS PERCENTAGE OF WALL AREA)

	0' - 3 "	>3'-5'	>5'-10'	>10'-15'	>15'-20'	>20'-25'	>25'-30'	>30'
UNPROTECTED, SPRINKLERED (UP,S)	NP	NP	10%	15%	25%	45%	70% (2)	NL
PROTECTED (P)	NP	15%	25%	45%	75%	NL	NL	NL

(NP=NOT PERMITTED, NL=NO LIMIT)
*IN BUILDINGS EQUIPPED WITH AUTOMATIC SPRINKLER SYSTEM PER BC 903.3.1.1, MAXIMUM ALLOWABLE AREA OF UNPROTECTED OPENINGS SHALL BE THE SAME AS TABULATED LIMITATIONS FOR PROTECTED OPENINGS. — 704.8.1

OCCUPANT LOAD — TABLE 1004.1.1

OCCUPANCY CLASSIFICATION	FUNCTION OF SPACE	OCCUPANT LOAD (SF PER OCCUPANT)
ASSEMBLY GROUP A-3	ASSEMBLY, UNCONCENTRATED (MULTI-PURPOSE ROOM, REC DECK)	15 NET
BUSINESS GROUP B	BUSINESS AREAS	100 GROSS
	ASSEMBLY, UNCONCENTRATED (CONFERENCE ROOMS, ACTIVITY ROOMS)	15 NET
	STORAGE/MECH/ELEC ROOMS	300 GROSS
FACTORY GROUP F-1	STORAGE/MECH/ELEC ROOMS	300 GROSS
	INDUSTRIAL	100 GROSS
MERCANTILE GROUP M	RETAIL	30 GROSS
RESIDENTIAL GROUP R-2	DWELLING UNITS	200 GROSS
	STORAGE/MECH/ELEC ROOMS	300 GROSS
	EXERCISE ROOMS	50 GROSS
STORAGE GROUP S-1	STORAGE	300 GROSS
STORAGE GROUP S-2	PARKING GARAGE	200 GROSS

FIRE DOOR, FIRE SHUTTER AND FIRE WINDOW ASSEMBLY FIRE PROTECTION RATINGS — TABLE 715.4 TABLE 715.5

NP = NOT PERMITTED

TYPE OF ASSEMBLY	REQUIRED ASSEMBLY RATING (HRS)	MIN FIRE DOOR AND FIRE SHUTTER ASSEMBLY RATING (HRS)	MIN FIRE WINDOW ASSEMBLY RATING (HRS)
FIRE WALL / FIRE BARRIER > 1HR	4 3 2 1 1/2	3 3 1 1/2 1 1/2	NP
1HR FIRE BARRIER SHAFT, EXIT ENCLOSURE AND EXIT PASSAGEWAY WALLS	1	1	-
OTHER FIRE BARRIERS	1	3/4	-
FIRE PARTITIONS: CORRIDOR WALLS	1 0.5	1/3 1/3	3/4 1/3
OTHER FIRE PARTITIONS	1 0.5	3/4 1/3	3/4 1/3
EXTERIOR WALLS	3 2 1	1 1/2 1 1/2 3/4	1 1/2 1 1/2 3/4
SMOKE BARRIER	1	1/3	3/4

ACCESSIBLE MEANS OF EGRESS

ACCESSIBLE ELEVATOR AS A MEANS OF EGRESS — 1007.2.1 1007.4

REQUIRED WHERE AN ACCESSIBLE FLOOR IS FOUR OR MORE STORIES ABOVE/BELOW A LEVEL OF EXIT DISCHARGE.

EXIT STAIRWAYS — 1007.3 EXCEPTION 3

ALL STAIRWAYS QUALIFY AS AN ACCESSIBLE MEANS OF EGRESS PER 1007.3: 44" MINIMUM WIDTH

EXCEPTION 3: 48" WIDTH NOT REQUIRED IN BUILDINGS EQUIPPED THROUGHOUT WITH AN AUTOMATIC SPRINKLER SYSTEM PER 903.3.1.1 OR 903.3.1.2.

AREA OF REFUGE

NOT REQUIRED FOR EXIT STAIRWAYS IN BUILDINGS EQUIPPED THROUGHOUT WITH AUTOMATIC SPRINKLER SYSTEMS INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1. — IBC 2012 1007.3 EXCEPTION 2

ELEVATORS ARE NOT REQUIRED TO BE ACCESSED FROM AN AREA OF REFUGE IN BUILDINGS EQUIPPED THROUGHOUT WITH AUTOMATIC SPRINKLER SYSTEMS INSTALLED IN ACCORDANCE WITH SECTION 903.3.1.1. — IBC 2012 1007.4 EXCEPTION 2

(3) PROJECT OBTAINED AN ALTERNATIVE MEANS OF COMPLIANCE APPROVAL FROM AHJ TO OMIT STAIRWELL AREAS OF REFUGE PER 2012 IBC, SEE G-101 FOR COPY OF APPROVAL.

MEANS OF EGRESS

EXIT WIDTH FOR STAIRWAYS — 1007.3 EXCEPTION 3 1009.1

MINIMUM EGRESS WIDTH = 44" , BUT NOT LESS THAN 0.2 INCH PER OCCUPANT (SPRINKLER SYSTEM PROVIDED)

EXIT WIDTH FOR MEANS OF EGRESS COMPONENTS OTHER THAN STAIRWAYS — 1005.1 TABLE 1005.1

MINIMUM EGRESS WIDTH = 0.15 INCH PER OCCUPANT (SPRINKLER SYSTEM PROVIDED)

RAMPS — 1010.1 1010.5.1

RUNNING SLOPE NOT STEEPER THAN 1:12, CROSS SLOPE NOT STEEPER THAN 1:48.
MINIMUM EGRESS WIDTH = 44"

NUMBER OF EXITS — TABLE 1015.1 1019.1 TABLE 1019.1 1014.2

LEVEL	# OF EXITS REQ'D	# OF EXITS PROVIDED
LEVEL 1:	3	4
LEVEL 2:	2	2
LEVEL 3:	2	2
LEVEL 4:	2	2
LEVELS 5-17:	2	2

MEANS OF EGRESS SIZING (STAIRWAYS) — 1005.1 TABLE 1005.1

LEVEL 1: 102 OCCUPANTS * 0.2 = 20.4" REQ'D. / 88" PROVIDED
LEVEL 2: 57 OCCUPANTS * 0.2 = 11.4" REQ'D. / 88" PROVIDED
LEVEL 3: 285 OCCUPANTS * 0.2 = 57" REQ'D. / 88" PROVIDED
LEVEL 4: 41 OCCUPANTS * 0.2 = 8.2" REQ'D. / 88" PROVIDED
LEVELS 5-17: 41 OCCUPANTS * 0.2 = 8.2" REQ'D. / 88" PROVIDED

MINIMUM CORRIDOR WIDTH — 1017.2 TABLE 1005.1

R-2, A-3, B, F-1, M, S-1, S-2 OCCUPANCIES: 44", BUT NOT LESS THAN 0.15 INCH PER OCCUPANT

24" WIDE CORRIDORS ARE PERMITTED FOR ACCESS TO ELECTRICAL, MECHANICAL OR PLUMBING EQUIPMENT OR SYSTEMS. — 1017.2 EXCEPTION 1

36" WIDE CORRIDORS ARE PERMITTED IF THE OCCUPANT LOAD SERVED IS < 50. — 1017.2 EXCEPTION 2

SPACES WITH ONE EXIT OR EXIT ACCESS DOORWAY (PERMITTED FOR EITHER CONDITION): — TABLE 1015.1 1014.3 EXCEPTION 1 EXCEPTION 4

	MAX OCC LOAD	MAX COMMON PATH OF TRAVEL
R-2 OCCUPANCY:	10	125'-0"
A OCCUPANCY:	49	75'-0"
B OCCUPANCY:	49	100'-0"
F OCCUPANCY:	49	100'-0"
M OCCUPANCY:	49	75'-0"
S OCCUPANCY:	29	100'-0"

EXIT ACCESS TRAVEL DISTANCE (WITH FIRE SPRINKLERS) — TABLE 1016.1

A, F-1, M, R, S-1 OCCUPANCIES:	250'-0"
B OCCUPANCY:	300'-0"
S-2 OCCUPANCY:	400'-0"

CORRIDOR DEAD ENDS — 1017.3

A-3 OCCUPANCY:	20'-0"
B OCCUPANCY:	50'-0"
F OCCUPANCY:	50'-0"
M OCCUPANCY:	20'-0"
R OCCUPANCY:	20'-0"
S OCCUPANCY:	20'-0"

*FOR CORRIDORS SERVING BOTH A, B, M & R OCCUPANCIES, THE SHORTEST DEAD END DISTANCE GOVERNS. — 1017.3, EXCEPTION 2

AUTOMATIC SPRINKLER SYSTEM

AUTOMATIC SPRINKLER SYSTEM (NFPA 13) PROVIDED THROUGHOUT IN ACCORDANCE WITH BC 903.3.1.1 AND A SECONDARY WATER SUPPLY WHERE REQUIRED BY SECTION 903.3.5.2. — 903.3.1.1

STANDPIPE SYSTEMS SHALL COMPLY WITH SECTION 905. — 905

FIRE ALARM SYSTEM

FIRE ALARM SYSTEM SHALL BE PROVIDED IN ACCORDANCE WITH SECTION 907.2. — 907.2

TYPE OF CONSTRUCTION RISK CLASSIFICATION

TYPE IA, FULLY SPRINKLERED — 602.2
II — TABLE 1604.5

OCCUPANCY CLASSIFICATION

PRIMARY: R-2 - RESIDENTIAL APARTMENTS — 310.1

ADDITIONAL (NON-SEPARATED OCCUPANCIES):
A-3 - ASSEMBLY — 303.1
B - BUSINESS — 304.1
F-1 - EQUIPMENT/MAINTENANCE — 306.2
M - MERCANTILE — 309.1
S-1 - STORAGE — 311.2
S-2 - PARKING GARAGE — 311.3

REQUIRED FIRE RESISTIVE RATINGS

FOR BUILDINGS NOT GREATER THAN 420 FEET IN HEIGHT, TYPE IA CONSTRUCTION SHALL BE PERMITTED TO BE REDUCED TO TYPE IB. — 403.3.1.1

		CHAPTER 6 TABLE 601
PRIMARY STRUCTURAL FRAME	2 HOUR* *COLUMNS SUPPORTING FLOORS SHALL NOT BE ALLOWED TO BE REDUCED PER 403.3.1.	
BEARING WALLS - EXTERIOR	2 HOUR	
BEARING WALLS - INTERIOR	2 HOUR	
NON-BEARING WALLS - EXTERIOR	SEE "FIRE SEPARATION DISTANCE" BELOW	
NON-BEARING WALLS - INTERIOR	NO RATING REQUIRED	
FLOOR CONSTRUCTION	2 HOUR	TABLE 1505.1
ROOF CONSTRUCTION	1 HOUR, CLASS B CONSTRUCTION	
ROOF SUPPORTS	1 HOUR	1020.1
STAIRWAY ENCLOSURE	2 HOUR	707.4
SHAFT ENCLOSURES	2 HOUR	
EXIT PASSAGEWAY	2 HOUR - NOT LESS THAN THAT REQUIRED FOR ANY CONNECTING EXIT ENCLOSURE	1020.1, 1021.3
DWELLING UNIT SEPARATION:		
WALLS	1 HOUR	419.2, 708.3
FLOOR/CEILING ASSEMBLIES	1 HOUR	419.3, 711.3

STEEL NOT REQ'D TO BE RATED:
-MECH EQUIP SUPPORT
-CANOPY FRAMING
-STAIRS
-ELEVATOR RAIL SUPPORTS & DIVIDER BEAMS

PARAPET

SAME FIRE RATING AS SUPPORTING WALL. NON-COMBUSTIBLE FACES FOR UPPERMOST 18 INCHES. 30 INCH HEIGHT MINIMUM. NO PARAPET IS REQUIRED IF ROOF AND SUPPORTING CONSTRUCTION IS NON-COMBUSTIBLE. — 705.11

HIGH-RISE BUILDINGS

AUTOMATIC SPRINKLER SYSTEM PROVIDED THROUGHOUT IN ACCORDANCE WITH BC 903.3.1.1 AND A SECONDARY WATER SUPPLY WHERE REQUIRED BY BC 903.3.5.2.	403.2
EMERGENCY ESCAPE AND RESCUE OPENINGS PER BC 1026 ARE NOT REQUIRED.	403.4
AUTOMATIC FIRE/SMOKE DETECTION PROVIDED IN ACCORDANCE WITH BC 907.2.12.1.	403.5
EMERGENCY VOICE/ALARM COMMUNICATION SYSTEMS PROVIDED IN ACCORDANCE WITH BC 907.2.12.2.	403.6
TWO-WAY FIRE DEPARTMENT COMMUNICATION SYSTEM PROVIDED IN ACCORDANCE WITH BC 907.2.12.3.	403.7
FIRE COMMAND COMPLYING WITH BC 911 AND THE FIRE CODE PROVIDED. FIRE COMMAND STATIONS SHALL BE APPROVED BY THE FIRE CHIEF.	403.8 HAR 3-180-22 HAR 3-180-26
ELEVATORS PROVIDED IN ACCORDANCE WITH CHAPTER 30.	403.9
STANDBY POWER SYSTEM IN ACCORDANCE WITH BC 2702 AND BC 403.10.2 PROVIDED.	403.10
EMERGENCY POWER SYSTEMS COMPLYING WITH BC 2702 AND BC 403.11.1 PROVIDED.	403.11
SMOKEPROOF EXIT ENCLOSURES COMPLYING WITH BC 909.20 AND BC 1020.1.7 PROVIDED. EXIT STAIRWAY ENCLOSURES ARE PRESSURIZED PER BC 909.20.5.	403.12

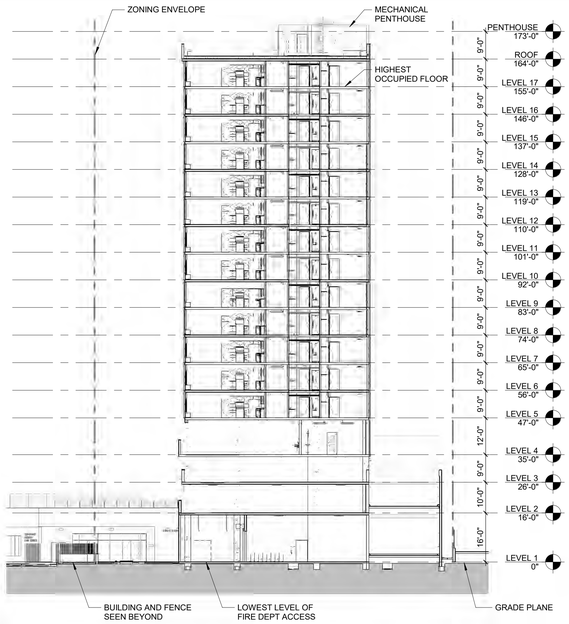
ALLOWABLE BUILDING HEIGHT & AREA (ALL OCCUPANCIES)

ALLOWABLE HEIGHT	UNLIMITED	TABLE 503
ALLOWABLE NO. OF STORIES	UNLIMITED	TABLE 503
ALLOWABLE AREA	UNLIMITED	TABLE 503

ACTUAL BUILDING HEIGHT & AREA

(SEE BUILDING HEIGHT DIAGRAM THIS SHEET)

ACTUAL HEIGHT	164'-0" TO AVERAGE HEIGHT OF MAIN ROOF SURFACE, WITHOUT PENTHOUSE
ACTUAL NO. OF STORIES	17 STORIES
ACTUAL AREA (PER FLOOR)	LEVEL 1: 19,619 FT² (3)
	LEVEL 2: 15,905 FT²
	LEVEL 3: 14,889 FT²
	LEVEL 4: 9,372 FT²
	LEVELS 5 - 17: 9,290 FT² (3)
ACTUAL AREA (GROSS BUILDING AREA)	TOTAL BLDG 180,549 FT²



"HIGH RISE BUILDING" DEFINITION (CHAP 2)
A BUILDING WITH AN OCCUPIED FLOOR LOCATED MORE THAN 75 FEET ABOVE LOWEST LEVEL OF FIRE DEPARTMENT VEHICLE ACCESS.

"BUILDING HEIGHT" DEFINITION (CHAP 2)
VERTICAL DISTANCE FROM GRADE PLANE TO THE AVERAGE HEIGHT OF ROOF SURFACE

FIRE SEPARATION RATING REQUIREMENTS FOR EXTERIOR WALLS BASED ON FIRE SEPARATION DISTANCE AND TYPE OF CONSTRUCTION (IA) — CHP. 6 TABLE 602

DISTANCE	OCCUPANCY F-1, M, S-1	OCCUPANCY A, B, R, S-2
0 FT < X < 5 FT =	2 HR	1 HR
5 FT ≤ X < 10 FT =	2 HR	1 HR
10 FT ≤ X < 30 FT =	1 HR	1 HR*
30 FT ≤ X =	NR	NR

*OPEN PARKING GARAGES COMPLYING WITH BC 406 SHALL NOT REQUIRE A FIRE RESISTANCE RATING.

EXTERIOR WALLS OF MORE THAN 5 FEET FIRE SEPARATION DISTANCE SHALL BE RATED FOR EXPOSURE FROM THE INSIDE. EXTERIOR WALLS OF 5 FEET OR LESS FIRE SEPARATION DISTANCE SHALL BE RATED FOR EXPOSURE FROM BOTH SIDES. — 704.5

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
H O N O L U L U
H A W A I I 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:
CODE SUMMARY

SHEET NO:
G-102

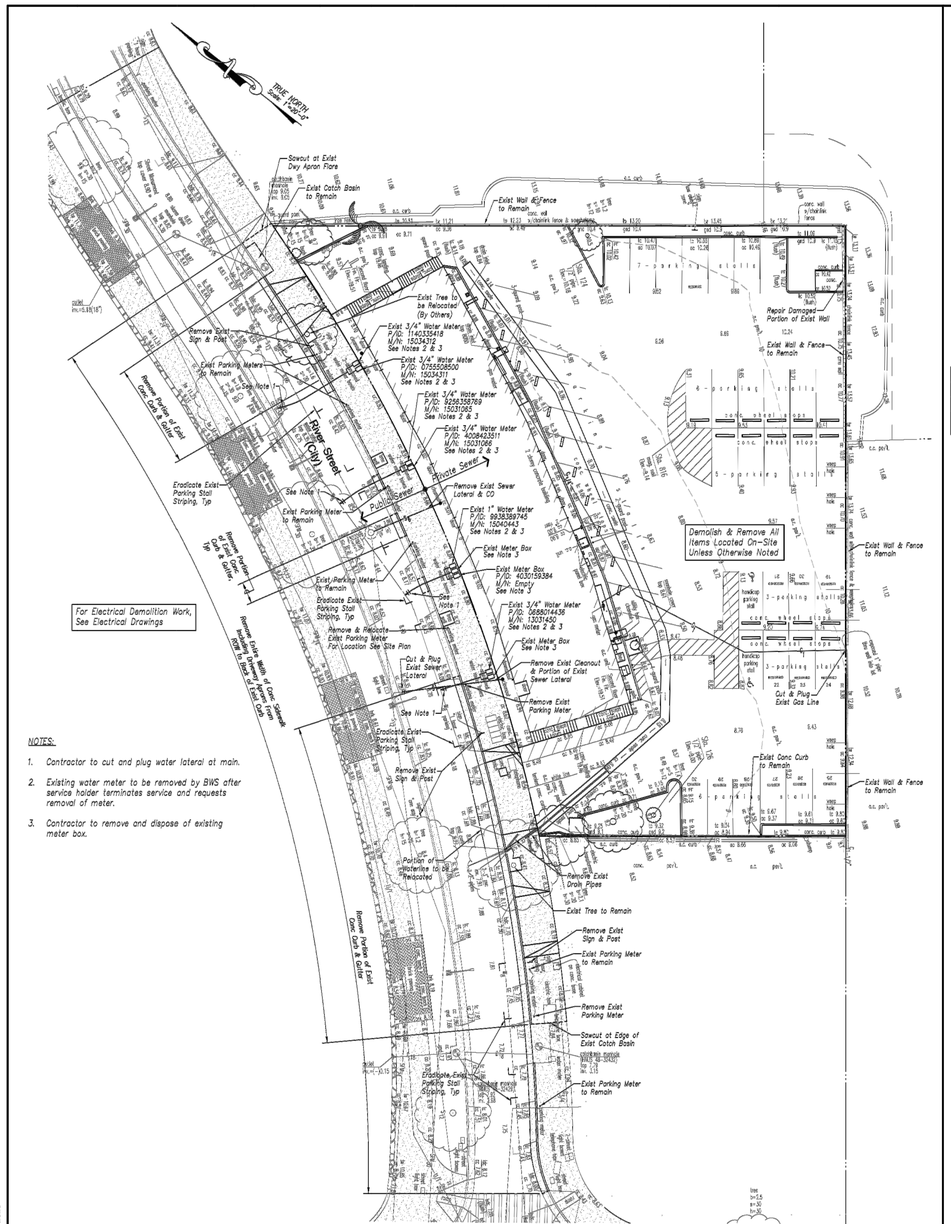
4/30/2020 8:42:16 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
H O N O L U L U
H A W A I I 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

Gray • Hong • Nojima & Associates, Inc.
201 Merchant Street, Suite 1900
Honolulu, Hawaii 96813
Telephone: (808) 521-0306
Fax: (808) 531-8018
CONSULTING ENGINEERS

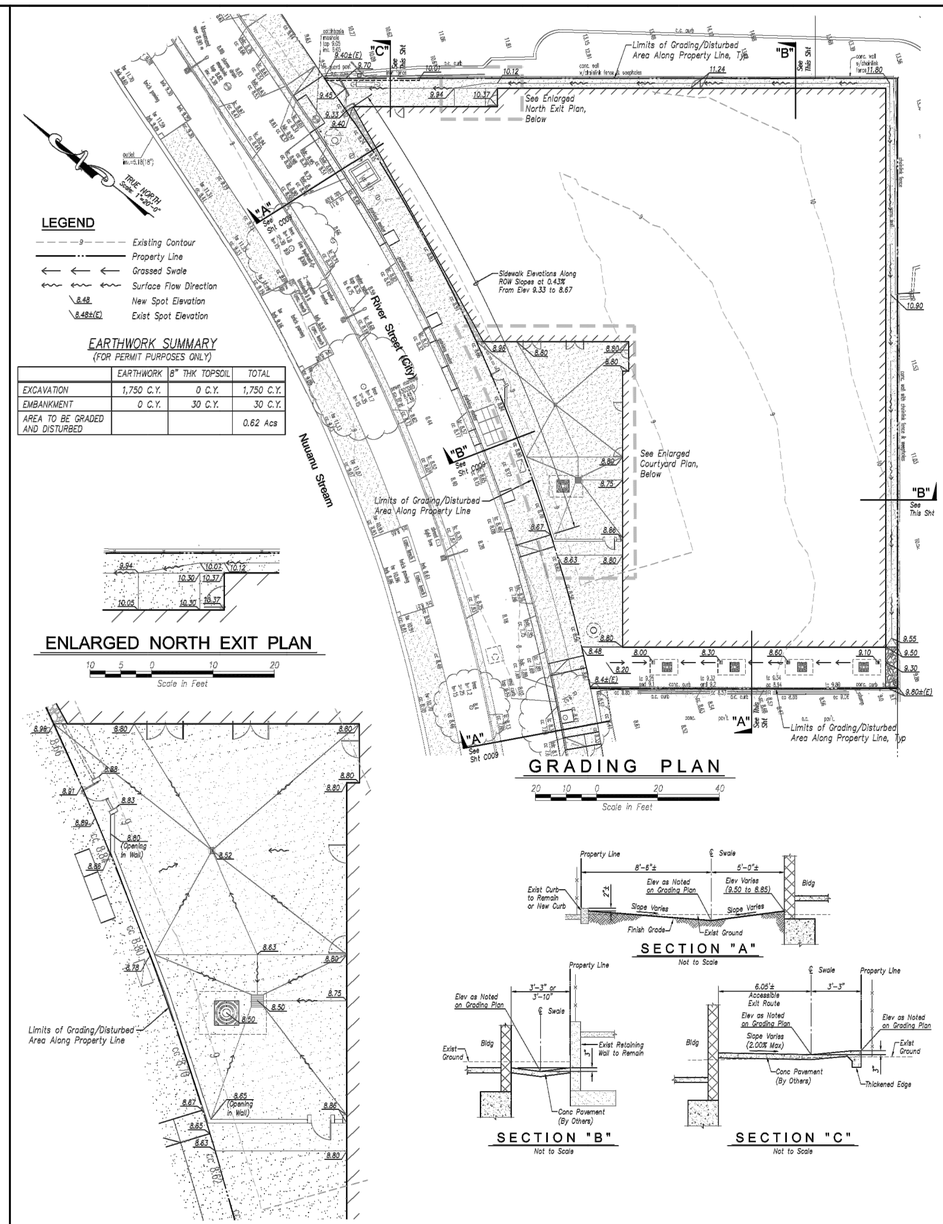


NOTES:

1. Contractor to cut and plug water lateral at main.
2. Existing water meter to be removed by BWS after service holder terminates service and requests removal of meter.
3. Contractor to remove and dispose of existing meter box.

DEMOLITION PLAN

20 10 0 20 40
Scale In Feet



EARTHWORK SUMMARY
(FOR PERMIT PURPOSES ONLY)

	EARTHWORK	8" THK TOPSOIL	TOTAL
EXCAVATION	1,750 C.Y.	0 C.Y.	1,750 C.Y.
EMBANKMENT	0 C.Y.	30 C.Y.	30 C.Y.
AREA TO BE GRADED AND DISTURBED			0.62 Acs

ENLARGED NORTH EXIT PLAN

10 5 0 10 20
Scale In Feet

GRADING PLAN

20 10 0 20 40
Scale In Feet

ENLARGED COUTYARD PLAN

10 5 0 10 20
Scale In Feet

SECTION "A"
Not to Scale

SECTION "B"
Not to Scale

SECTION "C"
Not to Scale

Gray • Hong • Nojima & Associates, Inc.
201 Merchant Street, Suite 1900
Honolulu, Hawaii 96813
Telephone: (808) 521-0306
Fax: (808) 531-8018
CONSULTING ENGINEERS

Exp: 4/30/20
SHERYL ENDO NOJIMA
LICENSED PROFESSIONAL ENGINEER
No. 5677-C
HAWAII, U.S.A.

THIS WORK WAS PREPARED BY ME, OR UNDER MY SUPERVISION AND CONSERVATION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. CONSERVATION OF CONSTRUCTION AS DEFINED IN SECTION 16-115-3 OF THE RULES OF THE DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS, HAWAII ADMINISTRATIVE RULES FOR PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS, AND LANDSCAPE ARCHITECTS 5/29/94.

ISSUES	DATE
PERMIT SET	08/30/2019

REVISION LIST — DATE

REVISION	DATE	DESCRIPTION	BY	APPROVED

ENGINEER: GF | CHECKED BY: SN
DRAWN BY: JG | PROJECT #: 3124-00

HALEWAI'OLU SENIOR RESIDENCES

(DPP CONSTRUCTION PLANS FILE NO 2019/CP-143)
TMK: 1-7-006: 012
HONOLULU, OAHU, HAWAII

DEMOLITION & GRADING PLANS

APPROVED BY:
CHIEF, CIVIL ENGINEERING BRANCH, D.P.P. — DATE
MANAGER & CHIEF ENGINEER, B.W.S. (For work affecting BWS facilities in City/State R.O.W. and BWS easements only) — DATE
CHIEF, WASTEWATER BRANCH, D.P.P. — DATE

C004
SHEET 4 OF 28 SHEETS

FILE	POCKET	FOLDER	NO.

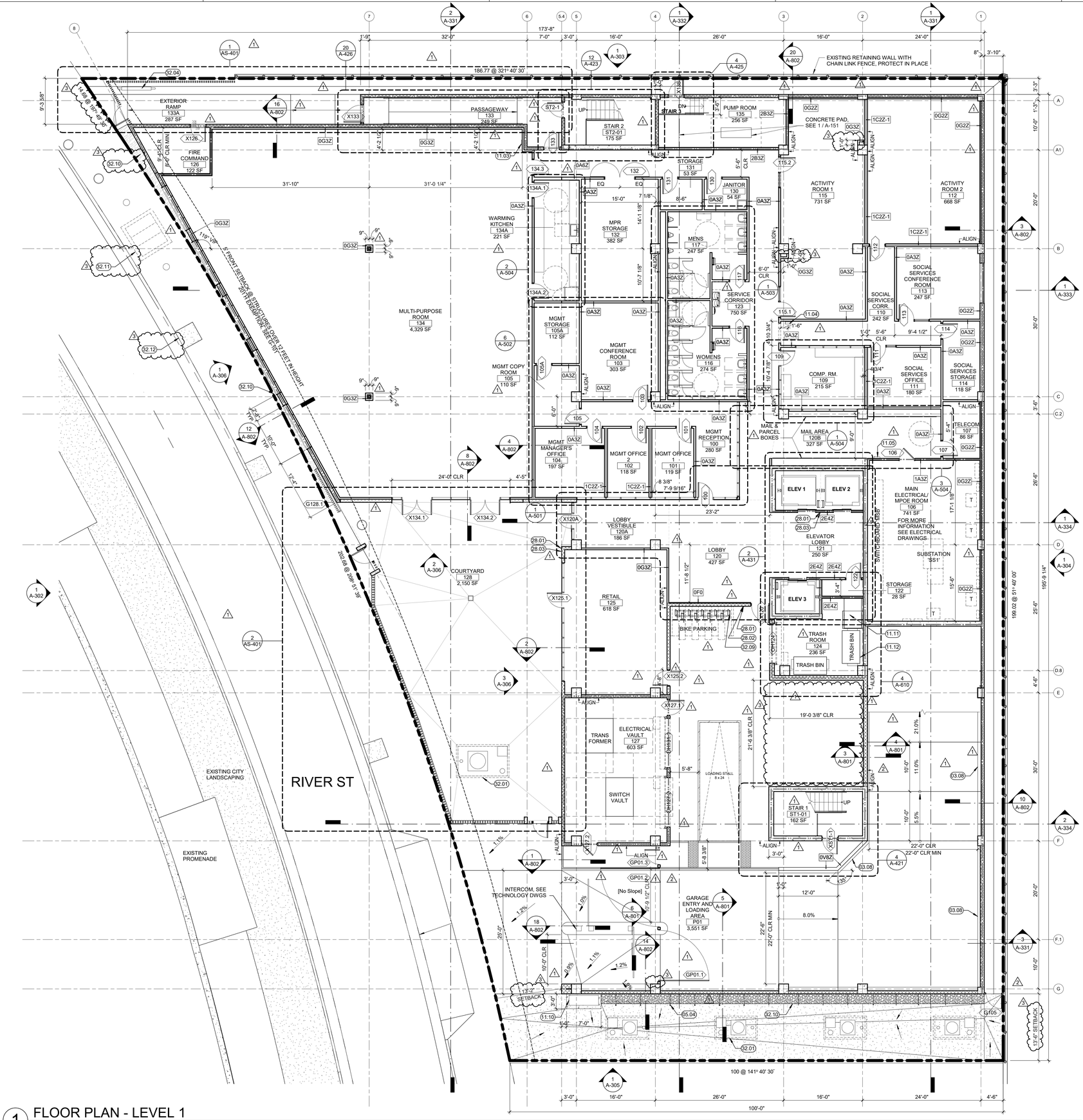
HALEWAI'OLU SENIOR RESIDENCES
1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 AUGUST 2019
SCALE:
SHEET TITLE:
DEMOLITION & GRADING PLANS

SHEET NO:
C004

PROJECT NAME: HALEWAI'OLU SENIOR RESIDENCES
CAD DWG NO.: 3124-00_Demo&Grade.dwg
DATE: JAN 15, 2020

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.
If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch



1 FLOOR PLAN - LEVEL 1
1/8" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. FOR ADA UNIT PLANS OPTIONS, SEE SHEETS A-405 & A-406.
3. FIRESTOPPING TO BE PROVIDED AT ALL THROUGH PENETRATIONS OF FIRE-RESISTANCE-RATED WALLS AND HORIZONTAL ASSEMBLIES. REFER TO SPECIFICATIONS FOR PENETRATION FIRESTOPPING SYSTEM REQUIREMENTS.

KEY NOTES

###	KEYNOTE
03.08	CONCRETE RAMP CURB
05.04	LANDSCAPE, VERTICAL VINE BRACKET CABLE
11.03	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, RECESSED
11.04	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, SURFACE-MOUNTED
11.05	LIFE SAFETY EQUIPMENT, AED CABINET, SEMI-RECESSED
11.10	FUEL PUMP AND ENCLOSURE ATOP CONCRETE SLAB, SPD
11.11	TRASH COMPACTOR
11.12	TRASH BIN BY OWNER, NIC
28.01	CARD READER, SEE TECHNOLOGY DWGS
28.02	INTERCOM, SEE TECHNOLOGY DWGS
28.03	CALL BOX, SEE TECHNOLOGY DWGS
32.01	FILTERRA WATER FILTRATION UNIT, SCD
32.04	BACKFLOW PREVENTER, SCD
32.09	BIKE RACK
32.10	GRAVEL STRIP, SLD
32.11	SITE UTILITIES, SCD
32.12	STREET TREE WELL, SLD

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- NON-RATED PARTITION
- 0.5 HR FIRE RATED PARTITION
- 1 HR FIRE RATED PARTITION
- 1 HR FIRE RATED BARRIER
- 2 HR FIRE RATED PARTITION
- 2 HR FIRE RATED BARRIER
- 3 HR FIRE RATED BARRIER
- SMOKE PARTITION
- LINE ABOVE
- HIDDEN LINE
- A3A PARTITION TAG
- +1'-0" SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
H O N O L U L U
H A W A I I 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

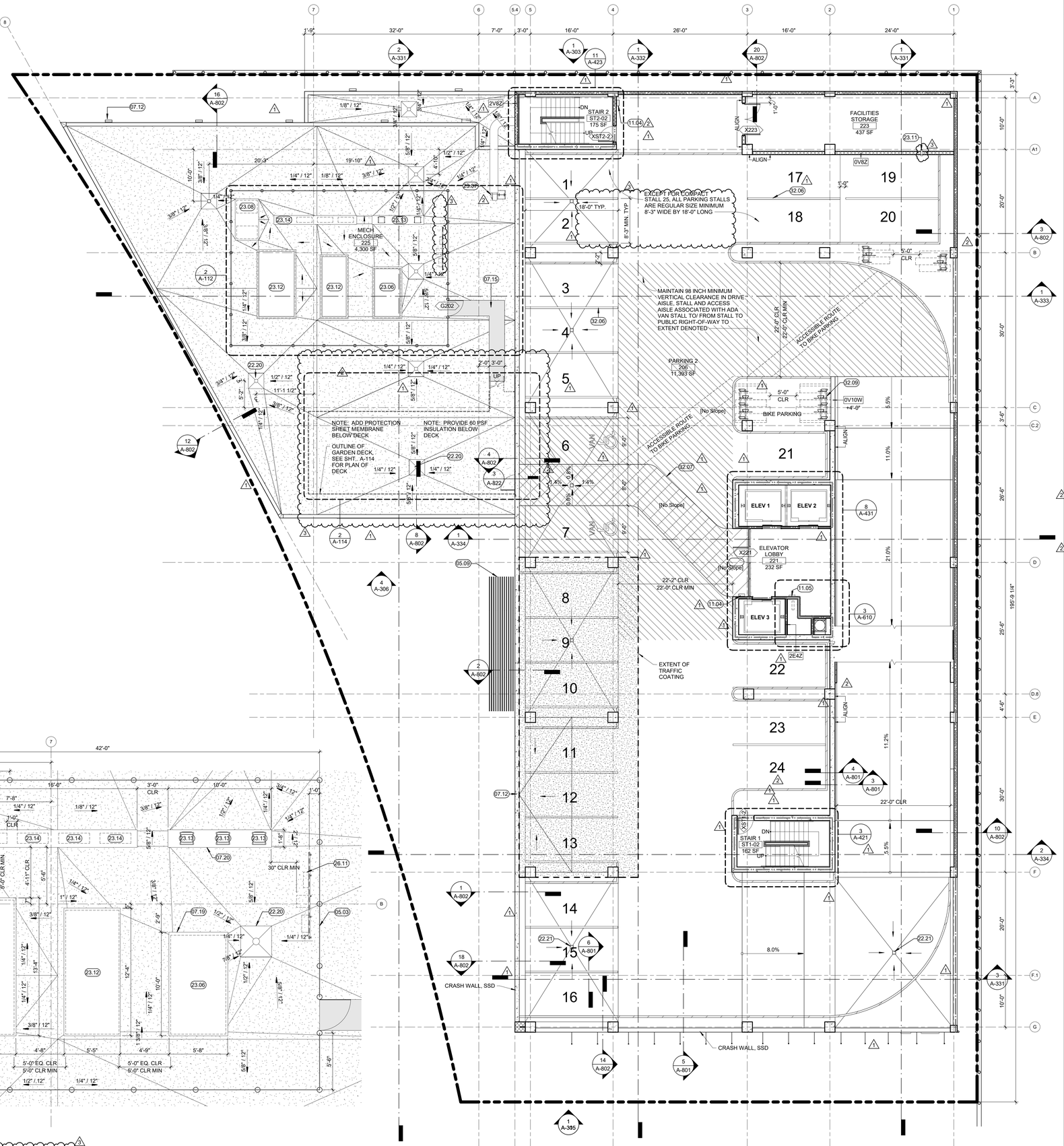
SHEET TITLE:
FLOOR PLAN - LEVEL 1

SHEET NO:
A-111

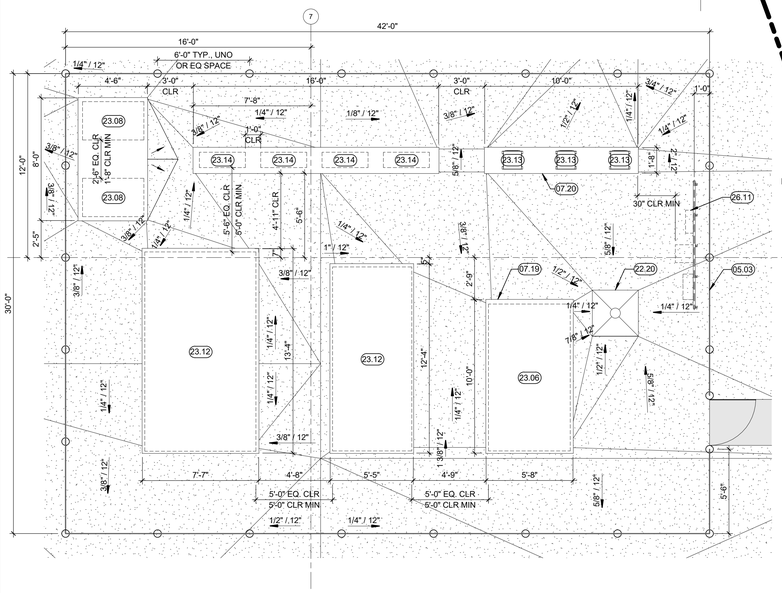
5/4/2020 4:30:48 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.



1 FLOOR PLAN - LEVEL 2
1/8" = 1'-0"



2 MECH ENCLOSURE PLAN
1/4" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. FOR ADA UNIT PLANS OPTIONS, SEE SHEETS A-405 & A-406.
3. FIRESTOPPING TO BE PROVIDED AT ALL THROUGH PENETRATIONS OF FIRE-RESISTANCE-RATED WALLS AND HORIZONTAL ASSEMBLIES. REFER TO SPECIFICATIONS FOR PENETRATION FIRESTOPPING SYSTEM REQUIREMENTS.

KEY NOTES

###	KEYNOTE
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS
05.09	AWNING, 3/4" ANODIZED ALUMINUM PLATES
07.12	SCUPPER, THRU WALL
07.15	ROOF WALKWAY PAD
07.19	PREFABRICATED ROOF CURB
07.20	LINEAR ROOF CURB
11.04	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, SURFACE-MOUNTED
11.05	LIFE SAFETY EQUIPMENT, AED CABINET, SEMI-RECESSED
22.20	ROOF DRAIN, SPD
22.21	AREA DRAIN, SPD
23.06	DOAS, SMD, ATOP ROOF CURB
23.07	SPF FAN, SMD, ATOP ROOF CURB
23.08	ACCU, SMD, ATOP ROOF CURB
23.11	EXHAUST FAN LOUVER, SMD
23.12	AHU, SMD
23.13	EXHAUST FAN, SMD
23.14	CONDITIONER UNIT, SMD
26.11	ELECTRICAL EQUIPMENT MOUNTED TO UNISTRUT RACK, SED
32.06	4" WIDE PARKING STRIPE
32.07	PARKING STRIPING AT ACCESSIBLE ROUTE
32.09	BIKE RACK

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- NON-RATED PARTITION
- 0.5 HR FIRE RATED PARTITION
- 1 HR FIRE RATED PARTITION
- 1 HR FIRE RATED BARRIER
- 2 HR FIRE RATED PARTITION
- 2 HR FIRE RATED BARRIER
- 3 HR FIRE RATED BARRIER
- SMOKE PARTITION
- LINE ABOVE
- HIDDEN LINE
- A3A PARTITION TAG
- +1'-0" SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
H O N O L U L U
H A W A I I 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

FLOOR PLAN - LEVEL 2

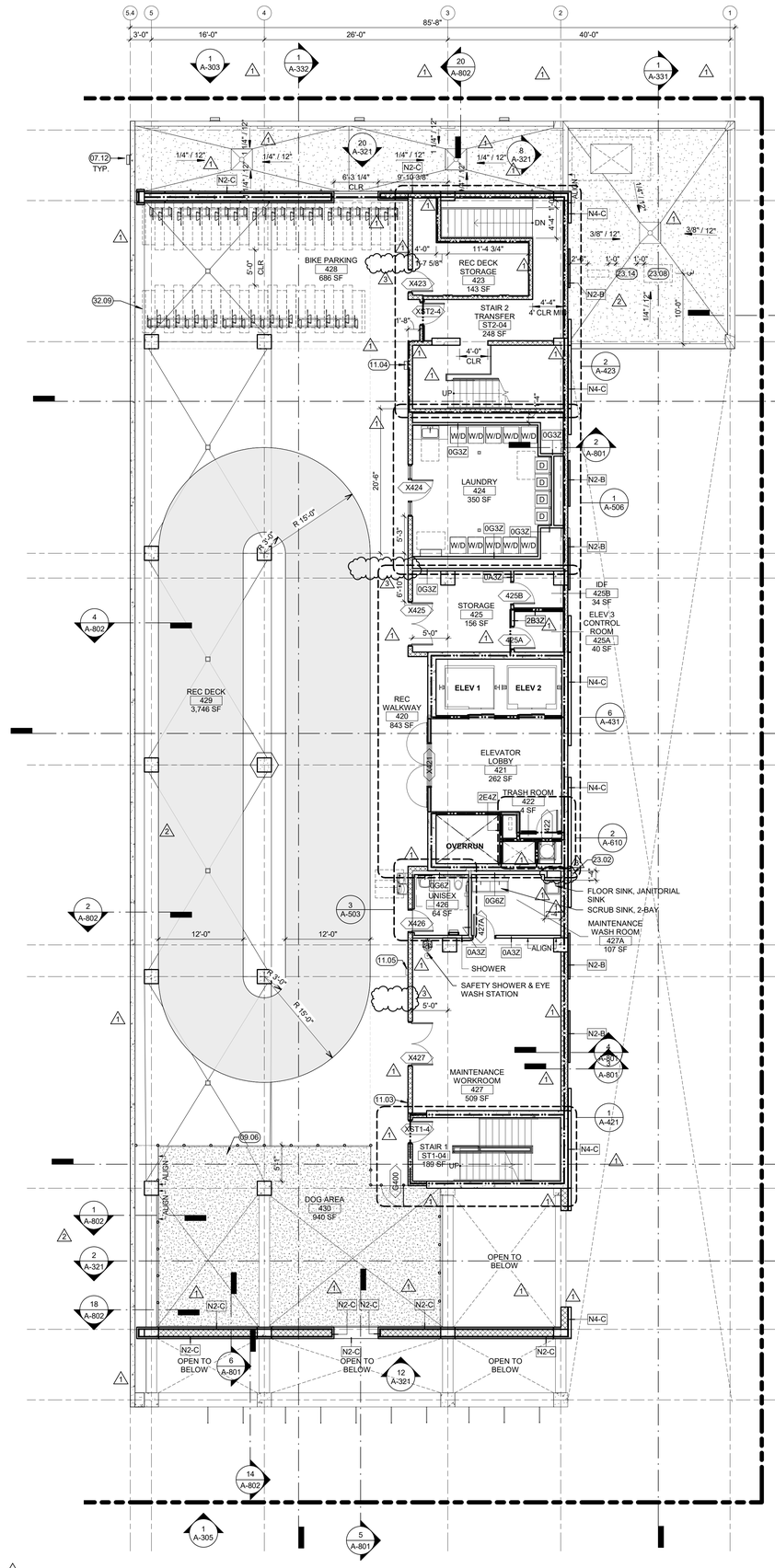
SHEET NO:

A-112

5/4/2020 4:30:56 PM

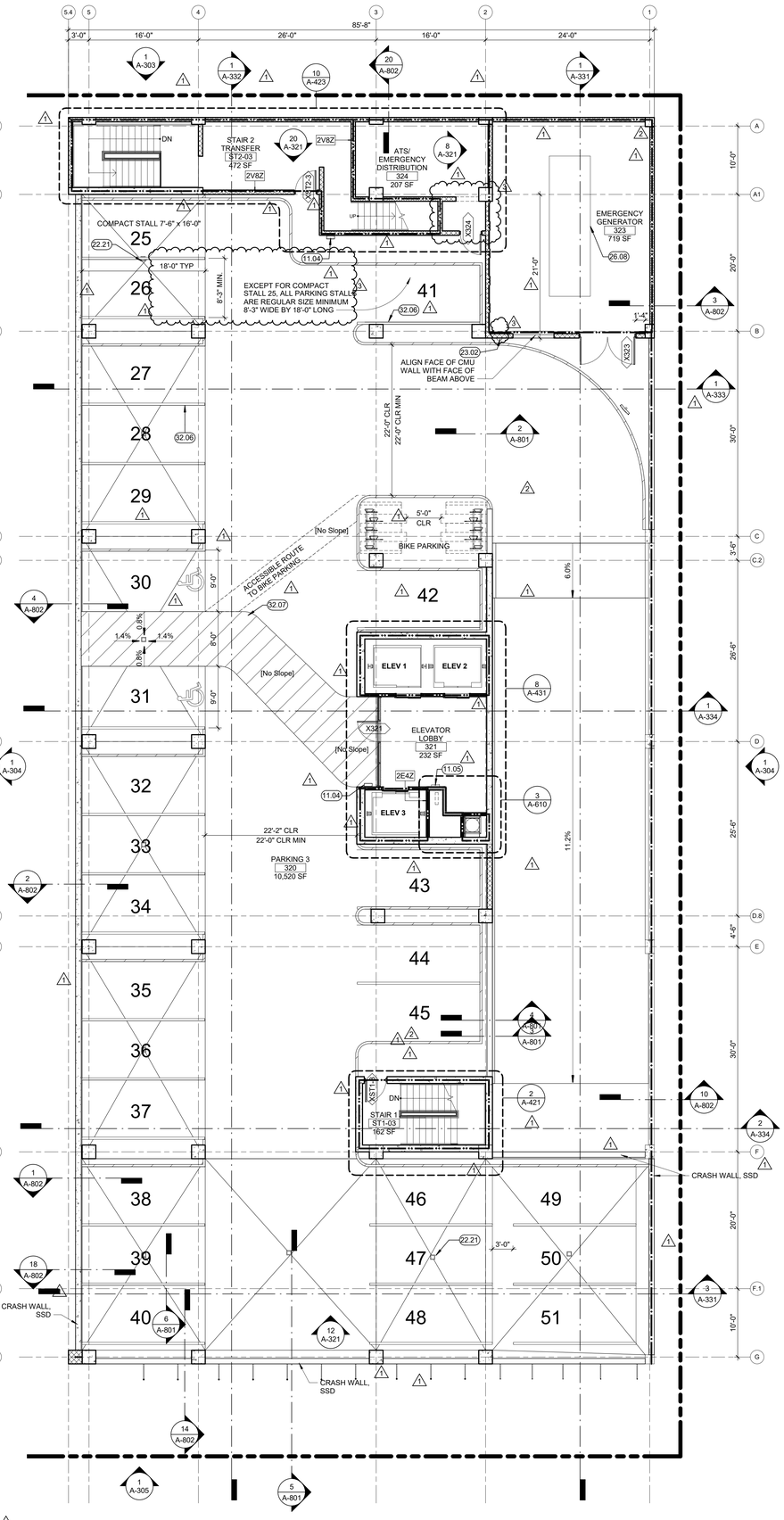
All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.



2 FLOOR PLAN - LEVEL 4

1/8" = 1'-0"



1 FLOOR PLAN - LEVEL 3

1/8" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. FOR ADA UNIT PLANS OPTIONS, SEE SHEETS A-405 & A-406.
3. FIRESTOPPING TO BE PROVIDED AT ALL THROUGH PENETRATIONS OF FIRE-RESISTANCE-RATED WALLS AND HORIZONTAL ASSEMBLIES. REFER TO SPECIFICATIONS FOR PENETRATION FIRESTOPPING SYSTEM REQUIREMENTS.

KEY NOTES

###	KEYNOTE
07.12	SCUPPER, THRU WALL
09.06	SYNTHETIC GRASS SURFACE
10.01	SAFETY SHOWER & EYE WASH STATION
10.02	SCRUB SINK, 2-BAY
10.03	FLOOR SINK, JANITORIAL SINK
11.03	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, RECESSED
11.04	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, SURFACE-MOUNTED
11.05	LIFE SAFETY EQUIPMENT, AED CABINET, SEMI-RECESSED
22.21	AREA DRAIN, SPD
23.02	VENT-THROUGH WALL, SMD
23.08	ACCU, SMD, ATOP ROOF CURB
23.14	CONDITIONER UNIT, SMD
26.08	EMERGENCY GENERATOR, SED
32.06	4" WIDE PARKING STRIPE
32.07	PARKING STRIPING AT ACCESSIBLE ROUTE
32.09	BIKE RACK

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- NON-RATED PARTITION
- 0.5 HR FIRE RATED PARTITION
- 1 HR FIRE RATED PARTITION
- 1 HR FIRE RATED BARRIER
- 2 HR FIRE RATED PARTITION
- 2 HR FIRE RATED BARRIER
- 3 HR FIRE RATED BARRIER
- SMOKE PARTITION
- LINE ABOVE
- HIDDEN LINE
- A3A PARTITION TAG
- +1'-0" SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO

677 ALA MOANA BLVD
3RD FLOOR, STE. 307
H O N O L U L U
H A W A I I 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

FLOOR PLAN - LEVELS 3 + 4

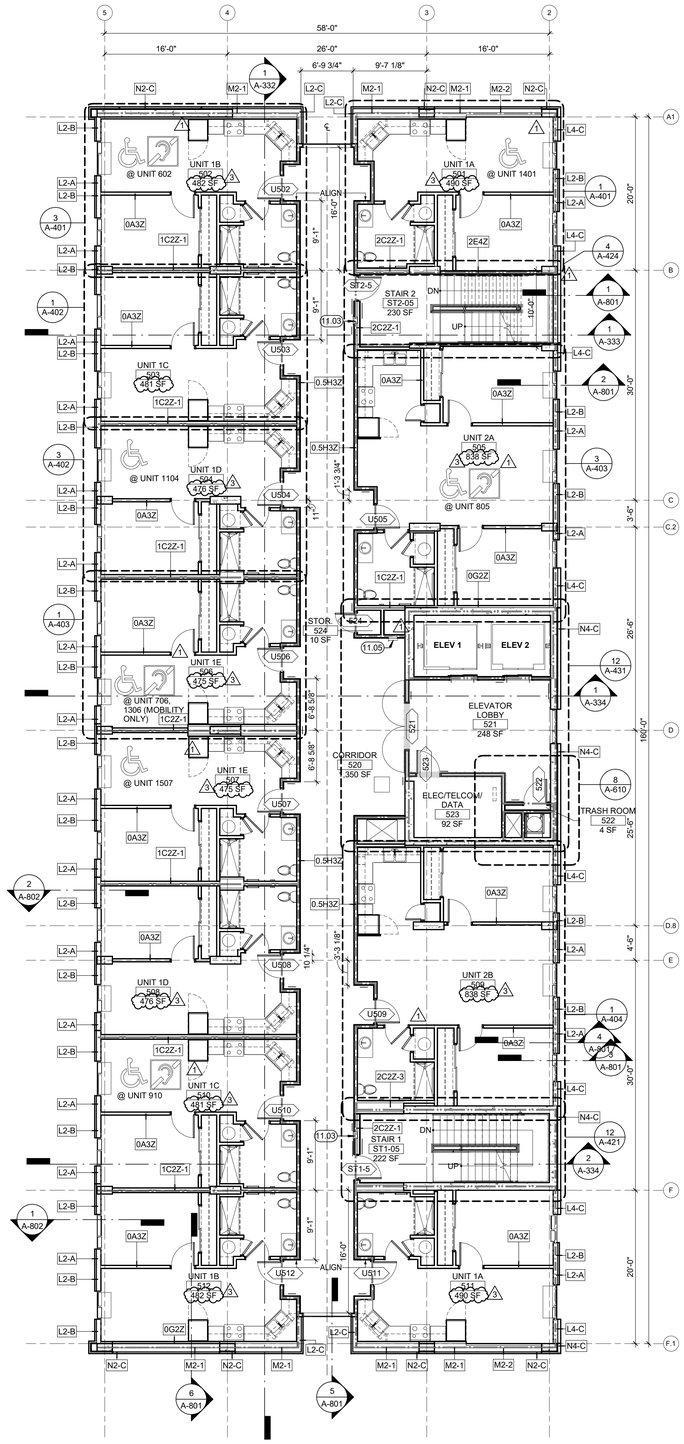
SHEET NO:

A-113

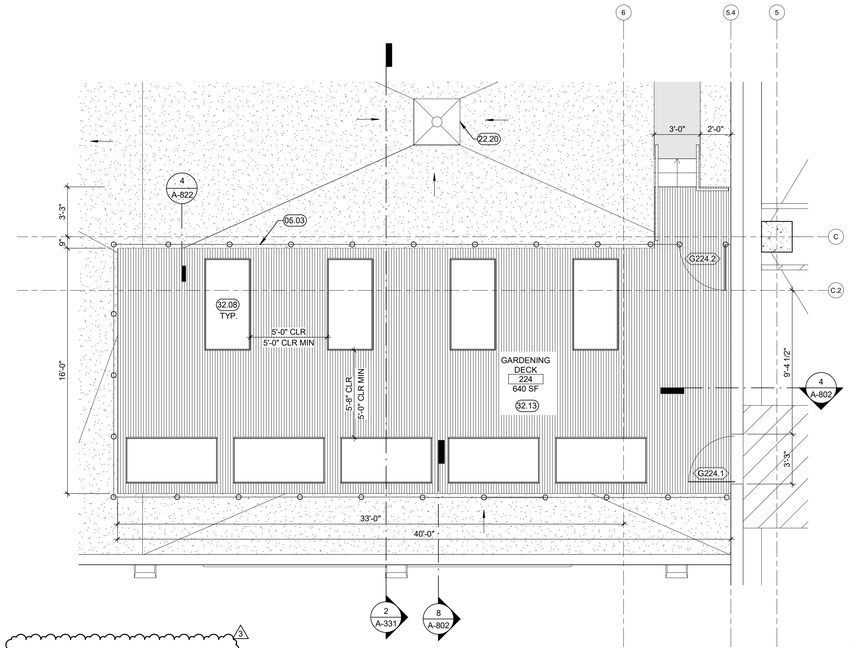
5/4/2020 4:31:10 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch



1 FLOOR PLAN - LEVEL 5 (TYPICAL)
1/8" = 1'-0"



2 GARDEN DECK
1/4" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. FOR ADA UNIT PLANS OPTIONS, SEE SHEETS A-405 & A-406.
3. FIRESTOPPING TO BE PROVIDED AT ALL THROUGH PENETRATIONS OF FIRE-RESISTANCE-RATED WALLS AND HORIZONTAL ASSEMBLIES. REFER TO SPECIFICATIONS FOR PENETRATION FIRESTOPPING SYSTEM REQUIREMENTS.

KEY NOTES

###	KEYNOTE
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS
11.03	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, RECESSED
11.05	LIFE SAFETY EQUIPMENT, AED CABINET, SEMI-RECESSED
22.20	ROOF DRAIN, SPD
32.08	PRE-MANUFACTURED PLANTER BOX
32.13	ELEVATED PEDESTAL PAVER DECK

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- NON-RATED PARTITION
- 0.5 HR FIRE RATED PARTITION
- 1 HR FIRE RATED PARTITION
- 1 HR FIRE RATED BARRIER
- 2 HR FIRE RATED PARTITION
- 2 HR FIRE RATED BARRIER
- 3 HR FIRE RATED BARRIER
- SMOKE PARTITION
- LINE ABOVE
- HIDDEN LINE
- A3A PARTITION TAG
- +1'-0" SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:
FLOOR PLAN - LEVEL 5 (TYPICAL)

SHEET NO:
A-114

5/4/2020 5:56:33 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.

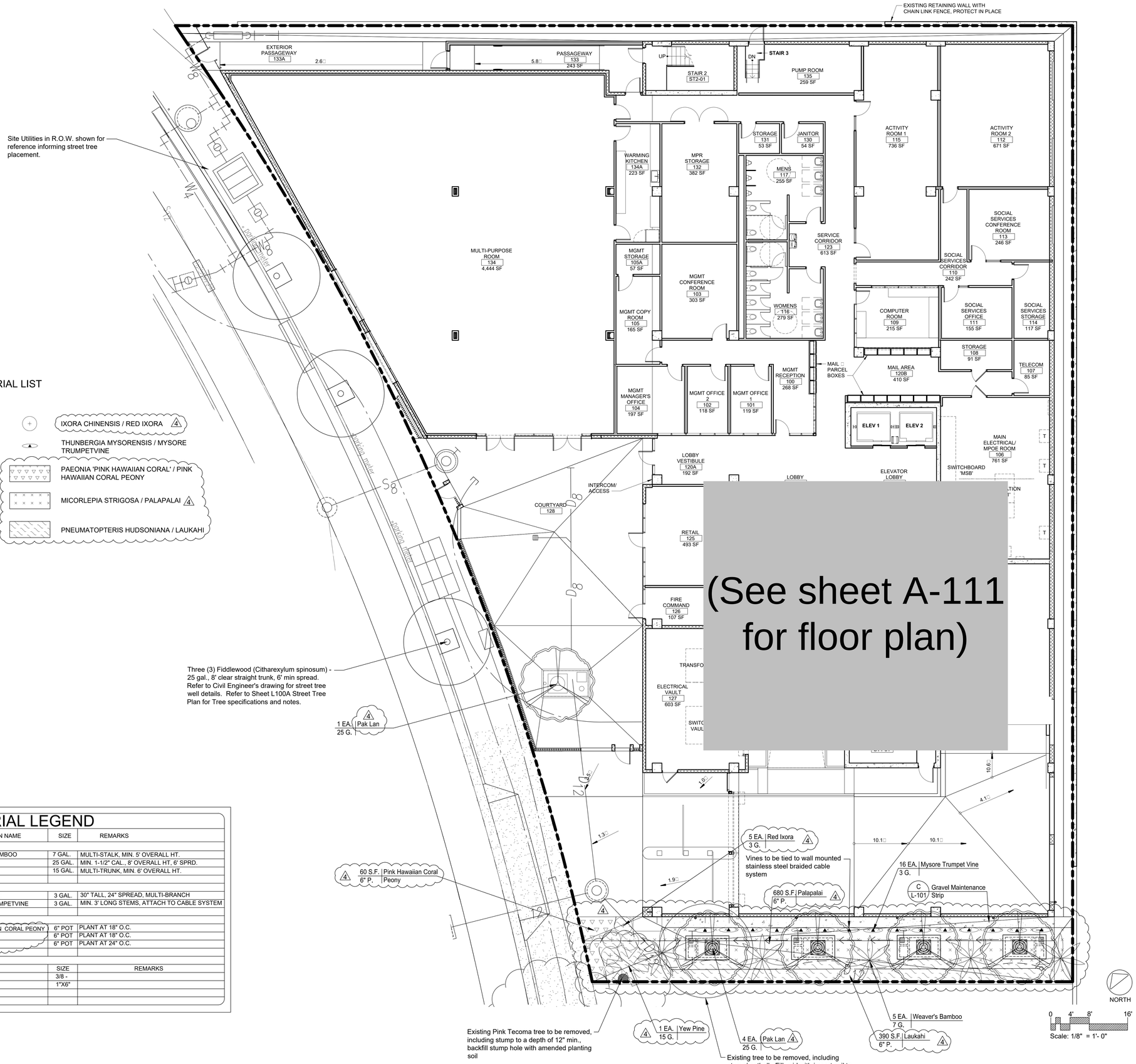
WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
H O N O L U L U
H A W A I I 9 6 8 1 3
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

UMEMOTO DESIGN CORPORATION
CASSANDRO
P.O. BOX 1105 KAILUA HAWAII 96734
808.254.8702

LICENSED PROFESSIONAL LANDSCAPE ARCHITECT No. 8919 JASON S. UMEMOTO HAWAII, U.S.A.
EXPIRES APRIL 30, 2020
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AS DEFINED IN TITLE 16, CHAPTER 53, SECTION 16-53-2 OF THE STATE OF HAWAII, BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

ISSUES	DATE
PERMIT SET	07/31/2019

#	REVISION LIST	DATE
2	REVISION 2 - PERMIT RESPONSE	03/17/2020
3	REVISION 3 - PERMIT RESPONSE	04/30/2020
4	REVISION 4 - PLANT MATERIAL UPDATE	06/30/2020



PLANT MATERIAL LIST

- ACCENT FLOWERING CANOPY TREE — MICHELIA CHAMPACA / PAK LAN
- TALL VERTICAL SCREENING — BAMBUSA TEXTILIS / WEAVER'S BAMBOO
- TALL ACCENT/SCREEN TREE — PODOCARPUS MACROPHYLLUS / YEW PINE
- GRAVEL (MAINTENANCE STRIP)
- IXORA CHINENSIS / RED IXORA
- THUNBERGIA MYSORENSIS / MYSORE TRUMPETVINE
- PAEONIA 'PINK HAWAIIAN CORAL' / PINK HAWAIIAN CORAL PEONY
- MICORLEPIA STRIGOSA / PALAPALAI
- PNEUMATOPTERIS HUDSONIANA / LAUKAHI

PLANT MATERIAL LEGEND

QTY.	UNIT OF MEASURE	BOTANIC NAME	COMMON NAME	SIZE	REMARKS
TREES AND PALMS					
5	EA.	BAMBUSA TEXTILIS	WEAVER'S BAMBOO	7 GAL.	MULTI-STALK, MIN. 5' OVERALL HT.
5	EA.	MICHALIA CHAMPACA	PAK LAN	25 GAL.	MIN. 1-1/2" CAL., 8' OVERALL HT, 6' SPRD.
1	EA.	PODOCARPUS MACROPHYLLUS	YEW PINE	15 GAL.	MULTI-TRUNK, MIN. 6' OVERALL HT.
SHRUBS AND VINES					
5	EA.	IXORA CHINENSIS	RED IXORA	3 GAL.	30" TALL, 24" SPREAD, MULTI-BRANCH
16	EA.	THUNBERGIA MYSORENSIS	MYSORE TRUMPETVINE	3 GAL.	MIN. 3' LONG STEMS, ATTACH TO CABLE SYSTEM
GROUNDCOVERS					
60	S.F.	PAEONIA 'PINK HAWAII CORAL'	PINK HAWAIIAN CORAL PEONY	6" POT	PLANT AT 18" O.C.
680	S.F.	MICROLEPIA STRIGOSA	PALAPALAI	6" POT	PLANT AT 18" O.C.
390	S.F.	PNEUMATOPTERIS HUDSONIANA	LAUKAHI	6" POT	PLANT AT 24" O.C.

INERT GROUNDCOVERS AND MATERIALS				
QTY.	U.O.M.	DESCRIPTION OF MATERIAL	SIZE	REMARKS
170	S.F.	BASALTIC GRAVEL	3/8 -	
86	L.F.	BENDA BOARD HEADER	1"X6"	

FOR GENERAL PLANTING NOTES, REFER TO SHEET L-101

HALEWAI'OLU SENIOR RESIDENCES
1333 RIVER STREET, HONOLULU, HI 96817

KEYPLAN

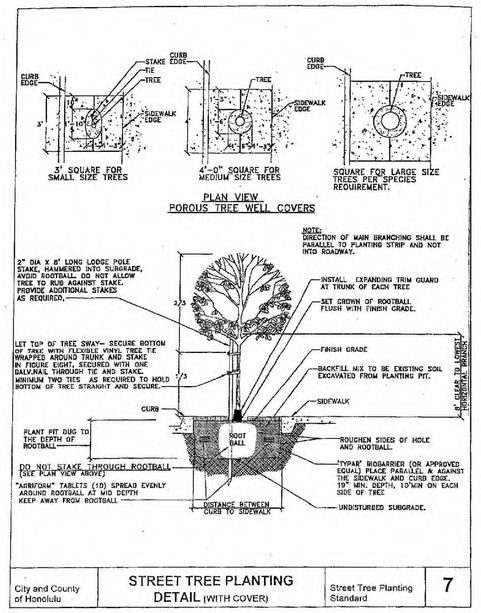
PROJECT NO.: 19005.00
DATE: 31 JULY 2019
SCALE:

SHEET TITLE:
LANDSCAPE SITE PLAN

SHEET NO:
L-100

7/23/2019 11:42:09 AM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.
If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.



City and County of Honolulu	STREET TREE PLANTING DETAIL (WITH COVER)	Street Tree Planting Standard	7

TREE PLANTING DETAIL (IN R.O.W.)

DEPARTMENT OF PLANNING AND PERMITTING
Urban Design Branch

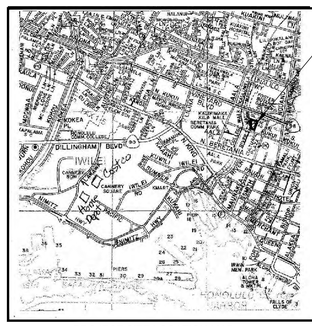
STREET TREE NOTES

1. New trees shall be pre-approved at the nursery by the Landscape Design Consultant and concurred by the Department of Parks and Recreation (DPR), Division of Urban Forestry (DUF) two (2) weeks prior to their delivery to the project site. Please contact the Nursery and Landscape Section of DUF at 971-7151, to schedule an inspection. Trees that do not have a well established root system or that are damaged will be rejected.
2. Upon installation of the street trees, the installer/contractor shall contact DPR, DUF at 971-7151 to schedule an inspection of the tree(s) installation. Notification must be given at least seven (7) days prior to pre-maintenance and final inspections. A notice of acceptance will be issued by the DPR when they have determined the trees have been properly installed and maintained.
3. The street tree maintenance period shall be for ninety (90) calendar days or until project maintenance has been assumed by abutting property owner.
4. The standard City and County of Honolulu, Department of Parks and Recreation Specifications for street tree planting and landscaping shall be made part of the construction documents.
5. Street tree plans that have been revised or projects that haven't started construction within two (2) years of the date of the Department of Planning and Permitting's (DPP) approval will be subject to re-approval. When substitutions of tree types are requested by the developer or contractor due to unavailability, the plans shall be revised (after notification of tree selection) and (the plans) submitted for re-approval.
6. Prior to acceptance of the tree installation, the street tree installer is required to submit reproducible As-Built plans to the Department of Parks and Recreation, Division of Urban Forestry.
7. Approval is for street tree planning within the road right-of-way only. It is not an approval of the planting and irrigation plan outside of the road right-of-way.
8. The City shall be responsible to trim the tree(s). The Community Association, homeowner or lot owner is responsible to maintain the tre(s) and any irrigation system and to pay for water and electricity as required for maintenance of the street trees and planting strips within the road rights-of-way abutting their properties.
9. The contractor shall be responsible for obtaining a permit to Excavate Public Right-of-Way (Trenching Permit), prior to commencing work.
10. The street lighting system shall be kept operational during construction. Any relocation required shall be approved by the Mechanical/Electrical Design and Engineering Division, Department of Design and Construction, and paid for by the contractor
11. The contractor shall be responsible for any damages to the City's existing street lighting facilities, traffic signal facilities (including the traffic signal interconnect system, communications fiber optic cable system and traffic signal fiber optic cable system. Any and all damages to these facilities shall be repaired by the contractor at his cost in accordance with the requirements of the City and County of Honolulu.
12. Contact the Nursery and Landscape Section, Division of Urban Forestry (DUF), Department of Parks and Recreation, at 971-7151, to schedule a pre-construction meeting (a minimum 7-day notification prior to the anticipated inspection date is required) to be attended by the Consultant Engineer, General Contractor, and the Landscape Contractor. Discussion shall include, but not be limited to, the construction timeline, tree protection mitigation methods, if applicable, tree protection zone fencing alignment to protect the existing tree plantings, tree branch pruning for vehicle clearance, root pruning work, tree and grass watering, identifying parking areas for workers (parking is not permitted under tree and grassed planting strips), staging and stockpiling areas, determining vehicular, material, and equipment ingress/egress access routes, and turning radiuses to the construction site, prevent damage to tree trunk, surface roots, and to protect the grounds and grass areas from compaction/erosion, and irrigation restoration work.
13. The GC shall contact the Hawaii One Call Center - Utility Notification Center (HOCC), at 1-800-7287 (or 811), for information and locations of underground service lines prior to the start of digging and excavation work, and field verify their location and depth within the proposed planting areas prior to the street tree planting. Adjustments to the installation location of the tree or modifications to the service lines will be determined after evaluation of the existing conditions. DUF shall be made aware of the situation and concur with the tree's new location prior to planting.
14. No materials, equipment, dumping of construction waste products and hazardous debris, or vehicles shall be stockpiled, stored, parked, or permitted to operate within the drip line of trees and grassed planting strips. Driving vehicles and equipment over the tree surface roots, which may cause soil compaction, erosion, and damage to the tree trunks, roots and grassed areas, is not permitted.
15. Vehicle parking for workers is not permitted on the planting strips and roadway shoulders, unless otherwise approved by DUF.
16. DUF will reject trees and palms that have an underdeveloped root system, are root-bound, or damaged due to the removal, transport, or installation work by the General Contractor or subcontractors.
17. Re-grass the exposed soil areas within the planting strip.
18. For tree well planting, ensure that tree trunks are centered in the tree well. Trunks and root flares that rub against the tree well grates will be rejected by DUF.
19. All depressions and low spots caused by the contractor's operations shall be filled to proper grade and such areas shall be re-grassed, as required.

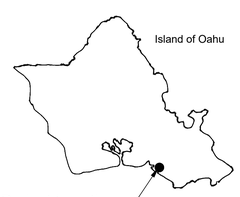
7/23/2019 11:42:09 AM

PLANT MATERIAL LEGEND

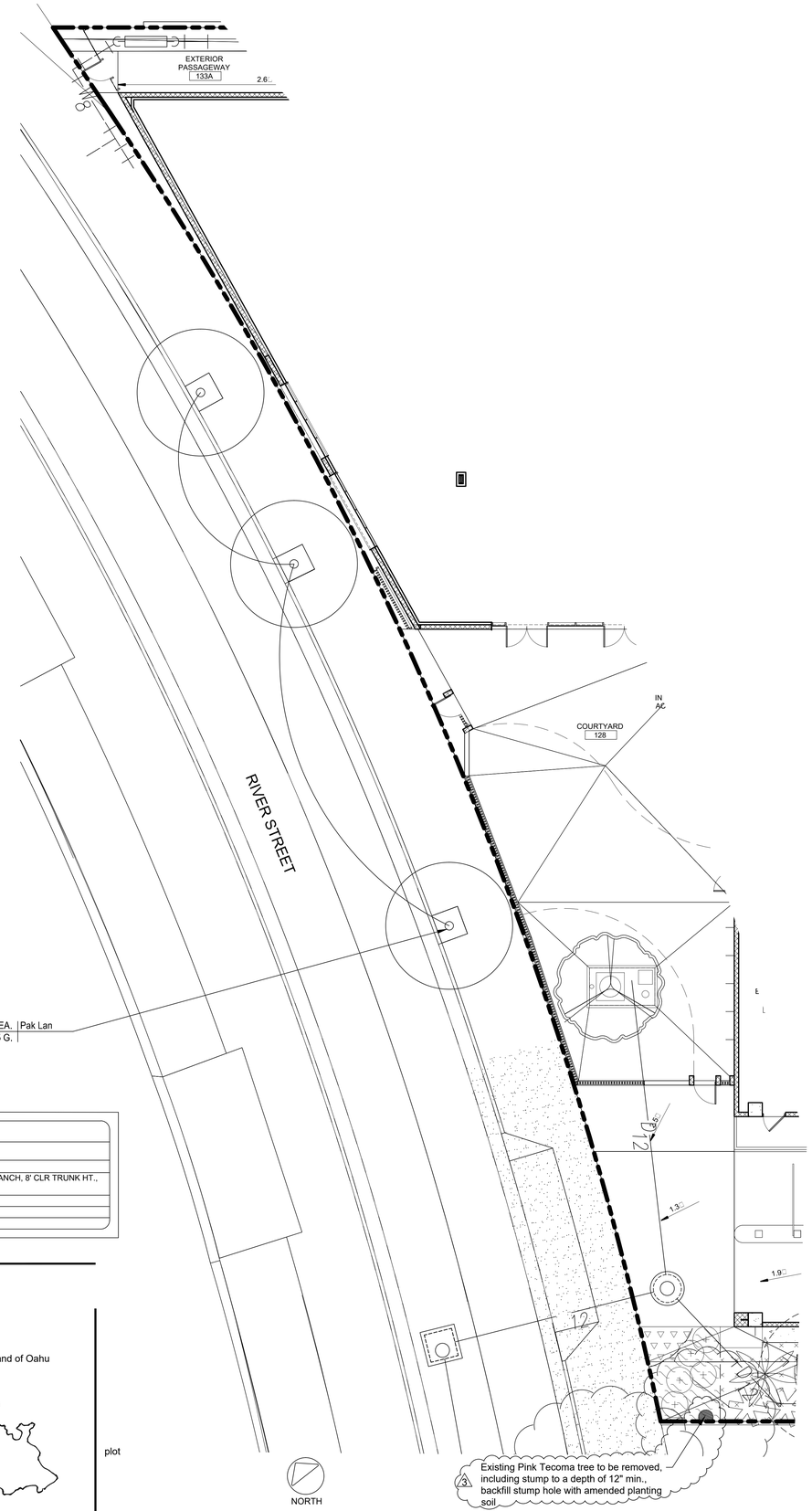
QTY.	UNIT OF MEASURE	BOTANIC NAME	COMMON NAME	SIZE	REMARKS
STREET TREES					
3	EA.	MICHELIA CHAMPACA	PAK LAN	25 GAL.	2" CAL. MIN. MULTI-BRANCH, 8' CLR TRUNK HT., 6' SPREAD



PROJECT SITE LOCATION MAP



VICINITY MAP



APPROVED BY:

Chief, Urban Design Branch, DPP
(For Street Trees Only, Sheet L100A)

DATE

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

UMEMOTO DESIGN CORPORATION
CASSANDRO
P.O. BOX 1105 KAILUA HAWAII 96734
808.254.8702

JASON S. UMEMOTO
LICENSED PROFESSIONAL LANDSCAPE ARCHITECT
No. 8919
HAWAII, U.S.A.
EXPIRES APRIL 30, 2020
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AS DEFINED IN TITLE 16, CHAPTER 53, SECTION 16-53-2 OF THE STATE OF HAWAII, BOARD OF PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS AND LANDSCAPE ARCHITECTS OF THE STATE OF HAWAII.

ISSUES	DATE
PERMIT SET	07/31/2019

#	REVISION LIST	DATE
2	REVISION 2 - PERMIT RESPONSE	03/17/2020
3	REVISION 3 - PERMIT RESPONSE	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES
1333 RIVER STREET, HONOLULU, HI 96817

KEYPLAN

PROJECT NO.: 19005.00
DATE: 31 JULY 2019
SCALE:

SHEET TITLE:

STREET TREE PLAN

SHEET NO:

L-100A

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

3 3D - SOUTHWEST

1 3D - NORTHEAST

4 3D - SOUTHEAST

2 3D - NORTHWEST

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLZKO
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00

DATE: 30 APRIL 2020

SCALE:

SHEET TITLE:

3D OVERALL VIEWS

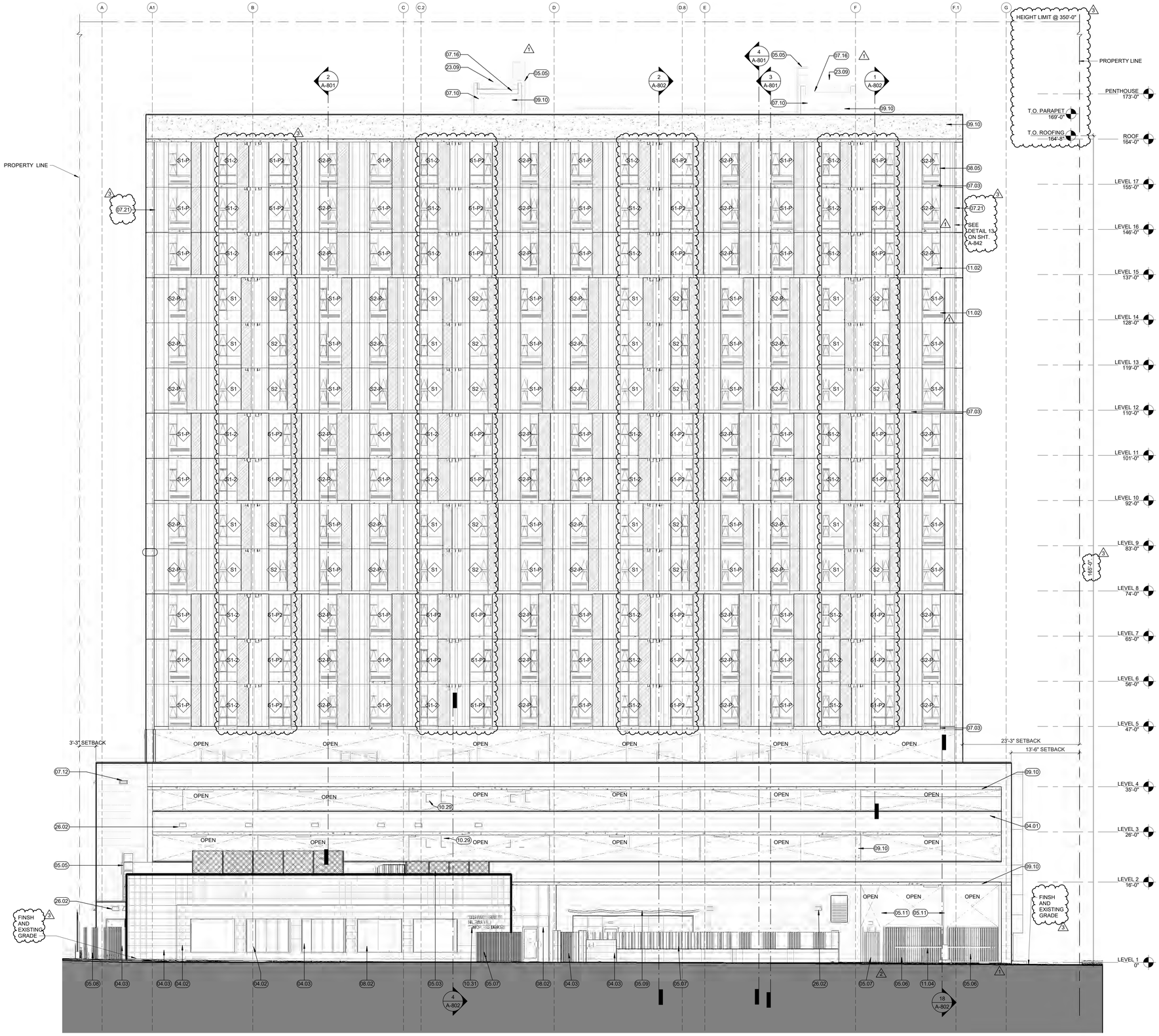
SHEET NO:

A-301

5/4/2020 4:33:41 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.



1 WEST ELEVATION
1/8" = 1'-0"

SHEET NOTES

1. ALL DIMENSIONS AND NOTES ARE TYPICAL UNLESS OTHERWISE NOTED.
2. SEE WALL SECTIONS FOR VERTICAL DIMENSIONS NOT SHOWN.
3. SEE FLOOR PLANS FOR DOOR TAGS, SEE DOOR SCHEDULES FOR DOOR AND FRAME FINISHES

KEY NOTES

###	KEYNOTE
04.01	UNIT MASONRY, STANDARD CONCRETE UNITS INTEGRAL COLOR
04.02	UNIT MASONRY, RUNNING BOND INTEGRAL COLOR, STANDARD FACE
04.03	UNIT MASONRY, STACK BOND INTEGRAL COLOR, STANDARD FACE
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS
05.05	LADDER, STEEL LADDER WITH WALK THRU
05.06	AUTO-GATE, HOT-DIPPED GALVANIZED DECORATIVE METAL GATE WITH KYNAR FINISH, SWING
05.07	GATE, HOT-DIPPED GALVANIZED DECORATIVE METAL GATE WITH KYNAR FINISH, SWING AND SLIDING
05.08	DECORATIVE METAL FENCE, VERTICAL ALUMINUM PICKETS
05.09	AWNING, 3/4" ANODIZED ALUMINUM PLATES
05.11	STEEL TUBE POST, PAINTED
07.03	FLASHING-ALUMINUM
07.10	DOWNSPOUT
07.12	SCUPPER, THRU WALL
07.16	GUTTER
07.21	VERTICAL EXPANSION JOINT
08.02	ALUMINUM STOREFRONT
08.05	ALUMINUM WINDOW
09.10	PAINTED CONCRETE
10.29	SIGNAGE, CEILING MOUNTED, SEE SIGNAGE SHEETS
10.31	SIGNAGE, METAL PIN LETTERING, SEE SIGNAGE SHEETS
11.02	PTAC WINDOW UNIT, SEE EQUIPMENT SCHEDULE
11.04	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, SURFACE-MOUNTED
23.09	ROOF HOOD, SMD
26.02	WALL MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE

LEGEND

- GL-1: VISION GLASS
- GL-2: TEMPERED GLASS
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- CONCRETE - CMU - RUNNING BOND
- CONCRETE - CMU - STACKED BOND
- CONCRETE - CAST IN PLACE

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

BUILDING ELEVATIONS - WEST

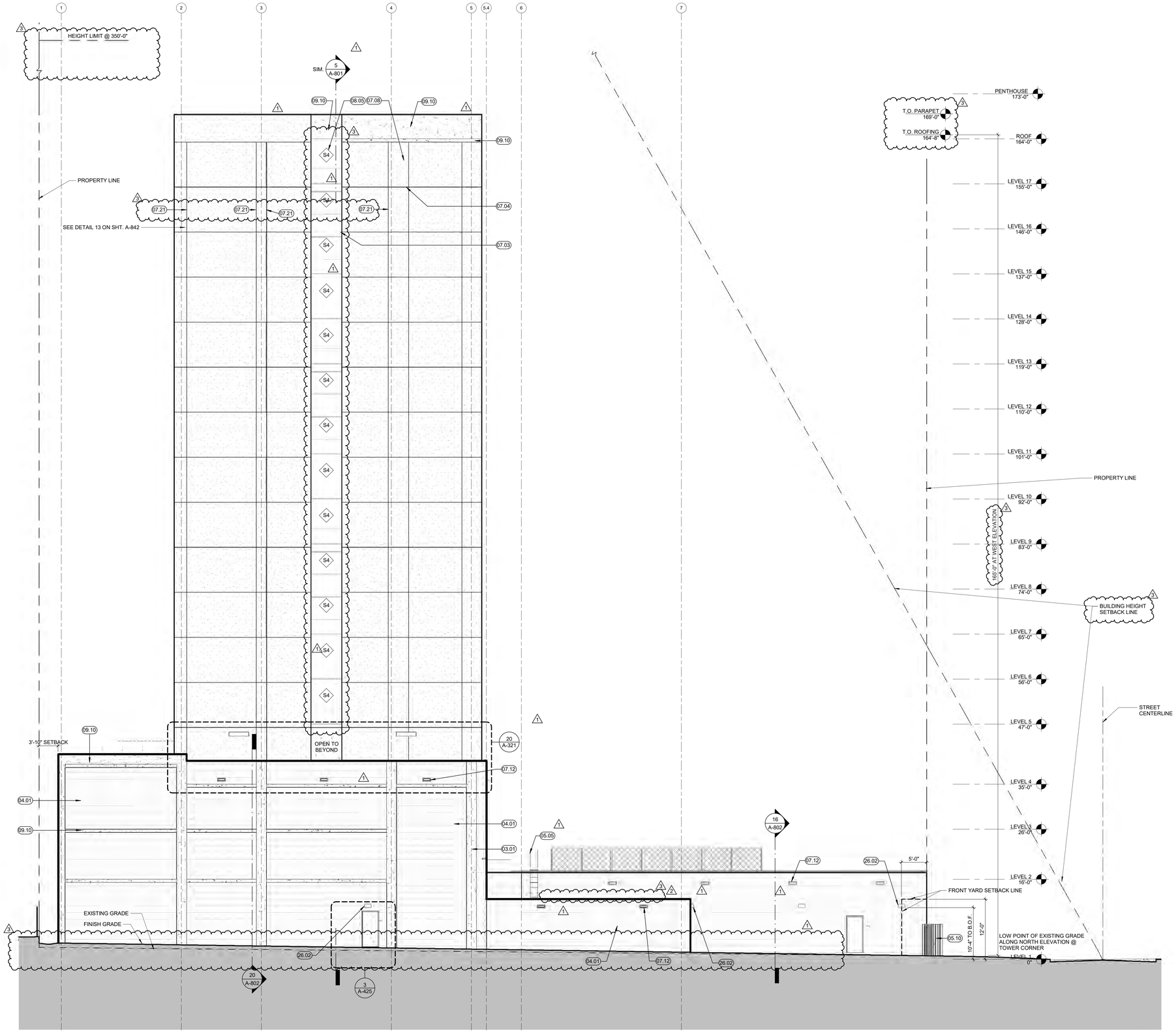
SHEET NO:

A-302

5/4/2020 4:34:00 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.



1 NORTH ELEVATION
1/8" = 1'-0"

5/4/2020 4:34:11 PM

SHEET NOTES

1. ALL DIMENSIONS AND NOTES ARE TYPICAL UNLESS OTHERWISE NOTED.
2. SEE WALL SECTIONS FOR VERTICAL DIMENSIONS NOT SHOWN.
3. SEE FLOOR PLANS FOR DOOR TAGS, SEE DOOR SCHEDULES FOR DOOR AND FRAME FINISHES

KEY NOTES

###	KEYNOTE
03.01	CAST IN PLACE CONCRETE STRUCTURE, FRAMEWORK
04.01	UNIT MASONRY, STANDARD CONCRETE UNITS INTEGRAL COLOR
05.05	LADDER, STEEL LADDER WITH WALK THRU
05.10	FENCE, HOT-DIPPED GALVANIZED DECORATIVE METAL WITH KYNAR FINISH
07.03	FLASHING-ALUMINUM
07.04	JOINT-DRAINAGE JOINT AT FLOOR LINE
07.08	EXTERIOR INSULATION & FINISH SYSTEM, FACILITATE DRAINAGE
07.12	SCUPPER, THRU WALL
07.21	VERTICAL EXPANSION JOINT
08.05	ALUMINUM WINDOW
09.10	PAINTED CONCRETE
26.02	WALL MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
32.04	BACKFLOW PREVENTER, SCD

LEGEND

- GL-1: VISION GLASS
- GL-2: TEMPERED GLASS
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- CONCRETE - CMU - RUNNING BOND
- CONCRETE - CMU - STACKED BOND
- CONCRETE - CAST IN PLACE

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLZKO
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION, CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

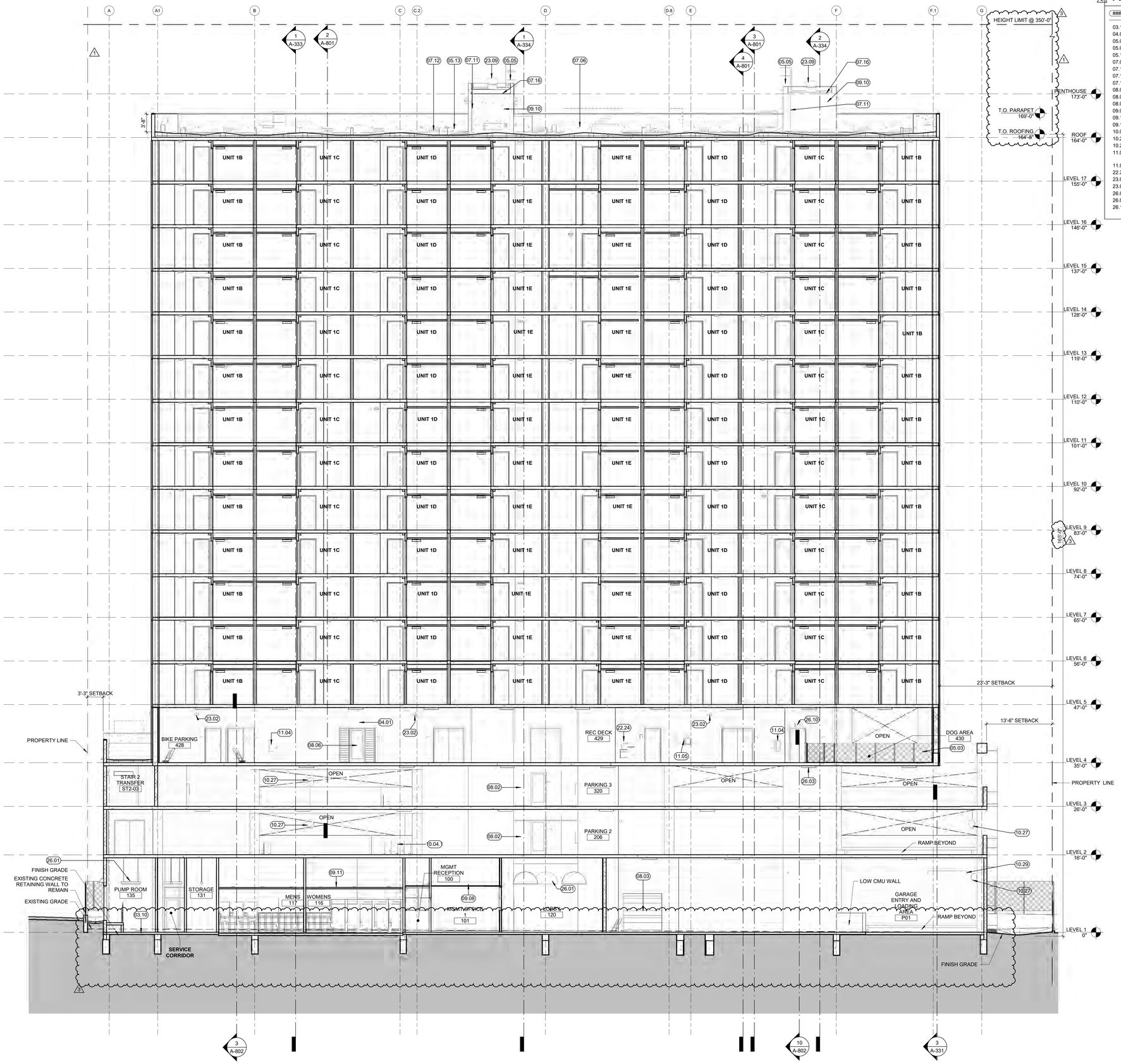
SHEET TITLE:

BUILDING ELEVATIONS - NORTH

SHEET NO: A-303

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch



1 BUILDING SECTION - LOBBY
1/8" = 1'-0"

KEYNOTE LEGEND

###	KEYNOTE
03.10	CONCRETE RAISED PAD
04.01	UNIT MASONRY, STANDARD CONCRETE UNITS INTEGRAL COLOR
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS
05.05	LADDER, STEEL LADDER WITH WALK THRU
05.13	GALVINIZED STEEL, DAVIT PEDESTAL
07.06	FALL ARREST ANCHOR-WALL
07.11	DOWNSPOUT AND SPLASHBLOCK
07.12	SCUPPER, THRU WALL
07.16	GUTTER
08.02	ALUMINUM STOREFRONT
08.03	DOOR, OVERHEAD COILING
08.06	ALUMINUM GLASS DOOR WITH JALOUSIE LOUVER SIDELIGHTS
09.08	ACOUSTIC CEILING
09.10	PAINTED CONCRETE
09.11	GYPSUM SUSPENDED CEILING
10.04.1	BIKE PARKING RACK, HIGH DENSITY OFFSET, FLOOR MOUNTED, TYP.
10.27	PARKING GARAGE MIRROR
10.29	SIGNAGE, CEILING MOUNTED, SEE SIGNAGE SHEETS
11.04	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, SURFACE-MOUNTED
11.05	LIFE SAFETY EQUIPMENT, AED CABINET, SEMI-RECESSED
22.24	DUAL HEIGHT DRINKIG FOUNTAIN, BOTTLE FILLER
23.02	VENT-THROUGH WALL, SMD
23.09	ROOF HOOD, SMD
26.01	SUSPENDED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
26.03	CEILING MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
26.10	EXIT SIGN, SED

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLZKO
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: 1/8" = 1'-0"

SHEET TITLE:

BUILDING SECTION - LONGITUDINAL

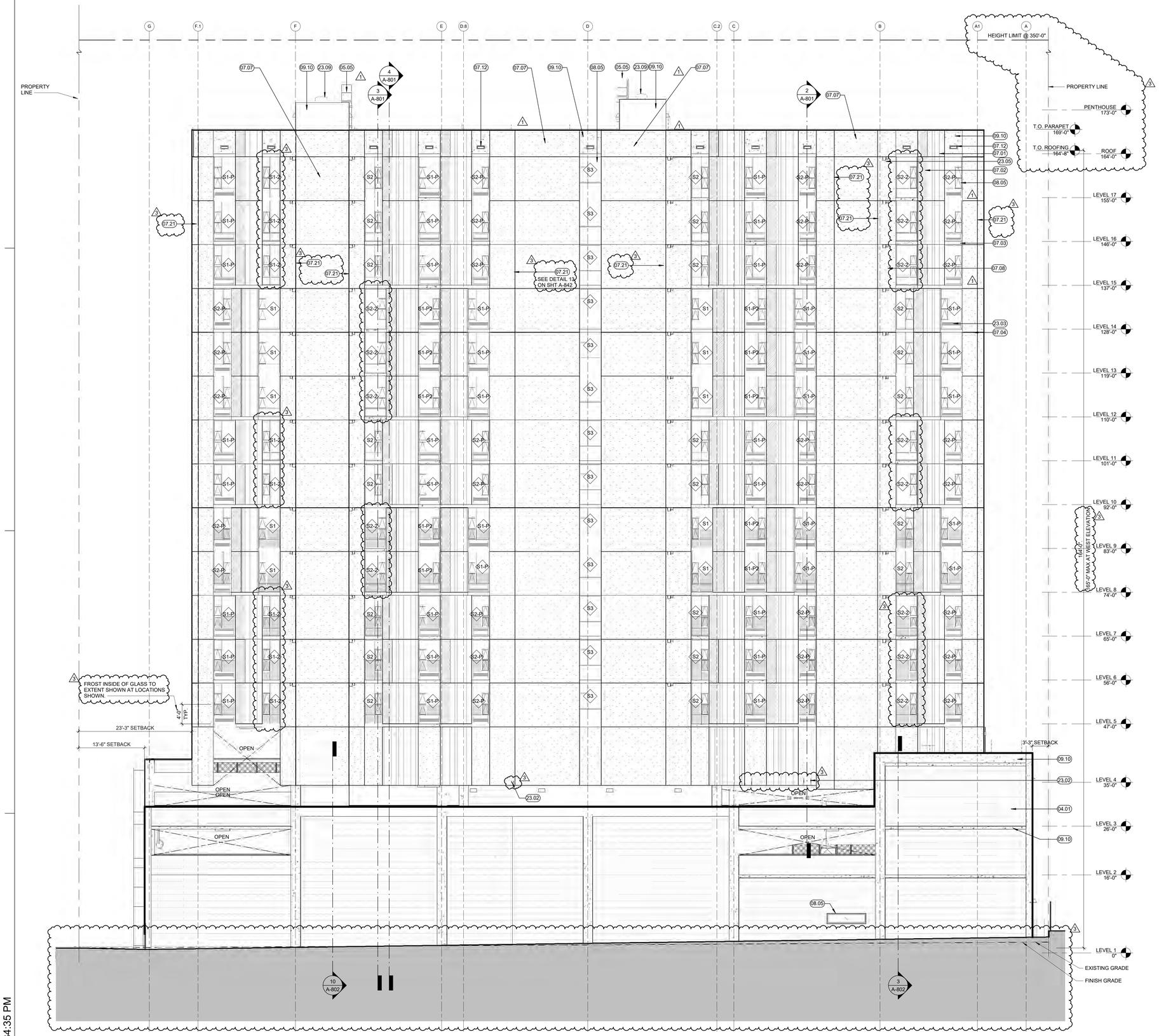
SHEET NO:

A-332

5/4/2020 4:36:12 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch



1 EAST ELEVATION
1/8" = 1'-0"

SHEET NOTES

1. ALL DIMENSIONS AND NOTES ARE TYPICAL UNLESS OTHERWISE NOTED.
2. SEE WALL SECTIONS FOR VERTICAL DIMENSIONS NOT SHOWN.
3. SEE FLOOR PLANS FOR DOOR TAGS, SEE DOOR SCHEDULES FOR DOOR AND FRAME FINISHES

KEY NOTES

###	KEYNOTE
04.01	UNIT MASONRY, STANDARD CONCRETE UNITS INTEGRAL COLOR
05.05	LADDER, STEEL LADDER WITH WALK THRU
07.01	EIFS-PATTERN TYPE F-A, TYP
07.02	EIFS-PATTERN TYPE F-B, TYP
07.03	FLASHING-ALUMINUM
07.04	JOINT-DRAINAGE JOINT AT FLOOR LINE
07.07	EXTERIOR INSULATION & FINISH SYSTEM OVER CONCRETE WALL
07.08	EXTERIOR INSULATION & FINISH SYSTEM, FACILITATE DRAINAGE
07.12	SCUPPER, THRU WALL
07.21	VERTICAL EXPANSION JOINT
08.05	ALUMINUM WINDOW
09.10	PAINTED CONCRETE
23.02	VENT-THROUGH WALL, SMD
23.03	LOUVER-STORM RESISTANT, SMD
23.05	BATHROOM EXHAUST FAN, SMD
23.09	ROOF HOOD, SMD

LEGEND

- GL-1: VISION GLASS
- GL-2: TEMPERED GLASS
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- CONCRETE - CMU - RUNNING BOND
- CONCRETE - CMU - STACKED BOND
- CONCRETE - CAST IN PLACE

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

BUILDING ELEVATIONS - EAST

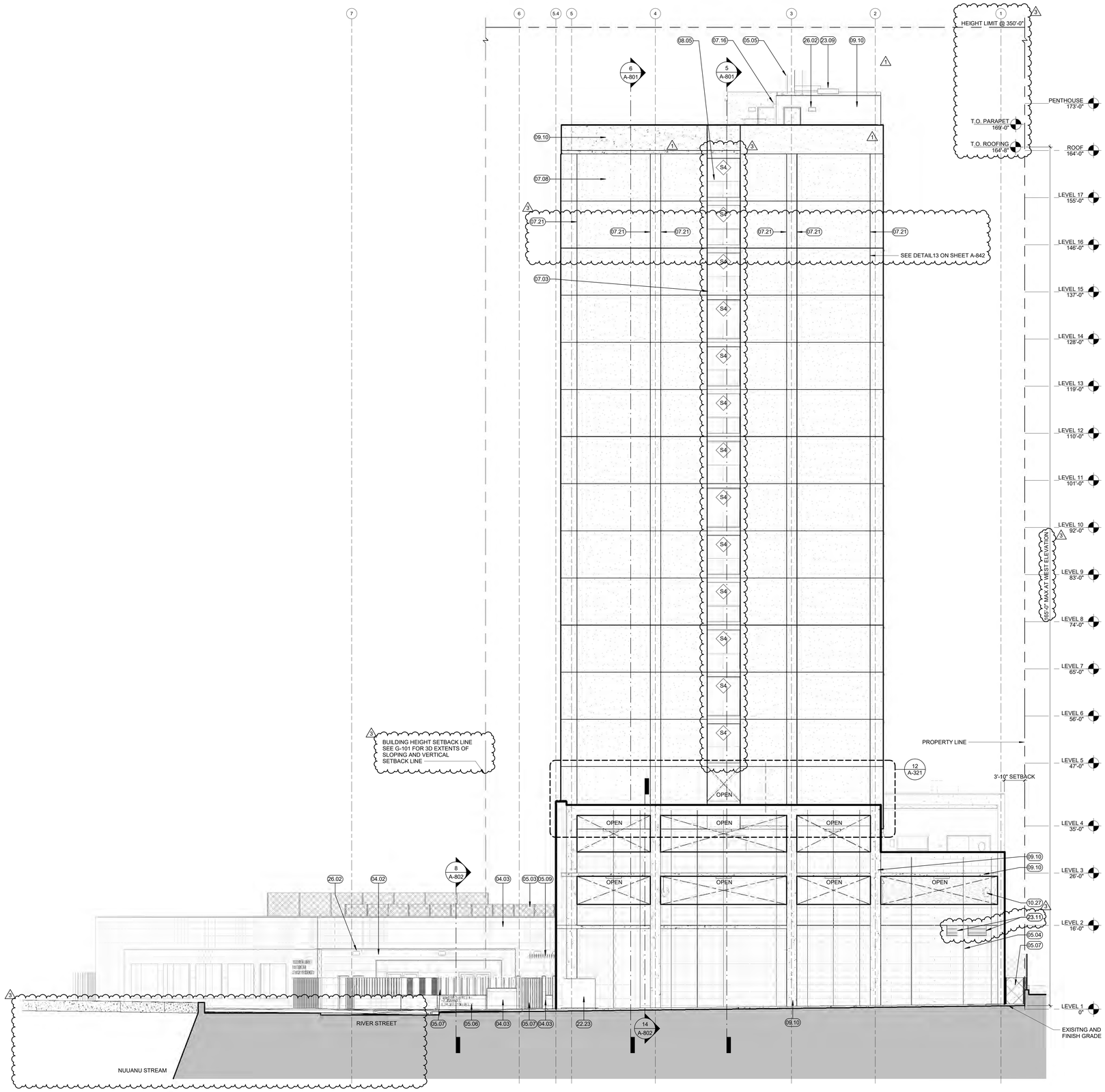
SHEET NO:

A-304

5/4/2020 4:34:35 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch



1 SOUTH ELEVATION
1/8" = 1'-0"

SHEET NOTES

1. ALL DIMENSIONS AND NOTES ARE TYPICAL UNLESS OTHERWISE NOTED.
2. SEE WALL SECTIONS FOR VERTICAL DIMENSIONS NOT SHOWN.
3. SEE FLOOR PLANS FOR DOOR TAGS, SEE DOOR SCHEDULES FOR DOOR AND FRAME FINISHES

KEY NOTES

###	KEYNOTE
04.02	UNIT MASONRY, RUNNING BOND INTEGRAL COLOR, STANDARD FACE
04.03	UNIT MASONRY, STACK BOND INTEGRAL COLOR, STANDARD FACE
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS
05.04	LANDSCAPE, VERTICAL VINE BRACKET CABLE
05.05	LADDER, STEEL LADDER WITH WALK THRU
05.06	AUTO-GATE, HOT-DIPPED GALVANIZED DECORATIVE METAL GATE WITH KYNAR FINISH, SWING
05.07	GATE, HOT-DIPPED GALVANIZED DECORATIVE METAL GATE WITH KYNAR FINISH, SWING AND SLIDING
05.09	AWNING, 3/4" ANODIZED ALUMINUM PLATES
07.03	FLASHING-ALUMINUM
07.08	EXTERIOR INSULATION & FINISH SYSTEM, FACILITATE DRAINAGE
07.16	GUTTER
07.21	VERTICAL EXPANSION JOINT
08.05	ALUMINUM WINDOW
09.10	PAINTED CONCRETE
10.27	PARKING GARAGE MIRROR
22.23	DIESEL FUEL PUMP, PAD MOUNTED
23.09	ROOF HOOD, SMD
23.11	EXHAUST FAN LOUVER, SMD
26.02	WALL MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE

LEGEND

- GL-1: VISION GLASS
- GL-2: TEMPERED GLASS
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C
- CONCRETE - CMU - RUNNING BOND
- CONCRETE - CMU - STACKED BOND
- CONCRETE - CAST IN PLACE

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

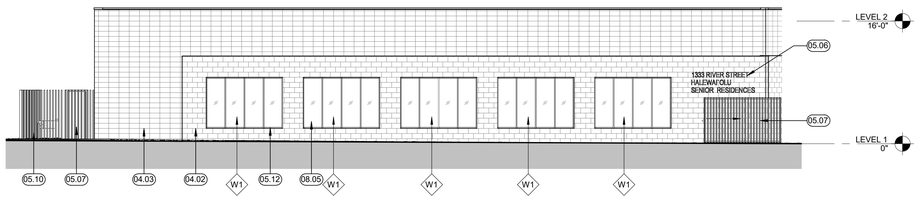
BUILDING ELEVATIONS - SOUTH

SHEET NO: A-305

5/4/2020 4:34:53 PM

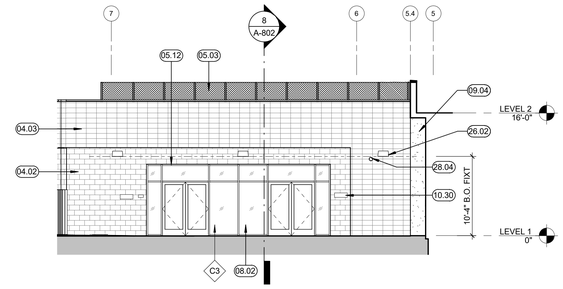
All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch



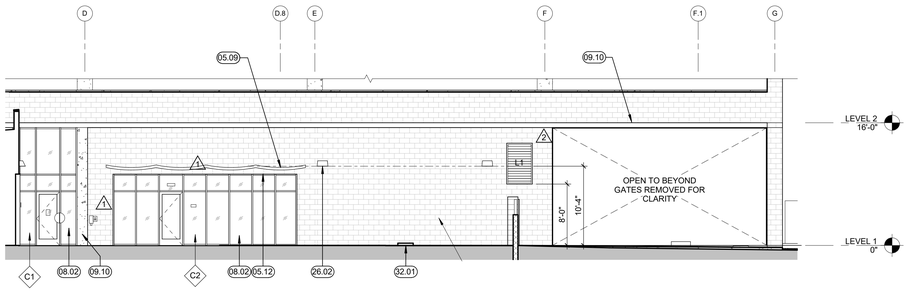
2

1 WEST ELEVATION - MPR
1/8" = 1'-0"



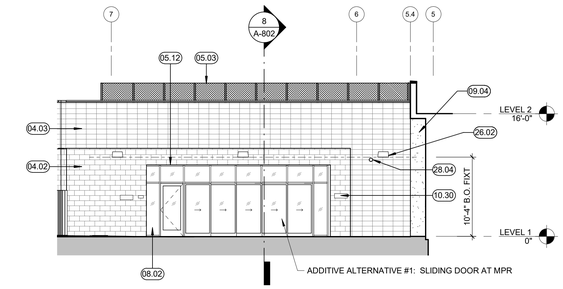
2

2 SOUTH ELEVATION - MPR
1/8" = 1'-0"



2

3 WEST ELEVATION - COURTYARD
1/8" = 1'-0"



2

4 SOUTH ELEVATION - MPR - DESIGN ALTERNATIVE
1/8" = 1'-0"

SHEET NOTES

1. ALL DIMENSIONS AND NOTES ARE TYPICAL UNLESS OTHERWISE NOTED.
2. SEE WALL SECTIONS FOR VERTICAL DIMENSIONS NOT SHOWN.
3. SEE FLOOR PLANS FOR DOOR TAGS, SEE DOOR SCHEDULES FOR DOOR AND FRAME FINISHES

KEY NOTES

###	KEYNOTE
04.02	UNIT MASONRY, RUNNING BOND INTEGRAL COLOR, STANDARD FACE
04.03	UNIT MASONRY, STACK BOND INTEGRAL COLOR, STANDARD FACE
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS
05.06	AUTO-GATE, HOT-DIPPED GALVANIZED DECORATIVE METAL GATE WITH KYNAR FINISH, SWING
05.07	GATE, HOT-DIPPED GALVANIZED DECORATIVE METAL GATE WITH KYNAR FINISH, SWING AND SLIDING
05.09	AWNING, 3/4" ANODIZED ALUMINUM PLATES
05.10	FENCE, HOT-DIPPED GALVANIZED DECORATIVE METAL WITH KYNAR FINISH
05.12	STEEL PLATE SURROUND AT OPENING, PAINTED
08.02	ALUMINUM STOREFRONT
08.05	ALUMINUM WINDOW
09.04	SKIM COAT FINISH, SEE EXTERIOR FINISH SCHEDULE
09.10	PAINTED CONCRETE
10.30	SIGNAGE, WALL MOUNTED, SEE SIGNAGE SHEETS
26.02	WALL MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
28.04	SECURITY CAMERA
32.01	FILTERRA WATER FILTRATION UNIT, SCD

LEGEND

- GL-1: VISION GLASS
- GL-2: TEMPERED GLASS
- EIFS - TEXTURE TYPE F-C (1)
- EIFS - TEXTURE TYPE F-C
- EIFS - TEXTURE TYPE F-C (2)
- CONCRETE - CMU - RUNNING BOND
- CONCRETE - CMU - STACKED BOND
- CONCRETE - CAST IN PLACE

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFKO
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

BUILDING ELEVATIONS - MPR

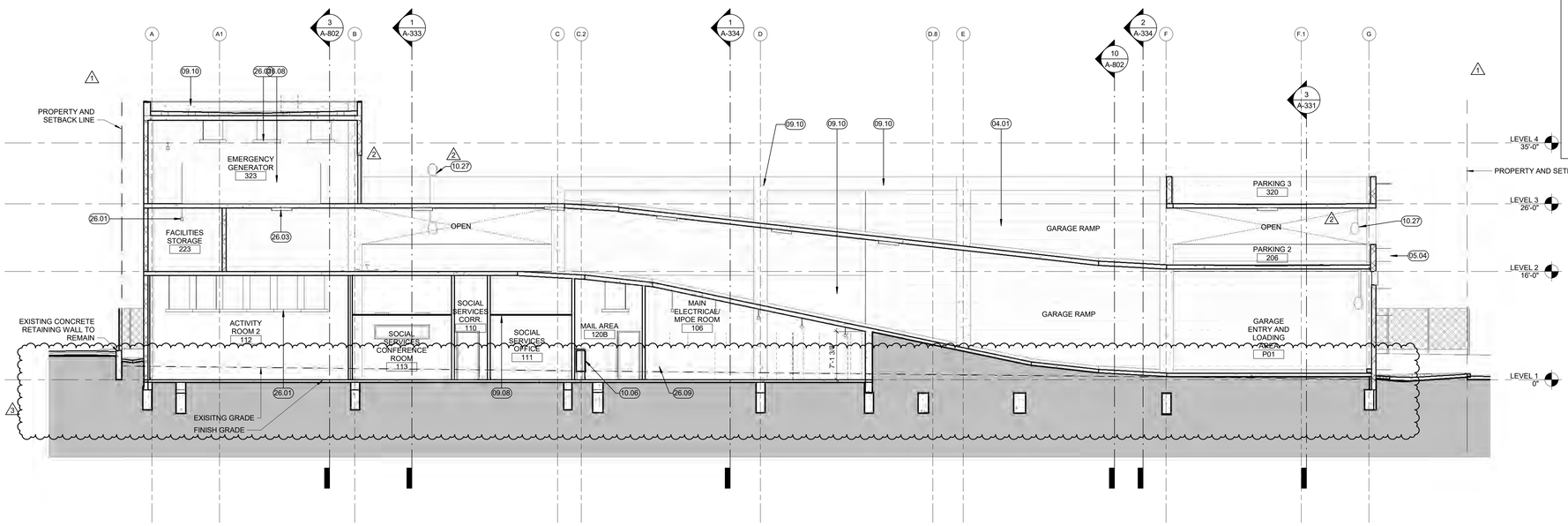
SHEET NO:

(1) A-306

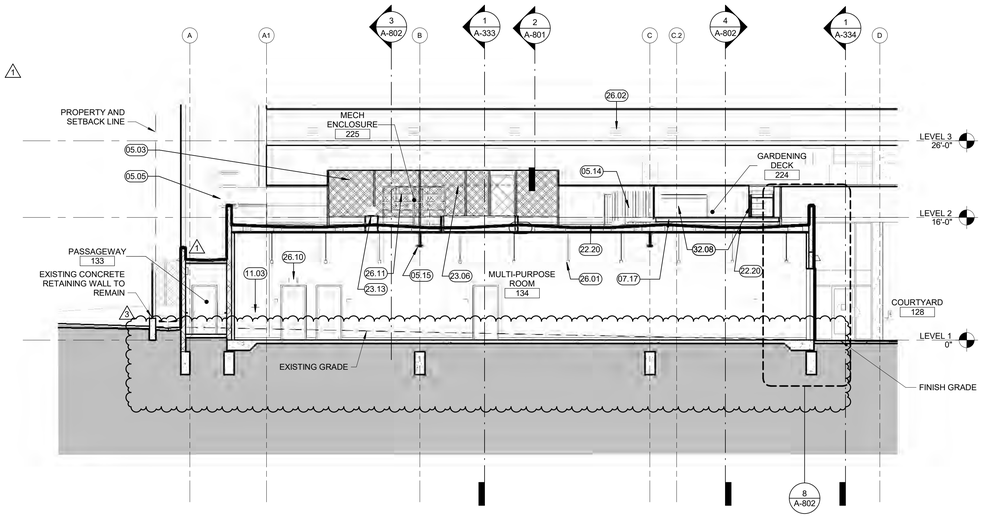
5/4/2020 4:34:58 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

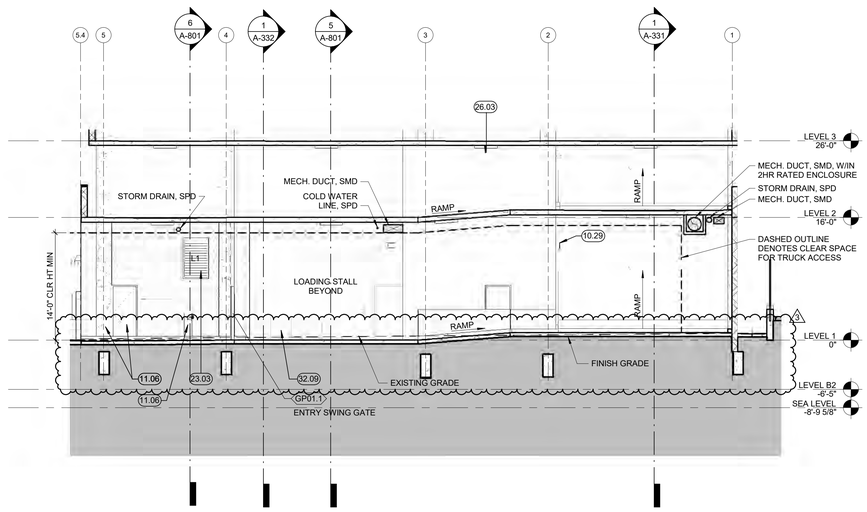
If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch



1 BUILDING SECTION - RAMP
1/8" = 1'-0"



2 BUILDING SECTION - MULTI-PURPOSE ROOM SEE SHEET A-302 FOR ADDITIONAL INFORMATION
1/8" = 1'-0"



3 BUILDING SECTION - GARAGE ENTRY
1/8" = 1'-0"

KEYNOTE LEGEND

####	KEYNOTE
04.01	UNIT MASONRY, STANDARD CONCRETE UNITS INTEGRAL COLOR
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS
05.04	LANDSCAPE, VERTICAL VINE BRACKET CABLE
05.05	LADDER, STEEL LADDER WITH WALK THRU
05.14	GALVANIZED STEEL STAIR, LANDING, AND RAILING, PAINTED
05.15	STEEL BEAM WITH SPRAY APPLIED FIREPROOFING
07.17	ADJUSTABLE PEDESTALS, CONCRETE PAVERS
09.08	ACOUSTIC CEILING
09.10	PAINTED CONCRETE
10.06	MAILBOX SUITES, MAIL SLOTS & PARCEL LOCKERS
10.27	PARKING GARAGE MIRROR
10.29	SIGNAGE, CEILING MOUNTED, SEE SIGNAGE SHEETS
11.03	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, RECESSED
11.06	PARKING CONTROL EQUIPMENT, AUTOMATIC BARRIER GATES
22.20	ROOF DRAIN, SPD
23.03	LOUVER-STORM RESISTANT, SMD
23.06	DOAS, SMD, ATOP ROOF CURB
23.13	EXHAUST FAN, SMD
26.01	SUSPENDED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
26.02	WALL MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
26.03	CEILING MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
26.08	EMERGENCY GENERATOR, SED
26.09	ELECTRICAL EQUIPMENT, SED
26.10	EXIT SIGN, SED
26.11	ELECTRICAL EQUIPMENT MOUNTED TO UNISTRUT RACK, SED
32.08	PRE-MANUFACTURED PLANTER BOX
32.09	BIKE RACK

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLZKO
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: 1/8" = 1'-0"

SHEET TITLE:

BUILDING SECTION - LONGITUDINAL

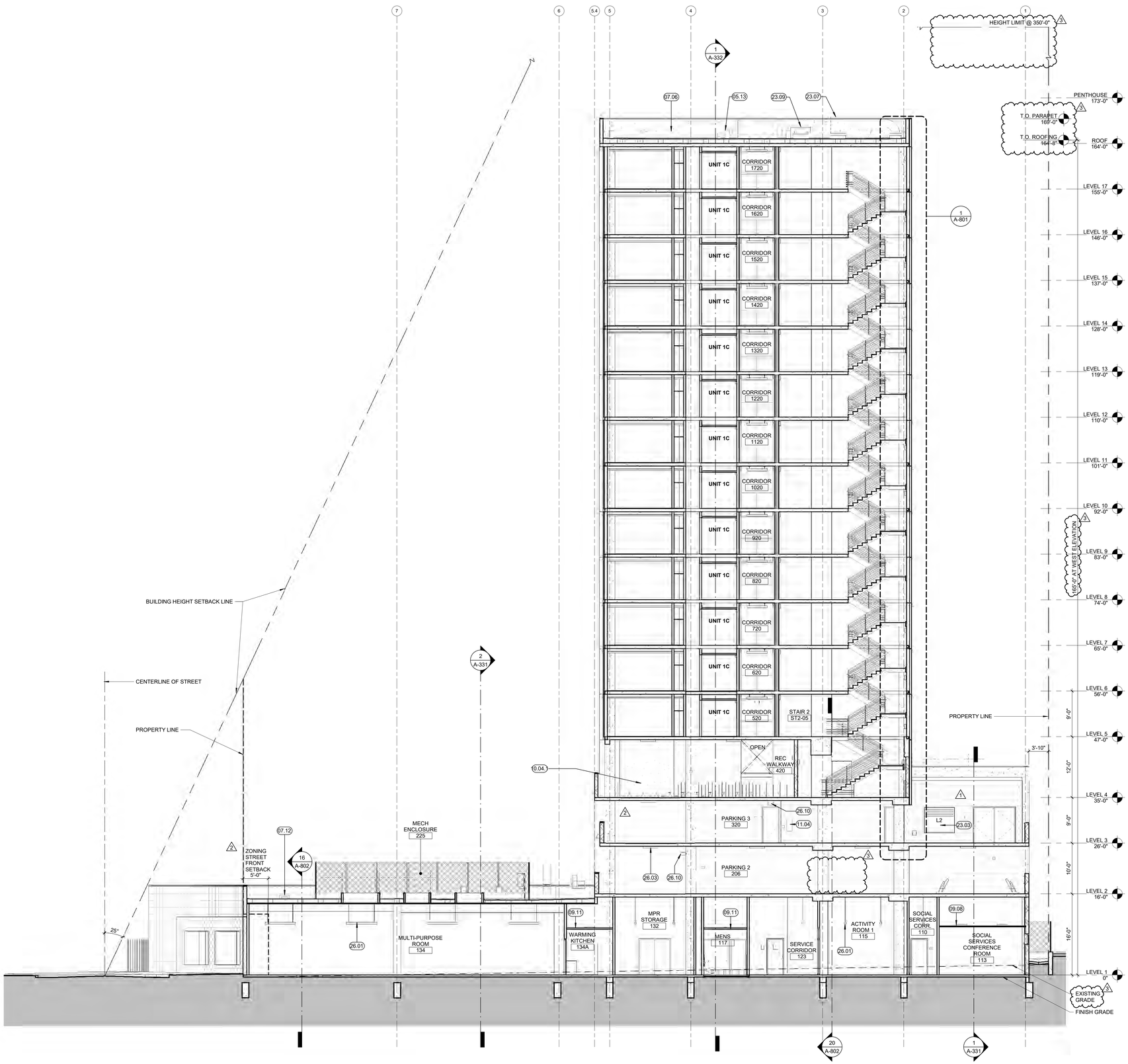
SHEET NO:

A-331

5/4/2020 4:35:59 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.



1 BUILDING SECTION CROSS STAIR 2 @ TOWER
1/8" = 1'-0"

KEYNOTE LEGEND

###	KEYNOTE
05.05	LADDER, STEEL LADDER WITH WALK THRU
05.13	GALVINIZED STEEL, DAVIT PEDESTAL
07.06	FALL ARREST ANCHOR-WALL
07.12	SCUPPER, THRU WALL
09.08	ACOUSTIC CEILING
09.11	GYPSUM SUSPENDED CEILING
10.04.1	BIKE PARKING RACK, HIGH DENSITY OFFSET, FLOOR MOUNTED, TYP.
11.04	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, SURFACE-MOUNTED
23.03	LOUVER-STORM RESISTANT, SMD
23.07	SPF FAN, SMD, ATOP ROOF CURB
23.09	ROOF HOOD, SMD
26.01	SUSPENDED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
26.03	CEILING MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
26.10	EXIT SIGN, SED

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: 1/8" = 1'-0"

SHEET TITLE:

BUILDING SECTION - CROSS

SHEET NO:

A-333

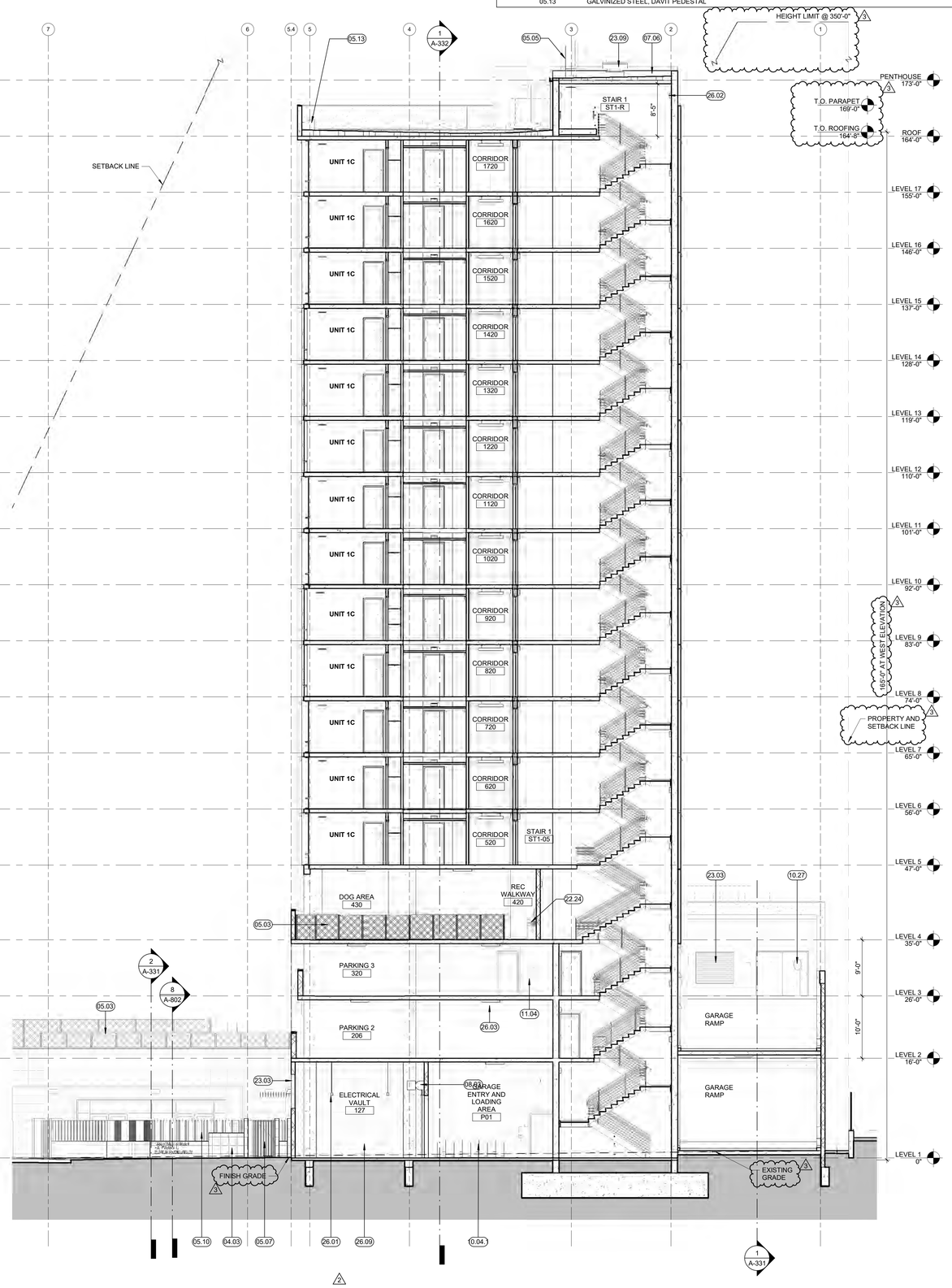
5/4/2020 4:36:21 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

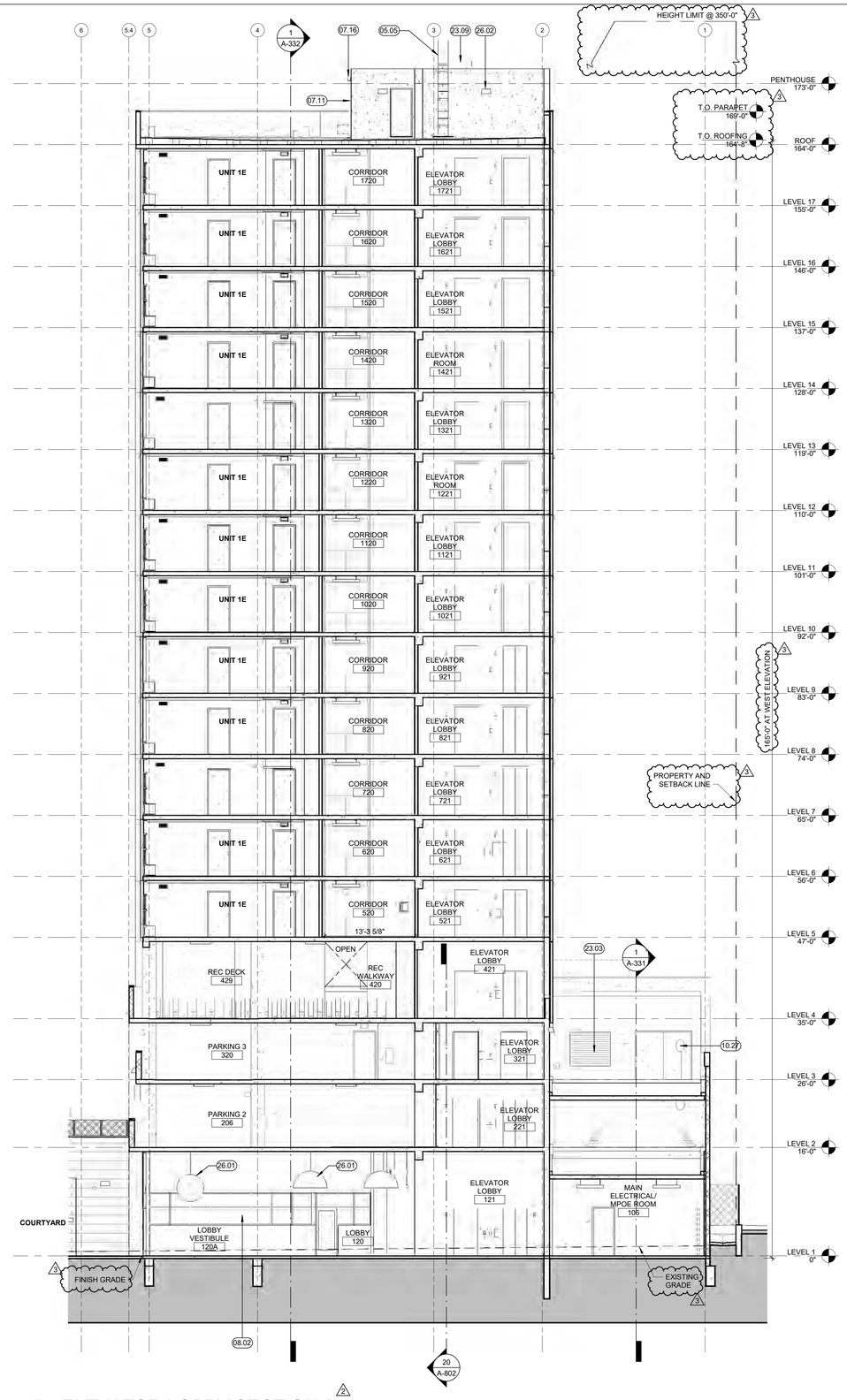
If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

KEYNOTE LEGEND

###	KEYNOTE	###	KEYNOTE	###	KEYNOTE	###	KEYNOTE
04.03	UNIT MASONRY, STACK BOND INTEGRAL COLOR, STANDARD FACE	07.06	FALL ARREST ANCHOR-WALL	10.27	PARKING GARAGE MIRROR	26.02	WALL MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
05.03	SCREEN OR GUARDRAIL, CHAINLINK WITH WOVEN PRIVACY SLATS	07.11	DOWNSPOUT AND SPLASHBLOCK	11.04	LIFE SAFETY EQUIPMENT, FIRE EXTINGUISHER CABINET, SURFACE-MOUNTED	26.03	CEILING MOUNTED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE
05.05	LADDER, STEEL LADDER WITH WALK THRU	07.16	GUTTER			26.09	ELECTRICAL EQUIPMENT, SED
05.07	GATE, HOT-DIPPED GALVANIZED DECORATIVE METAL GATE WITH KYNAR FINISH, SWING AND SLIDING	08.02	ALUMINUM STOREFRONT	22.24	DUAL HEIGHT DRINKIG FOUNTAIN, BOTTLE FILLER		
		08.03	DOOR, OVERHEAD COILING	23.03	LOUVER-STORM RESISTANT, SMD		
05.10	FENCE, HOT-DIPPED GALVANIZED DECORATIVE METAL WITH KYNAR FINISH	10.04.1	BIKE PARKING RACK, HIGH DENSITY OFFSET, FLOOR MOUNTED, TYP.	23.09	ROOF HOOD, SMD		
				26.01	SUSPENDED LIGHTING FIXTURE, SEE LIGHTING SCHEDULE		
05.13	GALVINIZED STEEL, DAVIT PEDESTAL						



2 BUILDING SECTION - CROSS STAIR 1
1/8" = 1'-0"



1 ELEVATOR LOBBY SECTION 2
1/8" = 1'-0"

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
2	REVISION 2 - PERMIT RESPONSE	03/20/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES
1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: 1/8" = 1'-0"

SHEET TITLE:
BUILDING SECTION - CROSS

SHEET NO:
A-334

5/4/2020 4:36:38 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.

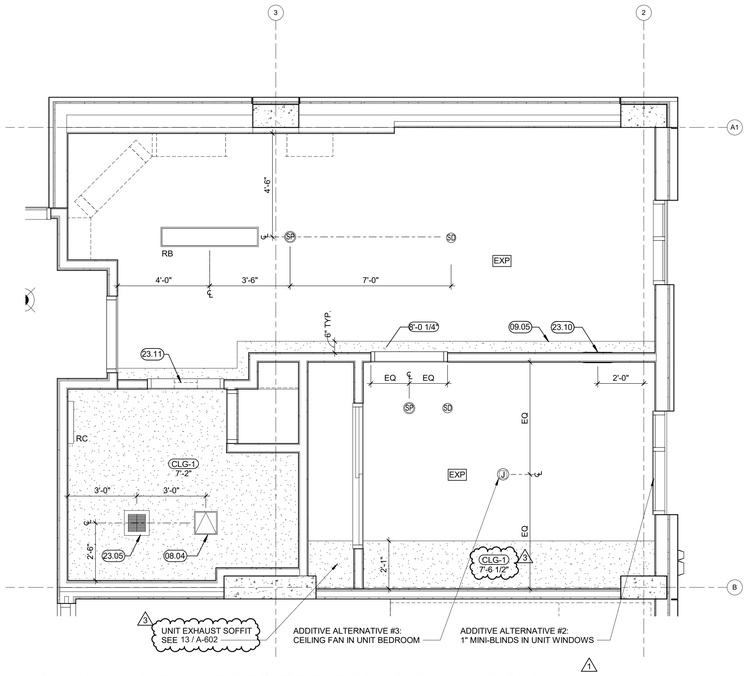
UNIT 1A

NATURAL LIGHT AND VENTILATION ONE BED UNIT BEDROOM (ROH CH 27-4.4):

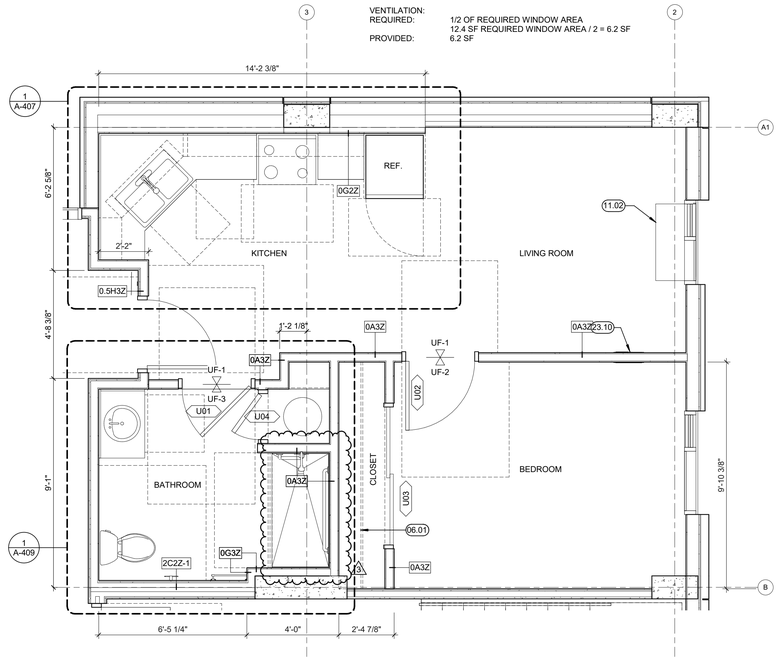
NATURAL LIGHT:
REQUIRED: 1/10TH OF FLOOR AREA OR 10 SF MINIMUM
124 SF / 10 = 12.4 SF
PROVIDED: 26 SF

VENTILATION:
REQUIRED: 1/2 OF REQUIRED WINDOW AREA
12.4 SF REQUIRED WINDOW AREA / 2 = 6.2 SF
PROVIDED: 6.2 SF

FOR ACCESSIBLE PLAN OPTION SEE 1 / A-405



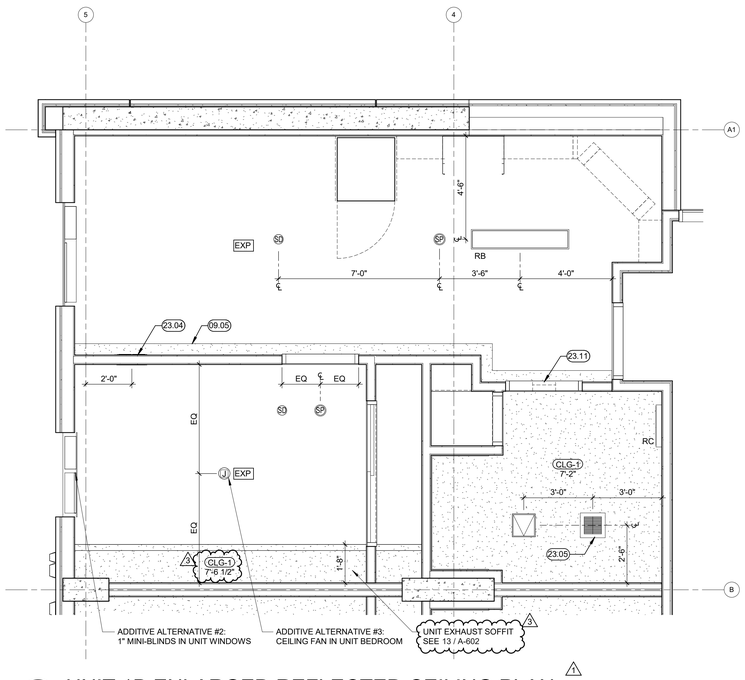
2 UNIT 1A ENLARGED REFLECTED CEILING PLAN
3/8" = 1'-0"



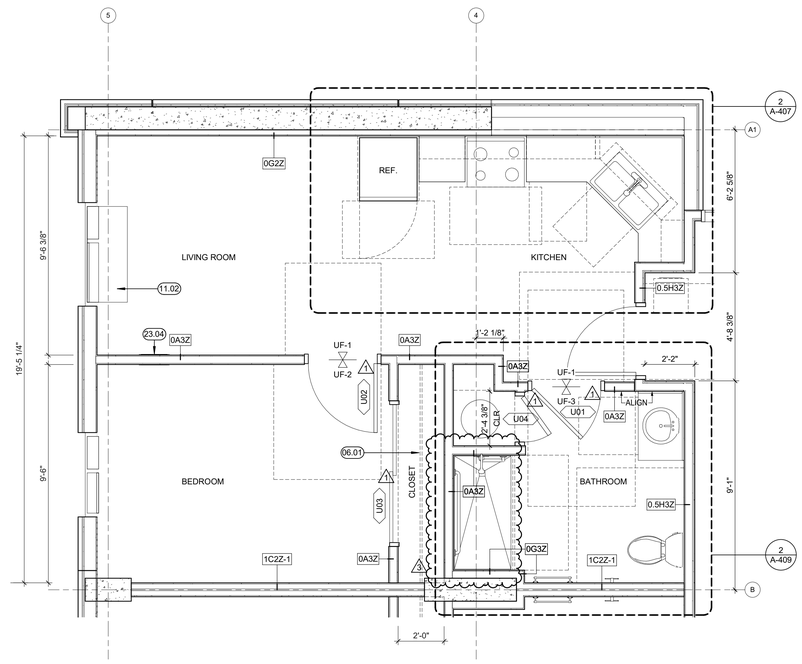
1 UNIT 1A ENLARGED PLAN
3/8" = 1'-0"

UNIT 1B

FOR ACCESSIBLE PLAN OPTION SEE 2 / A-405



4 UNIT 1B ENLARGED REFLECTED CEILING PLAN
3/8" = 1'-0"



3 UNIT 1B ENLARGED PLAN
3/8" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. SEE A-400 FOR REQUIRED ACCESSIBLE CLEARANCES AT TYPICAL PLUMBING FIXTURES AND ADDITIONAL DIMENSIONS FOR INSTALLATION OF FIXTURES, GRAB BARS AND TOILET ACCESSORIES.
3. SEE A-405 AND A-406 FOR ADDITIONAL DIMENSIONS AT ACCESSIBLE UNITS.
4. SEE A-407 AND A-408 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT KITCHENS.
5. SEE A-409 AND A-410 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT BATHROOMS.
6. CONTRACTOR TO INSTALL BLOCKING FOR ALL WALL-MOUNTED FIXTURES/DEVICES AS REQUIRED.
7. CONTRACTOR TO PROVIDE AND INSTALL 16 GA. FLAT STRAP BACKING FOR GRAB BAR INSTALLATION AT ALL DWELLING UNITS. SEE INTERIOR ELEVATIONS AND SPECIFICATIONS.

KEY NOTES

###	KEYNOTE
06.01	INTERIOR ARCHITECTURAL WOODWORK, CLOSET & UTILITY SHELVING
08.04	ACCESS PANEL. COORDINATE LOCATION WITH PLUMBING DRAWINGS
09.05	GYPSUM BOARD SOFFIT
11.02	PTAC WINDOW UNIT, SEE EQUIPMENT SCHEDULE
23.04	TRANSFER FAN, SMD
23.05	BATHROOM EXHAUST FAN, SMD
23.10	TRANSFER FAN, SMD
23.11	EXHAUST FAN LOUVER, SMD

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- FRAMED WALL
- NON-RATED PARTITION
- 1 HR RATED PARTITION
- 2 HR RATED PARTITION
- 3 HR RATED PARTITION
- LINE ABOVE
- HIDDEN LINE
- BACKING FOR GRAB BAR INSTALLATION
- A3A PARTITION TAG
- +1'-0" SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

ENLARGED PLANS AND REFLECTED CEILING PLANS - UNITS

SHEET NO:

A-401

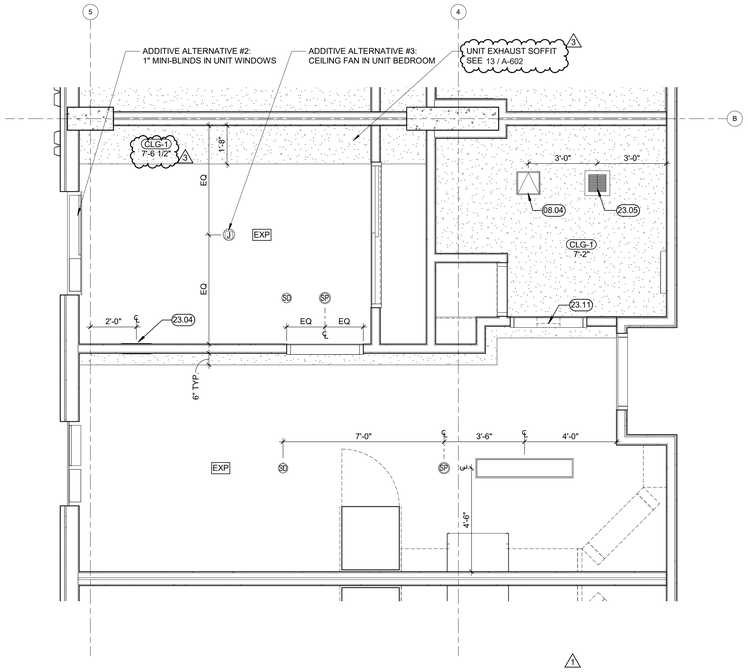
5/4/2020 4:36:48 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

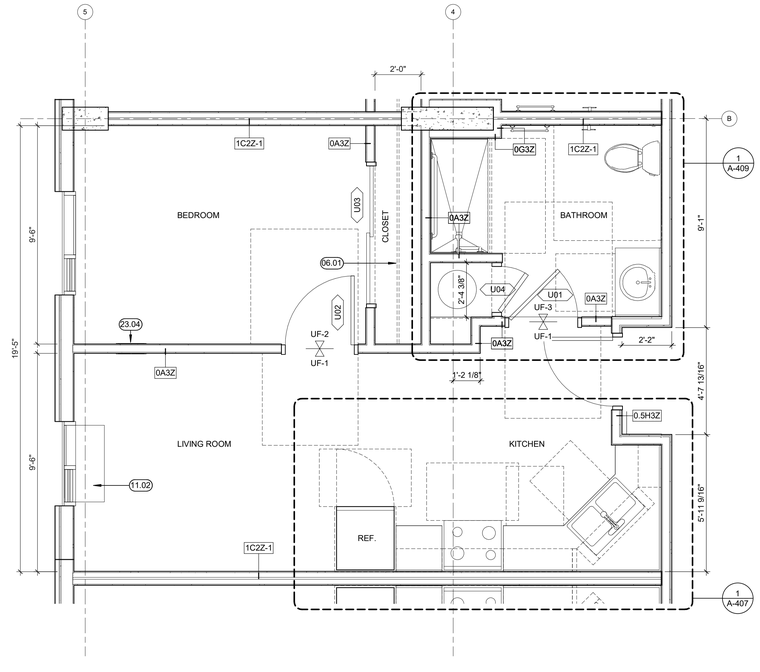
If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

UNIT 1C

FOR ACCESSIBLE PLAN OPTION SEE



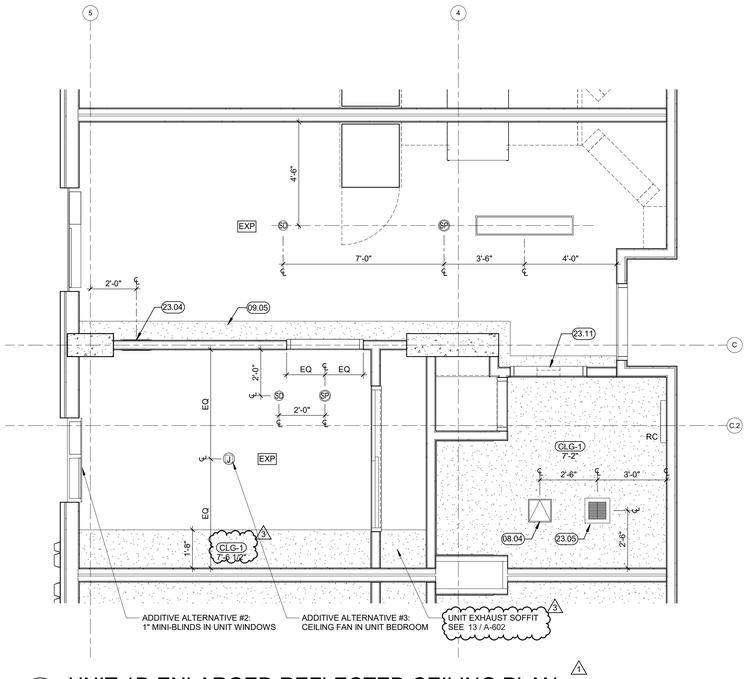
2 UNIT 1C ENLARGED REFLECTED CEILING PLAN
3/8" = 1'-0"



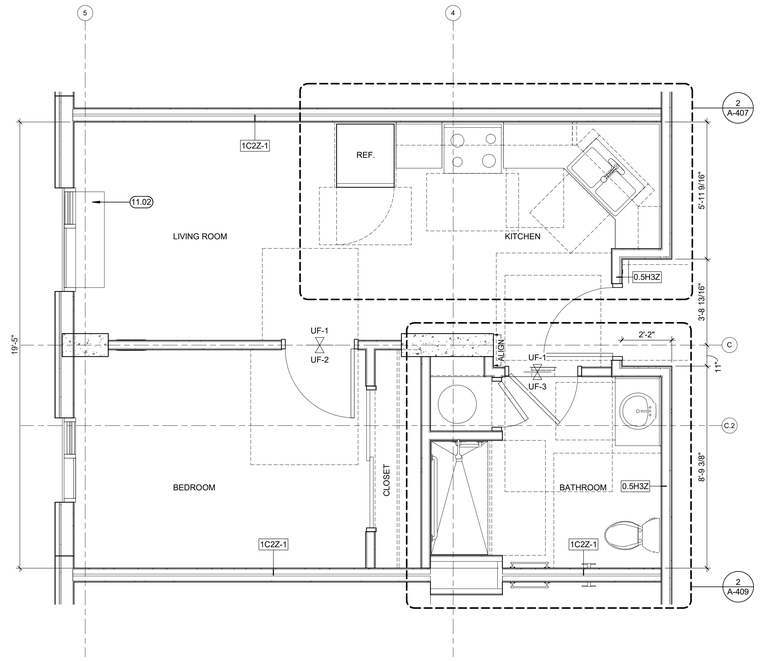
1 UNIT 1C ENLARGED PLAN
3/8" = 1'-0"

UNIT 1D

FOR ACCESSIBLE PLAN OPTIONS SEE



4 UNIT 1D ENLARGED REFLECTED CEILING PLAN
3/8" = 1'-0"



3 UNIT 1D ENLARGED PLAN
3/8" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. SEE A-400 FOR REQUIRED ACCESSIBLE CLEARANCES AT TYPICAL PLUMBING FIXTURES AND ADDITIONAL DIMENSIONS FOR INSTALLATION OF FIXTURES, GRAB BARS AND TOILET ACCESSORIES.
3. SEE A-405 AND A-406 FOR ADDITIONAL DIMENSIONS AT ACCESSIBLE UNITS.
4. SEE A-407 AND A-408 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT KITCHENS.
5. SEE A-409 AND A-410 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT BATHROOMS.
6. CONTRACTOR TO INSTALL BLOCKING FOR ALL WALL-MOUNTED FIXTURES/DEVICES AS REQUIRED.
7. CONTRACTOR TO PROVIDE AND INSTALL 16 GA. FLAT STRAP BACKING FOR GRAB BAR INSTALLATION AT ALL DWELLING UNITS. SEE INTERIOR ELEVATIONS AND SPECIFICATIONS.

KEY NOTES

###	KEYNOTE
06.01	INTERIOR ARCHITECTURAL WOODWORK, CLOSET & UTILITY SHELVING
08.04	ACCESS PANEL. COORDINATE LOCATION WITH PLUMBING DRAWINGS
09.05	GYPSUM BOARD SOFFIT
11.02	PTAC WINDOW UNIT, SEE EQUIPMENT SCHEDULE
23.04	TRANSFER FAN, SMD
23.05	BATHROOM EXHAUST FAN, SMD
23.11	EXHAUST FAN LOUVER, SMD

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- FRAMED WALL
- NON-RATED PARTITION
- 1 HR RATED PARTITION
- 2 HR RATED PARTITION
- 3 HR RATED PARTITION
- LINE ABOVE
- HIDDEN LINE
- BACKING FOR GRAB BAR INSTALLATION
- A3A PARTITION TAG
- +1'-0" SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFKIO
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

ENLARGED PLANS AND REFLECTED CEILING PLAN - UNITS

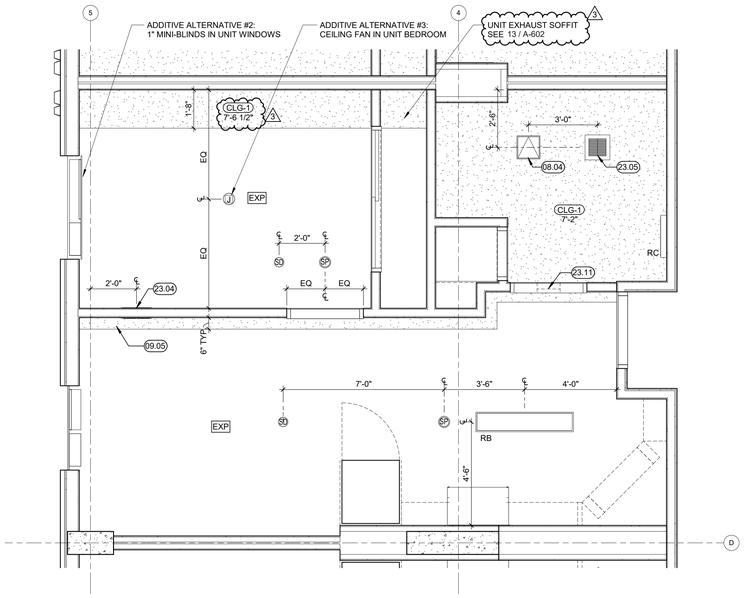
SHEET NO:

A-402

5/4/2020 4:36:53 PM

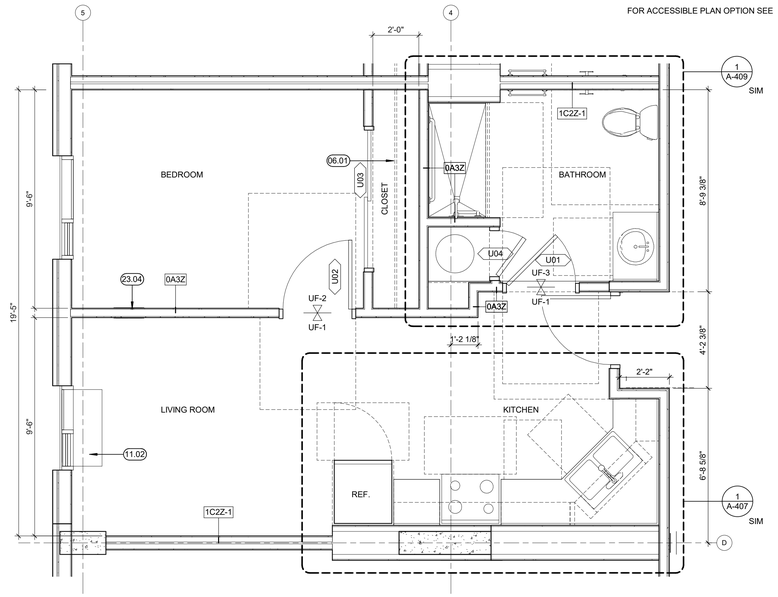
All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch.



2 UNIT 1E ENLARGED REFLECTED CEILING PLAN

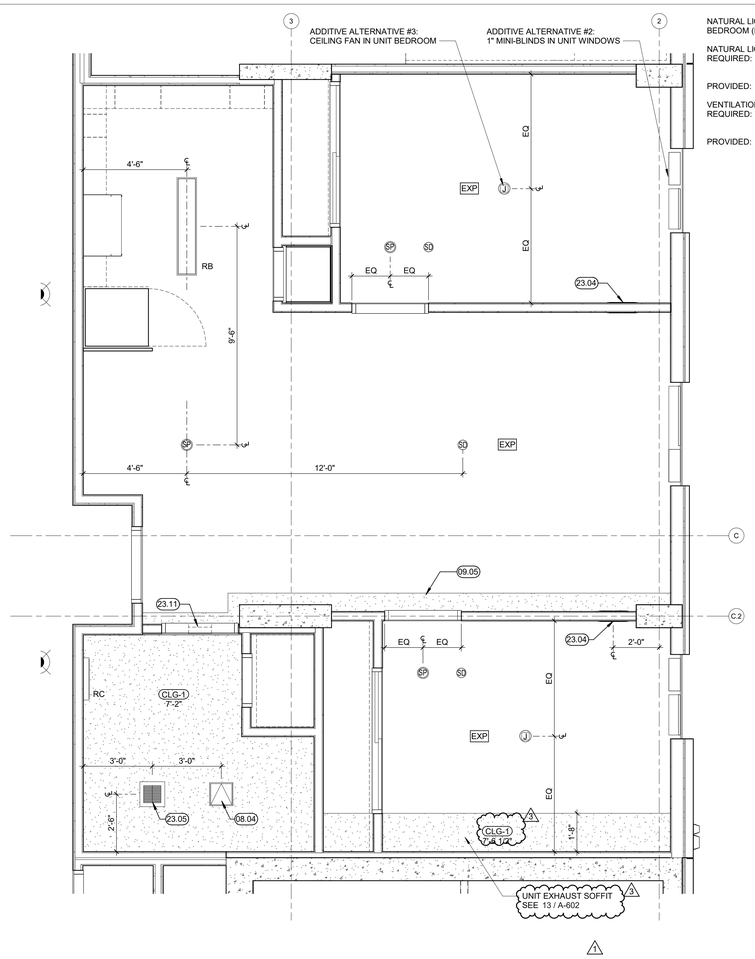
3/8" = 1'-0"



1 UNIT 1E ENLARGED PLAN

3/8" = 1'-0"

FOR ACCESSIBLE PLAN OPTION SEE A-406



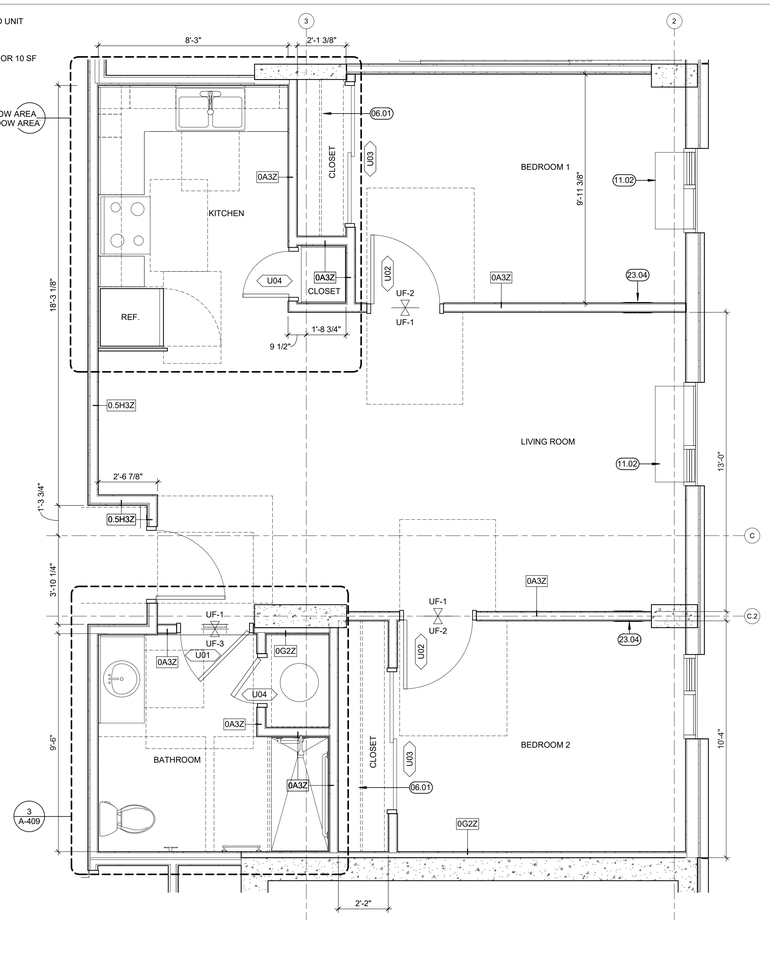
NATURAL LIGHT AND VENTILATION TWO BED UNIT BEDROOM (ROH CH 27-4.4):

NATURAL LIGHT:
REQUIRED: 1/10TH OF FLOOR AREA OR 10 SF MINIMUM
140 SF / 10 = 14 SF
PROVIDED: 26 SF

VENTILATION:
REQUIRED: 1/2 OF REQUIRED WINDOW AREA
12.4 SF REQUIRED WINDOW AREA / 2 = 6.2 SF
PROVIDED: 6.2 SF

4 UNIT 2A ENLARGED REFLECTED CEILING PLAN

3/8" = 1'-0"



3 UNIT 2A ENLARGED PLAN

3/8" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. SEE A-400 FOR REQUIRED ACCESSIBLE CLEARANCES AT TYPICAL PLUMBING FIXTURES AND ADDITIONAL DIMENSIONS FOR INSTALLATION OF FIXTURES, GRAB BARS AND TOILET ACCESSORIES.
3. SEE A-405 AND A-406 FOR ADDITIONAL DIMENSIONS AT ACCESSIBLE UNITS.
4. SEE A-407 AND A-408 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT KITCHENS.
5. SEE A-409 AND A-410 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT BATHROOMS.
6. CONTRACTOR TO INSTALL BLOCKING FOR ALL WALL-MOUNTED FIXTURES/DEVICES AS REQUIRED.
7. CONTRACTOR TO PROVIDE AND INSTALL 16 GA. FLAT STRAP BACKING FOR GRAB BAR INSTALLATION AT ALL DWELLING UNITS. SEE INTERIOR ELEVATIONS AND SPECIFICATIONS.

KEY NOTES

###	KEYNOTE
06.01	INTERIOR ARCHITECTURAL WOODWORK, CLOSET & UTILITY SHELVING
08.04	ACCESS PANEL. COORDINATE LOCATION WITH PLUMBING DRAWINGS
09.05	GYPSUM BOARD SOFFIT
11.02	PTAC WINDOW UNIT, SEE EQUIPMENT SCHEDULE
23.04	TRANSFER FAN, SMD
23.05	BATHROOM EXHAUST FAN, SMD
23.11	EXHAUST FAN LOUVER, SMD

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- FRAMED WALL
- NON-RATED PARTITION
- 1 HR RATED PARTITION
- 2 HR RATED PARTITION
- 3 HR RATED PARTITION
- LINE ABOVE
- HIDDEN LINE
- BACKING FOR GRAB BAR INSTALLATION
- A3A — PARTITION TAG
- +1'-0" — SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLFARD
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

ENLARGED PLANS AND REFLECTED CEILING PLAN - UNITS

SHEET NO:

A-403

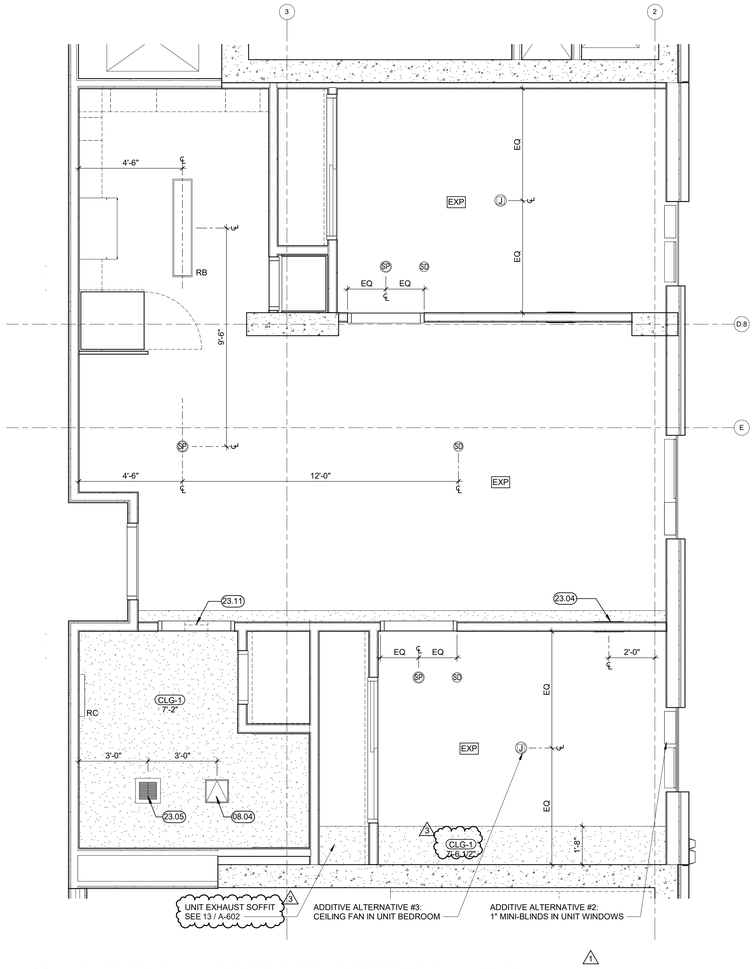
5/4/2020 4:36:59 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

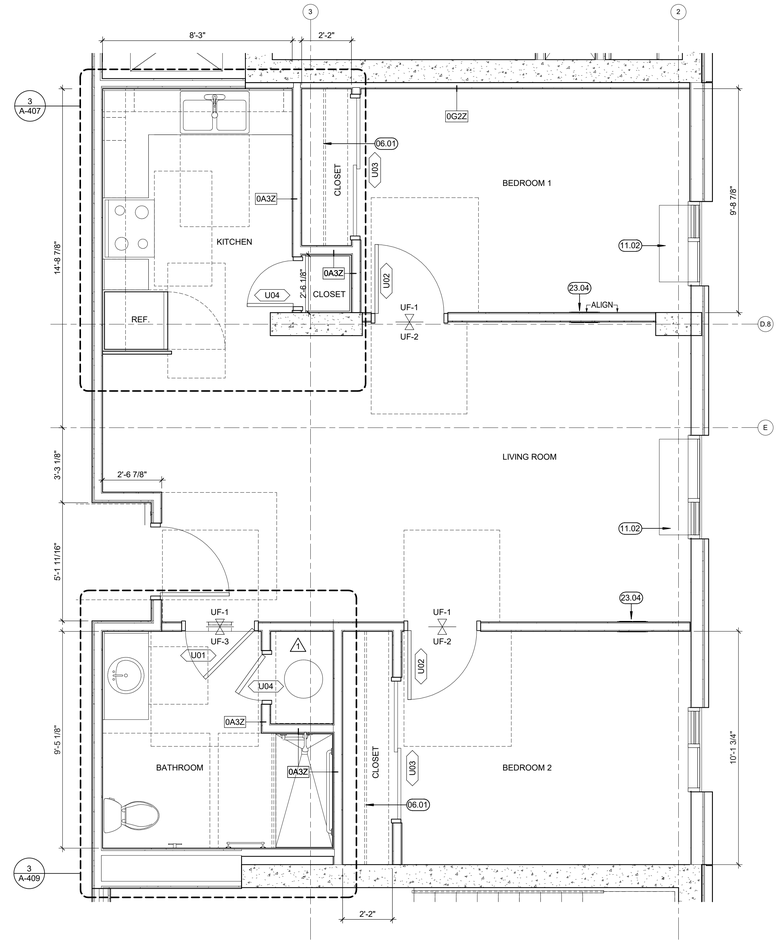
If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

UNIT 2B

FOR ACCESSIBLE PLAN OPTIONS, SEE 4 / A-406



2 UNIT 2B ENLARGED REFLECTED CEILING PLAN
3/8" = 1'-0"



1 UNIT 2B ENLARGED PLAN
3/8" = 1'-0"

SHEET NOTES

1. DIMENSIONS INDICATE FACE OF FINISH UNLESS OTHERWISE NOTED.
2. SEE A-400 FOR REQUIRED ACCESSIBLE CLEARANCES AT TYPICAL PLUMBING FIXTURES AND ADDITIONAL DIMENSIONS FOR INSTALLATION OF FIXTURES, GRAB BARS AND TOILET ACCESSORIES.
3. SEE A-405 AND A-406 FOR ADDITIONAL DIMENSIONS AT ACCESSIBLE UNITS.
4. SEE A-407 AND A-408 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT KITCHENS.
5. SEE A-409 AND A-410 FOR ADDITIONAL DIMENSIONS AND NOTES AT UNIT BATHROOMS.
6. CONTRACTOR TO INSTALL BLOCKING FOR ALL WALL-MOUNTED FIXTURES/DEVICES AS REQUIRED.
7. CONTRACTOR TO PROVIDE AND INSTALL 16 GA. FLAT STRAP BACKING FOR GRAB BAR INSTALLATION AT ALL DWELLING UNITS. SEE INTERIOR ELEVATIONS AND SPECIFICATIONS.

KEY NOTES

###	KEYNOTE
06.01	INTERIOR ARCHITECTURAL WOODWORK, CLOSET & UTILITY SHELVING
08.04	ACCESS PANEL. COORDINATE LOCATION WITH PLUMBING DRAWINGS
11.02	PTAC WINDOW UNIT, SEE EQUIPMENT SCHEDULE
23.04	TRANSFER FAN, SMD
23.05	BATHROOM EXHAUST FAN, SMD
23.11	EXHAUST FAN LOUVER, SMD

LEGEND

- PROPERTY LINE
- CIP CONCRETE WALL / COLUMN, SSD
- CMU WALL
- FRAMED WALL
- NON-RATED PARTITION
- 1 HR RATED PARTITION
- 2 HR RATED PARTITION
- 3 HR RATED PARTITION
- LINE ABOVE
- HIDDEN LINE
- BACKING FOR GRAB BAR INSTALLATION
- A3A — PARTITION TAG
- +1'-0" — SPOT ELEVATION
- ROOF DRAIN
- FLOOR DRAIN
- REQUIRED ADA CLEARANCES, SEE SHEET A-701 FOR TYP. MANEUVERING DIMENSIONS AT DOORS

WRNS STUDIO
677 ALA MOANA BLVD
3RD FLOOR, STE. 307
HONOLULU
HAWAII 96813
808.356.5880 TEL
415.358.9100 FAX
WWW.WRNSSTUDIO.COM

ADAM G. WOLZKO
LICENSED PROFESSIONAL ARCHITECT
No. 18327
HAWAII, U.S.A.

EXPIRATION DATE 04/30/2020

SIGNATURE

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION. CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. (AS DEFINED IN THE HAWAII ADMINSTRATIVE RULES, TITLE 16, CHAPTER 115).

ISSUES	DATE
50% CONSTRUCTION DOCUMENTS	07/31/2019
PERMIT SET	08/30/2019

#	REVISION LIST	DATE
1	REVISION 1 - PERMIT RESPONSE	01/16/2020
3	REVISION 3 - FINAL CONSTRUCTION DOCUMENTS	04/30/2020

HALEWAI'OLU SENIOR RESIDENCES

1333 RIVER STREET, HONOLULU, HI 96817
TMK: 1-7-006:012

PROJECT NO.: 19005.00
DATE: 30 APRIL 2020
SCALE: As indicated

SHEET TITLE:

ENLARGED PLANS AND REFLECTED CEILING PLAN - UNITS

SHEET NO:

A-404

5/4/2020 4:37:03 PM

All drawings and written material appearing herein constitute original and unpublished work of the Architect/Engineer and may not be duplicated, used or disclosed without consent of Architect/Engineer.

If this drawing is not 30"x42", then the drawing has been revised from its original size. Noted scales must be adjusted. This line should be equal to one inch

Appendix D
Agency Comment Letters

[This is a blank page]

BOARD OF WATER SUPPLY

CITY AND COUNTY OF HONOLULU
630 SOUTH BERETANIA STREET
HONOLULU, HI 96843
www.boardofwatersupply.com

KIRK CALDWELL, MAYOR

BRYAN P. ANDAYA, Chair
KAPUA SPROAT, Vice Chair
KAY C. MATSUI
RAY C. SOON
MAX J. SWORD

ROSS S. SASAMURA, Ex-Officio
JADE T. BUTAY, Ex-Officio

ERNEST Y. W. LAU, P.E.
Manager and Chief Engineer

ELLEN E. KITAMURA, P.E.
Deputy Manager and Chief Engineer

May 4, 2020

Mr. Keith Kurahashi
R.M. Towill Corporation
2024 North King Street, Suite 200
Honolulu, Hawaii 96819-3494

Dear Mr. Kurahashi:

Subject: Your Letter Dated April 8, 2020 Regarding Availability of Water for Halewaiolu Senior Residences off River Street – Tax Map Key: 1-7-006: 012

Thank you for your letter regarding the proposed 156 affordable senior rental housing and commercial space project.

The existing water system is adequate to accommodate the proposed mixed-use development. However, please be advised that this information is based upon current data, and therefore, the Board of Water Supply (BWS) reserves the right to change any position or information stated herein up until the final approval of the building permit application. The final decision on the availability of water will be confirmed when the building permit application is submitted for approval.

When water is made available, the applicant will be required to pay our Water System Facilities Charges (WSFC) for resource development, transmission, and daily storage.

Water conservation measures are required for all proposed developments. These measures include utilization of nonpotable water for irrigation using rain catchment, drought tolerant plants, xeriscape landscaping, efficient irrigation systems, such as a drip system and moisture sensors, and the use of Water Sense labeled ultra-low flow water fixtures and toilets.

Proposed mixed-use developments are required to install separate domestic water meters and laterals serving the residential and non-residential spaces.

The proposed project is subject to BWS Cross-Connection Control and Backflow Prevention requirements prior to the issuance of the Building Permit Applications.

The construction drawings should be submitted for our approval, and the construction schedule should be coordinated to minimize impact to the water system.

BWS may waive the WSFC and new meter costs for qualified on-site affordable and homeless dwelling units, up to 500 dwelling units per year. The wavers will be granted when the building permit is submitted for approval. To qualify, the dwelling units must be certified as either affordable or homeless dwelling units by the appropriate agency of the City and County of Honolulu and the certification provided when the building permit application is submitted for review and approval. For non-qualifying units, the applicant will be required to pay our WSFC for resource development, transmission, and daily storage.

The on-site fire protection requirements should be coordinated with the Fire Prevention Bureau of the Honolulu Fire Department.

If you have any questions, please contact Robert Chun, Project Review Branch of our Water Resources Division at 748-5443.

Very truly yours,

for ERNEST Y. W. LAU, P.E.
Manager and Chief Engineer

2020 /EL06 - 744 PD
1843869

DEPARTMENT OF ENVIRONMENTAL SERVICES
CITY AND COUNTY OF HONOLULU
1000 ULUOHIA STREET, SUITE 308, KAPOLEI, HAWAII 96707
TELEPHONE: (808) 768-3486 • FAX: (808) 768-3487 • WEBSITE: http://envhonolulu.org

KIRK CALDWELL
MAYOR

LORI M.K. KAHIKINA, P.E.
DIRECTOR

TIMOTHY A. HOUGHTON
DEPUTY DIRECTOR

ROSS S. TANIMOTO, P.E.
DEPUTY DIRECTOR

IN REPLY REFER TO:
WAS 20-127

April 23, 2020

MEMORANDUM

TO: Kathy K. Sokugawa, Acting Director
Department of Planning and Permitting

FROM: Lori M.K. Kahikina, P.E., Director
Department of Environmental Services

SUBJECT: Chapter 201H, Hawaii Revised Statutes (HRS)
Application for Affordable Housing Project (AHO) Exemptions
Halawa View Apartments
99-9 Kalaloa Street – Halawa
Tax Map Key 9-9-003: 026

The Department of Environmental Services (ENV) submits the following comments in response to your March 20, 2020, letter of the same subject.

As identified in your March 20, 2020, letter, the following standards are administered by ENV.

6. ROH Section 14-3.2, Installation charges.

ENV Comment: ENV does not support an exemption or waiver of sewer lateral installation charges. Any cost associated with the installation of a sewer lateral at a property wishing to connect to the City's sewer system must be borne by the developer or owner, as appropriate.

8. ROH Section 14-10.3, Residential wastewater system facility charges.

ENV Comment: In accordance with ROH Section 14-10.2, a wastewater system facility charge shall be paid by each new applicant for service as a precondition to the issuance of a building permit by the city, where the new applicant is subject to liability under Section 14-10.1(a); provided that the director of the department of planning and permitting may defer payment of the facility charge for low-income housing projects and

city or city-sponsored, or state or state-sponsored housing projects, but in all instances no connection to the city's sewer system shall be allowed until the facility charge is paid. The required payment shall be based on the number and type of dwelling units to be constructed in accordance with Section 14-10.3.

We have no further comments at this time.

Should you have any questions, please contact Michael O'Keefe, Executive Assistant II, at 768-3475.

Keith Kurahashi

From: Liu, Rouen <rouen.liu@hawaiianelectric.com>
Sent: Monday, April 27, 2020 4:36 PM
To: Keith Kurahashi
Cc: Lum, Mike; Kuwaye, Kristen
Subject: NEPA EA Halewai'olu Senior Residences

CAUTION: External Email

Dear Keith Kurahashi,

Thank you for the opportunity to comment on the subject project. Hawaiian Electric Company has no objection to the project. Should Hawaiian Electric have existing easements and facilities on the subject properties, we will need continued access and proper clearances for maintenance of our facilities. We appreciate your efforts to keep us apprised of the subject project in the planning process. As the proposed Halewai'olu Senior Residences project comes to fruition, please continue to keep us informed.

Should there be any questions, please contact me at 543-7245.

Thank you,

Rouen Liu
Permit Engineer
Hawaiian Electric Company, Inc.

CONFIDENTIALITY NOTICE: This e-mail message, including any attachments, is for the sole use of the intended recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, copying, disclosure or distribution is prohibited. If you are not the intended recipient, please contact the sender immediately by reply e-mail and destroy the original message and all copies.

This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

DAVID Y. IGE
GOVERNOR

JADE T. BUTAY
DIRECTOR

Deputy Directors
LYNN A.S. ARAKI-REGAN
DEREK J. CHOW
ROSS M. HIGASHI
EDWIN H. SNIFFEN

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

IN REPLY REFER TO:
DIR 0344
STP 8.2896

April 29, 2020

Mr. Keith Kurahashi
Principal Planner
R.M. Towill Corporation
2024 North King Street, Suite 200
Honolulu, Hawaii 96819

Dear Mr. Kurahashi:

Subject: National Environmental Protection Act (NEPA) Environmental Assessment (EA)
Halewaiolu Senior Residences
Honolulu, Oahu, Hawaii
Tax Map Key: (1) 1-7-006:012

The Hawaii Department of Transportation (HDOT) understands the applicant Halewaiolu Senior Development, LLC, pursuant to a Development Agreement (Resolution No. 16-70) with the City and County of Honolulu (CCH), is proposing to construct a new affordable rental housing facility for seniors aged 62 and over. The new 17-story facility will include 156 residential units with parking, retail space, and other community supporting uses.

Vehicular access to the site is via River Street which connects to North Vineyard Boulevard (State Route 98) to the north.

HDOT has the following comments:

Airports Division (HDOT-A)

1. The Halewaiolu Senior Residences is located approximately 1.81 miles from the Daniel K. Inouye International Airport (HNL). All projects within 5 miles from Hawaii State airports are advised to read the Technical Assistance Memorandum (TAM) for guidance with development and activities that may require further review and permits. The TAM can be viewed at this link: http://files.hawaii.gov/dbedt/op/docs/TAM-FAA-DOT-Airports_08-01-2016.pdf.

2. The Halewaiolu Senior Residences is approximately 17,731 feet from the end of Runway 26L at HNL. Federal Aviation Administration (FAA) regulation requires the submittal of FAA Form 7460-1 Notice of Proposed Construction or alteration pursuant to the Code of

Federal Regulations, Title 14, Part 77.9, if the construction or alteration is within 20,000 feet of a public use or military airport which exceeds a 100:1 surface from any point on the runway of each airport with its longest runway more than 3,200 feet. Construction equipment and staging area heights, including heights of temporary construction cranes, shall be included in the submittal. The form and criteria for submittal can be found at the following website: https://oeaaa.faa.gov/oeaaa/external/portal.jsp.

3. The project site is located within the 60 DNL (Day-Night Average Sound Level) noise contours on the HNL Noise Exposure Map. The developer and future residents shall be aware of the proximity of the airport and potential single event noise from aircraft operations. In addition, there is potential for fumes, smoke, vibrations, odors, etc., that may result from flights over the project site and proposed senior residences.

4. The Airport Zoning Act, Hawaii Revised Statutes, Chapter 262, requires HDOT-A to prevent hazards and non-conforming uses that conflict with the FAA Hazardous Wildlife Attractants requirements. HDOT-A requires that the proposed housing development construction and use does not create a wildlife attractant. Please review the FAA Advisory Circular 150/5200-33B, *Hazardous Wildlife Attractants on or near Airports* for guidance.

Highways Division (HDOT-HWY)

1. We appreciate the inclusion of a multimodal transportation in the analysis. The FMAR did not identify adverse impacts to multimodal transportation on State roadways. The EA identifies a potential secondary effect on multimodal routes and bus stop capacity due to the proposed increase in residential population. Most destinations for the resident population are likely to be south of the site and North Vineyard Boulevard. The HDOT recently constructed a signalized crosswalk across North Vineyard Boulevard between River Street and Foster Botanical Garden. No adverse impact to multimodal transportation on State roadways is anticipated.

2. No significant direct or indirect adverse impact to State highways level of service or safety is anticipated at project full build-out. Although there would be a projected 310 trips generated by the project, there would be only five vehicles exiting the site to North Vineyard Boulevard in the a.m. peak traffic hour and 11 vehicles during the p.m. peak traffic hour. During the p.m. peak traffic hour, intermittent delays (less than 10 seconds per vehicle) are reported for the traffic turning right from River Street onto North Vineyard Boulevard. The number of additional trips would have a minimal effect on the delay. Additional reductions in parking requirements are being discussed that would further reduce the trips generated. No mitigation is warranted or proposed for traffic conditions or safety on State roadways.

3. The State right-of-way would not be affected by project utility installations or stormwater flow.

4. As identified in the EA, construction-phase traffic may have an adverse impact on vehicle

traffic in the vicinity. In addition to the construction of three rail stations, Mayor Wright Homes redevelopment is proposed in the vicinity. The developer will prepare a Construction Management Plan (CMP) addressing construction related traffic and proposed safety measures. The CMP will be submitted for review and approval by CCH prior to issuing demolition and construction permits. Consult with HDOT during preparation of the CMP.

5. Obtain a permit from the HDOT to transport oversized equipment/overweight loads within State highway facilities.

If there are any questions, please contact Mr. Blayne Nikaido of the HDOT Statewide Transportation Planning Office at (808) 831-7979 or via email at blayne.h.nikaido@hawaii.gov.

Sincerely,

JADE T. BUTAY
Director of Transportation

Appendix E
Will Serve Letters

[This is a blank page]

BOARD OF WATER SUPPLY

CITY AND COUNTY OF HONOLULU
630 SOUTH BERETANIA STREET
HONOLULU, HI 96843
www.boardofwatersupply.com

KIRK CALDWELL, MAYOR

BRYAN P. ANDAYA, Chair
KAPUA SPROAT, Vice Chair
KAY C. MATSUI
RAY C. SOON
MAX J. SWORD

ROSS S. SASAMURA, Ex-Officio
JADE T. BUTAY, Ex-Officio

ERNEST Y. W. LAU, P.E.
Manager and Chief Engineer

ELLEN E. KITAMURA, P.E.
Deputy Manager and Chief Engineer

March 7, 2019

Ms. Sheryl E. Nojima
Gray, Hong, Nojima & Associates, Inc.
201 Merchant Street, Suite 1900
Honolulu, Hawaii 96813-2926

Dear Ms. Nojima:

Subject: Your Letter Dated January 29, 2019 Requesting Water Availability to the Proposed Halewaiolu Affordable Senior Residence, Located at 1331-1347 River Street – Tax Map Key: 1-7-006: 012

Thank you for your email regarding the proposed 156-unit affordable housing rental for seniors.

The existing water system is adequate to accommodate the domestic demands and offsite fire protection to the proposed development. However, please be advised that this information is based upon current data, and therefore, the Board of Water Supply (BWS) reserves the right to change any position or information stated herein up until the final approval of the building permit application. The final decision on the availability of water will be confirmed when the building permit application is submitted for approval.

When water is made available, the applicant will be required to pay our Water System Facilities Charges for resource development, transmission and daily storage.

Water conservation measures are recommended for all proposed developments. These measures include low flow plumbing fixtures, utilization of non-potable water for irrigation using rain catchment and chiller/air handler condensate, cooling tower conductivity meters and water softening recycling systems, drought tolerant plants, xeriscape landscaping, efficient irrigation systems and the use of Water Sense labeled ultra-low-flow water fixtures and toilets.

High-rise buildings with booster pumps will be required to install water hammer arrestors or expansion tanks to reduce pressure spikes and potential main breaks in our water system.

The BWS has suspended fire flow tests on fire hydrants as a water conservation measure. However, you may use the following calculated flow data for Fire Hydrant No. M00308 located along River Street:

Static Pressure	80 psi
Residual Pressure	69 psi
Flow	2,000 gpm

The data are based on the existing water system, and the static pressure represents the theoretical pressure at the point of calculation with the reservoir full and no demands on the water system. The static pressure is not indicative of the actual pressure in the field. Therefore, in order to determine the flows that are available to the site, you will have to determine the actual field pressure by taking on-site pressure readings at various times of the day and correlating that field data with the above hydraulic design data.

The map showing the location of the fire hydrant is attached.

The on-site fire protection requirements should be coordinated with the Fire Prevention Bureau of the Honolulu Fire Department.

If you have any questions, please contact Robert Chun, Project Review Branch of our Water Resources Division at 748-5443.

Very truly yours,

ERNEST Y. W. LAU, P.E.
Manager and Chief Engineer

Attachment

M00299
KUAN YIN TEMPLE
17007021
METROPOLITAN 180 WEST
M02062
Nuuanu Stream
17026013
ARV
P99
M00308
17006013
N Vineyard Blvd
M01901
M04146
17006012
17006003
ARV
ARV
17006010
M02934
17006008
Mauna Kea St
River St
M05307
SUN YAT SEN SCHOOL
17005019
17005032
M04599
M00302

DEPARTMENT OF PLANNING AND PERMITTING

CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET * HONOLULU, HAWAII 96813
Phone: (808) 768-8209 * Fax: (808) 768-4210

SEWER CONNECTION APPLICATION

APPLICATION NO.: **2019/SCA-0111** STATUS: **Approved**

DATE RECEIVED: **01/29/2019** IWDP APP. NO.:

PROJECT NAME: **2019/SCA-0111 Halewaiolu Senior Residence**

$722,467.20
Estimated Wastewater System Facility Charge*

LOCATION:

Zone	Section	Plat	Parcel
1	7	006	012

1331 RIVER ST Honolulu / Kapalam **26,925** Sq. Ft.

SPECIFIC LOCATION: **1331 - 1347 River Street**

APPLICANT: **Gray Hong Nojima & Associates Inc.**
ATTN. Sheryl Nojima
201 Merchant Street Suite 1900
Honolulu, HI 96813-2926

DEVELOPMENT TYPE: **Dwelling, Multi-family** SEWER CONNECTION WORK DESIRED:

OTHER USES:

NON-RESIDENTIAL AREA: s.f. APPROXIMATE DATE OF CONNECTION:

PROPOSED UNITS		EXISTING UNITS		UNITS TO BE DEMOLISHED	
No. of New Units:	**156**	No. of Existing Units:	**0**	No. of Units to be Demolished:	**0**
Studios:		Studios:		Studios:	
1-Bedroom:	**130**	1-Bedroom:		1-Bedroom:	
2-Bedroom:	**26**	2-Bedroom:		2-Bedroom:	
3-Bedroom:		3-Bedroom:		3-Bedroom:	
4-Bedroom:		4-Bedroom:		4-Bedroom:	
5-Bedroom:		5-Bedroom:		5-Bedroom:	
6-Bedroom:		6-Bedroom:		6-Bedroom:	

REMARKS

APPROVAL DATE: **01/29/2019**

EXPIRATION DATE: **01/28/2021**

Valid 2-years after approval date. Construction plans shall be completed and approved within this 2-year period. Construction shall commence within 1-year after approval of plans.
** Applicable WSFC shall be collected at the prevailing rate in accordance with ROH 1990, Chapter 14, Sections 14-10.3, 14-10.4, 14-10.5 and Appendix 14-D.*

REVIEWED BY: ***Keith Miyashiro***

Site Development Division, Wastewater Branch

ExternalID: **064576002-001** JobId: **64576002**

RECEIVED
OCT - 3 2016
Ronald N.S. Ho & Assoc., Inc.

September 29, 2016

SKS ___	DT ___	SS ___
GF ___	SJI ___	SL ___
AM ___	JS ___	BHS ___
BJO ___	RK ___	GTN ___
KKO ___	RS ___	AN ___
IK ___	CC ___	GDT ___
BHK ___	CA ___	SNS ___
RY ___	MT ___	JO ___
CMC ___	MK2 ___	EHW ___
AD ___	___	RTS ___

PROJECT # _____
DATE: _____
___ FILE ___ ACTION
___ INFO ___ TRASH

Mr. Masaru Kawaharada
Ronald N.S. Ho & Associates
2153 N. King Street #201
Honolulu, HI. 96819

Dear Mr. Kawaharada:

Re: Halewai'olu Senior Affordable Housing Development
1331 River Street, Honolulu HI

This is in response to your request for a "Will Serve" letter for the above project location.

We have existing distribution circuits on River Street and Kukui Street that could potentially be used to serve your future project. Please keep in mind that these circuits may need to be upgraded depending on the size of this project's load. At this time, we do not have sufficient information and detailed plans to make this determination.

We request that you keep us informed on the status of your project. As soon as you have detailed plans, please create a Service Request with us, and be sure to allow sufficient time for us to work on the project.

Please let us know if we can be of assistance in any other way. Should you have any questions, please call me at 543-7590.

Sincerely,

Eric Shimono
Sr. Engineer
Planning & Design Division
Customer Installation Dept.

ES/GF:ks

Hawaiian Telcom

September 27, 2016

Ronald N. S. Ho & Associates, Inc.
2153 North King Street #201
Honolulu, Hawaii 96819-4554
Attention: Mr. Masaru Kawaharada

Dear Mr. Kawaharada:

Subject: **Halewaiolu Senior Affordable Housing Due Diligence**
Hawaiian Telcom Will Serve Request

In response to your email dated September 13, 2016, we have determined that Hawaiian Telcom will serve the proposed project site from its Alakea Central Office located on Bishop Street.

The existing facilities and infrastructure in the vicinity of this parcel have sufficient capacity for the proposed development. Any related distribution systems throughout the development may also require underground conduits, pullboxes, handholes and manholes. Hawaiian Telcom specifications require 2- or 4-inch conduits, 2'x 4' or 3'x 5' pullboxes, 4'x 6' handholes, and 5'x 10' manholes. The types and amounts will be dependent upon the design of the development.

The Developer's off-site and on-site improvement costs to provide service to the project site will include supplementing the existing underground support structures and/or extending new underground support structures. The responsibility of the costs belongs to the Developer.

Potential service connection points to the project are along River Street. The site will be provisioned with fiber optic cable that will provide access to Hawaiian Telcom's phone, high speed internet and digital television services.

If you have any questions or require assistance in the future on this project, please call me at 546-7761.

Sincerely,

Les Loo
Network Engineer - Outside Plant Engineering
Network Engineering & Planning

File

Appendix F
Management Plan

[This is a blank page]

MANAGEMENT PLAN

HALEWAIʻOLU SENIOR

RESIDENCES

Michaels Management –

Affordable, LLC August 2020

TABLE OF CONTENTS

1. Management Plan

1.1 Parties & Their Respective Roles

2. Management of the Property

2.1 Management Plan Goals
2.2 Management Operations
2.3 Requirements of Governmental Entities
2.4 Personnel Policy
2.5 Resident Orientation and Inspections
2.6 Rent Collection Policies & Procedures
2.7 Lease Enforcement
2.8 Maintenance & Repair
2.9 Utilities & Services
2.10 Operating Account
2.11 Budgets
2.12 Records and Reports

3. Resident and Management Relations

3.1 The Role of Residents in Management Operations
3.2 Grievance Procedures
3.3 Social Services

Programs Attachments

A. Property Description
B. Legal Description

1. MANAGEMENT PLAN

This Management Plan sets forth an outline of procedures and guidelines to follow in the management of Halewai'olu Senior Residences (the "Property" described in Attachment A). It is the intent of this plan and all parties involved to create a decent, safe and sanitary living environment for the residents of the Property.

1.1 PARTIES & THEIR RESPECTIVE ROLES

The Owner recognizes its overall responsibility for the operation of the property and its financial viability. The Owner has retained MICHAELS MANAGEMENT – AFFORDABLE, LLC (Agent) to make all day-to-day decisions affecting the operation of the property.

The Agent shall provide marketing and management services for the property. The responsibilities of the Agent shall include:

a) Personnel - The Agent will hire all personnel necessary to effectively operate the property.

b) Accounting - In a form acceptable to the Owner, the Agent will maintain books of accounts and records accurately reflecting the operation of the property. Agent will ensure that all financial records are in accordance with prescribed governmental accounting standards.

c) Marketing - Subject to the approval of the Owner, the Agent shall develop and implement strategies for the marketing of rental units at the property.

d) Leasing - The Agent shall accept applications at an on-site location and select and screen applications in accordance with applicablegovernmental standards and the approved Tenant Selection Plan (TSP).

e) Rent Collection & Lease Enforcement - Agent shall exercise diligence in collecting rents and other income generated by the property and enforce the provisions of all lease/rental agreements. Agent shall institute any and all legal actions necessary for the collection of rents and other income and for the removal of tenants or other persons from the property.

f) Maintenance, Repairs & Utilities - The Agent shall maintain and repair the property and secure the provision of utilities and services in accordance with this Plan.

g) Social Services - The Agent shall secure the provision of resident activities and social services in accordance with the Management Agreement

executed by and between the Owner and Agent.

h) The Agent shall perform any other services described as the responsibility(ies) of the Agent in the Management Agreement, this Management Plan and applicable governmental documents.

2. MANAGEMENT OF THE PROPERTY

2.1 MANAGEMENT PLAN GOALS

a) To provide a desirable, well-maintained and affordable place to live in compliance with all applicable federal, state or local laws prohibiting discrimination in housing on the basis of age, race, religion, sex, color, familial status, handicap/disability, national origin, marital status, ancestry, gender identity or sexual orientation.

b) To house program-eligible and responsible residents while maximizing occupancy and rent collection.

c) To provide effective and timely services to the residents while responsibly maintaining the property.

d) To maintain effective working relationships with resident association(s), federal, state and local governmental entities, lenders and investors.

2.2 MANAGEMENT OPERATIONS

The Agent will continually review the Management Plan and advise the Owner of changes deemed by the Agent to be necessary or desirable.

a) The Owner delegates authority for management of the property on a day-to-day basis to the Agent. As provided in the Management Agreement, the Owner has the authority to remove the Agent. The Agent will be charged with specific performances in accordance with this Plan and will, by means of annual budgets, financial statements, monthly reports and personal conferences, advise the Owner on the operation of the property.

b) The Agent has entered into a Management Agreement with the Owner and will be paid a fee for its services as provided therein. The Management Agreement outlines the general responsibilities of the Agent in part as follows:

1) The Agent will prepare an annual operating budget for review by the Owner and applicable governmental entities. The Agent will set job standards and wage rates as approved by the

Owner, investigate, hire, pay, supervise and discharge all property personnel necessary to properly operate and maintain the property.

2) The Agent will staff the property in accordance with the highest standards achievable and consistent with this Plan and Management Agreement and in compliance with all governing documents.

3) The Agent will provide general maintenance of the property. Maintenance will be a high priority. Maintenance items will include, but not be limited to, exterior and interior cleaning, painting, decorating, plumbing, electrical, mechanical, carpeting and other normal maintenance and repair work necessary to maintain the property.

   The Agent, subject to the availability of operating funds and approval of the Owner when required, shall maintain the property in good order and repair and, with reasonable promptness, make all necessary and appropriate repairs. All maintenance requests from residents and all work orders will be recorded and will become part of the resident's file.

4) The Agent will collect all rents, legal charges, maintenance charges and all other amounts due from the residents as well as any and all amounts due from concessionaires. All funds collected will be deposited into accounts established for the property.

5) At the direction of the Owner and/or appropriate governmental entity, the Agent will provide monthly reports on rental activity which shall include income/expense statements, expense distribution, check registry, security deposit escrow, security deposit disposition, balance sheet, rent roll and accounts payable listing(s).

6) The Agent will at all times attempt to keep the property fully occupied by marketing and maintaining a waiting list of prospective residents.

7) The Agent will maintain a comprehensive set of accounting records satisfactory to the Owner and any appropriate governmental entity.

8) All monies received by the Agent on behalf of the Owner, with the exception of security deposits, shall be deposited in a lockbox account established for the property. Security deposits may be placed in separate accounts in the name of each tenant or, if permitted by state statute, in a custodial account.The Agent will collect, deposit and disburse security deposits in accordance with applicable state and local laws and the terms of each resident's lease. Security deposits will be deposited separate from all other accounts and funds, with a bank or other financial institution whose deposits are insured by the United States. The accounts will be carried in the Agent's name and designated of record as "Security Deposit Account". The Agent will comply with all applicable federal, state or local laws regarding security deposits, including payment of interest thereon.

9) Agent will investigate and make a full written report of all incidents involving personal injury or property damage relating to the operation of the property and will cooperate with the insurance companies to facilitate any claim handling that may be required.

c) All expenses incurred by the Agent for off-site supervisory staff and non-allowable expenses related to this staff will be paid from the Agent's fee. Expenses to be charged to the property and not borne by the Agent from its fee will include such items listed below:

1) Site manager's salary and related compensation to include all benefits & training.

2) Cost of on-site office and any apartment or apartments for on-site staff.

3) Costs for other on-site staff, such as maintenance personnel, landscaping, custodial, leasing or office staff and social services staff and all related training.

4) Cost attributable to other employees of the Agent who perform "front line" functions.

5) Maintenance and repair costs, utilities, taxes, insurance, fringe benefits related to on-site employees and other normal operating expenses.

6) Security personnel and/or contracted services where applicable.

7) Cost of preparing annual audited financial statements and other reports to be submitted to regulatory agencies, and tax information for the Owner.

8) Legal and related expenses attributable to lease enforcement and/or evictions.

9) Credit checks, criminal record checks, home visits and all other costs attributable to screening prospective residents.

10) All costs associated with verifying tenant eligibility in compliance with the Tenant Selection Plan (TSP).

11) Bank Charges

12) Software & Information Technology Support

13) Bookkeeping Fees as allowable under current regulatory guidelines.

14) LIHTC Compliance Fee(s) at the prevailing per-unit-monthly cost charged by the Agent, subject to change periodically or, alternatively, LIHTC Compliance Fees as may be charged by a third-party provider.

15) Legal fees associated with site operations.

2.3 REQUIREMENTS OF GOVERNMENTAL AGENCIES

a) The Agent will comply with all budgetary, approval and reporting procedures outlined in applicable Regulatory Agreements, Policies and Procedures Manual(s) and Handbooks.

b) Rental prices will be based on rates for the City and County of Honolulu published annually by the Hawaii Housing Finance and Development Corporation based on income levels and limits established by the U.S. Department of Housing and Urban Development, adjusted for household income, unit and family size, and utility allowance. Maximum rent and household affordability requirements of units will comply with the Development Agreement executed between Halewai‘olu Senior Development, LLC and the Department of Planning and Permitting.

1.1 PERSONNEL POLICIES

a) Staffing for this property will be fulfilled in accordance with site conditions. The level of staffing may be adjusted to cover the extensive requirements for marketing and managing the property with its various federal, state and local programs and paperwork requirements

b) All on-site personnel shall be subject to drug screening and a criminal background check. The Agent shall hire, discharge and supervise the work of all employees. A fidelity bond shall bond the employees who handle or are responsible for the Owner's monies.

1.2 RESIDENT ORIENTATION AND INSPECTIONS

a) Resident orientation will be conducted by on-site personnel, will begin during the application stage and continue through the initial move-in inspection of the dwelling unit. As applicants are accepted for occupancy, an orientation session will be conducted with each household.

b) The orientation will cover both the resident's responsibilities and the Agent's responsibilities relating to the lease, rules and regulations of the property, including lease termination. Instruction on the operation of the unit will be provided during the joint move-in inspection. The resident will be informed that the purpose of the inspection is to record the condition of the unit prior to occupancy.

c) The on-site staff will conduct the joint unit inspection, which will be signed by both management and the resident. The resident will be given a copy of the inspection report.

d) The on-site staff will conduct an inspection thirty (30) days after actual move-in to check housekeeping and general care of the unit. Thereafter, semi-annual inspections will be conducted.

e) At the time that a resident vacates her or his unit, on-site personnel shall inspect the unit to ascertain any damages to the unit. The resident shall be furnished a statement for any charges assessed. The resident shall be informed of the time of the inspection and offered an opportunity to participate in the inspection unless the resident vacated without notice.

1.3 RENT COLLECTION POLICIES & PROCEDURES

a) Rent is due and payable on the first (1st) calendar day of the month and is considered delinquent if not received by the fifth (5th) calendar day of the

month. Rent payments will be recorded on the date received at the site office.

b) Rent payments must be made in the form of a money order, check or other non- cash instrument approved by the Agent. Partial payment of rent will not be accepted unless prior written approval has been given by the site manager. Approval must be based on a good reason and documented in the resident file. A late charge will not be assessed when partial payment arrangements have been made as long as the resident complies with the specifics of the arrangement.

c) Residents who have not paid their rent by the close of business on the fifth (5th) day of the month will be assessed a late fee on the sixth (6th) day of the month. The amount of the fee will be in accordance with the resident's lease and the property's rules and regulations, which shall comply with state and/or local law.

d) All delinquent residents will be notified in writing of the delinquency and the amount of the late fee.

e) If a resident fails to make payment after notification of delinquency, the site manager will make every effort to determine why the payment has not been received. A proposed notice of termination may be issued after the sixth (6th) day of the month. If rent is not received within the term of said notice, legal action will commence in accordance with applicable federal and state law.

f) If the site manager determines that a family needs assistance with budget planning or other financial problems, the family will be referred to the appropriate social services programs.

1.4 LEASE ENFORCEMENT

a) The lease shall be in a form acceptable to the Owner and/or any other controlling governmental entity.

b) The Agent will ensure full compliance with all terms of the lease for all residents and will lawfully terminate any tenancy when there is sufficient cause for such termination under the terms of the resident's lease.

c) The Agent will consult with legal counsel to bring actions for eviction and to execute notice to vacate and judicial pleadings incident to such action. Attorney's fees and other necessary costs incurred in connection with such actions will be paid out of the property's general operating account.

d) The Agent will provide written notice of lease termination in accordance with the provisions of the lease and applicable federal, state and local law.

1.5 MAINTENANCE AND REPAIR

The Agent will maintain the property in good repair in accordance with this Plan and local codes and in a condition at all times acceptable to the Owner subject to the availability of operating funds and approval requirements set forth in this Plan and Management Agreement. This will include, but not be limited to, exterior repairs, cleaning, painting, decorating, plumbing, electrical, mechanical, carpentry, grounds care and other normal maintenance and repair work necessary to maintain the property and the welfare of the residents.

a) The Agent will complete routine and preventive maintenance activities in the most cost-effective and efficient manner as possible.

b) The Agent will contract with qualified independent contractors for extraordinary repairs beyond the capability of regular maintenance employees.

c) The Agent will investigate all service requests from residents, take appropriate action and maintain records of the same. Reasonable best efforts shall be made to attend to service requests within one (1) business day of receipt of the request.

d) The Agent is authorized to purchase all materials, equipment, tools, appliances, supplies and services necessary for proper maintenance and repair. The Agent will credit to the Owner any discounts, commissions or rebates obtained as a result of such purchases.

e) Prior approval of the Owner will be required for all expenditures which exceed ten thousand dollars ($10,000) in any one instance in connection with the maintenance and repairs of the property, except for recurring expenses within the limits of the approval annual budget or emergency repairs involving manifest danger to persons or the property or are required to avoid suspension of any necessary service to the property. Emergency repairs will be reported to the Owner as promptly as possible.

1.6 UTILITIES AND SERVICES

Agent will make arrangements for site water, electricity, natural gas, trash disposal, exterminating services, cable television, internet service and telephone service. Agent will enter into such contracts as may be necessary, on behalf of the Owner, to secure such utilities and services, acting as Agent for the Owner.

1.7 OPERATING ACCOUNT

All disbursements from the general operating account will be governed by the terms of the Management Agreement.

1.8 BUDGETS

Agent will prepare and submit to the Owner, to the Owner's investor partner (as applicable and if required) and appropriate governmental agencies an annual operating budget not later than November 1st the prior year. Should governmental agencies require different submission dates, Agent will comply with specified dates.

1.9 RECORDS AND REPORTS

Agent will prepare all records and reports as outlined in the Management Agreement.

2. RESIDENT AND MANAGEMENT RELATIONS

2.1 THE ROLE OF RESIDENTS IN MANAGEMENT OPERATIONS.

Resident participation in management operations can be an effective tool. Whenever possible, residents will be considered for temporary and permanent positions in the site management staff.

2.2 GRIEVANCE PROCEDURES

The Agent shall strictly enforce compliance with the lease and occupancy rules/house rules at the property. However, it is important that residents have an outlet by which to defend their position and/or register complaints. The grievance procedures for residents shall be as follows:

a) Grievances and/or complaints shall be presented in writing to the community manager so that the issues may be discussed locally with the hope of a quick resolution.

b) If a resident has a grievance or complaint, which he/she feels has not been adequately addressed by the community manager, the grievance or complaint will be referred to the Regional Property Manager.

c) Should the issue remain unresolved, the resident may contact the Regional Vice President. Addresses and telephone numbers appear on all correspondence and in the resident handbook.

2.3 SOCIAL SERVICES PROGRAM

The Agent will work with Better Tomorrows as the designated social services programs provider to address the varying needs of the resident population. The Agent, in coordination with Better Tomorrows, may enlist the support of other community organizations to serve the needs of the residents.

Appendix G
Applicant's Experience Developing & Managing Affordable Housing

[This is a blank page]

PROPERTIES DEVELOPED BY THE MICHAELS ORGANIZATION 2005 THRU APRIL 2020

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
EAST KAPOLEI II - PHASE 2 (Keahumoa Place Phase 2)	EWA BEACH	HI	82	2-STORY WALK-UP (1, 2, 3 BR units)	NEW CONSTRUCTION	2019	LIHTC; RHRF	$36,610,942
EAST KAPOLEI II - PHASE 3 (Keahumoa Place Phase 3)	EWA BEACH	HI	82	2-STORY WALK-UP (1, 2, 3 BR units)	NEW CONSTRUCTION	2019	LIHTC; RHRF	$33,127,270
EAST KAPOLEI II - PHASE 1 (Keahumoa Place Phase 1)	EWA BEACH	HI	75	2-STORY WALK-UP (1, 2 BR units)	NEW CONSTRUCTION	2019	LIHTC, RHRF, DURF	$26,735,997
EAST KAPOLEI II - PHASE 4 (KEAHUMOA PLACE PHASE 4)	EWA BEACH	HI	81	2 STORY WALK UPS (1, 2 and 3 BR units)	NEW CONSTRUCTION	2020	LIHTC; RHRF	$37,353,719
KAMAKANA FAMILY PHASE 1	KAILUA-KONA	HI	85	THREE STORY WALKUPS (5 bldgs; 3 stories; 1 & 2 BR units)	NEW CONSTRUCTION	2017	LIHTC; RHRF; DURF PBV SECTION 8	$26,304,748
KAMAKANA SENIOR	KAILUA-KONA	HI	85	THREE STORY WALKUPS (5 bldgs; 3 stories; 1 & 2 BR units)	NEW CONSTRUCTION	2017	LIHTC; RHRF; DURF PBV SECTION 8	$25,493,093
THE TOWERS AT KUHIO PARK	HONOLULU	HI	555	HIGH RISE	ACQUISITION REHAB	2012	TAX CREDITS/ PUBLIC HOUSING/SECTION 8	$134,848,792
TULANE REVITALIZATION PHASE I (THE PLAZA AT CENTENNIAL HILL)	MONTGOMERY	AL	129	APARTMENTS, FLATS, TOWNHOUSES	NEW CONSTRUCTION	2013	PUBLIC, LIHTC, SECTION 8	$22,860,514
TULANE REVITALIZATION PHASE II (THE PLAZA AT CENTENNIAL HILL)	MONTGOMERY	AL	129	APARTMENTS, FLATS, TOWNHOUSES	NEW CONSTRUCTION	2016	PUBLIC, LIHTC, SECTION 8	$25,033,489
BLACKBERRY OAKS	SONORA	CA	42	Two story single Building	ACQUISITION REHABILITATION	2016	LIHTC USDA	$5,684,578
COLUSA GARDEN APARTMENTS	COLUSA	CA	96	2 STORY GARDEN	ACQUISITION REHAB	2012	LIHTC & USDA RA	$7,384,819
GARDEN APARTMENTS	OAKDALE	CA	42	GARDEN	RENOVATION	2012	TAX CREDIT & USDA	$4,979,307
HARRIET TUBMAN APTS	BERKLEY	CA	90	MIDRISE (STUDIO AND 1 BR UNITS)	ACQUISITION REHABILITATION	2006	SECTION 8	$14,457,921
JORDAN DOWNS - PHASE 1B	LOS ANGELES	CA	135	MIDRISE	NEW CONSTRUCTION	2019	RAD, TAX CREDIT, PBV	$70,216,819
JORDAN DOWNS - PHASE S3	LOS ANGELES	CA	92	MIDRISE	NEW CONSTRUCTION	2021	RAD, TAX CREDIT, PBV	$58,859,557
LILLY HILL APARTMENTS	NEEDLES	CA	52	GARDEN MULTIFAMILY	REHABILITATION	2014	TAX CREDIT & USDA	$6,937,242
LINDSAY APARTMENTS	LINDSAY	CA	60	TOWNHOUSES, WALKUPS, FLATS (1 ,2, AND 3 BR UNITS)	ACQUISITION REHAB	2011	TAX CREDIT; USDA SUBSIDIES	$9,031,314
LORENA APARTMENTS	LOS ANGELES	CA	112	LOW-RISE (2 AND 3 BR UNITS)	NEW CONSTRUCTION	2011	TAX CREDIT	$39,136,856
LOS BANOS	LOS BANOS	CA	68	GARDEN MULTIFAMILY	REHABILITATION	2013	Tax Credit, USDA	$6,435,531

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
MADERA APARTMENTS	MADERA	CA	68	2 STORY GARDEN	ACQUISTION REHAB	2012	LIHTC & USDA RA	$5,124,082
MESA GRANDE	NEEDLES	CA	46	1 STORY HGARDEN	ACQUISITION REHAB	2014	LIHTC / USDA	$5,161,756
OAKDALE APARTMENTS	OAKDALE	CA	42	2 STORY GARDEN	Acquisition Rehab	2016	LIHTC / USDA	$5,467,257
PARLIER GARDENS	PARLIER	CA	41	1 STORY HGARDEN	Acquisitiion Rfehab	2016	LIHTC / USDA	$5,446,761
RED STAR	OAKLAND	CA	119	MID-RISE	NEW CONSTRUCTION	2012	LIHTC	$24,000,000
SAN ANDREAS	SAN ANDREAS	CA	48	2 STORY GARDEN	ACQUISITION REHAB	2012	LIHTC & USDA RA	$5,309,972
TUOLUMNE APARTMENTS	TUOLUMNE	CA	52	1 & 2 STORY GARDEN	REHABILITATION	2015	TAX CREDIT, HOME SECTION 8	$7,145,316
WRIGHT BROTHERS COURT	PALMDALE	CA	156	LOW-RISE (2 AND 3 BR UNITS)	NEW CONSTRUCTION	2013	TAX CREDIT	$43,251,994
BOULDER TRIO	BOULDER	CO	238	2 & 3 Story Garden Walk Up	ACQUISITION REHAB	2017	TAX CREDIT	$63,400,000
11 CROWN STREET	MERIDEN	CT	81	MID RISE/TOWNHOUSE	NEW CONSTRUCTION	2020	LIHTC/SECTION 8 MARKET RENTS	$31,225,620
BROOKSIDE - PHASE II RENTAL	NEW HAVEN	CT	101	TOWNHOUSES, WALKUPS, FLATS (2 & 3 BR UNITS)	NEW CONSTRUCTION	2012	PUBLIC HOUSING, PBV	$28,789,124
BROOKSIDE - PHASE 1 RENTAL	NEW HAVEN	CT	101	TOWNHOUSES, WALKUPS, FLATS (1,2,3 and 4BR UNITS)	NEW CONSTRUCTION	2012	PUBLIC HOUSING, PBV	$40,157,878
BROOKSIDE HO PHASE	NEW HAVEN	CT	20	TOWNHOUSES (2 AND 3BR)	NEW CONSTRUCTION	2013	PER APPRAISED VALUE, $175,000 PER UNIT	$6,595,998
ROCKVIEW - PHASE I	NEW HAVEN	CT	77	TOWNHOUSES, WALKUPS, FLATS (2 & 3 BR UNITS)	NEW CONSTRUCTION	2013	PUBLIC HOUSING, PBV	$29,843,742
ROCKVIEW - PHASE II	NEW HAVEN	CT	78	GARDEN STYLE	NEW CONSTRUCTION	2020	LIHTC, RAD, MARKET RATE	$34,437,565
AINGER PLACE	WASHINGTON	DC	72	3 STORY ELEVATOR BUILDING	NEW CONSTRUCTION	2020	LIHTC/PBV	$29,288,560
SOUTH CAP	WASHINGTON	DC	196	MID RISE	NEW CONSTRUCTION	2019	PUBLIC HOUSING, P TAX CREDIT	$58,561,306
LINCOLN TOWERS	WILMINGTON	DE	88	MID-RISE	NEW CONSTRUCTION	2012	TAX CREDITS/ PUBLIC HOUSING/SECTION 8	$30,834,426
WALNUT STREET APARTMENTS (Jazz Court)	WILMINGTON	DE	44	LOW-RISE	NEW CONSTRUCTION	2014	TAX CREDIT	$9,495,093
WHATCOAT VILLAGE	DOVER	DE	78	3 Story Garden Walk Up (1, 2, 3 BR)	ACQUISITION REHAB	2018	TAX CREDIT, SECTION 8	$17,507,800
BELMONT - PHASE III	TAMPA	FL	266	QUAD AND TOWNHOUSES	NEW CONSTRUCTION	2006	MARKET; TAX CREDIT; PUBLIC HOUSING	$25,640,720
DRIFTWOOD APARTMENTS	LAUDERHILL	FL	176	LOW-RISE (2, 3 AND 4 BR UNITS)	ACQUISITION REHAB	2008	TAX CREDIT; SECTION 8	$18,171,624

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
JANIE'S GARDENS (PHASE 2: NEWTOWN REVITALIZATION)	SARASOTA	FL	68	TOWNHOUSE FLATS (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2011	TAX CREDIT; PUBLIC HOUISNG; PBV	$13,869,043
JANIE'S GARDENS (PHASE 1: NEWTOWN REVITALIZATION)	SARASOTA	FL	86	TOWNHOUSE FLATS (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2009	MARKET ;TAX CREDIT; PUBLIC HOUSING	$16,497,191
JANIE'S GARDENS (PHASE 3: NEWTOWN REVITALIZATION)	SARASOTA	FL	72	GARDEN APARTMENTS (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2016	MARKET ;TAX CREDIT; PUBLIC HOUSING	$14,328,246
MARIETTA ROAD SENIOR TOWER	ATLANTA	GA	129	HIGHRISE (1 BR UNITS)	REHAB	2021	RAD, TAX CREDIT	$20,216,943
PEACHTREE ROAD SENIOR TOWER	ATLANTA	GA	196	HIGHRISE (1 BR UNITS)	REHAB	2021	RAD, TAX CREDIT	$30,070,350
PIEDMONT ROAD	ATLANTA	GA	208	SENIOR HIGHRISE (1 BR APTS)	SUBSTANTIAL REHAB	2018	LIHTC, RAD, SECTION 8	$37,602,267
4400 GROVE	Chicago	IL	84	MIXED USE MID RISE	NEW CONSTRUCTION	2021	9% TAX CREDITS PUBLIC HOUSING	$36,994,225
CARLING HOTEL	CHICAGO	IL	80	4-STORY ELEVATOR Single Room Ocupancy	ACQUITION REHAB	2017	LIHTC, HISTORIC TAX CREDITS, PBVs	$27,347,091
CITY GARDENS	CHICAGO	IL	76	LOW-RISE (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2017	MARKET, TAX CREDIT, PUBLIC HOUSING	$28,743,383
DIVISION AND CLYBOURN (CLYBOURN 1200)	CHICAGO	IL	84	MID-RISE (Studio, 1BR AND 2BR)	NEW CONSTRUCTION	$2,017	MARKET, TAX CREDIT, PUBLIC HOUSING	$42,136,205
HENRY HORNER - WESTHAVEN IIB	CHICAGO	IL	127	LOW-RISE (1,2,3, 4 BR UNITS)	NEW CONSTRUCTION	2008	MARKET; TAX CREDIT; PUBLIC HOUSING	$32,683,446
HENRY HORNER - WESTHAVEN PARK IIC	CHICAGO	IL	92	LOW-RISE (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2010	MARKET, TAX CREDIT, PUBLIC HOUSING	$30,841,665
LEGENDS SOUTH C-3	CHICAGO	IL	71	LOW RISE (1, 2,3 AND 4 BR UNITS) & ONE MIDRISE (4 STORIES, 15 UNITS)	NEW CONSTRUCTION	2015	MARKET, TAX CREDIT, PUBLIC HOUSING	$28,315,450
MARSHALL HOTEL	CHICAGO	IL	90	4-STORY ELEVATOR Single Room Ocupancy	ACQUITION REHAB	2018	LIHTC, HISTORIC TAX CREDITS, PBVs	$31,782
PARK DOUGLAS	CHICAGO	IL	137	LOW RISE (1, 2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2011	TAX CREDIT, MARKET AND PUBLIC HOUSING	$43,924,390
ROBERT TAYLOR - COLEMAN PLACE	CHICAGO	IL	118	LOW-RISE (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2009	MARKET, TAX CREDIT, PUBLIC HOUSING	$35,459,916
ROBERT TAYLOR - HANSBERRY SQUARE	CHICAGO	IL	181	LOW-RISE (1,2,3, AND 4 BR UNITS)	NEW CONSTRUCTION	2007	MARKET; TAX CREDIT; PUBLIC HOUSING	$48,400,000
ROBERT TAYLOR - SAVOY SQUARE	CHICAGO	IL	138	LOW RISE (1, 2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2010	MARKET, TAX CREDIT, PUBLIC HOUSING	$45,045,495
TOWN AND COUNTRY	GRANITE CITY	IL	121	TOWNHOUSES (2 AND 3BR) & 3-Story Bldg	ACQUISTION REHAB	2011	TAX CREDIT/SECTION 8	$11,356,268
VILLAGES OF WESTHAVEN	CHICAGO	IL	200	LOW-RISE (1,2,3 AND 4, BR)	REHAB	2018	PUBLIC HOUSING, LIHTC, MARKET (RAD Conversion)	$62,188,006

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
WESTHAVEN PARK CITY FLATS	CHICAGO	IL	60	THREE STORY WALKUPS	NEW CONSTRUCTION	2007	MARKET RATE AND AFFORDABLE CONDOMINIUM UNITS	$17,595,000
WESTWIND TOWERS	ELGIN	IL	150	MIDRISE	REHAB	2011	RENTAL ASSISTANCE PAYMENTS	$5,623,801
WINDRIDGE APARTMENTS	WICHITA	KS	136	LOW-RISE (1,2,3, AND 4 BR UNITS)	ACQUISITION REHAB	2008	TAX CREDIT; SECTION 8	$10,085,000
CYPRESS LANDING	SHREVEPORT	LA	124	LOW RISE	REHAB	2013	TAX CREDIT/SECTION 8	$11,691,642
DESIRE HOPE VI - POST-KATRINA - NEW SAVOY PHASE 2	NEW ORLEANS	LA	160	LOW-RISE (1,2,3,4, 5 BR UNITS)	NEW CONSTRUCTION - SEMI-DETACHED DUPLEXES AND DETACHED HOMES	2010	TAX CREDIT PUBLIC HOUSING SECTION 8	$31,053,481
DESIRE HOPE VI (REBUILDING) (ABUNDANCE)	NEW ORLEANS	LA	73	LOW-RISE (1,2,3, 4, 5 BR UNITS)	NEW CONSTRUCTION (SINGLE FAMILY AND DUPLEXES	2007	TAX CREDIT; PUBLIC HOUSING SECTION 8	$10,892,218
DESIRE HOPE VI (REBUILDING) (SAVOY I)	NEW ORLEANS	LA	158	LOW-RISE (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION (SINGLE FAMILY AND DUPLEXES	2009	TAX CREDIT PUBLIC HOUSING SECTION 8	$35,385,452
DESIRE HOPE VI (REBUILDING) (TREASURE)	NEW ORLEANS	LA	34	LOW-RISE (1,2,3,4 BR UNITS)	NEW CONSTRUCTION (SINGLE FAMILY AND DUPLEXES	2007	TAX CREDIT PUBLIC HOUSING SECTION 8	$5,173,372
GULFWAY APARTMENTS	NEW ORLEANS	LA	206	LOW-RISE (1,2,3, AND 4 BR UNITS)	ACQUISITION REHAB	2008	TAX CREDIT; SECTION 8	$17,833,067
RENAISSANCE AT ALLENDALE	SHREVEPORT	LA	40	LOW RISE (2 AND 3 BR UNITS)	NEW CONSTRUCTION	2015	TAX CREDIT, PUBLIC HOUSING	$7,694,237
KEYS POINTE PHASE 1B	BALTIMROE	MD	68	TOWNHOUSES, FLATS	NEW CONSTRUCTION	2018	LIHTC, SECTION 8	$23,264,896
O'DONNELL TH 1	BALTIMORE	MD	75	TOWNHOUSE, LOW RISE (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2014	TAX CREDIT	$20,767,643
PLEASANT VIEW GARDENS SENIOR	BALTIMORE	MD	110	APARTMENTS	ACQUISITION REHAB	2017	TAX CREDIT, SECTION 8	$17,195,396
PLEASANT VIEW GARDENS TOWNHOMES	BALTIMORE	MD	201	TOWNHOUSES	ACQUISITION REHAB	2017	TAX CREDIT, RAD SECTION 8	$36,200,638
ROSEMONT TOWER	BALTIMORE	MD	203	HIGH RISE SENIOR HOUSING	ACQUISITION REHABILITATION	2021	TAX CREDIT/RAD SECTION 8	$51,953,852
BEACON PARK	KANSAS CITY	MO	45	TOWNHOUSE/FLATS (2 AND 3 BR UNITS)	NEW CONSTRUCTION	2011	TAX CREDIT	$10,809,420
NORTH PARK PLACE	KANSAS CITY	MO	56	LOW-RISE (3 BR UNITS)	ACQUISITION REHAB	2008	TAX CREDIT PUBLIC HOUSING	$5,619,580

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
CAROUSEL PLACE (PHASE II: MERIDIAN HOPE VI)	MERIDIAN	MS	130	DUPLEXES (2 AND 3 BR UNITS)	NEW CONSTRUCTION	2008	TAX CREDIT; PUBLIC HOUSING	$16,994,173
FRANK BERRY COURTS	MERIDIAN	MS	113	ROW (1,2,3 BR UNITS)	ACQUISITION REHAB	2011	PUBLIC HOUSING	$11,802,225
JT DAVIS (PHASE 1: MERIDIAN HOPE VI)	MERIDIAN	MS	72	DUPLEXES (1,2,3 BR UNITS)	NEW CONSTRUCTION	2007	TAX CREDIT; PUBLIC HOUSING	$9,797,592
MCINTOSH HOMES	LEAKESVILLE	MS	50	GARDEN (1 & 2 BR - ELDERLY)	NEW CONSTRUCTION	2013	SECTION 8, PUBLIC HOUSING	$9,251,860
NATHANIEL COURT (PREVIOUSLY KNOWN AS: BARLEY COURT - PHASES I AND II)	TUPELO	MS	100	GARDEN APARTMENTS (1,2,3 AND 4 BR UNITS)	ACQUISITION REHAB	2017	TAX CREDIT, SECTION 8	$17,318,044
CENTERVILLE SOUTH ROOSEVELT MANOR (PHASES 9/10)	CAMDEN	NJ	89	DETACHED, SEMI-DETACHED, TH AND WALKUPS (2,3,4 BR UNITS)	NEW CONSTRUCTION	2010	TAX CREDIT; SPECIAL NEEDS HOUSING	$23,124,190
ASBURY PARK (THE RENAISSANCE)	ASBURY PARK	NJ	64	1 MIDRISE BLDG AND 4 TOWNHOUSE BLDGS.	NEW CONSTRUCTION	2018	LIHTC/FRM/HOME	$20,224,870
ATLANTIC MARINA	ATLANTIC CITY	NJ	295	LOW-RISE (1,2,3 BR UNITS)	ACQUISITION REHAB	2010	TAX CREDIT; SECTION 8	$28,254,559
BARBARA PLACE (PHASE V-LAFAYETTE GARDENS)	JERSEY CITY	NJ	63	LOW-RISE (1,2,3, AND 4 BR UNITS)	NEW CONSTRUCTION	2008	MARKET ;TAX CREDIT; PUBLIC HOUSING	$21,503,255
BAXTER PARK SOUTH	NEWARK	NJ	90	LOW-RISE (1,2,3 AND 4 BDR UNITS)	NEW CONSTRUCTION	2012	TAX CREDIT PUBLIC HOUSING SECTION 8	$32,366,182
BRANCH VILLAGE TOWNHOMES	CAMDEN	NJ	72	TOWNHOMES	NEW CONSTRUCTION	2019	TAX CREDITS/ RAD	$20,491,645
BRANCH VILLAGE LOW RISE (CNI - PHASE IV)	CAMDEN	NJ	58	LOW RISE (SENIOR AND SPECIAL NEEDS)	NEW CONSTRUCTION	2021	TAX CREDIT/RAD SECTION 8	$15,587,533.00
BRANCH VILLAGE MIDRISE	CAMDEN	NJ	50	3 STORY MIDRISE	NEW CONSTRUCTION	2018	SECTION 8 RAD /PBV	$16,656,515
BRANCH VILLAGE TOWNHOMES II (cni Phase III)	CAMDEN	NJ	75	TOWNHOMES	NEW CONSTRUCTION	2020	TAX CREDIT, RAD	$21,969,931.00
BRIGANTINE	ATLANTIC CITY	NJ	160	LOW-RISE (1,2,3 AND 4 BDR UNITS)	ACQUISITION REHAB	2014	TAX CREDIT; SECTION 8	$19,718,686
CARL MILLER APARTMENTS	CAMDEN	NJ	86	LOW-RISE (1,2,3 AND 4 BR UNITS)	NEW CONSTRUCTION	2008	TAX CREDIT; PUBLIC HOUSING	$23,878,898
CATHERINE TODD SENIOR MONTGOMERY GARDENS PHASE I	JERSEY CITY	NJ	58	HIGH RISE (1 AND 2 BR UNITS)	REHAB	2017	TAX CREDIT SECTION 8	$24,073,509
COOPER PLAZA HOMES	CAMDEN	NJ	64	TOWNHOMES (2 and 3 Bedrooms)	ACQUISITION REHAB	2019	TAX CREDIT SECTION 8	$14,363,477
CRAMER HILL	CAMDEN	NJ	78	LOW-RISE (1,2,3,4 AND 5 BR UNITS)	NEW CONSTRUCTION	2008	TAX CREDIT; SECTION 8	$18,474,000

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
EGG HARBOR TOWNSHIP FAMILY	EGG HARBOR TOWNSHIP	NJ	76	3-STORY LOW-RISE, 1, 2, & 3 BR UNITS	NEW CONSTRUCTION	2017	TAX CREDIT	$20,254,411
EGG HARBOR TOWNSHIP FAMILY Phase 2	EGG HARBOR TOWNSHIP	NJ	60	3-STORY LOW-RISE, 1, 2, & 3 BR UNITS	NEW CONSTRUCTION	2021	TAX CREDIT	$15,523,781
GLENNVIEW TOWNHOUSES - Phase II (PHASE VII-LAFAYETTE GARDENS)	JERSEY CITY	NJ	64	TOWNHOUSES, WALKUPS, FLATS (1, 2, 3, AND 4 BR UNITS)	NEW CONSTRUCTION	2017	PUBLIC HOUSING; TAX CREDIT	$21,395,350
GLENNVIEW TOWNHOUSES (PHASE VI-LAFAYETTE GARDENS)	JERSEY CITY	NJ	63	TOWNHOUSES, WALKUPS, FLATS (1 ,2, AND 3 BR UNITS)	NEW CONSTRUCTION	2011	PUBLIC HOUSING; TAX CREDIT; TCAP	$21,800,000
LIVING SPRINGS SENIOR HOUSING	DELANCO	NJ	100	MIDRISE (1 AND 2 BR UNITS)	NEW CONSTRUCTION	2011	TAX CREDIT	$24,713,590
MC GUIRE GARDENS PRESERVATION	CAMDEN	NJ	252	TOWNHOUSES	ACQUISITION REHBILITATION	2020	RAD SECTION 8	$43,566,588
MONTGOMERY GARDENS FAMILY PHASE I	JERSEY CITY	NJ	126	LOW-RISE (1,2,3,4 BR UNITS)	NEW CONSTRUCTION	2019	PUBLIC HOUSING; SECTION 8; TAX CREDIT; MARKET	$56,145,633
MORGAN VILLAGE	CAMDEN	NJ	40	TOWNHOUSE & FLATS (1,2,3,4 BR UNITS)	NEW CONSTRUCTION	2012	TAX CREDIT, PUBLIC HOUSING, NSP2	$12,938,188
NEW HORIZONS	NEWARK	NJ	89	MID RISE	NEW CONSTRUCTION	2019	TAX CREDITS/ PUBLIC HOUSING/SECTION 8	$38,650,269
OCEAN TOWERS	JERSEY CITY	NJ	100	HIGH RISE	ACQUISITION REHABILITATION	2017	RAD, TAX CREDIT	$15,485,400
OCEANPOINTE (PHASE IV-LAFAYETTE GARDENS)	JERSEY CITY	NJ	59	MIDRISE (1 AND 2 BR UNITS)	NEW CONSTRUCTION	2009	MARKET ;TAX CREDIT; PUBLIC HOUSING	$21,503,255
SOMERSET BROWNSTONES	NEWARK	NJ	60	MIDRISE (2 AND 3 BR Units)	NEW CONSTRUCTION	2020	LIHTC-SECTION 8	$20,393,177
SPRUCE STREET SENIOR RESIDENCE	NEWARK	NJ	57	MID-RISE	NEW CONSTRUCTION	2015	LIHTC-SECTION 8	$17,896,739
TOM'S RIVER FAMILY APARTMENTS	TOM'S RIVER	NJ	49	STACKED FLATS	NEW CONSTRUCTION	2018	LIHTC, CDBG FRM	$15,340,153
TOWNHOUSE TERRACE EAST I	ATLANTIC CITY	NJ	82	LOW-RISE (1,2,3 BR UNITS)	ACQUISITION REHAB	2010	TAX CREDIT; SECTION 8	$7,822,483
VINELAND GARDENS	VINELAND	NJ	76	GARDEN (1,2,3 BR UNITS)	ACQUISITION REHAB	2008	TAX CREDIT; SECTION 8	$8,578,421
WALNUT MANOR APTS	VINELAND	NJ	100	GARDEN (1,2,3 BR UNITS)	ACQUISITION REHAB	2006	SECTION 8	$8,700,691
WOODWARD HOMES (PHASE III-LAFAYETTE GARDENS)	JERSEY CITY	NJ	70	LOW-RISE 2,3,4 BR UNITS	NEW CONSTRUCTION	2007	MARKET ;TAX CREDIT; PUBLIC HOUSING	$16,956,043
MAIN STREET HOUSES PRESERVATION	SOUTH FALLSBURG	NY	62	2-STORY 1, 2, & 3 BR UNITS	ACQUISITION REHAB	2019	TAX CREDIT, RAD PBRA, PBV	$13,184,708

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
SKYLINE GARDENS APARTMENTS	ALBANY	NY	189	LOW-RISE 1, 2, 3 BR UNITS	ACQUISITION REHAB	2018	TAX CREDIT; RAD SECTION 8	$33,605,806
GERMANTOWN VILLAGE	DAYTON	OH	60	3 STORIES, FLATS AND TOWNHOMES, FAMILY HOUSING	NEW CONSTRUCTION	2013	TAX CREDIT	$12,372,307
BENTLEYVILLE APARTMENTS	BENTLEYVILLE	PA	102	TOWNHOUSE	REHAB	2020	TAX CREDIT/SECTION 8	$14,388,742
CECIL B MOORE PHASES I & II	PHILADELPHIA	PA	151	LOW RISE HOMEOWNERSHIP	NEW CONSTRUCTION	2009	AFFORDABLE SALES	$28,000,000
COURTYARD AT RIVERVIEW	PHILADELPHIA	PA	470	HIGH RISE and TOWNHOUSES	ACQUISITION REHAB	2018	TAX CREDIT/RAD SECTION 8	$81,912,761
SHARSWOOD II	PHILADELPHIA	PA	60	TOWNHOUSE (1,2,3 BR UNITS)	NEW CONSTRUCTION	2007	TAX CREDIT	$17,003,000
SPRING GARDEN COMMUNITY REVITALIZATION	PHILADELPHIA	PA	58	LOW-RISE (1,2,3 AND 4 BR UNITS)	HISTORIC ACQUISITION REHAB / New Construction	2010	TAX CREDIT	$19,558,956
REDDICK STREET APARTMENTS (FAMILY)	FRANKLIN	TN	65	DUPLEXES, TOWNS, SINGLES	NEW CONSTRUCTION	2016	RAD, TAX CREDIT	$14,318,504
REDDICK STREET SENIOR APARTMENTS	FRANKLIN	TN	49	MID RISE (3 STORIES 1, AND 2 BR UNITS)	NEW CONSTRUCTION	2013	TAX CREDIT	$8,608,954
MISSION TRAIL AT EL CAMINO REAL	SAN MARCOS	TX	352	LOW-RISE (1,2,3, AND 4 BR UNITS)	NEW CONSTRUCTION	2020	TAX CREDIT, MARKET	$61,377,508
SUGAR ESTATES	ST.THOMAS	VI	80	MID RISE (2 BLDGS ;1 AND 2 BR UNITS	NEW CONSTRUCTION	2016	TAX CREDIT, SECTION 8	$36,023,802
Michaels Development Company			**13,525**					**$3,135,109,523**
THE EDGE (UNIVERSITY OF SOUTH ALABAMA)	MOBILE	AL	156	STUDENT HOUSING (560 BEDS)	NEW CONSTRUCTION	Fall 2013	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$24,423,000
THE VUE (UNIVERSITY OF ARKANSAS)	FAYETTEVILLE	AR	180	STUDENT HOUSING (656 BEDS)	NEW CONSTRUCTION	Fall 2013	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$32,848,000
THE NEXT (UNIVERSITY OF WEST FLORIDA)	PENSACOLA	FL	165	STUDENT HOUSING (546BEDS)	NEW CONSTRUCTION	2016	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$31,312,000
RIVER EDGE (BOISE STATE UNIVERSITY)	BOISE	ID	175	STUDENT HOUSING (622 BEDS)	NEW CONSTRUCTION	Fall 2015	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$34,376,065
1047 COMMONWEALTH AVE. (BOSTON UNIVERSITY)	BOSTON	MA	180	MICRO UNITS	NEW CONSTRUCTION	Fall, 2016	MICRO UNITS	$41,521,400
AXIOM	CAMBRIDGE	MA	115	LUXURY APARTMENTS	NEW CONSTRUCTION	Winter, 2015	LUXURY APARTMENTS LEASED BY THE UNIT	$37,624,338

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
700 WASHINGTON (UNIVERSITY OF MINNESOTA)	MINNEAPOLIS	MN	98	STUDENT HOUSING (266 BEDS)	NEW CONSTRUCTION	Fall, 2013	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$24,505,227
THE RADIUS (UNIVERSITY OF MINNESOTA)	MINNEAPOLIS	MN	200	STUDENT HOUSING (622 BEDS)	NEW CONSTRUCTION	Fall 2015	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$58,090,000
WA HU (UNIVERSITY OF MINNESOTA	MINNEAPOLIS	MN	313	STUDENT HOUSING (826 BEDS)	NEW CONSTRUCTION	Fall, 2015	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$90,053,926
330 COOPER (RUTGERS UNIVERSITY - CAMDEN)	CAMDEN	NJ	102	GRADUATE STUDENT HOUSING	NEW CONSTRUCTION	2012	STUDENT HOUSING	$49,573,725
HOLLY POINTE COMMONS (ROWAN UNIVERSITY - GLASSBORO)	GLASSBORO	NJ	743	FRESHMAN STUDENT HOUSING (1,415 BEDS)	NEW CONSTRUCTION	2016	STUDENT HOUSING	$133,483,960
THE LODGE (ROCHESTER INSTITUE OF TECHNOLOGY)	ROCHESTER	NY	215	STUDENT HOUSING (TOWNHOUSES & COTTAGES - 687 BEDS)	NEW CONSTRUCTION	2017	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$52,590,000
TWENTY91 NORTH (UNIVERSITY OF BUFFALO)	BUFFALO	NY	192	STUDENT HOUSING (640 BEDS)	NEW CONSTRUCTION	2016	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$44,401,533
CRENSHAW GRAND APTS	PASADENA	TX	264	WORKFORCE APARTMENTS (3 STORY WALK-UP)	NEW CONSTRUCTION	2016	WORKFORCE APARTMENTS LEASED BY THE UNIT	$26,714,000
THE VIEW (BAYLOR UNIVERISTY)	WACO	TX	257	STUDENT HOUSING (718 BEDS)	NEW CONSTRUCTION	Fall, 2014	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$38,204,000
VOLAR APARTMENTS	SAN ANTONIO	TX	252	WORKFORCE APARTMENTS (3 STORY WALK-UP)	NEW CONSTRUCTION	2016	WORKFORCE APARTMENTS LEASED BY THE UNIT	$22,301,000
11 Cooper	CAMDEN	NJ	156	Market Rate	NEW CONSTRUCTION	2019	LUXURY APARTMENTS LEASED BY THE UNIT	$48,629,000
REVEL	MINNEAPOLIS	MN	125	LUXURY APARTMENTS	NEW CONSTRUCTION	2017	LUXURY APARTMENTS LEASED BY THE UNIT	$41,539,057
THE 505 ON WALNUT	SYRACUSE	NY	126	STUDENT HOUSING (363 BEDS)	NEW CONSTRUCTION	Fall, 2018	STUDENT HOUSING INDIVIDUALLY LEASED BY THE BED	$49,950,138
UC DAVIS - WEST VILLAGE	DAVIS	CA	1,176	STUDENT HOUSING (3,314 BEDS)	NEW CONSTRUCTION	Fall 2021	STUDENT HOUSING	$575,704,315
APEX (ROCHESTER INSTITUTE OF TECHNOLOGY)	ROCHESTER	NY	305	STUDENT HOUSING (938 BEDS)	NEW CONSTRUCTION	Fall 2021	STUDENT HOUSING	$101,009,049
KEAN UNIVERSITY - FRESHMAN RESIDENCE HALL	UNION	NJ	104	FRESHMAN STUDENT HOUSING (385 BEDS)	NEW CONSTRUCTION	2018	STUDENT HOUSING	$37,198,928

NAME OF COMMUNITY	CITY	STATE	UNITS	DESIGN AND UNIT TYPE	NATURE OF PROJECT	COMPLETION DATE	RENT LEVELS & SALES PRICES	TOTAL DEVELOPMENT COST
ZOEY	AUSTIN	TX	307	Market Rate	NEW CONSTRUCTION	2021	LUXURY APARTMENTS LEASED BY THE UNIT	$59,912,000
Student Housing			**5,906**					**$1,655,964,661**
FORT HUACHUCA YUMA PROVING GROUND	SIERRA VISTA & YUMA PROVING GROUND	AZ	1,266	FAMILY HOUSING (200 STUDENTS)	NEW CONSTRUCTION, RENOVATION	2012	MILITARY HOUSING	$105,964,026
FORT LEAVENWORTH	FORT LEAVENWORTH	KS	1,680	FAMILY HOUSING (800 STUDENTS)	NEW CONSTRUCTION , RENOVATION	2014	MILITARY HOUSING	$405,122,080
Military Housing			**2,946**					**$511,086,106**
Total: Development, Student Housing and Military Housing			**22,377**					**$ 5,302,160,290**

[This is a blank page]

PROPERTIES MANAGED BY
MICHAELS MANAGEMENT AFFORDABLE

(Nov 1, 2019)
Total Units: 35,326
Total Properties: 407

PROJECT NAME	UNITS	TYPE	ADDRESS	CITY	STATE	ZIP
Kamakana Hale o Kupuna	85	LIHTC	74-5285 Ka'eka Street	Kailua-Kona	HI	96704
Kamakana Hale 'Ohana	85	LIHTC	74-607 Manawalea Street	Kailua-Kona	HI	96704
Keahumoa Place Phase 1	75	LIHTC	91-1451 Keahumoa Parkway	Ewa Beach	HI	96706
Keahumoa Place Phase 2	82	LIHTC	91-1451 Keahumoa Parkway	Ewa Beach	HI	96706
Keahumoa Place Phase 3	82	LIHTC	91-1451 Keahumoa Parkway	Ewa Beach	HI	96706
Keahumoa Place Phase 4	82	LIHTC	91-1451 Keahumoa Parkway	Ewa Beach	HI	96706
The Towers at Kuhio Park	555	50058-combo	1475 Linapuni St Ofc 100	Honolulu	HI	96819
Chanticleer Apartments	96	HUD	1200 Woodrow Ave	Selma	AL	36701
Keller Court Apartments	105	HUD-Combo	901 Keller Ln Ste H1	Tuscumbia	AL	35674
The Plaza at Centennial Hill	129	50058-combo	515 PERCY DR	MONTGOMERY	AL	36104
The Plaza at Centennial Hill II	129	50058-combo	515 Percy Dr	Montgomery	AL	36104
Village Green Apartments	57	HUD-Combo	111 Village Green Cir Apt C1	Red Bay	AL	35582
Chaparral	20	RD-Combo	980 Kenwood Avenue	Kingman	AZ	86401
Cimarron	40	RD-Combo	1050 E Beverly Avenue	Kingman	AZ	86401
Lynx Creek	26	RD-Combo	3241 N Majesty Drive	Prescott Valley	AZ	86314
Navapai	26	RD-Combo	8800 E Yavapai Road	Prescott Valley	AZ	86314
Alder (AETW) Apartments	64	RD-Combo	45 Salisbury Street	Porterville	CA	93257
Almond Blossom	42	RD	1550 W. Main Street	Ripon	CA	95366
Almond Garden	31	LIHTC	16200 Delhi Ave., Apt. 34	Delhi	CA	95315
Almond Garden Elderly	34	RD-Combo	16200 Delhi Ave., Apt. 34	Delhi	CA	95315
Austin Manor	22	RD-Combo	14900 Burns Valley Rd	Clearlake	CA	95422
Bardsley Garden	49	RD	1150 S. Laspina Street	Tular	CA	93274
Blackberry Oaks	42	RD-Combo	801 Lyons Bald Mountain Rd.	Sonora	CA	95370
Blythe Villa Apartments	52	RD	251 N Palm Dr	Blythe	CA	92225
Burney Villa	40	RD	20181 Hudson St	Burney	CA	96013
Cal Weber 40	40	LIHTC	512 E. Weber Ave.	Stockton	CA	95202
Calexico	36	RD-Combo	1020 Kloke Avenue	Calexico	CA	92231
Charleston Place	82	LIHTC	1515 E. Bianchi Rd., Apt. 201	Stockton	CA	95210
Cloverdale Garden	34	RD-Combo	18 Clark Ave.	Cloverdale	CA	95425
Colusa Garden	96	RD-Combo	1319 Wescott Rd.	Colusa	CA	95932
Corning Apartments	44	RD	674 Toomes Ave	Corning	CA	96021
Cottonwood Creek	32	RD-Combo	410 Date Street	Calipatria	CA	92233
Country Oaks	51	RD	2551 Allen St	Live Oak	CA	95953
Della Tiara Apartments	26	LIHTC	2801 Della Drive	Ceres	CA	95307
Diamond Terrace Apartments	86	LIHTC	6401 Center Street	Clayton	CA	94517
East Garden Apartments	51	RD-Combo	10347 Willow Street	Jamestown	CA	95327
El Solyo Village	46		850 N. 2nd Street, Apt. 1	Patterson	CA	95363
Evergreen (AETW) Apartments	41	RD-Combo	65 Salisbury Street	Porterville	CA	93257
Florin Gardens	52	HUD	2536 Wah Avenue	Sacramento	CA	95822
Fowler Apartments	44	RD	340 E. Adams Ave.	Fowler	CA	93625
Garden Apartments	42	RD-Combo	40 N. Lee Avenue	Oakdale	CA	95361
Hallmark Apartments	48	RD-Combo	8964 Hall Road	Lamont	CA	93241
Harvest Garden	44	RD	4129 Nut Tree	Livingston	CA	95334
Heber ll	24	RD-Combo	1140 Herber Avenue	Heber	CA	92249
Huron Plaza	64	RD-Combo	16525 South 11th Street	Huron	CA	93234
Imperial Villa Apartments	40	RD	210 W Barioni Blvd # APT-21	Imperial	CA	92251
Jackson Apartments	64	RD-Combo	1029 N. Main Street	Jackson	CA	95642
Jordan Downs 1b (Dec)	133	RAD-LIHTC	2212 East Century Boulevard#103	Los Angeles	CA	90002
Kingswood Apartments	44	LIHTC	5173 Hollywood Blvd., Apt 101	Los Angeles	CA	90027
La Fiesta Apartments	36	RD	520 San Juan St	Mc Farland	CA	93250
Lilly Hill Apartments	52	HUD-Combo	1001 Lillyhill Dr	Needles	CA	92363
Lindsay II Apts.	60	RD-Combo	115 Locke Avenue	Lindsay	CA	93247
Lorena Heights Apts.	112	LIHTC	3327 Sabina Street	Los Angeles	CA	90023
Los Banos Apartments	68	RD-Combo	44 W. I Street	Los Banos	CA	93635
Madera Apartments	68	RD-Combo	1525 E. Cleveland Avenue	Madera	CA	93638
Magnolia Garden	34	RD	9760 Gordon Avenue #9762	Delhi	CA	95315
Maywood Apartments	40	RD	2151 Fig Ln	Corning	CA	96021
Mesa Grande Apartments	46	RD-Combo	1600 Lillyhill Dr Apt 46	Needles	CA	92363

PROJECT NAME	UNITS	TYPE	ADDRESS	CITY	STATE	ZIP
Millview Apartments	52	RD	780 Street, Apt. 207	Susanville	CA	96130
Mojave Villa Apartments	52	HUD	1592 Barstow Road	Mojave	CA	93501
Moonlight	56	RD-Combo	425, 455 W Chestnut Street	Dixon	CA	95620
Mt. Senior Center	42	RD	20635 Roff Way	Burney	CA	96013
Mulberry Villa	44	RD	444 W E Street	Techachapi	CA	93561
Newport Village	40	RD-Combo	1011 Newport Ave	Orland	CA	95963
Niland	38	RD-Combo	17 West 4th Street	Niland	CA	92257
Oakdale Apartments (CA)	42	RD-Combo	30 N. Lee Avenue	Oakdale	CA	95361
Park Kingsburg (Shelter)	101	RD	333 Kern Street	Kingsburg	CA	93631
Parlier Garden	41	RD-Combo	1105 Tulare Street	Parlier	CA	93648
Pine Ridge Apartments	25	RD-Combo	349 W. Loyalton Avenue	Portola	CA	96122
Pinewood Manor	25	RD-Combo	725 Pinewood Ct	Williams	CA	95987
Placer West	44	RD-Combo	6055 Placer West Drive	Rocklin	CA	95677
Porvenir Estate I	40	LIHTC	36850 S. Lassen Avenue	Huron	CA	93234
Porvenir Estate II	40	LIHTC	16901 W. Tornado Avenue	Huron	CA	93234
Red Bluff Apartments	72	RD	111 Sale Ln	Red Bluff	CA	96080
Red Bluff Meadows	52	RD-Combo	850 Kimball Rd	Red Bluff	CA	96080
Redondo I	36	RD-Combo	201 North G Street	Westmorland	CA	92281
Renondo II	32	RD-Combo	301 North G Street	Westmorland	CA	92281
Rivercrest Apartments	36	LIHTC	2809 Della Drive	Ceres	CA	95307
San Andreas Apartments	48	RD-Combo	441 E. Saint Charles Street	San Andreas	CA	95249
Savo Island Cooperative Homes	57	HUD	2017 Stuart Street	Berkeley	CA	94703
Searles Apartments	56	RD	13400 Athol Street	Trona	CA	95362
Shafter Senior Manor	34	RD-Combo	524 Pacific Avenue	Shafter	CA	93263
Skyway Apartments	24	RD	500 State Avenue	Shafter	CA	93263
Sunset Street	104	RD-Combo	3655 Sunset Boulevard	Rocklin	CA	95677
Tahoe Pines	28	LIHTC	3431 Spruce Avenue	South Lake Tahoe	CA	96150
Tehachapi Senior I Apartments	37	RD-Combo	554 W. E, Street	Tehachapi	CA	93561
Tehachapi Senior II Apartments	44	RD-Combo	654 W E Street	Tehachapi	CA	93561
The Shadows Garden Apartments	46	HUD	402 Turre St	Yreka	CA	96097
Tulare Apartments	97	HUD-Combo	1101 S. Irwin Street	Tulare	CA	93274
Tuolumne Apartments	52	HUD-Combo	18400 Tuolumne Road	Tuolumne	CA	95379
Vineyard Manor	36	RD	19 Clark Avenue	Cloverdale	CA	95425
Walnut Apartments	32	RD	295 Walnut Drive, Apt. A	Arvin	CA	93203
Wasco-Sunset Apartments	24	RD	1225 8th Pl Apt B	Wasco	CA	93280
Whitmore Oaks Apartments	53	LIHTC	2617 Blaker Road	Ceres	CA	95307
Willows Apartments	36	RD	175 N Villa Ave	Willows	CA	95988
Woodlake Apartments	48	RD-Combo	705 W. Sequoia Ave., Apt. 116	Woodlake	CA	93286
Woodlake Garden Apartments	48	RD-Combo	705 W.Sequoia Ave., Apt 116	Woodlake	CA	93286
Wright Brothers Court	158	LIHTC	38832 4th Street E Suite 2102	Palmdale	CA	93550
Osage Apartments	150	Conventional	4990 Osage Dr	Boulder	CO	80303
The Nest	36	Conventional	2995 Eagle Way	Boulder	CO	80301
Thunderbird Apartments	52	Conventional	4917 Thunderbird Dr	Boulder	CO	80303
Brookside Estates	100	50058-combo	6 Solomon Crossing	New Haven	CT	06515
Brookside Estates 2	101	50058-combo	6 Solomon Crossing	New Haven	CT	06515
Crown Street (Dec)	81				CT	
Rockview	77	50058-combo	6 Solomon Crossing	New Haven	CT	06515
Ainger Place (Dec)	72	LIHTC	2412 Ainger Place, SE	Washington	DC	20020
South Cap (Dec)	195	LIHTC/RENT SUPP	4001 South Capitol Street, SW	Washington	DC	20032
Wardman Court	152	LIHTC	1312 Clifton St NW	Washington	DC	20009
Chasemont Apts (Oct 1)	83	Market	54 Cheswold Blvd	Newark	DE	19713
Jazz Court	44	LIHTC	313 E. 14th Street	Wilmington	DE	19801
Lincoln Towers	88	5008-Combo	1800 N. Dupont Street	Wilmington	DE	19806
Terry Apartments	161	HUD	2410 N. Broom Street	Wilimington	DE	19802
Whatcoat Village	78	HUD-Combo	992 Whatcoat Drive	Dover	DE	19904
Abbey Lane Apartments	125	HUD	100 Evergreen Pl SW	Winter Haven	FL	33880
Belmont Heights Estates I	358	50058-combo	1607 E 25th Ave	Tampa	FL	33605
Belmont Heights Estates II	201	50058-combo	3540 N 20th St	Tampa	FL	33605
Belmont Heights Estates III	266	50058-combo	2419 E 31st Ave	Tampa	FL	33610
Bethany Court Apartments	61	HUD	501 Bethany Ct	Fort Pierce	FL	34950
Janies Garden	86	50058-combo	2350 Central Ave	Sarasota	FL	34234
Janies Garden II	68	50058-combo	2350 Central Ave	Sarasota	FL	34234
Janies Garden III	72	50058-combo	2350 Central Ave	Sarasota	FL	34234
Lauderhill Point/Driftwood Terrace Ap	176	HUD-Combo	3146 NW 19th St	Ft Lauderdale	FL	33311
Senior Citizens Village	101	LIHTC	801 W 4th St	Jacksonville	FL	32209

PROJECT NAME	UNITS	TYPE	ADDRESS	CITY	STATE	ZIP
The Marketplace at Janies Garden		Commercial	2350 Central Ave	Sarasota	FL	34234
Barge Road	129	50058	2440 Barge Rd SW	Atlanta	GA	30331
Marietta Road	129	50058	2295 Marietta Rd NW	Atlanta	GA	30318
Marietta Road Tower		LIHTC	2295 Marietta Rd NW	Atlanta	GA	30318
Peachtree Road	196	50058	2240 Peachtree Rd NW	Atlanta	GA	30309
Peachtree Road Tower		LIHTC	2240 Peachtree Rd NW	Atlanta	GA	30309
Piedmont Road	208	50058	3601 Piedmont Rd NE	Atlanta	GA	30305
4400 Grove/ 45th & Cottage	84	LIHTC	4400-4458 South Cottage Ave	Chicago	IL	60653
Carling Hotel	80	HUD-Combo	1512 N Lasalle Drive	Chicago	IL	60610
City Gardens	76	50058-combo	312 S Maplewood Ave	Chicago	IL	60612
Clybourn and Division	84	50058-combo	1200 North Clybourn	Chicago	IL	60610
Coleman Place at Legends South	118	50058-combo	223 E 41st St	Chicago	IL	60653
Gwendolyn Place	71	50058-combo	109 E 43rd St	Chicago	IL	60653
Hansberry Square Of Legends South	181	50058-combo	4034 S State St	Chicago	IL	60609
Mahalia Place of Legends South	110	50058-combo	116 E 43rd St	Chicago	IL	60653
Park Douglas (AKA Ogden North)	137	50058-combo	2719 W Roosevelt Rd	Chicago	IL	60608
Savoy Square	138	50058-combo	4448 S State St	Chicago	IL	60609
The Marshall Hotel	90	LIHTC	1512 N Lasalle Drive	Chicago	IL	60610
The Villages of Westhaven	200	LIHTC	1949 West Lake Street	Chicago	IL	60612
Town & Country Apartments	121	HUD-Combo	2562 Parkview Dr	Granite City	IL	62040
Westhaven Park II A	155	50058-combo	2237 W Maypole Ave	Chicago	IL	60612
Westhaven Park Phase II B	127	50058-combo	110 N Wood St	Chicago	IL	60612
Westhaven Park Phase II C	92	50058-combo	1939 W Lake St # 1949	Chicago	IL	60612
Westhaven Park Towers	34	50058-combo	100 N Hermitage Ave	Chicago	IL	60612
Arbors at Belleville I	104	LIHTC	4940 Belleville Cir	South Bend	IN	46619
Arbors at Belleville II	64	LIHTC	4940 Belleville Cir	South Bend	IN	46619
Arbors at Belleville III	40	LIHTC	4940 Belleville Cir	South Bend	IN	46619
Arbors at Honey Creek	96	LIHTC	200 W Wheeler Ave	Terre Haute	IN	47802
Crown Park Apartments	220		407 N. Gatewood Drive	Marion	IN	46952
Hidden Ponds/Arbors at Walnut Creek	80	LIHTC	1 E Creekside Dr	Gas City	IN	46933
Hunters Run	72	LIHTC	717 E Hunters Run Dr	Marion	IN	46953
Windridge	136	HUD-Combo	2502 W. Wildwood Lane	Wichita	KS	67217
Phoenix Hill Apartments	46	HUD	928 E Marshall Street	Louisville	KY	40204
Abundance Square Apartments	73	50058-combo	3450 Desire Pkwy	New Orleans	LA	70126
Cypress Landing	124	HUD-Combo	4715 Shreveport Blanchard Hwy	Shreveport	LA	71107
Renaissance at Allendale	40	50058-combo	1101 Allen Ave	Shreveport	LA	71103
Savoy Place	158	50058-combo	3450 Desire Pkwy	New Orleans	LA	70126
Savoy Place Phase II	160	50058-combo	3450 Desire Pkwy	New Orleans	LA	70126
Treasure Village	34	50058-combo	3450 Desire Pkwy	New Orleans	LA	70126
Elizabeth Court Apartments	110	HUD	55 E Washington St	Hagerstown	MD	21740
Keys Point Phase IB	68	LIHTC	6301 Boston Street	Baltimore	MD	21224
Keys Pointe (Previously ODonnell)	76	LIHTC	1401 Imla St	Baltimore	MD	21224
Pleasant View Gardens Senior	100	HUD-Combo	201 Aisquith Street	Baltimore	MD	21202
Pleasant View Gardens Townhomes	201	HUD-Combo	201 N Aisquith St	Baltimore	MD	21202
Rosemont Tower (Oct)	203	RADPBRA-LIHTC	740 Poplar Grove Street	Baltimore	MD	21216
Stonecroft Apartments	107	HUD	11400 Stonecroft Ct # 100	Hagerstown	MD	21742
Arbors at Lakeside	112	LIHTC	2921 Woods Circle Dr	Jackson	MI	49203
Heritage Place at Lakeside	88	LIHTC	2900 Heritage Place Dr	Jackson	MI	49203
Heritage Place at Magnolia	88	LIHTC	3701 15th St	Detroit	MI	48208
Beacon Park Townhomes	45	50058-combo	2550 Vine St	Kansas City	MO	64108
Cardinal Ridge Apartments	160	50058-combo	14220 E 49th Ter	Kansas City	MO	64136
Greenleaf Apartments	195	HUD	5224 E 12th St	Kansas City	MO	64127
Willow Glen Apartments	56	50058-combo	527 NW 72nd Ct	Kansas City	MO	64118
Willow Glen Townhouses	48	50058-combo	527 NW 72nd Ct	Kansas City	MO	64118
Barley Court Apartments	100	HUD-Combo	840 Barley Ct	Tupelo	MS	38801
Beechlane Apartments	80	HUD-Combo	31 Ryan St # 81	Belzoni	MS	39038
Cannonade Apartments	75	HUD	125 Cannonade St	Kosciusko	MS	39090
Carousel Place	130	50058-combo	4610 Vally St	Meridian	MS	39307
Clubview Apartments	75	HUD	481 WESTVIEW DR	YAZOO CITY	MS	39194
Crestview Apartments	100	HUD-Combo	3910 Old Brandon Rd	Pearl	MS	39208
Driftwood Apartments	66	HUD-Combo	210 Maxwell Ave	Drew	MS	38737
Ferndale Manor Apartments	80	HUD	209 Lynn Ln	Starkville	MS	39759
Frank Berry Court	113	50058-combo	920 42nd Ave	Meridian	MS	39307
Highland View Apartments	80	HUD-Combo	1521 W Highland Dr	Jackson	MS	39204
Hilldale Apartments	104	HUD-Combo	320 Monument Dr Ofc 106	Tupelo	MS	38801

PROJECT NAME	UNITS	TYPE	ADDRESS	CITY	STATE	ZIP
J.T. Davis Court	72	50058-combo	3715 Vally St	Meridian	MS	39307
McIntosh Homes	50	50058-combo	1320 Highway 63 N	Leakesville	MS	39451
Moorhead Manor Apartments	62	HUD	305 Sunflower St Ofc BUILD	Moorhead	MS	38761
North Hills Manor Apartments	104	HUD	4401 40th Ave	Meridian	MS	39305
Oak Creek Apts (Gateway West)	96	HUD	508 Lumpkin Ave	Tupelo	MS	38801
Oak Ridge Manor Apartments	104	HUD	301 Mcneely Rd # 6A	Natchez	MS	39120
Oakdale Apartments (MS)	84	HUD-Combo	415 S First Ave	Forest	MS	39074
Oakhaven Apartments	80	HUD-Combo	743 Shady Dr	Yazoo City	MS	39194
Pendleton Square Apartments	64	HUD	1700 Pendleton Sq Apt 65	Philadelphia	MS	39350
Pine Ridge Gardens Apartments	161	HUD-Combo	200 Rebel Woods Dr	Jackson	MS	39212
Raleigh Annex Apartments	69	HUD-Combo	730 Raleigh Dr NE	Magee	MS	39111
Riverbreeze Manor Apartments	120	HUD	144 N Shields Ln	Natchez	MS	39120
Rose Garden Apartments	62	HUD-Combo	3825 Old Brandon Rd	Pearl	MS	39208
South Park Manor Apartments	112	HUD	2944 S Green St	Tupelo	MS	38801
Sunflower Lane Apartments	104	HUD-Combo	2106 Center St	Clarksdale	MS	38614
Terrace Gardens Apartments	75	HUD	1000 Aven Ave Bldg 5	Greenwood	MS	38930
Willow Wood Apartments	49	HUD-Combo	925 Grady Ave Apt 50	Yazoo City	MS	39194
Wood Village Apartments	108	HUD-Combo	1253 Wood Village Dr	Jackson	MS	39204
Wall Street Tower	156	Conventional	555 Canal St	Manchester	NH	03101
2720 Fire Road	76	LIHTC	2720 Fire Road	Egg Harbor Twp	NJ	08234
Akabe Village Apartments	32	LIHTC	100 LAVENDER COURT	HOWELL	NJ	07731
Atlantic Marina	295	HUD-Combo	732 N. Maryland Avenue	Atlantic City	NJ	08401
Barbara's Place	67	50058-combo	471 Pacific Avenue	Jersey City	NJ	07304
Baxter Park	90	50058-combo	2 Wellington Way	Newark	NJ	07103
Bogart Commerce		Commercial	130 W Front St	Plainfield	NJ	07060
Boulevard West	89		220 Irvine Turner Blvd.	Newark	NJ	7108
Branch Village Townhomes II (Oct)	74		1700 S. 9th Street	Camden	NJ	08104
Brigantine Homes	160	HUD-Combo	1062 Bringantine Blvd.	Atlantic City	NJ	8401
Brittin Village (Oct 1)	66	LIHTC Combo	3911 Federal Street	Pennsauken	NJ	08110
Carrino Plaza	60	LIHTC	416-26 Broadway	Newark	NJ	07104
Catherine Todd	67		547 Montgomery St.	Jersey City	NJ	7302
Clifton Main Mews, LLC	51	LIHTC	988 Main Avenue	Clifton	NJ	07011
Cooper Plaza	64	LIHTC	738-A Washington Ave.	Camden	NJ	8103
DeForest Soaries Jr Res at Somerset	64	LIHTC	630 Franklin Blvd	Somerset	NJ	08873
Eagle Crest Apartments	49	LIHTC	111 Spieth Way	Toms River	NJ	08755
Esperanza Apartments	46	LIHTC	10 Wood Street	Trenton	NJ	21740
Francis J. Gorman Manor (Carpenter's	101	LIHTC	430 S. Broadway	Gloucester City	NJ	8030
Glasstown Residence @Riverpark	74	LIHTC	224 S. 2nd Street	Millville	NJ	08332
Glennview TH	63	5008-Combo	463 Pacific Avenue	Jersey City	NJ	07304
Glennview Townhouses II	65	5008-Combo	463 Pacific Avenue	Jersey City	NJ	07304
Halls Corner	154	HUD	551 Cranbury Rd	East Brunswick	NJ	08816
Harrison Park Square	57	LIHTC	140 Spruce Street	Newark	NJ	07108
Horizions at Clifton II	104	LIHTC	100 Scales Plz, Ste 100	Clifton	NJ	07013
Horizions at Clifton III		LIHTC	100 Scales Plz	Clifton	NJ	07013
Horizon Heights	54	LIHTC	4906 Broadway	Union City	NJ	07087
Horizons at Plainfield	82	LIHTC	130 W Front St	Plainfield	NJ	07060
Kershaw Commons	31	LIHTC	6000 Applewood Dr # 6100	Freehold	NJ	07728
Lafayette Senior	83	50058-combo	463 Pacific Avenue	Jersey City	NJ	07304
Lincoln Towers (NJ)	209	Conventional	69 Lincoln Street #79	Newark	NJ	07103
Living Springs Manor	20	LIHTC	501 Parkview Drive	Delanco	NJ	08075
Living Springs Senior Residence	100	LIHTC	600 Parkview Drive	Delanco	NJ	08075
McGuire Gardens (Oct)	232	PBV-LIHTC	114 Boyd Street	Camden	NJ	08105
Mi Casa Village	78	LIHTC	1892 River Avenue	Camden	NJ	08105
Mill Creek Garden	116		214 Cornelison Avenue	Jersey City	NJ	07302
Monastery	70	LIHTC	1901 West St	Union City	NJ	07087
Montvale Commons	28	LIHTC	150 Nottingham Ct	Montvale	NJ	07645
Morgan Village	40	50058-combo	2241 Van Buren St	Camden	NJ	08104
NIA	200	HUD	130 Panogtkua Ave., Apt. 18	bridgeton	NJ	08302
Ocean Pointe Elderly	59	50058-combo	460 Ocean Avenue	Jersey City	NJ	07305
Ocean Towers	100	HUD-Combo	425 Ocean Avenue	Jersey City	NJ	07305
Pacific Court	72	50058-combo	148 Bramhall Avenue	Jersey City	NJ	07304
Park Plaza Apartments	51	HUD	150 Mathistown road	Little Egg Harbor Twp.	NJ	08087
Pennsville Towers	99	HUD	40 Eaton Road	Pennsville	NJ	08070
Renaissance @ Asbury Park	64		1012 Springwood Avenue	Asbury	NJ	07712
Roosevelt Manor Phase IX & X	89	50058-combo	715 Chelton Ave	Camden	NJ	08104

PROJECT NAME	UNITS	TYPE	ADDRESS	CITY	STATE	ZIP
Roosevelt Manor Phase V - IRM	86	50058-combo	677 Tilghman Dr	Camden	NJ	08104
Rowan Towers	196	HUD	620 W. State Street	Trenton	NJ	08618
Salem Towers	112	HUD	98 High Street	Orange	NJ	07050
Sams Place Apartments	19	LIHTC	446-60 E 19th St	Paterson	NJ	07524
Sebastian Villa Apartments	171	HUD	2305 W Bangs Ave	Neptune	NJ	07753
Senior Horizons at Bayonne	60	LIHTC	74 Lexington Ave	Bayonne	NJ	07002
Senior Horizons at Clifton	126	LIHTC	714 Clifton Ave	Clifton	NJ	07013
Senior Horizons at Clifton II	104	LIHTC	100 Scales Plz Ste 100	Clifton	NJ	07013
Senior Horizons at Clifton III	104	LIHTC	101 Scales Plz	Clifton	NJ	07013
Tagliareni Plaza	47	LIHTC	732 Avenue E	Bayonne	NJ	07002
The Branches at Centerville	50	50058-combo	1700 S 9th Street	Camden	NJ	08104
Townhouse Terrace East I	82	HUD-Combo	732A N. Maryland Avenue	Atlantic City	NJ	08401
Vineland Gardens	76	HUD-Combo	775 S. 6th Street	Vineland	NJ	08360
Walnut Manor	100	HUD-Combo	794 E. Walnut Road	Vineland	NJ	08360
Waterfront Village (Oct 1)	70	LIHTC	100 Maud Booth Court	Bordentown	NJ	08505
Winteringham Village	183	HUD	1040 Route 166, Bldg. 7	Toms River	NJ	08753
Woodward Terrace	70	50058-Combo	148 Bramhall Avenue	Jersey City	NJ	07304
Pahrump Valley Apartments	33	RD-Combo	2151 Pahrump Valley Blvd	Pahrump	NV	89048
Spring Mountain Apartments	33	RD	1441 E Calvada Blvd	Pahrump	NV	89048
Brownsville Gardens	162	HUD	50 Legion St.	Brooklyn	NY	11212
Century Sunrise	104	LIHTC	139 Baldwin St	Johnson City	NY	13790
Homesteads on Ampersand	64	LIHTC	34 Ampersand Dr Ste 103	Plattsburgh	NY	12901
Horizons at Fishkill	90	LIHTC	14 Dogwood Ln	Beacon	NY	12508
Horizons at Monticello	56	LIHTC	81 Harmony Ln # 100	Monticello	NY	12701
Horizons at Wawayanda	107	LIHTC	3476 Route 6	Middletown	NY	10940
Horizons at Wurtsboro	49	LIHTC	224 Sullivan St	Wurtsboro	NY	12790
Liberty Commons Apartments	73	LIHTC	5 Liberty Commons Way	Liberty	NY	12754
Lionheart Residences	71	LIHTC	100 LIONHEART MANOR	COHOES	NY	12047
Main Street Houses	62	LIHTC	5254 Main Street Ste A	South Fallsburg	NY	12779
Mason's Ridge Apartments	84	LIHTC	2301 Snake Hill Rd	New Windsor	NY	12553
Pinecrest Manor	131	HUD	1100 Amuso Dr	Mount Kisco	NY	10549
Senior Horizons at Newburgh	71	LIHTC	353 S Plank Rd # 55	Newburgh	NY	12550
Senior Horizons at Silver Lake	86	LIHTC	140 Bert Crawford Rd	Middletown	NY	10940
Skyline Gardens Apartments	189	HUD-Combo	123 Livingston Ave Apt E-7	Albany	NY	12207
The Views at Rocky Glen	82	LIHTC	402 Rocky Glen Rd	Beacon	NY	12508
Germantown Village	60	50058-combo	464 S Broadway St	Dayton	OH	45402
Country Club Gardens (Haskell)	49	5008-Combo	959 Country Club Drive	Tulsa	OK	74127
Country Club Gardens (Latimer)	128	5008-Combo	959 Country Club Drive	Tulsa	OK	74127
Country Club Gardens (Newton)	76	5008-Combo	959 Country Club Drive	Tulsa	OK	74127
Country Club Gardens (Nogales)	28	5008-Combo	959 Country Club Drive	Tulsa	OK	74127
Country Club Gardens (Osage)	72	5008-Combo	959 Country Club Drive	Tulsa	OK	74127
Country Park	60	HUD	1601 S. Henderson Street	Chickasha	OK	73018
Indian Hills Apartments	60	HUD	192 Antry Drive	Catoosa	OK	74015
Lakeshore Apartments	65	HUD	1104 N. Wllow Place	Claremore	OK	74017
London Square Village	200	HUD-Combo	7533 NW 6th Street	Oklahoma City	OK	73127
Nottingham Square	159	HUD	2444 N. Nottingham Way	Mooew	OK	73160
River Bank Plaza	80	HUD	6518 S. Newport Avenue	Tulsa	OK	74136
Rockwell Villa Apartments	60	HUD-Combo	905 N. Rockwell Avenue	Oklahoma City	OK	73127
West Edison Plaza	66	HUD	570 N. 39th West Avenue	Tulsa	OK	74127
Ascension Manor	280	HUD	911 Franklin N. Steet	Philadelphia	PA	19123
Bangor Elderly	101	HUD	101 Murray St	Bangor	PA	18013
Bentleyville Apartments	102	HUD	507 Old West Road	Bentleyville	PA	15314
Bethlehem Townhouses I	111	HUD	1005C Livingston St	Bethlehem	PA	18017
Charter Arms	00118		1 Potter Street	Warminster	PA	18974
Chester Apartments	105	HUD	1225 W 9th Street	Chester	PA	19013
Coal Township Elderly	101	HUD	101 N. Ash Street	Coal Twp.	PA	17866
Courtyard Apts, at Riverview	470	LIHTC	1021 S. 4th Street	Philadelphia	PA	19147
Dauphin Arms	71	LIHTC	2230 N. 13th Street	Philadelphia	PA	19133
Easton Senior Citizens Housing	98	HUD	127 S 4th St	Easton	PA	18042
Eight Diamonds Townhomes	152	5008-Combo	2028 W. Norris Street	Philadelphia	PA	19121
Executive House Apts (Oct 1)	101	Market	150 Oakland Ave	Lansdale	PA	19446
Filbern Manor	127	HUD	410 N. Water Street, Suite A	West Newton	PA	15089
Haddington Elderly Housing	137	HUD	5600 Race Street	Philadelphia	PA	19139
Haddington Townhouses	127	HUD	5437 Wyalusing Ave. Apt.CA1	Philadelphia	PA	19131
Hazlewood Apartments	100		1000 W 28th Street	Hazle Township	PA	18202

PROJECT NAME	UNITS	TYPE	ADDRESS	CITY	STATE	ZIP
Hunters Ridge	126	HUD	800 Hunters Rd.	Brownsville	PA	15417
Jackies Garden	135	HUD	1836 N. 20th Street	Philadelphia	PA	19121
Jameson Court	72	LIHTC	4435 Parrish Street	Philadelphia	PA	19104
Kensington Townhouse	71	HUD	2607 N. Howard Street	Philadelphia	PA	19133
Kings Ferry Square	71	LIHTC	3125 Reed Street	Philadelphia	PA	19146
Lansford Townhouses	51	HUD	100 Lansford Ct.	Lansford	PA	18232
Laura Lane Apts (Oct 1)	69	Market	801 Laura Lane	Norristown	PA	19401
Lehighton Elderly	113	HUD	101 S. 1st Street	Lehighton	PA	18235
Little Lehigh Manor	111	HUD	824 Jackson St	Allentown	PA	18102
Mahanoy Elderly	124	HUD	10 W. Centre Street	Mahanoy City	PA	17948
Mallard Run Apts	101	HUD	820 Lisburn Road	Camphill	PA	17011
Manayunk Garden Apts (Nov 1)	108	Market	3901 Manayunk Ave	Philadelphia	PA	19128
Meadowood Apartments	148	RD-Combo	1051 Allendale Road	Mechanicsburg	PA	17055
Milton Village	80	HUD	751 Mahoning Street	Milton	PA	17847
Moreland Towers	138	HUD	36 E. Moreland Avenue	Hatboro	PA	19040
Mt. Sinai Apartments	38	LIHTC	430 Reed Street	Philadelphia	PA	19147
Munroe Tower	101	HUD	101 Delaware Avenue	Oakmont	PA	15139
Neumann North Senior Housing	67	50058-combo	1741 Frankford Avenue	Philadelphia	PA	19125
New Covenant Manor	56	LIHTC	7500 Germantown Avenue	Philadelphia	PA	19119
Orchard Apartments	81	HUD	2204 Cedar Run Drive Ext.	Camp Hill	PA	17011
Park Spring Apartments	151	HUD	1800 Park Springs Blvd	Spring City	PA	19475
Parkford	102	HUD	601 Parford Drive	South Park	PA	15129
Reading Elderly Housing	201	HUD	100 N Front St	Reading	PA	19601
Regency Park Apartments	126	HUD	699 Victoria Dr	Coatesville	PA	19320
Rolling Hills Apartments	232	HUD	2120 Buchert Rd Apt 235	Pottstown	PA	19464
Rostraver Apartments	96	HUD	47 Mathews Road Office 214	Belle Vernon	PA	15012
Sharswood Townhouses	71	LIHTC	1425 N. 23rd Street	Philadelphia	PA	19121
Sharswood Townhouses II	60	LIHTC	1450 N. 21st Street	Philadelphia	PA	19121
Shirley Futch Plaza	101	HUD	4 S. Kistler Street	East Stroudsburg	PA	18301
Spring Garden Community Rev II	58	50058-combo	601 N. 17th Street	Philadelphia	PA	19130
Spring Garden Towers	210	HUD	1818 Spring Garden Street	Philadelphia	PA	19130
Spring Run Apartments	101	HUD	1999 Marshall Road, Office 509	Monaca	PA	15061
Strawberry Patch Apartments	51	HUD	1000 4th St	Whitehall	PA	18052
Timberland	100	HUD	610 Lycoming Street	Williamsport	PA	17701
Village Park Apartments	160	HUD	Townhouse Boulevard	Scranton	PA	18508
West Poplar Apartments	140	HUD	637 N. 13th Street	Philadelphia	PA	19123
Williamsport Elderly	101	HUD	798 W. Edwin Street	Williamsport	PA	17701
Wister Apartments	200	HUD	292 E. Ashmead Street	Philadelphia	PA	19144
Wyndcliffe House	100	RD-Combo	100 Chestnut Street	Hamburg	PA	19526
Zephyr Apartments	43	HUD	3150 Lehigh St	Whitehall	PA	18052
Glenfield Apartments	104	HUD	2450 Columbia Rd	Orangeburg	SC	29118
Northbridge Courts Apartments	101	HUD	110 Northbridge Ct	Moncks Corner	SC	29461
Woods Edge Apartments	131	HUD	109 Hillpine Rd	Columbia	SC	29212
Reddick Street Apartments	65	LIHTC	302 Battlement St	Franklin	TN	37064
Senior Residence at Reddick Street	49	50058-combo	198 Granbury St	Franklin	TN	37064
Chaparral Apartments	124	HUD	4201 N Garfield St	Midland	TX	79705
Kings Row Apartments	180	HUD-Combo	4141 Barberry Dr	Houston	TX	77051
Yale Village Apartments	250	HUD-Combo	5673 Yale St	Houston	TX	77076
Atlantis Apartments	208	HUD-Combo	999 Atlantis Drive	Virginia Beach	VA	23451
Garrison Woods	131	HUD	207 Garrison Woods Dr Ofc	Stafford	VA	22556
Canebrake Apts	52	HUD	3940 Mars Hill Rd.	Frederiksted, St Croix	VI	00840
Croixville Apartments	81	LIHTC	14B Plessen, Croixville	Frederiksted	VI	00840
Harborview Apartments	300	HUD	243 Goldenrock, Christiansted	St. Croix	VI	00820
Sugar Estates	80	LIHTC	9159 Estate Thomas	St Thomas	VI	00802
Apple Valley	30	RD-Combo	8611 Depot Road	Lynden	WA	98264
Bayside	20	RD-Combo	1106 24th St	Anacortes	WA	98221
Bayview Gardens	30	RD-Combo	7822 272nd Street NW	Stanwood	WA	98292
Brindlewood	68	RD-Combo	1401 Johnson Road	Centralia	WA	98531
Bryant Manor (Nov 1)	58	HUD	1801 E. Yesler Way	Seattle	WA	98122
Chelsea	40	RD-Combo	280 NE Izett Street	Oak Harbor	WA	98277
Claridge Court	44	RD-Combo	1235 Landes Street	Port Townsend	WA	98368
Clark Village	28	HUD-Combo	225 8th Street	Washougal	WA	98671
Fruit Valley	40	HUD-Combo	1904 West 34th Street	Vancouver	WA	98277
Golden Elm	35	RD-Combo	1323 Battersby Ave	Enumclaw	WA	98022
Hancock	24	RD-Combo	620 Hancock Street	Port Townsend	WA	98368

PROJECT NAME	UNITS	TYPE	ADDRESS	CITY	STATE	ZIP
Harbor Village	28	HUD-Combo	55 SW 6th Ave	Oak Harbor	WA	98277
Harborview	32	RD-Combo	1110 27th Court	Anacortes	WA	98221
Harmony House	30	RD-Combo	11000 N 13th Street	Shelton	WA	98584
Imperial Apartments (Nov 1)	15	HUD	1427 East Pike Street	Seattle	WA	98122
La Venture Village	30	RD-Combo	422 N LaVenture	Mt Vernon	WA	98227
Madrona Valley	24	RD-Combo	204 N Mail Street	Coupeville	WA	98239
Meadow Park	45	RD-Combo	7527 51st Avenue NE	Marysville	WA	98270
Montclair	20	RD-Combo	605 South Kentucky Ave	Granite Falls	WA	98252
Mountain View Ct	72	RD-Combo	303 South 5th Avenue	Sequim	WA	98382
Murdock Court	24	RD-Combo	123 N Murdock St	Sedro Woolley	WA	98284
Newport	16	RD-Combo	280 NE Izett Street	Oak Harbor	WA	98277
Parkview	63	HUD-Combo	1413 E 7th Ave	Spokane	WA	99202
Pheasant Hill	50	RD-Combo	606 Juniper Road	Toppenish	WA	98948
Rivergrove	36	RD-Combo	617 Southeast Fourth St	Battle Ground	WA	98604
Saratoga Terrace	24	RD-Combo	350 Manchester Way	Langley	WA	98260
Texada Apartments (Nov 1)	25	HUD	1128 13th Avenue	Seattle	WA	98122
Wellington	68	RD-Combo	4239 84th Street NE	Marysville	WA	98270
Whitehorse	20	RD-Combo	555 Elwell STreet	Darrington	WA	98241
Woodgate	40	RD-Combo	308 Woodgate Place	Burlington	WA	98233
Adams Landing	85	HUD	820 Virginia Aveue	Huntington	WV	25704
Jane Lew Apartments	60	HUD	107 Virginia Street	Jane Lew	WV	26378
Valley Green Apartments	121	HUD	345 S. Florida Street	Buckhannon	WV	26201
Wildwood House	163	HUD	150 Autumn Lane	Beckley	WV	25801
Maplewood						
Mission Trail at El Camino Real						

[This is a blank page]

Appendix H
Draft 201H Development Agreement

[This is a blank page]

DEVELOPMENT AGREEMENT

HALEWAI'OLU SENIOR RESIDENCES

1. DATE OF THIS AGREEMENT

_____

2. PARTIES

City and County of Honolulu
Honolulu Hale
530 South King Street
Honolulu, Hawaii 96813

With copy to: Director
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

Halewai'olu Senior
Development, LLC
737 Bishop Street, Suite 2020
Honolulu, Hawaii 96813

With copy to: The Michaels Development Company
2 Cooper Street, 14th Floor
Camden, NJ 08102

Hawaii Housing Finance and Development Corporation
State of Hawaii
Department of Business, Economic Development and Tourism
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

3. DEFINITIONS

A. "City" means the City and County of Honolulu.

B. "City Council" means the City Council of the City and County of Honolulu.

C. "Department of Planning and Permitting" and "DPP" means the Department of Planning and Permitting of the City and County of Honolulu.

D. "Developer" means the Halewai'olu Senior Development, LLC, a Hawaii limited liability company.

E. "Hawaii Housing Finance and Development Corporation" and "HHFDC" means the Hawaii Housing Finance and Development Corporation, a public body and a body corporate and politic of the State of Hawaii.

F. "City Development Agreement" means that certain Development Agreement – Halewai'olu Senior Residences, dated May 17, 2016, made by and between City and County of Honolulu and the Developer.

G. "Preliminary Plans" means the preliminary plans dated _____, and outline specifications dated _____, prepared by WRNS Studio, submitted to the City Council on _____

H. "Project" and "Halewai'olu Senior Development" means a 156-unit affordable rental housing project consisting of a single, seventeen-story, high-rise building with a multipurpose room, commercial space, and with 51 parking spaces.

I. "Project Land" means the parcels of land identified as Tax Map Key No. (1) 1-7-006:012, and described in Exhibit "A," which exhibit is attached to this Agreement and made a part hereof. The vacant property is 0.62 acres and owned by the City.

J. "Resolution" means Resolution _____, adopted by the City Council on _____.

4. RECITALS

A. The Developer requested the City Council to exercise the authority stated in Chapter 201H, Hawaii Revised Statutes ("HRS"), and any successor statute, granted to the City under the provisions of Section 46-15.1, HRS, by exempting the Project from certain planning, zoning, construction standards of subdivisions, development and improvement of land, and the construction of units thereon, in order to accommodate development of the Project by the Developer on the Project Land as more particularly described in the Preliminary Plans.

B. The City Council approved the Preliminary Plans which include the requested exemptions by its adoption of Resolution _____ on _____, in furtherance of and consistent with the public purpose of providing affordable living opportunities.

5. DEVELOPER'S AGREEMENTS

The Developer agrees with the City and HHFDC as follows:

A. The Project shall include the following improvements:

(1) A single, seventeen-story, high-rise building with a multipurpose and meeting rooms, and a commercial space. The Project will offer 156 rental apartments, including 1 on-site manager unit, 51 parking stalls, bicycle racks, outdoor courtyard pace and a recreation deck. Apartments will consist of 130 one- bedroom units and 26 two-bedroom units, with the size and affordability summarized as follows:

Table 1 -Type of Apartment Units

Unit Type	Number of Bedrooms	Unit Size (square feet)	Percent Affordable	Number of Units
1A	1	490	100	26
1B	1	482	100	26
1C	1	481	100.	26
1D	1	476	100	26
1E	1	475	100	26
2A	2	838	100	13
2B	2	838	100	13
Total				**156**

(2) All apartments (100 percent) will meet the affordability requirements of the City's HRS Chapter 201H program. Affordability levels for the apartments at Halewai'olu Senior Residences will range from 30 percent to 80 percent of the AMI, with the majority of apartments in the 60 to 80 percent AMI range. The affordability of apartments at each affordability level is summarized below, unless otherwise approved by HHFDC:

Table 2 -Affordability Level of Units Based on AMI

Unit Type	30% AMI	60% AMI	80% AMI	Manager Unit	Subtotal
1-Bedroom	8	115	7	-	130
2-Bedroom	-	16	9	1	26
Subtotals	8	131	16	1	156
% of Total	5.1%	84.0%	10.3%	0.6%	100%

Rental prices will be based on rates for the City and County of Honolulu published annually by HHFDC based on income levels and limits established by the U.S. Department of Housing and Urban Development, adjusted for household income, unit and family size, and utility allowance. By way of example, the Affordable Rent Guidelines for the City and County of Honolulu County in 2020 are summarized as follows:

Table 3 - Affordable Rent Guidelines Based on AMI

Unit Types	30%AMI ($}	50%AMI ($)	60%AMI ($}	80%AMI ($)	100%AMI ($)
1-Bedroom	708	1,181	1,417	1,890	2,362
2-Bedroom	850	1,417	1,701	2,268	2,835

(3) Construction of the Project must commence within 24 months after the effective date of Resolution _____. The term of the ground lease shall commence upon the date of closing of construction financing for the applicable phase and continue until the earlier of: (i) 65 years after the date of issuance of a certificate of occupancy; or (ii) 68 years after the date of closing of construction financing.

(4) The Project shall comply with Section 196-9, HRS, to the extent reasonably practicable and substantially consistent with the Developer's Preliminary Plans. The Developer shall meet or

exceed the design standards for Silver Rating by the U.S. Green Building Council's Leadership in Energy and Environmental Design (LEED) for Homes, or another comparable state-approved, nationally recognized, and consensus-based guideline, standard or system. By way of example, Halewai'olu Senior Development will feature: Energy Star appliances and low-flow water fixtures. Developer's design development plans shall be approved by the City's Department of Planning and Permitting.

(5) Consistent with the Developer's Preliminary Plans, the Project must include an on-site water distribution system to provide potable and fire protection water service; and an on-site drainage system.

(6) Notwithstanding anything in this Agreement to the contrary and except as specifically provided herein, the actual unit types, counts and rents, and other specific characteristics shall be determined by Developer based on prevailing market conditions as determined by Developer in Developer's sole reasonable discretion at the commencement of development, subject to City's approval. If there is any inconsistency or conflict between the terms of this Agreement and the City Development Agreement, the terms of the City Development Agreement will control.

B. The Developer shall furnish DPP and HHFDC evidence of a performance and payment bond provided by the general contractor for the Project.

C. The Developer shall submit the following reports to the City and HHFDC subject to verification as reasonably requested by the City and/or HHFDC:

(1) A monthly status report as concurrently submitted to HHFDC on the progress of the construction of the Project commencing at the start of construction and continuing on the first day of each calendar month thereafter until construction of the Project is completed;

(2) A final report to the City and HHFDC summarizing the work completed within ninety (90) days after obtaining the certificate of occupancy for the Project issued by DPP; and

(3) An annual report for the Project covering the period commencing on a date to be agreed upon by the City, the HHFDC, and the Developer pertaining to the operation of the Project and the Developer's compliance with the terms of this Agreement.

D. The Developer shall permit representatives or agents of the City and/or HHFDC to inspect the Project during normal construction hours with reasonable prior notice to the Developer and general contractor. Representatives or agents of the City shall not interfere with work in progress at the Project.

E. The Developer shall permit representatives or agents of the City and/or the HHFDC to inspect Developer's records pertaining to the construction of any phases of the Project. Representatives and agents of the City shall not interfere with work in progress at the Project.

F. The Developer shall permit representatives or agents of the City and/or the HHFDC to conduct annual inspections after completion of the Project and to monitor Developer's compliance with this Agreement and applicable laws, regulations, and ordinances.

G. The Developer shall notify the City and the HHFDC within 24 hours or as promptly as practicable if any lender shall declare the Developer to be in default.

H. Notwithstanding anything to the contrary in this Agreement, the parties agree that the form of reports submitted to HHFDC shall be sufficient for the City's purposes and may be relied upon by the City to satisfy the reporting requirements hereunder.

6. CITY EXEMPTIONS

The City agrees with the developer that the exemptions granted in Resolution _____ shall apply to the Project.

7. CONDITION OF THE RESOLUTION

A. If construction of the Project does not commence within 24 months after the effective date of Resolution _____, the exemptions granted by the Resolution shall be null and void.

B. If the Developer fails to complete construction of the Project, the exemptions granted by the Resolution shall be null and void.

C. The exemptions granted by the Resolution shall not be transferable to any other land or property, not specifically described in Exhibit A, attached hereto and made a part hereof.

8. CITY'S AND HHFDC'S RELATIONSHIP TO THE DEVELOPER AND PROJECT

This Agreement shall not be construed as creating a partnership, joint venture, or other agency relationship between the City, the HHFDC, and the Developer. The City and the HHFDC are not the developer of the Project and shall not be deemed to have assumed any liability whatsoever with respect to the development, construction, ownership, management, and operation of the Project.

The Developer shall defend, Indemnify, and hold the City and/or HHFDC harmless from any claim or demand made by any person or entity pertaining to the Project for death, personal injury, and property damage, including attorney's reasonable fees.

9. CITY'S AND HHFDC'S RIGHTS AND REMEDIES: PAYMENT TO HHFDC FOR EXCESSIVE RENTAL PRICE

The City, including the City Council, and the HHFDC reserve all rights and remedies available to it in law or in equity if the Developer shall fail to perform any of the Developer's obligations in this Agreement and shall fail to correct such default within thirty (30) days after written notice of the default from the City and/or the HHFDC, or such longer time as may be reasonably necessary to effect such cure in the event that such cure cannot be reasonably accomplished within said thirty (30) day period so long as the Developer shall commence efforts to cure within the 30-day period and diligently proceed with such cure.

In addition to all other remedies available to the City and/or HHFDC as stated in this Agreement, if the Developer rents any affordable unit at a level exceeding the rental price guidelines for those income limits stated in Section 5(A)(2) above, HHFDC shall have all legal and equitable rights to which HHFDC may be entitled under the laws of the State of Hawaii, including without limitation the rights and remedies set forth in the City Development Agreement.

10. MISCELLANEOUS TERMS

A. Amendment. The provisions of this Agreement may be amended only by each party executing a subsequent written document which states each amended provision.

B. Binding Effect. Upon its execution by each party, the Agreement shall become binding and enforceable according to its provisions. If more than one party is obligated to perform an act by any provisions stated in this

Agreement, those parties shall be jointly and severally liable and obligated for the performance of those acts. The rights and obligations of each party named in this Agreement shall bind and inure to the benefit of each party, respectively, and the respective heirs, personal representatives, successors, and assigns of each party.

C. Applicable Law. The provisions of this Agreement shall be interpreted in accordance with the law of the State of Hawaii as that law is construed and amended from time to time.

D. Authorization. The individuals executing this Agreement are authorized to do so for their respective party.

E. Consent: Subsequent Agreement. If a subsequent consent required of any party by the provisions of this Agreement is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.

F. Construction. Each party named in this Agreement acknowledges and agrees that (i) each party has actively participated in the negotiation and preparation of this Agreement; (ii) each party has consulted with their respective legal counsel and other professional advisors as each party has deemed appropriate; and (iii) each party has agreed to be bound by the terms stated in this Agreement following its review and obtaining advice.

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

H. Dates. If any dates stated in this Agreement fall on a Saturday, Sunday, or legal holiday observed by the City, such date shall be the next following business day.

I. Defined Terms. Certain terms where they initially are used in this Agreement are set off by quotation marks enclosed in parentheses and are subsequently capitalized. Those designated terms shall have the same meaning throughout this Agreement, unless otherwise specifically stated or clearly appropriate in the context.

J. Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the reasonable control of that party, including, but not limited to an act of God, public enemy, or war, fire, an act or failure to act of a government entity, unavailability of

materials, or actions by or against labor unions, it shall not be in default in the performance of its obligations stated in this Agreement.

Provided, however, any party delayed by such an event shall request an extension of time to perform Its obligations stated in this Agreement by notifying the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this Agreement shall be extended by the number of days of delay caused by the event. If the required notice is not given by the delayed party, no time extension shall be granted.

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

L. Integration. This Agreement contains all of the provisions of the agreement between the parties pertaining to the subject matter stated in this Agreement. Each party acknowledges that no person or entity made any oral or written representation on which a party has relied on as a basis to enter into the agreement.

M. Memorandum. If required by the provisions of this Agreement or requested by any party, a memorandum of this Agreement shall be executed by the parties, the signatures properly acknowledged by a Notary Public, and recorded in the Bureau of Conveyances/Land Court, State of Hawaii.

N. No Drafter. No party shall be deemed to have drafted this Agreement. No provision stated in this Agreement shall be construed against any party as its drafter.

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

(1) CITY AND COUNTY OF HONOLULU:

City and County of Honolulu
Honolulu Hale
530 South King Street Honolulu,
Hawaii 96813

With copy to: Director
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813

(2) HALEWAI'OLU SENIOR DEVELOPMENT, LLC

Halewai'olu Senior Development, LLC
737 Bishop Street, Suite 2020
Honolulu, Hawaii 96813

With copy to: The Michaels Development Company
2 Cooper Street, 14th Floor
Camden, NJ 08102

(3) STATE OF HAWAII

Hawaii Housing Finance and Development Corporation
State of Hawaii
Department of Business, Economic Development and Tourism
677 Queen Street, Suite 300
Honolulu, Hawaii 96813

P. Paragraph Titles. The titles of provisions stated in this Agreement are included only for the convenience of the parties. They shall not be considered in the construction of the provisions stated in this Agreement.

Q. Required Actions by the Parties. Each party named in this Agreement agrees to execute the Agreement and to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement.

R. Severability. If any provision stated in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated herein.

S. Survival. Any representation and warranty stated in this Agreement made by a party shall survive the termination of the agreement, unless otherwise specifically stated.

[The remainder of this page is *intentionally left blank. The signature page follows.]*

IN WITNESS WHEREOF, the undersigned parties have signed this instrument as of the date first written above.

DEVELOPER:

HALEWAI'OLU SENIOR DEVELOPMENT, a Hawaii limited liability company

By _____

By: Halewaiolu-Michaels, LLC
Its Managing Manager
Karen Seddon

APPROVED AS TO FORM:

By _____

Deputy Attorney General
for the State of Hawaii

HHFDC:

HAWAII HOUSING FINANCE AND DEVELOPMENT CORPORATION

By _____

[NAME]
Its Executive Director

APPROVED AS TO FORM AND LEGALITY:

By _____

Deputy Corporation Counsel
for the City and County of
Honolulu

CITY:

CITY AND COUNTY OF HONOLULU

By _____

[NAME]
Its Acting Director of the
Department of Planning and
Permitting

Notary Page

Exhibit A PROPERTY

DESCRIPTION

[This is a blank page]

Appendix I
NEPA EA and Appendices
(see separate PDF file)

[This is a blank page]

Appendix J
Resolution 16-70, CD1, FD1
Adopted

[This is a blank page]

RECEIVED MAY 09 2016

OFFICE OF THE CITY CLERK
CITY AND COUNTY OF HONOLULU
530 SOUTH KING STREET, ROOM 100
HONOLULU, HAWAII 96813-3077
TELEPHONE: (808) 768-3810 • FAX: (808) 768-3835

GLEN I. TAKAHASHI
CITY CLERK

KIMBERLY L. RIBELLIA
DEPUTY CITY CLERK

May 5, 2016

Halewaiolu Senior Development, LLC
737 Bishop Street, Suite 1520
Honolulu, HI 96813

Dear Sir or Madam:

It is my pleasure to inform you that Resolution 16-70, CD1, FD1 approving and authorizing the Mayor or the Mayor's designee to enter into a development agreement between the City and County of Honolulu and Halewaiolu Senior Development, LLC, for the development of a senior affordable rental project and community center at 1331-1347 River Street (TMK (1) 1-7-006:012), was adopted by the Council of the City and County of Honolulu on Wednesday, May 4, 2016.

Sincerely,

GLEN I. TAKAHASHI
City Clerk

ml

Attachment

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII

No. **16-70, CD1, FD1**

RESOLUTION

APPROVING AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU AND HALEWAIOLU SENIOR DEVELOPMENT, LLC, FOR THE DEVELOPMENT OF A SENIOR AFFORDABLE RENTAL PROJECT AND COMMUNITY CENTER AT 1331-1347 RIVER STREET (TMK (1) 1-7-006:012).

WHEREAS, in September of 2013, the Council of the City and County of Honolulu (the "City Council") adopted Resolution 13-167, CD1, FD1, which urged the Administration to issue a Request for Proposals for a senior housing complex together with a low-rise community center on the city-owned property located at 1331-1347 River Street, Honolulu, Hawaii, and further identified as Tax Map Key No. (1) 1-7-006:012 (the "Property"); and

WHEREAS, pursuant to said Resolution and Section 28-3.4 of the Revised Ordinances of Honolulu 1990, as amended ("ROH"), on July 3, 2014, the Department of Community Services issued a Request for Proposals – Halewaiolu Residences ("RFP") to solicit proposals from qualified entities for the long-term leasehold interest in the Property to provide housing for low to moderate income households and a senior community center; and

WHEREAS, on or before September 5, 2014, developers submitted their development proposals in response to the RFP, and subsequently on or before November 17, 2014, the qualified developers submitted their Best and Final Offers to the City; and

WHEREAS, the City's Evaluation Committee evaluated the proposals and Best and Final Offers, as well as the proposer's responses to additional questions posed by the City; and

WHEREAS, on April 6, 2015, the City notified The Michaels Development Company I, L.P. ("Michaels") that its proposal was identified as the most advantageous to the City based on the criteria set forth in the RFP; and

WHEREAS, the City and Michaels began negotiating the terms of a Development Agreement and Lease for the affordable senior housing project with a community center, known as Halewaiolu Residences (the "Project"), and recently agreed to the terms of the Development Agreement and reached substantial agreement on the terms of the Lease, as provided in the form of the Development Agreement attached hereto as Exhibit "A" (which includes the form of Lease); and

RESOLUTION

WHEREAS, on November 6, 2015, in accordance with Section 28-3.4(c)(2), ROH, a written public report was submitted to the City Clerk identifying Michaels' proposal as the top-rated proposal and the results of the City's negotiations with Michaels regarding the proposed project; and

WHEREAS, Michaels has formed, registered and designated Halewaiolu Senior Development, LLC, a Hawaii limited liability company ("Developer"), to enter into the Development Agreement and Lease with the City; and

WHEREAS, the Developer seeks a 65-year Lease term with the option to extend the term up to a total of 75 years upon mutual agreement with the City to comply with the affordability requirements of the Developer's potential funding sources; and

WHEREAS, the proposed development will consist of at least 151 affordable residential rental units for seniors age 62 and older, in two multi-story towers with a common elevator core, a parking garage, and a recreation deck and rooftop garden for the residents and their guests; and

WHEREAS, the affordable rental units will all be rented to seniors with incomes below 80% of the U.S. Department of Housing and Urban Development ("HUD") area median income levels for the City and County of Honolulu, with the vast majority of the units dedicated to seniors with incomes below 60% of the HUD area median income level; and

WHEREAS, the Project will also consist of a community center that will be open to the general public and commercial space that will primarily target and serve persons who reside or work in the surrounding neighborhood, and shall not promote or facilitate illegal activity or create a nuisance; and

WHEREAS, as provided in the RFP, the Developer will be paying the City nominal lease rent equal to $1,614.00 per year during the first 30 years of the Lease term, which equates to (a) no lease rent for the affordable rental portion of the Property; (b) $1,180.00 per year for the community center portion of the Property; and (c) $434.00 per year for the commercial portion of the Property, with modest rent increases at regular intervals thereafter; and

WHEREAS, pursuant to Section 28-3.4(g), ROH, the Lease and Development Agreement must be submitted to the City Council for approval by resolution, provided that the Lease may be submitted for City Council approval separately from and subsequent to the Development Agreement; and

RESOLUTION

WHEREAS, Section 28-3.4(g), ROH also provides that the Development Agreement shall indicate the studies and design work which must be satisfactorily carried out and approved as a condition to the execution of the Lease; and

WHEREAS, in accordance with Section 28-3.4(g), the City and Developer intend to submit a separate Resolution seeking City Council approval and authorization to enter into the Lease after the Developer has satisfied all conditions to the execution of the Lease set forth in the Development Agreement; now, therefore,

BE IT RESOLVED by the Council of the City and County of Honolulu that:

1. The Development Agreement is hereby approved substantially in the form attached hereto as Exhibit "A" subject to the Development Agreement being amended prior to execution to include the following amendments as described below:

    a. Item 4.3 — Environmental Review: As part of the requirement that the developer conduct an Environmental Assessment ("EA") or Environmental Impact Statement ("EIS"), include a condition that the EA or EIS evaluate appropriate setbacks or distance from the neighboring crematory stacks that would be considered appropriate for the siting of a senior rental housing facility adjacent to a mortuary;

    b. Item 4.23 — Hazardous Materials Assessments: The Phase 1 environmental site assessment (and Phase 2 environmental site assessment if conducted), including all reports, surveys and/or studies triggered by the Phase 2 environmental site assessment shall be submitted to the City Council and City administration upon completion; and

    c. Item 4.28 — Termination for Infeasibility: If the developer is not able to develop a senior rental housing facility and community center due to any conditions arising under Item 4.28.1 (successful elimination from the Property of Hazardous Materials or the successful elimination or control of adverse geotechnical conditions if any such materials or conditions are discovered), or 4.28.2 (receipt of all necessary federal, state and local governmental approvals and permits, including the lease, environmental reports and statements, entitlements, affordable housing regulatory agreements and governmental financing agreements on terms and conditions that would normally be acceptable to a prudent developer of affordable housing in a similar marketplace and for a project similar to the

Project), the Developer shall provide to the City Council and to the City administration its recommendations for any changes in facility use or the target populations to be served by the proposed development at the project site before taking further action; and

2. The Mayor or the Mayor's designee is hereby authorized to:

   a. Execute the Development Agreement in substantially the form attached hereto as Exhibit "A" conditioned upon the Development Agreement being amended prior to execution to include the above described amendments to the Development Agreement; and

   b. Execute any incidental or related agreements or documents necessary to carry out the project described above, as long as such documents do not increase either directly or indirectly the financial obligation of the City, and except for the Lease between the City and the Developer which shall require the City Council's approval; and

BE IT FURTHER RESOLVED that the Council approves the Development Agreement with the understanding that the Lease shall address the following conditions recommended by the neighboring landowners:

1. The makai residential tower be located at least thirty feet mauka from the parking podium's edge;

2. The Project improvements facing in the Diamond Head direction be set back at least three feet, one inch, from the Project's eastern boundary line, and the Project include maximum ventilation openings, in both the Diamond Head and makai garage walls, beginning at the Diamond Head-makai corners of the garage;

3. The makai garage wall facing the Lum Sai Ho Tong Temple have a minimum ten foot setback;

4. The makai garage wall have a living plant installation; and

5. The Lessee obtain statements from each resident in the development in which the resident acknowledges that the resident will be living next to a mortuary and that the mortuary requests that residents respect the privacy of its operations; and

RESOLUTION

BE IT FURTHER RESOLVED, in the event the environmental review identifies further concerns, the Council will consider these concerns prior to the Council's approval of the lease.

BE IT FINALLY RESOLVED that copies of this Resolution be transmitted to the Director of Budget and Fiscal Services, Director of Community Services, and Halewaiolu Senior Development, LLC, 737 Bishop Street, Suite 1520, Honolulu, Hawaii 96813.

INTRODUCED BY:

Ernest Martin (BR)

DATE OF INTRODUCTION:

March 16, 2016
Honolulu, Hawaii

Councilmembers

DEVELOPMENT AGREEMENT

HALEWAI`OLU SENIOR RESIDENCES
HONOLULU, OAHU, HAWAII

THIS **DEVELOPMENT AGREEMENT** (this "Agreement") is made as of the ___ day of _____, 2016 (the "Effective Date"), by and between the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawaii, with its principal place of business and mailing address at Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813 (the "City"), and **HALEWAI`OLU SENIOR DEVELOPMENT, LLC**, a limited liability company formed under the laws of Hawaii, with its principal place of business in Hawaii and mailing address for purposes of this Agreement at 737 Bishop Street, Suite 1520, Honolulu, Hawaii 96813, Federal Tax Identification No:47-3943334, State Tax Identification No: W51493915-01 (the "Developer").

This Agreement sets forth the terms, covenants and conditions pursuant to which: (i) Developer will obtain a right of entry and investigate the feasibility of financing and developing the Project (defined below); (ii) upon satisfaction of certain conditions precedent, including, without limitation, closing of financing for the Project and the compliance by Developer of all applicable laws, including, without limitation, compliance with the requirements of Chapter 343 (Environmental Impact Statements) of the Hawaii Revised Statutes, as amended ("HRS"), the City will lease to Developer, and Developer will lease from the City, certain real property located at 1331-1347 River Street, Honolulu, Oahu, Hawaii, designated as Tax Map Key No. (1) 1-7-006-012, more particularly described on **Exhibit A** attached hereto (the "Property") and generally depicted on the map attached hereto as **Exhibit B**; and (iii) Developer will develop, construct, manage and operate upon such Property an affordable rental housing project for seniors who are "Qualified Tenants" (defined below), together with a community center and other components (the "Project") more particularly described in Article 2 of this Agreement.

Background

The City owns the Property and issued a Request for Proposals ("RFP") on July 3, 2014, for the development of the Property. The Property was acquired and/or improved with $6,750,000 in funds from the U.S. Department of Housing and Urban Development's ("HUD") Community Development Block Grant ("CDBG") and is therefore currently subject to CDBG restrictions.

The City established a committee (the "Evaluation Committee") to evaluate all timely submitted proposals based on evaluation criteria described in the RFP. Several proposals, including the proposal dated September 5, 2014, submitted by Developer, were submitted.

EXHIBIT A

On November 10, 2014, the Evaluation Committee held discussions with and heard presentations from the top proposers, who were each notified to submit (1) a Best and Final Offer by November 17, 2014, and (2) responses to additional questions by February 12, 2015 (items (1) and (2), collectively, the "BAFO"). Each of those proposers timely submitted its BAFO to the City, and Developer's proposal, as modified by Developer's BAFO (Developer's original proposal, as modified by its BAFO, is called "Developer's Proposal"), was identified by the City as most advantageous to the City based on the evaluation criteria set forth in Section IV.2 of the RFP.

The City notified Developer of its determination on April 6, 2015, and on _____, a report was filed with the City Clerk pursuant to Section 28-3.4(c)(2) of the Revised Ordinances of Honolulu 1990, as amended ("ROH"), regarding the selection of, and results of negotiations with, Developer.

By letter dated _____, 20___, from the Director of the City's Department of Community Services ("DCS") to the Chair and Members of the City Council of the City and County of Honolulu (collectively, the "City Council"), the following document, among others, was presented to it for consideration: Resolution 15-___ authorizing the City's execution of this Agreement. Included in the other documents presented to the City Council was Developer's Proposal. Resolution 15-___ was adopted by the City Council on _____, 20___.

The Lease intended to be entered into between the City and Developer upon satisfaction of certain conditions under this Agreement is substantially in the form attached hereto as **Exhibit C**. The City shall present the final version of the Lease to the City Council for consideration and approval by separate resolution in accordance with Sections 2.2.11 and 6.3 of this Agreement. The Lease, as finally negotiated, shall hereinafter be referred to as the "Lease."

Now, therefore, for good and valuable consideration, including the mutual rights and obligations stated in this Agreement, the City and Developer hereby covenant and agree as follows:

Agreement

The opening paragraphs and Background provisions set forth above, and all Exhibits attached to this Agreement, are hereby incorporated herein and made a part of this Agreement.

ARTICLE 1. PROPERTY DESCRIPTION

1.1 Description. The Property is generally identified as of the Effective Date as Tax Map Key No.: (1) 1-7-006-012, with a land area of 26,925 square feet. A legal description and map of the Property are attached hereto as **Exhibit A** and **Exhibit B**, respectively.

1.2 Land Use Designation and Zoning. The Property is designated on the City's Primary Urban Center Development Plan Land Use Map for medium and higher-density mixed use development. Under the Land Use Ordinance of the City and County of Honolulu, found in ROH Chapter 21, as amended ("LUO"), the Property is zoned BMX-4 Central Business Mixed Use district.

1.3 Leasehold Interest. Subject to certain conditions precedent described in this Agreement, including, without limitation, closing of Developer's financing for the Project costs, Developer's compliance with the requirements of HRS Chapter 343, and City Council approval of the Lease, the City will lease the Property to Developer, and Developer will lease the Property from the City, for the Project for a term of sixty-five (65) years, pursuant to and in accordance with the Lease. Upon terms and conditions agreed to by the parties, the final form of the Lease may provide that the Lease term be extended for a period not to exceed seventy-five (75) years in total.

1.4 "AS IS, WHERE IS". Except as otherwise expressly provided in this Agreement or the Lease, Developer shall accept the Property in its "AS-IS, WHERE-IS AND WITH ALL FAULTS" condition, without any express or implied warranties or representations of any kind whatsoever, whether oral or written, express or implied, from the City or any officers, agents, assigns, employees, consultants and/or contractors, or persons acting for or on its behalf, contained or addressed in any materials (including, but not limited to, the completeness thereof), including, but not limited to: the condition of the soil, subsoil, surface or other physical condition of the Property; the existence or nonexistence of hazardous or toxic materials, wastes or substances or archaeological matters, including without limitation, access, and gathering rights, trails, fishing rights, burial sites and sites of religious significance; the fitness or suitability of the Property for any particular use or purpose; applicable restrictive covenants, governmental laws, rules, regulations, and limitations; the zoning, subdivision, use, density, location or development of the Property; the necessity or availability of any rezoning, zoning variances, conditional use permits, special management area permits, building permits, environmental impact statements and other governmental permits, approvals or acts; the physical condition of the Property, including, without limitation, the structural elements, if any, appurtenances, access, landscaping, and any electrical, mechanical, plumbing, sewage and utility systems, facilities and appliances; the Property's compliance with any building code, Occupational Safety and Health Administration laws and regulations, the Americans with Disabilities Act of 1990, as amended, and other laws, statutes, regulations or ordinances; the size, dimension, or topography of the Property, including, without limitation, any flood hazard area or tsunami inundation area, any surface, soil, geologic, hydrologic, or groundwater conditions or other physical conditions and characteristics of or affecting the Property or adjoining land, such as aircraft overflight, traffic, drainage, flooding, erosion, air, water or minerals; the availability or adequacy of water, sewage, gas, electrical or other utilities serving the Property; and the Property's investment value or resale value.

Developer further acknowledges and agrees that it will be given the opportunity to inspect the Property, and Developer is relying solely on its own investigation of the Property and not on any information provided or to be provided by the City, except with respect to any of the City's warranties and representations expressly stated in this Agreement or the Lease.

Developer further acknowledges and agrees that any information with respect to the Property was obtained by Developer from a variety of sources and that the City has not made, and has no duty to make, any independent investigation or verification of such information and makes no representations as to the accuracy or completeness of such information.

Developer acknowledges and agrees that the City is not responsible for the engineering or construction of any of the existing improvements on the Property.

ARTICLE 2. PROJECT SCOPE

2.1 Project Description. The Project is described more particularly in Section 2.2 below and shall be developed in compliance with the "Project Documents," which comprise the Lease, this Agreement, the RFP and any addenda issued thereto, and Developer's Proposal, which includes the BAFO. All of the Project Documents are incorporated into this Agreement by this reference and made a part hereof. In the event of any conflicts or inconsistencies among the Project Documents, the following shall control, in the following order of priority:

First Priority – the Lease;
Second Priority –this Agreement;
Third Priority – Developer's Proposal, with Developer's BAFO having priority over Developer's original proposal; and
Fourth Priority – the RFP.

2.2 Key Project Components. Developer shall design, construct, manage and operate the Project in accordance with the Project Documents. The purpose of the Project is to provide affordable residential rental units for Qualified Tenants (as defined below). Subject to Section 2.2.10, the key components of the Project are set forth below.

2.2.1 Residential Units: There shall be 150 affordable residential rental units for Qualified Tenants (the "Units") plus one unit for an on-site staff member ("Staff Unit").

2.2.2 "Qualified Tenants": Persons 62 years of age or older at the time of initial occupancy of a Unit ("Elderly Persons") who meet the income limitations for occupancy set forth below shall meet the definition of "Qualified Tenants".

2.2.3 Unit Mix: The Units shall be rented to Qualified Tenants in accordance with the following income and Unit mix; provided, however, that (a) the

below income limits shall be deemed a "ceiling" and (b) there shall be no "floor" for such income limits. Developer shall rent 100% of the Units in the Project to Qualified Tenants with incomes at or below 80% of the area median income for the City and County of Honolulu, adjusted for family size ("AMI"), as determined by the United States Department of Housing and Urban Development ("HUD") and published by the Hawaii Housing Finance and Development Corporation ("HHFDC"). Annual income shall be determined based on rules for low-income housing tax credit projects under 24 Code of Federal Regulations ("CFR") Part 5, Subpart F, also known as Section 8 and Public Housing, and Other HUD Assisted Housing Serving Persons with Disabilities: Family Income and Family Payment. No fewer than 89% of the total number of Units shall be rented to Qualified Tenants with incomes at or below 60% AMI, and no fewer than 5% of the total number of Units shall be rented to Qualified Tenants with incomes at or below 30% AMI. Accordingly, the Units will be used for an eligible CDBG-assisted activity and meet the CDBG national objective described in 24 CFR §570.208(a)(3), a housing activity carried out for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by low- and moderate-income households.

Approx. No. of Units	Type of (No.) Bedroom Unit	AMI Levels, as determined by HUD
8	1	30%
117	1	60%
12	1	80%
10	2	60%
4	2	80%
Total 151		

2.2.4 Parking and Loading. A three-story parking structure, to include a total of 75 parking stalls, at least 10 of which shall be reserved for persons with disabilities in compliance with the Americans with Disabilities Act, as amended ("ADA"), and one (1) loading space (located on the ground floor), all in compliance with the LUO and other applicable law. Use of the parking stalls and loading space shall be restricted to residents, commercial tenants, Community Center (defined below) visitors, and other approved guests. Developer shall not charge residents and their guests for such use without the prior review and written approval of the City, which the City may withhold in its reasonable discretion. Developer may charge Community Center visitors, commercial tenants and other approved guests for parking upon review and approval by the City so long as the rates are reasonable in accordance with 24 CFR §570.200(b)(2) and do not have the effect of precluding low- and moderate-income persons from using the facilities. Public parking shall not be allowed, with or without charge, without prior review and written approval of the City, which the City may withhold in its sole and absolute discretion.

2.2.5 Resident Amenities. The following amenities shall be available exclusively for residents and their guests:

2.2.5.1 A recreation deck on the rooftop of the parking structure.

2.2.5.2 An approximately 4,000 square foot rooftop garden on the rooftop of the Community Center.

2.2.5.3 Computer stations located in a multi-purpose room or other similar common area within the residential tower.

2.2.6 Community Center. A community center of approximately 10,453 square feet (the "Community Center") at the ground floor along the main entry to the residences. The Community Center will include a "Great Room" for events, a warming kitchen, and other activity and meeting spaces for small scale programs and services. Developer shall coordinate with community organizations and governmental agencies for services and programs to be provided or that may be permitted at the Community Center. The Community Center will be open to the public and service the surrounding neighborhood, of which at least fifty-one percent (51%) of the residents are low and moderate income persons according to applicable U.S. census data. The surrounding neighborhood, consisting of Census Tracts 40, 42, 51 and 52 and having an estimated low- and moderate income resident percentage of 62.31% based on data from the 2006-2010 American Community Survey, is more particularly described on **Exhibit D** attached hereto (the "Low and Moderate Income Area"). Accordingly, the Community Center shall be used for an eligible CDBG-assisted activity and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), an activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons.

2.2.7 Retail Space. Developer will provide retail shop space comprising an area of approximately 1,922 square feet configured as two to four small shops with rents to be offered at below-market pricing. The retail space shall primarily target and serve persons who reside or work in the Low and Moderate Income Area, and shall not promote or facilitate illegal activity or create a nuisance. Accordingly, the retail space shall be used for an eligible CDBG-assisted activity and will meet the CDBG national objective described in 24 CFR §570.208(a)(1), an activity, the benefits of which are available to all the residents in a particular area, where at least 51 percent of the residents are low and moderate income persons.

2.2.8 Project Name. The Project shall be called "Halewai`olu Senior Residences." Developer shall not change the name by which the Project is known or identified without the prior written approval of the City.

2.2.9 Commitment to Chinatown Character. The Project is intended to preserve, protect, promote and enhance the history, character and cultural heritage of the area in which the Property is located (the "Chinatown Character"). Although the Property is not located in the Chinatown Special District, the Project

Design, to the extent practicable, shall be generally consistent with the objectives of the Chinatown Special District as set forth in the LUO, to ensure that the Project Design achieves the Chinatown Character.

2.2.10 Modifications. The exact number of Units, Unit mix, Unit affordability mix, square footages, amenities and mixed-use components may be adjusted upon the request of the Developer and reasonable approval of the City based upon the results of Developer's due diligence permitted under Section 4.1 of this Agreement, the requirements of Developer's lenders and investors, and feedback from governmental authorities, community groups and public stakeholders during the design, environmental review and entitlement process. By way of example only, the City and Developer hereby agree that it shall be reasonable for the parties to adjust the Project components as provided for in this Agreement, to the extent necessary to comply with any affordable housing regulatory agreement or similar restrictive conditions or covenants imposed by a governmental agency to be recorded against the Property. Any such modifications shall not significantly deviate from Developer's Proposal and shall be made prior to the submission of the Lease to the City Council for approval, and the final details of all Project components shall be incorporated into such Lease.

2.3 Project Timeline. Developer acknowledges and agrees that there is a critical shortage of affordable housing in the City for Qualified Tenants and that it is a material condition of this Agreement for the benefit of the City that Developer develop, construct, complete, manage and operate the Project in accordance with the development schedule attached hereto as **Exhibit DE** (the "Development Schedule"), subject to the terms, conditions and contingencies set forth in this Agreement. Prior to the execution of the Lease, the Development Schedule shall be updated and a copy shall be provided to the City.

2.4 Project Financing. Developer estimates that, as of the date of Developer's Proposal, the cost to develop and construct and complete the Project is approximately $48,857,455. Subject to the contingencies set forth in this Agreement, Developer shall secure financing adequate to develop, construct and complete the Project prior to the execution of the Lease, substantially in accordance with the budget attached hereto as **Exhibit F**, as may be amended (the "Budget"). Prior to the execution of the Lease, the Budget shall be updated in accordance with Project financing to be obtained upon the execution of the Lease and a copy shall be provided to the City.

2.5 Project Design.

2.5.1 Condominium Property Regime. Subject to the terms and conditions of this Agreement, Developer shall design and construct the Project in accordance with this Agreement and Developer's Proposal (the "Project Design"). Should Developer desire to submit the Property to a condominium property regime pursuant to Chapter 514B, HRS in order to finance the Project, which would require that the City submit its fee simple interest in the Property to the condominium

property regime, the City will consider the same but may withhold its consent and agreement to the same in its sole and absolute discretion.

2.5.2 Community Design Goals. Subject to Section 2.2.10, the Project design shall be sensitive to the surrounding community and incorporate the following design goals to the extent feasible and reasonably practicable:

2.5.2.1 The Project shall set back from the Property line abutting the Lum Sai Ho Tong Temple with building heights graduated from lowest heights on the Makai boundary to higher heights on the Mauka boundary.

2.5.2.2 Building faces particularly on the Makai boundary shall be softened with landscaping or other features, as appropriate.

2.5.2.3 Flexible design of the Community Center to enable performances and other cultural events.

2.6 Indigenous Plants. The Project shall utilize indigenous species of plants for its landscaping whenever and wherever reasonably feasible.

ARTICLE 3. TERM OF DEVELOPMENT AGREEMENT

3.1 This Agreement shall be effective commencing as of the Effective Date and shall terminate on the earliest to occur of: (a) all Units have been rented and are occupied by Qualified Tenants; (b) _____ (the "Completion Date"), which Completion Date is subject to extension in the event of Force Majeure (as defined in Section 14.11 below) or as otherwise provided herein; and (c) the earlier termination of this Agreement pursuant to the terms and conditions hereof. If entitlement, financing or market conditions warrant, City may, in its reasonable discretion, grant Developer an extension of the Completion Date, provided that Developer has made and is making meaningful and substantial progress toward the entitlement, financing and completion of the applicable Units. Developer shall construct the Units in an expeditious manner.

ARTICLE 4. DEVELOPER'S OBLIGATIONS

Developer agrees that, commencing as of the Effective Date, it will undertake the Project so that the Project is completed and operational (i.e., all Units available for rental) on or before the Completion Date, subject to the terms and conditions hereof.

4.1 Due Diligence. Developer shall have the right to perform such due diligence as it deems necessary commencing upon the earliest of: (a) the Effective Date; (b) the date the City has provided Developer with copies of the City Documents, as such term is defined in Section 4.1.1; and (c) the date the City issues to Developer a letter of intent under ROH Section 28-3.4(e) (the "Letter of Intent") indicating that Developer may proceed at its own expense and risk to

initiate and undertake such studies with respect to the Property as Developer may wish. Developer may conduct such due diligence until sixty (60) calendar days after the Effective Date. Due diligence shall be conducted in accordance with the terms of this Agreement and the Letter of Intent.

4.1.1 Developer shall be solely responsible for all items necessary to develop, construct, complete, manage and operate the Project, including but not limited to all due diligence investigations, cost to repair damage to the Property caused by Developer's due diligence investigations, title and survey review, conveyance documents, all costs and expenses, including closing costs, planning costs, onsite and offsite improvements, rezoning, installation and connection of utilities to the Project and cutting, filling and finish grading of the Property. Developer shall also be responsible for conducting all engineering, architectural, archaeological inventory assessments and surveys, and environmental impact assessments and statements related to the Property or existing improvements, or required by the Project or this Agreement, regardless of whether the applicable laws impose the obligation to perform the same on the City or Developer, and on-site and off-site infrastructure requirements. The City shall provide the following documents within five (5) Business Days following the Effective Date (the "City Documents"):

- an estimate of value dated February 21, 2014, prepared by the City Department of Design and Construction.
- field inspection report dated August 11, 2011, prepared by the City Department of Design and Construction;
- 2 maps: one plat map and one topographical map;
- sewer connection application dated January 27, 2014;
- leases for the following tenants:
  - Miki's Florist;
  - Uptown Café, Inc.;
  - Lloyd M. Nakasone;
  - HANAGASA LLC, dba HANAGASA Inn

Developer shall be responsible for the costs of reproduction. In providing such information, City makes no representation or warranty as to the accuracy or completeness of the information provided. Any reliance on this information by Developer shall be entirely at Developer's own risk, and the City shall bear no responsibility or liability therefor.

4.1.2 Within sixty (60) calendar days after the Effective Date, Developer shall notify the City in writing of Developer's acceptance of the Property or its objections to specifically identified conditions of the Property ("Objection Notice"). Upon receipt of an Objection Notice, the City shall have fifteen (15) calendar days (the "City Cure Period") in which to cure, or to agree to cure prior to the closing of the Lease, the objectionable conditions specified in the Objection Notice and to notify Developer of such cure or agreement to cure. Alternatively, the City may elect not to cure, or agree to cure, such objectionable conditions within such period by notifying Developer of such election not to cure within the City Cure Period. If the City fails to cure or to agree to cure such objectionable conditions, whether by written notification or lack of a written response to Developer within the City Cure Period, Developer shall have thirty (30) calendar days following the last day of the City Cure Period either: (a) to terminate this Agreement, or (b) to waive the objectionable conditions and continue to proceed under the terms of this Agreement. If Developer does not respond as specified, Developer shall be deemed to have elected to terminate this Agreement. Any such termination or cancellation of this Agreement by Developer under this Section 4.1.2 shall be without liability, penalty or compensation to either party.

4.2 Copies of Due Diligence to the City. Unless obtained prior to the Effective Date, within three (3) Business Days of receipt by Developer of any non-confidential or non-proprietary due diligence documents obtained from sources other than the City, including without limitation surveys, property inspection reports, title reports, studies, data, evaluations and analyses, received by Developer, Developer shall provide one (1) electronic copy to the City. Developer shall share with the City all non-confidential, non-proprietary documents relating to the Property or Project obtained by it prior to the Effective Date promptly following Developer's receipt thereof.

4.3 Environmental Review. Developer will satisfy all environmental review requirements for the Project pursuant to Chapter 343, HRS and 24 CFR Part 58. Such environmental review shall include, but not be limited to, the preparation of an Environmental Assessment or Environmental Impact Statement, to the extent required and not exempt under the terms of Chapter 343, HRS, and compliance with the rules and regulations of the Office of Environmental Quality Control ("OEQC"). Developer shall be solely responsible for complying with the requirements set forth in Chapter 343, HRS. Developer shall also comply with all required federal environmental requirements under 24 CFR Part 58 to the extent applicable to Developer. All costs associated with the environmental review shall be the responsibility of Developer. The requirements of this Section 4.3 must be satisfied and the applicable challenge periods under Chapter 343, HRS must have expired without a challenge being filed before the Lease can be executed.

4.4 No Strip or Waste; Permitted Uses. Developer shall use and allow the use of the Property and the Project only as permitted under all applicable laws, including the LUO, unless waived or modified by the Exemptions (defined below),

and shall not make, permit or suffer any spoil, nuisance, strip or waste or unlawful, improper, or offensive use of the Property or the Project.

4.5 Construction Industry Standards. All construction shall be performed according to construction industry standards and in a good, workmanlike manner.

4.6 Appointment of a Development Manager. Subject to the terms and conditions of this Agreement, Developer shall devote commercially reasonable effort and energy to the development of the Project. Developer hereby appoints Monika Mordasini-Rossen and Karen Seddon as its development managers (each a "Development Manager"). Any changes or substitutions of said Development Managers shall be subject to the reasonable approval by the City; provided that if any full-time employee of Developer is substituted as a Development Manager, such substitution shall not require the consent of the City so long as the City is notified at least fifteen (15) days in advance, and in writing, of such substitution. The Development Managers shall be experienced and qualified in the type of work involved and shall be directly responsible for managing and facilitating the development of the Project. Each Development Manager shall be the authorized agent of Developer, and the City shall be entitled to receive and reasonably rely upon information from any of the Development Managers to the same extent as if it were from Developer directly. Any information or direction provided by the City to any Development Manager shall be deemed to have been provided to Developer.

4.7 Construction Plans. Based on the Project Design, Developer shall prepare plans, drawings and specifications necessary to obtain building permits (collectively, the "Construction Plans") and shall submit them to the City for its review and written approval on or before the deadline set forth in the Development Schedule and prior to submittal to the applicable agency set forth in the Development Schedule. The Construction Plans (a) shall be consistent with this Agreement and Developer's Proposal, (b) shall comply with all applicable laws and ordinances; and (c) shall be generally consistent with the Chinatown Character. Developer shall promptly provide the City with copies of any material modifications to the Construction Plans which shall be subject to the City's review and written approval. A "material modification" means a change to the Construction Plans which would (i) delay or involve extensions of time with respect to the Development Schedule in excess of 60 days when combined with all other delays and extensions to time; or (ii) increase the costs of construction by more than $500,000.00 when combined with all other cost increases.

4.8 Exemptions. Developer may pursue development of the Project pursuant to Section 46-15.1, HRS, and Chapter 201H, HRS. In connection therewith, Developer may request from applicable authorities exemptions from applicable statutes, ordinances, rules and regulations, including without limitation, those pertaining to planning, zoning, taxation, construction, and land development to undertake the Project (the "Exemptions"). Prior to submitting requests or applications for such Exemptions, Developer shall obtain the City's prior consent

and approval including, if required by applicable law, prior approval by the City Council. In any such events, Developer shall be responsible for obtaining such approvals at Developer's sole cost and expense.

4.9 Existing Tenants. Except as set forth below, Developer shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended ("URA"), and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606(b). Developer shall provide relocation assistance to displaced persons as defined by 24 CFR §570.606(b)(2). If Developer desires to initiate tenant relocation prior to the execution of the Lease, then the Developer shall provide the City with a written request to issue relocation notices under 49 CFR §24.203 and the City shall deliver such notices to the tenants within two (2) weeks' of Developer's request. Developer shall be responsible for timely making any such relocation payments as and when they become due by paying such amounts directly to the tenants or, if required by HUD or applicable law, to the City for payment to the tenants.

4.10 Rental Program. Developer shall develop a rental program prior to the execution of the Lease which shall be subject to the City's prior review and approval, and which rental program shall include the following:

4.10.1 Requirements and procedures for reviewing applications, evaluating applicants, determining eligibility as a Qualified Tenant, selecting renters and renting to Qualified Tenants.

4.10.2 A system for determining preferences by lot, in the event the number of qualified applicants exceeds the number of Units available.

4.10.3 A description of how the rental program will ensure compliance with all applicable laws and standards relating to the rental of real property.

4.10.4 Maximum rents based on Unit type and income level. The affordable Units shall be rented at rates which are determined to be affordable, based on the income level of the tenant. Developer shall agree not to increase rents above the maximum affordable rental rates for the City and County of Honolulu published annually by HHFDC based on income levels and limits established by HUD, adjusted for household income, Unit and family size, and utility allowances.

4.10.5 In establishing the maximum rental rates based on Unit type and income level, the HUD area median income for the following household sizes shall apply, based on the Unit type to be rented:

Unit Type	Household Size
1 bedroom	1-3 persons
2 bedrooms	2-5 persons

4.11 Condominiumization; Legal Description of the Property; Documentation, Recordation and Closing Costs. If the City consents and agrees, in its sole and absolute discretion, to consent to and approve submitting the Property to a condominium property regime at Developer's request, Developer shall be solely responsible for the same, including, without limitation, all costs, including legal costs, incurred by Developer and the City in connection with preparation, review and negotiation of the Project Documents, and all recordation and closing costs required under this Agreement.

4.12 Construction of Improvements. Subject to the terms and conditions of this Agreement, Developer shall construct or cause to be constructed the Project substantially in accordance with the approved Construction Plans. All construction shall be in accordance with the statutes, codes and ordinances of the Federal government, the State and the City.

4.12.1 Unit Amenities. Subject to Section 2.2.10 at a minimum, each Unit shall include a range/oven, range hood, water heater, refrigerator and sink, in standard sizes acceptable to the City and each floor shall have laundry facilities, including washer and dryer, in sizes adequate to the units served and acceptable to the City.

4.12.2 Potable Water. Developer shall be responsible at its sole expense for obtaining potable water for the Project, including any fees or exemptions related to obtaining a potable water allocation and water facilities charges. The City shall cooperate with respect to any application for water service, at no cost or expense to the City.

4.12.3 Sewage. Developer shall be responsible at its sole expense for securing sewage treatment capacity and connection approvals and payment of any facilities charges or exemptions therefrom. The City shall cooperate with respect to any application for sewer service, at no cost or expense to the City.

4.12.4 Disabilities. Developer shall consult with the Disability and Communication Access Board. The Project shall be accessible to and usable by persons with disabilities in compliance with Section 103-50, HRS. Prior to the start of construction, Developer shall submit to the City written evidence that the Disability and Communication Access Board has approved the Project plans. This requirement is in addition to any other applicable requirements for accessibility as may be set forth in the Fair Housing Amendments Act of 1988 (Pub. L. 100-430, approved September 13, 1988) and the Fair Housing Accessibility Guidelines (24 CFR Chapter 1). In addition, the Project shall comply with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §701 et. seq.)

4.12.5 Impact on Waters. Developer shall comply with the provisions of the Clean Water Act and Chapter 342D, HRS, and Chapter 11-55, Hawaii Administrative Rules ("HAR"), relative to the National Pollutant Discharge Elimination System ("NPDES") permit requirements. Developer shall implement

best management practices to eliminate or minimize the impact of its activities on nearby waters, including waters through storm drains and storm water runoff, and shall not proceed with construction until the applicable NPDES permits are obtained. Developer shall ensure that its contractors understand and comply with the permit requirements.

4.12.6 Energy Conservation. The Project shall comply, to the extent reasonably possible, with Section 196-9, HRS, related to energy conservation. Developer's proposed sustainability design concepts in Developer's BAFO, which may include a Geoexchange system and other efforts to promote sustainability and minimize energy consumption, should be further evaluated for the Project.

4.12.7 Market Analysis. The City may require Developer to submit a current comprehensive market analysis substantiating the feasibility of the Project. The specifications and scope of the market study shall be reasonably determined by the City and subject to Developer's reasonable approval; provided, however, the City agrees that a standard market study prepared for Developer's Tax Credit (defined below) application or institutional lenders or investors shall be sufficient in specifications and scope.

4.12.8 Termites. Developer shall adequately protect the Project against termites in the design and construction of the Project and shall implement an ongoing extermination maintenance program.

4.12.9 Archaeological Sites. Prior to doing any work on the Property, Developer shall consult with the State Historic Preservation Division ("SHPD") of the Department of Land and Natural Resources ("DLNR") and shall, at its own expense, observe and comply with all requirements for the identification, protection and preservation of burial and significant archaeological sites at the Property.

4.12.10 Maintenance of Site. Commencing on the effective date of the Lease, Developer shall be responsible at its sole expense for the maintenance of the Property, including, but not limited to, the area from the Property boundary to the nearest street curb.

4.12.11 On-site and Off-site Infrastructure and Costs. Subject to the terms and conditions of this Agreement, Developer shall be responsible to build and maintain all on-site and associated off-site infrastructure, including but not limited to, planning, design, payment of permit fees (or exemptions therefrom) for such infrastructure such as roadways, waterlines, sewers, drainage, and electrical, telephone, gas and cable television lines, conduits, and hookups within the Property including the Retail Spaces. Prior to issuance of the Notice to Proceed by the City, Developer shall obtain the approval of the Board of Water Supply, Department of Environmental Services, Hawaiian Electric Company and all other required entities for all connections to off-site infrastructure and for roadway access improvements. Developer shall be responsible for paying or obtaining

exemptions from the respective entities of any and all applicable charges associated with connections to off-site infrastructure and access improvements.

4.12.12 Chapter 104, HRS. To the extent applicable, Developer shall comply with the provisions of Chapter 104, HRS, relating to prevailing wage rates. Developer, its contractors and subcontractors shall pay all mechanics and laborers employed on the Project, minimum prevailing wages for the corresponding work classifications as determined by the Director of Labor and Industrial Relations of the State of Hawaii, pursuant to Chapter 104, HRS. A certified copy of each weekly payroll shall be submitted to the City on a weekly basis beginning no later than twenty-one (21) calendar days after the end of the first weekly payroll period, with certified copies of all prior weekly payrolls included with the initial submittal. Developer shall be responsible for the timely submission of certified copies of payrolls of all subcontractors. The certification shall affirm that payrolls are correct and complete, that the wage rates contained therein are not less than the applicable rates, and that the classifications set forth for each laborer and mechanic conform with the work performed. If certified payrolls are not submitted on a timely basis, or if the City finds that any laborer or mechanic employed on the Project has been or is being paid less than the applicable prevailing wage, or has not received the laborer's or mechanic's full overtime compensation, the City may take appropriate action in accordance with HRS Section 104-21, the City may, by written notice to Developer, terminate Developer's right, or the right of any contractor or subcontractor, to proceed with the work or with the part of the work in which the required wages or overtime compensation have not been paid and may complete such or part by contract or otherwise, and Developer and its sureties shall be liable to the City for any excess costs occasioned thereby.

4.12.13 Noise and Dust Abatement. Developer shall implement best management practices to minimize noise and dust and their impacts on neighboring properties and the public, to the maximum extent practicable. Developer shall respond to and address all complaints in a manner satisfactory to the City. Developer shall comply with all laws and regulations governing dust, noise and other nuisances; however, such compliance shall not limit or satisfy Developer's obligation to take all reasonable measures to minimize the impacts of its construction activities.

4.13 Public Presentations about the Project. Developer shall be responsible for Project presentations to the applicable Neighborhood Board, City Council, State of Hawaii Legislature and interested community groups, and public officials as reasonably requested by the City (upon no less than seventy-two (72) hours' notice) or required by law.

4.14 Publicity and Project Signage. Developer shall have sole responsibility for funding the advertising and promotional program for the Project. The advertising and promotional program shall disclose the fact that the Project is being developed by Developer with assistance from the City. All of Developer's

advertising and promotional program materials shall be subject to review and prior approval of the City, which approval shall not be unreasonably withheld. The City shall be given fifteen (15) Business Days to provide comments to Developer. If no comments are received, the materials shall be deemed approved.

During construction, Developer shall provide signs to identify the Project. The signs shall be erected at locations mutually agreed to by Developer and the City at the Project site. Signs shall be properly erected and kept clean and legible. After the Completion Date, Developer shall remove the signs.

4.15 Construction Financing – Interim and Permanent Financing.

4.15.1 The City acknowledges that Developer intends: (a) to develop the Project as a low-income housing project and to apply for and receive an award from the Hawaii Housing Finance and Development Corporation ("HHFDC") of federal and state low-income housing tax credits ("Tax Credits") and/or low-income housing bonds ("Bonds") pursuant to the provisions of Section 42 of the Internal Revenue Code of 1986, as amended (the "Code"), HRS Section 235-110.8 and other applicable laws; (b) to have HHFDC allocate Tax Credits and/or Bonds to the Project; and (c) to seek other affordable housing loans, grants, subsidies or financing for the Project from the City, State, HUD, other Federal agencies, or other affordable housing programs promulgated under City, State or Federal law, rules or regulations. Developer shall be responsible for using commercially reasonable efforts to secure all funding necessary for the development, construction and operation of the Project, subject to Section 4.27 hereof. This Agreement does not constitute any commitment by the City to lend or grant money for the Project, nor any covenant by Developer that Tax Credits, Bonds or other financing will be granted by the City, State, HUD or other Federal agencies.

4.15.2 Developer shall provide the City with evidence reasonably satisfactory to the City that Developer has secured financing adequate to cover the Project costs as described in the Budget, as may be updated from time to time, prior to execution of the Lease.

4.15.3 Notwithstanding the foregoing, the parties acknowledge and agree that the Project has received permanent assistance in the form of land from HUD under the CDBG program, based on the City's earlier acquisition of the Property using a combination of CDBG funds ($6,750,000) and City funds ($1,700).

4.16 Assumption of Risk and Liability. Developer shall assume sole and complete risk and liability for the development of the Project.

4.17 Sexual Harassment. Developer shall comply with the City's sexual harassment policy (ROH Chapter 1, Article 18), attached hereto as **Exhibit G** and made a part hereof.

4.18 Developer's Cooperation. Developer shall keep the City fully informed as to the status of all approvals and delays and at all times to act in good faith, reasonably and in full cooperation with the City in connection with the construction and development of the Project.

4.19 Observance of Laws, Ordinances and Regulations. Developer, its officers, agents, assigns, employees, consultants and/or contractors, or persons acting for or on its behalf, shall comply with all applicable laws, ordinances, codes, rules, regulations, guidelines and policies of the Federal, State and City governments, and any order or direction of any governmental agency or court.

4.20 Safe, Sanitary and Orderly Condition. Developer, its officers, agents, assigns, employees, consultants and/or contractors, or persons acting for or on its behalf, shall keep the Property and any improvements in a safe, clean, sanitary and orderly condition.

4.21 Information to be Provided by Developer. On or prior to the end of each calendar quarter, Developer shall furnish (i) an update to the Development Schedule, showing Developer's progress to date and estimated time for completing the Project (each significant design phase for preparing the Project plans shall be indicated), and (ii) an update to the Budget, showing Developer's estimated costs for developing and constructing the Project, including Developer's estimates of costs incurred to date and to be incurred over the remainder term of development.

4.22 Notice of Claims. Developer shall notify the City immediately when Developer becomes aware of any demand, litigation, claim or enforcement action brought or threatened, of any kind, which might subject Developer or the City to any governmental fines or penalties, or which might subject the City to liability, in any amount. Developer shall notify the City immediately when Developer becomes aware of any written demand, litigation, claim or enforcement action brought or threatened, of any kind, relating to the Property or Developer's activities under this Agreement, which might subject Developer, but not the City, to liability in an amount in excess of $100,000, whether or not covered by insurance.

4.23 Hazardous Materials Assessments. Developer shall conduct at its own cost, a Hazardous Materials Survey, a Phase 1 environmental site assessment (pursuant to ASTM E1527-13) and a Phase 2 environmental site assessment if warranted by the Phase 1 environmental assessment. The Phase 1 environmental site assessment (and Phase 2 environmental site assessment if conducted, including all reports, surveys and/or studies triggered by the Phase 2 environmental site assessment) shall establish the baseline environmental condition of the Property for purposes of defining Developer's environmental obligations. As used herein, "Hazardous Materials Survey" means a hazardous materials survey of asbestos-containing materials, lead-based paint, and other hazardous materials which may be found in an existing building, and which survey

may be prepared and submitted as part of a Phase 2 environmental site assessment.

4.24 Hazardous Materials. Developer shall not cause or permit the escape, disposal, or release (as defined below) of any Hazardous Materials (as defined below).

4.24.1 Developer shall not allow any Hazardous Materials on the Property, except as authorized by law and for use in the ordinary course of Developer's business, and then only in accordance with construction industry standards and after written notice is given to the City. The City may object to and prohibit the presence, storage or use of any such Hazardous Materials on the Property in the City's sole and absolute discretion. If any lender or governmental agency shall ever require testing to ascertain whether or not there has been any escape, disposal or release of Hazardous Materials by Developer, then Developer shall be responsible for all costs. In addition, Developer shall execute affidavits, representations and the like from time to time at the City's reasonable request, concerning Developer's best knowledge and belief regarding the presence, escape, disposal or release of Hazardous Materials on the Property.

4.24.2 Developer agrees to defend, indemnify, and hold harmless the City from any actions, claims, damages or injury resulting from the presence, escape, disposal or release of Hazardous Materials on the Property occurring while Developer is in possession of the Property, or elsewhere if caused by Developer or persons acting under Developer. Developer shall not be responsible for, and Developer shall not defend, indemnify or hold harmless the City from any actions, claims, damages or injury resulting from the presence, escape, disposal or release of Hazardous Materials on the Property occurring prior to Developer's possession of the Property (as established by the Phase 1 and/or Phase 2 environmental site assessment, including all reports, surveys and/or studies triggered by the Phase 2 environmental site assessment) or which may migrate onto the Property, at any time, from an adjacent property or properties at no fault of Developer. This covenant shall survive the expiration or earlier termination of this Agreement.

4.24.3 In the event of a spill, release, escape, or discharge of Hazardous Materials ("release") on the Property while Developer is in possession of the Property, or adjacent to the Property if caused by Developer or persons acting under Developer, Developer shall take immediate corrective action to correct or remove the cause of the release, shall contain, clean, remove, and remediate any resulting contamination, and shall restore the Property and any affected areas and waters to a condition that is acceptable to and that meets all applicable standards of the governmental agencies with applicable jurisdiction, such as the State Department of Health ("DOH") and the United States Environmental Protection Agency ("EPA"). Developer shall also be responsible for all associated reporting requirements. Developer shall undertake all of these obligations at its sole cost and expense.

4.24.4 Developer shall maintain and employ debris, pollution, and contamination control measures, safeguards, and techniques to prevent debris, pollution, or contamination to ocean waters, streams or waterways resulting from the activities of Developer, its contractors and agents, in connection with the Property.

4.24.5 If Hazardous Materials are encountered on or adjacent to the Property, Developer shall immediately notify the City and shall immediately cease all activity that may disturb or otherwise contribute to a release. Developer shall not be responsible for such Hazardous Materials if Developer can establish, based upon the Phase 1 and/or Phase 2 environmental site assessment (including all reports, surveys and/or studies triggered by the Phase 2 environmental site assessment), that the Hazardous Materials were present before Developer occupied the Property, and were not the result of Developer's use or occupancy of the Property.

4.24.6 Developer shall ensure that all waste generated from its demolition and construction activities shall be properly handled and disposed of, at its own expense, in accordance with all applicable laws and regulations.

4.24.7 For purposes of this Agreement:

4.24.7.1 "Environmental Laws" shall mean all federal, state and local laws of every nature, including statutes, ordinances, rules, regulations, codes, notices, standards, directives of every kind, guidelines, permits, licenses, authorizations, approvals, interpretations of the foregoing by any court, legislative body, agency or official, judicial decisions, judicial and administrative orders, rulings or judgments, or rules of common law which currently are in effect or which may come into effect through enactment, issuance, promulgation, adoption or otherwise, which in any way may pertain to, relate to, or have any relevance to the environment, health or safety. Environmental Laws include, but are not limited to, regulations and orders of the EPA and DOH.

4.24.7.2 "Hazardous Substance" shall include any chemical, substance, radioactive materials, organic or inorganic material, controlled substance, object, condition, waste, living organism, or combination thereof which is, may be in the future, or has been determined by state or federal authority under any Environmental Law to be hazardous to human health or safety or detrimental to the environment. This term shall include, but not be limited to, petroleum hydrocarbons, asbestos, radon, polychlorinated biphenyls, methane, fuels of any kind, and other materials or substances that are, or may in the future be, regulated by the DOH or federal authorities.

4.24.7.3 "Hazardous Materials" shall mean any pollutant, toxic substance, hazardous waste, hazardous material, Hazardous Substance, and/or oil as defined in or pursuant to the Resource Conservation

and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, or any other federal, state or local Environmental Laws, regulations, ordinances or rules, whether existing or subsequently enacted.

4.25 Transit Oriented Design. The Project is located within the proposed Downtown Neighborhood Transit-Oriented Development Plan, which is a community-based plan that focuses on the areas surrounding three (3) planned rail transit stations in downtown Honolulu that are in the process of being developed by the City under the provisions of the LUO ("TOD Plan"). Developer is encouraged to participate in the promulgation of the TOD Plan and the resulting TOD zone, the process for which is described in the LUO, and Developer shall comply with the requirements of the adopted TOD Plan and TOD Zone to the extent applicable to the Project.

4.26 Compliance with CDBG Requirements.

4.26.1 Overview. Developer acknowledges that the Property was acquired and/or improved with funds from the HUD CDBG program and is therefore currently subject to CDBG restrictions. Developer shall (a) comply with all applicable CDBG legal requirements with respect to the Property and the Project, including requirements set forth under 24 CFR Part 570 and further described herein; and (b) fully cooperate with the City and HUD to achieve compliance therewith, including, if required, execution and recordation of CDBG regulatory agreements, or amendments thereto.

4.26.2 City Cooperation. Without limiting the foregoing, the City agrees to reasonably cooperate with Developer in order that Developer may comply with the foregoing, which cooperation shall include, but shall not be limited to, (i) forwarding copies of all notices and/or correspondence the City receives from HUD which directly affect or may affect the Project or the Property; (ii) cooperating with the Developer and HUD for the submission of any reports, records, notices or submittals which are required to be delivered to HUD with respect to the Project or the Property; and (iii) reasonably cooperating in its role as the "responsible entity" under 24 CFR Part 58 by accepting the environmental review prepared by Developer (so long as such environmental review satisfies the requirements of 24 CFR Part 58 in the City's reasonable discretion) and delivering such report to HUD pursuant to 24 CFR Part 58.

4.26.3 Change of Use Designation. Notwithstanding the foregoing, the parties agree and acknowledge that it shall be the City's sole responsibility, at its sole cost and expense, to commence, oversee and complete a "change of use" designation under 24 CFR §570.505 indicating that the Project will carry out one of the national objectives by benefitting low- and moderate-income families prior to the execution of the Lease.

4.26.4 Investment Allocation. [The City acquired the Property using $6,750,000 in CDBG funds (99.97% of the acquisition cost) and $1,700 in City funds (0.03% of the acquisition cost). In addition to the CDBG and City investments, Developer's estimated investment in the Property and the Project shall be included in the Lease, with their respective investment percentages calculated accordingly].

4.26.5 Limitation of Liability. Developer shall not be responsible for any demands, claims, fines, penalties, lawsuits, orders, or other enforcement or administrative actions arising from or in connection with alleged noncompliance with CDBG requirements, including any demands for repayment of CDBG funds used to acquire the Property, where the alleged noncompliance: (i) is within the exclusive control of the City and/or its employees; or (ii) does not relate to the Property or the Project.

4.26.6 CDBG Use and Affordability Restrictions. Upon the execution of the Lease, Developer shall comply with CDBG use and affordability restrictions applicable to Developer's use of and activities on the Property from the date of initial occupancy of the Project for a period to be determined in consultation with HUD and set forth in the lease (the "Use Restriction Period"). The Use Restriction Period shall be extended for any period of time that the City, with the concurrence of HUD, or HUD independently, determines that Developer has not complied with CDBG requirements. The length of the extension shall correspond to the time period during which Developer was found to be noncompliant with the terms of CDBG requirements. Notwithstanding the foregoing, Developer shall comply with all use and affordability requirements set forth in the Lease for the entire term of the Lease. The use of, and activities upon, the Property shall at all times comply with all applicable CDBG requirements and other laws.

Should HUD or the City determine that the Developer has not complied with CDBG requirements during the Use Restriction Period, the Property and the Project shall be subject to 24 CFR 570.503(b)(7)(ii). If the City and the Developer cannot bring the Project into compliance with CDBG regulations, the City and the Developer shall pay to the CDBG program an amount equal to the current market value of the Property less any portion of the value attributable to expenditures of non-CDBG funds for the acquisition of, or improvement to, the Property.

Without limiting the foregoing, the parties acknowledge and agree that the Lease will contain at a minimum the following:

4.26.6.1 The Lease shall specify that neither the Property nor the Improvements shall be used for the general conduct of government or for political activities except as authorized by 24 CFR §570.207;

4.26.6.2 The Lease shall specify that a disposition of all or a portion of the Project by Developer may generate CDBG program income

payable by Developer, based upon the CDBG investment allocation described in Section 4.26.4 above at the time of disposition;

4.26.6.3 The Lease shall specify the term of the compliance period, as well as the requirements for enforcement, including reversion of asset under 24 CFR §570.503(b)(7);

4.26.6.4 The Lease shall specify the type of record keeping that the lessee under the Lease will be required to undertake pursuant to 24 CFR §570.506 in order to ensure compliance with CDBG administrative requirements, including evidencing compliance with eligible activities and national objective criteria;

4.26.6.5 The Lease shall specify the type of record retention that the lessee under the Lease will be required to undertake pursuant to 24 CFR §570.502(b)(3)(ix) in order to ensure compliance with CDBG administrative requirements, including evidencing compliance with eligible activities and national objective criteria;

4.26.6.6 The Lease shall specify the type of reporting requirements that the lessee under the Lease will be required to undertake pursuant to 24 CFR §570.503(b)(2) and §570.507 in order to ensure compliance with CDBG administrative requirements, including evidencing compliance with eligible activities and national objective criteria

4.26.6.7 The Lease shall specify that the lessee under the Lease will be responsible for complying with all applicable environmental laws, regulations and rules, to the extent applicable to it, and in order that the City may carry out its responsibilities vis-à-vis HUD;

4.26.6.8 The Lease shall confirm that the lessee under the Lease will be responsible for complying with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR Part 24 and 24 CFR §570.606;

4.26.6.9 The Lease shall confirm that the lessee under the Lease will be responsible for complying with the HUD Lead-Based Paint Regulations at 24 CFR §570.608, and 24 CFR Part 35, Subpart B; and,

4.26.6.10 The Lease shall confirm that the lessee under the Lease will be responsible for complying with applicable federal nondiscrimination laws and policies.

4.26.7 Inspections and Monitoring. During normal business hours, all of Developer's records relating to the Property and the Project shall be made available for examination by the City, HUD, and the Comptroller General of the United States and/or their representatives.

4.27 Financing Contingency. Notwithstanding anything in this Agreement to the contrary, at any time prior to the execution of the Lease, Developer may terminate this Agreement upon prior written notice to the City if Developer determines that it is unable to obtain Tax Credits, Bonds or other financing acceptable to Developer, in its sole discretion, as Developer determines is necessary or prudent to construct and operate the Project in a timely manner after exercising commercially reasonable efforts and due diligence to secure such financing. If Developer properly elects to terminate this Agreement pursuant to this Section 4.27, this Agreement and the rights and obligations of the City and Developer shall be cancelled and of no further force or effect, except as otherwise expressly provided in Section 14.23 of this Agreement.

4.28 Termination for Infeasibility. Notwithstanding anything in this Agreement to the contrary, the parties acknowledge that Developer's ability to perform certain responsibilities hereunder prior to the execution of the Lease are contingent upon actions by third parties over which Developer has limited or no control, or upon factual circumstances which cannot be determined as of the Effective Date. The parties therefore agree that the following matters are conditions precedent to Developer's ability to execute the Lease and to proceed with the development of the Project and to fulfill the terms and conditions of this Agreement ("Development Contingencies"), so long as Developer uses its best efforts to achieve such Development Contingencies. Such Development Contingencies are as follows:

4.28.1 The successful elimination from the Property of Hazardous Materials (defined above) or the successful elimination or control of adverse geotechnical conditions if any such materials or conditions are discovered.

4.28.2 The receipt of all necessary federal, state and local governmental approvals and permits, in final and non-appealable form, including without limitation, the Lease, environmental reports and statements, entitlements, affordable housing regulatory agreements, and governmental financing agreements on terms and conditions that would normally be acceptable to a prudent developer of affordable housing in a similar marketplace and for a project similar to the Project.

4.28.3 The receipt of federal, state, local governmental or other third-party funds necessary to conduct the environmental planning and feasibility studies for the Project pursuant to Chapter 343, HRS.

If after the best efforts of Developer a Development Contingency does not or cannot occur in a manner consistent with the development plan for the Project and in a manner which reasonably permits the accomplishment of the Project in accordance with this Agreement, the parties will attempt to revise the development plan in a mutually acceptable fashion by extending deadlines, revising budgets or otherwise. If the parties cannot agree as to a revision of the development plan, within 60 days after written notice that a Development Contingency has not

occurred or cannot occur, Developer or the City may terminate this Agreement. In the event of a termination for infeasibility as provided in this Section 4.28, neither party shall have any liability to the other pursuant to this Agreement, and the rights and obligations of the City and Developer shall be cancelled and of no further force or effect, except as otherwise expressly provided in Section 14.23 of this Agreement.

ARTICLE 5. CITY'S OBLIGATIONS.

5.1 Cooperation.

5.1.1 The City and Developer shall keep the other fully informed as to the status of all approvals and delays for which each party is responsible, and shall at all times act in good faith, reasonably and in full cooperation with the other party in connection with the entitlement, construction, development, financing and operation of the Project, except where this Agreement provides that a party shall have sole and absolute discretion. Such cooperation shall include, but not be limited to, the following:

5.1.1.1 Responding to all requests for review, consent and approval within ten (10) Business Days of the receipt of such request, unless a different time period is expressly required hereunder or mutually agreed to by the parties; provided, however, that if circumstances prevent the City from responding within such time period, the City shall notify Developer, provide Developer with a reasonable estimate of when the City expects to respond, and shall respond within a reasonable time thereafter; provided further that the requests for review shall not include City regulatory agency reviews (e.g., permit applications to be reviewed by the Department of Planning and Permitting) or any other reviews that are not deemed the responsibility of the City Liaison (as defined below) by the terms of this Agreement.

5.1.1.2 In connection with any reasonable request by a requesting party hereto for a consent or approval required under this Agreement, not unreasonably conditioning, delaying or withholding such consent or approval, except where this Agreement provides that a receiving party shall have sole and absolute discretion;

5.1.1.3 Expressing support for the Project, and facilitating, supporting and cooperating in various community and public stakeholder meetings and discussion forums, at no cost to the City; and

5.1.1.4 Supporting and assisting Developer with the City Council approval process.

5.2 Appointment of City Liaison. The City hereby appoints Sandra Pfund as its primary contact person and manager of the Project and the Property on behalf of the City ("City Liaison"). This City Liaison shall only be responsible and

able to speak to contractual obligations and issues arising directly under this Agreement and pertaining to the City's proprietary capacity as a party to this Agreement. The City Liaison shall not, under any circumstances, be authorized or available to address or comment on questions of Project entitlements, legality or compliance with City ordinances, codes, rules or other requirements – all such questions being answerable or addressable only by the responsible City Departments in the ordinary course of their operations. The City shall have the right to change or substitute said City Liaison at any time, so long as the Developer is notified at least fifteen (15) days in advance, and in writing, of such substitution The City Liaison shall be the authorized agent of the City for purposes of carrying out the City's contractual rights and obligations under this Agreement, and as limited above, and Developer shall be entitled to receive and rely upon information from the City Liaison as it pertains to rights and obligations under this Agreement, to the same extent as if it were from the City directly. Any information or direction provided by Developer to the City Liaison pertaining to rights and obligations under this Agreement, and as limited above, shall be deemed to have been provided to the City. Furthermore, all approvals required to be considered by the City under this Agreement, and as limited above, shall be directed to and answered by the City Liaison, unless otherwise expressly reserved in this Agreement or applicable law for City Council approval.

5.3 Due Diligence Materials. No later than three (3) Business Days following the Effective Date, the City agrees to provide Developer with the City Documents listed in Section 4.1.1 of this Agreement.

5.4 GET and Real Property Tax Exemptions. Upon request by Developer and provided the Project qualifies for an exemption from general excise tax or real property tax under applicable laws, ordinances or rules, the City agrees to cooperate with Developer in submitting claims for exemptions from taxes on behalf of itself or its contractors, consultants, or assigns. Developer shall be responsible for all associated costs.

5.5 Removal of Urban Renewal Plan. As soon as practicable following the Effective Date and in no case later than the execution of the Lease, the City hereby agrees to terminate, release and remove from the Property's record of title any and all encumbrances related to that certain outdated and expired Urban Renewal Plan for the Queen Emma Project dated November 19, 1957, and revised May 12, 1959 ("Urban Renewal Plan"), which Urban Renewal Plan has since expired, including, without limitation, the Urban Renewal Plan, that certain Declaration of Restrictions Affecting Redevelopment Sites in the Queen Emma Project Designated for Commercial Use dated March 17, 1961, and recorded in the Bureau in Liber 4040, Page 112, and that certain Owner-Redevelopment Agreement dated July 17, 1962, and recorded in the Bureau in Liber 4413, Page 8.

ARTICLE 6. CONDITIONS PRIOR TO EXECUTION OF THE LEASE

The conditions that must be satisfied before the Lease is executed are as follows:

6.1 This Agreement shall be approved by the City Council and executed by the City and Developer;

6.2 A public hearing shall be held on proposed lease rent in accordance with ROH Section 28-3.4(h);

6.3 Once the Developer has completed its due diligence investigations pursuant to Section 4.1, finalized the Project scope based on the requirements of Developer's lenders and investors and feedback from governmental authorities, community groups and public stakeholders, and agreed on a final form of the Lease with the City pursuant to Section 2.2.11, the City shall transmit the final version of the Lease to City Council for approval by resolution. The City Council's approval, in its absolute discretion, of the Lease by resolution shall be a condition precedent to the execution of the Lease;

6.4 There shall be no uncured defaults by Developer under this Agreement;

6.5 The Construction Plans shall have been approved by the City and by the Disability and Communication Access Board, pursuant to Sections 4.7 and 4.12.4 herein;

6.6 A rental program shall have been approved by the City pursuant to Section 4.10 herein;

6.7 Developer shall have consulted with SHPD and have evidence of an understanding regarding historic preservation requirements for the Project. If an archaeological inventory survey is required, that shall be completed prior to the execution of the Lease;

6.8 Developer shall have provided, to the reasonable satisfaction of the City, evidence that there are funds available and committed to Developer sufficient to pay for one hundred percent (100%) of the Project costs in accordance with Section 4.12 herein;

6.9 Developer shall conduct, at its own cost, a Hazardous Materials Survey, a Phase 1 environmental site assessment (pursuant to ASTM E1527-13) and a Phase 2 environmental site assessment if warranted by the Phase 1 environmental site assessment;

6.10 Developer shall conduct and submit to the City an environmental review as required by 24 CFR Part 58 in compliance with all applicable CDBG legal requirements, including 24 CFR §507.604 and 24 CFR Part 58;

6.11 Developer shall have complied with the requirements of Chapter 343, HRS, and the accepting authority has accepted as final any environmental

assessment or environmental impact statement, to the extent required by law, and no legal challenges shall have been filed in the time allotted pursuant to Section 343-7, HRS;

6.12 Developer shall demonstrate to the City's reasonable satisfaction that it has established a process to work with members of the Chinatown community to coordinate services and programs for the Community Center. This shall include the establishment of an advisory committee which will be composed of representatives from the Chinatown community and Chinatown community organizations, to provide input and suggested guidelines on the operations of the Community Center and its use by various organizations.

6.13 Developer shall have delivered to the City certificates or other satisfactory evidence that Developer has obtained or caused its Contractor (defined below) to obtain the bonds required pursuant to Article 10 of this Agreement.

6.14 In accordance with applicable CDBG legal requirements, City shall have completed the "change of use" designation under 24 CFR §570.505 indicating that the Project will carry out one of the national objectives by benefitting low- and moderate-income families.

ARTICLE 7. CONDITIONS PRIOR TO COMMENCEMENT OF CONSTRUCTION

Developer shall not commence with any part of construction of the Project until a Notice to Proceed has been issued by the City. The Notice to Proceed shall be issued upon Developer's request upon the fulfillment, to the City's reasonable satisfaction, of all of the following conditions precedent:

7.1 Developer shall have performed and complied with all agreements and conditions required to be performed and complied with by Developer pursuant to this Agreement prior to or at Commencement of Construction. As used herein, "Commencement of Construction" shall mean the date that Developer commences actual construction of the Project or any portion thereof after the building permit for such construction has been issued.

7.2 Developer shall furnish to the City evidence satisfactory to the City that Developer has obtained all required permits for the proposed construction, including but not limited to, the applicable NPDES permits and building permits.

7.3 Developer shall furnish to the City one (1) complete set of plans and specifications for the Project approved by the City and the Disability and Communication Access Board.

7.4 Developer shall furnish to the City evidence that Developer has obtained the approvals of the Board of Water Supply, the Department of Environmental Services, Hawaiian Electric Company and all other required entities

for all connections to off-site infrastructure and for roadway access improvements, pursuant to Section 4.12.11 herein.

7.5 Developer shall have entered into one or more construction contracts (collectively, the "Construction Contract") that covers the entire development and construction of the Project. The Construction Contract must be in form and content reasonably satisfactory to the City and shall be assignable to the City upon Developer's uncured breach of this Agreement, subject to the rights of the lender(s) providing financing for the Project and only upon such lender(s)' prior written consent. The general contractor ("Contractor") for the construction of the Project shall be acceptable to the City in its reasonable discretion. Developer shall provide the City a copy of the executed Construction Contract.

7.6 Any contract for architectural services shall be satisfactory to the City and shall be assignable to the City upon Developer's uncured breach of this Agreement, subject to the rights of the lender(s) providing financing for the Project and only upon such lender(s)' prior written consent. Developer shall furnish the City with a copy of the architectural contract.

7.7 Any contract for engineering services shall be satisfactory to the City and shall be assignable to the City upon Developer's uncured breach of this Agreement, subject to the rights of the lender(s) providing financing for the Project and only upon the prior written consent of such lender(s). Developer shall furnish the City with a copy of the engineering contract.

7.8 Developer or its Contractor shall procure and furnish to the City a copy of a performance and payment bond equal to one hundred percent (100%) of the Construction Contract for the work to be commenced as set forth in Article 10 hereinbelow. The City shall be named as a co-obligee on such bond. The Project lender(s) may also be named as co-obligee(s) on such bond.

7.9 Developer shall furnish to the City a construction schedule for the Project and any updates as requested by the City, which schedule shall be subject to the City's reasonable approval and binding upon Developer, subject to the terms and conditions of this Agreement.

7.10 Developer shall furnish to the City a breakdown of the total development cost of the Project, including estimated contingencies.

7.11 Developer shall provide updated evidence reasonably satisfactory to the City that there are funds available and committed to Developer sufficient to pay for one hundred percent (100%) of the total estimated balance of the construction costs.

7.12 The Lease has been fully executed and recorded.

7.13 Developer shall have a waste management plan and a noise and dust abatement plan that have been approved by the City.

7.14 The representations and warranties of Developer contained in this Agreement and otherwise made by or on behalf of Developer in writing, in connection with this Project shall apply.

ARTICLE 8. CONSTRUCTION

8.1 City Inspection. Upon twenty-four (24) hours prior written notice to Developer, the City and its agents, including any appraiser, inspector, architect or engineer who may be retained by the City, shall at all times during the construction of the Project, have the right of entry upon and reasonable access to the Property, subject to safety and other monitoring conditions or requirements reasonably imposed by Developer or the Contractor. They shall have the right to inspect all work done, labor performed and materials furnished in and about the construction site and to inspect all books, contracts, records and papers of Developer relating to the development, financing and construction of the Project under this Agreement. The City and it agents shall not interfere with the work in progress. At least two (2) weeks prior to start of construction, Developer shall furnish the City a current construction schedule, and updated schedules. The City shall be invited to Developer's pre-construction meeting with its Contractor and to Developer's regularly scheduled owner-architect-contractor ("OAC") meetings for the Project.

8.2 Coordination of Construction with Ongoing Activities. Developer shall coordinate its construction on the Property and shall also cooperate with other activities taking place in the vicinity of the Property. Developer shall be responsible for repairing or paying for the costs of repairing any damage that its activities may cause to any existing improvements, other than improvements that are replaced, removed, or demolished as part of the approved construction.

8.3 Submittals to the City Upon Completion of Construction. Within five (5) Business Days of receipt of each item, Developer shall submit the following to the City:

8.3.1 A certification by an architect or engineer duly licensed under the laws of the State of Hawaii that the improvements have been completed in accordance with the Project plans and specifications upon the completion of such work.

8.3.2 One half-sized print set, and an electronic "pdf" file on CD of "as built" drawings reflecting all construction changes, alterations or deletions and bearing the seal and signature of the registered professional engineer or architect, after each increment of construction work has been completed.

8.3.3 All copies of the Certificates of Occupancy issued by the City for the increment of construction work completed.

8.3.4 Copy of the Affidavit of Publication filed at the First Circuit Court of the State of Hawaii indicating that a notice of completion of the applicable increment of construction work has been published.

ARTICLE 9. INSURANCE AND INDEMNITY

9.1 Indemnity. Developer will indemnify, hold harmless and defend the City from and against all claims, demands, losses, judgments, fines or penalties whatsoever for: (a) failure of Developer or its agents and employees to make any required disclosures in connection with the Project to tenants or purchasers or any other person or other entities, as required by law; (b) any misrepresentations made by Developer or its agents and employees in connection with the Project to any person or entity; (c) any failure by Developer, or any person or entity related to Developer's use, occupancy or activity on the Property, to comply with any laws, regulations, ordinances, order or other legal authority; and (d) loss or damage, including property damage, bodily injury, and wrongful death, arising out of or in connection with the development and construction of the Project by Developer, its agents, employees, contractors, subcontractors, or invitees, or in the event of accident, fire or any failure by Developer to keep the Project in a safe condition during the development and construction of the Project; provided that such claims, loss or damage is not the result of the gross negligence or willful misconduct of the City, its agents or employees.

9.2 Insurance.

9.2.1 Developer's Insurance. At all times during the Term and until such time as action against the City, Developer, its Contractor or subcontractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, Developer shall procure and maintain in full force and effect, at Developer's sole expense, any and all insurance that may be required by any laws as they may pertain to Developer's activities under this Agreement, as well as the following policies of insurance in the following amounts:

9.2.1.1 Workers Compensation and Employers Liability Insurance. Developer shall maintain workers compensation and employers liability insurance. Workers compensation coverage shall be in accordance with State statutes. Employers liability coverage shall provide limits of not less than **$1,000,000** each accident for bodily injury by accident or **$2,000,000** each employee, **$2,000,000** aggregate, for bodily injury by disease. The policy will include a waiver of subrogation in favor of Developer.

9.2.1.2 Liability Insurance. Developer shall maintain commercial general liability (CGL) with a limit of not less than **$2,000,000** each occurrence, and **$4,000,000** general aggregate, and **$4,000,000** aggregate for the Project. CGL insurance shall be written on ISO occurrence form, CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent Contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The policy shall be endorsed to redefine the word occurrence to include construction defect coverage. City shall be

included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 (11/85) (or equivalent), and as appropriate CG 20 37 or equivalent and under the commercial umbrella. The policy(ies) shall contain a waiver of subrogation against City.

9.2.1.3 Business Automobile Liability Insurance. Developer shall maintain business auto liability (including no-fault coverage) insurance with a limit of not less than **$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in the performance of this Lease. Business auto coverage shall be written on ISO form CA 00 01 or CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

9.2.1.4 Umbrella/Excess Liability. Developer shall maintain umbrella/excess liability insurance with limits of not less than **$10,000,000** per occurrence combined single limits and aggregate, with the aggregate to apply per project/per location. Such insurance shall be written on an occurrence basis in excess of the underlying insurance described in Sections 9.2.1.1 through 9.2.1.3, which is at least as broad as each of the underlying policies, and otherwise including "pay on behalf" wording, concurrency of effective dates with underlying primary coverages, blanket contractual liability, and construction defect coverage. The amounts of insurance required in Sections 9.2.1.1 through 9.2.1.4 may be satisfied by Developer purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the total limits required under this Section 9.2.1.4.

9.2.1.5 Professional Liability Insurance. Developer shall maintain professional liability insurance with limits of not less than **$1,000,000** per occurrence/annual aggregate, covering the design professionals hired by Developer, their employees and agents, any subcontractors and subcontractors' employees or agents for liability arising out of errors, omissions, or negligence in the performance of professional services under this Agreement. Such insurance shall remain in full force and effect continuously for the period of design and construction of the improvements, and for a period of 3 years following substantial completion of Construction, provided that such coverage is reasonably available at commercially affordable premiums, as mutually determined and agreed. For the purposes of this section, Professional Services has the meaning set forth in Section 103D-104, HRS.

9.2.1.6 Environmental Impairment Liability or Contractors Pollution Liability Insurance. Developer shall maintain, or cause its Contractor to maintain, environmental impairment liability or contractors pollution liability insurance covering third-party injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from

the Property, Developer's activities or completed operations. Such requirement shall commence upon the Commencement of Construction for the Project, and terminate no less than three (3) years after the receipt of the final Certificate of Occupancy for the Project issued by the City for the final increment of construction work completed. City will be named as an additional insured. The limits of coverage will not be less than **$2,000,000**.

9.2.2 Insurance Coverage For Construction Phase. Prior to commencing Construction or site preparation work, Developer shall procure or cause to be procured and maintain (as provided herein), all insurance to cover the demolition, construction and development activities under this Agreement, that may be required by any laws, in addition to the coverages specified in above, and the following types and amounts of insurance described below.

(a) Builders Risk Insurance. Developer shall maintain builders risk insurance covering all risks of physical loss except those specifically excluded in the policy and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, and collapse, earthquake, flood and windstorm. The insurance shall apply on a replacement cost basis. This insurance shall cover the entire work at the site, including all improvements, materials and equipment, and reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work, materials and equipment located away from the site but intended for use at the site, and shall also cover portions of the work, materials, and equipment in transit. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition. The insurance required shall name as insured, the City, the Developer and all subcontractors in the work.

Developer is responsible for paying any portion of any loss not covered because of the operation of any deductible or co-insurance provision applicable to the insurance required herein.

(b) Boiler and Machinery Insurance. Developer shall maintain boiler and machinery insurance covering insured objects, including rooftop HVAC units and any separate heating units or boilers which serve the Property, during installation and testing and until final acceptance, and including mechanical breakdown. Such coverage shall be for the full replacement value without deduction for depreciation. This insurance shall name as insured the City, Developer, and all subcontractors in the work.

(c) Developer shall be responsible for any and all loss or damage to equipment, tools and other personal property, and may at its option purchase insurance to cover such property and equipment.

9.2.3 Nature of Insurance Program. All insurance policies this Agreement requires shall be issued by carriers that: (a) have a policyholders' rating of "A-, VIII" or better, based on the latest rating publication of Property and Casualty Insurers by A.M. Best Company (or its equivalent if such publication ceases to be published); and (b) are lawfully doing business in the State. Developer may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Project, which amount(s) shall equal or exceed the amount(s) required by this Agreement and shall not be reduced for claims made for other properties; and (ii) such policy otherwise complies with this Agreement.

9.2.4 Policy Requirements and Endorsements. All insurance policies required by this Agreement shall contain (by endorsement or otherwise) the following provisions:

9.2.4.1 Contractor Insurance. Developer shall either: (a) include all contractors as insureds under all insurance set forth above, or (b) cause each contractor employed by Developer to purchase and maintain insurance of the types specified above. When requested by the City, Developer shall furnish copies of certificates of insurance evidencing coverage for each contractor.

9.2.4.2 Insureds. Insurance policies shall identify City as an "additional insured" using ISO form CG 20 10 (or equivalent), and during any construction activity the 1 CD 20 37 will also be required. Insurance policies shall name City and Developer as loss payees as their respective interests may appear, and each mortgagee this Agreement allows under a standard noncontributing mortgagee clause. Notwithstanding anything to the contrary, all insurance proceeds shall be paid and applied as this Agreement provides. On all insurance policies where City is named as an additional insured, City shall be an additional insured to the full limits of coverage purchased by Developer even if those limits are in excess of those required under this Agreement.

9.2.4.3 Primary Coverage. All policies shall be written as primary policies not contributing to or in excess of any coverage that City may carry, and Developer's insurers will not seek contribution from other insurance available to City.

9.2.4.4 Contractual Liability. Liability Insurance policies shall contain contractual liability coverage, for Developer's indemnity obligations under this Agreement, to the extent covered by customary contractual liability insurance coverage. Developer's failure to obtain such contractual liability coverage shall not relieve Developer from any indemnity obligation under this Agreement.

9.2.4.5 Severability of Interest. Liability insurance policies shall contain a clause clarifying that, except with respect to coverage limits, the insurance applies separately to each insured and that the policy covers claims or suits by one insured against other, to the extent customarily covered by liability insurance policies.

9.2.4.6 Notice to City. All policies required hereunder shall be written to provide not less than thirty (30) days prior Notice of cancellation or material change to City; provided that upon Developer's request, City shall allow Developer to assume this obligation if Developer demonstrates that its insurers will not provide such notice at a reasonable cost.

9.2.5 Waiver of Certain Claims. Notwithstanding anything to the contrary contained in this Agreement, Developer and City each waive any right of recovery against the other party and against any other party maintaining a policy of property insurance with respect to this Agreement or the Property, for any loss or damage sustained by Developer or City, as the case may be, that is covered by any policy of property insurance maintained (or required to be maintained under this Agreement) with respect to the Property, or the contents of the same or any operation in the Property, whether or not such loss is caused by the fault or negligence of City or its agents, directors, employees or officers, or is caused by the fault or negligence of Developer or its agents, directors, employees or officers.

9.2.6 Waiver of Subrogation. Developer will require all insurance policies in any way related to the Agreement and secured and maintained by Developer to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the City and all tiers of contractors or consultants engaged by either of them. Developer will require of contractors and consultants, by appropriate written agreements, similar waivers. If Developer's policy of insurance relating to this Agreement or to the Property does not permit the foregoing waiver or if the coverage under such policy would be invalidated as a result of such waiver, Developer shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against City in connection with any claim, loss or damage covered by such policy.

9.2.7 Evidence of Insurance.

9.2.7.1 Upon execution of this Agreement by Developer, Developer shall furnish City with current certificate(s) of insurance, executed by a duly authorized representative of each insurer, certifying that at least the minimum coverages required herein are in effect and specifying that the liability coverages are written on an occurrence form and that the coverages will not be cancelled, non-renewed or materially changed by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to City.

9.2.7.2 Prior to commencing work at the Property, Developer shall furnish City with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance required under Section 9.2.2 above.

9.2.7.3 Upon final acceptance of the Construction, and prior to the use or occupancy of any improvements, Developer shall furnish City with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the applicable insurance required under the Lease.

9.2.7.4 Developer shall provide certified copies of all insurance policies required above within 10 days of the City's written request for said copies.

9.2.7.5 Failure of the City to demand such certificate or other evidence of full compliance with these insurance requirements or failure of City to identify a deficiency from evidence that is provided shall not be construed as a waiver of Developer's obligations to maintain such insurance.

9.2.7.6 The acceptance of delivery by the City of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the City that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Agreement.

9.2.8 Deductibles, Retentions and Co-Insurance. Developer is solely responsible for any loss or portion of loss not covered by the insurance required herein by reason of the application of any deductible, self-insured retention or co-insurance provision of the respective policy(ies), or due to policy limits or exclusions.

9.2.9 Failure to Maintain Insurance.

9.2.9.1 Failure to maintain the required insurance may result in termination of this Agreement at City's option. If the City is damaged by the failure of Developer to maintain insurance as required in this paragraph, then Developer shall bear all reasonable costs properly attributable to that failure.

9.2.9.2 City shall have the right, but not the obligation, to prohibit Developer or any of its contractors from entering the Property until Developer has provided certificates or other evidence that insurance has been placed in complete compliance with these requirements and such certificates have been approved by the City.

9.2.9.3 If Developer fails to maintain the insurance as set forth herein, the City shall have the right, but not the obligation, to purchase

said insurance at Developer's expense. In no event shall the City be liable for payment of premiums due under any policy issued to Developer by reason of the City being added as an 'insured' as required herein.

9.2.10 Additional Insurance. City reserves the right to require additional kinds or amounts of insurance, as may be mutually agreed from time to time. Developer shall periodically, but not less frequently than once every three (3) years, reevaluate the scope of risks covered and the limits of its insurance and, if commercially reasonable, increase such coverage or limits in order to provide coverage for Developer's and City's protection for risks and limits that a prudent business person would provide for property being put to uses similar to those of the Property.

9.2.11 No Representation. City makes no representation that the limits of liability required to be carried by Developer pursuant to this Article are adequate to protect Developer. If Developer believes that any of such insurance coverage is inadequate, Developer shall obtain such additional insurance coverage as Developer deems adequate, at Developer's sole expense. No approval by City of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by City of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible, or to limit Developer's contractual obligations and liabilities, and Developer assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.

ARTICLE 10. PERFORMANCE AND PAYMENT BONDS.

10.1 Acceptable Development Contract Performance and Payment Bonds. Prior to the Commencement of Construction, Developer shall provide or shall cause the Contractor to provide, at no cost to the City, a performance and payment bond covering the cost of the Construction Contract. Acceptable performance and payment bonds shall be limited to surety bonds underwritten by a company licensed or otherwise authorized under applicable law to issue bonds in the State. The bonds must be issued by a corporate surety who is listed on the United States Department of Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" and the A.M. Best rating of the corporate surety issuing such bonds must be rated A or higher. The corporate surety issuing such bonds shall not be a captive or an entity related in any way to Developer.

10.2 Bond Forms.

10.2.1 Developer shall execute or cause the Contractor to execute the surety performance and payment bond substantially in the form attached as **Exhibit H**, or as otherwise reasonably approved by the City.

10.2.2 The Contractor shall be the principal, and the surety shall be a corporate surety satisfactory to the City. A performance and payment bond obtained from a captive insurance company or other entity related in any way to Developer shall not be permitted. The bond shall be conditioned upon the full and proper performance of the work in accordance with the plans and specifications approved by the City and upon the payment of all materials and labor in connection with the development and construction of the Project.

10.3 Contracts with Federal Funds. In addition to the requirements of this section, if the Project is partially or fully funded with Federal funds, the amount of the bonds shall be the amount required by such Federal agency, and the surety companies shall be those listed in the latest issue of the U. S. Treasury Circular 570.

10.4 Payment Claims Against the Payment Bond.

10.4.1 Each person who has furnished labor or material to Developer for the work required under this Agreement for which a payment bond is furnished under this section, and who has not been paid amounts due before the expiration of a period of ninety (90) days after the day on which the last of the labor was performed or material was furnished or supplied, for which a claim is made, may institute an action for the amount, or balance thereof, unpaid at the time of the institution of the action against Developer or Developer and its sureties, on the payment bond and have its rights and claims adjudicated in the action, and judgment rendered thereon; subject to the City priority on the bond, if such priority is approved by the Project's lender(s).

As a condition precedent to any such suit, written notice shall be given by registered or certified mail to Contractor, Developer and surety, within ninety (90) days from the date on which the person did or performed the last labor or furnished or supplied the last of the material for which claim is made, stating with substantial accuracy the amount claimed and the name of the party to whom the material was furnished or supplied or for whom the labor was done or performed

10.4.2 Every suit instituted upon a payment bond shall be brought in the First Circuit Court of the State of Hawaii, but no suit shall be commenced after the expiration of one year after the day on which the last of the labor was performed or material was supplied for the work provided in the Agreement. The obligee named in the bond need not be joined as a party in any suit

10.4.3 With respect to any such payment bond, if the full amount of the liability of Developer or Developer and its sureties on the security is insufficient to pay the full amount of the claims, then after paying the full amount due to the City (if any), the remainder shall be distributed pro rata among the claimants.

10.4.4 Certified copies of bonds may be requested and obtained by any person upon payment of the costs of reproduction and certification of the bonds, and postage. A certified copy of a bond shall be prima facie evidence of the contents, execution, and delivery of the original

ARTICLE 11. EQUAL EMPLOYMENT OPPORTUNITY.

11.1 Developer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex or national origin. Developer will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Developer agrees to post, in conspicuous places available to employees and applicants for employment, notices to be provided by the City setting forth the provisions of this nondiscrimination clause.

11.2 Developer shall, in all solicitations or advertisements for employees placed by or on behalf of Developer, state that all applicants will receive consideration for employment without regard to race, color, religion, sex or national origin.

11.3 Developer will send to each labor union or representative of workers with which Developer has a collective bargaining agreement or other contract or understanding a notice advising the union or worker's representative of Developer's commitment under Section 202 of Executive Order 11246 of September 24, 1965, by the President of the United States (such order, "EO 11246"), and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11.4 Developer will comply with all provisions of EO 11246, and of the rules, regulations and relevant orders of the Secretary of Labor as they may be amended.

11.5 Developer will furnish all information and reports required by EO 11246, and by the rules regulations and orders of the Secretary of Labor. Developer will permit access to its books, records and accounts to the City and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.

11.6 In the event of Developer's noncompliance with the nondiscrimination clauses of this Article 11, or with any of the said rules, regulations or orders, and failure to cure the same as allowed by law, this Agreement may be cancelled, terminated or suspended in whole or in part and Developer may be declared ineligible for further government contracts or federally

assisted construction contracts in accordance with procedures authorized in EO 11246, and such other sanctions as may be imposed and remedies invoked as provided in EO 11246, or by rule, regulation or order of the Secretary of Labor or as otherwise provided by law.

11.7 Developer will include the provisions of Sections 11.1 through 11.6 of this Agreement in every construction contract or purchase order entered into or made by Developer and will require the inclusion of these provisions in every subcontract entered into by any of its contractors, unless exempted by rules, regulations or orders of the Secretary of Labor issued pursuant to Section 204 of EO 11246, so that such provisions will be binding upon each contractor, subcontractors or vendor as the case may be. Developer will take such action with respect to any construction contract, or cause its contractors to take such action with respect to any subcontract, or purchase order as the City or the Secretary of Labor may direct as a means of enforcing such provisions, including sanctions for noncompliance; provided, however, that in the event Developer becomes involved in or is threatened with litigation with a contractor, subcontractor or vendor as a result of such direction by the City, Developer may request the United States to enter into such litigation to protect the interests of the United States. For the purpose of including such provisions in any construction contract, subcontract or purchase order as required hereby, the first three lines of this section shall be changed to read, "During the performance of this contract, the contractor agrees as follows:" and the term "Developer" shall be changed to "Contractor" wherever it appears.

ARTICLE 12. REPRESENTATIONS AND WARRANTIES

12.1 Developer's Representations and Warranties. Developer represents and warrants to the City to the best of its knowledge and belief, as of the Effective Date and as of the date the Lease is executed by Developer, as follows:

12.1.1 Execution of this Agreement on behalf of Developer by the signatory hereto is duly authorized, Developer has the full right and authority to enter into this Agreement and all documents contemplated hereby, and the execution, consent or acknowledgment of no other person is necessary in order to validate the execution of this Agreement by Developer. Upon full execution, this Agreement shall be valid, legally binding and enforceable against Developer according to its terms. Developer and the person signing below for Developer further represent and warrant that there are no restrictions, agreements, or limitations on Developer's right or ability to enter into and perform the terms of this Agreement.

12.1.2 No consents or approvals are required to be obtained from any governmental body or agency for the execution and delivery of this Agreement by Developer or, if required, the same have been obtained.

12.1.3 All tax returns and reports of Developer required by law to be filed have been duly filed and all taxes, assessments, contributions, fees and other governmental charges (other than those presently payable without penalty or interest and those currently being contested in good faith) upon Developer's properties or assets or income which are due and payable have been paid, and Developer has submitted applicable state and federal tax clearance certificates prior to execution of this Agreement.

12.1.4 Developer is not in violation of or in default with respect to any term or provision of any mortgage, indenture, contract, agreement or instrument which materially and adversely affects or will materially and adversely affect the business or prospects or condition (financial or other) of Developer or the Project. The execution, delivery, performance of and compliance with this Agreement will not result in any such violation or be in conflict with or constitute a default under any such term or provision or result in the creation of any mortgage, lien or charge on any of the properties or assets of Developer. There is no term or provision of a mortgage, indenture, contract, agreement or instrument applicable to Developer or by which Developer is bound which materially and adversely affects or will materially and adversely affect the business or prospects or condition (financial or other) of Developer or Developer's properties and assets.

12.1.5 There is no action, suit, proceeding or investigation pending, or to the best of Developer's knowledge, threatened against Developer, or the Project in any court, or before or by any governmental entity from which any adverse decision might materially affect Developer's ability to observe and perform Developer's obligations under this Agreement.

12.1.6 Any financial statements of Developer delivered to the City are true and correct in all respects, have been prepared in accordance with generally accepted accounting practices, and fairly represent the financial condition of Developer as of the date of financial statements. No materially adverse change has occurred in Developer's financial condition since the date of the financial statement. Developer has made no additional borrowings since the date of the financial statement, except those approved by the City.

12.1.7 Developer has made no contract or arrangement of any kind, and has taken no action or failed to take any action that would give rise to a lien on the Project, except for, and to the extent, applications for Project financing result in awards, loans or financing which would result in a lien upon the closing of such financing.

12.2 City's Representations and Warranties. The City represents and warrants to Developer as follows:

12.2.1 Execution of this Agreement on behalf of the City by the signatory hereto is duly authorized, the City has the full right and authority to enter into this Agreement and all documents contemplated hereby, and the execution,

consent or acknowledgment of no other person is necessary in order to validate the execution of this Agreement by the City. Upon full execution, this Agreement shall be valid, legally binding and enforceable against the City according with its terms.

12.2.2 To the City Liaison's actual knowledge, without independent investigation, the City has not received written notice of a violation of any law, ordinance, rule or regulation with respect to the Property

12.2.3 To the City Liaison's actual knowledge, without undertaking any independent investigation, there are no actions, suits, material claims, legal proceedings or any other proceeding pending or threatened before any court or governmental agency, with respect to the Property, including but not limited to eminent domain.

ARTICLE 13. DEFAULT; TERMINATION

13.1 Developer's Default and Consequences. In the event Developer:

13.1.1 fails to perform any of its obligations under this Agreement within the prescribed time period as stated in this Agreement;

13.1.2 fails to perform any of its obligations under the Lease within the prescribed time period as stated in the Lease;

13.1.3 fails to execute the Lease or commence construction by the deadline established by the Project schedule, as may be amended, including but not limited to any such default resulting from Developer's failure to satisfy any of the conditions prior to execution of the Lease (as set forth in Article 6) or prior to Commencement of Construction (as set forth in Article 7); subject, however, to Developer's right to extensions pursuant to Section 3.1 or right to terminate this Agreement in accordance with Sections 4.1.2 and 4.27;

13.1.4 abandons or substantially suspends construction work other than as is expressly contemplated or permitted by this Agreement or in the Lease; or

13.1.5 attempts to transfer the Property or any interest therein, other than as permitted under the Lease;

then the City shall notify Developer in writing of such default.

Developer shall have fifteen (15) calendar days to cure any default which can be remedied and cured by the payment of money. If a default cannot be remedied by the payment of money ("Nonmonetary Default"), Developer shall have thirty (30) calendar days from the receipt of written notice of such default in which to cure such Nonmonetary Default. Developer shall immediately proceed with taking all action necessary to cure the Nonmonetary Default. If a

Nonmonetary Default cannot be cured within said 30-day period, Developer shall submit a written request to the City for an extension of time to cure the Nonmonetary Default supported by the reasons thereof. The City may, within its reasonable discretion, grant such extension. During such period of default, Developer shall continuously and diligently attempt to cure the default, shall as reasonably as possible protect the Project site from loss or damage, and shall maintain the Development Schedule to the extent that it is practicable to do so.

After Developer has been declared in default and provided written notice thereof by the City, and Developer has failed to cure such default within the applicable cure period prescribed above, the City shall have all legal and equitable rights to which the City may be entitled under this Agreement and the laws of the State, including the right to terminate the Agreement.

13.2 City's Default and Consequences. In the event the City fails to perform in a timely manner any of its obligations stated in this Agreement, Developer shall notify the City in writing of its default. If the default is not cured within thirty (30) calendar days of the written notice, or, if not reasonably curable within such 30-day period, cured within such further period of time as may be reasonably requested by City in writing and approved by Developer, so long as the City continuously and diligently attempts to cure the default, then, Developer may terminate this Agreement and/or exercise all rights and remedies available at law or in equity.

13.3 No Waiver. No consent or waiver, expressed or implied, by either party to or of any breach or default by the other party in the performance of its obligations hereunder, shall be valid unless in writing. No such consent or waiver shall be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of any other obligations of such party hereunder. The failure of any party to declare the other party in default shall not constitute a waiver by such party of its rights hereunder, irrespective of how long such failure continues.

13.4 Termination for Illegal Purposes. At any time during the term of this Agreement, the City shall have the right to terminate this Agreement if the Property, or any part of the Property, appurtenances or improvements are used, or intended to be used in any manner to commit or to facilitate the commission of a crime by Developer.

ARTICLE 14. MISCELLANEOUS.

14.1 Amendment. The provisions of this Agreement may be amended only by each party executing a subsequent written Agreement which states each amended provision. The terms of this Agreement may not be waived, modified, or in any way changed by implication, through conduct, correspondence, or otherwise, unless such waiver, modification, or change shall be specifically agreed to in writing by the City and Developer.

14.2 Applicable Law. The provisions of this Agreement shall be interpreted in accordance with the law of the State of Hawaii as that law is construed and amended from time to time.

14.3 Approvals. Any approvals obtained by Developer from the City pursuant to this Agreement shall be for the purposes of this Agreement only. Such approvals shall not be construed to relieve or absolve Developer of compliance with any laws or regulations. Nor shall any such approvals serve as a substitute for, or excuse Developer from obtaining, any required approvals from federal, state, and City agencies.

14.4 Assignment. Neither the entire agreement which is stated in this Agreement nor any interest in it may be assigned by any party for any purpose without the prior written consent of the other party, which may be withheld in such other party's sole and absolute discretion; provided, however, that Developer may, with the prior written consent of the City, which consent shall not be unreasonably withheld or delayed, (i) assign or transfer its rights under this Agreement upon the closing of the construction financing for the Project to an entity that is managed or controlled by Developer or an affiliate of Developer; and (ii) to collaterally assign its rights under this Agreement to any lender and/or investor of the Project. With respect to any requested assignment under (i) or (ii) above, Developer shall provide the City with written notice of such assignment and a copy of the proposed assignment document(s).

14.5 Binding Effect. Upon its execution by each party, this Agreement shall become binding and enforceable according to its provisions. If more than one party is obligated to perform an act by any provisions stated in this Agreement, those parties shall be jointly and severally liable and obligated for the performance of those acts. The rights and obligations of each party named in this Agreement shall bind and inure to the benefit of each party, respectively, and the respective heirs, personal representatives, successors, and assigns of each party.

14.6 City's Right to Amend. Any provision herein to the contrary notwithstanding, during the term of this Agreement, the City reserves the right at any time to amend this Agreement in order to assure compliance with all City and County of Honolulu, State of Hawaii and Federal statutes, laws, and regulations. All such amendments shall be within the general scope of this Agreement. The City shall provide all such amendments in writing to Developer. Subject to Section

4.28 of this Agreement, Developer agrees that it shall immediately take any and all reasonable steps to comply with such amendments and not to jeopardize this Agreement.

14.7 No Party Deemed Drafter. Each party to this Agreement acknowledges and agrees that each party (a) is of equal bargaining strength; (b) has actively participated in the negotiation and preparation of this Agreement; (c) has consulted with its respective legal counsel and other professional advisors as each party has deemed appropriate with respect to this Agreement; and (d) agrees that neither party shall be deemed the drafter of this Agreement and, therefore, no provision stated in this Agreement shall be construed against any party as its drafter.

14.8 Counterparts. This Agreement may be executed by the parties in counterparts, and the counterparts executed by the parties taken together shall constitute a single agreement.

14.9 Business Days. If any dates stated in this Agreement fall on a Saturday, Sunday, or legal holiday observed by the City, State or federal government, such date shall be the following Business Day.

14.10 Defined Terms. Certain terms where they initially are used in this Agreement are set off by quotation marks enclosed in parentheses. Those designated terms shall have the same meaning throughout this Agreement, unless otherwise specifically stated or clearly inappropriate in the context.

14.10.1 "Party" shall mean the City or Developer, and "parties" shall mean the City and Developer.

14.11 Force Majeure. If any party is prevented from performing its obligations stated in this Agreement by any event not within the control of that party including, but not limited to, an act of God, natural disasters, civil unrest, riots, earthquakes, volcanic eruptions, tsunamis, floods, public enemy, acts of terrorism, invasion, rebellion, revolution, act of foreign enemies, war, fire, nuclear event, radioactivity from any nuclear fuel or from any nuclear waste from the combustion of nuclear fuel, radioactive toxic explosive or other hazardous properties of any explosive assembly or nuclear component, an act or failure to act of a government entity (except on the part of the City if the City is claiming an event of Force Majeure), unavailability of materials due to a national or local strike, or actions by or against labor unions (each a event of "Force Majeure"), such party shall not be in default in the performance of its obligations stated in this Agreement; PROVIDED, HOWEVER, that any party delayed by such an event shall request an extension of time to perform its obligations stated in this Agreement by notifying the party to which it is obligated within ten (10) Business Days following the event. If such written notice is provided, the time to perform the obligations stated in this Agreement shall be extended by the number of calendar days of delay caused by

the event. If the required notice is not given by the delayed party, no time extension shall be granted.

14.12 Gender; Number. The use of any gender shall include all genders and the use of any number in reference to nouns and pronouns shall include the singular or plural, as the context dictates.

14.13 Independent Contractor/Non-Agency. There is no partnership, joint venture, employer and employee, master and servant or other agency relationship between the City and Developer, including guarantors. The City is not a developer of the Project or the operator and manager of the Project. Developer, inclusive of any person acting by, through, under or for the benefit of Developer such as, for example, any real estate property manager, shall not represent or hold itself out as being a partner, joint venture, employee, servant or agent of the City. Developer, inclusive of any person acting by, through, under or for the benefit of Developer, does not have the authority to bind, act for or represent the City in any respect.

14.14 Integration. This Agreement contains all of the provisions of the agreements between the parties pertaining to the subject matter stated in this Agreement, except as otherwise provided herein. Each party acknowledges that no person or entity made any oral or written representation on which a party has relied as a basis to enter into the agreement stated in this Agreement which is not included as a provision in it.

14.15 Legal Action and Fees. In the event of any controversy, claim or dispute between the parties hereto arising out of or relating to this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party reasonable expenses, including attorneys' fees and costs.

14.16 Memorandum. Concurrently with the execution and recordation of the Lease, a memorandum of this Agreement shall be executed by the parties with the signatures properly acknowledged by a Notary Public, and recorded in the Bureau of Conveyances, State of Hawaii and/or filed with the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as applicable.

14.17 No Obligations to Third Parties. The execution and delivery of this Agreement shall not confer rights on any person or entity except the parties or obligate the party to any person or entity except the other party.

14.18 Notices. Any notice required or permitted by the provisions of this Agreement to be given by a party to any other party, shall be in writing and either shall be delivered personally or mailed postage prepaid by certified mail, return receipt requested, to the other party at the address and to the person designated by each party as follows:

If to the City:

CITY AND COUNTY OF HONOLULU
Office of Strategic Development
530 S. King Street, Room 306
Honolulu, Hawaii 96813
Attention: Strategic Development Officer

With a copy to:

The Department of the Corporation Counsel
530 S. King Street, Room 110
Honolulu, Hawaii 96813
Attn.: Corporation Counsel

If to Developer:

Halewai'olu Senior Development, LLC
737 Bishop Street, Suite 1520
Honolulu, Hawaii 96813
Attn.: Ms. Monika Mordasini, Vice President of Development
Ms. Karen Seddon, Vice President of Development

With a copy to:

Settle Meyer Law
900 Fort Street Mall, Suite 1800
Honolulu, Hawaii 96813
Attention: Scott Settle

14.19 Headings. The headings of articles, sections and paragraphs in this Agreement are included for convenience only and shall not be considered in the construction of this Agreement.

14.20 Required Actions by the Parties. Each party named in this Agreement agrees to diligently undertake the acts necessary to consummate the transaction contemplated by this Agreement. Each party shall use its best efforts to consummate the transaction contemplated by this Agreement.

14.21 Severability. If any provision stated in this Agreement subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining provisions stated in this Agreement unless that effect is made impossible by the absence of the omitted provision.

14.22 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the respective successors and assigns of the parties hereto (as permitted pursuant to the provisions of this Agreement).

14.23 Survival. The following provisions shall survive the expiration or earlier termination of this Agreement: 4.9 (Existing Tenants), 4.12.5 (Impact on Waters), 4.12.12 (Chapter 104, HRS), 4.14 (Publicity and Project Signage), 4.19 (Observation of Laws, Ordinances and Regulations), 4.22 (Notice of Claims), 4.24 (Hazardous Materials), 4.26 (Compliance with CDBG Regulations), 8.3 (Submittals to the City Upon Completion of Construction), 9.1 (Indemnity), 9.2.9 (Failure to Maintain Insurance).

14.24 Time is of the Essence. Time is of the essence with respect to the performance of the parties' obligations under this Agreement.

IN WITNESS WHEREOF, the City and Developer have executed this Agreement as of the Effective Date.

THE CITY:

APPROVED AS TO CONTENT:

CITY AND COUNTY OF HONOLULU

_____
Director
Department of Community Services

_____
By
Its

APPROVED AS TO FORM
AND LEGALITY:

_____
Deputy Corporation Counsel

DEVELOPER:
HALEWAI'OLU SENIOR
DEVELOPMENT, LLC,
a Hawaii limited liability company

By: Halewai'olu-Michaels, LLC, a Hawaii limited liability company,
Its Managing Member

By _____
Name:
Its

List of Exhibits:
Exhibit A: Property Legal Description
Exhibit B: Property Map
Exhibit C: Lease
Exhibit D: Low and Moderate Income Area
Exhibit E: Development Schedule
Exhibit F: Budget
Exhibit G: City's Sexual Harassment Policy
Exhibit H: Surety Performance and Payment Bond

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

On this _____ day of _____, 20___, before me appeared _____ to me personally known, who, being by me duly sworn, did say that ____ is the _____ of _____, that instrument was signed on behalf of the City and County of Honolulu by authority of its City Council and the said _____ acknowledged the instrument to be the free act of said the City and County of Honolulu.

Notary Public, State of Hawaii

STATE OF NEW JERSEY)
) SS
COUNTY OF)

On this _____ day of _____, 20___, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say and acknowledge that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

_____
Notary Public, State of _____

Print Name: _____
My commission expires:

EXHIBIT A
Property Legal Description

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 6677, Land Commission Award Number 11082 to Kaukoke, Royal Patent Number 1081, Land Commission Award Number 2938, Apana 1 to Huanu no Lahilahi and Royal Patent Number 144, Land Commission Award Number 141, Apana 3 to Makahopu) situate, lying and being on the southeast side of River Street at Honolulu, City and County of Honolulu, State of Hawaii, being LOT 2, BLOCK D of the "QUEEN EMMA PROJECT, T. H. R-1", and thus bounded and described:

Beginning at an "->" on sidewalk at the north corner of this parcel of land, being also the west corner of Lot 3 and on the southeast side of River Street, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUNCHBOWL" being 1372.21 feet north and 3567.50 feet west, thence running by azimuths measured clockwise from true South;

1. 321° 40' 30" 186.77 feet along Lot 3, along the remainder of R. P. 6677, L. C. Aw. 11082 to Kaukoke and R. P. 1081, L. C. Aw. 2938, Apana 1 to Huanu no Lahilahi to a pipe;

2. 51° 40' 30" 199.02 feet along Lot 4, along the remainder of R. P. 1081, L. C. Aw. 2938, Apana 1 to Huanu no Lahilahi to a pipe;

3. 141° 40' 30" 100.00 feet along Lot 1, along the remainders of R. P. 1051, L. C. Aw. 2938, Apana 1 to Huanu no Lahilahi and R. P. 144, L. C. Aw. 141, Apana 3 to Makahopu to a "+" on sidewalk;

4. Thence along the southeast side of River Street, on a curve to the left with a radius of 529.40 feet, the chord azimuth and distance being 208° 151' 39" 202.68 feet, to an "->" on sidewalk;

5. 197° 49' 30" 14.68 feet along same to the point of beginning and containing an area of 26,925 square feet, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR	:	SHANGHAI INVESTMENT COMPANY, INC., a Hawaii corporation
GRANTEE	:	CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii
DATED	:	July 6, 1992
RECORDED	:	Document No. 92-108546

EXHIBIT B

Property Map

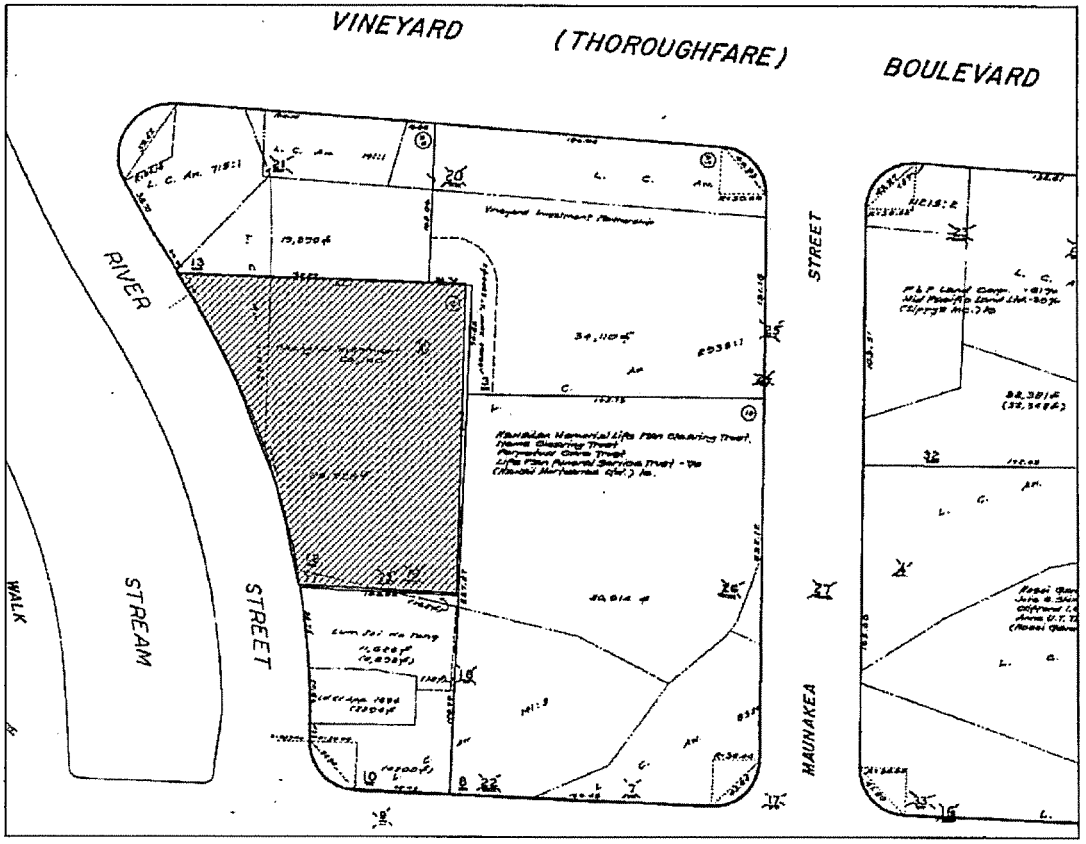


EXHIBIT C

Form of Lease

HALEWAI'OLU SENIOR RESIDENCES

LEASE

between

CITY AND COUNTY OF HONOLULU,
a municipal corporation of the State of Hawai'i

"Lessor"

and

HALEWAI'OLU SENIOR DEVELOPMENT, LLC,
a Hawaii limited liability company

"Lessee"

TABLE OF CONTENTS

ARTICLE 1: DEFINITIONS 1

ARTICLE 2: PREMISES 12
2.1 Premises 12
2.2 Acceptance in Existing Condition 12
2.3 Release of Lessor 13

ARTICLE 3: TERM 13
3.1 Term 13
3.2 Delivery of Possession 14
3.3 No Option to Extend; No Renewal 14

ARTICLE 4: RENT 14
4.1 Fixed Term 14
4.2 Escalation Period 14
4.3 No Offsets 14
4.4 Payment - Generally 15

ARTICLE 5: ADDITIONAL PAYMENTS BY LESSEE; REAL ESTATE TAXES 15
5.1 Net Lease 15
5.2 Real Estate Taxes 15
5.3 Assessments in Installments 15
5.4 BID Decisions 15
5.5 Direct Payment by Lessor 16
5.6 Utilities 16
5.7 Excise Tax 16
5.8 Conveyance Tax 16
5.9 Taxes on Lessee's Business and Personal Property 16
5.10 Tax Exemptions 16
5.11 Lessor Expenses 17

ARTICLE 6: USE 17
6.1 Permitted Use 17
6.2 Prohibited Uses 19
6.3 Exclusive Ownership of Improvements and Control of Premises 19
6.4 Compliance with Laws 19
6.5 Copies of Notices 19
6.6 Entitlements 20
6.7 Illegal Activities 20
6.8 Public Accommodations Laws 20
6.9 Use of Public Buildings by Blind or Visually Handicapped Persons 20
6.10 Project Name 20

ARTICLE 7: MAINTENANCE, REPAIR AND CAPITAL IMPROVEMENTS 20
7.1 Obligation to Maintain 20
7.2 Capital Improvement Obligations 21

ARTICLE 8: CONSTRUCTION 21
8.1 General 21

8.2 Commencement of Construction 21
8.3 Manner of Construction 21
8.4 Permits 21
8.5 Applications 21
8.6 Bond 22
8.7 Completion 22
8.8 Construction Insurance 22
8.9 Ownership 22
8.10 Inspection 22
8.11 Lessee's Covenant 22
8.12 Title Encumbrances 23
8.13 Lease Termination 23

ARTICLE 9: HAZARDOUS SUBSTANCES 23
9.1 Restrictions 23
9.2 Compliance; Clean-Up 23
9.3 Surrender Obligations 23
9.4 Copies of Environmental Reports 24
9.5 Survival 24
9.6 Discharges before Commencement 24

ARTICLE 10: INDEMNIFICATION; LIABILITY OF LESSOR 24
10.1 Obligations 24
10.2 Liability of Lessor 24
10.3 Indemnification Procedures 25

ARTICLE 11: RIGHT OF CONTEST 25
11.1 Lessee's Right; Contest Conditions 25
11.2 Lessor Obligations and Protections 26
11.3 Miscellaneous 26
11.4 Contest Security 27

ARTICLE 12: INSURANCE 27
12.1 Lessee's Insurance 27
12.2 Nature of Insurance Program 29
12.3 Policy Requirements and Endorsements 29
12.4 Waiver of Certain Claims 30
12.5 Waiver of Subrogation 30
12.6 Evidence of Insurance 30
12.7 Deductibles, Retentions and Co-Insurance 31
12.8 Failure to Maintain Insurance 31
12.9 Additional Insurance 31
12.10 No Representation 31

ARTICLE 13: LOSSES AND LOSS PROCEEDS 32
13.1 Notice 32
13.2 Effect of Casualty 32
13.3 Adjustment of Claims; Use of Property Insurance Proceeds 32
13.4 Substantial Condemnation 33
13.5 Insubstantial Condemnation 33
13.6 Temporary Condemnation 33
13.7 Immaterial Loss 33
13.8 Surrender 33

ARTICLE 14: LESSOR'S RESERVED RIGHTS 33
14.1 Inspections 33
14.2 Other Entries by Lessor 33
14.3 Water, Oil, Gas and Mineral Rights 34
14.4 Easements 34
14.5 Development 34
14.6 No Light or Air Easement 34
14.7 General 34

ARTICLE 15: LESSOR'S TRANSFERS 35
15.1 Transfer of Lessor's Interest 35
15.2 Release of Lessor 35
15.3 No Right of First Refusal/No Option to Purchase 35

ARTICLE 16: REGULATORY PROVISIONS 35
16.1 Compliance with CDBG Requirements 35

ARTICLE 17: LESSEE'S TRANSFERS 37
17.1 Lessee's Transfer Right 37
17.2 No Partial Transfers 38
17.3 Notice of Transfer 38
17.4 Expenses 38

ARTICLE 18: SUBLEASES 39
18.1 Residential Tenants 39
18.2 Commercial Tenants 42
18.3 Recordkeeping 43

ARTICLE 19: LEASEHOLD MORTGAGES 44
19.1 Leasehold Mortgage 44
19.2 Protection of Leasehold Mortgagee 44

ARTICLE 20: EQUIPMENT LIENS 45
20.1 Lessee's Rights 46
20.2 Required Provisions for Equipment Liens 46

ARTICLE 21: QUIET ENJOYMENT 46

ARTICLE 22: EVENTS OF DEFAULT; REMEDIES 46
22.1 Definition of "Event of Default" 46
22.2 Remedies 47
22.3 Proceeds of Reletting 48
22.4 Lessee's Late Payments; Late Charges 49
22.5 Lessor's Right to Cure 49
22.6 Holding Over 49
22.7 Waivers; Jury Trial, Redemption 49
22.8 Accord and Satisfaction; Partial Payments 49
22.9 Lessor's Default 50
22.10 Miscellaneous 50

ARTICLE 23: END OF TERM 50

ARTICLE 24: NOTICES 51

ARTICLE 25: ADDITIONAL DELIVERIES; THIRD PARTIES 51
25.1 Estoppel Certificates 51
25.2 Further Assurances 51
25.3 Modification 51
25.4 Lessor's Right to Amend 51
25.5 Successors and Assigns 51

ARTICLE 26: CULTURAL AND ARCHEOLOGICAL 51
26.1 Native Hawaiian Rights 52
26.2 Human Remains; Artifacts; Historical Items 52

ARTICLE 27: MISCELLANEOUS 52
27.1 Due Authorization and Execution 52
27.2 Costs and Expenses; Legal Costs 53
27.3 No Consequential Damages 53
27.4 No Waiver by Silence 53
27.5 Performance Under Protest 53
27.6 Survival 53
27.7 Unavoidable Delay 53
27.8 Broker 53
27.9 Service of Process 54
27.10 Sexual Harassment Policy 54
27.11 Non-Discrimination Policy 54
27.12 Neither Party Agent, Joint Venturer or Partner of the Other 54

ARTICLE 28: INTERPRETATION, EXECUTION, AND APPLICATION OF LEASE 54
28.1 Captions 54
28.2 Counterparts 54
28.3 Delivery of Drafts 54
28.4 Entire Agreement 54
28.5 Governing Law and Venue 55
28.6 Partial Invalidity 55
28.7 Principles of Interpretation 55
28.8 Time of the Essence 55
28.9 Computation of Deadlines 55
28.10 Joint and Several 55
28.11 Relationship Between Lease and Development Agreement 55

LIST OF ATTACHED EXHIBITS:

Exhibit A Legal Description
Exhibit B Additional Permitted Exceptions
Exhibit C Form of Income Certification
Exhibit D Form of Certificate of Continuing Compliance
Exhibit E Notice Addresses (Including Required Copy Recipients)
Exhibit F Service of Process

LEASE

This **LEASE** (this "**Lease**") is made and entered into as of _____, 20___ (the "**Commencement Date**"), between the **CITY AND COUNTY OF HONOLULU**, a municipal corporation of the State of Hawai'i ("**Lessor**"), and **HALEWAI'OLU SENIOR DEVELOPMENT, LLC**, a Hawaii limited liability company ("**Lessee**").

For good and valuable consideration, the sufficiency of which is hereby acknowledged, Lessor hereby leases to Lessee, and Lessee hereby accepts and leases from Lessor, upon the terms and conditions set forth in this Lease and all Exhibits attached hereto, the Premises defined in Section 2.1 below.

ARTICLE 1: DEFINITIONS

The following definitions apply in this Lease:

"**Additional Rent**" has the meaning set forth in Section 5.1 of this Lease.

"**Affiliate**" of any specified Person means any other Person Controlling or Controlled by or under common Control with such specified Person. "**Affiliated**" shall have the correlative meaning.

"**Affordable Rent**" has the meaning set forth in Section 18.1.3 of this Lease.

"**Affordable Rental Housing Area**" means the gross square foot area of the entire Premises, excluding the Community Center Area and Commercial Area.

"**Application**" means any agreement, application, certificate, document, or submission (or amendment of any of the foregoing): (a) necessary or appropriate for any Construction this Lease allows, including any application for any building permit, certificate of occupancy, utility service or hookup, easement, covenant, condition, restriction, subdivision, or such other instrument as Lessee may from time to time reasonably request for such Construction; (b) to allow Lessee to obtain any abatement, deferral, or other benefit otherwise available for Real Estate Taxes; (c) to enable Lessee from time to time to seek any Approval or to use and operate the Premises in accordance with this Lease; or (d) otherwise reasonably necessary and appropriate to permit Lessee to realize the benefits of the Premises under this Lease.

"**Approvals**" means any and all licenses, permits (including building, demolition, alteration, use, and special permits), approvals, consents, certificates (including certificate(s) of occupancy), rulings, variances, authorizations, or amendments to any of the foregoing as shall be necessary or appropriate under any Law to commence, perform, or complete any Construction, use, occupancy, maintenance, or operation of the Premises.

"**Bankruptcy Law**" means Title 11, United States Code, and any other or successor state or federal statute relating to assignment for the benefit of creditors, appointment of a receiver or trustee, bankruptcy, composition, insolvency, moratorium, reorganization, or similar matters.

"**Bankruptcy Proceeding**" means any proceeding, whether voluntary or involuntary, under any Bankruptcy Law.

"Base Rent" has the meaning set forth in Section 4.1 of this Lease.

"BID" means any business improvement district or similar district or program, proposed or actual, that includes, may include, or affects any Premises.

"Building Equipment" means all fixtures incorporated in the Premises owned by Lessor or Lessee and used, useful, or necessary to operate the Improvements (including boilers; compactors; compressors; conduits; ducts; elevators; engines; equipment; escalators; fittings; heating, ventilating and air conditioning systems; utility systems; machinery; and pipes) as opposed to operating any business in the Improvements.

"Business Day" means all days except for Saturdays, Sundays and legal holidays observed by the State, County or the federal government. If a due date determined under this Agreement falls on a Saturday, Sunday or an official State, County or federal holiday, such due date will be deemed to be the next Business Day.

"Casualty" means any damage or destruction of any kind or nature, ordinary or extraordinary, foreseen or unforeseen, affecting any or all Improvements, whether or not insured or insurable.

"Casualty Termination" means a termination of this Lease because of a Substantial Casualty, when and as this Lease expressly allows such a termination.

"Certifying Party" has the meaning set forth in Section 25.1 of this Lease.

"CFR" means the United States Code of Federal Regulations, as may be amended from time to time.

"Chinatown" means roughly the neighborhood in which the Project is located.

"Chinatown Character" means the general history, character and cultural heritage of Chinatown.

"Chinatown Special District" means that certain district defined as the "Chinatown Special District" in the LUO.

"Commercial Area" means the gross square footage underlying the retail shop space located on the ground floor of the Premises.

"Commercial Subleases" has the meaning set forth in Section 18.2.1 of this Lease.

"Commercial Tenants" has the meaning set forth in Section 18.2.1 of this Lease.

"Commencement Date" has the meaning set forth in the opening paragraph of this Lease.

"Community Center" has the meaning set forth in Section 6.1.4 of this Lease.

"Community Center Area" means the gross square footage underlying the Community Center located on the ground floor of the Premises.

"Completion of the Project" means the date when the applicable Government agency issues a temporary or permanent "certificate of occupancy" for the Project.

"Condemnation" means any temporary or permanent taking of (or of the right to use or occupy) all or any portion of the Premises by condemnation, eminent domain or any similar proceeding.

"Condemnation Award" means any award(s) paid or payable (whether or not in a separate award) to either party or its mortgagee after the Commencement Date because of or as compensation for any Condemnation, including: (a) any award made for any Improvements that are the subject of the Condemnation, (b) the full amount paid or payable by the condemning authority for the estate that is the subject of the Condemnation, as determined in Condemnation, (c) any interest on such award, and (d) any other sums payable on account of such Condemnation, including for any prepayment premium under any mortgage.

"Condemnation Effective Date" means, for any Condemnation, the first date when the condemning authority has acquired title to, or possession of, any portion of the Premises subject to the Condemnation.

"Construction" means any alteration, construction, demolition, development, expansion, reconstruction, redevelopment, repair, Restoration, or other work affecting any Improvements, including new construction and replacements. Construction consists of Minor Construction and Major Construction.

"Consumer Price Index" means the index published by the United States Department of Labor, Bureau of Labor Statistics, and now known as the Consumer Price Index for All Urban Consumers (1982-84 = 100), U.S. City average, All Items (or such comparable index as may be utilized in substitution for or as the successor to the stated index). If such index is not published by the United States Bureau of Labor Statistics, or successor agency thereof, at any time during the Term, then the most closely comparable statistics on the purchasing power of the consumer dollar as published by a responsible financial authority and selected by Lessor shall be utilized in lieu of such index.

"Contest" has the meaning set forth in Section 11.1 of this Lease.

"Contest Conditions" has the meaning set forth in Section 11.1 of this Lease.

"Contest Security" has the meaning set forth in Section 11.1.1 of this Lease.

"Control" means possession of the power to direct or cause the direction of the management and policies of such Person, whether by ownership of Equity Interests or by written management authority.

"County" means the City and County of Honolulu.

"Default" means any Monetary Default or Nonmonetary Default.

"Default Interest" means interest at an annual rate equal to the lesser of: (a) the Prime Rate plus four percent (4%) per annum; or (b) the Usury Limit.

"Depository" means a bank or trust company mutually designated by Lessor and Lessee, which is qualified under the Laws of the State and having its principal office in Honolulu, Hawai'i.

"Development Agreement" means that certain Development Agreement dated _____ by and between Lessor and Lessee, approved by the Honolulu City Council via Resolution No. _____.

"Easements" has the meaning set forth in Section 14.4.1 of this Lease.

"Environmental Law(s)" means any Law regarding the following at, in, under, above, or upon the Premises: (a) air, environmental, ground water, or soil conditions; or (b) clean-up, disposal, generation, storage, release, transportation, or use of, or liability or standards of conduct concerning, Hazardous Substances.

"Equipment Lien" means any security interest, financing lease, personal property lien, conditional sales agreement, chattel mortgage, security agreement, title retention arrangement or any similar arrangement (including any related financing statement) for Lessee's acquisition or leasing of any Financed FF&E used in the Premises that is leased, purchased under conditional sale or installment sale arrangements, encumbered by a security interest, or used under a license, provided that each Equipment Lien encumbers or otherwise relates only to the Financed FF&E for which such secured party provides *bona fide* purchase-money financing or a *bona fide* equipment lease, after the Commencement Date. A Leasehold Mortgage is not an Equipment Lien.

"Equity Interest" means all or any part of any equity or ownership interest(s) (whether stock, partnership interest, beneficial interest in a trust, membership interest, or other interest of an ownership or equity nature) in any Person.

"Escalation Period" has the meaning set forth in Section 4.2 of this Lease.

"Event of Default" means those any one of those certain events of default described in Section 22.1 of the Lease, including without limitation a Monetary Default and a Nonmonetary Default.

"Excise Tax" has the meaning set forth in Section 5.7 of this Lease.

"Expiration Date" means the date when this Lease terminates or expires in accordance with its terms, whether on the Scheduled Expiration Date, by Lessor's exercise of remedies for an Event of Default, or otherwise.

"Federal and State Affordable Housing Requirements" means any and all federal and state statutory, executive order and regulatory requirements applicable to any residential units on the Premises as such requirements now exist or as they may be amended from time to time, including, but not limited to, the Housing Act of 1937 as amended (42 U.S.C. §1437 et seq.), or its successor, the HOME Program, all requirements of law relating to any multi-family revenue bonds authorized in connection with the financing of Lessee's acquisition of the Lease, the Tax Credit Requirements (as defined below), and any other housing assistance program funded, insured, or operated by HUD or the State.

"Fee Estate" means Lessor's fee estate in the Premises, including Lessor's reversionary interest in the Premises after the Expiration Date.

"FF&E" means all movable furniture, furnishings, equipment, and personal property of Lessee or anyone claiming through Lessee (excluding Building Equipment) that may be removed without material damage to the Premises and without adversely affecting: (a) the structural integrity of the Premises; (b) any electrical, plumbing, mechanical, or other system in the Premises; (c) the present or future operation of any such system; or (d) the present or future provision of any utility service to the Premises. FF&E includes items such as factory equipment, furniture, movable equipment, telephone, telecommunications and facsimile transmission equipment, point of sale equipment, televisions, radios, network racks, and computer systems and peripherals.

"Financed FF&E" means any FF&E subject to an Equipment Lien in favor of a lessor or lender that: (a) is not an Affiliate of Lessee, and (b) actually provides *bona fide* financing or a *bona fide* equipment lease after the Commencement Date for Lessee's acquisition or use of such FF&E.

"Fixed Term" has the meaning set forth in Section 4.1 of this Lease.

"Government" means each and every governmental agency, authority, bureau, department, quasi-governmental body, or other entity or instrumentality having or claiming jurisdiction over the Premises (or any activity this Lease allows), including the United States government, the State and County governments and their subdivisions and municipalities, and all other applicable governmental agencies, authorities, and divisions thereof.

"Hazardous Substances" includes flammable substances, explosives, radioactive materials, asbestos, asbestos-containing materials, polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, medical wastes, toxic substances or related materials, explosives, petroleum and petroleum products, and any "hazardous" or "toxic" material, substance or waste that is defined by those or similar terms or is regulated as such under any Law, including any material, substance or waste that is: (a) defined as a "hazardous substance" under Section 311 of the Water Pollution Control Act (33 U.S.C. §1317), as amended; (b) defined as a "hazardous waste" under Section 1004 of the Resource Conservation and Recovery Act of 1976, 42 U.S.C. §6901, *et seq.*, as amended; (c) defined as a "hazardous substance" or "hazardous waste" under Section 101 of the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended by the Superfund Reauthorization Act of 1986, 42 U.S.C. §9601 *et seq.* or any so-called "superfund" or "superlien" law; (d) defined as a "pollutant" or "contaminant" under 42 U.S.C.A. §9601(33); (e) defined as "hazardous waste" under 40 C.F.R. Part 260; (f) defined as a "hazardous chemical" under 29 C.F.R. Part 1910; or (g) subject to any other Law regulating, relating to or imposing obligations, liability or standards of conduct concerning protection of human health, plant life, animal life, natural resources, property or the enjoyment of life or property free from the presence in the environment of any solid, liquid, gas, odor or any form of energy from whatever source. The term "Hazardous Substances" for purposes of this Lease shall also include any mold, fungus or spores, whether or not the same is defined, listed, or otherwise classified as a "hazardous substance" under any Environmental Laws, if such mold, fungus or spores may pose a risk to human health or the environment or negatively impact the value of the Premises.

"Hazardous Substances Discharge" means any deposit, discharge, generation, release, or spill of Hazardous Substances that occurs at or from the Premises, or into the Land, or that arises at any time from the use, occupancy, or operation of the Premises or any activities conducted therein or any adjacent or nearby real property, or resulting from seepage, leakage, or other transmission of Hazardous Substances from other real property to the Land, whether or not caused by a party to this Lease and whether occurring before or after the Commencement Date.

"Historic Items" has the meaning set forth in Section 26.2.1 of this Lease.

"Housing Act" means the Housing Act of 1937, as may be amended from time to time.

"HRS" means the Hawaii Revised Statutes, as may be amended from time to time.

"HUD" means the United States Department of Housing and Urban Development.

"Immaterial Loss" means a Casualty or Condemnation where the Loss Proceeds or the Condemnation Award, respectively, is less than $500,000.

"**Improvements**" means all buildings, structures, and other improvements and appurtenances located on the Land.

"**Indemnify**" means, where this Lease states that any Indemnitor shall "**Indemnify**" any Indemnitee from, against, or for a particular matter (the "**Indemnified Risk**"), that the Indemnitor shall indemnify the Indemnitee and defend and hold the Indemnitee harmless from and against any and all loss, cost, claims, liability, penalties, judgments, damages, and other injury, detriment, or expense (including Legal Costs, interest and penalties) that the Indemnitee suffers or incurs: (a) from, as a result of, or on account of the Indemnified Risk; or (b) in enforcing the Indemnitor's indemnity. Indemnitor's counsel shall be subject to Indemnitee's approval, not to be unreasonably withheld. Any counsel satisfactory to Indemnitor's insurance carrier shall be automatically deemed satisfactory.

"**Indemnitee**" means any party entitled to be Indemnified under this Lease and its agents, directors, employees, Equity Interest holders, mortgagees, and officers.

"**Indemnitor**" means a party that agrees to Indemnify any other Person.

"**Institutional Lender**" means a state or federally chartered savings bank, savings and loan association, credit union, commercial bank or trust company or a foreign banking institution (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); an insurance company organized and existing under the Laws of the United States or any state thereof or a foreign insurance company (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); an institutional investor such as a publicly held real estate investment trust, an entity that qualifies as a "REMIC" under the Internal Revenue Code, a syndicator or other entity in the business of low-income housing tax credit investment, or other public or private investment entity (in each case whether acting as principal or agent) which at the date hereof or in the future is involved in the business of investing in real estate assets, security interests or private activity bonds; a brokerage or investment banking organization (in each case whether acting individually or in a fiduciary or representative (such as an agency) capacity); an employees' welfare, benefit, pension or retirement fund; any entity the liabilities of which are insured by a governmental agency, or any combination of Institutional Lenders; or a government-sponsored enterprise, such as the Federal National Mortgage Association (Fannie Mae) or the Federal Home Loan Mortgage Corporation (Freddie Mac); provided, however, that each of the entities above shall qualify as an Institutional Lender only if (at the time it becomes an Institutional Lender) it shall not be an Affiliate of Lessee.

"**Insubstantial Condemnation**" means any Condemnation except a Substantial Condemnation, a Temporary Condemnation, or an Immaterial Loss.

"**Land**" has the meaning set forth in Section 2.1 of this Lease.

"**Land Court**" means the Office of the Assistant Registrar of the Land Court of the State of Hawaii.

"**Law**" or "**Laws**" means all laws, ordinances, requirements, orders, proclamations, directives, rules, and regulations of any Government affecting the Premises, this Lease, or any Construction in any way, including any use, maintenance, taxation, operation, or occupancy of, or environmental conditions affecting, the Premises, or relating to any Real Estate Taxes, or otherwise relating to this Lease or any party's rights and remedies under this Lease, or any Transfer of any of the foregoing, whether in force at the Commencement Date or passed, enacted, or imposed at some later time, and as may be amended from time to time.

"Lease" means this Lease, together with the exhibits attached hereto, as the same may be amended from time to time.

"Lease-Related Documents" has the meaning set forth in Section 27.1 of this Lease.

"Leasehold Estate" means Lessee's leasehold estate, and all of Lessee's rights and privileges under this Lease, upon and subject to all the terms and conditions of this Lease, and any direct or indirect interest in such leasehold estate.

"Leasehold Mortgage" means any first or second mortgage, deed of trust or other security instrument (a) that encumbers the Leasehold Estate or any interest in the Leasehold Estate; (b) a copy of which (whether recorded or unrecorded) is promptly after execution delivered to Lessor, with a certification by Leasehold Mortgagee that the copy is accurate and stating Leasehold Mortgagee's name and Notice address; and (c) that is held by a Leasehold Mortgagee that is an Institutional Lender, subject to the jurisdiction of the courts of the State of Hawai'i.

"Leasehold Mortgagee" means the holder of any Leasehold Mortgage and its successors and assigns.

"Legal Costs" of any Person means all reasonable costs and expenses such Person incurs in any legal proceeding (or other matter for which such Person is entitled to be reimbursed for its Legal Costs), including reasonable attorneys' fees, court costs, and expenses, and in or as a result of any Bankruptcy Proceeding.

"Lessee" means Halewai'olu Senior Development, LLC, a Hawaii limited liability company.

"Lessor" initially means the City and County of Honolulu, a municipal corporation of the State of Hawaii. After every transfer of the Fee Estate made in accordance with Article 15, "Lessor" means only the owner(s) of the Fee Estate at the time in question.

"Liability Insurance" means commercial general liability insurance against claims for personal injury, death, or property damage occurring upon, in, or about the Premises or adjoining sidewalks, providing coverage limits (and subject to increases) as provided in Article 12.

"Loss" means any Casualty or Condemnation.

"Loss Proceeds" means Property Insurance Proceeds and/or Condemnation Award(s).

"LUO" means the County's Land Use Ordinance, codified in Chapter 21 of the ROH.

"Major Construction" means any Construction that is reasonably anticipated to cost in excess of $1,000,000 (which amount shall be increased in proportion to the percentage increase, if any, in the Consumer Price Index since the Commencement Date).

"Market Value" of the Fee Estate or the Leasehold Estate means, as of any date of determination, the present fair market value of such estate (including the fair market value of the rights of the holder of such estate in and to any Improvements) as of such date, considered: (a) as if no Loss had occurred; (b) without adjusting for any expectation of any Loss; (c) as if the Leasehold Estate had not been terminated; (d) taking into account the benefits and burdens of this Lease (including, without limitation, all cash flows and revenues, including developer fees, accruing to or reasonably anticipated to accrue to the holder of the Leasehold Estate), the remaining Term, all Permitted Exceptions, and all other matters affecting such estate and its valuation; and (e) discounting to present value all the obligations and

benefits associated with such estate (including, in the case of the Fee Estate, the Rent and Lessor's reversion). The Market Value shall be determined as if the Term were to continue until the Scheduled Expiration Date, and shall be determined independently of, and without regard to, any valuation established in a Condemnation.

"Minor Construction" means any Construction that Lessee elects in its discretion, or this Lease requires Lessee, to undertake from time to time, except Major Construction.

"Modification" means any abandonment, amendment, cancellation, discharge, extension, modification, rejection, renewal, replacement, restatement, substitution, supplement, surrender, termination, or waiver of a specified agreement or document, or of any of its terms or provisions, or the acceptance of any cancellation, rejection, surrender, or termination of such agreement, document, or terms.

"Modify" means agree to, cause, make, or permit any Modification.

"Monetary Default" means Lessee's failure to pay any Rent or other money (including Real Estate Taxes and insurance premiums) when and as this Lease or the Development Agreement requires.

"Nonmonetary Default" means Lessee's: (a) failure to comply with any affirmative or negative covenant or obligation in this Lease or in the Development Agreement, except a Monetary Default; or (b) breach of any representation or warranty (as of the date made or deemed made).

"Notice" means any consent, demand, designation, election, notice, or request relating to this Lease, including any Notice of Default. Notices shall be delivered, and shall become effective, only in accordance with Article 24.

"Notice of Default" means any Notice claiming or giving Notice of a Default or alleged Default.

"Notice to Proceed" means that certain notice which permits Lessee to commence with the Construction of the Project in accordance with Article 7 of the Development Agreement.

"Notify" means give a Notice.

"Permitted Exceptions" means: (a) the recorded title exceptions affecting the Fee Estate and prior to this Lease as of the Commencement Date, listed as exceptions in Lessee's leasehold policy of title insurance for this Lease; (b) any Subleases existing as of the Commencement Date; (c) any title exceptions (including new Subleases) caused by Lessee's acts or omissions, consented to or requested by Lessee, or resulting from Lessee's Default; (d) any Application made at Lessee's request; (e) any title exceptions resulting from the exercise of the rights reserved to Lessor in this Lease; and (f) the additional matters, if any, listed in **Exhibit B** attached hereto.

"Permitted Uses" means the uses described in Section 6.1 of this Lease.

"Person" means any association, corporation, Government, individual, joint venture, joint-stock company, limited liability company, partnership, general or limited partnership, trust, unincorporated organization, or other entity of any kind.

"Premises" has the meaning set forth in Section 2.1 of this Lease.

"Prime Rate" means the prime rate or equivalent "base" or "reference" rate for corporate loans that is published in the Wall Street Journal as of the applicable date or, if such rate is no longer published,

then a reasonably equivalent rate published by an authoritative third party mutually designated by Lessor and Lessee. Notwithstanding anything to the contrary in this paragraph, the Prime Rate shall never exceed the Usury Limit.

"Prohibited Lien" means any mechanic's, vendor's, laborer's, or material supplier's statutory lien or other similar lien arising from work, labor, services, equipment, or materials supplied, or claimed to have been supplied, to Lessee (or anyone claiming through Lessee), if such lien attaches to the Leasehold Estate or attaches (or may attach upon termination of this Lease) to the Fee Estate. An Equipment Lien is not a Prohibited Lien.

"Project" means that certain affordable rental housing project for seniors, together with a Community Center and other components, to be developed on the Land, and more particularly described in Article VI.

"Property Insurance Proceeds" means net proceeds (after reasonable costs of adjustment and collection, including Legal Costs) of property insurance, when and as received by Lessor, Lessee, Depository, or any mortgagee, excluding proceeds of Lessee's business interruption insurance in excess of Rent.

"Public Accommodations Laws" means all applicable Laws, including, without limitation, Title II and Title III of the Americans with Disabilities Act of 1990 (the "ADA"), the ADA Accessibility Guidelines promulgated by the Architectural and Transportation Barriers Compliance Board, the public accommodations title of the Civil Rights Act of 1964, 42 USC § 2000a *et seq.*, the Architectural Barriers Act of 1968, 42 USC § 4151 *et seq.*, as amended, Title V of the Rehabilitation Act of 1973, the Minimum Guidelines and Requirements for Accessible Design, 36 CFR Part 1190, and the Uniform Federal Accessibility Standards, and any similar Laws now or hereafter adopted, published or promulgated, as the same are now in effect or may be hereafter modified, amended or supplemented.

"Qualified Tenants" means tenants that meet the age and income requirements for a Residential Rental Unit set forth in Section 6.1.1.

"Real Estate Taxes" means all general and special real estate taxes (including taxes on FF&E, sales taxes, use taxes, and the like); BID payments, assessments, municipal water and sewer rents, rates and charges, excises, levies, license and permit fees, fines, penalties and other governmental charges and any interest or costs with respect thereto, general and special, ordinary and extraordinary, foreseen and unforeseen, that before or during the Term and applicable to the Term, or any part of it, may be assessed, levied, imposed upon, or become due but only to the extent payable out of or in respect of, or charged with respect to or become a lien on, the Premises, or the sidewalks or streets located in front of or adjoining the Premises, or any passageway or space in, over or under such sidewalk or street, or any other appurtenances of the Premises, or any FF&E, Building Equipment or other facility used in the operation thereof, or the rent or income received therefrom, or any use or occupancy thereof. "Real Estate Taxes" shall not, however, include any of the following, all of which Lessor shall pay before delinquent or payable only with a penalty: (a) any franchise, income, excess profits, estate, inheritance, succession, transfer, gift, corporation, business, capital levy, or profits tax, or license fee, of Lessor; (b) any item listed in this paragraph that is levied, assessed, or imposed against the Premises during the Term based on the recapture or reversal of any previous tax abatement or tax subsidy, or compensating for any previous tax deferral or reduced assessment or valuation, or correcting a miscalculation or misdetermination, relating to any period(s) before the Commencement Date; and (c) interest, penalties, and other charges for subparts (a) and (b) aforesaid. If at any time during the Term the method of taxation prevailing at the Commencement Date shall be altered so that any new tax, assessment, levy (including any municipal, state or federal levy), imposition, or charge, or any part thereof, shall be measured by or be based in whole or in part upon the Premises and imposed upon Lessor, then all such

new taxes, assessments, levies, Real Estate Taxes, or charges, or the part thereof to the extent that they are so measured or based, shall be deemed to be included within the term "Real Estate Taxes".

"Rent" means the Base Rent, the Additional Rent, and any other amounts required to be paid by Lessee to Lessor under the provisions of this Lease.

"Rent Commencement Date" has the meaning set forth in Section 4.4 of this Lease.

"Rental Period" has the meaning set forth in Section 4.2 of this Lease.

"Requesting Party" has the meaning set forth in Section 26.1 of this Lease.

"Residential Rental Units" means those residential rental units that are designated for occupancy by persons age 62 and older who meet the income qualifications set forth herein, and shall not include the residential unit occupied by the resident staff person.

"Restoration" means, after a Loss, the alteration, clearing, rebuilding, reconstruction, repair, replacement, restoration, and safeguarding of the damaged or remaining Improvements, substantially consistent with their condition before the Loss, subject to such Construction as Lessee shall perform in conformity with this Lease, subject to any changes in Law that would limit the foregoing.

"Restoration Funds" means any Loss Proceeds (and deposits by Lessee) to be applied to Restoration.

"Restore" means accomplish a Restoration.

"RFP" means that certain Request for Proposals issued by the Lessor on July 3, 2014 for the development of the Premises.

"ROH" means the Revised Ordinances of Honolulu, as may be amended from time to time.

"Scheduled Expiration Date" has the meaning set forth in Section 3.1 of this Lease.

"SHPD" has the meaning set forth in Section 26.2.2 of this Lease.

"State" means the State of Hawai'i.

"Sublease" means, for any portion of the Premises, any: (a) sublease; (b) agreement or arrangement (including a concession, license, management, or occupancy agreement) allowing any Person to occupy, use or possess; (c) sub-sublease or any further level of subletting; or (d) Modification or assignment of clause (a) through clause (c) above.

"Sublessee" means any Person entitled to occupy, use, or possess any premises under a Sublease.

"Substantial Casualty" means a Casualty that (a) occurs less than five (5) years before the end of the Term and renders the Premises, in Lessee's reasonable judgment (with Leasehold Mortgagee's consent), not capable of being economically Restored, or (b) pursuant to Law, prevents the Premises from being Restored to substantially the same condition, and for the same use, as before the Casualty.

"Substantial Condemnation" means any Condemnation that takes the entire Premises or so much thereof that the remainder, in Lessee's reasonable judgment (with Leasehold Mortgagee's

consent), is not capable of being Restored to an economically viable whole for the conduct of the Permitted Use specified in Section 6.1.

"**Tax Credit Requirements**" means any and all matters required by Section 42 of the Internal Revenue Code of 1986 (26 U.S.C.), as amended (and the cognate provisions of the laws of the State) and/or any applicable agreement or restrictions relating to the receipt of any federal or State low income housing tax credits in connection with Lessee's activities and obligations under this Lease, whether or not such requirement is explicitly stated in Section 42 or regulations thereunder (or the applicable provisions of the laws of the State and the regulations thereunder).

"**Temporary Condemnation**" means a Condemnation of the right to use or occupy all or part of the Premises for a temporary period of time.

"**Term**" has the meaning set forth in Section 3.1 of this Lease.

"**TOD Plan**" has the meaning set forth in Section 6.1.7 of this Lease.

"**TOD Zone**" means the area(s) designated for transit-oriented development as set forth in the TOD Plan.

"**Transfer**" of any property means any of the following, whether by operation of law or otherwise, whether voluntary or involuntary, and whether direct or indirect: (a) any assignment, conveyance, grant, hypothecation, mortgage, pledge, sale, or other transfer, whether direct or indirect, of all or any part of such property, or of any legal, beneficial, or equitable interest or estate in such property or any part of it (including the grant of any easement, lien, or other encumbrance); or (b) any conversion, exchange, issuance, Modification, reallocation, sale, or other transfer of any Equity Interest(s) in the owner of such property by the holders of such Equity Interest(s). Except as provided below, a transaction affecting Equity Interests, as referred to in clause (b) above shall be deemed a Transfer by Lessee even though Lessee is not technically the transferor. A "Transfer" shall not, however, include any of the foregoing (provided that the other party to this Lease has received Notice thereof) relating to any Equity Interest: (i) that constitutes a mere change in form of ownership with no material change in beneficial ownership and constitutes a tax-free transaction under federal income tax law; (ii) to member(s) of the immediate family(ies) of the transferor(s) or trusts for their benefit; or (iii) to any Person that, as of the Commencement Date, holds an Equity Interest in the entity whose Equity Interest is being transferred. In addition to the foregoing, the trading of an Equity Interest in any entity whose capital stock is listed on a nationally recognized stock exchange shall not constitute a Transfer.

"**Unavoidable Delay**" means delay in performing any obligation under this Lease (except payment of money) arising from or on account of any cause whatsoever beyond the obligor's reasonable control, despite such obligor's reasonable diligent efforts, including industry-wide strikes, labor troubles or other union activities (but only to the extent such actions affect similar premises at that time and do not result from an act or omission of the obligor), the obligor's inability to obtain required labor or materials after commercially reasonable efforts to do so, litigation (unless caused by the obligor) including, without limitation, injunctive or similar relief in connection with any litigation, Loss, accidents, Laws, governmental preemption, war, riots, terrorism, contamination by radioactivity or Hazardous Materials (unless caused by the obligor), fire, explosions, earthquakes, drought, tidal waves, floods, windstorms, natural disaster or other acts of God. Unavoidable Delay shall exclude delay caused by the obligor's financial condition, illiquidity, or insolvency. Any obligor claiming Unavoidable Delay shall Notify the obligee: (a) within ten (10) Business Days after such obligor knows of any such Unavoidable Delay; and (b) within five (5) Business Days after such Unavoidable Delay ceases to exist. To be effective, any such Notice must describe the Unavoidable Delay in reasonable detail. Where this Lease states that performance of any obligation is subject to Unavoidable Delay(s) or words of similar import, such Unavoidable Delay(s) shall

extend the time for such performance only by the number of days by which such Unavoidable Delay(s) actually delayed such performance, plus a reasonable period of time thereafter to mobilize to commence performance.

"**Use Restriction Period**" has the meaning set forth in Section 16.1.5 of this Lease.

"**Usury Limit**" means the highest rate of interest, if any, that Law allows under the circumstances.

"**Year**" means a period of 365 days except in leap years, in which case the period is 366 days.

ARTICLE 2: PREMISES

2.1 Premises. At the Commencement Date, Lessor owns the following real property (collectively, the "**Premises**"): (a) the land described in Exhibit A attached hereto (the "**Land**"); (b) the improvements existing thereon as of the Commencement Date; (c) the appurtenances and all the estate and rights of Lessor in and to the Land; and (d) all Building Equipment attached or appurtenant to any of the foregoing existing as of the Commencement Date. This Lease is subject to the encumbrances described in Exhibit A, the Permitted Exceptions, and any title exceptions resulting from the exercise of the rights reserved to Lessor in this Lease.

2.2 Acceptance in Existing Condition. Except as otherwise provided in the Development Agreement and this Lease, Lessee expressly acknowledges and agrees that Lessor has made no representations or warranties whatsoever, whether express, implied or statutory, with respect to the Premises or any portion thereof, and that Lessor shall not be obligated to provide or pay for any work or services related to the Premises or the operation thereof. Lessee acknowledges that Lessee has inspected the Premises carefully, or has had the opportunity to inspect the Premises carefully, and except as otherwise provided in the Development Agreement and this Lease, accepts the Premises in "**AS IS, WHERE IS AND WITH ALL FAULTS**" condition without warranty, guaranty, liability, or representation whatsoever, express or implied, oral or written, on the part of Lessor, or any Person on behalf of Lessor, regarding the Premises or matters affecting the Premises, including the following:

2.2.1 Physical Condition. The physical condition of the Premises, including the quality, nature, adequacy and physical condition of (a) the Land, including any systems, facilities, access, and/or landscaping; (b) the air, soils, geology, topography, drainage, and groundwater, (c) the suitability of the Land for construction of any future Improvements or any activities or uses that Lessee may elect to conduct on the Land; or (d) the compaction, stability or composition, erosion or other condition of the soil or any fill or embankment on the Land for building or any other purpose;

2.2.2 Improvements. The quality, nature, adequacy and physical condition of any existing Improvements including, without limitation, the structural elements, seismic safety, engineering characteristics, foundation, roof, systems, infrastructure, facilities, appliances, appurtenances, access, landscaping, and/or parking facilities;

2.2.3 Title. The nature and extent of any recorded right of way, lease, possession, lien, encumbrance, license, reservation or other title condition of record as of the Commencement Date affecting the Premises including, without limitation, the existence of any easements, rights of ways or other rights across, to or in other properties that might burden and/or benefit the Premises; provided, however, that Lessor represents and warrants to Lessee that it owns fee simple title to the Land and that

no other party has any right or option to purchase the Land or the Leasehold Estate therein as of the Commencement Date of this Lease.

2.2.4 Compliance. The development potential of the Premises and/or the zoning, land use, or other legal status of the Land or Improvements or compliance with any public or private restrictions on the use of the Land, as the same are in effect as of the Commencement Date or may be hereafter modified, amended, adopted, published, promulgated or supplemented, or the compliance of the Land or Improvements with any applicable Laws;

2.2.5 Hazardous Substances. The presence or removal of Hazardous Substances on, in, under or about the Premises or any adjoining or neighboring property;

2.2.6 Economic Feasibility. Economic conditions or projections, development potential, market data, or other aspects of the economic feasibility of the Premises and/or the business Lessee intends to conduct on the Premises;

2.2.7 Utilities. The availability, existence, quality, nature, adequacy and physical condition of utilities serving the Premises;

2.2.8 Suitability. The use, habitability, merchantability, fitness, suitability, value or adequacy of the Premises for any particular purpose (including, without limitation, the Permitted Use specified in Section 6.1);

2.2.9 Boundaries. The boundaries of the Premises, the location of any Improvements on the Land and/or the existence of any encroachments onto or from any adjacent lands;

2.2.10 Access. Access to the Premises, including from or through any particular route; and

2.2.11 Other Matters. Any matter whatsoever not referenced above that pertains to the Premises.

2.3 **Release of Lessor.** Lessee, on behalf of itself, its agents, directors, employees, Equity Interest holders, mortgagees, and officers, hereby waives, releases and forever discharges Lessor and its agents, directors, employees and officers of and from any and all claims, actions, causes of actions, demands, rights, damages, costs, expenses or compensation whatsoever, direct or indirect, known or unknown, foreseen or unforeseen, which Lessee or any its agents, directors, employees, Equity Interest holders, mortgagees or officers now have or which may arise in the future on account of or in any way related to or in connection with any past, present or future aspect, feature, characteristic or condition of the Premises of the nature and type specified in Section 2.2.1 through Section 2.2.10; provided, however, that this release shall not cover, pertain to, or deem to release any claim of Lessee against Lessor for breach of this Lease or the Development Agreement.

ARTICLE 3:
TERM

3.1 **Term.** The terms and provisions of this Lease shall be effective as of the Commencement Date.

The term of this Lease (the "**Term**") shall be approximately sixty-five (65)[1] years commencing on the Commencement Date and terminating at 11:59 p.m. on _____, 20__ (the "**Scheduled Expiration Date**"), unless terminated sooner in accordance with this Lease.

3.2 **Delivery of Possession**. Lessor shall deliver the Premises to Lessee on the Commencement Date.

3.3 **No Option to Extend; No Renewal**. Lessee shall have no right to extend or renew the Term. Upon expiration or earlier termination of this Lease, Lessor shall have no obligation to extend or renew this Lease, or to enter into a new lease with Lessee.

ARTICLE 4:
RENT

4.1 **Fixed Term**. The net annual rent for the Premises ("**Base Rent**") for the first 30 years of the Term (the "**Fixed Term**") shall be equal to $1,614.00, based on the following:

Area	Annual Amount
Affordable Rental Housing Area	$ 0
Community Center Area	$1,180 (approx. $0.11 per gross square foot)
Commercial Area	$434 (approx. $0.22 per gross square foot)

4.2 **Escalation Period**. Annual Base Rent for each of the following periods (each a "**Rental Period**"): (i) Year 31 through 40; (ii) Year 41 through Year 50; (iii) Year 51 through Year 60; (iv) Year 61 through 65[2] (all of such Rental Periods being collectively called the "**Escalation Period**"), shall be equal to the following:

Rental Period	Base Rent
Year 31 through 40	$2,098.20
Year 41 through 50	$2,308.02
Year 51 through 60	$2,538.82
Year 61 through 65[3]	$2,792.70

4.3 **No Offsets**. Lessee shall pay all Rent without offset, defense, claim, counterclaim, reduction, or deduction of any kind whatsoever.

---

[1] *Note: Prior to the execution of the Lease, the parties may, by mutual agreement, provide Lessee the right to have an extended Term, for a period not to exceed seventy-five (75) years in total, if such extended Term is prescribed by the requirements of Tenant's Institutional Lenders, whereupon this Lease shall be revised accordingly before it is submitted to Council for approval.*

[2] *Note: If the Term is extended to up to 75 years, the rental period would be adjusted accordingly.*

[3] *Note: if the Term is extended to 75 years, the rental period would be adjusted accordingly and for any period between 70 and 75 years, the Base Rent would be equal to $3,071.97.*

4.4 **Payment - Generally.** Lessee shall commence payment of Rent on the 1st day of the 2nd calendar month following the Completion of the Project ("**Rent Commencement Date**") and thereafter, such Rent shall be paid annually in advance on the first day of each Year for which such Rent accrues under this Lease. If the Rent Commencement Date falls on a day other than the first day of the Year, then the Rent for the first fractional year shall be computed on a daily basis from the Rent Commencement Date to the end of the Year and shall be paid accordingly. Lessee shall have the right, but not the obligation, to prepay Base Rent for all or a portion of the Fixed Term or any Rental Period, in advance.

ARTICLE 5:
ADDITIONAL PAYMENTS BY LESSEE; REAL ESTATE TAXES

5.1 **Net Lease.** This Lease shall constitute an absolutely "net" lease. Lessee shall pay as "**Additional Rent**" and discharge, before failure to pay creates a material risk of forfeiture or penalty, each and every item of expense, of every kind and nature whatsoever, related to or arising from the Premises, or by reason of or in any manner connected with or arising from the leasing, operation, management, maintenance, repair, use, or occupancy of, or permitted Construction affecting, the Premises. Notwithstanding anything to the contrary in this Lease, Lessee need not pay. Lessee may offset against Rent any sums paid by Lessee on account of, and Lessor shall indemnify Lessee against payment of, the following items payable, accrued, or incurred by Lessor: (a) depreciation, amortization, brokerage commissions, financing or refinancing costs, management fees, or leasing expenses for the Fee Estate; (b) consulting, overhead, accounting, tax preparation, other professional fees, legal and staff costs, and other costs incidental to Lessor's ownership of the Fee Estate and administration and monitoring of this Lease, including such costs Lessor incurs in reviewing anything Lessee delivers under this Lease or determining whether Lessee is in compliance with this Lease, except where this Lease expressly provides otherwise; (c) any costs or expenses that Lessor incurs in or for any litigation, except to the extent that this Lease requires Lessee to pay such costs or expenses; (d) any insurance premiums, utilities, operating expenses, or other costs related to the Premises that accrued before the Commencement Date; (e) any sums payable by Lessor under this Lease or expressly excluded from the definition of Real Estate Taxes; and (f) all other costs or expenses that, by their nature, are personal to Lessor or Lessor's ownership of the Fee Estate.

5.2 **Real Estate Taxes.** Lessee shall pay and discharge all Real Estate Taxes, if any, payable or accruing for all periods within the Term, before failure to pay creates a material risk to Lessor of forfeiture or penalty, subject however to Lessee's right of Contest as this Lease expressly provides. Lessee shall also pay all Interest and penalties any Government assesses for late payment of any Real Estate Taxes. Lessee shall within a reasonable time after Notice from Lessor give Lessor reasonable proof that Lessee has paid any Real Estate Taxes that this Lease requires Lessee to pay. Lessee shall have the sole right and authority to contest Real Estate Taxes, in compliance with the Contest Conditions. Lessee shall also have the right to apply for any applicable exemption from Real Estate Taxes applicable to the Premises.

5.3 **Assessments in Installments.** To the extent allowed by Law, Lessee may apply to have any assessment payable in installments. Upon approval of such application, Lessee shall pay and discharge only such installments as become due and payable during the Term.

5.4 **BID Decisions.** If any proposal is made to include the Premises in any BID applicable to the Term (or to Modify the terms of any BID, including the amount or calculation of any required payments or assessments) and the owner of the Premises is entitled to vote in favor of or against such proposal, then Lessee shall decide how to vote, the parties shall cooperate to effectuate such decision, and Lessee shall have full power to represent the Premises in all matters regarding the BID applicable to the Term, provided that at the time of determination no uncured Event of Default exists, and provided further that

Lessee shall not make any decisions or commitments, or incur any obligations with respect to any BID involving the Premises that extend beyond the Term without Lessor's written consent.

5.5 Direct Payment by Lessor. If any Additional Rent must be paid directly by Lessor then: (a) Lessor shall Notify Lessee of such Additional Rent and the payee entitled thereto, such Notification constituting Lessee's authorization to make such payment, insofar as applicable, on behalf of Lessor, and (b) if the payee nevertheless refuses to accept payment from Lessee, then Lessee shall Notify Lessor and shall pay such amount to Lessor in a timely manner with reasonable instructions on remittance of such payment. Lessor shall with reasonable promptness comply with Lessee's reasonable instructions. In such event, provided Lessee provides Lessor with payment and reasonable instructions on remittance of such payment in a reasonable amount of time prior to the payment due date, Lessor shall be responsible for any late charges or fees, interest or penalties arising from Lessor's payment if Lessor is late in making such payment.

5.6 Utilities. Lessee shall arrange and pay directly, before the same become delinquent, for all fuel, gas, electricity, light, power, water, sewage, garbage disposal, telephone, and other utility charges, and the expenses of installation, maintenance, use, and service in connection with the foregoing, for the Premises during the Term. Lessor shall have absolutely no liability or responsibility for the foregoing, provided that Lessor performs its obligations regarding any related Application.

5.7 Excise Tax. Lessee shall pay to Lessor, as Additional Rent, the applicable State general excise or surcharge tax on gross income, as the same may be amended, and all other similar applicable taxes, surcharges, rates and/or charges imposed upon Lessor with respect to rental or other payments in the nature of a gross receipts tax, sales tax, privilege tax, surcharge or the like, *excluding* federal, state or county net income taxes, imposed by any Government (collectively, the "Excise Tax"), such Excise Tax to be paid at the time and together with each payment of Fixed Rent and Additional Rent (which includes any and all charges required under this Lease to be made by Lessee to Lessor) to the extent they are subject to the Excise Tax. The Excise Tax due from Lessee shall be the amount which, when added to the applicable Rent due or other payment (whether actually or constructively received by Lessor), shall yield to Lessor (after deduction of all such tax payable by Lessor with respect to all such payments) a net amount which Lessor would have realized from such payment had no such tax been imposed. It is the intent of this Section 5.7 that Rent will be received by Lessor without diminution by any tax, assessment, charge, or levy of any nature whatsoever, except net income taxes imposed by any Government, and the terms and conditions of this Lease shall be liberally construed to effect such purpose.

5.8 Conveyance Tax. Lessee shall pay the entire amount of any conveyance tax or related tax imposed by Law on account of this Lease or any amendment to this Lease (including, without limitation, to the extent resulting from any increase in Rent under this Lease and/or any renewal or extension of the Term), and for preparing, executing and/or filing when due such documentation as may be necessary or proper in connection therewith. If Lessor chooses, in its sole discretion, to collect said conveyance tax from Lessee and pay it to the tax authority on behalf of Lessee, Lessee shall promptly pay said conveyance tax to Lessor. At Lessor's request, Lessee shall promptly execute such affidavits and other documents as may be necessary or proper in connection with said conveyance tax. Lessee's obligations as aforesaid shall survive the expiration or earlier termination of this Lease.

5.9 Taxes on Lessee's Business and Personal Property. Lessee shall be responsible for and shall pay before delinquency all taxes assessed by any Government against Lessee by reason of the conduct of its business in the Premises or with respect to personal property of any kind owned by or placed in, upon or about the Premises by or at the expense of Lessee.

5.10 Tax Exemptions. Nothing contained herein shall prevent Lessee from applying for any exemptions which may be available to Lessee for its Real Estate Tax, Excise Tax, conveyance tax or

other tax obligations; provided however, that it shall be Lessee's sole responsibility to apply for and maintain any such exemptions as and when required by Law. Any such exemptions are subject to all Laws applicable thereto.

5.11 Lessor Expenses. Lessee shall pay to Lessor, within ten (10) Business Days after the date of mailing or personal delivery of statements, all reasonable costs and expenses, including attorneys' fees, paid or incurred by Lessor: (i) required to be paid by Lessee under any covenant in this Lease (including without limitation any indemnity provision), (ii) in enforcing any of Lessee's covenants or obligations in this Lease, (iii) in remedying any breach of this Lease by Lessee, (iv) in recovering possession of the Premises or any part of the Premises, (v) in collecting or causing to be paid any delinquent rent, taxes or other charges payable by Lessee under this Lease, (vi) in connection with any estoppel certificate requested by Lessee, or (vii) in connection with any litigation (other than condemnation proceedings) commenced by or against Lessee to which Lessor shall without fault be made a party. All such costs, expenses and fees shall constitute Additional Rent, and Lessee's obligations under this Section 5.11 shall survive the expiration or earlier termination of the Term.

ARTICLE 6:
USE

6.1 Permitted Use. Lessee shall use the Premises for the following purposes:

6.1.1 Affordable Residential Rental Units for Seniors. Lessee shall design, construct, operate and maintain Residential Rental Units, in the number and of the type described below[4], for persons 62 years of age or older who meet the following income qualifications associated with said Residential Rental Units:

No. of units	No. of bedrooms	Income qualifications
8	1	At or below 30% of HUD area median income
117	1	At or below 60% of HUD area median income
12	1	At or below 80% of HUD area median income
10	2	At or below 60% of HUD area median income
4	2	At or below 80% of HUD area median income
1	1	Non-revenue staff unit

Total: 152[5] residential units; 151 Residential Rental Units

---

[4] *Note: the income and unit mix is subject to adjustment prior to the submission of the final form of the Lease to City Council for approval; provided, however, the income and unit mix described herein shall be deemed a "ceiling." Developer shall rent 100% of the Units in the Project to Qualified Tenants with incomes at or below 80% AMI. No fewer than 89% of the total number of Units shall be rented to Qualified Tenants with incomes at or below 60% AMI, and no fewer than 5% of the total number of Units shall be rented to Qualified Tenants with incomes at or below 30% AMI.*

[5] *See note 4.*

Monthly Rent for the Residential Rental Units shall not exceed Affordable Rent, as set forth herein. Lessee may, from time to time and with the approval of the Lessor, rent the Residential Rental Units to persons who are 55 years of age or older and who meet the income qualifications associated with said Residential Rental Units if the Lessee is unable to rent any of the Residential Rental Units to persons who are 62 years of age or older after applying commercially reasonable marketing and leasing efforts described in the rental program approved by the Lessor, as set forth in Section 18.1.2(e).

6.1.2 Parking and Loading.[6] Lessee shall design, construct, operate and maintain a three-story parking structure, to include a total of 76 parking stalls and 1 loading space. A sufficient number of the parking stalls shall be reserved for persons with disabilities in compliance with Public Accommodations Laws. Use of the parking stalls and loading space shall be restricted to residents, Commercial Tenants, Community Center (defined below) visitors, and other approved guests. Lessee shall not charge residents and their guests for such use without the prior review and written approval of the Lessor, which Lessor may withhold in its reasonable discretion. Lessee may charge Community Center visitors, Commercial Tenants and other approved guests for parking at reasonable, fair-market rates upon notice to Lessor. Public parking shall not be allowed, with or without charge, without prior review and written approval of Lessor, which Lessor may withhold in its sole and absolute discretion.

6.1.3 Resident Amenities.[7] Lessee shall design, construct, operate and maintain the following amenities available exclusively for residents and their guests:

i) A recreation deck on the rooftop of the parking structure;

ii) An approximately 4,000 square foot rooftop garden on the rooftop of the Community Center; and,

iii) Computer stations located in a multi-purpose room or other similar common area within the residential tower.

6.1.4 Community Center.[8] Lessee shall design, construct, operate, and maintain a community center of approximately 10,453 square feet (the "**Community Center**"). The Community Center shall include a "Great Room" for events, a warming kitchen, and other activity and meeting spaces for small scale programs and services. Lessee shall provide services and programs for residents and the community, as determined by Lessee in consultation with community organizations and agencies.

6.1.5 Commercial Space.[9] Approximately 1,922 square feet shall be used for retail shop space, configured as approximately 2 to 4 small scale shops.

---

[6] *Note: The provisions of this Section may be adjusted upon the reasonable approval of the City and Developer based upon the results of Developer's due diligence permitted under Section 4.1 of the Development Agreement, the requirements of Developer's lenders and investors, and feedback from governmental authorities, community groups and public stakeholders during the design, environmental review and entitlement process. Any such modifications shall not constitute a significant deviation from Developer's proposal and shall be made prior to the submission of the final version of the Lease to the City Council for approval. The final details of all Project components shall be incorporated into the Lease that is presented to the City Council for approval.*

[7] *See note 6.*

[8] *See note 6.*

[9] *See note 6.*

6.1.6 Chinatown Character. The Project is intended to preserve, protect, promote, and enhance the history, character, and cultural heritage of Chinatown. Although the Premises is not located in the Chinatown Special District, the Improvements, to the extent practicable, shall be generally consistent with the objectives of the Chinatown Special District as set forth in the LUO, to ensure that the design of the Improvements achieves the Chinatown Character.

6.1.7 Transit Oriented Design. The Premises is located within the proposed Downtown Neighborhood Transit-Oriented Development Plan, which is a community-based plan that focuses on the areas surrounding three (3) planned rail transit stations in downtown Honolulu that are in the process of being developed by the County under the provisions of the LUO ("**TOD Plan**"). Lessee is encouraged to participate in the promulgation of the TOD Plan and the resulting TOD Zone, the process for which is described in the LUO, and Lessee shall comply with the requirements of the adopted TOD Plan and TOD Zone to the extent applicable to the Premises.

6.1.8 Indigenous Plants. Indigenous species of plants shall be used for landscaping whenever and wherever reasonably feasible.

6.2 Prohibited Uses. Lessee shall not cause, maintain or permit any waste or nuisance to exist on, in or about the Premises. Lessee shall not do or permit anything to be done in or about the Premises which will in any way damage the Premises, or use or allow the Premises to be used for any improper, offensive or unlawful purpose.

6.3 Exclusive Ownership of Improvements and Control of Premises. During the Term, Lessee shall be the exclusive owner of the Project Improvements excluding FF&E. Except as otherwise expressly provided in this Lease, Lessee shall have exclusive control, use, and management of the Premises during the Term. Subject to any applicable Laws, Lessee may enter into, terminate, or Modify any existing or future contract for management or operation of the Premises or provision of services to the Premises (provided that as to contracts existing as of the Commencement Date, any such termination or Modification is done in conformity with the terms of such contracts). Lessee shall indemnify Lessor for any such cancellation or termination. All such contracts shall expire automatically on or before the Scheduled Expiration Date, except for contracts entered into in the ordinary course of maintenance and operation of the Premises, which shall expire no later than one (1) year after the Scheduled Expiration Date. Following the end of the Term, ownership of the Project Improvements shall belong to Lessor and remain with the Premises.

6.4 Compliance with Laws. Lessee shall not use the Premises, or do anything or suffer anything to be done in or about the Premises that will in any way conflict with any Laws applicable to the use, condition or occupancy of the Premises. At its sole cost and expense, Lessee shall, in all material respects and subject to Lessee's right of Contest, promptly comply with all such applicable Laws. Lessee shall, at its sole cost and expense, make all alterations to the Premises, and to any adjacent land between the Premises and any public street, that are required to comply with applicable Laws, whether in effect as of the Commencement Date or thereafter. Lessee's obligations under this Section 6.4 shall include the obligation that Lessee, at its sole cost and expense, in accordance with the terms of this Lease, make, build, maintain and repair all fences, sewers, drains, roads, curbs, sidewalks, parking areas and other improvements that may be required by Laws to be made, built, maintained and repaired in connection with Lessee's or its Sublessees' use of the Premises or any part of the Premises, whether located on the Premises or on other property.

6.5 Copies of Notices. Lessor shall promptly give Lessee and Lessee shall promptly give Lessor a copy of any notice of any kind regarding the Premises or any Real Estate Taxes (including any bill or statement), and any notice of nonrenewal or threatened nonrenewal of any Approval that Lessor receives from any Government, utility company or insurance carrier affecting the Premises.

6.6 Entitlements. Lessee shall maintain in full force and effect all entitlements and permits necessary for the Permitted Uses specified in Section 6.1.

6.7 Illegal Activities. Upon Lessor's receipt of actual notice or if Lessor, in its reasonable business judgment, believes or suspects that illegal acts are taking place on the Premises, or the Premises are being used for an illegal purpose that could result in criminal or civil forfeiture, or both, of the Premises or any portion of the Premises, to any Government, Lessor may Notify Lessee, and Lessor may thereafter take all reasonable and appropriate action as may be necessary to stop such illegal activity, including entry onto the Premises. In such circumstances, Lessor shall have the right to conduct an investigation, including, without limitation, the right of entry to the Premises and a review of Lessee's records. For any entry onto the Premises, Lessor shall (a) provide Lessee with oral or written notice prior to such entry, unless it is an emergency, (b) meet with Lessee's property manager and/or designated representative, or if neither is present, the individual who is physically present at the Premises on the day of the entry and claims to be Lessee's representative, and (c) have such property manager or representative accompany Lessor during its entry. If such investigation yields any evidence of any illegal activity on the Premises, Lessor may immediately Notify Lessee and Lessor may immediately take all reasonable and appropriate action as may be necessary to stop such illegal activity. If Lessee unreasonably refuses to commence any action to stop such illegal activity within forty-eight (48) hours of receipt of such notice from Lessor, such failure or refusal shall constitute an Event of Default. By having the right to take certain actions in this Section 6.7, Lessor is neither obligated nor required to take any such action, and shall not be liable to Lessee, any Person or any Government if Lessor does not exercise such right.

6.8 Public Accommodations Laws. Without limiting Lessee's obligation to comply generally with all applicable Laws, Lessee, at its sole cost and expense, shall cause the Premises, including all Improvements, and Lessee's use and occupancy of the Premises, and Lessee's performance of its obligations under this Lease, to comply with the requirements of the Public Accommodations Laws, and to take such actions and make such alterations or reasonable accommodations as are necessary for such compliance. If Lessee concludes that the Premises are not in compliance with Public Accommodations Laws as of the Commencement Date, or that the Premises thereafter fail to comply with Public Accommodations Laws, then Lessee shall provide to Lessor a plan for compliance within one hundred twenty (120) days of the Commencement Date or the date of such subsequent noncompliance. At minimum, such plan shall identify the work to be done to cause the Premises to be in compliance with Public Accommodations Laws and the timetable for completing such work. Any such work shall be subject to Lessor's reasonable approval, and to the terms and conditions of Article 7 and Article 8 as applicable.

6.9 Use of Public Buildings by Blind or Visually Handicapped Persons. Lessee acknowledges its understanding that the Premises may be subject to the provisions of HRS Section 102-14 relating to the placement of certain vending machines and concessions in public buildings for operation by blind or visually handicapped persons. Lessee shall comply with the requirements of Section 102-14 and the rules adopted by the State Department of Human Services, to implement this Section.

6.10 Project Name. Lessee agrees that it will not change the name by which the project is known or identified without the prior written approval of Lessor.

ARTICLE 7:
MAINTENANCE, REPAIR AND CAPITAL IMPROVEMENTS

7.1 Obligation to Maintain. Lessee, at its sole cost and expense, shall keep and maintain the Premises in good order, condition and repair, reasonable wear and tear excepted, at all times during the Term (which obligation shall include all structural and non-structural, and capital and non-capital, repairs

and replacements including, without limitation, plumbing, heating, air conditioning, ventilating, electrical, lighting, fixtures, walls, building systems, ceilings, floors, windows, doors, plate glass, skylights, landscaping, driveways, site improvements, curb cuts, parking lots, fences and signs located in, on or at the Premises). Lessee shall manage and operate the Premises and perform its duties and obligations under this Lease in a manner consistent with the standards followed by institutional quality owners and management companies that are managing comparable projects. Lessee shall cause the Improvements to be inspected periodically by qualified Persons to be certain the repair, maintenance and replacement obligations of Lessee pursuant to the terms of this Lease are being satisfied (including for purposes of ascertaining and curing infestation of the Improvements by termites, rodents and other pests). Lessee shall thereafter take all measures that may be reasonably required to prevent or cure any discovered repair, maintenance and/or replacement item.

7.2 **Capital Improvement Obligations**. Lessee shall demolish and clear the Improvements on the Premises existing as of the Commencement Date, and develop the Project on the Premises, all as provided and detailed in the Development Agreement. Lessee shall carry out the capital improvements in accordance with the timing, terms, and conditions set forth in the Development Agreement. Lessee shall thereafter make subsequent capital improvements during the Term as may be required by any Laws, or as may reasonably be required by Lessor as necessary to comply with this Lease.

ARTICLE 8:
CONSTRUCTION

8.1 **General**. Lessee shall comply with all of the terms of this Article 8 and of the Development Agreement in connection with all Construction affecting the Premises (including, without limitation, any existing and new Improvements, alterations, any capital improvements to the Premises, Restoration after a Loss, and those required to comply with applicable Laws or otherwise required under this Lease).

8.2 **Commencement of Construction**. Lessee shall not commence Construction until a Notice to Proceed has been issued by the Lessor, and until all conditions precedent to the commencement of construction, as set forth in the Development Agreement, have been satisfied.

8.3 **Manner of Construction**. All Construction shall be diligently and continuously pursued from the commencement thereof through completion, and shall be performed in a good and workmanlike manner, strictly in conformance with any and all Laws, in accordance with any approved plans and specifications, and in accordance with the terms of the Development Agreement.

8.4 **Permits**. Lessee shall be responsible for obtaining, at its sole cost and expense, all Approvals required for any Construction, and for any issuance or re-issuance of all certificates of occupancy or equivalent permits required by Law for the use and occupancy of the Premises. Notwithstanding the foregoing, Lessee shall apply for and prosecute any required Government review process for a general plan amendment or rezoning only through and in the name of Lessor, or otherwise with the approval of Lessor.

8.5 **Applications**. Upon Lessee's request, Lessor shall, without charge to Lessee (except reimbursement of Lessor's reasonable out-of-pocket costs and expenses), promptly join in and execute any Application as Lessee reasonably requests, provided that: (a) such Application is in customary form and imposes no material obligations (beyond obligations ministerial in nature or merely requiring compliance with Law, this Lease or the Development Agreement) upon Lessor; and (b) no uncured Event of Default exists. Promptly upon Lessee's request and without charge (except reimbursement of Lessor's reasonable out-of-pocket costs and expenses), Lessor shall furnish all information in its possession that Lessee reasonably requests for any Application.

8.6 **Bond.** Lessee or its general contractor shall deposit with Lessor performance and payment bonds, underwritten by a corporate surety licensed to issue bonds in the State, that is listed on the United States Department of Treasury Circular 570, "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds" and that holds an A.M. Best rating of A or higher. The total amount of the bond shall not be less than 100% of the total Construction cost, naming Lessor and Lessee as co-obligees, in form and content reasonably satisfactory to Lessor, guaranteeing the full and faithful performance of the contract for such Construction free and clear of all mechanics' and materialmen's liens and the full payment of all subcontractors, labor and materialmen.

8.7 **Completion.** Upon substantial completion of any Construction: (a) Lessee shall properly publish and file a "Notice of Completion" in the Office of the Clerk of the Circuit Court of the State in the circuit where the Premises are located, a certified "filed" stamped copy of which shall be provided by Lessee to Lessor, (b) Lessee shall comply with any other applicable requirements of Law with respect to the completion of works of improvement, and (c) Lessee's architect shall deliver to Lessor a certificate setting forth the total cost of such Construction and, if the Construction is Major Construction, certifying that the Construction has been completed in compliance with the approved plans and specifications for such work. In addition, Lessee shall deliver to Lessor a reproducible copy of the "as built" drawings of all Construction as well as all Approvals and other Government documents, if any, issued in connection with such Construction.

8.8 **Construction Insurance.** Lessee shall maintain insurance coverage in accordance with Article 12.

8.9 **Ownership.** All improvements from Construction that may be installed or placed in or about the Premises shall be owned by Lessee during the Term, deemed to become an integral part of the Premises and shall not be removed or otherwise severed from the Premises except as otherwise permitted by this Lease. Upon the expiration of the Term or earlier lawful termination of this Lease, all the then existing improvements shall automatically revert to Lessor without compensation or payment of any kind to, or requirement of consent or other act of Lessee or any other Person, and without the necessity of executing a deed, bill of sale, conveyance or other act or agreement of Lessee or any other Person. If requested by Lessor, Lessee shall, without charge to Lessor, execute, acknowledge and deliver to Lessor appropriate documentation (in form and content reasonably satisfactory to Lessor) which acknowledges and confirms that Lessor retains all of right, title and interest in and to the then existing improvements as of the expiration of the Term or earlier termination of this Lease.

8.10 **Inspection.** During and upon completion of any Construction, Lessor and its agents may, following not less than 24 hours written notice, inspect the improvements and all work and materials as rendered and installed. Lessee shall permit Lessor and its representatives to examine the Construction at all reasonable times following such written notice and shall furnish Lessor with copies of all plans, shop drawings and specifications relating to any Construction. Lessor shall comply with all reasonable safety rules and requirements of Lessee or its contractors during any such inspections.

8.11 **Lessee's Covenant.** Lessee covenants to keep the Premises free from all Prohibited Liens arising out of any work performed, materials furnished or obligations incurred by or on behalf of Lessee. Lessee shall remove any Prohibited Liens by bond or otherwise within 20 days after Lessee is informed of the existence of such lien or encumbrance, and if Lessee shall fail to do so, Lessor may pay the amount necessary to remove such Prohibited Liens, without being responsible for investigating the validity thereof. The amount so paid shall be deemed Additional Rent under this Lease payable upon demand, without limitation as to other remedies available to Lessor under this Lease. Nothing contained in this Lease shall be deemed or construed in an way to constitute Lessor's consent or request, express or implied, to any contractor, subcontractor, laborer, equipment or material supplier for the performance of any labor or the furnishing of any materials or equipment for any Construction, nor as giving Lessee any

right, power or authority to contract for, or permit the rendering of, any services, or the furnishing of any materials that would give rise to the filing of any liens against the Fee Estate.

8.12 Title Encumbrances. Lessee shall keep the Fee Estate free from any encumbrances against title, and shall not record or permit the recordation of any lien, encumbrance, easement, memorandum of Sublease or other document that affects the record title to the Fee Estate without Lessor's prior written consent, which consent shall not be unreasonably withheld. Lessee shall cause any recorded title encumbrances arising during the Term (other than those caused to be recorded by Lessor), which are consented to in writing by Lessor, to be released as of the *earlier* of (a) the date each individual encumbrance ceases to be valid (e.g., as of the expiration of a Sublease for which there is a recorded memorandum), and (b) the date this Lease expires or earlier terminates. Lessee shall cause any recorded title encumbrances on the Fee Estate arising during the Term (other than those caused to be recorded by Lessor), which are not consented to in writing by Lessor, to be cleared immediately, and in any event, within thirty (30) days of a written demand by Lessor. During the Term, Lessor shall not encumber the Premises or Lessee's leasehold interest therein.

8.13 Lease Termination. If this Lease expires or is terminated prior to the completion of any Construction, Lessee shall, at Lessor's option and at Lessee's sole expense, either (a) promptly complete such Construction, or (b) remove all such partially completed improvements, construction materials, equipment and other items from the Premises and restore the Premises to their pre-Construction condition.

ARTICLE 9:
HAZARDOUS SUBSTANCES

9.1 Restrictions. Lessee shall not cause and shall not permit to occur on, under or at the Premises during the Term: (a) any violation of any Environmental Laws; or (b) the use, generation, release, manufacture, refining, production, processing, storage, or disposal of any Hazardous Substance, or transportation to or from the Premises of any Hazardous Substance, unless both: (i) reasonably necessary and customary in accordance with professional standards for the Permitted Uses of the Premises and (ii) in compliance with all Environmental Laws.

9.2 Compliance; Clean-Up. Lessee shall, at Lessee's sole expense: (a) comply with Environmental Laws and, to the extent Environmental Laws require, clean up any Hazardous Substances Discharge; (b) make all submissions to, deliver all information required by, and otherwise fully comply with all requirements of any Government under Environmental Laws; (c) if any Government requires any clean-up plan or clean-up because of a Hazardous Substances Discharge, prepare and submit the required plans and all related bonds and other financial assurances; (d) promptly and diligently carry out all such clean-up plans; and (e) indemnify Lessor against any Hazardous Substances Discharge or violation of Environmental Law that occurred during Lessee's possession of the Premises or that is attributable to the Project or Lessee's use, occupancy, or activities on the Premises. Lessee's obligations under this Section 9.2 shall not limit its rights against third parties whatsoever, or against Lessor for any Hazardous Substances Discharge or violation of Environmental Law existing or occurring prior to the Commencement Date.

9.3 Surrender Obligations. At the expiration or earlier termination of the Term, Lessee, at Lessee's sole expense, shall cause all Hazardous Substances to be removed from the Premises, except that Lessee shall not be responsible for Hazardous Substances present prior to the Commencement Date, as established and identified by the environmental studies and assessments conducted by Lessee prior to the Commencement Date (including the Phase 1 and/or Phase 2 environmental site assessment conducted by Lessee for the Premises). Lessee shall dispose of all Hazardous Substances in

accordance with all Environmental Laws. Lessee shall cause to be repaired any damage to the Premises caused by such removal. Lessee shall clean up and/or remediate the Property to the environmental condition it was in as of the Commencement Date, as established by the environmental studies and assessments conducted by Lessee prior to the Commencement Date (including the Phase 1 and/or Phase 2 environmental site assessment conducted by Lessee for the Premises), as necessary for an authoritative Government determination to allow the unrestricted use of Premises.

9.4 Copies of Environmental Reports. Within thirty (30) days of receipt thereof, Lessee shall provide Lessor with a copy of any and all environmental assessments, audits, studies and reports with respect to the Premises, or ground water beneath the Land, or the environmental condition or any clean-up thereof. Lessee shall be obligated to provide Lessor with a copy of such materials without regard to whether such materials are generated by Lessee or prepared for Lessee, or how Lessee comes into possession of such materials.

9.5 Survival. Each covenant, agreement, representation, warranty and indemnification made by Lessee set forth in this Article 9 shall survive the expiration or earlier termination of this Lease and shall remain effective until all of Lessee's obligations under this Article 9 have been performed and satisfied.

9.6 Discharges before Commencement. Lessee agrees to accept the Premises in "AS IS, WHERE IS AND WITH ALL FAULTS" condition as described in Section 2.2, but Lessee shall have no responsibility to clean up or remediate any Hazardous Substances Discharge that occurred prior to the Commencement Date and that was not the result of Lessee's use or occupancy of the Premises, as established and identified by the environmental studies and assessments conducted by Lessee prior to the Commencement Date (including the Phase 1 and/or Phase 2 environmental site assessment conducted by Lessee for the Premises). As between Lessor and Lessee, the same shall continue to be Lessor's sole responsibility.

ARTICLE 10:
INDEMNIFICATION; LIABILITY OF LESSOR

10.1 Obligations. Lessee shall indemnify Lessor against any: (a) wrongful act, wrongful omission, or negligence of Lessee (and anyone claiming by or through Lessee) or its or their partners, members, directors, officers, or employees relating to the Premises or this Lease; (b) breach or default by Lessee under this Lease; or (c) breach of any representation or warranty Lessee makes in this Lease. In addition, Lessee shall indemnify Lessor against the following during the Term and so long as Lessee remains in possession after the Expiration Date: (i) any Contest Lessee initiates; (ii) any Application made at Lessee's request; (iii) Lessee's use, occupancy, control, management, operation, and possession of the Premises; (iv) any Construction and any agreements that Lessee (or anyone claiming through Lessee) makes for any Construction; (v) the condition of the Premises; and (vi) any accident, injury or damage whatsoever caused to any person or property in or on or originating from the Premises. Notwithstanding anything to the contrary in this Lease, Lessee shall not be required to indemnify Lessor for claims, liabilities, or losses arising solely from Lessor's and/or its employees' (and anyone claiming by or through Lessor) intentional acts or omissions or negligence.

10.2 Liability of Lessor. During the Term: (a) Lessee is and shall be in exclusive control and possession of the Premises; and (b) Lessor shall not be liable for any injury or damage to any property (of Lessee or any other Person) or to any person occurring on or about the Premises, except to the extent caused by Lessor's and/or its employees' (and anyone claiming by or through Lessor) willful misconduct or gross negligence. Lessor's right to enter and inspect the Premises is intended solely to allow Lessor to ascertain whether Lessee is complying with this Lease and (to the extent this Lease allows) to cure any Default. Such provisions shall not impose upon Lessor any liability to third parties. Nothing in this Lease

shall be construed to exculpate, relieve, or indemnify Lessor from or against any liability of Lessor: (i) to third parties existing at or before the Commencement Date; or (ii) arising from Lessor's and/or its employees' (and anyone claiming by or through Lessor) willful misconduct or gross negligence.

10.3 Indemnification Procedures. Wherever this Lease requires any Indemnitor to indemnify any Indemnitee:

10.3.1 Prompt Notice. Indemnitee shall promptly Notify Indemnitor of any claim. To the extent, and only to the extent, that Indemnitee fails to give prompt Notice and such failure materially prejudices Indemnitor, Indemnitor shall be relieved of its indemnity obligations for such claim.

10.3.2 Selection of Counsel. Indemnitor shall select counsel reasonably acceptable to Indemnitee. Counsel to Indemnitor's insurance carrier shall be deemed satisfactory. Even though Indemnitor shall defend the action, Indemnitee may, at its option and its own expense, engage separate counsel to advise it regarding the claim and its defense. Such counsel may attend all proceedings and meetings. Indemnitor's counsel shall actively consult with Indemnitee's counsel. Indemnitor and its counsel shall, however, fully control the defense.

10.3.3 Cooperation. At Indemnitor's request, Indemnitee shall reasonably cooperate with Indemnitor's defense, provided Indemnitor reimburses Indemnitee's actual reasonable out of pocket expenses (including Legal Costs) of such cooperation.

10.3.4 Settlement. Indemnitor may, with Indemnitee's consent, not to be unreasonably withheld, settle the claim. Indemnitee's consent shall not be required for any settlement by which: (a) Indemnitor procures (by payment, settlement, or otherwise) a release of Indemnitee by which Indemnitee need not make any payment to the claimant; (b) neither Indemnitee nor Indemnitor on behalf of Indemnitee admits liability; (c) the continued effectiveness of this Lease is not jeopardized in any way; and (d) Indemnitee's interest in the Premises is not jeopardized in any way.

10.3.5 Insurance Proceeds. Indemnitor's obligations shall be reduced by net insurance proceeds Indemnitee actually receives for the matter giving rise to indemnification.

ARTICLE 11:
RIGHT OF CONTEST

11.1 Lessee's Right; Contest Conditions. Notwithstanding anything to the contrary in this Lease, Lessee shall have the exclusive right to contest, at its sole cost, by appropriate legal proceedings diligently conducted in good faith, the amount or validity of any Real Estate Taxes or Prohibited Lien; the valuation, assessment, or reassessment (whether proposed, phased, or final) of the Premises for Real Estate Taxes; the amount of any Real Estate Tax; the validity of any Law or its application to the Premises; the terms or conditions of, or requirements for, any Approval; or the validity or merit of any claim against which this Lease requires Lessee to indemnify Lessor (any of the foregoing, a "**Contest**"). Lessee may defer payment or performance of the contested obligation pending outcome of the Contest, provided that Lessee causes the following conditions (collectively, the "**Contest Conditions**") to remain satisfied:

11.1.1 No Criminal Act. Such deferral or noncompliance shall not constitute a criminal act by Lessor or subject Lessor to a material risk of any fine or penalty, except civil penalties for which Lessee has given Lessor a bond, letter of credit, or other security reasonably satisfactory to Lessor (the "**Contest Security**") in an amount equal to the reasonably estimated amount of such civil penalties, provided that such civil penalties do not otherwise prejudice Lessor.

11.1.2 No Liability. Such deferral or noncompliance creates no material risk of a lien, charge, or other liability of any kind against the Fee Estate, unless Lessee has given Lessor Contest Security equal to the reasonably estimated amount of such lien, charge, or other liability, and such Contest Security otherwise is acceptable to Lessor.

11.1.3 No Forfeiture. Such deferral or noncompliance will not place the Fee Estate in material danger of being forfeited or lost.

11.1.4 No Cost to Lessor. Such Contest shall be without cost, liability, or expense, and without risk of future cost, liability, or expense, to Lessor.

11.1.5 Diligence. Lessee shall prosecute such Contest with reasonable diligence and in good faith.

11.1.6 Payment. If required for such Contest, Lessee shall have paid the Real Estate Taxes or other matter subject to the Contest.

11.1.7 Collection of Real Estate Taxes. If such Contest relates to any Real Estate Tax, then such Contest shall suspend its collection from Lessor and the Fee Estate.

11.1.8 No Event of Default. No uncured Event of Default shall exist under this Lease at the time of such Contest.

11.1.9 Named Parties. If Lessor has been named as a party in any action consistent with this Article 11, then Lessee shall cause Lessor to be removed as such party and Lessee substituted in Lessor's place, if practicable and permissible under the circumstances.

11.2 Lessor Obligations and Protections. Lessor need not join in any Contest unless Lessee has complied with the Contest Conditions, and such Contest must be initiated or prosecuted in Lessor's name. In such case, Lessor shall cooperate, as Lessee reasonably requests, to permit the Contest to be prosecuted in Lessor's name. Lessor shall give Lessee any documents, deliveries, and information in Lessor's control and reasonably necessary for Lessee to prosecute its Contest. Lessor shall otherwise assist Lessee in such Contest as Lessee reasonably requires. Lessee shall pay all reasonable costs and expenses, including Legal Costs, of any Contest. Lessee shall, at Lessor's request, advance (when Lessor incurs them) such reasonable costs and expenses as Lessor incurs or reasonably anticipates incurring for Lessee's Contest and Lessor's assistance with such Contest.

11.3 Miscellaneous. Lessee shall be entitled to any refund of any Real Estate Taxes (and penalties and interest paid by Lessee), to the extent attributable to periods within the Term, whether such refund is made during or after the Term. When Lessee concludes Lessee's Contest of any Real Estate Taxes, Lessee shall pay the amount of such Real Estate Taxes (if any) as has been finally determined in such Contest to be due, to the extent attributable to periods within the Term, and any costs, interest, penalties, or other liabilities in connection with such Real Estate Taxes. Upon final determination of Lessee's Contest of a Law, Lessee shall comply with such final determination. So long as the Contest Conditions remain satisfied, Lessor (in its role as owner, and not in its role as Government authority) shall enter no objection to any Contest. Lessor may contest any matter for which Lessee is entitled to (but does not) prosecute a Contest, but only if: (a) Lessor Notifies Lessee of Lessor's intention to do so; (b) Lessee fails to commence such Contest within ten (10) Days after receipt of such Notice; and (c) Lessor's contest complies with all conditions and covenants that would apply to a Contest by Lessee transposing references to the parties and their interests as appropriate.

11.4 Contest Security. Lessor shall promptly release any Contest Security to Lessee after the Contest has been resolved and Lessee has performed its obligations, if any, as determined by such resolution.

ARTICLE 12:
INSURANCE

12.1 Lessee's Insurance. At all times during the Term and until such time as action against the Lessee, the developer, its contractor or subcontractor for death, injuries, losses and damages is barred by the provisions of Chapter 657, HRS, Lessee shall procure and maintain in full force and effect, at Lessee's sole expense, any and all insurance that may be required by any Laws as they may pertain to Lessee's use and occupancy of, and operations at the Premises, as well as the following policies of insurance in the following amounts:

12.1.1 Workers' Compensation and Employers' Liability Insurance. The Lessee shall maintain workers' compensation and employers' liability insurance. Workers' compensation coverage shall be in accordance with State statutes. Employers' liability coverage shall provide limits of not less than **$1,000,000** each accident for bodily injury by accident or **$2,000,000** each employee, **$2,000,000** aggregate, for bodily injury by disease. The policy will include a waiver of subrogation in favor of the Lessee.

12.1.2 Liability Insurance. Lessee shall maintain commercial general liability (CGL) with a limit of not less than **$2,000,000** each occurrence, and **$4,000,000** general aggregate, and **$4,000,000** aggregate for this Project. CGL insurance shall be written on ISO occurrence form, CG 00 01 (or a substitute form providing equivalent coverage), and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). The policy shall be endorsed to redefine the word occurrence to include construction defect coverage. Lessor shall be included as an additional insured under the CGL, using ISO additional insured endorsement CG 20 10 (11/85) (or equivalent), and as appropriate CG 20 37 or equivalent and under the commercial umbrella. The policy(ies) shall contain a waiver of subrogation against Lessor.

12.1.3 Business Automobile Liability Insurance. Lessee shall maintain business auto liability (including no-fault coverage) insurance with a limit of not less than **$1,000,000** each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos) used in the performance of this Lease. Business auto coverage shall be written on ISO form CA 00 01 or CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.

12.1.4 Umbrella/Excess Liability. Lessee shall maintain umbrella/excess liability insurance with limits of not less than **$10,000,000** per occurrence combined single limits and aggregate, with the aggregate to apply per project/per location. Such insurance shall be written on an occurrence basis in excess of the underlying insurance described in Sections 12.1.1 through 12.1.3, which is at least as broad as each of the underlying policies, and otherwise including "pay on behalf" wording, concurrency of effective dates with underlying primary coverages, blanket contractual liability, and construction defect coverage. The amounts of insurance required in Sections 12.1.1 through 12.1.4 may be satisfied by Lessee purchasing coverage for the limits specified or by any combination of underlying and umbrella limits, so long as the total amount of insurance is not less than the total limits required by this Section 12.1.4.

12.1.5 Professional Liability Insurance. Lessee's consultants and design professionals shall maintain professional liability insurance with limits of not less than $1,000,000 per occurrence/annual aggregate, covering the consultant or design professional, their employees and agents, any subcontractors and subcontractors' employees or agents, for liability arising out of errors, omissions, or negligence in the performance of professional services in connection with the Project. Such insurance shall remain in full force and effect continuously for the period of design and construction of the Improvements, and for a period of 3 years following substantial completion of Construction, provided that such coverage is reasonably available at commercially affordable premiums, as mutually determined and agreed. For the purposes of this section Professional Services has the meaning set forth in Section 103D-104 of the Hawai'i Revised Statutes.

12.1.6 Environmental Impairment Liability or Contractors Pollution Liability Insurance. The Lessee shall maintain, or cause its contractor to maintain, environmental impairment liability or contractors pollution liability insurance covering third-party injury and property damage claims, including cleanup costs, as a result of pollution conditions arising from the Premises, Lessee's operations or completed operations. Such requirement shall commence upon the Commencement of Construction for the Project, and terminate no less than three (3) years after the Completion of the Project. Lessor will be named as an additional insured. The limits of coverage will not be less than $2,000,000.

12.1.7 Insurance Coverage For Construction Phase. Prior to commencing Construction or site preparation work, the Lessee shall procure or cause to be procured and maintain (as provided herein), all insurance to cover the demolition, construction and development activities under this Lease and the Development Agreement, that may be required by any Laws, in addition to the coverages specified in above, and the following types and amounts of insurance described below:

(a) Builders Risk Insurance. Lessee shall maintain builders risk insurance covering all risks of physical loss except those specifically excluded in the policy and shall insure at least against the perils of fire and extended coverage, theft, vandalism, malicious mischief, and collapse, earthquake, flood and windstorm. The insurance shall apply on a replacement cost basis. This insurance shall cover the entire work at the site, including all Improvements, materials and equipment, and reasonable compensation for architects' services and expenses made necessary by an insured loss. Insured property shall include portions of the work, materials and equipment located away from the site but intended for use at the site, and shall also cover portions of the work, materials, and equipment in transit. The policy shall include as insured property scaffolding, false work, and temporary buildings located at the site. The policy shall cover the cost of removing debris, including demolition. The insurance required shall name as insured, the Lessor, the Lessee and all subcontractors in the work.

The Lessee is responsible for paying any portion of any loss not covered because of the operation of any deductible or co-insurance provision applicable to the insurance required herein.

Waiver of Subrogation. The Lessor and Lessee waive all rights against each other and each of their contractors, subcontractors, officers, directors, agents and employees, for recovery of damages caused by fire and other perils to the extent covered by builders risk insurance purchased pursuant to the requirements of this paragraph or any other property insurance applicable to the work.

(b) Boiler and Machinery Insurance. Lessee shall maintain boiler and machinery insurance covering insured objects, including rooftop HVAC units and any separate heating units or boilers which serve the Premises, during installation and testing and until final acceptance, and including mechanical breakdown. Such coverage shall be for the full replacement value without deduction for depreciation. This insurance shall name as insured the Lessor, the Lessee, and all subcontractors in the work.

(c) Lessee shall be responsible for any and all loss or damage to equipment, tools and other personal property, and may at its option purchase insurance to cover such property and equipment.

12.1.8 Insurance Coverage For Operations. Upon final acceptance of the Construction, and termination of the builder's risk insurance required in Section 12.1.7(a) above and prior to the use or occupancy of any of the Improvements, the Lessee shall procure or cause to be procured and maintain all insurance to cover operations under this Lease, that may be required by any Laws, and the following types and amounts of insurance described below:

(a) Commercial Property Insurance. Lessee shall maintain commercial property insurance covering the buildings, fixtures and equipment, with limits equal to the full replacement cost of the improvements. Such insurance shall at minimum, cover the perils against the perils of fire and extended coverage, theft, vandalism, malicious mischief, and collapse, earthquake, flood and windstorm.

(b) Boiler and Machinery Insurance. Lessee shall maintain boiler and machinery insurance covering the buildings, fixtures and equipment from loss or damage caused by an insured peril. Lessee shall be responsible for the amount of any deductible or co-insurance requirements applicable to the policy.

(c) Lessor shall be included as an insured and loss payee under the commercial property insurance and the boiler and machinery policies.

(d) Lessor and Lessee hereby waive any recovery of damages against each other (including their employees, officers, directors, agents or representatives) for loss or damage to the building, fixtures, equipment and any other personal property to the extent covered by the commercial property insurance or boiler and machinery insurance required herein. If either policy does not expressly allow the insured to waive rights of subrogation prior to loss, Lessor shall cause such policies to be endorsed with a waiver of subrogation as required above.

12.2 Nature of Insurance Program. All insurance policies this Lease requires shall be issued by carriers that: (a) have a policyholders' rating of "A-, VIII" or better, based on the latest rating publication of Property and Casualty Insurers by A.M. Best Company (or its equivalent if such publication ceases to be published); and (b) are lawfully doing business in the State. Lessee may provide any insurance under a "blanket" or "umbrella" insurance policy, provided that (i) such policy or a certificate of such policy shall specify the amount(s) of the total insurance allocated to the Premises, which amount(s) shall equal or exceed the amount(s) required by this Lease and shall not be reduced for claims made for other properties; and (ii) such policy otherwise complies with this Lease.

12.3 Policy Requirements and Endorsements. All insurance policies this Lease requires shall contain (by endorsement or otherwise) the following provisions:

12.3.1 Contractor Insurance. Lessee shall either: (a) include all contractors as insureds under all insurance set forth above, or (b) cause each contractor employed by Lessee to purchase and maintain insurance of the types specified above. When requested by the Lessor, Lessee shall furnish copies of certificates of insurance evidencing coverage for each contractor.

12.3.2 Insureds. Insurance policies shall identify Lessor as an "additional insured" using ISO form CG 20 10 (or equivalent), and during any construction activity the 1 CD 20 37 will also be required.

Property insurance policies shall name Lessor and Lessee as loss payees as their respective interests may appear, and each mortgagee this Lease allows under a standard noncontributing mortgagee clause. Notwithstanding anything to the contrary, all Property Insurance Proceeds shall be paid and applied as this Lease provides. On all insurance policies where Lessor is named as an additional insured, Lessor shall be an additional insured to the full limits of coverage purchased by Lessee even if those limits are in excess of those required under this Lease.

12.3.3 Primary Coverage. All policies shall be written as primary policies not contributing to or in excess of any coverage that Lessor may carry, and Lessee's insurers will not seek contribution from other insurance available to Lessor.

12.3.4 Contractual Liability. Liability insurance policies shall contain contractual liability coverage, for Lessee's indemnity obligations under this Lease, to the extent covered by customary contractual liability insurance coverage. Lessee's failure to obtain such contractual liability coverage shall not relieve Lessee from any indemnity obligation under this Lease.

12.3.5 Severability of Interest. Liability insurance policies shall contain a clause clarifying that, except with respect to coverage limits, the insurance applies separately to each insured and that the policy covers claims or suits by one insured against other, to the extent customarily covered by liability insurance policies.

12.3.6 Notice to Lessor. All policies required hereunder shall be written to provide not less than sixty (60) days prior Notice of cancellation or material change to Lessor.

12.4 Waiver of Certain Claims. Notwithstanding anything to the contrary contained in this Lease, Lessee and Lessor each waive any right of recovery against the other party and against any other party maintaining a policy of property insurance with respect to this Lease or the Premises, for any loss or damage sustained by Lessee or Lessor, as the case may be, that is covered by any policy of property insurance maintained (or required to be maintained under this Lease) with respect to the Premises, or the contents of the same or any operation in the Premises, whether or not such loss is caused by the fault or negligence of Lessor or its agents, directors, employees or officers, or is caused by the fault or negligence of Lessee or its agents, directors, employees or officers.

12.5 Waiver of Subrogation. The Lessee will require all insurance policies in any way related to the Lease and secured and maintained by the Lessee to include clauses stating each underwriter will waive all rights of recovery, under subrogation or otherwise, against the Lessor and all tiers of contractors or consultants engaged by either of them. The Lessee will require of contractors and consultants, by appropriate written agreements, similar waivers. If Lessee's policy of insurance relating to this Lease or to the Premises does not permit the foregoing waiver or if the coverage under such policy would be invalidated as a result of such waiver, Lessee shall obtain from the insurer under such policy a waiver of all right of recovery by way of subrogation against Lessor in connection with any claim, loss or damage covered by such policy.

12.6 Evidence of Insurance.

12.6.1 Upon execution of the Lease by Lessee, Lessee shall furnish Lessor with current certificate(s) of insurance, executed by a duly authorized representative of each insurer, certifying that at least the minimum coverages required herein are in effect and specifying that the liability coverages are written on an occurrence form and that the coverages will not be cancelled, non-renewed or materially changed by endorsement or through issuance of other policy(ies) of insurance without 60 days advance written notice to Lessor.

12.6.2 Prior to commencing work at the Premises, Lessee shall furnish Lessor with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance required under Section 12.1.7 above.

12.6.3 Upon final acceptance of the Construction, and prior to the use or occupancy of any improvements, Lessee shall furnish Lessor with a certificate of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance required under Section 12.1.8 above.

12.6.4 Lessee shall provide certified copies of all insurance policies required above within 10 days of the Lessor's written request for said copies.

12.6.5 Failure of the Lessor to demand such certificate or other evidence of full compliance with these insurance requirements or failure of Lessor to identify a deficiency from evidence that is provided shall not be construed as a waiver of Lessee's obligations to maintain such insurance.

12.6.6 The acceptance of delivery by the Lessor of any certificate of insurance evidencing the required coverages and limits does not constitute approval or agreement by the Lessor that the insurance requirements have been met or that the insurance policies shown in the certificates of insurance are in compliance with the requirements of this Lease.

12.7 Deductibles, Retentions and Co-Insurance. Lessee is solely responsible for any loss or portion of loss not covered by the insurance required herein by reason of the application of any deductible, self-insured retention or co-insurance provision of the respective policy(ies), or due to policy limits or exclusions.

12.8 Failure to Maintain Insurance.

12.8.1 Failure to maintain the required insurance may result in a Default of this Lease at Lessor's option. If the Lessor is damaged by the failure of the Lessee to maintain insurance as required in this paragraph, then the Lessee shall bear all reasonable costs properly attributable to that failure.

12.8.2 Lessor shall have the right, but not the obligation, to prohibit Lessee or any of its contractors from entering the Premises until Lessee has provided certificates or other evidence that insurance has been placed in complete compliance with these requirements and such certificates have been approved by the Lessor.

12.8.3 If the Lessee fails to maintain the insurance as set forth herein, the Lessor shall have the right, but not the obligation, to purchase said insurance at Lessee's expense. In no event shall the Lessor be liable for payment of premiums due under any policy issued to the Lessee by reason of the Lessor being added as an insured as required herein.

12.9 Additional Insurance. Lessor reserves the right to require additional kinds or amounts of insurance, as may be mutually agreed from time to time. Lessee shall periodically, but not less frequently than once every three (3) years, reevaluate the scope of risks covered and the limits of its insurance and, if commercially reasonable, increase such coverage or limits in order to provide coverage for Lessee's and Lessor's protection for risks and limits that a prudent business person would provide for property being put to uses similar to those of the Premises.

12.10 No Representation. Lessor makes no representation that the limits of liability required to be carried by Lessee pursuant to this Article 12 are adequate to protect Lessee. If Lessee believes that any of such insurance coverage is inadequate, Lessee shall obtain such additional insurance coverage as

Lessee deems adequate, at Lessee's sole expense. No approval by Lessor of any insurer, or the terms or conditions of any policy, or any coverage or amount of insurance, or any deductible amount shall be construed as a representation by Lessor of the solvency of the insurer or the sufficiency of any policy or any coverage or amount of insurance or deductible, or to limit Lessee's contractual obligations and liabilities, and Lessee assumes full risk and responsibility for any inadequacy of insurance coverage or any failure of insurers.

ARTICLE 13:
LOSSES AND LOSS PROCEEDS

13.1 Notice. If either party becomes aware of any Casualty or any actual, threatened, or contemplated Condemnation, then such party shall promptly Notify the other.

13.2 Effect of Casualty. If any Casualty occurs, then: (a) no Rent shall abate; (b) this Lease shall not terminate or be impaired; and (c) Lessee shall Restore with reasonable promptness regardless of cost or the amount of Property Insurance Proceeds (Lessee shall make up any deficiency in Property Insurance Proceeds with its own funds). If, however, the Casualty is a Substantial Casualty, then Lessee may, by Notice to Lessor, given within thirty (30) days after the Casualty occurs, terminate this Lease effective thirty (30) days after such Notice. In the event that Lessee elects to terminate the Lease pursuant to this Section 13.2, the Property Insurance Proceeds shall be disbursed in the following order of priority (a) first, to Lessee (subject to the rights of any Leasehold Mortgagees) up to the Market Value of the Leasehold Estate as of the date of the Casualty, and (b) then, to the extent, if any, of any remaining Property Insurance Proceeds, to Lessee (subject to the rights of any Leasehold Mortgagees) and Lessor, respectively, in the proportion that the duration of the Term remaining at the date of the Substantial Casualty (determined as if the Term were to continue until the Scheduled Expiration Date) bears to the duration of the full Term. For purposes of further clarification, said proportion to Lessee shall be a maximum of one-thirteenth based upon a 65-year term.

13.3 Adjustment of Claims; Use of Property Insurance Proceeds. Unless Lessee has validly elected a Casualty Termination, Lessee shall have the sole right and authority to adjust any insurance claim, subject to rights of any Leasehold Mortgagee. The Property Insurance Proceeds shall be disbursed: (a) in the case of an Immaterial Loss, to Lessee, to be held in trust to be applied first for Restoration; and (b) in the case of any other Casualty, to Depository or the first-position lienholder, if required by such lienholder, to be released in installments for Restoration. To obtain each such disbursement, Lessee shall deliver to Depository or the first-position lienholder, if required by such lienholder:

13.3.1 Architect's Certificate. A certificate of Lessee's licensed architect, confirming that in such architect's professional judgment: (a) the sum then being requested is then properly due and payable to contractors, subcontractors, or other Persons for Restoration; (b) Restoration is proceeding in substantial compliance with the applicable plans and specifications and otherwise satisfactorily; (c) the sum being requested does not exceed the amount then due and payable; (d) except in the case of the final disbursement of Restoration Funds, the remaining Restoration Funds after disbursement are reasonably anticipated to suffice to pay for the remaining Restoration yet to be performed; and (e) in the case of the final disbursement of Restoration Funds, Lessee has substantially completed Restoration and obtained a temporary certificate of occupancy for the Restoration to the extent required by Law, and delivered (or simultaneously delivers in exchange for payment) final lien waivers from all Persons otherwise entitled to claim a Prohibited Lien because of the Restoration;

13.3.2 Lien Waivers. Progress lien waivers for Restoration completed and paid for through the date of the preceding disbursement; and

13.3.3 Other. Such other documents, deliveries, certificates and information as Depository reasonably requires.

13.4 **Substantial Condemnation**. If a Substantial Condemnation occurs, then this Lease (except as it relates to allocation of the Condemnation Award) shall terminate on the Condemnation Effective Date. Rent shall be apportioned accordingly. The Condemnation Award shall be paid in the following order of priority: (a) first, Lessee (subject to the rights of any Leasehold Mortgagees) shall receive such portion of the Condemnation Award up to the Market Value of the Leasehold Estate condemned at the Condemnation Effective Date, (b) second, Lessor shall receive such portion of the remaining Condemnation Award up to the Market Value of the Fee Estate condemned at the Condemnation Effective Date, and (c) third, to the extent of any remaining Condemnation Award, Lessee (subject to the rights of any Leasehold Mortgagees) shall receive the remaining balance of the Condemnation Award.

13.5 **Insubstantial Condemnation**. If an Insubstantial Condemnation occurs, then any Condemnation Award shall be paid to Depository to be applied first for Restoration in the same manner as Property Insurance Proceeds. Whether or not the Condemnation Award is adequate, Lessee shall, at its expense, Restore in the same manner as Restoration upon Casualty. Any Condemnation Award remaining after Restoration shall be distributed in the same manner as if it arose from a Substantial Condemnation that affected only the part of the Premises taken.

13.6 **Temporary Condemnation**. A Temporary Condemnation shall not terminate this Lease or excuse Lessee from full performance of its covenants or any other obligations hereunder capable of performance by Lessee during the period of such Temporary Condemnation, but in such case Lessee shall receive any Condemnation Award for the Temporary Condemnation (to the extent applicable to periods within the Term).

13.7 **Immaterial Loss**. If an Immaterial Loss occurs, then Lessee shall receive any Condemnation Award in trust to be applied first to Restoration. Lessee shall Restore in accordance with this Lease. After Restoration, Lessor shall receive any remaining Condemnation Award.

13.8 **Surrender**. If this Lease is terminated as a result of a Condemnation, Lessee shall surrender the Premises in accordance with the applicable surrender provisions of Article 23, and Lessor and Lessee shall thereafter be relieved of any further obligation under this Lease.

ARTICLE 14:
LESSOR'S RESERVED RIGHTS

14.1 **Inspections**. Subject to notice requirements that are specifically provided herein, Lessor and its agents, representatives, and designees may enter the Premises in cases of emergency, or upon reasonable Notice during regular business hours, to: (a) ascertain whether Lessee is complying with this Lease (including the review of Lessee's records, contracts and/or Subleases pertaining to the Premises); (b) cure Lessee's Defaults, in accordance with this Lease; (c) inspect the Premises and any Construction; (d) perform such tests, borings, and other analyses as Lessor determines may be necessary or appropriate relating to (non)compliance with any Law or possible Hazardous Substances Discharge; or (e) post notices of non-responsibility in accordance with the Lease; or (f) as reasonably required in connection with any sale, re-entitlements, or for other reasonable purposes determined by Lessor. In entering the Premises, Lessor and its designees shall not unreasonably interfere with operations on the Premises and shall comply with Lessee's reasonable instructions.

14.2 **Other Entries by Lessor**. In addition to Lessor's rights under Section 14.1, Lessor may enter the Premises at any time (a) to take possession due to any breach of this Lease in the manner provided

herein; and (b) to perform any covenants of Lessee that Lessee fails to perform (subject to any applicable notice and cure periods and the rights of the Leasehold Mortgagee). Lessor may make any such entries hereunder without abatement of Rent, and may take such reasonable steps as required to accomplish the stated purposes. In an emergency, Lessor shall have the right to use any means that Lessor reasonably deems proper to open the doors to the Improvements. Any entry into the Premises by Lessor in the manner hereinbefore described shall not be deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an actual or constructive eviction of Lessee from any portion of the Premises. No provision of this Lease shall be construed as obligating Lessor to perform any repairs, alterations or improvements except as otherwise expressly agreed to be performed by Lessor herein.

14.3 Water, Oil, Gas and Mineral Rights. Subject to applicable Laws, Lessor reserves to itself the sole and exclusive right to all water, oil, gas, or other hydrocarbon or mineral substances and accompanying fluids, including all geothermal resources, from the Land, but Lessor shall not undertake any extraction of such resources during the Term.

14.4 Easements.

14.4.1 Lessor's Right to Grant Licenses, Permits, Encroachments and Easements. Lessor shall have the right, without payment to or charge from Lessee, to reserve to itself and to grant licenses, permits, encroachments or easements (collectively, "**Easements**") to any Person or Government on, over, under, across and through the Premises, to the extent such Easements are deemed by Lessor to be necessary or convenient for the construction, installation, operation, maintenance, repair and replacement of (a) Improvements, (b) underground or overhead lines and other transmission facilities and appurtenances for electricity, gas, telephone, water, sewage, drainage and any other service or utility, (c) rights of way, curbs, pavements and other roadway Improvements, and (d) landscaping, whether serving the Premises or other properties of Lessor or any other Person or Government.

14.4.2 Limitations on Lessor's Rights. Notwithstanding anything contained in above, Lessor may only grant or relocate Easements if taking such action will not have a material adverse effect on the design or use of Improvements planned for or existing on the Premises. Further, Lessor shall (or shall cause the grantee of such Easements to): (a) be responsible for payment of all costs in connection with the granting of such Easements and the construction, installation and restoration work in connection therewith; (b) carry out and coordinate such work with Lessee so as to minimize disruption with Lessee's use of the Premises; and (c) following any work relating to any Easement, restore the Premises to substantially the same condition as existed prior to such work.

14.5 Development. Lessee agrees that it will reasonably cooperate with Lessor in the event Lessor desires to develop roads, sidewalks or other public improvements owned by Lessor in the vicinity of the Premises; provided that such cooperation has no material adverse effect on the Premises or Lessee's use of the Premises, and such cooperation is at no cost to Lessee (unless otherwise approved by Lessee).

14.6 No Light or Air Easement. Any diminution or shutting off of light or air by any structure now existing or hereafter erected by or on behalf of Lessor or Lessor's Affiliate on lands adjacent to the Premises shall in no way affect this Lease, shall not constitute a constructive eviction or grounds for reduction or abatement of Rent, or otherwise impose any liability on Lessor.

14.7 General. In addition to Lessor's right, title and interest as the fee owner in the Land, Lessor also shall have such rights as it may have as grantee, benefitted party or other party other than the fee owner of the Land under any grants of easement, covenants, restrictions, Land Court orders, and other recorded instruments or maps encumbering or affecting the Land (for example and not by way of limitation, rights of Lessor as grantee under sewer or drainage easements on, through or under the Land).

ARTICLE 15:
LESSOR'S TRANSFERS

15.1 Transfer of Lessor's Interest. Lessee acknowledges that Lessor has the right to Transfer the Fee Estate in accordance with Section 15.3. Lessee agrees that in the event of any such Transfer, (a) Lessee shall look solely to such transferee for the performance of Lessor's obligations under this Lease after the date of Transfer, and such transferee shall be deemed to have fully assumed and be liable for all obligations of this Lease to be performed by Lessor after the date of Transfer; and (b) Lessee shall attorn to such transferee. Lessee hereby agrees to cooperate, at no cost to Lessee, with Lessor in connection with any Transfer. Following any such Transfer, Lessor shall deliver to Lessee a copy of the instrument evidencing the transferee's assumption of liabilities and obligations of Lessor under the Lease.

15.2 Release of Lessor. Upon any Transfer of the entire Fee Estate in compliance with this Lease, the grantor automatically shall be freed and relieved from all liability (excluding liability previously accrued) for performance of any covenants or obligations to be performed by Lessor after the Transfer, provided that such successor Lessor assumes in writing Lessor's present and future obligations under this Lease. This Lease shall bind Lessor only while Lessor owns the Fee Estate, except as to any liabilities and obligations accrued before the date of Transfer of the Fee Estate.

15.3 No Right of First Refusal/No Option to Purchase. If Lessor desires to Transfer the Fee Estate during the Term, it shall do so in full compliance with all Laws governing the County's sale of real property including, if applicable, an RFP or other public bidding process. If an RFP or other public bidding process is utilized or required, Lessor shall give Lessee written notice of Lessor's intent to Transfer the Fee Estate at least thirty (30) days prior to issuing such RFP or commencing such public bidding process. Lessee understands and agrees that nothing in this Lease grants Lessee an option or right of first refusal to purchase the Fee Estate from Lessor.

ARTICLE 16:
REGULATORY PROVISIONS

16.1 Compliance with CDBG Requirements. Lessee shall comply with all CDBG program requirements applicable to Lessee's use of and the activities on the Premises, including the regulations set forth in 24 CFR Part 570 and related administrative requirements and authoritative guidance, as the same may from time to time hereafter be amended. It is understood that citations herein to the Code of Federal Regulations shall include any amendments thereto, and any recodified or successor regulations.

16.1.1 CDBG Use and Affordability Restrictions. Lessee shall comply with CDBG use and affordability restrictions applicable to Lessee's use of and the activities on the Premises. The use of, and activities upon, the Premises shall at all times meet the criteria for an eligible activity and comply with a national objective pursuant to CDBG requirements. For purposes of the Project authorized by this Lease, the eligible activities are (i) rehabilitation under 24 CFR §570.202, (ii) special economic development activities under 24 CFR §570.203; and (iii) public facilities and improvements under 24 CFR §570.201(c), and the national objectives are: (i) to benefit low- and moderate-income persons – area benefit activities, under 24 CFR §570.208(a)(1), and (ii) housing under 24 CFR §570.208(a)(3).

16.1.2 Prohibited Activities. Neither the Premises nor the Improvements shall be used for the general conduct of government or for political activities except as authorized by 24 CFR §570.207.

16.1.3 Inspections and Monitoring. During normal business hours, all of Lessee's records relating to the Premises and the Project shall be made available for examination by the County, HUD, and the Comptroller General of the United States and/or their representatives.

16.1.4 Program Income. Lessee shall comply with CDBG program income requirements applicable to the Premises and the Project, including, but not limited to, those set forth at 24 CFR §570.500. Lessee shall report all program income applicable to the Premises and the Project to the County, and shall pay all program income that it receives from the Premises or the Project to the County within thirty (30) days following the calendar quarter in which the program income is received.

16.1.5 Use Restriction Period. The obligations of Lessee set forth in this Article 16 shall remain in effect from the date of initial occupancy of the Project until ___ years thereafter (the "**Use Restriction Period**"). The Use Restriction Period shall be extended for any period of time that the County, with the concurrence of HUD, or HUD determines that the Lessee has not complied with the terms of this Article 16. The length of the extension shall correspond to the time period during which the Lessee was found to be noncompliant with the terms of this Lease.

16.1.6 Recordkeeping. Lessee shall maintain all records applicable to Lessee's use of and the activities on the Premises and required to be maintained pursuant to CDBG program requirements, including, to the extent applicable, 24 CFR §570.506 and the following:

(a) Records demonstrating the activities undertaken on the Premises meet one of the National Objectives of the CDBG Program;

(b) Records required to determine the eligibility of activities, including, but not limited to, documentation of household income eligibility;

(c) Records required to document the improvement and use of the Premises;

(d) Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;

(e) Financial records required under 24 CFR §570.202 and other applicable law; and

(f) Other records necessary to document compliance with Subpart K of 24 CFR Part 570 and this Lease.

16.1.7 Record Retention. Lessee shall maintain all records applicable to Lessee's use of and the activities on the Premises required to be maintained pursuant to CDBG program requirements, for the time periods prescribed by such requirements.

16.1.8 Reporting Requirements. Lessee shall comply with all CDBG program reporting requirements applicable to Lessee's use of and the activities on the Premises, and shall provide any such reports reasonably required by the County in furtherance of the County's compliance with CDBG program requirements.

16.1.9 Environmental Requirements. Lessee shall comply with all environmental laws, regulations, and review requirements, as may be applicable to Lessee's use of and activities on the Premises pursuant to CDBG program requirements.

16.1.10 Relocation Requirements. Lessee shall comply with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing

regulations at 49 CFR Part 24 and 24 CFR §570.606. The Lessee shall provide the required relocation assistance to eligible persons in accordance with applicable law.

16.1.11 Indemnity. Lessee agrees to defend, indemnify, and hold harmless Lessor from any demands, claims, fines, penalties, lawsuits, orders, or other enforcement or administrative actions alleging noncompliance with CDBG requirements, including any demands for repayment of CDBG funds used to acquire the Premises, arising from the acts or omissions of Lessee, its employees, officers, directors, agents, contractors, subcontractors or representatives, or from the use of or activities upon the Premises during the Term; provided, however, that Lessee shall not be responsible for any demands, claims, fines, penalties, lawsuits, orders, or other enforcement or administrative actions alleging noncompliance with CDBG requirements, where the alleged noncompliance: (i) is within the exclusive control of Lessor and/or its employees; or (ii) does not relate to the Premises or the Project.

16.1.12 Cooperation. Lessor agrees to reasonably cooperate with Lessee in order that Lessee may comply with the requirements in this Article 16, which cooperation shall include, but shall not be limited to, (i) forwarding copies of all notices and/or correspondence the City receives from HUD which directly affect or may affect the Premises or the Project; (ii) cooperating with the Lessee and HUD for the submission of any reports, records, notices or submittals which are required to be delivered to HUD with respect to the Premises or the Project in accordance with this Article 16 and/or applicable law.

16.1.13 Lead-Based Paint (24 CFR §570.608). Lessee agrees that the Project shall be subject to HUD Lead-Based Paint Regulations at 24 CFR § 570.608, and 24 CFR Part 35, Subpart B. Such regulations pertain to all CDBG-assisted housing and require that all owners, prospective owners, and tenants of properties constructed prior to 1978 be properly notified that such properties may include lead-based paint. Such notification shall point out the hazards of lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the Premises, abatement measures may be undertaken. The regulations further require that, depending on the amount of Federal funds applied to a property, paint testing, risk assessment, treatment and/or abatement may be conducted. Lessee further agrees that any repair, renovation or painting activities that disturb lead-based paint in "target housing", as that term is defined in the Toxic Substances Control Act (TSCA), section 401 or in a "child-occupied facility", as that term is defined in EPA regulations implementing said Act, shall be carried out in strict compliance with those implementing regulations, which are set forth in 40 CFR Part 745, beginning 40 CFR §745.80. These regulations require, among other things, the use of certified renovators, dust sampling technicians, and renovation firms.

16.1.14 Nondiscrimination. Lessee shall not discriminate against any Project beneficiary or prospective Project beneficiary on the basis of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability or handicap, age, marital/familial status with regard to public assistance. Lessee will take affirmative action to ensure that the Project is free from such discrimination. Notwithstanding the foregoing, the age restrictions for Qualified Tenants shall not be deemed a violation of this Section 16.1.14.

ARTICLE 17:
LESSEE'S TRANSFERS

17.1 Lessee's Transfer Right. Except as provided in Article 18 and Article 19, Lessee shall not Transfer this Lease or the Leasehold Estate, whether or not to an Affiliate, without the prior written consent of Lessor, which consent shall not be unreasonably withheld, conditioned, or delayed. Lessee agrees, however, that it shall be conclusively presumed to be reasonable for Lessor to withhold its

consent unless the following have occurred: (A) Lessor's receipt of reasonably satisfactory evidence that: (a) Lessee is not in Default under this Lease or, if Lessee is in Default, that the transferee undertakes to cure any such Default to the reasonable satisfaction of Lessor; (b) the continued operation of the Premises after the Transfer shall comply with the provisions of this Lease; (c) the transferee has the financial capability and resources to operate and maintain the Premises as required by this Lease; (d) either (i) the transferee or its property manager has the experience, reputation, managerial and operational skills to operate and maintain the Premises, (ii) the transferee agrees to retain a property manager with the skills, experience and record described in clause (i) above, effective as of the date of the Transfer, or (iii) the transferor Lessee or its property manager will continue to manage the Premises, or another property management company reasonably acceptable to Lessor will manage the Premises, for at least one year following the Transfer; (e) the transferee is not delinquent in any tax payments and does not have pending against it any charges of, and does not have a record of, material building code violations or complaints concerning the maintenance, upkeep, operation, and regulatory agreement compliance of any of its projects as identified by any applicable local, state or federal regulatory agencies; and (f) the transferee is not in arrears or noncompliance with any obligations to the Government and is in good standing with respect to other Government agreements; (B) the execution by the transferee and delivery to Lessor of an assignment document specifically stating that the Transfer is made subject to all terms, covenants and conditions of this Lease, and all such terms, covenants, and conditions in such documents shall be specifically assumed and agreed to by the transferee, along with such other documents reasonably requested by Lessor in connection with the Transfer; and (B) receipt by Lessor of all fees and/or expenses then currently due and payable to Lessor by Lessee in connection with this Lease. It is hereby expressly stipulated and agreed that any Transfer in violation of this Section 17.1 shall be null, void and without effect, shall cause a reversion of title to Lessee, and shall be ineffective to relieve Lessee of its obligations under this Lease. The written consent of Lessor to any Transfer of this Lease or the Leasehold Estate shall constitute conclusive evidence that the Transfer is not in violation of this Section 17.1. Upon any Transfer by Lessee that complies with this Lease, Lessee shall be fully released from its obligations hereunder to the extent such obligations have been fully assumed in writing by the transferee except for: (x) any obligation to hold and apply Restoration Funds held by Lessee at the date of the Transfer (unless transferred to the transferee); (y) any unperformed obligations that arose or accrued prior to such Transfer and all Legal Costs of any proceeding relating thereto commenced before such Transfer for which the transferor is liable hereunder (unless specifically assumed in writing by the transferee); and (z) any Indemnity obligation under this Lease (unless specifically assumed in writing by the transferee). Lessee shall pay all transfer and other taxes, if any, payable on account of any Transfer by Lessee or any holder of any Equity Interest in Lessee.

17.2 **No Partial Transfers.** Except in the case of a Sublease permitted pursuant to Article 18 or a Leasehold Mortgage permitted pursuant to Article 19, in no event shall Lessee be permitted to Transfer less than its entire interest in this Lease or the Leasehold Estate, and Lessor may elect in its sole discretion to deny consent to any such partial Transfer.

17.3 **Notice of Transfer.** If Lessee desires Lessor's consent to any Transfer, Lessee shall Notify Lessor in writing, which notice shall include (a) the proposed effective date of the Transfer; (b) the material terms of the proposed Transfer; (c) a copy of the signed purchase and sale agreement or other agreement between Lessee and the proposed transferee; (d) current financial statements of the proposed transferee certified, compiled or reviewed by an independent certified public accountant for the fiscal year most recently ended, and business credit, personal references and business history of the proposed transferee; and (e) such other reasonable information in connection with the proposed Transfer as Lessor shall reasonably request.

17.4 **Expenses.** Within ten (10) days following demand, Lessee shall reimburse Lessor for Lessor's reasonable costs (including attorneys' fees) incurred in reviewing and approving or disapproving, or otherwise consulting with respect to, any Transfer.

ARTICLE 18:
SUBLEASES

18.1 Residential Tenants.

18.1.1 Residential Spaces. The Lessee acknowledges and agrees that the Premises are to be held, developed, managed and operated as a "housing project" within the meaning of Section 8-10.20 of the Revised Ordinances of Honolulu (ROH), in accordance with and subject to the provisions of the Development Agreement and this Lease regarding Residential Rental Units for Qualified Tenants at Affordable Rents and appurtenant facilities.

18.1.2 Representations, Warranties, and Covenants. The Lessee further represents, warrants and covenants as follows:

(a) Each residential unit shall be a Dwelling Unit as defined in ROH §8-10.20(a). They will be and remain similarly constructed, and each residential unit will contain facilities for living, sleeping, eating, cooking and sanitation for a single person or a family which will be and remain an independent living unit complete, separate and distinct from other residential units and will include and will continue to include a sleeping area, at least one bathroom, and a single kitchen (as defined in ROH § 8-10.20(a)) equipped with a cooking range, oven, range hood, water heater, refrigerator, and sink. The Premises shall not be used as a hotel, motel, dormitory, fraternity or sorority house, rooming house, hospital, nursing home, sanitarium, or rest home, or in any manner in contravention of applicable law.

(b) The residential units shall at all times comply with all Federal and State Affordable Housing Requirements applicable thereto, including requirements established by such programs affecting both income limitations and allowable rent levels in respect of such residential units; provided, however that no Qualified Tenant in any Residential Rental Unit shall be required to make a payment toward rent in excess of the limits established by this Lease for such Residential Rental Unit. In the event of a conflict between the requirements of this Lease and any Federal and State Affordable Housing Requirements, the latter shall control. Upon the expiration of any Federal and State Affordable Housing Requirements, the requirements of this Lease shall remain in place and shall control for the balance of the Term. Nothing in this Lease shall preclude or be interpreted or deemed to prohibit Qualified Tenants from applying for and receiving rent and other subsidies that shall, as applicable under any program concerning such rent or other subsidies, subsidize or be in addition to the Affordable Rents specified in this Lease.

(c) For the Term, subject to any applicable Federal and State Affordable Housing Requirements, all of the Residential Rental Units shall at all times be rented to and occupied by Qualified Tenants at the Affordable Rents specified herein.

(d) Lessee shall establish a system to determine preferences by lot in the event the number of eligible applicants exceeds the number of Residential Rental Units available. The Residential Rental Units shall otherwise be rented or held available for rental, on a first-come first-served basis to members of the general public who are Qualified Tenants, on a continuous basis, and may not be converted to owner-occupied condominium units or other non-rental use. In renting Residential Rental Units to Qualified Tenants, the Lessee will not otherwise give preference to any particular protected class or group except Lessee may grant preferences for the following:

(1) Persons displaced by government action, provided that their tenant application is submitted between (a) the date of the initial displacement notice and (b) six (6) months after the actual displacement action, supported by sufficient documentation of such displacement;

(2) For residential units designated as accessible for persons with mobility, visual, hearing and/or mental impairment, households containing at least one person with such impairment will have first priority for those units. No special priority shall be given among such applicants based upon the specific type(s) of impairment of the household member; and,

(3) As may be required by any applicable Federal and State Affordable Housing Requirements and/or this Lease.

(e) Lessee shall rent the units in accordance with a rental program approved by the Lessor, which rental program may be amended in writing upon mutual agreement of Lessee and the Lessor from time to time, and which shall be incorporated by reference herein and binding upon Lessee. Such rental program shall establish:

(1) Requirements and procedures for reviewing applications, evaluating applicants, determining eligibility as a Qualified Tenant, selecting renters and renting to Qualified Tenants.

(2) A system for determining preferences by lot, in the event the number of Qualified Tenants exceeds the number of Residential Rental Units available.

(3) A description of how the rental program will ensure compliance with all applicable laws and standards relating to the rental of real property.

(4) Affordable Rent for each Residential Rental Unit, based on unit type, household size, and income level.

(5) In establishing the Affordable Rent, the HUD AMI for the following household sizes shall apply, based on the Residential Rental Unit type to be rented:

Unit Type	Household Size
1 bedroom	2 persons
2 bedrooms	3 persons

(f) For the Term, the Lessee shall obtain, complete and maintain on file (i) at the time of initial occupancy of any Residential Rental Unit, (ii) upon the vacancy and re-occupancy of any Residential Rental Unit, and (iii) at least once annually, an income certification, in a form approved by the Lessor, an example of which is attached hereto as **Exhibit C**, which shall be subject to independent investigation and verification by the Lessor. The Lessee shall verify the information submitted by each Qualified Tenant at the time of submission, including taking, for other than Section 8 of the Housing Act certificate or voucher holders, the following steps as part of the verification process by the Lessee: (1) either (A) obtain a federal income tax return for such Qualified Tenant for the most recent tax year; and/or (B) obtain a written verification of employment from such Qualified Tenant's current employer; or (2) if such Qualified Tenant is not employed and has no tax return, obtain other verification of such Qualified Tenant's source of income. The Lessee shall file with the Lessor a certificate of continuing program compliance in a form approved by the Lessor, an

example of which is attached hereto as **Exhibit D**, on or before the first (1st) day of each September during the Term setting forth the required information for the preceding calendar or fiscal year. The books and records of the Lessee pertaining to the incomes of Qualified Tenants must be open to inspection by any authorized representative of the Lessor. During any period that any Federal and State Affordable Housing Requirements are in effect, Lessee shall be deemed to have satisfied the requirements of this subparagraph if Lessee obtains, completes and maintains on file income certification and other forms that comply with the applicable Federal and State Affordable Housing Requirements and that contain substantially the same information, and certifications of compliance with such Federal and State Affordable Housing Requirements that establish compliance with the requirements herein.

(g) All subleases shall be subordinate to this Lease and shall contain clauses, among others, wherein each Qualified Tenant: (i) certifies the accuracy of the statements made regarding household income and (ii) agrees that the family income and other eligibility requirements shall be deemed substantial and material obligations of the tenancy of such tenant, that such Qualified Tenant will comply promptly with all requests for information with respect thereto from the Lessee, and that the failure to provide accurate income information or refusal to comply with a request for information shall be deemed a violation of a substantial and material obligation of the tenancy of such tenant.

(h) In connection with all subleases of the Residential Rental Units, tenants shall be provided written disclosures of pre-existing uses in the surrounding community, including activities such as:

(1) Cultural and religious ceremonies that may be conducted during various hours, including late evening hours, that may involve loud music and chanting.

(2) Use of incense, fireworks and other ceremonial products.

(3) Nearby full-service mortuary.

18.1.3 Affordable Rents. **"Affordable Rent"** means a monthly rent for a Residential Rental Unit which does not exceed the maximum rent established for persons with the annual income level (as adjusted for household size) necessary to qualify for that Residential Rental Unit, which shall be based upon guidelines published by the Hawaii Housing Finance and Development Corporation based on income levels and limits established by HUD, adjusted for household income, Unit and family size, and utility allowances. Affordable Rents shall be inclusive of tenant utility payments. Notwithstanding the foregoing, with respect to Qualified Tenants, if any, who are recipients of rent subsidies pursuant to Section 8 of the Housing Act (or any rent subsidy or other HUD, State, or County program), if the contract rent for a Residential Rental Unit under such program is greater than the Affordable Rent, the rent for such Residential Rental Unit may be such contract rent.

18.1.4 Non-discrimination. The Lessee shall comply with the provisions of any applicable federal, State or local law prohibiting discrimination in housing on the basis of race, creed, color, sex, familial status, marital status, religion, national origin, age (except as to age, as may be expressly provided herein) or any other prohibited basis. The Lessee shall also comply with the provisions of any applicable federal, State or local law prohibiting discrimination on the basis of race, creed, color, sex, familial status, marital status, religion, national origin, age, or any other prohibited basis, in connection with the employment or application for employment of persons for the Construction, operation and

management of the Premises. The Lessee further agrees not to refuse to lease a Residential Rental Unit offered for rent, or otherwise discriminate in the terms of tenancy, solely because any tenant or prospective tenant is the holder of a certificate or a voucher under Section 8 of the Housing Act, or any successor legislation.

18.1.5 Condition of the Premises. The Lessee agrees that throughout the Term, it shall (1) maintain the Premises in good repair and condition in accordance with applicable County codes, and the Uniform Physical Condition Standards set forth in 24 CFR Part 5, Subpart G, as amended; (2) maintain and operate the Premises to provide decent, safe and sanitary housing, including the provision of all essential and appropriate services, maintenance and utilities; and (3) comply with the lead-based paint regulations set forth in 24 CFR Part 35, as amended.

18.1.6 Covenants to Run with the Property -- Termination of Covenants. The Lessor and the Lessee hereby covenant and agree that the covenants set forth herein that govern the use and occupancy of the Premises shall be and are covenants running with the Land for the Term and shall be binding upon all subsequent Lessees of the Premises for such Term, and are not merely personal covenants of the Lessor and the Lessee. The Lessee hereby agrees that any and all requirements of State Laws to be satisfied in order for the provisions of this Lease to constitute restrictions and covenants running with the Land shall be deemed to be satisfied in full, and that any requirements of privileges of estate are intended to be satisfied, or, in the alternate, that an equitable servitude has been created to insure that these restrictions run with the Land. For the Term each and every contract, deed or other instrument hereafter executed conveying the Premises or portion thereof shall expressly provide that such conveyance is subject to this Lease; provided, however, the covenants contained herein shall survive and be effective regardless of whether such contract, deed or other instrument hereafter executed conveying the Premises or portion thereof provides that such conveyance is subject to this Lease.

18.1.7 Real Property and General Excise Tax Exemptions: Lessee shall be responsible for paying and discharging all real property taxes for the Premises payable or accruing during the Term. Based on the recordation of this Lease, Lessee may file an application or claim for exemption from the assessment and payment of real property taxes, including any claim for exemption subject and pursuant to ROH §8-10.20 and §8-10.21, relating to low-income rental housing, and the County agrees to process such application in the ordinary course subject and pursuant to the requirements of §8-10.20 and §8-10.21. Lessee understands that Lessee must file for such exemption annually and that the County shall not be responsible or liable for Lessee's failure to timely file for such exemption on an annual basis.

Pursuant to Hawai'i Revised Statutes Section 46-15.1, Section 201H-36, and Section 237-29, the County may certify for exemption from general excise taxes any projects which meet the requirements of said statutes. The County will work with Lessee to issue such certifications provided that the requirements under said statutes and applicable laws are met. Lessee understands that Lessee is responsible for preparing and filing any exemption request and that the County shall not be responsible or liable for Lessee's failure to file for such exemptions. Lessee further understands that such exemptions are subject to all laws and rules applicable thereto.

The exemptions from real property taxes and general excise taxes currently available are subject to change by legislative or administrative action.

18.2 Commercial Tenants.

18.2.1 Commercial Spaces. The Premises includes commercial space. Lessee may enter into subleases with commercial tenants (**"Commercial Tenants"**) governing the occupancy of such commercial spaces (the **"Commercial Subleases"**). Lessor's consent shall not be required for any Commercial Sublease, or to any Modification thereof, so long as Lessee complies fully with the

requirements of the Lease and all applicable Laws in connection therewith. Each Commercial Sublease shall be subject and subordinate to the Lease, and no Commercial Sublease shall affect any obligations of Lessee or rights of Lessor under the Lease, all of which shall continue in full force and effect notwithstanding any Commercial Sublease. Any Commercial Sublease shall expire no later than one day before the Expiration Date. The fact that any Commercial Tenant causes any Default shall not relieve Lessee of Lessee's obligation to cure it. Lessee shall take all steps reasonable and necessary to prevent any such Default.

18.2.2 Community-Oriented Businesses. Commercial Tenants shall target and serve as clientele and patrons, primarily persons who reside and work in the surrounding neighborhood. Rents charged to Commercial Tenants shall be below market rates as determined by Lessee, with the intent of fostering entrepreneurial start-ups and locally owned small businesses that provide economic and employment opportunities for residents and the community.

18.2.3 Required Provisions. Each Commercial Sublease shall contain provisions in form and substance substantially as set forth below in this Section 18.2.3. By executing its Commercial Sublease, each Commercial Tenant shall be deemed to have agreed to such provisions, which reflect the definitions in the Lease. All such defined terms shall be modified in the Commercial Sublease as appropriate to reflect the definitions in the Commercial Sublease.

> **All terms, covenants, and provisions of this Sublease and all rights, remedies, and options of Sublessee under this Sublease are and shall at all times remain fully subject and subordinate in all respects to the Lease. If the Lease and the Leasehold Estate terminate, then this Sublease shall terminate. In that event, Sublessee, only at the option and request of Lessor (except as Lessor has agreed otherwise in writing), shall attorn to Lessor and recognize Lessor as Sublessee's direct Lessor under this Sublease. Sublessee shall execute and deliver, at any time and from time to time, upon the request of Lessee, Lessor, or any mortgagee, any instrument necessary or appropriate to evidence such attornment. Sublessee appoints each of the foregoing as Sublessee's attorney-in-fact, irrevocably, with full power of substitution, to execute and deliver any such instrument. This appointment is coupled with an interest and is irrevocable. Sublessee waives any Law that may allow Sublessee to terminate this Sublease or surrender possession of the demised subpremises if the Lease terminates.**

18.3 Recordkeeping. The financial records of the Premises are to be maintained by the Lessee in accordance with recognized industry-accepted accounting principles consistently applied. In addition to records and information required to be collected, prepared, maintained, and reported pursuant to federal and State laws and regulations and this Lease, the Lessee shall provide the following to Lessor at Lessor's reasonable request:

- access to the books of account for the Premises;
- records pertaining to the Residential Rental Units;
- annual operating statements for the Project;
- audited financial statements for the Project; and
- annual operating budget for the Project.

ARTICLE 19:
LEASEHOLD MORTGAGES

19.1 Leasehold Mortgage. Notwithstanding anything in this Lease to the contrary, Lessee shall have the absolute and unconditional right, without Lessor's consent, to execute and deliver a Leasehold Mortgage at any time and from time to time during the Term. The execution and delivery of a Leasehold Mortgage shall not be deemed to constitute such an assignment or transfer of this Lease as would require the holder or holders thereof, as such, to obtain Lessor's consent. Upon foreclosure thereof (or any bona fide sale or assignment in lieu of foreclosure) the Leasehold Mortgagee may without further consent of Lessor sell and assign this Lease, provided that the purchaser or assignee expressly assumes and agrees to perform all conditions and obligations of the Lease. Any assignee (other than the Leasehold Mortgagee) who has acquired title to this Lease by way of foreclosure or deed in lieu thereof may only assign its rights under this Lease, other than by way of mortgage, in compliance with Article 17. Lessor shall not be required to join in, or subordinate the Fee Estate to, any Leasehold Mortgage, but shall execute and deliver such estoppel certificates and other certifications as any Leasehold Mortgagee shall reasonably require.

19.2 Protection of Leasehold Mortgagee. In the event Lessee subjects this Lease to a Leasehold Mortgage, the provisions of this Article 19 shall apply with respect to such Leasehold Mortgage:

19.2.1 Concurrent Notices. Lessor shall, upon serving Lessee with any notice pursuant to the provisions of this Lease, concurrently serve a copy of the notice upon Leasehold Mortgagee.

19.2.2 Right to Cure. Leasehold Mortgagee and each Equity Investor shall have the right, but not the obligation, at any time prior to termination of this Lease and without payment of any penalty, to pay all Rent due hereunder, to effect any insurance, to pay any taxes or assessments, to make any repairs or improvements, to do any other act or thing required of Lessee under this Lease, and to do any act or thing which may be necessary and proper to be done in the performance and observance of the agreements, covenants and conditions to prevent termination of this Lease. Any of the foregoing done by Leasehold Mortgagee or the Equity Investor, as applicable, shall be effective to prevent a termination of the Lease as if the same had been done by Lessee.

19.2.3 Cure Period. Notwithstanding anything in this Lease to the contrary, if any Event of Default shall occur which, pursuant to any provision of this Lease, entitles or purportedly entitles Lessor to terminate this Lease, Lessor shall have no right to terminate this Lease unless (a) Lessor shall have given written notice to the Leasehold Mortgagee of Lessee's Default and stating Lessor's intent to terminate this Lease; and (b) either (i) in the event of a Monetary Default, the Leasehold Mortgagee shall not have cured such Monetary Default within thirty (30) days after the service of such written notice, or (ii) in the event of any other Default under this Lease susceptible of being cured by the Leasehold Mortgagee, the Leasehold Mortgagee fails to commence, within sixty (60) days after the service upon the Leasehold Mortgagee of such written notice, the cure of such Default, and diligently pursue to completion the cure of such Default; provided, however, that in the Event of a Default under this Lease which consists of the existence or nonpayment of a lien, such Default shall be deemed to be cured if, within such 60-day period, the Leasehold Mortgagee shall have commenced foreclosure and shall thereafter diligently pursue such proceedings to completion, or shall have commenced and shall thereafter diligently pursue steps to obtain title to the Leasehold Estate by means of an assignment in lieu of foreclosure. If any such Default susceptible of being cured by the Leasehold Mortgagee cannot be cured by the Leasehold Mortgagee without the Leasehold Mortgagee first obtaining possession of the Premises or title to the Leasehold Estate or if the Default is not susceptible of being cured by the Leasehold Mortgagee, such Default shall be deemed to be cured if: (A) within sixty (60) days after the receipt by the Leasehold Mortgagee of such written notice, the Leasehold Mortgagee shall have commenced foreclosure and thereafter diligently pursue such proceedings to completion, or (B) the Leasehold Mortgagee commences, within such 60-day

period, and thereafter diligently pursues, steps to obtain title to the Leasehold Estate by means of an assignment in lieu of foreclosure. During the course of any such proceedings, such Leasehold Mortgagee shall pay or cause to be paid all Rent as and when the same becomes due and payable under this Lease and shall perform all other obligations of the Lease.

19.2.4 Time Extensions. If the Leasehold Mortgagee is prohibited from commencing or prosecuting foreclosure or other appropriate proceedings in the nature thereof by any process or injunction issued by any court or by reason of any action by any court having jurisdiction over any bankruptcy or insolvency proceeding involving Lessee, the times specified in Section 19.2.3 for commencing or prosecuting foreclosure or other proceedings shall be extended for the period of the prohibition, provided that the Leasehold Mortgagee shall have fully cured any Monetary Default and shall continue to pay Rent as and when the same become due, and shall perform all other obligations of the Lease.

19.2.5 New Lease. Lessor agrees that, in the event of termination of this Lease for any reason (including, but not limited to, any Default by Lessee), Lessor, if requested by the Leasehold Mortgagee, will enter into a new lease of the Premises with the most senior Leasehold Mortgagee requesting a new lease, which new lease shall commence as of the date of termination of this Lease and shall run for the remainder of the Term, at the Rent and upon the same terms, covenants and conditions herein contained, provided that: (a) such Leasehold Mortgagee shall make written request upon Lessor for the new lease within sixty (60) days after the date such Leasehold Mortgagee receives written notice from Lessor that the Lease has been or will be terminated; (b) such Leasehold Mortgagee shall pay to Lessor at the time of the execution and delivery of the new lease any and all sums, including Rent, which would, at that time, be due and unpaid pursuant to this Lease but for its termination, and in addition thereto all reasonable expenses, including reasonable attorneys' fees, which Lessor shall have incurred by reason of such termination; (c) such Leasehold Mortgagee shall perform and observe all covenants in this Lease to be performed and observed by Lessee, and shall further remedy any other conditions which Lessee under the terminated lease was obligated to perform under its terms, to the extent the same are reasonably susceptible of being cured by the Leasehold Mortgagee; and (d) the lessee under the new lease shall have the same right, title and interest in and to the Premises as Lessee had under the terminated Lease immediately prior to its termination. Notwithstanding the foregoing, nothing herein contained shall require any authorized Leasehold Mortgagee to enter into a new lease pursuant to this Section 19.2.5, nor to cure any Default of Lessee referred to above.

19.2.6 Modifications Requested by Leasehold Mortgagee. If, in connection with Lessee's financing of its interest under this Lease, a prospective lender requests that additional or modified protections be incorporated into this Lease, Lessor shall review and reasonably approve such requests and timely amend this Lease as necessary and appropriate; provided, however, that such additions or modifications requested are generally applicable and utilized in financings of leasehold estates similar to the Leasehold Estate under this Lease, and that such requests do not materially and adversely affect Lessor's rights or materially increase Lessor's obligations.

19.2.7 Liability Limits. Subject to the provisions of Section 19.2.5, in the event any third party or Leasehold Mortgagee acquires the Leasehold Estate upon foreclosure (whether judicial or non-judicial in nature) or by assignment in lieu of foreclosure, or acquires a leasehold estate in the Premises pursuant to the terms of a new lease, such party, as the new lessee, shall be personally liable only for the obligations of the Lessee under this Lease (or, if applicable, the new lease) arising during the period of time that such party holds title to the Leasehold Estate created hereby (or, if applicable, the new lease).

ARTICLE 20:
EQUIPMENT LIENS

20.1 Lessee's Rights. If at any time or from time to time Lessee desires to enter into or grant any Equipment Lien that otherwise complies with this Lease, and provided that no uncured Event of Default exists, then upon Lessee's request Lessor shall enter into such customary documentation regarding the Financed FF&E as Lessee reasonably requests, providing for matters such as: (a) waiver or subordination of any right to take possession of such Financed FF&E upon an Event of Default; (b) waiver or subordination of any other right, title, or interest in the Financed FF&E; and (c) agreements to enable the holder of such Equipment Lien to repossess such Financed FF&E if such holder exercises remedies under its Equipment Lien.

20.2 Required Provisions for Equipment Liens. If Lessee enters into any Equipment Lien, then Lessee shall: (i) not file (or cause or permit to be filed) such Equipment Lien as a lien against the Fee Estate or any part of the Fee Estate, but Lessee shall be permitted to file or cause to be filed a fixture filing attaching to Lessee's interest in the Premises relating to any Financed FF&E; and (ii) cause to be inserted in the documents for such Equipment Lien a provision to the following effect:

Notwithstanding anything to the contrary herein, this chattel mortgage, conditional sales agreement, title retention agreement, or security agreement shall not create or be filed as a lien against the Fee Estate.

ARTICLE 21:
QUIET ENJOYMENT

So long as this Lease has not been terminated, Lessor covenants that Lessee shall and may peaceably and quietly have, hold, and enjoy the Premises for the Term, subject to the terms, covenants, conditions, provisions and agreements set forth in this Lease, without hindrance or disturbance by or from Lessor or anyone lawfully claiming by or through Lessor, and free of any encumbrance created or suffered by Lessor, except Permitted Exceptions.

ARTICLE 22:
EVENTS OF DEFAULT; REMEDIES

22.1 Definition of "Event of Default". An "Event of Default" means the occurrence of any one or more of the following:

22.1.1 Monetary Default. If a Monetary Default occurs and continues for ten (10) days after Notice from Lessor, specifying in reasonable detail the amount of money not paid and the nature and calculation of each such payment.

22.1.2 Prohibited Liens. If Lessee fails to comply with any obligation regarding Prohibited Liens and does not begin to remedy such failure within fifteen (15) days after Notice from Lessor and, thereafter, diligently pursue such remedy to completion.

22.1.3 Bankruptcy or Insolvency. If Lessee ceases to do business as a going concern, ceases to pay its debts as they become due or admits in writing that it is unable to pay its debts as they become due, or becomes subject to any Bankruptcy Proceeding (except an involuntary Bankruptcy Proceeding dismissed within ninety (90) days after commencement), or a custodian or trustee is appointed to take possession of, or an attachment, execution or other judicial seizure is made with respect to, substantially all of Lessee's assets or Lessee's interest in this Lease (unless such appointment, attachment, execution, or other seizure was involuntary and is contested with diligence and continuity and vacated and discharged within ninety (90) days).

22.1.4 Nonmonetary Default. If any other Nonmonetary Default occurs and Lessee does not cure it within thirty (30) days after Notice from Lessor describing it in reasonable detail, or, in the case of a Nonmonetary Default that cannot, with due diligence, be cured within thirty (30) days from such Notice, if Lessee shall not (a) within thirty (30) days from Lessor's Notice advise Lessor of Lessee's intention to take all reasonable steps to cure such Nonmonetary Default; (b) duly commence such cure within such period, and then diligently prosecute such cure to completion; and (c) complete such cure within a reasonable time under the circumstances (not necessarily limited to thirty (30) days).

22.1.5 Other Events. The occurrence of any other event described as constituting an "Event of Default" elsewhere in this Lease, which default is not cured within the time frame described in such other provision, or, if no cure period is described, than within the time frame described in Section 22.1.4.

22.2 Remedies. If an Event of Default occurs, then Lessor shall, at Lessor's option (unless prohibited by Law), have any or all of the following remedies, all cumulative (i.e., the exercise of one remedy shall not preclude exercise of another remedy), in addition to such other remedies as may be available at law or in equity or under any other terms of this Lease. Lessor's remedies include:

22.2.1 Termination of Lessee's Rights. Lessor may terminate Lessee's right to possess the Premises by any lawful means, in which case this Lease and the Term shall terminate, such date of termination shall be the Expiration Date, and Lessee shall immediately surrender possession to Lessor. Notwithstanding the foregoing, no re-entry or taking of possession of the Premises by Lessor under Section 22.2.2 shall be construed as an election on Lessor's part to terminate this Lease unless a written Notice that this Lease is terminated is given by Lessor, or an order is secured stating that this Lease is terminated. The effective date of termination of this Lease shall be as of the date set forth or provided in the Notice or order, as the case may be.

22.2.2 Taking Possession. Lessor may re-enter and take possession of the Premises with process of law, whether by summary proceedings (unless prohibited by Law) or otherwise, and remove Lessee (and all property of Lessee), with or without having terminated this Lease, and without thereby being liable for damages or guilty of trespass. This is intended to constitute an express right of re-entry by Lessor. Except as expressly provided in this Lease or prohibited by Law, Lessee, for and on behalf of itself and all persons claiming by, through or under Lessee, expressly waives any and all right of redemption provided by any Law, or re-entry or repossession or to restore the operation of this Lease if Lessee is dispossessed by a judgment or by warrant of any court or judge or in case of re-entry or repossession by Lessor or any expiration or termination of this Lease. No re-entry by Lessor, whether had or taken under summary proceedings or otherwise, shall absolve or discharge Lessee from liability under this Lease. The terms "enter," "re-enter," "entry," and "re-entry," as used in this Lease, are not restricted to their technical legal meanings.

22.2.3 Suits Before Expiration Date. Lessor may sue for damages and/or to recover Rent from time to time at Lessor's election, nothing in this Lease requires Lessor to wait until the date when this Lease or the Term would have expired absent an Event of Default and a resulting termination of this Lease.

22.2.4 Receipt of Moneys. No receipt of money by Lessor from Lessee after termination of this Lease, or after the giving of any notice of termination of this Lease, shall reinstate, continue, or extend this Lease or affect any notice theretofore given to Lessee, or waive Lessor's right to enforce payment of any Rent payable or later falling due, or Lessor's right to recover possession by proper remedy, except as this Lease expressly states otherwise, it being agreed that after service of Notice to terminate this Lease or the commencement of suit or summary proceedings, or after final order or judgment for possession, Lessor may demand, receive, and collect any moneys due or thereafter falling due without in any manner

affecting such notice, proceeding, order, suit or judgment, all such moneys collected being deemed payments on account of Lessee's liability.

22.2.5 No Waiver. No failure by Lessor to insist upon strict performance of any covenant, agreement, term, or condition of this Lease or to exercise any right or remedy upon a Default, and no acceptance of full or partial Rent during continuance of any such Default, shall waive any such Default or such covenant, agreement, term or condition. No covenant, agreement, term or condition of this Lease to be performed or complied with by Lessee, and no Default, shall be Modified except by a written instrument executed by Lessor. No waiver of any Default shall Modify this Lease. Each and every covenant, agreement, term, and condition of this Lease shall continue in full force and effect with respect to any other then-existing or subsequent Default of such covenant, agreement, term or condition of this Lease.

22.2.6 Receiver. Lessor shall be entitled as a matter of right, by *ex parte* order or otherwise, to the appointment without bond of a receiver of the Premises, and of the rents, revenues, income and profits generated from the Premises, without regard to the value of the Premises or the solvency of any Person liable for the payment of any monetary obligation under this Lease, and regardless of whether Lessor has an adequate remedy available to Lessor under this Lease or under applicable Laws.

22.2.7 Damages. Lessor may recover from Lessee all damages Lessor incurs by reason of Lessee's Default, including reasonable costs of recovering possession, re-letting the Premises, and any and all other damages legally recoverable by Lessor, and reimbursement of Lessor's reasonable out-of-pocket costs, including Legal Costs. Lessor may recover such damages at any time after Lessee's Default, including after expiration of the Term. Notwithstanding any Law to the contrary, Lessor need not commence separate actions to enforce Lessee's obligations for each month's accrual of damages for Lessee's Default, but may bring and prosecute a single combined action for all such Rent and damages.

22.2.8 Injunction of Breaches. Whether or not an Event of Default has occurred, Lessor may obtain a court order enjoining Lessee from continuing any Default or from committing any threatened Default. Lessee specifically and expressly acknowledges that damages may not constitute an adequate remedy for any Nonmonetary Default.

22.2.9 Continue Lease. Lessor may at Lessor's option maintain Lessee's right to possession. In such case, this Lease shall continue and Lessor may continue to enforce it, including the right to collect Rent when due and any remedies for nonpayment.

22.2.10 Restoration Funds. Upon any termination of this Lease resulting from an Event of Default, to the extent that Lessor or Depository then holds any Restoration Funds, such Restoration Funds shall be applied first toward the applicable Restoration with any Restoration Funds remaining after completion of Restoration being applied in the manner set forth in Section 13.2 for the disposition of Property Insurance Proceeds upon a Casualty Termination, subject to any claims for damages resulting from such Event of Default.

22.3 Proceeds of Reletting. Lessor shall apply any proceeds of any re-letting as follows, without duplication, but including Default Interest on all such sums:

22.3.1 Lessor's Costs. First, to pay to itself the cost and expense of terminating this Lease, re-entering, retaking, repossessing, repairing, performing any Construction, and the cost and expense of removing all persons and property therefrom, including in such costs reasonable and customary brokerage commissions and Legal Costs;

22.3.2 Preparation for Reletting. Second, to pay to itself the cost and expense reasonably sustained in securing any new lessees and other occupants, including in such costs all brokerage commissions, Legal Costs, and any other reasonable costs of preparing the Premises for re-letting;

22.3.3 Costs of Maintenance and Operation. Third, to the extent that Lessor shall maintain and operate the Premises, to pay to itself the reasonable cost and expense of doing so; and

22.3.4 Residue. Fourth, after payment to itself of any balance remaining on account of Lessee's liability to Lessor, to Lessee or any Leasehold Mortgagee, as applicable.

22.4 Lessee's Late Payments; Late Charges. If Lessee fails to make any payment to Lessor required under this Lease within ten (10) days after such payment is first due and payable, then in addition to any other remedies of Lessor, and without reducing or adversely affecting any of Lessor's other rights and remedies, Lessee shall pay Lessor within ten (10) days after demand Default Interest on such late payment, beginning on the date such payment was first due and payable and continuing until the date when Lessee actually makes such payment. In addition, and without limiting any other rights or remedies of Lessor, Lessee shall pay Lessor, as Additional Rent, an administrative charge equal to five percent (5%) of any payment that Lessee fails to pay within thirty (30) days after such payment is first due and payable. Such administrative charge is intended to compensate Lessor for the inconvenience and staff time incurred by Lessor to handle the late or missed payment, shall not be deemed a penalty or compensation for use of funds, and shall not be credited against any other obligations of Lessee under this Lease.

22.5 Lessor's Right to Cure. If Lessee at any time fails to make any payment or take any action this Lease requires, then Lessor, after twenty (20) Business Days' Notice to Lessee, or in an emergency with such notice (if any) as is reasonably practicable under the circumstances, and without waiving or releasing Lessee from any obligation or Default and without waiving Lessor's right to take such action as this Lease may permit as a result of such Default, may (but need not) make such payment or take such action. Lessee shall reimburse Lessor, as Additional Rent, for an amount equal to (a) all reasonable sums paid, and reasonable costs and expenses (including Legal Costs) incurred, by Lessor in exercising its cure rights under this Section 22.5; and (b) Default Interest on the amounts in clause (a) above.

22.6 Holding Over. If for any reason or no reason Lessee remains in the Premises after the Expiration Date, then Lessor will suffer injury that is substantial, difficult, or impossible to measure accurately. Therefore, if Lessee remains in the Premises after the Expiration Date, for any reason or no reason, then in addition to any other rights or remedies of Lessor, Lessee shall pay to Lessor, as liquidated damages and not as a penalty, for each month (prorated daily for partial months) during which Lessee holds over after the Expiration Date, a sum equal to twice the then market rental rate for the Premises, plus all Additional Rent otherwise payable under this Lease during the holdover period. Nothing contained in this Section 22.6 shall be construed as consent by Lessor to any holding over by Lessee, and Lessor expressly reserves the right to require Lessee to surrender possession of the Premises to Lessor as provided in this Lease upon the expiration or earlier termination of this Lease.

22.7 Waivers; Jury Trial, Redemption. Lessor and Lessee irrevocably waive all rights to trial by jury in any action, proceeding, counterclaim, or other litigation arising out of or relating to this Lease, the relationship of Lessor and Lessee regarding the Premises, enforcement of this Lease, Lessee's use or occupancy of the Premises, any claim of injury or damage arising between Lessor and Lessee, or any actions of Lessor in connection with or relating to the enforcement of this Lease. Lessee waives any right of redemption provided for by Law.

22.8 Accord and Satisfaction; Partial Payments. No payment by Lessee or receipt by Lessor of a lesser amount than the amount owed under this Lease shall be deemed to be other than a part payment

on account by Lessee. Any endorsement or statement on any check or letter accompanying any check or payment of Rent shall not be deemed an accord or satisfaction. Lessor may accept any such check or payment without prejudice to Lessor's right to recover the balance of such Rent or pursue any other remedy.

22.9 Lessor's Default. Lessor shall be in default under this Lease if Lessor fails to cure any breach of its obligations under this Lease within thirty (30) days after Notice from Lessee describing such breach in reasonable detail, or, in the case of a breach that cannot, with due diligence, be cured within thirty (30) days from such Notice, if Lessor shall not (a) within thirty (30) days from Lessee's Notice advise Lessee of Lessor's intention to take all reasonable steps to cure such default; (b) duly commence such cure within such period, and then diligently prosecute such cure to completion; and (c) complete such cure within a reasonable time under the circumstances (not necessarily limited to thirty (30) days).

22.10 Miscellaneous. Lessor and Lessee further agree as follows with respect to any Defaults and Lessor's rights and remedies:

22.10.1 Survival. Termination or expiration of this Lease resulting from a Default shall not relieve any party of any claims against it that arise under this Lease before the Lease expires or is terminated.

22.10.2 No Double Recovery. In no event shall Lessor be entitled, directly or indirectly, to recover twice for the same element of Lessor's damages.

ARTICLE 23:
END OF TERM

Upon any Expiration Date: (a) all Improvements, FF&E, and Building Equipment shall become Lessor's property; (b) Lessee shall deliver to Lessor possession of the Premises, in the condition this Lease requires, subject to any Loss that this Lease does not require Lessee to Restore; (c) Lessee shall surrender any right, title, or interest in and to the Premises and deliver such evidence and confirmation thereof as Lessor reasonably requires; (d) Lessee shall deliver the Premises free and clear of all: Subleases, and liens except (1) Permitted Exceptions existing as of the Commencement Date or consented to by Lessor, (2) Subleases executed pursuant to this Lease or consented to by Lessor, (3) liens that Lessor or any of its agents caused, and (4) Subleases or other agreements required to remain in place due to certain tenants' rights set forth in applicable Law; (e) Lessee shall assign to Lessor, and give Lessor copies or originals of, all assignable licenses, permits, contracts, warranties, and guarantees then in effect for the Premises, along with copies of all operating manuals and similar documentation relating to all Improvements, FF&E, and Building Equipment, and the current year's operating budget for the Premises (including applicable back-up information); (f) the parties shall cooperate to achieve an orderly transition of operations from Lessee to Lessor without interruption, including delivery of such information, books and records (or copies thereof) as Lessor reasonably requires; (g) if such plans are available, Lessee shall provide Lessor with a complete set of as-built plans and specifications for all Improvements, if any, added to the Premises since the Commencement Date; (h) the parties shall adjust for Real Estate Taxes and all other expenses and income of the Premises and any prepaid Rent and shall make such payments as shall be appropriate on account of such adjustment in the same manner as for a sale of the Premises (but any sums otherwise payable to Lessee shall first be applied to cure any Default); (i) the parties shall terminate the recorded Lease; and (j) Lessee shall assign to Lessor, and Lessor shall reimburse Lessee for, all utility and other service provider deposits for the Premises.

ARTICLE 24:
NOTICES

All Notices shall be in writing and addressed to Lessor and Lessee (and their designated copy recipients), as applicable, as set forth in **Exhibit E** attached hereto. Notices (including any required copies as set forth in **Exhibit E**) shall be delivered by (a) United States certified or registered mail, postage prepaid, return receipt requested, or (b) a nationally recognized overnight courier service, to the addresses set forth in **Exhibit E**. Notices shall be deemed delivered (a) one (1) Business Days after the date it is posted if sent by U.S. Mail (provided no postal strike or other disruption of postal service is then in effect), or (b) the date the overnight courier delivery is made (or when delivery has been attempted, as evidenced by the written report of the courier service) to such address(es). Either party may change its address by Notice in compliance with this Lease. Notice of such a change shall be effective only upon receipt. Any party giving a Notice may request the recipient to acknowledge receipt of such Notice. The recipient shall promptly comply with any such request, but failure to do so shall not limit the effectiveness of any Notice. Any attorney may give any Notice on behalf of its client.

ARTICLE 25:
ADDITIONAL DELIVERIES; THIRD PARTIES

25.1 **Estoppel Certificates**. As often as may be necessary, each party to this Lease (a "**Requesting Party**") may require the other party (a "**Certifying Party**") to execute, acknowledge, and deliver to the Requesting Party (or directly to a designated third party) up to four (4) original counterparts of an estoppel certificate in such form as may be reasonably required by the Requesting Party, indicating therein any exceptions thereto that may exist at that time, and shall also contain any other information reasonably requested by the Requesting Party. The Certifying Party shall sign, acknowledge, and return such estoppel certificate within fifteen (15) days after request, even if the Requesting Party is in Default. Any estoppel certificate may be relied upon by the Requesting Party (and any Person on behalf of whom the Requesting Party requested such estoppel certificate) and shall bind the Certifying Party.

25.2 **Further Assurances**. Each party shall execute and deliver such further documents, and perform such further acts, as may be reasonably necessary to achieve the parties' intent in entering into this Lease.

25.3 **Modification**. Any Modification of this Lease must be in writing signed by the party to be bound.

25.4 **Lessor's Right to Amend**. Any provision herein to the contrary notwithstanding, during the term of this Agreement, Lessor reserves the right, at any time, to amend this Lease in order to assure compliance with all applicable HUD, County, State and other federal statutes, laws, and regulations. All such amendments shall be within the general scope of this Lease. Lessor shall provide all such amendments in writing to the Lessee. The Lessee agrees that it shall immediately take any and all reasonable steps to comply with such amendments as required by law.

25.5 **Successors and Assigns**. This Lease shall bind and benefit Lessor and Lessee and their successors and assigns, but this shall not limit or supersede any Transfer restrictions. Nothing in this Lease confers on any Person (except Lessor, Lessee, and any Leasehold Mortgagees) any right to insist upon, or to enforce against Lessor or Lessee, the performance or observance by either party of its obligations under this Lease.

ARTICLE 26:
CULTURAL AND ARCHEOLOGICAL

26.1 **Native Hawaiian Rights.** Lessee shall respect and recognize any and all rights of native Hawaiians to exercise traditional rights, customs, practices, prerogatives, privileges and usufructs on the Premises, if any, subject to and in accordance with applicable Laws.

26.2 **Human Remains; Artifacts; Historical Items.**

26.2.1 Discovery. In the event any human remains, traditional cultural items, artifacts or historical items (collectively "**Historic Items**") are discovered on the Premises, Lessee shall immediately report such discovery to Lessor. Upon such discovery and subject to Lessor's approval and if required by applicable Laws, Lessee shall, at Lessee's sole expense: (a) cause all excavation or other activity in the immediate area that may damage the Historic Items or the potential historic site to cease; (b) cause the site to be stabilized and secured to temporarily protect the Historic Items against damage, theft, or both; and (c) cause the Historic Items to be left untouched so that their cultural, archaeological or historical context may be accurately documented and to honor cultural sensitivities related to the Historic Items; provided, however, that if artifacts or historical items are found without human remains, and if leaving the artifacts or historical items in their stabilized and secured site poses a substantial risk of loss or damage to all or part of them, Lessee shall cause such Historic Items to be removed and safeguarded elsewhere.

26.2.2 Human Remains. In the event Lessee discovers human remains, Lessee shall, at Lessee's sole expense and in addition to the duties set forth in Section 26.2.1, (a) report the discovery as soon as possible to Lessor, the Historic Preservation Division of the Department of Land and Natural Resources of the State ("**SHPD**"), the appropriate medical examiner or coroner, and the appropriate police department, and (b) cause to be prepared, by an archeologist reasonably acceptable to Lessor, a mitigation and/or burial treatment plan reasonably acceptable to Lessor and to SHPD or the burial council having jurisdiction over such matters. Lessor and Lessee shall comply with all Laws applicable to the handling of such human remains, and shall work together to formulate and carry out such mitigation or burial treatment plan.

26.2.3 Lessor's Reservation. If any Historic Items are discovered, then Lessor shall have the right at all reasonable times to enter the Premises for the purposes of searching for, exploring for, and removing any of the Historic Items for preservation as permitted by Law.

26.2.4 Studies by Lessee. In the event any archaeological studies or historic preservation studies are sought to be conducted in or on the Premises, by Lessee or anyone acting by or through Lessee, Lessee shall provide a complete copy of the results of such studies to Lessor promptly upon completion thereof.

26.2.5 Lessor's Right to Historic Items; No Liability. Lessee shall have no right, title or interest whatsoever with respect to any Historic Items discovered on or about the Premises. As between Lessor and Lessee, Lessor shall retain ownership of any Historic Items discovered on or about the Premises to the extent private ownership of the Historic Items by Lessor is permitted under applicable Laws, and in any event, Lessor shall retain the exclusive right to act as, and to exercise all rights of, the landowner under applicable Laws. Lessor shall not be responsible for any damages or other liabilities that may result from cessation of excavation or construction, or from Lessee's compliance with provisions of this Article 26 and applicable Laws.

ARTICLE 27:
MISCELLANEOUS

27.1 **Due Authorization and Execution.** Lessor represents and warrants that Lessor has full right, title, authority and capacity to execute and perform this Lease and any other agreements and documents

to which Lessor is a party and referred to or required by this Lease (collectively, the "**Lease-Related Documents**"); the execution and delivery of the Lease-Related Documents have been duly authorized by all requisite actions of Lessor; the Lease-Related Documents constitute valid, binding, and enforceable obligations of Lessor; and neither the execution of the Lease-Related Documents nor the consummation of the transactions they contemplate violates any agreement (including Lessor's organizational documents), contract, or other restriction to which Lessor is a party or is bound. Lessee makes to Lessor representations and warranties reciprocal to those in the preceding sentence and, in addition, represents and warrants that Lessee is qualified to do business in the State. Both parties' representations and warranties in this Section 27.1 shall continue to apply in full force and effect throughout the Term as if made continuously during the Term.

27.2 **Costs and Expenses; Legal Costs.** In the event of any litigation or dispute between the parties, or claim made by either party against the other, arising from this Lease or the Lessor-Lessee relationship under this Lease, or Lessor's enforcement of this Lease upon a Default, or to enforce or interpret this Lease or seek declaratory or injunctive relief in connection with this Lease, or to exercise any right or remedy under or arising from this Lease, or to regain or attempt to regain possession of the Premises or terminate this Lease, or in any Bankruptcy Proceeding affecting the other party to this Lease, the prevailing party shall be entitled to reimbursement of its Legal Costs with Default Interest and all other reasonable costs and expenses incurred in enforcing this Lease or curing the other party's default.

27.3 **No Consequential Damages.** Whenever either party may seek or claim damages against the other party (whether by reason of a breach of this Lease by such party, in enforcement of any indemnity obligation, for misrepresentation or breach of warranty, or otherwise), neither Lessor nor Lessee shall seek, nor shall there be awarded or granted by any court, arbitrator, or other adjudicator, any speculative, consequential, collateral, special, punitive, or indirect damages, whether such breach shall be willful, knowing, intentional, deliberate, or otherwise, except as otherwise expressly permitted by this Lease. The parties intend that any damages awarded to either party shall be limited to actual, direct damages sustained by the aggrieved party. Neither party shall be liable for any loss of profits suffered or claimed to have been suffered by the other.

27.4 **No Waiver by Silence.** Failure of either party to complain of any act or omission on the part of the other party shall not be deemed a waiver by the non-complaining party of any of its rights under this Lease. No waiver by either party at any time, express or implied, of any breach of this Lease shall waive such breach or any other breach.

27.5 **Performance Under Protest.** If a dispute arises about performance of any obligation under this Lease, the party against which such obligation is asserted shall have the right to perform it under protest, which shall not be regarded as voluntary performance. A party that has performed under protest may institute appropriate proceedings to recover any amount paid or the reasonable cost of otherwise complying with any such obligation.

27.6 **Survival.** All rights and obligations that by their nature are to be performed after any termination of this Lease shall survive any such termination.

27.7 **Unavoidable Delay.** Each party's obligation to perform or observe any nonmonetary obligation under this Lease shall be suspended during such time as such performance or observance is prevented or delayed by Unavoidable Delay.

27.8 **Broker.** Each party: (a) represents and warrants that it did not engage or deal with any broker or finder in connection with this Lease, and no person is entitled to any commission or finder's fee on account of any agreement or arrangement made by such party; and (b) shall indemnify the other party against any breach of such representation.

27.9 **Service of Process**. Lessee and every assignee shall either be domiciled in the State or shall, effective upon the date of this Lease (for the original Lessee) or upon the date of said assignment (for an assignee), designate in writing an agent who is domiciled in the State upon whom service of notice or process may be made at all times (if applicable, Lessee's first such agent for service of process is designated in **Exhibit F**). Service of summons or other legal process upon said agent shall be conclusively deemed to be complete upon Lessee and shall authorize the court from which such summons or legal process has issued to proceed in all respects as in the case of service personally made upon an individual. In the event Lessee fails to designate said agent for the service of process, or upon the death or absence of said agent, unless a successor shall be promptly named, the Director of Commerce and Consumer Affairs of the State shall be deemed Lessee's or assignee's agent for service of notice and process, and any notice or process served upon said designee or said Director of Commerce and Consumer Affairs shall have the force and effect of personal service upon Lessee or said assignee in all matters respecting this Lease and the enforcement thereof. Lessee and every assignee shall be duly qualified by the Director of Commerce and Consumer Affairs to do business in the State.

27.10 **Sexual Harassment Policy**. At all times during the Term, Lessee shall have and enforce a policy prohibiting sexual harassment in accordance with Article 18 of Chapter 1 of the Revised Ordinances of Honolulu 1990. Lessee may obtain a copy of said Article at the Office of the City Clerk, Honolulu Hale, 530 South King Street, Honolulu, Hawai'i.

27.11 **Non-Discrimination Policy**. Lessee shall not discriminate against any employee or applicant for employment based on race, color, national origin, religion, sex, sexual orientation, familial status, or disability, and Lessee shall comply with the provisions included in any agreement with the County pertaining to discrimination.

27.12 **Neither Party Agent, Joint Venturer or Partner of the Other**. Neither party hereto shall be construed to be an agent of, or a joint venture or partner with, the other party.

ARTICLE 28:
INTERPRETATION, EXECUTION, AND APPLICATION OF LEASE

28.1 **Captions**. The captions of Articles, Sections, items and paragraphs are for convenience and reference only and shall not be deemed to limit, construe, affect or alter the meaning of such Articles, Sections, items and paragraphs.

28.2 **Counterparts**. This Lease may be executed in counterparts with the same effect as if both parties hereto had executed the same document. Both counterparts shall be construed together and shall constitute a single lease document.

28.3 **Delivery of Drafts**. Neither party shall be bound by this Lease unless and until such party shall have executed and delivered this Lease. The submission of draft(s) or comment(s) on drafts shall not bind the parties, nor shall such draft(s) and comment(s) be considered in interpreting this Lease.

28.4 **Entire Agreement**. This Lease contains all terms, covenants, and conditions about the Premises. The parties have no other understandings or agreements, oral or written, about the Premises or Lessee's use or occupancy of, or any interest of Lessee in, the Premises except for any agreements referenced in this Lease, and except for any provisions from the Development Agreement that, by their terms are applicable to the Premises and intended to survive the closing of this leasing transaction (in which case such provision shall not be deemed legally merged into this Lease but, instead, shall be deemed incorporated into this Lease to the extent applicable).

28.5 **Governing Law and Venue.** This Lease, its interpretation and performance, the relationship between the parties, and any disputes arising from or relating to any of the foregoing, shall be governed, construed, interpreted, and regulated under the laws of the State, without regard to principles of conflict of laws. Any legal action hereunder shall be filed in the Hawai'i judicial system only, and Lessor and Lessee hereby unconditionally submit themselves to the jurisdiction of the courts of the State in the circuit where the Premises are located, and the United States District Court for the District of Hawai'i, and waive the right to assert that such courts are in an inconvenient forum.

28.6 **Partial Invalidity.** If any term or provision of this Lease or its application to any party or circumstance shall to any extent be invalid or unenforceable, then the remainder of this Lease, or the application of such term or provision to persons or circumstances except those as to which it is invalid or unenforceable, shall not be affected by such invalidity. All remaining provisions of this Lease shall be valid and be enforced to the fullest extent Law allows.

28.7 **Principles of Interpretation.** No inference in favor of or against any party shall be drawn from the fact that such party has drafted any part of this Lease. The parties have both participated substantially in its negotiation, drafting, and revision, with advice from counsel and other advisers. A term defined in the singular may be used in the plural, and vice versa, all in accordance with ordinary principles of English grammar, which also govern all other language in this Lease. The words "include" and "including" shall be construed to be followed by the words: "without limitation." Each of these terms shall be interpreted as if followed by the words "(or any part of it)" except where the context clearly requires otherwise: Building Equipment; FF&E; Fee Estate; Improvements; Land; Leasehold Estate; Premises; and any other similar collective noun. Every reference to any document, including this Lease, refers to such document as Modified from time to time (except, at Lessor's option, any Modification that violates this Lease), and includes all exhibits, schedules and riders to such document. The word "or" includes the word "and."

28.8 **Time of the Essence.** Except as otherwise expressly provided in this Lease, time is of the essence with respect to all provisions of this Lease.

28.9 **Computation of Deadlines.** If a due date determined under this Lease falls on a Saturday, Sunday or official State, County or federal holiday, such due date will be deemed to be the next Business Day.

28.10 **Joint and Several.** If there is more than one Person comprising Lessee, the obligations imposed upon such Persons under this Lease shall be joint and several.

28.11 **Relationship Between Lease and Development Agreement.** In the event of any conflict or inconsistency between this Lease and the Development Agreement, this Lease shall control.

[SIGNATURES APPEAR ON NEXT PAGE]

IN TESTIMONY WHEREOF, Lessor and Lessee have caused this Lease to be signed as of the day and year first above written.

LESSOR:

Date of execution by Lessor:
_____, 20__

APPROVAL RECOMMENDED:

_____
Department of Community Services

APPROVED AS TO FORM AND LEGALITY:

_____
Deputy Corporation Counsel

CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawai'i

By Department of Budget and Fiscal Services

By _____
Name:
Title:

LESSEE:

Date of execution by Lessee:
_____, 20__

HALEWAI'OLU SENIOR DEVELOPMENT, LLC,
a Hawaii limited liability company

By: Halewai'olu-Michaels, LLC,
a Hawaii limited liability company,
Its Managing Member

By _____
Name:
Title:

EXHIBIT A

LEGAL DESCRIPTION AND ENCUMBRANCES

[TO BE ATTACHED: LEGAL DESCRIPTION AND LIST OF ALL ENCUMBRANCES OF RECORD]

DRAFT

EXHIBIT B

ADDITIONAL PERMITTED EXCEPTIONS

Permitted Exceptions shall include all of the following, as they existed on the Commencement Date:

1. All leases, Subleases, tenancies and rights of occupancy affecting the Premises caused or permitted by Lessee or by anyone claiming by, through, or under Lessee;

2. All rights, if any, for electricity, gas, telephone, water, cable television, and any other utilities to maintain and operate lines, cables, poles, and distribution boxes in, over, and upon the Premises;

3. Possible projections or encroachments of retaining walls, foundations, stoops, areas, steps, sills, trim, cornices, standpipes, fire escapes, casings, ledges, water tables, lintels, porticos, keystones, windows, hedges, copings, sidewalk elevators, fences, fire escapes, and the like, or similar projections or objects upon, under, or above any adjoining buildings or streets or avenues or those belonging to adjoining premises which encroach upon the Premises or within any set-back areas, and variations between the lines of record title and fences, retaining walls, hedges, and the like;

4. Variations between the tax map and the record description of the Land;

5. Zoning, environmental, municipal, building, and all other laws, regulations or similar matters imposed by any federal, state, municipal, or local government or any public or quasi-public board, authority, or similar agency having jurisdiction over the Premises or any portion thereof;

6. All notes or notices of any violation of law or municipal ordinances, orders, or requirements noted in or issued by any Government having or asserting jurisdiction, now or hereafter affecting the Premises; and

7. The lien for all taxes, charges, rents, assessments, and any other governmental charges which are not yet due and payable.

8. **[RESERVED – all exceptions (including encroachments identified on applicable ALTA Survey) accepted or deemed accepted by Lessee as a result of its due diligence investigation.]**

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT C

FORM OF INCOME CERTIFICATION

VERIFICATION OF INCOME

RE: Halewai'olu Senior Residences
1331-1347 River Street, Honolulu Hawaii 96817

Apartment Number: _____. Initial Occupancy Date: _____.

I/We, the undersigned, being first duly sworn, state that I/we have read and answered fully, and truthfully each of the following questions for all persons who are to occupy the unit in the above apartment development for which application is made, all of whom are listed below:

A. Name of Members of the Household	B. Relationship to Head of Household	C. Age	D. Social Security Number	E. Place of Employment
	Head of Household			
	Spouse			

1. The anticipated income of all the above persons during the 12-month period beginning this date, including income described in Item 1(a) below, but excluding all income described in subitem (b) below, is $_____.

(a) The amount set forth above includes all of the following income (unless such income is described in (b) below):

(i) all wages and salaries, overtime pay, commissions, fees, tips and bonuses before payroll deductions;

(ii) net income from the operation of a business or profession or from the rental of real or personal property (without deducting expenditures for business expansion or amortization of capital indebtedness or any allowance for depreciation of capital assets);

(iii) interest and dividends (include all income from assets as set forth in Item 2(b) below);

(iv) the full amount of periodic payments received from social security, annuities, insurance policies, retirement funds, pensions, disability or death benefits and other similar types of periodic receipts;

(v) payments in lieu of earnings, such as unemployment and disability compensation, workmen's compensation and severance pay;

(vi) the maximum amount of public assistance available to the above persons;

(vii) periodic and determinable allowances, such as alimony and child support payments and regular contributions and gifts received from persons not residing in the dwelling;

(viii) all regular pay, special pay and allowances of a member of the Armed Forces (whether or not living in the dwelling) who is the head of the household or spouse; and

(ix) any earned income tax credit to the extent it exceeds income tax liability.

(b) The following income is excluded from the amount set forth above:

(i) casual, sporadic or irregular gifts;

(ii) amounts which are specifically for or in reimbursement of medical expenses;

(iii) lump sum additions to family assets, such as inheritances, insurance payments (including payments under health and accident insurance and worker's compensation), capital gains and settlement for personal or property losses;

(iv) amounts of educational scholarships paid directly to a student or an educational institution, and amounts paid by the government to a veteran for use in meeting the costs of tuition, fees, books and equipment, but in either case only to the extent used for such purposes;

(v) hazardous duty to a member of the household in the armed forces who is away from home and exposed to hostile fire;

(vi) relocation payments under Title II of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970;

(vii) income from employment of children (including foster children) under the age of 18 years;

(viii) foster child care payments;

(ix) the value of coupon allotments under the Food Stamp Act of 1977;

(x) payments to volunteers under the Domestic Volunteer Service Act of 1973;

(xi) payments received under the Alaska Native Claims Settlement Act;

(xii) income derived from certain submarginal land of the United States that is held in trust for certain Indian tribes;

(xiii) payments on allowances made under the Department of Health and Human Services' Low-Income Home Energy Assistance Program;

(xiv) payments received from the Job Partnership Training Act;

(xv) income derived from the disposition of funds of the Grand River Band of Ottawa Indians; and

(xvi) the first $2000 of per capita shares received from judgment funds awarded by the Indian Claims Commission or the Court of Claims or from funds held in trust for an Indian tribe by the Secretary of Interior.

2. If any of the persons described in Column A in the table above (or any person whose income or contributions were included in Item 1 above) has any savings, stocks, bonds, equity in real property or other form of capital investment (excluding interests in Indian trust lands), provide:

(a) the total value of all such assets owned by all such persons: $_____, and

(b) the amount of income expected to be derived from such assets in the 12-month period commencing this date: $_____

3. (a) Will all of the persons listed in Column A above be, or have they been, full-time students during five calendar months of this calendar year at an educational institution (other than a correspondence school) with regular faculty and students?

Yes _____ No _____

(b) (Complete only if the answer to Item 3(a) is "Yes"). Is any such person (other than nonresident aliens) married and eligible to file a joint federal income tax return?

Yes _____ No _____

We acknowledge that all of the foregoing information is relevant to verification of our status as Tenants of a Regulated Unit and compliance with City affordable housing policies and ordinances and HUD affordable housing program requirements. We consent to the disclosure of such information by the City to HUD and other third-parties involved in the audit, monitoring or enforcement of such policies or programs.

We declare under penalty of perjury that the foregoing is true and correct.

Date: _____

_____
Head of Household

_____
Spouse

FOR COMPLETION BY PROJECT LESSEE ONLY:

I. Calculation of eligible income:

(A) Enter amount entered for entire household from Item 1 above:
$_____

(B) Is the amount entered in Item 2(a) above is greater than $5,000? Yes / No

If the answer to Item I(B) is "Yes," please complete subitems (i)-(iii) below:

(i) The product of the amount entered in Item 2(a) above and the current passbook savings rate as determined by HUD: $_____

(ii) The amount entered in Item 2(b) above: $_____

(iii) Item I(i) minus Item I(ii) (if less than $0, enter $0): $_____

(C) TOTAL ELIGIBLE INCOME (Item I(A) plus, if applicable, Item I(B)(iii)):
$_____

II. Income Qualification:

(A) Is the amount entered in Item I(C) less than or equal to thirty percent (30%) of median income for the Area? Yes / No

(B) Is the amount entered in Item I(C) less than or equal to sixty percent (60%) of median income for the Area? Yes / No

(C) Is the amount entered in Item I(C) less than or equal to eighty percent (80%) of median income for the Area? Yes / No

III. Number of apartment unit assigned: _____ (enter here and on page one)

_____
Lessee

EXHIBIT D

[FORM OF CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE]

CERTIFICATE OF CONTINUING PROGRAM COMPLIANCE

Capitalized terms not otherwise defined in this Certificate of Continuing Program Compliance shall have the meanings set forth in that certain Lease dated _____, by and between the City and County of Honolulu, a municipal corporation of the State of Hawaii (the "City"), and _____, a _____ (the "Lessee"), with respect to the below-referenced Project (such agreement, the "Agreement").

Witnesseth that on this _____ day of _____, the undersigned, having leased from the City that certain affordable senior rental housing development known as Halewai'olu (the "Project"), does hereby certify that during the preceding year (i) such Project was continually in compliance with the Lease; (ii) _____of the residential units in the Project were occupied by Qualified Tenants at Affordable Rents; (iii) and does hereby further certify that the representations set forth herein are true and correct to the best of the undersigned's knowledge and belief.

Set forth below are the names of the Qualified Tenants who commenced or terminated occupancy during the preceding year:

Commenced Occupancy	Terminated Occupancy
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Attached is a separate sheet listing the number of each residential unit and indicating which residential units are occupied by Qualified Tenants, the size, the number of bedrooms of such residential units and the respective number of Qualified Tenants who commenced occupancy of residential units during the preceding year.

Unit No.	Class of Unit	No. of Bedrooms	Rent	Total Eligible Income	Size (Sq. Ft.)
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____

Total Number of Units: _____

Number of Lower Income Tenants commencing occupancy this year: _____

EXHIBIT E

NOTICE ADDRESSEES
(INCLUDING REQUIRED COPY RECIPIENTS

LESSOR: _____
_____
_____
Attn: _____
Telephone: _____
Facsimile: _____
Email: _____

With a copy to:

_____
_____
_____
Attn: _____
Telephone: _____
Facsimile: _____
Email: _____

LESSEE: Halewai'olu Senior Development, LLC
737 Bishop Street, Suite 1520
Honolulu, Hawaii 96813
Attn: Ms. Monika Mordasini Rossen, Vice President of Development
Ms. Karen Seddon, Vice President of Development
Telephone: (808) 691-9446
Facsimile: (808) 888-2976
Email: mmordasini@themichaelsorg.com

With a copy to:

Settle Meyer Law, LLLC
900 Fort Street Mall, Suite 1600
Honolulu, Hawaii 96813
Attn: Scott W. Settle
Telephone: (808) 540-2400
Facsimile: (808) 694-3054
Email: ssettle@settlemeyerlaw.com

EXHIBIT F

SERVICE OF PROCESS

National Registered Agents of HI, Inc.
1136 Union Mall, Unit 301
Honolulu, Hawaii 96813
United States
Attn: Halewai'olu Senior Development, LLC

DRAFT

EXHIBIT D

Low and Moderate Income Area

[To be attached]

EXHIBIT E

Development Schedule

DEVELOPMENT SCHEDULE
Halewai'olu Senior Residences
As of November 5, 2015

Activity	Completion Date
PLANNING AND DESIGN	
Development Award	April 2015
Confidentiality Agreement Complete	April 2015
Development Agreement & Ground Lease Negotiated	April - October 2015
Development Agreement Council Approval	November - December 2015
Concept / Schematic Plan: Site & Vertical	June - December 2015
Entitlement (Due Diligence and Discretionary Approvals)	January - December 2016
Schematic / Construction Plan: Site & Vertical	January - December 2016
Submit Construction Plan: Site & Vertical	December 2016
Contractor Bid & Negotiation	January - May 2017
Contractor Contract Finalized	May 2017
Construction Plan Approvals: Site & Vertical (Ministerial)	May 2017
FINANCING	
Prepare FHLB Seattle AHP 2015 Application	April - May 2015
Submit FHLB Seattle AHP 2015 Application	May 2015
FHLB Seattle AHP 2015 Application Award *	November - December 2015
Prepare 2016 1st Round Consolidated Application	January - March 2016
Prepare Equitable TOD Loan Fund Program Application	January - March 2016
Submit Equitable TOD Loan Fund Program Application	April 2016
Submit 2016 1st Round Consolidated Application	April 2016
Equitable TOD Loan Fund Program Award	July 2016
HHFDC 2016 1st Round Consolidated Application Award **	July 2016
HHFDC Board Approval of LIHTC & Bond Award	July 2016
HHFDC Board Approval of RHTF Award	August 2016
CLOSING	
Draft Equity Limited Partnership Agreement Circulated	January - June 2017
Draft Loan Documents Circulated	January - June 2017
Closing	June 2017
CONSTRUCTION and LEASE UP	
Construction Begins	July 2017
Marketing Begins	March 2019
Leasing Begins	July 2019
Construction Complete	July 2019
Occupancy Complete	September - October 2019
* If award not received, application will again be submitted in 2016.	
** If award not received, application will again be submitted in 2016 2nd Round.	

EXHIBIT F

Budget

Halewai olu Senior Residences

BUDGET

Sources		
Permanent Loan - Continental Mortgage	$	8,366,000
Permanent Loan - Rental Housing Trust Fund (HHFDC)	$	16,370,000
LIHTC Equity - Prestige Affordable Housing Equity Partners	$	21,678,195
LIHTC Fee Rebate (HHFDC)	$	76,406
FHLB AHP Subsidy	$	1,000,000
Total Sources	**$**	**47,490,601**
Uses		
Development - Soft Costs	$	10,914,008
Developer Fees		
Insurance		
Lease-Up Costs		
Legal Fees		
Lender Fees		
Lender Interest		
LIHTC Fees		
Planning and Entitlement		
Property Insurance		
Real Estate Taxes		
Soft Cost Contingency		
Syndication Fees		
Title & Recording Fees		
Construction - Hard Costs	$	36,576,593
Demolition		
Hard Costs Contingency		
New Construction		
Total Uses	**$**	**47,490,601**

EXHIBIT G

City's Sexual Harassment Policy

Article 18. Sexual Harassment Policy for Employer Having a Contract with the City

Sec. 1-18.1 "Sexual harassment" -- Definition.

(a) For the purpose of this article, "sexual harassment" means any of the following:

(1) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or visual display of a sexual nature directed by an officer or employee to a second officer or employee when:

(A) Submission to the advances, requests, or conduct is a term or condition of the second officer's or employee's employment;

(B) Submission to or rejection of the advances, requests, or conduct is used as the basis for employment decisions relating to the second officer or employee; or

(C) The advances, requests, conduct, or visual display has the purpose or effect of:

(i) Substantially interfering with the second officer's or employee's work performance; or

(ii) Creating an intimidating, hostile, or offensive working environment for the second officer or employee;

(b) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or visual display of a sexual nature directed by an officer or employee to an individual under consideration for employment with an employer when:

(1) Submission to the advances, requests, or conduct is used as a term or condition for the employment of the individual;

(2) Submission to or rejection of the advances, requests, or conduct is used as the basis for a decision to employ or reject the individual; or

(3) The advances, requests, conduct, or visual display has the purpose or effect of:

(A) Substantially interfering with the individual's ability to display qualifications for employment; or

(B) Creating an intimidating, hostile, or offensive environment in which the individual seeks employment; and

(c) Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct or visual display of a sexual nature directed by an officer or employee to an individual engaged in business with an employer when:

(1) Submission to the advances, requests, or conduct is a term or condition of the individual's engagement in business with the employer;

(2) Submission to or rejection of the advances, requests, or conduct is used as the basis for a decision on the individual's engagement in business with the employer; or

(3) The advances, requests, conduct, or visual display has the purpose or effect of:

(A) Substantially interfering with the individual's engagement in business with the employer; or
(B) Creating an intimidating, hostile, or offensive environment in which the individual engages in business with the employer.

(Added by Ord. 93-84)

Sec. 1-18.2 Other definitions.

For the purpose of this article:

"City officer in charge" means the city executive officer having the final authority to enter into or renew a contract with an employer.

"Employee" means an individual employed by an employer.

"Employer" means a sole proprietorship, partnership, profit or nonprofit corporation, or any other private person employing at least one individual.

"Individual engaged in business with an employer" means an individual who:

(1) Is performing services as an independent contractor with an employer;
(2) Is seeking an independent contract with an employer;
(3) Is seeking to sell or has sold products or services to an employer;
(4) Is engaged or seeking to engage in a business activity jointly with an employer;
(5) Is a customer or seeking to become a customer of an employer; or
(6) Is a client or seeking to become a client of an employer.

"Individual under consideration for employment with an employer" means an individual who has applied for and is being considered for employment with an employer.

"Officer" means an individual serving as a director, officer, partner, or proprietor of an employer. (Added by Ord. 93-84)

Sec. 1-18.3 Applicability of article.

This article shall apply to the following employers having contracts with the city:

(1) An employer under contract to provide products or services to or on behalf of the city;
(2) An employer with a contract to lease real property from the city; and
(3) An employer with a contract to operate a concession on city property.

(Added by Ord. 93-84)

Sec. 1-18.4 Sexual harassment policy required of employer.

(a) Each employer to which this article applies shall have and enforce a policy prohibiting sexual harassment which sets forth the same or greater protections than those contained in Article 17 which are correspondingly applicable to the employer's business and including the following:
   (1) Prohibitions against an officer's or employee's sexual harassment of the following:
      (A) Another officer or employee of the employer;
      (B) An individual under consideration for employment with the employer; or
      (C) An individual doing business with the employer;
   (2) A provision prohibiting a management or supervisory officer or employee from knowingly permitting a subordinate officer or

employee to engage in the sexual harassment prohibited under subdivision (1);

(3) A prohibition against retaliation towards an officer, employee, or individual who has complained of sexual harassment, conducted an investigation of a complaint, or acted as a witness during an investigation of a complaint;

(4) A prohibition against a malicious false complaint of sexual harassment by an officer, employee, or individual;

(5) Provisions allowing an officer, employee, or individual to make a sexual harassment complaint to an appropriate management, supervisory, or personnel officer or employee;

(6) Procedures for investigating a sexual harassment complaint in an unbiased, fair, and discreet manner with appropriate safeguards to maintain confidentiality and protection from embarrassment;

(7) A provision requiring the use of the "reasonable person of the same gender standard," as described under Section 1-17.6, to determine if sexual harassment has occurred;

(8) Disciplinary actions which may be imposed on an officer or employee who committed a prohibited act; and

(9) For an employer with at least five employees, a provision requiring the annual viewing of a video on the sexual harassment policy by each management or supervisory officer or employee.

(b) The policy required under this section shall be in effect for at least the duration of the employer's contract with the city.

(c) The department of finance shall prepare a standard form of the policy required under this section. The standard form shall set forth a policy containing minimum requirements which conform to this section.

(Added by Ord. 93-84)

Sec. 1-18.5 Pledge of compliance -- Prohibition on contract without pledge -- Revocation, termination, or suspension of contract for noncompliance with pledge.

(a) When entering into or renewing a contract with an employer, the city officer in charge shall require the employer to pledge compliance with:

(1) This article; and

(2) The sexual harassment policy set forth in the standard form prepared by the department of finance.

A provision in the contract or renewal document shall express the pledge. Approval of the contract or renewal document by the employer shall be deemed an agreement with the pledge.

(b) A city officer in charge shall not enter into or renew a contract with an employer unless the employer agrees to the pledge required by this section.

A city officer in charge may revoke, terminate, or suspend a contract with an employer if finding that the employer is not in compliance with the pledge required by this section.

(Added by Ord. 93-84)

Sec. 1-18.6 Debarment for violation.

(a) The director of finance may debar an employer who, contrary to a pledge made pursuant to Section 1-18.5, has violated this article or the sexual harassment policy set forth in the standard form prepared by the department of finance.

The director of finance shall have discretion in determining whether to debar an employer for a violation. When making a debarment decision, the director of finance shall consider the seriousness of the violation and any remedial measures taken by or mitigating factors applicable to the employer.

(b) The debarment of an employer:

(1) Shall extend to the employer's divisions or other organizational elements; and

(2) May extend to a business affiliate of the employer if so ordered by the director of finance. A "business affiliate of the employer" means a business concern, organization, or individual which, directly or indirectly:

(A) Has the power to control the employer;

(B) Is subject to the control of the employer; or

(C) Is subject, along with the employer, to the control of a third party.

Any provision of this section applicable to a "debarred employer" also shall be applicable to a division or other organizational element of the debarred employer and, if so ordered by the director of finance, a business affiliate of the debarred employer.

(c) The director of finance shall set the debarment period for a debarred employer. The debarment period shall be commensurate with the seriousness of the employer's violation, but not more than three years.

(d) Unless the director of finance orders otherwise for a compelling reason, a debarred employer shall not be eligible for the following during the debarment period:

(1) The award or renewal of a contract with the city; or

(2) A subcontract to another person's contract with the city.

(e) The director of finance shall establish procedures for making a decision on the proposed debarment of an employer. The procedures shall include, but not be limited to, the following:

(1) Notice to the employer proposed to be debarred; and

(2) An opportunity for the employer to present arguments against debarment.

The director of finance also may establish rules or policies deemed necessary to implement this section.

The procedures, rules, and policies shall be in conformance with HRS Section 103D-702 and any rules of the state procurement policy office.
(Added by Ord. 93-84)

Sec. 1-18.7 Rules.

The department of finance shall have the power to enact rules pursuant to HRS Chapter 91 to carry out the purposes of this article. (Added by Ord. 93-84)

[*Editor's Note: Section 3 of Ord. 93-84 requires the department of finance to prepare the standard form required under Sec. 1-17.4(c) by January 1, 1994. Section 3 of Ord. 93-84 also provides that Art. 18 shall apply to an employer entering into or renewing a contract with the city after December 31, 1993.]

EXHIBIT H

Form of Performance and Payment Bond

[Developer requests insertion of AIA A312 Payment and Performance Bond]

CITY COUNCIL
CITY AND COUNTY OF HONOLULU
HONOLULU, HAWAII
CERTIFICATE

RESOLUTION 16-70, CD1, FD1

Introduced: 03/16/16 By: ERNEST MARTIN – BY REQUEST Committee: BUDGET

Title: RESOLUTION APPROVING AND AUTHORIZING THE MAYOR OR THE MAYOR'S DESIGNEE TO ENTER INTO A DEVELOPMENT AGREEMENT BETWEEN THE CITY AND COUNTY OF HONOLULU AND HALEWAIOLU SENIOR DEVELOPMENT, LLC, FOR THE DEVELOPMENT OF A SENIOR AFFORDABLE RENTAL PROJECT AND COMMUNITY CENTER AT 1331-1347 RIVER STREET (TMK (1) 1-7-006:012).

Voting Legend: * = Aye w/Reservations

03/30/16	BUDGET	CR-101 – RESOLUTION REPORTED OUT OF COMMITTEE FOR ADOPTION AS AMENDED IN CD1 FORM.
04/20/16	COUNCIL	CR-101 AND RESOLUTION 16-70, CD1 WERE DEFERRED.
05/04/16	COUNCIL	NOTE: PROPOSED FD1 VERSION AS POSTED ON THE AGENDA WAS NOT CONSIDERED. RESOLUTION AMENDED TO HANDCARRIED FD1 (OCS2016-0496/5/3/2016 3:28PM). 9 AYES: ANDERSON, ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MARTIN, MENOR, OZAWA, PINE. CR-101 AND RESOLUTION 16-70, CD1, FD1 WERE ADOPTED. 9 AYES: ANDERSON, ELEFANTE, FUKUNAGA, KOBAYASHI, MANAHAN, MARTIN, MENOR, OZAWA, PINE.

I hereby certify that the above is a true record of action by the Council of the City and County of Honolulu on this RESOLUTION.

GLEN I. TAKAHASHI, CITY CLERK

ERNEST Y. MARTIN, CHAIR AND PRESIDING OFFICER

[This is a blank page]

Appendix K
Comparing the Development Agreement to the Project (excerpt from the NEPA EA)

[This is a blank page]

2.0 PROJECT DESCRIPTION

2.1 PROJECT BACKGROUND

The City, through its Department of Community Services and the Mayor's Office of Housing, published a Request for Proposal on July 3, 2014, with the intention to "realize the Chinatown community's need for a quality affordable senior housing development."[1]

Developer proposals were submitted on September 5, 2014, followed by developer presentations to the Selection Committee on November 10, 2014, and after Best and Final Offers were finalized on February 9, 2015, HSD was informed by the City via a letter dated April 4, 2015, that it had been selected as the developer for the Project.

After a presentation to Mayor Kirk Caldwell and the Administrative Staff on April 28, 2015, HSD and the City entered into negotiations on a Development Agreement until a final draft was completed on November 6, 2015, enabling the City to file Resolution No. 16-70 for City Council approval of the Development Agreement. Resolution No. 16-70 was introduced to the Honolulu City Council Budget Committee on March 16, 2016 and approved on March 30, 2016. Resolution No. 16-70, CD1, FD1[2] was approved by the full Honolulu City Council on May 4, 2016. The final Development Agreement based on the approved resolution was completed on May 17, 2016, with a first Amendment to the Development Agreement completed on August 16, 2016. Due diligence was performed, followed by partial acceptance of the Project by HSD on November 23, 2016, related to acceptance of the physical condition of the property but reserving other objections to the property. A second Amendment to the Development Agreement was completed on December 8, 2016 and a third Amendment to the Development Agreement was completed on May 7, 2020. The Applicant will revise the Development Agreement, as required, after completion of the 201H Process, as this approval will require changes to the Development Agreement. In addition, a separate 201H Development Agreement will be prepared in consultation with the Department of Planning and Permitting (DPP).

The required documentation for the HHFDC Consolidated Application for Project funding, scheduled for February 2017, could not be adequately generated in time for submittal in 2017; therefore, the Project funding submittal was delayed to February 2018. HHFDC subsequently awarded the requested Project funding one year later, in February 2019.

Pursuant to the executed Development Agreement, HSD agreed to develop, construct, complete, manage and operate a senior affordable rental Project, for a term of 65 years (lease may be extended for a period not to exceed 75 years total).

DEVELOPMENT AGREEMENT

The Development Agreement will be revised after approval of the 201H Application is acted on (approved) by the Honolulu City Council, to be sure that all revisions needed to the Development Agreement related to the 201H Application approval can be requested.

Differences between the existing Development Agreement and the Project are discussed below:

1. "2.2.1 Residential Units: There shall be 150 affordable residential rental units for Qualified Tenants (the "Units") plus one unit for an on-site staff member ("Staff Unit")."

[1] Request for Proposals, Halewai'olu Residences, Offered by: City, Kirk Caldwell, Mayor, July 3, 2014, p. 4

[2] http://www4.honolulu.gov/docushare/dsweb/Get/Document-179177/RES16-070.htm

The Project is planned with 155 affordable residential units with on-site staff unit (resident manager). The Applicant was able to increase the number of affordable rental units provided to seniors.

2. "2.2.3 Unit **Mix:**

.....

Approx. No. of Units	Type of (No.) Bedroom Unit	AMI Levels, as determined by HUD
8	1	30%
117	1	60%
12	1	80%
10	2	60%
4	2	80%
Total 151"		

The Project now proposes the following number of units at the listed AMI, increasing the total number of units and total number of larger, two-bedroom units:

Unit Type	***One-bedroom***	***Two-bedroom***	***Total***
30% of AMI	*8*	*0*	*8*
60% of AMI	*115*	*16*	*131*
80% of AMI	*7*	*9*	*16*
Manager's Unit	*0*	*1*	*1*
Total:	*130*	*26*	*156*

3. "2.2.4 Parking and Loading. A three-story parking structure, to include a total of 75 parking stalls, at least 1O of which shall be reserved for persons with disabilities in compliance with the Americans with Disabilities Act, as amended ("ADA"), and one (1) loading space (located on the ground floor), all in compliance with the LUO and other applicable law."

The Project is planned with 51 parking stalls and as necessary, the number of accessible parking stalls provided will be based on the requirements of the HDOH, DCAB Interpretive Opinion 2014-05. DPP has recommended 25 parking stalls, since the Project Site is in walking distance to the future transit station and bus stops. The proposed 51 parking stalls represents a middle ground between the Development Agreement and DPP's recommendation.

4. "2.2.5 Resident Amenities. The following amenities shall be available exclusively for residents and their guests:

.....

2.2.5.2 An approximately 4,000 square foot rooftop garden on the rooftop of the Community Center."

The Project will now provide approximately 622 square feet rooftop garden due to required rooftop mechanical enclosure and other rooftop equipment for the multi-purpose room below

5. "2.2.6 Community Center. A community center of approximately 10,453 square feet (the "Community Center") at the ground floor along the main entry to the residences. The Community Center will include a "Great Room" for events, a warming kitchen, and other activity and meeting spaces for small scale programs and services."

   The Community Center spaces total approximately 10,444 square feet, including the "Great Room" warming kitchen, and other activity and meeting spaces.

6. "2.2.7 Retail Space. Developer will provide retail shop space comprising an area of approximately 1,922 square feet configured as two to four small shops with rents to be offered at below-market pricing."
   Due to HECO requirements to locate transformers and the vault room close to the street, the retail space is reduced to approximately 618 square feet.

7. "2.2.1O Modifications. The exact number of Units, Unit mix, Unit affordability mix, square footages, amenities and mixed-use components may be adjusted upon the request of the Developer and reasonable approval of the City based upon the results of Developer's due diligence permitted under Section 4.1 of this Agreement, the requirements of Developer's lenders and investors, and feedback from governmental authorities, community groups and public stakeholders during the design, environmental review and entitlement process. By way of example only, the City and Developer hereby agree that it shall be reasonable for the parties to adjust the Project components as provided for in this Agreement, to the extent necessary to comply with any affordable housing regulatory agreement or similar restrictive conditions or covenants imposed by a governmental agency to be recorded against the Property. Any such modifications shall not significantly deviate from Developer's Proposal and shall be made prior to the submission of the Lease to the City Council for approval, and the final details of all Project components shall be incorporated into such Lease."

   All of these modifications represent not significant deviations from the Development Agreement and permitted without amending the Development Agreement. The number of parking stalls has decreased due to the Project's location within the Downtown TOD plan area and at the request of DPP. Notwithstanding, the Applicant intends to request a modification from the City Council, after action/approval of the 201H Application.

Change in Use Designation

In order to facilitate the development of the Halewai'olu Senior Residences Project, the City proposed a change to the CDBG use restriction on the property to allow the construction of affordable rental housing. The rationale for the redesignation of use is as follows:

Redeveloping the vacant commercial building into affordable rental housing meets a CDBG national objective under which housing will be created which is 24 CFR 570.208(a)(3) Housing Activities and furthers the City's goal of creating and preserving affordable rental housing stock.

Accordingly, the following Public Notice was published in the Honolulu Star-Advertiser on Tuesday, March 31, 2020:

[This is a blank page]

Appendix L
SHPD letter (Jun 05, 2020)

[This is a blank page]

DAVID Y. IGE
GOVERNOR OF
HAWAII

SUZANNE D. CASE
CHAIRPERSON
BOARD OF LAND AND NATURAL RESOURCES
COMMISSION ON WATER RESOURCE MANAGEMENT

ROBERT K. MASUDA
FIRST DEPUTY

M. KALEO MANUEL
DEPUTY DIRECTOR - WATER

AQUATIC RESOURCES
BOATING AND OCEAN RECREATION
BUREAU OF CONVEYANCES
COMMISSION ON WATER RESOURCE MANAGEMENT
CONSERVATION AND COASTAL LANDS
CONSERVATION AND RESOURCES ENFORCEMENT
ENGINEERING
FORESTRY AND WILDLIFE
HISTORIC PRESERVATION
KAHOOLAWE ISLAND RESERVE COMMISSION
LAND
STATE PARKS

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES

STATE HISTORIC PRESERVATION DIVISION
KAKUHIHEWA BUILDING
601 KAMOKILA BLVD., STE 555
KAPOLEI, HI 96707

June 5, 2020

IN REPLY REFER TO:
Log No. 2020.01080
Doc. No. 2006SL01
Archaeology

Ms. Kathy Sokugawa, Acting Director
City and County of Honolulu
Department of Planning and Permitting
650 South King Street
Honolulu, HI 96813
c/o wcarvalho@honolulu.gov

Sandra S. Pfund, Director
City and County of Honolulu
Department of Land Management
558 South King Street
Honolulu, HI 96813
spfund@honolulu.gov

Dear Ms. Sokugawa and Ms. Pfund:

SUBJECT: **Chapter 6E-8 and NHPA Section 106 Historic Preservation Review –**
Permit Applications – A2019-08-1298 (demolition), A2019-08-1297 (site work), and A2019-08-1296 (new construction)
Archaeological Inventory Survey Report for the Halewai'olu Senior Residences Project
Honolulu Ahupua'a, Honolulu (Kona) District, Island of O'ahu
TMK: (1) 1-7-006:012

The State Historic Preservation Division's (SHPD's) received three City and County of Honolulu Department of Planning and Permitting (C&C DPP) permit applications related to the proposed C&C Department of Land Management's (DLM's) Halewai'olu Senior Residences Project on October 2, 2019: A2019-08-1298 (demolition; Log No. 2019.02190), A2019-08-1297 (site work; Log No. 2019.02189), and A2019-08-1296 (new construction; Log No. 02188). Subsequently, SHPD received the initial archaeological inventory survey (AIS) report on January 13, 2020 and requested revisions on March 31, 2020 (Log No. 2020.00074, Doc. No. 2003SL02). In a letter dated April 20, 2020 (Log No. 2020.00868, Doc. No. 2004SL06), SHPD requested revisions to the revised draft AIS report received on March 31, 2020, along with additional consultation regarding the proposed mitigation commitments per HRS 6E and 36 CFR 800 and, when finalized, that the mitigation commitments be included in the final AIS report and the Memorandum of Agreement (MOA). SHPD received the revised draft AIS (Farley et al., May 2020) on May 12, 2020, and subsequent final revisions via email on May 21-22, 2020 (Susan Lebo [SHPD] to Matt McDermott [Cultural Surveys Hawai'i, Inc.]).

In a letter dated May 11, 2020, the C&C DLM requested the SHPD's review and acceptance of the current draft AIS report (Farley et al., May 2020), and concurrence with (1) a project effect determination of "Effect, with proposed mitigation commitments" per HAR §13-275-7 and "adverse effect" per 36 CFR 800.5, (2) the proposed mitigation commitments in accordance with HAR §13-275-8 and 36 CFR 800, and (3) C&C DLM's intent to request the project proceed under a two-step verification process per HAR §13-275-9.

This letter provides SHPD's review of the current revised draft AIS report (Farley et al., May 2020), provides SHPD's concurrence with the C&C DLM's HRS 6E project effect determination and proposed mitigation commitments, and **specifies the stipulations SHPD requires be attached to the three C&C DPP project permits.**

It also provides the SHPO's concurrence with the C&C DLM's effect determination of "adverse effect" per 36 CFR 800.5 and the preparation and execution of a MOA to address the adverse effect, per 36 CFR 800.6.

The C&C DLM has determined that the Halewai'olu Senior Residences Project (project) is a federal undertaking as defined in 36 CFR 800.16(y) due to the use of federal funding for acquisition and/or improvement of the project. The C&C purchased the property in 1992 using Federal Housing and Urban Development (HUD) Community Development Block Grants (CDBG) funds. The project is also subject to HRS 6E-8 review as a C&C project on C&C-owned land. Project construction is to be funded with federal equity through the Low-Income Housing Tax Credit program and Hawai'i State funds. C&C DLM is the accepting agency and the applicant (developer) is Halewai'olu Senior Development, LLC. C&C DLM initiated Chapter 6E and NHPA Section 106 consultation with SHPD on April 12, 2017.

The HRS 6E project area is defined as the project footprint at 1331-1347 River Street. The project area is 0.6181 acre.

The area of potential effect (APE) has been identified as the area within the boundaries generally established by the H-1 Freeway to the northeast, Nuuanu Avenue and Maunakea Street to the southeast, North Beretania Street to the southwest, and Aala Street to the northwest. The State Historic Preservation Officer (SHPO) concurred with the undertaking's APE in a letter dated March 31, 2020 (Log Nos. 2019.01347, 2019.02188, 2019.02189, 2019.02190, 220.00074, Doc. No. 2003SL02).

Two historic properties were documented in the project area, the John R. Gilliland Sr. Building and Site 50-80-14-8840, subsurface cultural deposits including remnant infrastructure, pit features, and a human burial. Fung Associates, Inc. completed an architectural survey for the building (Hibbard and Chiu 2016; AIS Appendix A), and Cultural Surveys Hawai'i, Inc. (CSH) completed an archaeological inventory survey (AIS) of the project area.

The John R. Gilliland Sr. Building was built in 1958. Fung Associates (Hibbard and Chiu 2016) assessed the two-story commercial building as eligible for listing on the National Register of Historic Places under Criterion C, as a very good example of a small retail/office building constructed in Hawai'i in a modern style in the 1950s, and as being typical of its period in design, materials, workmanship, and construction methods. Hibbard and Chiu (2016) also assessed the building as a good example of the architectural work of Kenneth Sato. Sato was born in Kahuku on O'ahu and received a civil engineering degree from the University of Hawai'i, and designed a number of churches, apartments, and low-rise commercial buildings. He also worked on a number of public schools and bridges for the Territory of Hawaii. SHPD accepted the RLS documentation and findings in a letter dated February 27, 2019 (Log No. 2017.02503 Doc. No. 1702JLP04).

Archaeological Site 50-80-14-8840 consists of three components (Components 1-3). The oldest, Component 1, consists of multiple, buried agricultural deposits associated with use of the Nu'uanu Stream floodplain. Component 2 consists of possibly pre- to post-Contact habitation layers, including associated pit features (Component 2 Features 1-5, 7-19) and a human burial site (Component 2 Feature 6), which developed within the uppermost natural alluvium deposits alongside Nu'uanu Stream. The youngest, Component 3, consists of remnant infrastructure (Component 3 Features 1-6) associated with the residential and commercial development of Honolulu in the early- to mid-twentieth century. The AIS (Farley et al., May 2020) assesses Site 50-80-14-8840 as significant under Criterion d (potential to yield information important to prehistory and/or history) and Criterion e (cultural value to indigenous Hawaiians) pursuant to HAR §13-275-6, and as eligible for inclusion on the National Register of Historic Places under Criterion D. It is assessed as significant and eligible based the information obtained during the AIS and the potential for the site to yield additional information on traditional Hawaiian agriculture, habitation, and burial practices along or near Nu'uanu Stream and post-Contact urban development of Honolulu into the mid-twentieth century.

The AIS fieldwork included excavation of 15 backhoe trench excavations. The Site 50-80-14-8840 Component 1 (Strata IId-IIh) agricultural deposits were identified across most of the project area (within 12 of the 15 excavations). They consist primarily of silty clay loam alluvial deposits, which were interpreted to represent Nu'uanu Stream overflow or flooding episodes. Component 1 is identified as representing at least three phases of land use, most probably late pre- to possibly early post-Contact taro farming.

Component 2 Stratum IIc directly overlies Component 1 and appears largely to be culturally sterile, with the exception of two features of unknown function (Component 2, Features 7 and 10). Component 2 Stratum IIb as a

habitation layer, possibly reflecting multiple periods of deposition and of longer duration than the underlying Stratum IIc. Stratum IIb is interpreted as representing land use from at least 1810 through the early twentieth century. Features were documented extending from the base of Stratum IIb, as entirely within the middle portion of Stratum IIb, and as extending from the upper truncated boundary of Stratum IIb. The pit matrices of these upper features were designated as Stratum IIa (distinguishable from the Stratum IIb matrix). In profile, these upper features are intrusive into Stratum IIb. However, as the upper extents of the features and Stratum IIb have been truncated, their stratigraphic association remains unclear.

Component 2 Features within the lower and middle portion of Stratum IIb consist primarily of pit features of indeterminate function, along with a fire-related feature, a post mold, and a human burial. The middle (and perhaps lower) portion of Stratum IIb is interpreted as likely contemporaneous with Marín's Vineyard but reflective of an uncultivated area. The pit features identified at the upper truncated boundary of Stratum IIb typically contain historical artifacts and/or saw-cut faunal bone. The identified artifacts from overlying fill deposits date to post-1930. Component 2 is interpreted as encompassing the transition from an uncultivated portion of Marín's Vineyard into the early twentieth century urban development of the project area.

The Component 3 fill deposits and features consisting of remnant infrastructure are associated with twentieth-century urban development. By 1906, a tenement, several dwellings, and stores were present within the project area. The initial aspects of this development may have begun in the late nineteenth century, after the realignment and subsequent dredging of Nu'uanu Stream to create River Street, along the 'Ewa side of the project area.

Based on the AIS results, the C&C DLM requests the SHPD's concurrence with an HRS 6E-8 project effect determination of "Effect, with proposed mitigation commitments."[1] The proposed mitigation commitments are (1) a historic context study for the John R. Gilliland Sr. Building, (2) archaeological data recovery in the form of targeted data collection and archaeological monitoring for Site 50-80-14-8840, and (3) burial treatment for Site 50-80-14-8840 (Component 2, Feature 6).

The SHPD concurs with the significance assessments and evaluations of eligibility, with the C&C DLM's effect determination of "Effect, with proposed mitigation commitments," and the mitigation commitments. The revised AIS report (Farley et al., May 2020) adequately meets the requirements of HAR 13-276-5. **It is accepted**. Please send one hard copy of the document, clearly marked FINAL, along with a copy of this acceptance letter and text-searchable PDF version of the report to the Kapolei SHPD office, attention SHPD Library. Additionally, please send a digital copy of the final AIS report to lehua.k.soares@hawaii.gov.

The SHPO concurs with C&C DLM's effect determination of *adverse effect* pursuant to 36 CFR 800.5. The project will adversely affect the John R. Gilliland Sr. Building and Site 50-80-14-8840, both of which have been evaluated as eligible for inclusion on the National Register of Historic Places at the local level of significance. The John R. Gilliland Sr. Building will be demolished and additional portions of Site 50-80-14-8840 will be impacted by project construction. A MOA has been prepared to address the project's adverse effects in accordance with 36 CFR 800.6.

SHPD hereby notifies the C&C DLM and the C&C DPP that the AIS report is accepted and that, following acceptance of the mitigation plans, C&C DLM intends to request SHPD's concurrence for the project to proceed under "an accelerated, two step verification" process as defined in HAR §13-275-9. Additionally, SHPD hereby notifies that the permit issuance process may proceed with the following SHPD stipulations attached to the project permits:

A2019-08-1298 (demolition)

Stipulation: Halewaiolu Senior Residences, LLC (HSD) shall ensure the following have been completed **prior to demolition** of the John R. Gilliland Sr. Building:

(1) all architectural measurements, photographs, and documentation of the John R. Gilliland Sr. Building;
(2) the architectural documentation and an outline of the historic context document have been reviewed and accepted by the SHPD; and

1 C&C DLM's determination as defined in SUBJECT (page 1) and Section IV (page 7); determination in test (page 1, para. 2) incorrectly states "No historic properties affected."

(3) C&C DLM has submitted a written request and has received SHPD's concurrence with the project proceeding under "an accelerated, two step verification" process as defined in HAR §13-275-9.

A2019-08-1297 (site work) and A2019-08-1296 (new construction)

Stipulation 1: Halewaiolu Senior Residences, LLC (HSD) shall ensure that the following have been completed **prior to initiation of any ground-disturbing work** associated with A2019-08-1297 or A2019-08-1296:

(1) A determination has been made by the O'ahu Island Burial Council to preserve in place or relocate the human skeletal remains found at Site 50-80-14-8840 (Component 2, Feature 6) and the SHPD has accepted the resulting Burial Site Component of an Archaeological Data Recovery Plan or Preservation Plan, whichever is applicable;
(2) An archaeological Mitigation Plan (MP) has been reviewed and accepted by SHPD; and
(3) The targeted data testing excavation specified in the MP has been implemented, and SHPD has reviewed and accepted an End-of-Fieldwork report.

Stipulation 2: Halewaiolu Senior Residences, LLC (HSD) shall ensure that the following is conducted **during any ground-disturbing work** associated with A2019-08-1297 or A2019-08-1296:

(1) Archaeological monitoring of all ground-disturbing work in accordance with the SHPD-accepted MP.

SHPD requests C&C DPP provide our division a copy of the issued permits for inclusion in our environmental record for this project. The C&C DLM and HUD are the offices of record for this project. Please maintain a copy of this letter as part of your environmental record.

Please contact Dr. Susan A. Lebo, Archaeology Branch Chief, at (808) 692-8019 or at Susan.A.Lebo@hawaii.gov for any questions or concerns regarding archaeological resources or this letter.

Mahalo,
Alan Downer

Alan S. Downer, PhD
Administrator, State Historic Preservation Division
Deputy State Historic Preservation Officer

cc. Rebecca Borja, HUD, Rebecca.c.borja@hud.gov
Karen Seddon, Regional VP, Halewaiolu Senior Development, LLC, kseddon@tmo.com
Suzanne D. Case, DLNR Chairperson, suzanne.case@hawaii.gov
Robert K. Masuda, DLNR Deputy, robert.k.masuda@hawaii.gov
Kanani Padeken C&C DPP, kpadeken@honolulu.gov
Perry Tamayo, C&C DPP, ptamayo@honolulu.gov
Alison Chiu, Fung Associates, alison@funghawaii.com
Matt McDermott, CSH, mmcdermott@culturalsurveys.com

Appendix M
Memorandum of Agreement

[This is a blank page]

MEMORANDUM OF AGREEMENT BETWEEN

THE CITY AND COUNTY OF HONOLULU

AND

HALEWAI'OLU SENIOR DEVELOPMENT, LLC

AND

THE HAWAI'I STATE HISTORIC PRESERVATION OFFICER

REGARDING THE HALEWAI'OLU AFFORDABLE HOUSING FOR SENIORS PROJECT

THIS AGREEMENT ("Agreement") is made this 24th day of July 2020, by and among the City and County of Honolulu ("CCH") in its capacity as the Responsible Entity as defined below, the Hawai'i State Historic Preservation Officer ("SHPO") through the office of the Hawai'i State Historic Preservation Division ("SHPD"), a division of the Department of Land and Natural Resources of the State of Hawai'i, and Halewai'olu Senior Development, LLC ("Developer" or "HSD") (each a "Signatory" and collectively the "Signatories") for the purposes herein set forth.

WHEREAS, pursuant to 24 Code of Federal Regulations ("CFR") Part 58, the U.S. Department of Housing and Urban Development ("HUD"), designated CCH as the Responsible Entity, as defined in 24 CFR §58.2(a)(7), for environmental reviews of projects previously assisted with certain HUD funding, and the Director of the Department of Land Management of the City and County of Honolulu ("DLM Director") as the certifying officer of the Responsible Entity. Pursuant to 24 CFR §§ 58.4 and 58.5, CCH, as the Responsible Entity, must assume responsibilities for environmental review, decision-making and action that would apply to HUD under the National Environmental Policy Act of 1969, as amended (42 U.S.C. §4321 et. seq.) ("NEPA"), Section 106 of the National Historic Preservation Act, as amended (54 U.S.C. §306108, formerly 16 U.S.C. §470f) ("Section 106"), and Section 106 implementing regulations in 36 CFR Part 800. Accordingly, pursuant to 24 CFR §§ 58.5 and 58.13, as the Responsible Entity's Certifying Officer, the DLM Director is the "responsible Federal official" as that term is used in Section 102 of NEPA, and the "Agency Official" as that term is used in Section 106 and 36 CFR Part 800. The DLM Director, as the Certifying Officer of the Responsible Entity and Section 106 Agency Official, hereby delegates authority to CCH to implement and monitor this Agreement; and

WHEREAS, together with its own funds, CCH used funds from HUD's Community Development Block Grant ("CDBG") to acquire the real property and improvements located at 1331 River Street in Honolulu, Hawai'i, more particularly described as Tax Map Key ("TMK") number (1) 1-7-006:012 (the "Property"). The Property is therefore currently subject to CDBG restrictions; and

WHEREAS, the 0.6181-acre Property contains a building (the "Building") which was built in 1958 and has been determined eligible for listing in the Hawai'i and National Registers of Historic Places, at the local level under Criterion C, as a unique example of mid-twentieth century modern architecture. The historic name of the Building is the John R. Gilliland Sr. Building. The Building has become dilapidated and is currently functionally obsolete. The Building is currently unoccupied and together with the surrounding neighborhood, has become a gathering place for the homeless population; and

WHEREAS, a hazardous materials assessment survey ("Hazmat Survey") for the Building, conducted by Ford & Associates in April 2019, identified the presence of hazardous materials including, but

not limited to, asbestos-containing materials. Nine of the asbestos-containing materials were found in amounts above regulatory safe levels; and

WHEREAS, HUD originally designated the area where the Property is located as a blighted area; and

WHEREAS, HUD originally provided federal CDBG funds for the acquisition of the commercial Property which met the national objective of removal of blight, however, the City has completed the change in designation of use pursuant to the provisions of 24 CFR §570.505. The change in the national objective is to affordable housing. All 100% of the units created will meet the CDBG national objective of 24 CFR §570.208(a)(3) Housing Activities.

WHEREAS, CCH has decided to provide low-income housing to Honolulu's senior population by entering into a public-private partnership; and

WHEREAS, through a competitive Request for Proposals ("RFP") process, CCH selected HSD to plan, design, construct, operate, and manage redevelopment of the Property pursuant to the terms and conditions of that certain Development Agreement ("DA") dated May 17, 2016, as amended from time to time, made by and between CCH and HSD; and

WHEREAS, HSD was selected as the best qualified development proposal for the redevelopment of the Property and upon satisfaction of conditions precedent established in the revised DA, subsequent to 201H approvals, the CCH will recommend to the City Council that HSD be approved for a long-term lease of the Property ("Lease"), and thus CCH has invited HSD to sign this Agreement as an Invited Signatory; and

WHEREAS, the project is structured as the CCH granting a 75-year lease of its Property to HSD under the terms of the DA and Lease. HSD is required to plan, design, construct, operate, and manage the Property as the Lessee. The CCH role is as Lessor and does not have a direct role in the construction of the project. Prior to acceptable completion of construction by HSD, CCH would only become involved as provided for in the DA and Lease.

WHEREAS, CCH, subject to the terms and certain conditions precedent in the DA, and City Council approval of the Lease, will approve HSD to demolish the Building with the intent to redevelop the Property into an affordable housing rental project for seniors aged 62 and over, at 80% Area Median Income ("AMI") and below with the vast majority of units available to seniors with incomes at 60% AMI and below. The demolition and redevelopment together shall be referred to herein as the "Project"; and

WHEREAS, due to the initial acquisition of the Property and Building with a portion of HUD CDBG funds, the Project is an undertaking subject to review under Section 106 and its implementing regulations, 36 CFR Part 800; and

WHEREAS, CCH has defined the undertaking's area of potential effect ("APE") as the area within the general boundaries of the H-1 Freeway to the northeast, Maunakea Street and Nuuanu Avenue to the southeast, North Beretania Street to the southwest, and Aala Street to the northwest in Honolulu, Hawai'i (includes the Project area and portions of TMK: (1) 1-7-005:019; (1) 1-7-005:021; (1) 1-7-006:003; (1) 1-7-006:008; (1) 1-7-006:010; (1) 1-7-006:012; (1) 1-7-006:013; (1) 1-7-007:001; (1) 1-7-007:002; (1) 1-7-007:021; (1) 1-7-008:001; (1) 1-7-008:002; (1) 1-7-023:033; (1) 1-7-023:034; (1) 1-7-023:036; (1) 1-7-026:004; (1) 1-7-026:010; (1) 1-7-026:011; (1) 1-7-026:012; (1) 1-7-026:013; (1) 1-7-026:015; (1) 1-7- 026:016; and (1) 1-7-026:017 (see Exhibit A); and

WHEREAS, CCH has defined the undertaking's Chapter 6E, Hawaii Revised Statutes ("HRS"), Project area (Building and archaeological inventory survey [AIS] area), a component of the APE as the 0.6181-acre Project footprint, located at 1331 River Street (TMK: (1) 1-7-006:012) (see Exhibit B); and

WHEREAS, CCH's historic property identification effort identified the following historic properties within the Project's APE that may be affected by the undertaking: (1) *For Architectural Historic Properties*: Please reference Exhibit C, Historic Architectural Resources Identified within the Halewai'olu Area of Potential Effect, (2) *For Archaeological Historic Properties*: Please reference Exhibit D, Historic Archaeological Resources Identified within the Halewai'olu Area of Potential Effect; and

WHEREAS, CCH, on behalf of the DLM Director, as the certifying official of the Responsible Entity and Agency Official under Section 106, has determined that the undertaking will have an adverse effect on the following historic properties, which have been determined eligible for listing in the National Register of Historic Places: Lum Sai Ho Tong and the John R. Gilliland Sr. Building (see Exhibit C) and State Inventory of Historic Places (SIHP) 50-80-14-8840 (see Exhibit D); and

WHEREAS, CCH consulted with SHPO under 36 CFR Part 800 and HRS §6E-8; and

WHEREAS, SHPD has reviewed and accepted the HRS §6E-8 documents titled, *Reconnaissance Level Survey for the John R. Gilliland Building* and *Archaeological Inventory Survey for the Halewai'olu Senior Residences Project, Honolulu Ahupua'a, Honolulu (Kona) District, O'ahu Island, Hawai'i TMK (1) 1-7-006:012*. Based on this support documentation and consultation, the SHPO has concurred with the CCH's Section 106 historic property inventory effort, historic property significance evaluations, and Project effect determination, and proposed mitigation for the Halewai'olu Senior Residences Project (SHPD letters February 27, 2019, Log No. 2017.02503, Doc. No. 1702JLP04, and June 5, 2020, Log No. 2020.01080, Doc. No. 2006SL01); and

WHEREAS, human skeletal remains were identified in the Project area [TMK: (1) 1-7-006:012] and in compliance with Hawai'i State burial law (HRS §6E-43 and Hawaii Administrative Rules ("HAR") Title 13, Chapter 300), CCH, together with HSD, further consulted with SHPD (including the SHPD History and Culture Branch), the O'ahu Island Burial Council ("OIBC"), and OIBC-recognized Native Hawaiian cultural descendants, including without limitation the Mana Caceres 'Ohana, the Keala Norman 'Ohana, the Marin 'Ohana represented by Donna and Daron Makaiwi, the Lam 'Ohana represented by Gerald Lam, and the Ali'i Pauahi Hawaiian Civic Club; and

WHEREAS, in June 2019, CCH prepared and delivered over 100 letters of invitation ("Invitation") and accompanying background materials describing the proposed undertaking to organizations and individuals with a potential interest in the proposed undertaking and its potential to affect historic properties including all Native Hawaiian Organizations identified on the *Native Hawaiian Organization Notification List* published by the U.S. Department of the Interior, and maintained by the Office of Native Hawaiian Relations, to identify any Native Hawaiian Organizations and/or Native Hawaiian descendants who may have ancestral lineal or cultural ties, knowledge, or religious attachment or concerns regarding the proposed undertaking (see Exhibit E). Multiple parties responded to the Invitation and, of these, the Historic Hawai'i Foundation ("HHF"), Hawaiian Memorial Life Plan Ltd, dba Borthwick Mortuary, Chinatown Community Center Association, Lum Sai Ho Tong, the Ali'i Pauahi - Hawaiian Civic Club, Mr. Mana Caceres and his family, Mr. & Mrs. Daron and Donna Makaiwi, and Mr. Gerald Lam, expressed a desire to participate in consultation as consulting parties; and

WHEREAS, CCH and HSD have consulted with such consulting parties regarding the effects of the undertaking on historic properties and have invited them to sign this Agreement as "Concurring Parties"; and

WHEREAS, HHF, the Hawaiian Memorial Life Plan Ltd, the Chinatown Community Association, Lum Sai Ho Tong, Ali'i Pauahi Hawaiian Civic Club, and Native Hawaiian Families, consisting of the Caceres 'Ohana, Marin 'Ohana, and the Lam 'Ohana, have agreed to sign as Concurring Parties; and

WHEREAS, in accordance with 36 CFR § 800.6(a)(1), CCH has notified the Advisory Council on Historic Preservation ("ACHP") of the adverse effect determination with specified documentation, and ACHP has chosen not to participate in the consultation pursuant to 36 CFR §800.6(a)(1)(iii) (see Exhibit F); and

NOW, THEREFORE, CCH, SHPO, and HSD agree that the undertaking shall be implemented in accordance with the following Stipulations in order to take into account the effect of the undertaking on historic properties listed or eligible for listing on the National Register of Historic Place located in the APE (see Exhibits C and D).

STIPULATIONS

CCH, as the agency delegated to carry out the NHPA Section 106 on behalf of HUD, shall ensure HSD carries out the following measures:

I. ADVISORY COMMITTEE COORDINATION

A. Within six (6) months of the execution of this Agreement, HSD shall establish an advisory committee ("Advisory Committee") for the purpose of assisting HSD management with the development of the Story Map (see Stipulation VI.B. of this Agreement) and any other information needed for scope, content and final product. The Advisory Committee shall also assist HSD management with guidance, review and comment on the use of the Social Activities Center ("SAC"). HSD management will work with the Advisory Committee in good faith to include recommendations of the Advisory Committee for the use of the SAC so long as any recommendation does not fall within the purview of management.

B. HSD shall also consult the Advisory Committee in accordance with other provisions as stated in this Agreement.

C. HSD shall recruit representatives to the Advisory Committee from the following organizations:

- Downtown Chinatown Neighborhood Board Number 13;
- United Chinese Society;
- Chinese Chamber of Commerce;
- Chinatown Community Center Association; and
- Lum Sai Ho Tong.

D. HSD shall also invite other representatives from the community to join the Advisory Community (including, but not limited to, representatives from the following organizations):

- Ali'i Pauahi Hawaiian Civic Club;
- Hawaiian Social or Civic Clubs;
- Japanese Social or Civic Clubs;
- Chinese Social or Civic Clubs;
- Filipino Social or Civic Clubs;
- Vietnamese Social or Civic Clubs;
- Adjacent Property Owners; and
- Halewai'olu Senior Residences Resident(s) (after Project is occupied).

The Advisory Committee will also include, as non-voting members, representatives from:

- Property Manager (Michaels Management);
- Resident Services Director (Better Tomorrows);
- HSD; and
- CCH.

II. The Advisory Committee shall establish Bylaws or Rules of Procedure to govern its operations. Additional representatives may be added from time to time by a majority vote of the existing members. Except for HSD, CCH, Property Manager and the Resident Services Director (Better Tomorrows), representatives may be removed from the Advisory Committee for cause by majority vote of the existing members.

III. The Advisory Committee shall meet at least quarterly during the duration of the Agreement but may forego a quarterly meeting if no meeting is necessary and by a majority vote. At the completion of this Agreement, the Advisory Committee may disband or decide to continue to meet as needed.

IV. MITIGATION OF ARCHITECTURAL HISTORIC PROPERTIES

For demolition of the Building, HSD shall ensure that a historical context study is completed, per HAR §13-275-8(a)(1)(B).

A. The historical context study shall include the history of the engineer and the engineering of the building, its materials and construction methods, and its relationship with the area. The context study shall follow the guidelines provided at https://www.nps.gov/articles/sec-standards-arch-and-eng-doco-standards.htm by the National Park Service.

B. The HSD shall ensure that the following recordation measures are completed prior to the demolition of the Building:

1. HSD shall ensure that all measurements, photographs, and documentation activities are performed or directly supervised by a person or persons who meet the minimum qualifications as specified in the Secretary of the Interior's

Professional Qualifications Standards ("Qualification Standards") for an Architectural Historian or Historic Architect, as further defined in 36 CFR Part 61.

2. HSD shall provide an outline of the historical context document to HHF for review and comment and to the SHPD for review and written concurrence.

3. If comments are provided, HSD shall ensure those comments are addressed and provide a revised outline to the SHPD for a thirty (30) day review. If the SHPD determines the outline of the historical context document is adequate, the SHPD shall provide written notice of acceptance. If the SHPD does not provide a written response within the thirty (30) day review period, the outline document shall be deemed acceptable, and HSD may proceed with the work in accordance with the outline of the historic context document.

4. Following SHPD acceptance of the documentation specified in B.1 above and the outline in accordance with B.3 above, demolition may proceed.

C. HSD shall ensure that the following recordation measures are carried out following the demolition of the Building:

1. Within one (1) year of initiating demolition, HSD shall submit the written historical context study to SHPD and HHF for review and comment.

2. If comments are provided, HSD shall ensure those comments are addressed and provide a revised historic context study to SHPD for review and written concurrence. If no response is received within thirty (30) days, HSD shall assume acceptance of the historical context document.

3. Following SHPD approval of the historic context study, the report shall be filed with SHPD for inclusion in the SHPD library.

V. MITIGATION OF ARCHAEOLOGICAL HISTORIC PROPERTIES INCLUDING PREVIOUSLY IDENTIFIED BURIAL SITES

HSD shall ensure that the following mitigation measures are carried out:

A. Prior to Project-related ground disturbance that could affect archaeological historic properties including burial sites, HSD shall develop and implement, pursuant to Hawai'i State Rules of Practice and Procedure Relating to Burial Sites and Human Remains (HRS §6E-43 and HAR Title 13, Chapter 300), a burial treatment plan ("BTP") for the previously identified Native Hawaiian burial site identified during the Project's archaeological inventory survey. HSD shall comply with the BTP and applicable Federal, State and Local laws.

B. Prior to Project-related ground disturbance that could affect archaeological historic properties including burial sites, HSD shall develop and implement the archaeological mitigation commitments identified in the Project's SHPD-accepted archaeological inventory survey report. This shall include, but shall not be limited to, the preparation and implementation of an archaeological mitigation plan ("MP")

meeting the requirements of HAR §13-278-3 (archaeological data recovery plans) and HAR §13-279-4 (archaeological monitoring plans).

C. The specific components of the Project's archaeological data recovery program will be developed in consultation with the SHPD, and the MP shall be approved by the SHPD prior to the start of Project demolition or construction.

D. The MP shall detail the targeted data recovery excavations to be conducted following demolition of the Building and prior to initiation of construction. The MP shall also detail the archaeological monitoring program to be implemented following completion of the targeted data recovery excavations, during Project construction.

VI. MITIGATION FOR ARCHITECTURAL AND ARCHAEOLOGICAL HISTORIC PROPERTIES – EDUCATIONAL AND INTERPRETIVE PROGRAMS

HSD shall ensure that the following mitigation measures are carried out:

A. Consultation Protocol for Developing Materials

1. Within six (6) months of the formation of the Advisory Committee, HSD shall provide to the Advisory Committee, SHPD, and other Signatories and Concurring Parties a draft work plan that outlines the scopes of work, timelines and assigned personnel for the Web-Based Geographic Information System (GIS) Story Map. Any comments received by HSD from the Advisory Committee, SHPD, and other Signatories and Concurring Parties within thirty (30) days of issuance of the draft work plan shall be considered by HSD in developing a scope of work.

2. Within thirty (30) days of receipt of comments, HSD shall provide a final work plan to the Advisory Committee, SHPD, and other Signatories, and Concurring Parties, including a response to all written comments received during the comment period, explaining how the comment was included in the scope of work, or, if not included, the rationale for the exclusion.

3. HSD shall prepare a close-out memo for each of the Stipulations to document mitigation actions taken with a timeline and outcomes achieved by the action. HSD shall distribute the close-out memo to the Advisory Committee, Signatories, and Concurring Parties.

B. Web-Based Geographic Information System (GIS) Story Map[1]

1. Within six (6) months of finalizing the work plan, HSD shall develop a web-based GIS story map that provides interactive, interpretive, and educational content based on this Project's Reconnaissance Level Survey, Archaeological Inventory Survey, and Cultural Impact Assessment, and input provided by the Advisory Committee, SHPD, and other Signatories, and Concurring Parties.

[1] Story maps are a relatively recent technological innovation that can fill the role of more traditional public interpretation measures, such as physical interpretive signage and self-guided tours with informational placards. Story maps are an application/platform for accessing information and incorporating geographic location data based on GPS and GIS through mobile devices such as smart phones, laptop computers, and tablets.

2. The story map's focus and working title shall be "River Walk through Honolulu's Chinatown—Historical and Cultural Sites Along Nu'uanu Stream" until, or unless changed through input provided by the Advisory Committee, SHPD, and other Signatories, and Concurring Parties.

3. HSD's initial consultation with the Advisory Committee, SHPD, and other Signatories, and Concurring Parties to discuss and to select ten locations for inclusion in the GIS story map. From inland/*mauka* to seaward/*makai* places along the Nu'uanu Stream Corridor from which the ten story map locations shall be selected may include, but not be limited to, the following:

   a) Foster Botanical Garden
   b) Kuan Yin Temple
   c) Lum Sai Ho Tong Temple
   d) Izumo Taishakyo Temple
   e) The Halewai'olu Senior Residences Project area
   f) The Gilliland Sr. Building
   g) "The Vineyard" and its ties to Kamehameha and to the Marin Family
   h) Dr. Sun Yat Sen Memorial Statue
   i) Chinatown Cultural Plaza
   j) Re-channelization of Nu'uanu Stream
   k) A'ala Park
   l) Kuwili and Kawa Fishponds

4. Preparation of the GIS Story Map shall include the following steps:

   a) HSD shall conduct an initial consultation meeting with the following parties: the Advisory Committee, SHPD, and other Signatories, and Concurring Parties. This meeting will discuss and decide upon the ten (10) locations along Nu'uanu Stream that will be the subject of the story map. This meeting will offer the Advisory Committee, SHPD, and other Signatories, and Concurring Parties the opportunity to provide input, comment and collaborate on the content of the story map.

   b) HSD and their archaeological consultant, Cultural Surveys Hawai'i, Inc. (CSH) shall conduct a field inspection of the Nu'uanu Stream story map area to assess current conditions and collect any needed GPS location data and current photos.

   c) HSD and their archaeological consultant, CSH, shall prepare the draft story map text and images with links to other information sources – to include the following:

      i. Historical, archaeological, and cultural background in images and text.

      ii. Links to other Chinatown public interpretation and research resources, such as HART's Honolulu Rail Transit Project ("HRTP") documentation and resources, as well as CCH's own resources.

d) HSD shall conduct a second consultation meeting with the Advisory Committee, SHPD, and other Signatories, and Concurring Parties. Prior to this meeting, the draft GIS story map application will be provided to the Advisory Committee, SHPD, and other Signatories, and Concurring Parties for their review, comment, and approval at the second consultation meeting.

e) HSD shall prepare the final GIS Story Map based on comments from the second consultation meeting.

f) HSD shall ensure the GIS Story Map is maintained and available for public use over the internet for at least five (5) years following its completion. After the five-year period, HSD shall notify the Advisory Committee, Signatories, and the Concurring Parties of its intentions to either continue to host the GIS Story Map or offer to transfer it to another entity to maintain the site. This opportunity will be discussed in the annual report and close out memo in accordance with Stipulations VI.A.3. and IX of this Agreement.

g) HSD shall, in coordination with the CCH, provide auxiliary materials supportive of the GIS Story Map including, but not necessarily limited to, signage, written materials, and web-based resources providing information about the purpose and subject content of the GIS Story Map, and how to access the GIS Story Map. Signage and/or written materials shall be provided at each of the ten (10) story map locations, in the SAC, in area libraries, and in CCH sponsored actions (e.g., websites, TOD or station materials, wayfinding signs, botanical garden materials, etc.).

VII. CONSTRUCTION PROTECTION PLAN

A. HSD shall ensure that best management practices ("BMPs") are implemented. HSD, in cooperation with its general contractor, shall develop and implement standard monitoring of effects, of the Project's construction, if any, on adjacent historic properties in the vicinity (e.g. Lum Sai Ho Tong and Borthwick Mortuary), in addition to procuring all necessary noise permits. Potential effects which shall be monitored include, but are not limited to, traffic, noise, vibration, dust and other effects associated with construction. Should an effect occur outside of the normal course of construction, HSD shall make this information available through a written memo as required by Stipulation IX.A. of this Agreement.

B. HSD shall ensure that any inadvertent damage resulting from the Project to adjacent historic structures shall be repaired in accordance with The Secretary of the Interior's Standards for the Treatment of Historic Properties, 36 CFR Part 68.

C. HSD shall notify the Signatories and the relevant Adjacent Property Owner of the damage and consult with the Adjacent Property Owner on the appropriate repairs. HSD shall provide a written plan to SHPD and Adjacent Property Owner for review and written concurrence. If no response is received within thirty (30) days, the plan shall be deemed acceptable and HSD may proceed with the work in accordance with the treatment plan.

D. CCH shall ensure that any inadvertent damage resulting from the Project to adjacent historic structures shall be mitigated by HSD in accordance with Stipulation VII.B. of this Agreement and if appropriate, shall extend the term of this Agreement until such time as the inadvertent damage is mitigated and accepted by SHPD.

VIII. POST-REVIEW DISCOVERIES

A. Should additional human remains or burial sites be identified during Project construction, HSD shall follow Hawai'i State burial law governing inadvertent discoveries of human skeletal remains (HRS §6E-43.6 and HAR §13-300-40).

B. If additional archaeological historic properties are discovered that may be historically significant or unanticipated effects on historic properties are found, HSD shall ensure implementation of the provisions of the SHPD-approved archaeological mitigation plan (MP) prepared for the Project and with the provisions of HAR §13-280-3 for handling of historic properties, other than burial sites, during the course of Project implementation for projects which have gone through the historic preservation review process.

IX. MONITORING AND REPORTING

A. Each year following the execution of this Agreement, until it expires or is terminated, HSD shall provide the Signatories and Concurring Parties a summary written memo detailing work undertaken with respect to the Project or problems encountered including any adverse effects to (1) Adjacent Property Owners; (2) any significant historic properties, per HRS Chapter 6E; and/or (3) any historic properties eligible for listing on the National Register of Historic Places, per 36 CFR §60.4.

B. Signatories and Concurring Parties may request, within thirty (30) days of receipt of the yearly summary written memo, a meeting with HSD to discuss the summary written memo to facilitate review, comment on the annual report, to resolve questions, or to resolve adverse conditions.

C. Within thirty (30) days of a requested meeting, HSD shall provide the CCH, and the Signatories and Concurring Parties, a summary of the discussion and how issues, comments, and questions raised by the Signatories and Concurring Parties have been addressed.

D. HSD and CCH shall maintain a copy of the yearly summary written memo and the meeting summary as part of their environmental record for this Project.

X. DURATION

A. If the terms of this Agreement have been fully implemented by five (5) years from the date of the execution of this Agreement, this Agreement will terminate and be considered null and void. In the event the terms of this Agreement have not been fully implemented by five (5) years from the date of the execution of this Agreement, CCH shall notify the Signatories and Concurring Parties, and, in its sole discretion, if it

chooses to continue with the undertaking, shall re-initiate review of the undertaking in accordance with 36 CFR Part 800.

XI. DISPUTE RESOLUTION

A. Should any Signatories or Concurring Parties to this Agreement object at any time to any actions proposed or the manner in which the terms of this Agreement are implemented, CCH shall notify Signatories and Concurring Parties to this Agreement of the objection. CCH shall subsequently consult with such party to resolve the objection. If CCH determines that such objection cannot be resolved, CCH will:

1. Forward all documentation relevant to the dispute, including CCH's proposed resolution, to ACHP. ACHP shall provide CCH with its advice on the resolution of the objection within thirty (30) days of receiving adequate documentation. Prior to reaching a final decision on the dispute, CCH shall prepare a written response that takes into account any timely advice or comments regarding the dispute from ACHP, Signatories and Concurring Parties, and provide them with a copy of this written response. CCH will then proceed according to its final decision.

2. If ACHP does not provide its advice regarding the dispute within the thirty (30) day time period, CCH may make a final decision on the dispute and proceed accordingly. Prior to reaching such a final decision, CCH shall prepare a written response that takes into account any timely comments regarding the dispute from the Signatories and Concurring Parties to the MOA and provide them and the ACHP with a copy of such written response.

B. Any terms of this Agreement that are not subject to dispute shall remain unchanged and in full force and effect.

XII. AMENDMENTS

A. This Agreement may be amended when such an amendment is agreed to in writing by each of the Signatories with consultation by the Concurring Parties. Such amendment shall be effective the date such amendment is executed by the Signatories and delivered electronically to the ACHP.

XIII. TERMINATION

A. If any of the Signatories to this Agreement, determines that its terms will not or cannot be carried out, that party shall immediately consult with the other Signatories to attempt to develop an amendment per Stipulation XII, above. If within thirty (30) days an amendment cannot be reached, any Signatory may terminate the Agreement upon written notification to the other Signatories.

B. Once the Agreement is terminated, and prior to work continuing on the undertaking, CCH must either execute an agreement pursuant to 36 CFR § 800.6 or request, take into account, and respond to comments of ACHP under 36 CFR § 800.7; provided, however, nothing herein shall be construed to require HSD to halt construction and related activities proceeding in accordance with this Agreement initiated prior to the

termination of this Agreement. CCH shall notify the Signatories of action it will pursue. Concurring Parties will be notified in writing. Any new agreement pursuant to 36 CFR § 800.6 or action based under 36 CFR § 800.7 shall apply solely to activities initiated after the termination of this Agreement.

C. Execution of this Agreement by CCH and implementation of its terms evidence CCH hastaken into account the effects of the undertaking on historic properties.

XIV. MISCELLANEOUS

A. Formal notices and communication between the Signatories shall be sufficiently given if, and shall not be deemed given unless, dispatched by certified mail, postage prepaid, return receipt required, or sent by express delivery or overnight courier service, to the office of the Signatories shown as follows, or such other address as the Signatory may designate in writing from time to time:

CCH:
City and County of Honolulu
Department of Land Management
558 South King Street
Honolulu, HI 96813
Attention: Ms. Sandra Pfund, Director or her successor
Email: spfund@honolulu.gov

With copy to:
City and County of Honolulu
Department of Budget and Fiscal Services – Federal Grants Unit
925 Dillingham Boulevard, Suite 240
Honolulu, HI 96817
Attention: Ms. Holly M. Kawano, Federal Grants Coordinator
Email: hkawano@honolulu.gov

SHPO:
Hawai'i Department of Land and Natural Resources
601 Kamokila Boulevard, Suite 555
Kapolei, HI 96707
Attention: Dr. Alan Downer, Deputy State Historic Preservation Officer or successor
Email: Alan.S.Downer@hawaii.gov

HSD:
Halewai'olu Senior Development
737 Bishop Street, Ste. 1520
Honolulu, HI 96813
Attention: Ms. Karen Seddon, Regional Vice President
Email: kseddon@themichaelsorg.com

HHF:
Historic Hawai'i Foundation
680 Iwilei Road, Suite 690
Honolulu, HI 96817
Attention: Ms. Kiersten Faulkner, Executive Director
Email: kiersten@historichawaii.org

Chinatown Community Center Association
P. O. Box 37572
Honolulu, HI 96837
Attention: Mr. Wesley Fong, President
Email: wesleyf.fong@hawaiiantel.net

Lum Sai Ho Tong
1315 River Street
Honolulu, HI 96817
Attention: Mr. Howard Lum, President
Email: chinatownco58@yahoo.com

Ali'i Pauahi Hawaiian Civic Club
99-045 Nalopaka Place
Aiea, HI 96701
Attention: Ms. Kehaulani Lum, Pelekikena
Email: myheavenlydew@gmail.com

Lam 'Ohana
(808) 263-7777
Attention: Mr. Gerald N.Y.C. Lam
Email: geraldnyclam@gmail.com

'Ohana Kupono Consulting Inc.
(808) 222-2777
Attention: Mr. Mana Caceres
Email: mana@ohanakupono.com

Marin 'Ohana
(808) 381-6315
Attention: Mr. & Mrs. Daron & Donna Makaiwi
Email: donmak808@yahoo.com

Hawaiian Memorial Life Plan, Ltd.
dba Borthwick Mortuary
1330 Maunakea Street
Honolulu, HI 96817
Office (808) 522-5233
Attention: Mr. Mel Kalahiki, Location Manager
Email: Melvin.kalahiki@dignitymemorial.com

B. This Agreement may be executed in counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same Agreement.

[Signature page follows]

A. SIGNATORIES:

City and County of Honolulu (Responsible Entity)

By: _____
Ms. Sandra S. Pfund
Director, Department of Land Management
Certifying Officer of Responsible Entity
Section 106 Agency Official
Date: July 22, 2020

APPROVED AS TO FORM AND LEGALITY:

By: _____
Deputy Corporation Counsel

Date: 7/22/2020

Hawaii State Historic Preservation Officer
By: _____
Dr. Alan Downer
Deputy State Historic Preservation Officer
Date: 23 July 2020

B. INVITED SIGNATORY:

Halewai'olu Senior Development, LLC,
a limited liability company

By: _____
Karen Seddon, Regional Vice President
Date: 24 JULY 2020

C. CONCURRING PARTIES:

Historic Hawai'i Foundation,
a Hawaii non-profit corporation

By:_____
Ms. Kiersten Faulkner, Executive Director
Date:_____

Hawaiian Memorial Life Plan Ltd., dba Borthwick Mortuary

By:_____
Mr. Mel Kalahiki, Location Manager
Date:_____

Chinatown Community Association

By:_____
Mr. Wesley Fong, President
Date:_____

Lum Sai Ho Tong

By:_____
Mr. Howard Lum, President
Date:_____

Ali'i Pauahi Hawaiian Civic Club

By:_____
Ms. Kehaulani Lum, Pelekikena
Date:_____

Native Hawaiian Recognized Descendant

By:_____
Mr. Mana Caceres and Mrs. Kalehua Caceres, Caceres 'Ohana
Date:_____

Native Hawaiian Recognized Descendant

By:_____
Mr. Daron Makaiwi and Mrs. Donna Makaiwi, Marin 'Ohana
Date:_____

Native Hawaiian Recognized Descendant

By:_____
Mr. Gerald Lam, Lam 'Ohana
Date:_____

NOTES

This document assumes that the term "Signatory" has been defined in the agreement to include both signatories and invited signatories.

The agency must submit a copy of the executed MOA, along with the documentation specified in Section 800.11(f), to ACHP prior to approving the undertaking in order to meet the requirements of Section 106. 36 CFR § 800.6(b)(1)(iv).

EXHIBIT A

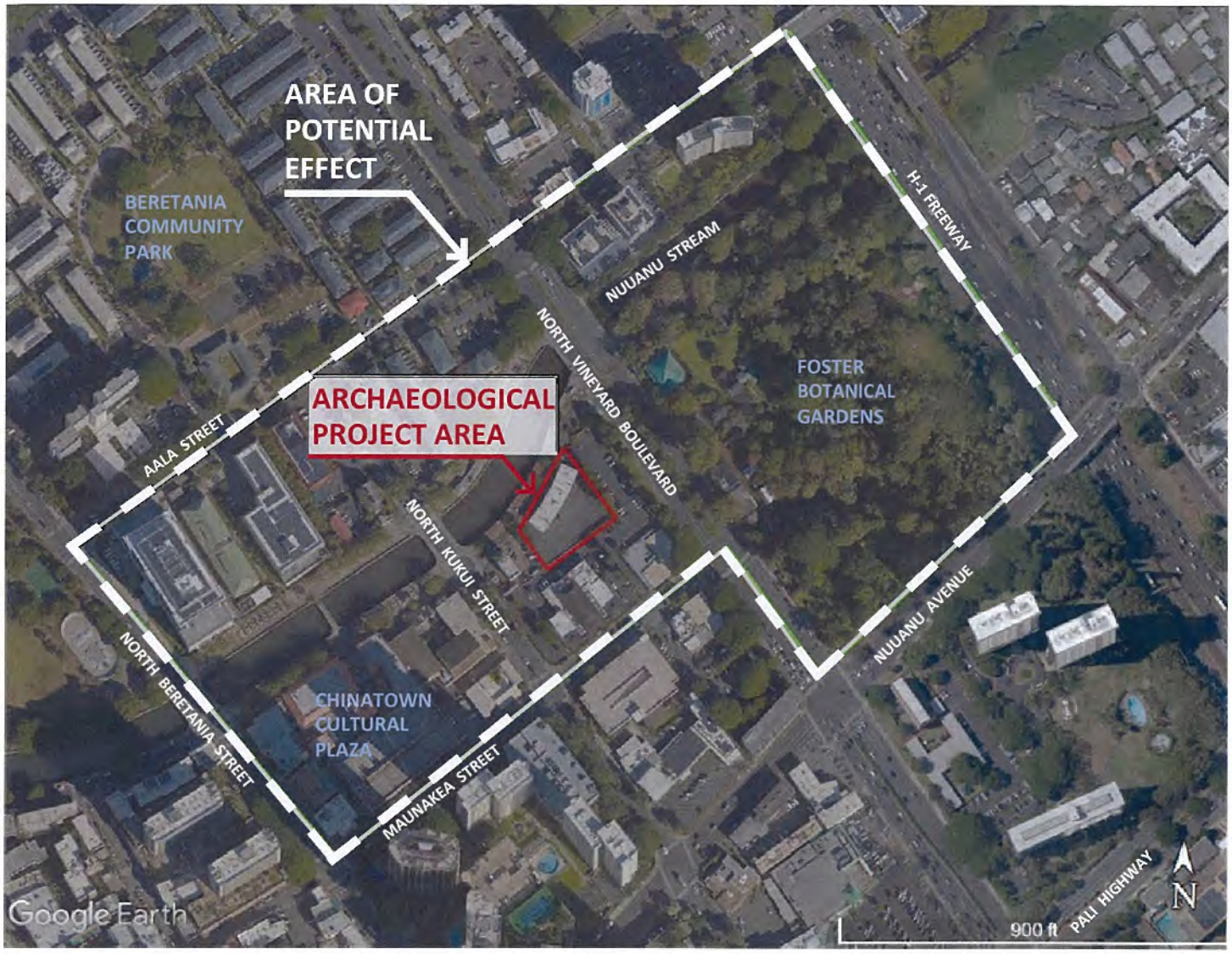
Area of Potential Effect Boundaries

Tax Map Keys Included within Area of Potential Effect:

1-7-005:019	1-7-006:013	1-7-023:033	1-7-026:012
1-7-005:021	1-7-007:001	1-7-023:034	1-7-026:013
1-7-006:003	1-7-007:002	1-7-023:036	1-7-026:015
1-7-006:008	1-7-007:021	1-7-026:004	1-7-026:016
1-7-006:010	1-7-008:001	1-7-026:010	1-7-026:017
1-7-006:012 (the "Property")	1-7-008:002	1-7-026:011	

EXHIBIT B

Archaeological Project Area



Archaeological Project Area Limited to the following Tax Map Key within Area of Potential Effect:

1-7-006:012 (the "Property")

EXHIBIT C

Map: Historic Architectural Resources Identified within the Halewai'olu Area of Potential Effect

KEY

- # ELIGIBLE HISTORIC ARCHITECTURAL RESOURCE
- # POTENTIALLY ELIGIBLE AT A LATER DATE (SEE CORRESPONDING TABLE)
- # LISTED ON THE HAWAII & NATIONAL REGISTER OF HISTORIC PLACES
- # NOT AN ELIGIBLE HISTORIC RESOURCE
- # NOT WITHIN DATE RANGE ESTABLISHED BY PROJECT SCOPE

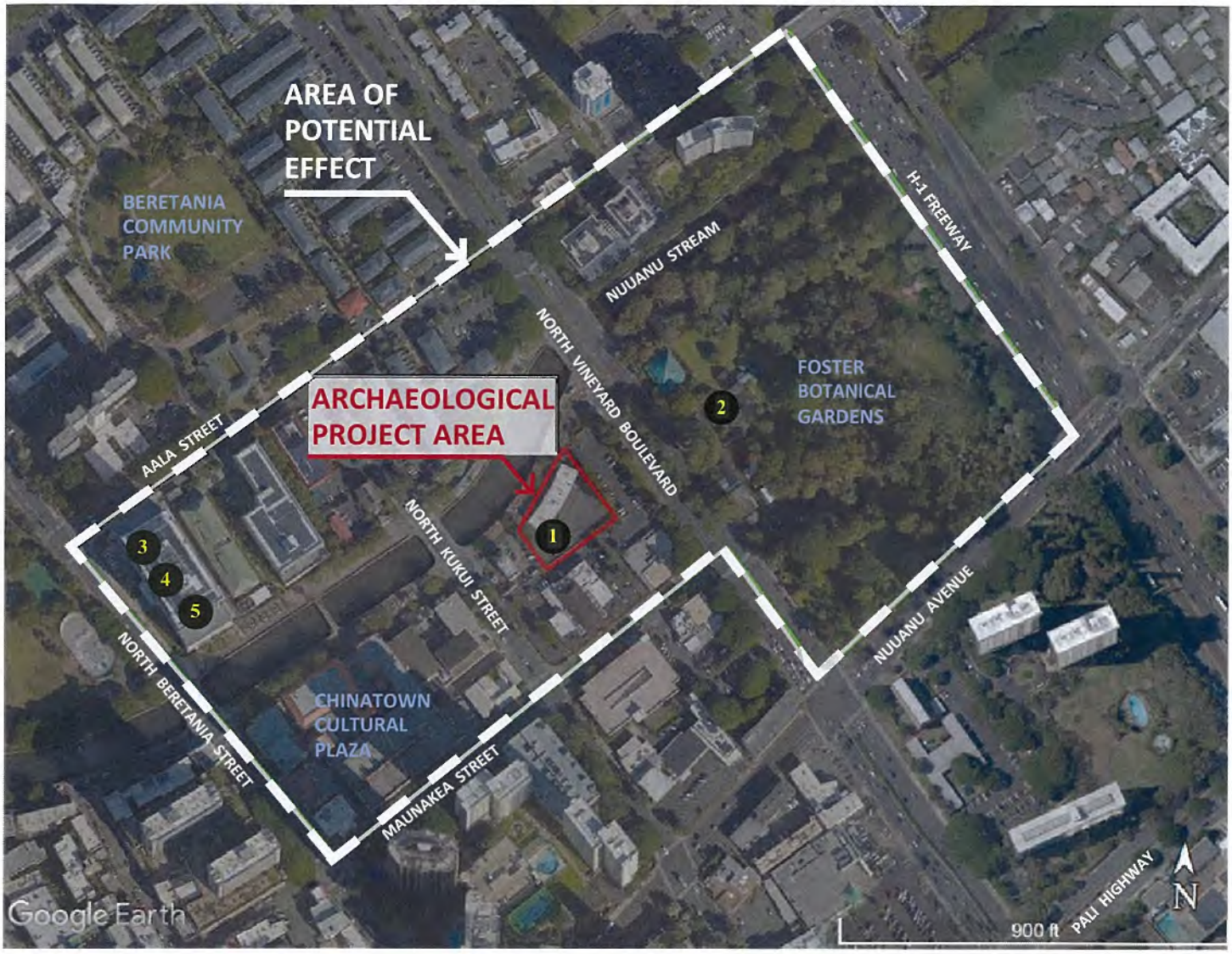
EXHIBIT C

Table: Architectural Historic Properties Identified within the Halewai'olu Area of Potential Effect

List of Potential Resources & Evaluation											
	Present Name	*Historic Name*	*Address*	*TMK*	*SIHP Number/NRHP Number*	*Category*	*Date*	*Architect/Builder*	*Eligibility*	*Criterion*	*Condition*
1	Channelization of Nuuanu Stream	-	-	-	-	-	1899	-	Eligible	A	Good
2	Izumo Taishakyo Mission	Izumo Taishakyo Mission	215 North Kukui Street	(1) 1-7-026:012	-	Residential	1923	Hego Fuchino (architect) Ichisaburo Takata (builder)	Eligible	C	Excellent
3	Kuan Yin Temple	Kuan Yin Temple	170 North Vineyard Blvd	(1) 1-7-007:021	-	Religious	1960	Clifford F. Young	Eligible	C	Good
4	Lum Sai Ho Tong	Lum Sai Ho Tong	1315 River Street	(1) 1-7-006:010		Commercial	1953	George Sui	Eligible	C	Good
5	John R. Gilliland Building	John R. Gilliland Building	1331 River Street	(1) 7-0-006:012	-	Commercial	1958	Kenneth Sato	Eligible	C	Fair
6	Harry and Jeanette Weinberg Kukui Center	Harry and Jeanette Weinberg Kukui Center	245 North Kukui Street	(1) 1-7-026:011	-	Commercial	1968	Bradley & Wong	Eligible	C	Excellent
7	Aloha United Way	The Aloha United Fund Building	200 North Vineyard Blvd.	(1) 1-7-023: 034	-	Commercial-Nonprofit	1970	Leo S. Wou & Associates	Eligible in 2020	C	Good
8	Keola-Hoonanea	Keola-Hoonanea	1465 Aala Street	(1) 1-7-023-036	-	Residential	1971	Frank Slavsky	Eligible in 2021	C	Good
9	Chinatown Bridge- Nuuanu Stream	-	-	-	-	-	1971	-	Eligible in 2021	C	Good
10	"Gateway" Sculpture	-	-	-	-	-	1971	Edward Brownlee	Eligible in 2021	C	Good
11	"Ts'ung" Sculpture	"Ts'ung" Sculpture	-	-	-	-	1971	Edward Brownlee	Eligible in 2021	C	Good
12	Mun Lun School	Mun Lun School	1290 Maunakea Street	(1) 1-7-005:021	-	Commercial	1972	-	Eligible in 2022	A	Good
13	Foster Botanical Gardens	Foster Botanic Garden	51 North Vineyard Blvd	(1) 1-7-007-001 : 002	SIHP# 80-14-1389 NRHP #93000377	Public	1855	-	Listed on the Hawaii & NRHP	A&B	Excellent
14	Waena Apartments	Kukui Gardens	408 North Beretania Street	(1) 1-7-026: 013	-	Residential	1969	Cesar Pelli	Not Eligible	-	Good
15	Borthwick Mortuary	Borthwick Mortuary	1370 & 1330 Maunakea Street	(1) 1-7-006:008	-	Commercial	1963	-	Not Eligible	-	-
16	American Savings Bank	-	1332 & 1221 Aala Street	(1) 1-7-026:004, 016	-	Commercial	2019	Leo F. Daly and ZGF Architect	Not within date range	-	-
17	Hawaii Federal Credit Union	-	1226 College Walk	(1) 1-7-026:010	-	Commercial	1994	-	Not within date range	-	-
18	Clean Team Maintenance - City and County of Honolulu	-	-	-	-	Public Service	1999	-	Not within date range	C	Good
19	Chinatown Cultural Plaza	Chinatown Cultural Plaza	100 North Beretania Street	(1) 1-7-005:019	-	Commercial	1973-1975	Daniel, Mann, Johnson and Mendenhall	Not within date range	C	Good
20	Dr. Sun Yat Sen Memorial Statue	Dr. Sun Yat Sen Memorial Statue	100 North Beretania Street	-	-	-	1984	-	Not within date range	-	-

EXHIBIT D

Map: Archaeological Historic Properties Identified within the Halewai'olu Area of Potential Effect



Archaeological Project Area Limited to the following Tax Map Key within Area of Potential Effect:

1-7-006:012 (the "Property")

KEY

1. = State Inventory of Historic Places (SIHP) # 50-80-14-8840
2. = Inadvertent Discovery of Human Remains, 10 August 2004, no SIHP # assigned
3. = SIHP # 50-80-14-7933
4. = SIHP # 50-80-14-7935
5. = SIHP # 50-80-14-7934

EXHIBIT D

Table: Archaeological Historic Properties Identified within the Halewai'olu Area of Potential Effect

# On Map Exhibit D	SIHP # 50-80-14-	Formal Type/Name	Function	Age	Hawai'i State Significance Criteria	National Register Eligibility Criteria
					HAR § 13-275-6	36 CFR 60.4
1	8840	Subsurface cultural deposits	Agriculture, habitation, human interment, commercial and residential infrastructure	Pre-Contact to mid-twentieth century	d and e	D
2	NA, not assigned	Subsurface burial site, inadvertent discovery of previously disturbed remains	Burial interment	Undetermined	d and e	ineligible
3	7933	Subsurface burial site, interments and associated features	Burial interment	Early post-Contact to mid-nineteenth century	d and e	D
4	7935	Subsurface wall remnants	Boundary	Nineteenth century	d	D
5	7934	Subsurface building remnants	Foundation, paving	Twentieth century	d	D

EXHIBIT E

Consulting Party Invitation List

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
Aha Moku Advisory Committee Department of Land and Natural Resources (DLNR)	Leimana DaMate	Executive Director	Agency/Govt
Chamber of Commerce Hawaii	Sherry Menor-McNamara		Agency/Govt
City and County of Honolulu	Roy K. Amemiya, Jr.	Managing Director	Agency/Govt
City and County of Honolulu City Council	Ann Kobayashi	Councilmember	Agency/Govt
City and County of Honolulu City Council	Carol Fukunaga	Councilmember	Agency/Govt
City and County of Honolulu City Council	Joey Manahan	Councilmember	Agency/Govt
City and County of Honolulu Department of Community Services	John Chang		Agency/Govt
City and County of Honolulu Department of Planning and Permitting			Agency/Govt
Honolulu Police Department	Major Roy Sugimoto	District 1 Commander	Agency/Govt
Neighborhood Board #13 (Downtown/Chinatown)	Alvin Au	Chair	Agency/Govt
Neighborhood Board #13 (Downtown/Chinatown)	Chu Lan Shubert-Kwock		Agency/Govt
Neighborhood Board #13 (Downtown/Chinatown)	Ernest Caravalho		Agency/Govt
Neighborhood Board #13 (Downtown/Chinatown)	Tom Smyth		Agency/Govt
Neighborhood Board #13 (Downtown/Chinatown)	Anthony Chang	Member	Agency/Govt
Neighborhood Board #13 (Downtown/Chinatown)	Jasmine Mancos	Member	Agency/Govt
Neighborhood Board #13 (Downtown/Chinatown)	Robert Tom	Member	Agency/Govt
O'ahu Island Burial Council (OIBC)	Mana Caceres	'Ewa Moku Representative	Agency/Govt
Office of Hawaiian Affairs	Kamana'opono Crabbe CEO	Ka Pouhana	Agency/Govt
OIBC Kona Rep./Chairperson	HinaleimoanaWong-Kalu (OIBC Chair)	Chair, Kona Moku Representative	Agency/Govt

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
State Historic Preservation Division (SHPD) Archaeology and Culture & History/Burials Program branches	Regina Hilo	Burial Sites Specialist (O'ahu)	Agency/Govt
State Historic Preservation Division (SHPD) Archaeology and Culture & History/Burials Program branches	Dr. Susan Lebo	Archaeology Branch Chief	Agency/Govt
State Historic Preservation Division (SHPD) Archaeology and Culture & History/Burials Program branches	Ka'ahiki Solis	Cultural Historian (Oahu, Kauai, Niihau)	Agency/Govt
State of Hawaii - Senate, District 13	Karl Rhoads		Agency/Govt
State of Hawaii, House of Representatives, District 20	Calvin Say		Agency/Govt
State of Hawaii, House of Representatives, District 29	Daniel Holt		Agency/Govt
Aala Dog Park Association	Cathy Au Hoy		Chinatown
American Savings Bank	Michelle Bartell	Director of Communication and Community Advancement	Chinatown
Arts District Merchants Association (ADMA)	Nicole Reid		Chinatown
Borthwick Mortuary	William Mendel		Chinatown
Borthwick Mortuary	Ennilaee Anulao		Chinatown
Borthwick Mortuary	Jay Morford	Funeral Services	Chinatown
Chinatown Business and Community Association (CBCA)	Chu Lan Shubert-Kwock		Chinatown
Chinatown Business and Community Association (CBCA)	Stanley Yon (US China People's Friend)		Chinatown
Chinatown Business Association	Gifford Chang		Chinatown
Chinatown Community Center Association (CCCA)	Allen Stack, Jr.		Chinatown
Chinatown Community Center Association (CCCA)	Alvin Ozaki		Chinatown
Chinatown Community Center Association (CCCA)	Dolores Mollring		Chinatown

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
Chinatown Community Center Association (CCCA)	Liana Benn		Chinatown
Chinatown Community Center Association (CCCA)	Sandra Siu		Chinatown
Chinatown Community Center Association (CCCA)	Walter Chang		Chinatown
Chinatown Community Center Association (CCCA)	Wesley Fong		Chinatown
Chinatown Improvement District	Lee Stack	President	Chinatown
Chinatown Improvement District	Robert Wu		Chinatown
Chinatown Merchants Association	Denton Chun		Chinatown
Chinese Chamber of Commerce Hawaii	Eddie Flores, Jr.		Chinatown
Chinese Chamber of Commerce Hawaii	Mona Choy-Beddow		Chinatown
Chinese Physical Culture Association			Chinatown
Chung Wah Chung Kung Hui	Stanford Yuen	Neighborhood Board President and Community Leader	Chinatown
Dr. Sun Yat- Sun Yat Sen Memorial			Chinatown
Filipino Community Center - Joseph Rizal Memorial			Chinatown
Foster Botanical Gardens			Chinatown
Friends of Chinatown	Eric Wong		Chinatown
Friends of Chinatown	Johnny Ng		Chinatown
Friends of Chinatown	Kim Tran		Chinatown
Ft Street Mall BID Assoc	Victor Lim		Chinatown
Hawai'i Chinese Association of Hawai'i			Chinatown
Hawai'i Chinese Buddhist Society			Chinatown

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
Hawai'i Chinese History Center			Chinatown
Hawai'i Chinese Multicultural Museum and Archives			Chinatown
Hawaii Theater	Ruth Bolan		Chinatown
Hawaiian Chinese Civic Association	Sharon L. Pang		Chinatown
Izumo Taishakyo Mission of Hawai'i	Richard Miyao		Chinatown
Kuan Yin Temple	Merle Chong		Chinatown
Longevity International Enterprises Corporation dba Chinatown Cultural Plaza	Vina Quick		Chinatown
Louis Pohl Gallery	Sandra Pohl		Chinatown
Lum Sai Ho Tong	Howard Lum		Chinatown
Lum Sai Ho Tong	Kehaulani Lum		Chinatown
Lum Sai Ho Tong	Lita Lum		Chinatown
Lum Sai Ho Tong	Luther Chong		Chinatown
Lum Sai Ho Tong	Milton Hee		Chinatown
Lung Doo Benevolent Society	Buck Yong Lee		Chinatown
Lung Kong Kung Shaw	Kristi Quon Esquef		Chinatown
Lung Kong Physical Culture Club	Ernest Loo		Chinatown
Mun Lun School	Kin Ching		Chinatown
Mun Lun School (Center Assoc. & Kalihi-Palama NB 15)	Roland Louie		Chinatown
Pacific Gateway Center	Christy MacPherson	Executive Director	Chinatown
Pacific Gateway Center	Dr. Tim Myaing Thein, Ph.D.	Executive Director	Chinatown
See Dai Doo Society			Chinatown

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
See Yup Benevolent Society	Henry Chan		Chinatown
Sing Tao Newspaper, LTD	Joseph Chow		Chinatown
Sui Wah School- Cultural Language School			Chinatown
Sun Yat Sen School- Cultural Language School			Chinatown
Tsung Tin Association	Keith Lim		Chinatown
UCS and Chinatown Community Center Association	Larry Siu		Chinatown
United Chinese Society	Henry Ou	President	Chinatown
United Chinese Society	Ted Li		Chinatown
United Chinese Society	Victor Lim		Chinatown
Wong Kong Har Tong Society	Kimo Wong		Chinatown
	Joseph Young	Honorary Mayor of Chinatown; D.D.S Retired	Chinatown
Hiroshima Peace Bell			Chinatown
Caceres 'Ohana	Mana Caceres		Cultural Descendant
Kaleikini 'Ohana			Cultural Descendant
Lam 'Ohana	Gerald Lam		Cultural Descendant
Makaiwi 'Ohana	Donna Makaiwi		Cultural Descendant
	Ali'ikaua Kaleikini		Cultural Descendant
	Hāloa Kaleikini		Cultural Descendant
	Kala Kaleikini		Cultural Descendant
	Mahiamoku Kaleikini		Cultural Descendant

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
	Moehonua Kaleikini		Cultural Descendant
	No‘eau Kaleikini		Cultural Descendant
	Paulette Ka‘anohi Kaleikini		Cultural Descendant
	Tuahine Kaleikini		Cultural Descendant
	Betty Keana‘āina		Cultural Descendant
	Kīhei Keana‘āina		Cultural Descendant
	Luther Keana‘āina		Cultural Descendant
	Noelani Keana‘āina		Cultural Descendant
	Regina Keana‘āina		Cultural Descendant
	Vicky Keana‘āina		Cultural Descendant
	Wilsam Keana‘āina		Cultural Descendant
	Bruce Keaulani		Cultural Descendant
	Kalahikiola Keli‘inoi		Cultural Descendant
	Kilinahe Keli‘inoi		Cultural Descendant
	Leon Letoto		Cultural Descendant
	Michael Lee		Cultural Descendant
	Haumea Lew		Cultural Descendant
	Leina'ala Lopes		Cultural Descendant
	Alika Luka		Cultural Descendant
	Donna Makaiwi		Cultural Descendant
	Carolyn Norman		Cultural Descendant

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
	Eileen Norman		Cultural Descendant
	Kaleo Norman		Cultural Descendant
	Keli'inui Norman		Cultural Descendant
	Theodore Norman		Cultural Descendant
	Kaleo Paik		Cultural Descendant
	Dayleen Yokooji		Cultural Descendant
	Michael Lee		Cultural Descendant
	Natalie Baldauf		Cultural Descendant
	Roddy Akau		Cultural Descendant
Hawai'i Biological Survey - Nu'uanu Stream			Geographic/Environmental
Nuuanu Stream River Corridor			Geographic/Environmental
Nu'uanu Valley Auwai Study Group	Shannon Wilson		Geographic/Environmental
Ali'i Pauahi Hawaiian Civic Club	Bruce Keaulani		Hawaiian
Association of Hawaiian Civic Clubs	Hailama Farden	Vice President	Hawaiian
Association of Hawaiian Civic Clubs	Soulee LKO Stroud		Hawaiian
Community Engagement & Resources Group, Kamehameha Schools	Hailama Farden		Hawaiian
Friends of 'Iolani Palace			Hawaiian
Hawaiian Civic Club of Honolulu			Hawaiian
Native Hawaiian Church			Hawaiian
	William Mendel	Kamaaina of Honolulu	Hawaiian
Japanese Cultural Center of Hawaii			Interested party

Affiliation/Organization	Point of Contact	Point of Contact Title	General Grouping
	Nanette Napoleon Purnell	Trustee of Oahu Cemetery; Author and Researcher	Interested party
	Tom Dang		Interested party
WRNS Studio	Adam Woltag		Interested party
WRNS Studio	Jeff Warner		Interested party
WRNS Studio	Rochelle Nagata-Wu		Interested party
Michaels Development Company	Brandon Hegland		Contractor
Michaels Development Company	Karen Seddon		Contractor
Michaels Development Company	Questor Lau		Contractor
Docomomo US, Hawaii Chapter	Tonia Moy		Architecture
Docomomo US, Hawaii Chapter	Alison Chiu	Director	Architecture
Historic Hawaii Foundation	Kiersten Faulkner	Executive Director	Architecture
Better Tomorrows	Anni Peterson	Director	other
Care Companions and Consulting	Sharon L. Pang		other
Enterprise Honolulu	Pono Shim		other
Faith Action for Community Equity	Leotele Togafau	Executive Director	other
Interstate Realty Management	Mary Keshishian		other
Interstate Realty Management	Stacie Brach		other
Kalanihuia Home for the Aged			other
Onward Creative	Jeff Mull		other
Transit Oriented Development			other
World Journal	Karl Kao		Other

EXHIBIT F

Advisory Council on Historic Preservation
Notice of Election Not to Participate in Consultation

Preserving America's Heritage

November 7, 2019

Ms. Rebecca C. Borja
U.S. Department of Housing and Urban Development
1132 Bishop Street, Suite 1400
Honolulu, HI 96813

Ref: *Proposed Halewaiolu Senior Residence Project at 1331 River Street*
Honolulu, Hawaii
ACHPConnect Log Number: 14616

Dear Ms. Borja:

The Advisory Council on Historic Preservation (ACHP) has received your notification and supporting documentation regarding the adverse effects of the referenced undertaking on a property or properties listed or eligible for listing in the National Register of Historic Places. Based upon the information provided, we have concluded that Appendix A, *Criteria for Council Involvement in Reviewing Individual Section 106 Cases*, of our regulations, "Protection of Historic Properties" (36 CFR Part 800), does not apply to this undertaking. Accordingly, we do not believe that our participation in the consultation to resolve adverse effects is needed. However, if we receive a request for participation from the State Historic Preservation Officer (SHPO), Tribal Historic Preservation Officer (THPO), affected Indian tribe, a consulting party, or other party, we may reconsider this decision. Additionally, should circumstances change, and it is determined that our participation is needed to conclude the consultation process, please notify us.

Pursuant to 36 CFR §800.6(b)(1)(iv), you will need to file the final Memorandum of Agreement (MOA), developed in consultation with the Hawaii State Historic Preservation Officer (SHPO), and any other consulting parties, and related documentation with the ACHP at the conclusion of the consultation process. The filing of the MOA, and supporting documentation with the ACHP is required in order to complete the requirements of Section 106 of the National Historic Preservation Act.

Thank you for providing us with the notification of adverse effect. If you have any questions or require further assistance, please contact Ms. Sarah Stokely at (202) 517-0224 or via email at sstokely@achp.gov.

Sincerely,

LaShavio Johnson

LaShavio Johnson
Historic Preservation Technician
Office of Federal Agency Programs

[This is a blank page]

Michaels

COMMUNITIES THAT *lift* LIVES