

DISPOSITION AGREEMENT

BETWEEN

ALEXANDER & BALDWIN, LLC

AND

STATE OF HAWAII
DEPARTMENT OF LAND AND NATURAL RESOURCES
DIVISION OF STATE PARKS

Dated: As of June 18, 2014
Re: Central Maui Regional Park Site
Kuihelani Highway at Waiale
Kahului, Maui, Hawaii

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EXHIBITS

- Exhibits A - Legal Description of the Land
- Exhibit B - Agricultural Exceptions
- Exhibit C - Map Showing Easements and Reservations
- Exhibit D - Description of Waterline Easement
- Exhibit E - Map of Push Piles

DISPOSITION AGREEMENT

THIS DISPOSITION AGREEMENT (this "Agreement") is made as of the date set forth immediately below (the "Basic Provisions"), by and between ALEXANDER & BALDWIN, LLC, a Hawaii limited liability company, formerly known as Alexander & Baldwin, Inc. ("A&B"), having its address at 822 Bishop Street, Honolulu, Hawaii 96813, and STATE OF HAWAII, by and through its Board of Land and Natural Resources ("DLNR" or "Buyer"), having an office at the address set forth in the Basic Provisions.

BASIC PROVISIONS

1. Effective Date: June 18, 2014.
2. Name, Type of Entity and Address of "Grantee":

STATE OF HAWAII
Department of Land and Natural Resources
1151 Punchbowl Street
Honolulu, Hawaii 96813
3. Brief Description of Improvements (Section 1.1(b)):

Approximately 65.378 acres of vacant land, subject to any existing improvements and infrastructure.
4. Acquisition Price (Section 1.4): One Million Six Hundred Thirty Four Thousand Four Hundred Fifty and No/100 Dollars (\$1,634,450.00) [\$25,000 per acre].
5. Name and Address of Escrow Agent (Section 1.6):

Title Guaranty Escrow Services, Inc. (Michael Gamberdell)
235 Queen Street
Honolulu, Hawaii 96813
6. Date of Closing (Section 4.1): June 26, 2014.
7. Designated Employees (Section 4.2): Grant Chun and Dan Yasui
8. Broker (Section 8.1): None.
9. Notice Address of Buyer (Section 10.5):

1151 Punchbowl Street
Honolulu, Hawaii 96813
Attention: William J. Aila, Jr.
Chairperson
Facsimile: (808) 587-0311

with a copy to: Department of the Attorney General
Land Transportation Division
465 S. King Street, Room 300
Honolulu, Hawaii 96813
Facsimile: (808) 587-2999

WITNESSETH:

ARTICLE 1

DISPOSITION

1.1 **Disposition.** Subject to the terms and conditions hereinafter set forth, A&B agrees to convey and Buyer agrees to acquire the following:

(a) those certain tracts or parcels of land more particularly described on Exhibit A attached hereto and made a part hereof, together with all the rights and appurtenances pertaining to such property (the property described in clause (a) of this Section 1.1 being herein referred to collectively as the "Land" or the "Realty"); and

(b) those improvements, if any, described in Item 3 of the Basic Provisions ("Improvements").

1.2 **Property Defined.** The Land and Improvements are hereinafter sometimes also referred to collectively as the "Property".

1.3 **Permitted Exceptions.** The Property shall be conveyed subject to the matters which are, or are deemed to be, Permitted Exceptions pursuant to Article 2 hereof (herein referred to collectively as the "Permitted Exceptions").

1.4 **Acquisition Price.** A&B is to convey and Buyer is to acquire the Property for the amount set forth in the Basic Provisions (the "Acquisition Price"). A&B and Buyer agree that the Acquisition Price is the appraised fair market value of the Realty and that the Acquisition Price shall be allocated solely to the Realty.

1.5 **Payment of Acquisition Price.** The Acquisition Price, as increased or decreased by prorations and adjustments as herein provided, shall be payable in full at Closing in cash by wire transfer of immediately available federal funds to a bank account designated by A&B in writing to Buyer prior to the Closing

1.6 **Threat of Condemnation.** Buyer acknowledges that A&B has agreed to convey the Property to Buyer pursuant to the terms of this Agreement under the threat of condemnation.

ARTICLE 2

TITLE

2.1 **Easements and Reservations.** At Closing, the Property shall be conveyed together with and subject to the easements and reservations described below. As noted, some of the easements are contingent upon whether A&B develops the project district to the South of the Property (the "Project") or the road adjacent to the Project ("Road C" described below). Buyer acknowledges that it is yet undetermined whether the Project or road will be developed and that A&B has no obligation to construct the Project or road. The easement documentation shall require Buyer to allow A&B an opportunity to review and comment upon Buyer's plans.

(a) Access and Utility Easement in Favor of Buyer. The Property shall be conveyed together with an easement for access and utilities in favor of Buyer generally in the location shown as Easement 1 on Exhibit C attached hereto. The access and utility easement shall be permanent.

(b) Contingent Access Easement to Kuihelani Highway in favor of Buyer. If A&B develops the road shown as "Road C" on Exhibit C attached hereto, then A&B will allow Buyer access to such road from the Property at two separate points. Except as expressly stated below, Buyer shall be responsible to construct Buyer's access.

(i) The first access point will be at the anticipated intersection between Road C and Road "B" as shown on Exhibit C attached hereto. If the location of Road "B" changes after the first access point is constructed, A&B shall be responsible to relocate this access point. This first access point shall be an unrestricted intersection, allowing users of the Property to turn both right and left into and out of the Property onto Road C.

(ii) The second access point will be at a location selected by Buyer, with A&B's reasonable approval (it currently is anticipated that the second access point will be located west of the first access point). This second access point shall allow right in, right out access as a minimum and full movements if permitted by applicable governmental authority.

(iii) If a turning vehicle storage lane for the first access point ("Vehicle Storage Lane") is required, Buyer may locate such Vehicle Storage Lane within Easement 2B as shown on Exhibit C so long as A&B may still utilize Easement 2B for its intended purposes other than landscaping. Buyer and A&B shall use reasonable effort to agree upon the location of the Vehicle Storage Lane. To the extent commercially practicable, A&B and Buyer jointly shall subdivide the Vehicle Storage Lane from the Property and consolidate the Vehicle Storage Lane into the Road C parcel. Buyer shall be solely responsible for any reasonably required improvements to connect the driveway access and utilities to Road C, except as expressly stated above, but shall not be responsible for other offsite improvements that would be required for the Project. A&B shall relocate Buyer's driveway access in the event a Vehicle Storage Lane is required after Buyer's driveway access has been constructed.

(iv) Buyer acknowledges that A&B has set the final elevation of "Road C". If Buyer develops the Property, Buyer shall develop the Property in a manner consistent

with such elevations set by A&B. If A&B develops the Project, A&B shall develop the Project in a manner consistent with such elevations. Runoff from Road C shall be channeled into A&B's drainage basins and shall not be allowed to flow into any park located on the Property.

(c) **Contingent Wastewater Easements in favor of Buyer.** If A&B develops the Project and installs utility lines within the Project, A&B, shall size the wastewater lines to accommodate the demands necessary for both A&B and Buyer's use. A&B shall allow Buyer to obtain easements and the rights to use such wastewater lines.

(d) **Landscaping, Signage, Access, Drainage and Utilities Easement along both Kuihelani Highway and "Road C" in Favor of A&B.** The Property shall be conveyed subject to an easement in favor of A&B for installation and maintenance of landscaping, signage identifying A&B's Project, access, drainage and utilities generally in the location shown as Easement 2A on Exhibit C attached hereto.

(e) **Drainage, Landscaping, Construction and Utilities Easement along "Road C" in Favor of A&B.** The Property shall be conveyed subject to an easement in favor of A&B for installation and maintenance of drainage, landscaping, construction and utilities generally in the location shown as Easement 2B on Exhibit C attached hereto. The easement shall provide that Buyer must allow the easement area to remain in a condition that allows A&B to utilize the easement area for its designated purposes, which shall include, ensuring that the entire easement width is level with the future "Road C" sidewalk grade, except as otherwise provided herein. Runoff from Road C shall be channeled into A&B's drainage basins in order to prevent any sheet flow into any park located on the Property.

(f) **Drainage, Landscaping, Access and Utilities Easement along both Kuihelani Highway and "Road C" in Favor of A&B.** The Property shall be conveyed subject to an easement in favor of A&B for installation and maintenance of drainage, landscaping, access and utilities generally in the location shown as Easement 2C on Exhibit C attached hereto. The easement shall provide that Buyer must allow the easement area to remain in a condition that allows A&B to utilize the easement area for its designated purposes, which shall include ensuring that at least a fifteen (15) foot width of the entire easement area remains level for a future access road and underground drain line.

(g) **Access Easement in Favor of A&B.** The Property shall be conveyed subject to an easement in favor of A&B for access generally in the location shown as Easement 3A on Exhibit C attached hereto. Access shall be controlled by the Buyer except in the event of emergency threatening life or property.

(h) **Drainage and Access Easements in Favor of A&B.** The Property shall be conveyed subject to drainage and access easements in favor of A&B in the approximate location shown as Easement 3B on Exhibit C attached hereto. The easement shall provide that Buyer must allow the easement area to remain in a condition that allows A&B to utilize the easement area for its designated purposes, which shall include ensuring that at least a fifteen (15) foot width of the portion of the easement area remains level. The portion of Easement 3B along the northern boundary shall remain level with the current grade and elevation at the adjacent property line.

(i) Intentionally omitted.

(j) **Drainage Basin Easements in Favor of A&B.** The Property shall be conveyed subject to two adjacent drainage basin easements in favor of A&B to accommodate existing and proposed drainage (open ditches, outlet headwalls etc) from the Project; provided, however, Buyer may also use such basins for drainage of any park constructed on the Property. The currently anticipated location of the drainage basin easements are at the locations shown as Easement 4 and Easement 5 on Exhibit C attached hereto. Neither A&B nor Buyer shall be obligated to construct such drainage basins. Easement 5 shall be exclusively used for drainage purposes. Buyer may use Easement 4 for open grass field recreational purposes, such as soccer fields, compatible with use as a drainage basin, but Buyer may not construct any improvements inconsistent with use as a drainage basin. If Buyer wishes to develop Easement 4 prior to A&B's construction of any drainage basin on Easement 4, A&B and Buyer shall coordinate Buyer's construction on Easement 4 and, if A&B elects to have Buyer excavate more soil than Buyer otherwise would have excavated if A&B's drainage needs were not to be accommodated (the "Incremental Excavation Costs"), A&B shall pay for such Incremental Excavation Costs. A&B's failure to elect to have Buyer excavate additional soil at the time of Buyer's development of Easement 4 shall not preclude A&B from later development of the drainage basin on Easement 4, but A&B shall be solely responsible for expeditious replacement of all improvements constructed by Buyer, including but not limited to sprinkler systems, drainage systems and grass. If A&B constructs a drainage basin on Easement 5, A&B shall be responsible for construction of a fence and gates around Easement 5 to the extent deemed necessary by A&B for safety purposes. If either party constructs improvements prior to the other party, such party shall repair any damage caused to the improvements previously constructed by the other party. The easement documents shall provide that the configuration of the drainage basins in Easement 4 and Easement 5 may be changed by A&B and Buyer subject to reasonable approval by the other; provided, however that: (1) A&B shall have the right to insist that the combined capacity of the drainage basins to be located within Easement 4 and Easement 5 shall at all times required by A&B be designed and constructed to accommodate: (i) a runoff volume of 176 acre-feet; (ii) a contributing drainage area of 422.6 acres; (iii) a Peak Q of 1,526 cubic feet per second (cfs) based on a 24-hour storm using the NRCS method; and (iv) any drainage Buyer requires for drainage of the park on the Property; and (2) Buyer shall have the right to insist that Easement 4 shall provide a minimum grassed area of 9 acres sloped between 1% and 1.75% in all directions for use as a recreational area and provide pedestrian and equipment access to the recreational area from the baseball fields and parking lot. The size and capacity of the drainage basins are based solely on the specifications provided by A&B. If the capacity, design, or construction of the drainage basins are determined to be inadequate to accommodate the stormflow as required by the County of Maui, A&B shall modify the drainage basins at its expense, but with the cooperation of Buyer. The drainage basin easements shall include access thereto (including to the lowest part of any basin) and appurtenant overflow culverts to the extent deemed necessary by A&B's engineers. Buyer will be solely responsible to develop the Property in a manner that is compatible with the drainage basins. To the extent required by law or governmental permit, A&B shall provide an unexploded ordnance and archaeological monitor during construction of the drainage basins within Easements 4 and 5. During the construction of the improvements on the Property, A&B shall allow Buyer, until such time A&B develops the Project and drainage basins within Easements 4 and 5, to temporarily use the drainage basin area within Easements 4 and 5 to accommodate a smaller drainage basin solely to serve the stormwater runoff generated

by improvements developed on the Property. The temporary drainage basin may include an outlet headwall within the easement area. Upon construction of the drainage basin in Easement 5 by A&B, A&B shall connect Buyer's drainage to A&B's drainage. So long as there is no interference with use of the drainage basins by A&B, A&B shall allow the use of the drainage basins within Easements 4 and 5 to be used as a borrow pit and storage site for excess material needed for the development of improvements on the Property.

(k) **Effluent Use.** So long as use of tertiary water is not prohibited by applicable governmental authorities for use on the Property, Buyer shall accept tertiary water from the Project, if any, for irrigation of the Property or other uses by Buyer, to the extent delivered by A&B to the Property at a location reasonably specified by Buyer, at no cost to Buyer for the water. Buyer's acceptance of such tertiary water is contingent on A&B paying for any incremental cost that Buyer is required to incur to accept such water that Buyer otherwise would not have been required to pay if Buyer provided water for the Property from other sources. Buyer shall only be required to take the amount of water reasonably necessary for its operations, as determined by Buyer. Buyer shall provide A&B with any necessary easements or access rights to enable A&B to deliver such water.

(l) **Existing Water Line Easement in Favor of A&B.** The Property shall be conveyed subject to an easement for the existing water line in favor of Hawaiian Commercial & Sugar Company, a division of A&B. The metes and bounds of such easement are set forth in Exhibit D attached hereto.

(m) **Existing Water Line Easement in Favor of County of Maui.** The Property shall be conveyed subject to an easement for the existing water line in favor of the County of Maui.

(n) **Right of Entry to Construct Improvements.** The Property shall be conveyed subject to a temporary right of entry from time to time in favor of A&B and its employees, agents and contractors for the construction and maintenance of the Project, including but not limited to construction and maintenance of "Road C" and the easements described in this Section 2.1. A&B shall repair any damage to the Property caused by A&B or its employees, agents or contractors.

(o) **Utility Easements in Favor of Potential School Site.** The Property shall be conveyed subject to the reserved right of A&B or the successor owner of the potential school site shown on Exhibit C ("School Site") to grant utility easements over the Property as necessary for the construction and operation of a school on the school site; provided, however, that such easements shall not unreasonably interfere with the use of the Property for park and recreation purposes. A&B or its successor in interest, as applicable, shall be responsible to repair any damage to the Property caused by its installation of utilities within the utility easement.

(p) **Utility Easements in Favor of Project.** The Property shall be conveyed subject to the reserved right of A&B or the successor owner of the Project to grant utility easements over the Property as necessary for the construction and operation of a mixed use project; provided, however, that such easements shall not unreasonably interfere with the use of the Property for park and recreation purposes. A&B shall pay for any costs associated with the

utility easements, including the cost of installing utilities within the easement area, and any costs that Buyer is required to incur in connection with the installation of utilities within the easement area. A&B shall be responsible to repair any damage to the Property caused by the installation of utilities within the easement.

(q) **Forms of Easements and Reservations.** The forms of easement shall be mutually acceptable to A&B and Buyer and shall be in substantially the form transmitted by Lori Amano to Linda L. Chow on June 13, 2014. Without limiting the content of the easements, Buyer expressly acknowledges that A&B will reserve the right to assign the rights and responsibilities under some of the easements to an association of owners of the Project, or similar third party, whereupon A&B shall be released from liability thereunder. Buyer also acknowledges that pursuant to the easements, Buyer will keep A&B informed of Buyer's plans for development of the Property, will consider reasonable modifications to Buyer's development in order to accommodate the Project and will provide A&B with copies of as-built plans for any developments of the Property.

(r) **Temporary Use of Water for Construction of Property Improvements.** A&B shall provide Buyer temporary use of water from the Waiale Well Reservoir Site for the duration of the construction of the Property Improvements, subject to availability, payment by the Buyer for the use of the water, and approval by the MBPII Association.

2.2 Conveyance of Title. At Closing, the Property shall be conveyed subject to the matters described in Section 2.1 and the following matters, all of which shall be deemed to be "Permitted Exceptions":

(a) the lien of all ad valorem real property taxes and assessments not yet due and payable as of the date of Closing, subject to adjustment as herein provided;

(b) local, state and federal laws, ordinances or governmental regulations, including but not limited to, building and zoning laws, ordinances and regulations, now or hereafter in effect relating to the Property;

(c) items appearing of record or shown on a title report for the Property issued by Title Guaranty of Hawaii, Inc.;

(d) matters disclosed in the Declaration of Conditions required by the State of Hawaii Land Use Commission, recorded as Document No. A-45610753, including but not limited to an acknowledgment of the following agreements in favor of the State of Hawaii: (i) Buyer will assume complete risk of and forever release the State of Hawaii from all claims for damages and nuisances occurring on the Property and arising out of or related to highway traffic noise from Kuihelani Highway; (ii) Buyer waives any right to (1) require the State of Hawaii to take any action to eliminate or abate any highway traffic noise from Kuihelani Highway and (2) file any suit or claim against the State of Hawaii for injunction or abatement of any highway traffic noise from Kuihelani Highway and for any damages or other claims related to or arising therefrom; (iii) Buyer is aware of the potential adverse impacts of aircraft activity at and from Kahului Airport such as noise, right of flight, emissions, vibrations, and other incidences of

aircraft operations; and (iv) Buyer will cooperate in any program to control any birds nesting or occupation and any insect, pest, or wildlife infestation; and

- (e) the agricultural exceptions as shown on Exhibit B.

ARTICLE 3

CLOSING

3.1 **Time and Place**. The consummation of the transaction contemplated hereby shall be held at the offices of the Escrow Agent (defined in the Basic Provisions). A&B and Buyer shall perform the obligations set forth in, respectively, Section 3.2 and Section 3.3, the performance of which obligations shall be concurrent conditions, such that Closing may occur at 8:01 a.m. on the Date of Closing.

3.2 **A&B's Obligations at Closing**. At Closing, A&B shall:

- (a) deliver to Buyer a duly executed warranty deed (the "Deed") in recordable form, reasonably satisfactory to A&B and Buyer conveying the Land and Improvements (if any) to Grantee (as defined above), subject to the disclaimers contained in Section 8.2 hereof and the Permitted Exceptions;

- (b) deliver to Buyer an affidavit duly executed by A&B stating that A&B is not a "foreign person" within the meaning of Section 1445 of the Internal Revenue Code of 1986, as amended (the "Code") and the Treasury Regulations thereunder;

- (c) deliver to Buyer possession and occupancy of the Property, subject to the Permitted Exceptions;

- (d) deliver to Buyer a certification in the form required by Section 235-68 of the Hawaii Revised Statutes, duly executed by A&B ("HARPTA Certification");

- (e) deliver to Buyer a State of Hawaii conveyance tax certificate appropriately filled out and executed by A&B;

- (f) deliver a Hawaii ALTA policy of title insurance in the full amount of the Acquisition Price, in the form of the Pro Forma Policy approved by Buyer. The cost of such title insurance shall be paid for by A&B; and

3.3 **Buyer's Obligations at Closing**. At Closing, Buyer shall:

- (a) pay to A&B the full amount of the Acquisition Price, as increased or decreased by prorations and adjustments as herein provided, in immediately available wire transferred funds pursuant to Section 1.5 above, it being agreed that at Closing;

- (b) cause Grantee to join A&B in execution of any instruments described in Section 3.2 that require Buyer's signature;

(c) deliver such additional documents as shall be reasonably required to consummate the transaction contemplated by this Agreement.

3.4 Credits and Prorations.

(a) The following shall be apportioned with respect to the Property as of 12:01 a.m. on the Date of Closing, as if Buyer were vested with title to the Property during the entire day upon which Closing occurs:

(i) taxes and assessments levied against the Property;

(ii) gas, electricity, water and other utility charges for which A&B is liable, if any, such charges to be apportioned at Closing on the basis of the most recent meter reading occurring prior to Closing; and

(iii) any other expenses or other items pertaining to the Property which are customarily prorated between a buyer and seller in the area in which the Property is located.

(b) Notwithstanding anything contained in the foregoing provisions:

(i) Any taxes paid at or prior to Closing shall be prorated as of the Date of Closing. To the extent A&B shall have paid taxes with respect to any period after Closing and Buyer is exempt from such taxes, A&B shall have the right, through the County of Maui, to apply for and receive a refund with respect to such taxes.

(ii) A&B shall receive the entire advantage of any discounts for the prepayment by it of any taxes, water rates or sewer rents.

(iii) As to gas, electricity, water and other utility charges referred to in Section 3.4(a)(ii) above, A&B may on notice to Buyer elect to pay one or more of all of said items accrued to the date hereinabove fixed for apportionment directly to the person or entity entitled thereto, and to the extent A&B so elects, such item shall not be apportioned hereunder, and A&B's obligation to pay such item directly in such case shall survive the Closing.

(c) There currently is located on the Property various push piles described on Exhibit E attached hereto. It is anticipated that along with grading the Property in accordance with the park plans and approved permits and clearances, Buyer or the County of Maui will remove and dispose of any and all debris within and upon such existing push piles that is accepted at the Maui Demolition and Construction Landfill, the County's Central Maui Landfill and Hammerhead Metals and/or Reynolds Recycling. A&B agrees to credit Buyer the sum of \$150,000.00 at Closing to enable Buyer to accomplish the foregoing. Promptly upon completion of such work, Buyer shall cause to be returned to A&B any unused portion of such credit. In no event shall A&B have any liability for any amounts in excess of the credit that may be required to perform such work.

(d) The provisions of this Section 3.4 shall survive Closing.

3.5 **Closing Costs.** A&B shall pay (a) the fees of any counsel representing A&B in connection with this transaction; (b) any escrow fees charged by the Escrow Agent; (c) the fees for recording the Deed conveying the Property to Buyer, if any; (d) the conveyance tax; and (e) the cost of Buyer's ALTA title insurance policy in the amount of the Acquisition Price. Buyer shall pay the fees of any counsel representing Buyer in connection with this transaction.

3.6 **Conditions Precedent to Obligation of Buyer.** The obligation of Buyer to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by Buyer in its sole discretion:

(a) A&B shall have delivered to Buyer (or the Escrow Agent in escrow) all of the items required to be delivered to Buyer pursuant to the terms of this Agreement, including but not limited to, those provided in Section 3.2.

(b) All of the representations and warranties of A&B contained in this Agreement shall be true and correct in all material respects as of the Date of Closing (with appropriate modifications permitted under this Agreement or not materially adverse to Buyer).

(c) A&B shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by A&B as of the date of Closing.

3.7 **Conditions Precedent to Obligation of A&B.** The obligation of A&B to consummate the transaction hereunder shall be subject to the fulfillment on or before the date of Closing of all of the following conditions, any or all of which may be waived by A&B in its sole discretion:

(a) A&B (or the Escrow Agent, in escrow) shall have received the Acquisition Price as adjusted pursuant to and payable in the manner provided for in this Agreement.

(b) Buyer shall have delivered to A&B (or the Escrow Agent, in escrow) all of the items required to be delivered to A&B pursuant to the terms of this Agreement, including but not limited to, those provided for in Section 3.3.

(c) All of the representations and warranties of Buyer contained in this Agreement shall be true and correct in all material respects as of the Date of Closing.

(d) Buyer shall have performed and observed, in all material respects, all covenants and agreements of this Agreement to be performed and observed by Buyer as of the Date of Closing.

ARTICLE 4

REPRESENTATIONS, WARRANTIES AND COVENANTS

4.1 **Representations and Warranties of A&B.** A&B hereby makes the following representations and warranties to Buyer as of the Effective Date:

(a) A&B has been duly organized and is validly existing under the laws of Hawaii. A&B has the full right and authority to enter into this Agreement and to transfer all of the Property to be conveyed by A&B pursuant hereto and to consummate or cause to be consummated the transactions contemplated herein to be made by A&B. All persons signing this Agreement on behalf of A&B are authorized to do so.

(b) To A&B's knowledge, there is no action, suit, arbitration, unsatisfied order or judgment, governmental investigation or proceeding pending against the Property or the transaction contemplated by this Agreement, which, if adversely determined, could in any material way interfere with the consummation by A&B of the transaction contemplated by this Agreement.

(c) A&B has not and will not use the conveyance of the Property pursuant to this Agreement to satisfy any park dedication requirement.

4.2 **Knowledge Defined.** References to the "knowledge" of A&B shall refer only to the actual knowledge (as opposed to constructive, deemed or imputed knowledge) of the Designated Employees (as hereinafter defined) and shall not be construed, by imputation or otherwise, to refer to the knowledge of A&B, or any affiliate of A&B, to any property manager, or to any other officer, agent, manager, representative or employee of A&B or any affiliate thereof or to impose upon such Designated Employees any duty to investigate the matter to which such actual knowledge, or the absence thereof, pertains. As used herein, the term "Designated Employees" shall refer to the individual(s) named in the Basic Provisions.

4.3 **Covenants of A&B.** A&B hereby covenants with Buyer as follows:

(a) From the Effective Date hereof until the Closing or earlier termination of this Agreement: A&B shall use reasonable efforts to operate and maintain the Property in a manner generally consistent with the manner in which A&B has operated and maintained the Property prior to the date hereof.

(b) A&B shall be solely responsible to satisfy Conditions 3, 4, 9, 11, 17, 18, 20, 22, 23 and 24 ("A&B Land Use Conditions") set forth in that certain Declaration of Conditions recorded in the Bureau of Conveyances of the State of Hawaii as Document No. A-45610753 ("Land Use Conditions"). A&B shall indemnify Buyer and any subsequent owner of the Property using the Property for park purposes from and against any loss suffered as a result of the failure of A&B to satisfy the A&B Land Use Conditions. A&B shall use commercially reasonable effort to induce Title Guaranty of Hawaii, Inc. to issue an endorsement to Buyer's title insurance policy insuring over the A&B Land Use Conditions. A&B will cooperate with Buyer's efforts post-Closing to remove the A&B Land Use Conditions as encumbrances to the Property; provided, however, Buyer may not seek such removal unless A&B has received assurance satisfactory to A&B that A&B's ability to develop the Project as previously approved will not be adversely affected.

4.4 **Representations and Warranties of Buyer.** Buyer hereby represents and warrants to A&B:

(a) Buyer has the full right, power and authority to purchase the Property as provided in this Agreement and to carry out Buyer's obligations hereunder, and all requisite action necessary to authorize Buyer to enter into this Agreement and to carry out its obligations hereunder have been, or by the Closing will have been, taken. All persons signing this Agreement on behalf of Buyer are authorized to do so.

(b) There is no action, suit, arbitration, unsatisfied order or judgment, government investigation or proceeding pending against Buyer which, if adversely determined, could individually or in the aggregate materially interfere with the consummation of the transaction contemplated by this Agreement.

4.5 **Covenants of Buyer.**

(a) Buyer hereby irrevocably waives any claim against A&B arising from the presence of Hazardous Substances in, on, under or contiguous to the Property; provided, however, that such waiver shall not release A&B from any liability to third parties that A&B may have under applicable law with respect to matters occurring prior to Closing; provided, further, that such waiver shall not preclude the State of Hawaii or the County of Maui from exercising any rights either may have as a governmental entity to enforce applicable environmental law. As used herein, the term "Hazardous Substances" means any toxic, noxious, or hazardous wastes or substances of any kind or form including, without limitation of the generality of the foregoing, asbestos, PCB's, and all substances defined as "hazardous substances" or "toxic substances" in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. §9061 et seq., Hazardous Materials Transportation Act, 49 U.S.C. §1802, The Resource Conservation and Recovery Act, 42 U.S.C. §6901 et seq. and in the Toxic Substance Control Act of 1976, as amended, 15 U.S.C. §2601 et seq., or in any other applicable environmental law and all substances regulated as "pollutants" or "contaminants" in any applicable environmental law.

(b) Buyer shall satisfy Conditions 1, 2, 5, 6, 7, 8, 10, 12, 13, 14, 15, 16, 19 and 21 of the Land Use Conditions as such conditions relate to the Property only.

ARTICLE 5

DEFAULT

5.1 **Default by Buyer.** If Buyer defaults for any reason other than (a) A&B's default, or (b) the permitted termination of this Agreement by either A&B or Buyer pursuant to any express provision hereof, A&B shall be entitled to pursue all remedies available at law or in equity.

5.2 **Default by A&B.** If A&B defaults for any reason other than (a) Buyer's default, or (b) the permitted termination of this Agreement by either A&B or Buyer pursuant to any express provision hereof, Buyer shall be entitled to pursue all remedies available at law or in equity.

ARTICLE 6

RISK OF LOSS

6.1 **Minor Damage.** In the event of loss (including condemnation) or damage to the Property or any portion thereof which is not “major” (as hereinafter defined), this Agreement shall remain in full force and effect provided A&B performs any necessary repairs or, at A&B's option, assigns to Buyer all of A&B's right, title and interest to any claims and proceeds A&B may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that A&B elects to perform repairs upon the Property, A&B shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time in order to allow for the completion of such repairs. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

6.2 **Major Damage.** In the event of a “major” loss (including condemnation) or damage, either A&B or Buyer may terminate this Agreement by written notice to the other party. If neither A&B nor Buyer elects to terminate this Agreement within ten (10) days after A&B sends Buyer written notice of the occurrence of major loss or damage, then A&B and Buyer shall be deemed to have elected to proceed with Closing, in which event A&B shall, at A&B's option, either (a) perform any necessary repairs, or (b) assign to Buyer all of A&B's right, title and interest to any claims and proceeds A&B may have with respect to any casualty insurance policies or condemnation awards relating to the premises in question. In the event that A&B elects to perform repairs upon the Property, A&B shall use reasonable efforts to complete such repairs promptly and the date of Closing shall be extended a reasonable time in order to allow for the completion of such repairs. Upon Closing, full risk of loss with respect to the Property shall pass to Buyer.

6.3 **Definition of “Major” Loss or Damage.** For purposes of Sections 7.1 and 7.2, “major” loss or damage refers to the following: (i) loss or damage to the Property or any portion thereof such that the cost of repairing or restoring the premises in question to a condition substantially identical to that of the premises in question prior to the event of damage would be, in the opinion of an architect or engineer selected by A&B and reasonably approved by Buyer, equal to or greater than an amount equal to ten percent (10%) of the Acquisition Price, and (ii) any loss due to a condemnation which permanently and materially impairs the current use of the Property. If Buyer does not give notice to A&B of Buyer's reasons for disapproving an architect or engineer within five (5) business days after receipt of notice of the proposed architect or engineer, Buyer shall be deemed to have approved the architect or engineer selected by A&B.

6.4 **Vendor and Purchaser Risk Act.** There shall be no reduction in the Acquisition Price as a result of any loss or damage except as expressly set forth in Section 6.1 or Section 6.2. In the event of any conflict between the provisions of this Article and the provisions of the Vendor and Purchaser Risk Act, if any, enacted in the state in which the Property is located and/or any successor or similar law with regard to the subject matter thereof, the provisions of this Article shall govern and control in all respects.

ARTICLE 7

COMMISSIONS

7.1 **Brokerage Commissions.** Each party represents to the other that they have not retained and are not represented by a broker for this transaction. A & B Properties, Inc., an affiliate of A&B, is a licensed real estate broker in the State of Hawaii.

ARTICLE 8

DISCLAIMERS AND WAIVERS

8.1 **No Reliance on Documents.** A&B makes no representation or warranty as to the truth, accuracy or completeness of any materials, data or information delivered by A&B to Buyer in connection with the transaction contemplated hereby. Buyer acknowledges and agrees that all materials, data and information delivered by A&B to Buyer in connection with the transaction contemplated hereby are provided to Buyer as a convenience only and that any reliance on or use of such materials, data or information by Buyer shall be at the sole risk of Buyer. Without limiting the generality of the foregoing provisions, Buyer acknowledges and agrees that (a) any environmental or other report with respect to the Property which is delivered by A&B to Buyer shall be for general informational purposes only, (b) Buyer shall not have any right to rely on any such report delivered by A&B to Buyer, but rather will rely on its own inspections and investigations of the Property and any reports commissioned by Buyer with respect thereto, and (c) neither A&B, any affiliate of A&B nor the person or entity which prepared any such report delivered by A&B to Buyer shall have any liability to Buyer for any inaccuracy in or omission from any such report.

8.2 **DISCLAIMERS.** It is understood and agreed that A&B is not making and has not at any time made any warranties or representations of any kind or character, expressed or implied, with respect to the property, including, but not limited to, any warranties or representations as to habitability, merchantability, fitness for a particular purpose, title (other than A&B 's warranty of title to be set forth in the Deed), zoning, tax consequences, latent or patent physical or environmental condition, utilities, operating history or projections, valuation, governmental approvals, the compliance of the property with governmental laws (including, without limitation, accessibility for handicapped persons), the truth, accuracy or completeness of the property documents or any the information provided by or on behalf of A&B to Buyer, or any other matter or thing regarding the Property. Buyer acknowledges and agrees that upon closing A&B shall sell and convey to Buyer and Buyer shall accept the property "as is, where is, with all faults". Without limiting the foregoing, Buyer expressly acknowledges the possibility that the Property contains unexploded ordnance and human remains. Buyer has not relied and will not rely on, and A&B is not liable for or bound by, any expressed or implied warranties, guaranties, statements, representations or information pertaining to the property or relating thereto made or furnished by A&B, the manager of the property, or any real estate broker or agent representing or purporting to represent A&B, to whomever made or given, directly or indirectly, orally or in writing, unless specifically set forth in this agreement.

8.3 **Effect and Survival of Disclaimers.** A&B and Buyer agree that the provisions of this Article 8 shall survive Closing.

ARTICLE 9

MISCELLANEOUS

9.1 **Public Disclosure.** Prior to Closing, any release to the public of information with respect to the sale contemplated herein or any matters set forth in this Agreement will be made only in the form approved by Buyer and A&B and their respective counsel.

9.2 **Discharge of Obligations.** The acceptance of the Deed by Buyer shall be deemed to be a full performance and discharge of every representation and warranty made by A&B herein and every agreement and obligation on the part of A&B to be performed pursuant to the provisions of this Agreement, except those which are herein specifically stated to survive Closing.

9.3 **Assignment.** Buyer may not assign its rights under this Agreement to anyone without first obtaining A&B's written approval which may be given or withheld in A&B's sole discretion. No assignment shall release or otherwise relieve Buyer from any obligations hereunder.

9.4 **Notices.** Any notices pursuant to this Agreement shall be given in writing by (a) personal delivery, or (b) United States Mail, postage prepaid, registered or certified mail, return receipt requested, or (c) legible facsimile transmission sent to the intended addressee at the address set forth below, or to such other address or to the attention of such other person as the addressee shall have designated by written notice sent in accordance herewith, and shall be deemed to have been given either at the time of personal delivery, or, in the case of expedited delivery service or mail, as of the date of first attempted delivery at the address and in the manner provided herein, or, in the case of facsimile transmission, as of the date of the facsimile transmission provided that an original of such facsimile is also sent to the intended addressee by means described in clauses (a) or (b) above. Unless changed in accordance with the preceding sentence, the addressees for notices given pursuant to this Agreement shall be as follows:

If to A&B: Alexander & Baldwin, LLC
822 Bishop Street
Honolulu, Hawaii 96813
Attention: Paul Hallin
Facsimile: (808) 525-8447

with a copy to: Charles W. Loomis, Esq.
822 Bishop Street
Honolulu, Hawaii 96813
Facsimile: (808) 525-6678

If to Buyer: At the addresses set forth above.

9.5 **Intentionally Omitted.**

9.6 **Modifications.** This Agreement cannot be changed orally, and no executory agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification or discharge is sought.

9.7 **Calculation of Time Periods.** Unless otherwise specified, in computing any period of time described in this Agreement, the day of the act or event after which the designated period of time begins to run is not to be included and the last day of the period so computed is to be included, unless such last day is a Saturday, Sunday or legal holiday under the laws of the State in which the Property is located, in which event the period shall run until the end of the next day which is neither a Saturday, Sunday or legal holiday. The final day of any such period shall be deemed to end at 5:00 p.m., H.S.T.

9.8 **Successors and Assigns.** The terms and provisions of this Agreement are to apply to and bind the permitted successors and assigns of the parties hereto, including but not limited to Grantee.

9.9 **Entire Agreement.** This Agreement, including the Schedule and Exhibits, contains the entire agreement between the parties pertaining to the subject matter hereof and fully supersedes all prior written or oral agreements and understandings between the parties pertaining to such subject matter.

9.10 **Further Assurances.** Each party agrees that it will without further consideration execute and deliver such other documents and take such other action, whether prior or subsequent to Closing, as may be reasonably requested by the other party to consummate more effectively the purposes or subject matter of this Agreement. Without limiting the generality of the foregoing, Buyer shall, if requested by A&B, execute acknowledgments of receipt with respect to any materials delivered by A&B to Buyer with respect to the Property. The provisions of this Section 9.10 shall survive Closing.

9.11 **Counterparts.** This Agreement may be executed in counterparts, and all such executed counterparts shall constitute the same agreement. It shall be necessary to account for only one such counterpart in proving this Agreement.

9.12 **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

9.13 **Applicable Law.** This Agreement is performable in the State of Hawaii and shall in all respects be governed by, and construed in accordance with, the substantive federal laws of the United States and the laws of the State of Hawaii.

9.14 **No Third Party Beneficiary.** The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of A&B and Buyer only and are not for the benefit of any third party, and accordingly, no third party shall

have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

9.15 **Exhibits and Schedules.** The schedules or exhibits attached hereto and referenced above shall be deemed to be an integral part of this Agreement.

9.16 **Captions.** The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

9.17 **Construction.** The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

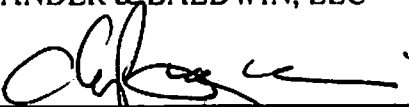
9.18 **Termination of Agreement.** It is understood and agreed that if either Buyer or A&B terminates this Agreement pursuant to a right of termination granted hereunder, such termination shall operate to relieve A&B and Buyer from all obligations under this Agreement, except for such obligations as are specifically stated herein to survive the termination of this Agreement.

9.19 **No Recordation.** Neither this Agreement nor any memorandum of the terms hereof shall be recorded or otherwise placed of public record.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

A&B:

ALEXANDER & BALDWIN, LLC

By:  _____

Name: Christopher J. Benjamin

Title: President

By:  _____

Name: Charles W. Loomis

Title: Assistant Secretary

BUYER:

STATE OF HAWAII, by and through its Board of Land and Natural Resources

By: _____

Name: William J. Aila, Jr.

Title: Chairperson

APPROVED AS TO FORM

By: _____

Name: Linda L.W. Chow

Title: Deputy Attorney General

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

A&B:


ALEXANDER & BALDWIN, LLC

By: _____
Name:
Title:

By: _____
Name:
Title:

BUYER:

STATE OF HAWAII, by and through its Board of Land
and Natural Resources

By:  _____
Name: William J. Aila, Jr.
Title: Chairperson

APPROVED AS TO FORM


By:  _____
Name: Linda L.W. Chow
Title: Deputy Attorney General

EXHIBIT A

LEGAL DESCRIPTION OF THE LAND

MAUI LANI SUBDIVISION

LOT 12-A-3

TAX MAP KEY: (2) 3-8-007:104

All of that certain parcel of land, being a portion of Lot 12-A of the Maui Lani Subdivision, being also portions of Grant 3152 to Henry Cornwell and Grant 3343 to Claus Spreckels situated at Waikapu and Wailuku Commons, Wailuku, Island and County of Maui, State of Hawaii

Beginning at the northwesterly corner of this parcel of land, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 6,177.64 feet South and 2,707.87 feet East and running by azimuths measured clockwise from True South:

1. 284° 48' 20" 306.74 feet along Lots 155, 62, 61, 58 and 57 of Maui Lani Phase 7, Increment 4 Subdivision (F. P. 2473);

2. 304° 00' 3,214.71 feet along Lots 57 to 36, inclusive of the Maui Lani Phase 7, Increment 4 Subdivision (F. P. 2473) and Lots 137 to 133, inclusive and Lots 127 to 122, inclusive of the Maui Lani Phase 7, Increment 3 Subdivision (F. P. 2442) and Lots 67 to 48, inclusive of the Maui Lani Phase 7, Increment 2 Subdivision (F. P. 2433) and Lot 11-C-2 of the Maui Lani Development Subdivision;

3. Thence along the northwesterly side of Kuihelani Highway [F.A.S.P. No. S-0380 (4)] (being along Road widening Lot 12-A-5 of the Maui Lani Subdivision) on a curve to the left with a radius of 11,612.16 feet, the chord azimuth and distance being:
 34° 00' 53.15" 527.70 feet;

4. 122° 42' 46" 12.00 feet along same;
5. Thence along same on a curve to the left with a radius of 11,624.16 feet, the chord azimuth and distance being:
31° 39' 26" 428.28 feet;
6. Thence along Lot 12-A-1 of the Maui Lani Subdivision on a curve to the right with a radius of 50.00 feet, the chord azimuth and distance being:
121° 39' 45" 1.64 feet;
7. 122° 36' 1,065.80 feet along Lot 12-A-1 of the Maui Lani Subdivision;
8. Thence along same on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
116° 18' 522.53 feet;
9. 144° 04' 840.97 feet along Lot 12-A-1 of the Maui Lani Subdivision;
10. Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
150° 30' 50" 113.01 feet;
11. 156° 57' 40" 526.93 feet along Lot 12-A-1 of the Maui Lani Subdivision;
12. 106° 11' 470.00 feet along same;
13. 196° 55' 490.95 feet along same to the point of beginning and containing an Area of 65.378 Acres.

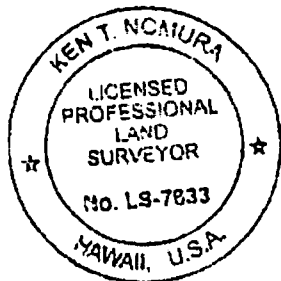
SUBJECT, HOWEVER to existing Easements 16 and 17 for water transmission line purposes in favor of the County of Maui per Grant of Easement recorded in Liber 14533, pages 181,192 and 203.

SUBJECT, ALSO to a restriction of vehicular access rights affecting Course Nos. 3, 4 and 5 of the above described parcel of land.

Prepared by: A&B Properties, Inc.
Kahului, Maui, Hawaii

January 7, 2013
REVISED: June 17, 2014

This work was prepared by me or under my supervision.



Ken T. Nomura 4/30/2016

Ken T. Nomura
Licensed Professional Land Surveyor
Certificate No. LS-7633
Expiration Date: 4/30/2016

EXHIBIT B

AGRICULTURAL EXCEPTIONS

The following provision shall be included in the warranty deed from A&B, as "Grantor" to Grantee, as "Grantee":

"The Grantee acknowledges that the Property is adjacent to, nearby or in the vicinity of lands being, or which in the future may be, actively used for the growing, harvesting and processing of sugar cane and other agricultural products (such growing, harvesting and processing activities being herein collectively called the "Agricultural Activities"), which activities may from time to time bring upon the Property or result in smoke, dust, noise, heat, agricultural chemicals, particulates and similar substances and nuisances (collectively, the "Agricultural By-Products"). The Grantee hereby assumes complete risk of and, except as expressly set forth below, forever releases the Grantor from all claims for damages (including, but not limited to, consequential, special, exemplary and punitive damages) and nuisances occurring on the Property and arising out of any Agricultural Activities or Agricultural By-Products. Without limiting the generality of the foregoing, except as expressly set forth below, the Grantee hereby, with full knowledge of its rights, forever: (i) waives any right to require the Grantor, and releases the Grantor from any obligation, to take any action to correct, modify, alter, eliminate or abate any Agricultural Activities or Agricultural By-Products, and (ii) waives any right to file any suit or claim against the Grantor for injunction or abatement of nuisances except where the Grantor is in any violation of applicable statutes, ordinances and regulations or as a cross claim or third party claim where the Grantee is named as a defendant. Any Agricultural Activities or Agricultural By-Products, and any claim, demand, action, loss, damage, liability, cost or expense arising therefrom, shall not constitute a breach of any covenant or warranty of the Grantor under this agreement or be the basis for a suit or other claim for injunction or abatement of nuisances, and the Grantee hereby forever waives any right to file any such suit or claim. As used in this section regarding Agricultural Activities, all references to the "Grantor" shall mean and include the Grantor and all parent, subsidiary, sister and other affiliated companies of the Grantor, in their respective capacities as the current owner of the Property, the owner of the lands on which the Agricultural Activities are or may be conducted, and the person conducting or who may conduct the Agricultural Activities, and all successors and assigns of the Grantor and its parent, subsidiary, sister and affiliated companies. Each of the foregoing covenants, agreements, acknowledgments, waivers and releases shall constitute covenants running with the land. Each such covenant, agreement, acknowledgment, waiver and release shall be binding upon, and all references to "Grantee" shall mean and include, the Grantee, its heirs, personal representatives, successors and assigns, and all persons now or hereafter acquiring any right, title or interest in or to the Property (or any portion thereof) or occupying all or any portion of the Property. By accepting any right, title or interest in the Property (or any portion thereof) or by occupying all or any portion of the Property, each such person automatically shall be deemed to have made and agreed to, and shall be bound by, observe and be subject to, each of the foregoing covenants, agreements, acknowledgments, waivers and releases. Notwithstanding the foregoing, nothing herein shall release Grantor from any violation of applicable statutes, ordinances and regulations nor prevent the State of Hawaii, the County of Maui or other governmental authority from enforcing applicable statutes, ordinance and regulations."

EXHIBIT C

Map Showing Easements and Reservations

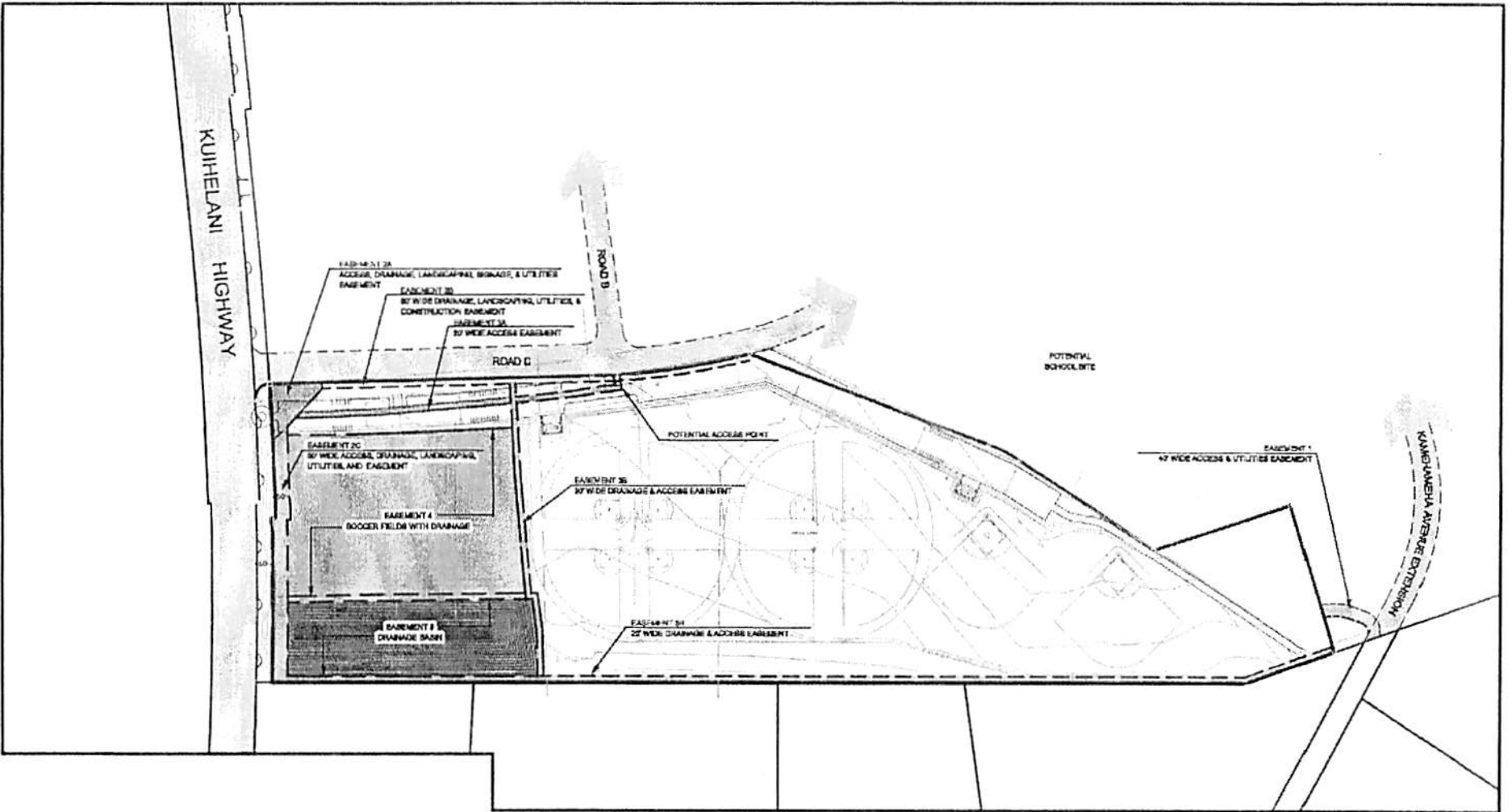


Exhibit C



Disclaimer: This graphic was prepared for general planning purposes only and should not be used for boundary interpretations or other spatial analyses.

- | | | | |
|---|-------------|---|-------------|
|  | Easement 1 |  | Easement 3A |
|  | Easement 2A |  | Easement 3B |
|  | Easement 2B |  | Easement 4 |
|  | Easement 2C |  | Easement 5 |

EXHIBIT D

Description of Waterline Easement

MAUI LANI SUBDIVISION

**EASEMENT W-2
AFFECTING
LOT 12-A-3**

TAX MAP KEY: (2) 3-8-007:104

All of that certain parcel of land, being an easement for waterline purposes over, under and across Lot 12-A-3 of the Maui Lani Subdivision, being also portions of Grant 3152 to Henry Cornwell and Grant 3343 to Claus Spreckels situated at Waikapu and Wailuku, Wailuku, Maui, Hawaii

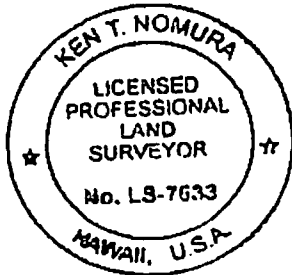
Beginning at a pipe at the southwesterly corner of this easement, said pipe being also the southwesterly corner of Lot 12-A-3 of the Maui Lani Subdivision, the coordinates of said point of beginning referred to Government Survey Triangulation Station "LUKE" being 8,042.55 feet South and 3,771.76 feet East and running by azimuths measured clockwise from True South:

1. 144° 04' 840.97 feet along Lot 12-A-1 of the Maui Lani Subdivision to a pipe;
2. Thence along same on a curve to the right with a radius of 503.22 feet, the chord azimuth and distance being:
150° 30' 50" 113.01 feet to a pipe;
3. 156° 57' 40" 526.93 feet along same to a pipe;
4. 156° 57' 40" 635.59 feet over and across Lot 12-A-3 of the Maui Lani Subdivision to a point;
5. 284° 48' 20" 63.31 feet along Lot 155 of the Maui Lani Phase 7 Increment 4 Subdivision (F. P. 2473) to a point;
6. 336° 57' 40" 1,123.68 feet over and across Lot 12-A-3 of the Maui Lani Subdivision to a point;

7. Thence over and across same on a curve to the left with a radius of 453.22 feet, the chord azimuth and distance being:
330° 30' 50" 101.78 feet to a point;
8. 324° 04' 918.07 feet over and across same to a point;
9. Thence along Lot 12-A-1 of the Maui Lani Subdivision on a curve to the left with a radius of 2,380.87 feet, the chord azimuth and distance being:
111° 06' 20.5" 91.89 feet to the point of beginning and containing an Area of 2.444 Acres.

Prepared by: A&B Properties, Inc.
Kahului, Maui, Hawaii

February 6, 2014



This work was prepared by me or under my supervision.

Ken T. Nomura 4/30/2014

Ken T. Nomura
Licensed Professional Land Surveyor
Certificate No. LS-7633
Expiration Date: 4/30/2014

ME
12/6-p

EXHIBIT E
Map of Push Piles

4.3 MEC Site Reconnaissance and Solid Waste Pile Findings

A visual survey for MEC was conducted on the property in conjunction with the MI soil sampling. No MEC were encountered in any of the DUs during MI soil sampling activities at the site. Shooting positions, grenade pits, small arms berms and/or other target areas were not identified during fieldwork activities. The Senior UXO Supervisor (SUXOS) Final Report detailing the MEC reconnaissance activities performed during the project is provided in Appendix F.

A total of 16 solid waste soil piles were identified, measured and surveyed throughout the project site following MI soil sampling. The dimensions and volume of each pile were measured and recorded in the field notebook, as well as a physical description of the pile and any debris that was visible. The footprint of each soil pile was surveyed using a differential GPS unit. No MEC were observed on the surface of any of the soil piles. Photographic documentation of each solid waste soil pile is included in Appendix E on the attached CD-ROM. Approximate dimensions, volumes, and physical descriptions of the 16 soil piles are summarized in Table 4-2. The surveyed locations and footprints of each soil pile within the project site are depicted in Figure 4-1.



REFERENCE: GOOGLE EARTH IMAGE, 2012

	DATE: DEC 2013	PROJECT TITLE: CENTRAL MAUI REGIONAL PARK PHASE II ENVIRONMENTAL SITE ASSESSMENT KAHULUI, MAUI, HAWAII
	FIGURE TITLE: SURVEYED LOCATIONS OF SOLID WASTE SOIL PILES WITHIN PROJECT SITE	FIGURE NO.: 4-1