

H2R, LLC
2005 Main Street
Wailuku, Hawai'i 96793



February 12, 2021

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

Dear Executive Officer Orodenker:

Subject: Annual Report for Land Use Commission Docket No. A97-721 (Makena Resort), TMK (2)2-1-005:085

H2R, LLC hereby submits this Annual Report for Docket No. A97-721 with respect to the 27.825-acre subject parcel that it currently owns in Makena, Maui, Hawai'i. It is noted that the parcel was identified in Docket No. A97-721 by TMK (2)2-1-005:083, 084, and 085, but has since been consolidated into a single parcel (TMK (2)2-1-005:085).

I. INTRODUCTION AND BACKGROUND

As background, on February 19, 1998, the Land Use Commission of the State of Hawai'i (the "Commission") filed its "Findings of Fact, Conclusions of Law, and Decision and Order" (the "1998 D&O"), which reclassified 145.943 acres of land in Makena, Maui, Hawai'i from the State Land Use Agricultural District into the State Land Use Urban District (hereinafter, the "LUC Reclassified Property").

This Annual Report covers one (1) of the LUC Reclassified Parcels, hereafter referred to as the H-2 Parcel, that is owned by H2R, LLC (TMK (2)2-1-005:085) and does not address any properties owned by others. It is noted that the ownership of the remainder (and majority) of the LUC Reclassified Parcels was recently transferred from ATC Makena Entities ("ATC Makena") to AREG AC Makena Propco, LLC, which is doing business as "Makena Golf & Beach Club Owners" (MG&BC).

It is noted that, on August 27, 2012, the Commission filed an Order Granting with Modification Movant's Motion for Sixth Amendment to the Findings of Fact, Conclusions of Law, and Decision and Order, Filed on February 19, 1998, and for Release of Certain Conditions (the "2012 Amendment"). In compliance with the 2012 Amendment, the Commission released the LUC Reclassified Property from Conditions 4, 15, and 21, and amended Conditions 12 and 22 (thereafter renumbered to 11 and 19). An Amended and Restated Declaration of Conditions was recorded on September 7, 2012, in the Bureau of Conveyances as Doc. A-46330782.

II. REPORT ON COMPLIANCE WITH LUC CONDITIONS

Pursuant to Condition No. 17, the following Annual Report presents the conditions set forth in the 1998 D&O (as amended by the 2012 Amendment) and a status of compliance for each condition:

Condition No. 1

Petitioner shall provide affordable housing opportunities for low, low- moderate, and gap group income residents of the State of Hawai'i in accordance with applicable laws, rules, and regulations of the County of Maui. The location and distribution of the affordable housing or other provisions for affordable housing shall be under such terms as may be mutually agreeable between Petitioner and the County of Maui.

Response: H2R, LLC is committed to meeting its workforce housing obligations for the H-2 Parcel, in full compliance with Maui County's Workforce Housing Policy (Chapter 2.96 of the Maui County Code).

As part of the H-2 Residential Project, H2R, LLC proposes to construct up to 53 lots on the H-2 Parcel, which would require a total of fourteen (14) affordable housing units to comply with the Residential Workforce Housing Policy as provided in Chapter 2.96. The Project has provided eleven (11) affordable housing units in conjunction with the Hale Mahaolu Ehiku project and the Department of Hawaiian Home Lands (DHHL). In 2009, the previous landowner of the H-2 Parcel provided Hale Mahaolu an in lieu fee to assist with construction of the Ehiku project that equated to seven (7) affordable housing units. Additionally, the previous landowner of the H-2 Parcel contributed funding to DHHL to purchase four (4) affordable housing credits from previously constructed DHHL housing units on Maui. The funding spent to purchase the DHHL credits is being used by DHHL to construct more affordable homesteads on Maui for its native Hawaiian beneficiaries. The remaining three (3) affordable housing units will be satisfied in compliance with the provisions of Chapter 2.96, MCC.

Condition No. 2

Petitioner shall coordinate with the County of Maui Board of Water Supply to incorporate the proposed project into the County Water Use and Development Plan for the area. Prior to the granting of the first discretionary permit for the single-family and multi-family residential development described in paragraph 20 of the Decision and Order or the hotel described in paragraph 21 of the Decision and Order and by or before one year from the issuance date of this Decision and Order, Petitioner shall furnish the Commission with a letter from the County of Maui Board of Water Supply confirming that (a) the potable water allocation that will be credited to Petitioner will be available to and sufficient for the proposed project as it is described in the Petition, (b)

the availability of potable water will not be an obstacle or impediment to the development of the proposed project as described in the Petition and (c) the proposed project as it is described in the Petition has been incorporated into the County Water Use and Development Plan for the area and that this plan will prevent the continued over pumping of the sustainable yield of the lao aquifer.

Response: H2R, LLC understands that this condition has been complied with. According to the Twenty-First Annual Report submitted by ATC Makena Holdings, LLC (now known as MG&BC), this condition was complied with as set forth in a letter from David Craddick, Director of the Department of Water Supply, County of Maui, dated February 18, 1999, which was included in its Second Annual Report.

Additional letters regarding compliance with this condition, dated October 1, 2003, from Petitioner to the Department of Water Supply, and the response from George Tengan, Director of Water Supply, dated October 7, 2003, were attached to ATC Makena Holdings, LLC's (now known as MG&BC) Sixth Annual Report.

In regards to the H-2 Parcel, H2R, LLC has previously obtained and installed a water meter from the Department of Water Supply to serve its parcel.

Condition No. 3

Petitioner shall participate in the funding and construction of adequate water source, storage, and transmission facilities and improvements to accommodate the proposed project in accordance with the applicable laws, rules and regulations of the County of Maui, and consistent with the County of Maui water use and development plan.

Response: H2R, LLC understands this condition has been satisfied. In 1976, the Petitioner participated in the Central Maui Source Development Joint Venture and also the Central Maui Transmission Joint Venture, which developed water sources in Waiehu, Maui and a transmission line from the newly developed water sources down to the Wailea and Mākena regions. Further, in 1985, Makena Resort constructed a 1.5 million gallon water storage tank at the Makena Resort. As mentioned above, H2R, LLC has previously obtained and installed a water meter from the Department of Water Supply to serve the H-2 Parcel.

Condition No. 4

Petitioner shall contribute to the development, funding, and/or construction of school facilities, on a pro rata basis for the residential developments in the proposed project, as determined by and to the satisfaction of the State Department of Education ("DOE"). Terms of the contribution shall be agreed upon by Petitioner and DOE prior to Petitioner acquiring county rezoning or prior to Petitioner applying for building permits if county zoning is not required.

Response: H2R, LLC executed an amendment to the Education Contribution Agreement for Makena Resort reflecting that the H-2 Parcel will participate in the Department of Education facilities contribution program currently set at \$5,560 per unit. A copy of the amendment was provided in H2R, LLC's 2020 Annual Compliance Report.

Condition No. 5

Petitioner shall participate in the pro rata funding and construction of adequate civil defense measures as determined by the State of Hawai'i and County of Maui civil defense agencies.

Response: H2R, LLC will comply with this condition. In consultation with Hawai'i Emergency Management Agency (HiEMA), a new outdoor emergency siren may need to be installed either onsite or in the vicinity of the H-2 Parcel.

Condition No. 6

Should any human burials or any historic sites such as artifacts, charcoal deposits, stone platforms, pavings, or walls be found, Petitioner shall stop work in the immediate vicinity and contact SHPD. The significance of these finds shall then be determined and approved by SHPD, and an acceptable mitigation plan shall be approved by SHPD. SHPD must verify that the fieldwork portion of the mitigation plan has been successfully executed prior to work proceeding in the immediate vicinity of the find. Burials must be treated under specific provisions of Chapter 6E, Hawai'i Revised Statutes.

Response: H2R, LLC acknowledges that the H-2 Parcel is subject to the provisions of this condition and will comply.

Condition No. 7

Petitioner shall follow the State DLNR recommendations for Petition Areas 1, 2 and 3, for archaeological data recovery and preservation. An archaeological data recovery plan (scope of work) must be approved by SHPD. That plan then must be successfully executed (to be verified in writing by the SHPD), prior to any grading, clearing, grubbing or other land alteration in these areas. In Petition Area 1, three significant historic sites (1969, 2563, 2569) are committed to preservation. A preservation plan must be approved by SHPD. This plan, or minimally its interim protection plan phase, must be successfully executed (to be verified in writing by the SHPD), prior to any grading, clearing, grubbing or other land alteration in these areas.

Response: The H-2 Parcel is located in Petition Area 5, and as such, is not subject to the provisions of this condition. It is noted that an Archaeological Preservation Plan (APP) and three (3) Archaeological Monitoring Plans (AMPs) for the H-2 Parcel were prepared in compliance with the requirements of Chapter

6E, Hawai'i Revised Statutes, consistent with the findings of Archaeological Inventory Surveys (AIS) for the H-2 Parcel which were accepted by the State Historic Preservation Division (SHPD) in July 2008. Both APP and AMPs were accepted by the SHPD, the acceptance letters for which were included in the 2020 Annual Compliance report provided by H2R, LLC.

Condition No. 18 of County of Maui, Change in Zoning Ordinance No. 3613 requires SHPD and the Office of Hawaiian Affairs (OHA) to jointly approve preservation and mitigation plans prior to any grading in the project area. As such, in October 2019, H2R, LLC requested comments on the APP and AMPs from the OHA. In response to comments from OHA, an updated APP dated January 2020 and consolidated AMP were prepared and submitted to OHA for further review. Additional comments from OHA were received on August 17, 2020, and responded to on August 19, 2020. Adjustments to the updated APP and consolidated AMP are currently being prepared based on the additional comments from OHA. Once approved by OHA, the further revised APP and AMP will be submitted to the County of Maui, Department of Planning in accordance with the SHPD/OHA co-approval protocol outlined by OHA, prior to any grading within the Project area.

During review of the H-2 Residential Project's Chapter 343, Hawaii Revised Statutes, Draft Environmental Assessment and Special Management Area Use Permit application, SHPD requested that a project specific AIS be prepared by H2R, LLC. Towards that end, H2R, LLC is currently working with an archaeologist to prepare a new AIS.

Condition No. 8

Petitioner shall implement efficient soil erosion and dust control measures during and after the development process to the satisfaction of the State Department of Health and County of Maui.

Response: H2R, LLC acknowledges that the H-2 Parcel is subject to provisions of this condition and will comply at the appropriate time prior to development of the H-2 Parcel.

To control runoff, sedimentation, and erosion during construction and post-construction of the H-2 Residential Project, a comprehensive program of Best Management Practices (BMPs) will be implemented in accordance with applicable provisions of the Maui County Code and Drainage Rules of the Department of Public Works. This program includes Low Impact Development (LID) measures such as detention and infiltration basins and swales. All post-development runoff for the design storm will be retained onsite, which is in exceedance of the County of Maui Drainage Standards. The H-2 Residential Project will secure and comply with the State National Pollutant Discharge

Elimination System (NPDES) Permit.

Condition No. 9

Petitioner shall initiate and fund a nearshore water quality monitoring program. The monitoring program shall be approved by the State Department of Health in consultation with the U.S. Fish and Wildlife Service, the National Marine Fisheries Services, and the State Division of Aquatic Resources, DLNR. Petitioner shall coordinate this consultation process with the concurrence of the State Department of Health. Mitigation measures shall be implemented by Petitioner if the results of the monitoring program warrant them. Mitigation measures shall be approved by the State Department of Health in consultation with the above mentioned agencies.

Response: MG&BC, as the owner of the majority of the LUC Reclassified Property, funds and conducts the nearshore water quality monitoring program required by this condition. The most recent monitoring reports are submitted each year as part of MG&BC's Annual Report. These reports are also transmitted to the State Department of Health (DOH).

Condition No. 10

Petitioner shall submit a Traffic Impact Analysis Report (TIAR) for review and approval by the State Department of Transportation and the County of Maui.

Response: H2R, LLC understands that this condition has been complied with. As set forth in the Twenty-First Annual Report submitted by ATC Makena Holdings, LLC (now known as MG&BC), a Traffic Impact Analysis Report (TIAR) was prepared and submitted for review by the State Department of Transportation (DOT) and the County of Maui as part of the Change in Zoning application. Following certain comments by DOT, revisions were made to the TIAR and resubmitted to DOT. The letter from DOT which confirms and accepts the TIAR was included in the Third Annual Report.

Furthermore, ATC Makena Holdings, LLC (now known as MG&BC) also prepared and submitted a Makena Resort Master Traffic Study, dated June 6, 2003 (Revised September 14, 2003), which was submitted to the DOT and County of Maui, and approved by the County on September 26, 2003. The Makena Resort Master Traffic Study was included in ATC Makena Holdings, LLC (now known as MG&BC) Sixth Annual Report.

In regards to the H-2 Parcel, a TIAR assessing traffic impacts related to the proposed H-2 Residential Project was prepared in October 2019 and has been submitted to DOT and the County of Maui for review and approval. A copy of the TIAR was provided in H2R, LLC's 2020 Annual Compliance Report. In addition, a Supplemental Letter for the TIAR was prepared by Austin, Tsutsumi

& Associates, Inc. in December 2020 to provide analysis of potential impacts from the beach parking lot that may be included as part of the H-2 Residential Project. Refer to **Exhibit “A”**.

Condition No. 11

(as amended) Petitioner shall participate in the pro rata funding and construction of local and regional transportation improvements and programs including dedication of rights-of-way as determined by the State Department of Transportation (“DOT”) and the County of Maui. Agreement between Petitioner and DOT as to the level of funding and participation shall be obtained within fourteen (14) years from June 1, 2000.

Response: H2R, LLC began coordination with the State Department of Transportation (DOT) to comply with this condition upon acquisition of the H-2 Parcel in late 2018. On May 19, 2020, H2R, LLC and DOT entered into a Memorandum of Agreement (MOA) for their pro rata funding of local and regional transportation improvements. See **Exhibit “B”**.

Condition No. 12

Petitioner shall fund the design and construction of drainage improvements required as a result of the development of the Property to the satisfaction of the appropriate State of Hawai‘i and County of Maui agencies.

Response: H2R, LLC acknowledges that the H-2 Parcel is subject to provisions of this condition and will comply.

Condition No. 13

The Petition Areas will be developed in accordance with the Kihei-Makena Community Plan.

Response: H2R, LLC acknowledges that the proposed H-2 Residential Project is designed in accordance with the Kihei-Makena Community Plan.

Condition No. 14

Petitioner shall fund, design and construct all necessary traffic improvements necessitated by development of the Petition Areas as required by the State Department of Transportation and the County of Maui Department of Public Works and Waste Management.

Response: H2R, LLC acknowledges that the H-2 Parcel is subject to the provisions of this condition and will comply.

Condition No. 15

Petitioner shall develop the Property in substantial compliance with the representations made to the Commission. Failure to so develop the Property may result in a reversion of the Property to its former classification, a change to a more appropriate classification, or other reasonable remedy as determined by the Commission.

Response: H2R, LLC acknowledges that the H-2 Parcel is subject to the provisions of this condition and will comply.

Condition No. 16

Petitioner shall give notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the Property, prior to development of the Property.

Response: H2R, LLC acknowledges that it is subject to the provisions of this condition and will comply.

Condition No. 17

Petitioner shall timely provide without any prior notice, annual reports to the Commission, the Office of Planning, and the County of Maui Planning Department in connection with the status of the subject project and Petitioner's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.

Response: In compliance with Condition No. 17, this Annual Report is being submitted by H2R, LLC for the H-2 Parcel.

Condition No. 18

The commission may fully or partially release or amend the conditions provided herein as to all or any portion of the petition area upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.

Response: H2R, LLC acknowledges the provisions of this condition.

Condition No. 19

(as amended) Petitioner shall record the conditions imposed herein by the Commission and every amendment thereto with the Bureau of Conveyances pursuant to Section 15-15-92, Hawai'i Administrative Rules.

Response: All conditions and amendments have been recorded as required by this condition.

If you have any questions or require any further information, please contact me at (808) 270-5936 or leilanip@pacificrimland.com.

Sincerely,



Leilani Pulmano
H2R, LLC

Encl.

cc: Mary Alice Evans, State of Hawai'i, Office of Planning (w/enclosures)
Ann Cua, County of Maui, Department of Planning (w/enclosures)
Yukino Uchiyama, Munekiyo Hiraga (w/enclosures)

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EXHIBIT A



TERRANCE S. ARASHIRO, P.E.
ADRIENNE W.L.H. WONG, P.E., LEED AP
DEANNA M.R. HAYASHI, P.E.
PAUL K. ARITA, P.E.
ERIK S. KANESHIRO, L.P.L.S., LEED AP
MATT K. NAKAMOTO, P.E.
GARRETT K. TOKUOKA, P.E.

December 17, 2020

Ms. Erin Mukai
H2R, LLC
2005 Main Street
Wailuku, Hawaii 96793

Dear Ms. Mukai:

**Subject: Supplemental Traffic Assessment Letter
for Additional Beach Parking
at the Makena H-2 Residential Project
Makena, Maui, Hawaii**

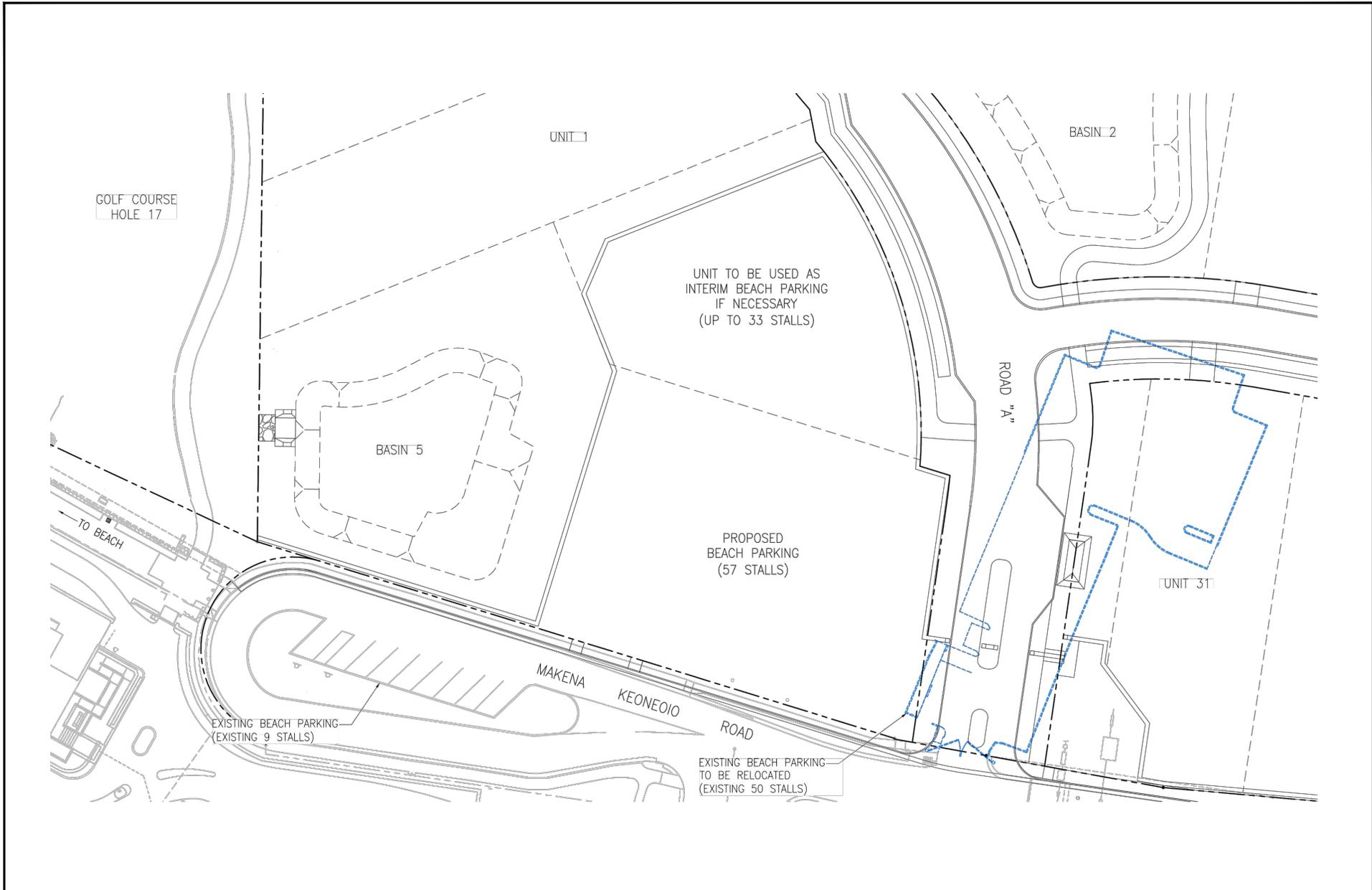
Austin, Tsutsumi & Associates, Inc. (ATA) has prepared this traffic assessment (TA) to evaluate traffic conditions with an increase of up to 33 additional beach parking stalls for a total of up to 90 beach parking stalls at the proposed Makena H-2 Residential Project (hereinafter referred to as "Project") in Makena, Maui, Hawaii.

Project Description

The Project proposes to develop up to 53-lot single-family CPR residential units. As part of the Project, the existing 50-stall beach parking lot will be replaced by a larger 57-stall beach parking lot located closer to the beach, resulting in a 7-stall increase. The up to 53 single-family residential units and 7-stall beach parking lot increase are identified as the new Project uses in the latest Makena Parcel H-2 Project Traffic Impact Analysis Report (TIAR) dated October 04, 2019 (hereinafter referred to as "H-2 TIAR").

In order to comply with Makena Resort Change in Zoning (CIZ) requirements, additional beach parking stalls may be included as part of the Project. This additional beach parking will consist of up to 33 parking stalls for a total of up to 90 beach parking stalls. This letter evaluates the traffic impact of the additional beach parking stalls.

The site plan for the proposed additional beach parking stalls is shown in Figure 1.



MAKENA H-2
RESIDENTIAL
PROJECT
SUPPLEMENTAL
TRAFFIC LETTER



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

FIGURE

1

BEACH PARKING

Erin Mukai
H2R, LLC

December 17, 2020

Trip Generation

Trip rates and the corresponding trip generation for the additional beach parking stalls are shown in Table 1 below. The trip rates are the same rates used in the H-2 TIAR and were calculated based on observed AM and PM peak hour traffic volumes generated by the existing beach parking lot in 2018. As noted in the H-2 TIAR, observations indicated that the existing parking lot was not fully occupied, so additional parking stalls should not generate additional traffic during the AM and PM peak hours. However, to remain conservative and account for potential future growth, additional trips were generated based on these rates.

Table 1: Trip Generation

| Land Use | Quantity | AM Peak Hour | | | | | PM Peak Hour | | | | |
|--|-------------------------|--------------|---------|-----------|-----------|-----------|--------------|---------|-----------|-----------|-----------|
| | | Rate | Enter % | Enter | Exit | Total | Rate | Enter % | Enter | Exit | Total |
| Current Proposed H-2 Uses ¹ | 53 SFDU 7 NEW Stalls | Various | | 17 | 15 | 32 | Various | | 14 | 14 | 28 |
| NEW Additional Beach Parking Stalls | 33 Additional Stalls | 0.36 | 89% | 11 | 2 | 13 | 0.18 | 11% | 1 | 6 | 7 |
| Total Project Trips (Including Additional Beach Parking Stalls) | | | | 28 | 17 | 45 | | | 15 | 20 | 35 |

Note:

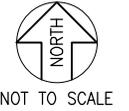
1. Land use, quantities and calculated trips taken from current Makena Parcel H-2 Project TIAR dated October 4, 2019.

In total, the up to 33 additional stalls are anticipated to generate 13(7) new vehicle trips during the AM(PM) peak hours. Project trips for the entire Makena H-2 Residential Project including the additional traffic generated by the additional beach parking stalls are shown in Figures 2 and 3.

Future Year 2028 Analysis

With Future Year 2028 conditions for the entire Project, all vehicle movements are anticipated to operate nearly the same with or without the additional beach parking stalls. Due to low trip generation increases from the additional beach parking stalls, no LOS changes are anticipated and therefore, no mitigations are recommended.

Future Year 2028 laneage, volumes and LOS can be found in Figures 4 and 5. The LOS Summary can be found in Table 2.



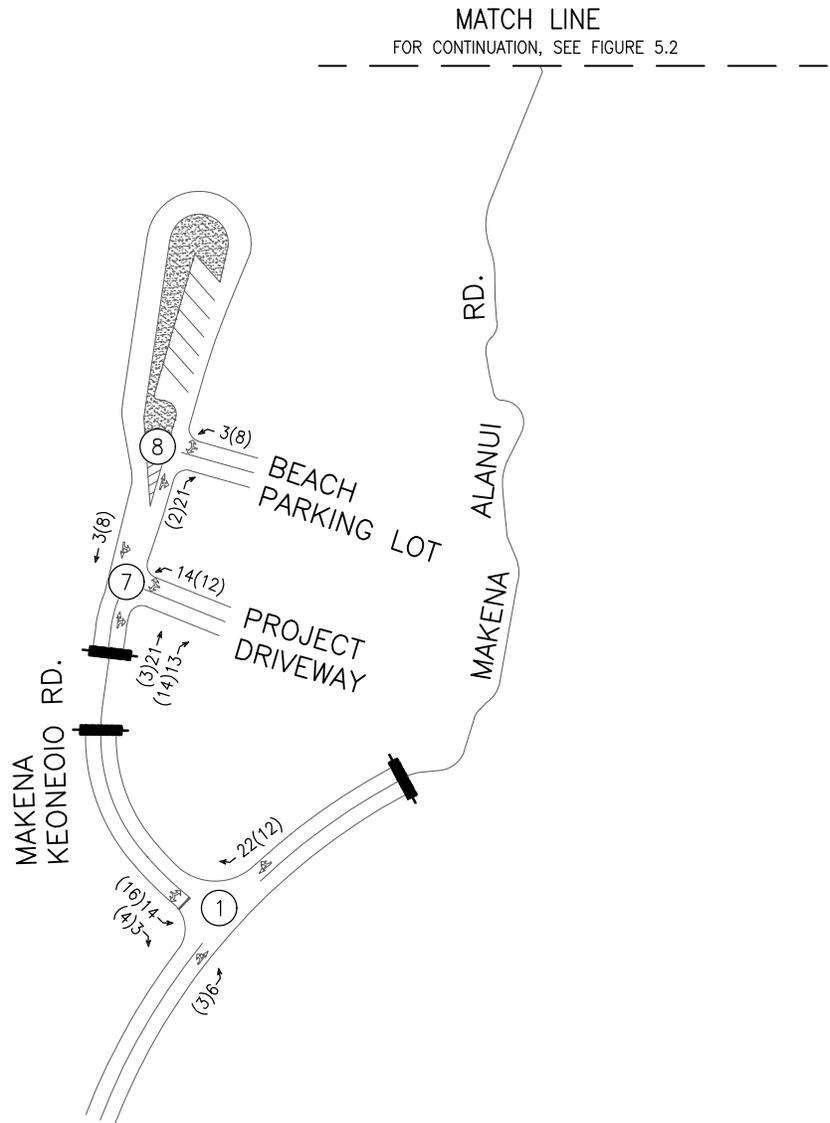
NOT TO SCALE

NOTE:
THIS DRAWING IS FOR ILLUSTRATIVE
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CONSTRUCTION.

LEGEND

##(##) - AM(PM) PEAK HOUR OF VEHICLE VOLUMES

(X) - UNSIGNALIZED INTERSECTION X



MAKENA H-2 RESIDENTIAL PROJECT
SUPPLEMENTAL TRAFFIC LETTER

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

**PROJECT-GENERATED TRIPS
- MAKENA AREA**

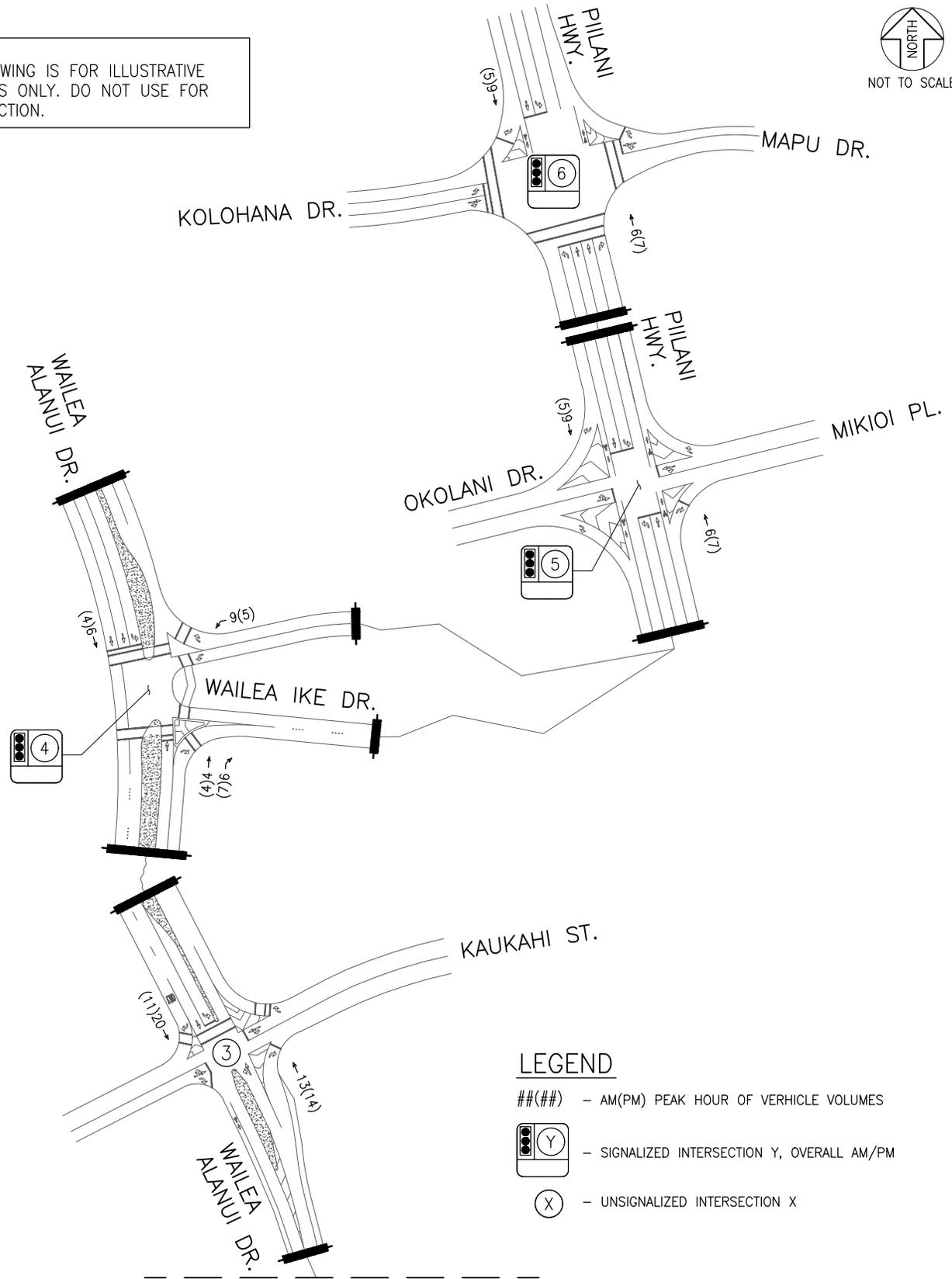
FIGURE

2

NOTE:
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NOT TO SCALE



LEGEND

- ##(##) - AM(PM) PEAK HOUR OF VEHICLE VOLUMES
-  - SIGNALIZED INTERSECTION Y, OVERALL AM/PM
-  - UNSIGNALIZED INTERSECTION X

MATCH LINE
FOR CONTINUATION, SEE FIGURE 5.1

MAKENA H-2 RESIDENTIAL PROJECT
SUPPLEMENTAL TRAFFIC LETTER

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

**PROJECT-GENERATED TRIPS -
KIHEI-WAILEA AREA**

FIGURE

3

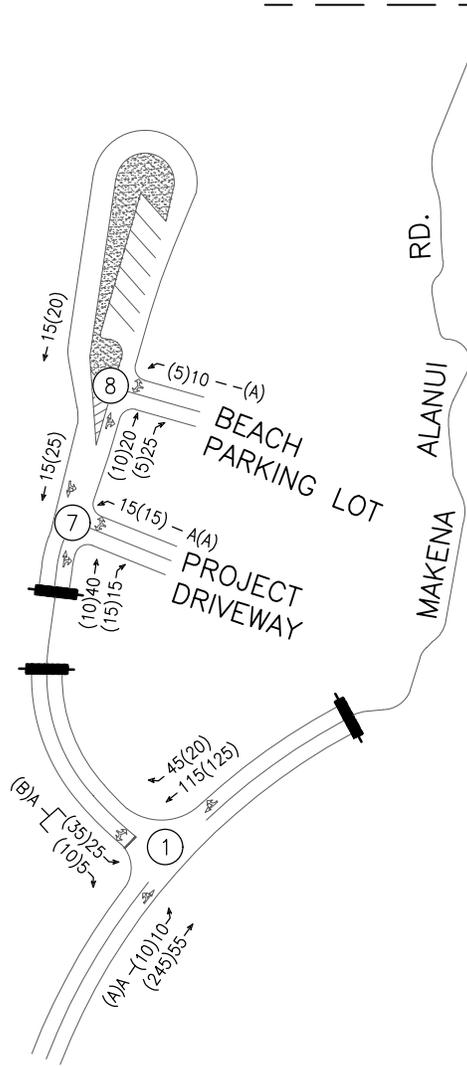


NOTE:
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LEGEND

- ##(##) - AM(PM) PEAK HOUR OF VERHICLE VOLUMES
- (X) - UNSIGNALIZED INTERSECTION X
- X(X) - AM(PM) LOS

MATCH LINE
 FOR CONTINUATION, SEE FIGURE 5.4



MAKENA H-2 RESIDENTIAL PROJECT
 SUPPLEMENTAL TRAFFIC LETTER

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

**FUTURE YEAR 2028 LANE CONFIGURATION,
 VOLUMES AND LOS - MAKENA AREA**

FIGURE

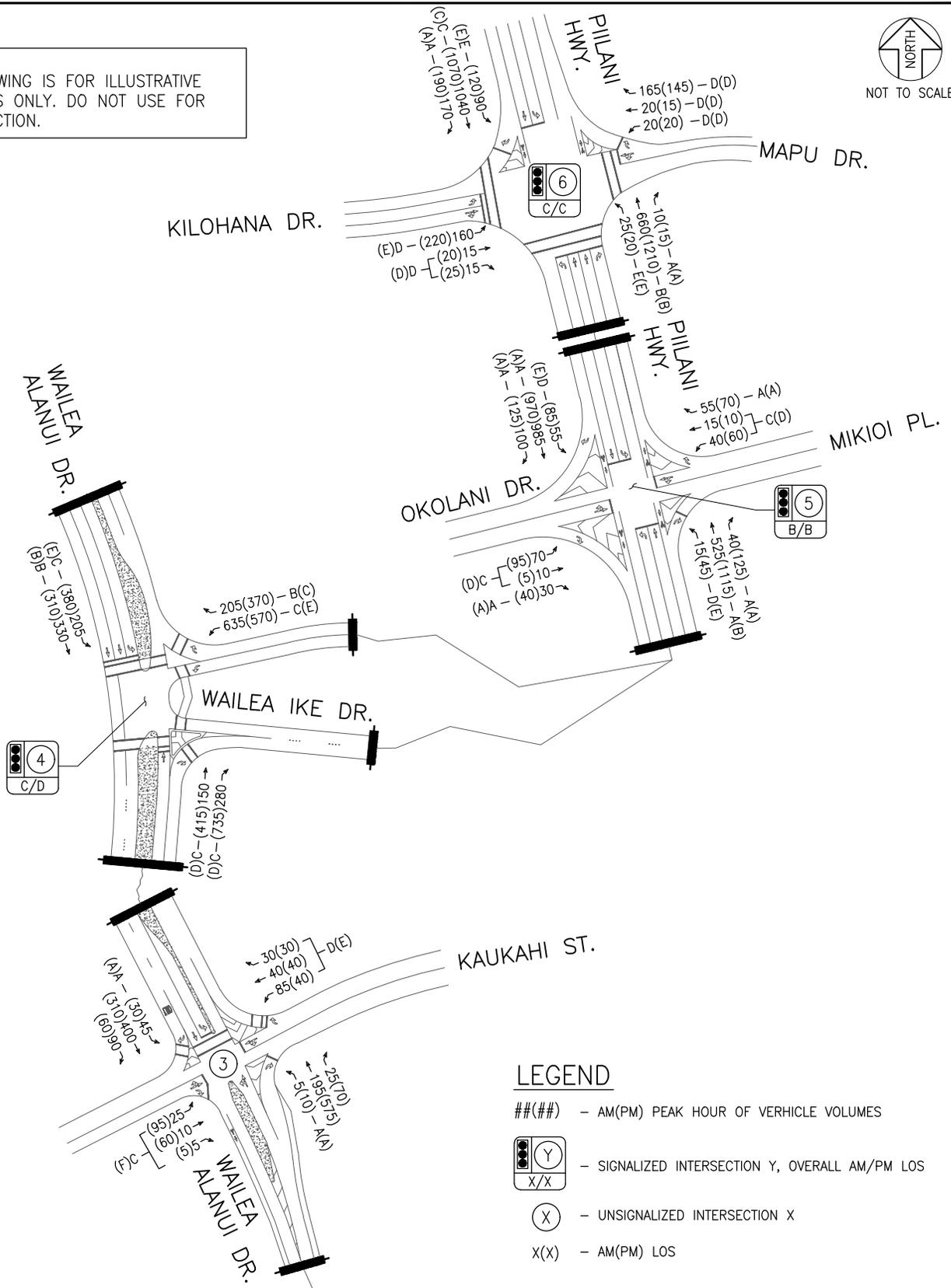
4



NOT TO SCALE

NOTE:

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LEGEND

##(##) - AM(PM) PEAK HOUR OF VEHICLE VOLUMES



- SIGNALIZED INTERSECTION Y, OVERALL AM/PM LOS



- UNSIGNALIZED INTERSECTION X

X(X) - AM(PM) LOS

MATCH LINE

FOR CONTINUATION, SEE FIGURE 5.3

MAKENA H-2 RESIDENTIAL PROJECT
SUPPLEMENTAL TRAFFIC LETTER



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

FIGURE

FUTURE YEAR 2028 CONFIGURATION,
VOLUMES AND LOS - KIHEI-WAILEA AREA

5

Table 2: Base Year 2028 Conditions, Future Year 2028 Conditions WITHOUT and WITH Option B - Beach Parking Lot

| Intersection | Base Year 2028 Conditions | | | | | | Future Year 2028 Conditions (WITHOUT Option B - Beach Parking Lot) | | | | | | Future Year 2028 Conditions (WITH Option B - Beach Parking Lot) | | | | | |
|---|---------------------------|-----------|-----|-----------|-----------|-----|---|-----------|-----|-----------|-----------|-----|--|-----------|-----|-----------|-----------|-----|
| | AM | | | PM | | | AM | | | PM | | | AM | | | PM | | |
| | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS |
| 1: Makena Rd/Makena Alanui Rd & Makena Keoneoio Rd | | | | | | | | | | | | | | | | | | |
| NB LT | 7.5 | 0.00 | A | 7.5 | 0.00 | A | 7.6 | 0.00 | A | 7.5 | 0.01 | A | 7.6 | 0.01 | A | 7.6 | 0.01 | A |
| EB LT/RT | 9.7 | 0.01 | A | 10.9 | 0.04 | B | 9.7 | 0.03 | A | 11.1 | 0.07 | B | 9.9 | 0.04 | A | 11.3 | 0.08 | B |
| Overall | 0.6 | - | - | 0.8 | - | - | 1.2 | - | - | 1.2 | - | - | 1.5 | - | - | 1.3 | - | - |
| 3: Wailea Alanui Drive & Kaukahi Street | | | | | | | | | | | | | | | | | | |
| NB LT | 8.2 | 0.01 | A | 7.9 | 0.01 | A | 8.2 | 0.01 | A | 8.0 | 0.01 | A | 8.2 | 0.01 | A | 8.0 | 0.01 | A |
| EB LT/TH/RT | 17.9 | 0.14 | C | 95.3 | 0.92 | F | 18.5 | 0.14 | C | 102.7 | 0.94 | F | 18.7 | 0.14 | C | 105.9 | 0.95 | F |
| WB LT/TH | 23.9 | 0.42 | C | 42.8 | 0.49 | E | 25.4 | 0.44 | D | 45.2 | 0.50 | E | 25.7 | 0.44 | D | 46.0 | 0.51 | E |
| SB LT | 7.7 | 0.04 | A | 8.9 | 0.03 | A | 7.8 | 0.04 | A | 8.9 | 0.03 | A | 7.8 | 0.04 | A | 8.9 | 0.03 | A |
| Overall | 4.6 | - | - | 14.9 | - | - | 4.7 | - | - | 15.8 | - | - | 4.7 | - | - | 16.2 | - | - |
| 4: Wailea Alanui Drive & Wailea Ike Drive** | | | | | | | | | | | | | | | | | | |
| NB TH | 29.7 | 0.48 | C | 53.5 | 0.88 | D | 29.8 | 0.49 | C | 53.8 | 0.88 | D | 29.8 | 0.49 | C | 52.1 | 0.87 | D |
| NB RT | 27.5 | 0.19 | C | 37.7 | 0.65 | D | 27.5 | 0.20 | C | 38.4 | 0.66 | D | 27.5 | 0.20 | C | 39.0 | 0.68 | D |
| WB LT | 23.4 | 0.81 | C | 55.1 | 0.94 | E | 24.4 | 0.83 | C | 56.4 | 0.95 | E | 24.4 | 0.83 | C | 60.0 | 0.96 | E |
| WB RT | 11.9 | 0.18 | B | 24.2 | 0.30 | C | 12.0 | 0.18 | B | 24.2 | 0.30 | C | 12.0 | 0.18 | B | 24.7 | 0.31 | C |
| SB LT | 33.3 | 0.65 | C | 67.7 | 0.94 | E | 33.2 | 0.65 | C | 68.2 | 0.94 | E | 33.2 | 0.65 | C | 68.9 | 0.95 | E |
| SB TH | 14.4 | 0.24 | B | 11.5 | 0.17 | B | 14.4 | 0.24 | B | 11.6 | 0.17 | B | 14.4 | 0.24 | B | 11.4 | 0.17 | B |
| Overall | 22.7 | 0.71 | C | 43.0 | 0.93 | D | 23.1 | 0.71 | C | 43.6 | 0.93 | D | 23.1 | 0.71 | C | 44.4 | 0.93 | D |
| 5: Piilani Highway/Piilani Hwy & Okolani Drive/Mikiioi Place | | | | | | | | | | | | | | | | | | |
| NB LT | 39.0 | 0.46 | D | 60.2 | 0.73 | E | 39.6 | 0.46 | D | 61.0 | 0.73 | E | 39.6 | 0.46 | D | 61.7 | 0.74 | E |
| NB TH | 5.7 | 0.46 | A | 17.8 | 0.91 | B | 5.7 | 0.46 | A | 18.2 | 0.91 | B | 5.7 | 0.47 | A | 18.6 | 0.91 | B |
| NB RT | 3.9 | 0.03 | A | 4.5 | 0.09 | A | 3.9 | 0.03 | A | 4.4 | 0.09 | A | 3.9 | 0.03 | A | 4.4 | 0.09 | A |
| EB LT/TH | 28.2 | 0.37 | C | 45.1 | 0.51 | D | 28.8 | 0.37 | C | 45.6 | 0.52 | D | 28.8 | 0.37 | C | 46.0 | 0.52 | D |
| EB RT | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A |
| WB LT/TH | 27.3 | 0.25 | C | 43.2 | 0.35 | D | 27.8 | 0.25 | C | 43.7 | 0.35 | D | 27.8 | 0.25 | C | 44.1 | 0.35 | D |
| WB RT | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A | 0.0 | 0.00 | A |
| SB LT | 35.7 | 0.65 | D | 55.4 | 0.78 | E | 36.5 | 0.65 | D | 55.9 | 0.78 | E | 36.5 | 0.65 | D | 56.4 | 0.78 | E |
| SB TH | 8.8 | 0.83 | A | 9.2 | 0.76 | A | 8.8 | 0.84 | A | 9.3 | 0.76 | A | 8.8 | 0.84 | A | 9.3 | 0.76 | A |
| SB RT | 3.3 | 0.08 | A | 3.6 | 0.09 | A | 3.3 | 0.07 | A | 3.6 | 0.09 | A | 3.3 | 0.07 | A | 3.6 | 0.09 | A |
| Overall | 10.1 | - | B | 17.3 | - | B | 10.2 | - | B | 17.6 | - | B | 10.2 | - | B | 17.8 | - | B |

Table 2: Base Year 2028 Conditions, Future Year 2028 Conditions WITHOUT and WITH Option B - Beach Parking Lot

| Intersection | Base Year 2028 Conditions | | | | | | Future Year 2028 Conditions (WITHOUT Option B - Beach Parking Lot) | | | | | | Future Year 2028 Conditions (WITH Option B - Beach Parking Lot) | | | | | |
|--|---------------------------|-----------|-----|-----------|-----------|-----|---|-----------|-----|-----------|-----------|-----|--|-----------|-----|-----------|-----------|-----|
| | AM | | | PM | | | AM | | | PM | | | AM | | | PM | | |
| | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS | HCM Delay | v/c Ratio | LOS |
| 6: Piilani Hwy & Kilohana Drive/Mapu Drive | | | | | | | | | | | | | | | | | | |
| NB LT | 62.9 | 0.59 | E | 65.9 | 0.56 | E | 63.3 | 0.59 | E | 65.4 | 0.56 | E | 63.6 | 0.59 | E | 65.4 | 0.56 | E |
| NB TH | 11.3 | 0.34 | B | 16.5 | 0.64 | B | 11.4 | 0.34 | B | 15.9 | 0.63 | B | 11.3 | 0.34 | B | 16.0 | 0.64 | B |
| NB RT | 9.0 | 0.01 | A | 10.1 | 0.01 | B | 9.0 | 0.01 | A | 9.7 | 0.01 | A | 9.0 | 0.01 | A | 9.7 | 0.01 | A |
| EB LT | 43.6 | 0.58 | D | 57.6 | 0.78 | E | 44.0 | 0.58 | D | 56.4 | 0.78 | E | 44.3 | 0.58 | D | 56.4 | 0.78 | E |
| EB TH/RT | 41.4 | 0.07 | D | 43.3 | 0.10 | D | 41.6 | 0.07 | D | 42.8 | 0.10 | D | 41.9 | 0.07 | D | 42.8 | 0.10 | D |
| WB LT | 48.0 | 0.14 | D | 50.4 | 0.14 | D | 48.3 | 0.14 | D | 49.9 | 0.14 | D | 48.6 | 0.14 | D | 49.9 | 0.14 | D |
| WB TH | 52.1 | 0.30 | D | 53.7 | 0.22 | D | 52.5 | 0.30 | D | 53.2 | 0.22 | D | 52.8 | 0.30 | D | 53.2 | 0.22 | D |
| WB RT | 49.4 | 0.02 | D | 51.9 | 0.02 | D | 49.8 | 0.02 | D | 51.4 | 0.02 | D | 50.1 | 0.02 | D | 51.4 | 0.02 | D |
| SB LT | 58.9 | 0.78 | E | 59.2 | 0.81 | E | 59.2 | 0.78 | E | 58.7 | 0.81 | E | 59.5 | 0.78 | E | 58.7 | 0.81 | E |
| SB TH | 30.8 | 0.94 | C | 35.1 | 0.96 | D | 31.3 | 0.95 | C | 33.3 | 0.96 | C | 31.8 | 0.95 | C | 33.3 | 0.96 | C |
| SB RT | 7.9 | 0.14 | A | 7.9 | 0.16 | A | 7.9 | 0.14 | A | 7.6 | 0.16 | A | 7.9 | 0.14 | A | 7.6 | 0.16 | A |
| Overall | 26.4 | - | C | 29.0 | - | C | 26.6 | - | C | 27.9 | - | C | 26.9 | - | C | 27.9 | - | C |
| 7: Makena Keoneoio Road & Project DW | | | | | | | | | | | | | | | | | | |
| WB LT/RT | - | - | - | - | - | - | - | - | - | 8.8 | 0.02 | A | 8.9 | 0.02 | A | 8.8 | 0.02 | A |
| Overall | - | - | - | - | - | - | - | - | - | 2.2 | - | - | 1.6 | - | - | 2.0 | - | - |
| 8: Makena Keoneoio Road & Beach Parking Lot | | | | | | | | | | | | | | | | | | |
| WB LT/RT | - | - | - | - | - | - | - | - | - | 8.5 | 0.01 | A | 8.8 | 0.01 | A | 8.7 | 0.01 | A |
| Overall | - | - | - | - | - | - | - | - | - | 7.1 | - | - | 0.7 | - | - | 1.9 | - | - |

* v/c ratio > 1.0 denotes overcapacity conditions

** Intersection analyzed using HCM 2000 methodology due to HCM 6th Edition methodology currently not supporting signalized intersections with hold phases (in this case, a hold phase occurs on the southbound through movement when the pedestrian phase on the northbound approach is actuated with the



Erin Mukai
H2R, LLC

December 17, 2020

Conclusions

- The Project currently plans to construct up to 53 single-family residential units and replace the existing 50-stall beach parking lot with a larger 57-stall beach parking lot located closer to the beach, resulting in a 7-stall increase.
- The Project proposes up to 33 additional beach parking stalls to the current proposed 57-stall beach parking lot, totaling up to 90 beach parking stalls. The up to 33 additional beach parking stalls are anticipated to generate a total of 13(7) new additional vehicle trips during the AM(PM) peak hours.
- Due to low trip generation increases from the additional beach parking stalls, no LOS changes are anticipated and therefore, no mitigations are recommended.

We appreciate the opportunity to prepare this traffic assessment for the Project. If you have any questions or require additional information, please contact me at (808) 244-8044.

Sincerely,

AUSTIN, TSUTSUMI & ASSOCIATES, INC.

By 

TYLER K. FUJIWARA, P.E.
Chief Transportation Manager - Maui

TF:kf

EXHIBIT B

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail () Pickup () To:

Tax Key: (2) 2-1-5:85

Total No. of Pages: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement is made this 19th day of May, 2020, by and between H2R LLC, a Hawaii limited liability company, whose address is 2005 Main Street, Wailuku, Hawaii 96793 ("H2R"), and the DEPARTMENT OF TRANSPORTATION, a department of the State of Hawaii, whose business address is 869 Punchbowl Street, Honolulu, Hawaii 96813-5097 ("DOT").

RECITALS:

A. H2R is the owner of that certain parcel of land located at Makena, Island and County of Maui, State of Hawaii, being identified as Tax Map Key No. (2) 2-1-5:85, comprising 27.825 acres (the "Property"). The Property is intended to be developed into a residential condominium property regime with up to 53 residences, together with the relocation of the existing onsite beach parking lot (collectively, the "H2R Development").

B. The purpose of this Memorandum of Agreement is to set forth H2R's level of fair share funding and participation in the construction of local and regional transportation improvements as determined by the DOT to satisfy the existing Condition No. 11 of the Findings

of Fact, Conclusions of Law and Decision and Order filed on February 19, 1998 (Land Use Docket No. A-97-721), as amended through the Sixth Amendment dated August 27, 2012 and as amended and restated by the Amended and Restated Declaration of Conditions dated December 12, 2012, and recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-46330782, imposing on the Property and other lands and their development, the fair share funding and participation in the construction of local and regional transportation improvements.

Said Condition No. 11 states as follows:

"11. Petitioner shall participate in the pro rata funding and construction of local and regional transportation improvements and programs, including dedication of rights of way as determined by the State Department of Transportation ("DOT") and the County of Maui. Agreement between Petitioner and DOT as to the level of funding the participation shall be obtained within fourteen (14) years from June 1, 2000."

C. H2R representatives have met with the DOT staff and based on these meetings the DOT has reviewed and accepted H2R's proposed methodology for calculating H2R's fair share cost required by said Condition No. 11 to be paid insofar as said condition applies to the development of the Property. (Said Condition No. 11 insofar as it applies to the development of the Property only is hereinafter referred to as the "Condition").

D. H2R and the DOT Highway Planning Branch staff determined that H2R's fair share of the cost of the remaining Piilani Highway Widening Project (excluding the Wailea Resort master plan's Kilohana Mauka widening improvement) is estimated to be 0.88% (rounded) which translates to \$273,208.00 for H2R's fair share of said cost. Said fair share is calculated as set forth in Table 4, attached hereto as Exhibit A.

NOW, THEREFORE, in consideration of the recitals and the promises and agreements herein, H2R and DOT hereby agree as follows:

1. H2R's Fair Share Contribution. H2R shall pay the sum of \$273,208.00 to Armstrong Builders LLC to pay a portion of Armstrong Builders LLC's pending installation of a traffic signal at the Piilani Highway/Okolani Drive/Mikioi Place intersection, which Armstrong Builders LLC is required to construct pursuant to Condition No. 25 of the Special Management Area (SM1 2004-0015) and Planned Development (PD1 2004/0002 and PD2 2004/0004) approved on November 9, 2004 for the Kai Malu Wailea development. Said payment shall be in the form of a purchase order to Armstrong Builders (with a copy to DOT) shall be made in full not later than June 30, 2020.

Armstrong Builders LLC agreed to install a "temporary" traffic signal at the Piilani Highway/Okolani Drive/Mikioi Place intersection to satisfy their condition for developing the Kai Malu at Wailea residential subdivision. The "temporary" traffic signal, which originally consisted of wooden support poles and span wires, was agreed upon with DOT Maui District based upon the expectation that future permanent improvements would be implemented along Piilani Highway when other development projects were developed.

However, since these development projects have not materialized and will likely be constructed after completion of H2R Development, DOT has requested that the traffic signal at the Piilani Highway/Okolani Drive/Mikioi Place intersection be installed with standard mast arms, which is at a higher cost than the original premise of Armstrong Builders LLC's agreement. H2R is willing to contribute its fair share to append Armstrong Builders LLC's agreement to assist with the cost increase to complete and expedite the installation of the traffic signal.

2. Acknowledgment of DOT. DOT acknowledges that upon H2R's payment to Armstrong Builders LLC as set forth in paragraph 1 above, the Condition will be deemed satisfied in full as to the Property and the H2R Development. However, said payment shall not be deemed to satisfy said Condition No. 11 with respect to the development of any land to which it applies other than the Property defined in Recital A above.

3. Binding Effect. Upon execution of this agreement by the parties this agreement shall become binding and enforceable according to its terms. The rights and obligations of each party named in this agreement shall bind and inure to the benefit of each party and their respective successors and assigns.

4. Authorization. Each party warrants to each other party that the individuals executing this agreement on behalf of the respective parties are authorized to do so.

5. Entire Agreement. This agreement embodies the entire agreement of the parties and supersedes any other agreements and undertakings with respect to the subject matter hereof that may have existed between the parties.

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

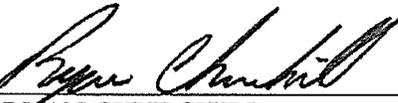
7. Amendment. Notwithstanding anything provided herein to the contrary, this agreement may be amended only by each party signing a subsequent written agreement which sets forth the amendment.

[Signatures on next page]

IN WITNESS WHEREOF, H2R and DOT have caused these presents to be executed as of the day and year first above written.

H2R, LLC

By PACIFIC RIM LAND, INC.
Its Manager

By 
RYAN CHURCHILL
Its President

"H2R"

DEPARTMENT OF TRANSPORTATION

By 
Jade Butay
Its Director

"DOT"

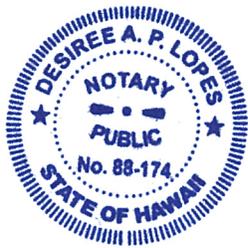
APPROVED AS TO FORM
AND CONTENT:



Fawn Yamada
Deputy Attorney General
State of Hawaii

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On April 27, 2020, before me personally appeared RYAN CHURCHILL, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed this 12-page Memorandum of Agreement dated undated at time of notary in the Second Circuit of the State of Hawaii, as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).



Desiree A. P. Lopes

Print Name: _____
Notary Public, State of Hawaii.

My commission expires: _____

DESIREE A. P. LOPES
My commission expires 3/30/2024

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

On _____, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed this ____-page Memorandum of Agreement dated _____, in the First Circuit of the State of Hawaii, as the free act and deed of such person(s), and if applicable, in the capacity(ies) shown, having been duly authorized to execute such instrument in such capacity(ies).

Print Name: _____
Notary Public, State of Hawaii.

My commission expires: _____

EXHIBIT A

Table 4: Fair Share Assessment
Makena H-2 Fair Share Estimate For Remaining Piilani Highway Widening from Kilohana Drive to Wailea Ike Drive
(Excluding A&B/Ledcor's Kilohana Mauka Widening Improvement)

| Project Trips Generated on Piilani Highway | % of total Traffic | Development Description ¹ |
|--|--------------------|--|
| 1523 | 63.71% | <u>Honua'ula</u> ² - Total AM/PM vehicle trips generated along Piilani Hwy @ intersections with Kilohana and Okolani. |
| 21 | 0.88% | <u>Makena H-2</u> ³ - Total AM/PM vehicle trips generated along Piilani Hwy @ intersections with Kilohana and Okolani. |
| 846 | 35.41% | <u>Makena Resort</u> ⁴ - Total AM/PM vehicle trips generated along Piilani Hwy @ intersections with Kilohana and Okolani. Includes Makena HM and Makena M5/M6/S7/B2 developments. |
| | \$28,264,814 | Construction cost ⁵ |
| | \$2,826,481 | Contingency Allowance (10%) |
| \$31,091,295 | | TOTAL Costs for Remaining Piilani Highway Widening (Excludes A&B/Ledcor's Kilohana Mauka Widening Improvement) |
| \$273,208 | | Fair share cost for Makena H-2 for Remaining Piilani Highway Widening |

Notes:

- % of total traffic rounded to nearest hundredth of a percentage.

1. Fair share excludes A&B/Ledcor's Wailea Resort Master Plan development.

2. Honua'ula includes the following:

- 26kSF VMX Office Space, 74kSF VMX Commercial Space, 1,150 single-family & multi-family residential units.

3. Makena H-2 includes a 53-unit CPR residential subdivision and 6 additional beach parking stall lots.

4. Makena Resort includes the following :

- Entitled Makena M5/M6/S7/B2 and Makena HM developments included.

- B-1, B-3, M-1 to M-4, M-7 to M-12, S-1 to S-4, S-6, P-1, P-5 to P-6.

5. Construction cost reflects remaining portion of Piilani Highway Widening without A&B/Ledcor's Kilohana Mauka Widening improvement. Cost taken from GBI's cost estimate dated June 26, 2019 with removal of the "A&B total".



ENCLOSURE A

GBI Piilani Highway Widening Cost Estimate

Table 1: Honuaua Trip Generation

| Land Use | ITE Code | Independent Variable | AM | | | PM | | |
|---------------------------------|----------|----------------------|-------|------|-------|-------|------|-------|
| | | | Enter | Exit | Total | Enter | Exit | Total |
| Multi-Family Housing (Low-Rise) | 210/220 | 1,150 SF/MF DU | 172 | 526 | 698 | 564 | 333 | 897 |
| General Office Building | 710 | 26k SF GLA | 44 | 7 | 51 | 5 | 27 | 32 |
| Shopping Center | 820 | 74k SF GLA | 117 | 72 | 189 | 209 | 226 | 435 |
| Golf Course | 430 | 21 Acres | 3 | 1 | 4 | 2 | 4 | 6 |
| Public Park | 411 | 253 Acres | 3 | 2 | 5 | 21 | 17 | 38 |

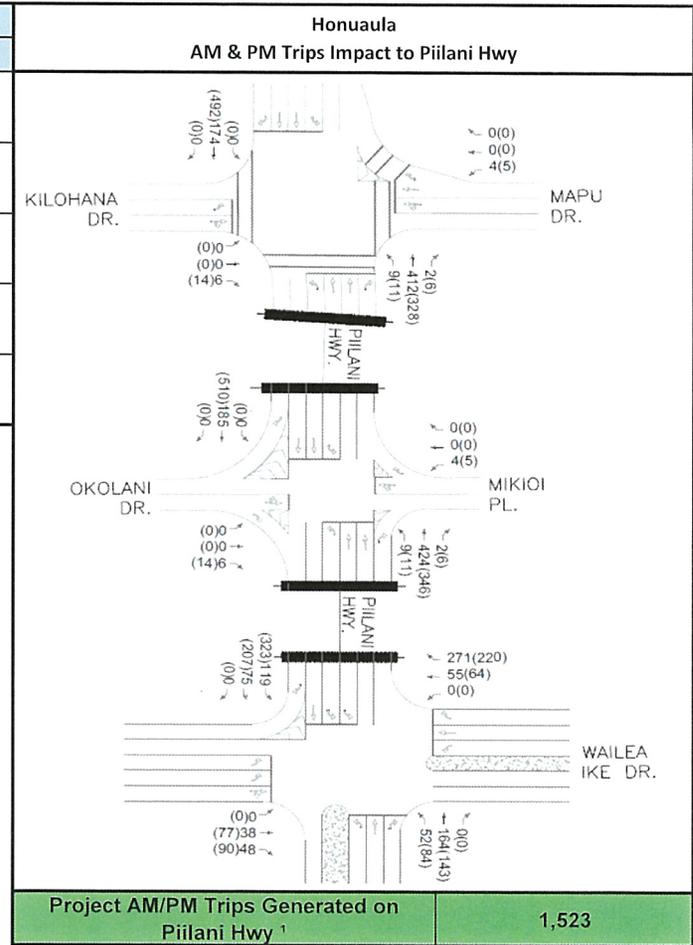


Table 2: Makena H-2 Parcel Trip Generation

| Land Use | ITE Code | Independent Variable | AM | | | PM | | |
|--------------------------------|----------|----------------------|-------|------|-------|-------|------|-------|
| | | | Enter | Exit | Total | Enter | Exit | Total |
| Single-Family Detached Housing | PB/210 | 53 SF DU | 15 | 15 | 30 | 14 | 13 | 27 |
| Beach Parking | - | 6 New Stalls | 2 | 0 | 2 | 0 | 1 | 1 |

Makena H-2 Parcel
AM & PM Trips Impact to Piilani Hwy

Project AM/PM Trips Generated on Piilani Hwy

Table 3: Makena Resort Master Plan

| Land Use | ITE Code | Independent Variable | AM | | | PM | | |
|--|---------------------------|---|-------|------|-------|-------|------|-------|
| | | | Enter | Exit | Total | Enter | Exit | Total |
| Entitled Makena Resort Developments | | | | | | | | |
| Makena HM | 210/PB | 65 MF DU | 54 | 25 | 79 | 46 | 47 | 93 |
| Makena M5/M6/S7/B2 | 210/230/310 820/826/PB | 46 SF DU 112 MF/TVR DU 27,300 SF Retail | 65 | 61 | 126 | 62 | 70 | 132 |
| Remaining Makena Resort Developments | | | | | | | | |
| Retail ¹ | 820 | 40k SF GLA | 107 | 65 | 172 | 132 | 144 | 276 |
| Public Park | 411 | 32 Acres | 1 | 0 | 1 | 14 | 11 | 25 |
| Multi-Family Housing (Low-Rise) ² | 211/PB | 797 MF DU | 75 | 157 | 232 | 210 | 175 | 385 |
| Single-Family Detached Housing ² | 210/PB | 105 SF DU | 27 | 34 | 61 | 34 | 25 | 59 |

Makena Resort
AM & PM Trips Impact to Piilani Hwy

| | |
|---|------------|
| Project AM/PM Trips Generated on Piilani Hwy | 846 |
|---|------------|

Note:

- Makena Resort Master Plan Traffic Study dated July 2007 proposed 100,000 SF retail space for parcel B-2. The approved Makena M5/M6/S7/B2 TIAR was reduced to only 27,300 SF of retail space. The July 2007 study also assumed 40,000 SF of retail space for parcel B-1. Since this is not yet constructed, Table 4 reflects 40kSF of remaining retail space.
- Makena Resort Master Plan Traffic Study dated July 2007 assumed 1,125 total residential dwelling units. The entitled M5/M6/S7/B2 and HM developments are collectively approved for 223 residential dwelling units. Therefore, the remaining number of unapproved dwelling units = 902 DU's. The single-family component reflects the same unit count as the July 2007 study minus S-5 and S-7 parcels, resulting in 105 remaining SF DU. The remainder is the multi-family component = 797 MF DU. Consistent with the July 2007 study, an assumed 70% part-time residence and 30% full-time residence is assumed for all residential units.

Project: PIILANI HIGHWAY WIDENING (Kilohana to Wailea Ike) - PHASING PLAN
 From: GOODFELLOW BROS. LLC
 Date: JUNE 26, 2019

| Item No. | Description | Quantity | UM | Unit Price | TOTAL | Phase 1 | Phase 1 | Phase 2 | Phase 2 |
|---------------|---|----------|----|------------|----------------------|----------------|----------------------|----------------|---------------------|
| | | | | | | Quantity | TOTAL | Quantity | TOTAL |
| 100 | MOBILIZATION | 1 | LS | | 175,000.00 | 1.00 | 150,000.00 | 1.00 | 25,000.00 |
| | | | | | 175,000.00 | | 150,000.00 | | 25,000.00 |
| 200 | CLEAR & GRUB | 10 | AC | 15,000.00 | 150,000.00 | 9.00 | 135,000.00 | 1.00 | 15,000.00 |
| 250 | DEMO/REMOVALS | 1 | LS | 360,000.00 | 342,000.00 | 0.95 | 342,000.00 | - | - |
| 300 | EROSION CONTROL/BMP's | 1 | LS | 302,000.00 | 256,700.00 | 0.85 | 256,700.00 | - | - |
| 350 | DUST CONTROL | 19 | MO | 47,500.00 | 902,500.00 | 18.00 | 855,000.00 | 1.00 | 47,500.00 |
| 400 | MASS EXCAVATION | 60,000 | CY | 45.00 | 2,700,000.00 | 60,000.00 | 2,700,000.00 | - | - |
| 500 | MASS EMBANKMENT | 17,500 | CY | 40.00 | 700,000.00 | 17,500.00 | 700,000.00 | - | - |
| 600 | DISPOSAL OF MATERIAL | 42,500 | CY | 15.00 | 637,500.00 | 42,500.00 | 637,500.00 | - | - |
| | | | | | 5,688,700.00 | | 5,626,200.00 | | 62,500.00 |
| 700 | 12" AGG. BASE COURSE | 21,193 | SY | 40.00 | 847,720.00 | 15,692 | 627,680.00 | 5,501.00 | 220,040.00 |
| 800 | 4" AC PAVING | 21,193 | SY | 40.00 | 847,720.00 | 15,692 | 627,680.00 | 5,501.00 | 220,040.00 |
| 900 | 6" ATB PAVING | 21,193 | SY | 70.00 | 1,483,510.00 | 15,692 | 1,098,440.00 | 5,501.00 | 385,070.00 |
| 1000 | CONC CURB & GUTTER | 11,854 | LF | 40.00 | 474,160.00 | 5,582 | 223,280.00 | 6,272.00 | 250,880.00 |
| 1100 | CONC SIDEWALK | 71,556 | SF | 11.50 | 822,894.00 | 33,924 | 390,126.00 | 37,632.00 | 432,768.00 |
| 1200 | SIGNAGE & STRIPING | 1 | LS | 250,000.00 | 187,500.00 | 0.65 | 162,500.00 | 0.10 | 25,000.00 |
| 1300 | GUARDRAILS | 5,316 | LF | 80.00 | 425,280.00 | 5,316 | 425,280.00 | - | - |
| 1400 | TRAFFIC SIGNAL SYSTEM (Both Okulani & Wailea Ike) | 2 | EA | 500,000.00 | 1,000,000.00 | 2 | 1,000,000.00 | - | - |
| 1600 | RET. WALL (4'x6') | 1,543 | LF | 465.00 | 717,495.00 | 1,543 | 717,495.00 | - | - |
| 1700 | RET. WALL (6'x8') | 1,052 | LF | 660.00 | 694,320.00 | 1,052 | 694,320.00 | - | - |
| 1800 | RET. WALL (8'x10') | 1,563 | LF | 805.00 | 1,258,215.00 | 1,563 | 1,258,215.00 | - | - |
| 1900 | RET. WALL (10'x12') | 565 | LF | 1,030.00 | 581,950.00 | 565 | 581,950.00 | - | - |
| 2000 | RET. WALL (12'x14') | 385 | LF | 2,090.00 | 804,650.00 | 385 | 804,650.00 | - | - |
| 2100 | RET. WALL (14'x16') | 405 | LF | 2,315.00 | 937,575.00 | 405 | 937,575.00 | - | - |
| 2200 | RET. WALL (16'x18') | 265 | LF | 2,605.00 | 690,325.00 | 265 | 690,325.00 | - | - |
| 2300 | RET. WALL (18'x20') | 310 | LF | 2,880.00 | 892,800.00 | 310 | 892,800.00 | - | - |
| 2400 | RET. WALL (20'x22') | 60 | LF | 3,325.00 | 199,500.00 | 60 | 199,500.00 | - | - |
| 2500 | RET. WALL (22'x24') | 60 | LF | 3,610.00 | 216,600.00 | 60 | 216,600.00 | - | - |
| 2600 | RET. WALL (24'x26') | 170 | LF | 3,780.00 | 642,600.00 | 170 | 642,600.00 | - | - |
| 2700 | 6' HIGH SOUND WALL | 115 | LF | 490.00 | 56,350.00 | 115 | 56,350.00 | - | - |
| 2800 | TRAFFIC CONTROL | 1 | LS | 580,000.00 | 435,000.00 | 0.75 | 435,000.00 | - | - |
| | | | | | 14,216,164.00 | | 12,682,366.00 | | 1,533,798.00 |
| 2900 | 12" DI PIPE RELOCATION | 150 | LF | 315.00 | 47,250.00 | 150 | 47,250.00 | - | - |
| 3000 | AC PATCHING | 1 | LS | 15,000.00 | 15,000.00 | 1 | 15,000.00 | - | - |
| 3100 | TEST & CHLORINATE | 1 | LS | 12,000.00 | 12,000.00 | 1 | 12,000.00 | - | - |
| | | | | | 74,250.00 | | 74,250.00 | | - |
| 3200 | 24" HDPE DRAIN | 8,310 | LF | 270.00 | 2,243,700.00 | 8,310 | 2,243,700.00 | - | - |
| 3300 | CONC DRAIN MH | 17 | EA | 10,500.00 | 178,500.00 | 17 | 178,500.00 | - | - |
| 3400 | CONC CATCH BASIN | 22 | EA | 15,000.00 | 330,000.00 | 22 | 330,000.00 | - | - |
| 3500 | CONC DRAIN INLET | 36 | EA | 13,000.00 | 468,000.00 | 36 | 468,000.00 | - | - |
| 3600 | CULVERT EXTENSION - < 30" | 10 | LF | 1,000.00 | 10,000.00 | 10 | 10,000.00 | - | - |
| 3700 | CULVERT EXTENSION - < 42" | 38 | LF | 1,250.00 | 47,500.00 | 38 | 47,500.00 | - | - |
| 3800 | CULVERT EXTENSION - < 48" | 88 | LF | 1,500.00 | 132,000.00 | 88 | 132,000.00 | - | - |
| 4000 | CULVERT EXTENSION - > 84" | 10 | LF | 3,000.00 | 30,000.00 | 10 | 30,000.00 | - | - |
| 4100 | CULVERT EXTENSION - > 120" | 112 | LF | 3,000.00 | 336,000.00 | 112 | 336,000.00 | - | - |
| 4200 | CULVERT MODIFIED/NEW HEADWALLS | 12 | EA | 58,000.00 | 696,000.00 | 12 | 696,000.00 | - | - |
| 4300 | HEADWALLS (24" Drain) | 7 | EA | 13,000.00 | 91,000.00 | 7 | 91,000.00 | - | - |
| 4400 | CONC. INTERCEPTOR DITCH | 3,700 | LF | 250.00 | 925,000.00 | 3,700 | 925,000.00 | - | - |
| 4500 | MECHANICAL FILTRATION UNITS | 1 | LS | 700,000.00 | 525,000.00 | 0.75 | 525,000.00 | - | - |
| 4600 | SURFACE RETENTION BASIN | 1 | LS | 123,000.00 | 123,000.00 | 1.00 | 123,000.00 | - | - |
| 4700 | DRAINAGE STRUCTURE MODIFICATIONS | 1 | LS | 350,000.00 | 350,000.00 | 1 | 350,000.00 | - | - |
| | | | | | 6,485,700.00 | | 6,485,700.00 | | - |
| 4800 | SITE ELECTRICAL SYSTEM | 6,500 | LF | 250.00 | 1,625,000.00 | 6,500 | 1,625,000.00 | - | - |
| | | | | | 1,625,000.00 | | 1,625,000.00 | | - |
| TOTALS | | | | | 28,264,814.00 | | 26,643,516.00 | | 1,621,298.00 |
| | | | | | | Phase 1 | | Phase 2 | |