

**COUNCIL OF THE COUNTY OF MAUI**

**POLICY, ECONOMIC DEVELOPMENT,  
AND AGRICULTURE COMMITTEE**

August 24, 2018

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

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

Chair and Members:

Your Policy, Economic Development, and Agriculture Committee, having met on July 30, 2018, makes reference to County Communication 18-117, from the Prosecuting Attorney, transmitting a proposed resolution entitled "AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 2103 WELLS STREET, WAILUKU, MAUI, HAWAII, AND APARTMENTS A, B AND C OF THE UEOKA BUILDING CONDOMINIUM."

The purpose of the proposed resolution is to authorize the acquisition of the Ueoka Building Condominium, including Apartments A, B, and C, located at 2103 Wells Street, Wailuku, Maui, Hawaii ("Ueoka Property"), consisting of approximately 10,718 square feet, and identified for real property tax purposes as tax map keys (2) 3-4-008:0001, 0002, and 0003, from Makawao Management LLC, for \$1,600,000.

By correspondence dated April 18, 2018, the Department of the Corporation Counsel transmitted a revised proposed resolution to correct the tax map key numbers to read "(2) 3-4-008:048, CPR 0001 (Apartment A), (2) 3-4-008:048, CPR 0002 (Apartment B), and (2) 3-4-008:048, CPR 0003 (Apartment C)."

Your Committee notes your Budget and Finance Committee previously reported on this matter through Committee Report 18-79, which recommended that County Communication 18-117 be referred to your Committee. At its meeting of May 18, 2018, the Council adopted the recommendations in Committee Report 18-79, as amended.

The Director of Finance said his Department reviewed the preliminary title report for the Ueoka Property, as prepared by Title

**COUNCIL OF THE COUNTY OF MAUI**

**POLICY, ECONOMIC DEVELOPMENT,  
AND AGRICULTURE COMMITTEE**

Page 2

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

Guaranty Hawaii, Inc. ("Title Guaranty"). He said the preliminary report revealed no issues with the property's title.

The Director said an exchange involving the Ueoka Property and a property in Waikapu occurred in 1903 involving two parties, C. Brewer and Company and Keelen. As a result, Title Guaranty can ensure clear title for the Waikapu property up to 1879. However, there is a remote possibility that an individual could come forward to claim the Waikapu property. Such action may trigger the reversionary clause affecting the Ueoka Property. Nevertheless, the County determined the risk to be negligible and is working with the seller, Makawao Management LLC, to move forward with the Ueoka Property purchase.

A representative of Title Guaranty confirmed, via telephone conference call from Oahu, that the risk for an individual to claim rightful ownership of the Waikapu property is minimal, especially since no one has done so since 1879. He further said the Ueoka Property has been sold several times previously with no instances of a claim.

The Title Guaranty representative admitted they are working with the County's Real Property Tax Office to determine the tax map key number for the Waikapu property. Title Guaranty is unable to do a full search on the property until this information is obtained.

Your Committee discussed a 1903 Royal Patent Deed. Your Committee also discussed the number of exceptions listed in Schedule "B" of the Preliminary Report, as revised on February 26, 2018. The Title Guaranty representative said the number of exceptions listed is not unusual.

The Director added that a number of exceptions will be removed from this list once the property is sold and a final title report is issued.

**COUNCIL OF THE COUNTY OF MAUI**

**POLICY, ECONOMIC DEVELOPMENT,  
AND AGRICULTURE COMMITTEE**

Page 3

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

Your Committee is in full support of the intended use of the Ueoka Building as a one-stop center for victims of crime. Your Committee noted that 67 percent of intended users are those of Hawaiian descent.

The First Deputy Corporation Counsel said once the property is acquired, the first floor of the Ueoka Building will be used to establish the Maui Family Justice Center, a one-stop shop for victims and their families. The Maui Family Justice Center will be the first of its kind in the State of Hawaii.

Your Committee noted the County rents the second floor of the Ueoka Building, which houses a portion of the Department of the Prosecuting Attorney's staff, at a cost to the County of \$154,000 annually. Your Committee further noted the County recently entered into a short-term rental agreement with Makawao Management LLC to rent the first floor of the building as a "good faith" effort to purchase the entire building without outside tenants.

Your Committee further noted \$1.6 million was appropriated in the Fiscal Year 2018 Budget to acquire the Ueoka Property. The monies must be encumbered no later than December 31, 2018, or they will lapse.

According to the Real Property Purchase and Sale Agreement attached to the proposed resolution, the "buyer's obligation and authority to purchase and close this transaction is subject to the approval of the Maui County Council no later than November 30, 2018."

Your Committee recommended the proposed resolution be revised by replacing the last four pages of the document with Exhibits "A," "B," "C," and "D" in their entirety.

Your Committee voted 5-2 to recommend adoption of the revised proposed resolution and filing of the communication. Committee Chair Sugimura, Vice-Chair Crivello, and members Carroll, Guzman, and

COUNCIL OF THE COUNTY OF MAUI

# POLICY, ECONOMIC DEVELOPMENT, AND AGRICULTURE COMMITTEE

Page 4

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

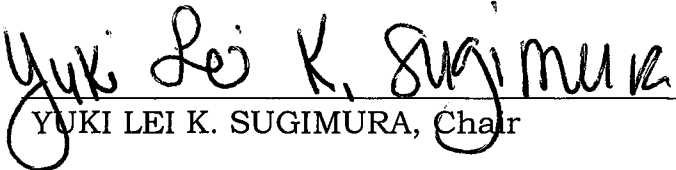
Hokama voted "aye." Committee members Atay and Cochran voted "no." Committee members King and White were excused.

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

Your Policy, Economic Development, and Agriculture Committee RECOMMENDS the following:

1. That Resolution \_\_\_\_\_, as revised herein and attached hereto, entitled "AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 2103 WELLS STREET, WAILUKU, MAUI, HAWAII, AND APARTMENTS A, B AND C OF THE UEOKA BUILDING CONDOMINIUM," be ADOPTED; and
2. That County Communication 18-117 be FILED.

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

  
YUKI LEI K. SUGIMURA, Chair

# Resolution

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

AUTHORIZING THE ACQUISITION OF REAL PROPERTY LOCATED AT 2103 WELLS STREET, WAILUKU, MAUI, HAWAII, AND APARTMENTS A, B AND C OF THE UEOKA BUILDING CONDOMINIUM

WHEREAS, the County of Maui and Makawao Management LLC desire to enter into a REAL PROPERTY PURCHASE AND SALE AGREEMENT, attached hereto as Exhibit "1", for the purchase of real property located at Wailuku, Maui, Hawaii; and

WHEREAS, MAKAWAO MANAGEMENT LLC ("Owner"), is the owner in fee simple of that certain real property located at 2103 Wells Street, Wailuku, Maui, Hawaii 96793, consisting of approximately 10,718 square feet, also known as the Ueoka Building Condominium, and identified for real property tax purposes as tax map key numbers (2) 3-4-008:048, CPR 0001 (Apartment A), (2) 3-4-008:048, CPR 0002 (Apartment B), and (2) 3-4-008:048, CPR 0003 (Apartment C) described in that certain Declaration of Condominium Property Regime dated September 30, 2002, and recorded in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-195071 ("Property"); and

WHEREAS, a preliminary title report for the Property was prepared by Title Guaranty of Hawaii, Inc., attached hereto as Exhibit "A" to Exhibit "1"; and

WHEREAS, the County of Maui ("County") commissioned an appraisal by a disinterested appraiser, Paradise Appraisals, LLC, said appraisal attached hereto as Exhibit "B" to Exhibit "1"; and

WHEREAS, the Director of Finance negotiated the purchase of the Property; and

WHEREAS, the Director of Finance has determined that acquisition of the Property is in the public interest; and

WHEREAS, part of Owner's inducement to agree to the sale was the threat of eminent domain proceedings; and

WHEREAS, County desires to purchase and Owner desires to sell the Property for the amount of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00); and


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

WHEREAS, Section 3.44.015(C), Maui County Code, requires that the Council authorize by resolution any acquisition of real property with a purchase price that exceeds TWO HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS (\$250,000.00); now, therefore,

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

1. That the Council finds that the acquisition of the Property is in the public interest; and
2. That pursuant to Section 3.44.015(C), Maui County Code, the Council authorizes the acquisition of the Property for an amount not to exceed ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), exclusive of closing costs and expenses; and
3. That it does hereby authorize the Mayor 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 Prosecuting Attorney, and Makawao Management LLC.

APPROVED AS TO FORM  
AND LEGALITY:

  
\_\_\_\_\_  
DAVID A. GALAZIN  
Deputy Corporation Counsel  
County of Maui  
2017-0098/2016-0809  
PEA-72 2018-04-16 Revised Resolution

## REAL PROPERTY PURCHASE AND SALE AGREEMENT

This Real Property Purchase and Sale Agreement ("**Agreement**") made this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by and between **MAKAWAO MANAGEMENT LLC** (hereinafter referred to as "**Owner**" and/or "**Seller**"), and the **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 that certain parcel of land located at 2103 Wells Street, Wailuku, Maui, Hawaii, identified as Tax Map Key No. (2) 3-4-008:048-0001, 0002 & 0003, and containing an area of approximately 10,718 square feet, such fee simple interest being more particularly described below and within the attached Preliminary Report and Appraisal attached hereto as Exhibits "A" and "B". In addition, Seller is the owner of the improvements known as that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded October 31, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-195071 consisting of Apartments No. A (3,283 SF), B (1,326 SF) & C (1,723 SF).

### AGREEMENT

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

#### 1. DEFINITIONS.

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

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

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

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

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

"**Closing Payment**" is defined in Section 2.1(b)

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

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Real Property Purchase Agreement: 2103 Wells Street, Wailuku, Maui, Hawaii 96793  
TMK: (2) 3-4-008:048:0001, 0002 & 0003

**"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 Authorization"** means any approval, consent, license, permit, waiver, or other authorization issued, granted, given, or otherwise made available by or under the authority of any Governmental Body (defined below) or pursuant to any Legal Requirement (defined below).

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

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

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

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

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Real Property Purchase Agreement: 2103 Wells Street, Wailuku, Maui, Hawaii 96793  
TMK: (2) 3-4-008:048:0001, 0002 & 0003



**"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 2.1(b).

**"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 Real and Personal Property (collectively the **"Property"**):

(a) Real Property. The fee simple real estate described in the Title Report, and Appraisal, attached hereto as Exhibits "A" and "B" respectively, together with the improvements, fixtures, appurtenant easements, and other real property interests appurtenant to such fee simple estate.

(b) Purchase Price. The purchase price (the "**Purchase Price**") for the Property shall be ONE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,600,000.00). At Closing, Buyer shall pay Seller, through Escrow Agent, an amount (the "**Closing Payment**") equal to ONE MILLION SIX HUNDRED THOUSAND AND 00/100 DOLLARS (\$1,600,000.00) plus or minus net adjustments and proration 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. Seller shall, at its own expense, provide a boundary survey of the Property specifically shown in Exhibit "D" attached hereto, within 30 days of execution of the Purchase Agreement ("**Survey**").

3.2 Due Diligence. Prior to the Closing Date, 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 (collectively, the "**Title Report**").

3.4 Procedure For Buyer's Title Objections. All matters referred to in the Title Report and Survey 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) 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 the foregoing, 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 and a determination as to the presence of any Hazardous Materials; (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 was constructed prior to the adoption of current Hazardous Materials Laws and acknowledges that: (i) the Seller does not have actual knowledge of materials used during the construction of the residences, but that the construction may have included such hazardous materials normal at the time including asbestos and lead paint and that this is to be accepted by Buyer, construed and 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.

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 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 Warranty Deed in the form customarily used in the State of Hawaii transferring to Buyer the Property specifically shown in Exhibit "C" attached hereto (the "**Deed**"), to be recorded 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.

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

(a) The Closing Payment as required by Section 2.1(b)

(b) A Warranty Deed in the form customarily used in the State of Hawaii transferring to Buyer the Property specifically shown in Exhibit "C" attached hereto (the "**Deed**"), to be recorded and provided to Buyer and Seller.

4.4 Expenses.

(a) Seller's Expenses. Seller shall pay (a) the fees of any counsel representing Seller in connection with this transaction; (b) fifty percent (50%) of any escrow fees charged by the Escrow Agent; (c) sixty percent (60%) of the premium for standard coverage title insurance; and (d) all other costs and expenses incident to this transaction and the closing thereof not expressly provided above.

(b) Buyer's Expenses. Buyer shall pay (a) the fees of any counsel representing Buyer in connection with this transaction; (b) fifty percent (50%) of any

escrow fees charged by the Escrow Agent; (c) forty percent (40%) of the premium for standard coverage title insurance; and (d) all other costs and expenses incident to this transaction and the closing thereof not expressly provided above.

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

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

(b) Post-Closing Adjustments. If at any time within thirty (30) days following the Closing either party discovers any items which should have been included in the adjustments and prorations described in this section but which were inadvertently omitted therefrom, or any material error in the computation of such adjustments, such items may be presented for proper adjustment 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. REPRESENTATIONS AND WARRANTIES OF SELLER.

Seller represents and warrants to Buyer that:

5.1 Organization and Good Standing. Seller's estate is in good standing under the laws of the State of Hawaii.

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

6. REPRESENTATIONS AND WARRANTIES OF BUYER.

Buyer represents and warrants to Seller that:

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

6.2 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.

7. 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 no later than November 30, 2018 in accordance with the provisions and requirements of Chapter 3.44 of the Maui County Code.

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):

7.1 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.

7.2 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.

7.3 Title Policy. Buyer shall have received a commitment from the Title Company to issue a fee simple 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 Real Property, subject to no Encumbrances other than the Permitted Exceptions.

8. 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):

8.1 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.

8.2 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 2.1.

9. GENERAL PROVISIONS.

9.1 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.

9.2 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:       MAKAWAO MANAGEMENT LLC  
                  P.O. Box 747  
                  Koloa, Hawaii 96756

With a copy to: COLLIERS INTERNATIONAL  
                  P.O. Box 3138  
                  Wailuku, Hawaii 96793  
                  Attn: Charles Buckingham  
                  Tel: (808) 280-1178

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.

9.3        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.

9.4        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.



9.5 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.

9.6 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.

9.7 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.

9.8 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.

9.9 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.

9.10 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.

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

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

9.13 Brokers. Buyer represents it has not engaged or contracted with any person entitled to any brokerage commission or finder's fee in connection with this transaction. Seller represents it has engaged or contracted with any person entitled to any brokerage commission or finder's fee in connection with this transaction. Subject to Chapter 3.16 Maui County Code, each party agrees to indemnify the other party against any claim asserted against or adjudged against the other party, for any brokerage commission or finder's fee or any like compensation occasioned by or as a result of any act or omission of the indemnifying party, including all attorney's fees, costs, expenses and any other fees incurred by, charged against or adjudicated against, the other party, whether or not suit is filed, which are related to this indemnity agreement or enforcement thereof.

9.14 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.

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

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

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

- |             |   |
|-------------|---|
| Exhibit "A" | Title Report of TMK (2) 3-4-008:048:0001, 0002 & 0003<br>2103 Wells Street, Wailuku, Maui, Hawaii 96793 |
| Exhibit "B" | Appraisal   |
| Exhibit "C" | Warranty Deed   |
| Exhibit "D" | Survey  |

**Signatures begin on the following page.**

IN WITNESS WHEREOF, Seller and Buyer have executed this REAL PROPERTY PURCHASE AND SALE AGREEMENT on the \_\_\_\_\_ day of \_\_\_\_\_, 2018.

**SELLER & OWNER:**

**MAKAWAO MANAGEMENT LLC**

By: \_\_\_\_\_  
Name: RAYMOND MILLER  
Title: Manager

**BUYER:**

COUNTY OF MAUI

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

By: \_\_\_\_\_  
MARK R. WALKER  
Its: Director of Finance

APPROVAL RECOMMENDED:

\_\_\_\_\_  
JOHN D. KIM  
Prosecuting Attorney

APPROVED AS TO FORM AND LEGALITY:

\_\_\_\_\_  
DAVID A. GALAZIN  
Deputy Corporation Counsel  
County of Maui  
2017-0098/2016-0809  
PEA-72 2018-04-16 Revised RP P&S Agreement

STATE OF HAWAII )  
 ) SS:  
COUNTY OF MAUI )

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared RAYMOND MILLER, 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)

<b><u>NOTARY CERTIFICATION STATEMENT</u></b>	
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: _____ (in which notarial act is performed)	
_____ Signature of Notary	_____ Date of Notarization and Certification Statement
_____ Printed Name of Notary	
(Official Stamp or Seal)	

Real Property Purchase Agreement: 2103 Wells Street, Wailuku, Maui, Hawaii 96793  
TMK: (2) 3-4-008:048:0001, 0002 & 0003

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)

<b><u>NOTARY CERTIFICATION STATEMENT</u></b>	
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)	

Real Property Purchase Agreement: 2103 Wells Street, Wailuku, Maui, Hawaii 96793  
TMK: (2) 3-4-008:048:0001, 0002 & 0003

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)

<b>NOTARY CERTIFICATION STATEMENT</b>	
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)	

Real Property Purchase Agreement: 2103 Wells Street, Wailuku, Maui, Hawaii 96793  
TMK: (2) 3-4-008:048:0001, 0002 & 0003



Exhibit "A"

Title Report of TMK (2) 3-4-008:048:0001, 0002 & 0003

EXHIBIT "A"

REVISED 2/26/2018  
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:

MAKAWAO MANAGEMENT LLC,  
a Nevada limited liability company,  
as Tenant in Severalty,  
as Fee Owner

This report is dated as of November 14, 2017 at 8:00 a.m.

Inquiries concerning this report  
should be directed to  
NANETTE KODATE.  
Email [nkodate@tghawaii.com](mailto:nkodate@tghawaii.com).  
Fax (808) 521-0287.  
Telephone (808) 533-5887.  
Refer to Order No. 201757450.

Inquiries concerning Escrow  
should be directed to  
Ann Oshiro.  
MAIN OFFICE  
Email [aoshiro@tghawaii.com](mailto:aoshiro@tghawaii.com).  
Fax (808) 521-0280.  
Telephone (808) 521-0213.  
Escrow No. 17104785

**SCHEDULE B  
EXCEPTIONS**

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

Apt./Unit A is covered by Tax Key: (2) 3-4-008-048, CPR 0001.

Apt./Unit B is covered by Tax Key: (2) 3-4-008-048, CPR 0002.

Apt./Unit C is covered by Tax Key: (2) 3-4-008-048, CPR 0003.

2. Mineral and water rights of any nature.

3. The terms and provisions contained in the following:

INSTRUMENT : DEED

DATED : February 3, 1903

RECORDED : Liber 248 Page 57

The foregoing includes, but is not limited to, matters relating to all water rights.

4. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF CONDOMINIUM PROPERTY REGIME FOR  
"THE UEOKA BUILDING CONDOMINIUM" CONDOMINIUM  
PROJECT

DATED : September 30, 2002

RECORDED : Document No. 2002-195071

MAP : 3497 and any amendments thereto

-Note:- Any recorded amendments to the Declaration of Horizontal or Condominium Property Regime amending the assignment of parking stalls to and from apartments other than the specific apartment described herein, are not shown.

SCHEDULE B CONTINUED

5. The terms and provisions contained in the following:

INSTRUMENT : BY-LAWS OF THE ASSOCIATION OF OWNERS  
DATED : September 30, 2002  
RECORDED : Document No. 2002-195072

6. The terms and provisions contained in the following:

INSTRUMENT : DECLARATION OF PARTY WALL  
DATED : October 8, 2014  
RECORDED : Document No. A-53990155  
PARTIES : 808 CONSULTANTS, LLC, a Hawaii limited liability company, "first party", and DAVID FRANKLIN SANDELL and VIRGINIA LOUISE SANDELL, husband and wife, ROXANN KEHUS, single, and MARY C. KEELAN, single, and STEPHEN M. WATSON and DESIREE A. WATSON, husband and wife, "second party"

7. REAL PROPERTY MORTGAGE AND FIXTURE FILING

MORTGAGOR : MAKAWAO MANAGEMENT LLC, a Nevada limited liability company  
MORTGAGEE : FIRST HAWAIIAN BANK, a Hawaii corporation  
DATED : September 26, 2014  
RECORDED : Document No. A-53990157  
AMOUNT : \$554,274.64

SCHEDULE B CONTINUED

8. ABSOLUTE ASSIGNMENT OF RENTS AND LEASES

ASSIGNOR : MAKAWAO MANAGEMENT LLC, a Nevada limited liability  
company

ASSIGNEE : FIRST HAWAIIAN BANK, a Hawaii corporation

DATED : September 26, 2014

RECORDED : Document No. A-53990158

AMOUNT : \$554,274.64

9. FINANCING STATEMENT

DEBTOR : MAKAWAO MANAGEMENT LLC

SECURED  
PARTY : FIRST HAWAIIAN BANK

RECORDED : Document No. A-53990159

RECORDED ON: October 13, 2014

10. Any rights or interests which may exist or arise by reason of the following facts shown on Survey prepared by Sherman Dudley DePonte, Land Surveyor, with Akamai Land Surveying, Inc., dated December 13, 2017:

- (A) Discrepancies between recorded measurements and field measurements.
- (B) The back of a questionable (as to ownership) sidewalk crosses from the Wells Street right-of-way onto the subject parcel by as much as 1.7 feet.
- (C) A questionable (as to ownership) fire hydrant from Wells Street right-of-way crosses onto subject parcel by as much 0.9 of a foot.

SCHEDULE B CONTINUED

11. Easements or claims of easements which are not recorded in the public records.
  
12. Any unrecorded leases and matters arising from or affecting the same.

**END OF SCHEDULE B**

## SCHEDULE C

### -ITEM I:-

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

### -FIRST:-

A. Apartment No. A in the Project (the "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartments through all other apartments and through the common elements of the Project;

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

### -SECOND:-

An undivided 50% interest as tenant in common in and to the common elements of the Project as described by the Declaration, including the land more particularly described below.

### -THIRD:-

The exclusive right to use Parking Space Nos. if any, as shown on the Condominium Map.

SCHEDULE C CONTINUED

The land upon which said Condominium is situate is more particularly described as follows:

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Number 1996, Land Commission Award Number 420 to Kuihelani) situate, lying and being on the south side of Wells Street, State of Hawaii, and containing an area of 10,718 square feet, more or less.

Said parcel of land being more particularly described in Declaration of Condominium Property Regime dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195071.

-ITEM II:-

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

-FIRST:-

A. Apartment No. B in the Project ( "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartments through all other apartments and through the common elements of the Project;



SCHEDULE C CONTINUED

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

-SECOND:-

An undivided 25% interest as tenant in common in and to the common elements of the Project as described by the Declaration, including the land more particularly described below.

-THIRD:-

The exclusive right to use Parking Space Nos. if any, as shown on the Condominium Map.

The land upon which said Condominium is situate is more particularly described as follows:

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Number 1996, Land Commission Award Number 420 to Kuihelani) situate, lying and being on the south side of Wells Street, State of Hawaii, and containing an area of 10,718 square feet, more or less.

Said parcel of land being more particularly described in Declaration of Condominium Property Regime dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195071.

-ITEM III:-

SCHEDULE C CONTINUED

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

-FIRST:-

A. Apartment No. C in the Project (the "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartments through all other apartments and through the common elements of the Project;

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

-SECOND:-

An undivided 25% interest as tenant in common in and to the common elements of the Project as described by the Declaration, including the land more particularly described below.

-THIRD:-

The exclusive right to use Parking Space Nos. if any, as shown on the Condominium Map.

SCHEDULE C CONTINUED

The land upon which said Condominium is situate is more particularly described as follows:

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Number 1996, Land Commission Award Number 420 to Kuihelani) situate, lying and being on the south side of Wells Street, State of Hawaii, and containing an area of 10,718 square feet, more or less.

Said parcel of land being more particularly described in Declaration of Condominium Property Regime dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195071.

BEING THE PREMISES ACQUIRED BY WARRANTY DEED

GRANTOR : 808 CONSULTANTS, LLC, a Hawaii limited liability  
company

GRANTEE : MAKAWAO MANAGEMENT LLC, a Nevada limited liability  
company

DATED : September 29, 2014

RECORDED : Document No. A-53990156

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. There is no evidence of MAKAWAO MANAGEMENT LLC, a Nevada limited liability company having been formed or registered with the Department of Commerce and Consumer Affairs of the State of Hawaii.

We will require evidence of formation or registration with the applicable state and/or country agency prior to the issuance of a title insurance policy.

## BUYER(S) LIEN INFORMATION

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

## GUIDELINES FOR THE ISSUANCE OF INSURANCE

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

Forms are available upon request from Title Guaranty of Hawaii, 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](http://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: 2/26/2018

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.  
(2) 3 4 008 048 0001

CLASS: COMMERCIAL AREA ASSESSED: SF

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	\$	406,400
EXEMPTION	\$	0
NET VALUE	\$	406,400
LAND	\$	212,200
EXEMPTION	\$	0
NET VALUE	\$	212,200
TOTAL NET VALUE	\$	618,600

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 2/20/2017

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2016	2	1,993.20				1,993.20	PAID
2016	1	1,993.20				1,993.20	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.

DATE PRINTED: 2/26/2018

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.  
(2) 3 4 008 048 0002

CLASS: COMMERCIAL

AREA ASSESSED:

SF

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	\$	203,200
EXEMPTION	\$	0
NET VALUE	\$	203,200
LAND	\$	106,100
EXEMPTION	\$	0
NET VALUE	\$	106,100
TOTAL NET VALUE	\$	309,300

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 8/20/2017

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2017	2	1,125.85				1,125.85	PENDING
2017	1	1,125.86		2.25		114.84	DELINQUENT
2016	2	996.27				996.27	PAID
2016	1	996.27				996.27	PAID
Total Amount Due:						1,240.69	

Penalty and Interest Computed to: 8/20/2017

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.

DATE PRINTED: 2/26/2018

STATEMENT OF ASSESSED VALUES AND REAL PROPERTY TAXES DUE

TAX MAP KEY

DIVISION ZONE SECTION PLAT PARCEL HPR NO.  
(2) 3 4 008 048 0003

CLASS: COMMERCIAL

AREA ASSESSED:

SF

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	\$	203,200
EXEMPTION	\$	0
NET VALUE	\$	203,200
LAND	\$	106,100
EXEMPTION	\$	0
NET VALUE	\$	106,100
TOTAL NET VALUE	\$	309,300

Installment (1 - due 8/20; 2 - due 2/20) Tax Info As Of - 8/20/2017

Tax Year	Installment	Tax Amount	Penalty Amount	Interest Amount	Other Amount	Total Amount	
2017	2	1,125.85				1,125.85	PENDING
2017	1	1,125.86		2.25		114.84	DELINQUENT
2016	2	996.27				996.27	PAID
2016	1	996.27				996.27	PAID
Total Amount Due:						1,240.69	

Penalty and Interest Computed to: 8/20/2017

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.



Exhibit "B"

APPRAISAL

EXHIBIT "B"

USPAP RULE 2-2 COMPLIANT "APPRAISAL REPORT" OF THE AS IF FEE SIMPLE INTEREST

---

2103 Wells Street Units 1, 2, and 3  
Wailuku, HI 96793  
Assessor's Parcel #s 2340080480001, 0002, & 0003

Market Value as of:  
June 27, 2016



**Prepared For:**  
Guy M. Hironaka  
Real Property Manager  
County of Maui  
Finance Department  
Guy.Hironaka@co.maui.hi.us

**Prepared By:**  
R. J. Kirchner, SRA  
Paradise Appraisals, LLC  
79-7266 Mamalahoa Hwy, #9  
Kealahou, HI 96750  
Phone: (808) 322-0999

## TABLE OF CONTENTS

<b>SECTION 1 - SUMMARY OF ASSIGNMENT</b>	<b>3</b>
SUMMARY OF SALIENT FACTS AND CONCLUSIONS	4
CONCLUSIONS	6
AERIAL PHOTO	7
APPRAISAL PROBLEM DEFINED	8
SCOPE OF WORK USED TO SOLVE THE APPRAISAL PROBLEM	10
<b>SECTION 2 – CERTIFICATION AND LIMITING CONDITIONS</b>	<b>12</b>
CERTIFICATION	13
GENERAL ASSUMPTIONS & LIMITING CONDITIONS	14
<b>SECTION 3 – SUMMARY OF SUBJECT INFORMATION</b>	<b>19</b>
PROPERTY IDENTIFICATION	20
<b>SECTION 4 – PRESENTATION OF DATA COLLECTED</b>	<b>22</b>
COUNTY OR REGIONAL DATA	23
ISLAND OF MAUI MAP	29
MARKET NEIGHBORHOOD MAP	30
PROPERTY DESCRIPTION	31
PARCEL MAP	32
FLOOD ZONE MAP	33
ZONING	34
IMPROVEMENTS DESCRIPTION	38
BUILDING SKETCH	39
PHOTOS	41
<b>SECTION 5 – HIGHEST AND BEST USE ANALYSIS</b>	<b>48</b>
AS IF VACANT	49
AS IF IMPROVED	50
<b>SECTION 6 – VALUATION OF THE SUBJECT</b>	<b>51</b>
VALUATION PROCESS	52
COST APPROACH TO VALUATION	54
COST APPROACH CONCLUSIONS	60
INCOME APPROACH	61
INCOME APPROACH VALUATION CONCLUSIONS	77
SALES COMPARISON APPROACH	78
SALES COMPARISON APPROACH CONCLUSIONS	85
<b>SECTION 7 – RECONCILIATION OF VALUE</b>	<b>86</b>
SUMMARY OF VALUE CONCLUSIONS	86
<b>SECTION 8 – ADDENDUM</b>	<b>87</b>
APPRAISER'S QUALIFICATIONS	88
APPRAISER'S LICENSE	92
ENGAGEMENT LETTER	93
PUBLICALLY AVAILABLE LEGAL DESCRIPTION	95

## SECTION 1 – SUMMARY OF ASSIGNMENT

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Summary of Salient Facts and Conclusions  
Conclusions  
Aerial Photo  
Appraisal Problem Defined  
Scope of Work Used to Solve the Appraisal Problem

## Summary of Salient Facts and Conclusions

Our File Number	M16032 (234-8-48-1, 2, and 3)
Subject Property	The properties are located at the southwest corner of Wells Street and S. Church Street at 2103 Wells Street, Units 1, 2, and 3, Wailuku, HI. The assessor's parcel numbers are: 2340080480001 2340080480002 2340080480003
Current Use	The first floor is two vacant office units with no demising wall between the units. The second floor is one large office occupied by the County of Maui.
As Valued Use	Three office condominium units.
Client	The County of Maui
Intended Users	The client is the only intended user.
Intended Use	Our client is considering acquiring these three units to be used for county office facilities and needs an unbiased professional valuation of the subject units' as if fee simple market value to support how much they should offer to acquire the units for. This report is not intended to be used for any other purpose. The appraiser is not responsible for unauthorized use of this report.
Interest Value	As if fee simple market value in the property's as is condition. The county already leases the second floor. That lease is now on a month to month basis. The county wishes to know the market value as if the county were not occupying the property.
Purpose of the Assignment	Provide the client an estimate of the market value to help the client determine the proper amount to offer to acquire the properties.

### **Market Value** is defined as:

The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by any undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:

- The buyer and seller are typically motivated,
- Both parties are well informed or well advised, and each acting in what they consider their own best interest,
- A reasonable time is allowed for exposure in the open market,
- Payment is made in terms of cash in U. S. Dollars or in terms of

financial arrangements comparable thereto, and the price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.<sup>1</sup>

**Fee Simple Title** is defined as:

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.<sup>2</sup>

**Market Rent** is defined as:

The most probable rent that a property should bring in a competitive and open market reflecting all conditions and restrictions of the lease agreement, including permitted uses, use restrictions, expenses obligations, term, concessions, renewal and purchase options, and tenant improvements (TIs).<sup>3</sup>

*Note: The reader will note that this definition includes the need for the rent to be established in a competitive and open market.*

**Leased Fee Interest** is defined as:

The ownership interest that the landlord or lessor maintains in a property under a lease with the rights of use and occupancy being conveyed or granted to a tenant or lessee. The ownership interest in a leased property.<sup>4</sup>

Effective Date of Value	6/27/2016 (the date of the appraiser's property inspection)
Date of Report (Signed)	8/2/2016
Date of Inspection	6/27/2016
Type of Appraisal Report	A compliant "Appraisal Report" under the standards outlined in the Uniform Standards of Professional Appraisal Practice 2-2
Land Description	The subject site consists of a single parcel of land, which is located at the corner of Wells Street and S. Church Street in Wailuku. It has direct access from both streets as well as an alley along its western boundary. The parcel is somewhat irregular in shape. It contains a total of 10,718 sq. ft. of area, according to public records. The site is level and zoned B-2.
Building Description	One two-story concrete professional office building built in 1970 that has been divided into three condo units (two downstairs and one second floor unit). The building contains 3,710 sq. ft. on each floor. A more detailed description is found within this report.

<sup>1</sup> Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals 34.42 Definitions [f]

<sup>2</sup> Appraisal Institute's Dictionary of Real Estate Appraisal, Fifth Edition

<sup>3</sup> Appraisal Institute's Dictionary of Real Estate Appraisal, Fifth Edition

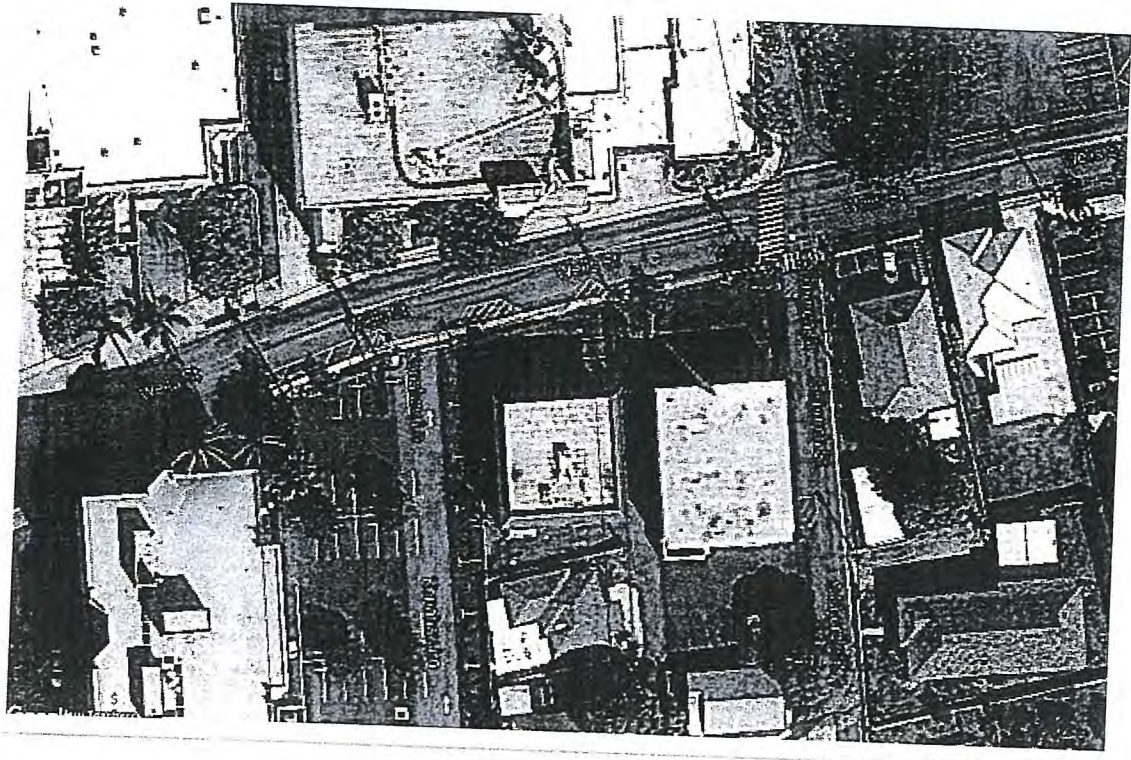
<sup>4</sup> Appraisal Institute's Dictionary of Real Estate Appraisal, Fifth Edition

Zoning

The subject is zoned B-2 by the County of Maui. This zoning is Village Commercial and requires a minimum land area of 7,500 sq. ft.

Summary of Value Conclusions	
As If Fee Simple	
Effective Date of Value	Jun 27, 2016
Cost Approach	\$1,560,000
Sales Comparison Approach	\$1,600,000
Income Capitalization Approach	\$1,515,000
Reconciled Value	\$1,560,000
Compiled by: Paradise Appraisals LLC	

Aerial Photo





## Appraisal Problem Defined

The Reason for this Valuation: The client is considering purchasing the three units that make up this property and desires an unbiased valuation of the property's market value to help determine a proper offer price.

Appraisal Problem: The value being sought is the as if fee simple market value.

Hypothetical Condition: That which is contrary to what exists but is supposed for the purpose of analysis. Hypothetical conditions assume conditions contrary to known facts about physical, legal, or economic characteristics of the subject property; or about conditions external to the property, such as market conditions or trends; or about the integrity of data used in an analysis. A hypothetical condition may be used in an assignment only if:

- Use of the hypothetical condition is clearly required for legal purposes, for purposes of reasonable analysis, or for purposes of comparison;
- Use of the hypothetical condition results in a credible analysis; and
- The appraiser complies with the disclosure requirements set forth in USPAP for hypothetical conditions.<sup>5</sup>

To complete the assignment, the appraiser has valued the property's fee simple interest. The second floor is occupied by the county as a tenant as of the inspection date. The county has asked the appraiser to value the property as if they did not occupy the property. This hypothetical condition does impact the outcome of the valuation.

Extraordinary Assumption: An assumption, directly related to a specific assignment, as of the effective date of the assignment results, which, if found to be false, could alter the appraiser's opinions or conclusions.<sup>6</sup>

Extraordinary Assumptions Used:

1. The appraiser has not been provided with an environmental assessment on the property. As part of this appraisal, the appraiser assumes the site and building and surrounding sites are not contaminated by environmental hazards. The subject is located directly across the street from industrial uses. The appraiser assumes no environmental hazards exist on the subject site. Due to the proximity of a service station 1 block to the north and the fact that this building was built in 1970 when hazardous materials such as lead based paint and asbestos were often used, the appraiser recommends a level 1 environmental assessment be completed.

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<sup>5</sup> Uniform Standards of Professional Appraisal Practice 2015-2016.

<sup>6</sup> Uniform Standards of Professional Appraisal Practice 2015-2016.

2. The appraiser assumes there is no major archeology on the site that would hinder development of the subject.
3. The appraiser has not been provided with a survey and assumes no adverse unknown easements or encroachments exist. The appraiser assumes that the roadway and utility easement depicted in public records along the western end of the subject property is a shared access road and the parking area shared with the properties to the west is all perpetual.
4. The appraiser assumes no major structural or mechanical defects exist and recommends a professional building inspection.
5. The appraiser assumes the property meets current ADA requirements.
6. The appraiser assumes the cracked concrete blocks around the concrete block storage area at the rear of the building is not indicative of a settlement issue with the main building. The appraiser recommends an inspection by an engineer.
7. The appraiser assumes the access alley at the north of the subject has a legal shared easement agreement among the properties that fronts onto this roadway.
8. The appraiser assumes there are no current association reserves and that the project would have to fund reserves to sell individual units.

If any of these assumptions are found to be false, it could impact the conclusions found in this report.

## Scope of Work Used to Solve the Appraisal Problem

In preparing this report, the appraiser has:

- Visited the subject property and made an inspection of the property on 6/27/2016.
- Reviewed the lease of the property provided by the client.
- Reviewed the legal description of the subject parcel.
- Reviewed publicly available descriptions of the subject property from the County Tax Office, County Planning Office, County Building Department, and FEMA Flood Maps.
- Analyzed local market trends, demographics, market activity, surrounding uses, and proposed development.
- Researched sales and leases of similar properties in the market area.
- Formed a conclusion of the highest and best use of the subject property.
- If sufficient market data was found to arrive at credible valuation results, the appraiser completed a cost approach to market value by:
  1. First valuing the land through a direct market comparison approach,
  2. Valuing the buildings as new from a cost approach using Marshall & Swift Cost Service,
  3. Estimating the accrued depreciation evidence from market sales of existing buildings as well as through the Marshall & Swift Cost Service depreciation tables,
  4. And, reconciled the information to arrive at an estimate of market value using a cost approach to value.
- If sufficient market data was found to arrive at credible valuation results, the appraiser completed a direct sales comparison approach by:
  1. Researching similar recent sales and listings of similar properties in the market area.
  2. Attempting to make a purely qualitative analysis of the subject's market value by bracketing the subject with rents that are obviously superior and obviously inferior to narrow the market value range even before applying any adjustments.
  3. Comparing the most similar sales directly to the subject property and making adjustments to the sale prices to reflect the differences between the comparison and the subject property.
  4. Reconciling the quality and quantity of data found to determine if a credible conclusion of market value could be developed by this approach.
  5. Developing an opinion of the market value of the subject property through the use of a direct sales comparison Approach.
- If sufficient market data was found to arrive at credible valuation results, the appraiser completed an income approach to value with the direct capitalization approach to arrive at an indication of market rent by:
  1. Researching rentals of similar land in the market area to use as direct rental comparisons to estimate the market rent of the fee simple interest in the subject land.
  2. Analyzing the differences between rents to arrive at supportable adjustments for differences in characteristics in the properties.
  3. Using the most similar rentals as direct comparisons to the subject to arrive at an indication of the market rent of the fee simple land of the subject.
  4. Analyzing similar properties that had been leased in arms-length transactions to arrive at an estimate of the overall capitalization rate that can be supported in this market.
  5. Using the algebraic formula of  $\text{Value} = \text{Rent} / \text{Rate}$  to arrive at a supportable conclusion of market value for the subject.
  6. Completed an income approach using a yield capitalization valuation of the subject property by a discounted cash flow analysis.

- Considered if it was possible to develop a credible opinion of market value from any other appraisal methods available to the appraiser.
- Reconciled the quality and quantity of data and analysis from the valuation methods utilized to arrive at a final value estimate for the subject.
- Completed this report which sets forth the research and analysis that shows how the appraiser arrived at the conclusions. The report meets the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP) for what USPAP terms an "appraisal report." Additionally, the report meets the current requirements and standards of the Appraisal Institute. The report is subject to review by any duly authorized committee of the Appraisal Institute related to peer review.

SECTION 2 – CERTIFICATION AND LIMITING CONDITIONS

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Appraiser's Certification  
General Assumptions and Limiting Conditions

### Appraiser's Certification

I certify to the best of my knowledge and belief:

- The statements of fact contained in this report are true and correct.
- The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
- I have no present or prospective interest in or bias with respect to the property that is the subject of this report and have no personal interest in or bias with respect to the parties involved with this assignment.
- My engagement in this assignment was not contingent upon developing or reporting predetermined results.
- 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.
- This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
- My analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice of the Appraisal Foundation and the requirements of the Code of Professional Ethics and the Standards of Professional Appraisal Practice of the Appraisal Institute, as well as the requirements of the State of Hawaii relating to review by its duly authorized representatives. This report also conforms to the requirements of the Financial Institutions Reform, Recovery, and Enforcement Act of 1989 (FIRREA).
- The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
- R. J. Kirchner has completed the requirements of the continuing education program of the Appraisal Institute.
- R. J. Kirchner has made a personal inspection of the property that is the subject of this report.
- No one provided significant real property appraisal assistance to the person signing this report.
- R. J. Kirchner has extensive experience in the appraisal/review of similar property types.
- R. J. Kirchner is currently certified in the state where the subject is located and has completed the continuing education requirements set forth with the State of HI.
- Although other appraisers may be contacted as a part of our routine market research investigations, absolute client confidentiality and privacy are maintained at all times with regard to this assignment without conflict of interest.
- R. J. Kirchner is in compliance with the Competency Provision in the USPAP as adopted in FIRREA 1989 and has sufficient education and experience to perform the appraisal of the subject property.
- R. J. Kirchner has not provided prior services on this property in the last 3 years.

R. J. Kirchner, SRA



Managing Partner, Paradise Appraisals LLC  
HI CGA-275 Expiration: December 31, 2017

## General Assumptions & Limiting Conditions

### Information Used

No responsibility is assumed for the accuracy of information furnished by others or from others, including the client, its officers and employees, or public records. We are not liable for such information or for the work of contractors, subcontractors, and engineers. The comparable data relied upon in this appraisal has been confirmed with one or more parties familiar with the transaction unless otherwise noted; all are considered appropriate for inclusion to the best of my factual judgment and knowledge.

Certain information upon which the opinions and values are based may have been gathered by research staff working with the appraiser. Names, professional qualifications, and extent of their participation can be furnished to the client upon request.

### Legal, Engineering, Financial, Structural or Mechanical Nature, Hidden Components, Soil

No responsibility is assumed for matters legal in character or nature, nor matters of survey, nor of any architectural, structural, mechanical, or engineering nature. No opinion is rendered as to the legal nature or condition of the title to the property, which is presumed to be good and marketable. The property is appraised assuming it is free and clear of all mortgages, liens, or encumbrances, unless otherwise stated in particular parts of this report.

The legal description is presumed to be correct, but I have not confirmed it by survey or otherwise. I assume no responsibility for the survey, any encroachments or overlapping, or other discrepancies that might be revealed thereby.

I have inspected, as far as possible by observation, the land and improvements thereon; however, it was not possible to personally observe conditions beneath the soil or hidden structural or other components, or any mechanical components within the improvement; as a result, no representation is made herein as to such matters unless otherwise specifically stated. The estimated market value assumes that no such conditions exist that would cause a loss of value. I do not warrant against the occurrence of problems arising from any of these conditions. It is assumed that there are no hidden or unapparent conditions to the property, soil, subsoil, or structures, which would render them more or less valuable. No responsibility is assumed for any such conditions or for any expense or engineering to discover them. All mechanical components are assumed to be in operating condition standard for the properties of the subject's type. The condition of the heating, cooling, ventilation, electric, and plumbing equipment is considered to be commensurate with the condition of the balance of the improvements, unless otherwise stated. No judgment is made as to the adequacy of insulation, engineering, or energy efficiency of the improvements or equipment.

Information relating to the location or existence of public utilities has been obtained through verbal inquiry to the appropriate utility authority, or has been

ascertained from visual evidence. No warranty has been made regarding the exact location or capacities of public utility systems. Subsurface oil, gas, or mineral rights were not considered in this report unless otherwise stated.

**Legality of Use**

The appraisal is based on the premise that there is or will be full compliance with all applicable federal, state, and local environmental regulations and laws, unless otherwise stated in the report; and that all appropriate zoning, building, and use regulations and restrictions of all types have been or will be complied with and required licenses, consent, permits or other authority, whether local, state, federal, and/or private, have been or can be obtained or renewed for the use intended and considered in the value estimate.

**Component Values**

The distribution of the total valuation of this report between land and improvements applies only under the proposed program of utilization. The separate valuations of land and buildings must not be used in conjunction with any other appraisal, and are invalid if so used.

A report related to an estate that is less than the whole fee simple estate applies only to the fractional interest involved. The value of this 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. A report relating to the geographic portion of a larger property applies only to such geographic portion and should not be considered as applying with equal validity to other portions of the larger property or tract. The value for such geographic portions, plus the value of all other geographic portions, may or may not equal the value of the entire property or tract considered as a single entity.

All valuations in the report are applicable only under the estimated program of the highest and best use and are not necessarily appropriate under other programs of use.

**Auxiliary and Related Studies**

No environmental or impact studies, special market study or analysis, highest and best use analysis study, or feasibility study has been requested or made by us unless otherwise specified in this report or in my agreement for services. I reserve the unlimited right to alter, amend, revise, or rescind any of these statements, findings, opinions, values, estimates, or conclusions upon any subsequent study or analysis or previous study or analysis that subsequently becomes available to us.

**Dollar Values, Purchasing Power**

The value estimates and the costs used herein are as of the date of the estimate of value. All dollar amounts are based on the purchasing power and price of the United States dollar as of the date of value estimate.

**Inclusions**

Furnishings and equipment or business operations, except as otherwise specifically indicated, have been disregarded, with only the real estate being considered.



### **Proposed Improvements' Conditioned Value**

For the purpose of this appraisal, on or off-site improvements proposed, if any, as well as any repairs required, are considered to be completed in a good and workmanlike manner according to information submitted and/or considered by us. In cases of proposed construction, the report is subject to change upon inspection of the property after construction is complete. The estimate of value, as proposed, is as of the date shown, as if completed and operating at levels shown and projected.

### **Value Change, Dynamic Market Influences**

The estimated value is subject to change with market changes over time. Value is highly related to interest rates, exposure, time, promotional effort, supply and demand, terms of sale, motivation, and conditions surrounding the offering. The value estimate considers the productivity and relative attractiveness of the property both physically and economically in the marketplace.

The estimate of value in this report is not based in whole or in part upon race, color, or national origin of the present owners or occupants of the properties in the vicinity of the property appraised.

In the event this appraisal includes the capitalization of income, the estimate of value is a reflection of such benefits and my interpretation of income and yields and other factors which were derived from general and specific market information. Such estimates are made as of the date of the estimate of value. As a result, they are subject to change, as the market is dynamic and may naturally change over time. The date upon which the value estimate applies is only as of the date of valuation, as stated in the letter of transmittal. The appraisal assumes no responsibility for economic or physical factors occurring at some later date which may affect the opinion stated herein.

An appraisal is the product of a professionally trained person, but nevertheless is an opinion only, and not a provable fact. As a personal opinion, a valuation may vary between appraisers based upon the same facts. Thus, the appraiser warrants only that the value conclusions are his best estimate as of the date of valuation. There are no guaranties, either written or implied, that the property would sell for the expressed estimate of value.

### **Sales History**

Unless otherwise stated, the appraiser has not reviewed an abstract of title relating to the subject property. No title search has been made, and the reader should consult an attorney or title company for information and data relative to the property ownership and legal description. It is assumed that the subject title is marketable, but the title should be reviewed by legal counsel. Any information given by the appraiser as to a sales history is information that the appraiser has researched; to the best of my knowledge, this information is accurate, but not warranted.

### **Management of the Property**

It is assumed that the property which is the subject of this report will be under prudent and competent ownership and management over the entire life of the

property. If prudent and competent management and ownership are not provided, this would have an adverse effect upon the value of the property appraised.

#### **Confidentiality**

We are not entitled to divulge the material (evaluation or valuation) content of this report and analytical findings or conclusions, or give a copy of this report to anyone other than the client or his designee, as specified in writing, except as may be required by the Appraisal Institute, as they may request in confidence for ethic enforcement, or by a court of law with the power of subpoena.

All conclusions and opinions concerning the analyses as set forth herein are prepared by the appraisers whose signatures appear. No change of any item in the report shall be made by anyone other than the appraiser, and the firm shall have no responsibility if any such unauthorized change is made.

Whenever our opinion herein with respect to the existence or absence of fact is qualified by the phrase or phrases "to the best of our knowledge", "it appears", or "indicated", it is intended to indicate that, during the course of our review and investigation of the property, no information has come to our attention which would give us actual knowledge of the existence or absence of such facts.

The client shall notify the appraiser of any error, omission, or invalid data herein within 10 days of receipt and return of the report, along with all copies, to the appraiser for corrections prior to any use whatsoever. Neither our name nor this report may be used in connection with any financing plans which would be classified as a public offering under State or Federal Security Laws.

#### **Copies, Publication, Distribution, Use of Report**

Possession of this report, or any copy thereof, does not carry with it the right of publication, nor may it be used for other than its intended use. The physical report remains the property of the firm for the use of the client, with the fee being for the analytical services only. This report may not be used for any purpose by any person or corporation other than the client or the party to whom the report is addressed. Additional copies may not be made without the written consent of an officer of the firm, and then only in its entirety.

Neither all nor any part of the contents of this report shall be conveyed to the public through advertising, public relations effort, news, sales, or other media without my prior written consent and approval of the client.

It has been assumed that the client or representative thereof, if soliciting funds for his project, has furnished to the user of this report complete plans, specifications, surveys, and photographs of land and improvements, along with all other information which might be deemed necessary to correctly analyze and appraise the subject property.

#### **Trade Secrets**

This appraisal was obtained from Paradise Appraisals LLC or related companies and/or its individuals and consists of "trade secrets and commercial or financial

information" which is privileged and confidential. Notify the appraiser signing the report or an officer of Paradise Appraisals LLC of any request to reproduce this report in whole or in part.

**Authentic Copies**

Any copy that does not have an original appraiser's signature is unauthorized and may have been altered and, therefore, is considered invalid.

**Testimony, Consultation, Completion of Contract for Appraisal Services**

A contract for appraisal, consultation, or analytical services is fulfilled and the total fee payable upon completion of the report. The appraisers or those assisting in the 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 will they be asked or required to engage in post appraisal consultation with client or third parties except under separate and special arrangement and at an additional fee.

Any subsequent copies of this appraisal report will be furnished on a cost plus expenses basis, to be negotiated at the time of request.

**Limit of Liability**

Liability of the firm and the associates is limited to the fee collected for preparation of the appraisal. There is no accountability or liability to any third party.

**Fee**

The fee for this appraisal or study is for the service rendered, and not for time spent on the physical report. The acceptance of the report by the client takes with it the agreement and acknowledgement that the client will pay the negotiated fee, whether said agreement was verbal or written. The fee is in no way contingent on the value estimated.

## SECTION 3—SUMMARY OF SUBJECT INFORMATION

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### Property Identification

**Property Identification**

The three condo units are located at the southwest corner of Wells Street and S. Church Street at 2103 Wells Street, Wailuku, HI. The assessor's parcel number for the project is 2340080480000. The owner of record of the leased fee interest is Makawao Management LLC.

**Tax Map**



**Assessed Value and Taxes**

The subject is currently improved with an existing office building. The site is assessed at \$434,100 and the building is assessed at \$773,700, for a total assessed value of \$1,207,800.

Item	Sq. Ft.	Assessed Value	2016 Property tax
Unit A	3283	\$ 604,000.00	\$ 3,986.40
Unit B	1326	\$ 301,900.00	\$ 1,992.54
Unit C	1723	\$ 301,900.00	\$ 1,992.54
	6332	\$ 1,207,800.00	\$ 7,971.48

**Zoning**

The subject is zoned B-2, requiring a minimum land area of 6,000 sq. ft. This zoning allows retail use and office use with a land coverage ratio of less than 200%. The subject site meets the minimum site size requirement of the zoning.

**Property Inspection**

The property was inspected on June 27, 2016. The appraiser was accompanied by the current property manager.

**Sale and Listing History of Subject Property**

The subject last sold on 10/13/2014 for a total price of \$1,525,000. It has not been listed for sale in MLS since that sale.

## SECTION 4—PRESENTATION OF DATA COLLECTED

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County or Regional Data  
Island of Maui Map  
Market Neighborhood Map  
Property Description  
Parcel Map  
Flood Zone Map  
Zoning  
Improvements Description  
Building Sketch  
Photos

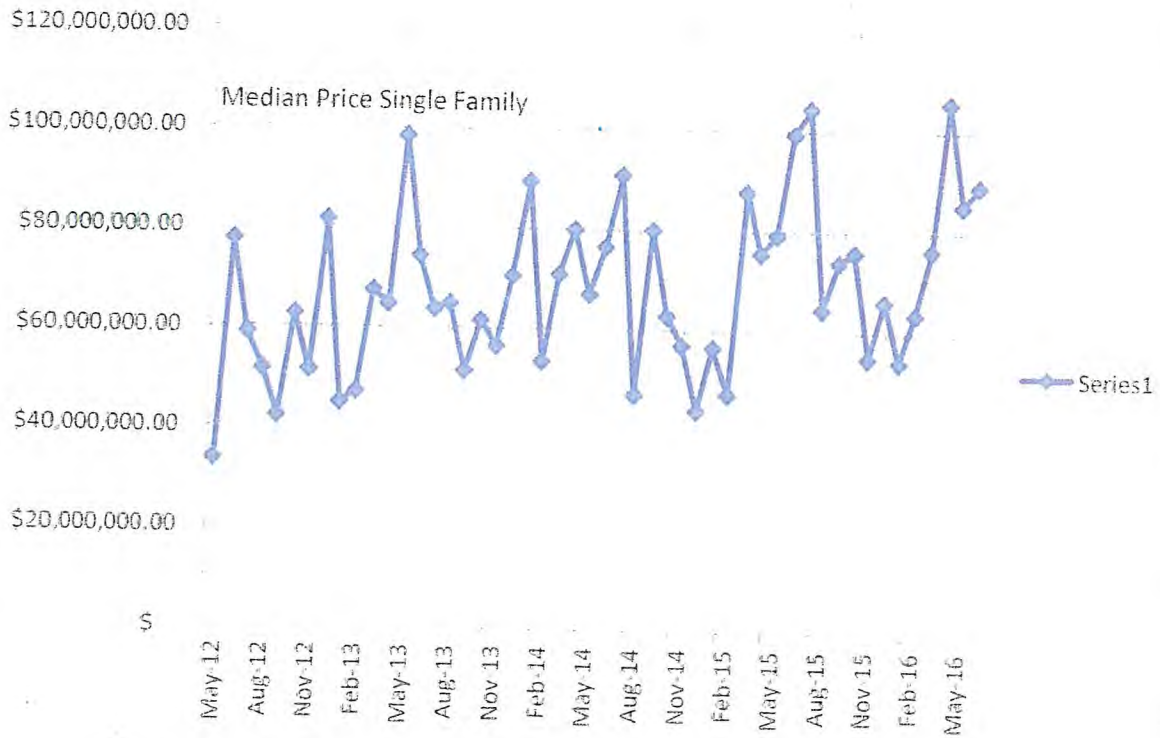
County or Regional Data

**Maui County Real Estate Market**

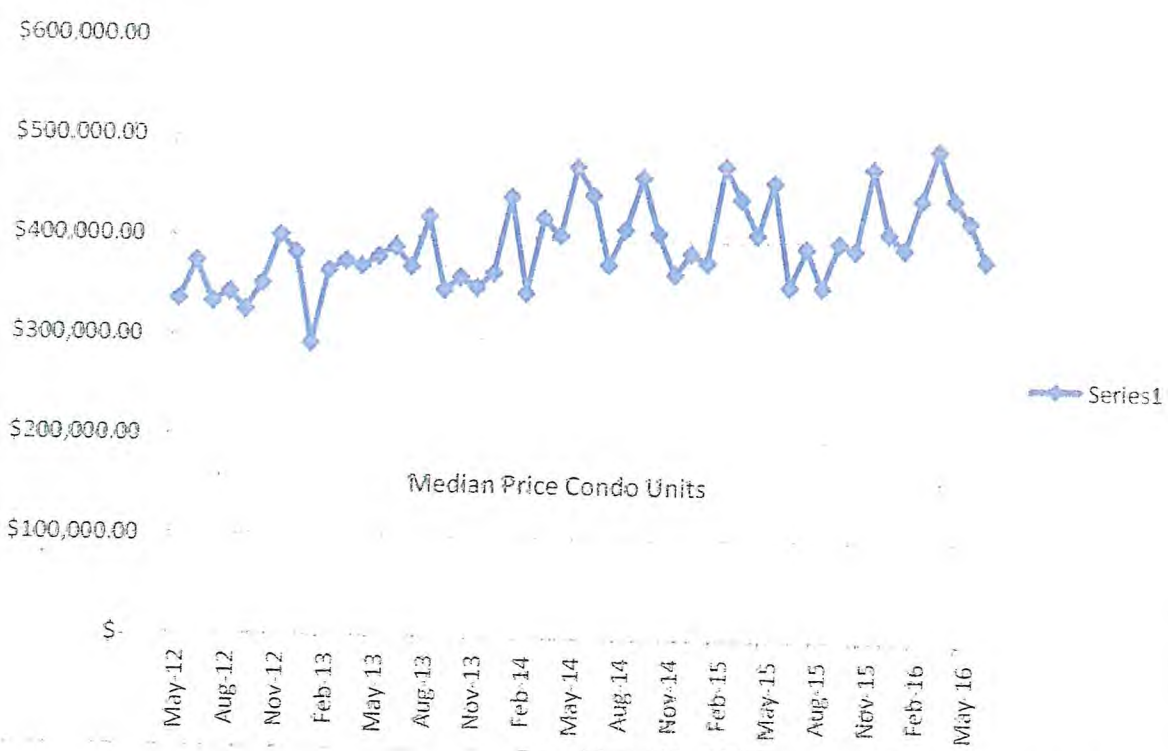
The residential market is explained best in the following graphs.

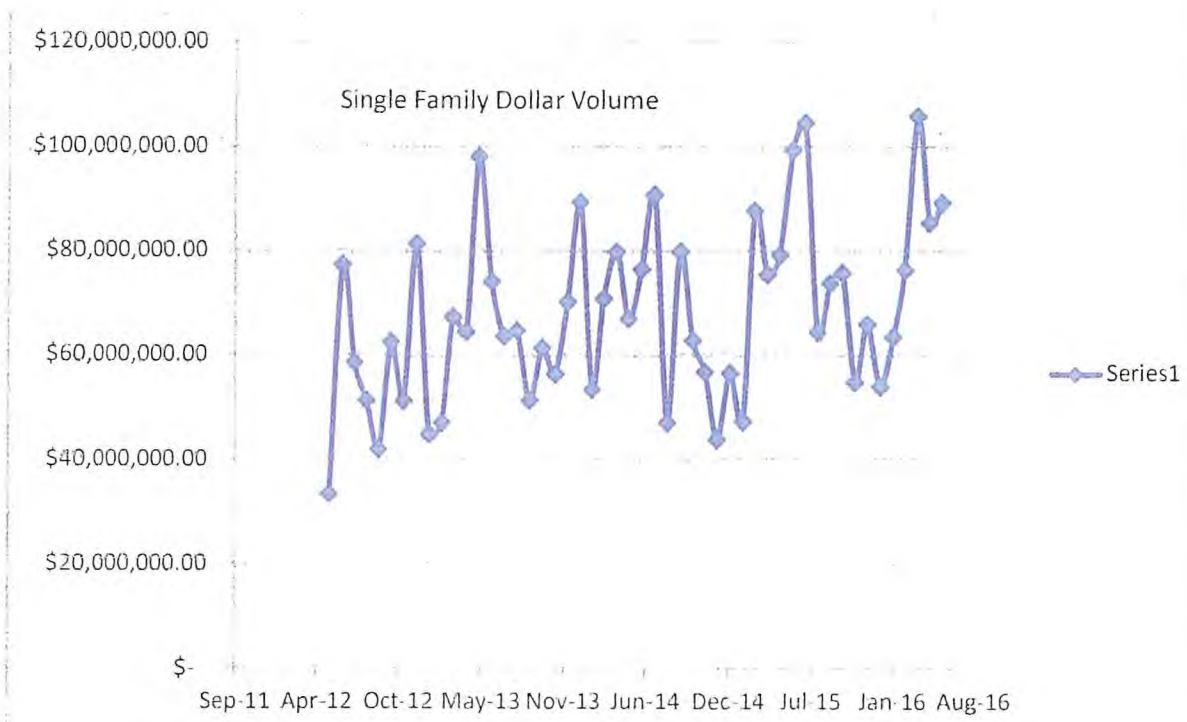
Month	Single Family Total Volume	Median Deatche Home Price	Condo Total Volume	Median Fee Simple Condo Price
May-12	\$ 33,415,849.00	\$ 382,000.00	\$ 58,209,450.00	\$ 334,500.00
Jun-12	\$ 77,311,750.00	\$ 575,500.00	\$ 55,415,328.00	\$ 372,990.00
Jul-12	\$ 58,606,444.00	\$ 488,000.00	\$ 32,165,559.00	\$ 332,000.00
Aug-12	\$ 51,365,842.00	\$ 620,000.00	\$ 41,206,475.00	\$ 342,450.00
Sep-12	\$ 42,074,906.00	\$ 437,500.00	\$ 29,447,742.00	\$ 325,000.00
Oct-12	\$ 62,521,555.00	\$ 487,000.00	\$ 37,396,535.00	\$ 351,495.00
Nov-12	\$ 51,261,155.00	\$ 467,599.00	\$ 59,993,786.00	\$ 400,000.00
Dec-12	\$ 81,342,337.00	\$ 511,750.00	\$ 69,780,428.00	\$ 382,450.00
Jan-13	\$ 44,860,175.00	\$ 550,000.00	\$ 25,487,040.00	\$ 292,000.00
Feb-13	\$ 47,089,500.00	\$ 550,000.00	\$ 50,587,457.00	\$ 364,950.00
Mar-13	\$ 67,340,383.00	\$ 509,500.00	\$ 62,948,654.00	\$ 375,000.00
Apr-13	\$ 64,569,492.00	\$ 500,000.00	\$ 76,973,491.00	\$ 370,000.00
May-13	\$ 98,101,958.00	\$ 544,500.00	\$ 75,007,354.00	\$ 380,000.00
Jun-13	\$ 74,245,993.00	\$ 615,000.00	\$ 68,122,211.00	\$ 390,000.00
Jul-13	\$ 63,702,316.00	\$ 475,000.00	\$ 65,449,499.00	\$ 370,000.00
Aug-13	\$ 64,780,342.00	\$ 585,000.00	\$ 61,990,362.00	\$ 420,000.00
Sep-13	\$ 51,393,639.00	\$ 470,000.00	\$ 64,778,595.00	\$ 347,500.00
Oct-13	\$ 61,520,387.00	\$ 545,000.00	\$ 56,343,752.00	\$ 360,000.00
Nov-13	\$ 56,462,461.00	\$ 515,000.00	\$ 81,496,687.00	\$ 350,000.00
Dec-13	\$ 70,355,553.00	\$ 512,500.00	\$ 70,605,681.00	\$ 365,000.00
Jan-14	\$ 89,363,445.00	\$ 695,000.00	\$ 58,064,091.00	\$ 441,000.00
Feb-14	\$ 53,500,137.00	\$ 560,000.00	\$ 49,549,851.00	\$ 345,000.00
Mar-14	\$ 70,871,643.00	\$ 596,000.00	\$ 84,424,747.00	\$ 420,000.00
Apr-14	\$ 79,857,915.00	\$ 583,000.00	\$ 84,075,749.00	\$ 403,500.00
May-14	\$ 66,984,425.00	\$ 540,000.00	\$ 88,662,339.00	\$ 472,000.00
Jun-14	\$ 76,497,044.00	\$ 535,000.00	\$ 59,621,244.00	\$ 444,500.00
Jul-14	\$ 90,791,926.00	\$ 570,250.00	\$ 51,082,100.00	\$ 375,000.00
Aug-14	\$ 47,079,365.00	\$ 570,000.00	\$ 75,534,400.00	\$ 410,000.00
Sep-14	\$ 79,942,353.00	\$ 570,000.00	\$ 41,967,400.00	\$ 462,500.00
Oct-14	\$ 62,884,568.00	\$ 564,000.00	\$ 56,699,040.00	\$ 407,000.00
Nov-14	\$ 56,930,810.00	\$ 585,000.00	\$ 44,319,495.00	\$ 366,250.00
Dec-14	\$ 43,993,485.00	\$ 565,000.00	\$ 62,197,022.00	\$ 387,500.00
Jan-15	\$ 56,605,365.00	\$ 577,000.00	\$ 43,424,420.00	\$ 378,000.00
Feb-15	\$ 47,340,156.00	\$ 558,625.00	\$ 68,052,940.00	\$ 475,000.00
Mar-15	\$ 87,738,194.00	\$ 630,000.00	\$ 86,539,202.00	\$ 442,500.00
Apr-15	\$ 75,455,720.00	\$ 575,000.00	\$ 71,242,135.00	\$ 407,500.00
May-15	\$ 79,237,955.00	\$ 607,098.00	\$ 84,482,640.00	\$ 459,000.00
Jun-15	\$ 99,334,727.00	\$ 650,000.00	\$ 52,062,043.00	\$ 355,000.00
Jul-15	\$ 104,529,507.00	\$ 590,000.00	\$ 53,243,300.00	\$ 394,000.00
Aug-15	\$ 64,496,019.00	\$ 550,000.00	\$ 60,100,943.00	\$ 355,000.00
Sep-15	\$ 73,837,826.00	\$ 573,300.00	\$ 57,118,040.00	\$ 399,900.00
Oct-15	\$ 75,879,642.00	\$ 585,000.00	\$ 59,427,622.00	\$ 392,900.00
Nov-15	\$ 54,876,344.00	\$ 550,000.00	\$ 47,601,004.00	\$ 475,000.00
Dec-15	\$ 66,080,302.00	\$ 545,788.00	\$ 65,355,837.00	\$ 410,000.00
Jan-16	\$ 54,099,246.00	\$ 630,000.00	\$ 45,711,559.00	\$ 395,000.00
Feb-16	\$ 63,582,865.00	\$ 595,000.00	\$ 63,554,937.00	\$ 444,450.00
Mar-16	\$ 76,436,053.00	\$ 610,750.00	\$ 69,569,844.00	\$ 494,000.00
Apr-16	\$ 105,900,599.00	\$ 680,000.00	\$ 91,157,464.00	\$ 445,000.00
May-16	\$ 85,415,239.00	\$ 622,500.00	\$ 74,116,614.00	\$ 423,500.00
Jun-16	\$ 89,304,798.00	\$ 657,000.00	\$ 65,075,951.00	\$ 384,000.00



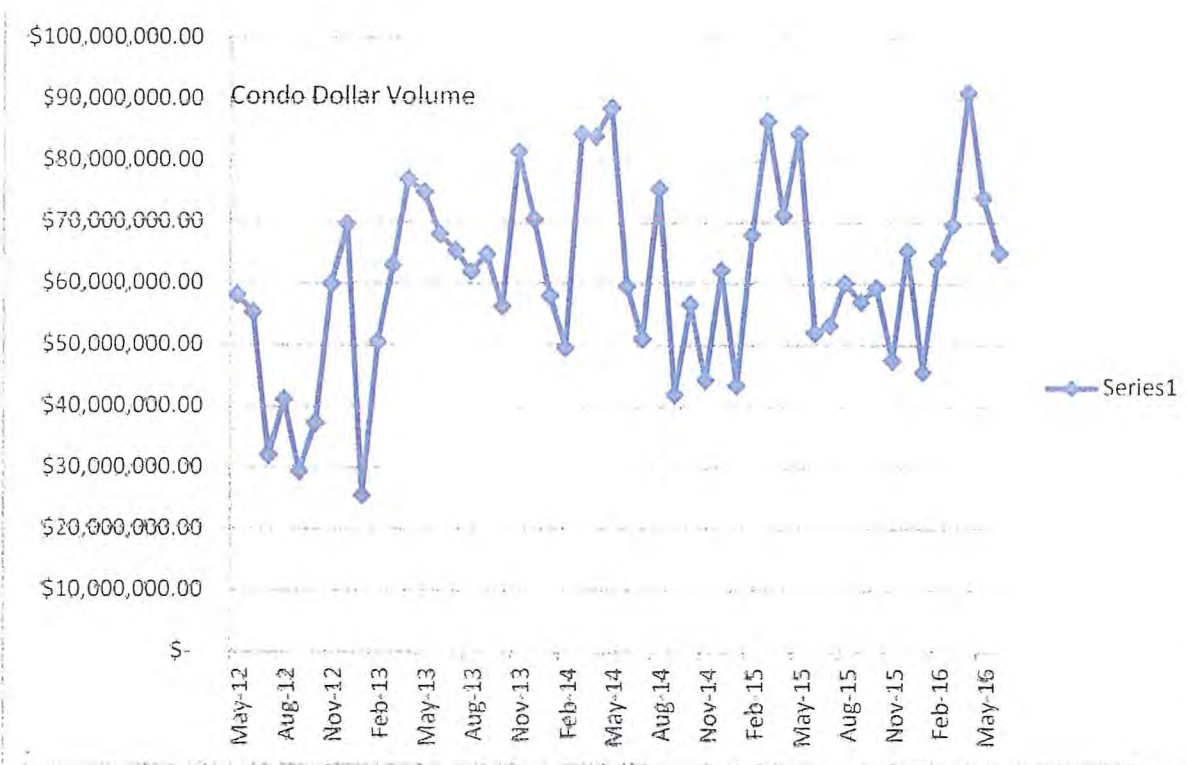


A trend of moving higher is evident with each peak being higher than the previous and each valley being higher than the previous.





Demand appears to be still growing.



**Office Market**

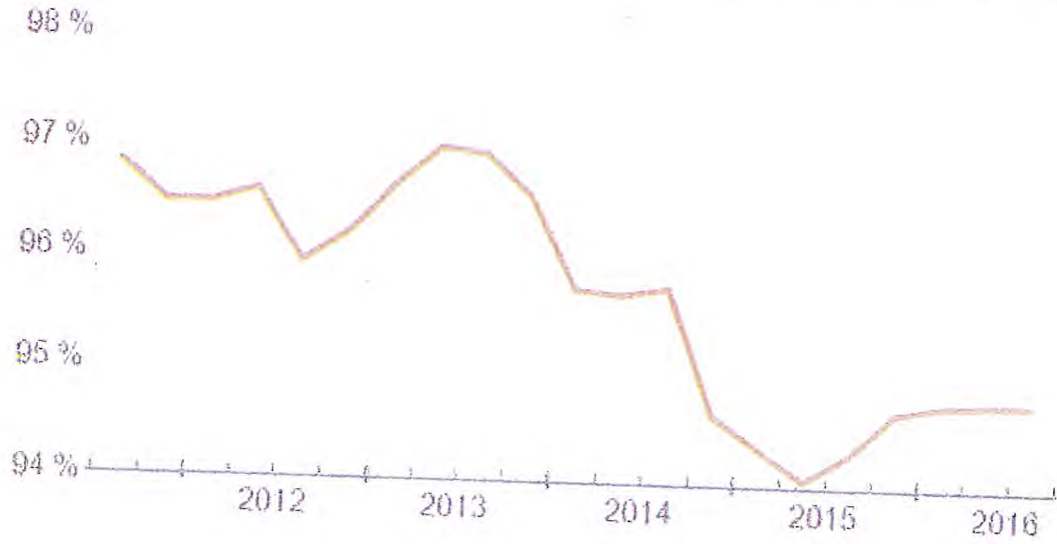
The appraiser has completed the following survey of office space in the Kahului/Wailuku market area:

Building Address	Year Built	Rentable Building Area	Total Available Space (SF)
400 Ala Makani St	2005	8000	0
427 Ala Makani St	2005	12546	7289
2261 Aupuni St	1976	3434	0
24 N Church St	1988	36907	1057
30 N Church St		3770	0
55 N Church St	1963	4000	268
140 Hoohana St	1991	30780	3829
173 Hoohana St	1993	8272	625
270 Hookahi St	1983	20109	1132
280 Hookahi St	1981	10410	1284
291 Hookahi St	1976	10360	800
450 Hookahi St	1988	10000	0
77 Hookele St	2004	14036	3521
89 Hookele St	2005	10000	0
325 Hukilike St	1987	19250	797
355 Hukilike St	1988	36948	0
210-220 Imi Kala St	1993	29993	2000
275-285 W Kaahumanu Ave	1972	14775	2155
86 W Kamehameha Ave	1972	7234	0
1852 Loke St		3989	1050
33 Lono Ave	1974	56824	12950
95 Lono Ave	1973	13200	2411
1464 Lower Main St	1979	9550	0
35 Lunalilo St	1988	19878	2379
1885 Main St	1991	65419	0
1955 Main St	1991	8593	0
1999 Main St	1938	18910	2609
2050 Main St	2000	24722	11180
2065 Main St	1936	19532	997
2200 Main St	1989	155545	15138
53 Puunene Ave	1959	16642	7756
2073 Wells St		4814	0
2115 Wells St	1978	4104	2030
2145 Wells St	1980	32472	2247
1728 Wili Pa Loop	1998	5628	2814
1977 Kaohu St		18255	3278
1931 Vineyard St	1989	5036	1496
151 E Wakea Ave	1995	8571	1029
		782508	94121
% of space available			12.03%

While vacancies are still well above what would be expected stable frictional vacancy levels of around 5%, the office market appears to have absorbed a good deal of vacancies in the last couple of years.

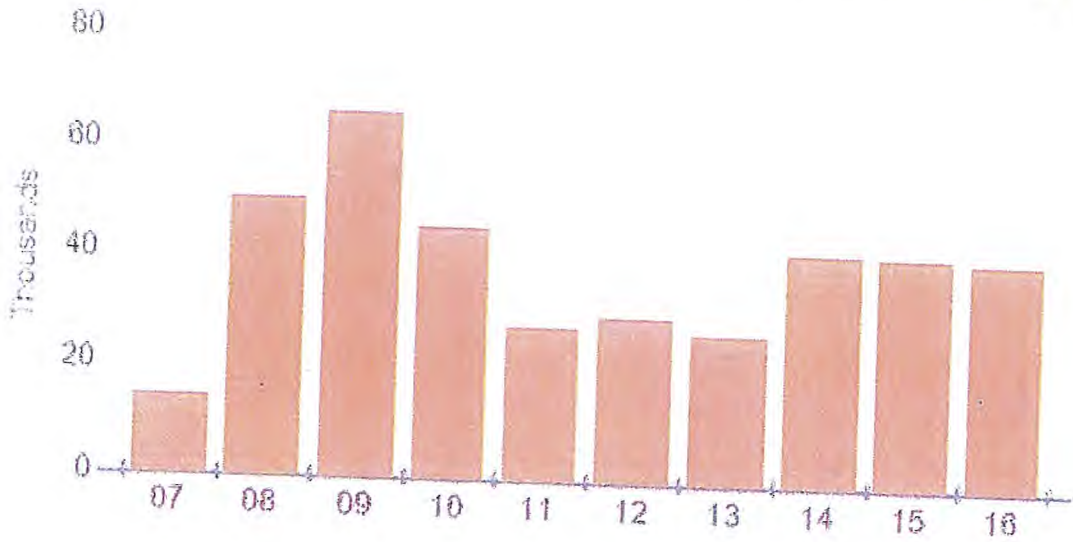
### Occupancy Rate

1Y 3Y 5Y 10Y All



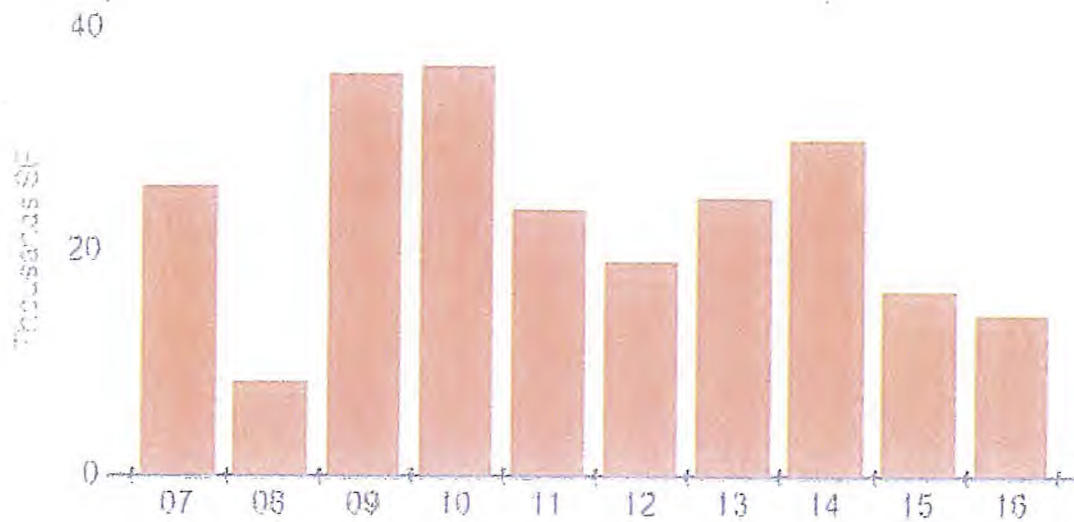
### Vacant SF

1Y 3Y 5Y 10Y All



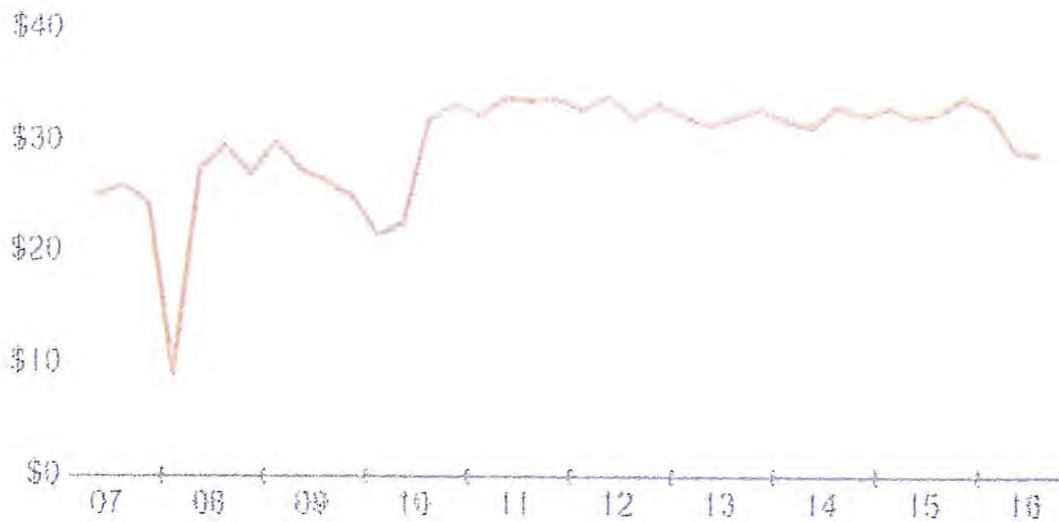
## Leasing Activity

1Y 3Y 5Y 10Y All



## Gross Asking Rent Per SF

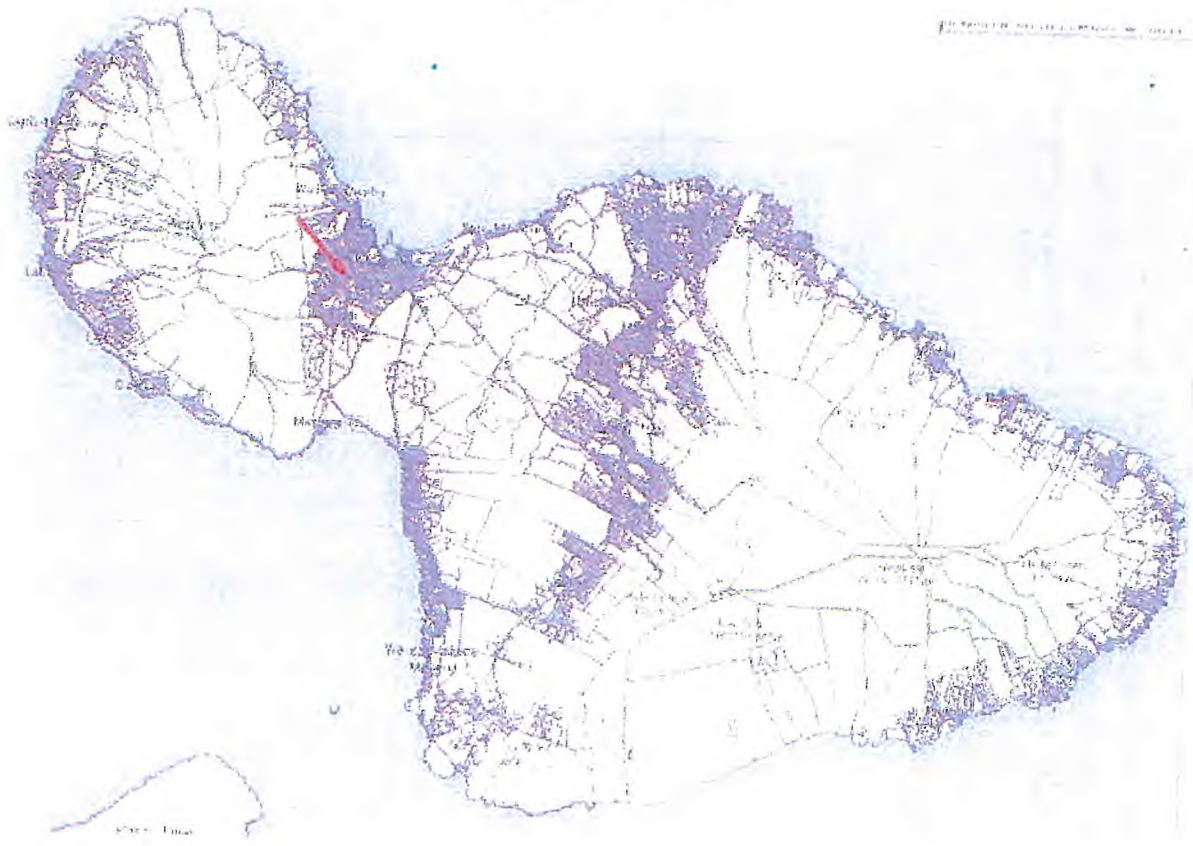
1Y 3Y 5Y 10Y All



While it appears there have been grudging and slow improvements in the leasing up of office space, there is still enough space available to keep rents at a level of little or new appreciation.

# Island of Maui Map

U.S. GEOLOGICAL SURVEY, WASHINGTON, D.C. 20508



# Market Neighborhood Map



## **Property Description**

### **Site Description**

The subject is known as 2103 Wells Street, Wailuku, Hawaii, 96793. The tax map key number for this parcel is 234-8-48 and the site contains 10,718 sq. ft. It is located at the southwest corner of Wells Street and S. Church Street. It is a roughly rectangular shaped.

Wells Street is the street on which the county office facilities are located roughly 1.5 blocks to the west. Both Wells Street and S. Church Street are asphalt paved with concrete curbs and gutters and sidewalks.

The general area has overhead electrical service and streetlights. Maui Electric Light Company provides electrical utilities. Telephone service is provided by Hawaiian Telcom. County sewer is provided in this area. The subject has a public water line and meter.

The properties in the immediate area consist of a mixture of commercial office and retail buildings and older residential properties.

This site and the surrounding sites have historically shown they are capable of supporting commercial structures. The subject is a relatively level site.

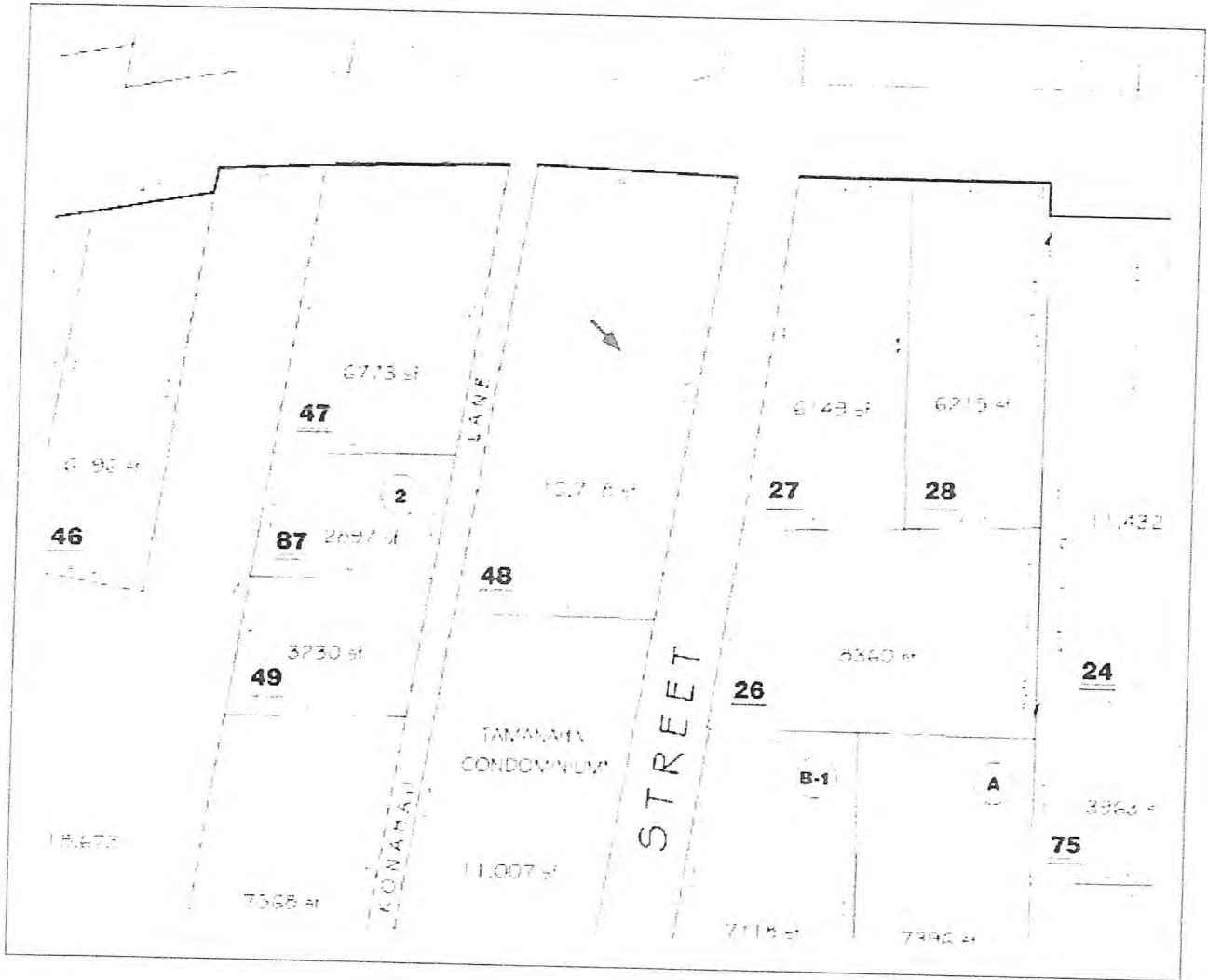
As of the effective date of the appraisal, no environmental assessment has been completed on the property. No other obvious signs of an environmental hazard were noted during the appraiser's inspection; however, the reader should note that the appraiser is not an expert in this field. The appraiser assumes the property is clear of any environmental hazards.

### **Flood Zone**

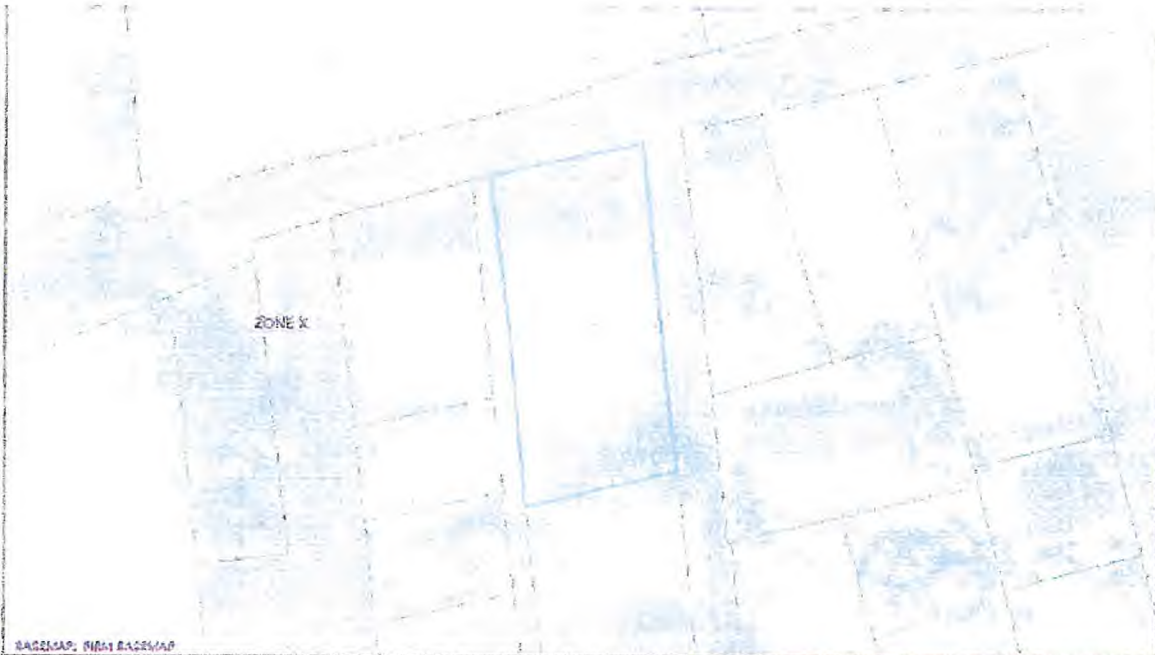
According to the State of Hawaii Dept. of Land and Natural Resources Flood Hazard Assessment tool, and FIRM Panel #1500030391E dated September 25, 2009, the subject is located in Zone X. Zone X is an area determined to be outside the 500 year flood plain.



Parcel Map



# Flood Zone Map



BASEMAP: FEMA BASEMAP



## Flood Hazard Assessment Report

www.hawaii.gov

### Property Information

COUNTY: MAUI  
 TAX ID: 12 49 002 040  
 WATERFLOO: 1A0  
 PARCEL ADDRESS: 1001 WHEEL ST  
 MAILING CITY: HOLOLOA

### Notes:

### Flood Hazard Information

IRM INDEX DATE: NOVEMBER 04, 2013  
 LETTER OF MAP CHANGE(S): NONE  
 FEMA RMF PANEL: 150001012E  
 PANEL EFFECTIVE DATE: SEPTEMBER 22, 2013

THIS PROPERTY IS WITHIN A FLOOD HAZARD ZONE: NO  
 FOR MORE INFO: VISIT [www.fema.gov](http://www.fema.gov)

THIS PROPERTY IS WITHIN A FLOOD HAZARD ZONE: NO  
 FOR MORE INFO: VISIT [www.fema.gov](http://www.fema.gov)



**Disclaimer:** The Hawaii Department of Land and Natural Resources (DLNR) assumes no responsibility arising from the use, accuracy, completeness, and timeliness of any information contained in this report. Visitors/Users are responsible for verifying the accuracy of the information and agree to indemnify the DLNR, its officers, and employees from any liability which may arise from its use of its data or information.

**If this map has been identified as PRELIMINARY, please note that it is being provided for informational purposes and is not to be used for flood insurance rating. Contact your specialty floodplain manager for flood zone determinations to be used for compliance with local floodplain management regulations.**

### FLOOD HAZARD ASSESSMENT TOOL (FHA) LEGEND

(Note: legend does not correspond with AIRM)

**SPECIAL FLOOD HAZARD AREAS (SFHAs) SUBJECT TO REGULATION BY THE 1% ANNUAL CHANCE FLOOD** - The 1% annual chance flood (100-year), also known as the 100-year flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. SFHAs include Zone A, AE, AH, AO, V, and VE. The Base Flood Elevation (BFE) is the water surface elevation of the 1% annual chance flood. Mandatory flood insurance purchase applies in these zones.

	Zone A: No BFE determination
	Zone AR: BFE determination
	Zone AH: Flood depths of 4 to 6 feet (usually sheet flow or ponding); BFE determination
	Zone AO: Flood depths of 1 to 3 feet (usually sheet flow or ponding); average depths determination
	Zone V: Coastal flood area with velocity hazard (wave action); no BFE determination
	Zone VE: Coastal flood area with velocity hazard (wave action); BFE determination
	Zone AE: Floodway areas in Zone AE. The floodway is the channel of stream and any adjacent floodplain areas that must be kept free of encumbrance so that the 1% annual chance flood can be carried without increasing the BFE.

**NON-SPECIAL FLOOD HAZARD AREA** - An area in a non-specified flood zone that has no mandatory flood insurance purchase requirements apply, but coverage is available in participating communities.

	Zone X (X-SEAS): Areas and structures within flood zones of the 1% annual chance flood with building contents of less than \$5000 or with building contents less than 1 year's and are not protected by levees from the 1% annual chance flood.
	Zone X: Areas determined to be outside the 1% annual chance floodplain.

### OTHER FLOOD AREAS

	Zone D: Unshaded areas where flood hazards are considered minimal, but flooding is possible. No mandatory flood insurance purchase apply, but coverage is available in participating communities.
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**Zoning**

The zoning for this property is B-2, and is described below:

- **19.18.010 - Purpose and intent.**

A B-2 community business district is intended to provide all types of goods and services for the community, with the exception of those uses more generally associated with an industrial district, but at a lower intensity of use than in the B-3 central business district. (Ord. No. 4088, § 7, 2013)

- **19.18.020 - Permitted uses.**

Within the B-2 community business district, the following uses shall be permitted:

Permitted uses	Criteria or limitations
Amusement and recreational activities	
Animal hospitals including boarding	
Auditoriums, theaters, and gymnasiums including fitness centers, private clubs, and dance halls	
Automobile services	Provided all automobile repair operations are conducted wholly within a completely enclosed building; and provided further, that tire rebuilding or battery manufacturing shall not be permitted
Automobile upholstery shops	
Awning or canvas shops	
Baseball, football and other sports stadiums or activities	
Bed and breakfast homes, in a lawfully existing single-family dwelling	Subject to the restrictions and standards of <u>section 19.64.030</u> of this code
Buildings and premises used, owned or operated by government agencies, including community centers	
Catering establishments	
Communication equipment, antenna or towers	
Day care facilities	
Drive-in restaurants	
Eating and drinking establishments	
Education, specialized	
Educational institutions	
Entertainment establishments	
Farmers markets	
General merchandising	
General office	
Ice cream and milk manufacturing plants	
Libraries	
Marinas	

Permitted uses	Criteria or limitations
Multifamily dwellings, duplexes, and bungalow courts	
Museums	
New and used car lots	Provided all repair and maintenance is conducted wholly within a completely enclosed building
Nursing and convalescent homes	
Nurseries (flower or plants)	Provided, that all incidental equipment and supplies, including fertilizers and empty cans, are kept within enclosed buildings
Parking structures or lots, which may include solar energy facilities that are installed on overhead canopies or structures, and may provide power to other lots	
Personal and business services	
Pet shops and boarding facilities	
Recycling collection center	Conducted wholly within a completely enclosed building or within an area enclosed on all sides by a solid fence or wall at least six feet in height; and provided, that no goods, materials, or objects shall be stacked higher than the fence or walls so erected
Redemption center	
Religious, benevolent, or philanthropic societies, civil organizations, and quasi-public uses	
Sanitariums	
Sign-painting shops	Conducted wholly within a completely enclosed building
Swap meet or open air market	
Taxicab, car rental, and U-drive stations and offices	
Transient vacation rentals	Not exceeding twenty bedrooms; except on Molokai, where a special use permit shall be required
Other similar businesses or commercial enterprises or activities that are not detrimental to the welfare of the surrounding area	Provided that such uses shall be approved by the appropriate planning commission as conforming to the intent of this article

(Ord. No. 4088, § 7, 2013)

- **19.18.030 Accessory uses.**

The following uses, located on the same lot, are deemed accessory, customary, incidental, usual, and necessary to the permitted uses in the B-2 community business district.

Accessory uses	Criteria or limitations
Energy systems, small-scale	Provided there will be no detrimental or nuisance effect upon neighbors

Accessory uses	Criteria or limitations
Warehouses and yards	Conducted wholly within a completely enclosed building or within an area enclosed on all sides by a solid fence or wall at least six feet in height; and provided, that no goods, materials, or objects shall be stacked higher than the fence or walls so erected
One or more dwelling units	Located above or below the first floor of a permitted use
Other uses that are determined by the director of planning to be clearly incidental and customary to a permitted use	

(Ord. No. 4088, § 7, 2013)

• **19.18.040 - Special uses.**

The following are special uses in the B-2 community business district, and approval of the appropriate planning commission shall be obtained, upon conformance with the intent of this article and subject to such terms and conditions as may be warranted and required:

Special uses	Criteria or limitations
Mortuaries	
Transient vacation rentals	Twenty-one to fifty bedrooms; except on Molokai, where the maximum number of bedrooms and use shall be determined by the planning commission
Other uses that are similar in character to permitted and special uses and that are not detrimental to the welfare of the surrounding area	

(Ord. No. 4088, § 7, 2013)

• **19.18.050 - Development standards.**

The development standards in the B-2 community business district shall be as follows:

B-2	Notes and exceptions	
Minimum lot area (square feet)	6,000	
Minimum lot width (in feet)	60	
Maximum building height (in feet)	90	Except that vent pipes, fans, chimneys, antennae, and equipment used for small-scale energy systems on roofs shall not exceed one hundred feet
Floor area ratio	200%	
Minimum yard setback (in feet)		
Front	None	

B-2	Notes and exceptions	
Side and rear	0 or the same as the adjoining zoning category whichever is greater	
Maximum height and minimum setback for free-standing antennae or wind turbine structures	Maximum height of 50 feet; minimum setback of 1 foot for each foot in height, from all property lines	
Accessory structures within setback area	Mail boxes, trash enclosures, boundary walls, and ground signs	

(Ord. No. 4088, § 7, 2013)

- **19.18.060 - Rule making authority.**  
Modified

The director of planning may adopt rules to implement this chapter. (Ord. No. 4088, § 7, 2013)

### Improvements Description

The subject's site is improved with a two-story concrete block constructed office building built in 1970 that was converted into the Ueoka office complex with 3 units in 2002. The building contains 3,665 sq. ft. of gross building area on the first floor divided into two units and 3,710 sq. ft. of gross building area on the second floor. The condo public report shows the areas per unit as:

Item	Sq. Ft.	Assessed Value	2016 Property Tax
Unit A	3283	\$ 604,000.00	\$ 3,986.40
Unit B	1326	\$ 301,900.00	\$ 1,992.54
Unit C	1723	\$ 301,900.00	\$ 1,992.54
Totals	6332	\$ 1,207,800.00	\$ 7,971.48

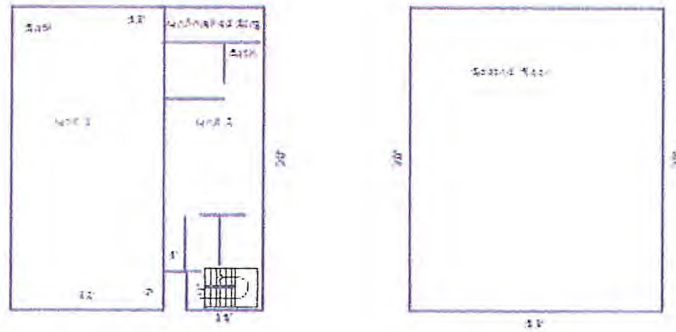
The building has a concrete slab foundation. The walls are CMU blocks. The interior partitions are 2x4 wood framed with drywall. Ceilings are suspended tile. The roof is a built up synthetic roof. Windows are fixed commercial glass. Flooring is commercial grade carpet with some vinyl and ceramic tile. The lower level has a split air conditioning system and the second floor has central air conditioning. Each unit is individually metered for electric and has its own bathroom.

The subject's mechanical plant includes a public water meter, a public sewer connection, and a public electric hook up.

This building is of average quality. The second floor has no ADA compliant access but does utilize an intercom system for handicapped patrons. The lack of an elevator will limit the appeal of this space. The first floor flooring and ceiling tiles are worn and should be replaced. The roof was recovered 1.5 years ago.

The parking lot has 3 spaces including one ADA space in the front asphalt lot, 4 spaces along Church Street, and 12 more in the rear asphalt lot. The parking lots are in need of restriping.

### Building Sketch



Comments

#### AREA CALCULATIONS SUMMARY

Code	Description	Net Area	Net Perimeter
0200	FLOOR SLAB	3551.0	3551.0
0200	Reinforced Floor	3710.0	3710.0

#### BUILDING AREA BREAKDOWN

Breakdown	Subtotal
FLOOR SLAB	3551.0
32.0 x 9.0	288.0
42.0 x 41.0	1722.0
9.0 x 18.0	162.0
94700 FLOOR	3710.0
10.0 x 38.0	380.0

NET BUILDING AREA

(rounded)

7270

0 items

(rounded)

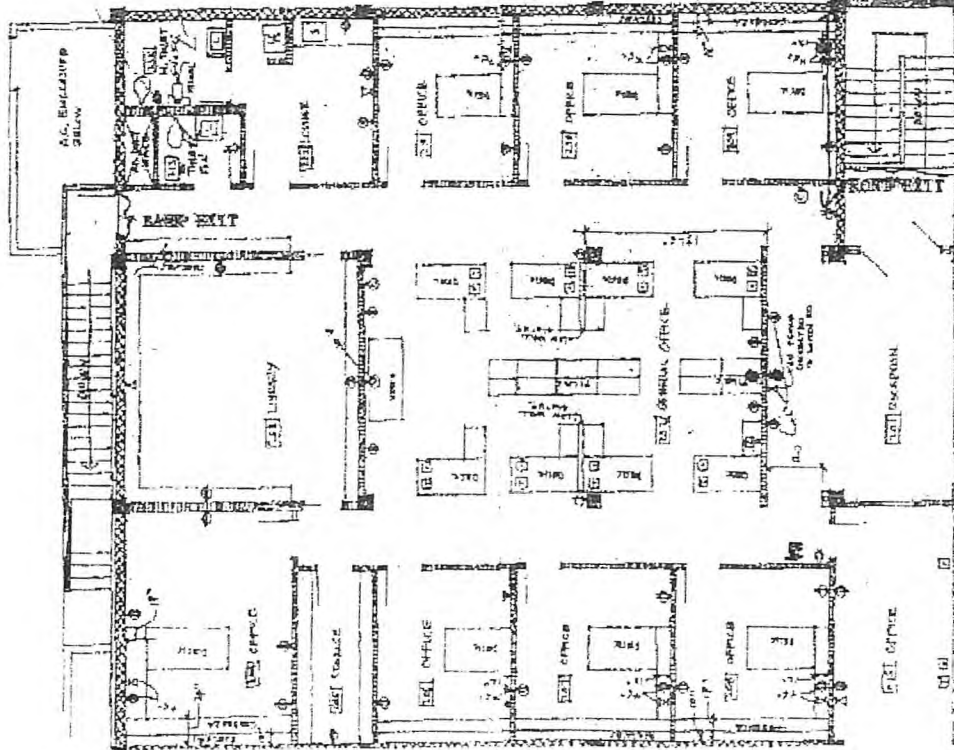
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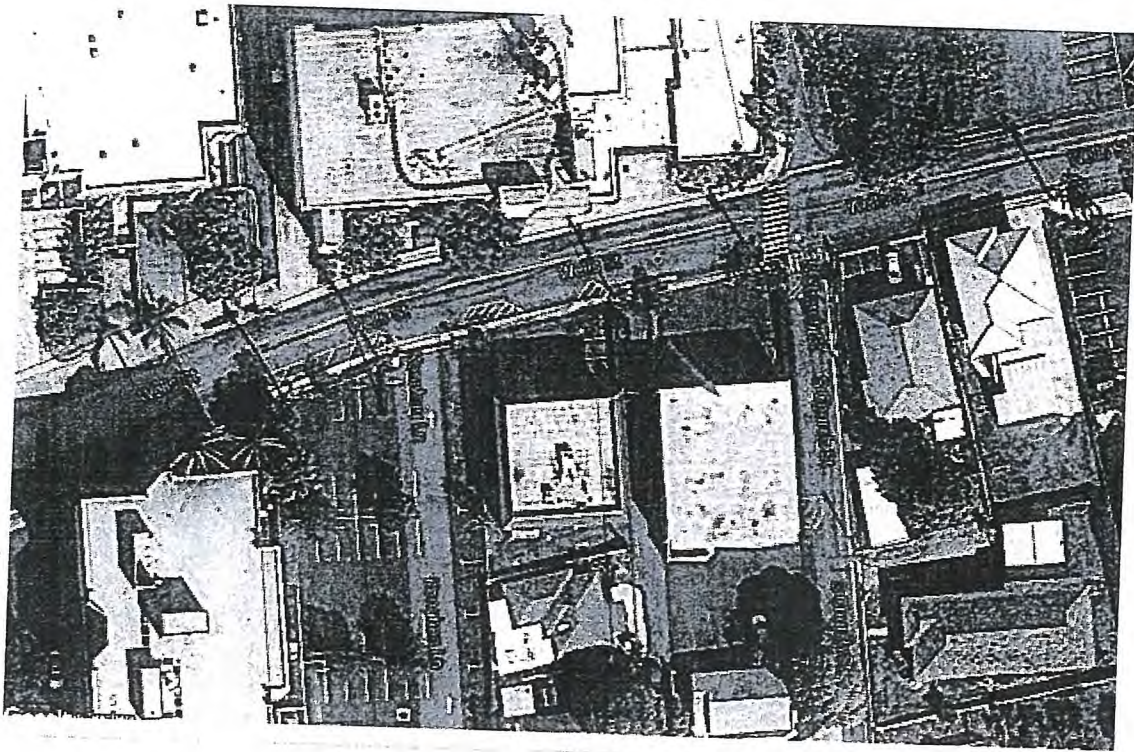
# Second Floor Layout

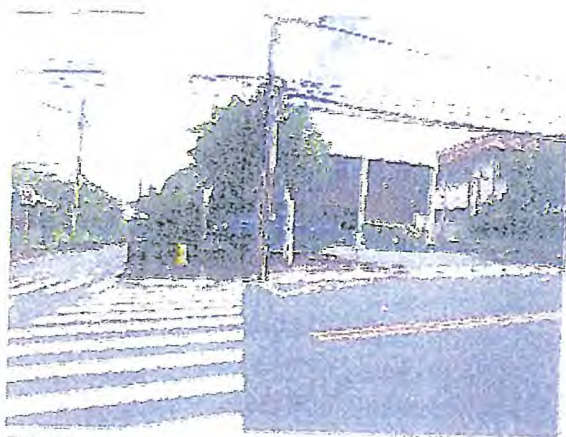
DEPARTMENT OF THE PROSECUTING ATTORNEY  
DISTRICT COURT DIVISION  
LOCATION: UEOKA BLDG  
2103 WELLS ST, WAILUKU

● FIRE EXTINGUISHER



Satellite Photo





Front



Street



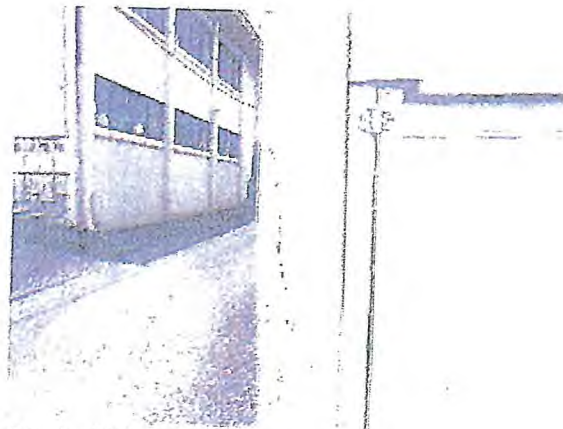
Parking



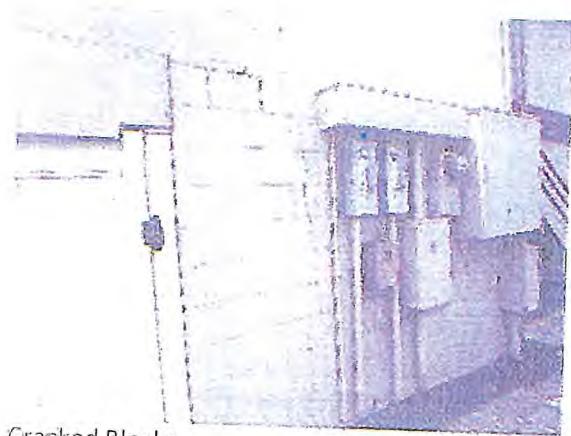
Alley



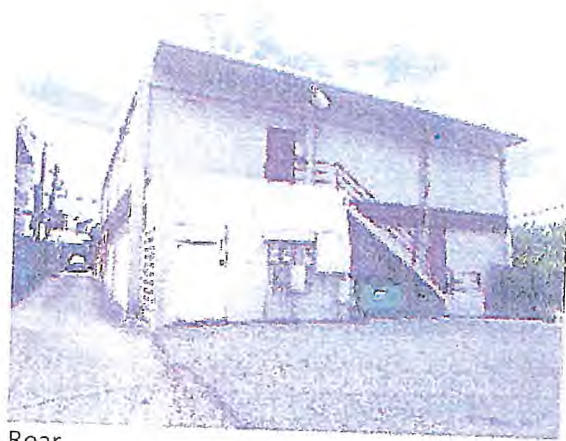
Side Street



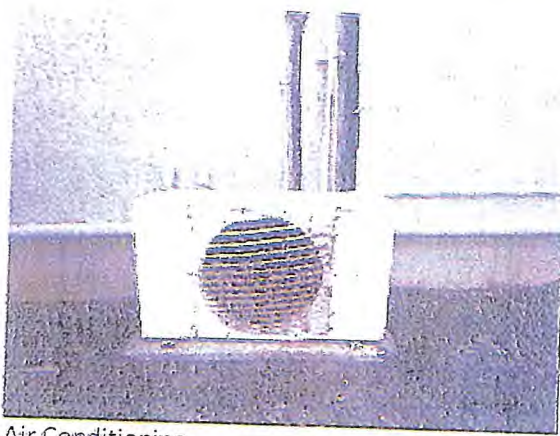
Cracked Blocks



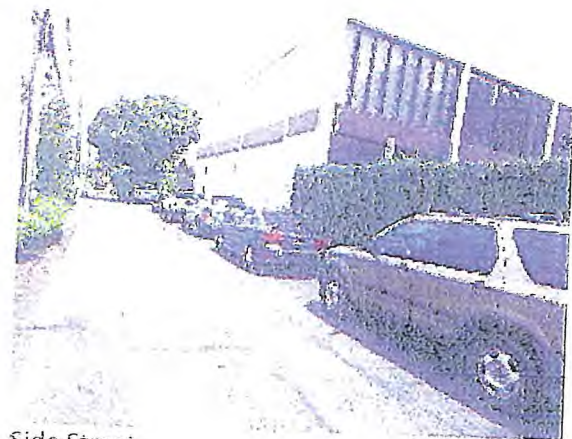
Cracked Blocks



Rear



Air Conditioning



Side Street



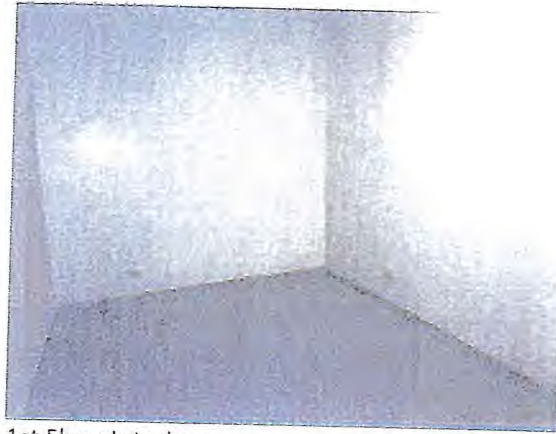
1st Floor Interior



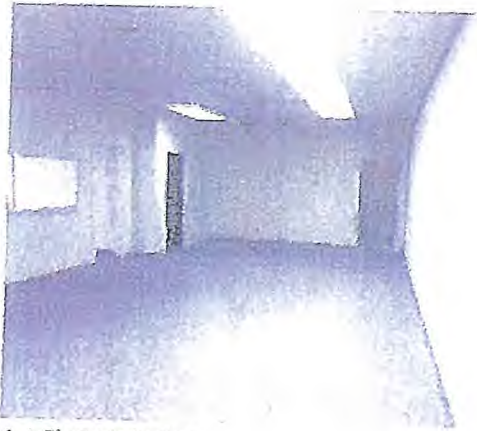
1st Floor Interior



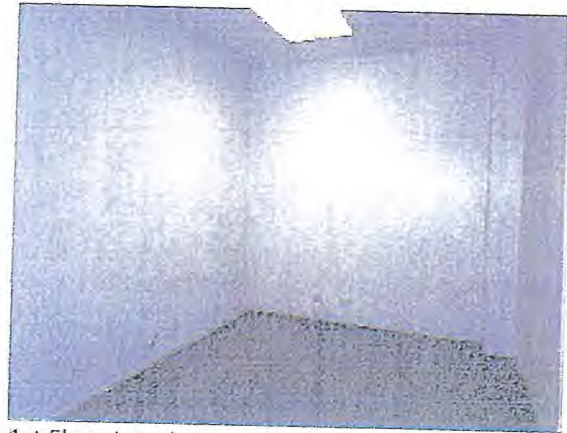
1st Floor Interior



1st Floor Interior



1st Floor Interior



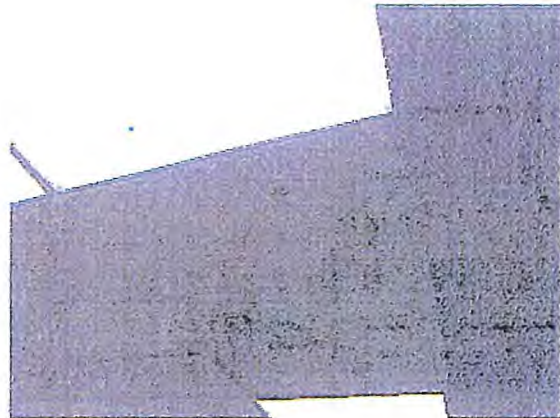
1st Floor Interior



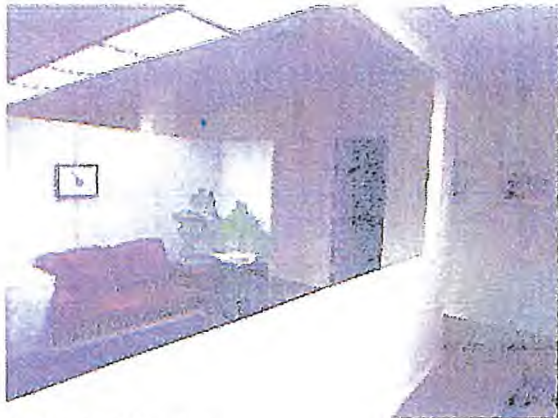
1st Floor Interior



1st Floor Interior



Ceiling



2nd Floor Interior



2nd Floor Interior



2nd Floor Interior



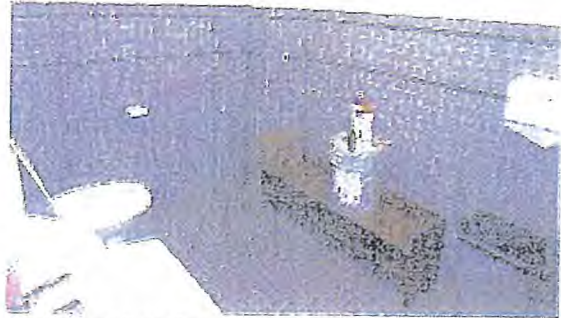
2nd Floor Interior



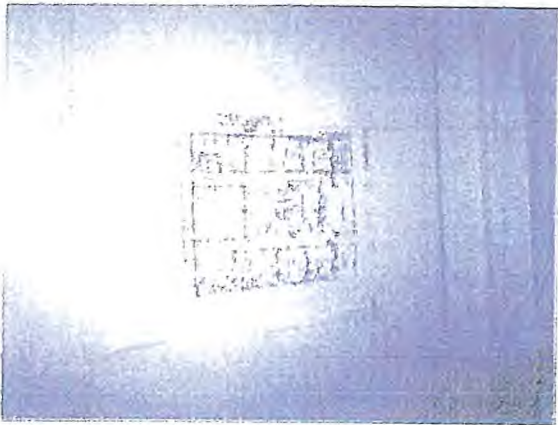
2nd Floor Interior



2nd Floor Interior



2nd Floor Interior



2nd Floor Interior



2nd Floor Interior



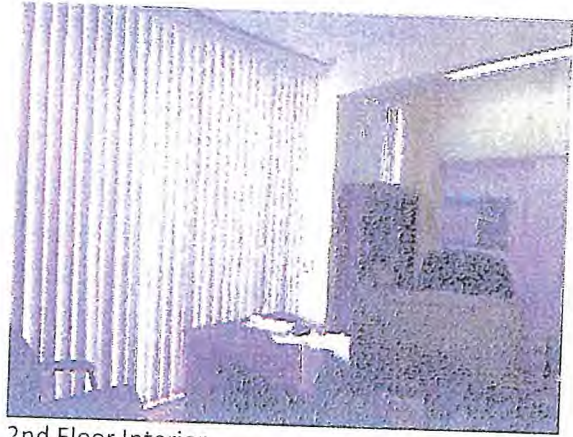
2nd Floor Interior



2nd Floor Interior



2nd Floor Interior



2nd Floor Interior



## SECTION 5 – HIGHEST AND BEST USE ANALYSIS

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Summary of Highest and Best Use Definition  
Subject's Highest and Best Use

## Summary of Highest and Best Use Definition

The principal of highest and best use is defined as: That reasonably probable use and legal use of vacant land or an improved property that is physically possible, appropriately supported, financially feasible, and that results in the highest value.<sup>7</sup>

The four criteria the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum profitability.

- Permissible Use (Legal) - what uses are permitted by zoning and deed restrictions on the site in question?
- Possible Use - to what uses is it physically possible to put the site in question?
- Feasible Use - which possible and permissible uses will produce any net return to the owner of the site?
- Highest and Best Use - among the feasible uses, which use will produce the highest net return or the highest present worth?

The highest and best use may be determined to be different from the existing use. The existing use will continue, however, unless and until land value in its highest and best use exceeds the total value of the property in its existing use.

Implied within these definitions is recognition of the contribution of that specific use to community environment or to community development goals in addition to wealth maximization of individual property owners. Also implied is that the determination of highest and best use results from the appraiser's judgment and analytical skill, i.e., that the use determined from analysis represents an opinion, not a fact, to be found.

In appraisal practice, the concept of highest and best use represents the premise upon which value is based. In the context of most probable selling price (market value), another appropriate term to reflect highest and best use would be most probable use. In the context of investment value, an alternative term would be most profitable use.

The highest and best use for the unimproved property may be different from the highest and best use of the improved property. This will be true when the improvement is not an appropriate use and yet makes a contribution to total property value in excess of the value of the site.

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<sup>7</sup> The Appraisal of Real Estate, 12<sup>th</sup> edition, The Appraisal Institute, Chicago, Illinois, (U.S. 2001), page 305.

## Subject's Highest and Best Use

### As If Vacant

#### **Physically Possible Uses**

The subject's soils have proven they can support commercial structures. No soil engineering study has been presented and it is assumed no soil issues exist. The site has good access from three streets. It has average to good visibility because of its proximity to country facilities. There are few physical limitations to the use of the property.

#### **Legally Permissible Uses**

The site is zoned B-2, which has many potential uses including commercial retail and office. Besides the zoning restrictions of the subject, there are very few legal restrictions on use.

#### **Those uses that are physically possible and legally permitted that lead to a return**

It is apparent that the current economic conditions make any of the legal uses problematic to create a return to the land. The local market is obviously not anticipating that there is sufficient probability of entrepreneurial profit to entice construction. This means it is unlikely that, as vacant, the property would be developed right away.

#### **The Highest Net Return**

The highest net return in today's economy is likely to hold for future development once the economy becomes stronger.

### As Improved

As improved, the current improvements and their condominium configuration are legally established and do create a positive return to the land. While the subject is a three unit condo project that has been held under blanket ownership since the project was completed, the association would likely have to bring its documents and its reserves for long lived items into compliance to sell individual units. The cost of funding the reserves is likely high enough to make its continued use as a single entity office building its highest and best use.

## SECTION 6 – VALUATION OF THE SUBJECT

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Valuation Process  
Cost Approach to Valuation  
Cost Approach Conclusions  
Income Approach  
Income Approach Valuation Conclusions  
Sales Comparison Approach  
Sales Comparison Approach Conclusions

## Valuation Process

Valuation process is defined as: "The systematic set of procedures an appraiser follows to provide answers to a client's questions about real property value."<sup>8</sup>

Valuation is a term used interchangeably with appraisal. Real estate markets are a function of the location in which they are located. The overall market environment can have a profound effect on the manner in which buyers and sellers perform the act of transferring property rights. Considerations made by the participants are generally based on certain fundamental principles. Those principles and their definitions are as follows:

**Anticipation:** The perception that value is created by the expectation of benefits to be derived in the future. Value is created by the anticipation of future benefits.

**Change:** The result of the cause and effect relationship among the forces that influence real property value.

**Supply and Demand:** In economic theory, the principle of supply and demand states that the price of a commodity, good, or service varies directly, but not necessarily proportionately, with demand and inversely, but not necessarily proportionately with supply. Thus, an increase in the supply of an item or decrease in the demand for an item tends to reduce the equilibrium price; the opposite conditions produce an opposite effect. The relationship between supply and demand may not be directly proportional, but the interaction of these forces is fundamental to economic theory. The interaction of suppliers and demanders, or sellers and buyers, constitutes a market.

**Competition:** Between purchasers or tenants, the interactive efforts of two or more potential buyers or tenants to make a sale or secure a lease; between sellers or landlords, the interactive efforts of two or more potential sellers or landlords to complete a sale or lease; among competitive properties, the level of productivity and amenities or benefits characteristic of each property considering the advantageous or disadvantageous position of the property relative to the competitors.

**Substitution:** The appraisal principle that states that when several similar or commensurate commodities, goods, or services are available, the one with the lowest price attracts the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.

**Balance:** The principle that real property value is created and sustained when contrasting, opposing, or interacting elements are in a state of equilibrium.

**Contribution:** The concept that the value of a particular component is measured in terms of its contribution to the value of the whole property or as the amount that its absence would detract from the value of the whole.

**Surplus Productivity:** The net income that remains after the cost of various agents of production have been paid.

**Conformity:** The appraisal principal that real property value is created and sustained when the characteristics of a property conform to the demands of its market.

**Externalities:** "The principle economies outside a property have a positive effect on its value while diseconomies outside a property have a negative effect upon its value."<sup>9</sup>

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<sup>8</sup> The Appraisal of Real Estate, 12<sup>th</sup> edition, The Appraisal Institute, Chicago, Illinois (U.S., 2001), page 49

<sup>9</sup> The Appraisal of Real Estate, 12<sup>th</sup> edition, The Appraisal Institute, Chicago, Illinois (U.S., 2001), p. 34-42.

The valuation of the subject property is made on the basis of the real estate, consisting of land and improvements. Both the market participants as well as the real estate appraiser take the effects of the fundamental principles listed above into consideration. In arriving at an estimate of value, the appraisal considers the three approaches normally employed in accepted real estate practice, namely:

**The Cost Approach**, wherein the land is appraised as if vacant and available for development to its highest and best use. To this result is added the improvements estimated cost of reproduction new less depreciation accruing from all causes.

**The Income Approach**, which requires a study of the earnings capacity of the real estate, and the conversion of such net income into value by means of a capitalization process.

**The Sales Comparison Approach**, involving an analysis of the sale of other property having similar improvements, and a comparison of such data with the property appraised, giving due consideration to the elements of dissimilarity.

**Historical Background:** "The appraisal procedures that are now identified as the three approaches to value were developed after the stock market crash of 1929. The economic crisis that ensued had an immediate impact on the appraisal practices of the time. The collapse of the real estate market in the 1930's seemed to discredit the notion that market price is central to value".<sup>10</sup>

All approaches provide relevant insight into the market's behavior. The income approach provides the most recent and relevant insight with the other two approaches supporting this approach. Therefore, the appraiser has relied upon the sales comparison approach, the cost approach, and the income approach.

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<sup>10</sup> The Appraisal of Real Estate, 11<sup>th</sup> Edition, The Appraisal Institute, Chicago, Illinois (U.S., 1996), p. 337.

## Cost Approach to Valuation

### Land or Site Valuation

The first step in completing the cost approach is to determine an estimate of the vacant site value. Most often, this is done by performing a direct market comparison approach of this vacant site. There is very little market data of similar zoned sites in this area over the last several years. Because of this, the appraiser has used a variety of comparable information to arrive at a valuation of the subject's vacant site.

The following sales and listings were considered:

TMK	Sq. ft.	Zoning	Visibility	Sale Price	Date	\$/Sq. ft.	
234-13-60	11627	B-3	Average	\$ 400,000.00	4/27/2011	\$ 34.40	
234-12-46	9539	B-2	Average	\$ 375,000.00	7/13/2012	\$ 39.31	
239-51-3	11050	B-2	Average	\$ 400,000.00	12/6/2013	\$ 36.20	
234-8-10	7136	B-2	Average	\$ 449,000.00	5/27/2014	\$ 62.92	2108sf Office Blt 1951
239-51-45	13554	B-2	Average	\$ 465,000.00	9/29/2015	\$ 34.31	
234-12-37	13260	B-2	Average	\$ 520,000.00	3/16/2016	\$ 39.22	
238-36-94	15290	B-2	Good	\$ 485,000.00	Listing	\$ 31.72	
234-18-1	16352	B-2	Average	\$ 650,000.00	Listing	\$ 39.75	

There are very few site sales available to use as comparisons. Prices appear to have reached an unsteady stability in 2011 and the appraiser is making no market conditions adjustments after this point.

Item	Subject	Comparable #1	Comparable #2	Comparable #3	Comparable #4
TMK	234-8-48	234-12-46	239-51-3	234-8-10	234-13-60
Sale Price		\$ 375,000.00	\$ 400,000.00	\$ 449,000.00	\$ 400,000.00
Date		7/13/2012	12/6/2013	5/27/2014	4/27/2011
Sq. Ft.	10718	9539	11050	7136	11627
\$/Sq. Ft.		\$ 39.31	\$ 36.20	\$ 62.92	\$ 34.40

#### Transaction Adjustments

Conditions of Sale	\$ -	\$ -	\$ -	\$ -
Market Conditions	\$ -	\$ -	\$ -	\$ -
Estimated Improvement Value	\$ -	\$ 10,000.00	\$ (175,000.00)	\$ -
Estimated Current Cash				
Equivalent Price of land	\$ 375,000.00	\$ 410,000.00	\$ 274,000.00	\$ 400,000.00
\$/Sq. Ft.	\$ 39.31	\$ 37.10	\$ 38.40	\$ 34.40

#### Characteristics

Location	Wailuku	Wailuku	Wailuku	Wailuku	Wailuku
Visibility	Avg	Avg	Avg	Avg	Avg
Zoning	B-2	B-2	B-2	B-2	B-3
Shape	Trapazoid	Rectangular	Trapazoid	Trapazoid	Trapazoid
Access	3 sides	Corner Site	Corner Site	Corner Site	Corner Site
Utilities	All	All	All	All	All
Other	None	None	None	None	None

#### Adjustments

Location	Wailuku	0%	0%	0%	0%
Visibility	Avg	0%	0%	0%	0%
Zoning	B-2	0%	0%	0%	0%
Shape	Trapazoid	0%	0%	0%	0%
Access	3 sides	0%	0%	0%	0%
Utilities	All	0%	0%	0%	0%
Other	None	0%	0%	0%	0%
Total Adjustments before size		0%	0%	0%	0%
Adjusted Price Before Size		\$ 39.31	\$ 37.10	\$ 38.40	\$ 34.40
Size Adjustment		0%	0%	0%	0%
Adjusted Price/Sq. ft.		\$ 39.31	\$ 37.10	\$ 38.40	\$ 34.40
Adjusted Price		\$ 421,349.20	\$ 397,681.45	\$ 411,537.56	\$ 368,727.96
Average Adjusted	\$ 399,824.04				
Concluded Land Value	\$ 410,000.00				

The 2<sup>nd</sup> comparison has an old unused building that needs to be removed. The 3<sup>rd</sup> has a 2,108 sq. ft. office building that was built in 1951 included on the property. The value of these improvements have been extracted by comparing this sale to the other sales shown.



The Cost Approach is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. The procedure for estimating the value via the Cost Approach begins by estimating the value of the subject site at its highest and best use, as if vacant. This value estimate is based upon a market analysis of recent comparable sales of vacant land similar to the subject. In the previous two sections we estimated the highest and best use of the site and the value of the subject site. **The subject site was valued at \$410,000.**

The next step involved is estimating the current replacement cost of the improvements, including appropriate soft costs and entrepreneurial profit, which reflects the return a developer would require for his time and equity investment. Estimated accrued depreciation is then deducted from the estimated total replacement cost new and the resulting contributory value of the improvements is added to the estimated land value to produce a value indication by the Cost Approach.

With the land value estimated by comparable land sales, the next step is to estimate the reproduction cost new of the improvements.

The process of summation takes place in order to complete the Cost Approach. First, the cost new is estimated, and then the amount of depreciation is estimated and deducted to derive a depreciated cost of the improvements. Last, the estimated value of the land, as vacant, is added to obtain a total. The total of those is the value indication by the Cost Approach.

### **Improvement Valuation**

In order to estimate the replacement cost new, we have utilized the Marshall Valuation & Cost Service and cost comparisons, a nationally recognized cost estimating service which we have found to be reliable throughout HI. We have also used information obtained from local contractors, engineers, and construction professionals, as well as contacting many national companies involved in the design, construction, and implementation of similar improvements. The costs are considered final costs and include architect and engineering fees, contractor's overhead and profit (including job supervision), worker's compensation, fire and liability insurance, and normal interest on building funds during the period of construction. The Marshall Valuation & Cost Service and cost comparisons require adjustments to be made for time and for size and local construction costs and reflect a comparable cost new figure per square foot.

### **Replacement Cost Analysis**

NOTE: Incorporated within the average base cost are the following:

- In the calculator cost method, the actual costs used are final costs to the owner and will include average architect and engineering fees. These, in turn, include plans and building permits, and a survey to establish building lines and grades.
- Normal interest and building funds during period of construction and processing fee or service charge is included.
- Sales taxes on materials are included.
- Normal site preparation including excavation for foundation and backfill.
- Utilities from structure to lot line figured for typical setback.
- Contractor's overhead and profit including job supervision, workman's compensation, fire and liability insurance, unemployment insurance, etc.

Next, we have added site improvements which include the parking lot, landscaping, retention areas, and lighting.

**Impact Fees and Entrepreneur's Profit**

In the construction of a new structure, the developer will incur certain impact fees. Last, we have added an entrepreneur's profit to the total project costs, which would compensate an owner/developer for his time and effort in coordinating the construction and development of a property such as the subject.

**Accrued Depreciation**

Deferred Maintenance/Building & Site Improvements - deferred maintenance includes all items of maintenance that should be accomplished on the date of valuation to maximize the profit or minimize the loss, which would result if the property were sold.

Physical Incurable Depreciation - short-lived items (also known as postponed depreciation) include the depreciation charged against those items which are major components of the structure and which have economic lives shorter than the economic life of the structure itself. These items typically include air conditioning compressors, roof covers and asphalt topping on the parking lot.

Long Lived Physical/Building & Site Improvements - long-lived items includes depreciation charged against the major structural components of the building and site.

Functional Obsolescence/Curable & Incurable - is the adverse effect on value resulting from defects in design that impair utility. It may also be caused by changes over the years that have made some aspects of the structure, materials or floor design obsolete by current standards. The defect may be curable or incurable and either classification may be caused by a deficiency or super adequacy. Functional obsolescence can be due to the subject's the inability of the facility to properly fulfill the needs of a typical user/buyer.

Economic obsolescence is caused by adverse economic and environmental factors resulting in some degree of market rejection. The extent of this item of depreciation is the extent of the loss in market value. This loss may be measured by capitalizing the rent loss attributable to the negative influence or by comparing the value indications via the sales comparison approach and the income approach to the value indication from the cost approach.

**Per Square Foot Cost Calculation**

Source: Marshall Valuation Service

Class D

Base Costs

Excellent

V. Good

	Area #1	Area#2
Section:		15
Page:		17
Building Type:	Office	
Building Class:	D	
Average Story Height (Feet):		10
Average Ceiling Height (Feet):		9
Base Square Foot Cost		\$154.03
Square foot \$ refinements		
Heating, cooling, ventilation		<del>(\$2.32)</del>
Elevator deduction		\$0.00
Sprinkler system		\$0.00
Other		\$0.00
Subtotal Base Cost		\$151.71 \$0.00
Number of Stories Multiplier		0.942
Story Height Multiplier		1
Area/Perimeter Multiplier		0.936
Combined height and size multiplier		0.853452 0
Adjusted Base Cost:		\$129.48 \$0.00
Current Cost Multiplier:		1.03
Local Cost Multiplier:		1.53
Final Base Cost:		\$212.04 \$0.00
Smart House Adjustment		1
Plus/Minus Additional Factor 2		1
Adjusted Replacement Cost		\$212.04 \$0.00

## Cost Approach Calculations

### Direct Cost

Area Type	Units	Cost per unit	No. of Units	Subtotal
Office Cost	Square Feet	\$ 212.04	7375	\$ 1,563,795.00
Total Cost of Building				\$ 1,563,795.00
Site Improvements				
Item	Unit type	Cost	Quantity	Subtotal
Grading, Landscaping	Lump Sum	\$ 20,000.00	1	\$ 20,000.00
Paving	Square Feet	\$ 10.00	3300	\$ 33,000.00
Total Cost of Site Improvements				\$ 53,000.00
Total Direct costs (Site & Bldgs)				\$ 1,616,795.00
Indirect Costs				
Item				Subtotal
Professional fees @		8%		\$ 129,343.60
Holding Costs (GE Tax, Insurance....)		12%		\$ 194,015.40
Total Soft costs				\$ 323,359.00
Total Replacement cost of Improvements				\$ 1,940,154.00

Entrepreneurial Profit	15%	\$ 291,023.10		
Estimated Value new of Improvements	\$ 302.53	\$ 2,231,177.10		
Less Depreciation				
Component	Cost New	Effective Age	Life	Depreciation
<i>Deferred Maintenance (short term)</i>				
Roof	\$ 37,000.00	2	25	\$ (2,960.00)
Flooring	\$ 16,388.89	12	20	\$ (9,833.33)
Painting	\$ 25,000.00	8	15	\$ (13,333.33)
Long Lived Items	\$ 2,152,788.21		25%	\$ (538,197.05)
Total Physical Depreciation				\$ (564,323.72)
Functional Curable Obsolescence		Elevator		\$ (100,000.00)
Functional Incurable Obsolescenc			0%	\$ (416,713.35)
Locational Obsolescence			0%	\$ -
Total Accrued Depreciation				\$ (1,081,037.06)

Value Conclusions	
Direct Costs	\$ 1,616,795.00
Indirect Costs	\$ 323,359.00
Plus Entrepreneurial Profit	\$ 291,023.10
Total Costs New	\$ 2,231,177.10
Minus Accrued Depreciation	\$ (1,081,037.06)
Indicated Value of Improvements	\$ 1,150,140.04
Site Value	\$ 410,000.00
Indicated Market Value	\$ 1,560,140.04

Physical depreciation of long-term items is based upon Marshall & Swift depreciation tables.

The estimated functional obsolescence reflects that the elevator access. This means that a larger segment of the potential users of this space (offices requiring a good deal of public access such as medical, dentistry, and financial services) will not be interested in this space, greatly reducing its potential rental value. The appraiser has found that the rental value lost in not having an elevator is more than offset by the rental potential increase by installing an elevator (see the income approach). The estimated cost of installing an adequate elevator is \$100,000.

**Cost Approach Conclusions:**

After completing the foregoing cost approach analysis, it is my opinion that the as is market value of the as if fee simple interest on June 27, 2016 was:

**ONE MILLION FIVE HUNDRED SIXTY THOUSAND DOLLARS  
(\$1,560,000)**

## **Income Approach**

The value developed by the income approach is based on the present worth of the expected future income flows. Its premise is that a prudent investor will pay no more for the property than he would for another investment of similar risk and cash flow characteristics. In the valuation of the subject, we have used the income capitalization method. This method uses an overall capitalization rate which has been extracted from similar risk investments and financing.

### **Steps of the Income Approach**

The steps of the income approach using direct capitalization are summarized as follows:

- Estimate the Potential Gross Income (P.G.I.) of the property.
- Add any additional income from sources other than rent.
- Subtract the typical annual amount of income that will not be collected because of vacancies and collection problems.
- The result is the Effective Gross Income (E.G.I.).
- Subtract from the E.G.I., operating expenses, fixed expenses, and reserves for the replacement of short-lived items.
- The result is the Net Operating Income (N.O.I.).
- Develop a direct capitalization rate by dividing the known N.O.I.'s of properties that have sold that are comparable to the subject property by the selling price of the comparable Sale. Reconcile them into one rate appropriate for the subject property.
- Divide the N.O.I. of the property being appraised by the appropriate capitalization rate which gives an indicated value of the property via the Income Approach.

### **Potential Gross Income**

The subject is an existing building. The property's second floor is currently leased and the first floor is vacant. The second floor space is currently occupied by the County of Maui on a month to month lease with a current base rent of \$8,732.48 per month (\$2.66 per sq. ft.) plus \$0.55 per sq. ft. CAM. This rent would appear to exceed current market rent for second floor space with no elevator access.

No historic income and expenses were provided to the appraiser.

## Rental and Expense Comparisons Found in the Market

The following rental comparisons have been considered in this analysis:

Address	TMK	Sq. Ft.		Year Blt	Condition	Elevator	Base		Gross		Date
		Leased	Floor				rent/Sq. Ft.	CAM/Sq. Ft.	rent/Sq. Ft.	Rent/Sq. Ft.	
2073 Wells Street	234-8-24	2920	1	2002	Good	No	\$ 3.44	\$ -	\$ 3.44		Nov-11
305 N High St.	234-7-12	1018	1	1996	Good	Yes	\$ 2.25	\$ 0.58	\$ 2.83		Oct-12
81-85 Church St.	234-13-41	950	2	1976	Avg	No	\$ 1.25	\$ 0.55	\$ 1.80		Mar-13
55 N. Church St.	234-13-78	975	1	1963	Fair	No	\$ 1.00	\$ -	\$ 1.00		Feb-14
105 N Market St., #202	234-17-27	1759	2	2004	Good	No	\$ 1.60	\$ 0.49	\$ 2.09		Feb-14
Needs											
2145 Wells St., #105	234-8-44	1123	1	1980	finishing	Yes	\$ 1.10	\$ 1.10	\$ 2.20		Apr-14
2145 Wells St., #106	234-8-44	1123	1	1980	Good	Yes	\$ 1.65	\$ 1.10	\$ 2.75		Apr-14
24 N. Church St., #407	234-13-44	1373	4	1988	Good	Yes	\$ 2.25	\$ 0.80	\$ 3.05		Jul-14
24 N. Church St., #308	234-13-44	1500	3	1988	Good	Yes	\$ 1.95	\$ 0.80	\$ 2.75		Nov-15
2115 Wells Street, 2nd flr	234-8-47	2030	2	1978	Fair	No	\$ 0.90	\$ 0.39	\$ 1.29		Asking

## Adjustments

There is an apparent major drop off in rent for units on upper floors which do not have elevator access.  
Elevator access

Address	TMK	Sq. Ft.		Year Blt	Condition	Elevator	Base		Gross		Date
		Leased	Floor				rent/Sq. Ft.	CAM/Sq. Ft.	rent/Sq. Ft.	Rent/Sq. Ft.	
24 N. Church St., #407	234-13-44	1373	4	1988	Good	Yes	\$ 2.25	\$ 0.80	\$ 3.05		Jul-14
24 N. Church St., #308	234-13-44	1500	3	1988	Good	Yes	\$ 1.95	\$ 0.80	\$ 2.75		Nov-15
2145 Wells St., #106	234-8-44	1123	1	1980	Good	Yes	\$ 1.65	\$ 1.10	\$ 2.75		Apr-14

No Elevator

Address	TMK	Sq. Ft.		Year Blt	Condition	Elevator	Base		Gross		Date
		Leased	Floor				rent/Sq. Ft.	CAM/Sq. Ft.	rent/Sq. Ft.	Rent/Sq. Ft.	
81-85 Church St.	234-13-41	950	2	1976	Avg	No	\$ 1.25	\$ 0.55	\$ 1.80		Mar-13
105 N Market St., #202	234-17-27	1759	2	2004	Good	No	\$ 1.60	\$ 0.49	\$ 2.09		Feb-14
2115 Wells Street, 2nd flr	234-8-47	2030	2	1978	Fair	No	\$ 0.90	\$ 0.39	\$ 1.29		Asking

The impact could be \$0.65 to \$1.00 per sq. ft. in rent. At \$0.70 per sq. ft. for the second floor, the gross potential rent lost per year would be \$25,607.40 to \$32,830 per year. Expenses come with the installation of the elevator and the elevator will likely reduce leasable area; however, even at a net impact of \$15,000 per year. If we capitalize that loss at 7%, the indicated impact on market value would be \$214,285.77 more than paying for the elevator installation. Because the lack of an elevator appears to be curable, the appraiser has chosen to value the rent as if the elevator were installed and then the cost of the installation of the elevator is deducted from the end result.

## Condition

The first floor is in need if a demising wall between the two lower units, new flooring, new ceiling tiles, and new paint. At an estimated cost of roughly \$27,500, this is once again deducted from the final result of the rent as if it were renovated.

Item	Subject	Comparable #1	Comparable #2	Comparable #3	Comparable #4
	2103 Wells	24 N. Church	2145 Wells	105 N Market	2115 Wells
Address	St., #A	St., #308	St., #106	St., #202	Street, 2nd flr
TMK	234-8-48-1	234-13-44	234-8-44	234-17-27	234-8-47
Sq. Ft. Leased	3283	1500	1123	1759	2030
Base Rent/Sq. ft.	\$	1.95	\$ 1.65	\$ 1.60	\$ 0.90
CAM/Sq. Ft.	\$	0.80	\$ 1.10	\$ 0.49	\$ 0.39
Gross Rent/Sq. Ft.	\$	2.75	\$ 2.75	\$ 2.09	\$ 1.29
Lease adjustments					
Conidtions of Lease		0	0	0	0
Market Conditions		0	0	0	0
Indicated Current Cash					
Equiv. Rent/Sq. ft.	\$	2.75	\$ 2.75	\$ 2.09	\$ 1.29
Charactersitics					
Location	Wailuku	Wailuku	Wailuku	Wailuku	Wailuku
Visibility	Average	Average	Average	Average	Average
Quality	Avg/Gd	Good	Good	Good	Avg/Gd
Year Built	1970	1988	1980	2004	1978
Conditon	Good	Good	Good	Good	Fair
Sq. ft. GBA/Parking Space	492	1230	532	Limited	338
Other	None	Medical Built ou	None	No Elevator	No Elevator
Adjustments					
Location	Wailuku	0%	0%	0%	0%
Visibility	Average	0%	0%	0%	0%
Quality	Avg/Gd	-10%	-10%	-10%	0%
Year Built	1970	-5%	0%	-15%	0%
Conditon	Good	0%	0%	0%	25%
Parking	492	0%	0%	0%	0%
Other	None	-10%	0%	35%	35%
Total Adjstments		-25%	-10%	10%	60%
Adjusted Gross Rent/Sq. ft.	\$	2.06	\$ 2.48	\$ 2.30	\$ 2.06
Avg/ Grosos Rent/Sq. ft.	\$ 2.23				
Concluded	\$ 2.20				



## Rental Comparisons

### Lease Comparables

Lease Comps Report

**24 N Church St - Wailuku Executive Center**  
Wailuku, HI 96793 - Central Maui Submarket

\*\*\*



LEASE	
Size (sq ft)	1,500 SF
Lease Start	Oct 2015
Space Use	Office/Medical
Lease Type	Direct
Floor	3rd Floor
Unit #	308

RENTS	
Annual Rent	\$23,400/ANN

CONCESSIONS AND BALLOUT	
Balance	Standard Medical

PROPERTY EXPENSES	
Payable	\$0.77/SF (2008)

LEASE TERM	
Start Date	Nov 2015

TIME ON MARKET	
Days on Market	Oct 2014
Days on Market	Oct 2015
Days on Market	12 May

TIME VACANT	
Days on Market	Nov 2015

**LEASING REP**  
Commercial Properties of Maui LLC  
1111 Westside, Suite 100  
Wailuku, HI 96793  
Direct: Wailuku, HI 96793, 951-9111  
Cell: 951-9111, 951-9111

#### MARKET AT LEASE

MARKET AT LEASE		
Vacancy Rate	2015 Q4	YOY
Current Asking	0.4%	↓ 0.7%
Submarket 24-7/24	1.4%	↑ 0.4%
Market Overall	2.1%	↑ 0.2%
Gross Asking Rent Per SF	2015 Q4	YOY
Current Asking	\$21.21	↑
Submarket 24-7/24	\$20.17	↓
Market Overall	\$21.94	↑ 11.8%
Submarket Leasing Activity	2015 Q4	YOY
12 Mo. Leased SF	2015 Q4	↑ 49.8%
Months On Market	2.0	↓

PROPERTY	
Property Type	Office
Year Built	Build 1968
Stories	Multi
Construction	C
Foundation	Reinforced Concrete
Flooring	Surface Spaces @ \$0

Property Area	16,397 SF
Stories	4
Leased Area	9,227 SF
Leasing % of Area	0.0%
Year Built	0.0%

# Lease Comparables

## Lease Comps Report

**24 N Church St - Wailuku Executive Center**  
Wailuku, HI 96793 - Central Maui Submarket

★ ★ ★



LEASE	
SF Leased	1,373 SF
Sign Date	Jun 2014
Space Use	Office
Lease Type	Direct
Floor	4th Floor

RENTS	
Asking Rent	\$27.00/NNN

PROPERTY EXPENSES	
Taxes	\$0.77/SF (2005)

LEASE TERM	
Start Date	Jul 2014

TIME ON MARKET	
Date On Market	Jan 2014
Date Off Market	Jul 2014
Months on Market	6 Mos

TIME VACANT	
Date Vacated	Oct 2013
Date Occupied	Jul 2014
Months Vacant	9 Months

**LEASING REP**  
Commercial Properties of Maui LLC  
2141 Westside Court, Ste 100  
Wailuku, HI 96793  
Phone: (808) 494-2200, 9310

### MARKET AT LEASE

Vacancy Rate	2014 Q2	YOY
Current Building	3.7%	-
Submarket 2-4 Star	3.0%	-
Area Overall	4.0%	-

Area Asking Rent Per SF	2014 Q2	YOY
Current Building	\$31.57	-
Submarket 2-4 Star	\$31.67	-
Area Overall	\$33.02	↓ 5.0%

Submarket Leasing Activity	2014 Q2	YOY
12 Mo. Leased SF	35,287	↓ 11.0%
Months On March	53.5	-

PROPERTY	
Property Type	Office
Built	1988
Flooring	Multi
Plays	C
Construction	Reinforced Concrete
Parking	Surface Spaces @ \$0.00

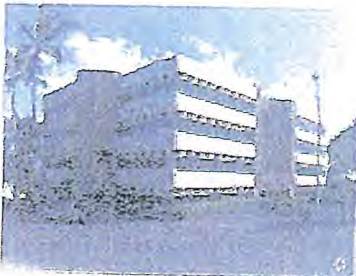
Submarket Area	36,907 SF
Stories	4
Open Office	9,227 SF
Submarket at Lease	3.7%
Land Acres	0.33

# Lease Comparables

## Lease Comps Report

**2145 Wells St - Wells Street Professional Center**  
 Wailuku, HI 96793 - Central Maui Submarket

☆☆



LEASE	
Size (SF)	1,123 SF
Start Date	Mar 2014
Use Type	Office
Lease Type	Direct
Floor	1st Floor
View	105

RENTS	
Market Rent	\$12.00 \$18 DOWN

CONCESSIONS AND BUILDOUT	
Buildout Status	Partial Build Out

PROPERTY EXPENSES	
2013	\$13.20/SF (2013)

LEASE TERM	
Start Date	Apr 2014

TIME ON MARKET	
Current Market	Jun 2013
Time on Market	Mar 2014
Market History	3 Mths

TIME VACANT	
Time Vacant	Nov 2013
Time Vacant	Apr 2014
Time Vacant	5 Months

**LEASING REP**  
 Commercial Properties of Maui LLC  
 111 Wells St, Wailuku, HI 96793  
 Wailuku, HI 96793  
 (808) 242-1111  
 (808) 242-1111

### MARKET AT LEASE

Vacancy Rate	2014 Q1	YOY
Current Leasing	2.2%	-
Submarket 1-4 Star	1.5%	-
Major Office	1.3%	-
Grossasking Rent Per SF	2014 Q1	YOY
Current Leasing	\$21.44	-
Submarket 1-4 Star	\$24.92	▼ 5.1%
Major Office	\$27.04	▼ 13.2%
Submarket Leasing Activity	2014 Q1	YOY
10 Mo Leased SF	12,017	-
Months on Market	11.1	▼ 0.8

### PROPERTY

Property Type	Office
Year Built	High 1980s
Condition	+
View	105

Area	32,472 SF
Floors	4
Year Built	1988
Year Renov	2008
Year Built	1988
Year Renov	2008

# Lease Comparables

## Lease Comps Report

**105 N Market St**  
 Wailuku, HI 96793 - West Maui Submarket

★ ★ ★



### LEASE

SF Leased: **1,758 SF**  
 Exp. Date: **Jan 2014**  
 Occupancy: **Office**  
 Lease Type: **Direct**  
 Floor: **2nd Floor**  
 Suite: **202**

### RENTS

Asking Rent: **\$18.20/MNN**

### PROPERTY EXPENSES

Taxes: **\$0.93/SF (2013)**  
 Operating Exp: **\$1.24/SF (2012)**

### LEASE TERM

Start Date: **Feb 2014**

### TIME ON MARKET

Date On Market: **Sep 2013**  
 Date Off Market: **Jan 2014**  
 Months on Market: **4 Mos**

### TIME VACANT

Date Occupied: **Feb 2014**

### LEASING REP

**Kokua Realty LLC**  
 Jon Alexander, License #  
 Expires 11/01/12  
 Email: jonalexander@kokua.com  
 Website: www.kokua.com

### MARKET AT LEASE

Vacancy Rate	2014 Q1	YOY
Current Building	0.0%	± 0.0%
Submarket 1-3 Star	4.9%	▼ 1.9%
Market Overall	3.8%	▼ 0.1%
Grass Asking Rent Per SF	2014 Q1	YOY
Current Building	\$19.20	▼ 13.5%
Submarket 1-3 Star	\$41.64	± 11.1%
Market Overall	\$34.43	± 3.2%
Submarket Leasing Activity	2014 Q1	YOY
12 Mo. Leased SF	90,113	± 11.7%
Months on Market	33.2	▼ 1.5

### PROPERTY

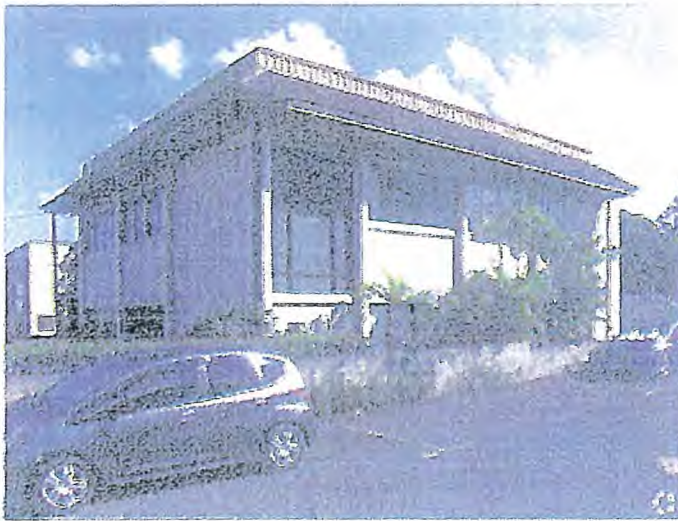
Property Type: **Retail**  
 Status: **Build 2004**  
 Tenancy: **Multi**  
 Glass: **C**  
 Foundation: **Wood Frame**  
 Parking: **15 free Surface Space..**

Building Area: **8,528 SF**  
 Floors: **2**  
 Floor Area: **4,264 SF**  
 Vacancy at Last: **0.0%**  
 Land Area: **0.10**

## Lease Availability Report

2116 Walls St  
 Waikeke, HI 96791 - Central Maui Submarket

★



### BUILDING

Type	Class C Office
Structure	Multiple
Year Built	1978
Area	4,104 SF
Floors	2
Available Area	2,030 SF

### AVAILABILITY

Available Area	1,024 SF
Max Capacity	1,024 SF
Total Capacity	2,030 SF
Available Rate	\$10.00/NNN

### EXPENSES PER SF

2011	\$1.15 (2011)
2012	\$1.12 (2012)

### SPACES

Floor	Size	Use	Type	SF Avail	Ftr Condy	Bldg Condy	Rent	Occupancy	Term
P 2nd	13 / 2	Office	Retail	1,024	1,024	1,024	\$10.00/NNN	Vacant	Negotiable
<small>10/24/2011 10:00 AM - 10/24/2011 10:00 AM</small>									
P 2nd	131	Office	Retail	1,002	1,002	1,002	\$10.00/NNN	10 Days	Negotiable
<small>10/24/2011 10:00 AM - 10/24/2011 10:00 AM</small>									

### LEASING COMPANY

Company: Medusa Spalding Realty, Inc.  
 15 Waikeke, Maui Spalding (808) 242-5789

### TRANSPORTATION

Access: 10 minute drive to Kahului Airport  
 Work: 10 min  
 Vay Waikeke (78)  
 Transit: No Nearby Transit (0)

## Estimated Market Rent

### Determination of Gross Potential Rent, Annual Expenses, and Vacancies

The first step in valuing the subject by the income approach is to determine what its potential market income and expenses are. The appraiser can then estimate the income and expenses for the subject based upon the comparables and the history provided of the subject.

The appraiser is estimating the potential gross market rent of \$2.20 per sq. ft. per month of which the monthly CAM is estimated at \$0.55 per sq. ft. per month, meaning the triple net market rent is roughly \$1.65. This rent assumes an elevator has been installed and the second floor has been renovated with new flooring, ceilings, and paint. Typically, tenants pay an addition 4.166% toward general excise tax in this market.

Vacancies in this area are very high and have been persistent. Based upon interviews the appraiser has made with numerous owners and property managers with properties in the subject's area, the appraiser estimates a frictional vacancy rate of 10% for the subject over a holding period of 10 years. Currently, that rate is somewhat higher at roughly 12% to 15%. The rate of vacancy is likely to slowly recede over the next 3 to 5 years as the economy continues to improve.

### Other Expenses

**Real estate taxes** – The subject's building is currently paying \$7,971.48 per year. This is not likely to change very much in the next few years.

**Management** - This expense was based upon interviews with property managers and the appraiser's own experience which show that the going rate for management is 5% to 7% of collected income. The appraiser is estimating management at 5%.

**Insurance** – Insurance on this building is roughly \$5,000 per year.

### Maintenance & Utilities

**Utilities** - The appraiser is using an expense of \$3,600 per year for water and sewer, \$2,400 for public electric, and \$3,600 for trash. Electrical utilities are typically paid for by the tenant in this market.

**Repairs and maintenance** – This expense is estimated at \$7,000 per year. This amount includes site maintenance, elevator maintenance, pest control, repairs, and maintenance of public areas and equipment (ACs).

**Supplies and miscellaneous** – This expense is estimated at \$2,500 per year.

Reserves are estimated as follows:

Item	Cost	Economic life	Reserves
<i>Roof</i>	\$ 37,000.00	25	\$ 1,480.00
<i>Flooring</i>	\$ 16,388.89	20	\$ 819.44
<i>Painting</i>	\$ 25,000.00	15	\$ 1,666.67
<i>Parking lot resealing &amp; Striping</i>	\$ 5,000.00	15	\$ 333.33
<b>Totals</b>			\$ 4,299.44

The following page shows how the subject's estimated income and expenses would translate into an annual net income for the fee simple interest.

## Cash Statement

Item	Unit	Sq. Ft.	Base rent	CAM	Gross	Total Rent
Sq. Ft.	A	3283	\$ 1.55	\$ 0.65	\$ 2.20	\$ 7,222.60
Sq. Ft.	B	1326	\$ 1.55	\$ 0.65	\$ 2.20	\$ 2,917.20
Sq. Ft.	C	1723	\$ 1.55	\$ 0.65	\$ 2.20	\$ 3,790.60
Total		6332				\$ 13,930.40
Annual						\$ 167,164.80

Item		
Gross Potential rent	\$	167,164.80
Less Vacancies and Rent Losses	\$	(16,716.48)
Effective Gross Rent	\$	150,448.32
Plus 4.166% general excise tax	\$	6,267.68
Effective Gross Income	\$	156,716.00

Expenses		\$/Sq. Ft./Month
Fixed Expenses		
Real Estate Taxes	\$ (7,971.48)	\$ (0.10)
Insurance	\$ (5,000.00)	\$ (0.07)
Total Fixed Expenses	\$ (12,971.48)	

Variable		
GE Tax @ 4%	\$ (6,268.64)	
Management	\$ (7,522.42)	\$ (0.10)
Utilities	\$ (9,600.00)	\$ (0.13)
Repairs and Maintenance	\$ (7,000.00)	\$ (0.09)
Supplies and Misc.	\$ (2,500.00)	\$ (0.03)
Total Variable	\$ (32,891.06)	
Indicated CAM		\$ (0.52)
Reserves	\$ (4,300.00)	
Total Operating Expenses	\$ (50,162.54)	
Indicated Net Operating Income	\$ 106,553.46	

Having now established the appraiser's estimate of income and expenses, the appraiser must now estimate the appropriate overall capitalization rate needed to capitalize the net income.

## Discount Rate Derivation

The equity dividend rate can be calculated using the build-up method. We must consider that real estate, as a commodity, must compete in the marketplace along with other interest-earning investments, including bonds, CDs, money market accounts, stocks, and a myriad of other investments. The very nature of real estate indicates that it does not have the liquidity of cash and therefore entails risk. The build-up process is calculated by adding the components of an interest rate to a "safe" rate, which is the rate obtainable on a comparable term treasury bill or on other relatively safe investment. Allocations are then made for risk, non-liquidity, and other factors, including management of money or entrepreneurial profit return. The equity return rate used in the analysis is calculated after comparing alternative investments.

In discussions with local lenders and mortgage brokers, we were led to believe that an investor and/or on-the-premises owner with a good credit rating should be able to secure a mortgage with a 10 year payout at .5% to 1.5% over the prime interest rate (as of the date of valuation) in an amount equal to 70% to 75% of the appraised value of the property. Likewise, real estate investors in the area are typically desirous of securing a 5% to 15% equity yield on their equity investments on properties purchased with mortgage leverage.

For this analysis, the appraiser contemplated 75% mortgage position at a 5.5% interest rate with a 25-year amortization period with a contemplated equity dividend rate (cash-on-cash return) of 9%. This loan would have a 5 year renewal period. The return to the mortgage position is calculated by multiplying the percent of the mortgage position by the mortgage constant for the mortgage rate and amortization period. The return to the equity is calculated by multiplying the percent to the equity position by the yield rate.



# MORTGAGE EQUITY BAND OF INVESTMENT ANALYSIS

## Input Variables

Mortgage Ratio (M)	75%	LTV
Interest Rate (R)	8.35%	
Typical Market Points	1.50	
Term (Amortization)	20 Years (Monthly)	
Annual Constant (R <sub>M</sub> )	7.26%	
Equity Yield Rate (R <sub>E</sub> )	9.00%	
Projection Period (n)	10 Years	
Projected Appreciation (A)	2%	
Mortgage Paid Off (P)	25.21%	
Sinking Fund Factor (SFF)*	6.58%	
Basic Rate (r)	6.45%	
Overall Rate (R <sub>O</sub> )	6.40%	
Implied Debt Coverage Ratio	1.18	

\* Sinking Fund Factor @ Equity Yield Rate  
Annually for Projection Period Weighted Rate

## Annual Constant

Present Value	1
Number of Payments	300
Monthly Interest	0.0045
Monthly Payment	\$0.009052

Monthly Payment	X	12	=	Annual Constant	
\$0.009052	X	12	=	0.0726194	7.26%

## Mortgage Paid Off at end of Holding Period

0.07261943	+	-5.35%	=	0.0191134	0.252097483	
0.12934143	+	-5.35%	=	0.0758414		25.21%

## Sinking Fund Factor

Equity Yield Rate	r	Equity Yield Rate	+r	-r	Projection Period	=
9.00%	+	9.00%	+r	20	r	=
9.00%	+	1.38736	=	0.06582009		6.58%

## STEP 1

Mortgage Ratio	X	Annual Constant	
75.00%	X	7.26%	5.48%
Equity Ratio	X	R <sub>E</sub>	
25.00%	X	9.00%	2.25%
		Weighted Rate =	7.73%

## STEP 2 LESS: Mortgage Paid Off (Equity Build Up)

Mortgage Ratio	X	(P)	X	SFF	
75.00%	X	25.21%	X	6.58%	-1.24%
				Basic Rate =	6.45%

## STEP 3 Less: Appreciation

Projected Appreciation (A)	X	SFF	
1.50%	X	6.58%	-0.10%
		Overall Rate =	6.35%
		Rounded To	6.40%

## Debt Coverage Ratio Method

Debt Coverage	X	Annual Constant	X	Loan/Value	=	Cap Rate
1.2	X	7.26%	X	75.00%	=	6.54%
1.25	X	7.26%	X	75.00%	=	6.91%

The above analysis is supported by the following loan terms quoted from two local banks for office building loans:

First Hawaiian Bank stated they are quoting, on a fee simple project, a 10 year term with a 5 year adjustment loan at a rate of between 5.25% and 6.25% amortized over 25 years. Their loan to value ratio can go as high as 80% but is likely going to be lower. Their quoted debt coverage ratio is 1.25 to 1.35. When pressed, they stated the loan to value ratio is more likely to fall around 70% and the Debt Coverage Ratio they are seeking is more likely 1.3.

The lenders are essentially demanding that capitalization rates for properties they lend on be something similar to the following formula:

$$\text{Mortgage Constant} \quad \times \quad \text{DCR} \quad \times \quad \text{Loan to Value} = \text{Rate}$$

From the above quotes, it would appear that the loan the typical buyer could achieve would have a 70% LTV, a debt coverage ratio of 1.3 and a mortgage constant of 7.37% (5.5% rate)

$$\text{Mortgage Constant } 7.37\% \quad \times \quad \text{DCR } 1.3 \quad \times \quad 70\% \text{ LTV} \quad = 6.7\%.$$

If that mortgage rate is raised to 6% the result would be:

$$\text{Mortgage Constant } 7.73\% \quad \times \quad \text{DCR } 1.3 \quad \times \quad 70\% \text{ LTV} \quad = 7\%.$$

Since almost all commercial real estate in the class of the subject will be bought and sold using financing, it is important to note that the lenders are essentially stating that this is the capitalization rate a property must have to qualify for a mortgage. Where this would not apply is when the borrower has more assets to collateralize, has more equity into the investment, or is an especially strong borrower. Otherwise, in today's financial and economic environment, it is likely the capitalization rate has to be a minimum of 6.7% for a similar fee simple property.

## Band of Investment

Another way of helping to establish a rate is to look at a band of investment. The above information from area banks helps to establish what type of return is required for the Mortgagor position. It has been the appraiser's experience that the Equity Position requires a greater return, usually in the realm of 3% to 5% above the Mortgagor Position. This is due to the added risk the Equity Position is placed in and the added responsibility of the day-to-day operation of the project. A good formula to express this band of investment method of establishing a rate is:

$$\text{Rate of the property} = \text{rate to the mortgagor} + \text{rate to the equity}$$

In this case, the

$$\text{Rate of the property} = 0.70 \times 7.4\% \text{ mortgage constant} + 0.3 \times 10.4\% \text{ equity rate} = 8.3\%$$

## Ackerman Without Algebra

Another way to look at what this rate should be would be to break this investment down further. In this analysis, the appraiser assumes that a typical investor would expect their investment over a 10 year holding period to at least keep pace with historic typical inflation and estimates a value growth of 2.5% per year. The formula would take depreciation of the building (the building improvement is estimated at roughly 75% of the total fee simple investment, according to the cost) into consideration. Depreciation is estimated at 3.3% per year (estimated 30 year remaining life). This analysis assumes an equity rate of 2% above the mortgage rate for the added risk of this position. The mortgage rate is known as the mortgage constant which is the overall rate to the mortgage.

Mortgage rate 7.26% x 70% of the total property	=	+0.05082
Equity rate of 9.26% x 30% of the total property	=	+0.02778
Adjusted for property inflation of 2.5% per year	=	-0.025
Adjusted for depreciation of 3.3% per year X 75% of		
Total property (improvement has 30 years remaining life)	=	+0.02475
-----		
Indicated rate	=	7.835%

## Market Extracted Capitalization Rates

The following are capitalization rates derived from office properties on Fee Simple land.

### Maui Island

TMK	Land Sq. ft.	GBA Sq. Ft.	Lot Coverage	Yr Built	Use	Price	NOI	\$/Sq. Ft./Month	Date	Cap rate
238-94-6	24058	13252	55%	2009	Warehouse	\$ 2,100,000.00	\$ 163,800.00	\$ 1.03	4/1/2013	7.80%
238-94-23	30405	13665	45%	2009	Warehouse Warehouse	\$ 2,745,000.00	\$ 194,895.00	\$ 1.19	12/26/2012	7.10%
238-66-38	41465	22232	54%	1987	& Office Warehouse	\$ 2,900,000.00	\$ 232,000.00	\$ 0.87	11/2/2012	8.00%
238-80-29	26018	15859	61%	2005	& Office Warehouse	\$ 3,400,000.00	\$ 238,000.00	\$ 1.25	1/3/2012	7.00%
234-23-37	13321	4000	30%	1992	& Office	\$ 950,000.00	\$ 43,200.00	\$ 0.90	4/29/2013	4.55%
238-97-51	16989	6190	36%	2011	Office	\$ 3,175,000.00	\$ 186,700.00	\$ 2.51	3/20/2014	5.88%
234-8-24	11432	4216	37%	2002	Office	\$ 2,400,000.00	\$ 142,920.00	\$ 2.82	Listing, Under Contract	5.96%

### Big Island

TMK	Land Sq. ft.	Zoning	Visibility	Topography	GBA	Rentable	Yr Blt	Use	Condition	Price	Date	\$/Sq Ft. GBA	Annual Net Income	Cap Rate
377-9-56	30787	CN 10	Good	Sloping	14892	12822	1976	Office Court,	Average	\$ 2,200,000.00	2/5/2014	\$ 147.73	\$ 196,380.00	8.93%
381-3-62- 1, 2, 3, 4, 5, 6, 11	Condo	CV-7.5	Avg/Gd	Sloping	5327	5327	1986	Apartment Office /	Average	\$ 1,150,000.00	8/12/2015	\$ 215.88	\$ 126,000.00	10.96%
381-12-55 375-18-14 & 15	12233	CV-10	Good	Sloping	5281	4000	1989	Office	Avg/Gd	\$ 970,000.00	11/13/2015	\$ 183.68	\$ 74,601.72	7.69%
381-3-71	13982	CV-10	Good	Sloping	4184	4184	1998	Office	Good	\$ 1,500,000.00	2/9/2016	\$ 358.51	\$ 114,564.00	7.64%
375-22-43	35901	CV-7.5	Average	Level	7200	6000	2002	Office	Avg/Gd	\$ 1,650,000.00	Listing	\$ 229.17	\$ 123,000.00	7.45%
	15054	CV-7.5	Average	Level	10391	7456	1990	Office	Average	\$ 1,550,000.00	Listing	\$ 149.17	\$ 99,665.00	6.43%

Another sale of an office building at 64-5193 Kinohou Street in Kamuela is stated to have sold at an overall capitalization rate of 7.423%, according to the agent. This building was built in 1979 and had six rental office units. Roughly 2% was vacant at the time of sale. This property is an office building.

TMK 323-35-29 sold for \$1,790,000, with the seller agreeing to lease the property back at \$11,000 per month NNN rent. This is a medical office building. The indicated cap. rate would be 7.37%.

The appraiser notes that rates of return on all types of investment have slowly receded over the last decade. After considering the condition of the subject and its vacancies, the appraiser has concluded on a cap. rate of 6.5%.

The following pages show an estimated cash statement and capitalization of this anticipated income at 6.5%.

Item	Unit	Sq. Ft.	Base rent		CAM	Gross	Total Rent
Sq. Ft.	A	3283	\$ 1.55	\$ 0.65	\$ 2.20	\$ 7,222.60	
Sq. Ft.	B	1326	\$ 1.55	\$ 0.65	\$ 2.20	\$ 2,917.20	
Sq. Ft.	C	1723	\$ 1.55	\$ 0.65	\$ 2.20	\$ 3,790.60	
Total		6332				\$ 13,930.40	
Annual						\$167,164.80	

Item		
Gross Potential rent	\$	167,164.80
Less Vacancies and Rent Losses	\$	(16,716.48)
Effective Gross Rent	\$	150,448.32
Plus 4.166% general excise tax	\$	6,267.68
Effective Gross Income	\$	156,716.00

Expenses		\$/Sq. Ft./Month
Fixed Expenses		
Real Estate Taxes	\$ (7,971.48)	\$ (0.10)
Insurance	\$ (5,000.00)	\$ (0.07)
Total Fixed Expenses	\$ (12,971.48)	

Variable		
GE Tax @ 4%	\$ (6,268.64)	
Management	\$ (7,522.42)	\$ (0.10)
Utilities	\$ (9,600.00)	\$ (0.13)
Repairs and Maintenance	\$ (7,000.00)	\$ (0.09)
Supplies and Misc.	\$ (2,500.00)	\$ (0.03)
Total Variable	\$ (32,891.06)	
Indicated CAM		\$ (0.52)
Reserves	\$ (4,300.00)	
Total Operating Expenses	\$ (50,162.54)	
Indicated Net Operating Income	\$ 106,553.46	
Capitalized at 6.5%	\$ 1,639,284.02	
Less Cost of Elevator, and renovating 1st Floor	\$ (125,000.00)	
Indicate Market value	\$ 1,514,284.02	

### Discounted Cash Flow Analysis

There are no readily anticipated changes that will occur that necessitate a DCF be performed. Because of this, no discounted cash flow has been completed.

### **Income Approach Valuation Conclusions**

This approach had a great deal of current and relevant data to support it. The weakness to the approach is the lack of verifiable sales data from the immediate market to support the capitalization rate.

The indicated market value of subject property as is as of June 27, 2016 by the income approach was:

**ONE MILLION FIVE HUNDRED FIFTEEN THOUSAND DOLLARS**  
**\$1,515,000**

## Sales Comparison Approach

The sales comparison approach involves the direct comparison of sales and listings of similar properties, adjustments for variances, and correlation of the results into a property value indication. Adjustments to the sale prices of competitive properties selected for comparison are considered as they relate to the subject and to the various dissimilar investment features.

The application of this approach produces an estimate of value for a property by comparing it with similar properties which have been sold or are currently offered for sale in the same or competing areas. Procedures used to estimate the degree of comparability between two properties involve sound judgment decisions concerning their similarity with respect to any value factors such as location, construction, age and condition, layout, equipment, design, utility, and desirability.

The appraiser made a search of this market area for the last 3 years and found only vaguely similar sales that could reasonably be used as comparisons. Because of the lack of reasonably similar comparable sales, the appraiser is only providing this method as secondary support. The following adjustment chart uses the most similar data and is provided as additional support only.

Potential sales and listings:

TMK	Land Sq. Ft.	Zoning	Visibility	GBA	Year Blt	Net	Sale Price	Date	\$/Sq. ft.	Cap. Rate
234-20-42	16077	M-1	Average	4760	2001		\$ 1,600,000.00	12/29/2010	\$ 336.13	
238-97-8	7545	VMX	Average	2772	2011		\$ 1,141,200.00	12/2/2011	\$ 411.69	
238-97-4	9919	VMX	Average	3424	2013		\$ 1,092,878.00	11/5/2013	\$ 319.18	
238-97-51	16989	VMX	Average	6190	2011	\$ 186,700.00	\$ 3,175,000.00	3/20/2014	\$ 512.92	5.88%
237-4-7, 9	21371	B-2	Good	5496	1957		\$ 1,350,000.00	4/1/2015	\$ 245.63	
234-21-31	16888	B-2	Average	9550	1973		\$ 1,115,000.00	12/11/2015	\$ 116.75	
234-17-27	4163	B-2	Good	8528	2004		\$ 1,840,000.00	12/28/2015	\$ 215.76	
234-13- 24, 90	14496	B-3	Good	9530	1960		\$ 2,000,000.00	4/29/2016	\$ 209.86	
								Under		
234-8-24	11432	B-2	Average	4216	2002	\$ 142,920.00	\$ 2,400,000.00	Contract	\$ 569.26	5.96%
								Under		
234-17-38	15987	B-2/R-1	Average	2688	1972		\$ 900,000.00	Contract	\$ 334.82	

The following page contains an adjustment chart using the most similar of these sales as direct comparisons.

Item	Subject	Comparison 1	Comparison 2	Comparison 3	Comparison 4	Comparison 5
TMK	234-8-48	234-17-27	234-21-31	234-13- 24, 90	234-17-38	234-8-24
Sale Price	\$ 1,525,000.00	\$ 1,840,000.00	\$ 1,115,000.00	\$ 2,000,000.00	\$ 900,000.00	\$ 2,400,000.00
Date of sale	10/13/2014	12/28/2015	12/11/2015	4/29/2016	Under Contract	Under Contract
GBA Sq. Ft.	7375	8528	9550	9530	2688	4216
Price/Sq. Ft.	\$ 206.78	\$ 215.76	\$ 116.75	\$ 209.86	\$ 334.82	\$ 569.26

#### Transaction adjustments

Conditions of sale	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Market conditions	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Estimated current cash equivalent price	\$ 1,840,000.00	\$ 1,115,000.00	\$ 2,000,000.00	\$ 900,000.00	\$ 2,400,000.00	

#### Characteristics

	Wailuku	Wailuku	Lower Wailuku	Wailuku	Wailuku	Wailuku
Location	Average	Good	Average	Good	Average	Average
Visibility	10718	4163	16888	14496	15987	11432
Land Sq. Ft.	B-2	B-2	B-2	B-3	B-2/R-1	B-2
Zoning	Average/gd	Average/gd	Average	Average/gd	Average	Good
Quality	1970	2004	1973	1960	1972	2002
Year Built	Average-	Good	Fair	Good	Average-	Good
Condition	7375	8528	9550	9530	2688	4216
GBA	Limited	Limited	Limited	Limited	Limited	Limited
Parking	None	None	None	None	None	None
Elevator	None	None	None	None	None	None
Other	None	None	None	None	None	Favorable Lease

#### Adjustments

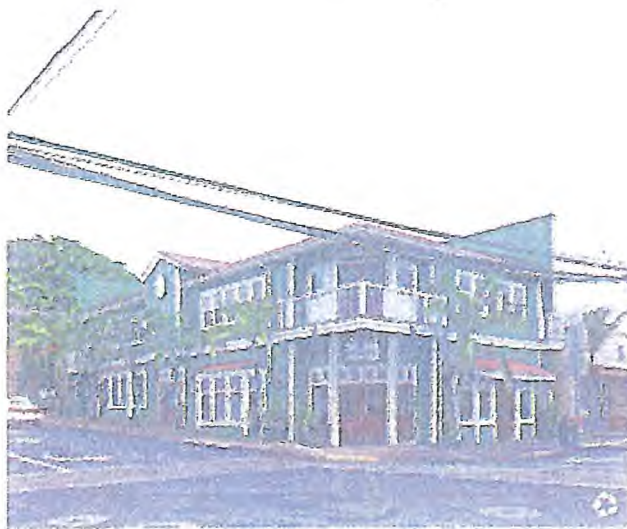
Location	Wailuku	\$ -	\$ 75,000.00	\$ -	\$ -	\$ -
Visibility	Average	\$ (20,815.00)	\$ -	\$ (72,480.00)	\$ -	\$ -
Land Sq. Ft.	10718	\$ 229,425.00	\$ (215,950.00)	\$ (132,230.00)	\$ (184,415.00)	\$ (24,990.00)
Zoning	B-2	\$ -	\$ -	\$ -	\$ -	\$ -
Quality	Average/gd	\$ -	\$ 620,750.00	\$ -	\$ 94,080.00	\$ (316,200.00)
Year Built	1970	\$ (170,000.00)	\$ -	\$ 50,000.00	\$ -	\$ (160,000.00)
Condition	Average-	\$ (25,000.00)	\$ 100,000.00	\$ (25,000.00)	\$ -	\$ (25,000.00)
GBA	7375	\$ (155,655.00)	\$ (293,625.00)	\$ (290,925.00)	\$ 632,745.00	\$ 426,465.00
Parking	Limited	\$ -	\$ -	\$ -	\$ -	\$ -
Elevator	None	\$ -	\$ -	\$ -	\$ -	\$ -
Other	None	\$ -	\$ -	\$ -	\$ -	\$ (162,000.00)
Total Adjustments		\$ (142,045.00)	\$ 286,175.00	\$ (470,635.00)	\$ 542,410.00	\$ (261,725.00)
Adjusted Price		\$ 1,697,955.00	\$ 1,401,175.00	\$ 1,529,365.00	\$ 1,442,410.00	\$ 2,138,275.00
Weighting		50%	20%	30%	0%	0%
		\$ 848,977.50	\$ 280,235.00	\$ 458,809.50	\$ -	\$ -
Weighting	\$ 1,588,022.00		Average all	\$ 1,641,836.00		
Concluded	\$ 1,600,000.00					

At a value of \$1,600,000 for the subject, the value is \$216.95 per sq. ft., which is in line with the amounts per sq. ft. seen for sales shown on the previous list.



105 N Market St  
 Wahiuku, HI 96793 - West Maui Submarket

★★



**BUILDING**

Type	Retail
Structure	Freestanding
Tenancy	Multiple
Year Built	2004
GLA	8,826 SF
Floors	2
Specialty Use	4,264 SF
Roof	None
Construction	Wood Frame

**LAND**

Acres	0.10 AC
Zoning	B-2
Parcel	2-3-1-017-027-0000

**EXPENSES PER SF**

2011	\$0.53 (2011)
2012	\$1.24 (2012)

**KEY TENANTS**

Honey A Sweet Breads	1,700 SF	Royal State Insurance	1,070 SF
----------------------	----------	-----------------------	----------

**AMENITIES**

Bus Line Storage

**LEASING**

Availability: No Spaces Currently Available

**TRAFFIC & FRONTAGE**

Countdown	15,961 on Liko Pl & N Market St (2014)
	18,965 on Lower Main St & Central Ave (2011)
Countdown	83 on Market St (with 1 hour cut)

**TRANSPORTATION**

Walking	15 Free Surface Spaces are available (Ratio of 1.79/1,000 SF)
Bus Stop	19 minutes drive to Wahiuku Airport
Walk Score	Very Walkable (80)
Transit Score	No Nearby Transit (0)

This property has retail on the first floor and second floor office space. Its sale of \$1,840,000 was verified with the selling agent. The building is newer and larger than the subject and should bracket the subject from the top.

1464 Lower Main St  
 Waiuku, HI 96793  
 Class C Office Building of 9,550 SF Sold on 12/4/2015 for  
 \$1,115,000 - Research Complete



**Buyer**  
 Shore to Shore Realty  
 331 Hookahi St  
 Waiuku, HI 96793  
 (808) 244-7412

**Seller**  
 Franklin F. Hamasaki  
 541 S Papa Ave  
 Kahului, HI 96732  
 (808) 871-7393

**visit data**

Escrow/Contract 150 days  
 Sale Date 12/4/2015  
 Days on Market -  
 Exchange No  
 Conditions -  
 Land Area SF 22,216  
 Acres 0.51  
 \$/SF Land Gross \$50.19  
 Year Built, Age 1979 Age: 36  
 Parking Spaces -  
 Parking Ratio -  
 FAR 0.43  
 Lot Dimensions -  
 Frontage -  
 Tenancy Multi  
 Comp ID 2488956

Sale Price \$1,115,000  
 Status Confirmed  
 Building SF 9,550 SF  
 Price/SF \$116.75  
 Pro Forma Cap Rate -  
 Actual Cap Rate -  
 Down Print \$278,750  
 Put Down 25.0%  
 Doc No 000A58230863  
 Trans Tax \$4,480  
 Corner No  
 Zoning INDUSTRIAL  
 No Tenants 1  
 Percent Improved 53.7%  
 Submarket Central Maui  
 Map Page -  
 Parcel No 2-3-4-021-031-0000  
 Property Type Office

**income expense data**

Expenses	Taxes	\$7,487
- Operating Expenses		
	Total Expenses	\$7,487

**Listing Broker**

Sotthey's  
 3750 Wailea Alanui Dr  
 Wailea, HI 96753  
 (808) 879-8880  
 Jan Lap

**Buyer Broker**

Shore to Shore Realty  
 331 Hookahi St  
 Waiuku, HI 96793  
 (808) 244-7412  
 Van Wski

**financing**

1st Central Pacific BK  
 BALPmt: \$836,250

This sale is inferior in quality, condition, and location (lower Main Street). This sale helps to bracket from the bottom.

2107 Main St  
 Wahiawa, HI 96793

Bank Building of 3,530 SF Sold on 2/26/2016 for \$2,000,000 -  
 Research Complete

**Buyer**

Pentecostal Missionary Church of Christ  
 2107 Main St  
 Wahiawa, HI 96793  
 (808) 823-2297

**Seller**

Bank of Hawaii  
 130 Merchant St  
 Honolulu, HI 96813  
 (808) 521-3000



**Other data**

Escrow Contract  
 Sale Date 4/26/2016  
 Days on Market 403 days  
 Exchange No  
 Conditions -  
 Land Area SF 15,343  
 Acres 0.35  
 SFFL Land Gross \$190.14  
 Year Built Age 1980 Age1 99  
 Parking Spaces 20  
 Parking Ratio 2.11000 SF  
 OMR 0.42  
 Lot Dimensions  
 Frontage 146 feet on Main St (with 1  
 Tenancy Single  
 Comp ID 9999947

Sale Price \$2,000,000  
 Status Confirmed  
 Building SF 3,530 SF  
 Floor SF 3000 SF  
 Pro Forma Cap Rate -  
 Actual Cap Rate -  
 Gross Price \$1,255,000  
 Pro Comm 62.5%  
 Ops Ac 0004394301293  
 Trans Tax \$12,000  
 Comm No  
 Zoning COMMERCIAL  
 No Tenants 2  
 Percent Improv -  
 Submarket Central Main  
 Map Page -  
 Parcel No 2 3 4 013 023 0004 (Parcel List)  
 Property Type Retail

**Income expense data**

**Financing**

1st Bank SFH  
 \$ 0.00 \$ 0.00

**Listing Broker**

Commercial Properties of Maui LLC  
 2143 Waiya St  
 Wahiawa, HI 96793  
 (808) 243-2800  
 Gregory Sheehan, Grant Hayes

**Buyer Broker**

Keller Williams Honolulu  
 1347 Kapiolani Blvd  
 Honolulu, HI 96813  
 (808) 596-2484  
 Carmella Uy

This is a former bank building that has higher quality finishes, a better location, and is larger than the subject. It also brackets from the top.

175 N Market St  
 Waialua Federal Credit Union Building  
 Waialua, HI 96793  
 2,688 SF Retail Bank Building Built in 1972  
 Property is for sale at \$300,000 (\$111.62/SF)

Buyer

For Sale

Seller



visit data

Days on Market 178 days  
 Conditions -  
 Land Area SF 16,117 SF  
 Acres 0.37 AC  
 \$/SF Land Gross -  
 Year Built, Age 1972 Age: 44  
 Parking Spaces 15  
 Parking Ratio 5,59/1000 SF  
 FAR 0.17  
 Lot Dimensions -  
 Frontage 64 feet on Market St (with 1

Asking Price \$300,000  
 Status For Sale  
 Building SF 2,688 SF  
 Price/SF \$111.62  
 Put Office -  
 Actual Cap Rate -  
 Corner No  
 Zoning COMMERCIAL  
 Submarket West Maui  
 Map Page -  
 Parcel No 2-3-4-017-038-0000  
 Property Type Retail

income expense data

Listing Broker

Kean Properties LLC  
 34 Wade Gateway Pl  
 Kihei, HI 96753  
 (808) 874-1818  
 Cindy Greenwell

Buyer Broker

This is a former credit union building that is frame construction with inferior quality. The building is much smaller and this property is vastly inferior to the subject. This is an asking price and this property is under contract.

2073 Wells St  
 Waukegan, IL 60093  
 1,011 SF Office Building  
 Property is for sale at \$2,400,000 (\$238.93/SF)

buyer  
 For Sale  
 seller



Other Data

Days on Market 78 days  
 Conditions -  
 Land Area (SF) -  
 Acres -  
 \$/sq. Foot Cost -  
 Year Built Age -  
 Parking Spaces -  
 Parking Ratio -  
 PAV -  
 Lot Dimensions -  
 Footage -

Assess Value \$2,400,000  
 Status For Sale  
 Building SF 4,811 SF  
 Area (SF) 498 SF  
 Actual Cap Rate 6.0%  
 Corner No  
 Corner -  
 Submarket Central Mass  
 Map Page -  
 Parcel No 234 809 024 0000  
 Property Type Office

Custom Reports Data

Lending Broker  
 Commercial Properties of Mass LLC  
 2111 Wells St  
 Waukegan, IL 60093  
 (847) 233-2200  
 Gregory J. Streshan, Owner & Broker  
 (Buyer/Broker)

2007/01/18 10:11 AM (last modified on 01/18/07)

Z1312416

This property has 3,000 sq. ft. of the ground floor leased to Kaiser at a rent that began at \$8,250 per month NNN in November of 2011 and increases 4% per year. The lease lasts for 10 years. The current rent would be \$10,037.38 per month or \$3.35 per sq. ft. NNN. This rent would appear to exceed current market rent by roughly \$1.00 per sq. ft. The appraiser has discounted this excess rent for the remaining lease term to arrive at an adjustment for the excess rent:

Excess Rent	\$36,000.00	\$37,440.00	\$38,937.60	\$40,495.10	\$42,114.91
Present Value Factor at 6.5%	0.941	0.886	0.834	0.785	0.739
Present Value of Excess	\$33,876.00	\$33,171.84	\$32,473.96	\$31,788.66	\$31,122.92
					\$162,433.37

This property has superior quality (medical use), is much newer, and has a very favorable lease arrangement with a high quality tenant.

**Conclusion from the Direct Sales Comparison Approach**

The indicated market value of subject property as if fee simple as of June 27, 2016 by the sales comparison approach was:

**ONE MILLION SIX HUNDRED THOUSAND DOLLARS  
(\$1,600,000)**

## SECTION 7 – RECONCILIATION OF VALUE

Summary of Value Conclusions	
As If Fee Simple	"As If fee simple"
Effective Date of Value	Jun 27, 2016
Cost Approach	\$1,560,000
Sales Comparison Approach	\$1,600,000
Income Capitalization Approach	\$1,515,000
Reconciled Value	\$1,560,000
Compiled by: Paradise Appraisals LLC	

The cost approach is based upon the principle of substitution, which states that a prudent purchaser would not pay more for a property than the amount required to purchase a similar site and construct similar improvements without undue delay, producing a property of equal desirability and utility. This approach is not very reliable in this type of market at this time. No one is looking at new construction as an alternative at this time because there is no profit that can be derived given the current housing market and economy. This particular cost approach is weak because of the lack of recent similar land sales and the large amount of depreciation which must be estimated due to the subject's age and condition. In this case, this approach has been weighted 10%;

$$\$1,560,000 \times 10\% = \$156,000$$

The sales comparison approach does not have a great deal of very recent and similar data and was weighted 40% as it was used as secondary support only.

$$\$1,600,000 \times 45\% = \$720,000$$

The income capitalization approach compares rentals of similar properties to the subject. The derived market rental rates were capitalized at a rate which considered available market financing and investor equity return requirements. In the analysis of income-producing property such as the subject, the income capitalization approach is typically given greater emphasis than the other approaches because it reflects the thinking of typical investors in income producing properties. The data used, in this case, is very current and similar. This approach has been given the most consideration in this valuation. It is weighted 50%:

$$\$1,515,000 \times 45\% = \$681,750$$

$$\text{Total weighting} = \$1,557,750$$

$$\text{Rounded to} = \$1,560,000$$

The reader should note that this property sold on 10/13/2004 for \$1,525,000. Although the roof has been replaced since, the property was fully occupied at that time and it currently has no leased tenants with any lease term left. It has the potential of going completely vacant. There is nothing in the market that would indicate rents or values have changed much since 2014.

Both the marketing and exposure times are estimated at 6 to 12 months.

## SECTION 8 – ADDENDUM

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Appraiser's Qualifications  
Appraiser's License  
Engagement Letter  
Publically Available Legal Description



# Paradise Appraisals, LLC



**KONA**  
2975 Kapaemahu Hwy. #20 Kailua-Kona, Hawaii 96756  
Phone: (808) 327-1595 • Fax: (808) 327-0776 • 1-800-814-3322  
E-mail: Kona@PAHawaii.com

R.J. Kirchner, SRA, CGA • [www.PAHawaii.com](http://www.PAHawaii.com)

**MAUI**  
560 H. Robbins Street #201 Kahului, Hawaii 96732  
Phone: (808) 577-5952 • Fax: (808) 577-6409  
E-mail: Maui@PAHawaii.com

## SUMMARY OF QUALIFICATIONS RAYMOND J. KIRCHNER SRA

### PROFESSIONAL EXPERIENCE:

Independent fee appraiser since June 1982 with offices in Kailua-Kona, Hawaii and Kahului Maui. Formerly Vice President and partner in R.W. Kirchner & Associates Appraisal Firm. Formerly contract Appraiser, working primarily for SEVCO Appraisers on the islands of Kauai, Maui and Hawaii from September of 1991 to March of 1992, when I became Chief Residential Appraiser of SEVCO, supervising 14 appraisers on three islands. I acted in this capacity until I left the firm in May of 1994 to become a principle partner in Royal Pacific Appraisals. Started Paradise Appraisals in February of 1997 as the managing partner. I am currently the sole proprietor of Paradise Appraisals LLC completing both commercial and residential assignments throughout the state.

### APPRAISAL EXPERIENCE:

Over 18,000 appraisals and reviews participated in since 1981. The substantial portion of these appraisals were made in Hawaii, the Minneapolis St. Paul Metropolitan area and Western Wisconsin area. Appraisals include existing and proposed construction, single family, duplexes, elderly housing projects, condominiums, townhouses, commercial buildings, apartments, industrial properties, farms, condemnation and partial acquisitions. Most recent appraisal experience has been on all the islands of Hawaii appraising single family, land, small residential income properties, condominiums, subdivisions, office buildings, industrial properties and commercial properties. R.J. Kirchner has served as a professional witness in both State (Minnesota & Wisconsin) and Federal Courts. The most recent example of professional testimony would be in Federal Bankruptcy Court in October of 2010 involving the Maluhia condo development in Maui.

### MAJOR CLIENTS:

Bank of America (residential & commercial), Northern Trust, Chase Manhattan Bank (commercial and residential), First Hawaiian Bank (residential & commercial), U.S. Bank, Bank of Hawaii (commercial and residential), Goldman Sachs, Citicorp Bank, Wells Fargo, First Republic Bank, City Bank (residential & commercial), Finance Factors (residential & commercial), American Savings Bank (residential and commercial), Central Pacific Bank (residential and commercial), HUD, Central Pacific Bank, Deutsche Bank, Maui County, Hawaii County, Hawaii Department of Water Supply, Maui Department of Water Supply, U.S. Department of Natural Resources, and numerous local banks, government agencies, accountants and attorneys.

**PROFESSIONAL MEMBERSHIPS:**

- Currently holds a SRA Designation – Appraisal Institute, Headquarters located at 225 North Michigan, Chicago, Illinois.
- Certified General Appraiser #275, State of Hawaii (current).
- Formerly Certified Federal Residential License Real Estate Appraiser State of Minnesota; License #4001391, 1991.
- Former court appointed Condemnation Commissioner – Washington County, Minnesota.
- Appointed member of the Minnesota commissioner of Commerce's Task Force to license appraisers.
- Past lobbyist for all eight major appraisal organizations in Minnesota.
- Past appointed member of the Minnesota Appraisers Licensing Board.
- Former Vice President – Washington Development Corporation, a non-profit corporation for the development of low income and elderly housing.
- Appointed member of State of Hawaii DCCA Advisory Committee, 2007 to current.

**EDUCATION BACKGROUND AND TRAINING:**

- Attended the University of Wisconsin at River Falls, Wisconsin from 1982 through 1987.

Successfully completed the following professional organization appraisal courses:

- Society of Real Estate Appraiser Course 101 – Foundations of Residential Appraising, completed in 1985.
- American Institute of Real Estate Appraisers Course – Residential Valuation, completed in 1987.
- The Appraisal of Partial Acquisitions – International Right of Way Association, completed in 1987.

**EDUCATION BACKGROUND AND TRAINING CONTINUED:**

- Residential Demonstration Appraisal completed for the Society of Real Estate Appraisers, passed in 1988.
- Standards of Professional Practice - Society of Real Estate Appraisers, passed in 1989.
- Standards of Professional Practice - University of Hawaii, passed in December 1991.
- Standards of Professional Practice - Appraisal Institute, passed May 1999.
- Basic Income Capitalization Course 510 - Appraisal Institute passed, in August 1993.
- Advanced Income Capitalization Course - Appraisal Institute passed, in August 1993.
- Seminar on new URAR form - Appraisal Institute, 1993.
- Uniform Standards of Professional Practice Parts A&B - Appraisal Institute (Honolulu), passed in April 1994.
- Advance Sales Comparison & Cost Approaches Course 530 - Appraisal Institute, passed in December 1998.
- Uniform Standards of Professional Practice Part C - Appraisal Institute (Honolulu), passed in 1999 and 2001.
- Author and instructor for the State of Hawaii approved appraisal course "A Return to the Basics."
- Appraisal Institute's Course II550 - Advanced Applications (State Code: 01-037), at the University of San Diego, July 2003
- Appraisal Institute's Course 04-097 - Reappraising, Readdressing, Reassigning: What to Do and Why and What to Include in a Work File. Honolulu, Hawaii October 2004
- Appraisal Institute's Course 04-098 - Scope of Work: Where are we now? Honolulu, Hawaii October 2004
- 7 Hour USPAP Course - Appraisal Institute - October 2004

- Appraisal Institute's Seminar Professional's Guide to the Residential Appl. Report – 773 Maui, Hawaii June 2005
- Appraisal Institute's Course II420 – Business Practices and Ethics. Honolulu Hawaii October 2005
- Lorman Education Services Eminent Domain Seminar Honolulu, HI May 2006
- Appraisal Institute USPAP Update Seminar. Honolulu, HI June 2006.
- USPAP update course 12/3/2007.
- Litigation Skills for the Appraiser seminar 3/31/2008
- └ Analyzing Distress Real Estate 1/14/2009
- Hotel Valuation Course 2/22/2010
- Numerous additional courses and seminars.

**Email: Kona@pahawaii.com**  
**Tax ID #48-1293715**

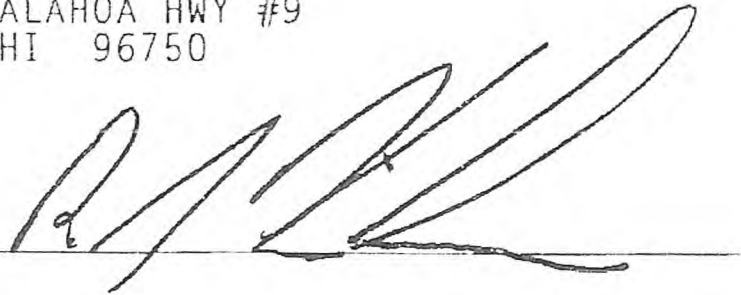
LICENSE NUMBER
CGA - 275

EXPIRATION DATE
12/31/2017

STATE OF HAWAII DEPARTMENT OF COMMERCE AND CONSUMER AFFAIRS  
CERTIFIED GENERAL APPRAISER

RAYMOND J KIRCHNER  
79-7266 MAMALAHOA HWY #9  
KEALAKEKUA HI 96750

(SIGNATURE  
OF LICENSEE)

A handwritten signature in black ink, appearing to read 'R. Kirchner', is written over a horizontal line. The signature is stylized and cursive.

# Paradise Appraisals, LLC



R.J. Kirchner, SRA, CGA • [www.HawaiiParadiseAppraisals.com](http://www.HawaiiParadiseAppraisals.com)

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79-7265 Mamalahoa Hwy., #9, Kealahou, Hawaii 96750  
Phone: (808) 322-0999 • Fax: (808) 322-0975 • T-800-514-3222  
Email: [Kona@PAIHawaii.com](mailto:Kona@PAIHawaii.com)

MAUI:  
360 Ho'ohana Street, #201, Kahului, Hawaii 96732  
Phone: (808) 877-5952 • Fax: (808) 877-6408  
Email: [Maui@PAIHawaii.com](mailto:Maui@PAIHawaii.com)

June 21, 2016

Guy M Hironaka  
County of Maui  
Finance Department  
Real Property Manager  
[Guy.Hironaka@co.maui.hi.us](mailto:Guy.Hironaka@co.maui.hi.us)

RE: TMK. (2) 3-4-008-048-0001, 0002 & 0003.

This letter shall serve as my engagement letter to provide an appraisal report of the market value of the fee simple interest in the above captioned condominium units as if being sold in one transaction to one buyer. This valuation will involve the use of a hypothetical condition in that the property will be valued as if in fee simple. The reason for the use of this hypothetical condition is that the only current tenant is the County and it is the County who is acquiring the three units which comprise the entire project and they are at or near the end of their lease term. The following is by basic understanding of the elements of this assignment:

1. The County of Maui is to be my client and is the entity that I must maintain my USPAP required confidentiality with.
2. The intended use of this appraisal is to assist the County in determining the proper price to pay for the acquisition of the 3 unit project. The County is not contemplating any type of eminent domain in connection with the acquisition and this is a mutually desired transaction. The County is buying the entire project (3 units) and wishes a valuation to reflect the conditions of the potential transaction as a single purchase of multiple units by one buyer.
3. The intended users include the County of Maui and the current owner of the property.
4. The acquisition does not require that the appraisal meet the Uniform Appraisal Standards of Federal Land Acquisition. If it is discovered that these standards must be met, I will re-bid this assignment.
5. The definition of market value to be used shall be:

*Market Value- The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently, knowledgeably, and assuming the price is not affected by any undue stimulus. Implicit in this definition is the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby:*

- o *The buyer and seller are typically motivated,*
- o *Both parties are well informed or well advised, and each acting in what they consider their own best interest,*
- o *A reasonable time is allowed for exposure in the open market,*
- o *Payment is made in terms of cash in U. S. Dollars or in terms of financial arrangements comparable thereto, and*

- o *The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale*<sup>1</sup>

My fee for this assignment shall be \$3,800.00 plus 4.166% general excise tax for a total fee of \$3,958.31. I can complete the assignment within 4 to 5 weeks of your approval to proceed. Any fees that are unpaid 30 days after the report is delivered will incur a 1% per month late fee charge. I am going to be in this area on Monday and if I could inspect the property then it would expedite the completion time. To undertake this assignment I will require the following:

1. Your signed approval of these terms.
2. A copy of the legal description, survey, and condo documents for the project, if available.
3. A copy of the current leases on the property.
4. A copy of income and expense history from the building for the last 3 years.
5. A contact for entry for my inspection.

The report I will provide will meet the current requirements of USPAP and the Standards of the Appraisal Institute. The report may be subject to review by any duly authorized committee of the Appraisal Institute related to peer review.

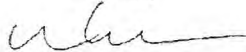
Thank you for considering me. I look forward to working with you on this interesting assignment.

Sincerely,



R. J. Kirchner SRA, CGA 275

Accepted,



~~Guy Hironaka~~ Date 6/21/16  
Mark R. Walker, Deputy Finance Director

<sup>1</sup> Office of the Comptroller of the Currency under 12 CFR, Part 34, Subpart C-Appraisals 34.42 Definitions

EXHIBIT "A"

ITEM I:

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded October 31, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

FIRST:

A. Apartment No. A in the Project (the "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartment through all other apartments and through the common elements of the Project.

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

SECOND:

An undivided 50% interest as tenant in common in and to the common elements of the Project as described by the Declaration, the land more particularly described below.

THIRD:

The exclusive right to use Parking Space No(s)., if any, as shown on the Condominium Map.

ITEM II:

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded October 31, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

FIRST:



A. Apartment No. B in the Project (the "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartment through all other apartments and through the common elements of the Project.

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

SECOND:

An undivided 25% interest as tenant in common in and to the common elements of the Project as described by the Declaration, the land more particularly described below.

THIRD:

The exclusive right to use Parking Space No(s)., if any, as shown on the Condominium Map.

ITEM III:

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded October 31, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

FIRST:

A. Apartment No. C in the Project (the "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartment through all other apartments and through the common elements of the Project.

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

SECOND:

An undivided 25% interest as tenant in common in and to the common elements of the Project as described by the Declaration, the land more particularly described below.

THIRD:

The exclusive right to use Parking Space No(s)., if any, as shown on the Condominium Map.

Being all of the property conveyed to Grantor herein by that Apartment Deed recorded July 15, 2008 in the Bureau of Conveyances, State of Hawaii, as Document No. 2008-113558.

THE LAND UPON WHICH SAID CONDOMINIUM IS LOCATED IS DESCRIBED AS FOLLOWS:

All of that certain parcel of land (being portion(s) of the land(s) described in and covered by Royal Patent Number 1996, Land Commission Award Number 420 to Kuihelani) situate, lying and being on the South side of Wells Street, Wailuku, Island and County of Maui, State of Hawaii, and thus bounded and described:

Beginning at an iron pin on the Northwest corner of this lot, East side of Konahau Lane, the azimuth and distance from Street Monument at the intersection of Wells and Church Streets being: 63° 42' 80.80 feet and running by azimuths measured clockwise from true South:

- |    |          |        |   |
|----|----------|--------|---|
| 1. | 256° 02' | 65.35  | feet along the South side of Wells Street to a pipe;  |
| 2. | 353° 04' | 159.45 | feet along West side of Church Street to a pipe;  |
| 3. | 76° 00'  | 70.10  | feet along remainder of L. C. Aw. 420 to Kuihelani to a pipe;   |
| 4. | 174° 45' | 160.13 | feet along Konahau Lane to the point of beginning and containing an area of 10,718 square feet, more or less. |

SUBJECT, HOWEVER, to the following:

1. Title to all minerals, and metallic mines reserved to the State of Hawaii.
2. Covenants, conditions, restrictions, reservations, agreements, obligations, easements and other provisions set forth in Deed dated February 3, 1903, recorded in the Bureau of Conveyances, State of Hawaii, in Book 248, Page 57, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status, or natural origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c) or Section 515-6, HRS.

The foregoing includes, but is not limited to, matters relating to all water rights.

3. Condominium Map No. 3497, filed in the Bureau of Conveyances, State of Hawaii.
4. Matters in that Declaration of Condominium Property Regime, recorded October 31, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-195071, an instrument that, among other things, contain or provide for easements, assessments, liens and their subordination; provisions relating to partition, restrictions on severability of component interest, covenants, conditions and restrictions, provision that no violation thereof and no enforcement of any lien provided for therein shall defeat or render invalid the lien of a mortgage or deed of trust made in good faith and for value, but omitting any covenants or restrictions if any, based upon race color, religion, sex, handicap, familial status, or national origin unless and only to the extent that said covenant (a) is exempt under Title 42, Section 3607 of the United States Code or (b) relates to handicap but does not discriminate against handicapped persons.
5. By-Laws of the Association of Apartment Owners of THE UEOKA BUILDING CONDOMINIUM, recorded October 31, 2002 in the Bureau of Conveyances, State of Hawaii, as Document No. 2002-195072.
6. Terms, provisions and conditions as contained in the Apartment Deed and the effect of any failure to comply with such terms, provisions and conditions.
7. Any and all easements encumbering the apartment herein mentioned, and/or the common interest appurtenant thereto, as created by or mentioned in said Declaration, as said Declaration may be amended from time to time in accordance with the law and/or in the Apartment Deed, and/or as delineated on said Condominium Map.
8. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
9. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
10. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
11. Any encroachment, encumbrance, violation, variation, question of location, boundary and/or area, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.

12. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the public records.

13. Any lien or right to a lien for services, labor or material not shown by the public records.

EXHIBIT "C"

WARRANTY DEED

EXHIBIT "C"

LAND COURT

REGULAR SYSTEM

Return By Mail  Pick-Up  To:

County of Maui  
Department of Finance  
200 S. High Street  
Wailuku, Maui, Hawaii 96793

TG: 201757450  
TGE: 22417104785  
Ann Oshiro

APARTMENT DEED

PARTIES TO DOCUMENT:

GRANTOR: MAKAWAO MANAGEMENT LLC

GRANTEE: COUNTY OF MAUI  
200 S. High Street  
Wailuku, Maui, Hawaii 96793

TAX MAP KEY(S): (2) 3-4-008:048; CPR No. 0001; Apt. No. A  
(2) 3-4-008:048; CPR No. 0002; Apt. No. B  
(2) 3-4-008:048; CPR No. 0003; Apt. No. C

(This document consists of 13 pages.)

**APARTMENT DEED**

THIS INDENTURE made this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between MAKAWAO MANAGEMENT LLC, a Nevada limited liability company, whose address is 5381 Kapaka Street, Princeville, Hawaii 96722, hereinafter referred to as the "GRANTOR", and 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 "GRANTEE".

**W I T N E S S E T H:**

That the Grantor, for and in consideration of the sum of ONE MILLION SIX HUNDRED THOUSAND AND NO/100 DOLLARS (\$1,600,000.00), lawful money of the United States of America, and for other good and valuable consideration to the Grantor paid by the Grantee, the receipt whereof is hereby acknowledged, does hereby grant, bargain, sell and convey unto the Grantee, as Tenant in Severalty, its legal successors and assigns, forever, the property described in Exhibit "A" attached hereto and by reference made a part hereof.

TO HAVE AND TO HOLD the same, together with all buildings, rights, easements, privileges and appurtenances thereunto belonging or anywise appertaining or held and enjoyed therewith, and the reversions, remainders, rents, issues and profits thereof, and all of the estate, right, title and interest of the Grantor, both at law and in equity, therein and thereto, unto the Grantee, in the tenancy and estate as provided herein, forever.

AND the Grantor hereby covenants and agrees with the Grantee, as aforesaid, that Grantor is lawfully seised in fee simple of the property described in said Exhibit "A", and has good right and lawful authority to sell and convey the same as aforesaid; that said property is free and clear of all encumbrances, subject, however, to the reservations, restrictions, and encumbrances shown on said Exhibit "A", if any, and that the Grantor will WARRANT AND DEFEND the same unto the Grantee as aforesaid, against the lawful claims and demands of all persons whomsoever, except as herein set forth.

The covenants and obligations, and the rights and benefits of the Grantor and the Grantee shall be binding upon and inure to the benefit of their respective estates, heirs, devisees, personal representatives, successors, successors in trust, and assigns, and all covenants and obligations undertaken by two or more persons shall be deemed to be joint and several unless otherwise expressly provided herein. The terms "Grantor" and "Grantee," wherever used herein, and any pronouns used in place thereof, shall mean and include the singular and the plural, and the use of any gender shall mean and include all genders.

The parties hereto agree that 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 hereto, notwithstanding 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.



IN WITNESS WHEREOF, the Grantor and the Grantee have caused these presents to be duly executed on the day and year first above written.

GRANTOR:

MAKAWAO MANAGEMENT LLC

By \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Its

By \_\_\_\_\_  
Print  
Name: \_\_\_\_\_  
Its

GRANTEE:

COUNTY OF MAUI

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

By \_\_\_\_\_  
MARK R. WALKER  
Its Director of Finance

APPROVAL RECOMMENDED:

\_\_\_\_\_  
JOHN D. KIM  
Prosecuting Attorney

APPROVED AS TO FORM AND  
LEGALITY:

\_\_\_\_\_  
DAVID A. GALAZIN  
Deputy Corporation Counsel  
County of Maui

State of Hawaii )  
 ) ss.  
County of Kauai )  
Fifth Judicial Circuit

Document Description: Apartment Deed

Document Date: \_\_\_\_\_  
No. of Pages: 13

On this \_\_\_\_ day of \_\_\_\_\_, 2018, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me personally known/proved to me on the basis of satisfactory evidence, who, being by me duly sworn or affirmed, did say that they are the \_\_\_\_\_ and \_\_\_\_\_, respectively, of MAKAWAO MANAGEMENT LLC, a Nevada limited liability company, and that such persons executed the foregoing instrument as the free act and deed of such persons, and if applicable in the capacity shown, having been duly authorized to execute such instrument in such capacity.

\_\_\_\_\_  
Notary's Signature Date

\_\_\_\_\_  
Notary's Printed Name

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



STATE OF HAWAII )  
 ) SS.  
COUNTY OF MAUI )

On this \_\_\_\_\_ day of \_\_\_\_\_, 2018, 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 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 MARK R. WALKER 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's Signature Date

\_\_\_\_\_  
Notary's Printed Name

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

NOTARY CERTIFICATION STATEMENT	
Document Identification or Description: <u>Apartment Deed</u>	
Document Date: _____	
No. of Pages: <u>13</u>	
Jurisdiction (in which notarial act is performed): <u>Second Judicial Circuit</u>	
Signature of Notary	Date of Notarization and Certification Statement
(Notary Stamp or Seal)	
Printed Name of Notary	

**EXHIBIT "A"**

**ITEM I:**

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

**FIRST:**

A. Apartment No. A in the Project (the "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartments through all other apartments and through the common elements of the Project;

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

**SECOND:**

An undivided 50% interest as tenant in common in and to the common elements of the Project as described by the Declaration, including the land more particularly described below.

**THIRD:**

The exclusive right to use Parking Space Nos. if any, as shown on the Condominium Map.

The land upon which said Condominium is situate is more particularly described as follows:

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Number 1996, Land Commission Award Number 420 to Kuihelani) situate, lying and being on the south side of Wells Street, State of Hawaii, and containing an area of 10,718 square feet, more or less.

Said parcel of land being more particularly described in Declaration of Condominium Property Regime dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195071.

ITEM II:

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

FIRST:

A. Apartment No. B in the Project ("Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartments through all other apartments and through the common elements of the Project;

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

SECOND:

An undivided 25% interest as tenant in common in and to the common elements of the Project as described by the Declaration, including the land more particularly described below.

THIRD:

The exclusive right to use Parking Space Nos. if any, as shown on the Condominium Map.

The land upon which said Condominium is situate is more particularly described as follows:

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Number 1996, Land Commission Award Number 420 to Kuihelani) situate, lying and being on the south side of Wells Street, State of Hawaii, and containing an area of 10,718 square feet, more or less.

Said parcel of land being more particularly described in Declaration of Condominium Property Regime dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195071.

ITEM III:

Those certain premises comprising a portion of that certain Condominium Project known as the "THE UEOKA BUILDING CONDOMINIUM" (herein called the "Project") which Project consists of that certain parcel of land described herein and in the Declaration of Condominium Property Regime dated September 30, 2002, recorded in the Bureau of Conveyances of the State of Hawaii as Document No. 2002-195071, as may be amended from time to time (herein called the "Declaration"), and the improvements and appurtenances thereof, as described in and established by the Declaration and as shown on the plans of the Project recorded in the said Bureau of Conveyances as Condominium Map No. 3497 and any amendments thereto (herein called the "Condominium Map"), and being more particularly described as follows:

FIRST:

A. Apartment No. C in the Project (the "Apartment") established by the Declaration and as shown on the Condominium Map.

Together with nonexclusive easements for ingress and egress and support of said Apartment through the common elements of the Project and for repair of said Apartments through all other apartments and through the common elements of the Project;

B. All rights to use and enjoy the Limited Common Element appurtenant to said apartment as set forth in the Declaration.

SECOND:

An undivided 25% interest as tenant in common in and to the common elements of the Project as described by the Declaration, including the land more particularly described below.

THIRD:

The exclusive right to use Parking Space Nos. if any, as shown on the Condominium Map.

The land upon which said Condominium is situate is more particularly described as follows:

All of that certain parcel of land (portion of the land described in and covered by Royal Patent Number 1996, Land Commission Award Number 420 to Kuihelani) situate, lying and being on the south side of Wells Street, State of Hawaii, and containing an area of 10,718 square feet, more or less.



Said parcel of land being more particularly described in Declaration of Condominium Property Regime dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195071.

SUBJECT, HOWEVER, to the following:

1. Mineral and water rights of any nature.
2. The terms and provisions contained in Deed dated February 3, 1903, recorded in said Bureau of Conveyances in Liber 248 on Page 57.

The foregoing includes, but is not limited to, matters relating to all water rights.

3. The terms and provisions contained in Declaration of Condominium Property Regime for "THE UEOKA BUILDING CONDOMINIUM" Condominium Project dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195071 as shown on Map 3497 and any amendments thereto.

Note: Any recorded amendments to the Declaration of Horizontal or Condominium Property Regime amending the assignment of parking stalls to and from apartments other than the specific apartment described herein, are not shown.

4. The terms and provisions contained in By-Laws of the Association of Owners dated September 30, 2002, recorded in said Bureau of Conveyances as Document No. 2002-195072.

5. The terms and provisions contained in Declaration of Party Wall dated October 8, 2014, recorded in said Bureau of Conveyances as Document No. A-53990155 by and between 808 Consultants, LLC, a Hawaii limited liability company, "first party", and David Franklin Sandell and Virginia Louise Sandell, husband and wife, Roxann Kehus, single, and Mary C. Keelan, single, and Stephen M. Watson and Desiree A. Watson, husband and wife, "second party."

6. Any rights or interests which may exist or arise by reason of the following facts shown on Survey prepared by Sherman Dudley DePonte, Land Surveyor, with Akamai Land Surveying, Inc., dated December 13, 2017:

(A) Discrepancies between recorded measurements and field measurements.

(B) The back of a questionable (as to ownership) sidewalk crosses from the Wells Street right-of-way onto the subject parcel by as much as 1.7 feet.

(C) A questionable (as to ownership) fire hydrant from Wells Street right-of-way crosses onto subject parcel by as much 0.9 of a foot.

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

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

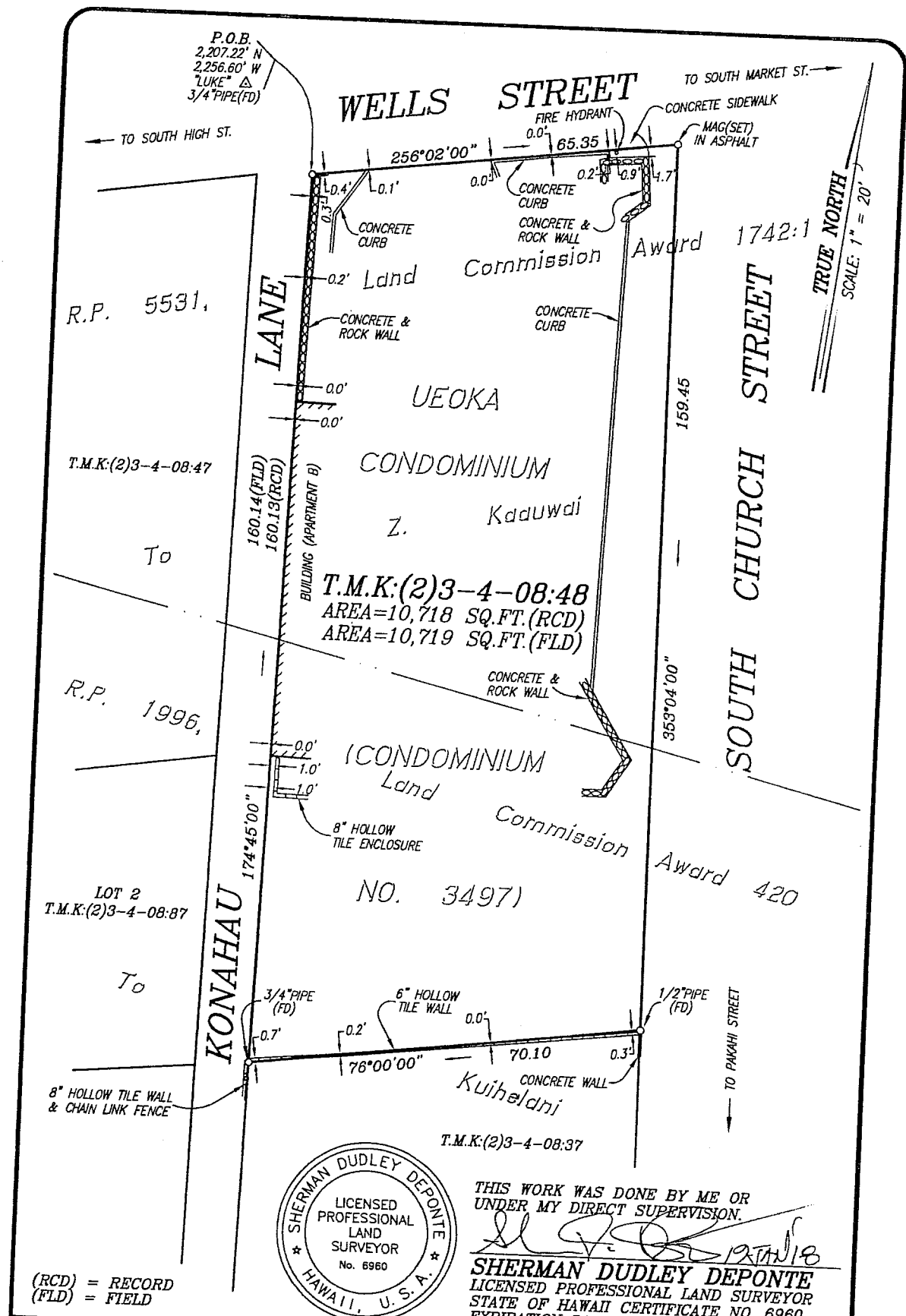
Being the same premises conveyed to the Grantor by Warranty Deed of 808 Consultants, LLC, a Hawaii limited liability company, dated September 29, 2014, recorded in said Bureau of Conveyances as Document No. A-53990156.

NOTE: 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.

EXHIBIT "D"

SURVEY

EXHIBIT "D"



THIS WORK WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION.

*Sherman Dudley Deponte*

**SHERMAN DUDLEY DEPONTE**  
 LICENSED PROFESSIONAL LAND SURVEYOR  
 STATE OF HAWAII CERTIFICATE NO. 6960  
 EXPIRATION DATE: 30 APRIL 2018

(RCD) = RECORD  
 (FLD) = FIELD

<b>SKETCH SHOWING</b>	
EXISTING FEATURES TO PROPERTY BOUNDARY LINE RELATIONSHIP FOR PORTION(S) OF R.P. 5531, L.C.A. 1742:1 TO KAAUWAI AND R.P.1996, L.C.A. 420 TO KUIHELANI	
<b>AKAMAI LAND SURVEYING, INC.</b> P.O. BOX 1748 MAKAWAO, MAUI, HAWAII 96768	JOB NO.: 217427-LW
	SCALE: 1" = 20'
	T.M.K.:(2)3-4-08:48
	DATE: 13DEC'17 SHEET 1 OF 1

LAND DESCRIPTION

All that certain parcel of land known as portion(s) of Royal Patent 5531, Land Commission Award 1742, Apana 1 to Z. Kaaupai and Royal Patent 1996, Land Commission Award 420 to Kūihelani.

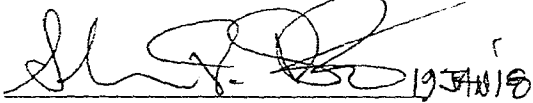
Situate at  
Wailuku, Maui, Hawaii  
Tax Map Key: (2)3-4-08: 48

Beginning at a 3/4" pipe (found) at the Northwestern corner of this parcel of land, being the Northeasterly corner of the Konahau Lane right-of-way and a point on the Southerly right-of-way line of Wells Street, the azimuth and distance from the street monument at the intersection of Wells and Church Street being 63°42'00" for 80.80 feet, the coordinates of said point of beginning are based on record information and referred to Government Survey Triangulation Station "Luke" being 2,207.22 feet North and 2,256.60 feet West and running by azimuths measured clockwise from True South; thence,

- |    |              |        |   |
|----|--------------|--------|---|
| 1. | 256° 02' 00" | 65.35  | feet along the Southerly right-of-way line of Wells Street, to a mag in asphalt (set); thence,  |
| 2. | 353° 04' 00" | 159.45 | feet along the Westerly right-of-way line of South Church Street, to a 1/2" pipe (found); thence,   |
| 3. | 76° 00' 00"  | 70.10  | feet along the Northwestern property boundary line of a portion of Royal Patent 1996, Land Commission Award 420 to Kūihelani [Tax Map Key:(2)3-4-08:37] to a 3/4" pipe (found); thence, |
| 4. | 174°45'00"   | 160.14 | feet along the Easterly right-of-way line of Konahau Lane, to the point of beginning and containing an area 10,719 square feet.   |

This work was done by me or under my direct supervision.

AKAMAI LAND SURVEYING, INC.



Sherman Dudley DePonte  
Licensed Professional Land Surveyor  
State of Hawaii Certificate No. 6960  
Expires: April 30, 2018  
217427

