

THE GENTRY COMPANIES



May 9, 2022

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

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

Re: ***2019-2021 Annual Report for LUC Docket No. A88-627***
Ewa by Gentry



Dear Mr. Orodener:

Enclosed are an original and two copies of Ewa by Gentry's Annual Report for the years 2019-2021 for the area reclassified under Docket No. A88-627. Also enclosed is a flash drive containing the following information: (1) Ewa by Gentry's subject Annual Report; and (2) Appendices A through D.

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

Sincerely,

GENTRY HOMES, LTD.

A handwritten signature in blue ink, appearing to read "D. Luning".

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

Enclosures

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

ORIGINAL

EWA BY GENTRY
Docket No. A88-627

SLUC ANNUAL REPORT
2019-2021

2022 MAY 11 P 1:38

LAND USE COMMISSION
STATE OF HAWAII

Submitted by

GENTRY INVESTMENT PROPERTIES

(Formerly known as Gentry Development Company)

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BACKGROUND/PROJECT STATUS

Ewa by Gentry is a 1,283-acre master planned residential community that will consist of approximately 8,500 homes at build-out. It consists of lands that were reclassified by the State Land Use Commission from the Agricultural District to the Urban District under three separate dockets: Docket No. 074-22 ("Hirano Brothers"); Docket No. A88-627 ("Ewa by Gentry"); and Docket No. A03-738 ("Ewa Makai"). Although the lands were reclassified under three separate dockets, the project areas are being master planned and developed as one community called "Ewa by Gentry." While this report focuses on the status of conditions set forth in Docket No. A88-627, the term "Ewa by Gentry" as used in this report generally refers to the entire master planned community of Ewa by Gentry (including the Hirano Brothers and Ewa Makai project areas).

As of December 31, 2021, 8,264 homes and finished houselots in Ewa by Gentry had been completed and recorded. Ewa by Gentry, which was initially planned to accommodate primarily "entry level" homebuyers, now offers a full range of housing types, including spacious luxury homes geared toward the move-up buyer.

During the years 2019-2021, 283 homes were sold and closed in the area reclassified under the subject docket (Docket No. A88-627). We also continued to build and sell homes in the Ewa Makai portion of Ewa by Gentry (which will be covered under a separate annual report).

The projected build-out under the Ewa by Gentry Preliminary Land Use Plan (Appendix A) extends through the year 2023, with the schedule being dependent upon market conditions. Ultimately, Ewa by Gentry will include a broad range of housing types, including homes for sale and for rent, in a community that is very pedestrian and bike friendly, with meandering sidewalks and bike paths. Ewa by Gentry also includes a championship daily fee golf course that is available for community and public play; five parks (public and private); an expanded Ewa Mahiko District Park in the neighboring Ewa Villages; private recreation centers; the 8-acre Holomua Elementary School (which opened in August 1996), the 18-acre Ewa Makai Middle School (which opened in January 2011), Ewa Town Center, a seven-acre neighborhood commercial center (which opened in the summer of 1999); 41 acres of light industrial and commercial uses, and an abundance of open space.

LAND USE CONDITIONS COMPLIANCE

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

Condition 1: *Petitioner shall implement sound attenuation measures on all residential units on the Property that are subject to noise levels from 60 Ldn to 65 Ldn as determined by the State of Hawaii, Department of Transportation, Honolulu International Airport Draft 1987 Noise Contour Map introduced as OSP's Exhibit Number 2, herein referenced the HIA 1987 Ldn Map.*

Petitioner shall not construct residential units on any portion of the Property subject to noise levels 65 Ldn or greater as indicated on the HIA 1987 Ldn Map.

Progress Report: ***Condition fulfilled.*** Based on a more recent 2003 noise contour map published by the State of Hawaii Department of Transportation Airports Division (and approved by the U.S. Department of Transportation), there are no longer any areas in Ewa by Gentry that are subject to noise levels of 60 Ldn or 65 Ldn. (See Appendix 2 of the 2006, 2007 Annual Report.) Nonetheless, Gentry has included sound attenuation measures in all of the units that were constructed between 2014 and 2021, including installation of central air conditioning, dual pane windows and spray foam wall insulation.

Condition 2: *Petitioner shall grant to the State of Hawaii an avigation easement in the form prescribed by the State Department of Transportation on any portion of the Property subject to noise levels 60 Ldn or greater as determined by the HIA 1987 Ldn Map.*

Progress Report: ***Condition fulfilled.*** On April 3, 1996, a Grant of Avigation and Noise Easements instrument dated February 23, 1996, was recorded as Land Court Document No. 2299688. (A copy of the grant was included as part of the 1996 Annual Report as Appendix 3.)

Condition 3: *Petitioner shall be responsible for implementing sound attenuation measures to reduce noise levels from vehicular traffic in the Property and along Ft. Weaver Road to acceptable levels. Petitioner shall coordinate its actions with the State Department of Health, DOT, and agencies of the City.*

Progress Report: ***Condition fulfilled.*** Petitioner has implemented appropriate sound attenuation measures to reduce noise levels from vehicular traffic affecting property along Ft. Weaver Road within the area reclassified by the Commission under the subject docket, more specifically in the Sun Terra, SummerHill, Lofts, Alii Cove, Carriages, WoodBridge, Sonoma, Prescott, and Makamae communities along Ft. Weaver Road. These measures include setback of residences from the road travel lanes, wall insulation, substantial landscaping, and in more recent years, central air conditioning.

Condition 4: *Petitioner shall contribute to affordable housing opportunities for low, low-moderate, and moderate-income residents in the State of Hawaii to the satisfaction of the City and County of Honolulu. The location and distribution of the affordable housing or other provisions for affordable housing shall be under such terms as may be mutually agreeable between petitioner and the City and County of Honolulu. (Note: On July 13, 1998, the State Land Use Commission approved the deletion of the former Condition No. 4 and the replacement with this new Condition No. 4.)*

Progress Report: Condition fulfilled. In 1992, the Petitioner began developing lands within the area reclassified under the subject docket, following acquisition of the area from the Estate of James Campbell.

As of December 31, 2021, the following projects had been completed, are currently under construction, or are planned for development on the reclassified area:

Area	Type	Project or Increment	Status as of 12/31/2021	Total Units
12	SF	Sun Terra	Completed	451
13	SF Condo	Hu'elani	Completed	101
14 (por)	SF Condo	ParkSide	Completed	144
17	SF	Coral Ridge	Completed	46
18	SF	Summer Hill/ Trovare (Carr Dev.)	Completed	305
19A	SF	Sonoma	Completed	122
19B	SF	Prescott I	Completed	160
20	SF	Prescott II/WoodBridge II	Completed	203
21	SF Condo	CorteBella	Completed	130
21	SF Condo	Terrazza	Completed	167
21	SF Condo	Las Brisas	Completed	181
21	SF Condo	Tiburon	Completed	134
23/24	SF Condo	Lombard Way	Completed	143
23/24	SF Condo	Avalon	Completed	46
24	MF	Suncrest	Completed	64
24	MF	The Shores at Suncrest	Completed	36
26	SF Condo	The Lofts	Completed	45
26	SF Condo	Alii Cove	Completed	157
26	SF Condo	Alii Court	Completed	114
27A	SF	Fiesta Seabreeze	Completed	86
27A & B	SF	Meridian	Completed	57
27B	SF	The Breakers	Completed	79
27C	SF	TBD	Future	20
28A&D	SF	The Carriages	Completed	70
28B&C	SF	WoodBridge I	Completed	89
31	SF	Makamae	Ongoing	150
32	SF Condo	NorthPark	Ongoing	174
51 (por)	SF	Coral Ridge	Completed	43
52 (por)	SF Condo	SEAbriage	Completed	118
			Total	3,635

The affordable units within the project area were developed and sold in compliance with the terms and conditions of a comprehensive Affordable Housing Agreement ("Agreement") executed between the Petitioner and the City and County of Honolulu, Department of Planning and Permitting ("DPP"). The Agreement, dated June 18, 1997, included terms and conditions for carrying out the Petitioner's affordable housing program in the Ewa by Gentry community, based on the requirements set forth in the various unilateral agreements relating to the rezoning of lands in Ewa by Gentry. A copy of the Affordable Housing Agreement dated June 18, 1997, was sent as a supplement to the 1997 Annual Report.

In a letter dated March 16, 2020, DPP confirmed that Petitioner had fulfilled and, in fact, exceeded its affordable housing obligations for Ewa by Gentry. A copy of DPP's letter is included as Appendix B.

Condition 5: *Petitioner shall coordinate, with the Board of Water Supply, the Department of Land and Natural Resources, the Ewa Plain Water Development Corporation, adjoining landowners and developers, and/or other federal, state or county agencies, measures designed to develop water for the Property. Petitioner through its affiliates and together with the other members of the Ewa Plain Water Development Corporation shall develop, at the expense of the Ewa Plain Water Development Corporation, the necessary water source, storage and transmission facilities to provide an adequate supply of potable water to the Property prior to the development of the Property.*

Progress Report: Condition fulfilled. Necessary on-site water facilities have been provided in consultation with the Board of Water Supply (BWS) and have been built in accordance with an approved Water Master Plan. Gentry was a member of the Ewa Plain Water Development Corporation (EPWDC) until it was dissolved. EPWDC was a non-profit corporation responsible for planning, financing, and implementing the construction of regional source development, storage reservoirs, and distribution systems. Major portions of EPWDC's water program (including dedicated source and well facilities, storage and transmission for a water system of 6.72 million gallons per day) have been implemented and were dedicated to BWS in 1991.

Condition 6: *Petitioner shall participate in the funding and construction of transportation improvements at access points to the Property as identified by the State Department of Transportation.*

Petitioner shall also participate with all adjoining landowners and developers on a fair share basis in the funding and construction of other on-site and off-site transportation improvements necessitated by development of the Property and in designs and schedules accepted by and coordinated with the State Department of Transportation, provided that the extent of Petitioner's participation shall not exceed Petitioner's share of the increased community traffic impacts in the Ewa and Central Oahu region, and provided further that, in the event that the City 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 City's impact fee computation.

Such improvements may include, but not be limited to, Geiger Road, Iroquois Point Road and Ft. Weaver Road, improvements to the Kunia Interchange, construction of the proposed north-south road and its accesses to the H-1 freeway and Farrington Highway, and construction of the proposed east-west road to Kapolei Town Center.

Condition 7: *Petitioner shall monitor the traffic attributable to the development proposed on the Property at on-site and off-site locations and shall undertake subsequent mitigative measures that may be reasonably required. These activities shall be coordinated with and approved by DOT.*

Condition 8: *Petitioner shall coordinate its transportation improvements with other landowners and developers in the Ewa region to ensure that all reasonably necessary improvements are operational in consonance with urban development.*

Progress Report (Conditions 6, 7 and 8): Condition fulfilled. Petitioner has participated in the funding and construction of transportation improvements at access points to the Ewa by Gentry community. Construction of Kapolei Parkway through the Ewa by Gentry community was completed in October of 2006, and it now serves as part of a link between the communities of Ewa Beach to the south and the City of Kapolei to the west. Keaunui Drive, a collector road through Ewa by Gentry, has likewise been completed. The area adjacent to Area 40 (Latitudes) was opened to traffic in mid-2007. Geiger Road improvements from Kapolei Parkway to Kalaeloa, including roadway widening, installation of streetlights, sidewalks and bikepaths were completed in 2015. In coordination with the U.S. Navy, State and City, the Petitioner also made improvements to the balance of Iroquois Point Road.

The Petitioner has constructed and will continue to construct other on-site transportation improvements necessitated by the phased development of the project, subject to acceptance by and coordination with the City Department of Planning and Permitting, Traffic Review Branch, and the City Department of Transportation Services.

The Petitioner has also participated with all regional developers and major landowners in the Ewa Highway Master Plan Group (EHMPG) in studying transportation requirements, cost estimates, and timing for transportation improvements throughout the Ewa region. The Ewa Highway Master Plan, jointly commissioned by the State Department of Transportation and the EHMPG and prepared by Kaku & Associates, was the result of this process. The Plan identifies six major highway projects that should be undertaken in the Ewa Region.

In order to address the developers' fair share contribution toward the cost of the transportation improvements listed in the Plan, DOT and the development community worked together to prepare the Ewa Highway Impact Fee Bill and submitted it to the Honolulu City Council in early 2002. The proposal, introduced as Bill 52 (2002), was passed by the City Council and enacted as Ordinance 02-52. It provides that all developments seeking a building permit for residential or non-residential construction will pay a set fee based on a schedule of fees contained in the ordinance. These impact fees will help to pay an estimated twenty percent of the total cost for the needed highway improvements identified in the Ewa Highway Master Plan and could be used as the local match for federal dollars. A copy of Ordinance 02-52 was included with the 2002 Annual Report as Appendix 3.

Since October 30, 2002, when Ordinance 02-52 went into effect, through December 31, 2021, Gentry had paid a total of \$3,042,307.73 in impact fees to help pay for Ewa highway improvements. In addition, Gentry has received credits in the amount of \$1,641,384.00 (894 units) for the development of Kapolei Parkway.

Condition 9: *Petitioner shall appoint a transportation manager whose function is the formation, use and continuation of alternative transportation opportunities that would optimize the use of existing and proposed transportation systems. This transportation manager may provide similar services for Petitioner's other projects in Ewa and Central Oahu.*

In the alternative, Petitioner may participate in a regional program for transportation management with other developers and/or landowners. This program shall address the formulation, use and continuation of alternate transportation opportunities that would optimize the use of existing and proposed transportation systems.

Progress Report: Condition fulfilled. Petitioner was a charter member of the Leeward Oahu Transportation Management Association ("LOTMA"), a regional program for transportation management. In 2005, the Land Use Research Foundation (LURF), was contracted by LOTMA's members to carry out the functions of LOTMA. Though LOTMA as an organization no longer exists, LURF continues to monitor and support alternative transportation-related opportunities on behalf of its members, including Gentry.

Condition 10: *Petitioner shall provide drainage improvements in the Property and shall coordinate off-site improvements with Campbell Estate, Intervenor, adjoining landowners and developers and/or other federal, state or city agencies.*

Progress Report: Condition being fulfilled. Petitioner has continued to provide drainage improvements within the Property and has worked to coordinate off-site improvements with Campbell Estate, adjoining landowners and developers, and the United States Navy, in accordance with applicable federal, state, and city and county requirements. A drainage master plan for Ewa by Gentry-West was approved in October 1991. Portions of this Master Plan were updated in a drainage master plan for Ewa Makai, which was approved by the City on October 26, 2006. A Drainage Master Plan for Ewa by Gentry-East, Phase II and Ewa Makai-East was updated and approved by the City on September 23, 2004.

Petitioner has also participated with area developers in the development of the Kaloi Drainage Corridor and has constructed/is constructing drainage detention improvements within the project area.

Condition 11: *Petitioner shall participate in an air quality monitoring program as specified by the State Department of Health.*

Progress Report: **Condition being fulfilled.** The Petitioner continues to work with the Department of Health to ensure that fugitive construction dust is controlled and that air quality standards are in compliance with Department of Health regulations.

Condition 12: *Petitioner shall participate in a study in coordination with the City and the State Department of Health to assess the odors emanating from the Honouliuli Wastewater Treatment Plant (HWWTP) on the Property. Petitioner shall make the results of such a study available to the State and the City upon its completion.*

Progress Report: **Condition no longer applicable.** The City and County of Honolulu initiated an Odor and Noise Master Plan effort, also known as the Reduction of Odor and Sound Emission (ROSE) program. The effort, through a professional services contract (the consultants were Brown & Caldwell, Kennedy Jenks, and Engineering Solutions), was organized in three phases. Phase I was a brainstorming/scope definition phase. This phase was completed in 2001. Phase II was a training/problem determination/prioritization phase. In this phase, the consultant team conducted a series of workshops to train the City staff in the determination and abatement of odors and noise. A primary effort of this phase was to initiate a monitoring program to determine and evaluate odorous source in the City's wastewater system. This phase was near completion at the end of 2002; however, it was anticipated that the City would expend more time to continue its monitoring efforts. Phase III of the ROSE project, which consisted of planning and design of new odor control facilities, was started in June 2003, but was indefinitely suspended.

In the meanwhile, separate actions were taken to eliminate the odors at Honouliuli WWTP that were unrelated to the ROSE project. The odorous sludge heat-treatment system was replaced by sludge anaerobic digesters. Along with the new anaerobic digesters, additional odor control systems were built. Because the City took the lead in this effort, Petitioner did not conduct another separate study addressing the subject of odors emanating from the HWWTP.

Condition 13: *Petitioner shall connect the wastewater system for the development proposed on the Property to HWWTP. Construction of residential and industrial uses within the Property shall not commence until Petitioner has obtained assurances from the City that the capacity at the HWWTP has been reserved for the development on the Property. Petitioner shall coordinate with the City Department of Public Works and the State Department of Health for the provision of adequate buffer measures, including appropriate land uses, between the development on the Property and the existing HWWTP and any proposed expansion of the HWWTP to minimize noise, odor and other impacts associated with HWWTP.*

Progress Report: Condition fulfilled. Capacity at HWWTP has been reserved for developments proposed in Ewa by Gentry. Petitioner has provided adequate buffer measures, including appropriate land uses. Of note is that the properties adjacent or in proximity to the HWWTP are either in golf course, roadway, or industrial-commercial use, thereby minimizing the impact on residential communities.

Condition 14: *Petitioner shall immediately stop work on the impacted area and contact the State Historic Preservation Office should any archaeological resources such as artifacts, shell, bones, or charcoal deposits, human burial, or rock or coral alignments, paving or walls of historic or prehistoric significance be encountered during the development on the Property.*

Progress Report: Condition fulfilled/being fulfilled. Petitioner has not encountered and is not likely to encounter any archaeological resources in the project area since it was under sugar cane cultivation prior to development. However, should any significant archaeological resource be encountered, the State Historic Preservation Office will be immediately contacted.

Condition 15: *Petitioner shall provide, at no cost to the State, a public school site encompassing six (6) acres, if adjacent to a public park, or eight (8) acres if not adjacent to a public park, as the Department of Education (DOE) may determine to be reasonably necessary to serve the needs of residents of the Property. The school site shall be provided, if there is a need for such site, in a location as may be mutually agreeable to Petitioner and the DOE. As an alternative, Petitioner may provide a share of the cost of classrooms or other educational facilities with the approval of DOE.*

Progress Report: Condition fulfilled. Petitioner has dedicated an eight-acre public school site adjacent to a future public park. Holomua Elementary School has been operational since August 2, 1996.

Condition 16: *Petitioner shall disclose to all initial purchasers (a) possible aircraft noise and vibration and possible odor, air, noise and dust pollution resulting from the Ft. Weaver Road, Barbers Point Naval Air Station, Honolulu International Airport, Honouliuli Wastewater Treatment Plant, and adjoining agricultural operations, (b) the Hawaii Right-To-Farm Act, HRS Chapter 165, which limits the circumstances under which preexisting farm activities on adjacent lands may be deemed a nuisance, and (c)*

existence of the Explosives Safety Zone at West Loch Branch, Naval Magazine, Lualualei, (d) the transport of explosives and munitions on roadways through and in the vicinity of the Property.

Progress Report: Condition fulfilled/being fulfilled. Petitioner has disclosed to all initial purchasers the potentially hazardous conditions described in Condition 16. Included as appendices to previous annual reports were representative sample disclosures provided to initial purchasers of projects which had commenced during the reporting time period. Included as Appendix C-1 and C-2 are sample disclosures provided to purchasers of the two remaining projects in Ewa by Gentry, Makamae and NorthPark, respectively.

Condition 17: *Petitioner shall maintain the alignment of existing cane haul roads or provide alternate cane haul roads pursuant to Petitioner's agreements with Campbell Estate and OSCO to assure uninterrupted agricultural operation of sugarcane cultivation areas.*

Progress Report: Condition fulfilled. OSCO has ceased sugar cultivation operations and is no longer using the cane haul roads that formerly crossed Ewa by Gentry's development area.

Condition 18: *Petitioner shall participate with City and State civil defense agencies, Intervenor, and adjoining landowners and developers in the formulation of an emergency preparedness and evacuation plan for residents of the Property due to the Property's proximity to the Explosive Safety Hazard Zone at the West Loch Branch, Navy Magazine, Lualualei.*

Progress Report: Condition fulfilled. Gentry has participated with and supported the Ewa Emergency Preparedness Committee (Ewa EPC) a nonprofit organization focused on educating 96706 residents to be prepared in case of disasters. The Ewa EPC is made up of local volunteers donating their time to work with the community to better prepare for an "All Hazard Event" (i.e. natural disasters such as hurricanes or man-made disasters such as terrorist attacks).

Additionally, Gentry has worked with the City and State civil defense agencies in the installation of civil defense warning sirens. Based on recommendations of the two agencies, a siren was installed in Ewa by Gentry near the Coral Creek Golf Course and it has been operational since March 2003. The installed siren is a solar powered Federal Signal MC6024 with 3 each 121 DBc directional speaker arrays. In addition, a second civil defense warning siren was installed in Ewa Makai-East and has been operational since August 2005. The siren was constructed to the satisfaction of the State and City civil defense agencies.

Condition 19: *Petitioner shall establish a forty-(40) foot setback along the existing railroad right-of-way in a manner compatible with City Ordinance No. 84-94.*

Progress Report: Condition fulfilled. Petitioner has established a 40-foot setback along the existing railroad right-of-way compatible with City Ordinance No. 84-94 for all affected portions of the Property.

Condition 20: Petitioner shall not place along Geiger or Iroquois Point Roads or at the intersection of any road with these two roadways any obstruction which would hinder aircraft towing along these two roadways in order to maintain an obstruction-free corridor 80 feet in width and 25 feet in height along these roadways.

Progress Report: Condition fulfilled. Petitioner has complied with the Navy's requirements for an obstruction-free corridor in its plans for improvement of Geiger Road and Iroquois Point Road.

Because of the Barbers Point Naval Air Station's closure, aircrafts that were formerly towed along Geiger Road have been decommissioned at the Air Station and, as a result, the wide rights-of-way are no longer being used by the Navy for the intended purposes. Regardless, improvements were made to accommodate the required rights-of-way.

Condition 21: Petitioner shall coordinate with the Department of the Navy to assure that any work in the vicinity will not damage or in any way limit access to utility, communication or fuel lines.

Progress Report: Condition fulfilled. Petitioner coordinated with the Navy on all proposed work in the vicinity of Navy utility, communication or fuel lines.

Condition 22: Petitioner shall construct no road which enters from the Property onto Geiger or Iroquois Point Roads within 200 feet of any Navy installation's boundary.

Condition 23: Petitioner shall install a fence or other structure along the eastern boundary of the Property to minimize residents' inadvertent entrance into the Explosives Safety Zone, which commences at the Property's eastern boundary, with the western boundary of Naval Magazine Lualualei West Loch Branch.

Progress Report (Conditions 22 and 23): Condition fulfilled. The Petitioner has installed 6' high fencing along the eastern boundary of Ewa by Gentry. Petitioner has also complied with Navy requirements relating to construction of roads entering Geiger or Iroquois Point Roads within 200 feet of any Navy installations boundary.

Condition 24: Petitioner shall complete the development on the Property in substantial compliance with the representations made before the Commission.

Progress Report: Condition fulfilled. Petitioner has developed Ewa by Gentry in substantial compliance with representations made before the Commission.

Condition 25: *Petitioner shall notify the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Property prior to visible commencement of construction on the Property; provided, however, that Petitioner may transfer ownership in the Property to an affiliate or in a manner consistent with prior representations to the Commission, and may mortgage the Property at any time without notice to the Commission.*

Progress Report: Condition fulfilled. The Petitioner has complied with this condition by notifying the Commission of the sale of lands in the Property to Stanford Carr Development Corporation and to Coral Creek Golf, Inc. Petitioner has also recently notified the Commission of the sale of lands in the Property to Avalon Ewa Industrial LP. A copy of the notification letter is included as Appendix D.

Condition 26: *Petitioner shall provide annual reports to the Land Use Commission, the Office of State Planning, and the City and County of Honolulu, Department of General Planning in connection with the status of the subject project and the Petitioners' progress in complying with the conditions imposed.*

Progress Report: Condition fulfilled/being fulfilled. In the past, reports were submitted annually to the agencies listed above; however, reports have been more sporadic as conditions have been fulfilled. This report has been prepared to provide a current status of the subject project and Gentry's progress in complying with the conditions imposed.

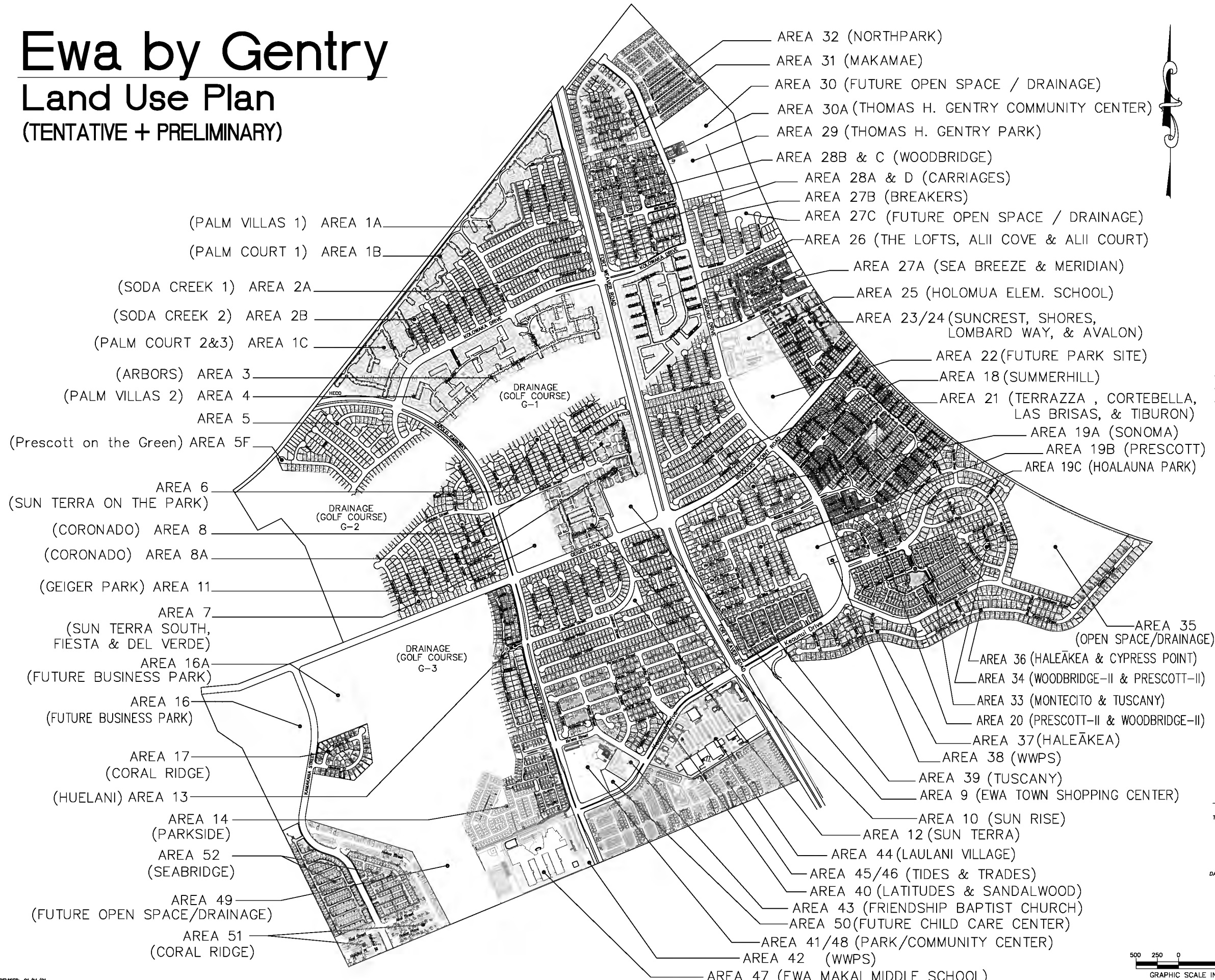
Condition 27: *The Commission may fully or partially release these conditions as to all or any portion of the property upon timely motion and upon the provision of adequate assurance of satisfaction of these conditions by the Petitioner.*

Progress Report: The Petitioner will be filing a motion to release the conditions provided herein that have been satisfied, along with adequate proof of satisfaction of those conditions.

Ewa by Gentry

Land Use Plan

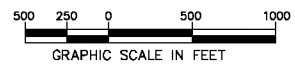
(TENTATIVE + PRELIMINARY)



ACREAGE & UNITS

PARCEL	PRODUCT TYPE	ACRES	UNITS
AREA 1A	MULTI-FAMILY	15.39	352
AREA 1B	MULTI-FAMILY	4.70	88
AREA 1C	MULTI-FAMILY	16.70	312
AREA 2A	SINGLE FAMILY	41.88	413
AREA 2B	SINGLE FAMILY	4.52	46
AREA 3	MULTI-FAMILY	21.44	289
AREA 4	MULTI-FAMILY	15.67	384
AREA 5	SINGLE FAMILY	26.63	193
AREA 5F	SINGLE FAMILY	1.06	6
AREA 6	SINGLE FAMILY	23.22	182
AREA 7	SINGLE FAMILY	37.07	289
AREA 8	MULTI-FAMILY	5.53	156
AREA 8A	MULTI-FAMILY	3.86	100
AREA 9	COMMERCIAL	6.67	---
AREA 10	MULTI-FAMILY	11.71	408
AREA 11	PARK SITE	10.07	---
AREA 12	CLUSTER	52.06	451
AREA 13	MULTI-FAMILY	12.55	101
AREA 14	SINGLE FAMILY - CONDO	22.62	235
AREA 16	FUTURE BUSINESS PARK	29.29	---
AREA 16A	FUTURE BUSINESS PARK	11.68	---
AREA 17	SINGLE FAMILY	7.37	46
AREA 18	SINGLE FAMILY	39.10	305
AREA 19A	SINGLE FAMILY	22.70	129
AREA 19B	SINGLE FAMILY	22.20	153
AREA 19C	PARK SITE	9.22	---
AREA 20	SINGLE FAMILY	34.20	203
AREA 21	SINGLE FAMILY-CONDO	50.33	612
AREA 22	FUTURE PARK SITE	12.05	---
AREA 23/24	MULTI-FAMILY/SF-CONDO	16.39	289
AREA 25	SCHOOL SITE	8.02	---
AREA 26	SINGLE FAMILY-CONDO	24.62	316
AREA 27A	SINGLE FAMILY	13.37	109
AREA 27B	SINGLE FAMILY	14.26	113
AREA 27C	FUTURE OPEN SPACE	7.51	---
AREA 28A & D	SINGLE FAMILY	12.14	70
AREA 28C & B	SINGLE FAMILY	15.50	89
AREA 29	PARK SITE	6.00	---
AREA 30	FUTURE OPEN SPACE	14.97	---
AREA 30A	COMMUNITY CENTER	0.80	---
AREA 31	SINGLE FAMILY	24.00	150
AREA 32	SINGLE FAMILY - CONDO	14.67	174
AREA 33	SINGLE FAMILY - CONDO	22.09	240
AREA 34	SINGLE FAMILY	9.45	57
AREA 35	OPEN SPACE	23.94	---
AREA 36	SINGLE FAMILY	25.60	133
AREA 37	SINGLE FAMILY	14.22	68
AREA 38	PUMP STATION	0.20	---
AREA 39	SINGLE FAMILY - CONDO	12.04	116
AREA 40	SINGLE FAMILY	42.53	285
AREA 41/48	PARK & COMM. CTR.	7.28	---
AREA 42	PUMP STATION	0.36	---
AREA 43	FRIENDSHIP BAPTIST CHURCH	2.00	---
AREA 44	FUTURE COMMERCIAL	20.00	---
AREA 45/46	SINGLE FAMILY - CONDO	35.02	396
AREA 47	SCHOOL SITE	18.67	---
AREA 49	OPEN SPACE	13.94	---
AREA 50	FUTURE CHILD CARE CENTER	0.92	---
AREA 51	SINGLE FAMILY	20.33	132
AREA 52	SINGLE FAMILY - CONDO	22.80	277
EWA BY GENTRY TOTAL		1,035.23	8,467
TOTAL ACREAGE DOES NOT INCLUDE MAIN ROADS OR LANDSCAPE AREAS			
G-1	GOLF COURSE	31.34	---
G-2	GOLF COURSE	58.94	---
G-3	GOLF COURSE	102.27	---

DATA UPDATED 01/11/21

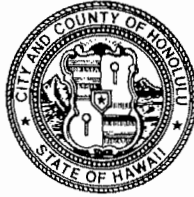


2022

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

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KIRK CALDWELL
MAYOR



KATHY K. SOKUGAWA
ACTING DIRECTOR

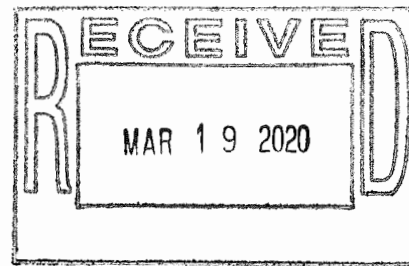
TIMOTHY F. T. HIU
DEPUTY DIRECTOR

EUGENE H. TAKAHASHI
DEPUTY DIRECTOR

March 16, 2020

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

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



Dear Ms. Luning:

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

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

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

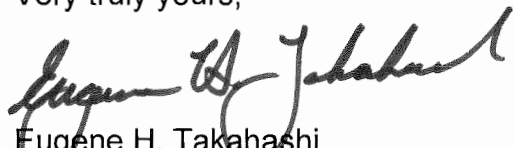
Ms. Debra M. A. Luning
March 16, 2020
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To make up for the shortage of 72 credits in the 140 percent AMI group, 46 units from the 120 percent AMI group and 26 AH units from the 80 percent AMI group were transferred, resulting in an excess of 237 AH credits in the 80 percent AMI group. Out of these 237 AH units, ten units have been used to fulfill the AH requirement for Keali'i by Gentry, resulting in an overall balance of 227 excess AH credits.

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

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

Very truly yours,



Eugene H. Takahashi
Deputy Director

EHT:tc

Return by Mail () Pickup () To:

TOTAL NUMBER OF PAGES: _____

Document Title:	Deed and Additional Restrictions
Grantor:	GENTRY HOMES, LTD., a Hawaii corporation
Grantee(s):	«FullName1» «FullName2»
Grantee(s)' Address:	«Address» Ewa Beach, Hawaii 96706
Property Description:	Lot No. «UnitLot», DPP File No. 2018/SUB-11 [Makamae - Ewa by Gentry, Area 31, Inc. 1]

TMK No. (1) «TMK»

DEED AND ADDITIONAL RESTRICTIONS

THIS DEED is made on _____, by and between GENTRY HOMES, LTD., a Hawaii corporation, the "Grantor", and «FullName1» and «FullName2», «Buyer», whose address is «Address», Ewa Beach, Hawaii 96706, collectively, the "Grantee".

WITNESSETH:

THAT the Grantor, in consideration of TEN DOLLARS (\$10.00) and other valuable consideration to it paid by the Grantee, receipt of which is hereby acknowledged, and of the Grantee's covenants set forth below, does hereby grant, bargain, sell and convey unto the Grantee, as «Tenancy», the property described in the attached Exhibit "A", which is a part of this Deed (the "Property").

TO HAVE AND TO HOLD the same, together with the rents, issues and profits from the Property, the improvements on the Property, and the tenements, rights, easements, privileges and appurtenances belonging or appertaining or held and enjoyed as part of the Property, unto the Grantee, according to the tenancy set forth above, absolutely and forever and in fee simple, subject, however, to the liens and encumbrances described in Exhibit "A".

RESERVING, HOWEVER, unto the Grantor, and its successors and assigns, easements for electrical, gas, communications, landscaping and other utility purposes, and for sewer, drainage and water facilities over, under, across, along and through the Property, together with the right to grant to the State of Hawaii, City and County of Honolulu, Board of Water Supply of the City and County of Honolulu, the Ewa by Gentry Community Association and any other appropriate governmental agency, public utility or other corporation, association, partnership, individual or entity, easements for any such purposes over, under, across, along and through the Property, under the usual terms and conditions required by the grantee of such easement rights.

AND the Grantor, for itself and its successors, covenants with the Grantee that it is lawfully seized in fee simple of the Property and has good right to sell and convey the same in the manner set forth in this Deed; that the Property is free and clear of all encumbrances, except as set forth in this Deed and real property taxes for the current year which are to be prorated as of the date of closing; and that it will and its successors shall WARRANT AND DEFEND the same unto the Grantee forever against the lawful claims and demands of all persons, except as otherwise set forth in this Deed.

AND the Grantee, for the Grantee and the Grantee's heirs and assigns, accepts and approves the Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions (the "Declaration") and the Declaration of Restrictive Covenants (Zero Lot Line) (the "Restrictive Covenants"), as described in Exhibit "A", and covenants and agrees, as a covenant running with the land, to pay all assessments and to observe and perform all of the other terms and conditions contained in the Declaration and the Restrictive Covenants to be observed and performed by an owner.

AND, in consideration of the foregoing, the Grantee, for the Grantee and the Grantee's heirs, personal representatives, successors and assigns, covenants and agrees, as covenants running with the land, to and with the Grantor, its successors and assigns, as follows:

1. Owner-Occupancy Requirement. The Grantee covenants and agrees that the Grantee will occupy and use the Property as the Grantee's primary residence for at least three hundred and sixty-five (365) consecutive days from the date of recordation of this Deed (the "three hundred and sixty-five (365) day period"). The Grantor shall have the right to verify from time to time that the Grantee is occupying and using the Property as the Grantee's primary residence for the three hundred and sixty-five (365) day period. If Grantee does not occupy the Property as Grantee's primary residence for the three hundred and sixty-five (365) day period, then Grantor shall have the right (but not the obligation) to repurchase the Property for an amount equal to the original purchase price of the Property. If Grantee resells the Property within the three hundred sixty-five (365) day period, then Grantor shall be entitled to recover from Grantee an amount equal to the price the Grantee received for the Property (or the fair market value of any consideration received if other than cash), minus the original purchase price of the Property. This owner-occupancy requirement shall automatically expire three hundred and sixty-five (365) days from the date of recordation of this Deed without any further recordation of any documents in the Bureau of Conveyances of the State of Hawaii. The terms of this paragraph shall not apply to (a) any institutional lender or institutional investor (including any successor or assignee) who holds a mortgage covering the Property or who takes title to the Property upon foreclosure or by way of deed in lieu of foreclosure or otherwise, or (b) any owner or holder of the Property who is in the chain of title subsequent to such institutional lender or institutional investor.

2. Joinder in Grants of Easements. The Grantee, for the Grantee and the Grantee's heirs and assigns, does hereby covenant and agree to join in any grant by the Grantor, its successors or assigns, to the State of Hawaii, City and County of Honolulu, Board of Water Supply of the City and County of Honolulu, the Ewa by Gentry Community Association or any other appropriate governmental agency, or public utility or other corporation, association, partnership, individual or entity, of easement rights as provided in this Deed, and agrees on request to confirm any such grant.

3. Activities, Events and Conditions Affecting MAKAMAE. The Grantee understands and acknowledges that there are certain activities, events and conditions on or about or near MAKAMAE By Gentry ("MAKAMAE ") and the Property (collectively "Activities, Events and Conditions affecting MAKAMAE ") including the following:

(a) Ongoing Construction and Sales Activity. The Grantee acknowledges and agrees that construction and sales activity by the Grantor will continue both in MAKAMAE and in neighboring areas even after the Grantee occupies the Property. The roadways in and around the Property will be used by construction vehicles for ingress and egress to and from the construction sites, as well as to land to and from the adjacent property owned by DR Horton – Schuler Homes LLC or any of its subsidiaries ("DR Horton"). This will result in noise, dust and increased traffic in and around the Property for a period of time. Care must be taken around construction sites, as certain hazardous conditions relating to the construction may exist for a period of time. Also, development of the areas around MAKAMAE will cause dust in and around the Property for several years as development in the area continues. The Grantee

understands that the Grantor and DR Horton will make efforts to minimize dust but that it is an inevitable result of the ongoing construction.

(b) Surrounding Areas. MAKAMAE is bordered on its Wai'anae side by Fort Weaver Road and its makai side by the Woodbridge by Gentry community. Ewa and mauka of MAKAMAE lies undeveloped land that will be used in the future for residential purposes and a future drainage facility owned and maintained by DR Horton or its designee(s). Near the Ewa side of MAKAMAE is additional undeveloped land that is planned for a future drainage facility. This area will collect water runoff from the surrounding communities and will be managed and maintained by the Ewa by Gentry Community Association. There may be pests, such as cockroaches, centipedes and rodents associated with the proximity to these areas. Construction of these undeveloped areas will create dust, noise, increased traffic and certain hazardous conditions that will exist for a period of time.

(c) Traffic. Fort Weaver Road is a major thoroughfare for Ewa and Ewa Beach residents traveling to or from the H-1 Freeway. Commuters will experience delays on Fort Weaver Road and on roads feeding into it, particularly during peak morning and evening hours. Keaunui Drive is a feeder road and is currently being improved. These improvements may cause delays and contribute to increased traffic in and around MAKAMAE.

(d) Aircrafts. MAKAMAE is located in the vicinity of the Honolulu International Airport and Kalaeloa Airport (the former Barber's Point Naval Air Station), both of which are owned and operated by the State of Hawaii. Grantee is aware that there will be noise from planes passing overhead or nearby. The 2003 (Existing) Base Year Noise Exposure Map of the Honolulu International Airport Master Plan shows MAKAMAE located in an area subject to noise levels exceeding 55 Dnl.

(e) Honouliuli Wastewater Treatment Plant and Leeward Refuse Base Station. MAKAMAE is located near the Honouliuli Wastewater Treatment Plant, which generates odors. This site may be expanded in the future to accommodate increased usage and/or to establish a Leeward Refuse Base Station. The station may include one or more of the following: an administrative office, locker room, cart storage shed, parking, or other support facilities for the City and County of Honolulu's Department of Environmental Services Refuse Division.

(f) Irrigation Water. Water used to irrigate the common area landscaping in the Ewa by Gentry community, including MAKAMAE, will come from either a nonpotable well service or may be from reclaimed water from the Honouliuli Wastewater Treatment Plant. Any reclaimed water is required to be treated according to Department of Health guidelines.

(g) Mold. Mold and mold spores are present throughout the environment, and residential home construction is not, and cannot be, designed to exclude mold spores. All mold is not necessarily harmful, but certain strains of mold have been shown to have adverse health effects in susceptible persons. Moisture is the only mold growth factor that can be controlled in a residential setting. The Grantee should take positive steps to reduce or eliminate the occurrence of moisture in and around the house upon the Property. The Grantor is not responsible for any mold or mold spores present in the environment or in the house upon the Property.

(h) Navy Land. MAKAMAE is located in the vicinity of the West Loch Branch of the Lualualei Naval Magazine ("West Loch") which in the event of military action may be a sensitive area. The Navy has denoted an area east of MAKAMAE as an Explosive Safety Hazard Zone in connection with munitions which may be loaded onto ships at West Loch. The Navy has represented that the boundary of said area represents the probable limit of any impact on the adjacent community. This area, which extends to West Loch, will have restricted development required by the Navy. The Navy has leased portions of this area for agricultural use, which will create dust and noise. Because this area is undeveloped, there will also be pests, such as cockroaches and rodents, for a period of time. Geiger Road and Iroquois Point Road may also be used by the Navy to transport aircraft and munitions.

(i) Agriculture. MAKAMAE is located upon land previously used for the cultivation of sugar cane. Chemicals used in connection with the former agricultural use of the property may have come into contact with the soil. Land near MAKAMAE may continue to be used for the cultivation and harvesting of agricultural products. Specifically, the Navy has leased a portion of the land described in Paragraph 3 (h) [Navy Land] above for agricultural use, which will create dust and noise. This area will also be subject to periodic spraying or other treatment of the area with pesticides, insecticides, herbicides, fungicides and fertilizers. Crops may be burned when seasonally appropriate. The Grantee acknowledges that the Hawaii Right-to-Farm Act (H.R.S. Ch. 165) and Hawaii law limit the types of farm activities that may be deemed a nuisance.

(j) Undetermined Flood Hazard Zone. The Federal Emergency Management Agency ("FEMA") has determined that MAKAMAE is located in an area labeled Zone D on Flood Insurance Rate Map No. 15003C0328G. Areas labeled Zone D are areas in which flood hazards are undetermined, but possible. Grantee should consult Grantee's lender as to any requirements regarding flood insurance that may or may not result from the rating shown on the above referenced flood insurance rate map.

(k) City and County of Honolulu Affordable Housing Requirements. Many homes in the Ewa by Gentry community have been developed to meet the City and County of Honolulu's (the "City's") affordable housing requirements. Homes that meet the City's definition of "affordable" are or will be located in various communities throughout Ewa by Gentry. Some of the homes in the Coronado and Palm Villas condominium communities are subject to shared appreciation and buy/back provisions and rental restrictions associated with the City's affordable housing requirements, and there may be other communities that will be developed in the future in Ewa by Gentry that will have similar restrictions.

(l) Real Property Values. Grantee represents that Grantee has conducted Grantee's own independent investigation of the housing market in Hawaii, the community and the Property and has made Grantee's own determination of the value of the Property based on Grantee's knowledge and investigation of the market, the community and the Property. Grantee understands that the purchase price of the Property may be more or less than the actual value of the Property and that an appraisal of the Property may conclude that the value of the Property is more or less than the purchase price of the Property.

Grantee understands and acknowledges that there are several different loan programs available to different types of buyers, including loans offered by various government agencies such as the Veterans Administration ("VA"), the United States Department of Agriculture ("USDA") and the Federal Housing Administration ("FHA"). These loan

programs offered through VA, USDA, FHA and other government agencies often require either no down payment or down payments that are less than twenty percent (20%) of the purchase price of the real property. Loans made through this type of financing are considered to be inherently more risky to the lender, compared to other types of loans which require a down payment of twenty percent (20%) or more of the purchase price, and as a result, the appraisals done for these types of loans tend to be more conservative (meaning that the appraised values are often lower than the purchase price of the real property being purchased).

Grantor makes no representations as to the type of loans buyers of homes in MAKAMAE and neighboring communities will obtain. Grantee understands that lenders for buyers in MAKAMAE and neighboring communities may have different requirements than Grantee's lender, including but not limited to the type of required down payment.

Grantee represents that Grantee has not relied on any acts or statements made by Grantor, Gentry HomeLoans, LLC or their affiliates, or any of their respective officers, directors, employees, agents, successors and assigns in deciding whether or not the purchase price of the Property reflects the value of the Property. Grantee understands and acknowledges that real property values can rise and fall based upon the housing market and other economic factors independent from any person's or entity's control. Grantee hereby waives and releases any claim against Grantor, Gentry HomeLoans, LLC, their affiliates and their respective officers, directors, employees, agents, successors and assigns relating to the relationship of the value of the Property to the purchase price of the Property, or any decrease or fluctuation in the value of the Property from and after the date of recordation of this Deed.

(m) Acknowledgement and Acceptance of Disclosures. BY EXECUTION OF THIS DEED, GRANTEE HEREBY WAIVES ANY RIGHTS, CLAIMS OR ACTIONS WHICH GRANTEE MAY HAVE NOW OR WHICH MIGHT ACCRUE IN THE FUTURE AGAINST GRANTOR AS A RESULT OF ANY DAMAGE TO GRANTEE'S REAL OR PERSONAL PROPERTY, ANY INCONVENIENCE, ANNOYANCE OR NUISANCE CAUSED BY ANY SUCH ONGOING ACTIVITIES, EVENTS AND CONDITIONS.

The Grantee acknowledges and understands that such Activities, Events and Conditions affecting MAKAMAE (including everything described above) may result in unpleasant odors, surface water runoff, noise, dust, smoke vibration, and other nuisances, disturbances or hazards to persons and property on or within the Property or loss of market value of the Property. The Grantee represents and warrants to the Grantor that the Grantee, in the Grantee's sole discretion, has determined that the benefits of owning and enjoying the Property outweigh such detriments and risks. The Grantee hereby covenants and agrees to assume all risks of impairment of the use and enjoyment of the Property, loss of market value of the Property, and property damage or personal injury arising from such Activities, Events and Conditions affecting MAKAMAE. The Grantee, for the Grantee, the Grantee's heirs, personal representatives and assigns, agrees to indemnify, defend and hold harmless the Grantor, the Thomas H. Gentry Trust, a California Trust dated February 11, 1986, as amended, and related entities, Gentry HomeLoans, LLC, the Trustees under the Will and of the Estate of James Campbell, Deceased, and Oahu Sugar Company, Limited, DR Horton, the State of Hawaii and Coral Creek Golf, Inc., Seibu Hawaii, Inc., Seibu Railway Co., Ltd., Hawaii Prince Hotel Waikiki Corp., Hawaii Prince Hotel Waikiki LLC and any future owner and/or operator of the golf courses, and their respective officers, directors, employees, agents, successors, successors-in-trust, and assigns from any and all liability, claims, losses, damages, or expenses, including attorneys' fees, arising from such impairment of the use and enjoyment of the Property, loss of

market value of the Property, or property damage or personal injury to the property or person of the Grantee, or the Grantee's tenants, lessees, family, servants, guests, invitees, licensees, agents, employees, or other persons who may use the Property. However, the person or entity whose actions or omissions are the direct cause of any damage to the Grantee shall be responsible for the consequences of its own gross negligence, willful misconduct or violation of applicable law. The Grantee hereby irrevocably agrees to suffer and permit all actions and consequences incident to the Activities, Events and Conditions affecting MAKAMAE described above. The agreement to indemnify, hold harmless and defend set forth in this paragraph shall not be applicable to, and shall not extend to obligate (a) any institutional lender or investor (including any successor or assignee) who holds a mortgage covering the Property or who takes title to the Property upon foreclosure or by way of deed in lieu of foreclosure or otherwise, or (b) any owner or holder of the Property who is in the chain of title subsequent to such institutional lender or investor.

4. Building Restrictions. The Grantee acknowledges and agrees that the Grantor, as the developer of MAKAMAE, has a continuing interest in the manner in which the Property is improved and maintained, and covenants and agrees as follows:

(a) Restrictions. The Grantee will not make any future additions or alterations to the Property except in compliance with the requirements of the Declaration, the Restrictive Covenants and this Deed, which include, but are not limited to, the following restrictions:

- (i)** Any future additions or alterations to the house on the Property or the Property itself will require the review and approval of the Ewa by Gentry Community Association Design Committee (the "Design Committee") and the Department of Planning and Permitting of the City and County of Honolulu (the "City");
- (ii)** The City requires that permits for fences, walls and other structures within the maintenance easement require the signature of both the owner upon whose lot the easement is located and the owner of the abutting lot in whose favor the maintenance easement runs;
- (iii)** No dwelling unit shall be permitted within ten (10) feet of any other house;
- (iv)** The owner of the lot upon which the maintenance easement is located must obtain the agreement from the owner in whose favor the maintenance easement runs that the landscaping within the maintenance easement does not interfere with maintenance, construction and repair of the house that abuts the property line;
- (v)** No less than fifteen (15) feet or fifty percent (50%) of the total length of the house (excluding garages) shall be located contiguous to the zero lot line;
- (vi)** The roof eaves of Grantee's house may extend over the maintenance easement no more than thirty (30) inches.

(b) **Planter Strip.** The planter strip is the portion of the sidewalk that is reserved for live ground cover and street trees. Both the planter strips and the sidewalks are part of the roadway lots that are intended to be public rights of ways and will eventually be owned by the City and County of Honolulu (the "City"). As a result, anything placed or planted in the planter strips must match the City's approved plans for MAKAMAE. The Grantor has planted the planter strip to match the City's approved plans for MAKAMAE. The Grantee understands and agrees that the Grantee may not change, add or remove any street trees planted by the Grantor. Grass should be the only ground cover planted in the planter strip. The Grantor has applied grass seeds to the planter strip. If, for whatever reason, the grass does not live, the Grantee must replant the planter strip with grass only.

The Grantee understands and agrees that the Grantee will be responsible for maintaining the planter strip or a portion thereof that is located between the Property boundary and any street bordering the Property as outlined in this section. The planter strip can be located in the front, side or back of the Property. Some planter strips are substantially larger than other planter strips located in MAKAMAE.

The Grantee will be responsible for watering, fertilizing, weeding and cutting the grass located in the planter strip. The Grantee will also be responsible for watering and fertilizing the street trees in the planter strip adjacent to the Property. The Grantor will be responsible for any necessary tree trimming until the roadways are conveyed to the City and County of Honolulu. The Grantee is not allowed to trim any of the street trees. Once the roadways are turned over to the City, the City will be responsible for any necessary tree trimming. Except for tree trimming, all such street trees are the Grantee's sole responsibility, including any damage caused by the trees or plantings. The Grantee shall replace any dead or removed trees in the planter strips with the same species of tree.

(c) **Street Parking.** The streets in MAKAMAE will be owned by Grantor for a period of time. It is Grantor's intent to convey the streets in MAKAMAE to the City. As a result, the streets have been built to the City's specifications. All City rules and regulations, including but not limited to, Chapter 15 (Traffic Code) of the Revised Ordinances of Honolulu, shall apply to the operation of motor vehicles on the streets of MAKAMAE just as though the streets of MAKAMAE were already a part of the public streets of the City and County of Honolulu.

5. **Use Restrictions.** The Grantee covenants and agrees that the Property shall be used exclusively for residential purposes only and shall be subject to the provisions of the Declaration pertaining to use.

The primary use of each houses' garage is for the parking of vehicles (including boats). Grantee may use the garage for incidental storage, provided that this incidental use does not interfere with the primary use of the garage. Interference would be determined to have occurred if Grantee is not parking in the garage all of Grantee's vehicles that will fit in the garage.

6. **Maintenance Easements.**

a. **Property's Maintenance Easement.** If a maintenance easement has been granted to the Grantee as part of this Deed, then the following will apply:

The Property's Maintenance Easement (which is located on adjacent land) shall be for the purposes of constructing, maintaining, repairing and having access to the fence and the portion of the house abutting the Property boundary only. Grantee may also use the

Property's Maintenance Easement for reasonable drainage of water from the Property over, upon and across the Property's Maintenance Easement and for permitting the eaves and gutters of the house on the Property to extend over the abutting property at heights no less than and at extension distances no greater than the original construction, provided that eaves and gutters shall not cause excess water runoff and drainage into the Property's Maintenance Easement that would result in erosion of that area. The Property's Maintenance Easement shall not be sold, mortgaged, leased, rented or otherwise granted or conveyed separate or apart from the Property. Grantee shall also have reasonable rights of access over, upon and across the aforementioned adjacent land if said rights are necessary in order to access the Property's Maintenance Easement in accordance with these provisions. **If no Property's Maintenance Easement has been granted as part of this deed, then this Section 6(a) shall not apply.**

The grant of the Property's Maintenance Easement as set forth in this Deed shall be subject to a reservation to the owner of the property on which the Maintenance Easement is located for use of the Property's Maintenance Easement for visual, aesthetic and recreational purposes, including the installation of landscaping, subject to the restrictions and covenants set forth in this Deed and in the Declaration and Restrictive Covenants.

b. Neighbor's Maintenance Easement. If the Grantor has reserved the right in this Deed to grant to adjacent land a maintenance easement located on the Property (the "Neighbor's Maintenance Easement") as described in Exhibit "A", then the following will apply:

The owner of the adjacent property shall have the right to use the Neighbor's Maintenance Easement (i) for constructing, maintaining, repairing and having access to the fence and the portion of the house abutting the property boundary only; (ii) for reasonable drainage of water over, upon and across the Neighbor's Maintenance Easement; and (iii) for permitting the eaves and gutter, if any, of the house constructed on the adjacent property to extend over the Property's Maintenance Easement at heights no less and extension distances no greater than the original construction; provided that eaves and gutters shall not cause excess water runoff and drainage into the Neighbor's Maintenance Easement that would result in erosion in that area. The owner of the adjacent property shall also have reasonable rights of access over, upon and across the Property if said rights are necessary in order to access the Neighbor's Maintenance Easement in accordance with these provisions.

Grantee shall not:

- (i) Keep or allow any trash, waste, rubbish or containers for trash, waste or rubbish on any portion of the Neighbor's Maintenance Easement, nor shall Grantee allow any open uncontained fire on the Neighbor's Maintenance Easement;
- (ii) Use or attach anything to any wall, fence or other structure that is located on the boundary of the Neighbor's Maintenance Easement (a "boundary fence or structure");
- (iii) Do any landscaping or grading that would tend to prevent proper drainage of the Property or adjacent property, or that would promote soil erosion, attract termites or other insects, or undermine support for the foundation of any boundary fence or structure;

- (iv) Place or permit the accumulation of soil or fill material against any boundary fence or structure to a height that exceeds original building permit grading specifications;
- (v) Permit any trees, shrubbery or other vegetation to grow on the Neighbor's Maintenance Easement that would cause damage to or interfere with the maintenance or repair of any boundary fence or structure;
- (vi) Cause any damage to any utility lines located within the Neighbor's Maintenance Easement, if any, or interrupt or interfere with the maintenance or repair thereof;
- (vii) Cause any offensive contact (including any pounding or bouncing of objects) with any boundary fence or structure, or allow any activity by household pets or other animals that would tend to cause damage to or undermine support for any boundary fence or structure; and
- (viii) Construct or install any structure or undertake any grading or fill or any other activity on the Neighbor's Maintenance Easement that violates any applicable governmental statute, ordinance, rule or regulation, the Declaration or the Restrictive Covenants.

If no Neighbor's Maintenance Easement has been granted as part of this Deed, then this Section 6(b) shall not apply.

7. Remedies. The violation or breach of any of the covenants, conditions, agreements or restrictions contained herein shall give the Grantor the right to prosecute a proceeding at law or in equity against the Grantee to prevent or enjoin the Grantee from violating or breaching any of the covenants, conditions, agreements or restrictions, or to cause said violation or breach to be remedied, or to recover damages or other remedies available for such violation or breach. In any legal or equitable proceeding for the enforcement of or to restrain the violation or breach of any provision herein or to obtain damages or other suitable remedy, the prevailing party shall be entitled to recover such attorneys' fees and costs as may have been incurred by the Grantor in enforcing its rights hereunder.

8. Covenants Running with the Land; Duration. Each and all of the Grantee's covenants, agreements, conditions and restrictions contained in Sections 2 through 7 above are perpetual and intended to run with the land in favor of the Grantor, its successors and assigns, and are expressly binding upon the Property, and each portion thereof, and each successive owner of the Property and each person having any right, title or interest in the Property or any portion thereof, unless and until the Grantor shall relinquish and permanently waive any of its rights under Sections 2 through 7, but only with respect to the specific rights waived, as evidenced by the recordation of a written notice of such waiver in said Bureau.

9. Definition of Terms. The terms "Grantor" and "Grantee", as and when used herein, or any pronouns used in place thereof, shall mean and include the masculine, feminine or neuter, the singular or plural number, individuals, partnerships, trustees or corporations and their and each of their respective heirs, personal representatives, successors,

successors-in-trust and assigns, according to the context thereof. All covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless a contrary intention is clearly expressed.

10. Counterpart Signature Pages. This Deed and Additional Restrictions may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Remainder of page intentionally left blank. Signature blocks immediately follow on next page.]

IN WITNESS WHEREOF, the undersigned have executed this deed as of the day and year first above written.

«FullName1»

«FullName2»

[MAKAMAE (Area 31, Inc. 1), Lot No. «UnitLot»]

"Grantee"

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

On _____, before me personally appeared «**FullName1**», to me known to be the person described in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's free act and deed.

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

(Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Deed and Additional Restrictions (Makamae: «Address», Ewa Beach, HI 96706)

Document Date: _____

No. of Pages: _____

Jurisdiction: First Circuit

Signature of Notary Date of Notarization and
 Certification Statement

Printed Name of Notary

(Stamp or Seal)

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

On _____, before me personally appeared «**FullName2**», to me known to be the person described in and who executed the foregoing instrument and acknowledged that such person executed the same as such person's free act and deed.

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

(Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Deed and Additional Restrictions (Makamae: «Address», Ewa Beach, HI 96706)

Document Date: _____

No. of Pages: _____

Jurisdiction: First Circuit

Signature of Notary Date of Notarization and
 Certification Statement

Printed Name of Notary

(Stamp or Seal)

EXHIBIT "A"

All of that certain parcel of land (being a portion of Lot 302-A-1-B-1, as shown on Map 790 and Lot 13468, as shown on Map 1053, Land Court Application No. 1069 of the Trustees of under the Will and of the Estate of James Campbell, deceased, having been deregistered and recorded in the Bureau of Conveyances of the State of Hawaii as Document Nos. A-72230928 and A-72720473, respectively), situate, lying and being at Honouliuli, District of Ewa, City and County of Honolulu, State of Hawaii, being Lot ____ of the "Ewa by Gentry Area 31, Increment 1 Subdivision", as shown on map dated July 2, 2019, prepared by Ryan M. Suzuki, Licensed Professional Land Surveyor with R. M. Towill Corporation, approved by the Department of Planning and Permitting, City and County of Honolulu ("DPP"), on July 12, 2019 (Subdivision File Number 2018/SUB-111), and thus bounded and described as per survey recorded as Document No. A-75860471; to wit:

Beginning at the Northwest corner of this parcel of land, along Roadway Lot R-1 of Ewa by Gentry Area 31, Increment 1 Subdivision, same being the Northeast corner of Lot 2 of Ewa by Gentry Area 31, Increment 1 Subdivision, the coordinates referred to Government Survey Triangulation Station "KAPUAI NEW" being 11,093.22 feet South and 16,603.80 feet East and thence running by azimuths measured clockwise from true South:

- | | | | | |
|----|------|-----|-------|--|
| 1. | 255° | 40' | 41.48 | feet along Roadway Lot R-1 of Ewa by Gentry Area 31, Increment 1 Subdivision and Lot A-2 (Roadway Lot) of Gentry Keaunui Drive Extension Subdivision (DPP File No. 2018/SUB-10); |
| 2. | 296° | 45' | 15.85 | feet along Lot Lot L-3 of Ewa by Gentry Area 31, Increment 1 Subdivision; |
| 3. | 337° | 50' | 68.22 | feet along Lot L-3 of Ewa by Gentry Area 31, Increment 1 Subdivision; |
| 4. | 75° | 40' | 62.73 | feet along Lots 14060 and 14061 (Map 1078) of Ld. Ct. App. 1069; |
| 5. | 165° | 40' | 78.00 | feet along Lot 2 of the Ewa by Gentry Area 31, Increment 1 Subdivision to the point of beginning and containing an area of 4,419 square feet, more or less. |

NOTE: If the Lot is receiving a Maintenance Easement, list it here:

Ex. TOGETHER WITH a non-exclusive appurtenant maintenance easement designated as Easement No. ____, over, upon and across Lot ____, as shown on map prepared by Ryan M. Suzuki, with R. M. Towill Corporation, dated July 2, 2019, approved by the Department of Planning and Permitting, City and County of Honolulu, File Number 2018/SUB-111, on July 12, 2019, being more particularly described in Surveyor's Affidavit recorded on October 8, 2020, as Document No. A-75860471.

TOGETHER WITH access to Fort Weaver Road, a public road, over and across Lot A-2 (2018/SUB-10) and Lot R-1 (2018/SUB-111).

BEING premises acquired by Partial Cancellation of Master Lease and Deed dated December 24, 2020, recorded in said Bureau as Document No. A-76690882A thru 76690882B, by GENTRY INVESTMENT PROPERTIES, a registered Hawaii limited partnership, as Grantor, and GENTRY HOMES, LTD., a Hawaii corporation, as Grantee.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. Restrictions, covenants and conditions as contained in that certain Ewa by Gentry Community Area Declaration of Covenants, Conditions and Restrictions dated July 21, 1988, recorded in the Office of the Assistant Registrar of the Land Court of the State of Hawaii (said "Office") as Document No. 1568352, as amended by instrument dated May 30, 1989, recorded in said Office as Document No. 1652869, as further amended by instrument dated June 21, 1991, recorded in said Office as Document No. 1888053, and as may be further amended from time to time. The Property was made subject to the above Declaration of Covenants, Conditions and Restrictions by that certain Declaration of Addition of Real Property dated July 20, 2000, recorded in said Office as Document No. 2639394 (also affects other properties).
3. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning dated March 11, 1991, recorded in said Bureau as Document No. 91-031327.
4. The terms and provisions contained in the Declaration of Land Use Commission dated August 15, 1991, recorded in said Bureau as Document No. 91-184029.
5. The terms and provisions contained in the Limited Warranty Deed dated September 24, 1993, recorded in said Office as Document No. 2069185 and Release of Restrictions dated April 23, 2001, recorded in said Office as Document No. 2706031.
6. The terms and provisions contained in the Unilateral Agreement and Declaration for Conditional Zoning dated July 12, 1994, and recorded in said Office as Document No. 2163448, and amended by instrument dated May 24, 2006, and recorded in said Office as Document No. 3433309.
7. The terms and provisions contained in the Declaration and Confirmation of Restrictions, Reservations, Conditions and Covenants dated April 23, 2001, and recorded in said Office as Document No. 2706030.
8. The terms and provisions contained in the Declaration of Covenants, Conditions and Restrictions on Use and Reservations (Fairway Properties) dated September 30, 2003, recorded in said Office as Document No. 3002894.

9. The terms and provisions contained in the Limited Warranty Deed and Use Restrictions (Fairway Properties) dated September 30, 2003, recorded in said Office as Document No. 3002895.

10. The terms and provisions contained in the Declaration of Confirmation of Certain Exceptions, Reservations, and Encumbrances Affecting Property (Fairway Properties) dated September 30, 2003, recorded in said Bureau as Document No. 2003-212181.

11. Note: If there are additional encumbrances like electrical or maintenance easements, list them here. If the recordation date is before Zero Lot Line DRC, then you must list the encumbrance(s) before the Zero Lot Line DRC. Encumbrances should be listed in chronological order.

END OF EXHIBIT "A"

THE GENTRY COMPANIES



May 2, 2022

Mr. Daniel E. Orodener
Executive Officer
State of Hawai'i Land Use Commission
Department of Business, Economic Development & Tourism
P.O. Box 2359
Honolulu, Hawai'i 96804-2359

Dear Mr. Orodener:

Subject: Notification of Sale of Land in Ewa by Gentry

Condition 25 of the Decision and Order of Docket No. A88-627 ("Ewa by Gentry") states, in part, "Petitioner shall notify the Commission of any intent to sell, lease, assign, place in trust, or otherwise voluntarily alter the ownership interest in the Property prior to visible commencement of construction on the Property..."

In compliance with this condition, we are hereby informing the Commission that a portion of the Property was sold and closed on March 1, 2022, as follows:

TMK: 9-1-069-045
Area: 503,554 Sq.Ft.
Seller: Gentry Investment Properties
Buyer: Avalon Ewa Industrial LP
Closing Date: March 1, 2022

A map showing the location of the property that was sold is attached.

If you have any questions regarding this matter, please contact me at DebbieL@gentryhawaii.com, or call me at 808-599-8370.

Sincerely,

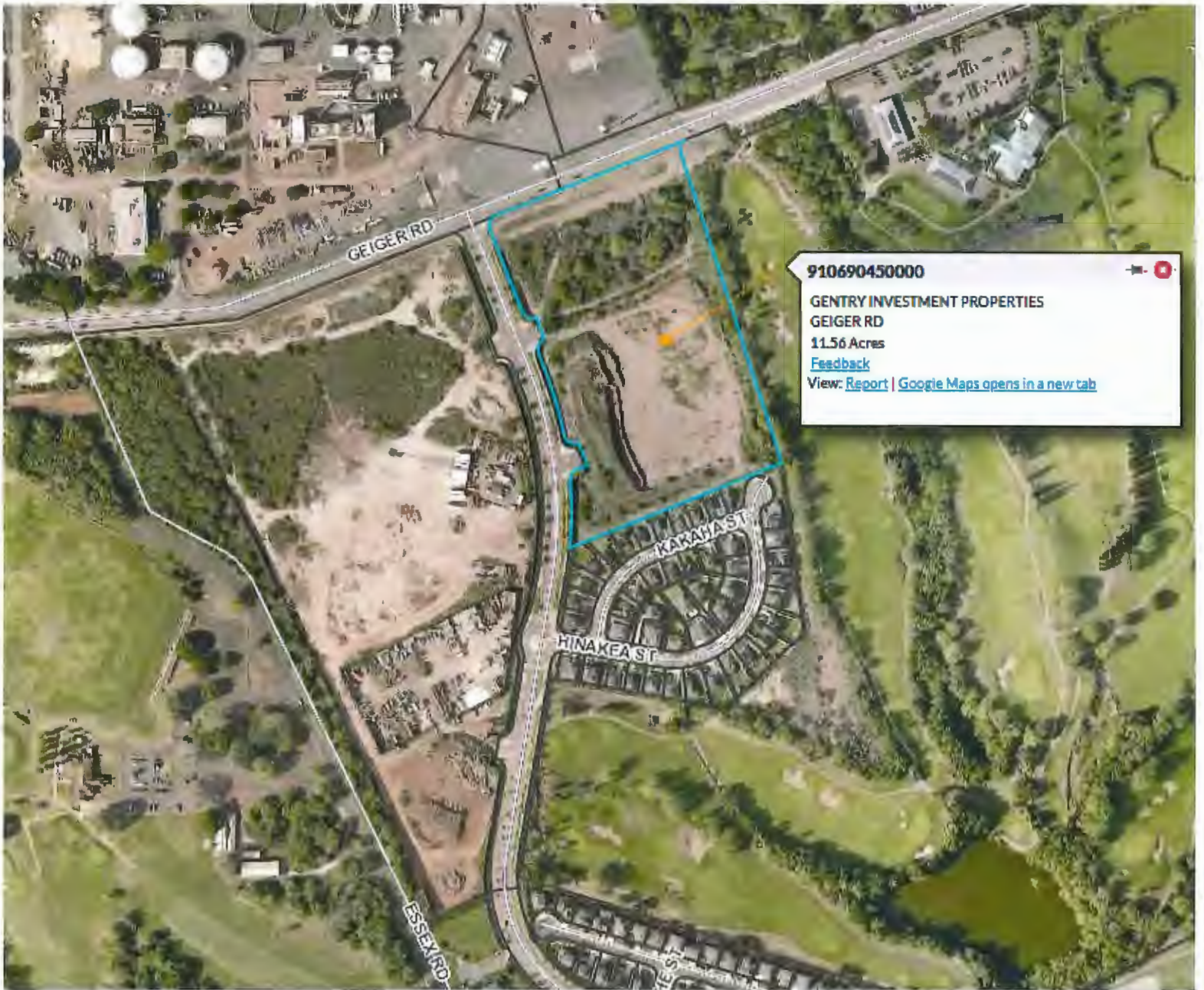
GENTRY HOMES, LTD.

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

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

Attachment

cc: Norman Gentry
Mark Gentry



910690450000

GENTRY INVESTMENT PROPERTIES

GEIGER RD

11.56 Acres

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