



May 23, 2014

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

Re: ***2012 and 2013 Annual Report for LUC Docket No. A03-738,
"Ewa Makai"/Gentry Development Company***

Dear Mr. Orodener:

Enclosed are an original and two copies of Gentry Development Company's Annual Report for 2012 and 2013 for the area reclassified under Docket No. A03-738, "Ewa Makai."

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 'Debra'.

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

ng:PL K00021

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

LAND USE COMMISSION
STATE OF HAWAII
2014 MAY 28 P 3:44

GENTRY EWA MAKAI
Docket No. A03-738

SLUC ANNUAL REPORT
2012 and 2013

LAND USE COMMISSION
STATE OF HAWAII
2014 MAY 28 P 3:44

Submitted by

GENTRY INVESTMENT PROPERTIES

(Formerly known as Gentry Development Company)

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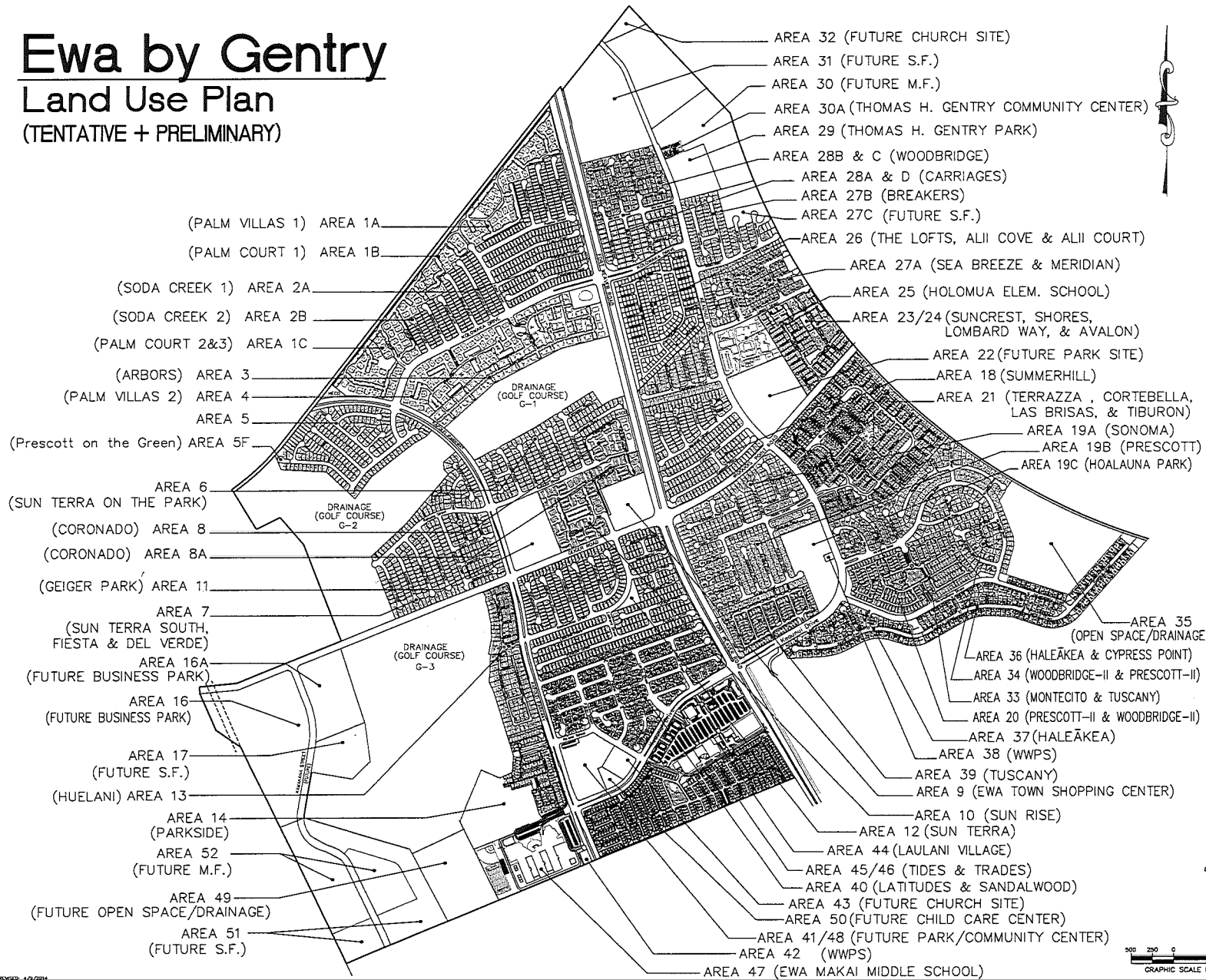
APPENDIX A

2014 Land Use Plan for Ewa by Gentry

Ewa by Gentry

Land Use Plan

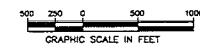
(TENTATIVE + PRELIMINARY)



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	394
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 SF - CONDO	22.62	235
AREA 16	FUTURE BUSINESS PARK	29.29	---
AREA 16A	FUTURE BUSINESS PARK	11.68	---
AREA 17	FUTURE 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	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	50
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	294
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 41/48	FUTURE PARK & COMM. CTR.	7.28	---
AREA 42	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	396
AREA 47	SCHOOL SITE	18.67	---
AREA 49	FUTURE OPEN SPACE	13.94	---
AREA 50	FUTURE CHILD CARE CENTER	0.92	---
AREA 51	FUTURE SINGLE FAMILY	20.33	132
AREA 52	FUTURE S.F. CONDO	22.80	277
EWA BY GENTRY TOTAL		1,035.23	8,668
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 03/07/11



2014

APPENDIX B

Affordable Housing Compliance

EWA BY GENTRY/EWA MAKAI

CALCULATION OF CITY'S AFFORDABLE HOUSING REQUIREMENTS

(Based on actual and projected units as of 12/31/13)

Ewa by Gentry
1984 REZONING

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

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

10%
257

1991 REZONING

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

<u>10%</u>	<u>30%</u>	<u>20%</u>
236	708	472

1994/2001 REZONING

5	Kula Lei (Schuler Homes)	31
5F	Prescott on the Green	6
7 (por)	Sun Terra South/Fiesta/Del Verde (portion)	85
13	Hu'elani	101
14 (por)	ParkSide	141
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
		1891

<u>10%</u>	<u>20%</u>
189	378

1998/2013 REZONING

17	Future single family	46
51	Future single family	43
52	Future single family condos	122
		211

<u>10%</u>	<u>20%</u>
21	42

TOTAL UNITS IN EWA BY GENTRY **7035****Total Estimated Affordable Housing Requirements for Ewa by Gentry****704 1129 472****Affordable Units Sold in EbG as of 12/31/13 (See Attachment 1.)****1097 1316 356****Est. Remaining Requirements in EbG as of 12/31/13/Excess Credits**

116 credits to be transferred from the 120% income category

-394 -187 116**116****Ewa by Gentry Excess Credits****394 71 0**

Ewa Makai
2004/2006/2013 REZONING

14 (por)	ParkSide	94
33	Montecito	138
33	Tuscany	102
34	Woodbridge II	42
34	Prescott II	15
36	Haleakea I/Cypress Point	133
37	Haleakea	68
39	Tuscany	116
40	Latitudes/Sandalwood	285
45/46	Tides/Trades	396
51	Future single family	89
52	Future single family condos	155
TOTAL UNITS IN EWA MAKAI		1633

Affordable Housing Requirements

80% 81-120% 121-140%

10% 20%
163 327

8668

Total Estimated Affordable Housing Requirements for Ewa Makai

163 327

Affordable Units Sold in Ewa Makai as of 12/31/13 (See Attachment 1.)
80% Affordable Credits Transferred from Ewa by Gentry
120% Affordable Credits Transferred from Ewa by Gentry
Total Affordable Credits in Ewa Makai as of 12/31/13

0	82
163	174
	71
163	327

Remaining Affordable Housing Requirements for Ewa Makai

0 0

Excess 80% Affordable Housing Credits Remaining as of 12/31/13	56
Excess 120% Affordable Housing Credits Remaining as of 12/31/13	0

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 8,700 homes at build-out. Of the total, approximately 1,630 (630 single family and 1,000 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."

260 homes were sold and closed in Ewa Makai in 2012 and 2013, as follows: Haleakea II (Area 37) 16 units; Sandalwood (Area 40) 83 units; Tides at Laulani (Area 45/46) 4 units and Trades at Laulani (Area 45/46) 157 units. As of December 31, 2013, 1,198 homes had been built and sold in Ewa Makai as shown in the following table.

Area	Type	Project	Status as of 12/31/11	Units Sold & Closed as of 12/31/13	Total No. of Units in Projects
33	SF Condo	Montecito	Completed	138	138
33	SF Condo	Tuscany	Completed	102	102
39	SF Condo	Tuscany II	Completed	116	116
34	SF	WoodBridge II	Completed	42	42
34	SF	Prescott II	Completed	15	15
36	SF	Haleakea I	Completed	103	103
36	SF	Cypress Point	Completed	27	27
40	SF	Latitudes	Completed	145	145
45	SF Condo	Tides at Laulani	Completed	188	188
37	SF	Haleakea II	Completed	68	68
46	SF Condo	Trades at Laulani	Ongoing	171	208
40	SF	Sandalwood	Ongoing	83	140
			Total	1198	1292

The projected build-out of Ewa by Gentry under the 2014 Land Use Plan (Appendix A) extends through the year 2020, 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); the 18-acre Ewa Makai Middle School (which opened in January 2011); a seven-acre neighborhood commercial center (which opened in the summer of 1999); 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, 2013, 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 B 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 were ongoing since 2007. A Right of Entry Agreement (ROE) with the State DOE and subsequent amendments to the ROE enabled the DOE to construct the school even if the State did not hold title to the property at the time of construction. (A Right of Entry Agreement and subsequent amendments were included as Appendix 3 to the 2010 report.) Petitioner continued to work with the DOE and DLNR regarding transfer of the property and it was finally deeded over to the State on December 7, 2010. (See Appendix C to this report.) Classes were held at the new Ewa Makai Middle School beginning January 2011 at the start of the second semester of the 2010-2011 school year.

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

Progress Report: 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, 2011, Petitioner has paid a total of \$1,972,015.98 in impact fees to help pay for Ewa highway improvements. In addition, as of December 31, 2011, Gentry has received credits in the amount of \$1,641,384.00 (894 units) for the development of Kapolei Parkway.

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. He also provided input on the naming of Hoalauna Park, a private community park in Ewa by Gentry.

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

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

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 its new homes, including solar water heaters, and in some communities, photovoltaic systems. 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.)

BACKGROUND/PROJECT STATUS

Ewa by Gentry is a 1,283-acre master planned residential community that will consist of approximately 8,700 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, 2013, 7,363 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 2012 and 2013, no homes were sold and closed in the area reclassified under the subject docket (Docket No. A88-627). We have, however, 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 1) extends through the year 2020, 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. It will also include 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, Holomua Elementary School (which opened in August 1996), the 18-acre Ewa Makai Middle School (which opened in January 2011), a seven-acre neighborhood commercial center (which opened in the summer of 1999); 44 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: Petitioner has not yet begun construction of residential units on the portion of the Property that is subject to noise levels of 60 Ldn as defined by the HIA 1987 Ldn Map. (A copy of the HIA 1987 Ldn Map was included as Appendix 2 in the 1996 Annual Report.)

Moreover, 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.)

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: 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: 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, and Prescott 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, air conditioning. Similar sound attenuation measures will also be incorporated for homes built in the remainder of Gentry's projects along Ft. Weaver Road as those projects are constructed.

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: 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, 2013, the following projects have been built on the reclassified area:

Area	Type	Project or Increment	Status	Total Units
12	SF	Sun Terra	Completed	451
13	SF Condo	Hu'elani	Completed	101
18	SF	Summer Hill/ Trovare (Carr Dev.)	Completed	305
24	MF	Suncrest	Completed	64
19A	SF	Sonoma	Completed	130
19B	SF	Prescott I	Completed	153
20 (por)	SF	Prescott II/WoodBridge II	Completed	203
21 (por)	SF Condo	CorteBella	Completed	130
21 (por)	SF Condo	Terrazza	Completed	167
21 (por)	SF Condo	Las Brisas	Completed	181
21 (por)	SF Condo	Tiburon	Completed	134
23/24 (por)	SF Condo	Lombard Way	Completed	143
23/24 (por)	SF Condo	Avalon	Completed	46
24 (por)	MF	The Shores at Suncrest	Completed	36
26 (por)	SF Condo	The Lofts	Completed	45
26 (por)	SF Condo	Alii Cove	Completed	157
26 (por)	SF Condo	Alii Court	Completed	114
27A	SF	Fiesta Seabreeze	Completed	86
27A & B	SF	Meridian	Completed	57
27B	SF	The Breakers	Completed	79
28A&D	SF	The Carriages	Completed	70
28B&C	SF	WoodBridge I	Completed	89
			Total	2941

The affordable units within the project area were developed and sold in compliance with the terms and conditions of a comprehensive Affordable Housing Agreement executed between the Petitioner and the City and County of Honolulu. The current Agreement, dated June 18, 1997, sets forth terms and conditions for carrying out the Petitioner's affordable housing program in the Ewa by Gentry project and supersedes a previous agreement dated January 31, 1994. A copy of the Affordable Housing Agreement dated June 18, 1997, was sent as a supplement to the 1997 Annual Report.

During the time period of August 5, 1999, to August 5, 2005, the Petitioner developed and sold homes in compliance with City Ordinances 99-51 and 01-33,

which temporarily amended certain affordable housing conditions in existing unilateral agreements. These Ordinances were included as Appendix 2 to the 2001 Annual Report and Appendix 2 to the 2002 Annual Report, respectively. As shown in Appendix 2 to the 2008 and 2009 Annual Report, Gentry has already exceeded its affordable housing requirements for Ewa by Gentry.

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: Necessary on-site water facilities have been provided in consultation with the Board of Water Supply (BWS) and are being 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): 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 2006, and serves as a link between the communities of Ocean Pointe to the south and Ewa Villages to the north. Keaunui Drive, a collector road through Ewa by Gentry, has likewise been completed, with the area adjacent to Area 40 (Latitudes) being opened to traffic in mid-2007. Petitioner is currently seeking approvals for improvements to Geiger Road from Kapolei Parkway to Kalaeloa.

The Petitioner has constructed and will continue to construct other off-site and on-site transportation improvements necessitated by the phased development of the project, subject to acceptance by and coordination with the State Department of Transportation and City Department of Transportation Services. Petitioner is currently making improvements to the balance of Iroquois Point Road in coordination with the U.S. Navy, State, and City.

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, 2011, Gentry had paid a total of \$1,972,015.98 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. Gentry is currently participating with the City, State, and other regional developers and major landowners in updating the Ewa Highway Master Plan.

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: Through 2011, Petitioner was a charter member of the Leeward Oahu Transportation Management Association ("LOTMA"), a regional program for transportation management. The Petitioner has since appointed a transportation manager to comply with the terms of this condition.

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: 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 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: 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 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: 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: 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: 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: 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: Petitioner has disclosed to all initial purchasers those 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 have commenced during the reporting time period.

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: 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: Based on recommendations of the State Civil Defense Agency and Oahu Civil Defense Agency, a siren was installed in Ewa by Gentry near the Coral Creek Golf Course, and 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: 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: Petitioner is complying 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 right-of-way will no longer be used by the Navy for the intended purposes. Regardless, improvements have been planned to accommodate the right-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: Petitioner is coordinating 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): The Petitioner has installed 6' high fencing along the eastern boundary of Areas 21, 24, 27A, 27C and will install additional fencing as development occurs further along the eastern boundary of the Ewa by Gentry property. Petitioner will also comply with Navy requirements as to the 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: Petitioner reaffirms the obligations of Condition 24.

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: 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.

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: Petitioner's annual report has been prepared to satisfy this condition.

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: A report is not required for this condition at this time.

EWA BY GENTRY

"Past Credits" Approved by City

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

Units Sold Prior to 8/5/99

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

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

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

1/1/00 to 6/31/00

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

7/1/00 to 12/31/00

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

1/1/01 to 6/30/01

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

7/1/01 to 12/31/01

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

1/1/02 to 6/30/02

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

7/1/02 to 12/31/02

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

1/1/03 to 6/30/03

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

7/1-12/31/03

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

"Past Credits" Approved by City			Total Aff	80%	120%	140%	Date Submitted	Date Approved
<u>1/1-6/30/04</u>								
13	Hu'elani		21	0	15	6	7/23/2004 resubmitted in its entirety 1/19/05 Rev. 3/1/05	9/15/2004 (16 units - 80%) (75 units - 120%) (6 units - 140%) 7/18/2007
21 (por)	Las Brisas		29	11	18	0		
	Prescott II		17	0	17	0		
21 (por)	Tiburon		30	5	25	0		
			97	16	75	6		
<u>7/1-12/31/04</u>								
13	Hu'elani		17	0	8	9	1/11/2005	7/24/2007 (16 units - 80%) (72 units- 120%) (9 units - 140%)
21	Las Brisas		26	15	11	0		
	Prescott II		45	-	45	0		
21 (por)	Tiburon		9	1	8	0		
			97	16	72	9		
<u>1/1-6/30/05</u>								
20	Prescott II		56	0	20	36	8/10/2005	8/2/2007 (20 units - 120%) (36 units - 140%)
			56	0	20	36		
<u>7/1-12/31/05</u>								
	Prescott		9	0	0	9	1/19/2006 Resubmitted 7/17/06	7/27/2007 (9 units - 140%)
			9	0	0	9		
Ewa by Gentry Totals as of 6/30/08				1097	1316	356		