



May 11, 2022

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

LAND USE COM.
STATE OF HAWAII
2022 MAY 11 P 1:37

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

Re: ***2019-2021 Annual Report for LUC Docket No. A03-738***
Gentry Ewa Makai

Dear Mr. Orodener:

Enclosed are an original and two copies of the Annual Report for the years 2019-2021 for the area reclassified under Docket No. A03-738, Gentry Ewa Makai.

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

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

Enclosures

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

ORIGINAL

GENTRY EWA MAKAI
Docket No. A03-738

SLUC ANNUAL REPORT
2019-2021

LAND USE COM.
STATE OF HAWAII
2022 MAY 11 P 1:37

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 1,634 (632 single family and 1,002 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, 2021, 8,264 homes were sold and closed in the entire Ewa by Gentry community. Of this total, 1,634 homes have been sold and closed in Ewa Makai.

Area	Type	Project	Status as of 12/31/2021	Total Units
14 (por)	SF Condo	Parkside	Completed	91
33	SF Condo	Montecito	Completed	138
33	SF Condo	Tuscany	Completed	102
34	SF	WoodBridge II	Completed	42
34	SF	Prescott II	Completed	15
36	SF	Haleakea I	Completed	103
36	SF	Cypress Point	Completed	30
37	SF	Haleakea II	Completed	68
39	SF Condo	Tuscany II	Completed	116
40	SF	Latitudes	Completed	145
40	SF	Sandalwood	Completed	140
45	SF Condo	Tides at Laulani	Completed	188
46	SF Condo	Trades at Laulani	Completed	208
51 (por)	SF	Coral Ridge	Completed	89
52 (por)	SF Condo	SEAbridge	Completed	159
Total				1,634

The projected build-out of Ewa by Gentry under the 2022 Land Use Plan (Appendix A) extends through the year 2023, with the schedule being dependent upon market conditions. The Ewa Makai portion of Ewa by Gentry was built-out in 2020. Ultimately, Ewa by Gentry will include a broad range of housing types, including homes for sale and for rent, in a community that is very pedestrian and bike friendly, with meandering sidewalks and bike paths. Ewa by Gentry also features a championship daily fee golf course that is available for community and public play; public and private parks; private recreation centers; an expanded Ewa Mahiko District Park in the neighboring Ewa Villages; Holomua Elementary School (which opened in August 1996); the 18-acre Ewa Makai Middle School (which opened in January 2011); a seven-acre neighborhood

commercial center (which opened in the summer of 1999); 41 acres of light industrial and commercial uses; and lots of open space.

LAND USE CONDITIONS COMPLIANCE

The following summarizes the Petitioner's progress as of December 31, 2021, in complying with conditions imposed by the Land Use Commission under the subject docket (conditions are italicized, with descriptions immediately following):

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

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

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

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

Condition 3: Wastewater Facilities. *Petitioner shall fund and construct adequate wastewater transmission and disposal facilities, as determined by the City and*

County of Honolulu Department of Environmental Services and the State Department of Health.

Progress Report: Condition fulfilled. Capacity at HWWTP was reserved for the developments in Ewa Makai. Working with the Department of Environmental Services and the State Department of Health, Petitioner completed the construction of a new sewer pump station to service homes, businesses, the middle school and other facilities in Ewa Makai. Petitioner also funded and constructed wastewater collection and transmission facilities in accordance with the requirements of the City's Department of Planning and Permitting. Applicable wastewater system facility charges were 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: Condition fulfilled. Since October 30, 2002 (when Ordinance 02-52 went into effect) through December 31, 2021, Petitioner has paid a total of \$3,042,307.73 in impact fees to help pay for Ewa highway improvements. In addition, Gentry has received credits in the amount of \$1,641,384.00 (894 units) for the development of Kapolei Parkway.

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

Condition 6: Archaeological Inventory Survey. *Should any previously unidentified burials, archaeological or historic sites such as artifacts, marine shell*

concentrations, charcoal deposits, or stone platforms, pavings or walls be found, Petitioner, developers and/or landowners of the affected properties shall comply with all applicable statutory provisions of Chapter 6E, Hawai'i Revised Statutes, and administrative rules of the Department of Land and Natural Resources.

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

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

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

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

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

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

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

Condition 10: Drainage Improvements. Petitioner, its successors, and assigns shall coordinate the design and construction of drainage improvements on the Property required as a result of the development of the Property to the satisfaction of Federal, State,

regional drainage plan as soon as possible. Petitioner, its successors and assigns shall participate in the planning and coordination of offsite improvements with all landowners and developers in the Kalo'i drainage basin, and other Federal, State, and City agencies.

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

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

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

Progress Report: Conditions fulfilled

- 11a. Petitioner prepared drainage master plans for Ewa Makai East and Ewa Makai West, both of which were approved by the City's Department of Planning and Permitting.
- 11b. Drainage improvements called for in the drainage master plan for Ewa Makai West were compatible with the drainage designs for other developments in the Kalo'i drainage basin and conformed with applicable Federal, State and City laws, rules, regulations, and standards. Also, as

previously noted, Petitioner participated in Kaloi Gulch Regional Drainage meetings held by the City's Department of Planning and Permitting.

- 11c. Drainage master plans for Ewa Makai East and Ewa Makai West were approved by the City's Department of Planning and Permitting and are in accordance with the Ewa Development Plan.
- 11d. The drainage master plan for Ewa Makai West took into account the requirements set forth in Condition 11.d.. Petitioner developed and provided interim drainage solutions until a permanent drainage solution for the project was implemented.
- 11e. Petitioner entered into a letter agreement with Hawaii Prince Hotel in 2003 which mutually addressed drainage issues.

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

Progress Report: Condition fulfilled. Petitioner has constructed water system improvements as required by the Honolulu Board of Water Supply. Petitioner also paid water systems facilities charges imposed by the Honolulu Board of Water Supply.

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

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

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

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

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

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

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

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

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

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

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

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

Condition 19: Annual Reports. *Petitioner shall timely provide without any prior notice, annual reports to the Commission, the Office of Planning, and the City and County Department of Planning and Permitting in connection with the status of the Project and*

Petitioner's progress in complying with the conditions imposed herein. The annual report shall be submitted in a form prescribed by the Executive Officer of the Commission.

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

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

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

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

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

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

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

APPENDIX A

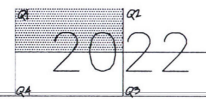
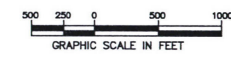
**2022 Preliminary Land Use Plan
for Ewa by Gentry**

ACREAGE & UNITS

PARCEL	PRODUCT TYPE	ACRES	UNITS
AREA 1A	MULTI-FAMILY	15.39	352
AREA 1B	MULTI-FAMILY	4.70	88
AREA 1C	MULTI-FAMILY	16.70	312
AREA 2A	SINGLE FAMILY	41.88	413
AREA 2B	SINGLE FAMILY	4.52	46
AREA 3	MULTI-FAMILY	21.44	289
AREA 4	MULTI-FAMILY	15.67	384
AREA 5	SINGLE FAMILY	26.63	193
AREA 5F	SINGLE FAMILY	1.06	6
AREA 6	SINGLE FAMILY	23.22	182
AREA 7	SINGLE FAMILY	37.07	289
AREA 8	MULTI-FAMILY	5.53	156
AREA 8A	MULTI-FAMILY	3.86	100
AREA 9	COMMERCIAL	6.67	---
AREA 10	MULTI-FAMILY	11.71	408
AREA 11	PARK SITE	10.07	---
AREA 12	CLUSTER	52.06	451
AREA 13	MULTI-FAMILY	12.55	101
AREA 14	SINGLE FAMILY - CONDO	22.62	235
AREA 16	FUTURE BUSINESS PARK	29.29	---
AREA 16A	FUTURE BUSINESS PARK	11.68	---
AREA 17	SINGLE FAMILY	7.37	46
AREA 18	SINGLE FAMILY	39.10	305
AREA 18A	SINGLE FAMILY	22.70	129
AREA 19B	SINGLE FAMILY	22.20	153
AREA 19C	PARK SITE	9.22	---
AREA 20	SINGLE FAMILY	34.20	203
AREA 21	SINGLE FAMILY-CONDO	50.33	612
AREA 22	FUTURE PARK SITE	12.05	---
AREA 23/24	MULTI-FAMILY/SF-CONDO	16.39	289
AREA 25	SCHOOL SITE	8.02	---
AREA 26	SINGLE FAMILY-CONDO	24.62	316
AREA 27A	SINGLE FAMILY	13.37	109
AREA 27B	SINGLE FAMILY	14.26	113
AREA 27C	FUTURE OPEN SPACE	7.51	---
AREA 28A & D	SINGLE FAMILY	12.14	70
AREA 28C & B	SINGLE FAMILY	15.50	89
AREA 29	PARK SITE	6.00	---
AREA 30	FUTURE OPEN SPACE	14.97	---
AREA 30A	COMMUNITY CENTER	0.80	---
AREA 31	SINGLE FAMILY	24.00	150
AREA 32	SINGLE FAMILY - CONDO	14.67	174
AREA 33	SINGLE FAMILY - CONDO	22.09	240
AREA 34	SINGLE FAMILY	9.45	57
AREA 35	OPEN SPACE	23.94	---
AREA 36	SINGLE FAMILY	25.60	133
AREA 37	SINGLE FAMILY	14.22	68
AREA 38	PUMP STATION	0.20	---
AREA 39	SINGLE FAMILY - CONDO	12.04	116
AREA 40	SINGLE FAMILY	42.53	285
AREA 41/48	PARK & COMM. CTR.	7.28	---
AREA 42	PUMP STATION	0.36	---
AREA 43	FRIENDSHIP BAPTIST CHURCH	2.00	---
AREA 44	FUTURE COMMERCIAL	20.00	---
AREA 45/46	SINGLE FAMILY - CONDO	35.02	396
AREA 47	SCHOOL SITE	18.67	---
AREA 49	OPEN SPACE	13.94	---
AREA 50	FUTURE CHILD CARE CENTER	0.92	---
AREA 51	SINGLE FAMILY	20.33	132
AREA 52	SINGLE FAMILY - CONDO	22.80	277

EWA BY GENTRY	TOTAL	1,035.23	8,467
TOTAL ACREAGE DOES NOT INCLUDE MAIN ROADS OR LANDSCAPE AREAS			
G-1	GOLF COURSE	31.34	---
G-2	GOLF COURSE	58.94	---
G-3	GOLF COURSE	102.27	---

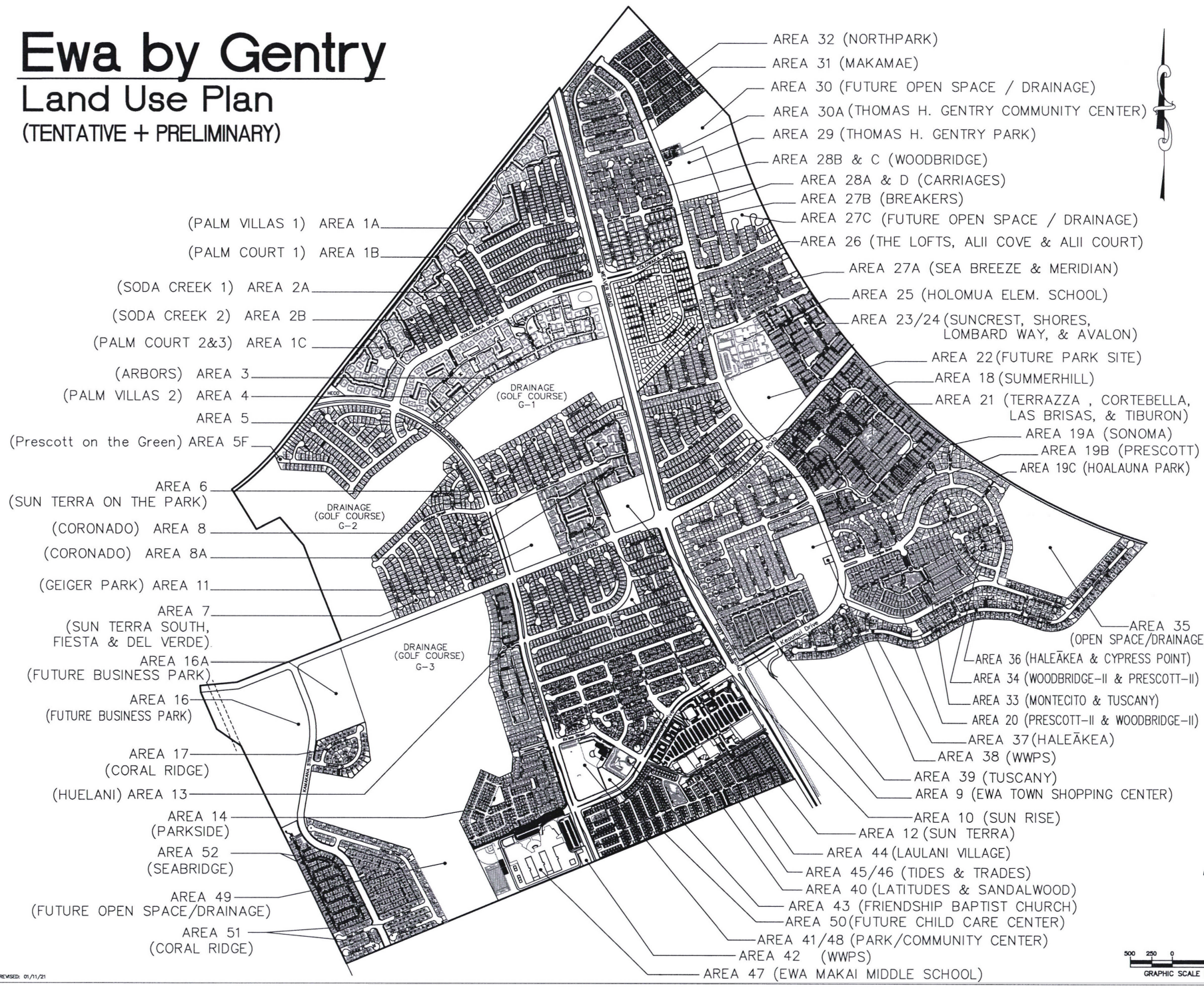
DATA UPDATED 01/11/21



Ewa by Gentry

Land Use Plan

(TENTATIVE + PRELIMINARY)



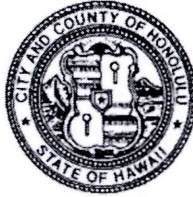
APPENDIX B

**Letter from DPP dated March 16, 2020, regarding Gentry's fulfillment of its
affordable housing conditions under various unilateral agreements
(including Gentry Ewa Makai) and various back-up documents.**

DEPARTMENT OF PLANNING AND PERMITTING
CITY AND COUNTY OF HONOLULU

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

KIRK CALDWELL
MAYOR



KATHY K. SOKUGAWA
ACTING DIRECTOR

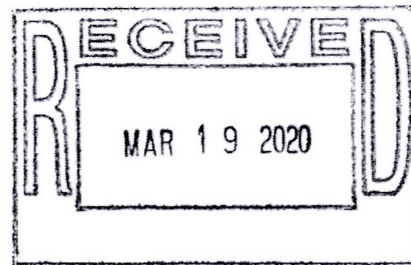
TIMOTHY F. T. HIU
DEPUTY DIRECTOR

EUGENE H. TAKAHASHI
DEPUTY DIRECTOR

March 16, 2020

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

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



Dear Ms. Luning:

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

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

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

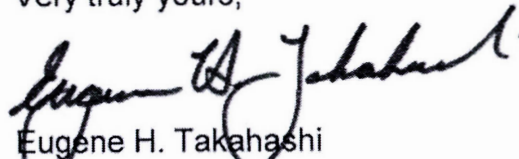
Ms. Debra M. A. Luning
March 16, 2020
Page 2

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

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

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

Very truly yours,



Eugene H. Takahashi
Deputy Director

EHT:tc



November 27, 2019

Mr. Eugene Takahashi, Deputy Director
Department of Planning and Permitting
City and County of Honolulu
650 South King Street, 7th Floor
Honolulu, HI 96813

Dear Eugene:

This letter is to confirm the number of affordable housing units anticipated to be developed, sold and closed at full build-out of the 8,487-unit Ewa by Gentry (EbG) master planned community. Because we are nearing the completion of EbG, we would like to obtain the City's confirmation of the number of affordable housing units that were built and sold/closed in EbG, as well as the number of excess affordable credits to which we are entitled. We have included with this letter the following information to help you make that determination:

- Tab A - Copies of ordinances for five major rezonings in EbG, including the Unilateral Agreements which set forth the affordable housing requirements for Ewa by Gentry. These include Ordinances 84-94, 91-17, 94-57, 98-44 and 04-08. Copies of ordinances for other "minor" rezonings in Ewa by Gentry are also included under Tab A and include Ordinance 93-54; 96-68; 01-14; 06-25; 06-26; and 13-13. Note that the UAs for these minor rezonings do not have new affordable housing requirements but, instead, require compliance with [affordable housing] conditions set forth in one or more of the five major ordinances listed above.
- Tab B - Color-coded map depicting the 5 major rezonings in EbG.
- Tab C - Matrix showing the total number of units built/to be built in EbG, as well as the percentages and numbers of affordable housing units required to be built per the 5 UAs. The matrix is color-coded to correspond with the map under Tab B.
- Tab D - Matrix which shows the actual number of affordable housing units in EbG that were approved by the City from 1991 to 2008; and
- Tab E - Copies of the approval letters and/or forms from the City, by project.

Based on the information provided, it appears that Gentry has sold and closed a total of 2,911 affordable units, broken down as follows:

<u>Income Group</u>	<u># of affordable units</u>
≤80 of AMI	1,112 units
80-120% of AMI	1,443 units
121-140% of AMI	<u>356</u> units
	2,911 total affordable units

According to our calculations shown on the matrix under Tab C, Gentry Homes will have provided an excess of 237 affordable housing units in the ≤80 income category in Ewa by Gentry, and therefore should be entitled to 237 affordable housing credits in the ≤80% income category. There will be no excess credits in the 120% and 140% income categories.

Of the 237 affordable housing credits, 10 credits will be transferred to Keali'i by Gentry in Kapolei in partial fulfillment of Keali'i's affordable housing requirements. Would you please review the attached materials and confirm that after the transfer of 10 credits to Keali'i by Gentry, there will be a remaining balance of 227 credits in the ≤80 income category? Would you also let us know where these credits can be applied and when they will be expiring?

Your assistance in this matter will be greatly appreciated.

Sincerely,

GENTRY HOMES, LTD.



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

Enclosures

cc: Ms. Dina Wong (w/ Tabs B, C and D only)
Ms. Lin Wong (w/ Tabs B, C and D only)
Ms. Adrian Siu-Li (w/ Tabs B, C and D only)

Ewa by Gentry

Land Use Plan

1984 REZONING (ORD. 84-94)

1991 REZONING (ORD. 91-17)

1994 REZONING (ORD. 94-57)

1998 REZONING (ORD. 98-44)

2004 REZONING (ORD. 04-08)

(PALM VILLAS 1) AREA 1A

(PALM COURT 1) AREA 1B

(SODA CREEK 1) AREA 2A

(SODA CREEK 2) AREA 2B

(PALM COURT 2&3) AREA 1C

(ARBORS) AREA 3

(PALM VILLAS 2) AREA 4

AREA 5

(Prescott on the Green) AREA 5F

AREA 6

(SUN TERRA ON THE PARK)

(CORONADO) AREA 8

(CORONADO) AREA 8A

(GEIGER PARK) AREA 11

AREA 7

(SUN TERRA SOUTH, FIESTA & DEL VERDE)

AREA 16A

(FUTURE BUSINESS PARK)

AREA 16

(FUTURE BUSINESS PARK)

AREA 17

(CORAL RIDGE)

(HUELANI) AREA 13

AREA 14

(PARKSIDE)

AREA 52

(SEABRIDGE)

AREA 49

(FUTURE OPEN SPACE/DRAINAGE)

AREA 51

(CORAL RIDGE)

AREA 32 (FUTURE S.F. CONDO)

AREA 31 (FUTURE S.F.)

AREA 30 (FUTURE OPEN SPACE / DRAINAGE)

AREA 30A (THOMAS H. GENTRY COMMUNITY CENTER)

AREA 29 (THOMAS H. GENTRY PARK)

AREA 28B & C (WOODBIDGE)

AREA 28A & D (CARRIAGES)

AREA 27B (BREAKERS)

AREA 27C (FUTURE OPEN SPACE / DRAINAGE)

AREA 26 (THE LOFTS, ALII COVE & ALII COURT)

AREA 27A (SEA BREEZE & MERIDIAN)

AREA 25 (HOLOMUA ELEM. SCHOOL)

AREA 23/24 (SUNCREST, SHORES, LOMBARD WAY, & AVALON)

AREA 22 (FUTURE PARK SITE)

AREA 18 (SUMMERHILL)

AREA 21 (TERRAZZA, CORTEBELLA, LAS BRISAS, & TIBURON)

AREA 19A (SONOMA)

AREA 19B (PRESCOTT)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

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AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

AREA 19C (HOALAUNA PARK)

ACREAGE & UNITS

PARCEL	PRODUCT TYPE	ACRES	UNITS
AREA 1A	MULTI-FAMILY	15.39	352
AREA 1B	MULTI-FAMILY	4.70	86
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	364
AREA 5	SINGLE FAMILY	26.63	193
AREA 5F	SINGLE FAMILY	1.06	6
AREA 6	SINGLE FAMILY	23.22	182
AREA 7	SINGLE FAMILY	37.07	289
AREA 8	MULTI-FAMILY	5.53	156
AREA 8A	MULTI-FAMILY	3.86	100
AREA 9	COMMERCIAL	6.67	---
AREA 10	MULTI-FAMILY	11.71	408
AREA 11	PARK SITE	10.07	---
AREA 12	CLUSTER	52.06	451
AREA 13	MULTI-FAMILY	12.55	101
AREA 14	SINGLE FAMILY - CONDO	22.62	235
AREA 16	FUTURE BUSINESS PARK	29.29	---
AREA 16A	FUTURE BUSINESS PARK	11.68	---
AREA 17	SINGLE FAMILY	7.37	46
AREA 18	SINGLE FAMILY	39.10	305
AREA 19A	SINGLE FAMILY	22.70	129
AREA 19B	SINGLE FAMILY	22.20	153
AREA 19C	PARK SITE	9.22	---
AREA 20	SINGLE FAMILY	34.20	203
AREA 21	SINGLE FAMILY-CONDO	50.33	612
AREA 22	FUTURE PARK SITE	12.05	---
AREA 23/24	MULTI-FAMILY/SF-CONDO	16.39	289
AREA 25	SCHOOL SITE	8.02	---
AREA 26	SINGLE FAMILY-CONDO	24.62	316
AREA 27A	SINGLE FAMILY	13.37	114
AREA 27B	SINGLE FAMILY	14.26	113
AREA 27C	SINGLE FAMILY	7.51	15
AREA 28A & D	SINGLE FAMILY	12.14	70
AREA 28B & C	SINGLE FAMILY	15.50	89
AREA 29	PARK SITE	6.00	---
AREA 30	FUTURE OPEN SPACE	14.97	---
AREA 30A	COMMUNITY CENTER	0.80	---
AREA 31	FUTURE SINGLE FAMILY	24.00	150
AREA 32	FUTURE S.F. - CONDO	14.67	174
AREA 33	SINGLE FAMILY - CONDO	22.09	240
AREA 34	SINGLE FAMILY	9.45	57
AREA 35	OPEN SPACE	23.94	---
AREA 36	SINGLE FAMILY	25.60	133
AREA 37	SINGLE FAMILY	14.22	68
AREA 38	PUMP STATION	0.20	---
AREA 39	SINGLE FAMILY - CONDO	12.04	116
AREA 40	SINGLE FAMILY	42.53	285
AREA 41/48	FUTURE PARK & COMM. CTR.	7.28	---
AREA 42	PUMP STATION	0.36	---
AREA 43	FRIENDSHIP BAPTIST CHURCH	2.00	---
AREA 44	FUTURE COMMERCIAL	20.00	---
AREA 45/46	SINGLE FAMILY - CONDO	35.02	396
AREA 47	SCHOOL SITE	18.67	---
AREA 49	FUTURE OPEN SPACE	13.94	---
AREA 50	FUTURE CHILD CARE CENTER	0.92	---
AREA 51	SINGLE FAMILY	20.33	132
AREA 52	SINGLE FAMILY - CONDO	22.80	277
EWA BY GENTRY TOTAL		1,035.23	8,487
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 08-16-18

500 250 0 500 1000
GRAPHIC SCALE IN FEET

2019

STATUS OF AFFORDABLE HOUSING CREDITS IN EWA BY GENTRY/EWA MAKAI
(Based on actual and projected units as of 11-20-19)

TAB C

1984 REZONING (Ord. 84-94)

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 (por)	Kula Lei (Schuler Homes)	143
6 (por)	Sun Terra on the Park	171
7 (por)	Sun Terra South/Fiesta/Del Verde	17
8 & 8A	Coronado	256
10 (por)	Sunrise	101
		2572

Affordable Housing Requirements		
≤80%	≤120%	≤140%

10%
257

1991 REZONING (Ord. 91-17)

5 (por)	Kula Lei (Schuler Homes)	19
6 (por)	SunTerra on the Park	11
7 (por)	Sun Terra South/Fiesta/Del Verde	187
10 (por)	Sunrise	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 existing + 5 possible additional SF)	91
27A & 27B (por)	Meridian	57
27B (por)	The Breakers	79
27C	Possible future single family	15
28A & D	The Carriages	70
28B & C	WoodBridge	89
30	Future drainage basin	0
		2140

10% 30% 20%
214 **642** **428**

1994/2001 REZONING (Ord. 94-57)

5 (por)	Kula Lei (Schuler Homes)	31
5F	Prescott on the Green	6
7 (por)	Sun Terra South/Fiesta/Del Verde	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	Makamae (future SF)	150
32	NorthPark (future SF condos)	174
		1931

10% 20% 1
193 **386**

1998 REZONING (Ord. 98-44)

17	Coral Ridge	46
51 (por)	Coral Ridge	43
52 (por)	SEAb ridge	117
		206

Affordable Housing Requirements

≤80%	≤120%	≤140%
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<u>10%</u>	<u>20%</u>
21	41

2004 REZONING (Ord. 04-08) (Ewa Makai)

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 (por)	Coral Ridge	89
52 (por)	SEAb ridge	160
		1638

<u>10%</u>	<u>20%</u>
164	328

Total Affordable Housing Requirements for EbG/Ewa Makai
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849	1397	428
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Calculation of Excess Credits

Total Affordable Units Provided in EbG (See Tab D.)
Minus total affordable housing requirements for EbG
Transfer of 26 credits from the 80% category and 46 credits from the 120% category to fulfill the 72-unit shortfall in the 140% category.
Affordable Housing Balance / Credits
Transfer of 10 credits from the 80% category to partially fulfill the affordable requirements at Keali 'I by Gentry in Kapolei
Balance of Excess Credits After Build-out of Ewa by Gentry

Income Categories

80%	120%	140%
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1112	1443	356
-849	-1397	-428
-26	-46	72
237	0	0
-10		
227	0	0