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STATE OF HAWAII
LAND USE COMMISSION

BEFORE THE LAND USE COMMISSION

OF THE STATE OF HAWAII

In the Matter of the Petition)	DOCKET NO. A87-617
Of)	
BRIDGE AINA LE'A, LLC, and)	BRIDGE AINA LE'A, LLC'S ANNUAL
BANTER, INC.)	PROGRESS REPORT FOR YEAR 2007;
Successor petitioners to)	EXHIBITS A – H; CERTIFICATE OF
PUAKO HAWAII PROPERTIES)	SERVICE
)	
To Amend the Agricultural Land Use District)	
Boundary into the Urban Land Use District)	
for Approximately 1,060 Acres of Land)	
Situated at Waikoloa, South Kohala, Island,)	
County and State of Hawai'i, Tax Map Key)	
Nos.: 6-8-01:Portion 25, Portion 36, Portion)	
37, Portion 38, Portion 39, Portion 40.)	
_____)	

TABLE OF CONTENTS

	Page
I. GENERAL BACKGROUND	1
A. Petitioner Has Timely Submitted A Mass Grading Permit Application (NPDES Permit Application) To Complete The Mass Grading Work	2
B. Grading Work Has Moved Forward And The Contractor Is Prepared To Begin Mass Grading Upon Approval of the NPDES Permit.....	4
C. Goodfellow And SSFM Have Completed A Critical Path Schedule To Complete Phase I, The Mass Grading And Excavation Work.....	4
D. The Vertical Construction Of The Affordable Housing Is Expected To Be Completed By November 2010	5
E. Water Infrastructure Is Scheduled To Be Provided To The Site Before November 2010.....	5
F. Petitioner Has Been Developing Community Support For The Project	6
G. Petitioner Has Spent Approximately \$1.9 Million in Development Costs Since January 2007	8
H. Work Is Expected To Accelerate In The Next Several Months.....	9
II. PETITIONER'S RESPONSE TO SPECIFIC CONDITIONS	10
III. CONCLUSION AND RECOMMENDATIONS REGARDING HEARING ON STATUS OF PROJECT.....	17

BRIDGE AINA LE'A, LLC'S ANNUAL PROGRESS REPORT 2007

Bridge Aina Lea, LLC, by and through its attorneys, Bays Deaver Lung Rose & Holma, hereby submits its Annual Progress Report for 2007, LUC Docket No. A87-617.

I. GENERAL BACKGROUND

Petitioner Bridge Aina Le'a, LLC ("Petitioner") is the owner of approximately 1,060 acres of undeveloped real property in South Kohala, Hawaii, identified as re-subdivided Lot Nos. B-1, C-1, D-1, and E-1 [comprising portions of TMK Nos. (3) 6-8-001-025, 36, 37, 38, 39 and 40] that has been designated Urban District by the State of Hawaii Land Use Commission, which property is commonly referred to as the Villages at Aina Le'a and is the subject of this docket (the "Property"). The Property was reclassified into the urban land use district pursuant to the Commission's Findings of Fact, Conclusions of Law and Decision and Order dated January 17, 1989, as amended on July 9, 1991 ("Order"), and the Findings of Fact, Conclusions of Law, and Decision and Order Granting Petitioner's Motion to Amend Condition 1 and Denying Petitioner's Motion to Amend Condition 8 of Amended Finding of Fact Conclusion of Law, and Decision and Order Dated July 9, 1991, filed November 25, 2005 ("Amended Order").

Petitioner is in the process of developing a master planned community, including both residential and commercial facilities which will service the West Hawaii community. In addition, as part of the development, Petitioner is to provide a minimum of 385 affordable housing units to address the need for affordable housing in West Hawaii. Since the last status report, Petitioner has moved forward with its plans to develop this project. Although the timeline is compressed, Petitioner and its various consultants believe that the deadline established by the Commission can be met.

On November 17, 2006, pursuant to Condition 1 of the Amended Order, Petitioner submitted to the Commission its Submission of Mass Grading Contract and Joint Venture Agreement. In this report, Petitioner summarized the activities completed towards developing the project. The work activities completed as of that date, included: (1) execution of a Water Agreement with the County of Hawaii Department of Water Supply; (2) execution of an easement agreement with Mauna Kea Development Co. for water transmission lines from Petitioner's well sites to the Department of Water Supply's Mauna Kea reservoir tank; (3) execution of agreements with Hawaii Electric Light Company to construct and develop the electrical infrastructure to the site; (4) passed a Resolution of Intention for a Community Facilities District ("CFD") proposal through the County Council of the County of Hawaii; (5) entered into a mass grading contract with Goodfellow Brothers, Inc. for site work; (6) obtained a grubbing permit to begin construction of the utility corridor; (7) completed the inspection and clearing of the spine road and utility corridor for munitions and/or unexploded ordinances; and (8) completed the emergency ingress and egress road for Waikoloa Village in conjunction with the County of Hawaii.

After this report was submitted, the Commission scheduled a status report for the project for December 8, 2006, and January 4, 2007. At the conclusion of the status conference, a motion passed to have Petitioner provide by July 19, 2007 a "combined Status Report and Annual Report" to the Commission advising on the current status of the project. The emphasis that the Commission requested was the development of the affordable housing component of the project.

A. Petitioner Has Timely Submitted A Mass Grading Permit Application (NPDES Permit Application) To Complete The Mass Grading Work

Since the status conference on January 4, 2007, Petitioner has continued to move

forward with the project and its plan to develop the affordable housing in accordance with the Amended Order. The first major work activity toward developing the project is the mass grading and excavation work for the site. In order to perform this work, Petitioner is required to complete, among other things, a Master Drainage Study, design and engineering for mass grading construction documents, and obtain a Mass Grading Permit (NPDES Permit). SSFM International, Inc. ("SSFM") was retained by Petitioner to perform the necessary engineering work and has worked diligently in the past several months to accomplish this task. A letter from SSFM reporting on its progress is attached to this report as Exhibit A. Attached as Exhibit B is a copy of the December 7, 2006 agreement between Petitioner and SSFM. The work performed by SSFM this year includes the following:

- Coordinated the conceptual site layout revisions with the Petitioner and with PBR Hawaii.
- Modeled the entire project site in SSFM's 3D civil engineering application to facilitate visualization, civil engineering designs, preparation of drawings, and development of mass grading quantities.
- Completed conceptual layout and sizing of the utility infrastructure for the project site.
- Completed conceptual designs of the road alignments and cross sections.
- Completed a Master Drainage Study for the project site.
- Scheduled and held coordination meetings with the Department of Public Works – Engineering Division, Department of Water Supply, DOH Clean Water Branch, DOT Highways Division, Hawaii District, State DLNR Historic Preservation.

On June 8, 2007, and on schedule, SSFM submitted a Master Drainage Report, Master Grading Permit Drawings, and NPDES application to the appropriate governmental agencies. See Exhibit A. A copy of the NPDES application is attached hereto as Exhibit C for the Commission's reference. It is anticipated that the NPDES Permit will be approved in mid-September 2007, and mass grading is planned to commence thereafter. See Exhibit A.

B. Grading Work Has Moved Forward And The Contractor Is Prepared To Begin Mass Grading Upon Approval of the NPDES Permit

The site contractor, Goodfellow Brothers, Inc. ("Goodfellow") has also "worked closely with the various consultants" toward developing this project in a timely manner. A copy of a letter from Goodfellow addressing its progress is attached hereto as Exhibit D. Some of the major work activities completed this year by Goodfellow, include: "(1) improving the access road to the various well sites, grading with the D-9, 1 ½" Base course, concrete and reinforcing steel to provide a stable driving surface for future well activities; (2) completing the GPS Base Station and its concrete foundation, working with Towill, Shigeoka & Associates to complete the survey control work necessary for the station and the golf course layout; and (3) working with SSFM to build the access road for HELCO to provide power to the project." See Exhibit D. To date, Goodfellow has completed all the work that can legally be performed pursuant to a grubbing permit. Furthermore, Goodfellow has allocated a work force and is prepared to commence work on the mass grading and excavation upon approval of the NPDES Permit. Id.

C. Goodfellow And SSFM Have Completed a Critical Path Schedule To Complete Phase I, The Mass Grading And Excavation Work

SSFM and Goodfellow worked in conjunction with each other to complete a critical path schedule for Phase I of the project. Phase I consists of development of the Offsite Water System, development of the Waste Water Treatment Plant, development of the South Intersection, and Primary Infrastructure Development. See Exhibit A, at attachment. The critical path schedule anticipates that mass grading work will commence upon receipt of the NPDES Permit, and Phase I will be completed in or before November 2009. SSFM and Goodfellow have both stated in their letter reports, attached hereto as Exhibits A and D, that they have allocated the work force and resources to be able to complete their scope of work in

accordance with this schedule.

D. The Vertical Construction Of The Affordable Housing Is Expected To Be Completed By November 2010

Petitioner is in negotiations with Innovative Housing Solutions, LLC (“Innovative”) to construct the vertical construction of the 385 affordable housing units. Attached to this letter as Exhibit E is a letter report from Innovative commenting on the status of the project. Innovative is a locally based construction company that specializes in developing and constructing residential facilities, similar to the affordable housing units that are planned to be developed on the Property. In connection with its due diligence, Innovative has reviewed the critical path schedule prepared by SSFM and Goodfellow, and believes that it has the resources to construct the affordable housing units, and that it further would be able to complete construction of the affordable housing units by November 2010, the deadline established by the Commission. The planning and design work for the affordable housing can be commenced in or about September, 2007, and construction can run concurrently with the grading and excavation work. Therefore, onsite vertical construction of the affordable housing units can begin in or about September, 2008 and could be completed in or about 18 months later, or March, 2010. Certificates of Occupancy for affordable housing units cannot be issued until potable water, electricity and the waste water system become available to the site.

E. Water Infrastructure Is Scheduled To Be Provided To The Site Before November 2010

On September 26, 2006, Petitioner and the Water Board of the County of Hawaii executed a Water Development Agreement with regards to the allocation of offsite water improvements (the “Water Agreement”). (A copy of this agreement has previously been provided to the Commission). As a requirement of the Water Agreement, on June 14, 2007,

Petitioner has completed and submitted to the County Department of Water Supply ("DWS") hydraulic analyses to determine all the improvements necessary to be able to deliver water from the new wells in Ouli throughout DWS's system in the South Kohala coastal area. Results of the analyses establish that water put into the system by new wells in the Ouli corridor will enable the project to be supplied by drawing water from DWS's infrastructure in the Lalamilo corridor. Attached hereto as Exhibit F is a letter report from Tom Nance as to the status of the water infrastructure development.

Based on the recommendations of Tom Nance, Petitioner is further in negotiations with Hale Wailani Partners to finalize an agreement for the location of the new well sites. Once this is completed, the drilling contractor, Water Resources International, can be authorized to begin drilling the new wells. See Exhibit F.

Petitioner has also obtained well construction permits for two brackish irrigation wells to be developed at the northern end of the property. Beylik Drilling and Pump Service ("Beylik Drilling") has been contracted to drill, case, and pump test these wells. The several mile long access road to these sites is currently being constructed. When this road is completed, Beylik Drilling will be able to mobilize to begin drilling the first well. Id.

According to Mr. Nance, although it would require an accelerated schedule, all of the "water system improvements" necessary to develop the project could be completed and turned over to DWS within two years and nine months, or by April 2010. Id.

F. Petitioner Has Been Developing Community Support For The Project

Since the start of the year, Petitioner has engaged in numerous community discussions regarding the project. Attached hereto as Exhibit G is a status report from Sidney Fuke, Petitioner's agent regarding government and community relations.

In January, at the request of Pete Hoffman, the Chairman of the Hawaii County Council and Hawaii County Housing Agency, Mr. Fuke participated in a community meeting to discuss how developers, particularly Petitioner, could partner with the community and County in providing needed infrastructure for West Hawaii. See Exhibit G. Inasmuch as the County rezoning ordinance has infrastructure fair share assessment requirements for projects such as Petitioner's, the thought was to utilize these funds to "jump start" or accelerate certain needed improvements. These funds are due only if the project proceeds, and are required to be paid over time and not upfront. Petitioner has proposed that it was willing to develop a program to have these funds advanced instead of waiting to pay them when they became legally due. This concept was well received by the community. Id.

In addition, Mr. Fuke and other consultants for Petitioner have participated in a number of meetings with Waikoloa Village Association and the broader community to help identify these infrastructure needs. To date, the priorities have been the construction of a community center in Waikoloa and a new connector road that extends from the Queen Ka'ahumanu Highway through Petitioner's property to Waikoloa Village.

With respect to the construction of the connector road, Petitioner has also been working with Chairman Hoffman to enable construction of the roadway by Petitioner through the use of the Community Facilities District ("CFD") funding. This concept enables a developer – in this case, Petitioner – to construct public benefit facilities and/or infrastructure within or outside of the project's boundaries. These improvements would be funded in whole or in part by the proceeds of bonds advanced by the County. Repayment of these bonds would be accomplished by levying a special tax upon all of, and only, those properties within the CFD. Although the affordable housing units will benefit from the connector road, the affordable housing units will

not be within the district and therefore will not be saddled with any special tax repayment obligations. Id.

The CFD process has been initiated and the County Council has approved a resolution authorizing the start of this process. On May 11, 2007, Mr. Fuke participated in a community workshop on the CFD and its applicability to Petitioner's project. It is anticipated that a proposed ordinance creating this district will be entertained by the County Council within the next few months, with final action coming before the end of the year. Id.

G. Petitioner Has Spent Approximately \$1.9 Million in Development Costs Since January 2007

Since the start of the year, Bridge has expended approximately \$1,877,000 on development costs for the project. Attached as Exhibit H is an expenditure report from Hoolae Paoa, the CEO of Petitioner. These costs include: \$800,000.00 for the preparation, plans, designs and reports necessary to prepare and submit the NPDES Permit and Grading Permits necessary to begin mass grading and excavation work; (2) \$399,218.00 for the construction costs to run electrical power from the substation to the property; (3) \$22,000.00 for preparation of Master Plan documents; (4) \$100,000.00 for preliminary construction work performed under a grubbing permit; (5) \$18,500.00 for installation of the potable and non-potable pumps; and (6) an additional \$536,000.00 for additional costs, including County expenses for CFD, legal and other consultants. See Exhibit H.

Petitioner has further reviewed the critical path schedule prepared by SSFM and Goodfellow, and has discussed the costs of the work with its consultants. Petitioner has the financial resources to fund the development based on this schedule, and is prepared to fund the construction. Id.

H. Work Is Planned For The Next Several Months

Petitioner plans to accelerate the work on the Project during the next several months as the necessary permits are obtained and agreements are finalized.

The NPDES Permit is expected to be approved in September 2007, roughly two months away. Id. When the NPDES Permit is obtained, Petitioner has scheduled to commence the mass grading and excavation work, and Goodfellow is prepared to commence work. See Exhibits D & H. Once the NPDES Permit is approved, significant work can commence on the project. SSFM is currently preparing a traffic signal warrant study for the South Intersection with the Queen Ka'ahumanu Highway, a traffic impact assessment report ("TIAR") which takes into account the traffic that will come from Hulu Street through the new mauka-makai connector road planned for development, and is in the final stages of an agreement with Petitioner for the preparation of final construction documents for the interior roads, utilities, related golf course work, and the North Intersection with Queen Ka'ahumanu Highway. See Exhibit A.

With respect to water development, significant developments are expected within the next several months. As stated above, Petitioner is finalizing an agreement with Hale Wailani Partners for the new potable well sites. See Exhibit E. Once this is completed, the drilling contractor can commence drilling the new wells. Id. Petitioner has further obtained well construction permits for two brackish irrigation wells to be developed at the northern end of the Property. Id. Beylik Drilling has been contracted to drill, case, and pump test these wells. Id. The several mile long access road to these sites is being constructed, and when this road is completed, Beylik Drilling will be able to mobilize to begin drilling the first well. Id.

Petitioner has allocated the necessary funds for development of the project. See Exhibit H. Within just the next thirty days, Petitioner anticipates spending an additional

\$1,400,000.00 on ground improvements alone. Id. These expenditures include work on the utilities corridor, potable and non-potable wells and other construction costs. Id. Petitioner understands the magnitude of the expense involved in developing this project, and is prepared to spend the money that is required. Id.

II. PETITIONER'S RESPONSE TO SPECIFIC CONDITIONS

Condition 1:

Condition No. 1 of the Amended Order provides:

1. Petitioner shall provide housing opportunities for low, low moderate, and moderate income residents of the State of Hawaii by offering for sale at least twenty percent (20%) of the Project's residential units at prices determined to be affordable by the County of Hawaii Office of Housing and Community Development, provided, however, in no event shall the gross number of affordable housing units within the Petition Area be less than 385 units. The affordable housing units shall meet or exceed all applicable County of Hawaii affordable housing standards, and shall be completed in substantial compliance with the representations made to the Commission.

1b. Petitioner shall obtain, and provide copies to the Commission, the certificates of occupancy for all of the Project's affordable housing units within five (5) years of November 17, 2005.

1c. Petitioner shall submit to the Commission the Petitioner's signed joint venture agreement and a mass grading contract within a reasonable amount of time, not to exceed one (1) year from November 17, 2005.

Progress Report:

Petitioner has and will continue to comply with the condition as amended. As stated above, Petitioner is proceeding with its efforts to develop and complete the affordable housing units by November 17, 2010. Petitioner has submitted an NPDES Permit to commence mass grading and excavation work, and has prepared a critical path schedule outlining Phase I of the development. Based on the facts currently known, Petitioner will be able to comply with this condition.

Condition 2 :

Condition 2 of the Order provides:

Petitioner shall develop, at its expense and in coordination with the State Department of Land and Natural Resource and the County of Hawaii Department of Water Supply, the necessary water source, storage, and transmission facilities to provide an adequate supply of potable water to the Property. Petitioner shall develop the necessary water source prior to development of the Property.

Progress Report:

The Petitioner will comply. Petitioner is in the process of developing the necessary water sources, storage, and transmission facilities to provide an adequate supply of potable water to the property. On September 26, 2006, Petitioner and the Water Board of the County of Hawaii executed the Water Development Agreement with regards to the allocation of offsite water improvements (the "Water Agreement"). This agreement requires that Petitioner complete and submit hydraulic analyses to the DWS to determine all the improvements necessary to be able to deliver water from the new wells in Ouli throughout DWS's system in the South Kohala coastal area. See Exhibit F. Petitioner submitted the required analyses to DWS on June 14, 2007. Results of the analyses establish that water put into the DWS system by new wells in the Ouli corridor will be sufficient to enable DWS to supply the Project from its infrastructure in the Lalmilo corridor. Id.

The Water Agreement further calls for the development of three wells in Ouli initially to consist of the outfitting of the existing "Signal" well and development and outfitting of two new wells. Petitioner is in negotiations with Hale Wailani Partners to finalize an agreement for the location of the new well sites. Once this is completed, the drilling contractor, Water Resources International, can be authorized to begin drilling the new wells. Id.

Petitioner has also obtained well construction permits for two brackish irrigation

wells to be developed at the northern end of the property and has contracted with Beylik Drilling to drill, case, and pump test these wells. The several mile long access road to these sites is currently being constructed, and the drilling work will commence when the access road is completed.

Condition 3:

Condition 3 of the Order provides:

Petitioner shall ensure that a buffer area along the boundary of the Property fronting the Queen Ka'ahumanu Highway right-of-way will be preserved to protect natural open space and scenic views. This buffer area shall be preserved in perpetuity either through the establishment of a conservation easement pursuant to Chapter 198, HRS, as amended, or such other means as shall be reviewed and approved by the Office of State Planning of the State of Hawaii.

The buffer area shall be comprised of approximately two hundred twenty-five (225) acres and shall extend inland from the Queen Ka'ahumanu Highway right-of-way to a depth of approximately one thousand two hundred (1,200) feet. The depth of the buffer area may meander to a lesser or greater depth to accommodate the Project's development plan and preservation of natural open space and scenic views. Exceptions shall be made for infrastructure improvements or corridors that may be necessary to service the developed portions of the Property. The approximate boundaries of the natural open space buffer area are consistent with the 1,060 acre petition sub-area at the project site.

Progress Report:

The Petitioner will comply. The master plan shows where the spine road will cross the buffer from Queen Ka'ahumanu Highway. It also shows where the easement for the connector road to mauka property developments has been placed.

Condition 4:

Condition 4 of the Order provides:

Petitioner shall participate in the funding and construction of present and future transportation improvements at project access points as identified and

deemed necessary by the State Department of Transportation. Such improvements may include a highway overpass or underpass. Petitioner shall also participate in the funding and construction of other on-site and off-site transportation improvements necessitated by the proposed development and in designs and schedules accepted by and coordinated with the State Department of Transportation, provided that the extent of the petitioner's participation shall not exceed its share of the increased community traffic impacts in the region and provided further that, in the event the County adopts an impact fee for transportation improvements, the foregoing requirements shall not include or double-count the cost of any specific traffic improvements which may also be included in the County's impact fee computation.

Progress Report:

The Petitioner will comply. Petitioner's primary access intersection to the Queen Ka'ahumanu highway has been designed. It has been reviewed by the Department of Transportation ("DOT") and the DOT has provided its initial comments. Petitioner has provided all initial responses to the DOT, with the exception of traffic signal warrant study, which is in progress.

Petitioner, in conjunction with the County of Hawaii, have also completed the construction of a connector road to Waikoloa Village which serves as an emergency ingress and egress route.

Condition 5:

Condition 5 of the Order provides:

Petitioner shall design, locate and construct a sewage treatment plant as may be required by the County of Hawaii and the State Department of Health so as to minimize adverse impacts on adjoining properties.

Progress Report:

The Petitioner will comply. The Petitioner intends to recycle waste water by treating it to an R-1 standard allowing the water to be used for irrigation. Petitioner has commenced design of the sewer treatment plant.

Condition 6:

Condition 6 of the Order provides:

Petitioner shall immediately stop work on the impact area and contact the State Historic Preservation Office should any archaeological resources such as artifacts, shell, bone, or charcoal deposits, human burial, rock or coral alignments, paving or walls be encountered during the Project's development.

Progress Report:

The Petitioner will comply. All archeological surveys of the property have been performed and accepted by the Department of Land and Natural Resources Historic Preservation Division.

Condition 7:

Condition 7 of the Order provides:

Petitioner shall provide a maximum of sixteen (16) acres within the Property for public school site(s), as the State Department of Education may determine to be necessary to service the Property, at no cost to the State of Hawaii. These school site(s) shall be provided if there is a need for such site(s), in location(s) designated for community facilities on Petitioner's master plan, or in location(s) as may be mutually agreeable to the Petitioner and the State Department of Education.

Progress Report:

Discussions have been held with the Department of Education. The Petitioner will set aside the required land. Petitioner has offered 32 acres.

Condition 8:

Condition 8 of the Order provides:

Prior to the development or transfer or any interest whatsoever in and to the project, Petitioner shall enter into an agreement with the Office of State Planning on the community benefit assessment program and shall file such agreement with the Commission within thirty (30) days of the execution of the agreement.

Progress Report:

Puako Hawaii Properties, Petitioner's predecessor in interest, reached an agreement with the Office of State Planning on a community benefit assessment program. On September 29, 1993 the Commission issued as Order Granting Motion for Declaration of Satisfaction of Condition Number 8 of the Modified Decision and Order dated July 8, 1991.

Petitioner has contacted the Office of State Planning and commenced discussions on modifications to that Community Benefit assessment program. The Department of Human Services Housing and Community Development Corporation of Hawaii has written a letter of support for modifying the community benefit agreement to give the County of Hawaii control of the affordable housing component.

Condition 9:

Condition 9 of the Order provides:

Petitioner shall comply with "the Eight (8) Conditions Applicable to This Golf Course Development", prepared by the State Department of Health dated April 1990 (version 3).

Progress Report:

Petitioner will comply with the conditions as required by the State Department of Health related to golf course development.

Condition 10:

Condition 10 of the Order provides:

Petitioner shall engage the services of a qualified golf course manager to oversee the irrigation of the golf course and application of fertilizers and pesticides to the golf course and who shall be certified by the State Department of Agriculture in the application of fertilizers and pesticides.

Progress Report:

The Petitioner will comply.

Condition 11:

Condition 11 of the Order provides:

Petitioner shall make available adequate golf tee times no less than 40 percent of the total daily golf tee times at affordable rates for public play by Hawaii State residents. This condition may be fully satisfied by providing public play on 18-hole golf course(s) developed by Petitioner within and/or outside the Petition area.

Progress Report:

The Petitioner will comply.

Condition 12:

Condition 12 of the Order provides:

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

Progress Report:

This report is being submitted in compliance with this condition. This report is further being submitted pursuant to the motion passed on January 4, 2007, requesting a combined annual report and status report as to the development.

Condition 13:

Condition 13 of the Order provides:

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 classifications, or change to a more appropriate classification.

Progress Report:

The Petitioner will comply.

Condition 14:

Condition 14 of the Order provides:

Petitioner shall give notice to the Land Use Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Property covered in the petition, prior to development of the Property.

Progress Report:

The Petitioner will comply. On November 16, 2006, Petitioner entered into a joint venture agreement with Bridge Capital, Inc., which was intended to be an interim agreement. Under this Agreement, Bridge Capital, Inc. committed to provide the capital and development expertise and personnel for the project. While Petitioner is still interested in finding another qualified development partner for the project, at this time, Petitioner is moving forward with the project using funds provided by Bridge Capital, Inc.

Condition 15:

Condition 15 of the Order provides:

The commission may fully or partially release these conditions as to all or any portion of the Property upon timely, and upon the provision of adequate assurance of satisfaction of these conditions by the Petitioner.

Progress Report:

This condition is understood by the Petitioner.

III. CONCLUSION AND RECOMMENDATIONS REGARDING HEARING ON STATUS OF PROJECT

In brief, Petitioner is moving forward with this project and has complied with the conditions set forth by the Commission relating to this development. With respect to the affordable housing requirements provided in Condition 1, Petitioner understands that the Commission is concerned about providing affordable housing to the community in a timely

manner, and the importance of this condition. Petitioner is moving forward with the development, and intends to comply with the Commission's directives regarding the timeline for the construction and delivery of the affordable housing units.

Petitioner further understands that the Commission is interested in the progress of this development and has requested this report on the status of the project. As stated above, there are significant developments that are intended to be achieved within the next several months. These include further work regarding the development of the water infrastructure, including construction work on the potable and non-potable wells. Furthermore, it is anticipated that the NPDES Permit will be approved in September 2007. Once this permit is approved, Goodfellow will be permitted to commence construction on the mass grading and excavation work as set forth in the critical path schedule.

Based on these factors, Petitioner respectfully submits that it would be appropriate to schedule any further hearing on this matter at the end of the first quarter 2008. This will provide the Commission with a more accurate picture as to the progress of the project.

DATED: Honolulu, Hawaii, July 9, 2007.



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22 June 2007

SSFM 2005_141.001

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RECEIVED
JUL 09 2007
STATE OF HAWAII
LAND USE COMMISSION

Dear Mr. Carroll:

Subject: The Villages of Aina Le'a
TMK: 6-8-01:25, 36, 37, 38, 39, 40

As you requested via telephone on 19 June 2007, we have prepared this letter-report that summarizes the progress to date of our professional services for the subject project.

On 7 December 2006, SSFM International, Inc. (SSFM) entered into an Agreement with Bridge Aina Le'a LLC (Client) to provide professional services for the preparation of a Master Drainage Study, design and engineering for mass grading construction documents, and preparation of an application for a master NPDES permit. To date, SSFM has completed the following deliverables in accordance with the requirements of said Agreement:

Engineering Services

1. Completed the following work which was required in order to complete the Master Drainage Report, the Master Grading Permit Drawings, and the NPDES Permit Application:
2. Coordinated the conceptual site layout revisions with the Client and with PBR Hawaii.
3. Modeled the entire project site in our 3D civil engineering application to facilitate visualization, civil engineering designs, preparation of drawings, and development of mass grading quantities.
4. Completed conceptual layout and sizing of the utility infrastructure on the project site.
5. Completed conceptual designs of the road alignments and cross sections.
6. Completed a Master Drainage Study for the project site.
7. Scheduled and held coordination meetings with the Department of Public Works - Engineering Division, Department of Water Supply, DOH Clean Water Branch, DOT Highways Division, Hawaii District, State DLNR Historic Preservation.

EXHIBIT A



22 June 2007

Master Drainage Report:

1. Submitted on 8 June 2007 to the County of Hawaii, Department of Public Works, Engineering Division.

Master Grading Permit Drawings:

1. Submitted on 8 June 2007 to the County of Hawaii, Department of Public Works.

NPDES Permit Form C Application:

1. Submitted on 8 June 2007 to the Department of Health, Clean Water Branch together with a check for the NPDES permit processing fee.
2. Submitted on 8 June 2007 to the Department of Land and Natural Resources, State Historic Preservation together with one (1) set of the Master Grading Permit drawings.

Construction Schedule

1. Together with Goodfellow Brothers, Inc., SSFM prepared a construction schedule for the project with an anticipated start of construction on 17 September 2007. (NOTE: Based on best information available, that is the date when the mass grading permits will be obtained.)
2. A copy of the project schedule finalized by Goodfellow Brothers is attached as Exhibit "A."
3. Based on all of the information currently available, SSFM will be able to complete the engineering services shown on the schedule and by the dates indicated.

Current work activities by SSFM include the following:

Agency Coordination

1. Coordination with the County of Hawaii, Department of Public Works for the mass grading permit is ongoing.
2. Coordination with the Department of Health for the NPDES permit is ongoing.

Engineering Services

1. SSFM is currently preparing a traffic signal warrant study for the South Intersection with the Queen Kaahumanu Highway.
2. We are also currently preparing a traffic impact assessment report (TIAR) which takes into account the traffic that will come from Hulu Street through the new mauka-makai connector road planned for development.
3. SSFM is in the final stages of an agreement with Bridge Aina Le'a LLC for the preparation of the final construction documents for the interior roads, utilities, related



Mr. Michael C. Carroll, Associate
Bays, Deaver, Lung, Rose & Holma
Page 3

22 June 2007

golf course work, and the North Intersection with Queen Kaahumanu Highway. (NOTE:
Anticipated start of this work is 29 June 2007.)

If you have any questions, please do not hesitate to contact me.

With warmest regards,

SSFM INTERNATIONAL, INC.

A handwritten signature in black ink, reading "Michael P. Matsumoto". The signature is fluid and cursive.

Michael P. Matsumoto, P.E., FACEC

President/CEO

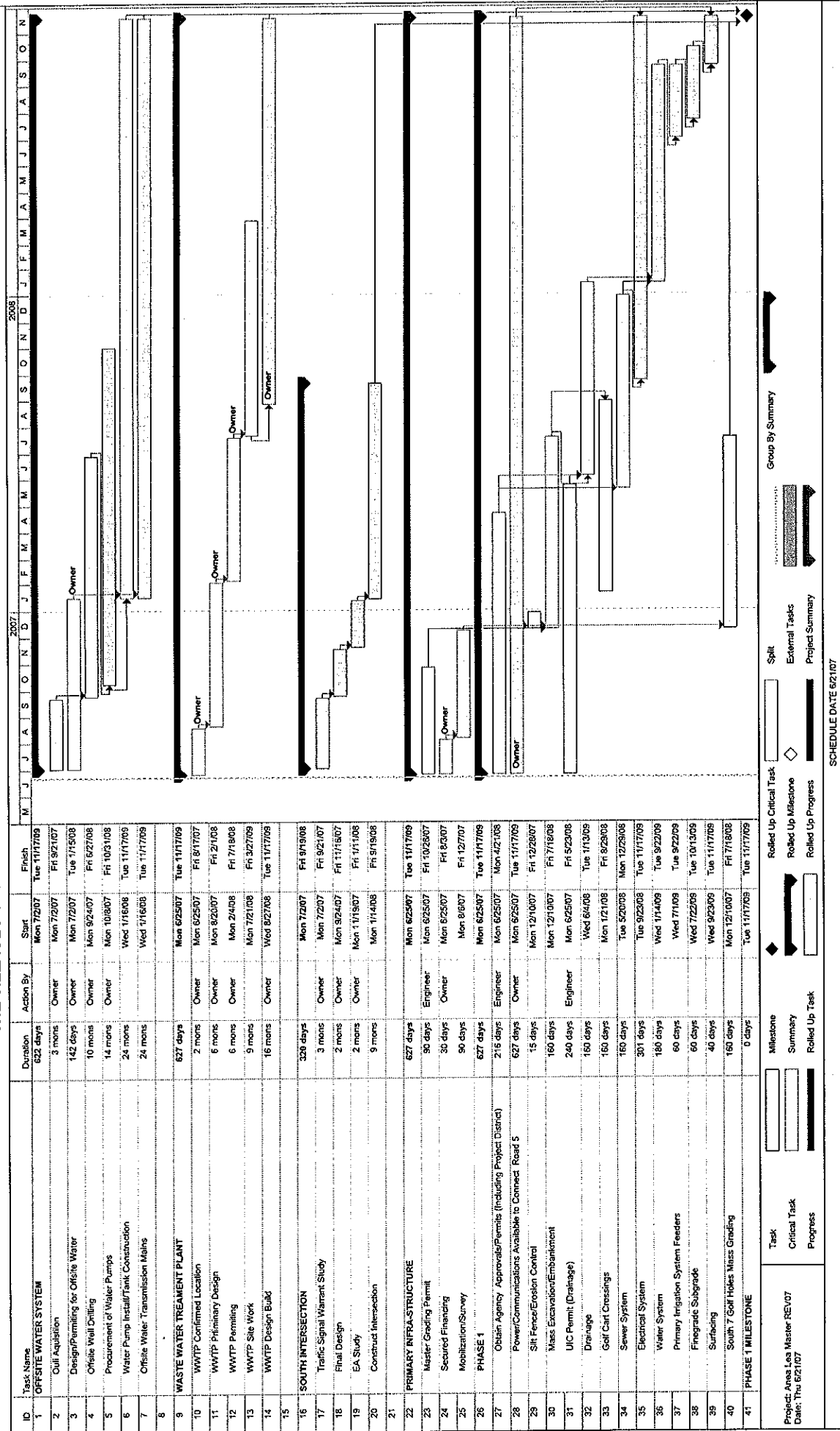
Email: mmatsumoto@ssfm.com

cc: Mr. Hoolae Paoa
Mr. Jim Baldwin
Ms. Rowena Relado

Attachment: - Exhibit "A" - Schedule Date 6/21/07

EXHIBIT "A"

THE VILLAGES OF AINA LEA PRELIMINARY PHASE 1 DEVELOPEMENT SCHEDULE





SSFM INTERNATIONAL, INC.
501 Sumner Street, Suite 620
Honolulu, Hawaii 96817
Phone: (808) 531-1308
Fax: (808) 521-7348

Project Managers, Planners, & Engineers
American Council of Engineering Companies, Member

7 December 2006

Contract 2005_141.000

CLIENT: Bridge Aina Le'a LLC
P.O. Box 7777
Frederiksted, VI 00841
Via Email: hpaoa@aol.com

Attention: Mr. Hoolae Paoa, Chief Executive Officer

SUBJECT: Master Drainage Plan & Report, Mass Grading Permit and NPDES Permit Processing
Aina Le'a Development
Waikoloa, Hawaii

RECEIVED
JUL 09 2007

STATE OF HAWAII
LAND USE COMMISSION

- REFERENCES: R1. Aina Le'a Masterplan - December 6, 2003 prepared for Bridge Aina Le'a LLC by Architects Hawaii Ltd.
- R2. Aina Le'a Main Infrastructure Master Schedule prepared by Goodfellow Brothers, Inc. attached herewith as Exhibit "C".
- R3. Aina Le'a Parcel Schedule prepared by Goodfellow Brothers, Inc. attached herewith as Exhibit "D".

AGREEMENT FOR PROFESSIONAL SERVICES

We are pleased to submit the following agreement between **Bridge Aina Le'a LLC** (hereinafter referred to as CLIENT) and **SSFM INTERNATIONAL, INC.** (hereinafter referred to as SSFM) to provide **ENGINEERING SERVICES** for this project.

ATTACHMENTS

This AGREEMENT together with the following attachments constitutes the entire agreement between the parties herein:

1. EXHIBIT "A": Description of Work
 - a. Physical Limits of Owner's Improvements
 - b. Basic Scope of Work
 - c. Work Not Included
 - d. Information Required From Client
2. EXHIBIT "B": Terms and Conditions (dated 7 December 2006)
3. EXHIBIT "C": Aina Le'a Main Infrastructure Master Schedule prepared by Goodfellow Brothers, Inc. and attached for reference only.
4. EXHIBIT "D": Aina Le'a Parcel Schedule prepared by Goodfellow Brothers, Inc. and attached for reference only.

GENERAL DESCRIPTION OF THE PROJECT

It is SSFM's understanding that the CLIENT has retained SSFM to provide professional engineering services for the Aina Le'a Development project described in REFERENCE R1, R2 AND R3. The project site is described in REFERENCE R1 is a 3,000 acre property in Waikoloa in South Kohala on the island of Hawai'i and located east of the Queen Ka'ahumanu Highway and is surrounded by vacant lands owned by Tri-Kohala Development to the north, Waikoloa Village Association to the east, and Waikoloa Land and Cattle Co. to the south.

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EXHIBIT B



7 December 2006

Contract 2005_141.000

SERVICES TO BE PROVIDED

The services to be provided by SSFM are for the engineering for the construction of the Main Infrastructure described in REFERENCE R2 and construction of the parcels described in REFERENCE R3.

SSFM's services shall be limited to professional engineering services for the Master Drainage Plan & Report, Mass Grading Drawings for County of Hawaii Mass Grading Permit and preparation of and oversight to completion of the application for the State Department of Health Individual NPDES Permit.

CHARGES FOR PROFESSIONAL SERVICES

For the services to be provided described hereinbefore, compensation for SSFM's services shall be paid in increments as shown in the table below and including the State of Hawaii General Excise Tax:

Mobilization Fee Upon Execution of This Agreement	\$ 200,000.00	
Month #1, Lump Sum Fee	\$ 100,000.00	
Month #2, Lump Sum Fee	\$ 100,000.00	
Month #3, Lump Sum Fee	\$ 100,000.00	
Month #4, Lump Sum Fee	\$ 100,000.00	
Month #5, Lump Sum Fee	\$ 100,000.00	
Month #6, Lump Sum Fee	\$ 100,000.00	
Month #7, Lump Sum Fee	\$ 100,000.00	
Month #8, Lump Sum Fee	\$ 147,120.00	Includes the State of Hawaii General Excise Tax for all fees

SPECIAL NOTES:

1. Reimbursable expenses are not included in the lump sum fee, and are covered in the Terms and Conditions.)
2. SSFM will submit an invoice for services provided under this Agreement on a monthly basis.

Thank you very much for this opportunity to serve as ENGINEER for this PROJECT.

SSFM INTERNATIONAL, INC.

Hugh Y. Ono, P.E.
Vice President
Email: hono@ssfm.com

Reviewed and Approved By:

Michael P. Matsumoto, P.E., FACEC
President/CEO
Email: mmatsumoto@ssfm.com




Bridge Aina Le'a LLC
Page 3

7 December 2006

Contract 2005_141.000

Enclosures: Extra Copy
Exhibit "A" - Description of Work
Exhibit "B" - Terms & Conditions (dated 7 December 2006)
Exhibit "C" - Aina Le'a Main Infrastructure Master Schedule prepared by Goodfellow Brothers, Inc.
EXHIBIT "D" - Aina Le'a Parcel Schedule prepared by Goodfellow Brothers, Inc.

Accepted for Bridge Aina Le'a LLC by:


Signature
Hooke Tao, CEO
print name/title

12/7/06
Date

FACSIMILE (FAX) SIGNATURES: Fax executed copies of this Agreement shall be fully binding and effective for all purposes whether or not originally executed documents are transmitted to SSFM International, Inc. Fax signatures on this document will be treated the same as original signatures, however, CLIENT agrees to promptly forward original executed documents to SSFM International, Inc.

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7 December 2006

EXHIBIT "A" - DESCRIPTION OF WORK

PHYSICAL LIMITS OF OWNER'S IMPROVEMENTS

1. Our engineering services as outlined under "Basic Scope of Work" will be limited to the following physical limits:

The project site is described as a 3,000 acre property in Waikoloa in South Kohala on the island of Hawai'i and located east of the Queen Ka'ahumanu Highway and is surrounded by vacant lands owned by Tri-Kohala Development to the north, Waikoloa Village Association to the east, and Waikoloa Land and Cattle Co. to the south (TMKs: 6-8-01: 25, 36, 37, 38, 39, and 40). The services to be provided by SSFM are limited to the engineering services for the construction of the Main Infrastructure and construction of the parcels.

2. Estimated Construction Budget (Proposed Improvements): \$250 million

BASIC SCOPE OF WORK

- A. Design Team Management Services under this Agreement.

1. Develop and prepare design documents for SSFM's portion of the work on this project.
2. Develop and prepare the technology guidelines for SSFM's portion of the work on this project.
3. Participate in the planning and design development for the project.
4. Manage the SSFM Project Teams and subconsultants.

- B. Civil Engineering, and Surveying: The following table lists the professional services to be included in SSFM's scope of work under this Agreement:

PROFESSIONAL SERVICES INCLUDED IN SSFM's SCOPE OF WORK	NOTES
CONSTRUCTION PERMITS	
NDPES Permit	<u>Included</u> - Processing only
Grading Permit	<u>Included</u> - Processing only
North Intersection State DOT Permit	<u>Not Included</u>
Roads, Electrical, Telephone, and CATV Permits	<u>Not Included</u>
Water System Permit	<u>Not Included</u>
UIC Permits	<u>Not Included</u>
Waste Water Treatment Plan Permit	<u>Not Included</u>
INTERSECTION IMPROVEMENTS	
Queen Kaahumanu Highway North Intersection Road "A Extension" (including signalization, if required)	<u>Not Included</u>
Traffic Study for North Intersection	<u>Not Included</u>
Queen Kaahumanu Highway South Intersection Road "A."	<u>Not Included</u>

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Bridge Aina Le'a LLC
Aina Le'a Development
2005_141.000

Page A-2

7 December 2006

PROFESSIONAL SERVICES INCLUDED IN SSFM's SCOPE OF WORK	NOTES
GOLF COURSES	
Mass Grading	<u>Included</u>
Erosion Control	<u>Included</u>
Drainage System (Including Water Features and Detention Ponds)	<u>Included</u>
Cart Paths (portion)	<u>Not Included</u>
Irrigation System and Pumps (portion)	<u>Not Included</u>
Access Roads and Internal Service Roads (portion)	<u>Not Included</u>
ROADWAYS	
Mass Grading	<u>Included</u>
Sewer Collection System	<u>Not Included</u>
Electrical, Telephone, and CATV System	<u>Not Included</u>
Water Distribution System	<u>Not Included</u>
Brackish Water Distribution System	<u>Not Included</u>
Roadway Surface, Curbs, Gutters, Sidewalks	<u>Not Included</u>
Reclaimed R1 Water Distribution System	<u>Not Included</u>
DRAINAGE MASTER PLAN	
Hydrologic Analysis for Up to 12 Watersheds	<u>Included</u>
Flows For 10-Year, A 50-Year And A 100-Year Storms At Proposed Crossing Locations And Basins.	<u>Included</u>
Hydraulic Analysis For Up To Seven (7) Streams	<u>Included</u>
Hydraulic Design, In Conformance With County Requirements	<u>Not Included</u>
Stormwater Detention Analysis For Up To Five (5) Detention Basins	<u>Not Included</u>
Culverts	<u>Not Included</u>
WATER DISTRIBUTION SYSTEM DESIGN	
Design of Potable and Brackish Water Distribution System	<u>Not Included</u>
Water Tank Designs for 0.2, 0.3, and 1.0 MG Sizes	<u>Not Included</u>
Distribution Design of Reclaimed R1 Water Distribution System	<u>Not Included</u>
WASTEWATER FACILITIES	
Siting Report	<u>Not Included</u>
Wastewater Collection Lines (stub outs at parcel boundary at locations shown in Master Plan)	<u>Not Included</u>
Wastewater Force Main	<u>Not Included</u>

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Bridge Aina Le'a LLC
Aina Le'a Development
2005_141.000

Page A-3

7 December 2006

PROFESSIONAL SERVICES INCLUDED IN SSFM's SCOPE OF WORK	NOTES
One Wastewater Pump Station	<u>Not Included</u>
Wastewater Effluent To Golf Courses	<u>Not Included</u>
LANDSCAPE ARCHITECTURAL SERVICES	
Landscaping and Irrigation System Design Along Roadways	<u>Not Included</u>
Irrigation System Design to Accommodate Brackish Water and Future R1 Water	<u>Not Included</u>
Design of One (1) Major Entry Feature	<u>Not Included</u>
Design of One (1) Minor Entry Feature	<u>Not Included</u>
PARCEL DESIGN	
Mass Grading Design of Parcels	<u>Included</u>
Domestic Water and Fire Protection Service for Parcels (stub outs at parcel boundary at locations shown in Master Plan)	<u>Not Included</u>
Domestic Wastewater Collection System for Parcels (stub outs at parcel boundary at locations shown in Master Plan)	<u>Not Included</u>
Drainage Collection System	<u>Not Included</u>
Electrical, Telephone and CATV for Parcels (stub outs at parcel boundary at locations shown in Master Plan)	<u>Not Included</u>
FEATURES AND WALLS	
Retaining Walls	<u>Not Included</u>
Engineering Support for One (1) Major Entry Features	<u>Not Included</u>
Engineering Support for One (1) Minor Entry Features	<u>Not Included</u>
ELECTRICAL ENGINEERING SERVICES	
Roadway "A"	<u>Not Included</u>
Roadway "A" EXT	<u>Not Included</u>
Roadway "B"	<u>Not Included</u>
Roadway "C"	<u>Not Included</u>
Roadway "C-1"	<u>Not Included</u>
Roadway "C-2"	<u>Not Included</u>
Roadway "D"	<u>Not Included</u>
Roadway "E"	<u>Not Included</u>
Roadway "E-1"	<u>Not Included</u>
Roadway "F"	<u>Not Included</u>

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7 December 2006

PROFESSIONAL SERVICES INCLUDED IN SSFM's SCOPE OF WORK	NOTES
Roadway "F-1"	<u>Not Included</u>
Electrical Design for Queen Kaahumanu Highway North Intersection Road "A" Extension	<u>Not Included</u>
Electrical Design of Power Supply for Irrigation Systems (portion)	<u>Not Included</u>
Electrical Distribution For Golf Courses/Clubhouse/Comfort Station (stub outs at parcel boundary at locations shown in Master Plan) (portion)	<u>Not Included</u>
Electrical Distribution - Waste Water/Reservoirs/Wells (portion)	<u>Not Included</u>
Electrical Distribution - Commercial (stub outs at parcel boundary at locations shown in Master Plan) (portion)	<u>Not Included</u>
Electrical Distribution - Parcels (stub outs at parcel boundary at locations shown in Master Plan) (portion)	<u>Not Included</u>
SURVEYING SERVICES	
Confirm Owner Provided Topographic Survey	<u>Included</u>
Supplemental Topographic Survey	<u>Included</u>
Aerial Photogrammetry and Boundary Survey	<u>Included</u>
Subdivision File Mapping (In File Plan Format)	<u>Not Included</u>
MISCELLANEOUS	
Pedestrian/Bike Path System	<u>Not Included</u>

WORK NOT INCLUDED IN THIS AGREEMENT

In addition to the services described in paragraphs hereinbefore, the following work are also not included in this Agreement, however, SSFM can provide these services either through in-house staff or by subconsultants as additional services:

1. Offsite utilities and other infrastructure improvements.
2. Archaeological monitoring during construction.
3. Primary electrical substation for the project. (Design and construction would be provided by HELCO and subject to fees to be paid by the Owner directly to HELCO.)
4. Utility toning the project site is not included.
5. Golf course architecture, final shaping, bunkers, and landscape design.
6. Golf clubhouses, comfort stations and other buildings on golf course.

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Bridge Aina Le'a LLC
Aina Le'a Development
2005_141.000

Page A-5

7 December 2006

INFORMATION REQUIRED FROM CLIENT

1. Topographic survey, including verification of existing site conditions, utilities, and easements.
2. ALTA/ACSM Land Title Survey.
3. Materials testing.
4. Archaeological report
5. LUC Report and Conditions for the affordable housing portion of the project.
6. All government conditions and requirements related to the property that affect SSFM's work on the project.
7. An electronic copy of the Final Architectural, Planning, Golf Course, and Utility Master Plan.
8. Preliminary site layouts for individual residential and commercial parcels which are the responsibility of the Architect/Planner.

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7 December 2006

TERMS AND CONDITIONS

Section 1- General

1.1 General Obligations of the CLIENT and SSFM

1.1.1. SSFM shall perform those professional services as specified in the AGREEMENT and detailed herein. In providing services under this AGREEMENT, SSFM will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

1.1.2 SSFM may use information to be provided by the CLIENT, as specified in Exhibit A to the AGREEMENT, and is entitled to rely upon the accuracy and completeness thereof.

1.1.3 Access to Site: Unless otherwise agreed and as required, CLIENT will furnish right-of-entry on the land and into facilities for SSFM to carry out tasks consistent with the scope of work. SSFM will take reasonable precautions to minimize any damage from use of any equipment but have not included in the fee the cost for restoration of any damage which may result from project operations.

1.1.4 Notwithstanding any of the provisions in the AGREEMENT to the contrary, neither SSFM nor CLIENT shall have any responsibility, nor be liable to the other party, for damages or delays resulting from the presence of pollutants, gaseous emission, asbestos, hazardous or toxic substances, whether subsurface or otherwise, and/or from soil subsidence, present on the project prior to commencement of any work under this AGREEMENT, unless exposure to the pollutants, gaseous emissions, asbestos, or hazardous or toxic substances was caused by the negligence or willful misconduct of the party against whom relief is sought ("relieving party"). The relieving party will fully hold harmless and indemnify the relieved party from and against any and all claims or actions arising out of the prior presence of any such pollutants, gaseous omissions, asbestos, hazardous and/or toxic substances, whether subsurface or otherwise, and/or from soil subsidence.

Section 2 - Fees and Payments

2.1 Fees and Other Compensation

2.1.1 Fees for basic services, additional services, and compensation for reimbursable expenses are set forth in the AGREEMENT.

2.1.2 Additional Services: Services beyond the scope of work indicated in the AGREEMENT shall be either on a negotiated lump-sum basis or a cost-plus basis using billing rates in effect at the time these services are performed, plus 4.712% State General Excise Tax. However, before

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7 December 2006

any additional services are provided, SSFM must receive the CLIENT's written consent to these services.

2.1.3 Contract Change Order: For Additional Services, SSFM will provide CLIENT with a Contract Change Order document.

2.2 Payments on Account

2.2.1 Invoices for SSFM's services shall be submitted on a monthly basis. Invoices shall be payable when rendered.

2.2.2 Retainers, if applicable to this Project, shall be credited to the final invoice(s).

2.2.3 If payment is not received within 15 days of the receipt of SSFM's invoice, SSFM be entitled to suspend services as provided under Section 4.3.1.

2.3 Reimbursable Expenses

2.3.1 For this AGREEMENT, reimbursable expenses shall include air fare, off-island transportation, including car rental costs, lodging meals for a representative of SSFM to be on the Island of Hawaii, and for SSFM's Hawaii Island staff to meet with government agencies in Honolulu for approvals and permits.

2.3.2 Reimbursable expenses shall be billed at a multiple of 1.05 times the cost incurred plus State G.E. Tax.

Section 3 – Insurance and Indemnification

3.1 Insurance Requirements

SSFM shall procure and maintain for the term of this AGREEMENT (and for such additional periods as may be specified in Section 3.1), and at its sole expense (except as otherwise expressly provided herein), the following insurance coverages with insurance companies licensed to do business in the State of Hawaii and with an A. M. Best rating of AVII or better, which policies shall incorporate a provision requiring the giving of written notice to the CLIENT by certified mail at least thirty (30) calendar days prior to the cancellation or non-renewal of any such policies, and SSFM shall provide to the CLIENT valid certificates of insurance of such coverage within thirty (30) calendar of execution of this AGREEMENT. If CLIENT requires an increase in any of the coverages set forth below, CLIENT shall reimburse SSFM for the actual cost of additional premium charged to SSFM by its insurance carrier for the increased coverage amount:

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7 December 2006

3.1.1 Worker's Compensation:

As required by the laws of the State of Hawaii.

3.1.2 General Liability and Automobile Liability:

Comprehensive public liability insurance covering bodily injury and property damage including the hazards of: (a) premises and operations; (b) the CLIENT and SSFM's protective; (c) blanket contractual; (d) personal injury (employee and contractual exclusions deleted); (e) broad form property damage; (f) hired and non-owned automobiles at the following minimum limits:

General Liability

One Million Dollars (\$1,000,000.00) per claim

Two Million Dollars (\$2,000,000.00) in the aggregate

Automobile Liability

One Million Dollars (\$1,000,000.00) per claim and in the aggregate.

SSFM shall have its comprehensive general liability insurance company name the CLIENT as an "additional insured".

3.1.3 Professional Liability:

Covering damages by reason of any negligent act, error, or omission committed by SSFM or anyone for whom SSFM is legally liable, including coverage for liability assumed by this contract. Such insurance shall include the following minimum limits:

One Million Dollars (\$1,000,000.00) per claim

One Million Dollars (\$1,000,000.00) in the aggregate

3.2 Indemnification

3.2.1 SSFM agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees (collectively, CLIENT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by SSFM's negligent performance of professional services under this AGREEMENT or anyone for whom SSFM is legally liable. SSFM further agrees to indemnify and hold the CLIENT harmless from all claims, damages, and expenses (including but not limited to actual attorney's fees) based upon any claim of infringement of patents, copyrights, trade secrets, trademarks, or other third party rights, except to the extent such claim is attributable to specifications supplied by the CLIENT.

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7 December 2006

3.2.2 The CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless SSFM, its officers, directors, and employees (collectively, SSFM) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the CLIENT's negligent acts in connection with the Project and the acts of anyone for whom the CLIENT is legally liable. CLIENT further agrees to indemnify and hold SSFM harmless from all claims, damages, and expenses (including but not limited to actual attorney's fees) based upon any claim of infringement of patents, copyrights, trade secrets, trademarks, or other third party rights, except to the extent such claim is attributable to Instruments of Service prepared by SSFM.

3.2.3 The agreements contained in this section shall be in effect without regard to whether or not the CLIENT, SSFM or any other person otherwise maintains or fails to maintain insurance coverage for any such loss, costs, claims, damages or expenses.

Section 4 - Miscellaneous Provisions

4.1 Time Schedule

4.1.1 SSFM will use reasonable efforts to work with the governmental agencies involved in issuing the Grading Permit and NPDES Permit for the Project.

4.2 Construction Phase

4.2.1. Neither the professional activities of SSFM, nor the presence of SSFM or SSFM's employees and/or subconsultants at a construction site, shall relieve the General Contractor and any other entity of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequences, techniques, or procedures necessary for performing, superintending, or coordinating all portions of the work of construction in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. SSFM and SSFM's personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions. The CLIENT herewith agrees that the General Contractor is solely responsible for jobsite safety, and warrants this intent shall be made evident in the construction contract. The CLIENT also agrees that the CLIENT and SSFM shall be indemnified and shall be made additional insureds under the General Contractor's general liability insurance policy.

4.3 Approvals

4.3.1 The processing of plans to the various government agencies and utility companies for their review and approval is included in SSFM's basic scope of work.

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7 December 2006

4.4 Termination of Contract

4.4.1 If the CLIENT fails to make payments to SSFM in accordance with this AGREEMENT, such failure shall be considered substantial nonperformance and cause for termination or, at SSFM's option, cause for suspension of performance of services under this AGREEMENT. If SSFM elects to suspend services, prior to suspension of services, SSFM shall give seven days' written notice to the CLIENT. In the event of a suspension of services, SSFM shall have no liability to the CLIENT for delay or damage caused by the CLIENT because of such suspension of services. Before resuming services, SSFM shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of SSFM's services. SSFM's fees for the remaining services and the time schedules shall be equitably adjusted.

4.4.2 If the Project is suspended by the CLIENT for more than 30 consecutive days, SSFM shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, SSFM shall be compensated for expenses incurred in the interruption and resumption of SSFM's services. SSFM's fees for the remaining services and the time schedules shall be equitably adjusted.

4.4.3 If the Project is suspended or SSFM's services are suspended for more than 90 consecutive days, SSFM may terminate this AGREEMENT by giving not less than seven days' written notice.

4.4.4 This AGREEMENT may be terminated by either party upon not less than seven days' written notice should the other party fail substantially to perform in accordance with the terms of this AGREEMENT through no fault of the party initiating the termination.

4.4.5. This AGREEMENT may be terminated by the CLIENT upon not less than seven days' written notice to SSFM for the CLIENT's convenience and without cause.

4.4.6 In the event of termination not the fault of SSFM, SSFM shall be compensated for services performed prior to termination, together with Reimbursable Expenses, and any expenses directly attributable to the termination for which SSFM is not otherwise compensated.

4.4.7 In the event of termination of SSFM for cause, SSFM shall be compensated for the reasonable value of the services performed prior to the date of termination with respect to any undisputed portion of SSFM's services.

4.5 Ownership of Plans

4.5.1 It is acknowledged and agreed that the plans prepared by SSFM pursuant to this Agreement are instruments of professional service intended for the one-time use on this project only. The CLIENT agrees to hold harmless, indemnify and defend SSFM from and against any and all claims, liabilities, losses, damages, and costs, including but not limited to costs of

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7 December 2006

defense, arising from or in any way connected with the unauthorized reuse or modification of the plans by the CLIENT or any person or entity that acquires or obtains the plans from or through the CLIENT, without the written authorization of SSFM.

4.6 CAD Files

4.6.1 CAD files that are required to be submitted as part of SSFM's services shall be compatible with software and industry standards as commonly employed by other design and construction professionals within the locale of the project as of the date of executing this agreement.

4.7 Dispute Resolution

4.7.1 Any claim, dispute, difference or question between the CLIENT and SSFM arising out of, or relating to, the Agreement or a breach thereof, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings, except for enforcing statutory lien rights. The party seeking mediation shall present to the other party a written request for mediation that specifies the issues forming the basis for mediation. Within ten days following the presentation the parties shall meet and shall mutually agree upon a mediator from the Dispute Prevention & Resolution, Inc.'s panel of neutrals. Mediation shall be pursuant to Dispute Prevention & Resolution, Inc.'s applicable rules. Together with the mediator, the parties shall set the date, time and place for the mediation, which mediation shall take place no later than ninety (90) days following the selection of the mediator. The parties shall share equally in the mediator's fees and expenses, and in any filing fees. Any agreement reached as a result of mediation shall be enforceable, as a settlement agreement, by any court of competent jurisdiction in the Third Judicial Circuit of the State of Hawaii.

4.7.2 Claims, disputes or other matters between the parties that were not resolved by the mediation process shall be subject to a lawsuit to be filed in any court of competent jurisdiction in the Third Judicial Circuit of the State of Hawaii. The parties agree that the prevailing party in such a lawsuit shall be entitled to its reasonable attorneys' fees and costs incurred therein.

4.8 No Third Party Beneficiaries

4.8.1 Nothing contained in this AGREEMENT shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or SSFM. CLIENT and SSFM agree to require a similar provision in all contracts with subconsultants, vendors and other entities involved in the project to carry out the intent of this provision.

4.9 Contractor Submittal Review

4.9.1 SSFM shall review and approve or take other appropriate action on the Contractor submittals, such as shop drawings, product data, samples and other data, which the Contractor is

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7 December 2006

required to submit but only for the limited purpose of reviewing for conformance with the design concept and the information shown in the Construction Documents. This review shall not include review of the accuracy or completeness of details, such as quantities, dimensions, weights or gauges, fabrication processes, construction means or methods, coordination of the work with other trades or construction safety precautions, all of which are the sole responsibility of the Contractor.

4.10 Governing Laws

4.10.1 The AGREEMENT shall be governed by the laws of the State of Hawaii.

4.11 Confidential Information

4.11.1 In the course of performing services, the CLIENT may communicate information to SSFM in order to permit SSFM to perform the agreed upon services. SSFM may also have access to information about the CLIENT, its suppliers and its customers during the course of performing the services, which information is unrelated to such services. The services provided and to be provided pursuant to this AGREEMENT, all communications between SSFM and the CLIENT, and all information developed by or received by SSFM in connection with the services under this AGREEMENT are confidential. SSFM agrees:

a) To treat, and to obligate all of SSFM's employees to treat, all information as secret and confidential, whether or not it is identified as confidential;

[b) Neither divulge to nor discuss with third parties the services or nature of the services provided hereunder, or any information or results derived in connection with the services, including but not limited to, reports, recommendations, opinions and conclusions which you make of or for us, without the prior written consent of the CLIENT, which consent may be withheld at its sole and absolute discretion; and]

[c) Not to disclose to the CLIENT any information obtained by SSFM on a confidential basis from anyone else unless SSFM has written permission or the information is in the public domain.]

This paragraph shall survive termination of the AGREEMENT and/or the services hereunder.

4.12 Miscellaneous

4.12.1 Any provisions of this AGREEMENT which shall prove to be invalid, void, or illegal shall in no way affect, impair or invalidate any other provision hereof, and such remaining provisions shall remain in full force and effect.

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7 December 2006

4.12.2 This AGREEMENT contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this AGREEMENT, and no other agreement or understanding shall be effective for any purpose. This AGREEMENT supersedes any prior or contemporaneous understanding or agreement with respect to the transactions contemplated. No provision of this AGREEMENT may be amended or added to except in a writing signed by the parties hereto.

4.12.3 No waiver by the CLIENT or SSFM of any provision of this AGREEMENT shall be deemed to be a waiver of any other provision hereof or of any subsequent breach by the CLIENT or SSFM of the same or any other provision.

4.12.4 This AGREEMENT shall be binding on and inure to the benefit of the parties to it and their successors and permitted assigns. The indemnity obligations provided for under this AGREEMENT shall survive the termination of this AGREEMENT.

4.12.5 This AGREEMENT may be executed in one or more counterparts, each of which shall be deemed as original agreement, but all of which shall be considered one instrument and shall become a binding agreement when one or more counterparts have been signed by each of the parties and delivered to the other.

4.12.6 Titles and headings to sections or paragraphs in this agreement are inserted for convenience of reference only and are not intended to affect the interpretation or construction of the AGREEMENT.

4.12.7 SSFM is and will perform this AGREEMENT as an independent contractor and as such shall have and maintain complete control over and be responsible for all of its employees and operations. Neither SSFM nor anyone employed by it shall be, represent, act, purport to act, or be deemed to be the agent, partner, joint venturer, representative, employee or servant of the CLIENT. SSFM shall not make any representations or commitment on behalf of the CLIENT or without the prior written consent of the CLIENT.

4.12.8 Any notice required or permitted under the AGREEMENT may be given by ordinary mail at the address contained in this AGREEMENT, and such address may be changed by written notice given by one party to the other from time to time. Notice shall be deemed received in the ordinary course of the mail. Notices shall be sent to the addresses first given in the AGREEMENT.

4.12.9 CLIENT, with the consent of SSFM, which consent shall not be unreasonably withheld or delayed, may assign all of its rights and delegate all of its obligations under the AGREEMENT to any third party provided however, that such assignee shall assume all of the CLIENT's obligations under the AGREEMENT and provided further that the CLIENT provides SSFM reasonable evidence that such assignee is capable of fulfilling the CLIENT's obligations under the AGREEMENT. Upon the making of any assignment and delegation as aforesaid the

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EXHIBIT "B"
Terms and Conditions
Page 9

7 December 2006

CLIENT shall, ipso facto, be discharged and released from any obligations and liabilities under the AGREEMENT and SSFM shall make no claims under the AGREEMENT against the CLIENT who has assigned the AGREEMENT as aforesaid. Without limiting or diminishing the effectiveness of the foregoing, in the event of the discharge and release of the CLIENT who has made an assignment as aforesaid, SSFM shall, upon request of such CLIENT, execute such further documents as such CLIENT may reasonably request to evidence the discharge and release of such CLIENT. The CLIENT, without consent of SSFM, may assign the AGREEMENT to the Lender as security for the Loan. SSFM shall execute all consents reasonably required to facilitate such assignment.

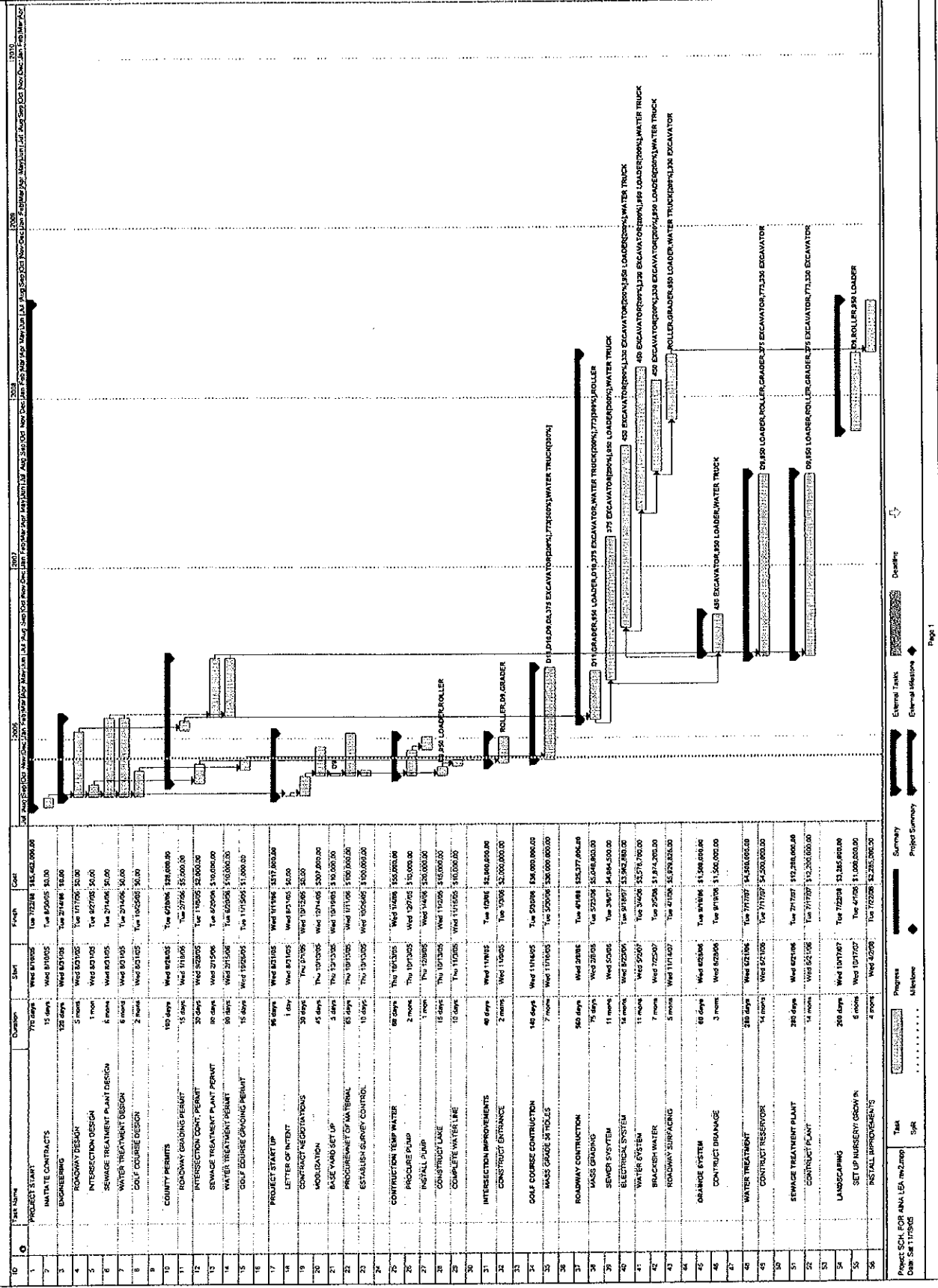
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EXHIBIT "C": Reference R2

GOODFELLOW BROS., INC.

AINA LEA MAIN INFRASTRUCTURE MASTER SCHEDULE



AINA LE'A PARCEL SCHEDULE COMPLETION

ID	Task Name	Duration	Start	Finish	Cost	2004	2005	2006	2007	2008	2009	2010	2011	2012
1	PARCEL CONSTRUCTION	1380 days	Tue 11/1/05	Mon 2/14/11	\$163,590,876.00									
2	PARCEL G-1	13 mons	Tue 11/1/05	Mon 10/30/06	\$13,181,260.00									
3	PARCEL K	4 mons	Tue 11/1/05	Mon 2/20/06	\$3,299,670.00									
4	PARCEL J	13 mons	Tue 12/27/05	Mon 12/25/06	\$14,657,940.00									
5	PARCEL M	8 mons	Tue 12/27/05	Mon 8/7/06	\$7,392,130.00									
6	PARCEL N	5 mons	Tue 2/21/06	Mon 7/10/06	\$5,076,915.00									
7	PARCEL X	18 mons	Tue 5/16/06	Mon 10/1/07	\$24,252,030.00									
8	PARCEL BB	8 mons	Tue 10/31/06	Mon 6/11/07	\$7,563,756.00									
9	PARCEL Y-1	4 mons	Tue 3/20/07	Mon 7/9/07	\$2,620,576.00									
10	PARCEL FF	6 mons	Tue 5/15/07	Mon 10/29/07	\$6,159,384.00									
11	PARCEL MM	12 mons	Tue 7/10/07	Mon 6/9/08	\$12,055,670.00									
12	PARCEL L	6 mons	Tue 1/22/08	Mon 7/7/08	\$5,651,477.00									
13	PARCEL O	5 mons	Tue 3/18/08	Mon 8/4/08	\$4,378,654.00									
14	PARCEL T	4 mons	Tue 6/10/08	Mon 9/29/08	\$2,732,080.00									
15	PARCEL CC	8 mons	Tue 8/5/08	Mon 3/16/09	\$8,136,139.00									
16	PARCEL EE	12 mons	Tue 10/28/08	Mon 9/28/09	\$11,241,087.00									
17	PARCEL DD	11 mons	Tue 1/20/09	Mon 11/23/09	\$9,271,746.00									
18	PARCEL W	7 mons	Tue 9/1/09	Mon 3/15/10	\$7,182,168.00									
19	PARCEL H	12 mons	Tue 10/27/09	Mon 9/27/10	\$11,054,219.00									
20	PARCEL F	4 mons	Tue 6/8/10	Mon 9/27/10	\$2,901,090.00									
21	PARCEL G-2	5 mons	Tue 9/28/10	Mon 2/14/11	\$4,782,885.00									

Task

Split

Progress



Milestone

Summary

Project Summary



External Tasks

External Milestone

Deadline



Project: PARCEL SCHEDULE.mpp
Date: Sat 11/19/05

RECEIVED
JUL 09 2007



STATE OF HAWAII
Department of Health, Clean Water Branch
WATER QUALITY COMMISSION

CWB-NOI Form C

Notice of Intent for HAR, Chapter 11-55, Appendix C - NPDES General Permit Coverage Authorizing Discharges of Storm Water Associated With Construction Activities (as defined in 40 CFR §§122.26(b)(14)(x) and 122.26(b)(15)(i))

Before completing this form, read the General Guidelines for CWB-NOI Forms and Guidelines for CWB-NOI Form C. Alteration of the text in this form may delay the processing of this submittal.

1. Owner Information (see Guidelines for CWB-NOI Form C - Note 1)

Legal Name: Bridge Aina Le'a LLC

Mailing Address: Bank of Hawai'i Building, Suite 303, Marina Heights Business Park

City, State and Zip Code+4: Saipan, MP 96950

Street Address: Bank of Hawai'i Building, Suite 303, Marina Heights Business Park

City, State and Zip Code+4: Saipan, MP 96950

Contact Person & Title: Mr. Hoolae Paoa - Chief Executive Officer

Phone No.: (670) 322-3508 Fax No.: (670) 322-2323

2. Owner Type (see Guidelines for CWB-NOI Form C - Note 2)

City ☐ County ☐ State ☐ Federal ☐ Private ☒ Other ☐

If "Other" is checked, specify the type below:

Not Applicable

3. General Contractor Information (see Guidelines for CWB-NOI Form C - Note 3)

Legal Name: Goodfellow Brothers, Inc.

Mailing Address: P.O. Box 383729

City, State and Zip Code+4: Waikoloa, HI 96783

Street Address: _____

City, State and Zip Code+4: _____

Contact Person & Title: James Foss - Manager

Phone No.: (808) 887-6511 Fax No.: (808) 887-6522

☐ The general contractor information will be submitted 30 days before the start of construction activities.

4. Project Information (see Guidelines for CWB-NOI Form C - Note 4)

Legal Name: The Villages of Aina Le'a

Mailing Address: Bank of Hawai'i Building, Suite 303, Marina Heights Business Park

City, State and Zip Code+4: Saipan, MP 96950

Street Address: East of the Queen Ka'ahumanu Highway, surrounded by vacant lands owned by Tri-Kohala Development to the North, Waikoloa Village Association to the East, and Waikoloa Land and Cattle Co. in the South.

City, State and Zip Code+4: Waikoloa, South Kohala, Hawai'i

Contact Person & Title: Mr. Hoolae Paoa – Chief Executive Officer

Phone No.: (670) 322-2222

Fax No.: (670) 322-2323

Island: Hawai'i

Tax Map Key No(s).			
Zone	Section	Plat	Parcel(s)
6	8	01	25, 36, 37, 38, 39, and 40

5. Receiving State Water(s) Information (see Guidelines for CWB-NOI Form C - Note 5)

a. Receiving State Water Name: Pauoa Gulch

Discharge Point Coordinates into the Receiving State Water:

Latitude: ° ' " N Longitude: ° ' " W

Classification: (check the appropriate space(s))

Inland: Class 1 ☐ Class 2 ☒ and Estuary ☐
Marine: Class AA ☐ Class A ☐ and Embayment ☐

NOTE: Discharges to Class 1 or Class AA waters are not qualified for coverage under this NPDES General Permit. Please see the CWB website at <http://www.hawaii.gov/health/environmental/water/cleanwater/forms/indiv-index.html> for the NPDES individual Permit application forms or contact the CWB.

b. Are there additional discharge points into receiving State waters?

No ☐ Yes ☒ If yes, provide the information requested in Item 5.a. on a separate sheet. **See attached Item 8.b**

c. Does the discharge enter a storm water drainage system?

No ☒ Yes ☐

If yes, provide the following information. Attach a separate sheet with the requested information if there is more than one (1) discharge point into the separate storm water drainage system.

i. Drainage System Owner's name: Not Applicable

ii. Discharge Point Coordinates into the Drainage System:

Latitude: ° ', '' N Longitude: ° ', '' W

iii. A copy of the permit, license, or equivalent written approval granted by the owner(s) of the drainage system(s) allowing the subject discharge to enter their drainage system(s) is attached.

Yes ☐ No ☐ , an explanation is attached.

6. Quantity of Storm Water Discharge (see Guidelines for CWB-NOI Form C - Note 6)

199 cfs (cfs/gpd) **See attached Item 6**

7. Non-Storm Water Information (see Guidelines for CWB-NOI Form C - Note 7)

a. Source(s) of the non-storm water: The anticipated source of non-storm water is wash water from construction equipment and vehicles.

b. Non-storm water handling method: Does the non-storm water discharge from the construction site?

☐ Yes If yes, where is the non-storm water discharge? The construction activity may require a separate NPDES permit. Contact the CWB for details.

☒ No If no, indicate the non-storm water handling method(s):

Disposal of wash water from washing of construction equipment and vehicles will be contained within the construction crushed rock entry pads, which will be excavated down and filled with crushed rock.

8. Location Map (see Guidelines for CWB-NOI Form C - Note 8)

a. A location map which shows the following is attached: Yes ☒ No ☐

- i. Island on which the project site is located, and **See attached Item 8.a**
- ii. Location of the project site.

b. A topographic map or maps of the area which clearly show the following is/are attached:

Yes ☒ No ☐ **See attached Item 8.b**

- i. Legal boundaries of the project site,
- ii. Location and identification number of each of the project site's existing and/or proposed outfalls or discharge points, and
- ii. Receiving State water(s) and receiving storm water drainage system(s), if applicable, identified and labeled.

9. Flow Chart (see Guidelines for CWB-NOI Form C - Note 9)

A flow chart or line drawing showing the general route taken by storm water through the project site is attached.

Yes ☒ No ☐ **See attached Item 9**

10. Existing or Pending Permits, Licenses, or Approvals (see Guidelines for CWB-NOI Form C - Note 10)

Provide the status and corresponding file numbers on any existing or pending environmental permits.

- a. Other NPDES Permit or NGPC File No.: **Not Applicable**
- b. DA Permit: **Not Applicable**
- c. Section 401 WQC: **Not Applicable**
- d. RCRA Permit (Hazardous Wastes): **Not Applicable**
- e. Facility on SARA 313 List (identify SARA 313 chemicals on site):
Not Applicable
- f. SHPD and Other(s) (Specify): To be submitted simultaneously with this application.

11. NGPC Renewal (see Guidelines for CWB-NOI Form C - Note 11)

Is this an application for NGPC renewal?

No ☒ Yes ☐ If yes, provide the assigned File No.: **Not Applicable**

12. Automatic Coverage Under General Permit (see Guidelines for CWB-NOI Form C - Note 12)

- a. ☐ I elect to claim automatic coverage per HAR, Section 11-55-34.09(f).
- b. ☒ I elect to waive automatic coverage per HAR, Section 11-55-34.09(g).

13. Construction Site Characterization (see Guidelines for CWB-NOI Form C - Note 13)

- a. Describe the scope of the construction activity, including a proposed timetable for major activities with the date when the contractor will begin the site disturbance

The construction activity will include clearing and grubbing of the project site; mass grading of proposed road subgrades, golf course holes plus golf academy, and commercial center subgrade in phases of 20-acre increments; installation of drainage culverts underneath the proposed roads. The date when the contractor will begin the site disturbance and the proposed construction schedule will be submitted to CWB 30 days before the start of construction activities.

- b. Describe the history of the land use

The project site was part of the land acquired by the U.S. Navy from Parker Ranch in 1943. This was used for military training exercises and as an artillery firing range by the 2nd, and later the 5th, Marine Divisions during the period from December 1943 to June 1946. The area was returned to Parker Ranch in September 1946. Two ordinance clearance efforts were performed in 1946 and 1954 respectively. According to previous reports, unexploded ordinances probably remain on-site in limited quantities.

- c. Describe the pollution source(s) in the history and corrective measures

No pre-existing conditions are present which would result in potential for adverse impacts due to construction storm water runoff. Any construction-related materials which could contribute to the release of pollutants to State waters shall be covered with PVC sheet plastic or similar material to prevent inadvertent mixing with storm water. As required, berms or other controls shall be placed to divert storm flows around materials storage locations.

14. Construction Site Area (see Guidelines for CWB-NOI Form C - Note 14)

- a. Total area of the site: 3,000 acres
- b. Total disturbance area (i.e. clearing, excavating, grading, grubbing, storage, staging, etc.):
256.1 acres
- c. Impervious area of the site after construction is completed: 0 acres

15. Construction Best Management Practices (BMPs) Plan (see Guidelines for CWB-NOI Form C - Note 15)

a. Project Site Map (see Guidelines for CWB-NOI Form C - Note 15.a.)

i. Will construction be done in phases?

No ☐ Yes ☒

If yes, a phasing map identifying each phase of the multi-phase construction project and the boundaries of each phase is attached:

Yes ☒ No ☐ **See attached Sheet C-5.0**

ii. A facility site map(s) which shows the following information is attached:

Yes ☒ No ☐

- (1) Approximate slopes anticipated after major grading activities and pre-construction, during-construction, and post-construction drainage patterns; **See attached Sheet C-4.0**
- (2) Areas of soil disturbance; **See attached Sheet C-4.0**
- (3) Construction Base yard and/or staging areas; **See attached Sheet C-3.0**
- (4) The location(s) of impervious structures (including buildings, roads, parking lots, etc.) after construction is completed;
- (5) Wetlands and other State water(s); **See attached Sheet C-4.0**
- (6) The boundaries of 100-year flood plans, if determined;
- (7) Areas used for the storage of soils, construction materials, or wastes and areas for the disposal of wash water from washing down of construction equipment and vehicles, concrete truck drum wash water, treated dewatering effluent, hydrotesting effluent discharge, etc.;
- (8) The location(s) where stabilization practices are expected to occur;
- (9) The location(s) and descriptions of all structural controls including those that will be used to divert the offsite storm water from flowing into the constructions site and;
- (10) The areas where vegetative practices are to be implemented.

Note: Items (1) through (6) shall be submitted with the NOI. If Items (7) through (10) are not available at the time of NOI submittal, the information may be submitted at least 30 days before the start of construction activities.

iii. Indicate which items are not applicable (use item numbers above):

Item (4) – The scope of construction activity does not include the construction of impervious structures. Item (6) – Based on 1996 Digital Flood Insurance Rate Maps from the Federal Emergency Management Agency (FEMA), the entire project site is within Zone X, which indicates areas outside the 100- and 500-year flood plains.

iv. Indicate which items will be submitted 30 days before the start of construction activities (use item numbers above):

The location of Item numbers (7) through (10) will be provided as part of the Site-Specific Construction BMPs Plan by the contractor at least 30 days before the start of construction activities.

b. The construction BMPs plan is attached on separate sheets with reference to Item 15.b.

Yes ☒ No ☐

The construction BMPs plan shall provide information requested in the Guidelines for CWB-NOI Form C - Note 15.b. by describing methods to minimize erosion of soil and discharge of other pollutants into State waters and, after completion of the construction activity, removal procedures for the construction site BMPs.

i. Construction Activity - Describe the nature of the construction activity.

- (1) What is to be constructed and the construction sequence?
- (2) If the project is a multi-phase construction project, include a list of each phase.
- (3) What type of materials and heavy equipment will be used for the construction activity?

ii. Quality of Discharge - Describe the nature of the fill material to be used and existing data describing the soil or the quality of any discharge from the project site.

iii. Potential Pollutant(s) - Identify all the potential pollutant(s) that will be generated by the proposed construction activities and the proposed control measures or treatment, as applicable. These pollutants may include, but are not limited to:

- (1) Construction debris, removed vegetation;
- (2) Discharges associated with the operation and maintenance of the equipment, such as oil, fuel and hydraulic fluid leakage;
- (3) Soil erosion from the disturbed areas and stockpile areas;
- (4) Any non-storm water discharges, that are not described under item 7;

(5) Location(s) of oil, fuel or any hazardous material storage site(s) and containment structure(s); and

(6) Other.

iv. Controls for Land Disturbances - The owner and/or general contractor shall comply with all conditions as stated in HAR, Chapter 11-55, Appendix C, under Special Conditions for Land Disturbances. The Department suggests including the language described in Note 15.b.iv. of the Guidelines for CWB-NOI Form C in the BMPs plan. It may be amended to be site-specific (i.e., type of cover to be used).

v. Erosion and Sediment Control Requirements - If applicable, submit the county-approved erosion and sediment control plan as appropriate for the activity and a schedule for implementing each control with the NOI or 30 days before the start of construction activities.

vi. Construction Schedule - Attach the proposed construction schedule which shall include, at a minimum:

(1) The date when the general contractor will begin and end the site disturbance;

(2) Dates when erosion control measures will be implemented and removed; and

(3) The dates when major construction activities begin and end.

c. ☐ The Site-Specific Construction BMPs Plan is submitted as an attachment to the CWB-NOI Form C.

☒ The Site-Specific Construction BMPs Plan will be submitted 30 days before the start of construction activities.

16. Post-Construction Pollutant Control Measures (see Guidelines for CWB-NOI Form C - Note 16)

The descriptions of measures that will minimize the discharge of pollutants via storm water discharge after construction operations have been completed are attached on a separate sheet with reference to Item 16.

Yes ☒ No ☐

17. Additional Information (see Guidelines for CWB-NOI Form C - Note 17)

Not Applicable

18. Authorization of Representative (see Guidelines for CWB-NOI Form C - Note 18)

Alteration of this item will result in the invalidation of the authorization statement(s).

- a. This statement authorizes the named individual or any individual occupying the named position of the company/organization listed below to act as our representative to process the required CWB-NOI Form for coverage under the NPDES general permit to discharge to State waters from the subject facility. The Owner hereby agrees to comply with and be responsible for all NGPC conditions.

Company/Organization Name: _____

Mailing Address: _____

City, State and Zip Code+4: _____

Street Address: _____

City, State and Zip Code+4: _____

Authorized Contact Person & Title: _____

Phone No.: () _____ Fax No.: () _____

- b. This statement authorizes the named individual or any individual occupying the named position of the company/organization listed below to act as our representative to process the required CWB-NOI Form for coverage under the NPDES general permit to discharge to State waters from the subject facility. Our representative is further authorized to fulfill all conditions of the NGPC. The Owner hereby agrees to comply with and be responsible for all NGPC conditions.

Company/Organization Name: SSFM International, Inc.

Mailing Address: 501 Sumner Street, Suite 620

City, State and Zip Code+4: Honolulu, Hawai'i 96817

Street Address: 501 Sumner Street, Suite 620

City, State and Zip Code+4: Honolulu, Hawai'i 96817

Authorized Contact Person & Title: Rebecca Ferguson – Project Engineer

Phone No.: (808) 356-1250 Fax No.: (808) 521-7348

- c. This statement authorizes the named individual or any individual occupying the named position of the company/organization listed below to act as our representative to fulfill all conditions of the NGPC for the subject facility. The Owner hereby agrees to comply with and be responsible for all NGPC Conditions.

Company/Organization Name: _____

Mailing Address: _____

City, State and Zip Code+4: _____

Street Address: _____

City, State and Zip Code+4: _____

Authorized Contact Person & Title: _____

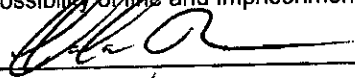
Phone No.: () _____ Fax No.: () _____

- d. ☐ A separate statement is attached.

19. Certification (see Guidelines for CWB-NOI Form C - Note 19)

Alteration of this item will result in the invalidation of this CWB-NOI Form submittal. **The person certifying this CWB-NOI Form must meet one of the following descriptions and be employed by the owner listed in Item 1.**

- ☐ I certify that for a municipal agency, I am a principal executive officer or ranking elected official.
- ☐ I certify that for a state agency, I am a principal executive officer or ranking elected official.
- ☐ I certify that for a non-federal public agency, I am a principal executive officer or ranking elected official.
- ☐ I certify that for a federal agency, I am the chief executive officer of the agency, or I am the senior executive officer having responsibility for the overall operations of a principal geographic unit of the agency.
- ☐ I certify that I am a general partner for a partnership.
- ☐ I certify that I am the proprietor for a sole proprietorship.
- ☐ I certify that for a corporation, I am the President, Vice President, Secretary, or Treasurer of the corporation and in charge of a principal business function, or I perform similar policy or decision-making functions for the corporation.
- ☐ I certify that for a corporation, I am the Manager of one or more manufacturing, production, or operating facilities and am authorized to make management decisions which govern the operation of the regulated facility or facilities including having the explicit or implicit duty of making major capital investment recommendations, and initiating and directing other comprehensive measures to assure long term environmental compliance with environmental laws and regulations. I can ensure that the necessary systems are established or actions taken to gather complete and accurate information for permit application requirements and authority to sign documents has been assigned or delegated to me in accordance with corporate procedures.
- ☐ I certify that for a trust, I am a trustee.
- ☒ I certify that for a limited liability company (LLC), I am the Manager or a Member authorized to make management decisions for the LLC and am in charge of a principal business function, or I perform similar policy or decision-making functions for the LLC.
- ☐ I certify under penalty of law that this document and all attachments were prepared under my direction or supervision in accordance with a system designed to assure that qualified personnel properly gather and evaluate the information submitted. Based on my inquiry of the person or persons who manage the system, or those persons directly responsible for gathering the information, the information submitted is, to the best of my knowledge and belief, true, accurate, and complete. I am aware that there are significant penalties for submitting false information, including the possibility of fine and imprisonment for knowing violations.

Signature:  Date: 6/7/07

Printed Name & Title: HUCAK PADO CEO

Company/Organization Name: BRIDGE MIND LPA LLC

Phone No.: (670) 322 2222 Fax No.: (670) 322 2322

CWB-NOI Form C Checklist			
If any item (except for Item 17) is listed as "no," attach a sheet with the reason for its exclusion from the			
Item Number	Description	Is info.	
		yes	no
1.	Owner Information	X	
2.	Owner Type	X	
3.	General Contractor Information	X	
4.	Project Information	X	
5.	Receiving State Water(s) Information	X	
6.	Quantity of Storm Water Discharge	X	
7.	Non-Storm Water Information	X	
8.	Location Map is attached	X	
9.	Flow Chart is attached	X	
10.	Existing or Pending Permits, Licenses, or Approvals	X	
	f. Submit one (1) copy of the NOI to the Department of Land and Natural Resources, State Historic Preservation Division (see General Guidelines for NOI Forms B through L – Note VII.F)	Date Submitted to SHPD: June 8, 2007	X
11.	NGPC Renewal	X	
12.	Automatic Coverage Under General Permit	X	
13.	Construction Site Characterization	X	
14.	Construction Site Area	X	
15.	Construction BMPs Plan	X	
	a. Project Site Map(s)	X	
	b. Construction Activity	X	
	c. Quality of Discharge	X	
	d. Potential Pollutant(s) and Control Measures	X	
	e. Controls for Land Disturbances	X	
	f. Erosion and Sediment Control Requirements (i.e., county-approved erosion control plan)		X
	g. Proposed Construction Schedule is attached		X
16.	Post-Construction Erosion Control Measures is attached	X	
17.	Additional Information	X	
18.	Authorization of Representatives	X	
19.	Certification	X	
20.	Filing Fee (\$500.00) is attached	X	

CWB-NOI Form C Checklist			
If any item (except for Item 17) is listed as "no," attach a sheet with the reason for its exclusion from the CWB-NOI Form C submittal.			
Item Number	Description	Is info.	
		yes	no

21.	Number of copies with supporting documents submitted		
	a. One (1) copy for projects on the island of Oahu		
	b. Three (3) copies for projects on the island of Hawaii	X	
	c. Two (2) copies for projects on islands other than Oahu and Hawaii		
22.	Submit a list of all supporting documents (see General Guidelines for NOI Forms B through L - Note X)	X	

REASONS FOR ITEMS EXCLUDED FROM THE CWB-NOI Form C SUBMITTAL

- Item 15.f The County-approved Erosion Control Plan will be submitted at least 30 day prior to the start of construction activities.
- Item 15.g The proposed construction schedule will be submitted at least 30 day prior to the start of construction activities.



SSFM INTERNATIONAL, INC.

501 Sumner Street, Suite 620

Honolulu, Hawaii 96817

Phone: (808) 531-1308

Fax: (808) 521-7348

Project Managers, Planners, & Engineers
American Council of Engineering Companies, Member

The Villages of Aina Le'a
CWB-NOI Form C NPDES Application
List of Supporting Documents

1. Item 6: Quantity of Storm Water Calculations
2. Item 8.a: Location Map
3. Item 8.b: Topographic Map
4. Item 9: Flow Chart
5. Item 15.b: Construction Best Management Practices (BMPs) Plan
6. Item 16: Post-Construction Pollutant Control Measures
7. Sheet C-2.0 Site Plan
8. Sheet C-3.0 Erosion Control Plan
9. Sheet C-4.0 Overall Mass Grading and Drainage Plan
10. Sheet C-5.0 Phasing Plan
11. Sheet C-8.0 Erosion Control Notes and Details



SSFM INTERNATIONAL, INC.

501 Sumner Street, Suite 620
Honolulu, Hawaii 96817
Phone: (808) 531-1308
Fax: (808) 521-7348

Project Managers, Planners, & Engineers
American Council of Engineering Companies, Member

The Villages of Aina Le'a
CWB-NOI Form C NPDES Application
Item 6: Quantity of Storm Water Discharge Calculations

Mass Grading Permit Work

Developed condition under Mass Grading Permit work consists of grading proposed road subgrades, the golf course, plus golf academy; commercial center subgrade; and installation of culverts for the collector street system. Residential building pads and local roads will not be graded as part of the Master Grading Permit work. Since the site would only be graded in selected areas and no paving would be installed, the retention facilities for the Master Plan Grading work are designed only for that limited development condition. A summary of the proposed runoff flows area is shown in Table 2.9 - Post Mass Grading Permit Flows.

Table 2.9 - Post Mass Grading Permit Flows

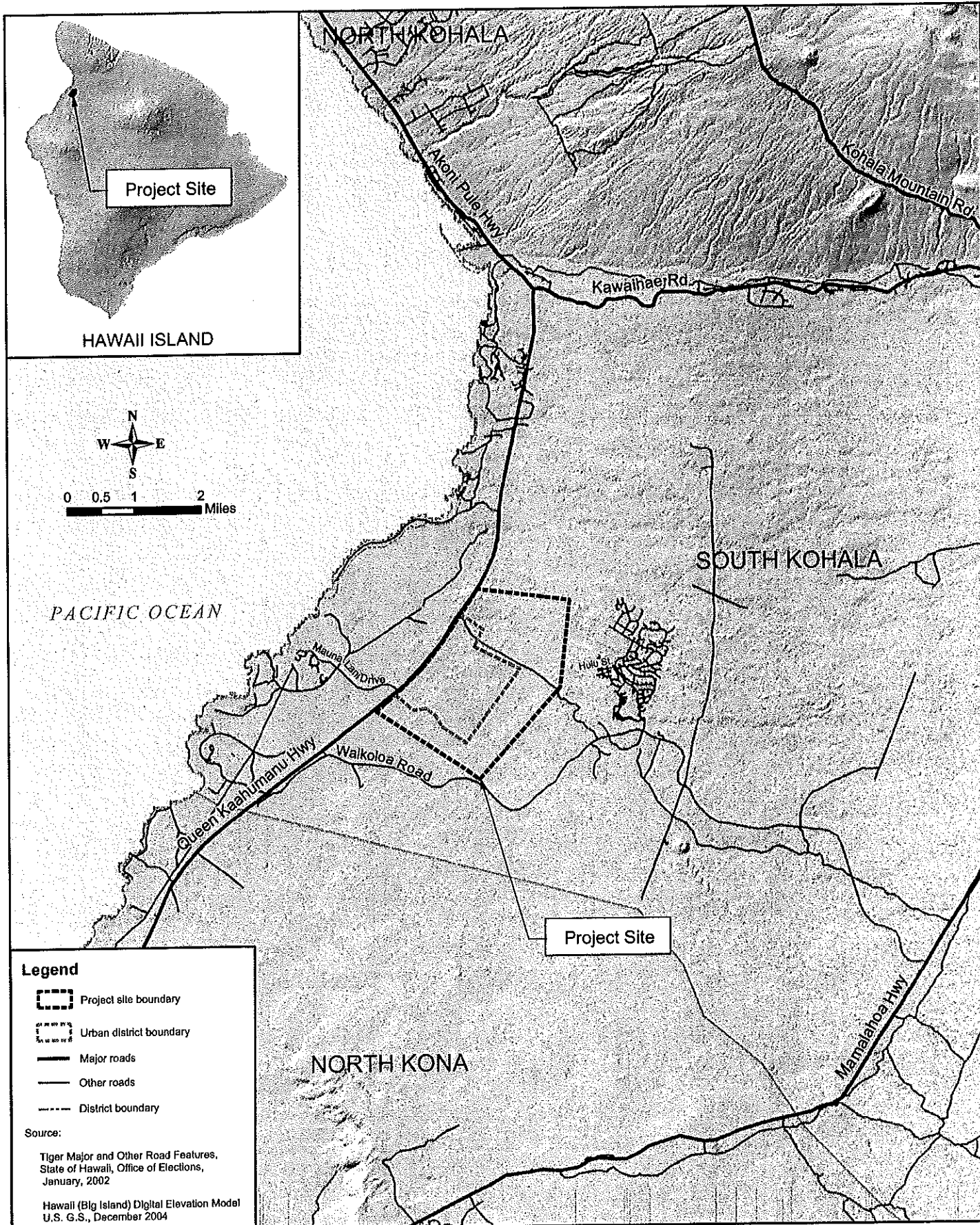
No.	Land Use	Area	Density	Composite "C"	Tc	I	Q-50	Q-50 Vol
E	C	2	Subgrade	0.30	15	3.7	2	1998
Q	COMM	12	Subgrade	0.30	15	3.7	13	11988
R	COMM	23	Subgrade	0.30	15	3.7	26	22977
S	AH	10	Subgrade	0.30	15	3.7	11	9990
Roads	-	40	Subgrade	0.30	15	3.7	44	39960
		536					263	236430

Table 2.10 - Calculated Peak Flows-Master Grading Permit Work summarizes the increases in the 50-year storm peak flows due to the proposed work under the Master Grading Permit.

Table 2.10 - Calculated Peak Flows-Master Grading Permit Work

Existing Areas Converted to Subgrade	Area (acres)	50-yr Existing Peak Flow (cfs)*	50-yr MGP Peak Flow (cfs)*	Peak Flow Increase for MGP (CFS)
Roads	40	15	59	29
Pods	47	18	52	34
Golf Course	93	34	103	69
Totals	180	67	199	132
Composite "C"	-	0.10	0.30	-

*COH Rational Method

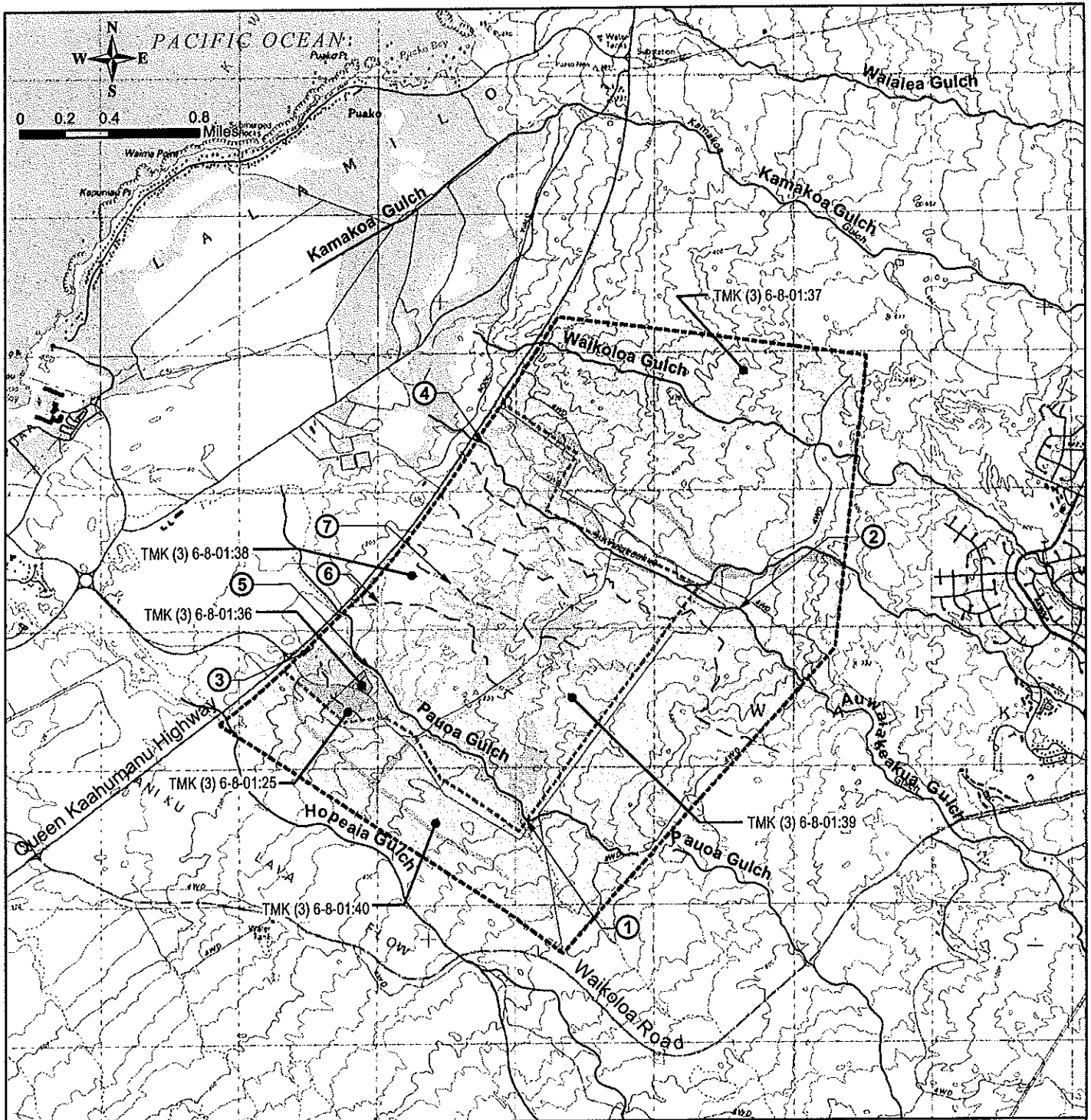


SSFM International, Inc.
501 Sumner Street, Suite 620
Honolulu, Hawaii 96817

ITEM 8.a LOCATION MAP

SCALE: 1:120,000

DATE: June 2007



Legend



Project site boundary



Urban district boundary



Areas of Work

Source: Topographic Map, 2004 USGS
Digital Raster Graphics

Streams, DLNR Division of
Aquatic Resources, 2004

— Stream

- - Minor Intermittent Stream

Storm Water Discharge Points

①

Pauoa Gulch

Lat. 19°55'28"N

Long. 155°49'36"W

②

Auwaikeakua Gulch

Lat. 19°56'18"N

Long. 155°48'45"W

③

Pauoa Gulch

Lat. 19°56'08"N

Long. 155°50'30"W

④

Auwaikeakua Gulch

Lat. 19°56'57"N

Long. 155°49'49"W

⑤

Unnamed Stream

Lat. 19°56'04"N

Long. 155°50'15"W

⑥

Unnamed Stream

Lat. 19°56'19"N

Long. 155°50'14"W

⑦

Unnamed Stream

Lat. 19°56'24"N

Long. 155°49'56"W



SSFM International, Inc.
501 Sumner Street, Suite 620
Honolulu, Hawaii 96817

ITEM 8.b TOPOGRAPHIC MAP

SCALE: 1:40,000

DATE: June 2007



SSFM INTERNATIONAL, INC.

501 Sumner Street, Suite 620

Honolulu, Hawaii 96817

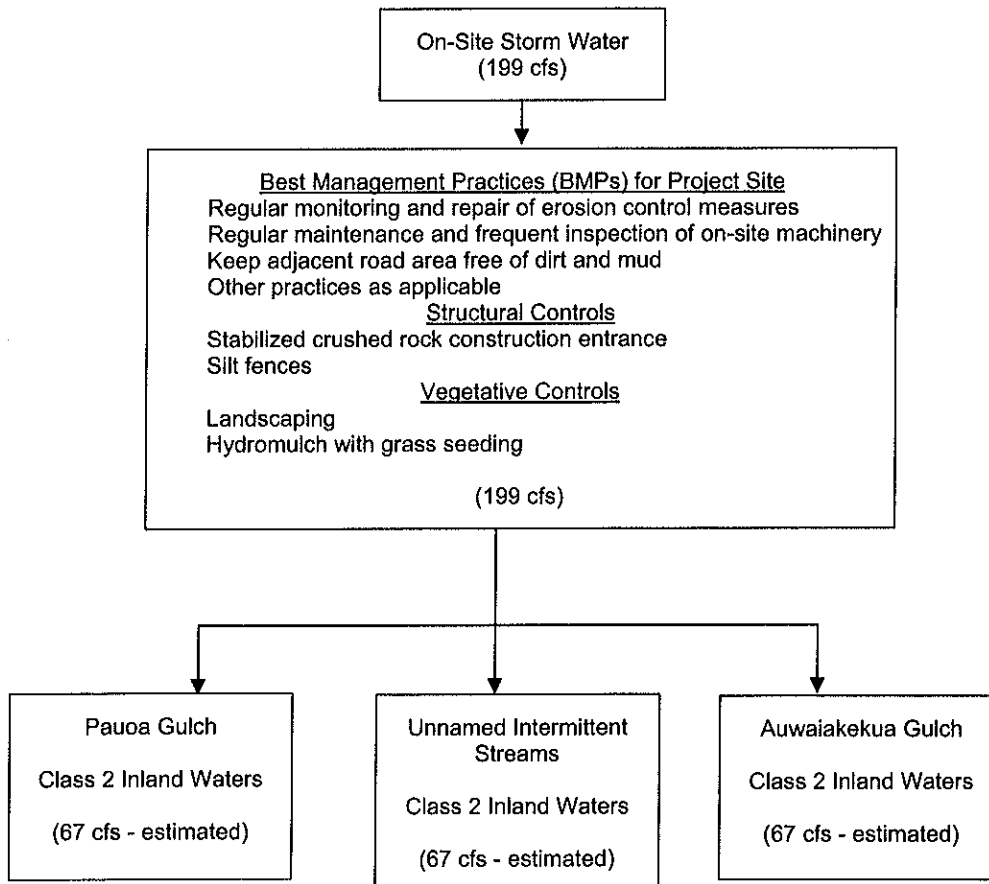
Phone: (808) 531-1308

Fax: (808) 521-7348

Project Managers, Planners, & Engineers

American Council of Engineering Companies, Member

The Villages of Aina Le'a
CWB-NOI Form C NPDES Application
Item 9: Flow Chart





SSFM INTERNATIONAL, INC.
 501 Sumner Street, Suite 620
 Honolulu, Hawaii 96817
 Phone: (808) 531-1308
 Fax: (808) 521-7348

Project Managers, Planners, & Engineers
 American Council of Engineering Companies, Member

June 2007

SSFM 2005_141.001

The Villages of Aina Le'a

CWB-NOI Form C NPDES Application

Item 15.b: Construction Best Management Practices (BMPs) Plan

i. **Construction Activity:** The construction activity will include clearing and grubbing of the project site; mass grading of proposed road subgrades, golf course holes plus golf academy, and commercial center subgrade in phases of 20-acre increments; installation of drainage culverts underneath the proposed roads.

(1) **Construction Sequence:** The overall construction sequence shall include the installation of sediment and erosion control measures. Sediment and erosion control measures shall include silt fences and stabilized construction entrance. Construction shall continue with the clearing, grubbing, and grading of the site, and the installation of drainage culverts. Stabilization shall include vegetative cover (landscaping). The project shall be completed by the removal of sediment and erosion control measures upon the inspector's approval.

(2) **Phases of the Project:** The phases of the project are summarized in the table below. See attached Sheet C-5.0 for the Phasing Plan.

Construction Phase	Description
1A	Road 2 - Section 2, Road 3 - Section 1, Road 5, Waterline Access
1B	Road 1
1C	Affordable Housing
1D	Commercial 1
1E	Commercial 2
2A	Club House, Golf Maintenance, Hole 10, Road 4
2B	Driving Range/Golf Academy
3A	Hole 1, Hole 2, Hole 18
4A	Road 2 - Section 1
4B	Hole 3, Hole 4, Hole 9
4C	Holes 5 thru 6
4D	Hole 7
5A	Road 2 - Section 3
5B	Hole 14, Road 3- Section 2
6A	Road 6
6B	Road 3 - Section 3

(3) **Material and Equipment Used for the Project:** Typical construction equipment will be used on this site (i.e. bulldozers, graders, dump trucks, compactors, powered hand-operated tools, etc.).



ii. Quality of Discharge: Excavated on-site soils may be used as general fill provided that they comply with the requirements stated in the geotechnical report. Imported fill materials shall consist of non-expansive select granular material. Fill material under buildings shall be non-expansive select granular material packed as specified in the geotechnical report. All materials used will be in accordance with specifications for construction of such facilities by the State and County. No materials containing contaminated soils or other hazardous wastes will be permitted for use. Sufficient water should be used by the contractor so that minimal dust is created by compaction.

iii. Potential Pollutant(s):

- (1) Construction and vegetation debris may occur during the clearing and grading portion of the project. Treatment for these pollutants shall include prompt removal of all construction debris from the site. Construction waste material shall not be deposited at any of the County Transfer stations, but shall be transported for disposal to an appropriate waste area or landfill. Vegetative debris shall be disposed off-site by the Contractor.
- (2) Discharge from any construction equipment and personal vehicles will not be allowed on site. Any and all spills that may accidentally occur shall be cleaned immediately.
- (3) Soil erosion from disturbed areas and stockpile areas shall be controlled by sediment and erosion control measures. Silt fence shall minimize pollutants from leaving the site.
- (4) The storage of all hazardous materials will not be allowed on the project site.

iv. Controls for Land Disturbances: The following special conditions apply to all land disturbance work conducted under this general permit.

(1) Construction Management Techniques

- A. Clearing and grubbing shall be held to the minimum necessary for grading and equipment operation.
- B. Construction shall be sequenced to minimize the exposure time of the cleared surface area.
- C. Construction shall be staged or phased for large projects. Areas of one phase shall be stabilized before another phase can be initiated. Stabilization shall be accomplished by temporarily or permanently protecting the disturbed soil surface from rainfall impacts and runoff.
- D. Erosion and sediment control measures shall be in place and functional before earth moving operations begin. These measures shall be properly constructed and maintained throughout the construction period.
- E. All control measures shall be checked and repaired as necessary, for example, weekly in dry periods and within twenty-four hours after any rainfall of 0.5 inches or greater within a 24-hour period. During



prolonged rainfall, daily checking is necessary. The permittee shall maintain records of checks and repairs.

- F. The permittee shall maintain records of the duration and estimated volume of storm water discharge(s). The Contractor shall be responsible for maintaining these records.
- G. A specific individual shall be designated to be responsible for erosion and sediment controls on each project site. The contractor shall provide this person based on experience and availability.

(2) Vegetation Controls

- A. Pre-construction vegetative ground cover shall not be destroyed, removed, or disturbed more than twenty calendar days prior to site disturbance.
- B. Temporary soil stabilization with appropriate vegetation shall be applied on areas that will remain unfinished for more than fourteen calendar days.
- C. For areas that are finished, permanent soil stabilization with perennial vegetation shall be applied within fourteen calendar days or less after final grading. Irrigation and maintenance of the perennial vegetation shall be provided for 30 calendar days or until the vegetation takes root, whichever is shorter.

(3) Structural Controls

- A. Storm water flowing toward the construction area shall be diverted by using appropriate control measures, as practical.
- B. Erosion control measures are designed according to the size of disturbed or drainage areas to detain runoff and trap sediment.
- C. Water must be discharged so that the discharge shall not cause or contribute to a violation of the basic water quality criteria as specified in Section 11-54-04.

- v. Erosion and Sediment Control Requirements: County-approved erosion and sediment control plans are required for this project. Copies of the approved plans shall be provided to CWB-DOH upon approval and at least 30 days prior to the start of construction activities.

vi. Construction Schedule

The proposed construction schedule will be submitted at least 30 days prior to the start of construction activities.



SSFM INTERNATIONAL, INC.

501 Sumner Street, Suite 620

Honolulu, Hawaii 96817

Phone: (808) 531-1308

Fax: (808) 521-7348

Project Managers, Planners, & Engineers
American Council of Engineering Companies, Member

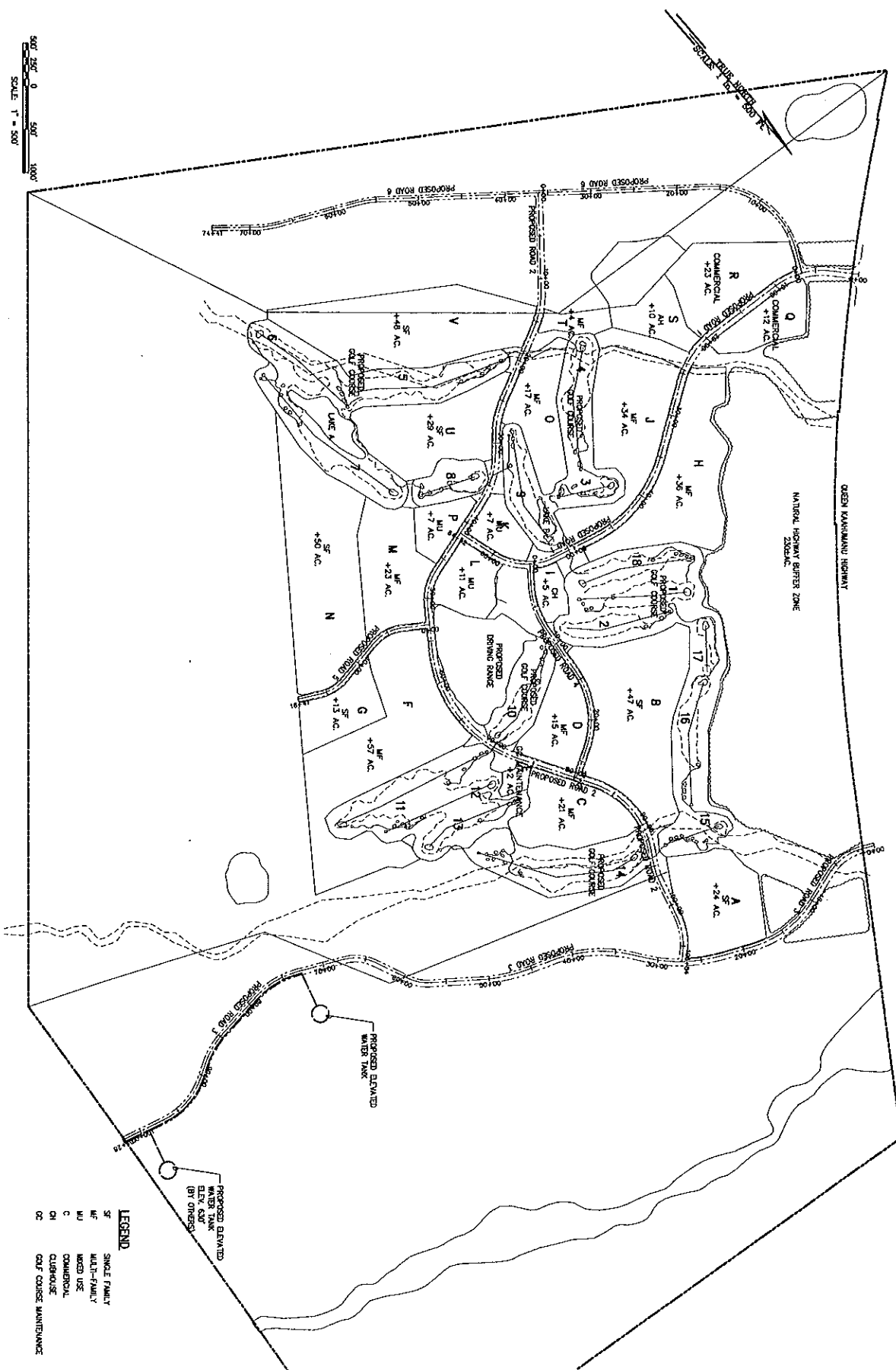
The Villages of Aina Le'a

CWB-NOI Form C NPDES Application

Item 16: Post-Construction Pollutant Control Measures

After achieving finished grades, all slopes and exposed areas shall be permanently stabilized by hydromulching with grass seed within fourteen (14) calendar days or less after final grading. Irrigation and maintenance of the perennial vegetation shall be provided for thirty (30) calendar days or until the vegetation takes root, whichever is shorter.

500' 250' 0' 250' 500' 1000'
SCALE 1" = 500'



LEGEND

SF SINGLE FAMILY
MF MULTI-FAMILY
MU MIXED USE
C COMMERCIAL
CM CLUBHOUSE
GC GOLF COURSE MAINTENANCE

OVERALL SITE PLAN

THE VILLAGES OF AINA LEA

Waikoloa, South Kohala, Island of Hawaii, Hawaii

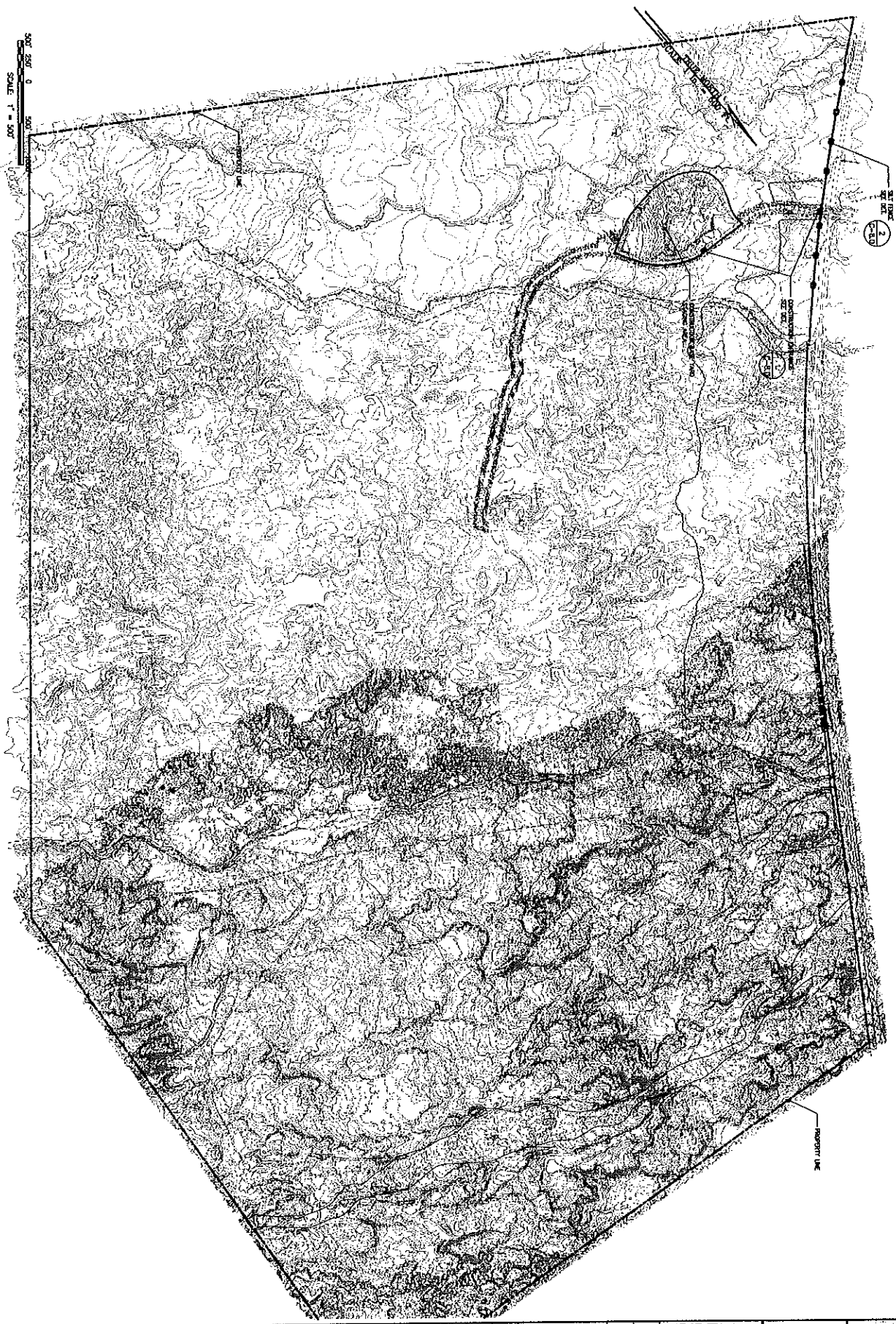
INTERNATIONAL
SFM International, Inc.
1000 Kalia Road
Suite 600
Honolulu, Hawaii 96813

DATE: JUNE 2007
PROJECT: C-20

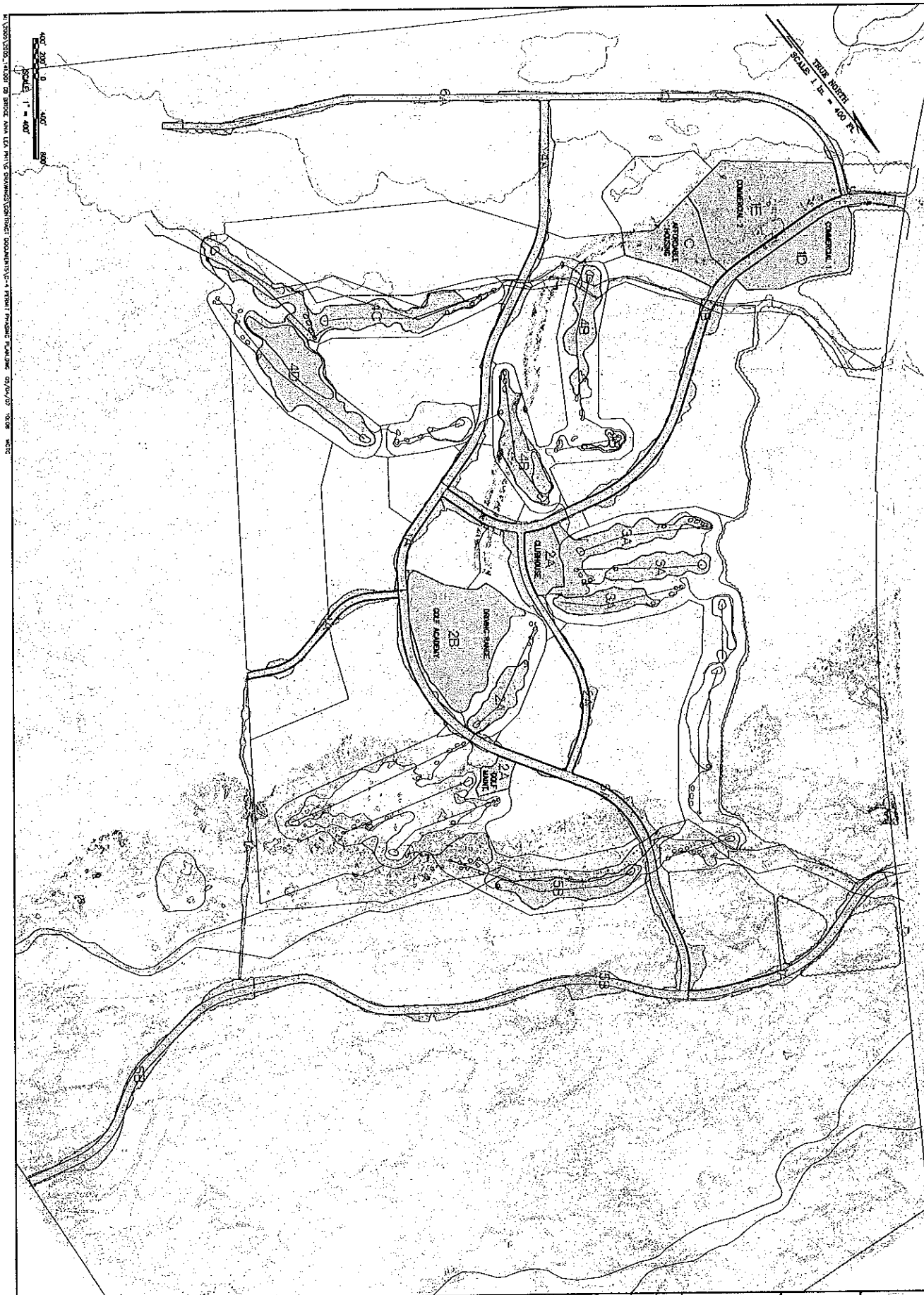
4 of 26 SHEETS

10/20/2003, 11:00 AM: BROAD AREA LIA PHOTO DRAWINGS CONTRACT DOCUMENTS-2 SITE PLAN/PAVING 03/09/07 10:00 AM: C

SCALE 1" = 500'



<p>DATE: 10/20/2003</p> <p>TIME: 11:00 AM</p> <p>BY: C-30</p>	<p>EROSION CONTROL PLAN</p> <p>THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSPM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, DESIGN, OR PERMIT. THE RECIPIENT OF THIS DOCUMENT MAY NOT REPRODUCE, COPY, OR OTHERWISE DISSEMINATE THIS INFORMATION FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISSEMINATED TO OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SSPM INTERNATIONAL, INC. (SSPMI).</p>		<p>PROJECT:</p> <p>THE VILLAGES OF AINA LEA</p> <p>Waikoloa, South Kohala, Island of Hawaii, Hawaii</p>		<p>REVISION</p> <p>DATE</p> <p>DESCRIPTION</p> <p>ISSUED BY</p> <p>APPROVED BY</p>		<p>SSPM INTERNATIONAL</p> <p>SSPM International, Inc.</p> <p>200 Summer Street</p> <p>Suite 200</p> <p>Honolulu, Hawaii 96807</p>	<p>10/20/2003</p> <p>11:00 AM</p> <p>C-30</p>
	<p>NO DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SSPM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF EVALUATION, DESIGN, OR PERMIT. THE RECIPIENT OF THIS DOCUMENT MAY NOT REPRODUCE, COPY, OR OTHERWISE DISSEMINATE THIS INFORMATION FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR DISSEMINATED TO OTHERS WITHOUT THE EXPRESS WRITTEN CONSENT OF SSPM INTERNATIONAL, INC. (SSPMI).</p>							

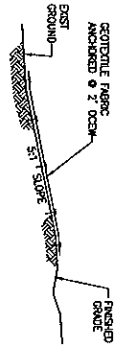


C-50 20' x 20' SHEET	PIPING PLAN THIS DOCUMENT CONTAINS INFORMATION PROPRIETARY TO SPM INTERNATIONAL, INC. AND IS FURNISHED IN CONFIDENCE FOR THE LIMITED PURPOSE OF DESIGN AND CONSTRUCTION OF THE PROJECT. IT IS NOT TO BE USED FOR ANY OTHER PURPOSE AND MAY NOT BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT THE WRITTEN PERMISSION OF SPM INTERNATIONAL, INC. ALL RIGHTS RESERVED.	PROJECT: THE VILLAGES OF AINA LEA Waikoloa, South Kohala, Island of Hawaii, Hawaii		SPM INTERNATIONAL SPM International, Inc. 501 Kamehameha Street Suite 200 Honolulu, Hawaii 96813		APPROVED BY: [Signature] DATE: [Date]
		REVISION DATE DESCRIPTION MADE BY APPROVED				

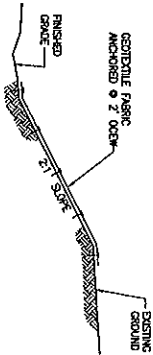
EROSION CONTROL NOTES AND BEST MANAGEMENT PRACTICES (BMP):

1. MEASURES TO CONTROL EROSION AND OTHER POLLUTANTS SHALL BE IN PLACE BEFORE ANY DEMOLITION, CLEARING AND GRUBBING WORK IS INITIATED. THESE MEASURES SHALL BE PROPERLY CONSTRUCTED AND MAINTAINED THROUGHOUT THE CONSTRUCTION PERIOD.
2. CONSTRUCTION SHALL BE SCHEDULED TO MINIMIZE THE EXPOSURE TIME OF CLEARED SLOPE AREA.
3. ALL CONTROL MEASURES SHALL BE CHECKED AND REVIEWED AS NECESSARY.
4. CONSTRUCTED FACILITIES TO RETAIN SOIL-ERODING MATERIAL SHALL BE CONSTRUCTED TO PREVENT EROSION OF EXPOSED SOILS. CLEARED SLOPES SHALL BE COVERED WITH MULCH, ETC., AND ALLOW VEGETATION TO REESTABLISH AND THE SOIL SITE UNDISTURBED.
5. MAINTAIN SEDIMENT TRAPS AT DISCHARGE POINTS DURING SITE WORK AND UNTIL PERMANENT EROSION CONTROL MEASURES ARE IN PLACE.
6. PRE-CONSTRUCTION VEGETATION GRADING COVER SHALL NOT BE DESTROYED, REMOVED OR DISTURBED MORE THAN TWENTY (20) CALENDAR DAYS PRIOR TO SITE UNDISTURBED.
7. TEMPORARY SOIL STABILIZATION WITH APPROPRIATE VEGETATION SHALL BE APPLIED ON AREAS THAT WILL REMAIN UNFINISHED FOR MORE THAN THIRTY (30) CALENDAR DAYS.
8. THE CONTRACTOR, AT HIS OWN DISCRETION, SHALL KEEP THE PROJECT AREA AND SURROUNDING AREA FREE FROM DUST NUISANCE. THE WORK SHALL BE DONE IN CONFORMANCE WITH THE AIR POLLUTION CONTROL STANDARDS OF THE LOCAL AGENCIES.
9. ALL GRADING WORK SHALL BE DONE IN ACCORDANCE WITH LOCAL AGENCY STANDARDS AND THE GEOTECHNICAL STUDIES REPORT.
10. GEOTEXTILE FABRIC SHALL BE USED AS TEMPORARY SLOPE STABILIZATION UNTIL SLOPES ARE REVEGETATED.
11. THE CONTRACTOR SHALL MAINTAIN ALL TEMPORARY AND MEASURES WITH THE EXISTING AREA'S COVERED STABILIZED. ALL BARE AREAS SHALL BE REVEGETATED, AFTER THE AREA IS COMPLETELY STABILIZED.

CONDITION AT FILM SECTION:

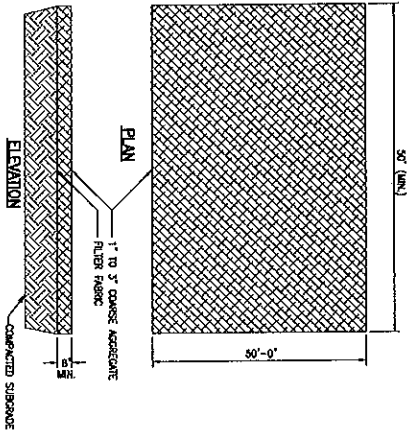


CONDITION AT CUT SECTION:

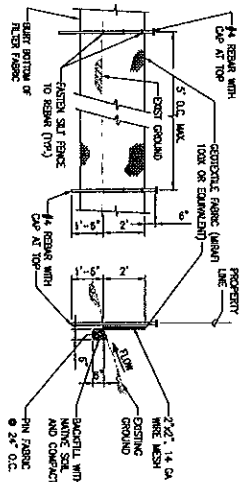


3 **TEMPORARY SLOPE PROTECTION DETAIL**
C-8.0 NOT TO SCALE

1 STABILIZED CONSTRUCTION ENTRANCE DETAIL
C-8-80 NOT TO SCALE



2 SILT FENCE DETAIL.
C-3.0 NOT TO SCALE





GOODFELLOW BROS., INC. - GENERAL CONTRACTOR -

ABC-7046

RECEIVED
JUL 09 2007

STATE OF HAWAII
LAND USE COMMISSION

July 5, 2007

Michael C. Carroll, Esq.
Bays, Deaver, Lung, Rose & Holma
16th Floor, Ali'i Place
1099 Alakea Street
Honolulu, Hawaii 96813

Re: The Villages of Aina Le'a

Dear Mr. Carroll:

This letter is in response to your request for a brief status report summarizing the status of the project to date. As you know, Goodfellow Bros., Inc. ("Goodfellow") has entered into a contract with Bridge Aina Le'a LLC ("Bridge") to perform the site work for the Villages of Aina Le'a (the "project"). The project is planned to include the development of 385 affordable housing units. Goodfellow's work is anticipated to include, among other things, the mass grading of the project site, and the installation of onsite and offsite infrastructure, including roadways, and utilities to service the development.

Within the past several months, Goodfellow has worked closely with the various consultants to move forward with the project. Some of the major milestones that have been accomplished this year include: (1) improving the access road to the various well sites, grading with the D-9, 1 1/2" Base course, concrete and reinforcing steel to provide a stable driving surface for future well activities; (2) completing the GPS Base Station and its concrete foundation, working with Towill, Shigeoka & Associates to complete the survey control work necessary for the station and the golf course layout; and (3) working with SSFM to build the access road for HELCO to provide power to the project. To date, all the work that can legally be performed under a grubbing permit has been completed. The majority of the grading and grubbing work to be performed by Goodfellow requires an NPDES Permit, and the Mass Grading Permit. This permit was timely submitted to the County of Hawaii on or about June 8, 2007. Based on the facts currently known, it is anticipated that the permit will be approved in September 2007, and an anticipated start of construction to immediately follow.

In conjunction with SSFM, Goodfellow participated in the preparation of a critical path schedule for Phase I that sets forth the anticipated time line in which Goodfellow plans to perform the site work for this project. I have attached a copy of this schedule for your reference. In order for the Timeline for Phase I to be completed, the Owner Milestones need to be complete by the dates indicated on the schedule. Once



GOODFELLOW BROS., INC. —GENERAL CONTRACTOR—

ABC 7046

the NPDES Permit and Notice to Proceed is received, Goodfellow Bros. will commit a work force to develop this project in the time allotted, with an anticipated completion date of approximately November 2009 for Phase I.

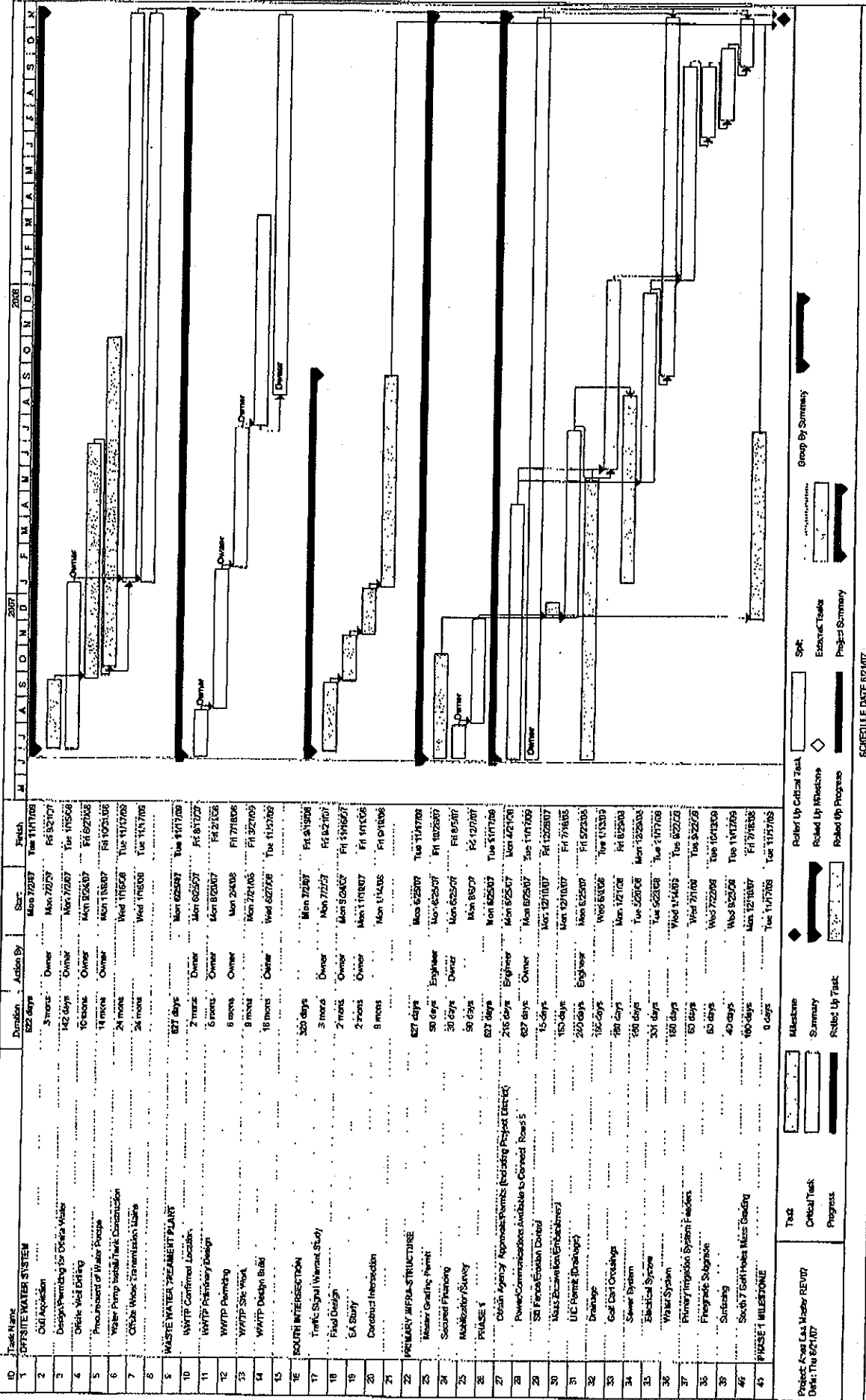
Please feel free to contact me if you have any questions.

Sincerely,


Robert J. McBride
Development Manager

EXHIBIT "A"

THE VILLAGES OF ANA LEA PRELIMINARY PHASE 1 DEVELOPEMENT SCHEDULE



SCHEDULE DATE 02/10/07



INNOVATIVE HOUSING SOLUTIONS, LLC

91-080 Hanua Street Kapolei Hawaii 96707

(808) 682-2882 Phone

(808) 682-2880 Fax

info@innovativehousing.net

RECEIVED
JUL 09 2007

STATE OF HAWAII
LAND USE COMMISSION

July 3, 2007

Michael C. Carroll, Esq.
Bays, Deaver, Lung, Rose & Holma
16th Floor, Ali'i Place
1099 Alakea Street
Honolulu, Hawaii 96813

Re: The Villages of Aina Le'a (TMK: 6-8-01:25, 36, 37, 38, 39 and 40)

Dear Mr. Carroll:

This letter is in response to your request for our evaluation of whether the vertical construction of the affordable housing units for the Villages of Aina Le'a can be completed in light of the critical path schedule that was prepared by SSFM International, Inc. and Goodfellow Brothers, Inc. I have spoken to Michael Matsumoto of SSFM and confirmed the plan for delivery of the improved land for the affordable housing portion. In order to expedite the completion of the onsite improvements, we plan to work with the same engineer and contractor your clients are using as they will already be at the site with their equipment. From that discussion, it appears that the timetable will work for us.

Regarding our ability to perform, Innovative Housing Solutions ("Innovative") was formed to provide the people of Hawaii a better-built, longer-lasting home at an affordable price. Our company is owned and operated by long term Hawaii residents who understand and appreciate the needs of our local Families and our Island Community. Innovative is located at 91-080 Hanua Street in the Campbell Industrial Park on Oahu. Our Plant has more than 60,000 square feet of production under roof.

We understand that the Land Use Commission has required the development of 385 affordable housing units to be completed by November 17, 2010. We have the resources and capabilities to develop and construct the affordable housing component for the project. Since we will be framing the walls and trusses in a factory setting and applying the siding, windows and trim prior to them leaving the plant, the framing operation will go much faster. Since the framing is steel, the homes will be more durable and not subject to termites, mold and other problems in the future.

Innovative is currently in negotiations with Bridge Aina Le'a, LLC to develop and construct the affordable housing component of the project. Based on our discussions with Bridge Aina Le'a, LLC, we have confidence in the success of this project. Further, Innovative supports this project

EXHIBIT E

and believes that the success of the project will be a great benefit to the community by providing affordable and low income housing.

Based on the information currently available, and assuming that the critical path schedule is met, the vertical construction of the affordable housing units for the Villages of Aina Le'a can be completed by November 2010 the deadline established by the Land Use Commission.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "W. Michael Sessions".

W. Michael Sessions
President

Why Steel?

- Steel is a Superior Construction Material
- Highest Strength-to-Weight ratio of any building material, Higher Strength results in safer structures, less maintenance and slower aging of structure
- Reduced Probability of damage in high winds - stronger connections with screws versus nails. Straight walls and square corners, windows and doors function properly
- Reduced Probability of foundation problems - less weight results in less movement
- Non-Combustible - Will Not burn or contribute as fuel to a fire
- Inorganic - galvanized steel Will Not Rot, Warp, Split, Crack or Creep. 100% recyclable
- Consistent Material Quality - Manufactured to precise measurements, produced in strict accordance with national standards - Will Not expand or contract due to heat or moisture
- Not Vulnerable to any type of fungi or organism

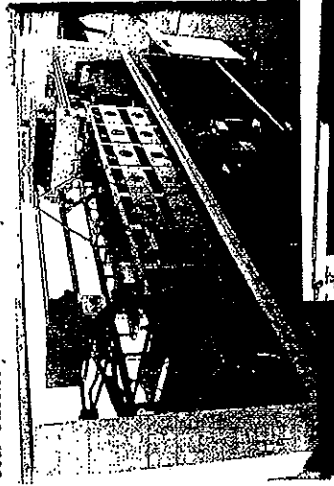
THIS INCLUDES TERMITES

Why Panelized?

- Panelized Construction (wall systems and framing) are of higher quality and workmanship. Engineered Panels are constructed indoors, with computer automated production equipment and state-of-the-art fabrication tables. This eliminates mistakes and waste.
- Volume Purchasing of steel, windows, doors and other components allows for volume discounts which keeps our product affordable.
- Materials are maintained in a controlled environment, offering less opportunity for weather damage or theft.
- Panelized Homes allow faster building and home completion, reducing on-site labor costs and construction loan costs.

Fabrication

Our equipment is designed to manufacture steel studs from galvanized steel coils for use in single and multi-story residential and light commercial buildings. Our machinery makes a standard lipped stud quickly, conveniently and with very little waste.



The studs are pre-drilled, dimpled and notched so that they are easily screwed together. The dimples allow the screws to be recessed so that dry-wall and siding materials are flush. Neither cutting nor drilling is required. utility

holes for electrical wiring are also pre-punched and located as specified on the plan.

INNOVATIVE HOUSING SOLUTIONS

91-080 Hanua Street
Kapolei, Hawaii 96707

Phone (808) 682-2882 • Fax (808) 682-2880

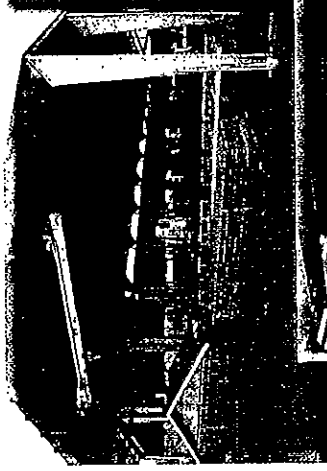
www.innovativehousing.net

BIA-HAWAII
BUILDING INDUSTRY ASSOCIATION

INNOVATIVE HOUSING SOLUTIONS

**The Steel Framing &
Wall Panelizing Specialists**

5-Acre Manufacturing Facility



**Superior Strength
Amazingly Affordable**

About US

Our company was formed to provide the people of Hawaii a better-built, longer-lasting home at an affordable price.

We are locally owned and operated by long-term Hawaii Residents who understand and appreciate the needs of our Local Families and our Island Community.

Our Mission: To be the company that makes building in Hawaii, fast, easy, and affordable for everyone.

Our professional staff has over 125 years of combined experience in home building, design and panelization. The combination of our resources and experience means we can respond quickly to your individual needs and timing.

What We Offer

Design

- Choose from several existing floor plans
- Design & Create your own floor plan
- Convert plans and designs for wood framing into steel framing

Approved Contractors

- Licensed Professionals
- Since panelized homes are typically built in 45 - 60 days, our contractors are available to build your home when you are ready to start and have it finished when you expect.
- Union & Non-Union
- Use your own licensed contractor (plant orientation required)

Financing

- Construction Loans
- Lot loans
- Home Mortgage & Remodeling Loans

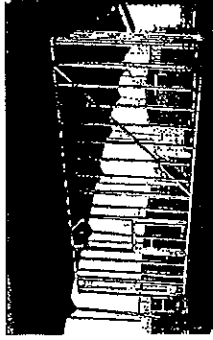
Real Estate Services

- Assist in locating your home site or land areas for development
- Selling your existing home

Home Interior Package

The complete panelized home package includes:

- Exterior Wall Panels - exterior side complete with vapor barrier and siding, windows & doors set and trimmed, electrical pre-wiring and engineered sheer-wall
- Interior Wall Panels - complete with sheetrock (one-side), electrical wirings, engineered sheer-wall (if required)
- Roof Trusses
- Sheathing
- Shingles
- Facia & Soffit
- Interior Doors
- Balance of drywall/sheetrock, paint and caulking
- Interior Finish, such as casings, closet doors and shelving, light fixtures
- All Kitchen and Bath Cabinets, countertops and plumbing components.
- Kitchen Appliances (Range, Refrigerator, Dishwasher and Garbage Disposal)
- Carpet, Pad and Vinyl
- Hardware and Locksets
- Nails and Screws



While there are many choices needed in the building of your new home, don't worry, our professional staff will be available to assist and advise you throughout the process.

Options & Upgrades

- **Foundation Systems**
 - Post & Pier
 - Engineered elevated foundations: For flood plain/fringe, views, additional storage, parking or living space
- Exterior Finishes, such as Stucco or Board & Batten
- Hip Roof or Dutch Gable
- Roofing materials: Tile, Shake or Metal
- Interior Finishes



Contractor / Developer Services

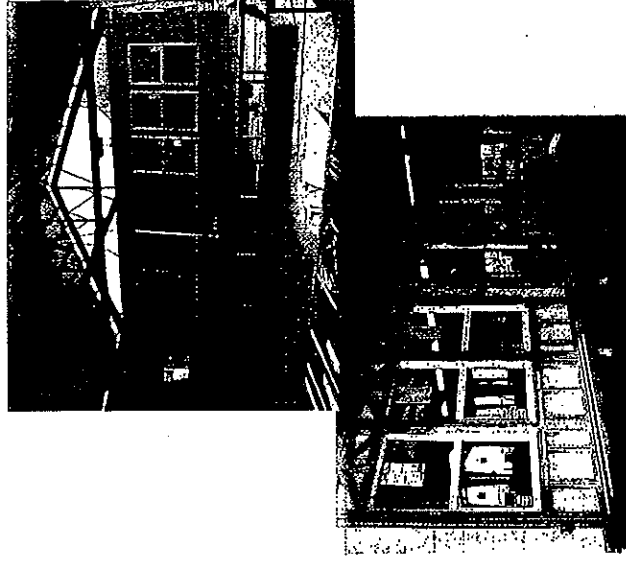
The Contractor / Developer packages include:

- Complete Panelized Home Package (as in Homeowners Package)
- Panelize you plans or project, single family, multi-family or light commercial.
- *Personalize our services - Customize any or all of our services, just let us know how we can help you save time and money*

- Wall panels only
- Wall Framing only
- Floor or Roof Trusses only

Advantages

- Reduced material and labor costs
- Quicker building times
- Reduced G.E. tax for your customers
- Construction Financing available without bonding for qualified contractors
- Volume Rebates - Paid quarterly and accrued annually
- Spec Loan financing available to qualified Contractors and Developers





Tom Nance Water
Resource Engineering

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JUL 09 2007

STATE OF HAWAII
LAND USE COMMISSION
67164 (03-89)

Mr. Adrian L. Lavarias
Bays, Deaver, Lung, Rose & Holma
1099 Alakea Street, 16th Floor
Honolulu, Hawaii 96813

Dear Mr. Lavarias:

Status of Water Infrastructure for the Bridge Aina Lea Project

At the request of Bridge Aina Lea, LLC, I have prepared the following summary of the status of the design and development of water infrastructure for the Aina Lea project. Potable supply is to be provided by the development of new wells, storage reservoirs, transmission pipelines, and related infrastructure in the Ouli corridor that will be dedicated to the County Department of Water Supply (DWS). This will enable Bridge to draw water from the other end of DWS' system in Lalamilo and convey the water to its Aina Lea project site in Puako. Irrigation supply will be provided by brackish wells that will be developed within the project site.

Requirements of the September 2006 Agreement between Bridge Aina Lea, LLC and the Water Board of the County of Hawaii

The September 2006 Agreement requires that hydraulic analyses be completed and submitted to DWS to determine all the improvements necessary to be able to deliver water from the new wells in Ouli throughout DWS' system in the South Kohala coastal area. Those analyses were submitted to DWS by letter dated June 14, 2007. Results of the analyses establish that water put into the system by new wells in the Ouli corridor will enable the Aina Lea project to be supplied by drawing water from DWS' infrastructure in the Lalamilo corridor.

The September 2006 Agreement also requires Bridge to submit to DWS an estimate of the construction cost for all the infrastructure improvements in the Ouli corridor and elsewhere in DWS' system as identified by the hydraulic analyses. That cost estimate was submitted by separate letter to DWS dated June 14, 2007. The estimated total construction cost was \$23.7 million.

Ouli Potable Well Development

The September 2006 Agreement calls for the development of three wells in Ouli initially, to consist of the outfitting of the existing "Signal" well and development and outfitting of two new wells. I recommended to Bridge that the locations of the new wells should be changed from the previously selected sites in order to maximize their yield, avoid interference effects, and save on construction costs. The new wells locations require the consent of the owner of the Ouli parcel, Hale Wailani Partners. As I understand it, finalizing an agreement with Hale Wailani Partners for the new wells sites is in the process of being completed. Once it is completed, the drilling contractor, Water Resources International, can be authorized to begin drilling the new wells.

Onsite Brackish Well Development

Bridge has obtained well construction permits for two brackish irrigation wells to be developed at the northern end of the Aina Lea site. Beylik Drilling and Pump Service has been contracted to drill, case, and pump test these wells. As I understand it, the several mile long access road to these sites is being constructed presently. When this road is completed, Beylik will be able to mobilize to begin drilling the first well.

July 3, 2007
Page 2

Design and Construction Time for the Potable System Improvements

Assuming Bridge's commitment to an accelerated schedule which will require the concurrent development of the Ouli wells and the design, agency review, and construction of all other infrastructure improvements, we estimate that all of the water system improvements could be completed and turned over to DWS in two years and nine months.

Sincerely,

A handwritten signature in black ink, appearing to read "Tom Nance", written in a cursive style.

Tom Nance



Sidney Fuke, Planning Consultant

100 Pauahi Street, Suite 212 • Hilo, Hawaii 96720
Telephone: (808) 969-1522 • Fax: (808) 969-7996
E-mail: sidfuke@hawaiiantel.net

• Planning • Variance • Zoning
• Subdivision • Land Use Permits
• Environmental Reports

July 6, 2007

Mr. A. Bernard Bays, Esq.
BAYS DEAYER LUNG ROSE HOLMA
16th Floor, Alii Place
1099 Alakea Street
Honolulu, HI 96813

Dear Mr. Bays:

Subject: Bridge Aina Le'a

Pursuant to your request, I would like to use this means to summarize my activities over the past six months, specifically in relation to the Waikoloa community and the area councilor, Council Chairman Pete Hoffmann.

In January, at the request of Chairman Hoffmann, I participated in a community meeting to discuss how developers, particularly Bridge Aina Le'a (BAL), could partner with the community and County in providing needed infrastructure for this area. Inasmuch as the County rezoning ordinance has infrastructure fair share assessment requirements for projects like BAL, the thought was to utilize these funds to "jump start" or accelerate certain needed improvements. These funds can be realized only if the project proceeds; furthermore, these funds are collected over time and not upfront. BAL proposed that it was willing to develop a program to have these funds advanced instead of having to pay them when they become legally due.

The concept was well received by the community. Since that time, I and other consultants of BAL have participated in a number of meetings with the broader community and the Waikoloa Village Association to help identify these infrastructure needs. To date, the priorities have been the construction of a community center in Waikoloa and a new connector road that extends from the Queen Ka'ahumanu Highway through BAL's project to Waikoloa Village.

Relative to the community center, alternative sites are now being considered. One of these sites is on Waikoloa Village Association property located immediately *mauka* of BAL's property. This was suggested, as it was felt that it would not only be proximate to Waikoloa Village but could have a functional relationship with a possible high school on BAL's property. While much more work still needs to be done to bring this project to fruition, the community appears excited over the prospect of a high school in this area as well as a community center somewhere in Waikoloa.

EXHIBIT G

Mr. Bernard Bays, Esq.
July 6, 2007
Page 2

On the mauka-makai connector road, we have been working with Chairman Hoffmann in trying to get this roadway constructed by BAL through the use of the Community Facilities District (CFD) concept. This concept enables a developer – in this case, BAL – to construct public benefit facilities and/or infrastructure within or outside of the project's boundaries. These improvements would be funded in whole or in part by the proceeds of bonds floated by the County. Repayment of these bonds would be accomplished by levying a special tax upon all of, and only, those properties within the CFD. In this regard, it is important to note that although the affordable housing component within BAL's development will benefit from the improvements to be funded by the CFD, the property or properties upon which it is to be built will NOT be included within the district and therefore will not be saddled with any special tax repayment obligations.

The CFD process has already been initiated. The first step is to have the County Council approve a resolution authorizing the start of this process. This has already been done. The next step is a public meeting on this matter. Again, at Chairman Hoffmann's request, I, as well as other members of BAL, participated in a community workshop on the CFD and its applicability to BAL's project on May 11. The final step is the ordinance of formation. Hopefully, a proposed ordinance creating this district will be entertained in the next few months, with final action coming before the end of the year at the very latest.

Should you have any questions or need further elaboration on this matter, please let me know.

Sincerely,



SIDNEY M. FUKU
Planning Consultant

Copy – Bridge Aina Le'a



SidneyFuke, Planning Consultant

100 Pauahi Street, Suite 212 • Hilo, Hawaii 96720
Telephone: (808) 969-1522 • Fax: (808) 969-7996
E-mail: sidfuke@hawaiiantel.net

• Planning • Variance • Zoning
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July 6, 2007

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JUL 09 2007

STATE OF HAWAII
LAND USE COMMISSION

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BAYS DEEVER LUNG ROSE HOLMA
16th Floor, Alii Place
1099 Alakea Street
Honolulu, HI 96813

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EXHIBIT G

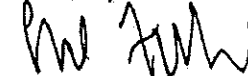
Mr. Bernard Bays, Esq.
July 6, 2007
Page 2

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Should you have any questions or need further elaboration on this matter, please let me know.

Sincerely,



SIDNEY M. FUKU
Planning Consultant

Copy – Bridge Aina Le'a

RECEIVED
JUL 09 2007

Bridge Aina Lea LLC

STATE OF HAWAII
LAND USE COMMISSION

July 3, 2007

Michael C. Carroll, Esq.
Bays, Deaver, Lung, Rose & Holma
16th Floor, Ali'i Place
1099 Alakea Street
Honolulu, Hawaii 96813

Re: The Villages of Aina Le'a
TMK: 6-8-01:25, 36, 37, 38, 39, 40

Dear Mr. Carroll:

This letter is in response to your request for a summary of the expenditures incurred by Bridge Aina Le'a, LCC ("Bridge Aina Le'a") with respect to the development of the Villages of Aina Le'a. This report includes only those expenses incurred from January 1, 2007 to present, and does not include the expenses that have incurred prior to that date. For your reference, I am the CEO of Bridge Aina Le'a, and have personal knowledge as to the expenses incurred herein and further have been directly involved with respect to the work performed.

As you know, the Villages of Aina Le'a (the "project") is a master planned community designed to include both residential, including affordable housing,

2500 Kalakaua # 2404
Honolulu HI 96815
808 922 4030 Fax 808 926 9767

EXHIBIT H

and commercial facilities to service these residents and the adjoining communities.

Bridge Aina Le'a is committed and vested in developing this project that will provide both affordable housing and jobs to the community in West Hawaii.

Since January 1, 2007, Bridge Aina Le'a has incurred approximately \$1,877,000.00 in development costs with respect to this project. These costs includes: (1) \$800,000.00 for the preparation, plans, designs and reports necessary to prepare and submit the NPDES Permit and Grading Permits necessary to begin mass grading and excavation work; (2) \$399,218.00 for the construction costs to run electrical power from the substation to the property; (3) \$22,000 for preparation of Master Plan documents; (4) \$100,000 for preliminary construction work allowed to be performed under a grubbing permit; (5) \$18,500.00 for installation of the potable and non-potable pumps; and (6) an additional \$536,000.00 for additional costs, including County expenses for CFD, legal charges and other consultants.

In addition, Bridge Aina Le'a anticipates that spending will increase within the next several months. Within just the next thirty days, Bridge Aina Le'a has allocated approximately \$1,400,000.00 to be spent for on the ground improvements. These costs will be used to pay for, among other things, the installation of the potable and non-potable wells, utility corridors, and other work on the project.

Furthermore, Bridge Aina Le'a has reviewed the project schedule prepared by SSFM International, Inc. and Goodfellow Brothers, Inc. The schedule anticipates that mass grading and excavation work will commence after approval of an NPDES Permit, which is anticipated to be approved in September 2007. Bridge Aina Le'a has discussed the

costs necessary to complete the work pursuant to this schedule, and has a clear understanding as to the total cost for the improvements. Bridge Aina Le'a has sufficient capital and resources available to meet this schedule.

Please feel free to contact me if you have any questions.

Sincerely,

A handwritten signature in black ink, appearing to be 'H. Paoa', with a long horizontal line extending to the right.

Hoolae Paoa
CEO Bridge Aina Le'a, LLC

2500 Kalakaua # 2404
Honolulu HI 96815
808 922 4030 Fax 808 926 9767

BEFORE THE LAND USE COMMISSION
OF THE STATE OF HAWAII

RECEIVED
JUL 09 2007

STATE OF HAWAII
LAND USE COMMISSION

In the Matter of the Petition) DOCKET NO. A87-617
Of)
) CERTIFICATE OF SERVICE
BRIDGE AINA LE'A, LLC, and)
BANTER, INC.)
Successor petitioners to)
PUAKO HAWAII PROPERTIES)
)
To Amend the Agricultural Land Use District)
Boundary into the Urban Land Use District)
for Approximately 1,060 Acres of Land)
Situated at Waikoloa, South Kohala, Island,)
County and State of Hawai'i, Tax Map Key)
Nos.: 6-8-01:Portion 25, Portion 36, Portion)
37, Portion 38, Portion 39, Portion 40.)
_____)

CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing was duly served on the following
identified parties on July 9, 2007, by depositing said copy, postage prepaid, first class, in the
United States Post Office, at Honolulu, Hawaii addressed as set forth below:

Edwin S. Taira
Housing Administrator
County of Hawai'i
Office of Housing and Community Development
50 Wailuku Drive
Hilo, HI 96720

Stephanie Aveiro
Executive Director
State of Hawai'i
Department of Human Services
Housing and Community Development
Corporation of Hawai'i
677 Queen Street, Suite 300
Honolulu, HI 96813

Abe Mitsuda, Administrator
Land Use Division
Office of Planning
235 S. Beretania Street, 6th Floor
Honolulu, HI 96813

Christopher Yuen
Planning Department
County of Hawai'i
101 Pauahi Street, Suite 3
Hilo, HI 96720

John W.K. Chang, Esq.
Deputy of the Attorney General
425 Queen Street
Honolulu, HI 96813

Bobby J.A. Leithead-Todd, Esq.
Dept. of Corporation Counsel - County of Hawaii
101 Aupuni Street, Suite 325
Hilo, HI 96720

DATED: Honolulu, Hawaii, July 9, 2007.

A handwritten signature in dark ink, appearing to read "Michael C. Carrooll", is written over a horizontal line.

A. BERNARD BAYS
MICHAEL C. CARROOLL
ADRIAN L. LAVARIAS

Attorneys for Petitioner
BRIDGE AINA LE'A, LLC