

URBAN RENEWAL PLAN

KAIKO'O PROJECT No. HAWAII R - 4
HILO, HAWAII

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Hawaii Redevelopment Agency

Hilo, Hawaii

CODE NO. C-213

AMENDED
URBAN RENEWAL PLAN
FOR THE
KAIKO'O PROJECT
PROJECT NO. HAWAII R-4

PART I - TEXT
PART II - EXHIBITS (MAPS)

HAWAII REDEVELOPMENT AGENCY
County of Hawaii
Hilo, Hawaii

June 25, 1965

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B. DESCRIPTION OF PROJECT

1. Boundaries of Urban Renewal Area

a. Project Location

The project area is located in the northeast section of the City of Hilo generally corresponding to the area devastated by the Seismic wave of May 23, 1960, hereinafter more particularly described.

b. Boundary Description

The project area contains an area of 349 acres, more or less, and includes all of that certain tract of land in Hilo, County of Hawaii, State of Hawaii, and more particularly bounded and described as follows:

Beginning at a point which is the extension of the tangent from the intersection of the northeast right-of-way line of Ocean View Drive and the east right-of-way line of Coconut Road and the intersection of the shoreline of Hilo Bay and running clockwise as follows:

- 1) South along the extension of the east right-of-way line at the beginning of Coconut Road to a point which is the intersection of this line and the extension of the south right-of-way line of Ocean View Drive;
- 2) Thence northeast along the south right-of-way line of Ocean View Drive to the south right-of-way line of Banyan Drive;
- 3) Thence along the southerly boundary of Banyan Drive to the north corner of Lot 2-1-06-29;
- 4) Thence southwest along the southerly right-of-way of Ocean View Drive to the north right-of-way line of Kamehameha Street;
- 5) Thence west along the north right-of-way of Kamehameha Street to a point which is the northerly extension of the west lot line of Lot 2-2-32-10;
- 6) Thence south along the westerly line of Lots 2-2-32-10 and 60 to the north right-of-way line of Kuawa Street;
- 7) Thence west along the north right-of-way line of Kuawa Street to the intersection of the west right-of-way line with Manono Avenue;
- 8) Thence south along the West right-of-way line of Manono Avenue to the south right-of-way line of Kawelolani Street;

- 9) Thence west along the south right-of-way line of Kawelolani Street to the northwest corner of Lot 2-2-31-10;
- 10) Thence south along the west lot line of Lots 2-2-31-10, 11, and 12 to the south right-of-way line of Hualani Street;
- 11) Thence northwest along the southerly lot line of Lot 2-2-31-4 to the intersection of Lot 2-2-31-1;
- 12) Thence along the southerly boundary of Lot 2-2-31-1 and the westerly boundary of Lot 2-2-31-1 to the northernmost point of Lot 2-2-29-7;
- 13) Thence along the northerly boundary of Lot 2-2-29-7 to the southeast corner of Lot 2-2-14-9;
- 14) Thence west along the south boundary of Lot 2-2-14-9 to the intersection of the west right-of-way line of Piopio Street;
- 15) Thence south along a line which is the extension of the westerly right-of-way line of Piopio Street to the intersection of the south right-of-way line of Kilauea Street;
- 16) Thence northwest along the south right-of-way line of Kilauea Street to the intersection of the west right-of-way line of Ponahawai Street;
- 17) Thence along the west right-of-way line of Ponahawai Street to the point at the intersection of Hilo Bay and the extension of the west right-of-way line of Ponahawai Street;
- 18) Thence east along the shoreline of Hilo Bay to the point of beginning.

Said boundaries are delineated and shown on the attached Exhibit II-A, "Boundary Map" (Map C 213 (1) (b), which is an integral part of this Plan.

2. Urban Renewal Project Activities Proposed

The only type of activity proposed for this Urban Renewal Area is disaster clearance and redevelopment. Therefore, the entire project is to be considered a redevelopment section as defined in the Federal Housing Act of 1949, as amended, hence, this Renewal Plan also constitutes the Redevelopment Plan.

a. The scope of work to be undertaken by the Agency in executing this plan includes the overall administration of the project and the following:

- (1) Acquisition of all real property within the project necessary to carry out this Plan, except those which may be exempted under Section D-1 of this Plan.
- (2) Assist in the relocation of individuals, families and businesses whose lands or premises have been acquired by the Agency.
- (3) Management of property from the time the Agency takes possession and/or title thereof until occupants are relocated therefrom and the same are disposed of in accordance with the Plan.
- (4) Demolition and removal of buildings and improvements as they are vacated, except for any improvements that may qualify for continued use or retention as Limited Commercial, Limited Industrial, or Temporary Non-Conforming Uses under Sections C and D of this Plan.
- (5) Designation of project lands for uses appropriate for either "Elevated Areas" or "Open Areas" as hereinafter defined and the preparation of project lands for the re-zoned uses by clearance, grading, filling, and installing of new streets, utilities and other site improvements necessary to carry out the objectives of this Plan.
- (6) Disposition of all acquired project land by sale or lease to private, public or quasi-public developers at its fair value for development or redevelopment in the new uses in accordance with this Plan.

3. Execution of Renewal Plan - Other Public Bodies

a. Other public bodies responsible for carrying out the Plan besides the Agency are the State of Hawaii, through its Department of Land and Natural Resources and the County of Hawaii. The responsibilities and functions of each such public agency shall be incorporated in cooperation agreements to be executed by each with the Agency and shall generally include the following:

(1) State of Hawaii

The State of Hawaii, through its Department of Land and Natural Resources will acquire from the Agency at its fair value all lands in open areas

designated for State park, recreational, agricultural, and other related uses, and will construct and install necessary improvements and facilities thereon and maintain the same for the uses and purposes designated therefor by this Plan. Said agencies will commit themselves through cooperation agreements to subject all of their lands exempted from acquisition to the terms, covenants, conditions and requirements of this Plan and the Declaration of Restrictions applicable to public uses within the Project.

(2) County of Hawaii

The County of Hawaii will, through the execution of a cooperation agreement with the Agency: (a) commit itself to the payment or contribution of the local grants-in-aid toward the financing of this Project as provided in any contract for financial assistance with the Federal Government, (b) subject all of its lands exempted from acquisition to the terms, covenants, conditions and requirements of this Plan and the Declaration of Restrictions applicable to public uses within the Project, and (c) acquire from the Agency at its fair value any lands in open areas designated for county park, recreational and related uses and purposes, construct and install necessary improvements and facilities thereon, and operate and maintain the same for the uses and purposes designated therefor by this Plan.

The County of Hawaii, through its Department of Public Works, Board of Water Supply, County Planning Commission and the Department of Parks and Recreation, will further aid and cooperate in the undertaking of this Project by:

- (a) Approving as necessary, the designs and plans for street improvements applicable thereto.
- (b) Providing inspection services as necessary for the construction or installation of site improvements, such as: sewer mains and appurtenances, storm drains and appurtenances, water mains and appurtenances, street lighting system, traffic control and signal system, street paving, curbs, gutters and sidewalks.
- (c) Rezoning project lands for the uses designated therefor in this Plan.

C. LAND USE PLAN

The general purpose and objective of this Renewal Plan is to designate lands within the Project Area for such reuse as will minimize the danger of loss of life or damage to property in areas subject to possible inundation and flooding from future seismic waves. To accomplish such purpose and objective, this Plan provides for the classification of the Project Area into two categories, i. e., "Elevated Areas," and "Open

Areas," and for the designation of land uses appropriate for each such category as specified in this Section C of the Plan.

1. Land Use Map

Attached as Exhibit II-B under Part II of this Plan is the "Land Use Map" of the Project Area, showing among other things:

- a. Rights-of-way of all major thoroughfares and public streets within the Project Area, including existing major highways (with Federal aid) and existing major streets (without Federal aid), and all other public streets whose locations are fixed, or, if tentative, are subject to minor modification, relocation or elimination.
- b. All other public uses to be established by the Plan in locations which are fixed, or, which, if tentative, are subject to only minor modifications. All such public and related uses, existing or to be designated, will be located only in those areas shown on the Land Use Map for and as "open uses," except for any proposed civic center site which shall be located in the "elevated area."
- c. Land uses, other than public rights-of-way and public uses hereinabove referred to, to be provided for in the Plan consist of:
 - (1) Commercial uses, including civic center and hotel uses.
 - (2) Limited Commercial
 - (3) Limited Industrial
 - (4) Open uses, including public, agricultural, off-street parking and Temporary Non-Conforming Uses.

2. Land Use Provisions and Building Requirements

The land uses mentioned in Subsection C-1 above and shown on the Land Use Map will become effective and will be governed by: (a) applicable public regulations currently in effect or as the same exist or are amended from time to time; and (b) the requirements, restrictions and controls hereinafter specified in this Subsection C-2, as implemented by and set forth in the Declaration of Restrictions imposed as covenants running with all land within the Project Area to be disposed of or retained as redevelopment sites.

a. Statement of uses and controls for each land use category.

- (1) In Elevated Areas. "Elevated Areas" refer to those particular areas within the Project area as shown on the Land Use Map which now, or subsequently will be improved to, stand at such elevation above sea level so as

to afford a reasonable degree of protection or safety from damage or devastation caused by a seismic wave of the size and nature as that occurring on May 23, 1960. Provided, nothing stated herein shall be construed as a warranty or guaranty by this Plan or by the Hawaii Redevelopment Agency through its adoption of this Plan, against any loss, injury or damage to persons or property within such elevated areas in the event of future seismic waves.

Commercial Uses. Only commercial uses shall be permitted in elevated areas, which shall include all types of retail merchandising and businesses; wholesale display and sales, all types of service businesses, general office space, medical, dental and other professional offices, theaters, restaurants, hotels, and other similar uses which are not inconsistent nor incompatible with the commercial uses contemplated by the Renewal Plan. A civic center complex, bus terminals and other transportation facilities and public utility facilities and substations may also be located in commercial area. No industrial, manufacturing or residential uses shall be permitted in commercial areas.

- (2) In Open Areas. "Open Areas" refer to those particular areas within the Project Areas, as shown on the Land Use Map, which were inundated and damaged by the seismic wave of May 23, 1960, and which, because of low elevation and proximity to the ocean, are or may be subject to possible inundation and damage by recurrence of future seismic waves. The land uses permitted in the open areas shall be limited to Limited Commercial and Limited Industrial, as specifically designated and shown on the Land Use Map, and to Open Uses, including Temporary Non-Conforming Uses, which may be designated and permitted in any other locations within the open areas. All land uses permitted by this Renewal Plan in open areas shall be "interim uses," i. e., such uses which are limited as to type and nature and in duration for such time until adequate control measures are adopted which materially reduce or eliminate the threat of loss or damage to life or property from recurring seismic wave disasters.
- (a) Limited Commercial Uses. Certain commercial uses requiring minimum structural improvements or which occupy structures constructed in accordance with seismic wave-resistant standards required by applicable county building codes, may be located in open areas, such as service stations, drive-ins (minimum type construction of a self-service or a "Dairy Queen nature"), off-street parking, bus terminals, and other uses of similar nature.
- (b) Limited Industrial Uses. The only industrial uses permitted within the Project Area shall be the Honolulu Iron Works operations and the commercial fishing and related activities and operations such as storage, auction, ice plant, moorage, boat drydock, service and repair

and commercial fishing suppliers in locations specified therefor on the Land Use Map. Certain incidental commercial uses such as seafood restaurant, sport fishing suppliers and other such "fisherman's wharf" type activities and uses shall be permitted within the fishing industry area, and equipment sales, display and merchandising activities shall be permitted within the Honolulu Iron Works industrial area.

- (c) Open Uses. Open uses permitted in the open areas shall be limited to such uses suitable or adaptable for the open area and which present minimum danger to human life or serious economic loss in event of future disasters, and shall include public uses such as parks and play grounds, botanical and cultural gardens, golf courses, swimming pools and other recreational facilities provided by governmental agencies or concessionaires thereof; agricultural uses such as commercial gardening and truck crops, horticultural, fish hatchery, nurseries, grazing and other similar or related uses; such other suitable and compatible uses such as off-street parking; and Temporary Non-Conforming Uses as defined below.
- (d) Temporary Non-Conforming Uses. Certain existing structures located in open areas which survived the seismic wave of May 23, 1960, with minimum or no damage may be retained and the existing operations and uses conducted thereon (though non-conforming as to open uses) may be continued only upon the following terms and conditions:
 - i. The affected property will be acquired by the Agency together with all other project lands and shall then (1) be sold or disposed of for the same uses, subject to an option or preference in favor of the former owner at no less than the value or price paid by the Agency upon acquisition thereof together with other terms fixed by the Agency, or (2) to be sold or disposed of to the State of Hawaii for the same uses, subject to an option or preference in favor of the former owner (in case the same is offered for sale or lease by the State) to purchase or lease the same at such price and other terms fixed by the State.
 - ii. Such property shall be disposed of subject to all of the applicable terms and conditions provided by this Plan and by the Declaration of Restrictions adopted by the Agency.
 - iii. The existing structures thereon are structurally sound and in good physical condition.
 - iv. The uses, operations or functions presently undertaken or conducted thereon are vital to the economy and welfare of the community.
 - v. Such use may continue within the open areas, and shall be operated and maintained in such a manner, so as not to cause or constitute

great danger or hazard to human life.

vi. The uses herein permitted shall terminate (1) when the structures thereon are damaged or destroyed by any cause whatever to an extent greater than 60% of the then appraised market value thereof, or (2) when the structures thereon become, in the opinion of the Agency based on independent appraisal thereof, obsolescent by reason of physical deterioration or functional or economic obsolescence, or (3) when existing uses are abandoned thereon. No existing structure shall be extended or enlarged. An existing structure may be remodelled only after obtaining the written consent of the Agency.

vii. Upon cessation or discontinuance of present uses thereon, the properties shall be devoted only for the land uses prescribed in C-2-a (2) for open areas.

(3) Open Area Use at Developer's Risk; Indemnity.

All persons acquiring sites in open areas for development thereof in permitted uses, including owners qualifying for retention or repurchase of "non-conforming uses," shall use, develop, operate and maintain such property at their own risk, and every disposal document conveying, transferring or otherwise affecting such property shall require that the developer, grantee or transferee thereof shall indemnify and save harmless the Agency against all claims, actions or demands for loss, damage, injury or loss of life or property caused or inflicted by any flooding or inundation of open areas by future seismic waves.

(4) Land Uses in Open Areas after Protective Control Measures Adopted.

If or when certain protective control measures such as sea-wall or embankments or breakwater are installed or constructed which would materially limit, reduce or eliminate loss, injury or damage to persons or property in open areas, the Agency may redesignate permissible uses in open areas in accordance with any uses permitted by this Renewal Plan and which are consistent with the degree of protection afforded by the measures adopted or installed.

(5) Prohibition Against Residential Uses.

No residential uses, of any kind, including single-family residential or multiple apartment residential, shall be continued or permitted in any part of the Project Area, whether elevated or otherwise, during the effective covenant period for this project, but the foregoing prohibition shall not affect nor preclude hotel, motel or other transient residential or housing facilities from being located in elevated areas within the project.

- b. Additional regulations, controls and restrictions on land use and building requirements.

All permitted land uses and structures to be erected or maintained thereon in the Project Area shall conform to all of the applicable terms, requirements and conditions (1) as set forth in public codes and regulations as the same may exist from time to time, (2) as hereinafter provided and as implemented by and set forth in the Declaration of Restrictions covering said land.

(1) Commercial Areas--Elevated Areas

(a) Off-street parking

Each site in the commercial area shall provide for and include off-street parking spaces installed by the redeveloper thereof, in accordance with the following schedule:

- i. Banks, post offices, commercial and professional offices and studios, furniture and appliance stores, and similar uses--one space for each 300 square feet of gross floor area.
- ii. Retail stores and shops--one space for each 200 square feet of gross floor area.
- iii. Medical and dental clinics and groups--4 spaces for each doctor or dentist.
- iv. Theaters, gymnasiums, auditoriums, assembly halls and meeting rooms--one space per 4 seats or 8 feet of bench length in the principal assembly room.
- v. Exhibition halls, assembly halls or meeting rooms without fixed seats, restaurants, drinking establishments, dance halls, night clubs and commercial places of amusement--one space for each 100 square feet of gross floor area.
- vi. Hotels and motels--one space for each guest room for the first 15 guest rooms and one space for each two additional guest rooms. In addition, spaces to meet the combined requirements of other uses being conducted, such as restaurant, meeting room, etc.
- vii. Other general business uses--one space for 400 square feet of gross floor area.
- viii. Public buildings--sufficient spaces to provide for the combined requirements of the public agencies occupying the buildings.

Fractional space requirements shall be counted as a whole space.

"Gross floor area" as used herein shall mean the total area of all floors of a building including a basement measured along the exterior walls of such building.

Each off-street parking space shall not be less than nine (9) feet wide and eighteen (18) feet long, but in any case, must have a total area of 180 square feet. In addition, adequate space shall be provided for maneuvering and access. The off-street parking area and driveways shall be paved with a hard surfaced material and shall be so designed as to provide ready ingress and egress to each space without requiring backing movements or other maneuvering within a public street right-of-way.

The Agency may modify or waive the above parking requirements if equivalent off-street parking facilities are available to a site within a walking distance of 300 feet of the site.

(b) Off-street loading.

The redeveloper or redevelopers must demonstrate that sufficient off-street loading spaces shall be provided to serve the operational needs of the proposed development. In lieu of such demonstration, one loading space shall be provided for each store containing from 2,000 to 20,000 square feet of gross floor area and one loading space for each additional 20,000 square feet or portion thereof, except that if a centralized loading area is provided, there shall be one loading space for every 20,000 square feet or portion thereof.

Exception or modifications to the off-street loading requirement may be made by the Agency if the redeveloper or redevelopers can demonstrate that no off-street loading space is required or a modified loading space is sufficient because of the nature of the proposed development or the intended use thereof.

Each off-street loading space shall not be less than twelve (12) feet wide, twenty-five (25) feet long with a height clearance of at least fourteen (14) feet and shall be located wholly within the site. Off-street loading areas and driveways shall be paved with a hard surfaced material and shall be so designed as to provide adequate maneuvering space and that their use will not block pedestrian and vehicle circulation and will not require backing movements or maneuvering within a public street right-of-way.

(c) Landscaping.

All open areas not covered by walks, driveways, parking or loading areas, or buildings shall be landscaped with appropriate planting or be attractively screened by the redeveloper of each site.

(d) Signs.

Signs for advertisement purposes shall be restricted to the installation of signs identifying the establishment and nature of its products. No flashing or rotating signs, or signs with lights simulating action shall be permitted. All signs must be integrated with the overall design of the structure and not adversely affect the overall aesthetic qualities of the design.

(e) Underground utilities.

All utilities on or within any redevelopment site shall be installed and placed underground. The redeveloper shall provide his own transformer vault and conduits to connect into the utility company system and shall pay for the required cable and service facilities installed within its site. The redeveloper shall also grant to the utility company all easements necessary or required for distribution lines within any redevelopment site.

(2) All Permitted Uses--Open Areas.

(a) Building requirements.

Every building or structure erected within the Open Area generally defined in Section C-2-a-(2) of this Renewal Plan and as designated on the Land Use Map (Exhibit II-B) shall be designed and constructed in accordance with the building standards and requirements governing such open areas as set forth in applicable public codes and regulations and, specifically, any building code for the County of Hawaii prescribing seismic wave-resistant construction standards for structures located in open areas.

(b) Other requirements.

In addition to the foregoing, all development and construction upon redevelopment sites within open areas shall conform to the same requirements as prescribed for Elevated Areas in Section C-2-b-(1)-(b), (c), (d), and (e) of this Renewal Plan.

c. Duration of Restrictions.

The restrictions and requirements as to land use and building requirements set forth in this Section C and as subsequently imposed and embodied in a "Declaration of Restrictions" shall be covenants running with the land within the Project Area and be binding upon all purchasers or lessees of said land, their heirs, representatives or successors and assigns for a period of thirty-five (35) years from the date of sale or lease of the first parcel of land to be sold or leased by the Agency in the "elevated area" and "open area" use category, respectively.

d. Applicability of Provisions and Requirements to Property not to be Acquired.

As indicated in Section D-1 of this Renewal Plan, all property within the Project Areas shall be acquired by the Agency and subjected to the requirements and controls of this Renewal Plan and the Declaration of Restrictions, except any lands presently owned by a governmental agency in Open Areas which are designated for public use to be maintained by such agency under this Plan and any properties presently held in private ownership which are designated as Limited Commercial and Limited Industrial on the Land Use Map and/or those which qualify as Temporary Non-Conforming Uses. The governmental agency owning such lands exempted from acquisition shall, as part of any cooperation agreement executed with the Redevelopment Agency, commit itself to accept and subject such lands to the requirements and controls of this Renewal Plan and the Declaration of Restrictions, likewise, the owner-redevelopers of Limited Commercial, Limited Industrial and Temporary Non-Conforming Use properties shall execute any agreement or other documents necessary to subject their properties to said requirements and control of this Plan and Declaration as a condition of their property being exempted from acquisition by the Agency.

e. Approval of Plans and Specifications.

The Agency shall have the right to review and approve the redeveloper's plans and specifications with respect to the use of the land, site plan, building standards and requirements, density, lot layout, off-street parking and loading, landscaping and general architectural appearance and design. Where the redeveloper's proposed plans are at variance with the requirements set forth in this Section the strict enforcement of which would be unreasonable or cause great hardship, the Agency may require that appropriate adjustments be made thereto, provided that said adjustments are not in conflict with the intent and purpose of the Renewal Plan or related public regulations. The redeveloper's plans and specifications shall also be subject to the review and approval of those agencies of the State of Hawaii and the County of Hawaii that have jurisdiction and authority regarding conformance with public regulations relating to construction.

f. Nondiscrimination.

All redevelopers of project land, whether original purchasers or lessees, owner-redevelopers or their successors in interests and assigns, shall:

- (1) Not discriminate upon the basis of race, color, creed, or national origin in the sale, lease, or rental or in the use or occupancy of the Property or any improvements erected or to be erected thereon, or any part thereof.
- (2) Not effect or execute any agreement, lease, conveyance, or other instrument whereby the Property or any part thereof is restricted upon the basis of race, religion, color, or national origin in the sale, lease, or occupancy thereof.
- (3) Comply with all Federal, State and local laws, in effect from time to time, prohibiting discrimination or segregation by reason of race, religion, color, or national origin in the sale, lease, or occupancy of the Property.

The foregoing shall constitute covenants running with all redevelopment sites in the Project Area and shall survive the duration of this Plan and shall continue in effect and bind all redevelopment sites without limitations as to time.

g. Subdivision and Transfer Prior to Construction.

Prior to the completion of construction of required improvements, parcels may not be subdivided, sold, leased or otherwise disposed of by the redeveloper without the prior written consent of the Agency, except as to any mortgage executed by the redeveloper for the purpose of securing financing for the construction of such improvements.

D. PROJECT PROPOSALS

1. Land Acquisition.

a. Identification of Real Property in the Project Area to be acquired:

- (1) For clearance and redevelopment and for public facilities.

It is proposed that all real property and interests in land in the Project Area as shown on the Property Acquisition Map (Exhibit II-C) be acquired by the Agency for clearance and redevelopment to carry out the objectives of this Renewal Plan, except for all of those certain lands located within Open Areas as shown on said Property Acquisition Map (Exhibit II-C) presently owned by the State of Hawaii and the County of Hawaii and which lands are designated for public use to be continued and maintained as such by

such governmental agency under the Renewal Plan; and except for any properties designated as Limited Commercial, Limited Industrial and Temporary Non-Conforming Uses, whose owners have executed an Owner Redevelopment Agreement, as provided for in Section C-2-d. All residential dwellings and structures (excluding hotels and other transient housing in Elevated Areas) shall be demolished, cleared or removed from land within the Project Area.

The price to be paid for the acquisition of property shall be the "fair market value" of such property as determined by the Agency.

The vacation and acquisition of public rights-of-ways shall be undertaken by the State of Hawaii and/or the County of Hawaii through cooperation agreements executed by such governmental entity and the Redevelopment Agency.

(2) Rehabilitation of existing structures.

This renewal project undertaken for the redevelopment of a disaster area does not involve any land acquisition for rehabilitation of existing structures as a project activity. However, as indicated in Section C-2-a-(2)-(e) of this Renewal Plan, certain structures within the Project Area which survived the seismic wave of May 23, 1960, with minimal structural damage may not be demolished upon acquisition by the Agency thereof and the uses presently conducted thereon may be continued as "non-conforming uses" upon disposal thereof, subject expressly to compliance with and performance or observance of the terms and conditions set forth in this Renewal Plan and to the approval of the Redevelopment Agency thereto.

- b. Special conditions under which properties exempted from acquisition may be acquired.

Lands owned by the State of Hawaii or the County of Hawaii located in open areas are not designated for acquisition and will not be acquired by the Agency since the reuse designated for such lands is the continuation of the present public use undertaken by the State or County.

If owners of properties designated and qualifying as Limited Commercial, Limited Industrial and Temporary Non-Conforming Uses refuse or fail to execute any agreements or to do all things necessary to qualify for exemption, such properties may be acquired or condemned by the Agency as provided in Section D-1.

- c. Special conditions under which properties designated for acquisition may be exempted from acquisition.

Property identified in C-2-a-(2) -(e) of this Renewal Plan relating to Limited Commercial, Limited Industrial and Temporary Non-Conforming Uses may in the discretion of the Agency be exempted from acquisition by the Agency if the conditions specified below are met:

- (1) The Agency shall be fully satisfied that the property meets and comes within the category of Limited Commercial, Limited Industrial and Temporary Non-Conforming Uses described in Section C-2-a-(2) of the Renewal Plan and that the owner thereof will observe, perform and comply with all of the terms and conditions set forth therein.
- (2) The property can be made subject to all of the applicable terms, covenants and conditions of the Renewal Plan and Declaration of Restrictions without acquisition of title thereof by the Agency. The owner shall voluntarily accept or subject his property to such covenants and restrictions in such manner as the Agency shall prescribe, with or without compensation therefor, as may be appropriate in each case.
- (3) The owner shall execute an owner-redevelopment agreement with the Agency providing for such exemption from acquisition, which agreement shall cover all of the requirements of Section C-2-a-(2) of this Renewal Plan and such other reasonable requirements as the Agency may deem necessary to carry out the purposes and objectives of the Renewal Plan.

2. Rehabilitation and Conservation.

There are no provisions for rehabilitation or conservation in this project.

3. Redeveloper's Obligations.

Every redeveloper of a site within the Project Area will execute a disposition-redevelopment agreement which will require, among other things, that such site shall be subject to all of the applicable terms, covenants and conditions of the Renewal Plan and Declaration of Restrictions, and that the redeveloper complete, within a reasonable time, construction of improvements upon such site in accordance with applicable provisions of this Plan and said Declaration. Owners, including the State of Hawaii and the County of Hawaii, of properties to be exempted from acquisition under Section D-1, shall execute an Owner-Redevelopment Agreement and/or Cooperation Agreement to subject their properties to the terms and conditions of the Renewal Plan and the Declaration of Restrictions.

4. Zoning.

Exhibit II-D (Existing Zoning) identifies the zone districts that are presently in effect, and Exhibit II-E (proposed zoning) indicates the zone districts within the project which are to be established subsequent to the adoption by this Renewal Plan and which will become effective upon acquisition of lands by the Agency pursuant to Section 143-7, Revised Laws of Hawaii 1955, as amended.

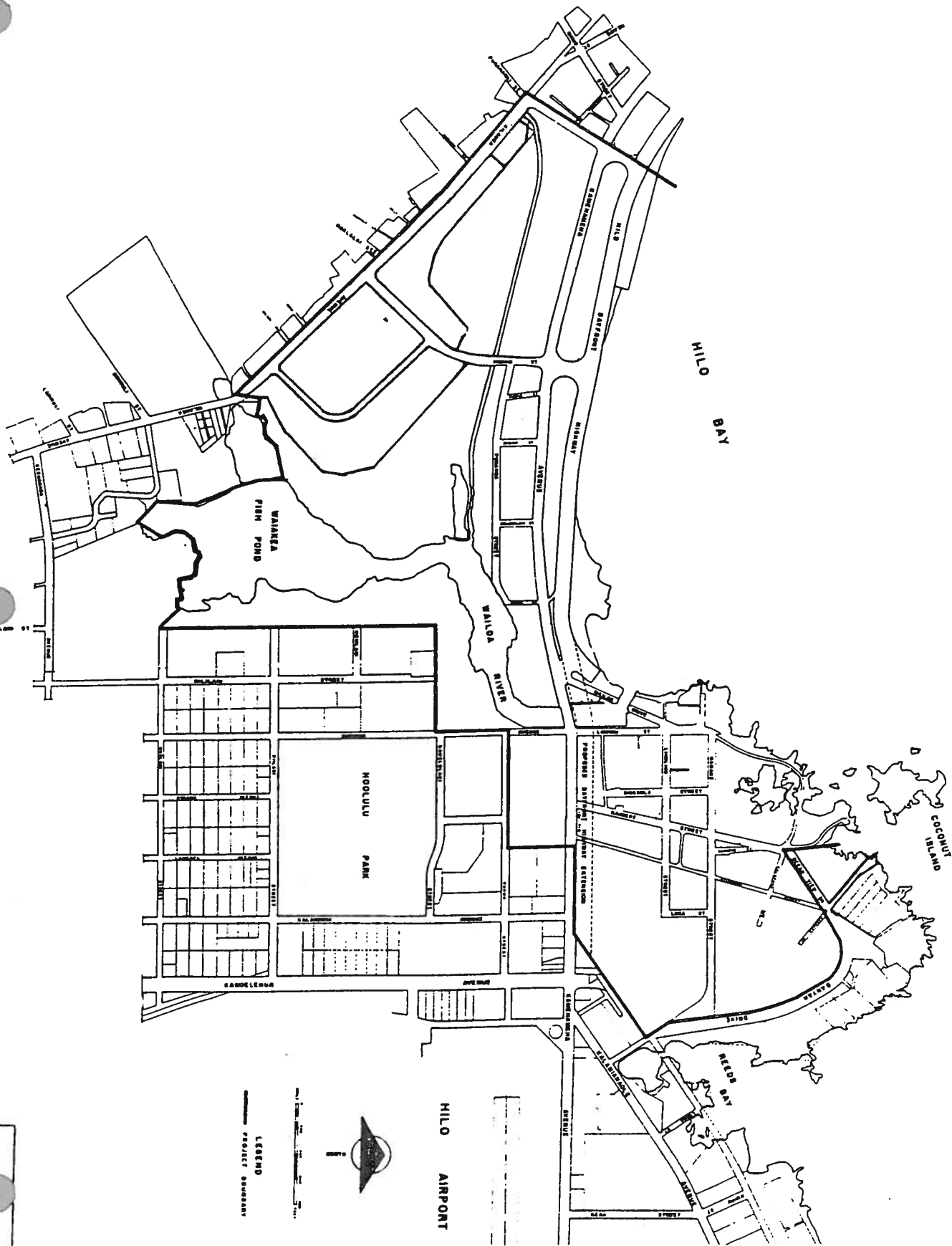
E. OTHER PROVISIONS NECESSARY TO MEET STATE AND LOCAL REQUIREMENTS

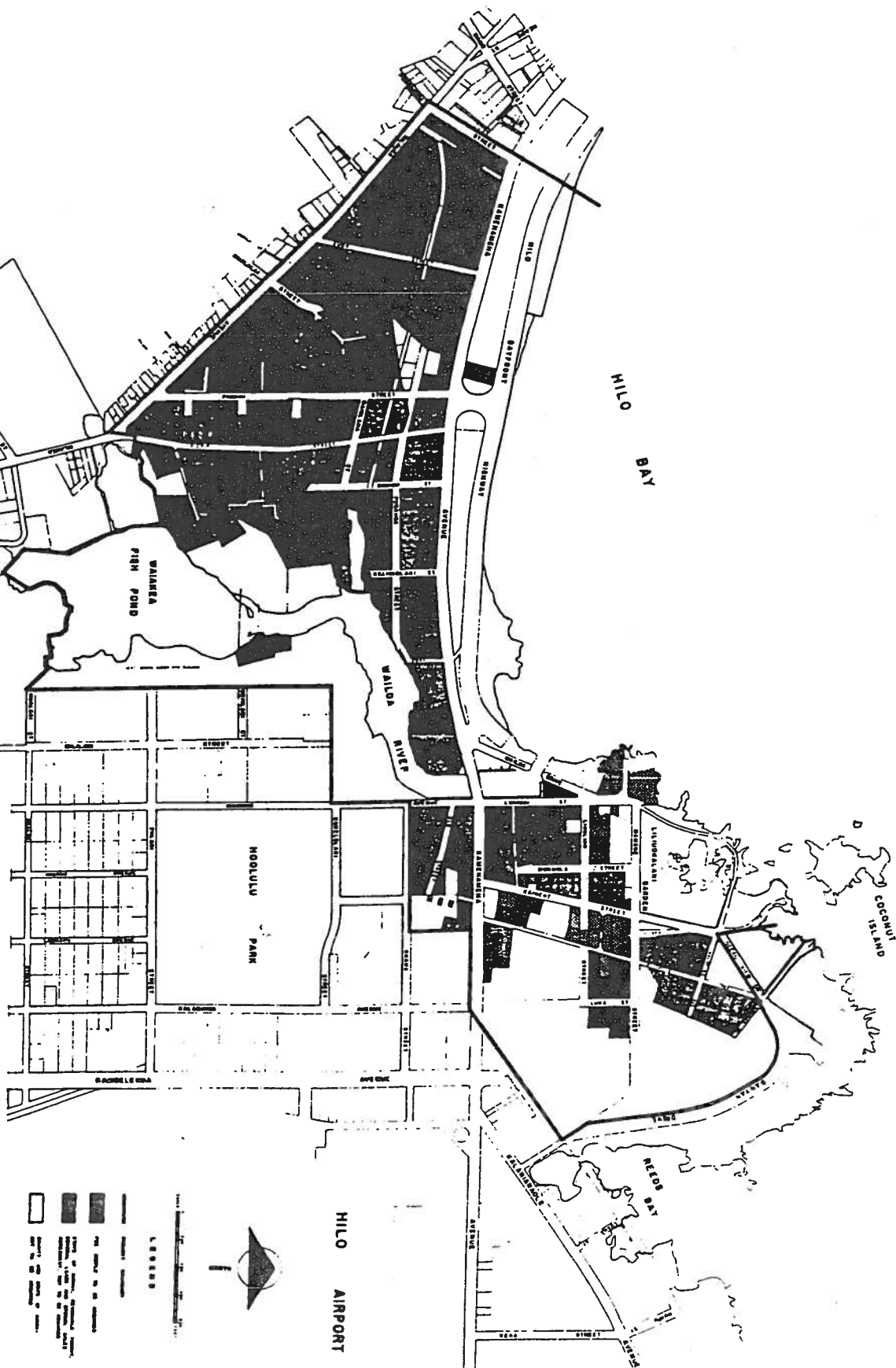
The provisions of the Hawaii Urban Renewal Law relating to disaster renewal projects (Section 143-7.1, R.L.H. 1955, as amended) waive most of the usual requirements for an urban renewal project and specifically waives the requirements for public hearings, conformity of the disaster renewal plan with the master plan, findings of blight, slum, deteriorated or deteriorating areas, and that the Project Area be predominantly residential in area or be developed for residential use.

F. PROCEDURE FOR CHANGES IN APPROVED RENEWAL PLAN

If at any time after the initial adoption of the Plan, the Agency shall determine that a change in the Plan shall be in the public interest and in furtherance of the purpose of redevelopment, the Plan or any part thereof may be changed by following the same procedure set forth in the Urban Renewal Law (Chapter 143, R.L.H. 1955), as the same may from time to time be amended, for the initiation and approval of a redevelopment plan; provided, however, the Agency shall additionally secure (1) agreement to the change from all redevelopers who are determined by the Agency to be affected redevelopers, and (2) the approval of any governmental agency having any jurisdiction over or interest in this Plan or any property covered by this Plan; provided further, that the approval of the Federal Government shall not be required after the Project has been completed under the terms of the Federal Loan and Grant Contract. As used herein, the term "affected redevelopers" shall mean all persons holding executed deeds, disposition agreements or owner-retention agreements with the Agency covering land within the project area defined by the Plan whose respective development on such land will be prejudiced or adversely affected should the proposed change be made and who as a result thereof will suffer or sustain pecuniary loss or hardship.

The determination of whether a redeveloper is an affected redeveloper within the meaning of the foregoing paragraph shall be made by the Agency following due notice and opportunity to the redeveloper deeming himself to be affected to appear before the Agency and to present evidence in support of his claim. Failure of the redeveloper to make known to the Agency in writing within the time specified by the Agency or any extension thereof, that he deems himself to be an affected redeveloper, or failure of the redeveloper to sustain the burden of proof by clear and convincing evidence that he is an affected redeveloper within the meaning of the foregoing paragraph, shall constitute good cause for the Agency to find that said redeveloper is not an affected redeveloper and any such finding on the part of the Agency shall be final, subject only to judicial review as by law provided.





1. 100' 0" 0"
 2. 200' 0" 0"
 3. 300' 0" 0"
 4. 400' 0" 0"
 5. 500' 0" 0"
 6. 600' 0" 0"
 7. 700' 0" 0"
 8. 800' 0" 0"
 9. 900' 0" 0"
 10. 1000' 0" 0"
 11. 1100' 0" 0"
 12. 1200' 0" 0"
 13. 1300' 0" 0"
 14. 1400' 0" 0"
 15. 1500' 0" 0"
 16. 1600' 0" 0"
 17. 1700' 0" 0"
 18. 1800' 0" 0"
 19. 1900' 0" 0"
 20. 2000' 0" 0"
 21. 2100' 0" 0"
 22. 2200' 0" 0"
 23. 2300' 0" 0"
 24. 2400' 0" 0"
 25. 2500' 0" 0"
 26. 2600' 0" 0"
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 28. 2800' 0" 0"
 29. 2900' 0" 0"
 30. 3000' 0" 0"
 31. 3100' 0" 0"
 32. 3200' 0" 0"
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 34. 3400' 0" 0"
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 40. 4000' 0" 0"
 41. 4100' 0" 0"
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 88. 8800' 0" 0"
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 90. 9000' 0" 0"
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 100. 10000' 0" 0"



HILLO AIRPORT

