



Gentry Ewa

Makai

SLUC Annual Report

2 0 2 2 , 2 0 2 3

Docket No.
A03-738

Submitted by



GENTRY
INVESTMENT
PROPERTIES

September 2024



September 10, 2024

Mr. Daniel E. Orodener, Executive Officer
State Land Use Commission
State Office Tower
235 South Beretania, Room 406
Honolulu, HI 96813

Attn: Mr. Riley K. Hakoda, Planner/Chief Clerk

Re: ***2022 and 2023 Annual Report for LUC Docket No. A03-738
Gentry Ewa Makai***

Dear Mr. Orodener:

Enclosed are an original and two copies of the Annual Report for the years 2022 and 2023 for the area reclassified under Docket No. A03-738, Gentry Ewa Makai.

Also enclosed is a flash drive containing the following information: (1) the subject Annual Report; and (2) Appendices.

If you have any questions or need any further information, please call me at 808-599-8370.

Sincerely,

GENTRY HOMES, LTD.

A handwritten signature in black ink, appearing to read 'D. Luning'.

Debra M. A. Luning
Director of Governmental Affairs
& Community Relations

Enclosures

c: State of Hawaii Office of Planning & Sustainable Development
Department of Planning and Permitting, City and County of Honolulu (8 copies)

BACKGROUND/PROJECT STATUS

The 283-acre Ewa Makai development is part of Ewa by Gentry, a 1,283-acre master planned residential community that will consist of approximately 8,500 homes at build-out. Of the total, approximately 1,634 (632 single family and 1,002 single family condominiums) were planned, built, and sold in the Ewa Makai project area.

Ewa by Gentry consists of lands that were reclassified by the State Land Use Commission from the Agricultural District to the Urban District under three separate dockets: Docket No. 074-22 (“Hirano Brothers”); Docket No. A88-627 (“Ewa by Gentry”); and Docket No. A03-738 (“Ewa Makai”). Although the lands were reclassified under three separate dockets, the project areas were master planned and developed as one community called “Ewa by Gentry.” (Note: Ewa by Gentry, as used in this report, generally refers to the entire master planned community of Ewa by Gentry, not just the area that was reclassified in 1988.) This report focuses on the status of conditions set forth in Docket No. A03-738, “Ewa Makai.”

As of December 31, 2023, 8,440 homes were sold and closed in the entire Ewa by Gentry community. Of this total, 1,634 homes had been sold and closed in Ewa Makai.

Area				
14 (por)	SF Condo	Parkside	Completed	91
33	SF Condo	Montecito	Completed	138
33	SF Condo	Tuscany	Completed	102
34	SF	WoodBridge II	Completed	42
34	SF	Prescott II	Completed	15
36	SF	Haleakea I	Completed	103
36	SF	Cypress Point	Completed	30
37	SF	Haleakea II	Completed	68
39	SF Condo	Tuscany II	Completed	116
40	SF	Latitudes	Completed	145
40	SF	Sandalwood	Completed	140
45	SF Condo	Tides at Laulani	Completed	188
46	SF Condo	Trades at Laulani	Completed	208
51 (por)	SF	Coral Ridge	Completed	89
52 (por)	SF Condo	SEAbridge	Completed	159

The projected build-out of Ewa by Gentry under the 2024 Land Use Plan (Appendix 1) extends through the year 2025, with the schedule being largely dependent upon market conditions, permit processing, and construction supply chain issues. The Ewa Makai portion of Ewa by Gentry was built-out in 2020. Ultimately, Ewa by Gentry will include a broad range of housing types, including homes for sale and for rent, in a community that is very pedestrian and bike friendly, with meandering sidewalks and bike paths. Ewa by Gentry also features a championship daily fee golf course that is available for community and public play; public and private parks; private recreation centers; an expanded Ewa Mahiko District Park in the neighboring Ewa Villages; Holomua Elementary School (which opened in August 1996); the 18-acre Ewa Makai Middle School (which opened in January 2011); a seven-acre neighborhood commercial center (which opened in the

summer of 1999); 41 acres of light industrial and commercial uses; and lots of open space.

LAND USE CONDITIONS COMPLIANCE

The following summarizes the Petitioner's progress as of December 31, 2022, in complying with conditions imposed by the Land Use Commission under the subject docket (conditions are italicized, with descriptions immediately following):

Condition 1: Affordable Housing. *Petitioner shall provide affordable housing opportunities for low, low-moderate, and gap group income residents of the State of Hawai'i to the satisfaction of the City and County of Honolulu. The location and distribution of the affordable housing or other provisions for affordable housing shall be under such terms as may be mutually agreeable between Petitioner and the County.*

Progress Report: ***Condition fulfilled.*** Petitioner executed an affordable housing agreement with the City and County of Honolulu dated November 19, 2004, for Ewa Makai. It was included as Appendix 2 to the 2006, 2007 Annual Report. On August 1, 2007, the November 2004 Agreement was amended, and based upon the revised agreement (also included as Appendix 2 to the 2006, 2007 Annual Report), the Petitioner has fulfilled its affordable housing requirements for Ewa Makai. Included as Appendix B to the 2019-2021 Annual Report was a letter from the City Department of Planning and Permitting acknowledging that Petitioner had fulfilled its affordable housing requirements for Ewa by Gentry/Ewa Makai.

Condition 2: Public School Facilities. *Petitioner shall contribute to the development, funding, and/or construction of school facilities, on a fair-share basis, as determined by and to the mutual satisfaction of Petitioner and the Department of Education. Terms of the contribution shall be agreed upon in writing by Petitioner and the Department of Education prior to obtaining County rezoning.*

Progress Report: ***Condition fulfilled.*** A written agreement dated July 23, 2003, was executed by the Petitioner and the Department of Education (DOE) for the contribution of 18 acres, more or less, for a public middle school. (See Appendix 3 to the 2006, 2007 Annual Report for a copy of the agreement. Refer to Appendix 4 for document.) Attempts to transfer the property to the State had been ongoing since 2007. A Right of Entry Agreement (ROE) with the State DOE and subsequent amendments to the ROE enabled the DOE to construct the school even if the State did not hold title to the property at the time of construction. (A Right of Entry Agreement and subsequent amendments were included as Appendix 3 to the 2010 report.) Petitioner continued to work with the DOE and DLNR regarding transfer of the property and it was finally deeded over to the State on December 7, 2010. (See Appendix C to the 2014-2018 annual report.) Classes were held at the new Ewa Makai Middle School beginning January 2011, at the start of the second semester of the 2010-2011 school year.

Condition 3: Wastewater Facilities. *Petitioner shall fund and construct adequate wastewater transmission and disposal facilities, as determined by the City and County of Honolulu Department of Environmental Services and the State Department of Health.*

Progress Report: Condition fulfilled. Capacity at HWWTP was reserved for the developments in Ewa Makai. Working with the Department of Environmental Services and the State Department of Health, Petitioner completed the construction of a new sewer pump station to service homes, businesses, the middle school and other facilities in Ewa Makai. Petitioner also funded and constructed wastewater collection and transmission facilities in accordance with the requirements of the City's Department of Planning and Permitting.

Condition 4: Transportation. *Petitioner shall participate in the pro-rata funding and construction of local and regional transportation improvements and programs necessitated by the proposed development according to the regulatory scheme and factors covered by the City and County of Honolulu's impact fee ordinance – Chapter 33A, Revised Ordinances of Honolulu, and as determined by the State Department of Transportation.*

Petitioner shall undertake subsequent mitigative measures that may be required by the Department of Transportation or the City and County of Honolulu. The mitigative measures shall be coordinated with and approved by the Department of Transportation and the City and County of Honolulu, as appropriate.

Petitioner in coordination with DOT shall provide briefing and update on regional and local traffic improvement projects to the 'Ewa community on a semi-annual basis in conjunction with this project.

Progress Report: Condition fulfilled. Petitioner has paid its pro rata share of Ewa highway impact fees for units built in Ewa Makai either through actual impact fee payments or through credits. Since October 30, 2002 (when Ordinance 02-52 went into effect) through December 31, 2023, Petitioner has paid a total of \$3,275,479.73 in impact fees to help pay for Ewa highway improvements. In addition, Gentry has received credits in the amount of \$1,641,384.00 (894 units) for the development of Kapolei Parkway.

Petitioner has undertaken mitigative measures that were required by the State Department of Transportation (SDOT) or City's Department of Planning and Permitting, Traffic Review Branch, such as the redesign of roadway layouts to enhance connectivity.

Petitioner and/or SDOT have periodically made presentations at the Ewa Neighborhood Board and at other community meetings to update the community on regional and local traffic improvements.

Condition 5: Landscaped Building Setback. *Petitioner shall provide a landscaped building setback (approximately 12 feet) along the Project's Fort Weaver Road frontage to provide flexibility in accommodating future transportation needs along the route and to buffer roadway noise.*

Progress Report: Condition fulfilled. Petitioner has provided a landscaped building setback of at least 12' along the Fort Weaver Road frontage in compliance with this condition.

Condition 6: Archaeological Inventory Survey. Should any previously unidentified burials, archaeological or historic sites such as artifacts, marine shell concentrations, charcoal deposits, or stone platforms, pavings or walls be found, Petitioner, developers and/or landowners of the affected properties shall comply with all applicable statutory provisions of Chapter 6E, Hawai'i Revised Statutes, and administrative rules of the Department of Land and Natural Resources.

Progress Report: Condition fulfilled/not applicable. The Petitioner did not encounter any archaeological resources in the project area during development of the project area.

Condition 7: Historic Preservation Mitigation Plan. Petitioner shall coordinate and discuss with the Office of Hawaiian Affairs the incorporation of Hawaiian cultural elements such as trail alignments, if deemed appropriate, and the use of proper place names for the proposed development.

Progress Report: Condition fulfilled. Since 2004, numerous attempts had been made to coordinate and discuss this requirement with OHA, but to no avail. Finally, in 2010, contact was made with OHA's Director of Education, who participated in the naming of the Ewa Makai Middle School. He also provided input on the naming of Hoalauna Park, a private community park in Ewa by Gentry.

Condition 8: Solid Waste Management Plan. Petitioner shall develop a Solid Waste Management Plan in conformance with the Integrated Solid Waste Management Act, Chapter 342G, Hawai'i Revised Statutes. Petitioner's Solid Waste Management Plan shall be approved by the City and County of Honolulu Department of Environmental Services. The Plan shall address and encourage an awareness of the need to divert the maximum amount of waste material caused by developments away from the County's landfills.

Progress Report: Condition fulfilled. Petitioner followed responsible waste management practices in the development of Ewa Makai and as required under the City's solid waste management plan, disposed of its construction debris at the PVT Landfill. In addition, Petitioner attempted to minimize the amount of waste material caused by its development in an effort to promote sustainable waste management and green building practices.

Condition 9: Air Quality Monitoring. Petitioner shall participate in an air quality monitoring program as specified by the State Department of Health.

Progress Report: Condition fulfilled. The Petitioner worked with the Department of Health to ensure that fugitive construction dust was controlled and that air quality standards were in compliance with Department of Health regulations.

Condition 10: Drainage Improvements. *Petitioner, its successors, and assigns shall coordinate the design and construction of drainage improvements on the Property required as a result of the development of the Property to the satisfaction of Federal, State, and City agencies with the goal of executing an agreement on the interim and ultimate regional drainage plan as soon as possible. Petitioner, its successors and assigns shall participate in the planning and coordination of offsite improvements with all landowners and developers in the Kalo`i drainage basin, and other Federal, State, and City agencies.*

Progress Report: Condition fulfilled. Petitioner prepared drainage master plans for Ewa Makai East and Ewa Makai West, which were approved by the City's Department of Planning and Permitting. Petitioner also participated in Kalo'i Gulch Regional Drainage discussions hosted by the Department of Planning and Permitting, City and County of Honolulu.

Condition 11: Regional Drainage Solutions. *Petitioner, its successors, and assigns, agrees to work with the City to implement interim and long-term regional drainage solutions as follows:*

- a. Petitioner shall submit an updated drainage master plan if required for the Property to the City for its review and approval prior to any subdivision approvals other than for minor matters, such as easements.*
- b. Drainage solutions for the Property shall be compatible with the drainage designs for other developments in the Kalo'i drainage basin and shall conform to applicable Federal, State, and City laws, rules, regulations, and standards.*
- c. Drainage improvements for the Property shall be consistent with the policies and principles in the `Ewa Development Plan.*
- d. Petitioner shall be responsible for maintaining previously constructed drainage improvements which limit channelized runoff to 2,500 cubic feet per second at the Property's southern boundary (specifically at the property boundary between Petitioner's Property and Haseko's property) for events up to a 100-year storm. Petitioner shall also take reasonable measures to minimize non-channelized flows from the Property by construction of berms, detention basins, or other appropriate methods. These requirements shall remain in force until long-range regional drainage improvements are in place in accordance with the approved drainage master plan for the Project.*
- e. Petitioner has or shall enter into a Letter Agreement with Hawaii Prince to mutually address the drainage issues as it pertains to the Hawaii Prince Golf Course.*

Progress Report: Conditions fulfilled

- 11a. Petitioner prepared drainage master plans for Ewa Makai East and Ewa Makai West, both of which were approved by the City's Department of Planning and Permitting.
- 11b. Drainage improvements called for in the drainage master plan for Ewa Makai West were compatible with the drainage designs for other developments in the Kalo'i drainage basin and conformed with applicable Federal, State and City laws, rules, regulations, and standards. Also, as previously noted, Petitioner participated in Kalo'i Gulch Regional Drainage meetings held by the City's Department of Planning and Permitting.
- 11c. Drainage master plans for Ewa Makai East and Ewa Makai West were approved by the City's Department of Planning and Permitting and are in accordance with the Ewa Development Plan.
- 11d. The drainage master plan for Ewa Makai West took into account the requirements set forth in Condition 11.d. Petitioner developed and provided interim drainage solutions until a permanent drainage solution for the project was implemented.
- 11e. Petitioner entered into a letter agreement with Hawaii Prince Hotel in 2003 which mutually addressed drainage issues.

Condition 12: Water Resources Allocation and Permits. *Petitioner shall participate in the funding and construction of adequate water source, storage, and transmission facilities and improvements to accommodate the proposed Project. Water transmission facilities and improvements shall be coordinated and approved by appropriate State and County agencies.*

Progress Report: Condition fulfilled. Petitioner has constructed water system improvements as required by the Honolulu Board of Water Supply. Petitioner also paid water systems facilities charges imposed by the Honolulu Board of Water Supply on an ongoing basis during the building permit approval process

Condition 13: Avigation and Noise Easement. *Petitioner shall grant to the State of Hawai'i an avigation (right of flight) and noise easement in a form prescribed by the State Department of Transportation of any portion of the Property subject to aircraft noise contours exceeding 55 Ldn.*

Progress Report: Condition fulfilled. The Petitioner granted the State of Hawaii an avigation and noise easement for portions of the property that are subject to aircraft noise contours exceeding 55 Ldn on October 26, 2010. (See Appendix D of the 2012-13 Annual Report.)

Condition 14: Sound Attenuation. *Petitioner shall not construct residential units within areas exposed to Honolulu International Airport and Naval Station Barbers Point noise levels of 65 Ldn or greater.*

Progress Report: Condition fulfilled. Petitioner did not construct any units within areas exposed to noise levels of 65 Ldn or greater.

Condition 15: Civil Defense Systems. *Petitioner, developers and/or landowners of the Property shall fund and construct adequate solar powered civil defense systems as determined by the County and State Civil Defense agencies.*

Progress Report: Condition fulfilled. The Petitioner funded and constructed a solar powered civil defense system in Ewa Makai-East in accordance with recommendations made by the Oahu Civil Defense and State Civil Defense agencies. Included as Appendix 4 to the 2006, 2007 report is a letter from the State Civil Defense stating that the inspection of the Area 19 siren was conducted on August 5, 2005, and that the siren was found to be acceptable.

Condition 16: Energy Conservation Measures. *Petitioner shall implement energy conservation measures such as the use of solar energy and solar heating and incorporate such measures into the Project.*

Progress Report: Condition fulfilled. The Petitioner, a leader in green building, included a number of environmentally-friendly components as standard features in all of its new homes, including solar water heaters, and in some communities, photovoltaic systems. Other “green” features included use of sustainable Borate-treated termite-resistant lumber from managed forests; use of exterior Hardiplank cement siding which is termite-resistant rather than a wood exterior for superior durability and longevity; use of building materials and products that contain no ozone destroying chemicals; water conservation features in exterior landscaping; interior spaces that are arranged to promote good airflow and cross ventilation; use of HECO-approved 120-gallon solar water heaters with automatic timers; Icynene open cell foam insulation; Dual Glaze / Low E high performance vinyl windows with superior UV protection; GE Profile Energy Star Rated appliances; compact fluorescent lighting and LED lighting, dual flush toilets and other energy efficient features such as low flow plumbing fixtures for interior water conservation.

Condition 17: Compliance with Representations to the Commission. *Petitioner shall develop the Property in substantial compliance with the representations made to the Commission. Failure to develop the Property may result in reversion of the Property to its former classification, or change to a more appropriate classification.*

Progress Report: Condition fulfilled. The Petitioner developed the Property in substantial compliance with representations made to the Commission.

Condition 18: Notice of Change to Ownership Interests. *Petitioner shall give notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the Property, prior to development of the Property.*

Progress Report: Not applicable. The Petitioner did not sell, lease, assign, place in trust or otherwise alter the ownership interests in the Property prior to its development.

Condition 19: Annual Reports. *Petitioner shall timely provide without any prior notice, annual reports to the Commission, the Office of Planning, and the City and County Department of Planning and Permitting in connection with the status of the Project and Petitioner's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.*

Progress Report: Condition fulfilled. This annual report has been prepared to show how Gentry has complied with the conditions imposed herein by the Commission in connection with the development of the Project.

Condition 20: Release of Conditions Imposed by the Commission. *The Commission may fully or partially release the conditions provided herein as to all or any portion of the Property upon timely motion and upon the provision of adequate assurances of satisfaction of these conditions by Petitioner.*

Progress Report: The Petitioner will be filing a motion to release the conditions provided herein, all of which have been satisfied.

Condition 21: Recording of Conditions. *Within 7 days of the issuance of the Commission's Decision and Order for the subject reclassification, Petitioner shall (a) record with the Bureau of Conveyances a statement that the Property is subject to conditions imposed herein by the and Use Commission in the reclassification of the Property, and (b) shall file a copy of such recorded statement with the Commission.*

Progress Report: Condition fulfilled. The Petitioner complied with this Condition and filed a copy of the recorded statement with the Commission on December 22, 2003. (See Appendix 5 to the 2006, 2007 Annual Report.)

Condition 22: Recording of Conditions. *Petitioner shall record the conditions imposed herein by the Commission with the Bureau of Conveyances pursuant to section 15-15-92, Hawai'i Administrative Rules.*

Progress Report: Condition fulfilled. The conditions imposed by the State Land Use Commission were recorded with the Bureau of Conveyances on February 11, 2004, as Land Court Document No. 3068154. The original certified copy was transmitted to the State Land Use Commission on May 24, 2004. (A copy of the Declaration of Land Use Conditions was included as Appendix 6 to the 2006, 2007 Annual Report.)

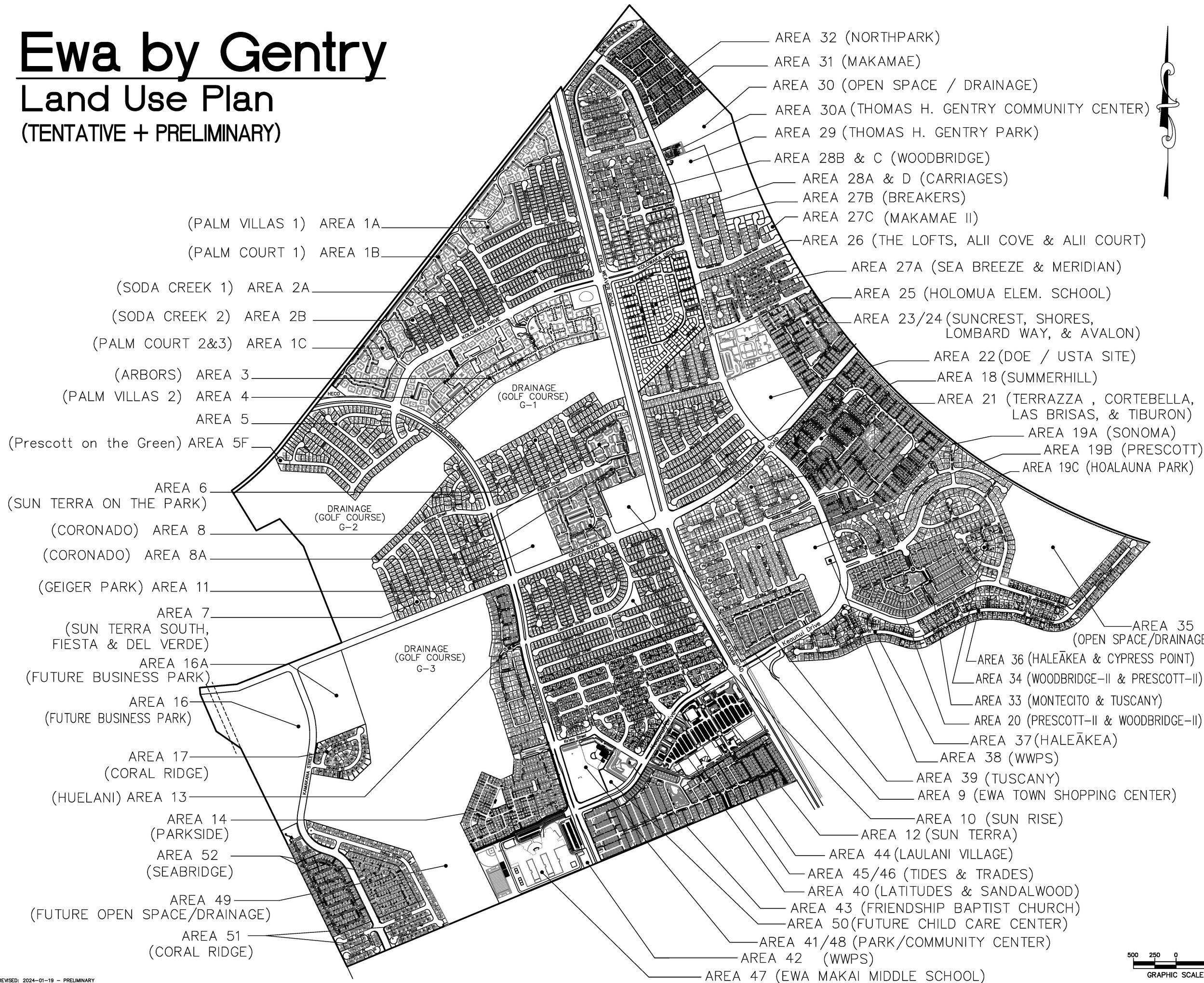
Appendix 1
2024 Ewa by Gentry Land Use
Plan

Ewa by Gentry

Land Use Plan

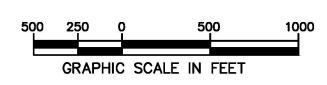
(TENTATIVE + PRELIMINARY)

ACREAGE & UNITS



PARCEL	PRODUCT TYPE	ACRES	UNITS
AREA 1A	MULTI-FAMILY	15.39	352
AREA 1B	MULTI-FAMILY	4.70	88
AREA 1C	MULTI-FAMILY	16.70	312
AREA 2A	SINGLE FAMILY	41.88	413
AREA 2B	SINGLE FAMILY	4.52	46
AREA 3	MULTI-FAMILY	21.44	289
AREA 4	MULTI-FAMILY	15.67	384
AREA 5	SINGLE FAMILY	26.63	193
AREA 5F	SINGLE FAMILY	1.06	6
AREA 6	SINGLE FAMILY	23.22	182
AREA 7	SINGLE FAMILY	37.07	289
AREA 8	MULTI-FAMILY	5.53	156
AREA 8A	MULTI-FAMILY	3.86	100
AREA 9	COMMERCIAL	6.67	---
AREA 10	MULTI-FAMILY	11.71	408
AREA 11	PARK SITE	10.07	---
AREA 12	CLUSTER	52.06	451
AREA 13	MULTI-FAMILY	12.55	101
AREA 14	SINGLE FAMILY - CONDO	22.62	235
AREA 16	FUTURE BUSINESS PARK	29.29	---
AREA 16A	FUTURE BUSINESS PARK	11.68	---
AREA 17	SINGLE FAMILY	7.37	46
AREA 18	SINGLE FAMILY	39.10	305
AREA 19A	SINGLE FAMILY	22.70	129
AREA 19B	SINGLE FAMILY	22.20	153
AREA 19C	PARK SITE	9.22	---
AREA 20	SINGLE FAMILY	34.20	203
AREA 21	SINGLE FAMILY-CONDO	50.33	612
AREA 22	FUTURE DOE / USTA SITE	12.05	---
AREA 23/24	MULTI-FAMILY/SF-CONDO	16.39	289
AREA 25	SCHOOL SITE	8.02	---
AREA 26	SINGLE FAMILY-CONDO	24.62	316
AREA 27A	SINGLE FAMILY	13.37	109
AREA 27B	SINGLE FAMILY	14.26	113
AREA 27C	FUTURE SINGLE FAMILY	3.64	18
AREA 28A & D	SINGLE FAMILY	12.14	70
AREA 28C & B	SINGLE FAMILY	15.50	89
AREA 29	PARK SITE	6.00	---
AREA 30	OPEN SPACE	18.78	---
AREA 30A	COMMUNITY CENTER	0.80	---
AREA 31	SINGLE FAMILY	24.00	150
AREA 32	SINGLE FAMILY - CONDO	14.67	174
AREA 33	SINGLE FAMILY - CONDO	22.09	240
AREA 34	SINGLE FAMILY	9.45	57
AREA 35	OPEN SPACE	23.94	---
AREA 36	SINGLE FAMILY	25.60	133
AREA 37	SINGLE FAMILY	14.22	68
AREA 38	PUMP STATION	0.20	---
AREA 39	SINGLE FAMILY - CONDO	12.04	116
AREA 40	SINGLE FAMILY	42.53	285
AREA 41/48	PARK & COMM. CTR.	7.28	---
AREA 42	PUMP STATION	0.36	---
AREA 43	FRIENDSHIP BAPTIST CHURCH	2.00	---
AREA 44	COMMERCIAL	20.00	---
AREA 45/46	SINGLE FAMILY - CONDO	35.02	396
AREA 47	SCHOOL SITE	18.67	---
AREA 49	OPEN SPACE	13.94	---
AREA 50	FUTURE CHILD CARE CENTER	0.92	---
AREA 51	SINGLE FAMILY	20.33	132
AREA 52	SINGLE FAMILY - CONDO	22.80	277
EWA BY GENTRY TOTAL		1,035.23	8,467
TOTAL ACREAGE DOES NOT INCLUDE MAIN ROADS OR LANDSCAPE AREAS			
G-1	GOLF COURSE	31.34	---
G-2	GOLF COURSE	58.94	---
G-3	GOLF COURSE	102.27	---

DATA UPDATED 01/11/21



2024

Appendix 2

Ewa Makai by Gentry Affordable Housing Agreement

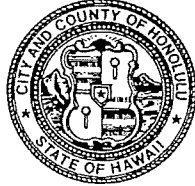
(dated November 19, 2004)

**Ewa Makai by Gentry Affordable Housing Agreement
dated November 19, 2004**

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 523-4414 • FAX: (808) 527-6743
DEPT. WEB SITE: www.honolulu.gov • CITY WEB SITE: www.honolulu.gov

JEREMY HARRIS
MAYOR



ERIC G. CRISPIN, AIA
DIRECTOR

BARBARA KIM STANTON
DEPUTY DIRECTOR

2004/ELOG-2199
2003/Z-9(DM)

November 19, 2004

Ms. Debra M. A. Luning
Director of Governmental Relations
and Community Affairs
Gentry Homes, Limited
P.O. Box 295
Honolulu, Hawaii 96809

RECEIVED
NOV 23 2004

Dear Ms. Luning:

Ewa Makai by Gentry Affordable Housing Agreement

Your approved affordable housing agreement is enclosed for your files. A copy has been retained for our files.

If you have questions, please call Dave Matsushima of our Development Plans and Zone Change Branch at 527-5872.

Sincerely yours,

A handwritten signature in black ink, appearing to read "Eric G. Crispin".

EGC
ERIC G. CRISPIN, AIA
Director of Planning and Permitting

EGC:lh
/UAGentrymakai23.DOC

Enclosure

AGREEMENT

This Agreement is made as of September ___, 2004, by and between the CITY AND COUNTY OF HONOLULU, a municipal corporation of the State of Hawaii ("City"), the principal place of business and mailing address of which is Honolulu Hale, 530 South King Street, Honolulu, Hawaii 96813; GENTRY HOMES, LTD., a Hawaii corporation ("Gentry"), and GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership, a Hawaii corporation, the principal place of business and mailing address of both of which is 560 N. Nimitz Highway, Suite 300, Honolulu, Hawaii 96817.

PRELIMINARY STATEMENT

Gentry Investment Properties is the owner of approximately 283 acres of real property located at Ewa, Oahu, Hawaii, which is subject to a Unilateral Agreement dated March 16, 2004, recorded as Document No. 3084363, and entered into pursuant to Ordinance No. 04-08 (the "Unilateral Agreement"). Gentry is the developer of the subject real property, called the "Ewa Makai" project. Condition 2 of the Unilateral Agreement sets forth certain requirements relating to the provision of affordable housing in the Ewa Makai project as follows (the "Affordable Housing Condition"):

At least 30 percent of the units shall be delivered to households with incomes up to and including 120 percent of the median income levels or less; including no less than the equivalent of 10 percent of the units to be delivered to households with incomes up to and including 80 percent of the median income level or less ("affordable dwelling units"). "Median income level" means the median income for Honolulu, adjusted for family size, as determined by the United States Secretary of Housing and Urban Development.

Condition 2 also provides that a portion of the affordable housing requirement for Ewa Makai may be met by affordable housing units in the Ewa by Gentry project not needed to meet the requirements for Ewa by Gentry.

AGREEMENT

For and in consideration of the mutual promises stated below, the City, Gentry Investment Properties, and Gentry agree as follows:

1. Affordable Housing Program for Ewa Makai – General Guidelines.

Gentry agrees to fulfill the Affordable Housing Condition by (i) the sale and/or rental of affordable dwelling units to be developed in Ewa Makai and (ii) the application of affordable housing credits from units built in the Ewa by Gentry project, as set forth in Section 3 below. In connection with the development and sale of affordable dwelling units, Gentry will comply with the terms of Ordinance 99-51, as amended by Ordinance 01-33, and the City's Rules for the Terms of Unilateral Agreements Requiring Affordable Housing dated October 20, 1994, as amended, ("UA Rules"). Without limiting the foregoing, and subject to the applicable provisions of the referenced Unilateral Agreements and UA Rules, Gentry acknowledges and agrees that (a) subject to deviations allowed in the UA Rules, the types of affordable dwelling units in Ewa Makai shall be similar to or larger than the types of market units in Ewa Makai as defined by the number of bedrooms; (b) to the extent practicable, the affordable dwelling units shall be constructed and delivered simultaneously with the market units; and (c) all members of the public shall have an equal opportunity to apply for the affordable dwelling units.

2. Affordable Housing Program: Calculation of the Number of Affordable Units Required.

The total number of affordable dwelling units to be developed under this Agreement will be based on the total number of units to be developed in Ewa Makai. As of the date of this Agreement, Gentry plans to develop a total of 1849 residential units in Ewa Makai, so that the Affordable Housing Condition will require 185 units to be delivered to households with incomes up to and including 80 percent of the median income level (the "80% Category") and 370 units to be delivered to households with incomes up to and including 120 percent of the median income levels (the "120% Category") for a total of 555 required affordable housing units. These numbers are subject to change, and Gentry shall keep the City advised as to its current projections of residential units to be developed in Ewa Makai.

3. Application of Excess Credits from Ewa by Gentry.

Pursuant to the terms of Condition 2 of the Unilateral Agreement, a portion of the Affordable Housing Condition for Ewa Makai, not to exceed forty-nine percent (49%) will be satisfied by the application of affordable housing credits from dwelling units in the Ewa by Gentry project that are not needed to meet the affordable housing requirements for Ewa by Gentry ("Excess Credits"). Attachment A (which is attached to and made a part of this Agreement) shows that as of June 30, 2004, there were 384 Excess Credits in the 80% Category, and 42 Excess Credits in the 120% Category. The total number of Excess Credits may change, depending on the ultimate development of Ewa by Gentry.

Based on the current projected number of Excess Credits, Gentry plans to fulfill the Ewa Makai Affordable Housing Condition as follows: To fulfill the Ewa Makai estimated requirement of 185 affordable dwelling units in the 80% Category, 185 of the 384 Excess Credits from Ewa by Gentry 80% Category will be applied. To fulfill the estimated requirement of 370 units in the 120% Category, 45 Excess Credits in the Ewa by Gentry 80% Category and 42 Excess Credits in the Ewa by Gentry 120% Category will be transferred from Ewa by Gentry to Ewa Makai. The remaining requirement of approximately 283 units in the 120% Category will be fulfilled by affordable dwelling units to be constructed in Areas 33A, 33B, and 14 of Ewa Makai as follows:

Plan for Meeting Remaining Affordable Housing Requirements in Ewa Makai
(Numbers are subject to change)

Area	Type of Unit	Estimated Sales Price	Target Market	Est. No. of Aff. Units	Estimated 1 st Closing
Area 33A Montecito	Single family condominium	\$275,000 to \$300,000	120%	115	2005
Area 33B Tuscany	Single family condominium	\$300,000 to \$350,000	120%	90	2005
Area 45 To be named	Condominium	\$300,000s	120%	80	2007

The total number of required affordable housing credits, affordable dwelling units, and Excess Credits to be applied in each category shall be subject to change depending on the actual number of units developed and sold in Ewa by Gentry and Ewa Makai. Gentry shall provide annual reports to the City as to the status of its compliance with this Agreement and the Affordable Housing Condition based upon the current projections for development. Gentry reserves the right to build and sell more affordable units in the 80% and 120% categories in Ewa Makai that are in excess of its affordable housing obligations. With the approval of the City Department of Planning and Permitting, any Excess Credits in Ewa Makai may be used to fulfill the affordable housing requirements for other developments in the Ewa

Development Plan area, provided that the Excess Credits do not exceed 50% of the total affordable housing requirement for any particular development.

4. **Maximum Sales Prices.** In order to qualify for credits, the affordable housing units shall meet the sales price limits established annually by the City based on HUD income limits. The maximum sales prices established by the City as of April 20, 2004, are set forth below. These prices are subject to change based on future changes to the HUD income limits:

City Department of Planning and Permitting
Maximum Sale Prices for Credit
Effective April 20, 2004

	Studio	1 Bedroom	2 Bedroom	3 Bedroom	4 Bedroom
80% Category	\$166,455	\$205,008	\$242,671	\$272,736	\$304,877
120% Category	\$272,669	\$332,437	\$389,901	\$436,940	\$486,120
140% Category	\$325,776	\$396,151	\$463,516	\$519,041	\$576,741

5. **Compliance with Laws.** All affordable dwelling units in Ewa Makai shall be constructed in accordance with all applicable statutes, codes, and ordinances of the City, State, and Federal governments. All construction shall be performed in good and workmanlike manner and with new materials, with exterior materials being similar to those used in market units.

6. **Indemnification.** Gentry will indemnify the City, its officers, employees and agents and will hold them harmless against all claims, including attorneys' reasonable fees, made by any person or entity for: (a) failure of Gentry or its agents to make any required disclosures to a buyer or any other person, as required by law; (b) any misrepresentations made by Gentry or its agents, including, but not limited to, sales agents, to a buyer or any other person; (c) loss or damage, including death, personal injury, or damage to real or personal property, arising out of or in connection with the construction and development and sale/rental of an affordable dwelling unit during the performance of this Agreement caused, in whole or in part, by Gentry, its agents, employees, contractors, or subcontractors, or any failure by Gentry to keep its property or any improvements thereon in a safe condition; and (d) any warranty pertaining to the affordable dwelling units; so long as any such claim did not result from the negligence in whole or in part by the City, its agents, employees, contractors or subcontractors. The City will indemnify Gentry and hold Gentry harmless against all claims, including reasonable attorneys' fees, made by any person or entity relating to the City's determination of eligibility or non-eligibility to purchase an affordable dwelling unit under Gentry's Affordable Housing Program.

7. **Default.** If Gentry does not comply with the terms of the Affordable Housing Program in connection with the sale or rental of an affordable dwelling unit, then the City shall give written notice to Gentry describing the nature of the default, which dwelling units or transactions are affected, and an explanation that if such default remains uncured for thirty days after the written notice is mailed or delivered to Gentry, the City may declare the defaulting unit(s) to be ineligible for affordable housing credits under the Unilateral Agreement. The City may exercise any other remedy available to it in law or in equity.

8. Restriction on the Use, Sale, and Transfer of For-Sale Properties; Bonus Credits.

Affordable dwelling units that are developed in Ewa Makai and sold and closed within ninety (90) days after expiration of Ordinance 01-33, shall comply with the requirements of Ordinance 99-51, as amended by Ordinance 01-33, as well as applicable provisions of the UA Rules. Affordable dwelling units that are developed in Ewa Makai and sold and closed on or after the ninety-first (91st) day after expiration of Ordinance 01-33, shall comply with the requirements set forth in the UA Rules only. Such units shall also be eligible for bonus credits as permitted in the rules, as applicable.

9. Miscellaneous Provisions

A. Integration. This instrument contains all of the terms of the agreement of the parties pertaining to the subject matter stated in this instrument. Each party acknowledges that no person or entity has made any oral or written representation on which it has relied in entering into the agreement stated in this instrument which is not included as a term in it.

B. Amendment. The terms of this instrument may be amended only by each party signing a subsequent written instrument which states the amendment.

C. Authorization. Each party warrants to each other party that the individuals executing this instrument on behalf of the respective parties are authorized to do so.

D. Counterparts. This instrument may be executed by the parties in counterparts. The counterparts executed by the parties named in this instrument and, if necessary, properly acknowledged, taken together, shall constitute a single instrument.

E. Binding Effect. Upon its execution by each party, this instrument shall become binding and enforceable according to its terms. If more than one party is obligated by any terms stated in this instrument, those parties shall be jointly and severally liable for the performance of those obligations. The rights and obligations of each party named in this instrument shall bind and inure to the benefit of each party, their respective heirs, personal representatives, successors, and assigns.

F. Survival. The representations and warranties stated in this instrument made by each party shall survive the termination of the agreement stated in this instrument.

G. Assignment. Neither the entire agreement which is stated in this instrument nor any interest in it may be assigned by any party for any purpose without the prior written consent of each other party.

H. Consent, Subsequent Agreement. If a subsequent consent or agreement required of any party by the terms of this instrument is requested by a party, it shall not be unreasonably withheld by the party to whom the request is made.

I. Force Majeure. If any party is prevented from performing its obligations stated in this instrument by any cause not within the reasonable control of that party, including, but not limited to fire, an act of God, public enemy, or war, an act or failure to act of a government entity (except on the part of the City), unavailability of materials, or actions by or against labor unions, it shall not be in default of its obligations stated in this instrument. Provided, however, any party delayed by such an event requests an extension of time to perform its obligations stated in this instrument, it shall notify the party to which it is obligated within ten days following the event. If the notified party agrees that the event was the cause of the delay, the time to perform the obligations stated in this instrument shall be extended by the number of

days of delay the parties agree was caused by the event. If no notice is given by the delayed party, no time extension shall be granted.

J. Notice. Any notice required or permitted by the terms of this instrument to be given by a party to any other party, shall be written and shall be personally delivered or mailed postage prepaid by certified mail, return receipt requested, to each other party at the addresses and to the person designated by each party, stated below. No other method of notification shall be effective.

City and County of Honolulu
Department of Planning and Permitting
650 South King Street, 7th Floor
Honolulu, Hawaii 96813
Attention: Director

Gentry Homes, Ltd.
560 N. Nimitz Highway, Suite 300
Honolulu, Hawaii 96817
Attention: Tosh Hosoda, Senior Vice President - Planning

K. Severability. If any term stated in this instrument subsequently is determined to be invalid, illegal, or unenforceable, that determination shall not affect the validity, legality, or enforceability of the remaining terms stated in this instrument unless that is made impossible by the absence of the omitted term.

L. No Drafter. No party shall be deemed to have drafted this instrument. No term stated in this instrument shall be construed against any party as its drafter.

M. Applicable Law. The terms of this instrument shall be interpreted in accordance with the laws of the State of Hawaii as those laws are construed and amended from time to time.

N. Defined Terms. Certain terms where they initially are used in this instrument are set off by quotation marks inside parentheses and subsequently are capitalized. Those designated terms shall have the same meaning throughout this instrument, unless clearly inappropriate in the context.

O. Gender; Number. In this instrument, the use of any gender shall include all genders and the use of any number in reference to nouns and pronouns shall include the singular or plural, as the context dictates.

P. Paragraph Titles. The titles of each paragraph included in this instrument are included only for the convenience of the parties. They shall not be considered in the construction and interpretation of the terms stated in this instrument.

Q. Short-Form. If required by the provisions of this instrument or requested by any party, a short-form of this instrument shall be executed by the parties, the signatures properly acknowledged by a Notary Public, and recorded in the Bureau of Conveyances, State of Hawaii, or filed in the Office of the Assistant Registrar of the Land Court, State of Hawaii, as is appropriate.

[End of text. Signatures begin on page 6.]

The City, Gentry Investment Properties and Gentry have executed this instrument on

_____.


APPROVED AS TO CONTENTS

CITY AND COUNTY OF HONOLULU
Department of Planning and Permitting

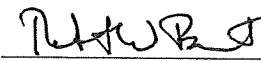
By  11.17.04
Department of Planning and
Permitting

By 
Its

APPROVED AS TO FORM AND
LEGALITY:

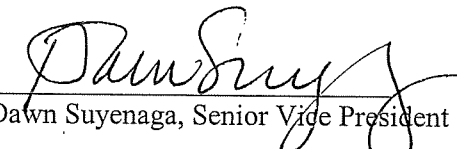
By 
Deputy Corporation Counsel
City and County of Honolulu

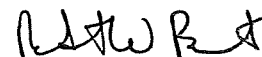
GENTRY HOMES, LTD.,
a Hawaii corporation

By 
Its President and Chief Executive Officer
Robert W. Brant

"Gentry"

GENTRY INVESTMENT PROPERTIES,
a Hawaii limited partnership
By Gentry-Pacific, Ltd., its general partner

By 
Dawn Suyenaga, Senior Vice President

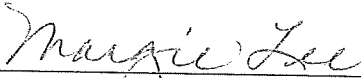
By 
Robert W. Brant, Vice President

[Agreement re Affordable Housing for Ewa Makai]

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 19th day of November 2004, before me appeared ERIC G. CRISPIN to me personally known, who being by me duly sworn, did say that he is the DIRECTOR of the Department of Planning and Permitting of the CITY AND COUNTY OF HONOLULU, a municipal corporation, and that the seal affixed to said instrument is the corporate seal of said municipal corporation, and that the instrument was signed and sealed on behalf of said municipal corporation by authority of its City Council, and said ERIC G. CRISPIN acknowledged the instrument to be the free act and deed of said municipal corporation.

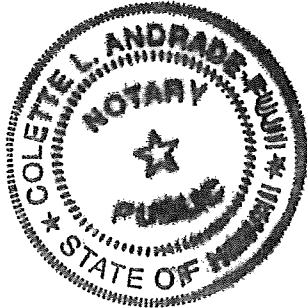
L.S.



Notary Public, State of Hawaii
My commission expires: August 1, 2005

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

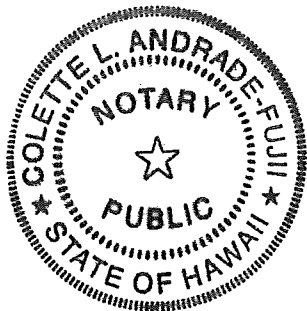
On SEP 27 2004, 2004, before me appeared ROBERT W. BRANT, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity(s) shown, having been duly authorized to execute such instrument in such capacity(s).



Colette L. Andrade-Fujii
Notary Public, State of Hawaii
Printed Name of Notary: COLETTE L. ANDRADE-FUJII
My commission expires: July 17, 2008

STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On SEP 24 2004, 2004, before me appeared **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity(s) shown, having been duly authorized to execute such instrument in such capacity(s).

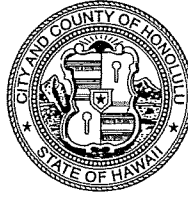


Colette L. Andrade-Fujii
Notary Public, State of Hawaii
Printed Name of Notary: COLETTE L. ANDRADE-FUJII
My commission expires: July 17, 2008

**Letter dated August 1, 2007
from Department of Planning & Permitting amending the
November 2004 Agreement**

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
TELEPHONE: (808) 768-8000 • FAX: (808) 527-6743
INTERNET: www.honolulu.gov • DEPT. WEB SITE: www.honolulu.dpp.org



MUFI HANNEMANN
MAYOR

HENRY ENG, FAICP
DIRECTOR

DAVID K. TANOUE
DEPUTY DIRECTOR

2007/ELOG-2129(rns)
2003/Z-9

August 1, 2007

RECEIVED

AUG 7 2007

Ms. Debra M. A. Luning
Director of Governmental Affairs
and Community Relations
Gentry Homes, Ltd.
P.O. Box 295
Honolulu, Hawaii 96809

Dear Ms. Luning:

Subject: Request for Amendment of the Gentry Ewa Makai Project
Affordable Housing Agreement

This letter responds to your June 8, 2007 letter, requesting approval for an amendment to the Affordable Housing Agreement for the Gentry Ewa Makai project which was approved and executed on November 19, 2004.

We are willing to approve your request that Section 3 of the November 2004 Agreement be amended to remove the limit on the amount of Excess Credits earned from the Ewa by Gentry project that can be applied to meet the affordable housing requirements of the Gentry Ewa Makai project.

However, in order to be in compliance with the language of the Ordinance 04-08 Unilateral Agreement Condition 2, you must earn credit for at least one (1) affordable unit at the Gentry Ewa Makai project site.

Please submit an amended signed affordable housing agreement with the changes for our review and signature.

If you have any questions, please contact Kathy Sokugawa at 768-8053.

Very truly yours,


Henry Eng, FAICP, Director
Department of Planning and Permitting

HE:mo
556873

Ewa by Gentry

Calculation of City's Affordable Housing Requirements

EWA BY GENTRY

CALCULATION OF CITY'S AFFORDABLE HOUSING REQUIREMENTS
(Based on projected units as of 12/31/07)

Ewa by Gentry

1984 REZONING

Area	Name of Project	Units
1A (por)	Palm Villas (R)	112
1A (por)	Palm Villas (S)	240
1B & 1C	Palm Court	400
2A & 2B	Soda Creek	459
3	Arbors	289
4	Palm Villas 2	384
5	Kula Lei (Schuler Homes)	143
6	Sun Terra on the Park (portion)	171
7	Sun Terra South/Fiesta/Del Verde (portion)	17
8 & 8A	Coronado	256
10	Sunrise (portion)	101
		2572

Affordable Housing Requirements		
80%	81-120%	121-140%

10%	257
-----	-----

1991 REZONING

5	Kula Lei (Schuler Homes)	19
6	SunTerra on the Park (portion)	11
7	Sun Terra South/Fiesta/Del Verde (portion)	187
10	Sunrise (portion)	307
12	Sun Terra	451
18 (por)	SummerHill	221
18 (por)	Trovare (Carr Development)	84
24 (por)	Avalon	6
24 (por)	Suncrest	64
24 (por)	The Shores at Suncrest	36
24 (por)	Lombard Way	37
26 (por)	The Lofts	45
26 (por)	Alii Cove	157
26 (por)	Alii Court	114
27A	Fiesta Sea Breeze	86
27A & 27B (por)	Meridian	57
27B (por)	The Breakers	79
27C	To be named	60
28A & D	The Carriages	70
28B & C	WoodBridge	89
30	Future multi-family	181
		2361

10%	30%	20%
236	708	472

1994/2001 REZONING

5	Kula Lei (Schuler Homes)	31
5F	Prescott on the Green	6
7 (por)	Sun Terra South/Fiesta/Del Verde (portion)	85
13	Hu'elani	101
14 (por)	Future multi-family	94
19A	Sonoma	129
19B	Prescott	153
20	Prescott II & Woodbridge II	203
21(por)	Terrazza	167
21(por)	CorteBella	130
21(por)	Las Brisas	181
21(por)	Tiburon	134
23 (por)	Lombard Way	106
23 (por)	Avalon	40
31	Future single family	284
		1844

10%	20%
184	369

1998 REZONING

17, 17A (por)	Future single family	39
		39

10%	20%
4	8

TOTAL UNITS IN EWA BY GENTRY 6816

Total Estimated Affordable Housing Requirements for Ewa by Gentry

682	1085	472
-----	------	-----

Affordable Units Sold as of 12/31/07 (See Exhibit 1.)

1097	1316	356
------	------	-----

Estimated Remaining Requirements in EbG as of 12/31/07

-415	-231	116
------	------	-----

Ewa Makai

2004/2006 REZONING

14 (por)	Future single family condos	54
17A	Future single family	310
33	Montecito & Tuscany	240
34	Woodbridge II/Prescott II	57
36	Haleakea & Cypress Point	133
37	Haleakea	68
39	Tuscany	116
40	Latitudes	285
45/46	Tides & Trades	410
		1673

10%	20%
167	335

8489

Total Estimated Affordable Housing Requirements for Ewa Makai

167	335
-----	-----

80% Affordable Credits Transferred from Ewa by Gentry

167	22
-----	----

Up to 120% Affordable Credits Transferred from Ewa by Gentry

	231
--	-----

Affordable Units Sold in Ewa Makai as of 12/31/07

0	82
---	----

Total Affordable Credits in Ewa Makai as of 12/31/07

167	335
-----	-----

Estimated Remaining Requirements in Ewa Makai as of 12/31/07

0	0
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Affordable Housing Credits Submitted to/Approved by City (as of 5/13/08)

EXHIBIT 1

EWA BY GENTRY

"Past Credits" Approved by City

			Total Aff	80%	120%	140%	Date Submitted	Date Approved
1A (por)	Palm Villas (R)	various	112	112			6/27/1991	7/2/1991
1A (por)	Palm Villas (S)	various	67	1	24	42	various	12/4/1995
1B & 1C	Palm Court I, II, III	various	10		5	5		
3	Arbors	various	10		3	7		
6	Sun Terra on the Park	various	6		4	2		
10	Sunrise	various	145		107	38		
12	Sun Terra	various	15		7	8		
8	Coronado (R)	F, G	100	100	0	0	various	ongoing
Credits Transferred from Campbell Estate			265	265			-	11/3/1995
			730	478	150	102		

Units Sold Prior to 8/5/99

7	STS	All	146	0	17	129	-	6/30/1998
8	Coronado (S)	A,B,C,D,E	139	30	109	0	-	6/30/1998
24(por)	Suncrest	A,B, Models	57	0	56	1	2/3/2000	3/13/2001
24(por)	Shores	1-9	29	0	27	2	9/7/1999	10/4/1999
23/24(por)	Lombard Way	A-H	45	0	42	3	3/26/2001	4/26/2001
23/24(por)	Lombard Way	Lots 8, 68, 77	3	0	3	0	4/26/2001	6/7/2001
26(por)	Lofts	Models & A	33	0	30	3	9/13/1999	10/13/1999
26(por)	Alii Court	1-4	36	0	29	7	2/1/2000	3/13/2001
26(por)	Alii Court	Lot 54 only	1	0	1	0	10/23/2000	11/2/2000
26(por)	Alii Court	Lot 30 only	1	0	1	0	4/26/2001	6/8/2001
26(por)	Alii Cove	1-4	36	0	23	13	-	6/30/1998
26(por)	Alii Cove	5-10	67	0	58	9	-	10/15/1998
26(por)	Alii Cove	11-13, 17	40	0	33	7	1/18/2000	3/13/2001
27A(por)	Sea Breeze	1-3	31	0	17	14	9/15/1999	9/27/1999
27A(por)	Meridian	A	16	0	15	1	4/7/2000	10/23/2000
27B(por)	Meridian	1&2	19	0	16	3	5/9/2000	10/23/2000
			699	30	477	192		

Units Closed During "Moratorium Period" (from 8/5/99 to 11/3/05)

			Total Aff	80%	120%	140%	Date Submitted	Date Approved
8/6/99 to 12/31/99								
26(por)	Alii Court		35	21	14	0	3/3/2000	4/10/2001
23/24(por)	Lombard Way		30	30	0	0		
27B(por)	Breakers		21	0	21	0		
7(por)	Del Verde		9	0	9	0		
27B(por)	Meridian		2	0	2	0		
			97	52	47	1		

1/1/00 to 6/31/00

26(por)	Alii Court		25	8	17	0	10/10/2000	3/16/2001
27B(por)	Breakers		28	0	28	0		
7(por)	Del Verde		1	0	1	0		
23/24(por)	Lombard Way		24	24	0	0		
27B(por)	Meridian		2	0	2	0		
26(por)	Shores		1	1	0	0		
18(por)	Trovare		10	0	10	0		
			91	33	58	0		

7/1/00 to 12/31/00

26(por)	Alii Court		9	2	7	0	7/18/2001	12/2/2001
23/24(por)	Avalon		2	2	0	0		
27B(por)	Breakers		29	0	29	0		
21(por)	Cortebella		4	2	2	0		
7(por)	Del Verde		1	0	1	0		
23/24(por)	Lombard Way		33	33	0	0		
26(por)	Shores		3	3	0	0		
21(por)	Terrazza		21	0	21	0		
18(por)	Trovare		8	0	8	0		
			110	42	68	0		

1/1/01 to 6/30/01

23/24(por)	Avalon		24	24	0	0	11/19/2001	4/30/2002
21(por)	Cortebella		21	21	0	0		
7(por)	Del Verde		1	0	1	0		
13	Hu'elani		5	0	5	0		
23/24(por)	Lombard Way		4	4	0	0		
21(por)	Terrazza		19	19	0	0		
			74	68	6	0		

7/1/01 to 12/31/01

23/24(por)	Avalon		19	19	0	0	5/16/2002	12/31/2002
21(por)	Cortebella		31	31	0	0		
13	Hu'elani		4	0	3	1		
19B	Prescott		14	0	14	0		
19A	Sonoma		17	0	17	0		
21(por)	Terrazza		31	29	2	0		
18(por)	Trovare		0	0	0	0		
			116	79	36	1		

1/1/02 to 6/30/02

21 (por)	CorteBella		37	37	0	0	4/24/2003	8/23/2004 (72 units - 80%) (35 units - 120%)
13	Hu'elani		3	0	3	0		
19B	Prescott		16	0	16	0		
19A	Sonoma		17	0	17	0		
21 (por)	Terrazza		36	36	0	0	resubmitted 2/24/05 (1 unit ea - 80% & 120%)	2/12/2008 (1 unit - 80%) (1 unit - 120%)
			109	73	36	0		

7/1/02 to 12/31/02

21 (por)	CorteBella		31	31	0	0	7/25/2003	9/15/2004 (72 units - 80%) (82 units - 120%)
13	Hu'elani		16	0	16	0		
19B	Prescott		43	0	43	0		
19A	Sonoma		24	0	24	0		
21 (por)	Terrazza		42	41	1	0		
			156	72	84	0	2/9/05 resubmitted (2 units - 120%)	3/1/2005 (2 units - 120%)

1/1/03 to 6/30/03

21 (por)	CorteBella		2	2	0	0	Rev. 6/28/04	9/16/2004 (86 units - 80%) (81 units - 120%)
21 (por)	Las Brisas		47	47	0	0		
19B	Prescott		36	0	36	0		
5F	Prescott on the Green		6	0	6	0		
21 (por)	Terrazza		11	10	1	0	Resubmitted 4/29/05 (3 units - 120%)	2/13/2006 (3 units - 120%)
21 (por)	Tiburon		33	27	6	0		
19A	Sonoma		35	0	35	0		
			170	86	84	0		

7/1-12/31/03

21 (por)	Las Brisas		48	45	3	0	4/8/2004	9/15/2004 (51 units - 80%) (84 units - 120%)
19B	Prescott		27	0	27	0		
13	Hu'elani		23	0	23	0		
21 (por)	Tiburon		34	7	27	0		
19A	Sonoma		23	0	23	0		
			155	52	103	0	*Resubmitted 2/1/05 (1 unit 80%;20 units 120%)	5/13/2008 (1 unit - 80%) (19 units - 120%)

Affordable Housing Credits Submitted to/Approved by City (as of 5/13/08)

EXHIBIT 1

"Past Credits" Approved by City

1/1-6/30/04

		Total Aff	80%	120%	140%	Date Submitted	Date Approved
13	Hu'elani	21	0	15	6	7/23/2004 resubmitted in its entirety 1/19/05 Rev. 3/1/05	9/15/2004 (16 units - 80%) (75 units - 120%) (6 units - 140%) 7/18/2007
21 (por)	Las Brisas	29	11	18	0		
	Prescott II	17	0	17	0		
21 (por)	Tiburon	30	5	25	0		
7/1-12/31/04		97	16	75	6		

13	Hu'elani	17	0	8	9	1/11/2005	7/24/2007 (16 units - 80%) (72 units - 120%) (9 units - 140%)
21	Las Brisas	26	15	11	0		
	Prescott II	45	-	45	0		
21 (por)	Tiburon	9	1	8	0		
		97	16	72	9		

1/1-6/30/05

20	Prescott II	56	0	20	36	8/10/2005	8/2/2007 (20 units - 120%) (36 units - 140%)
		56	0	20	36		

7/1-12/31/05

	Prescott	9	0	0	9	1/19/2006 Resubmitted 7/17/06	7/27/2007 (9 units - 140%)
		9	0	0	9		

Ewa by Gentry Totals as of 6/30/08	1097	1316	356
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EWA MAKAI

7/1-12/31/05

33A, 33B	Montecito/Tuscany	83	0	82	1	1/19/2006 Rev. 7/17/06	7/27/2007 (82 units - 120%) (1 unit - 140%)
		83	0	82	1		

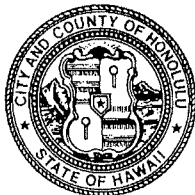
Ewa Makai Totals as of 6/30/08	0	82	1
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Appendix 3
Letter from DPP
Acknowledging Fulfilment of
Affordable Housing
Requirements

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

650 SOUTH KING STREET, 7TH FLOOR • HONOLULU, HAWAII 96813
PHONE: (808) 768-8000 • FAX: (808) 768-6041
DEPT. WEB SITE: www.honolulu.gov • CITY WEB SITE: www.honolulu.gov

KIRK CALDWELL
MAYOR



KATHY K. SOKUGAWA
ACTING DIRECTOR

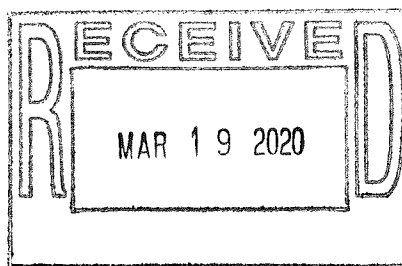
TIMOTHY F. T. HIU
DEPUTY DIRECTOR

EUGENE H. TAKAHASHI
DEPUTY DIRECTOR

March 16, 2020

2019/ELOG-2378(as)
1999/Z-5
1816390

Ms. Debra M. A. Luning
Director of Governmental Affairs and
Community Relations
The Gentry Companies
733 Bishop Street, Suite 1400
Honolulu, Hawaii 96813



Dear Ms. Luning:

This is in response to your letter dated November 27, 2019, requesting confirmation on the number of affordable housing (AH) units built and any excess AH credits remaining in the Ewa by Gentry project. Ewa by Gentry is subject to AH requirements encumbered under Ordinance Nos. 84-94, 91-17, 93-54, 94-57, 98-44, and 04-08. Ordinance Nos. 96-68, 01-14, 06-25, 06-26, and 13-13 have no new AH requirements but require compliance with the AH conditions in aforementioned ordinances.

Based on final build-out of 8,487 residential units, including 344 units yet to be built, we confirm the following:

- Out of 849 AH units required for the 80 percent Area Median Income (AMI) group, 847 units were provided. Under a November 3, 1995 consent between the City and County of Honolulu and the Estate of James Campbell, 265 AH units were assigned to Gentry Development Company resulting in a total of 1,112 AH units and an excess of 263 AH credits.
- Out of 1,397 AH units required for the 120 percent AMI group, 1,443 units were provided, resulting in an excess of 46 AH credits.
- Out of 428 AH units required for the 140 percent AMI group, 356 units were provided, resulting in a shortage of 72 credits.

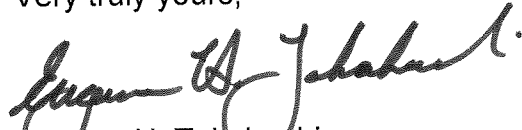
Ms. Debra M. A. Luning
March 16, 2020
Page 2

To make up for the shortage of 72 credits in the 140 percent AMI group, 46 units from the 120 percent AMI group and 26 AH units from the 80 percent AMI group were transferred, resulting in an excess of 237 AH credits in the 80 percent AMI group. Out of these 237 AH units, ten units have been used to fulfill the AH requirement for Keali'i by Gentry, resulting in an overall balance of 227 excess AH credits.

Pursuant to Section 2-12 of the AH Rules, as amended on February 12, 2010, and as stated in our February 7, 2020 letter, the 227 excess AH credits will expire on February 12, 2021. These credits may be applied to any project within the same geographical area as the Ewa by Gentry project. Please note that use of these credits must be approved by the department.

Should you have any questions, please contact Adrian Siu-Li, of our staff, at 768-8031.

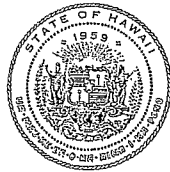
Very truly yours,



Eugene H. Takahashi
Deputy Director

EHT:tc

Appendix 4
Education Agreement for Ewa
Makai by Gentry
(dated July 23, 2003)



STATE OF HAWAII
DEPARTMENT OF EDUCATION
P.O. BOX 2360
HONOLULU, HAWAII 96804

OFFICE OF BUSINESS SERVICES

August 18, 2003

RECEIVED

AUG 19 2003

Ms. Debra Luning
Director of Governmental Affairs
Gentry Homes, Ltd.
560 North Nimitz Highway, Suite 300
Honolulu, Hawai'i 96817

Dear Ms. Luning:

Subject: Education Contribution Agreement for Gentry Ewa Makai

Enclosed is a copy of the signed Education Contribution Agreement between the Department of Education (DOE) and Gentry Homes, Ltd.

Gentry's dedication of 18 acres, more or less, to the State of Hawai'i will meet the DOE's fair-share school contribution for Gentry Ewa Makai based on the project's expected 1,865 units.

Sincerely,

A handwritten signature in cursive script, appearing to read "Raynor M. Minami".

for

Raynor M. Minami, Director
Facilities and Support Services Branch

RMM:hy

Enclosure

c: Rae M. Loui, OBS
Anthony Ching, SLUC
Abe Mitsuda, OP

Education Contribution Agreement for
GENTRY EWA MAKAI

THIS INDENTURE, made this 23rd day of July, 2003, by and between GENTRY HOMES, LTD., whose principal place of business and mailing address is 560 North Nimitz Highway, Suite 210, Honolulu, Hawaii 96817, and the State of Hawai`i DEPARTMENT OF EDUCATION, hereinafter referred to as "DOE," whose mailing address is Department of Education, Facilities and Support Services Branch, 809 8th Avenue, Honolulu, Hawai`i 96816.

WHEREAS GENTRY HOMES, LTD is the developer and recorded owner of that certain parcel of land comprised of approximately 283 acres and identified as Tax Map Key parcels 9-1-10:7 and 9-1-69:5, also known as "GENTRY EWA MAKAI;"

WHEREAS the GENTRY EWA MAKAI is anticipated to contain a total of 1,865 units in the entire project;

WHEREAS GENTRY HOMES, LTD. and DOE have mutually agreed that the educational contribution set forth in this Agreement will satisfy DOE's fair-share requirement for GENTRY EWA MAKAI, based on a total of 1,865 units;

NOW THEREFORE, GENTRY HOMES, LTD. and DOE agree as follows:

1. GENTRY HOMES, LTD's Land Contribution. GENTRY HOMES, LTD shall dedicate 18 acres, more or less, ("school site") to the State of Hawai`i.
 - a. The location of the school site shall be as shown on the map attached hereto and incorporated herein as Exhibit "A."
 - b. Use of the school site shall be limited to public school and ancillary school recreational uses.

- c. GENTRY HOMES, LTD shall commit to the completion of the following (up to the property line of the school site) prior to the start of construction of the school:
- (1) Potable water distribution systems for irrigation, domestic, and fire flow needs;
 - (2) Sewage collector, treatment and disposal systems;
 - (3) Drainage collector and disposal systems;
 - (4) Access roadway systems sufficient for bus and vehicular traffic (minimum 60-foot right-of-way);
 - (5) Electrical, telephone, CATV and any other telecommunication distribution systems.
- d. GENTRY HOMES, LTD shall secure adequate allocations of the above services prior to the start of construction of the school.
- (1) The potable water allocations for domestic use should be based on 60 gallons per person, per day (peak enrollment plus staff) for domestic use plus 4,000 gallons per day per acre for irrigation needs.
 - (2) A water capacity of 2,000 gallons per minute for a 2-hour duration (with residual critical pressure of 20 psi at the fire hydrants) is required for fire flow.
 - (3) Average sewage flow allocations should be based on 25 gallons per person, per day (peak enrollment plus staff) plus 1,250 gallons per acre per day for wet weather infiltration/inflow or plus 2,750 gallons per acre per day for wet weather if the sewer line is laid below the normal ground water table.
 - (4) Allocations or capacity requirements for drainage, power, telephone, CATV and any other telecommunication systems need to be determined on a case-by-case basis.

- e. GENTRY HOMES, LTD shall conduct a title search of the school site at no cost to the State of Hawai'i. Two copies of the report shall be provided to DOE.
- f. If the school site contains encumbrances deemed unnecessary by DOE, GENTRY HOMES, LTD shall clear such encumbrances prior to dedication at no cost to the State of Hawai'i.
- g. If necessary, GENTRY HOMES, LTD shall be responsible for rezoning the school site to an appropriate zone prior to dedication to the State of Hawai'i.
- h. GENTRY HOMES, LTD shall be responsible for the subdivision of the school site at no cost to the State of Hawai'i.
- i. GENTRY HOMES, LTD shall, prior to dedication, conduct a Phase I Level Hazardous Material study for the school site at no cost to the State of Hawai'i. The study shall satisfy the requirements of the State Department of Health. Two copies of the study shall be provided to DOE. If required by the State Department of Health, a mitigation plan shall also be prepared and implemented by GENTRY HOMES, LTD, prior to dedication, at no cost to the State of Hawai'i.
- j. The school site shall not contain any known historical or archaeological sites.
- k. The school site shall have a minimum of two vehicular access points.
- l. GENTRY HOMES, LTD shall provide a topographic map of the school site.

- m. GENTRY HOMES, LTD shall provide a metes and bounds description and map of the school site.
- n. The school site shall be conveyed to the State of Hawai'i at a date to be determined by DOE.
- o. Conveyance of the school site shall be via Warranty Deed.
- p. If requested by DOE, GENTRY HOMES, LTD shall grant a right-of-entry to the State of Hawai'i and its consultants for preliminary data gathering (archaeological, soil testing, topographic surveys, etc.) and construction on the school site prior to the transfer of title.
- q. GENTRY HOMES, LTD recognizes that the State's acquisition and disposition of private property is subject to approval by the Board of Land and Natural Resources.

2. This Agreement shall be binding upon GENTRY HOMES, LTD, or its successor in interest.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement the day and year first above written.

GENTRY HOMES, LTD

By Robert W. Brant
Robert W. Brant
Its President and CEO

Date: July 23, 2003

DEPARTMENT OF EDUCATION

By Patricia Hamamoto
Patricia Hamamoto
Its Superintendent

Date: 8.6.03

STATE OF HAWAII)
CITY AND COUNTY OF HONOLULU)

ss.

On this 6th day of August, 2003, before me personally appeared Patricia Hamamoto, Superintendent of the State of Hawai'i DEPARTMENT OF EDUCATION, to me known to be the person described in and who executed the foregoing instrument, and acknowledged that she executed the same as her free act and deed.

Sylvia I. Hayashi
Notary Public, State of Hawai'i

My commission expires: 8-27-2004

STATE OF HAWAII)
COUNTY OF Honolulu)

ss.

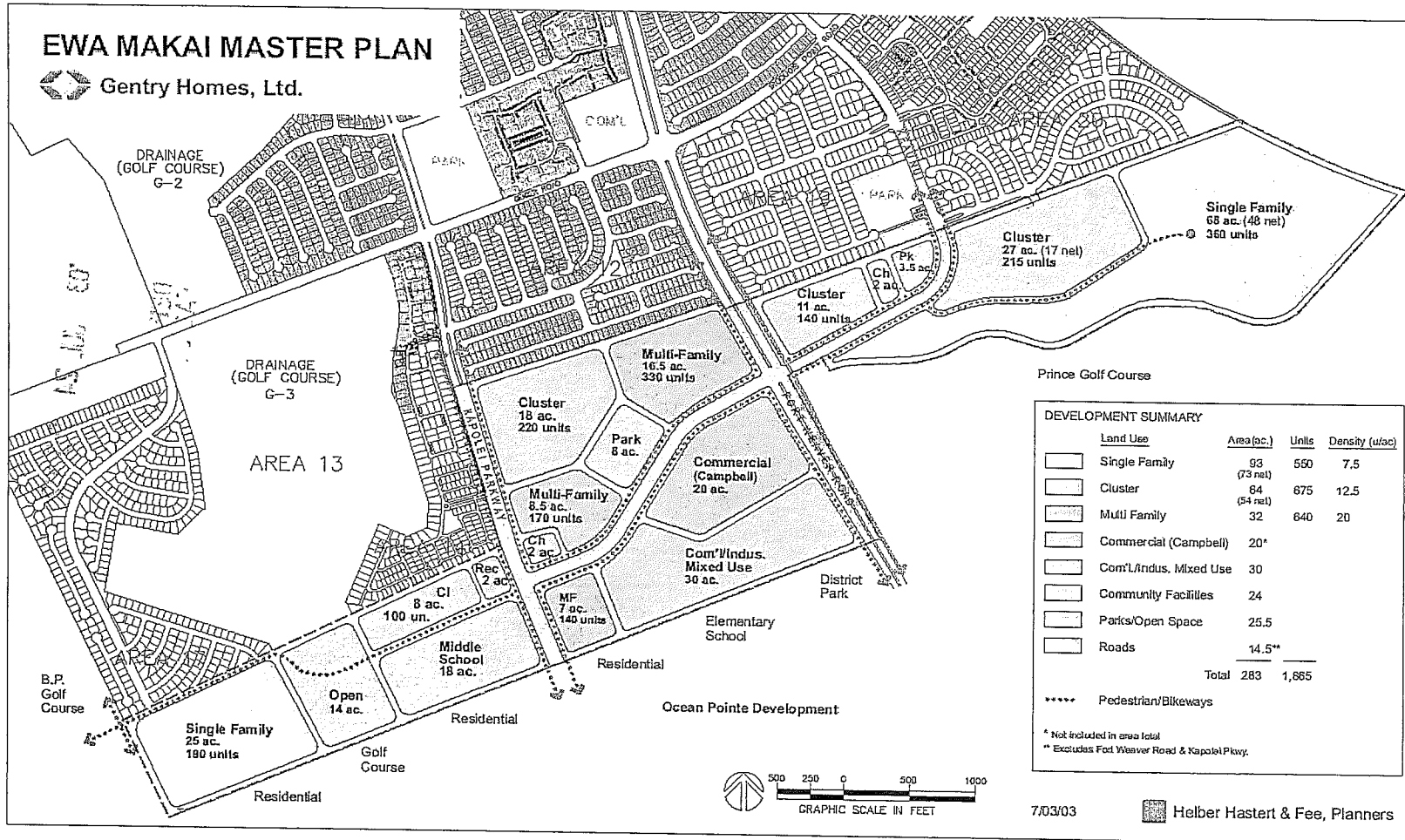
On this 23rd day of July, 2003, before me personally appeared Robert W. Brant, President and CEO of Gentry Homes, Ltd., to me known to be the person described in and who executed the foregoing instrument, and acknowledged that he executed the same as his free act and deed.

Sylvia I. Hayashi
Notary Public, State of Hawai'i
SYLVIA I. HAYASHI

My commission expires: 10.26.03

EWA MAKAI MASTER PLAN

Gentry Homes, Ltd.



DEVELOPMENT SUMMARY

Land Use	Area (ac.)	Units	Density (u/ac)
Single Family	93 (73 net)	550	7.5
Cluster	84 (54 net)	675	12.5
Multi Family	32	640	20
Commercial (Campbell)	20*		
Com'l./Indus. Mixed Use	30		
Community Facilities	24		
Parks/Open Space	25.5		
Roads	14.5**		
Total	283	1,865	

***** Pedestrian/Blkeways

* Not included in area total
** Excludes Ford Weaver Road & Kapolei Pkwy.



7/03/03

Helber Hastert & Fee, Planners

EXHIBIT A

Appendix 5

Right of Entry Agreement

RIGHT-OF-ENTRY AGREEMENT

THIS AGREEMENT, executed on the respective dates indicated below, is effective as of 2-20-09, between the Department of Education, State of Hawaii (hereinafter referred to as the "STATE"), by its Superintendent, and GENTRY HOMES, LTD., a Hawaii corporation (hereinafter referred to as the "GRANTOR").

WITNESSETH THAT:

WHEREAS, the STATE requires a temporary entry into certain property owned by the GRANTOR located at Honouliuli, District of Ewa, Oahu, State of Hawaii and more particularly described as Lot 16887, Map 1304, Land Court Application No. 1069, Tax Map Key No. (1) 9-1-69-027 (hereinafter referred to as the "Property"), for a public works project, known as the Ewa Makai Middle School (hereinafter referred to as the "Project"), attached hereto as shown on Exhibit "A", and incorporated herein by reference, together with reasonable access thereto along existing roads as identified on the attached Exhibit "A" (the "Access Route"), for the public purpose of conducting construction activities on the Property.

WHEREAS, the STATE is desirous of obtaining immediate entry onto the area shown on Exhibit "A" for construction on the school site prior to the transfer of title; and

WHEREAS, the GRANTOR is desirous of cooperating with the STATE; and

NOW, THEREFORE, in consideration of the promises contained herein, the STATE and GRANTOR agree as follows:

1. Grant of Entry. The GRANTOR hereby grants to the STATE, its agents, officers, employees and consultants, permission to enter upon the Property for the purpose of constructing the Project. The STATE shall notify Darian Chun, the Grantor's representative, at 447-8592, at least forty-eight (48) hours prior to the initial entry onto the Property.

2. STATE responsibility. In relation to the STATE's use of the Property and work on the Property, the STATE shall be responsible for damages or injury caused by the STATE's agents, officers, employees and consultants in the course of their employment or entry into the Property to the extent that the STATE's liability for such damage or injury has been determined by a court or otherwise agreed to by the STATE, and the STATE shall pay for such damage or injury to the extent permitted by law. The STATE shall be solely responsible for payment of its consultants and shall remove any liens on the Property that result from the failure to make any such payments. GRANTOR shall not be liable to STATE or its consultants or to any other person or entity, in any way as a result of STATE's or its consultants entering and/or conducting activities on any portion of the Property. GRANTOR shall not be liable to STATE or STATE's agents, employees or contractors for damage or injury arising out of their entry onto the Property or conducting of tests or activities on the Property except to the extent Grantor's liability for such damage or injury has been determined by a court or otherwise agreed to by the GRANTOR. The STATE shall comply with all applicable laws, statutes, ordinances, rules and regulations,

including all environmental requirements, relating to the STATE's construction and other use of the Property. In addition, for the duration of this agreement, once the STATE commences work on the Property pursuant to this Agreement, the STATE shall be responsible for conducting any further environmental assessments for the Property that are required by the STATE, and the STATE shall be responsible for any hazardous materials used or released on or near the Property by the STATE or its agents, employees or consultants. The STATE shall promptly address all complaints from homeowners and other users of neighboring properties relating to the dust, noise, traffic and other concerns arising out of the STATE's construction and other activities on the Property by contacting the originator within two business days of being notified about the complaint.

3. Insurance. The STATE shall require its consultants for the Project to purchase and maintain at their expense, the following insurance, naming the GRANTOR as an additional insured, for the term of the Right-of-Entry Agreement:

a. CGL Policy. Comprehensive General Liability Insurance, including automobile accident liability, contingent liability, contractual liability, and products and completed operations with a combined minimum single limit of One Million Dollars (\$1,000,000.00) per occurrence for bodily injury, personal injury, and property damage and general aggregate limit of Two Million Dollars (\$2,000,000.00) for bodily injury and personal injury. If the policy is written on a "claims made" form, it shall provide for an extended reporting period of not less than three (3) years.

b. Workers' Compensation. Workers' Compensation Insurance as required by applicable law.

c. Employer's Liability Coverage. Employers' Liability Insurance with limits of liability no less than the minimum single limit of One Hundred Thousand Dollars (\$100,000.00).

d. Business Automobile Insurance. Business auto liability insurance with a limit of not less than \$1,000,000.00 per each accident. Such insurance shall cover liability arising out of any auto (including owned, hired and non-owned autos).

4. Insurance; other requirements. The aforesaid insurance policies (except for the Workers' Compensation Policy) shall name the GRANTOR as an additional insured. Prior to entry on the Property, and hereafter within thirty (30) days prior to expiration of any policy providing insurance required by this Agreement, the STATE shall cause its consultants to furnish Grantor with a certificate(s) of insurance, including a copy of the additional insured endorsement naming STATE, Grantor and a copy of the policy declarations page, executed by a duly authorized representative of each insurer, setting out compliance with the insurance requirements set forth above. All certificates shall provide for 30 days written notice to STATE and GRANTOR prior to the cancellation or material change of any insurance referred to therein. The words "endeavor to" and "but failure to mail such notice shall impose no obligation or liability of

any kind upon the company, its agents or representatives" shall be deleted from the cancellation provision of all certificates provided by the STATE's consultants.

5. Cooperation. The STATE shall coordinate with GRANTOR so that the STATE's activities on the Property, including the activities of the STATE's consultants, in, on, or connected with the Property, do not unreasonably interfere with Grantor's activities on the Property and adjacent lands owned by GRANTOR.

6. Term. The term of this Agreement shall be twelve (12) months from the effective date of this Agreement or upon transfer of title to the STATE, whichever occurs earlier, unless sooner terminated by the STATE or GRANTOR. If this Agreement terminates prior to transfer of title to the STATE, then the STATE shall promptly remove all improvements that it has constructed on the Property, unless GRANTOR has waived such requirement in writing.

7. Heading, captions. The headings and captions used herein are for convenience of reference only and are not to be used to construe, interpret, define, or limit the paragraphs to which they may pertain.


8. Binding effect. The terms "GRANTOR" wherever used herein shall include GENTRY HOMES, LTD., its successors and assigns, and the term "STATE" wherever used herein shall include the State of Hawaii and its consultants. The term "consultant" shall include licensed contractors hired by the STATE for the construction of the Project. This instrument shall be binding upon and shall insure to the benefit of the GRANTOR and the STATE.

9. Amendment. This Agreement shall not be amended except in writing signed by the parties.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]


IN WITNESS WHEREOF, the parties execute this Agreement by their signatures, on the dates below, to be effective as of the date first above written.

STATE OF HAWAII

By 
Patricia Hamamoto
Its Superintendent



Date 2-20-09

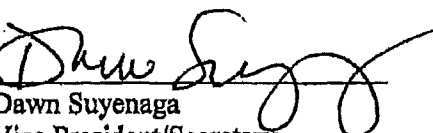
APPROVED AS TO FORM: W.C.


State of Hawaii
Deputy Attorney General

Date: 02/19/09

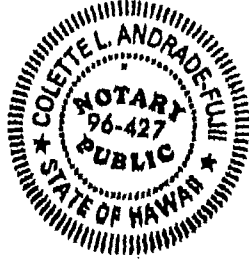
GRANTOR:
Gentry Homes, Ltd.,
a Hawaii corporation

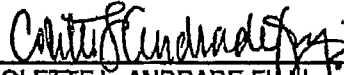
By 
~~Michael J. Brant~~ Robert W. Brant
Its Vice President 

By 
Dawn Suyenaga
Vice President/Secretary

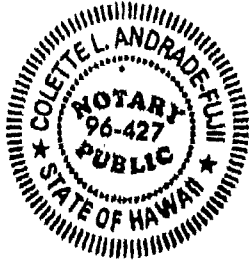
STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On February 18, 2009, before me appeared ROBERT W. BRANT and DAWN SUYENAGA, to me personally known, who, being by me duly sworn, did say that they are the President and the Vice President/Secretary, respectively, of GENTRY HOMES, LTD., a Hawaii corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of its Board of Directors, and the said officers acknowledged said instrument to be the free act and deed of said corporation.





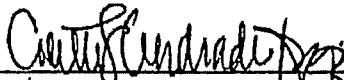
COLETTE L. ANDRADE-FUJII
Notary Public, State of Hawaii
My Commission Expires: July 17, 2012



Doc Dated: Undated at time of notarization # Pages: 6

Name: COLETTE L. ANDRADE-FUJII First Circuit

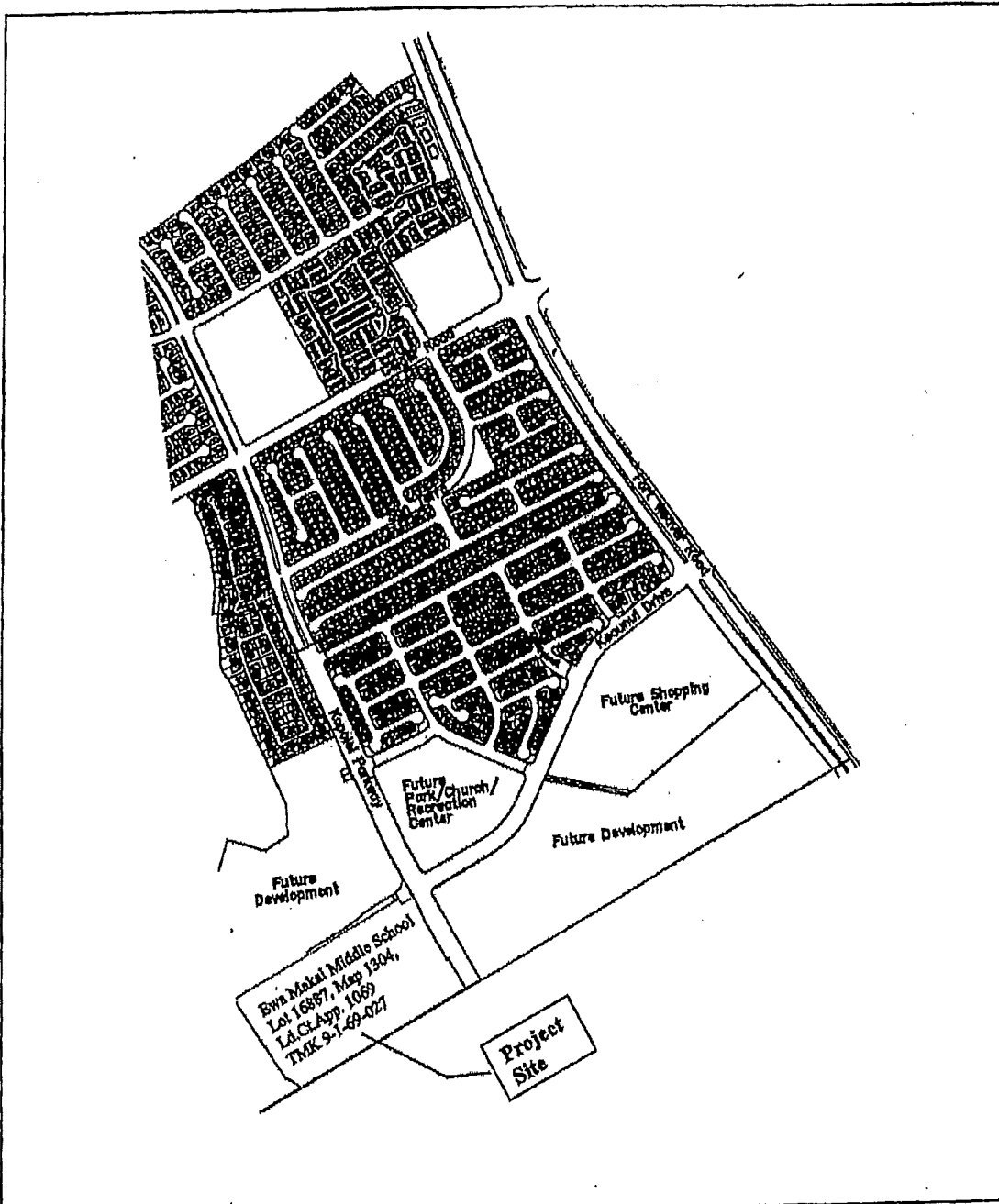
Doc. Description: Right of Entry Agreement; Project No. NSA-D08-192 (Honouliuli Ewa ROE for construction).



Signature Date FEB 18 2009

NOTARY CERTIFICATION

EXHIBIT "A"



g:\legal\projects\ewa\area47

FIRST AMENDMENT TO THE
RIGHT-OF-ENTRY AGREEMENT FOR
EWA MAKAI MIDDLE SCHOOL

This First Amendment, made this _____ day of _____, 2010, by and between the State of Hawai'i DEPARTMENT OF EDUCATION, (hereinafter referred to as the "STATE"), and GENTRY HOMES, LTD., a Hawaii corporation, (hereinafter referred to as the "GRANTOR".)

WITNESSETH

Whereas, the DOE and the GRANTOR entered into a Right of Entry Agreement on February 20, 2009 (referred to herein as the "Agreement") for property located at Honouliuli, District of Ewa, Oahu, State of Hawaii, Tax Map Key No. (1) 9-1-69-027 (hereinafter referred to as the "Property"), pursuant to which the STATE received temporary entry into the Property owned by the GRANTOR, to construct the public works project known as the Ewa Makai Middle School (hereinafter referred to as the "Project".)

Whereas, the term of the Agreement ends on February 20, 2010, or upon transfer of title of the Property to the STATE, whichever occurs earlier; and

Whereas, construction of the school will not be completed by February 20, 2010; and

Whereas, the transfer of title to the Property to the STATE will not be completed by February 20, 2010; and

Whereas, the Agreement may be amended in writing signed by the parties;

NOW THEREFORE, the GRANTOR and the STATE agree to amend the Agreement as follows:

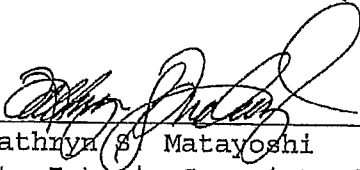
1. The first sentence of Section 6 of the Agreement is hereby amended and replaced with the following:

6. *Term.* The term of this Agreement shall commence on the effective date of this Agreement and shall end on July 1, 2010, or upon transfer of title to the STATE, whichever occurs earlier, unless sooner terminated by the STATE or GRANTOR.

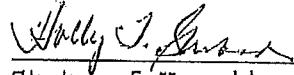
2. All other provisions of the Agreement shall remain unamended and in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the date first above written.

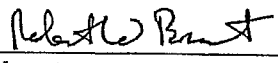
STATE OF HAWAI'I
DEPARTMENT OF EDUCATION


By 
Kathryn S. Matayoshi
Its Interim Superintendent

APPROVED AS TO FORM:


State of Hawaii
Deputy Attorney General
Date: 2-16-10

GRANTOR:
Gentry Homes, Ltd.,
A Hawaii corporation

By 
Robert W. Brant
Its President

By 
Dawn Suyenaga
Its Vice President/Secretary

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 18th day of February, 2010,
before me personally appeared KATHRYN S. MATAYOSHI, to me
personally known, who, being by me duly sworn or affirmed, did
say that such person executed the foregoing instrument as the
free act and deed of such person, and if applicable in the
capacity shown, having been duly authorized to execute such
instrument in such capacity.

L.S.

Sharon K.M. Tong Sharon K.M. Tong
Notary Public, State of Hawai'i

Print Name: _____

My commission expires: 11-27-2010

Doc. Date: Undated # Pages: 10
Notary Name: Sharon K.M. Tong 1st Circuit
Doc. Description: 1st Amendment to Right of
Entry Agreement between DEB + Century Homes
for Ewa Makai Middle School
Sharon K.M. Tong 2-18-2010
Notary Signature Date

NOTARY CERTIFICATION

L.S.

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

On this 19th day of February, 2010,
before me personally appeared ROBERT W. BRANT and DAWN SUYENAGA
to me personally known, who, being by me duly sworn or affirmed,
did say that such person executed the foregoing instrument as
the free act and deed of such person, and if applicable in the
capacity shown, having been duly authorized to execute such
instrument in such capacity.

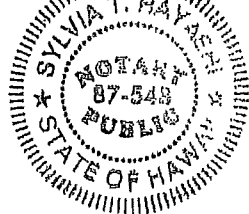


Sylvia T. Hayashi
Notary Public, State of Hawai'i
Print Name: SYLVIA T. HAYASHI
My commission expires: 10.26.11

Doc Date: undated # Pages: 10
Name: SYLVIA T HAYASHI First Circuit
Doc. Description: First Amendment to the
Right of Entry Agreement for Ewa Malcai Middle School

Sylvia T. Hayashi 2.19.10
Signature Date

NOTARY CERTIFICATION



SECOND AMENDMENT TO THE
RIGHT-OF-ENTRY AGREEMENT FOR
EWA MAKAI MIDDLE SCHOOL

This Second Amendment, made to be effective as of July 1, 2010, by and between the State of Hawai'i DEPARTMENT OF EDUCATION, (hereinafter referred to as the "STATE"), and GENTRY HOMES, LTD., a Hawaii corporation, (hereinafter referred to as the "GRANTOR".)

WITNESSETH

Whereas, the DOE and the GRANTOR entered into a Right of Entry Agreement on February 20, 2009, as amended by First Amendment dated February 19, 2010 (collectively referred to herein as the "Agreement") for property located at Honouliuli, District of Ewa, Oahu, State of Hawaii, Tax Map Key No. (1) 9-1-69-027 (hereinafter referred to as the "Property"), pursuant to which the STATE received temporary entry into the Property owned by the GRANTOR, to construct the public works project known the Ewa Makai Middle School (hereinafter referred to as the "Project".) AS ✓

Whereas, the term of the Agreement ends on July 1, 2010, or upon transfer of title of the Property to the STATE, whichever occurs earlier; and

Whereas, construction of the school will not be completed by July 1, 2010; and

Whereas, the transfer of title to the Property to the STATE will not be completed by July 1, 2010; and

Whereas, the Agreement may be amended in writing signed by the parties;

NOW THEREFORE, the GRANTOR and the STATE agree to amend the Agreement as follows:

1. The first sentence of Section 6 of the Agreement is hereby amended and replaced with the following:

6. *Term. The term of this Agreement shall commence on the effective date of this Agreement and shall end on August 31, 2010, or upon transfer of*

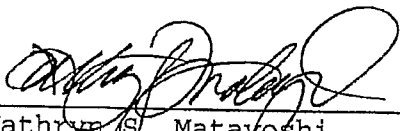
6/30/10

title to the STATE, whichever occurs earlier, unless sooner terminated by the STATE or GRANTOR.

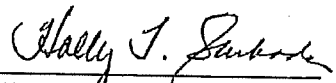
2. All other provisions of the Agreement shall remain unamended and in full force and effect as written.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed on the date first above written.

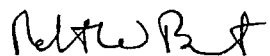
STATE OF HAWAII
DEPARTMENT OF EDUCATION

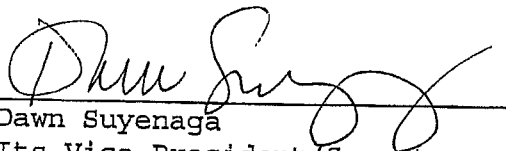
By 
Kathryn S. Matayoshi
Its Interim Superintendent

APPROVED AS TO FORM:


State of Hawaii
Deputy Attorney General
Date: 7-8-10

GRANTOR:
Gentry Homes, Ltd.,
A Hawaii corporation

By 
Robert W. Brant
Its President

By 
Dawn Suyenaga
Its Vice President/Secretary

STATE OF HAWAI'I)
) SS.
CITY AND COUNTY OF HONOLULU)

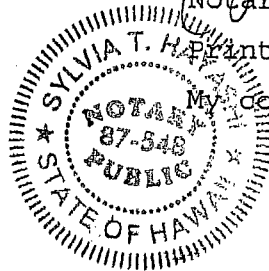
On this 12th day of July, 2010,
before me personally appeared ROBERT W. BRANT and DAWN SUYENAGA
to me personally known, who, being by me duly sworn or affirmed,
did say that such person executed the foregoing instrument as
the free act and deed of such person, and if applicable in the
capacity shown, having been duly authorized to execute such
instrument in such capacity.

Sylvia T. Hayashi

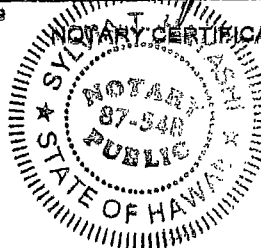
Notary Public, State of Hawai'i

Print Name: SYLVIA T. HAYASHI

My commission expires: 10-26-2011



Doc Date: July 1, 2010 # Pages: 3
Name: SYLVIA T. HAYASHI First Circuit
Doc. Description: Second Amendment to the
Right of Entry Agreement for Ewa Makai Middle School
Sylvia T. Hayashi 10-26-2011 7-12-10
Signature Date



Appendix 6

Warranty Deed for Ewa Makai Middle School

OFFICE OF THE
ASSISTANT REGISTRAR LAND COURT
STATE OF HAWAII
(Bureau of Conveyances)

The original of this document was recorded as follows:

DOCUMENT Doc 4027091
DATE CTI 1,005,972
DEC 07, 2010 10:00 AM

LAND COURT SYSTEM

REGULAR SYSTEM

After Recordation, Return by Pick up:
Gentry Homes, Ltd. – Attn: MD
P. O. Box 295
Honolulu, HI 96809

ITC No. 094-324168

TMK No. (1) 9-1-69:027

Total Pages: 7

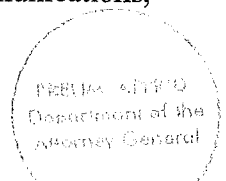
WARRANTY DEED WITH RESERVATIONS AND COVENANTS

KNOW ALL MEN BY THESE PRESENTS:

That, effective as of the 3rd day of December, 2010, **GENTRY HOMES, LTD**, a Hawaii corporation, whose address is Post Office Box 295, Honolulu, Hawaii 96809, hereinafter referred to as the “Grantor”, for good and valuable consideration, paid by the **STATE OF HAWAII, by its Board of Land and Natural Resources**, whose address is 1151 Punchbowl Street, Honolulu, Hawaii 96813, hereinafter referred to as the “Grantee,” the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, the Grantee’s successors and assigns, that certain parcel of land situate at Honouliuli, Ewa, Oahu, Hawaii (hereafter “Property”), designated as “Proposed Ewa Makai Middle School”, being all of Lot 16887, Map 1304, Land Court Application No. 1069, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, containing an area of 18.670 acres, covered by Certificate of Title No. 889,446, more particularly described in Exhibit “A” and delineated on Exhibit “B”, both attached hereto and made parts hereof, said exhibits being, respectively, a survey description prepared by the Survey Division, Department of Accounting and General Services, State of Hawaii, designated as C.S.F. No.24,738 and dated October 30, 2008, and a copy of Land Court Map 1304.

AND the reversions, remainders, rents, income and profits thereof, and all of the estate, right, title, and interest of the Grantor, both at law and in equity, therein and thereto.

RESERVING unto the Grantor, and the Grantor’s successors and assigns, the right to hold, designate, grant, dedicate, realign, relocate or cancel the perpetual easements listed on Exhibit “A-1” attached hereto and made a part hereof, upon, across, over and under the Property for utility purposes, (including without limitation sewer, water, drainage, telephone, telecommunications,



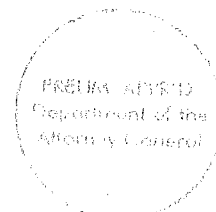
cable, gas, and electricity), together with a right of ingress and egress over and across such easement areas and adjacent lands as are reasonably necessary for purposes of conducting dedication inspections, and repairing, replacing, operating and maintaining all improvements and equipment located within such easement areas, provided, however, that (a) any easement rights granted pursuant to the rights reserved herein shall not be exercised in a manner which materially interferes with the use of the Property or the improvements constructed or to be constructed thereon for school purposes, (b) in exercising such easement rights, notice shall be given to the principal or a vice principal of the school to be constructed on the Property prior to entrance on the Property, except in the case of an emergency, and (c) any realignment or relocation of said easements shall be approved by the Department of Education and Grantee. The Grantor further agrees to include in any grant of such designated easement a provision that the grantee of such easement (other than the City and County of Honolulu or any other governmental agency) shall indemnify and defend the Grantor and subsequent owners of the Property from any loss or damage or injury arising out of the use or maintenance of the subject easement. The rights reserved in this paragraph may be exercised by the Grantor and the Grantor's successors and assigns without joinder by the Grantee, or any third party.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or in any ways appertaining or held and enjoyed therewith in fee simple unto said Grantee, the Grantee's successors and assigns, forever, free and clear of all liens and encumbrances, except as noted herein.

The Grantor for itself, its successors and assigns, does hereby covenant with the Grantee, its successors and assigns, that the Grantor is lawfully seized in fee simple and possessed of the above-described land and premises, that it has a good and lawful right to convey the same as aforesaid, that the same is free and clear of all liens and encumbrances, except as noted herein, and that it will and its successors and assigns shall WARRANT AND DEFEND the same unto the Grantee, its successors and assigns, forever, against the claims and demands of all persons whomsoever.

The Grantor, for itself, its successors and assigns, agrees to indemnify, defend and hold Grantee harmless, from any damages and claims resulting from the release of hazardous materials on or about the Property occurring while Grantor was in possession of the Property, or elsewhere if caused by Grantor or persons acting through or under Grantor.

For the purpose of this deed "hazardous material" shall mean any pollutant, contaminant, toxic substance, hazardous waste, hazardous material, hazardous substance, or oil, as all of the above are defined in or pursuant to the Resource Conservation and Recovery Act, as amended, the Comprehensive Environmental Response, Compensation and Liability Act, as amended, the Federal Clean Water Act, Chapter 128D, Hawaii Revised Statutes, or any other federal, state, or local law, regulation, ordinance, rule, or bylaw, whether existing as of the date hereof, previously enforced or subsequently enacted.



IN WITNESS WHEREOF, GENTRY HOMES, LTD., the Grantor herein, has caused these presents to be executed this 1st day of December, 2010, and the STATE OF HAWAII, by its Board of Land and Natural Resources, the Grantee herein, has caused the seal of the Department of Land and Natural Resources to be hereunto affixed and these presents to be executed this 3rd day of December, 2010, both effective as of the day, month, and year first above written.

GENTRY HOMES, LTD.
a Hawaii corporation

Approved by the Board of
Land and Natural Resources
at its meeting(s) held on
Sept. 9, 2010; Sept. 22, 2010;
and Nov. 12, 2010

By Robert W. Brant
Robert W. Brant
Its President

By Dawn Suyenaga
Dawn Suyenaga
Its Vice President/Secretary

GRANTOR

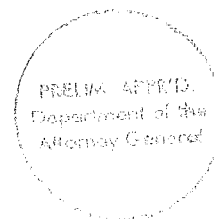
APPROVED AS TO LEGALITY
FORM, EXCEPTIONS, AND
RESERVATIONS:

Pamela K. Matsukawa
Deputy Attorney General
Pamela K. Matsukawa
Dated: 11/22/10

STATE OF HAWAII

By Paul J. Thielen
for Laura H. Thielen
Chairperson
Board of Land and
Natural Resources

GRANTEE



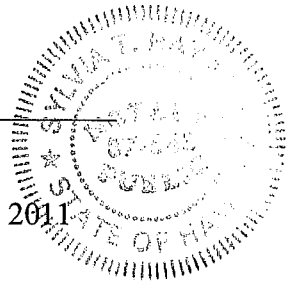
STATE OF HAWAII)
) SS.
CITY AND COUNTY OF HONOLULU)

On December 1, 2010, before me appeared **ROBERT W. BRANT** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn, did say that they are **the President and the Vice President/Secretary**, respectively, of **GENTRY HOMES, LTD.**, a Hawaii corporation; that the seal affixed to the foregoing instrument is the corporate seal of said corporation; and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and the said officers acknowledged said instrument to be the free act and deed of said corporation.

Sylvia T. Hayashi

Sylvia T. Hayashi
Notary Public, State of Hawaii

My commission expires: October 26, 2011



Doc Dated: undated at time of notary # Pages: 7

Name: Sylvia T. Hayashi First Circuit

Doc. Description: Warranty Deed with Reservations and Covenants:

Sylvia T. Hayashi

Signature

Date

12-1-10

NOTARY CERTIFICATION



EXHIBIT "A"



STATE OF HAWAII
SURVEY DIVISION
DEPT. OF ACCOUNTING AND GENERAL SERVICES
HONOLULU

C.S.F. No. 24,738

October 30, 2008

PROPOSED
EWA MAKAI MIDDLE SCHOOL

Honouliuli, Ewa, Oahu, Hawaii

Being all of Lot 16887 as shown on Map 1304 Land Court Application 1069, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii, containing an AREA OF 18.670 ACRES covered by the Transfer of Certificate of Title 889,446 issued to Gentry Homes, Ltd.

Lot 16887 has access to Kapolei Parkway, a public road, over Lot 16885 (Roadway Access Lot) as shown on Map 1304 of Land Court Application 1069.

Subject, however, to any and all encumbrances that may be noted on Transfer Certificate of Title 889,446.

SURVEY DIVISION
DEPARTMENT OF ACCOUNTING AND GENERAL SERVICES
STATE OF HAWAII

By: Gerald Z. Yonashiro
Gerald Z. Yonashiro
Land Surveyor gy

Compiled from Ld. Ct. Records.

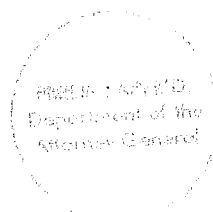


EXHIBIT "A"

EXHIBIT "A-1"

1. Easement 8975, for traffic pavement markings, traffic control signaling, utility and pedestrian crossing purposes, as shown on said Map 1304, as set forth by Land Court Order No. 167388, recorded on August 28, 2006.
2. Easement 8976, for traffic pavement markings, traffic control signaling, utility and pedestrian crossing purposes, as shown on said Map 1304, as set forth by Land Court Order No. 167388, recorded on August 28, 2006.
3. Easement 8977, for flowage, sewer and drainage purposes, as shown on said Map 1304, as set forth by Land Court Order No. 167388, recorded on August 28, 2006.
4. Easement 8981, for landscaping and irrigation purposes, as shown on said Map 1304, as set forth by Land Court Order No. 167388, recorded on August 28, 2006.
5. Easement 8983, for landscaping and irrigation purposes, as shown on said Map 1304, as set forth by Land Court Order No. 167388, recorded on August 28, 2006.
6. Easement 8994, for irrigation purposes, as shown on said Map 1304, as set forth by Land Court Order No. 167388, recorded on August 28, 2006.
7. Easement 9010, for flowage, landscaping and irrigation purposes, as shown on said Map 1304, as set forth by Land Court Order No. 167388, recorded on August 28, 2006.
8. Easement 9565 for drainage purposes, as shown on Map 1395, Land Court Application No. 1069, as set forth by Land Court Order No. 175341, recorded on June 23, 2008.
9. Easement 9566 for access purposes, as shown on Map 1395, Land Court Application No. 1069, as set forth by Land Court Order No. 175341, recorded on June 23, 2008.

END OF EXHIBIT "A-1"

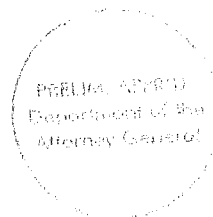


EXHIBIT "B"

MAP 1284

LAND COURT
STATE OF IOWA

LAND COURT APPLICATION 1069

SUBDIVISION OF LOT 15772
AS SHOWN ON MAP 1224

INTO LOTS 16864 TO 16888 INCLUSIVE
DESIGNATION OF EASEMENTS 1674 TO 1680 INCLUSIVE
AND THE DESIGNATION OF THE RESTRICTION OF VEHICULAR
ACCESS RIGHTS AFFECTING LOTS 16864, 16865, 16867 AND 16868
AT HAWAIAHOLE, IOWA, 52846, 52848



COMMISSIONER OF LANDS

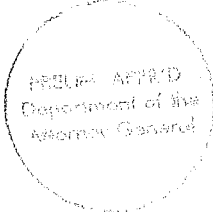
CONTRACT NO. 1069

DATE OF RECORDING

EXHIBIT "B" SHOWS THE
THIRTIETH COURSE OF THE TRAIL

ADVISED AND APPROVED BY ORDER OF THE LAND COURT WITH LIAISON TO THE
BY ORDER OF THE COURT

RECORD OF THE COURT



RECORDED IN THE OFFICE OF THE
CLERK OF THE LAND COURT
AT HAWAIAHOLE, IOWA, THIS 10TH DAY OF
MAY 1977

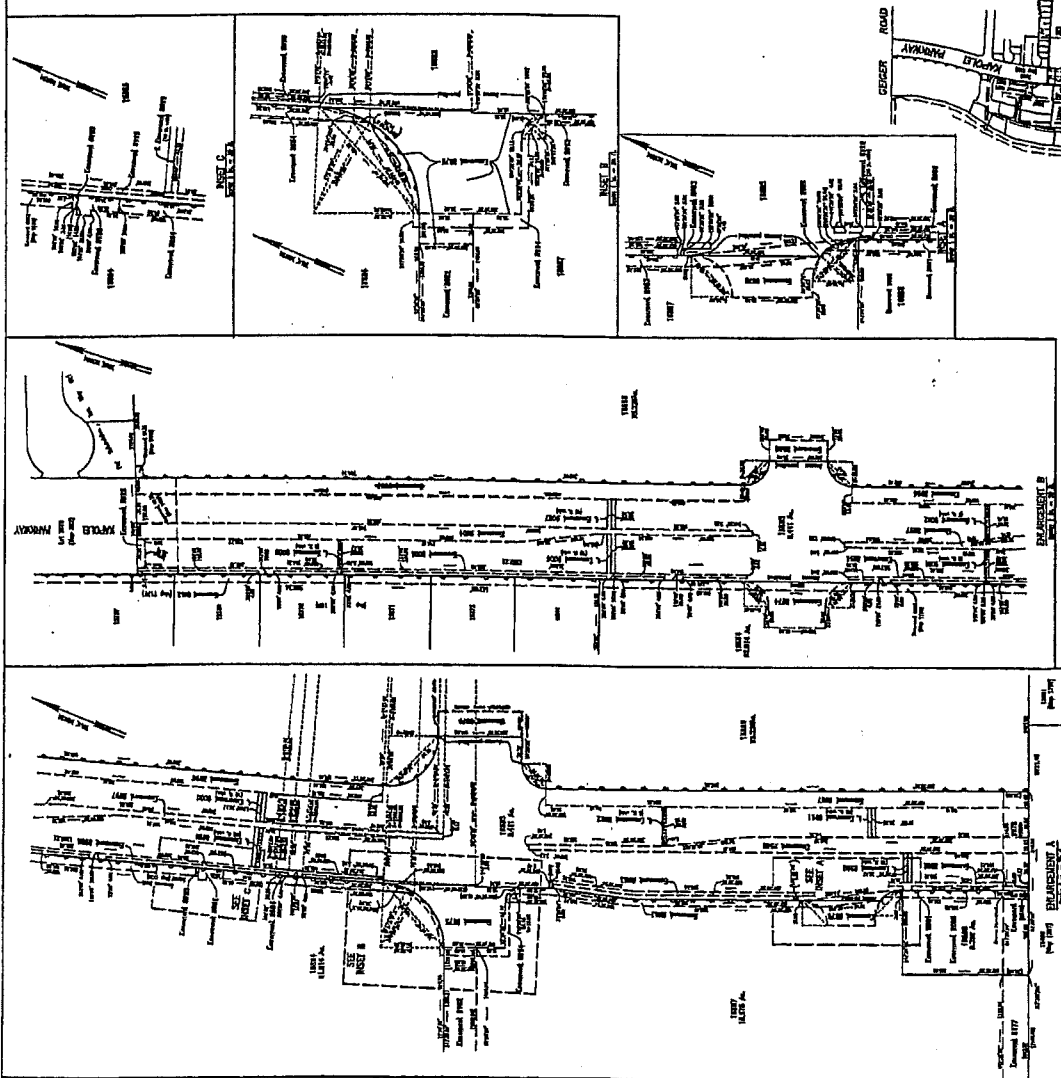


Table with multiple columns and rows of text, likely a legend or list of easements and restrictions.

Appendix 7
Avigation and Noise
Easement



October 26, 2010

Mr. Michael D. Fromby
Interim Director of Transportation
Department of Transportation
869 Punchbowl Street
Honolulu, Hawaii 96813

Re: Avigation and Noise Easement
Ewa by Gentry Makai

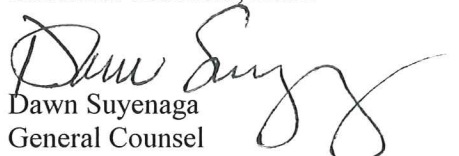
Dear Mr. Formby

This letter confirms that Gentry Homes, Ltd. and Gentry Investment Properties (collectively, Gentry) will grant an avigation and noise easement to the State of Hawaii, Department of Transportation, Airports Division ("Airports"), over the properties shown on the attached Exhibit "A". This grant is being made pursuant to the provisions of the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738 (the "2004 LUC Order"). The properties covered by the Grant include some properties that lie within the area subject to noise levels equal to or greater than 55 Day Night Level (Dnl) as delineated on the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan (the "55 plus Dnl Area"), and some properties that lie outside of the 55 plus Dnl Area. The Grant does not include all of the properties that lie within the 55 plus Dnl Area. Gentry and Airports agree that the grant covering the properties shown on Exhibit "A" will satisfy the requirements of the 2004 LUC Order relating to the granting of an avigation and noise easement, and that no other grants of avigation or noise easements in favor of Airports will be required under the provisions of the 2004 LUC Order.

The grant will be made by way of a series of grants, each covering portions of the properties shown on Exhibit "A". Gentry and Airports will use their best efforts to expedite the recordation of the series of grants.

We would appreciate your confirmation of this understanding by acknowledging in the space provided below. Thank you for your cooperation. Please call me if you have any questions.

Very truly yours,
GENTRY HOMES, LTD.


Dawn Suyenaga
General Counsel

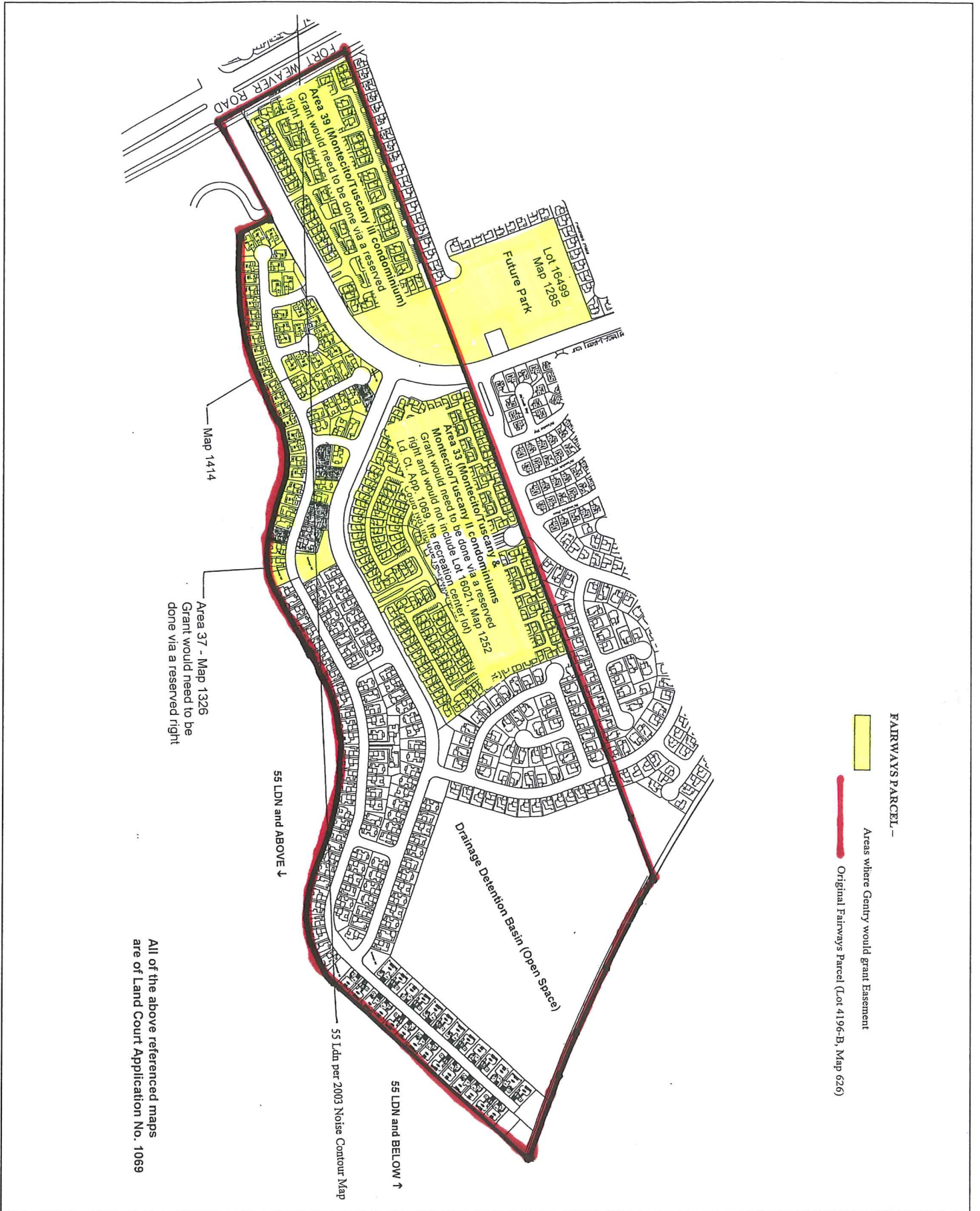
Acknowledged and agreed:
DEPARTMENT OF TRANSPORTATION
STATE OF HAWAII

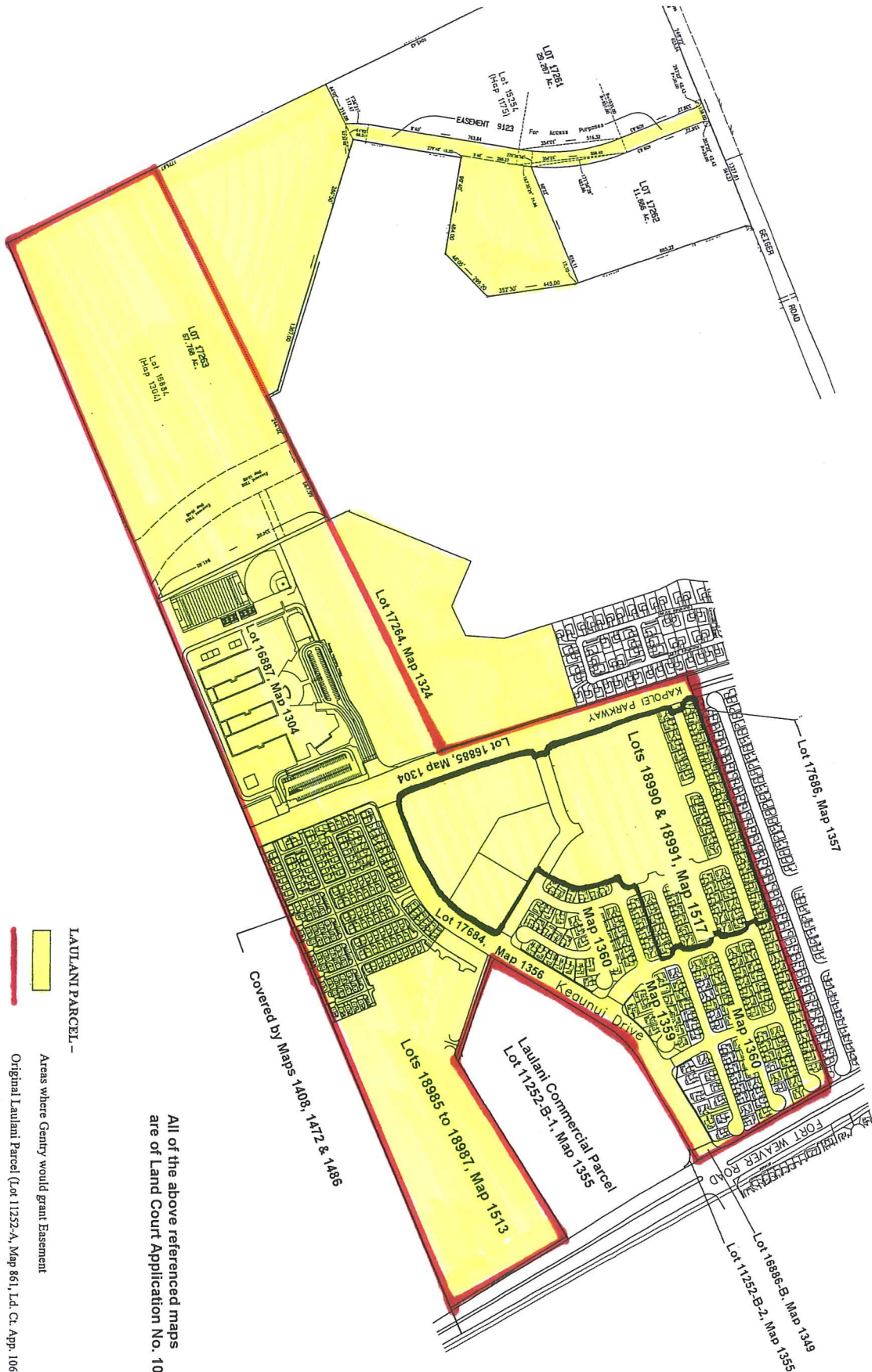
By _____

Its

Date:

EXHIBIT "A"





LAUANI PARCEL -


- Areas where Gentry would grant Easement
- Original Lauani Parcel (Lot 11252-A, Map 861, I.D. Ct. App. 1069)

All of the above referenced maps are of Land Court Application No. 1069

I hereby certify that this is
a true copy from the records
of the Bureau of Conveyances,

Doc 4014373
CTN AS LISTED HEREIN
OCT 28, 2010 08:01 AM

as _____


Registrar of Conveyances
Assistant Registrar, Land Court
State of Hawaii

Return by Mail () Pickup () To:

ITC 341806

Total No. Pages: 13

Document Title: GRANT OF AVIGATION AND NOISE EASEMENT

Parties: Gentry Investment Properties
Gentry Homes, Ltd.
State of Hawaii

Property Affected: Lot 16499, Map 1285, Ld. Ct. App. 1069
Lots 16885, 16887 and 16888, Map 1304, Ld.Ct.App. 1069
Lots 17263 and 17264, Map 1324, Ld.Ct.App. 1069
Lots 17265 to 17273, Map 1326, Ld. Ct. App. 1069
Lot 16886-B, Map 1349, Ld.Ct.App. 1069
Lot 17684, Map 1356, Ld.Ct.App. 1069
Lot 17686, Map 1357, Ld. Ct. App. 1069
Lots 17687 to 17698, inclusive and 17703, Map 1359, Ld.Ct.App. 1069
Lots 17795, 17796, 17803 to 17839, inclusive and 17841, Map 1360, Ld.Ct. App. 1069
Lots 18212 to 18246, inclusive, Map 1414

CT Nos.: 892,179; 881,477; 881,478; 889,446; 889,447; 904,203; 938,290

Tax Map No. 9-1-69:005 and 9-1-10:007

GRANT OF AVIGATION AND NOISE EASEMENT

THIS INDENTURE, made this 8th day of October, 2010, by GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership, by its general partner NTM LLC, whose address is 560 N. Nimitz Highway, Honolulu, Hawaii 96817, and GENTRY HOMES, LTD., a Hawaii corporation, whose address is 560 N. Nimitz Highway (hereinafter collectively referred to as "Grantor"), and the STATE OF HAWAII, DEPARTMENT OF TRANSPORTATION, AIRPORTS DIVISION, whose address is 400 Rodgers Boulevard, Suite 700, Honolulu, Hawaii 96819 (hereinafter referred to as "Grantee");

WITNESSETH THAT:

WHEREAS, Grantor holds title to portions of that certain real property situated in Ewa, Oahu, Hawaii, identified as Tax Map Key Nos: 9-1-10:7 and 9-1-69:5, more fully described in Exhibit "A", and shown in the map marked as Exhibit "B", both exhibits attached hereto and by reference made a part hereof (hereinafter referred to as the "Property"); and

WHEREAS, Grantee is the owner and operator of the Honolulu International Airport and Kalaeloa Airport (hereinafter collectively referred to as "the Airport"), which are in close proximity to the Property; and

WHEREAS, the Property is located within an area exposed to aircraft noise and will be subject to day-night average sound levels (Dnl) as delineated by the 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan and all applicable assumptions regarding the future operations of the Airport underlying such map, attached hereto as Exhibit "C" and by reference incorporated herein (hereinafter referred to as the "Noise Exposure Map"); and

WHEREAS, Grantor acknowledges that the Noise Exposure Map may be amended, replaced or superseded from time to time, and Grantor therefore agrees that, for purposes of this grant of easement, any such amendment(s) or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee; and

WHEREAS, Grantor will develop the Property for residential, industrial and commercial uses, which could potentially subject users of the Property to various adverse impacts as a result of existing and future use and operations of the Airport; and

WHEREAS, Grantor acknowledges that the Property is located in an area impacted by Aircraft noise and that present and future Aircraft noise may interfere with the unrestricted use and enjoyment of the Property in its intended use; that the Aircraft noise may change over time by virtue of greater number of Aircraft, louder Aircraft, seasonal variations and time-of-day variations; that changes in Airport, Aircraft, and air traffic control operating procedures or in Airport layout and boundaries could result in increased noise; and

WHEREAS, Grantor acknowledges the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, which may exceed normal levels for residential, industrial or commercial uses; and

WHEREAS, Grantor acknowledges that although portions of the Property lie within the area subject to noise levels equal to or greater than 55 Dnl as delineated on the Noise Exposure

Map, such map may be amended or replaced upon official adoption by Grantee which may subject different portions of or the entire Property to noise levels equal to or greater than 55 Dnl; and

WHEREAS, pursuant to certain conditions as stated in the State of Hawaii Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered January 2, 2004 in Docket No. A03-738, Grantor is required to grant and record an Avigation Easement and a Noise Easement affecting the Property.

NOW THEREFORE, in consideration of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration, the receipt and adequacy whereof is hereby acknowledged, and in acknowledgment of the potential for noise, fumes, smoke, vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as the operations of the Airport, as it currently exists or as it will be developed in the future, and in fulfillment of the conditions stated in the aforementioned Land Use Commission Decision and Order, the following grants, agreements and covenants are made and imposed:

1. Recitals: The foregoing recitals are incorporated into this grant of easement.
2. Grant of Easement: Grantor, for itself, its successors and assigns, does hereby grant and convey unto Grantee, its successors and assigns, a perpetual avigation and noise easement with respect to the Property as follows:
 - (a) Avigation Easement. A perpetual avigation easement and right of way, appurtenant to the Airport, for the free and unobstructed flight and passage, and operations and effects thereof, all types of Aircraft ("Aircraft" being defined for the purposes of this instrument as any contrivance now known or hereafter invented, used, or designed for navigation of or flight in the air) by whomsoever owned and operated, in and through all the airspace above and over, or in the airspace of, the Property to an infinite height above said Property, including but not limited to, the right to cause in such airspace and at the Airport such noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft, and for the use of said airspace by Aircraft for approaching, landing upon or taking off from, or operating at or on, the Airport, and for all other uses allowed or authorized at the Airport.
 - (b) Noise Easement. A perpetual easement allowing Grantee, its successors and assigns, to discharge, emit or otherwise transmit Aircraft noise at levels not exceeding the day-night average sound levels (Dnl) as delineated by the Noise Exposure Map, as such map may be amended, replaced or superseded, any such amendment(s), or replacement or superseding map(s) shall be deemed incorporated herein upon official adoption by Grantee, and also all noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future, including but not limited to, any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

3. Benefits and Burdens Run with the Land: This grant of easement shall be recorded with the Bureau of Conveyances and, if appropriate, the Office of the Assistant Registrar of the Land Court of the State of Hawaii, and all provisions of this instrument, including any benefits and burdens hereunder shall: (a) be intended to and run with the land in perpetuity and be appurtenant to and for the benefit of all the real property comprising and known as the Airport and such other additional property or interest therein as shall be subsequently acquired or designated from time to time by Grantee or its successors and assigns as constituting a part of the said Airport; (b) be included in any conveyance or disposition of the Property or portions thereof by the Grantor or its successors and assigns; and (c) be binding upon and shall inure to the benefit of the successors, assigns and those claiming under or through the parties hereto.

4. Interference with Air Navigation: Grantor, for itself, its successors and assigns, covenants that Grantor shall not build, construct, cause or permit to be built or constructed, or permit to remain on the Property any building or structure that would interfere with the rights conveyed by this instrument or that would violate any county, state or federal law or regulation regarding the operation of Aircraft or the Airport. Grantor further covenants that Grantor shall not use or permit the use of the Property in such a manner as to create any electronic, electromagnetic, smoke, light emissions or other interference with radio, radar or other similar means of Aircraft communications and navigation, or make it difficult for pilots to distinguish between airfield navigation lights and visual aids and other lights, or to result in glare or other conditions that would impair the vision of pilots, or to otherwise endanger the operation of Aircraft.

5. Release From Suits: By this grant of easement, Grantor, for itself, its successors and assigns, does hereby fully waive, remise, discharge and release any right or cause of action which it may now have or which it may have in the future, and agrees not to file any claim, action or lawsuit for any kind of relief, legal or equitable, including but not limited to claims, known or unknown, for nuisance, trespass, damages for physical or emotional injuries, discomfort, inconvenience, property damage, death, interference with use and enjoyment of property, diminution of property values, or inverse condemnation against the State of Hawaii, its successors and assigns, or any agency or employee thereof, or any other users of the Airport, for costs or damages resulting from noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may alleged to be incident to or caused by Aircraft and the operations of the Airport, as it currently exists or as it will be developed in the future regardless of any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

6. Notice: Grantor, for itself, its successors and assigns, shall provide conspicuous, plainly written notice to any prospective purchaser, lessee, tenant, operator or other user of the Property, that said Property is located within an area of exposure to Aircraft noise, fumes, smoke vibrations, odors, fuel particles and other effects, substances and phenomena from Aircraft as well as from the operation of the Airport, as it currently exists or will be developed in the future, which may exceed normal levels for urban, residential or commercial use. Such notice shall inform any prospective purchaser, lessee, tenant, operator or other user that airport authorities do not expect that noise levels can be further reduced.

7. Indemnification: Grantor, for itself, its successors and assigns, shall include in any instrument conveying an interest or right to use the Property or any portion thereof an

indemnification provision under which the purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, agrees to release, indemnify, hold harmless and defend Grantee, its officers and employees, successors and assigns from any and all liability claimed by any such purchaser, lessee, tenant, operator, user, their heirs, personal representatives, employees, sublessees, invitees, visitors, successors and assigns, resulting from said noise, fumes, smoke, vibrations, odors, fuel particles and any and all other effects, substances and phenomena as may be alleged to be incident to or caused by Aircraft and the operation of the Airport, as it currently exists or as it will be developed in the future, including but not limited to any change or increase in Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures, or characteristics or type or category of Aircraft using the Airport.

8. Changes: Grantor, for itself, its successors and assigns, acknowledges and agrees that this grant of easement, covenant not to sue, indemnities and other agreements herein contemplate and include all existing and future operations at the Airport; that future Aircraft numbers and types will most likely increase and noise levels may also increase; and that the rights, obligations and covenants herein set forth shall not terminate or vary in the event of any change or increase in the Airport layout or boundaries or operations, runway length or location, volume or pattern of Aircraft traffic or noise, air traffic control procedures or characteristics or type or category of Aircraft using the Airport.

9. Release of Easement: Grantee or its successors and assigns may terminate this grant of easement by recording a release with the Bureau of Conveyances or the Office of the Assistant Registrar of the Land Court of the State of Hawaii, as appropriate, whereupon all rights, duties and liabilities created by this grant of easement shall terminate.

10. Grantor does hereby covenants that it is lawfully seized in an indefeasible estate in the herein described Property; and it has the right to grant and convey the estate, interest and easement herein conveyed; and that it will specially warrant and defend unto the Grantee and its successors and assigns, forever, the quiet and peaceable use and enjoyment of the herein granted easement.

11. Severability: In the event that one or more of the provisions contained in this instrument or any part thereof or any application thereof shall be held invalid, illegal, or unenforceable in any respect by a court of competent jurisdiction, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired and shall remain in full force and effect.

12. Interpretation of agreement: This grant of easement shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this grant of easement. The language hereof, and in all parts of this grant of easement shall, in all cases, be construed simply according to its fair meaning, and not strictly for or against either Grantor or Grantee.


13. Joint and Several Liability: The obligations, covenants, promises, liabilities, warranties, and representations of Grantor(s) under this grant of easement shall be joint and several, by and among any and all entities and persons comprising Grantor.

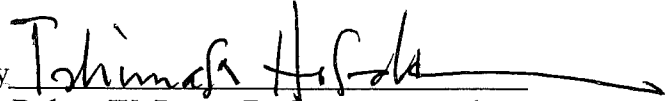
14. Governing Law: This grant of easement shall be governed by, interpreted and construed in accordance with the laws of the State of Hawaii.


IN WITNESS WHEREOF, the parties hereto have executed these presents on the day and year first above written.

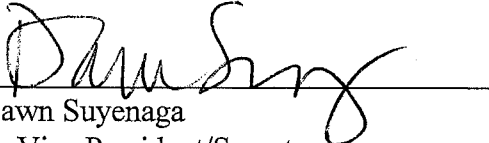
GENTRY INVESTMENT PROPERTIES,
a Hawaii limited partnership
By NTM LLC
Its general partner

GENTRY HOMES, LTD.,
a Hawaii corporation

By 
Norman Gentry
Member


By 
~~Robert W. Brant~~ Toshimasa Hosoda
Its President Senior Vice President

By 
Mark T. Gentry
Member

By 
Dawn Suyenaga
Its Vice President/Secretary

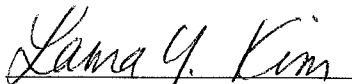
“Grantor”

DEPARTMENT OF TRANSPORTATION
State of Hawaii

By 
Name: Michael D. Formby
Title: Interim Director of Transportation

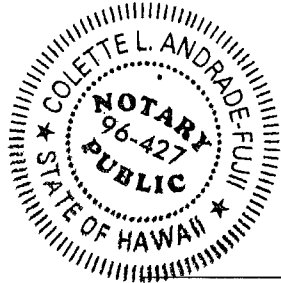
“Grantee”

APPROVED AS TO FORM:


Deputy Attorney General

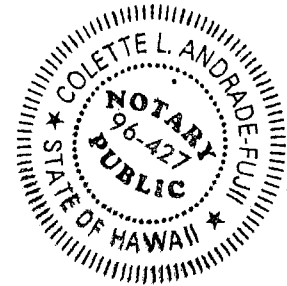
STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On OCT - 8 2010, before me appeared **TOSHIMASA HOSODA** and **DAWN SUYENAGA**, to me personally known, who, being by me duly sworn or affirmed, did say that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacities shown, having been duly authorized to execute such instrument in such capacities.



Colette L. Andrade-Fujii
Notary Public, State of Hawaii
Printed Name of Notary: Colette L. Andrade-Fujii
My commission expires: July 7, 2012

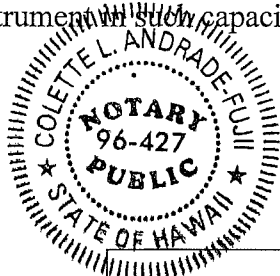
Doc. Date: ~~Undated at time of Notarization~~ #Pages: 13
Name: Colette L. Andrade-Fujii First Circuit
Doc. Description: Grant of Avigation and Noise Easement:



Colette L. Andrade-Fujii OCT - 8 2010
Signature Date
NOTARY CERTIFICATION (Stamp or Seal)

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

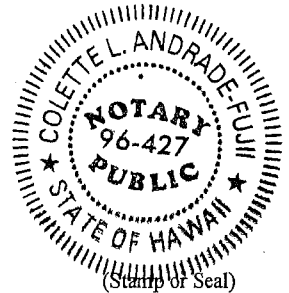
On OCT - 8 2010, before me personally appeared **NORMAN GENTRY and MARK T. GENTRY** to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Colette L. Andrade-Fujii

Notary Public, State of Hawaii
Printed Name of Notary: Colette L. Andrade-Fujii
My commission expires: July 7, 2012

Doc. Date: <u>Undated at time of Notarization</u>	#Pages: <u>13</u>
Name: <u>Colette L. Andrade-Fujii</u>	First Circuit
Doc. Description: <u>Grant of Avigation and Noise Easement:</u>	
<u><i>Colette L. Andrade-Fujii</i></u> Signature	<u>OCT - 8 2010</u> Date
NOTARY CERTIFICATION	



STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On _____, before me personally appeared _____ to me personally known, who being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Printed Name of Notary: _____
Notary Public, State of Hawaii
My Commission Expires: _____

Doc Dated: _____ # Pages: _____

Name: _____ First Circuit

Doc. Description: _____

Signature

Date

NOTARY CERTIFICATION

EXHIBIT "A"

FIRST:

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

Lot 17686, Map 1357;

Lots 17263 and 17264, Map 1324, both of said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land described in Certificate of Title Nos. **892,179; 881,477 and 881,478** issued to Gentry Investment Properties, a Hawaii limited partnership.

SECOND:

Those certain parcels of land situate at Honouliuli, District of Ewa, City and County of Honolulu, Island of Oahu, State of Hawaii, described as follows:

Lot 16499, Map 1285

Lots 16885, 16887 and 16888, Map 1304;

Lots 17265 to 17273, Map 1326;

Lot 16886-B, Map 1349;

Lot 17684, Map 1356;

Lots 17687 to 17698, inclusive, and 17703, Map 1359;

Lots 17795, 17796, 17803 to 17839, inclusive, and 17841, Map 1360;

Lots 18212 to 18246, Map 1414, all of said maps being filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased.

Being land described in Certificate of Title Nos. **904,203; 938,290 and 889,446 and 889,447** issued to Gentry Homes, Ltd., a Hawaii corporation.

End of Exhibit "A"

EXHIBIT "B"

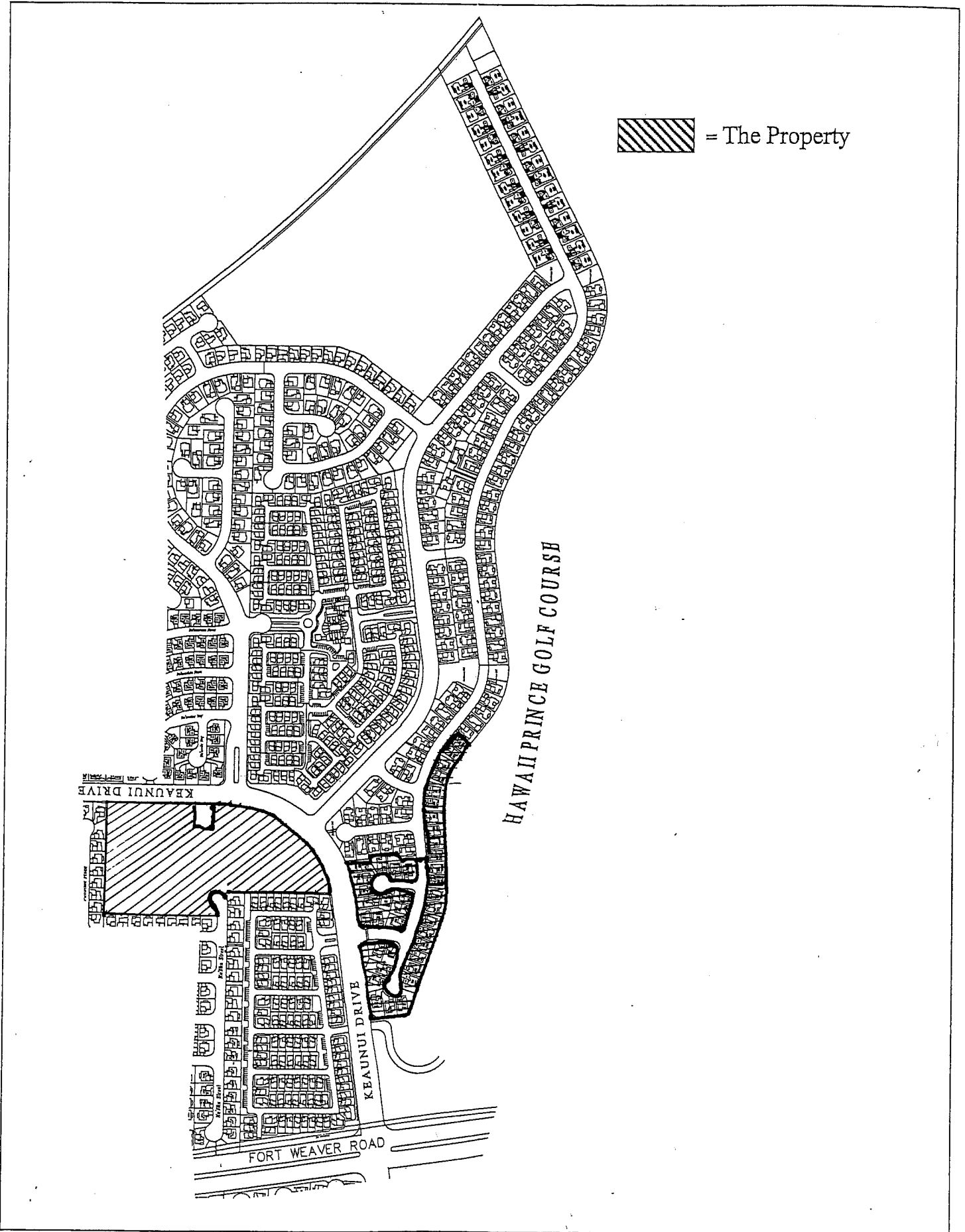


EXHIBIT "B"

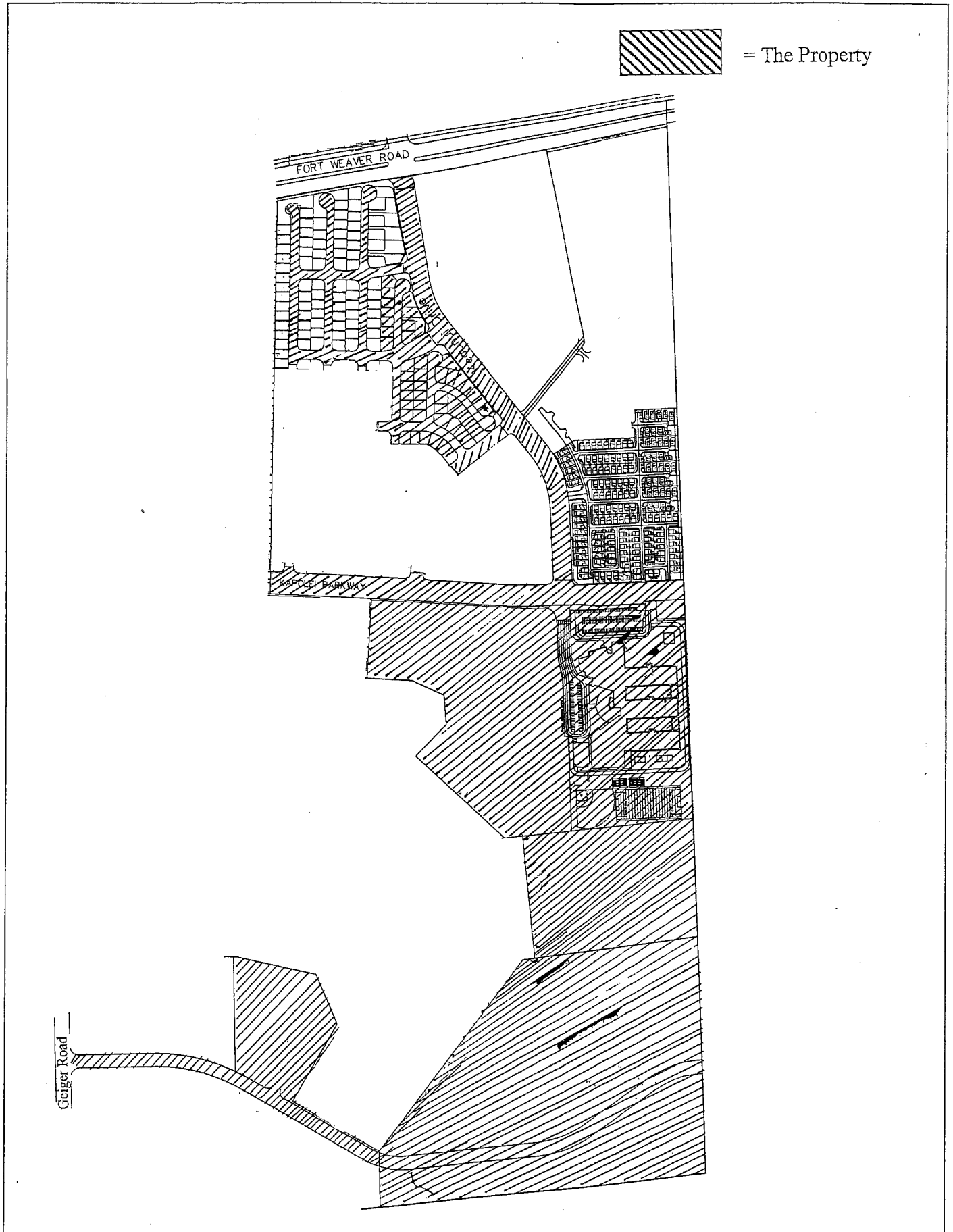


EXHIBIT "C"

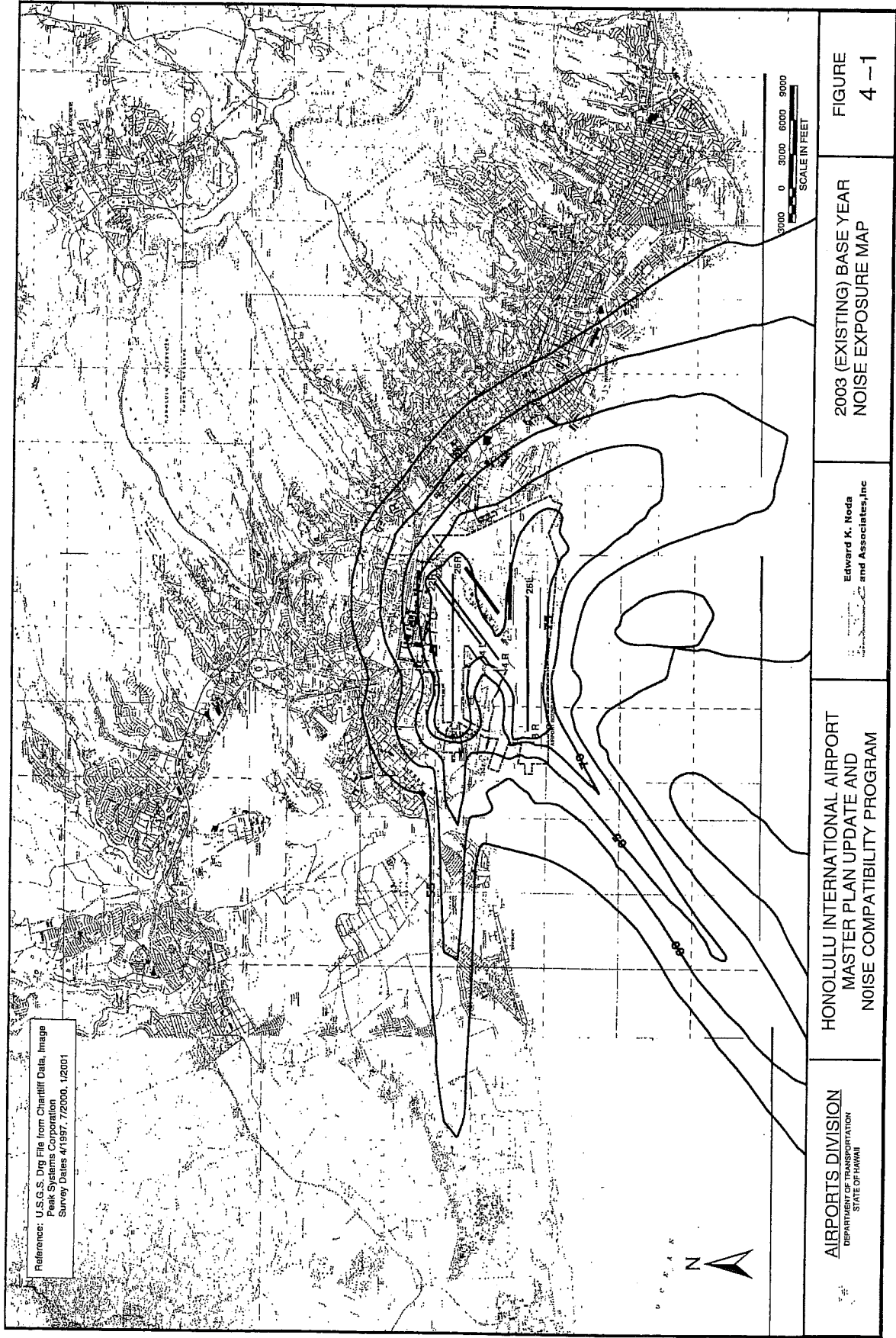


EXHIBIT "C"

Appendix 8

Final Inspection of Area 19

Siren

LINDA LINGLE
GOVERNOR

MAJOR GENERAL ROBERT G. F. LEE
DIRECTOR OF CIVIL DEFENSE

EDWARD T. TEIXEIRA
VICE DIRECTOR OF CIVIL DEFENSE



RECEIVED
AUG 11 2005



PHONE (808) 733-4300
FAX (808) 733-4287

STATE OF HAWAII
DEPARTMENT OF DEFENSE
OFFICE OF THE DIRECTOR OF CIVIL DEFENSE
3949 DIAMOND HEAD ROAD
HONOLULU, HAWAII 96816-4495

GENTRY HOMES, LTD.

August 10, 2005

Mr. Darian Chun
Project Engineer
Gentry Homes, Ltd.
560 N. Nimitz Highway, Suite 210
Honolulu, Hawaii 96817

Dear Mr. Chun:

Final Inspection, Gentry Homes, Ltd., Area 19 Siren

The inspection of Gentry Homes, Ltd., Area 19 siren was conducted on August 5, 2005, by Norman Ogasawara, State Civil Defense (SCD), Guy Miyashiro, Federal Signal (FS), and Mr. Chun, representing Gentry Homes.

The results of the inspection are as follows:

Site: EWA Gentry, Area 19, address 312B, siren model UVTDH, Serial No. 0021025, with 119 Dbc Omni directional MOD-3024 speaker array and Hawaii solar panel mount.

Status: Acceptable.

Problems found: None.

Time: 1:15 p.m.

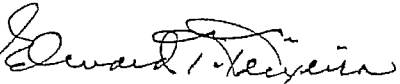
Conditions: Mostly sunny.

Batteries: Fully charged, used Public Address feature to test power output and put a partial drain on the batteries to start and check the solar regulator. Over the air, quiet. Test, good.

Mr. Darian Chun
August 9, 2005
Page 2

If there are any questions, please contact Mr. Norman Ogasawara at (808) 733-4300, ext. 531.

Sincerely,


EDWARD T. TEIXEIRA
Vice Director of Civil Defense

c: Oahu Civil Defense Agency
Guy Miyashiro and Company
Radio Shop, SCD

Appendix 9

Notice of Imposition of Conditions by the Land Use Commission

THE GENTRY COMPANIES



December 22, 2003

Mr. Anthony J. H. Ching, Executive Officer
State Land Use Commission
State Office Tower
235 South Beretania, 4th Floor
Honolulu, HI 96813

Re: *Certified Copy of Notice of Imposition of Conditions by the Land Use
Commission for Ewa Makai
Docket No. A03-738*

Dear Mr. Ching:

Enclosed is a certified copy of the Notice of Imposition of Conditions by the Land Use Commission for the area reclassified under Docket No. A03-738.

If you have any questions or need any further information, please call me at 599-8370.

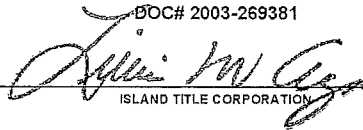
Sincerely,

GENTRY HOMES, LTD.

A handwritten signature in black ink, appearing to read 'Debra M. A. Luning'.

Debra M. A. Luning
Director of Governmental Affairs
and Community Relations

CERTIFIED TO BE A TRUE AND CORRECT COPY OF THE
ORIGINAL RECORDED ON 12/08/2003 IN THE BUREAU OF
CONVEYANCES OF THE STATE OF HAWAII AS
DOC# 2003-269381


ISLAND TITLE CORPORATION

Return by Mail () Pickup (x) To:
Gentry Companies-Legal Dept.
P. O. Box 295
Honolulu, HI 96809

ITC 226567

Document Title: NOTICE OF IMPOSITION OF CONDITIONS BY THE LAND USE
COMMISSION

NOTICE OF IMPOSITION OF CONDITIONS BY THE LAND USE COMMISSION

KNOW ALL MEN BY THESE PRESENTS:

Please take notice that GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership, is the Petitioner in State Land Use Commission ("Commission") Docket No. A03-738 for the reclassification of approximately 282.614 acres of that certain land situated at Ewa, Island of Oahu, State of Hawaii, more particularly described as follows (which land is hereinafter collectively referred to as the "Petition Area"):

First:

[TMK No. 9-1-10:007]

All of that certain parcel of land situate at Honouliuli, District of Ewa, Oahu, State of Hawaii, described as follows:

Lot 4196-B, as shown on Map 626, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased;

Being a portion of the land described in Land Court Certificate of Title No. 667,068 issued to GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership.

COPY

Second:

[TMK No. 9-1-69:005]

All of that certain parcel of land situate at Honouliuli, District of Ewa, Oahu, State of Hawaii, described as follows:

Lot 11252-A, as shown on Map 861, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased;

Being the land described in Land Court Certificate of Title No. 667,069 issued to GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership.

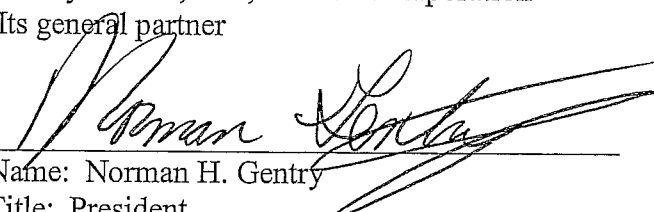
And Petitioner does hereby state and declare that the Commission, by its Decision and Order dated November 20, 2003, reclassified approximately 282.614 acres of the Petition Area under said Docket No. A03-738, from the State Land Use Agricultural District to the State Land Use Urban District (hereinafter "Property"), subject to a number of conditions imposed on the reclassified Property. Said conditions shall run with the land and shall be set forth in a Declaration of Conditions to be subsequently recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii pursuant to Commission Rule Section 15-15-92.

This Notice of Imposition of Conditions by the Commission shall be superseded upon the recordation at the Bureau of Conveyances of the said Declaration of Conditions setting forth the conditions imposed by the Commission in Docket No. A03-738.


DATED: Honolulu, Hawaii, December 1, 2003.

GENTRY INVESTMENT PROPERTIES,
a Hawaii limited partnership
By Gentry-Pacific, Ltd., a Hawaii corporation
Its general partner

By


Name: Norman H. Gentry
Title: President

By


Name: Dawn Suyenaga
Title: Senior Vice President

STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

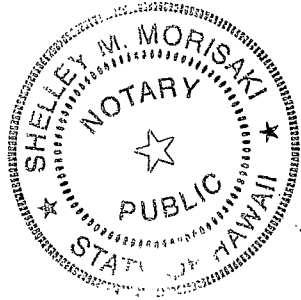
On this 1st day of December, 2003, before me personally appeared **NORMAN H. GENTRY** and **DAWN SUYENAGA** to me personally known, who, being by me duly sworn or affirmed, did say that such person(s) executed the foregoing instrument as the free act and deed of such person(s), and if applicable in the capacity(s) shown, having been duly authorized to execute such instrument in such capacity(s).

Shelley M. Morisaki

Notary Public, State of Hawaii

Printed Name of Notary: Shelley M. Morisaki

My commission expires: 1/4/06

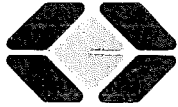


Appendix 10
Declaration of Land Use
Conditions

APPENDIX 6

Declaration of Land Use Conditions

THE GENTRY COMPANIES



May 24, 2004

Mr. Anthony J. H. Ching, Executive Officer
State Land Use Commission
State Office Tower
P.O. Box 2359
Honolulu, HI 96804-2359

Re: *Original of the Declaration of Land Use Conditions*
Docket No. A03-738

Dear Mr. Ching:

Enclosed is the original of the Declaration of Land Use Conditions for the area reclassified under Docket No. A03-738. It was recorded at the Bureau of Conveyances as Land Court Document No. 3068154 on February 11, 2004.

Sincerely,

GENTRY HOMES, LTD.

A handwritten signature in black ink, appearing to read 'Debra' followed by a stylized flourish.

Debra M. A. Luning
Director of Governmental Affairs
and Community Relations

Enclosure



L-266 STATE OF HAWAII
 OFFICE OF ASSISTANT REGISTRAR
 RECORDED
 FEB 11, 2004 08:01 AM
 Doc No(s) 3068154
 on Cert(s) 667,068 & 667,069



20 1/1 Z4

/s/ CARL T. WATANABE
 ASSISTANT REGISTRAR

Return by Mail () Pickup (x) To:
 The Gentry Companies - Legal Dept.
 P. O. Box 295
 Honolulu, HI 96809

ITC 226567

Document Title: DECLARATION OF LAND USE CONDITIONS

DECLARATION OF LAND USE CONDITIONS

This Declaration made this 9th day of February, 2004, by GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership, whose address is 560 N. Nimitz Highway, Room 300, Honolulu, Hawaii 96817, and the Petitioner in State of Hawai'i Land Use Commission ("Commission") Docket No. A03-738 hereinafter called the "Declarant",

WITNESSETH:

WHEREAS, Declarant is the owner of that certain land comprising approximately 282.614 acres, situated in 'Ewa, Oahu, Hawai'i, identified on the tax maps of the State of Hawai'i as (1) 9-1-10:007 and (1) 9-1-69:005, and shown on Exhibit "A" attached hereto and also more particularly described in Exhibit "B" both of which said exhibits are attached hereto and made a part hereof (referred to herein as the "Property" or "Petition Area"); and

WHEREAS, pursuant to the State Land Use Commission Findings of Fact, Conclusions of Law, Decision and Order dated and entered on January 2, 2004, in Docket No. A03-738 (hereinafter "Decision and Order"), the Commission reclassified the Petition Area from the Agricultural District to the Urban District ("Project"), subject to certain conditions enumerated therein; and

WHEREAS, pursuant to Section 205-4(g), Hawai'i Revised Statutes ("HRS") and Section 15-15-92 of the Commission's Rules, the conditions imposed by the Commission in said Docket No. A03-738 are to run with the land and require Declarant to record these conditions at the Bureau of Conveyances of the State of Hawaii;

NOW, THEREFORE, Declarant [referred to in the Decision and Order and in Items 1 through 22 below as the "Petitioner"] hereby declares that the Petition Area shall be subject to the following conditions, which conditions were imposed by the Commission in Docket No. A03-738:

1. **Affordable Housing.** Petitioner shall provide affordable housing opportunities for low, low-moderate, and gap group income residents of the State of Hawai'i to the satisfaction of the City and County of Honolulu. The location and distribution of the affordable housing or other provisions for affordable housing shall be under such terms as may be mutually agreeable between Petitioner and the County.

2. **Public School Facilities.** Petitioner shall contribute to the development, funding, and/or construction of school facilities, on a fair-share basis, as determined by and to the mutual satisfaction of Petitioner and the Department of Education. Terms of the contribution shall be agreed upon in writing by Petitioner and the Department of Education prior to obtaining County rezoning.

3. **Wastewater Facilities.** Petitioner shall fund and construct adequate wastewater transmission and disposal facilities, as determined by the City and County of Honolulu Department of Environmental Services and the State Department of Health.

4. **Transportation.** Petitioner shall participate in the pro-rata funding and construction of local and regional transportation improvements and programs necessitated by the proposed development according to the regulatory scheme and factors covered by the City and County of Honolulu's impact fee ordinance - Chapter 33A, Revised Ordinances of Honolulu, and as determined by the State Department of Transportation.

Petitioner shall undertake subsequent mitigative measures that may be required by the Department of Transportation or the City and County of Honolulu. The mitigative measures shall be coordinated with and approved by the Department of Transportation and the City and County of Honolulu, as appropriate.

Petitioner in coordination with DOT shall provide briefing and update on regional and local traffic improvement projects to the 'Ewa community on a semi-annual basis in conjunction with this project.

5. **Landscaped Building Setback.** Petitioner shall provide a landscaped building setback (approximately 12 feet) along the Project's Fort Weaver Road frontage to provide flexibility in accommodating future transportation needs along the route and to buffer roadway noise.

6. **Archaeological Inventory Survey.** Should any previously unidentified burials, archaeological or historic sites such as artifacts, marine shell concentrations, charcoal deposits, or stone platforms, pavings or walls be found, Petitioner, developers and/or landowners of the affected properties shall comply with all applicable statutory provisions of Chapter 6E, Hawai'i Revised Statutes; and administrative rules of the Department of Land and Natural Resources.

7. **Historic Preservation Mitigation Plan.** Petitioner shall coordinate and discuss with the Office of Hawaiian Affairs the incorporation of Hawaiian cultural elements such as trail alignments, if deemed appropriate, and the use of proper place names for the proposed development.

8. **Solid Waste Management Plan.** Petitioner shall develop a Solid Waste Management Plan in conformance with the Integrated Solid Waste Management Act, Chapter 342G, Hawai'i Revised Statutes. Petitioner's Solid Waste Management Plan shall be approved by the City and County of Honolulu Department of Environmental Services. The Plan shall address and encourage an awareness of the need to divert the maximum amount of waste material caused by developments away from the County's landfills.

9. **Air Quality Monitoring.** Petitioner shall participate in an air quality monitoring program as specified by the State Department of Health.

10. **Drainage Improvements.** Petitioner, its successors, and assigns shall coordinate the design and construction of drainage improvements on the Property required as a result of the development of the Property to the satisfaction of Federal, State, and City agencies with the goal of executing an agreement on the interim and ultimate regional drainage plan as soon as possible. Petitioner, its successors, and assigns shall participate in the planning and coordination of offsite improvements with all landowners and developers in the Kalo'i drainage basin, and other Federal, State, and City agencies.

11. **Regional Drainage Solutions.** Petitioner, its successors, and assigns, agrees to work with the City to implement interim and long-term regional drainage solutions as follows:

a. Petitioner shall submit an updated drainage master plan if required for the Property to the City for its review and approval prior to any subdivision approvals other than for minor matters, such as easements.

b. Drainage solutions for the Property shall be compatible with the drainage designs for other developments in the Kalo'i Gulch drainage basin and shall conform to applicable Federal, State, and City laws, rules, regulations, and standards.

c. Drainage improvements for the Property shall be consistent with the policies and principles in the 'Ewa Development Plan.

d. Petitioner shall be responsible for maintaining previously constructed drainage improvements which limit channelized runoff to 2,500 cubic feet per second at the Property's southern boundary (specifically at the property boundary between Petitioner's Property and Haseko's property) for events up to a 100-year storm. Petitioner shall also take reasonable measures to minimize non-channelized flows from the Property by construction of berms, detention basins, or other appropriate methods. These requirements shall remain in force until long-range regional drainage improvements are in place in accordance with the approved drainage master plan for the Project.

e. Petitioner has or shall enter into a Letter Agreement with Hawaii Prince to mutually address the drainage issues as it pertains to the Hawaii Prince Golf Course.

12. **Water Resources Allocation and Permits.** Petitioner shall participate in the funding and construction of adequate water source, storage, and transmission facilities and improvements to accommodate the proposed Project. Water transmission facilities and improvements shall be coordinated and approved by appropriate State and County agencies.

13. **Avigation and Noise Easement.** Petitioner shall grant to the State of Hawai'i an avigation (right of flight) and noise easement in a form prescribed by the State Department of

Transportation on any portion of the Property subject to aircraft noise contours exceeding 55 Ldn.

14. **Sound Attenuation.** Petitioner shall not construct residential units within areas exposed to Honolulu International Airport and Naval Station Barbers Point noise levels of 65 Ldn or greater.

15. **Civil Defense Systems.** Petitioner, developers and/or landowners of the Property shall fund and construct adequate solar powered civil defense systems as determined by the County and State Civil Defense agencies.

16. **Energy Conservation Measures.** Petitioner shall implement energy conservation measures such as the use of solar energy and solar heating and incorporate such measures into the Project.

17. **Compliance with Representations to the Commission.** Petitioner shall develop the Property in substantial compliance with the representations made to the Commission. Failure to so develop the Property may result in reversion of the Property to its former classification, or change to a more appropriate classification.

18. **Notice of Change to Ownership Interests.** Petitioner shall give notice to the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interests in the Property, prior to development of the Property.

19. **Annual Reports.** Petitioner shall timely provide without any prior notice, annual reports to the Commission, the Office of Planning, and the City and County Department of Planning and Permitting in connection with the status of the Project and Petitioner's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.

20. **Release of Conditions Imposed by the Commission.** The Commission may fully or partially release the conditions provided herein as to all or any portion of the Property upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by Petitioner.

21. **Recording of Conditions.** Within 7 days of the issuance of the Commission's Decision and Order for the subject reclassification, Petitioner shall (a) record with the Bureau of Conveyances a statement that the Property is subject to conditions imposed herein by the Land Use Commission in the reclassification of the Property, and (b) shall file a copy of such recorded statement with the Commission.

22. **Recording of Conditions.** Petitioner shall record the conditions imposed herein by the Commission with the Bureau of Conveyances pursuant to section 15-15-92, Hawai'i Administrative Rules.

The above-stated conditions contained in this Declaration set forth in paragraphs 1 through 22 above shall operate as covenants running with the land and shall be binding upon Petitioner and each and every subsequent owner, lessee, sub-lessee, transferee, grantee, assignee, or developer.

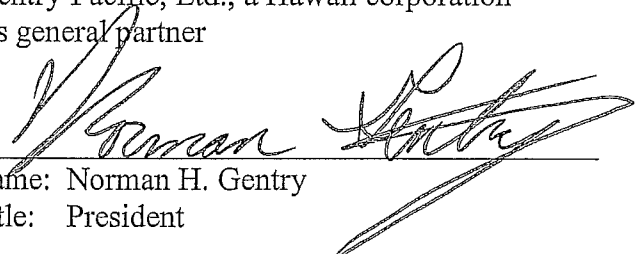
The limitations, restrictions, covenants and conditions of this Declaration shall continue and remain in full force and effect at all times with respect to all property included in this Declaration until such time that the State Land Use Commission removes or releases the

conditions relating to the Petition Area established through its Order dated January 2, 2004, in Docket No. A03-738.

The term "Petitioner", as and when used herein, shall mean and include the Declarant herein, and the terms "Declarant" and "Petitioner", as and when used herein, and/or pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and each of their respective successors, heirs, personal representatives, successors in trust and assigns, according to the context thereof.

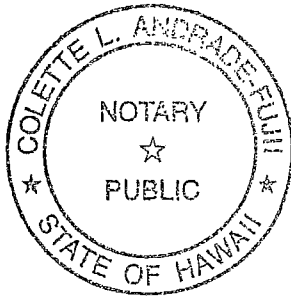
IN WITNESS WHEREOF, Declarant has caused this instrument to be duly executed on the day and year first above written.

GENTRY INVESTMENT PROPERTIES,
a Hawaii limited partnership
By Gentry-Pacific, Ltd., a Hawaii corporation
Its general partner

By 
Name: Norman H. Gentry
Title: President

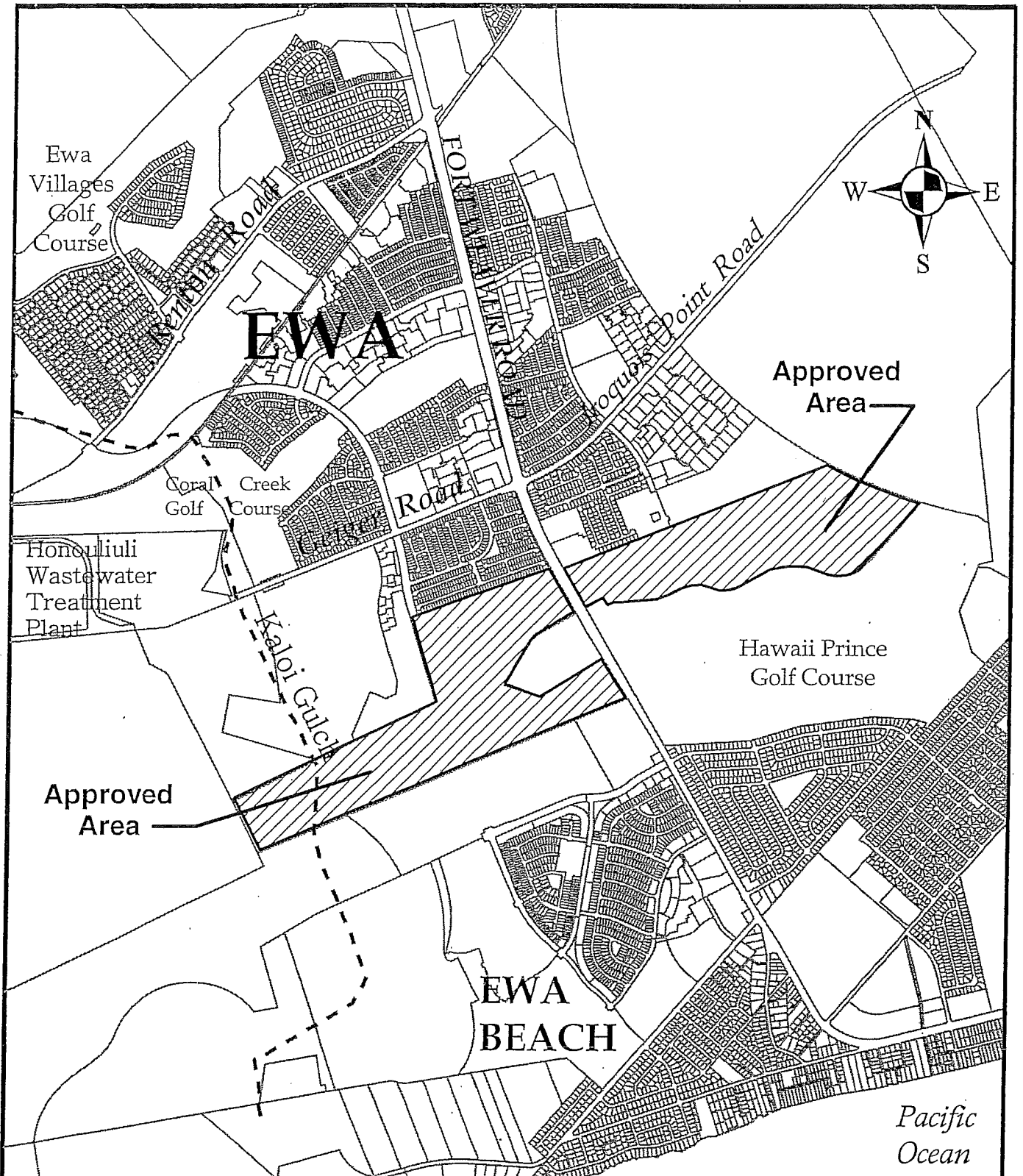
STATE OF HAWAII)
) ss.
CITY AND COUNTY OF HONOLULU)

On this 9 day of February, 2004, before me personally appeared **NORMAN H. GENTRY**, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.



Colette L. Andrade-Fujii

Notary Public, State of Hawaii
Printed Name of Notary: COLETTE L. ANDRADE-FUJII
My commission expires: July 17, 2004



**A03-738 GENTRY INVESTMENT PROPERTIES,
A Hawai'i Limited Partnership
LOCATION MAP**

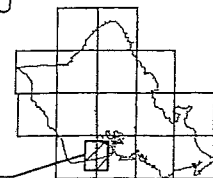
Tax Map Key Nos: 9-1-10: 7 & 9-1-69: 5

'Ewa, O'ahu, Hawai'i

Scale: 1" = 2,000 ft.

EXHIBIT "A"

OAHU



Map
Location

EXHIBIT "B"

First:

[TMK No. 9-1-10:007]

All of that certain parcel of land situate at Honouliuli, District of Ewa, Oahu, State of Hawaii, described as follows:

Lot 4196-B, as shown on Map 626, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased;

Being a portion of the land described in Land Court Certificate of Title No. 667,068 issued to GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership.

Second:

[TMK No. 9-1-69:005]

All of that certain parcel of land situate at Honouliuli, District of Ewa, Oahu, State of Hawaii, described as follows:

Lot 11252-A, as shown on Map 861, filed in the Office of the Assistant Registrar of the Land Court of the State of Hawaii with Land Court Application No. 1069 of the Trustees under the Will and of the Estate of James Campbell, deceased;

Being the land described in Land Court Certificate of Title No. 667,069 issued to GENTRY INVESTMENT PROPERTIES, a Hawaii limited partnership.