

KAELEPULU POND DRAINAGE AGREEMENT

WHEREAS, the Kaelepulu Pond has from time immemorial served as a natural ponding area for the drainage of surface and storm waters of the surrounding areas; and

WHEREAS, the Trustees under the Will and of the Estate of Bernice P. Bishop, deceased, Owners, and Joseph Rodrigues Pao and Michael Thomas Scarfone, Developers, have submitted and will continue to submit subdivision plans to the Planning Director of the City and County of Honolulu for the development of the Kaelepulu Pond area, identified by Tax Map Key: 4-2-02-3, and for the surrounding areas; and

WHEREAS, under said development plans, all surface and storm waters of said subdivisions, as well as such waters which heretofore drained into Kaelepulu Pond, will initially be discharged into Kaelepulu Pond, and therefrom to the sea; and

WHEREAS, the Owners and Developers have improved Kaelepulu Pond and have constructed the necessary drain for the draining of said pond for discharge to the sea; and

WHEREAS, the City and County shall be responsible for the upkeep and maintenance of, the drainage systems within said subdivisions and in surrounding areas, when the City and County accepts a dedication of the road and drainage systems within said subdivisions; and

WHEREAS, the City and County shall be responsible for the upkeep and maintenance of the drainage canal from Kaelepulu Pond to the sea when the City and County accepts a dedication of said drainage canal;

NOW, THEREFORE, in consideration of the foregoing and the approval by the Planning Director of the City and County of Honolulu

of the subdivision plans heretofore submitted and hereafter to be submitted for the development of the Kaelepu Pond area and/or the surrounding areas by the Owners and Developers, the City and County of Honolulu and its successor and the Owners and Developers, their successors in trust and successors and assigns, promise and agree as follows:

(1) That the City and County of Honolulu will maintain and repair, including necessary dredging and keep open, all inlets to Kaelepu Pond and the outlet from said pond;

(2) That the Owners and/or the Developers will be responsible for all other maintenance of said pond, not the responsibility of the City and County of Honolulu as above provided, and for the control and regulation of the use of said pond;

(3) That the Owners and/or the Developers will construct the drainage systems within their aforesaid subdivisions as may be necessary to care for waters arising on their subdivisions and other waters which heretofore flowed into Kaelepu Pond area, all in accordance with plans approved by the Chief Engineer of the City and County of Honolulu, and all waters collected by said systems may forever be discharged into Kaelepu Pond, as improved; and

(4) That in the event the City and County shall accept the dedication of the roadways and drainage systems of any of the aforesaid subdivisions, the waters within such systems will forever be permitted to discharge into Kaelepu Pond, free from any liability for injury to persons or damage to property, except for injury or damage resulting from negligent maintenance of said systems.

It is understood that, upon the approval and acceptance of this Agreement by the City and County of Honolulu, the Planning Director

will grant an approval of the various units of the Enchanted Lake Estates Subdivision which require the disposal of surface and storm waters into Kaelepulu Pond; provided that the plans and construction of all required improvements within said units shall fully meet the requirements of the Subdivision Rules and Regulations.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed this 22nd day of March, 1963.

APPROVED AS TO FORM
ROBERTSON, CASTLE & ANTHONY
BY [Signature]

APPROVED AS TO FORM
CONTENTS & AUTHORIZATION
[Signature]

APPROVED AS TO FORM
HONG & IWAI
BY [Signature]

[Signature]
[Signature]
[Signature]

Trustees under the Will and of the Estate of Bernice P. Bishop, Deceased

[Signature]
JOSEPH RODRIGUES PAO

[Signature]
MICHAEL THOMAS SCARFONE

THE CITY AND COUNTY OF HONOLULU

Approved as to Form and Legality
[Signature]
Deputy Corporation Counsel

By [Signature]
Its Mayor