

COUNTY OF HAWAII STATE OF HAWAII

RESOLUTION No. 364 91

WHEREAS, The County of Hawaii, through its Housing Agency's goals and objectives has established as one of its housing goals, to promote new, innovative and flexible housing developments to meet the changing needs of residents; and

WHEREAS, the Mayor of the County of Hawaii is empowered to designate areas of land for experimental and demonstration housing projects to research and develop ideas to reduce the cost of housing; and

WHEREAS, the Office of Housing and Community Development has completed a preliminary feasibility analysis and has concluded that the proposed "300 Acre Waikoloa Village Affordable Housing Project" is economically feasible and is appropriate to research and develop ideas to reduce the cost of developing rental and for-sale housing units; and

WHEREAS, the designation of approximately 340 acres of land, for experimental and demonstration housing purposes is necessary for the timely and successful development of reasonably priced housing units for rent and for-sale; and

WHEREAS, a public hearing on this matter has been conducted in compliance with the requirements of the Section 46-15, Hawaii Revised Statutes (HRS).

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE COUNTY OF HAWAII that the Mayor is hereby authorized to designate the "300 Acre Waikoloa Village Affordable Housing Project" (See Exhibit A) for an experimental and demonstration housing project as provided by Section 46-15, HRS, upon acceptance of the deed to transfer the land by the County of Hawaii.

BE IT FURTHER RESOLVED that the Mayor is authorized to designate the Housing Administrator of the County of Hawaii to serve as the designated county official to administer this Experimental and Demonstration Housing Project as provided by Section 46-15, HRS.

BE IT FURTHER RESOLVED that the County Clerk be directed to forward true copies of this Resolution to the Nansay Hawaii Inc. and the Office of Housing and Community Development.

Dated at Hilo, Hawaii, this 21st day of August, 1991.

INTRODUCED BY:

Harry S Ruddle
 Councilman, County of Hawaii

COUNTY COUNCIL
 County of Hawaii
 Hilo, Hawaii

ROLL CALL VOTE

I hereby certify that the foregoing RESOLUTION was by the vote indicated to the right hereof adopted by the COUNCIL of the County of Hawaii on August 21, 1991.

ATTEST:

	AYES	NOES	ABS	EX
ARAKAKI			X	
DE LIMA	X			
DOMINGO	X			
HALE	X			
KOKUBUN	X			
LAI	X			
MAKUAKANE	X			
RUDDLE	X			
SCHUTTE	X			
	8	0	1	0

Reference _____
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Russell Koub
 COUNTY CLERK CHAIRMAN & PRESIDING OFFICER

PROJECT SITE

WAIKOLOA VILLAGE AFFORDABLE HOUSING EXPERIMENTAL AND DEMONSTRATION PROJECT

APPROXIMATELY 340 ACRES

DEVELOPMENT PROGRAM

LAND USE / Residential	% OF ACRES
A	13.0
B	17.0
C	19.0
D	25.0
E	18.0
F	8.0
G	9.0
H	14.0
I	14.0
J	10.0
K	10.0
L	14.0
M	9.0

Total	
Non-Residential	
Community Park	7.0
Comm V/Churches	8.5
Drainage Retention	7.1
Collector Roads	11.0
Drainage A	
Landscape Easements	5.7
Major Drainage	5.0
Total	44.4
Total Buildable Area:	
Non-Buildable Areas	
Urban Easement	1.0
Pool/Stream	15.7
Slopes	41.9
Total	58.6

- Gravel/Port / Slope more than 18%
- Drainage Retention
- Paved Area
- Pedestrian System
- Major Drainage

RIGHT OF ENTRY

This Right of Entry is made this 11th day of DECEMBER, 1991, by and between the COUNTY OF HAWAII, hereinafter called the Grantor, and WAIKOLOA SANITARY SEWER COMPANY & WAIKOLOA DEVELOPMENT CO. hereinafter called the Grantee.

The Grantor does hereby grant to the Grantee a right of entry and temporary license for the rendering of services required to construct a temporary Sewer Treatment Plant and other related off-stie infrastructure improvements at Waikoloa, S. Kohala, Lot 5 of File Plan 2038, TMK: 6-8-02: Portion of 26, under the following conditions:

1. Grantee shall indemnify, defend and hold harmless Grantor from and against any and all liability, damages, costs, expenses, demands, or proceedings for property damage, personal injury, or death arising out of, resulting from, or connected with, the exercise of Grantee's rights under this license, excepting damages caused solely by the negligence or fault of Grantor.
2. This license shall remain effective for a one-year period from the date above written, provided, that the Finance Director may extend this license for additional year periods.
3. Either Grantor or Grantee may terminate this license upon giving the other party thirty(30) days written notice.

GRANTEE
WAIKOLOA SANITARY SEWER COMPANY
By: [Signature]
Its: Vice President

WAIKOLOA DEVELOPMENT CO.
By: Waikoloa Management Co.
Its: General Partner
By: Waikoloa Land Company, Inc.
Its: General Partner
By: [Signature]
Its: Vice President

GRANTOR
COUNTY OF HAWAII

By: [Signature]
LORRAINE R. INOUE
Its Mayor

RECOMMEND APPROVAL:

[Signature]
WILLIAM TAKABA
Finance Director

[Signature]
BRIAN T. NISHIMURA
Administrator, OHCD

APPROVED AS TO FORM AND LEGALITY:

[Signature]
Deputy Corporation Counsel
County of Hawaii
Date: 12-20-91