

**COUNCIL OF THE COUNTY OF MAUI**  
**BUDGET AND FINANCE COMMITTEE**

February 26, 2016

**Committee**  
**Report No.** \_\_\_\_\_

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

Chair and Members:

Your Budget and Finance Committee, having met on February 2, 2016, makes reference to County Communication 16-3, from the Director of Finance, transmitting a proposed resolution entitled "AUTHORIZING THE SECOND AMENDMENT TO LICENSE FOR THE 100-ACRE PARCEL IDENTIFIED AS TAX MAP KEY NUMBER (2) 3-6-002:004, PURSUANT TO SECTION 3.40.180, MAUI COUNTY CODE."

The purpose of the proposed resolution is to grant Alexander & Baldwin, LLC, a nine-month extension of its License Agreement with the County, dated December 28, 2012, to complete the harvest of its existing sugar cane crop on 100 acres in Waikapu, Maui, now identified for real property tax purposes as tax map key (2) 3-6-002:004.

By correspondence dated January 20, 2016, the Director of Finance transmitted a revised proposed resolution, approved as to form and legality. The revised proposed resolution attaches the License Agreement, First Amendment to License dated March 14, 2014, and proposed Second Amendment to License, and extends the term of the agreement until September 30, 2016. All other terms of the License Agreement, as amended, remain unchanged.

The Deputy Director of Finance said the extension is needed because inclement weather caused a delay in the growth and harvesting of the sugar cane crop on the property.

Your Committee supported the extension of time to allow the sugar cane crop on the property to be harvested. Your Committee recommended the revised proposed resolution be further revised to allow Alexander & Baldwin, LLC, to occupy the property until December 31,

**COUNCIL OF THE COUNTY OF MAUI**  
**BUDGET AND FINANCE COMMITTEE**

Page 2

**Committee**  
**Report No. \_\_\_\_\_**

2016, or sooner, if the full period is not needed, provided the notice required by the Second Amendment to License is given.

Your Committee voted 5-0 to recommend adoption of the revised proposed resolution, incorporating your Committee's revision. Committee Chair Hokama and members Baisa, Carroll, Couch, and Crivello voted "aye." Committee Vice-Chair White and members Cochran, Guzman, and Victorino were excused.

Your Committee voted 6-0 to recommend filing of the communication. Committee Chair Hokama and members Baisa, Carroll, Couch, Crivello, and Guzman voted "aye." Committee Vice-Chair White and members Cochran and Victorino were excused.

Your Committee is in receipt of a further revised proposed resolution, approved as to form and legality by the Department of the Corporation Counsel, incorporating your Committee's recommended revision and nonsubstantive revisions.

Your Budget and Finance Committee RECOMMENDS the following:

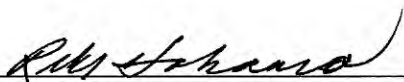
1. That Resolution \_\_\_\_\_, as revised herein and attached hereto, entitled "AUTHORIZING THE SECOND AMENDMENT TO LICENSE FOR THE 100-ACRE PARCEL IDENTIFIED AS TAX MAP KEY NUMBER (2) 3-6-002:004, PURSUANT TO SECTION 3.40.180, MAUI COUNTY CODE," be ADOPTED; and
2. That County Communication 16-3 be FILED.

COUNCIL OF THE COUNTY OF MAUI  
**BUDGET AND FINANCE COMMITTEE**

Page 3

**Committee**  
**Report No.** \_\_\_\_\_

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

  
\_\_\_\_\_  
RIKI HOKAMA, Chair

bf:cr:16061aa:mmy/cmn

# Resolution

No. \_\_\_\_\_

AUTHORIZING THE SECOND AMENDMENT TO LICENSE FOR THE 100-ACRE PARCEL IDENTIFIED AS TAX MAP KEY NUMBER (2) 3-6-002:004, PURSUANT TO SECTION 3.40.180, MAUI COUNTY CODE

WHEREAS, the County of Maui and Alexander & Baldwin, LLC ("A&B"), entered into that License Agreement dated December 28, 2012, attached hereto as Exhibit "1", and by reference made a part of hereof, for a portion of the area identified as Tax Map Key No. (2) 3-6-002:003; and

WHEREAS, the Property has been subdivided from the larger parcel and is now identified as Tax Map Key No. (2) 3-6-002:004 ("Property"); and

WHEREAS, the License Agreement was amended by the First Amendment to License dated March 14, 2014, attached hereto as Exhibit "2", to allow A&B additional time to remove its existing crop from the Property; and

WHEREAS, due to weather issues, A&B now requests additional time to complete the harvest of its existing sugar cane crop on the Property; and

Resolution No. \_\_\_\_\_

WHEREAS, in accordance with Section 3.40. 180, Maui County Code, the term of the License Agreement was for a period of twelve months, with any extension of tenancy requiring approval by the Council of the County of Maui; and

WHEREAS, the County of Maui and A&B desire to extend A&B's tenancy until December 31, 2016, or sooner, if the full period is not needed, provided the notice required by the Second Amendment to License is given;

WHEREAS, the Second Amendment to License, attached hereto as Exhibit "3" and by reference made a part hereof, extends the License until December 31, 2016, or sooner, if the full period is not needed; now, therefore,

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

1. That it hereby approves the extension of tenancy to Alexander & Baldwin, LLC; and

2. That it does hereby authorize the Mayor, or the Mayor's duly authorized representative, to execute any documents necessary in furtherance of this resolution; and

Resolution No. \_\_\_\_\_

That certified copies of this resolution be transmitted to the Mayor, the Director of Finance, and Alexander & Baldwin, LLC.

APPROVED AS TO FORM  
AND LEGALITY:



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JEFFREY LEOKA  
Deputy Corporation Counsel  
County of Maui  
2014-0752 & 2014-3082  
BF-61 2016-02-05 A&B License Resolution

## LICENSE AGREEMENT

(100 acres)

**THIS LICENSE AGREEMENT** is dated **December 28, 2012**, and is by and between the **COUNTY OF MAUI**, a political subdivision of the State of Hawaii with its principal office and mailing address at 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter called "**Licensor**" and **ALEXANDER & BALDWIN, LLC**, a Hawaii limited liability company, through its division Hawaiian Commercial & Sugar Company, whose post office address is P. O.Box 266, Puunene, Maui, Hawaii 96784, hereinafter called "**Licensee**".

Licensor hereby exclusively licenses to Licensee that certain property situate at Kahului, Maui, Hawaii, being identified as a portion of Tax Map Key No. (2) 3-6-002-003, comprising a total of approximately **100** acres, as generally shown on the map attached hereto as Exhibit "A" and made a part hereof (the "**Premises**"), together with access thereto, upon and subject to all of the terms and conditions set forth in this Agreement, and subject to all encumbrances affecting the Premises.

1. **Term.** This Agreement shall be a month to month tenancy, with a term commencing as of the date of this Agreement and continuing for a period that shall not exceed a period of one year, provided that Licensor may terminate this license at any time by giving Licensee thirty (30) days prior written notice of such termination.

In the event that Licensee violates any of the terms of this Agreement, Licensor may terminate this license if, after receiving written notice of a default of this agreement, Licensee fails to cure the breach within thirty (30) days, or if the breach cannot be cured within thirty (30) days, Licensee fails to commence action to cure the breach within thirty (30) days and thereafter, fails to diligently act to complete the cure of the default.

Licensee may terminate this license at any time by giving Licensor thirty (30) days prior written notice of such termination.

No extension of the term shall be permitted without the approval by Resolution of the Council of the County of Maui.

2. **License Fees.** Licensee shall pay a license fee ("rent") without notice or demand, at the rate of **ONE THOUSAND TWO HUNDRED FIFTY AND NO/100 DOLLARS (\$1,250.00)** per month, payable on the 1<sup>st</sup> day of each and every calendar month during the continuance of this license at the principal place of business of Licensor or such other place designated by Licensor, without notice or demand therefor and without any deduction or offset whatsoever.

3. **Real Property Taxes and Assessments.** Licensee shall also, when and as the same become due and payable, pay all taxes and all other assessments and outgoings of any nature whatsoever to which the Premises, or Licensor or Licensee in respect thereof, are now or may during the term of this license become liable, regardless of whether the said taxes, assessments and outgoings are or shall be assessed to or be payable or dischargeable by law by either Licensor or Licensee; provided, however, that with respect to any assessment made under any betterment or improvement law which may be payable in installments, Licensee shall be required to pay only such installments of principal, together with interest on unpaid balances thereof, as shall become due and payable during the term of this license or any party thereof. As to any portions of the Premises which are not separately assessed, Licensee shall reimburse to Licensor, within ten (10) days after Licensor's request therefor, the pro rata amount of said taxes, assessments and outgoings which are attributable to the Premises. Licensee shall be responsible for the payment of any conveyance tax due on this license. Licensee shall pay directly, before the same become delinquent, all charges, duties, rates and other outgoings of every description to which the Premises, or Licensor or Licensee in respect thereof may during the existence of this license be assessed or become liable for electricity, gas, refuse collection, telephone, sewage disposal, water or any other utilities or services or any connections or meters therefor, whether assessed to or payable by Licensor or Licensee, and which are incurred because of Licensee's use or occupancy of the Premises.

4. **General Excise Taxes.** All rent and other amounts payable under this license shall be net above taxes, assessments and charges of any kind otherwise payable by Licensee; and Licensee shall also pay (in addition to rent, taxes, assessments and charges) an amount which, when added to the rent and other reimbursements payable under this license, shall yield to Licensor after the deduction of all Hawaii general excise taxes and any other taxes imposed under any other law on account of the receipt, actual or constructive, by Licensor of the rent and reimbursements payable under this license, a net amount equal to that which Licensor would have realized from such rent and reimbursements had no such taxes been imposed. During such time as the Hawaii General Excise Tax remains at its present rate of four percent (4%) and no other taxes are imposed upon the receipt by Licensor of the rent and other reimbursements due hereunder, such additional amount will be equal to 4.166% of the rent and reimbursements payable under this license.

5. **Use.** Licensee shall at all times use the Premises solely for cultivating and harvesting sugar cane. Licensee will use the Premises for no other purposes without the prior written consent of Licensor, which consent may be granted or withheld in Licensor's sole discretion.

6. **Maintaining the Premises.** Licensee shall, at its own expense, keep the Premises in good, clean, and sanitary order, condition and repair, reasonable wear and tear excepted.



7. **Insurance.** Licensee shall procure at its own cost and expense and keep in force during the entire term of this license, a policy of general comprehensive liability insurance, in form and with such insurance company or companies as shall be approved by Licensor, with such reasonable minimum limits as shall be prescribed by Licensor, in its sole discretion, from time to time but initially with combined single limits for bodily injury and property damage of not less than \$5,000,000 in any one occurrence. Such policy or policies shall cover occurrences arising out of the use, occupancy, misuse or condition of the Premises, improvements thereon, Licensor's adjacent property and other adjoining and nearby areas, name Licensor as an additional insured on a primary basis, be deposited with Licensor, require the insurer to give Licensor at least thirty (30) days' written notice of its intention to cancel, terminate or amend the policy or policies in any material respect, and contain a waiver by the insurer of any right of subrogation to any right of Licensor or Licensee against them or any person acting under them. Licensee's insurance will be deemed primary in the event of loss or damage. Licensee waives all rights of recovery against Licensor to the extent any losses, claims or damages are (i) covered by any policy of insurance available to Licensee and/or (ii) not covered by Licensee's insurance because of deductibles, the inadequacy of policy limits, policy limitations or exclusions, or failure to maintain or preserve coverage as required by this license or by policy terms.

8. **No Representation or Warranties.** Licensor has not made and will not make, any representation or warranty, implied or otherwise, with respect to the condition of the Premises, including but not limited to (a) any express or implied warranty of merchantability or fitness for any particular purpose or (b) any dangerous or defective conditions existing upon the Premises, whether or not such conditions are known to Licensor or reasonably discoverable by Licensee. Licensee accepts the Premises in completely "as is" condition, with full assumption of the risks, and consequences of such conditions. All property, vehicles, approved improvements and equipment of Licensee shall be kept, placed or stored at the sole risk of Licensee, and Licensor shall not be responsible or liable for any damage thereto or loss of theft thereof.

9. **Compliance with Laws.** Licensee shall not make or suffer any unlawful, improper, or offensive use of the Premises. Licensee will comply with all laws and ordinances and governmental rules and regulations, including but not limited to obtaining, at its sole cost and expense, all governmental permits necessary for its use of the Premises.

10. **Nearby Agricultural Activities.** Licensor acknowledges that the growing, harvesting and processing of sugar cane on the Premises may from time to time produce or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "Agricultural By-Products") and that the creation of Agricultural By-Products shall not constitute an improper or offensive use of the Premises or a nuisance.

11. **No Liens.** Licensee shall not commit or suffer any act or neglect whereby the Premises or the estate of Licensee in the same, shall at any time become subject to any attachment, lien, charge or encumbrance whatsoever and shall, indemnify, defend and hold harmless Licensor from and against all liens, charges and encumbrances and all expenses resulting therefrom, including reasonable attorneys' fees, it being hereby expressly agreed that Licensee shall have no authority, express or implied, to create any lien, charge or encumbrance upon the Premises.

12. **Indemnification.** Licensee shall indemnify, defend and hold harmless Licensor from and against all actions, suits, investigations, governmental proceedings damages and claims filed against Licensor, and for all costs and expenses (including attorneys' fees) incurred by Licensor, by whomsoever brought or made by reason of or arising out of (a) the issuance of this license to Licensee, or (b) any act or omission of Licensee or any person claiming by, through or under Licensee, or (c) any mishap, fire, casualty or nuisance occurring or made on the Premises or adjacent property, or (d) the use or occupancy of the Premises by Licensee, the general public or Licensee's invitees, permittees, employees, agents or contractors, or (e) Licensee's breach of any of the terms or conditions of this Agreement.

13. **Hazardous Materials.** Licensee shall at all times, at its own cost and expense, comply with all federal, state and local laws, ordinances, regulations and standards relating to the use, analysis, production storage, sale, disposal or transportation of any hazardous materials, including oil or petroleum products or their derivatives, solvents, PCB's, explosive substances, asbestos, radioactive materials or waste, and any other toxic, ignitable, reactive, corrosive, contaminating or polluting materials which are now or in the future subject to any governmental regulation (hereinafter collectively referred to as "hazardous substances"). Prior to commencing use of the Premises for any activity involving the storage, use, or distribution of (a) any hazardous substance, or (b) products or materials which (i) includes any hazardous substance as a component and (ii) which, if an accident occurred, might result in the release or discharge of any hazardous substance, Licensee shall give written notice of such proposed use to Licensor. Such notice shall set forth (a) the proposed use and the hazardous substance involved, (b) a hazardous substance management plan describing the actions taken or proposed to be taken by Licensee to assure Licensee's compliance with the requirements of this license, and (c) evidence of insurance or other financial resources available to Licensee sufficient to assure Licensee's ability to comply with its obligations. Upon the expiration or earlier termination or revocation of this license, Licensee shall (a) cause all hazardous substances previously owned, stored, or used by Licensee to be removed from the Premises and disposed of in accordance with applicable provisions of law; (b) remove any storage tanks or containers installed or used by Licensee to store any hazardous substances and repair any damage caused by such removal; (c) cause any soil or other portion of the Premises which has become contaminated by any hazardous substances stored or used by Licensee to be decontaminated, detoxified or otherwise cleaned up in accordance with the requirements of cognizant governmental authorities; and (d) surrender possession of the Premises to Licensor free of the presence or effects of any hazardous substances

generated or used by Licensee in, on, or about the Premises during the term of this license. Licensee shall indemnify and hold harmless Licensor from and against any and all claims relating to hazardous materials arising from this license. The obligations of Licensee under this section shall survive the expiration or earlier termination of the License without limitation.

14. **Litigation.** In case Licensor is without any fault on its part made a party to any litigation, investigation or governmental proceeding (other than condemnation proceedings) commenced by or against Licensee and arising out of Licensee's operations on the Premises, then Licensee shall and will pay all costs, expenses, damages and reasonable attorneys' fees incurred by or imposed on Licensor by or in connection with such litigation, investigation or governmental proceeding. Licensee shall pay all costs, expenses and reasonable attorneys' fees which may be incurred or paid by Licensor in enforcing any covenant and agreement of this license which may be breached by Licensee, including, without limitation, costs of collection of rent, taxes and other charges.

15. **Assignment.** Licensee shall not directly or indirectly, by operation of law or otherwise, assign, mortgage or encumber this license or sublicense the whole or any portion of the Premises. Any merger, consolidation or liquidation of Licensee or any change in the ownership of or power to vote the majority of Licensee's outstanding voting stock shall constitute an assignment of this license for purposes of this paragraph. Any assignment, mortgage, encumbrance or sublicense made without such consent shall be null and void and shall constitute an event of default by Licensee under this Agreement. No assignment of this license shall release or be deemed to relieve Licensee from the full and faithful performance of any terms and conditions in this Agreement contained and on Licensee's part to be observed and performed, or from any liability for the nonobservance or nonperformance thereof, nor be deemed to constitute a waiver of any rights of Licensor hereunder.

16. **Surrender Upon Termination.** Upon the termination, surrender or expiration of this license, Licensee shall peaceably surrender the Premises to Licensor in good, clean and sanitary condition, order and repair (reasonable wear and tear excepted), and shall restore the land as nearly as is reasonably possible to its condition immediately prior to the planting of the last crop on the Premises.

17. **Condemnation.** In the event at any time during the existence of this license the Premises shall be taken or condemned by any duly constituted authority exercising the right of eminent domain, then and in every such case the estate and interest of Licensee in the Premises so taken shall cease and be determined as of the date possession shall be taken and Licensee shall not by reason of such condemnation be entitled to any claim either against Licensor or others for compensation or indemnity and all compensation payable or to be paid by reason of any such condemnation shall be payable to and be the sole property of Licensor, and Licensee shall have no interest in or claim to such compensation or any part or parts thereof whatsoever; provided, however, that in the event any improvements erected or made by Licensee shall be

condemned and taken, then and in that event all compensation payable for such improvements shall accrue to Licensee.

18. **Late Fees.** In the event Licensee fails to pay any installment of rent, additional rent or other charges hereunder as and when such installment is due, to help defray the additional cost to Licensor for processing such late payments, Licensee shall pay to Licensor a late charge in an amount equal to five percent (5%) of such installment. The failure to pay such amount within ten (10) days after demand therefor shall be an event of default hereunder. The provision for such late charge shall be in addition to all of Licensor's other rights and remedies hereunder or at law and shall not be construed as liquidated damages or as limiting Licensor's remedies in any manner.

19. **Interest on Past Due Amounts.** All amounts which shall become due and payable under this Agreement from Licensee to Licensor shall bear interest payable to Licensor at the rate of one percent (1%) per month from the due date or dates until paid in full; provided that this paragraph shall not be construed to authorize delay in payment of any amounts becoming due hereunder.

20. **Notice.** Any notice or demand to be given to or served upon either Licensor or Licensee in connection with this Agreement shall be deemed to have been sufficiently given or served for all purposes by being sent as registered or certified mail, postage prepaid, addressed to the parties at the respective addresses set forth in the introductory paragraph of this Agreement, or at such other address as a party may from time to time designate in writing to the other party, and any such notice or demand shall be deemed conclusively to have been given or served upon the earlier to occur of the actual date of delivery or three business days after the date of mailing.

21. **No Waiver.** Licensor's acceptance of rent or any other sums paid under this Agreement shall not be deemed to be a waiver by Licensor of any breach by Licensee of any term, covenant or condition of this Agreement herein contained, or of Licensor's right to declare and enforce a forfeiture for any such breach. The failure of Licensor to insist upon strict performance of any of the terms, covenants and conditions of this Agreement, or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such terms, covenants, conditions or option, but the same shall be and remain in full force and effect. The term "Licensor" in these presents shall include Licensor, its successors and assigns and the term "Licensee" shall include Licensee, its successors and assigns.

22. **Neither Party Deemed to be the Drafter.** All provisions of this Agreement have been negotiated by Licensor and Licensee at arm's length and with the opportunity for full representation of their respective legal counsel and neither party shall be deemed to be the drafter of this Agreement. If this Agreement is ever construed by a court of law, such court shall not construe this Agreement or any provision of this Agreement against either party as the drafter of the Agreement.

23. **Counterparts.** This Agreement may be executed in one or more counterparts, and all of the counterparts shall constitute but one and the same agreement, notwithstanding that all parties hereto are not signatory to the same or original counterpart.

24. **No Other Agreements.** This Agreement supersedes all prior written or oral agreements between the parties hereto, all of which earlier agreements are hereby terminated.

**Signatures begin on the following page.**

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto as of the day and year first above written.

COUNTY OF MAUI

By: Alan Arakawa  
ALAN M. ARAKAWA  
Its: Mayor

By: Daniilo F. Agsalog  
SANANDA K. BAZ FOR DANILO F. AGSALOG  
Its: Director of Finance

"Licensor"

ALEXANDER & BALDWIN, LLC  
a Hawaii limited liability company

By: Nelson N.S. Chin  
NELSON N.S. CHIN  
Its SENIOR VICE PRESIDENT

By: Charles W. Loomis  
CHARLES W. LOOMIS  
Its ASST SECRETARY

"Licensee"


APPROVED AS TO FORM  
AND LEGALITY

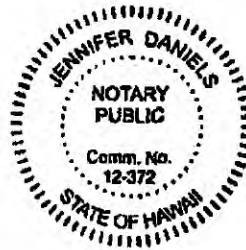
Jeffrey Ueoka  
JEFFREY UEOKA

Deputy Corporation Counsel  
County of Maui

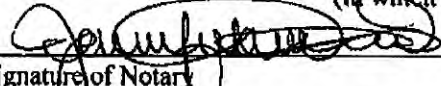
STATE OF HAWAII )  
 ) SS:  
COUNTY OF MAUI )

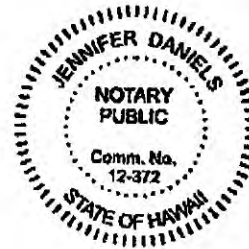
On this 19 day of December, 2012, before me personally appeared ALAN M. ARAKAWA, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the County of Maui, a political subdivision of the State of Hawaii, and executed the foregoing as his free act and deed, and in the capacity shown, having been duly authorized to execute such instrument in such capacity.

  
\_\_\_\_\_  
Notary Public, State of Hawaii  
Printed Name: JENNIFER DANIELS  
My commission expires: 11/11/2016



(Official Stamp or Seal)

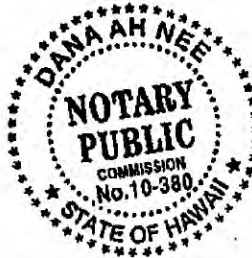
NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: Real Property Purchase and Sale Agreement	
Doc. Date: _____	or <input checked="" type="checkbox"/> Undated at time of notarization.
No. of Pages: <u>12</u>	Jurisdiction: _____ Circuit (in which notarial act is performed)
 _____ Signature of Notary	<u>12/19/2012</u> _____ Date of Notarization and Certification Statement
<u>JENNIFER DANIELS</u> Printed Name of Notary	(Official Stamp or Seal)



STATE OF HAWAII )  
 ) SS:  
COUNTY OF MAUI )

On this 19<sup>th</sup> day of December, 2012, before me personally appeared SANANDA K. BAZ, to me personally known, who, being by me duly sworn, did say that he is the Acting 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.

Dana Ahnee  
Notary Public, State of Hawaii  
Printed Name: DANA AH NEE  
My commission expires: NOV 14 2014



(Official Stamp or Seal)

<u>NOTARY CERTIFICATION STATEMENT</u>	
Document Identification or Description: Real Property Purchase and Sale Agreement	
Doc. Date: _____	or <input checked="" type="checkbox"/> Undated at time of notarization.
No. of Pages: <u>12</u>	Jurisdiction: <u>2<sup>nd</sup></u> Circuit (in which notarial act is performed)
<u>Dana Ahnee</u> Signature of Notary	<u>DEC 19 2012</u> Date of Notarization and Certification Statement
<u>DANA AH NEE</u> Printed Name of Notary	(Official Stamp or Seal)





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

On this 12th day of December, 2012, 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.

Aileen S. Miyahara  
Notary Public, State of Hawaii  
Printed Name: AILEEN S. MIYAHARA  
My commission expires: 7/15/14



(Official Stamp or Seal)

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: Real Property Purchase and Sale Agreement	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>12 +</u> <u>exhibit</u>	Jurisdiction: First Circuit (in which notarial act is performed)
<u>Aileen S. Miyahara</u> Signature of Notary	<u>12/12/12</u> Date of Notarization and Certification Statement
<u>AILEEN S. MIYAHARA</u> Printed Name of Notary	



(Official Stamp or Seal)

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

On this 12th day of December, 2012, 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 if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

Aileen S. Miyahara  
Notary Public, State of Hawaii

Printed Name: AILEEN S. MIYAHARA

My commission expires: 7/15/14



(Official Stamp or Seal)

<b>NOTARY CERTIFICATION STATEMENT</b>	
Document Identification or Description: Real Property Purchase and Sale Agreement	
Doc. Date: _____ or <input checked="" type="checkbox"/> Undated at time of notarization.	
No. of Pages: <u>12 +</u> <u>EXHIBIT</u>	Jurisdiction: First Circuit (in which notarial act is performed)
<u>Aileen S. Miyahara</u> Signature of Notary	<u>12/12/12</u> Date of Notarization and Certification Statement
<u>AILEEN S. MIYAHARA</u> Printed Name of Notary	



(Official Stamp or Seal)

! ! ! ! ! ! ! ! ! ! ! !

LAND COURT SYSTEM

REGULAR SYSTEM

Return by Mail ( ) Pickup ( ) To:

Department of Finance  
County of Maui  
200 South High Street  
Wailuku, Maui, HI 96793

Affects TMK: (2) 3-6-002:004

Pages 8

FIRST AMENDMENT TO LICENSE

(100 acres)

THIS FIRST AMENDMENT TO LICENSE made this 14<sup>th</sup> day of March, 2014, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "Licensor", and ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, through its division Hawaiian Commercial & Sugar Company, whose mailing address is Post Office Box 266, Puunene, Maui, Hawaii 96784, hereinafter referred to as the "Licensee";

EXHIBIT " 2 "

W I T N E S S E T H:

WHEREAS, Lessor and Lessee entered into that certain License dated December 28, 2012, for a 100-acre portion of the real property identified as Tax Map Key Number: (2) 3-6-002:003, hereinafter referred to as the "License"; and

WHEREAS, the Property has been subdivided from the larger parcel and is now identified as TMK (2) 3-6-002:004; and

WHEREAS, Licensor and Licensee desire to amend said License to extend the term of the License for a two (2) year period; NOW, THEREFORE,

Licensor, for and in consideration of Lessee's covenants and agreements set forth herein, does hereby agree to amend said License as follows:

1. Paragraph 1 is amended in its entirety to read as follows:

"1. Term. This License shall commence upon execution and shall expire on December 27, 2015.


In the event that Licensee violates any of the terms of this Agreement, Licensor may terminate this License if, after receiving written notice of a default of this Agreement, Licensee fails to cure the breach within thirty (30) days, or if the breach cannot be cured within thirty (30) days, Licensee fails to commence action to cure the breach within thirty (30) days and thereafter, fails to diligently act to complete the cure of the default."

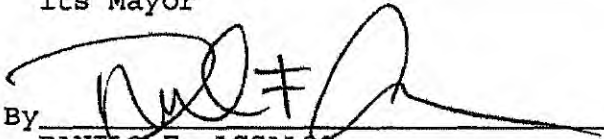
2. All other terms, conditions, provisions, and covenants of said License not modified by this First Amendment, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date set forth above.

LESSOR:

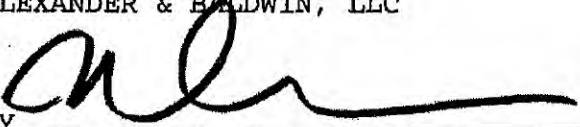
COUNTY OF MAUI

By   
ALAN M. ARAKAWA  
Its Mayor

By   
DANILO F. AGSALOG  
Its Director of Finance

LESSEE:

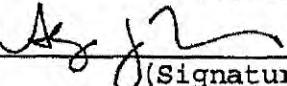
ALEXANDER & BALDWIN, LLC

By   
(Signature)

NELSON N.S. CHUN

(Print Name)

Its SENIOR VICE PRESIDENT  
(Title)

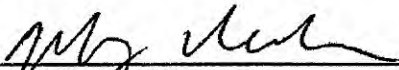
By   
(Signature)

ALYSON J. NAKAMURA

(Print Name)

Its SECRETARY  
(Title)

APPROVED AS TO FORM  
AND LEGALITY:



JEFFREY DEOKA  
Deputy Corporation Counsel  
County of Maui

S:\ALL\JTU\PARKS\Waikapu 100 Acres\_A&B License\_First Amendment.wpd

STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this 14<sup>th</sup> day of March, 2014, 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.

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



Michelle L. Esteban

Notary Public, State of Hawaii

Print Name: MICHELLE L. ESTEBAN

My commission expires: 8-14-2015

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>3/14/2014</u>	# Pages: <u>8</u>
Notary Name:	<u>MICHELLE L. ESTEBAN</u>	Judicial Circuit: <u>2nd</u>
Doc. Description:	<u>First Amendment to License (100 Acres) between the County of Maui and Alexander &amp; Baldwin, LLC</u>	
Notary Signature:	<u>Michelle L. Esteban</u>	
Date:	<u>3/14/2014</u>	



STATE OF HAWAII        )  
                                  ) SS.  
COUNTY OF MAUI        )

On this 10<sup>th</sup> day of March, 2014, before me appeared **DANILO F. AGSALOG**, to me personally known, who being by me duly sworn, did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and 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 9-18 of the Charter of the County of Maui; and the said **DANILO F. AGSALOG** acknowledged the said instrument to be the free act and deed of said County of Maui.

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



*Dana Ah Nee*

Notary Public, State of Hawaii

Print Name: DANA AH NEE

My commission expires: NOV 14 2014

NOTARY PUBLIC CERTIFICATION			
Doc. Date:	<u>undated at time of notary</u>	# Pages:	<u>8</u>
Notary Name:	<u>DANA AH NEE</u>	Judicial Circuit:	<u>2nd</u>
Doc. Description:	<u>First Amendment to license (100 Acres) between County of Maui and Alexander + Baldwin, LLC, TRK: (2) 3-6-002:004</u>		
Notary Signature:	<u>Dana Ah Nee</u>		
Date:	<u>MAR 10 2014</u>		

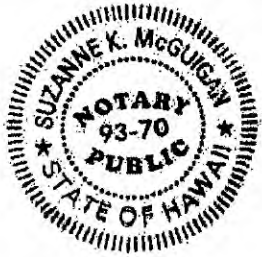




STATE OF HAWAII )  
 ) SS.  
CITY & COUNTY of HONOLULU )

On this 4th day of March, 2014, 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.

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



Suzanne K. McGuigan  
Notary Public, State of Hawaii

Print Name: Suzanne K. McGuigan

My commission expires: 2/18/2017

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>not dated at time of notarization</u>	# Pages: <u>8</u>
Notary Name:	<u>Suzanne K. McGuigan</u>	Judicial Circuit: _____
Doc. Description:	<u>First Amendment to License</u> <u>(2)3-6-002-004</u>	
Notary Signature:	<u>Suzanne K. McGuigan</u>	
Date:	<u>March 4, 2014</u>	



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

On this 4<sup>th</sup> day of March, 2014, 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.

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



Suzanne K. McGuigan  
Notary Public, State of Hawaii

Print Name: Suzanne K. McGuigan

My commission expires: 2/18/2017

NOTARY PUBLIC CERTIFICATION		
Doc. Date:	<u>not dated at time of notarization</u>	# Pages: <u>8</u>
Notary Name:	<u>Suzanne K. McGuigan</u>	Judicial Circuit: <u>Suzanne K. McGuigan</u>
Doc. Description:	<u>First Amendment to License</u> <u>(2)3-6-002-004</u>	
Notary Signature:	<u>Suzanne K. McGuigan</u>	
Date:	<u>March 4, 2014</u>	



SECOND AMENDMENT TO LICENSE  
(100 acres)

THIS SECOND AMENDMENT TO LICENSE made this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF MAUI, a political subdivision of the State of Hawaii, whose address is 200 South High Street, Wailuku, Maui, Hawaii 96793, hereinafter referred to as the "Licensor", and ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, through its division Hawaiian Commercial & Sugar Company, whose mailing address is Post Office Box 266, Puunene, Maui, Hawaii 96784, hereinafter referred to as the "Licensee";

WITNESSETH:

WHEREAS, Lessor and Lessee entered into that certain License dated December 28, 2012, for a 100-acre portion of the real property identified as Tax Map Key Number: (2) 3-6-002:003, hereinafter referred to as the "License"; and

WHEREAS, the Property has been subdivided from the larger parcel and is now identified as TMK (2) 3-6-002:004; and

WHEREAS, License was amended as evidence by the certain First Amendment to License dated March 14, 2014; and

WHEREAS, Licensor and Licensee desire to amend said License to extend the term of the License until December 31, 2016, or sooner if the full period is not needed, NOW, THEREFORE,

Licensor, for and in consideration of Lessee's covenants and agreements set forth herein, does hereby agree to amend said License as follows:

EXHIBIT " 3 "

1. Paragraph 1 is amended in its entirety to read as follows:

“1. Term. This License shall commence upon execution and shall expire on December 31, 2016, provided that Licensee may terminate this License prior to December 31, 2016 by providing at least 30 days prior notice. In the event that Licensee violates any of the terms of this Agreement, Licenser may terminate this License if, after receiving written notice of a default of this Agreement, Licensee fails to cure the breach within thirty (30) days, Licensee fails to commence action to cure the breach within thirty (30) days and thereafter, fails to diligently act to complete the cure of the default.”

2. All other terms, conditions, provisions, and covenants of said License not modified by this Second Amendment, shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed on the date set forth above.

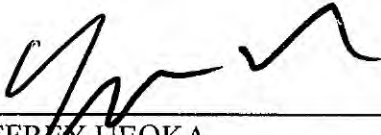
LESSOR:

COUNTY OF MAUI

By \_\_\_\_\_  
ALAN M. ARAKAWA  
Its Mayor

By \_\_\_\_\_  
DANILO F. AGSALOG  
Its Director of Finance

APPROVED AS TO FORM  
AND LEGALITY:



\_\_\_\_\_  
JEFFREY UEOKA  
Deputy Corporation Counsel  
County of Maui

LESSEE:

ALEXANDER & BALDWIN, LLC

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

By \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Print Name)

Its \_\_\_\_\_  
(Title)

STATE OF HAWAII        )  
                                  )     SS.  
COUNTY OF MAUI        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, 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.

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

\_\_\_\_\_  
Notary Public, State of Hawaii  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

<b>NOTARY PUBLIC CERTIFICATION</b>	
Doc Date: _____	#Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	

STATE OF HAWAII        )  
                                  )        SS.  
COUNTY OF MAUI        )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me appeared DANILO F. AGSALOG, to me personally known, who being by me duly sworn did say that he is the Director of Finance of the County of Maui, a political subdivision of the State of Hawaii, and that the seal affixed to the foregoing instrument is the lawful seal of the County of Maui, and that said instrument was signed and sealed on behalf of the County of Maui pursuant to Sections 8-4.3 and 9-18 of the Charter of the County of Maui; and said DANILO F. AGSALOG acknowledged the said instrument to be the free act and deed of the County of Maui.

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

\_\_\_\_\_  
Notary Public, State of Hawaii  
Print Name: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

<b>NOTARY PUBLIC CERTIFICATION</b>	
Doc Date: _____	#Pages: _____
Notary Name: _____	Judicial Circuit: _____
Doc. Description: _____ _____ _____	
Notary Signature: _____	
Date: _____	



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

On this \_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATION**

Doc Date: \_\_\_\_\_ #Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Judicial Circuit: \_\_\_\_\_

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notary Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me personally appeared \_\_\_\_\_, to me personally known, who, being by me duly sworn or affirmed, did say that such person executed the foregoing instrument as the free act and deed of such person, and if applicable, in the capacity shown, having been duly authorized to execute such instrument in such capacity.

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

\_\_\_\_\_  
Notary Public, State of Hawaii

Print Name: \_\_\_\_\_

My commission expires: \_\_\_\_\_

**NOTARY PUBLIC CERTIFICATION**

Doc Date: \_\_\_\_\_ #Pages: \_\_\_\_\_

Notary Name: \_\_\_\_\_ Judicial Circuit: \_\_\_\_\_

Doc. Description: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Notary Signature: \_\_\_\_\_

Date: \_\_\_\_\_