



October 17, 2022

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

Re: Docket No. A89-651/Annual Progress Report

Dear Mr. Orodener:

HASEKO (Ewa), Inc., and a number of its affiliates (sometimes collectively, "HASEKO") are the property owners and/or developers of the Ocean Pointe and Hoakalei Projects (sometimes referred to as the "Project"), formerly known as the 'Ewa Marina Community Development Project. As required under Condition 19 of the Decision and Order of the State Land Use Commission ("LUC" or "Commission") entered on October 17, 1990 ("D&O"), the following is an annual report on HASEKO's progress regarding development of the property that was the subject of the D&O ("Petition Area") and HASEKO's efforts toward satisfaction of the D&O conditions.

Project Description

Ocean Pointe/Hoakalei is a 1,100-acre master-planned project located at Honouliuli in the 'Ewa District of O'ahu. It lies along the shoreline between Fort Weaver Road and Kalaeloa (the former Naval Air Station Barbers Point), about 20 miles west of Honolulu. The Project includes a manmade recreational lagoon (which was originally planned to be a marina, and could still eventually become one in the distant future) with a light industrial, commercial, and retail facilities as well as visitor accommodations. Also included within the Project is a golf course, a 20-acre district park and child care center, a public elementary school, and up to 4,850 homes.

Ownership of the Property

HASEKO (Hawaii), Inc., purchased the approximately 1,100-acre Ocean Pointe/Hoakalei property in 1988 from M.S.M. & Associates, Inc., which was then in bankruptcy, and from The

Estate of James Campbell. In 1992, the entire 1,100 acres were transferred from HASEKO (Hawaii), Inc. to a wholly owned subsidiary, HASEKO (Ewa), Inc. As construction of the residential components of the Project have proceeded, parcels have been conveyed to development entities affiliated with HASEKO, and subsequently to individual homeowners in fee simple.

A 22,905 square foot commercial lot along Fort Weaver Road was conveyed from HASEKO to Arthur Howard and Leslie Gail Howard in 2002; a 0.441 acre lot along Kapolei Parkway was conveyed to Hawaiian Electric Company, Inc., in 2006; a 1.043 acre commercial lot along Keone‘ula Boulevard was conveyed from HASEKO to Frederick Hoon Yuk Lau and Judy Mariko Lau in 2007; and the Hoakalei Country Club golf course and clubhouse lands were conveyed by HASEKO to Hoakalei Country Club L.P. in December 2014 (and conveyed thereafter to its affiliate, Hoakalei Country Club Godo Kaisha). In December 2020, Haseko transferred 2.6 acres to Tsukada Global Holdings, Inc. for a wedding operation.

Nearly 12 acres at the northeastern part of the Project area were conveyed in 2005 to the State of Hawai‘i for a school site. Adjacent to the school site is a district park and a child care center. In 2007, approximately 1.25 acres were conveyed to Seagull Schools for the child care center. Just over one acre of land was conveyed to the City and County of Honolulu in 2008 for relocation of the Ewa Beach Fire Station to the northeast corner of the Project site. HASEKO conveyed approximately 18.75 acres to the City for the district park in November 2014 and conveyed approximately 9 acres to the City for the expansion of One‘ula Beach Park in July 2015.

Boundary Reclassifications

The lands that encompass Ocean Pointe/Hoakalei were reclassified from the Agriculture to the Urban District in four separate LUC actions.¹ In 1975, under LUC Docket No. 074-23, approximately 320 acres along Fort Weaver Road were reclassified to the Urban District. There were no conditions attached to that reclassification. In 1984, under Docket No. A83-558, approximately 181 acres of Agriculture land was reclassified to the Urban District. This D&O included 11 conditions, which were also attached to the 320 acres that had been previously reclassified. In 1990, under Docket No. A89-651, the LUC reclassified the remainder of the 1,100 acres from the Agriculture to the Urban District.

Current Status of Project Development

Construction of Ocean Pointe began in 1997 with the residential component of the Project. Residential construction continues to this day and is anticipated to continue for about another ten

¹ In 1964, the State began to implement the State Land Use District boundary classifications. At that time, the shorefront lands of the Project (including the approximately 9-acre ocean front parcels and much of the area encompassing the then proposed marina) were placed within the Urban District, with the remainder being classified as Agriculture.

years. Currently, nearly eighty-two percent (82%) of the permitted 4,850 housing units have been built and sold to individual homeowners.

In moving forward to the development of the resort portion of the master plan, the name Hoakalei was selected to distinguish this part of the Project, which includes the golf course, lagoon, commercial, resort and residential components.

Gradual grading of the golf course was initiated in the late 1990s to provide drainage basins for the residential components that were being constructed. In 2005, Ernie Els was commissioned to design the golf course, which opened for play in January 2009. Sankara Hawaii, LLC, an affiliate of Hoakalei Country Club Godo Kaisha (the current owner of the golf course) completed and opened the permanent clubhouse to members in 2019.

Excavation of the proposed marina also began in the late 1990s. Wet excavation commenced in late 2003 following confirmation from the Department of the Army Corps of Engineers that HASEKO had fulfilled all of the pre-construction requirements. Excavated material provides fill for other portions of the Project; thus, excavation has been coordinated with the residential and golf course development. Although most of the basin excavation has been completed, breakout to the ocean has not commenced. On November 6, 2011, HASEKO announced its intention to use the basin as a recreational lagoon to facilitate the completion of the rest of the Project. Although HASEKO no longer plans to complete a marina, the company is not doing anything that would prohibit someone else from choosing to do so in the distant future once entitlements/permits have been updated/obtained. Construction of the Waterfront Recreation Facility [nka The LineUp at Wai Kai] commenced in early 2021, starting the development of the Lagoon area.

COMPLIANCE WITH CONDITIONS OF THE D&O

The D&O contains twenty-one conditions. Each of the conditions is set forth below, followed by a brief status report on HASEKO's compliance efforts.

Condition 1²

Petitioner [HASEKO and its successors and assigns] shall generate one (1) non-tourism related job, or the equivalent value thereof, for each hotel or hotel/condominium unit Petitioner is allowed to build. As used herein, "non-tourism related" means not related to hotels or residential condominiums intended for use as transient accommodations, or recreational, entertainment or other facilities and services used primarily

² As amended by the Commission's Order Granting Motion for Approval of Job Credits and Motion for Clarification and/or Modification of Condition in this docket dated February 8, 1994.

by tourists. The “equivalent value” of a non-tourism related job is in the range of \$25,000 to \$50,000.

Satisfaction of this condition shall occur at the time Petitioner obtains a building permit and may be accomplished by the payment of \$25,000 for each hotel or hotel/condominium unit intended for transient accommodation for which a building permit is issued or in the following manner (provided that, with respect to subparagraphs a. and b., below, Petitioner may not apply any credit accrued and earned under both subparagraphs for the same facility to satisfy this condition.)

a. Jobs Generated Via Construction

Development of residential, commercial, industrial, recreational, institutional or other non-tourism related facilities generates construction jobs not related to tourism. Petitioner, therefore, directly or through local affiliates, may receive one job credit for each 25 man-years of labor generated by a qualified project, which may be either within or outside of the Petition area. (Hereafter, Petitioner and/or its affiliates shall collectively be referred to as “Developer.”) One man-year shall equal 1920 hours of work; labor generated by the construction of a project shall include all work performed by the Developer’s team (architects, engineers, consultants, contractors and subcontractors) in the development and construction of a non-tourism related project.

Not more than 25% of Petitioner’s total job generation requirement may be satisfied in this manner.

b. Jobs Generated Via Development of NonTourism Related Projects

New facilities provide the means and opportunity for the establishment and/or growth of businesses and the generation of new, non-tourism related jobs. Petitioner, therefore, may receive credit for the development of new non-tourism related projects or facilities, either within or outside of the Petition Area. Credit for jobs created by such new facilities will be calculated on the basis of the degree of integration of the intended use of the facility with the tourist industry. Credit for one (1) non-tourism related job shall be given for the specified amount of floor space in the following types of facilities:

<u>Type of Facility</u>	<u>Floor Space (Square Feet)</u>	<u>Credit</u>
Office	200	100%
Warehousing/Storage	1,000	100%
Manufacturing	300	100%
Research Facility (e.g. High Tech)	150	100%
Recreation and Other Activity Centers	1,000	100%
Private Schools and Day-Care Centers	300	100%
Agricultural Facility (e.g. Greenhouses and Processing Plants)	1,000	100%
Retailing	300	60%

Credit for other types of facilities will be determined on a case-by-case basis.

c. StartUp Capital, Business Incentives and Job Training

Petitioner may receive one (1) job credit for (i each \$50,000 invested by Petitioner in a start-up of a non-tourism related business (by way of equity or investment into a loan fund for such business), (ii each \$25,000 in incentives provided to a new non-tourism related business, and/or (iii each \$25,000 contributed in training programs for non-tourism related jobs. Petitioner shall consult with OSP [now known as the State Office of Planning and Sustainable Development] to identify investments, incentives and training programs which qualify for credits under this category.

A minimum of 10% of Petitioner’s job-generation requirement shall be satisfied in this manner.

d. Earning Job Credits

Credits for jobs generated under subparagraphs a. through c., above, shall not be eligible for satisfaction of this condition unless,

within two years after they accrue, they are reported to the LUC in Petitioner's annual report. Job credits shall be considered to have accrued under subparagraph a. when the Developer pays for the labor; under subparagraph b. when the certificate of occupancy is issued or such earlier date as may be approved by the LUC; and under subparagraph c. when the investment is made, the incentive is given, or the job training program is funded.

Petitioner's annual report to the LUC shall discuss in detail its progress in earning job credits. Additionally, Petitioner shall provide OSP with information concerning the manner in which Petitioner's claim for job credits is calculated as well as written certification by the Developer that all information provided is correct.

Job credits shall be considered earned only upon approval by the LUC. Petitioner may file a motion for approval of job credits with the LUC at such time as may be mutually agreeable between Petitioner and OSP, provided that said motion shall be filed prior to the Petitioner obtaining a building permit for the construction of hotel or hotel/condominium units to which the job credits will be applied.

At the time Petitioner obtains a building permit, Petitioner shall satisfy this condition by depositing cash or posting a bond or a letter of credit, in a form satisfactory to OSP, in an amount equal to the product of \$25,000 multiplied by the number of hotel or hotel/condominium units for which a building permit is issued, less any job credits previously earned. As job credits are earned and applied in satisfaction of this condition, Petitioner may submit a motion to the LUC for the refund of the funds paid to OSP or a reduction of the bond or letter of credit issued in favor of OSP. Five (5) years after the date the building permit is issued, OSP shall have the right to retain cash or make claim on the bond or letter of credit in an amount equal to the product of \$25,000 multiplied by the number of hotel or hotel/condominium units for which the building permit is issued, less any job credits previously earned.

Prior to the expiration of the five-year period, Petitioner may seek an extension of time to satisfy its job generation requirement. An extension may be granted upon such additional terms as may

be appropriate, provided that Petitioner establishes substantial compliance with this condition and specifies the methods, means and time in which it intends to satisfy this condition.

Except for the limitations regarding subparagraphs a. and b. and the 10% minimum required by subparagraph c., Petitioner shall determine the manner in which the remainder of its job generation requirement may be allocated.

All funds obtained by OSP under this condition shall be applied to any one or more of the paragraphs specified in subparagraph c. above.

Status. By the Order Granting Motion for Approval of Job Credits and Motion for Clarification and/or Modification of Condition entered in this docket on February 8, 1994, the Commission approved 2.47 job credits earned pursuant to subparagraph a. and subparagraph c.(iii), and to be counted toward satisfaction of this Condition 1. These job credits were earned for payments and disbursements made prior to 1992.

In its annual progress reports since 1993, HASEKO has reported the following potential job credits earned:

<u>Report Year</u>	<u>Date of Annual Progress Report</u>	<u>Job Credits for Reported Year</u>
1992	10/18/93	6.22
1993	10/17/94 (& 1/5/95 Supplemental Report)	3.50
1994	10/17/95	2.41
1995	10/15/96	1.16
1996	10/20/97	0.70
1997	10/19/98	1.32
1998	10/18/99	6.75
1999	10/17/00	9.11
2000	10/22/01	7.64
2001	10/16/02	7.91
2002	10/27/04	9.28
2003	10/27/04	16.09
2004	12/08/05	149.29

<u>Report Year</u>	<u>Date of Annual Progress Report</u>	<u>Job Credits for Reported Year</u>
2005	11/02/06	28.04
2006	10/03/07	96.97
2007	11/05/08	33.97
2008	10/15/09	64.63
2009	10/15/10	28.87
2010	10/14/11	31.61
2011	1/28/13	25.48
2012	10/16/13	37.38
2013	10/16/14	57.56
2014	10/16/15	24.59
2015	10/14/16	18.69
2016	10/13/17	18.63
2017	10/17/18	16.35
2018	10/17/19	6.39
2019	10/17/19	29.66
2020	10/17/21	1.61
2021	10/17/22	0.42

As described below and detailed in Exhibit A, HASEKO will be seeking approval of 0.420 job credits for the 2021 calendar year. The following table shows the breakdown of the credits.

Item	Qualifying Effort	Job Credits Earned
Condition 1, Subparagraph c.(iii)	cash contributions totaling \$10,400.00	0.420

Job Credits Pursuant to Subparagraph c. (iii) of Condition 1. For calendar year 2021, a cash contribution of \$10,400.00. Supporting documentation is provided in attached Exhibit A. This contribution under Subparagraph c.(iii) translate to 0.420 job credits.

Motion for Approval of Job Credits. HASEKO will be seeking approval of up to 0.420 job credits for disbursements made to non-tourism related jobs created in 2021. Pursuant to Subparagraph d. of this Condition 1, HASEKO has filed a motion for approval of job credits for credits earned from 1991 through 2020 and is tentatively scheduled for hearing on December 7, 2022.

Condition 2³

As Petitioner has volunteered to ameliorate the anticipated social impacts of the project by the conveyance of its 9.4 acre beachfront land to the City and County of Honolulu pursuant to the terms of the Unilateral Agreement and Declaration for Conditional Zoning dated November 29, 1993, Petitioner may convey such property in lieu of the golf course play provision as set forth hereinafter.

If Petitioner does not convey its 9.4 acre beachfront land to the City and County of Honolulu pursuant to the Unilateral Agreement and Declaration for Conditional Zoning dated November 29, 1993, Petitioner shall make available adequate golf tee times (no less than 40 percent of the total tee times) at affordable rates for public play by Hawaii residents based on prevailing rates for public play at privately owned golf courses.

This condition may be fully satisfied by the development by Petitioner of an 18-hole public play course within and/or outside of the Petition Area acceptable to the Office of State Planning.

Status. By Condition 7 of HASEKO's Unilateral Agreement and Declaration for Conditional Zoning dated November 29, 1993 ("U/A"), HASEKO agreed to convey the approximately 9 acre beachfront land to the City upon satisfaction of two conditions precedent: (1) the deletion of the requirement imposed by Condition 2 of the D&O to provide for public play on the Hoakalei golf course; and (2) HASEKO's obtaining all grading permits necessary to construct the golf course. The first condition was satisfied by the Order issued by the Commission in this docket on May 3, 1994. Although the golf course had not yet obtained all grading permits necessary for completion, HASEKO conveyed the beachfront land to the City. The conveyance was recorded at the Bureau of Conveyances on July 29, 2015.

Condition 3

Petitioner shall not construct residential units or condominium units within areas exposed to composite (Honolulu International Airport and Naval [Air] Station Barbers Point) noise levels of 65 Ldn or greater.

Status. None of the residential areas being developed have noise levels of 65 Ldn or greater.

³ As amended by the May 3, 1994 Order Granting Motion for Relief From and/or Modification of Condition No. 2 of the Decision and Order Entered on October 17, 1990.

Condition 4

The Petitioner shall attenuate the noise in guest (living) suites and other noise sensitive areas within commercial, hotel, and international fitness center development areas exposed to composite (Honolulu International Airport and Naval Air Station Barbers Point) exterior noise level of 65 Ldn (day-night average sound level) by a minimum of 25 decibels (Aweighted).

Status. HASEKO intends to incorporate noise attenuation measures in the non-residential areas as they have been in the residential areas currently being developed.

Condition 5

Petitioner shall grant to the State of Hawaii an avigation (right of flight) and noise easement in the form prescribed by the State Department of Transportation on any portion of the property subject to composite (Honolulu International Airport and Naval Air Station Barbers Point) noise levels exceeding 55 Ldn.

Status. HASEKO will work with the State Department of Transportation in determining the applicable measures required to comply with this condition. It should be noted that the Barbers Point Naval Air Station ceased operations in July 1999.

Condition 6

Petitioner shall be responsible for implementing sound attenuation measures to bring noise levels from vehicular traffic in the Petition Area, including along Fort Weaver Road, down to levels acceptable to the State Department of Health and the Department of Transportation.

Status. HASEKO has taken steps to reduce noise levels from vehicular traffic by appropriate roadway design, berms, landscaping and a wall along Fort Weaver Road. Additionally, all of the homes within the Project, whether or not adjacent to major roadways, have fully insulated exterior walls and ceilings, double-paned windows, and are equipped with central air conditioning, all of which significantly attenuate outside noises.

Condition 7

Petitioner shall disclose in its deeds to all initial purchasers of condominium units in the Petition Area: (a) the possible odor, air, noise, and dust pollution resulting from the Fort Weaver Road, Barbers Point

Naval Air Station, Honolulu International Airport, and surrounding agricultural operation, and (b) the Hawaii Right-to-Farm Act, Chapter 165, Hawaii Revised Statutes, which limits the circumstances under which pre-existing farm activities may be deemed a nuisance.

Status. The Covenants, Conditions and Restrictions (“CC&Rs”) or other related documents for the residential units that are currently being sold disclose the impacts of surrounding land uses. See Exhibit B.

It should also be noted that sugar cane cultivation on the ‘Ewa Plain ceased subsequent to the issuance of the D&O. The lands surrounding the Project property are currently not in agricultural use, and all are slated for urban development.

Condition 8

Petitioner shall coordinate with the Honolulu Board of Water Supply, the Department of Land and Natural Resources, the Ewa Plain Water Development Corporation, adjoining land owners and developers, and/or other Federal, State, or County agencies, measures designed to develop water for the Petition Area. Petitioner and other members of the Ewa Plain Water Development Corporation shall develop, at the expense of the Ewa Plain Water Development Corporation, the necessary water source, storage, and transmission facilities to provide an adequate supply of potable water to the Petition Area prior to the development of the Petition Area.

Status. HASEKO was a member of the ‘Ewa Plain Water Development Corporation (“EPWDC”)⁴, which developed new water sources, storage facilities and transmission lines to provide sufficient water for certain projects on the ‘Ewa Plain, including Ocean Pointe/Hoakalei. The regional water system was developed in accordance with the ‘Ewa Water Master Plan of August 1987, which was approved by the Board of Water Supply (“BWS”). Pursuant to the master plan, HASEKO contributed more than \$10 million toward the construction of the regional water system. The completed system, including a 36-inch main under Fort Weaver Road, reservoirs, wells, and pumping stations, was dedicated to the BWS in the summer of 1991.

The system that was dedicated to the BWS in 1991 includes six wells located in Honouliuli. These wells are permitted to withdraw approximately 6.6 million gallons of water per day (mgd). Pursuant to agreements among the members of the EPWDC, which agreements are part of the dedication agreement with the BWS, HASEKO is allotted more than 2 mgd of the 6.6 mgd. That

⁴ EPWDC, having fulfilled its mission and accomplished the purpose for which it was established, was dissolved in 2006.

amount is sufficient to satisfy the potable water needs for approximately two-thirds of the entire Project. In accordance with the November 2006 Potable and Non-Potable Water Master Plan for the Project that has been approved by the BWS, the remainder of the Project's potable water needs will be supplied by BWS.

Condition 9

Petitioner shall participate in the implementation of the Ewa Highway Master Plan. In the alternative, should the Ewa Highway Master Plan not be completed on a schedule compatible with Petitioner's development schedule, the Petitioner shall undertake the following on a fair share basis as determined by DOT:

- a. The Petitioner shall participate in the funding and construction of transportation improvements at project access points as identified and deemed necessary by the State Department of Transportation. The Petitioner shall also participate in the funding and construction of other on-site and off-site transportation improvements necessitated by the proposed development of the Petition Area and in designs and schedules accepted by and coordinated with the State Department of Transportation, provided that the extent of the Petitioner's participation shall not exceed its share of the increased community impacts in the region, which shall include the impacts generated by all phases of the Ewa Marina [nka Ocean Pointe/Hoakalei] project and provided further that in the event the City and County of Honolulu adopts an impact fee for transportation improvements, the foregoing requirement shall be deleted to the extent that the cost of any specific traffic improvement is also included in the City and County of Honolulu's impact fee computation. Such improvements may include, but not be limited to, the Petitioner's share of Fort Weaver Road improvements, Kunia Interchange improvements, the proposed north-south road and its interchange to the H-1 Freeway, and the proposed Kapolei Parkway.
- b. Petitioner shall appoint a 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 formulation, use and continuation of alternative transportation opportunities that would optimize the use of existing and proposed transportation systems.

Status. HASEKO has satisfied both elements of this condition. With respect to Condition 9.a., HASEKO, along with other developers in the 'Ewa region, the City and the State, has made much progress in the planning and implementation of traffic infrastructure improvements to accommodate development in the 'Ewa Plain. On June 28, 2001, the Department of Transportation and the developers presented the Commission with a status report on the progress made on traffic management plans for the 'Ewa area. At that time, HASEKO informed the Commission that it would be working with the other developers, State and City agencies and affected communities in ascertaining the projected traffic infrastructure demands and needs of the area, the priorities among the identified projects and a fair and equitable method of funding the proposed improvements.

Since that time, the group has identified the needed traffic infrastructure improvements for the area and determined a fair and equitable method of apportioning the costs of designing and constructing those improvements. The Department of Transportation and the developers jointly completed, and the Department accepted the 'Ewa Highway Master Plan (Year 2010 Highway Plan) on August 28, 2001 (as modified on May 31, 2002). In that plan, certain traffic improvements consisting of (but not limited to) construction of and improvements to Fort Weaver Road, the H1 interchanges at Kapolei, Fort Weaver Road, Kapolei Parkway and North-South Road [nka Kualakai Parkway] were identified as being needed to provide an acceptable level of service throughout most of the 'Ewa area through 2010. The parties have worked toward funding the identified traffic improvements in a way that would be fair and equitable to all parties involved, and with the goal of securing federal highway matching funds for construction of these improvements. In late 2002, the City enacted Ordinance 02-52.

Ordinance 02-52 is an impact fee ordinance to share the costs of design and construction of the identified improvements among all of the parties that implement the 'Ewa Highway Master Plan.

Ordinance 02-52 does this in a manner that assesses landowners and developers based upon the amount of traffic their projects are expected to generate. The roadways within the Project are fully funded by the developer and most will be dedicated to the City after completion. HASEKO has completed that portion of the Kapolei Parkway that is within the Project. Finally, it should be noted that the Ordinance allows for subsequent review of the 'Ewa Highway Master Plan every five (5) years and that the impact fees may be adjusted to reflect any increase or decrease in project costs.

With respect to Condition 9.b., HASEKO has appointed a transportation manager.

Condition 10

Petitioner shall provide drainage improvements for the Petition Area and shall, to the extent necessary as determined by the City and County of Honolulu, coordinate off-site improvements with the Estate of James Campbell, the Barbers Point Naval Air Station, adjoining land owners and developers, and/or other Federal, State or City agencies.

Status. The Project is located within the Kalo‘i Gulch Watershed, which extends from the Waianae Range through the Project site. The Watershed includes several other planned and existing development projects, including the University of Hawai‘i’s West O‘ahu Campus, housing projects under the Department of Hawaiian Home Lands, the City’s ‘Ewa Villages project, the ‘Ewa by Gentry project and the ‘Ewa Makai-West project. See Exhibit C.

Long before HASEKO acquired the Project in 1988, it had been planned that the proposed marina at Hoakalei would not only be an attractive amenity for the region, but it would also serve as the final basin for regional storm water drainage, which the planners recognized from the outset would be a significant regional issue as urbanization progressed. Because of land ownership configurations within the Kalo‘i drainage basin and drainage pathways that had already been established, it had been planned, well before HASEKO acquired the property, that the proposed marina would straddle the Honouliuli Wastewater Treatment Plant sewer outfall line that runs north-to-south through the middle of the Project site. Storm water from upland properties would enter the Project east of the outfall where they would be directed into the future marina waterways for eventual discharge into the ocean from the main basin located to the west of the outfall.

Navigability required that the outfall be lowered considerably where it intersects the proposed marina. In 1980, the City Department of Public Works approved plans for an inverted siphon in the sewer outfall to accommodate the construction of navigable waterways.

In 1997, however, concerns were raised regarding environmental risks and maintenance requirements associated with an inverted siphon. In response, HASEKO retained the Limtiaco Consulting Group, Inc., in association with Berryman & Henigar, Inc., to conduct engineering analyses at a conceptual level of alternatives to siphoning the outfall. One of the conclusions reached was there is no feasible alternative to an inverted siphon to accommodate navigability over the outfall. Following a series of discussions with the City, HASEKO agreed to eliminate all of the planned marina waterways east of the outfall.

The intent remained, however, for the proposed marina to serve as the final basin for most of the Kalo‘i basin storm water runoff. East of the outfall, the golf course would take the place of the proposed marina waterways in conveying storm water flows into the basin located to the west of

the outfall. This plan necessitated the lowering of the sewer outfall pipe due to the relative elevations of the outfall and the surrounding lands. Initially, the City and HASEKO agreed upon a method for lowering the outfall, and by 2002, HASEKO obtained rezoning and other approvals to eliminate the eastern portion of the proposed marina and facilitate this revised regional drainage plan.

Not long thereafter, as HASEKO embarked on pre-construction work required for lowering the outfall, the City raised a number of environmental, operations and maintenance concerns that clearly implied a desire not to lower the outfall. Because of these concerns and the time it would probably take to resolve them, HASEKO and the City discussed, and HASEKO agreed, to explore alternatives to lowering the outfall.

One practicable, and the technologically simplest, alternative is to not direct drainage over the outfall and into the proposed marina, but to direct the discharge straight into the ocean, which means going through One‘ula Beach Park. Storm flows from upland properties entering the Project would not have to cross over the outfall. A small amount of storm water from the Barbers Point golf course and within the Project development would enter the basin from the west. In other words, no alteration to the sewer outfall would be required.

The City Council approved the plan of discharging regional drainage through One‘ula Beach Park in 2007 by granting a special management area use permit for that purpose. Although HASEKO took the lead in processing the permit application for the regional drainage solutions and encouraged all landowners and developers in the Kalo‘i Gulch drainage basin to participate in the contested case proceeding, only one private developer stepped forward. As reported in our October 15, 2009 progress report, the Board of Land and Natural Resources (“BLNR” or “Land Board”), in a contested case proceeding, denied issuance of a conservation district use permit to reduce the height of a natural shoreline berm for stormwater overflow. In its denial, the BLNR explained that, inasmuch as the existing developments were all retaining most stormwater flows within their own project boundaries, there was a failure to demonstrate actual need for the outlet at that time. In July 2011, HASEKO, this time with the City, the University of Hawai‘i – West O‘ahu and the Department of Hawaiian Home Lands, reapplied for the Conservation District Use Permit in July 2011.

A contested case hearing was conducted in 2013, and the Land Board approved the permit. However, the Land Board’s decision was appealed to the Circuit Court, which imposed a stay on construction pending the outcome of the appeal. During the course of the appeal, the Circuit Court remanded the case back to the Land Board for the limited purpose of determining whether a supplemental EIS should have been required. While on remand, the Petitioner who asked for the contested case passed away. Subsequently, the Land Board rendered a decision that a supplemental EIS is not required and the case was returned to the Circuit Court. The circuit court dismissed the appeal, ruling that after the Petitioner’s death, there was no proper party to continue to prosecute the appeal. Having dismissed the appeal, the Circuit Court lifted the stay

on construction of the Kalo'i Gulch drainage outlet. The Circuit Court's dismissal was appealed to the Intermediate Court of Appeals ("ICA"), where it is currently pending. The ICA denied a request for a further stay of construction pending appeal; therefore, HASEKO has requested a right-of-entry from the BLNR to begin construction of the outlet. However, the BLNR elected to await the ICA's decision before granting the requested right-of-entry; therefore, construction has not yet begun. Until the outlet is constructed, all landowners and developers in the Kalo'i Gulch drainage basin are required to provide adequate retention basins within their developments to prevent sediment-laden storm water flows from reaching the ocean and the drainage generated by the development of the Project will be retained in drainage retention basins within the Project property.

Condition 11

Petitioner shall participate in an air quality monitoring program as specified by the State Department of Health.

Status. In proceedings in this docket, three air quality issues were raised: (1) vehicular emissions from construction vehicles and fugitive dust during construction; (2) airborne pesticides from the golf course; and (3) vehicular emissions from increased traffic in the region.

HASEKO's contractors are bound by regulations promulgated by the State Department of Health to minimize and abate air pollution in the course of construction. It should be noted that most of the fill material for the Project is obtained on-site. That reduces the amount of traveling required of construction vehicles, minimizing both vehicular emissions and the opportunities for disbursement of fugitive dust.

As and when required by the State Department of Health, HASEKO will participate in an air quality monitoring program.

Condition 12

Petitioner shall connect the wastewater system for the proposed development in the Petition Area to the Honouliuli Wastewater Treatment Plant (WWTP). Construction of structures within the Petition Area shall not commence until Petitioner has obtained assurances from the City and County of Honolulu that the capacity at this plant has been reserved for the Petition Area; provided that if the capacity at the WWTP is not sufficient for the proposed development in the Petition Area, Petitioner may utilize other alternatives acceptable to the State Department of Health.

Status. A sewer master plan was approved by the City Department of Wastewater Management (now known as the Department of Environmental Services) in 1997. It continues to be updated as necessary in connection with ongoing development of the Project. Sewer services for the development is provided by the existing ‘Ewa Beach Sewer System that runs along Pāpipi Road and Fort Weaver Road to the Honouliuli Wastewater Treatment Plant via the ‘Ewa Sewage Pump Station.

In 2006, HASEKO upgraded the ‘Ewa Beach Pump Station by increasing its capacity and replacing some of the aging collector lines. This nearly \$20 million upgrade benefited not only the Ocean Pointe/Hoakalei development, but also the older ‘Ewa Beach community and a portion of the ‘Ewa by Gentry development.

The developer has financed the sewer improvements that have been constructed. Future sewer improvements within the Project site will also be developer-financed.

Condition 13

Petitioner shall immediately stop work on the impacted area and contact the Historic Preservation Division, State Department of Land and Natural Resources should any significant archaeological resources such as artifacts, shell, bones or charcoal deposits, human burial, or rock or coral alignments, paving or walls of historic or prehistoric significance be encountered during the development of the Petition Area.

Status. HASEKO has entered into a Memorandum of Agreement with the State Historic Preservation Officer (“SHPO”), the National Advisory Council on Historic Preservation, the Corps of Engineers (“COE”) and the Office of Hawaiian Affairs (“OHA”) which provides for data collection and a preservation and interpretive program for six preservation sites located within three preservation areas within the Project area.

Moreover, when grading and grubbing activities are being conducted, a professional archaeologist is on-site in the event any unanticipated archaeological resources are encountered. HASEKO will comply with this condition should any inadvertent discoveries be made.

Condition 14

Petitioner shall participate with city and state civil defense agencies, with U.S. Department of the Navy, and with adjoining land owners and developers in formulating and implementing an emergency preparedness and evacuation plan for the Petition Area.

Status. HASEKO will participate with these parties in compliance with this Condition.

Condition 15

Petitioner shall comply with “The Eight (8) Conditions Applicable to This Golf Course Development”, prepared by the State Department of Health dated April 4, 1990 (Version 3), introduced as the Office of State Planning’s Exhibit Number 4 attached hereto [not attached to this annual progress report] and incorporated by reference herein.

Status. The State Department of Health has revised the conditions applicable to golf course developments. HASEKO has reached an agreement with the DOH regarding compliance with its current standard conditions for golf courses. A copy of the letter outlining that agreement is provided as Exhibit D.

In December 2014, the golf course lands were sold to Hoakalei Country Club, L.P. (now known as Hoakalei Country Club Godo Kaisha), a Japan corporation, subject to the conditions in the D&O.

Condition 16

Petitioner shall engage the services of a qualified golf course manager to oversee the irrigation of the golf course and application of fertilizers and pesticides to the golf course within the Petition Area and who shall be qualified in the application of fertilizers and pesticides in those areas.

Status. Hoakalei Country Club has hired a qualified golf course superintendent to oversee the management of the golf course.

The Hoakalei Golf Course is the first golf course on O’ahu to use Seadwarf® seashore paspalum turfgrass, a salt-tolerant, warm season turf grass that requires up to 50 percent less water and up to 75 percent less fertilizer and can be irrigated with brackish or reclaimed water.

As mentioned above, the golf course lands were sold to Hoakalei Country Club, L.P. (now known as Hoakalei Country Club Godo Kaisha) in December 2014, subject to the conditions in the D&O.

Condition 17

Petitioner shall complete the development on the Petition Area in substantial compliance with the representations made before the Land Use Commission. Failure to do so may result in reclassification of the property to its former land use classification.

Status. The Commission has overseen the urbanization of the Project site from as far back as 1975. Since HASEKO acquired the site in 1988 and first presented its master plan to the Commission in 1989, the master plan has undergone various reconfigurations, primarily in response to regulatory decisions and constraints. As a result, there have been changes to the sizes and locations of various components of the Project. The Commission has been continually kept apprised of these changes through hearings on motions for amendments to the Decision and Order and/or annual progress reports filed with the Commission. These size and location changes, however, have not changed the character of the development or the Project components and their relative densities, and they are the same as originally presented to the Commission.

Condition 18

Petitioner shall give notice to the Land Use Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Petition Area covered by the approved Petition prior to visible commencement of construction on the Petition Area; provided, however, that Petitioner may transfer ownership in the Petition Area to an affiliate or joint venture of which Petitioner is a member or in a manner consistent with prior representations to the Land Use Commission, and may mortgage the property at any time without notice to the Land Use Commission. A mortgagee under such mortgage may foreclose the mortgage, by judicial foreclosure or under a power of sale contained in such mortgage (provided notice of the date of such foreclosure sale is given to the Land Use Commission), or may, with notice to the Land Use Commission, acquire title to such property in lieu of foreclosure and the mortgagee or the person acquiring title at such foreclosure or in lieu of foreclosure may also transfer title to the property with notice to the Land Use Commission.

Status. HASEKO (Hawaii), Inc., purchased the approximately 1,100-acre Project property in 1988 from M.S.M. & Associates, Inc., which was then in bankruptcy, and from The Estate of James Campbell. In 1992, the entire 1,100 acres were transferred from HASEKO (Hawaii), Inc. to a wholly owned subsidiary, HASEKO (Ewa), Inc. As construction of the residential components of the Project has proceeded, parcels have been conveyed to development entities affiliated with HASEKO, and subsequently to individual homeowners in fee simple.

A 22,905 square foot commercial lot along Fort Weaver Road was conveyed from HASEKO to Arthur Howard and Leslie Gail Howard in 2002; a 0.441 acre lot along Kapolei Parkway was conveyed to Hawaii Electric Company, Inc. in 2006; a 1.043 acre commercial lot along Keone'ula Boulevard was conveyed from HASEKO to Frederick Hoon Yuk Lau and Judy Mariko Lau in 2007; in December 2014, the Hoakalei Country Club was sold to the

Hoakalei Country Club, L.P. (now known as Hoakalei Country Club Godo Kaisha), a Japan corporation. In December 2020, Haseko conveyed a 2.6 acre lot to Tsukada Global Holdings, Inc. for a wedding operation.

Nearly 12 acres at the northeastern part of the Project area were conveyed in 2005 to the State of Hawai'i for a school site. Adjacent to the school site will be a district park and a child care center. In 2007, approximately 1.25 acres were conveyed to Seagull Schools for the child care center. Just over one acre of land was conveyed to the City and County of Honolulu in 2008 for relocation of the 'Ewa Beach Fire Station at the northeast corner of the Project site. HASEKO conveyed approximately 18.75 acres to the City for the district park in November 2014 and conveyed approximately 9 acres to the City for the expansion of One'ula Beach Park in July 2015.

All areas are shown on Exhibit E.

Condition 19

Petitioner shall provide annual reports to the Land Use Commission, the Office of State Planning, and the City and County of Honolulu, Department of General Planning in connection with the status of the subject project and the Petitioner's progress in complying with the conditions imposed.

Status. This annual progress report is provided to the Commission in compliance with this condition. Copies are being provided to the Office of Planning and Sustainable Development (formerly the Office of State Planning) and the City Department of Planning and Permitting (formerly the Department of General Planning).

Condition 20

In conjunction with the foregoing Findings of Fact Number 163, Petitioner shall submit to the Commission for its review and approval, the methods in which Petitioner will address the need for employee housing in conjunction with State and City government agencies.

Status. Since commencing development at Ocean Pointe in the late 1990's, HASEKO has focused on bringing to market a variety of residential unit types geared to purchasers of various income levels. As an example, of the over 2,300 residential units developed in Areas 1, 2 and 3 of Ocean Pointe, nearly 40% of the units qualify as affordable housing (less than 80% AMI and 81% - 120% AMI) and workforce housing (121% - 140% AMI). In February 2020, the City confirmed that HASEKO had fulfilled its affordable housing requirements for Ocean Pointe and Hoakalei under Ordinance Nos. 85-44 and 93-94.

Condition 21

The Commission may fully or partially release these conditions as to all or any portion of the Petition Area upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by the Petitioner.

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. The Office of State Planning will certify for itself and all state departments and agencies, and the Department of General Planning 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.

Status. As and when conditions are met, HASEKO may file the appropriate motions.

HASEKO hopes this progress report sufficiently apprises the Land Use Commission of the present status of the Project, in general, and the Petition Area in particular. Should you need further information, please do not hesitate to contact the undersigned.

Very truly yours,

HASEKO (EWA), INC.



Raymond Kanna
Executive Vice President

Attachments:

- Exhibit A – Job credits pursuant to Subparagraph c.(iii) of Condition 1
- Exhibit B – Noise Covenants included in CC&Rs
- Exhibit C – Kalo‘i Gulch Watershed
- Exhibit D – Agreement for Development of Golf Course dated May 2, 1994
- Exhibit E – Hoakalei/Ocean Pointe Master Plan

cc: State Office of Planning and Sustainable Development
City Department of Planning and Permitting
AM Pacific Group LLP

EXHIBIT A

Job Credits pursuant to Subparagraph c.(iii) of Condition 1

Exhibit A

Job Credits - 2021

Monetary Contributions
Haseko (Ewa), Inc

Receipt	Check Date	Description	Check No	Amount
Weed & Seed Hawaii	5/28/2021	Summer Culinary Art Program	9413	\$ 1,000.00
The Boys & Girls Club of Hawaii	10/29/2021	7/30 Gold Sponsor Golf Tournament	9621	\$ 8,000.00
Coalition for Drug-Free Hawaii	10/29/2021	10/29 Tee Sponsor & Additional Donation	9622	\$ 400.00
Poi Dogs & Popoki	10/29/2021	11/5-19th Puka Golf Tournament	9623	\$ 1,000.00
		TOTAL 2021 Haseko (Ewa), Inc.		\$ 10,400.00

HASEKO DEVELOPMENT, INC.
Vendor: WEED & SEED HAWAII

Check Date: **9413**
May 28, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE
5-11-21	5/11/21	SUMMER CULINARY ART	1000.00	.00	1000.00

Chk. Date	5-28-21	Chk. No.	9413	Totals	1000.00	.00	1000.00
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HASEKO DEVELOPMENT, INC.
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
MAIN BRANCH
Honolulu, HI 96813
59-101/1213

9413

Date	May 28, 2021
Amount	\$1,000.00

PAY *****One thousand dollars and no cents

TO THE ORDER OF WEED & SEED HAWAII
91-884 FT. WEAVER RD., STE A
EWA BEACH, HI 96706

**** COPY ****

HASEKO DEVELOPMENT, INC.
Vendor: WEED & SEED HAWAII

Check Date: **9413**
May 28, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE
5-11-21	5/11/21	SUMMER CULINARY ART	1000.00	.00	1000.00

Chk. Date	5-28-21	Chk. No.	9413	Totals	1000.00	.00	1000.00
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HASEKO DEVELOPMENT, INC.
91-1001 Kaimalie Street, Suite 205
Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
MAIN BRANCH
Honolulu, HI 96813
59-101/1213

9413

Date	May 28, 2021
Amount	\$1,000.00

PAY *****One thousand dollars and no cents

TO THE ORDER OF WEED & SEED HAWAII
91-884 FT. WEAVER RD., STE A
EWA BEACH, HI 96706

COPY

HASEKO DEVELOPMENT, INC.
 Vendor: THE BOYS & GIRLS CLUB OF HI

Check Date: **9621**
 October 29, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE		
10-15-21	10/15/21	7/30 GOLD SPNSR GOL	8000.00	.00	8000.00		
Chk. Date	10-29-21	Chk. No.	9621	Totals	8000.00	.00	8000.00

HASEKO DEVELOPMENT, INC.
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

9621

Date	October 29, 2021
Amount	\$8,000.00

PAY *****Eight thousand dollars and no cents

TO THE ORDER OF THE BOYS & GIRLS CLUB OF HI
 HALE PONO EWA BEACH CLUBHOUSE
 91-884 FORT WEAVER RD SUITE A
 EWA BEACH, HI 96706

**** COPY ****

HASEKO DEVELOPMENT, INC.
 Vendor: THE BOYS & GIRLS CLUB OF HI

Check Date: **9621**
 October 29, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE		
10-15-21	10/15/21	7/30 GOLD SPNSR GOL	8000.00	.00	8000.00		
Chk. Date	10-29-21	Chk. No.	9621	Totals	8000.00	.00	8000.00

HASEKO DEVELOPMENT, INC.
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

9621

Date	October 29, 2021
Amount	\$8,000.00

PAY *****Eight thousand dollars and no cents

TO THE ORDER OF THE BOYS & GIRLS CLUB OF HI
 HALE PONO EWA BEACH CLUBHOUSE
 91-884 FORT WEAVER RD SUITE A
 EWA BEACH, HI 96706

COPY

HASEKO DEVELOPMENT, INC.
 Vendor: COALITION FOR DRUG-FREE HAWAII

Check Date: **9622**
 October 29, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE
10-15-21	10/15/21	10/29 TeeSpnsr&Addt	400.00	.00	400.00
Chk. Date 10-29-21			Chk. No. 9622		Totals 400.00

HASEKO DEVELOPMENT, INC.
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

9622

Date	October 29, 2021
Amount	\$400.00

PAY *****Four hundred dollars and no cents

TO THE ORDER OF COALITION FOR DRUG-FREE HAWAII
 1130 N. NIMITZ HWY, SUITE A259
 HONOLULU, HI 96817

**** COPY ****

HASEKO DEVELOPMENT, INC.
 Vendor: COALITION FOR DRUG-FREE HAWAII

Check Date: **9622**
 October 29, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE
10-15-21	10/15/21	10/29 TeeSpnsr&Addt	400.00	.00	400.00
Chk. Date 10-29-21			Chk. No. 9622		Totals 400.00

HASEKO DEVELOPMENT, INC.
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

9622

Date	October 29, 2021
Amount	\$400.00

PAY *****Four hundred dollars and no cents

TO THE ORDER OF COALITION FOR DRUG-FREE HAWAII
 1130 N. NIMITZ HWY, SUITE A259
 HONOLULU, HI 96817

COPY

HASEKO DEVELOPMENT, INC.
 Vendor: POI DOGS & POPOKI

Check Date: **9623**
 October 29, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE		
10-15-21	10/15/21	11/5-19thPukaGolfTo	1000.00	.00	1000.00		
Chk. Date	10-29-21	Chk. No.	9623	Totals	1000.00	.00	1000.00

HASEKO DEVELOPMENT, INC.
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

9623

Date	October 29, 2021
Amount	\$1,000.00

PAY *****One thousand dollars and no cents

TO THE ORDER OF POI DOGS & POPOKI
 P.O. BOX 75345
 KAPOLEI, HI 96707

**** COPY ****

HASEKO DEVELOPMENT, INC.
 Vendor: POI DOGS & POPOKI

Check Date: **9623**
 October 29, 2021

INVOICE DATE	INVOICE NO	DESCRIPTION	INV. AMOUNT	DISCNT TAKEN	BALANCE		
10-15-21	10/15/21	11/5-19thPukaGolfTo	1000.00	.00	1000.00		
Chk. Date	10-29-21	Chk. No.	9623	Totals	1000.00	.00	1000.00

HASEKO DEVELOPMENT, INC.
 91-1001 Kaimalie Street, Suite 205
 Ewa Beach, HI 96706

FIRST HAWAIIAN BANK
 MAIN BRANCH
 Honolulu, HI 96813
 59-101/1213

9623

Date	October 29, 2021
Amount	\$1,000.00

PAY *****One thousand dollars and no cents

TO THE ORDER OF POI DOGS & POPOKI
 P.O. BOX 75345
 KAPOLEI, HI 96707

COPY

EXHIBIT B

Noise Covenants Included in CC&Rs

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.e 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.e 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.e 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.e 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.

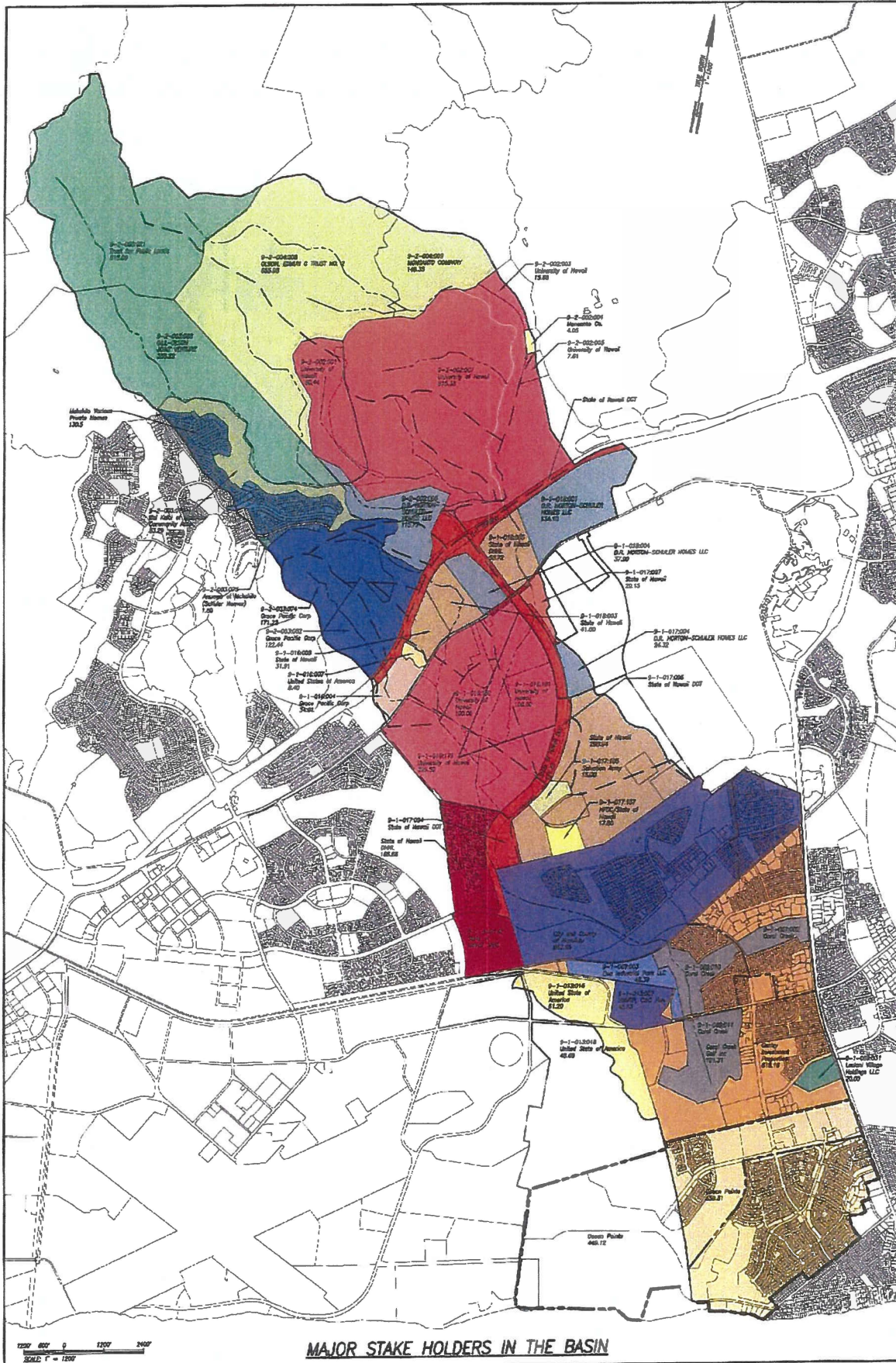
5.e In consideration of the foregoing, Declarant hereby releases and agrees that it shall not file any claim, action or lawsuit for any kind of relief, whether legal or equitable, against the City and County of Honolulu, the State of Hawaii, the Federal Government, or any agency or employee thereof, 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.a 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 C

Kalo'i Gulch Watershed



MAJOR STAKE HOLDERS IN THE BASIN

EXHIBIT D

Agreement for Development of Golf Course dated May 2, 1994



HASEKO

HASEKO (Ewa) Inc.

320 Miliāni Street, Suite 810, Honolulu, Hawaii 96813-2938
Phone (808) 599-1444 Fax (808) 545-3590

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 these 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
May 2, 1994
Page 2

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
 May 2, 1994
 Page 3

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
May 2, 1994
Page 4

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*

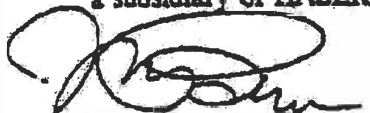
Our erosion control plan will incorporate construction BMPs. Measures will be included in the grading plan to contain all storm water runoff on our property during construction of the Ewa Marina Golf Course. If a NPDES storm water permit is determined necessary, we will submit an application to the Clean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

HASEKO (Ewa), Inc.

330 William Street, Suite 810, Honolulu, Hawaii 96813-2938
Phone: 8081 599-1444 Fax: 8081 543-5390

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.

A handwritten signature in black ink, appearing to be 'RK' with a large loop at the end.

Raymond Kanna

RK:dsl

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.

330 Miliiani Street, Suite 810, Honolulu, Hawaii 96813-2938
Phone: 8081 599-1444 Fax: 8081 565-5590

May 2, 1994

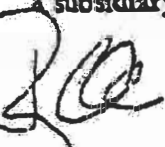
Mr. Perry J. White, Sr. Environmental Planner
Belt Collins Hawaii, Ltd.
680 Ala Moana Blvd., Suite 200
Honolulu, Hawaii 96813

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:dsl

ATTACHMENT 4

EWA MARINA GOLF COURSE
MAINTENANCE PLAN OUTLINE

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

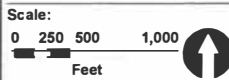
EXHIBIT E

Hoakalei/Ocean Pointe Master Plan

Hoakalei



Title:
**Hoakalei
Master Plan**



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

