

COUNCIL OF THE COUNTY OF MAUI
BUDGET AND FINANCE COMMITTEE

December 4, 2015

Committee
Report No. 15-165

Honorable Chair and Members
of the County Council
County of Maui
Wailuku, Maui, Hawaii

Chair and Members:

Your Budget and Finance Committee, having met on November 3, 2015, makes reference to County Communication 15-226, from the Budget Director, transmitting the following:

1. A proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 4130, BILL NO. 34 (2014), RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE COUNTY OF MAUI (KULA AGRICULTURAL PARK EXPANSION.)"

The purpose of the proposed bill is to amend the Fiscal Year ("FY") 2015 general obligation bond authorization ordinance by adding \$1,000,000 for the Makawao-Pukalani-Kula Community Plan Area, Other Projects, for the Kula Agricultural Park ("Park") Expansion.

2. A proposed resolution entitled "APPROVING THE ACQUISITION OF 148.338 ACRES FOR THE EXPANSION OF THE KULA AGRICULTURAL PARK."

The purpose of the proposed resolution is to authorize the acquisition of 148.338 acres, identified for real property tax purposes as tax map key (2) 2-3-002:007 ("mauka parcel"), for \$2,900,000, for the Park Expansion.

3. A proposed resolution entitled "APPROVING THE ACQUISITION OF 224.8 ACRES FOR THE EXPANSION OF THE KULA AGRICULTURAL PARK."

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The purpose of the proposed resolution is to authorize the acquisition of 224.8 acres, identified for real property tax purposes as tax map keys (2) 2-5-001:003 and 004 ("makai parcel"), for \$3,100,000, for the Park Expansion.

By correspondence dated September 8, 2015, the Budget Director transmitted a proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2016 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO APPENDIX A, PART I, GRANT REVENUE - SCHEDULE OF GRANTS BY DEPARTMENTS AND PROGRAMS, OFFICE OF THE MAYOR (STATE OF HAWAII - KULA AGRICULTURAL PARK EXPANSION)."

The purpose of the proposed bill is to amend the FY 2016 Budget by appropriating \$5,000,000 of grant revenue from the State of Hawaii for the Park Expansion.

By correspondence dated September 28, 2015, the Budget Director transmitted the following:

1. A proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2016 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO ESTIMATED REVENUES; MAKAWAO-PUKALANI-KULA COMMUNITY PLAN AREA, OTHER PROJECTS, KULA AGRICULTURAL PARK EXPANSION; TOTAL CAPITAL IMPROVEMENT PROJECT APPROPRIATIONS; AND TOTAL APPROPRIATIONS (OPERATING AND CAPITAL IMPROVEMENT PROJECTS)."

The purpose of the proposed bill is to amend the FY 2016 Budget by (1) increasing Bond/Lapsed Bond revenues by \$1,000,000, from \$25,782,372 to \$26,782,372; and (2) adding an appropriation of \$1,000,000, from the Bond Fund, Makawao-Pukalani-Kula Community Plan Area, Other Projects, for the Park Expansion.

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2. A proposed bill entitled "A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 4228, BILL NO. 35 (2015), RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE COUNTY OF MAUI (KULA AGRICULTURAL PARK EXPANSION)."

The purpose of the proposed bill is to amend the FY 2016 general obligation bond authorization ordinance by adding \$1,000,000 for the Makawao-Pukalani-Kula Community Plan Area, Other Projects, for the Park Expansion.

The Economic Development Coordinator informed your Committee the State Legislature has appropriated \$5,000,000 to the State Department of Agriculture for an agricultural park in Upcountry Maui. The Department of Agriculture recommends the funds be granted to the County to acquire land for the Park Expansion.

She further informed your Committee the County negotiated with Haleakala Ranch Company to purchase two parcels, totaling 373.138 acres, located along Pulehu Road, Kula, Maui, Hawaii, for \$6,000,000. The mauka parcel is bordered by the Park's mauka boundary and Kula Highway. The makai parcel comprises former pineapple fields located along the south side of Pulehu Road, less than one-quarter mile below the Park.

The Economic Development Coordinator noted acquisition of the mauka parcel is subject to the County allowing three agricultural operations to continue based on existing license agreements. There are no encumbrances on the makai parcel.

Your Committee requested clarification of the processes that will govern the termination of the existing license agreements and the execution of new license agreements on the parcels.

A Deputy Corporation Counsel informed your Committee termination of the existing license agreements would follow the terms set forth in the agreements.

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The Economic Development Coordinator stated any future license agreements or leases of land within the Park Expansion area will be performed in accordance with administrative rules applicable to the Park.

Your Committee expressed concern about the long-term availability of water to support the Park Expansion.

The Economic Development Coordinator stated the County is entitled to withdraw 1.5 million gallons of water per day ("MGD") for the Park from Alexander & Baldwin, Inc.'s Reservoir 40. Approximately 0.55 MGD is allocated to existing farmers, leaving 0.6 MGD of available capacity. She said that should be more than sufficient to accommodate the Park Expansion.

In response to your Committee's questions, the Director of Water Supply informed your Committee the ditch system that delivers water to the Park is reliable. There have been few instances over the past ten years when the ditch dried up.

The Economic Development Coordinator said the Office of Economic Development will initiate planning and design of water infrastructure improvements needed to serve the Park Expansion. The Office intends to utilize a combination of County, State, and Federal funding sources for the improvements. Estimates for the improvement costs will be developed once initial engineering assessments are conducted.

The Economic Development Coordinator expressed support for the acquisition, noting the State is paying \$5,000,000 of the \$6,000,000 acquisition cost. Additionally, the County would secure the Park's water reservoir site, which is currently accessed through an easement with Haleakala Ranch.

Your Committee notes the purchase agreement reflects that, pursuant to Section 18.04.020(G), Maui County Code, the County initiated the makai parcel's subdivision.

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Your Committee further notes Section 19.30A.040, Maui County Code, provides that the subdivision of an agricultural property, when initiated by the County, does not reduce the property's maximum number of permitted lots.

Your Committee notes, by the County initiating the makai parcel's subdivision, Haleakala Ranch would receive more development potential than if the subdivision were initiated by an owner other than the County. If the subdivision were not County-initiated, then the maximum number of permitted lots entitled to Haleakala Ranch would be 41 instead of 55.

Your Committee supports the acquisition and desires to capitalize on the State's granting of funds to expand the Park to augment Maui's agriculture industry.

Your Committee voted 9-0 to recommend passage of the proposed bills, adoption of the proposed resolutions, and filing of the communication. Committee Chair Hokama, Vice-Chair White, and members Baisa, Carroll, Cochran, Couch, Crivello, Guzman, and Victorino voted "aye."

Your Committee is in receipt of revised proposed bills, approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions that take into account prior amendments to the FY 2016 Budget and adjustments to reflect the anticipated passage of other pending legislation.

Your Committee is also in receipt of revised proposed resolutions, approved as to form and legality by the Department of the Corporation Counsel, incorporating nonsubstantive revisions.

Your Budget and Finance Committee **RECOMMENDS** the following:

1. That Bill _____ (2015), attached hereto, entitled "A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2016 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO APPENDIX A, PART I, GRANT REVENUE - SCHEDULE

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OF GRANTS BY DEPARTMENTS AND PROGRAMS, OFFICE OF THE MAYOR (STATE OF HAWAII – KULA AGRICULTURAL PARK EXPANSION),” be PASSED ON FIRST READING and be ORDERED TO PRINT;

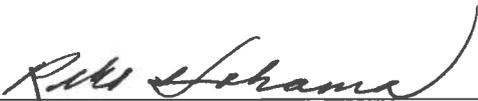
2. That Bill _____ (2015), attached hereto, entitled “A BILL FOR AN ORDINANCE AMENDING THE FISCAL YEAR 2016 BUDGET FOR THE COUNTY OF MAUI AS IT PERTAINS TO ESTIMATED REVENUES; MAKAWAO-PUKALANI-KULA COMMUNITY PLAN AREA, OTHER PROJECTS, KULA AGRICULTURAL PARK EXPANSION; TOTAL CAPITAL IMPROVEMENT PROJECT APPROPRIATIONS; AND TOTAL APPROPRIATIONS (OPERATING AND CAPITAL IMPROVEMENT PROJECTS),” be PASSED ON FIRST READING and be ORDERED TO PRINT;
3. That Bill _____ (2015), attached hereto, entitled “A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 4228, BILL NO. 35 (2015), RELATING TO THE ISSUANCE OF GENERAL OBLIGATION BONDS OF THE COUNTY OF MAUI (KULA AGRICULTURAL PARK EXPANSION),” be PASSED ON FIRST READING and be ORDERED TO PRINT;
4. That Resolution _____, as revised herein and attached hereto, entitled “APPROVING THE ACQUISITION OF 148.338 ACRES FOR THE EXPANSION OF THE KULA AGRICULTURAL PARK,” be ADOPTED;
5. That Resolution _____, as revised herein and attached hereto, entitled “APPROVING THE ACQUISITION OF 224.8 ACRES FOR THE EXPANSION OF THE KULA AGRICULTURAL PARK,” be ADOPTED; and
6. That County Communication 15-226 be FILED.

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This report is submitted in accordance with Rule 8 of the Rules of the Council.



RIKI HOKAMA, Chair

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ORDINANCE NO. _____

BILL NO. _____ (2015)

A BILL FOR AN ORDINANCE AMENDING
THE FISCAL YEAR 2016 BUDGET FOR THE COUNTY OF MAUI
AS IT PERTAINS TO APPENDIX A, PART I, GRANT REVENUE -
SCHEDULE OF GRANTS BY DEPARTMENTS AND PROGRAMS,
OFFICE OF THE MAYOR (STATE OF HAWAII - KULA
AGRICULTURAL PARK EXPANSION)

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 4231, Bill No. 38 (2015), Draft 1, as amended, "Fiscal Year 2016 Budget", Appendix A, Part I, Grant Revenue - Schedule of Grants by Departments and Programs for Fiscal Year 2016, is hereby amended as it pertains to the Office of the Mayor, by adding a new grant entitled, "State of Hawaii – Kula Agricultural Park Expansion", in the amount of \$5,000,000, to read as follows:

"7. Office of the Mayor

a. Hawaii State Commission on the Status of Women	6,000
b. Hawaii State Energy Office	25,000
c. Innovate Hawaii	10,000
d. Hawaii Tourism Authority (HTA) – County Product Enrichment Program (1) Provided, that disbursement for salaries and premium pay is not restricted by Section 5.	400,000
e. Workforce Investment Act (WIA) (1) Provided, that disbursement for salaries and premium pay is not restricted by Section 5.	910,000
f. Community Development Block Grant (CDBG) Program (1) Provided, that disbursement for salaries and premium pay is not restricted by Section 5.	1,711,591
<u>g. State of Hawaii – Kula Agricultural Park Expansion</u>	<u>5,000,000"</u>

SECTION 2. New material is underscored.

SECTION 3. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel

ORDINANCE NO. _____

BILL NO. _____ (2015)

A BILL FOR AN ORDINANCE AMENDING
THE FISCAL YEAR 2016 BUDGET FOR THE COUNTY OF MAUI
AS IT PERTAINS TO ESTIMATED REVENUES;
MAKAWAO-PUKALANI-KULA COMMUNITY PLAN AREA,
OTHER PROJECTS, KULA AGRICULTURAL PARK EXPANSION;
TOTAL CAPITAL IMPROVEMENT PROJECT APPROPRIATIONS; AND
TOTAL APPROPRIATIONS (OPERATING AND CAPITAL IMPROVEMENT PROJECTS)

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 4231, Bill No. 38 (2015), Draft 1, as amended, "Fiscal Year 2016 Budget", is hereby amended as it pertains to Section 2, Estimated Revenues, by increasing Bond/Lapsed Bond Fund in the amount of \$1,000,000; and by increasing Total Estimated Revenues in the amount of \$1,000,000, to read as follows:

"ESTIMATED REVENUES

FROM TAXES, FEES AND ASSESSMENTS:

Real Property Taxes		255,944,996
Circuit Breaker Adjustment		(360,846)
Charges for Current Services		126,381,439
Transient Accommodations Tax		23,280,000
Public Service Company Tax		9,061,812
Licenses/Permits/Others		31,629,389
Fuel and Franchise Taxes		22,430,000
Special Assessments		480,000
Other Intergovernmental		34,205,000

FROM OTHER SOURCES:

Interfund Transfers		46,473,347
Bond/Lapsed Bond	[27,002,372]	<u>28,002,372</u>
Carryover/Savings:		
General Fund		22,570,332
Sewer Fund		2,836,340
Highway Fund		3,678,085
Solid Waste Management Fund		(822,125)
Golf Fund		(149,289)
Liquor Fund		864,275
Bikeway Fund		327,789
Water Fund		<u>16,110,544</u>

TOTAL ESTIMATED REVENUES [621,943,460] 622,943,460"

SECTION 2. Fiscal Year 2016 Budget is hereby amended as it pertains to Section 4.D.3., From the Bond Fund, Makawao-Pukalani-Kula Community Plan Area, by adding an appropriation for a capital project entitled, "Kula Agricultural Park Expansion" under the project type, Other Projects, in the amount of \$1,000,000, to read as follows:

"D. From the Bond Fund

3. Makawao-Pukalani-Kula Community Plan Area

a. Government Facilities

(1) Kula Community Center Land Acquisition	307,000
(2) Waiakoa (Kula) Gym Acquisition	1,220,000

b. Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:

(1) Baldwin Avenue Resurfacing Phase 2	3,361,250
(2) Kokomo Road and Makawao Avenue Pavement Reconstruction, Phase 2	1,400,000

c. Other Projects

(1) <u>Kula Agricultural Park Expansion</u>	<u>1,000,000</u> "
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SECTION 3. Fiscal Year 2016 Budget is hereby amended as it pertains to the Total Capital Improvement Project Appropriations to reflect an increase of \$1,000,000, to read as follows:

"TOTAL CAPITAL IMPROVEMENT PROJECT APPROPRIATIONS	[102,266,630]	<u>103,266,630</u> "
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SECTION 4. Fiscal Year 2016 Budget is hereby amended as it pertains to the Total Appropriations (Operating and Capital Improvement Projects) to reflect an increase of \$1,000,000, to read as follows:

"TOTAL APPROPRIATIONS (OPERATING AND CAPITAL IMPROVEMENT PROJECTS)	[621,943,460]	<u>622,943,460</u> "
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SECTION 5. Material to be repealed is bracketed. New material is underscored.

SECTION 6. This Ordinance shall take effect upon its approval.

APPROVED AS TO FORM AND LEGALITY:



JEFFREY UEOKA
Deputy Corporation Counsel

ORDINANCE NO. _____

BILL NO. _____ (2015)

A BILL FOR AN ORDINANCE AMENDING ORDINANCE NO. 4228,
BILL NO. 35 (2015), RELATING TO THE ISSUANCE OF
GENERAL OBLIGATION BONDS OF THE COUNTY OF MAUI
(KULA AGRICULTURAL PARK EXPANSION)

BE IT ORDAINED BY THE PEOPLE OF THE COUNTY OF MAUI:

SECTION 1. Ordinance No. 4228, Bill No. 35 (2015), is amended by amending Section 1 to read as follows:

"SECTION 1. Authorization of General Obligation Bonds. Pursuant to Chapter 47, Hawaii Revised Statutes, as amended, and particularly Part I thereof, there are hereby authorized to be issued and sold from time to time general obligation bonds of the County of Maui, State of Hawaii (the "County") in an aggregate principal amount not to exceed [~~\$26,002,372~~] \$27,002,372 (the "Bonds"), the proceeds derived from the sale of which shall be used to pay all or part of the cost of appropriations for the public improvements of the County described in Section 2 hereof."

SECTION 2. Ordinance No. 4228, Bill No. 35 (2015), is amended by amending Section 2 to read as follows:

"SECTION 2. Disposition of Bond Proceeds. All or any portion of the proceeds derived from the sale of the Bonds or any notes issued in anticipation of the Bonds shall be used to pay all or part of the cost of any of the public improvements listed below in accordance with appropriations contained in the Fiscal Year 2016 Budget, including amendments and supplements thereto, duly approved by the Council of the County (the "Council") for the fiscal year ending June 30, 2016 (the "Fiscal Year 2016 Budget"); provided, however, that pursuant to Section 47-5, Hawaii Revised Statutes, the part of such proceeds which are in excess of the amounts required for the purposes for which the Bonds are initially issued from time to time, or which may not be applied to such purposes, or which the Council deems should not be applied to such purposes, may be applied to finance such other public improvements of the County as the Council shall, by ordinance approved by an affirmative vote of two-thirds of all of its members, determine; and provided further that the actual use and application of the proceeds of Bonds issued pursuant to this ordinance shall not in any way affect the validity or legality of such Bonds. No proceeds of the Bonds shall be applied to any public improvement listed in this section unless and until there shall be a valid appropriation of general obligation bond proceeds in effect for such public improvement. The public improvements provided for or to be provided for in the Fiscal Year 2016 Budget, to be financed with proceeds from the sale of the Bonds, are as follows:

Public Improvements:
Estimated Project Cost

1.	Hana Community Plan Area	
a.	Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1)	Piilani Highway Roadway and Embankment Repairs at Waiopai	500,000
(2)	Waiopai Bridge Improvements	600,000
2.	Paia-Haiku Community Plan Area	
a.	Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1)	Baldwin Avenue Bicycle Improvements	350,000
(2)	North Shore Greenway	350,000
3.	Makawao-Pukalani-Kula Community Plan Area	
a.	Government Facilities	
(1)	Kula Community Center Land Acquisition	307,000
(2)	Waiakoa (Kula) Gym Acquisition	1,220,000
b.	Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1)	Baldwin Avenue Resurfacing Phase 2	3,361,250
(2)	Kokomo Road and Makawao Avenue Pavement Reconstruction, Phase 2	1,400,000
c.	<u>Other Projects</u>	<u>1,000,000</u>
(1)	<u>Kula Agricultural Park Expansion</u>	
4.	Wailuku-Kahului Community Plan Area	
a.	Government Facilities	
(1)	Kalana O Maui Campus Electrical Upgrades	1,200,000
b.	Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
(1)	Kahekili Highway Improvements	3,000,000
(2)	Kuikahi Drive Pavement Rehabilitation	440,000

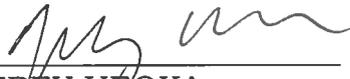
5.	Kihei-Makena Community Plan Area	
a.	Drainage	
	(1) South Kihei Road Culvert Replacement at Waiakoa	1,600,000
b.	Road Improvements (and related improvements, beautification, sidewalks, bike paths, drainage, bridge repairs and maintenance, safety and utilities, accessibility for persons with disabilities) including:	
	(1) North South Collector Road (Namauu Place to Kulanihakoi Street)	553,622
6.	West Maui Community Plan Area	
a.	Drainage	
	(1) Lahaina Watershed Flood Control	2,000,000
7.	Molokai Community Plan Area	
a.	Drainage	
	(1) Kaunakakai Drainage System B	400,000
b.	Government Facilities	
	(1) Kaunakakai Police Station	250,000
8.	Countywide	
a.	Drainage	
	(1) Countywide Drainage Improvements	1,500,000
b.	Government Facilities	
	(1) Countywide Facility Building Improvements	750,000
c.	Other Projects	
	(1) Bus Stops and Shelters	800,000
	(2) Countywide Equipment	3,650,500
	(a) Provided, that \$2,162,500 shall be for a D8 Dozer, a 4,000-Gallon Water Truck, a Roll-off Truck, and (2) 28-Cubic-Yard Refuse Trucks for the Solid Waste Operations Program.	
	(b) Provided, that \$988,000 shall be for a D8 Dozer with Ripper Attachment for the Iao Flood Control Project.	
	(c) Provided, that \$500,000 shall be for a Pumper Truck for the Pukoo Fire Station.	
d.	Parks and Recreation	
	(1) Large Capacity Cesspool Closure	550,000

The cost of issuance of the Bonds or any series thereof, including without limitation, the initial fee of paying agents and registrars, the fees of financial consultants and bond counsel, the cost of preparation of any Official Statement relating to the Bonds, any notices of sale and forms of bid and the definitive Bonds, and the costs of publication of any notices of sale, may be paid from the proceeds of the Bonds or any series thereof and such costs shall be allocated pro rata to each of the foregoing projects financed from such proceeds."

SECTION 3. Material to be repealed is bracketed. New material is underscored.

SECTION 4. This ordinance shall take effect upon its approval.

APPROVED AS TO FORM
AND LEGALITY:



JEFFREY UZOKA
Deputy Corporation Counsel
County of Maui

ords.budget.2016\2015-09-25 bond amd Kula Ag Park Expansion
LF 2015-5107

Resolution

No. _____

APPROVING THE ACQUISITION OF 148.338 ACRES FOR THE EXPANSION OF THE KULA AGRICULTURAL PARK

WHEREAS, HALEAKALA RANCH COMPANY, a Hawaii corporation, ("Haleakala") is the fee owner of the lot identified for real property tax purposes as tax map key (2) 2-3-002:007, consisting of approximately 148.338 acres ("Acquisition Land"); and

WHEREAS, the County of Maui desires to purchase the Acquisition Land from Haleakala; and

WHEREAS, the County of Maui and Haleakala desire to enter into the REAL PROPERTY PURCHASE AND SALE AGREEMENT PULEHU FARM SUBDIVISION, LOT 2 TMK: (2) 2-3-002:007, attached hereto as Exhibit "1", for the purchase of the Acquisition Land; and

WHEREAS, the Acquisition Land has been identified by the County of Maui for the expansion of the Kula Agricultural Park; and

WHEREAS, there are currently two unrecorded licenses on the Acquisition Land for the cultivation and processing of vegetable crops; and

WHEREAS, there is currently one unrecorded license on the Acquisition Land for certain horticultural and orchard production operations along with the right to construct a residence and other structures incidental to licensee's use of the licensed area; and

WHEREAS, Haleakala has agreed to sell the Acquisition Land to the County of Maui for \$2,900,000; and

WHEREAS, Haleakala has agreed to pay the closing costs associated with this transaction; and

WHEREAS, the County of Maui, through its Office of Economic Development, is prepared to receive a grant from the State of Hawaii to assist with the purchase of the Acquisition Land; and

WHEREAS, Section 3.44.015(B), Maui County Code, provides that, in the case of real property with a purchase price that exceeds \$100,000, authorization by the Council by resolution is required; now, therefore

Resolution No. _____

BE IT RESOLVED by the Council of the County of Maui:

1. That the Council finds that the acquisition of the Acquisition Land is in the public interest; and
2. That pursuant to Section 3.44.015(B), Maui County Code, the Council hereby approves the acquisition of the Acquisition Land; and
3. That it does hereby authorize the Mayor of the County of Maui, or the Mayor's duly authorized representative, to execute all necessary documents in connection with the acquisition of the Acquisition Land; and
4. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, and Haleakala Ranch Company.

APPROVED AS TO FORM
AND LEGALITY:



JEFFREY OOKA
Deputy Corporation Counsel
County of Maui
2015-4044

REAL PROPERTY PURCHASE AND SALE AGREEMENT
PULEHU FARM SUBDIVISION, LOT 2
TMK: (2) 2-3-002:007

This Real Property Purchase and Sale Agreement ("Agreement") made effective _____, 2015 by and between HALEAKALA RANCH COMPANY, a Hawaii corporation (hereinafter referred to as "Owner" and/or "Seller") and COUNTY OF MAUI, a political subdivision of the State of Hawaii (hereinafter referred to as "County" and/or "Buyer").

RECITALS

- (a) Seller is the owner of the fee simple interest in the parcel of land located in the Pulehu Farm Subdivision that is more particularly described in Exhibit A attached hereto and contains an aggregate of approximately 148.338 acres of land.
- (b) Seller desires to sell, and Buyer desires to purchase said parcel on the terms set forth in this Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS.**

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"**Buyer**" is defined in the first paragraph of this Agreement.

"**Buyer's Closing Documents**" is defined in Section 4.3.

"**Closing**" is defined in Section 4.1.

"**Closing Date**" means the date and time as of which the Closing actually takes place.

"**Closing Payment**" is defined in Section 2.2 (a).

"**Consent**" means any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

"**DCCA**" means the Department of Commerce and Consumer Affairs of the State of Hawaii.

Real Property Purchase Agreement: TMK: (2) 2-3-002:007

"Effective Date" shall mean the date when this Agreement is fully-executed by the parties, which shall not be before the Maui County Council approval of the budget amendment appropriating the funds for the purchase contemplated by this Agreement is certified by the Maui County Clerk. The effective date must be no later than December 31, 2015.

"Encumbrance" means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership.

"Escrow Agent" means Title Guaranty Escrow Services, Inc. – Kahului Branch, 80 South Puunene Avenue, Kahului, HI 96732: Attention: Michael Gamberdell, Branch Manager.

"Governmental Body" means any: (a) federal, state, local, or municipal government; or (b) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature over the Property.

"Hazardous Materials" means and includes any and all radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under, or for the purposes of, the Hazardous Materials Laws.

"Hazardous Materials Laws" means and includes all federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq. the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, and any similar state or local laws or ordinances and the regulations now or hereafter adopted, published and or promulgated pursuant thereto.

"Knowledge" means an individual is actually aware of a particular fact or other matter, without imposing any duty of inquiry or investigation.

"Legal Requirement(s)" means any federal, state, local, or municipal administrative order, constitution, law, ordinance, regulation, statute, or treaty.

Real Property Purchase Agreement: TMK: (2) 2-3-002:007

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, or other entity or Governmental Body.

“Proceeding” means any action, arbitration, hearing, litigation, or suit (whether civil, criminal, or administrative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body.

“Property” is defined in Section 2.1.

“Purchase Price” is defined in Section 2.2.

“Real Property” is defined in Section 2.1(a).

“Seller” is defined in the first paragraph of this Agreement.

“Seller’s Closing Documents” is defined in Section 4.2.

“Title Company” means Title Guaranty of Hawaii, Inc., or such other title company authorized to do business in the State of Hawaii chosen by Seller and acceptable to Buyer.

“Title Report” is defined in Section 3.3.

2. SALE OF PROPERTY.

2.1 Sale of Property. Subject to the terms and conditions of this Agreement, at the Closing, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described Property (collectively the **“Property”**):

(a) Real Property. The fee simple real estate described in **Exhibit A**, together with the improvements, fixtures, appurtenant easements, and other real property interests appurtenant to such fee simple estate;

(b) Licenses. All of Seller’s interest, as licensor, under the existing license agreements affecting portions of the Property that are identified in **Exhibit D**; and

(c) Personal Property. All development rights and permits for the Property, to the extent Seller has the right to assign the same.

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2.2 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be **TWO MILLION NINE HUNDRED THOUSAND AND NO/100 DOLLARS (\$2,900,000.00)**. Buyer shall pay the Purchase Price as follows:

(a) At Closing, Buyer shall pay Seller, through Escrow Agent, the balance of the Purchase Price plus or minus net adjustments and prorations provided for in this Agreement. The Closing Payment shall be made in cash or other immediately available federal funds to Escrow Agent by the deadline specified by the Escrow Agent.

3. **BUYER'S REVIEW OF THE PROPERTY.**

3.1 Property Survey. Prior to execution of this Agreement Seller has provided to Buyer the approved subdivision map for the "Pulehu Farm Subdivision" that created the Property (the "**Survey**"). Seller has no obligation to provide any additional surveys and maps.

3.2 Due Diligence. Prior to the Effective Date of this Agreement, Buyer and its agents and professional advisors have had the opportunity to conduct all investigations and tests that it desired with respect to the Property; and is satisfied with the results of its investigations and tests.

3.3 Title Report. Attached hereto as **Exhibit B** is a Preliminary Report for the Property from the Title Company (collectively, the "**Title Report**").

3.4 Permitted Exceptions. All matters referred to in the Title Report, the Survey and the Limited Warranty Deed of the Property attached hereto as **Exhibit C** that will be recorded at Closing (the "**Deed**") shall be hereinafter referred to as the "**Permitted Exceptions**". If at Closing Seller is unable to convey title subject only to the Permitted Exceptions, Buyer may terminate this Agreement.

3.5 Condition of Property; Property to be Purchased "As Is". As a material inducement to Seller to execute this Agreement, Buyer acknowledges and agrees that, except as expressly provided in this Agreement, Buyer waives any contingencies to the Closing of this Agreement. In addition Buyer agrees that as of the Closing Date: (a) Buyer will have had an opportunity to fully examine and inspect the Property, including the physical condition of the Property; (b) Buyer will have accepted the physical condition, value, financing status, use, leasing, operation, tax status, income and expenses of the Property; (c) the Property will be purchased by Buyer "AS IS" and "WITH ALL FAULTS" and, Buyer shall assume responsibility for the physical condition of the Property and its compliance with all applicable Legal Requirements, and shall assume all liability and responsibility resulting from any violation of the Hazardous Materials Laws occurring either prior to the Closing Date, to the extent arising on a portion of the Property under control of Buyer at the time of such violation or after the Closing; (d) Buyer recognizes that the Property is not new and acknowledges that:

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(i) consistent with the "AS IS" clause in subparagraph (c) above, the Property shall be sold in the same condition that it is in on the date of this Agreement; and (ii) Seller will not be required to take any action with respect to the Property, including, but not limited to the repair or replacement of any part of the Property; and (e) Buyer has decided to purchase the Property solely on the basis of its own independent investigation. Seller has not made, does not make, and has not authorized anyone else to make any representation as to the present or future physical condition, value, financing status, use, leasing, operation, tax status, income and expenses or any other matter or thing pertaining to the Property, except as expressly set forth in this Agreement, and Buyer acknowledges that no such representation has been made and that in entering into this Agreement Buyer does not rely on any representation other than those expressly set forth in this Agreement. The provisions of this Section 3.5 shall survive Closing.

3.6 Disclaimer. Except as expressly set forth in this Agreement, Seller makes no warranty or representation, express or implied or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the Property. Seller shall not be liable for or bound by any verbal or written statements, representations, real estate broker's "setups" or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or any other Person unless the same are specifically set forth in this Agreement or in any document delivered by Seller pursuant to this Agreement or at Closing.

4. CLOSING AND PRORATIONS.

4.1 Closing. Recordation of the documents necessary to complete the purchase and sale provided for in this Agreement (the "**Closing**") will occur on a mutually agreeable date no later than thirty (30) days after the certification of the Maui County Council approval of the budget amendment appropriating the funds for the purchase contemplated by this Agreement, but in any event not later than January 31, 2016 (the "**Closing Date**"). Seller shall have the option to extend the Closing Date by up to 90 days in order to accommodate Seller's planned 1031 exchange. In addition, if Buyer and Seller have separately entered into a purchase and sale agreement regarding approximately 224.8 acres of land within TMKs (2) 2-5-1-3 & -4 with a closing date subsequent to the Closing Date described above, Seller shall have the right to extend the Closing so that it occur concurrently with the closing under that separate agreement.

4.2 Seller's Closing Documents and Requirements. Not later than two (2) business days prior to Closing, Seller will deposit with the Escrow Agent, the following documents, in each case duly executed by Seller or the appropriate Person, and if applicable, acknowledged and in recordable form ("**Seller's Closing Documents**"):

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(a) The Deed in the form attached as **Exhibit C**, to be recorded at Closing and provided to Buyer and Seller.

(b) A certificate of non-foreign status, upon request of Buyer, in form and content required by law certifying that Seller is not a "foreign person" as such term is used under Section 1445 of the Internal Revenue Code.

(c) A certificate of resident status in form and content required by law certifying Seller is a "resident person" as such term is used in H.R.S. Section 235-68.

(d) A certificate of good standing for Seller issued by the DCCA not more than ten (10) business days before the Closing Date, upon request of Buyer.

(e) Certified resolutions of Seller's directors (and shareholders, if required) approving the transaction contemplated by this Agreement.

4.3 Buyer's Closing Documents and Requirements. At the Closing, Buyer will deposit with the Escrow Agent, the following funds and documents, in each case duly executed by Buyer or the appropriate Person, and if applicable, acknowledged and in recordable form ("**Buyer's Closing Documents**"):

(a) The Closing Payment as required by Section 2.2.

(b) The Deed

4.4 Expenses.

(a) Seller's Expenses. Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) the premium for the issuance of the Title Policy (defined below) in the amount of the Purchase Price; (c) the escrow fees charged by the Escrow Agent; and (d) all other costs and expenses incident to the Closing of this transaction and not expressly provided above.

4.5 Adjustments and Prorations. All receipts and disbursements of the Property will be prorated on the Closing Date and the Purchase Price will be adjusted on the following basis:

(a) Property Taxes and Other Expenses. All real and personal property ad valorem taxes, installments of special assessments, if any, for the year of closing and all other expenses of operating the Property for the year of Closing shall be the responsibility of the Seller.

(b) Post-Closing Adjustments. If at any time within thirty (30) days following the Closing either party discovers any items which should have been included in the adjustments and prorations described in this section but which were omitted

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therefrom, or any material error in the computation of such adjustments, such items shall be properly adjusted as of the Closing Date without interest thereon. Further, items otherwise not capable of determination prior to the Closing Date, for periods prior to the Closing Date, shall be determined and adjusted without interest thereon within thirty (30) days of the Closing Date.

4.6 1031 Exchange. Seller reserves the right to structure the conveyance of the Property to Buyer as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Seller may assign this Agreement to a qualified intermediary in order to facilitate the Code Section 1031 exchange transaction. Buyer agrees to cooperate in effecting such transaction, including, without limitation, consenting to the assignment of this Agreement to a qualified intermediary, provided that any such exchange transaction, and the related documentation, shall: (a) not require Buyer to execute any contract (other than as set forth herein), make any commitment, incur any expense, or incur any obligations, contingent or otherwise, to third parties which would expand Buyer's obligations beyond this Agreement, (b) not delay the Closing or the transaction contemplated by this Agreement (other than the extension permitted under Section 4.1), or (c) not include Buyer's acquiring title to any other property.

5. LICENSES.

5.1 Prior to or at Closing, Seller shall execute and deliver to Escrow Agent an Assignment of Licenses in the form attached as **Exhibit D** (the "**Assignment**").

5.2 Buyer shall have the right to inspect the licensed premises or any portion thereof. Seller shall provide Buyer access to the license premises during reasonable hours. Buyer shall notify Seller in writing no later than 5 days of any deficiencies discovered during the inspections. Seller shall have 14 calendar days to cure any deficiencies. Buyer may terminate this Agreement should Seller fail to cure all deficiencies to the satisfaction of the Buyer.

6. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that:

6.1 Organization and Good Standing. Seller is a domestic profit corporation duly organized, validly existing, and in good standing under the laws of the State of Hawaii and is duly authorized to conduct business in the State of Hawaii.

6.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of the Seller's Closing Documents, the Seller's Closing Documents will constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has the absolute and

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unrestricted right, power, and authority to execute and deliver this Agreement and the Seller's Closing Documents and to perform its obligations under this Agreement and the Seller's Closing Documents. Neither the execution nor delivery of this Agreement by Seller nor the consummation or performance of any of Seller's obligations hereunder will contravene, conflict with, or result in a violation or breach of any provision of any agreement to which Seller is a party.

7. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller that:

7.1 Organization and Good Standing. Buyer is political subdivision of the State of Hawaii.

7.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the Buyer's Closing Documents, the Buyer's Closing Documents will constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. Buyer has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Buyer's Closing Documents and to perform its obligations under this Agreement and the Buyer's Closing Documents. Neither the execution nor delivery of this Agreement by Buyer nor the consummation or performance of any of Buyer's obligations hereunder will contravene, conflict with, or result in a violation or breach of any provision of any agreement to which Buyer is a party.

8. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.

Buyer's obligation and authority to purchase and close this transaction is subject to the approval of the Maui County Council in accordance with the provisions and requirements of Chapter 3.44 of the Maui County Code, and further, subject to said Maui County Council's approval to fund the purchase. Buyer shall not sign this Agreement unless and until such conditions are first satisfied.

Buyer's obligation to purchase the Property and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

8.1 Accuracy of Representations. All of Seller's representations and warranties in this Agreement must have been accurate in all material respects as of the date of this Agreement, and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

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8.2 Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects. Each document required to be delivered pursuant to Section 4.2 must have been delivered.

8.3 Title Policy. Buyer shall have received a commitment from the Title Company to issue (i) a fee simple standard owner's policy effective as of the Closing, in the amount of the Purchase Price, insuring that Buyer is the owner of the fee simple interest in the Property, and that title to the Property is marketable and clear of Encumbrances other than the Permitted Exceptions (collectively, the "**Title Policy**").

9. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.

Seller's obligation to sell the Property and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

9.1 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

9.2 Buyer's Performance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects. Buyer must have delivered each of the documents required to be delivered by Buyer pursuant to Section 4.3, and must have made the cash payments required to be made by Buyer pursuant to Section 2.2.

10. RISK OF LOSS; EMINENT DOMAIN.

10.1 Casualty or Taking. Seller and Buyer hereby waive the Uniform Vendor and Purchaser Risk Act, H.R.S. Chapter 508. If, prior to the Closing, the Property is damaged by fire, vandalism, acts of God or other casualty or cause ("**Casualty**"), or the Property is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (a "**Taking**") then the procedures of this Section 10 shall apply.

10.2 Obligated to Close. If the cost of required repair or replacement related to or arising out of the Casualty or if the value of the Taking is \$100,000.00 or less, or the Taking is by the County of Maui or any agency or instrumentality thereof, Buyer shall proceed to close and take the Property as diminished by such events. In

the case of a Casualty there shall be no adjustment of the Purchase Price and all insurance proceeds otherwise payable to Seller on account of such casualty shall be paid to Buyer. In the case of a Taking, there will be no adjustment of the Purchase Price and all awards otherwise payable to Seller shall be paid to Buyer.

10.3 Buyer's Option to Close. If the cost of repair or replacement related to or arising out of the Casualty or if the value of the Taking is greater than \$100,000.00 and the Taking is not by the County of Maui or any agency or instrumentality thereof, Buyer, at its sole option, may elect either to (a) terminate this Agreement by written notice to Seller given at or prior to the Closing; or (b) proceed to close in the manner set forth in Section 10.2.

10.4 Determination of Cost of Casualty or Taking. The cost of repair or replacement related to or arising out of the Casualty or the value of the Taking shall be determined by Seller and Buyer, or, if they are unable to agree, by an independent appraiser selected by two other appraisers, each of which shall be selected by Seller and Buyer.

10.5 Insurance and Awards. If, pursuant to the preceding Sections, Buyer is either obligated or elects to take the Property as it is together with the insurance or condemnation proceeds or the right to receive the same, Seller agrees to cooperate with Buyer in any loss adjustment or condemnation negotiations, legal actions and agreements with the insurance company or the condemning authority, and to assign to Buyer at the Closing its rights to such insurance or condemnation proceeds and will not settle any insurance claims, condemnation awards or legal actions relating thereto without Buyer's prior written consent.

10.6 Termination. If this Agreement is terminated pursuant to this Section 10, the parties hereto shall be released from all further obligations and liabilities hereunder.

11. GENERAL PROVISIONS.

11.1 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses, fees, and costs incurred in connection with the preparation, execution, and performance of this Agreement and the contemplated transactions, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party. In any case where this Agreement is terminated without the fault of either party, the Buyer and Seller shall share equally any cancellation fees charged by Escrow Agent. In the event of a dispute arising out of this Agreement, the prevailing party in any Proceeding may be entitled to recover its costs and expenses and reasonable attorneys' fees, including

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such costs and expenses on appeal, unless otherwise agreed upon and/or ordered by court and subject to Maui County Code Chapter 3.16.

11.2 Notices. Any notice or demand to Seller or Buyer provided for or permitted by this Agreement shall be given in writing (unless otherwise expressly provided), and may be: (a) mailed as registered or certified mail, addressed to such party at its post office address herein specified or the last such address designated by such party in writing to the other; or, (b) delivered personally within the State of Hawaii to any one of Seller or Buyer or any officer of a party if such party is a corporation or any general partner of a party if such party is a partnership, or any manager or member of a party if such party is a limited liability company, as the case may be; (c) sent by facsimile transmission (herein "Fax") to the Fax number, if any, of such party as specified herein or such other Fax number designated by such party in writing to the other or (d) delivered by Federal Express or other reliable overnight courier. Any such written notice shall be deemed received at the time of such personal delivery or receipt of the Fax (as evidenced by a confirmation slip indicating the fax was sent to the appropriate number set forth below), or at 5:00 P.M. (Hawaii Standard Time) on the third business day after being deposited with the United States mail as aforesaid, or on the next business day after being sent by overnight courier, as the case may be.

The initial address for each party is as follows:

To Seller: HALEAKALA RANCH COMPANY
529 Kealaloa Avenue
Makawao, Hawaii 96768
Attn: Don Young
Tel: (808) 572-1500
Fax: (808) 572-7288

To Buyer: COUNTY OF MAUI
Kalana O Maui Building
200 South High Street
Wailuku, Maui 96793
Attn: Director of Finance
Tel: (808) 270-7844
Fax: (808) 270-7878

Rejection or other refusal to accept, or inability to deliver because of changed address of which no written notice was received, will constitute receipt of the notice or other communication.

11.3 Jurisdiction of Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Hawaii, County of Maui,

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or, if it has or can acquire jurisdiction, in the United States District Court for the District of Hawaii, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or Proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

11.4 Further Assurances. The parties agree: (a) to furnish upon request to each other such further information; (b) to execute and deliver to each other such other documents; and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

11.5 Waiver. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

11.6 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

11.7 Construction. This Agreement and any certificates or documents delivered pursuant to this Agreement will be construed without regard to which party drafted the document or any particular provision therein.

11.8 Assignments, Successors, and No Third-Party Rights. Buyer may not assign its rights and obligations hereunder to any other person without the prior written consent of Seller which may be withheld in Seller's sole discretion. In the event of any permitted assignment, the assignee shall assume in writing all of the assignor's obligations hereunder. The assignor shall in no event be released from its obligations hereunder by reason of any assignment. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns.

11.9 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held

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invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

11.10 Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

11.11 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

11.12 Governing Law. This Agreement will be governed by the laws of the State of Hawaii without regard to conflicts of laws principles.

11.13 Brokers. Seller and Buyer each represent it has not engaged or contracted with any person entitled to any brokerage commission or finder's fee in connection with this transaction. Each party agrees, to the extent permitted by law, to indemnify the other party against any claim asserted against or adjudged against the other party, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of the indemnifying party, including all attorney's fees, costs, expenses and any other fees incurred by, charged against or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

11.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

11.15 Dispute Prevention Resolution. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the parties to this Agreement agree to attempt to resolve such dispute in the following manner. First, the parties agree to attempt to resolve such dispute(s) through direct negotiations between representatives of each party. Second, if the dispute or any issues remain unresolved after attempts to negotiate, the parties agree to submit the dispute to a mutually agreed upon mediator, provided, however, if the dispute is not resolved within thirty (30) days after demand by either Seller or Buyer, Buyer and Seller shall have the right to exercise all remedies available at law or in equity.

11.16 No Party Deemed Drafter. The parties hereby represent that they have reviewed this Agreement and all of the documents memorializing the transaction

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contemplated herein and agree that no party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against either party as drafter of this Agreement and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

11.17 Exhibits. The following exhibits are attached hereto, incorporated herein, and made a part hereof:

Exhibit "A"	Description of the Property
Exhibit "B"	Title Report Regarding the Property
Exhibit "C"	Limited Warranty Deed with Reservations and Covenants
Exhibit "D"	Assignment of Licenses

Signatures begin on the following page.

Real Property Purchase Agreement: TMK: (2) 2-3-002:007

IN WITNESS WHEREOF, Seller and Buyer have executed this REAL PROPERTY PURCHASE AND SALE AGREEMENT as of the date first set forth above.

SELLER:

HALEAKALA RANCH COMPANY,
a Hawaii Domestic Profit Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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BUYER:

COUNTY OF MAUI

By: _____
ALAN M. ARAKAWA
Its: Mayor

By: _____
DANILO F. AGSALOG
Its: Director of Finance

APPROVAL RECOMMENDED:

TEENA M. RASMUSSEN
Director of Economic Development

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel
County of Maui

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

On this ____ day of _____, 2015, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Real Property
Purchase and Sale Agreement

Doc. Date: _____ or Undated at time of notarization

No. of Pages: _____ Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

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STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

Notary Public, State of Hawaii
Printed Name: _____
My commission expires: _____

(Official Stamp or Seal)

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: Real Property Purchase and Sale Agreement	
Doc. Date: _____ or <input type="checkbox"/> Undated at time of notarization	
No. of Pages: _____ Jurisdiction: Second Circuit (in which notarial act is performed)	
_____ Signature of Notary	_____ Date of Notarization and Certification Statement
_____ Printed Name of Notary	
(Official Stamp or Seal)	

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EXHIBIT "A"
PROPERTY DESCRIPTION

PROPERTY DESCRIPTION

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47)) situate, lying and being at Pulehunui, Kula, Island and County of Maui, State of Hawaii, being LOT 2 of the Pulehu Farm Subdivision and thus bounded and described:

Beginning at a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" at the west corner of this parcel of land, on the northeasterly boundary of the Pulehu Road right-of-way, said pipe also being the south corner of Lot 26 of the Kula Agricultural Park - Phase III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KIKALAPUU" being:

1,639.49 feet North
7,825.05 feet West

and running by azimuths measured clockwise from true South:

1. 212° 10' 00" 2748.72 feet along Lot 26, Lot 32 (Kulakula Road lot) and Lot 27 of said Kula Agricultural Park - Phase III, along the remainder of said Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47) to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5953" on the Pulehunui/Omaopio boundary line, also being the middle of Pohakuokala Gluch, on the southwesterly boundary line of Lot B of The Good Farms Subdivision and Land Commission Award 281-B to Ali;

Thence along said Pulehunui/Omaopio boundary line, along said Land Commission Award 281-B to Ali, along said middle of Pohakuokala Gulch, with all its sinousities, for the next seventeen (17) courses, the direct azimuths and distances being:

2. 311° 08' 50" 65.67 feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

3.	302°	11'	40"	254.73	feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
4.	287°	15'	40"	75.89	feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
5.	10°	04'	00"	112.35	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
6.	316°	12'	40"	237.98	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
7.	359°	28'	45"	168.31	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
8.	299°	23'	20"	70.12	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
9.	278°	46'	45"	97.59	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
10.	277°	35'	20"	198.93	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with

				yellow plastic cap stamped "RLS 2715, RLS 5983";	
11.	283°	16'	30"	346.20	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
12.	279°	26'	00"	83.19	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
13.	252°	52'	00"	272.04	feet along said Lot 1-A-4-C-3-A as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
14.	272°	50'	00"	213.21	feet along said Lot 1-A-4-C-3-A as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
15.	298°	40'	00"	264.04	feet along said Lot 1-A-4-C-3-A and 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
16.	308°	10'	00"	182.43	feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
17.	282°	18'	00"	123.90	feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

18. 289° 00' 00" 254.87 feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
19. 20° 11' 00" 2104.35 feet along said Lot 1 of the Pulehu Farm Subdivision, along and remainder of said Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47) to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" in the middle of Pulehu Gulch, also being the northeasterly boundary of Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002;

Thence along the centerline of said Pulehu Gulch with all its sinousities for the next six (6) courses, the direct azimuth and distances being:

20. 121° 30' 50" 369.51 feet along said Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
21. 119° 12' 00" 862.40 feet along said Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
22. 83° 31' 00" 330.34 feet along Lots 2 and 1 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcels 81 and 80 of Tax Map Key: (2) 2-3-002, to a (found) 3/4-inch pipe;
23. 105° 00' 00" 183.93 feet along said Lot 1 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcels 81 and 80 of Tax Map Key: (2) 2-3-002, to Kalama to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" at the northeast corner of Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002;

24. 76° 40' 00" 374.00 feet along said Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002, to a (found) chiseled cross on rock;

25. 87° 40' 00" 726.46 feet along said Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" on the northeasterly boundary of the Pulehu Road right-of-way;

Thence along said northeasterly boundary of the Pulehu Road right-of-way on the arc of a curve to the left, concave southwesterly with a radius of 720.00 feet, the chord azimuth and distance being:

26. 117° 53' 15" 466.14 feet to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

27. 99° 00' 00" 100.00 feet along the northerly boundary of said Pulehu Road right-of-way to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

Thence along the northeasterly boundary of said Pulehu Road right-of-way on the arc of a curve to the right, concave northeasterly with a radius of 350.00 feet. the chord azimuth and distance being:

28. 101° 35' 00" 31.57 feet to the point of beginning and containing an area of 148.338 acres, more or less.

Together with a perpetual non exclusive easement five (5) feet wide appurtenant to Tax Map Key No. 2-3-02:7 for water purposes, as granted by instrument dated September 28, 1987, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 21212 at Page 374, and subject to the terms and provision contained therein.

Together with a perpetual non exclusive easement five (5) feet wide appurtenant to Tax Map Key No. 2-3-02:7 for water purposes, as granted by instrument dated November 6, 1987, recorded in said Bureau in Liber 21623 at Page 18, and subject to the terms and provision contained therein.

Said above described parcel of land having been acquired by Haleakala Ranch Company, a Hawaii corporation, as follows:

(1) By Deed of Louise A. Hurston and Edward H. Bailey, doing business together under the firm name of Haleakala Ranch Company, dated September 1, 1888, recorded in said Bureau in Book 114 at Page 407; and

(2) By Warranty Deed With Reservations, Covenants & Indemnities of Pulehu Farm, LLC, a Hawaii limited liability company, dated December 22, 2008, recorded in said Bureau as Document No. 2009-000440.

EXHIBIT "B"
TITLE REPORT

PRELIMINARY REPORT
(No Liability Hereunder)

This report (and any revisions thereto) is issued solely for the convenience of the titleholder, the titleholder's agent, counsel, purchaser or mortgagee, or the person ordering it for the purpose of facilitating the issuance of a policy of title insurance by Title Guaranty of Hawaii and no liability will arise under this report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports that, subject to those matters set forth in Schedule "B" hereof, the title to the estate or interest to the land described in Schedule "C" hereof is vested in:

HALEAKALA RANCH COMPANY,
a Hawaii corporation,
as Fee Owner

This report is dated as of March 19, 2015 at 8:00 a.m.

Inquiries concerning this report
should be directed to
KELLY MILLER.
Email kmmiller@tghawaii.com.
Fax (808) 521-0287.
Telephone (808) 533-5804.
Refer to Order No. 201512728.

Inquiries concerning Escrow
should be directed to
Michael E. Gamberdell.
KAHULUI OFFICE
Email mgamberdell@tghawaii.com.
Fax (808) 871-2222.
Telephone (808) 871-2220.
Escrow No. 15057348

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.

Tax Key: (2) 2-3-002-007 Area Assessed: 148.338 acres

Tax Classification: AGRICULTURAL

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.

2. Mineral and water rights of any nature in favor of the State of Hawaii.

3. Any and all existing roadways, trails, easements, right of way, flumes & irrigation ditches.

4. Reservoir(s) referenced on tax map and any matters arising out of Chapter 179D of the Hawaii Revised Statutes

5. DESIGNATION OF EASEMENT "7"

PURPOSE : road and waterline purposes
SHOWN : on Tax Map

6. DESIGNATION OF EASEMENT "8"

PURPOSE : waterline purposes
SHOWN : on Tax Map

7. DESIGNATION OF EASEMENT "9"

PURPOSE : pond purposes
SHOWN : on Tax Map

SCHEDULE B CONTINUED

8. Restriction of Vehicular Access along Kula Highway, Federal Aid Project No. BF-037-1(1), as described in DEED dated March 19, 1962, recorded in Liber 4298 at Page 68. Said DEED reserved right at any time to relocate the point of vehicle access, the same having been amended by Agreement by and between HALEAKALA RANCH COMPANY and the STATE OF HAWAII dated March 15, 1965, recorded in Liber 5011 at Page 159, subject to the terms and provision contained therein.

9. GRANT

TO : COUNTY OF MAUI DEPARTMENT OF WATER SUPPLY and MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation

DATED : June 8, 1982

RECORDED : Liber 16470 Page 23

GRANTING : an easement as may be necessary for the transmission of electricity being more particularly described on Sketch No. M82-41 attached hereto

ABOVE GRANT AMENDED BY INSTRUMENT

DATED : September 12, 1983

RECORDED : Liber 17323 Page 606

RE : by substituting the description of the easement as shown in Exhibit "A" for the Exhibit "A" attached herein; being EASEMENT "C" for electrical purposes as shown on Map attached thereto.

10. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation, and HAWAIIAN TELEPHONE COMPANY, a Hawaii corporation now known as HAWAIIAN TELCOM, INC.

DATED : February 18, 1983

RECORDED : Liber 16982 Page 438

GRANTING : an easement as may be necessary for the transmission of electricity being more particularly described on Sketch No. M83-08 attached hereto

SCHEDULE B CONTINUED

ABOVE GRANT AMENDED BY INSTRUMENT

DATED : October 25, 1984
RECORDED : Liber 18266 Page 600
RE : by substituting the description of the easement attached hereto as Exhibit "A"; being EASEMENT "E-4" for electrical purposes described therein

11. The terms and provisions contained in the following:

INSTRUMENT : LICENSE AGREEMENT FOR USE OF ROADWAY

DATED : March 7, 1984
RECORDED : Liber 17716 Page 348
PARTIES : COUNTY OF MAUI, a political subdivision of the State of Hawaii, and HALEAKALA RANCH COMPANY, a Hawaii corporation
RE : EASEMENT "A" (10ft wide) for waterline purposes affecting a portion of Pulehu Road in favor of Haleakala Ranch Company

ABOVE AGREEMENT AMENDED BY INSTRUMENT

DATED : January 24, 1985
RECORDED : Liber 18431 Page 505
RE : add as a licensee, Maui Land & Pineapple Company, Inc.

12. The terms and provisions contained in the following:

INSTRUMENT : SECTION 14.04.010 (E) AGREEMENT RELATING TO FIRE PROTECTION

DATED : July 20, 1987
RECORDED : Liber 21031 Page 127
PARTIES : HALEAKALA RANCH CO., MARK O'CONNOR and the COUNTY OF MAUI and its DEPARTMENT OF WATER SUPPLY

SCHEDULE B CONTINUED

13. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT RELATING TO FIRE PROTECTION

DATED : December 21, 1990

RECORDED : Document No. 91-001789

PARTIES : MARK O'CONNOR and SONDR O'CONNOR, husband and wife, HALEAKALA RANCH COMPANY, a Hawaii corporation and the DEPARTMENT OF WATER SUPPLY of the County of Maui

14. The terms and provisions contained in the following:

INSTRUMENT : ELEVATION AGREEMENT (Water Service)

DATED : January 16, 2004

RECORDED : Document No. 2004-052288

PARTIES : HALEAKALA RANCH COMPANY, MAUI FARMERS COOPERATIVE EXCHANGE, and the COUNTY OF MAUI

Said above Agreement amended by instrument dated February 28, 2005, recorded as Document No. 2005-076871.

15. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)

DATED : September 25, 2007

RECORDED : Document No. 2008-039779

PARTIES : PULEHU FARM, LLC and the COUNTY OF MAUI

SCHEDULE B CONTINUED

16. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION
POTENTIAL

DATED : September 26, 2007
RECORDED : Document No. 2008-141864
PARTIES : PULEHU FARM, LLC and HALEAKALA RANCH COMPANY, and
COUNTY OF MAUI

17. DESIGNATION OF EASEMENT "U-1" (20-ft. wide)

PURPOSE : utility purposes
SHOWN : on survey map dated July 24, 2007, revised on
October 6, 2008 and October 13, 2008, as
Subdivision File No. 2.3024

18. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii
corporation

DATED : April 17, 2009
RECORDED : Document No. 2010-021159
GRANTING : an easement as may be necessary for the
transmission of electricity over, across, through
and under Easement "U-1"

19. Any unrecorded leases and matters arising from or affecting the same.

-Note:- A properly executed TG Form D.1 should be submitted at closing (i) if there are no unrecorded leases affecting the subject land and the insured requires that said exception be removed from the policy or (ii) if the insured requires the policy to be issued with reference to specific unrecorded leases.

SCHEDULE B CONTINUED

20. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
21. Claims arising out of customary and traditional rights and practices, including without limitation those exercised for subsistence, cultural, religious, access or gathering purposes, as provided for in the Hawaii Constitution or the Hawaii Revised Statutes.
22. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Schedule C herein.

-Note:- Before issuance of an ALTA policy, verification is required that there is no renovation or construction in progress at the present time, nor has there been any renovation or construction during the past year, nor has any material been delivered to the site for purposes of renovation or construction in the past year.

END OF SCHEDULE B

SCHEDULE C

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47)) situate, lying and being at Pulehunui, Kula, Island and County of Maui, State of Hawaii, being LOT 2 of the Pulehu Farm Subdivision and thus bounded and described:

Beginning at a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" at the west corner of this parcel of land, on the northeasterly boundary of the Pulehu Road right-of-way, said pipe also being the south corner of Lot 26 of the Kula Agricultural Park - Phase III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KIKALAPUU" being:

1,639.49 feet North
7,825.05 feet West

and running by azimuths measured clockwise from true South:

1. 212° 10' 00" 2748.72 feet along Lot 26, Lot 32 (Kulakula Road lot) and Lot 27 of said Kula Agricultural Park - Phase III, along the remainder of said Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47) to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5953" on the Pulehunui/Omaopio boundary line, also being the middle of Pohakuokala Gluch, on the southwesterly boundary line of Lot B of The Good Farms Subdivision and Land Commission Award 281-B to Ali;

Thence along said Pulehunui/Omaopio boundary line, along

SCHEDULE C CONTINUED

said Land Commission Award 281-B to Ali, along said middle of Pohakuokala Gulch, with all its sinousities, for the next seventeen (17) courses, the direct azimuths and distances being:

- | | | | |
|----|--------------|--------|---|
| 2. | 311° 08' 50" | 65.67 | feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 3. | 302° 11' 40" | 254.73 | feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 4. | 287° 15' 40" | 75.89 | feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 5. | 10° 04' 00" | 112.35 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 6. | 316° 12' 40" | 237.98 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |

SCHEDULE C CONTINUED

- | | | | |
|-----|--------------|--------|---|
| 7. | 359° 28' 45" | 168.31 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 8. | 299° 23' 20" | 70.12 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 9. | 278° 46' 45" | 97.59 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 10. | 277° 35' 20" | 198.93 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 11. | 283° 16' 30" | 346.20 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |
| 12. | 279° 26' 00" | 83.19 | feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983"; |

SCHEDULE C CONTINUED

13. 252° 52' 00" 272.04 feet along said Lot 1-A-4-C-3-A as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983;
14. 272° 50' 00" 213.21 feet along said Lot 1-A-4-C-3-A as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983;
15. 298° 40' 00" 264.04 feet along said Lot 1-A-4-C-3-A and 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983;
16. 308° 10' 00" 182.43 feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983;
17. 282° 18' 00" 123.90 feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983;

SCHEDULE C CONTINUED

18. 289° 00' 00" 254.87 feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983;
19. 20° 11' 00" 2104.35 feet along said Lot 1 of the Pulehu Farm Subdivision, along and remainder of said Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47) to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" in the middle of Pulehu Gulch, also being the northeasterly boundary of Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002;
- Thence along the centerline of said Pulehu Gulch with all its sinousities for the next six (6) courses, the direct azimuth and distances being:
20. 121° 30' 50" 369.51 feet along said Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
21. 119° 12' 00" 862.40 feet along said Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

SCHEDULE C CONTINUED

22. 83° 31' 00" 330.34 feet along Lots 2 and 1 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcels 81 and 80 of Tax Map Key: (2) 2-3-002, to a (found) 3/4-inch pipe;
23. 105° 00' 00" 183.93 feet along said Lot 1 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcels 81 and 80 of Tax Map Key: (2) 2-3-002, to Kalama to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" at the northeast corner of Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002;
24. 76° 40' 00" 374.00 feet along said Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002, to a (found) chiseled cross on rock;
25. 87° 40' 00" 726.46 feet along said Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" on the northeasterly boundary of the Pulehu Road right-of-way;

Thence along said northeasterly boundary of the Pulehu Road right-of-way on the arc of a curve to the left, concave southwesterly with a radius of 720.00 feet, the chord azimuth and distance being:

SCHEDULE C CONTINUED

26. 117° 53' 15" 466.14 feet to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
27. 99° 00' 00" 100.00 feet along the northerly boundary of said Pulehu Road right-of-way to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

Thence along the northeasterly boundary of said Pulehu Road right-of-way on the arc of a curve to the right, concave northeasterly with a radius of 350.00 feet. the chord azimuth and distance being:

28. 101° 35' 00" 31.57 feet to the point of beginning and containing an area of 148.338 acres, more or less.

Together with a perpetual non exclusive easement five (5) feet wide appurtenant to Tax Map Key No. 2-3-02:7 for water purposes, as granted by Liber 21212 at Page 374, dated September 28, 1987; and subject to the terms and provision contained therein;

Together with a perpetual non exclusive easement five (5) feet wide appurtenant to Tax Map Key No. 2-3-02:7 for water purposes, as granted by Liber 21623 at Page 18, dated November 6, 1987; and subject to the terms and provision contained therein;

SCHEDULE C CONTINUED

Said above described parcel of land having been acquired by HALEAKALA RANCH COMPANY, a Hawaii corporation, as follows:

- (1) By DEED of LOUISE A. HURSTON and EDWARD H. BAILEY, doing business together under the firm name of Haleakala Ranch Company, dated September 1, 1888, recorded in Book 114 at Page 407; and
- (2) By WARRANTY DEED WITH RESERVATIONS, COVENANTS & INDEMNITIES of PULEHU FARM, LLC, a Hawaii limited liability company, dated December 22, 2008, recorded as Document No. 2009-000440.

END OF SCHEDULE C

GENERAL NOTES

1. There is hereby omitted from any covenants, conditions and reservations contained herein any covenant or restriction based on race, color, religion, sex, sexual orientation, familial status, marital status, disability, handicap, national origin, ancestry, or source of income, as set forth in applicable state or federal laws, except to the extent that said covenant or restriction is permitted by applicable law. Lawful restrictions under state or federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

BUYER(S) LIEN INFORMATION

1. Title Guaranty of Hawaii, Incorporated, finds no liens docketed against COUNTY OF MAUI, the proposed purchaser(s).

GUIDELINES FOR THE ISSUANCE OF INSURANCE

- A. Taxes shown in Schedule B are as of the date such information is available from the taxing authority. Evidence of payment of all taxes and assessments subsequent to such date must be provided prior to recordation.
- B. Evidence of authority regarding the execution of all documents pertaining to the transaction is required prior to recordation. This includes corporate resolutions, copies of partnership agreements, powers of attorney and trust instruments.
- C. If an entity (corporation, partnership, limited liability company, etc.) is not registered in Hawaii, evidence of its formation and existence under the laws where such entity is formed must be presented prior to recordation.
- D. If the transaction involves a construction loan, the following is required:
 - (1) a letter confirming that there is no construction prior to recordation; or
 - (2) if there is such construction, appropriate indemnity agreements, financial statements and other relevant information from the owner, developer, general contractor and major sub-contractors must be submitted to the Title Company for approval at least one week prior to the anticipated date of recordation.

Forms are available upon request from Title Guaranty of Hawaii.

- E. Chapter 669, Hawaii Revised Statutes, sets forth acceptable tolerances for discrepancies in structures or improvements relative to private property boundaries for various classes of real property. If your survey map shows a position discrepancy that falls within the tolerances of Chapter 669, call your title officer as affirmative coverage may be available to insured lenders.
- F. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in connection with this transaction.
- G. If a policy of title insurance is issued, it will exclude from coverage all matters set forth in Schedule B of this report and in the printed Exclusions from Coverage contained in an ALTA policy or in the Hawaii Standard Owner's Policy, as applicable. Different forms may have different exclusions and should be reviewed. Copies of the policy forms are available upon request from Title Guaranty of Hawaii or on our website at www.tghawaii.com.

DATE PRINTED: 4/16/2015

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 2 3 002 007 0000

CLASS: AGRICULTURAL

AREA ASSESSED: 148.338 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2014

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	65,700
EXEMPTION	\$	0
NET VALUE	\$	65,700
LAND	\$	3,000
EXEMPTION	\$	0
NET VALUE	\$	3,000
TOTAL NET VALUE	\$	68,700

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 2/20/2015

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2014	2	201.29				201.29	PAID
2014	1	201.29				201.29	PAID
2013	2	210.54				210.54	PAID
2013	1	210.54				210.54	PAID

EXHIBIT "C"

LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS

Return by Mail () Pickup () To:

Document contains ____ pages.

Tax Map Key No. (2) 2-3-002:007

**LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS**

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS ("Deed") is made on _____, 2015 by **HALEAKALA RANCH COMPANY**, a Hawaii corporation ("**Grantor**") to **COUNTY OF MAUI**, a political subdivision of the State of Hawaii, which post office address is 200 South High Street, Wailuku, Hawaii 96793 ("**Grantee**").

A. LIMITED WARRANTY DEED

For and in consideration of the sum of One Dollar (\$1.00), Grantor does hereby grant, donate and convey to Grantee, its successors and assigns, absolutely and in fee simple, all of Grantor's right, title, and interest in and to:

All of those certain parcels of land situate and being at Pulehunui, Kula, Island and County of Maui, State of Hawaii, described more particularly in Exhibit "A" attached to and made a part of this Deed (the "**Property**"), subject, however, to the encumbrances mentioned in Exhibit "A";

AND their reversions, remainders, rents, issues and profits thereof, together with all improvements, tenements, rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto;

TO HAVE AND TO HOLD the same to Grantee and its successors and assigns, subject to the encumbrances mentioned in Exhibit "A" and the agreements of Grantee contained in this Deed.

Grantor covenants with Grantee that Grantor has good right to grant and convey the Property and that the same are free and clear of all encumbrances that may have been made or suffered by the Grantor except as mentioned in this Deed, which includes Exhibit "A," and that Grantor will warrant and defend the same unto Grantee.

B. COVENANTS

Grantee, for itself, its successors and assigns, acknowledges, covenants and agrees with and to Grantor, its successors and assigns, as follows:

1. "As-Is" Conveyance. Except for the limited warranties of title set forth above, Grantee agrees that (a) it is purchasing the Property on an "AS IS" basis and based on its own investigations of the Property, and (b) Grantor is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Property with governmental laws (including, without limitation, accessibility for handicapped persons), the truth, accuracy or completeness of the Property documents or any the information provided by or on behalf of Grantor to Grantee, or any other matter or thing regarding the Property.

2. Agricultural Activities. The Grantee acknowledges that the Property is adjacent to, nearby or in the vicinity of lands which have in the past, are now, or which in the future may be, actively used for livestock ranching and the growing, harvesting and processing of sugar cane, pineapple and other agricultural products (such ranching, growing, harvesting and processing activities being herein collectively called the "**Agricultural Activities**"), which activities may from time to time bring upon the Property or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "**Agricultural By-Products**"). The Grantee hereby assumes complete risk of and forever releases the Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, the Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require the Grantor, and releases the Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against the Grantor for injunction or abatement of nuisances. Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of the Grantor under this agreement or be the basis for a suit or other claim for injunction

or abatement of nuisances, and the Grantee hereby forever waives any right to file any such suit or claim.

3. Covenants Run with the Land. Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, the Grantee, its successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases.

C. MUTUAL COVENANTS

1. Grantor and Grantee. Except as otherwise provided in this Deed the term "Grantor" as and when used in this Deed shall mean and include Grantor named above and Grantor's successors and assigns, and the term "Grantee" as and when used in this Deed shall mean and include the Grantee named above and Grantee's successors and assigns; where there is more than one Grantee, the use of the singular shall be construed to include the plural wherever the context shall so require and the obligations of Grantee shall be joint and several, and the use of any gender shall include all genders.

2. Counterparts. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties, even though all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date first written above.

HALEAKALA RANCH COMPANY

By _____
Don Young
Its President

By _____
J. Scott Meidell
Its Vice President

Grantor

COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its: Mayor

Grantee

APPROVED AS TO FORM AND
LEGALITY:

Jeffrey Ueoka
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this _____ day of _____, 2015, before me appeared DON YOUNG, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires:

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:
Limited Warranty Deed with Reservations and Covenants

Doc. Date: _____ or undated at the time of execution

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty
Deed with Reservations and Covenants

Doc. Date: _____ or Undated at time of notarization

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

EXHIBIT "A"

PROPERTY DESCRIPTION

All of that certain parcel of land (being portion of the land(s) described in and covered by Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47)) situate, lying and being at Pulehunui, Kula, Island and County of Maui, State of Hawaii, being LOT 2 of the Pulehu Farm Subdivision and thus bounded and described:

Beginning at a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" at the west corner of this parcel of land, on the northeasterly boundary of the Pulehu Road right-of-way, said pipe also being the south corner of Lot 26 of the Kula Agricultural Park - Phase III, the coordinates of said point of beginning referred to Government Survey Triangulation Station "KIKALAPUU" being:

1,639.49 feet North
7,825.05 feet West

and running by azimuths measured clockwise from true South:

1. 212° 10' 00" 2748.72 feet along Lot 26, Lot 32 (Kulakula Road lot) and Lot 27 of said Kula Agricultural Park - Phase III, along the remainder of said Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47) to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5953" on the Pulehunui/Omaopio boundary line, also being the middle of Pohakuokala Gluch, on the southwesterly boundary line of Lot B of The Good Farms Subdivision and Land Commission Award 281-B to Ali;

Thence along said Pulehunui/Omaopio boundary line, along said Land Commission Award 281-B to Ali, along said middle of Pohakuokala Gulch, with all its sinousities, for the next seventeen (17) courses, the direct azimuths and distances being:

2. 311° 08' 50" 65.67 feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with

				yellow plastic cap stamped "RLS 2715, RLS 5983";	
3.	302°	11'	40"	254.73	feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
4.	287°	15'	40"	75.89	feet along said Lot B of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
5.	10°	04'	00"	112.35	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
6.	316°	12'	40"	237.98	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
7.	359°	28'	45"	168.31	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
8.	299°	23'	20"	70.12	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
9.	278°	46'	45"	97.59	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

10.	277°	35'	20"	198.93	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
11.	283°	16'	30"	346.20	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
12.	279°	26'	00"	83.19	feet along said Lot C-1-A of The Good Farms Subdivision, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
13.	252°	52'	00"	272.04	feet along said Lot 1-A-4-C-3-A as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
14.	272°	50'	00"	213.21	feet along said Lot 1-A-4-C-3-A as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
15.	298°	40'	00"	264.04	feet along said Lot 1-A-4-C-3-A and 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
16.	308°	10'	00"	182.43	feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
17.	282°	18'	00"	123.90	feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along

said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

18. 289° 00' 00" 254.87 feet along said Lot 1-A-4-C-3-B as shown on Map 90 of Land Court Application 342, along said Land Commission Award 281-B to Ali to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

19. 20° 11' 00" 2104.35 feet along said Lot 1 of the Pulehu Farm Subdivision, along and remainder of said Royal Patent 8140, Land Commission Award 5230 to Keaweamahi (Certificate of Boundaries No. 47) to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" in the middle of Pulehu Gulch, also being the northeasterly boundary of Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002;

Thence along the centerline of said Pulehu Gulch with all its sinousities for the next six (6) courses, the direct azimuth and distances being:

20. 121° 30' 50" 369.51 feet along said Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

21. 119° 12' 00" 862.40 feet along said Lot 2 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcel 81 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

22. 83° 31' 00" 330.34 feet along Lots 2 and 1 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcels 81 and 80 of Tax Map Key: (2) 2-3-002, to a (found) 3/4-inch pipe;

23. 105° 00' 00" 183.93 feet along said Lot 1 of the Subdivision of a Portion of Grant 1216 to Kalama, being Parcels 81 and 80 of Tax Map Key: (2) 2-3-002, to

Kalama to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" at the northeast corner of Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002;

24. 76° 40' 00" 374.00 feet along said Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002, to a (found) chiseled cross on rock;
25. 87° 40' 00" 726.46 feet along said Lot A of the Subdivision of a Portion of Grant 3527, Apana 1 to Haulani, being Parcel 15 of Tax Map Key: (2) 2-3-002, to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983" on the northeasterly boundary of the Pulehu Road right-of-way;

Thence along said northeasterly boundary of the Pulehu Road right-of-way on the arc of a curve to the left, concave southwesterly with a radius of 720.00 feet, the chord azimuth and distance being:

26. 117° 53' 15" 466.14 feet to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";
27. 99° 00' 00" 100.00 feet along the northerly boundary of said Pulehu Road right-of-way to a (set) 3/4-inch pipe with yellow plastic cap stamped "RLS 2715, RLS 5983";

Thence along the northeasterly boundary of said Pulehu Road right-of-way on the arc of a curve to the right, concave northeasterly with a radius of 350.00 feet. the chord azimuth and distance being:

28. 101° 35' 00" 31.57 feet to the point of beginning and containing an area of 148.338 acres, more or less.

Together with a perpetual non exclusive easement five (5) feet wide appurtenant to Tax Map Key No. 2-3-02:7 for water purposes, as granted by instrument dated September 28, 1987, recorded in the Bureau of Conveyances of the State of Hawaii in Liber 21212 at Page 374, and subject to the terms and provision contained therein.

Together with a perpetual non exclusive easement five (5) feet wide appurtenant to Tax Map Key No. 2-3-02:7 for water purposes, as granted by instrument dated November 6, 1987, recorded in said Bureau in Liber 21623 at Page 18, and subject to the terms and provision contained therein.

Said above described parcel of land having been acquired by Haleakala Ranch Company, a Hawaii corporation, as follows:

(1) By Deed of Louise A. Hurston and Edward H. Bailey, doing business together under the firm name of Haleakala Ranch Company, dated September 1, 1888, recorded in said Bureau in Book 114 at Page 407; and

(2) By Warranty Deed With Reservations, Covenants & Indemnities of Pulehu Farm, LLC, a Hawaii limited liability company, dated December 22, 2008, recorded in said Bureau as Document No. 2009-000440.

EXHIBIT "D"
ASSIGNMENT OF LICENSES

**ASSIGNMENT OF LICENSOR'S INTERESTS
IN LICENSES**

THIS ASSIGNMENT OF LICENSOR'S INTERESTS IN LICENSES ("Assignment") is made on _____, by and between **HALEAKALA RANCH COMPANY**, a Hawaii corporation, hereinafter called the "Assignor", and **COUNTY OF MAUI**, a political subdivision of the State of Hawaii, hereinafter called the "Assignee";

W I T N E S S E T H:

That the Assignor, for and in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration to the Assignor paid by the Assignee, receipt whereof is hereby acknowledged, and of the covenants and agreements of the Assignee hereinafter contained and on the part of the Assignee to be faithfully kept and performed, does hereby sell, assign, transfer, set over and deliver unto the Assignee all of Assignor's right, title and interest as Licensor under the following Licenses:

1. License Agreement dated July 2, 1987, as amended by First Amendment of License Agreement dated April 21, 2015, by and between Assignor and Mark F. O'Connor, Erene D. O'Connor and Sean T. O'Connor, as Licensees;
2. License Agreement dated September 8, 2014, by and between Assignor and Bryan Otani as Licensee;
3. License Agreement dated October 15, 2014, by and between Assignor and Bennyfarms, LLC, as Licensee.

TO HAVE AND TO HOLD the same, together with all improvements, rights, easements, privileges and appurtenances thereunto belonging or appertaining or held and enjoyed in connection therewith unto the Assignee for and during the full unexpired terms of said Licenses.

AND, in consideration of the premises, the Assignee hereby accepts the foregoing Assignment and assumes Assignor's obligations under said Licenses arising from and after the date of this Assignment.

The parties hereto agree that this Assignment may be executed in counterparts, each of which shall be deemed an original regardless of the date of its execution and delivery. All of such counterparts together shall constitute one and the same instrument, binding all of the parties hereto, notwithstanding all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, delivery of this Assignment, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages may be assembled as one document.

Signatures begin on the following page.

IN WITNESS WHEREOF, the Assignor and the Assignee have executed these presents on the day and year first above written.

HALEAKALA RANCH COMPANY

By _____
Don Young
Its President

By _____
J. Scott Meidell
Its Vice President

Assignor

COUNTY OF MAUI

By _____
Alan M. Arakawa
Its Mayor

Assignee

APPROVED AS TO FORM AND LEGALITY:

Jeffrey Ueoka
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me personally appeared Don Young, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires:

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Assignment of Licensor's Interests in Licenses

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me personally appeared J. Scott Meidell, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires:

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Assignment of Licensor's Interests in Licenses

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Assignment of Licensor's Interests in Licenses

Doc. Date: _____ or Undated at time of notarization

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

Resolution

No. _____

APPROVING THE ACQUISITION OF 224.8 ACRES FOR THE EXPANSION OF THE KULA AGRICULTURAL PARK

WHEREAS, HALEAKALA RANCH COMPANY, a Hawaii corporation, ("Haleakala") is the fee owner of the lots identified for real property tax purposes as tax map keys (2) 2-5-001:003 and 004, consisting of approximately 1102.3 acres; and

WHEREAS, the County of Maui desires to acquire tax map key (2) 2-5-001:004, consisting of approximately 14.65 acres, along with a 210.15 acre portion of tax map key (2) 2-5-001:003, for a total of 224.8 acres ("Acquisition Land") from Haleakala; and

WHEREAS, the County of Maui and Haleakala desire to enter into the "REAL PROPERTY PURCHASE AND SALE AGREEMENT TMK: (2) 2-5-001:003 POR AND :004," attached hereto as Exhibit "1," for the purchase of the Acquisition Land; and

WHEREAS, the Acquisition Land has been identified by the County of Maui for the expansion of the Kula Agricultural Park; and

WHEREAS, Haleakala has agreed to sell the Acquisition Land to the County of Maui for \$3,100,000; and

WHEREAS, Haleakala has agreed to pay the closing costs associated with this transaction; and

WHEREAS, the County of Maui, through its Office of Economic Development, is prepared to receive a grant from the State of Hawaii to assist with the purchase of the Acquisition Land; and

WHEREAS, Section 3.44.015(B), Maui County Code, provides that, in the case of real property with a purchase price that exceeds \$100,000, authorization by Council resolution is required; now, therefore,

BE IT RESOLVED by the Council of the County of Maui:

1. That the Council finds that the acquisition of the Acquisition Land is in the public interest; and

Resolution No. _____

2. That pursuant to Section 3.44.015(B), Maui County Code, the Council hereby approves the acquisition of the Acquisition Land; and

3. That it does hereby authorize the Mayor of the County of Maui, or the Mayor's duly authorized representative, to execute all necessary documents in connection with the acquisition of the Acquisition Land; and

4. That certified copies of this Resolution be transmitted to the Mayor, the Director of Finance, and Haleakala Ranch Company.

APPROVED AS TO FORM
AND LEGALITY:



JEFFREY KEOKA
Deputy Corporation Counsel
County of Maui
2015-4043

REAL PROPERTY PURCHASE AND SALE AGREEMENT
TMK: (2) 2-5-001:003 POR AND :004

This Real Property Purchase and Sale Agreement ("Agreement") made effective _____, 2015 by and between HALEAKALA RANCH COMPANY, a Hawaii corporation (hereinafter referred to as "Owner" and/or "Seller") and COUNTY OF MAUI, a political subdivision of the State of Hawaii (hereinafter referred to as "County" and/or "Buyer").

RECITALS

- (a) Seller is the owner of the fee simple interest in the land located at Omaopio/Pulehu that is identified by TMK Nos. (2) 2-5-001-003 & -004.
- (b) Buyer has identified an approximately 224.8-acre portion of that land that Buyer desires to acquire, which portion is more particularly described in Exhibit A attached hereto.
- (c) Seller desires to sell, and Buyer desires to purchase said 224.8-acre area on the terms set forth in this Agreement.

AGREEMENT

The parties, intending to be legally bound, agree as follows:

1. **DEFINITIONS.**

For purposes of this Agreement, the following terms have the meanings specified or referred to in this Section 1:

"**Buyer**" is defined in the first paragraph of this Agreement.

"**Buyer's Closing Documents**" is defined in Section 4.3.

"**Closing**" is defined in Section 4.1.

"**Closing Date**" means the date and time as of which the Closing actually takes place.

"**Closing Payment**" is defined in Section 2.2 (a).

"**Consent**" means any approval, consent, ratification, waiver, or other authorization (including any Governmental Authorization).

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"DCCA" means the Department of Commerce and Consumer Affairs of the State of Hawaii.

"Effective Date" shall mean the date when this Agreement is fully-executed by the parties, which shall not be before Maui County Council approval of the budget amendment appropriating the funds for the purchase contemplated by this Agreement is certified by the Maui County Clerk. The effective date must be no later than December 31, 2015,

"Encumbrance" means any charge, claim, condition, equitable interest, lien, option, pledge, security interest, right of first refusal, or restriction of any kind, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership.

"Escrow Agent" means Title Guaranty Escrow Services, Inc. – Kahului Branch, 80 South Puunene Avenue, Kahului, HI 96732: Attention: Michael Gamberdell, Branch Manager.

"Governmental Body" means any: (a) federal, state, local, or municipal government; or (b) body exercising, or entitled to exercise, any administrative, executive, judicial, legislative, police, regulatory, or taxing authority or power of any nature over the Property.

"Hazardous Materials" means and includes any and all radioactive materials, asbestos, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances, and any and all other substances or materials defined as or included in the definition of "hazardous substances," "hazardous wastes," "hazardous materials," or "toxic substances" under, or for the purposes of, the Hazardous Materials Laws.

"Hazardous Materials Laws" means and includes all federal, state or local laws, ordinances or regulations, now or hereafter in effect, relating to environmental conditions, industrial hygiene or Hazardous Materials, including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. Section 9601, et seq., the Resource Conservation and Recovery Act, 42 U.S.C. Section 6901, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. Section 1801, et seq., the Clean Water Act, 33 U.S.C. Section 1251 et seq. the Clean Air Act, 42 U.S.C. Section 7401 et seq., the Toxic Substances Control Act, 15 U.S.C. Sections 2601 through 2629, the Safe Drinking Water Act, 42 U.S.C. Sections 300f through 300j, and any similar state or local laws or ordinances and the regulations now or hereafter adopted, published and or promulgated pursuant thereto.

"Knowledge" means an individual is actually aware of a particular fact or other matter, without imposing any duty of inquiry or investigation.

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“Legal Requirement(s)” means any federal, state, local, or municipal administrative order, constitution, law, ordinance, regulation, statute, or treaty.

“Order” means any award, decision, injunction, judgment, order, ruling, subpoena, or verdict entered, issued, made, or rendered by any court, administrative agency, or other Governmental Body or by any arbitrator.

“Person” means any individual, corporation (including any non-profit corporation), general or limited partnership, limited liability company, joint venture, estate, trust, association, organization, or other entity or Governmental Body.

“Proceeding” means any action, arbitration, hearing, litigation, or suit (whether civil, criminal, or administrative) commenced, brought, conducted, or heard by or before, or otherwise involving, any Governmental Body.

“Property” is defined in Section 2.1.

“Purchase Price” is defined in Section 2.2.

“Real Property” is defined in Section 2.1(a).

“Seller” is defined in the first paragraph of this Agreement.

“Seller’s Closing Documents” is defined in Section 4.2.

“Title Company” means Title Guaranty of Hawaii, Inc., or such other title company authorized to do business in the State of Hawaii chosen by Seller and acceptable to Buyer.

“Title Report” is defined in Section 3.3.

2. SALE OF PROPERTY.

2.1 Sale of Property. Subject to the terms and conditions of this Agreement, at the Closing, Seller agrees to sell to Buyer and Buyer agrees to purchase from Seller the following described Property (collectively the **“Property”**):

(a) Real Property. The fee simple real estate described in **Exhibit A**, together with the improvements, fixtures, appurtenant easements, and other real property interests appurtenant to such fee simple estate; and

(b) Personal Property. All development rights and permits for the Property, to the extent Seller has the right to assign the same.

2.2 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be **THREE MILLION ONE HUNDRED THOUSAND AND NO/100 DOLLARS (\$3,100,000.00)**. Buyer shall pay the Purchase Price as follows:

(a) At Closing, Buyer shall pay Seller, through Escrow Agent, the balance of the Purchase Price plus or minus net adjustments and prorations provided for in this Agreement. The Closing Payment shall be made in cash or other immediately available federal funds to Escrow Agent by the deadline specified by the Escrow Agent.

3. BUYER'S REVIEW OF THE PROPERTY.

3.1 Property Survey. Prior to execution of this Agreement Seller has prepared and delivered to Buyer a map of the Property as described in Section 6.1 (collectively, the "**Survey**"). Seller has no obligation to provide any additional surveys, maps or shoreline certifications.

3.2 Due Diligence. Prior to the Effective Date of this Agreement, Buyer and its agents and professional advisors have had the opportunity to conduct all investigations and tests that it desired with respect to the Property; and is satisfied with the results of its investigations and tests.

3.3 Title Report. Attached hereto as **Exhibit B** is a Preliminary Report for the Property from the Title Company (collectively, the "**Title Report**").

3.4 Permitted Exceptions. All matters referred to in the Title Report, the Survey and the Limited Warranty Deed of the Property attached hereto as **Exhibit C** that will be recorded at Closing (the "**Deed**") shall be hereinafter referred to as the "**Permitted Exceptions**". If at Closing Seller is unable to convey title subject only to the Permitted Exceptions, Buyer may terminate this Agreement.

3.5 Condition of Property; Property to be Purchased "As Is". As a material inducement to Seller to execute this Agreement, Buyer acknowledges and agrees that, except as expressly provided in this Agreement, Buyer waives any contingencies to the Closing of this Agreement. In addition Buyer agrees that as of the Closing Date: (a) Buyer will have had an opportunity to fully examine and inspect the Property, including the physical condition of the Property; (b) Buyer will have accepted the physical condition, value, financing status, use, leasing, operation, tax status, income and expenses of the Property; (c) the Property will be purchased by Buyer "AS IS" and "WITH ALL FAULTS" and, Buyer shall assume responsibility for the physical condition of the Property and its compliance with all applicable Legal Requirements, and shall assume all liability and responsibility resulting from any violation of the Hazardous Materials Laws occurring either prior to the Closing Date, to the extent arising on a portion of the Property under control of Buyer at the time of such violation or after the Closing; (d) Buyer recognizes that the Property is not new and acknowledges that:

(i) consistent with the "AS IS" clause in subparagraph (c) above, the Property shall be sold in the same condition that it is in on the date of this Agreement; and (ii) Seller will not be required to take any action with respect to the Property, including, but not limited to the repair or replacement of any part of the Property; and (e) Buyer has decided to purchase the Property solely on the basis of its own independent investigation. Seller has not made, does not make, and has not authorized anyone else to make any representation as to the present or future physical condition, value, financing status, use, leasing, operation, tax status, income and expenses or any other matter or thing pertaining to the Property, except as expressly set forth in this Agreement, and Buyer acknowledges that no such representation has been made and that in entering into this Agreement Buyer does not rely on any representation other than those expressly set forth in this Agreement. The provisions of this Section 3.5 shall survive Closing.

3.6 Disclaimer. Except as expressly set forth in this Agreement, Seller makes no warranty or representation, express or implied or arising by operation of law, including, without limitation, any warranty of condition, habitability, merchantability, or fitness for a particular purpose of the Property. Seller shall not be liable for or bound by any verbal or written statements, representations, real estate broker's "setups" or information pertaining to the Property furnished by any real estate broker, agent, employee, servant or any other Person unless the same are specifically set forth in this Agreement or in any document delivered by Seller pursuant to this Agreement or at Closing.

4. CLOSING AND PRORATIONS.

4.1 Closing. Recordation of the documents necessary to complete the purchase and sale provided for in this Agreement (the "**Closing**") will occur on a mutually agreeable date no later than thirty (30) days after the certification of the Maui County Council approval of the budget amendment appropriating the funds for the purchase contemplated by this Agreement, but in any event not later than January 31, 2016 (the "**Closing Date**"). Seller shall have the option to extend the Closing Date by up to 90 days in order to accommodate Seller's planned 1031 exchange.

4.2 Seller's Closing Documents and Requirements. Not later than two (2) business days prior to Closing, Seller will deposit with the Escrow Agent, the following documents, in each case duly executed by Seller or the appropriate Person, and if applicable, acknowledged and in recordable form ("**Seller's Closing Documents**"):

(a) The Deed in the form attached as **Exhibit C**, to be recorded at Closing and provided to Buyer and Seller.

(b) A certificate of non-foreign status, upon request of Buyer, in form and content required by law certifying that Seller is not a "foreign person" as such term is used under Section 1445 of the Internal Revenue Code.

(c) A certificate of resident status in form and content required by law certifying Seller is a "resident person" as such term is used in H.R.S. Section 235-68.

(d) A certificate of good standing for Seller issued by the DCCA not more than ten (10) business days before the Closing Date, upon request of Buyer.

(e) Certified resolutions of Seller's directors (and shareholders, if required) approving the transaction contemplated by this Agreement.

4.3 Buyer's Closing Documents and Requirements. At the Closing, Buyer will deposit with the Escrow Agent, the following funds and documents, in each case duly executed by Buyer or the appropriate Person, and if applicable, acknowledged and in recordable form ("**Buyer's Closing Documents**"):

(a) The Closing Payment as required by Section 2.2.

(b) The Deed

4.4 Expenses.

(a) Seller's Expenses. Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) the premium for the issuance of the Title Policy (defined below) in the amount of the Purchase Price; (c) the escrow fees charged by the Escrow Agent; (d) recording fees for the Deed; and (e) all other costs and expenses incident to the Closing of this transaction and not expressly provided above.

4.5 Adjustments and Prorations. All receipts and disbursements of the Property will be prorated on the Closing Date and the Purchase Price will be adjusted on the following basis:

(a) Property Taxes and Other Expenses. All real and personal property ad valorem taxes, installments of special assessments, if any, for the year of closing and all other expenses of operating the Property for the year of Closing shall be prorated between Buyer and Seller so that Seller bears all such costs up to the Closing Date and Buyer bears all such expenses from and after the Closing Date.

(b) Post-Closing Adjustments. If at any time within thirty (30) days following the Closing either party discovers any items which should have been included in the adjustments and prorations described in this section but which were omitted therefrom, or any material error in the computation of such adjustments, such items shall be properly adjusted as of the Closing Date without interest thereon. Further, items otherwise not capable of determination prior to the Closing Date, for periods prior

to the Closing Date, shall be determined and adjusted without interest thereon within thirty (30) days of the Closing Date.

4.6 1031 Exchange. Seller reserves the right to structure the conveyance of the Property to Buyer as a tax-deferred exchange under Section 1031 of the Internal Revenue Code. Seller may assign this Agreement to a qualified intermediary in order to facilitate the Code Section 1031 exchange transaction. Buyer agrees to cooperate in effecting such transaction, including, without limitation, consenting to the assignment of this Agreement to a qualified intermediary, provided that any such exchange transaction, and the related documentation, shall: (a) not require Buyer to execute any contract (other than as set forth herein), make any commitment, incur any expense, or incur any obligations, contingent or otherwise, to third parties which would expand Buyer's obligations beyond this Agreement, (b) not delay the Closing or the transaction contemplated by this Agreement (other than the extension permitted under Section 4.1), or (c) not include Buyer's acquiring title to any other property.

5. KIHEI SOLAR LLC LEASE.

5.1 Prior to or at Closing, Seller shall cause Kihei Solar LLC to release the Property from its existing lease. Seller shall execute and deliver to Escrow Agent a Partial Surrender of Land Lease Agreement in the form attached as **Exhibit D** (the "Agreement").

6. SUBDIVISION OF PROPERTY.

6.1 The Property is not currently a subdivided lot. Prior to the execution of this Agreement Seller had Warren S. Unemori Engineering prepare a proposed subdivision map to divide the Property from the remainder of TMK (2) 2-5-1-3 as a separate lot (the "**Subdivision**"), and Buyer issued a Preliminary Subdivision Approval for the Subdivision pursuant to Maui County Code Section 18.04.020G. A reduced copy of the Subdivision map is attached as **Exhibit E**. The Buyer shall provide Seller with a Final Subdivision Map within 30 days of the Effective Date. Seller shall not be obligated to incur any material expense, liability or obligations in connection with the approval of the Subdivision. Buyer acknowledges and agrees that, in accordance with Maui County Code Section 19.30A.040B, the subdivision of the Property shall not reduce the maximum number of lots that may be subdivided from the remainder of Seller's land pursuant to Maui County Code Section 19.30A.030G. Accordingly, notwithstanding the subdivision of the Property, the remainder of Seller's land shall retain the 55 potential lots that may be subdivided from it under the sliding scale set forth in Section 19.30A.030G.

7. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that:

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7.1 Organization and Good Standing. Seller is a domestic profit corporation duly organized, validly existing, and in good standing under the laws of the State of Hawaii and is duly authorized to conduct business in the State of Hawaii.

7.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Seller, enforceable against Seller in accordance with its terms. Upon the execution and delivery by Seller of the Seller's Closing Documents, the Seller's Closing Documents will constitute the legal, valid, and binding obligations of Seller, enforceable against Seller in accordance with their respective terms. Seller has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Seller's Closing Documents and to perform its obligations under this Agreement and the Seller's Closing Documents. Neither the execution nor delivery of this Agreement by Seller nor the consummation or performance of any of Seller's obligations hereunder will contravene, conflict with, or result in a violation or breach of any provision of any agreement to which Seller is a party.

8. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller that:

8.1 Organization and Good Standing. Buyer is political subdivision of the State of Hawaii.

8.2 Authority. This Agreement constitutes the legal, valid, and binding obligation of Buyer, enforceable against Buyer in accordance with its terms. Upon the execution and delivery by Buyer of the Buyer's Closing Documents, the Buyer's Closing Documents will constitute the legal, valid, and binding obligations of Buyer, enforceable against Buyer in accordance with their respective terms. Buyer has the absolute and unrestricted right, power, and authority to execute and deliver this Agreement and the Buyer's Closing Documents and to perform its obligations under this Agreement and the Buyer's Closing Documents. Neither the execution nor delivery of this Agreement by Buyer nor the consummation or performance of any of Buyer's obligations hereunder will contravene, conflict with, or result in a violation or breach of any provision of any agreement to which Buyer is a party.

9. CONDITIONS PRECEDENT TO BUYER'S OBLIGATION TO CLOSE.

Buyer's obligation and authority to purchase and close this transaction is subject to the approval of the Maui County Council in accordance with the provisions and requirements of Chapter 3.44 of the Maui County Code, and further, subject to said Maui County Council's approval to fund the purchase.

Buyer's obligation to purchase the Property and to take the other actions required to be taken by Buyer at the Closing is subject to the satisfaction, at or prior to the

Closing, of each of the following conditions (any of which may be waived by Buyer, in whole or in part):

9.1 Accuracy of Representations. All of Seller's representations and warranties in this Agreement must have been accurate in all material respects as of the date of this Agreement, and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

9.2 Seller's Performance. All of the covenants and obligations that Seller is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been duly performed and complied with in all material respects. Each document required to be delivered pursuant to Section 4.2 must have been delivered.

9.3 Title Policy. Buyer shall have received a commitment from the Title Company to issue (i) a fee simple standard owner's policy effective as of the Closing, in the amount of the Purchase Price, insuring that Buyer is the owner of the fee simple interest in the Property, and that title to the Property is marketable and clear of Encumbrances other than the Permitted Exceptions, (collectively, the "Title Policy").

10. CONDITIONS PRECEDENT TO SELLER'S OBLIGATION TO CLOSE.

Seller's obligation to sell the Property and to take the other actions required to be taken by Seller at the Closing is subject to the satisfaction, at or prior to the Closing, of each of the following conditions (any of which may be waived by Seller, in whole or in part):

10.1 Accuracy of Representations. All of Buyer's representations and warranties in this Agreement must have been accurate in all material respects as of the date of this Agreement and must be accurate in all material respects as of the Closing Date as if made on the Closing Date.

10.2 Buyer's Performance. All of the covenants and obligations that Buyer is required to perform or to comply with pursuant to this Agreement at or prior to the Closing must have been performed and complied with in all material respects. Buyer must have delivered each of the documents required to be delivered by Buyer pursuant to Section 4.3, and must have made the cash payments required to be made by Buyer pursuant to Section 2.2.

11. RISK OF LOSS; EMINENT DOMAIN.

11.1 Casualty or Taking. Seller and Buyer hereby waive the Uniform Vendor and Purchaser Risk Act, H.R.S. Chapter 508. If, prior to the Closing, the Property is damaged by fire, vandalism, acts of God or other casualty or cause

("Casualty"), or the Property is taken or made subject to condemnation, eminent domain or other governmental acquisition proceedings (a "Taking") then the procedures of this Section 11 shall apply.

11.2 Obligated to Close. If the cost of required repair or replacement related to or arising out of the Casualty or if the value of the Taking is \$100,000.00 or less, or the Taking is by the County of Maui or any agency or instrumentality thereof, Buyer shall proceed to close and take the Property as diminished by such events. In the case of a Casualty there shall be no adjustment of the Purchase Price and all insurance proceeds otherwise payable to Seller on account of such casualty shall be paid to Buyer. In the case of a Taking, there will be no adjustment of the Purchase Price and all awards otherwise payable to Seller shall be paid to Buyer.

11.3 Buyer's Option to Close. If the cost of repair or replacement related to or arising out of the Casualty or if the value of the Taking is greater than \$100,000.00 and the Taking is not by the County of Maui or any agency or instrumentality thereof, Buyer, at its sole option, may elect either to (a) terminate this Agreement by written notice to Seller given at or prior to the Closing; or (b) proceed to close in the manner set forth in Section 11.2.

11.4 Determination of Cost of Casualty or Taking. The cost of repair or replacement related to or arising out of the Casualty or the value of the Taking shall be determined by Seller and Buyer, or, if they are unable to agree, by an independent appraiser selected by two other appraisers, each of which shall be selected by Seller and Buyer.

11.5 Insurance and Awards. If, pursuant to the preceding Sections, Buyer is either obligated or elects to take the Property as it is together with the insurance or condemnation proceeds or the right to receive the same, Seller agrees to cooperate with Buyer in any loss adjustment or condemnation negotiations, legal actions and agreements with the insurance company or the condemning authority, and to assign to Buyer at the Closing its rights to such insurance or condemnation proceeds and will not settle any insurance claims, condemnation awards or legal actions relating thereto without Buyer's prior written consent.

11.6 Termination. If this Agreement is terminated pursuant to this Section 11, the parties hereto shall be released from all further obligations and liabilities hereunder.

12. GENERAL PROVISIONS.

12.1 Expenses. Except as otherwise expressly provided in this Agreement, each party to this Agreement will bear its respective expenses, fees, and costs incurred in connection with the preparation, execution, and performance of this Agreement and

the contemplated transactions, including all fees and expenses of agents, representatives, counsel, and accountants. In the event of termination of this Agreement, the obligation of each party to pay its own expenses will be subject to any rights of such party arising from a breach of this Agreement by another party. In any case where this Agreement is terminated without the fault of either party, the Buyer and Seller shall share equally any cancellation fees charged by Escrow Agent. In the event of a dispute arising out of this Agreement, the prevailing party in any Proceeding may be entitled to recover its costs and expenses and reasonable attorneys' fees, including such costs and expenses on appeal, unless otherwise agreed upon and/or ordered by court and subject to Maui County Code Chapter 3.16.

12.2 Notices. Any notice or demand to Seller or Buyer provided for or permitted by this Agreement shall be given in writing (unless otherwise expressly provided), and may be: (a) mailed as registered or certified mail, addressed to such party at its post office address herein specified or the last such address designated by such party in writing to the other; or, (b) delivered personally within the State of Hawaii to any one of Seller or Buyer or any officer of a party if such party is a corporation or any general partner of a party if such party is a partnership, or any manager or member of a party if such party is a limited liability company, as the case may be; (c) sent by facsimile transmission (herein "Fax") to the Fax number, if any, of such party as specified herein or such other Fax number designated by such party in writing to the other or (d) delivered by Federal Express or other reliable overnight courier. Any such written notice shall be deemed received at the time of such personal delivery or receipt of the Fax (as evidenced by a confirmation slip indicating the fax was sent to the appropriate number set forth below), or at 5:00 P.M. (Hawaii Standard Time) on the third business day after being deposited with the United States mail as aforesaid, or on the next business day after being sent by overnight courier, as the case may be.

The initial address for each party is as follows:

To Seller: HALEAKALA RANCH COMPANY
529 Kealaloa Avenue
Makawao, Hawaii 96768
Attn: Don Young
Tel: (808) 572-1500
Fax: (808) 572-7288

To Buyer: COUNTY OF MAUI
Kalana O Maui Building
200 South High Street
Wailuku, Maui 96793
Attn: Director of Finance

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Tel: (808) 270-7844
Fax: (808) 270-7878

Rejection or other refusal to accept, or inability to deliver because of changed address of which no written notice was received, will constitute receipt of the notice or other communication.

12.3 Jurisdiction of Service of Process. Any action or proceeding seeking to enforce any provision of, or based on any right arising out of, this Agreement may be brought against any of the parties in the courts of the State of Hawaii, County of Maui, or, if it has or can acquire jurisdiction, in the United States District Court for the District of Hawaii, and each of the parties consents to the jurisdiction of such courts (and of the appropriate appellate courts) in any such action or proceeding and waives any objection to venue laid therein. Process in any action or Proceeding referred to in the preceding sentence may be served on any party anywhere in the world.

12.4 Further Assurances. The parties agree: (a) to furnish upon request to each other such further information; (b) to execute and deliver to each other such other documents; and (c) to do such other acts and things, all as the other party may reasonably request for the purpose of carrying out the intent of this Agreement and the documents referred to in this Agreement.

12.5 Waiver. Neither the failure nor any delay by any party in exercising any right, power, or privilege under this Agreement or the documents referred to in this Agreement will operate as a waiver of such right, power, or privilege, and no single or partial exercise of any such right, power, or privilege will preclude any other or further exercise of such right, power, or privilege or the exercise of any other right, power, or privilege.

12.6 Entire Agreement and Modification. This Agreement supersedes all prior agreements between the parties with respect to its subject matter and constitutes (along with the documents referred to in this Agreement) a complete and exclusive statement of the terms of the agreement between the parties with respect to its subject matter. This Agreement may not be amended except by a written agreement executed by the party to be charged with the amendment.

12.7 Construction. This Agreement and any certificates or documents delivered pursuant to this Agreement will be construed without regard to which party drafted the document or any particular provision therein.

12.8 Assignments, Successors, and No Third-Party Rights. Buyer may not assign its rights and obligations hereunder to any other person without the prior written consent of Seller which may be withheld in Seller's sole discretion. In the event of any permitted assignment, the assignee shall assume in writing all of the assignor's

obligations hereunder. The assignor shall in no event be released from its obligations hereunder by reason of any assignment. This Agreement will apply to, be binding in all respects upon, and inure to the benefit of the successors and permitted assigns of the parties. This Agreement and all of its provisions and conditions are for the sole and exclusive benefit of the parties to this Agreement and their successors and permitted assigns.

12.9 Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement will remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

12.10 Section Headings, Construction. The headings of Sections in this Agreement are provided for convenience only and will not affect its construction or interpretation. All references to "Section" or "Sections" refer to the corresponding Section or Sections of this Agreement. All words used in this Agreement will be construed to be of such gender or number as the circumstances require. Unless otherwise expressly provided, the word "including" does not limit the preceding words or terms.

12.11 Time of Essence. With regard to all dates and time periods set forth or referred to in this Agreement, time is of the essence.

12.12 Governing Law. This Agreement will be governed by the laws of the State of Hawaii without regard to conflicts of laws principles.

12.13 Brokers. Seller and Buyer each represent it has not engaged or contracted with any person entitled to any brokerage commission or finder's fee in connection with this transaction. Each party agrees, to the extent permitted by law, to indemnify the other party against any claim asserted against or adjudged against the other party, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of the indemnifying party, including all attorney's fees, costs, expenses and any other fees incurred by, charged against or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

12.14 Counterparts. This Agreement may be executed in one or more counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

12.15 Dispute Prevention Resolution. In the event of a dispute arising out of or relating to this Agreement or the services to be rendered hereunder, the parties to

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this Agreement agree to attempt to resolve such dispute in the following manner. First, the parties agree to attempt to resolve such dispute(s) through direct negotiations between representatives of each party. Second, if the dispute or any issues remain unresolved after attempts to negotiate, the parties agree to submit the dispute to a mutually agreed upon mediator, provided, however, if the dispute is not resolved within thirty (30) days after demand by either Seller or Buyer, Buyer and Seller shall have the right to exercise all remedies available at law or in equity.

12.16 No Party Deemed Drafter. The parties hereby represent that they have reviewed this Agreement and all of the documents memorializing the transaction contemplated herein and agree that no party shall be deemed to be the drafter of this Agreement and further that in the event that this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision hereof against either party as drafter of this Agreement and shall in no way define, limit or describe the scope or intent of any provision of this Agreement.

12.17 Exhibits. The following exhibits are attached hereto, incorporated herein, and made a part hereof:

Exhibit "A"	Legal Description of Lots
Exhibit "B"	Title Reports
Exhibit "C"	Limited Warranty Deed with Reservations and Covenants
Exhibit "D"	Partial Surrender of Land Lease Agreement
Exhibit "E"	Subdivision Map

Signatures begin on the following page.

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IN WITNESS WHEREOF, Seller and Buyer have executed this REAL PROPERTY PURCHASE AND SALE AGREEMENT as of the date first set forth above.

SELLER:

HALEAKALA RANCH COMPANY,
a Hawaii Domestic Profit Corporation

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

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BUYER:

COUNTY OF MAUI

By: _____
ALAN M. ARAKAWA
Its: Mayor

By: _____
DANILO F. AGSALOG
Its: Director of Finance

APPROVAL RECOMMENDED:

TEENA M. RASMUSSEN
Director of Economic Development

APPROVED AS TO FORM AND LEGALITY:

Deputy Corporation Counsel
County of Maui

Real Property Purchase Agreement: TMK: (2) 2-5-001:003 por & 004

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

On this ____ day of _____, 2015, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Real Property
Purchase and Sale Agreement

Doc. Date: _____ or Undated at time of notarization

No. of Pages: _____ Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

Real Property Purchase Agreement: TMK: (2) 2-5-001:003 por & 004

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Real Property
Purchase and Sale Agreement

Doc. Date: _____ or Undated at time of notarization

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

Real Property Purchase Agreement: TMK: (2) 2-5-001:003 por & 004

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me before me personally appeared DANILO F. AGSALOG, to me personally known, who, being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and executed the foregoing as his free act and deed, and in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Real Property
Purchase and Sale Agreement

Doc. Date: _____ or Undated at time of notarization

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

(Official Stamp or Seal)

Printed Name of Notary

Real Property Purchase Agreement: TMK: (2) 2-5-001:003 por & 004

Exhibit "A"
Legal Description of Lots

Exhibit "A"

Legal Description

All of that certain parcel of land, being a portion of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi, situated on the southerly side of Pulehu Road at Waiakoa, Alae 3 & 4, Pulehunui, Makawao, Kula, Maui, Hawaii, being Parcel A of Kula Agricultural Park, and being more particularly described as follows:

Beginning at a point at the northeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KOHA" being 7,440.28 feet South and 2,413.29 feet West and running by azimuths measured clockwise from True South:

1. Thence along Parcel B of Kula Agricultural Park, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi on a curve to the right, with the point of curvature azimuth from the radial point being: 299° 52' 40", and the point of tangency azimuth from the radial point being: 302° 12' 49", having a radius of 11,659.16 feet, the chord azimuth and distance being: 31° 02' 44.5" 475.29 feet to a point;
2. 308° 13' 789.69 feet along same to a point;
3. 0° 40' 285.71 feet along same to a point;
4. 29° 27' 1,754.03 feet along same to a point;
5. Thence along the centerline of Kolaloa Gulch with all its sinuosities and Parcel B of Kula Agricultural Park, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi, the direct azimuth and distance being: 127° 30' 28" 4,687.64 feet to a point;

Thence along the grade line having a down grade of five (5) feet to the mile as described in Land Court Application 3 with all its sinuosities for the next two (2) courses, the direct azimuths and distances between said points along said grade line being:

6. 164° 25' 24" 352.27 feet to a point;

Exhibit "A"
(Page 1 of 3)

lmanageDB:3196756.1

EXHIBIT "A"

- | | | | |
|-----|--|----------|---|
| 7. | 225° 31' | 1,095.00 | feet to a point; |
| 8. | 252° 40' | 202.13 | feet along the northerly side of a small gulch, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi to a point; |
| 9. | 273° 53' | 286.39 | feet along same to a point; |
| 10. | 337° 25' | 202.67 | feet along same to a point; |
| 11. | 321° 15' | 224.20 | feet along same to a point; |
| 12. | 303° 50' | 224.90 | feet along same to a point; |
| 13. | 271° 27' | 243.96 | feet along same to a point; |
| 14. | 243° 11' | 219.57 | feet along same to a point; |
| 15. | 255° 11' | 123.73 | feet along same to a point; |
| 16. | 268° 44' | 497.20 | feet along same to a point; |
| 17. | 297° 13' | 372.64 | feet along same to a point; |
| 18. | 276° 20' | 138.10 | feet along same to a point; |
| 19. | 318° 51' | 407.20 | feet along same to a point; |
| 20. | 283° 00' | 353.90 | feet along same to a point; |
| 21. | 323° 33' | 113.04 | feet along the southerly side of Pulehu Road to a point; |
| 22. | Thence along same on a curve to the left, having a radius of 645.00 feet, the chord azimuth and distance being:
307° 49' 349.80 feet to a point; | | |
| 23. | 292° 05' | 166.78 | feet along same to a point; |
| 24. | Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being:
22° 05', and the point of tangency azimuth from the radial point being:
22° 31' 30", having a radius of 375.00 feet, the chord azimuth and distance being: | | |

292° 18' 15" 2.89 feet to the point of beginning
and containing an Area of 224.8 Acres, more
or less.

Exhibit "A"
(Page 3 of 3)

Exhibit "B" Title Reports

Exhibit "B" Title Report

REVISED 3/31/2015
report date unchanged

PRELIMINARY REPORT
(No Liability Hereunder)

This report (and any revisions thereto) is issued solely for the convenience of the titleholder, the titleholder's agent, counsel, purchaser or mortgagee, or the person ordering it for the purpose of facilitating the issuance of a policy of title insurance by Title Guaranty of Hawaii and no liability will arise under this report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports that, subject to those matters set forth in Schedule "B" hereof, the title to the estate or interest to the land described in Schedule "C" hereof is vested in:

HALEAKALA RANCH COMPANY,
a Hawaii corporation,
as Fee Owner

This report is dated as of February 26, 2015 at 8:00 a.m.

Inquiries concerning this report
should be directed to
KELLY MILLER.
Email kmmiller@tghawaii.com.
Fax (808) 521-0287.
Telephone (808) 533-5804.
Refer to Order No. 201510238.

Inquiries concerning Escrow
should be directed to
Michael E. Gamberdell.
KAHULUI OFFICE
Email mgamberdell@tghawaii.com.
Fax (808) 871-2222.
Telephone (808) 871-2220.
Escrow No. 15057316

**SCHEDULE B
EXCEPTIONS**

1. Real Property Taxes, if any, that may be due and owing.

Tax Key: (2) 2-5-001-003 Area Assessed: 1,087.650 acres

Tax Key: (2) 2-5-001-004 Area Assessed: 14.650 acres

-Note:- Attention is invited to the fact that the premises covered herein may be subject to possible rollback or retroactive property taxes.

2. Mineral and water rights of any nature in favor of the State of Hawaii.

3. - AS TO TMK: (2) 2-5-001-003:-

(A) GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED, a Hawaii corporation

DATED : March 2, 1994

RECORDED : Document No. 94-053695

GRANTING : a perpetual right and easement for utility purposes as shown on the map attached thereto

ABOVE GRANT AMENDED BY INSTRUMENT

DATED : March 2, 1994

RECORDED : Document No. 96-174353

SCHEDULE B CONTINUED

(B) LEASE

LESSOR : HALEAKALA RANCH COMPANY, a Hawaii corporation
LESSEE : KIHEI SOLAR, LLC, a Delaware limited liability
company
DATED : August 31, 2012
TERM : commenced on August 31, 2012 (effective date), for
a term of 5 years. Lessee shall have the option to
extend term.

A Memorandum of Lease is dated August 31, 2012, recorded as
Document No. A-46450391.

MEMORANDUM OF AMENDMENT NO. 1 TO LAND LEASE AGREEMENT dated
September 11, 2014, recorded as Document No. A-53780639.

4. - AS TO TMK: (2) 2-5-001-004:-

Claims arising out of the failure to convey the land described
herein together with an easement or right of access.

-Note:- This will be deleted from the policy if such conveyance
occurs prior to the policy date.

5. Claims arising out of customary and traditional rights and
practices, including without limitation those exercised for
subsistence, cultural, religious, access or gathering purposes,
as provided for in the Hawaii Constitution or the Hawaii Revised
Statutes.

SCHEDULE B CONTINUED

6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.

-Note:- A current survey, with metes and bounds description, should be made of said premises.

7. Any unrecorded leases and matters arising from or affecting the same.

-Note:- A properly executed TG Form D.1 should be submitted at closing (i) if there are no unrecorded leases affecting the subject land and the insured requires that said exception be removed from the policy or (ii) if the insured requires the policy to be issued with reference to specific unrecorded leases.

8. Any lien (or claim of lien) for services, labor or material arising from an improvement or work related to the land described in Schedule C herein.

-Note:- Before issuance of an ALTA policy, verification is required that there is no renovation or construction in progress at the present time, nor has there been any renovation or construction during the past year, nor has any material been delivered to the site for purposes of renovation or construction in the past year.

END OF SCHEDULE B

SCHEDULE C

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahi) situate, lying and being at Pulehunui, District of Kula, Island and County of Maui, State of Hawaii, bearing Tax Key designation (2) 2-5-001-003, and containing an area of 1,087.650 acres, more or less, and bearing Tax Key designation (2) 2-5-001-004, and containing an area of 14.650 acres, more or less.

- AS TO TMK: (2) 2-5-001-003:-

Together with a perpetual, non-exclusive right and easement over, upon, across, through and under the portions of Grantor's Land shown on the map attached thereto as Exhibit C as Easement 1, Easement 2, Easement 3 and Easement 4 to build, construct, reconstruct, rebuild, repair, maintain and operate water lines, pressure break tanks, etc., for the transmission of water to Grantee's Land, and convey unto Grantee, its successors and assigns, ownership of all its existing waterlines and other water transmission and storage facilities (except sand filters) located within said perpetual, non-exclusive easement, together also with a right of entry upon the Grantor's Land for the aforesaid purposes (the "Easement"), as granted by WATERLINE EASEMENT dated March 30, 2006, recorded as Document No. 2006-060137; and subject to the terms and provisions contained therein.

END OF SCHEDULE C

BUYER(S) LIEN INFORMATION

1. Title Guaranty of Hawaii, Incorporated, finds no liens docketed against COUNTY OF MAUI, the proposed purchaser(s).

GUIDELINES FOR THE ISSUANCE OF INSURANCE

- A. Taxes shown in Schedule B are as of the date such information is available from the taxing authority. Evidence of payment of all taxes and assessments subsequent to such date must be provided prior to recordation.
 - B. Evidence of authority regarding the execution of all documents pertaining to the transaction is required prior to recordation. This includes corporate resolutions, copies of partnership agreements, powers of attorney and trust instruments.
 - C. If an entity (corporation, partnership, limited liability company, etc.) is not registered in Hawaii, evidence of its formation and existence under the laws where such entity is formed must be presented prior to recordation.
 - D. If the transaction involves a construction loan, the following is required:
 - (1) a letter confirming that there is no construction prior to recordation; or
 - (2) if there is such construction, appropriate indemnity agreements, financial statements and other relevant information from the owner, developer, general contractor and major sub-contractors must be submitted to the Title Company for approval at least one week prior to the anticipated date of recordation.
- Forms are available upon request from Title Guaranty of Hawaii.
- E. Chapter 669, Hawaii Revised Statutes, sets forth acceptable tolerances for discrepancies in structures or improvements relative to private property boundaries for various classes of real property. If your survey map shows a position discrepancy that falls within the tolerances of Chapter 669, call your title officer as affirmative coverage may be available to insured lenders.
 - F. The right is reserved to make additional exceptions and/or requirements upon examination of all documents submitted in connection with this transaction.
 - G. If a policy of title insurance is issued, it will exclude from coverage all matters set forth in Schedule B of this report and in the printed Exclusions from Coverage contained in an ALTA policy or in the Hawaii Standard Owner's Policy, as applicable. Different forms may have different exclusions and should be reviewed. Copies of the policy forms are available upon request from Title Guaranty of Hawaii or on our website at www.tghawaii.com.

DATE PRINTED: 4/16/2015

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 2 5 001 003 0000

CLASS: AGRICULTURAL AREA ASSESSED: 1087.650 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2014

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	500	
EXEMPTION	\$	0	
NET VALUE	\$	500	
LAND	\$	13,100	AGRICULTURAL USE VALUE
EXEMPTION	\$	0	
NET VALUE	\$	13,100	
TOTAL NET VALUE	\$	13,600	

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 2/20/2015

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2014	2	125.00				125.00	PAID
2014	1	125.00				125.00	PAID
2013	2	125.00				125.00	PAID
2013	1	125.00				125.00	PAID

DATE PRINTED: 4/16/2015

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 2 5 001 004 0000

CLASS: AGRICULTURAL AREA ASSESSED: 14.650 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2014

The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	0
EXEMPTION	\$	0
NET VALUE	\$	0
LAND	\$	1,100
EXEMPTION	\$	0
NET VALUE	\$	1,100
TOTAL NET VALUE	\$	1,100

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 2/20/2015

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2014	2	125.00				125.00	PAID
2014	1	125.00				125.00	PAID
2013	2	125.00				125.00	PAID
2013	1	125.00				125.00	PAID

Exhibit "C"

Limited Warranty Deed with Reservations and Covenants

Return by Mail () Pickup () To:

Document contains ___ pages.

Tax Map Key Nos. (2) 2-5-001:003 (por.) & :004

**LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS**

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS ("Deed") is made on _____, 2015 by **HALEAKALA RANCH COMPANY**, a Hawaii corporation ("**Grantor**") to **COUNTY OF MAUI**, a political subdivision of the State of Hawaii, which post office address is 200 South High Street, Wailuku, Hawaii 96793 ("**Grantee**").

A. LIMITED WARRANTY DEED

For and in consideration of the sum of One Dollar (\$1.00), Grantor does hereby grant, donate and convey to Grantee, its successors and assigns, absolutely and in fee simple, all of Grantor's right, title, and interest in and to:

All of those certain parcels of land situate and being at Pulehunui, Kula, Island and County of Maui, State of Hawaii, described more particularly in Exhibit "A" attached to and made a part of this Deed (the "**Property**"), subject, however, to the encumbrances mentioned in Exhibit "A";

AND their reversions, remainders, rents, issues and profits thereof, together with all improvements, tenements, rights, easements, privileges and appurtenances to the same belonging or appertaining or held and enjoyed therewith, and all of the estate, right, title and interest of the Grantor both at law and in equity therein and thereto;

TO HAVE AND TO HOLD the same to Grantee and its successors and assigns, subject to the encumbrances mentioned in Exhibit "A" and the agreements of Grantee contained in this Deed.

Grantor covenants with Grantee that Grantor has good right to grant and convey the Property and that the same are free and clear of all encumbrances that may have been made or suffered by the Grantor except as mentioned in this Deed, which includes Exhibit "A," and that Grantor will warrant and defend the same unto Grantee.

B. COVENANTS

Grantee, for itself, its successors and assigns, acknowledges, covenants and agrees with and to Grantor, its successors and assigns, as follows:

1. "As-Is" Conveyance. Except for the limited warranties of title set forth above, Grantee agrees that (a) it is purchasing the Property on an "AS IS" basis and based on its own investigations of the Property, and (b) Grantor is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the Property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title, zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the Property with governmental laws (including, without limitation, accessibility for handicapped persons), the truth, accuracy or completeness of the Property documents or any the information provided by or on behalf of Grantor to Grantee, or any other matter or thing regarding the Property.
2. Agricultural Activities. The Grantee acknowledges that the Property is adjacent to, nearby or in the vicinity of lands which have in the past, are now, or which in the future may be, actively used for livestock ranching and the growing, harvesting and processing of sugar cane, pineapple and other agricultural products (such ranching, growing, harvesting and processing activities being herein collectively called the "**Agricultural Activities**"), which activities may from time to time bring upon the Property or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "**Agricultural By-Products**"). The Grantee hereby assumes complete risk of and forever releases the Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, the Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require the Grantor, and releases the Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against the Grantor for injunction or abatement of nuisances. Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of the Grantor under this agreement or be the basis for a suit or other claim for injunction

or abatement of nuisances, and the Grantee hereby forever waives any right to file any such suit or claim.

3. Covenants Run with the Land. Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, the Grantee, its successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases.

C. MUTUAL COVENANTS

1. Grantor and Grantee. Except as otherwise provided in this Deed the term "Grantor" as and when used in this Deed shall mean and include Grantor named above and Grantor's successors and assigns, and the term "Grantee" as and when used in this Deed shall mean and include the Grantee named above and Grantee's successors and assigns; where there is more than one Grantee, the use of the singular shall be construed to include the plural wherever the context shall so require and the obligations of Grantee shall be joint and several, and the use of any gender shall include all genders.

2. Counterparts. This instrument may be executed in counterparts, each of which shall be deemed an original, and said counterparts shall together constitute one and the same agreement, binding all of the parties, even though all of the parties are not signatory to the original or the same counterparts. For all purposes, including, without limitation, recordation, filing and delivery of this instrument, duplicate unexecuted and unacknowledged pages of the counterparts may be discarded and the remaining pages assembled as one document.

[Signature page follows]

IN WITNESS WHEREOF, Grantor and Grantee have executed this Deed as of the date first written above.

HALEAKALA RANCH COMPANY

By _____
Don Young
Its President

By _____
J. Scott Meidell
Its Vice President

Grantor

COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its: Mayor

Grantee

APPROVED AS TO FORM AND
LEGALITY:

Jeffrey Ueoka
Deputy Corporation Counsel
County of Maui

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this _____ day of _____, 2015, before me appeared DON YOUNG, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires:

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:

Limited Warranty Deed with Reservations and Covenants

Doc. Date: _____ or undated at the time of execution

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this _____ day of _____, 2015, before me appeared J. SCOTT MEIDELL, to me personally known, who, being by me duly sworn or affirmed did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name:

My commission expires:

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description:
Limited Warranty Deed with Reservations and Covenants

Doc. Date: _____ or undated at the time of execution

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary Date of Notarization and
Certification Statement

Printed Name of Notary (Official Stamp or Seal)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2015, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui pursuant to Section 7-5.11 and Section 9-18 of the Charter of the County of Maui; and the said ALAN M. ARAKAWA acknowledged the said instrument to be the free act and deed of said County of Maui.

Notary Public, State of Hawaii

Printed Name:

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Limited Warranty
Deed with Reservations and Covenants

Doc. Date: _____ or Undated at time of notarization

No. of Pages: _____ Jurisdiction: Second Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

Exhibit "A"

Kula Agricultural Park Description of Parcel A

Land situated on the southerly side of Pulehu Road at Waiakoa, Alae 3 & 4, Pulehunui, Makawao, Kula, Maui, Hawaii

Being a portion of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi

Beginning at a point at the northeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KOHA" being 7,440.28 feet South and 2,413.29 feet West and running by azimuths measured clockwise from True South:

1. Thence along Parcel B of Kula Agricultural Park, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi on a curve to the right, with the point of curvature azimuth from the radial point being: 299° 52' 40", and the point of tangency azimuth from the radial point being: 302° 12' 49", having a radius of 11,659.16 feet, the chord azimuth and distance being: 31° 02' 44.5" 475.29 feet to a point;
2. 308° 13' 789.69 feet along same to a point;
3. 0° 40' 285.71 feet along same to a point;
4. 29° 27' 1,754.03 feet along same to a point;
5. Thence along the centerline of Kolaloa Gulch with all its sinuosities and Parcel B of Kula Agricultural Park, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi, the direct azimuth and distance being: 127° 30' 28" 4,687.64 feet to a point;

Thence along the grade line having a down grade of five (5) feet to the mile as described in Land Court Application 3 with all its sinuosities for the next two (2) courses, the direct azimuths and distances between said points along said grade line being:

6. 164° 25' 24" 352.27 feet to a point;
7. 225° 31' 1,095.00 feet to a point;
8. 252° 40' 202.13 feet along the northerly side of a small gulch, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi to a point;
9. 273° 53' 286.39 feet along same to a point;
10. 337° 25' 202.67 feet along same to a point;
11. 321° 15' 224.20 feet along same to a point;
12. 303° 50' 224.90 feet along same to a point;
13. 271° 27' 243.96 feet along same to a point;
14. 243° 11' 219.57 feet along same to a point;
15. 255° 11' 123.73 feet along same to a point;
16. 268° 44' 497.20 feet along same to a point;
17. 297° 13' 372.64 feet along same to a point;
18. 276° 20' 138.10 feet along same to a point;
19. 318° 51' 407.20 feet along same to a point;
20. 283° 00' 353.90 feet along same to a point;
21. 323° 33' 113.04 feet along the southerly side of Pulehu Road to a point;
22. Thence along same on a curve to the left, having a radius of 645.00 feet, the chord azimuth and distance being:
307° 49' 349.80 feet to a point;

23. 292° 05' 166.78 feet along same to a point;
24. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 22° 05', and the point of tangency azimuth from the radial point being: 22° 31' 30", having a radius of 375.00 feet, the chord azimuth and distance being: 292° 18' 15" 2.89 feet to the point of beginning and containing an Area of 224.8 Acres, more or less.

SUBJECT, HOWEVER, to the following:

2. A portion of an Existing Utility Easement 16 in favor of Maui Electric Company, Ltd.



WARREN S. UNEMORI ENGINEERING, INC.

Wells Street Professional Center
2145 Wells Street, Suite 403
Wailuku, Maui, Hawaii 96793
June 9, 2015

By: _____ 04/30/16 Exp.
Licensed Professional Land Surveyor
Certificate No. 6597

Exhibit "D"

Partial Surrender of Land Lease Agreement

Return by Mail () Pickup () To:

Tax Map Key Nos.: (2) 2-5-001-003 (por.)

This document contains ___ pages.

PARTIAL SURRENDER OF LAND LEASE AGREEMENT

This PARTIAL SURRENDER OF LAND LEASE AGREEMENT (this "*Agreement*"), effective as of _____, 2015 ("*Effective Date*"), made by and between HALEAKALA RANCH COMPANY, a Hawaii corporation, whose address is 529 Kealaloa Avenue, Makawao, Hawai'i 96768 ("*Lessor*"), and KIHEI SOLAR, LLC, a Delaware limited liability company, whose mailing address is c/o First Wind Energy, LLC, 179 Lincoln Street, Suite 500, Boston, MA 02111 ("*Lessee*").

BACKGROUND

A. Lessor is the fee owner and lessor under that certain Land Lease Agreement, dated August 31, 2012, between Lessor, as lessor, and Lessee, as lessee, a memorandum of which is recorded in the Bureau of Conveyances of the State of Hawai'i (the "*Bureau*") as Document No. A-46450391, as amended by Amendment No. 1 to Land Lease Agreement dated September 2, 2014, a memorandum of which is recorded in the Bureau as Document No. A-53780639 (as amended, the "*Lease*").

B. The Lease demises certain premises as more particularly described in the Lease (the "*Leased Property*").

C. Lessor and Lessee have agreed to partially cancel and surrender a portion of the Leased Property described in Exhibit A attached hereto and made a part hereof, containing approximately [201] acres, more or less (the "*Surrendered Property*") under the terms and conditions contained in this instrument.

AGREEMENT

For good and valuable consideration, the receipt and sufficiency of which are acknowledged, and for the mutual benefits accruing to Lessor and Lessee by this Agreement, Lessor and Lessee agree as follows:

EXHIBIT " ¹ D "

A. **Surrender.** As of the Effective Date, Lessee does release and surrender forever to Lessor, its successors and assigns, all of Lessee's right, title, and interest in and to the Surrendered Property.

B. **Acceptance.** Lessor accepts such surrender of the Surrendered Property and Lessee is released and discharged from all further liability or obligations under the Lease related solely to the Surrendered Property from and after the Effective Date.

C. **Lessee's Covenants.** Lessee covenants with Lessor that:

- i. Lessee has good right to surrender its interest in the Surrendered Property to Lessor
- ii. The Surrendered Property is free and clear of and from all encumbrances made by Lessee; and
- iii. Lessee will warrant and defend the same unto Lessor against the lawful claims and demands of all persons claiming by or through Lessee.

D. **Survival of Lessee's Obligations.** The foregoing surrender shall have no effect on any non-monetary liabilities and duties and obligations of Lessee under the Lease that are related to the Surrendered Property and have accrued prior to the Effective Date. Lessor's acceptance of Lessee's surrender of the Lease is not, and shall not be deemed to be, an assumption by Lessor of any of the liabilities, obligations, duties, or responsibilities of Lessee or of any other party.

E. **Reaffirmation.** This Agreement shall in no way release Lessee from its performance of its obligations under the Lease, as to the remainder of the property demised by the Lease. Lessor and Lessee acknowledge and agree that the Lease, without the Surrendered Property, is reaffirmed, ratified, and in full force and effect. All rights of Lessor and Lessee under the Lease, and all rights of Lessor under any guaranties of the Lease, are expressly reserved.

GENERAL PROVISIONS

A. **Parties.** This Agreement shall be binding upon and inure to the benefit of Lessor and Lessee named above and their respective successors, successors in trust, and assigns.

B. **Captions; Construction of Terms.** The captions used in this Agreement are for convenience only and do not limit or amplify the provisions of this Agreement. The language in all parts of this Agreement shall in all cases be construed as a whole and according to its fair meaning, and not strictly for or against any of Lessor or Lessee. In addition, the construction of this Agreement and any of its various provisions shall be unaffected by any argument or claim, whether or not justified, that it has been prepared, wholly or in substantial part, by or on behalf of Lessor or Lessee.

C. **Counterparts.** This Agreement may be executed in as many counterparts as may be deemed necessary or convenient, and by Lessor and Lessee on separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument.

Lessor and Lessee have executed this Agreement effective as of the Effective Date.

HALEAKALA RANCH COMPANY, a Hawaii
corporation

By _____
Name: _____
Title: _____

By _____
Name: _____
Title: _____

“LESSOR”

KIHEI SOLAR, LLC, a Delaware Limited
liability company

By _____
Name: _____
Title: _____

“LESSEE”

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 2015, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii

Printed Name: _____

My commission expires: _____

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Partial Surrender of Land Lease Agreement

Doc. Date: _____ or Undated at time of notarization.

No. of Pages: _____ Jurisdiction: _____ Circuit
(in which notarial act is performed)

Signature of Notary

Date of Notarization and
Certification Statement

Printed Name of Notary

(Official Stamp or Seal)

STATE OF HAWAII)
) SS.
COUNTY OF MAUI)

On this _____ day of _____, 2015, before me personally appeared _____, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Notary Public, State of Hawaii
Printed Name: _____
My commission expires: _____

(Official Stamp or Seal)

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No. of Pages: _____	Jurisdiction: _____ Circuit (in which notarial act is performed)
_____ Signature of Notary	_____ Date of Notarization and Certification Statement
_____ Printed Name of Notary	(Official Stamp or Seal)

STATE OF)
) SS.
COUNTY OF)

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(Official Stamp or Seal)

Exhibit "A"

Kula Agricultural Park Description of Parcel A

Land situated on the southerly side of Pulehu Road at Waiakoa, Alae 3 & 4, Pulehunui, Makawao, Kula, Maui, Hawaii

Being a portion of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi

Beginning at a point at the northeasterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU-O-KOHA" being 7,440.28 feet South and 2,413.29 feet West and running by azimuths measured clockwise from True South:

1. Thence along Parcel B of Kula Agricultural Park, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi on a curve to the right, with the point of curvature azimuth from the radial point being: 299° 52' 40", and the point of tangency azimuth from the radial point being: 302° 12' 49", having a radius of 11,659.16 feet, the chord azimuth and distance being: 31° 02' 44.5" 475.29 feet to a point;
2. 308° 13' 789.69 feet along same to a point;
3. 0° 40' 285.71 feet along same to a point;
4. 29° 27' 1,754.03 feet along same to a point;
5. Thence along the centerline of Kolaloa Gulch with all its sinuosities and Parcel B of Kula Agricultural Park, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi, the direct azimuth and distance being: 127° 30' 28" 4,687.64 feet to a point;

Thence along the grade line having a down grade of five (5) feet to the mile as described in Land Court Application 3 with all its sinuosities for the next two (2) courses, the direct azimuths and distances between said points along said grade line being:

6. 164° 25' 24" 352.27 feet to a point;
7. 225° 31' 1,095.00 feet to a point;
8. 252° 40' 202.13 feet along the northerly side of a small gulch, being also along the remainder of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi to a point;
9. 273° 53' 286.39 feet along same to a point;
10. 337° 25' 202.67 feet along same to a point;
11. 321° 15' 224.20 feet along same to a point;
12. 303° 50' 224.90 feet along same to a point;
13. 271° 27' 243.96 feet along same to a point;
14. 243° 11' 219.57 feet along same to a point;
15. 255° 11' 123.73 feet along same to a point;
16. 268° 44' 497.20 feet along same to a point;
17. 297° 13' 372.64 feet along same to a point;
18. 276° 20' 138.10 feet along same to a point;
19. 318° 51' 407.20 feet along same to a point;
20. 283° 00' 353.90 feet along same to a point;
21. 323° 33' 113.04 feet along the southerly side of Pulehu Road to a point;
22. Thence along same on a curve to the left, having a radius of 645.00 feet, the chord azimuth and distance being:
307° 49' 349.80 feet to a point;

23. 292° 05' 166.78 feet along same to a point;
24. Thence along same on a curve to the right, with the point of curvature azimuth from the radial point being: 22° 05', and the point of tangency azimuth from the radial point being: 22° 31' 30", having a radius of 375.00 feet, the chord azimuth and distance being: 292° 18' 15" 2.89 feet to the point of beginning and containing an Area of 224.8 Acres, more or less.

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By: _____ 04/30/16 Exp.
Licensed Professional Land Surveyor
Certificate No. 6597

Exhibit "E"

Subdivision Map

Exhibit "E"

Subdivision Map

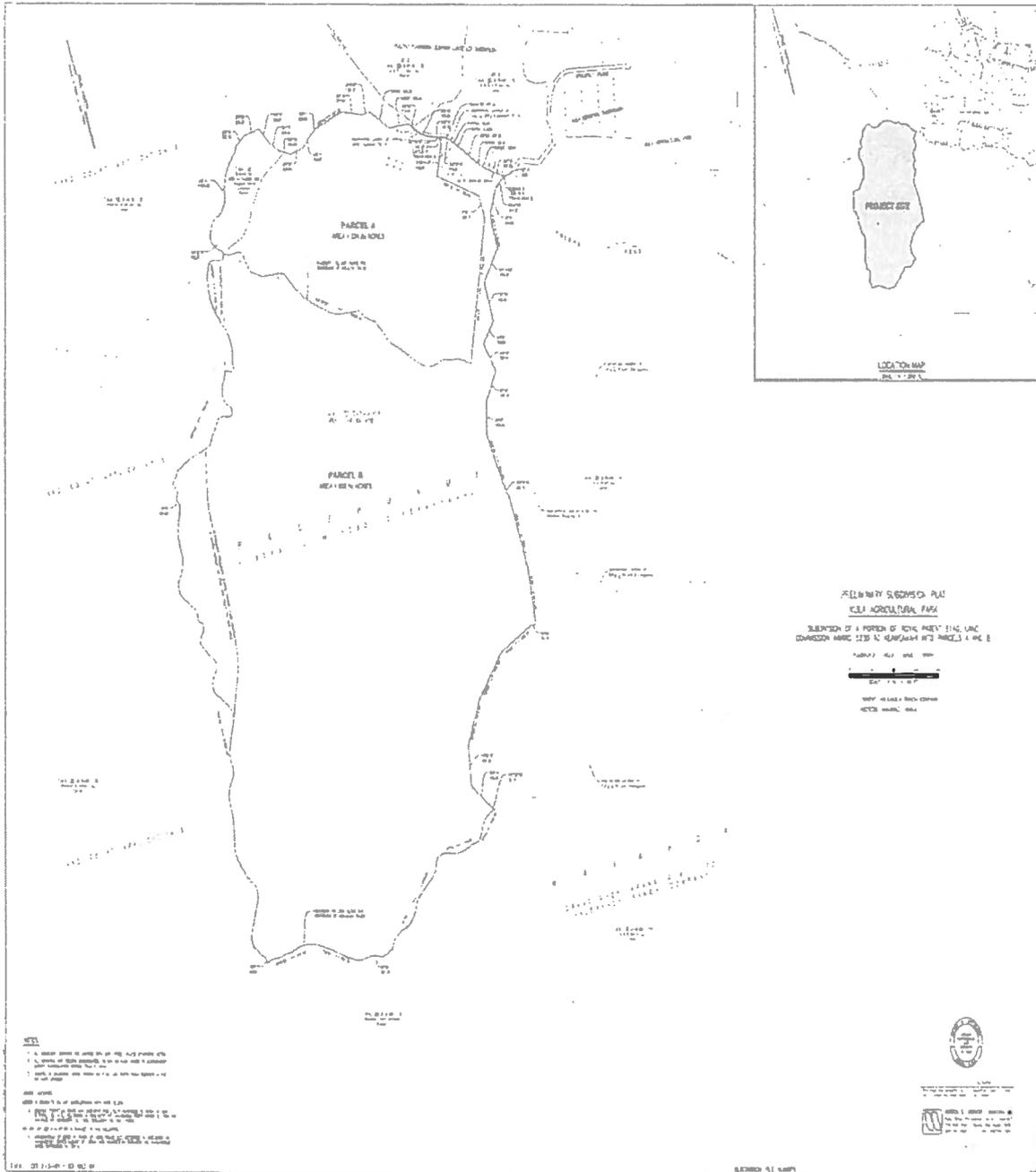


Exhibit "E"
(Page 1 of 1)