

EXHIBIT C

Excerpt from Declaration of Covenants, Conditions, and Restrictions for Ka Makana at Hoakalei, dated November 10, 2008, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii as Land Court Document No. 3805046.

EXHIBIT E**Additional Covenants Regarding Aircraft Noise and Other Disturbances**

The following covenants are required by various governmental agencies as conditions to land use reclassifications or rezoning of lands within the Hoakalei Resort including but not limited to, the State of Hawaii Land Use Commission (in Docket A83-558) and, the City and County of Honolulu (Ordinance 85-44). Accordingly, each Unit owner, by accepting a conveyance of an interest in the Project, for itself, its occupants, transferees, and any other party claiming by, through, or under it, covenants, acknowledges, and agrees along with Declarant as follows:

1. The Project (or portions thereof) is located within an area of potential exposure to aircraft noise as defined in Land Use Guidance Chart I, Airport-Land Use Compatibility Planning, AC 150/5050-6, U.S. Department of Transportation, Federal Aviation Administration, December 30, 1977, and said property may, on occasion, be subject to day-night average sound levels as defined therein and other forms of disturbances.

2. Each Unit owner as aforesaid, acknowledges that its use and enjoyment of such Unit owner's Unit as well as any portion of the Project may be subject to various effects which may result from the use and operation of government airports in the vicinity of the Project such as Honolulu International Airport, Barbers Point Naval Air Station, and all other such government airports, whether existing or to be built (the "government airports"), such effects to include noise, fumes, soot, smoke, vibration, and other intrusions from aircraft using the government airports.

3. Each Unit owner as aforesaid, hereby releases and agrees that he/she shall not file any claim, action or lawsuit for any kind of relief, whether legal or equitable, against the Declarant, Master Declarant, the City and County of Honolulu, the State of Hawaii, the Federal Government, or any agency or employee thereof, or any Person using the government airports, for costs or damages resulting from noise, fumes, soot, smoke, vibration or any other form of disturbance to such Unit owner's Unit and the Project caused by the establishment or operation of the government airports, or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

4. Each Unit owner as aforesaid (other than a Mortgagee of an Insured Mortgage who acquires title to any Unit through foreclosure or a deed in lieu of foreclosure), shall indemnify, forever hold harmless and defend Declarant, Master Declarant, the City and County of Honolulu, the State of Hawaii and the Federal Government and all users of the government airports, from any and all liability resulting from said noise, fumes, soot, smoke, vibration or any other form of disturbance to such Unit owner's Unit and the Project caused by the establishment or operation of the government airports, or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

5. In consideration of the foregoing, Declarant hereby releases and agrees that it shall not file any claim, action or lawsuit for any kind of relief, whether legal or equitable, against the City and County of Honolulu, the State of Hawaii, the Federal Government, or any agency or employee thereof, or any Person using the government airports, for costs or damages resulting from noise, fumes, soot, smoke, vibration or any other form of disturbance to the Project (including any Unit) caused by the establishment or operation of the government airports,

or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

6. In consideration of the foregoing, Declarant shall indemnify, forever hold harmless and defend the City and County of Honolulu, the State of Hawaii and the Federal Government and all users of the government airports, from any and all liability resulting from said noise, fumes, soot, smoke, vibration or any other form of disturbance to the Project (including any Unit) caused by the establishment or operation of the government airports, or by any aircraft, now known or hereafter used in connection with operations to, from, or at the government airports.

EXHIBIT D

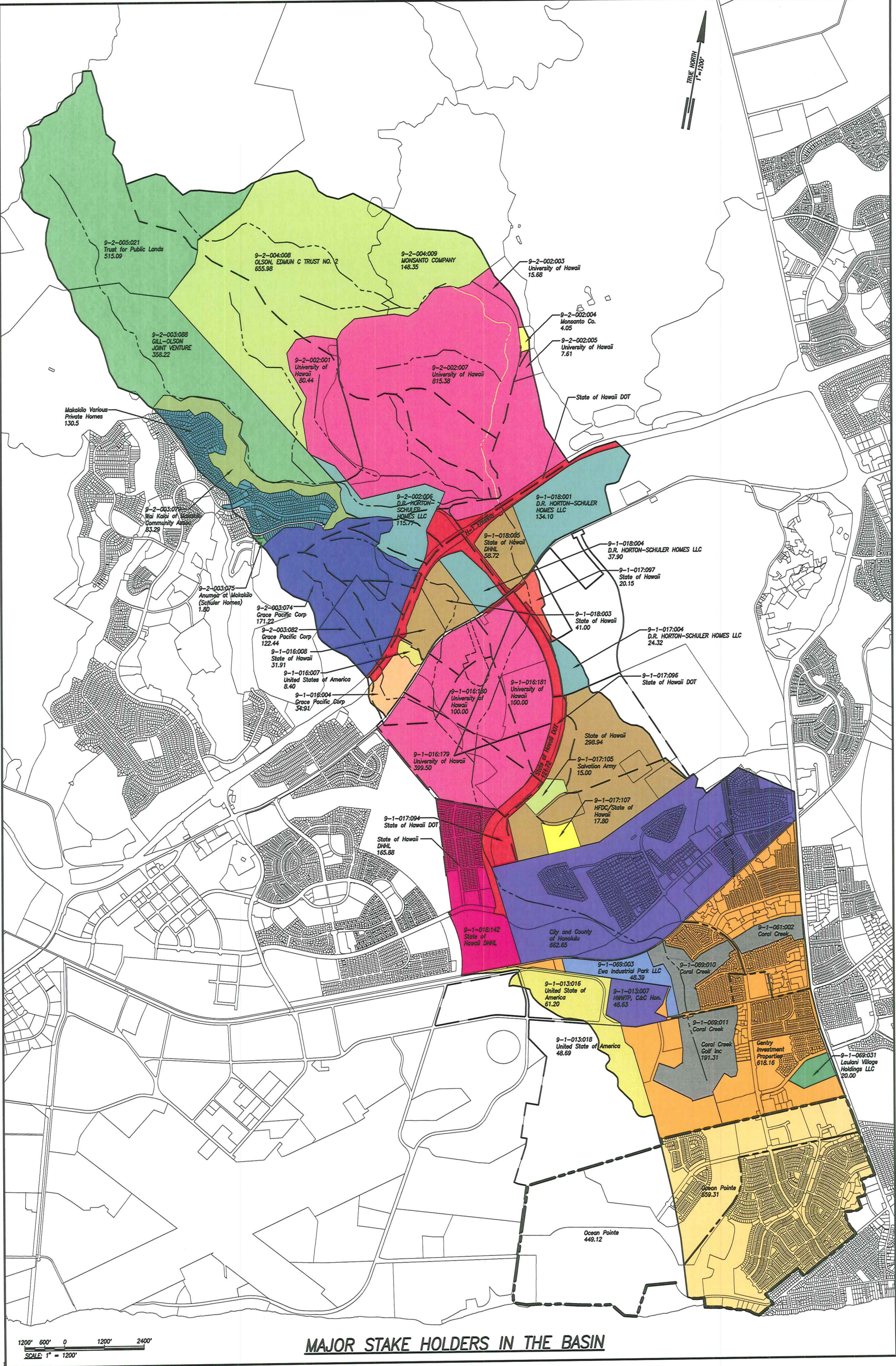


EXHIBIT E



HASEKO

HASEKO (Ewa), Inc.

820 Milliani Street, Suite 810, Honolulu, Hawaii 96813-2938

Phone (808) 599-1444 Fax (808) 545-3390

May 2, 1994

Mr. Thomas Arizumi, Chief
State of Hawaii
Department of Health
Environmental Management Division
919 Ala Moana Boulevard, 3rd Floor
Honolulu, Hawaii 96814

Dear Mr. Arizumi:

Request for Confirmation of Compliance With
Conditions Relating to Golf Course Development

This letter describes the steps that HASEKO (Ewa), Inc. has taken to comply with the Department of Health's conditions applicable to all new golf course development. We believe this information demonstrates the plans are in general conformance with the conditions and respectfully request a letter from the Department stating that the Department of Health has no objections to any agency's construction approvals of the golf course which are dependent upon our compliance with those conditions.

For each of the 12 general conditions we have indicated the basic nature of the requirement it imposes, whether or not it is relevant to the proposed Ewa Marina Golf Course, and, if it is, the specific steps that have been taken to comply with it. Please note that the requirement for compliance with these conditions stems from two sources. First, our Unilateral Agreement with the City and County of Honolulu refers to the *Twelve (12) Conditions Applicable to All New Golf Course Development* (Version 4, January 1992) as "standard conditions applicable to the issuance of golf course grading and building permits generally". Second, the Land Use Commission Decision and Order that placed the golf course site in the Urban District refers to the Department's *Eight (8) Conditions Applicable to This New Golf Course Development* (Version 3, April 1990). Parenthetical notes indicate which of the 12 conditions were also part of the 8-Condition set.

Mr. Thomas Arizumi
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1. *Establish baseline nearshore and/or groundwater quality (Condition 2)*

Nearshore Water Quality. The Ewa Marina Golf Course is landlocked, with the shortest distance between it and the ocean being 1,500 feet. Thus, establishing nearshore water quality is not directly relevant. However, the data needed to characterize existing water quality in the ocean along the Ewa shoreline are already available from sampling that has been conducted as part of the Clean Water Act (CWA) Section 401 water quality certification for the marina.

Groundwater Quality. Some groundwater quality data are already available from the extensive monitoring conducted as part of the Department of the Army Permit process. We are now preparing to collect additional baseline groundwater quality data in accordance with the groundwater monitoring plan discussed below under Condition 2.

2. *Establish groundwater monitoring plan and system (Condition 1)*

We have contracted with Mr. Dan Lum, hydrologist, to assist us in the development of a groundwater monitoring plan (including establishment of baseline groundwater quality). A copy of our letter authorizing Mr. Lum to proceed is provided as Attachment 1. Attachment 2 contains the outline of the golf course groundwater monitoring plan; this plan is being developed in conjunction with the groundwater monitoring program required as a condition of the Section 404 permit for our marina.

3. *If increased levels of contaminant(s) that have the potential to threaten public health are indicated, take immediate action to stop the source of contamination and subsequently mitigate any adverse effects (Condition 3)*

Results from the routine groundwater monitoring provided for in our monitoring plan will be reviewed as soon as they are available. If contaminant levels rise above baseline levels, the potential sources of contamination will be identified. If these sources are golf course-related, appropriate actions will be taken to prevent further contamination and to mitigate contamination that has already occurred.

4. *Provide sewage disposal (Condition 4)*

The Ewa Marina Golf Course Clubhouse and other sources of sanitary wastewater will be connected to the City and County of Honolulu's sewer system. We are submitting, on an annual basis, information to the City's Department of Wastewater Management.

Mr. Thomas Arizumi
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5. *If wastewater treatment works with effluent reuse is planned, develop Wastewater Reuse Plan in accordance with Guidelines for the Use of Reclaimed Water (Condition 5)*

Current plans do not call for treated effluent to be used on the Ewa Marina Golf Course. Consequently, this condition is not applicable.

6. *USTs discouraged; if plan to install, comply with 40 CFR 280 and State UST rules (DOH guidelines, closure requirements, etc.) (Condition 6)*

No USTs will be installed on the Ewa Marina Golf Course.

7. *Buildings to house fertilizer and biocides (Condition 7)*

The fertilizer and biocide storage facilities will incorporate berms, waterproof floors, and other features to contain a catastrophic leak from all fluid containers.

8. *Golf course maintenance plan (based on Best Management Practices) (Condition 8)*

We have contracted with Belt Collins Hawaii and Drs. Murdoch & Green to prepare a golf course maintenance plan (GCMP) for the Ewa Marina Golf Course. The GCMP will be based on Best Management Practices and will identify viable options for soils, irrigation, fertilization, turfgrass cultivation, and pest control at the Ewa Marina Golf Course. Attachment 3 is a copy of our letter authorizing them to proceed; Attachment 4 is an outline of the GCMP.

9. *Minimize noise from golf course maintenance; conduct at times that do not disturb nearby residents*

Noise from golf course maintenance activities will be minimized. The activities will be conducted at times that do not disturb nearby residents.

10. *Solid waste management*

We will incorporate provisions for green waste composting and reuse on site in maintenance specifications. We will also include in the Ewa Marina Golf Course maintenance plan a provision to utilize locally-produced compost and soil amendments whenever economically available. We are developing waste reduction and recycling strategies for incorporation within the entire Ewa Marina development pursuant to other permit conditions.

Mr. Thomas Arizumi
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11. *Control fugitive dust, preclude offsite drift of spray material; State Department of Agriculture should be consulted*

Dust control measures will be included in the construction plans and specifications for the Ewa Marina Golf Course. Appropriate measures will be implemented to control the offsite drift of spray material in accordance with State Department of Agriculture requirements.

12. *Should consult with the Soil Conservation Service to assure BMPs utilized; submit NPDES storm water permit, if applicable*

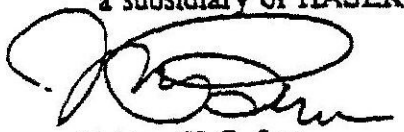
Our erosion control plan will incorporate construction BMPs. Measures will be included in the grading plan to contain all storm water runoff on our property during construction of the Ewa Marina Golf Course. If a NPDES storm water permit is determined necessary, we will submit an application to the Clean Water Branch in a timely fashion.

We would be glad to meet with you or your staff if you have any questions or comments regarding compliance with any of the 12 Conditions or other matters relating to the Ewa Marina Golf Course. If all is in order, would you provide us a letter acknowledging general our general compliance with the 12 Conditions as indicated in the first paragraph of this letter?. Please forward it to HASEKO (Ewa), Inc., 820 Mililani Street, 8th Floor, Honolulu, Hawaii 96813.

Thank you in advance for your consideration and timely attention to this matter.

Sincerely,

HASEKO (Ewa), Inc.
a subsidiary of HASEKO (Hawaii), Inc.



Nelson W.G. Lee
Executive Vice President

NWGL:RK/dsl

Attachments:

1. Copy of letter giving authorization to proceed on groundwater monitoring plan
2. Ewa Marina Golf Course groundwater monitoring plan outline
3. Copy of letter giving authorization to proceed on golf course maintenance plan
4. Ewa Marina Golf Course maintenance plan outline



HASEKO (Ewa), Inc.

320 Wiliani Street, Suite 810, Honolulu, Hawaii 96813-2938
Phone: 808/599-1444 Fax: 808/545-5390

May 2, 1994

Mr. Dan Lum
Water Resource Associates
Century Square
1188 Bishop Street, Suite 607
Honolulu, Hawaii 96813

Re: Ewa Marina Golf Course Development

Dear Mr. Lum:

This letter serves as authorization for Belt Collins Hawaii, Ltd. to proceed on the groundwater monitoring plan for Haseko (Ewa), Inc.

HASEKO (Ewa), Inc.
a subsidiary of HASEKO (Hawaii), Inc.



Raymond Kanna

RK:dsf

ATTACHMENT 2

EWA MARINA GOLF COURSE
GROUNDWATER MONITORING PLAN OUTLINE

- I. Introduction
 - A. Purpose of GMP - Satisfy conditions 1, 2, and 3 of DOH's *Twelve (12) Conditions Applicable to All New Golf Course Development* and *Eight (8) Conditions Applicable to This New Golf Course Development*
 - B. Site location, size
 - C. Relationship to 404 Permit groundwater monitoring program
- II. Site Description
 - A. Geology and soils
 - B. Topography
 - C. Hydrology
 - D. Previous land uses
- III. 404 Permit Groundwater Monitoring Program
- IV. Analytical Parameters
 - A. Baseline
 1. Basic parameters
 2. Ancillary parameters (if applicable)
 3. Additional parameters (if applicable)
 - B. Routine
 1. Basic parameters
 2. Selected additional ("indicator") parameters
- V. Sampling and Analysis
 - A. Equipment - monitoring wells
 1. Location
 2. Materials
 3. Construction
 - B. Sample collection frequency
 - C. Sampling procedures
 1. Pre-sampling activities
 2. Sample collection
 3. Equipment decontamination
 4. Sample handling and transport
 5. Documentation
 - D. Analytical Laboratory
- VI. Quality Assurance/Quality Control
 - A. Field QA/QC samples
 - B. Laboratory QA/QC
- VII. Reporting
 - A. Frequency of submittals to DOH
 - B. Identification of mitigative measures, if necessary
- VIII. References



HASEKO (Ewa), Inc.

810 Milliani Street, Suite 810, Honolulu, Hawaii 96813-2938
Phone: (808) 599-1444 Fax: (808) 545-5390

May 2, 1994

Mr. Perry J. White, Sr. Environmental Planner
Belt Collins Hawaii, Ltd.
680 Ala Moana Blvd., Suite 200
Honolulu, Hawaii 96813

Re: Ewa Marina Golf Course Development

Dear Perry:

This letter serves as authorization for Belt Collins Hawaii, Ltd. to proceed on the golf course maintenance plan for Haseko (Ewa), Inc.

HASEKO (Ewa), Inc.
a subsidiary of HASEKO (Hawaii), Inc.



Raymond Kanna

RK:dsf

ATTACHMENT 4

EWA MARINA GOLF COURSE
MAINTENANCE PLAN OUTLINE

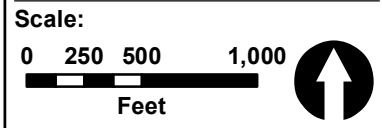
- I. Scope
- II. Summary of Physiographic and Climatic Setting
- III. Viable Elements
 - A. Soils (including shallow soil over coral outcroppings)
 - B. Grasses for different areas of the golf course
 - C. Irrigation
 - 1. Considerations for utilization of brackish groundwater and sewage effluent for irrigation
 - 2. Irrigation scheduling and amounts of water to apply
 - 3. Relation of irrigation to potential leaching of nitrate and pesticides
 - D. Fertilization sources and rates
 - E. Turfgrass cultivation
 - 1. Aerification
 - 2. Topdressing
 - 3. Thatch removal
 - F. Pest control
 - 1. Weeds
 - 2. Insects
 - 3. Diseases

EXHIBIT F

Hoakalei



Title:
**Hoakalei
Master Plan**



Note: This drawing is provided for illustrative purposes only and may change in the future.

