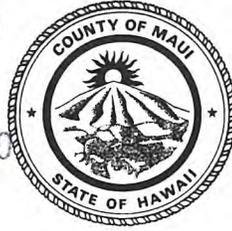


ALAN M. ARAKAWA
Mayor

RECEIVED

2018 OCT 16 AM 11:50

OFFICE OF THE
COUNTY COUNCIL



PATRICK K. WONG
Corporation Counsel

EDWARD S. KUSHI
First Deputy

LYDIA A. TODA
Risk Management Officer
Tel. No. (808) 270-7535
Fax No. (808) 270-1761

DEPARTMENT OF THE CORPORATION COUNSEL
COUNTY OF MAUI

200 SOUTH HIGH STREET, 3RD FLOOR

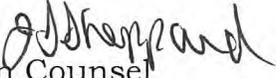
WAILUKU, MAUI, HAWAII 96793

EMAIL: CORPCOUN@MAUICOUNTY.GOV

TELEPHONE: (808) 270-7740

FACSIMILE: (808) 270-7152

MEMO TO: Yuki Lei K. Sugimura, Chair
Policy, Economic Development, and Agriculture Committee

FROM: Jerrie L. Sheppard 
Deputy Corporation Counsel

DATE: October 16, 2018

SUBJECT: **APPROVING THE ACQUISITION OF APPROXIMATELY 262
ACRES IN PULEHUNUI AND OMAOPIO (MAKAWAO)** (PEA-71)

Transmitted herewith is the revised resolution for the acquisition of Tax Map Key No. (2) 2-5-01:02 for the Kula Agricultural Park Expansion, as approved by the Policy, Economic Development, and Agriculture Committee at its meeting on October 15, 2018.

This land purchase will be contingent on the State of Hawaii releasing \$5 million in funding designated for the Kula Ag Park expansion. The County of Maui will have to approve the purchase before the State will release the funds.

The PSA attached to the resolution has one material change:

Section 4.1, replacing the date "November 1, 2018" with "December 31, 2018".

Thank you for your attention in this matter.

Attachment

2017-0098

PEA-71 2018-10-16 Memo to Chair

Resolution

No. _____

APPROVING THE ACQUISITION OF REAL PROPERTY, APPROXIMATELY
262 ACRES, LOCATED IN PULEHUNUI AND OMAOPIO, MAKAWAO,
MAUI, HAWAII

WHEREAS, ALEXANDER & BALDWIN, LLC, a Delaware limited liability company, is the fee owner of the real property identified for real property tax purposes as tax map key number (2) 2-5-001:002, consisting of approximately 262 acres of land (“the Property”);

WHEREAS, ALEXANDER & BALDWIN, LLC, has agreed to sell the Property to the County of Maui for FIVE MILLION NINE HUNDRED TWENTY-NINE THOUSAND DOLLARS (\$5,929,000.00); and

WHEREAS, the Real Property Purchase and Sale Agreement is attached hereto as Exhibit “1”; and

WHEREAS, the Property is more particularly described in Exhibits “A” through “E” of Exhibit “1”; and

WHEREAS, the Property will be delivered water as described in the Water Delivery Agreement attached hereto as Exhibit “2”; and

WHEREAS, in accordance with Section 3.44.015(B), Maui County Code, the Director of Finance contracted for an appraisal by a disinterested appraiser, and said appraisal is attached as Exhibit “D” to Exhibit “1”; and

WHEREAS, Section 3.44.015(C), Maui County Code, provides that, in the case of real property with a purchase price that exceeds TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000.00), authorization by the Council of the County of Maui by passage of a resolution is required; and

WHEREAS, the Council finds that the acquisition of the Property is in the public interest; now, therefore,

Resolution No. _____

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

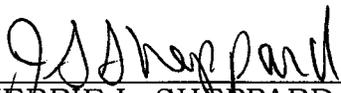
1. That pursuant to Section 3.44.015(C), Maui County Code, the Council hereby approves the acquisition of the Property in the public interest for the purchase price of FIVE MILLION NINE HUNDRED TWENTY-NINE THOUSAND DOLLARS (\$5,929,000.00) under the terms set forth in the Real Property Purchase and Sale Agreement attached hereto as Exhibit "1"; and

2. That water to the Property will be delivered as set forth in the Water Delivery Agreement attached hereto as Exhibit "2"; 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 Property; and

4. That certified copies of this Resolution be transmitted to the Mayor; the Director of Finance; the Director of Parks and Recreation; and Alexander & Baldwin, LLC.

APPROVED AS TO FORM
AND LEGALITY:



JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
2018-0133/2017-0098
PEA-71 2018-10-16 Resolution (REVISED)

REAL PROPERTY PURCHASE AND SALE AGREEMENT
(New County Omaopio/Pulehu Agricultural Park)

This Real Property Purchase and Sale Agreement ("**Agreement**") made effective _____, 2018, by and between **ALEXANDER & BALDWIN, LLC**, a Delaware limited liability company (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 real property described in the Title Report, attached hereto as **Exhibit "A" and incorporated herein**, and shown on the map attached hereto as **Exhibit "B" and incorporated herein**, and identified by Tax Map Key No. (2) 2-5-001-002, comprising approximately 262 acres of land.

(b) Seller desires to sell, and Buyer desires to purchase said parcel on the terms set forth in this Agreement.

(c) Pursuant to Section 18-215 of the Delaware Limited Liability Company Act, Seller established within itself Series R, to which the real property has been allocated. Seller is hereby entering into this agreement on behalf of said Series R.

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.

"**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.

"Effective Date" shall mean the date when this Agreement has been signed by Buyer and Seller.

"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. – Main Branch, 235 Queen Street, Honolulu, HI 96813, Attention: Ann Oshiro, Assistant Vice-President/Escrow Officer

"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.

"New Encumbrance" is defined in Section 3.4.

"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.

"Title Policy" is defined in Section 7.3.

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 the Title Report (**Exhibit "A"**) and the Survey Map and Report, attached hereto as **Exhibit "C"**, and incorporated herein, 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.

(c) Excluded Property. Notwithstanding the foregoing, the Property shall not be deemed to include the following, which Seller's expressly reserves: (i) all existing water transmission and distribution ditches, tunnels, flumes, pipelines, and related improvements and equipment located on, in or under the real property described on **Exhibit "A"** which convey water to other lands owned by Seller or its affiliates, including TMK Nos. (2) 2-5-001-018 & (2) 2-5-001-020, and (ii) the easements for such water facilities reserved in the deed to be recorded at Closing as described in Section 3.4.

2.2 Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be **FIVE MILLION NINE HUNDRED TWENTY-NINE THOUSAND AND NO/100 DOLLARS (\$5,929,000.00)**, as reflected in the Appraisal, attached hereto as **Exhibit "D"** and incorporated herein. Buyer shall pay the Purchase Price as follows:

(a) No deposit shall be required; and

(b) At Closing, Buyer shall pay Seller, through Escrow Agent, 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 boundary survey and map (the "**Survey**") of the Property specifically shown in in **Exhibit "C"**. Seller has no obligation to provide any additional surveys or 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 "A"** is a Preliminary Report for the Property from the Title Company ("**Title Report**").

3.4 Procedure for Buyer's Title Objections. All matters referred to in the Title Report (**Exhibit "A"**), the Survey (**Exhibit "C"**) and the Limited Warranty Deed (**Exhibit "E"**) shall be hereinafter referred to as the "**Permitted Exceptions**". Buyer shall have ten (10) working days to review and request changes to the "**Permitted Exceptions**". If at Closing Seller is unable to convey title subject only to the Permitted Exceptions, Buyer may terminate this Agreement.

Notwithstanding the foregoing, if the Property is to be conveyed subject to any encumbrance that materially and adversely affects the Property and was first placed upon the Property after the date of the Title Report (a "**New Encumbrance**") and is not attributable to Buyer, Buyer shall have the right to terminate this Agreement by giving written notice to Seller and Escrow Agent within ten (10) working days after Buyer is provided with a copy of the New Encumbrance unless Seller agrees within five (5) days after receipt of such notice to remove the New Encumbrance prior to Closing. If Buyer terminates this Agreement in accordance with this provision, the parties hereto shall be released from all further obligations and liabilities hereunder. If Seller and Escrow Agent do not receive such notice prior to the expiration of said ten (10) day period, Buyer shall be deemed to have waived its objection to the New Encumbrance and Buyer's right to terminate this Agreement pursuant to this paragraph, the New Encumbrance will be deemed to be a Permitted Exception and this Agreement shall continue in effect subject to the other provisions hereof.

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**") shall occur prior to (the "**Closing Date**"). The Closing Date shall be on a mutually agreeable date within thirty (30) days after approval of this transaction by the Maui County Council, but not later than December 31, 2018.

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) A Limited Warranty Deed in the form customarily used in the State of Hawaii transferring to Buyer the Property specifically shown in **Exhibit "E"** attached hereto, (the "**Deed**"), 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 Purchase Price 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.

(b) Buyer's Expenses. Buyer shall pay the fees of any counsel representing Buyer in connection with this transaction.

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.

5. EMINENT DOMAIN. This parties acknowledge and agree that this Agreement has been entered into under Buyer's threat of condemnation regarding the Property.

6. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that:

6.1 Organization and Good Standing. Seller is a series of a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and duly authorized to conduct business in the State of Hawaii.

6.2 Authority. Subject to the approval of the Maui County Council as described in Section 8, 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.

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's obligation to purchase the Property and to take other actions required to be taken by Buyer at the Closing is contingent upon Buyer's receipt of anticipated funds in the amount of \$5,000,000.00 (five-million dollars) from the State of Hawaii.

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.

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 a fee simple standard owner's policy (the "**Title 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.

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 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 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: ALEXANDER & BALDWIN, LLC
 822 Bishop Street
 Honolulu, Hawaii 96813
 Attn: Charles W. Loomis

Tel: (808) 525-8451
Fax: (808) 525-6678

And to:

ALEXANDER & BALDWIN, LLC
c/o A & B Properties Hawaii, LLC
11 S. Puunene Avenue
Maui, Hawaii 96732
Attn: Randall H. Endo
Tel: (808) 872-4307
Fax: (808) 871-7497

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, 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 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. A & B Properties, Inc., an affiliate of Seller, is a licensed real estate broker in the State of Hawaii.

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 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.

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

- | | |
|-------------|-----------------------|
| Exhibit "A" | Title Report |
| Exhibit "B" | Map of the Property |
| Exhibit "C" | Survey Map and Report |
| Exhibit "D" | Appraisal |
| Exhibit "E" | Limited Warranty Deed |

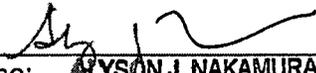
Signatures begin on the following page.

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

SELLER:

ALEXANDER & BALDWIN, LLC
a Delaware limited liability company

By: 
Name: NELSON N.S. CHUN
Title: SENIOR VICE PRESIDENT, Series R

By: 
Name: ALYSON J. NAKAMURA
Title: SECRETARY, Series R

BUYER:

COUNTY OF MAUI

By: _____
ALAN M. ARAKAWA
Its: Mayor

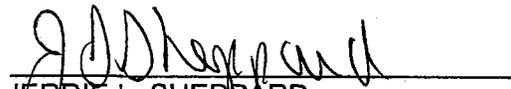
By: _____
MARK R. WALKER
Its: Director of Finance

APPROVAL RECOMMENDED:



TEENA M. RASMUSSEN
Director of Economic Development

APPROVED AS TO FORM AND LEGALITY:



JERRIE L. SHEPPARD
Deputy Corporation Counsel
County of Maui
(LF 2018-0133) (5-9-18)

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

On this 16th day of October, 2018, before me personally appeared NELSON N.S. CHUN, 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.



Diana Clemente
Notary Public, State of Hawaii

Printed Name: DIANA CLEMENTE

My commission expires: DEC 14 2018

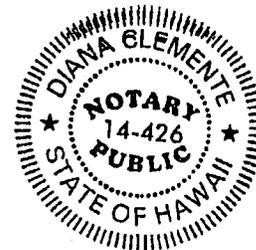
(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: Real Property
Purchase and Sale Agreement (New County Omaopio/Pulehu
Agricultural Park) TMK: (2)2-5-001-002
Doc. Date: _____ or Undated at time of notarization
No. of Pages: 19 Jurisdiction: First Circuit
(in which notarial act is performed)

Diana Clemente October 16, 2018
Signature of Notary Date of Notarization and
Certification Statement

DIANA CLEMENTE
Printed Name of Notary



(Official Stamp or Seal)

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

On this 16th day of October, 2018, before me personally appeared ALYSON J. NAKAMURA, 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.



Diana Clemente
Notary Public, State of Hawaii

Printed Name: DIANA CLEMENTE

My commission expires: DEC 14 2018

(Official Stamp or Seal)

NOTARY CERTIFICATION STATEMENT

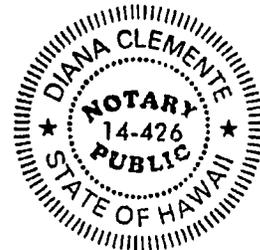
Document Identification or Description: Real Property
Purchase and Sale Agreement (New County Omaopio/Pulehu
Agricultural Park) TMK: (2)2-5-001-002

Doc. Date: _____ or Undated at time of notarization

No. of Pages: 19 Jurisdiction: First Circuit
(in which notarial act is performed)

Diana Clemente October 16, 2018
Signature of Notary Date of Notarization and
Certification Statement

DIANA CLEMENTE
Printed Name of Notary



(Official Stamp or Seal)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2018, 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)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 2018, before me before me personally appeared MARK R. WALKER, 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 <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)	

REVISED 5/23/18
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, Inc. and no liability will arise under this report.

SCHEDULE A

Title Guaranty of Hawaii, Inc. 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:

ALEXANDER & BALDWIN, LLC,
a Delaware limited liability company,
as Fee Owner

This report is dated as of December 26, 2017 at 8:00 a.m.

Inquiries concerning this report
should be directed to
PHILIP GARTLAND.
Email pgartland@tghawaii.com.
Fax (808) 521-0287.
Telephone (808) 521-0218.
Refer to Order No. 201764158.

Inquiries concerning Escrow
should be directed to
Ann Oshiro.
MAIN OFFICE
Email aoshiro@tghawaii.com.
Fax (808) 521-0280.
Telephone (808) 521-0213.
Escrow No. 17106557

EXHIBIT "A"

**SCHEDULE B
EXCEPTIONS**

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

Tax Key: (2) 2-5-001-002 Area Assessed: 262.288 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.

3. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED

DATED : July 26, 1995

RECORDED : Document No. 95-114854

GRANTING : a right and easement for utility purposes over Easements "14" and "17" as shown on the map attached thereto and more particularly described therein

4. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION POTENTIAL

DATED : July 13, 2009

RECORDED : Document No. 2009-111496

PARTIES : ALEXANDER & BALDWIN, INC., "Subdivider", and COUNTY OF MAUI, through its Department of Public Works, a political subdivision of the State of Hawaii, "County"

SCHEDULE B CONTINUED

5. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)

DATED : July 1, 2010

RECORDED : Document No. 2010-099424

PARTIES : ALEXANDER & BALDWIN, INC., and the COUNTY OF MAUI, through its Department of Planning, a body politic and corporation, and a political subdivision of the State of Hawaii

6. Drainage Reserve (no building construction to occur in the Drainage Reserve area unless contours and the 100 year flood inundation limited are provided), as shown on subdivision map dated January 2, 2009, revised on May 14, 2009 as Subdivision File No. 2.3087, approved by the Director of Public Works, County of Maui on August 24, 2010.

7. GRANT

TO : ALEXANDER & BALDWIN, LLC, a Delaware limited liability company

DATED : May 18, 2018

RECORDED : Document No. A-67160672

GRANTING : nonexclusive easements for ditch, reservoir, irrigation, access, and water discharge purposes, being more particularly described therein and as shown on maps attached thereto

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

9. Easements or claims of easements which are not recorded in the public records.

SCHEDULE B CONTINUED

10. Discrepancies, conflicts in boundary lines, shortage in area, encroachments or any other matters which a correct survey or archaeological study would disclose.
11. Any unrecorded leases and matters arising from or affecting the same.
12. 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.

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 Grant Number 5167 to Henry P. Baldwin and Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahi) situate, lying and being at Omaopio and Pulehunui, District of Kula, Island and County of Maui, State of Hawaii, being LOT 3 of the "PULEHU PLANTANTION COMPANY LARGE LOT SUBDIVISION", and thus bounded and described:

Beginning at a point at the southerly corner of this lot, on the northeasterly side of Pulehu Road, said point being also the southwesterly corner of Lot 2 of the Pulehu Plantation Company Large Lot Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA" being 7,141.73 feet south and 2,828.16 feet west and running by azimuths measured clockwise from true South:

1. 143° 33' 231.23 feet along the northeasterly side of Pulehu Road;
2. Thence along same on a curve to the left with a radius of 555.00 feet, the direct chord azimuth and distance being:

 139° 48' 72.60 feet;
3. 136° 03' 194.87 feet along the northeasterly side of Pulehu Road;
4. Thence along same on a curve to the right with a radius of 635.00 feet, the chord azimuth and distance being:

 143° 11' 157.71 feet;
5. 150° 19' 599.96 feet along the northeasterly side of Pulehu Road;
6. 150° 33' 584.08 feet along same;
7. 149° 03' 391.45 feet along same;
8. 149° 54' 935.59 feet along same;
9. 150° 18' 618.16 feet along same;

SCHEDULE C CONTINUED

- | | | | |
|-----|--|--------|---|
| 10. | 152° 51' | 161.24 | feet along same; |
| 11. | 157° 07' | 170.76 | feet along same; |
| 12. | 154° 22' | 62.91 | feet along same; |
| 13. | Thence along same on a curve to the left with a radius of 526.00 feet, the direct chord azimuth and distance being: | | |
| | 142° 27' | 217.23 | feet; |
| 14. | 130° 32' | 65.77 | feet along the northeasterly side of Pulehu Road; |
| 15. | 139° 13' | 71.72 | feet along same; |
| 16. | 142° 53' | 289.03 | feet along same; |
| 17. | 139° 55' | 254.50 | feet along same; |
| 18. | 139° 01' | 620.33 | feet along same; |
| 19. | 139° 34' | 93.97 | feet along same; |
| 20. | Thence along same on a curve to the right with a radius of 1,355.00 feet, the direct chord azimuth and distance being: | | |
| | 145° 21' 30" | 273.47 | feet; |
| 21. | 151° 09' | 114.08 | feet along the northeasterly side of Pulehu Road; |
| 22. | Thence along same on a curve to the right with a radius of 315.00 feet, the direct chord azimuth and distance being: | | |
| | 172° 01' | 224.40 | feet; |
| 23. | Thence along the northerly side of Pulehu Road on a curve to the right with a radius of 30.00 feet, the direct chord azimuth and distance being: | | |
| | 250° 58' 30" | 50.93 | feet; |

SCHEDULE C CONTINUED

24.	309° 04'	486.98	feet along the southerly side of Omaopio Road;
25.	311° 01' 30"	296.70	feet along same;
26.	308° 44'	155.00	feet along same;
27.	310° 06'	449.51	feet along same;
28.	308° 30'	469.21	feet along same;
29.	Thence along same on a curve to the left with a radius of 435.00 feet, the direct chord azimuth and distance being:		
	298° 09'	156.31	feet;
30.	287° 48'	581.48	feet along the southerly side of Omaopio Road;
31.	288° 04'	350.08	feet along same;
32.	285° 51'	79.43	feet along same;
33.	283° 10' 30"	272.55	feet along same;
34.	282° 31'	341.14	feet along same;
35.	284° 37'	310.09	feet along same;
36.	284° 37'	173.52	feet along same;
37.	285° 11'	174.70	feet along same;
38.	284° 19' 30"	533.38	feet along same;
39.	284° 57'	256.53	feet along same;
40.	Thence along same on a curve to the left with a radius of 402.00 feet, the direct chord azimuth and distance being:		
	273° 08'	164.64	feet;
41.	261° 19'	333.30	feet along the southerly side of Omaopio Road;

SCHEDULE C CONTINUED

42.	Thence along same on a curve to the right with a radius of 776.00 feet, the chord azimuth and distance being:		
	273° 40'	331.95	feet;
43.	286° 01'	52.74	feet along the southerly side of Omaopio Road;
44.	282° 24'	85.90	feet along same;
45.	278° 29'	47.36	feet along same;
46.	Thence along same on a curve to the right with a radius of 634.50 feet, the direct chord azimuth and distance being:		
	282° 08' 30"	80.97	feet;
47.	347° 16'	25.48	feet along Lot 1 of the Pulehu Plantation Company Large Lot Subdivision;
48.	324° 12'	246.00	feet along same;
49.	286° 45'	317.45	feet along same;
50.	7° 14'	160.07	feet along same;
51.	73° 20'	578.76	feet along same;
52.	37° 12'	185.00	feet along same;
53.	2° 25'	142.51	feet along same;
54.	347° 28'	131.70	feet along same;
55.	6° 17'	204.38	feet along same;
56.	21° 21'	89.44	feet along same;
57.	82° 52'	176.60	feet along same;
58.	7° 19'	126.05	feet along same;
59.	15° 25'	357.21	feet along same;

SCHEDULE C CONTINUED

60.	30° 50'	112.03	feet along same;
61.	45° 45'	213.26	feet along same and along Lot 2 of the Pulehu Plantation Company Large Lot Subdivision;
62.	30° 26'	234.47	feet along Lot 2 of the Pulehu Plantation Large Lot Subdivision;
63.	11° 56'	248.70	feet along same;
64.	35° 03'	388.45	feet along same;
65.	21° 38'	162.47	feet along same;
66.	9° 06'	82.55	feet along same;
67.	23° 39'	29.34	feet along same;
68.	42° 38'	97.13	feet along same;
69.	59° 40'	73.10	feet along same;
70.	69° 40'	87.53	feet along same;
71.	80° 38'	50.06	feet along same;
72.	105° 20'	141.70	feet along same;
73.	93° 24'	92.61	feet along same;
74.	75° 53'	165.70	feet along same;
75.	79° 23'	36.02	feet along same;
76.	85° 35'	326.11	feet along same to the point of beginning and containing an area of 262.288 acres, more or less.

SCHEDULE C CONTINUED

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : ALEXANDER & BALDWIN, INC., a Hawaii corporation

GRANTEE : A&B-HAWAII, INC., a Hawaii corporation

DATED : March 30, 1989, but effective as of April 1, 1989

RECORDED : Liber 23006 Page 583

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.

2. CERTIFICATE OF MERGER dated December 5, 2011, filed as Land Court Document No. 4116765, also recorded as Document No. 2011-205352, sets forth the merger of A&B-HAWAII, INC., a Hawaii corporation with and into ALEXANDER & BALDWIN, INC., a Hawaii corporation.

3. PETITION FOR ORDER REGARDING CONVERSION dated July 25, 2012, filed as Land Court Document No. T-8267279, sets forth the conversion of ALEXANDER & BALDWIN, INC., a Hawaii corporation to ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company.

4. PETITION FOR ORDER REGARDING CONVERSION dated August 3, 2017, filed as Land Court Document No. T-10080233, sets forth the conversion of ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, to ALEXANDER & BALDWIN, LLC, a Delaware limited liability company, effective as of December 21, 2016.

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, Inc.
- 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, Inc. or on our website at www.tghawaii.com.
 - H. Please be aware that due to the conflict between federal and state laws concerning the cultivation, distribution, manufacture or sale of marijuana, the Company is not able to close or insure any transaction involving Land that is associated with these activities.

DATE PRINTED: 5/23/2018

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 2 5 001 002 0000

CLASS: AGRICULTURAL AREA ASSESSED: 262.288 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2017

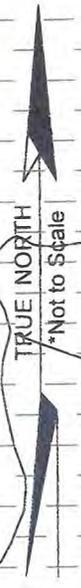
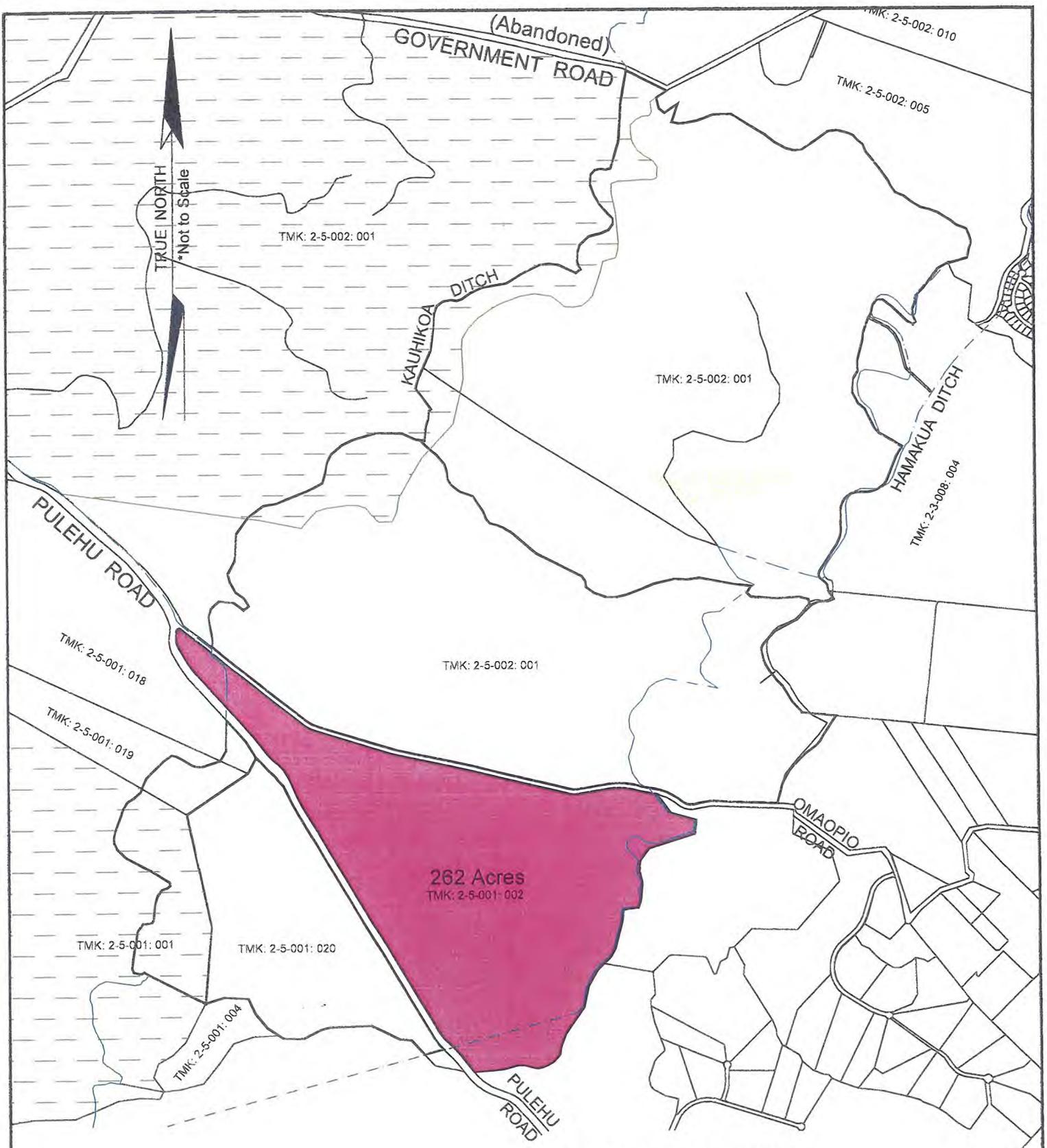
The records of this division show the assessed values and taxes on the property designated by Tax Key shown above are as follows:

BUILDING	\$	0
EXEMPTION	\$	0
NET VALUE	\$	0
LAND	\$	27,300 HIGHEST & BEST USE
EXEMPTION	\$	0
NET VALUE	\$	27,300
TOTAL NET VALUE	\$	27,300

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 2/20/2018

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2017	2	200.00				200.00	PAID
2017	1	200.00				200.00	PAID
2016	2	207.15				207.15	PAID
2016	1	207.16				207.16	PAID

The real property tax information provided is based on information furnished by the respective counties, is deemed reliable but not guaranteed, and no warranties are given express or implied. Billing and tax collection details may have changed. Please refer to the appropriate county real property tax offices for any further information or updates for the subject property.



LEGEND

DITCHES



IMPORTANT AG LANDS



MAP SHOWING
EXHIBIT "B"
AGRICULTURAL PARK
COUNTY / A&B

DATE: 1-3-2018

*NOT TO SCALE



January 8, 2018

Mr. Mark Walker
Director of Finance
County of Maui
200 South High Street
Wailuku, Hawaii 96793

**RE: Appraisal to Determine the Market Value of a Vacant Land Parcel
Identified as Area #1, Tax Map Key (2) 2-5-001:002
Kula, Maui, Hawaii**

Dear Mr. Walker:

In accordance with your request, I have prepared the accompanying appraisal report which determines the fee simple market value of the following property.

*Vacant land parcel identified as Area #1, Tax Map Key (2) 2-5-001:002,
containing 262.288 acres, Omaopio and Pulehu Roads, Kula, Maui, Hawaii*

The final value estimates are based on the on-site inspection of the subject property; determination of highest and best use; review of comparable land transactions in the market, and a review of current economic and financial conditions.

Based upon our research and study, the estimated market value of the subject parcel, as of January 5, 2018, subject to the "Certification" and "Assumptions and Limiting Conditions", was:

**FIVE MILLION NINE HUNDRED TWENTY NINE THOUSAND DOLLARS
(\$5,929,000)**

The following appraisal report summarizes my analysis of data along with other pertinent materials on which the estimate of values are predicated. Thank you for the opportunity to work on this interesting assignment.

Respectfully submitted,

ACM Consultants, Inc.

Ted Yamamura, SRA, R/W-AC
Certified General Appraiser
State of Hawaii, CGA-160
Expires: December 31, 2019

SUMMARY OF SALIENT FACTS AND CONCLUSIONS

<i>Property Identification</i>	Tax Map Key (2) 2-5-001:002
<i>Location</i>	Omaopio and Pulehu Roads Kula, Island of Maui, Hawaii
<i>Registered Fee Owner</i>	A & B Hawaii, Inc. P O Box 156 Kahului, HI 96732
<i>Census Tract No.</i>	0303.01
<i>Effective Date of Appraisal</i>	January 5, 2018
<i>Date of Report</i>	January 8, 2018
<i>Land Area of Subject Parcel</i>	262.288 acres
<i>State Land Use</i>	Agricultural District
<i>County Zoning</i>	Agriculture
<i>Flood Status</i>	Zone X
<i>Affected Improvements</i>	None
<i>Highest and Best Use</i>	Those uses permitted within the SLU Agricultural District and County Agricultural zoning ordinance.
<i>Approach to Value</i>	Sales Comparison Approach
ESTIMATED FAIR MARKET VALUE OF THE SUBJECT	\$5,929,000

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CERTIFICATION

The undersigned does hereby certify that to the best of my knowledge and belief:

(1) The statements of fact contained in this report are true and correct.

(2) The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are my personal, impartial, and unbiased professional analyses, opinions and conclusions.

(3) I have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved.

(4) I have performed no services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding acceptance of this assignment.

(5) I have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.

(6) My engagement in this assignment was not contingent upon developing or reporting predetermined results.

(7) My compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.

(8) My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the *Uniform Standards of Professional Appraisal Practice*.

(9) I have made a personal observation of the property that is the subject of this report.

(10) Ashley Haleakala, CRA-0001118, researched factual data and conducted market analysis. As of the date of this report, Ashley Haleakala has completed the Standards and Ethics Education Requirement for Practicing Affiliates of the Appraisal Institute. No one else provided significant professional assistance to the person signing this report.

(11) The reported analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics & Standards of Professional Appraisal Practice of the Appraisal Institute.

(12) The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.

(13) As of the date of this report, Ted Yamamura has completed the continuing education program for Designated Members of the Appraisal Institute.

ACM Consultants, Inc.



Ted Yamamura, SRA. R/W-AC
Certified General Appraiser
State of Hawaii, CGA-160
Expires: December 31, 2019

PART I – INTRODUCTION

APPRAISAL DEVELOPMENT AND REPORTING PROCESS

This is an *Appraisal Report* which is intended to comply with the reporting requirements set forth under Standards Rule 2-2(a) of the Uniform Standards of Professional Appraisal Practice. This appraisal report is subject to the following scope of work, intended use, intended user, definition of market value, and statement of assumptions and limiting conditions, extraordinary assumptions and hypothetical conditions, and certifications contained in the appraisal.

SCOPE OF WORK

The scope of work for this appraisal is defined by the complexity of this appraisal assignment and the reporting requirements of this appraisal report, including the following definition of market value, extraordinary assumptions and hypothetical conditions, statement of assumptions and limiting conditions, and certifications as contained in the report. The appraiser has at a minimum performed a visual inspection of the observable areas of the subject property, considered the neighborhood and its characteristics, viewed each of the comparables sales, and researched, verified and analyzed data from public and/or private sources that were deemed to be reliable. An analysis of Highest and Best Use was conducted as though the site was vacant and available for development and this conclusion was the basis upon which our valuation was derived. Finally, the analysis, opinions and conclusions were reported in this appraisal report.

PURPOSE AND INTENDED USE OF THE APPRAISAL

The purpose of this appraisal, as of January 5, 2018, is to estimate the fee simple market value of the following:

*Vacant land parcel identified as Area #1, Tax Map Key (2) 2-5-001:002,
containing 262.288 acres, Omaopio and Pulehu Roads, Kula, Maui, Hawaii*

The intended use of this report is to provide real property information, real estate market data, and an informed value conclusion upon which internal decision-making regarding potential purchase of the subject parcel may be based.

Definition of Fee Simple¹

“Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat”.

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, 2015

Definition of Market Value²

"The most probable price, as of a specified date, in cash, or in terms equivalent to cash, or in other precisely revealed terms, for which the specified property rights should sell after reasonable exposure in a competitive market under all conditions requisite to a fair sale, with the buyer and seller each acting prudently, knowledgeably, and for self-interest, and assuming that neither is under undue duress."

INTENDED USER

The County of Maui (Client) and their assigns are the only authorized users of this report. Any other use by any other person or entity for any other purpose, without exception, is explicitly unauthorized.

PROPERTY INSPECTION/DATE OF REPORT/EFFECTIVE DATE

The subject property was physically inspected by Ted Yamamura on January 5, 2018. The date of this appraisal report is January 8, 2018, and the effective date of valuation is January 5, 2018.

ASSIGNMENT CONDITIONS

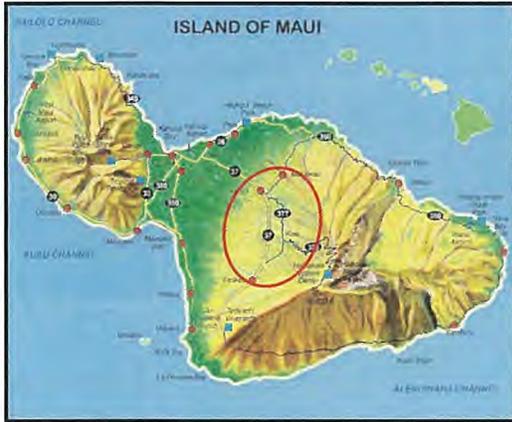
(1) At the time of inspection of the subject parcel, the property pins and boundary markers were not visible to the Appraiser. As such, the approximate boundaries viewed by the Appraiser are assumed to be correct. It is also assumed that there are no encroachments between the subject and its adjacent properties.

(2) Values estimated in this report are based on the assumption that the properties are not negatively affected by the existence of hazardous substances or detrimental environmental conditions. Since the Appraiser is not an expert in the detection of such substances and conditions, it is possible that tests and inspections made by a qualified environmental expert would reveal the existence of hazardous materials and detrimental environmental conditions on or around the property that would negatively affect its value.

² Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th Edition, 2015

PART II – FACTUAL DATA

NEIGHBORHOOD DESCRIPTION



The subject's neighborhood is located on the northwest slopes of the dormant volcano Mount Haleakala. As designated by the County of Maui, Kula is part of the Makawao-Pukalani-Kula Community Plan region. The Makawao-Pukalani-Kula Community Plan region is often referred to as "Up country", reflecting its location and elevation on Haleakala and social quality of its neighborhoods. Kula is distinct for its rural ambiance and open space.

With a rich historical background, Kula has become famous for panoramic views, botanical gardens, and agriculture farms. This region is predominately known for the quality of vegetables and flowers grown in the area due to its fertile soil and moderate climate. Distinct characteristics of Kula include its renowned cultivation of the sweet "Maui onions", cabbage, and cut flowers.

Kula is a mixture of rural and agricultural settings with settlements concentrated in the Waiakoa area, which is located alongside the old Lower Kula Highway. Generally, the topography of Kula gently rises upward from 2,000 feet to 4,000 feet above sea level. Because of the gradually sloping terrain, this area drains fairly well, is not typically prone to flooding, and possesses ideal panoramic views. The sloping terrain allows for panoramic views of the down slope towards Kahului Town, the central Maui isthmus, north and south facing Maui shorelines, and the adjacent West Maui Mountains. Although the area does not experience dramatic climatic variation, Kula is typically cooler than Makawao and Pukalani due to its higher elevation.

The Kula neighborhood contains a mixture of large agricultural zoned and cultivated parcels, half-acre (rural zoned) parcels, and numerous small single-family residential subdivisions. Improvements on the properties may vary from older 60+ year old farm dwellings to newly constructed custom quality and architecturally designed executive estates. Land areas vary from smaller 1,000 square foot parcels to large 1,000-acre tracts.

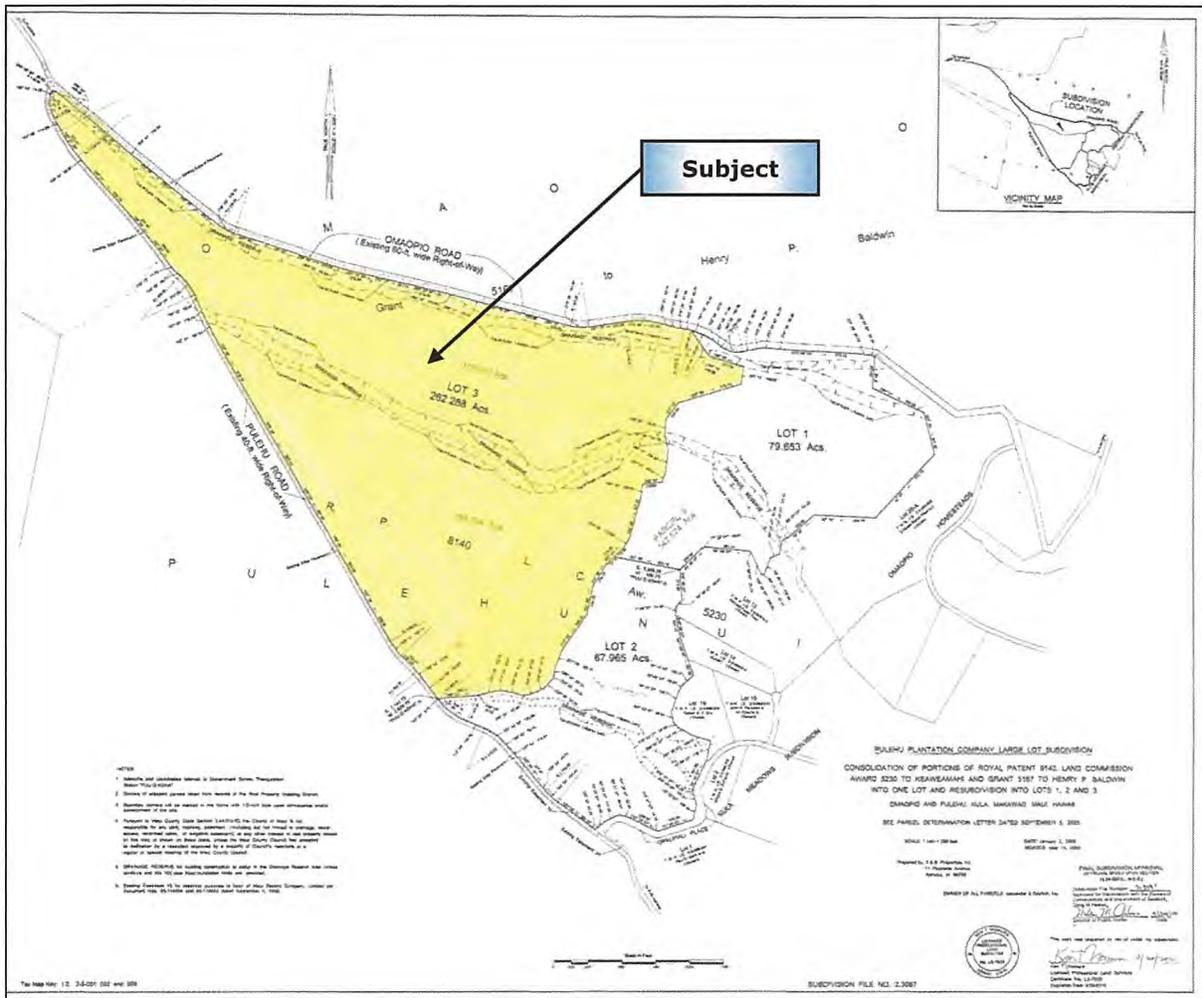
Kula has gradually become an area for luxury estates. This has sometimes conflicted with agricultural pursuits with a loss of agricultural lands and the inherent incompatibilities with farming operations and housing. Property values for the Kula range from the moderately priced to the extremely high end of the total real estate market of Maui.

PROPERTY AND SITE DATA – SUBJECT PARCEL

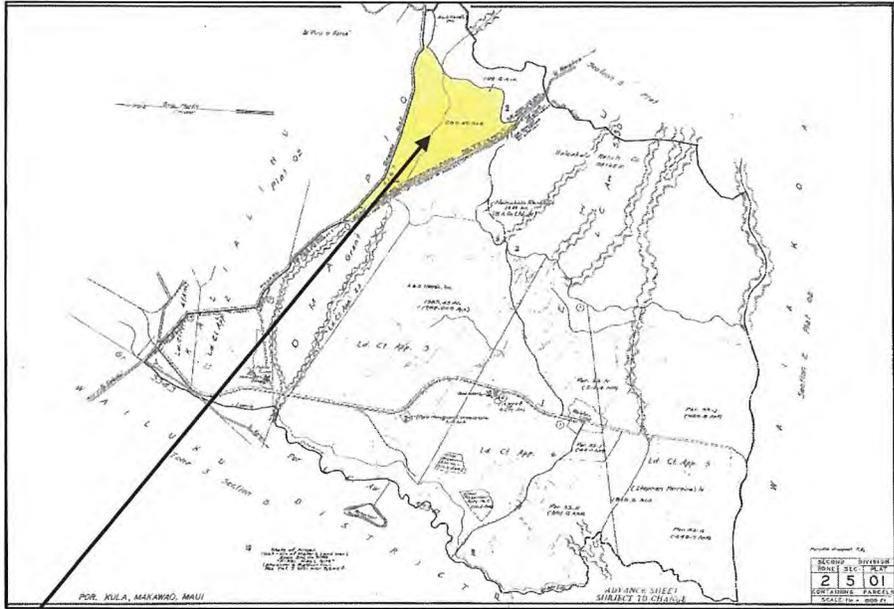
The subject parcel is identified and described below:

<i>Tax Map Key</i>	(2) 2-5-001:002
<i>Identification</i>	All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 5167 to Henry P. Baldwin, and portion(s) of the land described in and covered by Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahi) situate, lying and being at Omaopio and Pulehunui, District of Kula, Island and County of Maui, State of Hawaii, being LOT 3 of the "PULEHU PLANTATION COMPANY LARGE LOT SUBDIVISION", as shown on subdivision map prepared by Ken T. Nomuira, Land Surveyor, with A & B Properties, Inc., dated January 2, 2009, revised on May 14, 2009, approved on August 24, 2010 as Subdivision File No. 2.3087 bearing Tax Key designation (2) 2-5-001-002 , and containing an area of 262.288 acres, more or less.
<i>Location</i>	Omaopio and Pulehu Roads Kula, Island of Maui, Hawaii
<i>Census Tract</i>	0303.01
<i>Real Estate Assessment and Taxes (2017)</i>	Land: \$3,488,400 Impr: \$0.00 Taxes: \$400.00
<i>Owner of Record</i>	A & B Hawaii, Inc. P O Box 156 Kahului, Hawaii 96732
<i>5 Year Transaction History</i>	No prior conveyances within the past 5 years.
<i>State Land Use/County Zoning/Community Plan Designation</i>	The State Land Use designation is Agriculture. The present zoning of the subject parcel is Agriculture District and the present designation in the Makawao-Pukalani-Kula Community Plan is Agriculture. The purpose of the Community Plan is to provide a relatively detailed scheme for implementing the objectives and policies of the Maui County General Plan relative to the region. Contained in this plan is the desired sequence, patterns and characteristics of future developments for the region as well as statements of standards and principals with respect to development and statements indicating the sequence in which future development is to occur.
<i>Size, Shape and Other Physical Characteristics</i>	262.288 acres. Irregular in shape. Mixture of level areas and moderately sloping areas. Soil is mixed dirt and rock.
<i>Access</i>	Omaopio Road and Pulehu Roads are paved public roadways providing alternate routes from central Maui to the upcountry areas.
<i>Utilities</i>	Public electricity and private water service are available to the subject parcel.

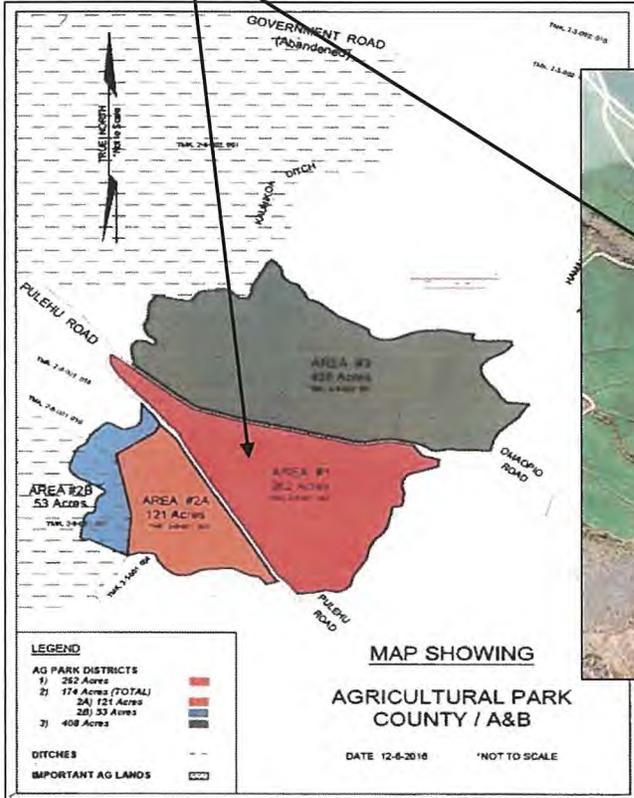
<p><i>Easements and Restrictions</i></p>	<p>Utility easements encumber minor portions of the property. Approximately 13.288 acres is located within a drainage reserve. There were no other readily apparent or known adverse conditions or encroachments affecting the subject parcel.</p> <p>No legal description, archeological, historical, engineering, soils, topographic, drainage, or wetland studies were provided to the Appraiser which may have an impact on the final value estimate. It is therefore assumed that there are no detrimental conditions concerning these factors which may influence the final value estimate.</p>
<p><i>Flood Status</i></p>	<p>The parcel is located within Map Number 150003 0585E, map dated September 25, 2009, and is located in Zone X. Zone X indicates areas determined to be outside the 0.2% annual chance floodplain.</p>



TAX MAP LOCATION and AREA #1 LOCATION MAPS; AERIAL VIEW



Subject



Aerial View - Google Maps

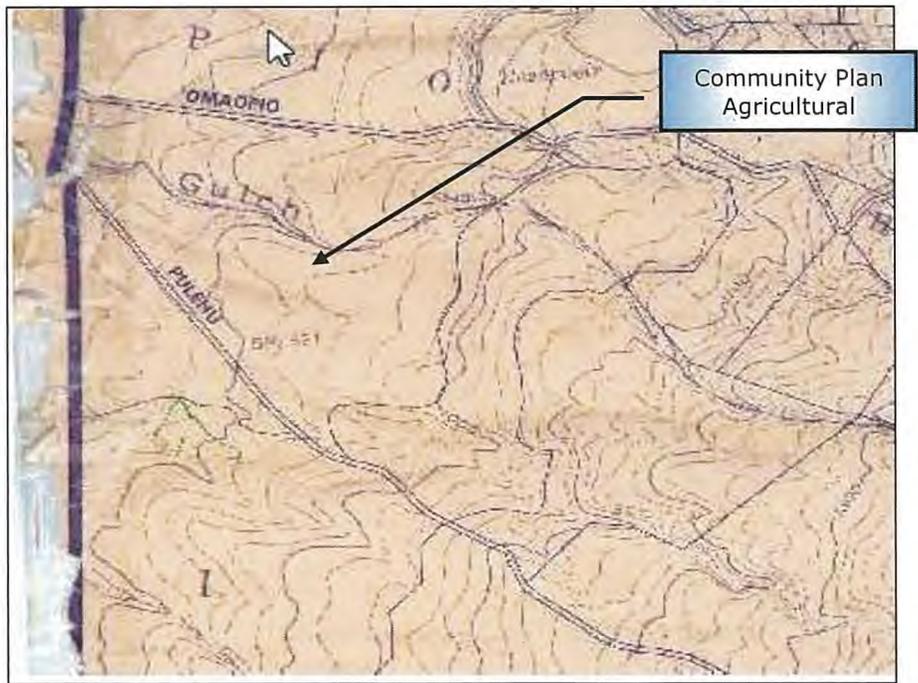
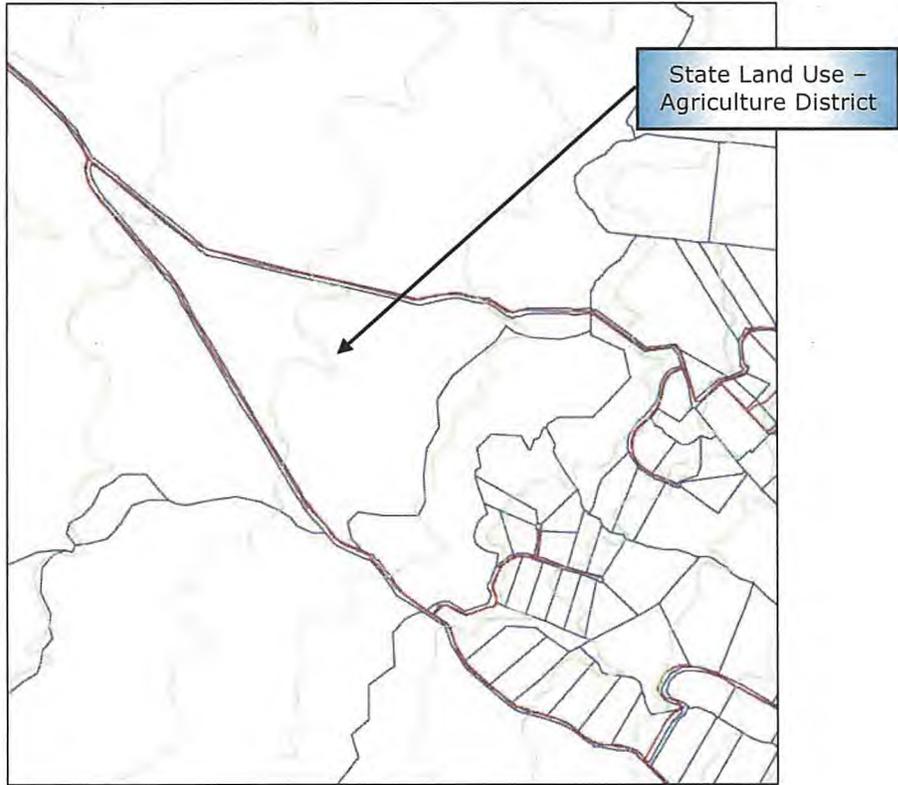
OVERALL PHOTOGRAPHS OF THE SUBJECT PARCEL



Pulehu Road

Omaopio Road

STATE LAND USE and COMMUNITY PLAN MAPS



PART III – DATA ANALYSIS AND CONCLUSIONS

HIGHEST AND BEST USE

The reasonably probable use of property that results in the highest value. The four criteria the highest and best use must meet are legal permissibility, physical possibility, financing feasibility, and maximum productivity.³

Since the appraisal of the subject property is based on a particular premise of use, the highest and best use analysis determines just what this premise of use should be. The primary consideration in the analysis of the highest and best use of the subject property is the site as if vacant and available for development

The subject parcel is located in a rural/agriculture neighborhood and the immediate surrounding parcels are similarly zoned and utilized predominantly for agriculture. There are no anticipated changes in land use and based primarily upon its underlying zoning, community plan designation, location along Omaopio and Pulehu Roads, and the predominant agriculture use in the area, the highest and best use of the subject parcel would be those uses permitted under the Agriculture zoning ordinance.

THE APPRAISAL PROCESS – VALUATION OF VACANT LAND

The generally accepted methods of land valuation include the following:

Sales Comparison Approach

The Sales Comparison Approach involves comparison of similar vacant properties which have recently sold.

Allocation

The Allocation method of estimating land value is based on the development of a typical ratio of site value to total property value through an analysis of sales of improved properties.

Extraction

The extraction method of estimating land value involves the deduction of depreciated improvement costs from the sale prices of improved properties which have recently sold. The contribution of the improvements to the improved property is deducted from the total sale price of value to arrive at an estimated sale price of value of the land.

Capitalization of Ground Rent

Capitalization of Ground Rent is a procedure typically used to estimate the value of a leased fee estate. In estimating land value, the annual ground rent is capitalized at the land capitalization rate resulting in an indication of land value.

³ *The Dictionary of Real Estate Appraisal*, 6th Edition, Appraisal Institute, 2015

Land Residual Technique

The Land Residual Technique involves the application of a land capitalization rate to the estimated residual income attributable to land, for improved income producing properties.

Development Procedure

The Development Procedure involves the estimation of individual lot values, as if the land were subdivided, and subtracting total development costs from the aggregate values of the individual lots.

Conclusion

The most commonly accepted approach for land valuation is the direct comparison of the subject land with sales of other land parcels in the market. When the availability of data permit its use, this analytical method produces an indication of what the purchaser-investor would most probably have to pay for the same rights in existing substitute properties on the same market, as of the effective date of the appraisal. Consequently, the Sales Comparison Approach was concluded to be the most desirable methodology in the valuation of the subject parcel.

Application of the Sales Comparison Approach

Proper application of the Sales Comparison Approach requires knowledge of the standards of the local market plus a detailed property inspection and personal observation. The ability to interpret land characteristics are necessary together with knowledge and experience of typical buyer preferences and price reactions in the local market. Finally, the application of sound judgment is required to produce reasonable results.

The Sales Comparison Approach involves the comparison of comparable properties that have recently sold with the subject property. The subject property is the "standard" upon which all comparisons and adjustments are made. Because no two properties are ever truly identical, the prices of the market indicators must be reduced to various units of comparison to reflect the value of the subject property. Typically, the variations in sales prices reflect differences in size, location, zoning, time and terms of sale, and the physical characteristics of the land.

The value indication is developed using a unit of comparison in which the type of site being appraised is typically bought and sold on the market. In this assignment, the price per acre was considered the most appropriate unit of comparison due to the varying sizes of the comparable land sales as compared to the subject.

Primary criteria utilized in the market research and selection of vacant land comparables included consideration of the following factors:

- Relatively recent transaction date, location with the same or competing neighborhood, and similar community characteristics
- Similarity in size area and/or zoning and permitted land use/density, topographic features, public utilities, access, and view amenities

Discussion and Comments on Market Data

Typical of agriculture neighborhoods are the wide differences in property types in terms of size, location, climate, terrain and soil types, and due to this wide spectrum of property types, it is difficult to select and analyze truly similar property sales. When evaluating agricultural properties, it is customary practice to utilize available property sales regardless of the dissimilarities with the subject in order to estimate value since there are a limited number of acreage property transactions that share similar characteristics as the subject.

Research commenced with a search of reasonably recent and competitive acreage land sales in the subject's immediate neighborhood, and expanded to include the rural neighborhoods in the greater east and upcountry Maui areas. Based upon this research and the above criteria, the vacant land comparables selected and utilized in the Site Valuation Worksheet represent the most reasonably recent and competitive transactions of acreage, agriculture zoned parcels available for market comparison. The land comparables and adjustments to reflect variations in the properties are contained in **Table 1**.

Comparable Land Transactions

- Land Sale 1. Tax Map Key 2-3-1-72/166. Agriculture zoned acreage property located on Haleakala Highway in Kula. It contains 310.73 acres of gross land area and net useable area is 290.73 acres. The property is level to gentle sloping and has all public utilities available to the site. This property transacted in November 2017 for \$7,500,000 or \$25,797 per acre.
- Land Sale 2. Tax Map Key 2-5-5-18. Agriculture zoned acreage property located on Baldwin Avenue in Pala. It contains 339.197 of fully useable land area. The property is level to gentle sloping and has electricity available as well as a brackish water well. A small portion (11%) of this parcel is located within the Small Town growth boundary. This property transacted in December 2016 for \$9,999,000 or \$29,479 per acre.
- Land Sale 3. Tax Map Key 2-5-3-30. Agriculture zoned acreage property located on Baldwin Avenue in Makawao. It contains 133.725 acres of gross land area and net useable area is 105.725 acres. The property is level to irregular sloping and has electricity available but not water to the site. This property transacted in January 2015 for \$2,500,000 or \$23,646 per acre.

Description of Adjustments

Location: The subject and all comparable land sales are located within competitive rural neighborhoods and no adjustments were warranted.

Access/Utilities: The availability of utilities, specifically electricity and water determines the potential of land development. The subject and all of the comparable land sales have similar roadway access and therefore no adjustments were applied.

The subject and comparable land sales 1 and 2 have access to both electricity and water; however, there is no water available to comparable land sale 3. In order to adjust for the lack of water supply, a matched-pairs analysis was conducted to determine the difference in value between vacant acreage parcels with and without water. Based upon this analysis, it was concluded that acreage parcels with water were approximately 30% superior in value than parcels without water. Therefore, a positive 30% adjustment was applied to comparable land sale 3.

Zoning: Zoning determines land uses and density. The subject all comparable land sales are competitively zoned and no adjustments were considered.

County Growth Boundary: Approximately 11% of comparable land sale 2 was located within the Small Town growth boundary which was a value-added characteristic of this property and transaction. A negative 11% adjustment was applied to reflect the growth boundary location.

Other Physical Characteristics: The subject property is encumbered by drainage reserves that affects a certain amount of useable land area. Based on information provided to the appraiser, the subject has approximately 219.288 acres of net usable area. Comparable land sales 1 and 3 also have gulch encumbrances limiting useable land area. In order to consistently evaluate the comparable land sales, net useable land areas were utilized in the sales comparison analysis.

Size: The land sales ranged in parcel sizes and typically the larger the parcel the lower the price per acre and the smaller the parcel the higher the price per acre. Therefore size can affect the purchase price. In order to address the disparity in size between the comparables and the subject, a size adjustment was applied to each land sale.

Comparable Weighting

A weighting process is utilized to acknowledge the most applicable (reliable) of the comparables. Heaviest weight was placed on comparable land sale 1 in determining the subject's unit value due to its most recent transaction date and similarities with the subject, and secondary weight was placed on comparable land sales 2 and 3.

Exposure Time

The estimated length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at market value on the effective of the appraisal would have been 12 to 18 months.

TABLE 1

SITE VALUATION WORKSHEET				
LAND TRANSACTION ANALYSIS AND ADJUSTMENT SCHEDULE				
	Subject	COMPARABLE LAND SALES		
		Land Sale 1	Land Sale 2	Land Sale 3
Tax Map Key (Division 2)	2-5-1-2	2-3-1-72/166	2-5-5-18	2-5-3-30
Street Address	Pulehu Road	Haleakala Highway	120 Baldwin Avenue	Baldwin Avenue
Community Location	Kula	Kula	Paia	Makawao
County Zoning District	Agriculture	Agriculture	Agriculture	Agriculture
County Growth Boundary	No	No	Yes - Small Town	No
Community Plan Designation	Agriculture	Agriculture	Agriculture	Agriculture
State Land Use District	Agriculture	Agriculture	Agriculture	Agriculture
Land Tenure	Fee Simple	Fee Simple	Fee Simple	Fee Simple
Parcel Configuration	Irregular	Irregular	Irregular	Irregular
Topography/Terrain	Level to mixed slope	Level/Irregular slope	Level to gentle slope	Level/Irregular slope
Roadway Accessibility	Adequate	Adequate	Adequate	Adequate
Public Utilities	Elec/Private Wtr available	Elec/Wtr available	Elec/Brackish Wtr Well	Elec avail/No Water
FEMA Flood Status	Zone X	Zone X	Zone X	Zone X
Site Encumbrances	Utility easements	Utility easements	Utility easements	Utility easement
Land Area in Acres	262.288	310.730	339.187	133.725
Parcel Limitations	43 acres drainage reserves	20 acres in gulch	None - fully useable	28 acres in gulch
Net Useable Area in Acres	219.288	290.730	339.187	105.725
Recordation Date		11/15/17	12/20/16	1/9/15
Instrument		Deed	Deed	Deed
Document Number		62580066	61980655	54870296
Grantor		Haleakala Ranch	Alexander & Baldwin, LLC	Alexander & Baldwin, LLC
Grantee		David Chavaliar	EC Paia, LLC	Lot 3 LLC
Transaction Price		\$7,500,000	\$9,999,000	\$2,500,000
Financing/Conditions of Sale Adjustment		\$0	\$0	\$0
Adjusted Transaction Price		\$7,500,000	\$9,999,000	\$2,500,000
Indicated Transaction Price per Acre - Useable Area		\$25,797	\$29,479	\$23,646
Market Conditions Adjustment (Time)		1.00	1.00	1.00
Market Conditions Adjusted Unit Price		\$25,797	\$29,479	\$23,646
ADJUSTMENTS				
Location		0%	0%	0%
Utilities/Access		0%	0%	30%
Zoning/Community Plan		0%	0%	0%
County Growth Boundary		0%	-11%	0%
Site Encumbrances		0%	0%	0%
Other Physical Characteristics		0%	0%	0%
Net Adjustments		0%	-11%	30.0%
Adjusted Unit Price		\$25,797	\$26,236	\$30,740
Size Adjustment		1.04	1.07	0.90
Final Size Adjusted Unit Price per Acre		\$26,829	\$28,073	\$27,666
WEIGHTING FACTOR		80.00%	10.00%	10.00%
Product		\$21,463	\$2,807	\$2,767
Range of final Adjusted Value:	\$25,797 -	\$30,740	per acre	
Median Unit Value:		\$26,236	per acre	
Mean Unit Value:		\$27,591	per acre	
Weighted Unit Value:		\$27,037	per acre	
Estimated Value of the Land, Fee Simple:		\$27,037	per Acre	
Indicated Site Value:	219.288 Ac x	\$27,037 =	\$5,928,890	
		Rounded to	\$5,929,000	

Source: ACM Consultants, Inc.



CONCLUSION OF SUBJECT PARCEL VALUE

After application of the appraisal process, research, analysis and selection of comparable sales, and adjusting for the variations in the properties, and application of a weighted average, it was concluded that the subject parcel was fairly represented by \$27,037 per acre, or for 219.288 net useable acres, rounded

**FIVE MILLION NINE HUNDRED TWENTY NINE THOUSAND DOLLARS
(\$5,929,000)**

PART IV – EXHIBITS AND ADDENDA

ASSUMPTIONS AND LIMITING CONDITIONS

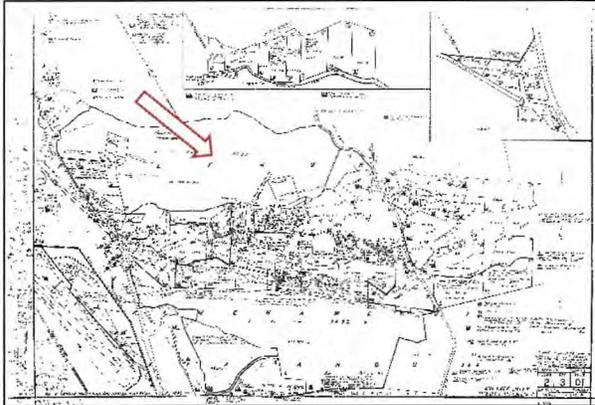
The research, analysis, and value conclusions contained in this appraisal are guided and influenced by the following assumptions and conditions, and constitute the framework of our study.

- No responsibility is assumed for matters legal in character or nature. No opinion is rendered as to title, which is assumed to be good and marketable. All existing liens, encumbrances, and assessments have been disregarded, unless otherwise noted, and the property is appraised as though free and clear, having responsible ownership and competent management.
- Legal descriptions referenced in the report were obtained from public documents from the State of Hawaii, Bureau of Conveyances, or were furnished by the client or other third-party, and were assumed to be correct.
- It is assumed that all applicable zoning and use regulations and restrictions have been complied with, unless a nonconformity has been stated, defined, and considered in this appraisal report.
- It is assumed that all required licenses, certificates of occupancy or other legislative or administrative authority from any local, state, or national governmental or private entity or organization have been or can be obtained or renewed for any use on which the value estimates contained in this report are based.
- It is assumed that the utilization of the land and improvements is within the boundaries or property lines of the property described and that there is no encroachment or trespass unless otherwise stated in this report. Responsible ownership and competent property management are assumed unless otherwise stated in this report.
- The Appraiser has viewed, as far as possible, the land and the improvements; however, it was not possible to personally observe conditions beneath the soil or hidden structurally or by other components. The appraisal assumes that there are no hidden, unapparent, or apparent conditions of the property site, subsoil, or structures or toxic material which would render it more or less valuable. The appraiser will not be responsible for any such conditions that do exist or for any engineering or testing that might be required to discover whether such conditions exist.
- The appraiser is not qualified to detect hazardous waste and/or toxic materials. Any comment by the appraiser that might suggest the possibility of the presence of such substances should not be taken as confirmation of the presence of hazardous waste and/or toxic materials. Such determination would require investigation by a qualified expert in the field of environmental assessment. The presence of substances such as asbestos, urea-formaldehyde foam insulation, or other potentially hazardous materials may affect the value of the property. The appraiser's value estimate is predicated on the assumption that there is no such material on or in the property that would cause a loss in value unless otherwise stated in this report. No responsibility is assumed for any environmental conditions, or for any expertise or engineering knowledge required to discover them. The appraiser's descriptions and resulting comments are the result of the routine observations made during the appraisal process.
- All engineering is assumed to be correct. Any plot plans and illustrative material in this report are included only to assist the reader in visualizing the property. Any sketch in this report may show approximate dimensions and is included to assist the reader in visualizing the property. Maps and exhibits found in this report are provided for reader reference purposes only. No guarantee as to accuracy is expressed or implied unless otherwise stated in this report. No survey has been made for the purpose of this report.
- Information provided by the client, property owner, owners' representative, or persons designated by the client or owner to supply said information are accurate and correct unless otherwise specially noted in the appraisal report. Additionally, information from third parties including government agencies, financial institutions, realtors, buyers, sellers, and others and contained in this report were obtained from sources considered reliable and believed to be true and correct. However, no warranty is assumed for possible misinformation.

- If analysis contained in this appraisal involve partial interests in real estate, the value of the fractional interest plus the value of all other fractional interests may or may not equal the value of the entire fee simple estate considered as a whole.
- Unless otherwise stated in this report, the subject property is appraised without a specific compliance survey having been conducted to determine if the property is or is not in conformance with the requirements of the Americans with Disabilities Act. The presence of architectural and communications barriers that are structural in nature that would restrict access by disabled individuals may adversely affect the property's value, marketability, or utility.
- Possession of this report, or a copy thereof, does not carry with it the right of publication. It may not be used for any purpose by any person other than the party to whom it is addressed without the written consent of the appraiser, and in any event, only with proper written qualification and only in its entirety.
- The Appraiser(s) or those assisting in preparation of the report will not be asked or required to give testimony in court or hearing because of having made the appraisal, in full or in part, nor engage in post appraisal consultation with client or third parties except under separate and special arrangement and at additional fee. If testimony or deposition is required because of subpoena, the client shall be responsible for any additional time, fees, and charges regardless of issuing party.
- Neither all nor any part of the contents of this report (especially any conclusions as to value, the identity of the appraiser, or the firm with which the appraiser is connected) shall be disseminated to the public through advertising, public relations, news sales, or other media without prior written consent and approval of the appraiser.
- The appraiser will not disclose the contents of this appraisal report except as provided for in the Uniform Standards of Professional Appraisal Practice, and/or applicable federal, state or local laws.
- Acceptance of, and/or use of this appraisal report by client or any third party constitutes acceptance of the ACM Consultants, Inc., Certification and Limiting and Contingent Conditions. Appraiser liability extends only to stated client, not subsequent parties or users of any type, and the total liability of Appraiser(s) and firm is limited to the amount of fee received by Appraiser.

COMPARABLE LAND SALES DESCRIPTIONS

LAND TRANSACTION 1



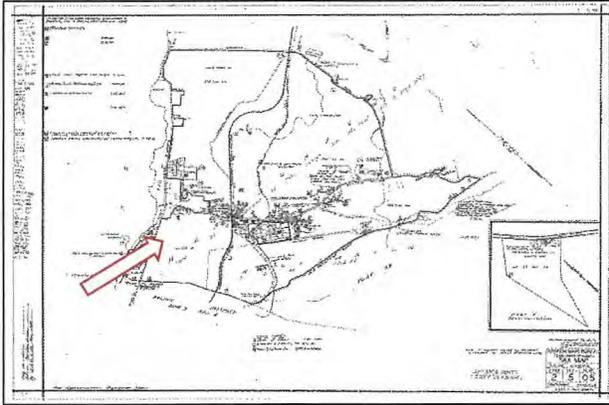
Property and Land Data

Street Address	Haleakala Highway, Kula, Maui, Hawaii
Tax Map Key	(2) 2-3-1-72/166
Land Area	310.730 Acres Gross; 290.73 Acres Net
County Zoning	AG Agricultural District
Community Plan	Agriculture
County Growth Boundary	No
State Land Use	Agricultural District
Special Management Area	No
Assessed Land Value (2017)	\$4,164,300
Flood Zone	Zone X
Shape/Topography	Irregular/Level to gentle slope
Access/Utilities	Paved public access/Electricity and water available
View Amenity	Ocean/Mountain views
Encumbrances	Utility Easements
Improvements	None

Transaction Data

Transaction Price	\$7,500,000
Recordation Date	11/15/2017
Recordation Number	Doc 65280066
Instrument	Deed
Property Rights	Fee Simple
Grantor	Haleakala Ranch Company
Grantee	David Chevalier
5 Year Transaction History	No prior sales within 5 years
Comments	Vacant agriculture zoned parcel located in Kula
Source	Multiple Listing Service, Hawaii Information Service, County of Maui Real Property Tax Office, Seller

LAND TRANSACTION 2



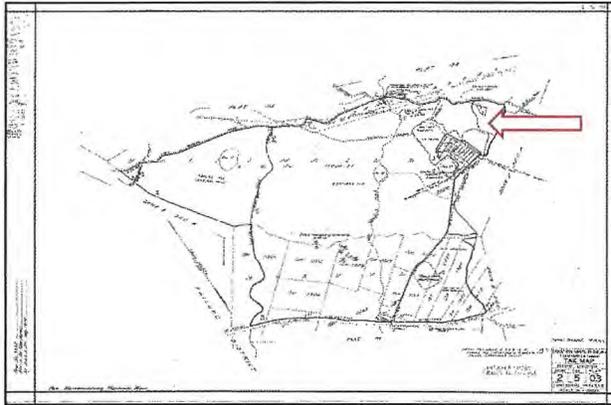
Property and Land Data

Street Address	120 Baldwin Avenue
Tax Map Key	(2) 2-5-5-18
Land Area	339.187 Acres Gross
County Zoning	AG Agricultural District
Community Plan	Agriculture
County Growth Boundary	Yes - Small Town (Portion)
State Land Use	Agricultural District
Special Management Area	Yes - Portion
Assessed Land Value (2017)	\$26,500
Flood Zone	Zone X, AE, AEF, A
Shape/Topography	Irregular/Level to gentle slope
Access/Utilities	Paved public access/Electricity available/No water/Brackish Well
View Amenity	Partial Ocean/Mountain views
Encumbrances	Utility Easements
Improvements	None

Transaction Data

Transaction Price	\$9,999,000
Recordation Date	12/20/2016
Recordation Number	Doc 61980655
Instrument	Deed
Property Rights	Fee Simple
Grantor	Alexander & Baldwin, LLC
Grantee	EC Paia LLC
5 Year Transaction History	1/18/2012, Transfer Deed (Portion), Alexander & Baldwin, Inc. and Paia 2020, LLC to County of Maui, \$0, Doc 44000738
Comments	Vacant agriculture zoned parcel located in Paia
Source	Hawaii Information Service, County of Maui Real Property Tax Office, Seller

LAND TRANSACTION 3



Property and Land Data

Street Address	Baldwin Avenue
Tax Map Key	(2) 2-5-3-30
Land Area	133.725 Acres Gross; 105.725 Acres Net
County Zoning	AG Agricultural District
Community Plan	Agriculture
County Growth Boundary	No
State Land Use	Agricultural District
Special Management Area	No
Assessed Land Value (2017)	\$25,400
Flood Zone	Zone X
Shape/Topography	Irregular/Level to irregular slope
Access/Utilities	Paved public access/Electricity available/No water
View Amenity	Ocean/Mountain views
Encumbrances	Gulch, Utility Easement
Improvements	None

Transaction Data

Transaction Price	\$2,500,000
Recordation Date	1/9/2015
Recordation Number	Doc 54870296
Instrument	Deed
Property Rights	Fee Simple
Grantor	Alexander & Baldwin, LLC
Grantee	Lot 3 LLC
5 Year Transaction History	No market transactions within the prior 5 years.
Comments	Vacant agriculture zoned parcel located in Makawao
Source	Multiple Listing Service, Hawaii Information Service, County of Maui Real Property Tax Office, Seller

ZONING ORDINANCE

Chapter 19.30A - AGRICULTURAL DISTRICT

Sections:

19.30A.010 - Purpose and intent.

- A. Purpose. The purpose of the agricultural district is to:
1. Implement chapter 205, Hawai'i Revised Statutes, and the goals and policies of the Maui County general plan and community plans;
 2. Promote agricultural development;
 3. Preserve and protect agricultural resources; and
 4. Support the agricultural character and components of the County's economy and lifestyle.
- B. Intent. It is the intent of this chapter to:
1. Reduce the land use conflicts arising from encroachment of nonagricultural uses into agricultural areas;
 2. Mitigate rising property values of farm lands to make agricultural use more economically feasible;
 3. Discourage developing or subdividing lands within the agricultural district for residential uses, thereby preserving agricultural lands and allowing proper planning of land use and infrastructure development;
 4. Discourage establishment of nonagricultural subdivisions;
 5. Ensure that the rezoning of land from the agricultural district shall be open for public debate and in the overall public interest, as evidenced by conformance with the Maui County general plan and community plan land use designations and policies, State land use law, this chapter and good planning practices; and
 6. Notify the public that lands within the agricultural district are used for agricultural purposes. Owners, residents, and other users of such property or neighboring properties may be subjected to inconvenience, discomfort, and the possibility of injury to property and health arising from normal and accepted agricultural practices and operations. Such normal and accepted agricultural practices and operations include but are not limited to noise, odors, dust, smoke, the operation of machinery of any kind, including aircraft, and the storage and disposal of manure. Owners, occupants, and users of such property or neighboring properties shall be prepared to accept such inconveniences, discomfort, and possibility of injury from normal agricultural operations.

(Ord. 2749 § 3 (part), 1998)

19.30A.015 - Definitions.

When used in this chapter, unless the context clearly indicates a different meaning, the following words and terms shall be defined as follows:

"Active agriculture operation" means a commercial or subsistence agricultural, silvicultural, or aquacultural facility or pursuit, including the care and production of livestock and livestock products, poultry and poultry products, apiary products, and plant and animal production for nonfood uses; the planting, cultivating, harvesting, and processing of crops; and the farming or ranching of any plant or animal species in a controlled salt, brackish, or freshwater environment.

"Agricultural food establishment" means a building or structure, owned and operated by a producer and permitted under title 11, chapter 50 of the administrative rules of the state department of health, that prepares and serves food at retail using agricultural products grown, raised, or caught in the County, and value-added products that were produced using agricultural products grown in Hawaii.

"Agricultural products stand" means a building, structure, or place that is partially enclosed by walls, at least twenty-five percent open to the outside when in operation, owned and operated by a single agricultural product producer for the display and sale of agricultural products grown, raised, or caught in the County, and value-added products produced using agricultural products grown, raised, or caught in Hawaii.

"Agricultural retail structure" means a fully-enclosed building or structure owned and operated by a single producer for the display and sale of agricultural products grown, raised, or caught in the County, value-added products that were produced using agricultural products grown, raised, or caught in Hawaii, logo items related to the producer's agricultural operations, and other food items.

"Commercial agricultural structure" means an agricultural products stand, farmer's market, agricultural retail structure, or agricultural food establishment.

"Farmer's market" means either:

The temporary use of land that is managed by a single producer who leases space or stalls for the outdoor sale of agricultural products grown, raised, or caught in the County or value-added products that were produced using agricultural products grown, raised, or caught in Hawaii; or

A building or structure managed by a single producer who leases space or stalls for the display and direct retail sale of agricultural products grown, raised, or caught in the County or value-added products that were produced using agricultural products grown in Hawaii.

"Logo item" means an item for direct retail sale by a producer that has the producer's business logo permanently affixed to it. Logo items include, but are not limited to, clothing, cups, glasses, stationery, and writing instruments.

"Other food item" means a food item that is neither an agricultural product grown, raised, or caught in the County nor a value-added product that was produced using agricultural products grown, raised, or caught in Hawaii.

"Producer" means an owner, lessee, or licensee of land located within the agricultural district, who is engaged in the growing or production for sale of any agricultural product or value-added products on such land.

"Total floor area" includes areas used for outdoor seating, dining, or retail activities. It does not include areas used for parking or agricultural product production.

"Value-added" refers to a raw agricultural product whose market value has been increased by special manufacturing, marketing, or processing."

(Ord. 4246, § 2, 2015)

19.30A.020 - District criteria.

Agricultural lands that meet at least two of the following criteria should be given the highest priority for retention in the agricultural district:

- A. Agricultural Lands of Importance to the State of Hawai'i (ALISH);
- B. Lands not classified by the ALISH system whose agricultural land suitability, based on soil, topographic, and climatic conditions, supports the production of agricultural commodities, including but not limited to coffee, taro, watercress, ginger, orchard and flower crops and nonirrigated pineapple. In addition, these lands shall include lands used for intensive animal husbandry, and lands in agricultural cultivation in five of the ten years immediately preceding the date of approval of this chapter; and
- C. Lands which have seventy-five percent or more of their boundaries contiguous to lands within the agricultural district.

(Ord. 2749 § 3 (part), 1998)

19.30A.030 - District standards.

Except as otherwise provided in this chapter, the following district standards shall apply for uses, facilities and structures in the agricultural district:

- A. Minimum lot area: two acres;
- B. Minimum lot width: two hundred feet;
- C. Minimum yard setbacks: front yards, twenty-five feet; side and rear yards, fifteen feet;
- D. Maximum developable area: ten percent of the total lot area. This restriction shall apply to farm dwellings, but shall not apply to any structure or portion thereof which is used to support agriculture, including but not limited to storage facilities, barns, silos, greenhouses, farm labor dwellings, and stables, and shall not apply to utility facilities as permitted by this chapter;
- E. Maximum height limit: Unless otherwise provided for in this chapter, the maximum height of any dwelling shall be thirty feet, except that vent pipes, fans, chimneys, antennae and solar collectors on roofs shall not exceed forty feet. Any nondwelling structure such as a barn or silo that is over thirty-five feet in height shall be set back one additional foot for each foot in structure height;
- F. Maximum wall height: Walls shall not exceed four feet within the yard setback area as measured from the finished or existing grade, whichever is lower, to the top of the wall as defined herein, except for one utility wall per lot; utility walls shall not exceed seven feet in height and seven feet in width, and shall not obstruct sight distance for roadways or driveways. This does not preclude constructing fences on the top of the wall for safety purposes. The director of public works may permit greater heights of walls as needed to retain earth, water, or both for health and safety purposes;

- G. The maximum number of lots that may be created from a lot, or portion thereof, that is in the agricultural district shall be based on the gross area of the subject lot, which for the purposes of this subsection shall be the tax map key parcel as certified by the real property tax division on March 1998, as follows:

Agricultural District				
Area of lot (in acres)	Maximum number of permitted lots:			
	2-acre minimum lot size	15-acre-minimum lot size	25-acre minimum lot size	40-acre minimum lot size
At least 2 but less than 31	7			
At least 31 but less than 61	7, plus one additional lot for each 10 acres above 31 acres			
At least 61 but less than 92	10, plus one additional lot for each 15 acres; plus ↑	1		
92+	12, plus one additional lot for each 40 acres above 92 acres (not to exceed 14 lots); plus ↑	2, plus one additional lot for each 60 acres above 92 acres; plus ↑	1, plus one additional lot for each 100 acres above 92 acres; plus ↑	one for each 160 acres above 92 acres

For the purposes of this subsection, any lot(s) or portions(s) thereof that is contained entirely within the subject lot, and that is owned by the same persons or related corporate entities as the subject lot, shall be considered a part of the subject lot and shall count towards the maximum number of permitted lots that may be created from the subject lot.

This subsection shall not apply to any lot which received preliminary subdivision approval prior to the effective date of the ordinance codified in this chapter and which receives final subdivision approval after the effective date of said ordinance. The subsequent lots resulting from such subdivision shall be subject to this subsection.

(Ord. No. 4049, § 2, 2013; Ord. 2749 § 3 (part), 1998)

19.30A.040 - Limitations on resubdivision.

- A. At the time of subdivision, the director of public works shall determine the maximum number of lots that can be created based upon the provisions and standards set forth in section 19.30A.030.
- B. The subdivider shall allocate the maximum number of lots that can be created between the original lot and any new lot created as a result of the subdivision.
- C. The allocation of lots shall be recorded with the bureau of conveyances.
- D. No lot, or portion thereof, which is in the agricultural district shall be further subdivided beyond the maximum number of lots permitted pursuant to this chapter and as recorded with the bureau of conveyances, except as provided by subsection 19.30A.040.C.
- E. The following subdivisions shall not reduce the gross "area of lot" or the "maximum number of permitted lots" as provided by subsection 19.030A.030.G:
 1. Any subdivision requested by a public agency or public utility company for a public purpose;
 2. Any consolidation and resubdivision in which no additional developable lots, as defined by section 18.04.123 of this code, are created, so long as this would not result in the potential to create any additional lots than could have been created prior to consolidation and resubdivision;
 3. Any subdivision for purposes of providing an easement exclusively for the protection of sites of cultural and historic significance; greenways; protection of sensitive environmental areas such as wetlands, streams, and endangered species habitat; and easements for public access to shoreline and mountain areas; or
 4. Any subdivision for purposes of providing a roadway easement, roadway lot, or restricted use lot.
- F. If the original lot has been subdivided into the maximum number of lots permitted pursuant to this chapter, additional lots may be created for family members as described in subsections 18.20.280.B.1 and 18.20.280.B.2 of this code, whether or not a deferral of improvements is intended, with the approval of the council; the application for such additional lots shall be processed in the same manner as applications for conditional permits, as provided by chapter 19.40 of this title.

G. No deed, lease, agreement of sale, mortgage, or other instrument of conveyance shall contain any covenant or clause which restricts, directly or indirectly, the operation of agricultural activities on lands within the agricultural district. This subsection shall not apply to any covenant or clause existing prior to the effective date of the ordinance codified in this chapter.

(Ord. No. 4464, § 8, 2017 ; Ord. 2749 § 3 (part), 1998)

19.30A.050 - Permitted uses.

The following uses and structures are permitted in the agricultural district provided they also comply with all other applicable laws:

A. Principal uses.

1. Agriculture.
2. Agricultural land conservation.
3. Agricultural parks, pursuant to chapter 171, Hawaii Revised Statutes.
4. Animal and livestock raising, including animal feed lots, and sales yards.
5. Private agricultural parks as defined herein.
6. Minor utility facilities as defined in section 19.04.040 of this title.
7. Retention, restoration, rehabilitation, or improvement of buildings, sites, or cultural landscapes of historical or archaeological significance.
8. Solar energy facilities, as defined in section 19.04.040 of this title, and subject to the restrictions of chapter 205, Hawaii Revised Statutes, that are less than fifteen acres, occupy no more than thirty-five percent of the lot, and are compatible with existing agricultural uses; except that land with soil classified by the land study bureau's detailed land classification as overall (master) productivity rating class D or E need not be compatible with existing agricultural uses.

B. Accessory uses. Uses that are incidental or subordinate to, or customarily used in conjunction with, a permitted principal use, as follows:

1. Two farm dwellings per lot, one of which shall not exceed one thousand square feet of developable area.
2. One farm labor dwelling per five acres of lot area. On the island of Maui, the owner or lessee of the lot shall meet two of the following three criteria:
 - a. Provide proof of at least \$35,000 of gross sales of agricultural product(s) per year, for the preceding two consecutive years, for each farm labor dwelling on the lot, as shown by State general excise tax forms and federal form 1040 Schedule F filings.
 - b. Provide certification by the department of water supply that agricultural water rates are being paid if the subject lot is served by the County water system.
 - c. Provide a farm plan that demonstrates the feasibility of commercial agricultural production.

On the islands of Molokai and Lanai, the owner or lessee of the lot shall meet both of the criteria provided by subsections 19.30A.050(B)(2)(a) and 19.30A.050(B)(2)(b).

3. A maximum of two commercial agricultural structures per lot, subject to parking requirements of section 19.36A.010.
4. Storage, wholesale and distribution, including barns; greenhouses; storage facilities for agricultural supplies, products and irrigation water; farmer's cooperatives; and similar structures that are customarily associated with one or more of the permitted principal uses or, for the purpose of this section, are associated with agriculture in the County.
5. Processing of agricultural products, the majority of which are grown in the County; this includes the burning of bagasse as part of an agricultural operation.
6. Energy systems, small-scale.
7. Small-scale animal-keeping.
8. Animal hospitals and animal board facilities; if conducted on the island of Molokai, such uses shall have been approved by the Molokai planning commission as conforming to the intent of this chapter.
9. Riding academies; if conducted on the island of Molokai, such uses shall have been approved by the Molokai planning commission as conforming to the intent of this chapter.

10. Open land recreation as follows: hiking; noncommercial camping; fishing; hunting; equestrian activities; rodeo arenas; arboretums; greenways; botanical gardens; guided tours that are accessory to principal uses, such as farm or plantation tours, petting zoos, and garden tours; hang gliding; paragliding; mountain biking; and accessory restroom facilities. If hiking, fishing, hunting, equestrian activities, rodeo arenas, hang gliding, paragliding or mountain biking are conducted for commercial purposes on the island of Molokai, such uses shall have been approved by the Molokai planning commission as conforming to the intent of this chapter. Open land recreation uses or structures not specifically permitted by this subsection or by subsection 19.30A.060(A)(7) shall be prohibited; certain open land recreation uses or structures may also be required to obtain a special permit pursuant to chapter 205, Hawaii Revised Statutes.
11. Except on Molokai, bed and breakfast homes permitted under chapter 19.64 of this title that are:
 - a. Operated in conjunction with a bona fide agricultural operation that produced \$35,000 of gross sales of agricultural products for each of the preceding two years, as shown by State general excise tax forms and federal form 1040 Schedule F filings; or
 - b. In compliance with all of the following criteria, provided that the bed and breakfast home is not subject to a condominium property regime pursuant to chapter 514A or chapter 514B, Hawaii Revised Statutes:
 - i. The lot was created prior to November 1, 2008.
 - ii. The lot is comprised of five acres or less.
 - iii. An approved farm plan has been fully implemented and is consistent with chapter 205, Hawaii Revised Statutes; or
 - c. Located in sites listed on the State of Hawaii Historic Register or the National Register of Historic Places.
12. Short-term rental homes permitted under chapter 19.65 of this code, provided that an approved farm plan has been fully implemented and is consistent with chapter 205, Hawaii Revised Statutes.
13. Parks for public use, not including golf courses, and not including commercial uses, except when under the supervision of a government agency in charge of parks and playgrounds.
14. Family child care homes as defined in section 46-15.35(b), Hawaii Revised Statutes, that are registered pursuant to chapter 346, Hawaii Revised Statutes, and located in a legally permitted farm dwelling.
15. Other uses that primarily support a permitted principal use; however, such uses shall be approved by the appropriate planning commission as conforming to the intent of this chapter.

(Ord. No. 4315, § 4, 2016 ; Ord. No. 4253, § 2, 2015; Ord. No. 4246, § 4, 2015; Ord. No. 3824, § 2, 2011; Ord. No. 3611, § 3, 2008; Ord. 2749 § 3 (part), 1998)

19.30A.060 - Special uses.

- A. The following uses and structures are permitted in the agricultural district if a special use permit, as provided in section 19.510.070 of this title, is obtained; except that if a use described in this section also requires a special permit as provided in chapter 205, Hawaii Revised Statutes, and if the land area of the subject parcel is fifteen acres or less, the State special permit shall fulfill the requirements of this section:
 1. Additional farm dwellings beyond those permitted by subsection 19.30A.050(B)(1).
 2. Farm labor dwellings that do not meet the criteria of subsection 19.30A.050(B)(2).
 3. Commercial agricultural structures that do not meet the standards and restrictions of this chapter.
 4. Public and quasi-public institutions that are necessary for agricultural practices.
 5. Major utility facilities as defined in section 19.04.040 of this title.
 6. Telecommunications and broadcasting antenna.
 7. Open land recreation uses, structures, or facilities that do not meet the criteria of subsection 19.30A.050(B)(10), including commercial camping, gun or firing ranges, archery ranges, skeet shooting, paint ball, bungee jumping, skateboarding, rollerblading, playing fields, and accessory buildings and structures. Certain open land recreation uses or structures may also be required to obtain a special permit as provided in section 205-6, Hawaii Revised Statutes. The following uses or structures are prohibited: airports, heliports, drive-in theaters, country clubs, drag strips, motor sports facilities, golf courses, and golf driving ranges.

8. Cemeteries, crematories, and mausoleums.
9. Churches and religious institutions.
10. Mining and resource extraction.
11. Landfills.
12. Solar energy facilities that are greater than fifteen acres.

B. Home businesses are permitted when a State special permit, as provided in section 205-6, Hawaii Revised Statutes, is obtained; provided that, the home business shall comply with the provisions of chapter 19.67 of this title, and shall obtain a County special use permit when required by chapter 19.67 of this title. (Ord. No. 4315, § 5, 2016; Ord. No. 4315, Ord. No. 4246, § 5, 2015; Ord. No. 4168, § 8, 2014; ord. no. 3941, § 10, 2012; ord. no. 3824, § 3, 2011; ord. 2749 § 3 (part), 1998)

19.30A.070 - Private agricultural parks.

Private agricultural parks provide for appropriately sized, functionally configured, and affordable agricultural parcels to support diversified agricultural development. Lots created for the purposes of establishing or expanding a private agricultural park shall not be counted in or as part of the number of lots permitted by subsection 19.30A.030.G. Except as otherwise provided in this chapter, the following requirements and standards shall apply for uses, facilities, and structures in areas designated as private agricultural parks;

- A. Individual lot leases or deeds shall provide that the lots is restricted to agricultural purposes;
- B. Lots within private agricultural parks shall be made available for lease or sale;
- C. No permanent or temporary dwellings or farm dwellings, including trailers and campers, shall be permitted within a private agricultural park, unless the following requirement are met:
 1. A special use permit, pursuant to section 19.510.070, Maui County Code, has been obtained;
 2. The lot on which the dwelling is located is used principally for agriculture, and the occupant of the dwelling provides security or caretaker services for the private agricultural park;
 3. A maximum of one dwelling per lot;
 4. The private agricultural park shall be subject to a maximum density of one dwelling per twenty-five acres of private agricultural park area; and
 5. The dwelling shall be subject to a maximum developable area of seven hundred square feet.
- D. A restrictive covenant excluding dwellings that do not meet the criteria of subsection 19.30A.070.C shall be included in the deed of the lot and run with said lot as long as said lot is within the agricultural district. This restriction shall not prohibit the construction of storage sheds, equipment sheds or other structures appropriate to the agricultural activity carried on within the lot;
- E. Agricultural parks shall not be less than twenty-five acres in size;
- F. Minimum lot area: five acres;
- G. Subdivision requirements, as set forth in the following provisions of Title 18, Maui County Code, shall not apply to private agricultural parks and the lots therein:
 1. 18.16.010 to 18.16.180;
 2. 18.16.270 to 18.16.310B;
 3. 18.16.320;
 4. 18.20 to 18.20.090;
 5. 18.20.140; and
 6. 18.28; and
- H. All requirements set forth herein shall terminate if an area designated as an agricultural park is rezoned to a nonagricultural zoning district.

(Ord. 2749 § 3 (part), 1998)

19.30A.072 - Commercial agricultural structures.

- A. Requirements. All commercial agricultural structures are subject to the following requirements and restrictions:
 1. A commercial agricultural structure may sell agricultural products or value-added products that are not grown, raised, caught or produced on the lot on which the commercial agricultural structure is located, so long as an active agriculture operation is present on the lot where the commercial agriculture structure is located.
 2. A farm plan showing an active agriculture operation shall be provided to the department of planning and its implementation shall be verified before a commercial agricultural structure commences operation. Agricultural products stands that are less than three hundred square feet in total floor area are exempt from this requirement.
- B. Agricultural products stands. An agricultural products stand that is more than one thousand square feet in total floor area shall require a special use permit.

- C. Farmer's markets. All farmer's markets are subject to the following requirements:
1. A farmer's market that is more than three thousand square feet in total floor area shall require a special use permit.
 2. All farmer's markets shall operate only during daylight hours.
- D. Agricultural retail structures. Agricultural retail structures are subject to the following requirements:
1. An agricultural retail structure that is more than one thousand square feet in total floor area shall require a special use permit.
 2. All agricultural retail structures that serve food shall require a permit as required under title 11, chapter 50 of the rules of the state department of health.
 3. Within an agricultural retail structure, other food items and logo items shall occupy no more than forty percent of the total floor area.
- E. Agricultural food establishments. All agricultural food establishments are subject to the following requirements:
1. An agricultural food establishment that is more than one thousand square feet in total floor area shall require a special use permit.
 2. All food must be prepared in accordance with the State Department of Health rules and regulations.
- F. Registration. Producers who propose to own or operate a commercial agricultural structure shall register the structure with the department of planning. The registration form shall include the following information:
1. The name, address, and contact information for the producer.
 2. The tax map key number of the lot on which the proposed commercial agricultural structure is located.
 3. Verification that the producer is the owner, lessee, or licensee of the lot on which the proposed commercial agricultural structure is located. If the producer is the lessee or licensee, authorization of the owner shall also be provided. A lessee or licensee must have a verifiable lease with a minimum duration of one year for the portion of the lot upon which the structure is located, or will be located.
 4. The type of commercial agricultural structure(s) being registered.
 5. The signature of the producer, certifying acknowledgment of and compliance with the requirements of this chapter and all other applicable laws and regulations, including those of the state department of health and the department of public works.
 6. Any additional information requested by the planning director.
- G. Database. The department of planning shall maintain a database of all commercial agricultural structures registered pursuant to this chapter.
- H. Separate registration. Each commercial agricultural structure shall require a separate registration.
- I. Exemption. Agricultural product stands that are three hundred square feet or less in total floor area are exempt from the registration requirements of this section.
- J. Rules. Additional regulation of commercial agricultural structures may be established by administrative rules.
(Ord. No. 4246, § 6, 2015)

19.30A.080 - Agricultural leases.

- A. Any landowner may enter into an agricultural lease provided that the following conditions are met:
1. The principal use of the leased land is agriculture; and
 2. No permanent or temporary dwellings or farm dwellings, including trailers and campers, are constructed on the leased area. This restriction shall not prohibit the construction of storage sheds, equipment sheds or other structures appropriate to the agricultural activity carried on within the lot.
- B. Subdivision requirements, as set forth in Title 18, Maui County Code, shall not apply to agricultural leases.
(Ord. 2749 § 3 (part), 1998)

19.30A.090 - Substandard agricultural lots.

Substandard agricultural lots existing prior to the enactment of the ordinance codified in this chapter shall be subject to the following standards:

- A. Lots less than two acres but equal to or greater than one-half acre shall be subject to the yard and building height standards as set forth for lots of such area in section 19.29.020, Maui County Code, and shall be exempt from the maximum developable area restriction of subsection 19.30A.030.D; and
- B. Lots less than one-half acre shall be subject to the yard and building height standards as set forth for lots of such area in sections 19.08.050 and 19.08.060, Maui County Code, and shall be exempt from the maximum developable area restriction of subsection 19.30A.030.D.
(Ord. 2749 § 3 (part), 1998)

19.30A.100 - Exemptions pursuant to state law.

- A. If provided by Hawai'i Revised Statutes, for lands legally defined and recognized as Kuleana or similar type of land ownership, such as land commission awards or royal patents, the district standards of section 19.30A.030, and the density restriction of subsection 19.30A.050.B.1, shall not apply.
- B. Affordable housing projects as set forth in chapter 201E, Hawai'i Revised Statutes, shall be exempt from the requirements of this chapter.

(Ord. 2749 § 3 (part), 1998)

19.30A.110 - Permits issued prior to the enactment of this ordinance.

State or County special permits, special use permits, conditional permits and variances issued prior to the enactment of the ordinance codified in this chapter shall remain in full force and effect for their duration, and their renewal shall be subject to the provisions of this chapter. Any dwelling or structure that was constructed with a building permit that was approved prior to the enactment of said ordinance need not acquire a County special use permit, conditional permit or variance and may be reconstructed as permitted by the original building permit(s), and such dwellings or structures may be expanded or modified with a building permit, subject to the other provisions of this chapter and this title.

(Ord. 2749 § 3 (part), 1998)

19.30A.120 - Rule-making authority.

The planning director and the director of public works and waste management shall have the authority to adopt rules regarding the administration of this chapter.

(Ord. 2749 § 3 (part), 1998)

STATUS REPORT OF THE SUBJECT PARCEL

STATUS REPORT

This Report (and any revisions thereto) is issued for the sole benefit of the Purchaser of this Report identified in the Order No. referenced below. Title Guaranty of Hawaii, Incorporated's responsibility for any actual loss incurred by reason of any incorrectness herein is limited to the lesser of \$3,500 or two times the amount paid for this Report.

SCHEDULE A

Title Guaranty of Hawaii, Incorporated, hereby reports as follows as to the title of the Parties named in Schedule A in and to the title to land described in Schedule C, subject to the matters set forth in Schedule B, based solely upon an abstract and examination of the following Indices in the State of Hawaii: (a) the Office of the Clerks of the Circuit Court of the Judicial Circuit within which the land is located; (b) the Office of the Clerk of the District Court of the United States for the District of Hawaii; (c) the Office of the Registrar of Conveyances; and (d) the Office of the Real Property Tax Assessment Division of the County within which the land is located.

ALEXANDER & BALDWIN, LLC,
a Hawaii limited liability company,
as Fee Owner

This report is subject to the Conditions and Stipulations set forth in Schedule D and is dated as of February 9, 2017 at 8:00 a.m.

Inquiries concerning this report
should be directed to
RESIDENTIAL TITLE SERVICES.
Email rtscustomerservice@tghawaii.com
Fax (808) 521-0288
Telephone (808) 533-5874.
Refer to Order No. 201704534.

**SCHEDULE B
EXCEPTIONS**

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

Tax Key: (2) 2-5-001-002 Area Assessed: 262.288 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.
3. Any and all matters not shown in the Indices described in Schedule A.
4. Any and all existing roadways, trails, easements, rights of way, flumes and irrigation ditches.

5. GRANT

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

DATED : February 18, 1983

RECORDED : Liber 17179 Page 544

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

Said Grant was amended by instrument dated October 25, 1984,
recorded in Liber 18266 at Page 610, being Kula Agricultural
Park Electrical Easement "E-2"

SCHEDULE B CONTINUED

6. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED
DATED : January 6, 1995
RECORDED : Document No. 95-033266
GRANTING : a perpetual right and easement for utility
purposes over Easements "14" and "17" as shown
on the map attached thereto and more
particularly described therein

7. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED
DATED : July 26, 1995
RECORDED : Document No. 95-114854
GRANTING : perpetual right and easement for utility
purposes over Easements "14" and "17" as shown
on the map attached thereto and more
particularly described therein

8. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ALLOCATION OF FUTURE SUBDIVISION
POTENTIAL
DATED : July 13, 2009
RECORDED : Document No. 2009-111496
PARTIES : ALEXANDER & BALDWIN, INC., "Subdivider", and
COUNTY OF MAUI, through its Department of
Public Works, a political subdivision of the
State of Hawaii, "County"
RE : Pulehu Plantation Company Large Lot
Subdivision File No. 2.3087

SCHEDULE B CONTINUED

9. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)
DATED : July 1, 2010
RECORDED : Document No. 2010-099424
PARTIES : ALEXANDER & BALDWIN, INC., and the COUNTY OF MAUI, through its Department of Planning, a body politic and corporation, and a political subdivision of the State of Hawaii
RE : Subdivision File No. 2.3087

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

11. Drainage Reserve (no building construction to occur in the Drainage Reserve area unless contours and the 100 year flood inundation limited are provided), as shown on subdivision map dated January 2, 2009, revised on May 14, 2009 as Subdivision File No. 2.3087, approved by the Director of Public Works, County of Maui on August 24, 2010.

12. 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.

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

SCHEDULE B CONTINUED

14. 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.

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 Grant Number 5167 to Henry P. Baldwin, and portion(s) of the land described in and covered by Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahi) situate, lying and being at Omaopio and Pulehunui, District of Kula, Island and County of Maui, State of Hawaii, being LOT 3 of the "PULEHU PLANTATION COMPANY LARGE LOT SUBDIVISION", as shown on subdivision map prepared by Ken T. Nomura, Land Surveyor, with A & B Properties, Inc., dated January 2, 2009, revised on May 14, 2009, approved on August 24, 2010 as Subdivision File No. 2.3087 bearing Tax Key designation (2) 2-5-001-002, and containing an area of 262.288 acres, more or less.

BEING THE PREMISES ACQUIRED BY DEED

GRANTOR : ALEXANDER & BALDWIN, INC., a Hawaii corporation
GRANTEE : A&B-HAWAII, INC., a Hawaii corporation
DATED : March 30, 1989, but effective as of April 1, 1989
RECORDED : Liber 23006 Page 583

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.

2. CERTIFICATE OF MERGER dated December 5, 2011, filed as Land Court Document No. 4116765, also recorded as Document No. 2011-205352, sets forth the merger of A&B-HAWAII, INC., a Hawaii corporation with and into ALEXANDER & BALDWIN, INC., a Hawaii corporation.

3. PETITION FOR ORDER REGARDING CONVERSION dated July 25, 2012, filed as Land Court Document No. T-8267279, sets forth the conversion of ALEXANDER & BALDWIN, INC., a Hawaii corporation to ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company.

SCHEDULE D

CONDITIONS AND STIPULATIONS

1. This Status Report (which term shall include any revisions thereto) is a report of the record title only, based solely upon an abstract and examination of the Indices described in Schedule A as of the date of the Report. No responsibility is assumed for (a) matters which may affect the title but either were not disclosed or were incorrectly disclosed in said indices at the date hereof; or (b) matters created, suffered, assumed, or agreed to by Purchaser; or (c) matters not shown herein but actually known to Purchaser. Title Guaranty of Hawaii, Incorporated (the "Company") makes no representation as to the legal effect, validity or priority of matters shown or referred to herein.
2. If the Report is incorrect in any respect, the responsibility of the Company shall be limited to the resulting actual loss, including any attorney's fees and legal costs, but in no event shall exceed the lesser of \$3,500 or two times the amount paid for the Report. Upon payment of any loss hereunder, the Company shall be subrogated to all rights the Purchaser may have against any person or property as a result of such loss.
3. If the Purchaser of this Report shall suffer an actual loss by reason of the incorrectness of the Report, the Purchaser shall promptly notify the Company in writing. After receipt of such notice, the Company shall be allowed a reasonable time in which to investigate the claim. At its sole option, the Company may litigate the validity of the claim, negotiate a settlement or pay to Purchaser the amount the Company is obligated to pay under this Report. The Company's responsibility hereunder constitutes indemnity only and nothing herein shall obligate the Company to assume the defense of the Purchaser with respect to any claim made hereunder.
4. This report is the entire contract between the Purchaser and the Company and any claim by Purchaser against the Company, arising hereunder, shall be enforceable only in accordance with the provisions herein.
5. Notice required to be given the Company shall include the Order Number of this Report and shall be addressed to Title Guaranty of Hawaii, Inc., P.O. Box 3084, Honolulu, HI 96802, Attention: Legal Department.

DATE PRINTED: 2/16/2017

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.
(2) 2 5 001 002 0000

CLASS: AGRICULTURAL AREA ASSESSED: 262.288 AC

ASSESSED VALUES FOR CURRENT YEAR TAXES: 2016

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	\$	73,200	HIGHEST & BEST USE
EXEMPTION	\$	0	
NET VALUE	\$	73,200	
TOTAL NET VALUE	\$	73,200	

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 8/20/2016

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2016	2	207.15				207.15	PENDING
2016	1	207.16				207.16	PAID
2015	2	210.45				210.45	PAID
2015	1	210.45				210.45	PAID
						Total Amount Due:	207.15

Penalty and Interest Computed to: 8/20/2016

STATE OF HAWAII & MAUI COUNTY ECONOMIC DATA

Source: State of Hawaii, Department of Business, Economic Development & Tourism

STATE OF THE ECONOMY

Hawaii's major economic indicators were mostly positive in the third quarter of 2017. Visitor arrivals, visitor expenditures, State general fund tax revenues, wage and salary jobs, personal income (through the second quarter), and State CIP expenditures all increased, but private building authorizations, and government contracts awarded decreased in the quarter compared to third quarter 2016.

In the third quarter of 2017, the total number of visitors arriving by air to Hawaii increased 130,484 or 5.8 percent. Due to shorter lengths of stay, the daily visitor census increased 4.9 percent in the quarter. Since visitors spent slightly less on a daily basis in the third quarter of 2017, total visitors by air spending increased 4.8 percent in the quarter. Historical data shows that, after seventeen quarters of positive growth from the third quarter of 2009 to the third quarter of 2013, Hawaii's tourism sector experienced one quarter of negative growth in the fourth quarter of 2013. Since the first quarter of 2014, however, Hawaii's tourism sector returned to positive growth compared with the same quarter in the previous year.

In the third quarter of 2017, the construction sector lost 600 jobs, the government contracts awarded decreased \$268.7 million or 29.4 percent, the permit value for private construction decreased \$167.0 million or 18.8 percent, only the State CIP expenditures increased \$122.4 million or 48.0 percent, compared with the same quarter of 2016. According to the most recent excise tax base data available, current construction put-in-place decreased \$295.6 million or 13.9 percent in the second quarter of 2017, compared with that quarter in 2016.

In the third quarter of 2017, State general fund tax revenues were up \$144.2 million or 9.3 percent over the same period of 2016. State general excise tax revenue increased \$99.9 million or 12.5 percent in the third quarter of 2017, compared to third quarter 2016. In the first three quarters of 2017, State general fund tax revenues increased \$244.0 million or 5.2 percent, and state general excise tax revenue increased \$133.4 million or 5.5 percent, compared to the same period of the previous year.

Labor market conditions were positive. Since the fourth quarter of 2010, Hawaii's jobs increased for the 28th consecutive quarter. In the third quarter of 2017, Hawaii's non-agricultural wage and salary jobs averaged 651,200 jobs, an increase of 7,100 jobs or 1.1 percent from the same quarter of 2016.

The job increase in the third quarter of 2017 was due to job increases in the private sector. In this quarter, the private sector added about 9,800 non-agricultural jobs compared to the third quarter of 2016. Jobs increased the most in Retail Trade, adding 3,300 jobs or 4.7 percent.

This was followed by Professional & Business Services, adding 2,900 jobs or 3.5 percent, Food Services and Drinking Places, adding 2,200 jobs or 3.3 percent, Health Care & Social Assistance, adding 1,500 jobs or 2.2 percent, and Accommodation, adding 1,200 jobs or 3.0 percent in the quarter. In the private sector, in third quarter 2017, the most jobs were lost in Wholesale Trade, 900 jobs or 5.0 percent; followed by Financial Activities, lost 900 jobs or 3.1 percent, and Natural Resources, Mining and Construction, lost 600 jobs or 1.6 percent. The three levels of government lost 2,700 jobs or 2.2 percent in the quarter. The Federal Government added 200 jobs or 0.6 percent; State Government lost 2,900 jobs or 4.2 percent, while Local Government added 100 jobs or 0.5 percent.

The U.S. Bureau of Economic Analysis (BEA) estimates of quarterly GDP show, in the second quarter of 2017, total annualized nominal GDP increased \$2,894 million or 3.4 percent, from the second quarter of 2016. In the first half of 2017, total annualized nominal GDP increased \$2,875 million or 3.4 percent from the same period of the previous year. In the second quarter of 2017, total annualized real GDP (in chained 2009 dollars) increased \$1,125 million or 1.5 percent from the second quarter of 2016. In the first half of 2017, total annualized real GDP increased \$1,157 million or 1.6 percent from the same period of the previous year.

In the second quarter of 2017, total non-farm private sector annualized earnings increased \$1,190.8 million or 3.3 percent from the second quarter of 2016. In dollar terms, the largest increase occurred in accommodation and food services; followed by health care and social assistance, transportation and warehousing, retail trade, and real estate and rental and leasing. During the second quarter of 2017, total government earnings increased \$187.4 million or 1.2 percent from the same quarter of 2016. Earnings from the federal government increased \$45.0 million or 0.5 percent. Earnings from the state and local governments increased \$142.4 million or 2.1 percent in the quarter.

In the first half of 2017, Honolulu's Consumer Price Index for Urban Consumers (CPI-U) increased 2.5 percent from first half 2016. This is 0.3 of a percentage point above 2.2 percent increase for the U.S. average CPI-U and higher than the 2016 Honolulu CPI-U increase of 2.0 percent from the previous year. In first half 2017, the Honolulu CPI-U increased most in Apparel (5.8 percent), followed by Housing (4.1 percent), Transportation (2.9 percent), Medical Care (1.5 percent), Other Goods and Services (1.3 percent), Food and Beverages (1.0 percent), and Recreation (1.0 percent) while Education and Communication decreased 3.6 percent compared to the first half of 2016.

**Table 1. 2017 QUARTERLY ECONOMIC INDICATORS:
STATE OF HAWAII**

SERIES	3rd QUARTER			YEAR-TO-DATE		
	2016	2017	% CHANGE YEAR AGO	2016	2017	% CHANGE YEAR AGO
Civilian labor force, NSA (persons) 1/	687,250	688,700	0.2	683,700	692,950	1.4
Civilian employed, NSA	666,450	671,900	0.8	662,550	674,250	1.8
Civilian unemployed, NSA	20,850	16,850	-19.2	21,150	18,700	-11.6
Unemployment rate, NSA (%) 1/ 2/	3.0	2.4	-0.6	3.1	2.7	-0.4
Total wage and salary jobs, NSA	650,100	(NA)	(NA)	650,600	(NA)	(NA)
Total non-agric. wage & salary jobs	644,100	651,200	1.1	644,600	651,600	1.1
Nat. Resources, Mining, Constr.	38,200	37,600	-1.6	37,800	37,300	-1.3
Manufacturing	14,100	13,900	-1.4	14,100	13,700	-2.8
Wholesale Trade	17,900	17,000	-5.0	17,800	17,300	-2.8
Retail Trade	70,100	73,400	4.7	70,000	72,300	3.3
Transp., Warehousing, Util.	31,800	32,600	2.5	31,400	32,000	1.9
Information	9,100	9,100	0.0	8,700	9,100	4.6
Financial Activities	28,600	27,700	-3.1	28,300	28,000	-1.1
Professional & Business Services	83,500	86,400	3.5	83,300	84,700	1.7
Educational Services	14,800	15,200	2.7	15,000	15,500	3.3
Health Care & Social Assistance	68,500	70,000	2.2	68,200	68,400	0.3
Arts, Entertainment & Recreation	12,100	12,200	0.8	12,000	12,100	0.8
Accommodation	40,300	41,500	3.0	40,200	41,100	2.2
Food Services & Drinking Places	66,400	68,600	3.3	65,600	68,100	3.8
Other Services	27,300	27,300	0.0	27,200	27,200	0.0
Government	121,400	118,700	-2.2	125,100	124,700	-0.3
Federal	33,200	33,400	0.6	33,000	33,200	0.6
State	68,900	66,000	-4.2	73,100	72,500	-0.8
Local	19,300	19,400	0.5	19,000	19,000	0.0
Agriculture wage and salary jobs	6,000	(NA)	(NA)	6,000	(NA)	(NA)
State general fund revenues (\$1,000)	1,545,715	1,689,891	9.3	4,715,160	4,959,145	5.2
General excise and use tax revenues	801,115	901,033	12.5	2,421,745	2,555,155	5.5
Income-individual	509,507	548,111	7.6	1,607,470	1,720,658	7.0
Declaration estimated taxes	85,733	140,907	64.4	454,599	532,126	17.1
Payment with returns	20,514	17,701	-13.7	168,921	155,275	-8.1
Withholding tax on wages	464,235	465,715	0.3	1,393,082	1,456,558	4.6
Refunds (- indicates relative to State)	-60,975	-76,212	25.0	-409,132	-423,300	3.5
Transient accommodations tax	149,651	135,310	-9.6	385,053	394,494	2.5
Honolulu County Surcharge 3/	61,279	(NA)	(NA)	191,589	(NA)	(NA)
Private Building Permits (\$1,000)	889,375	722,367	-18.8	2,395,092	2,462,909	2.8
Residential	429,228	374,067	-12.9	1,081,897	1,240,852	14.7
Commercial & industrial	39,260	85,373	117.5	145,012	318,155	119.4
Additions & alterations	420,887	262,928	-37.5	1,168,182	903,902	-22.6
Visitor Days - by air	20,013,982	20,989,657	4.9	59,756,130	62,450,162	4.5
Domestic visitor days - by air	14,594,455	15,217,936	4.3	43,414,166	44,989,627	3.6
International visitor days - by air	5,419,527	5,771,721	6.5	16,341,964	17,460,535	6.8
Visitor arrivals by air - by air	2,265,810	2,396,294	5.8	6,622,083	6,931,187	4.7
Domestic flight visitors - by air	1,542,019	1,621,458	5.2	4,502,578	4,690,362	4.2
International flight visitors - by air	723,791	774,836	7.1	2,119,505	2,240,825	5.7
Visitor expend. - arrivals by air (\$1,000)	4,001,262	4,191,673	4.8	11,706,229	12,530,723	7.0
Hotel occupancy rates (%) 2/	80.6	(NA)	(NA)	79.7	(NA)	(NA)

NA Not available.

1/ Labor force and jobs are Hawaii DLIR monthly and annual data. Quarterly averages computed by the Hawaii DBEDT.

2/ Change represents absolute change in rates rather than percentage change in rates.

3/ 0.5% added to the general excise tax to pay for O'ahu's mass transit system and took effect January 1, 2007.

Includes taxpayers who have business activities on Oahu but whose businesses are located outside Oahu.

Source: Hawaii State Department of Business, Economic Development, & Tourism <<http://www.hawaii.gov/dbedt/inf/>>;

Hawaii State Department of Labor & Industrial Relations <<http://www.hawaii.gov/dli/dataanalysis/PAGEID=94>>;

Hawaii State Department of Taxation <http://www.hawaii.gov/tax/a5_3txcolrpt.htm> and Hospitality Advisors, LLC.

11/21/2017

Table 4. 2017 QUARTERLY ECONOMIC INDICATORS: MAUI COUNTY

SERIES	3rd QUARTER			YEAR-TO-DATE		
	2016	2017	% CHANGE YEAR AGO	2016	2017	% CHANGE YEAR AGO
Civilian labor force, NSA (persons) 1/	86,250	87,200	1.1	85,500	87,300	2.1
Civilian employed	83,500	84,950	1.7	82,750	84,700	2.4
Civilian unemployed	2,800	2,250	-19.6	2,800	2,550	-8.9
Unemployment rate, NSA (%) 1/ 2/	3.2	2.6	-0.6	3.3	2.9	-0.4
Total wage and salary jobs	(NA)	(NA)	(NA)	(NA)	(NA)	(NA)
Total non-agric. wage & salary jobs	74,400	76,500	2.8	74,300	76,000	2.3
Nat. Resources, Mining, Constr.	4,000	4,300	7.5	3,900	4,200	7.7
Manufacturing	1,100	1,000	-9.1	1,100	1,000	-9.1
Wholesale Trade	1,500	1,500	0.0	1,500	1,500	0.0
Retail Trade	9,700	9,800	1.0	9,700	9,800	1.0
Transp., Warehousing, Util.	4,200	4,300	2.4	4,100	4,200	2.4
Information	600	600	0.0	600	600	0.0
Financial Activities	3,000	3,100	3.3	3,000	3,100	3.3
Professional & Business Services	7,100	7,300	2.8	7,000	7,200	2.9
Educational Services	1,100	1,200	9.1	1,100	1,200	9.1
Health Care & Social Assistance	5,600	7,200	28.6	5,500	6,200	12.7
Arts, Entertainment & Recreation	2,200	2,900	31.8	2,100	2,800	33.3
Accommodation	11,700	12,100	3.4	11,900	12,000	0.8
Food Services & Drinking Places	9,700	9,900	2.1	9,700	9,900	2.1
Other Services	3,200	3,300	3.1	3,100	3,200	3.2
Government	9,900	8,200	-17.2	9,800	9,300	-5.1
Federal	800	800	0.0	800	900	12.5
State	6,300	4,600	-27.0	6,300	5,700	-9.5
Local	2,800	2,700	-3.6	2,700	2,700	0.0
Agriculture wage and salary jobs	(NA)	(NA)	(NA)	(NA)	(NA)	(NA)
General excise & use tax rev. (\$1,000)	38,913	(NA)	(NA)	147,451	(NA)	(NA)
Income-individual	26,679	(NA)	(NA)	78,498	(NA)	(NA)
Declaration estimated taxes	7,055	(NA)	(NA)	32,829	(NA)	(NA)
Payment with returns	2,768	(NA)	(NA)	20,834	(NA)	(NA)
Withholding tax on wages	21,497	(NA)	(NA)	63,786	(NA)	(NA)
Refunds	-4,641	(NA)	(NA)	(38,950)	(NA)	(NA)
Transient accommodations tax	(3,826)	(NA)	(NA)	16,597	(NA)	(NA)
Honolulu County Surcharge 3/	179	(NA)	(NA)	964	(NA)	(NA)
Private Building Permits (\$1,000)	75,569	105,793	40.0	261,252	375,478	43.7
Residential	46,088	37,200	-19.3	137,002	176,950	29.2
Commercial & industrial	9,742	41,172	322.6	52,664	104,792	99.0
Additions & alterations	19,739	27,421	38.9	71,586	93,735	30.9
Visitor Days - by air	5,252,085	5,341,068	1.7	16,407,550	16,743,928	2.1
Domestic visitor days - by air	4,646,546	4,810,971	3.5	13,864,475	14,275,656	3.0
International visitor days - by air	605,539	530,096	-12.5	2,543,075	2,468,272	-2.9
Visitor arrivals by air - by air	685,277	704,845	2.9	2,023,950	2,086,317	3.1
Domestic flight visitors - by air	580,715	608,202	4.7	1,668,668	1,735,161	4.0
International flight visitors - by air	104,562	96,642	-7.6	355,282	351,156	-1.2
Visitor expenditures - by air (\$1,000)	1,122,008	1,153,930	2.8	3,500,565	3,629,475	3.7
Hotel occupancy rates 2/	74.7	(NA)	(NA)	76.3	(NA)	(NA)

NA Not available.

1/ Labor force and jobs are Hawaii DLIR monthly and annual data. Quarterly averages computed by the Hawaii DBEDT.

2/ Change represents absolute change in rates rather than percentage change in rates.

3/ 0.5% added to the general excise tax to pay for O'ahu's mass transit system and took effect January 1, 2007.

Includes taxpayers who have business activities on Oahu but whose businesses are located outside Oahu.

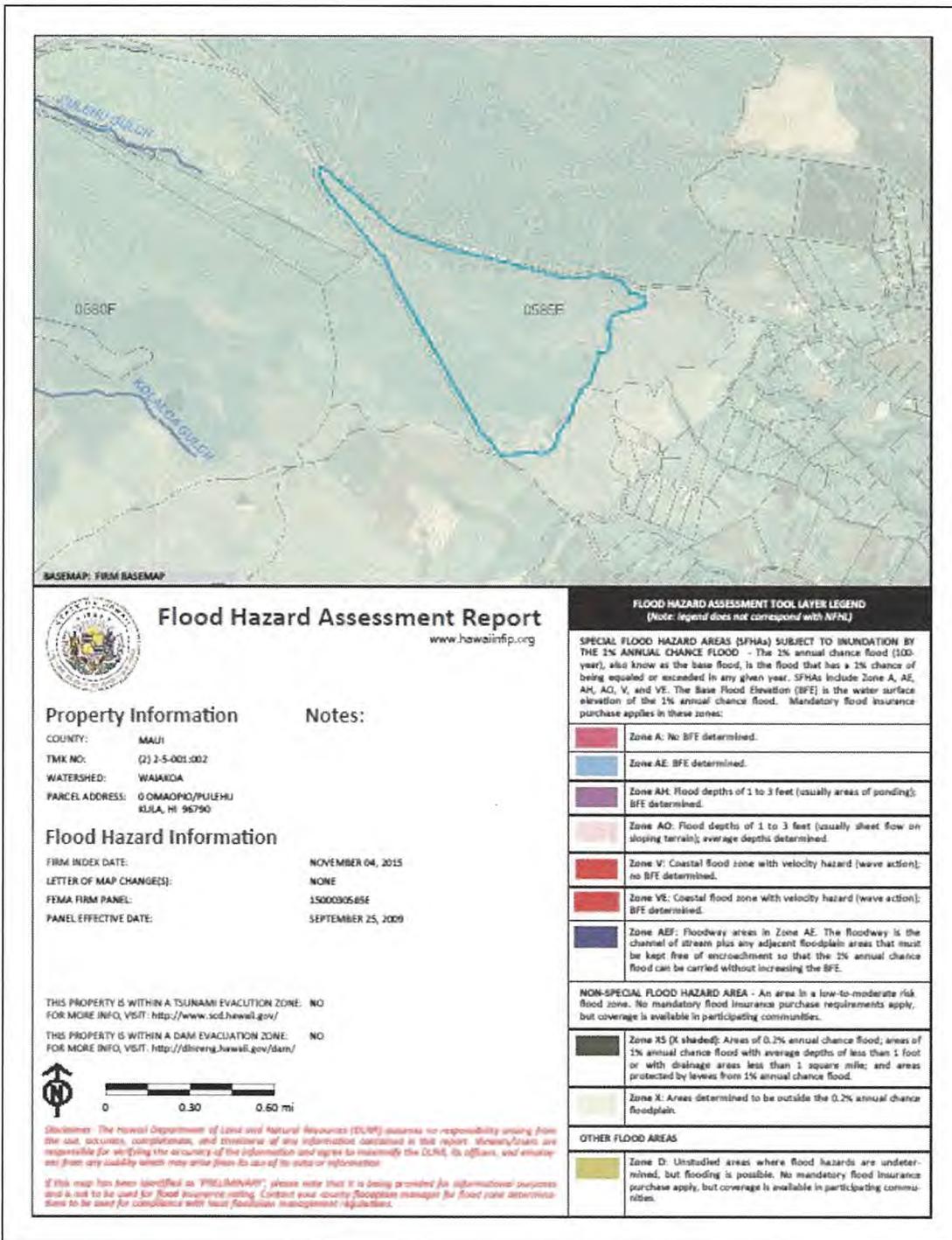
Source: Hawaii State Department of Business, Economic Development, & Tourism <<http://www.hawaii.gov/dbedt/inf/>>.

Hawaii State Department of Labor & Industrial Relations <<http://www.hiwi.org/cgi/dataanalysis/?PAGEID=94>>.

Hawaii State Department of Taxation <http://www.hawaii.gov/tax/a5_3txcolrpt.htm> and Hospitality Advisers, LLC

11/15/2017

FLOOD MAP



PROFESSIONAL QUALIFICATIONS – TED YAMAMURA, SRA, R/W-AC

• **STATE LICENSING**

State Certified General Appraiser,
State of Hawaii, License No. CGA 160, 9/18/1991
Expiration: December 31, 2019



• **PROFESSIONAL AFFILIATIONS**

Member---Appraisal Institute - Honolulu Chapter #67, **SRA** Designation - 1985
Member---International Right of Way Association (IRWA), **R/W-AC** Certification - 2007

• **PROFESSIONAL AND COMMUNITY INVOLVEMENT**

Past Member---State of Hawaii, Commission on Water Resource Management - 2012-2014
Past President---Hawaii Chapter of the Appraisal Institute - 2010
Past Member---County of Maui, Board of Water Supply - 2008-2012
Past Member---State of Hawaii, Board of Land & Natural Resources - 2001-2006
Past President---International Right of Way Association (IRWA), Hawaii Chapter #30 - 2004
Past President---Maui County Council, Boy Scouts of America - 1987

• **EXPERIENCE AND EDUCATION**

Executive Vice President
ACM Consultants, Inc.
2073 Wells Street Suite 100
Wailuku, Maui, Hawaii 97693

Previously associated with the following:

Vice President - Alexander & Alexander, Ltd. - Maui Division - 1979-1982
Assistant Vice President - Honolulu Federal Savings & Loan Assn. - 1974-1979
Veteran - United States Air Force - 1967-1971
Educated: Maui High School and University of Hawaii

• **SUCCESSFULLY COMPLETED THE FOLLOWING COURSES:**

Appraisal Institute "National Uniform Appraisal Standards for Federal Land Acquisitions ("**Yellow Book**")
Practical Applications" Honolulu, Hawaii - 2017
Appraisal Institute - *National Uniform Standards of Professional Appraisal Practice (USPAP)*
2016-2017 Update Course - Las Vegas, Nevada - 2016
International Right of Way Association - *Course 403, Easement Valuation*,
Tucson, Arizona - 2008
International Right of Way Association - *Course 410, Reviewing Appraisals in Eminent Domain*,
Tucson, Arizona - 2008
International Right of Way Association - *Course 401, The Appraisal of Partial Acquisitions*
Fresno, California - 2007
International Right of Way Association - *Course 409, Integrating Appraisal Standards*,
Anaheim, California - 2005
Appraisal Institute - *Course 400, Uniform Standards of Professional Appraisal*
Practice (USPAP), Honolulu, Hawaii - 2003
Appraisal Institute - *Standards of Professional Practice Part C*, Honolulu, Hawaii - 1997
Appraisal Institute - *Standards of Professional Practice Part A and Part B*,
Honolulu, Hawaii - 1993
International Right of Way Association (IRWA) *Course 214, Skills of Expert Testimony*
Honolulu, Hawaii - 1988
Society of Real Estate Appraisers (SREA) *Course 102 Examination, "Applied*
Residential Property Valuation", Honolulu, Hawaii - 1982
Society of Real Estate Appraisers (SREA) "Narrative Demonstration Report" Examination,
Wailuku, Maui, Hawaii - 1983
Society of Real Estate Appraisers (SREA) *Course 101 Examination,*
"Introduction to Appraising Real Property", Honolulu, Hawaii - 1979

• **CONTINUING EDUCATION SEMINARS AND WORKSHOPS ATTENDED:**

- Appraisal Institute "The Discounted Cash Flow Model" Honolulu, Hawaii - 2015
Appraisal Institute "Complex Litigation Appraisal Case Studies" Honolulu, Hawaii - 2014
The Seminar Group "Eminent Domain & Condemnation in Hawaii" Honolulu, Hawaii - 2013
University of Hawaii/State of Hawaii Department of Transportation "Federal Highways (FHWA) Highway Noise Policy and Abatement Guidelines Workshop" - 2011
Appraisal Institute "Real Estate Finance, Statistics, and Valuation Modeling" - 2009
Appraisal Institute "Eminent Domain and Condemnation" - 2007
Lorman Education Services "Law of Easements: Legal Issues and Practical Considerations in Hawaii" Honolulu, Hawaii - 2006
Lorman Education Services "Eminent Domain in Hawaii" Honolulu, Hawaii - 2006
Appraisal Institute "Mini-Series on USPAP Issues" Honolulu, Hawaii - 2006
International Right of Way Association (IRWA) "Uniform Act Symposium", Anaheim, California - 2005
Lorman Education Services "Zoning and Land Use in Hawaii", Honolulu, Hawaii - 2003
The American Society of Farm Managers & Rural Appraisers "Conservation Easements" Honolulu, Hawaii - 2001
The American Society of Farm Managers & Rural Appraisers "Appraising Rural Residential Properties" - Honolulu, Hawaii - 2001
Appraisal Institute "Valuation of Detrimental Conditions in Real Estate" Honolulu, Hawaii - 2000
Appraisal Institute "Case Studies in Residential Highest and Best Use" Honolulu, Hawaii - 2000
Appraisal Institute "Advanced Sales Comparison Approach" Honolulu, Hawaii - 2000
Appraisal Institute "Appraisal of Nonconforming Uses" Honolulu, Hawaii - 2000
Appraisal Institute "Litigation Skills for the Appraiser: An Overview", Honolulu, Hawaii - 1998
Appraisal Institute "Special Purpose Properties", Honolulu, Hawaii - 1997
Appraisal Institute "Appraising for the Secondary Market", Honolulu, Hawaii - 1996
Appraisal Institute "The Employee Relocation Council Form and the Drive-By Form", Anaheim, California - 1995
Appraisal Institute "The Condominium Form and the Small Residential Income Property Appraisal Report Form", Anaheim, California - 1995
Appraisal Institute "Residential Appraisal Review", Chicago, Illinois - 1994
Appraisal Institute "Understanding Limited Appraisals and Appraisal Reporting Options" Chicago, Illinois - 1994
Appraisal Institute "Accrued Depreciation", Las Vegas, Nevada - 1992
Appraisal Institute "Market Analysis", Las Vegas, Nevada - 1992
American Institute of Real Estate Appraisers (AIREA) "Easement Valuation", Los Angeles, California - 1990
Federal National Mortgage Association (FNMA) "Fannie Mae Appraisals", Honolulu, Hawaii - 1990
Society of Real Estate Appraisers (SREA) "Federal Home Loan Bank Board Appraisal Standards", Honolulu, Hawaii - 1989
Society of Real Estate Appraisers (SREA) "Uniform Small Residential Income Appraisal Report", New York - 1989
Society of Real Estate Appraisers (SREA) "Professional Practice", Honolulu, Hawaii - 1988
Society of Real Estate Appraisers (SREA) "R-41c and the Appraiser", Las Vegas, Nevada - 1987
Society of Real Estate Appraisers (SREA) "Appraisers Guide to the Uniform Residential Appraisal Report", Honolulu, Hawaii - 1987
American Institute of Real Estate Appraisers (AIREA) "R-41b and Subdivision Analysis", Honolulu, Hawaii - 1985
International Right of Way Association (IRWA) "Condemnation", Honolulu, Hawaii - 1982
Society of Real Estate Appraisers (SREA) "Creative Financing and Cash Equivalency", Honolulu, Hawaii - 1983
Society of Real Estate Appraisers (SREA) "Appraising Single Family Residences", Honolulu, Hawaii - 1983
Society of Real Estate Appraisers (SREA) "Application of Market Extraction's", Honolulu, Hawaii - 1981

• **LEGAL**

Qualified as an expert witness:

- First Circuit Court, Honolulu, Hawaii
- Second Circuit Court, Maui, Hawaii
- Third Circuit Court, Hawaii Island, Hawaii
- U.S. District Court, Honolulu, Hawaii
- U.S. Bankruptcy Court, Honolulu, Hawaii

Experienced in real estate arbitration assignments in the State of Hawaii

Return by Mail () Pickup () To:

Document contains ___ pages.

Tax Map Key No. (2) 2-5-1-2

**LIMITED WARRANTY DEED
WITH RESERVATIONS AND COVENANTS**

THIS LIMITED WARRANTY DEED WITH RESERVATIONS AND COVENANTS ("Deed") is made this _____, 2018 by **ALEXANDER & BALDWIN, LLC**, a Delaware limited liability company, whose address is 822 Bishop Street, Honolulu, Hawaii 96813 ("**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 that certain parcel of land situate and being at Omaopio and Pulehu, District of Makawao, 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 (but excluding the Water

EXHIBIT "E"

System Improvements described below), 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.

Pursuant to Section 18-215 of the Delaware Limited Liability Company Act, Grantor established within itself Series R, to which the Property has been allocated. Grantor is hereby conveying the Property on behalf of said Series R.

B. COVENANTS & RESERVATIONS

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 being, or which in the future may be, actively used for the raising, growing, harvesting and processing agricultural products (such 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. As used in this section regarding Agricultural Activities, all references to the "Grantor" shall mean and include the Grantor and all parent, subsidiary, sister and other affiliated companies of the Grantor, in their respective capacities as the current owner of the Property, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of the Grantor and its parent, subsidiary, sister and affiliated companies. 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 heirs, personal representatives, 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.

3. Reservation of Water System Easements. Grantor reserves, for itself and its designees, successors and assigns, a perpetual easement to use, operate, maintain, upgrade, repair and replace the existing water system ditches, flumes, pipelines, tunnels and other equipment and appurtenances for the transmission and distribution of water ("Water System Improvements") located within the easement area described on **Exhibit B**. Grantor may also grant to others easements or licenses over said easement area to operate the Water System Improvements, on such terms and conditions as Grantor may determine in its discretion. Grantee's use of the Property shall not unreasonably or materially impair or interfere with the operation of the Water System Improvements or the easements reserved hereunder.

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.

ALEXANDER & BALDWIN, LLC

By _____
Name:
Its _____, Series R

By _____
Name:
Its _____, Series R

Grantor

COUNTY OF MAUI

By _____
ALAN M. ARAKAWA
Its: Mayor

Grantee

APPROVED AS TO FORM AND
LEGALITY:

Deputy Corporation Counsel
County of Maui

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

On this _____ day of _____, 20____, before me 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:
Limited Warranty Deed with Reservations and Covenants

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

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)

STATE OF HAWAII)
) SS:
COUNTY OF MAUI)

On this ____ day of _____, 20__, 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 <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)	

EXHIBIT A

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Land Patent Grant Number 5167 to Henry P. Baldwin, and portion(s) of the land described in and covered by Land Patent Number 8140, Land Commission Award Number 5230 to Keaweamahi) situate, lying and being at Omaopio and Pulehunui, District of Kula, Island and County of Maui, State of Hawaii, being LOT 3 of the "PULEHU PLANTATION COMPANY LARGE LOT SUBDIVISION", as shown on subdivision map prepared by Ken T. Nomura, Land Surveyor, with A & B Properties, Inc., dated January 2, 2009, revised on May 14, 2009 (Subdivision File No. 2.3087), approved on August 24, 2010, and being more particularly described as follows:

Beginning at a point at the southerly corner of this lot, on the northeasterly side of Pulehu Road, said point being also the southwesterly corner of Lot 2 of the Pulehu Plantation Company Large Lot Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA" being 7,141.73 feet South and 2,828.16 feet West and running by azimuths measured clockwise from True South:

1. 143° 33' 231.23 feet along the northeasterly side of Pulehu Road;
2. Thence along same on a curve to the left with a radius of 555.00 feet, the direct chord azimuth and distance being:
139° 48' 72.60 feet;
3. 136° 03' 194.87 feet along the northeasterly side of Pulehu Road;
4. Thence along same on a curve to the right with a radius of 635.00 feet, the direct chord azimuth and distance being:
143° 11' 157.71 feet,
5. 150° 19' 599.96 feet along the northeasterly side of Pulehu Road;
6. 150° 33' 584.08 feet along same;
7. 149° 03' 391.45 feet along same;
8. 149° 54' 935.59 feet along same;
9. 150° 18' 618.16 feet along same;

10. 152° 51' 161.24 feet along same;
11. 157° 07' 170.76 feet along same;
12. 154° 22' 62.91 feet along same;
13. Thence along same on a curve to the left with a radius of 526.00 feet, the direct chord azimuth and distance being:
142° 27' 217.23 feet;
14. 130° 32' 65.77 feet along the northeasterly side of Pulehu Road;
15. 139° 13' 71.72 feet along same;
16. 142° 53' 289.03 feet along same;
17. 139° 55' 254.50 feet along same;
18. 139° 01' 620.33 feet along same;
19. 139° 34' 93.97 feet along same;
20. Thence along same on a curve to the right with a radius of 1,355.00 feet, the direct chord azimuth and distance being:
145° 21' 30" 273.47 feet;
21. 151° 09' 114.08 feet along the northeasterly side of Pulehu Road;
22. Thence along same on a curve to the right with a radius of 315.00 feet, the direct chord azimuth and distance being:
172° 01' 224.40 feet;
23. Thence along the northerly side of Pulehu Road on a curve to the right with a radius of 30.00 feet, the direct chord azimuth and distance being:
250° 58' 30" 50.93 feet;
24. 309° 04' 486.98 feet along the southerly side of Omaopio Road;
25. 311° 01' 30" 296.70 feet along same;
26. 308° 44' 155.00 feet along same;

27. 310° 06' 449.51 feet along same;
28. 308° 30' 469.21 feet along same;
29. Thence along same on a curve to the left with a radius of 435.00 feet, the direct chord azimuth and distance being:
298° 09' 156.31 feet,
30. 287° 48' 581.48 feet along the southerly side of Omaopio Road;
31. 288° 04' 350.08 feet along same;
32. 285° 51' 79.43 feet along same;
33. 283° 10' 30" 272.55 feet along same;
34. 282° 31' 341.14 feet along same;
35. 283° 25' 30" 310.09 feet along same;
36. 284° 37' 173.52 feet along same;
37. 285° 11' 174.70 feet along same;
38. 284° 19' 30" 533.38 feet along same;
39. 284° 57' 256.53 feet along same;
40. Thence along same on a curve to the left with a radius of 402.00 feet, the direct chord azimuth and distance being:
273° 08' 164.64 feet;
41. 261° 19' 333.30 feet along the southerly side of Omaopio Road;
42. Thence along same on a curve to the right with a radius of 776.00 feet, the direct chord azimuth and distance being:
273° 40' 331.95 feet;
43. 286° 01' 52.74 feet along the southerly side of Omaopio Road;
44. 282° 24' 85.90 feet along same;
45. 278° 29' 47.36 feet along same;

46. Thence along same on a curve to the right with a radius of 634.50 feet, the direct chord azimuth and distance being:
282° 08' 30" 80.97 feet;
47. 347° 16' 25.48 feet along Lot 1 of the Pulehu Plantation Company Large Lot Subdivision;
48. 324° 12' 246.00 feet along same;
49. 286° 45' 317.45 feet along same;
50. 7° 14' 160.07 feet along same;
51. 73° 20' 578.76 feet along same;
52. 37° 12' 185.00 feet along same;
53. 2° 25' 142.51 feet along same;
54. 347° 28' 131.70 feet along same;
55. 6° 17' 204.38 feet along same;
56. 21° 21' 89.44 feet along same;
57. 82° 52' 176.60 feet along same;
58. 7° 19' 126.05 feet along same;
59. 15° 25' 357.21 feet along same;
60. 30° 50' 112.03 feet along same;
61. 45° 45' 213.26 feet along same and along Lot 2 of the Pulehu Plantation Company Large Lot Subdivision;
62. 30° 26' 234.47 feet along Lot 2 of the Pulehu Plantation Company large Lot Subdivision;
63. 11° 56' 248.70 feet along same;
64. 35° 03' 388.45 feet along same;
65. 21° 38' 162.47 feet along same;

66.	9° 06'	82.55	feet along same;
67.	23° 39'	29.34	feet along same;
68.	42° 38'	97.13	feet along same;
69.	59° 40'	73.10	feet along same;
70.	69° 40'	87.53	feet along same;
71.	80° 38'	50.06	feet along same;
72.	105° 20'	141.70	feet along same;
73.	93° 24'	92.61	feet along same;
74.	75° 53'	165.70	feet along same;
75.	79° 23'	36.02	feet along same;
76.	85° 35'	326.11	feet along same to the point of beginning and containing an Area of 262.288 Acres.

Being the premises acquired by Grantor herein by Deed dated March 30, 1989, but effective as of April 1, 1989, recorded in the Bureau of Conveyances of the State of Hawaii (the "Bureau") in Liber 23006 at Page 583.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED and HAWAIIAN TELEPHONE COMPANY, now known as HAWAIIAN TELCOM, INC.
DATED : February 18, 1983
RECORDED : Liber 17179 Page 544
GRANTING : a right and easement for utility purposes as shown on map attached thereto

Said Grant was amended by instrument dated October 25, 1984, recorded in the Bureau in Liber 18266 at Page 610.

3. GRANT

TO : MAUI ELECTRIC COMPANY, LIMITED
DATED : July 26, 1995
RECORDED : Document No. 95-114854
GRANTING : a right and easement for utility purposes over Easements "14" and "17" as shown on the map attached thereto and more particularly described therein

4. The terms and provisions contained in the following:

INSTRUMENT : AGREEMENT FOR ALLOCATION OF FUTURE
SUBDIVISION POTENTIAL
DATED : July 13, 2009
RECORDED : Document No. 2009-111496
PARTIES : ALEXANDER & BALDWIN, INC., "Subdivider", and
COUNTY OF MAUI, through its Department of Public Works,
a political subdivision of the State of Hawaii, "County"

5. The terms and provisions contained in the following:

INSTRUMENT : SUBDIVISION AGREEMENT (AGRICULTURAL USE)
DATED : July 1, 2010
RECORDED : Document No. 2010-099424
PARTIES : ALEXANDER & BALDWIN, INC., and the COUNTY OF
MAUI, through its Department of Planning, a body politic and
corporation, and a political subdivision of the State of Hawaii

6. Drainage Reserve (no building construction to occur in the Drainage Reserve area unless contours and the 100 year flood inundation limited are provided), as shown on subdivision map dated January 2, 2009, revised on May 14, 2009 as Subdivision File No. 2.3087, approved by the Director of Public Works, County of Maui on August 24, 2010.

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

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

9. 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.

EXHIBIT B

First:

EASEMENT DA-3

PULEHU PLANTATION COMPANY
LARGE LOT SUBDIVISION

An easement for access and ditch purposes affecting Lot 3 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087), being also a portion of the land described in Grant 5167 to Henry P. Baldwin. Situated at Omaopio, Kula, Makawao, Maui, Hawaii and being more particularly described as follows:

BEGINNING at the Northwest corner of this easement at a point on the Southwesterly side of Omaopio Road (60 feet wide), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA", being:

2024.77 feet South
5880.76 feet West

and running by azimuths measured clockwise from True South:

1. 309° 04' 76.80 feet along Omaopio Road (60 feet wide);
2. 311° 01' 30" 237.11 feet along same;
3. 356° 09' 30" 565.85 feet along remainder of said Lot 3 to the Northeasterly side of Pulehu Road (40 feet wide);
4. 139° 01' 99.37 feet along Pulehu Road;
5. 176° 09' 30" 420.95 feet along remainder of said Lot 3;
6. Thence along same on a curve to the left having a radius of 95.00 feet and a central angle of 45° 08', the chord azimuth and distance being:
153° 35' 30" 72.91 feet;
7. 131° 01' 30" 166.13 feet along same;

8. Thence along same on a curve to the right having a radius of 90.00 feet and a central angle of 69°21'46", the chord azimuth and distance being:

165° 42' 23" 102.42 feet to the POINT OF BEGINNING and containing an area of 1.100 acres.

Second:

EASEMENT DA-4

AFFECTING LOT 3

PULEHU PLANTATION COMPANY
LARGE LOT SUBDIVISION

Being an easement for ditch and access purposes affecting Lot 3 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087), being also portions of Grant 5167 to Henry P. Baldwin and Royal Patent 8140, Land Commission Award 5230 to Keaweamahi. Situated at Pulehunui, Maui, Hawaii and being more particularly described as follows:

BEGINNING at the Northeast corner of this easement being the most Northerly common boundary corner of said Lot 3 and Lot 1 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087) on the Southerly side of Omaopio Road (60 feet wide), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA", being:

3860.96 feet South
577.74 feet West

and running by azimuths measured clockwise from True South:

- | | | | |
|----|----------|--------|------------------------|
| 1. | 347° 16' | 25.48 | feet along said Lot 1; |
| 2. | 324° 12' | 246.00 | feet along same; |
| 3. | 286° 45' | 317.45 | feet along same; |
| 4. | 7° 14' | 160.07 | feet along same; |
| 5. | 73° 20' | 578.76 | feet along same; |
| 6. | 37° 12' | 185.00 | feet along same; |

7.	2° 25'		142.51	feet along same;
8.	347° 28'		131.70	feet along same;
9.	06° 17'		204.38	feet along same;
10.	21° 21'		89.44	feet along same;
11.	82° 52'		176.60	feet along same;
12.	7° 19'		126.05	feet along same;
13.	15° 25'		357.21	feet along same;
14.	30° 50'		112.03	feet along same;
15.	45° 45'		213.26	feet along same and along Lot 2 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087);
16.	30° 26'		234.47	feet along said Lot 2;
17.	11° 56'		248.70	feet along same;
18.	35° 03'		388.45	feet along same;
19.	21° 38'		162.47	feet along same;
20.	9° 06'		82.55	feet along same;
21.	106° 22'	30"	60.46	feet along remainder of said Lot 3;
22.	129° 31'	10"	134.03	feet along same;
23.	175° 58'	30"	230.53	feet along same;
24.	132° 29'	40"	264.26	feet along same;
25.	209° 25'	40"	69.43	feet along same;
26.	261° 41'	30"	191.22	feet along same;
27.	266° 52'	40"	232.09	feet along same;
28.	254° 01'	30"	182.64	feet along same;

29.	191° 56'		157.43	feet along same;
30.	198° 12'	42"	147.21	feet along same;
31.	214° 27'		129.81	feet along same;
32.	226° 10'		291.82	feet along same;
33.	195° 25'		344.84	feet along same;
34.	187° 19'		168.30	feet along same;
35.	262° 52'		187.39	feet along same;
36.	201° 21'		45.80	feet along same;
37.	186° 17'		186.50	feet along same;
38.	167° 28'		129.63	feet along same;
39.	182° 25'		169.18	feet along same;
40.	217° 12'		223.37	feet along same;
41.	253° 20'		559.29	feet along same;
42.	187° 14'		70.25	feet along same;
43.	106° 45'		287.01	feet along same;
44.	144° 12'		294.51	feet along same;
45.	98° 58'		76.47	feet along same;
46.	102° 24'		87.61	feet along same;
47.	192° 24'		50.00	feet along same to a point on the Southerly side of Omaopio Road (60 feet wide);
48.	282° 24'		85.90	feet along Omaopio Road;
49.	278° 29'		47.36	feet along same;
50.	Thence along same on a curve to the right having a radius of 634.50 feet and a central angle of 07°19', the chord azimuth and			

distance being: 282°08'30" 80.97 feet to the POINT OF BEGINNING and containing an area of 10.012 acres.

Third:

EASEMENT DA-5

AFFECTING LOT 3

PULEHU PLANTATION COMPANY
LARGE LOT SUBDIVISION

Being an easement for ditch and access purposes affecting Lot 3 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087), being also portions of Grant 5167 to Henry P. Baldwin and Royal Patent 8140, Land Commission Award 5230 to Keaweamahi. Situated at Pulehunui, Maui, Hawaii and being more particularly described as follows:

BEGINNING at the Northeast corner of this easement at a point having a direct azimuth and distance of 2° 51' 27" 550.66 feet from the common most Northerly boundary corner of said Lot 3 and Lot 1 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087) being a point on the Southerly side of Omaopio Road (60 feet wide), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA", being:

4410.93 feet South
605.19 feet West

and running by azimuths measured clockwise from True South:

- | | | | |
|----|-------------|--------|-------------------------------------|
| 1. | 73° 20' | 135.29 | feet along remainder of said Lot 3; |
| 2. | 37° 12' | 223.37 | feet along same; |
| 3. | 84° 01' 30" | 94.00 | feet along same; |
| 4. | 79° 34' | 293.29 | feet along same; |
| 5. | 84° 54' 30" | 131.83 | feet along same; |
| 6. | 38° 44' 40" | 26.27 | feet along same; |
| 7. | 05° 08' 40" | 86.28 | feet along same; |

8.	327°	05'	30"	235.57	feet along same;
9.	291°	20'		28.52	feet along same;
10.	276°	12'	50"	97.34	feet along same;
11.	308°	37'	20"	152.11	feet along same;
12.	354°	02'	10"	47.52	feet along same;
13.	82°	52'		40.02	feet along same;
14.	174°	02'	10"	31.59	feet along same;
15.	128°	37'	20"	123.77	feet along same;
16.	96°	12'	50"	91.03	feet along same;
17.	111°	20'		46.73	feet along same;
18.	147°	05'	30"	262.26	feet along same;
19.	185°	08'	40"	112.15	feet along same;
20.	218°	44'	40"	55.40	feet along same;
21.	264°	54'	30"	147.01	feet along same;
22.	259°	34'		291.43	feet along same;
23.	214°	14'	10"	26.16	feet along same;
24.	159°	10'	30"	124.88	feet along same;
25.	192°	09'	10"	85.68	feet along same;
26.	235°	45'	10"	78.11	feet along same;
27.	268°	36'	50"	90.41	feet along same;
28.	299°	25'	30"	116.17	feet along same;
29.	281°	14'		123.27	feet along same to the POINT OF BEGINNING and containing an area of 2.454 acres.

Fourth:

EASEMENT DA-6

AFFECTING LOT 3

PULEHU PLANTATION COMPANY
LARGE LOT SUBDIVISION

Being an easement for ditch and access purposes affecting Lot 3 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087), being a portion of Royal Patent 8140, Land Commission Award 5230 to Keaweamahi. Situated at Pulehunui, Maui, Hawaii and being more particularly described as follows:

BEGINNING at the Southwest corner of this easement being the most Westerly common boundary corner of said Lot 3 and Lot 1 of the Pulehu Plantation Company Large Lot Subdivision (Subdivision File No. 2.3087) on the Easterly side of Pulehu Road (40.00 feet wide), the coordinates of said point of beginning referred to Government Survey Triangulation Station "PUU O KOHA", being:

7141.73 feet South
2828.16 feet West

and running by azimuths measured clockwise from True South:

1.	143° 33'	70.77	feet along Pulehu Road (40.00 feet wide), along said Lot 3;
2.	265° 35'	360.41	feet along remainder of said Lot 3;
3.	259° 23'	30.94	feet along same;
4.	255° 53'	173.11	feet along same;
5.	273° 24'	108.12	feet along same;
6.	285° 20'	134.83	feet along same;
7.	260° 38'	31.16	feet along same;
8.	249° 40'	76.52	feet along same;
9.	239° 40'	58.87	feet along same;

10.	222° 38'	78.20	feet along same;
11.	203° 39'	11.57	feet along same;
12.	286° 22' 30"	60.46	feet along same to the a point on the Northwesterly boundary of said Lot 2;
13.	23° 39'	29.34	feet along said Lot 2;
14.	42° 38'	97.13	feet along same;
15.	59° 40'	73.10	feet along same;
16.	69° 40'	87.53	feet along same;
17.	80° 38'	50.06	feet along same;
18.	105° 20'	141.70	feet along same;
19.	93° 24'	92.61	feet along same;
20.	75° 53'	165.70	feet along same;
21.	79° 23'	36.02	feet along same;
22.	85° 35'	326.11	feet along same to the POINT OF BEGINNING and containing an area of 1.490 acres.

UPCOUNTRY MAUI AGRICULTURAL PARK WATER DELIVERY AGREEMENT

THIS UPCOUNTRY MAUI AGRICULTURAL PARK WATER DELIVERY AGREEMENT ("Agreement") is made on September 14, 2018, by and between ALEXANDER & BALDWIN, LLC, a Delaware limited liability company, whose mailing address is 822 Bishop Street, Honolulu, Hawaii 96813, hereinafter referred to as "A&B", and the COUNTY OF MAUI, for its Department of Water Supply, whose principal place of business and mailing address is 200 South High Street, Wailuku, Hawaii 96793, hereinafter referred to as the "County".

Background of this Agreement

A. The County and A&B contemplate entering into a Real Property Purchase and Sale Agreement (the "Purchase Contract") pursuant to which the County will acquire approximately 262 acres of land for purposes of establishing the initial increment ("Increment 1") of a new County agricultural park (the "Upcountry Maui Agricultural Park"), such parcel being identified as Tax Map Key No. (2) 2-5-001:002.

B. A&B and its subsidiary, East Maui Irrigation Company, LLC ("EMI"), own and operate a system for the collection and transmission of surface water via the Wailoa and Hamakua Ditches (the "Ditch System").

C. The Ditch System delivers non-potable water to Reservoir 40, which is located on an A&B-owned parcel near the County's existing Kula Agricultural Park ("Existing Agricultural Park") and Increment 1, such parcel being identified as Tax Map Key No. (2) 2-5-002:001.

D. Pursuant to an existing agreement between EMI, A&B and the County ("Existing Agreement"), the County currently may draw up to 1.5 million gallons per day ("MGD") of water from the Ditch System by way of two (2) County pumps located on the Hamakua Ditch (collectively, the "Ag Park Pump") above the inlet to Reservoir 40 to provide non-potable water for certain agricultural uses.

E. In its June 2018 Interim Instream Flow Standard (IIFS) decision for East Maui streams, the State Commission on Water Resource Management ("CWRM") ordered significant reductions in the offstream diversions that source the Ditch System, and also urged improvements in water delivery systems to minimize leakage and waste.

F. At present, in order for the County to operate the Ag Park Pump, EMI must send an additional 1.0 MGD of water down the Hamakua Ditch above the 1.5 MGD that the County may withdraw. In light of the recent IIFS decision, and consistent with CWRM's directives, it would be prudent to improve the infrastructure to more efficiently use water from the Ditch System. Specifically, relocating the Ag Park Pump to the outlet of Reservoir 40 is expected to result in water savings of at least 1.0 MGD of water, which savings A&B believes is sufficient to meet the anticipated water needs of Increment 1.

G. Accordingly, A&B and the County want to document certain agreements regarding the Ditch System, Reservoir 40, and the delivery of water to Increment 1 of the Upcountry Maui Agricultural Park, all as set forth in this Agreement.

NOW, THEREFORE, A&B and the County hereby agree as follows:

1. Relocation of the Ag Park Pump to Reservoir 40. The County agrees to relocate the Ag Park Pump to a mutually-agreeable location at Reservoir 40 (the "Pump Improvements"). The County shall complete the Pump Improvements as soon as reasonably practicable following the close of the County's purchase of Increment 1, subject to release of funding from the State of Hawaii. In the event that the Pump Improvements are not completed for any reason, the County understands that only approximately 119 acres out of the total 262 acres can be irrigated directly from Reservoir 40 via gravity feed.

2. Delivery of Ditch System Water for Increment 1. A&B agrees that the County may draw from Reservoir 40 1.0 MGD of non-potable water to serve Increment 1. This 1.0 MGD is in addition to the 1.5 MGD that the County may draw under the Existing Agreement. Meters or other means to measure the County's withdrawals from Reservoir 40 shall be installed by the County at the points of withdrawal. Subject to Section 9 (Force Majeure), it shall be the responsibility of A&B to assure sufficient ditch flow to accommodate the non-potable water needs of Increment 1, in the amount stated herein, in a manner that will not diminish the County's maximum allowable withdrawals from the Wailoa Ditch for the County's Kamole Weir Water Treatment Facility and from the Hamakua Ditch for the Existing Agricultural Park pursuant to the terms of the Existing Agreement and that will abide by CWRM's IIFS decisions.

3. Water Delivery Charges. The County shall pay to A&B the sum of six cents per thousand gallons delivered by A&B to the County under this Agreement. No other fees or charges shall apply to the delivery of this water. It is understood that to change the rate, the parties will execute an amendment to this Agreement.

4. Maintenance. Subject to Section 9 (Force Majeure), A&B agrees to maintain, until such time that each are conveyed to the County, if any, Reservoir 40, A&B's existing storage cistern, the transmission ditch at the upper edge of Increment 1, the transmission ditch between Reservoir 40 and Increment 1, A&B's existing pump near the Ag Park Pump, and the 10" supply line between A&B's pump and Increment 1, provided that this commitment does not include making upgrades or improvements to such facilities relating to the County's development or use of Increment 1.

5. Term. This Agreement shall take effect upon the close of the County's purchase of Increment 1 and shall have a one-year term that shall automatically renew every year subject to EMI's continued receipt of permits or receipt of a lease from the State Board of Land and Natural Resources ("BLNR") to collect surface water sources that feed the Ditch System. If the BLNR grants EMI a long-term lease, this Agreement may be terminated on no less than twelve (12) months prior notice and during that period the parties shall negotiate in good faith for a long-term replacement of this Agreement to be executed concurrently with the effective date of

the termination of this Agreement.

6. Right of Entry. A&B hereby grants the County, its employees, agents, consultants and contractors a right-of-entry onto the premises designated as Tax Map Key Nos. (2) 2-5-001:002 and (2) 2-5-002:001 for the following purposes: a) surveying, planning, design, construction, and access to perform any work necessary to complete the Pump Improvements; b) until such time that easements are granted to the County pursuant to Paragraph 7 below, access to the Ditch System and Reservoir 40, including the right to maintain, operate, repair, and replace the Pump Improvements, associated pipelines, and related equipment and appurtenances necessary or expedient for the proper maintenance, operation, or repair of the Pump Improvements and associated pipelines; and c) access to and use of A&B's existing storage cistem, the transmission ditch at the upper edge of Increment 1, the transmission ditch between Reservoir 40 and Increment 1, A&B's existing pump near the Ag Park Pump, and the 10" supply line between A&B's pump and Increment 1. The County shall indemnify and hold A&B harmless from and against all claims for property damage, personal injury, or wrongful death arising out of or in connection with this right of entry, to the extent that the County's liability for such damage, loss or injury has been determined by a court of competent jurisdiction or otherwise agreed to by the County, and further, to the extent the payment for such damage, loss or injury is permitted by law and approved by the Maui County Council.

7. Easements. Upon completion of the Pump Improvements and any other improvements on A&B's lands, the County shall have a licensed surveyor prepare easement maps for such improvements and for its access and operational purposes. At such time, A&B and the County shall execute and record such easements over A&B's lands as are necessary for the improvements, access and operational purposes and for the County to transport water from Reservoir 40 to the Existing Agricultural Park, the other properties, and Increment 1 for no consideration.

8. Agreement Limited to Increment 1. The additional 1.0 MGD of water delivered under this Agreement is for use only at Increment 1. Supply of irrigation water to future increments of the Upcountry Maui Agricultural Park is subject to further agreement between the parties. Except with respect to the relocation of the Ag Park Pump, this Agreement does not affect the terms and conditions of water delivery under the Existing Agreement.

9. Conditions on Commitments; Force Majeure. The commitments in this Agreement shall be subject to (a) such standards, limitations and conditions that the CWRM or the BLNR impose from time to time in connection with interim instream flow standards and the state water permits/lease for the East Maui streams, and (b) other actions, orders and decisions of CWRM, BLNR and other government agencies, the orders and judgments of courts of competent jurisdiction, and to all other conditions and events including droughts, as declared by the Director of the County Department of Water Supply, and natural disasters beyond the control of the parties.

10. Governing Law. This Agreement shall be governed by the laws of the State of Hawaii.

11. Severability. If any provision of this Agreement or the application thereof to any person or circumstance shall be invalid or unenforceable to any extent, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

12. Assignees and Successors. This Agreement shall inure to the benefit of and shall be binding upon the parties hereto and their respective successors and permitted assigns.

13. Amendments. This Agreement may not be amended unless mutually agreed to in writing and signed by the parties hereto.

14. Default. If party fails cure a default on its obligations under this Agreement within thirty days of notice of such default, the non-defaulting party may pursue any remedies available to it at law or in equity. The prevailing party in any action arising from or relating to this Agreement shall be entitled to an award of its reasonable attorneys' fees and costs.

15. No Third-Party Beneficiary. Except as may be expressly set forth herein, no third-party beneficiaries are intended to be created by this Agreement or by any of the terms hereof. No person or entity other than A&B or the County, their successors or assigns, shall be entitled to claim any rights under, or to enforce any of the provisions hereof.

16. Capacity. Pursuant to Section 18-215 of the Delaware Limited Liability Company Act, A&B established within itself Series T, to which its rights and obligations with respect to the Memorandum have been allocated. A&B enters into this Amendment on behalf of said Series T.

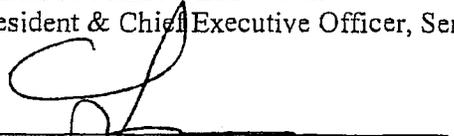
17. Counterparts. This Agreement may be executed in counterparts, and said execution shall have the same effect as if all parties executed the same original copy hereof.

[Rest of page left intentionally blank; signature pages follow.]

IN WITNESS WHEREOF, A&B and the County have executed this instrument the day and year first above written.

ALEXANDER & BALDWIN, LLC

By: 
CHRISTOPHER L. BENJAMIN
President & Chief Executive Officer, Series T

By: 
CHARLES W. LOOMIS
Assistant Secretary, Series T

COUNTY OF MAUI

By: Alan Arakawa
ALAN M. ARAKAWA
Its Mayor

APPROVAL RECOMMENDED:

Gladys C. Baissa
GLADYS C. BAISA
Director
Department of Water Supply

REVIEWED AS TO FORM AND
LEGALITY:

Jennifer M.P.E. Oana
JENNIFER M.P.E. OANA
Deputy Corporation Counsel
County of Maui

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

On this 14th day of September, 2018, before me personally appeared CHRISTOPHER J. BENJAMIN, 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 in the capacity shown, having been duly authorized to execute such instrument in such capacity.



(Official Stamp or Seal)

A handwritten signature in black ink, appearing to read "Ava N. Morgan", written over a horizontal line.

Name: Ava N. Morgan
Notary Public, State of Hawaii

My commission expires: 07/23/2020

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: UPCOUNTRY MAUI
AGRICULTURAL PARK WATER DELIVERY AGREEMENT

Doc. Date: September 14, 2018 or Undated at time of notarization

No. of Pages: 9

Jurisdiction: First Circuit
(in which notarial act is performed)

Signature of Notary

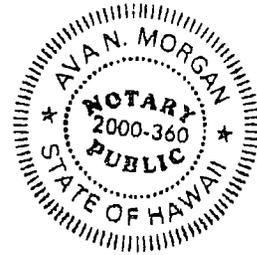
A handwritten signature in black ink, appearing to read "Ava N. Morgan", written over a horizontal line.

09/14/2018

Date of Notarization and
Certification Statement

Ava N. Morgan

Printed Name of Notary

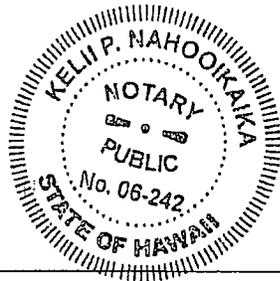


(Official Stamp or Seal)

STATE OF HAWAII)
)SS.
COUNTY OF MAUI)

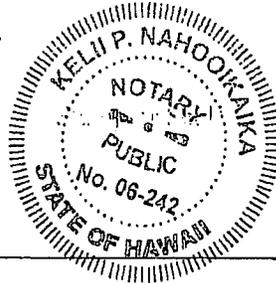
On this 14th day of September, 2018, before me personally appeared **ALAN M. ARAKAWA**, to me personally known, who being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the said County of Maui, and that the said instrument was signed and sealed on behalf of said County of Maui by authority of its Charter; and the said **ALAN M. ARAKAWA** acknowledged the said instrument to be the free act and deed of the said County of Maui.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



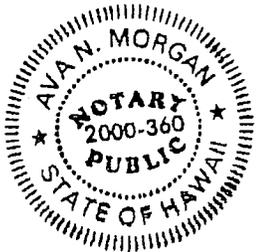
Kelii P. Nahooikaika
NOTARY PUBLIC, State of Hawaii.
Print Name: KELII P. NAHOOIKAIKA
My commission expires: 4-30-22

NOTARY PUBLIC CERTIFICATION	
Doc Date: <u>9.14.18</u>	#Pages: <u>9</u>
Notary Name: <u>KELII P. NAHOOIKAIKA</u>	Judicial Circuit: <u>2nd</u>
Doc. Description: <u>upcountry maui agricultural park water delivery agreement</u>	
Notary Signature: <u>Kelii P. Nahooikaika</u>	
Date: <u>9.14.18</u>	



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

On this 14th day of September, 2018, before me personally appeared CHARLES W. LOOMIS, 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 in the capacity shown, having been duly authorized to execute such instrument in such capacity.



(Official Stamp or Seal)

A handwritten signature in black ink, appearing to read "Ava N. Morgan", written over a horizontal line.

Name: Ava N. Morgan
Notary Public, State of Hawaii

My commission expires: 07/23/2020

NOTARY CERTIFICATION STATEMENT

Document Identification or Description: UPCOUNTRY MAUI
AGRICULTURAL PARK WATER DELIVERY AGREEMENT

Doc. Date: September 14, 2018 or Undated at time of notarization

No. of Pages: 9

Jurisdiction: First Circuit
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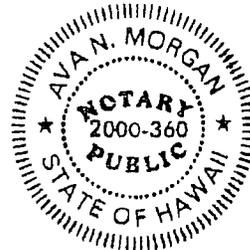
A handwritten signature in black ink, appearing to read "Ava N. Morgan", written over a horizontal line.

Signature of Notary

09/14/2018

Date of Notarization and
Certification Statement

Ava N. Morgan
Printed Name of Notary



(Official Stamp or Seal)