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HASEKO ROYAL KUNIA, LLC

BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Petition of	)	DOCKET NO. A92-683
)	
HALEKUA DEVELOPMENT	)	HASEKO ROYAL KUNIA, LLC'S
CORPORATION, a Hawai'i corporation	)	2025 MOTION FOR ORDER
	)	AMENDING THE MEMORANDUM
To Amend the Agricultural Land Use	)	OF UNDERSTANDING'S OFFSITE
District Boundary into the Urban	)	INFRASTRUCTURE DATE IN
Land Use District For Approximately	)	CONDITION A.1; MEMORANDUM
503.886 acres at Waikele and Hō'ae'ae,	)	IN SUPPORT OF MOTION; EXHIBITS
'Ewa, O'ahu, City and County of	)	"1"- "6"; DECLARATION OF PETER D.
Honolulu, State of Hawai'i, Tax Map	)	KWAN; DECLARATION OF CURTIS
Key No. 9-4-02: 01, portion of 52, 70 and	)	T. TABATA; CERTIFICATE OF
71	)	SERVICE
_____)	

HASEKO ROYAL KUNIA, LLC'S 2025 MOTION FOR ORDER AMENDING THE
MEMORANDUM OF UNDERSTANDING'S OFFSITE
INFRASTRUCTURE DATE IN CONDITION A.1.

HASEKO ROYAL KUNIA, LLC ("Petitioner" or "Haseko"), by and through its
attorneys MATSUBARA, KOTAKE & TABATA, respectfully moves the Land Use
Commission of the State of Hawai'i ("Commission" or "LUC") pursuant to § 15-15-70
and § 15-15-94, *Hawaii Administrative Rules "HAR"*) for an order amending the

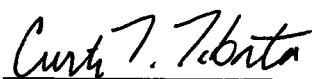
Commission's Findings of Fact, Conclusions of Law and Decision and Order Granting Motion to Amend the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1 filed October 7, 2024 ("2024 D&O") to amend the Memorandum of Understanding's offsite infrastructure date in Condition A.1. to be consistent with the Sixth Amendment to Amendment and Restatement of Memorandum of Understanding dated December 17, 2025 ("6th Am MOU").

This motion is made pursuant to Chapter 205 of the Hawai'i Revised Statutes and HAR §§ 15-15-70 and 15-15-94, and is supported by the attached Memorandum in Support of Motion, declarations, exhibits, and the pleadings and files herein.

DATED: Honolulu, Hawai'i, December 26, 2025.

Of Counsel:

MATSUBARA, KOTAKE & TABATA
A Law Corporation



BENJAMIN M. MATSUBARA
CURTIS T. TABATA
Attorneys for
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MEMORANDUM IN SUPPORT OF MOTION

I. INTRODUCTION

This motion seeks to extend the deadline for Haseko Royal Kunia, LLC ("Petitioner or "Haseko") to provide the State Department of Agriculture & Biosecurity ("DAB") with temporary functional electrical power for its Royal Kunia Agricultural Park ("Agricultural Park") based on a written agreement between Haseko and the DAB. A nearly identical motion was filed and granted in 2024. That motion was called Haseko Royal Kunia, LLC's Motion for Order Amending the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1. filed on February 15, 2024 ("2024 Motion"). *See* Findings of Fact, Conclusions of Law and Decision and Order Granting Motion to Amend the Memorandum of Understanding's Offsite Infrastructure

Date in Condition A.1 filed October 7, 2024 (“2024 D&O”), attached hereto as Exhibit 1”.

The 2024 D&O is the order granting the 2024 Motion.

This Memorandum in Support of Motion will discuss the background of Royal Kunia II, the reasons for the requested extension, and the reasons why a Ka Pa‘akai analysis and an additional environmental review are not required for this motion.

II. DISCUSSION

Haseko has filed this motion, entitled Haseko Royal Kunia, LLC’s 2025 Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1. (“2025 Motion”) to seek an order amending the 2024 D&O to amend the Memorandum of Understanding's offsite infrastructure date in Condition A.1. to be consistent with the Sixth Amendment to Amendment and Restatement of Memorandum of Understanding dated December 17, 2025 (“6th Am MOU”).

A. Project Background

The Royal Kunia II project was first approved in the Findings of Fact, Conclusions of Law and Decision and Order, filed December 9, 1993 in Docket No. A92-683, reclassifying approximately 503.866 acres of land (“Petition Area”) from the Agricultural Land Use District to the Urban Land Use District for residential, light industrial, public park and school site.

The current ownership of the Petition Area is as follows: 1) **Haseko**: TMK Nos. (1) 9-4-002: 070, 078, 084, 085 and 086; 2) **RK II Partners LLC**: TMK No. (1) 9-4-002: 001;

3) **Robinson Kunia Land LLC**: TMK No. (1) 9-4-002: 052; and 4) **RKES, LLC**: TMK No. (1) 9-4-002: 079. The Petition Area map is attached hereto as Exhibit “2”.

On August 12, 2020, Haseko acquired approximately 211 acres of the Petition Area in Docket A92-683 at Waikele and Ho‘ae‘ae, Ewa, Oahu and identified as TMK Nos. (1) 9-4-002: 070, 078, 084, 085 and 086 (“Property”). *See* Haseko’s 2025 Annual Status Report dated October 6, 2025, page 1, attached hereto as Exhibit “3”.

Since acquiring the Property, Haseko has had to confirm prior agreements and understandings previously reached with its predecessors; submitted its updated drainage master plans to the Department of Planning and Permitting, City and County of Honolulu (“DPP”); submitted its Traffic Impact Analysis Report to DPP, the Department of Transportation Services, City and County of Honolulu (“DTS”) and the Department of Transportation, State of Hawaii (“DOT”); obtained its Cluster Housing Permit No. 2022/CL-2 from DPP; submitted its revised affordable housing agreement to DPP; submitted an Archaeological Inventory Survey (“AIS”) testing strategy, an AIS, and a Reconnaissance Level Survey at the request of the State Historic Properties Division (“SHPD”); and has commenced construction on Road Y Phase 1 and Road X Phase 1, which will deliver infrastructure to properties mauka of Haseko’s Property. *See* Exhibit “3”.

B. **Royal Kunia Agricultural Park**

The Royal Kunia Agricultural Park (“Agricultural Park”) is adjacent to Royal Kunia II and sits along Kunia Road. *See* Exhibit “2”. The Agricultural Park is currently undeveloped.

Haseko’s prior agreement with the DAB, the Fifth Amendment to Amendment and Restatement of Memorandum of Understanding dated January 10, 2024 (“5th Am MOU”) provided for the offsite infrastructure for the Royal Kunia Agricultural Park (“Agricultural Park”) in three categories: 1) Irrigation Infrastructure, 2) Temporary Infrastructure, and 3) Permanent Infrastructure. *See* Condition A.1. in the 2024 D&O, attached hereto as Exhibit “1”.

The deadlines to complete the three categories, as stated in both the 5th Am MOU and the 2024 D&O, are as follows: 1) Irrigation Infrastructure - August 31, 2024; 2) Temporary Infrastructure, comprised of functional electrical power and potable water - December 31, 2025; and 3) Permanent Infrastructure - September 30, 2028. *See* Exhibit “1”. The Irrigation Infrastructure was substantially completed by August 31, 2024, and the potable water line is on schedule to be completed by December 31, 2025. *See* Declaration of Peter D. Kwan.

1. The Temporary Electrical Power Lines Require an End User

Hawaiian Electric Company (“HECO”), however, will not allow the construction of the temporary electrical power lines until there is an end user at the Agricultural Park. *See* emails from September 2025 between Haseko and HECO, attached hereto as

Exhibit “4”. The Agricultural Park has not yet been constructed; therefore, there is no end user for the temporary electricity, and the temporary electrical power lines cannot be installed according to HECO. *See* the Declaration of Peter D. Kwan. The drawings and plans for the temporary electrical power lines have been reviewed and approved by HECO; therefore, the temporary electrical power lines will be constructed as soon as there is an end user in place prior to the completion of the Permanent Infrastructure. *See* the drawings and plans for the temporary electrical power line, attached hereto as Exhibit “5” and the Declaration of Peter D. Kwan. Once the Permanent Infrastructure is completed, there will be no need for the Temporary Infrastructure for the Agricultural Park. *See* the Declaration of Peter D. Kwan.

2. 6th Am MOU

Given HECO’s requirements for the temporary electrical power lines and the December 31, 2025 deadline for the completion of the Temporary Infrastructure, Haseko and DAB entered into the “6th Am MOU”, attached hereto as Exhibit “6”.

Section E.2. of the 6th Am MOU provides the following new deadline for the temporary electrical power lines:

Haseko will provide the DAB with Temporary Infrastructure that will include functional electrical power to the boundary of the State Agricultural Park by the date that DAB has an end user in place, which date shall not exceed September 30, 2028 when the Permanent Infrastructure is to be delivered; and potable water to the boundary of the State Agricultural Park by December 31, 2025 (collectively, “Temporary Infrastructure”. The Irrigation Infrastructure has been completed and accepted by the DAB on October 1, 2025, and the roadways, telecommunication, and sewer will be included with the Permanent

Infrastructure. The Temporary Infrastructure is separate and apart from the Interim Infrastructure, which site plans shall be reviewed and approved by DPP. The site plans for the electrical power of the Temporary Infrastructure have been approved by HECO and were delivered to DAB on October 6, 2025. The Temporary Infrastructure will provide functional electrical power and potable water for DAB to begin development and management, and continued operation of the agricultural park. The Temporary Infrastructure shall be maintained and operated by Haseko until the Permanent Infrastructure is completed and operational for DAB use within the Agricultural Park. Haseko and DAB agree that the obligation to provide Temporary Infrastructure (functional electrical power and potable water) to the agricultural park will terminate when Permanent Infrastructure is delivered. Haseko proposed and DAB agreed that Haseko will file a motion to amend the 2024 LUC Order to amend the MOU's offsite infrastructure date in Condition A.1 to be consistent with this Sixth Amendment. DAB agrees to provide reasonable assistance in obtaining and expediting approvals to provide Temporary Infrastructure to the State Agricultural Park.

Under the 6th Am MOU, Haseko will provide Temporary Infrastructure by the following deadlines: 1) potable water by December 31, 2025; and 2) functional electrical power by the date the DAB has an end user in place, which date shall not exceed September 30, 2028 when the Permanent Infrastructure is to be delivered.

C. Ka Pa'akai Review And HRS Chapter 343 Environmental Review Are Not Required For This Motion

Both Ka Pa'akai and HRS Chapter 343 were addressed in the 2024 Motion and 2024 D&O, and the Land Use Commission ("LUC") has ruled that neither a Ka Pa'akai analysis nor an HRS Chapter 343 environmental review was required to merely extend the deadline for the offsite infrastructure.

The 2024 D&O provides the following findings of fact:

47. Haseko's Motion seeks to extend the date for the completion of the offsite infrastructure for the Kunia Ag Park to achieve consistency between condition A.1. and the MOU, and it is procedural and does not affect the rights or liabilities of any other party. [Tr. 4/4/24, 78:3-78:16]

48. Haseko's Motion does not require a HRS Chapter 343 statement or further analysis under the *Ka Pa'akai* case. [Tr. 4/4/24, 78:3-78:16]

49. The Commission's decision on Haseko's Motion is also not an "act" or "action" that will affect Native Hawaiian customary and traditional rights under the *Ka Pa'akai* case, and the action being requested for the purposes of HRS Chapter 343 is simply an extension of time that will not result in any changed environmental impacts, and therefore analysis under the *Ka Pa'akai* case and a supplemental environmental impact statement are not required at this time. [Tr. 4/4/24 83:6-84:4]

The 2024 D&O also provides the following conclusions of law:

15. A HRS Chapter 343 analysis for Haseko's Motion is not required because the subject of the motion is procedural and the action is simply an extension of time that will not result in any changed environmental impacts.

* * *

19. Further analysis under the *Ka Pa'akai* case is not required for Haseko's Motion, the subject of which is procedural, because the Commission's decision on the Motion is not an "act" or "action" that will affect Native Hawaiian customary and traditional rights under the *Ka Pa'akai* case.

Both this current motion and the 2024 Motion are based on the agreements between Haseko and the DAB in the 5th Am MOU and the 6th Am MOU. Both motions are procedural and do not affect the rights or liabilities of any other party, do not result in any changed environmental impacts, and do not affect Native Hawaiian customary and traditional rights. The LUC's 2024 D&O is directly relevant and applicable to this

current motion, and neither a Ka Pa‘akai analysis nor an HRS Chapter 343 environmental review is required for the LUC to grant this motion.

III. CONCLUSION

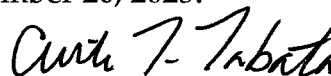
Based upon the above, Haseko believes that it has shown good cause for granting this motion. Haseko respectfully requests that Condition A.1. in the 2024 D&O be amended to be consistent with the 6th Am MOU, and that Condition A.1. be replaced with the following new Condition A.1.:

Condition A.1.: Royal Kunia Agricultural Park. Haseko Royal Kunia, LLC and the Department of Agriculture & Biosecurity have executed the Sixth Amendment to the Memorandum of Understanding dated December 2025 (6th Am MOU”). The Original Memorandum of Understanding was dated 1993 and subsequently amended in 2007, 2009, 2012, 2015, 2020 and 2024. The 6th Am MOU separates offsite infrastructure for the Royal Kunia Agricultural Park into three categories: 1) Irrigation Infrastructure, 2) Temporary Infrastructure, and 3) Permanent Infrastructure. The Irrigation Infrastructure for non-potable irrigation water is comprised of a water line and pump station that have been completed. The Temporary Infrastructure is comprised of functional electrical power and potable water. The Temporary Infrastructure potable water shall be completed by December 31, 2025. The Temporary Infrastructure functional electrical power shall be completed by the date that DAB has an end user in place, which date shall not exceed September 30, 2028 when the Permanent Infrastructure is to be delivered. The Permanent Infrastructure is comprised of a roadway, potable water, electrical and communications, and gravity sewer and shall be completed by September 30, 2028. The Temporary Infrastructure will not be needed once the Permanent Infrastructure is completed.

DATED: Honolulu, Hawai‘i, December 26, 2025.

Of Counsel:

MATSUBARA, KOTAKE & TABATA
A Law Corporation



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CURTIS T. TABATA
Attorneys for
HASEKO ROYAL KUNIA, LLC



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CORPORATION, a Hawai'i corporation)	CONCLUSIONS OF LAW,
)	AND DECISION AND ORDER
To Amend the Agricultural Land Use	)	GRANTING MOTION TO AMEND
District Boundary into the Urban	)	THE MEMORANDUM OF
Land Use District For Approximately	)	UNDERSTANDING'S OFFSITE
503.886 acres at Waikele and Hō'ae'ae,	)	INFRASTRUCTURE DATE IN
'Ewa, O'ahu, City and County of	)	CONDITION A.1; AND
Honolulu, State of Hawai'i, Tax Map)	CERTIFICATE OF SERVICE
Key No. 9-4-02: 01, portion of 52, 70)	
and 71)	
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FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER
GRANTING MOTION TO AMEND THE MEMORANDUM OF
UNDERSTANDING'S OFFSITE INFRASTRUCTURE DATE IN CONDITION A.1.
AND CERTIFICATE OF SERVICE

*This is to certify that this is the true and correct
Copy of the document on file in the office of the State
Land Use Commission, Honolulu, Hawai'i*

Oct 7, 2024 _____ by

Executive Officer



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FINDINGS OF FACT, CONCLUSIONS OF LAW, AND DECISION AND ORDER
GRANTING MOTION TO AMEND THE MEMORANDUM OF
UNDERSTANDING’S OFFSITE INFRASTRUCTURE DATE IN CONDITION A.1.

Successor Petitioner Haseko Royal Kunia, LLC, a Hawai‘i limited liability company (“Haseko” or “Petitioner”) filed Haseko Royal Kunia, LLC’s Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1., seeking to further amend the Land Use Commission’s (“LUC” or “Commission”) Decision and Order issued on November 1, 2021, on February 15, 2024 (“Motion for Order Amending the

Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1." or "2024 Motion"), requesting an order: 1) recognizing Haseko Royal Kunia, LLC's standing to seek and obtain the relief requested herein; and 2) amending the Commission's Amended Order Granting Successor Petitioner (as to Parcel 52) Ho'ohana Solar 1, LLC's Motion for Modification and Time Extension filed November 1, 2021 ("2021 D&O") to amend the Memorandum of Understanding's offsite infrastructure date in condition A.1. to be consistent with the Fifth Amendment to Amendment and Restatement of Memorandum of Understanding dated January 10, 2024 ("5th Am MOU") and to delete the requirement that the Memorandum of Understanding be executed within six months of the 2021 D&O.

The Commission, having heard and examined the testimony, evidence, and argument of counsel for the Petitioner and other Parties presented during the hearing, along with the pleadings filed herein, and testimony received, makes the following Findings of Fact, Conclusions of Law and Decision and Order Granting the Motion To Amend the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1.

If any statement denominated a finding of fact is more properly considered a conclusion of law, then it should be treated and construed as a conclusion of law; and conversely, if any statement denominated as a conclusion of law is more properly considered a finding of fact, then it should be treated and construed as a finding of fact.

FINDINGS OF FACT

PROCEDURAL MATTERS

1. On December 9, 1993, the LUC filed Findings of Fact, Conclusions of Law and Decision and Order reclassifying approximately 503.866 acres of land ("Petition Area") from the State Agricultural District to the Urban District ("1993 D&O") to develop the Royal Kunia II Project ("Project"). Condition No. 22 of the 1993 D&O required then-Petitioner Halekua Development Corporation ("Halekua") to convey an agricultural park to the State of Hawai'i and provide off-site infrastructure to the park, pursuant to the terms of a Memorandum of Understanding dated March 30, 1993 ("MOU"), between the Petitioner and the Hawai'i Department of Agriculture ("DOA"). On February 23, 2004, Halekua transferred a 150-acre parcel in the State Agricultural District adjacent to the Petition Area for the agricultural park ("Kunia Ag Park") to DOA. The deadline for completion of the off-site infrastructure contained in the MOU was extended by successive amendments to the MOU in 2007, 2009, 2012, 2015, 2020, and 2024.

2. On January 28, 2015, the LUC entered its Order Granting Successor Petitioner (To Parcel 52) Ho'ohana Solar LLC's Motion to Amend which restated the requirement to provide off-site infrastructure to the Kunia Ag Park pursuant to the MOU as Condition A.1., which set a deadline for the Petition Area landowners to enter into an amended MOU within six months that requires completion of the off-site infrastructure by December 31, 2016. On November 1, 2021, the LUC entered its Amended Order Granting Ho'ohana's Motion For Modification and Time Extension, and extended the deadline in Condition A.1. to June 30, 2023.

3. On February 15, 2024, Haseko filed its Motion for Order Amending the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1., Memorandum In

Support of Motion, Exhibits “1” - “12”, Declaration of Peter D. Kwan, Declaration of Curtis T. Tabata, and Certificate of Service.

4. On February 22, 2024, the Office of Planning and Sustainable Development, State of Hawai‘i (“OPSD”) filed its Notification of Position on Petitioner’s Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1., and Certificate of Service.

5. On February 26, 2024, Successor Petitioner Ho‘ohana Solar 1, LLC (“Ho‘ohana”) filed its Statement of No Opposition to Haseko’s Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1., and Certificate of Service.

6. On March 1, 2024, RK II Partners LLC (“RK II Partners”) filed its Statement of No Objection to Haseko’s Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1., and Certificate of Service.

7. On March 7, 2024, the Department of Planning and Permitting, City and County of Honolulu, State of Hawai‘i (“DPP”), filed its letter stating no objection to Haseko’s Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1.

8. On March 25, 2024, the Commission distributed the notice of its scheduled April 4, 2024, meeting and agenda to the Statewide and O‘ahu mailing and email lists.

9. On March 27, 2024, OPSD filed its Testimony in Support of Petitioner’s Motion for Order Amending the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1., Exhibit 1, and Certificate of Service.

10. On April 4, 2024, the Commission held its in-person meeting at the Homer A. Maxey Center Conference Room (Foreign-Trade Zone No. 9), 521 Ala Moana Boulevard,

Honolulu, Hawai'i 96813 to consider Haseko's Motion for Order Amending the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1. Curtis Tabata, Esq. and Benjamin Matsubara, Esq. appeared on behalf of Haseko; Jennifer Lim, Esq. appeared on behalf of Ho'ohana; Terrence Lee, Esq., Derek Kobayashi, Esq., Eric Elkind, Esq. and Ernie Martin, Esq. appeared on behalf of RK II Partners; Pono Arias, Esq. and Brad Saito, Esq. appeared on behalf of DPP; Alison Kato, Esq. appeared on behalf of the OPSD; Kelcie Nagata, Esq. appeared on behalf of the DOA; and Stephen Mau, Esq. appeared on behalf of Robinson Kunia Land, LLC.

11. The Commission provided two opportunities for public testimony, before hearing arguments by the parties and after. No one appeared to provide public testimony and there was no request to provide public testimony.

12. The parties presented their positions on Haseko's Motion and there was no opposition, however, RK II Partners stated that they have a dispute with Haseko concerning the timing of certain infrastructure and that they are not waiving any rights or claims.

13. Following the presentations of the parties, the Commissioners entered into deliberations and Commissioner Ohigashi moved to approve Haseko's Motion and Commissioner Yamane seconded the motion to approve.

14. There being a vote tally of 9 ayes and 0 nays, the motion carried.

DESCRIPTION OF THE PETITION AREA

15. The Petition Area is located at Waikele and Hō'ae'ae, 'Ewa, O'ahu, and is identified as TMK Nos. (1) 9-4-002: 001, 0052, 070, 078, 079, 084, 085 and 086; is comprised of approximately 503.866 acres; and was reclassified from the Agricultural Land Use District to the

Urban Land Use District by the Commission by that certain Findings of Fact, Conclusions of Law and Decision and Order, filed December 9, 1993.

16. The current ownership of the Petition Area is as follows: 1) **Haseko**: TMK Nos. (1) 9-4-002: 070, 078, 084, 085 and 086; 2) **RK II Partners**: TMK No. (1) 9-4-002: 001; 3) **Robinson Kunia Land LLC**: (1) 9-4-002: 052; and 4) **RKES, LLC**: (1) 9-4-002: 079.
[Petitioner Exhibit “1”]

17. Ho‘ohana is not a Petition Area landowner. It is a lessee of TMK (1) 9-4-002: 052, where it has substantially completed the development of the solar farm pursuant to the 2021 D&O. [Ho‘ohana Statement of No Opposition]

HASEKO’S MASTER PLAN

18. By letter dated January 3, 2022, Haseko submitted to the LUC its revised master plan and schedules dated December 30, 2021 in compliance with Condition 2 in the 2021 D&O.
[Petitioner Exhibit “3”]

19. An updated Royal Kunia II Master Plan Phasing was prepared by Haseko on February 7, 2024. Haseko’s updated master plan describes the development of 1850 residential units and required infrastructure in five phases with construction commencing in approximately 2026 and completion by approximately 2039. [Petitioner Exhibit “6”]

KUNIA AGRICULTURAL PARK

20. On April 17, 2023, Haseko met with the DOA to discuss the Irrigation Line Plans and Utility Services Plans. [Declaration of Peter D. Kwan]

21. On April 27, 2023, Haseko transmitted the proposed Fifth Amendment to Amendment and Restatement of Memorandum of Understanding (“5th Am MOU”). Within the proposed 5th Am MOU was a proposed extension of the Kunia Ag Park’s Permanent

Infrastructure completion date, not including the Irrigation Infrastructure, to September 30, 2028.

[Declaration of Peter D. Kwan]

22. On May 19, 2023, Haseko reached out to the DOA to see if it had any questions regarding the draft 5th Am MOU, and to inform the DOA that Haseko Royal Kunia, LLC and Ho‘ohana Solar 1, LLC had jointly let out a bid for the “Irrigation Line for the Royal Kunia Agricultural Park project”, with a bid due date of June 9, 2023. [Declaration of Peter D. Kwan]

23. On June 30, 2023, the completion date deadline for the Kunia Ag Park offsite infrastructure expired per condition A.1. [Petitioner Ex. “7”]

24. On July 5, 2023, the DOA responded to Haseko regarding the draft 5th Am MOU and informed Haseko that the proposed extension to September 30, 2028 was not acceptable, and that if Haseko had a better alternative, please submit soon. [Petitioner Ex. “8”].

25. On July 24, 2023, Haseko informed the DOA that the selected contractor, Paradigm Construction, LLC, mobilized and started installing the 12” section of the Irrigation Line for the Kunia Ag Park. [Declaration of Peter D. Kwan]

26. In September of 2023, Ho‘ohana’s obligation under Condition B.1. to construct the irrigation non-potable water line was completed. Ho‘ohana also has an obligation to maintain the water line pursuant to Condition B.1. The grant of easement required under Condition B.1. has been given to the DOA, and the water line is ready for operation once Haseko installs the pump. [Tr. 4/4/24 55:5-55:21]

27. Ho‘ohana has no obligations under Condition A.1. or any of the other “A” conditions under the 2021 D&O. [Ho‘ohana Statement of No Opposition]

28. On November 6, 2023, Haseko provided the DOA with an update of the Project, including the agreement with Robinson Kunia Land, LLC regarding onsite and offsite

agreements and easements; agreements with Ho‘Ohana; the ongoing construction of the offsite Irrigation Line for the Kunia Ag Park; the status of the TIAR’s; discussions with Jupiter regarding infrastructure; coordinating system upgrade planning with BWS; negotiating a MOU with DOT; obtaining an approved Jurisdictional Determination letter from the Army Corps of Engineers, the filing of reports with the State Historical Preservation Division, and the planning of major onsite roadways. [Declaration of Peter D. Kwan]

29. On November 27, 2023, the OPSD coordinated a Zoom meeting between the OPSD, the DOA and Haseko to discuss the Project status and a time extension for the Agricultural Park Offsite Infrastructure. The DOA informed Haseko at this meeting that it needed temporary infrastructure consisting of functional electrical power and potable water for agricultural use only at the Kunia Ag Park by the end of 2025. [Declaration of Peter D. Kwan]

30. After the November 27, 2023, Zoom meeting, Haseko worked on identifying an alignment and determining the feasibility of providing electrical power and potable water for agricultural use (“Temporary Infrastructure”) by the end of 2025 to meet the DOA’s immediate needs for the Kunia Ag Park. [Declaration of Peter D. Kwan]

31. On November 30, 2023, Haseko requested the potable water volume and electrical power load required for the Temporary Infrastructure, and on December 1, 2023, the DOA provided the gallons per day of potable water and electrical power load needed by the Kunia Ag Park for both the initial agricultural use, and also for the long-term full build out inclusive of its residential component. [Declaration of Peter Kwan]

32. On December 12, 2023, the DOA and Haseko held a Zoom meeting to discuss multiple deadlines for the different portions comprising the offsite infrastructure for the Kunia Ag Park. Haseko proposed completing the offsite irrigation line and pump station by the end of

August 2024 (“Irrigation Infrastructure”); the Temporary Infrastructure by the end of 2025; and roadway access and permanent utilities infrastructure by September 30, 2028 (“Permanent Infrastructure”). The DOA indicated its acceptance of the deadlines subject to negotiating and executing the 5th Am MOU. [Declaration of Peter D. Kwan]

33. On December 19, 2023, Haseko sent a revised draft 5th Am MOU to reflect the deadlines that were agreed to in the December 12, 2023, Zoom meeting with the DOA.

[Declaration of Peter Kwan]

34. On December 28, 2023, the DOA sent to Haseko the draft 5th Am MOU with the DOA’s revisions. [Declaration of Peter Kwan]

35. On January 5, 2024, Haseko accepted all of the DOA’s revisions and transmitted the final version of the 5th Am MOU, signed by Haseko, to the DOA. [Declaration of Peter Kwan]

36. On January 10, 2024, the DOA returned the fully executed 5th Am MOU to Haseko. [Declaration of Peter Kwan and Petitioner Ex. “9”]

37. The 5th Am MOU, dated January 10, 2024, contains three separate categories and deadlines for the Kunia Ag Park offsite infrastructure: 1) Irrigation Infrastructure, 2) Temporary Infrastructure, and 3) Permanent Infrastructure. The Irrigation Infrastructure for non-potable irrigation water is comprised of the water line and pump station and shall be completed by August 31, 2024. The Temporary Infrastructure is comprised of functional electrical power and potable water and shall be completed by December 31, 2025. The Permanent Infrastructure is comprised of a roadway, potable water, electrical and communications, and gravity sewer and shall be completed by September 30, 2028. [Petitioner Ex. “9”]

38. The DOA supports Haseko’s Motion. [Tr. 4/4/24 60:4-60:6]

39. The DOA needs the Kunia Ag Park and its offsite infrastructure to achieve the DOA's goal of increasing agricultural self-sufficiency. [Tr. 4/4/24 60:7-60:15]

40. The plans to develop the Kunia Ag Park are shovel ready, and the 5th Am MOU strengthens the DOA's position in seeking funding for the park. [Tr. 4/4/24 60:16-60:22]

ARCHAEOLOGICAL REVIEW

41. Petitioner commissioned a literature review and field survey ("LRFS") covering the Project Area. When potential historic features related to plantation agriculture were discovered, Petitioner consulted with the State Historic Preservation Division ("SHPD"). SHPD asked for a Reconnaissance Level survey ("RLS") to verify and validate the features, an Archaeological Inventory survey("AIS"), and an Archaeological Inventory survey Testing strategy ("Testing strategy") as a precursor to the AIS. Petitioner has completed both the RLS and the Testing Strategy. [OPSD Testimony, pg. 5]

42. The RLS found that the natural vegetation and topography within the Project Area had been heavily altered by at least 100 years of intensive sugar cane agriculture and that no significant historic properties were found. [Petitioner Ex. "4"]. The RLS confirmed the location of seven previously identified historic properties within the Project Area associated with its sugar plantation use by the O'ahu Sugar Company: a plantation road/railway alignment (SHIP No. 50-80-08-7671, Feature 3), a dam (SHIP No. 50-80-08-7671, Feature 4), another road (SHIP No. 50-80-08-7758, Feature 6), irrigation ditch segments (SHIP No. 50-09-2268, Features RK-1 and RK-2), a reservoir (SWCA-65875-006), and an artifact scatter from a former plantation camp (SWCA-65875-007). No other historic properties were found. The RLS evaluated these properties pursuant to Hawai'i Administrative Rules ("HAR") §13-284-2 and §13-284-6(b) and concluded: "As these features are over fifty years in age, they qualify as ' historic properties ' as

defined under HAR §13-284-2. They do not, however, qualify as 'significant historic properties' under HAR §13-284-2, as they were not evaluated as significant under any of the HAR §13-284-6(b) criteria. For this reason, no further architectural work is recommended for the project."

[Petitioner Ex. "4", pg. 37; OPSD Testimony, pg. 5]

43. SHPD requested that the AIS be conducted for the entire Project Area with a focus on the area of the plantation camp and the dry gulch, both of which are located in the southwestern corner of the petition Area (TMK'S nos. (1) 9-4-002: 078 and 070, Phase 4 of the Royal Kunia II Master Plan). [Petitioner Exs, "1"," 6", and "5", Figure 9] SHPD specified that: "The AIS will need to involve limited subsurface testing across the entire project area, to record baseline soils. General subsurface testing to record soils will extend into Parcel E at the southwestern end of the Petition Area], while a more focused testing strategy needs to be developed here to determine the presence, boundaries, integrity, and significance of the former plantation camp (SWCA-65875-007). The dry gulch in this parcel also needs to be subject to a 100% pedestrian survey with limited testing . . ." [Petitioner Ex. "5", Appendix A; OPSD Testimony, pg. 5-6]

44. The subject of Haseko's Motion is the off-site infrastructure to the Kunia Ag Park, which does not appear to be in close proximity to the former plantation camp and dry gulch located in Phase 4 of the Project Area. Specifically, the irrigation infrastructure is adjacent to the northwestern border of the Petition Area and the temporary and permanent infrastructure are generally located in Phase 1 of the Project Area. [Petitioner Exs. "1" and "6"; OPSD Testimony, pg. 6]

45. Additionally, SHPD subsequently clarified in an email to Petitioner's Consultant that the AIS subsurface testing would be limited to trenching with no requirement for shovel

testing or stratigraphic excavation needed unless and until it becomes necessary as mitigation in Parcel E (i.e., Phase 4 of the Project Area). This is so that the development of Parcel D (i.e., Phase 1 of the Project Area) “can go ahead, barring the discovery of anything significant during trenching there, without having to wait for any slow archaeological excavations in the camp area, should such additional documentation be requested there based on the finding of the AIS.”

[Petitioner Ex. “5”, pg. 5; OPSD Testimony, pg. 6]

46. OPSD has not received information on the status of the AIS from Petitioner, but this is not required before the LUC’s consideration of Haseko’s Motion. While a completed AIS accepted by SHPD is necessary prior to any groundbreaking in the Project Area for purposes of compliance with the requirements of Hawai‘i Revised Statutes (“HRS”) Chapter 6E, it is not necessary for this Motion, which is limited to extension of the deadline to complete off-site infrastructure for the Kunia Ag Park. [OPSD Testimony, pg. 6]

47. Haseko’s Motion seeks to extend the date for the completion of the offsite infrastructure for the Kunia Ag Park to achieve consistency between condition A.1. and the MOU, and it is procedural and does not affect the rights or liabilities of any other party. [Tr. 4/4/24, 78:3-78:16]

48. Haseko’s Motion does not require a HRS Chapter 343 statement or further analysis under the *Ka Pa‘akai* case. [Tr. 4/4/24, 78:3-78:16]

49. The Commission’s decision on Haseko’s Motion is also not an “act” or “action” that will affect Native Hawaiian customary and traditional rights under the *Ka Pa‘akai* case, and the action being requested for the purposes of HRS Chapter 343 is simply an extension of time that will not result in any changed environmental impacts, and therefore analysis under the *Ka*

Pa‘akai case and a supplemental environmental impact statement are not required at this time.

[Tr. 4/4/24 83:6-84:4]

CONCLUSIONS OF LAW

1. HRS §205-1(c) authorizes the Commission to “adopt rules guiding its conduct[.]”
2. As defined in HAR §15-15-03,
“Proceeding” means any matter brought before the commission over which the commission has jurisdiction and shall include, but not be limited to:
 - (1) Petitions for district boundary amendment;
 - (2) Petitions for special permit;
 - (3) Proceedings for the adoption, amendment, or repeal of rules under sections 91-3 and 205-7, HRS;
 - (4) Petitions for declaratory orders under section 91-8, HRS;
 - (5) An investigation or review instituted or requested to be initiated by the commission; and
 - (6) All other matters in the administration of chapter 205, HRS.
3. Pursuant to HAR §15-15-70(a), any party may make a motion before, during, or after the close of hearing.
4. Pursuant to HAR §15-15-94(a), if a petitioner desires to have a modification or deletion of a condition that was imposed by the Commission, or modification of the Commission’s order, the petitioner shall file a motion in accordance with HAR §15-15-70 and serve a copy on all parties to the boundary amendment proceeding in which the condition was imposed or in which the order was issued, and to any person that may have

a property interest in the subject property as recorded in the county's real property tax records at the time the motion is filed.

5. HRS §91-10(5) provides "Except as otherwise provided by law, the party initiating the proceeding shall have the burden of proof, including the burden of producing evidence as well as the burden of persuasion. The degree or quantum of proof shall be a preponderance of the evidence."
6. HAR §15-15-59(a), provides that "...Unless otherwise provided by law, the party initiating the proceeding shall have the burden of proof, including the burden of producing evidence and the burden of persuasion."
7. Pursuant to HAR §15-15-94(b), for good cause shown, the Commission may act to modify or delete any of the conditions imposed or modify the Commission's order.
8. The courts have recognized that an agency, acting as factfinder, has the discretion to determine the credibility of a witness and weigh the evidence before it.
9. HAR §11-200.1-11(d) provides "Agencies shall not, without careful examination and comparison, use past determinations and previous EIS's to apply to the action at hand. The action for which a determination is sought shall be thoroughly reviewed prior to the use of previous determinations and previously accepted EIS's. Further, when previous determinations and previous EIS's are considered or incorporated by reference, they shall be substantially relevant to the action being considered."
10. Article XI, Section 1, of the Hawai'i State Constitution requires the State to conserve and protect Hawai'i's natural beauty and all natural resources, including land, water, air, minerals and energy sources and to promote the development and utilization of these resources in a manner consistent with their conservation and in furtherance of the self-

sufficiency of the State. *Matter of Maui Elec. Co., Ltd.*, 150 Hawai‘i 528, 537, 506 P.3d 192, 201 (2022), as corrected (Mar. 3, 2022).

11. Article XI, Section 1, of the Hawai‘i State Constitution states that all public natural resources are held in trust by the State for the public benefit, and the State should make appropriate assessments and require reasonable measures to protect public natural resources, while applying a higher level of scrutiny where public natural resources are used for economic gain. *Kaua‘i Springs, Inc. v. Planning Comm’n of Cnty. of Kaua‘i*, 133 Hawai‘i 141, 324 P.3d 951 (2014).
12. Article XI, Section 3, of the Hawai‘i State Constitution requires the State to conserve and protect agricultural lands, promote diversified agriculture, increase agricultural self-sufficiency and assure the availability of agriculturally suitable lands.
13. Article XI, Section 7, of the Hawai‘i State Constitution states that the State has an obligation to protect, control and regulate the use of Hawai‘i’s water resources for the benefit of its people.
14. The Hawai‘i Supreme Court has required a comprehensive HRS Chapter 343 analysis for an entire project where there is a use of State or county lands, and where utility or infrastructure connections are made with State or county facilities. *Sierra Club v. Office of Planning, State of Hawai‘i*, 109 Hawai‘i 411, 126 P.3d 1098 (2006) (Chapter 343 analysis for entire project required at reclassification stage and the development proposed a use of State land because it involved tunnelling under State land).
15. A HRS Chapter 343 analysis for Haseko’s Motion is not required because the subject of the motion is procedural and the action is simply an extension of time that will not result in any changed environmental impacts.

16. Article XII, Section 7, of the Hawai‘i State Constitution requires the Commission to protect Native Hawaiian traditional and customary rights. The State of Hawai‘i and its agencies are obligated to protect the reasonable exercise of customarily and traditionally exercised Native Hawaiian rights to the extent feasible. *See Pub. Access Shoreline Hawai‘i v. Hawai‘i Cnty. Planning Comm’n*, 79 Hawai‘i 425, 450 n.43, 903 P.2d 1246, 1271 n.43 (1995).
17. The Hawai‘i Supreme Court has recognized an affirmative duty on State agencies to preserve and protect traditional and customary native Hawaiian rights, and the State and its agencies have “the power to protect these rights and to prevent any interference with the exercise of these rights”. In addition, “state agencies such as the LUC may not act without independently considering the effect of their actions on Hawaiian traditions and practices”. *Ka Pa‘akai O Ka‘Āina v. Land Use Commission*, State of Hawai‘i, 94 Hawai‘i 31, 7 P.3d 1068 (2000)(“... state agencies such as the LUC may not act without independently considering the effect of their actions on Hawaiian traditions and practices”).
18. In order for the LUC to fulfill its constitutional duty to protect Native Hawaiian traditional and customary practices, the LUC has the duty to determine:
- a. The identity and scope of valued cultural, historical, or natural resources in the petition area, including the extent to which traditional and customary Native Hawaiian rights are exercised in the Petition Area;
 - b. The extent to which those resources – including traditional and customary Native Hawaiian rights - will be affected or impaired by the proposed action; and

- c. The feasible action, if any, to be taken by the LUC to reasonably protect Native Hawaiian rights if they are found to exist.

Ka Pa‘akai, 94 Hawai‘i at 47, P.3d at 1084.

19. Further analysis under the *Ka Pa‘akai* case is not required for Haseko’s Motion, the subject of which is procedural, because the Commission’s decision on the Motion is not an “act” or “action” that will affect Native Hawaiian customary and traditional rights under the *Ka Pa‘akai* case.
20. The LUC concludes that its decision and findings to grant Haseko’s Motion is consistent with its duties arising under Article XI, Section 1, Article XI, Section 3, Article XI, Section 7 and Article XII, Section 7 of the Hawai‘i State Constitution, based on the records and files in this matter and the factual findings above.
21. Based upon the record and files herein and the findings set forth above, the Commission concludes that Petitioner has met its burden and there is a preponderance of evidence in the record and good cause to support Haseko’s Motion.

DECISION AND ORDER

The LUC, having duly considered the written and oral arguments presented by the Applicant, City and County of Honolulu, the Office of Planning and Sustainable Development, the Department of Agriculture, Ho‘ohana Solar 1, LLC, Robinson Kunia Land, LLC and RKII Partners LLC, and a motion having been made and seconded at the meeting on April 4, 2024 held at the Homer A. Maxey Center Conference Room (Foreign-Trade Zone No. 9), 521 Ala Moana Boulevard, Honolulu, HI 96813, and the motion having received the affirmative votes required by section 15-15-13, HAR, and there being good cause for the motion,

HEREBY ORDERS that Haseko's Motion is GRANTED and that pursuant to HRS Chapter 205 and the Commission Rules under HAR Chapter 15-15, upon consideration of the Commission decision-making criteria under HRS §205-17 and based upon the preponderance of the evidence, the Commission determined and concludes that Haseko's Motion is reasonable, not violative of HRS §205-2 and Part III of HRS Chapter 205, and is consistent with the policies and criteria established pursuant to HRS §§205-16, 205-17 and 205A-2.

IT IS FURTHER ORDERED that Condition A.1. in the 2021 D&O is amended and the following Condition A.1. shall replace Condition A.1. in the 2021 D&O.

Condition A.1.: Royal Kunia Agricultural Park. Haseko Royal Kunia, LLC and the Department of Agriculture have executed the Fifth Amendment to the Memorandum of Understanding dated January 10, 2024 ("5th Am MOU"). The original Memorandum of Understanding was dated 1993 and subsequently amended in 2007, 2009, 2012, 2015, and 2020. The 5th Am MOU separates the offsite infrastructure for the Royal Kunia Agricultural Park in three categories: 1) Irrigation Infrastructure, 2) Temporary Infrastructure, and 3) Permanent Infrastructure. The Irrigation Infrastructure for non-potable irrigation water is comprised of the water line and pump station and shall be completed by August 31, 2024. The Temporary Infrastructure is comprised of functional electrical power and potable water and shall be completed by December 31, 2025. The Permanent Infrastructure is comprised of a roadway, potable water, electrical and communications, and gravity sewer and shall be completed by September 30, 2028.

ADOPTION OF ORDER

The undersigned Commissioners, being familiar with the record and proceedings, hereby adopt and approve the foregoing ORDER on Oct 7, 2024. This ORDER may be executed in counterparts. This ORDER shall take effect upon the date this ORDER is certified by this Commission.

Done at Honolulu, Hawai'i, this of Oct 7, 2024, per motion on April 4, 2024.

APPROVED AS TO FORM

LAND USE COMMISSION

Miranda Steed

STATE OF HAWAI'I

Miranda C. Steed, Esq.
Deputy Attorney General

By _____
DAN GIOVANNI
Chairperson and Commissioner

Filed and effective on:

Oct 7, 2024

Certified by:



DANIEL E. ORODENER
Executive Officer



BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Petition of	)	DOCKET NO. A92-683
)	
HALEKUA DEVELOPMENT)	
CORPORATION, a Hawai'i corporation)	
	)	CERTIFICATE OF SERVICE
To Amend the Agricultural Land Use)	
District Boundary into the Urban)	
Land Use District For Approximately)	
503.886 acres at Waikele and Hō'ae'ae,)	
ʻEwa, O'ahu, City and County of)	
Honolulu, State of Hawai'i, Tax Map)	
Key No. 9-4-02: 01, portion of 52, 70)	
and 71)	
_____)	

CERTIFICATE OF SERVICE

I hereby certify that an e-timestamped of the foregoing document was duly served upon
the following **AS INDICATED BELOW** on Oct 7, 2024.

MARY ALICE EVANS, DIRECTOR
KATIA BALASSIANO
Office of Planning and Sustainable Development
235 South Beretania Street, Room 600
Honolulu, HI 96813

HAND-DELIVERY

ALISON S. KATO, ESQ.
Department of the Attorney General
425 Queen Street
Honolulu, HI 96813
For OPSD

HAND-DELIVERY

DAWN TAKEUCHI-APUNA, DIRECTOR
DINA WONG
City and County of Honolulu
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, HI 96813

HAND-DELIVERY

BRAD SAITO, ESQ.
PONO ARIAS, ESQ.
City and County of Honolulu
Department of the Corporation Counsel
530 South King Street, Room 110
Honolulu, HI 96813
For DPP

HAND-DELIVERY

BRIAN KAU
JANICE FUJIMOTO
Department of Agriculture, State of Hawai'i
1428 S. King Street
Honolulu, HI 96814

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

KELCIE K. NAGATA, ESQ.
Department of the Attorney General
425 Queen Street
Honolulu, HI 96813
For DOA

HAND-DELIVERY

HASEKO ROYAL KUNIA, LLC
c/o BENJAMIN M. MATSUBARA, ESQ.
CURTIS T. TABATA, ESQ.
Matsubara, Kotake & Tabata
888 Mililani Street, Suite 308
Honolulu, HI 96813

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

ROBINSON KUNIA LAND LLC
c/o RUSH MOORE LLP
ATTN: STEPHEN K.C. MAU, ESQ.
745 Fort Street, Suite 800
Honolulu, HI 96813

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

RK II PARTNERS LLC
c/o SCHLACK ITO
ATTN: DEREK R. KOBAYASHI, ESQ.
745 Fort Street, Suite 1500
Honolulu, HI 96813, and

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

JUPITER HOLDINGS LLC
ATTN: MR. NORMAN I. TATCH
24 Corporate Plaza, Suite 100
Newport Beach, CA 92660

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

HOOHANA SOLAR 1, LLC
ATTN: JENNIFER A. LIM, ESQ.
Law Office of Jennifer A. Lim LLLC
2200 B Round Top Drive
Honolulu, HI 96822

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

RKES, LLC
ATTN: PATRICK K. KOBAYASHI
1288 Ala Moana Boulevard, Suite 201
Honolulu, HI 96814

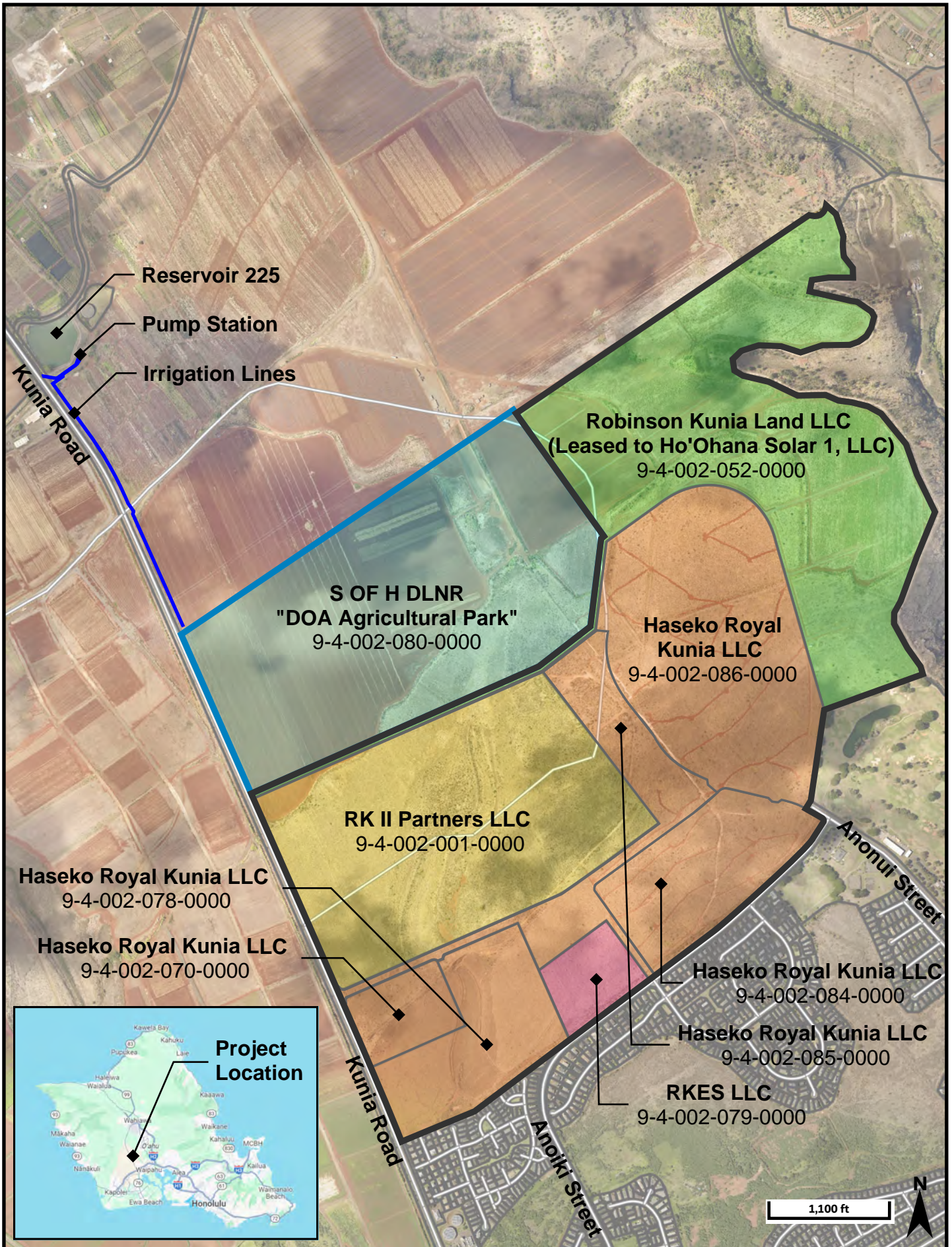
U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

Oct 7, 2024

Honolulu, Hawai'i



DANIEL E. ORODENKER
Executive Officer





October 6, 2025

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

Re: Royal Kunia Phase II
Compliance with Conditions for Amended Decision and Order
Docket No. A92-683 / Annual Status Report

Dear Mr. Orodener:

Haseko Royal Kunia, LLC ("Haseko") is the owner of approximately 211 acres of land at Royal Kunia II identified by TMK Nos. (1) 9-4-002:070, (1) 9-4-002:078, (1) 9-4-002:084, (1) 9-4-002:085, and (1) 9-4-002:086 which it acquired on August 12, 2020. Haseko hereby submits its Status Report on its Compliance with Conditions of Amended Decision and Order (Docket No. A92-683, as amended).

If you have any questions or require further information, please feel free to call me at (808) 689-7772.

Sincerely,
HASEKO ROYAL KUNIA, LLC,
By Haseko Development, Inc.
Its Manager

A handwritten signature in black ink, appearing to read "M. Narahara".

Masayuki Narahara
Its President

cc with enclosures:
Matsubara, Kotake & Tabata

Status Report on Royal Kunia Phase II Development Compliance with Conditions
State of Hawaii Land Use Commission Amended Decision and Order (Docket No. A92-683, October 1, 1996) (D&O)
Submitted by Haseko Royal Kunia, LLC (Haseko), October 2025

BACKGROUND. Haseko Royal Kunia, LLC (“Haseko”) is the owner of approximately 211 acres of land which it acquired on August 12, 2020 (the “Lands” or “Property”).¹ The Lands constitute a portion of the original planned development referred to as Royal Kunia Phase II (“RKII”) located on Oahu, Hawaii.

RKII has had a long and difficult history. As originally envisioned, RKII comprised approximately 655 acres² with plans for single-family, two-family, and multi-family residences, an agricultural park, industrial area, public park, and a public-school site. Its original developer went bankrupt and, just as it was emerging from bankruptcy, the development was buffeted by the 2007/2008 financial crisis. This caused RKII to proceed in fits and starts with different developers and, ultimately, to stall for decades leaving the lands of RKII mostly vacant, overgrown, and undeveloped.

Despite this history, in 2008, the Honolulu City Council took the unusual step of overlooking RKII’s technical non-compliance with its two underlying Unilateral Agreements for Conditional Zoning (“Unilateral Agreement”) because the City Council decided that the housing and regional infrastructure benefits of the project outweighed strict compliance with the Unilateral Agreement conditions. In adopting Resolution 08-198, CD1, the City Council provided the Department of Planning and Permitting (“DPP”) with discretion to allow the developer to proceed with the project despite the passing of deadlines for several of the Unilateral Agreement conditions, as long as the developer continues to make reasonable progress in complying with the remaining conditions. Similarly, in approving an update to the Central Oahu Sustainable Communities Plan in early 2021, the City Council confirmed that RKII, especially its residential and regional infrastructure components, remains a Central Oahu development priority.³

This status report marks Haseko’s fifth annual report to the Land Use Commission (“LUC”) since acquiring the Lands and addresses the conditions imposed under the LUC’s Amended Decision and Order (Docket No. A92-683, October 1, 1996), and as further amended.⁴

PROJECT STATUS: Since acquiring the Lands on August 12, 2020, Haseko has been in discussions with various City and State agencies including the State Department of Transportation (“DOT”) and the State Department of Agriculture (“DOA”). Additionally, Haseko held meetings with adjoining landowners Robinson Kunia Land LLC (“RKL”) and its lessee Ho’ohana Solar I, LLC (“Ho’ohana Solar”), and RK II Partners LLC, the purchaser of the B-1/I-1 zoned lot located *mauka* Haseko’s Property and an affiliate of Jupiter Holding Investors II, LLC (“Jupiter”), to discuss the various agreements relating to Haseko’s development of its Property. Based partially on those discussions, Haseko developed a draft Conceptual Site Plan for the Property.

¹ Oahu TMKs 9-4-002: 070 (13.304 acres), 9-4-002:078 (36.660 acres), 9-4-002:084 (37.42 acres), 9-4-002:085 (32.99 acres), and 9-4-002:086 (90.92 acres)

² “Total Phase II Development Area” reflected in Land Use Commission’s Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996, in Docket No. A92-683.

³ Central Oahu Sustainable Communities Plan, approved March 30, 2021 (Ordinance 21-6), Table 2.1 and Section 2.2.10.

⁴ The LUC D&O was further amended by a First Amendment issued on 10/7/2013. Some conditions were also impacted by LUC Order Granting Successor Petitioner (As to Parcel 52) Ho’ohana Solar 1, LLC’s Motion for Modification and Time Extension dated September 29, 2021, and as further amended on November 1, 2021. An additional condition was amended by LUC Order Granting Motion to Amend the Memorandum of Understanding’s Offsite Infrastructure Date in Condition A.1; and Certificate of Service, dated and effective October 7, 2024.

Status Report on Royal Kunia Phase II Development Compliance with Conditions
State of Hawaii Land Use Commission Amended Decision and Order (Docket No. A92-683, October 1, 1996) (D&O)
Submitted by Haseko Royal Kunia, LLC (Haseko), October 2025

On August 1, 2022, the DPP issued Cluster Housing Permit No. 2022/CL-2 approving Haseko's development of the first residential neighborhood on that portion of its Property rezoned by Ordinance No. 95-08, commonly identified as "Parcel D". This first residential neighborhood will be a cluster housing development consisting of not more than 324 single family, two family, and multi-family dwelling units, with a mix of affordable and market-rate housing targeting home buyers in the middle-income ranges, enhanced by an internal linear park system and open space having active recreational and play facilities and connecting walkways. Haseko is currently in the process of obtaining its development permits and, barring any unanticipated circumstances, construction of its first production residential units is anticipated to commence in the coming years. In October 2025, Haseko plans to begin construction on Road Y Phase 1 and Road X Phase 1, which will deliver infrastructure to properties located *makai* of Haseko's property.

Status Report on Royal Kunia Phase II Development Compliance with Conditions
State of Hawaii Land Use Commission Amended Decision and Order (Docket No. A92-683, October 1, 1996) (D&O)
Submitted by Haseko Royal Kunia, LLC (Haseko), October 2025

Type of Condition	Description of Requirements	Compliance Status as of October 2025	Action Plan for Achieving Full Compliance
1. Affordable Housing	Petitioner shall provide affordable housing opportunities for low to moderate income residents of the State of Hawai'i to the satisfaction of the City and County of Honolulu (City). Details as to the location, distribution and other provisions for affordable housing shall be as mutually agreed between Petitioner and City. [The basic affordable housing program requirement is to provide: (a) 10% of the project housing units affordable to households with incomes not exceeding 80% of the City's median income, and (b) an additional 20% of the project's housing units affordable to families with incomes between 81% and 120% of the City's median income.]	Future compliance. Discussions were initiated by Haseko's predecessor, but further action was deferred while the Property was in bankruptcy. Haseko is currently in discussions with the Department of Planning and Permitting on the terms of the agreement in compliance with the Unilateral Agreements ("UA").	The affordable housing requirements are set forth in greater detail in the UAs that rezoned the RKII lands (Ordinances 95-08 and 97-12). Haseko's predecessor-in-interest, Halekua-Kunia, LLC ("HK") submitted a Draft Affordable Housing Agreement as Attachment 1 in the May 2009 UA Project Status submittal. Comments were received from DPP in June 2009 and an updated version of the Agreement was included as Attachment 1 in the June 2010 UA Project Status submittal. Since acquiring the Lands in August 2020, Haseko has been working with DPP regarding the terms of a binding affordable housing agreement. Such agreement between Haseko and DPP will provide details on the general location of the affordable housing units, anticipated construction schedule, size, distribution, and any required buyback or shared appreciation conditions. Haseko submitted the proposed affordable housing agreement to DPP in December 2022 and resubmitted the revised agreement in September 2023. Haseko will make reasonable progress to finalize such an agreement prior to applying for building permits.
2. Transportation Improvements	Amended Condition per Land Use Commission (LUC) 10/7/2013 First Amendment to the D&O: Petitioner shall fund, design, and construct the local transportation improvements necessitated by the proposed development, north of the Cane Haul Road intersection with Kunia Road, as determined and approved by the State Department of Transportation (DOT) and the City and County of Honolulu Department of Transportation Services (DTS), including without limitation the dedication of any rights-of-way to the State or County. Petitioner shall provide its fair share contribution toward regional	Partial completion and future compliance. Construction of a third northbound lane on Kunia Road between Kunia Interchange and the south Kupuna Loop intersection has been completed. Steps toward meeting other portions of this requirement were deferred while the property was in bankruptcy.	HK held initial meetings with DOT, DTS and DPP TRB representatives and RP2, Haseko's immediate predecessor in interest to TMK Parcel 71, followed up as needed to mutually determine and reach agreement on: a. Right-of-way acquisition, funding and construction of various roadway and traffic improvements to be provided by HK at project access points and at other on-site and off-site locations. b. Preparation of periodic traffic monitoring reports assessing project-generated impacts on Kunia Interchange.

Status Report on Royal Kunia Phase II Development Compliance with Conditions
State of Hawaii Land Use Commission Amended Decision and Order (Docket No. A92-683, October 1, 1996) (D&O)
Submitted by Haseko Royal Kunia, LLC (Haseko), October 2025

Type of Condition	Description of Requirements	Compliance Status as of October 2025	Action Plan for Achieving Full Compliance
	<p>transportation mitigation improvements, including but not limited to the Interstate H-1 Kunia Interchange and Kunia Road, south of the intersection with the Cane Haul Road, as determined and approved by DOT. Petitioner shall also be required to provide the following:</p> <p>A. All of the other improvements needed (which will not be provided by the Village Park and Royal Kunia, Phase I projects) to make Kunia Road a 4-lane highway with auxiliary lanes for both left and right turning movements (between Cane Haul Road Intersection and the northernmost boundary of Royal Kunia, Phase II) and a third northbound lane between Cane Haul Road Intersection and the north Kupuna Loop intersection, provided that interim measures prior to full build out may be allowed with the approval of DOT.</p> <p>B. A report that analyzes the impact of the proposed Phase II project's traffic on the Kunia Interchange and evaluates alternatives that will mitigate the impacts.</p> <p>C. Petitioner shall submit a revised Traffic Impact Study, including the Kunia Interchange Alternatives Report, and obtain DOT's acceptance prior to preliminary subdivision application.</p> <p>D. Plans for construction work within the State highway right-of-way must be submitted to the DOT, Highways Division for review and approval.</p> <p>Agreement by the DOT on the level of funding and participation shall be obtained prior to the Petitioner applying for county zoning.</p>	<p>Haseko has met with the DOT and DTS on several occasions.</p> <p>Its traffic consultant is preparing a separate Kunia Interchange regional study identifying the Property's percentage traffic contribution to the interchange.</p> <p>In May 2022, a revised TIAR through the full build-out of the residential development was submitted by WOC to both DOT and DTS and was approved with no further comment.</p>	<p>c. HK's participation with other Ewa area developments landowners and developers in fair-share funding of regional transportation improvements.</p> <p>Such an agreement will be executed prior to the submittal to DPP of any applications for the subdivision of building lots.</p> <p>An updated traffic study was completed in May 2008 and submitted in the Planned Development-Housing ("PD-H") Application. The Traffic Impact Assessment Report ("TIAR") (WOC, May 2013) was updated and provided to DPP-TRB and DOT. DPP-TRB did not provide any comments on the TIAR. DOT requested that two separate studies be completed (1) Kunia Road and (2) Kunia Interchange. HK retained Wilson Okamoto Corporation ("WOC"), to update the TIAR. In May 2015 WOC took updated traffic counts which showed conditions have remained consistent with the original analysis.</p> <p>A regional analysis was also prepared to assist with the analysis of cost-sharing responsibilities for the required improvements. Meetings with DOT were held in 2015 to discuss the project. RM Towill Corporation ("RMTC") prepared conceptual roadway plans based on queuing analysis and submitted them to DOT for review in 2014. Comments were addressed and plans/responses were submitted, with a follow-up meeting with DOT held in mid-2015.</p> <p>RP2 met with DOT multiple times in 2019 and 2020. In January 2020, DOT confirmed its willingness to work with RP2 to finalize access and highway plans DOT can support with LUC. In April 2020, an agreement was reached with DOT on the scope of the required traffic study. DOT also confirmed its willingness to get involved with condemnation proceedings if needed to acquire non-RP2 property for the widening of Kunia Road.</p>

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			<p>Since acquiring the Lands in August 2020, Haseko has been taking steps toward confirming prior agreements and understandings previously reached by its predecessors. Haseko had had several meetings with the DOT to address the entire RKII and the development's impacts on the Kunia Interchange and the future widening of Kunia Road. Haseko's traffic consultant, WOC, is in the process of preparing a separate Kunia Interchange regional study identifying the Property's percentage traffic contribution to the interchange.</p> <p>In addition, on August 23, 2021, Haseko's traffic consultant also submitted a TIAR to DPP/DTS to identify and assess the traffic impacts related to the development of RKII, based on a traffic study technical scope approved by DOT in 2020. DPP/DTS has provided its comments and the TIAR was submitted to DOT for final approval. In May 2022, a revised TIAR through the full build-out of the residential development was submitted by WOC to both DOT and DTS and was approved with no further comment. In November 2024, JUPITER informed Haseko that it would be submitting its Phase 1 37 acre TIAR to DPP-TRB for review and consideration.</p> <p>A subsequent and revised TIAR will need to be developed and submitted to DOT and DTS once the industrial parcel owner provides their approved TIAR for the entire industrial and commercial property inclusive of all phases and through full build-out. This information will be combined with all of the other RKII landowners' TIARs and analyzed by WOC to provide the parameters that will be used to design the local improvements.</p> <p>At the appropriate time, plans for construction work within the State highway right-of-way will be submitted to the DOT Highways Division for review and approval.</p>

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3. Regional Transportation Management Program	Petitioner shall appoint a permanent transportation manager whose function is the formulation, use, and continuation of alternative transportation opportunities that would optimize the use of existing and proposed transportation systems. In the alternative, Petitioner may participate in a regional program for transportation management with other developers and/or landowners. This program shall address the transportation opportunities that would optimize the use of existing and proposed transportation systems. The program for either option shall be reviewed and approved by DOT prior to implementation and will continue to be in effect unless otherwise directed by DOT. Petitioner shall conduct a yearly evaluation of the program's effectiveness and shall make a written report of its evaluation available to DOT for program review and modification, if necessary.	Prior & future compliance. HDC was an active participant in Ewa Region Highway Transportation Master Plan Working Group and an active member of Leeward Oahu Transportation Management Association ("LOTMA"), but this activity was suspended while the property was in bankruptcy. Future compliance to the extent applicable.	To the extent applicable, Haseko will participate in regional highway and transportation planning, including participation with LOTMA and the Ewa Region Highway Transportation Master Plan Working Group.
4. Traffic Monitoring	Petitioner shall monitor the traffic attributable to the proposed project at on-site and off-site locations and shall undertake subsequent mitigative measures that may be required. The mitigative measures shall be coordinated with and approved by DOT and DTS.	Future compliance. In May 2022, a revised TIAR through the full build-out of the residential development was submitted by WOA to both DOT and DTS and was approved with no further comment.	A monitoring program will be drafted and submitted to DOT & DTS for review and approval no later than when home construction is initiated. Approval will be obtained prior to occupancy of any homes on its Lands. In addition, on August 23, 2021, Haseko's traffic consultant also submitted a TIAR to DPP/DTS to identify and assess the traffic impacts related to the development of RKII based on a traffic study technical scope approved by DOT in 2020. DPP/DTS has provided its comments and the TIAR was submitted to DOT for final approval. In May 2022, a revised TIAR through the full build-out of the residential development was submitted by WOA to both DOT and DTS and was approved with no further comment. In November 2024, Jupiter informed Haseko that it would be submitting its Phase 1 37 acre TIAR to DPP-TRB for review and consideration. A subsequent and revised TIAR will need to be developed and submitted to DOT and DTS once the industrial parcel owner provides their approved TIAR for the entire

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			industrial and commercial property inclusive of all phases and through full build-out. This information will be combined with all of the other RKII landowners' TIARs and analyzed by WOC to provide the parameters that will be used to design the local improvements.
5. Integrated Solid Waste Management Act	Petitioner shall cooperate with the State Department of Health (DOH) and the City and County of Honolulu Department of Public Works [now Department of Environmental Services (DES)] to conform to the program goals and objectives of the Integrated Solid Waste Management Act, Chapter 342G, Hawai'i Revised Statutes, in accordance with a schedule satisfactory to the DOH and DES.	Future compliance, as necessary in light of the City's Automated Cart Collection program.	<p>With DES implementation of its Automated Cart Collection program, participating residences receive a set of three carts for sorting refuse, green waste, and mixed recyclables. This program eliminates the need for the development of a waste management plan since Haseko intends to design its various residential developments to qualify for the City's Automated Cart Collection program.</p> <p>Haseko has received preliminary approval from DES to have its first cluster housing project eligible for the Automated Cart Collection program.</p>
6. School Facilities	Petitioner shall contribute to the development, funding, and/or construction of school facilities on a pro rata basis as a result of the development on the Property, as determined by and to the satisfaction of the Department of Education (DOE). Agreement by DOE on the level of funding and participation shall be obtained prior to Petitioner applying for county zoning.	<p>Partial completion and future compliance.</p> <p>Per the March 6, 2007, School Site Agreement, the 12-acre school site has been conveyed to RKES, LLC</p>	<p>HDC and DOE entered into a letter agreement dated September 26, 1996, that outlined the terms of HDC's contribution to the development of school facilities in satisfaction of this condition. The letter agreement was subsequently replaced with an updated "School Site Agreement" executed by HDC, RKES, LLC, and DOE on March 6, 2007.</p> <p>The School Site Agreement provides for the (a) transfer of a 12-acre elementary school site to RKES, LLC in satisfaction of the dedication component of DOE's fair share requirement, and (b) the payment to DOE of a total of \$500,000 in five installments that are due upon the closing of: (1) the 1,000th unit, (2) the 1,250th unit, (3) the 1,500th unit, (4) the 1,750th unit, and (5) the last unit. The amounts due will be escalated over time based on the Consumer Price Index.</p>

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			<p>The 12-acre site has been conveyed to RKES, LLC, and a copy of the March 6, 2007, School Site Agreement will be filed with DPP concurrently with the submittal of initial subdivision plans.</p> <p>The required cash contributions will be made in accordance with the schedule of installments outlined in the March 6, 2007, School Site Agreement.</p>
7. Water Requirements	Petitioner shall coordinate with the Honolulu Board of Water Supply (BWS) and the State Department of Land and Natural Resources (DLNR) to obtain water required for the project. If water is not available from existing sources due to insufficient supply, Petitioner shall fund and develop the necessary water source, storage, and transmission systems and facilities.	Prior and future compliance.	<p>HK met with BWS in August 2016 to discuss compliance with requirements for the project. Haseko will coordinate with BWS as necessary to obtain the required water from the existing BWS system and develop additional water resources and/or supply system improvements for dedication to BWS. Haseko submitted an updated water master plan to BWS in June 2021 which reflects the projected water demand based on BWS' system standards applied to the projected development for the various areas of RKII. Haseko submitted the updated Water Master Plan on August 9, 2022, and received approval on April 10, 2023. Addendum 1 to the approved Water Master Plan was submitted on June 9, 2023, and approved on January 26, 2024.</p> <p>Haseko has contracted RMTC to coordinate with BWS and design any additional water system improvements required by BWS.</p>
8. Civil Defense Measures	Petitioner shall participate, on a pro rata basis, in the funding for construction and installation of appropriate civil defense measures as determined by State and City civil defense agencies.	<p>Future compliance.</p> <p>Haseko is working with the State Hawaii Emergency Management Agency on coming to an agreement for the funding, installation, and conveyance of a Civil Defense siren.</p>	Since acquiring the Lands in August 2020, Haseko has been working with the Hawaii Emergency Management Agency, a division of the State of Hawaii, Department of Defense, to reach an agreement for the funding, installation, and conveyance of a Civil Defense siren to be located on an adjacent property within RKII.

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9. Chain Link Fence	Petitioner shall erect a chain link fence along the eastern boundary of the Property that is common with the Waikele Branch of Naval Magazine, Lualualei.	Future compliance by others.	HDC never acquired the land on which this fence and cleared area would be located, and Haseko does not plan to add it to its Lands. Title is still held by RKL and it is still zoned for agricultural use. Future erection of a fence and maintenance of clear area along this boundary, if still required (it is noted that the high-security Naval Magazine in Waikele Gulch is no longer in operation and ownership is being transferred to a private developer), will be the responsibility of any future developer of RKL.
10. Clearance and Maintenance of Land	Petitioner shall clear and maintain the land situated within 20 feet of the eastern boundary of the Property, free of trees and vegetation taller than eight inches high.		
11. Pollutants	Petitioner shall coordinate with the DOH and DES to establish appropriate systems to contain spills and prevent materials, such as petroleum products, chemicals, solvents, or other pollutants from leaching into the storm drainage system and adversely affecting the groundwater and coastal waters.	Future compliance.	Haseko will meet with DOH and DES prior to initiating construction on its Lands to agree upon a plan and program for compliance with this requirement and will establish pollution control systems and implement such other actions as are called for in the approved plan and program.
12. Wastewater Treatment	Petitioner shall participate on a pro rata basis in the funding and construction of adequate wastewater treatment, transmission, and disposal facilities, as determined by the DOH and DES.	Future compliance. .	Haseko will meet with DOH and DES prior to initiating construction on its Lands to establish an approved program for compliance with this requirement and will implement this program. Haseko submitted an updated wastewater master plan to DES in June 2021 which reflects the wastewater demand estimates based on the DES wastewater system design standards (July 2017) against the projected development of the various areas of RKII.
13. Soil Erosion and Dust Control	Petitioner shall implement effective soil erosion and dust control measures both during and after construction to the satisfaction of the DOH.	Future compliance.	Haseko will implement effective soil erosion and dust control measures during and after construction, to the satisfaction of the DOH. These measures are incorporated into the construction plans, which are reviewed and approved by DPP as part of the grading permit process.
14. Air Quality Monitoring	Petitioner shall participate in an air quality monitoring program as specified by the DOH.	Future compliance.	Haseko will meet with DOH prior to initiating construction on its Lands to establish an agreement defining its participation in a DOH specified air quality monitoring program for the area where the construction site is located.

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15. Agricultural District Pollution	Petitioner shall provide notification to all owners and occupants of the Property of the potential odor, noise, and dust pollution resulting from surrounding Agricultural District lands, and that the Hawai'i Right-to-Farm Act, Chapter 165 HRS, limits the circumstances under which pre-existing farming activities may be deemed a nuisance.	Future compliance.	Haseko will provide such notification along with any sales or leases of residential lots or other portions of the Property to other parties. It will be the responsibility of these other parties to notify any new occupants of their properties that result from their resale, sub-lease and/or rental.
16. Drainage Improvements	Petitioner shall provide drainage improvements for the subject project and shall coordinate off-site improvements with adjoining landowners and developers, and/or other Federal, State, and City agencies.	Partial completion and future compliance. HDC completed the majority of required off-site drainage improvements for the RKII property in connection with the infrastructure construction for Village Park and Royal Kunia Phase I.	HDC completed the majority of required off-site drainage improvements for the Royal Kunia Phase II property in connection with the infrastructure construction for Village Park and Royal Kunia Phase I. Prior to the initiation of construction at RKII, Haseko will work with adjoining landowners and developers, and with appropriate Federal, State and City agencies, to coordinate and agree on the type and completion schedule for any future required off-site drainage improvements. Haseko submitted updated drainage master plans to the Civil Engineering Branch of DPP in July 2021, which reflects the new master plan for Royal Kunia Phase II. Such drainage master plans were approved by DPP on August 11, 2021. RMTC on behalf of Haseko submitted and received approval of Supplemental Drainage Calculations for Storm Flow Routing Evaluation of the Royal Kunia Country Club Golf Course on October 6, 2023, and received approval from DPP on November 13, 2023.
17. Archaeological Resources	Should any archaeological resources such as artifacts, shell, bone or charcoal deposits, human burials, or rock or coral alignments, paving or walls of historic or prehistoric significance be encountered during the development of the Property, Petitioner shall immediately stop work on the impacted area and contact the DLNR Historic Preservation Division (SHPD).	Partial completion and future compliance.	Haseko will fully comply with all established procedures to protect any archaeological resources that might be encountered during the development of its Lands. Haseko retained SWCA Environmental Consultants ("SWCA") to assist Haseko in compliance with HRS Chapter 6E. In early September 2021, SWCA initiated an HRS 6E-42 historic preservation review for the Lands pursuant to DPP's new process through the SHPD's HICRIS computerized system. Despite SHPD indicating that the DPP's new process does not comply with HRS 6E, SWCA

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			<p>initiated discussions with SHPD staff on the historic preservation review, including mitigation procedures. Based on these discussions, if significant historic sites are present, SWCA will work with SHPD to devise mitigation commitments as needed.</p> <p>In a meeting with SHPD in April 2023, SHPD requested that Haseko submit an Archaeological Inventory Survey (“AIS”) testing strategy, an Archaeological Inventory Survey (“AIS”) report, and a Reconnaissance Level Survey (“RLS”) report before HRS 6E approval. In September 2023, Haseko filed the RLS report in HICRIS for SHPD’s review. In December 2023, Haseko filed the AIS testing strategy for SHPD’s review. In January 2024, SHPD accepted the AIS testing strategy submitted by SWCA, and acknowledged that Federal Clean Water Act permitting is not required per the US Army Corps of Engineers. The AIS report was submitted in September 2024. The RLS was finalized and resubmitted in September 2024 for final review and approval to address SHPD review comments. The AIS was finalized and resubmitted in November 2024 for final review and approval to address SHPD review comments.</p> <p>Haseko will continue working with SHPD to fulfill its requirements with the HRS 6E review.</p>
18. Development Plan Approvals	Petitioner shall obtain Development Plan approvals from the City within five (5) years from the date of this Order.	Fully met.	<p>All required Development Plan approvals have been obtained, and the RKII project is in full compliance with the current Central Oahu Sustainable Communities Plan. No further action is required.</p> <p>In 2009, HK obtained PD-H approval from DPP. The PD-H permit has since expired.</p> <p>Since acquiring the Lands in August 2020, Haseko has been diligently working on its overall plans for its Lands. The DPP issued Cluster Housing Permit No. 2022/CL-2</p>

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			for development of Haseko’s first residential neighborhood on a portion of its Lands commonly known as “Parcel D”. This first residential neighborhood will consist of not more than 324 single family, two family, and multi-family dwelling units, with a mix of affordable and market-rate housing targeting home buyers in the middle-income ranges, enhanced by an internal linear park system and open space having active recreational and play facilities and connecting walkways. Haseko is currently in the process of obtaining its development permits and, barring any unanticipated circumstances, construction of its first production residential units is anticipated to commence in the coming years.
19. Agricultural Park	<p>Amended and new conditions per LUC 11/1/2021 Amended Order Granting Successor Petitioner (as to Parcel 52), Ho’Ohana Solar 1, LLC’s Motion for Modification and Time Extension</p> <p><u>Royal Kunia Agricultural Park.</u> Haseko Royal Kunia, LLC and the Department of Agriculture have executed the Fifth Amendment to the Memorandum of Understanding dated January 10, 2024 (“5th Am MOU”). The original Memorandum of Understanding was dated 1993 and subsequently amended in 2007, 2009, 2012, 2015, and 2020. The 5th Am MOU separates the offsite infrastructure for the Royal Kunia Agricultural Park in three categories: 1) Irrigation Infrastructure, 2) Temporary Infrastructure, and 3) Permanent Infrastructure. The Irrigation Infrastructure for non-potable irrigation water is comprised of the water line and pump station and shall be completed by August 31, 2024. The Temporary Infrastructure is comprised of functional electrical power and potable water and shall be completed by December 31, 2025. The Permanent Infrastructure is comprised of a roadway, potable water, electrical and</p>	<p>Partial completion and future compliance.</p> <p>Title to the 150-acre agricultural park was transferred to the State of Hawai‘i in 2004.</p>	<p>HK previously met with DOA on May 9, 2007, to begin the process of establishing an agreed-upon plan and program to implement the provisions of the Amended MOU.</p> <p>HK subsequently worked with DOA regarding compliance with the MOU conditions and amending deadlines, which were set forth in the following: -1st Amendment to Amended MOA 2009 -2nd Amendment to Amended MOU 2011 -3rd Amendment to Amended MOU 2015.</p> <p>HK submitted the preliminary site plan and design of the off-site infrastructure improvements to DOA for review in October 2016.</p> <p>Since acquiring a portion of RKII, RP2 worked with DOA towards satisfying this condition. Most recently, RP2, Haseko’s predecessor in interest, held status calls with DOA every two weeks and reached an agreement to extend the deadlines for RP2 to obtain DOA’s approval of RP2’s offsite infrastructure plans and to construct irrigation infrastructure and other offsite infrastructure. On February 20, 2020, RP2 submitted an executed 4th</p>

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	<p>communications, and gravity sewer and shall be completed by September 30, 2028.</p> <p><u>Revised Master Plan.</u> All landowners within the Petition Area shall submit revised master plan(s) and schedule(s) for the development of their respective Increments 1, 2, and 3, comprising the Royal Kunia Phase II project to the LUC no later than December 31, 2021.</p> <p><u>Status Report.</u> By March 31, 2021, all landowners within the Petition area shall submit to the LUC a status report on the development of their respective parcels of land and their construction or contribution to the construction of the off-site infrastructure.</p> <p><u>Notice to LUC.</u> Petitioner shall provide notice to the LUC of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the subject property prior to or during development of the subject property, excluding, however, sales or leases of the 53 individual lots or condominium units in a residential development, or leases in an industrial development.</p> <p><u>Compliance with Representations.</u> Failure of the landowners to construct the off-site infrastructure for the Kunia Agricultural Park will constitute good cause for the LUC to issue an Order to Show Cause to the landowners pursuant to HAR §15-15-93 of the Commission's Rules.</p> <p><u>Failure of Solar Project.</u> Should Ho'ohana fail to construct and complete the Solar Project, the easement(s), construction, maintenance, and cost of the non-potable waterline described under Condition B.1. shall revert to the responsibility and expense of the landowners.</p>		<p>Amendment to the Amended MOU, which incorporated these extended deadlines.</p> <p>Since acquiring the Lands in August 2020, Haseko has had several virtual meetings with DOA to discuss the terms of a proposed 5th Amendment to the Amended MOU. Haseko's infrastructure master plan includes permanent infrastructure facilities to serve the Agricultural Park which will be provided in conjunction with the development of an interior roadway (Roadway Y) and temporary infrastructure facilities which will serve the Agricultural Park before the completion of Road Y. Each utility infrastructure will be brought to the boundary of the Agricultural Park. Haseko has been in discussion with DOA to coordinate Roadway Y and related infrastructure that will allow the utility infrastructure to be brought to the boundary of the Agricultural Park. In addition, Haseko, with Ho'ohana Solar 1, LLC, started construction on the Irrigation Infrastructure in July 2023 to provide non-potable irrigation water to the Agricultural Park. The Irrigation Infrastructure was completed and operational to the boundary of the State Agricultural Park in August 2024.</p> <p>On January 10, 2024, Haseko and DOA executed the 5th Amendment and Restatement to the Amended MOU, with revised deadlines for the Temporary and Permanent Infrastructure.</p> <p>At the April 4, 2024 LUC meeting, the LUC voted to approved Haseko's Motion to Extend the Off-Site Infrastructure deadline. The written order of approval, titled "Findings of Fact, Conclusions of Law, and Decision and Order Granting Motion to Amend the Memorandum of Understanding's Off-Site Infrastructure Date in Condition A.1; and Certificate of Service," was issued effective October 7, 2024.</p>

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			Haseko intends to fully comply with the required conditions set forth in the revised LUC Order issued on November 1, 2021, and October 7, 2024.
20. Compliance with Representations	Petitioner shall develop the Property in substantial compliance with the representations made to the Land Use Commission (LUC). Petitioner's or its successor's failure to so develop the Property may result in reversion of the Property to its former classification or change to a more appropriate classification.	Partial completion and future compliance.	Haseko fully intends to continue to fulfill the requirement to develop the Haseko-owned portions of RKII in substantial compliance with representations made by its predecessors in interest to the LUC. Haseko understands that failure on its part (or on the part of the other owners of property within the reclassification area) to develop the reclassified lands in substantial compliance with such representations could result in a reversion of part or all the subject land to its former land use classification, or in a change to different land classification.
21. Transfer of Petitioner's Interest in the Property	Amended Condition per LUC 1/28/2015 Order Granting Successor Petitioner (to Parcel 52), Ho'Ohana Solar 1, LLC's Motion for Order Amending the D&O and First Amendment to the D&O: Petitioner shall provide notice to the LUC of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the subject property prior to or during the development of the subject Property, excluding, however, sales or leases of the individual lots or condominium units in a residential development, or leases in an industrial development.	Partial completion and future compliance.	Haseko will provide notice to the LUC of any transfer or conveyance of the Lands it acquired in August 2020.
22. Annual Reports	Petitioner shall promptly provide, without any prior notice, annual reports to the LUC, OSP and DPP in connection with the status of the project and Petitioner's progress in complying with the conditions imposed. The annual reports shall summarize: (1) Petitioner's progress in complying with the conditions imposed; and (2) changes to the project as represented to the LUC. They shall also include a written statement	Partial completion and future compliance.	This annual report is submitted pursuant to this condition. Haseko will submit future annual reports in compliance with this condition.

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	from each State and City and County agency affected by these conditions that Petitioner's representations in the annual report related to the respective state or county agency being affected are true and accurate.		
23. Release of Conditions	<p>The LUC may fully or partially release these conditions as to all or any portions of the Property upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.</p> <p>Adequate assurance of satisfaction may be evidenced by execution of a certificate of satisfaction in recordable form stating that such condition has been satisfied, in whole or in part. OSP will certify for itself and all state departments and agencies, and DPP will certify for itself and all County departments and agencies. Any other party to the boundary amendment proceeding may be asked to indicate whether they concur in the certification of satisfaction.</p>	Future compliance. No motions for a full or partial release of conditions have been filed to date.	Haseko intends to apply to the LUC for such releases in the future, as appropriate.
24. Recording of Statement Re Property Subject to Conditions	Within 7 days of the issuance of the LUC's Decision and Order for the subject reclassification, Petitioner shall (1) record with the Bureau of Conveyances a statement to the effect that the Property is subject to conditions imposed by the LUC in the reclassification of the property; and (2) shall file a copy of such recorded statement with the LUC.	Fully met.	No further action is required.
25. Recording of Conditions	Petitioner shall record the conditions imposed by the LUC with the Bureau of Conveyances pursuant to Section 15-15-92, Hawai'i Administrative Rules.	Fully met.	No further action is required.

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LIST OF ACRONYMS

AIS	Archaeological Inventory Survey	MOU	Memorandum of Understanding
BWS	City and County of Honolulu Board of Water Supply	PD-H	Planned Development-Housing
DES	City and County of Honolulu Department of Environmental Services	OSP	State of Hawaii Office of Planning and Sustainable Development
DLNR	State of Hawaii Department of Land and Natural Resources	RKII	Royal Kunia Phase II
D&O	Decision and Order	RKL	Robinson Kunia Land LLC
DOA	State of Hawaii Department of Agriculture	RLS	Reconnaissance Level Survey
DOE	State of Hawaii Department of Education	RMTC	RM Towill Corporation
DOH	State of Hawaii Department of Health	RP2	RP2 Ventures, LLC
DOT	State of Hawaii Department of Transportation	UA	Unilateral Agreement
DPP	City and County of Honolulu Department of Planning and Permitting	SHPD	State Historic Preservation Department
DTS	City and County of Honolulu Department of Transportation Services	SWCA	SWCA Environmental Consultants
HDC	Halekua Development Corporation	TIAR	Traffic Impact Analysis Report
HK	Halekua-Kunia LLC	TRB	City and County of Honolulu Department of Planning and Permitting Traffic Review Branch
LOTMA	Leeward Oahu Transportation Management Association	WOC	Wilson Okamoto Corporation
LUC	State of Hawaii Land Use Commission		

Re: Temporary Power to Royal Kunia Agricultural Park

From Peter Kwan <pkwan@haseko.com>

Date Mon 9/15/25 12:53 PM

To Hahn, Michael <michael.hahn@hawaiianelectric.com>

Cc Gordon Ring <gordonr@rmtowill.com>; Scott Shiraishi <sshiraishi@rnsha.com>

Hi Michael,

We sincerely appreciate that clarification. Have a good work week.

Thank you.

Peter D. Kwan
Vice President, Site Development
Haseko Construction Management Group, Inc.
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706
Cell: 808-745-3880
Direct: 808-689-9653
Email: pkwan@haseko.com

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From: Hahn, Michael <michael.hahn@hawaiianelectric.com>

Sent: Monday, September 15, 2025 12:52 PM

To: Peter Kwan <pkwan@haseko.com>

Cc: Gordon Ring <gordonr@rmtowill.com>; Scott Shiraishi <sshiraishi@rnsha.com>

Subject: RE: Temporary Power to Royal Kunia Agricultural Park

Peter,

Just to clarify, although HECO will approve the plans, HECO will not install the temporary pole, transformer, and temporary meter if the project has not been constructed yet.

MICHAEL HAHN

Supervising Engineer, Customer Engineering Department

O: 808.543.7097 | **M:** 808.425.1653

michael.hahn@hawaiianelectric.com

Hawaiian Electric

PO Box 2750, Honolulu, HI 96840



From: Peter Kwan <pkwan@haseko.com>
Sent: Monday, September 15, 2025 12:32 PM
To: Hahn, Michael <michael.hahn@hawaiianelectric.com>
Cc: Gordon Ring <gordonr@rmtowill.com>; Scott Shiraishi <sshiraishi@rnsha.com>
Subject: Re: Temporary Power to Royal Kunia Agricultural Park

Hi Michael,

Thank you for your response to our inquiry. Subsequently, we have provided direction to RM Towill and Ron Ho and Associates to complete the temporary power plan set and obtain HECO's approval to conclude that process. However, could you please clarify if HECO would then plan to install the temporary pole, transformer, and temporary meter after we obtain approval of the temporary power plans if the Department of Agriculture's Royal Kunia Agricultural Park project has not been constructed yet?

Thank you.

Peter D. Kwan
Vice President, Site Development
Haseko Construction Management Group, Inc.
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706
Cell: 808-745-3880
Direct: 808-689-9653
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From: Hahn, Michael <michael.hahn@hawaiianelectric.com>
Sent: Monday, September 8, 2025 12:20 PM
To: Peter Kwan <pkwan@haseko.com>
Cc: Gordon Ring <gordonr@rmtowill.com>; Scott Shiraishi <sshiraishi@rnsha.com>
Subject: RE: Temporary Power to Royal Kunia Agricultural Park

Peter,

Hawaiian Electric does have the infrastructure available on Kunia Rd to provide temporary power. We will not be able to install the service until the meter location and equipment is established.

We can at this time approve the Temporary Power draft plan provided that you can identify at least a tentative meter location.

MICHAEL HAHN
Supervising Engineer, Customer Engineering Department

O: 808.543.7097 | M: 808.425.1653

michael.hahn@hawaiianelectric.com

Hawaiian Electric

PO Box 2750, Honolulu, HI 96840



From: Peter Kwan <pkwan@haseko.com>

Sent: Monday, September 8, 2025 11:22 AM

To: Hahn, Michael <michael.hahn@hawaiianelectric.com>

Cc: Gordon Ring <gordonr@rmtowill.com>; Scott Shiraishi <sshiraishi@rnsha.com>

Subject: Temporary Power to Royal Kunia Agricultural Park

[This email is coming from an EXTERNAL source. Please use caution when opening attachments or links in suspicious email.]

Good Morning Michael,

Thank you very much for taking my call this morning. We appreciate HECO's efforts and understanding to help Haseko and its consultants at RM Towill Corp. and Ronald N. S. Ho & Associates Inc. to develop the plans to provide temporary power facilities to the Department of Agriculture's (DOA) future Royal Kunia Agricultural Park (RKAP) at the future intersection of the RKAP's Road A intersection with Kunia Road north of Anonui Street. To clarify our situation, Haseko has a LUO obligation to deliver this temporary power provision to DOA by 12/31/25, but understand that HECO will not be able to provide the temporary poles and equipment until such time there is an end user to receive the power and for other possible reasons including but not limited to safety. To help us explain this situation to DOA and for a possible upcoming motion filing to the LUC to request extension of the delivery date of this Haseko obligation to DOA, would you be able to provide the specific reasons and/or policies that HECO has related to the scheduling of a future installation date for the temporary power facilities?

I have also attached the current version of the draft plans that have been developed thus far for this work and would like to ask if we might will be able to move the plan development forward to apply for HECO's approval in a position to be ready to move forward with construction of the temporary power facilities in the future once DOA has moved forward with their development to a satisfactory level. Any information that you could share would be greatly appreciated.

Please feel free to contact me by phone as well if you have any additional questions.

Thank you.

Peter D. Kwan

Vice President, Site Development

Haseko Construction Management Group, Inc.

91-1001 Kaimalie Street, Suite 205

Ewa Beach, HI 96706

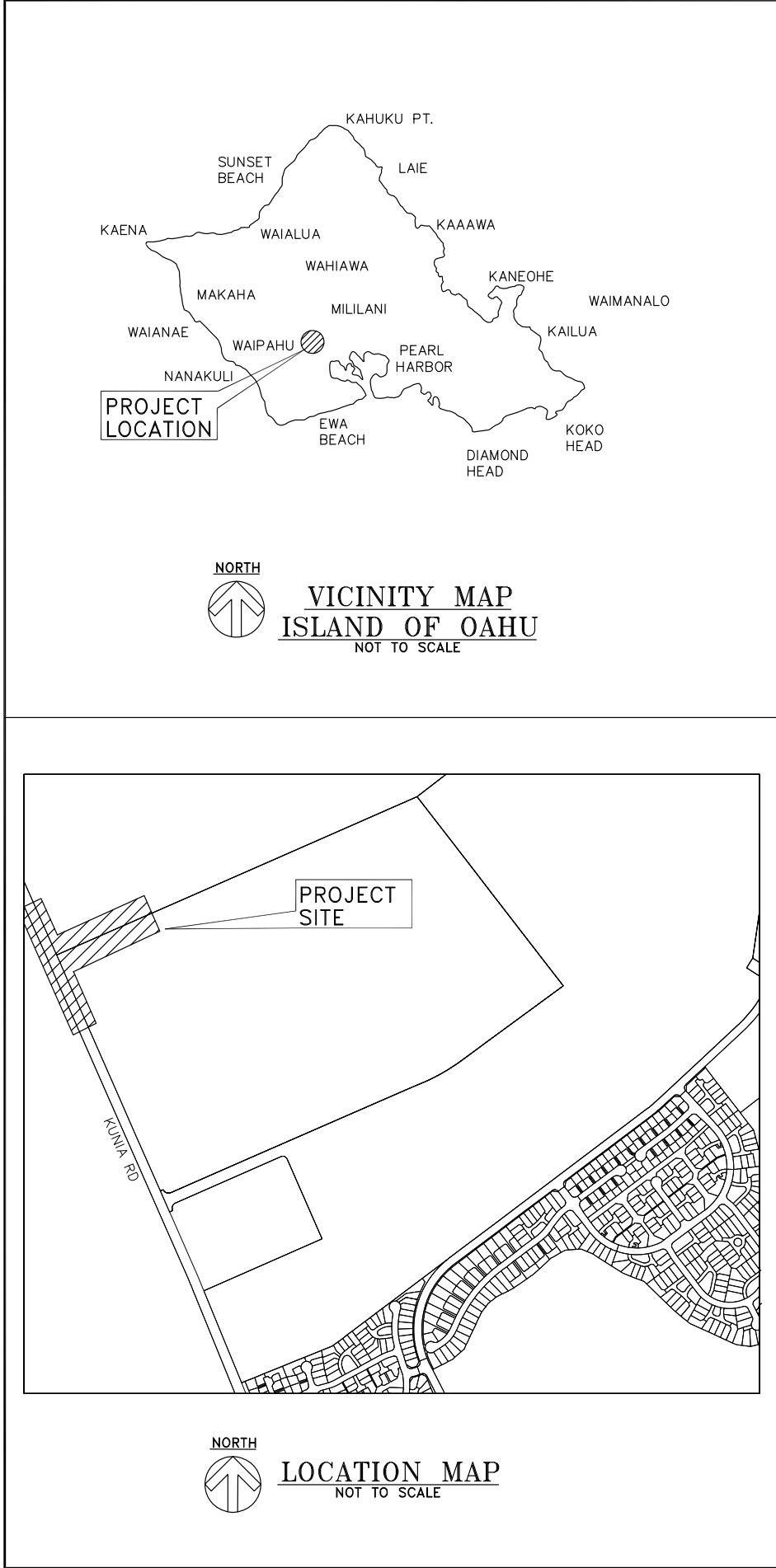
Cell: 808-745-3880




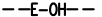
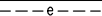

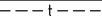
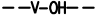
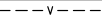
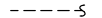
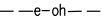
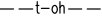
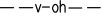



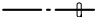

Direct: 808-689-9653

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ELECTRICAL SYMBOLS			
SYMBOL		DESCRIPTION	
	UTILITY POLE		UNDERGROUND CONDUIT & WIRING
	POLE RISER		OVERHEAD ELECTRICAL LINES
	EXIST UNDERGROUND ELECTRICAL LINES		OVERHEAD TELCOM LINES
	EXIST UNDERGROUND TELECOM LINES		OVERHEAD CATV LINES
	EXIST UNDERGROUND CATV LINES		
	EXIST CONDUIT CONTINUATION CALLOUT		
	EXIST OVERHEAD ELECTRICAL LINES		
	EXIST OVERHEAD TELCOM LINES		
	EXIST OVERHEAD CATV LINES		
			GUY LINE
			STUB, CAP, & MARK CONDUITS; PROVIDE PULLWIRE.
	NOTE INDICATOR, DENOTES BOX NOTE 1		ELECTRICAL DUCTLINES WITH DESIGNATORS; INDICATES TYPE "A" DUCT SECTION WITH "2-2E" DUCTS.
			SEE SHEET A/E-9 FOR DUCT SECTIONS AND CONDUIT SCHEDULE. (E-ELECTRICAL, T-TELECOM, V-CATV)

GENERAL ELECTRICAL NOTES

- A. THE LOCATION OF OVERHEAD AND UNDERGROUND FACILITIES SHOWN ON THE PLANS ARE FROM EXISTING RECORDS WITH VARYING DEGREES OF ACCURACY AND ARE NOT GUARANTEED AS SHOWN. THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHENEVER CONSTRUCTION CROSSES OR IS IN PROXIMITY OF UNDERGROUND LINES AND SHALL MAINTAIN ADEQUATE CLEARANCE WHEN OPERATING EQUIPMENT UNDER ANY OVERHEAD LINES.
- B. THE CONTRACTOR IS TO COMPLY WITH THE DIRECTIONS OF THE STATE OF HAWAII OCCUPATIONAL SAFETY AND HEALTH LAW (DOSH).
- C. WHEN TRENCH EXCAVATION IS ADJACENT TO EXISTING STRUCTURES OR FACILITIES, THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SHEETING AND BRACING THE EXCAVATION AND STABILIZING THE EXISTING GROUND TO RENDER IT SAFE AND SECURE FROM POSSIBLE SLIDES, CAVE-INS AND SETTLEMENT, AND FOR PROPERLY SUPPORTING EXISTING STRUCTURES AND FACILITIES WITH BEAMS, STRUTS OR UNDERPINNING TO FULLY PROTECT IT FROM DAMAGE.
- D. AS REQUIRED BY THE CITY AND COUNTY OF HONOLULU, THE CONTRACTOR SHALL PROVIDE OFF-DUTY POLICE OFFICERS TO CONTROL THE FLOW OF TRAFFIC.
- E. WHERE PEDESTRIAN WALKWAYS EXIST, SUCH WALKWAYS SHALL BE MAINTAINED IN PASSABLE CONDITION OR OTHER FACILITIES FOR PEDESTRIANS SHALL BE PROVIDED. PASSAGE BETWEEN WALKWAYS AT INTERSECTIONS SHALL LIKEWISE BE PROVIDED.
- F. DRIVEWAYS SHALL BE KEPT OPEN UNLESS THE OWNERS OF THE PROPERTY USING THESE RIGHT-OF-WAYS ARE OTHERWISE PROVIDED FOR SATISFACTORILY.
- G. THE UNDERGROUND PIPES, CABLES OR DUCTLINES KNOWN BY THE ENGINEER TO EXIST FROM HIS SEARCH OF RECORDS ARE INDICATED ON THE PLANS. THE CONTRACTOR SHALL VERIFY THE LOCATION AND DEPTH OF THE FACILITIES AND EXERCISE PROPER CARE IN EXCAVATING THE AREA. WHEREVER CONNECTIONS OF NEW UTILITIES TO EXISTING UTILITIES ARE SHOWN ON THE PLANS, THE CONTRACTOR SHALL EXPOSE THE EXISTING LINES AT THE PROPOSED CONNECTIONS TO VERIFY THEIR LOCATIONS AND DEPTHS PRIOR TO EXCAVATION FOR THE NEW LINES.

DRAWING REVIEW

Reviewed for Hawaiian Electric Company Facilities Only

Final Review By: Hahn, Michael

First Review: Second Review:

Customer Installation Division
Hawaiian Electric

Hawaiian Electric's review of these drawings shall in no way relieve the Customer, its Consultant, its Contractor or anyone acting on the Customer's behalf from the responsibility for engineering, design, materials and any other liability associated with this project including revisions made beyond this reviewed date.

APPROVED BY:

HAWAIIAN TELCOM DATE

OCEANIC TIME WARNER CABLE DATE

ENGINEER	JYO				
DRAFTSMAN	CAD				
CHECKED BY	SNS	REV	DATE	BRIEF	BY APPROVED
		 R. M. TOWILL CORPORATION Planning - Engineering - Environmental Services - Photogrammetry - Surveying - Construction Management 4028 H-42, 11-53 2024 North King Street, Suite 200, Honolulu, Hawaii 96819-3494			
		UTILITY SERVICES FOR ROYAL KUNIA AGRICULTURAL PARK KUNIA, EWA, OAHU, HAWAII TMC: 9-4-2, DSD			
		SYMBOLS			
THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. "CONSTRUCTION OF CONSTRUCTION" IS DEFINED IN CHAPTER 16-115, HAWAII ADMINISTRATIVE RULES, ENTITLED "PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS AND LANDSCAPE ARCHITECTS."		APPROVED :			
SIGNATURE: 4/30/26 LIC. EXPIRATION		R. M. TOWILL CORPORATION CHIEF, TRAFFIC SIGNALS & TECHNOLOGY BR., DEPARTMENT OF PLANNING AND PROMOTING		DATE	

FILE	POCKET	FOLDER	NO.
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RMTC JOB NO.: 1-22258-0E

GUIDELINES FOR MINIMUM VERTICAL (CROSSING) CLEARANCES HAWAIIAN ELECTRIC AND OTHER UNDERGROUND UTILITIES				
UNDERGROUND UTILITY	HAWAIIAN ELECTRIC DIRECT BURIED CABLE	HAWAIIAN ELECTRIC DIRECT BURIED IN CONDUIT (NO CONCRETE ENCASEMENT)	HAWAIIAN ELECTRIC 3" (MINIMUM) CONCRETE ENCASEMENT	APPLICABLE NOTES:
HAWAIIAN ELECTRIC DB CONDUITS	6"	3"	0"	
HAWAIIAN ELECTRIC 3" ENCASEMENT	0"	0"	0"	
TELEPHONE/CATV DB	12"	12"	6"	
TELEPHONE/CATV DB DUCTS	12"	12"	6"	
TELEPHONE/CATV 3" ENCASEMENT	0"	0"	0"	3
TRAFFIC SIGNAL	12"	12"	6"	
WATER DB (BWS OWNED)	12"	12"	12"	5
CUSTOMER OWNED WATER SERVICE LATERALS	6"	6"	6"	
WATER (CONCRETE JACKETED) (BWS OWNED)	12"	12"	12"	5
GAS DB	12"	12"	12"	
GAS (CONCRETE JACKETED)	12"	12"	12"	
SEWER DB	24"	24"	24"	1
SEWER (CONCRETE JACKETED)	24"	24"	24"	1
DRAIN	12"	12"	6"	
FUEL PIPELINES				2
NOTES:				
1. IF CLEARANCE CANNOT BE MET: - IF CLEARANCE IS LESS THAN 12", JACKET SEWER LINE WITH REINFORCED CONCRETE (PER HAWAIIAN ELECTRIC'S STD. 30-1030) FOR A DISTANCE OF 5' PLUS PIPE DIAMETER. - IF CLEARANCE IS BETWEEN 12" AND 24", JACKET SEWER LINE WITH PLAIN CONCRETE.				
2. ALL FUEL PIPELINE CROSSINGS SHALL BE REVIEWED AND APPROVED BY THE COMPANY THAT OWNS AND MAINTAINS IT.				
3. FOR SITUATIONS WITH 0" MINIMUM SEPARATION, A 6" SEPARATION IS RECOMMENDED.				
4. CLEARANCES MEASURED FROM OUTER EDGES OR DIAMETERS OF UTILITIES. WHENEVER CONCRETE JACKETS ARE INVOLVED, CLEARANCES SHALL BE TOTAL CLEAR DISTANCE BETWEEN THE CONCRETE JACKET AND UTILITY CONCERNED.				
5. 36" CLEARANCE IS REQUIRED FOR TRENCHLESS INSTALLATION WORK.				

GUIDELINES FOR MINIMUM HORIZONTAL (PARALLEL) CLEARANCES BETWEEN HAWAIIAN ELECTRIC AND OTHER UNDERGROUND UTILITIES				
UNDERGROUND UTILITY	HAWAIIAN ELECTRIC DIRECT BURIED CABLE	HAWAIIAN ELECTRIC DIRECT BURIED IN CONDUIT (NO CONCRETE ENCASEMENT)	HAWAIIAN ELECTRIC 3" (MINIMUM) CONCRETE ENCASEMENT	APPLICABLE NOTES:
HAWAIIAN ELECTRIC DB CONDUITS	12"	3"	0"	
HAWAIIAN ELECTRIC 3" ENCASEMENT	0"	0"	0"	
TELEPHONE/CATV DB	12"	12"	6"	
TELEPHONE/CATV DB DUCTS	12"	12"	6"	
TELEPHONE/CATV 3" ENCASEMENT	0"	0"	0"	5
TRAFFIC SIGNAL	12"	12"	12"	
WATER DB (BWS OWNED)	36"	36"	36"	1, 4
CUSTOMER OWNED WATER SERVICE LATERALS	12"	12"	12"	
WATER (CONCRETE JACKETED) (BWS OWNED)	36"	36"	36"	1, 4
GAS DB	12"	12"	12"	1
GAS (CONCRETE JACKETED)	12"	12"	12"	1
SEWER DB	36"	36"	36"	1, 2
SEWER (CONCRETE JACKETED)	36"	36"	36"	1, 2
DRAIN	12"	12"	12"	1
FUEL PIPELINES				3
NOTES:				
1. WHERE SPACE IS AVAILABLE, PARALLEL CLEARANCE TO OTHER UTILITIES, OR FOREIGN STRUCTURES OTHER THAN COMMUNICATION OR TRAFFIC SIGNAL SHALL BE 36"				
2. IF 36" CLEARANCE CANNOT BE MET: - IF CLEARANCE IS LESS THAN 12", JACKET SEWER LINE WITH REINFORCED CONCRETE (PER HAWAIIAN ELECTRIC'S STD. 30-1030) FOR A DISTANCE OF 5' PLUS PIPE DIAMETER. - IF CLEARANCE IS BETWEEN 12" AND 36", JACKET SEWER LINE WITH PLAIN CONCRETE.				
3. ALL FUEL PIPELINE CROSSINGS SHALL BE REVIEWED AND APPROVED BY THE COMPANY THAT OWNS AND MAINTAINS IT.				
4. 5 FEET CLEAR TO WATER MAINS 16" OR LARGER.				
5. FOR SITUATIONS WITH 0" MINIMUM SEPARATION, A 6" SEPARATION IS RECOMMENDED.				
6. CLEARANCES MEASURED FROM OUTER EDGES OR DIAMETERS OF UTILITIES. WHENEVER CONCRETE JACKETS ARE INVOLVED, CLEARANCES SHALL BE TOTAL CLEAR DISTANCE BETWEEN THE CONCRETE JACKET AND UTILITY CONCERNED.				

HECO NOTES: (REV. 08/04/2021)

1. LOCATION OF HAWAIIAN ELECTRIC FACILITIES

THE LOCATION OF HAWAIIAN ELECTRIC'S OVERHEAD AND UNDERGROUND FACILITIES SHOWN ON THE PLANS ARE FROM EXISTING RECORDS WITH VARYING DEGREES OF ACCURACY AND ARE NOT GUARANTEED AS SHOWN. THE CONTRACTOR SHALL VERIFY IN THE FIELD THE LOCATIONS OF THE FACILITIES AND SHALL EXERCISE PROPER CARE IN EXCAVATING AND WORKING IN THE AREA. WHEREVER CONNECTIONS OF NEW UTILITIES TO EXISTING UTILITIES AND UTILITY CROSSINGS ARE SHOWN, THE CONTRACTOR SHALL EXPOSE THE EXISTING LINES AT THE PROPOSED CONNECTIONS AND CROSSINGS TO VERIFY THE DEPTHS PRIOR TO EXCAVATION FOR THE NEW LINES. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ANY DAMAGES TO HAWAIIAN ELECTRIC'S FACILITIES WHETHER SHOWN OR NOT SHOWN ON THE PLANS.

2. COMPLIANCE WITH HAWAII OCCUPATIONAL SAFETY AND HEALTH LAWS

THE CONTRACTOR SHALL COMPLY WITH THE STATE OF HAWAII'S OCCUPATIONAL SAFETY AND HEALTH LAWS AND REGULATIONS, INCLUDING WITHOUT LIMITATION, THOSE RELATED TO WORKING ON OR NEAR EXPOSED OR ENERGIZED ELECTRICAL LINES AND EQUIPMENT.

3. EXCAVATION CLEARANCE

THE CONTRACTOR SHALL OBTAIN AN EXCAVATION CLEARANCE FROM HAWAIIAN ELECTRIC'S PLANNING AND DESIGN SECTION OF THE TRANSMISSION & DISTRIBUTION ENGINEERING DEPARTMENT (543-5654) LOCATED AT 820 WARD AVENUE, 4TH FLOOR, A MINIMUM OF TEN (10) WORKING DAYS PRIOR TO STARTING CONSTRUCTION.

4. CAUTION!! ELECTRICAL HAZARD!!

EXISTING HAWAIIAN ELECTRIC OVERHEAD AND UNDERGROUND LINES ARE ENERGIZED AND WILL REMAIN ENERGIZED DURING CONSTRUCTION UNLESS PRIOR SPECIAL ARRANGEMENTS HAVE BEEN MADE WITH HAWAIIAN ELECTRIC. ONLY HAWAIIAN ELECTRIC PERSONNEL ARE TO HANDLE THESE ENERGIZED LINES AND ERECT TEMPORARY GUARDS TO PROTECT THESE LINES FROM DAMAGE. THE CONTRACTOR SHALL WORK CAUTIOUSLY AT ALL TIMES TO AVOID ACCIDENTS AND DAMAGE TO EXISTING HAWAIIAN ELECTRIC FACILITIES, WHICH CAN RESULT IN ELECTROCUTION.

5. OVERHEAD LINES

STATE LAW (OSHA) REQUIRES THAT A WORKER AND THE LONGEST OBJECT HE OR SHE MAY CONTACT CANNOT COME CLOSER THAN A SPECIFIED MINIMUM RADIAL CLEARANCE WHEN WORKING CLOSE TO OR UNDER ANY OVERHEAD LINES. IT IS THE CONTRACTOR'S RESPONSIBILITY TO BE INFORMED OF AND COMPLY WITH THE LAW.

AT ANY TIME SHOULD THE CONTRACTOR ANTICIPATE THAT HIS WORK WILL RESULT IN THE NEED TO ENCROACH WITHIN THE MINIMUM REQUIRED CLEARANCE AS STATED IN THE LAW, THE CONTRACTOR SHALL NOTIFY HAWAIIAN ELECTRIC AT LEAST THREE (3) MONTHS PRIOR TO THE PLANNED ENCROACHMENT SO THAT, IF FEASIBLE, THE NECESSARY PROTECTIONS (E.G. RELOCATE OR DE-ENERGIZE HAWAIIAN ELECTRIC LINES) CAN BE INVESTIGATED. HAWAIIAN ELECTRIC MAY ALSO BE ABLE TO BLANKET ITS DISTRIBUTION (12KV AND BELOW) LINES TO PROVIDE A VISUAL AID IN PREVENTING ACCIDENTAL CONTACT. HAWAIIAN ELECTRIC'S COST OF SAFEGUARDING OR IDENTIFYING ITS LINES WILL BE CHARGED TO THE CONTRACTOR.

CONTACT HAWAIIAN ELECTRIC'S CUSTOMER RELATIONS AT 543-7070 FOR ASSISTANCE IN IDENTIFYING AND SAFEGUARDING OVERHEAD POWER LINES.

6. POLE BRACING

a) CONTRACTOR SHALL NOT EXCAVATE WITHIN 10 FEET OF HAWAIIAN ELECTRIC'S UTILITY POLES OR ANY ANCHOR SYSTEM SUPPORTING THE UTILITY POLE. IF CONTRACTOR MUST EXCAVATE AN AREA MORE THAN 12 INCHES DEEP BY 12 INCHES WIDE, AND CLOSER THAN 10 FEET FROM A UTILITY POLE OR ITS ANCHOR SYSTEM, EXCEPT WHEN EXCAVATING FOR RISERS IN A SINGLE TRENCH NOT WIDER THAN 12 INCHES AND NOT DEEPER THAN 3 FEET, CONTRACTOR WILL BE RESPONSIBLE FOR PROTECTING, SUPPORTING, SECURING AND TAKING ALL PRECAUTIONS TO PREVENT DAMAGE TO OR LEANING OF EXISTING POLES. BEFORE COMMENCING SUCH EXCAVATION, CONTRACTOR MUST NOTIFY HAWAIIAN ELECTRIC WHICH MAY LEAD TO IMPLEMENTING POLE BRACING REQUIREMENTS. HAWAIIAN ELECTRIC REQUIRES A MINIMUM OF TEN (10) WORKING DAYS TO CONDUCT THE REVIEW OF CONTRACTOR'S SUBMITTAL. CONTRACTOR SHALL SUBMIT ITS BRACING CALCULATIONS AND DRAWINGS, PREPARED AND STAMPED BY A LICENSED STRUCTURAL ENGINEER, TO HAWAIIAN ELECTRIC'S CUSTOMER RELATIONS (543-7070) FOR REVIEW. CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, INSTALLATION, AND REMOVAL OF THE TEMPORARY POLE BRACING SYSTEM, AS WELL AS ALL COSTS INCURRED BY HAWAIIAN ELECTRIC TO REVIEW CONTRACTOR'S DRAWINGS AND TO REPAIR OR STRAIGHTEN POLES IMPACTED BY CONTRACTOR'S ACTIVITIES, INCLUDING RESPONSE AND RESTORATION COSTS INCURRED BY HAWAIIAN ELECTRIC ARISING OUT OF OR RELATED TO OUTAGES CAUSED BY CONTRACTOR'S FAILURE TO MEET THE FOREGOING REQUIREMENTS. HAWAIIAN ELECTRIC'S RECEIPT OF POLE BRACING CALCULATION OR DRAWING SUBMITTALS OF ANY CONTRACTOR, INCLUDING WORK PROCEDURE, SHALL NOT RELIEVE CONTRACTOR FROM ANY LIABILITY RESULTING FROM CONTRACTOR'S EXCAVATION NEAR OR AROUND HAWAIIAN ELECTRIC'S UTILITY POLES.

b) HAWAIIAN ELECTRIC MAY PROVIDE TO THE CUSTOMER INFORMATION RELATED TO POLE BRACING, INCLUDING CALCULATIONS AND OTHER BASIC ENGINEERING. HOWEVER, HAWAIIAN ELECTRIC PROVIDES THIS INFORMATION FOR INFORMATIONAL PURPOSES ONLY AND DOES NOT WARRANT ANY OF THE INFORMATION PROVIDED TO CUSTOMER. HAWAIIAN ELECTRIC HEREBY DISCLAIMS ANY LIABILITY ASSOCIATED WITH THE CUSTOMER'S USE OF INFORMATION PROVIDED TO THE CUSTOMER FROM HAWAIIAN ELECTRIC. IT IS THE CUSTOMER'S DUTY TO OBTAIN ENGINEERING FROM ITS OWN ENGINEER OR CONTRACTOR IN ORDER TO BRACE POLES AND THE USE OF HAWAIIAN ELECTRIC'S INFORMATION DOES NOT EXCUSE THE CUSTOMER FROM PERFORMING ITS OWN EVALUATION OF THE BRACING NEEDS. SHOULD THE CUSTOMER INSTALL BRACING AT ANY POLE LOCATION, CUSTOMER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS HAWAIIAN ELECTRIC FROM ANY THIRD PARTY CLAIMS ASSOCIATED WITH THE CUSTOMER'S BRACING OF A POLE. SHOULD THE WORK CUSTOMER PERFORM AT OR NEAR THE POLE LOCATION COMPROMISE THE POLE OR ITS SURROUNDINGS IN ANY WAY, CUSTOMER SHALL RESTORE OR REPLACE THE POLE SO THAT IT IS NO LONGER COMPROMISED.

7. UNDERGROUND LINES

THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHENEVER CONSTRUCTION CROSSES OR IS IN CLOSE PROXIMITY OF UNDERGROUND LINES. HAWAIIAN ELECTRIC'S EXISTING ELECTRICAL CABLES ARE ENERGIZED AND WILL REMAIN ENERGIZED DURING CONSTRUCTION. ONLY HAWAIIAN ELECTRIC PERSONNEL

ARE TO BREAK INTO EXISTING HAWAIIAN ELECTRIC FACILITIES, HANDLE THESE CABLES, AND ERECT TEMPORARY GUARDS TO PROTECT THESE CABLES FROM DAMAGE. THE COST OF HAWAIIAN ELECTRIC'S ASSISTANCE IN PROVIDING PROPER SUPPORT AND PROTECTION OF ITS UNDERGROUND LINES WILL BE CHARGED TO THE CONTRACTOR. FOR ASSISTANCE/COORDINATION IN PROVIDING PROPER SUPPORT AND PROTECTION OF THESE LINES, THE CONTRACTOR SHALL CALL HAWAIIAN ELECTRIC'S CUSTOMER RELATIONS AT 543-7070 A MINIMUM OF TEN (10) WORKING DAYS IN ADVANCE.

SPECIAL PRECAUTIONS ARE REQUIRED WHEN EXCAVATING NEAR HAWAIIAN ELECTRIC'S 138KV OR 46KV UNDERGROUND LINES (SEE HAWAIIAN ELECTRIC INSTRUCTIONS TO CONSULTANTS/CONTRACTORS ON "EXCAVATION NEAR HAWAIIAN ELECTRIC'S UNDERGROUND 138KV AND/OR 46KV LINES" FOR DETAILED REQUIREMENTS).

FOR VERIFICATION OF UNDERGROUND LINES, THE CONTRACTOR SHALL CALL THE HAWAII ONE CALL CENTER AT 866-423-7287 MINIMUM OF FIVE (5) WORKING DAYS IN ADVANCE.

8. UNDERGROUND FUEL PIPELINES

THE CONTRACTOR SHALL EXERCISE EXTREME CAUTION WHENEVER CONSTRUCTION CROSSES OR IS IN CLOSE PROXIMITY OF HAWAIIAN ELECTRIC'S UNDERGROUND FUEL OIL PIPELINES. SPECIAL PRECAUTIONS ARE REQUIRED WHEN EXCAVATING NEAR HAWAIIAN ELECTRIC'S UNDERGROUND FUEL OIL PIPELINES (SEE HAWAIIAN ELECTRIC'S SPECIFIC FUEL PIPELINE "GUIDELINES" TO CONSULTANTS/CONTRACTORS ON EXCAVATION NEAR HAWAIIAN ELECTRIC'S UNDERGROUND FUEL PIPELINES FOR DETAILED REQUIREMENTS).

9. EXCAVATIONS

WHEN TRENCH EXCAVATION IS ADJACENT TO OR BENEATH HAWAIIAN ELECTRIC'S EXISTING STRUCTURES OR FACILITIES, THE CONTRACTOR IS RESPONSIBLE FOR:

- a) ARRANGING FOR HAWAIIAN ELECTRIC STANDBY PERSONNEL TO OBSERVE WORK AT CONTRACTOR'S COST.
- b) SHEETING, BRACING, OR OTHERWISE SUPPORTING THE EXCAVATION AND STABILIZING THE EXISTING GROUND TO RENDER IT SAFE AND SECURE AND TO PREVENT POSSIBLE SLIDES, CAVE-INS, AND SETTLEMENTS.
- c) PROPERLY SUPPORTING EXISTING STRUCTURES OR FACILITIES WITH BEAMS, STRUTS, UNDER-PINNINGS, OR OTHER NECESSARY METHODS TO FULLY PROTECT IT FROM DAMAGE.
- d) BACKFILLING WITH PROPER BACKFILL MATERIAL INCLUDING SPECIAL THERMAL BACKFILL WHERE EXISTING (REFER TO ENGINEERING DIVISION FOR THERMAL BACKFILL SPECIFICATIONS).

10. RELOCATION OF HAWAIIAN ELECTRIC FACILITIES

ANY WORK REQUIRED TO RELOCATE OR MODIFY HAWAIIAN ELECTRIC FACILITIES SHALL BE DONE BY HAWAIIAN ELECTRIC, OR BY THE CONTRACTOR UNDER HAWAIIAN ELECTRIC'S SUPERVISION. THE CONTRACTOR SHALL BE RESPONSIBLE FOR ALL COORDINATION, AND SHALL PROVIDE NECESSARY SUPPORT FOR HAWAIIAN ELECTRIC'S WORK, WHICH MAY INCLUDE, BUT NOT BE LIMITED TO, STAKING OF POLE/ANCHOR LOCATIONS, IDENTIFYING RIGHT OF WAY AND PROPERTY LINES, EXCAVATION AND BACKFILL, PERMITS AND TRAFFIC CONTROL, BARRICADING, AND RESTORATION OF PAVEMENT, SIDEWALKS, AND OTHER FACILITIES.

ALL COSTS ASSOCIATED WITH ANY RELOCATION OR MODIFICATION (EITHER TEMPORARY OR PERMANENT) FOR THE CONVENIENCE OF THE CONTRACTOR, OR TO ENABLE THE CONTRACTOR TO PERFORM HIS WORK IN A SAFE AND EXPEDITIOUS MANNER IN FULFILLING HIS CONTRACT OBLIGATIONS SHALL BE BORNE BY THE CONTRACTOR.

11. CONFLICTS

ANY REDESIGN OR RELOCATION OF HAWAIIAN ELECTRIC'S FACILITIES NOT SHOWN ON THE PLANS MAY BE CAUSE FOR LENGTHY DELAYS. THE CONTRACTOR ACKNOWLEDGES THAT HAWAIIAN ELECTRIC IS NOT RESPONSIBLE FOR ANY DELAY OR DAMAGE THAT MAY ARISE AS A RESULT OF ANY CONFLICTS DISCOVERED OR IDENTIFIED WITH RESPECT TO THE LOCATION OR CONSTRUCTION OF HAWAIIAN ELECTRIC'S ELECTRICAL FACILITIES IN THE FIELD, REGARDLESS OF WHETHER THE CONTRACTOR HAS MET THE REQUESTED MINIMUM ADVANCE NOTICES. IN ORDER TO MINIMIZE ANY DELAY OR IMPACT ARISING FROM SUCH CONFLICTS, HAWAIIAN ELECTRIC SHOULD BE NOTIFIED IMMEDIATELY UPON DISCOVERY OR IDENTIFICATION OF SUCH CONFLICT.

12. DAMAGE TO HAWAIIAN ELECTRIC FACILITIES

THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL HAWAIIAN ELECTRIC SURFACE AND SUBSURFACE UTILITIES AND SHALL BE RESPONSIBLE FOR ANY DAMAGES TO HAWAIIAN ELECTRIC'S FACILITIES AS A RESULT OF HIS OPERATIONS. THE CONTRACTOR SHALL IMMEDIATELY REPORT SUCH DAMAGES OR ANY HAZARDOUS CONDITIONS RELATED TO HAWAIIAN ELECTRIC'S LINES TO HAWAIIAN ELECTRIC'S TROUBLE DISPATCHER AT 548-7961. REPAIR WORK SHALL BE DONE BY HAWAIIAN ELECTRIC OR BY THE CONTRACTOR UNDER HAWAIIAN ELECTRIC'S SUPERVISION. COSTS FOR DAMAGES TO HAWAIIAN ELECTRIC'S FACILITIES SHALL BE BORNE BY THE CONTRACTOR.

IN CASE OF DAMAGE OR SUSPECTED DAMAGE TO HAWAIIAN ELECTRIC'S FUEL PIPELINE, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY HAWAIIAN ELECTRIC'S SECURITY COMMAND CENTER AT 543-7685 (A 24-HOUR NUMBER) SO HAWAIIAN ELECTRIC PERSONNEL CAN SECURE THE DAMAGED SECTION AND REPORT ANY OIL SPILLS TO THE PROPER AUTHORITIES. ALL COSTS ASSOCIATED WITH THE DAMAGE, REPAIR, AND OIL SPILL CLEANUP SHALL BE BORNE BY THE CONTRACTOR.

13. HAWAIIAN ELECTRIC STAND-BY PERSONNEL

THE CONTRACTOR MAY REQUEST HAWAIIAN ELECTRIC TO PROVIDE AN INSPECTOR TO STAND-BY DURING CONSTRUCTION NEAR HAWAIIAN ELECTRIC'S FACILITIES. THE COST OF SUCH INSPECTION WILL BE CHARGED TO THE CONTRACTOR.

THE CONTRACTOR SHALL CALL HAWAIIAN ELECTRIC'S CUSTOMER RELATIONS AT 543-7070 A MINIMUM OF THREE (3) MONTHS IN ADVANCE TO ARRANGE FOR HAWAIIAN ELECTRIC STAND-BY PERSONNEL.

14. CLEARANCES

THE FOLLOWING CLEARANCES SHALL BE MAINTAINED BETWEEN HAWAIIAN ELECTRIC'S DUCTLINE AND ALL ADJACENT STRUCTURES (CHARTED AND UNCHARTED) IN THE TRENCH:

THE CONTRACTOR SHALL NOTIFY THE CONSTRUCTION MANAGER & HAWAIIAN ELECTRIC OF ANY HEAT SOURCES (POWER CABLE DUCT BANK, STEAMLINE, ETC.) ENCOUNTERED THAT ARE NOT PROPERLY IDENTIFIED ON THE DRAWING.

15. INDEMNITY

THE CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS HAWAIIAN ELECTRIC FROM AND AGAINST ALL LOSSES, DAMAGES, CLAIMS, AND ACTIONS, INCLUDING BUT NOT LIMITED TO REASONABLE ATTORNEY'S FEES AND COSTS BASED UPON OR ARISING OUT OF DAMAGE TO PROPERTY OR INJURIES TO PERSONS, OR OTHER TORTIOUS ACTS CAUSED OR CONTRIBUTED TO BY CONTRACTOR OR ANYONE ACTING UNDER ITS DIRECTION OR CONTROL OR ON ITS BEHALF; PROVIDED CONTRACTOR'S INDEMNITY SHALL NOT BE APPLICABLE TO ANY LIABILITY BASED UPON THE SOLE NEGLIGENCE OF HAWAIIAN ELECTRIC.

ADDITIONAL NOTES WHEN WORK INVOLVES CONSTRUCTION OF HAWAIIAN ELECTRIC FACILITIES

16. SCHEDULE

CONTRACTOR SHALL FURNISH HIS CONSTRUCTION SCHEDULE SIX (6) MONTHS PRIOR TO STARTING WORK ON HAWAIIAN ELECTRIC FACILITIES. CONTRACTOR SHALL GIVE HAWAIIAN ELECTRIC, IN WRITING, THREE (3) MONTHS NOTICE TO PROCEED WITH HAWAIIAN ELECTRIC'S PORTION OF WORK.

17. AUTHORITY

ALL CONSTRUCTION, RESTORATION WORK, AND INSPECTION SHALL BE SUBJECT TO WHICHEVER GOVERNMENTAL AGENCY HAS AUTHORITY OVER THE WORK.

18. SPECIFICATIONS

CONSTRUCTION OF HAWAIIAN ELECTRIC'S UNDERGROUND FACILITIES SHALL BE CONSTRUCTED IN ACCORDANCE WITH THE LATEST REVISIONS OF HAWAIIAN ELECTRIC SPECIFICATIONS CS7001, CS7003, CS7202, CS9301, AND CS9401 AND APPLICABLE HAWAIIAN ELECTRIC STANDARDS.

19. CONSTRUCTION

CONTRACTOR SHALL FURNISH ALL LABOR, MATERIALS, EQUIPMENT, AND SERVICES TO PROPERLY PERFORM AND FULLY COMPLETE ALL WORK SHOWN ON THE CONTRACT, DRAWINGS, AND SPECIFICATIONS. ALL MATERIALS SHALL BE NEW AND MANUFACTURED IN THE UNITED STATES OF AMERICA. ALL MANHOLE, HANDHOLE, AND DUCTLINE INSTALLATIONS SHALL BE INSPECTED AND APPROVED BY HAWAIIAN ELECTRIC PRIOR TO EXCAVATION AND PRIOR TO PLACING CONCRETE. CONTRACTOR SHALL NOTIFY HAWAIIAN ELECTRIC'S INSPECTION GROUP AT 543-2567 AT LEAST FIVE (5) WORKING DAYS PRIOR TO INSTALLING FACILITIES OR PLACING CONCRETE.

CONTRACTOR TO COORDINATE WORK TO BREAK INTO HAWAIIAN ELECTRIC'S EXISTING ELECTRICAL FACILITIES WITH HAWAIIAN ELECTRIC'S INSPECTION GROUP AT 543-2567 AT LEAST TEN (10) WORKING DAYS IN ADVANCE.

20. STAKEOUT

THE CONTRACTOR SHALL ARRANGE FOR TONEOUTS OF ALL UNDERGROUND FACILITIES AND SHALL STAKEOUT ALL PROPOSED HAWAIIAN ELECTRIC FACILITIES WITHIN THE PROJECT AREA SO AS TO NOT CONFLICT WITH ANY UTILITY (EXISTING OR PROPOSED) AND ANY PROPOSED CONSTRUCTION OR IMPROVEMENT WORK FOR VERIFICATION BY HAWAIIAN ELECTRIC BEFORE PROCEEDING WITH HAWAIIAN ELECTRIC WORK.

21. DUCTLINES

ALL DUCTLINE INSTALLATIONS SHALL BE PVC SCHEDULE 40 ENCASED IN CONCRETE, UNLESS OTHERWISE NOTED. ALL COMPLETED DUCTLINES SHALL BE MANDREL TESTED BY THE CONTRACTOR IN THE PRESENCE OF HAWAIIAN ELECTRIC'S INSPECTOR USING HAWAIIAN ELECTRIC'S STANDARD PRACTICE. THE CONTRACTOR SHALL INSTALL 1800# TENSILE STRENGTH MULETAPE PULL LINE IN ALL COMPLETED DUCTLINES AFTER MANDREL TESTING IS COMPLETE.

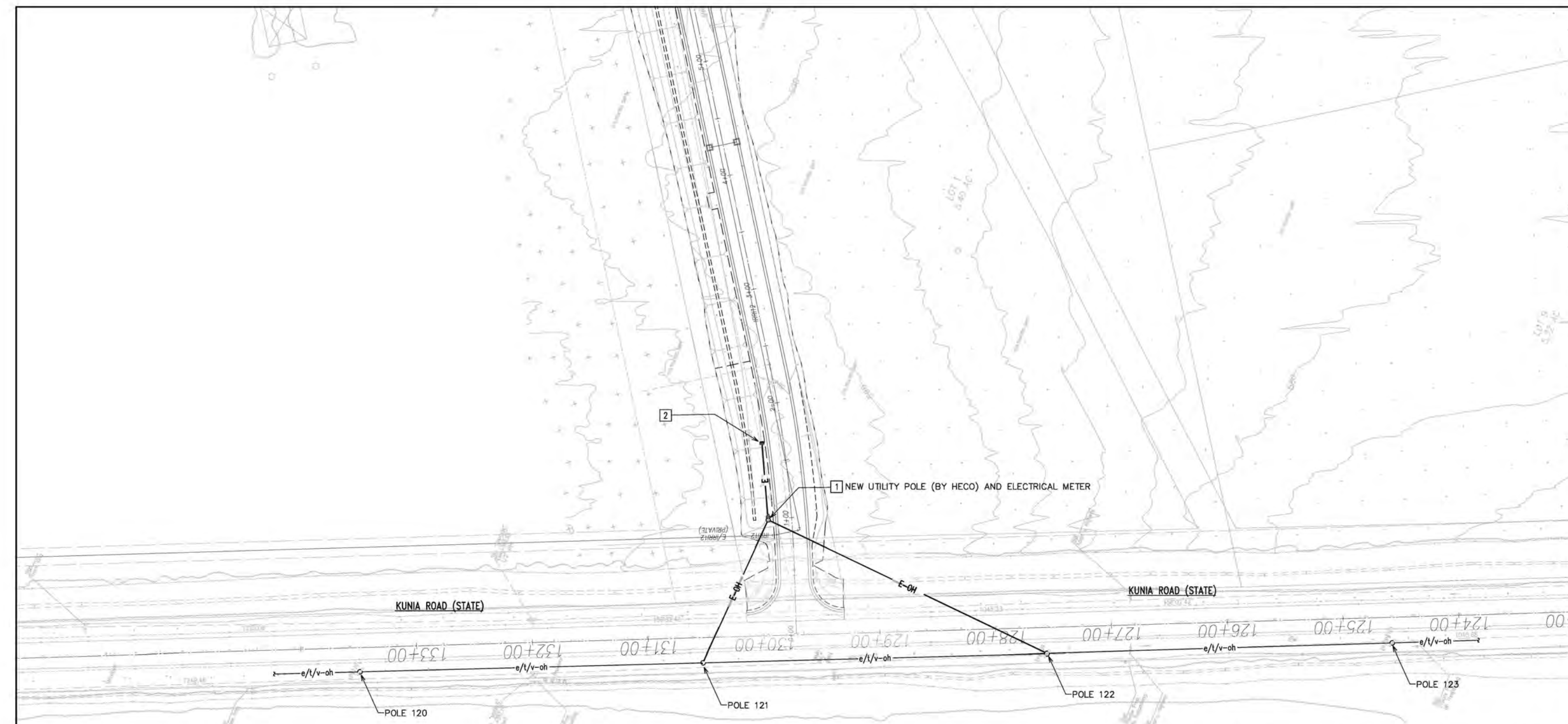
22. JOINT POLE REMOVAL

THE LAST JOINT POLE OCCUPANT OFF THE POLES SHALL REMOVE THE POLES.

23. AS-BUILT PLANS

THE CONTRACTOR SHALL PROVIDE HAWAIIAN ELECTRIC WITH A SET OF ELECTRONIC AND HARD COPY PLANS OF EACH SHEET SHOWING THE OFFSETS, STATIONING, AND VERTICAL ELEVATION OF THE DUCT LINE(S) CONSTRUCTED.

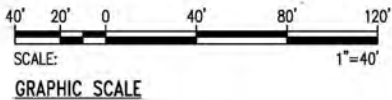
ENGINEER	JYO				
DRAFTSMAN	CAD				
CHECKED BY	SNS	REV	DATE	BRIEF	BY
<div>SCOTT N. SHIRASHI LICENSED PROFESSIONAL ENGINEER No. 147534-E HAWAII U.S.A.</div> <div>THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. "OBSERVATION OF CONSTRUCTION" IS DEFINED IN CHAPTER 16-115, HAWAII ADMINISTRATIVE RULES, ENTITLED "PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS AND LANDSCAPE ARCHITECTS."</div> <div>Scott Seigis SIGNATURE</div> <div>4/30/26 LIC. EXPIRATION</div> <div>R. M. TOWILL CORPORATION</div>		<div>Planning - Engineering - Environmental Services - Photogrammetry - Surveying - Construction Management R. M. TOWILL CORPORATION 8038 H-22 1133 2024 North King Street, Suite 200 Honolulu, Hawaii 96819-3494</div> <div>UTILITY SERVICES FOR ROYAL KUNIA AGRICULTURAL PARK KUNIA, EWA, OAHU, HAWAII TWC: 9-4-2-000</div> <div>HECO NOTES</div>			
		APPROVED :			
		CHIEF, TRAFFIC REVIEW BR. DEPARTMENT OF PLANNING AND PERMITTING		DATE		CHIEF, TRAFFIC SIGNALS & TECHNOLOGY BR., DEPARTMENT OF TRANSPORTATION SERVICES
FILE	POCKET	FOLDER	NO.		



ELECTRICAL PLAN
SCALE: 1"=40'

- NOTES:**
- 1 CONTRACTOR TO PROVIDE 2-5" RISERS AT UTILITY POLE. FINAL TERMINATION OF CONDUCTORS AND INSTALLATION OF METER WILL BE PERFORMED BY HECO.
 - 2 STUB & CAP FOR CONNECTION TO FUTURE UNDERGROUND UTILITY SERVICES.

DRAWING REVIEW
Reviewed for Hawaiian Electric Company Facilities Only
Final Review By: Hahn, Michael
First Review: _____ Second Review: _____
Customer Installation Division
Hawaiian Electric
Hawaiian Electric's review of these drawings shall in no way relieve the Customer, its Consultant, its Contractor or anyone acting on the Customer's behalf from the responsibility for engineering, design, materials and any other liability associated with this project including revisions made beyond this reviewed date.



ENGINEER	JYO	REV	DATE	BRIEF	BY	APPROVED
DRAFTSMAN	CAD					
CHECKED BY	SNS					

THIS WORK WAS PREPARED BY ME OR UNDER MY SUPERVISION AND CONSTRUCTION OF THIS PROJECT WILL BE UNDER MY OBSERVATION. OBSERVATION OF CONSTRUCTION IS DEFINED IN CHAPTER 18-115, HAWAII ADMINISTRATIVE RULES, ENTITLED "PROFESSIONAL ENGINEERS, ARCHITECTS, SURVEYORS AND LANDSCAPE ARCHITECTS."

Scott Shirashi 4/30/26
R. M. TOWILL CORPORATION

R. M. TOWILL CORPORATION
808 842 1133 2024 North King Street, Suite 200 Honolulu, Hawaii 96819-3494
UTILITY SERVICES FOR
ROYAL KUNIA AGRICULTURAL PARK
KUNIA, EWA, OAHU, HAWAII
TMR: 9-A-2-080

ELECTRICAL PLAN

APPROVED : _____

DATE: _____

CHEF, TRAFFIC REVIEW BR., DEPARTMENT OF PLANNING AND PERMITTING

CHEF, TRAFFIC SIGNALS & TECHNOLOGY BR., DEPARTMENT OF TRANSPORTATION SERVICES

FILE	POCKET	FOLDER	NO.
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**SIXTH AMENDMENT
TO
AMENDMENT AND RESTATEMENT
OF
MEMORANDUM OF UNDERSTANDING**

THIS SIXTH AMENDMENT TO AMENDMENT AND RESTATEMENT OF MEMORANDUM OF UNDERSTANDING (“Sixth Amendment”) is made this 17th day of December, 2025, by and between HASEKO ROYAL KUNIA, LLC (“Haseko”), a Hawaii limited liability company, successor in interest to RP2 VENTURES, LLC (“RP2”), and the DEPARTMENT OF AGRICULTURE AND BIOSECURITY, STATE OF HAWAII (“DAB”)¹;

RECITALS:

1. Halekua Development Corporation (“Halekua”) and DAB entered into that certain *Memorandum of Understanding* (“Original MOU”) dated March 30, 1993, for the purpose of setting forth the agreements and understanding by and between Halekua and DAB with respect to establishment and integration into the master plan for the Royal Kunia Phase II development by Halekua of a state agricultural park.

2. Halekua and DAB subsequently amended that Original MOU in writing and entered into that certain *Amendment and Restatement of Memorandum of Understanding* dated March 2, 2007 (“2007 MOU”), for the purpose of restating the agreements and understanding by and between Halekua and DAB with respect to establishment and integration into the master plan for the Royal Kunia Phase II development by Halekua of a state agricultural park.

3. Halekua and DAB further amended that 2007 MOU in writing and entered into that certain *First Amendment to Amendment and Restatement of Memorandum of Understanding* (“2009 MOU”) dated February 19, 2009, for the purpose of amending Paragraph E.a. of the 2007 MOU to extend the deadline for completion and submittal of the preliminary site plan to the DAB from December 31, 2008 to December 31, 2009.

4. Canpartners IV Royal Kunia Property LLC (“Canpartners”), as successor in interest to Halekua, and DAB subsequently amended that 2009 MOU in writing and entered into that certain *Second Amendment to Amendment and Restatement of Memorandum of Understanding* (“2012 MOU”) dated September 20, 2012, for the purpose of amending Paragraph E.a. of the 2009 MOU to extend the deadline for completion and submittal of the preliminary site plan to the DAB from December 31, 2009 to December 31, 2013.

5. Canpartners and DAB subsequently amended the 2012 MOU in writing and entered into that certain *Third Amendment to Amendment and Restatement of Memorandum of Understanding* (“2015 MOU”) dated July 28, 2015, for the purpose of amending Paragraph E.a.

¹ Effective June 27, 2025, pursuant to Act 236, Relating to Biosecurity (2025), the name of the “Department of Agriculture” was changed to the “Department of Agriculture and Biosecurity,” and the name of the “Board of Agriculture” was changed to “Board of Agriculture and Biosecurity.”

of the 2012 MOU to extend the deadline for completion and submittal of the preliminary site plan to the DAB from December 31, 2013 to December 31, 2015, and construction and installation of off-site infrastructure no later than December 31, 2016.

6. RP2, as successor in interest to Canpartners, and DAB subsequently amended that 2015 MOU in writing and entered into that certain *Fourth Amendment to Amendment and Restatement of Memorandum of Understanding* (“2020 MOU”) dated March 16, 2020, for the purpose of amending Paragraph E.b. of the 2015 MOU to extend the deadline for completion and construction of the irrigation infrastructure no later than February 28, 2021 and complete the construction and installation of the remainder of the off-site infrastructure to service the State Agricultural Park no later than June 30, 2021.

7. RP2, in consultation with DAB, commissioned the design of certain interim off-site infrastructure (the “Interim Infrastructure”) and the non-potable water infrastructure (the “Irrigation Infrastructure”) which Interim Infrastructure and Irrigation Infrastructure construction plans are currently being reviewed by the Department of Planning and Permitting (“DPP”).

8. On August 12, 2020, Haseko purchased TMK Parcels 9-4-002:084 (“Parcel 84(1-A)”), 085 (“Parcel 85(1-B)”), and 086 (“Parcel 86(1-C)”) from RP2 and assumed RP2’s obligations under the 2020 MOU. Parcel 84(1-A), Parcel 85(1-B), and Parcel 86(1-C) are collectively referred to herein as the “Haseko Parcels”.

9. On August 17, 2020, Ho`ohana Solar 1, LLC, successor petitioner as to Parcel 52 (“Ho`ohana Solar”), filed its Motion for Modification and Time Extension seeking an order modifying the Land Use Commission’s January 28 2015 *Order Granting Successor Petitioner (To Parcel 52), Ho`ohana Solar 1, LLC’s Motion for Order Amending the Amended Findings of Fact, Conclusions of Law, and Decision and Order filed on October 1, 1996*, to allow for modification to the solar farm authorized thereunder and the related timeframe for development of the modified solar farm.

10. On September 29, 2021, the Land Use Commission issued its *Order Granting Successor Petitioner (as to Parcel 52) Ho`ohana Solar 1, LLC’s Motion for Modification and Time Extension*, which was amended on November 1, 2021 by the Land Use Commission *Amended Order Granting Successor Petitioner (As to Parcel 52) Ho`ohana Solar 1, LLC’s Motion for Modification and Time Extension* (collectively the “2021 LUC Order”).

11. Haseko and DAB subsequently amended the 2020 MOU in writing and entered into that certain *Fifth Amendment to Amendment and Restatement of Memorandum of Understanding* (“2024 MOU”), dated January 10, 2024, for the purpose of (a) acknowledging Haseko as successor in interest to RP2, (b) acknowledging the conveyance of the 150-acre agricultural park site to the DAB and the acceptance thereof by the DAB in partial satisfaction of the agreements in the 2020 MOU, (c) to restate and modify the agreements between Haseko, as successor, and the DAB with respect to the timing of the processing of the Irrigation Infrastructure, Interim Infrastructure, Temporary Infrastructure, and the design and construction of the permanent off-site infrastructure as further described and defined in paragraph E below (the “Permanent Infrastructure”) (which for purposes of the Sixth Amendment, neither the Interim Infrastructure, Temporary Infrastructure, nor the Permanent Infrastructure includes the Irrigation Infrastructure) to the state agricultural park

and submittal of a revised master plan pursuant to Amended Conditions A.1 and A.2 of the 2021 LUC Order.

12. On February 15, 2024, Haseko filed its Motion to Amend the Offsite Infrastructure Date in Condition A.1 of the 2021 LUC Order, seeking an order to recognize Haseko's standing to seek and obtain the relief requested and to amend the 2021 D&O to amend the MOU's offsite infrastructure date in condition A.1 to be consistent with the 5th MOU, and to delete the requirement that the MOU be executed with six (6) months of the 2021 D&O.

13. On October 7, 2024, the Land Use Commission issued its Findings of Fact, Conclusions of Law, and Decision and Order Granting Motion to Amend the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1 (the "2024 LUC Order").

14. Haseko and DAB now desire to further amend and restate the Original MOU, the 2007 MOU, the 2009 MOU, the 2012 MOU, the 2015 MOU, the 2020 MOU, and the 2024 MOU (the Original MOU, as amended, is hereinafter sometimes referred to collectively as the "MOU") to (a) acknowledge Haseko as successor in interest to RP2, (b) acknowledge the conveyance of the 150-acre agricultural park site to the DAB and the acceptance thereof by the DAB in partial satisfaction of the agreements in the MOU, (c) to restate and modify the agreements between Haseko, as successor, and the DAB with respect to the timing of the processing of the **Irrigation Infrastructure**, Interim Infrastructure, Temporary Infrastructure, and the design and construction of the permanent off-site infrastructure as further described and defined in Paragraph E below (which for purposes of this Sixth Amendment, neither the Interim Infrastructure nor the Permanent Infrastructure includes the Irrigation Infrastructure) to the state agricultural park and submittal of a revised master plan pursuant to Amended Conditions A.1 and A.2 of the 2021 LUC Order.

NOW, THEREFORE, in consideration of the Recitals set forth above and other consideration, the receipt and sufficiency of which is hereby acknowledged, Haseko and DAB do hereby amend and restate Paragraphs A through O of the MOU in their entirety as follows:

A. Confirmation of Conveyance of 150-Acre Parcel. DAB does hereby acknowledge and confirm that by Warranty Deed with Reversion dated February 23, 2004, recorded in the Bureau of Conveyances of the State of Hawai'i as Document No. 2004-040601 (the "State Ag Park Deed"), the agreed upon 150 acres of land within the Royal Kunia Phase II development was conveyed by Halekua to the State of Hawai'i, by and through its Board of Land and Natural Resources, for the DAB's use as and to establish a state agriculture park thereon (herein the "State Agricultural Park"). The DAB further confirms that it has accepted the conveyance of the lands comprising the State Agricultural Park by the State Ag Park Deed as being in full and complete satisfaction of the land conveyance component of its agreements with Canpartners notwithstanding the fact that the actual conveyance occurred beyond the original December 31, 1997 deadline date.

B. Use of State Agricultural Park. The State Agricultural Park is intended to benefit the small diversified farmer and use of the State Agricultural Park shall be intended for diversified agricultural production, including, without limitation, floriculture, foliage and orchard production. In addition, the DAB shall have the right and option (but is not required) to develop and construct up to a maximum of fifty (50) related agricultural farm dwellings or farm employee housing units within the State Agricultural Park. If any of these agricultural farm dwellings or farm employee

housing units are developed by the DAB on the State Agricultural Park, the same shall not at any time be offered for sale by the DAB.

C. Certain Use Prohibitions within State Agricultural Park. Since the State Agricultural Park will be located adjacent to an urban residential community, commercial livestock and other activities associated with or related thereto shall be prohibited within the State Agricultural Park.

D. Canpartners Included State Agricultural Park in Land Plan. Canpartners previously incorporated the State Agricultural Park into its land plan for the Royal Kunia Phase II subdivision and jointly with the DAB prepared a preliminary site plan for the State Agricultural Park reflecting the locations of how Canpartners intended to lay out the roadway and infrastructure connections to be provided to the boundary of the State Agricultural Park parcel. The DAB accepted and approved Canpartner's preliminary site plan by letter dated March 31, 2015. The DAB extends this acceptance of the preliminary site plan to Haseko, subject to Haseko's right to modify its plans for the roadway and infrastructure connections based on Haseko's land development plans.

E. Haseko to Design and Construct Certain Off-Site Infrastructure to the State Agricultural Park. Subject to receipt of DAB's approval, which approval shall not be unreasonably withheld, conditioned or delayed, Haseko shall design and construct the Permanent Infrastructure improvements for the State Agricultural Park, to include a roadway, potable water (exclusive of the Irrigation Infrastructure and any associated water commitment), electrical and communications, and gravity sewer, up to the property boundary of the State Agricultural Park at no cost to the DAB ("Permanent Infrastructure"). For purposes of this Sixth Amendment, the Permanent Infrastructure shall not include the Irrigation Infrastructure, which Ho'ohana Solar and Haseko Royal Kunia, LLC are obligated to design and construct, pursuant to Amended Condition B.1 of the 2021 LUC Order. The Permanent Infrastructure shall be sufficient to service the agricultural uses contemplated by the DAB for the State Agricultural Park and shall be sufficient to service the maximum of fifty (50) agricultural farm dwellings or farm employee housing units (if the DAB determines that the same shall be a part of the State Agricultural Park). In connection therewith Haseko and the DAB agree as follows:

1. R. M. Towill has prepared design plans for the Interim Infrastructure for DAB that provides the roadway, potable water, gravity sewer, and electrical and communications connections to the property boundary of the State Agricultural Park to service the contemplated improvements on the State Agricultural Park. This site plan has been accepted by DAB and has been submitted to DPP for permitting. It is understood and agreed that Haseko shall be entitled to make such changes and modifications to the approved design plans as may be required to address and satisfy any comments made or issues raised by appropriate governmental agencies of the State of Hawaii and/or City and County of Honolulu, with the further consent or approval of the DAB, which consent or approval shall not be unreasonably withheld, conditioned or delayed. The purpose of the Interim Infrastructure plan is to provide DAB with a bonded infrastructure plan that will provide infrastructure to the DAB in the event Haseko is unable to perform the Permanent Infrastructure which would be determined, in part, by Haseko's failure to perform the deadlines in this Sixth Amendment.

2. Haseko will provide the DAB with Temporary Infrastructure that will include functional electrical power to the boundary of the State Agricultural Park by the date that DAB has an end user in place, which date shall not exceed September 30, 2028 when the Permanent Infrastructure is to be delivered; and potable water to the boundary of the State Agricultural Park by December 31, 2025 (collectively, “Temporary Infrastructure”. The Irrigation Infrastructure has been completed and accepted by the DAB on October 1, 2025, and the roadways, telecommunication, and sewer will be included with the Permanent Infrastructure. The Temporary Infrastructure is separate and apart from the Interim Infrastructure, which site plans shall be reviewed and approved by DPP. The site plans for the electrical power of the Temporary Infrastructure have been approved by HECO and were delivered to DAB on October 6, 2025. The Temporary Infrastructure will provide functional electrical power and potable water for DAB to begin development and management, and continued operation of the agricultural park. The Temporary Infrastructure shall be maintained and operated by Haseko until the Permanent Infrastructure is completed and operational for DAB use within the Agricultural Park. Haseko and DAB agree that the obligation to provide Temporary Infrastructure (functional electrical power and potable water) to the agricultural park will terminate when Permanent Infrastructure is delivered. Haseko proposed and DAB agreed that Haseko will file a motion to amend the 2024 LUC Order to amend the MOU’s offsite infrastructure date in Condition A.1 to be consistent with this Sixth Amendment. DAB agrees to provide reasonable assistance in obtaining and expediting approvals to provide Temporary Infrastructure to the State Agricultural Park.

3. Upon completion by Haseko of its design of the Permanent Infrastructure, Haseko shall forward its design plans to the DAB for its approval, which approval shall not be unreasonably withheld, conditioned or delayed. Should the DAB not provide its approval or substantive comments to Haseko’s plans or any modified plans within thirty (30) days following receipt by DAB, such design plans shall be deemed approved.

4. After the DAB approves the Permanent Infrastructure plans, Haseko shall, at its sole cost and expense, (i) obtain all necessary governmental permits and approvals for construction of such Permanent Infrastructure, and (ii) arrange for and substantially complete the construction and installation of the Permanent Infrastructure to service the State Agricultural Park no later than September 30, 2028, or such later date to which Haseko and the DAB shall mutually agree, subject to extension in such substantial completion date for construction industry recognized force majeure events, including extraordinary delays by the City and County of Honolulu in reviewing and issuing all necessary permits for the construction and installation of such Permanent Infrastructure. Any extension for the construction and installation of Temporary Infrastructure and/or Permanent Infrastructure must be negotiated with and agreed to in writing. DAB acknowledges that the foregoing date to complete the construction and installation of the Permanent Infrastructure is five (5) years after the deadline set forth under Amended Condition A.1 of the 2021 LUC Order due to several factors including, but not limited to, Haseko’s completion of its land development plans, sequencing of the various subdivisions necessary to develop the areas near the State Agricultural Park, and obtaining the necessary approvals, permits, and other authorizations.

5. Haseko acknowledges that RP2 has submitted (a) construction plans for the Interim Infrastructure which have been accepted by DAB, and have been submitted to DPP (b)

and upon receipt of proper authorization from the landowners, will submit a subdivision application to the DPP to designate an easement over a portion of the Parcel Haseko Parcels (which portion is identified as Lots 1-A, 1-B and 1-C, with TMK Parcels 9-4-002:084, 085, and 086), and a portion of Parcel 52 (which portion identified as Lot B with TMK Parcel 9-4-002:052) owned by Robinson Kunia Land LLC for such Interim Infrastructure.

6. Notwithstanding the foregoing, Haseko has been working on its land development plan for the Haseko Parcels. In connection with such land development plan, Haseko's consultants have just begun designing the Permanent Infrastructure that will be incorporated into proposed Road Y Phase 2 which will provide permanent access and utility services to the State Agricultural Park.

7. Because the location of the Interim Infrastructure was not based on Haseko's land development plan, but was based on RP2's best estimate on where Road Y and the residential parcels would be located, the Permanent Infrastructure (and not the Interim Infrastructure), will be utilized to provide the appropriate permanent utility connections to the boundary of the State Agricultural Park at the mutually agreed upon designated location.

F. Bond Requirement. Upon receipt of (a) tentative approval from DPP Subdivision Branch of the proposed subdivision involving the Interim Infrastructure and (b) approval of the Interim Infrastructure construction plans, Haseko agrees to obtain, at no cost to DAB, a bond (or such other financial security instrument acceptable to the DPP, the DAB and Haseko) covering the cost for the completion of the Interim Infrastructure ("Interim Security"). In addition, upon (a) receipt of tentative approval of the subdivision creating the right-of-way lot for Road Y Phase 2 and (b) approval of the construction plans for Road Y Phase 2, Haseko agrees to obtain, at no cost to DAB, a new bond (or such other financial security instrument acceptable to the DPP, the DAB and Haseko) covering the cost for the completion of Road Y Phase 2, the right-of-way, and the Permanent Infrastructure ("New Security"). It is the intent that upon the issuance of the New Security, the Interim Security will be canceled.

G. DAB Responsible for All Other Costs of State Agricultural Park. The DAB shall assume responsibility for the development and payment of all costs (other than those set forth in this Sixth Amendment as being expressly assumed by Haseko) associated with the development, operation and maintenance of the State Agricultural Park and the agricultural farm dwellings and/or farm employee housing units to be developed thereon.

H. Coordinate Developments. Haseko and the DAB shall use their best efforts to work jointly to coordinate the development of their respective portions of the Royal Kunia Phase II project. Pertinent information shall be shared by each party with the other upon request.

I. Hawaii Farm Bureau Federation. The DAB, to the extent permitted by law or regulation, shall involve the Hawaii Farm Bureau Federation in the utilization, operation, and management of the State Agricultural Park with the intent of maximizing the efficiency and success of the diversified farming efforts at the State Agricultural Park.

J. DAB Support of Land Use Approvals. The DAB shall assist and support Haseko in its efforts to obtain and maintain the necessary land use approvals for the Royal Kunia Phase II

project, as well as in Haseko's efforts to obtain the necessary Permanent Infrastructure permit approvals and related authorizations. Any assistance and support by the DAB shall be limited to the extent permitted by the applicable statutes and rules.

K. Restrictive Use Covenant on State Agricultural Park. The time periods for initiation of the development of on-site improvements for the State Agricultural Park and for the DAB to achieve active utilization of the State Agricultural Park set forth in Paragraph K of the Original MOU are hereby deleted in their entirety. Instead, the State Agricultural Park shall be subject to a restrictive use covenant providing that the State Agricultural Park shall only be used as an agricultural park or for similar agricultural purposes, including diversified agriculture. If at any time in the future the DAB ceases to use or abandons the use of the State Agricultural Park as an agriculture park or similar agricultural purposes, including diversified agricultural, then, and in such event, the 150-acre parcel comprising the State Agricultural Park shall be subject to a reversion in favor of certain "Robinson Owners" as more particularly defined in the State Ag Park Deed.

L. No Adverse Impact on Lands Adjoining State Agricultural Park. The DAB agrees to use its best efforts to minimize the impact of the State Agricultural Park on the adjacent lands being developed for residential, industrial and other urban uses.

M. Assistance with Non-Potable Water System. The DAB will utilize reasonable best efforts to require Ho'ohana Solar to comply with Amended Condition B.1 of the 2021 LUC Order, related to the development and maintenance of the Irrigation Infrastructure to service irrigation and other non-potable water needs of the Royal Kunia Phase I and Phase II projects, including the State Agricultural Park. Haseko will also utilize reasonable best efforts to require Ho'ohana Solar to comply with the agreement entered into between Haseko and Ho'ohana Solar.

N. Purpose of Amended and Restated MOU. The parties hereto agree that this Amended and Restated MOU is being executed to evidence their mutual understandings and agreements regarding the conveyance of the 150-acre parcel comprising the State Agricultural Park to the DAB, the design and development by Haseko of certain off-site infrastructure to service the State Agricultural Park, and certain use restrictions and limitations applicable to the DAB's use of the State Agricultural Park. This Sixth Amendment replaces the Original MOU, the 2007 MOU, the 2009 MOU, the 2012 MOU, the 2015 MOU, the 2020 MOU, and the 2024 MOU in their entirety.

O. Amendment. This Sixth Amendment may be amended from time to time by instrument in writing signed by both Haseko and the DAB.

P. Counterpart. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same agreement binding on the parties hereto.

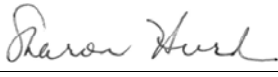
[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, this Sixth Amendment to Amendment and Restatement of Memorandum of Understanding is made and executed by Haseko and the DAB as of the day and year first above written.

HASEKO ROYAL KUNIA, LLC ,
a Hawaii limited liability company

By: 
Name: **Masayuki Narahara**
Title: **President**

**DEPARTMENT OF AGRICULTURE
AND BIOSECURITY,
STATE OF HAWAII**

By: 
Name: **Sharon Hurd**
Title: **Chairperson, Board of Agriculture and Biosecurity**

APPROVED AS TO FORM:



BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In the Matter of the Petition of	)	DOCKET NO. A92-683
)	
HALEKUA DEVELOPMENT	)	DECLARATION OF PETER D. KWAN
CORPORATION, a Hawai'i corporation)	
)	
To Amend the Agricultural Land Use)	
District Boundary into the Urban)	
Land Use District For Approximately)	
503.886 acres at Waikele and Hō'ae'ae,)	
`Ewa, O'ahu, City and County of)	
Honolulu, State of Hawai'i, Tax Map)	
Key No. 9-4-02: 01, portion of 52, 70 and)	
71)	
_____)	

DECLARATION OF PETER D. KWAN

PETER D. KWAN states as follows:

1. I am over 18 years of age, and I am the Vice President of Haseko Construction Management Group, Inc. I have personal knowledge of the matters set forth in this Declaration, and, if called upon to testify, I could and would competently testify thereto.
2. The Irrigation Infrastructure was substantially completed by August 31, 2024, and the potable water line is on schedule to be completed by December 31, 2025.
3. The Royal Kunia Agricultural Park has not yet been constructed; therefore, there is no end user for the temporary electricity, and the temporary electrical power lines cannot be installed according to HECO.

4. The drawings and plans for the temporary electrical power lines have been reviewed and approved by HECO; therefore, the temporary electrical power lines will be constructed as soon as there is an end user in place prior to the completion of the Permanent Infrastructure.

5. Once the Permanent Infrastructure is completed, there will be no need for the Temporary Infrastructure for the Agricultural Park.

I declare under penalty of law that the foregoing is true and correct.

Executed this 18th day of December 2025.

A handwritten signature in cursive script, reading "Peter D. Kwan".

PETER D. KWAN

BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAII

In the Matter of the Petition of	)	DOCKET NO. A92-683
)	
HALEKUA DEVELOPMENT	)	DECLARATION OF CURTIS T.
CORPORATION, a Hawai'i corporation	)	TABATA
)	
To Amend the Agricultural Land Use)	
District Boundary into the Urban)	
Land Use District For Approximately)	
503.886 acres at Waikele and Hō'ae'ae,)	
`Ewa, O'ahu, City and County of)	
Honolulu, State of Hawai'i, Tax Map)	
Key No. 9-4-02: 01, portion of 52, 70 and)	
71)	
_____)	

DECLARATION OF CURTIS T. TABATA

CURTIS T. TABATA states as follows:

1. I am over 18 years of age, and I am one of the attorneys representing Haseko Royal Kunia, LLC ("Haseko"), the successor petitioner in the above-entitled matter. I have personal knowledge of the matters set forth in this Declaration, and, if called upon to testify, I could and would competently testify thereto.

2. A true and correct copy of the Findings of Fact, Conclusions of Law, and Decision and Order Granting Motion to Amend the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1 filed October 7, 2024 ("2024 D&O"), is attached to Haseko's Memorandum in Support of the Motion re Haseko Royal Kunia,

LLC's 2025 Motion for Order Amending the Memorandum of Understanding's Offsite Infrastructure Date in Condition A.1. ("Memorandum") as Exhibit "1".

2. A true and correct copy of the Petition Area map is attached to the Memorandum as Exhibit "2".

3. A true and correct copy of Haseko's 2025 Annual Status Report, dated October 6, 2025 is attached to the Memorandum as Exhibit "3".

3. A true and correct copy of the emails from September 2025 between Haseko and the Hawaiian Electric Company is attached to the Memorandum as Exhibit "4".

4. A true and correct copy of the drawings and plans for the temporary electrical power line is attached to the Memorandum as Exhibit "5".

5. A true and correct copy of the Sixth Amendment to Amendment and Restatement of Memorandum of Understanding is attached to the Memorandum as Exhibit "6".

I declare under penalty of law that the foregoing is true and correct.

Executed this 22nd day of December 2025.


CURTIS T. TABATA

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAI'I

In the Matter of the Petition of	)	DOCKET NO. A92-683
)	
HALEKUA DEVELOPMENT	)	CERTIFICATE OF SERVICE
CORPORATION, a Hawai'i corporation)	
)	
To Amend the Agricultural Land Use)	
District Boundary into the Urban)	
Land Use District For Approximately)	
503.886 acres at Waikele and Hō'ae'ae,)	
`Ewa, O'ahu, City and County of)	
Honolulu, State of Hawai'i, Tax Map)	
Key No. 9-4-02: 01, portion of 52, 70 and)	
71)	
_____)	

CERTIFICATE OF SERVICE

I hereby certify that an e-stamped copy of the foregoing document was duly served upon the following **AS INDICATED BELOW** on December 26, 2025.

MARY ALICE EVANS, DIRECTOR	HAND-DELIVERY
RUBY M. EDWARDS	
AARON H. SETOGAWA	
Office of Planning and Sustainable Development, State of Hawai'i	
235 South Beretania Street, Room 600	
Honolulu, HI 96813	

ALISON S. KATO, ESQ.	HAND-DELIVERY
Deputy Attorney General	
Department of the Attorney General, State of Hawai'i	
425 Queen Street	
Honolulu, HI 96813	

DAWN TAKEUCHI-APUNA, DIRECTOR
DINA WONG
FRANZ KRAINTZ
Department of Planning and Permitting
City and County of Honolulu
650 South King Street, 7th Floor
Honolulu, HI 96813

HAND-DELIVERY

BRAD TAMIO SATO, ESQ.
PONO ARIAS, ESQ.
Deputy Corporation Counsel
Department of Corporation Counsel
City and County of Honolulu
1001 Bishop Street, Suite 2020
Honolulu, HI 96813

HAND-DELIVERY

ROBINSON KUNIA LAND LLC
c/o RUSH MOORE LLP
ATTN: STEPHEN K.C. MAU, ESQ.
745 Fort Street, Suite 800
Honolulu, HI 96813

HAND-DELIVERY

RK II PARTNERS LLC
c/o SCHLACK ITO
ATTN: DEREK R. KOBAYASHI, ESQ.
BRITTNEY M. WU, ESQ.
745 Fort Street, Suite 1500
Honolulu, HI 96813

HAND-DELIVERY

JUPITER HOLDINGS LLC
ATTN: MR. NORMAN I. TATCH
24 Corporate Plaza, Suite 100
Newport Beach, CA 92660

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

HOOHANA SOLAR 1, LLC
ATTN: JENNIFER A. LIM, ESQ.
Law Office of Jennifer A. Lim LLC
2299 B Round Top Drive
Honolulu, HI 96822

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

RKES, LLC
ATTN: PATRICK K. KOBAYASHI
1288 Ala Moana Boulevard, Suite 201
Honolulu, HI 96814

U.S. CERTIFIED MAIL
RETURN RECEIPT
REQUESTED

DATED: Honolulu, Hawai'i, December 26, 2025.

Of Counsel:

MATSUBARA, KOTAKE & TABATA
A Law Corporation



BENJAMIN M. MATSUBARA

CURTIS T. TABATA

Attorneys for

HASEKO ROYAL KUNIA, LLC