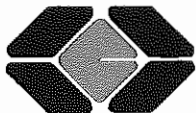


THE GENTRY COMPANIES



July 22, 2010

Mr. Dan Davidson, Executive Officer
State Land Use Commission
State Office Tower
235 South Beretania, 4th Floor
Honolulu, HI 96813

Re: ***2008 and 2009 Annual Report for LUC Docket
No. A03-738/Gentry Development Company***

Dear Mr. Davidson:

Enclosed are an original and two copies of Gentry Ewa Makai's Annual Report for 2008 and 2009 for the area reclassified under Docket No. A03-738.

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

Sincerely,

GENTRY HOMES, LTD.

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

ng:PLK00011

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

2010 JUL 26 P 3:34
LAND USE COMMISSION
STATE OF HAWAII

GENTRY EWA MAKAI

Docket No. A03-738

SLUC ANNUAL REPORT

2008 and 2009

Submitted by

GENTRY INVESTMENT PROPERTIES

(Formerly known as Gentry Development Company)

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BACKGROUND/PROJECT STATUS

The 283-acre Ewa Makai development is part of Ewa by Gentry, a 1,283-acre master planned residential community that will consist of approximately 8,500 homes at build-out. Of the total, approximately 1,300 (545 single family and 750 single family condominiums) are planned for the Ewa Makai project area.

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

As of December 31, 2009, 668 homes had been built and sold in Ewa Makai as shown in the following table. Closings for two single family communities commenced in 2008: Haleakea II and Latitudes, with base prices starting at \$641,900 and \$514,900, respectively. During 2009, homes in The Tides, a single family condominium development, were first marketed and sold. These energy-efficient starter homes have been very popular, with base prices starting at \$365,000. The Tides Plan 4 was recognized with the Building Industry Association's "Best in Show" award during the 2009 Parade of Homes, the first time in the Parade's history that an affordable home won this prestigious award.

Area	Type	Project	Status as of 12/31/09	Units Sold & Closed
33	SF Condo	Montecito	Completed	138
33	SF Condo	Tuscany	Completed	102
39	SF Condo	Tuscany II	Completed	116
34	SF	WoodBridge II	Completed	42
34	SF	Prescott II	Completed	15
36	SF	Haleakea I	Ongoing	96
36	SF	Cypress Point	Ongoing	26
37	SF	Haleakea II	Ongoing	20
40	SF	Latitudes	Ongoing	63
45/46	SF Condo	The Tides	Ongoing	50
			Total	668

It is anticipated that approximately 120 homes will be sold and closed in 2010 in Ewa Makai.

The projected build-out of Ewa by Gentry under the 2010 Land Use Plan (Appendix 1) extends through the year 2016, 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; a championship daily fee golf course that is available for community and public play; public and private parks; private recreation

centers; an expanded Ewa Mahiko District Park in the neighboring Ewa Villages; Holomua Elementary School (which opened in August 1996); an 18-acre DOE middle school (scheduled to open in January 2011); a seven-acre neighborhood commercial center (which opened in the summer of 1999); 44 acres of light industrial and commercial uses; and lots of open space.

LAND USE CONDITIONS COMPLIANCE

The following summarizes the Petitioner's progress as of December 31, 2007, in complying with conditions imposed by the Land Use Commission under the subject docket (conditions are italicized, with descriptions immediately following):

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

Progress Report: Petitioner executed an affordable housing agreement with the City and County of Honolulu dated November 19, 2004. It was included as Appendix 2 to the 2006, 2007 Annual Report. On August 1, 2007, the November 2004 Agreement was amended, and based upon the revised agreement (also included as Appendix 2), the Petitioner has fulfilled its affordable housing requirements for Ewa Makai. See matrix entitled "Calculation of City's Affordable Housing Requirements" which is included as Appendix 2 to this report.

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

Progress Report: A written agreement dated July 23, 2003, was executed by the Petitioner and the Department of Education (DOE) for the contribution of 18 acres, more or less, for a public middle school. (See Appendix 3 to the 2006, 2007 Annual Report for a copy of the agreement.) Attempts to transfer the property to the State have been ongoing since 2007. A Right of Entry Agreement (ROE) with the State DOE and subsequent amendments to the ROE have enabled the DOE to construct the school even if the State does not currently hold title to the property. Petitioner continues to work with the DOE and DLNR regarding transfer of the property. It is anticipated that the school construction will be completed by late summer 2010, with classes being held at the new Ewa Makai Middle School beginning January 2011 at the start of the second semester of the 2010-2011 school year. (Appendix 3 includes a copy of the Right of Entry Agreement and subsequent amendments.)

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

Progress Report: Capacity at HWWTP has been reserved for developments proposed in Ewa Makai. Working with the Department of Environmental Services and the State Department of Health, Petitioner completed the construction of a new sewer pump station to service homes, businesses, the middle school and other facilities in Ewa Makai. Petitioner continues to fund and construct wastewater collection and transmission facilities in accordance with the requirements of the City's Department of Planning and Permitting. Applicable wastewater system facility charges are also being paid to the City.

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

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

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

Progress Report: Since October 30, 2002 (when Ordinance 02-52 went into effect) through December 31, 2009, Petitioner has paid a total of \$1,972,015.98 in impact fees to help pay for Ewa highway improvements. In addition, Petitioner built a portion of Kapolei Parkway, for which it has received \$635,256 in credits for 346 units as of December 31, 2009.

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

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

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

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

Progress Report: 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 Petitioner, developers and/or landowners of the affected properties will comply with the applicable statutory provisions of Chapter 6E, Hawaii Revised Statutes, and administrative rules of the DLNR.

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

Progress Report: Since 2004, numerous attempts had been made to coordinate and discuss this requirement with OHA, but to no avail. Finally, in 2010, contact was made with OHA's Director of Education, who participated in the naming of the Ewa Makai Middle School.

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

Progress Report: Although a Solid Waste Management Plan has not been developed, per se, all of the Petitioner's development plans have been reviewed and approved by the City's Department of Environmental Services. In addition, Petitioner has been attempting to minimize the amount of waste material caused by its new development in its efforts to build "green".

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

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

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

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

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

Progress Report

- 1a. Petitioner prepared drainage master plans for Ewa Makai East and Ewa Makai West, both of which have been approved by the City's Department of Planning and Permitting.

- 1b. Drainage improvements called for in the drainage master plan for Ewa Makai West have taken this requirement into consideration. As previously noted, Petitioner continues to participate in Kaloi Gulch Regional Drainage meetings held by the City's Department of Planning and Permitting.
- 1c. Drainage master plans for Ewa Makai East and Ewa Makai West have been approved by the City's Department of Planning and Permitting and are in accordance with the Ewa Development Plan.
- 1d. The drainage master plan for Ewa Makai West has taken into account this requirement. Petitioner is phasing development and providing interim drainage solutions until the ultimate downstream drainage capacity of Kaloi is achieved.
- 1e. Petitioner entered into a letter agreement with Hawaii Prince Hotel in 2003 which mutually addressed drainage issues.

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

Progress Report: Petitioner has constructed and continues to construct water system improvements as required by the Honolulu Board of Water Supply. Petitioner also continues to pay water systems facilities charges imposed by the Honolulu Board of Water Supply.

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

Progress Report: The Petitioner is working with the State DOT on a grant of avigation and noise easement for portions of the property that are subject to aircraft noise contours exceeding 55 Ldn.

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

Progress Report: Petitioner will not construct residential units within areas exposed to Honolulu International Airport and Naval Station Barbers Point noise levels of 65 Ldn or greater.

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

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

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

Progress Report: The Petitioner, a leader in green building, now includes a number of environmentally-friendly components as standard features in all of their new homes, including solar water heaters. Because of the Petitioner's incorporation of solar water heaters in all of its new homes, the company was honored as the first major Oahu residential developer to earn the U.S. Environmental Protection Agency's coveted ENERGY STAR® for its commitment to building energy efficient homes. The ENERGY STAR is a prestigious rating that recognizes companies and their voluntary commitment to promoting energy efficiency, consumer savings and protecting the environment.

Other "green" features include use of sustainable Borate-treated termite-resistant lumber from managed forests; use of exterior Hardiplank cement siding which is termite-resistant rather than a wood exterior for superior durability and longevity; use of building materials and products that contain no ozone destroying chemicals; water conservation features in exterior landscaping; photovoltaic systems as an optional feature; interior spaces that are arranged to promote good airflow and cross ventilation; use of HECO-approved 120-gallon solar water heaters with automatic timers; Icynene open cell foam insulation; Dual Glaze / Low E high performance vinyl windows with superior UV protection; GE Profile Energy Star Rated appliances; compact fluorescent lighting throughout 90% of the home, dual flush toilets and other energy efficient features such as low flow plumbing fixtures for interior water conservation.

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

Progress Report: The Petitioner confirms its commitment to develop the Property in substantial compliance with representations made to the Commission.

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

Progress Report: Petitioner will so notify the Commission.

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

Progress Report: This report has been prepared and will be distributed in compliance with this requirement.

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

Progress Report: Not applicable at this time.

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

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

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

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

APPENDIX 1

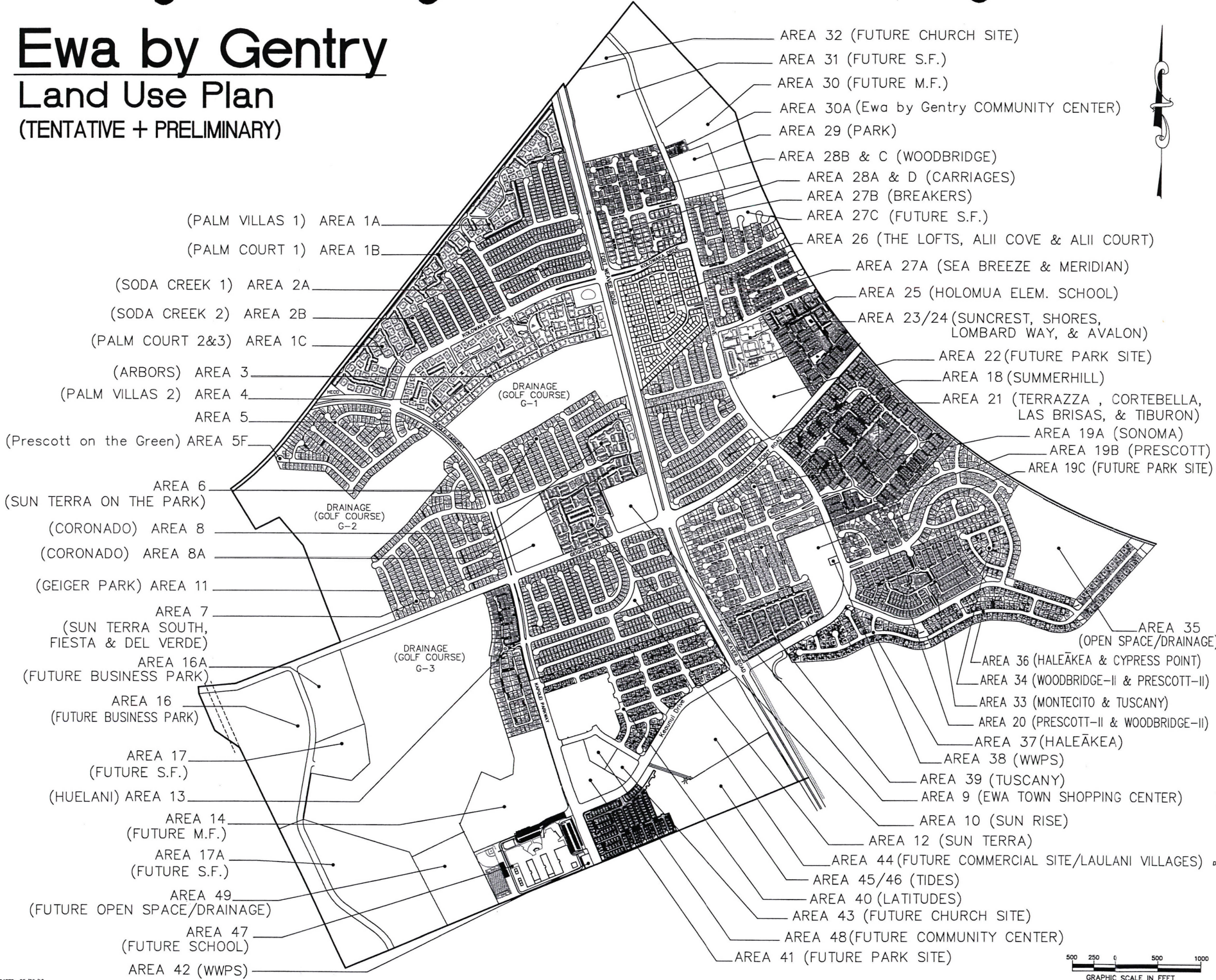
2010 Land Use Plan for Ewa by Gentry

ACREAGE & UNITS

Ewa by Gentry

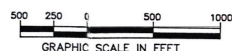
Land Use Plan

(TENTATIVE + PRELIMINARY)



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	FUTURE MULTI-FAMILY	22.62	148
AREA 16	FUTURE BUSINESS PARK	29.29	---
AREA 16A	FUTURE BUSINESS PARK	11.68	---
AREA 17	FUTURE SINGLE FAMILY	7.37	39
AREA 17A	FUTURE SINGLE FAMILY	43.23	310
AREA 18	SINGLE FAMILY	39.10	305
AREA 19A	SINGLE FAMILY	22.70	129
AREA 19B	SINGLE FAMILY	22.20	153
AREA 19C	FUTURE 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 SINGLE FAMILY	7.51	60
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 MULTI-FAMILY	14.97	181
AREA 30A	COMMUNITY CENTER	0.80	---
AREA 31	FUTURE SINGLE FAMILY	36.67	284
AREA 32	FUTURE CHURCH SITE	2.00	---
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	FUTURE PARK SITE	6.20	---
AREA 42	FUTURE PUMP STATION	0.36	---
AREA 43	FUTURE CHURCH SITE	2.00	---
AREA 44	FUTURE COMMERCIAL	20.00	---
AREA 45/46	SINGLE FAMILY - CONDO	35.02	400
AREA 47	FUTURE SCHOOL SITE	18.67	---
AREA 48	FUTURE COMMUNITY CENTER	2.00	---
AREA 49	FUTURE OPEN SPACE	13.94	---
EWA BY GENTRY	TOTAL	1,035.23	8,472
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 01/05/09



APPENDIX 2

Ewa by Gentry/Ewa Makai Calculation of City's Affordable Housing Requirements

EWA BY GENTRY/EWA MAKAI
CALCULATION OF CITY'S AFFORDABLE HOUSING REQUIREMENTS
(Based on projected units as of 12/31/09)

Ewa by Gentry

1984 REZONING

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

1991 REZONING

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

1994/2001 REZONING

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

1998 REZONING

17	Future single family	39
		39

TOTAL UNITS IN EWA BY GENTRY 6816

Total Estimated Affordable Housing Requirements for Ewa by Gentry

Affordable Units Sold as of 12/31/09 (See Exhibit 1.)

Estimated Remaining Requirements in EBG as of 12/31/09

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

10%
257

10% 30% 20%
236 708 472

10% 20%
184 369

10% 20%
4 8

682 1085 472

1097 1316 356

-415 -231 116

Ewa Makai

2004/2006 REZONING

14 (por)	Future single family condos	54
17A	Future single family	310
33	Montecito	138
33	Tuscany	102
34	Woodbridge II	42
34	Prescott II	15
36	Haleakea I	96
36	Cypress Point	27
37	Haleakea/Future single family	68
39	Tuscany	116
40	Latitudes	285
45/46	Tides	400
		1653

TOTAL UNITS IN EWA MAKAI

8469

Total Estimated Affordable Housing Requirements for Ewa Makai

Affordable Credits Transferred from Ewa by Gentry
Affordable Units Sold in Ewa Makai as of 12/31/09
Total Affordable Credits in Ewa Makai as of 12/31/09

Remaining Affordable Housing Requirements

10% 20%
165 331

165 365
0 83
165 448

0 -117

EWA BY GENTRY

"Past Credits" Approved by City

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

Units Sold Prior to 8/5/99

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

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

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

1/1/00 to 6/31/00

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

7/1/00 to 12/31/00

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

1/1/01 to 6/30/01

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

7/1/01 to 12/31/01

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

1/1/02 to 6/30/02

21 (por)	CorteBella		37	37	0	0
13	Hu'elani		3	0	3	0
19B	Prescott		16	0	16	0
19A	Sonoma		17	0	17	0
21 (por)	Terrazza		36	36	0	0
			109	73	36	0

		Total Aff	80%	120%	140%
7/1/02 to 12/31/02					
21 (por)	CorteBella	31	31	0	0
13	Hu`elani	16	0	16	0
19B	Prescott	43	0	43	0
19A	Sonoma	24	0	24	0
21 (por)	Terrazza	42	41	1	0
		156	72	84	0
1/1/03 to 6/30/03					
21 (por)	CorteBella	2	2	0	0
21 (por)	Las Brisas	47	47	0	0
19B	Prescott	36	0	36	0
5F	Prescott on the Green	6	0	6	0
21 (por)	Terrazza	11	10	1	0
21 (por)	Tiburon	33	27	6	0
19A	Sonoma	35	0	35	0
		170	86	84	0
7/1-12/31/03					
21 (por)	Las Brisas	48	45	3	0
19B	Prescott	27	0	27	0
13	Hu`elani	23	0	23	0
21 (por)	Tiburon	34	7	27	0
19A	Sonoma	23	0	23	0
		155	52	103	0
1/1-6/30/04					
13	Hu`elani	21	0	15	6
21 (por)	Las Brisas	29	11	18	0
	Prescott II	17	0	17	0
21 (por)	Tiburon	30	5	25	0
		97	16	75	6
7/1-12/31/04					
13	Hu`elani	17	0	8	9
21	Las Brisas	26	15	11	0
	Prescott II	45	-	45	0
21 (por)	Tiburon	9	1	8	0
		97	16	72	9
1/1-6/30/05					
20	Prescott II	56	0	20	36
		56	0	20	36
7/1-12/31/05					
	Prescott	9	0	0	9
		9	0	0	9

Ewa by Gentry Totals as of 12/31/09	1097	1316	356
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EWA MAKAI

7/1-12/31/05					
33A, 33B	Montecito/Tuscany	83	0	82	1
		83	0	82	1
Ewa Makai Totals as of 12/31/09					
		0	82	1	

APPENDIX 3

Right of Entry Agreement for Ewa Makai Middle School and Subsequent Amendments

RIGHT-OF-ENTRY AGREEMENT

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

WITNESSETH THAT:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

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

STATE OF HAWAII

By Patricia Hamamoto
Patricia Hamamoto
Its Superintendent

Date 2.20.09

APPROVED AS TO FORM: W.K.A.

Michael W.K.A.
State of Hawaii
Deputy Attorney General

Date: 02/19/09

GRANTOR:

Gentry Homes, Ltd.,
a Hawaii corporation

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

By Dawn Suyenaga
Dawn Suyenaga
Vice President/Secretary

STATE OF HAWAII

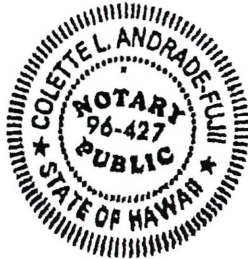
)

) ss.

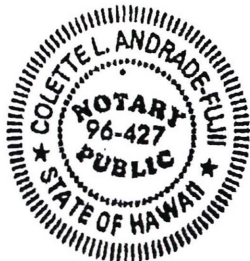
CITY AND COUNTY OF HONOLULU

)

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



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



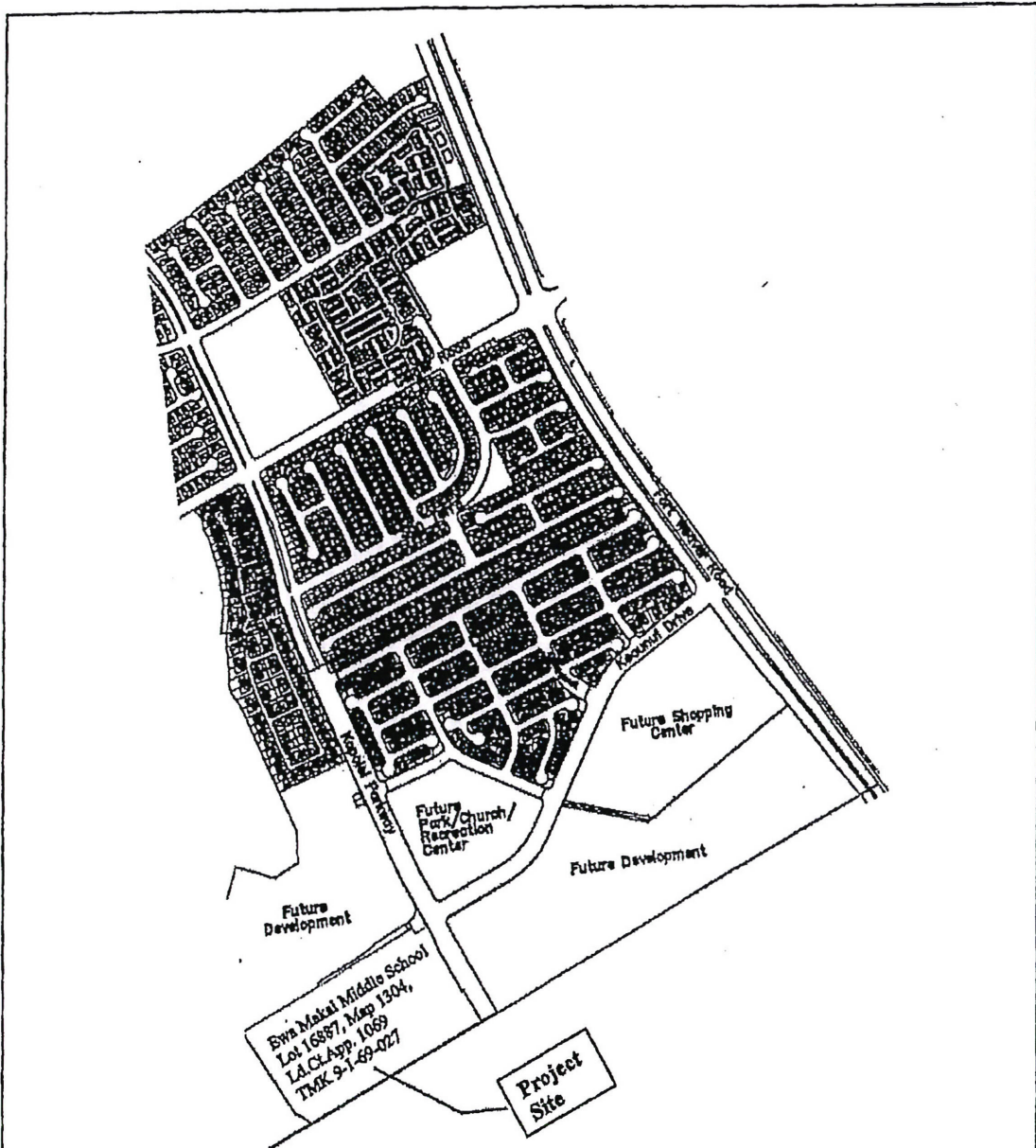
Doc Dated: Undated at time of notarization # Pages: 6

Name: COLETTE L. ANDRADE-FUJII First Circuit

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

Colette Andrade-Fujii FEB 18 2009
Signature Date
NOTARY CERTIFICATION

EXHIBIT "A"



g:\legal\projects\ewa\area47

5

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

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

WITNESSETH

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

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

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

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

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

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

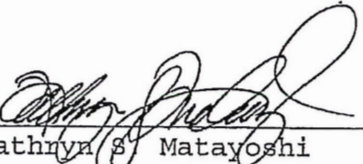
1. The first sentence of Section 6 of the Agreement is hereby amended and replaced with the following:

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

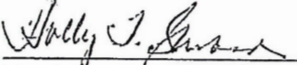
2. All other provisions of the Agreement shall remain unamended and in full force and effect as written.

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

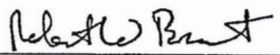
STATE OF HAWAII
DEPARTMENT OF EDUCATION

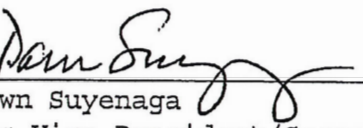
By 
Kathryn S. Matayoshi
Its Interim Superintendent

APPROVED AS TO FORM:


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

GRANTOR:
Gentry Homes, Ltd.,
A Hawaii corporation

By 
Robert W. Brant
Its President

By 
Dawn Suyenaga
Its Vice President/Secretary

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

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

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

Print Name: _____

My commission expires: 11-27-2010

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

NOTARY CERTIFICATION

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

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



Sylvia T. Hayashi
Notary Public, State of Hawai'i
Print Name: SYLVIA T. HAYASHI
My commission expires: 10-26-11

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

Sylvia T. Hayashi 2-19-10
Signature Date

NOTARY CERTIFICATION



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

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

WITNESSETH

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

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

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

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

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

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

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

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

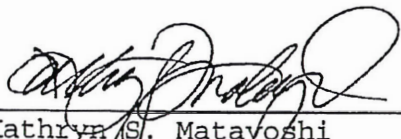
6/30/10

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

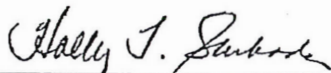
2. All other provisions of the Agreement shall remain unamended and in full force and effect as written.

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

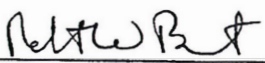
STATE OF HAWAII
DEPARTMENT OF EDUCATION

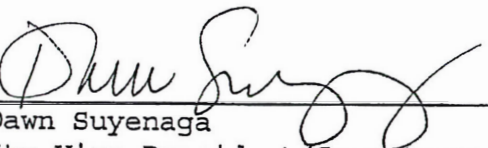
By 
Kathryn S. Matayoshi
Its Interim Superintendent

APPROVED AS TO FORM:


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

GRANTOR:
Gentry Homes, Ltd.,
A Hawaii corporation

By 
Robert W. Brant
Its President

By 
Dawn Suyenaga
Its Vice President/Secretary

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

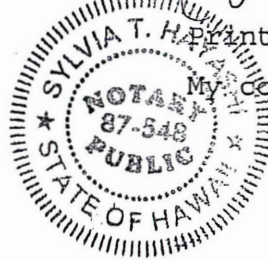
On this 12th day of July, 2010,
before me personally appeared ROBERT W. BRANT and DAWN SUYENAGA
to me personally known, who, being by me duly sworn or affirmed,
did say that such person executed the foregoing instrument as
the free act and deed of such person, and if applicable in the
capacity shown,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

Sylvia T. Hayashi

Notary Public, State of Hawai'i

Print Name: SYLVIA T. HAYASHI

My commission expires: 10-26-2011



Doc Date: July 1, 2010 # Pages: 3

Name: SYLVIA T. HAYASHI First Circuit

Doc. Description: Second Amendment to the
Right of Entry Agreement for Ewa Makai Middle School

Sylvia T. Hayashi 10-26-2011 7-12-10
Signature Date

